



**15-A MINUTES TO BE APPROVED**

- Motion by Supervisor Meegan, seconded by Councilman Hanley, to approve minutes from the July 15, 2015 bid opening for Repair of Concrete Storm Damage.

Ayes: All

Noes: None

Motion Carried

**15-B LEGAL ITEMS**

1. Motion by Supervisor Meegan, seconded by Councilman Hart, that proofs of publication and posting of legal notice: "OF A PUBLIC HEARING TO CONSIDER A REQUEST FOR A REZONING FOR PROPERTY LOCATED ON NORTH DRIVE, BEING PART OF LOT NO. 426, CHANGING ITS CLASSIFICATION FROM R-65 TO R-50A, FOR CONSTRUCTION OF A TOWN HOME DEVELOPMENT" in the Town of West Seneca, be received and filed.

(1000 Queens Landing LLC)

Ayes: All

Noes: None

Motion Carried

Motion by Supervisor Meegan, seconded by Councilman Hart, to open the public hearing.

Ayes: All

Noes: None

Motion Carried

Attorney Ralph Lorigo represented the petitioner and referred to the 34 acre property that is an extension of North and South Drives and was previously approved for a 75-lot duplex subdivision. The current request is to construct 150 zero lot line double unit townhomes that will have separate utilities to each property and be owner occupied. The developer discussed the sewer issue with the Town Engineer and paid for a substantial study to be completed that indicated there is sufficient capacity for sewer and water. The developer also agreed to do 4:1 remediation. Three different layouts were proposed resulting in different looks throughout the project. Mr. Lorigo stated this project was stalled in order to find an economically feasible method and owner occupied townhomes is a more viable plan. The units will be priced under \$200,000 and will raise the town's assessment base with a substantial tax return. The City of Lackawanna encourages the project and has issued their written approval.

Lana Hames commented on loss of green space and air quality concerns and stated the neighborhood does not want this project. She did not believe they could force the units to be owner occupied and noted the project went from 75 homes to 150 units which will double the cars. Mrs. Hames questioned if the environmental impact study was updated and thought Lackawanna City Hall was unaware of updates to the project. She further questioned if there are sufficient sewer taps and if the 4:1 remediation can be enforced.

Supervisor Meegan stated the environmental impact study was updated. The Mayor of Lackawanna had reached out to the town with concerns and they were addressed by the developer.

**15-B LEGAL ITEMS**

1. (continued)

Mr. Lorigo confirmed there was a conversation with Lackawanna city representatives and they are satisfied. There is sufficient sewer capacity and the 4:1 remediation will take place.

Code Enforcement Officer John Gullo noted the 4:1 remediation is done upfront.

Mrs. Hames questioned where the development will begin and stated she would like to keep the area in front of her home on North Drive as green space. She further stated she does not want trees in the right-of-way destroyed and expressed concern that there is no more green space in her neighborhood.

William Tuyn of 1000 Queens Landing LLC responded a new street will start from the end of existing streets and will move to the interior of the property in phases. The street will be constructed first followed by the construction of townhouses, including construction of a model home. They will be building homes on South Drive and the back yards will be facing Mrs. Hames' home. Mr. Tuyn indicated the location on the plans and stated townhouses will be 130 feet away from her home.

Supervisor Meegan stated the Town Board cannot deny someone who owns property the right to develop it. She thought this project will enhance the neighborhood and be a positive for the town, noting the 4:1 remediation required by the contractor will assist in funding the town's mandated sewer project.

Councilman Hanley commented these are beautiful homes and are constructed for homeowners, not rental units.

Mrs. Hames referred to homes in Amherst that were sinking and thought the soil was unstable at this location.

Mr. Gullo stated soil tests must be done and there are new laws and requirements in place to ensure this.

Councilman Hart mentioned the new tree ordinance in effect and encouraged the developer to follow it and save as many trees as possible.

Mr. Tuyn noted significant conservation areas and green space within the property.

Highway Superintendent Matthew English questioned if this development will require public garbage pickup and Mr. Lorigo responded they are public streets.

**15-B LEGAL ITEMS**

1. (continued)

Amy Carpenter questioned the street lighting requirements for this project. Code Enforcement Officer John Gullo responded they must follow what is currently on the books. Town Attorney John Fenz added it is unfair to this developer to pass rules for their particular project when the updated law is still going through the proper channels to be approved.

Susan Kims questioned the laterals and if there will be one lateral for each unit. Mr. Lorigo responded there is a separate lateral and separate utilities for each unit. Town Engineer Steven Tanner added that 75 taps were approved by the DEC but the developer requested additional taps and must now do 4:1 mitigation.

Linda Chadwell questioned how they can guarantee the units will be owner occupied.

Supervisor Meegan responded the houses will be sold individually at a cost that will draw homeowners.

Ms. Chadwell stated she lives in the last house on North Drive and questioned how close the back yard of the townhomes will be to her house.

Mr. Lorigo responded they will be 200' from the back of her house.

Councilman Hanley asked the developer to communicate with the neighborhood throughout construction of the project and Mr. Lorigo stated that can be done through his office.

Motion by Supervisor Meegan, seconded by Councilman Hart, to close the public hearing.

Ayes: All

Noes: None

Motion Carried

Motion by Supervisor Meegan, seconded by Councilman Hanley, to adopt the following resolution:

WHEREAS, the Town Board of the Town of West Seneca, as the lead agency acting pursuant to the State Environmental Quality Review Act, Article 8 of the New York State Environmental Conservation Law, has reviewed Part I of the Short Environmental Assessment Form ("EAF") prepared by the applicant in connection with the proposed rezoning authorizing construction of a 75+/- lot, 150+/- unit townhome development (the "Project"), on the property being part of Lot No. 426, Township 10, Range 7 of the Buffalo Creek Reservation ("Subject Property"), has reviewed the draft completed Part II of the EAF analyzing the potential for the Project to result in any significant adverse environmental impacts, and has otherwise taken a hard look at the potential environmental impacts utilizing the criteria specified in 6 NYCRR 617.7(c); and



**15-B LEGAL ITEMS**

1. (continued)

WHEREAS, upon such review, the Town Board has not identified any potentially significant adverse environmental impacts associated with the proposed use of the Subject Property, has determined that no Environmental Impact Statement is necessary and that a Negative Declaration is therefore appropriate; and

WHEREAS, the Planning Board reviewed the Project on June 11, 2015 and adopted a resolution recommending the grant of the rezoning and the approval of the Project as proposed; and

WHEREAS, pursuant to the Town Code, the Town Board further finds that granting a rezoning of the Subject Property to allow for the Project is appropriate for the location and will not adversely affect surrounding properties; now, therefore, be it

RESOLVED, pursuant to 6 NYCRR 617.7(a), the Town Board does hereby adopt a Negative Declaration with respect to the Project; and be it further

RESOLVED the Town Board hereby adopts Local Law No. 8 for the year 2015, granting a rezoning for the Project from R-65 to R-50A.

Ayes: All

Noes: None

Motion Carried  
\*APPENDICES\*

2. Proofs of publication and posting of legal notice: "OF THE ESTOPPEL NOTICE AND ADOPTED BOND RESOLUTION OF THE TOWN BOARD OF THE TOWN OF WEST SENECA, ERIE COUNTY, NEW YORK (THE "TOWN"), AUTHORIZING ROAD RECONSTRUCTION AND REPAVING IMPROVEMENTS; ESTIMATING THAT THE TOTAL COST THEREOF IS \$1,900,000; APPROPRIATING SAID AMOUNTS THEREFOR; AND AUTHORIZING THE ISSUANCE OF \$1,100,000 IN SERIAL BONDS OF THE TOWN AND APPLICATION OF \$800,000 CURRENT FUNDS TO FINANCE SAID APPROPRIATION" in the Town of West Seneca, received and filed.
3. Proofs of publication and posting of legal notice: "OF THE RECEIPT OF THE INDEPENDENT PUBLIC ACCOUNTANT REPORT OF THE FISCAL AFFAIRS OF THE TOWN OF WEST SENECA FOR THE PERIOD BEGINNING JANUARY 1, 2014 AND ENDING DECEMBER 31, 2014" in the Town of West Seneca, received and filed.
4. Proofs of publication and posting of legal notice: "OF THE RECEIPT OF THE REPORT OF THE EXAMINATION OF THE FISCAL AFFAIRS OF THE TOWN OF WEST SENECA BY THE OFFICE OF THE STATE COMPTROLLER FOR THE PERIOD BEGINNING ON JANUARY 1, 2013 AND ENDING ON DECEMBER 18, 2014" in the Town of West Seneca, received and filed.

**15-C TABLED ITEMS**

- 1. Code Enforcement Officer re LED Temporary Signs                      Remained on the table.

**15-D COMMUNICATIONS**

- 1. Supervisor Meegan re Creation of Senior Code Enforcement Officer                      Motion by Supervisor Meegan, seconded by Councilman Hart, to create the position of Senior Code Enforcement Officer and authorize the Supervisor to complete and sign the necessary forms for Erie County Personnel.

Ayes: All                      Noes: None                      Motion Carried

- 2. Supervisor Meegan re Title change for John Gullo                      Motion by Supervisor Meegan, seconded by Councilman Hanley, to change the title of John Gullo from Code Enforcement Officer to Senior Code Enforcement Officer effective July 28, 2015 with no change to his current salary and authorize the Supervisor to complete and sign the necessary forms for Erie County Personnel.

On the question, Councilman Hart questioned why the title was changed. Supervisor Meegan responded that John Gullo passed the senior code enforcement officer test and this makes him senior to the other two code enforcement officers in the office, which is in line with his position as department head.

Ayes: All                      Noes: None                      Motion Carried

- 3. Supervisor Meegan re Termination of Mark Hearn                      Motion by Supervisor Meegan, seconded by Councilman Hanley, to terminate Mark Hearn as Heavy Motor Equipment Operator effective July 18, 2015 and authorize the Supervisor to complete and sign the necessary forms for Erie County Personnel.

Ayes: All                      Noes: None                      Motion Carried

- 4. Town Attorney re Adoption of Post Issuance Compliance Policies and Procedures                      Motion by Supervisor Meegan, seconded by Councilman Hanley, to adopt the attached Post Issuance Compliance Policies and Procedures related to the town's tax exempt obligation.

**15-D COMMUNICATIONS**

4. (continued)

On the question, Town Attorney John Fenz explained Internal Revenue Code Section 103 refers to specific parts of income that are excluded from taxable income, including municipal-issued bonds which are considered exempt income. IRS regulations require a municipality issuing bonds to follow certain criteria to ensure bonds are tax exempt and funds are used for public rather than private purposes.

Ayes: All

Noes: None

Motion Carried  
\*APPENDICES\*

5. Town Attorney re Amended Bond Resolution - \$150,000 additional

Motion by Supervisor Meegan, seconded by Councilman Hanley, to adopt the attached Amended Bond Resolution authorizing additional financing for road reconstruction and repaving improvements (the "Project"); estimating that the total cost thereof is \$2,050,000; appropriating \$150,000 in addition to the \$1,900,000 previously appropriated; and authorizing the issuance of \$150,000 bonds of the town to finance said additional appropriation.

On the question, Councilman Hart questioned if there is still a possibility the cost will come in lower. Town Engineer Steven Tanner stated the project is \$93,000 over and \$150,000 will give them a little extra as a safety net. Mr. Tanner added there is a possibility the project could still come in at the estimated \$1,900,000. Councilman Hanley noted all three bids were over the estimate.

Ayes: All

Noes: None

Motion Carried  
\*APPENDICES\*

6. Town Attorney re Service Agreement with Erie County SPCA

Motion by Supervisor Meegan, seconded by Councilman Hart, to adopt a resolution authorizing the Supervisor to execute the attached agreement on behalf of the Town of West Seneca (the "Town") whereby Erie County Society for the Prevention of Cruelty to Animals ("SPCA") agrees to coordinate adoption, euthanization and disposal services of dogs.

On the question, Councilman Hanley questioned if any other fees are associated with this agreement and Town Attorney John Fenz responded there are no other fees.

Ayes: All

Noes: None

Motion Carried  
\*APPENDICES\*

**15-D COMMUNICATIONS**

7. Town Attorney re Service Agreement Renewal with Rural Metro Medical Services
- Motion by Supervisor Meegan, seconded by Councilman Hanley, to adopt a resolution authorizing the extension of the attached agreement with LaSalle Ambulance, Inc. (Rural Metro) to July 31, 2016 for emergency and non-emergency transportation services to the residents of the town.

On the question, Councilman Hart questioned if there are any charges to the town and Town Attorney John Fenz responded this maintains service that has been in place with no costs to the town.

Ayes: All

Noes: None

Motion Carried  
\*APPENDICES\*

8. Town Engineer re Recommendation of Award for 2015 Sanitary Sewer Repair Contract
- Motion by Supervisor Meegan, seconded by Councilman Hart, to award the bid for the 2015 Sanitary Sewer Repair Contract to United Survey, Inc. for a total amount of \$3,290,100.00, noting United Survey, Inc. was the sole bidder on this project.

On the question, Councilman Hart questioned if this was for lining of the sewers. Town Engineer Steven Tanner responded it is for sewer lining. The project was out for bid for five weeks and was advertised in a national construction exchange. There are few contractors equipped to do this work and only United Survey, Inc. submitted a bid. This company works locally, hires local people and keeps their equipment here.

Ayes: All

Noes: None

Motion Carried

9. Highway Sup't. re Bid date for Concrete Storm Damage Repair
- Motion by Supervisor Meegan, seconded by Councilman Hart, to set a bid date of August 7, 2015 at 10:00 A.M. in the Town Clerk's Office for repair of concrete storm damage divided into four sections throughout the Town of West Seneca, noting that bid packages will be available at the Town of West Seneca Highway Department at 39 South Avenue, West Seneca, between the hours of 7:30 A.M. to 2:30 P.M.

