

13-B HELD OVER PUBLIC HEARING

1. (continued)

Andrew Terragnoli stated some review agencies had not yet provided their comments on the project, including Erie County Water Authority approval, and he asked for conditional approval of the rezoning and special permit.

Attorney for the Town Charles Grieco stated approval from Erie County Water Authority is required and they could hold the vote until it is received, but if there are no concerns they could proceed.

Code Enforcement Officer John Gullo stated there are no water pressure issues in that area, and if there was an issue it would be the responsibility of the developer.

No comments were received from the public.

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 Hart, 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 of the property located at 4592 Seneca Street in the Town of West Seneca ("subject property") from R-75 to R-50 for the purpose of allowing the applicant to develop a 26-building, 52 unit duplex housing complex (the "project"), 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

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

WHEREAS, the Town Board further finds that the rezoning of the subject property to allow for the development of the project is appropriate for the location and will not adversely affect surrounding properties;

THEREFORE, BE IT RESOLVED THAT the Town Board does hereby adopt a Negative Declaration with respect to the project pursuant to 6 NYCRR 617.7(a); and

13-D COMMUNICATIONS

3. Town Engineer re Bid award for Stephenson St. Road Reconstruction
Motion by Supervisor Meegan, seconded by Councilman Hart, to award the bid for the Stephenson Street Road Reconstruction Project to Nova Site Company, 6 Lena Court, West Seneca at their low base bid amount of \$599,795.
Ayes: All Noes: None Motion Carried
4. Town Engineer re Bid award for Hilltop Court & Beechwood Drive Road Reconstruction
Motion by Supervisor Meegan, seconded by Councilman Hart, to award the bid for the Beechwood Drive and Hilltop Court Road Reconstruction Project to Visone Construction Inc., 79 Sheldon Road, Depew at their low base bid amount of \$1,279,025.64.
Ayes: All Noes: None Motion Carried
5. Chief Denz re Title Change for Timothy J Pratt and Sean M Donohue as Detectives
Motion by Supervisor Meegan, seconded by Councilman Hart, to appoint Timothy J Pratt and Sean M Donohue as Detectives effective July 15, 2014 at an annual salary of \$81,656.10 and authorize the Supervisor to complete and sign the necessary forms for Erie County Personnel, noting this is a non-competitive position and is considered a temporary appointment from their current status of Police Officer.
Ayes: All Noes: None Motion Carried
6. Town Clerk re Purchase requiring Town Board approval
Motion by Supervisor Meegan, seconded by Councilman Hart, to approve the purchase of a ScanPro 3000 microfilm scanner for the Police Department from Biel's Information Technology Services at the NYS contract price of \$11,045 noting excess grant funds from the 2013 – 2014 Local Records Management Improvement Fund Grant awarded to the Town of West Seneca have been re-designated and approved for this purchase.

On the question, Councilman Hart questioned what the machine does.

Asst. Chief Michael Boehringer stated the machine allows use of a computer to read microfiche of past records and will replace the current reader that they are no longer able to get parts for.

Ayes: All Noes: None Motion Carried

13-D COMMUNICATIONS

7. Code Enforcement Officer re Rezoning request for Queens Landing Subdivision
- Motion by Supervisor Meegan, seconded by Councilman Hart, to refer the rezoning request from R-65 to R-65A for Queens Landing Subdivision off Abbott Road to the Planning Board for recommendation.

On the question, Councilman Hart questioned how many buildings are planned for the project.

Code Enforcement Officer John Gullo stated the number of lots will remain at 75 as previously approved; however, the rezoning will allow for two-family homes to be built which the developer believes are more marketable.

Ayes: All

Noes: None

Motion Carried

8. Town Justices re Budgetary amendment request
- Motion by Supervisor Meegan, seconded by Councilman Hart, to increase revenue account #1.0001.3021.3333 and increase expense account #1.1110.0200.3333 in the amount of \$7,895 each, noting the source of funding for this request is grant money awarded to the Town Justice Court office from the NYS Justice Court Assistance Program.

Ayes: All

Noes: None

Motion Carried

9. Recreation Director re Appointment of Roxanna Herreid as seasonal Recreation Attendant
- Motion by Supervisor Meegan, seconded by Councilman Hart, to appoint Roxanna Herreid as part-time seasonal Recreation Attendant effective July 7 – September 12, 2014 at rate of \$8.00/HR and authorize the Supervisor to complete and sign the necessary forms for Erie County Personnel.

