

Town Board Members Present: Supervisor Randy Preston
Councilman- Steve Corvelli
Councilwoman-Dawn Stevens
Councilwoman-Rarilee Conway
Councilman-Darin Forbes

Public Present: Gerald Bruce-Town Clerk, Bob Guynup-Code Enforcement and Eric Voorhis.

RESOLUTION 68-10 TOWN BOARD APPROVED 11-9-2010 & 12-1-2010 MINUTES

Motion- Rarilee Conway Seconded- Steve Corvelli All in Favor

PUBLIC HEARING

7:01 PM- Supervisor Preston called the Public Hearing to order for the Dog Control and Licensing Law for the Town of Wilmington. Local Law # 4-2010

There were no questions from the Public or Council.

7:02 Closed Public Hearing.

RESOLUTION 69-10 TOWN BOARD APPROVED THE DOG CONTROL AND LICENSING LAW FOR THE TOWN OF WILMINGTON. LOCAL LAW # 4 OF 2010.

TOWN OF: WILMINGTON (Essex County)
State of New York

LOCAL LAW: No. 4 of 2010

A LOCAL LAW: DOG CONTROL AND LICENSING LAW
FOR THE TOWN OF WILMINGTON

BE ENACTED BY THE: TOWN BOARD of the

TOWN OF WILMINGTON as follows:

Section 1 **Purpose:** The Town Board of the Town of Wilmington finds that the running at large and other uncontrolled behavior of licensed and unlicensed dogs has caused physical harm to persons, damage to property and has created nuisances within the Town. The purpose of this Local Law is to protect the health, safety and well being of persons and property by imposing restrictions on the keeping and running at large of dogs within the Town.

Section 2 **Authority:** This Local law is enacted pursuant to the provisions of (Article 7, chapter 59, Part T) of the Agriculture and Markets Law and the Municipal Home Rule Law of the State of New York.

Section 3 **Title:** The title of this Local Law shall be the Dog Control and Licensing Law of the Town of Wilmington.

Section 4 **Definition of Terms:** As used in this Local law the following words shall have the following respective meanings:

- a. "Dog" means male and female, licensed or unlicensed, members of the species *canis familiaris*.
- b. "Owner" means person entitled to claim lawful custody and possession of a dog and who is responsible for purchasing the license for such dog unless the dog is or has been lost and such loss was promptly reported to the dog control officer and a reasonable search has been made. If a dog is not licensed, the term "owner" shall designate and cover any person or persons, firm, association or corporation, who or which at any time owns or has custody or control of, harbors, or is otherwise responsible for any dog which is kept, brought or comes within the Town. Any person owning or harboring a dog for a period of one (1) week prior to the filing of any complaint charging a violation of this Local Law, shall be held as and deemed to be the owner of said dog if any owner who is under 18 years of age and is found to be in violation of the within Law, said violation shall become the responsibility of the head of the household in which said minor shall be deemed to have custody and control of said dog and shall be responsible for any acts of the said dog in violation of this Local Law.
- c. "Leashed" means restrained by a leash which is attached to a collar or harness of sufficient strength to restrain the dog and which shall be held by a person having the ability to control the dog.
- d. "Tag" means the prenumbered Town tag with license identification number. This tag is permanent. The dog will only receive one of these.
- e. "License" means the annual renewal of the dog license. The license will be issued by the Town Clerk with the "tag" number" on it. Licenses can be purchased for a period of one year. As of January 1, 2011, multiple year licenses issued under NYS Dept. Agriculture & Markets will be honored if rabies vaccination has not expired.
- f. "Run at large" means to be in a public place or on private land without the knowledge, consent and approval of the owner of such lands.
- g. "Town" means the Town of Wilmington, Essex County, State of New York.

