

STATE OF NEW YORK PUBLIC EMPLOYMENT RELATIONS BOARD  
RECEIVED  
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CONCILIATION

COMPULSORY INTEREST ARBITRATION  
STATE OF NEW YORK PUBLIC EMPLOYMENT RELATIONS BOARD  
(PERB)

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In The Matter of an Impasse in :  
Collective Bargaining Negotiations :  
Between : O P I N I O N  
TOWN OF LANCASTER POLICE : and  
BENEVOLENT ASSOCIATION a/k/a :  
THE CAYUGA CLUB (PBA) : A W A R D  
PETITIONER : PERB -JA 84-38;  
M84-453  
AND :  
TOWN OF LANCASTER (Town) :  
Respondent :  
:

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Before: Eric Lawson, Jr., Esq.  
Chairman of Panel  
Richard J. Sherwood, Esq.  
Employer Panel Member  
Lt. Michael Curran  
Employee Organization  
Panel Member

APPEARANCES:

For the Town: by, William L. Holcomb  
William L. Holcomb Associates  
3178 Delaware Avenue  
Buffalo, NY 14217

For the PBA: by: Anthony J. DeMarie, Esq.  
Dixon and DeMarie  
930 Convention Tower  
Buffalo, NY 14202

PROCEDURE:

The parties wishing to negotiate a successor collective bargaining agreement (cba) to an agreement between them (je1) which expired on December 31, 1984 did, pursuant to Section 17.06 (Term of Agreement), engage in collective bargaining. Said bargaining having failed to resolve all open items, the PBA petitioned the PERB on January 30, 1985 for assistance. A mediator was assigned to the impasse and assisted the parties to reduce the number of open issues, but was unable to secure the resolution of all open items. Thereafter a demand having been made for compulsory interest arbitration pursuant to Section 209.4 CSL and Part 205 (PERB Rules), the Public Arbitration Panel (hereafter the Panel) was designated on March 19, 1985.

A hearing was conducted in the Town of Lancaster Offices on May 2, 1985 at which time both parties were given a full opportunity to present evidence and offer argument before the Public Arbitration Panel. Thereafter briefs were submitted on May 16, 1985 and May 24, 1985 at which time the record was closed. Following a review of the record, the Chairman made preliminary findings of fact and proposed recommendations for review by the Panel. A meeting was held with the Panel on June 25, 1985. Following communications between Panel members and a subsequent meeting on August 20, 1985 concensus was reached among the Panel as to all open matters.

ISSUES:

The following unresolved issues were presented to the Panel:

Section 4.01 Uniform Allowance:

The PBA seeks an additional payment of \$100.00 in the first year of the contract and an additional increase of \$100.00 in the second year of the contract to the present uniform allowance.

The Town has offered an increase of \$25.00 in each of two years.

The rate being paid in the expiring (December 31, 1984) contract is \$650.00 00 per year.

Section 4.02 Uniforms and Equipment:

The PBA seeks the right for its members to wear the uniform when performing private duty security or police services. The right to wear the uniform would be at the discretion of the chief and his denial of permission would not be subject to the grievance procedure.

The Town opposes the change sought by the PBA. Currently member of the PBA do not have any contractual right to wear or seek permission to wear uniforms during the performance of private security duty work.

Section 6.01 Salaries:

The PBA seeks across the Board salary increases of 10% in each of two years and a spread between the salary paid lieutenants and senior patrol officers of 20%.

The Town offers 4% across the board salary increases in each of two years. The Town opposes any increase in the differential between lieutenant's pay and that of senior patrol officers. Currently the differential is approximately 12%.

Section 6.02 Over-time Pay:

The PBA's demand would require time and one-half pay for any hours worked beyond eight hours in any calendar day or beyond forty hours in any calendar week.

The Town makes no counter offer on this proposal.

Presently time and one-half pay is available for time worked beyond eight hours in a regular shift or work performed at times other than regularly scheduled work time.

Section 6.03 Call in Pay:

The PBA demand requires that unit members who are called in to work a revised schedule or to work additional shifts on less than twelve hours notice, be paid time and one-half for two hours for each such occurrence and that said payment be in addition to any overtime pay which is otherwise due and owing.

The Town opposes the change sought by the PBA.

At present unit members are paid two hours pay at time and one-half when "...called to the station or to duty at times other than regularly scheduled hours,..."

Section 6.04 Longevity Pay:

The PBA demand would raise the present longevity steps by \$75 in each of the two years of the contract.

The Town opposes the increase.

At present, unit members are paid \$300, \$400, \$500, \$600 and \$700 respectively after 5, 10, 15, 20 and 25 years of service.

Section 6.07 Promotional Pay:

The PBA demand would require that immediately upon promotion, a unit member be paid the salary rate in effect for the new classification or position.

The Town opposes changing the current practice. That practice provides for incremental adjustments in salary following promotion, with the new rate not being paid in full until the completion of the probationary period.

Section 6.10 Out-of Rank Pay:

The PBA demands would require that a unit member performing the duties of a higher paid classification or position be paid at that higher rate for all hours worked in the classification or position.

The Town opposes changing the current practice. That practice is limited to paying officers working out-of-title in the capacity of lieutenant \$1.25 per hour above their regular rate "...for the shift worked."

Section 8.01, Holidays and Holiday Assignments:

The PBA demand would add three new holidays per year and would require that unit members working New Year's

Day, Easter Sunday, Thanksgiving or Christmas would be paid double time for the hours worked.

The Town opposes the change.

At present there are eleven paid holidays.

Section 8.02 Personal Leave:

The PBA demand would create a new section in the contract requiring that unit members be granted five personal leave days per year to be taken in half day increments and where not fully utilized, to be added to the member's sick leave accruals at the end of each year. The Town would have the right to buy unused days.

The Town opposes this demand.

Section 9.01 Vacations:

The PBA demand would require adding an additional day of vacation to each member's present accruals commencing with the 16th year of service and continuing with one day added for each year of service thereafter until a maximum entitlement of 35 days had been reached.

The Town offers no counterproposal to the PBA demand and cites the existing vacation entitlement provision as sufficient. That entitlement grants officers with 15 years of service 20 working days of vacation each year. This is the maximum entitlement.

Section 9.02 Accrued Time-Off:

The PBA demand would require that except for discharge, all other terminations from service would have leave

accruals paid or credited to salary, if the termination were for the purpose of retirement, or paid to the officer's beneficiaries if termination resulted from death.

