

**VILLAGE BOARD OF TRUSTEES
FEBRUARY 20, 2018 MINUTES**

Mayor Michael VandeVelde presiding

MEMBERS: Jill Santi, Mike Catalano

OTHERS: Vince Luce, Becki Paternosh, Bonnie Rae Strickland, Rob Genthner, Erin Schuster, Andrew Thompson, Andre Webster, Marybelle Beigh, Ed LeBarron, Seth Krull, Bill Christ, Lynn Patterson, Deb Puckhaber, Susan Jenkins, June Baker, Ron Catalano, Marsha Holland, Ann Kneer

EXCUSED: Al Holbrook

ABSENT: Rob Cochran

The board met at the Fire Hall for the Dedication of the new Fire Truck and to distribute 50 Year plaques for three of the Fire Department members.

**MAYOR/BOARD
MINUTES**

The board made a motion to approve the 1/16/18 minutes by Trustee Catalano, seconded by Trustee Santi and was carried unanimously.

RESOLUTION #5-2018

The board made a motion by Trustee Santi, seconded by Trustee Catalano and was carried unanimously to approved the following resolution.

AUTHORIZING COMPLETION OF SALE OF 2-6 EAST PEARL STREET

WHEREAS, in 2011 the Village of Westfield ("Village") entered into an agreement with William G. Riscili by the terms of which the Village agreed to sell the premises known as 2-6 East Pearl Street, designated on the official tax map as Section 192.16, Block 2, Lot 11, to him provided and after he made certain refurbishments to the premises (the "Agreement"), and WHEREAS, Mr. Riscili has substantially completed the refurbishments he was required to make under the Agreement and the Village desires to complete the conveyance to him;

NOW, THEREFORE, BE IT

RESOLVED, that the Village Board of Trustees, in a special session duly convened, hereby authorizes the Mayor of the Village to execute and deliver to William G. Riscili an appropriate quitclaim deed, at no cost to the Village, as provided in the Agreement.

INTERMUNICIPAL AGREEMENT CODE OFFICER

The Board made a motion by Trustee Catalano, seconded by Trustee Santi and was carried unanimously

to approve the IMA for Code Office as follows:

THIS AGREEMENT made and entered into this _____ day of _____, 2018, by and between:

VILLAGE OF WESTFIELD, a municipal corporation as defined by General Municipal Law, Section 119-n (a) of the State of New York, with offices at 23 Elm Street, Westfield, New York 14787, party of the first part and hereinafter referred to as the "Village"; and the TOWN OF WESTFIELD, a municipal corporation as defined by the aforesaid statute, with offices at 23 Elm Street, Westfield, New York 14787, party of the second part and hereinafter referred to as the "Town";

WITNESSETH

WHEREAS, in furtherance of the goal of combining and sharing services, the Town and Village have a single code enforcement officer; and

WHEREAS, the parties desire to set forth the terms and conditions of their agreement to use a single officer,

NOW, THEREFORE, the parties hereto agree as follows:

1. Code Enforcement Officer: The parties agree to hire a single Code Enforcement Officer to serve each municipality, who shall be a Town employee.

2. Shared Costs: The Village shall pay to the Town one-half of the salary and expenses related to the Code Enforcement Office on a quarterly basis. For the final quarterly bill of each year, which the Village shall pay by December 31, the Town shall estimate the final expenses through the end of the year, with the Village to receive a credit or to make additional payment made once the precise figures are available.

3. Office: The Village shall provide an adequate office for such Code Enforcement Officer within Eason Hall in a place and manner sufficient for public access.

4. Term. This Agreement shall be for a term of one year, said term to commence on January 1, 2018 and to end on December 31, 2018, and shall continue from year to year thereafter until terminated by any party hereto on 60 days prior written notice to the other party.

5. Notices: All other notices required or permitted to be given by this Agreement shall be deemed to be duly given if delivered in writing personally or sent by certified mail, return receipt requested, to the other party at the address given in this agreement or at such different address as may be furnished by either party to the other in writing. The date of mailing shall be deemed the date of giving such notice.

6. Waiver: No waiver by either party of any breach of any of the covenants or conditions herein contained to be performed by the other party shall be construed as a waiver of any succeeding breach of the same or of any other covenant or condition.

7. Severability of Provisions: The parties hereto expressly agree that it is the intention of neither party to violate public policy, statutory or common law and that if any sentence, paragraph, clause, or combination of same of this Agreement is in violation of any law, such sentences, paragraphs, clauses or combinations of same shall be inoperative and the remainder of this agreement shall be binding upon the parties hereto.

8. Parties Bound: This Agreement shall bind the parties hereto, their successors and assigns.

INTERMUNICIPAL AGREEMENT FOR REGISTRAR

The board approved the Intermunicipal Agreement for Registrar by Trustee Santi, seconded by Trustee Catalano and was carried unanimously.

