

The Town of Denmark regular monthly meeting was held 11.09.2023 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
Supt. Of Highways Pat Mahar
Dep Supt. Of Highways James Der
David and Sharon Johnson (exit at 6:37pm)
Ron Johnson (exits at 6:37pm)
Laurie Gleason (exits at 6:37pm)
Tara Johnson (exits at 6:37pm)
Sandy Oshier (exits at 6:37pm)
Adam and Abigail Staab (exit at 6:37pm)
Reg Farney (exits at 6:37pm)

Councilman Wadsworth made a motion, seconded by Councilman Jones to accept the minutes of 10.16.2023, 10.25.2023, and 10.26.2023 as prepared by Town Clerk Greene. Vote recorded as 5 aye and 0 no.

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

Discussion was held on proposed Local Law 2 of 2023: A Local Law to Override the Tax Levy Limit Established in General Municipal Law 3-c which was tabled after a public hearing held 10.16.2023. Supervisor Doyle has had the preliminary 2024 budget reviewed by CPA Scott Lawrence and it does not exceed the tax cap so proposed Local Law 2 of 2023 will not need to be adopted.

Clerks Report & Correspondence: Clerk Greene provided copies of her Town Clerk's Report for October 2023, a report of the Fall 2023 water bills, Zoning Report for October 2023, Planning Board Minutes from 10.23.2023 and 11.08.2023 and the RACOG November Report to the Town Board prior to the meeting.

6:05pm - Public Hearings for Fire Contracts and 2024 Preliminary Budget

Being as the time was 6:05pm Councilman Fazio made a motion, seconded by Councilman Wadsworth, to open the Public Hearings for Fire Contracts and 2024 Preliminary Budget. Vote recorded as all ayes.

Clerk Greene posted the legal notice for the public hearing on the denmark.racog.org website, in the 3 US Post Offices in the Town, arranged for publication in the Lowville Journal & Republican on 10.25.2023, and provided it to local media as follows:

Notice is hereby given that the Preliminary Budget and the Fire Contracts for the Town of Denmark, Lewis County, New York for the fiscal year beginning January 1, 2024, have been filed in the office of the Town Clerk at the municipal building located at 3707 Roberts Road, Carthage, New York where they are available for public inspection by any interested person.

Further notice is hereby given that the Town Board of the Town of Denmark will conduct a Public Hearing of the Preliminary Budget and the Fire Contracts for the Town of Denmark, Lewis County, New York for the 2024 fiscal year on Thursday, November 9, 2023, at 6:05pm during the regular monthly meeting of the Town of Denmark Town Board. The meeting will be held at the municipal building located at 3707 Roberts Road, Carthage, NY 13619. At the time of the hearing any person may be heard in favor or against any item or items therein contained.

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

Councilman	\$ 2,329.50
Supervisor	\$18,000.00
Town Clerk / Tax Collector	\$33,500.00
Highway Supt.	\$55,385.00

Any written comments must be received by the Town Clerk no later than 4pm on Thursday, November 9, 2023. Any persons requiring special accommodations to attend and or participate in the public hearings should contact the Town Clerk no later than 4pm on Thursday, November 9, 2023.

By order of the Town of Denmark Town Board
Dated 10/17/2023.
Prudence L. Greene
Town of Denmark Town Clerk

Councilman Wadsworth made a motion to waive the reading of the legal notice and his motion was seconded by Councilman Jones. Vote recorded as 5 aye and 0 no.

Minutes of 11.09.2023
Prepared by Prudence L. Greene

Assessor's Report 2023 - New York
County of Lewis
Town of Denmark - 222
Total Assessed Value: 22,262,206
Total Exemptions: 8,838

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Assessor's Report 2023 - New York
County of Lewis
Village of Castorland - 223
Total Assessed Value: 41,562,236
Total Exemptions: 8,838

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and it is further RESOLVED that the Town Clerk shall prepare and certify duplicate copies of the newly adopted annual budget and deliver two of such copies to the Supervisor of the Town, and that he shall present such copies to the Board of Legislators of the County of Lewis.

Roll call vote recorded as follows:

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

Resolutions 140 of 2023 adopted 11.09.2023.

Councilman Jones offered a resolution, 2nded for adoption by Councilman Wadsworth as follows:

Resolution 141 of 2023: Adoption of 2024 Fire Protection Contracts:

WHEREAS the Town of Denmark Town Board held a Public Hearing on the proposed 2024 Fire Protection contracts between the Town of Denmark and the Village of Castorland, the Town of Rutland Fire District, and the Village of West Carthage on November 9, 2023, at 6:05pm, and

WHEREAS the public was given an opportunity to speak for or against the proposed contracts; and therefore it is

HEREBY RESOLVED by the Town of Denmark Town Board to adopt the 2024 Fire Protection contracts for the Town of Denmark and Village of Castorland, Town of Rutland Fire District and the Village of West Carthage as follows:

TOWN OF DENMARK FIRE PROTECTION CONTRACT WITH VILLAGE OF CASTORLAND FIRE PROTECTION DISTRICT 221 & FIRE PROTECTION DISTRICT 223C EFFECTIVE DATES 1/1/2024 – 12/31/2024

THIS AGREEMENT made the 9th day of November 2023, by and between the Town of Denmark, a municipal corporation situated in the County of Lewis, State of New York, and the Village of Castorland, which is a municipal corporation, organized and existing under the laws of the State of New York and having their principal place of business in Lewis County, New York.

