

MINUTES OF THE TOWN OF FORT EDWARD TOWN BOARD MEETING HELD ON MONDAY, FEBRUARY 10, 2020 AT TOWN HALL COMMENCING AT 7:00PM

Supervisor Losaw called the meeting to order at 7:00pm

PRESENT: Supervisor Losaw
Councilwoman Holden
Councilman Fisher

ABSENT: Councilman Mercier

OTHERS PRESENT: Jeanie Mullen, Richard Belden, Brian Brockway, Elizabeth O’Leary, Frank Burkhardt, Terry Middleton, Katie DeGroot, Caitlin Mahoney and Town Clerk Aimee Mahoney

Jeanie Mullen resigned for 1 day due to her retirement from the Washington County Sewer Dept. on January 27, 2020 and wishes to be re-appointed to the Town Board.

MOTION by Councilman Fisher, Seconded by Councilwoman Holden to administer the official oath and re-appoint Jeanie Mullen to the Town Board **ALL AYES**

APPROVAL OF MINUTES: MOTION by Councilwoman Holden, Seconded by Councilman Fisher to approve the minutes of the Organizational & Regular meeting of January 13, 2020 and the Special Meeting of January 27, 2020 **ALL AYES**

APPROVAL OF REPORTS: MOTION by Councilman Fisher, Seconded by Councilwoman Mullen to approve the following reports: Town Clerk Monthly, Town Justice, Building Inspector/Code Enforcement Officer, Zoning Officer, Highway & Supervisor’s Report **ALL AYES**

APPROVAL OF BILLS: MOTION by Councilman Fisher, Seconded by Councilwoman Mullen to approve Abstract #2 in the amount of \$356,157.40 **ALL AYES**

ABSTRACT #2

GENERAL A: 8945-8946,8952-8973	\$ 15,134.23
GENERAL B: 8974-8976	\$ 5,886.00
HIGHWAY: 8977-8988	\$ 12,909.73
MUNICIPAL: 8989-8994	\$ 4,378.10
SPECIAL LIGHTING: 8947-8948,8995-8997	\$ 3,563.39
SPECIAL WATER: 8949-8951,8998-9002	\$ 930.47
SPECIAL WATER 2: 9003	\$ 144.63
H21 1620.4 (HWY BARN): 1-12	\$358,411.58
H21 0552.4 (SALT SHED): 2	\$ 100.47

TOTAL: \$356,157.40

RESOLUTIONS:

RESOLUTION NUMBER 15 OF 2020

MOTION BY COUNCILWOMAN HOLDEN

SECONDED BY COUNCILMAN FISHER

WHEREAS, Town Boards are required by Town Law to audit the financial records of the Town Clerk, Tax Collector and Town Justice.

NOW, THEREFORE BE IT RESOLVED, that the Fort Edward Town Board audited the financial records of the Town Justice, Town Clerk and Tax Collector for the fiscal year January 1, 2019 through December 31, 2019 at a special meeting held on January 27, 2020.

DATED: February 10, 2020

Roll Call Vote: Councilwoman Holden – AYE
Councilwoman Mullen – AYE
Councilman Fisher – AYE
Councilman Mercier – ABSENT
Supervisor Losaw - AYE

Aimee Mahoney, Town Clerk
Town of Fort Edward

BUSINESS:

Agreement w/County for Revaluation

The following agreement was proposed to The Town Board by Washington County:

AGREEMENT

THIS AGREEMENT made by and between the COUNTY OF WASHINGTON, a

municipal corporation and political subdivision established under the Laws of the State of New York, having its principal offices and place of business located at the Washington County Municipal Center with a mailing address of 383 Broadway, Fort Edward, NY 12828(the "County"), and

TOWN OF FORT EDWARD, a municipal corporation and political subdivision established under the Laws of the State of New York, having its principal offices and place of business located at the Fort Edward Town Hall, 118 Broadway, Fort Edward, NY 12828 (the "Town").

