

LIBERTY ELECTRIC PRODUCTS

PROM: Edward Jordan DATE: 1/17/2023

EMAIL: TOTAL NO. OF PAGES INCLUDING COVER:

supervisordoyle@townofdenmarkny.org 1

PHONE NUMBER: Q#36504

RE: CC:

Sidewalk Snow Melt - 24v System

□URGENT	☑ FOR REVIEW	□ PLEASE COMMENT	□ PLEASE REPLY	□ PLEASE RECYCLE

Scott,

TO:

COMPANY:

Scott Doyle

Town of Denmark

I am pleased to offer the below quote. Thank you for this opportunity.

Qty	P/N#	Pricing
	Heating Elements	
145	EP-30-25W-24V Vinyl SnowMelt - Roof (37.6 W/ft)	
	Power Supplies	
N/A	EPI-LX-R-1000,240/24V,50/60hz Power Supply w/ Regulator	
N/A	EPI-LX-R-1500,240/24V,50/60 Power Supply w/ Regulator	D.
	Controls	
1	EPI-LX-TH Non-Programmable Thermostat (24V, Air	
	Temperature Sensor)	
90	3-Conductor Signal Wire 20AWG	
	Terminal Blocks & Enclosures	
N/A	T-Block (14 to 4AWG)	į.
	Connectors & Sealant Tape	
10	Packs C&T-10 (10 Connectors w/ 15" Tape)	
	Extension Wires	
270	TCu12-Black Stranded Tinned Copper Wire 12AWG	
270	TCu12-Red Stranded Tinned Copper Wire 12AWG	
	Securement Tape & Floor Sensor	
1	PET-TAPE-10 Securement Tape - Roll	
	The state of the s	

1	EPI-LX-SEN Floor Temperature Sensor (For Use w/ EPI-LX-TH/THPR)	4
	Additional Components	
4	EPI ELEC 2500w-48v	
	NOTES: - Plus Freight - Any Applicable Taxes not included	
	TOTAL	\$9,790.00/LOT
	OPTIONAL ADDERS	
1	Eaton SPD1 Surge Protection Device, 120-600Vac, 50kA Control Panel point of use: 200A	\$259.00 each
1	HIOKI IR4056-20 Digital Insulation Tester: 50/125/250/500/1000v Vide Link: https://www.youtube.com/watch?v=hy6eSTIDehM	\$359.00 each

Notes:

1) This quotation is based on Liberty Electric Products interpretation of the information provided and is subject to customer confirmation upon receipt of order.

2) Liberty Electric Products assumes that the purchaser has determined product suitability for their requirement.

Freight:

Plus Freight

Lead Time:

Validity:

30-days

_	441011	522W@10.9A-48vdc 27ft lead	#10	T2	14'6"	522W@10.9A-48vdc 27ft lead	* 5
3	14'6"	522W@10.9A-48vdc 27ft lead	#9	12	14'6"	522W@10.9A-48vdc 27ft lead	#
3	14"6"	522W@10.9A-48vdc 27ft lead	#8	=======================================	14'6"	522W@10.9A-48vdc 27ft lead	#3
4	14'6"	522W@10.9A-48vdc 27ft lead	#7		14'6"	522W@10.9A-48vdc 27ft lead	#2
14	14'6"	522W@10.9A-48vdc 27ft lead	#6		14'6"	522W@10.9A-48vdc 27ft lead	#1

230020 - Liberty Electric Products - Denmark



Acct #								
TOWN OF DEN	MARK					2/10/2023		
3707 ROBERTS	S RD				PO# :			
CARTHAGE, N	Y 13619					23-00905		
Description: GARAG	E NO HEAT REPAIR			. cc	ONTACT:			
Service Journeyman REG	Rate \$105.00	Date	Hours 2		=		Total \$210.00 \$0.00 \$0.00	
Journeyman OT	\$145.00							
LABOR TOTAL			2	\$0.00			\$210.00	
MATERIALS TRUCK CHARGE	PUMP MOTOR SHIPPING	\$1,168.00 \$100.00 \$75.00		1		\$75.00		\$1,168.00 \$100.00 \$75.00
	TOTAL MATERIA TOTAL TRUCK CI TOTAL LABOR CO TOTAL	HARGE			1 30	\$1,268.00 \$75.00 \$210.00 \$1,553.00		9
è	TAX 8%				EXEMPT			
	TOTAL PROJECT	COST:						\$1,553.00
	QUOTED BY	: Nichole Ruggle	i.		DATE:	10-Feb		\$1,553.00
	ACCEPTED BY				DATE:			

1 PART N

2 Section 1. Section 575-b of the real property tax law is amended by

- 3 adding a new subdivision 1-a to read as follows:
- 4 1-a. Notwithstanding any provision of law to the contrary, the solar
- 5 or wind energy system appraisal model authorized by this section shall
- 6 be identified, formulated, adopted, published, and updated periodically
- 7 in the manner provided in this section without regard to the provisions
- 8 of article two of the state administrative procedure act.
- § 2. Subparagraph (viii) of paragraph (b) of subdivision 2 of section
- 10 102 of the state administrative procedure act, as amended by chapter 74
- 11 of the laws of 1987, is amended to read as follows:
- 12 (viii) appraisal models, discount rates, state equalization rates,
- 13 class ratios, special equalization rates and special equalization ratios
- 14 established pursuant to the real property tax law;
- 15 § 3. No assessing unit that failed to use the appraisal model pursu-
- 16 ant to section 575-b of the real property tax law in 2022 shall be held
- 17 liable for failing to use such model in 2022. Within fifteen days from
- 18 the effective date of this act, the commissioner of taxation and finance
- 19 may readopt the 2022 appraisal model or models and discount rates for
- 20 use in 2023, without additional consultation with the New York state
- 21 energy research and development authority or the New York state asses-
- 22 sors association, and without soliciting or considering additional
- 23 public comments.
- 24 § 4. This act shall take effect immediately and shall be deemed to
- 25 have been in full force and effect on and after the effective date of
- 26 part X of chapter 59 of the laws of 2021.