WITNESSETH:

WHEREAS, there has been duly established in said Town of Denmark a fire protection district known as "DENMARK FIRE PROTECTION DISTRICT 221", hereinafter called the "District 221" & DENMARK FIRE PROTECTION DISTRICT 223C, hereinafter called the "District 223C", embracing all the territory in said Town outside boundaries of the incorporated Villages therein; and

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

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

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

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

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

1. PROVISION OF FIRE PROTECTION AND RESCUE SERVICES

The Village of Castorland, through the Castorland Fire Company, will provide Fire Protection and Rescue Services within the Town's Fire District 221. Fire protection shall be defined as it is in Section 184 of the Town Law but shall not include inspection of buildings and properties in the Town's Fire District 221 & Fire District 223C for the purposes specified in and as authorized by Sections 187-a and 183 of the Multiple Residence Law, or Section 189 of the Town Law.

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

Minutes of 11.09.2023

Prepared by Prudence L. Greene

The District shall be divided into three (5) zones as set forth on the annexed map, which is hereby incorporated in and made a part of this Agreement, said zones being designated by **Denmark Fire Protection District 221 (Protected by Village of Castorland's, Fire Company)**, Denmark Fire District 222 (Protected by Village of West Carthage's, Fire Department) and **Denmark Fire District 223C (Protected by Village of Castorland's, Fire Company)**, Fire District 223WC (protected by Village of West Carthage's, Fire Department) Fire 223R (Protected by Town of Rutland's, Fire Company). During the period of this agreement, The Village of Castorland Fire Company shall be subject to call for attendance upon any fire occurring in the district above assigned to it, and when notified of a fire therein shall respond and attend upon the fire with all possible speed and with suitable equipment and personnel and shall proceed diligently to affect the extinguishments of the fire and the saving of life and property in connection therewith.

The Village of Castorland's Fire Company shall also be subject to call for attendance upon any fire occurring in either district not assigned to it above for purpose of assisting the mutual aid partner assigned to that district whenever such assistance is deemed necessary or advisable.

2. TERM

The term of this Agreement shall commence on January 1, 2024 and shall continue until December 31, 2024 unless sooner terminated as herein provided.

3. COMPENSATION

Town agrees to pay The Village of Castorland those amounts as provided in **Schedule A**, payable no later than March 1st of each contract year.

4. HOLD HARMLESS & INDEMNITY AGREEMENTS

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

5. INSURANCE

The Village of Castorland will provide documentation that the Castorland Fire Company, at its own expense, shall throughout the term of this Agreement, obtain and maintain comprehensive public liability and property damage insurance in the amount of at least **\$2,000,000.00** for personal injury and \$500,000.00 for property damage. Moreover, at all times throughout the term of this Agreement, and at its sole expense, shall maintain Workers' Compensation Insurance, disability benefits insurance and each other form of insurance that the Castorland Fire Company an entity if the Village of Castorland is required by law to provide, covering loss resulting from injury, sickness, disability or death of employees of the Fire Company. All such insurance shall name the Town of Denmark as an additional insured and shall provide that it may not be canceled or altered without at least thirty (30) days prior written notice to the Town. The Village of Castorland shall deliver to the Town copies or other evidence satisfactory to the Town, or each insurance policy and each renewal thereof.

6. EXPIRATION OR TERMINATION OF RESPONSIBILITIES

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

7. GROUNDS FOR TERMINATION

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

The Town of Denmark may terminate the contract after providing the Village of Castorland with a notice of default of a material term of this Agreement, including, but not limited to, the obligation to provide insurance coverage and to maintain suitable apparatus and equipment. Should the default not be corrected within thirty (30) days thereafter, Town may terminate the contract. The Town of Denmark shall remit the pro-rata portion of funds for the portion of the contract remaining at the time of such termination.

8. NOTICES

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

9. SAVINGS CLAUSE

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

10. WAIVER

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

11. HEADINGS

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

12. FURTHER ASSURANCES from the Castorland Fire Company Inc:

By way of Resolution attached hereto, The Castorland Fire Company, Inc has accepted this contract and The Castorland Fire Company Inc. shall execute and deliver the following documents and or assurances to the Town of Denmark:

- Monthly Meeting Minutes & Financial Reports, to: townclerk@townofdenmarkny.org
- Annual documentation stating firefighter's name and certified training.
- A statement itemizing the estimated costs of the Castorland Fire Company attributable to the provision of services under the prospective contract(budget). The "budget" is to be received by August 30, 2024.
- In the budget submitted there is funding request for auditing. The Castorland Fire Company Inc. will provide annual audit findings by August 30, 2024.
- Provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes set forth in this Agreement.

