

AGENDA
Town of Lockport Meeting
July 2, 2014

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

BUSINESS MEETING:

1. Approval of Minutes of 06/02/2014, 06/04/2014, 06/18/14.
2. Approval of Payment of the Bills. (Vouchers #31640 – 31898).
3. Communications.
4. Building Inspector's Report.
5. Supervisor's Monthly Financial Report.
6. Resolution to approve the Standard Work Day Reporting Resolution for elected and appointed Town officials.
7. Resolution to award Contract #14-2 – the Pedestrian Bridge for Robinson Road Sidewalks to Cameron Bridge Works for the bid amount of \$46,444.00.
8. Resolution to award Contract #14-4 – Shimer Dr/Locust Street Sidewalks to Scott Lawn Yard, the low alternate bid in the amount of \$319,109.10. Wal Mart has escrowed \$250,000 for the project; the Town will be responsible for \$69,109.10.
9. Resolution to award Contract #14-6 – the Pathway of Honor at Day Road Park to Scott Lawn Yard the sole bid in the amount of \$25,900.00.
10. Resolution to award Contract#155W – Shimer Drive Waterline Replacement to Mar Wal Construction Co., the low bidder in the amount of \$252,214.75.
11. Resolution to adopt the Shared Cooperative Insurance Initiative Resolution.
12. Resolution to authorize a contract with the Lockport Community Band to provide a concert for an amount not to exceed \$500.00.

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13. Resolution to authorize a contract with Niagara County Golf Course to provide summer youth lessons.
14. Resolution to authorize a contract with the Lockport YWCA to provide a arts & crafts program for Town of Lockport children, in an amount not to exceed \$750.
15. Town Board Comments/Report
16. Supervisor's Comments/Reports
17. Adjournment

**TOWN OF LOCKPORT
STANDARD WORK DAY AND REPORTING RESOLUTION**

BE IT RESOLVED, That the Town of Lockport hereby establishes the following as standard work days for these elected and appointed officials and will report the following officials to the New York State and Local Employees' Retirement System based on the record of activities maintained and submitted by these officials to the clerk of this body; or the Time and Attendance Records, pursuant to the Town of Lockport Employee Time-Keeping System.

| Title | Standard Work Day (Hrs/day) Min. 6 hrs Max. 8 hrs | Name (First and Last) | Current Term Begin & End Dates (mm/dd/yy-mm/dd/yy) | Participates in Employer's Time Keeping System (Yes/No - If Yes, do not complete the last two columns) | Record of Activities Result* | Not Submitted (Check only if official did not submit their Record of Activities) |
|--------------------------|---|-----------------------|--|--|------------------------------|--|
| Elected Officials | | | | | | |
| Town Supervisor | 6 | Marc Smith | 1/1/14-12/31/15 | No | Yes | 20.18 |
| Town Clerk | 8 | Nancy | 1/1/14- | No | Yes | 21.46 |

| | | | | | | |
|--|---|---------------------|----------------------|-----|-----|-------|
| | | Brooks | 12/31/17 | | | |
| Highway Superintendent | 8 | David Miller | 1/1/14- 12/31/17 | No | Yes | 21.46 |
| Deputy Supervisor/ Town Councilman | 6 | Patricia Dufour | 1/1/14- 12/31/14 | No | Yes | 10.09 |
| Town Councilman | 6 | Mark Crocker | 1/1/14- 12/31/17 | No | Yes | 5.04 |
| Town Justice | 6 | Cheryl Antkowiak | 1/1/14- 12/31/17 | No | Yes | 15.14 |
| Appointed Officials | | | | | | |
| Town Councilman | 6 | Thomas Keough | 1/23/14- 12/31/14 | No | Yes | 5.04 |
| Town Attorney | 6 | Michael Norris | 1/1/14- 12/31/14 | Yes | | |
| Deputy Town Clerk | 7 | Judith Newbold | 1/1/14- 12/31/14 | Yes | | |
| Deputy Town Clerk | 7 | Karen Albone | 4/21/14- 12/31/14 | Yes | | |
| Town Assessor | 8 | Jill Lederhouse | 10/1/13- 9/30/19 | Yes | | |
| Building Inspector | 8 | Brian Belson | 1/1/14- 12/31/14 | Yes | | |
| Deputy Building Inspector | 8 | Michael Brown | 1/1/14- 12/31/14 | Yes | | |
| Deputy Building Inspector | 8 | Jason Thompson | 1/1/14- 12/31/14 | Yes | | |
| Coordinator of Economic | 6 | David Kinyon | 1/1/14- 12/31/14 | Yes | | |

| | | | | | | |
|--|---|---------------------|---------------------|-----|--|--|
| Development | | | | | | |
| Director of Operations | 8 | Daniel Dodge | 1/1/14- 12/31/14 | Yes | | |
| Receiver of Taxes | 7 | Lori Carrero | 1/1/14- 12/31/14 | Yes | | |
| Confidential Secretary to Supervisor | 6 | Sharon Jablonski | 1/1/14- 12/31/14 | Yes | | |
| Deputy Highway Superintendent | 8 | Scott Donner | 1/1/14- 12/31/14 | Yes | | |

Shared Cooperative Insurance Initiative Resolution

WHEREAS, the twenty-one (21) municipalities in and including Niagara County have a fundamental, fiduciary responsibility to provide essential services to the constituents they serve at the lowest possible cost to the taxpayer; and

