

Village of Williamsville

Village Board
Work Session Agenda
Village Hall, 5565 Main St.

March 11, 2019

6:00 p.m.

Guest(s)

Amherst Police Report

Fire Dept. Report

Correspondence

Grants Update

Village Board Reports

Mayor DeLano

1. Mayor's Executive Summary

Trustee Yates

Trustee Piazza

Trustee Etu

Trustee Rogers

1. Meeting House
2. Planning Board

Department Head Reports

Village Attorney Grieco

Administrator Kindron

1. Budget - Set date/time to continue with budget/salaries

DPW Crew Chief Vilonen

1. Cadman Drive Survey Services

Director of Community Development DePriest

1. Main Street storefront vacancy survey
2. Small Business Task Force update

Director of Community Development/Strategic Planning Winship (TOA)

Next regular Village Board meeting is Monday, March 25, 2019.

Meeting Schedule

(NOTE: Dates/times are subject to change. Please call the Village Clerk's office

at 632-4120 for the most up to date information)

- 1st Mon. – Planning Board meeting at 7:30pm
- 1st Mon. – Arts & Culture Committee meeting at 7:00pm
- 2nd Mon. – Village Board Work Session at 6:00pm / Meeting 7:30pm
- 3rd Mon. – Environmental Advisory Council at 7:00pm
Parks Committee at 6:30pm (Ad hoc)
- 4th Mon. – Village Board Work Session at 6:00pm / Meeting 7:30pm
- 1st Tues. – Glen Park Joint Board – Meets at Town Hall at 7:00pm
- 2nd Tues. – Beautification Committee at 6:30pm (Ad Hoc)
- 3rd Tues. – Meeting House Events Committee at 6:30pm (Ad hoc)
- 3RD Tues. – Glen Park Art Festival Committee at 7:30pm
- 4th Tues. – Glen Park Art Festival Committee at 7:30pm
- 2nd Wed. - Tree Board at 6:30pm
- 2nd Wed. – Parks Committee at 7:15pm
- 3rd Wed. – Zoning Board at 7:30pm
- 1st Thur. – Traffic & Safety Committee at 7:00pm
- 4th Tues. – Historic Preservation Commission at 7:00pm
- 4th Tues. – Youth & Recreation Committee at 7:00pm
- 4th Thur. – Sign Code Committee at 6:30pm 4th Fri. – Open Government Committee at 4pm every other month

Village Board Liaisons

MAYOR DELANO: DPW, Personnel, Insurance, Amherst Police Dept., Executive Safety Committee, Records Management Committee, Fire Dept., Tree Board
TRUSTEE PIAZZA: Amherst Utility Cooperative, Zoning Board of Appeals, Inter-governmental Agency; Glen Park Art Festival Committee
TRUSTEE ROGERS: Meeting House Committee, Glen Park Joint Board, Open Government Committee, Planning and Architectural Review Board, Sign Code Committee
TRUSTEE YATES: Arts & Culture Committee, Williamsville Business Association, Youth & Recreation Committee, Beautification Committee
TRUSTEE ETU: Parks Committee, Traffic & Safety Committee, Environmental Advisory Council, Historic Preservation Commission,

Meetings & Events

All meetings are at Village Hall unless otherwise noted.

March 2019

- 12 Beautification Comm. meeting at 6:30pm
- 13 Tree Bd. Meeting at 6:30pm
- 13 Parks Comm. meeting at 7:15pm
- NO Meeting House Comm. meeting in March
- 18 Environmental Advisory Comm. meeting at 7pm
- 20 Zoning Board of Appeals at 7pm
- 20 Glen Park Art Festival meeting at 7:30pm
- 22 Open Gov't Comm. meeting at 4pm
- 25 Village Board Work Session, 6pm; Meeting, 7:30pm**
- 26 Youth & Rec Comm. meeting at 7pm
- 26 Historic Preservation Comm. meeting at 7pm

DELANO #1

RESOLVED, that the following *budget transfers* are hereby made in the *General Fund* for the 2018-2019 fiscal year:

To:	001-5010-2010 (Street Administration – Computer Software)	\$481.00
From:	001-5010-4040 (Street Administration – Educational Exp./Travel)	\$481.00
To:	001-7310-4172 (Youth Programs – Holiday Tree Lighting)	\$1,026.00
From:	001-7310-4173 (Youth Programs – Winterfest)	\$979.00
	001-7310-4171 (Youth Programs – Halloween Parade)	\$47.00
To:	001-8010-4030 (Zoning – Printing/Advertising)	\$91.00
From:	001-5020-4450 (Planning – Misc.)	\$91.00
To:	001-8161-4990 (Recycling – Recycling Contract)	\$2,690.00
From:	001-8160-4330 (Refuse & Garbage Collection – Dump Fees)	\$2,690.00
To:	001-8745-4160 (Flood Erosion Control – Repairs/Maint., Paint, Etc.)	\$881.00
From:	001-8140-4162 (Storm Sewers – Repair Sewers)	\$881.00

DELANO #2

RESOLVED, that payroll and vouchers in the amount of \$288,373.74 covering the period from 2/20/19 to 3/6/19 are hereby approved as follows:

Payroll covering 2/18/19 – 3/3/19: \$36,970.75

Vouchers covering 2/20/19 – 3/6/19:

General Fund	\$225,606.08
Water Fund	\$0.00
Sewer Fund	\$5,279.14
Glen Park Fund	\$102.00
Trust & Agency Fund	\$13,721.85
Debt Service	\$0.00
Community Development	\$0.00
Capital Fund	<u>\$6,693.92</u>
	\$251,402.99

GRAND TOTAL: \$288,373.74

DELANO #3

RESOLVED, that the Village Clerk is hereby authorized and instructed to publish notice of a public hearing to be held on Monday, March 25, 2019 at 7:30 pm for the purpose of hearing all persons interested in a proposed local law amending Chapters 100 and 112 of the Village Code concerning the placement and operation of wireless telecommunication facilities within the Village.

DELANO #4

RESOLVED, that the contract with Wm. Schutt Associates, dated _____, for the engineering report to identify scope and budget for sewer rehabilitation in the amount of \$ _____, is hereby approved.

DELANO #5

RESOLVED, that Village Administrator, Judith Kindron, is hereby appointed Compliance Officer for the Village of Williamsville.

DELANO #6

RESOLVED, that all employees have a legal right to a workplace free from discrimination and harassment, and the Village of Williamsville is committed to maintaining a workplace free from discrimination and harassment; and

BE IT FUTRTHET RESOLVED, that as per New York State law, the Village of Williamsville has a discrimination and harassment prevention policy in place and this policy applies to all employees, paid or unpaid interns, and non-employees in our workplace, regardless of immigration status;

NOW, THEREFORE, BE IT RESOLVED, that the Village of Williamsville approves the Non-discrimination and Anti-harassment Prevention Policy to be in compliance with New York State guidelines.

DELANO #7

RESOLVED, that all employees have a legal right to a workplace free from sexual harassment, and the Village of Williamsville is committed to maintaining a workplace free from sexual harassment; and

BE IT FURTHER RESOLVED, that as per New York State law, the Village of Williamsville has a sexual harassment prevention policy in place and this policy applies to all employees, paid or unpaid interns, and non-employees in our workplace, regardless of immigration status;

NOW, THEREFORE, BE IT RESOLVED, that the Village of Williamsville approves the Sexual Harassment Prevention Policy to be in compliance with New York State guidelines.

DELANO #8

WHEREAS, the Village of Williamsville is undertaking a planning process to address our inland waterways: namely Ellicott Creek; and

WHEREAS, in 2015, New York State designated Ellicott Creek as an official Inland Waterway, making it eligible for the New York State Local Waterfront Revitalization Program (LWRP) funding; and

NOW, THEREFORE, BE IT RESOLVED, that Village of Williamsville Waterfront Advisory Committee is hereby created to oversee all aspects of the preparation of the LWRP in cooperation with municipal officials and any project consultants the Village may engage; and

BE IT FURTHER RESOLVED, that the committee will include a variety of community representatives and project stakeholders, including representatives of State, County, and municipal agencies, as well as members of non-governmental and community-based organizations, with the anticipation that this committee will meet five to six times over the course of the approximate eighteen-month project.

