



Town of Minerva

*Stephen McNally, Supervisor
Douglas McCall, Councilman
Keith Dubay, Councilman
David LaBar, Councilman
Scott Fish, Councilman
Jon Fish, Highway Superintendent
Diana Mason, Town Clerk*

PO Box 937,
5 Morse Memorial Highway
Minerva, NY 12851
518-251-2869 (phone)
518-251-5136 (fax)

<http://www.townofminerva.com>

Public service is a privilege. Thank you for allowing us to serve you.

Thank you for attending tonight's town board meeting. We will hold two public comment periods. The first, at the beginning of the meeting, will be limited to 10 minutes. The second, at the end of the meeting, will be as long as it needs to be.

Public comment, like public service, is a privilege. Thank you in advance for sharing your questions and concerns and for respecting your neighbors who are here as a member of the public or as a member of the board.

The Town of Minerva reserves the right to enter into executive sessions to consider issues allowable under the New York State Open Meetings Law. We will do our best to schedule those at the end of the meeting for the convenience of those attending. There may be times when it will be prudent for us to enter executive session earlier in the evening. We apologize in advance for any inconvenience that this may cause to those attending our meetings.

Corresponding meeting material is located in the blue binder and on our web page. We would be happy to make copies upon request during normal business hours.

Town of Minerva Board Meeting Agenda March 5th, 2020

Roll Call

Pledge of Allegiance

Public Comment

Approval of February 20th Board meeting minutes
Approval of February 25th Public Hearing minutes

Correspondence
Ellen Eager

New Business

Resolution to Approve Justice Audit
Resolution to Set Campground Rates for 2020
Resolution to Encourage State Support for Frontier Town
Resolution to Approve Water Quality Mailing as a Pre Pay
Resolution to Approve Agreements with JES, Inc.
Resolution to Authorize NYSDOT Shared Services Agreement

Supervisor's Report

Highway Superintendent's Report

Department Reports

Food Pantry – February
Transfer Station - February

Public Comment

Councilmen Comments

Adjournment

Town of Minerva
Town Board Meeting
February 20, 2020

199

The Semi-monthly meeting of the Minerva Town Board held on Thursday, February 20, 2020 was called to order at 7:00 PM ~Upon Roll Call~

Stephen McNally- Supervisor-present

Douglas McCall-Councilman-present

Keith Dubay-Councilman-present

David LaBar-Councilman-present

Scott Fish-Councilman-present

Pledge of Allegiance

Public Comment #1 None

- #64 Motion by Dubay seconded by LaBar to accept the minutes of the February 6, 2020 semi monthly meeting with correcting that a herbicide not pesticide will be used in Minerva Lake. Carried 5-0

Correspondence was read from: Michele Fraser requesting the water bill for property owned by Barbara Curtis be waived due to her being in a long term care facility and the water has been turned off.

- #65 Motion by Dubay seconded by LaBar to approve the Abstract of Voucher #58-152 with General Fund \$40,818.51; Highway Fund \$62,915.50; Parks District \$7,565.65; Fire Protection fund: \$68,185.00; Park & Playground Capital Improvement Fund: \$0; Water District \$393.52; Justice Court Cap Imp Fund: \$0; CC Capital Imp Fund \$0; Ice Rink Pavilion Capital: \$31.75; Minerva Lake Dam Repair Cap \$0; Prepaid: \$75,345.55 for Grand Total of \$255,255.48. Carried 5-0

- #66 Motion by McCall seconded by Dubay to accept the Operating Statements dated 12/31/2019 and 1/31/2020. Carried 5-0

- #67 Motion by McCall seconded by Dubay to approve Cash Reports for December 2019 and January 2020. Carried 5-0

- #68 Motion by Dubay seconded by LaBar to approve RESOLUTION to authorize water bill waiver on Barbara Curtis property. Carried 5-0

- #69 Motion by McCall seconded by Dubay to approve RESOLUTION to accept the Annual Financial report for the year ending December 31, 2019. Carried 5-0

- #70 Motion by Dubay seconded by Fish to approve RESOLUTION to authorize

Town of Minerva
Town Board Meeting
February 20, 2020

budget amendment.

Carried 5-0

- #71 Motion by McCall seconded by LaBar to approve RESOLUTION to advertise for a concession stand operator for 2020.

Carried 5-0

- #72 Motion by Dubay seconded by Fish to approve RESOLUTION to approve advertising for MYP counselors and bus driver, bathing beach staff and night watchman.

Carried 5-0

Supervisor Report: reminded public about public hearing on ice rink pavilion and informational hearing on herbicide usage in Minerva Lake; presented Sue Crouse with a recognition plaque from Catholic Charities for her contribution to the residents in the town.

Highway Superintendent: handed out financial specifications on the purchase of a new loader; reported windshields were replaced on several pieces of equipment and much summer work will be on winter storm damage.

- #73 Motion by McCall seconded by Dubay to accept the Town Clerk report dated January 2020.

Carried 5-0

#Public Comment #2-Randy Mason asked who to notify about severe crevice in road by the Robert Savarie residence.

- #74 Motion by Dubay seconded by McCall to purchase a highway loader according to the financial printout presented by the Superintendent with \$11,000 from fund balance and \$20,000 from highway equipment line the balance as shown in presentation. Roll Call Vote: YES~Fish, LaBar, Dubay, McCall, McNally. NO~none.

Carried 5-0

- #75 Motion by LaBar seconded by Dubay to go into executive session at 7:46 PM for the purpose of personnel.

Carried 5-0

- #76 Motion by Dubay seconded by McCall to come out of executive session at 7:58 PM and return to regular session.

Carried 5-0

Councilman Comments:

Fish-none

LaBar-agreement has been reached with the rescue squad and Johnsburg to lease the ambulance for \$100 per month; lake permits for herbicide use has been filed with APA and DEC, with treating to take place late May or early June; reported on NYC trip.

Town of Minerva
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Dubay-non

McCall-YC sledding party had good turn out; trip to West Mountain on March 6 and Sky Zone on March 20.

