

A monthly meeting of the Town of Denmark Town Board held on December 19, 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

Additionally, in attendance:

Jay Steiner  
Cindy Doyle  
Jim Der – Deputy Supt.  
Deb Der

Deputy Clerk Susan Kirch-Corey  
Patrick Mahar – Supt. of Highways

Councilman Wadsworth opened the Town Board meeting at 6:00pm. Those in attendance recited the Pledge of Allegiance.

Councilman Wadsworth made an announcement to the room that Supervisor Doyle had asked him to run tonight's meeting on his behalf, Supervisor Doyle explained why.

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

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

Councilman Fazio made a motion, seconded by Supervisor Doyle to approve the Meeting Minutes of November 9, 2022, monthly meeting, as presented.

Vote recorded as 5 ayes, 0 noes.

Councilwoman Rowsam made a motion, seconded by Supervisor Doyle to approve the Special Meeting Minutes of November 16, 2022, as presented.

Vote recorded as 5 ayes, 0 noes.

Councilman Fazio made a motion, seconded by Councilman Jones to approve tonight's Agenda.

Vote recorded as 5 ayes, 0 noes.

At 6:03 pm by Councilman Wadsworth announced the floor to be opened for public privilege.

**Floor Opened to Public Privilege:**

Mr. Carter made an inquiry of funds being returned to Town of Denmark that were paid to Copenhagen Fire Department in 2022, being in amount he approximates to be an excess of \$30,000.

Supervisor Doyle explained that \$7,560 was returned through Village of Copenhagen. That money was equally distributed to the three contracted fire departments now covering areas in Denmark that C.F.D. had been contracted to cover for the remainder of 2022.

Mr. Carter commended Supt. Mahar for additional work he did through the two-year covid period. Mr. Carter has concerns about Supt. Mahar not being appropriately compensated for his additional work, wondering if Supt. Mahar would be compensated in some way with ARPA funds.

Supervisor Doyle explained he was at first a proponent of exactly that but would be difficult. Supervisor Doyle found after checking with County Treasurer and County Manager, most of the "retention bonuses" were paid to Lewis County Hospital employees. No elected officials had been compensated with ARPA funds. Supervisor Doyle added that elected and non-elected officials, other than the Town Board members, are receiving the same pay increase that the union employees are getting. This was not the case in the past.

At 6:10 pm Councilman Wadsworth asked if there were any other questions or concerns from the floor. No further comments.

**Supervisor's Report:**

Councilman Wadsworth asked if everyone had received copies of the Town Financials, as prepared by North Country CPAs and if there were any questions. No questions.

Supervisor Doyle inserted he would like to move into the selection of Dog Control Officer; announcing there being two applicants interested in the Dog Control Officer contract. Supervisor Doyle and board members having reviewed both applications, one applicant has no experience; the other does have experience. Supervisor Doyle introduced Mr. Steiner as an interested and qualified applicant, inviting him to tonight's meeting to introduce himself to board members. Mr. Steiner gave a brief history of his qualifications, and background. Discussion held. Mr. Steiner wanting to be transparent offered that his wife works for NYS Ag and Markets, the same department involved in payments for animals in shelters. Discussion held. Board members are not concerned with any impropriety as the onus would not be on the Town.

Councilman Jones made a motion, seconded by Councilwoman Rowsam to appoint Mr. Steiner as the new Dog Control Officer. Supervisor Doyle will contact current DCO Nick Astafan, establishing a relationship with Mr. Steiner, for a smooth transition.

Vote recorded as 5 ayes, 0 noes.

Supervisor Doyle informed that he & Mayor Souva have attended meetings with Fire Chiefs protecting district 223. Concern raised about Rutland F.D. having ten (10) dual tone pagers. County Car 600 has a dual tone pager. When there is a call, County Car 600 in turn asks Jefferson County to activate Rutland pagers, alerting all members. The department is expecting to increase their roster to forty-two (42) members. With the addition of 20-new dual-pagers, the department would still not have enough for each member. Discussion held. Denmark could cover the purchase of ten (10) new dual-band pagers at a cost of \$3,645.00 by utilizing ARPA funds. Supervisor Doyle did not know what village officials had agreed to cover, but that a request has been issued.

Councilwoman Rowsam offered that the Copenhagen F.D. assets would be frozen, according to the Comptroller.

Councilwoman Rowsam inquired if there has been any for consideration for the return of Copenhagen F.D. assets? Such as a letter of request. Discussion held.

Councilwoman Rowsam inquired who would claim ownership of the new pagers. Supervisor Doyle explained that they would belong to Rutland F.D., expressing the Town will not lay any claim to them, all board members agreed.

Mr. Carter offered, being at the most recent Village of Copenhagen meeting. Adding that five or six members of the Rutland F.D. were present to introduce themselves. After the meeting were seen in the village familiarizing themselves. Mr. Carter added that Rutland F.D. would like to see Copenhagen F.D. equipment back.

