

Town of
Denmark

Minutes**October 09, 2017: October 9, 2017 Regular Meeting****Body:**

A regular monthly meeting of the Town of Denmark Town Board was held on Monday, October 9, 2017. Supervisor Fleming opened the meeting at 6:00pm with the Pledge of Allegiance.

Present were:

Councilman Der exits at 7:25pm returns at 7:27pm

Councilman Fazio enters at 6:02pm

Supervisor Fleming

Councilman Jones

Clerk Prudence Greene

Budget Officer Sharon Fleming enters at 6:01 pm exits at 8:02pm returns at 8:04pm

Highway Supt. Patrick Mahar exits at 6:14pm returns at 6:49pm

Assessor William Vargulick exits at 6:45pm returns at 6:53pm, exits at 8:20pm

Others present included James Damon exits at 6:29pm, Ron Krier exits at 6:29pm, Matt Cooper of Barton and Loguidice exits at 6:29pm, Scott Doyle exits at 6:04pm, Sandy Jones and Deb Der.

Sharon Fleming entered the meeting at 6:01pm after the Pledge of Allegiance.

Councilman Der made a motion which was seconded by Councilman Jones to accept the amended agenda as prepared by Clerk Greene.

Vote recorded as follows:

| | |
|--------------------|--------|
| Councilman Der | Aye |
| Councilman Fazio | Absent |
| Supervisor Fleming | Aye |
| Councilman Jones | Aye |

Councilman Der made a motion to accept the minutes of 09/07/2017 as prepared by Clerk Greene. His motion was seconded by Councilman Jones.

Vote recorded as follows:

| | |
|--------------------|--------|
| Councilman Der | Aye |
| Councilman Fazio | Absent |
| Supervisor Fleming | Aye |
| Councilman Jones | Aye |

Councilman Fazio entered the meeting at 6:02pm.

Councilman Der made a motion to accept the minutes of 09/11/2017 as prepared by Clerk Greene. His motion was seconded by Councilman Jones.

Vote recorded as follows:

| | |
|--------------------|-----|
| Councilman Der | Aye |
| Councilman Fazio | Aye |
| Supervisor Fleming | Aye |
| Councilman Jones | Aye |

Supervisor's Report: Supervisor Fleming asked Matt Cooper of Barton & Loguidice for an update on Water District #1. Mr. Cooper provided the following information to the Town Board:

-The pricing for materials for the project has still not stabilized. Mr. Cooper recommends holding the bids until early winter to allow for recovery from the effects of Hurricane Harvey on Texas.

-Mr. Cooper presented the Town Board with information and a Contract Amendment 2 as follows for their consideration:

October 9, 2017

Mr. Thomas Fleming, Supervisor

Town of Denmark

3707 Roberts Road

Carthage, New York 13619

Re: Water District No. 1 Improvements and Extension No. 1 Engineering Agreement – Amendment No. 2

File: 1943.001.001

Dear Mr. Fleming:

As discussed, we have prepared an amendment to the engineering services agreement for the Town of Denmark Water District No. 1 Improvements and Extension No. 1 project. This amendment adjusts our fees for Permits and Resident Project Representative to account for the difference in our original proposal and what we now anticipate for fees on these services. Please note that this does not result in an increase to our total project fees.

Enclosed please find EJCDC Amendment to Owner-Engineer Agreement (Exhibit K) with amended services and associated fees detailed therein. If this proposal satisfactorily sets forth your understanding of the arrangement between us, we would appreciate your signing two (2) copies of the Agreement, retain one (1) copy for your file, and return one (1) copy to our office.

Again, thank you for selecting our firm for this project. We are available to discuss this amendment if you have any questions.

Very truly yours,

BARTON & LOGUIDICE, D.P.C.

Eric A. Pond, P.E. Vice President

EAP/th

Enclosures

Enclosure #1:

This is EXHIBIT K, consisting of 2 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated January 30, 2017.

AMENDMENT TO OWNER-ENGINEER AGREEMENT Amendment No. 2

The Effective Date of this Amendment is: October 9, 2017.

Background Data:

Effective Date of Owner-Engineer Agreement: January 30, 2017

Owner: Town of Denmark

Engineer: Barton & Loguidice, D.P.C.