#77 Motion by Dubay seconded by McCall to adjourn at 8:05 PM. Carried 5-0

Diana Mason
Town Clerk

Town of Minerva
Town Board Public Hearing
February 25, 2020

A Public Hearing was held on Tuesday, February 25, 2020 at 7:00 PM in the Community Center on the subject of Skating rink/pavilion to be built.

Present:

Supervisor Stephen McNally

Councilman Douglas McCall

Councilman David LaBar

Councilman Scott Fish

Public: Bonnie McNally, Keith Iversen, Heidi Kelly, Randy Mason, Jessica Coyle, Lisa Salamon, Darlene Duffy, Kathy Halloran, Theresa Haley, Betty LeMay, Peg Villeneuve and a couple unnamed individuals.

Supervisor McNally opened the hearing by explaining reasons to replace the existing rink with a new and larger facility, where the funding is coming from, the location and look of the building.

Questions from the public were taken and answered. Questions included: exact location in relation to present one, available parking; will it be enclosed for hockey; maintenance required not just in winter but all year; cost of upkeep; lights and electric included; need for new picnic tables; if a master plan is in place for all areas of the beach, campground and fields; how water run off will be handled; will maintenance be done on two existing pavilions.

The hearing was closed at 7:36 PM.

Diana Mason
Town Clerk

2/26/2020

Town of Minerva Mail - Retirement



Danae Tucker <finance@townofminervany.gov>

Retirement

1 message

jaeager1 . <jaeager@gmail.com>
To: finance@townofminervany.gov

Wed, Feb 26, 2020 at 4:05 PM

To the Minerva Town Board:

Please accept my retirement from my position of Acting Town Health Officer, effective February 1st 2020.

Sincerely,
Ellen Eager

<https://mail.google.com/mail/u/0?ik=b6f17af5e8&view=pt&search=all&permthid=thread-f%3A1659634968872341682&simpl=msg-f%3A165963496887...> 1/1

Resolution No. _____

TOWN OF MINERVA

March 5, 2020
Regular Board Meeting

Resolution to Approve the Audits of the Town Justice Court

The following resolution was offered by _____ who moved its adoption.

WHEREAS the Town of Minerva maintains a Town Justice Court; and

WHEREAS the Town of Minerva has two serving Justices, Arthur Liberty and Daniel Palmer; and

WHEREAS the State of New York requires that Town and Village Justice Courts be audited by Town Board Members on an annual basis; and

WHEREAS Town Board members David LaBar and Douglas McCall have concluded (2/26/20) the annual audits of the Justice Court for the Town of Minerva, and found the records, systems and processes of the Justices to be in compliance with the standards of the State of New York for the year 2019.

NOW BE IT RESOLVED that the Town Board of the Town of Minerva approves the Town Justice Court audits.

This resolution was duly seconded by _____. A roll call vote was taken with the following resolution:

AYES: _____ Dubay
_____ McCall
_____ LaBar
_____ Fish
_____ McNally

NOES: _____ Dubay
_____ McCall
_____ LaBar
_____ Fish
_____ McNally

As the duly elected Town Clerk of the municipality known as the Town of Minerva, I do hereby certify the following resolution was offered and duly seconded at the regular bimonthly board meeting held on _____ with the results of said resolution noted above.

Dated: _____

Signature _____
Diana Mason, Town Clerk

TOWN SEAL

Resolution No. _____ TOWN OF MINERVA March 5, 2020
Regular Board Meeting

Resolution to Set Campground Rates for the 2020 Season

The following resolution was offered by _____ who moved its adoption:

Whereas, the Town of Minerva maintains a public Campground; and

Whereas, the Town of Minerva maintains a rate schedule for said Campground;

Now therefore be it Resolved, The Town Board of the Town of Minerva sets the rates for existing campsites for the 2020 camping season as follows:

| RESIDENT RATES | | NON-RESIDENT | |
|----------------|-------|--------------|-------|
| Over-night: | \$20 | Over-night: | \$35 |
| Weekend: | \$25 | Weekend: | \$60 |
| 3 Nights: | \$30 | 3 Nights: | \$85 |
| Week (7): | \$60 | Week (7): | \$135 |
| Month: | \$180 | Month: | \$430 |
| Seasonal: | \$400 | Seasonal: | \$900 |

This resolution was duly seconded by _____. A roll call vote was taken with the following results:

AYES: _____ Dubay
_____ McCall
_____ Labar
_____ Fish
_____ McNally

NOES: _____ Dubay
_____ McCall
_____ Labar
_____ Fish
_____ McCall

As the duly elected Town Clerk of the municipality known as the Town of Minerva, I do hereby certify the following resolution was offered and duly seconded at the regular bimonthly board meeting held on _____ with the results of said resolution noted above.

Dated: _____

Signature _____
Diana Mason, Town Clerk
TOWN SEAL

Resolution No. _____

TOWN OF MINERVA

March 5, 2020

Regular Board Meeting

Resolution Encouraging NYS Legislature and Governor Andrew Cuomo to Make It a Priority to Allocate Funds from the 2020 Budget for the Continued Redevelopment and Implementation of the Tourism Hub That Will Serve as a Gateway to the Adirondacks at Exit 29/Frontier Town Project, North Hudson

The following resolution was offered by _____ who moved its adoption:

Whereas, the Town of North Hudson is involved in a cooperative and joint effort with Empire State Development (ESD), Department of Environmental Conservation (DEC), and the County of Essex to redevelop and conserve the former Frontier Town property and potential related or adjacent properties to create a world class outdoor recreational and tourism hub that will serve as a Gateway to the Adirondacks at Exit 29 of the Northway; and

Whereas, in order to facilitate this cooperative effort, it is necessary for the various parties, as referenced above, to cooperate with each other and commence the next steps necessary to facilitate a private/public initiative that will transform the site into a world class destination; and

Whereas, since Governor Cuomo's 2017 announcement of this joint effort to bring economic development and tourism to the area of the Upper Hudson Recreation Hub, there is a new New York State Department of Environmental Conservation Campground known as Frontier Town Campground, Equestrian and Day Use Area, a new brewery known as the Paradox Brewery and a new private owner of the A-frame on the Master project site; and

Whereas, as the project moves into the next phase of critical development the Town Board of the Town of Minerva strongly urges New York State Legislators and Governor Cuomo to commit to the completion of its vision and continue in its efforts to move this Gateway Project forward; and

Now therefore be it Resolved, in order to promote tourism and better visitor experience and to provide economic development The Town Board of the Town of Minerva is encouraging the New York State Legislators and Governor Cuomo to provide State funding for the next critical phase of the Gateway project; and

Be it further resolved, that a copy of this resolution be forwarded to: Governor Andrew Cuomo, Senator Elizabeth Little, Assemblyman Dan Stec and Senator Todd Kaminsky.