Supervisor Doyle and Councilman Jones will complete the required audit for Justice Kiernan before January's meeting.

Additionally, items from Supervisor Doyle

Councilman Wadsworth passed out a spreadsheet showing the current valuation for towns in Lewis County. Supervisor Doyle informed he received the valuations during his attendance of the Assessor's meeting last week. Supervisor Doyle will ask Assessor Vargulick to attend next month's meeting to discuss a re-valuation. Expressing he does not want to see residential get to 86%.

LEWIS COUNTY																	
MKT AREA	SWIS	MUNI	2023 TREND BY MAJOR TYPE (July 1, 2021 - June 30, 2022)			2022 TREND BY MAJOR TYPE (July 1, 2020 - June 30, 2021)			2021 TREND BY MAJOR TYPE (July 1, 2019 - June 30, 2020)			2020 TREND BY MAJOR TYPE (July 1, 2018 - June 30, 2019)			2019 TREND BY MAJOR TYPE (July 1, 2017 - June 30, 2018)		
			A	B	C	A	B	C	A	B	C	A	B	C	A	B	C
256	232000	Croghan	12%	8%	7%	6%	0%	6%	0%	0%	2%	0%	2%	5%	6%	0%	2%
255	232200	Denmark	14%	8%	7%	7%	1%	8%	-5%	0%	4%	4%	2%	6%	4%	0%	2%
256	232400	Diana	12%	8%	7%	6%	0%	5%	0%	0%	0%	0%	2%	3%	6%	0%	2%
256	232600	Greig	12%	8%	10%	6%	3%	10%	0%	0%	0%	0%	1%	1%	6%	-2%	3%
255	232800	Harrisburg	14%	7%	7%	7%	0%	7%	-5%	0%	3%	4%	2%	6%	4%	0%	2%
255	233200	Lewis	14%	7%	7%	7%	0%	5%	-5%	0%	1%	4%	2%	4%	4%	0%	2%
255	233400	Leyden	14%	7%	7%	7%	0%	7%	-5%	0%	3%	4%	2%	6%	4%	0%	2%
255	233600	Lowville	14%	8%	7%	7%	0%	8%	-5%	0%	4%	4%	2%	7%	4%	0%	2%
256	233800	Lyonsdale	12%	6%	10%	6%	3%	10%	0%	0%	0%	0%	3%	1%	6%	0%	3%
255	234000	Martinsburg	14%	8%	7%	7%	1%	7%	-5%	0%	3%	4%	1%	6%	4%	0%	2%
255	234200	Montague (CAP 239903)	14%	7%	7%	7%	0%	5%	-5%	0%	0%	4%	2%	3%	4%	0%	2%
256	234400	New Bremen	12%	7%	7%	6%	1%	7%	0%	0%	2%	0%	2%	5%	6%	0%	2%
255	234600	Osceola (CAP 239903)	14%	7%	7%	7%	0%	5%	-5%	0%	0%	4%	2%	3%	4%	0%	2%
255	234800	Pinckney	14%	7%	7%	7%	0%	6%	-5%	0%	1%	4%	2%	4%	4%	0%	2%
255	235000	Turin	14%	8%	7%	7%	0%	7%	-5%	0%	3%	4%	2%	6%	4%	0%	2%
256	235200	Watson	12%	5%	10%	6%	3%	10%	0%	0%	0%	0%	2%	1%	6%	-1%	3%
255	235400	West Turin	14%	7%	7%	7%	0%	6%	-5%	0%	2%	4%	2%	5%	4%	0%	2%

- A: Residential
- B: Commercial (including farms)
- C: Vacant Farm

Supervisor Doyle advised receiving ten boilerplates from Association of Towns for investing town funds with only board approval. Supervisor Doyle would like to have Mr. Burrows develop a policy that would meet approval with NYS Comptroller law. After discussing with Town Accountant Scott Lawrence, for the time being the investing strategy would be keeping \$100,000 in each of the funding lines – GF, DA and DB. Supervisor Doyle further explained that with each account having a funding threshold of \$100,000 any time the balances fall below the threshold, such as paying abstracts. NYCLASS would replace the funds used, allowing the Town time to make the transfer of funds back to NYCLASS without being that of urgent nature.

Supervisor Doyle spoke about the new ‘Pay Portal,’ explaining this was not something the Town sought; this Pay Portal is what North Country CPAs are using.

Supt. Mahar advised he has employees that he must be able to access their pay-portal to print check stubs and W-2s for them. They don’t have a computer or smart phone, nor do they want them.

Supt. Mahar advised he had already spoken with North Country CPAs; they are okay with him doing that.

Supervisor Doyle advised Supt. Mahar sat in on a meeting on his behalf about the Lighting project. Supt. Mahar informed that the lighting for the parking lot would be \$7,100, which the Village of Copenhagen will pay, and Town of Denmark will be responsible to repay. Supervisor Doyle directed that once the bill is received from the village it would be paid with ARPA funds.

**Dog Control Office:**

DCO Astafan submitted his November report of activity. No questions.

