

TOWN BOARD PROCEEDINGS
Minutes #2013-23
October 28, 2013

Supervisor Sheila M. Meegan called the meeting to order at 7:00 P.M. with 30 seconds of silent prayer followed by the Pledge of Allegiance to the Flag led by Chief Denz.

ROLL CALL: Present - Sheila M. Meegan Supervisor
John M. Rusinski Councilman
Eugene P. Hart Councilman

Supervisor Meegan read the Fire Prevention Code instructing the public where to exit in case of a fire or an emergency.

The meeting was dedicated to the memory of Stanislaw Galazka.

23-A MINUTES TO BE APPROVED

- Motion by Supervisor Meegan, seconded by Councilman Rusinski, to approve Minutes #2013-22 of October 17, 2013.

Ayes: All Noes: None Motion Carried

- Motion by Supervisor Meegan, seconded by Councilman Hart, to approve minutes from the October 2, 2013 bid opening for four (4) refuse trucks with packers.

Ayes: All Noes: None Motion Carried

- Motion by Supervisor Meegan, seconded by Councilman Rusinski, to approve minutes from the October 2, 2013 bid opening for retrofitting five (5) refuse trucks with packers.

Ayes: All Noes: None Motion Carried

23-B COMMUNICATIONS

1. Supervisor Meegan re Erie County 2013 – 2016 Snow Removal & Ice Control Agreement

Motion by Supervisor Meegan, seconded by Councilman Hart, to enter into the attached 2013 – 2016 Snow Removal and Ice Control Agreement with Erie County negotiated by the Town Highway Superintendents Association of Erie County, Inc. and further direct the Town Attorney to review and execute the contract.

Ayes: All Noes: None Motion Carried
APPENDICES

23-B COMMUNICATIONS

2. Highway Supt. re Bid award for four (4) refuse trucks with packers

Motion by Supervisor Meegan, seconded by Councilman Hart, to award the bid for four (4) refuse trucks w/packers to Fleet Maintenance Inc., 67 Ransier Drive, West Seneca, at their low bid of \$702,588 which includes four units and two tippers, noting funds are available from line item 005.8160.0200.0525.

On the question, Councilman Hart questioned if this purchase was coming from the equipment reserve fund and Highway Supt. Matthew English responded that the purchase was coming from the recent bond issue.

Ayes: All

Noes: None

Motion Carried

3. Highway Supt. re Bid award for retro-fitting five (5) refuse trucks with packers

Motion by Supervisor Meegan, seconded by Councilman Rusinski, to award the bid for retro-fitting five (5) refuse trucks w/packers to Guthrie Heli-Arc Inc., 8150 Buffalo Road, Bergen, NY 14416 at their low bid of \$42,390 noting funds are available from line item 005.8160.0200.0525.

Ayes: All

Noes: None

Motion Carried

4. Highway Supt. re Title change for Philip Steffan

Motion by Supervisor Meegan, seconded by Councilman Hart, to terminate Philip Steffan as Highway Laborer and appoint him as Highway Motor Equipment Operator, Group 2, Step 5 at a rate of \$26.34 per hour effective October 17, 2013 and authorize the Supervisor to complete and sign the necessary forms for Erie County Personnel.

Ayes: All

Noes: None

Motion Carried

5. Highway Supt. re Termination of Robert Deppeler as part-time seasonal laborer

Motion by Supervisor Meegan, seconded by Councilman Rusinski, to terminate Robert Deppeler as part-time seasonal laborer in the Sanitation Department effective October 21, 2013 and authorize the Supervisor to complete and sign the necessary forms for Erie County Personnel.

Ayes: All

Noes: None

Motion Carried

23-B COMMUNICATIONS

6. Chief Denz re Bid date for unmarked police vehicles

Motion by Supervisor Meegan, seconded by Councilman Rusinski, to set a bid date of November 12, 2013 at 10 A.M. for receipt of bids on the purchase of two (2) new unmarked police vehicles, noting funding is available through the 2013 police vehicle line item #1.3120.0208.

