

**Town of Fenner
Town Board Meeting
March 9 2022**

**SUPERVISOR JONES
COUNCILPERSON CODY
COUNCILPERSON PUSHLAR
COUNCILPERSON STRACK -absent
COUNCILPERSON WESTER
TOWN CLERK DOLAN**

**Town Residents –
Chloe Pushlar**

The regular meeting of the Fenner Town Board was called to order at 8:04 PM by Supervisor Jones with the Pledge of Allegiance.

Councilperson Wester motioned to accept the February Town Board meeting minutes amended with correction spelling of name Balenske. Seconded by Councilperson Pushlar Approved by the Board.

Councilperson Pushlar motioned to accept the Town Clerk's Monthly Report as presented. Seconded by Councilperson Cody. Approved by the Board.

Councilperson Wester motioned to accept the Supervisor's January Monthly Report as presented. Seconded by Councilperson Cody Approved by the Board.

Councilperson Cody motioned to accept the Supervisor's February Monthly Report as presented. Seconded by Councilperson Pushlar Approved by the Board.

The Highway Superintendent report was presented and available for review at the town offices. Superintendent Conklin – banks pushed back due to flooding, maintained trucks, cleared downed trees, made sander chains with Cazenovia, cleaned and maintained the garage, Chevy PU still waiting for parts. Shared services with the county have been utilized by the highway dept.

Councilperson Pushlar motioned to accept **Resolution 2022-14** seconded by Councilperson Wester Approved by the Board.

**RESOLUTION NO. 2022 - 14
OF THE TOWN BOARD
OF THE TOWN OF FENNER**

A RESOLUTION APPROVING Madison County has been requested by the Town of Fenner to have the Madison County Treasurer collect real property taxes on behalf of the Town, jointly and concurrently with the tax collecting officer of the Town
MUNICIPAL COOPERATION AGREEMENT

THIS AGREEMENT, by and between the **MADISON COUNTY**, a municipality of the State of New York, John M. Becker, Chairman, Madison County Board of Supervisors, with principal offices at 138 N. Court Street, Wampsville, NY 13163 (mailing: PO Box 635, Wampsville, NY 13163) hereinafter called the "County" and, the **TOWN OF FENNER**, with principal offices at 3151 Fenner East Road, Cazenovia, NY 13035 hereinafter called the "Town";

W I T N E S S E T H

WHEREAS, Madison County has been requested by the Town of Fenner to have the Madison County Treasurer collect real property taxes on behalf of the Town, jointly and concurrently with the tax collecting officer of the Town, all as authorized by Real Property Tax Law Section 578 (2) (a and b); and

WHEREAS, the Madison County Treasurer has the ability and the expertise to collect said real property taxes on behalf of the Town; and

NOW, THEREFORE, the parties hereto do mutually agree as follows:

- 1) **TERM:** Upon approval of the Fenner Town Board and the Madison County Board of Supervisors, the term of this contract shall be from January 1, 2022 through December 31, 2022. This contract may be terminated without cause by either party hereto at any time upon thirty (30) days written notice of the intention to so terminate. Both parties reserve the right to terminate this agreement for cause at any time.
- 2) **SCOPE OF SERVICES:** The County shall provide services as outlined in Schedule A attached hereto and made a part hereof.
- 3) **COMPENSATION:** In addition to the amounts set forth in Schedule A, the further consideration for this agreement will be the benefit to the taxpayers by expanding their options to pay their taxes.
- 4) **PAYMENT TO TOWN OF THE TOWN TAX LEVY:** The Town and the County shall both be jointly and concurrently authorized to collect the Town and County taxes that would otherwise be collected only by the Town. The County shall pay to the Town the funds due it on the Town tax levy (including special district funds and fire protection district funds) first out of funds collected. The remaining funds for the County tax levy shall be the property of the County. The payment to the Town shall be made within three days of the date that funds sufficient to pay the full amount due to the Town have been collected. In the event that the full amount due on the Town tax levy has not been collected by January 15, the amount then collected shall be paid to the Town within three days thereafter. Thereafter the amount collected shall be paid to the Town every fifteen days

until the full amount due to the Town under the tax levy has been collected and paid over to the Town. Thereafter, sums collected shall be the property of the County, except as otherwise provided in Schedule A.

