

TOWN OF LINCOLN  
6886 Tuttle Road, Canastota, NY 13032  
Town Board  
Wednesday, February 9, 2022

**Call to Order:** 6:34 pm

**Pledge of Allegiance**

**Members Present:** Supervisor Melissa During, Councilor Jayne Black, Councilor Doug Holdridge, Councilor, Councilor Peggy LeClair

**Member Apologies:** Doug Fusillo

**Others in Attendance:** HWS Tony Domenicone, Town Clerk, Amy Becker, Roseanne Warner, John Pinard, John Schoeck, David Sadler

**Others in Attendance via Zoom:** Hello Kitty, PM Becker, Chuck Ghosin

Supervisor During welcomed everyone tonight.

**RESOLUTION # 14-2022:** Councilor Jayne Black made a Motion to enter into Executive Session with the Town Attorney at 6:36pm  
Councilor Doug Holdridge seconded the Motion.  
Carried unanimously.

**RESOLUTION # 15-2022:** Councilor Jayne Black made a Motion to end Executive Session at 6:54 pm  
Councilor Peggy LeClair seconded the Motion.  
Carried unanimously.

**New Business:**

- A.** Village of Canastota Rec Department Rosanne Warner and John Pinard proposed a Recreation program with the Town of Lincoln.

**RESOLUTION # 16-2022:** Councilor Peggy LeClair made a Motion to accept the Minutes from the January 2022 Meeting  
Councilor Jayne Black seconded the Motion.  
Carried unanimously.

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**Supervisor's Financial Report:** Will present in March Jan-Feb Report

**Clerk's Report:**

Read by Amy Becker, Town Clerk, Received \$446.23. Paid to the General Fund \$422.23, Paid to NYS Ag & Mkts \$24.00.

**RESOLUTION # 17-2022:**

Councilor Doug Holdridge made a Motion to accept the January Clerk's Report

Councilor Peggy LeClair seconded the Motion.

Carried unanimously.

**Code Officer's Report:**

Turned into Clerk, copy given to Councilors, on file at TOL.

**Dog Officer's Report:**

Turned into Clerk, copy given to Councilors, on file at TOL.

**Highway Supervisor's Report:**

Reported on road work for the month and repairs. Tony would like to look at a dump box from the Town of Frankfort and have permission to bid on.

**RESOLUTION # 18-2022:**

Councilor Doug Holdridge made a Motion to allow HWS to bid/purchase a dump box for no more than \$10,000 on Auction International from Frankfort

Councilor Jayne Black seconded the Motion.

Carried unanimously.

HWS Would like to get bids for a new lawnmower. Jim Mason called him about lawn damage and snow in his driveway. He also spoke with Melissa, stating that he was very polite talking to HWS and there was 80ft x4ft damage to his yard. She told him they would come look at in the spring.

**Historian's Report:**

Turned into Clerk, copy given to Councilors, on file at TOL. Mr. Sadler read off what he did.

**Correspondence:**

Received 2 Board member applications and a few other junk mail items.

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***New Business Continued:***

Supervisor Durning would like Town Board Committees set up to involve the Board members

**B.** more. IE: Community Events and Youth Bureau also the Strategic Planning Committee, also a liaison with the Fire Department. Councilors Black and LeClair will work on the Community Events and Fire Dept and Councilor Holdridge will work on the Strategic Planning Committee.

**C.** Review and Discussion of Agreements with Library and Madison County

***RESOLUTION # 19-2022:***

Councilor Doug Holdridge made a Motion to enter in:

THIS AGREEMENT, by and between the COUNTY OF MADISON, a municipality of the State of New York, John M. Becker, Chairman, Madison County Board of Supervisors, with principal offices at 138 N. Court Street, Wampsville, NY 13163 (mailing: PO Box 635, Wampsville, NY 13163) hereinafter called the "County" and, the Town of Lincoln, with principal offices at 6886 Tuttle Road, Canastota, NY 13032, hereinafter called the "Town"(or "City");

W I T N E S S E T H

NOW, THEREFORE, the parties hereto do mutually agree as follows:

- 1) **TERM:** The term of this contract shall be from January 1, 2022 through December 31, 2022. This agreement will automatically renew on an annual basis unless terminated by either party. This contract may be terminated without cause by either party hereto at any time upon thirty (30) days written notice of the intention to so terminate. The County reserves the right to terminate this Agreement for cause at any time.
- 2) **SCOPE OF SERVICES:** Services shall be provided as outlined in Schedule A attached hereto and made a part hereof. The Town (or City) shall report directly to F. Joseph Wisinski, or his/her designee.
- 3) **INDEPENDENT CONTRACTOR:** For the purposes of this contract, the Town (or City) shall be considered an independent contractor and hereby covenants and agrees to act in accordance with that status, and the Town (or City), the employees and agents of the Town (or City) shall neither hold themselves out as, nor claim to be, officers or employees of the County of Madison, and shall make no claim for, nor shall be entitled to, workers' compensation coverage,

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medical and unemployment benefits, social security or retirement membership benefits from the County.

- 4) **HOLD HARMLESS:** Regarding the operations and responsibilities concerning this Agreement, the Town of Lincoln further covenants and agrees to indemnify, defend and hold harmless the County of Madison, its officers, agents and employees from and against any and all loss or expense that may arise by reason of liability for damage, injury or death, or for invasion of personal or property rights, of every name and nature, and whether casual or continuing trespass or nuisance, and any other claim for damages arising at law and equity alleged to have been caused or sustained in whole or in part by or because of any omission of duty, negligence or wrongful act on the part of the Town of Lincoln, its employees or agents in connection with this Agreement.

Regarding the operations and responsibilities concerning this Agreement, the County of Madison further covenants and agrees to indemnify, defend and hold harmless the Town of Lincoln, its officers, agents and employees from and against any and all loss or expense that may arise by reason of liability for damage, injury or death, or for invasion of personal or property rights, of every name and nature, and whether casual or continuing trespass or nuisance, and any other claim for damages arising at law and equity alleged to have been caused or sustained in whole or in part by or because of any omission of duty, negligence or wrongful act on the part of the County, its employees or agents in connection with this Agreement.

- 5) **STATUTORY COMPLIANCE:** In acceptance of this Agreement, the Town (or City) covenants and agrees to comply in all respects with all Federal, State and County laws, rules, regulations and ordinances which pertain hereto and to the performance hereof, including but not limited to those regarding services for municipalities including but not limited to Workers' Compensation and Employers' Liability Insurance, hours of employment, wages and human rights.
- 6) **LICENSES AND PERMITS:** The Town (or City) hereby agrees that they will obtain at their own expense all licenses or permits for the work performed under this contract, if any are necessary, prior to the commencement of work.
- 7) **CONTRACT MODIFICATIONS:** This agreement represents the entire and integrated agreement between the County and the Town (or City) and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement may be amended only by written instrument signed by both the County and the Town (or City).

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- 8) **SEVERABILITY**: If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and every other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- 9) **CLAUSES REQUIRED BY LAW**: The parties hereto understand and agree that each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein, and if through mistake or inadvertence such provision is not inserted, said clause shall be deemed to have been inserted and shall have the full force and effect of law.
- 10) **LEGAL COMPLIANCE**: The Town (or City) agrees to comply with all Federal, State, and local laws and regulations governing the provision of goods and services under this Contract, including the rules and regulations of the County.
- 11) **EXECUTIVE ORDER 38**: The Town (or City) acknowledges that if this is an agreement for which the Town (or City) will, in whole or in part, be compensated with New York State funds, in acceptance of this agreement the Contractor agrees to comply with New York State Executive Order Number 38, including all reporting obligations thereunder. Executive Order Number 38 can be found at the following website address:  
<http://executiveorder38.ny.gov/> and its implementing regulations at 19 NYCRR Part 144.