Ayes: All

Noes: None

Motion Carried

7. Chief Denz re Purchase requiring Town Board approval

Motion by Supervisor Meegan, seconded by Councilman Rusinski, to authorize the purchase of one new police vehicle to replace one vehicle that was severely damaged in a collision with another vehicle while it was being operated in an emergency capacity, noting funding is available through the 2013 police vehicle line item #1.3120.0208.

On the question, Councilman Hart questioned if this was the vehicle damaged in the high speed chase in the City of Buffalo. Town Attorney Shawn Martin confirmed that it was and stated the town was able to negotiate with the insurance company for the owner of the vehicle and received reimbursement in the amount of \$13,000.

Ayes: All

Noes: None

Motion Carried

8. Chief Denz re Status change for part-time Public Safety Dispatchers to seasonal

Motion by Supervisor Meegan, seconded by Councilman Rusinski, to change the status of part-time Public Safety Dispatchers Matthew Leitzel, David Pangallo, Richard Miller and James McCullough to part-time seasonal effective November 1 – 30, 2013 and authorize the Supervisor to complete and sign the necessary forms for Erie County Personnel.

Ayes: All

Noes: None

Motion Carried

9. Director of Recreation re Budgetary transfer request

Motion by Supervisor Meegan, seconded by Councilman Hart, to approve the budgetary transfer request of \$7900 from salary of part-time employees line item #1.7140.0149 to Bicentennial pool employees line item #1.7180.0149 to cover the salary of summer lifeguards.

Ayes: All

Noes: None

Motion Carried

23-B COMMUNICATIONS

10. Town Attorney re Contract with Chief of Police and Assistant Chief of Police Motion by Supervisor Meegan, seconded by Councilman Rusinski, to approve the attached contract with the Chief of Police and Assistant Chief of Police.

On the question, Councilman Hart stated this is not a change from what was done in the past, but they are adjusting to a change in NYS law that requires the Police Chief to have a contract to protect his rights relative to salary, health insurance, retirement benefits, etc.

Ayes: All

Noes: None

Motion Carried
APPENDICES

23-C APPROVAL OF WARRANT

Motion by Supervisor Meegan, seconded by Councilman Rusinski, to approve the vouchers submitted for audit, chargeable to the respective funds as follows:

General Fund - \$137,828.85; Highway Fund - \$58,703.34; Special Districts - \$7044.50; Capital Fund - \$210,838.64 (voucher #'s 80478-81032); Trust & Agency Fund - \$37,155.21 (voucher #'s 80828-80882)

Ayes: All

Noes: None

Motion Carried

ISSUES OF THE PUBLIC

CAMELOT SQUARE PHASE III SUBDIVISION

Marisa Rizzo expressed concern over the continued cutting of trees in Camelot Square Phase III development after a citation was issued October 18th. She questioned what type of drainage will be put in and how the Planning Board was informed of any concerns of the Environmental Commission. Mrs. Rizzo further commented on the new construction on Conner Drive, noting the street is muddy and questioned how it will be cleaned each day.

Councilman Rusinski stated there is a meeting at the West Seneca Senior Citizens Center at 6 P.M. on Wednesday, October 30th to have questions answered and representatives from various departments will be present to get the facts straight.

Jeanmarie Cieslica presented a petition signed by 150 residents of the town requesting that work be halted on the Camelot Square Phase III subdivision and a tree replacement plan be put in place with neighborhood input to create a plan more aesthetically pleasing that would not decrease the value of their properties. She referred to various Planning Board minutes that addressed the project and comments of Planning Board members and the developer's attorney. Mrs. Cieslica further commented that no communities allow developers to clear cut trees.

ISSUES OF THE PUBLIC

CAMELOT SQUARE PHASE III SUBDIVISION (continued)

Christopher Kotowski stated he and his neighbor have had drainage issues since they moved into their homes on Conner Drive and he believes it is coming directly from the back swale.

Code Enforcement Officer John Gullo stated that development of the subdivision behind their homes will take away from the flooding issue, and if not they should call and the Engineering Department will address the issue.

Mr. Kotowski further stated that when he bought his home he paid \$4000 extra for a "premium lot" and was promised a wooded lot by the developer. This was quoted on his contract and he was told the woods behind his house will remain. Afterward he found out that plans for a third phase existed since 2009. Mr. Kotowski commented that the developer lied to the residents.

