

**DRAFT**

- 1) REGULAR BOARD MEETING, TOWN OF PIERCEFIELD, January 9, 2020
- 2) A regular board meeting of the Town of Piercefield was held on January 9, 2020 at 7:30 PM at the Piercefield Town Hall with the following members present:  
Supervisor Neil Pickering  
Councilman Larry Boeye  
Councilman John Lewis  
Councilwoman Amy Lalonde  
Councilwoman Gina Sarazen  
OTHERS PRESENT: Town Clerk Donald Mauer, Assessor/CEO Flora McCuen, Fire Chief Richard Riley, Stanley Lewis

- 3) Pledge of Allegiance  
The meeting was opened with the Pledge of Allegiance led by Supervisor Neil Pickering.

- 4) Public Hearing, Fire Company Contract  
Supervisor Pickering convened a public hearing at 7:37 pm on the Fire Company Contract for 2020. No one wished to be heard. The public hearing was closed at 7:38pm.

- 5) Approval of Minutes  
On a motion by Councilman Lewis, seconded by Councilman Boeye, the minutes of December 12, 2019 as presented by the Town Clerk be approved with the following addition: Item 277) Town Historian to report annually also: AYES: Supervisor Pickering, Councilpersons Lewis, Lalonde, Sarazen, Boeye. NAYS: 0 Approved with addition.

- 6) Monies Received

General

Mortgage Tax	\$2,393.31
Transfer Station Fees	\$1,946.00
State Comptroller	\$6,124.00
(SLC) Sale of Forest Products (Stumpage)	\$99.18
<u>Highway</u>	
CHIPS	\$37,384.86

**Privilege of Floor**

- 7) Highway  
The Highway crew has been actively plowing and sanding all roads. Two culverts have been installed on the Carriage road. They have been working on the motor from the Fire Dept. to go into the Ford F550.
- 8) Code Enforcement Officer (CEO) and Assessor Reports, December, 2019  
Assessor/CEO Flora McCuen reported her attendance at the Assessors' meeting in DeKalb Junction where she was re-elected as County President. She reported also that there was no Code Enforcement activity for the month.
- 9) New Fire Station  
Fire Chief Richard Riley is still waiting to hear from the lawyer. Disposition of the old building has not been determined.

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- 10) Complaint Form for Code Enforcement/Property Maintenance  
Councilman Boeye noted that part of the problem with the enforcement of the Property Maintenance Law is that there is not a proper paper trail at the beginning. He proposed that a complaint form be set up so that residents can initiate the process with the Code Enforcement Officer (CEO). He and Town Clerk Don Mauer will work with CEO Flora McCuen on formatting and content. Once finalized, the form will be put up on the Website ([www.piercefield.org](http://www.piercefield.org)) for public access.

**Old Business**

- 11) Highway Safety Coordinator  
Supervisor Pickering reported that Highway Superintendent Jay Rust had been conducting the required safety training during the year 2019. Town Bookkeeper Gina Bell will be instructed to pay him the \$500.00 approved for the service.
- 12) Dilapidated Fence  
Supervisor Pickering reported that Brookfield Power had replaced the old fence with new, after about 50 phone calls from him.
- 13) Vacancies  
The Board of Assessment Review and Town Historian positions remain vacant. These positions are paid a nominal salary. Interested persons should contact Supervisor Pickering or any Board Member. Town Clerk will run the ad again with salary information.
- 14) Tree Cutting  
The APA has stated they have no jurisdiction over the installation of the power lines along the Mt. Arab road, so the power company can cut the trees there at will. There is nothing the Town can do about it.
- 15) Bookkeeping Software  
On a motion by Councilman Boeye, seconded by Councilman Lewis, Town Bookkeeper Gina Bell be approved to simplify process with the new software by having just two accounts, General, and Trust-and-Agency: ) AYES: Supervisor Pickering, Councilpersons Lewis, Lalonde, Sarazen, Boeye. NAYS: 0 Approved.

**New Business**

- 16) Senior Citizen Exemption  
On a motion by Councilman Lewis, seconded by Councilwoman Amy Lalonde, the income ceiling limit on the Senior Citizen Exemption will remain at \$20,000 the same as in 2019: AYES: Supervisor Pickering, Councilpersons Lewis, Lalonde, Boeye, Sarazen. NAYS: 0 Approved. Town Clerk Don Mauer will send a letter to SLC Real Property.
- 17) Supervisor's Appointments  
On a motion by Councilman Lewis, seconded by Councilwoman Gina Sarazen, the following Supervisor's Appointments be approved: AYES: Supervisor Pickering, Councilpersons Lewis, Lalonde, Sarazen, Boeye. NAYS: 0 Approved.