13. BINDING EFFECT

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

14. COUNTERPARTS

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

15. GOVERNING LAW

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

16. NO ASSIGNMENT

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

17. ENTIRE AGREEMENT

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

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

Village of Castorland, Fire Protection District 221, Schedule A: \$68,605.00
Village of Castorland, Fire Protection District 223C, Schedule A: \$ 9,987.00
Total \$78,592

Minutes of 11.09.2023
Prepared by Prudence L. Greene

TOWN OF DENMARK FIRE PROTECTION CONTRACT WITH TOWN OF RUTLAND FIRE DISTRICT FIRE PROTECTION DISTRICT 223R
EFFECTIVE DATES 1/1/2024 – 12/31/2024

THIS AGREEMENT, made the 9th day of November, 2023, by and between the Town of Denmark, a municipal corporation situated in the County of Lewis, State of New York (hereinafter called the "Town"), and the Town of Rutland Fire District, which is the Governing Body for The Rutland Fire Company, whose address is PO Box 626, Black River, NY 13612, and (The Felts Mills Fire Company, Main St, Felts Mills, NY 13638) organized and existing under the laws of the State of New York and having their principal place of business in Jefferson County, New York, the party of the second part (hereinafter referred to as "Town of Rutland Fire District")

WITNESSETH:

WHEREAS, there has been duly established in said Town of Denmark a fire protection district known as "DENMARK FIRE PROTECTION DISTRICT 223R", hereinafter called the "District 223R", embracing all the territory in said Town outside boundaries of the incorporated Villages therein; and
WHEREAS, the Town of Rutland Fire District has within the entire municipality of the Town of Rutland and has a fire company capable of providing fire protection and rescue services to the Town; and
WHEREAS, such fire protection and rescue services are vital and necessary to the health and welfare of the inhabitants of the Town; and
WHEREAS, the Town of Rutland Fire District maintains adequate and suitable apparatus and equipment for the furnishing of fire protection of said district; and
WHEREAS, a public hearing has been held by the Town of Denmark Town Board on the contract on the ___ day of _____, 20__;
"WHEREAS, The Town has thereafter authorized this contract pursuant to Town Law §184; and
WHEREAS this contract has been duly authorized by the Board of Commissioners of the Town of Rutland Fire District
NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties hereto mutually agree as follows:

1. PROVISION OF FIRE PROTECTION AND RESCUE SERVICES

The Town of Rutland Fire District will provide the Town with fire protection and rescue services within the Town's Fire Protection District 223R. Fire protection shall be defined as it is in §184 of the Town Law but shall not include inspection of buildings and properties in the Town's Fire Protection District for the purposes specified in Town Law §§ 184(9) § 189 and Multiple Residence Law § 303(4). Fire Protection shall not include the provision of general ambulance services.

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

The Fire District shall be divided into five (5) zones as set forth on the annexed map, which is hereby incorporated in and made a part of this Agreement, said zones being designated by **Denmark Fire Protection District 223R (Protected by Town of Rutland Fire District)**, Denmark Fire Protection District 222 (Protected by Village of West Carthage Fire Department) and Denmark Fire Protection District 223C (Protected by Village of Castorland Fire Company), Fire Protection District 223WC (protected by the Village of West Carthage Fire Department). The Town of Rutland Fire District shall be subject to call for attendance upon any fire occurring in the district's above assigned to it, and when notified of a fire therein shall respond and attend upon the fire with all possible speed and with suitable equipment and personnel and shall proceed diligently to affect the extinguishments of the fire and the saving of life and property in connection therewith.

Each of the aforesaid Fire Districts, Companies and Departments shall also be subject to call for attendance upon any fire occurring in either district not assigned to it above for purpose of assisting Fire Company or Department assigned to that Fire District. whenever such assistance is deemed necessary or advisable.

2. TERM

The term of this Agreement shall commence on January 1, 2024, and shall continue until December 31, 2024 unless sooner terminated as herein provided.

3. COMPENSATION

Town agrees to pay The Town of Rutland Fire District those amounts as provided in **Schedule A**, payable no later than March 1st of each contract year.

4. HOLD HARMLESS & INDEMNITY AGREEMENTS

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

5. INSURANCE

The Town of Rutland Fire District, at its own expense, shall throughout the term of this Agreement, obtain and maintain comprehensive public liability and property damage insurance in the amount of at least **\$2,000,000.00** for personal injury and \$500,000.00 for property damage, within 30 days of the execution of the contract. Moreover, at all times throughout the term of this Agreement, the Rutland Fire District, at its sole expense, shall maintain Workers' Compensation Insurance, disability benefits insurance and each other form of insurance which the Fire Department is required by law to provide, covering loss resulting from injury, sickness, disability or death of employees of the Fire Department. All such insurance shall name the Town as an additional insured and shall provide that it may not be canceled or altered without at least thirty (30) days prior written notice to the Town. The Town of Rutland Fire District shall deliver to the Town copies or other evidence satisfactory to the Town, or each insurance policy and each renewal thereof.