This resolution was duly seconded by _____. A roll call vote was taken with the following results:

AYES: _____ Dubay
_____ McCall
_____ Labar
_____ Fish
_____ McNally

NOES: _____ Dubay
_____ McCall
_____ Labar
_____ Fish
_____ McCall

As the duly elected Town Clerk of the municipality known as the Town of Minerva, I do hereby certify the following resolution was offered and duly seconded at the regular bimonthly board meeting held on _____ with the results of said resolution noted above.

Dated: _____

Signature _____
Diana Mason, Town Clerk
TOWN SEAL

Resolution No. _____

TOWN OF MINERVA

March 5, 2020

Regular Board Meeting

Resolution to Approve Post Office Payment as a Pre-Pay

The following resolution was offered by _____ who moved for its adoption:

Whereas the Town of Minerva operates a Water District; and

Whereas the Town of Minerva has an obligation to publish the Annual Water Quality Report;
and

Whereas the US Postal Service will no longer take credit cards as payment for mass mailings of
this type, and instead requires a check;

Now be it resolved that the Town Board of the Town of Minerva authorizes the payment for the
Annual Water Quality mailing through the US Postal Service as a Pre-Pay in an amount not to
exceed \$300.

This resolution was duly seconded by _____. A roll call vote was taken with
the following results:

AYES: _____Dubay
_____McCall
_____LaBar
_____Fish
_____McNally

NOES: _____Dubay
_____McCall
_____LaBar
_____Fish
_____McNally

As the duly elected Town Clerk of the municipality known as the Town of Minerva, I do hereby
certify the following resolution was offered and duly seconded at the regular bimonthly board
meeting held on _____ with the results of said resolution noted above.

Dated: _____

Signature _____

Diana Mason, Town Clerk

TOWN SEAL

Annual Drinking Water Quality Report for 2019
Minerva Water District
Town of Minerva
PO Box 937, Minerva, NY 12851
(Public Water Supply ID#1500286)

INTRODUCTION

To comply with State regulations, we will be annually issuing a report describing the quality of your drinking water. The purpose of this report is to raise your understanding of drinking water and awareness of the need to protect our drinking water sources. Last year, your tap water met all State drinking water health standards. We are proud to report that our system did not violate a maximum contaminant level or any other water quality standard. This report provides an overview of last year's water quality. Included are details about where your water comes from, what it contains, and how it compares to State standards.

If you have any questions about this report or concerning your drinking water, please contact Tim Sheehan or Jon Fish at (518) 251-3373 or the New York State Department of Health Saranac Lake District Office at 518-891-1800. We want you to be informed about your drinking water. If you want to learn more, please attend any of our regularly scheduled town board meetings that are held the first and third Thursdays of every month at 7:00 p.m. in the Town Hall.

WHERE DOES OUR WATER COME FROM?

In general, the sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activities. Contaminants that may be present in source water include: microbial contaminants; inorganic contaminants; pesticides and herbicides; organic chemical contaminants; and radioactive contaminants. In order to ensure that tap water is safe to drink, the State and the EPA prescribe regulations which limit the amount of certain contaminants in water provided by public water systems. The State Health Department's and the FDA's regulations establish limits for contaminants in bottled water which must provide the same protection for public health.

The Minerva Water District serves the hamlets of Minerva and Olmstedville. Our water source consists of two drilled wells. Water from both wells is disinfected with sodium hypochlorite before it enters the distribution system. The system serves approximately 800 people through 320 service connections.

NYSDOH completed a source water assessment of our wells and has rated these wells as having an elevated susceptibility. No significant sources of contamination were identified. The wells draw water from an unconfined aquifer and overlying soils are not known to provide adequate protection from potential contamination. Please note that our water supply is disinfected to ensure that the finished water delivered to your home meets the New York State's drinking water standards for microbiological contamination. The health department will use this information to direct future source water protection activities. These may include water quality monitoring, resource management, planning, and education programs.

ARE THERE CONTAMINANTS IN OUR DRINKING WATER?

As the State regulations require, we routinely test your drinking water for numerous contaminants. These contaminants include: total coliform, turbidity, inorganic compounds, nitrate, nitrite, lead and copper, volatile organic compounds, total trihalomethanes, haloacetic acids, radiological and synthetic organic compounds. The table presented below depicts which compounds were detected in your drinking water. The State allows us to test for some contaminants less than once per year because the concentrations of these contaminants do not change frequently. Some of our data, though representative, are more than one year old.

It should be noted that all drinking water, including bottled drinking water, may be reasonably expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the EPA's Safe Drinking Water Hotline (800-426-4791) or the New York State Health Department at 518-891-1800.

