



TOWN BOARD AGENDA

Meeting # 2025-02

January 27, 2025

The Town Board meeting will be held in the West Seneca Court Room at 6:00 PM.

If a member of the public wishes to speak regarding Communications or the Issues of the Public portion of the meeting, they can do so by: 1) appearing in person during those portions of the meeting; 2) during the Facebook live stream by writing "PUBLIC COMMENT" before expressing their point during those portions of the live stream; 3) by emailing the Town Board at townboardmembers@twсны.org by 3pm of the day of the meeting. Emails are for the Town Board's consideration and are not read aloud during the meeting.

SUPERVISOR CALL TO ORDER

1. Pledge of Allegiance
2. Fire Safety Notification
3. Roll Call

APPROVAL OF THE AGENDA

1. Approval of Agenda as submitted

MINUTES TO BE APPROVED

1. Town Clerk Newton re Reorganizational Meeting Minutes from January 13, 2025
2. Town Clerk Newton re Meeting Minutes 2025-01 of January 13, 2025

PUBLIC COMMENTS

TABLED ITEM

1. Code Enforcement re Request for Special Use Permit – 1850 Union Road

OLD BUSINESS

1. Code Enforcement re Rezone & Special Use Permit - 1425 Orchard Park Road
2. Code Enforcement re Rezone & Special Use Permit - 2544 Clinton Street

NEW BUSINESS

1. PERSONNEL

1. Town Attorney re Pay rate increases for part-time Legal Staff
2. Town Clerk Newton re Pay rate increase for part-time Cashier Donna Ferron
3. Chief Cosgrove re Promotion of Michael Kocieniewski to Patrol Lieutenant
4. Chief Cosgrove re Appointment of Zachary Armstrong as part-time Court Security Officer
5. Director of Senior Services re Appointment of Karen Thompson as part-time permanent Food Service Worker
6. Director of Senior Services re Status change for part-time Senior Clerk Typist Georgiann Busse

7. Director of Senior Services re Status change for part-time Clerk Typist Jeanette Kropczynski
8. Director of Senior Services re Resignation of Recreation Attendant Valerie Halady

2. ANNOUNCEMENTS

1. Councilmember Robertson re Resignation of Valerie Halady from the Senior Services Advisor Board
2. Chief Cosgrove re Retirement of part-time Disaster Coordinator Peter Spilsbury, Jr.

3. COMMUNICATIONS TO BE VOTED ON

1. Supervisor Dickson re West Seneca Deer Control Program
2. Supervisor Dickson re Appointment of Richard Richert as the West Seneca Deer Control Program Coordinator
3. Deputy Supervisor Greenan re West Seneca Semiquincentennial
4. Deputy Supervisor Greenan re 2025 Excess Workers' Compensation Proposal
5. Deputy Supervisor Greenan re Phase III Composting Program proposal
6. Town Justices re Attendance at 2025 Court Clerk Conference
7. Chief Cosgrove re Sale and disposal of police vehicles
8. Chief Cosgrove re Police vehicle purchase
9. Chief Cosgrove re Purchase of ammunition
10. Recreation Supervisor Masset re 2025 Summer employee bonus
11. Recreation Supervisor Masset re Trinity Christian School

4. WARRANT

ISSUES OF THE PUBLIC

COMMUNICATIONS BY BOARD MEMBERS AND DEPARTMENT HEADS

EXECUTIVE SESSION

ADJOURNMENT



TO: Honorable Town Board
FROM: Molly Martin, Deputy Town Clerk
DATE: January 27, 2025
SUBJECT: Town Clerk Newton re Reorganizational Meeting Minutes from January 13, 2025

Requested Action:

RESOLUTION:

ATTACHMENTS:

1. reorg01.13.202520250122153825

DRAFT

Supervisor Gary Dickson called the meeting to order at 6:00 P.M.

ROLL CALL: Present Supervisor Dickson
Councilmember Breidenstein
Councilmember Piekarec
Councilmember Robertson

Absent Councilmember Kims

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

1. Motion by Supervisor Dickson, seconded by Councilmember Piekarec, to appoint Stephen Stachowski and Anthony Marecki as Town Prosecutors at an annual salary of \$8,500, each effective January 1, 2025.

Ayes: All Noes: None Motion Carried

2. Motion by Supervisor Dickson, seconded by Councilmember Piekarec, to appoint Stephen Stachowski as Deputy Town Attorney at an annual salary of \$4,000 effective January 1, 2025, and act as counsel to the Zoning Board of Appeals.

Ayes: All Noes: None Motion Carried

3. Motion by Supervisor Dickson, seconded by Councilmember Piekarec, to appoint Anthony Marecki as Deputy Town Attorney at an annual salary of \$4,000 effective January 1, 2025, and act as counsel to the Board of Ethics.

Ayes: All Noes: None Motion Carried

4. Motion by Supervisor Dickson, seconded by Councilmember Piekarec, to appoint Lisa Scibetta as American with Disabilities Officer and Harassment Compliance Officer for the Town of West Seneca.

Ayes: All Noes: None Motion Carried

5. Motion by Supervisor Dickson, seconded by Councilmember Piekarec, to reappoint Erik Finbar, SCA, to the position of Town Assessor effective October 1, 2025, through September 30, 2031, noting this 6-year term is in accordance with NYS real property law 310.

Ayes: All Noes: None Motion Carried

6. Motion by Supervisor Dickson, seconded by Councilmember Piekarec, to reappoint Eric Sailor to the Planning Board effective January 1, 2025, for a seven-year term ending December 31, 2031.

Ayes: All Noes: None Motion Carried

7. Motion by Supervisor Dickson, seconded by Councilmember Piekarec, to reappoint Amelia Greenan to the Zoning Board of Appeals effective January 1, 2025, for a five-year term ending December 31, 2029.

Ayes: All

Noes: None

Motion Carried

8. The Highway Superintendent announces that Nicholas Gugliuzza is appointed Deputy Highway Superintendent effective January 1, 2025, at an annual stipend of \$6,000.

9. The Chief of Police announces that Captain James Unger has been selected as Emergency Management Liaison at an annual stipend of \$6,000 pursuant to the PBA contract.

10. The Town Clerk announces that Molly Martin is appointed Deputy Clerk effective January 1, 2025, at an annual stipend of \$2,500 as set in the 2025 budget.

On the question Councilmember Breidenstein referred to Item Nos. 10, 11, and 13, and stated the stipends have not been increased for approximately 14 years and supports using contingency funds to provide increases for the positions, at minimum to provide cost-of-living increases.

11. Motion by Supervisor Dickson, seconded by Councilmember Breidenstein, to appoint Kate Newton as Registrar of Vital Statistics, at an annual salary of \$4,062 effective January 1, 2025, noting all fees collected will go to the Town General Fund.

Ayes: All

Noes: None

Motion Carried

12. Motion by Supervisor Dickson, seconded by Councilmember Breidenstein, on the recommendation of the Town Clerk, that Molly Martin be appointed Deputy Receiver of Taxes at an annual salary of \$1,839 effective January 1, 2025.

Ayes: All

Noes: None

Motion Carried

13. Motion by Supervisor Dickson, seconded by Councilmember Breidenstein, on the recommendation of the Town Clerk, that Molly Martin be appointed Deputy Registrar of Vital Statistics at an annual salary of \$1,661 effective January 1, 2025.

Ayes: All

Noes: None

Motion Carried

14. Motion by Supervisor Dickson, seconded by Councilmember Breidenstein, to appoint Kate Newton as Secretary to the Planning Board, at an annual salary of \$4,300, effective January 1, 2025.

Ayes: All

Noes: None

Motion Carried

15. Motion by Supervisor Dickson, seconded by Councilmember Breidenstein, to appoint Kate Newton as Secretary to the Zoning Board of Appeals, at an annual salary of \$4,300, effective January 1, 2025.

Ayes: All

Noes: None

Motion Carried

Ayes: All

Noes: None

Motion Carried

25. Motion by Supervisor Dickson, seconded by Councilmember Robertson, to reappoint James Pace as Town Historian with an annual stipend of \$4,500.

Ayes: All

Noes: None

Motion Carried

26. Motion by Supervisor Dickson, seconded by Councilmember Robertson, on the recommendation of the Town Justices, that Maureen Brownsey and Katie Almeida share the appointed role as Administrative Court Liaison effective January 1, 2025, with an annual stipend of \$3,000 each.

Ayes: All

Noes: None

Motion Carried

27. Motion by Supervisor Dickson, seconded by Councilmember Piekarec, to hire Clark, Patterson and Lee as the provider of Engineering Services to the Town at a cost not to exceed \$137,500 per year to be paid in a purchase order format with an allowance of up to \$62,500 in payments to be made during the year 2025 with said purchase order format being written on an hourly unit price basis for each service provided and a written quotation requested for hourly services by the pay scale and incorporated into the purchase order; and the Supervisor is hereby authorized to complete and execute a professional services agreement with said firm for engineering services not to extend beyond the year 2025.

On the question, Councilmember Breidenstein requested to seek the Town Attorney's advice in an executive session before voting on the hiring.

Motion by Councilmember Breidenstein, seconded by Councilmember Robertson, to table the item.

Ayes: All

Noes: None

Motion Carried

28. Motion by Supervisor Dickson, seconded by Councilmember Robertson, to appoint Steven DiSalvo and Angel Bustamante to the Board of Plumbing Examiners effective January 1, 2025, at an annual stipend of \$500 each.

Ayes: All

Noes: None

Motion Carried

29. Motion by Supervisor Dickson, seconded by Councilmember Robertson, to appoint Ed Simoncelli and Dennis Kremblas to the Board of Electrical Examiners effective January 1, 2025.

Ayes: All

Noes: None

Motion Carried

30. Motion by Supervisor Dickson, seconded by Councilmember Robertson, to reappoint Ryan Taylor, Barbara Lipiew, and Robert Amadon to the Environmental Commission for 2-year terms effective January 1, 2025 - December 31, 2026.

Ayes: All

Noes: None

Motion Carried

31. Motion by Supervisor Dickson, seconded by Councilmember Robertson, to appoint Kathleen Duffy to the Environmental Commission for a 2-year term effective January 1, 2025 - December 31, 2026.

Ayes: All Noes: None Motion Carried

32. Motion by Supervisor Dickson, seconded by Councilmember Robertson, to appoint Haris Ismail to the Environmental Commission to fill a vacancy that expires on December 31, 2025.

Ayes: All Noes: None Motion Carried

33. Motion by Supervisor Dickson, seconded by Councilmember Robertson, to reappoint Robert Amadon Chair of the Environmental Commission.

Ayes: All Noes: None Motion Carried

34. Motion by Supervisor Dickson, seconded by Councilmember Robertson, to reappoint Paul Lang to the Historical Preservation Commission for a 3-year term ending December 31, 2027.

Ayes: All Noes: None Motion Carried

35. Motion by Supervisor Dickson, seconded by Councilmember Robertson, to appoint Cynthia Johnson to the Library Board for a five-year term ending December 31, 2029.

Ayes: All Noes: None Motion Carried

36. Motion by Supervisor Dickson, seconded by Councilmember Robertson, to set the annual salaries of the Zoning Board of Appeals (ZBA) and Planning Board be at \$5,946 for the Chair of each Board, and \$4,032 each for the other members of each Board effective January 1, 2025, noting that members of each board will be paid one-twelfth of the annual salary, with any absences to be paid at the discretion of the Chair. Members of the Planning Board and ZBA who are absent from three consecutive board meetings or greater than 30% of the total number of meetings in any calendar year may be removed by the Town Board after notice and a public hearing.

Ayes: All Noes: None Motion Carried

37. Motion by Supervisor Dickson, seconded by Councilmember Robertson, to appoint Michael Shea of West Seneca, New York, as Civil Officer of the Town of West Seneca effective January 1, 2025, for the purpose of service of process, etc. without remuneration from the Town.

Ayes: All Noes: None Motion Carried

38. Motion by Supervisor Dickson, seconded by Councilmember Robertson, to appoint Thomas Bilski to the Board of Assessment Review for a 5-year term effective January 1, 2025, for a term expiring September 30, 2029.

Ayes: All Noes: None Motion Carried

39. Motion by Supervisor Dickson, seconded by Councilmember Robertson, to remove Thomas Furmann from the Board of Assessment Review for lack of attendance.

Ayes: All Noes: None Motion Carried

40. Motion by Supervisor Dickson, seconded by Councilmember Robertson, that the members of the Board of Assessment Review be subject to the call of the Assessor, at an annual stipend of \$500 each and the Chair of the Board of Assessment Review at an annual stipend of \$750, effective January 1, 2025.

Ayes: All

Noes: None

Motion Carried

41. Motion by Supervisor Dickson, seconded by Councilmember Breidenstein, to retain Harris Beach Murtha Cullina PLLC as bond counsel to the Town of West Seneca for all financing matters noting services will be performed at the fees and charges as described in the Harris Beach bond counsel engagement agreement dated February 7, 2023.

Ayes: All

Noes: None

Motion Carried

42. Motion by Supervisor Dickson, seconded by Councilmember Breidenstein, to authorize the Supervisor to sign the grant consulting agreement with Rotella Grant Management in the amount of \$30,000 a year in equal monthly installments effective January 1, 2025, through December 31, 2025.

Ayes: All

Noes: None

Motion Carried

43. Motion by Supervisor Dickson, seconded by Councilmember Breidenstein, to set the salaries of the following Officials and Employees not represented by the Collective Bargaining Agreement recognized by the Town of West Seneca are established as follows effective January 1, 2025:

- a. Judith Kindron - \$87,400.00
- b. Brian Cosgrove - \$159,527.00
- c. William Pelow - \$138,719.00
- d. Dina Weixlmann - \$58,539.50
- e. Teresa Stacey - \$59,598.29
- f. Amelia Greenan - \$78,750.00
- g. Chris Trapp - \$74,263.00
- h. Erik Finbar - \$133,900.00 (shared with the Town of Lancaster)
- i. Lisa Scibetta - \$80,000.00

Ayes: All

Noes: None

Motion Carried

44. Motion by Supervisor Dickson, seconded by Councilmember Robertson, that the Town funds be deposited in the West Seneca Offices of the following banks, effective January 1, 2025:

- a. M&T Trust Co. - Operating, Trust & Agency, Payroll, Workers Compensation, P & A, General Investment, Reserves Account.
- b. Evans National Bank - Operating, Trust & Agency
- c. J.P. Morgan Chase - Operating, Capital

Ayes: All

Noes: None

Motion Carried

45. Motion by Supervisor Dickson, seconded by Councilmember Robertson, that the Town Board does hereby authorize all funds of the Construction and Improvement Account to be maintained by a

consolidated bank account, but that the Town continues to maintain a separate Improvement Account as recommended by the State Auditors.

Ayes: All

Noes: None

Motion Carried

46. Motion by Supervisor Dickson, seconded by Councilmember Robertson, to approve the blanket purchase order for utilities for the 2025 fiscal year:

- a. Telephone: \$99,000 Avaya, Level 3/Centurylink, Spectrum, Verizon Wireless, Verizon Fios
- b. Electricity: \$675,000 NYSEG, National Grid
- c. Gas: \$95,000 National Fuel
- d. Water: \$105,000 Erie County Water Authority

Ayes: All

Noes: None

Motion Carried

47. Motion by Supervisor Dickson, seconded by Councilmember Robertson, that the Town Board of the Town of West Seneca, pursuant to §25 of the Town Law and §11(2) of the Public Officers Law, hereby approves the execution of a public employee's blanket bond, covering the Supervisor, Deputy Supervisor, Town Board, Town Clerk, Receiver of Taxes and Assessments, Collector, Superintendent of Highways, Director of Finance and two Town Justices for the sum of \$100,000 and be it further resolved that the undertaking shall be effective within thirty (30) days after commencement of the term on January 1, 2025.

Ayes: All

Noes: None

Motion Carried

48. Motion by Supervisor Dickson, seconded by Councilmember Robertson, to designate the West Seneca Bee as the Official Newspaper, and that the Buffalo News be used at the discretion of the Town Clerk.

Ayes: All

Noes: None

Motion Carried

49. Motion by Supervisor Dickson, seconded by Councilmember Robertson, that the following titles of Town Department Heads, elected or appointed officials, and certain other full-time employees not covered by contractual provisions between the Town and either the Blue or White Collar CSEA Units or the West Seneca PBA be granted extended benefits, including health and welfare fund related benefits, in accordance with the CSEA White Collar Contract or the equivalent thereof, with the exception of the Chief of Police and Assistant Chief of Police, who are granted said benefits in accordance with the West Seneca PBA Contract or the equivalent thereof. Those individuals to whom this is applicable shall include the Supervisor, Town Clerk, Highway Superintendent, Assessor, Deputy Supervisor, Secretary to Highway Superintendent, Director of Finance, Municipal Director of Human Resources, Chief of Police, and Assistant Chief of Police. In addition to the health insurance benefits set forth in the CSEA White Collar Contract or West Seneca PBA, said elected or appointed officials shall also be entitled to the Blue Cross Blue Shield Gold Plan. The extended benefits granted to elected or appointed officials shall not include contractual wage or salary increases or other monetary allowances, including longevity, except for the Town Court Clerks to the Town Justices who will mimic the salaries and longevity increases in Group 5 of the White Collar Union Contract and the Highway Superintendent's secretary, who will mimic the salaries and longevity increases in Group 3 of the White Collar Union Contract.

Ayes: 3 Noes: None Abstain: 1 Motion Carried

Voting for: Councilmember Breidenstein, Councilmember Piekarec, Councilmember Robertson
Abstained: Supervisor Dickson

50. Motion by Supervisor Dickson, seconded by Councilmember Breidenstein, that pursuant to §119(1) of the Town Law, the Town Clerk be authorized to draw warrants to pay any claims for fixed salaries, for principal and interest on bonded or refunded debt or other loans on the legal or stated compensation of Officers or Employees of the Town or accounts becoming due upon lawful contracts for periods not exceeding one (1) year from January 1, 2025.

Ayes: All Noes: None Motion Carried

51. Motion by Supervisor Dickson, seconded by Councilmember Breidenstein, that the Town continue its Procurement Policy in the manner set forth in the Procurement and Purchasing Policy adopted by the Town and as may be amended.

Ayes: All Noes: None Motion Carried

52. Motion by Supervisor Dickson, seconded by Councilmember Breidenstein, that the Town Board continue its Agenda Procedure and Rules of Order as approved by the Town Board and as may be amended.

Ayes: All Noes: None Motion Carried

53. Motion by Supervisor Dickson, seconded by Councilmember Breidenstein, that all vouchers for claims upon the Town shall be acceptable for audit, in the manner set forth in the Procurement and Purchasing Policy adopted by the Town.

Ayes: All Noes: None Motion Carried

54. Motion by Supervisor Dickson, seconded by Councilmember Breidenstein, to set the mileage rate allowed to public officials and Town employees the same as the Federal Internal Revenue Service regulations and in the manner set forth in the policy adopted by resolution of the Town Board.

Ayes: All Noes: None Motion Carried

55. Motion by Supervisor Dickson, seconded by Councilmember Breidenstein, that Petty Cash Funds/Change Funds be created as follows:

- a. Accounting and Financial Consult. Services: \$250
- b. Town Clerk: \$350
- c. Receiver of Taxes: \$500
- d. Highway Superintendent: \$250
- e. Police Confidential Investigation: \$2,500
- f. Police Department: \$500
- g. Recreation: \$300

Monday, July 28, 2025
Monday, August 11, 2025
Monday, August 25, 2025
Monday, September 8, 2025
Monday, September 22, 2025
Wednesday, October 1, 2025 – Budget Work Session in the Community Center/Library
Thursday, October 16, 2025 – Moved due to Columbus Day
Monday, October 27, 2025
TBD - Public Hearing for 2026 budget
Monday, November 10, 2025
Monday, November 24, 2025
Monday, December 8, 2025
Monday, December 22, 2025

Special meetings shall be held at the call of the Supervisor or of the Town Clerk upon written request of at least two members of the Town Board. Notice, in writing, stating the time, place and purpose of the special meeting shall be served personally upon each member of the Board at least 48 hours before the date fixed for holding the meeting. Only business specified in the notice thereof may be transacted at a special meeting. In accordance with the Open Meeting Law, the public and news media shall be given reasonable notice of any special meeting and all further executive sessions shall be public except for specific purposes allowed by law.

On the question, Councilmember Piekarec stated he does not support the schedule for the following reasons: the public has less opportunities to speak, creates confusion for the public, and delays town operations.

On the question, Councilmember Breidenstein requested changing the date of the Budget Work Session from Wednesday, October 1st to Thursday, October 2nd to remain consistent with the Monday or Thursday meetings. Deputy Supervisor Greenan stated another board is scheduled for the Community Center meeting room on that evening. Supervisor Dickson stated the meeting could be changed later.

Ayes: All

Noes: None

Motion Carried

61. Motion by Supervisor Dickson, seconded by Councilmember Robertson, that the Town Board subject to the provisions of Section 284 of the Highway Law, enter into an agreement with the Superintendent of Highways that moneys levied and collected in the Town for the repair and improvement of highways and received from the State for State Aid for the repair and improvement of highways shall be expended pursuant the terms set forth therein.

Ayes: All

Noes: None

Motion Carried

62. Motion by Supervisor Dickson, seconded by Councilmember Robertson, that no Town vehicles be used for personal use, and all Town vehicles including the equipment in the Highway Department, be identified by decals with the exception of the Police Department vehicles used for detective work and the Police Chief's car and direct the Supervisor to ensure that decals are placed on all cars except those mentioned. Town vehicles for take-home use shall be provided to the Chief of Police and Highway Superintendent. Town vehicles shall not leave the Town limits except for use on official Town business.

Ayes: All

Noes: None

Motion Carried

63. Motion by Supervisor Dickson, seconded by Councilmember Robertson, that no Town equipment may be used for personal use.

Ayes: All

Noes: None

Motion Carried

64. Motion by Supervisor Dickson, seconded by Councilmember Robertson, that the Town Board sets the following rules relating to use of Highway personnel and equipment for emergencies:

- a. West Seneca Highway Department is authorized to provide for emergency assistance to the local school systems, fire districts and other municipalities, if personnel or equipment are requested; and
- b. An emergency must exist and have been declared in the Erie County municipal corporations requesting assistance; and
- c. Highway Superintendent will promptly notify the Supervisor of such action. A written summary will be immediately given to the Town Clerk and Town Attorney outlining the details of the emergency service, including the Emergency Operations Center; and
- d. Town equipment will be operated by West Seneca employees in the majority of work situations. However, slow-moving vehicles (roller), stationary equipment (air compressor or pumps) and light tools may be loaned to another Highway Department to be used and operated by their employees and fees may be assigned to the Municipality that receives long term aid.
- e. West Seneca Highway Superintendent is authorized to request aid from other towns in Erie County. Non-West Seneca personnel and equipment will work under the supervision of the West Seneca Highway Superintendent.

Ayes: All

Noes: None

Motion Carried

65. The Supervisor announces the following liaison and committee appointments for the year 2025:

- a. Supervisor Gary Dickson
 - Legal Department
 - Finance Department
 - Code Enforcement/Buildings Department
 - Engineering Department
 - Insurance
 - Town Courts
 - Erie County Sewer District 1 Board of Managers
 - Rotella Grant Management
 - Human Resources
 - AIS IT Services
- b. Councilman Robert Breidenstein
 - Police Department
 - West Seneca School District
 - Recreation Department
 - Recreation Commission
 - Planning Board

- c. Councilwoman Susan Kims
 - Erie County Sewer District 1 Board of Managers
 - Northeast South Towns (NEST) Solid Waste Management Board
 - Zoning Board of Appeals
 - Ethics Board
 - Historical Preservation Commission
 - Library Advisory Board
 - Internal Audit Committee
- d. Councilman Jeff Piekarec
 - Fire Districts
 - Senior Center
 - Senior Advisory Committee
 - Assessor's Office
- e. Councilman Scott Robertson
 - Highway Department
 - Town Clerk
 - Buildings & Grounds Department
 - Environmental Commission
 - Internal Audit Committee

Executive Session

Motion by Supervisor Dickson, seconded by Councilmember Breidenstein, to enter into executive session at 6:11 P.M. to discuss Item No. 27.

Ayes: All

Noes: None

Motion Carried

Motion by Supervisor Dickson, seconded by Councilmember Piekarec, to leave executive session at 6:18 P.M. and resume the open meeting.

Ayes: All

Noes: None

Motion Carried

Motion by Supervisor Dickson, seconded by Councilmember Breidenstein, to hire Clark, Patterson and Lee as the provider of Engineering Services to the Town with the omission of 5.01 H in the professional services agreement at a cost not to exceed \$137,500 per year to be paid in a purchase order format with an allowance of up to \$62,500 in payments to be made during the year 2025 with said purchase order format being written on an hourly unit price basis for each service provided and a written quotation requested for hourly services by the pay scale and incorporated into the purchase order; and the Supervisor is hereby authorized to complete and execute a professional services agreement with said firm for engineering services not to extend beyond the year 2025.

Ayes: All

Noes: None

Motion Carried

66. Motion by Supervisor Dickson, seconded by Councilmember Breidenstein, to adjourn the Reorganization Meeting at 6:20 P.M.

Ayes: All

Noes: None

Motion Carried



TO: Honorable Town Board
FROM: Molly Martin, Deputy Town Clerk
DATE: January 27, 2025
SUBJECT: Town Clerk Newton re Meeting Minutes 2025-01 of January 13, 2025

Requested Action:

RESOLUTION:

ATTACHMENTS:

1. tbm01.13.202520250122114501

DRAFT

ROLL CALL: Present Supervisor Dickson
Councilmember Breidenstein
Councilmember Piekarec
Councilmember Robertson
Absent Councilmember Kims

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

MINUTES TO BE APPROVED

1. Town Clerk Newton re Meeting Minutes 2024-26 of December 16, 2024

Motion by Supervisor Dickson, seconded by Councilmember Breidenstein, to approve Meeting Minutes 2024-26 of December 16, 2024.

Ayes: All

Noes: None

Motion Carried

PUBLIC COMMENTS

Michael Teager, Ethics Board Chairperson, made the following comments and questions:

- ✓ Requested status on the proposed Ethics Code changes noting the changes have been presented for three years – Town Attorney Trapp stated he will address the latest revisions within two weeks. There was further discussion between Mr. Teager and Mr. Trapp as to how many revisions were presented. Supervisor Dickson reiterated that Mr. Trapp will address this issue within two weeks.

Deputy Supervisor Greenan read the following comment from Facebook:

- ✓ Courtney Fallon, Treehaven Road, requested the Town Board not receive the Recreation report for September through December; in her opinion, the report lacks details.

OLD BUSINESS

1. Code Enforcement re Request for special use permit – 1850 Union Road

Attorney Jacob Piorkowski appeared with Sukhwinder Atwal, owner of Urban Herb LLC, and made the following comments:

- ✓ Provided additional documents: lease for prior tenant, a signed affidavit by the principal of the prior business, letter from former client setting forth that there is no relationship between the prior business and Ms. Atwal.

Code Enforcement Officer stated the applicant attended two Planning Board meetings where these issues were discussed, and the items were provided to the Town Board.

Supervisor Dickson asked the applicant if they have discussed the requirements in West Seneca with Chief Cosgrove and the Code Enforcement Office. Mr. Piorkowski stated they have not met with Chief Cosgrove but have appeared before the Planning Board to discuss the town code and requirements.

Councilmember Breidenstein stated he was not familiar with the documents. Mr. Piorkowski stated two submissions to the Planning Board including architectural drawings, documentation regarding security, lighting, signage, bollards in front of the store, age restrictions, and hours of operation.

Supervisor Dickson asked if Mr. Schieber has inspected the store. Mr. Schieber stated he has not because the store has not been approved.

Councilmember Breidenstein questioned if there is any cannabis related inventory in the store. Mr. Piorkowski stated there are non-cannabis items left from the prior owner. Councilmember Breidenstein referred to the town code, specifically areas that children are known to congregate, and stated the convenience store on the property is a location that children are known to congregate. Mr. Piorkowski stated the security guards will be instructed to watch for minors.

Councilmember Piekarec questioned why the store was not yet cleared out. Ms. Atwal stated the previous owner will be cleaning the store out.

Motion by Supervisor Dickson, seconded by Councilmember Robertson, to table the item pending discussion between the applicant, Code Enforcement, and the Police Department.

Ayes: All Noes: None Motion Carried

NEW BUSINESS

A. PERSONNEL

1. Deputy Supervisor Greenan re Amended motion – Municipal Director of Human Resources Lisa Scibetta

Motion by Supervisor Dickson, seconded by Councilmember Piekarec, to amend the motion of December 16, 2024, to include the effective date as follows: to appoint Lisa Scibetta as Municipal Director of Human Resources at an annual salary of \$80,000 effective January 6, 2025.

Ayes: All Noes: None Motion Carried

2. Town Clerk re Appointment of Claire Termini as provisional Cashier

Motion by Supervisor Dickson, seconded by Councilmember Breidenstein, to appoint Claire Termini to the position of full-time provisional Cashier in the Town Clerk's Office, Group 3 Step 1 at the rate of \$23.13 per hour per the White Collar Union Contract effective January 14, 2025, to be paid from account line 01141000.50137.

Ayes: All Noes: None Motion Carried

3. Highway Superintendent Adams re Retirement of Douglas Blanchard as Highway Mechanic Crew Chief

Motion by Supervisor Dickson, seconded by Councilmember Robertson, to accept the retirement of Douglas Blanchard from his position as Highway Mechanic Crew Chief effective January 10, 2025.

Ayes: All Noes: None Motion Carried

4. Highway Superintendent Adams re Appointment of Alexander Murphy as part-time Sanitation Department Laborer

Motion by Supervisor Dickson, seconded by Councilmember Robertson, to appoint Alexander Murphy as a part-time Laborer in the Sanitation Department, at a rate of \$15.75 per hour effective January 13, 2025,

\$12,923.00 Total Decreases

Ayes: All

Noes: None

Motion Carried

7. Director of Finance re Budget amendment – Police Department

Motion by Supervisor Dickson, seconded by Councilmember Breidenstein, to authorize the following 2024 budget amendment for the use of revenue from the 2024-2025 New York Law Enforcement Tech Grant:

WHEREAS, the Town of West Seneca Police received a 2024-2025 New York Law Enforcement Tech Grant from New York State stating they were awarded a grant in the amount of \$227,698.00; and

WHEREAS, the cash received from this grant on July 2, 2024 will be recognized as revenue in the General Fund as General Governmental State Aid – Police, account 01000100.43490 as purchases are made against this grant;

NOW, THEREFORE, be it

RESOLVED, that the Town Board does hereby authorize the 2024 budget amendment to increase General Governmental State Aid – Police by \$67,645.00 for the purchase of a new Trimble 3-D scanner from Keystone Precision Solutions with funds received on the Law Enforcement Tech Grant. 01312000.50200 will also be increased by \$67,645.00 for the cost of the purchase of 3-D Scanner

Increase:

01000100.43490	State Aid – Police	\$67,645.00
01312000.50200	Police/Equipment	\$67,645.00

Ayes: All

Noes: None

Motion Carried

8. Director of Finance re Attendance at NYGFOA Annual Conference

Motion by Supervisor Dickson, seconded by Councilmember Robertson, to authorize Director of Finance Judith Kindron to attend the New York Government Finance Officers' Association annual conference April 2 - 4, 2025, in Albany, New York, at a cost not to exceed \$1,500, with funds available in the Finance/Continuing Edu and Training account line 01131000.50414.

Ayes: All

Noes: None

Motion Carried

9. Recreation Supervisor re West Seneca Soccer Club

Motion by Supervisor Dickson, seconded by Councilmember Breidenstein, to authorize the Supervisor to execute the necessary documents to enter into an agreement with the West Seneca Soccer Club for use of the West Seneca Soccer Complex.

Ayes: All

Noes: None

Motion Carried

C. WARRANT

Motion by Supervisor Dickson, seconded by Councilmember Robertson, to approve the vouchers submitted for audit, chargeable to the respective funds as follows:

General Fund: \$ 703,938.22
Highway Fund: \$ 270,825.73
Trust & Agency: \$ 0.00
Capital Fund: \$ 330,021.57
Sewer Districts: \$ 23,106.49
Water Districts: \$ 0.00
Drainage District: \$ 0.00
Gas Conversion Lighting Districts: \$ 241.13
Electric Lighting Districts: \$ 1,156.73
Total: \$ 1,329,289.87

D. REPORTS FOR FILING

1. Town Clerk re December 2024 monthly report

Received and filed.

2. Code Enforcement Officer re Building and Plumbing reports for December 2024
Received and filed.

3. Recreation Supervisor Masset re Report for September – December 2024

Received and filed.

ISSUES OF THE PUBLIC

Beverly Leising, Harwood Road, made the following comments and questions:

- ✓ Status on the deer cull – Supervisor Dickson stated he received notification from the NYSDEC that the permit was mailed and upcoming meetings are planned.
- ✓ Concerned about the costs of the town resuming recycling – Supervisor Dickson stated Highway Superintendent Adams provided cost estimates and the town currently spends approximately \$1M for the recycling contract. The proposal will save the town money and provide better service. Mrs. Leising encouraged the town to remind residents what items are recyclable.
- ✓ Encouraged the Town Board to oppose the all-electric requirements that will be effective in 2026
- ✓ Encouraged the Town Board to stop tabling the proposed cannabis dispensary and make a decision
- ✓ West Seneca Cares provided 118 people with gifts and spoke of many acts of kindness she has experienced

Thomas Coates, 534 Main Street, made the following comments and questions:

- ✓ Recognized the contributions of Mary Lou Dietrich and her advocacy of public safety and parks
- ✓ Requested the Town Board construct a well-lit sidewalk along the east side of the driveway from Main Street as well as installing pavers around the evergreen tree used for the Tree Lighting Center in the interest of safety for all visiting the Town Center campus – Supervisor Dickson instructed Mr. Foote to provide plans and a cost estimate.