6. EXPIRATION OR TERMINATION OF RESPONSIBILITIES

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

7. GROUPS FOR TERMINATION

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

Town may terminate the contract after providing the Rutland Fire District with a notice of default of a material term of this Agreement, including, but not limited to, the obligation to provide insurance coverage and to maintain suitable apparatus and equipment. Should the default not be corrected within thirty (30) days thereafter, Town may terminate the contract. The Rutland Fire District shall remit the pro-rata portion of funds paid by the Town for the portion of the contract remaining at the time of such termination.

8. NOTICES

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

9. SAVINGS CLAUSE

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

10. WAIVER

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

11. HEADINGS

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

12. FURTHER ASSURANCES

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

Minutes of 11.09.2023

Prepared by Prudence L. Greene

- Including Monthly Fire Company Meeting Minutes, Board Meeting Minutes to: TownClerk@townofdenmarkny.org
- The Town of Rutland Fire District will provide annual documentation stating each firefighter's name and documented training and approved job tasks for said firefighter.
- The Town of Rutland Fire District will provide annual budget by October 15, 2024.
- Provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes set forth in this Agreement.
- The Town of Denmark will issue Foreign Fire Insurance Fund Disbursements to The Town of Rutland Fire District. The Town of Rutland Fire District will be responsible for disbursement of the Foreign Fire Insurance Funds (2% Monies) in accordance with the NY State Comptrollers Regulations.

13. BINDING EFFECT

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

14. COUNTERPARTS

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

15. GOVERNING LAW

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

16. NO ASSIGNMENT

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

17. ENTIRE AGREEMENT

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

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

Town of Rutland Fire District, Fire Protection District 223R, Schedule A: \$36,946
Total: \$36,946

TOWN OF DENMARK FIRE PROTECTION CONTRACT WITH VILLAGE OF WEST CARTHAGE FIRE PROTECTION DISTRICT 222 & FIRE PROTECTION DISTRICT 223WC
EFFECTIVE DATES 1/1/2024 – 12/31/2024

THIS AGREEMENT, made the 9th day of November, 2023, by and between the Town of Denmark, a municipal corporation situated in the County of Lewis, State of New York (hereinafter called the "Town"), and the Village of West Carthage, which is a municipal corporation, organized and existing under the laws of the State of New York and having their principal place of business in Jefferson County, New York, the party of the second part, (hereinafter called the "Contractor").

WITNESSETH:

WHEREAS, there has been duly established in said Town of Denmark a fire protection district known as "DENMARK FIRE PROTECTION DISTRICT 222", hereinafter called the "District 222", and DENMARK FIRE PROTECTION DISTRICT 223WC, hereinafter called the "District 223WC" embracing all the territory in said Town outside boundaries of the incorporated Villages therein; and

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

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

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

WHEREAS, a public hearing has been held by the Town of Denmark Town Board on the contract on the ___ day of _____, 20__;

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

1. PROVISION OF FIRE PROTECTION AND RESCUE SERVICES

Fire Department will provide the Town with fire protection and rescue services within the Town's Fire Protection District 222 & Fire Protection District 223WC. Fire protection shall be defined as it is in Section 184 of the Town Law but shall not include inspection of buildings and properties in the Town's Fire Protection District for the purposes specified in and as authorized by Sections 187-a and 183 of the Multiple Residence Law, or Section 189 of the Town Law. Fire Protection shall not include the provision of general ambulance services.

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

The District shall be divided into three (5) zones as set forth on the annexed map, which is hereby incorporated in and made a part of this Agreement, said zones being designated by Denmark Fire Protection District 221 (Protected by Castorland Fire Company), **Denmark Fire Protection District 222 (Protected by Village of West Carthage Fire Department)** and Denmark Fire Protection District 223C (Protected by Village of Castorland Fire Company), **Fire Protection District 223WC (protected by the West Carthage Fire Department)** Fire Protection District 223R (Protected by the Rutland Fire Company). During the period of this agreement, The West Carthage Fire Department shall be subject to call for attendance upon any fire occurring in the district's above assigned to it, and when notified of a fire therein shall respond and attend upon the fire with all possible speed and with suitable equipment and personnel, and shall proceed diligently to effect the extinguishments of the fire and the saving of life and property in connection therewith.

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

2. TERM

The term of this Agreement shall commence on January 1, 2024, and shall continue until December 31, 2024 unless sooner terminated as herein provided.

