

Minutes of 09.16.2024 Town Board regular meeting
Prepared by Town Clerk Prudence L. Greene

The regular monthly meeting of the Town of Denmark Town Board was held on September 16, 2024, at the Town of Denmark municipal building.

The meeting was called to order at 6:00pm by Supervisor Scott Doyle. Those present recited the Pledge of Allegiance.

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

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

Also present:

Town Clerk Prudence Greene
Supt. of Highways Pat Mahar
Dep Supt. of Highways James Der
Assessor William Vargulick (enters at 6:16pm, exits at 6:35pm)

Councilmember Wadsworth made a motion, seconded by Councilmember Jones, to accept the minutes of 08.19.2024 as prepared by Deputy Town Clerk Susan Kirch-Corey. Motion carried, 4 ayes.

Councilmember Wadsworth made a motion, seconded by Supervisor Doyle, to accept the agenda for tonight's meeting. Motion carried, 4 ayes.

There was no public comment.

Reports of Departments:

Supervisor's Report

Supervisor Doyle provided copies of the North Country CPA financial reports to the Town Board prior to the meeting. NYCLASS interest income for August was \$7,447.48 and YTD interest income is \$54,645.44.

Supervisor Doyle updated board members about the Water Quality Improvement Grant process. He has learned that the Town is eligible to receive a prepayment of \$150,000.00 upon completing some specific paperwork. Supervisor Doyle will work on that submission in the coming months. Once prepayment is received it can be used to pay down part of the bond which will lower the required interest payment due in August of 2025.

Supervisor Doyle also explained the SFS System for the WQIP Grant. Supt. Mahar has provided information about the work done by the highway department and will also provide information for the cost of the millings used in paving the pad for the salt barn.

Discussion was held on an error in adopted Resolution 109 of 2024. The error was in the budget coding for the disbursement.

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

Resolution 116 of 2024: Amend Resolution 109 of 2024, Budget line.

The Town of Denmark Town Board adopted resolution 109 of 2024 at its regular meeting held on August 19, 2024; and

When the payment was being processed, an error was discovered listing the wrong budget code for funds; and The Town of Denmark Town Board wishes to correct the error as follows:

... **It is now resolved** by the Town of Denmark Town Board that a check in the amount of \$97,488.00 be issued from the General Fund checking account, budget line **A5132.23**, payable to Fourth Coast, Inc. 745 Graves Street, Clayton NY, and

It is further directed that all other wording within the adopted resolution 109 of 2024 remain intact and in force.

Roll call vote recoded as follows:

Councilmember Wadsworth	Aye
Councilmember Jones	Aye
Councilmember Rowsam	Aye
Supervisor Doyle	Aye
Councilmember Fazio	Absent

Resolution 116 of 2024 adopted 9.18.2024.

Discussion was held on the 2025 Exemption Questionnaire from Lewis County Real Property. No action was taken. This item will be added to the October 21, 2024 meeting agenda.

The Town Board reviewed proposed Local Law 1 of 2024: A Local Law to Override the Tax Levy Limit Established in General Municipal Law 3-c.

Councilmember Wadsworth made a motion, seconded by Councilmember Jones to hold a Public Hearing of proposed Local Law 1 of 2024: A Local Law to Override the Tax Levy Limit Established in General Municipal Law 3-c on October 21, 2024 at 6:00pm during the regular monthly meeting. Vote of 4 ayes, motion carried.

Supervisor Doyle exited the meeting at 6:15pm.

Discussion was held on the timeline for budget adoption.

Supervisor Doyle and Assessor Vargulick entered the meeting at 6:16pm.

Supervisor Doyle provided the tentative budget developed at the budget work session to the Town Board. Supervisor Doyle also provided it to the town's accountant, Scott Lawrence of North Country CPAs for his review prior to this meeting. Discussion was held on various budget lines. No changes were made.

Councilmember Wadsworth made a motion, seconded by Supervisor Doyle, to accept the tentative budget as presented and declare it the Preliminary 2025 Budget. Motion carried, 4 ayes.

