

17-C COMMUNICATIONS

1. (continued)

Town Attorney Shawn Martin stated that after discussions with Assessor Kandace Wittmeyer it was determined that she works on an equal basis between the Town of West Seneca and the Town of Elma. Mainly a set schedule is used; however, there are times when the schedule has to be altered due to meetings.

Ayes: All

Noes: None

Motion Carried

2. Supervisor Meegan re
Budgetary transfer request

Motion by Supervisor Meegan, seconded by Councilman Hart, to approve a budgetary transfer request of \$5000 from Contingency Acct. #1.1990.0480 to Professional Services Acct. #1.7520.0451 to provide funding for Bero Architecture relative to historical status designation of the West Seneca Historical Society.

Ayes: All

Noes: None

Motion Carried

3. Town Attorney re
Intermunicipal Agreement
with Town of Tonawanda for
animal shelter

Motion by Supervisor Meegan, seconded by Councilman Hart, to enter into an Intermunicipal Agreement with the Town of Tonawanda for their use of the Town of West Seneca animal shelter.

Ayes: All

Noes: None

Motion Carried
APPENDICES

4. Town Engineer re SEQRA
Review and Determination
for Leydecker generator
addition

Motion by Supervisor Meegan, seconded by Councilman Hart, to review and accept the attached SEQRA resolution and determination of Type 2 action relative to improvements to the Leydecker generator addition.

On the question, Councilman Hart asked for an update on Leydecker Road.

Town Engineer Richard Henry explained that Leydecker Road is part of the Erie County Water Authority lease manage service area for which the town is responsible for capital costs associated with improvements such as pump stations, tanks and waterlines. This is part of an agreement made with Erie County Water Authority in 2001-2002 relative to the addition of generators to improve the quality and reliability of service.

Councilman Hart questioned if under the agreement the town is obligated to have this work done.

17-C COMMUNICATIONS

4. (continued)

Mr. Henry responded that the town is not required to have this work done if the cost is over the budgeted amount; however, if it is not done it will impact overall service.

Ayes: All

Noes: None

Motion Carried
APPENDICES

5. Town Engineer re Erie County Water Authority agreement for Leydecker generator addition

Motion by Supervisor Meegan, seconded by Councilman Hart, to execute the attached agreement with Erie County Water Authority (ECWA) for construction costs related to the addition of a generator at the Leydecker water pump station, noting the estimated cost for this work is \$196,000.

On the question, Councilman Rusinski questioned if there was a budget line in 2011 for this item.

Town Engineer Richard Henry responded that there was a budget request that was not approved. This is a capital expense that will be bonded.

Supervisor Meegan questioned when this will be bid and Mr. Henry responded that ECWA will bid the project after receipt of a Town Board resolution.

Ayes: All

Noes: None

Motion Carried

6. Chief Gehen re Resignation of Thomas Gasiewicz as Public Safety Dispatcher part-time

Motion by Supervisor Meegan, seconded by Councilman Rusinski, to terminate Thomas Gasiewicz as part-time Public Safety Dispatcher effective October 16, 2012 and authorize the Supervisor to complete and sign the necessary forms for Erie County Personnel.

Ayes: All

Noes: None

Motion Carried

7. Chief Gehen re Appointment of David E. Rizk as Public Safety Dispatcher part-time

Motion by Supervisor Meegan, seconded by Councilman Hart, to appoint David E. Rizk as part-time Public Safety Dispatcher at a rate of \$10.95 per hour effective November 4, 2012 and authorize the Supervisor to complete and sign the necessary forms for Erie County Personnel.

Ayes: All

Noes: None

Motion Carried

17-C COMMUNICATIONS

8. Chief Gehen re Status change for part-time Public Safety Dispatchers to seasonal

Motion by Supervisor Meegan, seconded by Councilman Hart, to change the status of part-time Public Safety Dispatchers James McCullough, Richard Miller, David Pangallo and Norm Brem to part-time seasonal effective November 1 – 30, 2012 and authorize the Supervisor to complete and sign the necessary forms for Erie County Personnel.