Lynn Jentsch questioned what the Environmental Commission does for the town.

Supervisor Meegan responded that the Environmental Commission deals with projects like the oxbow, boat launch, etc. The SEQR is the environmental guide for the Planning Board

Town Attorney Shawn Martin explained the SEQR process and stated those documents are on file in the Town Clerk's office.

Mrs. Jentsch noted the lack of Environmental Commission meeting minutes on the town's website and suggested it be updated. She further questioned if the Planning Board will be at the meeting on Wednesday and if the residents could meet with them about making changes to the site plan or re-treering the area.

Code Enforcement Officer John Gullo stated the subdivision received final approval from the Planning Board in June 2013.

Councilman Rusinski stated the Planning Board will not be present at the meeting. He set up the meeting because there are a lot of unanswered questions and the residents wanted an opportunity to talk to board members and other involved departments. Councilman Rusinski stated the Planning Board cannot change anything at this point, but they could be clearer in the future on their comments and motions.

Councilman Hart commented that the town does not have an effective ordinance that preserves trees and gives the Planning Board guidance. They cannot bring the trees back, but they can go forward and change the ordinance to strengthen it so other areas are not affected. There is a law regarding replanting and two trees per lot are required in new developments. Councilman Hart further suggested that individuals that had contracts with the developer should seek an attorney's advice.

ISSUES OF THE PUBLIC

CAMELOT SQUARE PHASE III SUBDIVISION (continued)

Supervisor Meegan did not believe any changes could be made to the current project and stated the Town Board has tried to stop projects in the past (i.e. Houghton College) and lost in court. She suggested they take steps to change the codes and take this opportunity for a re-tree program in that neighborhood.

Amy Carpenter repeated her comments from previous Town Board meetings suggesting that the Zoning Board, Planning Board and Town Board meet to eliminate problems like this. Mrs. Carpenter stated the Town Board is ultimately responsible and they do not know what the Planning Board is saying and the SEQR process is not always followed completely.

Mr. Martin stated that before any project goes forward there has to be a SEQR determination and negative declaration stating there are no issues or adverse impacts with the project.

Eric Paul commented on the adverse environmental impact this issue has caused and questioned what will be done to answer the citizens' complaints. He suggested the town initiate an action against the developer on the basis that he hasn't followed what was stated at the Planning Board meeting.

Councilman Hart referred to the site plan and commented that the Planning Board's motion was vague and the town would lose in court. He did not believe there was a lot the Town Board could do since the developer was in compliance with the ordinance and the approved site plan.

Jeanmarie Cieslica questioned why the town could not put a halt to the work and review the site plan to make the developer put in something that is aesthetically pleasing. She suggested the site plan be reopened and commented that the developer lied, is in violation and he should be fined.

Supervisor Meegan stated the site plan was given final approval in June. The town could take this issue to a higher court, but it is a question of interpretation. She suggested rather than spend \$30,000 on legal fees, their efforts be spent on re-treing the neighborhood.

The board members decided to discuss the question of possible litigation in Executive Session later in the meeting.

ISSUES OF THE PUBLIC

HIRING OF YOUTH SERVICE PROGRAM COORDINATOR

Michael Wach stated his son had applied for the Youth Service Program Coordinator position and he questioned the hiring practice of the town and why no interviews were conducted.

Supervisor Meegan offered to speak to Mr. Wach after the meeting concerning this personnel issue.

Beverly Leising expressed her disappointment in the manner in which this position was filled. She asked that in the future everyone that applies for a position is given equal opportunity and the courtesy of an interview and the department head have a say in who is hired for their department.

SUMMER DAY CAMP PROPOSAL

Johanna Guenther commented on the cost of the proposed summer day camp that was presented at the work session earlier today and suggested it be put to a referendum to allow the taxpayers a chance to vote on it.

Supervisor Meegan thought that Mrs. Guenther had misunderstood the information presented at the work session and offered to review it with her at a later date.

Councilman Hart stated the proposal is still being studied, but the proposed program would actually reduce the cost of the recreation program currently being operated.

