



Building and Codes Department
7660 North State Street
Lowville, New York
13367

March 24th ,2022

Supervisor Doyle
Town of Denmark
3707 Roberts Road
Carthage, New York
13619

Supervisor Doyle,

Within the municipalities that have entered Intermunicipal agreements with the County of Lewis for administration and enforcement of Local Zoning laws

The county utilizes a uniform zoning application and fee schedule, A zoning permit cannot be issued until the local zoning law is satisfied

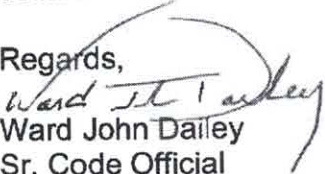
Applications that are presented to the county that are contrary to local law are denied, applicants are provided a "Letter of Referral "along with the denied zoning application to present to the Town Clerk who in turn schedules their appearance before the appropriate Board (Planning, ZBA, or Town Board)

Administration of the Towns Site Plan Review and Zoning Board of Appeals remains unchanged and under full authority of the Town to appoint

Only upon written documentation of the specific Boards approval of a denied zoning application, will this department issue a zoning permit

Town Zoning Fees Established by local law for projects subject to Site Plan Review such as Utility scale solar and wind Generation projects, are retained by the Town. Fees are remitted to the Town Clerk by the applicant upon Planning Board approval of the project

In these instances, the county will also assess a separate de minimis zoning Application fee of \$50 dollars

Regards,

Ward John Dailey
Sr. Code Official
O 315 377 2037
C 315 405 6531
F 315 377 3137
warddailey@lewiscounty.ny.gov



**INTERMUNICIPAL AGREEMENT
LAND USE AND ZONING ADMINISTRATION**

THIS AGREEMENT, made this ____ day of _____, _____, by and between the **COUNTY OF LEWIS**, (hereinafter "County" or "the County") with offices at 7660 State Street, Lowville, New York 13367; and the **TOWN/VILLAGE OF _____**, (hereinafter "Municipality"), with offices at _____.

WHEREAS, the Municipality has heretofore enacted a zoning law or ordinance which regulates the use of land within said Municipality; and

WHEREAS, in order to administer the above referenced zoning law or ordinance, it is necessary to review applications, related site plans in order to determine compliance with set back, usage and similar requirements; and

WHEREAS, furthermore, in order to administer the above referenced zoning law or ordinance, it is also necessary to inspect the premises from time to time while construction is proceeding in order to determine compliance with set back, usage and similar requirements; and

WHEREAS, General Municipal Law § 119-u [4](d) and in particular, Town Law § 284 [4](d) and Village Law § 7-741 [4](d), authorize a Town or Village to enter into an inter-municipal agreement with a county to carry out all or a portion of the ministerial functions related to land use regulation within such Town or Village and to provide for a land use administration and enforcement program which may replace individual land use administration and enforcement programs, if any, the terms and conditions of which shall be set forth in such agreement; and

WHEREAS, Lewis County wishes to promote inter-governmental cooperation to the extent of offering to participating Towns and Villages the opportunity to have the Lewis County Codes Department perform certain ministerial functions related to the permitting and inspection of properties within such participating Towns and Villages for the purpose of enforcing the zoning and land use regulations of such Town or Village;

NOW, THEREFORE, in consideration of the promises and covenants herein contained, the parties hereby agree as follows:

SECTION 1. TERM

This Agreement shall commence effective January 1, _____, and shall expire on December 31, _____, and shall automatically renew for additional one year terms unless either party notifies the other in writing of their intent to terminate the Agreement in accordance with Section 10 herein below.

SECTION 2. SERVICES PROVIDED

The County, through its Codes Department, shall provide the following services to assist the Municipality in the administration of its zoning law or ordinance:

- (1) Receive applications for zoning, subdivision, special use permit or site plan approval pursuant to the Municipality's zoning law, ordinance, rule or regulation or any other regulations which prescribe the appropriate use of property or the scale, location, and intensity of development within the Municipality.

- (2) Charge an application fee to the applicant in accordance with such fee schedule as the Lewis County Codes Department may establish and amend from time to time, and collect the fee therefor.
- (3) Review such applications to determine whether the same complies with the Municipality's zoning law, ordinance, rule or regulation and report thereon to the Municipality's Planning Board, Zoning Board of Appeals or such similar board or agency which is responsible under the Municipality's zoning law, ordinance, rule or regulation to approval or disapprove such applications.
- (4) Upon approval by such board or agency, the County Codes Department shall inspect the applicant's premises as often as may be necessary in order to determine whether the applicant's project as constructed, conforms to the Municipality's zoning law, ordinance, rule or regulation.
- (5) Provide periodic reports of activities and fees collected as may be required by the Municipality.
- (6) In the event of a legal challenge to the actions of the County Codes Department in providing these administrative services, it shall be the Municipality's obligation to defend any claim or lawsuit brought by the applicant.

SECTION 3. TERMINATION

Either Party to this Agreement may terminate this Agreement upon thirty (30) days written notice to the other Party. Upon the termination of this Agreement, any outstanding obligations shall be settled within thirty days of such termination unless the Parties with whom an obligation is due agree in writing to extend such date of settlement.

ARTICLE 4. INDEPENDENT CONTRACTOR

It is hereby mutually covenanted and agreed that in relation to the Municipalities, the County Codes Department shall be deemed an independent contractor and neither the County Codes Enforcement Officer nor its employees or agents shall hold themselves out as nor claim to be the officers or employees of the Municipality and shall make no claim for nor be entitled to: Workman's Compensation coverage, medical, unemployment, social security, or retirement membership benefits from the Municipality.

SECTION 5. NO ASSIGNMENT

In accordance with the provisions of Section 109 of the General Municipal Law, neither Party may assign, transfer, convey, sublet or otherwise dispose of this Agreement, or of its right, title or interest in this Agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the other Party. Any attempted assignment or subcontracting in violation of this paragraph shall be void and unenforceable. Nothing in this Section shall be deemed to prohibit or limit the authority of either Party to pledge a security interest in machinery or equipment owned by such Party to secure purchase money or other financing.

SECTION 6. CONTRACT DEEMED EXECUTORY:

This Agreement shall be deemed executory only to the extent of funds appropriated by either Parties' governing board and available for the purposes of this Agreement; and no liability on account thereof shall be incurred by either Party beyond the amount of such funds. It is

understood and agreed that neither this Agreement, nor any representation by any public employee or officer creates any legal, moral or equitable obligation on the part of either Party to request, appropriate or make additional funds available for the purposes of this Agreement.

SECTION 7. SEVERABILITY

If any provision of this Agreement is deemed to be invalid or inoperative for any reason, that part shall be deemed modified to the extent necessary to make it valid and operative, or if it cannot be so modified, then severed, and the remainder of the Agreement shall continue in full force and effect as if the Agreement had been signed with the invalid portion so modified or eliminated.

SECTION 8. NONWAIVER

In the event that the terms and conditions of this Agreement are not strictly enforced by either Party, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this agreement, nor shall such non enforcement prevent that non-enforcing Party from enforcing each and every term of this agreement thereafter.

SECTION 9. COMPLIANCE WITH ALL LAWS

Each and every provision of law and clause required by law to be inserted in this agreement shall be deemed to be inserted herein and this agreement shall be read and enforced as though it were included herein. If, through mistake or otherwise, any such provision is not inserted, or is not properly inserted, then upon application of either Party this Agreement shall forthwith physically be amended to make such insertion or correction.

SECTION 10. LAW

This agreement shall be governed by and interpreted according to the Laws of the State of New York. In the event that a dispute arises between the parties, venue for resolution of such dispute shall be a New York State Supreme Court sitting in the County of Lewis, New York.

SECTION 11. NOTICES

Any and all notices required hereunder shall be addressed as follows, or to such other address as may hereafter be designated in writing by either Party hereto:

To Lewis County: **Lewis County Codes Department
Lewis County Courthouse
7660 North State Street
Lowville, New York 13367**

To Municipality: _____

SECTION 12. COMPLETE AGREEMENT

This Agreement constitutes the entire integrated agreement between and among the parties hereto, relative to the services within the scope of section two of this Agreement, and supersedes any and all prior negotiations, agreements and conditions, whether written or oral.

SECTION 13. MODIFICATION

Any modification or amendment to this Agreement shall be void unless it is in writing and subscribed by the Party to be charged or by the Party's authorized agent.

SECTION 14. NO THIRD PARTY BENEFICIARY

Nothing contained in the Agreement is intended nor shall it be deemed to create a contractual relationship with, an obligation to, or a cause of action in favor of any third-party against either the County or the Municipality.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the date first written above.

COUNTY OF LEWIS

Approved as to form by

By:

County Attorney

Chairman, Board of Legislators

TOWN/VILLAGE OF _____

Approved as to form

By:

Town Attorney

Town Supervisor/Village Mayor

ACKNOWLEDGMENTS

STATE OF NEW YORK)
COUNTY OF LEWIS)SS:

On this _____ day of _____, _____, before me personally came _____, **Chairman of the Board of Legislators of the County of Lewis**, personally known to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public
STATE OF NEW YORK
COUNTY OF LEWIS

STATE OF NEW YORK)
COUNTY OF LEWIS)SS:

On this _____ day of _____, _____, before me personally came _____,
Town Supervisor [Village Mayor], personally known to me on the basis of satisfactory
evidence to be the individual whose name is subscribed to the within instrument and
acknowledged to me that he executed the same in his capacity, and that by his signature on
the instrument, the individual, or the person upon behalf of which the individual acted,
executed the instrument.

Notary Public
STATE OF NEW YORK
COUNTY OF LEWIS



OFFICE OF LEWIS COUNTY CODE ENFORCEMENT

7660 North State Street
Lowville, New York 13367
Telephone: (315) 376-5377
Fax: (315) 377-3137

Application for Town/Village of _____

Land Use/Zoning Permit

INSTRUCTIONS

Permits are available at the Town Clerks Office for the town you are building in, or at the Lewis County Building Codes Office.

Please fill in all of the information requested on the permit that pertains to your project.

If you have questions or need help, please call the Lewis County Codes Office.

You will need an approved Land Use Permit (from this office) in order to obtain a Lewis County Building Permit (for the structure).

The landowners name and address should also be on the permit if different from the applicants.

