

Minutes of 09.18.2023

Prepared by Prudence L. Greene

The Town of Denmark regular monthly meeting was held 09.18.2023 at the Town of Denmark municipal building. The meeting was called to order at 6:00pm by Supervisor Scott Doyle and he then led those in attendance in reciting the pledge of allegiance.

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

Councilmember Fred Wadsworth	present
Councilmember Frank Fazio	present
Councilmember Peter Jones	present
Councilmember Darlene Rowsam	present
Supervisor Scott Doyle	present

Also present were the following:

Town Clerk Prudence Greene (exits at 7:30 pm, reenters at 7:49pm)
Supt. Of Highways Pat Mahar (exits at 7:30pm, does not return)
Dep Supt. Of Highways James Der (exits at 7:30pm, does not return)
Scott Lawrence of North Country CPA's (exits at 6:10pm)
Mickey Dietrich of RACOG (exits at 7:30pm, does not return)
Matt Johnson (exits at 6:30)
Jeff Snyder (exits at 7:30pm, does not return)
Deb Der (enters at 6:17pm, exits at 7:30pm, does not return))
Gary Ashline (exits at 7:30pm, does not return)

Councilman Jones made a motion, seconded by Councilwoman Rowsam to accept the minutes of 08.21.2023 prepared by Town Clerk Prudence Greene. Vote recorded as 5 aye and 0 no.

Councilman Fazio made a motion, seconded by Councilman Wadsworth, to accept the agenda for tonight's meeting. Vote recorded as 5 aye and 0 no.

The meeting opened with a presentation from Scott Lawrence of North Country CPAs. He reviewed financial information with the Town Board and discussed development of the 2024 budgets. The 2% tax cap is still in effect. The maximum to be raised by taxes, while remaining under the current tax cap is \$1,174,995.00. Denmark's share of Workers Compensation as administered by Lewis County and NYS Retirement are both increasing significantly in 2024. Discussion was held on interest being earned on the money invested with NYCLASS, the Town has earned a total of \$38,456.00 in interest so far this year. Mr. Lawrence concluded his presentation and exited the meeting at 6:10pm.

Supervisor's Report: Supervisor Doyle provided the monthly North Country CPA/NYCLASS financial reports to the board members prior to the meeting. Supervisor Doyle spoke to the board about the interest Income earned so far in 2023 - \$38,456.00. He also discussed budget line concerns. Revenue line A1061 - PILOT is overstated by \$11,823.00. We are still waiting for the final PILOT payment for 2023 due from Karcher Estates later this fall. The Karcher Estates PILOT uses a formula based on occupancy. After that money is received and we know the total PILOT revenue for the year a resolution will be drafted to correct the budget line.

Discussion was held on the Town of Rutland Fire 2% Check issued last month. The Rutland Fire District has requested the check be reissued payable to them. Supervisor Doyle has consulted Atty. Burrows and the check should be payable to the actual department as it was originally drafted. Supervisor Doyle will notify the Rutland Fire District.

Matt Johnson of the NYS Tug Hill Commission was in attendance and provided information to the board on the process to develop a Comprehensive Plan for the Town. A 7-9-member committee would be formed with a member or two from the Town Board, Planning Board, Zoning Board of Appeals, and residents of the Town. The goal of the committee would be to develop a multiyear plan for the Town's development and priorities with charts, graphs, maps, desired improvements, and strategies. The Villages of Castorland and Copenhagen can be included in the town plan. If a comprehensive plan is developed and adopted the Town would receive more "points" on grant applications. The process typically takes about one year to develop a plan, hold a public hearing of the plan, refer the plan to the Lewis County Planning Board to solicit their opinion and then it can be adopted. Development of the plan would include brainstorming sessions of the committee, communication with residents seeking their input, and review of existing zoning and planning laws. RACOG / NYS TUG Hill Commission have offered their services at no cost to the town to help develop the plan and would be available to start in the 1st quarter of 2024. Discussion was held. Mr. Johnson exited the meeting at 6:30pm.

Supervisor Doyle advised the Town Board that he would like to schedule a second budget work session.

Councilman Fazio made a motion, seconded by Supervisor Doyle that the Town Board hold a budget work session on 09.25.2023 at 6:00pm. Vote recorded as all ayes.

Supervisor Doyle asked the Town Board to consider the possible adoption of a Local Law to Override the Tax Levy Limit Established in General Municipal Law 3-c if the budget exceeds the tax cap. Discussion was held. A resolution to hold the public hearing is included on the slate of resolutions. A resolution is also on the slate to hold a public hearing for a local law to offer an exemption to volunteer first responders affiliated with a fire company or ambulance crew under Real Property Tax Law 466a. Board members were given a copy of each law for their review and consideration.

Town Clerks Report: Town Clerk Greene provided her report for August 2023 to the Town Board as well as copies of the General Fund, Highway Fund and Water District abstracts prior to the meeting.

She also provided the Town Board with the Zoning Report for August 2023 and Planning Board Minutes from 09.05.2023. Discussion was held on the potential purchase of Adobe Pro software for the Supervisor and Town Clerk. Supt. Mahar asked that he also be allowed to attain the software. The cost is estimated to be \$23.99 per license per month.