3. COMPENSATION

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

4. HOLD HARMLESS & INDEMNITY AGREEMENTS

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

5. INSURANCE

The West Carthage Fire Department, at its own expense, shall throughout the term of this Agreement, obtain and maintain comprehensive public liability and property damage insurance in the amount of at least **\$2,000,000.00** for personal injury and \$500,000.00 for property damage. Moreover, at all times throughout the term of this Agreement, the Contractor, at its sole expense, shall maintain Workers' Compensation Insurance, disability benefits insurance and each other form of insurance which the Fire Department is required by law to provide, covering loss resulting from injury, sickness, disability or death of employees of the Fire Department. All such insurance shall name the Town as an additional insured and shall provide that it may not be canceled or altered without at least thirty (30) days prior written notice to the Town. The Contractor and the West Carthage Fire Department shall deliver to the Town copies or other evidence satisfactory to the Town, or each insurance policy and each renewal thereof.

6. EXPIRATION OR TERMINATION OF RESPONSIBILITIES

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

Minutes of 11.09.2023
Prepared by Prudence L. Greene

7. GROUNDS FOR TERMINATION

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

Town may terminate the contract after providing the Contractor with a notice of default of a material term of this Agreement, including, but not limited to, the obligation to provide insurance coverage and to maintain suitable apparatus and equipment. Should the default not be corrected within thirty (30) days thereafter, Town may terminate the contract. The Contractor shall remit the pro-rata portion of funds paid by the Town for the portion of the contract remaining at the time of such termination.

8. NOTICES

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

9. SAVINGS CLAUSE

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

10. WAIVER

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

11. HEADINGS

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

12. FURTHER ASSURANCES

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

- Including Monthly Meeting Minutes, Board Meeting Minutes to: TownClerk@townofdenmarkny.org
- The Fire Chief will provide annual documentation by notarized letter stating each firefighter’s name and documented training and approved job tasks for said firefighter.
- The Village of West Carthage will provide annual budget that Denmark Fire Tax is being utilized to pay the annual payment on Village owned equipment by October 1, 2024.
- Provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes set forth in this Agreement.

13. BINDING EFFECT

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

14. COUNTERPARTS

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

15. GOVERNING LAW

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

16. NO ASSIGNMENT

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

17. ENTIRE AGREEMENT

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

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

WEST CARTHAGE FIRE DEPARTMENT, FIRE PROTECTION DISTRICT 222, SCHEDULE A: \$24,281
 WEST CARTHAGE FIRE DEPARTMENT, FIRE PROTECTION DISTRICT 223WC, SCHEDULE A \$12,689
 Total: \$36,970

Roll call vote recorded as follows:

Councilman Wadsworth	Aye	
Councilman Fazio	recuses	
Councilman Jones	Aye	
Councilwoman Rowsam	Aye	
Supervisor Doyle	Aye	Resolutions 141 of 2023 adopted 11.09.2023.

At this time Supervisor Doyle opened the Privilege of the Floor.

Tara Johnson spoke to the Town Board about the speed of drivers on NYS Rt 26 from the town line between Denmark and the Town of Champion south to the 40mph speed zone in Deer River. That section of the road is currently posted as a 55mph zone. Residents and businesses in the area have concerns about safety due to the speed and are requesting the Town Boards assistance in getting NYS DOT to study the traffic patterns in that area. Farney’s and Johnson Lumber both have employee parking lots on the opposite side of the road from their business and it is hazardous for their employees to cross the road. The Staab’s have several rental units located in that section of NYS Rt 26 and many have had “near misses” caused by speed and attempts by other drivers to pass them on the wrong side. Johnson’s Lumber has 50 log trucks per week delivering to the mill located in that area and those drivers have also had many near misses with speeders and/or inattentive drivers. Resident Sandy Oshier reported nearly being hit by a car on several occasions while trying to retrieve her mail from her mailbox.

The residents also reported that since the road has been repaved the average vehicle speed seems to be even faster.

Discussion was held. The Town Board encouraged those present to contact law enforcement to request additional patrolling in the area. Those in attendance asked the Town Board to consider sending a letter to NYS DOT to ask for them to reevaluate the 55mph zone and to erect pedestrian crossing signs near both Farney's and Johnson Lumber.

Councilman Wadsworth made a motion, seconded by Councilman Fazio, that Supervisor Doyle send a letter to Brian Reape of the NYS DOT asking for a traffic study of the area. Vote recorded as 5 aye and 0 no.

Tara Johnson, Ron Johnson, and David Johnson then spoke to the Town Board about notice that Johnsons Lumber has received from their insurance carrier. The business will eventually be required to show they either have a fire hydrant located near the property or they are able to store water onsite for fire suppression. Tara Johnson stressed that the business employes 65 people.

Discussion was held. The business is located approximately 1.2 miles from the end of the West Carthage water system. Approximately 20 parcels are in that corridor. Creating a water district would require an engineering study to even begin planning the project, an archaeological study, a search for funding, legal processes to create the district and then actual construction. This process could take years to accomplish. Any debt incurred in the creation of the district would be borne by the owners of the land the lines cross and with only 20 users that debt payment would potentially be very high annually due to costs that would be millions of dollars. Further discussion was held on the potential to install ponds on the property or even a small "water tower." The Village of Copenhagen has still not removed its old water tower that is no longer connected to its water system and may be interested in selling it, Supervisor Doyle suggested that the Johnsons contact Copenhagen to explore that option.

