

A regular meeting of the Town of Denmark Town Board held on November 9, 2022, at the Town of Denmark Municipal Building.

<p>In attendance were the following officials: Councilman Fred Wadsworth Councilman Frank Fazio Supervisor Scott Doyle Councilwoman Darlene Rowsam</p> <p>Superintendent Patrick Mahar Clerk Prudence Greene</p> <p>Absent: Councilman Peter Jones</p>	<p>Also in attendance: Cindy Doyle Gary Ashline</p>
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Supervisor Doyle opened the Town Board meeting at 6:00pm. Those in attendance recited the Pledge of Allegiance.

Town Clerk Prudence Greene conducted a roll call of the Town Board as follows:

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

Councilman Wadsworth made a motion, seconded by Councilman Fazio to approve the minutes of 10.17.2022 as prepared by Deputy Clerk Susan Kirch-Corey.
Vote recorded as 4 ayes, 0 noes, 1 absent.

Clerk Greene had arranged publication of the following legal in the Lowville Journal & Republican, the town website and the 3 post offices in the town :

Notice is hereby given that the Preliminary Budget and the Fire Contracts for the Town of Denmark, Lewis County, New York for the fiscal year beginning January 1, 2023, have been filed in the office of the Town Clerk at the municipal building located at 3707 Roberts Road, Carthage, New York where they are available for public inspection by any interested person during regular business hours Monday thru Thursday 9:30 am – 4:00 pm.

Further notice is hereby given that the Town Board of the Town of Denmark will conduct a Public Hearing of the Preliminary Budget and the Fire Contracts for the Town of Denmark, Lewis County, New York for the 2023 fiscal year on Wednesday, November 9, 2022, at 6:00pm during the regular monthly meeting of the Town of Denmark Town Board.

The meeting will be held at the municipal building located at 3707 Roberts Road, Carthage, NY 13619. At the time of the hearing any person may be heard in favor or against any item or items therein contained.

Pursuant to Section 113 of Town Law, the proposed salaries of the following Town Officers are hereby specified as follows:

Councilmembers (4)	\$ 2,172.50
Supervisor	\$18,000.00
Town Clerk / Tax Collector	\$33,440.00
Highway Supt.	\$55,385.00

Any written comments must be received by the Town Clerk no later than 4pm on Monday, November 7, 2022. Any persons requiring special accommodations to attend and or participate in the public hearings should contact the Town Clerk no later than 4pm on November 7, 2022.

By order of the Town of Denmark Town Board
Dated 10/19/2022
Prudence L. Greene
Town of Denmark Town Clerk

At 6:02pm Councilman Wadsworth offered a motion to open the public hearings of the preliminary 2023 Town of Denmark budget and the proposed 2023 fire protection contracts between the Town of Denmark and the Villages of Castorland and West Carthage as well as the Rutland Fire District. Councilman Fazio seconded his motion.
Vote recorded as 4 ayes, 0 noes, 1 absent.

Public Hearing:
Pat Mahar asked why more of the fund balance had not been utilized to offset the tax increase? Supervisor Doyle responded that the full amount of the fund balance had not been known at the time of budget development, and with the current national economic situation he was cautious about utilizing fund balance this year.

Minutes of 11.09.2022

Prepared by Town Clerk Prudence L. Greene

Supervisor Doyle stated that the projected fund balance will be around \$892,000.00 and with the remaining ARPA funds the Town will have approximately \$1.24 million.

No further comments were made by the public about the proposed 2023 budget.

No comments were made by the public about the proposed fire protection contracts.

Supervisor Doyle did discuss a letter he sent to Lewis County asking about the sales tax revenue sharing. 80% of counties in NYS share sales tax revenue with towns but Lewis County does not.

At 6:13pm Councilman Wadsworth made a motion to exit the public hearing. Councilman Fazio seconded his motion.

Vote recorded as 4 ayes, 0 noes, 1 absent.