| Table of Detected Contaminants | | | | | | | |
|---------------------------------|------------------|----------------|------------------------------------|------------------|------|----------------------------------|--|
| Contaminant | Violation Yes/No | Date of Sample | Level Detected | Unit Measurement | MCLG | Regulatory Limit (MCL, TT or AL) | Likely Source of Contamination |
| Inorganic Contaminants | | | | | | | |
| Copper | No | 2019 | 0.180 ¹ .0403 – .261 | mg/L | 1.3 | 1.3 (AL) | Corrosion of household plumbing systems. |
| Lead | No | 2019 | 0.0058 ² ND – 0.0216 | mg/L | 0 | 0.015 (AL) | Corrosion of household plumbing systems. |
| Barium | No | 2019 | 0.052 | mg/L | 2 | 2 (MCL) | Erosion of natural deposits. |
| Zinc | No | 2019 | 0.025 | mg/L | n/a | 5 (MCL) | |
| Chloride | No | 2019 | 136 | mg/L | n/a | 250 (MCL) | Naturally occurring or indicative of road salt contamination |
| Sulfate | No | 2019 | 109 | mg/L | n/a | 250 (MCL) | Naturally Occurring |
| Sodium ³ | No | 2019 | 49.4 | mg/L | n/a | | Naturally occurring; Road Salt; Water Softeners; Animal Wastes |
| Nitrate | No | 2018 | 0.156 | mg/L | 10 | 10 (MCL) | Runoff from fertilizer use; Leaching from septic tanks, sewage; erosion of natural deposits. |
| Disinfection Byproducts | | | | | | | |
| Total Haloacetic Acids (HAA5s) | No | 2019 | 1.5 | ug/L | n/a | 60 (MCL) | Byproduct of drinking water chlorination |
| Total Trihalomethanes (TTHMs) | No | 2019 | 11.3 | ug/L | n/a | 80 (MCL) | Byproduct of drinking water chlorination |
| Radioactive Contaminants | | | | | | | |
| Radium 228 | No | 2017 | 0.33 | pCi/L | 0 | 5 (MCL) | Erosion of natural deposits |
| Gross Alpha | No | 2017 | <1.1 | pCi/L | 0 | 15 (MCL) | Erosion of natural deposits. |

Notes:

1 – The level presented represents the 90th percentile of the 10 sites tested. A percentile is a value on a scale of 100 that indicates the percent of a distribution that is equal to or below it. The 90th percentile is equal to or greater than 90% of the copper values detected at your water system. In this case, ten samples were collected at your water system and the 90th percentile value was the second highest value. The action level for copper was not exceeded at any of the sites tested.

2 – The level presented represents the 90th percentile of the ten samples collected. The action level for lead was exceeded at one of the sites tested.

3 – Sodium is naturally occurring, but can also be associated with road salt contamination or water softener use. Water containing more than 20 mg/l of sodium should not be used for drinking by people on severely restricted sodium diets. Water containing more than 270 mg/l of sodium should not be used for drinking by people on moderately restricted sodium diets.

Definitions:

Maximum Contaminant Level (MCL): The highest level of a contaminant that is allowed in drinking water. MCLs are set as close to the MCLGs as feasible.

Maximum Contaminant Level Goal (MCLG): The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.

Maximum Residual Disinfectant Level (MRDL): The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.

Maximum Residual Disinfectant Level Goal (MRDLG): The level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contamination.

Action Level (AL): The concentration of a contaminant which, if exceeded, triggers treatment or other requirements which a water system must follow.

Non-Detects (ND): Laboratory analysis indicates that the constituent is not present.

Milligrams per liter (mg/l): Corresponds to one part of liquid in one million parts of liquid (parts per million - ppm).

Micrograms per liter (ug/l): Corresponds to one part of liquid in one billion parts of liquid (parts per billion - ppb).

Picocuries per liter (pCi/L): A measure of the radioactivity in water.

WHAT DOES THIS INFORMATION MEAN?

As you can see by the table, our system had no violations. We have learned through our testing that some contaminants have been detected; however, these contaminants were detected below the level allowed by the State. One of our lead sampling sites exceeded the Action Level. This homeowner was notified of the results.

IS OUR WATER SYSTEM MEETING OTHER RULES THAT GOVERN OPERATIONS?

During 2019, our system was in compliance with applicable State drinking water operating, monitoring and reporting requirements. During June 2019, we had two water main breaks that resulted in the need for a Boil Water Order. Only portions of the Water District were affected, and public notice was provided to all affected customers.

DO I NEED TO TAKE SPECIAL PRECAUTIONS?

Although our drinking water met or exceeded state and federal regulations, some people may be more vulnerable to disease causing microorganisms or pathogens in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice from their health care provider about their drinking water. EPA/CDC guidelines on appropriate means to lessen the risk of infection by *Cryptosporidium*, *Giardia* and other microbial pathogens are available from the Safe Drinking Water Hotline (800-426-4791).

WHY SAVE WATER AND HOW TO AVOID WASTING IT?

Although our system has an adequate amount of water to meet present and future demands, there are a number of reasons why it is important to conserve water:

- ◆ Saving water saves energy and some of the costs associated with both of these necessities of life;
- ◆ Saving water reduces the cost of energy required to pump water and the need to construct costly new wells, pumping systems and water towers; and
- ◆ Saving water lessens the strain on the water system during a dry spell or drought, helping to avoid severe water use restrictions so that essential firefighting needs are met.

You can play a role in conserving water by becoming conscious of the amount of water your household is using, and by looking for ways to use less whenever you can. It is not hard to conserve water. Conservation tips include:

- ◆ Automatic dishwashers use 15 gallons for every cycle, regardless of how many dishes are loaded. So get a run for your money and load it to capacity.
- ◆ Turn off the tap when brushing your teeth.
- ◆ Check every faucet in your home for leaks. Just a slow drip can waste 15 to 20 gallons a day. Fix it and you can save almost 6,000 gallons per year.
- ◆ Check your toilets for leaks by putting a few drops of food coloring in the tank, watch for a few minutes to see if the color shows up in the bowl. It is not uncommon to lose up to 100 gallons a day from one of these otherwise invisible toilet leaks. Fix it and you save more than 30,000 gallons a year.

CLOSING

Thank you for allowing us to continue to provide your family with quality drinking water this year. In order to maintain a safe and dependable water supply we sometimes need to make improvements that will benefit all of our customers. Rate adjustments may be necessary in order to address improvements projects that are necessary to maintain our water system. We ask that all our customers help us protect our water sources, which are the heart of our community. Please call our office if you have questions.

Resolution No. _____ TOWN OF MINERVA March 5, 2020
Regular Board Meeting

Resolution to Approve Letter of Agreement, Contract for Emergency Ambulance Service and Vehicle Lease Agreement with Johnsbury Emergency Squad, Inc.

The following resolution was offered by _____ who moved for its adoption:

Whereas the Town of Minerva has agreed to contract with Johnsbury Emergency Squad, Inc. to provide emergency services for the residents of Minerva; and

Whereas this agreement is composed of a Letter of Agreement, a Contract for Emergency Ambulance Service, and a Vehicle Lease Agreement (see attached);

Now be it resolved that the Town Board of the Town of Minerva approves the attached Letter of Agreement, the Contract for Emergency Ambulance Service, and the Vehicle Lease Agreement.