On the question, Highway Sup't. Matthew English stated there was only one bidder on this project so it is being re-bid.

Ayes: All

Noes: None

Motion Carried

**15-D COMMUNICATIONS**

10. Chief Denz re Appointment of Gary M. Pauly as Court Security Officer

Motion by Supervisor Meegan, seconded by Councilman Hanley, to appoint Gary M. Pauly as Court Security Officer effective July 28, 2015 at a rate of \$17 per hour and authorize the Supervisor to complete and sign the necessary forms for Erie County Personnel.

Ayes: All                      Noes: None                      Motion Carried

11. Chief Denz re Retirement of Joel D. Fallon, School Resource Officer

Motion by Supervisor Meegan, seconded by Councilman Hanley, to accept the retirement of Joel D. Fallon and terminate him as School Resource Officer effective July 31, 2015 and authorize the Supervisor to complete and sign the necessary forms for Erie County Personnel, noting Officer Fallon is retiring after 27 years of service to the town.

On the question, Chief Denz congratulated Mr. Fallon and commented his retirement will leave a big gap in the department.

Ayes: All                      Noes: None                      Motion Carried

12. Chief Denz re New York State Police Juvenile Officers Association Training Conference

Motion by Supervisor Meegan, seconded by Councilman Hart, to authorize Detective James Gibbons and one School Resource officer (TBA) to attend the New York State Police Juvenile Officers Association training conference in Syracuse, New York, August 30 – September 4, 2015, noting the total cost of this training should not exceed \$2000 and there are sufficient funds in the police training course line item (1.3120.0459) to cover this expense.

Ayes: All                      Noes: None                      Motion Carried

13. Chief Denz re Attendance at National Drug Recognition Expert School

Motion by Supervisor Meegan, seconded by Councilman Hart, to authorize Officer Derek Vasquez to attend Phase 1 of the National Drug Recognition Expert School in Batavia, New York, August 17 - 28, 2015 noting all expenses for this training will be reimbursed by the Governor's Traffic Safety Committee.

Ayes: All                      Noes: None                      Motion Carried

**15-D COMMUNICATIONS**

14. Code Enforcement Officer re Application for Electrical Inspection Agency Approval

Motion by Supervisor Meegan, seconded by Councilman Hanley, to authorize Code Enforcement Officer John Gullo to sign and forward the attached Application for Electrical Inspection Agency Approval as required by National Grid for inspection agencies conducting electrical inspections.

Ayes: All                      Noes: None                      Motion Carried  
\*APPENDICES\*

15. Code Enforcement Officer re LED sign at 4130 Seneca Street

Motion by Supervisor Meegan, seconded by Councilman Hart, to approve placement of an LED sign at 4130 Seneca Street, noting the property owner received a variance from the Zoning Board of Appeals on July 22, 2015.

On the question, Councilman Hanley questioned if the property owner has complied with the Zoning Board of Appeals' stipulations and Code Enforcement Officer John Gullo responded they have.

Ayes: All                      Noes: None                      Motion Carried

16. Finance Department re Updated Procurement and Purchasing Policy

Motion by Supervisor Meegan, seconded by Councilman Hart, to adopt the attached Procurement and Purchasing Policy updated on July 20, 2015.

On the question, Town Attorney John Fenz stated the procurement policy is part of the Town Code but does not reflect current municipal law. Adopting this policy will satisfy the Office of the State Comptroller, but updating the Town Code would be prudent.

Councilman Hart suggested adding a clause to include periodic training for employees involved in the purchasing process. He further noted amendments to be made in the area of claims approval (all board members must audit claims) and Item #7 & #8 under exceptions to the procurement policy (\$500 changed to \$2499.99).

Motion by Councilman Hart, seconded by Supervisor Meegan, to amend #7 & #8 in the Procurement and Purchasing Policy to read \$2499.99.

Ayes: All                      Noes: None                      Motion Carried  
\*APPENDICES\*

**15-D COMMUNICATIONS**

17. Finance Department re Updated Fund Balance Policy                      Motion by Supervisor Meegan, seconded by Councilman Hanley, to adopt the attached Fund Balance Policy updated on July 20, 2015.

On the question, Councilman Hart stated the purpose of this policy is to set a range that the town's fund balance will fall within - fund balance is not allowed to fall below 10 percent or rise higher than 20 percent above expenditures.

Supervisor Meegan noted Moody's Investment Service assigned the Town of West Seneca the highest rating of Aa3 for long-term and MIG-1 for short-term borrowing and stated this assessment of the town's financial health reflects their commitment to sound fiscal management. Moody's defines these ratings as indicating the town's financial position as high quality and of superior credit quality. Contributing factors to these ratings are continued residential development, commercial growth and a healthy fund balance. Supervisor Meegan added the town is able to maintain a high level of service to residents while exhibiting fiscal restraint.

Ayes: All                                      Noes: None                                      Motion Carried  
\*APPENDICES\*

18. Finance Department re Fixed Asset Policy                      Motion by Supervisor Meegan, seconded by Councilman Hart, to adopt the attached Fixed Asset Policy updated on July 20, 2015.

On the question, Councilman Hart noted typographical errors on the second and third pages which will be amended in the adopted policy. He further stated this policy is required for proper evaluation of fixed assets which is necessary on annual financial statements.

Ayes: All                                      Noes: None                                      Motion Carried  
\*APPENDICES\*

**15-D REPORTS**

- John A Gullo, Senior Code Enforcement Officer's plumbing report for June 2015 received and filed.

**15-E APPROVAL OF WARRANT**

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

General Fund - \$330,050.00; Highway Fund - \$105,806.21; Special Districts - \$27,051.21  
Capital Fund - \$134,326.89 (voucher #'s 88985-90123); Trust & Agency Fund - \$46,840.50  
(voucher #'s 90053-90161)

Ayes: All

Noes: None

Motion Carried

**ISSUES OF THE PUBLIC**

**TOWN LIGHTING LAW**

Karen Lucachik questioned the status of adoption of a lighting law.

Town Engineer Steven Tanner stated lighting requirements should be written into law and he would like to specify that LED lights will be used, although lighting requirements vary within different areas.

Councilman Hart questioned if the Planning Board can stipulate LED lights.

Mr. Tanner responded they can ask a new developer to use LED lighting but it would be better to have it adopted as a law.

Town Attorney John Fenz agreed and added this will give developers clear expectations on lighting requirements without a significant budget impact. He will discuss this with Code Enforcement Officer John Gullo.

**PROPERTY MAINTENANCE ON LEXINGTON GREEN**

Karen Lucachik commented on property maintenance at a house on Lexington Green.

Code Enforcement Officer John Gullo stated he is familiar with the property and the owner has applied for a building permit to change the roof line because of continual roof leaks. Mr. Gullo noted the existing property maintenance issues, which were recently discussed with the property owner's attorney. The owner has been in court because of his property before and will be taken to court again if necessary.



**ISSUES OF THE PUBLIC**

**FIXED ASSET POLICY**

Amy Carpenter questioned if items on the fixed asset policy will be filed with the Town Clerk so it can be accessed at all times. Councilman Hart replied the Finance Office generally collects and maintains this information but it could also be filed with the clerk.

**SENECA PLACE FEASIBILITY STUDY**

Susan Kims referred to the Seneca Place Feasibility Study and questioned if funds borrowed from the sewer bond have been paid back. Councilman Hart replied there are ongoing discussions to have it remediated.

**TEMPORARY LED SIGNS**

Susan Kims questioned the tabled item regarding LED signs and thought it would be prudent to establish a code for temporary signs, including a time limit.

Code Enforcement Officer John Gullo stated temporary signs are part of the ordinance. LED signs are not specified, but they do require Zoning Board of Appeals and Town Board approval. Mr. Gullo added this item will be reviewed during the process of updating the Town Code.

Mrs. Kims questioned if Schwabl's still has a temporary sign and Mr. Gullo responded their request is only for special occasions.

**YOUTH ENGAGED IN SERVICE (YES) PROGRAM**

Susan Kims questioned if Youth Engaged in Service (YES) is a town or school program and if funding is received. Supervisor Meegan responded YES is a town program with \$23,000 in funds received and they are a big part of many town functions.

**RECREATION/KIWANIS YOUTH CENTER STATUS**

Susan Kims requested an update on the Recreation Department and the status of the Kiwanis Youth Center.

Supervisor Meegan responded the staff has moved to Mill Road, but the Kiwanis building remains open and will be used until the beginning of October. Recreation staff that worked upstairs at the Kiwanis building moved to Mill Road ahead of schedule due to the presence of bird lice in the air conditioning unit. FEMA has instructed the building to come down, but the downstairs is safe to be occupied and the facilities are in working order. Summer Day Camp is operating out of the ice rink.

**ISSUES OF THE PUBLIC**

**RECREATION/KIWANIS YOUTH CENTER STATUS** (continued)

Youth Service Coordinator Lauren Masset stated they are officially moved in at Mill Road with no complaints. She added day camp is going well; it is currently in week 5 and operating at the full capacity of 90.

**BURCHFIELD COMFORT STATION/SENIOR CENTER UPDATES**

Susan Kims questioned if the comfort station was open at Burchfield and if the senior center restrooms were completed yet. Supervisor Meegan responded the comfort station is opening tomorrow morning and the senior center work is expected to be finished next week.

**POST ISSUANCE COMPLIANCE POLICIES AND PROCEDURES**

Susan Kims requested clarification on item #4 and what constitutes private use of facilities. Town Attorney John Fenz stated the policy looks to make sure a municipality doesn't build a specific building for an outside entity and to further ensure there is a public purpose in its construction. Councilman Hart added a public building can be used for a private purpose but this must be reported to the IRS.

**PRESENTATION OF COMMUNICATIONS BY BOARD MEMBERS AND DEPARTMENT HEADS**

**GIRLS SOFTBALL FAST PITCH WORLD SERIES**

Supervisor Meegan stated Buffalo Niagara Sports invited West Seneca to host the National Softball Association Girls Fast Pitch World Series in 2016. Town Attorney John Fenz will invite them to present their proposal at the next work session.

**UPCOMING EVENTS AT THE LIONS BANDSHELL**

Youth Service Coordinator Lauren Masset reminded the public of free events at the Lions Band Shell. Tai Chi classes will take place on August 4<sup>th</sup> & 11<sup>th</sup> at 5:30 P.M. and she thanked the sponsors of Movie Night in the Park showing Dolphin Tale 2 on August 28<sup>th</sup> at 8:15 P.M.

Councilman Hanley recognized the Buildings & Grounds Department for cleaning up the Band Shell for the summer concert series in the park. Councilman Hart added Terry Buchwald will perform at the Band Shell on Thursday, July 30<sup>th</sup> and various social clubs will provide food for the event.

**PRESENTATION OF COMMUNICATIONS BY BOARD MEMBERS AND DEPARTMENT HEADS**

**NARCAN TRAINING**

Councilman Hart stated he took the recent Narcan training offered at Vigilant Fire Hall and recommended others take the course. Code Enforcement Officer John Gullo explained the "Good Samaritan Law" that protects an individual from liability if they assist someone suffering from an overdose, as long as the assistance doesn't go beyond their training point.

**EXECUTIVE SESSION**

Motion by Supervisor Meegan, seconded by Councilman Hanley, to recess to executive session at 8:40 P.M. to discuss three personnel issues.

Ayes: All

Noes: None

Motion Carried

The board members returned from executive session at 9:30 P.M.

**ADJOURNMENT**

Motion by Supervisor Meegan, seconded by Councilman Hart, to adjourn the meeting at 9:30 P.M.

Ayes: All

Noes: None

Motion Carried

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**JACQUELINE A FELSER, TOWN CLERK**

Please take notice that the following change was made in the Zoning Ordinance of the Town of West Seneca, County of Erie and State of New York, and notice thereof is hereby given, pursuant to §264 and 265 of the Town Law.

Whereas, the Town Board of the Town of West Seneca received a request for a rezoning for the following described property located on North Drive from its classification of R-65 to R-50A for construction of a 75+/- lot, 150 +/- townhome development:

All that tract or parcel of land, situate in the Town of West Seneca, County of Erie and State of New York, being part of Lot No. 426, Township 10, Range 7 of the Buffalo Creek Reservation described as follows:

Parcel 1 - Beginning at a point in the southerly line of North Drive, distant 1079.24 feet easterly from the easterly line of Abbott Road (66' wide); thence easterly along the south line of North Drive, 695.00 feet; thence northeasterly at an exterior angle of 121°09'36", 58.43 feet to a point in the northerly line of North Drive; thence northerly at an exterior angle of 148°56'44", 380.63 feet to the northerly line of said Lot No. 426; thence easterly at an exterior angle of 270°09'18" along the northerly line of Lot No. 426, 11.41 feet; thence southeasterly at an interior angle of 122°19'18", 187.08 feet; thence southeasterly at an interior angle of 197°28'15", 520.65 feet; thence southeasterly at an interior angle of 193°28'24", 817.61 feet; thence southerly at an interior angle of 116°53'21", 418.25 feet to the northerly line of Janice Place (60' wide); thence westerly along the said northerly line of Janice Place at an interior angle of 90°06'20", 617.35 feet to the easterly line of Julius Place (60' wide); thence northerly at an interior angle of 90°00'00", 76.93 feet to the northerly line of Grant Blvd. (60' wide); thence westerly at an interior angle of 270°00'00", 1226.20 feet; thence northerly at an interior angle of 90°00'00", 234.14 feet; thence northwesterly at an exterior angle of 76°22'00", 165.00 feet; thence westerly at an exterior angle of 103°38'00", 291.01 feet to the easterly line of the City of Lackawanna; thence northwesterly along the said easterly line of the City of Lackawanna at an interior angle of 103°34'19", 316.85 feet; thence easterly at an interior angle of 76°25'41", 52.92 feet; thence northerly at an exterior angle of 90°06'20", 129.00 feet to the point of beginning.