Councilwoman Rowsam suggested that the Johnsons reach out to the Lewis County IDA, Naturally Lewis, to see if they have resources that can help. The mission of Naturally Lewis is job creation and retention in Lewis County.

David and Sharon Johnson, Ron Johnson, Laurie Gleason, Tara Johnson, Sandy Oshier, Adam and Abigail Staab, and Reg Farney all exited the meeting at 6:37pm.

Supervisor's Report: Supervisor Doyle provided the Town Board with financial statements from North Country CPA's and NYCLASS. Interest Income \$47,576.79 has been earned on the money in the NYCLASS accounts.

Supervisor Doyle provided information about a meeting that was held with Supervisor's from several towns, County Officials, and Dylan Harris on 10.24.2023. County Officials will be putting forth resolutions to support private individuals joining a lawsuit against NY State to try and block the implementation of RPTL-575B which changes the way solar and wind energy projects will be taxed. County Officials have also said they will allocate another \$20,000 to the legal challenge.

Supervisor Doyle provided information from his meeting with CPA Scott Lawrence and Rob Company of Fourth Coast on the Direct Pay Option of American Recovery Act. The solar project being considered by the Town Board for the 3707 Roberts Road property (town offices and highway garage) is eligible for a 30% reimbursement of funds from this act. The Town would initially pay for the project, applying whatever grants they receive, including the NYSERDA grant that has been awarded, and using fund balance or ARPA money for the construction. After completion of the project the Town would apply for the 30% reimbursement from the federal government. Discussion was held on the information available online about the Direct Pay Option of American Recovery Act. The program is still being developed and the online tools are not yet available. The RFP quote submitted by Fourth Coast is valid until 11.16.2023 (30 days from when it was opened) and costs may begin to increase after that date. Town Board members expressed their concerns about moving forward without more clarity on the Federal reimbursement program. Supervisor Doyle will continue to look for information on the program and report back at the 12.18.2023 meeting.

Supervisor Doyle has also spoken with Planning Board Chair Kevin Gaines and Atty. Jim Burrows about required permits for the potential solar array. The Planning Board discussed it at their meeting as well and they are in favor of waiving the Denmark special permit process for the project. A SEQRA review would be required and building permits from Lewis County would also need to be acquired.

Supervisor Doyle also noted changes coming to the end of year reporting process for the town. The AUD Report (Annual Update Document) is being replaced with a new reporting system called AFR (Annual Financial Reporting).

Clerks Report & Correspondence: (continued from earlier in meeting)

Clerk Greene provided an update on progress towards complying with the NYMIR Computer Security requirements. Denmark has 11 dedicated emails and 8 of them are now using authentication apps as well as notification of external vs. internal emails. Complex passwords have been instituted on town owned computers used by the Town Clerk, Supt. Of Highways, and Town Supervisor. Advanced Business Systems has worked to find a tool that will provide the sandboxing, secure email gateway, and spam filtering required by NYMIR. A system called ProofPoint will allow us to comply. Installation of the system would be \$358.00 and then \$40.00 per month. Discussion was held. A resolution for this expenditure is included on the slate of resolutions.

The following correspondence was provided to the Board prior to the meeting:

- Letter from Henry van den Heever of NYMIR dated 11.01.2023, recommendations from his recent visit. Discussion was held and Supt. Mahar responded as follows:

Recommendation - Sign Inventory. Maintain an inventory of regulatory and warning road signs.

Supt. Mahar response – Limited signs on site, new signs available within 24 hours from Lewis County.

Recommendation- Children at Play Signs should be removed to reduce liability.

Supt. Mahar response – In process of removing signs.

Recommendation – Excavation Operators certification required.

Supt. Mahar response – Towns are exempt from this requirement.

Recommendation – Highway Dept. bucket truck needs to be inspected annually.

Supt. Mahar response – the inspection is being addressed.

Recommendation – Daily Log detailing daily work

Supt. Mahar response – Implemented logs in town vehicles 5 years ago. Also has GPS in vehicles to monitor plow routes.

- Letter from Eric Johnson AYSO Region 1674 Treasurer 11.6.2023, seeking funding support. Discussion held. \$500.00 available in 2023 budget for youth activities. A resolution for this expenditure is included on the slate of resolutions.
- Letter and materials from NYSTCA – Information for newly elected and continuing officials provided to the board.

Superintendent of Highways & Special Districts Report: Supt. Mahar provided his monthly Budget Report and Voucher Report to the Town Board. He updated the board on his department's activities including roadside mowing, placement of road tallies, and equipment readiness.

Further discussion was held on the GPS data from the town's trucks. Councilwoman Rowsam asked if that data could be used to address the concerns Mr. van den Heever has about the vehicle logs. Supt. Mahar responded that the recorded data is not stored long-term, and he believes the written logs are sufficient.