Ayes: All

Noes: None

Motion Carried

13-E REPORTS

- Jacqueline A. Felser, Town Clerk's report for June 2014 and Receiver of Taxes' report for Return of Tax Collection received and filed.
- John A. Gullo, Code Enforcement Officer's report and plumbing report for June 2014 received and filed.

13-F 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 - \$126,618.52; Highway Fund - \$117,277.24; Special Districts - \$2,570.06; (voucher #); Trust & Agency Fund - \$36,134.40 (voucher #84917 - 84994)

Ayes: All

Noes: None

Motion Carried

ISSUES OF THE PUBLIC

CAMELOT SQUARE DEVELOPMENT

Eric Paul stated he resides on the east side of Hemlock Drive abutting the Camelot Square subdivision development and has been in constant contact with the town concerning a large dirt pile placed behind his property that has caused ground water runoff to fill his back yard and pool with mud. He spoke with Code Enforcement Officer John Gullo and Engineering Department employees Ron Pfeil and David Johnson and they all agree there are issues with the dirt pile; however, the contractor is claiming he did not cause the problem. Mr. Paul asked for a 120 day moratorium on the development of Camelot Square Phase III until violations of the stormwater permit are not causing negative damage to adjacent properties.

Supervisor Meegan stated the board members will discuss this issue with Attorney for the Town Charles Grieco and have a response within 10 business days.

STATUS OF CHILDREN'S PSYCHIATRIC CENTER

Beverly Leising questioned the status of the Children's Psychiatric Center.

Councilman Hart responded that the Town Board sent a resolution of support for keeping the facility open to the NYS Senate, NYS Assembly and Governor Cuomo's office and it will remain open for another year for further study.

Supervisor Meegan explained the bills that were proposed by Senator Gallivan to address the Children's Psychiatric Center and the sex offenders that were housed in group homes on Leydecker Road.

Mrs. Leising commented on the empty buildings on the state school property and hoped that President Obama would not convince Governor Cuomo to move some of the illegal children into the empty buildings.

Supervisor Meegan did not believe this site was being looked at by Border Patrol.

ISSUES OF THE PUBLIC

STATUS OF CHILDREN'S PSYCHIATRIC CENTER (continued)

Amy Carpenter understood that the DEC wanted to preserve the land behind the psychiatric center in its natural state and she questioned if this was approved.

Supervisor Meegan responded that this proposal is in the senate but has not been approved. Modifications were made because the acreage was expanded. Supervisor Meegan suggested Mrs. Carpenter contact Evelyn Hicks, Chairperson of the West Seneca Environmental Commission for information on this issue.

CARRIAGE PARK PLAYGROUND

Beverly Leising commented on the condition of the playground in Carriage Park, noting the swings need to be painted and the chains looked at. There are also no tables or benches.

Highway Supt. Matthew English responded he will look into the issue, noting there used to be benches in the playground but they were vandalized.

FORMER COUNCILMAN ADDRESSES ACCUSATIONS

Dale Clarke commented on accusations made by Councilman Hanley at a previous meeting that Mr. Clarke removed Paula VanRemmen from her bingo inspector job and Tim Elling from his position as civil officer. He referred to the 2012 Organization Meeting minutes when these actions took place and noted he was not on the Town Board at that time.

STATUS OF FEASIBILITY STUDY

Amy Carpenter questioned the status of the feasibility study.

Supervisor Meegan responded that the town is in discussion with the developer and the study will be made public when all their questions are answered.

LIGHTING AT BALL DIAMONDS

Amy Carpenter questioned how lights at the baseball diamonds are turned off at night.

Supervisor Meegan responded that the playground is staffed until 10 P.M. when the restrooms are locked and lights turned off.

ISSUES OF THE PUBLIC

ELECTRICAL INSPECTOR POSITION

Steve Lomison commented on the proposal presented by Code Enforcement Officer John Gullo to hire a part-time electrical inspector and asked that he and Frank Boncore be hired in the interim.

Code Enforcement Officer John Gullo preferred to keep the situation the same until January 2015 but encouraged Mr. Lomison and Mr. Boncore to apply for the part-time job. He further explained the hiring process and stated interviews will be conducted in December by himself and another person from his department, one member of the Town Board, one member of the Ethics Committee and someone from the electrical union.

Karen Lucachik commented that when she had an addition put on her house a company did the electrical inspection, not a town employee.