Councilman Wadsworth offered a resolution, seconded by Councilwoman Rowsam as follows:

Resolution 145 of 2022: Adoption of the 2023 Town of Denmark Budget: Whereas the Town of Denmark Town Board held a public hearing of the preliminary Town of Denmark 2022 Budget on November 9, 2022, and the public was given opportunity to speak for or against the preliminary budget, the Town of Denmark Town Board does hereby adopt the preliminary budget as the 2023 Town of Denmark Budget as follows:

TOWN OF DENMARK GENERAL FUND - TOWNWIDE 2023 BUDGET					
	2020 Actual Amount	2021 Budget	2021 Amended Budget	2022 Final Budget	2023 Tentative Budget
REVENUES					
Real Property Taxes					
A1001 Tax levy	\$ 143,450	\$ 135,141	\$ 135,141	\$ 122,492	\$ 124,046
Other tax items					
A1081 Payments in lieu	\$ 220,378	\$ 225,000	\$ 225,000	\$ 226,326	\$ 263,329
A1090 Interest & penalties	\$ 8,042	\$ 9,000	\$ 9,000	\$ 8,000	\$ 8,000
Departmental income					
A1255 Clerk fees	\$ 334	\$ 100	\$ 100	\$ 100	\$ 100
A1603 Vital Statistics Fees	\$ 688				\$ 300
A2110 Zoning fees		\$ 100	\$ 100	\$ 100	\$ 100
Use of property					
A2401 Interest & earnings	\$ 27	\$ 15	\$ 15	\$ 30	\$ 55
Licenses & permits					
A2544 Dog licenses	\$ 4,521	\$ 3,500	\$ 3,500	\$ 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)					\$ 22,349
A2750 AIM-Related Payments	\$ 16,537			\$ 16,537	\$ 16,537
A2770 Other unclassified Revenue	\$ 246				
A3001 State Aid, Revenue Sharing	\$ -	\$ 16,537		\$ 16,537	
A3005 Mortgage tax	\$ 103,810	\$ 25,000	\$ 25,000	\$ 25,000	\$ 30,000
A3089 State aid	\$ 4,868				
TOTAL REVENUES					
	\$ 518,564	\$ 444,393	\$ 444,393	\$ 442,085	\$ 498,316
Appropriated fund balance					
		\$ 70,000	\$ 70,000	\$ 80,000	\$ -
TOTAL REVENUES AND APPROPRIATED FUND BALANCE					
	\$ 518,564	\$ 514,393	\$ 514,393	\$ 532,085	\$ 498,316

TOWN OF DENMARK GENERAL FUND - TOWNWIDE 2023 BUDGET					
	2020 Actual Amount	2021 Budget	2021 Amended Budget	2022 Final Budget	2023 Tentative Budget
EXPENDITURES					
Town board					
A1010.1 Payroll	\$ 7,720	\$ 8,960	\$ 8,960	\$ 8,960	\$ 8,960
A1010.41 Contractual	\$ 320	\$ 3,000	\$ 3,000	\$ 3,000	\$ 400
A1010.42 Other/contingent (website)	\$ -	\$ 1,000	\$ 1,000	\$ 1,100	\$ 1,100
Justices					
A1110.11 Payroll for 2 Justices	\$ 34,927	\$ 20,185	\$ 20,185	\$ 20,790	\$ 20,790
A1110.12 Court Bailiff	\$ -	\$ 3,163	\$ 3,163	\$ -	\$ 3,419
A1110.13 Court Clerk	\$ -	\$ 11,580	\$ 11,580	\$ 11,527	\$ 8,500
A1110.14 Deputy Court	\$ -	\$ 4,000	\$ 4,000	\$ 4,200	\$ 8,500
A1110.41 Contractual	\$ 4,172	\$ 9,000	\$ 9,000	\$ 9,000	\$ 6,000
A1110.42 Jury Trials	\$ -	\$ 1,500	\$ 1,500	\$ 2,000	\$ 2,000
Supervisor					
A1220.1 Payroll	\$ 22,400	\$ 22,440	\$ 22,440	\$ 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	\$ 11,567	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000
Town clerk					
A1410.11 Payroll	\$ 30,000	\$ 30,000	\$ 30,000	\$ 32,000	\$ 33,440 4.5%
A1410.12 Payroll Deputy Clerk	\$ -	\$ 14,000	\$ 14,000	\$ 13,000	\$ 19,100 48.9%
A1410.2 Equipment	\$ -	\$ -	\$ -	\$ 1,425	\$ 1,050
A1410.4 Contractual	\$ 4,243	\$ 6,000	\$ 6,000	\$ 7,645	\$ 7,052
Attorney					
A1420.4 Contractual	\$ 8,321	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000
Personnel					
A1430.1 Payroll	\$ 4,618	\$ -	\$ -	\$ -	\$ -
Special items					
A1910.4 Insurance	\$ 23,572	\$ 25,000	\$ 25,000	\$ 25,000	\$ 27,140
A1920.4 Municipal Assn Dues	\$ 1,259	\$ 1,249	\$ 1,249	\$ 1,300	\$ 1,300
Control of dogs					
A3510.1 Payroll	\$ 1,333	\$ 4,500	\$ 4,500	\$ 4,036	\$ 4,800
A3510.4 Contractual	\$ 4,711	\$ 3,800	\$ 3,800	\$ 4,300	\$ 2,500