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

Resolution 114 of 2023: Adobe Acrobat

BE IT RESOLVED, The Town of Denmark Town Board does hereby authorize the purchase of Acrobat Pro Teams for use by the Town Supervisor, the Supt. Of Highways, and Town Clerk and further directs that the funds to pay for this software be drawn from budget code A5132.4.

Roll call vote recorded as follows:

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

Resolution 114 of 2023 adopted 9.18.2023.

Mickey Dietrich of RACOG was in attendance and he reviewed his monthly report with the Town Board.

The Missing Link Snowmobile Club is applying for a Snowmobile Trails Grant – In – Aid Application for 2023-2024. They have requested the town sign and endorse the application. A resolution for this action is included on the slate of resolutions.

Clerk Greene provided a copy of the Certificate of Liability Insurance for EDF Renewables effective 9/1/2023 – 9/1/2024 that was received and filed in the Clerk’s Office.

Superintendent of Highways & Special Districts Report: Supt. Mahar provided an updated Budget Report and his monthly Voucher Report to the board.

He provided updates on Highway Department activities including replacing culverts on the Ridge Road, hauling sand for winter, and working with area departments. The hydrants in Water District 1 will be flushed in October.

Discussion was held on the contract between the Town and NYS DOT. Supervisor Doyle met with a representative from NYS DOT and they discussed the contract terms and the fact that the most recent contract expired 2 years ago. Discussion was held on the amount of salt to be supplied by NYS DOT to the Town as payment for the use of the garage. Councilwoman Rowsam suggested the Town consider doing a cost analysis to better understand the benefit of providing use by the NYS DOT. Supt. Mahar suggested researching the value of heated garage space. Further discussion was held on the annual salt used and the types used.

Supervisor Doyle also provided the quote from MTL Designs to the NYS DOT for repairs to the garage caused by the NYS DOT in previous years. The state requires 3 estimates, and they will pursue 2 more. The NYS DOT has accepted responsibility for the repair.

Old Business: Discussion was held on the Village of Copenhagen Water Rate to be charged to the Town in 2024. Supervisor Doyle attended the Village of Copenhagen meeting to receive an explanation of how the rate was calculated. Discussion was held about erosion at the Woodbattle well site, and the former water tower on County Route 194, owned by the Village of Copenhagen, that has still not been removed although it is no longer connected to the water system.

Discussion was held on the lights that the town should be receiving through the Street Lighting Project that RACOG helped facilitate. The town is purchasing the lights through the Village of Copenhagen and will receive approximately \$700.00 from the efficiency grant to offset the cost. 3 new lights with poles and 2 replacement

light fixtures are expected. One of new poles and lights will be installed in the lower-level parking area, 2 poles and lights will be installed in the upper parking lot and the 2 remaining light fixtures will replace those already on poles in the upper-level parking area.

Discussion was held on the possible installation of a horse hitch for use by the Amish residents visiting the town offices. A quote was received from Aubin Contracting for \$896.00. Councilman Wadsworth offered to design / build the device instead.

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

Resolution 115 of 2023: Hitching Post for upper-level parking lot

The Town of Denmark Town Board does hereby authorize Councilman Wadsworth to purchase materials for installation of hitching post. Cost not to exceed \$500.00.

Roll call vote recorded as follows:

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

Resolution 115 of 2023 adopted 9.18.2023

New Business: Supervisor Doyle and Councilman Jones met with NYMIR Representative Kevin Townsend on 9/14/2023. Cyber insurance was discussed, and Supervisor Doyle will be working with ABS to complete the questionnaire or survey provided by NYMIR.

The 2024 Exemption Questionnaire from Lewis County Real Property was discussed. No changes are being made to the existing exemptions in 2024. A resolution is included on the slate.

The Town Board was provided with a copy of the proposed Jefferson County Snow and Ice Agreement effective 01.01.2024 – 12.31.2027. The proposed contract is as follows:

AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 20__ between the COUNTY OF JEFFERSON, (hereinafter "County" or "the County") with offices at 195 Arsenal Street, Watertown, New York 13601; and TOWN OF DENMARK, (hereinafter "Town" or "the Town"), with offices at 3707 Roberts Road, Carthage, New York 13619 (The County and the Town are collectively referred to as "the Parties").

WITNESSETH

WHEREAS, the County is in need of manpower, machinery, and equipment in connection with the maintenance, construction, and reconstruction of County Roads and Bridges, and the removal of snow and ice from County Roads and Bridges, and

WHEREAS, the Town has the available manpower, machinery and equipment to meet the County's requirements, and desires to provide same.

NOW, THEREFORE, in consideration of the promises and covenants herein contained, the Parties agree as follows:

SECTION 1. TERM

This Agreement shall commence on January 1, 2023, and shall expire on December 31, 2027.

SECTION 2. CATEGORIES OF SERVICES

As set forth in further detail, infra, and subject to the terms and conditions of this Agreement, the Town hereby agrees to provide the following services to the County:

(A) Sanding/Salting and Snow and Ice Removal.

SECTION 3. ROUTINE ROAD AND BRIDGE MAINTENANCE SERVICES

This Section intentionally left blank.