TOWN OF DENMARK GENERAL FUND - TOWNWIDE 2025 BUDGET WORKSHEET				TOWN OF DENMARK GENERAL FUND - TOWNWIDE 2025 BUDGET WORKSHEET			
	2023 Fiscal Budget	2024 Adopted Budget	2025 Proposed Budget	EXPENDITURES	2023 Fiscal Budget	2024 Adopted Budget	2025 Proposed Budget
REVENUES				Town board			
A1001 Real Property Taxes				A1010.1 Payroll	\$ 8,960	\$ 9,318	\$ 9,318
Tax levy	\$ 124,046	\$ 126,078	\$ 132,000	A1010.41 Contractual	\$ 400	\$ 400	\$ 750
				A1010.42 Other/contingent (website)	\$ 1,100	\$ -	\$ -
Other tax items				Justices			
A1081 Payments in lieu	\$ 263,329	\$ 256,243	\$ 260,000	A1110.11 Payroll for 2 Justices	\$ 20,790	\$ 21,622	\$ 22,487
A1080 Interest & penalties (Tax Collections)	\$ 8,000	\$ 10,000	\$ 6,500	A1110.12 Court Bailiff	\$ 3,419	\$ 3,556	\$ 3,698
Departmental income				A1110.13 Court Clerk	\$ 8,500	\$ 11,492	\$ 15,162
A1255 Clerk fees	\$ 100	\$ 100	\$ 100	A1110.14 Deputy Court	\$ 8,500	\$ 6,188	\$ 6,435.52
A1601 Public Health Fees	\$ -	\$ 300	\$ 100	A1110.41 Contractual	\$ 6,000	\$ 7,500	\$ 7,500.00
A1603 Vital Statistics Fees	\$ 300	\$ 150	\$ 50	A1110.42 Jury Trials	\$ 2,000	\$ 2,000	\$ 2,000
A2110 Zoning fees	\$ 100	\$ -	\$ -	Supervisor			
Use of property				A1220.1 Payroll	\$ 18,000	\$ 18,000	\$ 18,000
A2401 Interest & earnings	\$ 55	\$ 32,000	\$ 24,500	A1220.4 Contractual	\$ 5,000	\$ 2,000	\$ 2,500
Licenses & permits				Accounting			
A2544 Dog licenses	\$ 3,500	\$ 3,500	\$ 3,500	A1310.4 Contractual	\$ 17,500	\$ 17,500	\$ 21,600
Fines & forfeitures				Assessment			
A2610 Justice court fees	\$ 30,000	\$ 22,000	\$ 60,000	A1355.1 Payroll	\$ 20,400	\$ 21,216	\$ 21,216
Miscellaneous				A1355.2 Equipment	\$ -	\$ -	\$ -
A2655 Sales, Other				A1355.4 Contractual	\$ 4,000	\$ 3,000	\$ 2,000
A2655 Sale of Equipment				Town clerk			
A2705 Gifts				A1410.11 Payroll	\$ 33,440	\$ 33,500	\$ 34,840
A2750 Old Aims- Related Code	\$ 16,537	\$ 16,537	\$ -	A1410.12 Payroll Deputy Clerk	\$ 19,100	\$ 23,700	\$ 24,648
A3001 AIM-Related Payments 2025			\$ 16,537	A1410.2 Equipment	\$ 1,050	\$ -	\$ 1,000
A2770 Other Unclassified Revenue (DIRECT PAY f			\$ 65,284	A1410.4 Contractual	\$ 7,052	\$ 6,000	\$ 8,000
Medical Insurance Premium (Councilmar	\$ 22,349			Attorney			
State Aid, Revenue Sharing				A1420.4 Contractual	\$ 20,000	\$ 15,000	\$ 15,000
A3005 Mortgage tax	\$ 30,000	\$ 30,000	\$ 30,000	Personnel			
A4088 Federal Aid (ARPA)	\$ -	\$ -	\$ -	A1430.1 Payroll		\$ 2,400	\$ 1,500
				A1430.4 Personnel Contractual (Drug Testing)			
TOTAL REVENUES				Special Items			
511N Building Reserve Fund	\$ 498,316	\$ 496,908	\$ 598,571	A1910.4 Insurance	\$ 27,140	\$ 32,100	\$ 32,700
599N Appropriated Fund Balance	\$ -	\$ 83,000	\$ -	A1920.4 Municipal Assn Dues	\$ 1,300	\$ 1,400	\$ 1,400
TOTAL REVENUES AND APPROPRIATED FUND BALANCE				Control of dogs			
	\$ 498,316	\$ 599,908	\$ 598,571	A3510.1 Payroll	\$ 4,800	\$ 4,992	\$ 5,192
				A3510.4 Contractual	\$ 2,500	\$ 1,500	\$ 2,000

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TOWN OF DENMARK
 GENERAL FUND - TOWNWIDE
 2025 BUDGET WORKSHEET

	2023 Fiscal Budget	2024 Adopted Budget	2025 Proposed Budget
Board of Assessment			
A3610.1 Payroll	\$ 690	\$ 718	\$ 746
A3610.41 Contractual - Board payments			
A3610.42 Contractual - Other	\$ 150	\$ 150	\$ 150
Ambulance			
A4540.4 Contractual	\$ 8,747	\$ 9,184	\$ 9,735
Highway superintendent			
A5010.1 Payroll	\$ 55,385	\$ 55,385	\$ 58,700
A5010.4 Contractual	\$ 4,400	\$ 4,400	\$ 4,400
Garage			
A5132.1 Payroll	\$ 4,000	\$ 4,350	\$ 4,524
A5132.2 Garage Permanent Improvement	\$ -	\$ 113,409	\$ 58,400
A5132.4 Contractual	\$ 58,000	\$ 72,000	\$ 60,000
A5132.41 ARPA	\$ -	\$ -	\$ -
Veterans			
A6510.4 Contractual	\$ 300	\$ 300	\$ 300
Youth programs			
A7310.4 Contractual	\$ 500	\$ 500	\$ 500
Historian			
A7510.4 Contractual	\$ 100	\$ -	\$ -
Adult Recreation			
A7620.4 Volunteer Trans Ctr	\$ 1,100	\$ 1,122	\$ 1,226
Cemeteries			
A8810.2 Old Equipment Reserve Code	\$ 2,500	\$ 2,500	\$ 2,500
A882N Repairs (Cemetery) 2025			
A8810.4 Contractual	\$ 2,500	\$ 5,000	\$ 5,000
Fringe benefits			
A9010.8 State retirement	\$ 17,933	\$ 26,863	\$ 27,134
A9030.8 Social security	\$ -	\$ 16,374	\$ 17,210
A9040.8 Workers Comp	\$ -	\$ -	\$ -
A9055.8 Disability insurance	\$ -	\$ -	\$ -
A9060.8 Medical insurance CLK, SUP.	\$ 67,047	\$ 45,668	\$ 44,479
Debt Service			
A962N Serial Bond Principal	\$ -	\$ -	\$ -
Serial BAN Interest	\$ -	\$ -	\$ 27,855
Building Reserve	\$ 20,000	\$ -	\$ 15,000
A962 Other Budgetary Purposes			
TOTAL EXPENDITURES	\$ 484,303	\$ 602,308	\$ 1,763
Build Fund Balance	\$ -	\$ -	\$ 598,571