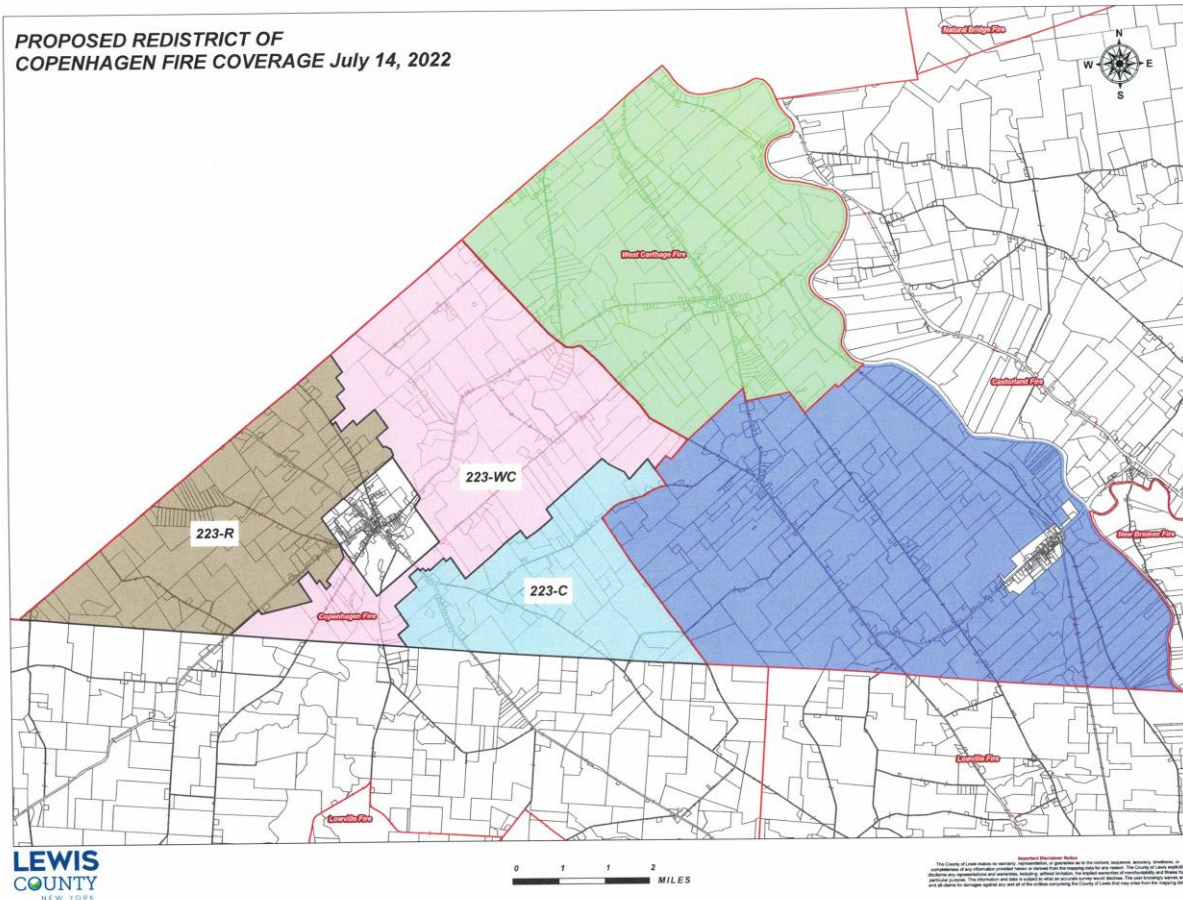
TOWN OF DENMARK GENERAL FUND - PART TOWN 2023 BUDGET					
	2020 Actual Amount	2021 Budget	2021 Amended Budget	2022 Final Budget	2023 Tentative Budget
REVENUES					
Real Property Taxes					
B1001 Tax levy	\$ 12,726	\$ 12,726	\$ 12,726	\$ 12,529	\$ 13,693
B1603 Vital Statistic Fees	\$ -	\$ 500	\$ 500	\$ 500	\$ 500
Departmental income					
B2110 Zoning fees	\$ 1,560	\$ 1,000	\$ 1,000	\$ 1,500	\$ 1,500
TOTAL REVENUES					
	\$ 14,286	\$ 14,226	\$ 14,226	\$ 14,529	\$ 15,693
Appropriated fund balance					
	\$ 1,000	\$ 1,000	\$ 1,000	\$ 2,000	\$ -
TOTAL REVENUES AND APPROPRIATED FUND BALANCE					
	\$ 14,286	\$ 15,226	\$ 15,226	\$ 16,529	\$ 15,693
EXPENDITURES					
Public health					
B4010.1 Payroll	\$ -	\$ 465	\$ 465	\$ 465	\$ -
Registrar of statistics					
B4020.11 Payroll	\$ 500	\$ 400	\$ 400	\$ 400	\$ 420
B4020.12 Payroll Deputy	\$ -	\$ 100	\$ 100	\$ 100	\$ 110
B4020.4 Contractual	\$ -	\$ -	\$ -	\$ -	\$ -
Zoning					
B8010.1 Payroll - Code Enforcement	\$ 2,496	\$ 4,500	\$ 4,500	\$ 4,500	\$ 4,500
B8010.4 Contractual - Zoning	\$ 1,126	\$ 800	\$ 800	\$ 1,000	\$ 1,000
Planning Board					
B8020.1 Payroll - Planning Bd	\$ -	\$ 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
TOTAL EXPENDITURES					
	\$ 10,836	\$ 14,726	\$ 14,726	\$ 16,529	\$ 15,693
Unexpended Balance					
	\$ 3,450	\$ 500	\$ 500	\$ 0	\$ -

