

A special meeting of the Town of Denmark Town Board was held on October 11, 2022, at the Town of Denmark Municipal Building.

In attendance were the following officials: Councilman Fred Wadsworth Councilman Frank Fazio Supervisor Scott Doyle Councilman Peter Jones Councilwoman Darlene Rowsam Deputy Town Clerk Susan Kirch-Corey	Also in attendance: Deputy Supt. James Der Superintendent Patrick Mahar
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Supervisor Doyle opened the Town Board meeting at 6:00pm. Those in attendance recited the Pledge of Allegiance.

Deputy Clerk Kirch-Corey conducted a roll call of the Town Board as follows:

Councilman Wadsworth	Present
Councilman Fazio	Present
Supervisor Doyle	Present
Councilman Jones	Present
Councilwoman Rowsam	Present

Councilman Wadsworth made a motion to approve tonight’s agenda, approval seconded by Councilman Fazio. Vote 5 Ayes and 0 Noes.

**Public Comment:**  
 None.

Supervisor Doyle advised that the Town is due \$7,560, for services not covered during the period of October 22, 2022, through December 31, 2022, by the Copenhagen Fire Department from the Village of Copenhagen. The money will be split equally among the three newly contracted fire departments of Village of Castorland, Village of West Carthage, and Town of Rutland.

Councilman Fazio offered a resolution, seconded for adoption by Councilman Wadsworth as follows:  
**Resolution 133 of 2022, Fire Contract for Village of Castorland from October 22, 2022, through December 31, 2022, be adopted as proposed.**

<b>Councilman Wadsworth</b>	<b>Aye</b>
<b>Councilman Fazio</b>	<b>Aye</b>
<b>Councilman Jones</b>	<b>Aye</b>
<b>Councilwoman Rowsam</b>	<b>Aye</b>
<b>Supervisor Doyle</b>	<b>Aye</b>

**TOWN OF DENMARK FIRE PROTECTION CONTRACT WITH VILLAGE OF CASTORLAND FIRE PROTECTION DISTRICT 221 & FIRE PROTECTION DISTRICT 223C EFFECTIVE DATES 10/22/2022 – 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"), and the Village of Castorland (hereinafter referred to as the "Contractor"), which is a municipal corporation, organized and existing under the laws of the State of New York and having its 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", hereinafter called the "DENMARK FIRE PROTECTION DISTRICT 223C", hereinafter called the "District 223C", embracing all the territory in said Town outside boundaries of the incorporated Villages therein; and

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

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

WHEREAS, the Fire Company 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 Contractor will provide the Town with fire protection and rescue services within the Town's District 221. 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 223C 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 Fire Company 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 Contract Term October 22, 2022 – December 31, 2022

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**TOWN OF DENMARK FIRE PROTECTION CONTRACT WITH VILLAGE OF CASTORLAND FIRE PROTECTION DISTRICT 221 & FIRE PROTECTION DISTRICT 223C EFFECTIVE DATES 10/22/2022 – 12/31/2022**

Protection District 221 (Protected by Castorland Fire Company), Denmark Fire Protection District 222 (Protected by Village of West Carthage Fire Department) and Denmark Fire Protection District 223C (Protected by Village of Castorland Fire Company), Fire Protection District 223WC (protected by the West Carthage Fire Department) (Fire Protection District 223B (Protected by the Rutland Fire Company). During the period of this agreement) During the period of this agreement, The Castorland Fire Company 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 (Village Fire Department) shall also be subject to call for attendance upon any fire occurring in other 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 October 22, 2022 and shall continue until December 31, 2022 unless sooner terminated as herein provided.

**3. COMPENSATION**

Town agrees to pay Contractor those amounts as provided in Schedule A, payable no later than March 1<sup>st</sup> of each contract year.

**4. HOLD HARMLESS & INDEMNITY AGREEMENTS**

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

**5. INSURANCE**

Castorland Fire Company, 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 of Denmark as an

Contract Term October 22, 2022 – December 31, 2022

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**TOWN OF DENMARK FIRE PROTECTION CONTRACT WITH VILLAGE OF CASTORLAND FIRE PROTECTION DISTRICT 221 & FIRE PROTECTION DISTRICT 223C EFFECTIVE DATES 10/22/2022 – 12/31/2022**

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, Castorland Fire Company & The Contractor shall deliver to the Town copies or other evidence satisfactory to the Town, of each insurance policy and each renewal thereof.

**6. EXPIRATION OR TERMINATION OF RESPONSIBILITIES**

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

**7. GROUNDS FOR TERMINATION**

The Contractor may terminate this Agreement upon the Town's failure to deliver the monies due The Contractor under this Agreement by the date due, so long as Contractor first provides Town with a notice of default. Should the amount not be paid within sixty (60) days thereafter, The Contractor may provide Town with written notice of the date it will cease providing services. The Contractor shall remit the pro-rata portion of funds for the portion of the contract remaining at the time of such termination.