Location of development is the address of the location being developed or where the building is going. Please use the new 4 or 5 digit number assigned to your location by the Lewis County 911 Data Processing Office. If you don't know your 4 or 5 digit number, call 315-376-5336.

Please provide the correct Tax ID number from your tax bill: it will look like: 348.00-01-02.300

Please provide a complete description of your project.

An accurate and complete plot plan is required as explained on the application; applications will not be processed without a completed plot plan.

Driveways may be subject to regulation, applicant is responsible to contact entity that controls Right of Way prior to installation.

TOWN/VILLAGE OF _____

LAND USE APPLICATION

Date: _____ Permit Number: _____

Tax Map Number: Example (111.00 - 01 - 01.100) _____

Construction Start Up Date: _____ Application Fee: \$ _____

Applicants Name: _____ Phone: _____

Applicants Mailing Address: (Street, Town, Zip) _____

Property Owner's Name: _____ Phone: _____

Property owner's address: _____

Zone: _____

Exact location of property to be developed (911 address) _____

Is proposed Development/Use within a FEMA Designated Flood Zone? Yes _____ No _____

Describe the proposed development or use applied for (Single Family, Mobile Home, Storage Building, Garage, Home Occupation, Commercial, Retail, Other) _____

Size of Existing Building _____ Size of New Building/structure _____

Size of Addition Added to Existing Building _____ Closest Distance to Lot Lines, Right Side _____

Left Side _____ Rear Lot line _____ To Centerline of Road _____

Road Frontage _____ Depth of Lot _____ Total Acreage _____

To apply for a Land Use Permit, you MUST provide this Land Use Application filled out, a check payable to the Lewis County Clerk for the application fee, and One (1) copy of a Plot Plan (read directions on plot plan sheet).

The undersigned hereby makes application for a land use permit for the purpose and site described herein and agrees that such work will be undertaken in accordance with all applicable laws, ordinances, and requirements of the Town/Village in which it is located

Signature of applicant _____ Date _____

FOR ENFORCEMENT OFFICERS USE ONLY

Application approved (YES, NO)

WORK MAY COMMENCE

Signature of Enforcement Officer: _____ Date: _____

Applications approved with conditions - SEE ATTACHED

Signature of Enforcement Officer: _____ Date: _____

WORK MAY NOT COMMENCE

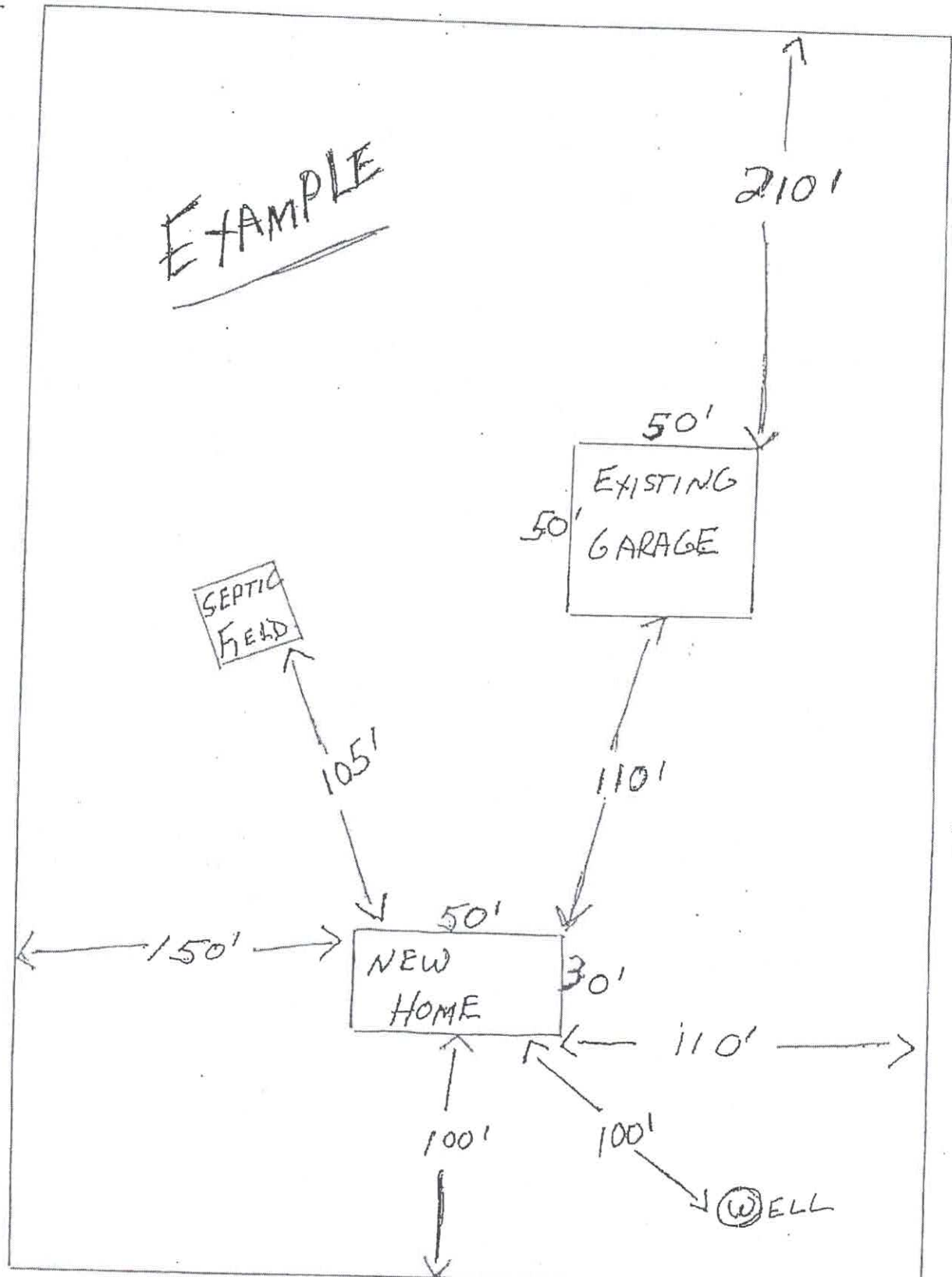
REASON ATTACHED

Signature of Enforcement Officer: _____ Date: _____

WIDTH OF LOT AT REAR

EXAMPLE

DEPTH OF LOT 500 FEET

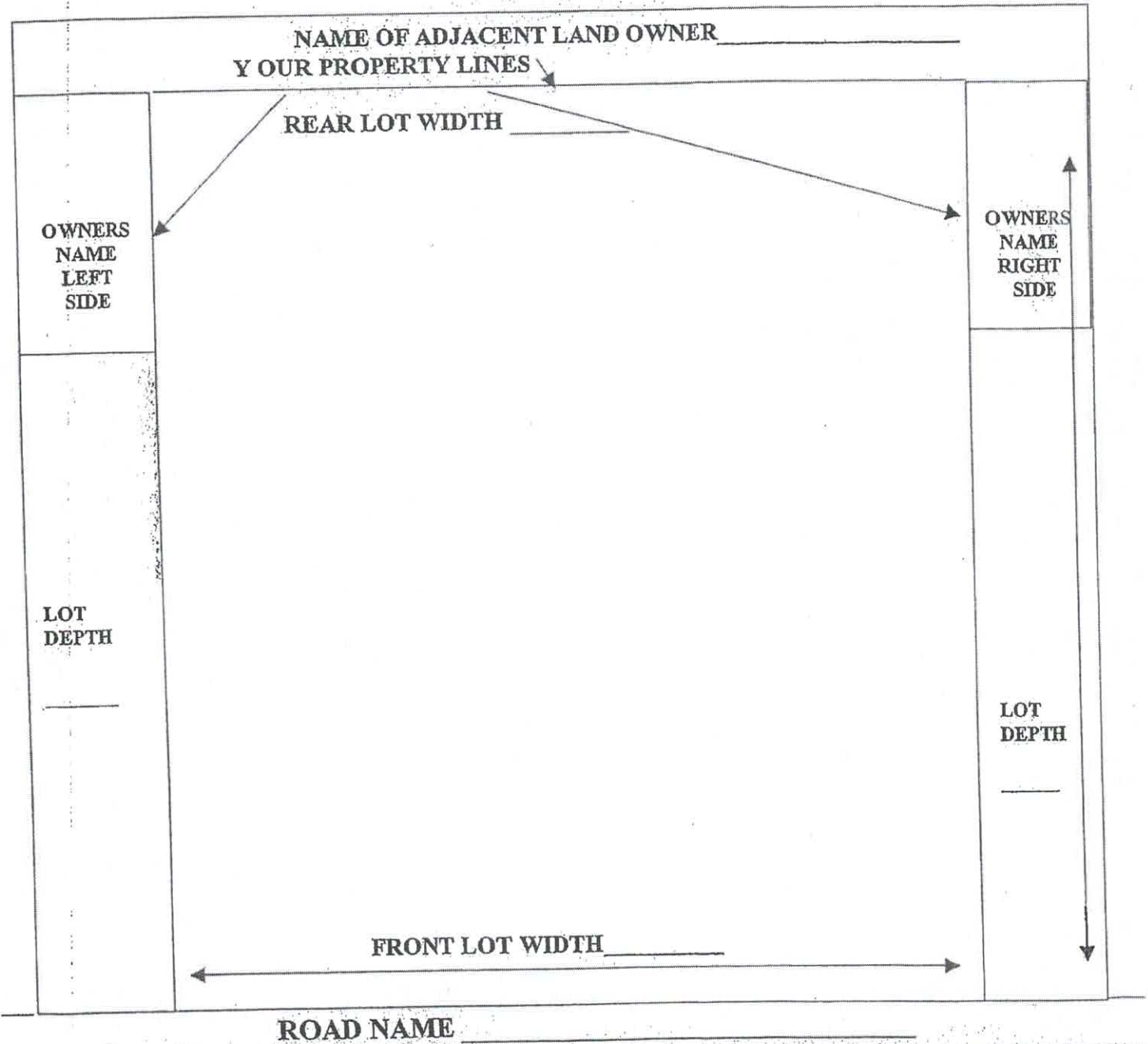


WIDTH OF LOT AT FRONT ROAD NAME

Use the space below or attach a separate sheet to show the location of the proposed building(s) in relation to all roads public or private, distance proposed building is from all bodies of water, the location of all wells and septic systems, existing and proposed, the distance between buildings and give the road name as well as the names of all adjacent landowners. Also show the lot width and depth, and show the distance of proposed building(s) to all property lines.

