

**Village Board Workshop Meeting
April 15, 2015
Minutes**

BOARD MEMBERS PRESENT

Gary Penders, Mayor
Carol J. Nellis-Ewell, Trustee
Charles Hopson, Trustee
Ray Kuntz, Trustee
David Wohlers, Trustee

BOARD MEMBERS ABSENT

OTHERS PRESENT

Owen McIntee, SME Superintendent
Rich McQuilkin, Code Enforcement Officer
Eric Stowe, Village Attorney
Jacqueline Sullivan, Village Clerk
Tom West, DPW Superintendent

Mayor Penders called the meeting to order at 4:30 p.m.

BI/CE/FM - (4:30-5:00 p.m.) – P. Smith/R. McQuilkin

Mr. Smith indicated that an inspection was completed at Mangia Mangia for them to obtain a C of O. The results from the inspection included removing the inappropriate sandwich sign, various minor repairs and the possibility of a sidewalk café in the future; 50 Amity Street has been purchased and the current owner is requesting a C of O inspection to obtain a current C of O due to the sale of the property; Cams Pizza has closed and a deal is being worked on for a new tenant; Pontillos Pizza was closed due to gas service being terminated, when the gas service was turned back on gas leaks were found on the fittings; repairs have been completed and Pontillos is reopened.

Trustee Nellis-Ewell commented that the 6 month trailer waiver that the Village Board approved for the bowling alley has expired today. Trustee Nellis-Ewell requested that it be researched and addressed for comment at a future meeting.

Mr. McQuilkin presented his monthly report and indicated that he has performed building inspections at 377 S. Union Street, 409 S. Union Street and re-inspections at Tim Horton's, Kwik Fill and Atlas Fitness. Currently Atlas Fitness continues to be non-compliant. Mr. McQuilkin continued that he has been addressing a water use at 23 N. Union Street, Bulk/Residential refuse issues, commercial refuse issue at 500 S. Union Street, sign issues with various businesses, unregistered vehicles, vacant property complaint at 75 Maplewood Ave and a property complaint at 9 Kirkgate Drive. Work continues on the FEMA grant with SFD and the Town of Ogden. Attended and hosted the monthly MCFMA meeting in March and attended the MCFMA meeting in April.

Trustee Nellis-Ewell commented that the Chamber of Commerce is working on submitting an application to the ZBA for consideration for Welcome to Spencerport banners to be installed on the lift bridge this summer.

Attorney – (5:00 p.m.) – E. Stowe

Attorney Stowe suggested that the Village Board take into consideration adjusting fees specifically recreation fees associated with recently signed IMA's with the Town of Ogden.

Mayor Penders suggested that an IMA be developed for fueling services to the Ogden Police Department.

Attorney Stowe indicated that he would address it with Town of Ogden attorney.

General Discussion

Mr. Brian Baty, BMA Consulting Services, Inc. presented a proposal to the Village Board for liability and workers compensation insurance consulting services. Mr. Baty explained that he had provided consulting services to the Village previously and that would like to provide consulting services again to the Village. Compensation for these services will be 33% of any savings received through Mr. Baty's services. Mr. Baty indicated that he is aware of a liability insurance provider that could potentially save the Village \$14, 000.00

Resolution 115 4/2015

Introduced by: Mayor Penders

Seconded by: Trustee Nellis-Ewell

WHEREAS, the Consultant is familiar with the financial services and insurance markets utilized by the Client and has experience in risk management and related services; and

WHEREAS, the Client seeks to engage the consulting services of the Consultant to effectively meet the needs of the Client; and

WHEREAS, the Consultant desires to provide services to the Client under the terms and conditions of this Agreement; and

WHEREAS, the Client and the Consultant agree and acknowledge that it is in their mutual best interests to enter into this Agreement expressly stating the conditions which will regulate and control the responsibilities of consulting and confidentiality between the parties:

NOW, THEREFORE, IT IS AGREED:

- 1) Consultation Services. The Client hereby employs the Consultant to perform the following services in accordance with the terms and conditions set forth in this Agreement: The Consultant will consult with the designated committees and employees of the Client concerning matters which may include, but are not limited to:
 - a) developing an exposure analysis for the purposes of determining risk exposure and tolerance.
 - b) develop specifications for the purpose of soliciting competitive quotes for all Property, Liability, and Workers Compensation insurance. This includes the review, analysis, and recommendations for all proposals submitted.
 - c) negotiate renewal premiums, terms, and conditions with the incumbent agent and/or or insurance carrier, as necessary.
 - d) maintain and update exposure information as provided by the Client and determine the insurability of each.
 - e) verify the accuracy of all property, liability and workers compensation policies issued during the term of this contract.
 - f) verify the accuracy of all premium invoices, or as requested.
 - g) verify the accuracy of all premium audits.
 - h) Request and receive endorsements issued to the current policies; verify the accuracy of each.
 - i) request and receive certificates of insurance, as needed.
 - j) assist in filing claims, as needed.
 - k) review and monitor loss and claim information, both paid and reserved, for the purpose of developing the appropriate risk management and underwriting programs.