The Town opposes this demand.

At present only vacation accruals to a maximum of one year's service may be credited for purposes of retirement.

Section 10.01 Sick Leave:

The PBA demand would increase the present sick leave accrual ceiling from 266 work days to 278 days in the first year of the contract and to 296 days in the second year of contract.

The Town opposes the increases sought.

Section 10.03 Sick Leave Upon Retirement:

The PBA would increase the current ratio of 25% of a member's accrued sick leave which may be converted to a lump sum payment upon retirement, to 100%.

The Town opposes any change in the ratio and proposes amending the present language so that notice of impending retirement must be given to the Town prior to September 30th preceeding the year of retirement.

Where no such notice is provided, the Town may delay making the lump sum payment until March 31st of the year following the year of retirement.

Section 11.02 Life Insurance:

The PBA proposes doubling the present life insurance coverage of \$25,000 and providing coverage for spouses and dependents at the Town's cost not to exceed a cost

of \$17.00 monthly.

The Town opposes the increase.

Section 11.03 Indemnity:

The PBA demand enhances the present indemnification provisions by adding coverage for punitive damages, said coverage would become effective upon legislative authorization by the State of New York.

The Town opposes this demand.

Section 11.04 Health Insurance:

The PBA proposes the addition of Basic Rider 8, Drug Rider 8, Vision Care, Basic Rider 4, Basic Rider 3, Basic Rider 12 dental coverage of the High Level Riders A,B,C,& D and No. 8 and Optical Coverage (Vision Care Benefits). Further, the PBA demand will extend health insurance coverage for the balance of the year should an insured member die in service, and provide that member's spouse or dependent children with health insurance at their own cost and provide that should death of a member occur because of a duty related incident, that member's surviving spouse shall have insurance provided at the Town's expense until death or remarriage and any dependent children shall have insurance provided at Town expense until they shall reach the age of 23.

The Town opposes any enhancement of the Present Health Insurance coverage. The Town proposes that members

shall contribute \$10 for dependent coverage and \$3 for member only coverage. Further, the Town proposes that any increase in premiums occurring after January 1, 1986 shall be borne equally by the PBA and the Town.

Section 15.02 Education Incentive Pay:

The PBA demand would raise the rate of \$100 currently paid all members holding Associates Degrees and \$300 currently paid for members holding bachelors degrees by \$100 in each of the classifications.

The Town makes no specific proposal beyond indicating an interest in enhancing the payments to be made for members earning degrees in the future.

All other matters were tentatively agreed to, and are to remain unchanged in the ensuing contract.

POSITIONS OF THE PARTIES:

The following exhibits were offered. ■

- PBA #1 "Report of the Value of Real and Franchise Property County of Erie". (re 1981)
- PBA #2 Comparison Charts showing salaries, longevity pay, legal holidays, personal leave, vacation days for police departments in Lancaster, Amherst, Cheektowaga, West Seneca and Tonawanda. ■■
- PBA #3 "Salaries" (for certain titles in Town of Lancaster) and chart showing building permits issued in 1984 in Lancaster.

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■ Those marked ■■ are appended hereto.

PBA #4 Chapter 143 CLS  
T #1 Interest arbitration awarded I83-14, M82-629  
T #2 CPI chart (to February 1985) ■■  
T #3 "Largest Area Municipalities" ■■  
T #4 Longevity chart

PBA

The PBA argues that based on comparability (principally Amherst, Cheektowaga, Tonawanda and West Seneca) members are paid lower salaries and receive fewer benefits but are as productive as police officers in nearby communities. ■■■ Further, the PBA argues that an expanding tax base which is reflected by building permits issued and increased Court revenue shows that the Town is capable of providing PBA bargaining unit members adequate salaries and benefits.

An analysis of the Town's exhibits (See TE #3) shows that the per capita expenditure in Lancaster was the lowest of any municipal budget cited. The Town's recitation of the CPI increase in the recent past (TE #2), while accurate as far as it goes, fails to describe inflationary increases occurring in 1979, 1980, 1981 and 1982, years where the CPI exceeded negotiated salary increases.

Based on comparability, the PBA offers charts (PBA E #1)

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■■ The exhibits are appended hereto

■■■ As can be seen in a ranking of calls per officer and DWI arrests (PBA brief pp 3,4).

showing the salaries, longevity pay, legal holidays, personal leave days and vacation days available in Lancaster to be less than or fewer than similar benefits in other communities. The same argument was made regarding the PBA's health insurance demand, however no evidence was offered in support thereto.

The PBA submits that in addition to securing additional compensation for the inconvenience of working "out of schedule", its Overtime Pay and Call-in Pay proposals are intended to curb the Town's practice of routinely changing work schedules on short notice.

The PBA's demand for Accrued Time-Off, Sick Leave (cumulative ceilings) and Sick Leave Upon Retirement are defended on the basis that the protections sought encourage members to use their leave credits sparingly in the knowledge that such frugality will be rewarded at termination of employment.

TOWN:

As an overview for its position, the Town cites its auditor's statement and population and taxable valuations between Lancaster and other area municipalities in support of its contentions that Lancaster is not a "wealthy community". Further, the Town argues that its rural character and relatively sparse population make comparisons with Towns like Amherst and Cheektowaga unrealistic. A more appropriate comparison would include all of the towns in western New York as is reflected in TE #3. When a comparison of wages and benefits

in Lancaster is made with this larger and more appropriate base, police officers in Lancaster are shown to fare much better than is the case with the more selective comparison base used by the PBA. As an example, the Town of Orchard Park, which is similar to Lancaster in the size of its police force, pays its officers comparable wages with those paid in Lancaster when adjustments are made for the fact that Orchard Park Police work a 5-2 schedule and officers in Lancaster work a 4-2 schedule. Similarly, when wages paid in Amherst, West Seneca, Cheektowaga and Tonawanda are adjusted in recognition of the 5-2 work schedules worked in those Towns, a far more favorable comparison with wages paid in Lancaster is realized.

Because of the diversity in population size and geography between the various Towns, any effort to measure productivity may be unreliable. Policies adopted in the various Towns may emphasize arrests for drunk driving for example as opposed to other police activity. Accordingly, the PBA's productivity figures are without significance. Also relevant to differences in the Towns is the fact that Lancaster's relatively small size requires that it have greater flexibility to change the hours of work of its employees. It does not have the flexibility larger Towns have with larger work forces.