SECTION 4. DIRECTED ROAD AND BRIDGE MAINTENANCE SERVICES

This Section intentionally left blank.

SECTION 5. CONSTRUCTION AND RECONSTRUCTION PROJECTS

This Section intentionally left blank.

SECTION 6. SANDING AND SNOW AND ICE REMOVAL

The Town, through its Superintendent of Highways, shall sand, salt and remove snow and ice from all County highways within said town, and in nearby towns if so directed, using all labor materials, machinery and equipment necessary to accomplish that task. Such work shall be performed at the initiative of the Town Superintendent of Highways at such times as local

conditions require to keep County roads and bridges in the Town in a reasonably safe condition for use by the traveling public. Such work shall also be performed at the request of the County Superintendent of Highways, or its designee. The Town shall be responsible for directly supervising and controlling the work, subject only to the general supervision of the County Superintendent of Highways. A completed work activity sheet in the form shown as schedule "A" or similar shall be submitted.

SECTION 7. ALL WORK TO BE DONE IN A WORKMANLIKE MANNER, CORRECTING DEFICIENCIES

All work performed by the Town under this Agreement shall be performed in a workmanlike manner, and in compliance with applicable codes, rules, regulations, laws and generally accepted industry standards. It shall be the Town's responsibility to correct, in a timely fashion and at Town's sole expense, any deficiencies in its work, provided such deficiencies are reported to Town in set forth a reasonable period of time for the Town to cure. If Town fails to fully correct such deficiencies within the specified time to cure, the County may correct the work itself or elect to have others perform such corrections, and the County may charge any related cost of such corrections to Town. Notwithstanding the foregoing, the Town shall not be responsible for the expense of correcting deficiencies in its work resulting from circumstances beyond its reasonable control.

SECTION 8. WORK TO BE PERFORMED IN OTHER TOWNS

Notwithstanding any other provision in this Agreement, it is understood and agreed that the Town's first priority for work under this Agreement are the County and Town roads located within the physical boundaries of the Town, and that the Town shall not be required to supply labor, materials, or equipment for work in nearby towns if doing so would significantly and materially impair the Town's ability to service the County and Town Roads and Bridges within its own boundaries.

SECTION 9. SAFETY PRECAUTIONS

(A) If the Town is responsible for direct supervision and control of the work as provided in Sections 3, 4, 5, and 6 of this Agreement, the Town shall provide and employ all safety measures, safety equipment, and safety devices appropriate and necessary for the work.

(B) If the County is responsible for direct supervision and control of the work as provided in Sections 3, 4, 5, and 6 of this Agreement, the County shall ensure that any safety equipment and safety devices appropriate and necessary for the work are employed.

(C) The Town's Superintendent and employees shall comply with all safety standards, codes, regulations, and laws applicable to their activities under this Agreement. Where the County is responsible for providing direct supervision and control of the work as provided in this Agreement, in providing such supervision and control the County and its employees shall comply with all applicable safety standards, codes, regulations, and laws.

(D) Any equipment supplied by the Town under this Agreement shall be in good working order and in a condition safe for operation. Any equipment supplied by the County which is operated by employees of the Town under this Agreement, or which Town employees are assigned to work with under this Agreement, shall be in good working order and in a condition safe for operation.

SECTION 10. TRAFFIC CONTROL

(A) If the Town is responsible for direct supervision and control of the work as provided in Sections 3, 4, 5, and 6 of this Agreement, the Town shall be responsible for supplying, installing and/or maintaining such warning signs, barriers, and other devices and for providing such traffic control personnel as are necessary to protect the traveling public from all hazards relating to the work, including those signs, barriers, warning devices and procedures as specified in applicable laws, codes, regulations and generally accepted industry standards.

(B) If the County is responsible for direct supervision and control of the work as provided in Sections 3, 4, 5, and 6 of this Agreement, the County shall be responsible for supplying, installing and/or maintaining such warning signs, barriers, and other devices and for providing such traffic control personnel as are necessary to protect the traveling public from all hazards relating to the work, including those signs, barriers, warning devices and procedures as specified in applicable laws, codes, regulations and generally accepted industry standards.

SECTION 11. PROTECTION OF PROPERTY

Except for normal wear and tear, Town assumes the risk of and shall be responsible for any loss or damage to County property in the performance of this Agreement and caused, either directly or indirectly, by the negligent, reckless, intentional or other culpable conduct of Town, its officers, employees and agents. Except for normal wear and tear, County assumes the risk of and shall be responsible for any loss or damage to Town property in the performance of this Agreement and caused, either directly or indirectly, by the negligent, reckless, intentional or other culpable conduct of County, its officers, employees and agents.