COMMUNICATIONS BY BOARD MEMBERS AND DEPARTMENT HEADS

Town Clerk Newton

- The 2025 Town & County taxes will be mailed at the end of the week and are currently awaiting the Erie County Legislature's signed warrant

Town Engineer Foote

- The weather has stalled the Phase 8 Sewer Project, when sewer lining resumes the trunks west of

the Soccer Park will be completed followed by the golf course

Code Enforcement Officer

- New owners of two vacant parcels - Bellwood School property and restaurant at Seneca Street and Transit Road

Municipal Director of Human Resources Scibetta

- Is looking forward to serving the town and will provide future updates

Councilmember Piekarec

- Upcoming Senior Center Advisory Board meeting

Supervisor Dickson

- Reminded all that the town will be closed on January 20th
- The NYSDEC permit has been issued
- Met with the new owners of the Senecal Mall site property and they have great plans for the property

Councilmember Breidenstein

- Reminded all of the upcoming Recreation Commission meeting
- Attended the grand opening of Revitalize You, a new business in town

Councilmember Robertson

- Congratulated the new Police Officers
- Toured the Gemcor building and noted progress is being made

Chief Cosgrove

- Appreciates Town Board support to replace retired Police Officers

Deputy Supervisor Greenan

- Invited new vendors for the Farmers Market to contact herself or the Chamber of Commerce

EXECUTIVE SESSION

Motion by Supervisor Dickson, seconded by Councilmember Robertson, to enter into executive session at 7:30 P.M. to discuss a worker's compensation case and an Article 78 case.

Ayes: All

Noes: None

Motion Carried

Motion by Supervisor Dickson, seconded by Councilmember Robertson, to leave executive session and return to the open meeting at 8:03 P.M.

Ayes: All

Noes: None

Motion Carried

ADJOURNMENT

Motion by Supervisor Dickson, seconded by Councilmember Breidenstein, to adjourn the meeting at 8:04 P.M.

Ayes: All

Noes: None

Motion Carried



TO: Honorable Town Board
FROM: Molly Martin, Deputy Town Clerk
DATE: January 27, 2025
SUBJECT: Code Enforcement re Request for Special Use Permit – 1850 Union Road

Requested Action: At previous Town Board meetings, you were presented with an application for a Special Permit to operate an adult use cannabis dispensary at the above noted address. At your request, Police Chief Cosgrove and I met the applicant on site Jan. 24, 2025, to review the proposed tenant space. The applicant will be returning to the January 27, 2025, Town Board meeting for your consideration.

RESOLUTION:

ATTACHMENTS:



TO: Honorable Town Board
FROM: Jeffrey Schieber, Code Enforcement Officer
DATE: January 27, 2025
SUBJECT: Code Enforcement re Rezone & Special Use Permit - 1425 Orchard Park Road

Requested Action: At previous Town Board meetings, you were presented with an application for a Special Permit for a multifamily residential development. They will be returning to the January 27, 2025, Town Board meeting for your consideration.

RESOLUTION:

ATTACHMENTS:

1. 2024-6-17 Downstream Sewer Analysis Addtl Info 1425 Orch Pk Rd
2. Site Plan
3. Concept Plans 1.10.24

TOWN OF WEST SENECA



ENGINEERING DEPARTMENT

TOWN SUPERVISOR
GARY A. DICKSON
TOWN COUNCIL
JEFF PIEKAREC
SCOTT ROBERTSON
ROBERT BREIDENSTEIN
SUSAN KIMS

6/14/2024

Jeffrey Scheiber
Code Enforcement Officer
Town of West Seneca

**Re: Proposed Apartments (1425 Orchard Park Road & 1130 Orchard Park Road)
Sanitary Sewer Connection
Additional Information**

Dear Mr. Schieber,

We are providing additional information regarding the proposed sanitary sewer connections for the developments at 1130 and 1425 Orchard Park Road. The decision to approve these new connections was tabled at the February 12, 2024, Town Board Meeting pending further information.

Since then, a significant blockage was removed from the 36" trunk sewer near Wegmans, located downstream of where the Orchard Park Road sanitary sewer connects. This blockage, caused by a large root ball, had been responsible for chronic surcharging within the Town's sanitary sewer system, leading to additional bypass pumping, particularly in the Southgate, Parkside, and Sunbriar neighborhoods. The blockage was cleared on May 2, 2024, resulting in immediately lower water levels within the trunk sewer and less frequent overflow pumping during rain events, especially in the Southgate neighborhood. Since the blockage was removed, the Town Engineering and Sewer Department has not received any complaints of backups in the Southgate neighborhood.

During a recent rain event, the Town Engineering Department inspected several manholes along the trunk sewer and within the neighborhood behind Southgate Plaza to observe water levels. In all cases, water was flowing well below previously observed levels during similar rain events. Additionally, since the blockage was removed, bypass pumping near the West Seneca bus garage has become less frequent, and no pumping has occurred at Elmsford.

The Phase 8 Contractor is currently cleaning and televising the Town's 24" and 36" trunk sewer. Throughout this process, they continue to find roots and debris within the pipe. This work is expected to take several more months to complete, with the re-lining process estimated to be finished by the end of 2024 or early 2025.

According to the New York State Department of Environmental Conservation (DEC), an old sanitary sewer lateral can have significant infiltration and inflow (I&I) issues. A typical leaking sanitary sewer lateral can contribute I&I flows of approximately 30 gallons per minute (43,200 gallons per day). This can vary depending on the condition and length of the lateral, soil conditions, and the amount of rainfall or groundwater present.

As part of this project, the developer is replacing the old clay sewer lateral pipe with a new PVC pipe that will be tested to ensure there are no leaks. By installing a new sanitary lateral pipe, the I&I from this site will be essentially eliminated, allowing only actual sanitary flows to enter the sewer system.

Summary:

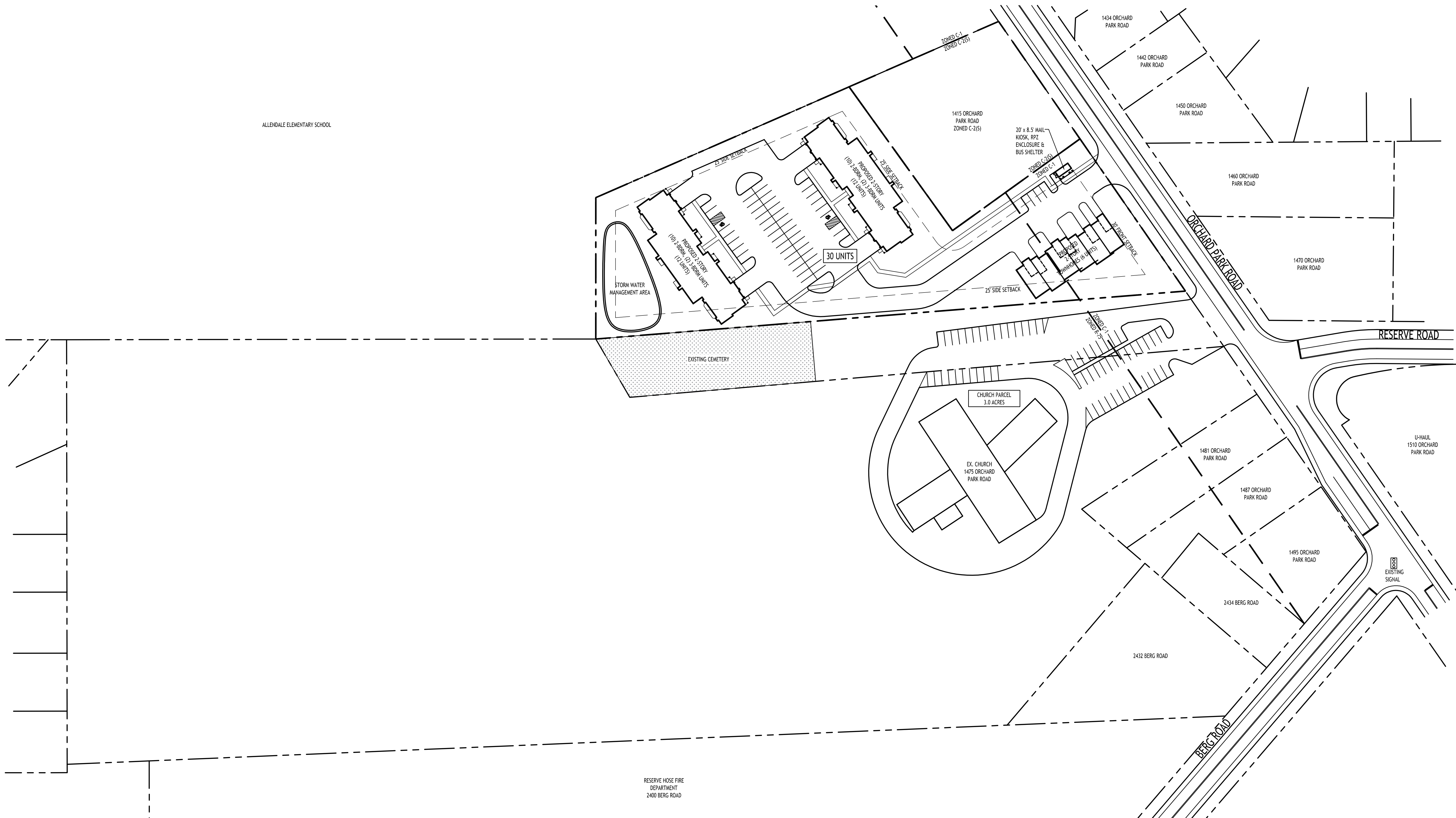
- Removing the blockage within the 36" trunk sewer has significantly reduced surcharging in the system, resulting in fewer overflow occurrences and fewer resident complaints.
- Over the past 10+ years, the Town has reduced I&I in the sanitary sewer system and lowered the flows entering BSA.
- Re-lining the 24" and 36" trunk sewers will prevent roots from entering the pipes and forming root balls, reduce I&I, and improve flow conveyance efficiency toward BSA.
- By replacing the leaking old sanitary lateral pipe with a new PVC pipe, the volume of flow from the sites is expected to decrease due to the elimination of I&I.
- In the future, surcharging and bypass pumping during heavy rain events may still occur; however, the frequency and size of the impacted areas are expected to decrease significantly.

Very truly yours,



Jason A. Foote, P.E.
Town Engineer

cc: Files:
Project.
Chris Trapp, Town Attorney
Supervisor Dickson and Town Board Members



SITE DATA (REZONED TO R50 (S1)) - 1425 ORCHARD PARK RD - 3.21 ACRES

MULTI-FAMILY ALLOWED BY SPECIAL PERMIT

MIN. LOT WIDTH = 50 FT FOR FIRST DWELLING UNIT, PLUS 10 FT FOR EACH ADDITIONAL UNIT NEED NOT EXCEED 100 FT

MIN. LOT AREA = 8,000 SF FOR FIRST DWELLING UNIT, PLUS 5,000 FOR EACH ADDITIONAL DWELLING UNIT

FRONT SETBACK = 40 FT

SIDE SETBACK = 25 FT MIN. OR A DISTANCE EQUAL TO 1/2 HGT. OF SUCH BUILDING, WHICHEVER IS GREATER

REAR SETBACK = 30 FT or EQUAL TO THE HEIGHT OF THE BUILDING

MAXIMUM BUILDING HEIGHT = 40 FT (MULTI-FAMILY)

DRIVEWAYS: 30 FT WIDE REQUIRED FOR MULTI-FAMILY

DWELLING SIZE: 500 SF EACH MULTI-FAMILY UNIT

GROUP DWELLING: NO BUILDING SHALL BE NEARER TO ANY OTHER PRINCIPAL STRUCTURE THAN A DISTANCE EQUAL TO THE AVERAGE HEIGHT OF SUCH BUILDINGS

PARKING CALCULATION:

MULTI-FAMILY:

REQD = 2 SPACES PER UNIT + 5/25 UNITS VISITORS

REQD = 2 SPACES x 30 UNITS + (30/25 x 5) = 66 SPACES

TOTAL PROVIDED = 66 SPACES + 14 GARAGE SPACES = 80 SPACES

DENSITY CALCULATION (3.21 AC)

REQD = 8,000 SF FOR FIRST DWELLING UNIT, PLUS 5,000 FOR EACH ADDITIONAL DWELLING UNIT

ALLOWED NUMBER OF UNITS:

1ST UNIT: 140,052 SF - 8,000 SF = 132,052 SF REMAINING

ADDITIONAL UNITS: 132,052 SF / 5,000 SF = 26 UNITS

TOTAL ALLOWED UNITS = 27 UNITS

Site Plan
SCALE: 1"=60'

NOTE: BOUNDARY AND TOPOGRAPHIC INFORMATION PROVIDED BY OTHERS, CARMINA WOOD DESIGN ASSUMES NO RESPONSIBILITY FOR ITS ACCURACY.

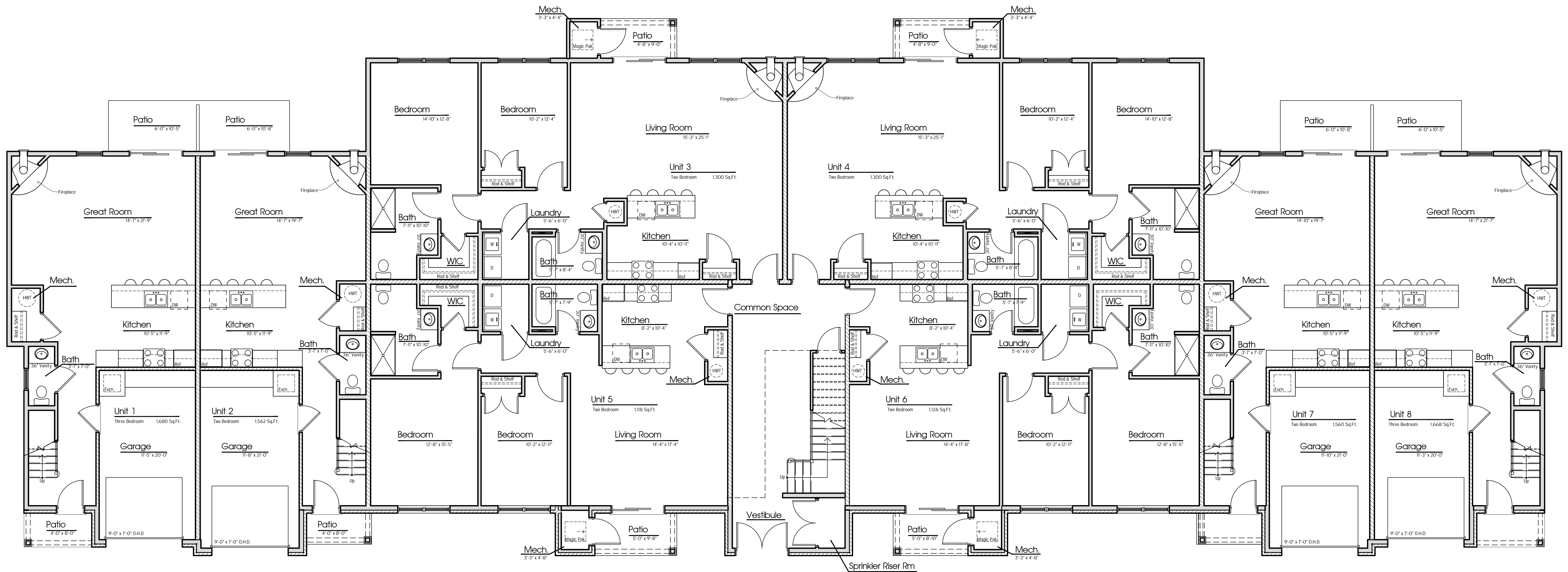
REVISIONS:	No.	Description	Date

PRELIMINARY
NOT FOR CONSTRUCTION

DRAWING NAME:
**Site Plan
Concept**

Date: 12/11/23
Drawn By: C. Wood
Scale: As Noted

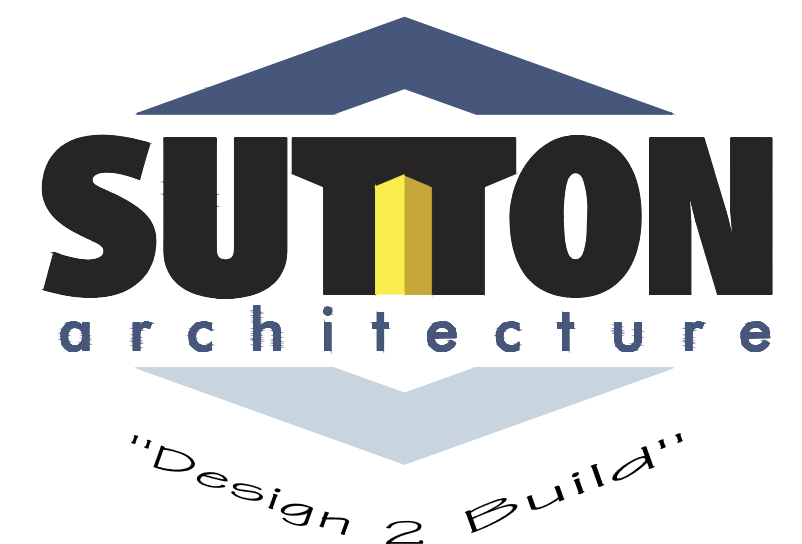
DRAWING NO.
C-100
Project No: 23-4121

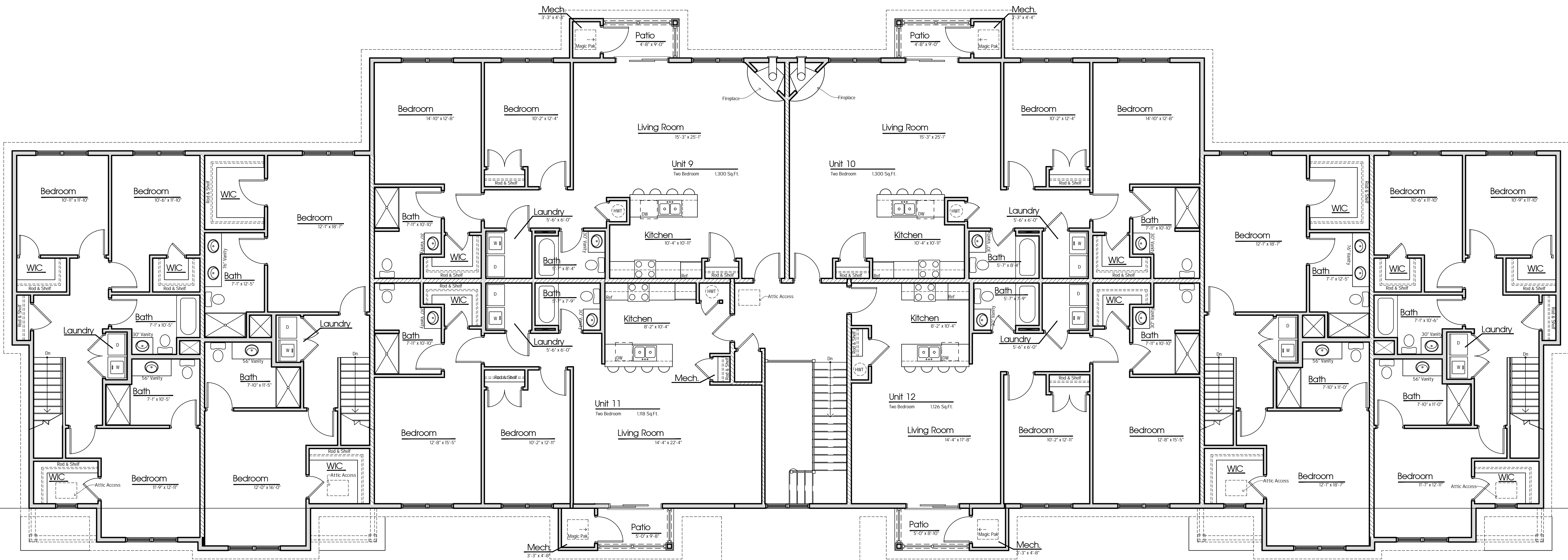


First Floor Concept Plan
 3/16" = 1'-0"

Hillery / Sahlem - 12 Unit Multi-Family Concept First Floor Plan

West Seneca, NY
 1/10/2024



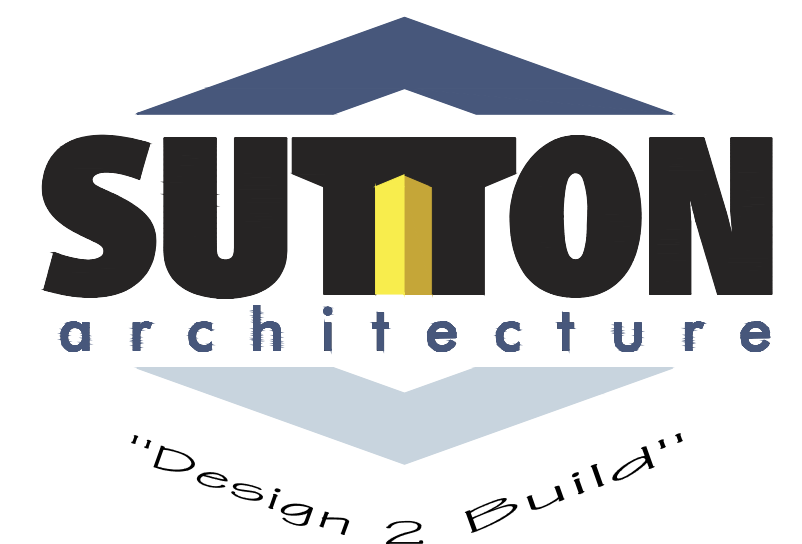


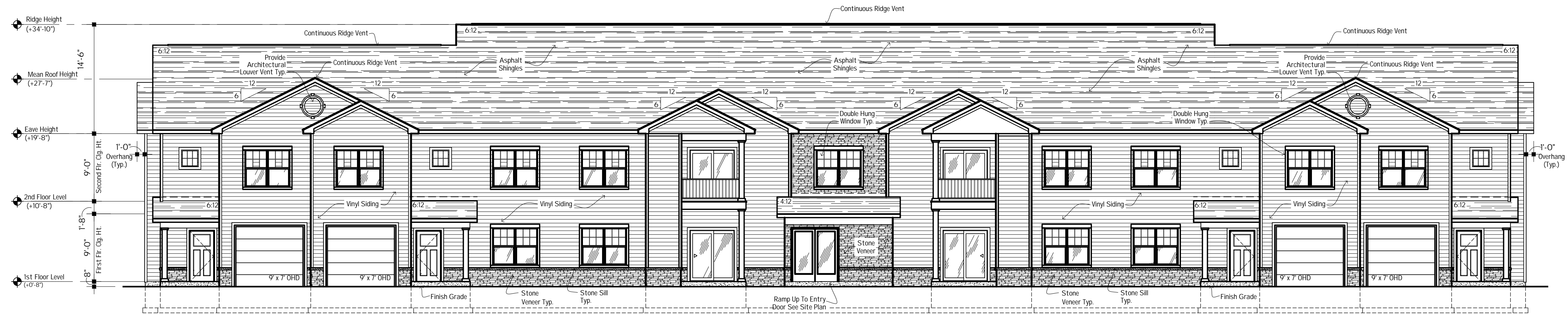
Second Floor Concept Plan

3/6" = 1'-0"

Hillery / Sahlem - 12 Unit Multi-Family Concept Second Floor Plan

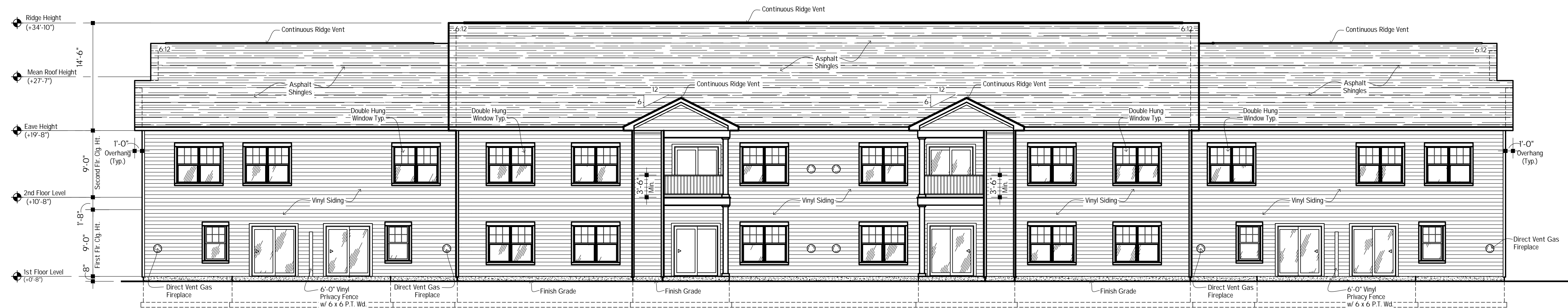
West Seneca, NY
1/10/2024





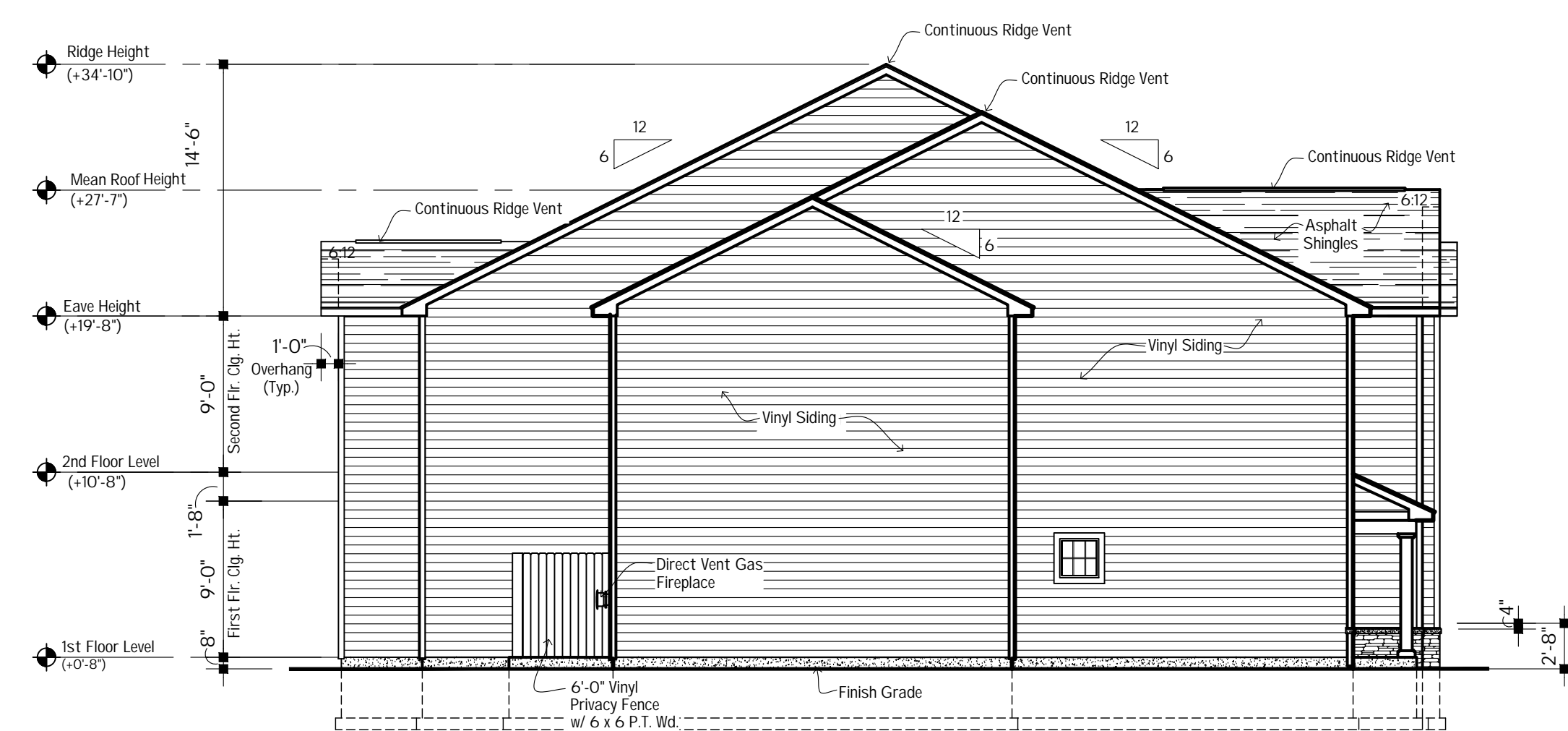
Concept Front Elevation

1/8" = 1'-0"



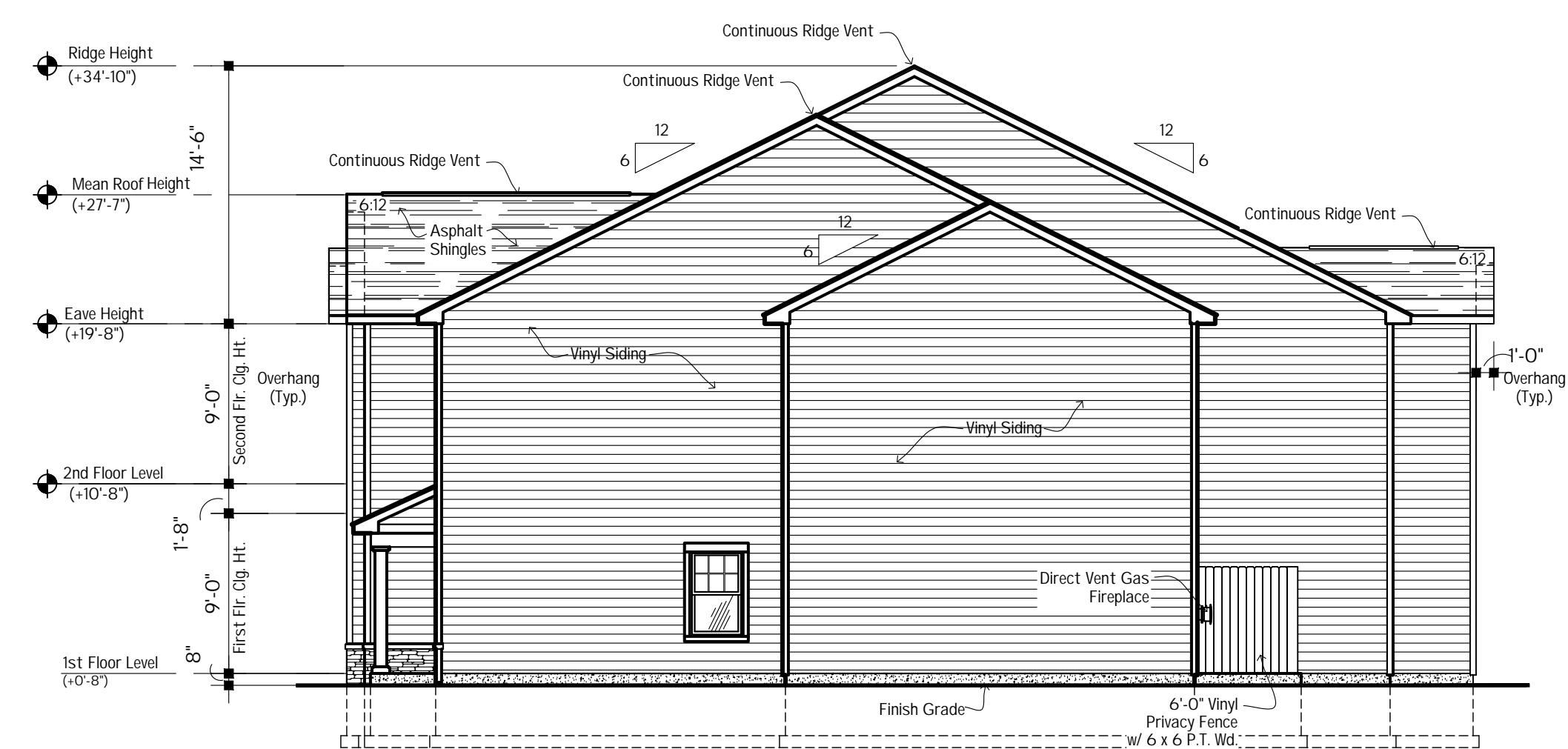
Concept Rear Elevation

1/8" = 1'-0"



Concept Side Elevation

1/8" = 1'-0"

