

**TOWN OF DRYDEN
TOWN BOARD SPECIAL MEETING
April 24, 2024
Zoom Hybrid**

Present: Supervisor Jason Leifer, Cl Daniel Lamb, Cl Leonardo Vargas-Mendez

Absent: Cl Christina Dravis, Cl Spring Buck

Other Town Staff: Loren Sparling, Deputy Town Clerk

Supv Leifer opened the special meeting at 6:01 p.m. There are two items on the agenda.

Intermunicipal Agreement with the Town of Caroline

The first is to approve an intermunicipal agreement between the Town of Caroline and the Town of Dryden to share services pursuant to the New York State Municipal Infrastructure Program (MIP) for Internet access (see attached). This will become part of the Town's application for the ConnectALL MIP grant to address some questions raised by the ConnectALL office. ConnectALL wanted a more formal agreement between the Towns for the co-application.

RESOLUTION #91 (2024) – APPROVAL OF INTERMUNICIPAL AGREEMENT WITH THE TOWN OF CAROLINE FOR SHARING SERVICES PURSUANT TO THE NYS MUNICIPAL INFRASTRUCTURE PROGRAM

Cl Vargas-Mendez offered the following resolution and asked for its adoption:

RESOLVED, that this Town Board hereby approves the Intermunicipal Agreement between the Towns of Caroline and Dryden for Sharing Services Pursuant to the New York State Municipal Infrastructure Program; and

RESOLVED, that this Town Board hereby authorizes the Town Supervisor to execute said agreement.

2nd Cl Lamb

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| Roll Call Vote | Cl Vargas-Mendez | Yes |
| | Cl Lamb | Yes |
| | Supv Leifer | Yes |

The Caroline Town Board will be meeting tonight to approve the same agreement. Once the agreement is signed by both Supv Leifer and Mark Witmer, Supervisor of the Town of Caroline, it will be included in the application package.

Annexation by the Village of Dryden of Tax Parcel Number 38.-1-31.2

The second order of business is to approve the annexation by the Village of Dryden of lands owned by Dryden Mutual Insurance Company that are currently part of the Town. A public meeting on this matter was held about six weeks ago. Dryden Mutual petitioned this matter so that they would not be considered outside users of the water and sewer districts. The Village of Dryden will be meeting tonight to discuss the annexation.

RESOLUTION #92 (2024) – APPROVAL OF THE ANNEXATION BY THE VILLAGE OF DRYDEN OF LANDS IN THE TOWN OF DRYDEN, BEING TAX PARCEL NUMBER 38.-1-31.2

Supv Leifer offered the following resolution and asked for its adoption:

IN THE MATTER OF THE PETITION OF
DRYDEN MUTUAL INSURANCE COMPANY
FOR ANNEXATION BY THE VILLAGE OF
DRYDEN OF LANDS IN THE TOWN OF
DRYDEN BEING TAX PARCEL NUMBER
38.-1-31.2

**FINDINGS, RESOLUTIONS, AND ORDER
OF THE TOWN OF DRYDEN PURSUANT TO
ARTICLE 17 OF THE NEW YORK STATE
GENERAL MUNICIPAL LAW**

A Petition (the “Petition”) having been filed by Dryden Mutual Insurance Company for the annexation of certain property in the Town of Dryden to the Village of Dryden, and a joint public hearing of the governing Boards of the Town of Dryden and the Village of Dryden having been held on March 4, 2024 in accordance with Section 705 of the General Municipal Law of the State of New York, the Town Board of the Town of Dryden hereby makes the following findings and thereupon adopts the following resolutions and order based upon such findings, all in accordance with Section 711 of the General Municipal Law of the State of New York:

FINDINGS

1. The Petition of Dryden Mutual Insurance Company (hereinafter the “Petitioner”) dated January 19, 2024 for the annexation of Town of Dryden Tax Parcel Number 38.-1-31.2 was filed in the offices of the Village Clerk of the Village of Dryden on January 19, 2024. A copy of the Petition is attached hereto as Exhibit A.

2. Pursuant to the provisions of Section 704 of the General Municipal Law of the State of New York (hereinafter the “General Municipal Law”), the Village of Dryden (hereinafter the “Village”) caused notice of the joint public hearing to be published in the Ithaca Journal, the official newspaper of the Village, on February 9, 2024.

3. Pursuant to the provisions of Section 704 of the General Municipal Law of the State of New York, the Town of Dryden (hereinafter the “Town”) caused notice of the joint public hearing to be published in the Ithaca Journal, the official newspaper of the Village, on February 10, 2024.

4. The Village caused a copy of the notice of joint public hearing to be mailed to the Petitioner (Petitioner allegedly being the sole owner of property within the territory proposed to be annexed) on February 7, 2024

6. The Village also caused a copy of the notice of joint public hearing to be mailed to the Dryden Central School District on February 7, 2024.

