

16-B LEGAL NOTICES

1. (continued)

WHEREAS, at its meeting of July 12, 2018 the Planning Board adopted a resolution recommending the granting of a Special Permit and approval of the Project; and

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

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

RESOLVED, the Town Board hereby grants a Special Permit for the Project.

Ayes: All

Noes: None

Motion Carried
APPENDICES

2. Motion by Supervisor Meegan, seconded by Councilman Hart, that proofs of publication and posting of legal notice: "OF A PUBLIC HEARING TO CONSIDER A REQUEST FOR A SPECIAL PERMIT FOR PROPERTY LOCATED AT 3400 TRANSIT ROAD, BEING PART OF LOT 343, CHANGING ITS CLASSIFICATION FROM C-2 TO C-2(S), FOR AN AUTOMATED CAR WASH WITH VACUUM STATIONS" in the Town of West Seneca, be received and filed.

Ayes: All

Noes: None

Motion Carried

Motion by Supervisor Meegan, seconded by Councilman Hanley, to open the public hearing.

Ayes: All

Noes: None

Motion Carried

Attorney Corey Auerbach of Barclay Damon represented the Danielle Family and stated their proposal to construct an automated car wash at 3400 Transit Road. The proposed car wash is different than normal car wash facilities and uses significantly less water. This will be the seventh Royal Car Wash and the second in Erie County. The building will have a colonial style look with a brick facing and will fit nicely in this section of Transit Road. Customers can purchase a membership or single washes and there will be no sale of gasoline. There will be approximately 40 employees and standard business hours of operation. The car wash process is only 2.5 minutes and requires no drying. Part of the development includes consolidating curb cuts and increasing green space. Access to the facility will be as far north as possible from the traffic signal on Transit Road. The approximate distance is more than 200' with ingress only on Transit Road. Ingress and egress on Clinton Street will be at the southern most point. The site will accommodate 30 vehicles in the stacking lane.

16-B LEGAL NOTICES

2. (continued)

A Clinton Street resident questioned the proposed elevation and drainage. Code Enforcement Officer Jeffrey Schieber stated the criteria have not yet been identified. As part of the site plan process with the Planning Board, the applicant must submit fully engineered plans for approval by the Town Engineer and at no point can water flow onto neighboring properties.

Motion by Supervisor Meegan, seconded by Councilman Hart, to close the public hearing.

Ayes: All

Noes: None

Motion Carried

Motion by Supervisor Meegan, seconded by Councilman Hanley, to adopt the following resolution:

WHEREAS, the Town Board of the Town of West Seneca as lead agency acting pursuant to the State Environmental Quality Review Act, Article 8 of the New York State Environmental Conservation Law has:

1.) reviewed Part I of the Short Environmental Assessment Form ("EAF") prepared by the applicant in connection with the proposed Special Permit for property located at 3400 Transit Road, more specifically described in the attached "Metes and Bounds Legal Description" ("Subject Property"), changing its classification from C-2 to C-2(s), for an automated car wash with vacuum stations (the "Project"),

2.) reviewed the draft completed Part II of the EAF analyzing the potential for the Project to result in any significant adverse environmental impacts and has otherwise taken a hard look at the identified potential environmental impacts utilizing the criteria specified in 6 NYCRR 617.7(c); and

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

WHEREAS, at its meeting of July 12, 2018 the Planning Board adopted a resolution recommending the granting of a Special Permit and approval of the Project; and

16-B LEGAL NOTICES

2. (continued)

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

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

RESOLVED, the Town Board hereby grants a Special Permit for the Project.

Ayes: All

Noes: None

Motion Carried
APPENDICES

16-C PUBLIC COMMENTS ON COMMUNICATIONS

- A Covington Drive resident referred to Item #2 and questioned the residency and rate of pay of the new hire. Supervisor Meegan responded Ms. Messinger is a West Seneca resident and the rate of pay is \$12 per hour.
- A Covington Drive resident referred to Item #9 and questioned the residency and rate of pay of the new hire. Supervisor Meegan stated Mrs. Murphy was hired from the Erie County Civil Service list and is moving back to West Seneca. Her salary is Group 3, Step 1 in the White Collar Contract at \$34,847.79 annually.

