

**TOWN OF DENMARK FIRE PROTECTION CONTRACT WITH
VILLAGE OF COPENHAGEN
EFFECTIVE DATES 7/1/2022 – 12/31/2022**

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"), the Copenhagen Volunteer Fire Department which is an incorporation, organized and existing under the laws of the State of New York and having their Station at 9950 St. Rte 12, Village of Copenhagen, and the Village of Copenhagen, 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 Lewis 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 223", here in after called the "District 223", 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 Contractor 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

The Village of Copenhagen & the Copenhagen Volunteer Fire Department Inc. will provide the Town with fire protection and rescue services within the Town's Fire Protection District 223. 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.

The Village 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 Denmark Fire Protection District 221 (Protected by the Village of Castorland Fire Company), Denmark Fire Protection

Contract Year July 1, 2022 – December 31, 2022

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District 222 (Protected by Village of West Carthage Fire Department) and Denmark Fire Protection District 223 (Protected by the Village of Copenhagen Volunteer Fire Department Inc.) During the period of this agreement, The Contractor and Fire Department shall be subject to call for attendance upon any fire occurring in the District 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 July 1, 2022 and shall continue until December 31, 2022 unless sooner terminated as herein provided.

3. COMPENSATION

Town agrees to pay The Contractor those amounts as provided in **Schedule A**, payable no later than September 1, 2022 of this contract period.

4. HOLD HARMLESS & INDEMNITY AGREEMENTS

Contractor 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 Contractor of their obligation to provide benefits to firefighters under the Volunteer Firefighters Benefit Law.

5. INSURANCE

The Contractor, 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 **\$2,000,000.00** for personal injury and \$500,000.00 for property damage. Moreover, at all times throughout the term of this Agreement, the Contractor, 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. The Fire Department shall deliver to the Town copies or other evidence satisfactory to the Town, or each insurance policy and each renewal thereof.

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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

The Contractor may terminate this Agreement upon the Town's failure to deliver the monies due the Village of Copenhagen under this Agreement by the date due, so long as the Village first provides Town with a notice of default. Should the amount not be paid within sixty (60) days thereafter, The Village may provide Town with written notice of the date it will cease providing services. The Village 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 The Village 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, within the contract period. Should the default not be corrected within thirty (30) days thereafter, Town may terminate the contract. **A PESH inspection citing a "Serious Violation" Could trigger the 30 day notice of termination.** The Village 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 is 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.

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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 the following documents and or assurances:

- Including Monthly Meeting Minutes, Board Meeting Minutes to: supervisordoyle@townofdenmarkny.org
- The Village of Copenhagen will provide fiduciary oversight of Town of Denmark Fire Tax and ensure it is being utilized to pay the expenses for the Operations of the Copenhagen Fire Department.
- The Village will provide documentation of "State Required" training for each Firefighter and the task he is assigned by September 1, 2022. **Firefighters not deemed properly trained will not be allowed to fight fires in the Town of Denmark Fire Protection Districts 221, 222 & 223, until the Minimum Required Training standards are met.**
- 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.

Contract Year July 1, 2022 – December 31, 2022

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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 FIRE PROTECTION CONTRACT WITH
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Town of Denmark

Signature: _____
Scott M. Doyle, Supervisor

STATE OF NEW YORK) (COUNTY OF LEWIS) SS: On this _____ day of _____, 20____,
before me personally came **Scott M. Doyle**, 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

Copenhagen Volunteer Fire Department Inc.

Signature: _____
James C. Henry, President

STATE OF NEW YORK) (COUNTY OF LEWIS) SS: On this _____ day of _____, 20____,
before me personally came **James C. Henry**, 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 Copenhagen

Signature: _____
Mark Souva, Mayor

STATE OF NEW YORK) (COUNTY OF LEWIS) SS: On this _____ day of _____, 20____,
before me personally came **Mark Souva**, 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

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Copenhagen Fire Department Schedule A: \$20,000

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

May 2022
Activity Report

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5/1/2022 501-122D 1:53p Received call from William Gray driving on State Rt 410 of a brown and white medium size Dog loose near the former Castorland Hotel 5196 State Rt 410, said it was walking into the village. Area was checked, no dog was found.

501-222D 3:07p Deputy DCO received a call from LCSD that one of their patrols picked up a lab mix female color tan in Denmark. Deputy Blackwell met DDCO on Rt 12. Dog had a purple color collar with old rabies vaccination tag, no license or other ID. Dog was taken to shelter, after receiving further information from Deputy Blackwell, the dog was actually found near 9111 State Rt 12 which is in the T of Harrisburg. Shelter was notified of the correct township information.

5/2/2022 XXXX 9:05a Contacted owners on delinquent license and/or rabies vaccination lists.

5/5/2022 505-122D 5:36p Received call from Tom Christman driving on Limburg Forks Rd of a brown and white dog loose in the road, Mr Christman was able to catch the dog which has a collar but no tags. Met Mr Christman near 10633 Limburg Forks Rd and took dog to shelter.

5/9/2022 509-122D 9:34a Received a call from Priscilla Lewis 11007 Limburg Forks Rd of a brown dog, unknown breed loose in the area at times and on her property. The dog belongs to unknown person residing 36999 Van Brocklin Rd in the T of Champion. Mrs Lewis stated the owner did come and retrieve the dog, no one home at address and dog was heard barking inside. Copy of notice and town dog law was left at door, Jefferson County Dog Control was contacted on licensing and they did not show any for that address, they will check further. Will follow-up further when more information is obtained.

5/10/2022 401-222D 12:13p Attempted to serve expired license tickets to Jacqueline Rae Simmons 3703 Deer River Rd. No one home, left notice and card for callback. (Note, this is the third attempt to serve this owner)

(UPDATE 5/11 Received message from clerk that dogs have been renewed).

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
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401-122D 12:26p Attempted to serve Ashley Battaglia 3002 Mechanic St with expired license tickets. Spoke to Gary Alberry II who stated she and the dogs no longer live there, stated he had no further information. Sent message to clerk's office for update.

(UPDATE 5/16 received message from clerk that Ms Battaglia renewed all licenses, no further updated information).

5/17/2022 517-122D 8:43a received several calls including from LCSD regarding two dogs loose on State Rt 26 near Gillees Napa Warehouse 9618 State Rt 26. Area was checked along with a NYSP patrol, no dogs were found.

5/19/2022 519-122D 1:22p Received call from LCSD of a dog w/collar loose near 9765 State Rt 12, no further information. Checked area, no dog found.

5/23/2022 XXXX 9:14a Contacted owners on delinquent license and/or rabies vaccination lists.

5/28/2022 528-122D 12:04a Received a call from LCSD of a dog possibly injured in a domestic situation at 10686 Station Rd, dog belongs to Jessica Dean according to Deputy Lehman. No one is at the residence and her boyfriend Jaried Monroe was taken from the residence by law enforcement and she left to stay with relatives for the night. Checked the dog with landlord and deputies, dog was an older female Rottweiler and did not appear injured. Checked dog, no apparent signs of injury, moved fairly well. Dog walked around outside for a while, went to bathroom and back inside with no apparent issues. As dog did not seem to be in any distress, it was determined the dog should be ok until owner returns.

The owner would be returning in the morning according to law enforcement, will follow up further as there is no record of this dog licensed in the town.

Nicholas Astafan
Town Dog
Control Officer

John Young
Deputy Town Dog
Control Officer

OFFICE OF DOG CONTROL

Town of Denmark
3707 Roberts Rd
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(UPDATE 5/31 Spoke with Ms Dean and she stated that her dog is fine and it is a older dog. Advised her about the license and she stated she would take care of it this week, she stated the dog's rabies vaccination is current. Will follow-up as needed).

Respectfully

A handwritten signature in blue ink, appearing to read 'Nicholas Astafan', is written over a light-colored rectangular background.

Nicholas Astafan
Town Dog Control Officer

May 2022 Zoning Officer Report

Permits

Zoning Permit 9/2022	Ashley and Daniel Moshier 9525 State Rt 12 Copenhagen, NY 13626	rebuild 30'x60' garage and 12'X12" entryway
Zoning Permit 10/2022	Jeff and Sara Robbins 10723 Harris Road Carthage, NY 13619	12'X20' storage shed
Zoning Permit 11/2022	Ryan and Anna Birchenough 9462 Comer Road Castorland, NY 13620	78'X36' garage with a 15'X15' attached 9462 entryway

Account#	Account Description	Fee Description	Qty	Local Share
A1255	Conservation	Conservation	1	6.11
		Sub-Total:		\$6.11
A1601	Marriage License	Marriage License Fee	2	35.00
	Registrar Fees	Registrar	1	10.00
		Sub-Total:		\$45.00
A2544	Dog Licensing	Female, Spayed	15	135.00
		Female, Unspayed	1	17.00
		Male, Neutered	20	180.00
		Male, Unneutered	2	34.00
	late fee	late fee	12	60.00
		Sub-Total:		\$426.00
B2110	Zoning Board Fees	Zoning Fee	3	130.00
		Sub-Total:		\$130.00
SW 2300	Transmission (water tower)	Village of Copenhagen annual payment	1	7,500.00
		Sub-Total:		\$7,500.00
SW1-2140	Metered Sales	Useage Fee	38	6,345.67
		Sub-Total:		\$6,345.67
SW1-2144	EDU Charge	EDU	54	6,210.00
	Water Service Charge	Shut Off / Reconnection	2	50.00
		Sub-Total:		\$6,260.00
SW1-2148	Penalties	late fee	1	13.89
		Sub-Total:		\$13.89

Total Local Shares Remitted:	\$20,726.67
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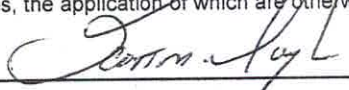
Amount paid to:	NYS Ag. & Markets for spay/neuter program	44.00
Amount paid to:	NYS Environmental Conservation	408.89
Amount paid to:	State Health Dept. For Mariage Licenses	45.00

Total State, County & Local Revenues:	\$21,224.56
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Total Non-Local Revenues:	\$497.89
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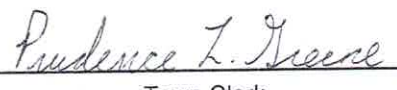
To the Supervisor:

Pursuant to Section 27, Sub 1, of the Town Law, I hereby certify that the foregoing is a full and true statement of all fees and monies received by me, Prudence L. Greene, Town Clerk, Town of Denmark during the period stated above, in connection with my office, excepting only such fees and monies, the application of which are otherwise provided for by law.



Supervisor

Date



Town Clerk

Date

6/6/2022

Analysis of Collections

by transactionDate

6/6/22

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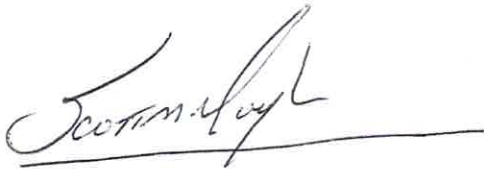
Date	Qty	Taxes collected	Interest paid	Penalty paid	Installment Fees Paid	Daily total collected	Total overall collections
1/3/22	13	16,563.22	0.00	0.00	0.00	16,563.22	16,563.22
1/4/22	19	26,995.75	0.00	0.00	0.00	26,995.75	43,558.97
1/5/22	14	20,264.10	0.00	0.00	0.00	20,264.10	63,823.07
1/10/22	146	164,755.69	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

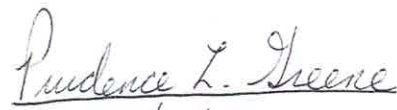
Analysis of Collections

by transactionDate

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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
4/4/22	9	17,871.52	440.41	5.00	0.00	18,316.93	2,066,767.71
4/6/22	2	2,138.05	64.14	2.00	0.00	2,204.19	2,068,971.90
4/7/22	1	796.41	23.89	1.00	0.00	821.30	2,069,793.20
4/11/22	6	8,729.09	108.45	6.00	0.00	8,843.54	2,078,636.74
4/12/22	4	3,719.89	111.61	4.00	0.00	3,835.50	2,082,472.24
4/13/22	7	7,039.82	201.09	7.00	0.00	7,247.91	2,089,720.15
4/14/22	4	3,676.64	110.30	4.00	0.00	3,790.94	2,093,511.09
4/18/22	4	3,171.49	83.16	4.00	0.00	3,258.65	2,096,769.74
4/21/22	2	3,953.74	118.62	2.00	0.00	4,074.36	2,100,844.10
4/25/22	2	3,594.67	107.84	2.00	0.00	3,704.51	2,104,548.61
4/26/22	1	2,067.88	62.04	1.00	0.00	2,130.92	2,106,679.53
4/27/22	2	1,853.75	0.00	2.00	0.00	1,855.75	2,108,535.28
4/28/22	2	5,279.73	158.39	2.00	0.00	5,440.12	2,113,975.40
04.22	46	63,892.68	1,589.94	42.00	0.00	65,524.62	2,113,975.40
5/2/22	2	676.07	7.22	2.00	0.00	685.29	2,114,660.69
5/3/22	1	1,924.70	76.99	1.00	0.00	2,002.69	2,116,663.38
5/4/22	5	6,582.62	263.31	5.00	0.00	6,850.93	2,123,514.31
5/5/22	2	789.39	0.00	2.00	0.00	791.39	2,124,305.70
5/9/22	2	4,036.15	137.78	2.00	0.00	4,175.93	2,128,481.63
5/12/22	2	4,406.05	176.25	2.00	0.00	4,584.30	2,133,065.93
5/16/22	3	3,665.92	119.20	3.00	0.00	3,788.12	2,136,854.05
5/18/22	1	2,343.02	0.00	1.00	0.00	2,344.02	2,139,198.07
5/19/22	6	8,131.58	182.33	6.00	0.00	8,319.91	2,147,517.98
5/23/22	1	622.39	0.00	1.00	0.00	623.39	2,148,141.37
5/25/22	2	765.67	30.63	2.00	0.00	798.30	2,148,939.67
5/26/22	3	2,991.37	68.03	3.00	0.00	3,062.40	2,152,002.07
5/27/22	2	3,910.70	156.43	2.00	0.00	4,069.13	2,156,071.20
5/31/22	6	15,302.18	539.15	6.00	0.00	15,847.33	2,171,918.53
05.22	38	56,147.81	1,757.32	38.00	0.00	57,943.13	2,171,918.53
Totals:	1,507	2,164,382.61	5,967.88	81.00	1,487.04	2,171,918.53	2,171,918.53




 6/6/2022



Lindsay Burriss
Commissioner (D)
lindsayburriss@lewiscounty.ny.gov

Katie Best
Deputy Commissioner (D)
katiebest@lewiscounty.ny.gov

BOARD OF ELECTIONS
P: 315-376-5329 | F: 315-376-2860

Ann M. Nortz
Commissioner (R)
annnortz@lewiscounty.ny.gov

Mindy Lucas
Deputy Commissioner (R)
mindylucas@lewiscounty.ny.gov

Memo To: Poll Sites

From: Lindsay I. Burriss & Ann M. Nortz
Commissioners of Elections

Date: May 11, 2022

Subject: Update to 2022 Election Year

This memo is to inform you of the upcoming elections, in 2022, to be held at your poll site location. Please mark your calendars for the following date:

June 28	Primary Election
August 23	Primary Election (pending)
November 8	General Election

As always, we will be at your site to set up the day before the election. We ask that nothing is moved from where we set it, and that there are no meetings/court or people in the area of our equipment and supplies. Please notify our office if keys/locks have been changed since our last use.

Last year we asked you to have the voting area cleared of extra room supplies, and you all helped us tremendously, and we hope we can count on your help again.

If you have any questions or concerns, please contact our office, (315) 376-5329.

7660 North State Street • Lowville, NY 13367 • 315-377-2000 • lewiscounty.org

Village of Copenhagen
PO Box 237
Copenhagen, NY 13626
Tel: 315-688-4229 Fax: 315-688-2216
Email: clerk@villageofcopenhagen.com

May 19, 2022

Town of Denmark
3707 Roberts Road
Carthage, NY 13619

New Water User Request

Supervisor Doyle,

The Village of Copenhagen Board of Trustees has received the Town of Denmark's request to add Rob and Christine Breyette to hook up service to their new garage located at 10255 Plank Road.

The Village of Copenhagen Board of Trustees has approved this request with the following resolution at the May 11, 2022, meeting.

Resolution 112-2022

Trustee Vogt offered a motion for resolution, seconded by Trustee Stokely to approve the Town of Denmark's new water user request per the parameters of the IMA, to add Rob and Christine Breyette as a new water user for their new garage near their property located at 10255 Plank Road.

Vote Taken:

Trustee Stokely – Aye

Trustee Snyder – Aye

Trustee Vogt – Aye

Trustee Colton – Aye

Mayor Souva – Aye

All Ayes- Motion Carried



Mark Souva

Mayor

Village of Copenhagen



River Area Council of Governments

www.racog.org

Municipal Management Consultant Monthly Announcements

June 2022

Next RACOG Meeting

June 21, 2022 @ 6PM, Village of Carthage Board Room (Tentative)

RACOG UPDATES

- **Promotional Video** – Contract signed for working with CGI. The subcommittee (Scott Burto, Tim Widrick, Chuck Terrillion) is working with CGI to come up with a draft script.
- **RACOG Economic Visioning Summit** – The results from the survey will be passed out at the next RACOG board meeting.
- **RACOG Event Display** – Tim Widrick and I have been working with Cari Knight the Visual Communications teacher from BOCES. A senior student has been working on the design and we have gotten a couple drafts. The final draft will be brought forward to the RACOG board at the next board meeting.
- **LED Lighting** – Lewis County communities are starting to receive their shared service funds from the county shared service plan. Jefferson County was all set in their submission of the LED lighting for their shared service plan, however, they may have had to provide more information on a separate project that was included in that plan.
- **Complete Street Projects** – Village of Lowville police department is interested to see if there may be another round of grant funding. They would like to get some funding for street crossing signs and potentially digital speed/radar signs to help slow traffic down.
- **"Friends of the Black River" Working Group** – On July 28, 2022 at 6 p.m., Dr. John Gallucci will be presenting about the history of the Black River at the Lowville Academy auditorium. The Lowville Academy history class is going to sponsor the event. This event will also be advertised as part of the Riverfest event taking place on July 30th, 2022.

TRAININGS/WORKSHOPS

To see more information on these trainings, go to <https://www.racog.org/grants-trainings/>

Black River Watershed Conference: June 8, 2022, 8:00 am to 4:00 pm, Three Willows, Lyons Falls, NY: <https://tughill.org/2022-black-river-watershed-conference/>, *Lewis County Soils & Water Conservation & NYS Tug Hill Commission*

Shift Back To Rural: Economic Development Conference: June 15, 2022, 8:00 am to 4:30 pm, Three Willows, Lyons Falls, NY: We are shifting the conversation to focus on successes in our rural economy, coming back to community and coming back to the humanness of working together as a means of growth. <https://naturallylewis.com/events/business/shift-back-to-rural-economic-development-conference>, *Naturally Lewis*

Developing a Policy for Managing Emails: June 22, 2022, 10:00 am to 11:00 am: This webinar will present some practical approaches to managing email with related policies, and procedures to help implement them. <http://www.archives.nysed.gov/workshops/schedule/developing-a-policy-for-managing-email-2022-06-22>, *New York State Archives*

New York State Archives June Webinars: Email Preservation and Transfer - Wednesday June 8, 10:00 - 11:00 a.m., Developing a Policy for Managing Email - Wednesday June 22, 10:00 - 1:00 a.m., Disaster Response for the Records Manager - Thursday June 30, 11:00 a.m. - 12:00 p.m. <http://www.archives.nysed.gov/workshops/register>, *New York State Archives*

ReLeaf Conference: All tree enthusiasts are invited to the 29th Annual ReLeaf Conference to be held July 21 – 23, 2022 at Jefferson Community College in Watertown, New York. New York ReLeaf is a state program promoting management and care of our state's community trees. <http://www.archives.nysed.gov/workshops/register>, *NYS Department of Environmental Conservation (DEC) & NYS Urban Forestry Council (NYSUFC)*

Stormwater Online Training Available: Online, <https://www.dec.ny.gov/chemical/8699.html>, *NYS Department of Environmental Conservation, Soils and Water Conservation Districts*

Cornell Local Roads Training Webinars: <https://cals.cornell.edu/nysltap-local-roads/training-events/workshops>, *Webinar, Cornell Local Roads*

GRANTS/ASSISTANCE

To see more information on these grants, go to <https://www.racog.org/grants-trainings/>

Great Lakes Small Grants: Great Lakes Small Grants, administered by NY Sea Grant and NYSDEC, support stakeholder driven efforts to restore and revitalize the state's ecosystem based management. <https://small-grants-program-ccegeomaps.hub.arcgis.com/>, *NYS Department of Environmental Conservation & NY Sea Grant*, **Deadline:** July 1, 2022

Climate Smart Communities: The New York State Department of Environmental Conservation is accepting applications for round six of its Climate Smart Communities grant program, available through the Consolidated Funding Application (CFA) process. <https://www.dec.ny.gov/energy/109181.html>, *NYS Department of Environmental Conservation*, **Deadline:** July 29, 2022

Internet For All Program: Internet for All programs are slated to build internet infrastructure, teach digital skills, and provide necessary technology to ensure that everyone in America – including communities of color, rural communities, and older Americans – has the access and skills needed to fully participate in today's society. https://www.internetforall.gov/sites/default/files/2022-05/Fact%20Sheet%20-%20IFA%20Launch_0.pdf, *National Telecommunications and Information Administration (NTIA)*, **Deadline:** September 30, 2022

FOR IMMEDIATE RELEASE

Date: June 1, 2022
Contact: Deanna Edick, Director

YOUTH BUREAU ANNOUNCES THE AVAILABILITY OF YOUTH DEVELOPMENT FUNDS (OCFS)

The Lewis County Youth Bureau Advisory Board continues to seek applicants interested in offering program opportunities for youth under the age of 21. There remains \$19,399 to allocate. Youth Development funding is targeted at the following areas:

- Employment opportunities, work readiness and lifeskills programs
- Alcohol and substance abuse prevention services
- Physical and emotional health programs; year-round and seasonal
- Mental health and healthy lifestyles programs
- Academic support services/Dropout prevention
- Youth leadership/Empowerment opportunities
- Juvenile Delinquency Prevention Services
- Teen pregnancy prevention supports
- Cultural Competency/Race Equity Supports
- Safe Place out of school time services
- Abuse and Neglect Prevention Supports
- Anger Management/Conflict Resolution Supports
- Mentoring/Community Service/Youth Activism opportunities

Eligible programs must be outcome based and provide quantifiable and verifiable indicators by which program performance will be measured. All programs seeking funding must track outcome measures for the service, opportunity and support the program is addressing.

The application packet can be found on the Lewis County Website at www.lewiscounty.org/departments/lewis-county-youth-bureau/lewis-county-youth-bureau **Deadline for submission of proposals is July 1, 2022.**

Prudence Greene

From: Edick, Deanna (DFA) <Deanna.Edick@dfa.state.ny.us>
Sent: Friday, June 3, 2022 8:04 AM
To: croghantownclerk@centralny.twcbc.com; Prudence Greene;
diana.townclerk@nnymail.com; clerk@townofgreig.org; harrisburgtc@ridgeviewtel.us;
TownofLewis@twcny.rr.com; townofleyden@yahoo.com; tolclerk@centralny.twcbc.com;
lyonsdaletownclerk@gmail.com; mburg@ridgeviewtel.us;
selectscreenprinting@hughes.net; nbtownclerk@gmail.com;
osceolatownclerk@gmail.com; dotpearsonstownofpinckneyclerk@outlook.com;
sdturin@outlook.com; christina_merry@townofwatsonny.com;
Castorland@twcny.rr.com; villconst386@gmail.com;
vcopenhagen@centralny.twcbc.com; nancymartin5150@gmail.com;
willow@villageoflowville.org; lfvillage@live.com; villageofportleyden@gmail.com; tdunn8
@twcny.rr.com; Dan Myers; Cassie Forbus
Subject: RE: Lewis County Youth Bureau funds available
Attachments: 2022 OCFS press release- left over monies.docx

We still have money left – we have extended the RFP.

Deanna Edick
Director of Services

O: 315-376-5746
F: 315-376-9343
Deanna.Edick@dfa.state.ny.us

5274 Outer Stowe Street PO BOX 193. | Lowville, NY 13367



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- **Mail** your payment with the slip below.
- **Call** 1-888-433-7267.

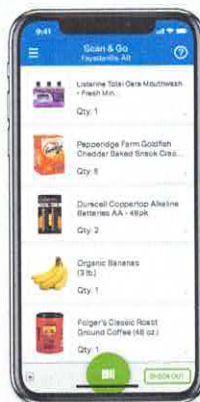
***** AUTO**ALL FOR AADC 130

3425 55954 343 T194
PRUDENCE GREENE
TOWN OF DENMARK
3707 ROBERTS RD
CARTHAGE, NY 13619-3419



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☐ **Yes**
Upgrade me to a Plus
Membership for \$100.

Make checks payable to Sam's Club®.

Enroll in Auto-Renewal

I authorize annual recurring charges to any card on file for my Sam's Club membership fee and any Add-On membership(s) plus any applicable taxes at the then-current rate for my membership level every year until I cancel. Visit a club or call 1-888-746-7726 for full terms or to cancel auto-renewal at any time.

☐ **Yes**
Renew my Sam's Club
Membership for \$45.

☐ **Yes**
Opt me into Auto-Renew

Prudence Greene
James Der

\$45
Free

Add-On Cardholders (Maximum of 16) - Make any changes on the back

To make any **changes** to your membership visit your local Sam's Club or call 1.888.433.7267.

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Month/Year

15- or 16-digit number

Expiration Date

Authorized Signature

Membership #	Club #	Billing Date	Renewal Date	Membership Fees Due	Tax Due	Total Due	Amount Paid
5910 960481679	6539	05/31/2022	06/30/2022	\$45.00	\$3.60	\$48.60	

653996048167959045000036000486011000016



Environmental Facilities Corporation

KATHY HOCHUL
Governor

MAUREEN A. COLEMAN
President and CEO

INVOICE

Invoice Date: May 16, 2022
Loan ID: 6115

Bill To: Scott Doyle
Supervisor
Town of Denmark
3707 Roberts Road
Town Building
Carthage, NY 13619

Project No(s): D0-18020

Due Date:	Amount Due:
07/23/2022	\$9,555.64

Series	Description	Charges	Adjustments	Total
Direct	Principal:	\$17,370.00		
	Interest:	\$0.00		
	Subsidy:		(\$0.00)	
	Unspent Proceeds:		(\$7,814.36)	
	Grant Proceeds:		(\$0.00)	
	Surcharge Proceeds:		(\$0.00)	
	Additional Offsets:		(\$0.00)	
				Amount Due: \$9,555.64

PLEASE BE ADVISED: EFC will not request payment to any account or financial institution other than the M&T account listed on this invoice. Please contact EFC immediately at 518-402-6924 if you receive any other instructions.

(Please note all payments must be received by the due date above)

Remittance Information: Payable to: M&T Bank, Reference: Town of Denmark, 1006999

Wire Instructions:

Name: M&T Bank
ABA No: 031100092
Account No: 3002399
Account Name: EFC Receipts
Attention: J. Wieszcholek

ACH Instructions:

Name: M&T Bank
ABA No: 022000046
Account No: 16629826
Attention: J. Wieszcholek

Mail Payment To:

M&T Bank
Attention: J. Wieszcholek
285 Delaware Ave, 3rd Floor
Buffalo, NY 14202-1885

M&T Bank Account Deductions:

Date to be deducted: _____ Bank Account No: _____

Authorized Signature: _____

E-mail debtsrv@efc.ny.gov

Questions regarding this invoice, please e-mail debtsrv@efc.ny.gov or call Lori Gardner at 518-486-9267.

2022	DA-5130.2	DA-5130.41	DA-5130.42	DA-5140.4	DA-5142.4	DB-5110.41	DB-5110.42	DB-5112.2	Totals
	Equipment	Repairs	Tools	D/A	Snow	Roads	Signs	Chips	
	\$ 250,000.00	\$ 55,000.00	\$ 1,000.00	\$ 1,800.00	\$ 67,000.00	\$ 100,000.00	\$ 2,000.00	\$ 116,521.64	\$ 593,321.64
income									
JAN	\$ (10,000.00)	\$ (6,812.02)		\$ (400.00)	\$ (3,644.88)				\$ (20,856.90)
FEB	\$ (103,000.51)	\$ (3,638.39)	\$ (58.05)		\$ (31,485.60)				\$ (138,182.55)
MAR	\$ (135,000.00)	\$ (1,679.59)		\$ (60.00)	\$ (16,825.24)	\$ (438.75)			\$ (154,003.58)
APR		\$ (4,529.26)			\$ (16,317.25)				\$ (20,846.51)
MAY		\$ (1,170.20)				\$ (39,381.67)	\$ (296.00)		\$ (40,847.87)
JUNE		\$ (7,787.29)				\$ (14,516.50)	\$ (1,059.67)	\$ (19,314.93)	\$ (42,678.39)
JULY									\$ -
AUG									\$ -
Sept									\$ -
Oct									\$ -
Nov									\$ -
Dec									\$ -
TOTAL	\$ 1,999.49	\$ 29,383.25	\$ 941.95	\$ 1,340.00	\$ (1,272.97)	\$ 45,663.08	\$ 644.33	\$ 97,206.71	\$ 175,905.84
	\$ 231,058.00	\$ 125,840.00	St. Retirement	St. Retirement	Worker Comp	Workers Comp			
JAN	\$ (33,092.24)				\$ 5,711.00	\$ 8,147.00			
FEB	\$ (33,079.35)								
MAR	(34,219.04)								
APR									
MAY									
JUN									
JUL									
AUG									
SEP									
OCT									
NOV			\$ 17,421.00	\$ 15,883.00					
DEC									
	\$ 130,667.37	\$ 125,840.00							



Department of Transportation

KATHY HOCHUL
Governor

MARIE THERESE DOMINGUEZ
Commissioner

KENNETH M. BIBBINS, P.E.
Regional Director

May 27, 2022

Town of Denmark
3707 Roberts Road
Carthage, NY 13619
Attn: Mr. Scott Doyle
Town Supervisor

Dear Mr. Doyle:

The New York State Department of Transportation is committed to assisting our Municipal partners in responding to emergencies that affect the transportation system. In the instance a local Highway System is impacted by an event, NYSDOT forces can normally only offer assistance when a Governor's Emergency Declaration has been made.

In the absence of a Governor's Emergency Declaration and/or suspension of Highway Law §55, NYSDOT forces can assist local Municipalities with issues on the local Highway System if a Shared Services Agreement has been entered into between the Municipality and New York State. By executing an Agreement beforehand, emergency needs on your Highway System can be addressed without having to wait for paperwork to be processed or an Emergency Declaration to be enacted.

You currently have an Emergency Shared Service Agreement which has expired or will expire in the next year.

In order to have continued coverage of said agreement, we are inviting you to renew at this time. A new blank Shared Services Agreement form is attached. On page one under Item #4, please check your preferred term of agreement (check box 2- or 4-year), the start & end dates, then sign and date under the "MUNICIPALITY" at the bottom of the page. Schedule A on Page 2 can be left blank, as the emergency event would dictate what information is placed here.

Please return the signed Agreement to me at the following address:

New York State Department of Transportation
ATTN: Stephen Rajner, 9th Floor, Dulles State Office Building
317 Washington St.
Watertown, NY 13601

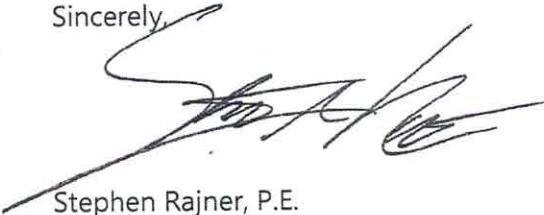
Once all signatures have been made an executed copy will be returned for your records.

If you have any questions on this matter, please feel free to contact me at:

Phone: (315) 785-2316

Email: Stephen.Rajner@dot.ny.gov

Sincerely,

A handwritten signature in black ink, appearing to read 'Stephen Rajner', written over a horizontal line.

Stephen Rajner, P.E.

Assistant Regional Director of Operations

SAR:sar

Enclosure: Shared Service Agreement

SHARED SERVICES AGREEMENT
Between
NYSDOT and the Town of Denmark

THIS AGREEMENT, dated _____, 20__, is between the People of the State of New York, hereinafter referred to as "State" or "NYSDOT" and the Town of Denmark, hereinafter referred to as "Municipality." Pursuant to Section 99-r of the General Municipal Law, the State and the Municipality wish to share services, exchange or lend materials or equipment which shall promote and assist the maintenance of State and Municipal roads and highways and provide a cost savings by maximizing the effective utilization of both parties' resources. Shared Services shall mean any service provided by one party (Provider) to another party (Recipient). The State and the Municipality agree to share services as follows:

1. Description and Cost of Services, Materials or Equipment to be shared: Provide details of the services, materials or equipment to be shared in the attached standard Schedule A. The total amount of the agreement shall not exceed twenty-five thousand dollars (\$25,000.00). If applicable, indicate that the return exchange will be determined at a later date.
2. The Provider's employees shall remain under full supervision and control of the Provider. The parties shall remain fully responsible for their own employees for all matters, including but not limited to, salary, insurance, benefits and Workers Compensation.
3. If the borrowed machinery or equipment is damaged or otherwise needs repair arising out of or in connection with the Recipient's use, the Recipient shall be responsible for such repairs.
4. The Municipality agrees to defend and indemnify the State for any and all claims arising out of the Municipality's acts or omissions under this Agreement. The term of this Agreement shall be for two (2) ☐ or four (4) ☐ years from _____ to _____. The parties will endeavor to provide no less than thirty (30) days' notice of its intent to extend the Agreement. Either party may revoke this Agreement by providing sixty (60) days written notice of such revocation. Upon revocation, any outstanding obligations of the parties must be satisfied within thirty (30) days of the date of such revocation.

NYSDOT – Region 07

MUNICIPALITY

By: _____ Date: _____
Resident Engineer Lewis County

By: _____ Date: _____
Title: _____

NYSDOT – Region 07

By: _____ Date: _____
Regional Director of Operations

SCHEDULE A

NYSDOT

Description of ☐ services, ☐ materials, or ☐ equipment (Check All that apply) to be shared:

Emergency Services for Undeclared Emergencies to be Determined

Estimated Cost/Value of ☐ services, ☐ materials, or ☐ equipment (Check All that apply):

To Be Determined

Total NYSDOT Cost/Value: _____

MUNICIPALITY

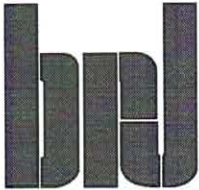
Description of ☐ services, ☐ materials, or ☐ equipment (Check All that apply) to be shared:

To be Determined

Estimated Cost/Value of ☐ services, ☐ materials, or ☐ equipment (Check All that apply):

To Be Determined

Total MUNICIPALITY Cost/Value: _____



Quote

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

Quote # : **438664**
Quote Date : **Apr 15, 2022**
Expiration Date : **May 15, 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 : Justice doors

Purchase Order # :
Shipped Via : Installer (AW)

1 = First door on left, 2 = 2nd door on left, 3 = New door inside 2nd office

<u>Qty</u>	<u>Product Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
1	WD 3070 1 3/4 F PC 45 PSWB STAIN WHI DFP RH (HN-MCK; LO-BES) Openings: 1	882.63	882.63
1	WD 3070 1 3/4 F PC PSWB STAIN DFP LH (HN-MCK; LO-BES; LO-YAL) Openings: 2	780.12	780.12
1	WD 3070 1 3/4 F PC 45 PSWB STAIN WHI DFP RHR (HN-MCK; LO-BES; LO-YAL) Openings: 3	906.47	906.47
1	SGL DW 16 WH-SGL 4 578 3070 CRS KD LH (345U; ASA; STRIKE_ADD_DL (2); T&B) Openings: 2	277.26	277.26
1	Hinges TA2714 4 1/2 X 4 1/2 26D Openings: 3	6.90	6.90
3	Deadlock D212 626 Openings: 2, 3(2)	55.74	167.22
1	Passage Set AU 4601LN 626 Openings: 3	51.35	51.35
1	Field Service Openings: FL	1,760.00	1,760.00

Description

Remove door 1 and replace with new, reuse HW, Remove door 2, reset drywall frame, install new door, reuse lockset and hinges and add deadbolt. Door 3, Install new door/frame and HW into new opening.

Price
0.00

Pre-Tax Total	:	4,831.95
NY30 - NY Jefferson County Tax	:	0.00
Quote Total	:	4,831.95

•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)

TOWN OF DENMARK



NY

★ Designed by TownMapsUSA.com

CODE OF ETHICS HANDBOOK

Revised June 20, 2022

Introduction

- Ethics refers to Principles that define behavior as right and proper
- Ethics Laws are both a sword and a shield designed “to protect the public from municipal contracts influenced by avaricious offenders, and to protect innocent public officers from unwarranted assaults on their integrity”

Sources of Ethics Laws

- Town of Denmark Ethics Local Law Number 4 of the year 2010, Pages 113 - 15 of this handbook
- General Municipal Law Article 18
- Common Law
- Agency Opinions
- Local Ethics Board
- Other

Ethics Topics

- Conflicts of interest
- Family
- Dual Position Holding
- Gifts
- Land Use Applications

Conflict of Interest – Contracts

Questions to Ask

1. Is there a contract with the Town of Denmark?
 - Contract Means: Claim, Account, Demand, Agreement
 - Written or Oral, Express or Implied
2. If so, does the Town Employee have an “interest” in the contract?
 - Direct or Indirect Financial or Material Benefit
 - An Employee is deemed to have an interest in the contracts of their spouse, minor children and dependents
 - An Employee has an interest in contracts with the following:
 - A Firm, partnership or associations whether they are a member or employee
 - A company of which they are an officer, director, employee or stockholder
3. If so, does the Town Employee have “control” over the contract?
 - General Municipal Law § 801
 - Individually or as a board member
 - Negotiate, draft, authorize or approve the contract
 - Authorize payment under a contract
 - Audit bills or claims under the contract
 - Appoint someone with any of these powers or duties

4. Do a Statutory Exception apply?

- General Municipal Law § 802 contains a list of exceptions
 - The Town Employee is employed by company does not:
 - Receive any payment from the contract
 - Does not have any part in:
 - ✓ Procuring
 - ✓ Preparing
 - ✓ Performing
 - Pre-existing Contracts – But no renewals
 - Public Utility Services when rates or charges are fixed or regulated by the public service commission
 - The Town Employee is a Stockholder under 5%
 - Contract is less than \$750.00
- If the answer is “YES” to the first 3 questions and “no” to the 4th question, the ethics board need not analyze any further
- There is conflict of interest under General Municipal Law § 802:
 - What to do when there is a General Municipal Law conflict?
 - ✓ Disclose The Conflict of Interest
 - In Public
 - In Writing
 - Include it in Meeting Minutes (GML § 803)
 - Recommended even if statutory exceptions apply
- CONTRACT IS PROHIBITED!
- Effect of Violations:
 - Willfull Violation

- Effect of Violations – Continued:
 - ✓ Contract will become Null & Void
 - ✓ Payments are Prohibited
 - Willfull & Knowing Violation
 - ✓ Misdemeanor Charges
- Competitive Bidding and Emergencies do not cure or excuse a conflict of interest!

5. Is there an “appearance of impropriety?”

Tuxedo Doctrine – The Appearance of Impropriety

- An appearance of impropriety results when an Official’s personal situation may affect the public’s perception of his/her ability to act impartially and in the best interests of the taxpayers as a whole
 - “Government Officials must maintain public confidence in the integrity of Government. They must avoid even the appearance of impropriety.”
 - “The “TEST” to be applied is not whether there is a conflict, but whether there might be. It is the policy of law to keep the Official so far from temptation as to ensure his/her unselfish devotion to the public interest.”

An appearance of impropriety continued

- Does the Official have a substantial personal interest in the matter pending before the Ethics Board?
 - A Personal Interest is not an interest that you share in common with others.
 - A Personal Interest must be substantial and not de minimis

Conflict of Interest Recusal's

- The Attorney General advises Official's to "Recuse" themselves where an appearance of impropriety arises.
- Recusal will be in Public and on the Record.
- Recusal Prohibits you from discussions and voting on the matter
- Consequences of acting despite appearance of impropriety.
 - Litigation
 - Action will be voided

Recusal vs. Abstention

- Recusal is more than abstaining
- Recusal is disengaging from the entire process
- Disclose the conflict
- Has the functional equivalent of a "NAY" vote

Conflict of Interest – Family

- Family
 - No Prohibition against members of the same family working for municipality
 - General Rule
 - Official should not participate in decisions concerning salary, term, conditions of employment for other family members also employed by the Town of Denmark
 - If conflict is so pervasive that the Official cannot carry out their duties of office, recusal is insufficient

Dual Office Holding

- No General Prohibition against holding two offices
- Conflict exists when:
 - Subordinate Position
 - Conflict of Duties
 - Otherwise Prohibited by Law
- The Town may overcome a conflict by passing a local law
 - This is a limited exception intended for smaller Municipalities

General Municipal Law Article 18 – Misc Provision

- General Municipal Law § 805-a
 - Solicit gifts or accept gifts over \$75.00 which could reasonably be inferred to influence performing official duties
 - Disclose confidential information obtained through position or using that information for personal gain
 - Compensation for matters before the Town of Denmark
- Penalty – Sanctions Possible:
 - Fines
 - Suspension
 - Removal from office

Land Use Application

- Applicants in land use matters must list
 - Name of Official or Employee with interest
 - Nature and extent of interest
- Official or Employee has an interest when he/she OR spouse, child, siblings, parents, etc, is involved as

- Land Use Application – Continued

- Applicant
- Officer, director, employee of applicant
- Owns stock or is a member of corporate applicant
- Party to an agreement with the applicant where there is a benefit contingent on outcome of the application

If the Ethics Board has questions it can call or email the Association of Towns.

Association of Towns
150 State Street
Albany, NY
(518) 465-7933
info@nytowns.org

Law Definition's

New York General Municipal Law

Sec. 801

Conflicts of Interest Prohibited

Except as provided in section eight hundred two of this chapter, (1) no municipal officer or employee shall have an interest in any contract with the municipality of which he is an officer or employee, when such officer or employee, individually or as a member of a board, has the power or duty to (a) negotiate, prepare, authorize or approve the contract or authorize or approve payment thereunder (b) audit bills or claims under the contract, or appoint an officer or employee who has any of the powers or duties set forth above and (2) no chief fiscal officer, treasurer, or his deputy or employee, shall have an interest in a bank or trust company designated as a depository, paying agent, registration agent or for investment of funds of the municipality of which he is an officer or employee. The provisions of this section shall in no event be construed to preclude the payment of lawful compensation and necessary expenses of any municipal officer or employee in one or more positions of public employment, the holding of which is not prohibited by law.

Sec. 802

Exceptions

The provisions of section eight hundred one of this chapter shall not apply to:

1.

- a. The designation of a bank or trust company as a depository, paying agent, registration agent or for investment of funds of a municipality except when the chief fiscal officer, treasurer, or his deputy or employee, has an interest in such bank or trust company; provided, however, that where designation of a bank or trust company outside the municipality would be required because of the foregoing restriction, a bank or trust company within the municipality may nevertheless be so designated;

b.

A contract with a person, firm, corporation or association in which a municipal officer or employee has an interest which is prohibited solely by reason of employment as an officer or employee thereof, if the remuneration of such employment will not be directly affected as a result of such contract and the duties of such employment do not directly involve the procurement, preparation or performance of any part of such contract.

- c.** The designation of a newspaper, including but not limited to an official newspaper, for the publication of any notice, resolution, ordinance or other proceeding where such publication is required or authorized by law;
- d.** The purchase by a municipality of real property or an interest therein, provided the purchase and the consideration therefore is approved by order of the supreme court upon petition of the governing board;
- e.** The acquisition of real property or an interest therein, through condemnation proceedings according to law;
- f.** A contract with a membership corporation or other voluntary non-profit corporation or association including, but not limited to, rural electric cooperatives. For purposes of this paragraph, the term "rural electric cooperative" shall have the same meaning as the term "cooperative" as defined in subdivision (a) of section two of the rural electric cooperative law;
- g.** The sale of bonds and notes pursuant to section 60.10 of the local finance law;
- h.** A contract in which a municipal officer or employee has an interest if such contract was entered into prior to the time he was elected or appointed as such officer or employee, but this paragraph shall in no event authorize a renewal of any such contract;
- i.** Employment of a duly licensed physician as school physician for a school district upon authorization by a two-thirds vote of the board of education of such school district, notwithstanding the fact that such physician shall have an interest, as defined in section eight hundred one of this chapter, in such employment.
- j.** Purchases or public work by a municipality, other than a county, located wholly or partly within a county with a population of two hundred thousand or less pursuant to a contract in which a member of the governing body or board has a prohibited interest, where:
 - (1)** the member of the governing body or board is elected and serves without salary;
 - (2)** the purchases, in the aggregate, are less than five thousand dollars in one fiscal year and the governing body or board has followed its procurement policies and procedures adopted in accordance with the provisions of section one hundred four-b of this chapter and the procurement process indicates that the contract is with the lowest dollar offer;

(3)

the contract for the purchases or public work is approved by resolution of the body or board by the affirmative vote of each member of the body or board except the interested member who shall abstain.

2.

a. A contract with a corporation in which a municipal officer or employee has an interest by reason of stockholdings when less than five per centum of the outstanding stock of the corporation is owned or controlled directly or indirectly by such officer or employee;

b.

A contract for the furnishing of public utility services when the rates or charges therefore are fixed or regulated by the public service commission;

c.

A contract for the payment of a reasonable rental of a room or rooms owned or leased by an officer or employee when the same are used in the performance of his official duties and are so designated as an office or chamber.

d.

A contract for the payment of a portion of the compensation of a private employee of an officer when such employee performs part time service in the official duties of the office.

e.

A contract in which a municipal officer or employee has an interest if the total consideration payable thereunder, when added to the aggregate amount of all consideration payable under contracts in which such person had an interest during the fiscal year, does not exceed the sum of seven hundred fifty dollars.

f.

A contract with a member of a private industry council established in accordance with the federal job training partnership act or any firm, corporation or association in which such member holds an interest, provided the member discloses such interest to the council and the member does not vote on the contract.

Sec. 805-A

Certain Action Prohibited

- 1.**

No municipal officer or employee shall:

 - a.**

directly or indirectly, solicit any gift, or accept or receive any gift having a value of seventy-five dollars or more, whether in the form of money, service, loan, travel, entertainment, hospitality, thing or promise, or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence him, or could reasonably be expected to influence him, in the performance of his official duties or was intended as a reward for any official action on his part;
 - b.**

disclose confidential information acquired by him in the course of his official duties or use such information to further his personal interests.
 - c.**

receive, or enter into any agreement, express or implied, for compensation for services to be rendered in relation to any matter before any municipal agency of which he is an officer, member or employee or of any municipal agency over which he has jurisdiction or to which he has the power to appoint any member, officer or employee; or
 - d.**

receive, or enter into any agreement, express or implied, for compensation for services to be rendered in relation to any matter before any agency of his municipality, whereby his compensation is to be dependent or contingent upon any action by such agency with respect to such matter, provided that this paragraph shall not prohibit the fixing at any time of fees based upon the reasonable value of the services rendered.
- 2.**

In addition to any penalty contained in any other provision of law, any person who shall knowingly and intentionally violate this section may be fined, suspended, or removed from office or employment in the manner provided by law.

Town of Denmark, County of Lewis, State of New York
Local Law Number 4 of the year 2010
A Local Law Establishing a Code of
Ethics for Employees and Officers of
the Town of Denmark

Section 1. Pursuant to the provisions of Section Eight Hundred Six of the General Municipal Law, The Town Board of the Town of Denmark recognizes that there are rules of ethical conduct for public officers and employees which must be observed if a high degree of moral conduct is to be obtained and if public confidence is to be maintained in our unit of municipal government.

It is the purpose of this resolution to promulgate these rules of ethical conduct for the Officers and Employees of the Town of Denmark. These rules shall serve as a guide for official conduct of the Officers and Employees of the Town of Denmark. The rules of ethical conduct of this resolution as adopted, shall not conflict with, but shall be in addition to any prohibition of Article Eighteen of the General Municipal Law or any other general or specific law relating to ethical conduct and interest in contracts of municipal officers and employees.

Section 2. Definitions

1. Municipal Officer or Employee — Any elected or appointed office holder in the Town of Denmark, whether paid or unpaid, including members of any administrative board, commission, or other agency that is a Town of Denmark entity, and or any person in the employ of the Town of Denmark. No person shall be deemed as an official or employee solely for the reason of their being a volunteer fireman or a member of another civil defense organization
2. Interest — a pecuniary or material benefit accruing to a municipal officer or Employee
3. Recusal - the official may not deliberate, vote, or participate in any way in that matter. The official should disclose the conflict and remove themselves from the board's deliberations and decisions regarding the issue of conflict. Nor should they provide input regarding the matter from the audience in the capacity of a member of the public.

Section 3. Every Municipal Officer and Employee of the Town of Denmark shall be subject to and abide by the following Code of Ethics:

1. Conflicts of Interest
No Municipal Officer or Employee may take action that provides a financial or other personal benefit to the official, the official's relatives (defined as a spouse, parent, stepparent, child, stepchild, sibling, or immediate in-law), customers, clients, an employer, or a person who has made campaign contributions to the official within a 12-month period.
2. Appearance of Impropriety
A Municipal Officer or Employee must avoid circumstances that compromise his or her ability to make decisions solely in the public interest or create an appearance of impropriety.

3. Recusal

A Municipal Officer or Employee must recuse himself or herself when faced with the above conflicts.

4. Town Property and Resources

No Municipal Officer or Employee may use town-owned property, assets or any resources for personal purposes or profit or to benefit any person. Use of these resources is restricted to the conduct of official business, for the benefit of all residents and to further an authorized public purpose.

5. Nepotism

Spouses and other family members of the municipal official may not serve in positions whose duties conflict or appear to conflict within the duties of the official. They may not serve on a commission, board, or body of which the official is a member.

6. Gifts

A Municipal Official may not solicit any gift, nor may they receive any gift, whether financial or in any other form from the following:

- a. Any person who is doing or seeking to do business of any kind with the town including applications for permits or approvals
- b. Any person who has done business with the town during the last twelve months
- c. A lobbyist representing a person before a town agency.

An official may not solicit or receive any gift or payment as a reward for exercise of official duties. Generally, an official may not receive or solicit any gift, creating the appearance that his official duties may be influenced or that his responsibility to make impartial decisions solely in the public interest is compromised.

* Gifts as defined, for the purposes of the Code of ethics exclude gifts from family members; attendance at local social events such as holiday festivities; benefits available to the general public; functions that officials routinely attend, such as chamber of commerce events; and an event or activity fulfilling a public purpose.

7. Private Employment

An official shall not solicit, negotiate for, or commit to accept private employment from any person doing business with or having any matter pending with the town.

8. Representation

An official shall not appear on behalf of or represent a person in any matter before a municipal agency except on his own behalf.

9. Confidential Information

An official or former official may not disclose confidential information or use it to further his or another person's private interests or in any way utilize the information for non-public purposes.

10. Subordinates

No official shall solicit political contributions from subordinates or request that they attend political functions or engage in any political activity.

11. Revolving Door

No official who has left municipal service shall appear before or receive compensation in a matter before his former agency for a period of 1 year after departure. He is permanently barred from appearing or receiving compensation regarding a matter he was personally involved in as a town official.

12. Incompatible Positions – Judicial Standards

- An official is prohibited from:
 - a. Holding more than one position with the town when one is subordinate to their other
 - b. Holding more than one position with the town when the duties of the positions conflict

13. Training

The Supervisor of the Town of Denmark shall cause a copy of this Code of Ethics to be distributed to every officer and employee of the Town of Denmark within 30 days from the date that it is adopted into law by the Town Board. Each Municipal Officer or Employee elected, appointed, or hired thereafter shall be furnished a copy before entering into the duties of his or her office or employment.

14. Board of Ethics

A Board of Ethics shall be organized by the Town Supervisor annually and shall contain no fewer than three members and one alternate member. This board shall convene whenever necessary to provide an opinion, investigation, or decision regarding compliance with the Town of Denmark Code of Ethics

Section 4. Severability

If any part of this local law shall be found to be void, violable, or unenforceable for any reason whatsoever, it shall not affect the validity or enforceability of any remaining section or provision of this local law.

Section 5. Effective Date June 29th, 2010

Acknowledgement and Certification

The Town of Denmark shall require a copy of this Ethics Policy to be distributed to every Council Member, Officer, Employee. In addition, a copy of the policy will be available at the Town Office.

Every Council Member, (including the Supervisor), Clerk & Deputy, Highway Superintendent & Deputy, or any other Town Employee, whether paid or unpaid, shall certify in writing that they have read and understand this Ethics Policy.

Town of Denmark Annual Acknowledgement Certification

Acknowledgement:

I hereby acknowledge that I have read and understand all my obligations, duties, and responsibilities under each principle and provision of The Town of Denmark Ethics Policy

I certify by my signature below that this is a true and correct statement;

Printed Name

Signature

Date