Evans Town Board

At a Regular Meeting of the Town Board of the Town of Evans, held at the Evans Town Hall, 8787 Erie Road, Angola New York there were:

PRESENT:	Michael Schraft	Councilman
	Jeanne Macko	Councilman
	Mary Hosler	Supervisor
ALSO PRESENT:	Lynn Krajacic	Town Clerk
	Jennifer Farrell	Town Attorney
	Brittany Gloss	Director of Finance
	Mary Holl	Supervisor's Secretary
	Douglas Czora	Police Chief

PUBLIC HEARING

LEGAL NOTICE
TOWN OF EVANS

Please take notice that the Town Board of the Town of Evans, Erie County, New York will hold a public hearing on April 3, 2019 at 7:10 P.M. prevailing time at the Evans Town Hall, 8787 Erie Road, Angola, New York 14006 with respect to a request by St. Paul's Place Apartments, LP for the Town of Evans to enter into a contract to extend a PILOT Agreement for an additional period of 15 years from fiscal year January 1, 2019 to December 31, 2033.

The PILOT extension will allow the property owner to continue to offer affordable Senior Housing. The property was built and financed by the New York State Housing Finance Agency. The extension of the PILOT (was 15 years, extended 15 for a total of 30) will allow owner of Property to match the PILOT duration with the timeframe of their affordability requirement, which is also 30 Years.

All parties in interest and citizens shall have an opportunity to be heard by the Town Board at the public hearing to be held aforesaid.

By Order of the Town Board
of the Town of Evans
Lynn M. Krajacic RMC
Town Clerk

RESOLTUION 2019 #181 Open the Public Hearing

Supervisor Hosler moved and Councilman Schraft seconded to open the public hearing.

VOTE RESULT:	ADOPTED BY ROLL CALL	
	Councilman Macko	Aye
	Councilman Schraft	Aye
	Supervisor Hosler	Aye

The following spoke in favor: Bill Henry

RESOLUTION 2019 #182 Close the Public Hearing

Supervisor Hosler moved and Councilman Macko seconded to close the public hearing.

VOTE RESULT:	ADOPTED BY ROLL CALL	
	Councilman Macko	Aye
	Councilman Schraft	Aye
	Supervisor Hosler	Aye

RESOLUTION 2019 #183 St. Paul's Place PILOT Agreement

Supervisor Hosler moved and Councilman Macko seconded,

WHEREAS, St. Paul's Place Apartments, LP has requested that the Town Board approve a 15 year extension of the PILOT Agreement for the affordable senior apartment community at 930 Lake Street; and

WHEREAS, in connection with the requested extension of the PILOT Agreement, St. Paul's Place Apartments, LP has submitted a proposed PILOT Payment Schedule by which the annual PILOT payment to be received by the Town of Evans shall increase by three percent annually for the extended term of 15 years; and

WHEREAS, the Town Assessor has reviewed the requested extension of the PILOT Agreement including the proposed PILOT Payment Schedule for the 15 year extended term; and

WHEREAS, the Town Board held a public hearing on the requested 15 year extension of the PILOT on April 3, 2019; and

THEREFORE BE IT RESOLVED, the Town Board approves the requested 15 year extension of the PILOT for the St. Paul's Place Apartments, LP, affordable senior housing community at 930 Lake Street subject to the three conditions as set forth below and the Supervisor of the Town of Evans is hereby authorized to sign the PILOT Agreement for the extension of the PILOT between St. Paul's Place Apartments, L.P., Erie County and the Town of Evans upon satisfaction of the following three conditions:

1. During the 15 year extended term of the PILOT, the PILOT Payment to be received annually by the Town shall increase by three percent annually pursuant to the PILOT Payment Schedule submitted to the Town Board and Town Assessor by St. Paul's Place Apartments, LP; and

2. St. Paul's Place Apartments, LP, or any subsequent owner of 930 Lake Street, shall be prohibited from challenging the currently assessed value of $580,000.00 during the term of the 15 year extension of the PILOT; and,

3. The Agreement between the St. Paul's Place Apartments, L.P., Erie County and the Town of Evans for the extended term of the PILOT Agreement shall be reviewed and approved by the Town Attorney and Town Assessor.