SENECA MALL SITE FEASIBILITY STUDY

Amy Carpenter referred to the feasibility study approved for the Seneca Mall site and hoped the board will keep the public informed, noting there is often a lot of talk and nothing comes to light.

STATUS OF TOTES PURCHASE

Amy Carpenter referred to the totes purchase and stated the public needs to be kept informed and educated on this issue.

ISSUES OF THE PUBLIC

SEWER TAX QUESTION

Amy Carpenter questioned if the hotels on Slade Avenue pay the same sewer tax as everyone else in town.

Councilman Rusinski stated the hotels are located in Sewer District #5 and they pay based on a unique formula involving gallons/units. The developer also had to do a 4:1 mitigation when the project was built.

Supervisor Meegan suggested contacting Erik Finbar in the Assessor's office for information on how the tax is calculated.

Mrs. Carpenter further questioned if the 4:1 mitigation applied to the Houghton College project.

Code Enforcement Officer John Gullo stated the Engineering Department submitted calculations for the 4:1 mitigation on the Houghton College project and the developer accepted a dollar amount in place of doing the work.

Mrs. Carpenter questioned if this will be indicated on the budget and Supervisor Meegan responded that it will be indicated in the special districts portion of the budget.

REQUEST FOR TREE TRIMMING ALONG CREEK ON GEORGE DRIVE

A resident of 38 George Drive stated there are trees that border the creek that are almost touching her house. She questioned who's responsibility it is to trim the trees.

Highway Supt. Matthew English thought the trees might be located on a gas company right-of-way and stated he will take a look at the situation.

The resident further commented on vehicles that park blocking the sidewalks and a neighbor that puts a basketball net on the cul-de-sac every summer, which has become an issue. She questioned how this can be stopped.

Supervisor Meegan stated the basketball net is really a neighbor issue, but they could have a conversation with the resident and the Police Department can check for vehicles blocking the sidewalks.

PRESENTATION OF COMMUNICATIONS BY BOARD MEMBERS AND DEPARTMENT HEADS

WEST SENECA HIGH SCHOOL MARCHING BAND

Supervisor Meegan congratulated the West Seneca High School Marching Band for winning the Large School Division III NYS championship.

HALLOWEEN

Supervisor Meegan announced that Thursday, October 31st from 6 P.M. to 8 P.M. has been designated as the official night for trick-or-treat in the Town of West Seneca.

TOWN BOARD MEETING TIME CHANGED

Supervisor Meegan stated the next Town Board Meeting will be held Monday, November 4, 2013 at 2 P.M.

EXECUTIVE SESSION

Motion by Supervisor Meegan, seconded by Councilman Hart, to recess to Executive Session at 8:15 P.M. to discuss a possible litigation matter.

Ayes: All

Noes: None

Motion Carried

The board members returned from Executive Session at 8:35 P.M.

Motion by Councilman Rusinski, seconded by Supervisor Meegan, that effective immediately on requests for preliminary and final subdivision approval before the Planning Board, the adjoining residents shall be notified to the same extent as notification is given for rezoning and special permit requests.

On the question, Councilman Rusinski stated the board members want to ensure the residents have time for input and are aware of subdivision projects. All residents in the involved areas will be notified.

Councilman Hart stated they will be gathering information from other local governments with regard to their tree ordinances.

Ayes: All

Noes: None

Motion Carried

Motion by Supervisor Meegan, seconded by Councilman Hart, to receive and file the petition submitted concerning Camelot Square Phase III subdivision.

Ayes: All

Noes: None

Motion Carried

WEST SENECA TOWN OFFICES
1250 Union Road
West Seneca, NY 14224

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PRESENTATION OF COMMUNICATIONS BY BOARD MEMBERS AND DEPARTMENT HEADS

ADJOURNMENT

Motion by Supervisor Meegan, seconded by Councilman Hart, to adjourn the meeting at 8:40 P.M.