NOTE: GIVE THE DISTANCE OF ALL WELL AND SEPTIC SYSTEMS ON NEIGHBORING PROPERTIES TO YOUR PROPOSED WELL/SEPTIC IF CLOSER THAN 150FT.

PLOT DIAGRAM



THIS AREA REPRESENTS THE ROAD IN FRONT OF YOUR PROPERTY. SHOW DRIVE AS



OFFICE OF LEWIS COUNTY CODE ENFORCEMENT

7660 North State Street
Lowville, New York 13367
Telephone: (315) 376-5377
Fax: (315) 377-3137

The Lewis County Building Codes Department enforces the Zoning and Land Use Laws as an accommodation to the towns and villages. The Zoning and Land Use Permit Applications may be obtained at the County Building Codes Department, Monday – Friday, 8:30 a.m. – 4:30 p.m.

ZONING / LAND USE PERMIT FEE SCHEDULE

| | | |
|--|------------------------------|---------|
| Principal Structure | | \$50.00 |
| Multi-family dwelling | \$15.00 per living unit plus | \$50.00 |
| Agricultural structure (new and new additions) <i>(Where required by town law)</i> | | \$25.00 |
| Additions to Buildings and Structures Under 144 square feet | | \$25.00 |
| Additions to Buildings and Structures and accessory structures 144 square feet to 500 square feet | | \$25.00 |
| Additions to Buildings and Structures and accessory structures Over 500 square feet | | \$50.00 |
| If attendance of the zoning official is required at a <i>Town Board, Zoning Board of Appeals</i> or <i>Planning Board</i> meeting, the applicant will pay a per hour charge of | | \$25.00 |

Questions on Subdivisions should be referred to the Town Clerk or Planning Board Chairman of the Town or Village.

The above fee schedule only covers Zoning and Land Use permits. Town law determines the regulations and fees.

Building permits are also required for most all construction in Lewis County and are governed by state law.

Nicholas Astafan
Town Dog
Control Officer

John Young
Deputy Town Dog
Control Officer

OFFICE OF DOG CONTROL

Town of Denmark
3707 Roberts Rd
Carthage, NY 13619
(315)-307-7670

March 2022
Activity Report

Page 1 of 2

3/1/2022 301-122D 6:03p Deputy DCO received several calls regarding a dog loose on State Rt 12 in Copenhagen. Reports were a medium black and white dog almost getting hit by a car, last seen near the bridge. Upon arrival dog was not around, while checking the area a call was received by a Michael Sharpe currently at the Cottage Inn 9794 State Rt 12 and had the dog. Dog did not have a collar, dog was taken to shelter.

3/4/2022 XXXX 9:17a Contacted owners on delinquent license and/or rabies vaccination lists.

3/6/2022 306-122D 12:28p Received a call from Denise Augustine 702 Phalen Dr Apt 2 of a found male dog in her yard, dog appeared to be a male Husky mix. Dog had no collar, dog was taken to shelter.

3/9/2022 309-122D 2:12p Received a call from Scott Moshier 9556 Church St of a black dog loose in the area. Upon arrival a black Labrador Retriever was in his yard, Mr Moshier stated he has seen the dog in the area before. Dog was a female and wearing a red collar with a T of Denmark tag. Dog belonged to Julie Reape 5108 Climax St who was contacted and came over to claim the dog. Ms Reape was given a copy of town dog law and if the dog was discovered loose again or a complaint is filed, she could be ticketed.

3/17/2022 317-122D 7:21a While turning on to East Rd from State Rt 410, I noticed two dogs loose. A black & white dog was standing in the road and a brown dog closer to the shoulder of the road near 9496 East Rd. Both dogs had collars but no tags, both were male. As both were good together, both were able to be transported to the shelter with no issues.

Nicholas Astafan
Town Dog
Control Officer

John Young
Deputy Town Dog
Control Officer

OFFICE OF DOG CONTROL

Town of Denmark
3707 Roberts Rd
Carthage, NY 13619
(315)-307-7670

Page 2 of 2

3/18/2022 318-122D 3:54p Deputy DCO received several calls of a dog loose on State Rt 12 just past Copenhagen toward Watertown, dog was believed to be a Husky mix black and white and reports were "several" people trying to keep the dog out of the road. Upon arrival, dog was at 10161 State Rt 12, dog is female with pink & white collar but no tags. Dog was taken to shelter.

3/21/2022 XXXX 9:33a Contacted owners on delinquent license and/or rabies vaccination lists.

3/24/2022 324-122D 9:07a Received call from Edwin Wagner 9889 East Rd that he found a hound mix male dog in his yard. Dog had a collar and tag with a phone number, called number and left message on voicemail that dog would be at shelter.

Respectfully



Nicholas Astafan
Town Dog Control Officer

March 2022 Zoning Officer Report

Permits

| | | |
|----------------------|---|---|
| Zoning Permit 2/2022 | Steve and Jean Szalach 11644 Zecher Road Carthage, NY 13619 | 614.5 sq foot lean to addition on existing shed |
| Zoning Permit 3/2022 | Roggie & Son for Clifford & Julie Smith 3218 Roberts Road Carthage, NY 13619 | 10 x 20 covered porch |
| Zoning Permit 4/2022 | Andy and Michelle Hammond 11570 Main St. Road (Zecher Road) Carthage, NY 13619 | 14 x 7 addition to dwelling |

Zoning Officer Activity

None

Analysis of Collections

by transactionDate

4/7/22

| Date | Qty | Taxes collected | Interest paid | Penalty paid | Installment Fees Paid | Daily total collected | Total overall collections |
|--------------|--------------|---------------------|-----------------|--------------|-----------------------|-----------------------|---------------------------|
| 1/3/22 | 13 | 16,563.22 | 0.00 | 0.00 | 0.00 | 16,563.22 | 16,563.22 |
| 1/4/22 | 19 | 26,995.75 | 0.00 | 0.00 | 0.00 | 26,995.75 | 43,558.97 |
| 1/5/22 | 14 | 20,264.10 | 0.00 | 0.00 | 0.00 | 20,264.10 | 63,823.07 |
| 1/10/22 | 146 | 164,755.69 | 0.00 | 0.00 | 79.98 | 164,835.67 | 228,658.74 |
| 1/11/22 | 21 | 20,263.45 | 0.00 | 0.00 | 0.00 | 20,263.45 | 248,922.19 |
| 1/12/22 | 39 | 44,438.69 | 0.00 | 0.00 | 45.67 | 44,484.36 | 293,406.55 |
| 1/13/22 | 41 | 36,465.90 | 0.00 | 0.00 | 58.15 | 36,524.05 | 329,930.60 |
| 1/18/22 | 135 | 203,607.47 | 0.00 | 0.00 | 254.63 | 203,862.10 | 533,792.70 |
| 1/19/22 | 58 | 81,551.31 | 0.00 | 0.00 | 0.00 | 81,551.31 | 615,344.01 |
| 1/20/22 | 83 | 94,726.57 | 0.00 | 0.00 | 30.31 | 94,756.88 | 710,100.89 |
| 1/21/22 | 17 | 15,921.72 | 0.00 | 0.00 | 0.00 | 15,921.72 | 726,022.61 |
| 1/24/22 | 94 | 181,529.48 | 0.00 | 0.00 | 36.72 | 181,566.20 | 907,588.81 |
| 1/25/22 | 33 | 40,355.92 | 0.00 | 0.00 | 0.00 | 40,355.92 | 947,944.73 |
| 1/26/22 | 81 | 94,584.93 | 0.00 | 0.00 | 24.90 | 94,609.83 | 1,042,554.56 |
| 1/27/22 | 143 | 185,349.36 | 0.00 | 0.00 | 111.91 | 185,461.27 | 1,228,015.83 |
| 1/28/22 | 13 | 30,589.77 | 0.00 | 0.00 | 98.42 | 30,688.19 | 1,258,704.02 |
| 1/29/22 | 82 | 107,998.06 | 0.00 | 0.00 | 153.90 | 108,151.96 | 1,366,855.98 |
| 1/31/22 | 219 | 407,716.29 | 0.00 | 0.00 | 310.65 | 408,026.94 | 1,774,882.92 |
| 01.22 | 1,251 | 1,773,677.68 | 0.00 | 0.00 | 1,205.24 | 1,774,882.92 | 1,774,882.92 |
| 2/1/22 | 16 | 25,480.15 | 56.44 | 0.00 | 63.88 | 25,600.47 | 1,800,483.39 |
| 2/2/22 | 22 | 25,148.06 | 0.00 | 0.00 | 189.81 | 25,337.87 | 1,825,821.26 |
| 2/3/22 | 3 | 289.74 | 0.00 | 0.00 | 0.00 | 289.74 | 1,826,111.00 |
| 2/7/22 | 11 | 12,614.40 | 48.15 | 0.00 | 28.11 | 12,690.66 | 1,838,801.66 |
| 2/8/22 | 3 | 3,594.33 | 0.05 | 0.00 | 0.00 | 3,594.38 | 1,842,396.04 |
| 2/9/22 | 2 | 5,997.54 | 16.71 | 0.00 | 0.00 | 6,014.25 | 1,848,410.29 |
| 2/10/22 | 2 | 1,513.09 | 0.59 | 0.00 | 0.00 | 1,513.68 | 1,849,923.97 |
| 2/14/22 | 8 | 8,229.28 | 82.29 | 0.00 | 0.00 | 8,311.57 | 1,858,235.54 |
| 2/15/22 | 3 | 4,558.14 | 45.59 | 0.00 | 0.00 | 4,603.73 | 1,862,839.27 |
| 2/16/22 | 1 | 2,219.88 | 22.20 | 0.00 | 0.00 | 2,242.08 | 1,865,081.35 |
| 2/17/22 | 6 | 10,693.18 | 106.93 | 0.00 | 0.00 | 10,800.11 | 1,875,881.46 |
| 2/22/22 | 5 | 4,870.48 | 41.67 | 0.00 | 0.00 | 4,912.15 | 1,880,793.61 |
| 2/23/22 | 3 | 8,307.79 | 83.07 | 0.00 | 0.00 | 8,390.86 | 1,889,184.47 |
| 2/24/22 | 2 | 3,422.42 | 34.23 | 0.00 | 0.00 | 3,456.65 | 1,892,641.12 |
| 2/28/22 | 39 | 78,693.01 | 776.60 | 0.00 | 0.00 | 79,469.61 | 1,972,110.73 |
| 02.22 | 126 | 195,631.49 | 1,314.52 | 0.00 | 281.80 | 197,227.81 | 1,972,110.73 |
| 3/1/22 | 4 | 5,574.38 | 55.74 | 0.00 | 0.00 | 5,630.12 | 1,977,740.85 |
| 3/2/22 | 2 | 4,659.67 | 46.59 | 0.00 | 0.00 | 4,706.26 | 1,982,447.11 |
| 3/3/22 | 3 | 3,285.07 | 46.90 | 0.00 | 0.00 | 3,331.97 | 1,985,779.08 |
| 3/7/22 | 5 | 15,580.75 | 311.62 | 0.00 | 0.00 | 15,892.37 | 2,001,671.45 |
| 3/8/22 | 2 | 1,462.09 | 13.28 | 0.00 | 0.00 | 1,475.37 | 2,003,146.82 |
| 3/9/22 | 2 | 1,317.77 | 26.35 | 0.00 | 0.00 | 1,344.12 | 2,004,490.94 |
| 3/14/22 | 4 | 6,480.05 | 114.76 | 0.00 | 0.00 | 6,594.81 | 2,011,085.75 |
| 3/16/22 | 2 | 6,455.21 | 129.11 | 0.00 | 0.00 | 6,584.32 | 2,017,670.07 |
| 3/17/22 | 1 | 984.24 | 19.68 | 0.00 | 0.00 | 1,003.92 | 2,018,673.99 |
| 3/21/22 | 5 | 3,389.97 | 67.80 | 0.00 | 0.00 | 3,457.77 | 2,022,131.76 |
| 3/23/22 | 1 | 1,222.51 | 24.45 | 0.00 | 0.00 | 1,246.96 | 2,023,378.72 |
| 3/24/22 | 1 | 1,809.04 | 36.18 | 0.00 | 0.00 | 1,845.22 | 2,025,223.94 |
| 3/28/22 | 3 | 4,179.01 | 76.07 | 0.00 | 0.00 | 4,255.08 | 2,029,479.02 |
| 3/29/22 | 4 | 4,699.81 | 58.91 | 0.00 | 0.00 | 4,758.72 | 2,034,237.74 |
| 3/30/22 | 2 | 2,861.15 | 57.22 | 0.00 | 0.00 | 2,918.37 | 2,037,156.11 |

