

**WEST SENECA TOWN OFFICES**  
**1250 Union Road**  
**West Seneca, NY 14224**

**TOWN BOARD PROCEEDINGS**  
**Minutes #2013-02**  
**January 14, 2013**

Supervisor Sheila M. Meegan called the meeting to order at 7:00 P.M. with 30 seconds of silent prayer followed by the Pledge of Allegiance and the changing of the colors from American Legion Post #735 to Marine Corps League Detachment 239.

**ROLL CALL:** Present - Sheila M. Meegan Supervisor  
Eugene P. Hart Councilman  
John M. Rusinski Councilman

Absent - None

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

The meeting was dedicated to the memory of Richard "Bubs" Martin, Joan Mazur, Marie Sager, Leonardo Tempestoso, John Munch and Richard Mancuso.

---

**2-A MINUTES TO BE APPROVED**

- Motion by Supervisor Meegan, seconded by Councilman Hart, to approve minutes from the January 3, 2013 Reorganization Meeting.

Ayes: All

Noes: None

Motion Carried

- Motion by Supervisor Meegan, seconded by Councilman Hart, to approve Minutes #2013-01 of January 3, 2013.

On the question, Councilman Rusinski referred to the motion for appointment of Highway Supt. Matthew English as Dog Control Officer and stated he understood the appointment was only for one month while Town Attorney Shawn Martin researched this issue.

Supervisor Meegan disagreed and stated the appointment was for one year at a stipend of \$7000.

Councilman Hart agreed the appointment was for one year and stated the board can explore other options next year.

Councilman Rusinski stated he would have voted against the appointment if he had known it was for the entire year.

Supervisor Meegan referred to Item #6 and stated that according to Erie County Personnel the correct title for the part-time job created in recreation is Directors of Recreation II and she requested that the minutes be changed accordingly.



**2-B COMMUNICATIONS**

3. (continued)

On the question, Town Attorney Shawn Martin stated this new agreement reflects changes to the initial agreement that was approved last year. Some of the changes are the inclusion of Tonawanda and Kenmore employees and the correction of some typographical errors. The crematory and disposal services section was also amended so the cost will now be based on the animal's weight.

Councilman Hart questioned how long the contract will continue.

Mr. Martin responded that the contract is cancellable by either party with notice. The contract includes a service fee of \$200 per month for the right to do business with the town. In addition, the town charges per dog, per day along with veterinarian fees. Tonawanda and Kenmore employees will have access to the town's animal shelter during regular hours but must notify the town when using the facility after hours.

Ayes: All

Noes: None

Motion Carried

4. Highway Supt. re Terminations and appointment of part-time laborers in Buildings & Grounds Dept.

Motion by Supervisor Meegan, seconded by Councilman Hart, to terminate Ian Cashdollar and Ryan Struzak as part-time seasonal laborers in the Buildings and Grounds Department effective January 8, 2013 and appoint Gerald Mingle as part-time seasonal laborer in the Building and Grounds Department at a rate of \$7.25 per hour effective January 8, 2013 and authorize the Supervisor to complete and sign the necessary forms for Erie County Personnel.

Ayes: All

Noes: None

Motion Carried

5. Director of Recreation, Youth & Senior Services re Budgetary transfer requests

Motion by Supervisor Meegan, seconded by Councilman Hart, to approve budgetary transfer requests for the Recreation, Youth & Senior Services Dept. as follows:

<u>Acct. #</u>	<u>Description</u>	<u>Amount</u>
From: 1.7620.0200	Adult Rec. Purchasing	\$ 791.96
1.7620.0420	Adult Rec. Telephone	\$ 179.11
1.7140.0472	Rec. Dept. Youth Bureau School Intervention	\$7,773.40
To: 1.7620.0443	Adult Rec. Equipment Repairs & Maintenance	\$ 971.07
1.7620.0416	Adult Rec. Gasoline	\$7,773.40

Ayes: All

Noes: None

Motion Carried

**2-B COMMUNICATIONS**

6. Chief Gehen re Appointment of Diane Nowicki as Public Safety Dispatcher      Motion by Supervisor Meegan, seconded by Councilman Hart, to appoint Diane Nowicki as full-time Public Safety Dispatcher effective February 3, 2013 at an annual salary of \$35,287 and authorize the Supervisor to complete and sign the necessary forms for Erie County Personnel.

On the question, Chief Gehen stated Ms. Nowicki placed first on the Civil Service list. She has been an excellent part-time Public Safety Dispatcher for many years and also has a number of years experience with Vigilant Fire Company. This will fill a vacancy due to a recent retirement, but there is another vacant position that has existed for 2½ years and scheduling dispatchers has been burdensome to the department due to lack of full-time employees.

Councilman Hart questioned if there was money available to fund a second position.

Finance Director Laura Landers responded that the contingency fund or fund balance could be used to fund a second position.

Ayes: All      Noes: None      Motion Carried

7. Chief Gehen re Appointment of Scott Windover as Public Safety Dispatcher      Motion by Supervisor Meegan, seconded by Councilman Hart, to appoint Scott Windover as full-time Public Safety Dispatcher effective February 3, 2013 at an annual salary of \$35,287 and authorize the Supervisor to complete and sign the necessary forms for Erie County Personnel.

On the question, Chief Gehen stated that Scott Windover has been an excellent part-time Public Safety Dispatcher and the town is fortunate to have both him and Ms. Nowicki full-time.

Ayes: All      Noes: None      Motion Carried

**2-C 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 - \$528,238.92; Highway Fund - \$94,081.47; Special Districts - \$15,948.94 (voucher #'s 76079 - 76769); Trust & Agency Fund - \$58,154.94 (voucher #'s 76700 - 76755); Capital Fund - \$208,767.35 (voucher #'s 76631 - 76639)

Ayes: All      Noes: None      Motion Carried

**2-D REPORTS**

- Jacqueline A Felser, Town Clerk's report for December 2012 & annual report for 2012 received and filed.
- Jacqueline A Felser, Receiver of Taxes report for 2012 – 2013 school tax collection & 2012 Annual Receiver of Taxes report received and filed.
- John Gullo, Code Enforcement Officer's Plumbing Inspector's report for December 2012 received and filed.

**ISSUES OF THE PUBLIC**

**DEER POPULATION**

Tony Diloreto commented on the abundance of deer in West Seneca and stated that as a gardener he is constantly confronted with this issue. He has been a member of the Clarence nuisance program for 8 years and would like to see the same program instituted in West Seneca. A great relationship has been established between the Clarence Town Board, the DEC, landowners and volunteers and the deer herd are taken care of within a 12 mile area which has resulted in a 40 percent decrease in deer collisions. Mr. Diloreto volunteered to spearhead a similar program in West Seneca.

Councilman Hart stated that a committee could be considered and he questioned if records are maintained for deer/car collisions.

Chief Gehen responded that records are maintained and he will provide that information to the board. He noted that the Police Department has issued nuisance permits, but they are basically in rural, farmland and nursery areas due to safety concerns.

**DOG CONTROL OFFICER**

Bill Hanley referred to the Dog Control Officer stipend of \$7,000 and questioned the amount of money collected by the town for dog licensing, noting that the law states, "no town shall expend money greater than it receives during such a year."

Councilman Hart responded that dog license revenue amounted to \$39,794 in 2012 and the town is required to have a Dog Control Officer if they issue dog licenses. Councilman Hart questioned the town's procedure regarding the dog census and if the census is required under law.

Town Clerk Jacqueline Felser responded that a dog census is not required by law but it does generate more licenses. Because it is so time consuming, the census has recently only been completed in two sections of town.

**WEST SENECA TOWN OFFICES**  
**1250 Union Road**  
**West Seneca, NY 14224**

**TOWN BOARD PROCEEDINGS**  
**Minutes #2013-02**  
**January 14, 2013**  
**Page six . . .**

**ISSUES OF THE PUBLIC**

**DOG CONTROL OFFICER** (continued)

Beverly Leising questioned Highway Supt. Matthew English's appointment as Dog Control Officer and the duties he performs.

Highway Supt. Matthew English responded that approximately three years ago the dog control office and its two full-time employees were dissolved. He was then appointed Dog Control Officer and became responsible for overseeing the duties including dispatching personnel to handle animal issues/complaints and maintaining the budget.

**ABANDONED HOUSES**

Beverly Leising questioned the town's procedure for abandoned houses.

Code Enforcement Officer John Gullo responded there are approximately 60 structures in town that are posted as vacant, 25 to 30 of which are in foreclosure. The town is unable to move forward regarding these properties until the banks decide to do something.

Mrs. Leising questioned if back taxes are owed on the properties in foreclosure and if after a period of time a public notice is provided listing the properties for auction.

Mr. Gullo responded that some of the properties do have back taxes owed.

Town Clerk Jacqueline Felser stated that Erie County decides when there will be a foreclosure sale and it is usually no sooner than three years after back taxes are owed.

Councilman Hart stated he has weekly conversations with Mr. Gullo regarding abandoned properties in town. Often the banks do not foreclose but continue to pay property taxes and contract out to property managers. In many instances the town ends up maintaining and securing these properties.

Town Attorney Shawn Martin stated that sometimes the banks will commence foreclosure action but never complete it and this keeps the property in a state of limbo.

Councilman Rusinski questioned if the list of vacant structures is provided to fire services.

Mr. Gullo responded that he provides a report quarterly to the public safety dispatchers and Chief Gehen.

**ISSUES OF THE PUBLIC**

**WORK SESSION**

Amy Carpenter questioned what took place at the work session earlier this date, noting there was no agenda on the website.

Supervisor Meegan responded that Town Engineer Steven Tanner provided an update on the energy performance contract including all work completed in the town's pumping stations, sliplining and I/I study, ice rink, lighting in parks and town buildings.

**HOUGHTON COLLEGE**

Amy Carpenter questioned the number of sewer lines at the Houghton College project and how they will be taxed.

Code Enforcement Officer John Gullo responded there will be a main sewer line with individual lines branching off to each of the buildings. The floor plans for this development will be forthcoming.

Councilman Hart stated that fees are assessed based on the number of taps and fixtures.

**PLANNING BOARD**

Amy Carpenter commented on the absence of Code Enforcement Officer John Gullo at the last Planning Board meeting and stated she felt it was essential that he be in attendance because of his knowledge and direct dealings with developers. Ms. Carpenter further commented that one member of the Planning Board openly speaks to assist the applicant instead of helping the town.

Karen Lucachik questioned the purpose of the Planning Board and also commented that she felt one of the member's behavior was inappropriate.

Town Attorney Shawn Martin responded that certain powers and duties of the Town Board (i.e. subdivision approval and site plan review) are delegated to the Planning Board. The Planning Board also makes recommendations to the Town Board on rezoning and special permit issues.

**ISSUES OF THE PUBLIC**

**DIRECTORS OF RECREATION II POSITION**

Karen Lucachik stated she was happy to see the newly created recreation position advertised in the paper.

Supervisor Meegan responded that the needs assessment project began months ago and there have been many conversations. They have been very transparent and a number of applications have been received.

**STATUS OF AMERICORPS PAYMENTS**

Karen Lucachik questioned the status of the AmeriCorps payments.

Finance Director Laura Landers responded that a payment of \$8,000 was received on December 20<sup>th</sup> and no payment has been received for January.

**HIGHWAY PLOWS**

Bill Hayes suggested that snow plow drivers in the Highway Department use their radios to alert police of parked cars on streets being cleared.

Highway Supt. Matthew English responded they have done this in the past if there is a chronic problem. The dispatchers will send a police car and the vehicle will be ticketed if parked after hours.

**PRESENTATION OF COMMUNICATIONS BY BOARD MEMBERS AND DEPARTMENT HEADS**

**2013 TOWN BOARD MEETING CHANGES**

Supervisor Meegan stated that the next meeting is scheduled for January 22, 2013 at 2:00 PM to approve the warrant and it will be held at Town Hall rather than at the Senior Citizens Center as originally scheduled. The April 29<sup>th</sup> meeting has been cancelled and rescheduled for April 25<sup>th</sup> at 2:00 PM to approve the warrant.

**NYS SENATOR GALLIVAN**

Supervisor Meegan introduced Mitch Martin of Senator Patrick Gallivan's office noting that Senator Gallivan now represents the Town of West Seneca.





INTERMUNICIPAL COOPERATION AGREEMENT

THIS AGREEMENT, made this 12<sup>th</sup> day of February, 2013, by and between the TOWN OF TONAWANDA, a municipal corporation having an office located at 2919 Delaware Avenue, Kenmore, New York 14217, (hereinafter "Tonawanda"), the VILLAGE OF KENMORE, a municipal corporation having an office located at 2919 Delaware Avenue, Kenmore, New York 14217 (hereinafter "Kenmore") 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, 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 Kenmore and 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, Kenmore and Tonawanda desire 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 and Kenmore dogs which are brought to the Animal Shelter by any Animal Control Officer/Police Officer from Tonawanda and/or any Tonawanda or Kenmore employee, or any Good Samaritan citizen (hereinafter "Dog Collectors"), including those seized under the terms of Chapter 71 of the Code of the Town of Tonawanda; and

WHEREAS, Kenmore desires to have Tonawanda seize any lost, strayed, homeless or unlicensed dogs in Kenmore and to provide an animal shelter for them;

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 1<sup>st</sup> day of March, 2013 and automatically and continuously renew for each succeeding year until any party provides written notice to the others, as provided in paragraph 12 herein.

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 Tonawanda and/or Kenmore; (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 Kenmore and 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. **Services Provided by Tonawanda to Kenmore.**

During the term of this Agreement and any extensions thereof, Tonawanda and Kenmore agree that Tonawanda will process any stray or unlicensed or dangerous dogs found in Kenmore, and Kenmore agrees to allow Tonawanda to retain any excess fees or penalties collected therefrom in consideration of providing this service. Such services shall be provided by Tonawanda's Animal Control Officer, when

available. Any after hours pick up of said dogs shall be the sole responsibility of the Tonawanda or Kenmore respectively until such dog can be delivered to the West Seneca Animal Shelter.

4. **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.

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

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

7. **Indemnification.** West Seneca covenants and agrees to indemnify and save harmless Tonawanda and Kenmore, 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 West Seneca, its officers, agents and employees in carrying out the provisions of this Agreement.

Tonawanda and Kenmore covenant and agree to the extent permitted by law to indemnify and save harmless 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 Kenmore and/or Tonawanda, their departments, boards, officers, agents and employees in carrying out the provisions of this Agreement.

Kenmore covenants and agrees to the extent permitted by law to indemnify and save harmless Tonawanda, 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 Tonawanda, its departments, boards, officers, agents and employees in carrying out the provisions of this Agreement.

8. **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 – in accordance with SPCA guidelines;

(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.

9. **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.

10. **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.

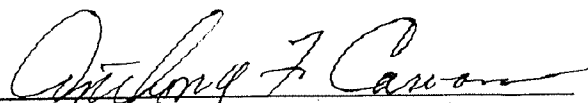
11. **Access.** Dog Collectors shall have access to West Seneca's Animal Shelter 24 hours per day, 7 days per week, and 365 days per year. If the Dog Collector intends to access West Seneca's Animal Shelter during dates or times other than when the shelter is open to the public, a courtesy call shall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

12. **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.

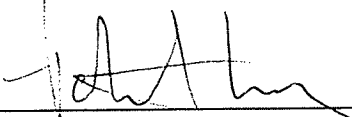
seal

TOWN OF TONAWANDA

By:   
Anthony F. Caruana, Supervisor


VILLAGE OF KENMORE

seal

By:   
Patrick Mang, Mayor

TOWN OF WEST SENECA

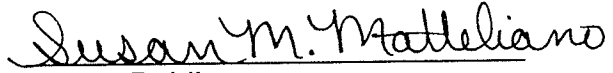
seal

By:   
Sheila M. Meegan, Supervisor

STATE OF NEW YORK )  
COUNTY OF ERIE ) ss:

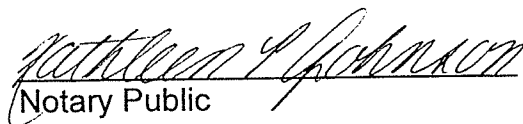
On the 8<sup>th</sup> day of March, in the year 2013, before me, the undersigned, personally appeared ANTHONY F. CARUANA, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to 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.

SUSAN M. MATTELIANO  
Notary Public, State of New York  
Qualified in Erie County  
My Commission Expires Sept. 14, 2013  
Reg #01MA6211368

  
Notary Public

STATE OF NEW YORK )  
COUNTY OF ERIE ) ss:


On the 5<sup>th</sup> day of February, in the year 2013, before me, the undersigned, personally appeared PATRICK MANG, 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

KATHLEEN P. JOHNSON  
Notary Public, State of New York  
Qualified in Erie County  
My Commission Expires Feb. 16, 2014

STATE OF NEW YORK     )  
COUNTY OF ERIE        ) ss:

On the 22<sup>nd</sup> day of January, in the year 2013, 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

SHAWN P. MARTIN  
No. 02MA6151767  
Notary Public, State of New York  
Qualified in Erie County  
My Commission Expires 08/28/2014