**Supervisor/Council Appointments 2020**

Deputy Town Supervisor:	Larry Boeye (1/1/20-12/31/2021)
Deputy Town Clerk:	Vacant (1/1/20-12/31/2020)
Bookkeeper:	Gina Bell (1/1/20-12/31/2020)
Registrar of Vital Statistics:	Donald Mauer (1/1/20-12/31/2021)

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- Deputy Registrar: Linda Pickering (1/1/20-12/31/2020)
- Building Code Enforcement Officer: Flora McCuen (1/1/20-12/31/2020)
- Health Officer: SLC Dept of Public Health (1/1/20-12/31/2020)
- Planning Board Member: Dick Bentley (4/11/19-12/31/2020) ) unexpired term
- Board of Assessment Review: Vacant (10/1/19 – 9/30/2024)
- Court Clerk: Bridgette LaPierre (1/1/20-12/31/2020)
- Dog Control Officer: Ronda Williams (1/1/20-12/31/2020)
- Town Historian: Vacant
- Caretaker of Cemetery: Roy Benware
- Cemetery Committee: Neil Pickering, Patricia Reandeau, Tom Cullen, Roger Hassler, Mark McCuen, Roy Benware, Linda Pickering
- Town Safety Committee: Vacant (Chairman), Neil Pickering, Vacant, Marvin Pickering Jr., Jay Rust
  
- Highway Safety Coordinator: Jay Rust
- Town Insurance: Belleville & Associates
- Town Attorney: Kirk Gagnier, Esq.
- Town Justice: Jonn Kopp (1/1/2020-12/31/2023)
  
- Salary paid yearly to: Town Board, Historian, Dog Control Officer, Deputy Supervisor, Highway Safety Coordinator
- Salary paid monthly to: Assessor, Code Enforcement Officer, Clerk, Bookkeeper, Justice, Court Clerk, Supervisor, Attorney
  
- Travel Cost Allowance (IRS): \$0.575/mile, effective 1/1/20
- Per Day Allowance: \$50.00/day
- Board Meetings: 2nd Thursday @ 7:30 PM at Town Hall
- Official Newspaper: Tupper Lake Free Press
- Voting Machine Custodian: SLC Board of Elections
- Official Bank: Community Bank, NA
- Petty Cash Funds: Town Clerk: \$200.00 (actual cash)  
Town Hwy Supt: \$500.00 w/o prior Board approval  
Town Supervisor: \$200.00 w/o prior Board approval
  
- Councilman Assignments:
  - Water Districts: John Lewis
  - Transfer Station: Gina Sarazen
  - Youth, Parks & Rec: Amy Lalonde
  - Hwy Dept. Liaison: Larry Boeye

18) Budget Adjustments

On a motion by Councilman Boeye, seconded by Councilman Lewis, the following Budget Adjustments from December 2019 be approved AYES: Supervisor Pickering, Councilpersons Lewis, Lalonde, Boeye, Sarazen

**BUDGET ADJUSTMENTS December 31, 2019**

**HIGHWAY**

**ADD**

DA9060.8	Health Ins. Premium	\$6677.96	
A5140.4	Contractual	\$5493.31	
<b>TOTAL</b>			<b>\$12,171.27</b>

**DEDUCT**

DA915	Fund Balance Unassigned	\$2968.01	
DA914	Fund Balance Assigned	\$2968.01	
<b>TOTAL</b>			<b>\$12,171.27</b>

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19) Retirement Reporting Resolution

On a motion by Councilman Lewis, seconded by Councilwoman Amy Lalonde, the following resolution be adopted: AYES: Supervisor Pickering, Councilpersons Lewis, Lalonde, Boeye, Sarazen. NAYS: 0 Adopted.