SCHEDULE A - SCOPE OF SERVICES

Various municipalities (specifically the Towns of Brookfield, Cazenovia, DeRuyter, Eaton, Fenner, Georgetown, Hamilton, Lebanon, Lenox, Lincoln, Madison, Nelson, Smithfield, Stockbridge, Sullivan, and the City of Oneida) within the County of Madison have requested services from the County Highway Department. As the Madison County Highway Department is able to provide these services, they are willing to do so pursuant to the terms of this agreement. These services include, but are not limited to, road shoulder installation, road paving, culvert installation, guiderail installation, snow plowing, and rock installation. Additionally, the Madison County Highway Department is willing and able to assist with general machine repair, clean up, and material hauling as requested.

Likewise, the above-referenced municipalities have provided services and assistance to the Madison County Highway Department as requested or needed. These services include, but are not limited to, mowing, material hauling, use of equipment, snow plowing, and general machine repair.

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Councilor Peggy LeClair seconded the Motion.

Carried unanimously.

**RESOLUTION # 20-2022:** Councilor Jayne Black made a Motion to enter in the:

**INTER-MUNICIPAL AGREEMENT**

THIS AGREEMENT, is hereby executed between the COUNTY OF MADISON, a municipal corporation of the State of New York, by John M. Becker, Chairman, County Board of Supervisors, hereinafter “County”, and the TOWN OF LINCOLN, a municipal corporation of the State of New York, by Melissa During, Supervisor, Town of Lincoln, hereinafter “Town”;

**WITNESSETH:**

WHEREAS, the County and the Town desire to enter into an inter-municipal Agreement in which the County would provide Information Technology services from its Information Technology Department to the Town; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, receipt of which is hereby acknowledged, it is agreed as follows:

1. **TERM**

The term of this Agreement shall be for an initial period, with the provision of services commencing on January 1, 2022, and extending through December 31, 2022, unless sooner terminated pursuant to the terms and conditions of this Agreement. *Thereafter, this Agreement as per resolution may be automatically renewed four times, and each renewal term shall be for a period of one year.*

This Agreement may be terminated for cause, by either party, by giving ninety (90) days’ written notice of termination to the other party. In the event of early termination, compensation to the County shall be for services actually provided to the Town under this Agreement.

2. **SCOPE OF SERVICES**

Examples of services that the County shall provide are outlined in *Schedule A* attached hereto and made a part hereof. Additional prerequisites are also outlined in *Schedule A*. The County Information Technology Department shall report directly to the Town Supervisor, or his or her designee.

3. **COMPENSATION & PAYMENT**

Payment Terms: Net 30 days

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Costs are outlined in *Schedule B*

4. **HOLD HARMLESS, DEFENSE AND INDEMNIFICATION**

The County covenants and agrees to indemnify, defend and hold harmless, to the fullest extent permitted by law, the Town, its officers, agents and employees and representatives in connection with this Agreement, from and against any and all loss or expense that may arise by reason of liability for damage, injury or death, or for invasion of personal or property rights, of every name and nature including but not limited to: (i) claims of property damage; (ii) claims of personal injury to County's employees, agents, or subcontractors; (iii) claims of personal injury to third parties; and (iv) reasonable attorneys' fees, whether incurred as the result of a third party claim or to enforce this contract: arising out of or resulting directly or indirectly from the performance, of the work or the enforcement of this Agreement, irrespective of whether there is a breach of a statutory obligation or rule of apportioned liability; and whether casual or continuing trespass or nuisance, and any other claim for damages arising at law and equity alleged to have been caused or sustained in whole or in part by or because of misfeasance, omission of duty, negligence or wrongful act on the part of the County, its employees or agents.

The Town covenants and agrees to indemnify, defend and hold harmless, to the fullest extent permitted by law, the County, its officers, agents and employees and representatives in connection with this Agreement, from and against any and all loss or expense that may arise by reason of liability for damage, injury or death, or for invasion of personal or property rights, of every name and nature including but not limited to: (i) claims of property damage; (ii) claims of personal injury to Town's employees, agents, or subcontractors; (iii) claims of personal injury to third parties; and (iv) reasonable attorneys' fees, whether incurred as the result of a third party claim or to enforce this contract: arising out of or resulting directly or indirectly from misfeasance, omission of duty, negligence or wrongful act on the part of the Town, its employees or agents irrespective of whether there is a breach of a statutory obligation or rule of apportioned liability; and whether casual or continuing trespass or nuisance, and any other claim for damages arising at law and equity alleged to have been caused or sustained in whole or in part by or because of misfeasance, omission of duty, negligence or wrongful act on the part of the Town, its employees or agents.