Town may terminate the contract after providing the Fire Company with a notice of default of a material term of this Agreement, including, but not limited to, the obligation to provide insurance coverage and to maintain suitable apparatus and equipment. Should the default not be corrected within thirty (30) days thereafter, Town may terminate the contract. The Contractor 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**

Contract Term October 22, 2022 – December 31, 2022

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Minutes of Special Meeting 10.11.2022  
 Prepared by Deputy Town Clerk Susan Kirch-Corey

TOWN OF DENMARK FIRE PROTECTION CONTRACT WITH  
 VILLAGE OF CASTORLAND  
 FIRE PROTECTION DISTRICT 221 & FIRE PROTECTION DISTRICT 223C  
 EFFECTIVE DATES 10/22/2022 – 12/31/2022

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

11. HEADINGS

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

12. FURTHER ASSURANCES

The parties shall execute and deliver the following documents and or assurances:

- Including Monthly Meeting Minutes and Board Meeting Minutes to: [superintendent@townofdenmark.ny.us](mailto:superintendent@townofdenmark.ny.us)
- 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 Term October 22, 2022 – December 31, 2022

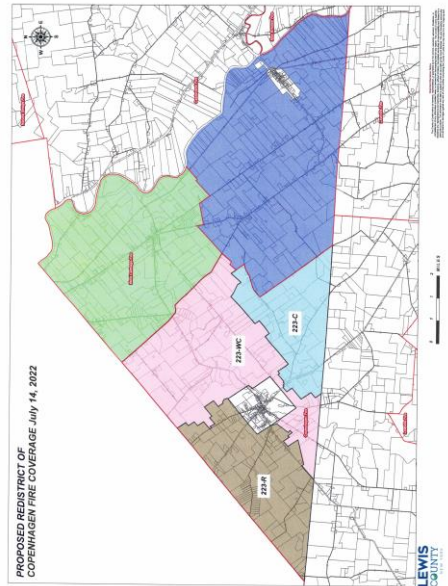
TOWN OF DENMARK FIRE PROTECTION CONTRACT WITH  
 VILLAGE OF CASTORLAND  
 FIRE PROTECTION DISTRICT 221 & FIRE PROTECTION DISTRICT 223C  
 EFFECTIVE DATES 10/22/2022 – 12/31/2022

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.

Contract Term October 22, 2022 – December 31, 2022



Councilman Wadsworth offered a resolution, seconded for adoption by Councilman Jones as follows:  
**Resolution 134 of 2022, Fire Contract for Village of West Carthage from October 22, 2022, through December 31, 2022, be adopted as proposed.**

**Councilman Wadsworth           Aye**  
**Councilman Fazio                Aye**  
**Councilman Jones               Aye**  
**Councilwoman Rowsam        Aye**  
**Supervisor Doyle                Aye**

TOWN OF DENMARK FIRE PROTECTION CONTRACT WITH  
 VILLAGE OF WEST CARTHAGE  
 FIRE PROTECTION DISTRICT 222 & FIRE PROTECTION DISTRICT 223WC  
 EFFECTIVE DATES 10/22/2022 – 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"), and the Village of West Carthage, 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 Jefferson 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 223WC, hereinafter called the "District 223WC" embracing all the territory in said Town outside boundaries of the incorporated Villages therein; and

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

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

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

WHEREAS, a public hearing has been held by the Town of Denmark Town Board on the contract on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_;

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

1. PROVISION OF FIRE PROTECTION AND RESCUE SERVICES

The Fire Department will provide the Town with fire protection and rescue services within the Town's & Fire Protection District 223WC. 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 180 of the Town Law. Fire Protection shall not include the provision of general ambulance services.

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

The District shall be divided into three (3) zones as set forth on the annexed map, which is hereby incorporated in and made a part of this Agreement, said zones being designated by Denmark Fire Protection District 221 (Protected by Castorland Fire Company), Denmark Fire Protection District 222 (Protected by Village of West Carthage Fire Department) and Denmark Fire Protection District 223C (Protected by Village of Castorland Fire Company), Fire Protection District 223WC (Protected by the West Carthage Fire Department) Fire Protection District 223B (Protected by the Rural Fire Company). During the period of this agreement, the West Carthage Fire Department shall be subject to call for attendance

Contract Term October 22, 2022 – December 31, 2022

TOWN OF DENMARK FIRE PROTECTION CONTRACT WITH  
 VILLAGE OF WEST CARTHAGE  
 FIRE PROTECTION DISTRICT 222 & FIRE PROTECTION DISTRICT 223WC  
 EFFECTIVE DATES 10/22/2022 – 12/31/2022

upon any fire occurring in the District's 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 extinguishment 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 district not assigned to it above for purpose of assisting Contractor assigned to that Fire District whenever such assistance is deemed necessary or advisable.

2. TERM

The term of this Agreement shall commence on October 22, 2022 and shall continue until December 31, 2022 unless sooner terminated as herein provided.