**RESOLUTION NO.: 1-01-2020**

**DATED: January 9, 2020**

**RESOLUTION SETTING STANDARD WORK DAY AND REPORTING**

**RESOLVED**, that the Town Board of the Town of Piercefield hereby authorizes the following as standard work days for elected and appointed officials and will report the following days worked to the New York State and Local Employees' Retirement System based on the record of activities maintained and submitted by these officials to the clerk of this body:

Title	Name	SSN (Last 4 digits)	Reg. #	Std Work Day	Term begins/ends	Participates in Employer's Time Keeping System (Y/N)	Days/Month (based on Record of Activities)
<b>Elected Officials</b>							
Highway Superintendent	Jay Rust	xxxx	37528676	8 hr	01/20- 12/31/23	N	22.09
<b>Appointed Officials</b>							
Town Bookkeeper	Gina M. Bell	xxxx	62782263	6 hr	1/20- 12/31/20	N	10.85

20) Fire Company Agreement

On a motion by Councilman Lewis, seconded by Councilman Boeye, the following resolution be adopted: AYES: Supervisor Pickering, Councilpersons Lewis, Lalonde, Boeye, Sarazen. NAYS: 0 Adopted.

**RESOLUTION NO.: 02-01-2020**

**DATED: January 9, 2020**

**AGREEMENT**

**THIS AGREEMENT** made this 1st day of December, 2019, between the TOWN OF PIERCEFIELD, St. Lawrence County New York, hereinafter designated as the "Town" and the PIERCEFIELD VOLUNTEER FIRE COMPANY, INC. of Piercefield, New York, hereinafter designated as the "FIRE COMPANY".

**WITNESSETH**

**WHEREAS**, there has been duly established in the Town a fire protection District known as "TOWN OF PIERCEFIELD FIRE PROTECTION DISTRICT" (hereinafter referred to as the "District"), encompassing the entire territory of the Town, pursuant to the Resolution establishing such District and duly adopted by the Town Board of the Town on August 7<sup>th</sup>, 1951, and the Order of the Town Board confirming the establishment of the District dated March 11<sup>th</sup>, 1997, and

**WHEREAS**, following a public hearing on January 9, 2020, duly called, the said Town Board authorizes the Town Supervisor to enter into a contract with the Fire Company for fire protection to said District upon the terms and provisions herein set forth, and

**WHEREAS**, this Agreement has also been duly authorized by the Board of Directors of the Fire Company,

**NOW THEREFORE**, The Town does engage the Fire Company to furnish fire protection to said District and the Fire Company agrees to furnish such protection in the following manner:

1. The Fire Company shall at all times during the period of this Agreement be subject to call for attendance upon any fire occurring in such District and when notified by alarm or telephone call from any person of a fire within the District, the Fire Company shall respond and attend upon the fire without delay with suitable ladder, pumping and hose apparatus of the Fire Company. Upon arriving at the scene of the fire, the foreman of the Fire Company attending shall proceed diligently and in every way reasonably suggested to the extinguishment of the fire and the saving of life and property in connection therewith.

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2. In consideration of the furnishing of aid and the use of its apparatus as aforesaid, the Fire Company shall receive from the Town the sum of \$51,400.00 annually payable on or before February 1<sup>st</sup> annually. The Town may furnish gas and/or diesel fuel to the Fire Company for its vehicles and equipment in the amount of \$1,000.00 annually, the determined value of which shall be provided in lieu of a portion of the foregoing compensation. The value of any gas and/or diesel fuel furnished by the Town to the Fire Company shall be deducted from the payment due the Fire Company the following year.

3. All monies to be paid under the provisions of the Agreement shall be charged upon said District to be assessed and levied upon the taxable property in said District and collected with the Town taxes.

4. This Agreement shall continue for the term of one (1) year from the 15<sup>th</sup> day of February, 2020 through the 14<sup>th</sup> day of February, 2021.

5. The Fire Company hereby agrees that it will provide a liability insurance policy in the amount of \$3,000,000.00 with limits of \$1,000,000.0 for personal injury and \$125,935.00 for property damage, naming the Town as loss payee. A certificate of said insurance shall be furnished by the Fire Company to the Town before the effective date of this Agreement.

6. The Fire Company hereby indemnifies, defends, and holds harmless the Town from any and all claims, suits, actions or liabilities of any kind or nature that occur in connection with this agreement.

7. In the event that a new agreement is not negotiated by the date that the term for this Agreement ends, this agreement and its terms shall remain in full force and effect for ninety (90) days.

21) Highway Safety Coordinator

On a motion by Supervisor Pickering, seconded by Councilman Lewis, the following resolution be adopted: AYES: Supervisor Pickering, Councilpersons Lewis, Lalonde, Boeye, Sarazen. NAYS: 0 Adopted.

**RESOLUTION No.: 03-01-2020**

**DATED: JANUARY 9, 2020**

**HIGHWAY SAFETY TRAINING COORDINATOR**

**WHEREAS**, Highway Safety Training is required periodically to keep abreast of State and Federal standards, now therefore be it

**RESOLVED**, that the Town Board of the Town of Piercefield, St. Lawrence County, New York does hereby establish the Appointed position of Highway Safety Coordinator, and be it further

**RESOLVED**, That the Highway Safety Coordinator shall be appointed annually by the Town Supervisor, and be it further

**RESOLVED**, That a line item shall be added into the annual Budget for the Highway Safety Coordinator salary, and be it further

**RESOLVED**, That the sum of \$500.00 shall be paid annually in December to the Highway Safety Coordinator.

22) NYS DOT Holding Harmless Resolution

On a motion by Councilwoman Amy Lalonde seconded by Councilwoman Gina Sarazen, the following resolution be adopted: AYES: Supervisor Pickering, Councilpersons Lewis, Lalonde, Boeye, Sarazen. NAYS: 0 Adopted.

**RESOLUTION NO.: 4-01-2020**

**DATED: January 9, 2020**

**HOLDING HARMLESS NYS DEPT OF TRANSPORTATION FOR WORK DONE ON OR NEAR NYS HIGHWAYS IN PIERCEFIELD TOWNSHIP**

**WHEREAS**, the Town of Piercefield may periodically receive permits from the Department of Transportation (DOT) to temporarily obstruct, install, construct, maintain, operate, or replace any facilities within the bounds of a State highway right-of-way, and

**WHEREAS**, the Town of Piercefield is required by NYS DOT to indemnify or hold harmless agencies and/or officials of the State of New York for such temporary obstructions, installations, construction, or maintenance, therefore be it

**RESOLVED**, that the Supervisor of the Town of Piercefield is authorized to execute the Undertaking in Connection With Highway Permits Issued by NYS DOT agreement., and be it further

**RESOLVED**, that NYS DOT shall be an additional insured on the GL Policy, via ISO endorsement CG 2026.

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23) Official Undertaking

On a motion by Councilwoman Lewis, seconded by Councilwoman Gina Sarazen, the following resolution be adopted: AYES: Supervisor Pickering, Councilpersons Lewis, Lalonde, Boeye, Sarazen. NAYS: 0 Adopted.

**RESOLUTION NO.: 5-01-2020**

**DATED: January 9, 2020**

**OFFICIAL UNDERTAKING OF MUNICIPAL OFFICIALS**

**WHEREAS**, various sections of New York State Town Law and Public Officers Law require that certain officials execute an Official Undertaking, and

**WHEREAS**, we, the Town Board of the Town of Piercefield hereby require the Town Supervisor, Town Clerk/Tax Collector, Town Justice, Highway Superintendent, and Town Bookkeeper to execute said Official Undertaking as required by said law, now therefore be it

**RESOLVED**, that we the Town Board of the Town of Piercefield approve the document entitled "Town of Piercefield Official Undertaking of Municipal Officers" as to its form and manner of execution and the sufficiency of the insurance, and, and be it further

**RESOLVED**, that said Official Undertaking containing the notarized signatures of those named municipal officials be filed in the Office of the Town Clerk, as well as the original copies of the insurance policies indicating the sufficiency of the sureties to indemnify the Town against losses which may arise from failure of such officials to properly discharge their duties.

24) Dog License Fees

On a motion by Councilman Boeye, seconded by Councilman Lewis, the following resolution be adopted: AYES: Supervisor Pickering, Councilpersons Lewis, Lalonde, Boeye, Sarazen. NAYS: 0 Adopted.

**RESOLUTION No. 6-01-2019**

**DATED: January 9, 2020**

**RESOLUTION ESTABLISHING DOG CONTROL CRITERIA**

**RESOLVED** that the Town Board of the Town of Piercefield, St. Lawrence County, New York establishes the following for dog control for the year 2020 pursuant to Local Law No. 1 of 2012 and New York State Ag&Mkts Law:

- All dog licenses expire on August 31, 2020 and must be renewed within 30 days, fees payable as described below:
- Statutory Purebred Fee 1-10 dogs \$25.00
- Statutory Purebred Fee 11-25 dogs \$50.00
- Spayed/Neutered Dog Local Fee: \$3.50
- Spayed/Neutered Dog State Fee: \$1.00
- Unspayed/Unneutered Dog Local Fee \$9.50
- Unspayed/Unneutered Dog State Fee \$3.00
- Dog License Tag Fee \$1.00
- Lost Tag Replacement Fee \$2.00

Should the Town Board order the Dog Control Officer to conduct a Town-wide Dog Enumeration (Census), the Local Fees shall be increased by \$5.00 for previously licensed dogs and \$10.00 for previously unlicensed dogs.

25) Designation of Bank

On a motion by Councilwoman Amy Lalonde, seconded by Councilman Lewis, the following resolution be adopted: AYES: Supervisor Pickering, Councilpersons Lewis, Lalonde, Boeye, Sarazen. NAYS: 0 Adopted.

**RESOLUTION NO.: 7-01-2020**

**DATED: January 9, 2020**

**RESOLUTION TO DESIGNATE A DEPOSITORY FOR ALL TOWN FUNDS**

**RESOLVED**, that the Town Board of the Town of Piercefield hereby designates Community Bank N.A. as the official depository for all Town funds, the total of which shall not exceed five hundred thousand dollars (\$500,000), and be it further

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**RESOLVED**, that all public deposits in excess of the FDIC-insured amounts shall be secured by a pledge of eligible securities by said Community Bank, N.A., and be it further

**RESOLVED**, that the following Town Officials are authorized to audit all Town accounts held at Community Bank, N.A. and to sign checks as required:

- Supervisor Neil Pickering
- Councilwoman Gina Sarazen
- Councilwoman Amy Lalonde
- Councilman Larry Boeye
- Councilman John Lewis.

26) Audit Justice Books

On a motion by Councilman Lewis, seconded by Councilwoman Amy Lalonde, the following resolution be adopted: AYES: Supervisor Pickering, Councilpersons Lewis, Lalonde, Boeye, Sarazen. NAYS: 0 Adopted.

**RESOLUTION NO.: 8-01-2020**

**DATED: January 9, 2020**

**RESOLUTION TO AUDIT RECORDS OF TOWN JUSTICE JOHN DRAGUN**

**WHEREAS**, the New York State Comptroller requires periodic audits of Town Justice financial records by the Town Board, and

**WHEREAS**, Town Justice John Dragun of the Town of Piercefield, St. Lawrence County, New York, has submitted his financial records from the year January 1, 2019 to December 31, 2019 to the Piercefield Town Board for audit, now therefore be it

**RESOLVED**, that the Town Board of the Town of Piercefield has audited and does approve the financial records submitted for the year 2019 by Town Justice John Dragun, and be it further

**RESOLVED**, that a copy of this resolution be sent to the New York State Office of Court Administration as evidence that said audit was conducted as required.

27) Three Year Plowing Contract

On a motion by Deputy Supervisor Boeye, seconded by Councilwoman Gina Sarazen, the following resolution be adopted: AYES: Supervisor Pickering, Councilpersons Lewis, Lalonde, Boeye, Sarazen. NAYS: 0 Adopted.

**RESOLUTION NO.: 9-01-2020**

**DATED: January 9, 2020**

**THREE-YEAR COUNTY SNOW AND ICE REMOVAL AGREEMENT**

This Agreement dated as of January 9, 2020, is between the Town of Piercefield and the County of St. Lawrence for the winter maintenance of certain roads on the Official County Road System and provides as follows:

The Town of Piercefield acting through its Town Superintendent of Highways with the approval of the Town Board shall provide normal snow and ice control as required on the following County roads:

All County roads in the Town of Piercefield 2.39 Total Miles

The term of the contract shall be for one (3) years beginning approximately October 1, 2020 and ending June 1, 2023.

In return for the performance of such work, the County will pay the Town at the following Tier II annual amounts per mile for the total miles stated above:

	Tier I	Tier II	Town Total Payment
2020-2021	\$5,050.00	\$5,511.41	\$13,172.27
2021-2022	\$5,100.50	\$5,566.52	\$13,303.93
2022-203	\$5,151.51	\$5,622.19	\$13,437.03

Payment to the Town shall be made twice a season, one half of the contract amount at the beginning of February and the balance for the season after April 15.

If the average price of diesel fuel paid by the County in a given plow season varies, per each \$0.20 above or below the price range of \$1.50-\$2.75 per gallon, the County will modify the Town's final seasonal payment accordingly. The average diesel fuel cost will be determined as from the time between November 1<sup>st</sup> to March 31<sup>st</sup> of each year. For

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example, if the average price of diesel fuel was \$2.95, the Town would receive an additional \$20.00 per lane mile for the season. If the average price of diesel was \$1.30 per gallon, the final payment would be reduced by \$20.00 per mile.

If the average price of road salt paid by the County in a given plow season varies, per each \$4.00 above or below the price range of \$73.00-\$83.00 per ton, the County will modify the Town's payments accordingly. For example, if the average cost of salt was \$87.00 per ton, the Town would receive an additional \$80.00 per lane mile, and if the price dropped to \$69.00 per ton, the Town would receive a reduction of \$80.00 per lane mile.

The work shall be carried on at all times promptly and efficiently to the reasonable satisfaction of the County Superintendent of Highways. The Town shall use a mixture of sand and salt in proportions acceptable to the County Highway Superintendent from time to time, with a minimum of 10% salt, for the sanding of slippery pavements.

County roads will be patrolled by County Highway maintenance Supervisors who will monitor the Town's ice control and snow removal work. The County reserves the right to terminate the Agreement or to reopen the payment provisions of the Agreement if the Town is not in compliance with the performance terms of this contract to reasonable satisfaction of the County Superintendent of highways.

Notwithstanding the preceding paragraph The Town shall not be held liable for performance of such work when County road deficiencies hamper the normal snow and ice removal. When, due to abnormal conditions, the County Superintendent or County Maintenance Supervisor requests the Town to use equipment not normally used for sanding and plowing roads subject to this contract, the County will pay the Town rental for that equipment used at the then current hourly equipment rental rates. This payment will be in addition to the contract payment described above. The County will make payment within 30 days of the receipt of an invoice from the Town for the rental.

The right is reserved to the County Superintendent of Highways to terminate this Agreement at any time if, in the County Superintendent's judgment, the Town has failed to perform its duties in a manner that is satisfactory to this Agreement before the end of the then current season, the amount paid to the Town shall be in proportion to the amount of work performed by the Town compared to the work expected to be performed for the entire season of the then annual contract. For the purpose of determining the amount due upon termination of the Agreement, the period during which work was to be is hereby stated to be the winter snow season, October 1<sup>st</sup> to the next following April 15<sup>th</sup>.

Notwithstanding the use of this time period in the case of a contract termination, the parties agree that if the Agreement is not terminated the Town shall provide services after April 15<sup>th</sup> when the weather conditions require snow and ice control.

If the Town Highway Superintendent disagrees with the County Superintendent of Highway's decision to terminate the Agreement, or if an agreement cannot be reached after negotiations for adjustment of payments due to a change in the price of fuel or salt, or if some other problem arises and discussions between the two fail to provide a solution, the County Administrator will address the problem with the Town Supervisor and the Town Board. If those discussions fail to resolve the problem, then the dispute will be presented to the St. Lawrence County Finance Committee for a recommendation to the St. Lawrence County Board of Legislators as a whole. The St. Lawrence County Board of Legislators will be the final authority for resolving the dispute and its decision will be final and binding on the parties.

During the term of this contract and until completion the Town shall, at its sole expense, maintain the following insurance on its own behalf, and furnish to the County, certificates of insurance evidencing same and reflecting the effective date of such coverage as follows:

The Village/Town shall purchase from and maintain in a company or companies lawfully authorized to do business in New York such insurance as will protect the Town from claims set forth below which may arise out of or result from the Town operations under the Contract and for which the Town may be legally liable.

- A. Commercial General Liability with a combined Bodily Injury and Property Damage limit of not less than One Million (\$1,000,000.00) dollars per occurrence and Two million (\$3,000,000.00) in the aggregate.
  - a. The County must be named an additional insured. A copy of the blanket additional insured endorsement should be attached. In absence of such, endorsement CG 20 10 11 85 or CG 20 33 must be furnished.
  - b. Coverage is to be endorsed to reflect that insurance is to be primary and non-contributory, with respect to any other collectable insurance.
  - c. Coverage is to be provided on an "occurrence" basis with carriers licensed and admitted to do business in the State of New York or otherwise acceptable to the County with an A.M.'s best rating of A- or higher.
- B. Commercial Automobile Liability Insurance covering the use of all Owned, Non-Owned, and Hired Vehicles with combined Bodily Injury and property Damage Limit of at least One Million (\$1,000,000.00) Dollars.