WITNESSETH:

WHEREAS, the County has applied for a local government efficiency shared services grant with the State of New York to provide participating towns with valuation services to allow the towns to have a revaluation of real property to a 100 percent equalization rate; and

WHEREAS, the County, through issuance of a Request for Proposals, will provide each participating Town a complete reassessment of all parcels. The town after accepting the roll, and once the state is supplied with the final roll, is entitled to aid from the State for completing a revaluation of up to five dollars per parcel. The town must apply to the State for this aid; and

WHEREAS, the town will also need to sign up for cyclical aid with the State, of up to five dollars per parcel, and must maintain a 100 % equalization rate for four years; and

WHEREAS, the town will pay to the County five hundred dollars per year for two years, for the services of the Director of Real Property Tax Services; and

WHEREAS, The town will cooperate with the County, attend all status meetings, and cooperate with the project time table; and

WHEREAS, the County has added a full-time position of Data Collector and part time Assessor to assist the towns in maintaining a 100% equalization rate with costs to be determined by the parties; and

WHEREAS, the Board of Supervisors of the County of Washington adopted a resolution authorizing the Chairman of the Board of Supervisors to execute such Agreements with participating Towns in the County of Washington for participation in this shared services program to be effective on December 01, 2019, and to continue in force until July 01, 2022; and

WHEREAS, the Town Board of the Town adopted a resolution authorizing the Town Supervisor of said Town to enter into such Agreement on behalf of the Town, a copy of said resolution is annexed hereto,

NOW, THEREFORE, for the purpose of carrying the foregoing into effect, the parties do mutually agree as follows:

1. The County and Town shall furnish adequate employees, equipment, tools and materials for the proper performance of this Agreement , The work shall be performed according to customary and approved standards and in such manner as to completely and fully accomplish the obligations imposed on each party by law, custom, applicable standards or otherwise with respect to the services and obligations herein. All persons employed by the respective parties in performance of this Agreement shall be employees by said party for purposes of payment of wages, wage deductions, liability for workers' compensation and otherwise.

2. Each party shall, at its own expense, provide and keep in force at all times during the period in which this Agreement shall be in effect, a policy or policies issued by any insurance company authorized to do business in the State of New York insuring that party against liability for personal injuries in the amount of at least One Million Dollars (\$1,000,000) and against liability for property damage in the amount of at least Five Hundred Thousand Dollars (\$500,000), covering any and all equipment used in the performance of this Agreement. Each party shall also maintain Workers' Compensation and New York State Disability Insurance in the amounts or limits required by law. Proof of the insurance required herein, in the nature of Certificates of Insurance and/or copies of policies of insurance, shall be furnished upon request.

3. Each party shall defend, indemnify and hold harmless the other party and, its officers, agents and employees from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including reasonable attorneys' fees for personal injuries including death and/or property damage arising out of the performance or non-performance of its duties for services as provided in of this Agreement.

4. This Agreement constitutes the full understanding of the parties and may not be changed or amended except by further written agreement. This Agreement may be executed by each party signing or executing multiple copies thereof, or separate copies thereof, so long as the same are identical and each party executes at least one (1) copy. All copies of this Agreement executed by the parties shall be considered one and the same Agreement so long as at least one (1) copy of the Agreement is executed by each party.

5. This Agreement shall be deemed executory only to the extent of moneys available for the performance of the terms hereof and no liability on account thereof shall be incurred beyond moneys available to or appropriated for the purpose of the Agreement and, if applicable, that this Agreement shall automatically terminate upon the termination of State or Federal funding available for such contract purpose.

MOTION by Councilwoman Mullen, Seconded by Councilman Fisher to authorize Town Supervisor Lester Losaw to enter into a contract with the County for Revaluation **ALL AYES**

**Keystone Fireworks
Peddling & Soliciting Permit Application**

Keystone Fireworks submitted their Peddling & Soliciting Application for their annual fireworks sale in the parking lot of Broadway Lanes.

MOTION by Councilman Fisher, Seconded by Councilwoman Holden to approve the Peddling & Soliciting Permit of Keystone Fireworks for a 6 month period ending on August 10, 2020
ALL AYES

TC Industrial Consultants, LLC
January Project Status Report
New Highway Garage Construction

The following Project Status Report was submitted by TC Industrial Consultants, LLC:
January Project Status Report

Project: Fort Edward Town Barn Rebuild

Client: Town of Fort Edward

118 Broadway

Fort Edward, NY 12828

Work on the Town Barn had been progressing nicely. Weather permitting the roof and front should be completed by next Friday completely closing in the building. There is still a lot of work that needs to be accomplished before it is completed and turned over to the town for use. I expect this to be an April time frame.

The town has received \$ 1,359,686.89 from NYMIR for the construction of the building to date. Construction estimates put the final cost at approximately 2 million dollars. My next scheduled meeting with the insurance adjuster is on 2/12/2020 – prompt payments is again an agenda item.

With the help of Brian Brockway, we have been looking at which portions of the project that could be done with the highway crew to minimize the cost. Insurance will not cover any upgrades that we made- for example the extra bay nor the radiant heating system. The cost of the heating system and the added insulation will greatly reduce the heating cost of the building and pay for itself in a few years.

PUBLIC COMMENT:

Katie DeGroot: Is there an update on W.L. Plastics?

Supervisor Losaw: No contracts have been signed yet and all of the moving parts we talked about at the last meeting are still moving.

Katie DeGroot: What was the date they gave?

Supervisor Losaw: Sometime in the first part of March. I think there is progress being made on that according to the discussions that I've heard.

Katie DeGroot: I know you had said we could have some kind of a public meeting.

Supervisor Losaw: I would think there would be after they get their Planning Board permits in.

Katie DeGroot: Would we be able to organize a public meeting not at the Planning Board or is it only appropriate for them to be at a Planning Board meeting. These people would have a chance to ask questions.

Supervisor Losaw: I'm not sure I have never talked to the owners.

Katie DeGroot: I don't know if we would ask them I was thinking if you have a Town meeting there would be a chance to ask questions. It would be great to have W.L. Plastics show up because I know people have questions such as what does their company look like as far as grounds keeping and stuff.

Supervisor Losaw: I think those would be Planning Board questions.

Katie DeGroot: Is that the appropriate place for a group of people to ask questions?

Aimee Mahoney: Yes, typically the first meeting is informational for the Board to get an idea of the project and then a public hearing is always set to hear comments and concerns before any Board decisions are made.

Brian Brockway: The Village handed back a voucher on the water bill and I disagree with that; they are responsible to bring it to the property line the same as the Town is any resident or business in Fort Edward, same as the Sewer Dept., they are responsible to bring it to the curb. I don't believe we should be paying half of their bill.

Supervisor Losaw: The Mayor called me today. They did their part before you did yours?

Brian Brockway: They did nothing.

Supervisor Losaw: They put the one in the middle of the road because they needed a shut off?

Brian Brockway: We did that, they had 1 guy show up for the 5 days we worked on this water project.

Supervisor Losaw: I'm thinking maybe we should have you; the Mayor and I meet together and talk about it.

Brian Brockway: I don't feel its right for the Town taxpayers to pay to run a Village water line to a building that they are responsible to do.

Supervisor Losaw: I did tell him today to send the extra parts back.

Brian Brockway: We dug it with our backhoe, I had 5 guys there they had 1 guy.

Supervisor Losaw: Can this bill be paid by the Insurance?

Brian Brockway: No

Supervisor Losaw: Because they had to increase the size?

Brian Brockway: Yes, what is the Mayor's take on it? Is it that he did all the work?

Supervisor Losaw: He said he had a guy over there more than a day.

Brian Brockway: Eddie was there a couple days in the backhoe and Billy from the Water Dept. was there 1 day. I don't mind helping, I will help anytime Brodie asks me.

Supervisor Losaw: We are all in this together all the way around and we have to help each other, doesn't matter what.

Brian Brockway: Exactly but we don't have to pay their bills.

ADJOURNMENT:

MOTION by Councilwoman Mullen, Seconded by Councilman Fisher to adjourn the meeting at 7:20pm **ALL AYES**

DATED: February 12, 2020

Aimee Mahoney, Town Clerk