VOTE RESULT: ADOPTED BY ROLL CALL

Councilman Macko	Aye
Councilman Schraft	Aye
Supervisor Hosler	Aye

RESOLUTION 2019 #184 Approve Minutes

Supervisor Hosler moved and Councilman Macko seconded that the reading of the minutes of the Town Board meeting of March 20, 2019dispensed with and accepted as submitted by the Town Clerk.

VOTE RESULT: ADOPTED BY ROLL CALL

Councilman Macko	Aye
Councilman Schraft	Aye
Supervisor Hosler	Aye

RESOLUTION 2019 #185 Town Clerk's Reports

Supervisor Hosler moved and Councilman Macko seconded to accept the reports of the Town Clerk as presented:

Town Clerk Report March	$75,532.76
Interest for March	$9.76
Greenspace Fee	$1,400.00

VOTE RESULT: ADOPTED BY ROLL CALL

Councilman Macko	Aye
Councilman Schraft	Aye
Supervisor Hosler	Aye

RESOLUTION 2019 #186 Appointment of Part Time Police Officer

Councilman Schraft moved and Councilman Macko seconded,

WHEREAS, there is an opening for a part-time Police Officer in the Evans Police Department; and

WHEREAS, Patrick O'Donnell meets the requirements needed to become a part-time police officer; and

NOW, THEREFORE BE IT RESOLVED, that the Town Board of the Town of Evans hereby appoints Patrick O'Donnell to the position of part-time police officer with the Evans Police Department, effective immediately; and

FURTHER, BE IT RESOLVED, all other relative issues, rules and regulations will be understood to all parties subject to Civil Service Law and the Evans Police Benevolent Association collective bargaining agreement

VOTE RESULT: ADOPTED BY ROLL CALL

Councilman Macko	Aye
Councilman Schraft	Aye
Supervisor Hosler	Aye

RESOLUTION 2019 #187 Authorize Affirmative Action Officer to Attend Training

Councilman Macko moved and Supervisor Hosler seconded,

WHEREAS; the Affirmative Action Officer requests permission to attend the Fair Housing Law training; and

WHEREAS; said training will be held in Orchard Park, New York on April 8, 2019; and

NOW THEREFORE BE IT RESOLVED, that the Board of the Town of Evans shall grant permission to Elaine Yingling, Affirmative Action Officer, to attend said training and all appropriate and reasonable expenses shall be paid by the Town, per Town policy.

VOTE RESULT: ADOPTED BY ROLL CALL

Councilman Macko	Aye
Councilman Schraft	Aye
Supervisor Hosler	Aye

RESOLUTION 2019 #188 Appointment of Head Lifeguard

Supervisor Hosler moved and Councilman Schraft seconded,

BE IT RESOLVED, that the Travis Wright be appointed to the Head Lifeguard position at an hourly rate of $15.00 per hour, effective April 8, 2019.

VOTE RESULT: ADOPTED BY ROLL CALL

Councilman Macko	Aye
Councilman Schraft	Aye
Supervisor Hosler	Aye

RESOLUTION 2019 #189 Appointment of RPT Laborers

Councilman Schraft moved and Supervisor Hosler seconded,

BE IT RESOLVED, that the following individuals be appointed to the Laborer RPT position:

Name	Salary	Effective Date
Jon Driscoll	$14.00	April 4, 2019
William Ericson	$12.00	April 2, 2019
Daniel Wright	$12.00	April 8, 2019
Steven Pasinski	$12.00	April 8, 2019
Joshua Geiser	$12.00	April 8, 2019

VOTE RESULT: ADOPTED BY ROLL CALL

Councilman Macko	Aye
Councilman Schraft	Aye
Supervisor Hosler	Aye

RESOLUTION 2019 #190 Amend Resolution 2017-554 (Police Dispatcher)

Councilman Macko moved and Supervisor Hosler seconded,

BE IT RESOLVED, that resolution 2017-554 be amended to include that the Civil Service hire date of Thomas Lederhouse applies to vacation.

