

24-B HELD OVER PUBLIC HEARING

1. (continued)

Dale Clarke questioned if this is the same property that was rejected years ago when People Inc. proposed a project, and if so, how this project could be approved if they face the same sewer issues.

Supervisor Meegan responded this project will address the sewer issues with the infrastructure where the People Inc. project did not. People Inc. was not willing to invest in correcting the sewer issues. Since that project was proposed the town has also invested \$30 million in sliplining to correct sewer issues.

Mr. Hopkins stated Chris Wood of Carmina Wood & Morris did a preliminary study and determined there is sanitary sewer capacity and adequate downstream capacity. Additionally, the current project is subject to the DEC's requirements for inflow and infiltration at a 4:1 ratio which did not exist at the time of the People Inc. project.

Councilman Hart questioned how the sewer lines will be maintained. Mr. Hopkins explained that all infrastructure will be owned and maintained by the homeowner's association and a certain amount of funds must be set aside every year for improvements in the future.

Councilman Hanley questioned the type of sewer system to be used. Mr. Hopkins stated the goal is for it to be a regular gravity based sanitary sewer system unless the topography does not allow for it.

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 Special Permit for property located at 4592 Seneca Street, as more specifically described in the attached "Metes and Bounds Legal Description" ("Subject Property"), changing its classification from R-50 to R-50(S), for 31 detached single family patio homes with attached garages and 14 two-unit townhomes (28 dwelling units) (the "Project"),

24-B HELD OVER PUBLIC HEARING

1. (continued)

- 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 identified potential environmental impacts utilizing the criteria specified in 6 NYCRR 617.7(c); and

WHEREAS, upon review of Parts I and II of the EAF and documentation and plans submitted by the applicant in connection with the review of the Project, the Town Board has not identified any potentially significant adverse environmental impacts associated with the proposed use of the Subject Property, has determined that the preparation of an Environmental Impact Statement is not necessary and that the issuance of a Negative Declaration is therefore appropriate; and

WHEREAS, the Planning Board adopted a resolution recommending the grant of the Special Permit and approval of the Project conditioned upon: 1) obtaining the required variances, and 2) maintenance of a 100' permanent buffer on the north border of the Subject Property; and

WHEREAS, the Applicant has obtained the required variances for the Project from the Zoning Board of Appeals; and

WHEREAS, the current Site Plan provides a 100' permanent buffer on the north side of the Subject Property that includes a berm with landscaping and the permanent open space buffer will be subject to a declaration of restrictions to be recorded at the Erie County Clerk's Office; and

WHEREAS, pursuant to the Town Code, the Town Board further finds that the granting a Special Permit for the Subject Property to allow for the Project is consistent with the applicable special use criteria contained in the Town Code, appropriate for the location and will not adversely affect surrounding properties; now, therefore, be it

RESOLVED, that pursuant to 6 NYCRR 617.7(a), the Town Board does hereby adopt a Negative Declaration with respect to the Project based on its determination that the Project will not result in any potentially significant adverse environmental impacts; and be it further

RESOLVED, that the Town Board hereby grants a Special Permit for the Project conditioned upon the maintenance and permanent preservation of a 100' open space buffer on the north border of the Subject Property that will be subject to a Declaration of Restrictions to be recorded at the Erie County Clerk's Office.

Ayes: All

Noes: None

Motion Carried
APPENDICES

24-C COMMUNICATIONS

1. Supervisor Meegan re Extension of leaves of absence

Motion by Supervisor Meegan, seconded by Councilman Hanley, to grant the following an extension of their existing leave of absence through and including January 2, 2018:

Jacqueline Felser - Senior Clerk Stenographer
Matthew English - Motor Equipment Operator
John Gullo - Fire Inspector

and authorize the Supervisor to complete and sign the necessary forms for Erie County Personnel.

Ayes: All Noes: None Motion Carried

2. Town Attorney re Approval of White Collar Contract

Motion by Supervisor Meegan, seconded by Councilman Hanley, to approve the attached Collective Negotiations Settlement Memorandum between the Town of West Seneca and Town of West Seneca CSEA White Collar Unit.

Ayes: All Noes: None Motion Carried
APPENDICES

- 3-5. Town Engineer re Application for street lighting service – Camelot Square Part III Subdivision, Clearview Estates Subdivision and Veronica Estates Subdivision

Motion by Supervisor Meegan, seconded by Councilman Hanley, to authorize the Supervisor to sign the attached new street lighting service applications for Camelot Square Part III Subdivision, Clearview Estates Subdivision and Veronica Estates Subdivision.

Ayes: All Noes: None Motion Carried
APPENDICES

6. Highway Sup't. re Title change for Joseph Wasziewic to Sewer Maintenance Worker

Motion by Supervisor Meegan, seconded by Councilman Hanley, to terminate Joseph Wasziewic as Sanitation Motor Equipment Operator and appoint him Sewer Maintenance Worker, Group 2, Step 1, at a rate of \$20.80 per hour effective December 12, 2016 and authorize the Supervisor to complete and sign the necessary forms for Erie County Personnel.

Ayes: All Noes: None Motion Carried

24-C COMMUNICATIONS

- | | |
|--|---|
| 7. Highway Sup't. re Budgetary transfer request | Motion by Supervisor Meegan, seconded by Councilman Hart, to authorize transfer of \$50,000 from line 002.5110.0497 General Repairs Blacktop Paving to line 002.5130.0493 Machinery Parts to cover invoices. |
| | Ayes: All Noes: None Motion Carried |
| 8. Highway Sup't. re Budgetary transfer request | Motion by Supervisor Meegan, seconded by Councilman Hanley, to authorize transfer of \$7,500 from line 001.8160.0416 Refuse & Garbage – Gasoline to line 001.8560.0484 Tree Maintenance Consultants and Replacement to cover invoices. |
| | Ayes: All Noes: None Motion Carried |
| 9. Chief Denz re Resignation of part-time Public Safety Dispatcher Thomas Cooper | Motion by Supervisor Meegan, seconded by Councilman Hart, to accept the resignation of part-time Public Safety Dispatcher Thomas Cooper effective December 13, 2016 and authorize the Supervisor to complete and sign the necessary forms for Erie County Personnel. |
| | Ayes: All Noes: None Motion Carried |
| 10. Town Clerk re Status change for part-time clerks to seasonal | Motion by Supervisor Meegan, seconded by Councilman Hanley, to change the status of part-time clerks Margaret Pomana and Ellen Zawodzinski to part-time seasonal effective January 3 – February 24, 2017 and authorize the Supervisor to complete and sign the necessary forms for Erie County Personnel. |
| | Ayes: All Noes: None Motion Carried |
| 11. Senior Code Enforcement Officer re New York State Land Bank Act Resolution | Motion by Supervisor Meegan, seconded by Councilman Hart, to adopt the attached resolution requesting the Buffalo Erie Niagara Land Improvement Corporation (BENLIC) acquire the five properties as listed. |

24-C COMMUNICATIONS

11. (continued)

On the question, Senior Code Enforcement Officer John Gullo explained BENLIC hires and funds contractors to renovate and repair the properties at no cost to the town. When the homes are ready to be sold to new owners the town will pay a small fee to have them added back to the tax roll.

Ayes: All

Noes: None

Motion Carried
APPENDICES

12. Finance Department re
Budget amendment request

Motion by Supervisor Meegan, seconded by Councilman Hanley, to amend the adopted 2016 General Fund budget as follows: increase revenue line 001.0001.2705 Donations by \$14,469.29 and increase expense line 001.7140.0149 salaries of part-time (Payroll costs for Youth Theatre) by \$14,469.29 to appropriately account for revenues and expenditures.

