

Regular Town Board Meeting January 24, 2023

Supervisor Votra opened the meeting with the Pledge of Allegiance at 5 PM.

Roll Call: Supervisor Votra, Councilwoman Tremper, Councilman Cook, Councilman Sweeney, Councilman Demo, Highway Superintendent Hart, Town Clerk Maguire

Others Present:

Lester E. Gale, Rick Perkins, Elbridge E. Randall

A motion was made by Councilman Demo and seconded by Councilwoman Tremper to accept the minutes of the regular meeting on December 27, 2022 and the Organizational meeting on January 03, 2023 as submitted by the Town Clerk.

All in favor.

Legislator Report:

Legislator Rick Perkins read his summary of the St. Lawrence County Legislative meeting held on January 3, 2023. No questions were asked.

A motion was made by Councilman Sweeney and seconded by Councilman Cook to approve the report as given by Legislator Perkins.

All in favor.

Code Enforcement Officer Report:

Code Enforcement Burl reported that 51 permits were issued for 2022. He will be attending training in Lake Placid in March. The cost will be split with the Town of Lawrence where he also works. CEO Burl asked if there were any questions and none were offered.

A motion was made by Councilman Sweeney and seconded by Councilwoman Tremper to accept the Code Enforcement Officer report as submitted by Code Enforcement Officer Burl and to be kept on file in the Town Clerk's Office.

All in favor.

Assessor's Report:

Assessor Burl reported the Reval Project is going well. They have been out visiting properties 6 times and approximately 276 properties have been done with 3 pictures of each property taken. NYS will be sending out postcards to all Senior Citizens with information regarding a low income Senior Citizen Exemption. The towns will be billed for these cards and postage.

A motion was made by Councilman Demo and seconded by Councilwoman Tremper to accept the Assessor's report as given by Assessor Burl.

All in favor.

Water District Report:

A motion was made by Councilwoman Tremper and seconded by Councilman Cook to accept the monthly Water District report as submitted by DANC.

All in favor.

Recreation Report:

Maintenance Supervisor Ryan Jacot reported that the skating rink finally opened this week. He has been busy moving lots of snow and doing general maintenance. LED lights and stove pipes have been installed.

Councilwoman Tremper mentioned that there is a Lifeguard training available with a cost of \$250. She and Mr. Jacot will advertise this opportunity in hopes to get more lifeguards for the summer.

A motion was made by Councilman Demo and seconded by Councilman Cook to pay for lifeguard training for interested individuals with and employment guarantee secured.

All in favor.

A motion was made by Councilman Sweeney and seconded by Councilman Demo to accept the Recreation report as given by Maintenance Supervisor Ryan Jacot.
All in favor.

Business:

1. *A motion* was made by Councilwoman Tremper and seconded by Councilman Demo to approve the Agreement to Spend Highway Funds as submitted by Highway Superintendent Hart as follows;

AGREEMENT TO SPEND TOWN HIGHWAY FUNDS

TOWN OF PARISHVILLE

COUNTY OF ST. LAWRENCE

Pursuant to the provisions of Section 284 of the Highway Law, we agree that moneys levied and collected for the repair and improvement of the highways, and received from the state for the repair and improvements of highways, shall be expended as follows:

GENERAL REPAIRS. The sum of **\$405,000.00** may be expended for the general repairs upon **85.81 miles** of town highways, including sluices, culverts and bridges having a span of less than five feet and boardwalks of the renewals thereof.

IMPROVEMENTS. The following sums shall be set aside to be expended for the improvement of town highways:

(a) On the road commencing at **Joe Indian Pond** and leading to **Hopkinton Town Line**, a distance of **6.09 miles** there shall be expended not over the sum of **\$305,000.000. Type 6 asphalt** Width of travel surface **-18 ft.**

Thickness-**1.5 inch top** Subbase-**1 inch**

IMPROVEMENTS. The following sums shall be set aside to be expended for the improvement of town highways:

(a) On the road commencing at **Potsdam Town Line** and leading to **Allen Falls Road**, a distance of **1.10 miles** there shall be expended not over the sum of **\$100,000.000. Type 6 asphalt** Width of travel surface **-20 ft.**

Thickness-**1.5 inch top**

No money set aside for such improvements shall be expended, nor shall any work be undertaken on such improvements, until approved by the majority of Town Board.

This agreement shall take effect when it is filed with the County Superintendent of Highways.

Executed in duplicate this 24th day of January 2023.

All in favor.

2. *A motion* was made by Councilwoman Tremper and seconded by Councilman Demo to approve the Intermunicipal Highway Agreement with the Town of Colton as follows:

INTERMUNICIPAL COOPERATION AGREEMENT

2023

This Agreement is made by and between the **Town of Colton**, and **Town of Parishville** both being municipal corporations in St. Lawrence County, New York.

Whereas, this agreement is made pursuant to General Municipal Law, Article 5-G; and

Whereas, it is in the interest of the taxpayers of the **Town of Colton** and **Town of Parishville**

to share resources in the undertaking of public works and other municipal improvement projects and services; and

Whereas, each party hereto has certain highway, non-highway, specialty equipment and /or skilled personnel (including equipment operators) which may be available from time-to-time; and

Whereas, it is possible to make such equipment and / or personnel for use by others when it is in the public interest; and

Whereas, such cooperative efforts are generally of short duration, unanticipated and/ or emergency situations; and

Whereas, it is expected that assistance, in whatever form, will be reciprocal and roughly equal over a period of time, and that the exchange and sharing of equipment and personnel will result in more cost effective work performance at minimal extra cost to either party; and

Whereas, each party has authorized their respective highway or public works superintendents and/ or other appropriate department heads to act using their discretion pursuant to this Agreement; and

Whereas, general oversight by appropriate municipal officials will be accomplished through regular, periodic and annual reports by the appropriate department heads to their (Town Board/Council); and

Whereas, it is determined that while liability risks are inherent when undertaking public works and other construction or maintenance projects, no substantial additional risk is occasioned by crossing a municipal boundary line when assisting other municipalities pursuant to this Agreement; Now therefore,

Be it Resolved, that the **Town of Colton** and **Town of Parishville** believing it to be in the best interest of the taxpayers of the respective municipalities do hereby authorize Intermunicipal cooperation and assistance with and between each other for the conduct of public works and other municipal improvement projects and services; and be it further

Resolved, that this authorization includes the periodic loaning, sharing, renting, exchanging and use of highway, non-highway and specialty equipment, materials and personnel and / or equipment operators at the discretion of designated superintendents and / or other department heads on an as needed basis; and

Be it further resolved as follows:

- 1) The renting, borrowing or leasing, repairing or maintaining of any particular piece of machinery or equipment, or the exchanging or borrowing of materials or supplies, or the providing of a specific service shall be evidenced by the parties signing in advance a memorandum identifying the item or service to be shared, duration of the sharing and rental price, if any.
- 2) An operator of equipment rented or loaned to another municipality, when operating such equipment for the borrowing municipality, shall be subject to the direction and control of the Superintendent of the borrowing municipality in relation to the manner in which the work is to be completed. However, the method by which the machine is to be operated shall be determined by the operator.