Project: Water District No. 1 Improvements and Extension

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

Additional Services to be performed by Engineer

Modifications to services of Engineer

Modifications to responsibilities of Owner

Modifications of payment to Engineer

Modifications to time(s) for rendering services

Modifications to other terms and conditions of the Agreement

Description of Modifications:

This amendment will add \$10,000 to the fee limit for Permit services to reflect actual cost of services performed on the project and deduct \$10,000 from the fee limit for Resident Project Representative to reflect the anticipated cost of services to be performed. There is no net change to the total Agreement amount. See attached revised Appendix 1 to Exhibit C.

Agreement Summary:

Original agreement amount: \$ 495,000.00

Net change for prior amendments: \$ -50,000.00

This amendment amount: \$ 0.00

Adjusted Agreement amount: \$ 445,000.00

Change in time for services (days or date, as applicable): 0

Exhibit K – Amendment to Owner-Engineer Agreement.

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

Town of Denmark

By:

Print

name: Thomas Fleming

Title: Supervisor

ENGINEER:

Barton & Loguidice, D.P.C.

By:

Print

name: Eric A. Pond, P.E.

Title: Vice President

Date

Date

Signed _____

Signed _____

This is Appendix 1 to EXHIBIT C, consisting of 1 page, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated January 30, 2017.

Summary of Fees & Reimbursable Expenses Schedule – Amendment No. 2

| Description of Service | Amount | Original No. 1 | Amendment No. 2 | Amendment No. 2 | Basis of Payment |
|-------------------------------------------|---------------------|---------------------|---------------------|--------------------|---------------------|
| 1. Basic Services | | | | | |
| a. Preliminary Design Phase | \$ 75,000.00 | \$ 25,000.00 | \$ 25,000.00 | | Lump Sum |
| b. Final Design Phase | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 | | Lump Sum |
| c. Bidding Phase | \$ 25,000.00 | \$ 25,000.00 | \$ 25,000.00 | | Lump Sum |
| d. Construction Phase | \$ 37,500.00 | \$ 37,500.00 | \$ 37,500.00 | | Lump Sum |
| e. Post-Construction Phase | \$ 12,500.00 | \$ 12,500.00 | \$ 12,500.00 | | Lump Sum |
| 2. Resident Project Representative | \$170,000.00 | \$170,000.00 | \$160,000.00 | | Hourly |
| 3. Additional Services: | | | | | |
| a. ROW Assistance | \$ 14,000.00 | \$ 14,000.00 | \$ 14,000.00 | | Hourly |
| b. Permits | \$ 14,000.00 | \$ 14,000.00 | \$ 24,000.00 | | Hourly |
| c. Funding Assistance | \$ 15,000.00 | \$ 15,000.00 | \$ 15,000.00 | | Hourly |
| d. Start up | \$ 2,000.00 | \$ 2,000.00 | \$ 2,000.00 | | Hourly |
| e. Record Drawings | \$ 5,000.00 | \$ 5,000.00 | \$ 5,000.00 | | Hourly |
| f. Reimbursable Expenses | \$ 10,000.00 | \$ 10,000.00 | \$ 10,000.00 | | Hourly |
| 4. Subconsultants | | | | | |
| a. Subsurface Investigation | \$ 15,000.00 | \$ 15,000.00 | \$ 15,000.00 | | Hourly |
| Total Estimated Contract Amount | \$495,000.00 | \$445,000.00 | \$445,000.00 | | |

Reimbursable Expenses are subject to review and adjustment per Exhibit C. Rates and charges for Reimbursable Expenses as of the date of the Agreement are delineated in the "Barton & Loguidice, DPC, Billing Rates Schedule for 2017" attached hereto.

Amendment No. 2 October 9, 2017

Scott Doyle exited the meeting at 6:04pm.

Discussion was held on the documents presented by Mr. Cooper.

Supt. Mahar exited the meeting at 6:14pm.

Councilman Fazio made a motion, seconded by Supervisor Fleming that Supervisor Fleming sign the Contract Amendment No. 2 as presented by Mr. Cooper.

Vote recorded as follows:

| | |
|--------------------|-----|
| Councilman Der | Aye |
| Councilman Fazio | Aye |
| Supervisor Fleming | Aye |
| Councilman Jones | Aye |

The Town Board discussed a storm water issue in the lower parking lot and the lower level of the municipal building with Mr. Cooper.