Ayes: All

Noes: None

Motion Carried

13. Youth Service Coordinator re
Approval of "Over 30 Hockey
Program" for winter 2017

Motion by Supervisor Meegan, seconded by Councilman Hanley, to approve the attached "Over 30 Hockey Program" noting program/event dates are subject to change or cancellation depending on facility usage, weather, program enrollment and various other factors.

Ayes: All

Noes: None

Motion Carried
APPENDICES

24-D REPORTS

- Jacqueline A Felser, Town Clerk's report for November 2016 received and filed.

24-E 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 - \$247,939.00; Highway Fund - \$29,300.79; Special Districts - \$34,726.26; Capital Fund - \$693,173.71 (vouchers 96466-97549) Trust - \$273,906.61 (vouchers 97467-97485)

Ayes: All

Noes: None

Motion Carried

EXHIBIT D OF SPECIAL USE
PERMIT APPLICATION

**Metes and Bounds Legal Description of
4592 Seneca Street - Town of West Seneca**

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, 54.8 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 1514.39 feet to the northwest corner of lands of Lisa Marie Dulack by Deed recorded in the Erie County Clerk's Office in Liber 11229 of Deeds at page 5233; thence easterly along the north line of lands so conveyed to Dulack by Deed aforesaid 45.00 feet to the northeast corner thereof; thence southerly along the east line of lands of Dulack, 209.05 feet to the centerline of Seneca Street; thence easterly along the centerline of Seneca Street, 212.45 feet deed and 207.41 feet measured to the point of beginning.

Agency Use Only [If applicable]

Project:

Date:

*Short Environmental Assessment Form
Part 2 - Impact Assessment*

Part 2 is to be completed by the Lead Agency.

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Agency Use Only [If applicable]

Project:

Date:

Short Environmental Assessment Form
Part 3 Determination of Significance

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

<input type="checkbox"/> Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.	
<input checked="" type="checkbox"/> Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.	
<u>Town of West Seneca</u> Name of Lead Agency	<u>12/19/16</u> Date
<u>[Signature]</u> Print or Type Name of Responsible Officer in Lead Agency	<u>Supervisor</u> Title of Responsible Officer
<u>[Signature]</u> Signature of Responsible Officer in Lead Agency	<u>John J. Fenz, Esq.</u> Signature of Preparer (if different from Responsible Officer)

PRINT FORM

COLLECTIVE NEGOTIATIONS SETTLEMENT MEMORANDUM

The Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO on behalf of the CSEA Town of West Seneca White Collar Unit (hereinafter referred to as “The Union”) and the Town of West Seneca (hereinafter referred to as “The Town”) were parties to a collective negotiation which took place over the several months preceding date of this Memorandum. The parties’ negotiating teams have reached a Tentative Agreement for a new collective bargaining agreement which they desire to record in this Memorandum.

The new collective bargaining agreement will include the terms of the expired collective bargaining agreement between the Union and the Town as modified by the terms of the attached Tentative Agreements.

1. DURATION

Modify Cover Page and all other applicable Article and Sections of the Collective Bargaining Agreement to reflect a contract duration of January 1, 2016 through December 31, 2021.

2. RECOGNITION

Modify Article 1 – “RECOGNITION”, Section 1.1 – “Unit” as follows:

“The Board recognizes the CSEA as the sole and exclusive representative for the purpose of collective bargaining in respect to wages, hours and all the terms and conditions of employment for all the employees whose job classifications appear in schedules attached hereto and all other full time White Collar employees of the Town of West Seneca excluding therefrom all members of the Police Department, Department Heads, Elected Officials, all part time employees, temporary employees hired on a seasonal basis, Town Attorneys, Town Engineer, Deputy Town Comptroller, Secretary to the Supervisor, Superintendent of Buildings and Grounds, Recreation Director, SeniorCode Enforcement Officer (Managerial/Confidential Department Head), Plumbing Inspector, Sole Assessor IV, Dog Control Officer, Peer Counselor, Clerks to the Justice Court, Bookkeeper to the Supervisor, and all Blue Collar Job Classifications. Such recognition shall extend to the maximum period allowed by law.”

3. HOURS OF WORK

Modify Article 4 – “WORKDAY, WORKWEEK, AND OVERTIME”, Section 4.3

– “Hours of Work” , Subsection (a) of the collective bargaining agreement as follows:

“The hours of work for all employees covered under this contract, except employees in the Department of Engineering, Public Safety Dispatchers, employees in the Highway Department and employees in the Police Department and employees of the Finance Department Computer Room Clerk Typists and employees of the Sewage Treatment Plant, shall be 9:00 a.m. to 5:00 p.m., Monday through Friday with a one (1) hour lunch break within each work day between the hours of 11:00 a.m. and 2:00 p.m. as determined by the Department Head.

All employees of the Engineering Department and the Finance Department Police Computer Room Clerk Typists covered under this contract shall work from 8:00 a.m. to 4:00 p.m., Monday through Friday with a one (1) hour lunch break within each workday between the hours of 11:00 a.m. and 2:00 p.m. as determined by the Department Head.

Each employee working in the Highway Department who is covered under this contract shall work from 7:30 a.m. to 3:00 p.m., Monday through Friday with a one-half (1/2) hour lunch break within each workday between the hours of 11:00 a.m. and 2:00 p.m. as determined by the Department Head.

~~Employees of the Sewage Treatment Plant covered under this contract shall work between 7:00 a.m. and 3:30 p.m., Monday through Friday with a one-half (1/2) hour lunch break within each workday.~~

Senior Clerk Typists and Clerk Typists in the Police Department covered by this contract shall work from 7:30 a.m. to 3:30 p.m., Monday through Friday, with a one (1) hour lunch break between the hours of 11:00 a.m. and 2:00 p.m. as determined by the Department Head. The Senior Police Clerk shall work from 8:00 a.m. to 4:00 p.m. with a one (1) hour lunch break between the hours of 11:00 a.m. and 2:00 p.m. as determined by the Department Head.”

Modify Article 4 – “WORKDAY, WORKWEEK, AND OVERTIME”, Section 4.11 – “Work Hours Defined” of the collective bargaining agreement as follows:

“For purposes of the provisions of this Article in computing overtime liability, "hours of work" shall be deemed to mean hours actually worked by the employees. Any paid absence shall be deemed to be eight (8) ~~seven (7)~~ hours of work, except holidays for Public Safety Dispatchers paid benefit days for employees who work forty (40) hours per week shall be deemed to be eight (8) hours of work.”

Modify Article 4 – “WORKDAY, WORKWEEK, AND OVERTIME”, Section 4.14 – “Compensatory Time” of the collective bargaining agreement as follows:

“Employees may elect compensatory time off, at time and one-half rate, in lieu of an overtime payment. Employees may not accrue more than ten (10) days of compensatory time to their bank at any given time. To receive such time off, there must be mutual agreement between the employee and the Department Head. If there is no agreement, the Town will pay the overtime at the rate of overtime payment contained in this Agreement.”

Modify Article 4 – “WORKDAY, WORKWEEK, AND OVERTIME”, Section 4.16 – “Shoe Allowance” of the collective bargaining agreement as follows:

“The Town of West Seneca will allow the ~~four (4)~~ full-time employees of the Engineering Department and Code Enforcement Department~~White Collar Laborers employed in Sewer Maintenance and the Chief Sewer Plant Operator~~ a ~~seventy five dollar (\$75.00)~~ one hundred dollars (\$100.00) per year shoe allotment upon submission of a paid receipt for an approved shoe. Any employee who receives this shoe allowance, shall be required to wear an approved safety shoe as a condition of employment.”