VOTE RESULT: ADOPTED BY ROLL CALL

Councilman Macko	Aye
Councilman Schraft	Aye
Supervisor Hosler	Aye

RESOLUTION 2019 #191 UAW Local #55 Memorandum of Understanding

Supervisor Hosler moved and Councilman Macko seconded,

WHEREAS, the collective bargaining agreement between the Town of Evans and UAW Amalgamated Local #55 (Police Dispatchers) was previous approved by the Evans Town Board;

BE IT RESOLVED, the attached Memorandum of Understanding is hereby approved to be incorporated into the current collective bargaining agreement. (Addendum A)

VOTE RESULT: ADOPTED BY ROLL CALL

Councilman Macko	Aye
Councilman Schraft	Aye
Supervisor Hosler	Aye

RESOLUTION 2019 #192 Suspend the Rules of Order

Supervisor Hosler moved and Councilman Schraft seconded to suspend the rules of order for the consideration of an additional resolution

VOTE RESULT: ADOPTED BY ROLL CALL

Councilman Macko	Aye
Councilman Schraft	Aye
Supervisor Hosler	Aye

RESOLUTION 2019 #193 Advertise Public Hearing for Proposed Local Law #5

Supervisor Hosler moved and Councilman Schraft seconded,

BE IT RESOLVED, that the Town Clerk is hereby authorized to post and publish the needed legal notice for a public hearing to be held Wednesday, April 17, 2019 at 7:10 p.m. in the Evans Town Hall for consideration of Proposed Local Law #5 of 2019 regarding code revisions to Evans Town Code Chapter 113: Flood Damage Prevention.

VOTE RESULT: ADOPTED BY ROLL CALL

Councilman Macko	Aye
Councilman Schraft	Aye
Supervisor Hosler	Aye

RESOLUTION 2019 #194 Audit of Bills

Supervisor Hosler moved and seconded Councilman Schraft seconded that all properly audited bills

AUDIT OF BILLS

DATE	4/4/2019
ABSTRACT NO.	7
VOUCHER NO.	4518 - 4589
CHECK NUMBERS	79286 - 79343
APPROVED AT	Board Meeting
DATE	4/3/2019
GENERAL	$165,421.38
PART TOWN	$3,655.74
HIGHWAY DB	$32,130.66
WATER	$8,602.10
CAPITAL PROJECTS	$0.00
SPECIAL DISTRICTS	$21,922.10
DEBT SERVICE	$0.00
TOTAL	**$231,731.98**

VOTE RESULT: ADOPTED BY ROLL CALL
Councilman Macko Aye
Councilman Schraft Aye
Supervisor Hosler Aye

RESOLUTION 2019 #195 Adjournment

Supervisor Hosler and Councilman Macko moved to adjourn to Wednesday April 17, 2019 at 6pm for a Work Session and 7pm for a Regular Town Board Meeting and then to Wednesday, April 24, 2019 at 6pm for a Work Session.

VOTE RESULT: ADOPTED BY ROLL CALL
Councilman Macko Aye
Councilman Schraft Aye
Supervisor Hosler Aye

Open Meetings Law, Public Officers Law, Article 7, §106. Minutes.
Minutes shall be taken at all open meetings of a public body which shall consist of a record or summary of all motions, proposals, resolutions and any other matter formally voted upon and the vote thereon.

These minutes are an unofficial copy unless the original signature of the Town Clerk is affixed below. The original official paper minutes are stored in the Town's vault.