Parcel 2 - All that tract or parcel of land, situate in the Town of West Seneca, County of Erie and State of New York, being part of Lot No. 427, Township 10, Range 7, of the Buffalo Creek Reservation, being Sublots 20 through 35, inclusive, in Block A as shown on a map filed in the Erie County Clerk's Office as Map Cover 1312.

Parcel 3 - All that tract or parcel of land, situate in the Town of West Seneca, County of Erie and State of New York, being part of Lot No. 427, Township 10, Range 7, of the Buffalo Creek Reservation, being Sublots 45 through 50, inclusive, in Block A as shown on a map filed in the Erie County Clerk's Office as Map Cover 1312.

Parcel 4 - All that tract or parcel of land, situate in the Town of West Seneca, County of Erie and State of New York, being part of Lot No. 427, Township 10, Range 7, of the Buffalo Creek Reservation, being Sublots 58 through 62, inclusive, in Block A as shown on a map filed in the Erie County Clerk's Office as Map Cover 1312.

Whereas, this Town Board held a public hearing on the 27<sup>th</sup> day of July 2015 at 7:00 P.M., EDT in the Town Hall, 1250 Union Road, in said town, to consider granting a rezoning for the above-described property; and

Whereas, at such time and place this Town Board did meet to hear any and all persons interested in the subject thereof concerning the same.

Now, therefore, be it resolved, that a rezoning be granted and the same is hereby rezoned from R-65 to R-50A; and

Be it further resolved that the Town Clerk is hereby ordered and directed to make such change on the zoning map and to enter a copy of this resolution with the zoning regulations in a book appropriate for its use.

A regular meeting of the Town Board of the Town of West Seneca, Erie County, New York, held at Town Hall, located at 1250 Union Road, West Seneca, New York 14224 on July 27, 2015 at 7:00 o'clock p.m., prevailing time.

The meeting was called to order by Supervisor Meegan, and upon roll being called, the following were:

PRESENT: Supervisor Sheila M Meegan  
Councilman Eugene P Hart  
Councilman William P Hanley Jr.

ABSENT: None

The following resolution was offered by Supervisor Meegan, who moved its adoption, seconded by Councilman Hanley, to-wit:

**RESOLUTION OF THE TOWN BOARD OF THE TOWN OF WEST SENECA, ERIE COUNTY, NEW YORK (THE "TOWN") AUTHORIZING AND ADOPTING POST ISSUANCE COMPLIANCE POLICIES AND PROCEDURES RELATED TO THE TOWN'S TAX-EXEMPT OBLIGATIONS, SUCH POLICIES AND PROCEDURES INTENDED TO ENSURE THAT THE REQUIREMENTS IMPOSED UPON THE TOWN PURSUANT TO THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, WILL BE SATISFIED**

**WHEREAS**, the Town of West Seneca, Erie County, New York (the "Town") previously has issued bond and notes (the "Tax-Exempt Obligations"), the interest on which is excluded from gross income of the owners thereof pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"); and

**WHEREAS**, the Town intends to issue additional series of Tax-Exempt Obligations in the future; and

**WHEREAS**, in order to ensure that that interest on Town's Tax-Exempt Obligations will continue to be excluded from gross income of the owners thereof for purposes of federal income taxation, and that the Town complies with its tax certifications relating to the Tax-Exempt Obligations, the Town Board has determined, based on the advice of the Town's Bond Counsel, to adopt certain written Post-Issuance Compliance Policies and Procedures in the form attached hereto as Exhibit A and made a part hereof (the "Post-Issuance Compliance Procedures").

**NOW, THEREFORE, BE IT RESOLVED** by the Town Board of the Town of West Seneca, Erie County, New York (the "Board"), as follows:

**Section 1.** The Board hereby approves and adopts the Post-Issuance Compliance Procedures.

**Section 2.** The Board hereby appoints the Town Supervisor to serve as the “Designated Tax Compliance Official” under the Post-Issuance Compliance Procedures and hereby authorizes and directs the Town Supervisor, acting in such capacity, to take such actions, after appropriate consultation with Bond Counsel to the Town, as the Town Supervisor deems necessary, appropriate or desirable to effect the implementation of the Post Issuance Compliance Procedures, and hereby further authorizes the Town Supervisor, as such Designated Tax Compliance Official, to delegate to such other Town officials or employees as the Town Supervisor shall determine is necessary or appropriate, the responsibility to take certain specific actions called for by the Post-Issuance Compliance Procedures.

**Section 3.** This Resolution shall take effect immediately.

The question of the adoption of the foregoing resolution was duly put to vote on a roll call, which resulted as follows.

<u>Supervisor Meegan</u>	VOTING	<u>Yes</u>
<u>Councilman Hart</u>	VOTING	<u>Yes</u>
<u>Councilman Hanley</u>	VOTING	<u>Yes</u>

The foregoing resolution was thereupon declared duly adopted.

STATE OF NEW YORK )  
COUNTY OF ERIE ) SS.:

I, the undersigned Town Clerk of the Town of West Seneca, Erie County, New York, DO HEREBY CERTIFY as follows:

1. I am the duly qualified and acting Clerk of the Town of West Seneca, Erie County, New York (the "Town") and the custodian of the records of the Town, including the minutes of the proceedings of the Town Board, and am duly authorized to execute this certificate.

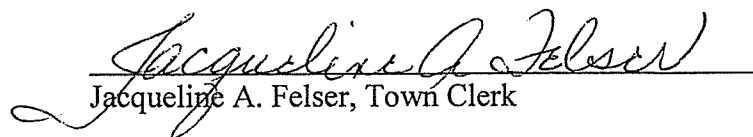
2. A regular meeting of the Town Board of the Town was held on July 27, 2015 and attached hereto is a true and correct copy of a resolution duly adopted at such meeting and entitled:

**RESOLUTION OF THE TOWN BOARD OF THE TOWN OF WEST SENECA, ERIE COUNTY, NEW YORK (THE "TOWN") AUTHORIZING AND ADOPTING POST ISSUANCE COMPLIANCE POLICIES AND PROCEDURES RELATED TO THE TOWN'S TAX-EXEMPT OBLIGATIONS, SUCH POLICIES AND PROCEDURES INTENDED TO ENSURE THAT THE REQUIREMENTS IMPOSED UPON THE TOWN PURSUANT TO THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, WILL BE SATISFIED**

3. That said meeting was duly convened and held and that said resolution was duly adopted in all respects in accordance with the law and regulations of the Town. To the extent required by law or said regulations, due and proper notice of said meeting was given. A legal quorum of members of the Town Board was present throughout said meeting, and a legally sufficient number of members voted in the proper manner for the adoption of the resolution. All other requirements and proceedings under the law, said regulations, or otherwise, incident to said meeting and the adoption of the resolution, including the publication, if required by law, have been duly fulfilled, carried out and otherwise observed.

4. The seal appearing below constitutes the official seal of the Town and was duly affixed by the undersigned at the time this certificate was signed.

IN WITNESS WHEREOF, I have hereunto set my hand and have hereunto affixed the corporate seal of the Town this 27<sup>th</sup> day of July, 2015.

  
Jacqueline A. Felser, Town Clerk

[SEAL]

At a regular meeting of the Town Board of the Town of West Seneca, in the County of Erie, New York, held at Town Hall, 1250 Union Road, West Seneca New York 14224 on July 27, 2015

PRESENT: Sheila M. Meegan, Supervisor  
Eugene P. Hart, Councilman  
William P. Hanley Jr., Councilman

ABSENT: None

The following resolution was offered by Supervisor Meegan, who moved its adoption, seconded by Councilman Hanley, to-wit:

**BOND RESOLUTION OF THE TOWN BOARD OF THE TOWN OF WEST SENECA, ERIE COUNTY, NEW YORK (THE "TOWN"), AUTHORIZING ADDITIONAL FINANCING FOR ROAD RECONSTRUCTION AND REPAVING IMPROVEMENTS (THE "PROJECT"); ESTIMATING THAT THE TOTAL COST THEREOF IS \$2,050,000; APPROPRIATING \$150,000 IN ADDITION TO THE \$1,900,000 PREVIOUSLY APPROPRIATED; AND AUTHORIZING THE ISSUANCE OF \$150,000 BONDS OF THE TOWN TO FINANCE SAID ADDITIONAL APPROPRIATION.**

WHEREAS, the Town Board of the Town now wishes to appropriate \$150,000 additional funds for increased estimated construction costs of the Project and to authorize the issuance of \$150,000 Town serial bonds to finance said additional appropriation.

NOW, THEREFORE, THE TOWN BOARD OF THE TOWN OF WEST SENECA, ERIE COUNTY, NEW YORK HEREBY RESOLVES (by the affirmative vote of not less than two-thirds of all the members of such body), AS FOLLOWS:

SECTION 1. The Town is hereby authorized to issue up to \$150,000 principal amount of serial bonds in addition to the \$1,100,000 previously appropriated pursuant to the Bond Resolution adopted June 15, 2015 and the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (the "Law") to finance the additional estimated cost of reconstruction and repaving of Town roads, including but not limited to Heather Hill and Pamela Court, and also including the construction or reconstruction of curbs, driveway approaches and any ancillary or related work required in connection therewith. It is hereby determined that the maximum estimated cost of the aforementioned specific objects or purposes is \$2,050,000; \$150,000 is hereby appropriated therefor in addition to the \$1,900,000 previously appropriated, and the plan of financing thereof shall include the issuance of up to \$150,000 in serial bonds of the Town in addition to the \$1,100,000 previously authorized and any bond anticipation notes issued in anticipation of the sale of such bonds to finance said



appropriation, the application of \$800,000 current funds to pay a part of the cost of the project, and the levy and collection of taxes on all the taxable real property in the Town to pay the principal of and interest on said bonds and notes.

SECTION 2. It is hereby determined that the period of probable usefulness for the aforementioned class of objects or purposes described in Section 1 is fifteen (15) years, pursuant to subdivision a. 20(c) of Section 11.00 of the Law.

SECTION 3. Current funds are not required to be provided prior to the issuance of the bonds authorized by this resolution or any bond anticipation notes issued in anticipation thereof, pursuant to Section 107.00 d.9. of the Law.

SECTION 4. The temporary use of available funds of the Town, not immediately required for the purpose or purposes for which the same were borrowed, raised or otherwise created, is hereby authorized pursuant to Section 165.10 of the Law, for the capital purposes described in this resolution. This resolution shall constitute a declaration of "official intent" to reimburse the expenditures as part of the projects described herein with the proceeds of the bonds and bond anticipation notes authorized herein, as required by United States Treasury Regulation Section 1.150-2.

SECTION 5. The final maturity of the bonds herein authorized to be issued shall be in excess of five (5) years measured from the date of issuance of the first serial bond or bond anticipation note issued.

SECTION 6. Each of the serial bonds authorized by this resolution and any bond anticipation notes issued in anticipation of said bonds shall contain the recital of validity prescribed by Section 52.00 of the Law and said serial bonds and any bond anticipation notes issued in anticipation of said bonds shall be general obligations of the Town, payable as to both principal and interest by a general tax upon all the real property within the Town without legal or constitutional limitation as to rate or amount. The faith and credit of the Town are hereby irrevocably pledged to the punctual payment of the principal and interest on said serial bonds and bond anticipation notes and provisions shall be made annually in the budget of the Town by appropriation for (a) the amortization and redemption of the bonds and bond anticipation notes to mature in such year and (b) the payment of interest to be due and payable in such year.

SECTION 7. Subject to the provisions of this resolution and of the Law, pursuant to the provisions of Section 30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals of said obligations, and of Sections 21.00, 50.00, 54.90, 56.00 through 60.00, 62.10 and 63.00 of the Law, the powers and duties of the Town Board relative to authorizing bond anticipation notes and prescribing the terms, form and contents as to the sale and issuance of bonds herein authorized, including without limitation the determination of whether to issue bonds having substantially level or declining debt service and all matters related thereto, and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said bond anticipation notes, are hereby delegated to the Town Supervisor, the chief fiscal officer of the Town (the "Town Supervisor"). Further, pursuant to subdivision b. of Section 11.00 of the Law, in the event that bonds to be issued for one or more of the objects or purposes

authorized by this resolution are combined for sale, pursuant to subdivision c. of Section 57.00 of the Law, with bonds to be issued for one or more objects or purposes authorized by other resolutions of the Town Board, then the power of the Town Board to determine the "weighted average period of probable usefulness" (within the meaning of subdivision a. of Section 11.00 of the Law) for such combined objects or purposes is hereby delegated to the Town Supervisor, as the chief fiscal officer of the Town.

SECTION 8. The Town Supervisor is hereby further authorized to take such actions and execute such documents as may be necessary to ensure the continued status of the interest on the bonds authorized by this resolution and any notes issued in anticipation thereof, as excludable from gross income for Federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and to designate the bonds authorized by this resolution and any notes issued in anticipation thereof, if applicable, as "qualified tax-exempt bonds" in accordance with Section 265(b)(3)(B)(i) of the Code.

SECTION 9. The Town Supervisor is further authorized to enter into continuing disclosure undertakings with or for the benefit of the initial purchaser of the bonds or notes in compliance with the provisions of Rule 15c2-12, promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934.

SECTION 10. The intent of this resolution is to give the Town Supervisor sufficient authority to execute those applications, agreements, instruments or to do any similar acts necessary to effect the issuance of the aforesaid serial bonds or bond anticipation notes without resorting to further action of this Town Board.