Jay R. Steiner

Town of Denmark

Animal Control Officer

315-523-1230

OFFICE OF DOG CONTROL

Town of Denmark 3707 Roberts Road Carthage, NY 13619

Activity Report

February 2023

1. Caller Name: Kaylyn Hammond Phone # 315-222-6177 Time 1:30 pm

Date: January 28, 2023 Location; St Rt 410 Castorland

Action Taken: Picked up a black Lab Mix running in the road. Taken to the

The Lewis County Humane Society. Untagged dog at large violation code 117.1a.

Dog was later claimed by owner and picked at the LCHS

Dog Information: Male black lab mix, color black with a few white patches.

Mileage: 32.1 miles

2. Caller Name: Tiffany Fouts Phone # (716)-997-9701 Time 4:00 pm

Date: January 30, 2023 Location; 2976 Catarac St. Copenhagen

Action Taken: Picked up a black Collie Mix running in the road. No tags or ID. Tiffany (non-owner) put the dog on Facebook looking for the owner. I picked up the dog and was traveling to the Lewis County Humane Society when the owner called me. I stopped in Lowville and met the owner and turned the dog back over to Kody Petrus. Dog's name Jack. Dog is licensed.

Dog Information: Male black Collie Mix, black/white.

Mileage; 36.2 miles

Account#	Account Description	Fee Description	Qty	Local Share
A1255	Town Clerk's Fees	Bounced check fee	1	25.00
		misc	2	0.50
			Sub-Total:	\$25.50
A1601	Marriage License	Marriage License Fee	1	17.50
41601	Registrar Fees	Registrar	3	30.00
			Sub-Total:	\$47.50
A2544	Dog Licenses	Dog Monies	3	30.00
12044	Dog Licensing	Female, Spayed	2	18.00
	Dog Licensing	Female, Unspayed	3	51.00
		Male, Neutered	4	36.00
		Male, Unneutered	2	34.00
			Sub-Total:	\$169.00
A2770	A health insurance contribution	A health insurance contribution	1	22,348.56
			Sub-Total:	\$22,348.56
B1603	Registrar	Copies	1	10.00
			Sub-Total:	\$10.00
SW1-2140	Metered Sales	Useage Fee	1	145.73
			Sub-Total:	\$145.73
SW1-2144	EDU Charge	EDU	2.5	287.50
			Sub-Total:	\$287.50
SW1-2148	Penalties	late fee	3	17.51
			Sub-Total:	\$17.51
÷.		Total Local Sh	ares Remitted:	\$23,051.30
Amount paid to:	NYS Ag. & Markets for spay/neuter program	1		21.00
Amount paid to:	State Health Dept. For Mariage Licenses			22.50
Total State, Coun		Total Non-Loc	. B	\$43.50

To the Supervisor:

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

* The money shown to A2770 is C. Jones health insurance for 2023 and was turned over Supervisor Doyle on 1/9/2023.

212123						-	
Date	Qty	Taxes collected	Interest paid	Penalty paid	Daily total collected	Total overall collections	
1/3/23	14	16,056.14	0.00	0.00	16,056.14	16,056.14	
1/4/23	35	47,464.97	0.00	0.00	47,464.97	63,521.11	
1/5/23	23	26,945.14	0.00	0.00	26,945.14	90,466.25	
1/9/23	131	158,300.64	0.00	0.00	158,300.64	248,766.89	
1/10/23	14	16,444.20	0.00	0.00	16,444.20	265,211.09	
1/11/23	66	61,261.96	0.00	0.00	61,261.96	326,473.05	
1/12/23	38	77,681.96	0.00	0.00	77,681.96	404,155.01	
1/17/23	83	115,677.00	0.00	0.00	115,677.00	519,832.01	
1/18/23	35	44,112.16	0.00	0.00	44,112.16	563,944.17	
1/19/23	48	59,904.29	0.00	0.00	59,904.29	623,848.46	
1/23/23	186	263,850.82	0.93	0.00	263,851.75	887,700.21	
1/24/23	34	46,282.43	0.00	0.00	46,282.43	933,982.64	
1/25/23	59	72,314.75	0.00	0.00	72,314.75	1,006,297.39	
1/26/23	51	69,394.83	0.00	0.00	69,394.83	1,075,692.22	
1/30/23	298	561,448.52	0.11	0.00	561,448.63	1,637,140.85	
1/31/23	113	170,705.87	0.00	0.00	170,705.87	1,807,846.72	
01.23	1,228	1,807,845.68	1.04	0.00	1,807,846.72	1,807,846.72	
Totals:	1,228	1,807,845.68	1.04	0.00	1,807,846.72	1,807,846.72	

Check number	Date	Name	Amount	reason
1585	1/9/23	Denmark	90,466.25	Week 1
1586	1/16/23	Denmark	413.02	Water Dist 1
1587	1/16/23	Denmark	313,275.74	Week 2
1588	1/23/23	Denmark	219,693.45	Week 3
1591	1/31/23	Denmark	151,000.00	Fire protection
1592	1/31/23	Denmark	3,190.33	ag conversion penalty
1593	1/31/23	Denmark	349,723.56	Final tax for town
			1,127,762.35	

Pudence L. Treene 2/2/2023

FEBRUARY				
Voucher #	Vendor	Account	Amount	Purchase
17	17 Cheny Tire	DA-5130.41	\$ 685.44	.4 Tires 2014
18	18 Triple Cites	DA-5130.41	\$ 114.05	5 LED light, Ovex mirror
15	19 Fastenal	DA-5130.41	\$ 383.53	3 Various nuts and bolts
20	20 Gillee's Auto	DA-5130.41	\$ 693.31	various parts see attached
21	21 Metal Man Services	DA-5130.41	\$ 108.50	0 SS Brackets for bar light
22	22 Nikitich & Sons LLC	DA-5130.41	\$ 59.97	77 Hose and 2 fittings
23	23 McQuade & Bannigan	DA-5130.41	\$ 7.50	fire extinguisher decals
27	24 First Bank of Omaha	DA-5140.4		1.25 fmcsa D&A Query
25	25 American Rock Salt	DA-5142.4		9,132.46 Treated salt
26	26 Cargill	DA-5142.4	\$ 8,031.45	45 Rock salt
2.	27 Christman Fuels	DA-5142.4	\$ 15,721.58	58 Gas & Diesel
28	28 Chemung Supply	DA-5142.4	\$ 2,252.96	
25	29 Farney's Inc	DA-5142.4	\$ 142.41	11 Mail boxes(4) blade set hose mender&nozzlebattery
36	30 Unifirst	DA-5142.4	\$ 335.09	39 Rags & Uniforms
3.	31 Lyndaker Excavating	DA-5142.4		Sand
3.	32 Lewis County	DA-5110.41	\$ 36.71	71 Cold Patch
3.	32 Lewis County	DA-5110.42	\$ 38.64	54 2 signs
. C	33 AARauctions	DA-5130.2	\$ 54,600.00	00 2020 f-350 truck
Total			\$ 92,344.85	88