TOWN OF DENMARK
 HIGHWAY FUND - TOWNWIDE
 2025 BUDGET WORKSHEET

	2023 Fiscal Budget	2024 Adopted Budget	2025 Proposed Budget
REVENUES			
DA1001 Real Property Taxes	\$ 521,082	\$ 540,513	\$ 578,122
DA2302 Snow removal-other govts	\$ 106,524	\$ 108,468	\$ 120,346
DA2401 Interest & earnings	\$ -	\$ 8,500	\$ 7,500
DA2665 Sale of equipment	\$ -	\$ -	\$ -
DA2701 Refund Prior Year Expenses	\$ -	\$ -	\$ -
Retiree Spouse Insurance	\$ 7,004	\$ -	\$ -
TOTAL REVENUES	\$ 634,610	\$ 657,481	\$ 705,968
DA599N Appropriated fund balance	\$ -	\$ 54,000	\$ -
TOTAL REVENUES AND APPROPRIATED FUND BALANCE	\$ 634,610	\$ 711,481	\$ 705,968
EXPENDITURES			
Machinery			
DA5130.1 Payroll	\$ -	\$ -	\$ -
DA5130.2 Equipment	\$ 100,000	\$ 132,000	\$ -
DA5130.41 Contractual	\$ 55,000	\$ 49,000	\$ 50,000
DA5130.42 Tools	\$ 1,000	\$ 1,000	\$ 1,000
Brush & Weeds			
DA5140.4 Contractual	\$ 1,000	\$ -	\$ -
Snow removal			
DA5142.1 Payroll	\$ 241,456	\$ 221,500	\$ 230,360
DA5142.4 Contractual	\$ 97,500	\$ 125,000	\$ 130,000
State Retirement			
DA9010.8 State Retirement	\$ 17,421	\$ 17,095	\$ 17,266
DA9030.8 Social Security	\$ 18,471	\$ 16,945	\$ 17,623
DA9040.8 Workers Comp	\$ 13,255	\$ 18,742	\$ 14,719
DA9050.8 Unemployment Insurance	\$ -	\$ -	\$ -
DA9055.8 Disability	\$ -	\$ -	\$ -
DA9060.8 Hospital Ins	\$ 50,310	\$ 92,000	\$ 50,000
DA9070.8 Union Welfare Benefits	\$ -	\$ -	\$ -
Install Purch Debt - Principal			
DA9785.6 Install Purch Debt - Principal	\$ 36,761	\$ 37,976	\$ -
DA9785.7 Install Purch Debt - Interest	\$ 2,436	\$ 223	\$ -
DA982N HWY Equipment Reserve	\$ -	\$ 10,000	\$ 195,000
TOTAL EXPENDITURES	\$ 634,610	\$ 721,481	\$ 705,968
Unexpended Balance	\$ -	\$ -	\$ -

TOWN OF DENMARK
 GENERAL FUND - PART TOWN
 2025 BUDGET WORKSHEET

	2023 Fiscal Budget	2024 Adopted Budget	2025 Proposed Budget
REVENUES			
Real Property Taxes			
B1001 Tax levy	\$ 13,693	\$ 8,198	\$ 8,600
Vital Statistics Fees			
B1603 Departmental income	\$ 500	\$ 300	\$ 150
Zoning fees			
B2110 Zoning fees	\$ 1,500	\$ 2,200	\$ 3,500
B2401 Interest on Investments	\$ -	\$ 4,394	\$ 3,000
TOTAL REVENUES	\$ 15,693	\$ 15,092	\$ 15,250
B599N Appropriated fund balance	\$ -	\$ -	\$ -
TOTAL REVENUES AND APPROPRIATED FUND BALANCE	\$ 15,693	\$ 15,092	\$ 15,250
EXPENDITURES			
Public health			
B4010.1 Payroll	\$ -	\$ -	\$ -
Registrar of statistics			
B4020.11 Payroll	\$ 420	\$ 437	\$ 454
B4020.12 Payroll Deputy	\$ 110	\$ 115	\$ 120
B4020.4 Contractual	\$ -	\$ -	\$ -
Zoning			
B8010.1 Payroll - Code Enforcement	\$ 4,500	\$ 3,500	\$ 3,500
B8010.4 Contractual - Zoning	\$ 1,000	\$ 500	\$ 750
Planning Board			
B8020.1 Payroll - Planning Bd	\$ 6,761	\$ 7,031	\$ 7,313
B8020.1 Payroll Planning Other	\$ -	\$ -	\$ -
B8020.18 Planning Secretary	\$ -	\$ 150	\$ 250
B8020.4 Contractual - Planning Bd	\$ 2,000	\$ 1,500	\$ 1,500
Fringe benefits			
B9030.8 Social security	\$ 902	\$ 859	\$ 890
B962N Other Budgetary Purposes	\$ -	\$ 1,000	\$ 473
TOTAL EXPENDITURES	\$ 15,693	\$ 15,092	\$ 15,250
Unexpended Balance	\$ -	\$ (U)	\$ 0