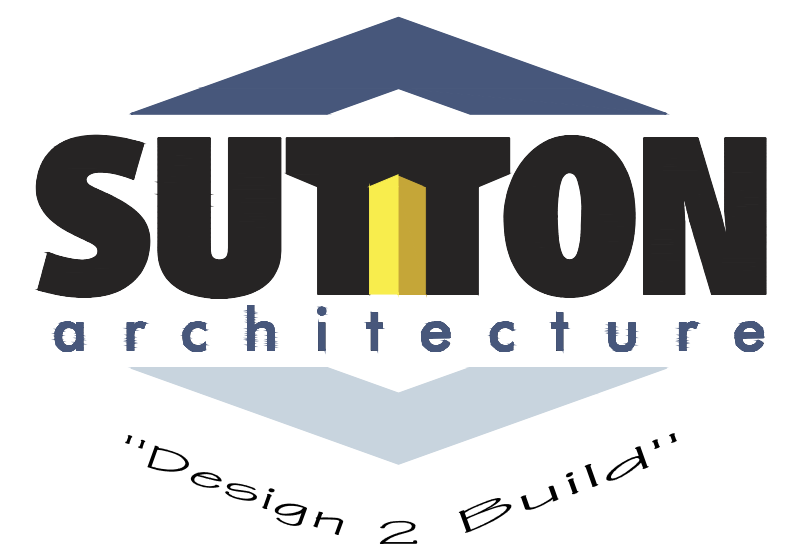


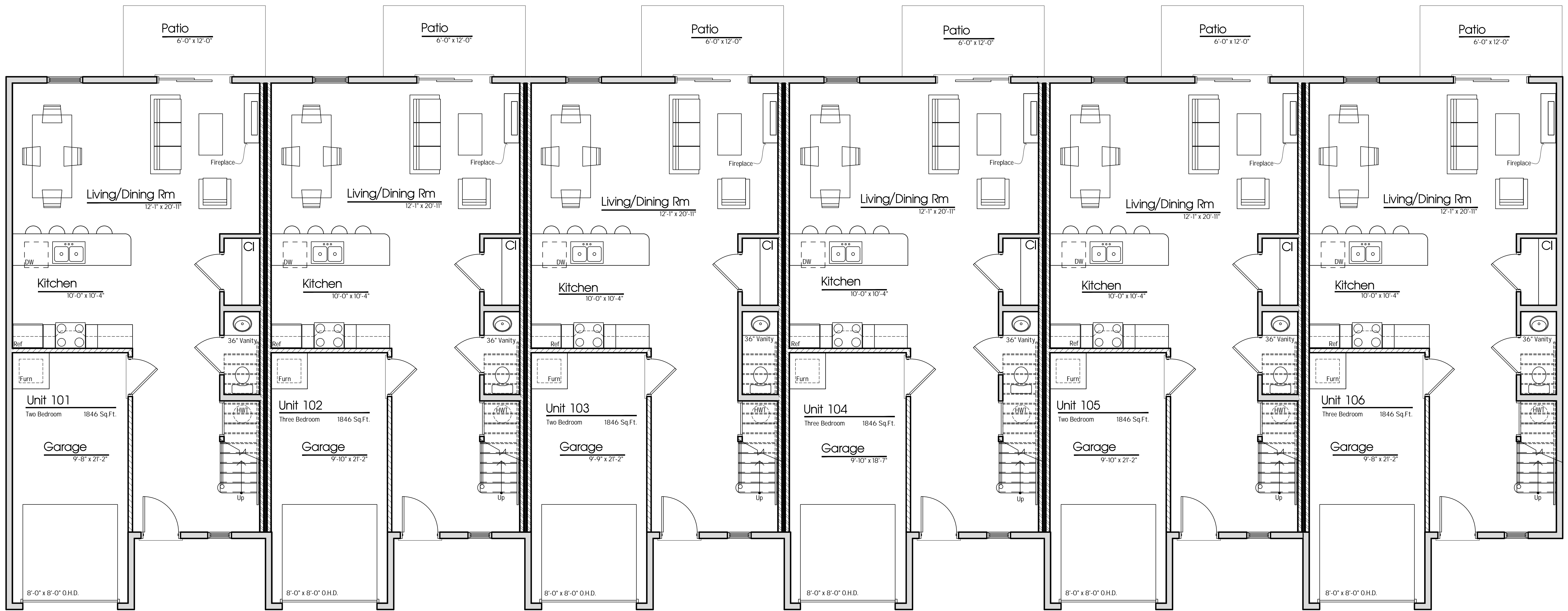
Concept Side Elevation

1/8" = 1'-0"

Hillery / Sahlem - 12 Unit Multi-Family Concept Elevations

West Seneca, NY
1/10/2024





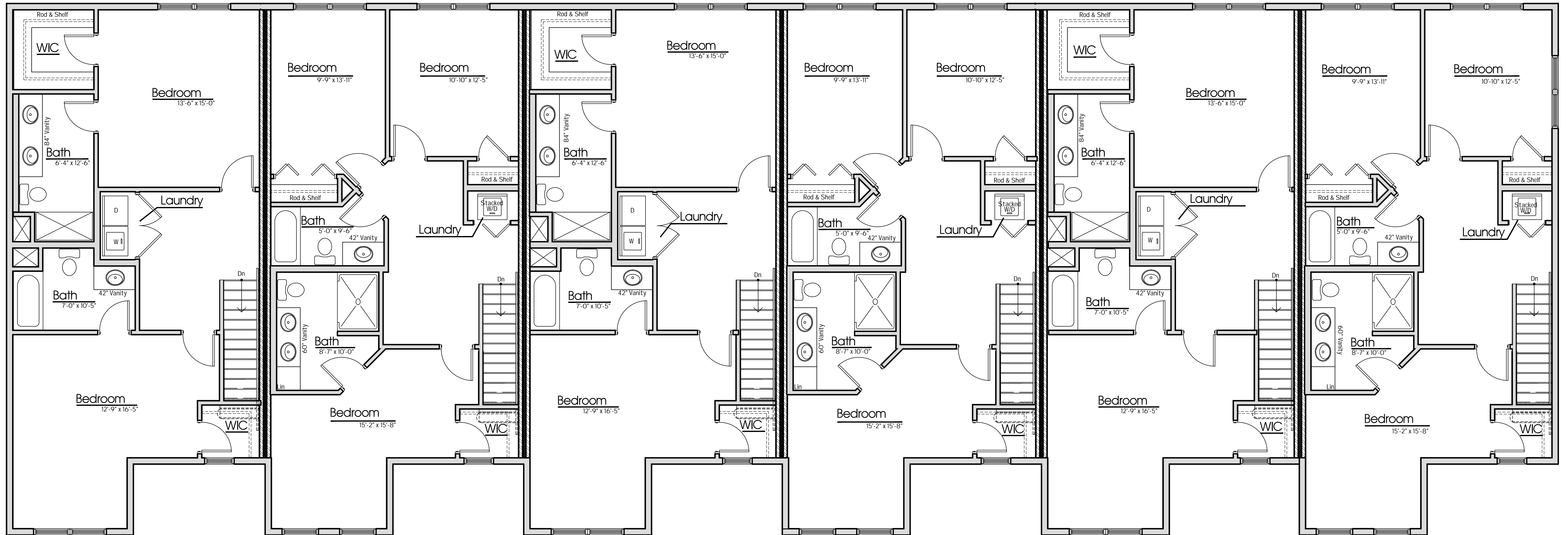
First Floor Concept Plan

1/4" = 1'-0"

• • • **Hillery / Sahlem - Townhouse Concept First Floor Plan** • • •

West Seneca, NY
1/10/2024



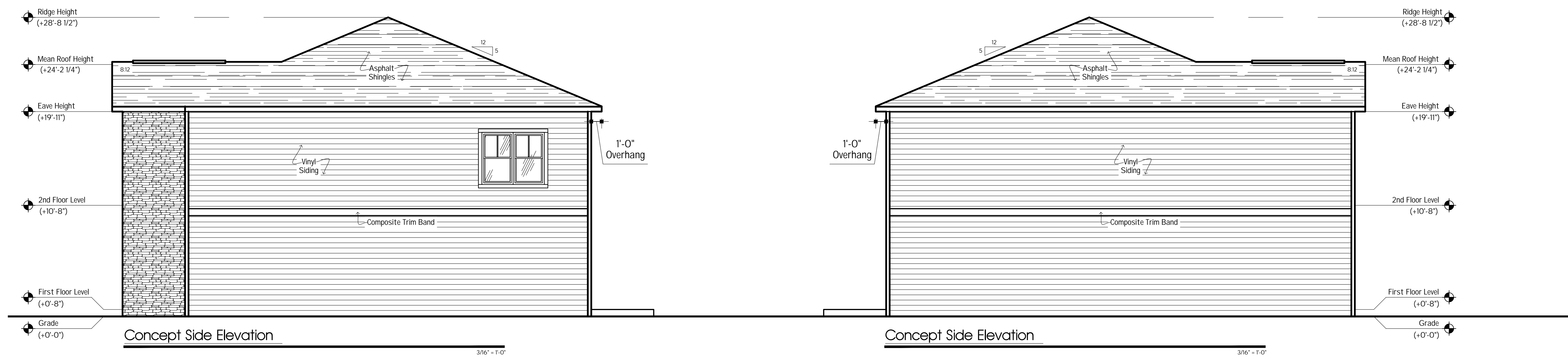
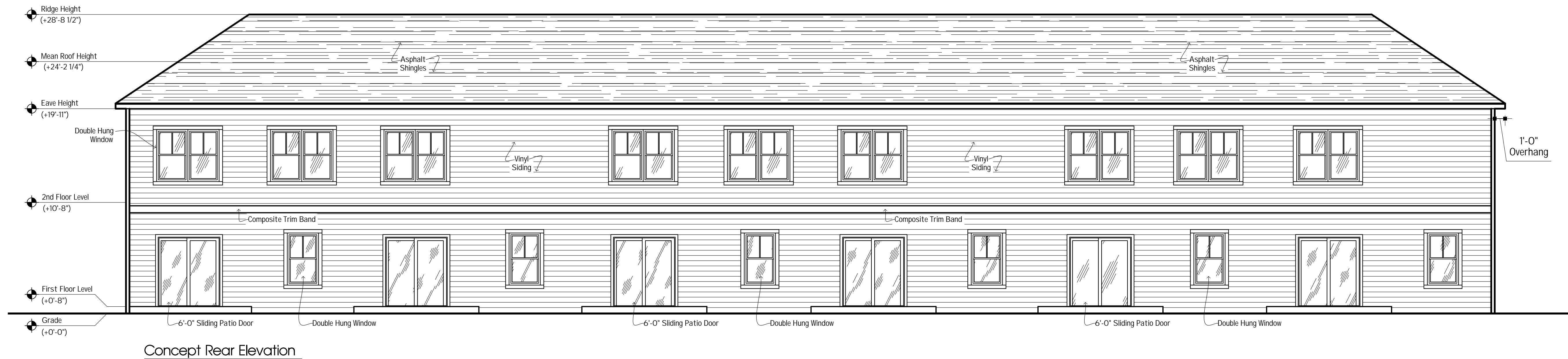


Second Floor Concept Plan
 1/4" = 1'-0"

Hillery / Sahlem - Townhouse Concept Second Floor Plan

West Seneca, NY
 1/10/2024





Hillery / Sahlem - Townhouse Concept Elevations

West Seneca, NY
1/10/2024





TO: Honorable Town Board
FROM: Jeffrey Schieber, Code Enforcement Officer
DATE: January 27, 2025
SUBJECT: Code Enforcement re Rezone & Special Use Permit - 2544 Clinton Street

Requested Action: At previous Town Board meetings, you were presented with an application for a Special Permit for a multi-family residential development. The applicant has revised their plans to meet Town Code for parking requirements. In addition, there has been more details provided relative to the existing buildings use. They will be returning to the January 27, 2025, Town Board meeting for your consideration.

RESOLUTION:

ATTACHMENTS:

1. Letter of Intent
2. Conceptual Site Plan
3. Mansion_Shelter in Place
4. Ltr to Seneca Nation of Indians

December 13, 2024

Jeffery Schieber
Code Enforcement Officer
1250 Union Road – Room 210
West Seneca, New York 14224

**RE: 2544 Clinton Street – Home Leasing Development
Rezoning and Special Use Permit – Revised Submission**

Mr. Schieber:

On behalf of Home Leasing, I am pleased to submit the attached supplemental information and revised drawing as a part of their application for rezoning and a special use permit approval for a proposed development at 2544 Clinton Street, an affordable housing (family) project. Tax parcel #124.00-2-5 is a 11.7-acre parcel bounded by Clinton Street (to the south), Cayuga Creek to the north and west, and a vacant property to the east.

After completion of the rezoning and special use permit process, Home Leasing intends to submit a fully engineered package to the Planning Board for Site Plan Approval. The project was presented in front of the planning board on 6/13/2024 where it received a positive referral to the Town Board.

Based on feedback from the Town Board and under direction of Home Leasing, we have revised the application to remove the previously requested area variance for parking.

Included in this resubmission is a revised site plan package showing all on-site parking as required by Town Code - 154 parking spaces (2 per unit x 67 units + 20 visitor spaces).

Also included are the Architectural Floor Plans for the proposed renovation of the existing mansion denoting sufficient space for all residents of to gather in the event of a power outage. The renovations include a total of 1,697 SF of shelter-in-place area, all supported by the backup generator. These spaces include the community room, conference room, fitness center and lounge (basement level).

Home Leasing is requesting rezoning of the parcel from M 1 Manufacturing District to R 50 Residence District, allowing for multiple-family dwellings with the issuance of a special use permit by the Town Board.

This submission package is in addition to the following previous submission packages.

July 2024 submission: Letter of intent, Rezoning and Special User Permit Application, Conceptual Site Plan, Emergency Vehicle Access Sketch, Property Survey, Legal Description, Owner Authorization, EAF (short and long forms), SHPO No Effect & Site Avoidance Plan Letter, Geoarchaeological Reports (Phase 1, Phase 1A and Phase 1B reports), Traffic Assessment

November 2024 submission: Sewer Study, Correspondence with NYS DOT (traffic and pedestrian concerns), Grid Capacity Evaluation (electrical capacity study), revised conceptual site plan, correspondence with Seneca Nation, correspondence with West Seneca School District.



We look forward to presenting this project to the Town Board at an upcoming meeting. If you have any questions or need any additional information, please feel free to contact me at 585-770-2525 or svakiener@labellapc.com.

Respectfully submitted,

LaBella Associates

Shelby Vakiener
Civil Engineer

Attached

- Revised Conceptual Site Plan
- Renovated Mansion Floorplans

NOT FOR CONSTRUCTION

CERTIFICATE OF AUTHORIZATION NUMBER:
PROFESSIONAL ENGINEERING: 016281
LAND SURVEYING: 017976
GEOLOGICAL: 018750

It is a violation of New York Education Law Art. 145 Sec. 7209 & Art. 147 Sec. 7307, for any person, unless acting under the direction of a licensed architect, professional engineer, or land surveyor, to alter an item in any way. If an item bearing the seal of an architect, engineer, or land surveyor is altered, the altering architect, engineer, or land surveyor shall affix to the item their seal and notation "altered by" followed by their signature and date of such alteration, and a specific description of the alteration.

© 2024 LaBella Associates

HOME LEASING
75 S CLINTON AVE SUITE 700,
ROCHESTER, NEW YORK 14604

WEST SENECA
2544 CLINTON STREET,
WEST SENECA, NEW YORK 14224

2	12/13/2024	REVISED TOWN BOARD SUBMISSION
1	10/28/2024	TOWN BOARD COMMENTS
NO.	DATE:	DESCRIPTION:

PROJECT NUMBER: 2241067

DRAWN BY:

REVIEWED BY:

ISSUED FOR: TOWN BOARD APPROVAL

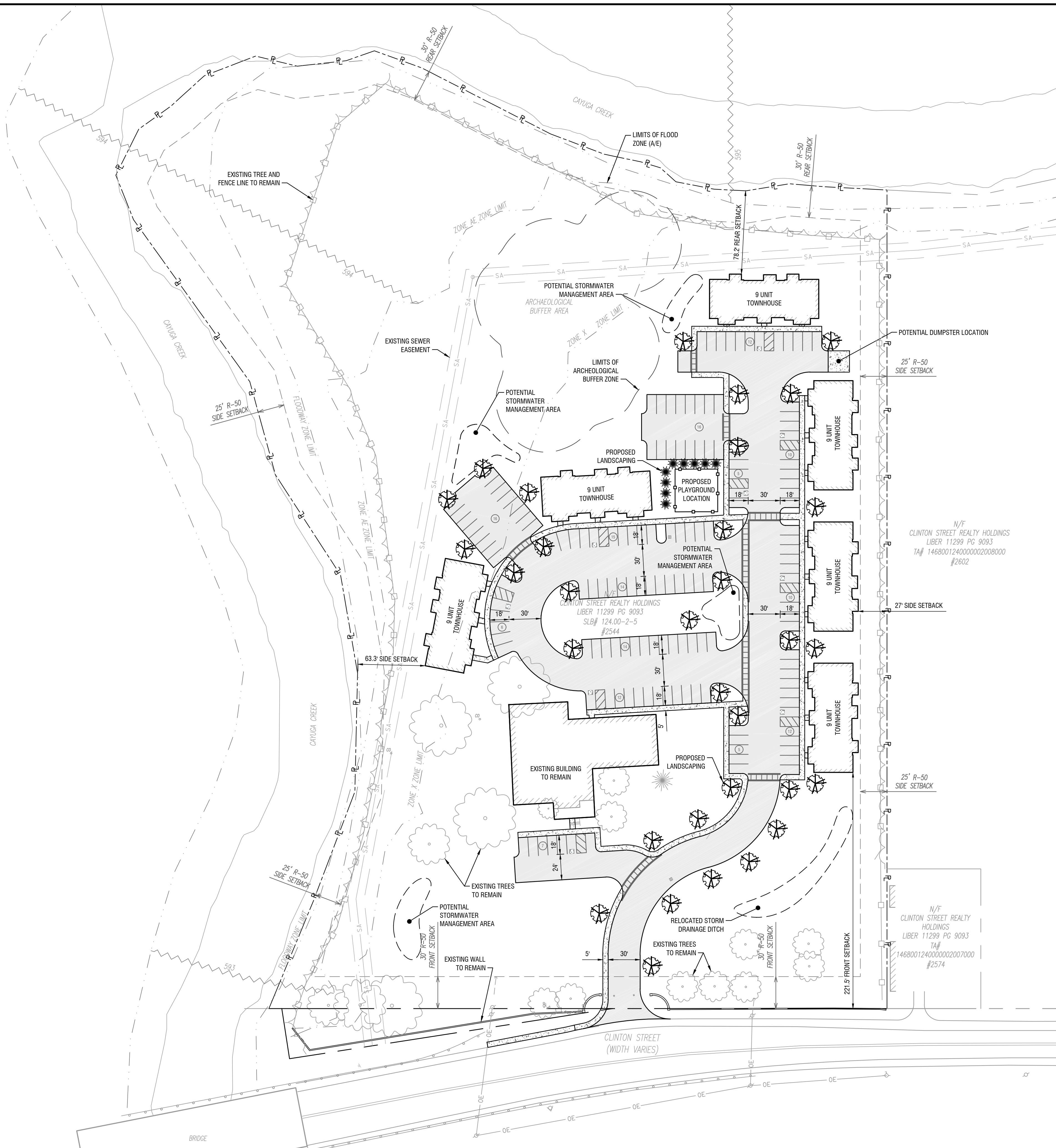
DATE: 5/22/2024

DRAWING NAME:

CONCEPTUAL SITE PLAN

DRAWING NUMBER:

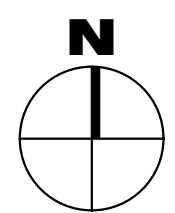
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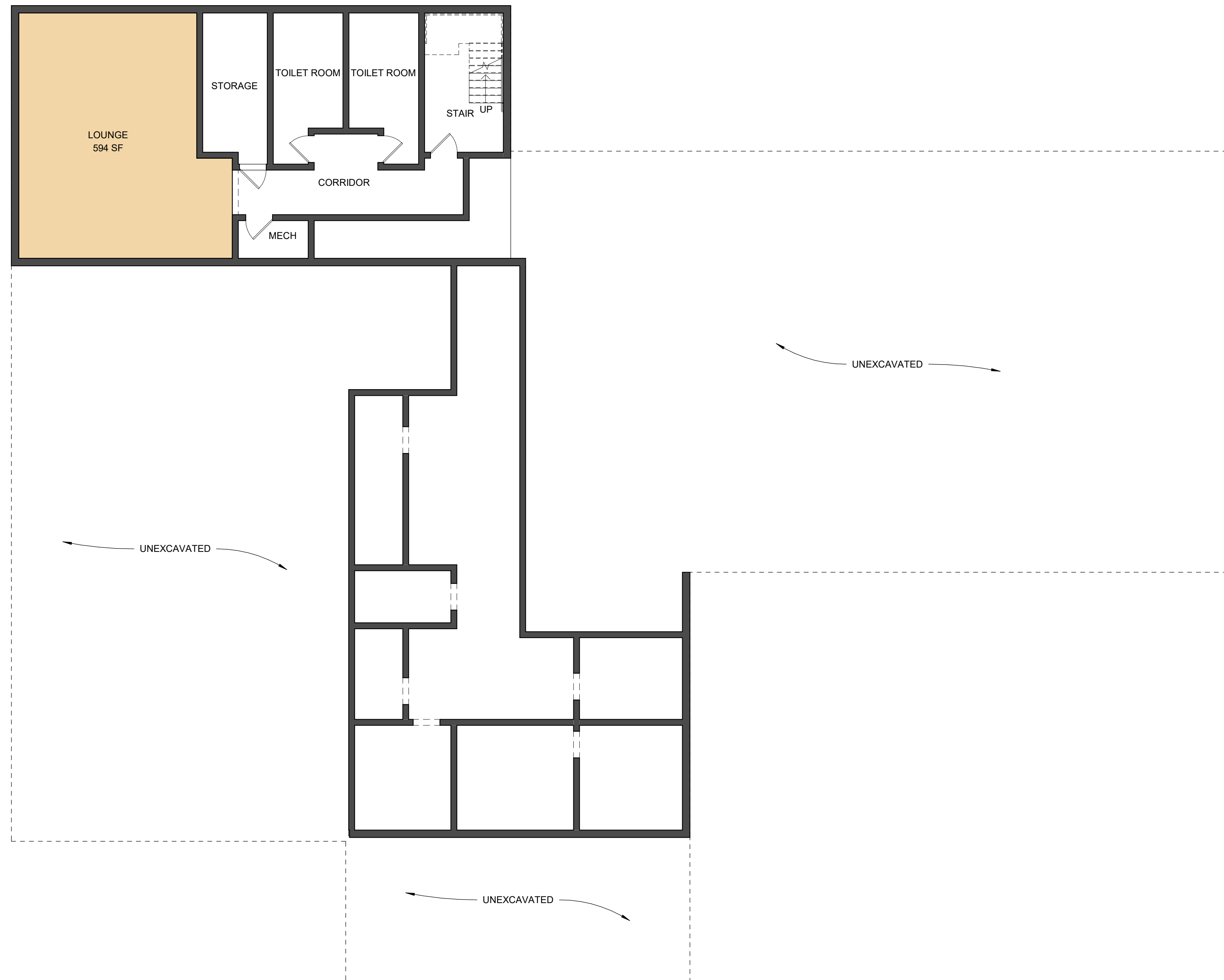


PROJECT DATA		
PARCEL INFORMATION		
APPLICANT/OWNER	HOME LEASING	
PARCEL ADDRESS	2544 CLINTON STREET	
SLB #	124.00-2-5	
PARCEL AREA (TOTAL)	11.7 ACRES	
TOTAL PROJECT AREA	± 7.0 ACRES	
TOTAL DISTURBANCE AREA	± 4.5 ACRES	
ZONING INFORMATION		
	REQUIRED	PROPOSED
CLASSIFICATION	R-50	R-50
FRONT SETBACK	30 FT	± 116 FT
SIDE SETBACK	25 FT**	- FT
REAR SETBACK	30 FT*	± 78 FT
GREEN SPACE	-	8.35 ACRES
PARKING INFORMATION		
	REQUIRED	PROPOSED
PARKING SPACES	154	154
ISLAND TREES	8	8
SHADE TREES	16	16

*OR A DISTANCE EQUAL TO THE HEIGHT OF PRINCIPAL BUILDING, WHICHEVER IS GREATER.
**FOR MULTIFAMILY DWELLINGS, EACH SIDE YARD SHALL BE 25 FEET OR A DISTANCE EQUAL TO ONE-HALF (1/2) THE HEIGHT OF SUCH BUILDING, WHICHEVER IS GREATER. THE TOTAL OF THE TWO SIDE YARDS SHALL BE TWICE THAT REQUIRED FOR ONE SIDE YARD. THE TOWN BOARD SHALL HAVE THE POWER TO REDUCE SAID SIDE YARD REQUIREMENTS UPON SHOWING OF SPECIAL CIRCUMSTANCES OR HARDSHIP.

1
C201
CONCEPTUAL SITE PLAN
SCALE: 1" = 50'





Plan Legend

- SHELTER-IN-PLACE LOCATION **
- SPACES PLACED ON STAND BY GENERATOR TO SUPPORT OPERATIONAL FUNCTIONS
- RESIDENTIAL SPACE(S)

**SHELTER-IN-PLACE ACCOMMODATIONS INCLUDE, BUT ARE NOT LIMITED TO: MISC. ELECTRICAL OUTLETS, LIGHTING, REFRIGERATOR, SINK, MICROWAVE, AT LEAST (1) ACCESSIBLE BATHROOM, HEATING AND COOLING, AND LOCAL DOMESTIC HOT WATER

Basement Floor Plan

Home Leasing - West Seneca



Plan Legend

- SHELTER-IN-PLACE LOCATION **
- SPACES PLACED ON STAND BY GENERATOR TO SUPPORT OPERATIONAL FUNCTIONS
- RESIDENTIAL SPACE(S)

**SHELTER-IN-PLACE ACCOMMODATIONS INCLUDE, BUT ARE NOT LIMITED TO: MISC. ELECTRICAL OUTLETS, LIGHTING, REFRIGERATOR, SINK, MICROWAVE, AT LEAST (1) ACCESSIBLE BATHROOM, HEATING AND COOLING, AND LOCAL DOMESTIC HOT WATER

First Floor Plan

Home Leasing - West Seneca



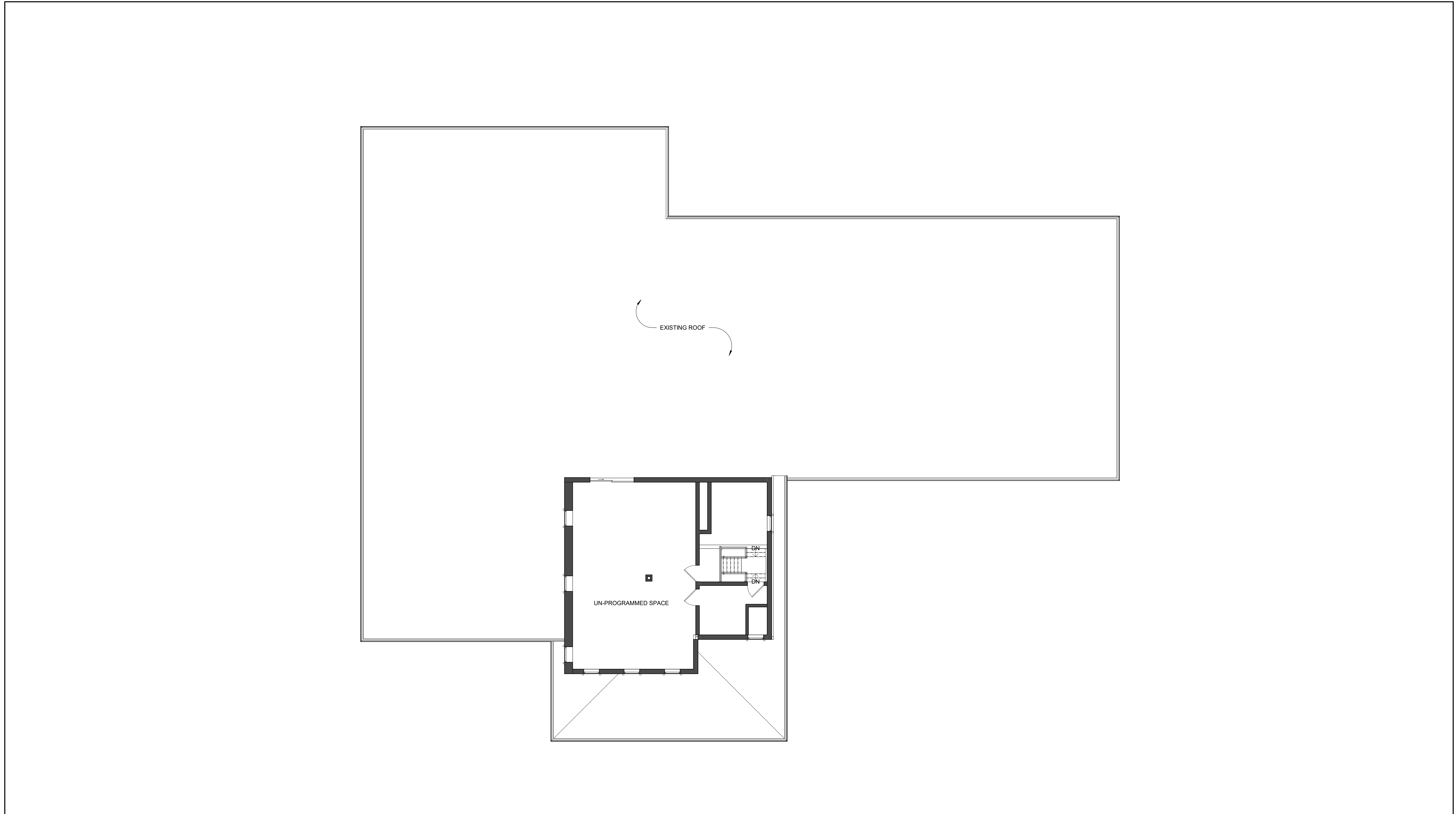
Plan Legend

- SHELTER-IN-PLACE LOCATION **
- SPACES PLACED ON STAND BY GENERATOR TO SUPPORT OPERATIONAL FUNCTIONS
- RESIDENTIAL SPACE(S)

**SHELTER-IN-PLACE ACCOMMODATIONS INCLUDE, BUT ARE NOT LIMITED TO: MISC. ELECTRICAL OUTLETS, LIGHTING, REFRIGERATOR, SINK, MICROWAVE, AT LEAST (1) ACCESSIBLE BATHROOM, HEATING AND COOLING, AND LOCAL DOMESTIC HOT WATER

Second Floor Plan

Home Leasing - West Seneca



Third Floor Plan
Home Leasing - West Seneca

TOWN OF WEST SENECA



LEGAL DEPARTMENT

TOWN SUPERVISOR
GARY A. DICKSON

TOWN COUNCIL
ROBERT J. BREIDENSTEIN
SUSAN K. KIMS
JEFFREY A. PIEKAREC
SCOTT D. ROBERTSON

December 18, 2024

Seneca Nation of Indians
Tribal Historic Prevention Office
90 Ohi:yo' Way
Salamanca, New York 14779

Re: Town of West Seneca/Planning Board
Our file No.: 2030-1

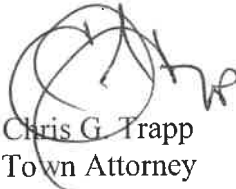
Sir/Madam:

Please review our correspondence of November 26th, a copy of which we enclose. Forwarded at the same time to you were the additional documents to assist you with your review. We have now heard from the school district with respect to any concerns or issues which it might have and we were interested in your comments, if any, with respect to this project for affordable housing. The Town Board will have this on its agenda for further discussion at the end of January.

We look forward to hearing from you with regard to the forgoing. If you have any questions, or if you would like to discuss this matter further, please do not hesitate to contact me. Thank you for your anticipated courtesy and consideration.

Very truly yours,

TOWN OF WEST SENECA



Chris G. Trapp
Town Attorney

CGT/eem
Enclosure

cc: Hon. Gary A. Dickson, Town Supervisor
Amelia Greenan, Deputy Town Supervisor
Jeffrey Schieber, Code Enforcement Officer

TOWN OF WEST SENECA



LEGAL DEPARTMENT

TOWN SUPERVISOR
GARY A. DICKSON

TOWN COUNCIL
ROBERT J. BREIDENSTEIN
SUSAN K. KIMS
JEFFREY A. PIEKAREC
SCOTT D. ROBERTSON

November 26, 2024

Via USPS Mail and Facsimile (716-945-8133)

Seneca Nation of Indians
Tribal Historic Preservation Office
90 Ohi:yo' Way
Salamanca, New York 14779

Re: Town of West Seneca/Planning Board
Our file No.: 2030-1

Sir/Madam:

A question with respect to a proposed project has arisen in the Town of West Seneca on property located at 2544 Clinton Street. The project involves multi-family low income housing and the State Historic Preservation Office (SHPO) has approved the project, but the Town believed that in light of the discovery of certain artifacts on the site, a review by the Seneca Nation would still be appropriate. Toward that end, we are enclosing copies of the approvals from the State agency along with copies of the basic proposal from the entity proposing the project. We would appreciate your review and comments, if any, prior to this project proceeding further. One of the Town Councilmembers, Robert Breidenstein, was previously the Superintendent of Schools at the Salamanca City Central School District and suggested that further consideration should be obtained.

We look forward to hearing from you with regard to the forgoing. If you have any questions, or if you would like to discuss this matter further, please do not hesitate to contact me. Thank you for your anticipated courtesy and consideration.

Very truly yours,

TOWN OF WEST SENECA

A handwritten signature in black ink, appearing to read "Chris G. Trapp".

Chris G. Trapp
Town Attorney

CGT/eem

Enclosure

cc: Jeffrey Schieber, Code Enforcement Officer

TOWN HALL • 1250 UNION ROAD • WEST SENECA, NEW YORK 14224 • (716) 558-3240

www.westseneca.net



**New York State
Parks, Recreation and
Historic Preservation**

KATHY HOCHUL
Governor

ERIK KULLESEID
Commissioner

September 15, 2023

Adam Driscoll
Home Leasing
75 S Clinton Ave
Rochester, NY 14604

Re: HTF
Clinton Street Affordable Housing Project
2544 Clinton St, Buffalo, NY 14224
22PR06904

Dear Adam Driscoll:

Thank you for continuing to consult with the New York State Historic Preservation Office (SHPO). We have reviewed the project in accordance with Section 106 of the National Historic Preservation Act of 1966. These comments are those of the SHPO and relate only to Historic/Cultural resources. They do not include potential environmental impacts to New York State Parkland that may be involved in or near your project.

We are in receipt of the Phase IB survey report (23SR00435; August 2023). The survey identified the CSRH Indigenous Site (USN 02925.000612) among 5 lithic artifact loci within the project's Area of Potential Effects (APE). The SHPO concurs with the intent to avoid Locus 5 including a 50ft buffer, and approves of the implementation of the Site Avoidance Plan included as Attachment E with the following additions:

- The site boundary including buffer will be clearly delineated on the final construction plans and identified as "Environmentally Sensitive Area—No Access." The SHPO requests submission of this updated Avoidance Map.
- A preconstruction meeting with the construction contractor(s) is required to notify those in charge of the requirements to protect and avoid the archaeological site.
- In the event that human remains are encountered during construction, all work must stop in the vicinity of the find and be reported to SHPO and the lead agency.

We note the potential to demolish a building that is partially within the 50ft buffer and concur with the measures as outlined in the Avoidance Plan if this option is selected, including continued consultation with this office. There are no additional archaeological concerns with artifact loci 1-4. Based on discussions with the lead agency, SHPO has consulted with interested Indian Nations regarding the Phase IB survey results.

Based upon this review, it is the opinion of the New York SHPO that no historic properties, including archaeological and/or historic resources, will be Adversely Affected by this undertaking with the condition that the avoidance measures outlined above and in the Avoidance Plan are implemented.