DELANO #9

RESOLVED, that the following persons are hereby appointed to the *Waterfront Advisory Committee*:

Jane Vohwinkel

Marisa Riggi

Tim Boyle

Sheryl Davies

Noel Bartlo

Wes Stone

Deb Rogers, Trustee

Ben Vilonen, DPW Crew Chief

Maggie Winship, Director of Community Development/Strategic Planning (TOA/VOW)

Judith Kindron, Village Administrator/Clerk-Treasurer

Wendy Salvati, Project Consultant

Keaton DePriest, Director of Community Development

YATES #1

WHEREAS, the Town of Amherst employs Margaret Hamilton Winship, Director of Community Development/Strategic Planning, whose professional services are also of benefit to the Village of Williamsville for certain economic development related activities and projects; and

WHEREAS, the Town and Village agree to continue to share the services of said employee;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor is hereby authorized to sign the Employee Shared Services Agreement with the Town of Amherst, dated January 17, 2018, for the sharing of services of the Director of Community Development/Strategic Planning in the calendar year 2018, at a salary, with fringe benefits, of no more than fifteen thousand and zero cents (\$15,000.00).

ETU #1

RESOLVED, that the contract proposal from Niagara Boundary and Mapping Services & Land Surveyors, for topographic survey services on Cadman Drive, dated 2/14/19, in the amount of \$6,400.00, is hereby approved.

ROGERS #1

RESOLVED, that the Village Administrator is hereby authorized to publish legal notice of a public hearing to be held by the Village Board of Trustees at 7:30 P.M. on Monday, April 8, 2019, in Village Hall, 5565 Main Street, Williamsville, New York, for the purpose of hearing all persons interested in expressing an opinion on the proposed **2019-2020** Village budget, which includes the following:

- General Fund
- Water Fund
- Sewer Fund
- Glen Park Activities Fund
- Debt Service Fund

ROGERS #2

WHEREAS, the Town of Amherst and Village of Williamsville may jointly apply for federal funds through the Community Development Block Grant and Home Investment Partnership programs as a “Metropolitan City”; and

WHEREAS, a Cooperation Agreement has been prepared describing the responsibilities of the Town and Village as joint applicants under these programs for funding under federal Fiscal Years 2019, 2021 and 2021; and

WHEREAS, the Department of Housing and Urban Development has agreed to the memorandum of understanding attached to the Cooperation Agreement originally adopted by the Board of Trustees on May 24, 2004, pertaining to the annual review of the agreement; and

WHEREAS, the State Of New York has added and Addendum to Contract for provisions that must be followed; and

WHEREAS, as a result of the Iran Divestment Act of 2012, any Bidder/Contractor/Vendor (or any assignee) must certify that it will not utilize on such Contract/Lease any subcontractor that is identified on the prohibited entities list;

NOW, THEREFORE, BE IT RESOLVED that the Mayor is authorized to enter into the Cooperation Agreement with the Town of Amherst for the Town's "Metropolitan City" status under the Community Development Block Grant and HOME Investment Partnership Grant Federal fiscal years 2019, 2020 and 2021, subject to attorney approval.

Minutes of the regular meeting of the Village of Williamsville Board of Trustees held at Village Hall, 5565 Main Street, Williamsville, New York, on Monday, February 25, 2019 at 7:30 p.m.

The meeting was opened at 7:35 p.m. with the Pledge of Allegiance led by Trustee Rogers.

Present: Daniel O. DeLano, Jr., Mayor
Basil J. Piazza, Deputy Mayor
Matthew J. Etu, Trustee
Deborah L. Rogers, Trustee
John "Al" Yates, Jr., Trustee

Also present: Judith A. Kindron, Administrator/Clerk-Treasurer
Hazel J. Pasco, Deputy Treasurer
Charles D. Grieco, Village Attorney
Keaton DePriest, Director of Community Development

Excused: Ben Vilonen, DPW Crew Chief

The Proclamation for James L. Schiferle, Sr., was tabled until the next meeting.

ON MOTION by Mayor DeLano, seconded by Deputy Mayor Piazza, it was moved to approve the minutes of the regular meeting held on January 28, 2019, as submitted.

Unanimously carried.

ON MOTION by Mayor DeLano, seconded by Trustee Etu, it was moved to approve the minutes of the special meeting held on February 13, 2019, as submitted.

Unanimously carried.

<p style="text-align: center;">Public Hearing</p>
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<p style="text-align: center;"><i>Proposed amendment to Chapter 84 of the Village Code (Signs)</i></p>
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ON MOTION by Mayor DeLano, seconded by Deputy Mayor Piazza, it was moved at 7:39 p.m. to continue this public hearing which was previously left open by the Village Board at the January 28, 2019 meeting.

Unanimously carried.

No one from the audience addressed the Board.

Minutes of the regular meeting of the Village of Williamsville Board of Trustees held at Village Hall, 5565 Main Street, Williamsville, New York, on Monday, February 25, 2019 at 7:30 p.m.

ON MOTION by Mayor DeLano, seconded by Trustee Etu, it was moved at 7:40 p.m. to continue this public hearing at the March 11, 2019 Village Board meeting.

Unanimously carried.

ON MOTION by Mayor DeLano, seconded by Deputy Mayor Piazza, it was moved to open the public participation portion of the meeting.

Unanimously carried.

Member(s) of the audience who spoke and their topic(s):

Thomas Frank, 5403 Main St. – Regional Economic grant application; infrastructure and transportation; Imagine Amherst; NYCERTA; LWRP; Onondaga Escarpment; IJC 1909 Treaty between U.S. and Canada; watershed; interconnectivity; One Region Forward.

ON MOTION by Mayor DeLano, seconded by Trustee Etu, it was moved to close the public participation portion of the meeting.

Unanimously carried.

Report – Mayor DeLano

Mayor DeLano reported on the following topic(s): Apologized for missing the last meeting - only his second time in 8 years; budget meeting – going well; AIM funding cuts; increases in insurances and mandates; tax cap over rides; minimal damage from recent wind storm.

ON MOTION by Mayor DeLano, seconded by Deputy Mayor Piazza, the following resolution was adopted:

RESOLVED, that the following *budget transfers* are hereby made in the *General Fund* for the 2018-2019 fiscal year:

To:	001-1410-2000 (Village Clerk – Equipment)	\$150.00
	001-1410-4450 (Village Clerk – Misc.)	\$152.00
From:	001-1410-2010 (Village Clerk – Computer Software)	\$150.00
	001-1410-4620 (Village Clerk – Lease Copy Machine)	\$152.00
To:	001-1620-2000 (Buildings – Equipment)	\$215.00
From:	001-1620-4160 (Buildings – Building Repairs)	\$215.00

Minutes of the regular meeting of the Village of Williamsville Board of Trustees held at Village Hall, 5565 Main Street, Williamsville, New York, on Monday, February 25, 2019 at 7:30 p.m.