7. The joint hearing of the Village and Town, as the two governing boards of the involved municipalities, was held on March 4, 2024 in accordance with the notices as published.

8. In attendance at the joint hearing were (i) the Mayor of the Village, the four Trustees of the Village, the Village Clerk/Treasurer and the Village Deputy Clerk/Treasurer and (ii) the Town Supervisor, the four members of the Town Board, and the Town Clerk.

9. Peter G. Grossman, Attorney for the Village, presided at the hearing by agreement of the members of the participating Boards.

10. Comments were received from Attorney for Petitioner, Mahlon Perkins as well as Mr. Peter Vercillo, President and CEO of Dryden Mutual Insurance Company, all as set forth in the minutes of the proceedings attached hereto as Exhibit B. No representative from the Dryden Central School District spoke at the hearing.

11. Neither the Town nor the Village received written comments prior to the public hearing.

12. Petition appears to have been properly signed by "the owners of a majority in assessed valuation of the real property in such territory assessed upon the last preceding assessment roll of, or utilized by, the local government or governments in which it is situated" as provided by Section 703 of the General Municipal Law of the State of New York, that being the Petitioner, the sole owner of all property within the territory and thereby fully qualified as the signatory of the Petition. The Petition likewise appears (i) to have attached thereto the required certificate of the assessor responsible for the preparation of the assessment roll certifying the foregoing, and (ii) to have been properly authenticated as required.

13. If the subject territory is annexed, the Town will continue to receive Town property taxes except to the extent that ownership of any portion of the property is held by a tax-exempt entity.

14. The Petitioner has sufficiently demonstrated that its current building and facilities situated in the Village are no longer sufficient in size to accommodate the current and anticipated growth of Petitioner's business. Petitioner has already renovated their current building to accommodate their growth, but they need additional space. Expansion on the subject parcel is limited by water needs that appear to exceed the current capacity of its private water source. Petitioner has represented that it has successfully converted the adjoining property, previously annexed to the Village in 2005, from well to the Village water system and it hopes to do the same on this property.

15. If the territory is annexed as proposed, municipal services such as public water that are not currently available through the Town will be available from the Village. In addition thereto, the extension of such services to the property proposed to be annexed will very likely (i) enable Petitioner to pursue its necessary expansion, thereby maintaining its operations at the current location and insuring its ability to continue as a major employer and economic stimulus in the Dryden community, (ii) enhance the provision of such services to properties nearby, (iii) better coordinate delivery of municipal services as currently extended by contract to portions of the Town, (iv) enhance the ability of the Village to improve fire protection to the Village and Town, (v) provide a more cost effective way to maintain and extend such services by spreading such cost over a larger number of taxpayers, and (vi) promote continued intermunicipal cooperative efforts between the Village and the Town. All such potential benefits may not be available and/or realized if the proposed territory is not annexed.

16. The proposed annexation will allow the planned Village extension of municipal services to move forward with substantial infrastructure improvements, the cost of which would, in whole or in part, be paid for by the developer or developers of the annexed lands. Such potentially cost-free infrastructure extensions and improvements would be very beneficial to the taxpayers of the Village and could likewise provide direct and indirect benefits to the Town.

17. The improved municipal services and related infrastructure improvements anticipated from the annexation and subsequent retention and expansion of Petitioner's business

operations will very likely result in increased assessment valuations for the annexed property and additional properties adjacent thereto. Therefore, it is anticipated that the Village, Town and Dryden Central School District will receive increased property tax revenues from such properties and derive an increased tax base and the resulting benefits to all Village, Town and School District taxpayers.

18. The zoning and use of the property proposed for annexation appears to be consistent with the zoning and general plan of the Village, and any such uses and expansion projects will be subject to the zoning and subdivisions regulations of the Village and all environmental review procedures related thereto.

19. The Village declared itself lead agency in accordance with the New York State Environmental Quality Review Act ("SEQR").

20. The Town finds it in the best interest of the Town to consent to the Village's lead agency declaration.

19. The anticipated continued use and contemplated expansion of the improvements on the property proposed for annexation may serve to (i) enhance and grow the commercial areas within the Village and (ii) provide jobs and other economic benefits to both the Village and Town.

20. To the extent applicable to the Village, as the municipal entity in which the subject property (currently a part of the Town) will be annexed, the Village acknowledges that it will be bound by (i) the provisions of subdivision 1 of Section 707 of the General Municipal Law as to the disposition of real and personal property, if any, owned by the Town, and (ii) the provisions of subdivision 1 of Section 708 of the General Municipal Law as to the assumption by the Village of its apportioned share of indebtedness and/or contract or other liabilities, if any, for which the Town is liable. No agreements have been entered into by and between the Village and the Town related to the foregoing matters.

