

**TOWN OF FORESTPORT
REGULAR TOWN BOARD MEETING MINUTES
OTTER LAKE FIRE HALL
13853 State Rte. 28, Forestport, N.Y. 13338
June 20, 2024 @6:30PM**

PRESENT: Supervisor Entwistle
Councilman Addison
Councilwoman Abrial
Councilman Scouten
Councilwoman Verschneider

ABSENT: No members of the Town Board were absent.

RECORDING SECRETARY: Tracy Terry, Town Clerk

CALL TO ORDER

ABSTRACTS:

GENERAL:

A motion was made by Councilwoman Verschneider and seconded by Councilwoman Abrial to pay Abstract # 6, Vouchers #310- #398 in the amount of \$48,841.43.
5 ayes/ 0 nays/0 absent MOTION CARRIED

HIGHWAY:

A motion was made by Councilman Scouten and seconded by Councilman Addison to pay Abstract #6, Vouchers #152- #169 in the amount of \$222,775.79
5 ayes/ 0 nays/0 absent MOTION CARRIED

- Paving was done behind White Lake Inn.

WATER DISTRICT #1:

A motion was made by Councilwoman Abrial and seconded by Councilman Scouten to pay Abstract #6, Vouchers #64- #71 in the amount of \$1,853.55
5 ayes/ 0 nays/0 absent MOTION CARRIED

BUCKHORN WATER DISTRICT #2:

A motion was made by Councilman Addison and seconded by Councilwoman Verschneider to pay Abstract #6, Vouchers #21- #22 in the amount of \$49.96.
5 ayes/ 0 nays/0 absent MOTION CARRIED

SEWER DISTRICT #1:

A motion was made by Councilwoman Abrial and seconded by Councilwoman Verschneider to pay Abstract #6, Vouchers #41- #47 in the amount of \$1,391.83.
5 ayes/ 0 nays/0 absent MOTION CARRIED

PLANNING BOARD ESCROW:

A motion was made by Councilman Scouten and seconded by Councilwoman Verschneider to pay Abstract #5, Vouchers #18- #19 in the amount of \$100.00.

5 ayes/ 0 nays/0 absent MOTION CARRIED

TOWN CLERK MINUTES:

A motion was made by Councilman Scouten and seconded by Councilman Addison to accept the minutes from the:

May 15, 2024: Regular Town Board Meeting

May 23, 2024: Public Hearing: Improvement and Reconstruction of Wastewater Improvement Plan

May 23, 2024: Special Meeting

5 ayes/ 0 nays/0 absent MOTION CARRIED

REPORTS

WATER DISTRICT #1

WATER DISTRICT #2

SEWER

TOWN CLERK REPORTS

JUSTICE REPORT

DOG REPORT

PLANNING REPORT

SUPERVISOR REPORT

A motion was made by Councilwoman Abrial and seconded by Councilman Scouten to accept the monthly reports.

5 ayes/ 0 nays/0 absent MOTION CARRIED

NOCCOG: John Healt presented the monthly announcements.

OLD BUSINESS BOARD:

- **Summer Recreation:** The town is seeking an Assistant for the Summer Recreation Program. If they are not CPR/First Aid certified, the town will get them trained. They have to be 16 years of age or older.
- **Phones:** All the phones at the Highway Town Barn and Town Hall are switched over. There will be an approximate savings if 53% on the phone bill.
- **FuelMaster:** FuelMaster system has been installed. The hardware was adjusted the other day. Supervisor Entwistle is already trained on how to use it and will be training Nancy and Councilman Addison as well.
- **Highway Employees Contract Amendment:** This is tabled as the Board is waiting to hear back from the Union Rep.
- **Highway Truck:** The town is purchasing a one-ton pick-up to replace the 2011. There is a quote for 2024 truck for \$71,000. The truck retails for \$96,000.

A motion was made by Councilwoman Verschneider and seconded by

Councilman Addison to approve the purchase of the 2024 3500 Chevrolet one ton pickup for the Highway Department.