Analysis of Collections
by transactionDate

4/7/22

| Date | Qty | Taxes collected | Interest paid | Penalty paid | Installment Fees Paid | Daily total collected | Total overall collections |
|----------------|--------------|---------------------|-------------------|---------------|-----------------------|-----------------------|---------------------------|
| 3/31/22 | 5 | 11,072.23 | 221.44 | 1.00 | 0.00 | 11,294.67 | 2,048,450.78 |
| 03.22 | 46 | 75,032.95 | 1,306.10 | 1.00 | 0.00 | 76,340.05 | 2,048,450.78 |
| Totals: | 1,423 | 2,044,342.12 | 2,620.62 ✓ | 1.00 ✓ | 1,487.04 ✓ | 2,048,450.78 | 2,048,450.78 |

Prudence Heene
4/7/2022

Town of Denmark
Special Funds -

We need and greatly
appreciate the funds supplied
to help with our summer costs.

Deer River Swinburne
Cemetery

| | |
|-------------------|---------------|
| Dave & Mary Jones | Lonnir Arndt |
| Bob Cummings | Chuck Hancock |
| Ray Taylor | |

4-4-22

Denmark Town Boro:

On behalf on the Board of Directors
of Castorland Union Cemetery Assoc. Inc.
Thank you for the \$500 donation
to help with general maintenance of
the cemetery.

Sincerely,
David W. Rosen
Secretary/Treasurer

RIVERSIDE CEMETERY ASSOCIATION

Cataract Street, PO Box 573
Copenhagen, New York 13626

President: Lewis Alexander
Vice-president:
Secretary/Treasurer: Lesley Nevills

Board Members: Sam Lundy
Cynthia Pridell
Deborah Shambo
Brena Shelmidine
Frank Simmons

March 28, 2022

Town of Denmark Board
3707 Roberts Road
Carthage, NY 13619

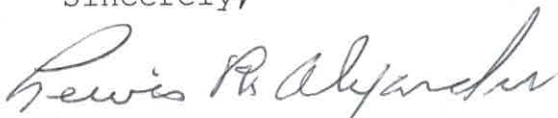
Dear Board Members,

We appreciate your generous contribution of \$500 to the Riverside Cemetery Association. We were awarded another grant from the NYS Division of Cemeteries for the sole use of stabilizing unsafe monuments. That work was completed by T. F. Wright & Sons last fall.

We have approached Ben Shambo to work another season on lawn maintenance. He said he would get back to us with a price soon. River of Life congregation has volunteered every year to help with spring and fall cleanups.

We are thankful for your continued support in helping us maintain the cemetery as a place of honor and respect for those who have gone before us.

Sincerely,



Lewis Alexander
President

Floyd Lyng Post 723
American Legion
Copenhagen, New York

April 1, 2022

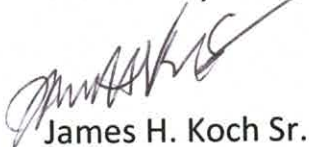
Town of Denmark:

Dear Sirs:

Floyd Lyng Post 723 requests a donation of at least Two Hundred Dollars to help cover the cost of Cemetery Grave Flags for the veteran graves in the Denmark Township. This year we put flags on about 300 graves, Cemeteries included Brady's farm, Hillcrest, Roberts road, Wilson Rd, and other locations flags cost us approx. 90 cent each. We supply 3' x 5' Polyester flags for Riverside, St Mary's, Roberts Road, Flags cost \$20.00 each. The Copenhagen 2nd graders and teacher's help flag Riverside and St. Mary's Cemeteries.

We lead off all Copenhagen parades and provide military burial honors.

We thank you for your support,


James H. Koch Sr.

Adjutant Post 723

9746 Watson Rd

Copenhagen NY 13626

315-681-3566



River Area Council of Governments

www.racog.org

Municipal Management Consultant Monthly Announcements

April 2022

Next RACOG Meeting
TBD

Tug Hill Commission Local Government Conference – April 19, 2022 @ Turning Stone Resort - <https://tughill.org/lgc2022/>

RACOG Economic Visioning Summit – April 28, 2022, 9:00am to 12:00pm @ Zero Dock Street Restaurant – Registration <https://tinyurl.com/riverareasummit>

Tug Hill Community Recognition Awards Nominations Open – Awardees will be recognized at the commission's 2022 annual dinner, scheduled for Thursday, October 20 at Zero Dock Street in Carthage. A full program description and detailed list of criteria are available at www.tughill.org/about/tug-hill-community-recognition-award/, but overall the award is looking for local governments or groups that have gone above and beyond to implement a project that has made a real impact in their area.

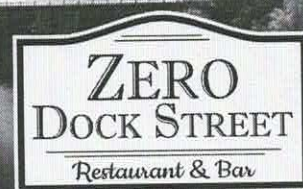
RACOG UPDATES

- **Promotional Video** – RACOG board approved to move forward with CGI in doing a free promotional video and banner program for the region. There will be a subcommittee formed to work with CGI on potential content of the video.
- **RACOG Economic Visioning Summit** – The summit will be held on April 28th, 2022 at the Zero Dock Street restaurant.
- **RACOG Event Display** – Will be working with Tim Widrick and any others interested in being part of this subcommittee in what display materials RACOG might want at the upcoming fairs, as part of the Tug Hill Commission booth. May have BOCES visual communications class get involved.
- **LED Lighting** – Lewis County has been approved by NYS DOS for the shared service funds they requested, and Jefferson County will be submitting their final paperwork this week. The shared service funds are an extra incentive the group got, which was not originally planned on.
- **Complete Street Projects** – Projects are rolling out of Jefferson Lewis BOCES now. Deferiet got their two metal benches completed, Carthage got their boardwalk, Copenhagen got their kiosk, and the rest of the projects should be wrapping up soon. If other communities are interested in the future of doing some similar projects, BOCES is willing to discuss those projects.
- **"Friends of the Black River" Working Group** – At the last meeting in March, the group had Dr. John Gallucci, Dr. Tim Abel and (tentatively) Dr. Laurie Rush join in on discussions. Dr. Gallucci is the author of the *Castorland Journal* translation. Dr. Abel is a consulting archeologist and educator with a long history of work in our region. Dr. Rush is the Cultural Resource Manager at Fort Drum.
- **Fort Drum Intern** – Josh will be with us until mid-May.

TRAININGS/WORKSHOPS

Mickey Dietrich • RACOG Municipal Management Consultant • Tug Hill Commission • 317 Washington St.
Watertown, NY 13601
(315) 785-2380 • mickey@tughill.org

RIVER AREA VISIONING ECONOMIC SUMMIT



Thursday, April 28, 2022
9:00AM to 12:00PM
Zero Dock Street Restaurant
130 Canal St.
Carthage, NY 13619

FREE EVENT
REGISTRATION
REQUIRED

Event is free, but pre-registration is required at <https://tinyurl.com/riverareasummit> or by contacting Mickey Dietrich by phone (315) 681-5023 or by email mickey@tughill.org.

