

**Minutes of the Regular Monthly Meeting of the Town Board of the Town of Mooers held  
December 13, 2016 at the Mooers Fire Station commencing at 7:00 PM**

**Present:** Jeff Menard, Supervisor  
Eugene ("Dickie") Boulerice, Councilperson  
Gerald LaValley, Councilperson  
Donald Perras, Councilperson  
Mary Myatt, Councilperson

**Recording Secretary:** Jessica K. Bulriss, Town Clerk

**Others Present:** Scarlett Sample, Beautification Committee  
Myrtle Hawksby, Beautification Committee  
Kayleigh Mills, Dog Control Officer

**Absent:** Kris Gilmore, Highway Superintendent

**Meeting:** Supervisor Jeff Menard called the Meeting to Order at 7:00PM, he then asked Mrs. Jessica Bulriss to lead them in the "Pledge of Allegiance," which she did.

**Minutes:** All the Board Members were asked if they had read their copies of the November 7, 2016 Minutes. They all replied yes. Supervisor Jeff Menard then asked if there were any omissions or corrections. There were none. Councilperson Perras then made a motion to accept the November 7, 2016 minutes as written. The motion was seconded by Councilperson Boulerice. The result of the Roll Call was 5 AYES (Councilperson Perras, Councilperson Boulerice, Supervisor Menard, Councilperson LaValley, Councilperson Myatt) and 0 NOES. Therefore Supervisor Menard declared the motion carried and the Minutes accepted.

**Highway:** Supervisor Menard asked if anyone from the Highway Department would like to address the board. No person was present wishing to address the board at this time.

**Library:** Mr. Art Menard, present, stated that this Saturday December 17th the library his having a children's Christmas part from 10-11am. Mr. Menard said that construction has been going well. He stated that fill has been brought in and they are ready to put in the septic system. He also said that a cement pad has been poured in the front, and two in the back for the emergency exits. They also poured a larger pad in the back for the propane tank, which does have some fuel in it. The propane will be hooked up tomorrow and the furnace will be running. Mr. Menard said that S&B's original bid has been paid. S&B did additional work but will not be paid until the spring when the library has more funds. He said that the goal for the upcoming month is to get the well and septic in. Mr. Menard said that they are unable to use the donated tank. They are unable to remove it from the ground without breaking it. He believes they have enough funds to do the septic or the well, but not both. Mr. Jess Dixon, present, interjected that it is critical to complete both the well and septic system now due to the weather. Mr. Dixon stated that it would not cost that much money roughly \$1600.00. He suggested that the town could front the money and be paid back at a later date. Mr. Dixon stated that he received a quote from Mr. Larry Rabideau to drill the well for about \$1,00.00. Supervisor Menard stated that the well can be drilled even when the ground is frozen. There was more discussion regarding the septic and well for the new library. Mr. Menard stated that Clinton, Essex, and Franklin Library system is in the process of submitting the final report. Once that is accepted the library will receive the remaining 10% of the grant which is roughly \$1,800.00.

Mr. Menard stated that he was going through old library records and discovered that Jackie Madison had intended the community room to include town historian items. Mr. Menard checked with Clinton, Essex, and Franklin County Library Systems and they agree that it is a good idea. Mr. Jess Dixon stated that occupancy would have to be reconfigured. Supervisor Menard stated that Mr. Shawn Mclean is interested in purchasing the old library. Mr. Dixon stated that he needs to confer with him regarding usage. Supervisor Menard said that he would contact Mr. Mclean and get back to the board.

**Dog Control:** Mrs. Kaleigh Mills, present, stated that Global Fitness Gym in Rouses Point is allowing her to bring in one shelter dog per month to help them get adopted. She said that so

far this has helped two dogs find homes. She currently has one dog in the shelter. She stated that last month she attended training in Lake Placid put on by the ASPCA. She said that it was by invitation only and she was the only dog control officer present from Clinton County. There was one law enforcement officer present from Clinton County. She said that they were impressed with our dog control operation considering we are such a small town. Supervisor Menard stated that he also thinks she is doing a good job. Mrs. Mills also wanted to acknowledge a resident who has been donating roughly \$200.00 per month to Palmer's Vet to help with veterinary costs. Supervisor Menard suggesting sending the resident a thank you note. Mrs. Mills stated that she collects items from businesses in Plattsburgh and then donates the items to the shelter.