SECTION 12. PAYMENT FOR SERVICES

- A. Road and Bridge Maintenance Services, Construction and Reconstruction of County Roads
Not Applicable
- B. Sanding, Snow and Ice Removal

Subject to verification as provided in Section 14 "Examination and Audit", infra, the County agrees to reimburse the Town for sanding, salting and snow and ice removal during the term of this Agreement for one million dollars of road service per year. The Towns of Adams, Henderson, Ellsburg, Loraine, Worth, Hounsfield, Watertown, Rutland, Wilna, Pinkney, Denmark and Rodman shall be entitled to an additional 5% per mile per year, after all adjustments below, in consideration of higher than average snow fall in those Towns. In addition to the above, the per mile, per year rate shall be modified from time to time according to the following adjustments:

- NYS Office of General Services (OGS) Contract Price for Road Salt: The base price of road salt for 2023 will be \$93.00 per ton. Each January 1st beginning in 2024, the NYSOGS contract price for road salt shall be compared to the 2023 base price. For each \$10.00 per ton difference between the two prices, the payment per mile shall be increased/decreased \$100.00 per mile per year. If the price difference is less than \$10.00 per ton, there shall be no adjustment.
- Market Price of Diesel Fuel: The base year price for #2 diesel will be at the 2023 rate of \$3.50 per gallon. Each January 1st and September 30th, beginning January 1, 2024, the NYSOGS contract price for fuel shall be

compared to the base price. For each 50 cent difference between the two prices, the payment per mile shall be increased/decreased \$100.00 per mile per year. If the price difference is less than 50 cents, there shall be no adjustment.

3. **Cost of Living Adjustment:** On January 1, 2024 - 2027, the total payment per mile per year shall be adjusted and increased by the average rate of the Consumer Price Index (CPI-W) for the preceding 12 month period commencing on October 1st and ending September 30th. In the event the average Consumer Price Index for the above 12 month period reflects a rate between 0% and 2%, the total payment shall be increased by 2%. In the event the average CPI for the above 12 month period reflects a rate higher than 2% the total payment shall be increased by that amount if or until it reaches 4% when it will be capped. The rate shall be applied to the base rate, including adjustments set forth above.

Payment for services pursuant to this Section 12.B. shall be made in each year of this Agreement on the following schedule:

March 1:	80%
November 1:	20%

C. Unit Cost Construction and Reconstruction Work

Subject to verification as provided in Section 14 "Examination and Audit", infra, the County agrees to reimburse the Town for construction and reconstruction work performed on a unit cost basis, the price per unit agreed to in the applicable separate project specific agreement provided for in Section 5 of this Agreement.

SECTION 13. REQUESTS FOR PAYMENT

All reimbursement requests shall be due from the Town to the County within two weeks after the costs have been incurred and must be submitted to the County no later than two (2) weeks after incurred to avoid penalty. If a reimbursement request is received by the County later than two (2) weeks after the costs incurred, the County may assess a 1.5% penalty of the reimbursement request, and withhold that amount from payments to the Town. Claims that are received in a timely fashion, and which qualify for approval shall be paid by the County within thirty (30) days of receipt, as specified under the "prompt payment" requirement of General Municipal Law § 109-b.

SECTION 14. EXAMINATION AND AUDIT

A. Examination. It is understood and agreed that the County, directly or through its agents or representatives may inspect any and all equipment used by the Town, for which reimbursement is requested, for purposes of accurately cataloging the equipment available for use under this Agreement, and for verifying payments made under the Agreement. The Town shall make no claim for equipment rental reimbursement for any inspection. Within thirty days of execution of this Agreement, the Town agrees to provide to the County Highway Superintendent clear, complete and legible photocopies of the registrations of each piece of equipment, obtained from the New York State Department of Motor Vehicles describing such equipment to be used under this Agreement, and full complete and legible copies of the "line setting ticket" provided by the manufacturer or the setting piece of equipment. In the event that the Town does not have the "line setting

ticket" and cannot obtain a duplicate from the manufacturer or retailer for a given piece of equipment, the Town shall advise of that deficiency, and shall provide such substitute identifying information as shall be deemed mutually satisfactory by the Town and County Highway Superintendents. If additional or replacement equipment is acquired during the life of this Agreement, the same "line setting ticket" and registration documentation shall be forwarded to the County Highway Superintendent within thirty days of such acquisition. If, during the life of this Agreement, the Town alters or modifies equipment in a way not prohibited by law, such that the identifying information is no longer accurate, the Town shall promptly notify the County Superintendent of Highways of the nature and extent of the change and shall, during the life of this Agreement make such modified equipment available for inspection within the scope of this section. The Town expressly agrees that it will not use equipment under this Agreement which has been modified or altered in a manner prohibited by law. In the event that any item of equipment used for reimbursement under this Agreement is inspected or audited by the New York State Controller, or by any other agency of the State or federal government conducting any financial audit or physical equipment inventory, the Town agrees to provide copies of any audit or report or citation generated by such government to the County Superintendent of Highways within thirty days of issuance.

B. Audit. The Town agrees that the County shall, until the expiration of five (5) years after final payment under this Agreement, have access to and the right to examine in whatever form such records are maintained, relating to its performance of this Agreement, or relating to employees or agents, or equipment for which reimbursement is sought under this Agreement. It is expressly agreed that any request for reimbursement which is based upon inaccurate equipment inventory or personnel records, or which misstates the capacity of any equipment shall not be reimbursed to the Town by the County, that any such reimbursement made shall be repaid to the County; and such request may constitute an act of default by the Town.