**Zoning & Planning:**

Kevin Gaines submitted a report from the December 6<sup>th</sup> Planning Board meeting. No questions.

Report of the November zoning applications issued through the Town Clerk’s office. No questions.

**Town Clerk Report:**

Deputy Sue Kirch-Corey asked if there were any questions of the Clerk’s Report submitted for November. No questions.

Town Zoning Law Section 1025 Revision – tabled until January 2023.

**Supt. of Highways & Special Districts:**

Supt. Mahar gave a brief update of his department’s activities.

A new/used truck box has been painted and installed, is working well.

Supt. Mahar advised he has not heard back from Pella Wood about the chipping.

**Old Business:**

Supervisor Doyle updated on the status of the Court Office doors. Wrong color had been ordered and had to be reordered.

Supt. Mahar addressed the 2 bollards at the well head, saying they will be dressed in the spring.

Supervisor Doyle advised that he have an update for Fourth Coast in the next few weeks.

**Resolutions:**

Councilman Wadsworth announced the resolutions will be under a single slate. Asking if everyone has had opportunity to review and if there are any questions about any of the resolutions as proposed.

Supervisor Doyle asked about the cell phones.

Councilman Jones inquired if the contract for Lewis County Search and Rescue was received. Deputy Sue Kirch-Corey responded yes and is in the resolution.

Councilwoman Rowsam asked if we need to amend the phone resolution. Discussion held. Supervisor Doyle and Councilman Wadsworth both responded that resolution in question was no longer necessary and is being stricken from the resolution slate.

No further questions.

Supervisor Doyle made a motion, seconded by Councilman Fazio to approve all proposed resolutions with the removal of the stricken resolution.

**Budget matters:**

Resolution 154 of 2022: Budget Transfer line A1410.12

The Town of Denmark Town Board hereby authorizes the following budget transfer to balance a line that has been overspent:

From	To Budget Code	Amount to transfer
Unexpended fund balance	A1410.12 -Salary line for Deputy Clerk	5,400.00

Resolution 155 of 2022: Budget transfer for ARPA

The Town of Denmark Town Board does hereby authorize the following budget adjustments:

Increase Budget Code	Increase Budget Code	Amount
Revenue Code A4089 - General Fund Federal Aid, other	Expenditure Code A5132.41 Garage Contractual - ARPA	\$32,426.05

Resolution 156 of 2022: Rutland Fire District purchase of radios

The Town of Denmark Town Board does hereby direct that a check be issued to the Rutland Fire District, PO box 626, Black River, NY 13612 in the amount of \$3,645.00 utilizing ARPA funds and budget code SF3410.4 for the purchase of 10 Unication G1 Pagers and chargers for use by the members of that department and further directs the following budget transfer of funds:

Increase Budget Code	Increase Budget Code	Amount
Expenditure Code A9901 – General Fund Interfund transfer	Revenue Code A4089 - General Fund Federal Aid, other	\$3,645.00
Revenue Code SF5031 - Fire Protection Fund Interfund transfer	Expenditure Code SF3410.44- Fire Protection Contractual – Fire (ARPA)	\$3,645.00

Resolution 157 of 2022: Budget line correction

The Town of Denmark Town Board hereby authorizes the transfer of \$1,100.00 from budget line A1010.42 to A1010.12 to correctly identify those funds as a payroll expense to pay the website administrator for the Town of Denmark website in the adopted 2022 Town of Denmark Budget.

Resolution 158 of 2022: Budget line correction

The Town of Denmark Town Board hereby authorizes the transfer of \$1,100.00 from budget line A1010.42 to A1010.12 to correctly identify those funds as a payroll expense to pay the website administrator for the Town of Denmark website in the adopted 2023 Town of Denmark Budget.

**Monthly Abstracts**

Resolution 159 of 2022: General Fund Abstract December 19, 2022

The Town of Denmark Town Board approves payments of General Fund Abstract #662 dated December 19, 2022, paid-prior claims # 245 and 246 totaling \$12,532.06, new claims # 247 - 270 totaling \$10,252.16, all claims totaling \$22,781.42

Resolution 160 of 2022: Water District 1 Abstract December 19, 2022

The Town of Denmark Town Board approves payments of Water District Abstract #87, dated December 19, 2022, claim # 17 totaling \$ 25.75

Resolution 161 of 2022: Highway Abstract December 19, 2022

The Town of Denmark Town Board approves payments Highway Department, Abstract #704, dated December 19, 2022, paid-prior claims # 193 totaling \$28,095.00, new claims # 194 - 209 totaling \$15,443.14, all claims totaling \$43,538.14

**Justice Court matters:**

Resolution 162 of 2022: Retention of cell phone by Justice Kiernan

The Town of Denmark Town Board hereby resolves that Justice Thomas Kiernan be allowed to retain his Verizon flip phone so long as the service for that phone is removed from the Town of Denmark account and transferred to a private account by December 31, 2022, when Justice Kiernan vacates office.