Agenda

9:00 – Introduction

9:15 – Chamber of Commerce Panel (*Lewis County Chamber & Carthage Area Chamber*)

9:45 – Business Development Panel/Business Success Stories (*Jefferson County Economic Development, Lewis County Economic Development, Town of Wilna Community Coordinator*)

10:20 - Community Development (*Jefferson County Planning, Lewis County Planning, Tug Hill Commission*)

10:55 - Break

11:20 – SWOT Exercise (*Identify potential goals and opportunities.*)

11:55 – Closing Remarks

12:00 – End of Conference

RIVER AREA COUNCIL OF GOVERNMENTS

SALES QUOTE



**ADVANCED
BUSINESS
SYSTEMS**
INCORPORATED

22811 County Route 51
Watertown, NY 13601
315-788-7989
www.abscopiers.com

Sales Quote No: SO953
Date: 3/25/22
Account No: 68844740

Bill To: DENMARK TOWN OF
3707 ROBERTS ROAD
CARTHAGE, NY 13619

Ship To: DENMARK TOWN OF
3707 ROBERTS ROAD
CARTHAGE, NY 13619

| Sales Person | P.O. Number | Ship Method | Payment Terms | Quote Expires On |
|--------------|-------------|-------------|---------------|------------------|
| Jesse Lennox | | UPS | NET40 | 4/24/22 |
| Notes | | | | |

| Item No | Description | Quantity | UM | Price | Disc | Amount |
|-------------------|--|----------|----|---------|------|---------|
| MDR | Advanced Active Threat Hunting (Monthly) | 1.00 | EA | \$21.00 | 0.00 | \$21.00 |
| Subtotal | | | | | | \$21.00 |
| Discount | | | | | | \$0.00 |
| Freight | | | | | | \$0.00 |
| Sales Tax | | | | | | \$0.00 |
| Sales Order Total | | | | | | \$21.00 |

Your acceptance of this quote and signature belows signifies acceptance of the above stated terms, items and prices. Pricing shown does not include sales tax. Hardware pricing is subject to change after fourteen days from the quote date.

If leasing or HaaR, a signed agreement will be required before your order is processed. If purchasing, a 50% deposit will be required before your order is processed. Any order cancellations will be subject to a 20% restocking fee and will be at the discretion of ABS.

Signature: _____

Name: _____

Title: _____

Date: _____



B.R. Johnson, LLC
 6960 Fly Road
 East Syracuse, NY 13057
 Tel: 315-437-1070 Fax: 315-437-0971

Quote

Quote # : **438348**
 Quote Date : **Mar 25, 2022**
 Expiration Date : **Apr 24, 2022**

Customer:
 Town of Denmark
 3707 Roberts Road
 Carthage, NY 13619

Ship To:
 Town of Denmark
 3707 Roberts Road
 Carthage, NY 13619

Account Code : DENMARK
 Terms : NET 30
 Customer Job # :
 Salesperson : Jim Vandish
 Order Name : Front entry

Purchase Order # :
 Shipped Via : Installer (AW)

Entry Frame, hardware and auto operator with buttons and bollard for exterior and new auto operator and monitor switch for interior pair installed. New door/frame and operator installed at Back door. Replace elevator, Dog Control, clerk and Judges doors. All openings will be verified and measured again if ordered.
 120VAC above the doors provided by others to each opening requiring power.

| <u>Qty</u> | <u>Product Description</u> | <u>Unit Price</u> | <u>Extended Price</u> |
|------------|---|-------------------|-----------------------|
| 1 | 6070 DBL DR14 STD 712 A0 A60P LHR\RHR (C1B; F10A(2)) Openings: 1E | 272.03 | 272.03 |
| 1 | 3070 HMD PAF18 4 A60P N26 A1 LHR (F10A; G1; K2; S2A; 23" x 31" Insulating 1"; GK_INSTALL&GLAZE) Openings: 1E | 1,091.83 | 1,091.83 |
| 1 | 3070 HMD PAF18 4 A60P N26 A1 RHR (F10A; G1; K2; S2A; 23" x 31" Insulating 1"; GK_INSTALL&GLAZE) Openings: 1E | 722.02 | 722.02 |
| 2 | Continuous Hinge CFM 83 HD1/TKS1267SP10R21 Openings: 1E(2) | 115.38 | 230.76 |
| 1 | Exit Device 7100 36" 630 Openings: 1E | 570.45 | 570.45 |
| 1 | Exit Device 7100 36" B 630 Openings: 1E | 651.28 | 651.28 |
| 1 | Exit Device Trim AU626F LHR 630 Openings: 1E | 200.66 | 200.66 |
| 1 | Exit Device Trim AU626F RHR 630 Openings: 1E | 183.37 | 183.37 |
| 1 | Keyed Mullion KRM200 84" K660 600 Openings: 1E | 816.25 | 816.25 |



B.R. Johnson, LLC
 6960 Fly Road
 East Syracuse, NY 13057
 Tel: 315-437-1070 Fax: 315-437-0971

Quote

Quote # : 438348
 Quote Date : Mar 25, 2022
 Expiration Date : Apr 24, 2022

Customer:
 Town of Denmark
 3707 Roberts Road
 Carthage, NY 13619

Ship To:
 Town of Denmark
 3707 Roberts Road
 Carthage, NY 13619

Account Code : DENMARK
 Terms : NET 30
 Customer Job # :
 Salesperson : Jim Vandish
 Order Name : Front entry

Purchase Order # :
 Shipped Via : Installer (AW)

| <u>Qty</u> | <u>Product Description</u> | <u>Unit Price</u> | <u>Extended Price</u> |
|------------|---|-------------------|-----------------------|
| 3 | PowerMatic Operator 5740 689 Openings: 1E, 1EI, 2B | 1,807.01 | 5,421.03 |
| 1 | Clear Path Pkg. # 3 CTP-HV Openings: 1E | 592.94 | 592.94 |
| 1 | 608-R-GR-SM-NP-NR BOLLARD Openings: 1E | 362.68 | 362.68 |
| 1 | MS KIT Monitor Switch Kit Openings: 1E | 261.49 | 261.49 |
| 2 | Door Cord (Loop) TSB-C Openings: 1E, 1EI | 23.73 | 47.46 |
| 1 | 3870 HMD PAF18 4 A60P N26 A1 RHR (F1C3; K2; 32" x 31" Insulating 1"; GK_INSTALL&GLAZE) Openings: 2B | 1,278.72 | 1,278.72 |
| 1 | 3870 SGL SR14 STD 834 A0 A60P RHR (C1B; F1C3; G4) Openings: 2B | 286.72 | 286.72 |
| 3 | Hinges TA2714 4 1/2 X 4 1/2 NRP 26D Openings: 2B(3) | 6.48 | 19.44 |
| 1 | Threshold 2005 AV 44" Openings: 2B | 60.23 | 60.23 |
| 1 | Weatherstrip 305 CR 1 x 48" 2 x 84" Openings: 2B | 61.69 | 61.69 |
| 1 | Door Bottom 315 CN 48" Openings: 2B | 14.73 | 14.73 |
| 1 | Clear Path Pkg. #1 CTP-H Openings: 2B | 284.80 | 284.80 |
| 1 | Electric Strike 9600 12/24VDC 630 Openings: 2B | 337.14 | 337.14 |



Quote

B.R. Johnson, LLC
6960 Fly Road
East Syracuse, NY 13057
Tel: 315-437-1070 Fax: 315-437-0971

Quote # : **438348**
Quote Date : **Mar 25, 2022**
Expiration Date : **Apr 24, 2022**

Customer:
Town of Denmark
3707 Roberts Road
Carthage, NY 13619

Ship To:
Town of Denmark
3707 Roberts Road
Carthage, NY 13619

Account Code : DENMARK
Terms : NET 30
Customer Job # :
Salesperson : Jim Vandish
Order Name : Front entry
Purchase Order # :
Shipped Via : Installer (AW)

| <u>Qty</u> | <u>Product Description</u> | <u>Unit Price</u> | <u>Extended Price</u> |
|------------|---|----------------------------------|-----------------------|
| 1 | 3070 WD BRJ Stock 1-3/4" Birch F Hinge Only Clear RH (HINGE_ADD3; LOCK_ADD_161L) Openings: 3EL | 780.71 | 780.71 |
| 2 | 3070 WD WH BIRCH PC BRJ161L CLR RH Openings: 4CO, 6DC | 341.62 | 683.24 |
| 1 | Field Service Openings: Install | 7,040.00 | 7,040.00 |
| | | Pre-Tax Total : | 22,271.67 |
| | | NY30 - NY Jefferson County Tax : | 0.00 |
| | | Quote Total : | 22,271.67 |

- Quote is valid for 30 days and may be withdrawn by BRJ at any time, without notice.
- Furnish only jobs will have no retainage.
- Buyer must verify all sizes, quantities and manufacturer's specifications. Any alteration or deviation from the information contained within will require that the material be re-quoted; including quotes beyond the 30 day expiration date.
- This quote, its acceptance and shipment of materials is contingent on approval of the buyer's credit worthiness and credit limit, as decided upon by BRJ.
- Claims for errors or damage cannot be considered unless made promptly upon receipt of goods and in no event, more than 10 days after receipt of materials.
- Any and all taxes are the responsibility of the buyer.
- Back charges will not be considered unless BRJ has accepted them in writing, prior to the performance of the work.

•Merchandise cannot be returned without prior written approval from BRJ. All stock merchandise will be subject to a minimum 35% re-stocking charge; special order material may not be returned for credit.

•The following exclusions may or may not be applicable to this quote. Please verify if you have requested an option that has been excluded:

- oPainting/Finishing
- oGlass/Glazing
- oInstallation
- oWire, wiring, conduit, wiring diagrams (other than manufacturer's standard issued installation instructions)
- oWarranty on re-used material or hardware
- oAluminum doors, frames, & hardware for such
- oUnloading, staging or phased delivery of material. (Tailgate delivery ONLY)

•If the buyer's company requires a written purchase order and/or change order, material will not be ordered, fabricated, manufactured or shipped until BRJ is in receipt of signed/written document/s from the buyer.

•If you have requested submittals for the material on this quote, material will not be ordered, fabricated, manufactured or shipped until BRJ is in receipt of signed/approved submittals. Requests for shipment of material prior to receiving approved submittals will require that the buyer sign a BRJ Partial Material Release document, at which point, the buyer is solely responsible for all sizes, quantities and specifications.

Please reference our Standard Terms and Conditions of Sale available at <http://www.brjohnson.com/terms>

I accept this quote and have agreed to all aforementioned terms, conditions and exclusions, unless noted otherwise.