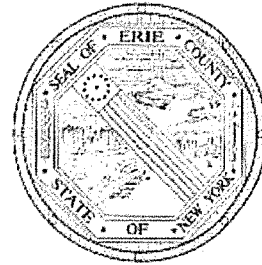
Ayes: All

Noes: None

Motion Carried

JACQUELINE A FELSER, TOWN CLERK

**ERIE COUNTY 2013-2016
INTERMUNICIPAL SNOW REMOVAL AND ICE CONTROL AGREEMENT**



THIS AGREEMENT made and entered into as of the _____ day of _____, 2013
By and between the COUNTY OF ERIE, a municipal corporation organization under the Laws of the State of New York maintaining it's offices at 95 Franklin Street, Buffalo, New York, hereinafter referred to as the County and the TOWN OF WEST SENECA, maintaining offices at 1250 UNION ROAD, WEST SENECA, New York, a municipal corporation of the State of New York in Erie County hereinafter referred to as MUNICIPALITY.

WITNESSETH:

FIRST: The MUNICIPALITY hereby agrees to remove snow and to control ice/snow on County roads, hereinafter defined in the attached Exhibit A; and, in implementing such removal and control, to erect and remove its own snow fences where it deems desirable, all at rate per lane mile as established by Resolution of the Erie County Legislature dated **September 26, 2013** as **Communication 16E-14**. The **2013-2014** snow season rate has been set at three thousand, four hundred ninety-four dollars and ninety-two cents (**\$3,494.92**) per lane mile; the **2014-2015** snow season rate has been set at three thousand, five hundred ninety-nine dollars and seventy-seven cents (**\$3,599.77**) per lane mile; and the **2015-2016** snow season rate has been set at three thousand, seven hundred and seven dollars and seventy-six cents (**\$3,707.76**).

This agreement shall include all activities necessary to control snow and ice, together with all necessary labor, equipment, and materials. "Remove" is defined as, that which is moved and re-deposited alongside the road, and shall include, if necessary, push back and shelving.

The MUNICIPALITY will be required to maintain a sufficient level of manpower, equipment, and materials to enable it to meet the objectives of the County. The MUNICIPALITY as an agent of the County in performing the function herein delegated to it by the County, shall clear such County highways of snow and ice as designated by the County, to the extent that the County may deem necessary to provide reasonable passage and movement of vehicles over such highways all in accordance with terms, rules and regulations as may be deemed by the County to be in the best interest of the public. Notwithstanding the foregoing, the County reserves the right to call out a MUNICIPALITY to remove and/or clear snow and ice, and the MUNICIPALITY hereby agrees to respond within a reasonable period of time. The MUNICIPALITY shall designate a 24-hour contact person, whom the County will contact in the event the County determines it is necessary to call out a MUNICIPALITY.

If the County requires a higher level of removal such as with front-end loaders and trucks, V-plows, and snow blowers, this is deemed "extra work" and will be compensated at an hourly basis. The County District Engineer must order the work, and receive approval from the Commissioner of Public Works for the "extra work" order. Labor shall be billed at the applicable MUNICIPAL rate. Equipment will be billed at FEMA rates.

SECOND: The schedule of County roads that are affected by this Agreement are attached hereto and marked as **Exhibit A: Lane Mile Confirmation**. A "Lane Mile" is defined as a portion of any County road which is one mile long and of sufficient width to allow the safe passage of a vehicle. Shoulders, median strips and short widened sections designed for intersection turning lanes shall not be considered in the calculation of the number of Lane Miles to be maintained under this Agreement. All County roads shall be considered to be at least two lanes wide for such purposes. The number of Lane Miles for which compensation shall be paid hereunder is as set forth on **Exhibit A**.

THIRD: The term of this Agreement shall be for a three-year period beginning on **September 1, 2013 through August 31, 2016** to include yearly snow seasons. "Snow season" is *typically* defined as beginning on September 1st and running through April 30th of each year. This Agreement shall be reviewed annually in accordance with the SEVENTH paragraph, and any modifications shall be effective during such year. This Agreement may be extended at the request of the County with the approval of the MUNICIPALITY. The parties agree that they will commence discussion or negotiations pertaining to the extensions or renewal of this Agreement, whether in whole or in part, during the **Spring of 2016**.