SECTION 15. INSURANCE

A. The Town agrees to maintain during the life of this Agreement automobile liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000. The Town further agrees to maintain during the life of this Agreement comprehensive general liability insurance, with minimum policy limits of \$1,000,000 combined single limit for personal injury and property damage, and \$1,000,000 aggregate. Such insurance shall be maintained with a carrier authorized by the New York State Department of Insurance to do business in New York State as a licensed carrier or approved as a surplus lines carrier for the limits and coverage provided with a Best Rate of "A" or better under the most recent Best Key Rating Guide or Best's Agent's Guide, or a financial rate of "VI" or higher. The Town agrees to include the County, its officers, employees and agents as additional named insureds on its general liability policy, which additional insured coverage shall be limited to the scope of this Agreement. Insurance provided by the Town naming the County, its officers, and agents as additionally insureds shall be primary to all insurance coverage or self-insurance maintained by the County. If the Town's general liability insurance policy contains a contractual liability exclusion, Town shall procure an endorsement to such policy eliminating this exclusion with respect to this Agreement. Each policy of liability insurance shall contain clauses to the effect that it shall not be cancelled, including without limitation, for non-payment of premium, or materially amended without thirty days prior written notice to the County. To the

extent that it is commercially available, each policy of liability insurance shall be provided on an "occurrence" basis.

B. The County agrees to maintain during the life of this Agreement automobile liability insurance with a minimum combined single limit for bodily injury and property damage of one million dollars of \$1,000,000. The County further agrees to maintain during the life of this Agreement comprehensive general liability insurance, with minimum policy limits of \$1,000,000 combined single limit for personal injury and property damage, and \$1,000,000 aggregate. Such insurance shall be maintained with a carrier authorized by the New York State Department of Insurance to do business in New York State as a licensed carrier or approved as a surplus lines carrier for the limits and coverage provided with a Best Rate of "A" or better under the most recent Best Key Rating Guide or Best's Agent's Guide with a financial rate of "VI" or higher. If the County's general liability insurance policy contains a contractual liability exclusion, County shall procure an endorsement to such policy eliminating this exclusion with respect to this Agreement. Each policy of liability insurance shall contain clauses to the effect that it shall not be cancelled, including without limitation, for non-payment of premium, or materially amended without thirty days prior written notice to the Town. To the extent that it is commercially available, each policy of liability insurance shall be provided on an "occurrence" basis.

C. The Parties shall secure and maintain all workers' compensation, disability and unemployment insurance as may be required by applicable laws, codes, and regulations.

D. Any accident arising from work being performed by the Town under this Agreement, or from the Town's operations under this Agreement, shall be reported to the County Superintendent of Highways as soon as possible, and not later than 24 hours after the time the Town's Superintendent of Highways or Town Supervisor acquires knowledge of the accident. The Town agrees to cooperate with the County or its agents in investigating the accident and in providing information concerning the accident in a timely manner. Town shall be responsible for any damage or expense to the County which arises as a consequence of its failure to cooperate or to notify the County as provided herein.

E. Each party shall supply the other with certificates of insurance documenting the procurement and maintenance by the other of all insurance required by this Agreement. In addition, upon request each party shall supply the other with certified copies of complete policies of insurance for any insurance required by this Agreement.

SECTION 16. DEFENSE AND INDEMNIFICATION; CONSEQUENTIAL DAMAGES

A. The Town does hereby covenant and agree to defend, indemnify and hold harmless the County and its officers, employees and agents against all claims, actions, suits, losses, damages, liabilities, costs or expenses, including without limitation, reasonable attorneys fees and costs of litigation, (hereinafter collectively referred to as "claims"), which the County, its officers, employees or agents may suffer, which claims arise out of or result from:

- The Town's performance or failure to perform under this Agreement;
- The Town's negligent, reckless, intentional, or other legally culpable

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Prepared by Prudence L. Greene

conduct, or

3. The legal relationship between the County and Town resulting from this Agreement.

Notwithstanding the foregoing, for claims which, in whole or in part, arise out of or result from acts or omissions of the Town pertaining to work which the Town is required to undertake pursuant to Sections 3, 4, 5, and 6 of this Agreement, the Town's obligations to indemnify and hold harmless under this Subsection 16A shall be limited to those categories of work for which the Town is responsible for providing direct supervision and control under this Agreement. This limitation shall not apply with respect to claims arising from intentional wrongdoing by the Town's officers or employees.

The acts or omissions of any party employed directly or indirectly by the Town shall be deemed to be that of the Town for the purposes of the Town's obligations to defend, indemnify and hold harmless under this Subsection 16A.

With respect to the indemnification obligation of the Town under this Section, insofar as the facts and Law relating to any claim would preclude the County or its officers, employees and agents from being completely indemnified by the Town, the County and officers, employees and agents shall be partially indemnified by the Town to the fullest extent permitted by Law.

B. The County does hereby covenant and agree to defend, indemnify and hold harmless the Town and its officers, employees and agents against all claims, actions, suits, losses, damages, liabilities, costs or expenses (including without limitation, reasonable attorneys fees and costs of litigation) (hereinafter collectively referred to as "claims"), which the Town, its officers, employees or agents may suffer, which claims arise out of or result from:

- The County's performance or failure to perform under this Agreement;
- The County's negligent, reckless, intentional, or other legally culpable conduct; or
- The legal relationship between the County and Town resulting from this Agreement.