To:	001-1640-4160 (Central Garage – Building Repairs/Maint.)	\$2,741.00
	001-1640-4450 (Central Garage – Misc.)	\$28.00
	001-1640-2000 (Central Garage – Equipment)	\$27.00
From:	001-1640-4161 (Central Garage – Small Equip. Repairs)	\$1,564.00
	001-1640-4260 (Central Garage – Maint. Supplies)	\$1,029.00
	001-1640-4440 (Central Garage – Parts)	\$203.00
To:	001-3410-4160-3401 (Fire Protection – Truck Exp./ Engine 1)	\$3,562.00
	001-3410-4160-3402 (Fire Protection – Truck Exp./Engine 2)	\$3,562.00
	001-3410-4160-3404 (Fire Protection – Truck Exp. Rescue 4)	\$36.00
	001-3410-4160-3406 (Fire Protection – Truck Exp./Ladder 6)	\$692.00
	001-3410-4160-3451 (Fire Protection – Truck Exp./2015 Ford 350 XL)	\$49.00
	001-3410-4470 (Fire Protection – Building Maint.)	\$931.00
From:	001-3410-4160 (Fire Protection – Truck Expense)	\$6,493.00
	001-3410-4160-3407 (Fire Protection – Rescue 7)	\$595.00
	001-3410-4160-3409 (Fire Protection – Chief’s Vehicle)	\$813.00
	001-3410-4471 (Fire Protection – Building Repairs)	\$931.00
To:	001-5110-4161-0900 (Street Maint. – Repairs/2013 Nissan Leaf)	\$11.00
	001-5110-4161-0902 (Street Maint. – Repairs/2002 Int’l Dump/w Plow)	\$13.00
	001-5110-4161-0903 (Street Maint. – Repairs/2015 Dump Truck)	\$158.00
	001-5110-4161-0904 (Street Maint. – Repairs/2005 Freightliner)	\$171.00
	001-5110-4161-0905 (Street Maint. – Repairs/2007 Int’l Sander/Plow/Dump)	\$1,383.00
	001-5110-4161-0907 (Street Maint. – Repairs/1992 Autocar Dump w/Plow Frame)	\$85.00
	001-5110-4161-0908 (Street Maint. – Repairs/2011 Chevy Silverado 3500HD)	\$141.00
	001-5110-4161-0909 (Street Maint. – Repairs/2013 Ford F-150 Pickup)	\$107.00
From:	001-5110-4161 (Street Maint. – Repairs/Equip.)	\$2,069.00
To:	001-5110-4161-0910 (Street Maint. – Repairs/2009 Ford F350 (Green))	\$36.00
	001-5110-4161-0917 (Street Maint. – Repairs)	\$102.00
	001-5110-4161-0918 (Street Maint. – Repairs/2010 Ford F350XL PU (Green))	\$6,090.00
	001-5110-4161-0919 (Street Maint. – Repairs/2007 Chevy 4x4 w/Plow)	\$76.00
	001-5110-4161-0921 (Street Maint. – Repairs/Maint. 2008 Ford F250 PU (Green))	\$21.00
From:	001-5110-4161 (Street Maint. – Repairs/Equip.)	\$6,325.00

Unanimously carried.

ON MOTION by Mayor DeLano, seconded by Trustee Rogers, the following resolution was adopted:

RESOLVED, that payroll and vouchers in the amount of \$498,353.70 covering the period from *1/23/19* to *2/19/19* are hereby approved as follows:

Payroll covering 1/21/19 – 2/3/19: \$38,588.03

Minutes of the regular meeting of the Village of Williamsville Board of Trustees held at Village Hall, 5565 Main Street, Williamsville, New York, on Monday, February 25, 2019 at 7:30 p.m.

Payroll covering 2/4/19 – 2/17/19: \$41,248.44

Vouchers covering 1/23/19 – 2/5/19:

General Fund	\$54,155.33
Water Fund	\$0.00
Sewer Fund	\$18,517.36
Glen Park Fund	\$121.00
Trust & Agency Fund	\$14,409.91
Debt Service	\$0.00
Community Development	\$0.00
Capital Fund	<u>\$120.00</u>
	\$87,323.60

Vouchers covering 2/6/19 – 2/19/19:

General Fund	\$64,818.90
Water Fund	\$0.00
Sewer Fund	\$6,731.12
Glen Park Fund	\$995.49
Trust & Agency Fund	\$14,456.53
Debt Service	\$181,906.25
Community Development	\$0.00
Capital Fund	<u>\$62,285.34</u>
	\$331,193.63

GRAND TOTAL: **\$498,353.70**

Unanimously carried.

ON MOTION by Mayor DeLano, seconded by Trustee Yates, the following resolution was adopted:

RESOLVED, that the Village Board of Trustees hereby approves the *Volunteer Firefighters Service Award Program List* of all 2018 active volunteer firefighters for the Village of Williamsville and hereby authorizes the Mayor to sign the authorization for Penflex, Inc. to use the data submitted for the 2018 records.

Unanimously carried.

Minutes of the regular meeting of the Village of Williamsville Board of Trustees held at Village Hall, 5565 Main Street, Williamsville, New York, on Monday, February 25, 2019 at 7:30 p.m.

ON MOTION by Mayor DeLano, seconded by Deputy Mayor Piazza, the following resolution was adopted:

WHEREAS, the Town of Amherst employs Margaret Hamilton Winship, Director of Community Development/Strategic Planning, whose professional services are also of benefit to the Village of Williamsville for certain economic development related activities and projects; and

WHEREAS, the Town and Village agree to continue to share the services of said employee;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor is hereby authorized to sign the Employee Shared Services Agreement with the Town of Amherst, dated January 1, 2019, for the continued sharing of services of the Director of Community Development/Strategic Planning in the calendar year 2019, at a salary, with fringe benefits, of no more than fifteen thousand, three hundred and zero cents (\$15,300.00).

Unanimously carried.

ON MOTION by Mayor DeLano, seconded by Deputy Mayor Piazza, the following resolution was adopted:

RESOLVED, that light duty is hereby approved for David Klein for the period from 3/8/19 through 4/7/19.

Unanimously carried.

ON MOTION by Mayor DeLano, seconded by Trustee Etu, the following resolution was adopted:

RESOLVED, that Phil Michalowski of 156 N. Harvest, Williamsville, is hereby appointed as a member of the Williamsville Fire Dept., effective March 1, 2019.

Unanimously carried.

Minutes of the regular meeting of the Village of Williamsville Board of Trustees held at Village Hall, 5565 Main Street, Williamsville, New York, on Monday, February 25, 2019 at 7:30 p.m.

ON MOTION by Mayor DeLano, seconded by Trustee Rogers, the following resolution was adopted:

RESOLVED, that *Hazel J. Pasco* is hereby appointed a *Sub-Registrar of Vital Statistics* for the remainder of the **2018-2019** official Village year.

Unanimously carried.

ON MOTION by Mayor DeLano, seconded by Deputy Mayor Piazza, the following resolution was adopted:

WHEREAS, on or about October 12, 2017, the Board of Trustees of the Village of Williamsville, following extensive negotiations, opportunities of public comment, and a review of potential adverse environmental impacts, adopted a resolution declaring a portion of certain property owned by the Village and currently used by the Department of Public Works as a side yard (and defined in the October 12, 2017 resolution as the “Village Swap Parcel”) to be surplus property and authorizing the Village to transfer title to the Village Swap Parcel to Natale Development, LLC (“Natale”) in exchange for Natale transferring to the Village an identically sized portion of adjacent property owned by Natale (defined in the October 12, 2017 resolution as the “Natale Swap Parcel”), subject to negotiation of a final agreement between the parties; and

WHEREAS, the parties subsequently engaged in good faith negotiations concerning the terms and conditions of the proposed land swap transaction between the Village and Natale and have prepared a proposed Land Swap Agreement dated as of January 28, 2019, including related agreements annexed as schedules thereto, copies of which have been provided to the Village Board of Trustees (collectively, the “Proposed Land Swap Agreements”) to set forth the terms and conditions of the proposed land swap transaction;

NOW, THEREFORE, BE IT RESOLVED, that the Village Board of Trustees hereby approves the Proposed Land Swap Agreements, authorizes and directs the Mayor to execute the Proposed Land Swap Agreements, and to thereafter consummate the proposed land swap transaction by executing a deed, and all other documents and instruments that are required to be executed on behalf of the Village to consummate the transactions, and to take such further steps as are necessary to complete the transactions contemplated by the Land Swap Agreements, including, without limitation, the right, with advice of counsel, to negotiate such amendments to the Proposed Land Swap Agreements as the Mayor approves, with such execution by the Mayor to be deemed conclusive evidence of such approval; provided, however, that no such amendment(s) to the Proposed Land Swap Agreements shall change location, size, or configuration of the Village Swap Parcel or Natale Swap Parcel to be included in the land swap transaction.

Unanimously carried.

Minutes of the regular meeting of the Village of Williamsville Board of Trustees held at Village Hall, 5565 Main Street, Williamsville, New York, on Monday, February 25, 2019 at 7:30 p.m.

