

**Town of Fenner  
Town Board Meeting  
July 13, 2022**

**Attendants:**

**SUPERVISOR JONES  
COUNCILPERSON CODY  
COUNCILPERSON STRACK  
COUNCILPERSON WESTER  
HIGHWAY SUPERINTENDENT CONKLIN  
DEPUTY TOWN CLERK MANDEL  
ABSENT – COUNCILPERSON PUSHLAR**

The regular meeting of the Fenner Town Board was called to order at 8:02 by Supervisor Jones with the Pledge of Allegiance.

Councilperson Strack motioned to accept the June Town Board meeting minutes. Seconded by Councilperson Cody. Approved by the Board.

Councilperson Strack motioned to accept the June Town Clerk’s Monthly Report as presented. Seconded by Councilperson Wester. Approved by the Board.

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

The Highway Superintendent report was presented and available for review at the town offices. Road work and maintenance included: cut pipes on Larkin Rd, removed downed trees on Peterboro Rd, removed old guard rail on Fossil Rd, mixed up cold pave, paved Fossil Rd, Paved Stable Rd, installed brake canister on the gradall excavator, hauled material for shoulders, mowed road sides, mowed cemeteries, put in cross culverts on Larkin Rd, put in cross culverts on Buyea Rd, put in cross culverts on Rouses Rd, cut branches on Wyss and Nelson Rds, picked up new Ferris mower, installed pipe on South Rd driveway, put new glass in mowing tractor, cleaned trees up from logging truck accident in Perryville, took manlift back to Cazenovia, installed new air valve on #6 truck, helped town of Nelson with paving, and took down tree on Swamp School Rd.

**New Business:**

Supervisor Jones commented on the alarm system proposal for the Town building, presented by Eastern Security Systems. Proposal was distributed to the board members for review. Councilperson Wester mentioned that if the Town building is to be used as an emergency center, then we need to have an alarm system. Supervisor Jones asked the board to consider the proposal.

Supervisor Jones spoke regarding a request from Wanderer's Rest Humane Association regarding a cat contract. This contract would assist both the Town and Wanderer's Rest in furnishing shelter to stray cats. The cost for the Town would be \$25 per cat in addition to daily boarding fees. The board agreed that this contract would not benefit the Town of Fenner.

Supervisor Jones commented on the increased rate for the Town's insurance through the Briggs, Bucciero and Smith Agency. Handout of the coverage and cost breakdown was passed out to the board. Councilperson Strack asked how much our rate would be reduced if we increased our auto deductible from \$500 to \$1,000. In addition, would our rate be reduced with the installation of the fire alarm system by Eastern. Supervisor Jones stated he would inquire regarding the possible rate reductions.

**RESOLUTION 2022 -26**  
**2023 Fenner Tax Collection Agreement**

Councilperson Strack motioned to accept **Resolution 2022-26 seconded** by Councilperson Wester. Approved by the Board.

**MUNICIPAL COOPERATION AGREEMENT**

**THIS AGREEMENT**, by and between **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";

**WITNESSETH**

**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, 2023 through December 31, 2023. 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 \_\_\_\_\_, 20\_\_ 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 \_\_\_\_\_, 20\_\_\_\_, 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 \_\_\_\_\_ :

\_\_\_\_\_  
Notary

**Resolution 2022-27**  
**Highway Fund Budget Modifications of \$7,158.65**  
**(move HWY Employee Benefits Health Ins -> Machinery)**

Councilperson Wester motioned to accept **Resolution 2022-27** seconded by Councilperson Strack. Roll call vote: Supervisor Jones-Aye, Councilperson Strack-Aye, Councilperson Wester-Aye, Councilperson Cody-Aye. The motion passed.

**Resolution 2022-28**  
**General Fund Budget Modifications of \$137.64**  
**(move Contingency -> PT Account Clerk)**

Councilperson Wester motioned to accept **Resolution 2022-28** seconded by Councilperson Strack. Roll call vote: Supervisor Jones-Aye, Councilperson Strack-Aye, Councilperson Wester-Aye, Councilperson Cody-Aye. The motion passed.

**Old Business:**

Fenner Church – Supervisor Jones mentioned that Phil Rose’s wife Beth is willing to help the town with grant writing for the church. Supervisor Jones thanked Mr. Rose for his wife’s offer.

Supervisor Jones stated that a new Board of Assessment Review person is being sought to fill an open position. Obligation entails meeting once a year with the Town’s Assessor on the 1<sup>st</sup> Tuesday of June for grievances. Online training is also required. Pay is \$50/year.

Supervisor Jones asked Phil Rose, a member of the Fenner Comprehensive Plan Committee, to provide an update on their work. Mr. Rose stated that at this time they are in the data collection phase and gathering a lot of information from the county. This includes information on housing vs agriculture and how the town wants to look moving forward. A survey will be going out to town residents for input. The survey will be electronic (residents will be notified via a postcard with the weblink) and a paper version will be available at the town for pickup.

**Public Comment:**

Dan Buttermann, candidate to represent the State Assembly’s 122 District, which includes Fenner and Oneonta introduced himself. Mr. Buttermann distributed maps of the 122th district, showing the expanse of the area. Only part of Madison County is covered in the 122th. His election is in November.

Scott Biggar from Liberty Renewables introduced himself to the board and present town residents. Molly is no longer with the company. He stated that they are currently proceeding with surveys and avian studies. The scope of the project has shifted as they are not looking to place as many turbines in Fenner but to adjacent areas of Eaton and Smithfield. There will be 14-17 600-650 ft tall turbines. Mr. Rose asked that Mr. Biggar meet with him and some other neighbors from Mutton Hill as this area is closest to the site. The timeframe for the project is still 4-5 years out.

**Vouchers:**

Motion to accept Highway Fund vouchers abstract **6 H-22-70 to H-83** in the amount of \$20,979.03 made by Councilperson Wester Seconded by Councilperson Strack.

Motion to accept General Fund vouchers abstract **6 G22-79 – G22-92** in the amount of \$5,867.42 made by Councilperson Cody, Seconded by Councilperson Strack.

Councilperson Wester motioned to adjourn seconded by Councilperson Strack.

**Adjournment – at 8:56**

Respectfully submitted,  
Chris Mandel