Resolution 163 of 2022: Bank Accounts for Justice Hancock and Justice Lumley

The Town of Denmark Town Board does hereby authorize newly elected Justice Jason Hancock and newly elected Justice Jeffrey Lumley to each establish their own checking accounts at Community Bank, N.A.

**STRICKEN (not approved) 12/19/2022 SKC**

Resolution \_\_\_\_ of 2022: Cell phones for Town Justices

The Town of Denmark Town Board does hereby authorize Justice Jason Hancock and Justice Jeffrey Lumley to be added to the Town of Denmark Verizon cell phone plan, that both Justices be provided with Verizon smart phones and further directs that the expense for those phones and the subsequent phone bills be paid from budget code A1110.41

**Resolutions for 2023:**

Resolution 164 of 2022: DCO Contract for 2023

The Town of Denmark Town Board does hereby enter into a contract for Dog Control with Jay Robert Steiner , effective 01/01/2023 – 12/31/2023 as follows:

TOWN OF DENMARK  
AGREEMENT FOR DOG CONTROL OFFICER SERVICES BY INDEPENDENT CONTRACTOR

This Agreement is made the \_\_\_\_ day of \_\_\_\_\_, 2023 between the Town of Denmark (hereinafter referred to as "Town"), a municipal corporation under the laws of the State of New York with Offices at 3707 Roberts Road, Carthage, New York 13619 and \_\_\_\_\_ (hereinafter referred to as "Independent Contractor") who resides at \_\_\_\_\_

1. APPOINTMENT AS DOG CONTROL OFFICER:

Town wishes to appoint Independent Contractor to the position of Dog Control Officer in and for the Town of Denmark pursuant to all of the terms and conditions of this Agreement as well as all pertinent State and Town laws, rules, and regulations.

2. TERM

The term of this Agreement shall commence on January 1, 2023 and shall continue for a period of one (1) year, unless amended or terminated earlier as provided for herein. This contract can be amended or terminated by either party upon giving a thirty (30) day written notice to the other party. The Town Board retains the right, at any time, to terminate this Agreement if, in its sole judgment and discretion, it determines that the duties set forth herein are not being adequately met.

3. DUTIES

Independent Contractor shall carry out all of those duties for a dog control officer within the Town of Denmark as provided for in Article 7 of the Agriculture and Markets Law of the State of New York and the Dog Control Law of the Town of Denmark.

4. COMPENSATION

Town shall pay Independent Contractor the sum of four hundred dollars and 00/100 (\$400.00) per month. Town shall also reimburse Independent Contractor for reasonable and necessary mileage at the Federal rate per mile established for 2023 and approved for travel in his personal vehicle which is reasonable and necessary in connection with his performance of the duties of Dog Control Officer. Independent Contractor shall submit a voucher to Town for compensation and travel reimbursement on a form approved by Town.

5. RECORDS

Independent Contractor shall provide a complete copy of all records, reports, and other supporting documents, summarizing all activities taken by Independent Contractor to the Town Board within thirty (30) days of the end of each calendar month. These records, reports, and other supporting documents shall be filed and maintained with the Town Clerk. This filing and maintenance of the aforementioned documents is for the sole purpose of complying with the requirements of New York law, and shall not be for the purpose of monitoring, or exercising control over, Independent Contractor.

6. INDEPENDENT CONTRACTOR

The relationship between Independent Contractor and the Town shall be that of an independent contractor. Independent Contractor will set his own hours and determine in his sound discretion the best manner, place and time to meet his duties as dog control officer. Town will issue a 1099 form to Independent Contractor annually and Independent Contractor will be responsible for the reporting and payment of any taxes.

7. HOLD HARMLESS

Independent Contractor shall defend, indemnify and hold the Town of Denmark, its officers, and employees harmless including reimbursement for reasonable attorneys' fees from any and all loss, claims, costs or expenses arising out of any claim of liability for injuries to person, or damages to property, sustained by any person or entity by reason of Independent Contractor's operation, use, occupation, or performing services at the subject property, or by or resulting from any act or omission of Independent Contractor or any of its officers, agents, employees, guests, patrons or invitees. Coverage under the liability insurance of the types and amounts specified in this Agreement and naming the Town of Denmark as an additional named insured shall be sufficient for purposes of meeting Independent Contractor's obligations under this paragraph.

8. INSURANCE

a. Independent Contractor agrees to furnish and maintain during the term of this agreement general liability insurance. Independent Contractor's policy of liability insurance shall name the Town of Denmark as a certificate holder and as an Additional named Insured without restriction to vicarious liability issues only. Independent Contractor shall provide the Town of Denmark with copies of its declaration pages for the policy or policies, for the duration of this Agreement, and those declarations must be delivered to the Town Clerk of Denmark prior to Independent Contractor's commencement of any activities under this Agreement.

b. Independent Contractor shall procure and maintain Workers' Compensation insurance and Disability insurance in accordance with the laws of the State of New York. This insurance shall cover all persons who are employees of Independent Contractor under the laws of the State of New York and remain in full force and effect.

