

REGULAR MEETING, TOWN OF SHERMAN,

June 2, 2022

A regular meeting of the Town of Sherman Board was held on Thursday, June 2, 2022 at the Town Office Building, 111A Mill St, Town of Sherman, Chautauqua County, New York at 7:00 PM.

Present:	Mark D. Persons	Supervisor
	James L. Higginbotham	Council Member/ Deputy Supervisor
	Howard Crump	Council Member
	Tamera M Weise	Town Clerk

Absent: Ben Nickerson - Council Member, Dennis Sweatman - Highway Superintendent

Guests: Village of Sherman Mayor Colleen Meader, Greg Rater – Town Resident, Marty Proctor – County Legislator.

Supervisor Persons called the meeting to order at 7:00 and led the Pledge to the flag.

- Village Mayor Colleen Meader updated the Town Board on upcoming events happening in Sherman along with ideas that the Village has for the 2023 Town of Sherman Bicentennial celebration.
- County Legislator Marty Proctor discussed and answered any question on the new Workers Compensation Plan through Chautauqua County.

*Greg Osman CEO gave his monthly report as follows:

Number of inspections for May are 29
Number of inspections this year are 84
Number of Permits issued for May are 2
Number of Permits for the year are 7
Dollar Amount of Building Permits for May are \$ \$19,000
Dollar Amount of Building Permits for this year are \$419,000
Miles traveled for May are 108

Permits issued to:

Kathy Alday, 3402 Armenian Rd. for a shed.

Kristina Delcamp, 8604 Klondyke Rd for a pole barn.

APPROVAL OF MINUTES

RESOLUTION #23

Councilman James Higginbotham made the motion, seconded by Councilman Howard Crump to approve the minutes from the last board meeting. MOTION CARRIED.

RESOLUTION #24

ABSTRACTS/CLAIMS

Councilman Howard Crump made the motion, seconded by Councilman James Higginbotham to approve payment of General Claims #73 through #88 in the amount of

\$56,300.52, Highway Claims #61 through #75 in the amount of \$42,021.85 and Youth Claims #2 through #3 in the amount of \$487.06. MOTION CARRIED.

JUDGE'S REPORT – NO REPORT

CLERK/REGISTRAR'S REPORT

- Clerk Tamera Weise will be attending the Clerks Training at Houghton College on June 9, 2022.
- Clerk Weise reported that she had to have the glass replaced in the office door as a stone from neighbor Lyndon Smith's lawn mower hit the glass and shattered it. A bill will be sent to the Lindon Smith when it is received from D&S Glass.
- Terry Tallman has volunteered to work on putting together a map of the Slab City Cemetery.
- Clerk Weise asked for permission from the Town Board to repaint the office entrance. The Board gave their approval.

ASSESSOR'S REPORT

June Assessor's Report

- There were 7 deeds recorded in March.
- Grievance Day was held on Wednesday, May 25th with two petitioners.
- The Final Assessment Roll will be filed July 1, 2022 with the Chautauqua County Real Property Tax Office, and NYS Office of Real Property Tax Services.
- A legal notice will be placed in the Post Journal on July 1st as required by Real Property Tax Law, and a copy of the Final Assessment Roll will be available in the Assessor's Office, and on-line.

HIGHWAY SUPERINTENDENT REPORT

SUPERVISOR

Supervisor Mark Persons presented the following information to the Board:

- Brant Henning accepted to fill the vacancy on The Sherman Town Board, following the resignation of Councilwoman Bessie Endress.

RESOLUTION #24

Councilman James Higginbotham made the motion, seconded by Councilman Howard Crump to appoint Brant Henning as Councilman for the Sherman Town Board effective June 1, 2022. MOTION CARRIED.

- Supervisor Persons had several complaints on the condition of the Town Cemeteries. Supervisor Person, Councilman James Higginbotham, Highway Superintendent Sweatman and Cemetery Sexton Michael Courtney met to discuss the situation and came to agreement that the Highway Department assist at the cemetery in the months of May and before Sherman Day in Aug.

RESOLUTION #25

Supervisor Mark Persons made the motion, seconded by Councilman Howard Crump that The Town of Sherman Highway Dept. will assist at the Sherman Cemeteries in the month of May and the week before Sherman Day in Aug.