THIS AGREEMENT made and entered into this _____ day of _____, 2018, by and between:

VILLAGE OF WESTFIELD, a municipal corporation as defined by General Municipal Law, Section 119-n (a) of the State of New York, with offices at 23 Elm Street, Westfield, New York 14787, party of the first part and hereinafter referred to as the "Village"; and the

TOWN OF WESTFIELD, a municipal corporation as defined by the aforesaid statute, with offices at 23 Elm Street, Westfield, New York 14787, party of the second part and hereinafter referred to as the "Town";

WITNESSETH

WHEREAS, during the years 2016 and 2017 the Town Clerk performed the role of Registrar of Vital Statistics for the Village with no direct compensation from the Village; and

WHEREAS, the Town set aside the fees collected for the Village by the Town Clerk in such role; and

WHEREAS, the Town and Village desire to compensate the Town Clerk for acting as the Village's Registrar for 2016 and 2017;

NOW, THEREFORE, the parties hereto agree as follows:

Transfer & Payment: As soon as reasonably possible following the signing of this Agreement, the Town shall pay to the Village all fees collected by the Town Clerk in her capacity as Village Registrar during 2016 and 2017, whereupon, pursuant to Public Health Law §4124, the Village shall pay such fees to the Town Clerk and issue to her a 1099 form and any other applicable tax forms.

Treatment for 2018: During 2018 the Town shall pay to the Village all such fees collected by the Town Clerk as Village Registrar on a quarterly basis, and the Village shall as soon as reasonably possible pay such fees to the Town Clerk with the appropriate tax forms.

Combination of Districts: During 2018, the Town and Village together shall seek to combine the two separate registration districts now covering the Town and Village into a single district, pursuant to Public Health Law §4120(2)(a).

Notices: All other notices required or permitted to be given by this Agreement shall be deemed to be duly given if delivered in writing personally or sent by certified mail, return receipt requested, to the other party at the address given in this agreement or at such different address as may be furnished by either party to the other in writing. The date of mailing shall be deemed the date of giving such notice.

Waiver: No waiver by either party of any breach of any of the covenants or conditions herein contained to be performed by the other party shall be construed as a waiver of any succeeding breach of the same or of any other covenant or condition.

Severability of Provisions: The parties hereto expressly agree that it is the intention of neither party to violate public policy, statutory or common law and that if any sentence, paragraph, clause, or combination of same of this Agreement is in violation of any law, such sentences, paragraphs, clauses or combinations of same shall be inoperative and the remainder of this agreement shall be binding upon the parties hereto.

Parties Bound: This Agreement shall bind the parties hereto, their successors and assigns.

TRAFFIC CONTROL

Discussion regarding Traffic Control was tabled on a motion made by Trustee Catalano, seconded by Trustee Santi and was carried unanimously to next meeting due to absence of Jerry Ruch.

REVIEW OF POLICIES

The board made a motion by Trustee Santi, seconded by Trustee Catalano and was carried unanimously to approve the policies which were previously distributed to the board members.

PILATES DISCUSSION AND REVIEW USER FEES

Discussion in regard to the above was tabled to the Recreation Commission for review.

LITTLE LEAGUE REQUEST

The board made a motion to approve the use of the sound system for Little League Games at Smith Field on a motion made by Trustee Santi, seconded by Trustee Catalano and was carried unanimously. The Mayor requested that the Little League educate all announcers to make sure the volume isn't increased on the PA System at any time so there is minimal impact on adjacent private property owners.

REQUEST FOR EXECUTIVE SESSION

POLICE DEPARTMENT

MONTHLY OVERTIME REPORT

The board made a motion to approve the Monthly Report and the Overtime Report of 7.25 hrs. by Trustee Catalano, seconded by Trustee Santi and was carried unanimously.

CROSSING GUARD

The board made a motion to approve the hiring of Crossing Guard, George Kurtz as Crossing Guard by Trustee Santi, seconded by Trustee Catalano and was carried unanimously.

FIRE DEPARTMENT

The Mayor read the Fire Department Report which was approved on a motion made by Trustee Catalano seconded by Trustee Santi and was carried unanimously.

RECREATION DEPARTMENT

MONTHLY REPORT

The board made a motion to approve the Program Report by Trustee Santi, seconded by Trustee Catalano and was carried unanimously.

ACCEPT RESIGNATION

The board made a motion to accept the resignation of John Emmons by Trustee Catalano, seconded by Trustee Santi and was carried unanimously.

REQUEST EXECUTIVE SESSION TO DISCUSS PERSONNEL

CODE ENFORCEMENT

MONTHLY REPORT

The board made a motion to approve the Monthly Report by Trustee Santi, seconded by Trustee Catalano and was carried unanimously.

HISTORIAN

MONTHLY REPORT

The board made a motion to approve the Historian's Monthly Report by Trustee Catalano, seconded by Trustee Santi and was carried unanimously.

PUBLIC WORKS

MONTHLY/OVERTIME REPORT

The board made a motion by Trustee Catalano, seconded by Trustee Santi and was carried unanimously to approve the Monthly Report and Overtime Report of 4.50 hours scheduled overtime and 25.85 call out hours.