Mr. Gullo stated that the process will run better with a part-time electrical inspector and it will be additional revenue for the town. The town gets nothing from third party electrical inspectors and they are not licensed with the town.

AMERICORPS PAYMENT

Karen Lucachik questioned if the AmeriCorps payment was received for July and Supervisor Meegan responded that it was.

PORTER SERVICE FOR GARBAGE TOTES

Johanna Guenther asked Attorney for the Town Charles Grieco if Highway Supt. Matthew English gave him a rough draft of the porter service proposal and Mr. Grieco responded he did not.

INDUSTRIAL PARK REVIEW COMMITTEE

Susan Kims questioned if Code Enforcement Officer John Gullo's proposal for elimination of the Industrial Park Review Committee will be addressed at this meeting.

Attorney for the Town Charles Grieco responded there will be a public hearing on this issue and it will require adoption of a local law to amend the Town Code.

ISSUES OF THE PUBLIC

CONTACT INFORMATION FOR PLANNING BOARD MEMBERS

Susan Kims commented that there is still no contact information on the town website for the Planning Board members.

Supervisor Meegan stated anyone wishing to communicate with the Planning Board or Zoning Board members should contact Marleah Martinez in the Town Attorney's office and she will forward the information to the members.

Mrs. Kims stated she also had some questions on the Planning Board minutes and Supervisor Meegan responded that the board members are addressing that situation.

QUASAR OPERATION

Susan Kims referred to the moratorium concerning the Quasar operation and questioned if the town is keeping track of their recent activities. Specifically, they were low bidder to receive biosolids from the Town of Tonawanda and they are modifying their permits with the DEC.

Attorney for the Town Charles Grieco was not aware of anything Quasar was doing that violated the moratorium and noted they can continue to operate within their existing parameters. The permit they need to modify is from the DEC and the town does not have jurisdiction over that.

COMPREHENSIVE STRATEGIC PLAN

Susan Kims referred to payment of \$50,000 from the GIS fund for the Comprehensive Strategic Plan and questioned what GIS stood for.

Supervisor Meegan responded that GIS stands for Geographic Information System.

PRESENTATION OF COMMUNICATIONS BY BOARD MEMBERS AND DEPARTMENT HEADS

RECREATION PROGRAM UPDATES

Recreation Director Craig Kroll stated the Movie in the Park this Friday will be "Frozen" and start at 8:30 P.M. This is free to the public and concessions will be open and run by the volunteer YES program.

Mr. Kroll further stated Summer Day Camp is going well and they have 69 campers this week. Parents have asked that it be extended; however, the ice rink is unavailable because they start to prepare the ice for the skating season.

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

TOWN BOARD PROCEEDINGS
Minutes #2014-13
July 14, 2014
Page ten . . .

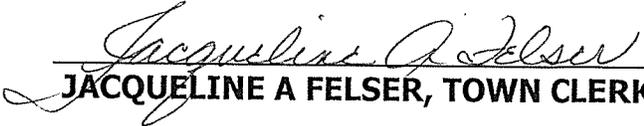
ADJOURNMENT

Motion by Supervisor Meegan, seconded by Councilman Hart, to adjourn the meeting at 7:45 P.M.

Ayes: All

Noes: None

Motion Carried



JACQUELINE A FELSER, TOWN CLERK

Local Law Filing

(Use this form to file a local law with the Secretary of State.)

Text of law should be given as amended. Do not include matter being eliminated and do not use italics or underlining to indicate new matter.

County City Town Village
(Select one.)

of West Seneca

Local Law No. 07 of the year 20 14

A local law to amend Chapter 120 (Zoning) of the Town Code and the Table of Zoning Map
(Insert Title)
Amendments to change the zoning classification of the property located at 4592 Seneca
Street (SBL No. 135.18-2-2.7) from R-75 to R-50.

Be it enacted by the Town Board of the
(Name of Legislative Body)

County City Town Village
(Select one.)

of West Seneca as follows:

Section 3

Chapter 120 (Zoning) of the Town Code of the Town of West Seneca is amended to provide that zoning classification of the property located at 4592 Seneca Street (SBL No. 135.18-2-2.7) in the Town of West Seneca shall be changed from R-75 to R-50, which change shall be reflected in the official minutes of the Town Board meeting at which this local law is enacted, in the Table of Zoning Map Amendments and the Zoning Map.