FOURTH: The MUNICIPALITY agrees, at its own expense, will indemnify, defend, and hold harmless the County, its officers, agents and employees from any and all liability, judgment, costs, damages, attorneys fees, and expenses arising out of the MUNICIPALITY'S negligence in performance of such work, labor or services by the MUNICIPALITY, its agents, servants or employees, providing, however, that timely notice shall be given to the MUNICIPALITY by the County of any claim, action or proceeding, which may be filed or commenced against the County by reason of the performance of such work.

As a part of its obligation to indemnify, defend and hold harmless the County, its officers, agents and employees, as set forth above, the MUNICIPALITY agrees to obtain and maintain in full force and effect, for the term of this Agreement, insurance coverage as described in **Exhibit B: County of Erie Standard Insurance Certificate and Instructions, Classification G.**

In lieu of the attached **Exhibit B** insurance certificate, the County of Erie will also accept an Accord Form of insurance certificate containing the exact same terms as the attached Exhibit B, except that the Acknowledgment Clause of the Accord Form may parallel the applicable language contained in this Agreement to read as follows:

"Insurance Companies providing these coverages acknowledge that the named insured (the MUNICIPALITY) is entering into a contract with the County of Erie in which the named insured agrees to defend, indemnify and hold harmless the County of Erie, its officers, employees and volunteers from all claims, demands, suits and judgments for bodily injury or property damage arising out of the performance of the named insured's obligations under this Agreement. The Contractual liability evidenced above herein covers the liability assumed under the County-Named Insured (MUNICIPALITY) Agreement."

The MUNICIPALITY may furnish satisfactory evidence of self-insurance plan acceptable to the Erie County Attorney and/or Risk Management.

Payment cannot be made to a MUNICIPALITY until that MUNICIPALITY furnishes a current certificate of insurance meeting requirements in accordance with the herein attached **Exhibit B: County of Erie Standard Insurance Certificate and Instructions, Vendor Classification G.**, approved by the Erie County Attorney. The Agreement may not be fully executed until sufficient proof of insurance, as provided for under **Exhibit B**, has been approved by the County Attorney.

The MUNICIPALITY and its insurance carrier shall provide copies to the County of any renewal or modifications to its insurance policies

FIFTH: The County hereby agrees to defend, indemnify and hold harmless the MUNICIPALITY from all claims, demands, suits and judgments arising out of the performance of the County's obligations under the agreement.

SIXTH: The MUNICIPALITY agrees to maintain and submit supporting documentation, in accordance with the herein attached **Exhibit C: Form SI-7ECrev**, with their invoice to the County, twice per season. The invoice shall be signed by an Executive of the MUNICIPALITY who serves in one of the following capacities: Supervisor; Mayor; Highway Superintendent or Department of Public Works Commissioner and shall be submitted with the supporting documentation at least forty-five days prior to the payment dates set forth below. In the event the supporting documentation is not available for the December 15th payment, the MUNICIPALITY shall submit supporting documentation for the entire snow season with the second invoice as a condition to the April 15th payment.

For 2013 – 2014 snow season beginning September 1, 2013 through August 31, 2014;

\$1,747.46 x Exhibit A Lane Miles by December 15, 2013.

\$1,747.46 x Exhibit A Lane Miles by April 15, 2014.

For 2014 – 2015 snow season beginning September 1, 2014 through August 31, 2015;

\$1,799.88 x Exhibit A Lane Miles by December 15, 2014.

\$1,799.89 x Exhibit A Lane Miles by April 15, 2015.

For 2015 – 2016 snow season beginning September 1, 2015 through August 31, 2016;

\$1,853.88 x Exhibit A Lane Miles by December 15, 2015.

\$1,853.88 x Exhibit A Lane Miles by April 15, 2016.

SEVENTH: Any modifications made to the terms of this Agreement which are mutually agreed upon in writing or permitted pursuant to this Agreement shall apply to the current winter season and be for the period of one year. It is understood and agreed by the parties hereto that notice of any modification or change shall be mailed by the Department of Public Works to the MUNICIPALITY and shall be deemed to be accepted by the MUNICIPALITY and made a part hereof, except that in the event that the MUNICIPALITY does not agree with the modification, the MUNICIPALITY may by its chief elected officer submit a letter of dispute to the Department of Public Works-Highways within ten (10) days after receipt of the notice. The MUNICIPALITY and the Department of Public Works-Highways shall try to resolve the matter. If a Resolution is unsuccessful, a hearing may be requested before the Commissioner of Public Works. Any request for a hearing must be on or before October 1st. Either party may terminate this Agreement upon thirty (30) days written notice to the other party. Solely in the event of price modifications, the MUNICIPALITY may terminate this Agreement upon twenty (20) days written notice to the County.