5ayes/0 nays 0 absent MOTION CARRIED

- **Haun Tank Rentals:** Supervisor Entwistle did some research and last year the cost was \$2,465 to Haun (rentals, exchanging tanks and fill ups) They always have rented because if a tank exploded and the highway barn burned down, the liability would fall to Haun, not the town. Supervisor Entwistle will be checking on the pricing.
- **Bridge NY Resolution- Round Lake Road over Long Lake Outlet:** Supervisor Entwistle read the following Resolution aloud:

BRIDGE NY RESOLUTION BY THE TOWN OF
FORESTPORT
ROUND LAKE ROAD OVER
LONG LAKE OUTLET (BIN 2205740)
RESOLUTION NUMBER: 6 for 2023

Authorizing the implementation and funding of 100% of the costs of a transportation project, which may be eligible for federal-aid and/or state-aid, or reimbursement from Bridge NY funds.

WHEREAS, a project for the Reconstruction/Rehabilitation of Round Lake Road Bridge over Long Lake Outlet, Town of Forestport, Oneida County, B.I.N. 2205740

(the Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 95% Federal funds and 5% non-federal funds; and

WHEREAS, the Town of Forestport will design, let and construct the Project; and

WHEREAS, the Town of Forestport desires to advance the Project by making a commitment of 100% of the costs of the work for the Project or portions thereof.

NOW, THEREFORE, the Forestport Town Board, duly convened does hereby

RESOLVE, that the Forestport Town Board hereby approves the above-subject Project; and it is hereby further

RESOLVED, that the Forestport Town Board hereby authorizes the Town of Forestport to pay 100% of the cost of all eligible work for the Project or portions thereof, with the understanding that qualified costs may be eligible for federal-aid, state-aid, or reimbursement from Bridge NY funds; and it is further

RESOLVED, that the sum of \$97,470.00 is —, —, — appropriated from the Forestport Highway Fund and made available to cover the cost of participation in the above phase(s) of the Project; and it is further

RESOLVED, that the Forestport Town Board hereby agrees that the Town of Forestport shall be responsible for all costs of the Project which exceed the amount of federal-aid, state-aid, or NY Bridge funding awarded to the Town of Forestport; and it is further

RESOLVED, that in the event the Project costs not covered by federal-aid, state-aid, or NY Bridge funding exceed the amount appropriated above, the Town of Forestport Town Board shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the Supervisor thereof; and it is further

RESOLVED, that Town of Forestport agrees that construction of the Project shall begin no later than twenty-four (24) months after award and the construction phase of the Project shall be completed within thirty (30) months; and it is further

RESOLVED, that the Supervisor of the Town of Forestport be and is hereby authorized to execute on behalf of the Town of Forestport all necessary agreements, certifications, or reimbursement requests for federal-aid and/or state-aid with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the Town of Forestport's funding of Project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible; and it is further

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project; and it is further

RESOLVED, this Resolution shall take effect immediately.

STATE OF NEW YORK)
COUNTY OF Oneida) SS:

I, Tracy Terry, Clerk of the Town of Forestport New York, do hereby certify that I have compared the foregoing copy of this Resolution with the original on file in my office, and that the same is a true and correct transcript of said original Resolution and of the whole thereof, as duly adopted by said Town Board at a meeting duly called and held at the Old Lake Fire Hall on June 20, 2024 by the required and necessary vote of the members to approve the Resolution.

WITNESS My Hand and the Official Seal of the Town of Forestport New York, this 20th day of June 2024 Tracy M. Terry

A motion was made by Councilwoman Abrial and seconded by Councilman Scouten to approve the following resolution for Bridge NY, amending resolution #6 of 2023.

5 ayes/ 0 nays/0 absent MOTION CARRIED

- **Boat Wash Station:** They are having staffing issues. Workers have to be 18 or above and the pay is \$20/hour.

NEW BUSINESS BOARD:

- **Andy Bailey:** Andy Bailey was at the Planning Board meeting last week and it has been approved by the Planning Board. Chad Burdick and his daughter live at Pond Ave. Tom Althoff bought land at one point and sold some to the Town of Forestport. Chad had a map from 1987 including land that should have been included in the two parcels. They are looking for the town to file a Quitclaim Deed. The parcel is .17 acres. It will be a Parcel Line Adjustment. Andy Bailey will file everything and bring it to the Town Attorney, Jessica Young.