Respectfully Submitted,

Lynn M. Krajacic, RMC
Town Clerk

AFFIDAVIT OF PUBLICATION

State of New York

County of Chautauqua

City of Dunkirk

LEGAL NOTICE
TOWN OF EVANS

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By Order of the Town Board
of the Town of Evans
Lynn M. Krajacic RMC
Town Clerk

O-165111 March 23, 2019-adv

Sheila McWillson, being duly sworn, deposes and says that she is the Principal Clerk, for Ogden Newspapers of New York Inc. the publisher of The OBSERVER, a daily newspaper published in the City of Dunkirk, Chautauqua County, State of New York, and that a notice of which the annexed is a printed copy, was inserted and published in said newspaper on the following dates

March 23, 2019

Signed: Sheila McWillson
Sheila McWillson

Signed before me this 25th day of March 2019

Barbara J. Musso
Notary Public

BARBARA J. MUSSO
Notary Public, State of New York
Qualified in Chautauqua County
My Commission Expires 5/4/19

THE TOWN OF EVANS
NEW YORK

AND

INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA (UAW) AMALGAMATED LOCAL NO. 55 (DISPATCHERS)

RECEIVED

APR 18 2019

Lynn M. Krajacic
Town Clerk
Town of Evans

MEMORANDUM OF UNDERSTANDING

1. LEAD DISPATCHER

The parties agree to an "in-house" title of Lead Dispatcher the appointment of which and the responsibility of additional duties shall be at the sole discretion of the Chief of Police. The employee holding said title shall be compensated at a salary to be determined.

ADD:

Effective January 1, 2019, the Lead Dispatcher will be paid a stipend equal to two thousand and eighty dollars ($2080.00) per year.

PUBLIC SAFETY LEAD DISPATCHER DUTIES

The purpose of the lead dispatcher position is to assist the chief of police and the police department with issues related to dispatch. The lead dispatcher will be a full-time Town of Evans Public Safety Dispatcher with at least 60 months of full-time service with the Town of Evans, and will report to the chief of police for issues pertaining to dispatch. The shift supervisor will be in command of their shift, including dispatch and the lead dispatcher.

The Lead Dispatcher will perform all the duties of a Public Safety Dispatcher, with additional responsibilities to include the following:
-Attend command officers staff meetings, Central Police Services meetings, event meetings, etc.
-Assist chief of police with scheduling dispatch shifts, including overtime shifts
-Oversee the training of new hire dispatchers, as well as schools for other dispatchers
-Manage other dispatcher duties (i.e. Fire Council meetings, Helmuth meetings, DIR reports)
-Manage systems, equipment, procedures, etc. in dispatch for operation and upgrades
-Work with the courts with issues related to warrants, protection orders, etc.

MEMORANDUM OF UNDERSTANDING

2. VACATION

Current Language:

For Amy Valenti, Deborah Dalton and Joseph Gian whom have completed the period of continuous service, based upon his/her original employment date as indicated in the following table, in any calendar year during the term of this agreement, shall receive a vacation corresponding to such period of continuous service as shown in the following table:

Completion of five (5) years	3 weeks, 2 days	(136 hours)
Completion of ten (10) years	4 weeks	(160 hours)
Completion of twenty (20) years	5 weeks	(200 hours)

MODIFY:

For **Patrick Garrigan**, Amy Valenti, Deborah Dalton and Joseph Gian whom have completed the period of continuous service, based upon his/her original employment date as indicated in the following table, in any calendar year during the term of this agreement, shall receive a vacation corresponding to such period of continuous service as shown in the following table:

Completion of five (5) years	3 weeks, 2 days	(136 hours)
Completion of ten (10) years	4 weeks	(160 hours)
Completion of fifteen (15) years	**4 weeks, 2 days**	**(176 hours)**
Completion of twenty (20) years	5 weeks	(200 hours)

In addition, for the 2017 vacation year: Patrick Garrigan will be paid out, at his applicable rate, a total of sixteen (16) vacation hours for the two (2) vacation days he lost.

MEMORANDUM OF UNDERSTANDING

3. DENTAL

Current Language:

14.03 – Dental Coverage

The Town will provide for each employee, his/her spouse and dependent children a dental insurance plan. The cost of which shall be the same formula as utilized for health insurance coverage (employee 10% of premium cost, Town 90% of premium cost). The dental insurance provider shall set the guidelines and the availability of such a plan.