SECTION 11. Pursuant to subdivision b. of Section 35.00 of the Law, this resolution is subject to a permissive referendum in the manner prescribed by Article Seven of the Town Law of the State of New York (the "Town Law"). The Town Clerk is hereby authorized and directed, within ten (10) days after the date of adoption of this resolution, to post and publish a notice satisfying the requirements of Section 90 of the Town Law, which shall set forth the date of adoption of this resolution, shall contain an abstract hereof, and shall specify that this resolution was adopted subject to a permissive referendum. Such notice shall be published in the official newspaper of the Town for such purpose.

SECTION 12. This resolution shall take effect thirty (30) days after the date of its adoption or, if within such thirty (30) day period there is filed with the Town Clerk a petition subscribed and acknowledged by the number of qualified electors of the Town required by Section 91 of the Town Law and in the manner specified in such Section, until approved by the affirmative vote of a majority of such qualified electors voting on a proposition for its approval. As soon as reasonably possible after the date that this resolution takes effect, the Town Clerk is hereby authorized and directed to cause a copy of this resolution to be published in full in the official newspaper of the Town for such purpose, together with a notice of the Town Clerk in substantially the form provided in Section 81.00 of the Law.

SECTION 13. The validity of the bonds authorized by this resolution and of any bond anticipation notes issued in anticipation of said bonds may be contested only if:

(a) such obligations are authorized for an object or purpose for which the Town is not authorized to expend money; or

(b) the provisions of law which should be complied with at the date of the publication of such resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of such publication; or

(c) such obligations are authorized in violation of the provisions of the constitution.

The following vote was taken and recorded in the public or open session of said meeting:

AYES: All

NAYS: None

This resolution shall take effect immediately.

STATE OF NEW YORK     )  
COUNTY OF ERIE         ) S.S.:

I, the undersigned Clerk of the Town of West Seneca, DO HEREBY CERTIFY as follows:

1. I am the duly qualified and acting Clerk of the Town of West Seneca, Erie County, New York (the "Town") and the custodian of the records of the Town, including the minutes of the proceedings of the Town Board, and am duly authorized to execute this certificate.

2. A regular meeting of the Town Board of the Town of West Seneca, Erie County, State of New York, was held on July 27, 2015, and Minutes of said meeting have been duly recorded in the Minute Book kept by me in accordance with law for the purpose of recording the minutes of meetings of said Board.

3. Attached hereto is a true and correct copy of a bond resolution duly adopted at a meeting of the Town Board held on July 27, 2015 and entitled:

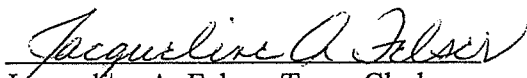
BOND RESOLUTION OF THE TOWN BOARD OF THE TOWN OF WEST SENECA, ERIE COUNTY, NEW YORK (THE "TOWN"), AUTHORIZING ADDITIONAL FINANCING FOR ROAD RECONSTRUCTION AND REPAVING IMPROVEMENTS (THE "PROJECT"); ESTIMATING THAT THE TOTAL COST THEREOF IS \$2,050,000; APPROPRIATING \$150,000 IN ADDITION TO THE \$1,900,000 PREVIOUSLY APPROPRIATED; AND AUTHORIZING THE ISSUANCE OF \$150,000 BONDS OF THE TOWN TO FINANCE SAID ADDITIONAL APPROPRIATION.

4. That said meeting was duly convened and held and that said resolution was duly adopted in all respects in accordance with the law and regulations of the Town. To the extent required by law or said regulations, due and proper notice of said meeting was given. A legal quorum of members of the Town Board was present throughout said meeting, and a legally sufficient number of members (2/3 of the Town Board) voted in the proper manner for the adoption of the resolution. All other requirements and proceedings under the law, said regulations, or otherwise, incident to said meeting and the adoption of the resolution, including the publication, if required by law, have been duly fulfilled, carried out and otherwise observed.

5. Public Notice of the time and place of said Meeting was duly posted and duly given to the public and the news media in accordance with the Open Meetings Law, constituting Chapter 511 of the Laws of 1976 of the State of New York, and that all members of said Board had due notice of said Meeting and that the Meeting was in all respects duly held and a quorum was present and acted throughout.

IN WITNESS WHEREOF, I have hereunto set my hand and have hereunto affixed the corporate seal of the Town of West Seneca this 27<sup>th</sup> day of July, 2015.

[SEAL]

  
Jacqueline A. Felser, Town Clerk

## AGREEMENT

THIS AGREEMENT made this      day of July      , 2015 by and between the Town of West Seneca New York (the "Town") and the Erie County Society for the Prevention of Cruelty to Animals, a not-for-profit corporation having an office located at 205 Ensminger Road, Tonawanda, New York 14150 (the "SPCA").

### WITNESSETH

WHEREAS, the Town and the SPCA desire to enter into a contract after statutory holding period as per New York State Agricultural and Markets Law, the seized dog may be offered for adoption according to New York State Agricultural and Markets Law, Article 7 and Article 26. During this Agreement, the SPCA will only be accepting stray dogs that can be considered as safe adoption candidates after they have been held the legal holding period as determined by NYS Agriculture and Markets laws. Your Town will be responsible for identifying dogs who are behaviorally unsound, suffering irredeemably, or dangerous with people or other animals, and should proceed with humane euthanasia at the veterinary facility of your choice.

Now, therefore, the parties hereto mutually covenant and agree as follows:

1. The term of this agreement shall be one year ending December 31 2015 and shall be automatically and continuously renewed for a succeeding year until the Town or the SPCA provides written notice to the other, at least thirty (30) days prior to the commencement of the succeeding year, of its desire to terminate this Agreement.
2. The euthanasia shall be committed by registered Licensed Animal Health Technicians employed by the SPCA.
3. An injection of sodium pentobarbital shall be used to humanely euthanize all dogs.
4. The Town agrees to pay the SPCA the following fees for services rendered pursuant to this Agreement:
  - a) An adoption fee of ten dollars (\$10.00) per dog.
  - b) A euthanasia fee of fifteen (\$15.00) per dog.
  - c) A crematory and disposal fee of fifteen (\$20.00) per dog.
  - d) If the services of the SPCA are required, there will be a \$20.00 per hour charge.
5. The Town and the SPCA each agree to cooperate and assist the other in fulfilling the terms of this Agreement.
6. The parties hereto represent and warrant to each other that they each have the full right, power and authority to enter into this Agreement.
7. This Agreement may only be modified or amended through the written consent of both parties hereto.
8. The SPCA agrees that it shall, to the fullest extent permitted by law, hold harmless and indemnify the Town      and any other facility owner, and their respective agents, officers and employees, from and against all claims, suits, damages, defense and other legal costs and expenses of any kind, arising

out of, resulting from, caused by, or in any way related to the negligence of the SPCA.

In witness whereof, the parties hereto have caused their hands and seals to be hereunto affixed the day and year first above written.

TOWN OF WEST SENECA ("Town")

By: \_\_\_\_\_

Its: \_\_\_\_\_

ERIE COUNTY SOCIETY FOR THE  
PREVENTION OF CRUELTY TO  
ANIMALS ("SPCA")

By: \_\_\_\_\_

Executive Director

## John Fenz

---

**From:** Jay Smith [Jay.Smith@rmetro.com]  
**Sent:** Monday, June 29, 2015 10:13 PM  
**To:** John Fenz  
**Subject:** Extension  
**Attachments:** TO West Seneca Contract 2012.pdf; TO Cheektowaga Contract 2013 Extension.pdf; TO Evans contract 2015 extension.pdf; TO Cheektowaga Contract 2011 Extension.pdf

Mr. Fenz,

Rural/Metro Medical services desires to extend our agreement for the term of August 1, 2014 through July 31, 2015 according to section 14 of our agreement Term of Agreement and Renewal Provisions.

Please also accept this request as our desire to also extend the agreement from August 1, 2015 through July 31, 2016 as stipulated. We are honored to serve the Town and your residents.

I have attached our current agreement, the extension agreement between Rural/Metro and the Town of Cheektowaga for use as an example of a similar arrangement and the resolution from the Town of Evans for a similar arrangement we have with them.

Thank you,

Jay Smith  
Regional Director  
Rural/Metro Medical Services  
481 William L. Gaiter Pkwy.  
Buffalo, NY 14215  
(716) 818-0678  
[Jay.smith@rmetro.com](mailto:Jay.smith@rmetro.com)



\*\*\*This communication may contain confidential and/or proprietary information and may not be disclosed to anyone other than the intended addressee. Any other disclosure is strictly prohibited by law. If you are not the intended addressee, you have received this communication in error. Please notify the sender immediately and destroy the communication including all content and any attachments. Thank you.\*\*\*

**EMERGENCY AND NON-EMERGENCY  
AMBULANCE TRANSPORTATION SERVICES  
AGREEMENT**

This Agreement for Emergency and Non-Emergency Ambulance Transportation Services (the "Agreement") is made and entered into by and between LaSalle Ambulance, Inc. and Towns Ambulance Service, Inc. both New York corporations, a/k/a Rural/Metro Medical Services ("Rural/Metro") and the Town of West Seneca ("Town of West Seneca"), a New York municipality, effective August 1, 2012 (the "Effective Date").

**RECITALS:**

- A. Rural/Metro is a provider of certain emergency and non-emergency ambulance transportation and related services.
- B. The Town of West Seneca desires to contract with Rural/Metro to provide emergency and non-emergency ambulance transportation and related services to its citizens.
- C. Rural/Metro desires to provide the Town of West Seneca with such services and has the necessary equipment, training, expertise, professional certifications and licenses to do so.

NOW THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. Provision of Services. Rural/Metro agrees to provide Customer on an exclusive basis with ambulance transportation services in accordance with the description and definitions the parties have mutually agreed upon and detailed in Exhibit A and in accordance with the terms and conditions set forth in this Agreement.
- 2. Certifications and Licenses. Each party shall maintain all certifications and licenses as required by all Applicable Law to perform its obligations hereunder.
- 3. Qualifications to Participate in Federal and State Healthcare Programs. Both parties represent and warrant that (a) neither it nor any employee, agent, or independent contractor provided under this Agreement is excluded from participation under any Federal Health Care Program for the provision of items or services for which payment may be made under a Federal Health Care Program; (b) neither it nor any employee, agent or independent contractor provided under this Agreement has been convicted of a felony relating to health care fraud as defined under 42 U.S.C. §1320a-7(a)(3); and (c) no final adverse action, as such term is defined under 42 U.S.C. §1320(a)-7(e) has occurred or is pending or threatened against either party or to its knowledge against any employee, agent or independent contractor engaged to provide items or services under this Agreement (collectively "Exclusions/Adverse Actions"). During the term of this Agreement, each party agrees to notify the other party in writing of any Exclusions/Adverse Actions within ten (10) days of learning of any such Exclusions/Adverse Actions and provide the basis of the Exclusions/Adverse Actions. Each party acknowledges that the exclusion of any employee, agent or independent contractor from participation in the Federal Health Care Programs shall result in his or her immediate removal from the performance of duties and



responsibilities for the other party under the terms of this Agreement. Each party acknowledges and agrees that any Exclusions/Adverse Actions of or against it or any employee, agent or independent contractor utilized, directly or indirectly, in the performance of this Agreement may serve as the basis of an immediate termination of this Agreement by the other party. For purposes of this Agreement, a "Federal Health Care Program" shall mean any plan or program providing health care benefits, whether directly through insurance or otherwise, that is funded directly, in whole or part, by the United States Government (other than the Federal Employees Health Benefits Program), or any State health care program and shall include, by way of example, the Medicare and Medicaid programs.

4. Insurance. Rural/Metro shall maintain at all applicable times, at its own expense, the insurance coverage set forth in Exhibit C.
5. Ownership of Records and Confidential Information. In addition to protected health information, as defined in 45 CFR § 164.504, or individually identifiable health information, as defined in 42 U.S.C. § 1320d ("Protected Health Information"), during the course of performing this Agreement, each party may from time to time receive confidential information about the other including but not limited to information about the party's customers, patients, practices, procedures, strategies, organization, financial and other related information. Neither party shall use or disclose any such confidential information for any purpose other than the limited purpose of performing its obligations under this Agreement, without the prior express written permission of the supplying party. All documents and records prepared, maintained, handled or otherwise related to Rural/Metro's performance of services hereunder are and shall be the property of Rural/Metro. Rural/Metro's copyrighted materials and procedures shall be and remain the sole property of Rural/Metro. If a party is served with a subpoena or other legal process concerning confidential information of the other party, that party shall immediately (not more than 48 hours after the receipt) notify the supplying party and shall cooperate with it in any lawful effort to contest the legal validity of such process the supplying party may wish to pursue.
6. Availability of Information. During the term of this Agreement and pursuant to any record retention law or regulation the parties are subject to, each party shall make available upon written request of the other, to the Secretary of the Department of Health and Human Services, or to the Comptroller General of the United States, or of any duly authorized representatives of any government agency, this Agreement and the books, documents and records of the party that are necessary to certify the nature and extent of the costs of this Agreement and/or compliance with the law.
7. Warranties and Representations.
  - a) Rural/Metro warrants and represents (i) that it shall perform its services in accordance with industry standards; (ii) that to the best of its knowledge all goods and services reflected in its billing have been furnished to such patient; and (iii) it shall perform all its obligations and maintain all records and patient information used for the performance of services under this Agreement in compliance with all applicable law including but not limited to the Fair Debt Collection Practices Act, 15 U.S.C. §§ 1601 *et seq.*, as amended, any applicable state Consumer Protection laws, as amended, the Bankruptcy Code, 11 U.S.C. §§ 101 *et seq.*, as amended, and the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. §§ 1320d through d-8, as amended ("HIPAA")

and the Health Information Technology for Economic and Clinical Health Act of 2009, 45 CFR Parts 142, 160, 162 and 164 (the "HITECH Act").