Mr. Cooper and Clerk Greene have drafted a letter to be sent to the owners in the Water District #1 Expansion project explaining the delay in the project. It will be mailed by Clerk Greene later this week.

Supervisor Fleming asked Mr. James Damon and Ron Krier to update the Town Board on the wind power project. The project has received all of the necessary permits and approvals for the project. Roads are being built where needed. Currently 47 people are working on the project and it is anticipated that 200-250 will be hired next year as the construction phase begins. Job fairs will be held and local candidates are welcome to apply. EDF and RES have spent approximately \$1.8 million dollars to this point. Questions about the project should be directed to the company offices in Lowville, Andre Lagace or Ron Krier at the construction offices located on Roberts Road.

James Damon, Ron Krier and Matt Cooper left the meeting at 6:29pm.

Discussion was held on a letter received by Supervisor Fleming from Community Bank. The letter is about updating the Automated Collateral Pledging System.

Discussion was held on the \$40,000.00 the Town is holding that is Copenhagen Central Schools share of the Cultural Mitigation monies. The Town Board is not happy with the agreement in its current form and Councilman Der will be calling SHIPPO to see if the "split" of

monies can be renegotiated.

Old Business: Discussion was held on the possibility of paying down the outstanding bonds on the Municipal Building and Highway Garage Construction Project. Budget Officer Sharon Fleming provided the Town Board with a document outlining the cash assets of the Town of Denmark. Discussion was held on these assets and projected revenues for 2018.

Mr. Vargulick exited the meeting at 6:49pm.

Discussion continued.

Supt. Mahar reentered the meeting at 6:49pm.

Supervisor Fleming asked Supt. Mahar if any further road work is planned for 2017. Supt. Mahar explained that he will be doing some further chip sealing of roads this fall.

Councilman Jones noted that by paying the last two bonds the Town would save over \$10,000.00 in interest payments.

Mr. Vargulick reentered the meeting at 6:53pm.

Discussion continued.

Councilman Jones made a motion that the Public Improvement Serial Bonds as documented in the 2004 Debt Service Schedule be paid as follows:

| | |
|-----------|---------------------|
| Year 2023 | Payment \$65,000.00 |
| Year 2024 | Payment \$70,000.00 |

His motion was seconded by Supervisor Fleming.

Vote recorded as follows:

| | |
|--------------------|-----|
| Councilman Der | No |
| Councilman Fazio | No |
| Supervisor Fleming | Aye |
| Councilman Jones | Aye |

The motion is defeated.

Further discussion was held. Concerns were expressed by Councilman Der and Councilman Fazio about the future expenses for the storm drainage issue, and maintenance issues like the roof of the municipal building and the boiler systems.

Supervisor Fleming noted that the fund balance going into 2018 is above the threshold the State would like to see and that the Town will receive another payment from the wind project in 2018.

At this time Clerk Greene pointed out that the time was 7:00pm and the Public Hearings were scheduled to begin.

At 7:00pm Councilman Fazio made a motion to open the Public Hearings of proposed local law 6-2017, **Law to Override the Tax Levy Limit Established in General Municipal Law 3-c** and the proposed 2018 fire contracts between the Town of Denmark and the Villages of Copenhagen, Castorland and West Carthage.

Vote recorded as follows:

| | |
|--------------------|-----|
| Councilman Der | Aye |
| Councilman Fazio | Aye |
| Supervisor Fleming | Aye |
| Councilman Jones | Aye |

Clerk Greene read aloud the notice as published in the Watertown Daily Times on 09/27/2017:

PUBLIC HEARING NOTICE

PLEASE TAKE NOTICE that the Town Board of the Town of Denmark, will hold a Public Hearing on October 9, 2017 at 7:00pm for purpose of hearing comments on the proposed Local Law 6-2017; A Local Law to Override the Tax Levy Limit established in General Municipal Law 3-c and the proposed 2018 Fire Contracts with the Village of Copenhagen, Village of Castorland and the Village of West Carthage for fire protection in the Town of Denmark. Copies of the Proposed Local Law and Fire Contracts are available for review at the Town Clerk's Office located at 3707 Roberts Rd, Deer River, NY during regular office hours. Said hearings will be held concurrently at the Town Municipal Building, 3707 Roberts Rd, Deer River, New York. All persons wishing to be heard on this issue should be present at the time and place aforesaid or have written comments submitted to the Town Board prior to that time and date. Any persons requiring special accommodations to attend and participate in such public hearing should notify the Town Clerk at least three (3) business days prior to the hearing.