TOWN OF DENMARK GENERAL FUND - TOWNWIDE 2023 BUDGET					
	2020 Actual Amount	2021 Budget	2021 Amended Budget	2022 Final Budget	2023 Tentative Budget
REVENUES					
Board of Assessment					
A3610.1 Payroll	\$ 670	\$ 670	\$ 670	\$ 670	\$ 690
A3610.41 Contractual - Board payments	\$ -	\$ 100	\$ 100	\$ 100	\$ 150
A3610.42 Contractual - Other	\$ -	\$ -	\$ -	\$ -	\$ -
Ambulance					
A4540.4 Contractual	\$ 8,242	\$ 8,407	\$ 8,407	\$ 8,575	\$ 8,747
Highway superintendent					
A5010.1 Payroll	\$ 50,000	\$ 50,000	\$ 50,000	\$ 53,000	\$ 55,385 4.5%
A5010.4 Contractual	\$ 3,045	\$ 4,400	\$ 4,400	\$ 4,400	\$ 4,400
Garage					
A5132.1 Payroll	\$ 3,071	\$ 4,000	\$ 4,000	\$ 4,500	\$ 4,000
A5132.4 Contractual	\$ 61,798	\$ 56,000	\$ 56,000	\$ 56,000	\$ 56,000 3.5%
Veterans					
A6510.4 Contractual	\$ -	\$ 500	\$ 500	\$ 500	\$ 300
Youth programs					
A7310.4 Contractual	\$ -	\$ 500	\$ 500	\$ 500	\$ 500
Historian					
A7510.4 Contractual	\$ -	\$ 100	\$ 100	\$ 100	\$ 100
Adult Recreation					
A7620.4 Volunteer Trans Ctr	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,100
Cemeteries					
A8810.2 Equipment Reserve (need to be funded)	\$ -	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500
A8810.4 Contractual	\$ 1,955	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500
Fringe benefits					
A9010.8 State retirement	\$ 23,296	\$ 19,482	\$ 19,482	\$ 17,933	\$ 17,933
A9030.8 Social security	\$ 13,176	\$ 14,116	\$ 14,116	\$ 14,650	\$ 14,814
A9040.8 Workers Comp	\$ 4,662	\$ 5,025	\$ 5,736	\$ 6,070	\$ -
A9055.8 Disability insurance	\$ 128	\$ 128	\$ -	\$ -	\$ -
A9060.8 Medical insurance CLK, SUP, COUN	\$ 28,383	\$ 48,062	\$ 48,062	\$ 51,000	\$ 67,047
Debt Service					
A9710.6 Serial Bond Principal	\$ 60,000	\$ 60,000	\$ 60,000	\$ 65,000	\$ -
A9710.7 Serial Bond Interest	\$ 9,175	\$ 7,000	\$ 7,000	\$ 10,338	\$ -
A 9620 Building Reserve	\$ -	\$ -	\$ -	\$ -	\$ 20,000
TOTAL EXPENDITURES					
	\$ 464,886	\$ 514,393	\$ 515,103	\$ 532,085	\$ 498,316
Unexpended Balance					
	\$ 53,678	\$ -	\$ (710)	\$ 0	\$ -