In summary, the Town feels that the magnitude of the "....Union demands are awesome - in fact so staggering as in

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Approximately 18 more work days per year (TB p 5)

the case of Health Insurance, they cannot compute its cost" ■■  
Accordingly the Town urges the Panel towards "...restraint  
and support of its position." ■■■

DISCUSSION:

The Panel is obligated to apply the statutory criteria  
found at CSL Article 14 Section 209.4 (v.) viz

(v) The public arbitration panel shall make a just  
and reasonable determination of the matters in dispute.  
In arriving at such determination, the panel shall  
specify the basis for its findings, taking into con-  
sideration, in addition to any other relevant factors,  
the following:

- a. Comparison of the wages, hours and conditions  
of employment of the employees involved in the  
arbitration proceeding with the wages, hours and con-  
ditions of employment of other employees performing  
similar services or requiring similar skills under  
similar working conditions and with other employees  
generally in public and private employment in com-  
parable communities.
- b. The interests and welfare of the public and  
the financial ability of the public employer to pay.
- c. Comparison of peculiarities in regard to other  
trades or professions, including specifically, (1)  
hazards of employment; (2) physical qualifications;  
(3) educational qualifications; (4) mental qualifications,  
(5) job training and skills.
- d. The terms of collective agreements negotiated  
between the parties in the past providing for compen-  
sation and fringe benefits, including, but not limited  
to, the provisions for salary, insurance and retirement  
benefits, medical and hospitalization benefits, paid  
time off and job security.

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■■ T B P-8

■■■ T B P-9

The presentations of the parties, including the PBA's petition and the opening and closing briefs submitted by both sides, along with the able presentations made at the hearing held on May 2, 1985, amply supply the Panel with data and rationale on which to fashion its award. Further, the two meetings held with the Panel, as well as correspondence addressing inter alia, preliminary holdings made by the Chairman on June 25, 1985, assure that the evidence presented and the arguments made thereon were thoroughly reviewed.

Evidence which was found to be particularly relevant by the Panel in its deliberations were comparisons made with adjacent Towns. While the broader base offered by the Town (all western New York Towns, TE #3) was given consideration by the Panel in reaching its findings, the Panel placed heavier weight on nearby Towns since their employees were most likely to share similar conditions of employment including wages, hours and working conditions with PBA bargaining unit members in Lancaster. Similarly, the interests and welfare of the public and its ability to pay in the Town of Lancaster is more proximate to the welfare and ability to pay of the public residing in nearby Towns.

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Amherst, Cheektowaga, West Seneca, Tonawanda and Orchard Park

Particularly relevant in analyzing these comparisons is the fact that Lancaster police officers work shorter work years than the work year in the adjacent Towns as a result of the 4-2 schedule. When salaries and fringes are adjusted in Lancaster so as to correspond to the longer work year in the nearby Towns, the wage and fringe benefits in Lancaster, while still generally beneath the levels provided in the nearby Towns, are much closer than the comparison suggested in PBA #2. An adjustment in salary and other economic fringes of 5% in each of two years recognizes settlements being achieved in nearby Towns, is not inconsistent with the change in the CPI index and contributes marginally toward closing the gap between salaries and economic fringes provided in Lancaster with similar benefits in nearby Towns.

The Panel adopts the rationale offered by the PBA in the changes found for Call-In-Pay, Out-of-Rank-Pay, and for Accrued Time-Off, Sick Leave and Sick Leave upon Retirement.

With regard to Holidays, Personal Leave and Vacations, the evidence offered supports slight improvement in each of these areas in order to approach the level of benefits offered in these three areas elsewhere (see PBA #2). Similarly modest adjustments are also warranted for Health Insurance and Education Incentive pay.

All other demands are to be denied as being without support on the evidence offered.

AWARD

Section: 4.01 Uniform Allowance

In the first year of the contract the rate for the uniform allowance in effect on December 31, 1984 shall be increased by \$25.00 (to a total of \$675.00) and in the second year by an additional \$25.00 (to a total of \$700.00). The payments shall be made entirely in cash.

4.02 Uniforms and equipment

The language shall read :Officers may be allowed to wear uniforms when performing security police functions for another employer located within the Town of Lancaster, subject to the approval of the Chief of Police. Said approval shall not be subject to the grievance procedure."

6.01 Salaries

Across the board increase of 5% in each of the two years of the contract.

A 20% differential shall be maintained between Lieutenants salary and that paid to a senior patrol officer.

6.03 Call-in-pay

The following language shall read

"In the event of a scheduling change on less than 8 hours notice, the affected officer shall be paid 2 hours salary at the rate of time and one-half in addition to any other earnings to which he is entitled. It is understood that this provision does not apply to circumstances covered by the provisions of Section 6.02

6.04 Longevity pay:

The present longevity steps shall be increased by \$25.00 the first year of the contract and an additional \$25.00 the second year of the contract.

6.07 Promotional Pay

No change - existing language to remain.

SECTION: 6.10 Out-Of-Rank Pay

The existing rates shall be increased to \$1.30 the first year of the contract and to \$1.35 in the second year of the contract. It is understood that the provisions of this article are not in conflict with the provision of Article 6.01 regarding a 20% differential between Lieutenants and senior patrol officers and the Town is not obligated to make a payment for out of rank pay beyond the hourly figures set forth herein.

8.01 Holidays and Holiday Assignments

Easter Sunday is added as a holiday effective in the first year of the contract. There shall be no other changes in this section.

8.02 Accrued Time Off

A new section providing for one day of personal leave annually. The day taken as personal leave is to be charged against sick leave except that where a personal leave charge occurs but the conditions of the last paragraph of section 10.01 have been met, the charge of the personal leave day shall not be a consideration in the operation of that paragraph.

9.01 Vacations

An additional 1 day per year, beginning with the 16th year of service and continuing each year thereafter until a maximum of 25 days is reached, shall be added to the existing vacation entitlements and shall become effective in the first year of the contract.

9.02 Accrued Time Off

Unused holidays shall become available for conversion pursuant to the existing language.

10.01 Sick Leave

The number of days available for accumulation as unused days shall be increase to 278 days effective in the first year of the contract.