River Area Council of Governments

www.racog.org

Municipal Management Consultant Monthly Announcements

February 2023

Next RACOG Meeting May 24, 2023 at 6pm – TBD

NYS Tug Hill Commission 50th Anniversary – Poster Contest (https://tughill.org/about/50th-anniversary-poster-contest/), Video Testimonies, Tug Hill Roaster Coffee

Local Government Conference 2023 - https://tughill.org/lgc2023/

RACOG Economic Visioning Summit - The economic visioning summit will be on April 27, 2023 at the Howard G, Technical Center in Glenfield, NY. The culinary class will be doing the lunches for attendees. An agenda and registration link will be available soon.

Adirondack Foothills Cycling Club Tug Hill Summer Events - The Adirondack Foothills Cycling Club will hold the Tour de Lewis and the North Winds Gravel Classic in 2023, both of which include portions of Tug Hill. The Tour de Lewis, held May 28, 2023, is a noncompetitive ride through Lewis County's Adirondack Park, Black River Valley, and Tug Hill Plateau. The North Winds Gravel Classic, held on July 16, 2023, is a timed event set in the remote wilderness of Tug Hill.

RACOG UPDATES

- University at Albany Policy Research Center April Roggio would like to come out to the economic visioning summit in April and do a short discussion group with RACOG at the May board meeting.
- **Digital Radar Signs** The group has gotten four quotes. I have reached out to Safe Kids Worldwide to see if they still have a grant program. They have funded digital radar signs in the past. We haven't had much luck finding any grant programs for state or federal to cover them.
- **Promotional Video** CGI gave us a first draft and provided a final draft. There were no changes suggested in the final draft, so they are in the process of the getting the final video links completed.
- RACOG Economic Visioning Summit The steering committee met on January 12, 2023. The notes from that meeting have been shared with the RACOG board. We are looking at having a meeting on February 9th or 10th. The summit is scheduled for April 27, 2023 at the Jefferson Lewis BOCES Howard G. Technical Center in Glenfield, NY.
- Fort Drum Interns Christopher Barboza started on February 2[,] 2023. Kristle Hinola will be starting on March 24, 2023.
- Associate Circuit Rider The RACOG board approved contracting out for an associate circuit rider to help with meeting coverage. It is a contracted-out position.
- LED Lighting We are now approaching the closeout of the LGE grant from NYS DOS. Also, communities who had submitted for a NYPA Smart City Technology grant, can use those funds to basically help buy down their project, instead of doing cameras, etc.

- Deferiet Solar/BOA Update NYSERDA will be at Deferiet's next meeting and Sarah Bullock will be giving an update on the BOA.
- Wilna/Carthage Comprehensive Plan Matt Johnson from the NYS Tug Hill Commission recently presented to the village of Carthage board and will be presenting to the Wilna board at their next board meeting.
- Economic Resiliency and Recovery Plan The towns of Champion, Wilna, and villages of Carthage and West Carthage recently undertook a economic resiliency and recovery plan with the MRB Group. The results of that plan should be coming out soon.
- Community Choice Aggregation Lewis County is still looking for interested communities to take part in the Community Choice Aggregation. They have open not only to their municipalities, but also from other municipalities in neighboring counties that might be interested.

TRAININGS/WORKSHOPS

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

NYClass Webinar Recording: NYCLASS strives to offer high-quality professional management of public funds through the prudent selection of short-term investments designed to optimize safety and provide for daily liquidity while generating competitive rates of return. Click Here, RACOG discussed this at their board meeting. www.newyorkclass.org NYClass

Knowledge Transfer Webinar: February 28, 2023 - 6:00 PM to 7:00 PM, In this webinar, we will share examples of the impact of when knowledge transfer goals were not met, examples of ways to prevent too much knowledge loss, and will discuss completing a Position Knowledge Inventory. Register Here, Syracuse Environmental Finance Center

Agrivoltaics Workshops: January 5 - February 16, 2023, Webinars, Preserving Agriculture in the Face of Growing Solar Development

https://cornell.zoom.us/webinar/register/WN DhMXU8AdQMiDXaUHIGLQ6w

Overview of Agrivoltaics

https://cornell.zoom.us/webinar/register/WN QGh1dNcvSmyMxXqQUJGq-A

Planning with Agrivoltaics in Mind

https://cornell.zoom.us/webinar/register/WN sJSi5hJDRWClsIX8HcmMiA Series Q&A

https://cornell.zoom.us/webinar/register/WN vmDosB5eTEeSxZR3y EHZg Cornell Cooperative Extension, New York State and Pennsylvania Farm Bureau, Penn State

GRANTS/ASSISTANCE

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

NYSDEC Launches Green Purchasing Communities Program: The program provides an easy to administer green procurement program for local governments and provides the community with recognition for implementing it. It's free and all local governments in New York State are eligible to participate. webinar link, NYS Department of Environmental Conservation

Assistance to Firefighters Grants: The Fiscal Year 2022 Assistance to Firefighters Grant (AFG) application period is now open. Helpful documents, including the notice of funding opportunity and application checklist, are posted at FY 2022 Assistance to Firefighters Grant (AFG) Application Guidance Materials | FEMA.gov , FEMA, Deadline: February 10, 2023

Mickey Dietrich ● RACOG Municipal Management Consultant ● Tug Hill Commission ● 317 Washington St. Watertown, NY 13601

(315) 785-2380 • mickey@tughill.org

High Hazard Dam Rehab Grants: NYS Department of Environmental Conservation (DEC) recently announced the High Hazard Dam Rehabilitation grant program. DEC will accept applications to provide assistance (up to \$100,000) for technical, planning, design, and other pre-construction activities related to the repair, replacement, reconstruction, or removal activities associated with rehabilitation of an eligible high hazard potential dam.