Report – Trustee Yates

Trustee Yates reported on the following topic(s): The new Village event to be held on June 1st has been named “Homecoming on Main – Experience Williamsville!”; it will be a way to welcome the community to our Village’s newly revamped streetscape on Main with more details to come.

Trustee Yates had no resolutions on the agenda.

Report – Trustee Etu

Trustee Etu reported on the following topic(s): No report.

ON MOTION by Trustee Etu, seconded by Trustee Yates, the following resolution was adopted:

RESOLVED, that the proposal from Flynn Battaglia Architects PC, for a study relating to the installation of restrooms at Garrison Park, dated 12/4/18, is hereby approved in the amount of \$6,500.00.

Unanimously carried.

Report – Trustee Rogers

Trustee Rogers reported on the following topic(s): Historic photographs of early 1900s Village life from the Deazley Collection have been hung in the hallway of Village Hall.

Trustee Rogers had no resolutions on the agenda.

Report – Deputy Mayor Piazza

Deputy Mayor Piazza reported on the following topic(s): Governor’s unfair position towards villages; Island Park wading pool is being eliminated; big toy equipment needs work. Congratulated organizers and participants in the WBA’s Soup Stroll event of 2/23/19 which raised enough funds to provide 30,000 meals to be distributed by the Food Bank of WNY to those in need.

Minutes of the regular meeting of the Village of Williamsville Board of Trustees held at Village Hall, 5565 Main Street, Williamsville, New York, on Monday, February 25, 2019 at 7:30 p.m.

ON MOTION by Deputy Mayor Piazza, seconded by Trustee Yates, the following resolution was adopted:

RESOLVED, that *David Sherman* of *69 Columbia Drive, Williamsville*, is hereby appointed to serve as *Chairman* of the *1812 Field Hospital Committee*.

Unanimously carried.

Staff Report(s) - None

ON MOTION by Mayor DeLano, seconded by Trustee Etu, it was moved to open the Executive Session at 8:01 p.m. to discuss the employment history of a specific individual.

Unanimously carried.

ON MOTION by Mayor DeLano, seconded by Trustee Etu, it was moved to close the Executive Session at 8:59 p.m. and return to the regular agenda.

Unanimously carried.

ON MOTION by Mayor DeLano, seconded by Trustee Yates, it was moved to adjourn the meeting at 9:00 p.m.

Unanimously carried.

Judith A. Kindron
Administrator/Clerk-Treasurer

ADDENDED EMPLOYEE SHARED SERVICES AGREEMENT

THIS AGREEMENT is made this 17th day of January, 2018, by and between the Town of Amherst (Town), a municipal corporation of the State of New York, with its principal office located at 5583 Main Street, Williamsville, New York 14221 and the Village of Williamsville (Village), a municipal corporation of the State of New York, with its principal office located at 5565 Main Street, Williamsville, New York 14221.

WHEREAS, Article 5-G of the New York State General Municipal Law (Sections 119-m through 119-oo) provides broad authority for municipal corporations to cooperate with each other to carry out municipal responsibilities; and,

WHEREAS, the Town and the Village are empowered to enter into an Agreement for sharing a Director of Community Development/Strategic Planning pursuant to GML §119-o; and,

WHEREAS, the Town and the Village desire to enter into the Shared Employee Services Agreement regarding the services of Margaret Hamilton Winship who will act as Director of Community Development for the Town; and,

WHEREAS, the Town and the Village desire to share the services of Ms. Winship, in exchange for payment by the Village to the Town a pro-rated portion of Ms. Winship's salary and fringe benefits of no more than Fifteen Thousand Dollars and Zero Cents (\$15,000.00) a calendar year; and,

WHEREAS, the parties intend for Ms. Winship to remain an employee of the Town and to be bound by all procedural policies of the Town;

NOW THEREFORE, in consideration of the mutual promises and covenants stated in this Agreement, the Town and the Village agrees as follows:

1. The Town has agreed to employ Ms. Winship as Director of Community Development/Strategic Planning, effective January 17, 2018 at a salary of \$75,092.40, Grade 2, Step B.

2. The parties agree that the Town shall be the primary employer of Ms. Winship for purposes of salary and any other employee benefits, that she shall be bound by all personnel policies of the Town and shall receive all benefits of an exempt employee.

3. The parties agree that beginning on January 17, 2018, Ms. Winship shall perform work for the Town for approximately twenty-eight (28) hours per typical work week, for an average of four-fifths of her total weekly work time, and perform work for the Village for approximately seven (7) hours per typical work week, for an average of one-fifth of her total weekly work time. During any work week of less than five days, or during a week containing holidays, vacations or permitted leave days, the parties agree to work together so that Ms. Winship allocates approximately 80% of her work hours to the Town.

4. The parties acknowledge that Ms. Winship shall be an employee of the Town when performing services on its behalf. As such, she shall have the powers reasonable and necessary to perform the functions of the Director of Community Development/Strategic Planning for the Town.

5. The Town, through its employees, shall cooperate with Ms. Winship to assure that her work is being performed in an efficient manner.

6. In consideration of the services provided by Ms. Winship to the Town during a work week, the Village agrees to reimburse the Town Fifteen Thousand Dollars and Zero Cents (\$15,000.00) relating to Ms. Winship as partial reimbursement for 20% of her salary, benefits and overhead expenses. Such overhead expenses include, but are not limited to, health insurance benefits, retirement benefits, and other employer-paid benefits, including social security and Medicare. The Town shall submit an invoice to the Village each month for its share of expenses, which shall be paid by the Village within thirty (30) days of receipt.

7. The Village agrees that it shall report to the Town any and all personnel issues relating to Ms. Winship so that the Town may take any necessary or appropriate actions pursuant to its policies.

8. Either the Town or the Village may terminate this Agreement without cause with sixty (60) days prior written notice to the other party, unless Ms. Winship is otherwise terminated by the Town in accordance with its policies. The parties further agree that this Agreement may be terminated immediately for good and just cause. Good and just cause includes, but is not limited to, an emergency event, employee discipline of or grievance by Ms. Winship resulting in a finding that requires the removal of the employee from the Town or the Village, or cause which requires immediate termination in the employee's placement in the reasonable discretion of either party.

9. In the event of termination of this Agreement, the Village agrees to reimburse the Town for 20% of its costs incurred in the employment of Ms. Winship through the date of such termination.

10. The following individuals shall be the contact individuals for the parties, and notice given them, by certified return receipt requested mail to the addresses shown, shall constitute valid notice under the requirements of this Agreement:

FOR THE TOWN

Brian J. Kulpa, Supervisor
5583 Main Street
Williamsville, New York 14221

Robert McCarthy, Director of Human Resources
5583 Main Street
Williamsville, New York 14221

FOR THE VILLAGE

Daniel Delano, Mayor
5565 Main Street
Williamsville, New York 14221

Lynda Juul, Village Administrator
5565 Main Street
Williamsville, New York 14221

The parties may amend such addresses by written notice to the other party at the given address.

11. The parties agree that this Agreement shall be governed by the laws of the State of New York and that proper venue, in the event of litigation concerning this matter, shall be in Erie County, New York.

12. Neither party shall be liable for their failure to fulfill any term or condition of this Agreement if fulfillment has been delayed, hindered or prevented by an event of force majeure including, but not limited to, Act of God or act of terrorism.

13. The parties agree to indemnify the other, and hold the other harmless, for any and all losses, damages or liabilities incurred due to the illegal or intentional acts of the other relating to any claims brought by or on behalf of Ms. Winship, except that claims for Workers' Compensation benefits by Ms. Winship shall be the sole and exclusive responsibility of the Town.

14. The parties agree that each of them shall be responsible for any and all costs, expenses and attorneys' fees incurred by the other party due to a breach of this Agreement.

