

REGULAR MEETING OF THE COMMON COUNCIL
MARCH 26, 2025
7:00 PM

PRESENT: Mayor Sandra Magiera
Council Members: John Hill, Kylee Johnson, Barry Smith
Michael Reed, Paul Myers
City Clerk: Tracy Chamberlain
Fire Chief: Tom Sturdevant
Assessor Trainee: Cynthia Smith
Human Resource Manager: Tina Rider

Mayor Sandra Magiera called the meeting to order at 7:00 PM. After the Pledge of Allegiance, Mayor Magiera asked for a moment of silence in memory of John (Jack) Bach.

Moved by Smith and seconded by Johnson:

RESOLVED: That we hereby approve and dispense with the reading of the minutes of the last regular meeting of March 12, 2025.

Adopted Ayes: Hill, Johnson, Smith, Reed, Myers
Nays: None

Agenda Item # 3 was withdrawn with no action taken.

Moved by Johnson and seconded by Smith:

RESOLVED: That we hereby approve the Memorandum of Agreement between the City of Salamanca and the Seneca Nation of Indians to create a dog park at Sycamore Park and further authorize the Mayor to sign such agreement.

Mayor Magiera stated this is a joint project the City has working on with the Seneca Nation of Indians. She noted that the SNI will be completing the dog park and the City will be working on improvements to the full-size basketball court, the tennis court and to include a pickleball court.

Adopted Ayes: Hill, Johnson, Smith, Reed, Myers
Nays: None

Moved by Smith and seconded by Johnson:

RESOLVED: That we hereby approve the three-year subscription with SeeMyLegacy, Rocky River, OH for the community giving digital platform for a total cost of \$6,897.00.

Clerk Chamberlain noted this platform will be used for memorials and for fundraisers such as dog park benches, as well as the Historical Society and Youth Center. Individuals could donate on the webpage and the funds will go to the proper account.

Adopted Ayes: Hill, Johnson, Smith, Reed, Myers
Nays: None

REGULAR MEETING OF THE COMMON COUNCIL
MARCH 26, 2025
PAGE TWO

Moved by Hill and seconded by Myers:

RESOLVED: That we hereby appoint Andrew Sawyer, Salamanca, NY as Department of Public Works Class B Driver, according to the current Union Contract, effective March 24, 2025, with one year probation.

Adopted Ayes: Hill, Johnson, Smith, Reed, Myers
Nays: None

Moved by Hill and seconded by Smith:

RESOLVED: That we hereby approve the annual agreement with the SPCA of Cattaraugus County for services pertaining to dogs effective April 1, 2025.

Adopted Ayes: Hill, Johnson, Smith, Reed, Myers
Nays: None

Moved by Hill and seconded by Smith:

RESOLVED: That we hereby waive the agenda rule to consider other business.

Adopted Ayes: Hill, Johnson, Smith, Reed, Myers
Nays: None

Moved by Hill and seconded by Johnson:

RESOLVED: That we hereby appoint Jesse Wilson, Salamanca, NY as Part-time Laborer for the Department of Public Works effective March 25, 2025.

Adopted Ayes: Hill, Johnson, Smith, Reed, Myers
Nays: None

Moved by Hill and seconded by Reed:

RESOLVED: That we hereby authorize Urban Engineers of New York, DPC, Buffalo, NY, to resume work and provide engineering services for the Washington Street reconstruction project for an estimated cost of \$91,693.00.

Adopted Ayes: Hill, Johnson, Smith, Reed, Myers
Nays: None

Under Communications from the Mayor and Council:

- Council Member Smith welcomed Mayor Magiera back and thanked Council President Johnson and Mayor's Secretary Glenda Taylor-Welch for their help.
- Mayor Magiera thanked everyone for helping while she was out of the office. She noted she was in daily contact with the offices and Council President Johnson. She also appreciated the meal deliveries.
- Mayor Magiera noted that the City will begin working on the Salamanca Summer Fest. A Falling Leavers Festival meeting was held and more volunteers are needed.

REGULAR MEETING OF THE COMMON COUNCIL
MARCH 26, 2025
PAGE THREE

- Saturday April 12th will be the Drive-thru Easter Egg Parade from Noon to 2:00.
- Council Member Reed stated we are going to miss Mr. Bach, as he did care for the community and his neighborhood and we need more people that feel that way.

Moved by Hill and seconded by Reed:

RESOLVED: That the bills be paid as warranted and recommended by the appropriate Commissions and/or Department Heads, the City Comptroller and City Clerk and that the reports of the Police Chief, Fire Chief and DCO for the month of February 2025, are hereby accepted and filed.