TOWN OF DENMARK
 HIGHWAY FUND - PART TOWN
 2025 BUDGET WORKSHEET

	2023 Fiscal Budget	2024 Adopted Budget	2025 Proposed Budget
REVENUES			
DB1001 Real Property Taxes	\$ 314,338	\$ 327,067	\$ 350,459
DB2401 Interest & earnings	\$ -	\$ 11,000	\$ 7,700
DB3501 State aid - CHPs	\$ 116,522	\$ 132,162	\$ 116,522
Pop - Pave NY - EWR	\$ 77,695	\$ 77,695	\$ 77,695
TOTAL REVENUES	\$ 508,555	\$ 547,924	\$ 552,376
Appropriated fund balance	\$ 52,695	\$ -	\$ -
TOTAL REVENUES AND APPROPRIATED FUND BALANCE	\$ 561,250	\$ 547,924	\$ 552,376
EXPENDITURES			
Highway repairs			
DB5110.1 Payroll - Maintenance of Roads	\$ 131,503	\$ 122,252	\$ 127,753
DB5110.41 Contractual - Maintenance of Roads	\$ 125,000	\$ 125,900	\$ 150,000
DB5110.42 Contractual - Maint of Rds (Rd Signs)	\$ 2,000	\$ 2,000	\$ 2,000
Permanent Improvements			
DB5112.4 Contractual - Permanent Improvements	\$ 194,217	\$ 209,857	\$ 132,162
State Retirement			
DB9010.8 State Retirement	\$ 15,883	\$ 17,095	\$ 17,266
DB9030.8 Social Security	\$ 9,916	\$ 9,352	\$ 9,773
DB9040.8 Workers Comp	\$ 13,256	\$ 18,738	\$ 14,719
DB9050.8 Unemployment Ins	\$ -	\$ -	\$ -
DB9055.8 Disability	\$ -	\$ -	\$ -
DB9060.8 Medical Ins	\$ 69,475	\$ 42,730	\$ 74,000
DB9070.8 Union Welfare Benefits	\$ -	\$ -	\$ -
DB992 Other Budgetary Purposes	\$ -	\$ -	\$ 24,703
TOTAL EXPENDITURES	\$ 561,250	\$ 547,924	\$ 552,376
Unexpended Balance	\$ -	\$ -	\$ -

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TOWN OF DENMARK FIRE PROTECTION DISTRICT 2025 BUDGET WORKSHEET				
		2023 Fiscal Budget	2024 Adopted Budget	2025 Proposed Budget
REVENUES				
SF1001	Real Property Taxes	\$ 151,000	\$ 153,880	\$ 154,000
TOTAL REVENUES		\$ 151,000	\$ 153,880	\$ 154,000
Appropriated fund balance				
TOTAL REVENUES AND APPROPRIATED FUND BALANCE		\$ 151,000	\$ 153,880	\$ 154,000
EXPENDITURES				
Fire protection				
SF3410.4	Contractual	\$ 151,000	\$ 153,880	\$ 154,000
	Fire Protection District 221	\$ 88,605	\$ 89,977	\$ 80,000
	Fire Protection District 222	\$ 23,628	\$ 24,281	\$ 34,000
	Fire Protection District 223			\$ 40,000
	Fire Protection District 223 - R	\$ 16,880	\$ 36,946	\$ -
	Fire Protection District 223 - C	\$ 15,215	\$ 9,987	\$ -
	Fire Protection District 223 - WC	\$ 26,672	\$ 12,689	\$ -
	Total	\$ 151,000	\$ 153,880	\$ 154,000
TOTAL EXPENDITURES		\$ 151,000	\$ 153,880	\$ 154,000
Unexpended Balance				