- b) Each party represents and warrants to the other that (i) it has the right to enter into this Agreement, to grant the rights granted in this Agreement and to perform fully all of the services and obligations contemplated by this Agreement; (ii) all necessary laws, consents, resolutions, and corporate/political actions have duly authorized the execution and performance of this Agreement, and this Agreement constitutes a valid and enforceable obligation of each of the parties; (iii) the person entering into this Agreement is authorized to sign this Agreement on behalf of the party; and (iv) the parties have reviewed this Agreement with their respective legal counsel to the party's satisfaction or voluntarily waived their right to do so. The parties acknowledge that HIPAA and the HITECH Act, and the regulations promulgated thereunder apply to the activities described in this Agreement, and that both parties are "covered entities" as that term is used in HIPAA and the HITECH Act. In that regard, the parties acknowledge and warrant to each other that their respective activities undertaken pursuant to this Agreement shall conform to HIPAA and the HITECH Act no later than the effective date of each such requirement.
- c) Facility warrants and represents that (i) all information supplied to and all representations made to Rural/Metro shall be true, accurate and complete and in the event such information or representation(s) made herein become inaccurate or incomplete, Facility will promptly notify Rural/Metro in writing of such occurrence; (ii) it shall perform all its obligations and maintain all records and patient information used for the performance of services under this Agreement in compliance with all applicable law including but not limited to the Fair Debt Collection Practices Act, 15 U.S.C. §§ 1601 *et seq.*, as amended, any applicable state Consumer Protection laws, as amended, the Bankruptcy Code, 11 U.S.C. §§ 101 *et seq.*, as amended, and HIPAA and the HITECH Act. Facility acknowledges that it has received copies of Rural/Metro's Code of Ethics and Business Conduct and Rural/Metro's Anti-Kickback Policy.

8. Response Time Requirements. The standard response time requirements are:

- a) HOT Response: Rural/Metro shall produce an ambulance response time of 10 minutes, zero seconds or less for at least 90% of all successfully completed incoming emergency request phone calls from police/fire dispatch or the public as determined by the dispatcher in strict accordance with approved telephone protocols, except in the those circumstances when extreme weather or other unanticipated factors, including but not limited to road closures due to accidents or road construction, prevent a timely response. Penalties for violation shall be determined in accordance with Exhibit A, Section 10.

9. Data Collection and Reporting Required. Rural/Metro's data collection and reporting systems shall meet mutually agreed upon reasonable standards, which reports shall be furnished to Customer at least quarterly or upon written request. Rural/Metro agrees to meet with representative of Customer on a regular basis, at mutually acceptable times, to review policies, procedures, and quality issues.

10. Third Party or Patient Payment. Rural/Metro shall bill Medicare, Medicaid, third party payers, or the patient, including any co-payments or deductibles, at its full general public rates and charges for Services.
11. Rate Adjustments. Rural/Metro may adjust Rural/Metro's rates and charges for Services from time to time.
12. Fair Market Value. This Agreement has been negotiated at arms length and in good faith by the parties. Nothing contained in this Agreement, including any compensation paid or payable, is intended or shall be construed: (i) to require, influence or otherwise induce or solicit either party regarding referrals of business or patients, or the recommending the ordering of any items or services of any kind whatsoever to the other party or any of its affiliates, or to any other person, or otherwise generate business between the parties to be reimbursed in whole or in part by any Federal Health Care Program, or (ii) to interfere with a patient's right to choose his or her own health care provider.
13. Indemnification. To the extent permitted by law, each party, its officers, directors, and employees ("Indemnitor") shall indemnify and hold harmless the other, its officers, directors, and employees, ("Indemnitee") for, from and against all costs, claims, losses, liabilities, penalties, fines, citations, expenses, forfeitures or other damages, including but not limited to settlements, defense costs, judgments, court costs, expert(s) fees and reasonable fees of attorneys, incident to, and which it may incur, become responsible for, or pay out as a result of death or bodily injury to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of Applicable Law, to the extent that such damage was caused by, in whole or in part, incident to or arose out of this Agreement and the Indemnitor's: (i) breach of this Agreement; or (ii) negligent or willful act(s) or omission(s); or (iii) violation of Applicable Law; or (iv) any employment, workers' compensation or other related claim by Indemnitor's employees, agents or subcontractors. Nothing in this section shall limit any right to contribution or other allocation of fault between the parties as determined by a court of competent jurisdiction and as permitted by all Applicable Law.
14. Term of Agreement and Renewal Provisions. This Agreement shall commence on the Effective Date of this Agreement and continue for a period of two (2) years. This agreement shall also provide for two (2) - one (1) year renewals of this agreement upon written consent by both parties. These renewals must be mutual agreed upon by both the Ambulance Service and the Town of West Seneca to take effect. Either Party may terminate this Agreement at anytime upon thirty (30) days' notice.
15. Termination for Default. Customer may terminate this Agreement upon a default of Rural/Metro. A "default" is one that is of urgent public necessity, i.e.: (i) Rural/Metro materially breaches the Agreement resulting in a complete system failure, and/or an actual, continuing material adverse impact and endangerment to the health and welfare, safety and quality of care to the citizens of Customer, and (ii) Customer has been provided sixty (60) days written notice of such default to Rural/Metro and Rural/Metro does not cure such default in a reasonable period of time or raise any reasonable contractual, legal or equitable defenses to such default.



16. Regulatory Changes. Rural/Metro reserves the right to modify this Agreement, upon thirty (30) days notice to Customer in the event any Applicable Law, government policy or program change is passed or adopted effecting Rural/Metro's rates, provisions of services and/or obligations.
17. Compliance with Anti-Kickback Statute. Each party shall comply with the Federal Health Care Programs' Anti-Kickback Statute (42 U.S.C. § 1320a-7b) and any applicable regulations promulgated thereunder. The parties further recognize that this Agreement shall be subject to the amendments of the Anti-Kickback Statute or any of its applicable regulations. In the event any applicable provisions of the Anti-Kickback Statute or its regulations invalidate, or are otherwise inconsistent with the terms of this Agreement, or would cause one or both of the parties to be in violation of the law, the parties shall exercise their best efforts to accommodate the terms and intent of this Agreement to the greatest extent possible consistent with the requirements of the Statute and its applicable regulations.
18. Compliance with Applicable Law. Both parties agree to be in full compliance with all Applicable Law and shall immediately notify the non-breaching party in the event it has failed to comply with this Section. In such an event, the non-breaching party may immediately terminate this Agreement.
19. EXCLUSION OF CERTAIN DAMAGES. NOTWITHSTANDING ANY PROVISION IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY AND ITS AFFILIATES OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, MEMBERS, SHAREHOLDERS, EMPLOYEES, AGENTS OR SUBCONTRACTORS BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR LOST PROFITS, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES, REGARDLESS OF THE BASIS OF THE CLAIM, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
20. Independent Contractor. Rural/Metro is an independent contractor and nothing in this Agreement shall be construed as creating an employment relationship, agency, partnership, or joint venture between the parties. Each party shall control and direct the methods by which it performs its responsibilities hereunder. Except as provided herein, neither party is authorized to act on behalf of the other in any other matter whatsoever. In the event of medical necessity, Customer personnel may be requested to assist Rural/Metro in the continued medical care medically necessary for the care of the patient by accompanying the patient during Rural/Metro transportation. Under no circumstances shall Customer's employee be considered an employee of Rural/Metro.
21. Waivers. The failure by either party to insist on strict performance by the other party of any provision of this Agreement shall not be a waiver of any subsequent breach or default of any provision of this Agreement.
22. Governing Law. This Agreement shall be subject to and governed according to the laws of the State of New York, regardless of whether either party is or may become a resident of another state. The parties agree that the venue and jurisdiction shall be exclusively in the state and federal courts located in the County of Erie County in the State of New York.

23. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors, assigns or other legal representatives.
24. Assignment. Neither party may assign its rights or obligations under this Agreement to a third party without the prior written consent of the other party, which shall not be unreasonably withheld, and any attempted assignment without such consent shall be null and void. This Agreement shall be binding upon and for the sole benefit of the parties hereto and their respective successors and permitted assigns.
25. Severability. If any portion or portions of this Agreement shall be for any reason invalid or unenforceable, the remaining portion(s) shall be valid and enforceable and carried into effect unless to do so would clearly violate the present legal and valid intention of the parties hereto.
26. Headings. The headings used in this Agreement are for convenience only and do not limit the contents of this Agreement.
27. Variations of Pronouns. All pronouns and variations thereof will be deemed to refer to the masculine, feminine, or neuter, singular or plural, as the identity of a person, persons, or entity may require.
28. Survival. Any provisions of this Agreement creating obligations extending beyond the term of this Agreement shall survive the expiration or termination of this Agreement, regardless of the reason for such termination.
29. Authorization for Agreement. All necessary laws, resolutions, and corporate actions have duly authorized the execution and performance of this Agreement and this Agreement constitutes the valid and enforceable obligations of the parties in accordance with its terms.
30. Force Majeure. Either party shall be excused for failures and delays in performance of its respective obligations under this Agreement due to any cause beyond its control and without fault, including without limitation, any act of God, war, riot or insurrection, law or regulation, strike, flood, fire, terrorism, explosion or inability due to any of the aforementioned causes to obtain labor, materials, roadways or facilities. In addition to the above, Rural/Metro shall be excused for failures and delays in performance of its obligations under this Agreement due to adverse weather conditions, natural physical barriers, such as mountains, hills or washes, traffic conditions, natural disasters and/or other limitations of access to the person requiring Services. Such conditions may impede or effect or block Rural/Metro's efforts to provide Services and/or ability to utilize some or all of its Services' equipment. Nevertheless, each party shall use its best efforts to avoid or remove such causes and to continue performance whenever such causes are removed, and shall notify the other party of the problem.
31. Notices. Any notice required or permitted to be given pursuant to any provisions of this Agreement shall be given in writing, and deposited with the United States Postal Service, postage pre-paid, registered or certified mail, return receipt requested, or by a nationally recognized overnight courier service, addressed as follows:

To Rural/Metro:

Rural/Metro Corporation  
9221 E. Via de Ventura  
Scottsdale, Arizona 85258  
Attn: General Counsel

To Customer:

Town of West Seneca  
1250 Union Road  
West Seneca, New York 14224  
Attn: Supervisor

With a copy to:

Rural/Metro Medical Services  
481 William L. Gaiter Pkwy.  
Buffalo, New York 14221  
Attn: Division General Manager

Either party may change the notification addresses listed above with proper written notice.

32. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes any previous agreements or understandings, whether oral or written.
33. Amendments. Any amendments to this Agreement shall be effective only if in writing and signed by authorized representatives of both parties.
34. Execution by Facsimile; Delivery of Original Signed Agreement. This Agreement may be executed by facsimile, and shall be deemed effectively executed upon the receipt by both parties of the last page of this Agreement duly executed by the other party. Each party to this Agreement agrees to deliver two original, inked and signed Agreements within two days of faxing the executed last page hereof.
35. Legal Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement, or on account of any breach or default hereof, or to enforce the Dispute Resolution section, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees, costs, and expenses.
36. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.
37. No Third Party Beneficiary. Neither party intends in any manner whatsoever to create an interest or beneficiary in a third party.
38. Exhibits. All Exhibits referenced herein are incorporated into this Agreement in their entirety. Agreement when used throughout this Agreement shall include all referenced Exhibits.
39. Publicity Provision. Neither party shall use any trademarks, service marks, visual product representations, trade names, logos or other commercial or product designations of the other party, or disclose such without said party's express prior written consent. In particular, neither

party shall identify or make reference to the other party in any advertising or other promotional modality regardless of its form without explicit prior written consent from said party.

40. IP Provision. Nothing in this Agreement is intended to grant a license or any rights of any nature whatsoever to Rural/Metro's intellectual property which may include but is not limited to its any of its patents, mask work rights, trademarks, trade names, service marks, logos, copyrights, derivatives, software or any other intellectual property rights of Rural/Metro.

41. Dispute Resolution. In the event of a dispute, the parties will consider the use of mediation and/or arbitration to resolve the dispute instead of litigation except for actions involving equity or injunctive relief.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized representatives on the day and year first above written.

LaSalle Ambulance, Inc.

By: 

Name: Michael P. DiMino

Title: President

Town of West Seneca

By: 

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Towns Ambulance Service, Inc.

By: 

Name: Michael P. DiMino

Title: President

Reviewed by Legal Dept.