By order of the
Town of Denmark Town Board.

Prudence L. Greene
Town of Denmark Clerk
Dated: September 26, 2017

Clerk Greene noted that she had not received any written comments from interested members of the public.

Proposed Local Law 6-2017 was discussed. It has been in final form since the September 11, 2017 meeting when Clerk Greene provided it to the Town Board. The text of the law is as follows:

Town of Denmark
Local Law No. 6 of the year 2017
A local law A Local Law to Override the Tax Levy Limit Established in General Municipal Law 3-c
Be it enacted by the Town Board of the Town of Denmark as follows:

Section 1. Legislative Intent. It is the intent of this Local Law to override the limit on the amount of real property taxes that may be levied by the Town of Denmark pursuant to General Municipal Law Section 3-c, and to allow the Town of Denmark to adopt a budget for the fiscal year 2018 that requires a real property tax levy in excess of the "tax levy limit" as defined by General Municipal Law Section 3-c.

Section 2. Authority. This Local Law is adopted pursuant to subdivision 5 of General Municipal Law Section 3-c, which expressly authorizes the Town Board to override the tax levy limit by the adoption of a Local Law approved by vote of sixty percent (60%) of the Town Board.

Section 3. Tax Levy Limit Override. The Town Board of the Town of Denmark, Lewis County is hereby authorized to adopt a budget for the fiscal year 2018 that requires a real property tax levy increase of the amount otherwise proscribed in General Municipal Law Section 3-c.

Section 4. Severability. If any clause, sentence, paragraph, subdivision, or part of this Local Law or the application thereof to any person, firm, or corporation, or circumstance, shall be adjusted by any Court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of this Local Law or the application thereof to any person, firm, or corporation, or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

Section 5. Effective Date. This law shall be effective upon filing with the Secretary of State.

Budget Officer Fleming does not feel the proposed law needs to be adopted at this time as her projections show the Town of Denmark will be under the "tax cap".

Discussion turned to the proposed 2018 Fire Contracts which were drafted by Clerk Greene at the request of the Town Board and reviewed by Attorney Gebo. The agreements are identical in their wording with the only difference being the name of the Village and Fire Department. Sample follows:

TOWN OF DENMARK FIRE PROTECTION CONTRACT WITH VILLAGE OF COPENHAGEN
EFFECTIVE DATES 1/1/2018 – 12/31/2018

THIS AGREEMENT, made the ____ day of _____, 20____, by and between the Town of Denmark, a municipal corporation situated in the County of Lewis, State of New York (hereinafter called the "Town"), and the Village of _____, which is a municipal corporation, organized and existing under the laws of the State of New York and having their principal place of business in _____ County, New York, the party of the second part, (hereinafter called the "Contractor").

WITNESSETH:

WHEREAS, there has been duly established in said Town of Denmark a fire protection district known as "DENMARK FIRE PROTECTION DISTRICT", hereinafter called the "District", embracing all the territory in said Town outside boundaries of the incorporated Villages therein; and

WHEREAS, the Contractor has within their municipality a fire department capable of providing fire protection and rescue services to the Town; and

WHEREAS, such fire protection and rescue services are vital and necessary to the health and welfare of the inhabitants of the Town; and

WHEREAS, the Fire Department maintains adequate and suitable apparatus and equipment for the furnishing of fire protection of said district; and

WHEREAS, a public hearing has been held by the Town of Denmark Town Board on the contract on the ___ day of _____, 20____;

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties hereto mutually agree as follows:

1. PROVISION OF FIRE PROTECTION AND RESCUE SERVICES

Fire Department will provide the Town with fire protection and rescue services within the Town's Fire Protection District. Fire protection shall be defined as it is in Section 184 of the Town Law, but shall not include inspection of buildings and properties in the Town's Fire Protection District for the purposes specified in and as authorized by Sections 187-a and 183 of the Multiple Residence Law, or Section 189 of the Town Law. Fire Protection shall not include the provision of general ambulance services.

Fire Department represents and warrants that at all times throughout the term of this Agreement, it shall maintain adequate and suitable apparatus and equipment for the furnishing of fire protection of said Fire Protection District.