4. LABOR MANAGEMENT COMMITTEE

Modify Article 5 – “Productivity”, Section 5.2 – “Labor Management” of the collective bargaining agreement as follows:

“(a) The Employer and the Union agree to establish a Labor Management Committee which will meet at least ~~bi-monthly~~regularly to consider among other pertinent items, methods of improving working and safety conditions and general Labor Management matters. This Committee will also work to give consideration to potential or existing employees' grievances and to joint Labor Management problems which may involve operating procedure and policies affecting the conduct of the Employer's business.

(b) The Labor Management Committee will meet at a ~~convenient~~mutually agreed upon~~time and~~ location and the employee members will be paid only for their regularly scheduled hours of work so long as they are scheduled to be working at the time these meetings are held. The Union agrees that the employee members of this Committee shall be limited to a maximum of three (3). The Employer will not be liable for any expenses incurred by the Committee Members.”

5. HOLIDAYS

Modify Article 6 – “Holidays” – Section 6.2 – Paid Holidays” of the collective bargaining agreement as follows:

“All full-time employees shall be entitled to the following paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Election Day*
Good Friday	Veterans' Day
Memorial Day	Thanksgiving Day
Independence Day	Day after Thanksgiving
Christmas Day	

Except for Public Safety Dispatchers, if any such holiday shall fall on a Saturday, the preceding Friday shall be observed as such holiday. If any such holiday shall fall on a Sunday, the following Monday shall be observed as such holiday. Holiday observance for Public Safety Dispatchers shall be on the actual day the holiday falls.

*** Beginning in 2017, Election Day shall no longer be recognized as a paid holiday under this Section. However, all bargaining unit employees shall receive one (1) floating holiday. Approval of the use of the floating holiday shall be governed by the same rules as the use of personal leave. This shall in no way effect Public Safety Dispatchers holiday pay as stipulated in Section 6.5 of this Agreement.**

Modify Article 6 – “Holidays”, Section 6.2 – “Before and After Holidays” of the collective bargaining agreement as follows:

“Any full-time employee, except Public Safety Dispatchers, who fails to report for and perform his scheduled or assigned work on the last working day before a holiday ~~or~~ and on the first working day following the holiday shall be ineligible to be paid for the un-worked holiday, unless such a holiday falls within a regular scheduled vacation period or unless the employee is off due to illness or injury for which he shall be required to produce verification for said absence or as authorized by the Department Head the employee is absent as a result of pre-approved benefit time. (Continue with remainder of existing section)”

6. VACATIONS

Modify Article 7 – “Vacations”, Section 7.2 – “Vacation Entitlement” of the collective bargaining as follows:

“A full time employee who has completed the years of continuous service indicated in the following table in any calendar year shall receive a paid vacation corresponding to such years of service as shown in the following table:

YEARS OF SERVICE	WEEKS OF VACATION
After completion of 1 year	1 week

After completion of 3 years	2 weeks
After completion of 5 years	3 weeks
After completion of 10 years	4 weeks
After completion of 18 years	5 weeks
After completion of 21 years	5 weeks + 1 day
After completion of 22 years	5 weeks + 2 days
After completion of 23 years	5 weeks + 3 days
After completion of 24 years	5 weeks + 4 days
After completion of 25 years	6 weeks

Full time employees hired after March 18, 2011, who have completed the years of continuous service indicated in the following table in any calendar year shall receive a paid vacation corresponding to such years of service as shown in the following table:

YEARS OF SERVICE	WEEKS OF VACATION
After completion of 1 year	1 week
After completion of 3 years	2 weeks
After completion of 8 years	3 weeks
After completion of 15 years	4 weeks
After completion of 16 years	4 weeks 1 day
After completion of 17 years	4 weeks 2 days
After completion of 18 years	4 weeks 3 days
After completion of 19 years	4 weeks 4 days
After completion of 20 years	5 weeks

An employee on Workers' Compensation or sick bank leave for an entire calendar month shall have his or her vacation accrual for that year reduced by 1/12 for each such calendar month absent.

In a year in which an employee reaches an anniversary which corresponds with entitlement to vacation, the employee shall be credited with the additional vacation time in the pay period in which the anniversary falls.

Note: A "week" in the vacation schedule is thirty-five (35) or forty (40) hours in the case of an employee who is normally scheduled to work forty (40) hours in a week."

7. LONGEVITY

Modify Article 8 – "Longevity", Section 8.1 – "Longevity Pay" of the collective

bargaining agreement as follows:

~~“Each employee hired on or before March 18, 2011 shall be entitled to non-cumulative longevity pay in addition to their regular pay, which shall be paid to the employee as part of his salary. Longevity pay shall be paid in a lump sum to the employee within a thirty (30) day period of his anniversary date:~~

YEARS OF SERVICE	AMOUNT
After 5 years of service	\$ 700.00 <u>900.00</u>
After 10 years of service	\$ 750.00 <u>950.00</u>
After 15 years of service	\$ 950.00 <u>1,150.00</u>
After 20 years of service	\$1,100.00 <u>1,300.00</u>
After 25 years of service	\$1,200.00 <u>1,400.00</u>

~~Employees hired after March 18, 2011 shall be entitled to non-cumulative longevity pay in addition to their regular pay, which shall be paid to the employee as part of his salary. Longevity pay shall be paid in a lump sum to the employee within a thirty (30) day period of his anniversary date:~~

YEARS OF SERVICE	AMOUNT
After 15 years of service	\$ 475.00
After 20 years of service	\$ 550.00
After 25 years of service	\$ 600.00

8. DEATH IN THE FAMILY

Modify Article 13 – “Death in the Family”, Section 13.2 – “Immediate Family Defined” of the collective bargaining agreement as follows:

“ (a) Immediate family for the purpose of Section 13.1 shall be deemed to include husband, wife, significant other residing in the employee's household, son, daughter, mother, father, brother, sister, grandfather, grandmother, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or any relative permanently residing in the personal household in which the employee permanently resides.

(b) Each employee shall be excused from regularly scheduled work for one (1) day to attend the funeral/memorial service for the employee's aunt or uncle.”

9. HEALTH INSURANCE

Modify Article 15 – “Health and Welfare”, Section 15.2 – “Employee

Contributions – Point of Service (POS) Option” of the collective bargaining agreement as follows:

~~“A. Employees hired prior to January 1, 2007: The Town will pay one hundred percent (100%) of the cost of the experience rated Point of Service (POS) plan, whether single or family.~~

~~B. Employees hired on or after January 1, 2007: Employees will be required to pay twenty percent (20%) of the premium cost for their first five (5) years of employment and fifteen (15%) of the premium cost for the sixth (6th) through tenth (10th) years of employment. Effective January 1, 2017, once the employee completes ten (10) years of Town service, the Employee shall contribute \$34.62 per pay period for a family plan, and \$23.08 per pay period for a single plan. All Employee health insurance premium contributions shall be deducted on a pre-tax basis. Town shall pay one hundred (100%) percent of the premium cost, whether single or family.”~~

Modify Article 15 – “Health and Welfare”, Section 15.3 – “Employee Contributions – BC/BS Experience Rated Traditional Option” of the collective bargaining agreement as follows:

~~“A. Employees hired prior to January 1, 1994 2007: The Town will pay one hundred percent (100%) of the cost of the BC/BS experience rated Traditional Option, whether single or family. Effective January 1, 2017, Employees selecting Traditional coverage shall contribute \$69.23 per pay period for family coverage, and \$34.62 per pay period for single coverage. All Employee health insurance premium contributions shall be deducted on a pre-tax basis.~~

~~B. Employees hired on or after January 1, 1994 but prior to January 1, 2007: Employees selecting Traditional coverage shall be required to pay the full difference in the premium cost of the plan selected and the Town's share of the premium cost of the POS Plan.~~

~~C. B. Employees hired on or after January 1, 2007: Employees shall not be allowed to elect coverage under the Traditional Plan.~~

~~1. Traditional Coverage - Special Circumstances: Request of any employee to move to BC/BS Experience Rated Traditional Plan coverage will be granted for serious medical conditions other than provided by a POS or PPO. Section 15.3.A. shall apply. The Town Comptroller will review these requests on a case-by-case basis. If the employee does not agree, the matter may be submitted as a grievance pursuant to Article 24 of the collective bargaining agreement.”~~

10. DENTAL INSURANCE

Modify Article 15 – “Health and Welfare”, Section 15.5 – “Optical and Dental Coverage” of the collective bargaining agreement as follows:

“The Town will purchase the CSEA-EBF (family coverage at the composite rate) Optical (Platinum 12) and Dental (Sunrise) Plans at no cost to employees. The Town will purchase the CSEA EBF (family coverage at the composite rate) Platinum 12 Optical Plan at no cost to employees.”