(PLEASE PRINT NAME) (TITLE)

(COMPANY NAME) (P.O. # if REQUIRED)

(SIGNATURE) (DATE)

(CONTACT NAME IF DIFFERENT) (PHONE NUMBER)



April 15, 2022

Mr. Scott Doyle, Town Supervisor
Town of Denmark
3707 Roberts Road
Carthage, New York 13619

Re: Town Office ADA Accessible Entrance Ramp
Subj: Proposal for Engineering Design and Bidding Services
File: P710.1876

Dear Mr. Doyle:

Barton & Loguidice, D.P.C. (B&L) is pleased to provide the Town of Denmark with this proposal for engineering design and bidding services for the above referenced project.

Project Understanding

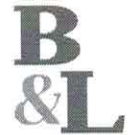
The existing concrete entrance ramp at the Town Office building does not meet current ADA accessibility guidelines and the Town would like to engage B&L to prepare the necessary plans and specifications for public bid of a new ramp. The proposed entrance ramp will be constructed in accordance with current ADA accessibility guidelines. It is assumed that the new ramp configuration may need to run parallel and wrap back and forth in front of the building in order to achieve ADA compliant slopes. Construction work involved will include:

1. Replacement of the existing concrete sidewalk ramp, providing direct access to the entrance
2. Construction of a new ADA compliant concrete entrance ramp (likely parallel to the building)
3. Installation of stainless steel handrails (as determined necessary by ADA slope requirements)
4. Installation of tubing for radiant heating in all reconstructed and new concrete sidewalk slabs. It is assumed that the new tubing can be connected directly to the existing tubing that was previously cut and capped.
5. New pavement markings for the ADA accessible parking spaces/access aisle and potential relocation of existing ADA parking signage pending new ramp configuration

Scope of Services

Based on the above understanding, B&L proposes to provide the following Scope of Services:

1. B&L will subcontract with a NYS licensed surveyor for completion of topographic survey of the project area. B&L will obtain quotes from three qualified surveyors and will contract with the lowest responsible bidder.



2. B&L will prepare a set of drawings for public bid for the construction of the new ADA entrance ramp. We anticipate that this set of drawings will include the following:
 - a. Title Sheet
 - b. General Notes
 - c. Grading Plan
 - d. Profiles and Sections
 - e. Miscellaneous Details

Plans will be submitted to the Town for review. Upon completion of the review, B&L will incorporate comments into the plans and provide two (2) sets of 11"x17" plans for Town use. B&L will also prepare a bid book for public bid, including information to bidders, bid forms, contract and technical specifications. All bid documents will be distributed in electronic format.

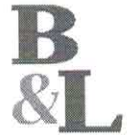
3. Bid Assistance (Optional Task) – It is assumed that the Town will advertise the project in its official local newspaper, as per standard procedure. B&L will be available to respond to questions and requests for information (RFIs) from prospective bidders. It is assumed that no addendum to the bid documents will be necessary. It is assumed that the Town will conduct the public bid opening and provide the results to B&L for discussion with the Town. The Town will make the determination of which bidder to select for the project, at which point B&L will prepare a Notice of Award and Notice to Proceed. Following receipt of the selected contractor's bonds and insurance, B&L will prepare four (4) conformed copies of the contract specifications for contract execution.

Assumptions & Clarifications

- It is assumed that no mechanical work will be required to utilize the existing radiant tubing. Any mechanical work would be provided as an additional service.
- It is assumed that construction phase services are not needed. If desired, this would be provided as an additional service.
- Topographic survey will be provided by a subconsultant contracted to B&L. An *estimated* fee for this task is provided at the time of this proposal because quotes have not yet been obtained. Consultant's charges for this subcontracted service will be invoiced at cost plus fifteen percent.

Fee for Services

For Task No. 1 (Topographic Survey), B&L proposes to provide the services described herein for an *estimated* fee allowance of Five Thousand dollars (\$5,000). The actual fee for this task will be provided to the Town of Denmark once topographic survey quotes are received. B&L proposes to invoice the Town of Denmark monthly on a percentage complete basis for work completed for this task.



For Task No. 2 (Engineering Design), B&L proposes to provide the services described herein for a lump sum fee not to exceed Nine Thousand Five Hundred dollars (\$9,500). B&L proposes to invoice the Town of Denmark monthly on a percentage complete basis for work completed for this task.

For Task No. 3 (Bid Assistance – Optional), B&L proposes to provide the services described herein for a fee not to exceed Two Thousand Five Hundred dollars (\$2,500) without prior approval from the Town of Denmark. B&L proposes to invoice the Town of Denmark monthly on a time and expense basis in accordance with our Standard Billing Rates in effect at the time the services are performed, plus reimbursable expenses and Consultant’s charges for Subconsultants, if any. Unless specifically indicated otherwise in this Agreement, Consultant’s charges for subcontracted services shall be invoiced at cost plus fifteen percent. Current billing rates are included in Attachment B.

If additional services are required beyond those described above, B&L will provide the Town of Denmark with a supplemental agreement for review and approval prior to commencing the additional services.

Please contact our office if you have any questions. If you agree with the proposal above, please sign the authorization below and return a copy to our office for our records. We look forward to working with you on this important project.

Sincerely,

BARTON & LOGUIDICE, D.P.C.

Matthew J. Cooper, P.E.
Senior Associate

Authorization

BARTON & LOGUIDICE, D.P.C. is hereby authorized by the Town of Denmark (“Owner”) to proceed with the services described herein in accordance with the attached Terms and Conditions.

Scott Doyle, Town Supervisor
Town of Denmark

Date

Attachments

Attachment A – Terms & Conditions
Attachment B – Standard Billing Rates

STANDARD TERMS AND CONDITIONS
for
PROFESSIONAL CONSULTANT SERVICES
provided by
BARTON & LOGUIDICE, D.P.C. ("Consultant")

The OWNER and the CONSULTANT, for themselves, their successors and assigns, have mutually agreed and do agree with each other as follows:

1.0 Basic Agreement

Consultant shall provide, or cause to be provided, the Services set forth in the proposal (PROPOSAL) to which these terms and conditions are attached, and Owner shall pay Consultant for such Services as set forth in PROPOSAL. The PROPOSAL, in conjunction with these terms and conditions is referred to herein as "Agreement".

2.0 General Considerations

A. The standard of care for all professional or related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

B. Consultant shall commence to provide its services upon the full execution of this Agreement and shall provide those services within a reasonable time. In no event shall Consultant be obligated to perform services on a schedule which, in the Consultant's professional judgement, does not provide Consultant sufficient time to perform in accordance with the aforesaid standard of care.

C. All design documents prepared or furnished by Consultant are instruments of service, and Consultant retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Consultant grants Owner a limited license to use the instruments of service exclusively (1) performance of design or operation, (2) for Project construction as is the intended purpose of the documents, and (3) for the purpose of maintenance and repair of the Project, or (4) other documents, reports, details and plans as defined in the project Scope of Work.

D. Consultant shall not at any time supervise, direct, or have control over any contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

E. Consultant neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

F. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Consultant's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decisions regarding, or interpretations or clarifications of, the construction contract or Instruments of Service made by Owner or any third party without the advice and consultation of Consultant.

G. If the Construction Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Consultant shall specify the appropriate performance and design criteria that such services must satisfy. The Consultant shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Consultant. The Consultant's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Consultant shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

H. Unless otherwise included under this Agreement, the parties acknowledge that Consultant's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). Owner represents to Consultant that, to the best of its knowledge, a Hazardous Environmental Condition does not exist at the Site, except as expressly disclosed to the Consultant in writing. If Consultant or any other party encounters a Hazardous Environmental Condition, Consultant may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

I. The services to be provided by Consultant under this Agreement DO NOT INCLUDE advice or recommendations with respect to the issuance, structure, timing, terms or any other aspect of municipal securities, municipal derivatives, guaranteed investment contracts or investment strategies. Any opinions, advice, information or recommendations provided by Consultant are understood by the parties to this Agreement to be strictly engineering or other technical opinions, advice, information or recommendations. Consultant is not a "municipal advisor" as defined by 15 U.S.C. 78o-4 or the related rules of the Securities and Exchange Commission. The other parties to this Agreement should determine independently whether they require the services of a municipal advisor.

J. The Consultant shall not be required to execute certificates, guarantees, warranties or make representations that would, in its professional judgment, require knowledge, services or responsibilities beyond the scope of this Agreement.

K. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

L. To the fullest extent permitted by law, Owner and Consultant (1) waive against each other, and the other's employee's, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Consultant's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Consultant pursuant to the PROPOSAL, whichever is greater, (the "Limitation Amount"), and further, in no event shall the Limitation Amount exceed the amount of liability insurance proceeds actually available to the Consultant for the claim at issue at the time of settlement or final judgment net of any and all expenses paid or incurred on the claim at issue, payments made or incurred in connection with other claims made against the Consultant, or any other circumstances which may reduce, impair, or eliminate the overall availability of such insurance to the Consultant. It is intended that these limitations apply to any and all liability or cause of action.

3.0 Payment for Services

Consultant will prepare a monthly invoice in accordance with Consultant's standard invoicing practice and submit the invoice to Owner. Invoices are due and payable within 30 days of the date of the invoice. Consultant may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Consultant has been paid in full all amounts due for services, expenses, and other related charges.

4.0 Additional Services

Additional services may be required in Consultant's professional judgement because of changes in the Project, or unforeseen circumstances. The Consultant shall furnish services in addition to those set forth in the PROPOSAL if mutually agreed by Owner and Consultant. Owner shall pay Consultant for any Additional Services provided as follows: (1) as may be mutually agreed to in writing, or (2) in the absence of a mutual agreement an amount equal to the cumulative hours charged to the Project by each member or each class of Consultant's employees engaged in providing the Additional Services times the Consultant's hourly billing rates for each applicable billing class in effect at the time the Additional Services are performed; plus reimbursable expenses and charges for Consultant's Subconsultants, if any.

5.0 Dispute Resolution

Owner and Consultant agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice by either party of the existence of the dispute. If a dispute involves matters other than a claim by Consultant for payment of fees and the parties fail to resolve the dispute through negotiation then Owner and Consultant agree that they shall first submit any and all such unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by a mutually acceptable mediator. Owner and Consultant agree to participate in the mediation process in good faith and to share the cost of the mediation equally. The process shall be conducted on a confidential basis, and shall be completed within 150 days of the date of notice by either party of the existence of the dispute. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to an alternative dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

6.0 Accrual of Claims

All causes of action between the parties to this Agreement including those pertaining to acts, failures to act, or failures to perform in accordance with the obligations of the Agreement or failures to perform in accordance with the standard of care shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts, failures to act or failures to perform occurring prior to Substantial Completion, or the date of issuance of the Notice of Acceptability of Work (or similar notice of the final completion of the Project) for acts, failures to act or failures to perform occurring after Substantial Completion.