- 5) **ASSIGNMENT:** Both parties agree that they shall not assign, transfer, convey, subcontract or otherwise dispose of this contract or their responsibility to perform under this contract or their right, title or interest in and/or to the same, nor any part thereof, nor to any monies which are or will become due and payable to them thereunder, nor the power to execute such contract to any other person, company or corporation without the prior express written consent of the other party.
- 6) **HOLD HARMLESS:** Regarding the operations and responsibilities concerning this Agreement, the Town of Fenner further covenants and agrees to indemnify, defend and hold harmless Madison County, its officers, agents and employees from and against any and all loss or expense that may arise by reason of liability for damage, injury or death, or for invasion of personal or property rights, of every name and nature, and whether casual or continuing trespass or nuisance, and any other claim for damages arising at law and equity alleged to have been caused or sustained in whole or in part by or because of any omission of duty, negligence or wrongful act on the part of the Contractor, his employees or agents in connection with this Agreement.

Regarding the operations and responsibilities concerning this Agreement, Madison County further covenants and agrees to indemnify, defend and hold harmless the Town of Fenner, its officers, agents and employees from and against any and all loss or expense that may arise by reason of liability for damage, injury or death, or for invasion of personal or property rights, of every name and nature, and whether casual or continuing trespass or nuisance, and any other claim for damages arising at law and equity alleged to have been caused or sustained in whole or in part by or because of any omission of duty, negligence or wrongful act on the part of the County, his employees or agents in connection with this Agreement.

- 7) **STATUTORY COMPLIANCE:** In acceptance of this Agreement, both parties covenant and agree to comply in all respects with all Federal, State and County laws, rules, regulations and ordinances which pertain hereto and to the performance hereof, including but not limited to those regarding services for municipalities including but not limited to Workers' Compensation and Employers' Liability Insurance, hours of employment, wages and human rights.
- 8) **CONTRACT MODIFICATIONS:** This agreement represents the entire and integrated agreement between the County and the Town and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement may be amended only by written instrument signed by both the County and the Town.
- 9) **SEVERABILITY:** If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and every other term and provision of this Agreement shall be valid and enforced to the fullest extent

permitted by law.

10) **CLAUSES REQUIRED BY LAW:** The parties hereto understand and agree that each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein, and if through mistake or inadvertence such provision is not inserted, said clause shall be deemed to have been inserted and shall have the full force and effect of law.

11) **WAIVER:** No waiver of any breach or condition of this agreement shall be binding unless in writing and signed by the party waiving such breach. No such waiver shall in any way affect any other term or condition of this agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year hereinafter written.

MADISON COUNTY

DATED: _____

By: _____
John M. Becker
Chairman, Board of Supervisors

TOWN OF FENNER

DATED: _____

By: _____
David Jones, Supervisor

STATE OF NEW YORK)
COUNTY OF MADISON)

On the _____ day of _____, 2022 before me, the undersigned, personally appeared **John M. Becker**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public, State of New York
Appointed in _____ County
My Commission Expires _____ :

Notary

STATE OF NEW YORK)
COUNTY OF MADISON)

On the _____ day of _____, 2022, before me, the undersigned, personally appeared **David Jones**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose

name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public, State of New York
Appointed in _____ County
My Commission Expires _____ :