11. HEALTH INSURANCE UPON RETIREMENT

Modify Article 15 – “Health and Welfare”, Section 15.6 – “Health Insurance Upon Retirement” of the collective bargaining agreement as follows:

“Employees who retire after January 1, 2006 with a New York State service or disability pension shall have the option of participating in a health insurance plan upon retirement. The foregoing shall apply to retirees who retire after the age of 55, except for employees who receive New York State Disability Retirement who shall be eligible upon their approved retirement.

Prior to reaching age sixty-five (65), a retiree shall have the option of participating in a Point of Service (POS) Plan provided for in this agreement at no cost to the retiree, whether single or family plan. Employees hired after (insert date of ratification) shall also have this option, but shall be responsible for continuing the same health insurance premium contribution that they are responsible for on their last day of employment prior to retirement. Prior to reaching age sixty-five (65), a retiree shall have the option of participating in the Traditional Plan provided for in this agreement at no cost to the retiree, whether single or family plan, provided he/she was hired prior to January 1, 1994. If the retiree was hired after January 1, 1994 and opts for the Traditional Plan, he/she shall pay one-hundred (100%) percent of the difference in cost of the Point of service (POS) Plan provided for in this agreement. This provision shall be applied prospectively.

A retired member, upon reaching the age 65 years, must avail him/herself of coverage under Medicare Parts A and B in lieu of full coverage under Blue Cross and Blue Shield Traditional Plan or Point of Service (POS) Plan. For those employees who retire after January 1, 2006 and have retiree health insurance through the Town, upon reaching age sixty-five (65), or whatever Medicare eligible age then in effect, the Town will reimburse the retiree for the cost of Medicare Part B for those retirees electing coverage under the BC/BS Senior Blue Point of Service (POS) Plan or the BC/BS Senior Blue Preferred Provider Organization (PPO) Plan. Employees hired after (insert date of ratification) shall not be eligible for reimbursement of the cost of Medicare Part B. The Town will also reimburse the retiree and spouse up to \$1,200 per year for the cost of co-payments and deductibles. This shall become effective when the new BC/BS Senior Blue Plans are offered and selected by the retiree.

When the Summary of Benefits for the BC/BS Senior Blue Point of Service (POS) and BC/BS Preferred Provider Organization (PPO) Plans are formulated, portable and comparable to the current level of benefits, the parties agree to implement supplemental coverage. Once the BC/BS Senior Blue Plan(s) are implemented, any individual who retires after January 1, 2006 shall no longer be eligible to receive the BC/BS POS or BC/BS Traditional coverage. When available, the Town and Union agree to negotiate the impact of the implementation of such plan: in that

negotiations the sole issue shall be the amount that the Town will reimburse for co-payments and deductibles with the potential maximum being \$1,400 per year.

In the event a member is not eligible for Medicare coverage by age 65, the provisions of Section 15.1 shall be provided until such member becomes eligible for Medicare. In the event a member, upon reaching the age 65 years, is not eligible for the BC/BS Senior Blue PPO Plan because he/she resides out-of-state, the Town will reimburse the retiree for the cost of other coverage up to the Town's share of the premium cost of the plan provided to retirees residing in the Town.

It is understood that there will be a three-tier prescription co-payment for the BC/BS experience rated Point of Service (POS) Plan and the BC/BS experience rated Preferred Provider Organization (PPO) for retiree coverage, with a \$5.00 co-payment for generic drugs.

If after an employee has retired and is then able to secure other health insurance coverage equal or superior to the coverage contained herein, at no cost to the retiree, the coverage provided herein shall terminate. If the retiree has availed him/herself of other health insurance coverage, and after retirement said retiree is no longer able to participate in that alternate health care program, or said coverage is either not equal to, or is inferior to, the coverage herein provided, the retiree shall be permitted to return to the group in accordance with the formula established above.”

12. RETIREMENT

Modify Article 18 – “Retirement”, Section 18.1 – “Twenty-Year Retirement” by renaming the Section “New York State and Local Retirement System”, and modifying the remainder of the Section as follows:

“~~The West Seneca Town Board shall continue to~~ participate in the New York State and Local Retirement System and provideriders detailed in the Twenty (20) Year Career Retirement Plan Section 75(i) and Section 41(j) and Section 60(b) as set forth in the New York State Retirement and Social Security Law for each employee covered under this contract. Employees should consult the New York State and Local Retirement System to determine their Tier and benefit structure under the system.”

13. GRIEVANCE PROCEDURE

Modify Article 24 – “Grievance Procedure”, Section 24.2 – “Steps” of the collective bargaining agreement as follows:

“Stage 1: The employee having a grievance will present such grievance through a representative of the CSEA designated for such purpose. Such CSEA representative will then informally discuss the grievance with the Head of the Department in which the employee is employed.

Stage 2: If the grievance is not satisfactorily resolved at Stage 1, the Union may present the grievance in writing to the ~~Department Head~~Human Resources within ~~five (5)~~thirty (30) working calendar days after the aggrieved party knew or should have known of the act and conditions which the alleged grievance is based~~informal conference at Stage 1~~. The ~~Department Head~~Human Resources shall render a decision in writing within five (5) working days thereafter and present two copies of the written decision to the Union.

Stage 3: If the grievance is not satisfactorily resolved at Stage 2, the Union may file an appeal in writing from the decision of the ~~Department Head~~Human Resources with the Town Board five (5) working days after receiving the decisions at Stage 2. The Board, acting through the ~~Supervisor~~Town Attorney, shall hold a ~~hearing on~~meeting to review the grievance within ten (10) working days after receipt of such appeal. The Board shall render a decision in writing within ten (10) working days thereafter and present two copies of the written decision to the CSEA representative.

Stage 4: If the grievance is not satisfactorily resolved at Stage 3, the Union may file a notice with the Board within ten (10) working days after receiving the decision at Stage 3, which notice shall state its desire to submit the grievance to arbitration. Within ten (10) working days after receipt of such notice, the Town and the Union shall agree on a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve. In the event of disagreement as to the selection of an arbitrator, a request for a list of arbitrators will be made to the Public Employee Relations Board by either party. The selected arbitrator shall hear the matter promptly and will issue his decision in writing within thirty (30) days from the date of the hearing. The decision of the arbitrator shall be final and binding on all parties.”

14.SALARY INCREASES

Modify Article 25 – “Salaries”, Section 25.1 “Increases” of the collective bargaining agreement to read as follows:

“Effective January 1, 2016, each employee covered under this contract shall receive an increase in his or her 2015 salary rate of (0.0%). The salary schedule for 2016 is attached hereto as Appendix B. The 2016 salary schedule for employees hired after January 31, 2011 is attached hereto as Appendix B-1.