TOWN OF DENMARK WATER DISTRICTS 2025 BUDGET WORKSHEET				
		2023 Fiscal Budget	2024 Adopted Budget	2025 Proposed Budget
REVENUES				
SW2140	Water sales	\$ 20,000	\$ 20,000	\$ 20,000
SW2144	EDUs	\$ 15,675	\$ 16,296	\$ 16,986
SW2148	Interest & penalties	\$ 160	\$ 300	\$ 300
SW2378	Water Services OG	\$ 7,500	\$ 7,500	\$ 7,500
SW2401	Interest on Investments		\$ 2,900	\$ 1,450
TOTAL REVENUES		\$ 43,335	\$ 46,996	\$ 46,236
Appropriated fund balance				
TOTAL REVENUES AND APPROPRIATED FUND BALANCE		\$ 43,335	\$ 46,996	\$ 46,236
EXPENDITURES				
Water administration				
SW8310.11	Superintendent Payroll	\$ 1,550	\$ 1,550	\$ 1,612
SW8310.12	Water Clerk-PR	\$ 1,280	\$ 1,331	\$ 1,384
SW8310.4	Contractual	\$ 3,000	\$ 3,000	\$ 3,000
Source of supply				
SW8320.4	Contractual	\$ 20,000	\$ 15,000	\$ 15,000
Fringe benefits				
SW9030.8	Social security	\$ 215	\$ 215	\$ 223
Bond Anticipation Note				
SW9730.8	Principal	\$ -	\$ -	\$ -
SW962N	Other Budgetary Purposes	\$ -	\$ 8,530	\$ 7,647
SW9790.6	Principal	\$ 17,290	\$ 17,370	\$ 17,370
TOTAL EXPENDITURES		\$ 43,335	\$ 46,996	\$ 46,236
Unexpended Balance				

TOWN OF DENMARK

REAL PROPERTY TAX SUMMARY 2025 BUDGET WORKSHEET					
		2023 Fiscal Budget	2024 Adopted Budget	2025 Proposed Budget	
TOWN WIDE					
	General Fund	\$ 124,046	\$ 126,078	\$ 132,000	4.7%
	Highway Fund	\$ 521,082	\$ 540,513	\$ 578,122	7.0%
	TOTAL TOWN WIDE	\$ 645,128	\$ 666,591	\$ 710,122	6.5%
PART TOWN					
	General Fund	\$ 13,693	\$ 8,188	\$ 6,600	4.9%
	Highway Fund	\$ 314,338	\$ 327,067	\$ 350,459	7.2%
	Fire Protection	\$ 151,000	\$ 153,880	\$ 154,000	0.1%
	TOTAL PART TOWN	\$ 479,031	\$ 489,145	\$ 513,059	4.9%
	GRAND TOTALS	\$ 1,124,159	\$ 1,155,736	\$ 1,223,181	5.8%
	Town wide	\$ 184,118,389	\$ 165,981,476	\$ 167,982,394	1.19%
	Part town	\$ 124,219,490	\$ 125,048,350	\$ 126,391,812	1.04%
	Fire protection dist	\$ 244,638,160	\$ 245,548,030	\$ 249,429,456	1.58%
TAX RATES PER \$1,000					% increase/decrease(s)
	Town wide	\$ 3.930870	\$ 4.016057	\$ 4.227360	5.3%
	Part town	\$ 2.640737	\$ 2.681083	\$ 2.841740	6.0%
	Fire protection dist	0.617238	0.626679	0.617409	-1.0%
	TOTAL	\$ 7.188845	\$ 7.323819	\$ 7.686509	4.719%

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THIS AGREEMENT, made the ____ day of _____, 20____, 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", 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 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.

The District shall be divided into three (3) 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), Fire 223 (Protected by Town of Rutland Fire Company). During the period of this agreement. 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.

Contract Year January 1, 2025 - December 31, 2025

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**TOWN OF DENMARK FIRE PROTECTION CONTRACT WITH
VILLAGE OF CASTORLAND
FIRE PROTECTION DISTRICT 221 & FIRE PROTECTION DISTRICT 223C
EFFECTIVE DATES 1/1/2025 – 12/31/2025**

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, 2025 and shall continue until December 31, 2025 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.

Contract Year January 1, 2025 - December 31, 2025

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**TOWN OF DENMARK FIRE PROTECTION CONTRACT WITH
VILLAGE OF CASTORLAND
FIRE PROTECTION DISTRICT 221 & FIRE PROTECTION DISTRICT 223C
EFFECTIVE DATES 1/1/2025 – 12/31/2025**

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. GROUPS 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.

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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.

Contract Year January 1, 2025 - December 31, 2025

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**TOWN OF DENMARK FIRE PROTECTION CONTRACT WITH
VILLAGE OF CASTORLAND
FIRE PROTECTION DISTRICT 221 & FIRE PROTECTION DISTRICT 223C
EFFECTIVE DATES 1/1/2025 – 12/31/2025**

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, 2025.
- 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.

Contract Year January 1, 2025 - December 31, 2025

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**TOWN OF DENMARK FIRE PROTECTION CONTRACT WITH
VILLAGE OF CASTORLAND
FIRE PROTECTION DISTRICT 221 & FIRE PROTECTION DISTRICT 223C
EFFECTIVE DATES 1/1/2025 – 12/31/2025**

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.