Section 4 Effective Date

This local law shall take effect ten days after notice hereof is published in the official town newspaper pursuant to New York Town Law Section 264(1).

(If additional space is needed, attach pages the same size as this sheet, and number each.)

(Complete the certification in the paragraph that applies to the filing of this local law and strike out that which is not applicable.)

1. (Final adoption by local legislative body only.)

I hereby certify that the local law annexed hereto, designated as local law No. 07 of 2014 of the ~~(County)(City)(Town)(Village)~~ of West Seneca ~~Town Board~~ was duly passed by the Town Board on July 14 2014, in accordance with the applicable provisions of law.
(Name of Legislative Body)

2. (Passage by local legislative body with approval, no disapproval or repassage after disapproval by the Elective Chief Executive Officer*.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20 _____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20 _____, and was (approved)(not approved) *(Name of Legislative Body)* (repassed after disapproval) by the _____ and was deemed duly adopted *(Elective Chief Executive Officer*)* on _____ 20 , in accordance with the applicable provisions of law.

3. (Final adoption by referendum.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20 _____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20 _____, and was (approved)(not approved) *(Name of Legislative Body)* (repassed after disapproval) by the _____ on _____ 20 _____. *(Elective Chief Executive Officer*)*

Such local law was submitted to the people by reason of a (mandatory)(permissive) referendum, and received the affirmative vote of a majority of the qualified electors voting thereon at the (general)(special)(annual) election held on _____ 20 _____, in accordance with the applicable provisions of law.

4. (Subject to permissive referendum and final adoption because no valid petition was filed requesting referendum.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20 _____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20 _____, and was (approved)(not approved) *(Name of Legislative Body)* (repassed after disapproval) by the _____ on _____ 20 _____. Such local *(Elective Chief Executive Officer*)* law was subject to permissive referendum and no valid petition requesting such referendum was filed as of _____ 20 _____, in accordance with the applicable provisions of law.

* Elective Chief Executive Officer means or includes the chief executive officer of a county elected on a county-wide basis or, if there be none, the chairperson of the county legislative body, the mayor of a city or village, or the supervisor of a town where such officer is vested with the power to approve or veto local laws or ordinances.

5. (City local law concerning Charter revision proposed by petition.)

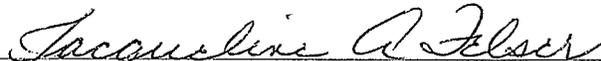
I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20 _____ of the City of _____ having been submitted to referendum pursuant to the provisions of section (36)(37) of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of such city voting thereon at the (special)(general) election held on _____ 20 _____, became operative.

6. (County local law concerning adoption of Charter.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20 _____ of the County of _____ State of New York, having been submitted to the electors at the General Election of November _____ 20 _____, pursuant to subdivisions 5 and 7 of section 33 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of the cities of said county as a unit and a majority of the qualified electors of the towns of said county considered as a unit voting at said general election, became operative.

(If any other authorized form of final adoption has been followed, please provide an appropriate certification.)

I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original local law, and was finally adopted in the manner indicated in paragraph 1 above.


Clerk of the county legislative body, City, Town or Village Clerk or officer designated by local legislative body

Date: 07/15/2014

(Seal)

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 & special permit for the following described property located at 4592 Seneca Street from its classification of R-75 to R-50(S) for a 26-building, 52-unit duplex townhome complex:

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. 223 of the Ebenezer Lands, so called, bounded and described as follows:

BEGINNING AT A POINT in the centerline of Seneca Street (66 feet wide), said centerline also being the south line of Lot No. 223, 54.80 feet westerly of the southeast corner of Lot No. 223, running thence northerly parallel with the east line of Lot No. 223, 159.85 feet to a point; thence easterly at right angles with the last described course 54.0 feet to a point in the east line of Lot No. 223, said point being 169.20 feet north of the centerline of Seneca Street; thence northerly along the east line of Lot No. 223, 1595.42 feet to the northeast corner thereof; thence westerly along the north line of Lot No. 223, 303.74 feet to the east line of lands conveyed to Gottlieb Diefenbach by deed recorded in Erie County Clerk's Office in Liber 422 of Deeds at page 387, said east line of Diefenbach also being the east line of lands as shown under Cover Number 1368; thence southerly parallel with the west line of Lot No. 223 and along the east line of lands so conveyed to Diefenbach by deed aforesaid 1582.39 feet to the northwest corner of lands so conveyed to Edwin Durst and Geneva Durst, his wife, by deed recorded in Liber 3912 of Deeds at page 346; thence easterly along the north line of lands so conveyed to Durst by Deed aforesaid 45.0 feet to the northeast corner thereof; thence southerly along the east line of lands of Durst, 141.05 feet to the centerline of Seneca Street; thence easterly along the centerline of Seneca Street, 212.45 feet and 207.41 feet measured to the point of beginning.