MODIFY:

Effective October 1, 2018, the Town will pay 100% of the premium cost for the dental insurance plan.

Employees hired after January 1, 2019 will not be eligible for dental coverage at retirement (see Article 14.2).

MEMORANDUM OF UNDERSTANDING

4. HOLIDAYS

Current Language:

9.01 – Holidays Recognized and Observed

The following days shall be recognized and observed as paid holidays:

New Year's Day
Martin Luther King, Jr. Day
President's Day
Good Friday
Memorial Day
Fourth of July
Labor Day
Columbus Day
Election Day
Veterans' Day
Thanksgiving Day
Christmas Day

Each employee may elect to be paid for all indicated holiday hours in lieu of holiday hours time off. Each employee shall notify the Chief of Police as to the holiday hours he/she elects to be paid for and the holiday hours he/she elects for holiday hours time off. It is understood that forty-eight (48) hours of holiday hours time off must be used by July 1st of each contract year and the remaining forty-eight (48) hours of holiday time off must be scheduled or used by December 1st of each contract year. Choices must be made by December 1st for the next year. If not used, by the indicated dates above, the employee will be paid for all unused hours at his/her regular rate of pay.

9.02 – Holiday Overtime Pay

Any employee who works on the holiday(s) listed in Section 9.01 shall be compensated at the employee's applicable overtime rate for all hours worked.

9.03 – Employees will be allowed to use four (4) hour blocks of holiday time off as authorized by the Chief of Police or his designee.

ADD/MODIFY:

9.01 - Holidays Recognized and Observed

New Year's Day
Martin Luther King, Jr. Day
President's Day
Good Friday
Memorial Day
Fourth of July
Labor Day
Columbus Day
Election Day
Veterans' Day
Thanksgiving Day
Christmas Day

MEMORANDUM OF UNDERSTANDING

4. HOLIDAYS – cont.

Holidays/Floating holidays:

In addition to the holidays set forth each dispatcher shall receive sixteen (16) hours of floating holidays. A dispatcher may be paid for these floating holidays as time off under same rules as a holiday listed. Each dispatcher shall notify the Chief of Police as to the holiday(s) floating holiday(S) he elects to be paid for the holiday(s) he elects for time off during the next year.

A dispatcher that works a shift that starts on or ends on Christmas Day shall be paid at the dispatcher's hourly overtime rate for all hour(s) actually worked on that shift.

A dispatcher that works a shift that starts on or ends on Christmas Day shall be paid at the dispatcher's hourly overtime rate for all hour(s) actually worked on that shift.

Each employee may elect to be paid for all indicated holiday hours in lieu of holiday hours time off. Each employee shall notify the Chief of Police as to the holiday hours he/she elects to be paid for and the holiday hours he/she elects for holiday hours time off. It is understood that **fifty-six (56) hours** of holiday hours time off must be used by July 1st of each contract year and the remaining **fifty-six (56) hours** of holiday time off must be scheduled or used by December 1st of each contract year. Choices must be made by December 1st for the next year. If not used, by the indicated dates above, the employee will be paid for all unused hours at his/her regular rate of pay.

In addition for the 2017 holiday year: Lynette Thexton, Patrick Garrigan, Amy Valenti, Deborah Dalton, Joseph Gian, and Thomas Lederhouse will be paid out, at his/her applicable rate, a total of sixteen (16) hours holiday pay for the two (2) holiday days they lost.

In addition for the 2018 holiday year: Lynette Thexton, Patrick Garrigan, Amy Valenti, Joseph Gian, Thomas Lederhouse, and Michael Conti will be paid out, at his/her applicable rate, a total of sixteen (16) hours holiday pay for the two (2) holiday days they lost.