This resolution was duly seconded by _____. A roll call vote was taken with the following results:

| | |
|------------------|------------------|
| AYES: _____Dubay | NOES: _____Dubay |
| _____McCall | _____McCall |
| _____LaBar | _____LaBar |
| _____Fish | _____Fish |
| _____McNally | _____McNally |

As the duly elected Town Clerk of the municipality known as the Town of Minerva, I do hereby certify the following resolution was offered and duly seconded at the regular bimonthly board meeting held on _____ with the results of said resolution noted above.

Dated: _____

Signature _____
Diana Mason, Town Clerk

TOWN SEAL

LETTER OF AGREEMENT

THIS AGREEMENT, made the ____ day of _____, 2020, by and between the **MINERVA VOLUNTEER FIRE DEPARTMENT AND RESCUE SQUAD**, with its principal place of business at 1495 State Route 28N, Minerva, New York 12851 (hereinafter "MVFDRS") and **JOHNSBURG EMERGENCY SQUAD, INC.**, a domestic not-for-profit corporation organized and existing under the laws of the State of New York and maintaining a principal place of business at 624 Peaceful Valley Road, North Creek, New York 12853 (hereinafter "JES").

TERMS:

- MVFDRS agrees to transfer its Ambulance Operating Certificate, (CON,) to Johnsbury Emergency Squad effective ____, 2020.
- JES will enter in a contract with the Town of Minerva to provide Emergency Medical Service and transport to residents and visitors to the Town. Terms of the contract include creating and managing a First Response program, as well as conditions for maintaining an ambulance in Minerva, insurance, reporting, training and maintaining of the CON. A copy of this contract will be made available to MVFDRS.
- MVFDRS agrees to lease its 2010 Ford Ambulance and all its equipment therein to JES for the annual rate of \$1200. (See attached Lease Agreement.) Johnsbury will pay the amount at the beginning of contract.
- JES will be responsible for maintaining the equipment inside, including the payment of any lease agreements MVFDRS has for equipment service. JES will ensure the ambulance and equipment meets all requirements for providing Advanced Life Support under Article 30 of Public Health Law of New York State Department of Health, as well as the regulations of the Regional Emergency Medical Service Council. Upon Termination of Agreement JES will return vehicle and all equipment currently owned by MVFDRS. (See Attached Lease Agreement Termination Section.)
- JES agrees to insure the vehicle and equipment therein. JES will pay for fuel for the vehicle. The Town of Minerva will pay for maintenance and repairs of vehicle.
- JES agrees to not alter the vehicle except what's necessary to meet requirements of NYS DOH, Mt Lakes Regional EMS Council, and or Warren County Sheriff's Dept.
- JES will take over the leasing and filling of all oxygen tanks currently held by MVFDRS.
- JES agrees to restock all first aid bags and AEDs held by responding members.
- JES will provide a fully stocked first aid bag and AED to be kept in Minerva Station to be used by first responders when needed.
- JES will hire Cameron Dubay as Minerva Operations Manager. The Minerva OM will be equipped with a portable radio and any first aid equipment he needs. The Minerva OM will be responsible for scheduling drivers and responders. He/She will inspect the Minerva ambulance periodically and communicate with JES President any equipment needed. The Minerva OM will also read all PCRs from Minerva calls and review for QI as required by North Country QI Group Policy. Minerva OM will also send out survey letters to all Minerva patients transported. Minerva OM will hold at least 4 in-house trainings per year.

- All providers and drivers for Minerva First Response Program will be members of JES. On call Providers will be paid \$50 for each scheduled 12-hour shift. They will be paid at least an additional \$50 for each transport they go on. Drivers will be paid at least \$50 for any transport they drive for. Drivers and Providers are free to be JES volunteers if they don't want to be paid.
- The primary role of on call providers is to respond to the scene when Minerva First Response is toned by Warren County Dispatch. If a provider is willing to transport during the shift, then the OM will endeavor to schedule a driver. Providers unwilling to transport are welcome to respond to Johnsburg calls, though not obligated to. If a provider is willing to transport, and is scheduled with a driver, then Minerva will be toned for Mutual Aid for Johnsburg.
- JES agrees to provide training and continuing education of its membership, including such certification and re-certification requirements of Mt Lakes and NYSDOH. JES will make every effort to ensure all its members get the training they wish, including online, in house, and conferences.
- JES will open a separate bank account for Minerva billing revenue. All revenue from calls taking place within the Town of Minerva will be deposited to this account. Every month JES will send a report to the Town of Minerva detailing all revenue and expenses from the account, (profit and loss.) This report will be available to any member who desires to see it. The primary purpose of the account is to benefit the membership: training expenses, competitive pay (including possibly increasing on-call rate and availability,) and other benefits.
- JES will amend its Bylaws to open two Director's seats on its Board with the purpose of recruiting residents from Minerva, (including current and past members of MVFDRS,) to ensure the needs of its citizens are being addressed. JES will make every effort to recruit members with a background in providing medical care.

IN WITNESSETH WHEREOF, the parties have set their respective hands as of the date and year first above written.

MINERVA FIRE DEPARTMENT AND RESCUE

By: _____

JOHNSBURG EMERGENCY SQUAD, INC.

By: _____

CONTRACT FOR EMERGENCY AMBULANCE SERVICE

THIS AGREEMENT, made the ____ day of _____, 2020, by and between the **TOWN OF MINERVA, NEW YORK**, a municipal corporation with its principal place of business at 5 Morse Memorial Hwy, Minerva, New York 12851 (hereinafter "Town") and **JOHNSBURG EMERGENCY SQUAD, INC.**, a domestic not-for-profit corporation organized and existing under the laws of the State of New York and maintaining a principal place of business at 624 Peaceful Valley Road, North Creek, New York 12853 (hereinafter "JES").