16-D TABLED ITEMS

1. Supervisor Meegan re Appointment of Jon Minear as Attorney to the Ethics Board

Motion by Supervisor Meegan, seconded by Councilman Hanley, to appoint Jon Minear as Deputy Town Attorney assigned to the Ethics Board effective August 14, 2018 at an annual salary of \$4000 and authorize the Supervisor to complete and sign the necessary forms for Erie County Personnel.

Ayes: All

Noes: None

Motion Carried

16-E COMMUNICATIONS

1. Town Attorney re
Amendment to Verizon
Wireless lease agreement

Motion by Supervisor Meegan, seconded by Councilman Hanley, to adopt the attached resolution authorizing the Supervisor to execute an amendment to the lease agreement with Verizon Wireless for wireless communications infrastructure space on the East & West Road water tank together with access and utility easements, noting this agreement amends the prior lease agreement with a five year extension at an annual rent of \$18,000, and thereafter, four option terms to extend for additional five year terms with annual rent increasing 112 percent of the rate of annual rent at the end of the immediately preceding term.

Ayes: All Noes: None Motion Carried
APPENDICES

2. Town Attorney re
Appointment of Joli
Messinger as part-time clerk
typist

Motion by Supervisor Meegan, seconded by Councilman Hart, to appoint Joli Messinger as part-time clerk typist (floating pool) at a rate of \$12 per hour effective August 13, 2018 and authorize the Supervisor to complete and sign the necessary forms for Erie County Personnel.

Ayes: All Noes: None Motion Carried

3. Town Attorney re Facilities
use Memorandum of
Understanding with the West
Seneca Public Library

Motion by Supervisor Meegan, seconded by Councilman Hart, to authorize the Supervisor to execute the attached Facilities Use MOA for the West Seneca Community Center and Library with the West Seneca Public Library.

Ayes: All Noes: None Motion Carried
APPENDICES

4. Highway Sup't. re
Termination of Raymond
Jordan

Motion by Supervisor Meegan, seconded by Councilman Hanley, to terminate Raymond Jordan as part-time seasonal laborer in the Highway Department effective July 31, 2018 and authorize the Supervisor to complete and sign the necessary forms for Erie County Personnel.

Ayes: All Noes: None Motion Carried

16-E COMMUNICATIONS

5. Chief Denz re Purchase of
TASER systems

Motion by Supervisor Meegan, seconded by Councilman Hanley, to approve the second annual payment of \$5754.24 to AXON Enterprises, Inc. per the signed five year equipment agreement between the town and AXON, noting funds are available through the police budget line 001.3102.0459 and will be earmarked within the same budget line in the future.

Ayes: All Noes: None Motion Carried

6. Chief Denz re Status change
for part-time public safety
dispatcher Kayla Weir to
seasonal

Motion by Supervisor Meegan, seconded by Councilman Hart, to change the status of part-time public safety dispatcher Kayla Weir to part-time seasonal effective August 1 – 30, 2018 and authorize the Supervisor to complete and sign the necessary forms for Erie County Personnel.

Ayes: All Noes: None Motion Carried

7. Chief Denz re Attendance at
Canadian American Law
Enforcement Organization
training seminar

Motion by Supervisor Meegan, seconded by Councilman Hanley, to authorize Detective Lieutenant Kevin Baranowski, Detective James Gibbons and Detective Daniel Crowe to attend the Canadian American Law Enforcement Organization training seminar in Niagara Falls, Ontario, Canada, September 6 – 7, 2018, noting there is no cost associated with this training.

Ayes: All Noes: None Motion Carried

8. Chief Denz re Appointment
of William Pelow as Police
Lieutenant

Motion by Supervisor Meegan, seconded by Councilman Hart, to terminate William Pelow from the rank of Police Officer and appoint William Pelow to the rank of Police Lieutenant effective August 14, 2018 at an annual salary of \$99,369.43 and authorize the Supervisor to complete and sign the necessary forms for Erie County Personnel.