9. VENUE AND APPLICABLE LAW

a. The Town and Independent Contractor agree that the venue of any legal action arising from a claimed breach of this Agreement is in the Supreme Court, in and for the County of Lewis.

b. This Agreement shall be construed in accordance with the Laws of the State of New York.

10. SAVINGS CLAUSE

The Parties agree that to the extent any term, condition, or provision of this Agreement is found to be invalid, for any reason, the remainder of this Agreement shall, to the maximum extent possible, remain in full force and effect for the contract term or for any extension thereof.

11. ENTIRE AGREEMENT

This Agreement represents the entire Agreement between the Parties in connection with the referenced subject matter, and each Party acknowledges that there are no promises, agreements, or understandings, either oral or written, expressed or implied, which are not set forth in this Agreement. Each Party further agrees that no change to the terms of this Agreement shall be binding unless such change is in writing and signed by both Parties.

In Witness Whereof, we have signed our names on the dates set forth hereafter.

THE TOWN OF DENMARK

By: \_\_\_\_\_  
 Scott Doyle, Supervisor  
 Date: \_\_\_\_\_ Date: \_\_\_\_\_

Resolution 165 of 2022: Adoption of salary schedule for 2023  
 The Town of Denmark Town Board does hereby adopt the following as the salary schedule for 2023:

<b>Bi-Weekly Payroll</b>				
<b>Position and Name</b>	<b>Budget Code</b>	<b>Annual Salary</b>	<b>Frequency</b>	<b>Gross Amount per pay period (26)</b>
Town Clerk / Tax Collector Prudence Greene	A1410.11	\$33,440.00	Bi-Weekly	\$1,286.15
Highway Supt. Patrick Mahar	A5010.1	\$55,385.00	Bi-Weekly	\$2,130.19
Assessor William Vargulick	A1355.1	\$20,400.00	Bi-Weekly	\$769.23
<b>Appointed Position and Name</b>				
<b>Appointed Position and Name</b>	<b>Budget Code</b>	<b>Annual Salary</b>	<b>Frequency</b>	<b>Gross Amount per pay period (26)</b>
Court Clerk Prudence L. Greene	A1110.13	\$8,500.00	Bi-Weekly	\$326.92
Deputy Clerk Sue Kirch-Corey	A1410.12	\$18.00 Per Hour	Bi-Weekly	<i>Will be reported</i>
Custodian Sandy Wadsworth	A5132.1	\$21.00 Per Hour	Bi-Weekly	<i>Will be reported</i>
<b>Monthly Payroll</b>				
<b>Position and Name</b>	<b>Budget Code</b>	<b>Annual Salary</b>	<b>Frequency</b>	<b>Gross Amount per pay period (12)</b>
Town Supervisor Scott Doyle	A1220.1	\$18,000.00	Monthly	\$1500.00 <i>Salary Declined</i>
Councilman Fred Wadsworth	A1010.1	\$2,240.00	Monthly	\$186.67
Councilman Frank Fazio Jr	A1010.1	\$2,240.00	Monthly	\$186.67

Councilman Peter Jones	A1010.1	\$2,240.00	Monthly	\$186.67
Councilman Darlene Rowsam	A1010.1	\$2,240.00	Monthly	\$186.67
Town Justice Jason Hancock	A1110.11	\$10,395.00	Monthly	\$866.25
Town Justice Jeffrey Lumley	A1110.11	\$10,395.00	Monthly	\$866.25
Deputy Court Clerk Rachael B. Vary	A1110.14	\$8,500.00	Monthly	\$708.33
Dog Control	A3510.1	\$4,800.00	Monthly	\$400.00
ZEO Kevin Gaines	B8010.1	\$22.50/ per hour	Monthly	<b>*Will be reported</b>
Planning Board Chair Kevin Gaines	B8020.1	\$900.00	Monthly	\$75.00
Planning Member Patrick Mahar	B8020.1	\$640.00	Monthly	\$53.33
Planning Member John Williams	B8020.1	\$640.00	Monthly	\$53.33
Planning Member Debra Der	B8020.1	\$640.00	Monthly	\$53.33
Planning Member Mary M. Jones	B8020.1	\$640.00	Monthly	\$53.33
Planning Member Kevin Sullivan	B8020.1	\$640.00	Monthly	\$53.33
Planning Member Vacancy	B8020.1	\$640.00	Monthly	\$53.33
Planning Secretary Amanda Clarke	B8020.1	\$640.00 + \$14.20 per hour	Monthly	\$53.33 + <b>*reported hours at \$14.20 per</b>
<b>Quarterly Payroll</b>				
<b>Appointed Position and Name</b>	<b>Budget Code</b>	<b>Annual Salary</b>	<b>Frequency</b>	<b>Gross Amount per pay period</b>
Court Bailiff Joseph E. Greene	A1110.12	\$ 3,419.00	Quarterly	\$854.75
Deputy Court Bailiff	A1110.12	Will be reported		
Water Clerk Prudence Greene	SW1 8310.12	\$ 1,280.00	Quarterly	\$320.00
Supt of Water Patrick Mahar	SW1 8310.11	\$ 1,550.00	Quarterly	\$387.50
Web Admin Prudence Greene	A1010.12	\$ 1,100.00	Quarterly	\$275.00
Registrar Prudence Greene	B4020.11	\$ 420.00	Quarterly	\$104.00
Deputy Registrar Sue Kirch -Corey	B4020.12	\$ 110.00	Quarterly	\$ 27.50
<b>Teamster Contract Article 24: WAGES AND HOURS – effective 01/01/2023</b>				
Working Supervisor \$23.31 per hour	M.E.O. \$22.51 per hour	Probationary \$21.45 per hour		
Temporary Highway Employee holding a CDL \$20.00/Hour to be paid bi weekly from DA 5130.1 Temporary Highway Employee Non - CDL \$18.00/Hour to be paid bi weekly from DA 5130.1				
<b>Annual Payroll to be paid 1 time in December</b>				
<b>Appointed Position and Name</b>	<b>Budget Code</b>	<b>Annual Salary</b>	<b>Frequency</b>	<b>Gross Amount per pay period</b>
Board of Assessment Review Chair Debra Der	A3610.1	\$422.00	Annually	\$422.00