https://grantsgateway.ny.gov/intelligrants NYSGG/module/nysgg/goportal.aspx?NavItem1=4&ngoID =5002226, NYS Department of Environmental Conservation, Deadline: February 10, 2023

2023-2024 Records Management Grant - New York State Archives has announced that the guidelines for the 2023-2024 Local Government Records Management Improvement Fund (LGRMIF) grant cycle have been released in advance of the application portal and are available now. http://www.archives.nysed.gov/grants/lgrmif-grants, New York State Archives, Deadline: NYSDS Account – February 23, 2023 Deadline: Application – March 1, 2023

Great Lakes Watershed Small Grants- The Great Lakes Basin Small Grants program is now accepting applications for project proposals up to \$50,000. https://small-grants-program-ccegeomaps.hub.arcgis.com/, New York Sea Grant, NYS Department of Environmental Conservation, Deadline: March 1, 2023

FAST NY Shovel-Ready Grant Program: Under the FAST NY Shovel-Ready Grant Program, Empire State Development will provide up to \$200 million in grants to prepare and develop sites to jumpstart New York's shovel-readiness and increase its attractiveness to large employers, including high-tech manufacturing, particularly semiconductor manufacturing, interstate distribution and logistics businesses. https://esd.ny.gov/fast-ny, Empire State Development



Contract Agreement and Acceptance for: DENMARK TOWN OF 3707 ROBERTS ROAD CARTHAGE, NY 13619

SC10650-02



Contract Agreement and Acceptance

For DENMARK TOWN OF Contract SC10650-02 starting 2023-03-01

Comprehensive Service Contract Terms and Conditions

- 1. Advanced Business Systems, Inc. ("ABS") is hereby authorized to perform mechanical service, maintenance and adjustments to the devices listed on this Agreement ("Agreement"); for the named Customer ("Customer").
- 2. This Agreement shall be effective (A) upon approval by ABS of the mechanical and operational condition of the equipment, and (B) upon acceptance of this Agreement by the duly authorized representatives of ABS, and (C) upon acceptance of this Agreement by the Customer by signature on Agreement document and/or payment of the contract invoice. The Agreement will bill according to the usage, overage, and anniversary cycles defined by the Agreement.
- 3. This Agreement is effective on 2023-03-01 and will remain in effect perpetually, unless otherwise terminated.
- 4. Agreement charges are payable according to the terms listed on the Agreement. If payment is not received within 20 days of the contract start date, ABS will mark the contract as pending and calls will be billable until the Agreement is paid for. The contract will be automatically cancelled if no payment is received within 60 days of the contract start date. ABS reserves the right to cancel this Agreement with a 10-day written notice. If Customer wishes to cancel this Agreement, ABS will refund a portion of the unused covered page Agreement according to included chart.

Unused Portion of Agreement	Percentage of Agreement Refunded
12-9 Months until Agreement anniversary date	Full refund of the unused portion of Agreement
8-6 Months until Agreement anniversary date	75% refund of the unused portion of Agreement
5-3 Months until Agreement anniversary date	50% refund of the unused portion of Agreement
2-0 Months until Agreement anniversary date	No refund will be given

- 5. Overage charges may apply, depending on contract terms, when volume exceeds amount listed on the Agreement, at the rate listed on the Agreement.
- 6. ABS shall review the applicable Agreement rates, covered equipment, covered pages, and volumes with Customer annually if adjustments need to be made. Customer may request additional Agreement reviews if needed.
- 7. Customer shall be responsible for all sales tax, use tax or other taxes and fees charged relative to this agreement. Customer agrees to reimburse ABS for all amounts paid or payable by ABS in discharge of the foregoing taxes. Customer is responsible for all applicable freight charges that apply.
- 8. ABS reserves the right to charge an additional fee for digital images ("scans") produced exceeding one third of the printed page volume, at a rate equal to one third of the monochrome rate.
- 9. The following services are not included or covered under this Agreement, and any services rendered for such causes shall be billable: (A) preparation for relocation of equipment, actual relocation or installation of relocated equipment, or (B) installation or removal of accessories or attachments, or (C) installation of any consumable item including but not limited to paper, toner, staples, or any other consumable item referred to in the equipment operator's manual, or (D) repairs made necessary by but not limited to: 1) service or alterations performed by personnel other than from ABS, 2) electrical conditions external to the equipment that are inadequate or out of manufacturers specifications or not protected by an approved surge protector, 3) Customer's failure to provide and maintain an operating environment that is clean and/or within temperature and humidity specifications, 4) failure of Customer to operate the equipment in accordance with the instructions contained in the operator's manual, 5) accidents, neglect, misuse, abuse, electrical power, power surges, strikes, theft, riot, vandalism, fire or flood, 6) operator inefficiency or misuse as determined solely by ABS, including, but not limited to improper changing or loading of paper, toner, or other supplies or peripheral attachments, 7) connectivity problems associated with the Customer's network and/or computers and not directly related to a problem with the equipment, 8) problems due to hardware or software not listed on this Agreement.