Whereas, this Town Board held a public hearing on the 14th day of July 2014 at 7:00 P.M., EDT in the Town Hall, 1250 Union Road, in said town, to consider granting a rezoning & special permit 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 & special permit be granted and the same is hereby rezoned from R-75 to R-50(S);

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.

**Police and Court
Stop-DWI 2014-2016**

THIS AGREEMENT, made and entered into as of the 1st day of January, 2014, by and between the COUNTY OF ERIE, a municipal Corporation of the State of New York, with offices at 95 Franklin Street, Buffalo, New York, 14202, hereinafter referred to as the COUNTY, party of the first part, and the **TOWN OF WEST SENECA** a municipal corporation of the State of New York partly in Erie County, with **1250 Union Road West Seneca, NY 14224** hereinafter referred to as the MUNICIPALITY, party of the second part.

W I T N E S S E T H:

WHEREAS, the COUNTY, pursuant to the authority granted to it by Article 31 of the Vehicle and Traffic Law, has established a special traffic options program for driving while intoxicated (STOP-DWI) and has formulated a plan thereunder for the coordination of county, town, city and village efforts to reduce alcohol-related traffic injuries and fatalities, and

WHEREAS, the MUNICIPALITY, through its police agency, has made formal application to the Erie County STOP-DWI Coordinator for the funding of certain alcohol traffic safety law enforcement activities in Erie County during the period from January 1, 2014 to December 31, 2016, which application is attached hereto and made a part hereof as Appendix "A", and

WHEREAS, a Justice Court has been established in and for the MUNICIPALITY with jurisdiction to hear and determine cases involving alleged violations of Section 1192, Section 511(2)(a)(ii) and (iii) and Section 511(3)(i) of the Vehicle and Traffic Law.

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES:

FIRST:

During the term of this Agreement, the MUNICIPALITY, as an independent contractor, agrees to engage in the alcohol traffic safety law enforcement activities set forth in the annexed Appendix "A".

SECOND:

For purposes of this paragraph:

- (i) "DWI case" shall mean a criminal action commenced in any court within Erie County wherein a person is charged with a violation of Section 1192, Section 511(2)(a)(ii) or (iii) or Section 511(3)(i) of the Vehicle and Traffic Law.
- (ii) "net STOP-DWI collections" shall mean the amount of fines, penalties and forfeitures collected by any court, judge, magistrate or other judicial officer within Erie County for violations of Section 1192, Section 511(2)(a)(ii) or (iii) or Section 511(3)(i) of the Vehicle and Traffic Law after deducting therefrom the amount of refunds made by reason of judicial mandate (e.g., appellate reversal of conviction, reduction of fine, etc.) and after deducting therefrom the percentage or amount withheld for deposit to the credit of the state STOP-DWI coordinating fund or for state operating and administrative expenses (i.e., any state assessment against fine revenues otherwise payable to Erie County pursuant to Section 1197(1) of the Vehicle and Traffic Law).

Within one hundred eighty (180) days after the close of each calendar year of this Agreement, the County agrees to pay the MUNICIPALITY, subject to the provisions of paragraph THIRD hereof, a sum not to exceed the lesser of either:

- (i) The MUNICIPALITY's actual expenses, as certified by the MUNICIPALITY upon forms acceptable to the COUNTY, in carrying out, during the term of this agreement, the alcohol traffic safety law enforcement activities set forth in Appendix "A"; or
- (ii) sixty-five percent (65%) of the net STOP-DWI collections actually paid over and received by the COUNTY during the prior calendar year during term of this Agreement, provided that such collections have resulted from convictions obtained in DWI cases commenced by the MUNICIPALITY's police agency;

THIRD:

For purposes of this paragraph:

- (i) "DWI case" shall mean a criminal action commenced in any court within Erie County wherein a person is charged with a violation, or multiple violations involving the same person and arising out of the same incident, of Section 1192, Section 511(2)(a)(ii) or (iii) or Section 511(3)(i) of the Vehicle and Traffic Law;
- (ii) "finally disposed of" and "final disposition" shall mean the termination of a DWI case at the trial court level by reason of a dismissal, acquittal or conviction and imposition of sentence by the trial court, but shall not include the removal or transfer of a DWI case to another court.