7.0 Controlling Law

This Agreement is to be governed by the law of the state in which the project is located.

8.0 Successors, Assigns, and Beneficiaries

Owner and Consultant each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Consultant (and to the extent permitted herein the assigns of Owner and Consultant) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither Owner nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. This provision shall not preclude Consultant from retaining Subconsultants as it deems reasonably necessary for the completion of the services rendered hereunder.

9.0 Termination

If Consultant's services related to the project are terminated for any reason, Consultant shall be compensated for time plus reasonable expenses associated with demobilizing personnel and equipment, and, if requested in writing by the Owner, for completion of tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

10.0 Total Agreement/Severability

This Agreement, including any expressly incorporated Exhibits, constitutes the entire Agreement between Owner and Consultant and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. If any term or condition of this Agreement shall, to any extent, be found invalid, void or unenforceable, the remaining provisions shall remain in full force and effect to the extent allowed by applicable law.

Barton & Loguidice
Billing Rates For Calendar Year 2022



Travel by passenger vehicle*IRS standard mileage rate
 Overnight travel & subsistenceat cost
 Telephone, postage, overnight delivery, etc.....at cost
 In-house printing..... Unit rate schedule for printed material
 Field equipment & expendables Unit rate schedule
 Outside services including lab services & printing Cost plus 15%

INDIVIDUAL TECHNICAL EMPLOYEES AT THE FOLLOWING HOURLY RATES:

| <u>Billing Title</u> | <u>Hourly Rate</u> |
|-------------------------|--------------------|
| Executive Manager | \$270.00 |
| Manager V | \$232.00 |
| Manager IV | \$210.00 |
| Manager III | \$195.00 |
| Manager II | \$183.00 |
| Manager I | \$170.00 |
| Professional VI | \$156.00 |
| Professional V | \$140.00 |
| Professional IV | \$126.00 |
| Professional III | \$114.00 |
| Professional II | \$99.00 |
| Professional I | \$82.00 |
| Technician VII | \$139.00 |
| Technician VI | \$131.00 |
| Technician V | \$115.00 |
| Technician IV | \$107.00 |
| Technician III | \$96.00 |
| Technician II | \$80.00 |
| Technician I | \$69.00 |
| Construction III | \$131.00 |
| Construction II | \$111.00 |
| Construction I | \$99.00 |
| Technical Assistant III | \$97.00 |
| Technical Assistant II | \$82.00 |
| Technical Assistant I | \$70.00 |

* IRS standard mileage rate in effect at time of travel (exclusive of operator time).

Danforth Silver Protection

This Agreement is made by and between:

Contractor:

John W. Danforth Company
930 Old Dutch Road
Victor, New York 14564

Customer:

Town of Denmark Municipal Building
3707 Roberts Road,
Carthage, NY 13619
Attention: Scott Doyle

Herein after known as "Contractor"

Herein after known as "Customer"

Work to be performed at 3707 Roberts Road, Carthage, NY 13619.

The Contractor is providing a system of maintenance for the equipment type contained within the schedules, terms and conditions on the pages attached and listed below.

Attachment "A": *Describes the level of service being provided by the Agreement.*

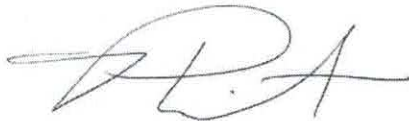
Attachment "B": *Describes the limit of liability and the terms and conditions.*

Attachment "C": *Describes the equipment covered by the Agreement.*

The service agreement price is \$2,193.00 covering the term from 5/1/2022 to 4/30/2023.

This annual agreement shall continue in effect from year to year with an annual escalation rate of 3% unless either party gives written notice to the other of intention not to renew sixty (60) days before the anniversary date. This agreement will be invoiced on the first day that coverage begins for the annual term.

The schedules attached to the Service Agreement constitute the entire Agreement between the Contractor and the Customer. The Service Agreement remains the property of Contractor and is provided for the Customer's use only. Any waiver, change or modification of any terms or conditions shall not be binding on Contractor unless made in writing and signed by authorized management of Contractor. Danforth reserves its right for an adjustment in contract time, price, or both, due to changing conditions relating to COVID-19, or any pandemic, epidemic, or disease outbreak.



By: _____
Thomas Phommanirat, Asset Protection
Sales Professional

By: _____

Date: 4/7/2022

Date: _____

Attachment A

Professional Management: This includes our administration of your custom-designed maintenance program. You will receive detailed reporting from our service technicians following each visit. You stay well informed without having to be directly involved in the upkeep of your equipment investment.

Features

- Local Supervision
- Maintenance Performance Monitoring
- Performance Feedback
- Inventory Control of Parts and Materials

Benefits

- Reduced Resource Strain on Administration
- Lower Operating Cost
- Reduced Equipment Downtime
- Increased Efficiency

Test & Inspect Labor: Includes a professional inspection of all components listed in the inventory of equipment (Attachment C). This inspection ensures that the equipment is operating to specifications and identifies any doubtful or broken parts.

Features

- Equipment Inspection
- Identification of Improper Operations
- Professional Assessment and Recommendations

Benefits

- Improved System Reliability
- Reduced Operating Issues
- Minimized Equipment Downtime
- Peace of Mind

Maintenance Supplies & Filters: This includes all required maintenance supplies to effectively implement our maintenance program as well as the necessary labor to inspect and change air filters and frames. Dirty air filters will cause your heating and cooling investment to work harder and consume more energy. In fact, dirty air filters can increase your energy bills by as much as 27%. Inefficient system operation caused by dirty air filters can result in frequent equipment repairs, and shortened equipment service life.

Features

- Lubricants for Maintenance Tasks (Bearings, Motors)
- Chemicals
- Cleaning Supplies
- Filter Inspection, Cleaning, Replacement

Benefits

- Minimize Administrative Involvement
- Eliminates Inventory Costs
- Prevents Breakdowns, Failures, and Unexpected Bills

- Extended Equipment Life
- Reduced Energy Consumption
- Provides a Cleaner, Healthier Environment
- Reduced Owning and Operating Costs

Capital Budgeting Assistance: We can assist in prioritizing your building needs by analyzing problem areas and making expert recommendations. Our vast experience in building systems allows us to take a holistic view of your facilities and help you achieve your operational goals.

Quality Assurance Program: Our quality assurance program ensures that the services being provided are at or above the level of services purchased. Danforth strives to exceed your expectations by providing quality, professional mechanical services with ongoing communication.

Features

- Adherence to a Strict Code of Ethics and Standards
- Proactive Feedback
- Procedural Approach
- Ongoing Evaluation and Assessment
- Open Communication

Benefits

- Ensures Customer Satisfaction
- Improves Communication
- Provides Peace of Mind
- Ensures Accountability of Services

Preventative Maintenance Labor: This includes job labor, travel labor, and all expenses required to clean, align, calibrate, tighten, adjust, and lubricate equipment. These activities are intended to extend equipment life and assure proper operating conditions and frames. Dirty air filters will cause your heating and cooling investment to work harder and consume more energy. In fact, dirty air filters can increase your energy bills by as much as 27%. Inefficient system operation caused by dirty air filters can result in frequent equipment repairs, and shortened equipment service life.

Features

- Lubricants for Maintenance Tasks (Bearings, Motors)
- Chemicals
- Cleaning Supplies
- Filter Inspection, Cleaning, Replacement

Benefits

- Minimize Administrative Involvement
- Eliminates Inventory Costs
- Prevents Breakdowns, Failures, and Unexpected Bills
- Extended Equipment Life
- Reduced Energy Consumption
- Provides a Cleaner, Healthier Environment
- Reduced Owning and Operating Costs

- **Cleaning** - Coil Surfaces, Fan Impellers and Blades, Electrical Contacts,
 - Burner Orifices, Passages and Nozzles, Pilot and Igniter, Cooling Tower Baffles, Basin, Sump, and Float, Chiller, Condenser, and Boiler Tubes
- **Aligning** – Belt Drives, Drive Couplings, Air Fins
- **Calibrating** – Safety Controls, Temperature and Pressure Controls
- **Tightening** – Electrical Connections, Mounting Bolts, Pipe Clamps, Refrigerant Piping fittings, Damper Sections
- **Adjusting** – Belt Tension, Refrigerant Charge, Super Heat, Fan RPM, Water Chemical Feed and Feed Rate, Burner Fuel/Air Ratios, Gas Pressure, Set Point of Controls and Limits, Compressor Cylinder Unloaders, Damper Close-off, Sump Floats
- **Lubricating** – Motors, Fan and Damper Bearings, Valve Stems, Damper Linkages, Fan Vane Linkages

Attachment B

Terms and Conditions

1. Contractor agrees to perform all work professionally and to furnish only materials of good quality.
2. The customer provides reasonable access to all areas and equipment, and allows Contractor to stop and start equipment as necessary to fulfill the terms of the Agreement.
3. All maintenance tasks and non-emergency repair or replacement will be performed during the Contractor's normal working hours.
4. The customer agrees to inform the Contractor immediately of problems found in the operation of the equipment.
5. The Contractor may charge the customer for emergency calls made at the customer's request where no defect is found.
6. The customer agrees to pay and be responsible for any additional gross amount of any present or future sales, use, excise, value-added, or other similar tax, however designated, applicable to the price, sale or delivery or any products, services or the work furnished hereunder or for their use by Contractor on behalf of the customer whether such tax shall be local, state, or federal in nature. **This will include but not be limited to the recovery, recycling, reclamation, handling and disposal of all refrigerants, and the additional costs incurred for refrigerant tax and/or increased costs due to shortages.**
7. The Contractor assumes all equipment covered is in maintainable condition, by accepting the Agreement. For repairs found necessary during the initial inspection or the initial seasonal start-up, a repair proposal is submitted for Customer's approval. If the repair proposal is declined, the non-maintainable items will be eliminated from the maintenance Agreement and the Agreement price adjusted accordingly or the Agreement may be canceled or otherwise revised.
8. Repair or replacement of non-maintainable parts of the system(s) such as, but not limited to, coils, heat exchangers, duct work, piping, shell and tube, unit cabinets, boiler refractory material, insulating material, electrical wiring, hydronic and pneumatic piping, structural supports and other non-moving parts, are not included in this Agreement.
9. If the equipment covered is altered, modified, changed or moved this Agreement may be adjusted accordingly or terminated.