WITNESSETH:

WHEREAS, the Town of Minerva desires to enter in a contract with JES to provide general ambulance service for the purpose of treating and transporting sick and injured persons found within its boundaries to an acute care hospital; and

WHEREAS, JES is a not-for-profit corporation which provides prehospital emergency medical treatment, including basic life support and advanced life support, and transportation for sick or injured persons, and is certified by the NY State Department of Health as an ambulance service; and

WHEREAS, JES is desirous of furnishing emergency medical services to the Town of Minerva under the terms and conditions set forth herein; and

WHEREAS, the Town Board of the Town of Minerva, and the Board of Directors of JES, have each duly authorized this agreement

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the Town of Minerva does engage JES to furnish emergency medical services to the Town of Minerva, and that JES agrees to furnish such services to wit:

1. TERM

1.1 The term of this Agreement shall be for a period of one year, commencing April 1st, 2020, and terminating March 31st, 2021, unless sooner terminated as herein provided.

2. SERVICES TO BE PROVIDED

2.1 JES will provide basic and advanced life support emergency medical and transportation services to sick or injured persons residing in and/or located within the Town in accordance with the regulations and requirements of Article 30 of the Public Health Law New York State Department of Health, Bureau of Emergency Medical Services as well as the applicable regulations and requirements of Regional Emergency Medical Service Council.

2.2 JES will establish a 'first response' program within the Town to provide emergency medical treatment prior to the arrival of a Johnsburg ambulance. JES will make every reasonable effort to schedule first responders, (EMT, AEMT, CCT, and Paramedic,) as well as drivers who can bring an ambulance from the Minerva Station.

2.3 JES will endeavor to respond to every call, but the Town recognizes that occasionally there are limitations above and beyond the control of JES due to a temporary lack of ambulances and personnel available. The Town holds JES harmless for any failure on the part of JES to provide services on occasions when such resources are temporarily unavailable.

2.4 JES will lease from the Minerva Volunteer Fire Department their 2010 Ford ambulance and will be responsible for maintaining the equipment inside. JES will ensure the ambulance and equipment meets all requirements for providing Advanced Life Support under Article 30 of Public Health Law of New York State Department of Health, as well as the regulations of the Regional Emergency Medical Service Council. JES will insure and fuel the vehicle, as well as make routine checks of the vehicle and equipment, but the Town agrees to pay for the vehicle's maintenance and repairs. JES will make every reasonable effort to keep an ambulance in the Minerva Station, but the Town will hold JES harmless for any failure to station an ambulance in Minerva when such an ambulance is temporarily unavailable.

2.5 JES shall maintain and hold all required certifications from the New York State Department of Health, Bureau of Emergency Medical Services and/or the applicable Regional Emergency Medical Service Council necessary for JES to operate advanced life support service in the Town and to provide the services under this Agreement. Any loss or suspension of such certifications shall be deemed a material breach of this Agreement by JES.

3. COMPENSATION

3.1 In consideration of the ambulance services provided, the Town shall annually pay to JES the amount of Eighty-Nine Thousand Dollars, in accordance with the conditions and payment schedule below.

3.2 The annual contract amount shall be paid by the Town to JES in four installments. The first payment of \$47,000 will be paid at the beginning of the contract, with the purpose of covering JES additional operating expenses for the year. The remaining \$42,000 will cover expenses for the First Response Program initiated and paid for by JES. This payment will be divided into three installments and paid to JES at the beginning of each successive quarter. If the amount spent by JES on their First Response Program is less than the amount specified in the quarterly payment, then JES and the Town will reconcile the amount and adjust the payment.

| Payment Date | Payment Amount |
|--------------------------------|----------------|
| April 1 st , 2020 | \$47,000 |
| July 1 st , 2020 | \$14,000 |
| October 1 st , 2020 | \$14,000 |
| January 1 st , 2021 | \$14,000 |

5. REPORTS

5.1 In addition to the monthly billing statements sent to the Town of Minerva, JES shall send to the Town a monthly Agency Report detailing the status of JES agency personnel, training, and equipment. Included in this monthly report will be a breakdown of calls taken within the Town of Minerva by JES, as well as any other information reasonably requested by the town, such as call type, location, response times.

5.2 JES will also forward monthly financial statements to the Town of Minerva, including a Profit and Loss report as well as a Balance Sheet. At any time JES shall, at the request of the Town, provide audited financial reports for JES, with the expense of such audit being split between and Town and JES.

6. TRAINING, EDUCATION, AND CERTIFICATION

JES agrees to provide training and continuing education of its membership, including such certification and re-certification as may be required by law. JES further agrees to keep in force the Ambulance Service Certificate, and to maintain compliance with the applicable requirements of article 30 of the Public Health Law and the State Emergency Medical Service Code.

8. INSURANCE

JES shall procure and maintain during the term of this Agreement liability insurance with limits of liability of not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$1,000,000 in excess/umbrella coverage. JES shall also procure and maintain during the term of this Agreement commercial and/or business vehicle insurance on all vehicles with limits of liability of not less than \$1,000,000 per occurrence and \$1,000,000 in excess/umbrella coverage, and which shall include owned, non-owned, leased and hired vehicles. JES shall keep and maintain statutory workers compensation and employers liability coverage for all employees, including corporate officers.

9. NO EMPLOYMENT AND MAINTENANCE

JES and the Town agree that JES is acting as a vendor and independent contractor with respect to the provision of the services described in this Agreement, and nothing herein shall be deemed to create an employment relationship between the Town and JES or its employees/volunteers. JES shall keep and maintain all of its owned vehicles and equipment in good and working order to perform the services to be provided by JES hereunder.

10. JES BOARD OF DIRECTORS

JES will amend its Bylaws to open at least two Director's seats on its Board with the purpose of recruiting community members from Minerva to ensure the needs of its citizens are

being addressed. JES will make every effort to recruit community members with a background in providing medical care.

11. TERMINATION

11.1 This Agreement may be terminated:

a. By either upon party at least sixty (60) days written notice of its intent to terminate the contract at the expiration of the then-current term; or

b. By either party in the event of a material breach or failure to perform hereunder on the part of the other, provided that such breach or failure to perform is not cured within thirty (30) days after delivery of written notice to the party in default. A "material breach" as set forth above shall include but not be limited to: (a) failure by JES to keep and maintain any required license(s), training and/or insurance required under this Agreement; (b) failure by JES to respond to calls for service in the Town to be supplied by JES pursuant to this Agreement; (c) any other failure by either party to perform any obligation pursuant to this Agreement.