A motion was made by Councilman Scouten and seconded by Councilwoman Verschneider to approve the Quit Claim Deed for the Parcel Line Adjustment for Chad Burdick and his daughter on Pond Ave.

5 ayes/ 0 nays/0 absent MOTION CARRIED

- **Dawn's Retirement:** Supervisor Entwistle stated Dawn's last day was May 31st. Jeff LeBuis and Vicky Palen are her replacements and Supervisor Entwistle welcomed them.

A motion was made by Councilman Addison and seconded by Councilwoman Verschneider to approve Dawn's resignation as of May 31st

5 ayes/ 0 nays/0 absent MOTION CARRIED

- **Hometown Heroes Banners:** The town was trying to participate in the Hometown Heroes Banners. The company they contracted with were amiss in their duties. The town will be getting a refund and anyone who participated he would like to offer them a refund or allow them to use it towards the banners next year as the town will be using O'Connor Printing.
- **Resolution: Mobile Home replacement Program (MMHR) :** Supervisor Entwistle read the following Resolution aloud:

Resolution of the Town Board of Forestport

Whereas the New York State funded Mobile and Manufactured Home Replacement (MMHR) Program was developed to assist low- and moderate-income homeowners to replace dilapidated mobile or manufactured homes that are sited on land owned by the homeowner with a new manufactured, modular or site-built home;

And whereas the Rural Preservation Company known as Central Adirondack Partnership for the 21st Century Inc., located at 108 Codling Street, Old Forge, NY, has established and documented a need for this program in the Town of Forestport and in the Town of Webb;

And whereas Central Adirondack Partnership for the 21st Century Inc. wishes to apply for a grant in this competitive cycle for 2024;

And whereas Central Adirondack Partnership for the 21st Century Inc. wishes to include the Town of Forestport in its application to Homes and Community Renewal (HCR), and will act as the Lead Agency and Local Program Administrator (LPA);

Now, therefore, be it resolved that the Town of Forestport agrees to participate in the MMHR program, and hereby authorizes the Town Supervisor to execute any and all documents necessary and required for Central Adirondack Partnership for the 21st Century Inc. to complete an application to NYS HCR for MMHR Program funding by the established deadline.

Vote: All yes

Dated: July 20, 2024



A motion was made by Councilman Scouten and seconded by Councilwoman Abrial to pass the resolution regarding the Mobile Home Replacement Program.
5 ayes/ 0 nays/0 absent MOTION CARRIED

- **Decals Amendment to licensing agreement:** Supervisor Entwistle read the following aloud:

Agent ID # _____

AMENDMENT TO LICENSE ISSUING AGENT AGREEMENT

This Amendment, effective upon notification of the transition to plain paper licenses, entered into between the New York State Department of Environmental Conservation (hereinafter referred to as the "Department"), with offices at 625 Broadway, Albany, New York 12233, and

Tracy Terry Name
 as the ☐ owner ☒ municipal clerk ☐ manager of
Town of Forestport Business/Municipality Name 10275 State Rt. 28 Street Address
Forestport City/Town/Village New York State 13338 Zip Code

(hereinafter collectively referred to as the "License Issuing Agent") is hereby attached to and becomes incorporated into the above referenced agreement.

WITNESSETH:

WHEREAS, the parties entered into a prior License Issuing Agent Agreement which said License Issuing Agent Agreement the parties now desire to amend; and

WHEREAS, both parties originally agreed that the License Issuing Agent was qualified and approved to issue sporting licenses on behalf of the Department; and

WHEREAS, a change in Department laws, rules, or regulations is anticipated that will change the format and delivery of sporting licenses that will obviate the need for Department provided license issuing equipment and the associated support and supplies; and

WHEREAS, the License Issuing Agent Agreement provides for amending the License Issuing Agent Agreement in Article 14. Contract Amendment.

NOW THEREFORE, the parties hereto agree as follows:

1. Article 3. Department Representations is hereby replaced as follows:

3. DEPARTMENT REPRESENTATIONS

The Department hereby agrees that it will:

- A. Allow the License Issuing Agent to retain a portion of each license sold as prescribed in Department laws, rules, and regulations.

B. Provide appropriate training and training materials to the Assistant License Issuing Agent, including a toll-free telephone "help desk" service to answer questions and assist with problems.