Section 5 **Restrictions:** It shall be unlawful for any owner of any dog in the Town to permit or allow such dog to

- a. Run at large unless the dog is accompanied by its owner or a responsible person and under the full control of such owner or person. For the purpose of this Local Law, a dog or dogs hunting in the company of a hunter or hunters shall be considered as accompanied by its owner.
- b. Engage in habitual and loud howling, barking, crying or whining or conduct as to unreasonably and habitually disturb the comfort or response of any person other than the owner of such dog.
- c. Uproot, dig or otherwise damage any vegetables, lawns, flowers, garden beds or other property without the consent or approval of the owner.
- d. Chase, jump upon or otherwise harass any person in such manner as to reasonably cause intimidation or fear or to put such person in reasonable apprehension of bodily harm.
- e. Habitually chase, run alongside or bark at motor vehicles, motorcycles or bicycles while on a public street, highway or place, or upon private property without the consent or approval of the owner of such property.
- f. Create a nuisance by defecating, urinating or digging on public property or upon private property without the consent or approval of the owner of such property

- g. Kill or injure any dog, cat, other household pet or domestic animals.
- h. If an unspayed female dog, when in heat, be off the owner's premises, unrestrained by a leash.

Establishment of the fact(s) that the owner of a dog has allowed or permitted such dog to commit any of the acts prohibited by this Section 5 of this law shall be presumptive evidence against the owner of such dog that he or she has failed to properly confine, leash or control such dog.

Section 6 **Licensing of Dogs**

- a. All dogs in the Town of Wilmington must be licensed with the Town Clerk by the age of 4 months and are required to present a current Certificate of Rabies Vaccination at the time of licensing or the renewal of an existing license.
- b. Licenses may be purchased for a period of one year.
- c. **Fees for Licensing of Dogs:** The fee for a spayed or neutered dog will be \$10.00 per year (which includes the assessment of a \$1.00 for the purpose of carrying out animal population control) and the fee for unspayed or unneutered dog will be \$20.00 (which includes assessment of a \$3.00 surcharge for the purpose of carrying animal population control) with such fees being reviewed by the Town Board periodically and which may be changed by a resolution of the Town Board, if deemed necessary
- d. **Enumeration Fee:** When the Town Board determines the need for a dog enumeration, a fee of \$10.00 will be assessed for each dog found unlicensed or renewed at the time the enumeration is conducted.
- e. **Purebred License:** The Town of Wilmington will **NOT** be issuing Purebred licenses. All dogs will be licensed individually as per fee system stated above
- f. **Service Dogs:** The Town of Wilmington will **NOT** require a license for any guide dog, service dog, hearing dog or detection dog.
- g. The Town of Wilmington **DOES NOT ALLOW** the licensing of dogs by a shelter. The shelter must send the adoptive dog information to the Town Clerk of the Town or City in which the dog will be harbored for licensing OR to the Town Clerk of the Town of Wilmington if the dog is harbored in the Town of Wilmington.
- h. All dog licenses may be purchased by visiting the Town offices or by regular mail. If licensing or renewing a license by mail, the appropriate fee must accompany the forms. There will be **NO** refund of fees.
- i. All fees will be used in funding the administration of this Dog Control and Licensing Law in the Town of Wilmington
- j. **Fees for Seizure of Dogs.** The fee for seizure and impoundment of dogs in violation of this law or the Laws of the New York State Department of Agriculture and Markets Law are as follows: **First Offense:** \$25.00 **Second Offense:** \$60.00 plus the impoundment fee per animal.