11.2 Upon expiration or termination of the Agreement, JES shall have no further liability or responsibility for providing services under this Agreement. In the event that all amounts due to JES from the Town as of the date of termination have been duly paid, the Town shall be entitled to a pro rata refund of any excess portion of any quarterly payment made.

11.3 Upon termination of the Agreement, and at the request of the Town or the Minerva Volunteer Fire Department, JES agrees to support the Town or the Fire Department in obtaining a Certificate of Need for the District encompassing the Town of Minerva.

12. NOTICES

All notices given pursuant to this Agreement shall be in writing and addressed to the party as set forth on the first page of this Agreement (or such other address as either party may from time to time designate by written notice). Any such notice shall be effective as of the date it is delivered.

13. INDEMNIFICATION

To the fullest extent permitted by law, JES shall indemnify, defend and hold harmless the Town, its officers, employees and agents from and against any and all claims, actions, damages, losses and expenses, including but not limited to attorney's fees, for any actual or alleged injury to any person or persons, including death, or damage to or destruction of property arising out of any act or omission on the part of the JES, its employees, officers, directors, members, agents or subcontractors in connection with any work or services performed by JES pursuant to this Agreement. JES waives the right of subrogation against the Town for any claim under this Agreement.

14. ASSIGNMENT

Neither party shall assign any of the rights and obligations hereunder without the prior written consent of the other party.

15. GOVERNING LAW AND VENUE

This Agreement shall be governed by and constructed in accordance with the laws of the State of New York. Any action or proceeding arising from or relating to this Agreement shall be brought in the New York Supreme Court.

16. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding between The Town and JES and supersedes all prior and contemporaneous verbal and written negotiations, agreements and understandings, if any, between the parties. This Agreement cannot be modified except by a writing signed by each party.

17. SAVINGS CLAUSE

If any term or provision of this Agreement or the application thereof is to any extent held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision hereof shall be valid and enforced to the fullest extent of the law.

18. COUNTERPARTS

This Agreement may be executed in counterparts and each such counterpart, when taken together, shall constitute a single and binding Agreement.

IN WITNESSETH WHEREOF, the parties have set their respective hands as of the date and year first above written.

TOWN OF MINERVA

By: _____

JOHNSBURG EMERGENCY SQUAD, INC.

By: _____

VEHICLE LEASE AGREEMENT

This LEASE AGREEMENT is entered into this day of , 2020 by and between Minerva Fire Department and Rescue Squad (Lessor) and Johnsbury Emergency Squad (Lessee). For and in consideration of conditions contained herein, lessor and lessee hereby enter into this Vehicle Lease Agreement on the following terms:

1. **Leased Vehicle:** Lessor agrees to lease their 2010 Ford Ambulance, and all the equipment therein, to Lessee.
2. **Lease Term:** The term of this agreement shall commence on , 2020, and shall automatically renew itself annually provided the Lessee is not in default of any provision of this Agreement and Lessor has not exercised its right of Termination hereunder.
3. **Lease Payments:** Lessee shall pay to Lessor as rent the sum of \$1200 per year, to be paid upon signing of agreement, and annually thereafter.
4. **Vehicle Operations:** In the operation of the Leased Vehicle, Lessee agrees:
 - a. To use the Leased Vehicle solely for the conduct of JES business.
 - b. To cause the Vehicle to be operated only by qualified, competent and licensed members. (MVFDERS members as well.)
 - c. To comply with all applicable motor vehicle laws and regulations.
 - d. When in operation, to protect the vehicle and equipment therein from theft or loss.
 - e. When not in operation to keep the vehicle in Minerva Station 2. Lessor agrees to maintain security and heat to vehicle while in Station 2. Lessor agrees to provide access for responders, OM, and Johnsbury EMS officers.
 - f. To not alter the vehicle in any way except that required by New York State DOH, Mt Lakes EMS Council or Warren County Sheriff's Department, (such as the addition of lettering required by DOH, or the changing of number that might be required by WCSO.)
 - g. To fuel the vehicle at Minerva Highway Department and pay the Town monthly for fuel used.
 - h. To notify the MVFDERS Chief immediately of any damage to vehicle or need of repairs or maintenance.
5. **Equipment:** In the maintenance and use of vehicle equipment, Lessee agrees:
 - a. To protect Minerva equipment from loss, damage, or theft.
 - b. To maintain all service licenses on equipment currently held by MVFDERS.
 - c. To restock vehicle of any supplies used or expired.

- d. To ensure the vehicle is equipped and stocked as per NYS DOH Part 800 of Article 30 of the Public Health Law.
6. **Insurance:** Lessee agrees to maintain insurance of vehicle, and provide at the start of Agreement, and annually thereafter, a copy of Certificate of Coverage. Insurance for Leased Vehicle will meet all requirements of New York State, and be equivalent to insurance maintained on JES owned vehicles. Lessee agrees to notify Lessor of any changes to insurance coverage.
7. **Maintenance:** Lessee agrees to maintain its Operating Contract with the Town of Minerva, which states among other things that the Town will pay for maintenance and repairs to vehicle. JES will notify MVFDRS Chief of any changes to contract, or Termination thereof.
8. **Indemnification:** Lessee shall indemnify, defend and hold harmless Lessor, its officers, agents and members from and against any and all losses, damages, claims, sanction, causes of action for damages or injury to any person or property, administrative penalties, costs or expenses, including attorney's fees and costs arising out of or resulting from Lessee's negligent or wrongful acts or omissions or the negligent or wrongful acts or omissions of Lessee's employees or any other persons or entities over whom Lessee exercises control, in conjunction with Lessee's use, maintenance, storage and possession of the Leased Vehicle.
9. **Termination:** Either party hereto may terminate this Agreement at any time during the term hereof with or without cause by providing thirty days written notice to the other party of such intention. Lessee shall return the Leased Vehicle to Lessor at the end of said 30-day period in the same condition in which accepted at the commencement of this Agreement, (including replacing any lettering or signage changes,) ordinary wear and tear excepted. Lessee will also return all equipment, including all communications equipment, in the same condition in which accepted at the commencement of this Agreement, ordinary wear and tear excepted. Upon Termination of the Agreement Lessor agrees to return to Lessee the proportionate amount of rent due for remainder of Agreement.