10.03 Sick Leave Upon Retirement

The formula currently in effect shall be raised to 30%.  
The following language shall be added to the section:

"A police officer who desires to apply for a lump sum payment as described above must so inform the Town (Town Clerk's Office) prior to September 30th preceeding the year of retirement. If he fails to so inform the Town, said payment will be paid no later than 4 months following the date of retirement."

10.02 Life Insurance

The Town shall pay the premiums for life insurance on officers in the amount of \$50,000 pursuant to the terms of the existing language.

11.03 Indemnity

Demand denied

11.04 Health Insurance

The existing Town contribution of 100% of the premiums shall continue with the following riders to become effective upon the ratification of the contract and as soon thereafter as the carrier can implement the benefits:

A. Riders No. 8 (Dependent coverage to age 23 and Prescription drugs for dependents to age 23) shall be added.

B. The Town shall provide up to \$15.00 monthly for the purchase of dental insurance for each officer.

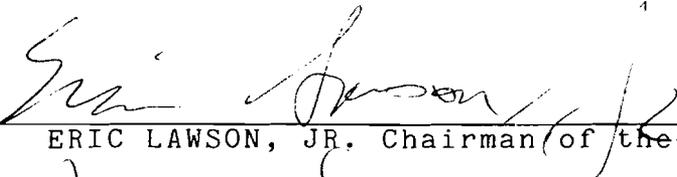
15.02 Education Incentive Pay

Employees holding associate degrees shall be paid \$125.00 per year and employees holding bachelors decrees shall be paid \$350.00 per year. Said provision to become effective in the first year of the contract.

17.06 Term of Agreement

The agreement shall be for a period of two years from.

January 1, 1985 until December 31, 1986 and, with the exception of health insurance, shall be retroactive.

  
ERIC LAWSON, JR. Chairman of the Panel

  
RICHARD J. SHERWOOD, Employer Panel Member

  
MICHAEL CURRAN, Employee Organization Panel Member

Dated: \_\_\_\_\_

BA EA 2

\* COMPARISON CHARTS \*

The following attached charts,  
show the differences in amounts for the following Town  
Police Departments; Lancaster, Amherst, Cheektowaga,  
West Seneca, and Tonawanda,; and for the following  
contract items; Section 6.01-Salaries of Patrolman and  
Lieutenants.

Section 6.04-Longevity pay

Section 8.01-Legal holidays

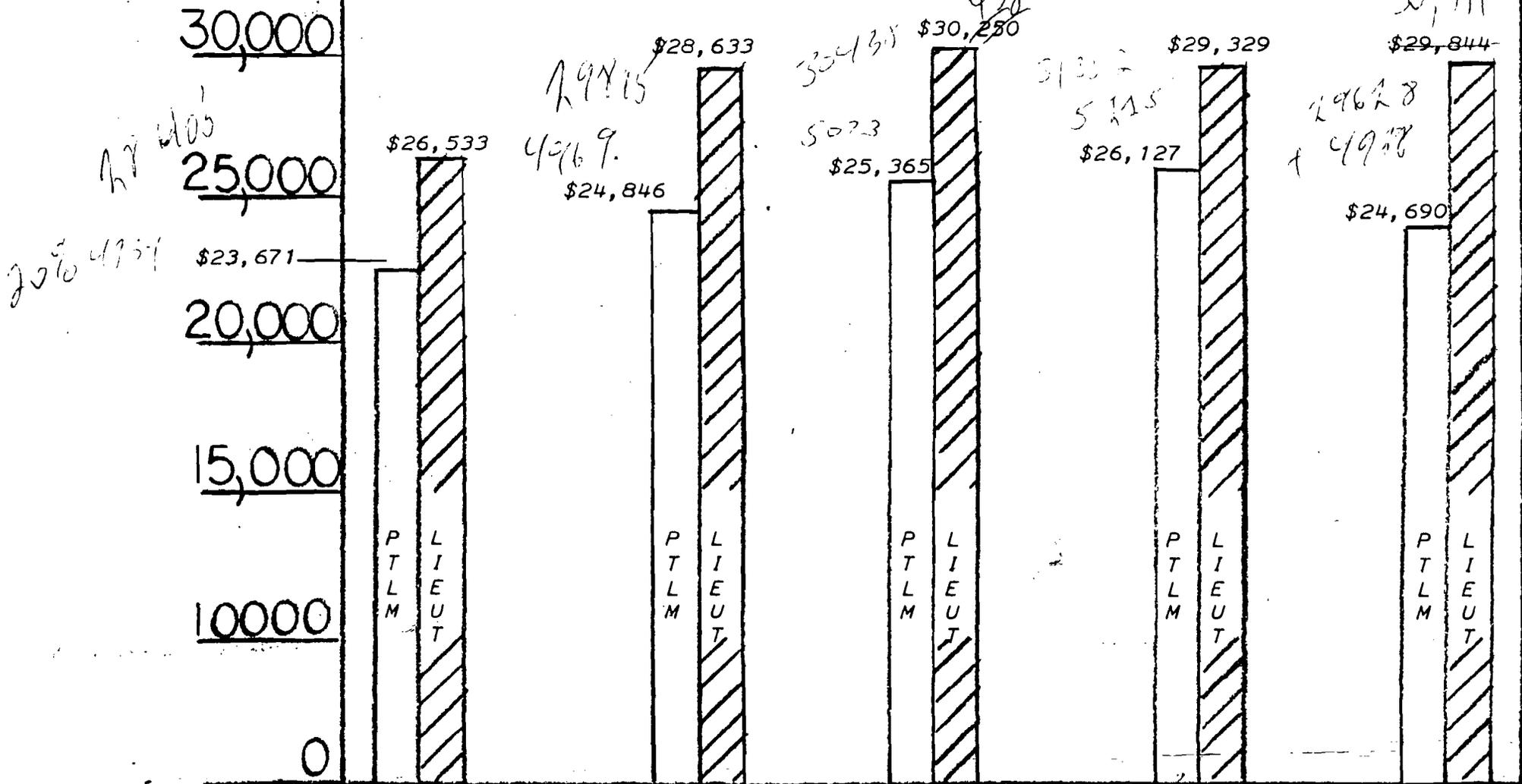
Section 8.02-Personal Leave

Section 9.01-Vaction days

Section 6.01-Salaries

Please note that while looking at the figures for the  
Towns of AMHERST, CHEEKTOWAGA, WEST SENECA, and TONAWANDA,  
the contract of each department from which the figures  
were obtained, EXPIRED in 1984.