Limitations of Liability and Indemnities

1. The Contractor is not liable for damage or loss caused by delay in installation or interrupted service due to a fire, flood, corrosive substance in the air, strike lockout, dispute with workmen, inability to obtain material or services, commotion, war, act of nature, or any other cause beyond Contractor reasonable control.
2. In no event, whether as a result of breach of contract, or any tort including negligence or otherwise is the Contractor or its suppliers, employees or agents liable for any special, consequential, incidental, or penal damage including, but equipment, cost of capital, cost of substitute products, facilities, services or replacement power, down time costs, lost profits, or claims of Buyer's customers for such damages.
3. **No other warranty expressed or other liability is given and no other affirmation of Contractor, by word or action, shall constitute a warranty. This warranty is expressly in lieu of any other express or implied warranty including any implied warranty of merchantability of fitness, and any other obligation on the part of Contractor.**
4. The Contractor's liability, if any, upon any warranty, either expressed or implied, is limited to the replacement of defective materials and correction of faulty workmanship which is in violation of local, state, or federal building codes at the time of performance of the work by the Contractor.

Attachment C

Equipment List:

| Qty | Type | Manuf. | Model | Serial |
|------------|--------------|---------------|----------------|---------------|
| 1 | Boiler | Weil McLain | 78 Series 1 | N/A |
| 1 | Boiler | Weil McLain | 78 Series 1 | N/A |
| 1 | Split System | Nortek | VSA1BD4M1SN24K | VSG1906052042 |
| 1 | Split System | Rheem | WA1360BJINA | W201940358 |



Industrial Piping • Power Plants • Heating/Air Conditioning • Plumbing • Air and Water Pollution Control
 Customized Preventive Maintenance Programs • Complete HVAC and Refrigeration Service

BUFFALO, ROCHESTER AND SYRACUSE
SERVICE RATES EFFECTIVE MAY 1, 2021

| HVACR & PLUMBING SERVICE RATE PER HOUR | NON-CONTRACT CUSTOMER | CONTRACT CUSTOMER |
|---|----------------------------------|--------------------------|
| Straight Time | \$ 113.50 /Hour | \$ 101.50 /Hour |
| Overtime (1-1/2 time) | \$ 155.25 /Hour | \$ 140.00 /Hour |
| Holidays (double time) | \$ 178.50 /Hour | \$ 163.25 /Hour |

REPAIR WARRANTIES:

1 Year - Parts
 30 Days – Labor

TRUCK CHARGE:

\$55 per vehicle or \$1.10/per mi. after 50 mi.



9780 Brauer Road, Clarence Center, New York 14032

Office: 716-741-7416 Fax: 716-706-1403 www.hybridbuildings.co

Certified WBE

March 29, 2022

Pat Mahar
Superintendent of Highways
Town of Denmark
3709 Roberts Road
Carthage, New York
13619

Sourcewell Salt Storage Building Proposal

Dear Pat:

Thank you for contacting us the other day regarding pricing for a building that would hold 6000 yards of material. Please accept the following proposal.

72 feet wide by 160 feet long Calhoun Super Structures HT Series building, 10 foot on center truss spacing providing a snow load capability of 80 lbs. and a minimum wind load of 105 mph. This building would be engineered based on Low Hazard with a "C" Exposure
Building to be erected on 9'8" precast concrete walls bolted to concrete footers
Elite 13.5-ounce Non-Fire-Retardant Cover with individual panels between each truss
One Open End
One Closed Non-Fire Retardant end with 4- 48 inches by 48-inch passive vents
Erected on site with OSHA certified, factory trained crew utilizing prevailing wages for Lewis County
Site Specific Engineered Drawings and Reaction included for building, foundation, and bolt connection
Hilti Anchor Bolts Included
Delivered to Site
Site preparation, drainage, stone and excavation (with exception of concrete piers) not included
25-year Warranty

\$529,591.00 (\$45.97/ sq. foot)

Not Included in the Above Estimates

- taxes (we would require a Tax-Exempt Certificate)
- digging footers – we look to the Town of Denmark to assist us
- associated fees or permits
- bonding
- drainage
- electrical or heating requirements
- building pad and stone
- paving of salt storage building/apron

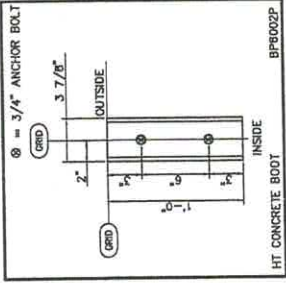
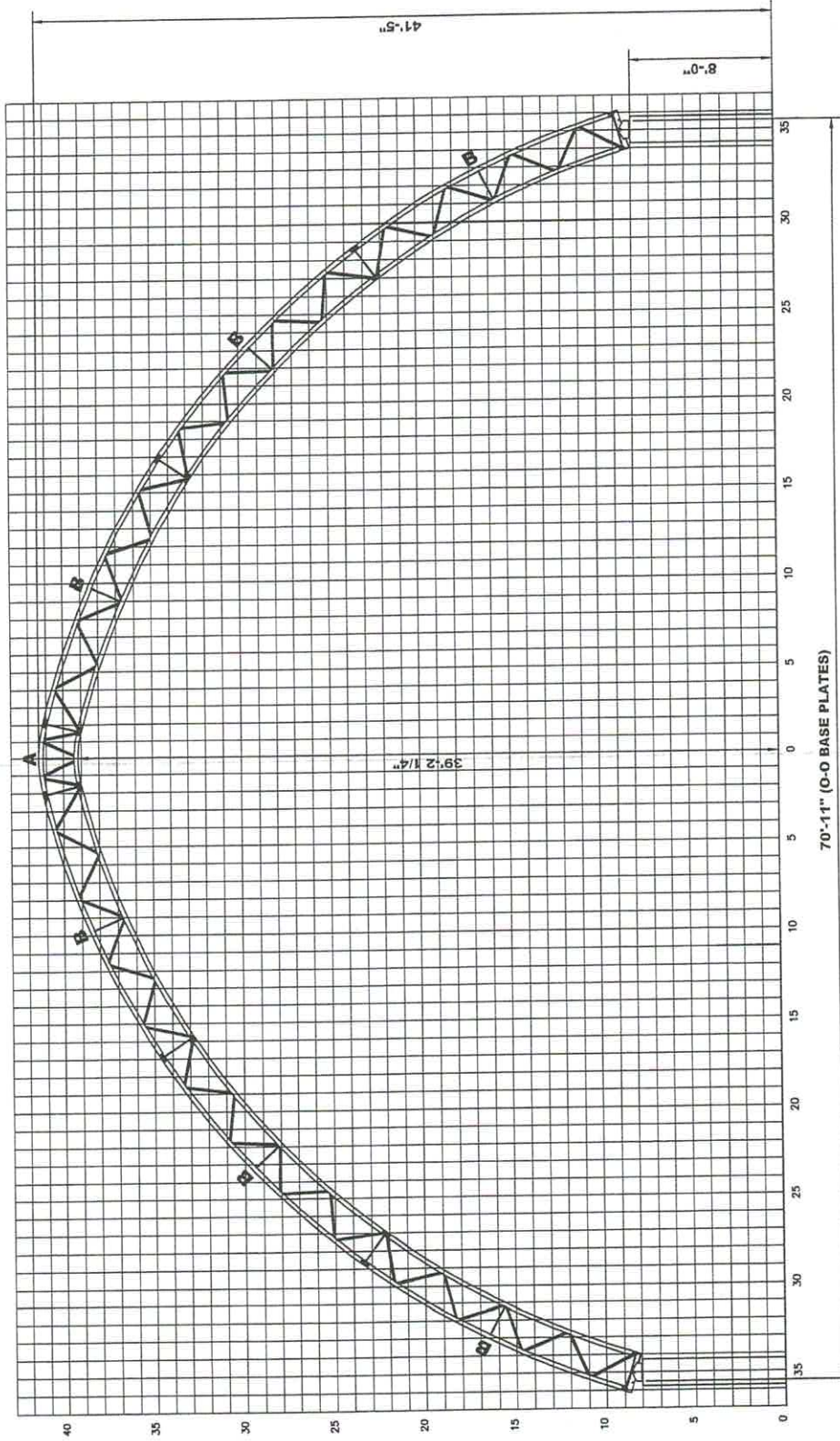
All our buildings are Hot Dipped Galvanized, Post Fabrication. This means you have the full protection of HDG, inside and out, welds and all; nothing is exposed. Each building is individually run through a 3D Finite Element Analysis using all the site and building specific information by 3rd Party Engineers. This process allows us to see the amount of stress your building is under, anywhere on the structure, down to the size of a pin head. This type of engineering is the only true way to see how your building will perform in a 100 or 500-year storm. The building comes with a 25-year Warranty.

Thank you for this opportunity to provide you a proposal. Please call us once you have had an opportunity to review it.

Sincerely,

Mari Louise Merkwa

Mari Louise Merkwa
Managing Member
Cell Phone: 716-544-5872



72 HT TRUSS COMPONENT SCHEDULE

| MARK | PART No. | DESCRIPTION |
|------|----------|-----------------------|
| A | TR600BA | HT 72' CENTER SECTION |
| B | TR600AA | HT UNIVERSAL SECTION |

PROFILE WEIGHT = 1101 LBS.

Calhoun Superstructures Ltd.
3702 Bruce Rd #10
Toronto, Ontario, Canada
M3J 1K7
416-291-2994
www.calhounsuperstructure.com

**72' HT PROFILE
CONCRETE WALLS**

DATE: 19/07/2012
DRAWN: W H T
CHECKED: R W H
ENGR: A P P L

| No. | DESCRIPTION | DATE |
|-----|-------------|------|
| | | |
| | | |

| SIZE | PKG. NO. | SCALE |
|-------|----------|--------|
| 72 HT | D | 1 OF 1 |