Effective January 1, 2017, each employee covered under this contract shall receive an increase in his or her 2016 salary rate of (2.5%). The salary schedule for 2016 is attached hereto as Appendix C. The 2016 salary schedule for employees hired after January 31, 2011 is attached hereto as Appendix C-1.

Effective January 1, 2018, each employee covered under this contract shall receive an increase in his or her 2017 salary rate of (2.5%). The salary schedule for 2018 is attached hereto as Appendix D. The 2018 salary schedule for employees hired after January 31, 2011 is attached as Appendix D-1.

Effective January 1, 2019, each employee covered under this contract shall receive an increase in his or her 2018 salary rate of (2.5%). The salary schedule for 2019 is attached hereto as Appendix E. The 2019 salary schedule for employees hired after January 31, 2011 is attached as Appendix E-1.

Effective January 1, 2020, each employee covered under this contract shall receive an increase in his or her 2019 salary rate of (2.5%). The salary schedule for 2020 is attached hereto as Appendix F. The 2020 salary schedule for employees hired after January 31, 2011 is attached as Appendix F-1.

Effective January 1, 2021, each employee covered under this contract shall receive an increase in his or her 2020 salary rate of (2.0%). The salary schedule for 2021 is attached hereto as Appendix F. The 2021 salary schedule for employees hired after January 31, 2011 is attached as Appendix F-1”

15.PUBLIC SAFETY DISPATCHER SHOW-UP PAY

Modify Article 25 – “Salaries”, by adding the following as a new Section 25.3 – “Public Safety Dispatcher Show-Up Pay” of the collective bargaining agreement as follows:

“Effective January 1, 2017, Public Safety Dispatchers shall be required to report fifteen (15) minutes prior to the start of their assigned shift in order to receive a briefing from their outgoing colleague with respect to the status of the on-going emergency Dispatch Center. As such, all Public Safety Dispatchers shall receive fifteen (15) minutes of show-up pay at their normal hourly rate of pay for each shift they’re scheduled.”

16.PUBLIC SAFETY DISPATCHER TRAINING PAY

Modify Article 25 – “Salaries”, by adding the following as a new Section 25.4 – “Public Safety Dispatcher Training Pay” of the collective bargaining agreement as follows:

“Public Safety Dispatchers who are assigned to provide training to a newly hired Public Safety Dispatcher shall be compensated for such duties. Such training pay shall be one (1) hour at a rate of pay of time and one-half (1 ½) for each shift a Public Safety Dispatcher is assigned such training duties.”

17.INCREMENTS

Modify Article 25 – “Salaries”, Section 25.2 – “Increments of the collective bargaining agreement as follows:

“(a) Each employee shall receive an annual increment or step on his or her anniversary date in accordance with the guidelines for the payment of increments as set forth in this Article.

(b) An employee who receives a promotion within the bargaining unit shall move to the first step in the Salary Schedule for the employee’s new job group which affords the employee a raise in salary.”

18. OUT-OF-TITLE WORK

Modify Article 27 – “Out-of-Title Work”, Section 27.1 – “Out-of-Title Work” of the collective bargaining agreement as follows:

“Each employee covered under this contract that is assigned out of title work for a period of ~~three (3)~~ two (2) consecutive working days or more shall receive out of title pay for the duration of the assignment in accordance with the following guidelines: (continue with the remainder of the existing Section)”

19. JOB CLASSIFICATION SCHEDULE

Modify Appendix A – “JOB CLASSIFICATION SCHEDULE” of the collective bargaining agreement as follows:

<u>“GROUP NO#</u>	<u>TITLES WITHIN GROUP</u>
1	Assessment Clerk Clerk
2	Account Clerk Typist Clerk Stenographer Clerk Typist Highway Maintenance Clerk Principal Clerk Recycling Coordinator Telephone Operator
3	<u>Cashier</u> <u>Court Clerk</u> Real Property Appraisal Technician Senior Clerk Senior Clerk Stenographer Senior Clerk Typist
4	Bookkeeper to the Supervisor Legal Stenographer Records Inventory Clerk

	Senior Account Clerk <u>Senior Cashier</u> <u>Senior Police Clerk</u>
5	Account Clerk- Mini Computer Operator White Collar Laborer
7	Sewage Treatment Plant Operator <u>Housing Inspector</u>
7A	Engineering Aide Public Safety Dispatchers Sewer Inspector
8	Chief Sewage Treatment Plant Operator Director of Senior Services Recreation Supervisor <u>Senior Recreational Therapist of Senior Services</u>
8A	Senior Public Safety Dispatcher
9	Assistant Plumbing Inspector Engineering Draftsman Fire Inspector Senior Engineering Assistant
10	Real Property Appraiser
10A	
11	Assistant Code Enforcement Officer Principal Engineering Assistant <u>Electrical Inspector</u>
12	Code Enforcement Officer
13	Senior Recreational Therapist of Senior Services, Recreation and Youth

It is understood that any job titles heretofore appearing in the job title schedules or elsewhere in this Agreement that are recreated in the future by the Town will be placed in the same salary grade that they had been in at the time of their removal.”

20.SALARY SCHEDULES

Prior to the application of negotiated across the board wage increases contained in, modify the Post January 31, 2011 Salary Schedule to the following:

Group	Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
1		\$ 26,872.88	\$ 28,750.01	\$ 30,627.14	\$ 32,504.27	\$ 34,381.39	\$ 36,258.52	\$ 38,135.65
2		\$ 28,926.25	\$ 31,005.36	\$ 33,084.46	\$ 35,163.57	\$ 37,242.67	\$ 39,321.78	\$ 41,400.88
3		\$ 33,168.63	\$ 35,507.28	\$ 37,845.92	\$ 40,184.57	\$ 42,523.22	\$ 44,861.86	\$ 47,200.51
4		\$ 35,699.88	\$ 38,292.92	\$ 40,885.97	\$ 43,479.01	\$ 46,072.05	\$ 48,665.10	\$ 51,258.14
5		\$ 39,513.45	\$ 42,377.10	\$ 45,240.75	\$ 48,104.40	\$ 50,968.04	\$ 53,831.69	\$ 56,695.34
7		\$ 40,145.77	\$ 43,027.88	\$ 45,909.98	\$ 48,792.09	\$ 51,674.19	\$ 54,556.30	\$ 57,438.40
7A		\$ 40,534.03	\$ 43,412.64	\$ 46,291.25	\$ 49,169.86	\$ 52,048.48	\$ 54,927.09	\$ 57,805.70
8		\$ 43,622.52	\$ 46,895.78	\$ 50,169.03	\$ 53,442.29	\$ 56,715.55	\$ 59,988.80	\$ 63,262.06
8A		\$ 43,861.75	\$ 47,104.50	\$ 50,347.25	\$ 53,590.00	\$ 56,832.74	\$ 60,075.49	\$ 63,318.24
9		\$ 49,158.40	\$ 52,811.47	\$ 56,464.55	\$ 60,117.62	\$ 63,770.69	\$ 67,423.77	\$ 71,076.84
10		\$ 50,004.96	\$ 53,829.12	\$ 57,653.28	\$ 61,477.45	\$ 65,301.61	\$ 69,125.77	\$ 72,949.93
10A		\$ 54,419.36	\$ 58,535.27	\$ 62,651.19	\$ 66,767.10	\$ 70,883.01	\$ 74,998.93	\$ 79,114.84
11		\$ 58,833.78	\$ 63,241.45	\$ 67,649.12	\$ 72,056.80	\$ 76,464.47	\$ 80,872.14	\$ 85,279.81
12		\$ 61,453.91	\$ 66,064.49	\$ 70,675.07	\$ 75,285.66	\$ 79,896.24	\$ 84,506.82	\$ 89,117.40
13		\$ 69,135.51	\$ 71,681.79	\$ 74,228.06	\$ 76,774.34	\$ 79,320.62	\$ 81,866.89	\$ 84,413.17

Effective January 1, 2017, it is understood that the affected post January 31, 2011 employees shall move to the step/increment that represents an increase in salary immediately, and shall then move through the steps/increments on the Employees respective anniversary date annually within their respective Job Group until reaching Step 7/Full Job Grade.