Each party further agrees to comply with the requirements of the New York State Workers' Compensation Board regarding proof of compliance with the New York State Workers' Compensation Law. The New York State Workers' Compensation Board requires each party to obtain proof of Workers' Compensation insurance coverage, self-insurance or exemption from the requirement of obtaining Workers' Compensation insurance coverage. Proof must be submitted to the other party on forms specified by the Workers' Compensation Board and that are stamped as received by the Workers' Compensation Board.

5. **INSURANCE**

The County shall purchase and maintain the following insurance coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York.

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Commercial General Liability coverage with limits of insurance of not less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate. The Town will be included as an additional insured on this policy.

6. **ASSIGNMENT**

Each party is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this Agreement, or its right, title, or interest in this Agreement, or its power to execute this Agreement, to any other person or entity without the previous consent in writing of the other party.

7. **APPROPRIATIONS**

It is understood by and between the parties hereto that this Agreement shall be deemed executory only to the extent of the monies appropriated and available for the purpose of this Agreement and no liability on account thereof shall be incurred by either party beyond monies appropriated and available for the purpose thereof. Provided, however, that in the event appropriations are not made available for the purpose of this Agreement by the Town shall result in termination of this Agreement by the County at the start of any fiscal year in which appropriations are not made.

8. **AGREEMENT MODIFICATIONS**

This Agreement represents the entire and integrated agreement between the County and the Town and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement may be amended only by a writing signed by the County and the Town.

9. **SEVERABILITY**

If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and every other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

10. **CLAUSES REQUIRED BY LAW**

Each and every provision of law and clause required by law to be part of this Agreement shall be deemed to be part of this Agreement and to have been inserted in this Agreement, and shall have the full force and effect of law.

11. **STATUTORY COMPLIANCE**

In acceptance of this Agreement, the parties covenant and agree to comply in all respects with all Federal, State and County laws which pertain hereto regarding services for municipal corporations including but not limited to Workers' Compensation and Employers' Liability Insurance, hours of employment, wages and human rights.



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*Schedule A: Scope of Services*

Anti-Virus, Backups, Copiers, Patching, Vulnerability Scanning, Networking, Computer Security, Phones, Firewalls, Technology Consulting, Help Desk, Hosted Servers, and Hardware.

If the Town is also utilizing an additional IT company for IT services, Madison County Services will be dependent on cooperation and compatibility of said company's hardware/software. Any equipment that will communicate with the county network must have an up to date, supported and patched operating system and up to date anti-virus.

*Schedule B: Compensation & Payment*

1. Billable IT Services will be billed on an hourly rate that reflects an average hourly cost of IT personnel. The 2022 cost is **\$50.00/hr** plus travel. This amount will be adjusted annually and Schedule B will be amended to.
2. Equipment and software purchases will be billed at an "at cost" price of the item.

Councilor Doug Holdridge seconded the Motion.

Carried unanimously.

***RESOLUTION # 21-2022:***

Councilor Peggy LeClair made a Motion for the Library tax agreement dated 11/1/2021 between the City of Oneida and the Town of Lincoln

**WHEREAS, the City has issued bonds (the "Bonds") on behalf of all municipalities located within the OPL District (the "Library District"), in order to finance the capital project for the Oneida Public Library (the Library")**

**WHEREAS, a portion of the debt service on the Bonds is allocable to the Town of Lincoln;**

**WHEREAS, in order to timely pay principal and interest on the Bonds the City is requesting that Town of Lincoln transmit to the City the debt service portion of the tax levy by March 30 on behalf of the Library District;**

**NOW, THEREFORE, for and in consideration of the premises and the mutual covenants**

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**hereinafter contained, the City and the Town of Lincoln hereby formally covenant, agree and bind themselves as follows, to wit:**

**Section 1. Levy of Annual Tax: Payment of Annual Tax**

**The Town of Lincoln agrees to and shall at all times after the date of this Agreement and until all of the Bonds have been paid in full or provision therefor made, cause to be levied and collected the annual Library tax within the boundaries of the Library District, including such amount as is annually required to pay principal of, interest on and redemption premium for, if any, the Bonds.** The Town of Lincoln agreed that the amount necessary to pay debt service on the Bonds, shall be transmitted to the City no later than March 30 each year and the City agrees to deposit such amount in the special account with Rural Development to pay debt service on the Bonds.