WITNESS the following signatures and seals in agreement with the above terms:

TOWN OF AMHERST

BY: _____

Brian J. Kulpa, Supervisor

DATE: _____

VILLAGE OF WILLIAMSVILLE

BY: _____

Dan Delano, Mayor

DATE: _____

Please Respond to:
761 Cayuga Street
Lewiston, NY 14092
T (716) 297-9584
F (716) 297-9586
Email: klsnbms@aol.com

Niagara Boundary

And Mapping Services
Land Surveyors

Kenneth L. Slaughenhoupt, PLS

February 14, 2019

Benjamin S. Vilonen, RLA
Williamsville Department of Public Works

Via email: bvilonen@village.williamsville.ny.us

Subject: Survey Services – Cadman Drive Village of Williamsville

Dear Benjamin,

Thank you for considering Niagara Boundary & Mapping for your land survey needs. Based on the information you provided, I offer the following Fee to prepare a Topographic Survey of Cadman Drive located in the Village of Williamsville:

\$6,400.00 (Six Thousand Four Hundred Dollars) – Prevailing Wage

Boundary Survey:

- Overlay the existing Tax Map information on the Map of Survey of the Topo.
- Locate a sample of Boundary evidence to substantiate the overlay location.

Topographic & Utility Survey: (Cadman Drive Approximately 4,200 lf)

- Elevations at a 50 foot grid interval with 1 foot contours. Mapping area to be full Right of Way Width plus five feet beyond on each side.
- Locate all visible features on the site, including building, fences, pavements....
- Locations, including rim of all visible indications of utilities and the coordination with the utility agencies servicing the area. ASCE 38-02 Quality Level C. Identify Utility purveyors.
- Horizontal datum to be NAD83, based on the New York State Plane Coordinate system.
- Vertical Datum to be Town of Amherst Record Datum (NAVD88)
- Establish on-site control points and benchmarks.
- Mapping scale to be 1" = 40'.

Any additional task request will be invoiced at a fee of \$135.00 per hour for field crew (Prevailing Wage) and \$90.00 per hour for office calculations and mapping.

If you accept this proposal kindly sign the bottom of this page and return to our office as written authorization to proceed.

Thank you,



Kenneth Lee Slaughenhoupt, PLS
President

I Accept the terms of this proposal: _____ Date: _____

Name: _____ Title: _____

PROPOSAL/AGREEMENT
~for~
PROFESSIONAL SERVICES

I Surveyor

Millard, MacKay & Delles Land Surveyors, LLP
150 Aero Drive, Cheektowaga, New York 14225
Phone (716) 631-5140 Fax (716) 631-3811

II Client

Benjamin S. Vilonen, R.L.A.
Department of Public Works
Village of Williamsville
5565 Main Street
Williamsville, NY 14228

III Project

Surveyor proposes to furnish and client agrees to pay for Professional Surveying Services for property located at:

Cadman Drive right of way
Village of Williamsville, Town of Amherst, Erie County, NY

Professional services to consist of:

Prepare a topographic survey of the full width of the right of way of Cadman Drive from its intersection with Wehrle Drive. The survey will include all visible surface evidence of utilities and include driveway aprons, sidewalks, light posts, etc. Cross sections will be measured at 25' intervals, including far side of sidewalks, near side of sidewalks, edge of pavement & centerline of pavement. The survey will also detail the intersections of Cadman Drive with Wehrle Drive & with Brookside Drive. Elevations will be referenced to a published datum. Horizontal locations will be referenced to the New York State plane coordinate system.

IV Duration of Service

Work to begin within 5 working days of receipt of signed agreement with the preliminary survey to be completed within 10 working days of start. Final survey will be delivered within 2 working days of receipt of the underground utility information from the respective utility companies.

V Fees

Lump sum fee of \$ 6,800.00. Prevailing wage rates are assumed to apply.

Proposed by:

Millard, MacKay & Delles
Land Surveyors, LLP
150 Aero Drive
Cheektowaga, NY 14225

Accepted By:

By Francis C. Delles, PLS

By _____



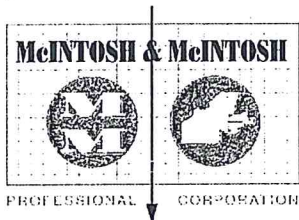
Signature

Signature

Date March 1, 2018

Date _____

(See reverse for terms of contract)



McINTOSH & McINTOSH, P.C.

CONSULTING ENGINEERS, LAND SURVEYORS, PLANNERS
NEW YORK · MAINE · PENNSYLVANIA · VERMONT · CONNECTICUT
NEW HAMPSHIRE · KENTUCKY · OHIO · SOUTH CAROLINA · ARIZONA
NORTH CAROLINA · WEST VIRGINIA · RHODE ISLAND
MASSACHUSETTS · NEW JERSEY

Office: 429 Pine Street, P.O. Box 490, Lockport, New York 14095
716-433-2535 716-434-9138 716- 625-8360
FAX 716-433-2627

February 28, 2018

Mr. Benjamin S. Vilonen, R.L.A.
Department of Public Works
Village of Williamsville
5565 Main Street
Williamsville, NY 14221

Re: Surveying Services for
 Cadman Drive
 Village of Williamsville

Dear Ben:

Pursuant to your request for surveying services for Cadman Drive located in the Village of Williamsville, we at McIntosh & McIntosh are pleased to submit the following proposal:

Scope of Services

Topographic Mapping

We would prepare topographic mapping for approximately 4100 lineal feet of Cadman Drive from Wehrle Drive on the north and continuing southerly along the Cadman Drive loop.

1. Topographic information would be obtained to the limits of the road right-of-way (50' wide)
2. Property and/or right-of-way lines would be depicted approximately based upon existing tax maps and limited field evidence
3. Above ground visible utilities would be identified (rims and inverts would be provided)
4. Underground utility purveyors will be contacted for their input on the mapping area
5. Elevations would be obtained at approximate 50' intervals or changes in grade, along the strip topo. Contours would be depicted to a one foot contour interval
6. UFPO would be contacted for the underground utility providers.
7. Any deviation from the Scope of Services would be done in accordance with our attached rate schedule
8. Mapping would be completed to a scale of 1"=40', no sheets will be cut, a seamless drawing of the entire area would be provided.

Our cost for the above described surveying services would be an estimated fee of \$12,500 - 13,500

This proposal is based upon the following assumptions:

1. Fieldwork was estimated using current New York State prevailing wage rates
2. Horizontal control will be based upon New York State plane coordinate system - NAD83
3. Elevations would be based upon NAVD88
4. Adjoining property owners to the mapping limits will provide access

This proposal is valid for sixty days from the above date unless extended by mutual consent. All invoices are subject to a 1.5 percent per month service charge after thirty days from the date of invoice.

We appreciate the opportunity to submit this proposal. If you have any questions or require any additional information, please do not hesitate to contact me.

Yours truly,



John E. McIntosh III, L.S.
Director of Operations

Agreed to this _____ day of
_____ 2018.

By _____
VILLAGE OF WILLIAMSVILLE



37 CENTRAL AVENUE, LANCASTER, NY 14086-2143
 e-mail: wsa@wmschutt.com

Telephone: (716) 683-5961

Fax: (716) 683-0169

PROPOSAL AND AGREEMENT FORM

Only signature by both parties constitutes an AGREEMENT between the addressee, herein called the OWNER, and Wm. Schutt & Associates herein called SURVEYOR.

PROPOSAL SUBMITTED TO (OWNER): Village of Williamsville Attn: Benjamin Vilonen, RLA Crew Chief, Dept. of Public Works 5565 Main Street Williamsville, NY 14221	Owner's Phone: 716-632-4120 Owner's Email: BVilonen@village.williamsville.ny.us Date: March 26, 2018
--	--

Property Address: Cadman Drive
 Williamsville, NY 14221

PROPOSED SCOPE OF SURVEYOR'S SERVICES

We will provide a topographic survey (basic services) of Cadman Drive. The topographic survey shall include the areas within the ROW of Cadman Drive.