Upon initial appointment, employees shall start at Step 1 of the Salary Schedule.”

The terms of the new agreement, as hereinabove described, shall not become final and binding on the parties until both of the following have occurred:

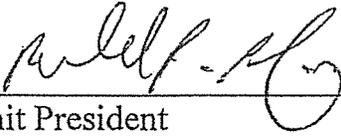
- (a) The Union has delivered notice to the Supervisor of the Town that the membership of the Union, acting in conformance with all applicable rules of the Union, has approved the terms of the new agreement.
- (b) After receipt of the notice referred to in (a) above, the Town Board has approved the terms of the new agreement.

The undersigned representatives of the parties and the respective negotiating teams of the parties each and all agree to urge their respective principals to give, as promptly as practicable, the approvals referred to in subparagraphs (a) and (b) above.

As soon as practicable after the approvals referred to in the preceding paragraph have been given, a new written agreement containing the terms as hereinabove set forth shall be prepared and executed by authorized representatives of the Union and the Town.

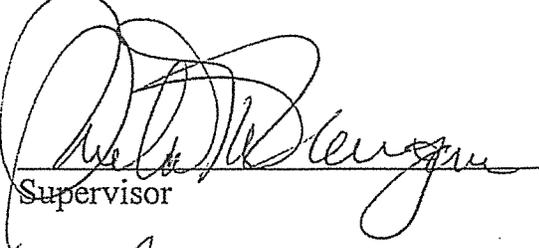
IN WITNESS WHEREOF, the duly authorized representatives of the parties have signed their names below this 5th day of December of 2016.

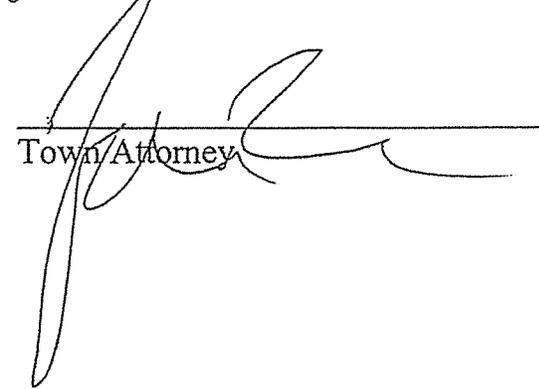
FOR THE UNION


Unit President


Labor Relations Specialist

FOR THE TOWN


Supervisor


Town Attorney

APPLICATION FOR NEW STREET LIGHTING SERVICE

Date: 12/19/2016

The Town of West Seneca, Erie County New York, (hereinafter called "Customer"), pursuant to the attached authorization hereby applies to NEW YORK STATE ELECTRIC & GAS CORPORATION (herein after called "Corporation"), to provide streetlight service along the streets, roads, highways and other public places in Camelot Square Part III Subdivision.

Upon acceptance by the Corporation, this Application will constitute an Agreement for the furnishing of street lighting service to the Schedule of Facilities requested or designated by Customer in accordance with the terms, conditions and rates set forth in Service Classification 4 of the Corporation's Electric Rate Schedule P.S.C. No. 121 or superseding issues thereof, as filed with the Public Service Commission of the State of New York. This contract will be effective 12/19/2016, for an initial period of five years (including prior periods under contract) and thereafter until canceled by either party upon 120 days' written notice to the other party of its desire to terminate this contract.

Service Classification No. 4 of P.S.C. No. 121, as now in effect, is attached hereto and made a part hereof.

The Customer shall pay for service for the facilities installed or to be installed at the effective date hereof, as shown on the Schedule of Facilities, attached hereto. Whenever the facilities installed to render the service are subsequently replaced, increased or decreased, as provided in the Service Classification, the customer billings shall be modified to appropriately reflect these changes as denoted with an asterisk on the Customer's monthly bill. For contracts providing service to Customer owned facilities, it shall be the responsibility of the Customer to notify the Corporation of changes to the Customer owned facilities as set forth in Special Provision A of Service Classification No. 2 or Special Provision 2.c of Service Classification No. 4 of P.S.C. 121- Electricity, or superseding issues thereof.

All previous agreements between the parties or their predecessors covering all or a portion of the service provided for in this application will terminate on the effective date of this application, except that the obligation of the Customer to pay for service theretofore rendered under any such prior agreements shall survive.

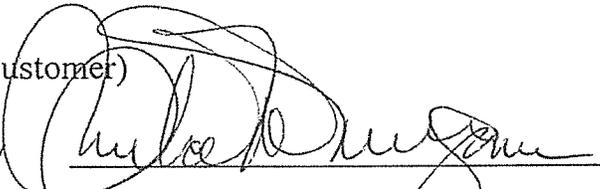
The Customer's address for billing purposes is:

Town of West Seneca
1250 Union Road
West Seneca, NY 14224

(Customer)

By

Title


TOWN SUPERVISOR

Attest:

By

Title

ACCEPTED:

NEW YORK STATE ELECTRIC & GAS CORPORATION

Date

By

Title

SCHEDULE OF FACILITIES

Under Application for Street Lighting Service Agreement dated, 12/19/2016.

With

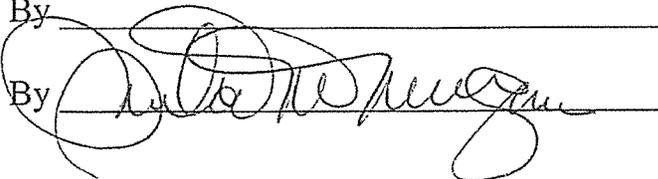
Town of West Seneca
(Customer)

Camelot III Lighting District
(Lighting District)

<u>S.C. No.</u>	<u>Quantity</u>	<u>Facility</u>
4	16	Camelot Square Part III Subdivision

Date _____

By _____ Corporation Representative

By  _____ Customer Representative

APPLICATION FOR NEW STREET LIGHTING SERVICE

Date: 12/19/2016

The Town of West Seneca, Erie County New York, (hereinafter called "Customer"), pursuant to the attached authorization hereby applies to NEW YORK STATE ELECTRIC & GAS CORPORATION (herein after called "Corporation"), to provide streetlight service along the streets, roads, highways and other public places in Clearview Estates Subdivision.

Upon acceptance by the Corporation, this Application will constitute an Agreement for the furnishing of street lighting service to the Schedule of Facilities requested or designated by Customer in accordance with the terms, conditions and rates set forth in Service Classification 4 of the Corporation's Electric Rate Schedule P.S.C. No. 121 or superseding issues thereof, as filed with the Public Service Commission of the State of New York. This contract will be effective 12/19/2016, for an initial period of five years (including prior periods under contract) and thereafter until canceled by either party upon 120 days' written notice to the other party of its desire to terminate this contract.

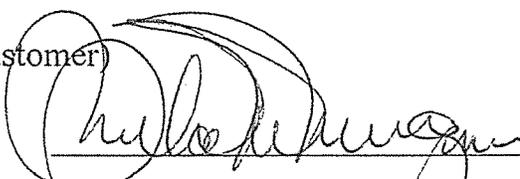
Service Classification No. 4 of P.S.C. No. 121, as now in effect, is attached hereto and made a part hereof.