Section 7 **Procedure for Seizure of Dogs**

- a. The Dog Control Officer or any peace officer shall seize:
 - 1. Any unlicensed dog whether on or off the owner's premises

2. Any dog not wearing a tag, and after June 15, 1985, not identified, and which is not on the owner's premises

3. Any dog found in violation of paragraphs a-h of Section 5 of this Local Law. Such seized dog shall be kept and/or disposed of in accordance with the provisions of Article 7 of Agriculture and Markets Law and see that the order of the Town Justice of the Town of Wilmington in such case is carried out.

b. The Dog Control Officer or peace officer observing a violation of this Law in his presence shall issue and serve an appearance ticket for such violation. Said Law should be considered a Petty Offense and not a Misdemeanor.

c. Any person who observes a dog in violation of this Local Law may file a complaint under oath with the Town Justice of the Town of Wilmington specifying the nature of the violation, the date thereof, a description of the dog and the name and a residence, if known, of the owner of such dog. Such complaint may serve as a basis for enforcing the provisions of this Local Law.

d. No action shall be maintained against the Town of Wilmington, any duly designated Dog Control Officer, or any other agent or officer of the Town, to recover the possession or value of any dog, or for damages for injury or compensation for the destruction of any dog seized or destroyed pursuant to the provisions of this Local Law.

Section 8 **Penalties.** Any person convicted of a violation of this Local Law shall be liable for a civil penalty of \$25.00 for the first violation; of \$50.00 for a second violation and \$75.00 for each subsequent violation

Section 9 **Separability:** Each separate provision of this Local Law shall be deemed independent of all other provisions hereof and if any provisions shall be deemed or declared invalid, all other provisions hereof shall remain valid and enforceable

Section 10 **Repealer:** This Local Law shall supersede all prior Local Laws, Ordinances, Rules and Regulations relative to the control of dogs within the Town of Wilmington, and they shall be upon the effectiveness of this Local Law, null and void

Section 11 **Effective Date.** This Local Law shall be effective January 1, 2011, after filing with the Secretary of State

I hereby certify that the local law annexed hereto, designated as LOCAL LAW #4 of 2010 of the Town of Wilmington (Essex County), New York, was duly adopted by the Town Board on _____, 2010 in accordance with the applicable provisions of law

Dated

Gerald Bruce, Town Clerk
TOWN OF WILMINGTON (Essex County)
7 Community Center Circle, PO Box 180
Wilmington, NY 12997
Tel (518) 946-2105; Fax (518) 946-7124

WHEREAS, a public hearing was held at the time and place aforesaid in the manner described at which Time all persons interested in the subject matter were given an opportunity to be heard;

NOW THEREFORE, upon the evidence given at the public hearing described herein, it is hereby determined as follows:

1. The notice of the public hearing described in the preambles hereof was posted and published as required by law and is in all respects satisfactory.
2. The Town clerk shall record a copy of this order in the office of the County Clerk of Essex County as required under Section 195 of the Town Law of the State of New York.
3. This Law will take effect 1/1/2011.

Dated December 14, 2010

TOWN BOARD OF THE TOWN OF WILMINGTON

SUPERVISOR-RANDY PRESTON _____

COUNCILMAN- STEVE CORVELLI _____

COUNCILMAN- DARIN FORBES _____

COUNCILWOMAN-DAWN STEVENS _____

COUNCILWOMAN-RARILEE CONWAY _____

RESOLUTION 70-10 TOWN BOARD AUTHORIZED THE SUPERVISOR TO ENTER INTO A CONTRACT WITH NORTH COUNTRY LIFE FLIGHT AND PAYING THEM \$250.00

WHEREAS: North Country LIFE FLIGHT, Inc. is a not-for-profit, tax-exempt corporation which is responsible for all aspects of patient care by providing medical equipment, training medical personnel and administering the medical portion utilizing the New York State Police helicopter based in Saranac Lake and private fixed-wing aviation resources; and

WHEREAS: The New York State Police and private fixed-wing aviation resources do not provide a medically trained team or medical equipment for patient transports; and

WHEREAS: The people of Clinton, Essex, Franklin, Hamilton and St. Lawrence Counties receive a vital emergency medical service which is free of charge to critically ill and seriously injured patients, and, therefore municipal governments are asked to pledge monies for this worthwhile program;

NOW, THEREFORE, BE IT RESOLVED: That the Town Board of the Town of Wilmington hereby authorizes the Supervisor to enter into a contract with North Country LIFE FLIGHT, Inc. for the purpose of operating the medical component of the medevac program, which will serve its residents and visitors, and paying the amount of \$ 250. which represents the Town's share for 2011; and be it

FURTHER RESOLVED: That the sum of \$ 250.00 hereby appropriated for payment to North Country LIFE FLIGHT, Inc.