SALARIES OF PATROLMAN  
AND LIEUTENANTS



LANCASTER <sup>1</sup>

AMHERST <sup>1</sup>

CHEEKTOWAGA <sup>1</sup>

WEST SENECA <sup>1</sup>

TONAWANDA <sup>2</sup>

" TOWN POLICE DEPARTMENTS "

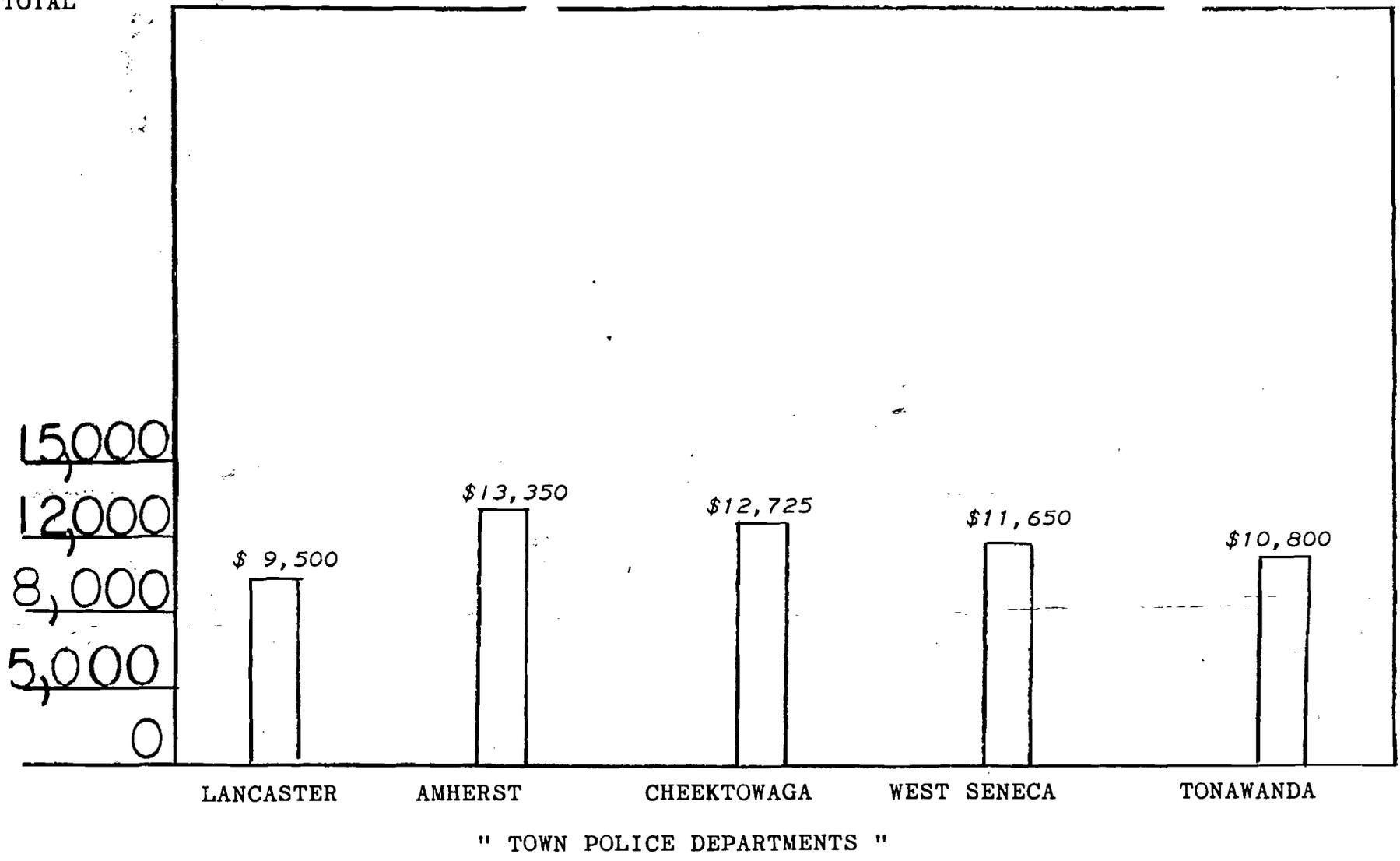
<sup>1</sup> [Amherst : Does NOT reflect \$7.50 per week for shift premium pay for working 2400-0800 hours shift]

<sup>2</sup> [ Tonawanda : Does not reflect shift premium pay of 30¢ per hour for working 1600-2400 & 2400-0800 hours shifts ]