Contract Year January 1, 2025 - December 31, 2025

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**TOWN OF DENMARK FIRE PROTECTION CONTRACT WITH
VILLAGE OF CASTORLAND
FIRE PROTECTION DISTRICT 221 & FIRE PROTECTION DISTRICT 223C
EFFECTIVE DATES 1/1/2025 – 12/31/2025**

Town of Denmark

Minutes of 09.16.2024 Town Board regular meeting
Prepared by Town Clerk Prudence L. Greene

Scott M. Doyle, Supervisor

STATE OF NEW YORK
COUNTY OF LEWIS) SS: On this _____ day of _____, 20____, before me personally came **Scott M. Doyle**, to me known and known to me to be the person described in and who executed the foregoing instrument and he/she acknowledged to me that he/she executed the same.

Notary Public

Village of Castorland

Heidi Lehmann, Mayor

STATE OF NEW YORK
COUNTY OF LEWIS) SS: On this _____ day of _____, 20____, before me personally came **Heidi Lehmann**, to me known and known to me to be the person described in and who executed the foregoing instrument and he/she acknowledged to me that he/she executed the same.

Notary Public

Contract Year January 1, 2025 - December 31, 2025

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**TOWN OF DENMARK FIRE PROTECTION CONTRACT WITH
VILLAGE OF CASTORLAND
FIRE PROTECTION DISTRICT 221 & FIRE PROTECTION DISTRICT 223C
EFFECTIVE DATES 1/1/2025 – 12/31/2025**

Fire Protection District 221, Schedule A: \$80,000. Payable to the Village of Castorland

Contract Year January 1, 2025 - December 31, 2025

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**TOWN OF DENMARK FIRE PROTECTION CONTRACT WITH
TOWN OF RUTLAND FIRE DISTRICT
FIRE PROTECTION DISTRICT 223
EFFECTIVE DATES 1/1/2025 – 12/31/2025**

THIS AGREEMENT, made the ____ day of _____, 20____, 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 223", hereinafter called the "District 223", 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 223. 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 three (3) 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 223 (Protected by Town of Rutland Fire District)**, Denmark Fire Protection District 222 (Protected by Village of

Contract Year January 1, 2025 - December 31, 2025

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**TOWN OF DENMARK FIRE PROTECTION CONTRACT WITH
TOWN OF RUTLAND FIRE DISTRICT
FIRE PROTECTION DISTRICT 223
EFFECTIVE DATES 1/1/2025 – 12/31/2025**

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Prepared by Town Clerk Prudence L. Greene

West Carthage Fire Department), Denmark Fire Protection District 221 (Protected by Village of Castorland Fire Company). 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, 2025, and shall continue until December 31, 2025 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.

Contract Year January 1, 2025 - December 31, 2025

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**TOWN OF DENMARK FIRE PROTECTION CONTRACT WITH
TOWN OF RUTLAND FIRE DISTRICT
FIRE PROTECTION DISTRICT 223
EFFECTIVE DATES 1/1/2025 – 12/31/2025**

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. GROUNDS 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 is such default, nor shall it affect any subsequent default of the same or a different nature. All rights and remedies herein conferred shall be in addition to and not exclusive of all other rights or remedies now or hereafter existing at law or in equity.

Contract Year January 1, 2025 - December 31, 2025

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**TOWN OF DENMARK FIRE PROTECTION CONTRACT WITH
TOWN OF RUTLAND FIRE DISTRICT
FIRE PROTECTION DISTRICT 223
EFFECTIVE DATES 1/1/2025 – 12/31/2025**

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:

- 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

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Prepared by Town Clerk Prudence L. Greene

said firefighter.

- The Town of Rutland Fire District will provide annual budget by October 15, 2025.
- 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.

Contract Year January 1, 2025 - December 31, 2025

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**TOWN OF DENMARK FIRE PROTECTION CONTRACT WITH
TOWN OF RUTLAND FIRE DISTRICT
FIRE PROTECTION DISTRICT 223
EFFECTIVE DATES 1/1/2025 – 12/31/2025**

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.

Contract Year January 1, 2025 - December 31, 2025

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**TOWN OF DENMARK FIRE PROTECTION CONTRACT WITH
TOWN OF RUTLAND FIRE DISTRICT
FIRE PROTECTION DISTRICT 223
EFFECTIVE DATES 1/1/2025 – 12/31/2025**

Town of Denmark

Scott M. Doyle, Supervisor

STATE OF NEW YORK)
COUNTY OF LEWIS) SS: On this _____ day of _____, 20____, before me personally came **Scott M. Doyle**, to me known and known to me to be the person described in and who executed the foregoing instrument and he/she acknowledged to me that he/she executed the same.

Notary Public

Town of Rutland Fire District

Brian Tanner, Commissioner Chairman

STATE OF NEW YORK)
COUNTY OF LEWIS) SS: On this _____ day of _____, 20____, before me personally came **Brian Tanner**, to me known and known to me to be the person described in and who executed the foregoing instrument and he/she acknowledged to me that he/she executed the same.