Vendor Number	Vendor Name	Payment Date	Payment Amount	Number
1029	10-75 EMERGENCY LIGHTING, LLC	03/14/2025	248.11	4548
0382	AUTOZONE, INC.	03/14/2025	34.48	4549
0186	CASELLA WASTE SYSTEMS, INC.	03/14/2025	104.21	4550
0193	GALLS PARENT HOLDINGS, LLC	03/14/2025	243.82	4551
1363	INTEGRATED FIRE PROTECTION LLC	03/14/2025	652.60	4552
1045	LAWLEY BENEFITS CONSULTING	03/14/2025	1,500.00	4553
1542	LOGAN GRINOLS	03/14/2025	240.00	4554
0931	RICOH USA (PO BOX 41564)	03/14/2025	57.89	4555
0412	TOM STURDEVANT	03/14/2025	341.60	4556
1388	UBEO, LLC	03/14/2025	182.12	4557
0098	WORTH W SMITH	03/14/2025	30.00	4558
0956	APPLIED CONCEPTS, INC	03/21/2025	194.00	4559
1392	ARMSTRONG UTILITIES, INC.	03/21/2025	150.45	4560
1580	BIRKMIRE TRANSPORTATION SOLUTIONSA	03/21/2025	5,400.00	4561
1097	BREEZELINE	03/21/2025	152.47	4562
0122	ELAN FINANCIAL SERVICES	03/21/2025	2,554.17	4563
1363	INTEGRATED FIRE PROTECTION LLC	03/21/2025	237.00	4564
1579	JYD INDUSTRIES	03/21/2025	173.90	4565
1581	SEEMYLEGACY	03/21/2025	6,897.00	4566
1069	TIM HAYNOSKI	03/21/2025	93.45	4567
0591	TUSTIN SWIFT	03/21/2025	51.65	4568
0831	METROPOLITAN TELECOMMUNICATIONS	03/26/2025	2,344.05	4569
1069	TIM HAYNOSKI	03/26/2025	78.45	4570
0526	PATROLPC	03/26/2025	1,328.63	4571
0098	WORTH W SMITH	03/26/2025	17.59	4572
0581	BOUND TREE MEDICAL, INC.	03/26/2025	2,601.71	4573
0681	IRVIN ROBINSON III	03/26/2025	378.60	4574
1023	RANDOLPH AUTO SUPPLY	03/26/2025	318.83	4575
0625	ROCK-N-RESCUE/J.E. WEINEL, INC	03/26/2025	330.11	4576
0469	STRATE WELDING SUPPLY CO., INC.	03/26/2025	69.75	4577
1543	UNIFORM OUTFITTERS	03/26/2025	45.00	4578

REGULAR MEETING OF THE COMMON COUNCIL
MARCH 26, 2025
PAGE FOUR

0326	AUSTIN LOCKSMITHING, INC	03/26/2025	11.00	4579
0571	CYNCON EQUIPMENT, INC	03/26/2025	258.50	4580
0164	GRAINGER	03/26/2025	522.66	4581
0277	JAMESTOWN MACADAM, INC	03/26/2025	183.56	4582
0683	LANDPRO EQUIPMENT LLC	03/26/2025	1,464.90	4583
0886	LARRY ROMANCE & SON, INC.	03/26/2025	57.30	4584
0515	NOCO ENERGY CORP.	03/26/2025	26,382.38	4585
0240	SCHUBERT ENTERPRISES, LLC	03/26/2025	288.00	4586
0575	SHERWIN-WILLIAMS	03/26/2025	149.75	4587
0937	SOUTHWORTH-MILTON, INC	03/26/2025	2,008.76	4588
1060	W.B. MASON CO. INC	03/26/2025	96.25	4589
1140	ESI	04/01/2025	3,364.32	4590
1205	HIGHMARK BCBSWNY (MEDICARE 286543)	04/01/2025	446.00	4591
0148	NYCOM	04/01/2025	2,954.00	4592
1393	PETRUZZI INSURANCE AGENCY	04/01/2025	191,982.99	4593
0570	SCOTT J COLLINS	04/01/2025	1,459.00	4594
1238	AMAZON CAPITAL SERVICES	03/21/2025	161.00	8000024
1238	AMAZON CAPITAL SERVICES	03/26/2025	1,250.39	8000025

Adopted Ayes: Hill, Johnson, Smith, Reed, Myers
Nays: None

Public Discussion:

- Resident Kathi Gimbrone reiterated what was said about Mr. Bach, and noted the City needs more people that care about the City like he did. She also discussed the code enforcement reports and code violation at various properties. Assessor Trainee Cindy Smith noted there are new procedures and communications with the Seneca Nation of Indians. Fire Chief Tom Sturdevant asked Ms. Gimbrone to stop in the office to see him regarding code enforcement changes.
- Resident Nicole Small spoke about possibly creating a foreign relations administrator to help improve communications and help interpret policies with the SNI and New York State.
- Ms. Small suggested looking into options for audio/visual attendance to meetings.
- Council Member Reed stated the City does not have full time IT staff to administer such systems. The Press attends the meetings and meeting agendas are available. He also noted the SNI and City have had joint meetings.
- There was discussion regarding the benefits of being a City, rather than a Village or Town, for State Aid and various funding.
- Ms. Small noted her concerns with emergency services access if there was a crisis in the City.
- There was some discussion regarding a City Administrator.