Ayes: All Noes: None Motion Carried

16-E COMMUNICATIONS

9. Town Assessor re
Appointment of Amanda
Murphy as Assessment Clerk

Motion by Supervisor Meegan, seconded by Councilman Hart, to appoint Amanda Murphy as Assessment Clerk, Group 3, Step 1, effective August 14, 2018 and authorize the Supervisor to complete and sign the necessary forms for Erie County personnel.

Ayes: All Noes: None Motion Carried

10. Sr. Recreation Therapist of
Sr. Services re Status change
for Lee Ann Piniewski to
seasonal

Motion by Supervisor Meegan, seconded by Councilman Hart, to change the status of part-time food service worker Lee Ann Piniewski to part-time seasonal effective August 1 – September 28, 2018 and authorize the Supervisor to complete and sign the necessary forms for Erie County Personnel.

Ayes: All Noes: None Motion Carried

11. Recreation Supervisor re
Shared services agreement
with WSCSD

Motion by Supervisor Meegan, seconded by Councilman Hanley, to authorize the Supervisor to execute the necessary documents to enter into an agreement with West Seneca Central School District for use of Sunshine Park and West Seneca Soccer Complex.

Ayes: All Noes: None Motion Carried

12. Recreation Supervisor re
Town Of West Seneca facility
use fees

Motion by Supervisor Meegan, seconded by Councilman Hanley, to revise the facility use fees to the new rates effective January 1, 2019 with the exception of the Ice Rink fee which is effective August 14, 2018, noting these fees were last revised in 2015.

Ayes: All Noes: None Motion Carried

13. Recreation Supervisor re Boy
Scouts of America Greater
Niagara Frontier Council
#318

Motion by Supervisor Meegan, seconded by Councilman Hanley, to authorize the Supervisor to execute the necessary documents to enter into an agreement with Boy Scouts of America Greater Niagara Frontier Council #318 for use of West Seneca diamonds, noting this is contingent upon a revised certificate of insurance being submitted that meets the requirements of Section 12 of this agreement.

Ayes: All Noes: None Motion Carried

16-F REPORTS

- Jacqueline A Felser, Town Clerk's report for July 2018 received and filed.
- Jeffrey Schieber, Code Enforcement Officer's, building & plumbing report for July 2018 received and filed.

16-G APPROVAL OF WARRANT

Motion by Supervisor Meegan, seconded by Councilman Hanley, to approve the vouchers submitted for audit, chargeable to the respective funds as follows: General Fund - \$453,258.47; Highway Fund - \$384,627.05; Special Districts - \$17,033.86; Capital Fund - \$24,840.95 (vouchers 106227 - 106674) Trust - \$320,357.49 (vouchers 106093 - 106556)

Ayes: All

Noes: None

Motion Carried

ISSUES OF THE PUBLIC

- A former councilman referred to a statement made at a previous meeting concerning hiring of a particular employee and recited from Town Board minutes indicating he was not a board member when the employee was hired.
- A Union Road resident referred to the warrant and questioned two payments for grass cutting. Councilman Hanley responded the payment is for two contractors that cut grass at zombie homes on behalf of the town and the charges are placed on the tax bill.
- A Singer Drive resident questioned if taxes are going up next year. Supervisor Meegan responded they are in the beginning stages of the budget process, but there were workers compensation charges and sewer chargebacks this year that amount to about two percent.
- A Singer Drive resident referred to a new transformer at the Community Center & Library and questioned if it is being used. Supervisor Meegan stated she will have Town Engineer Steven Tanner contact the resident.
- A Singer Drive resident stated the town electricians are replacing electrical poles and wires and requested a copy of the lighting agreement. Town Attorney John Fenz stated he will provide a copy of the contract. Councilman Hanley stated town electricians will change the fuse and photocell, but do not work on lines or change poles as it is NYSEG's duty. He further stated Doug Busse of the Code Enforcement Office surveyed the number of street lights out. There are approximately 40 street lights and the list has been turned over to Danforth.
- A Singer Drive resident commented on loud noise from dumpsters at the Southgate Plaza in the early morning hours. Supervisor Meegan stated she will contact the plaza owner.
- A Diane Drive resident commented on a neighboring house that has had many police visits and expressed his concern about foster kids. He further stated the condition of the home is deteriorating the neighborhood property values. Chief Denz stated his department is working with social services and child protective services as well as code enforcement officers who have been called to the property. There are only so many things that can be done legally and the department is working within the parameters of the law to correct the issue.