Motion- Dawn Stevens Seconded- Darin Forbes All in Favor

RESOLUTION 71-10 TOWN BOARD APPROVED 2011 AGREEMENT WITH DOG POUND/SHELTER SERVICES WITH NCSPCA WESTPORT FOR \$1,131.00.

AGREEMENT FOR DOG POUND/SHELTER SERVICES

This Agreement is by and between the North Country Society for the Prevention of Cruelty to Animals, Inc. ("the NCSPCA"), a New York not-for-profit corporation having its offices and principal place of business in the Town of Westport, Essex County, State of New York, and the Town of Wilmington ("the Town"), a New York municipal corporation with offices in the Town of Wilmington, Essex County, State of New York. Collectively, the NCSPCA and the Town may be referred to herein as "the Parties."

WHEREAS, the Town seeks to comply with the applicable provisions of the New York State Agriculture & Markets Law, and the rules and regulations promulgated pursuant to it, for the control of dogs; and

WHEREAS, the NCSPCA seeks to contract with the Town to provide dog pound/shelter services for seized dogs;

NOW, THEREFORE, in consideration of the covenants and promises herein, the adequacy of which is hereby acknowledged, the Parties agree as follows:

1. The Town's Dog Warden-Archival Control Officer may bring to the NCSPCA's Westport Shelter such stray dog(s) that he/she deems proper for sheltering there.

2. New York State Police Officers may bring to the NCSPCA Westport facility any dog (stray or seized) from the Town.

3. The Parties understand and agree that the NCSPCA will accept animals only during reasonable business hours or outside of reasonable business hours, upon advance notice to the Shelter Director or his/her designee.

4. The NCSPCA will provide and maintain a shelter/pound for seized dogs; will properly care for all animals accepted at its Westport Shelter, with board and keep for any quarantined period; and thereafter will humanely euthanize or make available for adoption seized dogs, not returned as provided in Article 7 of the New York State Agriculture & Markets Law. The Westport Shelter shall at all times be under the care and charge of a competent employee and shall be open to the public at reasonable times.

5. In consideration of the services being provided to the Town for the period of January 1, 2010 through December 31, 2010 the NCSPCA shall invoice from the Town the sum of \$1,131.00, to be paid on or before January 15, 2010. In addition, the NCSPCA shall collect all impoundment fees set forth in Section 18 of Article 7 of the Agriculture and Markets Law, and shall have a right to retain such monies as its own in consideration of this Agreement. In the event that the Town may not be able, law or ordinance may preclude such amounts, those additional fees shall be collected by the NCSPCA and remitted to the Town, less a 10% administrative fee.

6. The NCSPCA is not, and shall not be deemed to be a final center) officer or personnel or employee of, or employed by the Town, and nothing in this Agreement or this personnel shall be deemed evidence of any such status.

7. The Town shall indemnify, save and hold the NCSPCA harmless from and against any and all claims of damages incurred by the witness, & the written or admission of any animal.

8. Any modification of this Agreement shall be in writing and signed by the Party(ies) to be bound thereby.

9. This Agreement constitutes the entire Agreement between NCSPCA and the Town pertaining to the subject matter hereof, and it supersedes all prior or contemporaneous written and/or verbal agreements and understandings between them in connection with the subject matter of this Agreement. Its terms shall govern notwithstanding any course of dealing between the Parties. The Parties have both participated in and agreed to the execution of this rule of contract construction commonly referred to as the "last-in-time" rule, which shall not be applied.