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Insurers shall have no right to recovery or subrogation against St Lawrence County (including its employees and agents), it being the intention of the parties to this Agreement that the insurance policies provided by the Town shall protect both parties and be the primary coverage for any and all losses covered by the above described insurance. The clause “other insurance provisions”, if appearing in a policy in which St. Lawrence County is named as an additional insured, shall not apply to St Lawrence County. All deductibles in the above described policies shall be assumed by and be for the account of and at the sole risk of the Town.

To the fullest extent permitted by law, the Town will indemnify and hold harmless the County, its officers, agents and employees from and against any and all claims, suits, liens, judgments, damages, losses and expenses, including legal fees and all court costs and liability (including statutory liability) arising in whole or in part and in any manner from injury or death, or both, of any person or damage to or loss of any property resulting from the acts, omissions, breach or default by the Town, its employees, officers, or agents. The foregoing indemnity shall include injury or death of any employee of the Town or any of its subcontractors and shall not be limited in any way by an amount of type of damage, compensation, or benefits payable under any applicable workers’ compensation, disability benefits or other similar employees benefit act.

The County Highway Superintendent will grant permission for the operation of oversized equipment required for the work under this agreement on the roads identified in this Agreement.

Reference to the County Highway Superintendent in this agreement shall mean the County Highway Superintendent and any other County employee that the County Highway Superintendent designates from time to time to act in his place in the absence or unavailability of the County Highway Superintendent. The Town Highway Superintendent will be notified from time to time of the identity of the person or persons designated.

If one or more of the 26 Towns that have indicated a willingness to contract with the County for snow and ice control decline to contract for the work for this three year period, or, having contracted, fail to complete the work for the full three year term, making the continuation of this contract no longer in the best interest of the County, the County reserves the right to terminate this Agreement.

St Lawrence County will give a thirty (30) day advance notice in writing to the Town of the effective date of such termination. The Town shall be entitled to receive just and equitable compensation for any services satisfactorily performed hereunder through the date of termination.

It is understood by and between the parties hereto that this Agreement shall be deemed executory to the extent of the monies available\* to the County and no liability on account thereof shall be incurred by the County beyond monies available for the purpose thereof.

\*General Municipal Law 109-b: “available” in an executory clause “relates to the appropriation of funds by the Legislature and the allocation of such funds by the appropriate officer or body such that the unavailability is dependent upon a legislative or budgetary determination or directive not to provide funds of the expenditure in question.”

28) Code Conference

On a motion by Councilman Boeye, seconded by Councilman Lewis, CEO Flora McCuen be approved to attend the Northern Adirondack Code Officials Association Conference, March 2-5, 2020 in Lake Placid at a cost of \$325.00 plus lodging, one night deposit of \$108.00. This is part of her 24 hours required training: AYES: Supervisor Pickering, Councilpersons Lewis, Lalonde, Boeye, Sarazen. NAYS: 0 Adopted.

29) Fund Balances

Fund Balances for the 2019 year end are as follows: Highway Fund Balance, \$76,022.35, and General Fund Balance, \$191,680.60 (includes water districts).

30) Payment of Bills

On a motion by Councilman Lewis, seconded by Councilman Boeye, the following payments be approved: AYES: Deputy Supervisor Boeye, J. Lewis, Lalonde, L. Lewis. NAYS: 0 Approved.

Abstract # 1	General Account: Vouchers # 1-3PW	\$23,319.26
Abstract # 1	Highway Account: Vouchers # 1-27	\$11,031.75

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31) Approval of Supervisor and Town Clerk Monthly Reports

On a motion by Councilwoman Amy Lalonde, seconded by Councilman Lewis, the Clerk and Supervisor Monthly Reports for December 2019 be approved: AYES: Deputy Supervisor Boeye, J. Lewis, Lalonde, L. Lewis. NAYS: 0 Approved.

32) Adjournment

On a motion by Councilwoman Gina Sarazen, seconded by Councilwoman Amy Lalonde, the meeting was adjourned at 8:43 pm. Next regular meeting Thursday, February 13, 2020 at 7:30pm.

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Donald G. Mauer, Town Clerk

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Date Approved