Councilman Fazio	Aye	
Councilman Jones	Absent	
Councilwoman Rowsam	Aye	
Supervisor Doyle	Aye	Resolutioin 145 of 2022 adopted 11.09.2022

Councilman Wadsworth offered a resolution, seconded by Councilman Fazio as follows:

Resolution 146 of 2022: Adoption of 2023 Fire Contracts: Whereas the Town of Denmark Town Board held a Public Hearing on the proposed 2023 Fire Protection contracts between the Town of Denmark and the Village of Castorland, the Town of Rutland Fire District, and the Village of West Carthage on November 9, 2023, and the public was given an opportunity to speak for or against the proposed contracts; The Town of Denmark Town Board hereby adopts the 2023 Fire Protection contracts for the Town of Denmark and Village of Castorland, Town of Rutland Fire District and the Village of West Carthage as follows:



**TOWN OF DENMARK FIRE PROTECTION CONTRACT WITH
 VILLAGE OF CASTORLAND
 FIRE PROTECTION DISTRICT 221 & FIRE PROTECTION DISTRICT 223C
 EFFECTIVE DATES 1/1/2023 – 12/31/2023**

THIS AGREEMENT, made the 9th day of November, 2022 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 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", hereinafter called the "District 221" & and 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 9th day of November, 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

Minutes of 11.09.2022

Prepared by Town Clerk Prudence L. Greene

Fire 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 221 & 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.

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 (5) 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 223R (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 either Zones not assigned to it above for purpose of assisting Contractor assigned to that Zone whenever such assistance is deemed necessary or advisable.

2. TERM

The term of this Agreement shall commence on January 1, 2023 and shall continue until December 31, 2023 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 1st 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 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, or 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

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.

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, Monthly Financial Reports, Board Meeting Minutes to: supervisordoyle@townofdenmarkny.org
- The Fire Chief will provide annual documentation by notarized letter stating each firefighter's name and certified training & approved job tasks for said firefighter. (we do not want copies of certificates)
- Specific to Castorland Fire Company in 2023 would be:
 - \$15,000 Annually going to "Truck Reserves"

- Fire Departments Must File a "statement itemizing the estimated costs of the incorporated fire company attributable to the provision of services under the prospective contract". "The estimated costs attributable to the provision of services under the prospective contract itemized in the statement shall include, at a minimum, those, if any, for: supplies; materials; operation, maintenance and repair of equipment and apparatus; insurance; training; protective clothing, gear and other personnel costs; and a specified proportionate share of capital cost. "To be received by August 30, 2023. (Specifically Sections 176 and 184 of the Town Law and section 4-412 of the Village Law)
- Castorland Fire Company has listed a budget line item for annual audits. We would like to be copied by August 30, 2022 on Findings of Annual Audit Report of Fire Department Accounts.
- Provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes set forth in this Agreement.

13. BINDING EFFECT

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

14. COUNTERPARTS

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

15. GOVERNING LAW

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

16. NO ASSIGNMENT

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

17. ENTIRE AGREEMENT

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

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

**TOWN OF DENMARK FIRE PROTECTION CONTRACT WITH
TOWN OF RUTLAND FIRE DISTRICT
FIRE PROTECTION DISTRICT 223R
EFFECTIVE DATES 1/1/2023 – 12/31/2023**

THIS AGREEMENT, made the 9th day of November, 2022 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 626, Black River, NY 13612, 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 223R", hereinafter called the "District 223R", 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 9th day of November, 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

Fire Department will provide the Town with fire protection and rescue services within the Town's Fire Protection District 223R. Fire protection shall be defined as it is in Section 184 of the Town Law but shall not include inspection of buildings and properties in the Town's Fire Protection District for the purposes specified in and as authorized by Sections 187-a and 183 of the Multiple Residence Law, or Section 189 of the Town Law. Fire Protection shall not include the provision of general ambulance services.