Within one hundred eighty (180) days after the close of each calendar year of this Agreement, the COUNTY agrees to pay the MUNICIPALITY, for the services of the MUNICIPALITY's Justice Court, the sum of TEN DOLLARS (\$10.00) for each DWI case finally disposed of during the prior calendar year during the term of this agreement which was commenced by either the Erie County Sheriff's Office or the New York State Police. The said case regardless of the final disposition thereof.

The MUNICIPALITY agrees that the COUNTY, on behalf of the MUNICIPALITY, shall allocate and pay out, from the sums payable to the MUNICIPALITY under paragraph SECOND) hereof, the sum of TEN DOLLARS (\$10.00) for each DWI case commenced by the Municipality's police agency which was finally disposed of during the prior term of this agreement. The said sum shall be paid by the COUNTY to the town or village in whose Justice Court the DWI case was finally disposed of and shall be payable regardless of the final disposition thereof.

FOURTH:

- A. The MUNICIPALITY, through its police agency, agrees to compile information and render monthly reports, in a form acceptable to the County, to the Erie County STOP-DWI Coordinator with respect to:
- (i) The MUNICIPALITY's actual expenses in carrying out the alcohol traffic safety law enforcement activities set forth in Appendix "A",
 - (ii) All alcohol-related traffic accidents investigated by the MUNICIPALITY's police agency (including copies of MV-104A forms) prepared in connection therewith
 - (iii) All DWI cases involving alleged violation(s) of Section 1192, Section 511(3)(i) or 511(2)(a)(ii) or (iii), of the Vehicle and Traffic Law commenced by the MUNICIPALITY's police agency in any court in Erie County
- B. The MUNICIPALITY, through its Justice Court with jurisdiction to hear and determine DWI cases, agrees to compile information and render monthly reports to the Erie County STOP-DWI Coordinator with respect to all DWI cases finally disposed of {as those terms are defined in paragraph THIRD(i) and (ii), but including cases removed or transferred} in the MUNICIPALITY's Justice Court.

- C. The MUNICIPALITY acknowledges that the determination by the COUNTY of the amounts payable to the MUNICIPALITY under paragraphs SECOND and THIRD of this Agreement is dependent upon the timely receipt by the Erie County STOP-DWI Coordinator of accurate information from the MUNICIPALITY. Accordingly, the MUNICIPALITY agrees that, as a condition precedent to its rights to payment under this Agreement, it shall fully complete and forward to the Erie County STOP-DWI Coordinator each of the monthly reports required under this paragraph within 15 (fifteen) days after the last day of each monthly period to which such reports relate.

FIFTH:

The County agrees to reimburse the MUNICIPALITY overtime wages, excluding benefits, for officers authorized to staff extra effort DWI Sobriety Checkpoints and Roving Patrols, subject to the provisions of paragraph THIRD hereof, and guidelines of attached Appendix A, in a sum not to exceed the lesser of either: The actual wages paid to the officers, or \$47.00/hour/number of authorized hours.

SIXTH:

The County agrees to pay the MUNICIPALITY full overtime wages, excluding benefits, for officers of the Erie County Drug Recognition Expert (DRE) Corps called out in mutual aid to another police agency, or called in on overtime to their own department, or at training to maintain DRE Certification, subject to the provisions of paragraph THIRD hereof and guidelines of attached Appendix A. DRE Officers on regular duty, in service to their own agency, shall not be eligible for reimbursement.

SEVENTH:

The County agrees to pay the MUNICIPALITY full overtime wages, excluding benefits, for officers of the Erie County Crash Response Team (CRT) called out in mutual aid to another police agency, or called in on overtime to their own department, or at training to maintain CRT Certification, subject to the provisions of paragraph THIRD hereof, and regulations of attached

Appendix A. CRT Officers on regular duty, in service to their own agency, shall not be eligible for reimbursement.

EIGHTH:

This Agreement is executory only to the extent of monies available to the COUNTY for the performance hereof and appropriated therefor, being monies in a separate account entitled "Special Traffic Options Program for Driving While Intoxicated" established and funded pursuant to Sections 1197 and 1803 of the Vehicle and Traffic Law, and the COUNTY shall incur no liability on account of this Agreement beyond such monies.