- l) attend insurance review meeting as necessary.
- m) review and market Statutory Disability Insurance, as needed.
- n) review, market, and analyze any Employee Benefits program the Client desires, including, but not limited to, Health, Dental Insurance, Life Insurance, and Long Term Disability Insurance.

2. Terms of Agreement. This Agreement will begin April 1, 2015 and will end March 31, 2016. Either party may cancel this Agreement on ninety (90) day's notice to the other party in writing, by certified mail or personal delivery.

3. Place Where Services Will Be Rendered. The Consultant will perform most services in accordance with this contract at a location of Consultant's discretion. In addition, the Consultant will perform services on the telephone and at such other places as necessary to perform these services in accordance with this Agreement.

4. Payment to Consultant. The Consultant will be paid 33% of Savings (as defined below) for work performed in accordance with this Agreement. The Client will pay the Consultant the proportionate amount of savings incurred within 60 days of the effective date of Savings; or, Savings payments can be made on a scheduled basis mutually agreed upon by both parties.

Vote of the Board:	Carol J. Nellis-Ewell, Trustee	Aye
	Charles R. Hopson, Trustee	Aye
	Ray Kuntz, Trustee	Aye
	David Wohlers, Trustee	Aye
	Gary Penders, Mayor	Aye

Resolution 116 4/2015

Introduced by: Mayor Penders
 Seconded by: Trustee Hopson

Be it resolved that the Village of Spencerport Board of Trustees hereby authorizes the Mayor to sign the 2015 Storm Water Report MS4 Municipal Compliance Certification Form.

Vote of the Board:	Carol J. Nellis-Ewell, Trustee	Aye
	Charles R. Hopson, Trustee	Aye
	Ray Kuntz, Trustee	Aye
	David Wohlers, Trustee	Aye
	Gary Penders, Mayor	Aye

Resolution 117 4/2015

Introduced by: Mayor Penders
 Seconded by: Trustee Kuntz

Be it resolved that the Village of Spencerport Board of Trustees hereby approves the hiring of William Faul as a seasonal employee starting April 20, 2015 through October 30, 2015 at a rate of \$13.40 per hour.

Vote of the Board:	Carol J. Nellis-Ewell, Trustee	Aye
	Charles R. Hopson, Trustee	Aye
	Ray Kuntz, Trustee	Aye
	David Wohlers, Trustee	Aye
	Gary Penders, Mayor	Aye

Resolution 118 4/2015

Introduced by: Mayor Penders

Seconded by: Trustee Wohlers

Be it resolved that the Village of Spencerport Board of Trustees hereby approves the hiring of Norman Lessord as a seasonal employee starting April 20, 2015 through October 30, 2015 at a rate of \$12.37 per hour.

Vote of the Board:	Carol J. Nellis-Ewell, Trustee	Aye
	Charles R. Hopson, Trustee	Aye
	Ray Kuntz, Trustee	Aye
	David Wohlers, Trustee	Aye
	Gary Penders, Mayor	Aye

Resolution 119 4/2015

Introduced by: Mayor Penders

Seconded by: Trustee Kuntz

Be it resolved that the Village of Spencerport Board of Trustees hereby approves the hiring of Joseph Maier, as a summer employee starting May 11, 2015 not to exceed 480 hours at a rate of \$10.00 per hour.

Vote of the Board:	Carol J. Nellis-Ewell, Trustee	Aye
	Charles R. Hopson, Trustee	Aye
	Ray Kuntz, Trustee	Aye
	David Wohlers, Trustee	Aye
	Gary Penders, Mayor	Aye

Resolution 120 4/2015

Introduced by: Mayor Penders

Seconded by: Trustee Hopson

Be it resolved that the Village of Spencerport Board of Trustees hereby approves SME Foreman Michael Meyers and SME Lineman Mat Gartz to inspect the 2015 SME Hybrid Bucket Truck as designed per specifications at the Altec Industries located in Kansas City, MO. Cost not to exceed \$800 for flight and hotel accommodations Tuesday, May 5 – Wednesday, May 6, 2015.