If you have any questions, you can call or e-mail me at the contact information below.

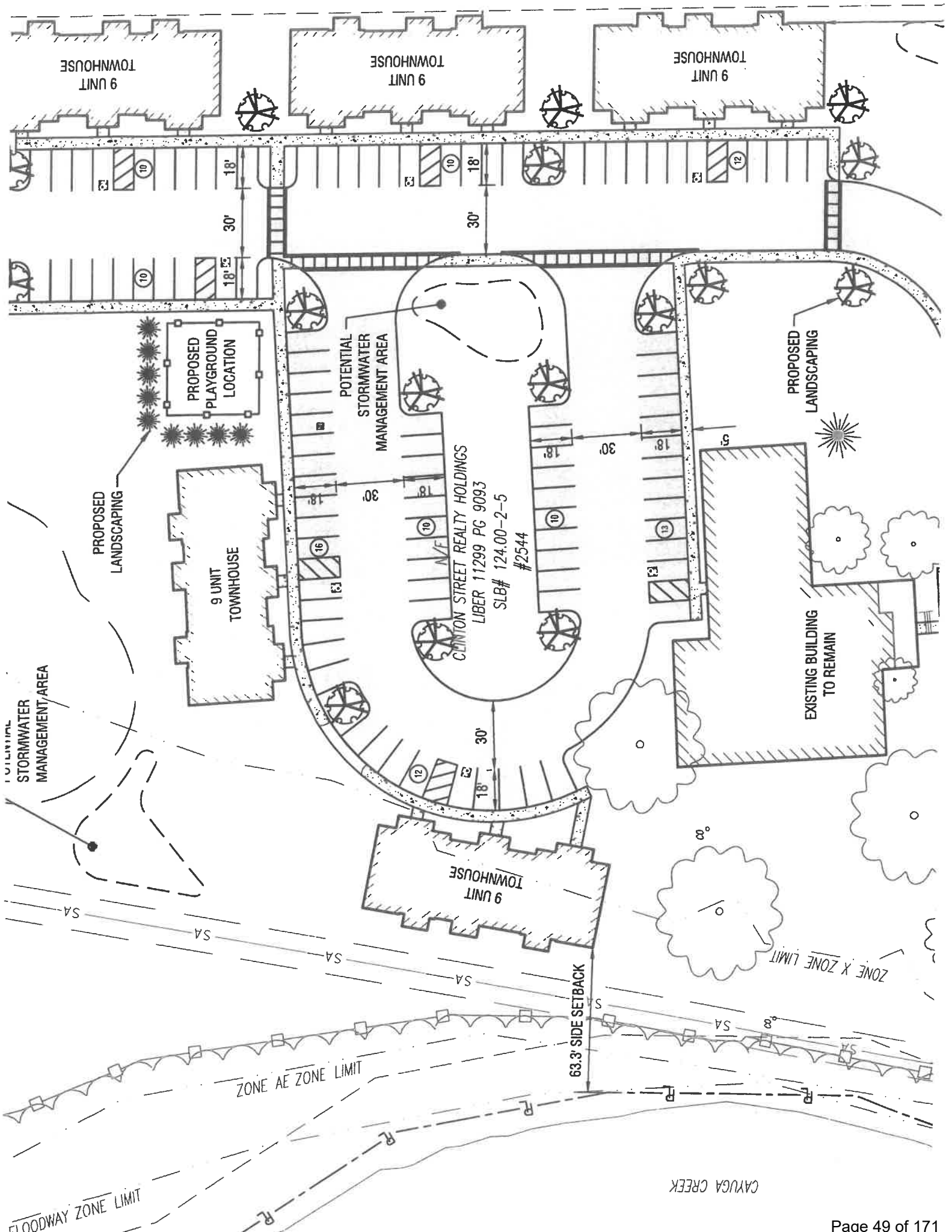
Sincerely,

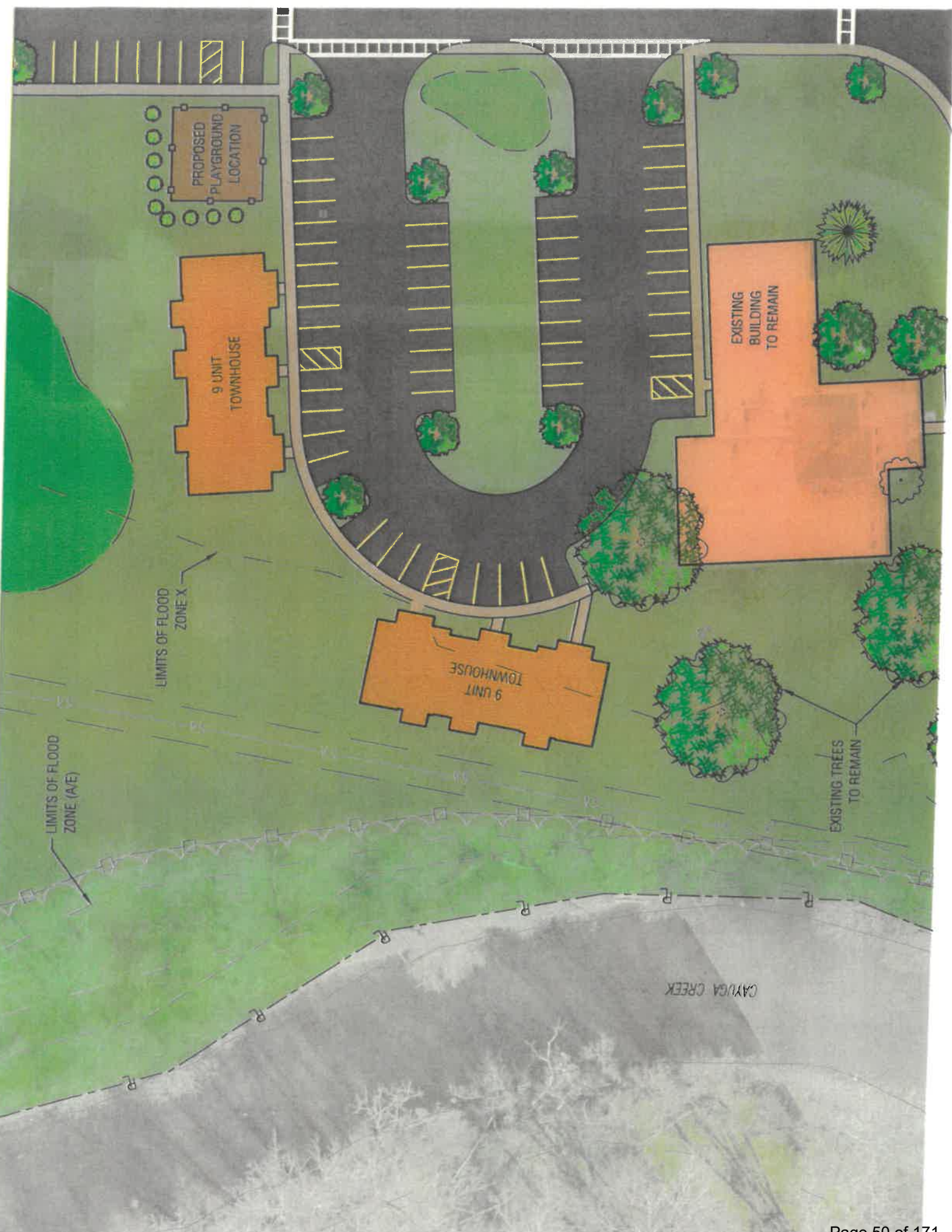


Andrew Farry, Ph.D.
Scientist/Archaeology
518-268-2185 | andrew.farry@parks.ny.gov



APPENDIX D:
CONCEPTUAL SITE PLAN





October 28, 2024

Jeffery Schieber
Code Enforcement Officer
1250 Union Road – Room 210
West Seneca, New York 14224

**RE: 2544 Clinton Street – Home Leasing Development
Rezoning and Special Use Permit – Supplemental Submission**

Mr. Schieber:

On behalf of Home Leasing, I am pleased to submit the attached supplemental information as a part of their application for rezoning and a special use permit approval for a proposed development at 2544 Clinton Street, an affordable housing (family) project. Tax parcel #124.00-2-5 is a 11.7-acre parcel bounded by Clinton Street (to the south), Cayuga Creek to the north and west, and a vacant property to the east.

Home Leasing is requesting rezoning of the parcel from M 1 Manufacturing District to R 50 Residence District, allowing for multiple-family dwellings with the issuance of a special use permit by the Town Board. The proposed development includes ±67 units split between a repurposing of the existing mansion on site to include approximately 13 units and six townhouse buildings in the rear of the property (54 units). Improvements to the interior of the existing mansion include the addition of the dwelling units, administrative offices, amenities for residents and modifications (interior and exterior) to make the first floor ADA accessible. Site improvements include the addition of a private road accessing the townhouses, parking, sidewalks, playground, landscaping and stormwater management facilities.

The existing site currently includes the above-mentioned mansion, two barns, a stone wall along Clinton and parking areas. The barns and parking areas will be demolished, while the existing stone wall will remain, with the entrance being widened to allow for emergency vehicle access to the site.

After completion of the rezoning and special use permit process, Home Leasing intends to submit a fully engineered package to the Planning Board for Site Plan Approval.

An application package for rezoning and a special use permit was originally submitted to the town in May 2024. The project appeared in front of the Planning Board on 6/13/2024, where it received a positive referral to the Town Board. The project appeared in front of the Town Board on 7/15/2024. Included as a part of previous submissions to the town, the following items were provided to the town staff:

- Letter of intent, Rezoning and Special User Permit Application, Conceptual Site Plan, Emergency Vehicle Access Sketch, Property Survey, Legal Description, Owner Authorization, EAF (short and long forms), SHPO No Effect & Site Avoidance Plan Letter, Geoarchaeological Reports (Phase 1, Phase 1A and Phase 1B reports), Traffic Assessment.



At the 7/15/2024 Town Board meeting, Home Leasing received feedback from the town board requesting several supplemental reports, correspondence with interested reviewing agencies and conceptual plan revisions.

In the months following, Home Leasing has been working to address the feedback from the town board and supplemental comments/concerns from board members. Below is a list of the comments received from the board and summaries of the additional data provided in the attached appendices.

Original comments from the Town Board, provided via email on 7/16/2024:

1. *A study or communication from Erie County regarding the sewers mentioned above.*
2. *A letter from DOT stating that a traffic study is not needed, or, if it is needed, a study.*
3. *A letter from NYSEG (or National Grid) stating that they have capacity for your project*
4. *A revamped plan that does not need such a large parking variance. Needing 150 and having only 100 spots will probably not fly. You may need to reduce the project by one building.*
5. *A plan for a sidewalk on Clinton that connects to the sidewalk over the creek. Either that or a letter from DOT saying you are not permitted to build one.*

Supplemental Comments received via email:

6. *A negative declaration from the Seneca Nation-Tribal Historic Preservation Office and SHPO relative to the large cache of Indigenous artifacts on site.*
7. *Provide documents from the West Seneca Schools correspondence. Communication with the school district on impact on enrollment.*

1. **Sewer Study – Appendix A (Study regarding the sewer capacity)**

Labella Associates completed a sewer study to analyze the potential impact of the proposed development would have on the existing sewer infrastructure and to confirm the available capacity. TEC Smith was contracted to install monitoring nodes in existing manholes as directed by Erie County Department of Health. Sanitary flows were monitored in three downstream manholes from August 13, 2024 – September 18, 2024. The data was provided to Labella Associates to complete the sewer analysis report. Attached in Appendix A, with all supplemental node data provided to the town under separate cover.

Results from the sewer study conclude that the existing sewer has sufficient capacity to handle to the proposed project. Of the three sample locations, the highest existing flows recorded during the monitoring period showed the existing 60" Sewer (Casmier Street) peaking at 34.6% of its total capacity. The proposed project would increase the load to 34.8% (dry weather weekend day peak). At the two other sample locations (Mathews Cemetery NW Corner and 8 Cable Street), the proposed project would increase peak flows to 10.3% and 33.3% of the total sewer pipe capacity respectively (dry weather weekend day peak).

Refer to Appendix A for the sewer report, as prepared by LaBella Associates (Kristopher Winkler, P.E.)

2. **DOT – Traffic Study Correspondence – Appendix B**

Labella and Home Leasing met with the New York State Department of Transportation, Region 5 staff on 8/6/2024 to discuss if any traffic studies would be required in addition to the report



prepared by Labella Associates and shared with the town and DOT staff (Traffic assessment dated 6/13/2024). The meeting was held with Casey Gordon, Ronald Frei and Carl Calarco of the DOT.

The DOT is not requesting any additional traffic assessments at this time. The Traffic Assessment originally provided is sufficient. Email correspondence confirming the DOT position via Casey Gordon, Transportation Analyst is provided in Appendix B.

3. Electrical Capacity – Appendix C (Grid Capacity Evaluation Report)

Labella Associates has prepared a Grid Capacity Evaluation to provide insight into the available electrical capacity for the proposed project. The evaluation looks at the current capacity of the electrical grid in the area and estimates the electrical load that the proposed project would potentially add to the existing infrastructure. The evaluation report includes research from the Electricification Capacity online resource and a site visit for observation of existing feeds. The Grid Capacity Evaluation (GCE) is provided in Appendix C.

Results from the Grid Capacity Evaluation found that the proposed project would increase the load on the 12.5kV circuit to 83.6% of its available capacity (if constructed at the time of the report). This is below the maximum peak percentage, therefore is Labella's opinion that the project can be serviced without additional upgrades from NYSEG. Based on previous experience, if the total peak percentage is below 90%, the proposed developments can be serviced without upgrades.

Per NYSEG protocol, "Will Serve" letters cannot be provided until the project has an official address as issued by the local 911 department. Thus, until the project is further along a letter cannot be obtained.

Refer to Appendix C for the GCE prepared by Labella Associates (Anthony Sanganetti, P.E.).

4. Revised Conceptual Plan – Appendix D (additional parking)

A revised conceptual site plan is provided in Appendix D. The project now proposes 116 parking spaces (75%) of the code required 154 parking spaces. The proposed project has been reduced from 75 units to 67 units, which reduced the code required parking from 170 spaces to 154 spaces. An additional 16 spaces were added to the conceptual plan, bringing the project up to 75% of the code required spaces, an increase from the original plan which provided 56% of the requirement.

5. DOT - Connecting Sidewalk on Clinton Steet – Appendix E

Labella and Home Leasing met with the New York State Department of Transportation, Region 5 staff on 8/6/2024 to discuss the possibility of adding a sidewalk to Clinton Street to help connect the proposed project to the retail areas to the west. The meeting was held with Casey Gordon, Ronald Frei and Carl Calarco of the DOT.

Labella provided a conceptual sketch to the DOT of a sidewalk from the proposed development connecting the shoulder of Clinton Street (included in Appendix E). At this time the DOT does not intend to upgrade/widen the road shoulder and/or bridge over Cayuga Creek or allow modification to the guardrail. The DOT does not object to the routing shown in blue (sidewalk in ROW, up to existing guardrail) on the above-mentioned sketch and as shown on the revised conceptual plan (Appendix D). Email correspondence confirming the DOT position via Casey Gordon, Transportation Analyst is provided in Appendix E.



6. Communication with Seneca Nation – Appendix F (SHPO No Effect Letter)

As previously shared with the town, Home Leasing has received a No Effect Letter from SHPO on 9/15/2023. As a part of the SHPO review process the NYS staff reached out to the local Native American tribes, with no comments/objections received. Additionally Home Leasing also reached out to local tribes as a part of the SHPO and geoarchaeological studies, with no comments/objects received.

Prior to receiving the No Effect Letter, Home Leasing contracted out geoarchaeological studies as requested by SHPO, completing a Phase 1, Phase 1a and Phase 1b study and “Site Avoidance Plan”. Home Leasing will avoid all development in sensitive areas, avoid disturbance within the buffer zones and strictly follow the site avoidance plan as referenced and approved by SHPO and as provided by Deuel Archaeology & CRM (Jeremy Deuel, M.A.).

Included in Appendix F is a copy of the SHPO No Effect Letter and a copy of the Site Avoidance Plan (appendix E of the Phase 1b report).

7. Correspondence with West Seneca Schools

Home Leasing met with the Superintendent of the West Seneca School District (Dr. Lisa Krueger) on 10/22/2024. The school district is very supportive of the proposed project and will welcome any students that live in the proposed development into the district, whether they are existing or new students.

Based on the average number of children in Home Leasing's other multi-family communities, it is expected that 31 of the 67 proposed units at the proposed West Seneca site will be occupied by a school-aged children. Specifically using two of Home Leasing's existing communities with similar bedroom counts (communities with predominantly 2BR and 3BR units). Home Leasing would expect the number of school-aged children in residence to increase to 54. Based on Home Leasing's other family communities, it is estimated that over 80% of these children would already be part of the existing school district.

We look forward to presenting this project to the Town Board on November 4th. If you have any questions or need any additional information, please feel free to contact me at 585-770-2525 or svakiener@labellapc.com.

Respectfully submitted,

LaBella Associates

Shelby Vakiener
Civil Engineer



Attached

- Appendix A – Sewer Report (abbreviated report)
- Appendix B – DOT Traffic Correspondence
- Appendix C – Grid Capacity Evaluation
- Appendix D – Conceptual Plan (Revised)
- Appendix E – DOT sidewalk Correspondence
- Appendix F – SPHO No Effect & Site Avoidance

Under Separate Cover:

- Sewer Report (full report)



**APPENDIX A:
SEWER REPORT**

Prepared For:

Home Leasing, LLC
75 South Clinton Avenue, Suite 700
Rochester, NY 14604

Submitted by:

LaBella Associates
300 State Street, Suite 201
Rochester, NY 14614
(716) 551-6281



SEWER REPORT FOR WEST SENECA

Date: October 2024

Last Revised: October 2024

LBA Project No. 2241067

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Appendices

- Attachment A - Site Location Map
- Attachment B - TECsmith Flow Monitoring
- Attachment C - TECsmith Time Tables
- Attachment D - Erie County Flow Monitoring
- Attachment E - Erie County Time Tables

Section 1 – Introduction

Home Leasing is proposing the development of a new affordable housing complex on a +/- 11.7-acre parcel in West Seneca, NY. Home Leasing is seeking rezoning of the parcel from M 1 to R 50, allowing for multiple-family dwellings with the issuance of a special use permit by the Town Board. Home Leasing is also seeking Site Plan Approval from West Seneca and HCR 9% funding from New York State. The proposed development includes 67 units split between a re-purposing of the existing mansion on site to now include apartments and six townhouse buildings in the rear of the property. Improvements to the existing mansion include the dwelling units, administrative offices, community room for residents and modifications (interior and exterior) to make the first floor ADA accessible. The community room will only be utilized by tenants. The project includes a private road accessing the townhouses, parking, sidewalks, playground, landscaping and stormwater management facilities.

Site Location

The 11.7-acre site is nestled between Clinton Street (State Route 354) to the south and Cayuga Creek to the North and West. Within a quarter mile of the development there are multiple commercial uses and Interstate 90. The neighborhood is predominately comprised of agricultural land, single- and two-family homes and industrial/manufacturing facilities. See appendix A for location site map.

Section 2 – General

Existing Site Conditions

The existing site includes the above-mentioned mansion, two barns, a stone wall along Clinton Street and parking areas. The barns and parking areas will be demolished, while the existing stone wall will remain, with the entrance being widened to allow for emergency vehicle access to the site.

The site topography is relatively flat with elevations generally ranging from 600 to 580. Storm water runoff from site drains either via sheet flow directly to Cayuga Street, or to drainage inlets that drain to Cayuga Creek. The existing drainage system on site is minimal and consists of a small swale and dry detention basin which collects and re-directs off-site drainage from the east. Drainage is then conveyed to Cayuga Creek via storm pipes and open drainage swales.

Proposed Site Conditions

The proposed development includes 67 units split between a re-purposing of the existing mansion on site to now include apartments and six townhouse buildings in the rear of the property.

Project Data:
 Facility Type: Affordable Housing
 No. of Buildings: 7 (Including one (1) existing)

Section 3 – Proposed Facilities

Stormwater

Storm and sanitary are separate systems within the project site.

Building Utility Services – Sanitary

The following summarizes the sanitary sewer service sizes for each building.

Table 1: Sanitary Lateral Sizes

Building #	Sanitary Lateral Size
Existing Mansion	6"
1	6"
2	6"
3	6"
4	6"
5	6"
6	6"

Sanitary Sewer

The project requires a Down Stream Sewer Capacity analysis (DSCA) to conform with NYSDEC regulations considering proposed sanitary flows are intended to convey a flow greater than 2,500 gallons per day.

In accordance with Erie County policy a downstream, dry weather sanitary capacity analysis is included. The monitoring report is included in the appendices.

Based on the flow depth measurements recorded the following conclusions are reached:

- At no time did the flow depth exceed pipe diameter at any of the downstream monitoring points during the wet weather events monitored.
- One time during the monitoring period the depth of flow exceeded the diameter of the pipe.

DSCA Summary:

Erie County provided three (3) nodes, described below:

Flow Monitoring Period: August 13, 2024, to September 18, 2024

Dry Week Days Monitored: Aug 13-15, Aug 20-23, Aug 26-30, Sept 2-5, Sept 10-13, and Sept 16-18.

Dry Weekend Days Monitored: Aug 24-25, Sept 8, and Sept 14-15.

Nodes (manholes):

Node 1 MH BAA8A – 48" RCP (Matthews Cemetery NW Corner)

Node 2 MH BAA9A – 60" RCP (Casimer Street)

Node 3 MH BAAA8 – 66" RCP (8 Cable Street)

Design Parameters:

Hydraulic Loading rates per NYS Design Standards for Intermediate Wastewater Treatment Systems, March 5, 2014. Calculations included below:

Apartments – Bedroom Units = 110 gpd/unit

Office Space= 15 gpd / employee

Average Daily Design Flow:

One Bdrm Units:(12 units) x (1 bdrm/unit)x 110gpd/bdrm=1,320 gpd

Two Bdrm Units:(21 units) x (2 bdrm/unit)x110gpd/bdrm=4,620 gpd

Three Bdrm Units:(34 units) x (3 bdrm/unit)x110gpd/bdrm=11,220 gpd

Office Space: 4 Employees x 15 gpd = 60 gpd

Total = 17,220 gpd

Peak Hourly Flow (Sanitary): 17,220 gpd x Peak Factor

Total Population=[(12x1)+(21x2)+(34x3)]x2 people per bedroom=

=156x2= 312People (assume 2 people per bedroom)+4 office employees=316. P = 0.316 (in thousands)

Peaking Factor = $(18 + \sqrt{P}) / (4 + \sqrt{P}) = (18 + 0.5621) / (4 + 0.5621) = 4.07$

Peak Sanitary Demand = $17,220 \times 4.07 = 70,085 \text{ gpd}$

0.0700 MGD

(0.13 CFS)

Sanitary Demand Calculations:

Node 1 – Average 17,220 gpd (0.017 MGD)

Entire Site:

110-gal/d/unit x 1bdrmx12 units=1,320 gpd

+ 110-gal/d/unit x 2bdrmx21 units=4,620 gpd

+110-gal/d/unitx3bdrmx34 units=11,220 gpd

4 employees x 15 gpd=60 gpd

Site total= 17,220 gpd

Ave. Total = 17,220 gpd (0.017 MGD)

Assume 2 people per bedroom. 2 x 156 bedrooms = 312 people + 4 office employees = 316 people. P = 0.316 (in thousands)

Peaking Factor = $(18 + \sqrt{P}) / (4 + \sqrt{P}) = 4.07$

Peak Sanitary Demand = 17,220 x 4.07 = 70,085 gpd
0.0700 MGD
 (0.13 CFS)

Node 2 – Average 17,220 gpd (0.017 MGD)

Entire Site:

110-gal/d/unit x 1bdrm x 12 units = 1,320 gpd
 + 110-gal/d/unit x 2bdrm x 21 units = 4,620 gpd
 + 110-gal/d/unit x 3bdrm x 34 units = 11,220 gpd
 4 employees x 15 gpd = 60 gpd
 Site total = 17,220 gpd

Ave. Total = 17,220 gpd (0.017 MGD)

Assume 2 people per bedroom. 2 x 156 bedrooms = 312 people + 4 office employees = 316 people. P = 0.316 (in thousands)

Peaking Factor = $(18 + \sqrt{P}) / (4 + \sqrt{P}) = 4.07$

Peak Sanitary Demand = 17,220 x 4.07 = 70,085 gpd
0.0700 MGD
 (0.13 CFS)

Node 3 – Average 17,220 gpd (0.017 MGD)

Entire Site:

110-gal/d/unit x 1bdrm x 12 units = 1,320 gpd
 + 110-gal/d/unit x 2bdrm x 21 units = 4,620 gpd
 + 110-gal/d/unit x 3bdrm x 34 units = 11,220 gpd
 4 employees x 15 gpd = 60 gpd
 Site total = 17,220 gpd

Ave. Total = 17,220 gpd (0.017 MGD)

Assume 2 people per bedroom. 2 x 156 bedrooms = 312 people + 4 office employees = 316 people. P = 0.316 (in thousands)

Peaking Factor = $(18 + \sqrt{P}) / (4 + \sqrt{P}) = 4.07$

Peak Sanitary Demand = 17,220 x 4.07 = 70,085 gpd
0.0700 MGD
 (0.13 CFS)

Table 2: Dry Weather Peak Weekday

Node	Sewer	Ave. Daily Flow (mgd)	Existing Peak Flow (mgd)	Proposed Peak Sanitary Flow (mgd)	Total Peak Flow (mgd)	Theoretical Capacity (mgd)	Available Capacity (Y/N)
1-MH BAA8A	48" RCP @ 0.41% (Matthews Cemetery NW Corner)	0.017	7.953*	0.07	8.023	59.6	Y
2-MH BAA9A	60" RCP @ 0.042% (Casimer Street)	0.017	11.619**	0.07	11.689	34.6	Y
3-MH BAAA8	66" RCP @ 0.026% (8 Cable Street)	0.017	10.614***	0.07	10.684	35.1	Y

Notes:

*Peak Dry Week Day for Nodes 1 on Aug 27,2024

**Peak Dry Week Day for Node 2 on Aug 21,2024

***Peak Dry Week Day for Node 3 on Aug 21,2024

Table 3: Dry Weather Peak Weekend Day

Node	Sewer	Ave. Daily Flow (mgd)	Existing Peak Flow (mgd)	Proposed Peak Sanitary Flow (mgd)	Total Peak Flow (mgd)	Theoretical Capacity (mgd)	Available Capacity (Y/N)
1-MH BAA8A	48" RCP @ 0.41% (Matthews Cemetery NW Corner)	0.017	6.070*	0.07	6.140	59.6	Y
2-MH BAA9A	60" RCP @ 0.042% (Casimer Street)	0.017	11.972**	0.07	12.042	34.6	Y
3-MH BAAA8	66" RCP @ 0.026% (8 Cable Street)	0.017	11.615***	0.07	11.685	35.1	Y

Notes:

*Peak Dry Weekend Day for Nodes 1 on Aug 25,2024

**Peak Dry Weekend Day for Node 2 on Sept 14,2024

***Peak Dry Weekend Day for Node 3 on Sept 14,2024

DSCA CONCLUSION

Based on the analysis and flow monitoring results the flow depth peak increases are described below. The combined sewer has sufficient capacity to handle projected peak flows.

- Node 1 projected peak 0.07 MGD flow (0.13 CFS) result in approximately a 1.6 inch water level increase within the 48" RCP sewer.
- Node 2 projected peak 0.07 MGD flow (0.13 CFS) result in approximately 2.6 inch water level increase within the 60" RCP sewer.
- Node 3 projected peak 0.07 MGD flow (0.13 CFS) result in approximately 2.9 inch water level increase within the 66" RCP sewer.



APPENDIX B:

**DOT TRAFFIC STUDY
CORRESPONDENCE**

Vakiener, Shelby

From: Gordon, Casey (DOT) <Casey.Gordon@dot.ny.gov>
Sent: Tuesday, October 15, 2024 10:19 AM
To: Vakiener, Shelby
Cc: Calarco, Carl (DOT)
Subject: RE: [Ext] RE: Proposed Residential Development at 2542 Clinton Street, West Seneca - NYSDOT Comments on sidewalk proposal

Follow Up Flag: Follow up
Flag Status: Flagged

Good morning Shelby,

NYSDOT has reviewed the Traffic Assessment for 2544 Clinton Street dated 6/13/2024 which was provided in response to the NYSDOT SEQR comments dated 6/17/2024. NYSDOT has no additional comments or concerns regarding traffic for this site. The driveway design as described in the Traffic Assessment for the expected traffic counts will be subject to an additional engineering review as part of the NYSDOT Highway Work Permit process.

Casey Gordon

Transportation Analyst

New York State Department of Transportation

100 Seneca Street, Buffalo, NY 14203
716-847-3580 | Casey.Gordon@dot.ny.gov
dot.ny.gov

From: Vakiener, Shelby <SVakiener@LaBellaPC.com>
Sent: Thursday, October 10, 2024 4:53 PM
To: Gordon, Casey (DOT) <Casey.Gordon@dot.ny.gov>
Cc: Calarco, Carl (DOT) <Carl.Calarco@dot.ny.gov>
Subject: RE: [Ext] RE: Proposed Residential Development at 2542 Clinton Street, West Seneca - NYSDOT Comments on sidewalk proposal

ATTENTION: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

Casey,

Thanks for sending your response over regarding the sidewalk connection/future sidewalks. We have passed it along to the town as work on addressing Town Board comments.

One more open item that we have with the town is an email response stating the DOT's position on if a traffic study, TDMP or any further traffic analysis is required or if the DOT is satisfied with the data (traffic analysis) that has been provided. Would you be able to send over to me stating the DOT's position?



APPENDIX C:
GRID CAPACITY EVALUATION



Utility Grid Capacity Evaluation

GCE West Seneca
2544 Clinton St,
West Seneca, NY 14224
LaBella Project No. 2243432

Prepared For: Home Leasing
75 S Clinton Avenue, Suite 700
Rochester, NY 14604
Adam Driscoll, Development Manager
adamdr@homeleasing.net

Prepared By: LaBella Associates, DPC
300 State Street, Suite 201
Rochester, New York 14614

Date: October 2024

300 State Street, Suite 201 | Rochester, NY 14614 | p 585-454-6110 | f 585-454-3066

www.labellapc.com

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APPENDIX B - EXISTING CONDITIONS

APPENDIX C - LOAD SHEETS OR ESTIMATED LOADS

APPENDIX D - CALCULATIONS

APPENDIX E - PROPOSED SITE DESIGN

1.0 INTRODUCTION

Home Leasing is intending to re-develop an 11.7-acre parcel in the City of Buffalo into approximately 67 affordable family housing units. The project will include repurposing the existing mansion on site to include 13 apartments, offices, and amenities. In addition, the site will be developed to include six new townhouse buildings with an additional 54 housing units.

As part of the Homes and Community Renewal (HCR) and Housing Finance Agency (HFA) approval process, Home Leasing needs to obtain a “Will Serve” letter from all utilities including electric. The purpose of this report is to provide an evaluation of the existing electric lines in the immediate vicinity of the project site and to provide a reasonable cost estimate of the service connection or the required upgrades the project will need.

All information contained in this report, including existing electrical circuit and rating information is based on publicly available information and not from any coordination with NYSEG/RGE. LaBella gives no warranty, express or implied, as to accuracy, description, quality, fitness for any particular purpose, or any other matter, of the evaluations and estimates contained in this report that are based on the publicly available information of NYSEG/RGE and others.

2.0 SUMMARY OF EXISTING CONDITIONS

The proposed project will re-develop the 11.7-acre area in Buffalo, NY. The property currently has one main building, the existing mansion served by NYSEG/RGE. Refer to Appendix A for project location map.

Per NYSEG/RGE Housing Capacity Portal the project site has an existing overhead 12.5kV (feeder ID 3104002) running along Clinton St.

The table below summarizes the information available from the Electrification Capacity online resource.

Table 1. Existing Circuit Information

Parameters	Value
Circuit Feeder	3104002
Operating Voltage (kV)	12.5
Maximum Rating, Summer (MVA)	13.01
2022 Peak (MVA)	9.25

Based on field observations, the existing circuit is three phase overhead armless construction along Clinton St. For photos of the existing site and nearby electric circuits refer to Appendix B.

3.0 SUMMARY OF PROPOSED LOADING CONDITIONS

When calculating the electrical load of a development two variables are evaluated, the total connected load and the diversified load. The total connected load of the proposed building represents the amount of electricity being consumed when all devices within the building are connected and drawing power at the same time. The total connected load scenario is the maximum value and may not represent realistic conditions, therefore the diversified load should also be analyzed. The diversified load is an estimate of the expected electric consumption during peak hours.

The existing building is currently served from the 12.5kV line however electric consumption for the building has not been provided and cannot be estimated. As a conservative approach the capacity evaluation will consider the total area of development as a new load and not as a net increase from the existing load of the building. For the basis of this analysis, this estimated load will be the diversified load which is the one used to determine potential electric system upgrades. The table below summarizes the estimated loads and the information considered to calculate these. Refer to Appendix C for detailed calculations of the estimated loading.

Table 2. Proposed Loads

Parameters	Quantities
Total Interior Gross Area (sq-ft)	103,940
Elevator	0
EV Charging Units	5
Estimated Load (kW)	1,623
Estimated Load (MVA)	1.62

4.0 GRID CAPACITY EVALUATION

Based on the proposed diversified load, the new West Seneca project will increase the total peak load of the existing circuit to 10.87MVA. This additional load will increase the peak percentage rating of the existing conditions to 83.57%. Refer to Appendix D for detailed calculations.

Based on experience, if the total peak percentage of the circuit is less than 90% the development can be serviced without any upgrades, this will be considered a GREEN condition. If the total peak percentage of the circuit post development is between 90% and 100% minor upgrades may be required, such as increasing conductor size, replacing equipment, increasing the size of service transformers, etc. This will be considered a YELLOW condition. If the total peak percentage of the circuit post development exceeds 100% then major infrastructure upgrades may be required, such as a new circuit design or substation upgrades. This will be considered a RED condition.

The West Seneca project is in a GREEN condition, see chart below.