REGULAR MEETING OF THE COMMON COUNCIL
MARCH 26, 2025
PAGE FIVE

- Cindy Smith noted, in the spirit of Mr. Bach, to follow up on the treatment of community members attending another municipalities meetings. She asked if there is a way to let them know not to treat residents and the public in such manner.
- Ms. Small asked about disability access to meetings. It was explained that there is handicap access entrances and the City could look into grant funds to pursue a system.
- Clerk Chamberlain stated that individuals can and should contact her to request assistance when needed. She also noted the webpage will be updated with locations on City meetings.

Moved by Johnson and seconded by Reed:

RESOLVED: That the Mayor and Council enter into executive session for the purpose of discussing employment history of a particular person under the provisions of the State's Open Meetings Law.

Adopted Ayes: Hill, Johnson, Smith, Reed, Myers

Nays: None

Moved by Reed and seconded by Myers:

RESOLVED: That the Mayor and Council reconvene after approximately one hour and twenty minutes in executive session.

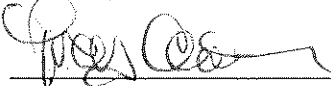
Adopted Ayes: Hill, Johnson, Smith, Reed, Myers

Nays: None

Moved by Myers and seconded by Reed:

RESOLVED: That we hereby adjourn – 9:22 PM.

Carried.



Tracy Chamberlain, City Clerk

Dated: March 31, 2025

THE ABOVE RESOLUTIONS, AS ADOPTED BY THE COMMON COUNCIL, ARE
HEREBY APPROVED.

Sandra Magiera, Mayor

Dated: _____, 2025

MEMORANDUM OF AGREEMENT

This MEMORANDUM OF AGREEMENT ("Agreement"), is entered into and effective the ___ day of March, 2025, ("Effective Date") by and between the Seneca Nation of Indians ("Seneca Nation"), a sovereign, self-governing, Indian Nation, and the City of Salamanca ("City"), a political subdivision of the State of New York.

WHEREAS, the Seneca Nation owns the Allegany Territory pursuant to treaties between the Seneca Nation and the United States; and

WHEREAS, the City operates almost entirely on land leased from the Seneca Nation within the Allegany Territory; and

WHEREAS, the Seneca Nation and the City recognize that Seneca and non-Seneca community members in and around the City and on the Allegany Territory benefit whenever their respective governments can work together; and

WHEREAS, from time-to-time, the Seneca Nation and the City have worked cooperatively and successfully to enhance their shared community; and

WHEREAS, the Seneca Nation and the City have orally agreed to undertake certain activities with respect to the planning, construction, operation, and ongoing maintenance of a dog park to be located at Sycamore Park on the Allegany Territory within the City; and

WHEREAS, the Seneca Nation and the City desire to memorialize their oral agreement in writing to ensure a clear understanding of their respective obligations, duties, and responsibilities with respect to the planning, construction, operation, and ongoing maintenance of the dog park;

NOW, THEREFORE, in consideration of the terms of, and the mutual covenants contained in, this Agreement and other good and valuable consideration, receipt of which is hereby acknowledged, the Seneca Nation and the City hereby agree as follows:

1. Scope of Work

To create a dog park at Sycamore Park that is approximately 0.5 acres in total size with octagonal corners and a fenced-in area so large and small dogs can be separated (all as generally described in Attachment A). Fence posts are to be made from pressure treated lumber with galvanized welded wire fencing affixed thereto. The dog park will also have two water stations, with one water station being ADA compliant, and adequate waste disposal stations throughout. The dog park shall also have appropriate signage designating it as a public area and informing the public of the dog park rules for owners and dogs. All work shall be performed in a workmanlike manner. The commencement of and scheduling of the work shall be mutually-agreed to by the Seneca Nation and City.

2. Seneca Nation's Commitments

(a) Purchase all construction materials including the materials necessary for the infrastructure of the dog park.

(b) Provide in-kind services for the installation of necessary infrastructure and the construction of the dog park, as will be mutually-agreed upon by the Seneca Nation and City.

3. City's Commitments

(a) Obtain the necessary permissions or use agreements to authorize the construction of the dog park at Sycamore Park.

(b) Provide in-kind services for the installation of necessary infrastructure and the construction of the dog park, as will be mutually-agreed upon by the Seneca Nation and City.