Notwithstanding the foregoing, for claims which, in whole or in part, arise out of or result from acts or omissions of the Town pertaining to work which the Town is required to undertake pursuant to Sections 3, 4, 5, and 6 of this Agreement, the County's obligations to indemnify and hold harmless under this Subsection 16B shall be limited to those categories of work for which the County is responsible for providing direct supervision and control under this Agreement. This limitation shall not apply with respect to claims arising from intentional wrongdoing by the County's officers or employees.

The acts or omissions of any party employed directly or indirectly by the County shall be deemed to be that of the County for the purposes of the County's obligations to defend, indemnify and hold harmless under this Subsection 16B.

With respect to the indemnification obligation of the County under this Section insofar as the facts and Law relating to any claim would preclude the Town or its

officers, employees and agents from being completely indemnified by the County, the Town and officers, employees and agents shall be partially indemnified by the County to the fullest extent permitted by Law.

C. Except as expressly provided in this Agreement, in no event shall either party be responsible to the other for any loss of use, income or profits or other consequential or incidental damage as a result of a breach of this Agreement.

SECTION 17. **PROHIBITION AGAINST ASSIGNMENT**

The Town is prohibited against assigning, transferring, conveying, subletting or otherwise disposing of this Agreement or any of its contents, or of any right, title or interest therein or of the power to execute this Agreement to any other person or corporation without the prior consent, in writing of the County Board of Legislators. Nothing in this Section shall be deemed to prohibit or limit the authority of the Town to assign revenue from this Agreement as a means of securing revenue bonds, nor shall it prohibit or limit the authority of the Town to pledge a security interest in equipment owned by the Town to secure purchase money or other financing.

SECTION 18. **OBLIGATION LIMITED TO FUNDS AVAILABLE**

The parties specifically agree that the Town's duty to perform work under this Agreement, and the County's obligation to pay for that work shall be limited to the amount of money actually appropriated by the Jefferson County Board of Legislators and encumbered for the purposes of this Agreement. In the event that the fund available to pay for winter snow and ice removal should fall below the sum of \$100,000, the County will notify the Town of that event. The County shall make a good faith effort to appropriate funds sufficient to meet snow plowing needs, as winter conditions warrant.

SECTION 19. **NONWAIVER**

In the event that the terms and conditions of this Agreement are not strictly enforced by the either party, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement, nor shall such non-enforcement prevent that non-enforcing party from enforcing each and every term of this Agreement thereafter.

SECTION 20. **COMPLIANCE WITH ALL LAWS**

The Town agrees that during the performance of the work required pursuant to this Agreement, the Town and all employees working under its direction shall strictly comply with all local, state or federal laws, ordinances, rules or regulations controlling or limiting in any way the performance of the work required by this Agreement. Furthermore, each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included herein. If, through mistake or otherwise, any such provision is not inserted, or is not properly inserted, then upon application of either party this Agreement shall forthwith physically be amended to make such insertion or correction.

SECTION 21. **FORCE MAJEURE**

Neither party to this Agreement shall be responsible for the consequences of acts of God (such as tornado, flood, hurricane, etc.), lockouts, or other labor disturbances; riots, insurrections and civil commotions; embargoes, shortage or unavailability of materials, supplies, labor, equipment and systems, sabotage, vandalism, terrorism; changes in the requirements of laws, statutes, regulations, and other legal requirements; orders or judgments; and any other similar

matters beyond the reasonable control of the party in question. The provisions of this Section 21 shall not be construed as to forgive either of the parties from their respective duties and obligations under this Agreement on the basis of circumstances arising from weather conditions commonly experienced in Jefferson County.

SECTION 22. **SEVERABILITY**

If any provision of this Agreement is held invalid by a court of law, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the laws of the State of New York.

SECTION 23. **SUSPENSION AND TERMINATION**

(A) The performance of any or all work activities by the Town under this Agreement as outlined in Sections 3, 4, 5 and 6 may be suspended for cause from time to time by the County Superintendent of Highways in whole, or in part, if any such work is not performed by the Town as required under this Agreement or in a manner or time reasonably acceptable to the County Superintendent of Highways. Such suspension shall be in writing, except that an oral suspension may be made in the event of an immediate risk to life or safety, which oral suspension shall be confirmed thereafter in writing. Upon suspension, the County may take over the work to be performed; hire replacement equipment; and complete the work by contract or otherwise. Upon such suspension, as its total and exclusive remedy, the Town shall be reimbursed for the actual cost of labor, materials, and equipment for work properly and satisfactorily completed prior to the date of such suspension. Following suspension as provided herein, the County Superintendent of Highways may in his discretion thereafter reinstate the Town to perform specific work activities as he sees fit upon his determination that the Town can perform the work to his reasonable satisfaction.