EXTENSION OF REFUSE CONTRACT

The motion was made to approve a 2-year extension of the Refuse Contract to Bestway Container Service in the amount of \$91,979, by Trustee Catalano, seconded by Trustee Santi and was carried unanimously.

SIDEWALK PLOW DISCUSSION

Discussion was tabled until the next meeting. Ed had an estimate from Cyncon Equipment, Inc. to purchase a newer sidewalk plow used by the Village of Ellicottville in the amount of \$25,000. They are buying a new one for \$110,000.

STORM WATER SEPARATOR BID

The board made a motion to approve the Storm Water Separator bid in the amount of \$46,156 to Chemung Supply contingent upon Specs and Shop drawings being submitted

and approved by Trustee Catalano, seconded by Trustee Santi and was carried unanimously.

Other bids received were as follows:
Kistner Concrete \$48,148
Advanced Drainage \$49,300

REQUEST EXECUTIVE SESSION TO DISCUSS PERSONNEL

WATER DEPARTMENT

MONTHLY AND OVERTIME REPORT

The motion was made to approve the Monthly Report and the Overtime Report of 27.70 hours by Trustee Santi, seconded by Trustee Catalano and was carried unanimously.

WATER MAINS REPLACEMENT/WEST MAIN AND BLISS STREET (CONTRACT #1)

The board made a motion by Trustee Catalano, seconded by Trustee Santi and was carried unanimously to approve the bid from JD Northrup in the amount of \$1,496,000.

Other bids received were as follows:
H&K Services \$1,608,950.00
716 Contracting \$1,594,401.00
Steve St. George Ent. \$1,677,223.50

BLISS STREET PUMP STATION AND WATER PLANT GENERATOR IMPROVEMENTS (CONTRACT #2)

The board made a motion by Trustee Catalano, seconded by Trustee Santi and was carried unanimously to approve the bid to H&K Services in the amount of \$391,100 excluding Alternate #2.

The other bid received was from STC Construction in the amount of \$465,900 (minus Alternate #2)

SEWER DEPARTMENT

MONTHLY AND OVERTIME REPORT

The board made the motion to approve the Monthly Report and Overtime Report of 12.9 hours by Trustee Catalano, seconded by Trustee Santi and was carried unanimously.

ELECTRIC DEPARTMENT

MONTHLY OVERTIME REPORT

The board approved the Monthly Report and Overtime Report of 12 hours by Trustee Catalano, seconded by Trustee Santi and was carried unanimously.

APPROVE BID FOR ASBESTOS TILE REMOVAL & REMEDIATION IN THE OLD ADD LUMBER STORE @ 44 ENGLISH STREET

The board made a motion to approve the bid by J&J Abatement Service per recommendation by RD Design & Development in the amount of \$12,850 by Trustee Catalano, seconded by Trustee Santi and was carried unanimously.

Other bids received were as follows:
Empire Building Diagnostics \$23,000
Pierce Services, Inc. \$28,984
Stohl Remediation Services \$29,900

TREASURER

MONTHLY AND OVERTIME REPORT
None

DECEMBER FINANCIALS

The board made a motion to approve the December Financials by Trustee Santi, seconded by Trustee Catalano and was carried unanimously.

CLERK

MONTHLY OVERTIME REPORT
None

WARRANTS

The following warrants, excluding the invoices from Jack's Welding and Westview Images were approved on a motion made by Trustee Catalano, seconded by Trustee Santi and was carried.

General	W#38	\$70,414.96
Electric	W#41	363,202.86
Water	W#40	17,830.41
Sewer	W#40	33,206.98
Captl. Water Proj.	W#24	72,783.31
Captl. Parking Lots	W#23	12,805.00
General	W#40	34,261.59
Electric	W#43	24,217.07
Water	W#42	6,080.88
Sewer	W#42	25,894.77

EXECUTIVE SESSION TO DISCUSS PERSONNEL

The board made a motion by Trustee Catalano, seconded by Trustee Santi and was carried unanimously to enter into Executive Session to discuss the employment history of a particular employee in the Electric, Recreation and Public Works Departments.

Following Executive Session, the board made a motion to re-enter regular session on a motion made by Trustee Santi, seconded by Trustee Cochran and was carried unanimously.

ACTION

Action taken following the Executive Session is as follows:

The board made a motion to approve the offer to extend the Retirement Incentive for Forrest Hubert to March 30th by Trustee Catalano, seconded by Trustee Santi and was carried unanimously.

The board made a motion to remove the probationary pay rate for the PWD Laborer position for Ray Mortimer effective 2/22/18 by Trustee Catalano, seconded by Trustee Santi and was carried unanimously.

The board made a motion by Trustee Santi, seconded by Trustee Catalano and was carried unanimously to approve the bid to Water/WPCF Laborer position by Ray Mortimer contingent upon his being made permanent and successfully completing his probationary period by 6/1/18.

There being no further business to come before the board the meeting was adjourned on a motion made by Trustee Catalano, seconded by Trustee Santi and was carried unanimously.