Discussion was held about debris in the road (mud, stone, etc.). If he is aware of an issue, Supt. Mahar contacts the landowner.

Old Business:

The horse hitch has been installed as are the new LED lights in the upper parking lot. Supervisor Doyle thanked the highway department for the installations.

No update was available from Northern Glass on window installation, from NYS on the status of the J-Cap grant, or the WQIP Grant.

New Business:

A letter from Volunteer Transportation Center or VTC has asked for contracts for the annual contribution the town makes to its organization. Clerk Greene worked with VTC to add language about when the annual contribution would be expected. The contracts were reviewed. Resolutions allowing for the signing of the contracts are included on the slate of resolutions.

The NYSLRS invoice for prepayment of the 2024 town contribution has been received. A resolution directing \$17,317.00 Charged to A9010.8, \$17,421.00 Charged to DA9010.8, \$15,883.00 Charged to DB9010.8 is included on the slate.

Discussion was held about labeling each fire hydrant’s flow capacity in the town water district. Supervisor Doyle has received the flow rating for the 19 hydrants and feels that to protect the water lines the capacities should be labeled. If the rings are ordered the fire chiefs of Castorland, West Carthage, and the Rutland Fire District would help install them. A resolution authorizing the purchase is included on the slate.

Discussion was held about purchasing signage plates for the office doors. Discussion was held. Clerk Greene will follow up with cost estimates and report to the board 12.18.2023.

Supervisor Doyle announced that the Town will be complying with the Secure Act 2.0 which changes contributions to NYSDCP 457b to accept ROTH contributions.

Discussion was held about a Countywide Shared Service Plan. Three public hearings will be held on the proposed plan. Items included in the plan are a portable radiation scanner for the solid waste facility, a centralized truck technician, a green waste tub grinder, Medicare Advantage program, a water project connecting Copenhagen’s Stoddard Road facility to the Carthage / West Carthage water system, loader mounted snowblower, a Real Property Office Assessor, and book de-binding equipment. Funds would come from State, County, and local governments.

Slate of Resolutions: The slate of resolutions #142 - 155 were reviewed by the Town Board.

Councilman Fazio offered a slate of resolutions 142 - 155, seconded for adoption by Councilman Jones as follows:

Resolution 142 of 2023: Initial deposit to fund the Capital Reserve Fund to finance a “Type” of Highway Equipment

WHEREAS the Town of Denmark Town Board has established a Capital Reserve Fund to finance a “Type” of Highway Equipment; and,

WHEREAS the resolution creating the Reserve Fund directs that Town Supervisor Doyle deposit \$10,000.00 from fund balance into the Reserve Fund; and,

WHEREAS the transfer of the money needs to be documented and recognized;

The Town of Denmark Town Board hereby authorizes and directs the following:

1. That \$10,000.00 be appropriated from the A Fund Balance to revenue code A599N-Appropriated Fund Balance
2. That expenditure code A9901- *General Fund* Interfund transfer be increased to \$10,000.00.
3. That revenue code DA5031- Interfund Transfer be increased by \$10,000.00.
4. That DA962N-Budget Provisions for Other Use be increased by \$10,000.00.

Resolution 143 of 2023: Budget Transfer into A1010.41 and A1910.4

From	To Budget Code	Amount to transfer
Unexpended fund balance	A 1010.41 Contractual – Town Board	\$200.00
Unexpended fund balance	A 1910.4 Contractual – Unallocated Ins.	\$243.30

Resolution 144 of 2023: Budget Transfer into B 8020.18

From	To Budget Code	Amount to transfer
Unexpended fund balance	B 8020.18 Payroll – Planning Board Secretary	\$200.00

Resolution 145 of 2023: Budget Transfer into DA 9050.8

From	To Budget Code	Amount to transfer
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Unexpended fund balance	DA 9050.8 Unemployment Insurance	\$77.40
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Resolution 146 of 2023: General Fund Abstract November 9, 2023

The Town of Denmark Town Board approves payments of General Fund Abstract #671 dated **November 9, 2023**, new claims # 222 - 235, Total of Abstract \$6,095.78.

Resolution 147 of 2023: Water District 1 Abstract November 9, 2023

The Town of Denmark Town Board approves payments of Water District Abstract #98, dated **November 9, 2023**, new claims #23 - 24, Total of Abstract \$406.00.

Resolution 148 of 2023: Highway Abstract November 9, 2023

The Town of Denmark Town Board approves payments of Highway Department, Abstract #715, dated **November 9, 2023**, new claims # 131 - 150, Total of Abstract \$33,919.27.

Resolution 149 of 2023: ProofPoint Setup, Installation and Configuration

The Town of Denmark Town Board does hereby authorize Town Clerk Prudence Greene to sign a contract with Advanced Business systems for the setup, installation, and configuration of ProofPoint to afford greater security to the Town of Denmark emails and computers at a cost of \$358.00 for the initial installation and \$40.70 per month thereafter for licensing.