10. This Agreement and the rights and obligations hereunder shall be construed to the extent possible by the laws of the State of New York, and the Parties hereby consent to the jurisdiction of the courts of the State of New York over any action(s) arising out of and/or in any way relating to this Agreement.

11. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to certain circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

12. The Parties shall not be deemed to have waived any of their respective rights under this Agreement, unless that waiver is in writing and signed by the Party against whom such waiver is sought to be enforced. No delay in exercising any right shall be deemed a waiver, nor shall a waiver of one violation operate as a waiver of such right on a future violation.

13. The Parties, or either of them, may terminate this Agreement with ten (10) days written notice, to their following addresses:

NCSPCA:	23 Lake Street Road Westport, New York 12991
Town of Wilmington:	P.O. Box 150 Wilmington, NY 12997

For the purpose of this Agreement, the date of receipt of notice shall be the actual date of receipt, or three (3) days after the date of mailing, whichever is the earlier.

**RESOLUTION 72-10 TOWN BOARD CALLED FOR A PUBLIC HEARING ON JANUARY 11, 2011
FOR THE DEMOLITION OF UNSAFE/DANGEROUS BUILDING ON MASON WAY**

Motion Steve Corvelli Seconded- Dawn Stevens All in Favor

ORGANIZATIONAL MEETING WILL BE TUESDAY...JANUARY 4, 2011

RESOLUTION 73-10 TOWN BOARD APPROVED THE EXPENSES AND BUDGET TRANSFERS.

Payrolls	Amt:	19628.15
Social Security	Amt:	1419.61
Health Insurance	Amt:	5500.39
Other:	Amt:	
Other:	Amt:	
Other:	Amt:	

Highway	<u>From:</u> H227 To H261	Amt.	13302.18
	:		

Payrolls	Amt.	12594.11
Social Security	Amt.	915.46
Health Insurance	Amt.	6039.35
Other:	Amt.	
Other:	Amt.	

Water	<u>From:</u> W248 To W268	Amt.	2598.85
	:		

Payrolls	Amt.	2862.40
Social Security	Amt.	231.24
Health Insurance	Amt.	1265.74
Other: EFC LOAN PMT	Amt.	38853.00
Other:	Amt.	

GARBAGE DIST.	<u>From:</u> GD43 To GD47	Amt.	932.60
	:		

Payrolls	Amt.	2026.80
Social Security	Amt.	147.51
Health Insurance	Amt.	477.20

December 14, 2010

From		To	
GENERAL			
Contingency	100.00	1410.4	TC expense 100.00
Contingency	137.00	1910.4	Insurance expense 137.00
Dog Licenses	149.00	3510.4	Dog control expense 149.00
Refund of Expenses	2500.00	7310.4	YC expense 2500.00
CYC Reimbursement	3500.00	7310.4	YC expense 3500.00
Totals	6386.00		6386.00

HIGHWAY			
5148.1 Serv. To other govts.	1000	5110.4	road repair expenses 1000.00
5148.1 Serv. To other govts.	1500	5130.1	mach repair salaries 1500.00
5148.1 Serv. To other govts.	5000	5130.4	mach repair expenses 5000.00
Total	7500		7500.00

WATER

8310.4 Adm. Expense	133 Bond-principal	133.00
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GARBAGE DISTRICT

8160.4 Oper. Expense	427 9060.8 Health Ins.	427.00
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Motion to Adjourn by Rarilee Conway Seconded by Dawn Stevens All in favor.

Respectfully Submitted:

Gerald L. Bruce/Town Clerk

STATE OF NEW YORK)
) **SS:**
COUNTY OF ESSEX)

I, the undersigned, hereby certify that the foregoing Local Law contains the correct text and that all proper proceedings have been had or taken for the enactment of the local law annexed hereto

Dated

James E. Martineau, Jr., Esq.
Town Attorney, Town of Wilmington