ISSUES OF THE PUBLIC

- A Diane Drive resident commented on tax increases due to mandates and believes the Town Board needs to work smarter. Councilman Hanley stated the typical bill for sewer chargebacks is approximately \$8000 per year and this year it is \$75,000.
- A Westcliff Drive resident commented on loud machinery noise at the back of the ice rink and was told by Buildings & Grounds employees the machine is scheduled to be fixed. Councilman Hart stated the machine was shut down and will remain down until the equipment is repaired. A sound test will be performed after the equipment is fixed.
- A Union Road resident commented on the recent hiring of a full-time employee in the Buildings and Grounds Department and its effect on the budget.
- A Covington Drive resident referred to the Town Code section on fire pits as well as comments in the West Seneca Bee that the town said it is a neighbor issue. Supervisor Meegan stated Code Enforcement Officer Jeffrey Schieber visited the home and understands the issue is resolved. The resident suggested reviewing the Town Code for possible amendments.

PRESENTATION OF COMMUNICATIONS BY BOARD MEMBERS AND DEPARTMENT HEADS

RECREATION SUPERVISOR LAUREN MASSET

- Last day for Veterans Park aquatic complex is August 20, 2018
- Movie in the Park will be August 31st at dusk; the movie will be "The Secret Life of Pets" sponsored by Galaxy Auto
- Accepting applications for part-time positions for fall recreation programs

CHIEF DENZ

- Thank you to Dunn Tire and all who attended National Night Out
- Received a \$14,000 grant from the Governor's Traffic Safety Conference

COUNCILMAN HART

- Still accepting applications for appointment to the Ethics Board

COUNCILMAN HANLEY

- Gaelic games were held at the soccer complex and many compliments were received on the condition of the park

ADJOURNMENT

Motion by Supervisor Meegan, seconded by Councilman Hart, to adjourn the meeting at 8:10 P.M.

Ayes: All

Noes: None

Motion Carried

Proposed Legal Description

17J2-1494

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 254, 259, 266, 271, 283, 284 of the Buffalo Creek Reservation, described as follows;

BEGINNING at the point on the westerly line of Lein Road at its intersection with the northerly line of the Aurora Expressway

THENCE N 82°13'07" W along the northerly line of said Aurora Expressway, a distance of 3592.24 feet to a point on the west line of lot 254;

THENCE N 00°17'54" W along the westerly line of lot 254 a distance of 120.40 feet;

THENCE S 82°13'54" E along the northerly line of the railroad a distance of 3592.73 feet to the west line of Lein Road;

THENCE S 00°01'07" E along the west line of Lein Road a distance of 121.14 feet, to the point of beginning, containing 9.86 acres more or less.

Metes & Bounds Legal Description
3400 Transit Road - Royal Car Wash

3

Schedule A
PARCEL "A"

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 343, Township 10, Range 7 of the Ebenezer Lands, described as follows:

BEGINNING at a point in the south line of Lot No. 343 and the center line of Clinton Street, distant 123 feet westerly from its intersection with the east line of Lot No. 343 and the original center line of Transit Road, as a 66 foot highway; thence westerly along the south line of Lot No. 343, 120.63 feet to the southeast corner of lands conveyed to Joseph F. McCarthy and Ellen P. McCarthy, his wife, by deed dated September 12, 1958, recorded September 29, 1958 in Liber 6343 of Deeds, page 353; thence northerly along the easterly line of lands so conveyed to said McCarthy to the northeast corner of the lands so conveyed to said McCarthy by, deed aforesaid; thence easterly at right angles 88.10 feet to a point; thence southerly parallel with the west line of Lot No. 343, 55 feet to a point; thence southeasterly at an angle of 48° 55' to the left, 26 feet to a point distant 132.30 feet westerly from the east line of Lot No. 343, as measured at right angles to said line; thence southerly at an angle of 44° to the right, 130 feet to the point or place of beginning.

