

Village Board Workshop Meeting
April 15, 2015
4:30 p.m.

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

Attorney – (5:00 p.m.) – E. Stowe

General Discussion

- Sandy Mitchell – Village Historian’s report
- Brian Baty – Insurance Consulting Presentation
- 2015 NYCOM Annual Meeting & Training Conference – confirm attendance

Resolution 4/2015

Introduced by:

Seconded by:

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

Resolution 4/2015

Introduced by:

Seconded by:

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

Resolution 4/2015

Introduced by:

Seconded by:

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

Resolution 4/2015

Introduced by:

Seconded by:

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

Resolution 4/2015

Introduced by:

Seconded by:

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

2015 Annual Meeting & Training School

Sunday, May 3 - Tuesday, May 5
 Gideon Putnam Hotel , Saratoga Springs

Meeting registration includes participation at all sessions, the trade show, breaks and reception. Refunds will be made in full for registration ONLY if you notify NYCOM **no later than Friday, May 1, 2015**. Please note that sessions begin on Sunday, May 3th at 2:00 p.m. and conclude on Tuesday, May 5th at 11:30 a.m.



REGISTER ONLINE

NYCOM's ONLINE REGISTRATION is now OPEN

REGISTRATION RATES	Member City/Village	NYCOM Network (Gold/Silver/Bronze)	Non-Member (City/Village)	Other Company/Organization
FULL Program (after 4/18/15)	\$275 (\$295)	\$365 (\$385)	\$425 (\$445)	\$505 (\$525)
One-Day (after 4/18/15)	\$185 (\$205)	\$205 (\$225)	\$235 (\$255)	\$275 (\$295)

CONFERENCE AGENDA

This TENTATIVE AGENDA is updated regularly and is *subject to change*.

HOTEL RESERVATION DETAILS • GIDEON PUTNAM HOTEL

The per night hotel room rate includes breakfast, lunch and dinner.

HOTEL RATES	SINGLE	2 MUNICIPAL OFFICIALS	MUNICIPAL OFFICIAL & GUEST	DIRECTIONS
GIDEON PUTNAM HOTEL	\$285	\$213.50 (per person)	\$285 + \$142	<u>GIDEON PUTNAM</u>

The GIDEON PUTNAM HOTEL is the meeting headquarters for the 2015 Annual Meeting & Training School. All sessions and meals will be at the Gideon Putnam Hotel. Hotel reservations can be made directly with the Gideon Putnam Hotel at (866) 746-1077 or (518) 584-3000 and use CODE: 9N50FH. **Our room block will be released on April 10, 2015, so please register immediately.**

MEETING POLICIES AND PROCEDURES

Policy on Access for the Disabled - The Conference of Mayors makes every effort to plan meetings which are accessible to the disabled. NYCOM requests advance notice by the registrant (including on-site registrants) so that we can make appropriate arrangements.

Attire - The attire for sessions at the Annual Meeting is business attire.

Authority to Attend - Attendance at this training event is permitted by section 77-b of the General Municipal Law. Subdivision 2 of the section permits a city to authorize attendance by "any of its members or any officer or employee ... or other person who has been elected pursuant to law to a public office of a municipality for which the term of office has not commenced ..." You are entitled to be reimbursed for all actual and necessary costs incurred while attending this program.

Additional Policies - Meeting registration includes participation at all sessions, the trade show, breaks and reception. Refunds will be made in full for registration ONLY, if you notify NYCOM no later than May 1, 2015. The meeting registration fee is waived for guests of paid attendees, but meals are not included.

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2015 Annual Meeting Tentative Agenda

SUNDAY, MAY 3

1:00 p.m. NYCOM REGISTRATION OPENS

2:00 p.m. CONCURRENT SESSIONS

- Rights and Responsibilities Under FOIL and OML
- Albany Update

3:30 p.m. CONCURRENT SESSIONS

- IMAs and Risk Transfer
- Developing a Vision for Your Community
- Using a Land Bank to Address Abandoned Properties

6:00 p.m. - RECEPTION

7:00 p.m. DINNER

- Local Government Achievement Awards
- NYMIR and NYS Municipal Workers' Compensation Alliance Risk Management Awards
- Entertainment

MONDAY, MAY 4

8:00 a.m. CONCURRENT SESSIONS

- Cost Effective Solar Policy
- Running Wild: Animal Control in a Municipal Jungle
- New York's Rollout of Medical Marijuana: Opportunities for Economic Development?