The District shall be divided into three (3) zones as set forth on the annexed map, which is hereby incorporated in and made a part of this Agreement, said zones being designated by numerals I, II, and III. Copenhagen Fire Department, Inc. and the Village of Copenhagen in the case of Zone I. The Village of Castorland in case of Zone II, and the Village of West Carthage in case of Zone III, shall during the period of this agreement, be subject to call for attendance upon any fire occurring in the zone above assigned to it, and when notified of a fire therein shall respond and attend upon the fire with all possible speed and with suitable equipment and personnel, and shall proceed diligently to effect the extinguishments of the fire and the saving of life and property in connection therewith.

Each of said Contractors shall also be subject to call for attendance upon any fire occurring in either Zones not assigned to it above for purpose of assisting Contractor assigned to that Zone whenever such assistance is deemed necessary or advisable.

2. TERM

The term of this Agreement shall commence on January 1, 2018 and shall continue until December 31, 2018 unless sooner terminated as herein provided.

3. COMPENSATION

Town agrees to pay Fire Department those amounts as provided in **Schedule A**, payable no later than March 1st of each contract year.

4. HOLD HARMLESS & INDEMNITY AGREEMENTS

Contractors shall indemnify, defend and hold harmless the Town, its agents, employees, and officers from and with respect to any and all liabilities, obligations, losses, damages, injuries, claims, demands, penalties, actions, costs, and expenses including without limitation any liability imposed on the Town under General Municipal Law of the State of New York, arising out of this Agreement and the provision of fire protection within the Fire Protection District. Nothing in this agreement shall relieve the Contractors of their obligation to provide benefits to firefighters under the Volunteer Firefighters Benefit Law.

5. INSURANCE

Fire Department, at its own expense, shall throughout the term of this Agreement, obtain and maintain comprehensive public liability and property damage insurance in the amount of at least \$1,000,000.00 for personal injury and \$500,000.00 for property damage. Moreover, at all times throughout the term of this Agreement, the Fire Department, at its sole expense, shall maintain Workers' Compensation Insurance, disability benefits insurance and each other form of insurance which the Fire Department is required by law to provide, covering loss resulting from injury, sickness, disability or death of employees of the Fire Department. All such insurance shall name the Town as an additional insured and shall provide that it may not be canceled or altered without at least thirty (30) days prior written notice to the Town. Fire Department shall deliver to the Town copies or other evidence satisfactory to the Town, or each insurance policy and each renewal thereof.

6. EXPIRATION OR TERMINATION OF RESPONSIBILITIES

Upon expiration or termination of the Agreement as provided hereunder, Fire Department shall have no liability or responsibility for providing services under this Agreement to any person or property within the boundaries of the Town.

7. GROUND FOR TERMINATION

Fire Department may terminate this Agreement upon the Town's failure to deliver the monies due Fire Department under this Agreement by the date due, so long as Fire Department first provides Town with a notice of default. Should the amount not be paid within sixty (60) days thereafter, Fire Department may provide Town with written notice of the date it will cease providing services. Fire Department shall remit the pro-rata portion of funds for the portion of the contract remaining at the time of such termination. Town may terminate the contract after providing the Fire Department with a notice of default of a material term of this Agreement, including, but not limited to, the obligation to provide insurance coverage and to maintain suitable apparatus and equipment. Should the default not be corrected within thirty (30) days thereafter, Town may terminate the contract. Fire Department shall remit the pro-rata portion of funds paid by the Town for the portion of the contract remaining at the time of such termination.

8. NOTICES

All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing, and shall be deemed duly given if delivered by hand or mailed by registered or certified mail, return receipt requested, to the parties at their corporate offices, to the attention of the Mayor, for the Fire Department and to the attention of the Supervisor of the Town.

9. SAVINGS CLAUSE

If any provision of this Agreement is determined to be legally invalid, inoperative or unenforceable, only that particular provision shall be affected, such determination shall have no effect whatsoever on any other provision of this Agreement, and all other provisions shall remain in full force and effect. Should the law be amended such that any term of this Agreement shall be rendered null and void or unenforceable, or should the law require a provision in this Agreement that is not presently recited, such agreement shall be deemed amended as of the effective date of the amendment to the law.

10. WAIVER

No delay or failure to exercise any remedy or right occurring upon any default shall be construed as a waiver of such remedy or right, or an acquiescence in such default, nor shall it affect any subsequent default of the same or a different nature. All rights and remedies herein conferred shall be in addition to and not exclusive of any and all other rights or remedies now or hereafter existing at law or in equity.