PARCEL "B"

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

BEGINNING at a point in the northerly line of Clinton Street about 50.9 feet westerly from the intersection of the northerly line of Clinton Street with the easterly line of Lot No. 343, said point of beginning being the southwest corner of lands conveyed to the County of Erie by deed recorded in Liber 2136 of Deeds, page 483; thence northerly along the westerly line of lands so conveyed to the County of Erie 325.19 feet; thence westerly at right angles to last mentioned line 131.90 feet to the easterly line of lands conveyed to Dennis D. Leo and Ruth, his wife, by deed recorded in Liber 2820 of Deeds, page 184; thence southerly along the easterly line of lands so conveyed to Dennis D. Leo and wife, 168.50 feet to a point; thence easterly at right angles to last described line 30 feet to a point; thence southerly and along the easterly line of lands so conveyed to Dennis D. Leo and wife, 55 feet to a point; thence southeasterly at an angle of 48° 55' to the left a distance of 26 feet to a point distant 132.30 feet westerly from the easterly line of Lot No. 343 measured at right angles thereto; thence southerly at an angle of 44° to the right a distance of 96.87 feet to the northerly line of Clinton Street; thence easterly along said northerly line of Clinton Street 75.12 feet to the place of beginning.

EQUITY TITLE

[West Seneca WT]

AMENDMENT NO. 1 TO OPTION AND LEASE AGREEMENT

THIS AMENDMENT NO. 1 TO OPTION AND LEASE AGREEMENT ("**Amendment**") dated 8/13, 2018 (the "**Effective Date**") is by and between the **TOWN OF WEST SENECA**, with offices at 1250 Union Road, West Seneca, New York 14224 ("**LESSOR**") and **BELL ATLANTIC MOBILE SYSTEMS OF ALLENTOWN, INC.** d/b/a Verizon Wireless f/k/a Upstate Cellular Network, a New York General Partnership, with offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 ("**LESSEE**").

RECITALS:

WHEREAS, LESSOR and LESSEE entered into an Option and Lease Agreement dated July 20, 1994 (the "**Lease**") wherein LESSEE leased from LESSOR a portion of LESSOR's property, including space on LESSOR's water tank, located at East and West Road being a part of tax parcel number 144.00-01-56.2, in the Town of West Seneca, County of Erie, State of New York, together with access and utility easements; and

WHEREAS, the Lease commenced on August 1, 1994 and, LESSEE having exercised all three extension options provided in the Lease, the Lease expired on July 31, 2014; and

WHEREAS, despite the expiration date, the parties continued to operate pursuant to the Lease, and LESSEE has been paying monthly rent; and

WHEREAS, LESSOR and LESSEE now desire to amend the Lease to, among other things, extend the term on the terms and conditions set forth herein.

Capitalized terms used and not otherwise defined herein shall have the same meanings as in the Lease.

NOW, THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LESSOR and LESSEE agree that the Lease is hereby amended as follows:

1. **Term**. The parties agree that the term of the Lease shall be considered extended as of August 1, 2014, for one 5 year term, and thereafter LESSEE shall have four options to extend for additional 5 year terms on three months advance written notice (each of the five 5-year terms described in this paragraph referred to herein as an "Additional Renewal Term").

2. **Rent**. Effective as of August 1, 2014, annual rent under the Lease increased to \$18,000.00, payable on an annual basis. Within 90 days of the Effective Date, for each lease year listed below, LESSEE shall pay LESSOR annual rent of \$18,000.00 *less the monthly rent LESSEE previously paid to LESSOR during that respective lease year*:

- August 1, 2014 to July 31, 2015

- August 1, 2015 to July 31, 2016
- August 1, 2016 to July 31, 2017
- August 1, 2017 to July 31, 2018

As of August 1, 2018, LESSEE shall pay LESSOR annual rent of \$18,000.0 for the lease year August 1, 2018 to July 31, 2019.

Thereafter, at the commencement of the next Additional Renewal Term and at the commencement of each Additional Renewal Term thereafter for the remainder of the term of the Lease, annual rent shall be 112% of the rate of annual rent at the end of the immediately preceding Additional Renewal Term.

3. Notices. Section 21 of the Lease regarding notice is hereby replaced and superseded with the following:

21. All notices permitted or required to be given by the terms of the Lease shall be in writing and shall be deemed sufficiently given if hand delivered, sent by certified mail, return receipt requested, or sent by nationally recognized overnight courier service (such as Federal Express or Airborne Express) addressed as follows:

If to LESSOR:

Town of West Seneca
1250 Union Road
West Seneca, New York 14224
Attn: Town Attorney

With copy to:

Erie County Water Authority
295 Main Street, Rm 350
Buffalo, NY 14203-2415
Attn: Water Authority Counsel

If to LESSEE:

Bell Atlantic Mobile Systems of Allentown, Inc.
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notices given pursuant to this section shall be deemed to have been received (a) if personally delivered, upon delivery; (b) if sent by certified mail, three (3) days after the notice was mailed; or, (c) if sent by nationally recognized overnight courier service, one day after sending. Either party

may, by written notice given in accordance with this section, designate a different address or addresses to which such notices shall be sent. Notices given pursuant to this section which are given by the attorney for either party shall have the same force and effect as notices given by the party on whose behalf the notice is given.

4. Except as specifically modified by this Amendment, all of the terms and conditions of the Lease shall remain in full force and effect. In the event of a conflict between any term and provision of the Lease and this Amendment, the terms and provisions of this Amendment shall control.

5. This Amendment will be binding on and inure to the benefit of the parties herein, their heirs, executors, administrators, successors-in-interest and assigns.

6. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same Amendment.

IN WITNESS WHEREOF, the parties have executed this Amendment on the dates below, effective as of the date first above written.

LESSOR:

TOWN OF WEST SENECA

By: _____

Printed Name:

Title:

Signature Date: _____

LESSEE:

**BELL ATLANTIC MOBILE SYSTEMS OF
ALLENTOWN, INC. d/b/a Verizon Wireless**

By: _____
Printed Name: Richard Polatas
Title: Director Network Field Engineering
Signature Date: _____

FACILITIES USE
MEMORANDUM OF UNDERSTANDING

This is a Memorandum of Understanding (“MOU”) executed on the 13th day of August, 2018, to be effective 8/13, 2018, by and between the Town of West Seneca, with offices located at 1250 Union Road, West Seneca New York (the “Town”) and the West Seneca Public Library (the “Library”) with offices located at 1300 Union Road, West Seneca, New York (collectively, the “Parties”).

WHEREAS, the Town and the Library share a mission to optimize educational and recreational resources for the citizens of the Town; and

WHEREAS, the Town provides facilities to the Library in exchange for the Library providing on-site operational programming; and,

WHEREAS, the Library desires to increase its resources and facilities to promote its programming throughout the municipality and the County of Erie; and

WHEREAS, the Town renovated the existing library structure at 1300 Union Road, West Seneca, New York to increase resources for the community, including but not limited to: a library; a children’s library; a maker space; storage and a community program room; and

WHEREAS, in light of their respective goals to promote education and recreation throughout the municipality, the Town and the Library desire to formalize a partnership to memorialize the legal availability of these resources; and

NOW THEREFORE, upon the premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. The Town shall continue to provide certain facilities to the Library in exchange for the Library providing onsite programming.

2. The Library shall have exclusive use and control to those areas listed in **Schedule A** as: Library, Director’s Office, Friends Office, Work Room, Staff Break, Sr. Clerk Office, Study 1 through 5, Library Storage, Maker Space and Children’s Library (the “Library Facilities”) as well as the Community Program Room, Conference 107A, Storage 108, and Utility Room 108B (the “Community Room”). In addition to those individuals designated by the Town, the Director of the Library shall be entitled to possess any and all keys which would grant access to the Library Facilities.

3. The Town of West Seneca requires the use of the are listed in Schedule A as the Community Room in order to perform and provide required town services. Therefore, the Town and Library shall coordinate any and all uses of the Community Room based on the following terms:

a.) For purposes of scheduling uses by the Town, the Library and prospective community groups, the Town shall create an email address and calendar to which the Library will be granted full and unimpeded access (the "Shared Calendar"). It is intended that the email address shall be the central repository for any and all requests to use the Community Room and only those requests which are sent to the email address shall be honored.

b.) The Town shall have priority to use the Community Room at those times when a Town Board Meeting, Planning Board Meeting or Zoning Board of Appeals Meeting as scheduled at the organizational meeting of the Town held in January of each calendar year. Thereafter, all other uses for the Community Room shall be on a first-come first-served basis.

c.) Upon receiving a request from a third-party user for use of the Community Room, each of the respective parties shall instruct the requestor to send an email request to the Shared Calendar. Upon receipt, and provided there is not a conflict with a scheduled use by the Town or Library, the party receiving the request shall note the tentative scheduled use of the Community Room on the Shared Calendar and such use shall be subject to the requirements set forth herein.

d.) Upon noting the tentative use, the party receiving the request shall inform the third-party user that to confirm their use the third-party user is required to enter into a license agreement with the Town to use the Community Program Room. A copy of the License Agreement is affixed hereto as **Schedule B**. The third-party user shall not be granted use of the Community Room until the License Agreement has been approved as to form by the Town Attorney.

e.) In the event simultaneous requests are received then preference shall be given to a group promoting programming of the West Seneca Public Library, thereafter, to a group which provides services to the West Seneca community.

f.) In addition to those individuals designated by the Town, the Director of the Library shall be entitled to possess any and all keys which would grant access to the Community Room.

g.) The Town shall be responsible for providing staff for the cleaning as well as the set-up and tear down of furniture utilized by any group conducting a function in the Community Room. There shall be no charge to the Library for providing these services. Third-party users utilizing the Community Room may be charged for cleaning, set-up and tear down of the at the then applicable town rates.

4. When using the Library Facilities and Community Room, the Library agrees to comply with all applicable state, federal or local laws and regulations, and with any policies and regulations of the District pertaining to the use and occupancy of the Library Facilities and Community Room.

5. The Parties agree and understand that this MOU will be binding upon the Parties and their respective agents for a period of ten (10) years following its execution, and shall be automatically renewed for a term of ten (10) years upon the mutual written consent of the Parties.

6. The Parties shall work in harmony with one another to ensure that their respective use shall not directly interfere with the other's.

7. The Library agrees to 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 Library's use and access of the Library Facilities and Community Room, only to the extent that such liability, damages, expenses, causes of action, suits, judgments and claims do not arise out of the Town's negligence. The Library shall maintain insurance with combined single limit coverage of at least one million dollars (\$1,000,000.00) per occurrence, and at least three million dollars (\$3,000,000.00) in the aggregate, naming the Town as an additional insured.

8. The parties agree that the Library shall have the right to accept donations within the guidelines of the Buffalo and Erie County Public Library System for the benefit of providing library services. The Library shall also have the right to recognize the generosity of donors by erecting placards or other forms notice within the areas under the exclusive control of the West Seneca Library during the term of this MOU Agreement.

8. Each of the Parties acknowledges that it is not an agent for the other, and the Parties will not make any such assertions. In the event any provision of this MOU is determined to be invalid or unenforceable, the remainder shall remain in force as if such provision were not a part. This MOU sets forth the entire understanding between the Parties and may be amended solely upon the written mutual agreement of the Parties.

TOWN OF WEST SENECA

By: Sheila Meegan, Supervisor
Dated:

WEST SENECA PUBLIC LIBRARY

By: William R. Josefiak
Dated: