

TOWN OF LINCOLN
6886 Tuttle Road Canastota, NY 13032
Town Board Meeting

Wednesday, August 9, 2023

Call to Order: 7:00pm

Pledge of Allegiance

Attendance: Supervisor Melissa During, Deputy Supervisor Doug Holdridge and Peggy LeClair.

Others in Attendance: Mat Spendley, Amanda Spendley, Michael Bishop, Gregory Wright and Adam Rowels.

Approval of July's Meeting Minutes with no corrections.

Resolution 89-2023: Motion to approve July's Meeting minutes with no corrections made by Doug Holdridge, 2nd by Peggy LeClair, carried unanimously.

Correspondence: NYMIR Annual Report, Letter from Association of Towns, Uline Catalog, Arby's coupons, and City of Oneida Planning Board notification.

Melissa Davis and Samantha Field gave a presentation on the small business HUB in Hamilton. They are visiting Towns to inform them of the Services they provide for economic development. They offer services in Madison County and is funded by New York State. This is a free confidential service offered to small businesses in Madison County for training and business development. They presented fliers that will be available at the Town Clerks office and posted on the Town of Lincoln Website.

Continuation of the Public hearing for GLAS Tax District. Opened for comments from the public. Resident Patricia Filey asked if the board had decided. She also requested the board to table their decision until the Governor decides on whether she is going to sign the legislation awarding the ambulance service to receive the insurance payments instead of the patients. Melissa During did notify everyone that Madison County did just approve a resolution encouraging the Governor to sign it. Mike Bishop state GLAS is not comfortable waiting for the Governor because they feel they would be waiting forever and even if she were to sign it would not go into effect until 2025. So, they would be at a loss of 2024. He also stated that Wampsville and Village of Canastota passed the GLAS Tax District Resolution.

Resident Mat Spendley asked GLAS members if the calls from the Town of Lincoln were actual residents of the Town. Greg Wright stated he would find out if they could decipher if it was a resident or not. The reason he asked is because we are a cut through town and many of the accidents and/or calls maybe from other individuals instead of majority of residents. He feels

that the increase in the amount of money they are asking from the residents is not needed stress.

Town Board Member Doug Holdridge expressed the hours he has contemplated on the Tax District. From his personal stand point he feels that roughly \$17 to \$18 for a house valued at \$100,000 a year is a good assurance that the Town of Lincoln residents will receive ambulance services if needed, especially with the aging population in the town. He feels it is not a huge expense for a service that would be provided to the Town of Lincoln residents.

Melissa During clarified to the Board and residents that this Tax District would be an improvement district. It would be a contract between the Town of Lincoln and GLAS either for one year or two. If GLAS were to close this Tax District would end. Melissa During expressed that she was in favor of the Tax District.

Peggy LeClair expressed that she is not in favor as the verbiage in the in the Tax District is not clear. She also expressed that she would like to see GLAS at the budget hearings for the Town so that they could express their need from the Town of Lincoln. She does not want to see another tax line. She feels that a lot of this could have been avoided and they would not need to create a tax district if GLAS had attended to the budget hearings and voiced they needed more compensation. The Town of Lincoln has never had an issue with paying GLAS and she does not feel that they would have any issues in the foreseeable future. Melissa During stated that the Tax District would be in accordance to 209C which is the improvement district. Mike Bishop also stated that they would be bringing their budget to the Town of Lincoln for approval. She feels that the Town of Lenox calls will be higher than Town of Lincoln and our residents should not have to pay the same as that of Lenox. Melissa During stated that these are all things that could be put into the contract and requested of GLAS. The Town Board and GLAS members agree that there needs to be more communication between the two.

Patricia Filey asked if they were still GLAS was still going to send out fliers asking for donations. GLAS feels that if they had a tax district it would not be fair to ask for more so they would not be sending out donation requests.