Lessor:

Minerva Fire Department Rescue Squad.

Lessee:

Johnsburg Emergency Squad

Resolution No. ____

TOWN OF MINERVA

March 5, 2020
Regular Board Meeting

Resolution to Authorize NYSDOT Shared Services Agreement

The following resolution was offered by _____ who moved its adoption.

WHEREAS The Town of Minerva has provided shared services to the New York State Department of Transportation for many years; and

WHEREAS The State Department of Transportation has proffered a new Shared Services Agreement (see attached);

BE IT RESOLVED that the Town of Minerva agrees to enter into a Shared Services Agreement with the New York State Department of Transportation.

This resolution was duly seconded _____. A roll call vote was taken with the following results:

AYES: _____ Dubai
_____ McCall
_____ LaBar
_____ Fish
_____ McNally

NOES: _____ Dubai
_____ McCall
_____ LaBar
_____ Fish
_____ McNally

As the duly elected Town Clerk of the municipality known as the Town of Minerva, I do hereby certify the following resolution was offered and duly seconded at the regular bimonthly board meeting held on _____ with the results of said resolution noted above.

Dated: _____

Signature _____
Diana Mason, Town Clerk

TOWN SEAL

SHARED SERVICES AGREEMENT

Between

NYSDOT and Town of Minerva

THIS AGREEMENT, dated _____, 20____, is between the People of the State of New York, hereinafter referred to as "State" or "NYSDOT" and the Town of Minerva, hereinafter referred to as "Municipality." Pursuant to Section 99-r of the General Municipal Law, the State and the Municipality wish to share services, exchange or lend materials or equipment which shall promote and assist the maintenance of State and Municipal roads and highways and provide a cost savings by maximizing the effective utilization of both parties' resources. Shared Services shall mean any service provided by one party (Provider) to another party (Recipient). The State and the Municipality agree to share services as follows:

1. Description and Cost of Services, Materials or Equipment to be shared: Provide details of the services, materials or equipment to be shared in the attached standard Schedule A. The total amount of the agreement shall not exceed twenty-five thousand dollars (\$25,000.00). If applicable, indicate that the return exchange will be determined at a later date.
2. The Provider's employees shall remain under full supervision and control of the Provider. The parties shall remain fully responsible for their own employees for all matters, including but not limited to, salary, insurance, benefits and Workers Compensation.
3. If the borrowed machinery or equipment is damaged or otherwise needs repair arising out of or in connection with the Recipient's use, the Recipient shall be responsible for such repairs.
4. The Municipality agrees to defend and indemnify the State for any and all claims arising out of the Municipality's acts or omissions under this Agreement. The term of this Agreement shall be for two (2) ☐ or four (4) ☒ years from _____ to _____. The parties will endeavor to provide no less than thirty (30) days' notice of its intent to extend the Agreement. Either party may revoke this Agreement by providing sixty (60) days written notice of such revocation. Upon revocation, any outstanding obligations of the parties must be satisfied within thirty (30) days of the date of such revocation.

NYSDOT – Region 1

MUNICIPALITY

By: _____ Date: _____ By: _____ Date: _____
Assistant Resident Engineer – Essex County Highway Superintendent

NYSDOT – Region 1

By: _____ Date: _____
Regional Director of Operations

SCHEDULE A

NYSDOT

Description of ☒services, ☒materials, or ☒equipment (Check All that apply) to be shared:

Estimated Cost/Value of ☒Service ☒Equipment ☒Materials (Check All that apply):

Total NYSDOT Cost/Value: \$25,000.00

MUNICIPALITY

Description of ☒services, ☒materials, or ☒equipment (Check All that apply) to be shared:

Estimated Cost/Value of ☒Service ☒Equipment ☒Materials (Check All that apply):

Total MUNICIPALITY Cost/Value: \$25,000.00

Short 10-29-18

REGIONAL FOOD BANK OF NENY HPNAP Monthly report

Please submit this report by the 10th of the month following the month for which you are reporting.

Report Month/Year: 2/2020

Food Bank ID#: 1101F

Name of Agency/Program: Minerva Food Pantry

County: Essex

Total Individuals Served

(Shelters and Soup Kitchens: please count meals provided, not including seconds.)

| | |
|----------------------------|-----------|
| Children (ages infant -17) | <u>29</u> |
| Adults (ages 18-64) | <u>56</u> |
| Elderly (age 65+) | <u>43</u> |
| Households | <u>60</u> |

Submitted by: Kathleen DeGuilme

Date: 3/2/2020

Telephone: (518) 251-2644 or (518) 251-2869

Email:
lindunida@gmail.com

Street Address of Agency/Program site: Minerva Community Center, Lower Level,
1652 State Route 28N, Minerva NY 12851

Town of Minerva ♦ Transfer Station
437 O'Neil Road
Olmstedville, New York 12857

Telephone (518) 251-2743

| ITEM | Vendor Name | Date | Attendant Initials |
|--------------------------|--------------------|-------------|---------------------------|
| Compactor Box | Essex County | 1/10/20 | Bm |
| | Serkil | 2/24/20 | Bm |
| | Serkil | 2/3/20 | Vj |
| | Serkil | 2/17/20 | Vj |
| | | | |
| ITEM | Vendor Name | Date | Attendant Initials |
| C.D. Box | Serkil | 2/11/20 | Vj |
| | | | |
| Bulk Waste | Serkil | 2/13/20 | Vj |
| | | | |
| Metal Box | | | |
| | | | |
| Recycling Trailer | | | |
| | | | |
| E-Waste | | | |
| | | | |
| Clothing Bin | | | |

Submit Form to the MAIN OFFICE

VENDORpickup2
 Last printed 4/1/2019 2:15:00 PM

[illegible]

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Town of Minerva
Transfer Station

MONTH: 2/2070

O:\Office Docs\Transfer Station\Invoicejournal