**Beautification:** Mrs. Scarlett Sample, present, stated that they are holding their decorating contest this coming weekend. She also stated that Mr. Michael Reeves would like to present his plans for the memorial to the board. Mr. Michael Reeves, present, provided each board member with his memorial plans. He also displayed a bust of what the figure would look like. Mr. Reeves stated that the casting of the figure and pillar would be done by hand and polished to look like marble. Supervisor Menard asked when the project would start. Mr. Reeves replies that he would like to start immediately. He also said that he would like to have it done by memorial day. Councilperson Boulerville offered to help with the construction in the spring. There was more discussion regarding the construction of the memorial. Supervisor Menard made a motion to give the Beautification Committee permission to begin working on the memorial project at Riverside Cemetery. The motion was seconded by Councilperson Myatt. The result of the Roll Call was 5 AYES (Councilperson LaValley, Councilperson Myatt, Supervisor Menard, Councilperson Boulerville, Councilperson Perras) and 0 NOES. Therefore Supervisor Menard declared the motion carried.

**Tax Assessor:** Mr. Larry Wolff, present, stated that there is a letter going out for enhanced Starr. He said that it is only for people 65 and older. He also said that Mr. Danny Dumas will provide him with a list of firemen instead of sending out a letter.

**Fire Department:** Mr. Danny Dumas, present, stated that they have had 105 calls for the year. He also said that they will be going out for bid in the spring for a new pumper tanker. The fire department is also considering reducing station two to one truck. Mr. Dumas said that the sign is up and working, there was an electrical issue with the first sign. Supervisor Menard stated the fireman had used the upstairs to store old uniforms, which since have been remove. Supervisor Menard also said that the they are going to put blow in insulation in the upstairs.

**Youth Program:** Supervisor Menard asked if anyone from the Youth Program would like to address the board. No person was present wishing to address the board at this time.

**Town Historian:** Supervisor Menard asked if anyone from the office of The Town Historian would like to address the board. No person was present wishing to address the board at this time.

**EMS:** Supervisor Menard asked if anyone from EMS would like to address the board. No person was present wishing to address the board at this time. Supervisor Menard stated that he received a contract from EMS. He also said that he was contacted by Corey Thompson who wished to sit down and go over the budget. Supervisor Menard informed Corey that the budget had already been approved and they will be receiving \$85,000.00, the same as the previous year. The contract that Supervisor Menard received stated that EMS would be receiving \$96,000.00. Supervisor Menard informed them that he would not be signing the contract. He also said that EMS will be providing him with a new contract.

**Court:** Supervisor Menard asked if anyone from the Court would like to address the board. No person was present wishing to address the board at this time. Supervisor Menard read the report submitted for the month of November. The report showed a total of \$9,899.53 with \$5,970.00 going to the State of New York, \$181.00 to Clinton County, and \$3,748.53 going to the Town of Mooers.

**Code Enforcement Officer:** Mr. Jess Dixon, present, read the report for October 2016. There were 5 building permits, 22 calls, 1 inspections and, 1 violation. He also read the report for November 2016. There were 4 building permits, 16 calls and, 2 inspection. He stated that December will be a big month for violations. He said that at the ZBA meeting two mines were approved. One was for the Town of Champlain, which was expedited because the town needed the sand for the highway department. Mr. Dixon stated that there was one issue that will be brought before the board for home rule. The DEC is requiring that they use a different exit for the mine. Mr. Dixon is waiting on a response as to why they must use a different exit. Mr. Dixon stated that Mr. Lafave was approved in Mooers Forks. No decision

was made regarding Pine Club Way. Mr. Dixon asked if we had heard anything from Mr. Tom Murnane regarding Theresa Shear-Goodman. Supervisor Menard replied that he did speak with him and he said to keep requiring her to come to court. Supervisor Menard stated that he would ask Mr. Murnane to attend the January meeting. Mr. Dixon stated that if we can't enforce the law then the town will have to change the law. Supervisor Menard replied that Mr. Murnane said the law is enforceable. Mr. Murnane also said that if she doesn't comply the town will have to bring Mrs. Shear-Goodman to County Court. Mr. Dixon stated that he believes that we are at that stage because this has been going on since 2009. Supervisor Menard stated that if we do take her to trial all of the town's legal fees will be levied onto her tax bill. Mr. Dixon stated that he sent Mrs. Shear-Goodman a certified letter detailing just that.

Mr. Dixon stated that he received a call from concair, the field supervisor who works with the Bull Run Wind Energy. He would like Mr. Dixon to release a permit application that went before the zoning board. Mr. Dixon stated that he needs approval from the town board to release the application if a FOIL request is made. Mr. Dixon also stated that the septic plans for the new library have been approved. Supervisor Menard stated that we do have to release the requested information as long as the proper forms are filled out. Supervisor Menard made a motion to release the permit application as long as the proper forms are filed. The motion was seconded by Councilperson Boulerice. The result of the Roll Call was 5 AYES (Councilperson Boulerice, Councilperson Perras, Supervisor Menard, Councilperson Myatt, Councilperson LaValley) and 0 NOES. Therefore Supervisor Menard declared the motion carried.

**Cemeteries:** Supervisor Menard stated that we had an issue with the cemeteries. Walker Funeral Home called and requested a grave to be dug. Mr. Andy Menard said that he was unable to dig the grave due to the weather. Supervisor Menard stated that we need a policy regarding burials during the winter. Councilperson Boulerice asked Councilperson Myatt what the church's policy is. Councilperson Myatt replied that they close the cemetery. There was more discussion regarding the cemeteries. Councilperson Perras made a motion to close the cemeteries for burials as of November 20th with the possibility of appeal depending on the weather. The motion was seconded by Supervisor Menard. The result of the Roll Call was 5 AYES (Councilperson LaValley, Councilperson Myatt, Supervisor Menard, Councilperson Boulerice, Councilperson Perras) and 0 NOES. Therefore Supervisor Menard declared the motion carried.

#### **Old Business:**

**Old Business 1:** Supervisor Menard stated that he has been approached by a resident on the Barcomb Road because their septic has to be pumped out once a week. Mr. Jess Dixon stated that we should contact Mr. Tom Murnane because he cannot get a response from the DEC or the Army Corp of Engineers. Mr. Dixon said that he will contact Mr. Murnane. There was more discussion regarding the Barcomb Road.

#### **New Business:**

**New Business 1:** Mr. Richard Winter, present, addressed the board. Mr. Winter stated that he is the CEO of Delaware River Solar, a solar development company. He stated that his company is interested in building solar arrays in the Town of Mooers. His company participated in a new program called Community Solar promoted by New York State. The purpose of the program is to have fifty percent of electricity provided by renewable energy by 2030. The program allows for solar arrays to be built up to two megawatts, which is about a ten acre area. Delaware Solar in turn sells the electricity to the residents of Clinton County at a discount. It is more efficient to build a ten acre array and power 400 homes than it is to put solar in each home individually. Mr. Winter stated that they are interested in building four arrays in the town and already have an agreement with two of the land owners. Mr. Winter provided the board with an example layout of the array that would be located at 297 Boas Road. He stated that they are looking to put three arrays side by side, which would power approximately 1200 homes. He also stated that they are about eight feet high and do not move. They have to be located near a three phase line. They have submitted their applications to NYSEG, which have been approved. Mr. Jess Dixon asked if they would walk away after the twenty five year contract was up or if they would upgrade the equipment. Mr. Winter replied that they have a twenty five year contract with the land owner. He also stated that it is projected to cost \$100,000 to remove the equipment in twenty five

years. What the company does initially is to give the town \$60,000. They then give \$2,000 per year for the next twenty years. This is done for each array. There was more discussion regarding the solar project. Supervisor Menard signed the letter that states the town will consider taking lead agency.

**New Business 2:** Supervisor Menard stated that he has a quote from Uni-first. Mrs. Kaleigh Mills stated that the state recommended that she have something that said she was the dog control officer. Supervisor Menard replied that he thought that was a good idea and suggested that she contact Mr. Tyson Dumas. Mr. Jess Dixon also recommended that she contact the Town of Altona.

**New Business 3:** Supervisor Menard stated that we have a Shared Services Contract with other municipalities in Clinton County. Councilperson Boulerville asked if we need to contact the Labarge Ins. Agency if we borrow or lend a piece of equipment. Supervisor Menard stated that whoever's equipment it is they are responsible. Supervisor Menard asked Mrs. Jessica Bulriss to read the resolution, which she did.

**SHARED SERVICES CONTRACT WITH MUNICIPALITIES FOR  
HIGHWAY DEPARTMENTS  
NOVEMBER 2016-NOVEMBER 2021**

1. For purposes of this contract, the following terms shall be defined as follows.

a. "Municipality" shall mean any city, county, town or village which has agreed to be bound by a contract for shared services or equipment similar in terms and effect with the contract set forth herein, and has filed a copy of said contract with the clerk of the undersigned town.

b. "Contract" shall mean the text of this agreement which is similar in terms and with comparable agreements, notwithstanding that each such contract is signed only by the chief executive officer of each participating municipality filing the same, and upon such filing each filing municipality accepts the terms of the contract to the same degree and effect as if each chief executive officer had signed each individual contract.

c. "Shared Service" shall mean any service provided by one municipality for another municipality that is consistent with the purpose and intent of this contract and shall include but not be limited to:

- i. the renting, exchanging, or lending of highway machinery, tools and equipment, with or without operators;
- ii. the providing of a specific service;
- iii. the maintenance of machinery or equipment.

d. "Superintendent" shall mean, in the case of a city, the head of the department of public works; in the case of a county, the county superintendent of highways, or the person having the power and authority to perform the duties generally performed by county superintendents of highways; in the case of a town, the town superintendent of highways and /or superintendent of public works; in the case of the village, the superintendent of public works.

2. The undersigned municipality has caused this agreement to be executed and to bind itself to the terms of this contract and it will consider this contract to be applicable to any municipality which has approved a similar contract and filed such contract with the clerk of the undersigned municipality.

3. The undersigned municipality by this agreement grants unto the superintendent, the authority to enter into any shared service arrangements with any other municipality or municipalities subject to the following terms and conditions:

- a. The Town of Mooers agrees to rent or exchange or borrow from any municipality any and all materials, machinery and equipment, with or without operators, which it may need for the purposes of the Town of Mooers. The determination as to whether such machinery, with or without operators, is needed by the Town of Mooers shall be made by the superintendent. The value of the materials or supplies borrowed from another municipality under this agreement may be returned in the form of similar types and amounts of materials or supplies, or by the supply of equipment or the giving of services of equal value, to be determined by mutual agreement of the respective superintendents.
  - b. The Town of Mooers agrees to rent, exchange or lent to any municipality any and all materials, machinery and equipment, with or without operators, which such municipality may need for its purposes. The determination as to whether such machinery or material is available for renting, exchanging or lending shall be made by the superintendent. In the event the superintendent determines that it will be in the best interest of the Town of Mooers to lend to another municipality, the superintendent is hereby authorized to lend to another municipality. The value of supplies or material loaned to another municipality may be returned to the Town of Mooers, by the borrowing municipality in the form of similar types and amounts of material or supplies, or by the use of equipment or receipt of services of equal value, to be determined by the respective superintendents.
  - c. The Town of Mooers agrees to repair or maintain machinery or equipment for any city/county/town/village under terms that may be agree upon by the superintendent, upon such terms as may be determined by the superintendent.
  - d. An operator or 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.
  - e. When receiving the services of an operator with a machine or equipment, the receiving superintendent shall make no request of any operator which would be inconsistent with any labor agreement. All machinery and the operator, for purposed of worker's compensation, liability and any other relationship with third parties, shall be considered the machinery of , and the employee of, the municipality owning the machinery and equipment.
  - f. The lending municipality shall be liable for any negligent acts resulting from the operation of its machinery or equipment by its own operator.
  - g. Each municipality shall remain fully responsible for its own employees, including but not limited to, salary, benefits and worker's compensation.
4. The renting, borrowing or lending, 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 signing of a memorandum by the superintendent. Such memorandum may be delivered to the other party via mail, personal delivery, facsimile machine, or any other method of transmission agreed upon.
5. In the event any shared services arrangement is made without a memorandum at the time of receipt of the shared service, the superintendent receiving the shared service shall within five days thereof, send to the provider a memorandum identifying the type, time, and date of the acceptance of the repair or maintenance shared service. In the event such shared service related to or included any materials or supplies, such memorandum shall identify such materials or supplies and time and place of delivery.
6. In the event a municipality wishes to rent machinery or equipment from another municipality or in the event a municipality wishes to determine the value of such renting for the