Contract Agreement and Acceptance

For DENMARK TOWN OF Contract SC10650-02 starting 2023-03-01

- 10. Guaranteed next day and emergency same day toner delivery, within 8 business hours, are available. Same day toner delivery shall incur a charge of \$50. Customer will be responsible for guaranteed next day toner shipment freight costs.
- 11. This Agreement is not transferable without the written permission of ABS, which will not be unreasonably withheld or delayed.
- 12. ABS reserves the right to increase contracted rates on an annual basis after the first 12-month period of this Agreement.
- 13. ABS reserves the right to increase or cancel this Agreement, or separately bill Customer, if deemed necessary based on, but not limited to:
 - Excessive use of included supplies (based on industry standard of 5% coverage)
 - Excessive service calls deemed non-contractual as specified in Section 9 of this Agreement
 - · Age of equipment.
- 14. ABS will not be liable for delays or inability to service caused directly or indirectly by strikes, accidents, climate conditions, parts availability, unsafe travel conditions, or other reasons beyond our control.
- 15. All supplies provided by ABS under this Agreement are property of ABS. Upon the termination of this Agreement, all unused supplies must be returned or will be billed to the Customer. ABS reserves the right to charge additional freight or shipping fees associated with shipping of supplies to the Customer.
- 16. ABS shall not be responsible for incidental or consequential damage including, but not limited to, lost profits or damages arising out of the use of this equipment.
- 17. ABS and the Customer are and shall be independent contractors to one another, and nothing herein shall be deemed to cause this Agreement to create an agency, partnership, or joint venture between the parties. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the Customer and either ABS or any employee or agent of ABS.
- 18. Each party will keep confidential any financial, statistical, business, technical, copyrighted or confidential or proprietary information of the other party which may be submitted by one party or other (including the price paid for the product and/or services, any discounts, any special payment terms and any negotiated terms), and each party agrees to keep such information confidential by using the same care and discretion that it uses with similar confidential and proprietary information of its own and will instruct its personnel to do so as well.
- 19. This Agreement correlates to the Bronze Service Level Agreement, "SLA". By signing this agreement, you are also acknowledging the responsibilities laid out in this SLA. Details of this SLA can be found at the following link:

 , , ,		
I have viewed the CLA at the link abo	OVO	
I have viewed the SLA at the link about	ove.	

https://abstech.com/subpages/bronze.pdf



Contract Agreement and Acceptance

For DENMARK TOWN OF Contract SC10650-02 starting 2023-03-01

Included Equipment, Service Rates and Other Charges

MFC-L6900DW	Serial Number	Location		Install Dat	te	
Number EQ11461	U64209G1N670940			2022-02-2	24	
vice Rate Groups						
B\W #1				0.0177	Oversee Ovele:	Annually
Included Equipment	Covered Pages:	20,000	Overage Rate:	0.0173	Overage Cycle:	Arridally
	1	Agreement	Billing Summar	У		
Hence/Overage W	324.00 Annually beginning ill bill Annually unless noted	d in the Service Rat	the contract start date.			
Prices above do no	ot reflect sales tax. Custome	er is responsible for	any applicable taxes in a	ddition to the	stated prices.	
Prices above do no Invoices will be ser	ot reflect sales tax. Custome nt to Prudence Greene at th	er is responsible for ne email address(s):	any applicable taxes in a townclerk@townofdeni	markny.org		
Prices above do no Invoices will be ser A service charge o	ot reflect sales tax. Custome	er is responsible for ne email address(s):	any applicable taxes in a townclerk@townofdeni	markny.org		
Prices above do no Invoices will be ser A service charge o minimum charge o	ot reflect sales tax. Custome nt to Prudence Greene at th f 1.5% per month or 18% p	er is responsible for the email address(s): the annum of the u	any applicable taxes in a townclerk@townofdeni npaid balance will be ad	markny.org ded to past-du	ie accounts. A	
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Town of Denmark

January 25, 2023

Town of Denmark Board,

On January 12, 2023 I contacted Scott Doyle about the louder than normal noise from the wind turbines near my house. I wanted to know how loud they were recorded at as it was horribly loud. The roar could be heard inside of house as well as roaring outside. He told me he contacted Burke, with the wind company, to get the reading and I was suppose to receive the info as well as the board. As of today I have not received anything. On this day I also heard from many town residents who live in many parts of the town about the very loud noise from the turbines. So it wasn't just me.

There a few questions that I don't believe that have ever been addressed. I would like to know who monitors the decibel levels that come from the turbines? Who keeps them in compliance? What happens when they go over the decibel levels they are approved for? It is very obvious that the ones that teeter right at the approved level during recent icing have gone over the approved levels. This has happened many times not just a one time occurrence. Who makes them stay in compliance? Are they fined, warned or any other actions taken? Or do we just trust them that they abide by the town rules established to control noise levels?

Sincerely,

Shari Slmmons

CONTRACTOR

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Alamania.

V......

KENDALL, WALTON & BURROWS

Attornevs-at-Law

120 Washington Street, Suite 500A

Watertown, NY 13601 Phone: 315-753-8080

Fax: 315-753-8090 www.kwbattorneys.com

Service of Papers by Email or Fax is Not Authorized

January 23, 2023



Town of Denmark ATTN: TOWN BOARD 3707 Roberts Road Carthage, NY 13619

RE: Volunteer Firefighters/Ambulance Workers

Real Property Tax Exemption KWB File #: 41439.0000

Dear Supervisor Doyle and Town Board Members:

New York State recently amended Real Property Tax Law §466-a pertaining to the above-referenced matters. Briefly, municipalities may adopt a Local Law or Resolution to provide volunteer firefighters and volunteer ambulance workers with a real property tax exemption of up to 10% of the assessed value of their residence within the municipality if the applicant resides in the municipality together with additional requirements. For instance, the municipality must establish a minimum service requirement between two (2) years and five (5) years of service to establish eligibility. The Resolution, or Local Law, must become effective prior to the next tax status date and the individual is required to apply for such an exemption prior to the status date.

With a municipality that already provides a measure of exemption from real property taxes, they may continue to do so if the municipality adopts a Local Law or Resolution to conform to the provisions of the new Law with three (3) years.

We enclose a copy of the notice New York State was required to provide to each municipality. Feel free to contact us with any questions you might have in this regard, including assistance with a proposed Resolution or Local Law to proceed, if interested.

Very truly yours,

KENDALL, WALTON & BURROWS

James A. Burrows

/sjw Enclosure



December 15, 2022

Taxing jurisdictions that offer property tax exemptions to volunteer firefighters and ambulance workers must transition to a newly authorized statewide exemption within three years.

As the Chief Executive Officer of a taxing jurisdiction that may be offering a property tax exemption to volunteer firefighters and ambulance workers, you should be aware that recently enacted legislation, Chapter 670 of the Laws of 2022, has changed the applicable law and may require action on the part of your jurisdiction.