The Customer shall pay for service for the facilities installed or to be installed at the effective date hereof, as shown on the Schedule of Facilities, attached hereto. Whenever the facilities installed to render the service are subsequently replaced, increased or decreased, as provided in the Service Classification, the customer billings shall be modified to appropriately reflect these changes as denoted with an asterisk on the Customer's monthly bill. For contracts providing service to Customer owned facilities, it shall be the responsibility of the Customer to notify the Corporation of changes to the Customer owned facilities as set forth in Special Provision A of Service Classification No. 2 or Special Provision 2.c of Service Classification No. 4 of P.S.C. 121- Electricity, or superseding issues thereof.

All previous agreements between the parties or their predecessors covering all or a portion of the service provided for in this application will terminate on the effective date of this application, except that the obligation of the Customer to pay for service theretofore rendered under any such prior agreements shall survive.

The Customer's address for billing purposes is:

Town of West Seneca
1250 Union Road
West Seneca, NY 14224

(Customer)
By 
Title Town Supervisor

Attest:
By _____
Title _____

ACCEPTED:
NEW YORK STATE ELECTRIC & GAS CORPORATION

Date _____
By _____
Title _____

SCHEDULE OF FACILITIES

Under Application for Street Lighting Service Agreement dated, 12/19/2016.

With

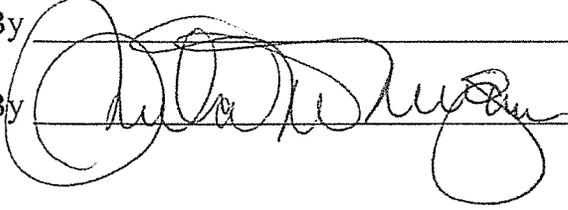
Town of West Seneca
(Customer)

Clearview Estates Lighting District
(Lighting District)

<u>S.C. No.</u>	<u>Quantity</u>	<u>Facility</u>
4	21	Clearview Estates Subdivision

Date _____

By _____ Corporation Representative

By  Customer Representative

APPLICATION FOR NEW STREET LIGHTING SERVICE

Date: 12/19/2016

The Town of West Seneca, Erie County New York, (hereinafter called "Customer"), pursuant to the attached authorization hereby applies to NEW YORK STATE ELECTRIC & GAS CORPORATION (herein after called "Corporation"), to provide streetlight service along the streets, roads, highways and other public places in Veronica Estates Subdivision.

Upon acceptance by the Corporation, this Application will constitute an Agreement for the furnishing of street lighting service to the Schedule of Facilities requested or designated by Customer in accordance with the terms, conditions and rates set forth in Service Classification 4 of the Corporation's Electric Rate Schedule P.S.C. No. 121 or superseding issues thereof, as filed with the Public Service Commission of the State of New York. This contract will be effective 12/19/2016, for an initial period of five years (including prior periods under contract) and thereafter until canceled by either party upon 120 days' written notice to the other party of its desire to terminate this contract.

Service Classification No. 4 of P.S.C. No. 121, as now in effect, is attached hereto and made a part hereof.

The Customer shall pay for service for the facilities installed or to be installed at the effective date hereof, as shown on the Schedule of Facilities, attached hereto. Whenever the facilities installed to render the service are subsequently replaced, increased or decreased, as provided in the Service Classification, the customer billings shall be modified to appropriately reflect these changes as denoted with an asterisk on the Customer's monthly bill. For contracts providing service to Customer owned facilities, it shall be the responsibility of the Customer to notify the Corporation of changes to the Customer owned facilities as set forth in Special Provision A of Service Classification No. 2 or Special Provision 2.c of Service Classification No. 4 of P.S.C. 121- Electricity, or superseding issues thereof.

All previous agreements between the parties or their predecessors covering all or a portion of the service provided for in this application will terminate on the effective date of this application, except that the obligation of the Customer to pay for service theretofore rendered under any such prior agreements shall survive.

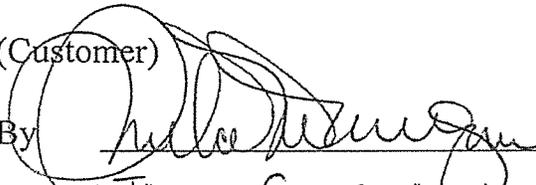
The Customer's address for billing purposes is:

Town of West Seneca
1250 Union Road
West Seneca, NY 14224

(Customer)

By

Title


Town Supervisor

Attest:

By

Title

ACCEPTED:

NEW YORK STATE ELECTRIC & GAS CORPORATION

Date

By

Title

SCHEDULE OF FACILITIES

Under Application for Street Lighting Service Agreement dated, 12/19/2016.

With

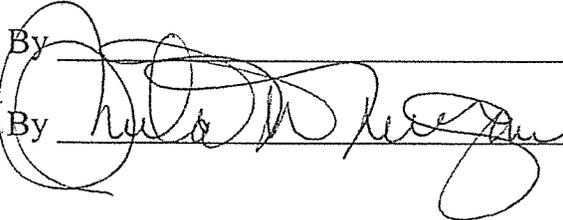
Town of West Seneca
(Customer)

Veronica Estates Lighting District
(Lighting District)

<u>S.C. No.</u>	<u>Quantity</u>	<u>Facility</u>
4	5	Veronica Estates Subdivision

Date _____

By _____ Corporation Representative

By  Customer Representative

A RESOLUTION SUBMITTED

BY

Sheila Meegan

OF THE

Town of West Seneca

WHEREAS, in July 2011 in recognition of the growing problem of distressed, vacant, abandoned, and tax-delinquent properties, New York State passed the Land Bank Act, as Article 16 of the New York State Not-for-Profit Corporation Law, which authorizes any Foreclosing Governmental Unit (FGU) to create a land bank to strategically acquire, improve, assemble, and sell these properties; and

WHEREAS, under this law, the Buffalo Erie Niagara Land Improvement Corporation (BENLIC) was formed in May 2012 via an intermunicipal agreement among the county's four FGUs: Erie County and the Cities of Buffalo, Lackawanna, and Tonawanda; and

WHEREAS, county-wide land banks have proven highly successful in Michigan, Ohio, and other regions experiencing growing numbers of problem properties by supporting municipal and regional revitalization efforts by strategically acquiring, improving, assembling, and selling these properties; and

WHEREAS, BENLIC (the land bank) seeks to work collaboratively with the cities, towns, and villages within Erie County to address the growing problem of distressed, vacant, abandoned, and tax-delinquent properties; and

WHEREAS, the *Town of West Seneca*, Erie County, has recognized the need to address the growing issues of distressed, vacant, abandoned, and tax-delinquent properties and is desirous of partnering with BENLIC to address this problem.

NOW, THEREFORE, BE IT

RESOLVED, that the *Town of West Seneca* hereby officially requests that BENLIC acquire the following propert(y)ies:

<i>41 Columbia Pkwy. West Seneca, NY 14224</i>	<i>133.44-2-41</i>
<i>25 Manhasset St. West Seneca, NY 14210</i>	<i>133.27-1-9</i>
<i>59 Harlem Rd. West Seneca, NY 14224</i>	<i>134.45-4-45</i>
<i>53 Woodcrest Dr. West Seneca, NY 14220</i>	<i>133.20-2-16</i>
<i>53 Wichita Rd. West Seneca, NY 14224</i>	<i>133.52-3-19</i>

; and be it further

RESOLVED, that the *Town of West Seneca* has completed the required Standardized Inspector's Reports and Maintenance, Disposition and Reuse Plans (SIR/MDR plans) each property listed above and has attached the SIR/MDR plans to this resolution; and be it further

RESOLVED, that the *Town of West Seneca* agrees to reimburse Erie County for the costs associated with foreclosure of this property; and be it further

RESOLVED, that the *Town of West Seneca* agrees to maintain each property selected by BENLIC during the time in which BENLIC holds title to the property; and be it further