(B) The County Superintendent of Highways may suspend construction and reconstruction work by the Town in whole or in part without fault on the part of the Town on the grounds of funding unavailability, environmental and permitting compliance issues, right-of-way or easement issues, significant threats to life and safety, and similar concerns. Upon such suspension, the Town shall be reimbursed for the actual cost of labor, materials, and equipment for work properly and completed prior to the date of such suspension. Following suspension the County Superintendent of Highways may in his discretion thereafter reinstate the Town to perform the construction or reconstruction activities upon his determination that the obstacle resulting in suspension has been satisfactorily eliminated.

(C) The County may terminate this Agreement in its entirety:

- Immediately with written notice upon Town's material breach of the Agreement;
- On 60 days written notice if the Town shall default on the performance of this Agreement in accordance with its terms; or if the work is not being done to the reasonable satisfaction of the County Highway Superintendent. In such event, the parties shall continue to perform their obligations under this Agreement pending the specified date of termination, and a failure to so perform shall entitle the other party to recover all actual costs and expenses resulting from the failure.

SECTION 24. **LAW**

This Agreement shall be governed by and interpreted according to the Laws of the State of New York. In the event that a dispute arises between the parties, venue for resolution of such dispute shall be a New York State Court sitting in the County of Jefferson, New York.

SECTION 25. **NOTICES**

Any and all notices and payments required hereunder shall be addressed as follows, or to such other address as may hereafter be designated in writing by either party hereto:

To Jefferson County: Jefferson County Highway Superintendent
21897 County Route 190
Wheatstown, New York 13601

To Town: Scott Doyle Town Supervisor
Town of Denmark
3707 Roberts Road
Carthage, New York 13619

SECTION 26. **ATTACHMENTS**

Incorporated herein are: Schedule A - JCH Form 145 (Report of Snow and Ice) and JCH Form 158.

SECTION 27. **EXTENT OF AGREEMENT**

This Agreement constitutes the entire integrated agreement between and among the parties hereto, relative to the services within the scope of section two of this Agreement, and supercedes and all prior negotiations, agreements and conditions, whether written or oral.

SECTION 28. **MODIFICATION**

Any modification or amendment to this Agreement shall be void unless it is in writing and subscribed by the party to be charged or by the parties authorized agent.

SECTION 29. **NO THIRD-PARTY BENEFICIARY**

Nothing contained in the Agreement shall create a contractual relationship with, an obligation to, or a cause of action in favor of any third-party against either the County or the Town.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the date first written above.

Discussion was held. A resolution allowing Supervisor Doyle to sign the contract is included on the slate of resolutions.

Supt. Mahar reminded the Town Board that the Lewis County Snow and Ice agreement expires after the winter of 2023 – 2024.

Drafts of the fire protection contracts for 2024 were provided to the Town Board by Supervisor Doyle for review.

Discussion was held about the way the Board of Assessment Review (BAR) is paid. Currently they receive their annual salary as 1 paycheck in December of each year.

Councilman Fazio offered a resolution, seconded for adoption by Supervisor Doyle as follows:
Resolution 116 of 2023: Establishes BAR salaries be paid on June payroll.

The Town of Denmark Town Board does hereby direct salary payments be made to the Board of Assessment Review (BAR) members on the next general fund pay period for 2023; and further establishes Board of Assessment Review (BAR) be paid on June payroll starting in 2024 and subsequent years.

Roll call vote recorded as follows:
Councilman Wadsworth Aye
Councilman Fazio Aye
Councilman Jones Aye
Councilwoman Rowsam Aye
Supervisor Doyle Aye **Resolution 116 of 2023 adopted 9.18.2023.**

Slate of Resolutions: The slate of resolutions #117 - 125 were reviewed by the Town Board.

Councilman Wadsworth offered a slate of resolutions, seconded for adoption by Councilman Fazio, as follows:
Resolution 117 of 2023: Correction of Accounts on Abstracts

The Town of Denmark Town Board does hereby direct that the following be corrected on monthly abstracts due to coding errors on the abstracts:

Abstract Type & number	Date	Voucher	Amount	Coded	Recode to
Highway Abstract 710	June 20, 2023	#74	\$7,390.60	DB-5112.2	DB-5112.4
Highway Abstract 710	June 20, 2023	#77	\$12,879.23	DB-5112.2	DB-5112.4

Resolution 118 of 2023: General Fund Abstract September 18, 2023

The Town of Denmark Town Board approves payments of General Fund Abstract #671 dated **September 18, 2023**, new claims # 185 – 203, Total of Abstract \$8,387.79.

Resolution 119 of 2023: Water District 1 Abstract September 18, 2023

BE IT RESOLVED, The Town of Denmark Town Board approves payments of Water District Abstract #96, dated **September 18, 2023**, new claims #17 – 21, Total of Abstract \$1,324.01

Resolution 120 of 2023: Highway Abstract September 18, 2023

The Town of Denmark Town Board approves payments of Highway Department, Abstract #713, dated **September 18, 2023**, new claims # 105 – 114, Total of Abstract \$102,780.30.

Resolution 121 of 2023: Missing Link Snowmobile Club 04.01.2023 – 03.31.2024

The Town of Denmark Town Board hereby authorizes Town Supervisor Scott Doyle to sign a statement for the Missing Link Snowmobile Club's Snowmobile Trails Grant-In-Aid Application 2023 - 2024 acknowledging that the Town of Denmark has received and approved the application for use and maintenance of snowmobile trails being submitted by that club.