Ayes: All Noes: None Motion Carried

9. Director of Recreation, Youth & Senior Services re Termination of Tyler Schmidt as lifeguard

Motion by Supervisor Meegan, seconded by Councilman Hart, to terminate Tyler Schmidt as Recreation Attendant Lifeguard effective October 23, 2012 and authorize the Supervisor to complete and sign the necessary forms for Erie County Personnel.

Ayes: All Noes: None Motion Carried

10. Director of Recreation, Youth & Senior Services re Appointment of Bailey Morgante as lifeguard

Motion by Supervisor Meegan, seconded by Councilman Rusinski, to appoint Bailey Morgante as part-time lifeguard at a rate of \$8.00/HR effective October 29, 2012 and authorize the Supervisor to complete and sign the necessary forms for Erie County Personnel

Ayes: All Noes: None Motion Carried

11. Director of Recreation, Youth & Senior Services re Rate increase for Carol Kennedy

Received and filed.

17-D WARRANT

Motion by Supervisor Meegan, seconded by Councilman Hart, to approve the vouchers submitted for audit, chargeable to the respective funds as follows:

General Fund - \$191,814.16; Highway Fund - \$83,089.67; Special Districts - \$70,677.21 (voucher #'s 75319 - 75572); Trust & Agency Fund - \$29,964.12 (voucher #'s 75356 - 75411); Capital Fund - \$71,042.94 (voucher #'s 75319 – 75572)

Ayes: All Noes: None Motion Carried

ISSUES OF THE PUBLIC

2013 PROPOSED BUDGET

Amy Carpenter referred to previous comments concerning hiring a Human Resource person and noted that a salary was not listed for this position in the 2013 budget.

Finance Officer Laura Landers responded that the Bookkeeper to the Supervisor will be retiring in June 2013 but the total salary was included in the 2013 budget. The remainder of this salary will be used to retain a Human Resource person.

FOLLOWING UP ON PREVIOUS ISSUES

Amy Carpenter referred to a suggestion she had made at a previous Town Board meeting that the minutes contain a parking lot of items listing things that need to be addressed or followed up on.

Supervisor Meegan responded to each of the issues from the previous Town Board meeting that required a follow up:

- Searching minutes on town website – Minutes are no longer in pdf format so items can be queried.
- Seneca Street and Exit 54 Intersection – A letter was sent to Senator Gallivan along with County Legislator Lorigo supporting safety improvements.
- Watermain Breaks on Union Road – A conversation was held with Erie County Water Authority emphasizing the importance of all involved parties coordinating efforts on huge million dollar projects.
- Joint Work Session for Town, Planning & Zoning Boards – Language regarding this will be included in the upcoming reorganizational meeting.
- Posting employee salaries on website – Has yet to be done.
- Geese problem at pool – Have received great ideas from other municipalities including a suggestion that the town apply for federal grant funding to help solve the problem since West Seneca is in a direct route of U.S. airlines.
- Status of Americorps payments – An \$8000 payment was received.
- Greenmeadow/Dover Reconstruction Project – Spoke with Town Engineer Richard Henry regarding tree planting procedures on reconstructed streets and he informed her it is the property owner's choice. Mr. Henry provided a list reflecting people who declined trees on this project and Supervisor Meegan will be making calls.

ISSUES OF THE PUBLIC

GREENMEADOW/DOVER RECONSTRUCTION PROJECT

Karen Lucachik stated she would like to see the Town Code changed so that reconstructed streets follow the same requirements for tree planting as a new subdivision. Many trees were removed and not replaced and she thought the law stated when a tree is removed a new tree has to be planted.

Code Enforcement Officer John Gullo agreed with Mrs. Lucachik on this issue and stated there will be some things brought up to the board at the next meeting.

ANIMAL SHELTER AGREEMENT

Bill Hanley questioned the agreement with the Town of Tonawanda for use of the West Seneca animal shelter.

Town Attorney Shawn Martin responded that Tonawanda will be using the West Seneca animal shelter and sharing services.

PRESENTATION OF COMMUNICATIONS BY BOARD MEMBERS AND DEPARTMENT HEADS

HURRICANE SANDY INFO

Chief Gehen asked residents to use common sense with regard to the storm and Halloween trick or treating.