## EXHIBIT A

### Description of Services includes but is not limited to:

1. Rural/Metro provides emergency and non-emergency medical transportation services.
2. **Provision of Services**  
Rural/Metro shall manage all day-to-day operations, including field operations, billing, collections, purchasing and other operational functions. Rural/Metro shall negotiate all mutual aid agreements, maintain all facilities and equipment, hire/terminate and provide or arrange for in-service training of all field personnel.
3. Rural/Metro shall provide EMD Service for the Town of West Seneca and shall maintain the ability to receive such calls through the E911 system. Rural/Metro shall maintain Nationally Certified dispatchers to handle such calls. Certification will be through the National Academy of Emergency Dispatch (NAED).
4. Rural/Metro shall give preference to their employees who live within the Town of West Seneca to staff an Advanced Life Support Unit "ALSU" based within the Municipality to help decrease response times.
5. If Rural/Metro has the opportunity to interview the caller and through the EMD it is determined that a Basic Life Support ("BLS") Cold response is appropriate, an ambulance may be sent to the call at a BLS Level.
6. **Response Modes**
  - a. HOT Response (LIGHTS AND SIREN) shall conform to National EMD Standards:  
An ALSU shall respond to a scene which is perceived to be a true emergency situation. True emergencies are defined by National EMD Standards: for a response to any situation in which there is a high probability of death or life threatening illness or injury. The risk of emergency operations must be demonstrably able to make a difference in patient outcome.
  - b. COLD Response (No lights and Siren) shall conform to National EMD Standards:  
The nature of the emergency as determined by the Public Safety Dispatcher or a qualified member of the Volunteer Fire Department on site shall determine an ALSU response. If determined by the Public Safety Dispatcher or a member of the Fire department or Police Department, the incident may be upgraded at any time to a HOT Response.
  - c. Rural/Metro No Fire Company Required:  
When the Town of West Seneca Public Dispatch Office receives a call for emergency medical services, where the fire company emergency medical services are not required or where the caller specifically declines the fire company emergency medical services, the Town of West Seneca Public Dispatch Office will transmit the call directly to Rural/Metro and document the response times. Response times shall be in accordance with Section 8a. However, should the public safety dispatcher determine that the call for emergency medical service is of a serious or life threatening nature, the public safety dispatcher will dispatch the fire company and Rural/Metro.



**7. Records/Reports**

Rural/Metro shall provide to the Town of West Seneca a monthly response report tallied by Ambulance only Incidents, individual Fire Department incidents, and total Fire Department incidents to include total requests, total cancelled at scene, total transports and average response time. The report shall also include the following data: Date, Run Number, Ambulance Number, Call Location, and Total response time. Such monthly response reports shall be delivered to the Town of West Seneca on or before the tenth day of the following month.

**8. Fire Scene Standby**

An ALSU shall be on standby at the scene of all working fires, hazardous materials situations and major police incidents. The ALSU shall respond to the scene as a COLD Response, unless notified of a trapped or fallen citizen, firefighter, police officer or other first responder. Upon notification of a trapped or fallen situation, the ALSU shall then respond to the scene as a HOT response. An ALSU shall provide service and transportation to any injured firefighter, police officer or other first responder. Notification of such incidents will be relayed to Rural/Metro by the Town of West Seneca Public Safety Dispatch Office. The ALSU shall standby at the scene until released by the officer in charge. At the point that the driver of the ALSU standing by is informed that he/she will be transporting a patient from the scene to a hospital, Rural/Metro shall dispatch a replacement to the scene to standby as described.

**9. Equipment**

All fire district's disposable equipment utilized by Rural/Metro and when Rural/Metro transports shall be replaced at the scene, but in no event later than forty-eight (48) hours from the date of its use.

**10. Penalties**

Penalties for violation of the terms and conditions of this Agreement, including any Exhibits thereto shall be determined by a Board of members, three (3) as selected by the West Seneca Town Board, two (2) as selected by Rural/Metro, and two (2) as selected by the West Seneca Town Chiefs and Commissioners. No member of the Board shall be a sitting Town Board Member. No more than one (1) member selected by Rural/Metro shall be considered management of Rural/Metro. Penalties for violation of this Agreement shall be reasonable to all parties involved, and based on full consideration of all factors involved.

Nothing in this provision limits or otherwise restricts the rights of either party to cancel this Agreement, as stated herein.

**11. Incident Command/Unified Command System**

At the scene of all emergency incidents, motor vehicle accidents, fires or any other emergency response requiring medical assistance by Rural/Metro, all requests for additional ALSU units, personnel or other such equipment must be requested through the command structure of the Volunteer Fire District(s) or Police Department on scene. The commander or his/her designee shall request additional ALSU units, personnel or equipment through the Town of West Seneca Public Safety Dispatch Office.

**12. Specialized Responses/Disaster Plan**

Rural/Metro shall provide a copy of its disaster plan/mutual aid plan to the Senior Public Safety Dispatcher for the Town of West Seneca and the Chairman of the Board of the Fire Chiefs and

Fire Commissioners, detailing procedures to be utilized by Rural/Metro for Multiple Casualty Incidents (MCI), Hazardous Materials Response and Transportation, Weapons of Mass Destruction and other specialized types of responses. The plan shall be updated on an annual basis and shall be effective and delivered to the Town of West Seneca and the various fire companies in the Town no later than the 1<sup>st</sup> day of January of each year. The plan shall be distributed as follows: four (4) copies to the Town Attorney, one (1) copy to the Chief of Police, one (1) copy to the Town Disaster Coordinator and one (1) copy to each fire district in the Town of West Seneca.

### **13. Responsibility at Emergency Scene**

The officer in charge of the scene servicing the Town of West Seneca shall have charge of the protection of life and coordination of personnel at the scene of an emergency, subject, however, to the provisions of this section. The Fire District shall have charge of rendering emergency care until transferred to the Rural/Metro, who then, in accordance with its reasonable discretion, shall have charge of rendering of emergency life support services as defined herein to any and all sick or injured persons at the scene of an emergency. Volunteer firefighters may be utilized for assistance at the scene in accordance with their training and capabilities. This assistance may continue inside the ambulance while en-route to the hospital. In the event, however, that action or inaction is deemed to be required for the preservation of life or personal safety due to physical circumstances that may exist at such emergency scene, the ranking officer shall have the authority to direct or control Rural/Metro personnel in the rendering of such services. In all other situations where life or personal safety have not become endangered, the authority of the ranking officer shall be limited to the directing of Rural/Metro personnel to station themselves or their equipment at such scene so that such personnel or equipment do not jeopardize the overall fire extinguishment and rescue efforts at the emergency scene.

#### **14. Exclusive Contract**

- a. The Town of West Seneca hereby agrees that it shall transmit all calls for emergency advanced life support services to Rural/Metro, except when another service is specifically requested by a patient or a patient's representative on the scene. The Town of West Seneca may initiate a request for service to any other advanced life support service company in the event Rural/Metro is unable to provide service for whatever reason.
- b. It is the responsibility of Rural/Metro to provide for mutual aid response and transport assistance with other certified basic life support and advanced life support companies in the event there is a need for multiple units that Rural/Metro is not able to provide to the Town of West Seneca. This mutual aid plan must be included in the Rural/Metro Disaster Plan and must be established within one (1) month from the Effective Date of this Agreement and shall be maintained for the term of the Agreement. The mutual aid plan must be communicated in writing and be delivered on or before January 1<sup>st</sup> of each year to the Town of West Seneca. The mutual aid plan must detail the following:
  1. Number and type of basic and advanced life support units available within a thirty (30) minute period of time for Mass Casualty (MCI) emergency incidents. The minimum number of available units must be at least twelve (12) ALSUs and six (6) BLS units.
  2. Name, address and telephone number of the operator of the BLS units and ALSUs.
  3. Approximate time for BLS and ALSUs to be available for transportation in the Town of West Seneca.

#### **15. Notice of Complaints**

The Town of West Seneca, the Fire Districts in the Town of West Seneca and the Rural/Metro hereby agree to notify each other, in writing, within ten (10) days of receiving any complaints relative to the emergency service provided by the Rural/Metro, or any charge for such service made by the Rural/Metro covered by this Agreement. Rural/Metro shall cooperate with the Town of West Seneca, with the Better Business Bureau of Buffalo, New York, regional and/or state emergency medical services councils, and with any other investigative organization in the investigation of the validity of any and all such complaints.

#### **16. Notices of Claim**

Rural/Metro shall notify the Town of West Seneca and the Fire Districts in the Town of West Seneca in writing, within ten (10) days of receiving written notice of any action or proceeding in law that has been or will be made against Rural/Metro where it reasonably appears that a recovery in such action or proceeding may exceed Rural/Metro's insurance policy limits. Rural/Metro further shall report to the Town of West Seneca and the Fire Districts in the Town of West Seneca, in writing, of the progress of such action or proceeding in law, until such time that such action or proceeding has been terminated.

#### **17. Training**

The Town of West Seneca, the Fire Districts in the Town of West Seneca and Rural/Metro shall cooperate to train volunteer fire personnel in various emergency medical techniques, and to train all involved employees of both parties to cooperate with transmitting and receiving of emergency calls. Such training shall be done at least once every other year.

#### **18. Rates for Services**

- a. No charges shall be made or levied upon the Town of West Seneca for the performance of any services as described in this Agreement, except as herein provided.



- b. The rates that Rural/Metro may charge during the term of this Agreement for all services rendered under this agreement to any patient are set forth by the County Medicaid, Federal Medicare and Health Maintenance Organization (HMO) established rates. Rural/Metro shall make a diligent effort to collect all of the charges made or levied upon all of its patients. The use of additional employees, attorneys or of a collection agency, whichever Rural/Metro elects to use, shall be made if collection efforts are not adequate. Nothing in this Agreement shall prevent Rural/Metro from attempting to collect all of the charges made or levied upon any patient, except as herein otherwise provided, even if such patient's insurance policy does not cover the total charge.
- c. In the event a patient transported by Rural/Metro is not covered by any applicable insurance program as outlined in Section 18.b above, the applied rates for service that may be charged to the patient will be the current Medicare allowable rates, at the time of transport, as prescribed by Medicare.

#### **19. General Termination Provisions**

##### **a. Termination with Notice**

Unless otherwise specified in this Agreement, no termination shall become effective until the defaulting party has received written notice of the default and has been given thirty (30) days in which to correct the default. A default shall mean a material breach of any provision of this Agreement according to the language of the Agreement. Upon failure of either party to amend or correct the default within thirty (30) days of written notice thereof, this Agreement shall terminate automatically.

##### **b. Immediate Termination**

1. **Recurring Default** - In the event that either party has received a notice of termination under subparagraph (a) of this Section due to a default in the performance of a substantial requirement of this Agreement and has, within the prescribed thirty (30) day period remedied or corrected such default and subsequently defaults with respect to the same substantial requirement of this Agreement on a second or successive occasion, this Agreement shall be terminable immediately upon delivery of written notice to the party in default of the intention of the party in conformance to terminate pursuant to this provision.
2. **Termination for Substantial Violation** - In the event that either party commits a willful default, which default also tends to threaten the health or safety of the residents of the Town of West Seneca, this Agreement shall terminate immediately upon service of a written notice upon the party in default of the intention of the party in compliance to terminate.
3. **No Penalty** - In the event that this Agreement is correctly terminated pursuant to the termination provisions of this Section or of any other Section providing for termination therein, the party in default shall make no claim whatsoever against the party in compliance for any damages resulting from such termination. The party in compliance shall, however, retain the right to recover all lost profits and any reasonable expenses in connection with such completion of the services contemplated herein.
4. **Wrongful Termination** - In the event that either party wrongfully terminates this Agreement as may be determined by a court of law or otherwise, the party allegedly in default shall retain the right to recover damages for such termination and to demand reinstatement and specific performance of the Agreement.

### **Other Definitions**

"Services" means the Description of Services set forth above which shall be covered for payment by Customer or a third party and subject to this Agreement.

"Applicable Law" shall include all federal, state and local laws, statutes, regulations, codes, ordinances, rules and/or Executive Orders, as amended, applicable to the services and/or obligations of the parties hereunder.

"Response Time" shall mean the total elapsed time between the moment Rural/Metro personnel have acquired call back number, patient location, and nature of problem information and a unit has been dispatched (i.e., "Time Call Received") to the moment the responding unit arrives upon the scene of the emergency incident (i.e., "Time Unit Arrived").

## EXHIBIT C

### Insurance

1. Insurance. Prior to the commencement of services performed hereunder and during the term of this Agreement, including any extension(s) thereof, Rural/Metro shall obtain and provide the following insurance:

a. Automobile Liability. Automobile Liability Insurance with a combined single limit for bodily injury and property damage of not less than \$2,000,000 for each occurrence with respect to Rural/Metro's owned, hired and non-owned vehicles utilized in the performance of its services. Uninsured motorist coverage, underinsured motorist coverage and personal injury protection or "no fault" insurance coverage shall not be required under this Agreement, except where required by specific state law and, then, only at the statutory minimum required.

*Note: Rural/Metro does not purchase underinsured/uninsured motorist coverage as allowed by law. Any requirement to provide such coverage, which is not otherwise required by law, is an uninsured liability to Rural/Metro and must be rejected.*

b. Commercial General Liability. Commercial General Liability Insurance covering bodily injury and property damage, with a limit of not less than \$1,000,000 for each occurrence and a \$5,000,000 aggregate limit.

c. Professional Liability. Rural/Metro shall maintain Professional Liability Insurance covering bodily injury, with a limit of not less than \$1,000,000 for each occurrence and a \$5,000,000 aggregate limit.

d. Worker's Compensation. Rural/Metro shall carry Workers' Compensation Insurance to cover obligations imposed by federal and state statutes; and Employer's Liability Insurance with a limit of not less than \$1,000,000.

2. Primary Insurance. Rural/Metro's insurance shall respond first as it relates to bodily injury or property damage caused by Rural/Metro in the performance of its services hereunder.

3. Certificates of Insurance. Upon request, Rural/Metro shall furnish to Customer Certificate(s) of Insurance issued by Rural/Metro's insurer as evidence that the coverage: (1) is placed with reasonably acceptable insurers; (2) is detailed on the Certificate(s) as specified in this Agreement; and (3) is in full force and effect on the commencement date of services. Upon request, or as required by this Agreement, Rural/Metro shall furnish to Customer updated Certificate(s) as policies are renewed.

*Note: Rural/Metro will not provide copies of insurance policies and/or endorsements as these documents are drafted specifically to Rural/Metro's business and contain confidential and proprietary business information which might not otherwise be available to the general public.*

4. Insurance Company Rating. Insurance policies required under this Agreement shall have been issued by an insurance company having a financial rating of B plus X or better according to the A.M. Best Rating Guide as of the commencement of this Agreement.