- 3) When receiving the services of an operator with a machine or equipment, the receiving superintendent shall make no request of an operator which would be inconsistent with any labor agreement that exists for the benefit of the operator in the municipality by which the operator is employed.
- 4) Each municipality shall remain fully responsible for its own employees, including salary, benefits and worker's compensation.
- 5) All machinery and the operator, or purposes of worker's compensation, liability and any other relationship with third parties, except as provided in paragraph e of section three of this Agreement, shall be considered the machinery of, and the employee of, the municipality owning the machinery and equipment.
- 6) In the event machinery or equipment being operated by an employee or the owning municipality is damaged or otherwise in need of repair while working for another municipality, the municipality owning the machinery or equipment shall be responsible to make or pay for such repairs. In the event machinery or equipment is operated by an employee of the borrowing, receiving or renting municipality, such municipality shall be responsible for such repairs.
- 7) Records shall be maintained by the parties identifying all machinery rentals, exchanges, borrowings, bailments, repair or maintenance and other shared services.
- 8) Any municipality which is a party to this contract may terminate this contract by serving the other party with a notice of termination 30 days prior to the effective date of termination. Upon the termination of this contract, any outstanding obligations shall be submitted within thirty days of such revocation. Service may be by mail or personal delivery and not by e-mail or facsimile.
- 9) The parties shall indemnify and hold each other harmless, from liability of any nature on account of any suits or damages sustained by any person or property caused in whole or in part from the actions or omissions of their own employees or agents regardless of whose equipment or supplies were being used at the time of the disputed activity.
- 10) Continued: The lending municipality shall be named as an "additional insured" on all such policies and shall be provided within 10 days advance notice of cancellation of any such policy. The borrowing municipality shall file with the lending municipality within 10 days of execution hereof, certificate of insurance indicating carrier, types of coverage, amounts of coverage, municipality as additional insured and notice of cancellation provisions.
- 11) Continued: Any action taken by the Superintendent pursuant to the provisions of this consistent with the duties of such official and expenditures incurred shall not exceed the amounts set forth in the City/County/Town/Village budget for highway purposes.
- 12) Copies of this contract shall be sent to the Clerk and the Superintendent of each municipality with which the Superintendent anticipates engaging in shared services. No shared services shall be conducted by the Superintendent except with the Superintendent of a municipality that has completed a shared services contract and has sent a copy thereof to the Clerk of his or her municipality and the Superintendent.

Therefore be it resolved, that this Agreement shall be in force for the period of January 1, 2023 to December 31, 2024 and shall be reconsidered on a two year schedule thereafter.

All in favor.

3. ***A motion*** was made by Councilwoman Tremper and seconded by Councilman Demo to adopt Resolution 03-2023 as follows:

**Town of Parishville
Resolution 03-2023**

**Holding Harmless the County of St. Lawrence for
Providing Service for the Town of Parishville**

WHEREAS, the Town of Parishville is desirous of St. Lawrence County Department of Highways providing shared services such as paving, signage, road stripping, blasting and other routine maintenance activities to the Town, and

WHEREAS, both the Town of Parishville and the County of St. Lawrence are desirous of promoting partnering efforts for the safety of the traveling public in St. Lawrence County, and

WHEREAS, in this joint cooperative endeavor, the Town of Parishville and the County of St. Lawrence desires to be reimbursed for their expenditures, and

WHEREAS, the Town is aware that the County may incur liability in the providing of the services and wishes to indemnify the County in this regard,

NOW THEREFORE, BE IT RESOLVED that to the fullest extent permitted by law, the Town of Parishville will indemnify and hold harmless the County, their officers, directors, partners, representatives, 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 and/or death of person or damage to or loss of any property relating to or arising out of any negligent or intentional acts and /or omissions of the Town of Parishville or any of its directors, officers, employees, contractors, representatives, or agents.

BE IT FURTHER RESOLVED that the following request for General Liability (GL) coverage is as follows:

General Liability Insurance

On and "Occurrence" basis, with the following limits:

\$1,000,000 Each Occurrence

\$3, 000,000 General Aggregate

\$1,000,000 Products Aggregate

\$1,000,000 Personal Injury

\$ 50,000 Fire Damage Legal Liability

\$ 5,000 Medical Payment Expense

BE IT FURTHER RESOLVED, that St. Lawrence County shall be an additional insured on the GL Policy, via ISO endorsement CG 2026.

All in favor.

4. **A motion** was made by Councilwoman Tremper and seconded by Councilman Demo to approve the annual contract with the Potsdam Humane Society for \$3,488.00
5. **A motion** was made by Councilwoman Tremper and seconded by Councilman Demo to approve the contract with St. Lawrence County Community Development Program for \$3,500.00.

All in favor.

6. **A motion** was made by Councilwoman Tremper and seconded by Councilman Demo to adopt Resolution 02-2023 as follows:

**Town of Parishville
Resolution 02-2023
North Country Life Flight Agreement
January 24, 2023**

WHEREAS: North Country LIFE FLIGHT, Inc. is a not-for-profit, tax-exempt corporation which is responsible for all aspects of patient care by providing medical equipment, training medical personnel and administering the medical portion utilizing the New York State Police helicopter based in Saranac Lake and private fixed-wing aviation resources; and

WHEREAS: the New York State Police aviation resources do not provide a medically trained team or medical equipment for patient transports; and

WHEREAS: The people of Clinton, Essex, Franklin, Hamilton and St. Lawrence Counties, receive a vital emergency medical service for critically ill and seriously injured patients and therefore municipal governments are asked to pledge monies for this worthwhile program.

NOW, THEREFORE, BE IT RESOLVED: That the Town Board of the Town of Parishville hereby authorizes the Supervisor to enter into a contract with North Country LIFE FLIGHT, Inc. for the purpose of operating the medical component of the medevac program, which will serve its residents and visitors, and paying the amount of \$1,000 which represents the Town's share for 2023; and be it

FURTHER RESOLVED: That the sum of \$1,000 is hereby appropriated to Account #4010.4 for payment to North Country LIFE FLIGHT, Inc.

Supervisor Votra- Aye

Councilwoman Tremper- Aye

Councilman Cook- Aye

Councilman Sweeney- Aye

Councilman Demo- Aye

Resolution Adopted.

7. The Transfer Station was discussed. New stickers for vehicles are on order and procedures will be discussed at next month's meeting after the new employee is hired.

Correspondence:

1. Correspondence received from St Lawrence County Planning Office that \$150,000 has been awarded from ARPA for the Water Infrastructure Project to be completed by December 2026. Supervisor Votra commended Councilwoman Tremper for her work on this award and project for a job well done. The bids for this project will be going out soon for the Town Board meeting next month.
2. Letter received from Deb Christy giving an update on the progress that the St. Lawrence County Trails Advisory Board has made.

Highway Report:

Highway Superintendent Hart reported that his department has been busy with plowing and sanding. The annual brush pit report has been submitted to the DEC and repairs to one of the trucks was done in house by using the old truck that was purchased from the Town of Hopkinton.

A motion was made by Councilwoman Tremper and seconded by Councilman Demo to accept the Highway report as given by Highway Superintendent Hart.

All in favor.

Bills:

A motion was made by Council and seconded by Council to accept the bills as follows:

1. General Account Bills – \$29,636.52
2. Highway Account Bills – \$64,509.97
3. Water District No. 1 Bills - \$3,022.96

4. Payrolls:

Payroll #01 – 12/31/22 (General \$4,239.35, Highway \$14,919.66, Water \$88.42)

Payroll #02 – 01/07/23 (General \$7,881.55, Highway \$11,186.82, Water \$773.68)

Payroll #03 – 01/14/23 (General \$4,662.28, Highway \$11,783.69, Water \$ 0.00)

Payroll #04 – 01/21/23 (General \$8,736.72, Highway \$11,435.73, Water \$446.96)

All in favor.

A motion was made by Councilman Sweeney and seconded by Councilwoman Tremper to adjourn the meeting at 5:28 PM.

All in favor.

Meeting Dates:

February 28, 2023 @ 5 PM

Auditors: Councilwoman Tremper and Councilman Cook

Connie Maguire
Town Clerk