11. HEADINGS

All headings and captions in this Agreement are for convenience only. They shall not be deemed part of this Agreement and shall in no way define, limit, extend or describe the scope or intent of any provisions hereof.

12. FURTHER ASSURANCES

The parties shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes set forth in this Agreement.

13. BINDING EFFECT

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executor, administrators, successors and assigns.

14. COUNTERPARTS

This Agreement may be executed in counterparts and each such counterpart, when taken together, shall constitute a single and binding Agreement.

15. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. The County of Lewis in the State of New York is hereby designated as the place of trial for any action or proceeding arising from or in any way connected to this Agreement.

16. NO ASSIGNMENT

In accordance with the provisions of Section 109 of the General Municipal Law of the State of New York, both parties are hereby prohibited from assigning, transferring, conveying, or otherwise disposing of this agreement, or its power to execute this Agreement, to any other person or corporation without the express written consent of the other party. Any such assignment or disposition without such consent shall be void and unenforceable.

17. ENTIRE AGREEMENT

This Agreement is the entire agreement among the parties and shall not be changed, except by a writing signed by the party to be charged. This Agreement shall supersede all prior agreements between the parties.

IN WITNESS WHEREOF, the parties hereto have set their respective hands and seals as of the day and year first above written.

Town of Denmark

Thomas Fleming, Supervisor

STATE OF NEW YORK)

COUNTY OF LEWIS) SS: On this _____ day of _____, 20____, before me personally came _____, to me known and known to me to be the person described in and who executed the foregoing instrument and he/she acknowledged to me that he/she executed the same.

Notary Public

Village of _____

_____, Mayor

STATE OF NEW YORK)

COUNTY OF LEWIS) SS: On this _____ day of _____, 20____, before me personally came _____, to me known and known to me to be the person described in and who executed the foregoing instrument and he/she acknowledged to me that he/she executed the same.

Notary Public

2018 Town of Denmark Fire Contract
Schedule A

Town agrees to pay Fire Departments no later than March 1st of 2018 in the following amounts:

| | |
|----------------------------------------------------|-------------|
| Zone I, Village of Copenhagen Fire Department | \$22,000.00 |
| Zone II, Village of Castorland Fire Department | \$22,000.00 |
| Zone III, Village of West Carthage Fire Department | \$ 8,750.00 |

No comments were made by any of the public present on either the proposed local law 6 of 2017 or the proposed fire contracts.

At 7:05pm Councilman Der made a motion to close the Public Hearing. His motion was seconded by Councilman Fazio.

Vote recorded as:

| | |
|--------------------|-----|
| Councilman Der | Aye |
| Councilman Fazio | Aye |
| Supervisor Fleming | Aye |
| Councilman Jones | Aye |

Councilman Der offered Resolution 44-2017 that the 2018 Fire Contracts be adopted as proposed. His resolution was seconded by Councilman Fazio.

Vote recorded as:

| | |
|--------------------|-----|
| Councilman Der | Aye |
| Councilman Fazio | Aye |
| Supervisor Fleming | Aye |
| Councilman Jones | Aye |

Resolution 44-2017 adopted 10/09/2017.

Discussion was held on the worker's compensation for the Fire Departments. Previously this has been paid directly by the Villages but this year the Town has been notified it is a Town expense and will be billed to the Town for 2018. Supt. Mahar suggested that the Villages and Fire Departments should be notified if the Town intends to deduct this money from the Fire Contract payments.

Discussion resumed on the possible early payoff of bonds.

Councilman Jones again made a motion that the Public Improvement Serial Bonds as documented in the 2004 Debt Service Schedule be paid as follows:

| | |
|-----------|---------------------|
| Year 2023 | Payment \$65,000.00 |
| Year 2024 | Payment \$70,000.00 |

His motion was seconded by Supervisor Fleming.

Vote recorded as follows:

| | |
|----------------|-----|
| Councilman Der | Aye |
|----------------|-----|

Councilman Fazio Aye
 Supervisor Fleming Aye
 Councilman Jones Aye

Discussion was held on renaming Old State Road. Councilman Der suggested it be named as follows:

- Line School Road from the Jefferson County Line to Deer River Road
- Old Bridge Road from Deer River Road to Roberts Road
- Old State Road from Roberts Road to NYS Route 26

Discussion was held. No action taken.