purposes of exchanging shared services or a comparable value, it is agreed that the value of the shared service shall be set forth in the memorandum.

7. In the event machinery or equipment being operated by an employee of 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.

8. Records shall be maintained by each municipality setting forth all machinery rentals, exchanges, borrowings, repair or maintenance and other shared services. Such records will be available for inspection by any municipality which has shared services with such municipality.

9. In the event a dispute arises relating to any repair, maintenance, or shared service and such dispute cannot be resolved between the parties, such dispute may be resolved through mediation or arbitration.

10. Any municipality which is party to this contract may revoke such contract by filing a notice of such revocation. Upon the revocation of such contract, any outstanding obligations shall be submitted within thirty days of such revocation.

11. Any action taken by the superintendent pursuant to the provision of this contract shall be consistent with the duties of such official and expenditures incurred shall not exceed the amounts set forth in the town budget for highway purposes.

12. The record of all transactions that have taken place as a result of the Town of Mooers participating in the services afforded by this contract shall be kept by the superintendent and a statement thereof, in a manner satisfactory to the town governing board, shall be submitted to the Town Board semiannually on or before the first day of June and on or before the first day of December of each year following the filing of the contract, unless the Town Board requests the submission of records at different times and dates.

13. If any provision of this contract is deemed to be invalid or inoperative for any reason, that part may be modified by the municipalities which are a party to this contract to the extent necessary to make it valid and operative, or if it cannot be so modified, then severed, and the remainder of the contract shall continue in full force and effect as if the contract had been signed with the invalid portion so modified or eliminated.

14. This contract shall be reviewed each year by the Town of Mooers and shall expire five years from the date of its signing by the Supervisor. The Town of Mooers Board may extend or renew this contract at the termination thereof for another five year period.

15. 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 service 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 for his or her municipality and the Superintendent has filed a copy with the Clerk of the undersigned municipality and the Superintendent.

The Town Clerk is authorized and directed to file a copy of the contract set forth in this resolution with the chief executive officer of the following municipalities:

Town of Altona	Town of Jay
Town of Ausable	Town of Mooers
Town of Beekmantown	Town of Peru
Town of Black Brook	Town of Plattsburgh
Town of Champlain	Town of Saranac
Town of Chazy	Town of Schuyler Falls
Town of Chesterfield	Town of Wilmington
Town of Clinton	Village of Champlain
Town of Dannemora	Village of Dannemora
Town of Ellenburg	Village of Rouses Point

City of Plattsburgh                      Clinton County Highway

This Resolution shall take effect immediately.

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Highway Superintendent

**SHARED SERVICES CONTRACT  
RESOLUTION #20-2016**

**IN WITNESS THEREOF**, the said has by order of the Town of Mooers Board, caused these presents to be subscribed by the Chief Executive Officer, and the seal of the Town of Mooers to be affixed and attested by the Clerk thereof, this 13th day of December 2016

**Town of Mooers**

**Motion by: Councilperson Perras**

**Seconded by: Councilperson Myatt**

**discussion: yes**

**Whereas;** the result of a Roll call was 5 AYES (Councilperson LaValley, Councilperson Myatt, Supervisor Menard, Councilperson Boulerice, Councilperson Perras) and 0 NOES.

**Therefore;** Supervisor Menard declared **Resolution #20-2016** adopted.

**New Business 4:**                      Supervisor Menard asked Mrs. Jessica Bulriss to read the petty cash resolution, which she did.

**RESOLUTION TO ESTABLISH PETTY CASH FUND FOR THE OFFICE OF THE TAX COLLECTOR**

**Whereas:** The collection of 2017 Land Taxes begins January 1, 2017, and

**Whereas:** There is the need for the office of the Tax Collector to have change for payments of taxes

**BE IT HEREBY RESOLVED THE TAX COLLECTOR BE ALLOTTED THE SUM OF \$300.00 FOR PETTY CASH FOR THE 2017 TAX SEASON**

**Motion: Supervisor Menard**

**Seconded by: Councilperson Myatt**

**Discussion: none**

The result of a Roll Call was 5 AYES (Supervisor Menard, Councilperson Myatt, Councilperson Barcomb, Councilperson Lavalley, and Councilman Perras) and 0 NOES.

**Therefore;** Supervisor Menard declared **Resolution #19-2016** is adopted.

**New Business 5:**                      Supervisor Menard asked Mrs. Jessica Bulriss to read the snow and ice agreement resolution, which she did.

**RESOLUTION TO EXTEND THE MUNICIPAL SNOW & ICE AGREEMENT**

**EXTENSION FOR THE 2018 - 2019 SEASON**

**Whereas;** Town of Mooers received necessary paperwork to extend their Municipal Snow & Ice Agreement Extension for 2018 - 2019 season, and

**Whereas;** Total NYS Municipal Snow & Ice agreement will be \$304,761.21, including \$6,095.22 per lane mile for 50.0 miles, and

**BE IT HEREBY RESOLVED THAT THE TOWN OF MOOERS ACCEPT THE NYS MUNICIPAL SNOW & ICE AGREEMENT EXTENSION FOR THE 2018 - 2019 SEASON**

**Motion: Supervisor Menard**

**Seconded by: Councilperson Boulерice**

**Discussion: yes**

The result of a Roll Call was 5 AYES (Councilperson LaValley, Councilperson Myatt, Supervisor Menard, Councilperson Boulерice, Councilperson Perras) and 0 NOES.

**Therefore;** Supervisor Menard declared **Resolution #18-2016** adopted.

**New Business 6:** Supervisor Menard stated that we need to set a date and time for the end of the year meeting. He stated that the meeting will be held Friday December 30, 2016 at 1:00pm

**Public Comment:**

**Public Comment 1:** Mrs. Scarlet Sample, present, requested that the Beautification balance be moved to the reserve fund for the memorial project. Supervisor Menard said he would check with Rena, but he believed that it automatically was transferred.

**Public Comment 2:** Mr. Dan Dumas, present, asked about the renaming of Missile Base Road. Supervisor Menard replied that it was done. Mr. Dumas also asked about the Old Plattsburgh/Letson/Fee Road. He stated from an Emergency Service standpoint the road is a nightmare. Supervisor Menard stated that he would check with Kelly.

**Executive Session:** Supervisor Menard stated that the board needed to go into executive session. A motion was made by Councilperson Perras to go into executive session. The motion was seconded by Councilperson Myatt. All in favor. Motion carried. The board went into executive session at 8:17 pm. The board came out of executive session at 8:42 pm.

**Voucher:** The Audited Vouchers to be paid off the Abstracted Vouchers on December 13, 2016 as follows:

General - Townwide -----	(Vouchers 272-292)-----	\$11,315.46
Highway - Townwide -----	(Vouchers 216-236)-----	\$49,344.72
Mooers Forks Lights-----	(Voucher 283)-----	\$410.40
Mooers Lights -----	(Voucher 283)-----	\$711.73
Trust & Agency -----	(Vouchers 35-37)-----	\$12,188.10
Union Cemetery-----	(Voucher 16)-----	\$250.87

**Total of Abstracted Vouchers Paid----- \$74,221.28**

**Adjourn:** Councilperson Perras made a motion for the meeting be adjourned The motion was seconded by Councilperson LaValley. All in favor. Thus, Supervisor Jeff Menard declared the motion carried. Meeting adjourned at 8:50 PM.

Respectfully Submitted,

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JESSICA K. BULRISS, TOWN CLERK/TAX COLLECTOR