C. Provide informational materials, in a hard copy or electronic format, for use at the approved location for the License Issuing Agent and their authorized employees to distribute to hunters, anglers, trappers, etc. regarding regulatory requirements for all authorized licenses issued.

2. Article 4. Agent Representations is hereby replaced as follows:

4. AGENT REPRESENTATIONS

The Agent hereby agrees that it will:

A. Provide authorization attached hereto as Attachment "A" for the Department to access a bank account for electronic fund transfers to pay for all licenses sold. Fund transfers shall be scheduled on a regular basis as determined by the Department.

B. Pay all amounts due to the Department. Failure to maintain an adequate balance in the License Issuing Agent's account may result in immediate termination of this Agreement.

C. Provide a compatible computer system including a plain paper printer and access to the internet at no charge to the Department.

D. Indemnify and save harmless the Department and the State of New York from and against all losses from claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought or recovered against it in a court of competent jurisdiction, to the extent such loss is attributable to a negligent omission or tortious act of the License Issuing Agent, its agents, or employees, in the performance of this Agreement.

E. Be solely responsible for the supervision and direction of the performance of this Agreement by the Assistant License Issuing Agent and other authorized license issuing employees other than as specifically provided herein.

F. Alert the Department if the License Issuing Agent, Assistant License Issuing Agent, or other person issuing licenses is convicted of a misdemeanor or felony level criminal offense.

G. Not allow a person convicted of a misdemeanor or felony level criminal offense to issue licenses or have access to the license system, unless the person's conviction has been reviewed by the Department.

3. Article 6. License Issuing Conditions is hereby replaced as follows:

6. LICENSE ISSUING CONDITIONS

A. All licenses authorized to be sold pursuant to this Agreement may only be sold by the

License Issuing Agent, the Assistant License Issuing Agent, or authorized employees of the License Issuing Agent at the approved location set forth in this Agreement.

B. All employees authorized to issue licenses by the License Issuing Agent pursuant to paragraph "A" of this section, shall be appropriately trained in the use of the license issuing system and the business rules associated with the sale of sporting licenses and the entire DECALS sales catalog by the Assistant License Issuing Agent prior to using the issuance system.

C. At the Department's discretion, the Assistant License Issuing Agent will be required to take Department sponsored DECALS training as well as take and pass tests associated with training.

D. The License Issuing Agent and his/her employees who are authorized to issue licenses pursuant to this Agreement must abide by New York State Regulations 6 NYCRR Part 177 and 6 NYCRR Part 183.

E. All funds received from the sale of licenses, less any fees established by the Department, will be held in trust for the Department. Monies collected from the sale of licenses are Department funds and any other use of such funds is prohibited. The License Issuing Agent accepts the responsibility and duties of trustee for all funds collected for the benefit of the Department under this Agreement.

F. No license may be sold for a fee in excess of or less than the amount established by the Department.

G. The complete catalog of sporting licenses must be available for sale to the public at the License Issuing Agent's approved location as designated in this Agreement.

4. Article 7. Change in Ownership is hereby replaced as follows:

7. **CHANGE IN OWNERSHIP**

In the event of a change in ownership of the License Issuing Agent's business, the Department must be notified 30 days in advance of any such change, and this Agreement becomes immediately terminated at the time of such change in ownership. This License Issuing Agent's appointment is not transferable and shall apply only to the License Issuing Agent's appointment to sell sporting licenses.

5. Article 10. Termination is hereby replaced as follows:

10. **TERMINATION**

In addition to any termination event appearing elsewhere in this Agreement, or provided in the applicable Department regulations, the following shall apply:

A. This Agreement may be terminated for cause if the Department determines that any false statements or omissions were made on the License Issuing Agent's application.

B. This Agreement may be terminated for cause for failure to comply with the terms of this Agreement at any or all approved locations at any time by the Department.

C. Either party may terminate this Agreement for convenience by 15 days written notice to the other party. Per ECL § 11-0713 municipalities must request authorization from the Department to terminate the agreement and cease selling sporting licenses.

D. In the event of termination of this Agreement, the License Issuing Agent shall pay for all licenses sold and not previously paid for within 30 days of such termination.

