



**25-B COMMUNICATIONS**

2. Highway Sup't. re Title change for Baird Hageman to Sewer Maintenance Worker

Motion by Supervisor Meegan, seconded by Councilman Hart, to terminate Baird Hageman as Sanitation Motor Equipment Operator and appoint him as Sewer Maintenance Worker, Group 2, Step 1 at a rate of \$26.52 per hour effective December 17, 2015 and authorize the Supervisor to complete and sign the necessary forms for Erie County Personnel.

Ayes: All                      Noes: None                      Motion Carried

3. Highway Sup't. re Purchase of two new dump trucks

Motion by Supervisor Meegan, seconded by Councilman Hanley, to authorize the purchase of two 2015 heavy duty Class 8, cab-chassis type trucks with dump bodies, snow plows and associated options/accessories from International with Viking bodies at a total cost of \$296,932 under the piggyback provision which authorizes purchases by other municipalities as allowed by General Municipal Law §103(16), noting funds are available in the Highway Reserve Fund and this purchase is subject to permissive referendum.

On the question, Councilman Hart stated the Town Board previously created the Highway Reserve Fund to cover the cost of this type of purchase. They will continue to fund the Highway Reserve Fund so no debt will have to be issued for equipment purchases.

Ayes: All                      Noes: None                      Motion Carried

4. Chief Denz re Termination of Samuel Cellino as part-time Public Safety Dispatcher

Motion by Supervisor Meegan, seconded by Councilman Hart, to terminate Samuel Cellino as part-time Public Safety Dispatcher effective December 22, 2015 and authorize the Supervisor to complete and sign the necessary forms for Erie County Personnel.

Ayes: (2) Supervisor Meegan, Councilman Hart

Noes: None                      Abstentions: (1) Councilman Hanley

Motion Carried

Councilman Hanley abstained from this vote because one of Samuel Cellino's parents is his boss at National Fuel Gas.



**25-C APPROVAL OF WARRANT**

Motion by Supervisor Meegan, seconded by Councilman Hart, to approve the vouchers submitted for audit, chargeable to the respective funds as follows: General Fund - \$213,713.11; Highway Fund - \$108,033.97; Special Districts - \$12,491.12; Capital Fund - \$78,414.88 (voucher #'s 91758 - 92121)

Ayes: All

Noes: None

Motion Carried

**ISSUES OF THE PUBLIC**

**FREEDOM OF INFORMATION REQUEST FOR RECREATION DEPARTMENT INFO**

Susan Kims referred to a recent FOIL request for information on Recreation Department revenues and expenses and an employee log and stated the information she received from the Finance Department is not exactly what she was looking for.

Supervisor Meegan suggested Mrs. Kims meet with Youth Service Coordinator Lauren Masset to review the staffing schedule and other details. Councilman Hart and Supervisor Meegan also offered to meet with Mrs. Kims to address her questions.

Chief Denz cautioned against providing specific scheduling and staffing levels for security reasons.

**TOWN EMAIL ADDRESSES ON VERIZON BLACKLIST**

Susan Kims commented on a problem with town emails that are sent to Verizon addresses. Verizon informed her that the town's email address was put on a blacklist with Verizon and it will have a cascading effect on other emails if it is not corrected.

Town Attorney John Fenz stated the town's security system was updated and this may have caused the problem.

**MINERAL SPRINGS ROAD BUILDING**

Susan Kims referred to a comment in the West Seneca Bee concerning a recently constructed building on Mineral Springs Road. Councilman Hanley was familiar with the building and responded the owner properly obtained all approvals and permits from the town prior to its construction.

**ISSUES OF THE PUBLIC**

**KIWANIS BUILDING ASBESTOS ABATEMENT PROJECT**

Susan Kims questioned the amount of the original bid for the Kiwanis building asbestos abatement project and if the change order approved at the last Town Board meeting was the first change order for that project.

Councilman Hart did not recall the amount of the bid but stated that was the first and only change order and the total was still below the other bids received.

Mrs. Kims questioned if debris from the building will be buried on site.

Supervisor Meegan responded that some will be used to fill in the basement, but Highway Department trucks will be used to haul most of it away to be repurposed.

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

**WINTER RECREATION PROGRAMS**

Youth Service Coordinator Lauren Masset stated the winter 2016 program brochure is available and will be distributed in the schools within the next two weeks.

**MESSAGE FROM CHIEF DENZ**

Chief Denz stated the parking ban is in effect even with no snow. He further reminded everyone to be vigilant of their surroundings during the holiday season and report any suspicious activity to his department.

**PUBLIC PRESENTATION ON SENECA PLACE FEASIBILITY STUDY**

Councilman Hart announced there will be a public presentation on the Seneca Place Feasibility Study by the consultant on January 7<sup>th</sup> at 7:00 P.M. at East Senior High School. Written questions will be accepted from the public.

**HOLIDAY WISHES**

Board members and department heads wished everyone a Merry Christmas and Happy New Year.