Resolution 150 of 2023: Donation to AYSO Soccer Program

The Town of Denmark Town Board approves a contribution of \$ 500.00 to AYSO Region 1674 for upgrade of equipment, balls, field paint, and gift cards for student volunteers, and further directs funds to be drawn from line item A7310.4 Youth Programs in the amount of \$ 500.00.

Resolution 151 of 2023: Contract with Volunteer Transportation Center, Inc. 2023

The Town of Denmark Town Board does hereby authorize Supervisor Doyle to sign the following contract on behalf of the Town of Denmark:

THIS AGREEMENT, made effective this 1ST DAY OF JANUARY 2023, by and between the Town of Denmark, a municipal corporation created and existing pursuant to the laws of the State of New York, having its principal place of business at, 3707 Roberts Road, Carthage, NY 13619, (hereinafter referred to as "the Town") and VOLUNTEER TRANSPORTATION CENTER, INC., a corporation created and existing pursuant to the statutes of the State of New York, having its principal place of business at 24685 Route 37, Watertown, NY 13601, Jefferson County, New York, (hereinafter referred to as "VTC");

WHEREAS VTC provides transportation service to the citizens of the Town residents; and,
WHEREAS the Town is desirous of promoting opportunities for recreation among its citizens.

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

- a. The Town agrees to pay VTC the amount of \$1,100, the receipt of which is hereby acknowledged.
- b. VTC agrees to continue to provide to the citizens of the Town transportation services during the term of this contract.
- c. VTC shall procure and maintain such insurance coverage as shall be appropriate for its operations and shall indemnify and hold harmless the Town from any claim or cause of action based upon or arising out of the activities of the party-of-the-second part.
- d. This Agreement shall terminate on December 31, 2023.
- e. The Town of Denmark will pay the contracted amount before December 1st.

Resolution 152 of 2023: Contract with Volunteer Transportation Center, Inc. 2024

The Town of Denmark Town Board does hereby authorize Supervisor Doyle to sign the following contract on behalf of the Town of Denmark:

THIS AGREEMENT, made effective this 1ST DAY OF JANUARY 2024, by and between the Town of Denmark, a municipal corporation created and existing pursuant to the laws of the State of New York, having its principal place of business at, 3707 Roberts Road, Carthage, NY 13619, (hereinafter referred to as "the Town") and VOLUNTEER TRANSPORTATION CENTER, INC., a corporation created and existing pursuant to the statutes of the State of New York, having its principal place of business at 24685 Route 37, Watertown, NY 13601, Jefferson County, New York, (hereinafter referred to as "VTC");

WHEREAS VTC provides transportation service to the citizens of the Town residents; and,
WHEREAS the Town is desirous of promoting opportunities for recreation among its citizens.

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

- a. The Town agrees to pay VTC the amount of \$1,144, the receipt of which is hereby acknowledged.
- b. VTC agrees to continue to provide to the citizens of the Town transportation services during the term of this contract.
- c. VTC shall procure and maintain such insurance coverage as shall be appropriate for its operations and shall indemnify and hold harmless the Town from any claim or cause of action based upon or arising out of the activities of the party-of-the-second part.
- d. This Agreement shall terminate on December 31, 2024.
- e. The Town of Denmark will pay the contracted amount before December 1st.

Resolution 153 of 2023: Prepayment of 2024 NYSLRS bill

The Town of Denmark Town Board authorize pre-payment of the 2023 NYSLRS Annual Invoice totaling \$50,621.00 with \$17,317.00 Charged to A9010.8, \$17,421.00 Charged to DA9010.8, \$15,883.00 Charged to DB9010.8.

Resolution 154 of 2023: Purchase of Fire Hydrant Markers

The Town of Denmark Town Board does hereby authorize Supervisor Doyle to order Fire Hydrant Markers for the fire hydrants located in the Town of Denmark Water District and further directs that the money to pay for these items be drawn from budget line SW8310.4.

Resolution 155 of 2023: Payment of National Grid bill

Whereas the Town of Denmark regular monthly meeting for November 2023 was held on 11.09.2023; and, Whereas the National Grid utility bill will not be available until days after the regular monthly meeting of the Town Board; and,

Whereas the payment for the utility bill will be due weeks before the next regular meeting of the Town Board scheduled for 12.18.2023; it is,

Hereby resolved by the Town of Denmark Town Board that the utility bill due to National in early December 2023 be paid when received and listed as a paid prior claim on the December 18, 2023, General Fund Abstract.

Roll call vote recorded as follows:

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

Resolutions 142 – 155 of 2023 adopted 11.09.2023.

Being as there was no further business before the Town Board Councilman Jones made a motion, seconded by Councilwoman Rowsam, to adjourn the meeting. Vote recorded as 5 ayes, 0 no.

Meeting adjourned at 7:44pm.

Prudence L. Greene
Town of Denmark Town Clerk