

## **TOWN BOARD MEETING**

February 12, 2015

7:00 p.m.

Present: Robert Multer, Supervisor  
Wayne Dunton, Town Councilman  
Allan Button, Town Councilman  
Leon Button, Town Councilman  
Peter Gerbic, Town Councilman

Also Present: Dawn Kane, Code Enforcement Officer  
Arthur Radin, ZBA Chairman

Recording Secretary: Kathy Pelton

### **Minutes**

Supervisor Multer requested a motion to approve the minutes from January 8, 2015 and January 27, 2015. After a brief discussion, Councilman Allan Button made the motion to approve the minutes and Councilman Peter Gerbic seconded the motion.

\*All in favor; none opposed – Motion carried.

### **HIGHWAY SUPERINTENDENT – Tom Reifsteck**

No report.

### **CODE ENFORCEMENT OFFICER – Dawn Kane**

There was a snow load roof failure at one of the Document Reprocessor vacant buildings. In addition, there was a fire at the Folk Art Guild. The Fire Department worked for many hours in an effort to save the building.

The Master Plan is now on the Town's website; in addition, work to create a calendar of meetings is underway.

### **ZONING BOARD OF APPEALS – Arthur Radin**

The Board is working on updating paperwork (forms, applications, etc.) so that they can be posted on the Town's website for residents to access.

### **SUPERVISOR**

The Supervisor met with Richard Dollinger; he has purchased the Fisher property on So. Lake Road. Mr. Dollinger wants to put in guard rails (at his expense). This would require the road to be moved a little (the Town would cover this cost.) Board members agreed that this would be a good addition providing safety on the road and would be of benefit to all parties and residents of the Town.

The Memorial Day Parade Committee had its first meeting; the parade will be held in the Town of Middlesex this year.

Doug Hey notified the Supervisor of his intention to sell the gravel pit.

Supervisor Multer received the 2015 Inter-Municipal Animal (Dog) Control Agreement between Yates County and the Town of Middlesex. After review of the agreement and a brief discussion, Supervisor Multer requested a motion authorizing him to sign the Agreement. So moved by Councilman Wayne Dunton and Seconded by Councilman Leon Button.

\*All in favor; none opposed – Motion Carried.

Supervisor Multer received a Memorandum of Understanding Between the Yates County Legislature and the Town of Middlesex with the intent to assist in funding lifeguard services. After review of the Memorandum and a brief discussion, Supervisor Multer requested a motion authorizing him to sign the Agreement. So moved by Councilman Peter Gerbic and seconded by Councilman Allan Button.

\*All in favor; none opposed – Motion Carried.

### **NEW BUSINESS**

Councilman Allan Button attended the Canandaigua Lake Watershed Council meeting. Discussion included the potential for the need for additional monies to fund the research and work required for the Invasive Species Initiative.

### **BILLS AUDITED**

Councilman Allan Button made the motion to pay the bills and Councilman Peter Gerbic seconded the motion. All in favor; none opposed – Motion carried.

General Fund:	Vouchers No: 1016 to 1042	\$ 20,112.13
Highway Fund:	Vouchers No: 2010 to 2046	\$ 79,912.01
Water District:	Vouchers No: 3005 to 3006	\$ 49.60

\*All in favor; none opposed – Motion carried.

Councilman Allan Button made the motion to adjourn and Councilman Wayne Dunton seconded the motion.

\*All in favor; none opposed – Motion carried.

Meeting adjourned at 7:20 p.m.

**INTER-MUNICIPAL 2015 ANIMAL (DOG) CONTROL AGREEMENT  
BETWEEN YATES COUNTY AND INDIVIDUAL TOWNSHIPS**

This Inter-Municipal Agreement made between the County of Yates, and its Sheriff hereinafter referred to as the "COUNTY", and "SHERIFF" as first parties, and the Town of MIDDLESEX, hereinafter referred to as the "TOWN", second party, both COUNTY and TOWN being municipal corporations located within New York State.

- 1) This Inter-Municipal Agreement shall commence on JANUARY 1, 2015 and shall terminate DECEMBER 31, 2015.
- 2) The COUNTY, SHERIFF, and the TOWN mutually acknowledge as follows:
  - (a) That the COUNTY, and SHERIFF, are the co-employers of Animal (Dog) Control employees; the present employees are appointed by the SHERIFF, wherein the title is Animal Control Officer, and which position is hereinafter referred to as "ACO."
  - (b) That the COUNTY, and SHERIFF, is leasing a building located in the County of Yates from the Humane Society of Yates County, Inc. located in the Town Benton being used as the County Dog Pound, with additional services of a crematorium, hereinafter referred to as the "POUND".
  - (c) That this Agreement is made under the provisions of the revised Article 7 of the New York State Agricultural and Markets Law (NYSAML), and any reference herein to "Sections" shall mean sections of such law unless otherwise clearly indicated.
  - (d) That the TOWN is not the employer of the ACO, and it is the purpose of this Agreement that the COUNTY, and SHERIFF, provide to the TOWN the dog control services of the ACO, as hereinafter indicated.
- 3) In consideration of the mutual promises hereinafter made the COUNTY, SHERIFF, and the TOWN agrees that the ACO shall perform the following services in respect to animal and dog control within the TOWN:
  - (a) Shall seize any dog which is not identified, and which is not on the owner's premises.
  - (b) Shall seize any dog which is not licensed.
  - (c) Shall enforce the provisions of Section 121 (NYSAML) in respect to dangerous dogs and animals.
  - (d) Shall enforce, investigate and do reports on other applicable and appropriate provisions in the (NYSAML) associated with animal and dog control, incidents, and related services.
  - (e) Whenever the COUNTY shall make an Order under Section 122 in respect to the protection of deer or under Section 123 in respect to night quarantine, or under