Generally speaking, the new law gives municipalities, school districts and fire districts throughout the State the option to provide a property tax exemption of up to 10% to volunteer firefighters and ambulance workers. Any such exemption would be valid only on property used exclusively for residential purposes. If a portion of a volunteer's property is used for other purposes, the exemption would be prorated accordingly. In order to be eligible for this partial exemption, volunteer firefighters and ambulance workers must live in the community served by their volunteer organization and meet a minimum service requirement of between two and five years, as set by the respective taxing jurisdiction. Additionally, at local option, a lifetime exemption may be provided to volunteers with at least 20 years of service as long as they maintain their primary residence in the county they have served. Taxing jurisdictions may also allow unremarried surviving spouses of eligible volunteers to retain the exemption.

The specific terms of the new exemption are set forth in new § 466-a of the Real Property Tax Law as enacted by Chapter 670 of the Laws of 2022, a copy of which is attached for your convenience.

It is important to note that, if your taxing jurisdiction has been offering a similar exemption for volunteer firefighters and ambulance workers under one of the pre-existing statutes (*i.e.*, current RPTL § 466-a through § 466-k), it must adopt a local law, ordinance or resolution to conform to the new Statewide exemption statute no later than December 9, 2025 (*i.e.*, three years from the effective date of Chapter 670; see subdivision 8 of the newly-enacted § 466-a). On that date, all of the "old" exemption statutes will be repealed.

We encourage you to discuss the implications of this new law with your municipal attorney.

Cc: Assessor, County Director of Real Property Tax Services

Enc: Real Property Tax Law § 466-a

RP-466-a-n www.tax.ny.gov

Sandra L. Dunn 3157 Roberts Road Carthage, NY 13619 February 13, 2023

Prudence L. Greene Town of Denmark Town Clerk 3707 Roberts Road Carthage, NY 13619

Dear Prudence L. Greene:

I am writing to express my interest in the position of Town Justice for the Town of Denmark.

Per the requirements provided, I am a resident of the Town of Denmark, over the age of 18, able to be fingerprinted, and complete the mandatory training.

I appreciate your consideration.

Sincerely,

Sandra L. Dunn

(315) 778 – 3431 <u>dunnsandi@gmail.com</u>



COUNTY ATTORNEY OFFICE

Joan E. McNichol

County Attorney
joanmcnichol@lewiscounty.ny.gov

mattgoettel@lewiscounty.ny.gov

Matthew A. Goettel
Assistant County Attorney

P: 315-376-5282 F: 315-376-3857

> Sent via email January 20, 2023

Town/Village Supervisor/Mayor

Re: County Road Damage Local Law Opt-In Draft IMA

Dear Municipal Leader:

Last year the County adopted Local Law No 3-2022 (attached) pertaining to regulating and permitting special events on county roads, trails and/or on any town roads and property where the town or village has opted in to the County local law. In doing so, the County and Town/Village would execute the enclosed IMA wherein the County would reimburse for certain road material costs associated with damage as a result of the permitted motorized recreational activity.

I am contacting you as one of the municipalities who did not opt in to the County's law and proposed IMA to see if there is any interest at this time in your municipality to do so.

Please feel free to reach out to me to discuss further. As indicated above, I have taken the liberty of enclosing those relevant documents for your perusal.

Thank you for you time and Happy New Year.

Very truly yours,

Encs. JEM:hs

Joan E. McNichol

INTER-MUNICIPAL AGREEMENT BETWEEN THE COUNTY OF LEWIS AND TOWN/VILLAGE OF FOR ROAD DAMAGE REIMBURSEMENT CAUSED BY MOTORIZED RECREATIONAL ACTIVITIES

AGREEMENT dated	, 2023, by and between: COUNTY OF
LEWIS, a municipal corporation, with an off	ce at 7660 State Street, Lowville, NY
(herein "County"); and the TOWN/VILLAGE (OF, a municipa
corporation, with an office at	(hereir
"Town/Village").	

RECITALS

WHEREAS, the County of Lewis adopted Local Law No. 3-2022 known as "the Amended Local Law Regulating and Permitting Special Events On County Roads, Trails Or Other County Property and On Any Town Roads And Property Where The Town Has Opted In"; with the purpose of requiring permits for special events in order for the local municipality(s) to be able to anticipate the impacts posed by the event and to coordinate efforts of various departments and other municipalities which may be effected, to take appropriate steps and measures for safety and to avoid or diminish adverse impacts on the municipality's roads, trails and land; and

WHEREAS, for expediency and uniformity, the County seeks to encourage each local municipality to "opt in" to the County Local Law by adopting its terms and by doing so, enter into an Inter Municipal Agreement (IMA) wherein the municipality will be entitled to participate in the County's recently adopted and established Motorized Recreational Road Fund (Resolution No. 134-2022) to be reimbursed for cost of road materials to repair damage on the opted-in municipality's road(s) as a result of permitted motorized recreational activities; and

WHEREAS, this IMA is intended to set forth the terms, procedures and criteria the County will consider in providing reimbursement to an opted-in Town or Village for road materials for repair to a road(s) damaged from permitted motorized events;

NOW, THEREFORE, in consideration of the mutual promises made heretofore and herein, the parties hereby agree as follows:

LEWIS COUNTY MOTORIZED ROAD FUND AND COMMITTEE:

 The County established its LEWIS COUNTY MOTORIZED ROAD FUND COMMITTEE (Road Fund Committee), comprised of the Lewis County Highway Superintendent, Director of Recreation, Forestry and Parks, the County Manager and County Attorney. The Lewis County Board of Legislators reserves its right, in its sole discretion, to modify the number and members of the committee by Resolution.

- 2. The Lewis County Motorized Road Fund is funded with \$200,000.00 from the County General Fund, to be used to reimburse Lewis County Towns and Villages who opt-in to Lewis County Local Law No. 3-2022, and in accordance with the criteria for road material reimbursement hereinafter set forth. The Fund will be replenished from time to time to the \$200,000.00 level from the General Fund.
- 3. The permit fee received from motorized special event and/or recreational activities applications will be recorded by the Director of Recreation, Forestry and Parks, and deposited into the General Fund.

TOWN OR VILLAGE OPT-IN

- 4. The local municipality may opt-in by passing a Resolution to adopt the County Local Law regulating and permitting special events on roads, trails or other municipal property. The local municipality shall forward a certified copy of its Adopted Resolution to the County Attorney.
- 5. If a permitted event is occurring in an opted-in municipality where there may be an impact on the municipality's roads, the municipality must take pictures or video of the condition of the road(s) that may be impacted immediately prior to the event.