The survey shall be prepared by a New York State Licensed Land Surveyor, and shall include but not be limited to the following requirements:

Basic Services:

1. Contours at one-foot intervals.
2. Scale at 1" = 20'-0" or as otherwise requested or noted.
3. Drainage pipes, drains, invert elevations, manholes, drop inlets, pipe outlets, and drainage channels.
4. Spot elevations at:
 - a. Intersections
 - b. All site features
 - c. Top & Bottom of curb, if present (every 25')
 - d. Road centerline and edge (with station points every 50 feet)
 - e. Trees over 6" in caliper (indicated by type and caliper)
 - f. Driveways
5. Utilities (i.e. gas, water, sewer) location as marked by utility companies.
6. Locate and label all waterways within the project limits.
7. Rock outcrops and stone walls.
8. All guiderails, bollards, fences, gates and inground site furniture.
9. Wooded areas (label first row of trees at treeline only; see notes on attached plan).
10. Maps will be done in digital form (Civil 3D or higher).
11. Control points used to establish the survey will be included in the digital form of the drawings.
12. Maps will include base line ties.

Not included, but may be added as an Additional Service:

1. Property lines (metes and bounds) and R.O.W. tied into established reference points for the roadway, including property owners.
2. Easements (permanent or temporary access, emergency, etc.)

Deliverables

1. Maps showing topographic data plotted on 24" x 36" stamped paper copies including, north arrow, legend, and scale (both written and graphic)
2. Digital copy of survey in Civil 3D or higher shall be provided with the survey at 1:1 in model space. Original spots shots including point, description, and elevation information shall be included.

PROPOSED COMPENSATION

Surveyor proposes to provide the above-named services to Owner for the lump sum fee of **\$10,800.00**

GENERAL PROVISIONS

1. OWNER — the individual or entity named as such in this Agreement and for which Surveyor's services are to be performed.
2. SURVEYOR — the individual or entity named as such in this Agreement (Wm Schutt Associates).
3. AGREEMENT — this written contract for professional services between Owner and Surveyor, together with the terms, conditions, attachments and exhibits included constitutes the entire agreement between Owner and Surveyor and supersedes all prior written or oral understandings. This AGREEMENT may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties.
4. Surveyor shall not have any other duties or responsibilities for any other portion or part of this project then specifically stated herein.

With the execution of this Agreement, Owner and Surveyor shall designate specific individuals to act as representatives with respect to the Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Agreement on behalf of the respective party that the individual represents.

Designated Owner's Representative:

Designated Surveyor's Representative:

Edward Schiller

 Title: _____
 Phone Number: _____
 E-Mail Address: _____

 Title: Director of Municipal Projects
 Phone Number: 716-683-5961
 E-Mail Address: eschiller@wmschutt.com

Surveyor may withdraw this PROPOSAL unless one copy is signed and returned to Surveyor together with a PROJECT INITIATION FEE of **\$0.00** within thirty (30) days of the below-stated submission date. The engagement fee will be held by Surveyor until services are completed and then either deducted from Surveyor's final invoice or if an outstanding balance remains that amount will be returned to Owner.

Upon execution and receipt by both parties, this document together with all attachments shall form the Agreement between Owner and Surveyor.

The following Exhibits are attached and part of this Proposal/Agreement:

1. Standard Terms and Conditions
2. Hourly Billing Rates and Reimbursable Expense Schedule (to be used for additional services, if authorized)
3. Highlighted Project Site Map

SUBMISSION OF PROPOSAL

SURVEYOR

PROPOSAL SUBMISSION DATE

(Signature)

March 26, 2018
(Month, day and year)

Edward Schiller, P.E., Director of Municipal Projects
(Printed name and title)

ACCEPTANCE OF PROPOSAL

By signing this document Owner accepts the Surveyor's proposal including all attachments that together henceforth shall form the Agreement between Owner and Surveyor.

OWNER

ACCEPTANCE DATE

(Signature)

(Month, day and year)

(Printed name and title)

NON-DISCRIMINATION AND ANTI-HARASSMENT POLICY

A. Prohibited Discrimination

As a responsible employer, the Village of Williamsville (the "Village") rejects all forms of unlawful discrimination not only because it is against the law, but because it is wrong. This includes unlawful discrimination because of a person's sex, sexual orientation, race, creed, color, religion, military status, gender, gender expression, gender identity, national origin, age, disability, arrest record, marital status, familial status, domestic violence victim status, predisposing genetic characteristics or genetic information, or any other status protected by law.

Employment decisions are made without regard to unlawful considerations. Our policy against discrimination extends to all personnel actions, including: recruiting, hiring, training, treatment on the job, performance appraisals, promotion, demotion, transfer, pay, termination, and other conditions of employment.

Further, the Village prohibits all forms of unlawful harassment, as more fully discussed below and in the Village's Sexual Harassment Prevention Policy. Unlawful harassment, as prohibited by these policies, not only includes harassment of employees by employees, but it also encompasses harassment of employees by non-employees with whom Village employees come into contact during work, such as employees of contractors, subcontractors, vendors, consultants, and other persons who provide services in the Village's workplace, such as interns and temporary employees. Similarly, employees are prohibited from engaging in unlawful harassment of non-employees with whom they come into contact.

B. Prohibited Forms Of Harassment

Generally, unlawful harassment is defined as verbal or physical conduct which denigrates or shows hostility or aversion to an individual because of his or her sex, sexual orientation, race, creed, color, religion, military status, gender, gender expression, gender identity, national origin, age, disability, arrest record, marital status, familial status, domestic violence victim status, predisposing genetic characteristics or genetic information, or other protected classification, and which:

- a) Has the purpose or effect of creating an intimidating, hostile, or offensive work environment; or.
- b) Has the purpose or effect of unreasonably interfering with an individual's work performance; or
- c) Otherwise adversely affects an individual's employment opportunities.

For example, the following kinds of behavior, or others with a similar harassing effect, are absolutely prohibited:

- a) Abusing an employee through epithets, slurs, negative stereotyping, or

threatening, intimidating or hostile acts (even if claimed to be "jokes" or "pranks") which relate to sex, sexual orientation, race, creed, color, religion, military status, gender, gender expression, gender identity, national origin, age, disability, arrest record, marital status, familial status, domestic violence victim status, predisposing genetic information, or other protected classification and;

- b) Written or graphic material, that denigrates or shows hostility or aversion toward an individual or group because of sex, sexual orientation, race, creed, color, religion, military status, gender, gender expression, gender identity, national origin, age, disability, arrest record, marital status, familial status, domestic violence victim status, predisposing genetic characteristics or genetic information, or any other protected classification. Written or graphic material includes any material whether placed, displayed, stored or appearing on paper, electronically or otherwise. For example, such material transmitted via or stored in e-mail, text messages, social media or any other electronic media or device would constitute a violation of this Policy.

Any harassment of or by Village employees in violation of the foregoing rules are absolutely prohibited and will not be tolerated.

C. Sexual Harassment

The Village maintains a separate policy prohibiting sexual harassment. Please refer to the Village's Sexual Harassment Prevention Policy for more information.

Any harassing conduct of or by Village employees in violation of this Policy or the Village's Sexual Harassment Prevention Policy is absolutely prohibited and will not be tolerated.

D. Retaliation

Retaliation against an individual for exercising his/her rights under this Policy or the Sexual Harassment Prevention Policy is also strictly prohibited and is a separate violation. This includes any retaliation for inquiring about rights under this Policy, or reporting or complaining about possible violations, or assisting in a complaint investigation, including providing truthful information about a possible violation. Such retaliation against the Village's employees or contractors, subcontractors, vendors, consultants, and other persons who provide services in the Village's workplace, such as interns and temporary employees, is also prohibited and will not be tolerated.

E. No One Has Authority To Violate This Policy

Under no circumstances does any supervisor, employee, member of the Village Board of Trustees, or any other person have any authority whatsoever to engage in discriminatory, harassing or retaliating conduct in violation of this Policy. If anyone claims to have such authority, or you have any questions about whether conduct that you find objectionable is authorized by the Village, please contact the Compliance Officer listed at

the end of this policy.

F. Complaint Procedures And Corrective Action

Reporting All employees, employment applicants, contractors, subcontractors, vendors, consultants, and other persons who provide services in the Village's workplace, such as interns and temporary employees, are encouraged to promptly report any conduct that they are subject to, or that they witness, which may violate this Policy. If the Village does not know about the conduct, it cannot act.