Code Enforcement Officer John Gullo reminded everyone that generators must be set up outdoors in a well ventilated area.

Supervisor Meegan commented on the potential seriousness of the storm and assured residents the town will do whatever it takes to keep the public safe. A task force has been established for anyone who needs assistance. Supervisor Meegan further thanked Mr. Gullo and all first responders for their service.

EXECUTIVE SESSION

Motion by Supervisor Meegan, seconded by Councilman Rusinski, to recess to Executive Session at 7:35 P.M. to discuss two contract matters and one litigation matter with Town Attorney Shawn Martin.

Ayes: All

Noes: None

Motion Carried

The board returned from Executive Session at 7:50 P.M.

PRESENTATION OF COMMUNICATIONS BY BOARD MEMBERS AND DEPARTMENT HEADS

DEMOLITION OF 5203 SENECA STREET

Motion by Supervisor Meegan, seconded by Councilman Hart, to authorize Code Enforcement Officer John Gullo to hire Hannah Demolition to demolish the buildings at 5203 Seneca Street at their low quote of \$11,500 plus the asbestos survey abatement at a cost of \$1200 not to exceed \$20,500 and transfer funds from Contingency Fund to a Demolition Removal Fund.

Ayes: All

Noes: None

Motion Carried

ADJOURNMENT

Motion by Supervisor Meegan, seconded by Councilman Hart, to adjourn the meeting at 7:55 P.M.

Ayes: All

Noes: None

Motion Carried



JACQUELINE A FELSER, TOWN CLERK

Please take notice that the following change was made in the Zoning Ordinance of the Town of West Seneca, County of Erie and State of New York, and notice thereof is hereby given, pursuant to §264 and 265 of the Town Law.

Whereas, the Town Board of the Town of West Seneca has received a request for rezoning the following described property from M-1 to C-2.

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of West Seneca, County of Erie, and State of New York, being part of Lot No. 63, Township 10, Range 7 of the Buffalo Creek Reservation, described as follows:

BEGINNING, at a point in the center line of Indian Church Road, which point is in the north line of said lot No. 63 and distant 60 feet east of the west line of said lot No. 63 thence running south parallel with the west line of said lot No. 63 and along the east line of lands conveyed by deed recorded in Erie County Clerk's Office in Liber 1346 of Deeds at page 284. 1. 121.42 feet to the northwesterly line of lands deeded to Terminal Railway of Buffalo by deed recorded in Erie County Clerk's Office in Liber 1152 of Deeds at page 87; thence northeasterly along the northwesterly line of said lands of the said Terminal Railway of Buffalo conveyed by deed recorded in Erie County Clerk's Office in Liber 1152 of Deeds at page 87 above. 305.18 feet to an angle in said northwest line; thence northwest along the northwesterly line of lands of said Terminal Railway of Buffalo aforesaid 569.70 feet to the east line of lot no. 63. 145.85 feet to the northeast corner of said lot no. 64, said corner being in the centerline of the old Mineral Springs Road; thence northwesterly along the center line of the Old Mineral Springs Road 470.60 feet more or less to the point of intersection of the centerline of Old Mineral Springs Road, and the center line of Indian Church Road to a point of beginning.

EXCEPTING AND RESERVING THEREFROM, that portion conveyed to Niagara Mohawk Power Corporation by deed recorded in the Erie County Clerk's Office in Liber 6157 of Deeds at page 149 and in Liber 9191 or Deeds at Page 135.

Whereas, this Town Board held a public hearing on the 29th day of October, 2012 at 7:00 P.M., EDT in the Town Hall, 1250 Union Road, in said Town, to consider granting the application for rezoning the above-described property; and

Whereas, at such time and place this Town Board did meet to hear any and all persons interested in the subject thereof concerning the same.

Now, therefore, be it resolved, that the above described property is rezoned from M-1 to C-2.

Be it further resolved that the Town Clerk is hereby ordered and directed to make such change on the zoning map and to enter a copy of this resolution with the zoning regulations in a book appropriate for its use.