SCHEDULE A

SCOPE OF SERVICES

1.
 - A. The Madison County Treasurer will maintain daily contact with the Town Tax Collector so that information between the two is as accurate and current as possible.
 - B. The Madison County Treasurer will continue to collect taxes from corporations and NYS lands. The Town will receive credit for these payments when they settle up with Madison County in May.
 - C. All tax bills will specify that taxes shall be payable to the “Madison County Treasurer” at 138 N. Court Street, P.O. Box 665 Wampsville, NY 13163. All tax bills will also state the website (<https://www.xpress-pay.com>) where credit card payments and e-check payments can be made.
 - D. Taxes shall be delivered to the Madison County Treasurer. All checks received by the Town Tax Collector will be made payable to the Madison County Treasurer and mailed to the Madison County Treasurer daily. All cash payments and any credit card payments or e-check payments made on the x-press pay website will be handled by the Madison County Treasurer’s office.
2. In December, after the warrants are signed the tax bills will be mailed and the Town of Fenner will be issued an invoice for payment for the cost of mailing the tax bills. §922 NYS RPTL states that the cost of printing, stationery, and mailing such notices is a town charge and may not be paid by the County. 3 Op State Compt. 506, 1947.
3. During January:
 - A. The Madison County Treasurer’s office will upload the taxes from the Real Property Department into their tax accounting software.
 - B. The Madison County Treasurer’s office will process all payments in accordance with NYS RPTL. During the month of January, taxes are collected interest free.
 - C. The Madison County Treasurer’s Office will issue a check for the amount collected to the Town of Fenner for the amount “Due to Supervisor” based on the tax warrant by January 15. As soon as collections warrant the remaining balance (if any) of the tax warrant including special districts, will be paid to the Town of Fenner weekly until the “Due to Supervisor” balance is paid in full. The Town of Fenner Supervisor will be responsible for payment to all special districts based on the tax warrant.
 - D. Madison County will mail receipts to all property owners upon receipt of payment. All taxes that are paid through escrow will have a receipt sent to the property owner in accordance with §955 of the NYS RPTL which states that when a tax is paid by a Mortgage Investing Institution (MII), the receipt must be given or mailed to the property owner within three weeks after payment.
 - E. The Madison County Treasurer has the ability to accept partial payments only during the month of January and only for ½ of the current year tax bill that is in excess of \$100 as allowed by County Law, as stated on

the tax bill. The Madison County Treasurer also has the ability to accept payments by credit card and e-checks.

4. During February:

A. Tax collection as prescribed by the NYSRPTL will continue with a 1% interest charge.

B. The Madison County Treasurer's Office will submit a verified monthly statement of monies received as prescribed by §27 of the Town Law which requires town officers and employees to submit to the supervisor, verified monthly statements of monies received and, except as otherwise provided by law, to pay such moneys to the supervisor not later than the 15th day of the month following the month in which they were received. The collecting officers are mandated, therefore, under this section, to make monthly reports and remittances to the supervisor of all moneys collected that belong to the town.

In this instance it would be the 1% interest that is collected for the month. §924 of the NYS RPTL (3) states that "All interest received by the collecting officer shall belong to the city or town and shall be paid over to the treasurer or chief fiscal officer of the city or to the supervisor of the town."

5. During March:

A. Tax collection as prescribed by the NYSRPTL will continue with a 2% interest charge.

B. The Madison County Treasurer's Office will submit a verified monthly statement of monies received as prescribed by §27 of the Town Law.

C. In accordance with the §987 of the NYSRPTL, the County Treasurer's Office will send a dunning notice for all outstanding tax bills. The law prescribes that it be done between March 3 and March 16 with correct verbiage on them. Under §987 of the NYSRPTL, "The governing body of the municipal corporation may adopt a local law or resolution providing for the expense of mailing such notices, which shall be an additional penalty of not more than two dollars chargeable against the parcel." For the 2020 taxes, the Town of Fenner will impose a \$2 fee. The Madison County Treasurer will keep this fee towards any fees incurred by Madison County for tax collection expenses.

6. During April:

A. Tax collection as prescribed by the NYSRPTL will continue with a 3% interest charge.

B. The Madison County Treasurer's Office will submit a verified monthly statement of monies received as prescribed by §27 of the Town Law.

7. During May:

A. All taxes will be switched to delinquent using a mass account number change through the TCS System.

B. All tax information will be verified by the Town Tax Collector

C. Madison County will begin enforcement as usual.

CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the

Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act’s effective date, at which time it will be posted on the OGS website.