(c) Once construction of the dog park is complete, the dog park, as well as all improvements and fixtures thereto, shall merge with and become a part of the Lease premises under Lease no. CS-01336, and the City shall have the sole responsibility to operate and maintain the dog park to ensure that it remains suitable for its intended use.

4. Community Involvement

Both the Seneca Nation and the City agree to use their best efforts to encourage Senecas, City resident, local businesses, civic organizations, youth groups, and dog park users to volunteer services or raise funds for the ongoing operation and maintenance of the dog park. The City, in consultation with the Seneca Nation, will maintain approval authority over all proposed improvements to the dog park that results from such community involvement.

5. Insurance

(a) The Seneca Nation will insure its employees for any activities required for the performance of its obligations under this Agreement. The Seneca Nation shall maintain insurance coverage in at least the types and amounts set forth in the attached certificate of insurance, and shall name the City as additional insured with respect to such coverage.

(b) The City will insure its employees for any activities required for the performance of its obligations under this Agreement. The City shall maintain insurance coverage in at least the types and amounts set forth in the attached certificate of insurance, and shall name the Seneca Nation as additional insured with respect to such coverage.

6. Term

This Agreement shall be effective as of the Effective Date written above. This Agreement shall remain in place until such time as either the Seneca Nation or the City elect to terminate this Agreement.

7. No Waiver of Sovereign Immunity

By entering into this Agreement, the Seneca Nation does not intend to waive its sovereign immunity, and nothing in this Agreement shall be construed as a waiver of any kind of the Seneca Nation's sovereign immunity.

IN WITNESS WHEREOF, the Seneca Nation and the City have hereunto made and executed this Agreement as of the Effective Date first written above.

Seneca Nation

City of Salamanca

J. Conrad Seneca, President

Sandra Magiera
Sandra Magiera, Mayor

Date: _____

Date: 3-27-25

ATTACHMENT A

Allegany Territory Dog Park Proposal

Overview

Based on community input, it was suggested that the Seneca Nation explore the possibility of creating a dog park on the Allegany Territory. The idea for the dog park came after hearing from multiple community members who stated they had been traveling to Jamestown, Olean and Ellicottville to take their pets to these locations for exercise and play.

A request for comment was put out on 3/12/2024 via the SNI Newsletter as well as on Facebook/Instagram. The comment window closed as of 5/1/2024 and there were 19 written comments submitted, 7 comments and 23 likes on Facebook/Instagram, and 4 phone messages in support of the Dog Park.

Goals

1. Create outdoor activities that can support a healthier community by encouraging exercise, togetherness, and responsibility.
2. Construct the dog park using Nation/City resources and community volunteers.
3. If possible, make connections to local assets. i.e.: Pennsy Trail, West End Trail, City Parks, etc.

Scope of Work

Create a dog park approximately 0.5 acres in total size. Corners of the fenced in area should avoid 90-degree corners and look to have a separate fenced in area for dogs to be separated. Fence posts to be 4x4 + 6x6 pressure treated lumber with 5' galvanized welded wire fencing. Add approximately two water stations and a respectable amount of waste disposal stations throughout.

Potential Locations

1. Vacant Lot Next to Seneca One Stop
 - a. Pros: Good Visibility, Connects to SNI and Local Assets as well as close to Pennsy Trail. Good Parking.
 - b. Cons: Ideal lot for other development so Dog Park could eventually be pushed out.
2. Sycamore Park
 - a. Pros: Good location in the heart of Territory/Salamanca. Already connected to City Sidewalks, Basketball/Tennis Courts. Already water fountain in place but could be updated. Adequate parking.
 - b. Cons: Susceptible to vandalism.
3. Old Hospital Site (next to Pennsy Trail)
 - a. Pros: Directly connects to Pennsy Trail, Plenty of room for expansion and parking. Potentially less susceptible to vandalism.
 - b. Cons: Proximity to residents' homes, ideal spot for development. Not great walkability for West End.

4. Crowley Park
 - a. Pros: Lots of green space to work with and playgrounds, fields nearby. Parking is ok.
 - b. Cons: Not great access or walkability. Vulnerable to vandalism/crime. No current drinking/water fountains.
5. Empty lot next to SALC.
 - a. Pros: Nation owned property, next to playground and within walking distance to other SNI assets including Pennsy Trail.
 - b. Cons: Next to childcare facility.

Cost & Payment

Description	Price per unit	Projected Price	Actual Price	Total
Approx. 0.5 acres Dog Park – Materials	\$6,000	\$6,000		
Fido + Me ADA Water Fountain (2)	\$6,730	\$13,460		
Dog Park Welcome Sign (1)	\$378	\$378		
Pet Waste Stations (4)	\$495	\$1,980		
Premium Dog Park Welcome Sign (1)	\$791	\$791		
Site Work For Water Line to Water Fountains	Variable based on location			

Running Total: \$22,609