Complaints or inquiries may be made to a supervisor, member of the Village Board, or the Compliance Officer listed at the end of this policy. Of course, you may also feel free to discuss the matter initially with any other employee; and if you wish, you may also involve that person as your advocate to help you in bringing your complaint forward. However, in all cases, the matter must then be brought to the attention of a supervisor, member of the Village Board, or the Compliance Officer.

Please do not allow conduct that may violate this Policy to continue unreported. It is extremely important that this be reported so that the Village can act to investigate such conduct at the earliest possible time. Of course you always have the right to file a charge with the United States Equal Employment Opportunity Commission (EEOC") or with the New York State Division of Human Rights (DHR) if you believe that unlawful conduct has occurred. If you wish to file such a charge, it should be filed with the EEOC within 300 days of the most recent date that unlawful conduct occurred, or if filed with the State Division, within one year of the date that the unlawful conduct last occurred. Reporting to the Village is critical, however, because if it does not know about the conduct, it cannot act.

Confidentiality Complaints and inquiries under this Policy will be kept confidential to the greatest extent practicable, consistent with the Village's need to conduct an adequate investigation and take prompt and appropriate action.

Investigation Complaints will be investigated in a timely and thorough manner. The investigation process may vary depending on the nature and details of the complaint and the conduct at issue. The Village's objective in every instance is to make a fair determination of what happened so it can then take corrective action, if warranted, as soon as possible. The investigation will include, among other things, notice of the allegations to anyone who is the subject of a complaint and an opportunity to provide a response to the allegations. Complainants and witnesses will be given the opportunity to present relevant information including documents relevant to the investigation.

Corrective Action If an employee is determined to have violated this Policy or the Sexual Harassment Prevention Policy the Village will take effective remedial action commensurate with the circumstances. If an employee is determined to have committed discrimination, harassing conduct, or retaliation, the Village will take appropriate corrective action up to and including termination of employment.

If it is determined that a non-employee has subjected an employee or other person protected by this policy to conduct in violation of this policy, prompt and effective action will be taken to stop the harassment and deter any future harassment.

Zero Tolerance The Village has **zero tolerance** for the types of conduct described in this Policy. Because of this, the Village may treat instances of inappropriate conduct of the type described in this Policy and the Sexual Harassment Prevention Policy as a violation of this Policy, regardless of the specific wording of this Policy or technical definitions in the law, and may deal with such conduct by any disciplinary measures or other forms of corrective action.

G. Compliance Officers

Name	Position	Location	Telephone Number
Judith Kindron	Administrator/ Clerk-Treasurer	5565 Main St. Williamsville, NY	(716)632-4120 ext. 3005 14221

SEXUAL HARASSMENT PREVENTION POLICY

Introduction

The Village of Williamsville (“Village”) is committed to maintaining a work environment free from sexual harassment, which is one form of employment discrimination. This policy is one component of the Village’s commitment to a discrimination-free work environment.

Policy

1. This policy applies to all employees. It also applies to individuals who are not employees of the Village but are employees of contractors, subcontractors, vendors, consultants, and other persons who provide services in the Village’s workplace, such as interns and temporary employees.
2. Sexual harassment is not tolerated by the Village and is prohibited by this policy. This policy prohibits not only behavior that constitutes unlawful harassment, but also other inappropriate or unprofessional behavior that may reasonably be considered offensive or otherwise inappropriate. Employees and other individuals covered under this policy will be subject to disciplinary or other corrective action for any violations of this policy.
3. No person covered by this policy shall be subject to adverse employment action because he/she makes a good faith report of an incident of sexual harassment, or provides information, or otherwise assists in any investigation of a sexual harassment complaint. Any person covered by this policy, who retaliates against anyone involved in a sexual harassment investigation, is in violation of this policy and subject to remedial or disciplinary action.
4. The Village will conduct a prompt, thorough, fair, and confidential investigation, consistent with this policy, in response to any complaint about sexual harassment. The Village may also investigate other circumstances of inappropriate conduct occurring in its workplace or affecting the terms and conditions of employment for its employees or other individuals working in its workplace. The Village will take effective corrective action whenever sexual harassment or other inappropriate conduct is found to have occurred. All employees, including managers and supervisors, are required to cooperate with any internal investigation of sexual harassment.

What is Sexual Harassment?

Sexual harassment is a form of sex discrimination and is unlawful under federal, state, and (where applicable) local law. Sexual harassment includes harassment on the basis of sex, sexual orientation, self-identified or perceived sex, gender expression, gender identity, and the status of being transgender.

Sexual harassment includes unwelcome conduct which is either of a sexual nature, or which is directed at an individual because of that individual’s sex when:

- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating a hostile work environment, even if the complaining individual is not the intended target of the sexual harassment;
- Such conduct is made either explicitly or implicitly a term or condition of employment; or
- Submission to or rejection of such conduct is used as the basis for employment decisions affecting an individual's employment.

A sexually harassing hostile work environment can consist of threats, derogatory comments, signs, jokes, pranks, intimidation, physical contact, violence, or other conduct which is of a sexual nature, or which is directed at an individual because of that individual's sex, where the conduct is so severe and pervasive as to alter the terms of employment for the individual subject to the harassment.

Sexual harassment also occurs when a person in authority tries to trade job benefits for sexual favors. This can include hiring, promotion, continued employment or any other terms, conditions or privileges of employment. This is also called "quid pro quo" harassment.

Examples of Sexual Harassment

The following is a list of some of the types of actions that may constitute sexual harassment:

- Physical acts of a sexual nature, such as:
 - Touching, pinching, patting, kissing, hugging, grabbing, brushing against another employee's body or poking another employees' body;
 - Rape, sexual battery, molestation or attempts to commit these assaults.
- Unwanted sexual advances or propositions.
- Sexually-oriented gestures, noises, remarks, jokes, or comments about a person's sexuality or sexual experience.
- Written conduct such as authoring threatening, derogatory or offensive letters, e-mails, text messages, or social media posts.
- Sexual or discriminatory displays or publications anywhere in the workplace, such as:
 - Displaying pictures, posters, calendars, graffiti, objects, promotional material, reading materials or other materials that are sexually demeaning or pornographic. This includes sexual displays on workplace computers or cell phones in the workplace.
- Sex stereotyping, which occurs when conduct or personality traits are considered inappropriate simply because they may not conform to other people's ideas or perceptions about how individuals of a particular sex should act or look.

- Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity, or the status of being transgender.

Who can be a target of sexual harassment?

Sexual harassment can occur between any individuals, regardless of their sex or gender. Harassers can be a superior, a subordinate, a coworker or anyone else in the workplace, including an independent contractor, contract worker, vendor, client, customer, or visitor.

Where can sexual harassment occur?

Unlawful sexual harassment is not limited to the physical workplace itself. It can occur while employees are traveling for business, at employer-sponsored events, or other occasions outside work. Calls, texts, emails, and social media usage by employees containing inappropriate messages, language, or graphics may also constitute or contribute to unlawful workplace harassment, even if they occur away from the workplace, on personal devices, or during non-work hours.

What is "Retaliation"?

Retaliation includes any conduct, whether or not in the workplace or employment-related, which might deter a reasonable person from making or supporting a charge of discrimination or harassment and is directed at someone who engages in protected activity. Protected activity includes opposing a discriminatory practice, making a good faith report of a suspected violation of this policy, filing a harassment complaint, participating in an investigation or proceeding of such a report or complaint, or encouraging a fellow employee to make a report.

Reporting Sexual Harassment

Preventing sexual harassment is everyone's responsibility. The Village cannot prevent or remedy sexual harassment unless it knows about it. Any employee or other person covered by this policy, who has been subjected to behavior that may constitute sexual harassment is encouraged to report such behavior to a supervisor, member of the Village's Board of Trustees, or Judith Kindron, the Compliance Officer listed at the end of this policy. Anyone who witnesses or becomes aware of potential instances of sexual harassment should report such behavior to a supervisor, Village Board member, or the Compliance Officer. If an employee makes a report to his/her supervisor and believes the supervisor is not taking appropriate action, the employee should report this inaction to the Village Board or to the Compliance Officer. If an employee believes that his/her supervisor violated this policy, then the employee should report the matter to a Village Board member, or to the Compliance Officer.