INTERMUNICIPAL COOPERATION AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2012, by and between the TOWN OF TONAWANDA, a municipal corporation having an office located at 2919 Delaware Avenue, Kenmore, New York 14217, (hereinafter "Tonawanda"), and the TOWN OF WEST SENECA, a municipal corporation having an office located at 1250 Union Road, West Seneca, New York 14224 (hereinafter "West Seneca").

WITNESSETH:

WHEREAS, the Town of West Seneca operates an Animal Shelter which is authorized, pursuant to Article 7, §115 of the Agriculture & Markets Law, to enter into a contract for pound or shelter services for dogs seized pursuant to laws, ordinances, rules and regulations applicable in the Town of Tonawanda for lost, strayed or homeless dogs, and for the destruction or other disposition of seized dogs, and for the destruction or other disposition of seized dogs not redeemed as provided for in the Agriculture & Markets Law; and

WHEREAS, Tonawanda desires to enter into an Intermunicipal Cooperative Agreement pursuant to Article 5G of the General Municipal Law for such services with West Seneca covering all Tonawanda dogs which are brought to the West Seneca Animal Shelter by any Animal Control Officer/Police Officer from (hereinafter "Dog Collectors"), including those seized under the terms of Chapter 71 of the Code of the Town of Tonawanda; and

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter contained, the parties hereto do mutually agree as follows:

1. **Term.** The term of this Agreement shall commence on the ____ day of _____, 2012 and automatically and continuously renew for each succeeding year until any party provides written notice to the others, at least thirty (30) days prior to the commencement of the succeeding year, of its desire to terminate this Agreement.

2. **Services Provided by the West Seneca Animal Shelter.**

During the Term of this Agreement, the West Seneca Animal Shelter will (i) provide and maintain a shelter or pound for dogs seized by any Dog Collector within the Town of Tonawanda; (ii) properly care for all dogs in such shelter or pound; and (iii) humanely euthanize or make available for adoption seized dogs not redeemed as provided in Article 7 of the Agriculture & Markets Law and the local laws of Tonawanda. Such shelter or pound shall, at all times during the term hereof, be under the care and charge of a competent employee. The Town of West Seneca Animal Shelter shall pay all costs and expenses incurred in connection with the keeping and disposing of said animals delivered to the West Seneca Animal Shelter by such Dog Collector.

3. **Availability of Services.** Such shelter or pound shall be kept open to the public between the hours of 7:00 a.m. and 3:00 p.m. Monday through Friday, with the exception of legal holidays.

4. **Location of Shelter.** Such shelter or pound is located at 582 Mineral Springs Road, West Seneca, New York 14224.

5. **Reports.** The West Seneca Animal Shelter will provide reports pertaining to the subject matter hereof and to the extent reasonably requested by the Town of Tonawanda.

6. **Indemnification.** The Town of West Seneca covenants and agrees to indemnify and save harmless the Town of Tonawanda, their departments, boards,

officers, agents and employees from any and all loss, costs and expense, claims or demands, actions or causes of action, suits, proceedings, damages, liabilities, losses, costs and expenses, including third party claims or actions and attorneys' fees arising directly or indirectly from any negligent acts or omissions of the Town of West Seneca, its officers, agents and employees in carrying out the provisions of this Agreement.

The Town of Tonawanda covenants and agrees to the extent permitted by law to indemnify and save harmless the Town of West Seneca, its boards, officers, agents and employees from any and all loss, costs and expense, claims or demands, actions or causes of action arising directly or indirectly from any negligent acts or omissions of the Town of Tonawanda, their departments, boards, officers, agents and employees in carrying out the provisions of this Agreement.

7. **Fees.** During the term of this Agreement, Tonawanda shall pay to West Seneca fees, costs and charges as follows:

(a) Shelter and/or Pound (Kennel) Services – Fifteen and 00/100 (\$15.00) Dollars per dog, per day;

(b) Euthanasia Services – Twenty-five and 00/100 (\$25.00) Dollars per dog;

(c) Veterinary Fees for Unredeemed Seized Dogs – actual itemized expenses with prior approval of Animal Control Officer. If the Animal Control Officer is unavailable or off-duty, whatever immediate service is necessary to make the animal comfortable up to a maximum of Three Hundred and 00/100 Dollars (\$300.00) Dollars per dog;

(d) Crematory and Disposal Services - Fifteen and 00/100 (\$15.00) Dollars per animal (dog, cat or wildlife);

(e) Clerical Services – Two Hundred and 00/100 (\$200.00)

Dollars per month.