Notary Public

Contract Year January 1, 2025 - December 31, 2025

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**TOWN OF DENMARK FIRE PROTECTION CONTRACT WITH
TOWN OF RUTLAND FIRE DISTRICT
FIRE PROTECTION DISTRICT 223
EFFECTIVE DATES 1/1/2025 – 12/31/2025**

Fire Protection District 223, Schedule A: \$40,000, Payable to the Town of Rutland Fire District

Contract Year January 1, 2025 - December 31, 2025

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**TOWN OF DENMARK FIRE PROTECTION CONTRACT WITH
VILLAGE OF WEST CARTHAGE
FIRE PROTECTION DISTRICT 222 & FIRE PROTECTION DISTRICT 223WC
EFFECTIVE DATES 1/1/2025 – 12/31/2025**

THIS AGREEMENT, made the ____ day of _____, 20____, 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", 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 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 (3) zones, which is hereby incorporated in and made a part of this Agreement, said zones being designated by, **Denmark Fire Protection District 222 (Protected by Village of West Carthage Fire Department)** and Denmark Fire Protection District 221 (Protected by Castorland Fire Company) and Denmark Fire Protection District 223 (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.

Contract Year January 1, 2025 - December 31, 2025

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**TOWN OF DENMARK FIRE PROTECTION CONTRACT WITH
VILLAGE OF WEST CARTHAGE
FIRE PROTECTION DISTRICT 222 & FIRE PROTECTION DISTRICT 223WC
EFFECTIVE DATES 1/1/2025 – 12/31/2025**

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, 2025, and shall continue until December 31, 2025 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.

Minutes of 09.16.2024 Town Board regular meeting
Prepared by Town Clerk Prudence L. Greene

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.

Contract Year January 1, 2025 - December 31, 2025

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**TOWN OF DENMARK FIRE PROTECTION CONTRACT WITH
VILLAGE OF WEST CARTHAGE
FIRE PROTECTION DISTRICT 222 & FIRE PROTECTION DISTRICT 223WC
EFFECTIVE DATES 1/1/2025 – 12/31/2025**

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.

Contract Year January 1, 2025 - December 31, 2025

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**TOWN OF DENMARK FIRE PROTECTION CONTRACT WITH
VILLAGE OF WEST CARTHAGE
FIRE PROTECTION DISTRICT 222 & FIRE PROTECTION DISTRICT 223WC
EFFECTIVE DATES 1/1/2025 – 12/31/2025**

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 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, 2025.
- 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

Minutes of 09.16.2024 Town Board regular meeting
Prepared by Town Clerk Prudence L. Greene

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.

Contract Year January 1, 2025 - December 31, 2025

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**TOWN OF DENMARK FIRE PROTECTION CONTRACT WITH
VILLAGE OF WEST CARTHAGE
FIRE PROTECTION DISTRICT 222 & FIRE PROTECTION DISTRICT 223WC
EFFECTIVE DATES 1/1/2025 – 12/31/2025**

Town of Denmark

Scott M. Doyle, Supervisor

STATE OF NEW YORK)
COUNTY OF LEWIS) SS: On this _____ day of _____, 20____, before me personally came Scott M. Doyle, to me known and known to me to be the person described in and who executed the foregoing instrument and he/she acknowledged to me that he/she executed the same.

Notary Public

Village of West Carthage

Scott Burto, Mayor

STATE OF NEW YORK)
COUNTY OF LEWIS) SS: On this _____ day of _____, 20____, before me personally came Scott Burto, to me known and known to me to be the person described in and who executed the foregoing instrument and he/she acknowledged to me that he/she executed the same.

Notary Public

Contract Year January 1, 2025 - December 31, 2025

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**TOWN OF DENMARK FIRE PROTECTION CONTRACT WITH
VILLAGE OF WEST CARTHAGE
FIRE PROTECTION DISTRICT 222 & FIRE PROTECTION DISTRICT 223WC
EFFECTIVE DATES 1/1/2025 – 12/31/2025**

WEST CARTHAGE FIRE DEPARTMENT, FIRE PROTECTION DISTRICT 222, SCHEDULE A: \$34,000

Contract Year January 1, 2025 - December 31, 2025

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Supervisor Doyle made a motion, seconded by Councilmember Rowsam, the Town of Denmark Town Board hold its Public Hearings of the Preliminary 2025 Budget and the proposed Fire Protection Contracts on 10.21.2024 at 6:10pm. Vote of 4 ayes, motion carried.

Assessor’s Report

Minutes of 09.16.2024 Town Board regular meeting
Prepared by Town Clerk Prudence L. Greene

Assessor Vargulick led a discussion about the current low-income senior exemption. Supervisor Doyle has reached out to Candy Aiken at the Lewis County Office of Real Property for more information about the way the exemption is applied by Lewis County. No action taken.

Assessor Vargulick also spoke to the board about his intention to retire in the fall of 2025. Supervisor Doyle advised that Denmark may be able to implement a Memorandum of Understanding (MOU) with Lewis County for assessor services after Mr. Vargulick retires.

Mr. Vargulick exited the meeting at 6:35pm.

Town Clerks Report

Clerk Greene provided copies of her August 2024 Clerk's Report to the board before the meeting. Councilmember Jones asked for clarification on the A5132.4, Contractual Town Garage, Rebate / Reimbursement in the amount of \$782.40. This is LGEG grant money for new parking lot lights installed by the highway department. No further questions were asked.

Clerk Greene provided the abstracts of bills to the board prior to the meeting for their review.

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

Resolution 117 of 2024: General Fund Abstract 683, September 16, 2024

The Town of Denmark Town Board approves payments of General Fund Abstract #683, Dated September 16, 2024. Claims # 193 - 214, Total of Abstract \$232,566.90.