**EXECUTIVE SESSION**

Motion by Supervisor Meegan, seconded by Councilman Hart, to recess to executive session at 3:40 P.M. to discuss four personnel issues and legal matters.

The board members returned from executive session at 5:15 P.M.

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

**TOWN BOARD PROCEEDINGS**  
**Minutes #2015-25**  
**December 21, 2015**  
**Page six . . .**

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

**ADJOURNMENT**

Motion by Supervisor Meegan, seconded by Councilman Hart, to adjourn the meeting at 5:15 P.M.

Ayes: All

Noes: None

Motion Carried

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**JACQUELINE A FELSER, TOWN CLERK**

AGREEMENT  
CHIEF OF POLICE AND  
ASSISTANT CHIEF OF POLICE

THIS AGREEMENT, entered into this 21<sup>st</sup> day of December, 2015, by and between the Town of West Seneca, New York (the "Town"), a municipal corporation organized and existing under the laws of the State of New York, with offices located at 1250 Union Road, West Seneca, New York, Daniel M. Denz, West Seneca Chief of Police (the "Chief of Police"), and Michael B. Boehringer, West Seneca Assistant Chief of Police (the "Assistant Chief of Police") (collectively the "Parties").

WHEREAS, it is the intent and purpose of the Parties, by entering into this Agreement to promote harmonious and cooperative relationships between the Town Board, the Chief of Police and Assistant Chief of Police; and

WHEREAS, it is also the intent and purpose of this Agreement to protect the public by assuring, at all times, the order and functions of government and public safety are uninterrupted.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the Parties agree as follows:

1. Beginning January 1, 2016 and ending on December 31, 2017, the base salary of the Assistant Chief of Police shall be ten (10) percent greater than the base salary of the first subordinate police officer position to the Assistant Chief of Police (Police Captain), in the Town of West Seneca Police Department.
2. Beginning January 1, 2016 and ending on December 31, 2017, the base salary of the Chief of Police shall be fifteen (15) percent greater than the base salary of the Assistant Chief of Police in the Town of West Seneca Police Department.
3. Thereafter, at any such time as the base salary of the first subordinate police officer position to the Assistant Chief of Police (Police Captain) shall increase pursuant to the collective bargaining agreement between the Town and the West Seneca Police Benevolent Association, Inc., the base salary of the Chief of Police and Assistant Chief of Police shall be adjusted pursuant to the terms set forth in paragraphs 1 and 2.
4. Additional compensation other than the base salary of the Chief of Police and Assistant Chief of Police shall be maintained to the same extent and upon the same conditions as additional compensation of the first subordinate police officer position to the Assistant Chief of Police (Police Captain), in the Town of West Seneca Police Department

pursuant to the collective bargaining agreement between the Town and the West Seneca Police Benevolent Association, Inc.

5. Additional compensation shall be defined by the collective bargaining agreement between the Town and the West Seneca Police Benevolent Association, Inc., except that overtime or shift differential pay shall not be considered as base salary or additional compensation unless by resolution, ordinance, or special local law the municipality elects to include these items of compensation within the benefit package of the Chief of Police or the Assistant Chief of Police.
6. This contract may be amended in future years to coincide with the term of collective bargaining agreement between the Town and the West Seneca Police Benevolent Association, Inc.
7. This Agreement contains the entire agreement between the parties. All prior negotiations, statements or representations are merged herein. The parties acknowledge that they have not made or relied upon any representations, statements or agreements except those specifically set forth herein.
8. No modification, waiver or termination of any of the terms and provisions of this Agreement is binding between the Town, the Chief of Police and the Assistant Chief of Police unless the same is in writing and signed by a duly authorized representative of the Town and the Chief of Police and Assistant Chief of Police.
9. Any provision of this Agreement requiring legislative action to permit its modification, implementation by amendment of law or by providing additional funds therefore shall not become effective until the appropriate legislative body has given approval.
10. If any provision of this Agreement shall be declared illegal, or an unfair labor practice by reason of an existing or subsequent enacted legislation, or by decree of a court of competent jurisdiction, or by the decision of any authorized governmental agency, then such invalidation shall not invalidate the remaining portions thereof, it being understood that the remaining portions shall remain in full force and effect. Within twenty (20) days after a provision is declared to be illegal, or an unfair labor practice, the Town, through the Town Board, and the Chief and Assistant Chief shall meet for the purpose of negotiating substitute terms which would overcome the provision determined objectionable.
11. This Agreement shall be binding upon the Parties' heirs, successors and assigns.




IN WITNESS THEREOF, the Parties have caused this Agreement to be executed in triplicate on the first day written above.

TOWN OF WEST SENECA

By: 

Title: Supervisor

DANIEL M. DENZ  
WEST SENECA CHIEF OF POLICE



MICHAEL B. BOEHRINGER  
WEST SENECA ASSISTANT  
CHIEF OF POLICE