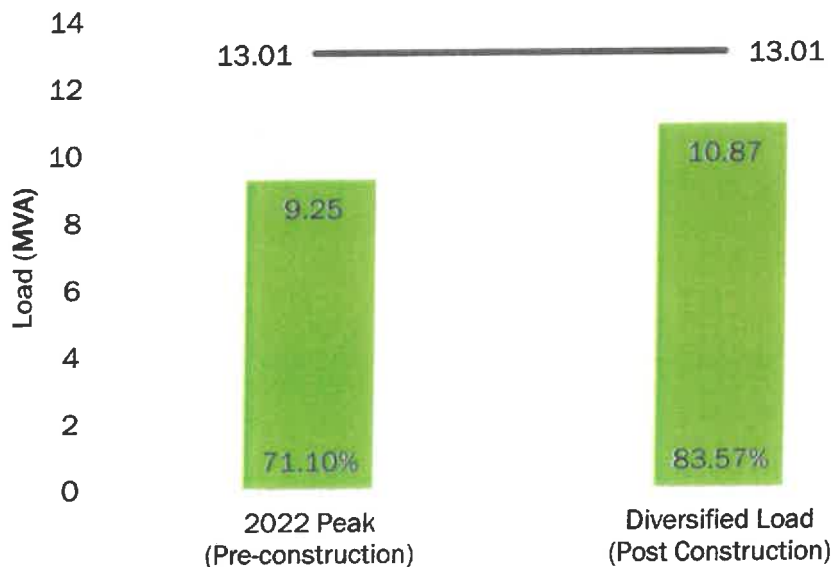


Chart 1. Peak Load Capacity

Based on the post development conditions, we believe that the new development may be able to be serviced without any upgrades needed to the existing circuit. The most cost-effective solution would be to utilize the existing service however new transformers and conductors may be required due to the additional load.

APPENDIX A

Location Map



PROJECT SITE

CLINTON ST.

GREENSIDE DR.

A DR.

PIA Ballia

It is a violation of New York Education Law, Art. 145 Sec. 7209 & Art. 147 Sec. 7207, for any person, unless acting in the direction of a licensed architect, professional engineer, or land surveyor, to offer or perform any services as an architect, engineer, or land surveyor in all cases the offering architect, engineer, or land surveyor shall, when the word "offered" is followed by their discipline and title, as indicated above.

APPENDIX B

Existing Conditions

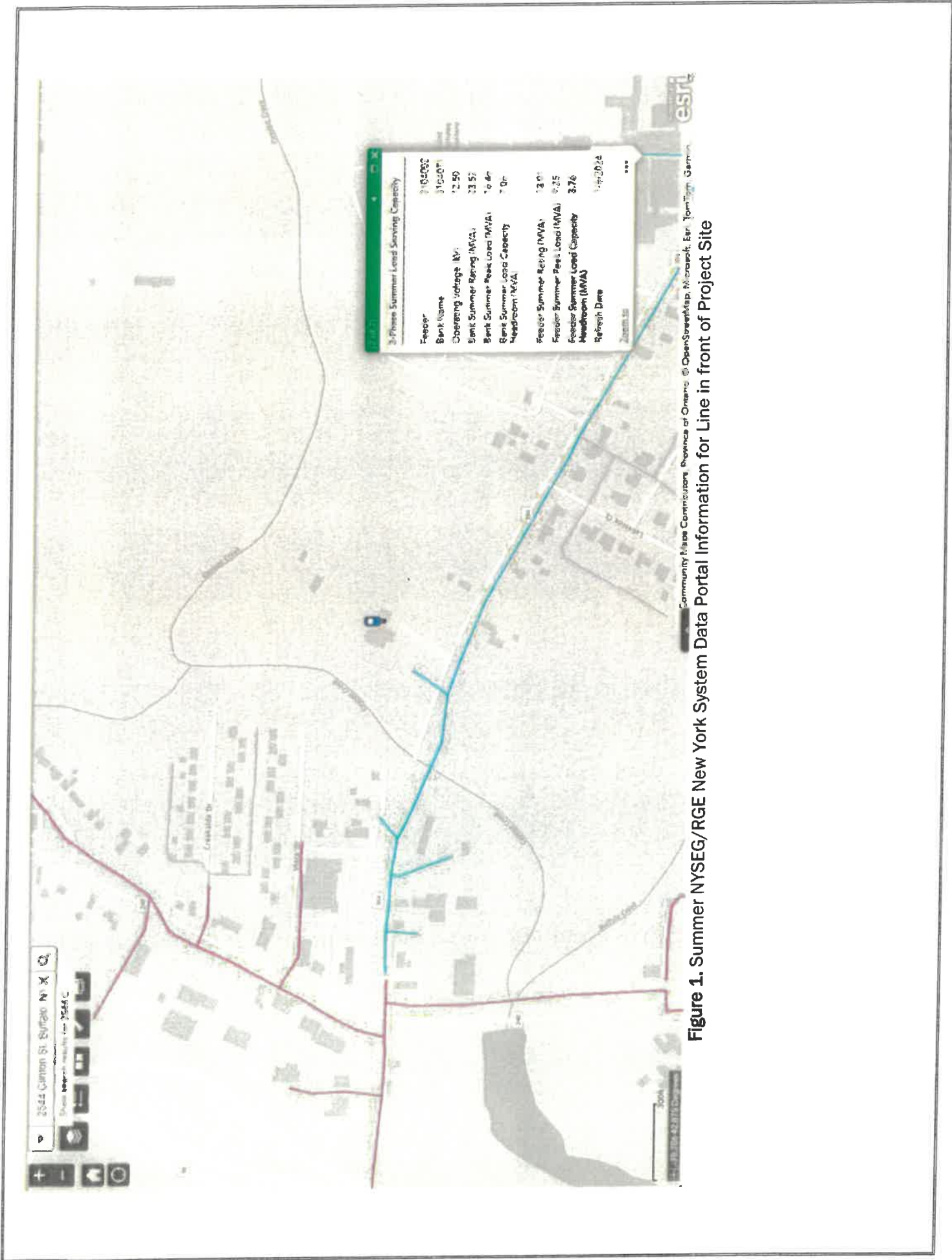


Figure 1. Summer NYSEG/RGE New York System Data Portal Information for Line in front of Project Site

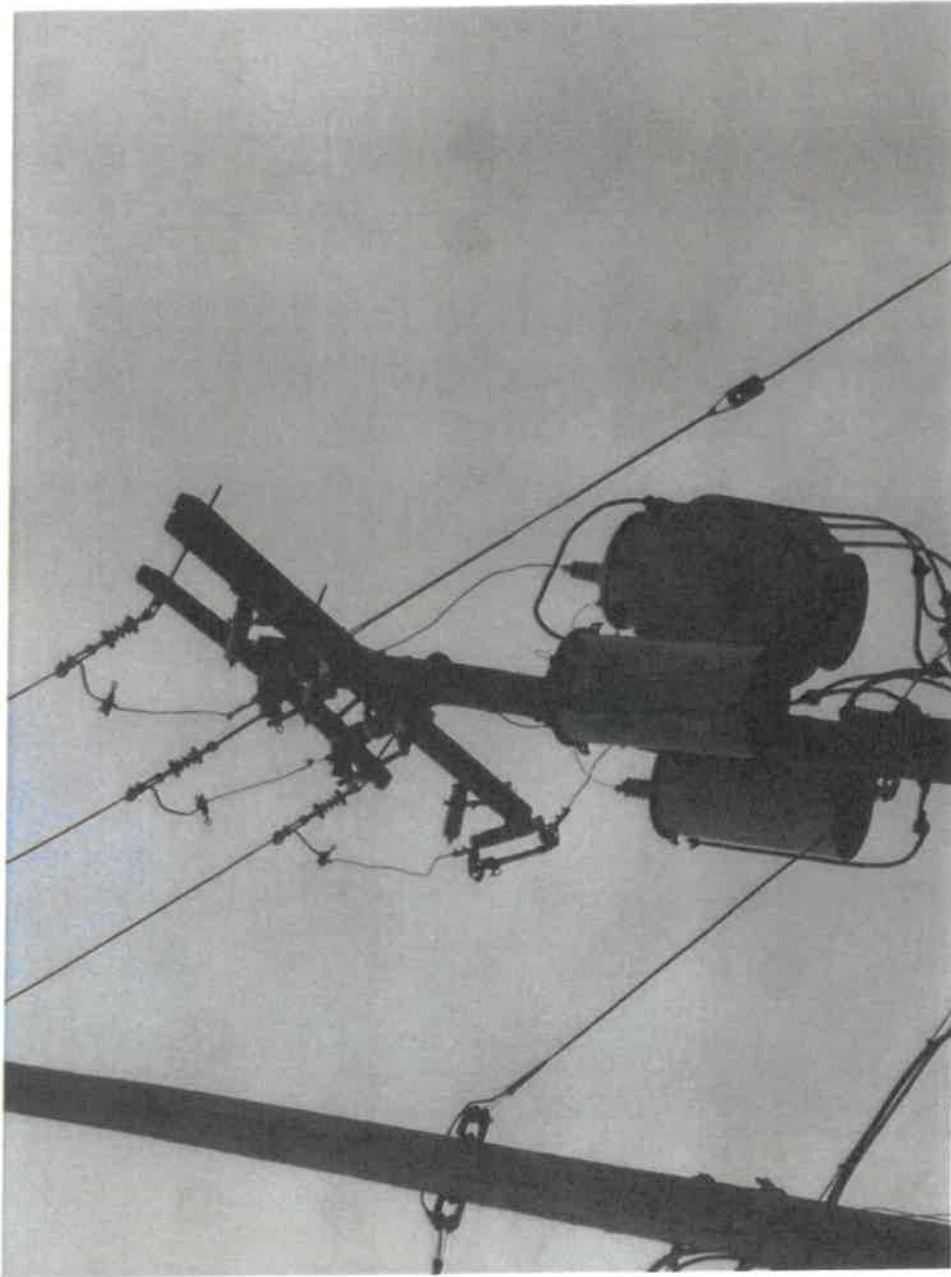


Photo 1. Close Up of Existing Pole on Project Site (Facing North Towards Project Site)



Photo 2. Existing Poles on Project Site (Facing North Towards Project Site)



Photo 3. Existing Line on Clinton St (Looking West)

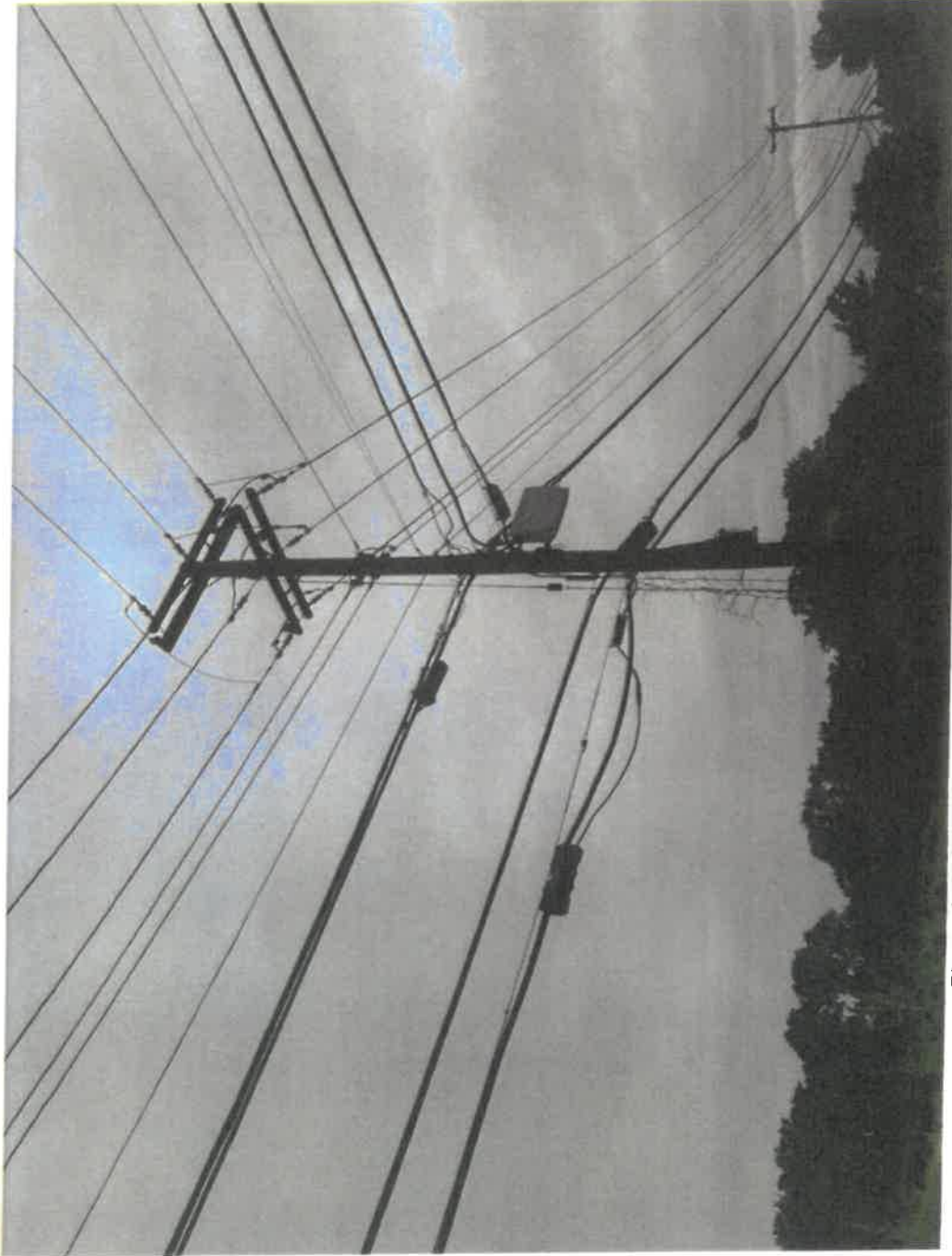


Photo 4. Existing Tap to Project Site on Clinton St (Looking West)



Photo 5. Existing Line on Clinton St (Looking West)



Photo 6. Existing Tap to Project Site on Clinton St (Looking East)



Photo 7. Existing Line on Clinton St (Looking East)

APPENDIX C

Estimated Load

General Assumptions

Description	Density	Units
Lightning Load	1.0	VA/sq-ft
Receptacle Load	1.0	VA/sq-ft
Electric Heating Load (heat pumps, hot water)	12.0	VA/sq-ft

Air-Handling Equip	1	CFM/sq-ft.
--------------------	---	------------

Pumping Equipment	50	BTU/hr/sq-ft
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Elevator	25**	HP*
EV Charging	6,700**	VA

Service Factor	125	%
----------------	-----	---

*To be conservative, we will assume 1HP = 1kW

**Taken from previous projects

For an AC single-phase

$$P = I \times V \times PF$$

Where,

P = power (watts)

I = current (MVA)

V = voltage (volts)

PF = power factor; for this effort we will assume it is equal to 1

$$\text{Therefore, } I = \frac{P}{V \times PF}$$

For an AC three-phase

$$P = I \times V \times \sqrt{3} \times PF$$

Where,

P = power (watts)

I = current (MVA)

V = voltage (volts)

PF = power factor; for this effort we will assume it is equal to 1

$$\text{Therefore, } I = \frac{P}{V \times \sqrt{3} \times PF}$$

Existing Circuit Information

Voltage, kV	12.5
Capacity, MVA	13.01
Peak, MVA	9.25
Phase	3
Current Peak Rating	71.10%

Diversified Load

Estimated Apartment Load = 1623kW; 1623/1000 = 1.623MVA

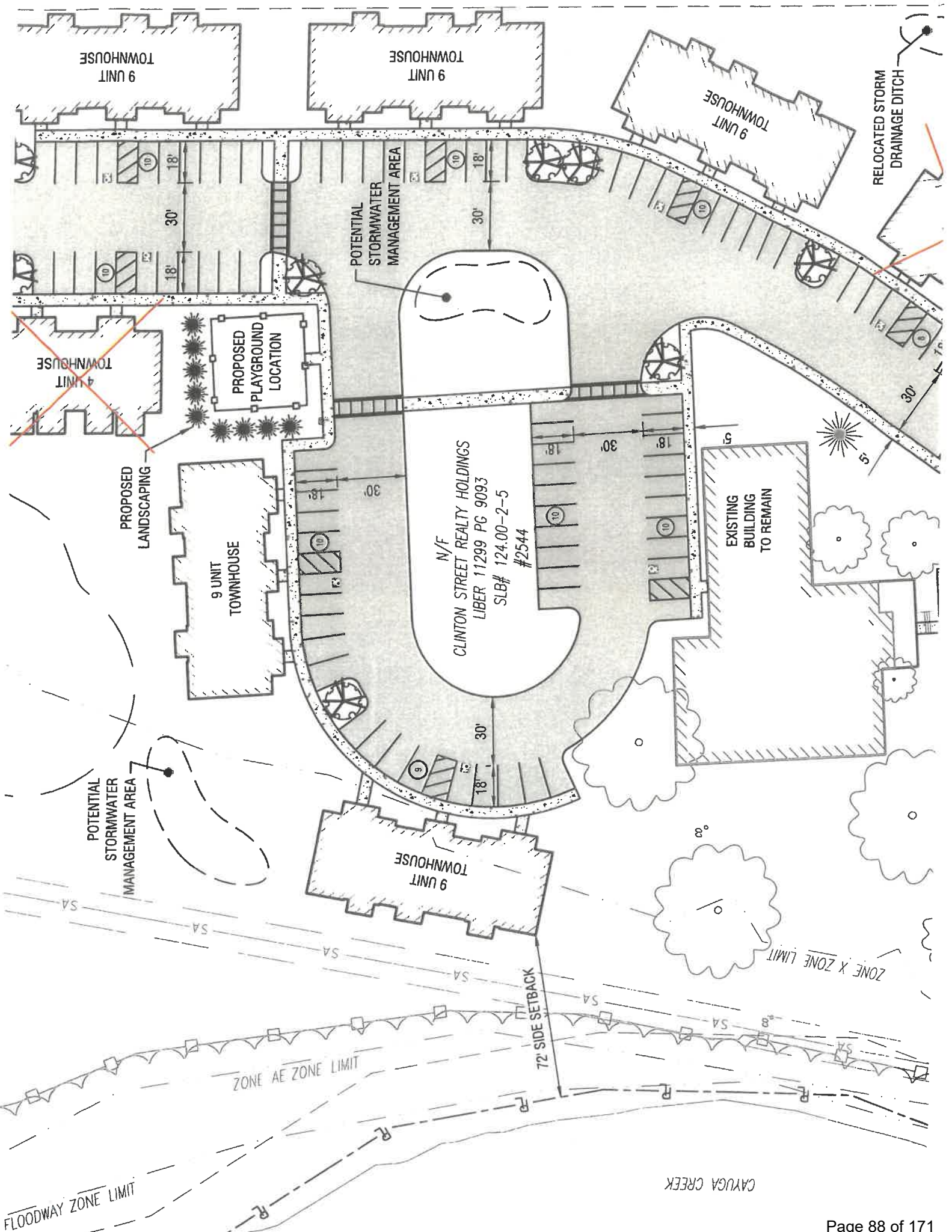
Proposed new peak load = 9.25 + 1.63 = 10.87MVA

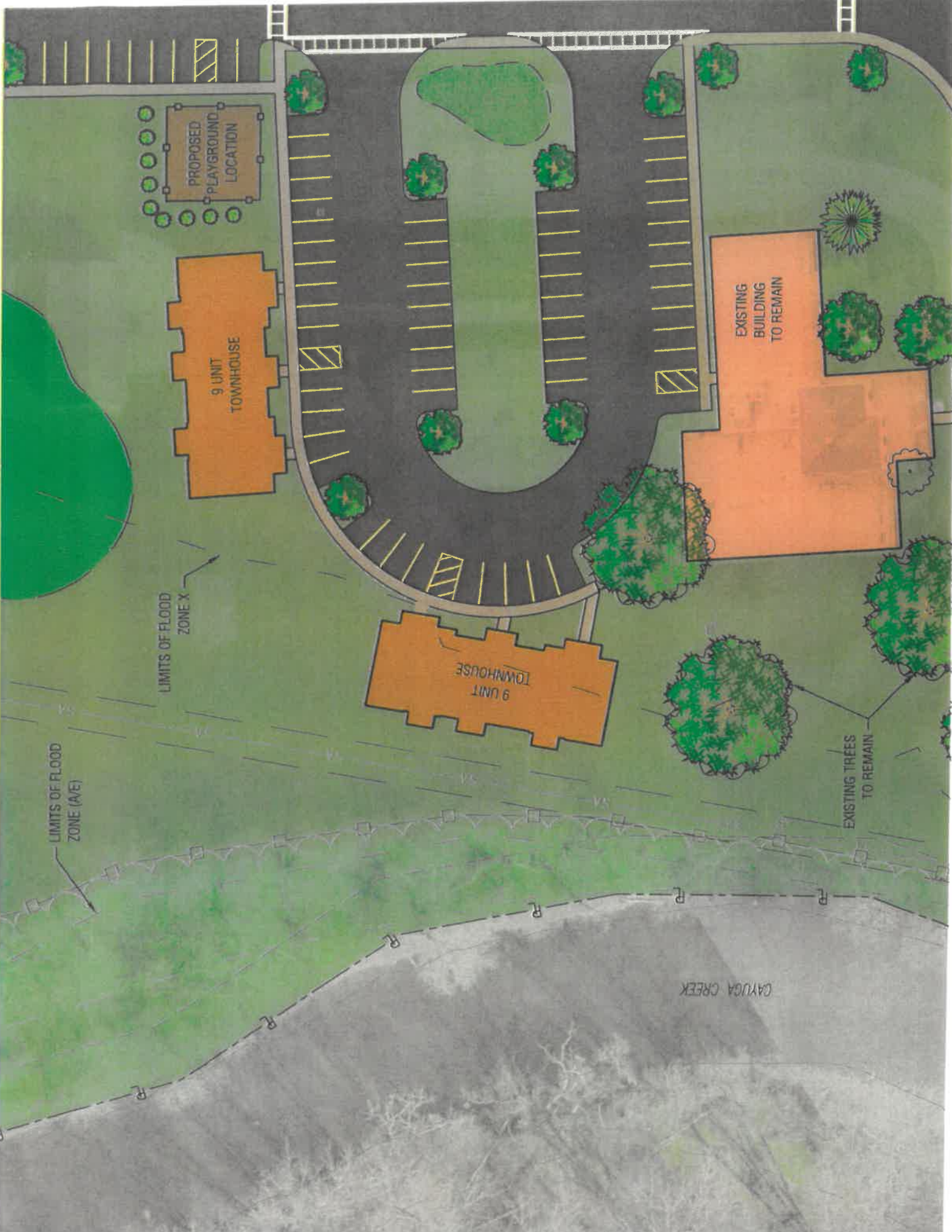
Peak Rating % = (10.87/13.01) x 100 = 83.57%

	Diversified
Total Power, kW	1623
Total Load, MVA	1.62
New Peak Circuit Load, MVA	10.87
Peak Rating	83.57%

APPENDIX E

Proposed Site Design





Vakiener, Shelby

From: Gordon, Casey (DOT) <Casey.Gordon@dot.ny.gov>
Sent: Friday, August 23, 2024 12:43 PM
To: Vakiener, Shelby
Cc: Winkler, Kristopher; Calarco, Carl (DOT); Adam Driscoll
Subject: RE: [Ext] RE: Proposed Residential Development at 2542 Clinton Street, West Seneca - NYSDOT Comments on sidewalk proposal

Follow Up Flag: Follow up
Flag Status: Flagged

Good morning,

NYSDOT has reviewed the sidewalk proposals as provided for the development at 2542 Clinton Street . At this time, NYSDOT does not intend to make any changes to the guardrails as installed at this location. NYSDOT does not object to the routing shown as the "blue path" in the concept plans which installs a new sidewalk along the entrance driveway and ties into the shoulder pavement and allows pedestrians to continue on the existing shoulder to access the bridge.

This sidewalk, along with all other entrance features within the State Right of Way, will require an additional engineering review with more detailed plans as part of the NYSDOT Highway Work Permit process if the development is approved by the Town.

Respectfully,
Casey Gordon
Transportation Analyst
Planning and Program Management

New York State Department of Transportation, Region 5
100 Seneca Street, Buffalo, NY 14203
(716) 847-3580
Casey.Gordon@dot.ny.gov
www.dot.ny.gov



From: Vakiener, Shelby <SVakiener@LaBellaPC.com>
Sent: Tuesday, August 6, 2024 10:30 AM
To: Gordon, Casey (DOT) <Casey.Gordon@dot.ny.gov>
Cc: Winkler, Kristopher <kwinkler@LaBellaPC.com>; Frei, Ronald A (DOT) <Ronald.Frei@dot.ny.gov>; Calarco, Carl (DOT) <Carl.Calarco@dot.ny.gov>; Adam Driscoll <adamdr@homeleasing.net>
Subject: RE: [Ext] RE: Proposed Residential Development at 2542 Clinton Street, West Seneca

ATTENTION: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

Casey, Ron, Carl,

Thanks for meeting with us this morning, it was very helpful to talk through the project. Attached are the sketches of the conceptual sidewalk options that we discussed on the call.

Let me know if you need anything else to facilitate email responses to Jeff Schieber and I.

Thanks,
Shelby

Shelby Vakiener

LaBella Associates | Civil Engineer

585-770-2525 direct
585-454-6110 office

From: Gordon, Casey (DOT) <Casey.Gordon@dot.ny.gov>
Sent: Thursday, August 1, 2024 1:49 PM
To: Vakiener, Shelby <SVakiener@LaBellaPC.com>
Cc: Winkler, Kristopher <kwinkler@LaBellaPC.com>; Frei, Ronald A (DOT) <Ronald.Frei@dot.ny.gov>; Calarco, Carl (DOT) <Carl.Calarco@dot.ny.gov>
Subject: RE: [Ext] RE: Proposed Residential Development at 2542 Clinton Street, West Seneca

That looks good for us.

Respectfully,
Casey Gordon
Transportation Analyst
Planning and Program Management

New York State Department of Transportation, Region 5

100 Seneca Street, Buffalo, NY 14203

(716) 847-3580

Casey.Gordon@dot.ny.gov

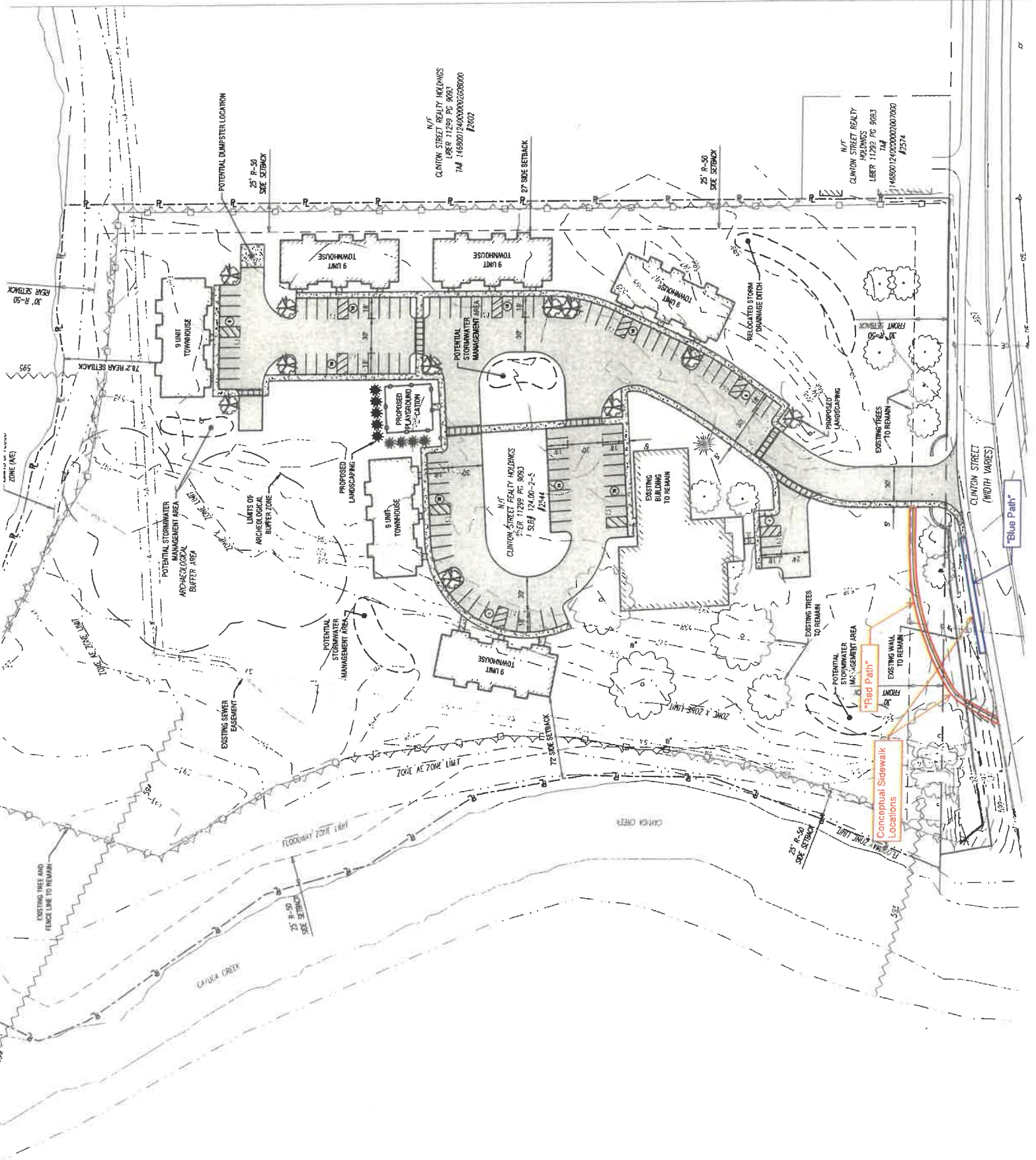
www.dot.ny.gov



From: Vakiener, Shelby <SVakiener@LaBellaPC.com>
Sent: Thursday, August 1, 2024 1:40 PM
To: Gordon, Casey (DOT) <Casey.Gordon@dot.ny.gov>
Cc: Winkler, Kristopher <kwinkler@LaBellaPC.com>; Frei, Ronald A (DOT) <Ronald.Frei@dot.ny.gov>; Calarco, Carl (DOT) <Carl.Calarco@dot.ny.gov>
Subject: RE: [Ext] RE: Proposed Residential Development at 2542 Clinton Street, West Seneca

You don't often get email from svakiener@labellapc.com. [Learn why this is important](#)

ATTENTION: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

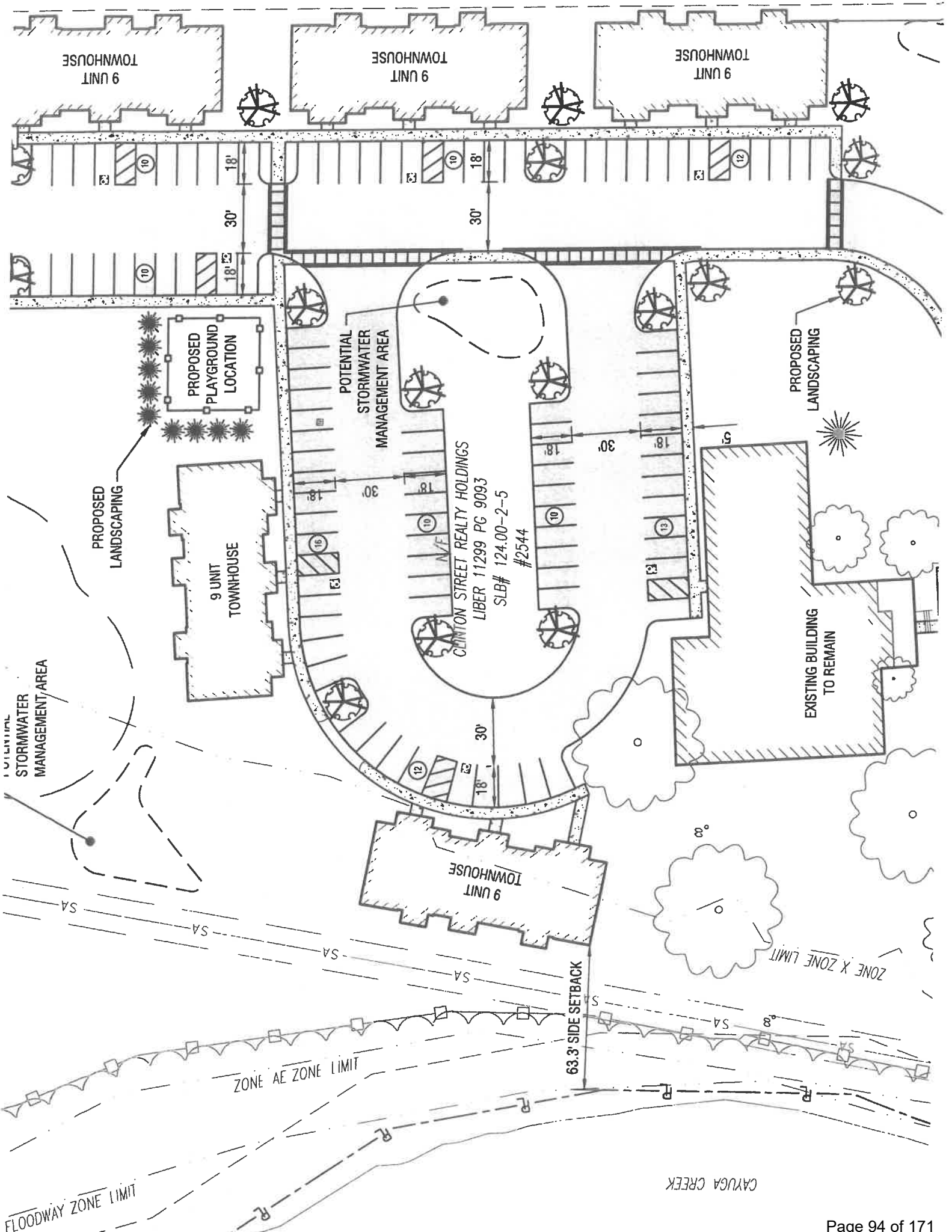


N.Y.
 CLINTON STREET REALTY HOLDINGS
 LPER 11289 PG 9083
 14688012400000000000
 #2602

N.Y.
 CLINTON STREET REALTY
 HOLDINGS
 LPER 11289 PG 9083
 14688012400000000000
 #2574



APPENDIX D:
CONCEPTUAL SITE PLAN





APPENDIX F:
SHPO NO EFFECT LETTER & SITE
AVOIDANCE PLAN



**New York State
Parks, Recreation and
Historic Preservation**

KATHY HOCHUL
Governor

ERIK KULLESEID
Commissioner

September 15, 2023

Adam Driscoll
Home Leasing
75 S Clinton Ave
Rochester, NY 14604

Re: HTF
Clinton Street Affordable Housing Project
2544 Clinton St, Buffalo, NY 14224
22PR06904

Dear Adam Driscoll:

Thank you for continuing to consult with the New York State Historic Preservation Office (SHPO). We have reviewed the project in accordance with Section 106 of the National Historic Preservation Act of 1966. These comments are those of the SHPO and relate only to Historic/Cultural resources. They do not include potential environmental impacts to New York State Parkland that may be involved in or near your project.