Vote of the Board:	Carol J. Nellis-Ewell, Trustee	Aye
	Charles R. Hopson, Trustee	Aye
	Ray Kuntz, Trustee	Aye
	David Wohlers, Trustee	Aye
	Gary Penders, Mayor	Aye

Resolution 121 4/2015

Introduced by: Mayor Penders

Seconded by: Trustee Wohlers

Be it resolved that the Village of Spencerport Board of Trustees hereby approves Cheryl Rommes of Positive Impact Personal Training & Fitness Studio assembly permit for a Canal Walk and Balloon Release to benefit the Westside Relay for Life; Saturday, April 25, 2015 from 9:00 – 10:30 a.m. Walk will start in the Village of Spencerport Municipal Parking Lot located at 85 S. Union Street.

Vote of the Board: Carol J. Nellis-Ewell, Trustee Aye
 Charles R. Hopson, Trustee Aye
 Ray Kuntz, Trustee Aye
 David Wohlers, Trustee Aye
 Gary Penders, Mayor Aye

Resolution 122 4/2015

Introduced by: Mayor Penders
 Seconded by: Trustee Hopson

Be it resolved that the Village of Spencerport Board of Trustees hereby approves additional software support from Planet Technologies in the amount of \$500 for the implementation of Office 365 email services.

Vote of the Board: Carol J. Nellis-Ewell, Trustee Aye
 Charles R. Hopson, Trustee Aye
 Ray Kuntz, Trustee Aye
 David Wohlers, Trustee Aye
 Gary Penders, Mayor Aye

Resolution 123 4/2015

Introduced by: Mayor Penders
 Seconded by: Trustee Nellis-Ewell

Be it resolved that the Village of Spencerport Board of Trustees hereby approves the below budget transfers.

April 15, 2015 BUDGET TRANSFER & REVISION Fiscal Year End 5/31/2015						
AMOUNT	TO ACCOUNT			FROM ACCOUNT		
\$1	A1210.100	Mayor Salary		A1325.100	Clerk Treasurer Salary	
\$10,000	A1989.100	Vacation/Sick/Holiday		A1325.100	Clerk Treasurer Salary	
\$15,000	A5142.100	Snow Removal Salary		A1325.100	Clerk Treasurer Salary	
\$8,000	A5142.100	Snow Removal Salary		A5110.100	Highways Salary	
\$21,100	A5142.100	Snow Removal Salary		A5110.400	Highways Contractual	
\$44,100						
\$3,071	A5142.401	Snow Removal - Equip Vehicle Repair		A5110.401	Highways Equip Vehicle Repair	
\$4,165	A5142.402	Snow Removal - Deicing Material		A5110.402	Road Materials	
\$1,000	A7520.400	Historical/Trolley Contractual		A7110.400	Parks Contractual	
\$1,500	A8020.400	Planning Contractual		A8010.400	Zoning Contractual	
\$3,200	A9060.801	Dental Plan		A9050.800	Unemployment Insurance	
\$1,500	G9060.801	Dental Plan		G9050.800	Unemployment Insurance	
\$18,500	G9710.600	EFC-SRF Principal		G5031.000	Interfund Transfers from Debt Svc	

Vote of the Board: Carol J. Nellis-Ewell, Trustee Aye

Charles R. Hopson, Trustee	Aye
Ray Kuntz, Trustee	Aye
David Wohlers, Trustee	Aye
Gary Penders, Mayor	Aye

Trustee Hopson presented a draft letter to residents regarding local law 2/2015 regarding the storage and removal of solid waste.

Trustee Nellis-Ewell indicated that the term cart insinuates that residents will be receiving a cart of sorts.

It was determined that the term cart would be changed to container.

Trustee Wohlers questioned what the process would be for a multi-family rental property.

Superintendent West responded that the property would purchase one container and rent other containers if necessary.

A motion was made by Mayor Penders, seconded by Trustee Hopson and carried that the workshop meeting be adjourned to executive session to discuss litigation at 5:36 p.m.

A motion was made by Mayor Penders, seconded by Trustee Nellis-Ewell and carried that the executive session be adjourned at 6:08 p.m. to workshop session.

A motion was made by Mayor Penders, seconded by Trustee Hopson and carried that the workshop meeting be adjourned at 6:08 p.m.