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

The District shall be divided into three (5) 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 223R (Protected by Rutland 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). 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 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 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 January 1, 2023 and shall continue until December 31, 2023 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 1st of each contract year.

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 Contractors 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 canceled 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 or other evidence satisfactory to the Town, or each insurance policy and each renewal thereof.

6. EXPIRATION OR TERMINATION OF RESPONSIBILITIES

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

7. 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 Brain 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.

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 Fire Chief will provide annual documentation by notarized letter stating each firefighter's name and documented training and approved job tasks for said firefighter. (We don't need certificates)
- The Town of Rutland Fire District will provide annual budget by October 1, 2023.
- Provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes set forth in this Agreement.

13. BINDING EFFECT

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

14. COUNTERPARTS

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

15. GOVERNING LAW

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

16. NO ASSIGNMENT

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

17. ENTIRE AGREEMENT

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

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

**TOWN OF DENMARK FIRE PROTECTION CONTRACT WITH
VILLAGE OF WEST CARTHAGE
FIRE PROTECTION DISTRICT 222 & FIRE PROTECTION DISTRICT 223WC
EFFECTIVE DATES 1/1/2023 – 12/31/2023**

THIS AGREEMENT, made the 9th day of November, 2022, 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 222", hereinafter called the "District 222", and 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 9th day of November, 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

Fire Department will provide the Town with fire protection and rescue services within the Town's Fire Protection District 222 & 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 189 of the Town Law. Fire Protection shall not include the provision of general ambulance services.

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

The District shall be divided into three (5) 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 223R (Protected by the Rutland Fire Company).

During the period of this agreement, The West Carthage Fire Department 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 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 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 January 1, 2023 and shall continue until December 31, 2023 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 1st of each contract year.

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 Contractors 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, or each insurance policy and each renewal thereof.

6. EXPIRATION OR TERMINATION OF RESPONSIBILITIES

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

7. 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 herein conferred shall be in addition to and not exclusive of any and all other rights or remedies now or hereafter existing at law or in equity.

11. HEADINGS

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

12. FURTHER ASSURANCES

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

- Including Monthly Meeting Minutes, Board Meeting Minutes to: supervisordoyle@townofdenmarkny.org
- The Fire Chief will provide annual documentation by notarized letter stating each firefighter’s name and documented training and approved job tasks for said firefighter.
- The Village of West Carthage will provide annual budget that Denmark Fire Tax is being utilized to pay the annual payment on Village owned equipment by October 1, 2023.
- 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.

Roll call vote recorded as follows:

Councilman Wadsworth	Aye	
Councilman Fazio	Aye	
Councilman Jones	Absent	
Councilwoman Rowsam	Aye	
Supervisor Doyle	Aye	Resolutioin 146 of 2022 adopted 11.09.2022

Public Comment: None

Supervisor Doyle offered a resolution, seconded for adoption by Councilman Wadsworth as follows:

Resolution 147 of 2022: The Town of Denmark Town Board approves payments of General Fund Abstract #661 dated November 9, 2022, new claims # 224 - 244 totaling \$ 13,298.58.

Roll call vote recorded as follows:

Councilman Wadsworth	Aye	
Councilman Fazio	Aye	
Councilman Jones	Absent	
Councilwoman Rowsam	Aye	
Supervisor Doyle	Aye	Resolutioin 147 of 2022 adopted 11.09.2022

Councilwoman Rowsam offered a resolution, seconded for adoption by Councilman Fazio, as follows:

Resolution 148 of 2022: The Town of Denmark Town Board does hereby authorize payment of the National Grid Bill for electricity service 10/12/2022 – 11/10/2022 so long as the information for the payment is noted as a paid prior on the December 2022 General Fund Abstract.