Reports of sexual harassment may be made verbally or in writing. A form for submission of a written complaint is attached to this policy, and all employees are encouraged to use

this complaint form, but using the form is not required. Employees who report sexual harassment on behalf of another person should state clearly that the complaint is made on another person's behalf.

The availability of this reporting procedure does not preclude individuals who believe they are being harassed from promptly advising the offender that his or her behavior is unwelcome and requesting that it be discontinued.

Supervisory Responsibilities

Any supervisor who receives a complaint or information about suspected sexual harassment, or observes conduct that may be sexually harassing behavior **is required to take appropriate steps to address the conduct and to report such suspected sexual harassment to the Compliance Officer listed at the end of this policy.**

In addition to being subject to discipline if they themselves engaged in sexually harassing conduct or retaliation, supervisors will be subject to discipline for failing to report suspected sexual harassment or otherwise knowingly allowing sexual harassment to continue.

Investigation of Sexual Harassment

All reports, complaints or other information about suspected sexual harassment will be investigated, whether that information was reported in verbal or written form. Investigations will be conducted in a timely and thorough manner commensurate with the nature of the complaint, and will be confidential to the extent possible.

In conducting a fair and impartial investigation, the Village's procedures will include these "due process" protections: the Village will provide appropriate notice of the allegations to anyone who is the subject of a harassment complaint and an opportunity to provide a response to the allegations. Complainants and witnesses will be provided with an appropriate opportunity to present relevant information including documents relevant to the investigation.

The Village may adapt and modify the investigatory procedure, in its discretion, based on the nature of the complaint and the conduct at issue.

All employees and other individuals covered under this policy are required to cooperate, as needed, in an investigation of suspected sexual harassment. Employees and other individuals who participate in any investigation are protected from retaliation.

All persons involved in the reporting and investigation of harassment are obligated to keep the information pertaining to the investigation confidential to the maximum extent possible, to protect the privacy of those involved in the investigation and to allow the Village to conduct an objective and fair investigation.

If the Village determines that this policy has been violated, it will take effective remedial action commensurate with the circumstances. Any employee who has been found by the Village to have harassed another employee will be subject to corrective action, up to and

including discharge where appropriate. If it is concluded that a non-employee has subjected an employee or other person protected by this policy to conduct in violation of this policy, prompt and effective action will be taken to stop the harassment and deter any future harassment.

The Village will notify the individual who was subject to the reported conduct and the person who filed the complaint, if different, of the conclusion of its investigation, and will follow up with that individual as appropriate under the circumstances.

Legal Protections and External Remedies

Sexual harassment is not only prohibited by the Village but is also prohibited by state, federal, and (where applicable) local law. In addition to the procedures described in this policy, individuals may choose to pursue legal remedies with the following governmental entities:

The New York State Division of Human Rights (DHR) enforces the Human Rights Law (HRL), codified as N.Y. Executive Law, art. 15, § 290 et seq., which prohibits sexual harassment in employment in New York State, and protects employees, and other individuals working in an employer's workplace. A complaint alleging a violation of the Human Rights Law may be filed either with the DHR, subject to a one-year statute of limitations, or in New York State Supreme Court, subject to a three-year statute of limitations.

If unlawful discrimination is found after a hearing, the DHR or the court may award relief, which may include requiring the employer to take action to stop the harassment, to redress the damage caused, including reversing an unlawful employment action, and paying monetary damages, attorneys' fees, and civil fines. The DHR can be contacted at (888) 392-3644 or at www.dhr.ny.gov.

The U.S. Equal Employment Opportunity Commission (EEOC) enforces federal anti-discrimination laws, including Title VII of the 1964 Civil Rights Act (codified as 42 U.S.C. § 2000e et seq.). An employee must file a complaint with the EEOC within 300 days from the conduct giving rise to the complaint. The EEOC investigates complaints, and may pursue a claim in federal court on behalf of the complaining party, or issue a Right to Sue Letter that allows an individual to pursue his/her claims in federal court. Federal courts may award remedies if discrimination is found to have occurred. The EEOC can be contacted by calling 1-800-669-4000 (1-800-669-6820 (TTY)), or at their website: www.eeoc.gov or via email at info@eeoc.gov. If an individual files an administrative complaint with the DHR, the DHR will file the complaint with the EEOC to preserve the individual's right to proceed in federal court.

Many localities enforce laws protecting individuals from sexual harassment and discrimination. An individual should contact the county, city or town in which they live to find out if such a law exists. If the harassment involves physical touching, coerced physical confinement or coerced sex acts, the conduct may constitute a crime, and it may be appropriate to report such conduct to the local police department.

If the harassment involves physical touching, coerced physical confinement or coerced sex acts, the conduct may constitute a crime. Contact the local police department.

Other Types of Harassment

The Village also prohibits discrimination or harassment on the basis of race, color, creed, ethnicity, disability, religion, national origin, military status, age, gender, gender identity, gender expression, arrest record, veteran status, sexual orientation, marital status, familial status, domestic violence victim status, predisposing genetic characteristics, genetic information, or any other category protected by law. For more information, see the Village's Anti-Harassment and Non-Discrimination Policy.

COMPLIANCE OFFICER

Name	Position	Location	Telephone Number
Judith Kindron	Administrator/ Clerk-Treasurer	5565 Main St. Williamsville, NY 14221	(716)632-4120 ext. 3005

Complaint Form for Reporting Sexual Harassment

This form is designed to assist individuals making a report under the Village of Williamsville's Sexual Harassment Prevention Policy. If you believe you are, or have been, subject to conduct in violation of the Sexual Harassment Prevention Policy, or witness or otherwise become aware of such conduct, you are expected to report that information either verbally or in writing. It is the policy of the Village to promptly and thoroughly investigate such reports.

If you wish to make a written report, you may use this form to do so. After completing this form, please submit it to a member of the Village's Board of Trustees or to the Compliance Officer listed below. If you are more comfortable reporting verbally or in another manner, you are welcome to do so.

The Village prohibits retaliation against any individual who opposes a discrimination practice, makes a good faith report of discrimination or harassment, or who participates in an investigation of such reports. Your cooperation in truthfully completing this form and providing as much accurate information as possible will enable us to investigate and respond to these matters.

COMPLIANCE OFFICERS

Name	Position	Location	Telephone Number
Judith Kindron	Administrator/ Clerk-Treasurer	5565 Main St. Williamsville, NY	(716)632-4120 ext. 3005 14221

YOUR INFORMATION

Name: _____

Work Address: _____

Work Phone: _____

Job Title: _____ Email: _____

Select Preferred Communication Method: Email Phone In person

SUPERVISOR INFORMATION

Immediate Supervisor's Name: _____

Title: _____

Work Phone: _____ Work Address: _____

INFORMATION CONCERNING SUSPECTED SEXUAL HARASSMENT

1. Your complaint of Sexual Harassment is made about:

Name: _____ Title: _____

Work Address: _____ Work Phone: _____

Relationship to you: Supervisor Subordinate Co-Worker Other

2. Please describe what happened and how it is affecting you and your work. Please use additional sheets of paper if necessary and attach any relevant documents or evidence.

3. Date(s) sexual harassment occurred:

Is the sexual harassment continuing? Yes No

4. Please list the name and contact information of any witnesses or individuals who may have information related to your complaint:

The last question is optional, but may help the investigation.

5. Have you previously complained or provided information (verbal or written) about related incidents? If yes, when and to whom did you complain or provide information?

Upon receipt of this report, the Compliance Officer will contact you. Every effort will be made to assure that confidentiality will be maintained throughout the investigatory process to the extent consistent with the need to investigate your report and to take appropriate corrective action. For additional information, see the Sexual Harassment Prevention Policy.

The information provided in this report is true and complete and I request that the Village of Williamsville investigate this complaint and advise me of the outcome of the investigation.

Signature: _____

Date: _____