Roll call vote recoded as follows:

Councilmember Wadsworth	Aye	
Councilmember Jones	Aye	
Councilmember Rowsam	Aye	
Supervisor Doyle	Aye	
Councilmember Fazio	Absent	Resolution 117 of 2024 adopted 9.18.2024.

Councilmember Jones offered a resolution, seconded for adoption by Councilmember Rowsam as follows:

Resolution 118 of 2024: Water District 1 Abstract 108, September 16, 2024

The Town of Denmark Town Board approves payments of Water District 1 Abstract #108, Dated September 16, 2024. New Claims #18-19, Total of Abstract \$85.00.

Roll call vote recoded as follows:

Councilmember Wadsworth	Aye	
Councilmember Jones	Aye	
Councilmember Rowsam	Aye	
Supervisor Doyle	Aye	
Councilmember Fazio	Absent	Resolution 118 of 2024 adopted 9.18.2024.

Councilmember Rowsam offered a resolution, seconded by Councilmember Wadsworth, as follows:

Resolution 119 of 2024: Highway Abstract 725, September 16, 2024

The Town of Denmark Town Board approves payments of Highway Department Abstract #725, Dated September 16, 2024. New Claims #104 – 118, Total of Abstract \$242,385.92.

Roll call vote recoded as follows:

Councilmember Wadsworth	Aye	
Councilmember Jones	Aye	
Councilmember Rowsam	Aye	
Supervisor Doyle	Aye	
Councilmember Fazio	Absent	Resolution 119 of 2024 adopted 9.18.2024.

Town Clerk Greene also provided the following to the Town Board prior to the meeting:

- Dog Control Report for August
- Zoning Report for August 2024
- Planning Board minutes of 9.3.2024
- RACOG Report for September 2024
- 2024 NYSACC Conference information

The Village of Copenhagen has planned a harvest festival and parade on 09.28.2024 at 5:30pm. DCO Lindsey Hess will participate in the parade on behalf of Denmark. Councilmember Wadsworth made a motion, seconded

by Councilmember Jones, that candy be purchased for DCO Hess to hand out during the parade using funds from budget code A7310.4.

Superintendent of Highways & Special Districts

Superintendent Mahar provided an update on his department's activities. The Ridge Road, Harris Road and Fuller Road have all been chip sealed and road signs are being straightened throughout the town. Supt. Mahar and Dylan Smith will attend the Highway Conference later this month. Hybrid Building Solutions will be on site in October to begin building the new salt barn.

Supt. Mahar has also been working on completing the lead line survey for NYSDOH. He is completing the information for the connections into homes and expects to have it completed for submission soon.

Old Business

Supervisor Doyle has received information that the NYS DOT has hired Powis Construction to complete the repairs to the highway garage caused by NYS DOT.

Kovach Land Surveying has nearly completed the survey and mapping of the Mud Street Cemetery. Stakes have been placed and we should have the survey maps in October.

Supervisor Doyle contacted Mike McLane of M&M Contracting to get an estimate for gutter installation on the highway garage and office building. Discussion was held on drainage issues that could be caused by the downspouts. Concern was raised that the runoff could flood the highway garage. No action taken.

New Business

Peaches Libkie and Dan Buck have requested that they be allowed to connect to Water District 1. They wish to connect to the system near the fire hydrant located on Roberts Road near the corner of their parcel. Clerk Greene will contact Atty. Burrows for information on district boundaries and possibly adding a parcel to Water District 1.

Supervisor Doyle made a motion, seconded by Councilmember Wadsworth, that he be allowed to contact the Village of Copenhagen to seek approval for a new connection for the Libkie/Buck property. Vote of 4 ayes, motion carried.

Supervisor Doyle discussed the Clean Energy Communities (CEC) Grant. Municipalities that complete CEC actions earn points that make them eligible to apply for CEC grants. The recently installed solar array on the highway garage earns 1,300 points, and 1,000 points makes the town eligible for a \$10,000 grant. Discussion was held. Supervisor Doyle made a motion, seconded by Councilmember Jones, that he (Supervisor Doyle) be allowed to apply for a Clean Energy Communities grant in the amount of \$10,000.00 for a custom project. Vote of 4 ayes, motion carried.

Councilmember Wadsworth provided information on Muni-Link billing software. Discussion was held on the subscription-based system. It is cloud based and can be used for utility billing. Clerk Greene will review the information and set up a demo of the product and report back to the Town Board.

Supervisor Doyle reported that National Grid still needs to complete the changeover at our facility to use solar power. Councilmember Rowsam advised that Elaine Avallone from the newspaper would like to be notified when the fire departments come for training with the solar array.

Supt. Mahar noted to the Supervisor that several lightbulbs need replaced in the lower level of the office building. Supervisor Doyle will take care of it.

Being as there was no further business before the Town Board Councilmember Wadsworth made a motion to adjourn the meeting. His motion was seconded by Councilmember Jones. Vote of 4 ayes, motion carried.

Meeting adjourned at 7:00pm.

Prudence L. Greene
Town of Denmark Town Clerk