EIGHTH: It is understood by the parties that this Agreement shall be executory only to the extent of the monies available to the County of Erie and appropriated therefore, and no liability shall be incurred by the County beyond the monies available and appropriated for these purposes.

NINTH: This Agreement shall bind the successors, assigns and representatives of the parties hereto.

TENTH: This Agreement shall not be assigned without the written permission of the County.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first above written.

MUNICIPALITY

By: _____
SUPERVISOR/MAYOR

State of New York}ss.
County of Erie}

On this _____ day of _____, 2013, before me, the undersigned, personally appeared _____ to me personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the entity or individual upon behalf of which the individual acted, executed the instrument by authority of said municipality.

Notary Public

COUNTY OF ERIE

By: _____ Date: _____
Mark Poloncarz/Richard Tobe
County Executive/Deputy County Executive

APPROVED AS TO FORM:

Electronically Signed
KRISTEN WALDER
ASSISTANT COUNTY ATTORNEY

Document # _____-PW

Date: _____

APPROVED AS TO CONTENT:

Electronically Signed
JOHN C. LOFFREDO, P.E., Commissioner
DEPARTMENT OF PUBLIC WORKS

Date: _____

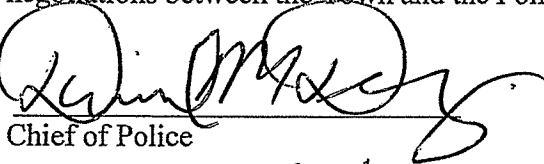
**MUNICIPAL SNOW CONTRACT 13-16
DEPT: DPW-HIGHWAYS
CONTACT: Annette x8373**

Beginning October 1, 2013 and ending on December 31, 2015, the base salary of the Assistant Chief of Police shall be at least ten percent (10%) greater than the base salary of the next level subordinate police officer position, (Police Captain), in the Town of West Seneca Police Department. Also, beginning October 1, 2013, the base salary of the Chief of Police shall be at least fifteen percent (15%) greater than the base salary of the Assistant Chief of Police in the Town West Seneca Police Department. Thereafter, any such time as the salary of the highest ranking subordinate police officer position who is subject to the collective bargaining agreement between the Town of West Seneca and the West Seneca Police Benevolent Association, (Police Captain), increases pursuant to the contract in effect at that time, the salary of the Assistant Chief of Police and the Chief of Police shall also increase to maintain the aforementioned percentage levels.

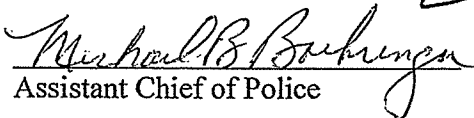
Additionally, all other compensation of the Assistant Chief of Police and the Chief of Police shall be maintained to the same extent, and with the same conditions as all other compensation received by the next subordinate police officer position in the police department, (Police Captain), as per the collective bargaining agreement between the Town of West Seneca and the West Seneca Police Benevolent Association.

Other compensation shall be defined by the PBA contract in effect at any given time, except that overtime or shift differential pay shall not be considered as salary or other compensation unless by resolution, ordinance, or special local law the municipality elects to include these items of compensation within the benefit package of the Assistant Chief of Police or the Chief of Police.

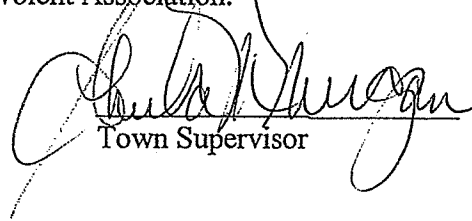
This contract shall be amended in future years to coincide with contract negotiations between the Town and the Police Benevolent Association.



Chief of Police



Michael B. Boehrer
Assistant Chief of Police



Town Supervisor