Councilman Der exited the meeting at 7:25pm.

All Abstracts were supplied to the Town Board prior to the meeting by Clerk Greene in the monthly board packet.

Councilman Der reentered the meeting at 7:27pm.

Highway Abstract 643, Claims 161-174, Total \$34,212.23 was discussed. Supt. Mahar noted that claim 170 to Suit-Kote Corporation included materials to pave approx. 500 feet of Comer Road. Councilman Fazio made a motion to pay the abstract as submitted. His motion was seconded by Supervisor Fleming.

Vote recorded as:

Councilman Der Aye
 Councilman Fazio Aye
 Supervisor Fleming Aye
 Councilman Jones Aye

General Abstract 600, Claims 177-189, total \$2,543.58, paid priors totaled \$1,045.95, total with paid prior \$3,589.53 was presented. Councilman Fazio made a motion to pay the abstract as presented. His motion was seconded by Councilman Der.

Vote recorded as:

Councilman Der Aye
 Councilman Fazio Aye
 Supervisor Fleming Aye
 Councilman Jones Aye

Water District Capital Fund Abstract #6, Claims 10-11 Total \$31,747.05 was reviewed. Councilman Der made a motion to pay the abstract as presented. His motion was seconded by Councilman Fazio.

Vote recorded as:

Councilman Der Aye
 Councilman Fazio Aye
 Supervisor Fleming Aye
 Councilman Jones Aye

Water District #1 Abstract 41, Claim 12, total of \$3.56 was reviewed. Councilman Fazio made a motion to pay the abstract as presented. His motion was seconded by Councilman Der.

Vote recorded as:

Councilman Der Aye
 Councilman Fazio Aye
 Supervisor Fleming Aye
 Councilman Jones Aye

Budget Officer's Report: Mrs. Fleming supplied the Town Board with the following documents:

- September 2017 Budget Officers Report
- September 2017 Financial Report
- 3rd Quarter Budget Vs. Actual Report
- Proposed 2018 Budget

- Financial Stress Report from the NYS Comptroller's Office for 2014, 2015 and 2016 (Clerk Greene emailed this to the Town Board prior to the meeting)

Discussion was held on the preliminary budget for 2018.

Councilman Jones made a motion to hold a Public Hearing of the proposed 2018 Town of Denmark Budget on November 9, 2017 at 7pm. His motion was seconded by Councilman Der.

Vote recorded as:

| | |
|--------------------|-----|
| Councilman Der | Aye |
| Councilman Fazio | Aye |
| Supervisor Fleming | Aye |
| Councilman Jones | Aye |

Discussion was held on W-4's (withholding forms) for town employees, appointees and officers. Mrs. Fleming has been reviewing the documents on file in her office and discovered that several are not on file. The people in these positions have been with the town for over a dozen years and no record of the form can be found. She will follow up with persons who need to submit the form for the files so everything is in place for the incoming Supervisor. She will also be creating a thumb drive of the payroll information for the incoming Supervisor to give to whoever takes over payroll.

The letter discussed last month for Community Bank to authorize the Budget Officer to make account inquiries has not been completed at this time. Mrs. Fleming has completed a rough draft but does not have it in final form for the Town Board's consideration at this time.

Discussion was held on the documents provided by Mrs. Fleming. Councilman Fazio made a motion to accept the Budget Officer's Reports for September 2017, the Financial Report for 2017 and the 3rd Quarter Budget vs. Actual. His motion was seconded by Councilman Der.

Vote recorded as:

| | |
|--------------------|---------|
| Councilman Der | Aye |
| Councilman Fazio | Aye |
| Supervisor Fleming | Abstain |
| Councilman Jones | Aye |

Assessor's Report: Mr. Vargulick asked the Town Board to consider the 2018 Exemption Questionnaire that was sent to the Town by Lewis County Real Property. If any changes are to be done they need to be reported to Lewis County by 11/17/2017. The two exemptions Mr. Vargulick would like the Town to review in particular are the Solar Exemption which Denmark opted out of in 1992 and the AGED Income limits. Discussion was held.

Discussion was also held on leaving the agreement between Denmark and the Town of Champion. The current agreement has been in place for over 10 years. At this point there is no incentive from the State to keep it. Town Board asked that Mr. Vargulick have Attorney Gebo review the agreement and advise the Town Board of what actions must be taken.