**Section 2. Termination of Agreement.**

This Agreement shall be automatically terminated, without further action or request of either the City or Town of Lincoln, simultaneously with and upon the payment in full of the Bonds.

**Section 3. Binding Effect.**

This Agreement shall inure to the benefit of and shall be binding upon the City and Town of Lincoln and their respective successors and assigns in accordance with its terms.

**Section 4. Severability.**

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**Section 5. Jurisdiction and Venue.**

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The parties consent to the exclusive jurisdiction of the Supreme Court of the State of NY, County of Madison for all purposes in connection with this agreement.

Section 6. Nor Oral Amendment.

No provision in this Agreement may be waived, altered, amended, rescinded, terminated, discharged nor any part of this Agreement canceled, except in writing signed by the parties hereto.

Section 7. Separability.

Should any provision of this Agreement, at any time during its life, be held in conflict with Federal or State law, then such provision shall be deemed inoperative, with the remaining provisions having full force and effect.

Section 8. Execution of Counterparts.

This Agreement may be executed simultaneously in several counter parts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Councilor Doug Holdridge seconded the Motion.

Carried unanimously.

***Old Business:***

- A. Supervisor During discussed the Weisbrod Solar Project. Planning Board did not have quorum last night so Adam could not discuss. He would like a decision on the Fee Schedule and a fee schedule for the Variance they need for the wetlands. The Board would like to see it set at \$7.50per \$1000 total cost of the project. The Variance fee will remain the same.

***RESOLUTION # 22-2022:***

Councilor Jayne Black made a Motion to set a fee schedule at \$7.50 per \$1000 total cost of project.

Councilor Doug Holdridge seconded the Motion.

***Roll Call Vote:***

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Councilor Jayne Black:	Yes
Councilor Doug Holdridge:	Yes
Councilor Peggy LeClair:	Yes
Councilor Doug Fusillo:	Absent
Supervisor Melissa During:	Yes

Carried unanimously.

- B. ARPA Funds - Supervisor During said new laws are coming April 1 for the ARPA funds. We can use it for loss revenue towards any governmental services. IE: Backup generators/ solar projects for electric for town, updating our comprehensive plan, security cameras, wireless key access, A Knox box and monitoring system for fire, Williamson Highway program \$5500, \$1315 annual, E-codes for zoning information. \$10-\$12,000 to start up, salt shed, compensating for Town employees that worked through covid, upgrades to building, etc.

**RESOLUTION # 23-2022:** Councilor Peggy LeClair made a Motion to appoint Andrew Jeski to Chairman

Councilor Jayne Black seconded the Motion.

Carried unanimously.

**RESOLUTION # 24-2022:** Councilor Doug Holdridge made a Motion to appoint John Schoeck and Marva Smith to the Planning Board Councilor Peggy LeClair seconded the Motion.

Carried unanimously.

**Public Comments:** None

**RESOLUTION # 25-2022:** Supervisor During made a Motion for Payment of Claims: Resolved that the bills, in the following amounts: on Highway Fund, Abstract 2, Claims 5-15



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in the amount of \$6,257.73, General Fund, Abstract 2, Claims 14-42, in the amount of \$200,469.74, Lighting Fund, Abstract 1, Claim 1, in the amount of \$315.35, Court Fund, Abstract 1, Claim 1, in the amount of \$466, be paid

Councilor Jayne Black seconded the Motion.

Carried unanimously.

***RESOLUTION # 26-2022:***

Councilor Peggy LeClair made a Motion to end the meeting.

Councilor Jayne Black seconded the Motion.

Carried unanimously.

Next meeting is March 9th at 6:30pm.

The Meeting ended at 9:04pm.