Tony Domenicone asked why they have yet to become a paid ambulance service? GLAS responded they are staying under the 501c status so they can still have volunteers because they rely on volunteers to do fundraising, backup calls, board members, etc. Tony Domenicone feels that we have too many tax lines and unfortunately that does not leave very much money for the residents for living. Tony stated a few years ago there was an issue and GLAS asked for more money and in the end numbers GLAS provided more free services to the Town of Sullivan than to the Town of Lincoln.

No decisions made the board will be voted on the GLAS Tax district in September's Town Board Meeting.

Supervisor Announcements:

Melissa During announced they are in the final draft of the solar permit, They will be proof reading it. The Towns attorney would like to have a public hearing on the new solar law and he would like to be present for said hearing. The board agreed to schedule a Public hearing for September 20th at 7pm.

Resolution 90-2023: Motion to set Public Hearing for September 20th, 2023 on the Proposed Solar Ordinance made by Doug Holdridge, 2nd by Peggy LeClair, carried unanimously.

Training for September and October are cancelled due to Holidays. Melissa During encourages the Town Board and residents to attend the Fall Fest on October 14th. November training will be SEQR Training and December will be the Sexual Harassment Training and they will fall on the first Saturday of the month. Melissa During will do a separate Sexual Harassment training for the Highway staff.

The Town of Lincoln has cemeteries that need work. Melissa During and Peggy LeClair went to one of them on Whitman Rd. It is very overgrown and the wall/ barrier needs some care and stones that are falling they could be easily placed back upright. The Town of Lincoln is responsible to mow 3 times per year and up keep the fence/barrier around the cemetery. Melissa During wanted the board to be aware of this and move towards creating a schedule and/or paying someone to maintain it.

Water district had a favorable outcome. Barton and Ligudice would like to know if the Town would like to pay the \$20,000 to get the engineering reports done or if they would like to wait until 2024s budget. The board agreed to pay it from this year's General Fund NYCLAS Balance A202.

They board agreed to allow Melissa During to sign the Sun First Agreement for the Purchase of the new 2023 Mack truck with a plow. They Board also agreed to allow Melissa During to sign the Sun First Financial Proposal for the purchase of the 2023 Mack with the Henderson plow.

Resolution 91-2023: Motion to allow Melissa During to sign the Sun First Agreement for the Purchase of the 2023 Mack with a Henderson Plow made by Peggy LeClair, 2nd by Doug Holdridge, carried unanimously.

Resolution 92-2023: Motion to allow Melissa During to sign the Sun First Financial Proposal made by Peggy LeClair, 2nd by Doug Holdridge, carried unanimously.

Madison County IT just replied to Melissa During for the number of computers and services that they would provide. Peggy LeClair is to look another company regarding the computers. Melissa During will also be looking into an additional company. No Decisions made on the Madison County IT computer Agreement. The board will rediscuss this in September.

Madison County sent a new Tax Collection Agreement for the 2024 year. The board agreed to allow Melissa During to sign the new Agreement. Agreement as follows:

MUNICIPAL COOPERATION AGREEMENT

THIS AGREEMENT, by and between MADISON COUNTY, 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";

W I T N E S S E T H

WHEREAS, Madison County has been requested by the Town of Lincoln to have the Madison County Treasurer collect real property taxes on behalf of the Town, jointly and concurrently with the tax collecting officer of the Town, all as authorized by Real Property Tax Law Section 578 (2) (a and b); and

WHEREAS, the Madison County Treasurer has the ability and the expertise to collect said real property taxes on behalf of the Town; and

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

1) TERM: Upon approval of the Lincoln Town Board and the Madison County Board of Supervisors, the term of this contract shall be from January 1, 2023 through December 31, 2023. 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. Both parties reserve the right to terminate this agreement for cause at any time.

2) SCOPE OF SERVICES: The County shall provide services as outlined in Schedule A attached hereto and made a part hereof.

3) COMPENSATION: In addition to the amounts set forth in Schedule A, the further consideration for this agreement will be the benefit to the taxpayers by expanding their options to pay their taxes.