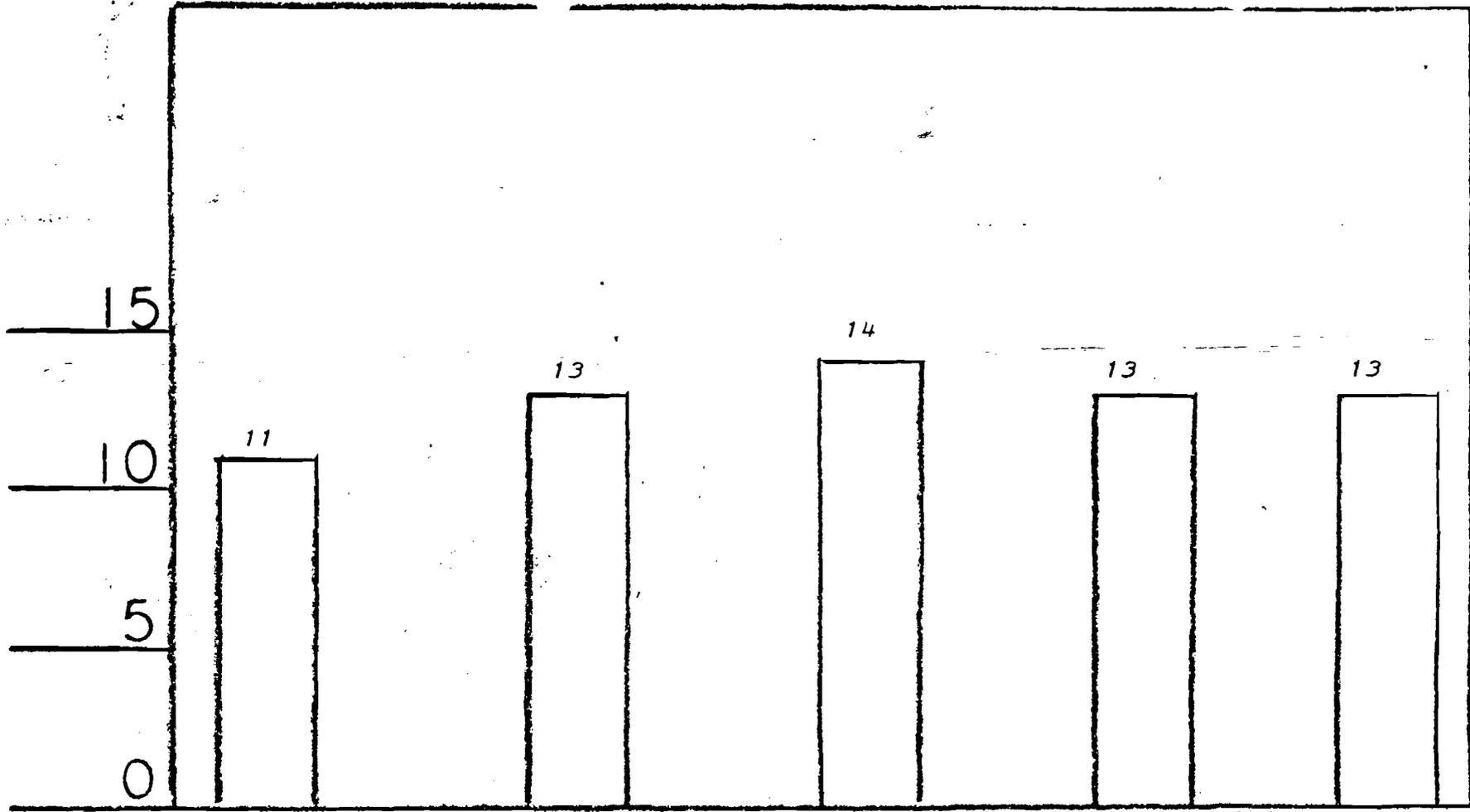
+ Some shifts  
O Some shifts

4/21 4/23

LONGEVITY PAY TOTAL  
FOR 25 YEARS



LEGAL HOLIDAYS



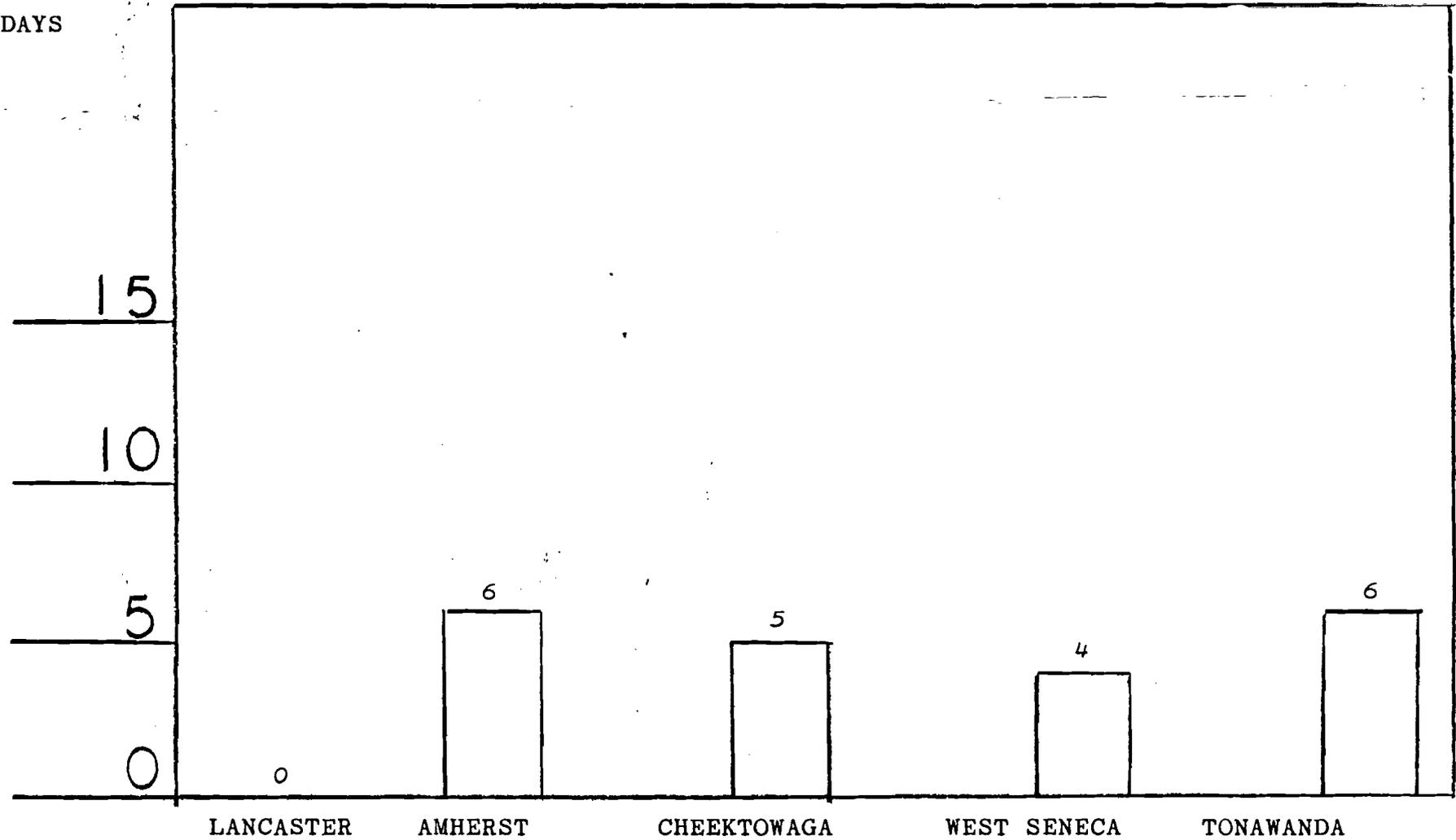
LANCASTER<sup>1</sup> AMHERST<sup>2</sup> CHEEKTOWAGA<sup>2</sup> WEST SENECA<sup>2+3</sup> TONAWANDA<sup>4</sup>

" TOWN POLICE DEPARTMENTS "

<sup>1</sup>[ 11 days, all comp. time ]    <sup>2</sup>[ Choice of cash or comp. ]