5. Notice of Cancellation. Rural/Metro shall endeavor to notify the Customer of cancellation of any required insurance coverage.

6. Supplemental Insurance. During the term of this Agreement, Customer, in its reasonable discretion, may require Rural/Metro to obtain additional coverage or increase the amount of any insurance Rural/Metro carries to the extent the coverage is reasonably and commercially available to Rural/Metro ("Supplemental Coverage"). In such event, Customer shall pay to Rural/Metro the extra cost of the Supplemental Coverage. Such appropriation and payment of funds shall be a condition precedent to Rural/Metro's duty to obtain such Supplemental Coverage. Customer shall allow reasonable time for Rural/Metro's broker to research the market availability of such required Supplemental Coverage.

7. Claims Made. In the event Rural/Metro elects to obtain insurance required under this Agreement on a "claims made" basis, then such coverage shall extend for three (3) years past the completion of the services rendered by Rural/Metro to Customer and Rural/Metro shall, upon request, provide Customer a Certificate of Insurance evidencing such extended coverage.

8. Market Fluctuations. The Customer acknowledges that, from time to time, insurance market fluctuations may increase the premiums Rural/Metro must pay in order to secure the coverage required under this Agreement. In the event that the premiums increase during the term of this Agreement, the Customer agrees to consider in good faith Rural/Metro's request for an equitable adjustment in Rural/Metro rates to cover the increased cost.

## Niagara Mohawk Power Corporation Requirements for an Electrical Inspection Agency

Pursuant to Rule 24.1 of Niagara Mohawk Power Corporation, d/b/a National Grid's (hereinafter called "the "Company") PSC-Tariff, P.S.C. -No. 220 - Electricity ("Tariff"); Rule 24.1, as amended ("Tariff") provides that no electric service shall be connection-connected shall be made to the Company's system until the a customer's wiring has been approved. The Tariff Rule 24.1 further provides that Niagara Mohawk Power Corporation, d/b/a National Grid the "Company will accept approval of a customer's wiring by by cCompany approved electrical inspection agencies that are also acceptable to the local authority exercising jurisdiction, if any.; Company approved electrical inspection agencies are hereinafter referred to as a "Competent Inspector".

### **Categories of Competent Inspector:**

The wiring approval mechanism is the inspection report of the Competent Inspector together with the Competent Inspector's notice provision of the inspection results to the Company. The inspection report for premises wiring adequacy shall certify compliance with: (1) the National Electrical Code; (2) the New York State Fire Prevention and Building Code; and (3) any applicable electrical codes of the municipality in which the inspected premises are located, ~~all as they same exist as on~~ the date of the Competent Inspector's inspection. ~~(These three requirements being~~ are collectively referred to as "Other Applicable Requirements"). The inspection report for the purposes of energization by the Company is to certify compliance with the Company's Specifications for Electrical Installations, including supplements as applicable and as amended from time to time.

~~Niagara Mohawk Power Corporation, d/b/a National Grid~~ The Company strongly encourages that each municipality or other governmental unit (e.g. state or county government or components thereof), as appropriate, ~~to establish or designate persons or agencies eligible to perform electrical inspections for facilities located within the boundaries of that municipalities' or other governmental unit's their respective jurisdictions.~~ The Company will accept inspections made by such duly authorized municipal code enforcement personnel or designated agencies as those of a Competent Inspector, provided that the criteria items 4 through 10 listed below are met/satisfied. Where an a Agency is under an obligation or by contract to a governmental unit, the Company requires certification of compliance with of the Company's electric service rules as a minimum to the service connection for the purposes of a power permit.

### **Competent Inspector Rrequirements:**

~~Niagara Mohawk Power Corporation, d/b/a National Grid~~ The Company requires that for private, non-municipal person(s), firms, agencies, or corporations ~~(collectively referred to as the "Agency")~~ to perform such inspections as a Competent Inspector, the Agency must meet certain standards before the Company will accept any inspection reports issued by that Agency. These standards are established to ensure that adequate and proper inspections are made ~~so as to~~ protect the health, safety, and welfare of the Company's customers. The Company requires the following conditions be met by any Agency making these inspections.

### **Criteria:**

The following criteria shall apply fFor the purposes of determining whether any such inspection agency an Agency is qualified as a Competent Inspector under the terms of the Company's tariff (Rule 24.1 Tariff), the following criteria shall apply, (collectively referred to as "Requirements for an Electrical Inspection Agency"):

- (-1) The Agency ~~is~~ authorized ~~to~~ conduct business within the boundaries of New York State.
- (-2) The Agency represents and warrants that it maintains and will maintain, at its own cost and expense, workers' compensation and comprehensive general liability insurance with a limit of ~~liability~~ of at least \$1,000,000 per occurrence, issued by insurance carriers licensed to do business in New York State with an A. M. Best rating of at least B+. Both the Agency, and any



## Niagara Mohawk Power Corporation Requirements for an Electrical Inspection Agency

of the Agency's commissioned inspectors, shall maintain such insurance policies in full force and effect while performing inspections and submitting inspection certificates.

**Criteria:** (continued)

- (-3) The Agency shall furnish the Company with proof of requisite insurance coverage (including any renewal or extensions thereof) and the qualifications of their inspectors, acceptance of which lies solely within the discretion of the Company.
- (-4) The Agency shall not solicit of any person or entity or require as a condition of inspection any waiver of responsibility of an error, omission, or recommendation made by its inspectors, or for any other action of its inspectors.
- (-5) The Agency shall require all wiring to meet standards of the latest revision of the National Electrical Code and Other Applicable Requirements. The term "all wiring" as used in these requirements intends:
  - The "service connection", as defined in the Company's specifications for electrical installations including supplements, as applicable, must meet those requirements inclusive of the latest National Electrical Code.
  - The remainder of the "premise wiring" as defined in National Electrical Code must meet applicable requirements of federal, state, or local jurisdiction.
- (-6) The Agency shall not, after appropriate inquiry, ~~not~~ knowingly accept an application for an inspection report for a wiring installation at any given location from any applicant who has received violations from another a Agency for that same location and installation within ninety (90) days prior to the pending application for an inspection report.
- (-7) Inspections and reports shall be made only by qualified electrical inspectors. The Agency shall ensure that the inspectors they employ have adequate experience, education, and training. The Company requires that, for each of its electrical inspectors, the Agency demonstrate the following in any and all areas of residential, commercial, or industrial expertise:
  - (a) a working knowledge of the principles of electricity necessary to interpret the National Electrical Code and Other Applicable Requirements; ~~and~~
  - (b) knowledge of the requirements of the National Electrical Code and Other Applicable Requirements (e.g. nationally recognized certification of competence and professionalism in construction code enforcement); and
  - (c) familiarity with construction practices of the electrical wiring trade.
- (-8) The Agency, and its electrical inspectors shall comply with all federal, state and local laws, ordinances, rules, and regulations, including, where applicable, municipal boundary restrictions.
- (-9) The Agency agrees to maintain adequate records so that it can provide the Company, its customers, and municipal officials with records of inspection ~~when requested~~ upon request. Such records will be maintained for a minimum of six (6) years from the date of the inspection report.
- (10) The Agency shall establish a system to receive applications and issue inspection reports in accordance with the following:

## Niagara Mohawk Power Corporation Requirements for an Electrical Inspection Agency

### Criteria: (continued)

- (10) (a) The Agency shall provide an application for inspection form, which shall include copies for any applicable Municipal Building Department (Code Enforcement Office) and the applicant/customer.

### Criteria: (continued)

- (10) (b) The Agency shall either issue a certificate or ~~preferably~~ notification through telephone Voice Response Unit (VRU) to the Company giving notice that an inspection of the electrical service entrance has been made and ~~it is confirming that it is safe to energize the service.~~<sup>1</sup> This notification shall be issued within three (3) business days of the completion date of inspection service to ~~ensure~~ that customers are not subjected to undue delay in ~~receiving~~ obtaining electric service.
- (c) Upon Agency approval in the field, a sticker designating Agency approval shall be placed on the exterior of the meter socket trough.
- (d) The Agency shall establish a procedure for prompt notification of any non-compliance of the wiring system. This notice shall be served on any applicable Municipal Building Department (Code Enforcement Office) and the applicant/customer.
- (e) Upon correction of any items of non-compliance specified by the Agency notification and a ~~subsequent~~ resulting finding of compliance, the Agency shall issue notification of final compliance and ~~shall provide~~ copies of the certificate to any applicable Municipal Building Department (Code Enforcement Office) and the applicant/customer.
- (f) Any non-compliance of the service connection shall require notification to the Company through the VRU. Where the VRU system is not ~~applicable~~ available in certain service configurations, other forms of notification to the Company will be accepted such as by telephone, U.S. mail, or facsimile to the Company's local regional office. The Agency shall place a violation sticker, designating Agency rejection, ~~on~~ the exterior of the meter socket trough. ~~-Approval notification must be submitted by the same Agency submitting the rejection.~~
- (11) When requested by the Company, ~~a customer,~~ or ~~a municipality,~~ the Agency will perform reinspection of an existing dwelling and submit a formal report to the Company, municipality, or customer in the form of a letter form.
- (12) All charges for inspections, reinspection, etc., as provided above shall be at the applicant's cost.

### **Acceptance Status:**

~~An Agency(s) seeking Competent Inspector status so as to provide electrical inspection services for customer wiring that is to be connected to the Company's system shall submit documentation certifying the aforementioned requirements to the Company. The Company will directly submit, in writing, its Acceptance-acceptance or denial of the certification documentation in writing from the Company will be based on the Company's administration of these criteria and will be promptly provided to the applying electrical inspection agency to the Agency. The Company reserves the right to review the ongoing status of the Agency and/or its inspectors in accordance with these requirements.~~

### **Non-compliance:**

<sup>1</sup> The Company's preferred method of notices is notification through telephone Voice Response Unit (VRU).

## Niagara Mohawk Power Corporation Requirements for an Electrical Inspection Agency

Any Agency, or its inspectors, not meeting and maintaining these requirements, in whole or in any part, will be subject to denial or, if previously approved, disqualification and revocation of status as a Competent Inspector ~~(status "non-compliance")~~. The Company, upon ~~judiciary~~ notice after an initial written warning, reserves the right to render a bill for \$250 per service inspected as a result of Agency non-compliance with these requirements. ~~Also,~~ The Company also reserves the right to charge for services incurred as a result of ~~status~~ the Agency's non-compliance.

*[Application contained on subsequent pages]*

# nationalgrid

## APPLICATION FOR ELECTRICAL INSPECTION AGENCY

PRINT OR TYPE:

NAME TOWN OF WEST SENECA OF WEST SENECA FIRM/AGENCY WEST SENECA NAME:

MAILING ADDRESS: 1250 UNION RD

STREET ADDRESS (IF DIFFERENT): \_\_\_\_\_

CITY/TOWN/VILLAGE: WEST SENECA STATE: NY ZIP CODE: 14224

TELEPHONE NO.: 716-558-3242 FAX NO.: 716-677-4488

The Agency designated above hereby makes application to ~~qualify as a~~for Competent Inspector status in order to provide inspections of ~~service-customer-owned~~ electric service equipment to customers within the service territory of Niagara Mohawk Power Corporation, d/b/a National Grid for customer-owned electric service equipment in order to certify that such electrical equipment and its installation has been made in accordance with the requirements set forth by Niagara Mohawk Power Corporation, d/b/a National Grid, the National Electrical Code (NFPA #70 1999 and subsequent revisions), and all applicable New York State and local codes.

~~It is our~~The Agency understands and acknowledges understanding that compliance with the above mentioned requirements and codes is a prerequisite for receiving electrical service from Niagara Mohawk Power Corporation, d/b/a National Grid; and, on behalf of the ~~above mentioned~~ inspection agency, the undersigned hereby certifies that electrical service equipment inspections shall be made in accordance with the attached Niagara Mohawk Power Corporation, d/b/a National Grid Requirements for an Electrical Inspection Agency.

The Agency is approved to inspect in the following area(s) checked :

- ~~All~~ All areas below, or:
- Residential only
  - Commercial only
  - Industrial only

~~NIAGARA MOHAWK POWER CORPORATION:~~  
~~D/B/A NATIONAL GRID APPROVAL:~~ \_\_\_\_\_ ~~INSPECTION~~  
~~AGENCY CERTIFICATION:~~

DATE 7/27/15 DATE \_\_\_\_\_  
NAME JOHN A GULLO NAME \_\_\_\_\_  
(print or type) (print or type)

*Niagara Mohawk Power Corporation  
Requirements for an Electrical Inspection Agency*

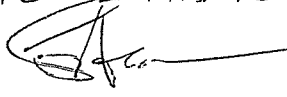
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SIGNATURE 

SIGNATURE \_\_\_\_\_

TITLE CHIEF CODE ENFORCEMENT  
OFFICER

TITLE \_\_\_\_\_

STEVE LOMISON  


ELECTRICAL INSPECTOR

PROCUREMENT AND PURCHASING POLICY  
Updated 7/20/15

**Background**

This policy has been developed to ensure that the Town of West Seneca, New York (the "Town") is in compliance with New York State Municipal Law concerning the procurement of goods and services as defined herein.

Pursuant to Section 104-b of the New York State General Municipal Law, each municipal governing body is to adopt a procurement policy for all goods and services which are not required by law to be publicly bid. This ensures that goods and services which are not required by law to be procured pursuant to competitive bidding must be procured in a manner so as to assure the prudent and economical use of public moneys, in the best interests of the taxpayers, to facilitate the acquisition of goods and services of maximum quality at the lowest possible cost under the circumstances, and to guard against favoritism, improvidence, extravagance, fraud and corruption.