COUNTY'S ROAD FUND COMMITTEE ACTIONS AND CRITERIA REQUIREMENTS FROM LOCAL MUNICIPALITY:

- 6. The Lewis County Highway Department will undertake an annual road video assessment of all municipality roads in the Fall (after closure of the Lewis County ATV/OHV Trail system). This video will provide the County with a general assessment of the conditions of the roads in the County.
- 7. The Road Fund Committee will require the following submissions from the municipality seeking road material reimbursement, with this data and documentation used as criteria for consideration in its determination. The Committee reserves its right to amend the criteria requirements from time to time, and if so, will provide the local municipalities with an updated list of the criteria considered and required in rendering a decision on reimbursement requests. Submissions shall be directed to Jackie Mahoney, Director of Recreation, Forestry and Parks:
 - Provide the GPS location of the road(s) where the damage is located.
 - · Provide before and after pictures of the road.
 - Provide copies of any previous maintenance reports pertaining to that area/road. Describe any maintenance undertaken and materials used at that portion of the road over the past 12 months.
 - Describe the type of repair, amount, and type of material intended for the repair.

• If the repair has not yet been undertaken, provide an estimate of the exact materials required*** (***estimates should be based upon cubic yard/tonnage, and payment based upon County Bid Pricing).

Any other data, documentation or detail the Road Fund Committee may

request in order to make a decision.

 Reimbursement shall only be made with submission of actual and accurate receipts.

· Reimbursement requests must be submitted within 45 days of the actual

event in order to be considered.

- All submissions shall be made and directed to Jackie Mahoney, Director of Recreation, Forestry and Parks.
- 8. The County Road Fund Committee will convene after all items and criteria have been submitted, and will render its decision and explanation for same to the municipality's Supervisor and/or Highway Supervisor within a reasonable period of time. The Committee's decision will be final and not subject to appeal.
- 9. Pursuant to General Municipal Law, this Agreement shall be deemed executory only to the extent of funds appropriated by the governing board of the County and available for the purposes of this Agreement. No liability on account of the County shall be incurred for the damage to the municipality's road(s) as a result of this Agreement and the municipality's decision to opt-in to Lewis County Local Law No. 3-2022.

GENERAL PROVISIONS:

- 10. This Agreement contains the entire agreement between the parties pertaining to the subject matter hereof and shall supersede all prior negotiations, understandings or writings between or among the parties.
- 11. No changes, amendments or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by all parties to this Agreement, except for the Committee's criteria used to evaluate reimbursement requests as set forth in paragraph number 7 above.
- 12. By their signatures hereto, each of the undersigned individuals executing this instrument represents and warrants that he or she does so with the consent and the authority on behalf of their respective municipal boards. This Agreement shall inure to the benefit of, and shall be binding upon the parties and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed the date set forth hereinabove.

	COUNTY OF LEWIS
Dated:	
	By: Ryan Piche, County Manager
	TOWN/VILLAGE OF
Dated:	By:
	Dy.

Town of Denmark, New York Comprehensive Investment Policy

I. PURPOSE

This Investment Policy is intended to provide officers and staff of the Town of Denmark with guidance on investing, monitoring, and reporting all monies and other financial resources available for investment by the Town of Denmark on its own behalf or on behalf of any other entity or individual. The Town of Denmark has the ability to amend this Investment Policy upon Resolution of the Town Board, in accordance with New York General Municipal Law.

II. DESIGNATION OF DEPOSITARIES

The banks and trust companies authorized for the deposit of monies by the Town of Denmark up to the following maximum amounts are as follows:

Depository Name	Maximum Amount	Responsible Officer(s)
		Supervisor,
		Deputy Supervisor
		Supervisor,
		Deputy Supervisor

III. COLLATERALIZING OF DEPOSITS

General Municipal Law § 10 requires governing boards to designate one (1) or more banks and/or trust companies for the deposit of public funds. This requirement to designate depositories only applies to bank accounts for operating purposes and does not pertain to certificates of deposit or time deposits. In accordance with the provisions of General Municipal Law § 10, all deposits of the Town of Denmark, including certificates of deposit and special time deposits, in excess of the amount insured under the provisions of the Federal Deposit Insurance Act shall be secured:

- By a pledge of "eligible securities" with an aggregate "market value", as provided by General Municipal Law § 10, equal to the aggregate amount of deposits from the categories designated in Appendix A to this Investment Policy.
- By an eligible "irrevocable letter of credit" issued by a qualified bank other than the bank with the deposits in favor of the government for a term not to exceed

ninety (90) days with an aggregate value equal to one hundred forty percent (140%) of the aggregate amount of deposits and the agreed upon interest, if any. A qualified bank is one whose commercial paper and other unsecured short-term debt obligations are rated in one (1) of the three (3) highest rating categories by at least one nationally recognized statistical rating organization or by a bank that is in compliance with applicable federal minimum risk-based capital requirements.

 By an eligible surety bond payable to the government for an amount at least equal to one hundred percent (100%) of the aggregate amount of deposits and the agreed upon interest, if any, executed by an insurance company authorized to do business in New York States, whose claims-paying ability is rated in the highest rating category by at least two (2) nationally recognized statistical rating organizations.

IV. SAFEKEEPING AND COLLATERALIZATION

Eligible securities used for collateralizing deposits shall be held by the depositary bank or trust company subject to security and custodial agreements.

The security agreement shall provide that eligible securities are being pledged to secure local government deposits together with agreed upon interest, if any, and any costs or expenses arising out of the collection of such deposits upon default. It shall also provide the conditions under which the securities may be sold, presented for payment, substituted or released and the events which will enable the local government to exercise its rights against the pledged securities. In the event that the securities are not registered or inscribed in the name of the local government, such securities shall be delivered in a form suitable for transfer or with an assignment in blank to the Town of Denmark or its custodial bank.

The custodial agreement shall provide that securities held by the bank or trust company or agent of and custodian for the local government, will be kept separate and apart from the general assets of the custodial bank or trust company and will not, in any circumstances, be commingled with or become part of the backing for any other deposit or other liabilities. The agreement should also describe that the custodian shall confirm the receipt, substitution or release of the securities. The agreement shall provide for the frequency of revaluation of eligible securities and for the substitution of securities when a change in the rating of a security may cause ineligibility. Such agreement shall include

all provisions necessary to provide the local government a perfected interest in the securities.