Member Board of Assessment Review John Astafan	A3610.1	\$134.00	Annually	\$134.00
Member Board of Assessment Review Jamie Haggett	A3610.1	\$134.00	Annually	\$134.00
Zoning Board of Appeals Chair Charles Haggett	B8010.1	\$250.00	Annually	\$250.00
Zoning Board of Appeals Member	B8010.1	\$100.00	Annually	\$105.00
Zoning Board of Appeals Member Fred Smith	B8010.1	\$100.00	Annually	\$105.00
Zoning Board of Appeals Member Glen Sarnowski	B8010.1	\$100.00	Annually	\$105.00
Zoning Board of Appeals Member – Andrew Moser	B8010.1	\$100.00	Annually	\$105.00

Resolution 166 of 2022: Appointments for 2023

The Town of Denmark Town Board does hereby make the following appoints for 2023:

Name	Position	Term
Fred Wadsworth	Deputy Supervisor	01/01/2023 – 12/31/2023
Prudence L. Greene	Court Clerk	01/01/2023 – 12/31/2023
Rachel Vary	Court Clerk	01/01/2023 – 12/31/2023
Joseph Greene	Court Bailiff	01/01/2023 – 12/31/2023
Debra Der	Planning Board member	01/01/2023 – 12/31/2029
	Dog Control Officer	01/01/2023 – 12/31/2023
North Country CPA's	Town Accountants	01/01/2023 – 12/31/2023
Atty. James Burrows of Kendall, Walton & Burrows	Town Attorney	01/01/2023 – 12/31/2023

Resolution 172 of 2022: Designation of official newspapers

The Town of Denmark Town Board hereby name the Lewis County Journal & Republican and/or the Watertown Daily Times as the official newspapers for the Town of Denmark effective 01/01/2023.

Resolution 167 of 2022: Mileage reimbursement

The Town of Denmark Town Board hereby authorizes the town to adopt Federal Milage Reimbursement Rate of \$.625/mile for travel conducted doing Town of Denmark business effective 01/01/2023.

Resolution 168 of 2022: Blanket Undertaking for Town Officials

The Town of Denmark Town Board hereby directs that the Town of Denmark approves a blanket undertaking bond covering all Town Officers as required by Section 25 of the Town Law; and further resolve that, Supervisor Doyle, Deputy Supervisor Wadsworth, Town Justices Jason Hancock and Jeffrey Lumley, Town Clerk Prudence Greene and Deputy Clerk Susan Kirch-Corey are specifically covered under Blanket Undertaking, as required by Public Officers Section 11(2).

Resolution 169 of 2022: Dishonored check fee

The Town of Denmark Town Board hereby authorizes Town Clerk Prudence Greene to charge a \$25.00 fee for all dishonored checks paid to the Town of Denmark effective 01/01/2023

Resolution 170 of 2022: 2023 Contract LCSR

The Town of Denmark Town Board does hereby authorize Supervisor Scott Doyle to sign the 2023 Ambulance Service Contract in the amount of \$8,746.77

## AMBULANCE SERVICE CONTRACT

**THIS AGREEMENT**, made as of January 1st, 2023, by and between the Lewis County Search and Rescue, Inc., a New York State not-for-profit corporation with its principal place of business in Lowville, New York, hereinafter referred to as “**LCSR**” part of the first part, and the **Town of Denmark** a municipal corporation situated with the County of Lewis, State of New York, hereinafter referred to as “**the Town**” or “**Town,**” party of the second part,

**WHEREAS** it is the intention of each such **Town** to contract for provided ambulance services for its residents pursuant to Section 119-0 of the General Municipal Law; and