8. **Payment of Fees.** Monthly amounts owed to West Seneca in respect to the above fees, costs and charges shall be deducted from the impoundment fees collected that month by the West Seneca Animal Shelter for dogs brought by the Tonawanda Animal Control Officer. If the amount owed exceeds the amount collected, West Seneca will submit a bill for the remaining balance. If the impoundment fees exceed the amount owed, a check will be sent to the Tonawanda Town Clerk. West Seneca will mail an itemized statement breaking down the monthly totals to the Tonawanda Animal Control Officer on a monthly basis.

9. **Dogs Returned to Owners.** West Seneca shall provide the Tonawanda Animal Control Officer with a completed New York State DL-18 form, which shall contain the name, address and telephone number of any Good Samaritan Dog Collector. No dog shall be redeemed to any owner or authorized person unless and until the statutory fees are paid, all required licenses are obtained and the forms completed as required by law.

10. **Access.** Dog Control Officers of the Town of Tonawanda shall have access to West Seneca's Animal Shelter 24 hours per day, 7 days per week, and 365 days per year. If the Tonawanda Dog Control Officer intends to access West Seneca's Animal Shelter during dates or times other than when the shelter is open to the public, a courtesy call shall be made to West Seneca's Public Safety Dispatch Center prior to arrival.

11. **Cancellation of Agreement.** Any party hereto shall have the right upon thirty (30) days prior written notice to cancel this Agreement or any extension thereof.

IN WITNESS WHEREOF, the parties hereto have caused their hands and seals to be hereunto affixed and these presents to be signed the day and year first above written.

seal

TOWN OF TONAWANDA

By: _____
Anthony F. Caruana, Supervisor

seal

TOWN OF WEST SENECA

By: _____
Sheila M Meegan, Supervisor

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On the _____ day of _____, in the year 2012, before me, the undersigned, personally appeared ANTHONY F. CARUANA, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On the _____ day of _____, in the year 2012, before me, the undersigned, personally appeared SHEILA M MEEGAN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

TOWN OF WEST SENECA



ENGINEERING
DEPARTMENT

TOWN SUPERVISOR
SHEILA M. MEEGAN
TOWN COUNCIL
EUGENE P. HART
JOHN M. RUSINSKI

TOWN OF WEST SENECA TOWN BOARD SEQRA DETERMINATION FOR LEYDECKER GENERATOR ADDITION

WHEREAS, the Town of West Seneca Town Board (the "Board") has considered the impact to the environment of following Scope of Work to be completed:

1. Leydecker Pump Station Generator Addition

- Work includes, but not limited to addition of a standby generator at the Leydecker pump station;

WHEREAS, the Board has reviewed the Scope of Work set forth above as one Proposed Action, and has further consulted with its Engineer with respect to the potential for environmental impacts resulting from the Proposed Action,

WHEREAS, the Board has reviewed the Proposed Action with respect to the Type II criteria set forth in 6 NYCRR. Part 617 of the Environmental Conservation Law, Article 8 ("SEQRA") and concluded that the project involves:

- Maintenance or reconstruction involving no substantial changes in an existing facility, structure or infrastructure (6 NYCRR §617.5(c)(1));
- Replacement, rehabilitation or reconstruction of infrastructure or facility, in kind, on the same site, including upgrading buildings and infrastructure,

THEREFORE, BE IT RESOLVED, by the Board as follows:

1. The Proposed Action, individually and cumulatively, does not constitute substantial changes to the existing facilities or infrastructure and involves routine activities required for proper operation and maintenance of the Town Water System, and, therefore, does not exceed the thresholds for a Type II Action established under 6 N.Y.C.R.R. Part 617.
2. The Board hereby determines the Proposed Action is a Type II action in accordance with SEQRA regulations.
3. No further review of the Proposed Action is required under SEQRA.
4. This resolution shall be effective immediately.