Councilman Jones asked if Mr. Vargulick had replaced his computer yet. Mr. Vargulick has not but plans to do so later this fall.

Mr. Vargulick recently attended a conference and discussed the information he learned with the Town Board. Generally speaking, the State seems to be suggesting a commercial solar project should be assessed in a manner similar to that used for hydro projects. In Denmark we have two hydro projects that are assessed and Mr. Vargulick uses State Advisories in determining the assessment of them. Mr. Vargulick is suggesting \$0.03 per kilowatt for commercial properties. Discussion was held. He will be checking with other local municipalities about what they are considering for assessment of solar.

Clerk Report: Clerk Greene provided her report to the Town Board in the board packet prior to the meeting. The Town Board had no questions.

Zoning Report: ZEO Lloyd Woodruff's report was included in the board packet for the meeting.

New Business:

-A letter from the Village of Copenhagen regarding district meter readings and rates (copy provided in emailed packet) was discussed. Town Board would like to attend the October 26, 2017 meeting of the Village of Copenhagen with Mr. Gebo to begin discussing the water agreement. Supervisor Fleming will consult with Mr. Gebo to see if he is available that evening.

Mrs. Fleming exited the meeting at 8:02pm.

-The DCO Inspection Report dated 9/29/2017-services of DCO rated as "Satisfactory" (copy provided in emailed packet) was reviewed by the Town Board.

-A letter from Lewis County Board of Elections, securing poll location 11/6/2017 and 11/7/2017 (copy provided in emailed packet) was reviewed.

Mrs. Fleming reentered the meeting at 8:04pm.

-A letter from the Volunteer Transportation Center, Inc thanking board for allowing presentation at 9/11/2017 meeting and contract (copy provided in emailed packet) were reviewed. Councilman Fazio made a motion to table the contract to the November 9, 2017 meeting. His motion was seconded by Councilman Der.

Vote recorded as follows:

| | |
|--------------------|-----|
| Councilman Der | Aye |
| Councilman Fazio | Aye |
| Supervisor Fleming | Aye |
| Councilman Jones | Aye |

Town Board members were provided with a copy of the 2016 Annual Report from NYMIR for their review and information.

Highway Supt. Report:

Mr. Mahar reported that some more chip sealing of roads will be happening this fall. The vacancy in the highway department is about to become permanent as of 10/05/2017. Supt. Mahar would like to fill this position. Discussion was held. Councilman Der made a motion that Supt. Mahar be authorized to hire one person as a MEO in a fulltime position. His motion was seconded by Supervisor Fleming.

Vote recorded as follows:

| | |
|--------------------|-----|
| Councilman Der | Aye |
| Councilman Fazio | Aye |
| Supervisor Fleming | Aye |
| Councilman Jones | Aye |

Discussion was held on the Mud Street culverts and their replacement.

Other Business: Discussion was held on the water heater for the municipal building. The current water heater is not working and needs to be replaced. Options were discussed. Councilman Fazio made a motion that the water heater be replaced and that a maximum of \$1000.00 be spent for this project. His motion was seconded by Supervisor Fleming.

Vote recorded as follows:

| | |
|--------------------|-----|
| Councilman Der | Aye |
| Councilman Fazio | Aye |
| Supervisor Fleming | Aye |
| Councilman Jones | Aye |

Mr. Vargulick exited the meeting at 8:20pm.

Discussion was held on cleaning the chairs in the courtroom / board room. Mrs. Fleming will speak to Mrs. Eddy (current cleaner) and see if she would consider doing this project.

Discussion was held on tablets for the Planning Board. The purchase of two tablets was authorized this year but none have been purchased. Councilman Der will speak to the Planning Board and see if they wish to pursue the purchase.

Being as there was no more business before the Board Councilman Fazio made a motion to adjourn the meeting. His motion was seconded by Councilman Jones.

Vote recorded as follows:

| | |
|--------------------|-----|
| Councilman Der | Aye |
| Councilman Fazio | Aye |
| Supervisor Fleming | Aye |

Councilman Jones Aye

Meeting adjourned at 8:30pm.
Prudence Greene
Town of Denmark Town Clerk

© 2021 Town Of Denmark, Lewis County

Printed On December 01, 2021