- Resident Steve Swan contacted The Town of Sherman in regards to the possibility of the town’s abandonment of the Barcelona Rd. Supervisor Persons has contacted the town attorney and will report back at the July meeting as to what attorney recommends.
- Supervisor Persons confirmed that both the Town and Village of Sherman has monies budgeted to cover the 2022 Youth Programs.
- Dog Control Officer Kelly Thornton has been approved by NYS Ag and Markets to shelter seized dogs in the proper facilities at her property. Kelly is asking that the Town of Sherman to enter into the following Dog Sheltering/Lease Agreement with her:

DOG SHELTERING AGREEMENT

THIS AGREEMENT, made this second day of **June 2, 2022** by and between **Kelly Thornton**, hereinafter referred to as the SHELTER and the **Town of Sherman**, hereinafter referred to as the MUNICIPALITY;

WITNESSETH:

WHEREAS, the **MUNICIPALITY** wishes to comply with the New York State Agriculture and Markets law as it pertains to seized dogs and;

WHEREAS, the **SHELTER** has personnel, animal shelter and proper facilities for the care and disposition of seized dogs in violation of the New York State Law or other ordinances, or seizure by the **MUNICIPALITY** for other violations:

NOW, THEREFORE, the **MUNICIPALITY** and the **SHELTER** agree as follows:

1. The **SHELTER**, agrees to hold seized dogs in accordance with the New York State Codes, Rules, Regulations, Title 1, Part 77, Standards for the Care of Seized Dogs.
2. The **SHELTER** shall release seized dogs as set forth in Article 7, of the Agricultural and Markets Law, Section 118. The **SHELTER** will complete all Seizure and Disposition Reports and will provide a copy to the municipal Fiscal Officer monthly.
3. It is agreed that any seized dog is the responsibility of the **MUNICIPALITY** until such dog is redeemed, adopted, or euthanize. However, the **FINANCIAL RESPONSIBILITY OF THE MUNICIPALITY** shall end when such dog is transferred to the **SHELTER**.

4. This agreement becomes effective upon receipt of a signed agreement and shall be for a term of one (1) year from the date of execution, and shall be automatically renewed annually unless either party gives notice to the other party of its intent not to renew the agreement at least thirty (30) days prior to the end of the contract term. However, in addition, either party may terminate this agreement at any time, or for any reason, upon giving the other party thirty (30) days' notice of such cancellation. Notice shall also be provided to the New York State Department of Agriculture and Markets.
5. No amendment or modification of this agreement shall be effective until executed in writing by the parties thereto.

IN WITNESS THEREOF, said MUNICIPALITY and the SHELTER have caused their signatures to be signed, thereunto duly authorized all as of the day and year first above written.

BY:

Kelly Thornton

6/7/2022

AGREED TO:

Mark D Persons

6/2/2022

SHELTER LEASSE AGREEMENT

THIS LEASE AGREEMENT, made this 2nd day of June, 2022, **between the TOWN OF SHERMAN and KELLY THORNTON**

Will continue for one (1) year from the above date and shall be automatically renewed annually unless either party give notice to the other party of its intent not to renew the agreement at least thirty (30) days prior to the end of the lease term.

TOWN OF SHERMAN will lease 3 dog kennels to be used by the **DOG CONTROL OFFICER (DCO)** while performing his/her duties for the **TOWN OF SHERMAN**. These kennels will also be used for rabies containment quarantine.

In exchange for the use of said space, the **TOWN OF SHERMAN** will provide the necessary funding to maintain said space in compliance with New York Department of Agriculture and Markets regulation.

IN WITNESS THEREOF, said **TOWN OF SHERMAN** and the **SHELTER** have caused their signatures to be signed, thereunto duly authorized all as of the day and year first above written.

BY:

Kelly Thornton

AGREED TO:

Mark D Persons

RESOLUTION #26

Councilman James Higginbotham made the motion, seconded by Councilman Howard Crump to enter into the Shelter Lease/Dog Sheltering Agreement with Dog Control Officer Kelly Thornton for the Town of Sherman. **MOTION CARRIED.**

The Following Fund Balance was presented as follows:

Justice Holding	\$ 0
Highway	\$ 21,530.68
General	\$ 2,556.221
Youth Checking	\$ 2,986.63
Youth Savings	\$ 3,873.62

After there was no more discussion Councilman James Higginbotham moved to adjourn the meeting.

MEETING ADJOURNED AT.8:19 p.m.

Respectfully Submitted,

Tamera M Weise
Sherman Town Clerk