- (m) It is mutually agreed by the COUNTY, SHERIFF, and the TOWN that the ACO is an employee of the SHERIFF and COUNTY, and not of the TOWN.
- (n) The TOWN agrees to make available to the ACO, or other SHERIFF employee performing ACO duties at reasonable times, such TOWN records as may be necessary for identification of dogs for the ACO to examine in providing the services under this agreement.
- (o) The TOWN agrees to distribute dog related license fees and surcharges pursuant to Section 110 and 117A of (NYSAML) consistent with the established TOWN local law for dog control purposes and fees are submitted to the COUNTY of Yates Treasurer or other appropriate entity wherein 50% of the statutory dog licensing fees including purebred fees established by the TOWN are submitted to the COUNTY for dog control ACO services as outlined in this agreement. At a minimum the established licensing fee must be at least \$5.00 more for an unspayed dog than the fee established for the spayed dog. Licensing surcharge fees collected are dispersed by the TOWN at minimum a \$1.00 assessment on licenses for altered dogs and at minimum a \$3.00 assessment on unaltered dogs to the administrative entity chosen by the state to administer the New York State Animal Population Control Program understanding that the TOWN may establish additional surcharges to cover cost of dog enumeration and identification tags, and such surcharges become the property of the TOWN.

4) IN WITNESS WHEREOF, by Resolution of the County Legislature the COUNTY has directed this Agreement to be executed by its Chairman and Sheriff and by Resolution of the Town Board the Town has directed this Inter-Municipal Agreement to be executed by its Supervisor as of the date written opposite their signatures.

Date: 1/9/2015, COUNTY OF YATES  
 BY: [Signature]  
 Chairman of the Legislature

Date: 2/12/15, TOWN OF MIDDLESEX  
 BY: [Signature]  
 Supervisor

Date: 12/12/14, SHERIFF OF YATES COUNTY  
 BY: [Signature]  
 Sheriff

SCHEDULE A  
DISTRIBUTION OF DOG FEES

The following is a breakdown of dog license fees collected by the towns and submitted to the Yates County Treasurer.

47% of the statutory fees collected is submitted to the Yates County Treasurer.

36% of this 47% is submitted by the Yates County Treasurer to the Department of Ag. and Markets and the balance is used for dog damages that occur in the current County fiscal year. At the end of the fiscal year if there have been no dog damage claims, or a balance exists, the funds are transferred to the County's General Fund to offset dog control costs.

53% of the statutory fees are submitted to the Yates County Treasurer for dog control.

Individual Towns charge local fees which are as follows:

Per dog charge

Barrington	2.50	Potter	2.50
Benton	2.50	Starkey	3.50
Italy	2.50	Torrey	2.50
Jerusalem	2.50		
Middlesex	2.50		
Milo	2.50		

Of these fees Yates County receives \$1.00 per dog licensed

Individual Towns charge local fees which are as follows:

Pure breeds

Barrington	5.00	Potter	0
Benton	5.00	Starkey	6.00
Italy	2.50	Torrey	5.00
Jerusalem	2.50		
Middlesex	2.50		
Milo	0		

Of these fees Yates County receives the following which is put into the County General Fund to offset dog control cost.

Barrington	3.50	Potter	0
Benton	2.50	Starkey	1.00
Italy	1.00	Torrey	3.50
Jerusalem	1.00		
Middlesex	1.00		
Milo	0		

Memorandum of Understanding  
Between  
**The Yates County Legislature**  
And  
**The Town of Middlesex**  
January 1, 2015-December 31, 2015

In recognition of the intent to assist in funding lifeguard services for the Town of Middlesex, the Yates County Legislature will include a line item in the 2015 Yates County budget with an allocation of \$1,026.00.

It is understood by and between the parties that each party has specific duties and functions to be performed and that each party shall fulfill its duties and functions as follows:


**Yates County Legislature** will provide above mentioned funds in a timely manner.

- Contingent on New York State aid to Yates County being received in a manner consistent with our expectations.
- Contingent on Yates County tax revenue being consistent with current expectations.
- Payments will be made to the town on the next date that checks are issued after a voucher is received, for a schedule of these dates, please contact the Yates County Treasurer.

**The Town of Middlesex** agrees to the following:

- The voucher will include documentation detailing the services provided including receipts for supplies, materials, and/or record of payroll.

In the event that either party shall cease to perform any of the duties or functions stated above, it shall so notify the other party immediately by written communication.

  
\_\_\_\_\_  
Signature  
Supervisor,  
Town of Middlesex

2/12/15  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature  
Chairman,  
Yates County Legislature

\_\_\_\_\_  
Date