WHEREAS, the municipalities of and including Niagara County continue to experience an increase in the costs of various operating expenses, but particularly in employee healthcare costs; and

WHEREAS, healthcare costs have risen dramatically and steadily over the past several years with increases of some municipalities averaging more than 15-18% annually over the past several years; and

WHEREAS, these rising costs translate to lower wages, reduced benefits, more restrictive coverage eligibility and place increased pressure on ever-tightening municipal budgets and ever-increasing burdens on local taxpayers; and

WHEREAS, the current delivery structure of employee healthcare coverage, which consists of more than twenty-one (21) different health plans, is unwieldy, administratively inefficient, lacks uniformity in coverage and encounters barriers to the inclusion of employees in the process; and

WHEREAS, Article 47 of the New York Insurance Law authorizes municipalities to form consortiums, or municipal cooperative health plans, in order to share the costs of self funding health plans; and

WHEREAS, the concept of offering a common, self funded health insurance program which pools the health insurance risk of all the municipalities and assures reasonable costs, greater predictability and stability in the healthcare market should be explored; and

WHEREAS, the municipalities in and including Niagara County believe that by establishing a consortium, it will provide an alternative approach to stabilizing health claim costs, lowering administrative costs and strengthen negotiating power with health care providers while promoting greater participation of the municipal employees throughout the process; and

WHEREAS, The Niagara County Supervisors Association has issued a Request for Proposals to retain a consultant to provide consultation services to among other things, provide a feasibility recommendation to all interested municipalities in and including Niagara County and to project cost savings over a five and ten year period..

NOW THEREFORE, the (insert municipality) resolves to appoint an individual to sit on an ad hoc advisory committee that will consist of a representative from each participating municipality for the purpose exploring an insurance cooperative; and

FURTHER RESOLVES to provide the information required by a consultant who will analyze and provide a recommendation to (insert municipality) whether or not it is in the best interest of (insert municipality) to join a healthcare benefits consortium in Niagara County and enter into a confidentiality agreement and authorize the chief executive officer to sign such agreement subject to approval of the municipal attorney for (insert municipality).

AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2014 by and between the **NIAGARA COUNTY GOLF COURSE**, of 314 Davison Road, Lockport, New York, hereinafter referred to as the "Niagara County Golf Course" and the **TOWN OF LOCKPORT, ON BEHALF OF THE TOWN OF LOCKPORT RECREATION COMMISSION**, hereinafter referred to as "Commission".

WHEREAS, the Niagara County Golf Course has made a proposal to the Commission to provide accommodations for golf lessons at its premises for the 2014 golf season, upon certain terms and conditions; and

WHEREAS, the proposal has been reviewed by the Commission which has recommended acceptance.

NOW, THEREFORE, it is duly agreed by the parties as follows:

1. That Niagara County Golf Course, shall accept passes as provided through the Town newsletter, as distributed by the Town Clerk's Office, or as printed from the Town of Lockport website (www.elockport.com) for discounts in the amount of \$3.00 off the price once per week of the "Junior League" golf lessons for pass holders from 10:00 a.m. to 2:00 p.m. on Thursdays between Thursday, July 24, 2014 and Thursday, August 21, 2014 and for a discount in the amount of \$15.00 off the package price

of the "Junior Clinic" golf lessons package for pass holders for 1 hour sessions from 9:00 a.m. to 12:00 p.m. on Mondays between Monday, July 7, 2014 and Monday, August 4, 2014.

2. Upon returning the passes collected to the Town Clerk, together with an executed Town Voucher, the Town shall reimburse the Niagara County Golf Course in the amount coinciding with the passes collected with the name and address of the Town participant and date of lesson.

3. Children receiving lessons must be a minimum of eight (8) years of age and maximum of seventeen (17) years of age.

4. Cancellation and/or rescheduling of lessons due to weather, emergency, etc., shall be at the sole discretion of the Niagara County Golf Course.

5. The Niagara County Golf Course agrees to provide staff and supervisory personnel during the periods covered by this Agreement. The Town of Lockport shall have no obligation other than payment pursuant to Paragraph 2 of this Agreement.

6. All policies, rules and regulations of the Niagara County Golf Course shall apply to the use of said premises and enforcement shall be the sole responsibility of the Niagara County Golf Course.

7. It is understood and agreed that the Niagara County Golf Course assumes full responsibility for the safety of all persons using the premises pursuant to this Agreement.

8. The Niagara County Golf Course shall indemnify and save harmless the Town of Lockport for and against any and all claims, liability, damages, cause of action, suits, penalties or judgments arising from injury to any person or property or from loss of life or property sustained by anyone in or about the property of the Niagara County Golf Course pursuant to the terms of this Agreement.

9. The Niagara County Golf Course agrees that it will have liability insurance in the minimum amount of \$1,000,000.00 per occurrence to protect both itself and the Town of Lockport and members of the Recreation Commission of said Town of Lockport from any action brought as a result of injury or damage sustained which arises from activities under this Agreement. The Town of Lockport will be named additional insured on the policy.

10. This Contract shall automatically renew annually unless one party provides written notice to the other on or before March 1st prior to the annual golf season.

NIAGARA COUNTY GOLF COURSE

By: _____
William L. Ross,
Chairman of the Niagara
County Legislature

**TOWN OF LOCKPORT, ON BEHALF
OF THE TOWN OF LOCKPORT
RECREATION COMMISSION**

By: _____
Marc R. Smith, Supervisor