4) PAYMENT TO TOWN OF THE TOWN TAX LEVY: The Town and the County shall both be jointly and concurrently authorized to collect the Town and County taxes that would otherwise be collected only by the Town. The County shall pay to the Town the funds due to it on the Town tax levy (including special district funds and fire protection district funds) first out of funds collected. The remaining funds for the County tax levy

shall be the property of the County. The payment to the Town shall be made within three days of the date that funds sufficient to pay the full amount due to the Town have been collected. In the event that the full amount due on the Town tax levy has not been collected by January 15, the amount then collected shall be paid to the Town within three days thereafter. Thereafter the amount collected shall be paid to the Town every fifteen days until the full amount due to the Town under the tax levy has been collected and paid over to the Town. Thereafter, sums collected shall be the property of the County, except as otherwise provided in Schedule A.

5) ASSIGNMENT: Both parties agree that they shall not assign, transfer, convey, subcontract or otherwise dispose of this contract or their responsibility to perform under this contract or their right, title or interest in and/or to the same, nor any part thereof, nor to any monies which are or will become due and payable to them thereunder, nor the power to execute such contract to any other person, company or corporation without the prior express written consent of the other party.

6) 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 Contractor, his 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, his employees or agents in connection with this Agreement.

7) STATUTORY COMPLIANCE: In acceptance of this Agreement, both parties covenant and agree 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.

8) CONTRACT 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 written instrument signed by both 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: 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.

11) WAIVER: No waiver of any breach or condition of this agreement shall be binding unless in writing and signed by the party waiving such breach. No such waiver shall in any way affect any other term or condition of this agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year hereinafter written;

Resolution 93-2023: Motion to allow Melissa During to sign the Municipal Cooperation Agreement made by Doug Holdridge, 2nd by Peggy LeClair, carried unanimously.

Resolution 94-2023: Motion to adopt the Rules of Order for Town Board meetings made by Doug Holdridge, 2nd by Peggy LeClair, carried unanimously.

Clerks Report given and approved.

Resolution 95-2023: Motion to accept Clerks Report made by Peggy LeClair, 2nd by Doug Holdridge, carried unanimously.

Dog Report and Codes Report given and on file.

Anthony Domenicone stated that all scheduled road work has been completed. They highway crew has been working on roadside mowing and trimming trees. They will be out changing a few road signs. The 2020 Mack was put back together and unfortunately had to been taking back apart for more research to find out what is making the grumbling noise to fix it. Daryl's Auto has graciously let them use their garage to take it apart to save on costs. The new Mack Truck is at the Highway garage. Anthony Domenicone is going to talk with the neighbor of the Whitman rd. Cemetery to use his property for access to the cemetery to start cleaning it up. Majority of the Battery power tools that were ordered through a previous grant are in and can be picked up. Ford stated that the new pickup is set to be picked up in September. The engineer came out for the Salt Barn and they dug test holes and did soil samples. The building is being delivered in they next few days. Anthony Domenicone met with the electrician for the generators. He will be getting the stone set and the concrete poured for the pad for the generators.

No Historian Report given this month.

Assessor report given and on file. Mat Spendley also expressed he has been checking in on houses by driving the Town daily and adding buildings to the inventory to get everything current so the tax assessments are accurate.

The process has been started to get the Autism Sign. Anthony Domenicone has called DOT Sign Department and is awaiting his phone call back.

No Public comments.

Resolution 96-2023: Motion to accept payment of claims made by Peggy LeClair, 2nd by Doug Holdridge, carried unanimously.

Resolution 97-2023: Motion to enter Executive Session for a personnel matter at 8:15pm made by Peggy LeClair, 2nd by Doug Holdridge, carried unanimously.

Resolution 98-2023: Motion to Exit Executive Session at 9:44pm made by Peggy LeClair, 2nd by Doug Holdridge, carried unanimously.

No Decisions made.

Resolution 99-2023: Motion to Adjourn at 9:45pm made by Doug Holdridge, 2nd by Peggy LeClair, carried unanimously.