MEMORANDUM OF UNDERSTANDING

5. CLEANING ALLOWANCE

Current Language:

6.05 – Cleaning Allowance

The Town will pay each full time employee a uniform cleaning allowance, on or about the first pay period in December, which sum shall be pro-rated for an employee who is not employed for the full calendar year. Each full time employee must provide the Town with a valid per service receipt by December 1st of each year to be eligible for any uniform allowance. The cleaning allowance amount per year, per employee, will be as follows:

2017 - $300.00
2018 - $300.00
2019 - $300.00

ADD/MODIFY:

6.05 – Cleaning Allowance

The Town will pay each full-time employee a uniform cleaning allowance, on or about the first pay period in December, which sum shall be pro-rated for an employee who is not employed for the full calendar year. Each full-time employee must provide the Town with a valid per service receipt by December 1st of each year to be eligible for any uniform allowance. The cleaning allowance amount per year, per employee, will be as follows:

2017 - $300.00
2018 - $600.00
2019 - $600.00

MEMORANDUM OF UNDERSTANDING

6. LONGEVITY

ADD/MODIFY:

6.04 – Longevity Pay

Each employee **hired after January 1, 2016** shall be paid the following non-cumulative longevity pay yearly:

Service	Amount to be paid
Upon completion of 5 years	$ 825.00
Upon completion of 10 years	$1,050.00
Upon completion of 15 years	$1,200.00
Upon completion of 20 years	$1,425.00
Upon completion of 25 years	$1,850.00

Longevity payments shall be paid in a lump sum, payable within a reasonable time after the employee's anniversary date.

Employees hired before January 1, 2016 shall be paid the following non-cumulative longevity pay yearly:

Upon completion of 5 years of service	**1,450**
Upon completion of 10 years of service	**1,550**
Upon completion of 15 years of service	**1,650**
Upon completion of 20 years of service	**1,750**
Upon completion of 25 years of service	**1,850**

Longevity payments shall be paid in a lump sum, payable within a reasonable time after the dispatcher's anniversary date.

In addition, for the 2017 year, Joseph Gian will be paid five-hundred ($500.00) dollars to make him whole for longevity monies lost.

In addition, for the 2018 year, Joseph Gian will be paid five hundred ($500.00) dollars to make him whole for monies lost and Patrick Garrigan and Amy Valenti will be paid four hundred fifty ($450.00) dollars each for longevity monies lost.

MEMORANDUM OF UNDERSTANDING

7. RETIREMENT HEALTH INSURANCE

Current Language:

14.04 – Retirement Health Insurance (1st Paragraph)

Upon retirement from the Town under a New York State bonafide retirement plan, normal retirement plan or a disability retirement plan, the employee, his/her spouse and dependent children shall continue to receive health insurance coverage, the appropriate debit card benefit and dental insurance coverage, all as described above while actively employed up to the time the employee and either his/her spouse reaches the age of sixty five (65) respectfully. It is also understood the contribution rate toward the premium, by each party, shall remain the same during the same during the period of retirement pre sixty-five (65) retirement.

MODIFY:

14.04 – Retirement Health Insurance (1st Paragraph)

Upon retirement from the Town, **with at least twenty (20) years of service with the Town,** under a New York State bonafide retirement plan, normal retirement plan or a disability retirement plan, the employee, his/her spouse and dependent children shall continue to receive health insurance coverage, the appropriate debit card benefit and dental insurance coverage, all as described above while actively employed up to the time the employee and either his/her spouse reaches the age of sixty five (65) respectfully. It is also understood the contribution rate toward the premium, by each party, shall remain the same during the same during the period of retirement pre sixty-five (65) retirement.

MEMORANDUM OF UNDERSTANDING
TOWN OF EVANS
AND
INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURE IMPEMENT WORKERS OF AMERICA (UAW) AMALGAMATED LOCAL NO. 55
(DISPATCHERS)
APPROVED AT APRIL 3, 2019 TOWN BOARD MEETING

IN WITNESS WHEREOF, the parties have caused their names to be subscribed by their duly authorized officers and/or representatives this 17th day of April, 2019.

FOR THE TOWN:

FOR THE LOCAL UNION:

FOR THE INTERNATIONAL UNION: