

Meeting called to order by Gary A. Eppolito, Town Supervisor

**Roll Call**

Invocation delivered by \_\_\_\_\_

Pledge of Flag led by \_\_\_\_\_

\*\*\*\*\*

1. **Approval of Minutes**
  - a) T/BD Mtg 8/9/12
2. **Public Comment**
3. **Monthly Reports:**
  - a) Code Enforcement Officer/Building Inspector report
  - b) Dog Control Officer
  - c) Nutrition Site Report - August 2012
  - d) Judge Gibbin Report - July 2012
  - e) Judge Frank Report - July 2012
  - f) Nutrition Site Report - July 2012
  - g) Supervisor Report - July 2012
  - h) Fire Department
  - i) Highway Superintendent
4. **New Business:**
  - a) Audit of the Bills
  - b) NYS Retirement Resolution
  - c) Resolution for Buffalo & Erie County Library
  - d) Set public hearing re: Local Law tax levy limit
  - e) Set public hearing re: CDBG
  - f) Set public hearing re: 2013 Preliminary Budget
5. **Old Business:**
6. **Consent Agenda:**
  - a) Village of Springville Resolution
  - b) Amvets liquor license
  - c) Springville Moose liquor license
  - d) KB Dirty Girl 3k Mud Run
  - e) NYS Home & Community Renewal
  - f) Library Board minutes 6/7/12
  - g) Southtowns Community Enhancement Coalition 8/2/12
  - h) Control Center 8/16/12 minutes
  - i) Rural Transit Steering Committee 9/20/12
7. **Councilman Notes**
8. **Motion To Adjourn In Memory of:**

## STANDARD WORK DAY AND REPORTING RESOLUTION

BE IT RESOLVED, that the Town of Concord hereby establishes the following as standard work days for elected and appointed officials and will report the following days worked to the New York State and Local Employees' Retirement System based on the record of activities maintained and submitted by these officials to the clerk of this body:

### ELECTED OFFICIALS

Position	Name	S.S.	Reg. No.	Standard Day	Term	Time Keeping	Day/Month
Town Clerk	Darlene G. Schweikert	8360	40850547	6	01/01/12-12/13/12	N	23.68

On this 14th day of September, 2012

I, Darlene G. Schweikert, clerk of the governing board of the Town of Concord of the State of New York, do hereby certify that I have compared the foregoing with the original resolution passed by such board, at a legally convened meeting held on the 13th day of September, 2012 on file as part of the minutes of such meeting, and that same is a true copy of thereof and the whole of such original.  
I further certify that the full board, consists of 5 members, and that \_\_\_\_\_ such members were present at such meeting and that \_\_\_\_\_ of such members voted in favor of the above resolution.

IN WITNESS WHEREOF, I have hereunto Set my hand and the seal of the Town of Concord.

\_\_\_\_\_  
Signature of Town Clerk

Date enacted: \_\_\_\_\_

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“Memorandum”) is entered into by and between the Buffalo & Erie County Public Library (hereinafter “B&ECPL”), located at 1 Lafayette Square, Buffalo, New York 14203, organized pursuant to the provisions of Chapter 768 of the Laws of 1953 and duly chartered by the Regents of the University of the State of New York to provide library services to the residents of Erie County, and the (NAME OF CONTRACTING LIBRARY) (hereinafter the “Contracting Library”), located at (ADDRESS OF LIBRARY), being a public library duly chartered by the Regents of the University of the State of New York to provide library services to the residents of (NAME OF MUNICIPALITY) (the “Municipality”). B&ECPL and the Contracting Library may be referred to herein collectively as the “parties.”

WHEREAS, both B&ECPL and the Contracting Library have experienced repeated budget cuts as a result of reductions in appropriations made by Erie County to B&ECPL for the support of library services; and

WHEREAS, B&ECPL can expect to have difficulty adequately funding all of its branches and contracting libraries given its current fiscal circumstances; and

WHEREAS, B&ECPL and the Contracting Library desire to improve the likelihood that the Contracting Library’s facilities can remain open and operational to serve the residents of Erie County including the Municipality; and

WHEREAS, B&ECPL and the Contracting Library have explored options for stabilizing funding, increasing accountability to voters and enhancing efficiency in the provision of library services to the residents of Erie County including the Municipality; and

WHEREAS, the Contracting Library, by resolution of its Board of Trustees dated \_\_\_\_\_, 201\_, has endorsed the creation of a special legislative district public library for this purpose, to serve the residents of Erie County and all the municipalities within the County including the Municipality, to be governed by a board of trustees elected by the voters of Erie County, and with funding determined by the voters of Erie County; and

WHEREAS, B&ECPL, by resolution of its Board of Trustees dated September 15, 2011, has determined to seek to create a special legislative district public library to serve the residents of Erie County and of all the municipalities within Erie County including the Municipality.

It is therefore agreed that, upon the creation by act of the State Legislature (“Special Legislation”) and approval by the voters of Erie County of a special legislative district public library to be known as the Buffalo & Erie County Public Library (the “Library District”), to serve all residents of Erie County including the Municipality, together with the grant to the

Library District of a charter by the Regents of the University of the State of New York, the following terms and expectations will govern the conduct of the parties:

1. Provision of Library Services. The Library District will provide free library services to the residents of Erie County, including the Municipality, consistent with the provisions of the Special Legislation creating the Library District and the charter granted to the Library District by the Regents of the University of the State of New York.
2. Termination of Charter. The charter of the Contracting Library will terminate upon the creation of the Library District, consistent with the provisions of the Special Legislation creating the Library District.
3. Designation of Contracting Library. The Contracting Library and its branches will be designated, known as, and referred to as “[NAME OF CONTRACTING LIBRARY OR BRANCH], a member of the Buffalo & Erie County Public Library.” Any change to the designation of the Contracting Library or branch must be approved by the Library District Board.
4. Assumption of Liabilities and Assets. Title to all liabilities and assets, including all property, real and personal, tangible and intangible, and all obligations, now held by the Contracting Library, will be transferred to, vested in, and acquired by the Library District, except as modified by the terms of paragraphs 5 and 6 hereof.
5. Real Property. FOR ASSOCIATION LIBRARIES: The Contracting Library will take all steps reasonable and necessary to authorize and effect the transfer to the Library District of the building(s) and other real property owned by the Contracting Library and currently used for the provision of free library services. FOR MUNICIPAL PUBLIC LIBRARIES: The parties understand that this Memorandum of Understanding has no effect on the ownership status of the building(s) and associated real property owned by the Municipality and currently used for the provision of free library services to the residents of the Municipality.
6. Personal Property. (a) Any personal property, tangible or intangible, transferred by the Contracting Library to the Library District pursuant to paragraph 4 hereof that constitutes any part of a prior gift, grant, devise, bequest or appropriation from the Contracting Library’s sponsoring Municipality, to the Contracting Library for the use or benefit of the Contracting Library, will be held, used and/or expended by the Library District only in a manner and for purposes consistent with those specified in the terms of the gift, grant, devise, bequest or appropriation, and consistent with the terms of paragraph 7 of this Memorandum. To assist in the effectuation of this provision, the Contracting Library will provide to the Library District an inventory, in the form of Exhibit A hereto, of all personal property, tangible and intangible, it proposes to transfer to the Library District pursuant to this paragraph 6, specifying such property that constitutes any part of a prior gift, grant, devise, bequest or appropriation, no later than sixty days after the passage into law of the Special

Legislation. The funds will be held and invested by the Library District pursuant to its Donation Receipt and Use Policy, as amended from time to time. To the extent a gift, grant, devise or bequest made subsequent to the creation of the Library District is designated as for the use or benefit of a Library District branch or branches with the Municipality, such personal property shall be the property of the Library District but shall be treated in accordance with this paragraph and paragraph 7 hereof.

(b) Notwithstanding the transfer of ownership of personal property of the Contracting Library to the Library District, the items identified in Exhibit B hereto shall continue to be housed in the library facility known as [NAME OF CONTRACTING LIBRARY (AND BRANCH, IF APPLICABLE)] unless and until said library facility shall no longer be used for library purposes, in which event the items identified in Exhibit B shall be disposed of pursuant to the provisions of paragraph 7(g) hereof.

(c) For purposes of clarity, the items identified in Exhibit C hereto are not the property of the Contracting Library and, therefore, will not be transferred from the Contracting Library to the Library District.

7. Advisory Board. The Library District will invite the establishment of an Advisory Board, to be constituted of at least five volunteer members who are residents of the Municipality and meet at least quarterly, to offer advice and recommendations to the Library District regarding the provision and administration of library services by any branch of the Library District located in the Municipality. An Advisory Board created pursuant to this provision will have no legal authority or responsibility for the governance and administration of the Library District. An Advisory Board duly established and operational pursuant to this paragraph 7 will carry out the following functions and responsibilities:

- a. Adopt by-laws to govern its organization and operations, such by-laws to require, inter alia, that the Advisory Board may conduct business only with a quorum of the Advisory Board present, that a quorum of the Advisory Board consist of at least a majority of the board, and that any member of the Advisory Board who fails to attend meetings of the Advisory Board for a period of nine months or longer shall be deemed to have resigned from membership on such Advisory Board;
- b. Communicate to the Library District the interests of the residents of the Municipality with respect to delivery of library services. In furtherance thereof, a quorum of the members of the Advisory Board shall meet at least annually with the Library District trustee elected from the legislative district within which the Municipality is located. The Library District Board's by-laws will require each trustee to hold an annual meeting with the advisory board of any Library District branch or branches located within the legislative district from which that trustee is elected;

- c. Recommend policies to the Library District regarding the delivery of library services to the residents of the Municipality;
- d. Recommend specific operating hours for any branch of the Library District located in the Municipality, within the confines of the total number of operating hours set for such branch by the Library District Board;
- e. Review each proposed annual budget for the Library District and provide input and recommendations;
- f. Provide to the Library District its recommended selection of a candidate to manage the operation of any branch of the Library District located in the Municipality;
- g. Make recommendations regarding the use, expenditure or final disposition of any personal property held by the Library District for the exclusive benefit of any branch of the Library District located in the Municipality pursuant to paragraph 6 of this Memorandum, which recommendations, if duly made by the Advisory Board, shall be binding upon the Library District unless overridden by a vote of more than sixty percent of the trustees of the Library District Board present at such vote; provided, however, that if such use, expenditure, or final disposition of personal property is reasonably likely to have a material impact on the operations of the Library District or to otherwise affect the budget of the Library District, such recommended use, expenditure or final disposition may be overridden by a simple majority of the Library District Board after the Library District has articulated to the Advisory Board the anticipated material impact of the recommended use, expenditure or final disposition. Notwithstanding the provisions of this paragraph 7(g), if the Advisory Board unreasonably fails to make recommendations regarding the use, expenditure or final disposition of such personal property, the Library District may proceed to make such determinations for the benefit of any branch of the Library District located in the Municipality, provided that the Library District gives the Advisory Board advance written notice of its intention to do so and 30 days to fulfill its obligations under this paragraph 7(g).
- h. Attend meetings of the Library District Board as requested by the Library District Board or desired by the Advisory Board;
- i. Perform planning, fundraising and community relations functions;
- j. Participate in subcommittees as requested by the Library District Board; and
- k. Be deemed an intended beneficiary of the Memorandum for the sole purpose of enforcing this Memorandum.

In the event that the Library District branch or branches within the Municipality have no duly constituted Advisory Board, or that the previously constituted Advisory Board has fewer than five members, meets less than quarterly, or otherwise fails to operate in accordance with its by-laws, the provisions of this paragraph 7 will have no effect.

8. Employees. All employees of the Contracting Library will become employees of the Library District to the extent permitted by and in a manner consistent with the relevant provisions of the Civil Service Law, the Education Law, the Regulations of the Commissioner of Education, and any applicable collective bargaining agreement then in effect.
9. Closure of Library Facility. It is the desire of the parties that the Library District will provide library services to the residents of the Municipality at the facility or facilities at which the Contracting Library now operates, but the parties understand that circumstances may arise that affect the feasibility of providing services at the facility or facilities. As a result, the Library District agrees to adopt a procedure by which the Library District will make any determination to cease to provide library services at the facility or facilities at which the Contracting Library now operates.
10. Miscellaneous. This Memorandum shall be binding upon the parties. All rights under this contract are nonassignable and nontransferable, except that all rights and obligations of B&ECPL shall be transferred and assigned to the Library District at such time as the Library District is created, funded and granted a charter by the Regents and, except as otherwise required by law, any attempt to assign or transfer any rights hereunder shall be void and unenforceable. There are no intended beneficiaries of this Memorandum except as expressly set forth herein, and this Memorandum may not be enforced by any person or entity other than the parties, except as expressly set forth herein.
11. Complaint Procedure. In the event the Advisory Board believes that the Library District has violated any term of this Memorandum, the Advisory Board must provide written notice of such purported violation to the Director of the Library District, with a copy to the president of the Library District Board, and provide the Library District a reasonable period in which to remedy such purported violation.
12. Execution of Additional Documents. B&ECPL and the Contracting Library will execute such documents as may be necessary to implement the terms of this Memorandum, including but not limited to leases, deeds, ancillary title transfer documents and applications to such courts and state agencies as may be required.

13. Entire Agreement. This Memorandum contains the entire agreement between the parties respecting its subject matter, and no modification of this Memorandum or any of its provisions shall be binding upon the parties, or their successors, unless made in writing and executed by the B&ECPL and the Contracting Library. After the grant of a charter to the Library District, any modification of this Memorandum must be executed by the Library District, as successor to the B&ECPL, and after the dissolution of the Contracting Library and creation of the Advisory Board, any modification of this Memorandum must be approved by the Advisory Board as an intended beneficiary of this Memorandum.

14. Continuation of the Contracting Library. Notwithstanding any provision of this Memorandum, the governance of the Contracting Library in effect as of the date of this Memorandum will continue in effect until such time as the Library District is created, funded and granted a charter by the Regents, or this Memorandum is terminated by the parties, whichever comes first.

Dated: \_\_\_\_\_, 2012 Buffalo & Erie County Public Library

By:

\_\_\_\_\_  
Chairperson  
B&ECPL Board of Trustees

[CONTRACTING LIBRARY]

By:

\_\_\_\_\_  
President  
Board of Trustees



Bill -

Updated version. Edited from first copy

12:05 pm

**RESOLUTION AGAINST THE PROPOSED LIBRARY  
MEMORANDUM OF UNDERSTANDING**

**WHEREAS**, the Buffalo and Erie County Public Library, through its Trustees and Senior Staff, continue to develop a Memorandum of Understanding, which would establish a top on down structure for governing the Library system; and

**WHEREAS**, the proposed top on down structure will strip local community boards of trustees of any authority over their local library; and

**WHEREAS**, this work is continuing without full discussion with either municipal government(s) affected by their actions, many of whom own the local libraries buildings and grounds; and

**WHEREAS**, this work is continuing also without on-going discussions with either the County Executive or County Legislature; and

**WHEREAS**, this process is putting pressure on local library boards of trustees to support this effort always with the fear of retribution if they don't go along with the process; and

**WHEREAS**, the Memorandum of Understanding proposes the setting up of a special taxing district for libraries, thus introducing another taxing level to local governments;

**NOW, THEREFORE, BE IT RESOLVED**, that the Association of Erie County Governments goes on record opposing this "Memorandum of Understanding" which sets up a new taxing district and strips our local Library Board of Trustees of its authority; and

**BE IT FURTHER RESOLVED**, that we urge our municipal Library Board of Trustees in Erie County not to sign this proposed Memorandum of Understanding.

Dated: August 17, 2012

Local Law No. \_\_\_\_\_ of the year 2011

City/Village of \_\_\_\_\_, County of \_\_\_\_\_

**A local law to override the tax levy limit established in General Municipal Law §3-c**

**Section 1. Legislative Intent**

It is the intent of this local law to allow the City/Village of \_\_\_\_\_ to adopt a budget for the fiscal year commencing \_\_\_\_\_ that requires a real property tax levy in excess of the "tax levy limit" as defined by General Municipal Law § 3-c.

**Section 2. Authority**

This local law is adopted pursuant to subdivision 5 of General Municipal Law §3-c, which expressly authorizes a local government's governing body to override the property tax cap for the coming fiscal year by the adoption of a local law approved by a vote of sixty percent (60%) of said governing body.

**Section 3. Tax Levy Limit Override**

The City Council/Board of Trustees of the City/Village of \_\_\_\_\_, County of \_\_\_\_\_, is hereby authorized to adopt a budget for the fiscal year commencing \_\_\_\_\_ that requires a real property tax levy in excess of the amount otherwise prescribed in General Municipal Law §3-c.

**Section 4. Severability**

If a court determines that any clause, sentence, paragraph, subdivision, or part of this local law or the application thereof to any person, firm or corporation, or circumstance is invalid or unconstitutional, the court's order or judgment shall not affect, impair, or invalidate the remainder of this local law, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of this local law or in its application to the person, individual, firm or corporation or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

**Section 5. Effective date**

This local law shall take effect immediately upon filing with the Secretary of State.

# VILLAGE OF SPRINGVILLE

Mayor:  
*William F. Trebe*

Trustees:  
*Alan L. Chamberlin*  
*Erwald S. Pohrey*  
*Ferry W. Skelton*  
*Nils A. Wikman*

Attorney:  
*Andrew A. Seeley*

Administrator/Clerk, Treasurer:  
*Timothy L. Horner*

Superintendent of Public Works:  
*Karl R. Lutz*

Electric Superintendent:  
*Norbert McCarthy*

Police:  
*John F. Fico*

Building Inspector/CEO:  
*Michael R. Kuleta*

*Incorporated April 11, 1884*

*5 W. Main St. / P. O. Box 17, Springville, NY 14141  
(716) 593-4986 / Fax (716) 592-7088 / TDD (716) 593-4244*