We are in receipt of the Phase IB survey report (23SR00435; August 2023). The survey identified the CSRH Indigenous Site (USN 02925.000612) among 5 lithic artifact loci within the project's Area of Potential Effects (APE). The SHPO concurs with the intent to avoid Locus 5 including a 50ft buffer, and approves of the implementation of the Site Avoidance Plan included as Attachment E with the following additions:

- The site boundary including buffer will be clearly delineated on the final construction plans and identified as "Environmentally Sensitive Area—No Access." The SHPO requests submission of this updated Avoidance Map.
- A preconstruction meeting with the construction contractor(s) is required to notify those in charge of the requirements to protect and avoid the archaeological site.
- In the event that human remains are encountered during construction, all work must stop in the vicinity of the find and be reported to SHPO and the lead agency.

We note the potential to demolish a building that is partially within the 50ft buffer and concur with the measures as outlined in the Avoidance Plan if this option is selected, including continued consultation with this office. There are no additional archaeological concerns with artifact loci 1-4. Based on discussions with the lead agency, SHPO has consulted with interested Indian Nations regarding the Phase IB survey results.

Avoidance Plan for Locus 5 of the CSRH Indigenous Site (DACRM Site ERI P001)

The Phase IB Archaeological Field Investigation conducted by Deuel Archaeology & CRM (DACRM) from June 22 through July 7, 2023 identified a previously unrecorded Indigenous Site distributed across 5 loci within the area of potential effect (APE) for the Proposed Development of 2544-2574 Clinton Street, Town of West Seneca, Erie County, New York. Loci 1-4 have low artifact densities and exhibited evidence of prior ground disturbances resulting in a lack of archaeological integrity. Therefore, no mitigation measures have been proposed for loci 1-4. Locus 5 of the site has temporally and functionally diagnostic artifacts with further research potential and fair archaeological integrity. The developer has selected to avoid potential adverse impacts to locus 5 of the site through archaeological monitoring and site avoidance. The proposed avoidance plan will consist of the following:

- A fence will be installed around the 50-foot buffer for the duration of construction. No disturbance will occur in any portion of the locus 5 of the site area without prior consultation with the SHPO.
- If the developer opts to demolish the larger outbuilding, which overlaps with the 50-foot buffer, they will engage the services of a 36 CFR 61 qualified archaeologist to monitor the demolition. An archaeological monitoring protocol will be submitted to the SHPO for review and comment prior to demolition. The building would be demolished and its foundation removed in its entirety, to an assumed depth of approximately 8 feet below grade; excavation for the foundation would extend outward only approximately 2 feet from the foundation. Once removed, a layer of clean fill and topsoil will be brought in, and the fence will be installed along the 50-foot buffer line. If the developer decides not to demolish the larger outbuilding, the 50-foot buffer fence will include the outbuilding to preserve the integrity of the buffered area.
- The developer plans to demolish the smaller outbuilding adjacent to the 50-foot buffer. If the buffer overlaps with the building, it will be removed in the same manner as described above for the larger outbuilding. If the building is outside the buffer, the fence will be installed along the buffer and the building will be carefully dismantled and removed in a manner that avoids ground disturbing activities within the buffered area.
- All new construction and associated sitework will occur outside the buffered area.
- The developer plans to install an interpretive plaque or panel in the lobby of the new development, which will inform residents and visitors of the history of the site. The locations of the recovered artifacts will not be identified to protect the site from potential looting.



TO: Honorable Town Board
FROM: Molly Martin, Deputy Town Clerk
DATE: January 27, 2025
SUBJECT: Town Attorney re Pay rate increases for part-time Legal Staff

Requested Action: I inadvertently failed to include a separate motion for the annual wage rates for Diane Webber, Law Clerk, and Joli Messinger, Clerk Typist PT, for 2025 because I believed that since they were included in the budget, the change would be automatic and effective at the beginning of the calendar year. I have since been advised that a separate motion from each department head is required. As a result, I would respectfully request that the hourly rate for Diane Webber be increased to \$23.28 per hour and Joli Messinger to \$19.10 per hour retroactive to the beginning of 2025.

RESOLUTION:

ATTACHMENTS:



TO: Honorable Town Board
FROM: Molly Martin, Deputy Town Clerk
DATE: January 27, 2025
SUBJECT: Town Clerk Newton re Pay rate increase for part-time Cashier Donna Ferron

Requested Action: I inadvertently failed to include a separate motion for the annual wage rates for part-time Clerk Typist Donna Ferron for 2025 because I believed that since they were included in the budget, the change would be automatic and effective at the beginning of the calendar year. Kindly increase the hourly rate for part-time Clerk Typist Donna Ferron to \$18.60 per hour retroactive to January 1, 2025.

RESOLUTION:

ATTACHMENTS:



TO: Honorable Town Board
FROM: Martha Franklin, Senior Police Clerk
DATE: January 27, 2025
SUBJECT: Chief Cosgrove re Promotion of Michael Kocieniewski to Patrol Lieutenant

Requested Action: Kindly move to promote Michael Kocieniewski to the rank of Police Lieutenant effective January 28th, 2025, at an annual salary of \$116,922.39.

RESOLUTION:

ATTACHMENTS:



TO: Honorable Town Board
FROM: Martha Franklin, Senior Police Clerk
DATE: January 27, 2025
SUBJECT: Chief Cosgrove re Appointment of Zachary Armstrong as part-time Court Security Officer

Requested Action: Kindly move to appoint Zachary Armstrong as a part-time Court Security Officer effective January 28th, 2025, at the rate of \$24 per hour.

RESOLUTION:

ATTACHMENTS:



TO: Honorable Town Board
FROM: Kelsey Lignos, Director of Senior Services
DATE: January 27, 2025
SUBJECT: Director of Senior Services re Appointment of Karen Thompson as part-time permanent Food Service Worker

Requested Action: Appoint Karen Thompson as a part-time permanent Food Service Worker at the rate of \$15.50 per hour effective effective January 28th, 2025. The position will be paid from account line 01762000.50146.

RESOLUTION:

ATTACHMENTS:



TO: Honorable Town Board
FROM: Kelsey Lignos, Director of Senior Services
DATE: January 27, 2025
SUBJECT: Director of Senior Services re Status change for part-time Senior Clerk Typist Georgiann Busse

Requested Action: Change the status of Senior Clerk Typist Georgiann Busse from temporary RPT to part-time permanent effective February 2, 2025, at her original rate of \$19 per hour. Funds will come from account code 01762000-50138.

RESOLUTION:

ATTACHMENTS:



TO: Honorable Town Board
FROM: Kelsey Lignos, Director of Senior Services
DATE: January 27, 2025
SUBJECT: Director of Senior Services re Status change for part-time Clerk Typist Jeanette Kropczynski

Requested Action: Change the status of part-time Clerk Typist Jeanette Kropczynski to part-time seasonal effective February 2, 2025. Funds will come from account code 01762000-50138

RESOLUTION:

ATTACHMENTS:



TO: Honorable Town Board
FROM: Kelsey Lignos, Director of Senior Services
DATE: January 27, 2025
SUBJECT: Director of Senior Services re Resignation of Recreation Attendant Valerie Halady

Requested Action: Accept the resignation of Recreation Attendant Valerie Halady effective January 25, 2025.

RESOLUTION:

ATTACHMENTS:

1. V. Halady Resignation Letter



TO: Honorable Town Board
FROM: Molly Martin, Deputy Town Clerk
DATE: January 27, 2025
SUBJECT: Councilmember Robertson re Resignation of Valerie Halady from the Senior Services Advisor Board

Requested Action: Accept the resignation of Valerie Halady from the Senior Services Advisory Board effective January 20, 2025. A replacement will be named at a later date once canvassing is completed.

RESOLUTION:

ATTACHMENTS:



TO: Honorable Town Board
FROM: Martha Franklin, Senior Police Clerk
DATE: January 27, 2025
SUBJECT: Chief Cosgrove re Retirement of part-time Disaster Coordinator Peter Spilsbury, Jr.

Requested Action: Kindly recognize the retirement of Peter W. Spilsbury, Jr. as part-time Disaster Coordinator. We greatly appreciate Peter's long-running commitment to our Town and wish him well in his future endeavors.

RESOLUTION:

ATTACHMENTS:

1. doc Spilsbury Retirement



TO: Honorable Town Board
FROM: Gary Dickson, Supervisor
DATE: January 27, 2025
SUBJECT: Supervisor Dickson re West Seneca Deer Control Program

Requested Action: Dear Colleagues,

As promised, below is the proposed deer control program for West Seneca for the board's approval.

1. In a letter dated 12/20/2024 the DEC issued a DEC deer damage permit (DDP) effective 1/1/2025 through 12/31/2025 upon receipt of the attached Agreement to Conditions signed by the Supervisor.
2. The West Seneca Deer Control Program (DCP) will be managed by a coordinator appointed by the Town Board who is a DEC-licensed Nuisance Wildlife Control Operator (NWCO) with extensive experience controlling deer in West Seneca, Clarence, and other towns. Everyone participating in the West Seneca program will possess an active NWCO license and pass a background screening by the West Seneca Police Department.
3. The DCP will take place on town-owned property and on private property, with the owner's permission, in accordance with DEC regulations.
4. DCP activity will be fully coordinated with the West Seneca Police Department (as are current deer control activities currently underway on private property with their own DEC permits).
5. Mirroring the program in Clarence, the Town of West Seneca will pay \$50 for each deer taken as part of the DCP and pay the Buck and Doe Shop in Williamsville to process the deer (currently estimated at \$20 per deer). Meat from the Buck and Doe shop will be donated to the West Seneca Food Pantry.
6. The Town of West Seneca will pay for bait (corn and apples) and other equipment for the DCP, except that participants will supply their own firearms and crossbows, as appropriate. The Highway Superintendent has agreed to provide storage for bait.

7. Every effort will be made to keep the DCP from negatively impacting the residents of West Seneca, with safety as the top priority.

8. At the end of each season (which will run from mid-November to the end of March), the DCP coordinator will present a summary of the number of deer taken, the number of deer recommended to take in the following season, any security incidents, and other relevant information and suggestions.

9. Upon board approval, the attached signed permit will be sent to the DEC.

RESOLUTION:

ATTACHMENTS:

1. Deer permit

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Fish, Wildlife and Marine Resources, Region 9
182 East Union, Suite 3, Allegany, NY 14706-1328
P: (716) 372-0645 | F: (716) 372-2113
www.dec.ny.gov

December 20, 2024

Honorable Gary A. Dickson
Town of West Seneca
1250 Union Road
West Seneca, NY 14224

**PERMIT TRANSMITTAL LETTER DEER
DAMAGE PERMIT NO. 9-2025-37993**

Supervisor Dickson:

Enclosed is the Town of West Seneca’s deer damage permit (DDP), which was issued in accordance with the applicable provisions of the Environmental Conservation Law (Article 11–0521). This permit is only valid once reviewed and *signed* by you (the permittee).

In addition, enclosed you will find the Log of Agents Shooting on a Deer Damage Permit (Shooter Log) form and the Deer Harvest Summary Report Card. You are required to maintain this Shooter Log and return the Report Card within *30 days* after the expiration date of your permit. **Reporting is required regardless of whether or not any deer are taken on your permit.**

Please do not hesitate to contact me with any questions. Thank you for your cooperation.

Sincerely,

Ryan D. Rockefeller
Wildlife Biologist – Big Game

Enclosed: Deer Damage Permit, Shooter Log, Report Card, Carcass Tags



Division of Fish and Wildlife, Bureau of Wildlife, Region 3

5 2025 37993

182 East Union St., Suite 3, Allegany, NY 14706

T. (716) 372-0845 ext.

www.dec.ny.gov

DEER DAMAGE PERMIT

Pursuant to Environmental Conservation Law 11-0521

ISSUED TO:

Gary Dickson	Town of West Seneca
1250 Union	
Buffalo, NY 14224	Work: (716) 558-3203
	Email: GDICKSON@TWSNY.ORG

LOCATION OF PROBLEM:

1. County: Erie, Town: West Seneca Lands owned by the Town of West Seneca and private properties where agreements have been secured. List of properties to be maintained by the permittee., WMU: 9C

NATURE OF CONFLICT:

Community/Residential

ACTIONS AUTHORIZED:

Baiting, Lethal removal (bow or crossbow), Lethal removal (shotgun or muzzleloader), Take of antlerless deer only. Use of artificial lights, night vision, laser sights and thermal optics are authorized

CARCASS TAGS ISSUED:

(50 Total) 21101-21150

Issue Date:	1/1/2025
Expiration Date:	12/31/2025

Issuing Agent:	Ryan Rockefeller
----------------	------------------

AGREEMENT TO CONDITIONS

I have read and fully understand the enclosed conditions of this permit.

Permittee Signature: _____

Gary Dickson

Date: _____

1/15/2025
 Department of
Environmental
Conservation

STANDARD CONDITIONS

1. This permit is not valid unless or until the AGREEMENT TO CONDITIONS is signed by the permittee.
2. This permit is valid only on lands identified on the front of the permit.
3. This permit is valid only with landowner permission.
4. If this permit is to be used on multiple properties with different landowners and the permittee is not the lessee of the properties, written permission of all cooperating landowners must be attached to the original permit and copies must be carried afield with the agent.
5. The permittee must maintain a log of agents using the permit. The log must be available for inspection at any time.
6. Agents must sign the log agreeing to comply with all permit conditions prior to acting pursuant to this permit.
7. Persons who have previously been found in violation of Deer Damage Permit conditions may not act as agents without written permission from the Regional Wildlife Manager.
8. Agents must be at least 18 years of age.
9. Only the permittee and designated agents may be afield when acting pursuant to this permit.
10. If agents are authorized pursuant to this permit, the permittee shall be liable and responsible for any activities conducted by designated agents pursuant to this permit or any actions by designated agents resulting from activities authorized by this permit.
11. The DEC has the right to inspect any building, structure or property used for any activity pursuant to this permit.
12. The permittee must return the completed Summary Report to the DEC office listed on the permit WITHIN 30 DAYS of the permit expiration date. Failure to report will be grounds for denial of future permits.

SPECIAL CONDITIONS

1. Shooting may take place at any time of day or night.
2. Carcasses may be consumed or donated.
3. A management plan update and progress report must be submitted with each permit renewal request.
4. All shooting with a firearm must be done from an elevated platform or position

ACTION-SPECIFIC CONDITIONS

1. To shoot under this permit, agents must possess a valid NYS hunting license, hunter education certificate, or certificate of safe firearms training.
2. Persons who have had their NYS hunting privileges revoked or suspended may not act as shooting agents on this permit.
3. Permittee and agents must abide by local firearms discharge ordinances or obtain a written waiver from local authorities. If a waiver is required, it must be carried afield when acting pursuant to this permit.
4. All deer taken without administration of drugs or chemicals must be prepared for consumption, buried, incinerated, or disposed of at a rendering facility or landfill. Every effort should be made to use the deer for human consumption, including donation to those in need.
5. The permittee and designated agents must carry a copy of the signed permit and a carcass tag when acting pursuant to this permit.
6. Unused carcass tags must be destroyed upon permit expiration.
7. A damage permit carcass tag must be completely filled out immediately upon taking a deer and must be attached to the deer by the permittee or agent upon reaching his/her vehicle, home or farm building, or before leaving the property.
8. Bait may only consist of unprocessed corn, grains, fruit, or vegetable matter and may not contain any protein supplements or salt.
9. Bait may not be placed more than three weeks prior to shooting or capture activity or in proximity to hunted parcels.
10. Bait must be removed immediately upon completion or suspension of activities.
11. Baiting areas must be pre-approved by regional wildlife and law enforcement staff.
12. Implements used for shooting deer must meet the deer-hunting specifications in ECL 11-0901.

ENVIRONMENTAL CONSERVATION LAW

1. No one may sell, trade or barter: a Deer Damage Permit, a carcass tag, the ability to be an agent on a permit, the opportunity to shoot a deer on a permit, or a deer shot on a permit.

ENVIRONMENTAL CONSERVATION LAW - BAITING

1. Bait may not be placed within 300 feet of a public road.

ENVIRONMENTAL CONSERVATION LAW - SHOOTING

1. Possession of a loaded firearm or cocked crossbow in or on a motor vehicle and shooting from a motor vehicle or across any part of a public roadway are prohibited unless exempted by Federal or State law.
2. Discharging a firearm within 500 feet, a crossbow within 250 feet, or a vertical bow within 150 feet of a school, playground, public structure, or occupied factory, church or farm building is prohibited.
3. Discharging a firearm within 500 feet, a crossbow within 250 feet, or a vertical bow within 150 feet of a dwelling is prohibited unless the shooter owns or leases the dwelling or has the owner's or lessee's consent.

Failure to comply with the conditions outlined above and on any additional pages may result in denial of future permits and may be considered violations of state laws. This permit may be revoked at any time.



Log of Agents Shooting on a Deer Damage Permit

Every Agent shooting on this Deer Damage Permit must read and abide by all the Permit Conditions. In addition, each Agent must read the certification below and print their full name, address, date of birth, and sign their full name prior to exercising the privileges of this permit.

By signing this form I agree that I have read, fully understand, and agree to abide by all of the attached Permit Conditions. I am at least 18 years old, I possess a valid NYS hunting license, hunter education certificate, or certificate of safe firearms training, and my NYS hunting privileges have not been revoked or suspended.

Print Full Name	Print Address	Date of Birth	Signature
			I have read and understand the permit conditions and the above heading and affirm under penalty of perjury that all information is true pursuant to section 210.45 Penal Law
			I have read and understand the permit conditions and the above heading and affirm under penalty of perjury that all information is true pursuant to section 210.45 Penal Law
			I have read and understand the permit conditions and the above heading and affirm under penalty of perjury that all information is true pursuant to section 210.45 Penal Law
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			I have read and understand the permit conditions and the above heading and affirm under penalty of perjury that all information is true pursuant to section 210.45 Penal Law



TO: Honorable Town Board
FROM: Molly Martin, Deputy Town Clerk
DATE: January 27, 2025
SUBJECT: Supervisor Dickson re Appointment of Richard Richert as the West Seneca Deer Control Program Coordinator

Requested Action: Dear Colleagues,

I recommend the appointment of Richard Richert as West Seneca Deer Control Program coordinator at an annual stipend of \$1,000 paid for out of the Deer Task Force budget line 01352000.50419.

Mr. Richert possesses a current DEC Nuisance Wildlife Control Operator license, has extensive experience controlling deer in West Seneca (on private properties with their own DEC licenses) and in the Town of Clarence deer program. He is a West Seneca resident, an experienced hunter, and has been extremely helpful in developing our program.

RESOLUTION:

ATTACHMENTS:



TO: Honorable Town Board
FROM: Amelia Greenan, Deputy Supervisor
DATE: January 27, 2025
SUBJECT: Deputy Supervisor Greenan re West Seneca Semiquincentennial

Requested Action: Adopt the following resolution regarding the town's coordination of the Semiquincentennial.

RESOLUTION: WHEREAS, July 4th, 2026, will be the 250th anniversary of the signing of the Declaration of Independence (the "semiquincentennial"), and

WHEREAS, October 16th, 2026, will be the 175th anniversary of the creation of the Town of Seneca by the Erie County Board of Supervisors, the name of which was changed to West Seneca in February 1852, and

WHEREAS, the U.S. Semiquincentennial Commission was established by Congress in 2016 to plan and orchestrate the 250th anniversary of the signing of the Declaration of Independence of the United States on July 4th, 2026, and

WHEREAS, the West Seneca Civic and Patriotic Commission was founded as the West Seneca Bicentennial Commission in 1974 to coordinate festivities in West Seneca related to the 200th anniversary of the signing of the Declaration of Independence, and

WHEREAS, former West Seneca Town Board member Joan F. Lillis was the chair of the West Seneca Bicentennial Commission and is the current chair of the West Seneca Civic and Patriotic Commission, and

WHEREAS, the West Seneca Civic and Patriotic Commission has agreed to coordinate festivities in the Town of West Seneca related to the 250th anniversary of the signing of the Declaration of Independence and the 175th anniversary of the creation of the Town of West Seneca, and

RESOLVED, that the Town Board of the Town of West Seneca hereby appoints the West Seneca Civic and Patriotic Commission, chair Joan F. Lillis, to coordinate festivities in the town related to the 250th anniversary of the signing of the Declaration of Independence and the 175th anniversary of the creation of the Town of West Seneca, and

FURTHER RESOLVED, that the Town Board of the Town of West Seneca pledges to support the 250th and 175th anniversaries, both financially and physically, and

FURTHER RESOLVED, that the Town Board of the Town of West Seneca calls on all service clubs and voluntary organizations in the Town of West Seneca to support the Civic and Patriotic Commission in furtherance of this plan.

Resolved in the Town of West Seneca on January 27, 2025,

Supervisor Gary A. Dickson

Councilmember Robert J. Breidenstein

Councilmember Susan K. Kims

Councilmember Jeffrey A. Piekarec

Councilmember Scott D. Robertson

ATTACHMENTS:



TO: Honorable Town Board
FROM: Amelia Greenan, Deputy Supervisor
DATE: January 27, 2025
SUBJECT: Deputy Supervisor Greenan re 2025 Excess Workers' Compensation Proposal

Requested Action: Please review the attached documents presented by Tompkins Insurance for Excess Workers' Comp. The Town of West Seneca's Account Executive, Kathleen Rapasadi, will be present for any questions. Furthermore, please move to approve the attached proposal.

RESOLUTION:

ATTACHMENTS:

1. Marketing Efforts for Town of West Seneca Excess WC 2025
2. Town of West Seneca 2025 WC

Marketing Efforts for Town of West Seneca – Excess Workers Compensation
2/1/2025- 2/1/2026

Here is the reply from Arch:

Shawn

Thank you for the inquiry. We would not be a market for this one this year. Hopefully our rating structure will improve for the next renewal.

Thanks

Karen

Here is the reply from Safety National:

Shawn,

We will decline to present a quote this year as well, based on the inability to compete with the current program.

Thank you,

Kate Kwiatkowski

As previously mentioned. These are the only other carriers who will quote a middle market Muni.

Let us know if you need anything else...



Shawn Mackey

Vice President
C 918-519-7554
shawn.mackey@amwins.com |

Amwins Insurance Brokerage, LLC
200 Elwood Davis Road | Suite 200 | Liverpool, NY 13088
www.amwins.com

In California: DBA Amwins Brokerage Insurance Services | License #0F19710

BUSINESS INSURANCE PROPOSAL

Presented to

TOWN OF WEST SENECA

TOMPKINS 
Insurance Agencies

Kathleen Rapasadi
krapasadi@tompkinsfinancial.com

This is not a policy. This presentation is designed to give you an overview of the insurance coverages we are offering for your company. It is meant only as a general understanding of your insurance needs and should not be construed as a legal interpretation of the insurance policies that will be written for you. Please refer to your specific insurance contracts for details on coverages, conditions and exclusions. Tompkins Insurance is licensed to conduct business in all 50 states.

The Tompkins Insurance DIFFERENCE



KNOWLEDGE



EXPERIENCE



RESPONSIVENESS

The roots of Tompkins Insurance Agencies, Inc. go back to 1875, as trusted advisors to businesses, individuals and families throughout New York and Pennsylvania. Here's how we've been making a difference for almost 150 years.

TOMPKINS 
Insurance Agencies

STRONG RELATIONSHIPS

Relationships with 75+ leading regional and national carriers

Offering multiple options for coverage and pricing to meet each customer's specific needs

PROFESSIONAL TEAM

All members of the team consistently exceed state-mandated continuing education requirements

95% have successfully passed the state licensing exam, regardless of job function

CLAIMS SERVICE

Dedicated team with specialized knowledge of the claim process

Extensive experience with insurance carriers and their claims departments

Local, personalized advocates for fast, fair resolution

POWER OF PARTNERSHIP

Corporate partners Tompkins Community Bank and Tompkins Financial Advisors

Addressing all financial goals in one place – insurance, banking, wealth management

LOCAL COMMITMENT

Team members have roots in the communities they serve

Personalized, face-to-face service

Committed to supporting our communities through donations and active volunteerism

RANKINGS

Top 100 Commercial Ins. Broker Agency of the Year

Top 100 Independent P/C Agency

Best Agencies to Work For

Top 50 Personal Insurance Agency

Best Practices Agency

Strengths

We are proud to be part of one of the strongest financial institutions in the nation. Our parent company, Tompkins Financial Corporation, is a New York State-based financial services holding company with more than \$6 billion in assets, providing community banking, insurance, and wealth management services. Committed to creating long-term value for clients, communities, and shareholders, Tompkins' strategy emphasizes responsible growth and strong return on equity.

Quick Facts:

- Recognized as among the nation's strongest and best-performing financial companies by independent analysts including The Staton Institute, Sandler O'Neill & Partners, and KBW (Keefe, Bruyette, & Woods).
- Q1 2019 was the best first quarter in our Company's history in terms of growth in loans and deposits, higher fee income, and improved credit quality.

WHAT MAKES US DIFFERENT?

Through the power of partnership, Tompkins Insurance can offer customers an array of value-added services, through our family of financial providers. In addition to comprehensive insurance services, we can assist in facilitating personalized banking and wealth management services to meet almost all of our clients' financial needs.

More Financial Options in One Place

Professional Staff

You can rest assured our trusted advisors are the very best in the industry: trained, knowledgeable, and experienced. Tompkins Insurance is proud to boast the highest caliber of professional staff.

WHAT MAKES US DIFFERENT?

All members of our team actively participate in training each year, ensuring the most current skills and knowledge in the insurance industry, consistently exceeding state-mandated continuing education requirements.

Experienced, Educated Professionals

Quick Facts:

- 95% of our employees have successfully passed the state licensing exam, regardless of job function.
- Our employee retention rate is 95%.
- Ranked by our employees as among the nation's Best Insurance Agencies to Work For, as reported in Insurance Journal magazine.
- Our goal is that 100% of our team is involved in the communities in which they work and live, holding positions on civic organizations, volunteering with schools and charity groups, and actively participating in the areas we serve. Collectively, our employees log tens of thousands of volunteer hours each year.

“

There is so much room to grow and achieve your full potential.

Ariel Bentkowski, Account Manager, Customer Care Center

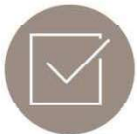
The Tompkins Insurance DIFFERENCE

We love to talk about what makes us different and the way we deliver unrivaled products and services to our customers. Check us out and experience the Tompkins Difference.



LOCAL CONNECTION

Our trained professionals have roots in the communities they serve and provide personalized, face-to-face service.



MORE OPTIONS

We represent more than 75 of the leading regional and national insurance companies, positioning us to research and find the combination of price, coverage, and service that works for your business needs.



CONTROLLING COSTS

Through risk management and thorough analysis of exposures, we research and identify the most cost-effective program to suit your insurance needs.



HERE FOR YOU 24/7

Our dedicated claims department is unique and provides an immediate, higher level of service in the event of a claim. Our unrivaled customer service is available morning, noon, or night—whenever you need us.



EXPERIENCE

We bring 150 years of service history to businesses, organizations, and individuals throughout New York State.



TRUSTED ADVISORS

Our agents will help you manage your risks, control insurance costs, and in the event of a loss we'll stand beside you, working to ensure that you get a prompt and fair payment. As a result, we boast an industry-leading 99% customer claims satisfaction rating year after year.

As an independent agency, we work for you, not for the insurance company. Tompkins Insurance Agencies will act on your behalf, overseeing all aspects of claims management.

Immediate help is available 24/7, day or night, when you need it. When you call, you'll be connected to a live, licensed insurance professional who will take it from there.

*They've helped us to grow and to thrive.
They're just so easy to work with.*

Becky Wehle
Genesee County Village & Museum

Our Dedicated CLAIMS TEAM

We're here for you in good times and bad. When the worst happens, count on our in-house team of experienced professionals to lead you through the claim process from start to finish. With trusted advisors located across our entire footprint, we provide local, personalized service.



David Boyce
President and CEO
585-344-2713, ext. 48066
dboyce@tompkinsfinancial.com



Kelly Herold
AVP, Claims Manager - NY
888-261-2688, ext. 48071
kherold@tompkinsfinancial.com



Melissa Ellenson
Commercial Lines Account Manager/Claims Specialist
888-261-2688, ext. 40935
mellenson@tompkinsfinancial.com



Amanda Shaw
Claims Processor - NY
888-261-2688, ext. 48076
ashaw@tompkinsfinancial.com

DIFFERENTIATORS

- Specialized knowledge of the claim process
- Extensive experience working with insurance carriers and their claims departments
- Sound working relationships with carriers, adjusters and mitigation/restoration companies
- Advocating for fast and fair resolution of the claim



Tom Barzd
VP, Claims Manager - PA
888-601-2611, ext. 42231
tbarzd@tompkinsfinancial.com



Helen Ozimek
Claims Processor - NY
888-261-2688, ext. 48043
hozimek@tompkinsfinancial.com

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OUR EXPERIENCE

Sets Us Apart

Our dedicated claims department is unique in the industry and provides an immediate, higher level of service in the event of a claim. Our unrivaled customer service is available morning, noon, or night – whenever you need us.



Coverage Tables Service Team

Name	Role	Title	E-mail
Kathleen Rapasadi	Account Executive	Account Exec	krapasadi@tompkinsfinancial.com
Ann VanCott	Account Representative	Account Manager	avancott@tompkinsfinancial.com

Renewal Comparison

Town of West Seneca

02/01/2024-02/01/2026



PREMIUM ANALYSIS

	Expiring: 2023-2024	Renewal: 2024-2026
Workers Compensation	\$148,016.00	\$282,556.00
		\$141,278 YEAR

COVERAGE ANALYSIS

	2024-2025	2025-2026
WORKERS COMPENSATION		
Bodily Injury by Accident - Each Accident	\$1,000,000	\$1,000,000
Bodily Injury by Disease - Policy Limit	\$1,000,000	\$1,000,000
Bodily Injury by Disease - Each Accident	\$1,000,000	\$1,000,000
Specific Retention	\$1,250,000	\$1,250,000
Classifications		
5606 Contractor - executive supervisor	278,179	450,100
7580 Sewage disposal plant	596,479	591,663
7720 Police officers	7,237,381	7,192,067
8227 Construction or erection permanent yard	1	0
8391 Automobile gasoline and/or service	381,478	285,525
8810 Clerical	1,672,192	1,411,345
8820 Attorney	224,167	201,439
8831 Hospital - vet & driver	1	0
8838 Public library or museum	4,500	4,167
9015 Building -Operation by owner	115,100	206,837
9016 Amusement park	1	0
9026 Building operation - commercial	221,398	206,837
9063 YMCA	109,412	80,572
9101 College - all other	66,408	15,037
9102 Park NOC	1,433,512	1,095,797
9182 Athletic team or park	1	0
9402 Street cleaning	3,404,669	3,581,104
9403 Garbage collection	976,132	936,792
9410 Municipal Employees	1,794,900	1,444,569

This summary is for informational purposes only. This is not a policy. Please refer to your policy for coverage terms and conditions.



**Individual Self-Insured
Excess Workers' Compensation and
Employers Liability Indemnity Policy**

Schedule Page

Policy No.: EWC010091

Indemnity Coverage Provided: Specific Excess Workers' Compensation and Employers Liability Indemnity

1. Insured: Town of West Seneca

2. Mailing Address: 1250 Union Rd.
West Seneca, NY 14224-

3. Named States: New York

4. Excluded States: None

5. Policy Period:
 - (a) From: 02/01/2024
 - (b) To: 02/01/2026
 Both days start at 12:01 A.M. standard time at the Insured's address shown in Item 2 of this schedule.

6. Specific Retention:
 - (a) Each Accident: \$1,250,000
 - (b) Each Employee for Disease: \$1,250,000

7. Specific Limit Each Accident:
 - (a) Policy Part One, Workers' Compensation: STATUTORY
 - (b) Policy Part Two, Employers Liability: \$1,000,000

8. Specific Limit Each Employee for Disease:
 - (a) Policy Part One, Workers' Compensation: STATUTORY
 - (b) Policy Part Two, Employers Liability: \$1,000,000

9. Aggregate Retention:
 - (a) (Rating Base): NOT APPLICABLE
 - (b) Estimated (Rating Base): NOT APPLICABLE
 - (c) Minimum Retention: NOT APPLICABLE
 - (d) Aggregate Loss Limitation: NOT APPLICABLE

10. Aggregate Limit: NOT APPLICABLE

11. Classification of Operations: See Endorsement
 - (a) Experience Modification Factor: 1.000000000
 - (b) Other Modification Factor: 1.000000000



**Individual Self-Insured
Excess Workers' Compensation and
Employers Liability Indemnity Policy**

Schedule Page

12. Premium:

- (a) Rate per \$100 of Payroll: .8074
- (b) Policy Minimum Premium: See Below
- (c) Total Estimated Policy Premium: See Below
- (d) Deposit Premium: See Below

Payroll Reporting Periods	Deposit Premium	Policy Minimum Premium
02/01/2024 - 02/01/2025	\$141,278	\$127,150
02/01/2025 - 02/01/2026	\$141,278	\$127,150
Totals for All Payroll Reporting Periods	\$282,556	\$254,300

13. Endorsement Serial Numbers:

See Endorsement Schedule

14. Service Company:

FutureComp/Omni Underwriting
Managers LLC DBA FutureComp
726 Exchange St. Suite 618
Buffalo, NY 14210

Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY

Licensed Resident Agent Date

Authorized Representative



Endorsement Schedule

Named Insured: Town of West Seneca
 Policy Term: 02/01/2024 to 02/01/2026
 Policy No.: EWC010091

Endorsement Code	Edition Date	Effective Date	Expiration Date	Date Created	Description
CMB-11	(08-13)	02/01/2024		01/30/2024	
CMB-187	(08-13)	02/01/2024		01/30/2024	
CMB-199	(01-20)	02/01/2024		01/30/2024	
ISI-254-EXC	(08-13)	02/01/2024		01/30/2024	
ISI-285	(08-13)	02/01/2024		01/30/2024	
CMB-NY	(08-13)	02/01/2024		01/30/2024	
CMB-NY-ACK	(08-13)	02/01/2024		01/30/2024	
CMB-NY-NOT	(12-13)	02/01/2024		01/30/2024	
CMB-NY-NOT-SXS	(01-14)	02/01/2024		01/30/2024	

Endorsement Effective: 02/01/2024
 Policy No.: EWC010091
 Named Insured: Town of West Seneca

Amendment to Schedule Item 11

Schedule Item 11 is amended to read as follows:

11. Classification of Operations:

State	Code	Classification	Estimated Annual Payroll	Rate Per \$100 of Payroll	Estimated Annual Manual Premium
NY	5606	CONTRACTOR-EXECUTIVE SUPV	\$450,100	3.53	\$15,889
NY	7580	SEWAGE DISPOSAL PLANT OPER	\$591,663	3.02	\$17,868
NY	7720	POLICE OFFICERS & DRIVERS	\$7,192,067	3.20	\$230,146
NY	8227	CONTRACTOR'S PERMANENT YARD	\$0	10.15	\$0
NY	8391	AUTO REPAIR SHOP	\$285,525	2.67	\$7,624
NY	8810	CLERICAL OFFICE OR LIBRARIES	\$1,411,345	.11	\$1,552
NY	8820	ATTORNEY	\$201,439	.10	\$201
NY	8831	HOSPITAL-VETERINARY	\$0	1.16	\$0
NY	8838	MUSEUMS-CURATORS/PROFESSIONALS	\$4,167	.54	\$23
NY	9015	BUILDINGS - OPERATION BY OWNER	\$839	1.76	\$15
NY	9016	AMUSEMENT PARK/EXHIBITION	\$0	3.93	\$0
NY	9026	BUILDING OPERATION-COMMERICAL	\$206,837	3.90	\$8,067
NY	9063	YMCA INSTITUTIONS	\$80,572	.93	\$749
NY	9101	SCHOOLS-ALL OTHER	\$15,037	2.61	\$392
NY	9102	PARK-ALL EMPLOYEES & DRIVERS	\$1,095,797	2.97	\$32,545
NY	9182	ATHLETIC TEAM OR PARK OPER	\$0	2.17	\$0
NY	9402	STREET OR SEWER CLEANING	\$3,581,104	4.77	\$170,819
NY	9403	GARBAGE/REFUSE/DEBRIS REMOVAL	\$936,792	9.83	\$92,087
NY	9410	MUNICIPAL EMPLOYEE NOC	\$1,444,569	7.38	\$106,609
Total Annual Payroll:			\$17,497,853		
Total Annual Manual Premium:					\$684,586

Total Manual Premium:	\$684,586
(a) Experience Modification Factor:	1.000000000
(b) Other Modification Factor:	1.000000000
Normal Premium:	\$684,586



Endorsement Schedule

Named Insured: Town of West Seneca
 Policy Term: 02/01/2024 to 02/01/2026
 Policy No.: EWC010091

Endorsement Code	Edition Date	Effective Date	Expiration Date	Date Created	Description
CMB-11	(08-13)	02/01/2024		01/30/2024	
CMB-187	(08-13)	02/01/2024		01/30/2024	
CMB-199	(01-20)	02/01/2024	02/01/2025	01/30/2024	
ISI-254-EXC	(08-13)	02/01/2024		01/30/2024	
ISI-285	(08-13)	02/01/2024		01/30/2024	
CMB-NY	(08-13)	02/01/2024		01/30/2024	
CMB-NY-ACK	(08-13)	02/01/2024		01/30/2024	
CMB-NY-NOT	(12-13)	02/01/2024		01/30/2024	
CMB-NY-NOT-SXS	(01-14)	02/01/2024		01/30/2024	
CMB-199	(01-20)	02/01/2025		12/17/2024	

Endorsement Effective: 02/01/2025
Policy No.: EWC010091
Named Insured: Town of West Seneca

Policyholder Disclosure Notice of Terrorism Insurance Coverage Endorsement

Coverage for acts of terrorism, as defined in the Terrorism Risk Insurance Act as amended, (the "Act"), is included in your Policy. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Act. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 80% beginning on January 1, 2020 of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Act contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

A. The portion of your annual premium that is attributable to coverage for acts of terrorism, as defined in the Act is: \$4,238 and does not include any charges for the portion of losses covered by the United States government under the Act.

Name of Insurer: Midwest Employers Casualty Company
Policy Number: EWC010091

Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY



Authorized Representative

Secretary

President

This endorsement forms part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. All other terms and conditions of the Policy remain unchanged.

Workers Compensation Definitions

Workers' Compensation: State law requires that every employer provide Workers' Compensation insurance for their employees. This insurance provides coverage for accidents or disease arising from employment as prescribed by these state laws. Benefits may include lost wages, medical expenses, and permanent disfigurement/disability payments.**Monopolistic States/Stop Gap:** This endorsement is used to provide Employers Liability coverage for operations that are conducted in monopolistic fund states. It is needed because Workers' Compensation policies written by monopolistic state funds do not provide Employers' Liability coverage.**Bodily Injury by Accident Limit:** This is the maximum amount your insurer will pay under Coverage B, Employers' Liability, for all claims arising out of any one accident, regardless of the number of claims that may arise out of the accident.**Bodily Injury by Disease - Each Employee:** This is the maximum amount your insurer will pay for damages due to bodily injury by disease to any one employee.**Bodily Injury by Disease - Policy Limit:** This is the maximum amount your insurer will pay, in aggregate, for employee bodily injury by disease claims during the policy period regardless of the number of employees who make such claims

TOMPKINS INSURANCE AGENCIES, INC.
Electronic Delivery of Insurance Documents

READ THIS AGREEMENT AND DISCLOSURE, THEN SIGN TO CONFIRM YOUR SUCCESSFUL BROWSER TEST AND YOUR ACCEPTANCE OF THE TERMS OF THIS AGREEMENT AND DISCLOSURE, ELECTRONIC DELIVERY OF INSURANCE AGREEMENTS, POLICIES AND RELATED DOCUMENTS.

By consenting to this Agreement, the owner of the insurance policies or accounts listed herein (referred to in this Agreement as “**you**”) agrees to permit Tompkins Insurance Agencies, Inc. (referred to in this Agreement as “**Tompkins**”) at its discretion, to provide you with access to an electronic, web-based client portal (the “**Client Portal**”), through which you will receive any insurance policies, notices, disclosures and related documents which Tompkins is required to deliver to you (collectively, the “**Documents**”). All Documents will be delivered to you in an electronic format via the Client Portal, in lieu of providing such Documents to you in written form. This agreement applies to any insurance policies or accounts (collectively, the “**Products**”) that you select for electronic delivery now or in the future.

Please select **One** box stating your eDelivery option you would like to receive your insurance documents below:

___ CLIENT PORTAL AGREEMENT

Tompkins currently contracts with a third-party, Vertafore, to provide the Client Portal. You acknowledge and agree that Tompkins may, in its discretion, select an alternate provider to provide the client portal service at any time (such provider, which may be changed from time to time in Tompkins’ discretion, referred to herein as the “Client Portal Manager”). The Client Portal Manager may require you to review and accept the Client Portal Manager’s terms of use governing your usage of the Client Portal, including their privacy policy. It is important that you review, understand and retain those terms. If you do not agree with the Client Portal Manager’s terms or policies, or if at any time you wish to discontinue usage of the Client Portal, please contact Tompkins to opt-out of electronic delivery, and Tompkins will thereafter provide all required Documents to you in writing.

___ DOCUSIGN AGREEMENT

Tompkins currently contracts with a third-party, DocuSign, to provide the electronic document delivery. You acknowledge and agree that Tompkins may, in its discretion, select an alternate provider to provide the electronic delivery service at any time (such provider, which may be changed from time to time in Tompkins’ discretion). DocuSign may require you to review and accept their terms of use governing your usage of the DocuSign account, including their privacy policy. It is important that you review, understand and retain those terms. If you do not agree with DocuSign’s terms or policies, or if at any time you wish to discontinue usage of the DocuSign, please contact Tompkins to opt-out of electronic delivery, and Tompkins will thereafter provide all required Documents to you in writing.

HARDWARE AND SOFTWARE REQUIREMENTS FOR ACCESSING DOCUMENTS

You must have Internet access, a web browser capable of accessing the Client Portal, and Adobe Acrobat Reader, or other similar software capable of rendering files in Portable Document Format (pdf).

RETAINING YOUR DOCUMENTS FOR YOUR PERMANENT RECORDS

You agree that Documents will be provided in Portable Document Format (pdf) as noted above. You must have the capability to save such files to your computer hard drive or other suitable storage medium, or print such Documents to paper, in order to retain them for your permanent records. To prevent accidental loss of your permanent records, Tompkins recommends that you store electronic or paper copies in more than one physical location or file.

TERMS AND CONDITIONS

By entering into this Agreement, you accept all the terms and conditions contained in the Agreement for each of your Products as well as any other agreements with Tompkins, which will continue to apply notwithstanding anything to the contrary in this Agreement. You must be enrolled for, and maintain access to the Client Portal in order to receive Documents electronically. Each Product that you designate for electronic statement delivery is also governed by the terms and conditions that are otherwise applicable to that kind of Product, as separately disclosed to you when you purchased the Products, or as subsequently disclosed to you by mail or electronic delivery as authorized under these terms. In order to activate this agreement, you must successfully complete a test of the electronic delivery process as instructed by Tompkins and provided within the Client Portal. This test will demonstrate your ability to successfully log on to the Client Portal, and to open and use the electronic files that will be provided under this agreement.

CONSENT

Your consent and agreement shall relate to the Documents and the Products and shall remain valid until such time as terminated by Tompkins, or you exercise your right to withdraw your consent as provided herein. You hereby elect and authorize Tompkins, at its discretion, to electronically deliver the Documents. You will be required to log in to the Client Portal using your Login ID and password in order to view your documents. You agree that your Documents will be delivered, by making them available for access in the manner described herein. If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. This Agreement is binding upon your heirs and successors, and Tompkins' successors and assigns. By entering into this agreement, you understand that Tompkins will no longer provide the Documents to you in physical form. You agree to access the Client Portal to obtain, review, print and otherwise copy or download your Documents for your permanent records. After you commence receiving Documents, your Documents will remain available on the Client Portal for at least 6 months, or until such time as you cease being a Tompkins customer. You understand that Documents will be available and provided in this manner and format only. You agree to promptly examine your Documents for each of your Products, as soon as you receive access to it. You agree to protect the confidentiality of your account information, and your Client Portal Login ID and password. You understand that your Login ID and password, itself or together with information related to your account may allow unauthorized access to your account.

COPIES OF DOCUMENTS

Copies of previous Documents may be obtained upon request, whether the original Document was delivered to you by mail, or electronically. Your request for additional printed or electronic copies can be made in person at any Tompkins office, by written request mailed to: Tompkins Insurance Agencies, Inc., 90 Main Street, Batavia, NY 14020. Regular copy and or research fees, as separately disclosed will apply. There are no additional fees for copies of Documents that were originally delivered electronically.

CLOSING ACCOUNT / FINAL STATEMENT

You understand that upon closing your account with Tompkins, your access to previous Documents for that account will be immediately terminated. Before closing your account, you agree to access the Client Portal to obtain, review, print, and/or otherwise copy or download your Documents for your permanent records.

WITHDRAWAL AND CANCELLATION OF ELECTRONIC DELIVERY

You have the right to withdraw your consent to receive Documents electronically at any time. If the terms of your Product specifically require electronic delivery of Documents, you must visit an office of Tompkins to convert your Product to a type that does not require electronic delivery, in order to withdraw your consent. To withdraw your consent for a Product that does not require electronic delivery, you may withdraw your consent by written notice, signed by the Product owner, and mail to: Tompkins Insurance Agencies, Inc., 90 Main Street, Batavia, NY 14020. If you withdraw your consent to receive Documents, the terms of your Product may include a fee for paper statements. Please refer to your Product agreement or our website for more information. Tompkins reserves the right to cancel this agreement and resume regular postal delivery of your Documents at any time.

By signing below, I agree to the terms and conditions of this Consent and Authorization.

X _____

******IMPORTANT: PLEASE RETAIN THIS CONSENT AND AUTHORIZATION**

Proposal Disclaimer

Information contained in this proposal is intended to provide you with a brief overview of the coverages provided for reference purposes only. It is not intended to provide you with all policy exclusions, limitations and conditions. The precise coverage afforded is subject to the terms, conditions, and exclusions of the policies issued.

This proposal is based on information provided and we cannot attest to the accuracy of this information. If any of the information you provided is inaccurate, the terms and conditions, premium, or even availability of the insurance summarized here may be subject to change. If you have changes in your business operations at any time, please notify us as soon as possible so coverage can be discussed.

Financial Disclaimer

As an independent insurance agent or insurance broker I, or my firm, (hereafter "we") may have access to more than one insurance company to place your coverage. Whether acting as an independent insurance agent or insurance broker we have certain obligations to you as the purchaser and certain obligations to the insurance company as determined in both statutory and case law. If acting as an independent insurance agent we may have authority to obligate the insurance company on your behalf and as a result we may be required to act within the scope of my contractual agreement with the company. As the purchaser you need to understand that we typically will receive compensation from the selling company based on the agreement we have with the company. That compensation may vary from company to company and also be impacted by the volume of business we place with the company, the profitability of that business and other factors. This statement is made to comply with Regulation 194 of New York State.

We may be compensated for our work in a variety of ways, including the following:

Client Fees: In some cases, our clients pay us negotiated fees for handling their insurance needs. Any such fees to be paid by the client are set forth in the written agreement between the agency and our client.

Regular Commissions: Insurance companies with which we place business generally pay us commissions for the placement or renewal of policies. In most cases, such commissions are calculated as a percentage of the premium paid to the insurance company for the specific policy and are included in our client's premium cost. Occasionally the commission may be a fixed amount negotiated between us and the insurer. In some cases where clients pay us fees in connection with the placement and servicing of their insurance business, commissions may be credited against any fee to be paid by the client; if so, this will be set forth in our written client agreement.

Contingent Commissions and Other Incentive Payments: Some of the insurers that our agency represent grant us the opportunity to receive contingent commissions or supplemental income. Unlike regular commissions, contingent commissions and supplemental income are not tied to a specific policy, but rather are generally tied to various criteria relating to the overall business we place with those insurers, typically measured on an annual basis. These contingent commissions and supplemental income may be based on a number of factors relating to the business placed by our agency with the insurance company, including growth in premium, loss ratios, total written premium, premium volume, retention of business, profitability, and/or other criteria. Further, in connection with the placement of

insurance, we may also receive compensation from intermediaries, such as wholesalers, other agencies and brokers, or re-insurers. In addition, some insurance companies may offer our agency other incentives or payments, such as marketing or administrative support, promotional fees, educational costs, and/or prizes, gifts, or awards (e.g. meals, trips, etc.). In some cases, we may enter into relationships with an insurance company whereby we provide the insurer with additional services for which we receive a fee, such as premium finance contracts, policy or claims administration, or loss control services.

Interest Income: In some cases where our clients pay for insurance policies through the agency (instead of by direct payment to the insurer which issued the policy), the agency may receive income from interest accruing on amounts held for payment to insurers.

This synopsis provides an overview of our general compensation practices. Because it is only a general overview, there may be exceptions not addressed above. Our agency will disclose to our clients at their request the actual or anticipated compensation we receive in connection with the issuance or placement of insurance business and will upon request provide more information about our contingency fee and supplemental income arrangements with particular insurer.

Replacement Cost Estimator Disclaimer

Building and personal property coverage limits are estimates only and were based on information provided by the policyholder, and input into industry standard software used to estimate replacement costs.

The actual cost to rebuild the structure or replace the personal property may exceed the policy limits or may not be adequate to satisfy a co-insurance provision in the policy. The agency makes no assurances or guarantees that the policy limits provided will be adequate to rebuild the structure, replace personal property or satisfy policy provisions.

If there is a doubt about the adequacy of the policy limits, the policyholder should obtain a professional appraisal or obtain the services of a qualified company and/or builder who is able to provide more exact replacement cost estimates.

Certificate of Insurance Disclaimer

Tompkins requests copies of written contracts that your company is entering into when a certificate holder is requesting to be added to your policy as an additional insured to verify the current insurance coverage is compliant with the contract.

At each renewal, a list of certificate holders that were issued on the expiring policy will be sent for your review. You will need to review the list to advise if you still have an active, executed written contract with that certificate holder to request a renewal certificate. If there are any changes, additions, or new contracts that were processed during the policy term, we request a copy of that contract to review the insurance provisions to validate that your insurance coverage is compliant with the contract. We recommend that all contracts are reviewed by your attorney.

Signature of Purchaser Title Print Name Date

AUTOMOBILE

Automobile: This policy can provide a combination of liability protection and physical damage coverage for loss due to damage to vehicles owned, maintained, or used by you. Additional coverages such as medical payments and uninsured motorist protection can be purchased to "customize" the policy to fit your business.

Automobile Liability: This coverage is used to protect against claims alleged for bodily injury and property damage arising from the ownership, maintenance or use of any covered auto.

Collision: This coverage is used to insure against loss or damage to a covered vehicle resulting from collision or upset.

Combined Single Limit: Combined single limit coverage specifies that regardless of the number of covered autos, insureds or claims occurring in any one accident, the most that you can recover is the limit of liability shown on the policy's declaration page. This includes damage associated with bodily injury, property damage and pollution costs or expenses.

Comprehensive: This coverage is used to insure against loss or damage to a covered vehicle resulting from loss other than collision or upset.

Drive Other Car: This endorsement is used to protect employees or other specified individuals when they borrow or rent cars for personal use, and do not have the protection of a Personal Auto policy.

Hired Auto Liability: This coverage is used to protect against claims arising out of the use of vehicles leased, hired, rented or borrowed by you, or your employees, while in the course of business.

Medical Payments: This coverage is used to pay for medical expenses incurred by a covered person injured while driving or riding in your automobile. It provides coverage, regardless of fault, for all reasonable medical costs incurred for up to one year from the date of the accident. It does not cover injury to employees.

Non-Owned Auto Liability: This coverage is used to provide liability protection for autos used in your business that are not owned, leased, hired, rented or borrowed. This includes autos of employees and subcontractors that are used on your behalf.

BUSINESS INCOME

Business Income: Provides insurance for loss of net profits and continuing expenses (including necessary payroll) due to suspension or interruption of business due to a loss from an insured peril.

Earnings Insurance: A form of business interruption coverage which provides a monthly limitation.

Extra Expense: This coverage pays for the additional costs of keeping a business in operation after a loss, either at the insured location or at a substitute location.

Rental Value Insurance: Rent insurance protects building owners against the loss of income where rentals have been interrupted or rental value impaired by occurrence of any of the hazards insured against. This is Business Interruption insurance for the landlord, assuring continuous income while the building is untenable.

CRIME

Employee Dishonesty: Indemnifies for loss due to embezzlement or wrongful abstraction of money, securities or other property by employees.

Inside Coverage: Provides coverage for loss of money and securities caused by theft, disappearance, or destruction. Coverage also applies to any banking premises.

Outside Coverage: Provides coverage for loss of money and securities in the care and custody of a messenger caused by theft, disappearance, or destruction.

Fiduciary Liability: Covers acts or omissions of individuals who have discretionary responsibility involving a designed pension or profit sharing plan or newly created plan.

Forgery: Covers loss resulting from forgery or alteration of any checks, drafts, promissory notes, or similar promises.

EXCESS/UMBRELLA LIABILITY

Excess Liability: Provides protection against catastrophic liability claims. Coverage is excess over your primary liability policies and is subject to policy conditions and exclusions.

GENERAL LIABILITY

Advertising Injury:

- A. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services.
- B. Oral or written publication of material that violates a person's right of privacy.
- C. Misappropriation of advertising ideas or style of doing business.
- D. Infringement of copyright, title or slogan.

Blanket Contractual: Coverage is provided for Bodily Injury and Property Damage arising out of liability assumed under written or oral contracts.

Broad Form Property Damage: This form excludes property damage to property owned, occupied or rented by the insured but covers property damage to property in the care, custody and control of the insured with the exception of property upon which the operation is being performed.

Claims Made: This coverage will provide protection for only those claims reported or first made during the policy period or during any previous policy period that is stated in the Prior

Acts or Retroactive Date option of your policy. This option allows you to keep coverage in force under consecutive Claims-Made policies.

Employees as Additional Insureds: Coverage is extended to all employees as additional insureds.

Fire Legal Liability: Fire damage to structures while rented or leased to the named insured.

General Liability: Provides in a single contract insurance needed to cover liability for injuries or property damage sustained by members of the public. It covers accidents occurring on your premises or away from your premises as a result of business operations. It automatically covers certain hazards which do not now exist, but which may develop during the life of the policy.

Host Liquor Liability: Coverage is provided for the insured serving alcoholic beverages at functions incidental to the insured's business provided he is not in liquor, or related, business.

Incidental Medical Malpractice: Coverage is provided for rendering - or failure to render - medical care to others.

Independent Contractors: Independent Contractor's Liability Insurance provides for payment on behalf of the insured of all sums which the insured shall become legally obligated to pay damages because of Bodily Injury or Property Damage caused by an occurrence and arising out of (1) operations performed for the named insured by independent contractors or (2) acts or omissions of the named insured in connection with his general supervision of such operations (other than (a) maintenance and repairs at premises owned by or rented to the named insured and (b) structural alterations at such premises which do not involve changing the size of or moving buildings or other structures).

Limited Worldwide Liability: Covers liability arising out of the activities of the named insured and his employees while temporarily outside the United States, its' territories or possessions or Canada, provided the original suit for damages is brought within the United States, its' territories or possessions or Canada.

Medical Payments: Pays for medical expenses for bodily injury caused by accident on your premises or because of your operations regardless of fault. Payments not to exceed applicable limit of insurance.

Non-Owned Watercraft (under 26 feet in length): Extends coverage to cover boats used by but not owned by the named insured, nor used to carry persons for a charge.

Occurrence Form: This form provides coverage for claims arising out of an accident which results in bodily injury or property damage neither expected nor intended. The form covers such claims that occur during the policy period regardless of when the claim is made against you.

Personal Injury:

- A. False arrest, detention or imprisonment.
- B. Malicious prosecution.
- C. Wrongful entry into or eviction of a person from a room, dwelling or premises that the

person occupies.

D. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services.

E. Oral or written publication of material that violates a person's right of privacy.

Products and Completed Operations: Products and Completed Operations includes all bodily injury and property damage occurring away from premises you own or rent and arising out of 'your product' or 'your work' except products that are still in your possession and work that has not yet been completed or abandoned.

PROPERTY

Accounts Receivable: Covers accounts receivables on a special coverage "all risk" basis. Includes sums due the insured from customers which are uncollectible due to loss or damage to records of accounts receivable, collection expenses in excess of normal, and other reasonable expenses to re-establish records of accounts receivable.

Building: This insurance provides coverage against direct physical damage to the buildings or structures you own or are required to insure by reason of contract or agreement.

Business Personal Property: This insurance covers office contents (furniture, equipment and supplies), your inventory, materials, supplies, fixtures, equipment, machinery, tenants improvements and betterments at the described premises against risks of direct physical loss from external causes.

Cause of Loss - Basic Form: Perils covered under Basic Form include Fire, Lightning, Explosion, Windstorm or Hail, Smoke, Aircraft or Vehicles, Riot or Civil Commotion, Vandalism, Sprinkler Leakage, Sinkhole Collapse, Volcanic Action.

Cause of Loss - Broad Form: Perils covered under Broad Form Causes of Loss include the identical perils as the Basic Form with the addition of Breakage of Glass, Falling Objects, Weight of Snow, Ice or Sleet, Water Damage, Collapse.

Cause of Loss - Special Form: The covered causes of loss under this form are "risks of physical loss" unless the loss by the peril is excluded or limited. Standard exclusions under this form include Ordinance of Law, Earth Movement, Government Action, Nuclear Hazard, Power Failure, War and Military Action, Water - Flood, Backing Up of Sewers, etc, Artificially Generated Electric Current, Delay, Loss of Use of Market, Wear and Tear, Dishonest or Criminal Acts, Rain, Snow, Ice or Sleet to Property in the Open.

Coinsurance Clause: An agreement in a policy wherein the insured agrees to insure a stated percentage of the value at risk, in return for which a reduction in rate is granted. It is used on both property and time element policies.

Electronic Data Processing Equipment: Covers electronic data processing equipment, other machines related to data processing operation, and media on a special coverage basis.

Glass: Covers described glass, lettering, ornamentation, for loss caused by breakage or

accidental or malicious application of chemicals. Limited protection is provided in your Property policy, but the additional coverage is needed to ensure that adequate insurance is available. Besides covering the scheduled glass, this insurance will pay for the costs to repair or replace the frames, installation of temporary glass or the removal of obstructions in the event of loss.

Replacement Cost: This endorsement provides coverage on the basis of full replacement cost without deduction for depreciation on any covered loss sustained subject to the limits, terms and conditions of the policy including the co-insurance clause. In arriving at the proper amount of insurance to comply with the co-insurance clause no deduction is taken for depreciation.

Signs: This insurance provides coverage against direct physical damage to structural or painted signs, whether or not attached to the building.

Valuable Papers: Valuable papers and records are covered on a special coverage "all risk" basis. Coverage applies on the insured's premises and is extended to cover while being conveyed outside the premises. Coverage will be specific for irreplaceable items or blanket for items which can be reproduced.



TO: Honorable Town Board
FROM: Amelia Greenan, Deputy Supervisor
DATE: January 27, 2025
SUBJECT: Deputy Supervisor Greenan re Phase III Composting Program proposal

Requested Action: Attached for your review is a proposal for Phase III of the Town of West Seneca's Composting Program. This contains a second option to simply continue the same efforts of Phase II.

Phases of the West Seneca Food Composting Program:

Phase I of the Composting Program began with a resident-led, weekly educational table and opportunity to sign up at the West Seneca Farmers Market. This offered residents the ability to drop off their food scraps at no cost at a "drop off zone" in Town Center for the duration of the Farmers Market. This program received strong positive feedback and illustrated measured success.

Phase II was made possible by the Town Board's approval to expand the drop-off opportunity to 120 residents for a full calendar year. Data and feedback were continuously collected, and two informational events were organized for a youth audience and a senior audience in collaboration with the Recreation Department and Senior Center. As you can see from the attached reports, the community has expressed interest in a pick-up option.

PROPOSED: Phase III may, at the decision of the Town Board, include a 50% subsidized pickup service for up to 75 households, and the continuation of a free drop-off opportunity to 120 households. The pickup service will first be offered to consistent participants of the 2024 drop-off program, followed by all other West Seneca residents. This will help to continue the positive momentum of the program, enhance our local sustainability efforts, and increase our chances of obtaining future grants. Thank you for your consideration.

Please authorize the Supervisor to sign an agreement with Farmer Pirates Compost to conduct Phase III of the Food Composting Program. Costs not to exceed approximately \$11,283 will be funded out of the Recycling Collection Line, 01-8161-00-50428.

RESOLUTION:

ATTACHMENTS:

1. Phase III Town of West Seneca Composting Proposals (002)

Continuation of Town of West Seneca Composting Program: Phase III Proposals

Option 1: Subsidized Pick Up Service and Free Drop Off Program

Total Yearly Maximum Cost to Town: \$11,283 (approximate)

- Program Summary:** Farmer Pirates Compost would offer two composting options to households in West Seneca, pick up or drop off. For the pick up service, the fee would be subsidized and shared between the resident and the Town, open to 75 households. Each household signed up receives a 5 gallon bucket, lid and liner. They will collect food scraps within the bucket and every two weeks on their designated pick up day, they will leave the bucket out front for collection. Farmer Pirates Compost will empty the buckets, leaving a fresh liner to collect in until the following pick up. Each participating pick up household will receive 2 free 1 cubic ft bags of compost during the spring season (April - June). The drop off program will run exactly as the current pilot operates, available to 120 households to use free of cost. They will collect food scraps at home and empty at the drop off location as needed. Farmer Pirates services the drop off totes weekly. Active drop off members receive a discount code to use on compost during the spring sale season.
- Projected Impact:** Based on data collected, ~24,898 lbs of yearly food scraps would be collected from 75 households using the pickup service and ~17,583 lbs of food scraps would be collected from 120 households using the drop off program. In total, a potential 42,480 lbs or 21.24 tons of food scraps would be diverted from landfills and composted in one year with Option 1.
- Cost Breakdown:**
 - Bi-Weekly Pick up service - up to 75 households
 - Town cost: \$6.50/month per household
 - Yearly Max: \$6,183.00 (approximate)
 - Service cost: \$5,557.50
 - Estimated supplies cost: \$625.50 (buckets, lids, stickers)
 - Household cost: \$6.50/month
 - Quarterly: \$19.50
 - Yearly: \$78
 - Includes 2 x one cubic foot bags of compost per household
 - Drop off program- up to 120 households*
 - Town cost: \$5,100/year
 - Household cost: Free
 - Includes discount code for compost
 - *If the total maximum household number for drop off is not reached and there is a waitlist for pick up, Farmer Pirates will work with Town to add in new pick up members while staying within budget.

Option 2: Continuation of Current Municipality Sponsored Drop Off Program

Total Yearly Maximum Cost to Town: \$5,100

- Program Summary:** Farmer Pirates Compost would continue to offer the drop off composting program option to households in West Seneca. The drop off program will run exactly as the current pilot operates, open to 120 households to use free of cost. They collect food scraps at home and drop off at the drop off location as needed. Farmer Pirates services the drop off totes weekly.
- Projected Impact:** The drop off program has the potential to collect and divert ~17,583 lbs or 8.79 tons of food scraps from 120 households in one year with Option 2.
- Cost Breakdown:**
 - Drop off - up to 120 households
 - Town cost: \$5,100/year
 - Household cost: Free

Town of West Seneca Residential Composting Pilot Collection Data

Phase I Drop Off Pilot Collection Data

Number of Participants (households)	54
Duration	17 weeks
Program Dates	5/25/2023 - 9/12/2023
Total Food Scraps Collected Phase I (lbs)	2,120
Total Food Scraps Collected Phase I in Tons	1.06

Phase II Drop Off Pilot Collection Data

Max Number of Participants (households)	120
Duration	52 weeks
Program Dates	1/26/2024 - 1/24/2025
Total Food Scraps Composted to Date (1/17/2025) (lbs)	15,435
Total Phase II Food Scraps Collected in Tons to Date	7.72

Phase III Pilot Projected Collection Data

OPTION 1: 75 Pick Up Households and 120 Drop Off Households

75 Residential Bucket Pick Up

Quarter	Weekly Average per Household (lbs)	Number of Pick Up Households	Food Scraps Collected per Quarter (lbs)
First Quarter	6.72	60	5,242
Second Quarter		75	6,552
Third Quarter		75	6,552
Fourth Quarter		75	6,552
Total Projected Pick Up Collection (lbs)			24,898
Total Projected Pick Up Collection in Tons			12.45

120 Neighborhood Drop Off

Year	Weekly Average per Drop Off Household (lbs)	Number of Drop Off Household	Food Scraps Collected per Year (lbs)
2025	2.82	120	17,583
Total Projected Drop Off Collection (lbs)			17,583
Total Projected Drop Off Collection in Tons			8.79

OPTION 1: Phase III Pilot Total Projected Collection Data

Total Projected Collection Data Phase III (lbs)	42,480
Total Projected Collection Data Phase III in Tons	21.24

OPTION 2: 120 Drop Off Households

120 Neighborhood Drop Off

Year	Weekly Average per Drop Off Household (lbs)	Number of Drop Off Household	Food Scraps Collected per Year (lbs)
2025	2.82	120	17,583

OPTION 2: Phase III Pilot Total Projected Collection Data

Total Projected Collection Data Phase III (lbs)	17,583
Total Projected Collection Data Phase III in Tons	8.79

Phase II Pilot Summary

From January 26, 2024 through January 17, 2025 (pilot is ongoing), the participating Town of West Seneca households have contributed 15,435 lbs of food scraps to be composted, diverting them from landfills. This is approximately 7.7 tons of food scraps turned to compost. The program reached the maximum of 120 participating households in April 2024, and remained full with a waitlist for 4 additional months. Since August, the number of actively participating households has remained between 105 - 117 per month.