3. COMPENSATION

Town agrees to pay Contractor those amounts as provided in Schedule A, payable no later than December 1, 2022.

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 West Carthage Fire Department, at its own expense, shall throughout the term of this Agreement, obtain and maintain comprehensive public liability and property damage insurance in the amount of at least \$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 Contractor and the West Carthage Fire Department shall deliver to the Town copies or other evidence satisfactory to the Town, of each insurance policy and each renewal thereof.

6. EXPIRATION OR TERMINATION OF RESPONSIBILITIES

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

Contract Term October 22, 2022 – December 31, 2022

TOWN OF DENMARK FIRE PROTECTION CONTRACT WITH  
 VILLAGE OF WEST CARTHAGE  
 FIRE PROTECTION DISTRICT 222 & FIRE PROTECTION DISTRICT 223WC  
 EFFECTIVE DATES 10/22/2022 – 12/31/2022

7. GROUNDS FOR TERMINATION

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

8. NOTICES

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

9. SAVINGS CLAUSE

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

10. WAIVER

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

11. HEADINGS

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

Contract Term October 22, 2022 – December 31, 2022

TOWN OF DENMARK FIRE PROTECTION CONTRACT WITH  
 VILLAGE OF WEST CARTHAGE  
 FIRE PROTECTION DISTRICT 222 & FIRE PROTECTION DISTRICT 223WC  
 EFFECTIVE DATES 10/22/2022 – 12/31/2022

12. FURTHER ASSURANCES

The parties shall execute and deliver the following documents and or assurances:

- Including Monthly Meeting Minutes and Board Meeting Minutes to: [superintendent@townofdenmark.ny.us](mailto:superintendent@townofdenmark.ny.us)
- Provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes set forth in this Agreement.

13. BINDING EFFECT

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

14. COUNTERPARTS

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

15. GOVERNING LAW

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

16. NO ASSIGNMENT

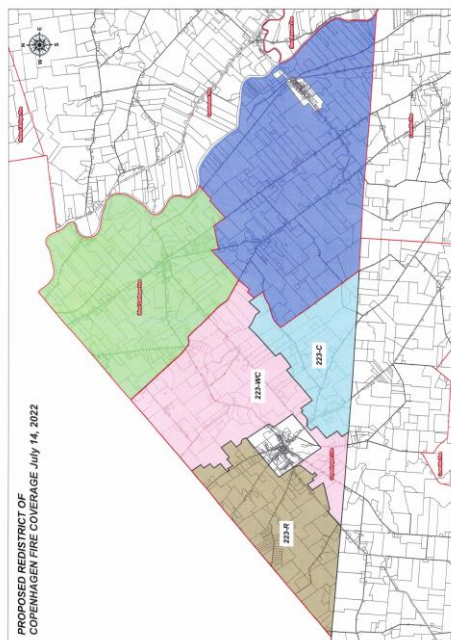
In accordance with the provisions of Section 109 of the General Municipal Law of the State of New York, both parties are hereby prohibited from assigning, transferring, conveying, or otherwise disposing of this agreement, or its power to execute this Agreement, to any other person or corporation without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

17. ENTIRE AGREEMENT

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

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

Contract Term October 22, 2022 – December 31, 2022



Councilwoman Rowsam offered a resolution, seconded for adoption by Councilman Jones as follows:  
 Councilman Fazio recused himself as a member of this fire department.  
**Resolution 135 of 2022, Fire Contract for Town of Rutland from October 22, 2022, through December 31, 2022, be adopted as proposed.**

**Councilman Wadsworth Aye**  
**Councilman Fazio Recused**  
**Councilman Jones Aye**  
**Councilwoman Rowsam Aye**  
**Supervisor Doyle Aye**

**TOWN OF DENMARK FIRE PROTECTION CONTRACT WITH TOWN OF RUTLAND FIRE DISTRICT FIRE PROTECTION DISTRICT 2238R EFFECTIVE DATES 10/22/2022 – 12/31/2022**

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Town of Denmark, a municipal corporation situated in the County of Lewis, State of New York (hereinafter called the "Town"), and the Town of Rutland Fire District, which is the Governing Body for The Rutland Fire Company, PO Box 426, Black River, NY 13613, organized and existing under the laws of the State of New York, (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 2238R", hereinafter called the "District 2238R", embracing all the territory in said Town outside boundaries of the incorporated Village therein; and

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

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

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

WHEREAS, a public hearing has been held by the Town of Denmark Town Board on the contract on the 15th day of October, 2022;

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 Fire Department will provide the Town with fire protection and rescue services within the Town's Fire Protection District 2238R. Fire protection shall be defined as it is in Section 284 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 287A and 283 of the Multiple Residence Law, or Section 189 of the Town Law. Fire Protection shall not include the provision of general ambulance services.