Resolution 122 of 2023: 2024 Tax Exemptions

The Town of Denmark Town Board hereby determines that no changes shall be made to the 2023 Exemptions Schedule.

Resolution 123 of 2023: Public Hearing of proposed LL 1 of 2023: AUTHORIZING REAL PROPOERTY TAX EXEMPTION FOR VOLUNTEER FIREFIGHTERS AND VOLUNTEER AMBULANCE SERVICE WORKERS

The Town of Denmark Town Board does hereby set a public hearing of proposed local law 1 of 2023: providing for a 10% partial real property tax exemption for qualified members of a volunteer fire department or volunteer ambulance squad for October 16, 2023, at 6:25 pm.

Resolution 124 of 2023: Public Hearing of proposed LL 2 of 2023: A Local Law to Override the Tax Levy Limit Established in General Municipal Law 3-c.

The Town of Denmark Town Board does hereby set a public hearing of proposed local law 2 of 2023: providing for a 10% partial real property tax exemption for qualified members of a volunteer fire department or volunteer ambulance squad for October 16, 2023, at 6:15 pm.

Resolution 125 of 2023: Jefferson County Snow and Ice Agreement 01.01.2023 – 12.31.2027

The Town of Denmark Town Board hereby authorizes and directs Supervisor Scott Doyle to sign the Jefferson County Removal of Snow and Ice Agreement effective 01.01.2023 – 12.31.2027 as presented and recorded in the minutes on behalf of the Town of Denmark.

Roll call vote for resolutions 117 – 125 recorded as follows:

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

Resolutions 117 – 125 of 2023 adopted 9.18.2023.

Discussion was held on the possible purchase of a new pickup truck and plow in 2024. Supt. Mahar noted that orders for new trucks are not being taken at this time due to a labor strike. A pickup and plow are available locally for \$59,000.00. A plow could be purchased for a truck already owned by the Town for approximately \$9,000.00. No action taken.

At 7:30pm Supervisor Doyle made a motion to enter an Executive Session to discuss a legal matter. His motion was seconded by Councilman Jones. Vote recorded as all ayes.

Town Clerk Prudence Greene, Supt. Of Highways Pat Mahar, Dep Supt. Of Highways James Der, Mickey Dietrich of RACOG, Jeff Snyder, Deb Der, and Gary Ashline exited the meeting.

At 7:48pm Councilman Wadsworth made a motion, seconded by Councilman Fazio to exit the executive session. Vote recorded as all ayes.

At 7:49pm the meeting was reopened to the public, only Clerk Greene reentered the meeting.

Supervisor Doyle provided the Clerk with a copy of an advertisement created by Atty. Burrows, in consultation with the Town Board, seeking individuals interested in being appointed to a vacancy in the position of Supt. Of Highways should a vacancy occur as follows:

Town of Denmark is Seeking Letters of Interest for Highway Superintendent

The Town of Denmark is seeking qualified candidates for the position of Highway Superintendent. The Salary for this position is \$55385.00 annually. The applicant must be a legal resident of the United States, a resident of the Town of Denmark, Minimum Age of 18. The Town Board will appoint the candidate to the Highway Superintendent until December 31, 2024. The appointee will have to seek election in the November 2024 General Election to complete the current term of the existing Highway Superintendent which expires on December 31, 2025. The Highway Superintendent is responsible for maintaining cost within budget, the supervision of the Town of Denmark Highway Employees in all facets of the position, which include but is not limited to, maintenance of roads, maintenance and repair of town owned equipment, delegation of tasks for the upkeep of town owned property.

Proficiency in fundamental computer skills is essential for the successful candidate, enabling them to utilize computers for payroll, submitting local and state reports & forms, communicating budget and monthly reports to the Town Board. The selected individual will be expected to work closely with other local governments and New York State Department of Transportation as we utilize shared services. Knowledge of NY State programs such as CHIPS, POP, PAVE NY & EWR are a plus, but not required.

Additional duties could include overseeing Denmark Water District #1 to include but not limited to; Obtaining Class C Water License, Meter Reading, Conducting and Monitoring Water Sampling as required by NY State Department of Health, and servicing & repairing any issues that may arise with regards to water lines.

Letters of Interest must be submitted to Town of Denmark Clerk, 3707 Roberts Rd, Carthage NY 13619, by October 12, 2023, at 4 PM.

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

Resolution 126 of 2023: Advertisement for Letters of Interest for Highway Superintendent

The Town of Denmark Town Board does hereby direct Town Clerk Prudence Greene to arrange for a legal advertisement for Letters of Interest for Highway Superintendent for an anticipated vacancy in the Journal & Republican newspaper and to post the notice in the three United States Post Offices in the Town and on the town website.

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

Resolutions 126 of 2023 adopted 9.18.2023.

Being as there was no further business before the Board Councilman Wadsworth made a motion to adjourn the meeting and his motion was seconded by Councilman Jones. Vote recorded as all ayes.

Meeting adjourned at 7:59pm.

Prudence L. Greene
Town of Denmark Town Clerk