Program Start Date: January 26, 2024

Number of Pick Ups to Date: 51

Food Scraps Composted to Date: 15,435 lbs

Food Scraps in Tons: 7.7 tons

Impact Comparisons from [ReFED Impact Calculator](#):

- Total Greenhouse Gas Footprint: 30.90 metric tons of CO₂e
 - Equivalent to: 7 passenger vehicles driven for one year
- Water Footprint: 1.89 million gallons
 - Equivalent to: 3 olympic swimming pools

Impact Statistics from [EPA Greenhouse Gas Equivalencies Calculator](#):

- Miles Driven Offset: 15,311 miles
- Gallons of Gasoline Consumed: 694 gal saved
- Pounds of Coal not burned: 6,822 lbs

Phase II Sign Ups:

- Total sign ups throughout Phase II: 142
- Current Active sign ups: 110
- Months pilot remained full with a waitlist: 4
- Sign ups canceled or taken out for lack of participation in Check Ins: 33
- Sign ups still actively participating from the launch of Phase II: 75
- New sign ups currently active from February to date: 35

Monthly Check In Data:

- Average participant drop off frequency:
 - More than once a week: 12.36%
 - Weekly: 35.97%
 - Twice a month: 27.41%
 - Once a month: 15.59%
 - Never: 8.67%
- Voluntary Suggestions: Overall - make locks easier, more convenient location, tighter fitting tote liners, and pick up service. Examples include:
 - Potential for pickup service on trash day?
 - Any way to get similar composting bins/bags used in the City of Buffalo?
 - Maybe eventually bins could be placed in a different spot at the town complex. Or put a sign up that says parking for drop off only ? I park and walk my bucket over because the sign next to the bins says police vehicles only.
 - Too many yellow jackets around the collection bins
 - It would be great if West Seneca plowed out the recycle bins. Have to climb over snow to reach them
 - I just wish there was a better place for drop off in the lot.

- Voluntary Program Comments: Other than above mentioned suggestions, there were 181 overall positive comments left in the monthly Check Ins. Examples include:
 - As someone who lives in an apartment , I am so happy to have access to composting again.
 - As always, thanks for giving the community an easy way to compost.
 - Love the program, so easy.
 - Still loving it! Can't wait to start making walking to the park with the kids and dropping off the compost a thing for us!
 - Still am thankful the program is running ! I appreciate only having one bag of regular trash a week to put out for a family of three.
 - Love that this program is available and I hope that it becomes permanent
 - Thank you!!! I hope this will continue into next year!!!!
 - LOVE YOU GUYS! Please renew this program in West Seneca next year!
 - I have emailed the town, I really hope that they will continue this program into the future! Thank you for all that you do!
 - Love that West Seneca is providing this service. I hope it becomes more widespread
- Cancellation Comments: Overall - out of the way, began composting at home, thought it was a pick up, didn't use that often or moved out of West Seneca. Examples include:
 - Didn't want scraps in fridge
 - Purchased at home composting tumbler from Erie county
 - Thank you for letting me try it out. Please give my spot to someone else who can use it more regularly.
 - Sadly, I will have to leave the program for a while. I hope to contact you again when I can return.
 - Love this service, just the location makes it a bit more inconvenient for drop off. Thank you so much!
 - Thank you again for this option! It's just been more challenging for me to get there during the winter.

Composting Impact Statistics:

According to the [U.S Environmental Protection Agency](#), in the United States, food is the single largest category of material placed in municipal landfills, where it emits methane, a powerful greenhouse gas. Municipal solid waste landfills are the third-largest source of human-related methane emissions in the United States, accounting for approximately 14.1 percent of these emissions in 2017.

The greenhouse gas emissions from landfilled food waste are equivalent to the annual emissions of 15 coal-fired power plants. ([Food Waste and Methane: What's the Connection?](#))

Recycling wasted food into soil amendments offers opportunities to make long-term improvements in soil structure and health and help regenerate ecosystems by recovering nitrogen and carbon and returning them to the soil. ([The Environmental Impacts of U.S. Food Waste: Part 2](#))



TO: Honorable Town Board
FROM: Katie Almeida, Administrative Court Liaison
DATE: January 27, 2025
SUBJECT: Town Justices re Attendance at 2025 Court Clerk Conference

Requested Action: Authorize the attendance of Court Clerks Mary Jean Fitzgerald and Teresa Stacey at the Winter 2025 Continuing Court Clerk Education (CCE) Training Program for Towns & Villages at the Marriott Marquis in New York City from February 16 - 18, 2025, at a cost not to exceed \$2,100 per person to be paid from training line 01111000-50414. This training will satisfy the mandatory credit hours that are required for 2025.

RESOLUTION:

ATTACHMENTS:



TO: Honorable Town Board
FROM: Martha Franklin, Senior Police Clerk
DATE: January 27, 2025
SUBJECT: Chief Cosgrove re Sale and disposal of police vehicles

Requested Action: Kindly authorize the West Seneca Police Department to enter into an agreement with Auctions International, Inc., 11167 Big Tree Road, East Aurora, NY 14052, for the sale and disposal of old police vehicles.

I kindly request that all funds generated be placed into the police budgetary line 50208 "Police Vehicles." These funds will help offset the costs of police vehicles purchased in the 2025 year.

The following vehicles will be sold at auction:

2015 Ford Explorer - VIN: 1FM5K8AR8FGC51548
2021 Dodge Charger - VIN: 2C3CDXKG3MH613370
2021 Dodge Charger - VIN: 2C3CDXKG3MH609111
2022 Dodge Charger - VIN: 2C3CDXKG1NH162523
2021 Dodge Charger - VIN: 2C3CDXKG7MH613372

RESOLUTION:

ATTACHMENTS:



TO: Honorable Town Board
FROM: Martha Franklin, Senior Police Clerk
DATE: January 27, 2025
SUBJECT: Chief Cosgrove re Police vehicle purchase

Requested Action: I respectfully request permission to draw up specifications and set a purchase bid on the NYS Office of General Services Market Place for the purchase of five (5) new 2024 or 2025 Dodge Durango Pursuit police vehicles. These vehicles will replace older patrol vehicles and will be purchased and delivered in the 2025 calendar year. Funding will be available through the 2025 police vehicle budget line 01312000.50208.

RESOLUTION:

ATTACHMENTS:



TO: Honorable Town Board
FROM: Martha Franklin, Senior Police Clerk
DATE: January 27, 2025
SUBJECT: Chief Cosgrove re Purchase of ammunition

Requested Action: Please approve the purchase of ammunition per the quote from Amchar Wholesale Inc. The prices on the quote are in accordance with NYS contract #PC68734. The total amount of the purchase is \$13,847.45. There are sufficient funds in the 2025 budget line 01312000.50409 to cover the expense.

RESOLUTION:

ATTACHMENTS:

1. West Seneca PD Fed & Sim amkmo 1-13-25



TO: Honorable Town Board
FROM: Lauren Masset, Recreation Supervisor
DATE: January 27, 2025
SUBJECT: Recreation Supervisor Masset re 2025 Summer employee bonus

Requested Action: Approve the attached 2025 summer bonus schedule for part-time Recreation Department employees.

RESOLUTION:

ATTACHMENTS:

1. 2025 Summer Employee Bonus

Recreation Part-Time Summer Employee Bonus (2025)

A bonus will be offered to summer employees who meet the following criteria at the end of the season.

Bonus Amounts

- **Pool Supervisor PT:** \$500
- **Recreation Program Leader PT:** \$500
- **Assistant Pool Supervisor PT:** \$400
- **Head Lifeguard PT:** \$300
- **WSI/PSI Lifeguard:** \$275
- **Lifeguard PT:** \$250
- **Recreation Program Staff PT:** \$250
- **Clerk Typist PT:** \$100 (effective June 1 – September 1, if programs do not run in full this bonus does not apply).

Date A: June 12, 2025

Qualification Criteria

1. Certifications

- Employee must obtain all required certifications on their own by DATE A (or their onboarding date if hired after DATE A).
- Certifications must be valid until September 1, of that year.
- Proof of enrollment does not qualify. Certifications must be emailed as a PDF to lmasset@twsny.org by DATE A (or onboarding date if applicable).
- Required certifications can be found in the job descriptions at www.westsenecarecreation.com.
- If an employee is unsure about qualifications or certifications for their role, they must email lmasset@twsny.org by May 30.

2. Season Length

- Employee must work the entire season (opening date – closing date) without interruption.
- If certifications expire after September 1, 2025, employees may not work beyond the expiration but will not be penalized for the bonus.

3. Mandatory Attendance

- Attendance at all mandatory orientations, training, in-services, meetings, etc., is required during pre/post/regular season.
- Employee must always sign in/out using SwipeClock and the provided sign-in/out sheets (if applicable).

4. Shift Attendance

- Employee must attend all scheduled shifts or find qualified coverage for shifts they cannot attend.
- Coverage must be of the same level (e.g., Head Lifeguard for Head Lifeguard).
- If the department arranges coverage, the employee does not qualify for the bonus.
- The department will assign shifts as needed, not based on availability or request. It is the employee's responsibility to attend their shift or find coverage.

5. Disciplinary Record

- Employee had no disciplinary actions (verbal, written, final, or investigations) for the entire season.

6. Policies

- a. Employee must have been in compliance with the Town's zero-tolerance bullying and harassment policy for the entire season.
- b. Employee must have been in adherence to the Town's smoke- and alcohol-free policy for the entire season.

7. Minimum Shifts

- a. Employee must work at least 10 shifts during the season.

8. Rules Compliance

- a. Employee must follow all facility rules, safety plans, town/departmental policies, and local laws for assigned locations.

9. Manual Compliance

- a. Employee must have no violations of the West Seneca Youth & Recreation Team Operations Manual.

Special Circumstances

- Employees who are fully certified and have submitted their certification by DATE A, and whose employment has been approved by the Town Board, will be eligible for a bonus under the following circumstances:
 - **Program Cancellation:** If the Town is unable to run the summer program in full, the employee will receive 25% of the bonus for the program they were hired for.
 - **Program Shutdown After Start:** If the Town is forced to shut down the summer program after it has begun, the employee will receive the lesser of:
 - A pro-rated bonus based on the number of weeks the program operated; or
 - 50% of the full bonus for the program.
 - If any employee cannot attend their shift due to a medical/health issue and provides a doctor's note this will not affect their bonus.
 - Quarantine or medical issues with proper documentation will not affect eligibility. Employees who test positive for COVID must follow the Town of West Seneca COVID-19 policies.
 - **Review:** The Recreation Department/Town Board Liaison/HR/Department Head will review each circumstance on a case-by-case basis prior to making any decisions regarding bonus qualification rejection or adjustment at the end of the season.
 - **Reminders:**
 - The Town of West Seneca will not speak with anyone other than the applicants regarding their application status and/or employment.
 - Obtaining/submitting certifications, expressing interest in a position, etc. does not guarantee a position will be received.

Submission

Bonus payments will be submitted to Finance around mid-September, after all seasonal programs and facilities have closed and seasonal employment has ended. Finance aims to process and issue these bonuses within 4-6 weeks of receiving them from Recreation.

Onboarding Employee Acknowledgement of Summer Bonus Requirements

I understand the above information regarding the Summer Bonus Requirements/Qualifications.

Employee Name:

Print Name:	
Signature:	
Date:	

Final Assessment

- **Did the employee meet all of the above criteria/qualifications?**
 - YES
 - NO, Explain:
- **Qualified for Bonus:** YES / NO
- **Bonus Amount:** 100% / 50% / 25% / Less
- **Bonus Dollar Amount:** _____
- **Reason for Adjustment:** _____

Program Supervisor Completing This:

Print Name:	
Signature:	
Date:	

Finance Department Information:

- **Budget Line:**
 - RECREATION 1.7140.0149
 - AQUATICS 1.7180.0149
 - POOL SUPERVISOR 1.7180.0100



TO: Honorable Town Board
FROM: Lauren Masset, Recreation Supervisor
DATE: January 27, 2025
SUBJECT: Recreation Supervisor Masset re Trinity Christian School

Requested Action: Kindly authorize the Supervisor to execute the necessary documents to enter into an agreement with the Trinity Christian School for use of Firemen's Park for a Field Day event.

RESOLUTION:

ATTACHMENTS:

1. Trinity Christian School Agreement

**TOWN OF WEST SENECA RECREATION DEPARTMENT
NON-EXCLUSIVE FACILITIES USAGE PERMIT & LICENSE AGREEMENT**

Group/Season/Year:	Trinity Christian School / Summer 2025
The Licensee: This must match the COI	
Insured Name:	Trinity Lutheran Church
Located At:	146 Reserve Road, West Seneca, NY, 14224
Licensee Representative:	
Name and Title:	Katie Willert, Principal
Address:	146 Reserve Road, West Seneca, NY, 14224
Phone:	716-674-5353
Email:	principal@trinitywny.org
Agreement Term:	
Agreement Shall Begin On:	June 6, 2025
Agreement Shall End On:	June 13, 2025
Invoice:	<i>This document serves as the invoice</i> Total Due \$100.00
Payment is Due:	May 6, 2025
Usage Fee Type (Select 1):	Grassy Area Fee \$20.00 per hour or part of hour
Usage Fee Type	Cost
Diamond per hour or part of hour	\$35.00
Soccer Field per hour or part of hour	\$55.00
Grassy Area per hour or part of hour	X \$20.00
Road Race	\$500+ (Determined by the Highway Superintendent)
Community Event/Special Event	Fee varies based on size, purpose, and duration
Fee Notes:	
Any use type may be assessed a Buildings & Grounds, Highway, WSPD or other Town of West Seneca overtime or supply fee. This is an additional fee.	
Road Races, Special Events, Tournaments and other large events fees are determined by the West Seneca Town Board and Highway Superintendent. These vary based on the event.	
Cost may be higher or lower than what is listed above, based on size, capacity, lighting, and duration of the event.	
Proof of nonprofit status or fundraising purpose may be required. Town Board approval will be required.	
Fees that are charged per one-hour block and are shorter than one are rounded up to the nearest one-hour block. Example 1.15 hours is rounded and billed as 2 hours.	
Minimum Charge based on requested/scheduled start and end time.	
Usage is not permitted before the scheduled start time or after the scheduled end time.	
Exhibits	
Permitted Use and the Permitted Use Dates	Firemans Park on June 6, 2025 from 9:00 AM - 1:00 PM. If needed weather/rain date TBD on another weekday between June 6 - June 13, 2025.

This Non-Exclusive Facilities Usage Permit & License Agreement (the “Agreement”) is made by and between the Town of West Seneca, located at 1250 Union Road, West Seneca, New York (the “Town”), and the insured Licensee as listed above (collectively, the “Parties”), and is effective as of the date executed on behalf of the Town (the “Effective Date”).

1. Subject to the conditions, obligations, and terms of this Agreement, including the Facilities Usage Rules and Regulations, the Town grants the Licensee and the Licensee’s Permitted Users a non-exclusive license (the “License”) to use the facilities specified herein. By signing this Agreement, the Licensee acknowledges that they have reviewed and understood the Facilities Usage Rules and Regulations and agrees to adhere to them. Such use shall be limited to the Permitted Use defined below.

2. Permitted Use

- A. The License is granted for the Permitted Use and the Permitted Use Dates specified above. Any modifications to this Agreement shall be at the sole discretion of the Town and must be made in writing.
- B. The Town of West Seneca reserves the right to cancel any scheduled usage dates for any reason, at any time with no notice.
- C. The Licensee will only engage in Permitted Uses; all other uses are prohibited. The Licensee will engage in Permitted Uses in a manner that will protect and not damage the Facilities and will immediately notify the Town in writing of any prohibited uses by the Licensee or its invitees.
- D. Failure of the Parties to agree upon any changes to, or extension of, the Permitted Use Dates will result in expiration of the Term; if that occurs, the Town will have no liability for damages of any kind whatsoever to the Licensee.

3. Agreement Term

- A. The term of this Agreement shall begin on and conclude on the dates listed above, unless terminated earlier in writing. The Town of West Seneca, in its sole discretion, reserves the right to cancel this agreement at any time for any reason or without cause, reason or notice. Failure to abide by this agreement and work in harmony with the Town of West Seneca could result in the termination of this agreement.
- B. No refunds will be given. All fees will still be owed for future reserved uses.

4. Licensee Representative

- A. The Licensee designates the individual named above (the “Licensee Representative”) as its authorized representative for coordinating the Permitted Use of the Facilities with the Town. The Town shall have the right to rely on all representations and warranties made by the Licensee Representative on behalf of the Licensee. The Licensee Representative information can be found above. The Licensee Representative will be the only point of contact for the Town regarding scheduling and any other questions, comments, concerns, issues, etc. related to this agreement.

5. Payment:

- A. At the discretion of the Town, payment of use, exclusive of any additional cost incurred by the Town, shall be made no less than ten (10) calendar days prior to the Licensee’s use of the Facilities. Within ten (10) calendar days after such use, the Town will issue an invoice detailing any additional maintenance, lighting, cleaning, and other costs incurred as a result of the usage. This additional invoice must be paid within thirty (30) calendar days of the invoice date, otherwise future facility use may be denied.
- B. Payments should be made to the Town of West Seneca. An additional fee will be charged for each credit card transaction, which will be added to your “amount due” at the time of payment. Payments can be

made in person at the West Seneca Youth & Recreation office located at 1300 Union Road, West Seneca, NY 14224, or mailed to West Seneca Youth & Recreation, 1250 Union Road, West Seneca, NY 14224. Do not send cash through the mail.

- C. In the event of a weather-related cancellation or other unforeseen circumstances, the Town reserves the right to close facilities. During such closure, the Licensee is prohibited from using the facilities. The Licensee will not be charged for the cancelled date by the Town. No dates are guaranteed to be able to be re-scheduled and the Town shall not be responsible for any costs and/or damages as a result of such cancellation.

6. Additional Licensee Obligations and Understandings

- A. The Town of West Seneca will not provide any sound systems, announcement systems, or other equipment. The Licensee is responsible for supplying all necessary equipment.
- B. Any placement of storage containers, bins, sheds, trailers, etc., must be approved by the Highway Superintendent at least two weeks prior to placement on Town property. These items must display signs stating, "No Climbing" and any other directives from the Highway Superintendent. The Town of West Seneca is not responsible for any damage or theft of these items.
- C. The Town of West Seneca will not be responsible for or reimburse the Licensee for any lost, stolen, damaged, or vandalized items or any items left on Town property after the end of such use.
- D. The Licensee must clean the facility after use. Failure to do so may result in cleanup fees billed after the event, based on the Town's actual cleanup costs, which cannot be predetermined. The Licensee is responsible for keeping the vicinity free and clear of debris and garbage.
- E. The Licensee agrees to follow all local laws, and any rules posted at the facility or park they are using.
- F. Parking spots cannot be reserved for any Town facility.
- G. The opening and closing dates for Town Facilities vary by season and is TBD. The dates this agreement is valid for may fall before or after the opening and closing dates for the season. The Town will notify users of opening and closing dates. Facilities cannot be used before they are open or after they are closed for the season, regardless of the dates of this agreement. The Licensee understands that regardless of the dates of this agreement, the Town of West Seneca facility requested may not be open for the season, could close for the season and/or may not be available.
- H. The Licensee will cooperate and will cause the Licensee's Representative and its invitees to always cooperate with Town personnel.

7. Grassy Area, Soccer Fields & Diamond Rental

A. Rainout Procedures:

Licensees must call the Rainout Line at 716-677-4754 each weekday after 4:00 PM to confirm that the diamond is open and not closed due to weather conditions. Please note that diamonds will not be prepared on weekends or holidays, and the rainout line is not updated during those times. Weather and conditions are unpredictable and could change after the rainout line is updated for the day.

B. Reservation Policy:

Licensees cannot reserve time slots for Baseball Diamonds, Soccer Fields or Grassy Areas until after April 10 each year. This policy allows West Seneca Youth Sports, West Seneca Central School District, and West Seneca Youth & Recreation to book their necessary time slots. Licensees understand that no usage is guaranteed regardless of when this agreement was filed. Time slots are allocated on a first-come, first-served basis, and it's possible that no timeslots may be available. If April 10 falls on a weekend or holiday, the date will move to the next business day.

C. Requesting Rental:

To request a rental, the Licensee must email the desired date(s), time(s), and, if applicable, the size of the diamond or field. If any diamond or field is available, we will add the game to the schedule and

notify the Licensee. If no availability exists, we will inform the Licensee so they can submit a new request. Please be aware that Recreation must submit the weekly schedule to B&G several days in advance for the upcoming week. Therefore, all usage requests and cancellations must be submitted in writing by Wednesday at 3:00 PM of the week before. Requests made after this deadline will not be accepted for the following week, which runs Monday through Sunday. All requests and cancellations should be emailed to the Recreation Department, if there is a different designated scheduler the licensee will be notified after this agreement is approved.

D. Requesting a Cancellation:

To avoid a charge for cancellation, notice must be received no later than Wednesday at 3:00 PM of the week before the usage. Fees will not be refunded or adjusted should the Licensee fail to use the date they reserved and/or if the Licensee cancels due to weather-related or other issues. The Town of West Seneca reserves the right to deny a refund of fees at any time for any reason. All requests and cancellations should be emailed to the Recreation Department. If there is a different time available, the licensee will be notified.

E. Diamond Rental Fees:

Fees apply for weekday diamond use (prepared) and weekend diamond use (unprepared). Diamonds will not be prepared on weekends, holidays, or observed union holiday dates, but Licensees may request preparation for an additional fee. To request preparation, the Licensee must contact the Highway Superintendent at least two weeks before the scheduled use. If approved, the Licensee will be informed of the preparation cost and payment due date, if different from above.

F. Diamond Lights

For diamonds with lights, it is at the discretion of the buildings and grounds department if and when the lights will be turned on and off.

G. Grassy Area Fees

The Licensee acknowledges that if they are permitted to use a grassy field, the area will not include any equipment, nets, or other items and will not be lined. The field may have lines and equipment for other events, activities, and sports. The Licensee is not permitted to make any changes or adjustments to the area, nor should they place, keep, or store any items on Town property. If the Licensee wishes to have the area lined or marked, or if they need to place or store equipment, they must contact the Highway Superintendent at least thirty (30) calendar days prior to their first usage. Approval of such requests are not guaranteed and are at the sole discretion of the Highway Superintendent, who may impose additional fees and/or requirements.

H. West Seneca Soccer Complex:

- a. The Town of West Seneca will not provide corner flags, and all other equipment and items are not required to be supplied by the Town.
- b. Grills are not permitted at the West Seneca Soccer Complex.
- c. All persons will stay off the berm at the West Seneca Soccer Complex.

8. Races, Tournaments, Community Events, and Special Events

A. Documentation Requirements:

The Licensee must attach a race map and schedule to this agreement. Additionally, the Licensee must contact the Highway Superintendent and the Police Chief to discuss the event as part of the permit process. This communication must occur at least thirty (30) calendar days prior to the event.

B. Notification Responsibilities:

The Licensee is responsible for informing all businesses and homeowners along the race route, as well as any individuals affected by road closures. This includes properties directly on the race route and those on side streets that may be impacted. Notifications must be made at least 72 hours before the race start time. Failure to adequately inform all parties may result in the inability to host future events. It is recommended that affected parties receive a flyer detailing the event date, start and end times, and other pertinent information.

C. Specific Requirements for Races:

The Licensee must provide a detailed schedule, a list of streets that will be closed or blocked, and a race map with the list clearly indicated.

D. Requirements for Tournaments and Other Events

A complete schedule must be submitted to both the Recreation Department and the Highway Superintendent no later than fifteen (15) calendar days before the event.

E. Code Enforcement Application

The Licensee must contact the Code Enforcement Office and file an "Application for Special Events" and any other required documents in addition to this document. This must be done at least thirty (30) calendar days prior to the event date.

9. Food

- A. The sale or provision of food at the West Seneca Ice Rink, Community Center, Library, West Seneca Soccer Park, and Sunshine Park is strictly prohibited. The Town of West Seneca has an exclusive agreement with a vendor for food sales in these locations. In any other areas of town, the sale or provision of food must be discussed with the Town Board before this agreement is approved. It is the Licensee's responsibility to initiate this conversation during the initial stages of the agreement process.
- B. If food is permitted to be sold, the Licensee must contact the Code Enforcement Office to file an "Application for Special Events" and any other required documents in addition to this agreement. This must be completed at least thirty (30) calendar days prior to the event date.
- C. Outside grills are not permitted in Town Parks unless approved by the Highway Superintendent. It is the Licensees responsibility to obtain approval if an outside grill is being requested to be used.

10. Gaming

- A. If raffle tickets, auctions, or similar items are being sold, the Licensee must contact the Town Clerk's Office to complete any required documentation in addition to this agreement. This must be done at least thirty (30) calendar days prior to the event date.

11. Public Health Emergency

- A. The Parties acknowledge that during any public health emergency, the Licensee, including its vendors, employees, members and/or invitees, must take precautions to help protect against the spread of any disease, pathogen, or virus including, but not limited to, COVID-19. The Licensee will ensure that the organization adheres to all guidelines and rules made by the Centers for Disease Control and Prevention (CDC), New York State Department of Health, Erie County Department of Health, and Town of West Seneca, if applicable, and any changes to those guidelines and rules. It will be the responsibility of the Licensee to be abreast of any changes to aforementioned guidelines and rules.
- B. The Licensee, on behalf of its owners/operators/employees/players/spectators, acknowledge the contagious nature of COVID-19 and other similar pathogens, viruses and diseases, and further acknowledge that such exposure or infection may result in bodily injury, illness, permanent disability, or death. The Club hereby forever releases and waives any right to bring suit against the Town, and its

officers, officials, trustees, agents, employees, or other representatives in connection with exposure, infection, and/or spread of any virus, pathogen and/or communicable disease, including but not limited to COVID-19 related to utilizing the Town's Facility. The Club understands that this waiver means they give up their right to bring any claims including for bodily injuries, death, disease or property losses, or any other loss, including, but not limited to, claims of negligence, tort, prima facie tort, gross negligence, breach of contract, products liability, and give up any claim seeking damages, whether known or unknown, foreseen or unforeseen.

16. Facility Alterations

- A. Neither the Licensee nor its invitees will make any alterations, improvements, or changes of any kind to any of the Facilities or other Town property. If any alterations take place, the Licensee will immediately notify the Town in writing of such prohibited alterations. If any damage is sustained to the Facilities during the Licensee's use, then the Licensee shall pay the Town for such damages.

17. Certificate of Insurance

- A. Licensee agrees to defend, indemnify and hold harmless the Town from any and all liability, damages, expenses, causes of action, suits, judgments and claims of any nature arising out of or in any manner connected with injury to persons or property which results from the Town's use and access of the Facilities, only to the extent that such liability, damages, expenses, causes of action, suits, judgments and claims do not arise out of the Town's sole negligence. The Licensee will maintain, or cause to be maintained, in full force and effect, at the Licensee's expense, one or more policies of general comprehensive liability insurance (the "Licensee's Liability Insurance") with combined single limit coverage of at least one million dollars (\$1,000,000.00) per occurrence, and at least two million dollars (\$2,000,000.00) in the aggregate, with one million dollars (\$1,000,000) umbrella coverage, naming the Town as an additional insured on a primary and noncontributory basis. If the Certificates of Insurance, demonstrating insurance coverage required by this Section, are not received by the Town at least ten (10) days prior to the Permitted Use Dates, then the Town in its sole discretion may terminate this Agreement and/or prohibit the Licensee use of the Facilities. Certificates of Insurance upon their approval by the Town shall become part of this Agreement and shall be attached hereto as EXHIBIT C. Failure to provide a Certificate ten (10) calendar days prior to use may result in termination of this Agreement. The Town of West Seneca Insurance Company (Kathleen A. Rapasadi <KRapasadi@tompkinsfinancial.com>) will review the COI's submitted, based on review, the Town of West Seneca reserves the right to deny the COI, request changes to the COI/policy and/or change the limits or requirements at any time. The Town of West Seneca will not begin the agreement process with any person or group until after the COI has been approved by the Insurance Company.

- B. Here's a checklist:

- Under the General Liability section
 - \$1,000,000 or more "Each Occurrence"
 - \$2,000,000 or more "General Aggregate"
- The additional insured box marked.
 - A retention limit of \$75,000 or less, which would be marked under the General Liability under Claims Made or Occur this section should list the Retention with the amount.
- Under the Umbrella Section
 - \$1,000,000 or more in coverage.
- Under Description

- Wording that the Certificate Holder is an additional insured for all purposes, coverage, and claims. The Certificate Holder is an additional insured on a primary and noncontributory basis.
- Certificate Holder
 - “Town of West Seneca, 1250 Union Road, West Seneca, NY, 14224”

18. Political/Charitable/Organizations Signs and Events

It is further understood and agreed that no political signs, electioneering, supply of flyers/documents/papers or other information of a political nature shall be permitted by any candidate, political party, and/or political action committee either in support of or against any political candidate or party on any property owned by the Town of West Seneca other than on any local, state or national election day in conformance with any Election Law and/or regulation. Failure to adhere to this prohibition will result in the removal of any such signage and/or document and the immediate removal of such individual, organization, or group from Town property and the future denial of the right to use Town property in the future. Nothing herein shall prevent any individual, political party, or organization from sponsoring any charitable event for a recognized charitable organization on Town property provided that the charitable organization is a participant in the event and the full proceeds, if any, from the event are promptly paid to the charitable organization with proof of such delivery provided to the Town and acknowledged by the charitable organization. In the event that there are no charges to the general public for any registration, participation, admission, food, drink, or any other aspect of the event, the same shall not be applicable. A charitable organization shall be one authorized to act as a charity pursuant to the laws of the State of New York or as a charitable organization pursuant to the laws of the United States. Evidence of such authorization in a form acceptable to the Town shall be provided to the Town at least two weeks prior to any approval by the Town. All accounts showing amounts provided to the charitable organization shall be submitted within fifteen (15) calendar days of the conclusion of the event. In no event shall the amount paid to the charitable organization be less than fifty percent of the gross total amount. The licensee must pick up any and all lawn signs they put out by the end of the day after the event.

19. Automated External Defibrillator (AED)

If required by law, Licensee shall provide for an AED device to be present during all uses set forth herein and shall certify that they have an AED implementation plan on file and individuals trained in the use and operation of the AED and that same shall be supplied to the Town, upon request. In the event that the provisions of the Public Health Law governing the use of an AED are not applicable to Licensee, the Licensee shall provide a statement to the Town to that effect upon execution of this agreement.

20. Smoking & Alcohol:

- A. No alcoholic beverages or rowdiness will be allowed on the premises or in the immediate vicinity of any Town facilities or property.
- B. There is no smoking of any kind permitted at any town facility.

21. Indemnification

The Licensee further agrees to defend, indemnify and hold harmless the Town of West Seneca from any claim, demand, suit, loss, cost of experience, or any damage which may be asserted, claimed or recovered against or from the Town by reason of any damage to property, personal injury or bodily injury, including death or in connection with exposure/infection/spread of COVID-19 or any other health related disease, sustained by any person whomsoever and which damage, injury, or death, arises out of or is incident to or in any way connected with the performance of this Agreement, and regardless of which claim, demand,

damage, loss, cost of expense if caused in whole or in part by the negligence of the Town of West Seneca, or by third parties, or by the agents, servants, employees or factors of any of them.

- 22. Failure of the Parties to agree upon any changes to, or extension of, this Agreement, same will result in expiration of the Term; if that occurs, the Town will have no liability for damages of any kind whatsoever to the Licensee. The Town, in its sole discretion, may terminate this Agreement upon thirty (30) days' written notice for any reason whatsoever, including but not limited to, any violation of the Facilities Usage Rules and Regulations.
- 23. The Licensee will cooperate and will cause the Licensee's representatives and its invitees to always cooperate with Town personnel. The Licensee, its representative, and invitees shall not interfere with the work of Town employees and shall, in no way whatsoever, attempt to control or direct the work of any Town employee. All questions should be directed to Steve Hanavan, or his designee. The Licensee, its invitees and third parties shall obey all Federal, State, and local laws as well as all rules and regulations of the Town with respect to the use of the Facilities. The Licensee, its invitees, and third parties shall obey all directives of any law enforcement agency with respect to the use and operation of the Facilities.
- 24. The Licensee shall not assign any rights or responsibilities set forth in this agreement to any other party without the express, prior written consent of the Town.
- 25. This Agreement may be executed on behalf of the Town by the Town Supervisor or any authorized Recreation Personnel, as designated by the Town Board. The Licensee acknowledges that the signatory for the Club has the authority to execute this Agreement and bind the Club with respect to the terms and conditions contained herein.
- 26. In the event any provision of this Agreement is determined to be invalid or unenforceable, the remainder shall remain in force as if such provision were not a part. This Agreement sets forth the entire understanding between the Parties and may be amended solely upon the written mutual agreement of the Parties.

27. Town of West Seneca Contact Information

A. If there is more than one contact for each department you should contact all of the listed contacts unless otherwise noted in the section of the agreement for the step you are completing.

B.

Department	Title	Name	Phone	Email
Recreation	Recreation Supervisor	Lauren J. Masset	716-674-6086	lmasset@twsny.org
Highway	Highway Superintendent	Brian Adams	716-674-4850	badams@twsny.org
West Seneca Police	Police Chief	Brian Cosgrove	716-674-2943	cosgrovb@westsenecapolice.org
Code Enforcement	Code Enforcement	Jeffery Schieber	716-558-3242	jschieber@twsny.org
Town Clerks Office	Town Clerk	Kate Newton	716-558-3215	knewton@twsny.org

Rain Out Line	N/A	N/A	716-677-4754	N/A
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TOWN OF WEST SENECA

Signature: _____
Printed Name: Hon. Gary Dickson, Supervisor
Date: _____
Town Board Approval Date: _____

(LICENSEE)

Signature: Katie Willert
Printed Name: Katie Willert
Date: 1/15/25



82BWSENTRI

DFRANCO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/29/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Emery & Webb, Inc. 999 Main Street Fishkill, NY 12524	CONTACT NAME: PHONE (A/C, No, Ext): (845) 896-6727 E-MAIL: ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: GuideOne Mutual 15032 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	FAX (A/C, No): (845) 896-6877
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INSURED
 Trinity Lutheran Church
 146 Reserve Road
 West Seneca, NY 14224-4016

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR ISD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A X	COMMERCIAL GENERAL LIABILITY		1433116	10/1/2023	10/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/PROP AGG \$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	POLICY	PROJ	LOC			
	OTHER:					
	AUTOMOBILE LIABILITY					
	ANY AUTO OWNED AUTOS ONLY	SCHEDULED AUTOS				
	HIRED AUTOS ONLY	NON-OWNED AUTOS ONLY				
	UMBRELLA LIAB OCCUR					
	EXCESS LIAB CLAIMS-MADE					
	DED	RETENTION \$				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N / A					
	If yes, describe under DESCRIPTION OF OPERATIONS below					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The Certificate Holder is an additional insured on a primary and noncontributory basis.

CERTIFICATE HOLDER	CANCELLATION
Town of West Seneca 1250 Union Road West Seneca, NY 14224	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 

ACORD 25 (2016/03)

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