RESOLUTIONS

NOW, THEREFORE, based upon all of the foregoing findings, it is hereby:

RESOLVED, that Petitioner's Petition substantially complies in form and content with Article 17 of the General Municipal Law; and it is further

RESOLVED, that the Town consents to the Village's designation as lead agency for purposes of SEQR; and it is further

RESOLVED, that the proposed annexation described in said Petition is hereby deemed to be in the overall public interest; and it is further

RESOLVED, that the proposed annexation as described in said Petition is hereby approved by the Town Board of the Town of Dryden; and it is further

ORDER

HEREBY ORDERED, that copies of the foregoing findings, resolutions and determinations set forth therein, all of which are hereby incorporated by reference into this Order, together with the Petition, notice of public hearing, written objections, if any, and testimony and minutes of proceedings taken and kept on the hearing, be filed in the offices of the clerks of the Village and Town as the affected local governments.

2nd Cl Lamb

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| Roll Call Vote | Cl Vargas-Mendez | Yes |
| | Cl Lamb | Yes |
| | Supv Leifer | Yes |

There being no further business, the meeting was adjourned at 6:08 p.m.

Respectfully submitted,

Loren Sparling
Deputy Town Clerk

INTERMUNICIPAL AGREEMENT
between the
TOWNS of CAROLINE and DRYDEN
for sharing services pursuant to the
New York State Municipal Infrastructure Program

This Intermunicipal Agreement (Agreement) made this 24th day of April 2024, between the Town of CAROLINE and the Town of DRYDEN, a municipal corporation with offices at 93 East Main Street, Dryden, NY 13053, (hereafter collectively “the Towns”; hereafter an individual town is referred to as a “Town”).

WHEREAS the Towns wish to work together through a joint application to the New York State ConnectALL Office’s Municipal Infrastructure Program to provide internet service for their respective residents, and

WHEREAS internet services will be provided in Dryden by the Town of Dryden doing business as Dryden Fiber and in Caroline by the Town of Caroline, and

WHEREAS the Towns wish to set forth their respective responsibilities and liabilities regarding the statements made within the Municipal Infrastructure Program (MIP) grant application,

NOW THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

1. The Towns will cooperate on executing the plans set forth in the application under the MIP program, Consolidated Funding Application (CFA) Application 135207, and in answering all inquiries from the ConnectALL office, and
2. The Towns will be responsible for the costs and local match only for the project's parts which are constructed within their respective jurisdictions, and
3. The Towns will, unless otherwise agreed, provide service only to those customers within their respective jurisdictions, and
4. The Town of Caroline will be a purchaser of wholesale bandwidth, customer service, and network management from the Town of Dryden, may elect to rent space within the Central Office facility owned and operated by the Town of Dryden, and may elect to contract with Dryden Fiber to provide Executive Director services, and
5. Each Town shall secure and maintain such liability insurance and property and vehicle insurance as its Board deems prudent and responsible, with the other Towns named as additional insureds on the liability and vehicle insurance. Each Town waives all rights against the other Towns and their elected officials, public officers, employees, and agents for recovery of damages to the extent these damages are covered by Commercial General Liability, Commercial Umbrella Liability, Business Auto Liability, Professional Liability, Workers’ Compensation or Employer’s Liability insurance.

6. Except as provided in Section 7, to the fullest extent permitted by law, each of the Towns agrees to defend, indemnify and hold harmless the other Towns (the "Other Parties") and their elected officials, public officers, employees, and agents from and against all claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation reasonable attorney's fees and costs) which any or all of them may incur, resulting from bodily injuries (or death) to any person, damage (including loss of use) to any property, other damages, or contamination of or adverse effects on the environment, caused by the acts or omissions of the indemnifying Town or its employees, agents or subcontractors, with respect to the fiber infrastructure. To the extent one or more of the Other Parties are negligent, the indemnifying Town's indemnification shall not extend to the proportion of loss attributable to the negligence of one or more of the Other Parties.
7. This Agreement shall not be construed by third parties to impose any liability on the Towns or any one of them for any acts or omissions of the Towns or any one of them. Nothing in this Agreement shall be construed to affect the immunities and protections afforded the Towns set forth in New York General Obligations Law §9-103 and such other applicable statutes that may from time to time be enacted.
8. This Memorandum of Understanding Intermunicipal Agreement will have a term of three years beginning on the date named above, unless terminated earlier by mutual agreement of the Towns.

TOWN OF CAROLINE

By: [OBJ]

Mark Witmer, Town Supervisor

Date

TOWN OF DRYDEN

By: [OBJ]

Jason Leifer, Town Supervisor

Date