By entering into this Contract, Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Contractor agrees that after the list is posted on the OGS website, should it seek to renew or extend the Contract, it will be required to certify at the time the Contract is renewed or extended that it is not included on the prohibited entities list. Contractor also agrees that any proposed Assignee of the Contract will be required to certify that it is not on the prohibited entities list before Madison County may approve a request for Assignment of Contract

During the term of the Contract, should Madison County receive information that a person is in violation of the above-referenced certification, Madison County will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then Madison County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

Madison County reserves the right to reject any request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

Signed

Title

Company Name

Councilperson Cody motioned to accept **Resolution 2022-15** seconded by Councilperson Pushlar. Approved by the Board.
Individual vote -Councilperson Cody - aye Councilperson Pushlar - aye Councilperson -Wester - aye Supervisor Jones - aye.

TOWN OF FENNER
RESOLUTION 2022-15

2021 GENERAL - DECEMBER Budget Modifications (for MARCH 2022 mtg)

TO ADJUST FOR BUDGET SHORTFALLS

GENERAL

Current Appropriation Shortfall

A1410.4 Town Clerk - Contr Exp (\$382.14)
A1620.2 Buildings - Equipment (\$184.89)
A1620.42 Buildings - Repairs & Maint (\$55.89)
A1620.43 Buildings - Utilities (\$484.46)
A3310.4 - Traffic Control Signs (\$632.92)
A8020.11 Planning = Personal Srv (\$542.50)

TOTAL

(\$2,282.80

)

Transfer (from) to Increase
Appropriation (cover shortfall)

A1990.4 Contingency

TOTAL

Councilperson Cody motioned to accept **Resolution 2022-16** seconded by Councilperson Pushlar. Approved by the Board. **Individual vote** Councilperson Cody - aye Councilperson Pushlar - aye Councilperson -Wester -aye Supervisor Jones - aye.

TOWN OF FENNER
RESOLUTION 2022-16

2021 HIGHWAY - DECEMBER Budget Modifications (for MARCH 2022 mtg)

TO ADJUST FOR BUDGET SHORTFALLS

HIGHWAY

Current Appropriation Shortfall

Transfer (from) to Increase
Appropriation (cover shortfall)

DA5110.1 GEN RPR - PERSONAL SERVICE - HWY	(\$940.80)
	(\$4,737.82
DA5142.44 SNOW REMOVAL - SALT - HWY)
DA5142.45 - SNOW REMOVAL - GAS, DIESEL & OIL	(\$2,611.39)
	<u>(\$8,290.01</u>
TOTAL)

DA5142.1 SNOW RMVL PERSONAL SE

TOTAL

Old Business:

Handbook – we will contact our town attorneys to get this completed.

Comprehensive Plan - Volunteers: Sue Yanulis, Phil Rose, Dave Jones. The Town Board was asked to check with residents to try and involve the community.

Phone update - we will be switching to Spectrum for internet and switching from Windstream phone to the county for phones.

Town Supervisor updates – census - population is down in County.

Arpa funds - new funds in July, board discussed how to use these funds.

New Business - The Highway Department is considering working with Nelson to be part of their 7 year rotation for purchasing vehicles and equipment.

Public Comment none

VOUCHERS:

Councilperson Puslar moved to approve payment of the General Fund claims numbers G22- 20 – G22- 33 in the amount 4510.22 as set forth in abstract number 3 and as audited. Seconded by Councilperson Wester Approved by the Board.

Councilperson Pushlar moved to approve payment of the Highway Fund claims numbers H 22- 18- H-22-32 in the amount 41.766.09 as set forth in abstract number 3 and as audited. Seconded by Councilperson Cody. Approved by the Board.

ADJOURNMENT

Councilperson Wester moved to adjourn meeting at 9:03 pm seconded by Councilperson Pushlar Approved by Board

HANDOUTS AND REPORTS:

On file in the Town Clerk's Office.

Town Clerk Report –

Supervisors Report

Highway Superintendent Report

Resolution 2022-14

Resolution 2022- 15

Resolution 2022- 16