E. Termination for Non-Responsibility: Upon written notice to the License Issuing Agent, and a reasonable opportunity to be heard with appropriate Department officials or staff, the Agreement may be terminated by the Commissioner or his or her designee at the License Issuing Agent's expense where the License Issuing Agent is determined by the Commissioner or his or her designee to be non-responsible. In such event, the Commissioner or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

F. In the event of a change in the appointment of the Assistant License Issuing Agent, the License Issuing Agent shall notify the Department of such change within 15 business days by submitting to the Department a completed revised License Issuing Agent Application Form attached hereto as Attachment "B," which shall provide, among other things, the name and title of the newly appointed Assistant License Issuing Agent. In the Department's sole discretion, this agreement may be suspended or terminated in the event the Department is not notified of any change in appointment of the Assistant License Issuing Agent as provided herein.

6. Article 15. Confidentiality of Personal Data is added as follows:

15. CONFIDENTIALITY OF PERSONAL DATA

A. All personal data provided by customers shall be kept confidential to the extent required by Law.

B. The License Issuing Agent will ensure that access to the Departments sporting license system is limited to the License Issuing Agent, Assistant License Issuing Agent, and staff at their location who they have authorized to use the system and who have been trained by the License Issuing Agent or Assistant License Issuing Agent, in the business rules regarding the sale of sporting licenses as well as system functionality.

C. Use of the sporting license system is limited to official business as it pertains to sporting licenses and the entire DECALS sales catalog.

7. All other terms and conditions of the License Issuing Agent Agreement as amended will remain in full force and effect.

A motion was made by Councilman Scouten and seconded by Councilwoman Abrial to approve the amendment to the License Issuing Agent Agreement.

5 ayes/ 0 nays/0 absent MOTION CARRIED

- **Draft Resolution:** A draft Resolution will be emailed to the Town Board by Supervisor Entwistle. The Bookkeeper Position is moving into a salaried position. In the Employee Handbook, it has eligibility for insurance as an elected official making a minimum of \$10,000 a year or 35 hour/week Full Time Employee. Supervisor Entwistle proposed since the Bookkeeper position has always been a Full-Time position, and transitioning to a salary position, it should still be eligible for health insurance. Councilman Addison stated it would be considered an FTE (Full Time Equivelant). Councilwoman Verschneider stated she doesn't agree with it. Supervisor Entwistle would like the board took look at the resolution and they can discuss it further next month.

EXECUTIVE SESSION:

A motion was made by Councilman Scouten and seconded by Councilwoman Abrial to enter into Executive Session with Lucas Kafka regarding

Personnel Matters.

5 ayes/ 0 nays/0 absent MOTION CARRIED

The Board returned from Executive Session at 7:15PM with no action taken.

NEW BUSINESS PUBLIC:

- A gentleman from the public thanked Supervisor Entwistle for having the church and the yellow house mowed on Woodhull Road. He stated the house may fall in. Supervisor Entwistle stated the Code Enforcement Officer will take a look at both properties and see if there are any deficiencies. If so, the Codes Enforcement Officer can send a letter. Ron, from the Gallery asked if they are deemed unsafe, shouldn't they be posted as such for the Fire Departments. It was answered, yes.
- Mr. Healt, from NOCCOG asked about the traffic counters. Supervisor Entwistle answered, the traffic counters they would've liked in front of the town hall, but it is not a town road, so they are no longer interested.
- A gentleman from the Gallery mentioned someone damaging property and racing up the roads. He stated it is quiet now.
- Ron, from the Gallery asked what Kofile was for. Supervisor Entwistle explained it was for the preservation of the minute's books. He asked if the survey was still out, it was answered yes, and they have approximately 500 responses right now. It'll stay open through the fall. In addition, the contacts from LaBella will be reaching out to certain focus groups (Trackside, different hamlets, Fire Departments, Water and Sewer, Senior Recreation).

ADJOURNMENT:

A motion was made by Councilwoman Addison and seconded by Councilman Scouten to adjourn the meeting.

5 ayes/ 0 nays/0 absent MOTION CARRIED

There being no further business, the meeting was adjourned at 7:27 pm by Supervisor Entwistle.

Respectfully submitted,

Tracy M. Terry

Forestport Town Clerk