**WHEREAS LCSR** is a New York State licensed ambulance service capable of providing ambulance services to said **Town** and the residents thereof; and

**WHEREAS** it is the intention of the **Town** to contract with **LCSR** for ambulance services to be rendered to said **Town** and the residents thereof; and

**WHEREAS** such **Town** desires to enter into a contract with **LCSR** to provide the services desired.

**NOW THEREFORE**, it is hereby agreed between the parties hereto as follows:

- 1. TERM** - This agreement shall be effective as of the first day of January 2023 and continue through December 31, 2023 unless earlier terminated by any party hereto.
- 2. RENEWAL** - On the assumption that this agreement will be continued in the subsequent year, the parties hereto agree that in the event that they do not intend to renew this contract for calendar year 2024 and such party so electing shall give notice to the other parties hereto no later than October 1 of said contract year of that fact.
- 3. SUBSEQUENT CONTRACT** - In the event that **LCSR** will not or cannot continue the services provided under this Agreement in the following year, **LCSR** agrees to provide the contracting **Town** written notice of its unwillingness or ability to renew this contract on or before September 1 of said contract year so as to permit the **Town** to make alternative arrangements for the provision of ambulance services to its residents.

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- 4. PAYMENT** - The **Town** hereby mutually agrees to pay **LCSR** the sum of **EIGHT THOUSAND SEVEN HUNDRED FORTY-SIX DOLLARS AND SEVENTY-SEVEN CENTS (\$8,746.77)** for a term of one year and for compensation for the promise of the provision of ambulance services to said **Town** for calendar year 2023.
- a. This sum shall be paid as follows:
    - i. The **Town** shall pay 55% of its annual obligation under this contract on or before the 28<sup>th</sup> of February 2023.
    - ii. The **Town** shall pay the remainder of its annual obligation under this contract in three (3) equal increments of 15% on or before the 28th day of April, July, and October of the contract year under this agreement.
    - iii. The **Town** prorated obligation under this contract and the payment schedule is defined in Exhibit B hereto.
    - iv. **LCSR** reserves the right to refuse services to the **Town** which defaults on any payment as defined above.
- 5. PATIENT BILLING** – **LCSR** reserves the right to bill individual patients and insurance companies for any and all ambulance services provided. The fees for services provided to individual patients by **LCSR** are defined in Exhibit A of this agreement.
- 6. SERVICES** –
- a. **Vehicles:** **LCSR** shall provide at least two (2) New York State licensed ambulances properly equipped to render the required ambulance services. Said ambulances and equipment therein shall conform to the laws, rules and regulations as promulgated by the State of New York and more particularly the Department of Public Health, or any comparable regulator.
  - b. **Communications:** Each such ambulance will be equipped with two-way communications for the purpose of dispatch and coordination with medical authorities.
  - c. **Personnel:** **LCSR** shall assure the presence of at least one (1) New York State certified Emergency Medical Technician on each such ambulance and such other such personnel as are necessary to respond to the situation presented.

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- d. Logging and Statistics. For each service call made by **LCSR** during the term of this contract, there shall be completed a “Pre-Hospital Care Report” in the format provided by the New York State Department of Health; one (1) copy which will be provided to the regional EMS program agency and one copy which will be retained by **LCSR**. Subject to the rules of New York State Department of Health in connection with patient Confidentiality, the **Town** may **LCSR**’s expenses in providing the services herein contracted for.
7. **INSURANCE** - **LCSR** shall purchase and maintain liability insurance with the following limits:
- a. Single limit vehicular bodily injury and property damage liability in the amount of One Million Dollars (\$1,000,000.00) with an umbrella coverage of an additional One Million Dollars (\$1,000,000.00).
  - b. Comprehensive general liability coverage for bodily injury and property damage in the amount of Five Hundred Thousand Dollars (\$500,000.00) and.
  - c. **LCSR** shall, upon request, provide evidence of such insurance coverage to each participating **Town**.
8. **INDEMNIFICATION** - **LCSR** shall indemnify and hold harmless the contracting **Town** from any and all liability with respect to the provision of ambulance services by **LCSR** pursuant to the terms of this agreement.
9. **SUBSEQUENT LEGISLATIVE ACTION** - In the event of the enactment of subsequent legislation by the Federal Government or the Government of New York State which affects the provision of the services anticipated by this Agreement, **LCSR** agrees to comply with any such additional requirements without additional expense to the **Town**.
10. **LCSR FEES FOR AMBULANCE SERVICES** –
- a. The rate to be charged by **LCSR** for services to individual patients is determined by the **LCSR** board of directors. The rates shown at Exhibit A hereto are the rates in effect on the date of commencement of this Agreement. **LCSR** may modify these rates at any time pursuant to insurance guidelines.

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**11. AUDIT AND BUDGET INFORMATION** – LCSR will provide the **Town** a copy of its annual audit upon request to be used for the **Town's** planning and budgeting purposes.