Roll call vote recorded as follows:

Councilman Wadsworth	Aye	
Councilman Fazio	Aye	
Councilman Jones	Absent	
Councilwoman Rowsam	Aye	
Supervisor Doyle	Aye	Resolutioin 148 of 2022 adopted 11.09.2022

Councilman Wadsworth offered a resolution, seconded for adoptioin by Supervisor Doyle as follows:

Resolution 149 of 2022: The Town of Denmark Town Board approves payments of Water District Abstract #86, dated November 9, 2022, claim # 16. Total of all claims \$ 25.75.

Roll call vote recorded as follows:

Councilman Wadsworth	Aye	
Councilman Fazio	Aye	
Councilman Jones	Absent	
Councilwoman Rowsam	Aye	
Supervisor Doyle	Aye	Resolutioin 149 of 2022 adopted 11.09.2022

Reports of Departments (provided to Town Board prior to meeting):

Dog Control Office

Nick Astafan, Report of October 2022

Zoning & Planning

Planning Board – No November Meeting

Deputy ZEO, Kevin Gaines – No October permits

Town Clerk Report for October 2022

Correspondence provided to Town Board:

- A letter from Lewis County dated 11/2/2022: Apportionment of Mortgage Tax Denmark share is \$23,952.19.
- RACOG Report 11/2022. Supervisor Doyle has asked about the parking lot lights Denmark has yet to see installed. Mr. Dietrich has not yet responded.

Supervisor Doyle presented a letter he had received, and he asked Clerk Greene read it aloud to those assembled. A copy of the letter follows:

CAMPANY, McARDLE & RANDALL, PLLC

KEVIN M. McARDLE
CANDACE L. L. RANDALL
THOMAS A. CAMPANY, of counsel

7571 S. STATE STREET
PO BOX 311
LOWVILLE, NEW YORK 13367-0311

TELEPHONE (315) 376-9445
FAX (315) 376-9479

LEGAL ASSISTANTS:
CHARLENE FORNEY
ANGEL MANTELLI

We do not accept service of process via telefax or electronic transmission.

November 2, 2022

Scott Doyle
Town Supervisor
3707 Roberts Rd.
Carthage, NY 13619

Re: Copenhagen Volunteer Fire Department

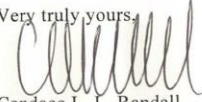
Dear Mr. Doyle:

The Copenhagen Village Board voted to abolish the Copenhagen Volunteer Fire Department ("CVFD") through Resolution Number 30-2022-23 on September 21, 2022. Although a petition seeking referendum was filed, it was both defective and contained an insufficient number of signatures. The petition was rightfully rejected, and the appropriate rejection letter was filed with the clerk.

Additionally, the time frame has passed for the residents of the Village to file a new petition.

Therefore, it is my unfortunate task to notify you that the CVFD has been abolished and will no longer be able to answer any calls. We will be looking to our mutual aid partners for coverage inside the Village of Copenhagen until November 14.

Should you need any further information or have any questions or concerns please feel free to contact me directly.

Very truly yours,

Candace L. L. Randall

A brief discussion was held about the current fire protection situation in the Village of Copenhagen.

Clerk Greene updated the Town Board on the possible Zoning Law amendment of Town Zoning Law Section 1025. The draft local law was provided to her by Kendall & Walton & Burrows and she provided it to the Town Board. Discussion was held about the potential for the amended local law to be overruled by NYS in an Article X proceeding.

Supervisor Doyle made a motion to table further discussion of the potential amendment to the January 2023 regular meeting of the Town Board. Councilman Wadsworth seconded his motion. Vote recorded as 4 ayes, 0 noes, 1 absent.

Discussion will be added to the January 2023 agenda by Supervisor Doyle.

Clerk Greene asked the Town Board to consider the EDU for Dicob property, SBL 109.00-2-1.221. Mr. Dicob has asked that his property be considered as a vacant parcel as all structures have been removed. Discussion was held.

Councilman Fazio offered a resolution, seconded for adoption by Councilwoman Rowsam as follows:
Resolution 150 of 2022: The Town of Denmark Town Board hereby directs Town of Denmark Water Clerk Prudence Greene to update SBL 109.00-2-1.221, owned by Neil and Cherie Dicob, from its current classification as single family to vacant to reflect the fact that no structure remains on that parcel effective immediately.