RESOLVED, that the *Town of West Seneca* hereby agrees to the terms and conditions of the BENLIC Pay it Forward Policy, *to be adopted October 23, 2015** and that pursuant to section 1610 of the New York Not-for-Profit Corporation Law will remit to BENLIC 50% of the real property taxes collected for a period of five years on all of the parcels identified herein for which, upon disposition of the parcel, net proceeds are negative

<i>41 Columbia Pkwy. West Seneca, NY 14224</i>	<i>133.44-2-41</i>
<i>25 Manhasset St. West Seneca, NY 14210</i>	<i>133.27-1-9</i>
<i>59 Harlem Rd. West Seneca, NY 14224</i>	<i>134.45-4-45</i>
<i>53 Woodcrest Dr. West Seneca, NY 14220</i>	<i>133.20-2-16</i>
<i>53 Wichita Rd. West Seneca, NY 14224</i>	<i>133.52-3-19</i>

; and be it further

RESOLVED, that certified copies of this resolution will be sent to the Executive Director of the Buffalo Erie Niagara Land Improvement Corporation; the Commissioner of the Erie County Department of Environment and Planning; the Director of the City of Buffalo's Office of Strategic Planning; and the Mayors of the cities of Lackawanna and Tonawanda.

**It is anticipated that the BENLIC Board of Directors will adopt at their next meeting a 2016-effective "Pay-it-Forward" policy in the same form as the 2015-effective "Pay-it-Forward" policy, no changes are expected between the two.*

OVER 30 HOCKEY REGISTRATION

Participant Information

NAME _____

DATE OF BIRTH _____ AGE _____ GENDER _____

ADDRESS _____

CITY _____ ZIP _____

PHONE _____

EMAIL _____

EMERGENCY CONTACT NAME/PHONE _____

MEDICAL INFORMATION OUR STAFF SHOULD KNOW _____

OVER 30 – WINTER 2017

The Town of West Seneca Recreation Department will be offering its Men's Over 30 Ice Hockey program once again. The program will be held at the West Seneca Ice Rink. Each session is 90 minutes long. There will be a Tuesday session and a Thursday session. Each program is limited to 35 participants each night. Participants must be 30 years of age by January 23, 2017. The program will be supervised by Recreation Staff. This program is intended to be Recreational and fun. There is no checking or referees. Program runs 10:30 PM – 12: 00 AM.

Start Date: Tuesday January 24, 2017 Thursday January 26, 2017
 End Date: Tuesday March 28, 2017 Thursday March 30, 2017

Tuesday Dates: 1/24, 1/31, 2/7, 2/14, 2/21, 2/28, 3/7, 3/14, 3/21, 3/28
 Thursday Dates: 1/26, 2/2, 2/9, 2/16, 2/23, 3/2, 3/9, 3/16, 3/23, 3/30

Registration Begins December 20, 2016 at 9:00 AM

Registration is due January 20, 2017 at 4:00 PM. After this date an additional \$5.00 late registration fee will be added to the program fee.

Program Fees (Price is per single session)

Resident* \$85
 Non-Resident \$100

**In order to receive the resident rate you must provide a valid resident ID card at time of registration.*

Resident ID cards can be purchased inside the Town Clerks office (1250 Union Rd) for more information please call 674-5600 or visit www.westseneca.net.

Text/Email Alerts

If you wish to receive updates or in the event that this program is canceled late minute due to a weather related issue or for any other reason you can sign up to receive a text or email alert.

To receive messages via text, text @over30 to 81010. You can opt-out of messages at anytime by replying, 'unsubscribe @over30'.

To receive messages via email, send an email to over30@mail.remind.com. To unsubscribe, reply with 'unsubscribe' in the subject line.

Choose Your Day

TUESDAY

THURSDAY

How Did You Hear About Us?

Newspaper Social Media Website Word Of Mouth Flyer Other _____

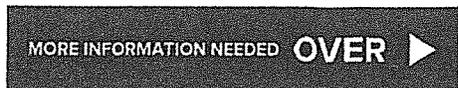
Office Information:

West Seneca Youth & Recreation Office
 900 Mill Rd #211 West Seneca , NY 14224
 (P) 674-6086 (E) recdept1@twsny.org
 Website: www.westseneca.net
 Facebook "West Seneca Youth & Recreation"

IF SUBMITTING THIS FORM VIA MAIL, PLEASE ATTACH A COPY OF THE PARTICIPANTS VALID RESIDENT ID CARD TO RECEIVE THE RESIDENT RATE.

For Office Use Only

Amount Due: Receipt Number: Cash Check Credit Card
 Resident ID Card #:



Refund Policy

Registration fees will not be refunded or adjusted should the participant fail to attend a class or program. Registration fees will not be refunded or adjusted if a class is canceled due to weather related issues. Classes are not required to be rescheduled if they are canceled for weather related issues. Refunds will only be issued in the event that the entire length of the class is canceled. All registration fees must be paid in full at the time of registration unless otherwise specified in the class or program description. Partial payments will not be accepted.

The Town of West Seneca reserves the right to deny a refund of registration fees should the participant wish to withdraw from the class prior to its scheduled start date.

I understand and accept these responsibilities understand and agree to abide by the Town of West Seneca Youth & Recreation Refund Policies.

Initials _____ Date _____

Photography and Video Policy

I authorize The Town of West Seneca Recreation Department to take photographs and video footage of me while I am participating in any programs being run by West Seneca Recreation. I understand these photographs and video footage will be used for marketing purposes, West Seneca Recreation Department Bulletins, West Seneca Recreation Brochures, postings on the West Seneca Recreation Department website, seen on TV's in local businesses, You Tube and other social networking sites.

Initials _____ Date _____

Release from Liability

I (participant name) _____ who will be participating in the Town of West Seneca Youth & Recreation activities, I hereby agree as follows:

I assume full responsibility for, and total risk of, any injury, loss or damages (including injury to person or loss of property) sustained by me on the premises of Town of West Seneca as a result of my participation in a program, event or class. I further release The Town of West Seneca their affiliates and their directors, officers, employees, staff members, instructors, agents, independent contractors, volunteers and representatives (the "Releasees") from any claim whatsoever resulting from my participation in this program, event or class or on account of first aid treatment, emergency medical services or other services rendered to me during my participation in this activity. I hereby release, waive and forever discharge Releasees, from all liability to me, my Child, my spouse (if any), our respective legal representatives, heirs and assigns and any person claiming through or under myself of and from any and all present and future claims, demands, damages, actions or rights of action, whether legal or in equity, arising from or by reason of any bodily injury or personal injuries known or unknown, loss or theft of personal property or property damage that may occur as a result of my participation in this activity with The Town of West Seneca.

I HEREBY ASSUME ALL RISK RELATED TO MY PARTICIPATION OR MY PARTICIPATION IN THIS ACTIVITY AND RELEASE AND FOREVER DISCHARGE THE TOWN OF WEST SENECA AND ITS AGENTS, EMPLOYEES, VOLUNTEERS AND/OR STAFF FROM ANY RESPONSIBILITY, LIABILITY OR LOSS SUFFERED IN CONNECTION WITH THIS ACTIVITY.

I understand and accept these responsibilities. I understand and agree to abide by the Release from Liability, Town of West Seneca facility regulations, program rules and the Refund & On Site Policies.

Legal Name (print) _____

Legal Name (sign) _____ Date: _____

Consent for Medical Treatment

I hereby give consent for emergency medical care prescribed by a duly licensed Doctor of Medicine or Doctor of Dentistry. This care may be given under whatever conditions are necessary to preserve the life, limb or well-being of myself.

Legal Name (print) _____

Legal Name (sign) _____ Date: _____