<sup>3</sup>[ One day out of the 13 is cash only ]    <sup>4</sup>[ Cash only at a rate of 1+½ ]

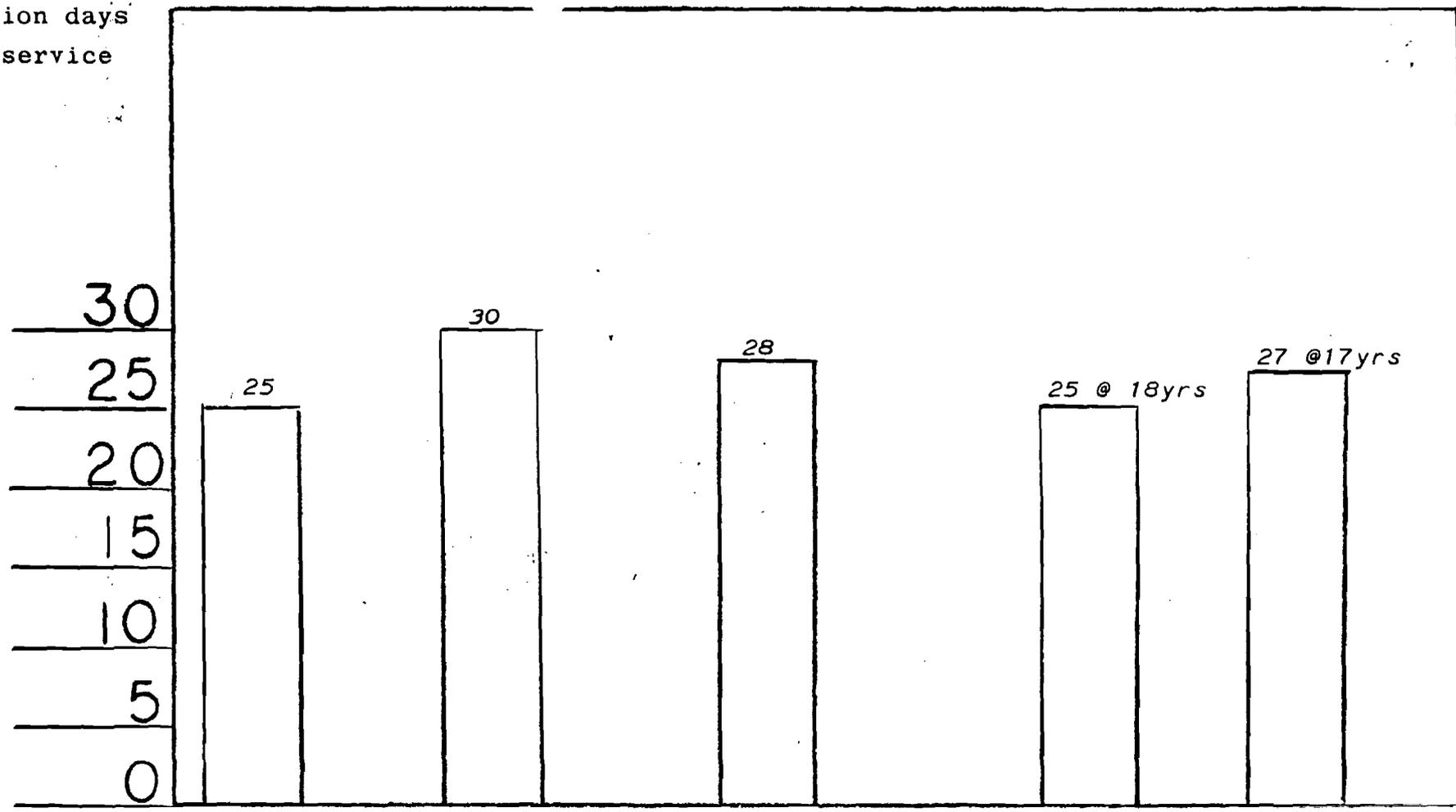
PERSON/ LEAVE DAYS



" TOWN POLICE DEPARTMENTS "

[ Hours of Notification : Amherst- 72 hours, ; Ceektowaga- 24 hours, ;  
West Seneca- 0 hours, ; Tonawanda- 48 hours, ]  
.[ May be used in 1/2 day units: Amherst, Cheektowaga, West seneca, Tonawanda ]

Number of Vacation days  
after 25 Years\* service



LANCASTER      AMHERST      CHEEKTOWAGA      WEST SENECA      TONAWANDA

" TOWN POLICE DEPARTMENTS "

\*[ West Seneca recieves 25 days after 18 years, & Tonawanda recieves 27 days after 17 years.]

\*\*[ 5 Days = 1 week ]

Text 2

February Consumer Price Indices. The Bureau of Labor Statistics has reported the February CPI as follows. Beginning in 1987, the Buffalo area statistics will only be released semi-annually. In general, employers using the Consumer Price Index should use the CPI-W.

	<u>National</u>	<u>NYC area</u>	<u>Buffalo area</u>
<u>CPI-W</u>			
<u>Urban Wage Earners/ Clerical Workers CPI</u>			
index, 1967 = 100	313.9	303.6	288.1
February change	+ 0.4%	+ 0.5%	- 0.6% over 2 mths
annualized rate of above change	4.9%	6.2%	-
change for year ending 2/85	+ 3.5%	+ 4.5%	+ 0.8%

<u>CPI-U</u>			
<u>All Urban CPI</u>			
index, 1967 = 100	317.4	310.2	301.3
February change	+ 0.4%	+ 0.6%	- 0.7% over 2 mths
annualized rate of above change	4.9%	7.4%	-
change for year ending 2/85	+ 3.5%	+ 3.7%	+ 3.7%

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3178 Delaware Avenue  
Buffalo NY