V. PERMITTED INVESTMENTS

As authorized by General Municipal Law § 11, the Town of Denmark authorizes the Town Supervisor to invest monies not required for immediate expenditure for terms not to exceed its projected cash flow needs with the following types of investments:

- Special time deposit accounts in or issued by a bank or trust company authorized to do business in New York State;
- Certificates of deposit in or issued by a bank or trust company authorized to do business in New York State;
- · Obligations of the United States of America;
- Obligations guaranteed by agencies of the Untied States of America where the payment of principal and interest are guaranteed by the United States of America;
- · Obligations of the State of New York;
- Obligations issued pursuant to Local Finance Law §§ 24.00 or 25.00 (with approval of the State Comptroller) by any municipality, school district or district corporation other than the Town of Denmark;
- Obligations of public authorities, public housing authorities, urban renewal agencies and industrial development agencies where the general state statutes governing such entities or whose specific enabling legislation authorizes such investments;
- Certificates of Participation (COP) issued pursuant to General Municipal Law § 109-b;
- Obligations of this local government, but only with any monies in a reserve fund established pursuant to General Municipal Law §§ 6-c, 6-d, 6-e, 6-g, 6-h, 6-j, 6-k, 6-l, 6-m, 6-n.

All investment obligations shall be payable or redeemable at the option of the Town of Denmark within such times as the proceeds will be needed to meet expenditures for purposes for which the monies were provided and, in the case of obligations purchased with the proceeds of bonds or notes, shall be payable or redeemable at the option of the Town of Denmark within two (2) years of the date of purchase.

While money market accounts with a bank or trust company are permissible, there is no authorization for local governments to invest in money market mutual funds or unit investment trusts.

VI. AUTHORIZED FINANCIAL INSTITUTIONS AND DEALERS

The Town of Denmark shall maintain a list of financial institutions and dealers approved for investment purposes and establish appropriate limits to the amount of investments which can be made with each financial institution or dealer. All financial institutions with which the local government conducts business must be credit worthy. Banks shall provide their most recent Consolidated Report of Condition (Call Report) at the request of the Town of Denmark. Security dealers not affiliated with a bank shall be required to be classified as primary reporting dealers affiliated with the New York Federal Reserve bank. The Town Supervisor is responsible for evaluating the financial position and maintaining a listing of proposed depositories, trading partners, and custodians. Such listing shall be evaluated at least annually.

VII. PURCHASE OF INVESTMENTS

The Town of Denmark Supervisor shall be authorized to contract for the purchase of investments in the following ways:

- Directly, including through a repurchase agreement, from an authorized trading partner.
- By participation in a cooperative investment program with another authorized governmental entity pursuant to General Municipal Law Article 5G, where such program meets all requirements set forth in State Comptroller Opinion No. 88-46, and the specific program has been authorized by the governing board.
- By utilizing an ongoing investment program with an authorized trading partner pursuant to a contract authorized by the governing board.
- All purchased obligations, unless registered or inscribed in the name of the local government, shall be purchased through, delivered to, and held in the custody of a bank or trust company. Such obligations shall be purchased, sold or presented for redemption of payment by such bank or trust company only in accordance with prior written authorization from the officer authorized to make the investment. All such transactions shall be confirmed in writing to the Town of Denmark by the bank or trust company. Any obligation held in the custody of a bank or trust company shall be held pursuant to a written custodial agreement as described in General Municipal Law § 10.
- The custodial agreement shall provide that securities held by the bank or trust company, as agent of and custodian for, the local government, shall be kept separate and apart from the general assets of the custodial bank or trust company and will not, in any other circumstances, be comingled with or

become part of the backing for any other deposits or liabilities. The agreement shall describe how the custodian shall confirm the receipt and release of the securities. Such agreement shall include all provisions necessary to provide the local government a perfected interest in the securities.

VIII. REPURCHASE AGREEMENTS

Repurchase agreements are authorized subject to the following restrictions:

- All repurchase agreements must be entered into subject to a Master Repurchase Agreement;
- Trading partners are limited to banks or trust companies authorized to do business in New York State and primary reporting dealers;
- Obligations shall be limited to obligations of the United States of America and obligations guaranteed by agencies of the United States of America;
- No substitution of securities will be allowed. The custodian shall be a party other than the trading partner.

IX. OTHER APPLICABLE STATUTES

A. Electronic or Wire Transfers

General Municipal Law § 5-a expressly authorizes the use of electronic or wire transfers. Whenever an officer of a local government is authorized or directed pursuant to law to disburse or transfer, on behalf of the local government, funds in the custody of the officer, the officer may make the transfer or disbursement by electronic or wire transfer, provided that the governing board of the local government has entered into a written agreement with the bank or trust company in which its funds are deposited. Such written agreement must:

- Prescribe the manner in which electronic or wire transfers shall be accomplished;
- Identify by number and name those accounts from which electronic or wire transfers may be made;
- Identify which officer(s) is/are authorized to order the electronic or wire transfer of funds from those accounts; and
- Implement a security procedure as defined in Uniform Commercial Code § 4-A201.

The bank or trust company processing an electronic or wire transfer must provide written confirmation of each such transaction to the officer ordering such transaction no later than the business day following the day on which the funds are transmitted. Said confirmation shall be kept along with all other financial transaction records for that period. The Town Board of the Town of Denmark is required to adopt a system of internal controls for the documentation and reporting of all electronic or wire transfers or disbursements.

B. Check Images

General Municipal Law § 99-b provides whenever, pursuant to law, a local government, or any of its officers or employees, is required to receive, retain and/or produce for examination or audit a cancelled check or checks drawn on an account of the local government, the local government, officer or employee may, if so authorized by the governing body of the local government, receive, retain and/or produce proper alternative documentation in the form of check images supplied by the payor bank or trust company in lieu of cancelled checks drawn on the accounts of the local government. Such check images shall show both sides of each check and shall be considered the equivalent of original cancelled checks for purposes of record keeping and auditing requirements.

APPENDIX A Schedule of Eligible Securities