9:00 a.m.

- **ANNUAL BUSINESS MEETING**

9:30 a.m. OPENING GENERAL SESSION

Four short, idea-focused talks meant to foster learning, inspiration and provoke conversation

11:00 a.m. CONCURRENT SESSIONS

- Creative Approaches to Annexation
- Painful Lessons in Workers' Compensation
- Collective Bargaining: Negotiation Trends and Creative Ways to Settle Contracts
- How to Recover Following a Municipal Disaster

12:30 p.m. LUNCHEON

- Annual Installation of NYCOM Officers

2:00 p.m. CONCURRENT SESSIONS

- Getting Engaged in the REDC/CFA Process
- Capital Plan Development and Implementation
- In the Trenches: What Every Municipal CEO Needs to Know About Their DPW
- Attracting and Retaining Youth in Your Community

3:30 p.m. CONCURRENT SESSIONS

- Understanding the New Brownfields Program
- Q & A: Legal/Finance Panel
- Placemaking and Tactical Urbanism

5:00 p.m. PRESIDENT'S RECEPTION

Sponsored by New York Municipal Insurance Reciprocal (NYMIR)

Evening DINNER ON YOUR OWN

TUESDAY, MAY 5

8:30 a.m. CONCURRENT SESSIONS

- Polling as a Governing Tool
- Hot Topics in Policing: Use of Tasers & Body Cameras
- Gaining Control of Utility Costs

10:15 a.m. CONCURRENT SESSIONS

- Justice Courts
- Rough Waters: Ethics for Municipal Leaders
- Infrastructure Funding - (EFC) New and Existing

11:30 a.m. MEETING CONCLUDES

LAST UPDATED: 3/25/15

A Proposal to Perform Consulting Services

For

Village of Spencerport

Presented By:

B.M.A. CONSULTING SERVICES, INC.

BUSINESS CONSULTANT AGREEMENT

This Agreement dated April 1, 2015 is made By and Between Village of Spencerport whose address is 27 West Ave., Spencerport, NY 14559 (“Client”); and B.M.A. Consulting Services, Inc. a New York Corporation, whose principal office is located in Amherst, New York (“Consultant”).

RECITALS:

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) days 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.

Savings will be defined as: *renewal rate, versus expiring rate; times renewal exposure for all Property, Liability and Workers Compensation Insurance. **Please note that an increase in deductible will not be construed as savings.***

Additionally, Savings definition will include:

- *Any amount saved by the Consultant due to the application of additional workers compensation classification.*
- *Any amount saved by the Consultant due to the re-classification of payroll to a lower rated class.*
- *Any amount saved by the Consultant through the application of the proper experience modification factor.*

5. Confidential Information. The Consultant agrees that any information received by the Consultant during any furtherance of the Consultant's obligations in accordance with this contract, which concerns the personal, financial or other affairs of the Client will be treated by the Consultant in full confidence and will not be revealed to any other persons, firms or organizations without prior consent from the Client.
6. Employment of Others. The Client may from time to time request that the Consultant arranges for the services of others. All costs to the Consultant for those services will be paid by the Client but in no event shall the Consultant employ others without the prior authorization of the Client.
7. Governing Law: This Agreement shall be construed in accordance with and governed by the internal domestic laws of the State of New York.
8. Entire Agreement: There are no oral agreements in connection with this Agreement. This Agreement constitutes the entire agreement of the parties hereto and supersedes any prior agreements or understandings, whether oral or written, between the parties hereto with respect to the subject matter hereof This Agreement may not be terminated, modified or amended orally or by any course of conduct or usage of trade but only by an agreement in writing duly executed by the parties hereto.
9. Binding Effect: This Agreement shall be binding upon the Consultant, his heirs and legal representatives and shall inure to the benefit of the Client, its successors and assigns.
10. Paragraph Headings: Headings and subheadings herein are for convenience of reference only and are not of substantive effect.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by and between Consultant and the Client as of the date first above written.

By: _____
B.M.A. Consulting Services, Inc., Brian J. Baty – President

By: _____
Village of Spencerport