**12. LCSR COMPLIANCE WITH SECTIONS 103a and 103b OF THE GENERAL MUNICIPAL LAW** - LCSR agrees to comply with the provisions of Sections 103a and 103b of the General Municipal Law.

**13. EXECUTION OF AGREEMENT**

In Witness Whereof, the parties hereto have hereunto set their hands and seals on the date first mentioned above:

**LEWIS COUNTY SEARCH AND RESCUE**

**TOWN OF DENMARK**

BY: \_\_\_\_\_  
President, LCSR

BY: \_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

## AMBULANCE SERVICE CONTRACT

### EXHIBIT "A"

#### 2023 AMBULANCE SERVICE FEES

BASIC LIFE SUPPORT PICK UP CHARGE	\$488.00
BASIC LIFE SUPPORT TREAT AND RELEASE	\$93.00
ADVANCED LIFE SUPPORT PICK UP CHARGE (ALS 1)	\$781.00
ADVANCED LIFE SUPPORT TREAT AND RELEASE	\$184.00
ADVANCED LIFE SUPPORT PICK UP CHARGE (ALS2)	\$978.00
SPECIALTY CARE TRANSPORT	\$1789.00
MILEAGE CHARGE PER LOADED MILE	\$17.00
MUTUAL AID (PARAMEDIC INTERCEPT)	\$534.00
BLS STAND-BY FEE	\$300/\$50
ALS STAND-BY FEE	\$400/\$50

*Town of Denmark*

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#### **Capital Reserve for cemeteries:**

Resolution 171 of 2022: Establishing a Capital Reserve Fund to finance a "Type" of Capital Improvement:

WHEREAS, the Town Board of the Town of Denmark is vested with the authority and responsibility to plan for the construction, reconstruction, and/or improvements of its cemeteries and potential repairs to the same; and

WHEREAS, the Town Board of the Town of Denmark is vested with the authority and responsibility to manage and control the finances of the Town and plan for the payment of such Projects; and

WHEREAS, Town Board considers establishing a "Type" of Capital Reserve Fund to accomplish these legitimate public objectives; and

WHEREAS, the Town Board is prepared to proceed.

NOW, THEREFORE, BE IT RESOLVED, that:

1. Pursuant to NY General Municipal Law 56-c and 56-d a "Type" Capital Reserve Fund to be known as the "Cemetery Improvements and Repair Reserve Fund" to finance certain public projects including the construction, reconstruction, and/or improvements, and along with repairs to cemeteries, shall be established.
2. The purpose of this reserve fund is to accumulate monies to finance the cost of a "Type" of Capital Improvement, as specified above.
3. The Town Supervisor, as Chief Fiscal Officer, is hereby authorized and directed to deposit and secure the monies of this reserve fund in the manner as provided by NY General Municipal Law 510 and which may be invested in the manner provided by NY General Municipal Law 51 1 and consistent with the investment policy of the Town of Denmark.
4. Any interest earned, or capital gains realized. on all monies deposited or invested in this Cemetery Improvements and Repair Reserve Fund shall accrue to and become a part of the Cemetery Improvements and Repair Reserve Fund.
5. The Chief Fiscal Officer shall account for the Reserve Fund in a manner which maintains a separate identity of the Cemetery Improvements and Repair Reserve Fund and shows the date and the amount of each sum paid into the fund, interest earned by the Fund, Capital Gains or losses resulting from investments of the Fund, the amount and date of each withdrawal from the fund and the total assets of the Fund, showing cash balances and a schedule of investments and shall, at the end of each fiscal year, render to the Town Board, with the assistance of the Town's Accountant, a detailed report of the operation and condition of the Cemetery Improvements and Repair Reserve Fund.
6. Except as otherwise provided by law, expenditures from the Cemetery Improvements and Repair Reserve Fund shall be made only for the purpose for which this Fund is established. No expenditures shall be made from this Reserve Fund without the approval of the Town Board and such additional actions or proceedings as may be required by NY General Municipal Law 56c including a permissive referendum if required by NY General Municipal Law 56-c(4) and as the same may be amended from time to time.
7. The Town Supervisor, Town Clerk, and Town Accountant are authorized to take such steps as necessary to accomplish the objectives of this Resolution.
8. This Resolution shall take effect immediately.

**Roll call vote:**

<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>

Councilwoman Rowsam advised seeing a grant that may be of interest for the town, found through the Tug Hill Times. The grant is for updating of Records Retention. Councilwoman Rowsam will research to see if there is a need for it and if it will be beneficial for the town.

Mr. Carter inquired; how does the all-electric vehicles play into the town's highway department vehicles? Supervisor Doyle responded that he is planning to get together with Supt. Mahar to look at hydrogen powered engines.

Supervisor Doyle made a motion, seconded by Councilman Jones to adjourn the meeting.  
Vote recorded as 5 ayes, 0 noes.

Meeting adjourned at 6:52pm

Susan Kirch-Corey  
Town of Denmark Deputy Town Clerk