In accordance with New York State General Municipal Law §103, all purchase contracts involving an expenditure of more than \$20,000<sup>1</sup> and all contracts for public works involving an expenditure of more than \$35,000<sup>2</sup> must be publicly bid.

This policy supersedes any policy previously issued and approved. This policy should be revisited annually at the Town's reorganization meeting.

**Guidelines**

**A. Determine Aggregates**

- (1) Every prospective purchase of goods or services shall be evaluated to determine the applicability of § 103 of the General Municipal Law. To determine whether the intended procurement is subject to competitive bidding, Town Officers, board members, department heads or other personnel must first determine if the expected town wide aggregate will exceed the aforementioned thresholds of \$20,000 for purchase contracts or \$35,000 for public works within 12 months of the planned purchase.

Under General Municipal Law §103, aggregates must be examined in two ways:

- a) By Commodity or Service – Every town officer, board, department head or other personnel must determine the reasonably expected aggregate amount of all purchases of the same commodities, services or technology that will be made within 12 months of the date of the planned purchase.
  - b) By Vendor – Every town officer, board, department head or other personnel must also determine the reasonably expected aggregate amount of all purchases of the same commodities, services or technology within 12 months of the date of the planner purchase will be made from the **same** vendor.
- (2) Every town officer, board, department head or other personnel with the requisite purchasing authority (purchaser) shall estimate the cumulative amount of the items of supply or equipment needed in a given fiscal year. That estimate shall include the canvass of other departments and past history to determine the likely yearly value of the commodity to be acquired. The information gathered and conclusions reached shall be documented and kept with the file or other documentation supporting the purchase activity.

1 Chapter 56 N.Y. Laws of 2010  
2 Chapter 494 N.Y. Laws of 2009

B. *Quotes and proposals*

**Estimated Amount of Purchase Contract**

\$20,000 and above (required)

**Method**

Formally bid pursuant to §103 of the General Municipal Law

\$10,000 - \$19,999.99

Require a written request for proposal (RFP) and written quotes from three (3) vendors

\$5,000 - \$9,999.99

Require an oral request for the goods and written/email quotes from two (2) vendors

\$2,500 - \$4,999.99

Written/email approval from Town Board liaison, as designated at reorganization meeting

\$0 - \$2,499.99

Left to the discretion of the purchaser

**Estimated Public Works Contract**

\$35,000 and above (required)

**Method**

Formally bid pursuant to §103 of the General Municipal Law

\$10,000 - \$34,999.99

Require a written request for proposal (RFP) and written quotes from three (3) vendors

\$5,000 - \$9,999.99

Require an oral request for the goods and written/email quotes from two (2) vendors

\$2,500 - \$4,999.99

Written/email approval from Town Board liaison, as designated at reorganization meeting

\$0 - \$2,499.99

Left to the discretion of the purchaser

Any exceptions to the aforementioned thresholds (i.e. sole source provider, etc.) and quote requirements must be documented with a detailed explanation.

C. *Documentation*

- (1) Any written RFP shall describe the desired goods, quantity and the particulars of delivery. The purchaser shall compile a list of all vendors from whom written/fax/oral quotes have been requested and the written/fax/oral quotes offered.
- (2) Any information gathered in complying with the procedures of this chapter shall be preserved and filed with documentation supporting the subsequent purchase of public works contract.
- (3) All purchases greater than \$4,999.99 require submission of the Town's standardized quotes form.
- (4) Electronic documentation shall be held in accord for compliance with Electronic Signatures and Records Act.

*D. Good Faith Effort*

A good faith effort shall be made to obtain the required number of proposals or quotations. If the purchaser is unable to obtain the required number of proposals or quotations, the purchaser shall document the attempt made at obtaining the proposals. In no event shall the inability to obtain the proposals or quotes be a bar to the procurement.

*E. Claims approval*

All expenditures are subject to the Town's claims approval process. Each claim shall be individually approved by the Department Head, the Finance Department and a Board Member. Prior to processing for payment all claims should be reviewed and audited by the remaining Board Members (2). After such audit the Board shall pass a resolution acknowledging the claims have been audited.

**Exceptions to the Procurement Policy**

Except when directed by the Town Board, no solicitation of written proposals or quotations shall be required under the following circumstances:

- (1) Acquisition of professional services\*.
- (2) Emergencies.
- (3) Sole source situations.
- (4) Goods purchased from agencies for the blind or severely handicapped.
- (5) Goods purchased from another governmental agency.
- (6) Goods purchased at auction.
- (7) Goods purchased for less than ~~five hundred~~ dollars (\$2499.99).
- (8) Public works contracts for less than ~~five hundred~~ dollars (\$2499.99).

\* All professional services contracts shall be examined by the Town Board every five years; however, such review does not necessitate a written proposal or quotation.

The decision that a purchase is not subject to competitive bidding should be documented in writing by the individual making the purchase. This documentation may include a memo from the purchaser explaining the decision, a copy of the contract indicating the source which makes the item or service exempt, a memo from the purchaser detailing the circumstances which led to an emergency purchase, or any other written documentation that is appropriate.



FUND BALANCE POLICY  
TOWN OF WEST SENECA  
Updated 7/20/15

**Purpose**

The following denotes the Town of West Seneca's policy for classifying fund balance in accordance with Governmental Accounting Standards Board (GASB) Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions. The Town of West Seneca, New York (the "Town") has enacted this policy in an effort to ensure financial security through the maintenance of a healthy reserve fund that guides the creation, maintenance, and use of resources for financial stabilization purposes. The Town's primary objective is to maintain a prudent level of financial resources to protect against reducing service levels or raising taxes and fees due to temporary revenue shortfalls or unpredicted one-time expenditures. The Town also seeks to maintain the highest possible credit ratings which are dependent, in part, on the Town's maintenance of a healthy fund balance.

**Definitions**

Fund balance – The excess of assets/deferred outflows of resources over liabilities/deferred inflows of resources in a governmental fund.

Nonspendable fund balance – Amounts that are not in a spendable form (such as inventory) or are required to be maintained intact (such as the corpus of an endowment fund).

Restricted fund balance – Amounts constrained to specific purposes by their providers (such as grantors, bondholders, and higher levels of government) through constitutional provisions or by enabling legislation.

Committed fund balance – Amounts constrained to specific purposes by a government itself using its highest level of decision-making authority (i.e. Town Board); to be reported as committed, amounts cannot be used for any other purpose unless the government takes the same highest-level action to remove or change the constraint.

Assigned fund balance – Amounts a government intends to use for specific purpose; intent can be expressed by the governing body or by an official or body to which the governing body delegates the authority.

Unassigned fund balance – Amounts that are available for any purpose; these amounts are reported only in the General fund.

**Policy Statement**

The fund balance of the Town's General Fund and Highway Fund accumulates to provide stability and flexibility to respond to unexpected adversity and/or opportunities.

The Town will maintain adequate fund balance in its General Fund and Highway Fund to provide flexibility and to mitigate current and future risks (e.g., revenue shortfalls and unanticipated expenditures), to ensure stable tax rates, to provide for one-time opportunities and to retain favorable credit ratings. The Town will endeavor to maintain an unrestricted fund balance in each, its General Fund and Highway Fund, of two months of regular General Fund and Highway Fund operating expenditures, respectively.

If the Town's unrestricted fund balance in its General Fund or Highway Fund fall below 10% of respective annual operating expenditures, the Supervisor, as Budget Officer of the Town, shall recommend decreasing the use of fund balance appropriated in the following year's budget, such that in his/her estimation over the course of no more than three years, the fund balance will be again within the level set by this policy. Further, the Town Board shall, with assistance from the Finance Department, prepare and approve a plan for restoration of the balance to the target level

so that the target level is restored.

If the Town's unrestricted fund balance in its General Fund or Highway Fund rise above 20% of respective annual operating expenditures, the Supervisor, as Budget Officer of the Town, shall recommend increasing the use of fund balance appropriated in the following year's budget or the Town Board may use unrestricted fund balance during or outside of the budget process for onetime expenditures to meet unusual opportunities or to reduce the Town's debt in order to, in their estimation, meet this policy.

The Town board will periodically review the appropriateness of fund balance thresholds as described in this policy and update as deemed necessary.

The Town Board will allow the Supervisor to determine the proper amounts to be assigned to each type of fund balance for purposes as determined to be necessary.

The Town Board will allow the Supervisor to determine the amount to be assigned for capital asset replacements.

The Finance Department will set aside assigned or committed fund balances to cover the amount of outstanding purchase orders or encumbrances that have been authorized by the Town Board through the budget process.

Beginning in the year ended December 31, 2015, unassigned fund balance shall be any remaining amounts.

This policy may be amended from time to time by the Town Board.

The Town will spend the most restricted dollars before less restricted where such spending is appropriate and the legal restriction does not limit the use of such restricted amount for the particular purpose in question in the following order:

- a) Nonspendable (if funds become spendable)
- b) Restricted
- c) Committed
- d) Assigned
- 3) Unassigned

FIXED ASSET POLICY  
TOWN OF WEST SENECA  
Updated 7/20/15

**Purpose**

The purpose of this Policy is to comply with the requirements of Governmental Accounting Standards Board ("GASB") Statement No. 34, "Basic Financial Analysis and Management Discussion and Analysis for State and Local Governments" in order to ensure accurate capitalization of assets for inclusion in the Town's financial statements. This policy establishes guidelines for the record keeping of fixed assets, including acquisition, thresholds for capitalization, determination of useful life, inventory and disposition. This capitalization policy establishes guidelines for determining which expenditures should be capitalized as a fixed asset and which expenditures should be expensed, how to value fixed assets that are reported and how to estimate the useful lives of fixed assets.

**Definitions and Types of Fixed Assets**

Fixed assets include: land, land improvements, easements, buildings, building improvements, vehicles, machinery and equipment, works of art, infrastructure such as roads and water lines, all other tangible and intangible assets.

To be considered a fixed asset for financial reporting purposes, an item must be at or above the capitalization threshold (see below) and have a useful life greater than one year. Improvements must be an expansion of capacity rather than replacement or maintenance in order to be considered fixed assets. An example would be the cost of repaving an existing parking lot would not be a fixed asset (it would be expensed in the fiscal year the work is performed), but the cost of adding new spaces to that existing parking lot would be a fixed asset. If an improvement increases capacity, or significantly increases the asset's useful life, then it should be capitalized if the cost is over the threshold.

**Thresholds**

If the value of an asset at time of purchase or receipt by the Town is higher than \$40,000 (higher than \$25,000 for vehicles), the asset is capitalized and depreciated over its useful life. A total purchase for an amount greater than the threshold which consists of multiple items below the threshold will not be capitalized. An example would be one snowplow purchased for \$50,000 would be capitalized while five individual plows purchased at \$10,000 each would not be capitalized.

NOTE: Land of any value is considered a fixed asset for purposes of inventory, but is not depreciated as it has an infinite useful life.

**Asset Values**

Purchased fixed assets are recorded at their historical cost including any capitalized interest and ancillary charges (e.g. freight and transportation charges and site preparation) necessary to place the asset into its intended location and condition for use. Donated assets are valued at fair market value on the date of the donation.

JUL 27 2015

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### Depreciable (Useful) Lives

Fixed assets are depreciated (expensed) using the straight line method over the years they are actually expected to be used by the Town. In cases where vehicles are used by more than one Town department (e.g. used by Police for three years, then by another department), useful life is based on the usage of the Town as a whole, not just the originating Department. The Finance Department will determine the useful life of each new fixed asset in consultation with the applicable Department Head, particularly in the case of specialized equipment. The following are ranges of useful lives by type of asset based on past experience and usage:

Assets	Years
Buildings	40
Buildings and land improvements	20
Infrastructure:	
Dams and drainage systems	50-100
Water and sewer systems	50
Traffic control systems	40
Bridges and culverts	30
Roads	10
Machinery and equipment:	
Office equipment and furniture	7
Heavy equipment	15
Vehicles	8
Computers	3
Other	5

### Purchase

All purchases of fixed assets shall comply with the procurement policy as adopted by the Town. Department heads should consult with the Finance Department prior to purchasing a fixed asset to ensure that the purchase has the necessary funding and that proper procedure and policies are being followed. When completing documentation necessary to submit a payment request for a fixed asset purchase, Department Heads or the Department Clerk are responsible for notifying the Finance Department by filling out the Fixed Asset Additions Spreadsheet. The Fixed Asset Additions Spreadsheet must be signed by the responsible Department Head noting their approval. Once the Finance Department receives the required information, the Finance Department will then add the asset into the fixed asset system in KVS.

### Inventory

When fixed assets are received, Department Heads shall ensure that any inventory control tags or identification is established as appropriate and can be identified and traced from the fixed asset information provided. There shall be a physical inventory of vehicles and equipment conducted by the *department* periodically in order to safeguard assets. Any unresolved discrepancies while matching physical assets to the fixed asset records maintained by the Finance Department found during the inventory shall be immediately reported to Town Board for further action.

### **Asset Disposal/Impairment**

It is the responsibility of the Department Head to report to the Finance Department when any fixed asset is significantly impaired by accident, other damage or level of use to the extent that it will no longer be used for as long as originally recorded. This report should include a revised estimate of the remaining useful life (if any) for that asset so that records and depreciation schedules can be adjusted accordingly. The Finance Department shall also be notified if there is a transfer of responsibility for the asset from one Town Department to another.

Prior to the disposal of any fixed asset, a fixed asset disposal form shall be filled out by the <sup>department personnel</sup> clerk and signed by the responsible Department Head. The disposal form shall include the method of disposal (e.g. sale by auction, trade in, or scrap). Where feasible (and in all cases for assets over \$5000 in residual value), asset disposal should be done through a documented competitive process such as bidding or auction. The asset disposal form should be sent to the Finance Department so that the asset can be removed from the fixed asset system within KVS.