14217

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*TJH#3*

# LARGEST AREA MUNICIPALITIES

Ranked by total budget												
Rank	Name and address	County	Budget	Executive	Chief financial officer	Form of government	Independent Auditors	Population	Total assessed property value (\$000)	Average assessed value in acre	Total outstanding debt (\$000)	Year incorporated
1.	City of Buffalo City Hall Buffalo, N.Y. 14201	Erie	\$266,651,700	James Griffin	Robert Wheilan	Mayor and 14-member council	Arthur Young & Co.	357,870	\$1,734,916	\$64,852	\$116,968	1832
2.	City of Niagara Falls 745 Main St. Niagara Falls, N.Y. 14302	Niagara	53,110,300	Michael O'Laughlin, mayor (part time)	Leonard Barros	Mayor and 4-member council	Arthur Young & Co.	71,384	753,184	168,121	60,525	1892
3.	City of Jamestown Municipal Building Jamestown, N.Y. 14701	Chautauque	43,803,700	Steven Carlson, mayor	Douglas Anderson	Mayor and 12-member council	Seidman & Seidman	35,775	420,676	73,034	17,988	1885
4.	Town of Amherst 5583 Main St. Amherst, N.Y. 14221	Erie	42,605,400	John Sharpe, supervisor	Donald Burkhard	Supervisor and 6-member council	Fox & Co.	108,706	505,432	14,900	69,717	1818
5.	Town of Tonawanda 2919 Delaware Ave. Kenmore, N.Y. 14217	Erie	32,995,400	Ronald Moline, supervisor	Edward Mongold	Supervisor and 6-member board	Fox & Co.	91,289	313,069	34,408	20,778	1836
6.	Town of Cheektowaga Bradley & Union Road Cheektowaga, N.Y. 14227	Erie	28,817,500	Daniel Weber, supervisor	William Weirnski	Supervisor and 6-member council	Main Hurdman	109,442	202,036	10,848	14,175	1839
7.	City of North Tonawanda 216 Payne Ave. North Tonawanda, N.Y. 14120	Niagara	17,791,500	Elizabeth Hoffman, mayor	David Jakubaszek	Mayor and 5-member council	Fox & Co.	35,780	550,852	86,086	23,155	1897
8.	City of Lackawanna 714 Ridge Road Lackawanna, N.Y. 14218	Erie	14,838,600	Thomas Radich, mayor	Robert Marcinak	Mayor and 4-member council	Fox & Co.	22,701	79,838	21,885	10,524	1909
9.	City of Lockport 1 Locks Plaza Lockport, N.Y. 14094	Niagara	14,097,200	Thomas Rotonda, mayor	James Ashcraft	Mayor and 10-member council	Fox & Co.	24,844	492,790	101,313	8,115	1885
10.	Town of West Seneca 1250 Union Road West Seneca, N.Y. 14224	Erie	13,177,300	Joan Lillis, supervisor	Supervisor	Supervisor and 4-member council	Main Hurdman	51,210	110,702	8,159	3,957	1852
11.	Town of Hamburg 6100 S. Park Ave. Hamburg, N.Y. 14075	Erie	13,133,200	Jack Quinn, supervisor	James Spite	Supervisor and 4-member council	Main Hurdman	53,270	149,107	97,075	5,489	1812
12.	City of Olean Municipal Building Olean, N.Y. 14760	Cattaraugus	10,102,700	William Smith, mayor (part time)	Theodore Luty	Mayor and 11-member council	None	18,207	75,204	19,263	4,373	1893
13.	City of Tonawanda 200 Niagara St. Tonawanda, N.Y. 14150	Erie	9,368,600	David Miller, mayor	Alan Minney	Mayor, 6-member council and council president	Fox & Co.	18,893	50,512	21,923	4,115	1905
14.	City of Dunkirk 342 Central Ave. Dunkirk, N.Y. 14048	Chautauque	9,105,100	Edwin Gregoreski, mayor	Brian Trill	Mayor and 5-member council	Coppings, Johnson, Mackowick & Myott	15,310	207,740	70,564	11,469	1880
15.	City of Batavia 10 Main St. Batavia, N.Y. 14020	Genesee	8,504,300	Irvin Gales, supervisor (appointed)	Jack Burns	Appointed supervisor and 9-member council	None	16,703	380,413	108,297	3,825	1915
16.	Town of Lewiston 1375 Ridge Road Lewiston, N.Y. 14092	Niagara	6,912,900	James Lombardi, supervisor	Ray Walker	Supervisor and 5-member council	McLaughlin & State	16,219	1,871,080	70,960	10,191	1823
17.	Town of Grand Island 2255 Baseline Road Grand Island, N.Y. 14072	Erie	5,921,800	LaVonne Luther, supervisor	Paul Lingentecker	Supervisor and 4-member board	Fiddler and Co.	16,770	54,461	2,884	7,138	1852
18.	Town of Orchard Park S-4295 S. Buffalo St. Orchard Park, N.Y. 14127	Erie	5,785,200	Eugene Woodard, supervisor	Supervisor	Supervisor and 4-member board	Main Hurdman	24,359	81,708	3,274	7,404	1934
19.	Village of Kenmore 2918 Delaware Ave. Kenmore, N.Y. 14217	Erie	5,813,400	Arthur Nist, mayor	Phyllis Higgins	Mayor and 4 trustees	Sokolick, Sutherland & Lyons	18,474	28,523	31,834	3,829	1899
20.	Village of Depew 85 Manitou St. Depew, N.Y. 14043	Erie	5,709,300	Arthur Domino, mayor	Leonard Grzybowski	Mayor and 8 trustees	Eugene Mahoney	19,819	33,389	10,229	1,444	1894
21.	Town of Evans 42 N. Main St. Angola, N.Y. 14008	Erie	4,691,100	Adella Cook, supervisor	Cynthia Provenzo	Supervisor and 4-member board	Main Hurdman	17,981	31,227	1,179	1,785	1821
22.	Village of Fredonia 9-11 Church St. Fredonia, N.Y. 14063	Chautauque	4,531,100	Louis Mancuso, mayor	James Sedota	Mayor and 5 trustees	None	11,126	69,933	21,426	5,280	1829
23.	Town of Lancaster 21 Central Ave. Lancaster, N.Y. 14086	Erie	4,466,800	Stanley Keyes, supervisor	David Brown	Supervisor and 4-member council	Fox & Co.	30,144	28,755	2,792	3,779	1833
24.	Town of Lockport 8560 Dysinger Road Lockport, N.Y. 14094	Niagara	4,315,500	Floyd Snyder, supervisor	Supervisor	Supervisor and 4-member board	Gould & Swanson	12,942	298,066	10,327	12,608	1874
25.	Town of Clarence 1 Town Place Clarence, N.Y. 14031	Erie	4,104,500	Carl Giglia, supervisor	Supervisor	Supervisor and 4-member board	David Trone	18,146	58,634	1,678	2,253	1808

Research by Clifford Carlsen