AUG 30 2012

TOWN OF CONCORD  
SUPERVISOR'S OFFICE

## Village of Springville, NY Resolution to Manage the Abandoned Buffalo & Pittsburg Railroad Right of Way Within the Village of Springville

WHEREAS, the Village of Springville Resolution of February 2, 2009 supports the Village participation in the conversion of the Buffalo & Pittsburg Railroad Right of Way within of the Village of Springville to a multiuse trail, and

WHEREAS, the Village of Springville Resolution of February 2, 2009 supports the conversion of the entire length of Buffalo & Pittsburg Railroad Right of Way to a multiuse trail, and

WHEREAS, the Buffalo & Pittsburg Railroad Right of Way within the Village has been abandoned with all assets removed since 2010, and

WHEREAS, the Pop Warner Trail Steering Committee has developed a concept plan to manage the 1.7 miles, 22.8 acres of the abandoned Right-of-Way within the Village boundary, and

WHEREAS, the Village has asked the Buffalo & Pittsburg Railroad for permission to manage the abandoned Right of Way within the Village, and

WHEREAS, the Village has received Right of Entries permits from the Buffalo & Pittsburg Railroad to hold special events to demonstrate the uses of a pedestrian trail on the abandoned Right of Way, and

WHEREAS, New York State has not yet rail banked the entire abandoned Right of Way, and

WHEREAS, the abandoned Right of Way is a public safety concern with the Village, and

WHEREAS, the abandoned Right of Way in its present condition is an impediment to the economic development of the Village, and

WHEREAS, the West End Business District is a Historic Preservation District through which the Buffalo & Pittsburg Railroad Right-of-Way passes, and

*Historic Springville*  
*Home of Glenn {Pop} Warner, Architect of Modern Day Football*

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability. (Not all prohibited bases apply to all programs)  
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WHEREAS, a goal of the Village of Springville is to support existing businesses and encourage positive economic revitalization and expansion, and

WHEREAS, a goal of the Village of Springville is to encourage beneficial employment opportunities and residential growth, and

WHEREAS, a goal of the Village of Springville is to provide healthy activities for youth and positive recreational opportunities for all age groups, and

WHEREAS, a goal of the Village of Springville is to encourage and support cultural opportunities and civic involvement, and

WHEREAS, a goal of the Village of Springville is to preserve and enhance its historic characteristics, and

WHEREAS, a goal of the Village of Springville is to expand opportunities for visitors through tourism, and

WHEREAS, a goal of the Village of Springville is to promote its quality education and health care opportunities to its residents and businesses, and

WHEREAS, the conversion of the Buffalo & Pittsburg Railroad Right-of-Way to a multiuse trail in Springville will promote the growth of regional tourism by making Springville a tourist destination point as a trailhead along a future multiuse trail, and

WHEREAS, the conversion of the Buffalo & Pittsburg Railroad Right-of-Way to a multiuse trail in Springville will transform an abandoned industrial transportation corridor to a landscaped, patrolled recreational green space within the Village, and

WHEREAS, the Village of Springville, after examination of documents supporting and opposing the conversion of the Buffalo & Pittsburg Railroad Right-of-Way to a multiuse trail in Springville, concluded that the economic benefits of the conversion within the Village surpass the financial burden to the Village, and

WHEREAS, the large number of road crossings and the available access through commercial and residential properties within the Village of Springville allow for easy access to the Right-of-Way and mitigate public safety risk along the proposed trail, and

WHEREAS, Erie Cattaraugus Rail Trail Inc. and the Village will provide the planning and financing to construct the trail within the Village of Springville and include a review process with the Village of Springville Board of Trustees, the Village of Springville Planning Board, and the Village of Springville Historic Preservation Commission, and

WHEREAS, the Village of Springville will communicate with owners of properties within the Village of Springville contiguous to the Buffalo & Pittsburg Railroad Right-of-Way and mitigate privacy, safety, and nuisance problems, and

WHEREAS, Erie County and New York State will cooperatively establish and maintain safe county road and state highway cross walks on the trail within the Village of Springville, and

NOW BE IT RESOLVED: The Village of Springville Board of Trustees seeks the right to manage the abandoned Right of Way of the Buffalo & Pittsburg Railroad in the Village of Springville in order to convert the abandoned Right-of-Way into a multiuse trail.

Adopted this 13 day of August 2012 by:

The Village of Springville Board of Trustees

Trustee Alan Chamberlin	Absent
Trustee Gerald Lohrey	Aye
Trustee Terry Skelton	Aye
Trustee Nils Wikman	Aye
Mayor William Krebs	Aye

William J Krebs

William J. Krebs, Mayor

8/14/2012  
Date