Roll call vote recorded as follows:

Councilman Wadsworth	Aye	
Councilman Fazio	Aye	
Councilman Jones	Absent	
Councilwoman Rowsam	Aye	
Supervisor Doyle	Aye	Resolutioin 150 of 2022 adopted 11.09.2022

Superintendent of Highways & Special Districts

Supt. Patrick Mahar provided an update of department activity, an updated budget report, and a voucher report. Supt. Mahar also stated that Mud Street from the Halifax Road to the Wilson Road and Mud Street from the Kenneth Freeman property to the town line as well as the section of Old State Road from the driveway of Carl and Bonnie Jacobs to the Vandewater Falls Road will be seasonal roads for the winter of 2022 /2023.

He also discussed a purchase of a box for a truck purchased for \$3500.00 from Groff's. NYS DOT has begun its annual use of the highway dept garage for the winter and the bollards will be installed around the well casing soon.

Discussion was held about the brush pile. Supt. Mahar will follow up to see if he can arrange to have it chipped and taken away.

Supervisor Doyle offered a resolution, seconded for adoption by Councilman Wadsworth as follows:

Resolution 151 of 2022: The Town of Denmark Town Board approves payments Highway Department, Abstract #703, dated November 9, 2022, claim #181 - 192, total of all claims \$50,053.70.

Roll call vote recorded as follows:

Councilman Wadsworth	Aye	
Councilman Fazio	Aye	
Councilman Jones	Absent	
Councilwoman Rowsam	Aye	
Supervisor Doyle	Aye	Resolutioin 151 of 2022 adopted 11.09.2022

Supervisor's Report

North Country CPA reconciliations of accounts was provided prior to the meeting. Updated profit and loss report was not yet available.

The credit card to be used by Supt. Mahar as arrived.

A discussion was held about utilizing NYCLASS for investments. The interest rate for NYCLASS investments is better than that being offered by banks.

Councilman Wadsworth offered a resolution, seconded for adoption by Councilwoman Rowsam as follows:

Resolution 152 of 2022: NYCLASS Investment

Whereas, New York General Municipal Law, Article 5-G, Section 119-o (Section 119-o) empowers municipal corporations [defined in Article 5-G, Section 119-n to include school districts, boards of cooperative educational services, counties, cities, towns and villages, and districts] to enter into, amend, cancel, and terminate agreements for the performance among themselves (or one for the other) of their respective functions, powers, and duties on a cooperative or contract basis;

Whereas the Town of Denmark wishes to invest portions of its available investment funds in cooperation with other corporations and/or districts pursuant to the NYCLASS Municipal Cooperation Agreement Amended and Restated as of March 28, 2019;

Whereas the Town of Denmark wishes to satisfy the safety and liquidity needs of their funds;

Now, therefore, it is hereby resolved as follows:

That Scott Doyle, Supervisor of the Town of Denmark is hereby authorized to participate in the NYCLASS program under the terms of the NYCLASS Municipal Cooperation Agreement Amended and Restated as of March 8, 2019.

Roll call vote recorded as follows:

Councilman Wadsworth	Aye	
Councilman Fazio	Aye	
Councilman Jones	Absent	
Councilwoman Rowsam	Aye	
Supervisor Doyle	Aye	Resolutioin 152 of 2022 adopted 11.09.2022

Old business:

Supervisor Doyle has forwarded information to BR Johnson about some issues with the newly installed upper-level exterior electric doors. He is still waiting on information about the Court office door & secondary exit for Court Clerk's office.

Supervisor Doyle reported that he had discussed the ARPA employee / official bonus idea with Lewis County. They did not give any bonus to elected officials.

Minutes of 11.09.2022

Prepared by Town Clerk Prudence L. Greene

Supervisor Doyle advised that he will not be attending the December 2022 regular monthly meeting and that Councilman / Deputy Supervisor Wadsworth will run that meeting.

Discussion was held on the 2023 organizational meeting. Supervisor Doyle made a motion that the 2023 organizational meeting of the Town of Denmark Town Board be held on Monday, January 16, 2023. His motion was seconded for adoption by Councilman Wadsworth.

Vote recorded as 4 ayes, 0 noes, 1 absent.

Supervisor Doyle also offered that he will be reappointing Councilman Wadsworth as Deputy Supervisor for 2023.

Councilman Wadsworth made a motion to adjourn the meeting, seconded by Councilman Fazio.

Vote recorded as 4 ayes, 0 noes, 1 absent.

Meeting adjourned at 7:05pm.

Prudence L. Greene

Town of Denmark Town Clerk