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

The District shall be divided into three (3) zones as set forth on the annexed map, which is hereby incorporated in and made a part of this Agreement. 180' must be being designated by Denmark Fire Protection District 2238R (Protected by Rutland Fire Company), Denmark Fire Protection District 223C (Protected by Village of Canton Fire Company), Fire Protection District 2236C (Protected by the West Carthage Fire Department), The Rutland Fire Company shall be subject to call for attendance upon any fire occurring in the district's above assigned to it, and when notified of a fire thereon 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

**TOWN OF DENMARK FIRE PROTECTION CONTRACT WITH TOWN OF RUTLAND FIRE DISTRICT FIRE PROTECTION DISTRICT 2238R EFFECTIVE DATES 10/22/2022 – 12/31/2022**

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

**2. TERM**

The term of this Agreement shall commence on October 22, 2022 and shall continue until December 31, 2022 unless sooner terminated as herein provided.

**3. COMPENSATION**

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

**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 Town of Rutland Fire District, 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 cancelled or altered without at least thirty (30) days prior written notice to the Town. The Contractor and the Town of Rutland Fire District shall deliver to the Town copies of other evidence satisfactory to the Town, of each insurance policy and each renewal thereof.

**6. EXPIRATION OR TERMINATION OF RESPONSIBILITIES**

Upon expiration or termination of the Agreement as provided hereunder, the 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.

**TOWN OF DENMARK FIRE PROTECTION CONTRACT WITH TOWN OF RUTLAND FIRE DISTRICT FIRE PROTECTION DISTRICT 2238R EFFECTIVE DATES 10/22/2022 – 12/31/2022**

**7. GROUNDS FOR TERMINATION**

The Contractor may terminate this Agreement upon the Town's failure to deliver the monies due under this Agreement by the date due, so long as Town of Rutland Fire District first provides Town with a notice of default. Should the amount not be paid within sixty (60) days thereafter, the Contractor may provide Town with written notice of the date it will cease providing services. The Contractor 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 Contractor with a notice of default of a material term of this Agreement, including, but not limited to, the obligation to provide insurance coverage and to maintain suitable apparatus and equipment. Should the default not be corrected within thirty (30) days thereafter, Town may terminate the contract. The Contractor 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 Chairman Brian Tanner, for the Fire Department and to the attention of the Supervisor of the Town.

**9. SAVINGS CLAUSE**

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

**10. WAIVER**

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

**11. HEADINGS**

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

**TOWN OF DENMARK FIRE PROTECTION CONTRACT WITH TOWN OF RUTLAND FIRE DISTRICT FIRE PROTECTION DISTRICT 2238R EFFECTIVE DATES 10/22/2022 – 12/31/2022**

**12. FURTHER ASSURANCE**

The parties shall execute and deliver the following documents and/or assurances:

- including Monthly Meeting Minutes and Board Meeting Minutes to: [supervisor@townofdenmark.org](mailto:supervisor@townofdenmark.org)
- Provide all information and take or further 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, executors, 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 suit for any action or proceeding arising from or in any way connected to this Agreement.

**16. NO ASSIGNMENT**

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

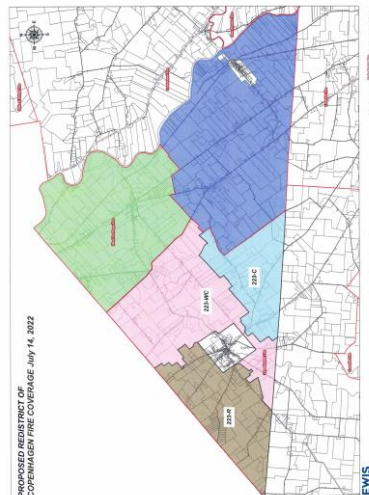
**17. ENTIRE AGREEMENT**

This Agreement is the entire agreement among the parties and shall not be changed, except by a writing signed by the party to be changed. 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.

Contract Term October 22, 2022 - December 31, 2022

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Councilman Fazio made a motion to close the hearing, close of public hearing seconded by Councilman Wadsworth, at 6:06 pm.  
 Vote 5 Ayes, 0 Noes.

Councilman Fazio offered a resolution, seconded for adoption by Councilman Wadsworth as follows:  
**Resolution 136 of 2022: The Town of Denmark Town Board hereby resolves to do a paid prior for B.R. Johnson, LLC invoice 765307, in the amount of \$22,271.67 to replace the doors, hardware and handicapped access openers, know hardware for the garage door. The Town Board further directs that the funds to pay for this project be drawn from the American Rescue Plan Act (ARPA) funds received from the federal government.**

**Councilman Wadsworth Aye**  
**Councilman Fazio Aye**  
**Councilman Jones Aye**  
**Councilwoman Rowsam Aye**  
**Supervisor Doyle Aye**

Discussion was held about Town of Denmark Tentative Budget for 2023.

Councilman Fazio requested a walk-through of the Highway Garage to see the equipment, Councilman Wadsworth, Councilman Fazio, Supervisor Doyle, Councilman Jones, Councilwoman Rowsam and Supt. Mahar left for a walk through of the Highway Garage at 6:09 pm.  
Returning at 6:23 pm were Councilman Jones, Councilwoman Rowsam, Supervisor Doyle, Councilman Fazio, Councilman Wadsworth, and Supt. Mahar.

Supervisor Doyle explained there being items that require further work before finalizing the budget, and that are items where the costs that have been quoted, therefore not able to be changed.

Supervisor Doyle explained that he had contacted Trustee Vogt and Mayor Souva from Copenhagen to get the water district numbers but had yet to hear back from either of them.  
Supervisor Doyle placed a call at 6:55 pm, to gain the budget number needed for Water District #1 but was still unable to get it, so that number will need to be added into the budget when he gets it.

Councilman Fazio exits at 6:56 pm.

Supervisor Doyle asked for input on ways to lower the budget. There were no suggestions made. Supervisor Doyle stated the budget is currently 3.3% over the tax cap limit; further explaining he had a lengthy conversation with Scott Lawrence about Part Town being higher. Mr. Lawrence said he has only one other town he works with who has run into the same situation having no explanation for it.

Discussion is held.

Councilman Fazio re-enters at 6:59 pm.

Supervisor Doyle informed the Board that he contacted Town of Pinckney Supervisor, Sherry Harmych, regarding an owed amount of \$5,000 for the shared use of a bucket truck.  
Supervisor Harmych informed Supervisor Doyle she did not know anything about the owed \$5,000 or a shared bucket truck.  
Supt. Mahar advised that we do not have a shared agreement for the bucket truck, so the truck belongs to Town of Denmark.

Supt. Mahar asked why \$100,000 of line DA5130.2 was moved to DA962.  
Discussion was held.  
Supervisor Doyle said he will return the budgeted money for DA962 to DA5130.2.

Supervisor Doyle summarized the tentative budget, noting there being a 4.4% increase, asking for input on where and how the budget can be lowered. There were no suggestions made.

Councilman Wadsworth offered a resolution to adopt the 2023 Tentative Budget as presented, adoption seconded by Councilman Fazio as follows:

**Resolution 137 of 2022: The Town of Denmark Town Board hereby resolves that the 2023 Tentative Budget, be adopted as proposed.**

<b>Councilman Wadsworth</b>	<b>Aye</b>
<b>Councilman Fazio</b>	<b>Aye</b>
<b>Councilman Jones</b>	<b>Aye</b>
<b>Councilwoman Rowsam</b>	<b>Aye</b>
<b>Supervisor Doyle</b>	<b>Aye</b>

Minutes of Special Meeting 10.11.2022  
Prepared by Deputy Town Clerk Susan Kirch-Corey

**TOWN OF DENMARK  
GENERAL FUND - TOWNWIDE  
2023 BUDGET**

	2020 Actual Amount	2021 Budget	2021 Amended Budget	2022 Final Budget	2023 Tentative Budget
<b>REVENUES</b>					
Real Property Taxes					
Tax levy	\$ 143,450	\$ 135,141	\$ 135,141	\$ 122,452	\$ 124,046
Other tax items					
A1081 Payments in lieu	\$ 220,378	\$ 225,000	\$ 225,000	\$ 236,255	\$ 263,229
A1090 Interest & penalties	\$ 8,542	\$ 9,000	\$ 9,000	\$ 8,000	\$ 8,000
Departmental income	\$ 334	\$ 100	\$ 100	\$ 100	\$ 100
A1255 Clerk fees	\$ 988	\$ 100	\$ 100	\$ 100	\$ 100
A1603 Vital Statistics Fees					
A2110 Zoning fees					
Use of property					
A2401 Interest & earnings	\$ 27	\$ 15	\$ 15	\$ 30	\$ 55
Licenses & permits					
A2544 Dog licenses	\$ 4,321	\$ 3,300	\$ 3,300	\$ 3,500	\$ 3,500
Fines & forfeitures					
A2610 Justice court fees	\$ 15,437	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000
Miscellaneous					
A2655 Sales, Other	\$ 427	\$ -	\$ -	\$ -	\$ -
A2665 Sale of Equipment	\$ -	\$ -	\$ -	\$ -	\$ -
Medical Insurance Premium (Councilman)					
A2750 ADA-Related Payments	\$ 16,537	\$ -	\$ -	\$ 16,537	\$ 16,537
A2770 Other unclassified Revenue	\$ 246	\$ -	\$ -	\$ -	\$ -
State Aid, Revenue Sharing					
A3001 State Aid, Revenue Sharing	\$ -	\$ 16,537	\$ 16,537	\$ -	\$ -
Mortgage tax					
A3005 Mortgage tax	\$ 103,810	\$ 25,000	\$ 25,000	\$ 25,000	\$ 30,000
State aid					
A3089 State aid	\$ 4,988	\$ -	\$ -	\$ -	\$ -
<b>TOTAL REVENUES</b>	\$ 518,564	\$ 444,393	\$ 444,393	\$ 442,085	\$ 488,316
Appropriated fund balance		\$ 70,000	\$ 70,000	\$ 90,000	\$ -
<b>TOTAL REVENUES AND APPROPRIATED FUND BALANCE</b>	\$ 518,564	\$ 514,393	\$ 514,393	\$ 532,085	\$ 488,316

**TOWN OF DENMARK  
GENERAL FUND - PART TOWN  
2023 BUDGET**

	2020 Actual Amount	2021 Budget	2021 Amended Budget	2022 Final Budget	2023 Tentative Budget
<b>REVENUES</b>					
Real Property Taxes					
Tax levy	\$ 12,726	\$ 12,726	\$ 12,726	\$ 12,529	\$ 13,693
Vital Statistics Fees	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500
Departmental income					
B2110 Zoning fees	\$ 1,560	\$ 1,000	\$ 1,000	\$ 1,500	\$ 1,500
<b>TOTAL REVENUES</b>	\$ 14,286	\$ 14,226	\$ 14,226	\$ 14,529	\$ 15,693
Appropriated fund balance		\$ 1,000	\$ 1,000	\$ 2,000	\$ -
<b>TOTAL REVENUES AND APPROPRIATED FUND BALANCE</b>	\$ 14,286	\$ 15,226	\$ 15,226	\$ 16,529	\$ 15,693
<b>EXPENDITURES</b>					
Public health					
Payroll	\$ 465	\$ 465	\$ 465	\$ 465	\$ -
Registrar of statistics					
B4020.11 Payroll	\$ 300	\$ 400	\$ 400	\$ 400	\$ 420
B4020.12 Payroll Deputy	\$ 100	\$ 100	\$ 100	\$ 100	\$ 118
B4020.4 Contractual					
Zoning					
B8010 Payroll - Code Enforcement	\$ 2,488	\$ 4,500	\$ 4,500	\$ 4,500	\$ 4,500
B8104 Contractual - Zoning	\$ 1,125	\$ 800	\$ 800	\$ 1,000	\$ 1,000
Planning Board					
B8020.1 Payroll - Planning Bd	\$ 6,564	\$ 6,564	\$ 6,564	\$ 6,564	\$ 6,761
B8020.4 Contractual - Planning Bd	\$ 6,494	\$ 1,500	\$ 1,500	\$ 2,500	\$ 2,000
Fringe benefits					
B9030.8 Social security	\$ 230	\$ 397	\$ 397	\$ 1,000	\$ 902
<b>TOTAL EXPENDITURES</b>	\$ 10,838	\$ 14,726	\$ 14,726	\$ 16,529	\$ 15,693
Unexpended Balance	\$ 3,448	\$ -	\$ -	\$ -	\$ -

**TOWN OF DENMARK  
FIRE PROTECTION DISTRICT  
2023 BUDGET**

	2020 Actual Amount	2021 Budget	2021 Amended Budget	2022 Final Budget	2023 Tentative Budget
<b>REVENUES</b>					
Real Property Taxes	\$ 149,009	\$ 149,009	\$ 149,009	\$ 130,640	\$ 151,000
<b>TOTAL REVENUES</b>	\$ 149,009	\$ 149,009	\$ 149,009	\$ 130,640	\$ 151,000
Appropriated fund balance		\$ -	\$ -	\$ -	\$ -
<b>TOTAL REVENUES AND APPROPRIATED FUND BALANCE</b>	\$ 149,009	\$ 149,009	\$ 149,009	\$ 130,640	\$ 151,000
<b>EXPENDITURES</b>					
Fire protection					
Contractual	\$ 149,009	\$ 149,009	\$ 149,009	\$ 130,640	\$ 151,000
Fire Protection District 221					
Fire Protection District 222					
Fire Protection District 223 - C					
Fire Protection District 223 - WC					
Fire Protection District 223 - R					
<b>TOTAL EXPENDITURES</b>	\$ 149,009	\$ 149,009	\$ 149,009	\$ 130,640	\$ 151,000
Unexpended Balance		\$ -	\$ -	\$ -	\$ -

**TOWN OF DENMARK  
GENERAL FUND - TOWNWIDE  
2023 BUDGET**

	2020 Actual Amount	2021 Budget	2021 Amended Budget	2022 Final Budget	2023 Tentative Budget
<b>EXPENDITURES</b>					
Town board					
Payroll	\$ 7,720	\$ 8,960	\$ 8,960	\$ 8,960	\$ 8,960
A1010.41 Contractual - Board payments	\$ 300	\$ 3,000	\$ 3,000	\$ 3,000	\$ 400
A1010.42 Contractual - Other	\$ -	\$ 1,000	\$ 1,000	\$ 1,100	\$ 1,100
Justice					
A1110.11 Payroll for 2 Justices	\$ 34,837	\$ 20,188	\$ 20,188	\$ 20,790	\$ 20,790
A1110.12 Court Bailiff					
A1110.13 Court Clerk					
A1110.14 Deputy Court					
A1110.41 Contractual	\$ 4,172	\$ 9,000	\$ 9,000	\$ 9,000	\$ 6,000
A1110.42 Jury Trials					
A1220.1 Payroll	\$ 22,400	\$ 22,400	\$ 22,400	\$ 18,000	\$ 18,000
A1220.4 Contractual	\$ 17,744	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
Accounting					
A1310.4 Contractual	\$ -	\$ 12,000	\$ 12,000	\$ 12,000	\$ 17,500
Assessment					
A1355.1 Payroll	\$ 19,526	\$ 19,526	\$ 19,526	\$ 20,000	\$ 20,400
A1355.2 Equipment					
A1355.4 Contractual	\$ 11,587	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000
Town clerk					
A1410.11 Payroll	\$ 30,000	\$ 30,000	\$ 30,000	\$ 32,000	\$ 33,400
A1410.12 Payroll Deputy Clerk	\$ 2,328	\$ 14,000	\$ 14,000	\$ 13,200	\$ 13,180
A1410.2 Equipment	\$ -	\$ -	\$ -	\$ 1,426	\$ 1,850
A1410.4 Contractual	\$ 4,243	\$ 6,000	\$ 6,000	\$ 7,645	\$ 7,952
Attorney					
A1420.4 Contractual	\$ 8,321	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000
Personnel					
A1430.1 Payroll	\$ 4,818	\$ -	\$ -	\$ -	\$ -
Special items					
A1910.4 Contractual	\$ 23,572	\$ 25,000	\$ 25,000	\$ 25,000	\$ 27,140
A1920.4 Municipal Assn Dues	\$ 1,299	\$ 1,249	\$ 1,249	\$ 1,300	\$ 1,300
Control of dogs					
A3510.1 Payroll	\$ 1,333	\$ 4,500	\$ 4,500	\$ 4,626	\$ 4,800
A3510.4 Contractual	\$ 4,711	\$ 3,800	\$ 3,800	\$ 4,300	\$ 2,500

**TOWN OF DENMARK  
HIGHWAY FUND - TOWNWIDE  
2023 BUDGET**

	2020 Actual Amount	2021 Budget	2021 Amended Budget	2022 Final Budget	2023 Tentative Budget
<b>REVENUES</b>					
Real Property Taxes	\$ 438,828	\$ 471,869	\$ 471,869	\$ 516,080	\$ 521,882
Snow removal/other goods	\$ 29,238	\$ 29,578	\$ 29,578	\$ 101,200	\$ 196,254
Interest & earnings	\$ 27	\$ 15	\$ 15	\$ 20	\$ -
Sale of equipment	\$ 17,600	\$ -	\$ -	\$ -	\$ -
Insurance Refund (Public Highway Dist. Shared)					
<b>TOTAL REVENUES</b>	\$ 553,785	\$ 565,462	\$ 565,462	\$ 617,700	\$ 648,136
Appropriated fund balance		\$ 90,000	\$ 90,000	\$ 110,000	\$ -
<b>TOTAL REVENUES AND APPROPRIATED FUND BALANCE</b>	\$ 553,785	\$ 655,462	\$ 655,462	\$ 727,700	\$ 648,136
<b>EXPENDITURES</b>					
Machinery					
DA5130.1 Payroll		\$ 196,636			
DA5130.2 Equipment	\$ 139,629	\$ 146,996	\$ 147,463	\$ 175,000	
DA5130.4 Contractual	\$ 49,238	\$ 54,200	\$ 53,738	\$ 65,000	\$ 65,000
DA5130.42 Tools		\$ 800	\$ 800	\$ 1,000	\$ 1,000
Brush & Woods					
DA5140.4 Contractual	\$ 780	\$ 1,800	\$ 1,800	\$ 1,800	\$ 1,800
Snow removal					
DA5142.1 Payroll	\$ 147,822	\$ -	\$ 228,529	\$ 231,058	\$ 241,456
DA5142.4 Contractual	\$ 97,340	\$ 65,000	\$ 65,000	\$ 67,000	\$ 97,998
State Retirement					
DA6910.8 Social Security	\$ 16,762	\$ 18,008	\$ 18,008	\$ 17,421	\$ 17,421
DA6910.9 Workers Comp	\$ 4,332	\$ 4,731	\$ 5,368	\$ 5,711	\$ 13,255
DA6910.8 Unemployment Insurance					
DA6910.8 Disability					
DA6910.8 Hospital Ins	\$ 40,659	\$ 48,616	\$ 48,616	\$ 51,533	\$ 50,310
DA6910.8 Union Welfare Benefits					
DA6910.8 Install Purch Debt - Principal	\$ 56,330	\$ 97,628	\$ 97,628	\$ 100,261	\$ 36,761
DA6910.8 Install Purch Debt - Interest	\$ 7,662	\$ 5,173	\$ 5,173	\$ 2,620	\$ 2,438
DA 962 Reserve					
<b>TOTAL EXPENDITURES</b>	\$ 575,189	\$ 655,462	\$ 667,201	\$ 727,700	\$ 634,619
Unexpended Balance	\$ (21,794)	\$ -	\$ (11,739)	\$ -	\$ -

**TOWN OF DENMARK  
CAPITAL FUND-WATER  
2023 BUDGET**

	2020 Actual Amount	2021 Budget	2021 Amended Budget	2022 Final Budget	2023 Tentative Budget
<b>REVENUES</b>					
Grants	\$ -	\$ -	\$ -	\$ -	\$ -
H3591 State Aid	\$ 9,222	\$ -	\$ -	\$ -	\$ -
H3731 BANS Redeemed from Approp	\$ 16,000	\$ -	\$ -	\$ -	\$ -
<b>TOTAL REVENUES</b>	\$ 25,222	\$ -	\$ -	\$ 0	\$ -
Appropriated fund balance		\$ -	\$ -	\$ -	\$ -
<b>TOTAL REVENUES AND APPROPRIATED FUND BALANCE</b>	\$ 25,222	\$ -	\$ -	\$ 0	\$ -
<b>EXPENDITURES</b>					
Attorney					
H1420.4 Contractual	\$ -	\$ -	\$ -	\$ -	\$ -
Transmission & Distribution					
HR807.2 Equipment & Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -
Water Administration					
HR307.2 Water Equipment & Capital Outlay	\$ 9,222	\$ -	\$ -	\$ -	\$ -
Planning & Management Development					
HR664.4 Contractual	\$ -	\$ -	\$ -	\$ -	\$ -
Bond Anticipation Note					
HR730.8 Principal	\$ -	\$ -	\$ -	\$ -	\$ -
HR730.7 Interest	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL EXPENDITURES</b>	\$ 9,222	\$ -	\$ -	\$ 0	\$ -
Unexpended Balance	\$ 16,000	\$ -	\$ -	\$ -	\$ -

**TOWN OF DENMARK  
REAL PROPERTY TAX SUMMARY  
2023 BUDGET**

	2020 Actual Amount	2021 Budget	2021 Amended Budget	2022 Final Budget	2023 Tentative Budget
<b>TOWN WIDE</b>					
General Fund	\$ 143,450	\$ 135,141	\$ 135,141	\$ 122,452	\$ 124,046
Highway Fund	\$ 438,828	\$ 471,869	\$ 471,869	\$ 516,080	\$ 521,882
<b>TOTAL TOWN WIDE</b>	\$ 582,278	\$ 607,010	\$ 607,010	\$ 638,532	\$ 645,928
<b>PART TOWN</b>					
General Fund	\$ 12,726	\$ 12,726	\$ 12,726	\$ 12,529	\$ 13,693
Highway Fund	\$ 297,420	\$ 306,959	\$ 306,959	\$ 294,355	\$ 314,338
Fire Protection	\$ 149,009	\$ 149,009	\$ 149,009	\$ 130,640	\$ 151,000
<b>TOTAL PART TOWN</b>	\$ 498,155	\$ 468,694	\$ 468,694	\$ 437,524	\$ 479,031
<b>GRAND TOTALS</b>	\$ 1,080,433	\$ 1,075,704	\$ 1,075,704	\$	

Councilman Fazio made a motion, to schedule a Public Hearing of Local Law 1 of 2022 to Override the 2% Tax Cap on October 17, 2022, at 6:00 pm, schedule of a Public Hearing seconded by Councilman Jones.  
Vote 5 Ayes, 0 Noes.

At 7:05 pm, Councilman Jones made a motion to enter Executive Session for the discussion of a legal matter, Executive Session seconded by Councilwoman Rowsam.  
Vote 5 Ayes, 0 Noes.

Supt. Mahar, Deputy Supt. Jim Der, and Deputy Clerk Kirch-Corey promptly exited.

At 7:20 pm, Councilman Fazio made motion, to exit Executive Session, exiting Executive Session seconded by Councilman Jones.  
Vote 5 Ayes, 0 Noes.

Deputy Clerk Kirch-Corey re-enters at 7:20

Councilman Wadsworth made a motion for the Town to draft a letter to the Village of Copenhagen requesting return of monies from Copenhagen Fire Department for truck reserve from 2020 through 2021, in the amount of \$48,000.00 be returned; and for monies for auditing purposes from 2020 through 2021, in the amount of \$10,000, be returned by January 31, 2023, drafting letter to Village of Copenhagen seconded by Councilman Fazio.  
Vote 5 Ayes, 0 Noes.

Councilman Jones requested that a copy of the Procurement Policy be sent to all Board members.

At 7:26 pm, Councilman Jones made a motion to adjourn, adjournment seconded by Councilwoman Rowsam.  
Vote 5 Ayes, 0 Noes.

Susan Kirch-Corey  
Deputy Town Clerk