NINTH:

In the event the Erie County STOP-DWI Program, as approved by the Commissioner of the New York State Department of Motor Vehicles, is terminated before the COUNTY has paid to the MUNICIPALITY all of the sums otherwise payable under the terms of this Agreement, the provisions of Section 1197(9) of the Vehicle and Traffic Law with respect to program cessation shall govern for purposes of determining the availability of such sums for payment to the MUNICIPALITY.

TENTH:

The MUNICIPALITY shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement or of any rights, title or interest herein, nor of the power to execute the same or any extension hereof to any other person or corporation without the previous consent in writing of the COUNTY.

ELEVENNTH:

The MUNICIPALITY agrees to comply with all applicable laws of the State of New York, the United States and the County of Erie, including laws against discrimination, and with all rules and regulations of pertinent authorities having jurisdiction.

TWELVETH:

The MUNICIPALITY shall be fully accountable for its performance under this Agreement and agrees for itself and its officers to answer under oath all questions relevant to the performance thereof and to any transactions, act or omission in connection therewith if called before any Judicial, County, State or Federal agency empowered to investigate the Agreement or its performance.

THIRTEENTH:

The MUNICIPALITY agrees to furnish verified accounts of its disbursements hereunder, with certified or verified invoices thereto attached at such times and in such form and detail as may be required by the Erie County Comptroller, who may at his/her option audit the pertinent books and records of the MUNICIPALITY, and a final account within thirty (30) days after the termination of this Agreement.

FOURTEENTH:

The MUNICIPALITY agrees to defend, hold harmless and indemnify the COUNTY against any and all liability, claims, demands, suits and judgments arising out of the performance of the MUNICIPALITY's obligations under this Agreement. The MUNICIPALITY further agrees to maintain insurance coverage(s) during the term of this Agreement and to submit certificates of insurance in accordance with County Vendor Classification C - "Professional Services" appearing on Appendix "B" annexed hereto. For purposes of this Agreement, the County must be included as an additional named insured on the Municipality's insurance policies. For purposes of this Agreement, the MUNICIPALITY need not provide proof of professional liability insurance coverage. At the request of the MUNICIPALITY and with the consent of the Erie County Attorney, the Erie County STOP-DWI Coordinator may waive the excess and/or umbrella liability insurance coverage(s), or reduce the amount(s) thereof, otherwise required under this paragraph. In lieu of proof of insurance coverage, the MUNICIPALITY may furnish evidence of a self-insurance plan acceptable to the Erie County Attorney.

FIFTEENTH:

Consistent with the MUNICIPALITY's status as an independent contractor, the COUNTY shall not be responsible for Worker's Compensation benefits, Social Security coverage or unemployment insurance benefits with respect to the MUNICIPALITY.

SIXTEENTH:

This Agreement, or any renewal thereof, may be terminated by either party upon at least thirty (30) days prior notice. Such notice shall be provided in writing to the chief executive officer of the other party at the address appearing on the first page of this Agreement.

SEVENTEENTH:

Provided that the MUNICIPALITY shall have made formal application for the continued funding of its alcohol traffic safety law enforcement activities, this Agreement may be renewed for such additional twelve (12) month terms as may be mutually agreed upon by the parties through their respective legislative bodies.

EIGHTEENTH:

All reporting, insurance, and payment requirements provided herein are to be processed on an annual basis regardless of the term of the agreement or any renewals hereto.

Stop-DWI 2014-2016
Police and Court

This agreement is executed by the COUNTY pursuant to a resolution adopted by the Legislature of the County of Erie at its meeting held on December 3, 2013 and by the MUNICIPALITY pursuant to a resolution of its governing body adopted at a meeting of said governing body held on _____, a certified copy of the MUNICIPALITY'S resolution being annexed hereto as Appendix "C":

TOWN OF WEST SENECA

County of Erie

By: _____

By: _____

Sheila A. Meegan, SUPERVISOR

Mark C. Poloncarz/Richard Tobe
Erie County Executive/Deputy County Executive

APPROVED AS TO CONTENT:

By: ELECTRONICALLY SIGNED
John Glascott, Commissioner
Erie County Central Police Services

By: _____
John F. Sullivan
STOP-DWI Coordinator

APPROVED AS TO FORM:

By: ELECTRONICALLY SIGNED
Gregory Kammer
Assistant County Attorney

Document No. _____

Date: _____