

REGULAR BOARD MEETING  
TOWN OF ST. ARMAND  
March 11, 2014

A Regular Board Meeting of the Town of St. Armand was held on the above date at the Town Hall, Bloomingdale, NY.

BOARD MEMBERS PRESENT:

Town Supervisor Charles Whitson, Jr., Councilperson Don Amell, Councilperson Jennifer Fuller, Councilperson D. Joseph Bates

TOWN EMPLOYEES PRESENT: Town Clerk Davina Thurston, Code Enforcement Officer Robert Drosdowich, Water Superintendant Jeff Cotter

GUESTS: Sandy Hayes

EXCUSED: Deputy Supervisor Samuel A. Grimone

Notice was sent to the Adirondack Daily Enterprise regarding this meeting.

Town Supervisor Charles Whitson, Jr. called the meeting to order at 6:35 p.m.

Sandy Hayes led the Pledge of Allegiance.

MOMENT OF SILENCE

Supervisor Whitson opened the Meeting by asking for a moment of silence in memory of Patrick Finnegan. The moment was observed.

HIGHWAY REPORT

Highway Superintendant Roger Oliver was excused from the meeting as he was preparing for a large winter storm. Supervisor Whitson updated the Board on the progress of the New Highway Garage. The two asbestos windows have been removed. Demolition for the current garage will begin on April 7<sup>th</sup>. The Highway crew is busy moving all equipment and supplies to the pole barn. New electrical service was discussed. Supervisor Whitson informed the Board that the Town would award the bids for the construction of a new highway garage on March 25, 2014 at a Special Board Meeting at 6:30 pm.

MOTION TO PAY MONTHLY BILLS

Councilperson Fuller made a motion to pay this month's bills; the motion was seconded by Councilperson Bates. All agreed. Motion carried.

REVIEW AND APPROVAL OF PREVIOUS MINUTES

Councilperson Bates made the motion to approve the minutes of February 11, 2014 – Regular Board Meeting, February 18, 2014 – Water & Sewer Regulations, Special Board Meeting, March 6, 2014 – Highway Garage Bid Opening. Motion was seconded by Councilperson Amell. All approved. Motion carried.

MONTHLY REPORT FROM THE SUPERVISOR

Supervisor Whitson gave the Board his monthly financial report. This report is kept on file and can be viewed at the Bloomingdale Town Hall, in the Town Clerk's file. Councilperson Fuller made a motion to accept the Supervisors report; Councilperson Amell seconded the motion. All approved. Motion carried.

CODE ENFORCEMENT REPORT

CEO Robert Drosdowich was gave the following report to the Board:

- For the month of February 2014, no building permits were issued, no fees collected, 4 inspections were completed, and one certificate of occupancy was given.
- Robert attended the Northern Adirondack Code Enforcement Officer's training seminar in Lake Placid. He will be receiving 24 hours of credit towards training.
- Robert spoke to the Board regarding new building applications that Davina has created. Robert approved them and asked that they be made available for use.
- Robert also stated that the Town is supposed to be giving money to the Federal Government for production of Code Enforcement Books.
- Robert stated many new changes to Energy Codes.
- Robert will be on vacation April 12 thru 27<sup>th</sup>. He will be available via cell phone. Ed Randig or Ed Lagree will be available in case of emergency.

**WATER DEPARTMENT MONTHLY REPORT**

Water Superintendant Jeff Cotter provided the Board with the following written report:

**Town of St. Armand Water Report for 3/11/14**

- Due to the cold weather and deep frost we have been experiencing numerous frozen water and sewer lines. Almost on a weekly basis.

**Well Field and Source Water Update:**

Our wells are currently only producing the same amount of water that our town is using each day, approximately 50, 000 gallons per day. Last month we replaced the 10 GPM pump in well #4. Initially we could see a gain of approximately 10,000 gallons of water per day; however after about two weeks of operation we began to lose that additional 10,000 gallons. I checked the amperage to the new pump in well #4 and it dropped to 4 amps per leg from 8 amps following the initial installation. I conducted a flow test of the pump and it stopped producing any water at all. After further testing, I determined that the well was no longer producing enough water to leave on line without damaging the pump and motor. I shut off the well as it was not producing water.

I spoke with Charlie and the New York State Department of Health in Saranac Lake about the need to obtain price quotes from well drillers ASAP to conduct "pump downs" and analysis of all 8 off our wells. We could get three quotes if required. We need to act ASAP as we are in danger of not being able to produce enough water for our Town.

On 3/10/14 I was conducting more tests on the wells in the well field and I checked the phasing on well #8 which is rated at 75 GPM. The well has been producing less than 10 GPM and I switched two main electrical leads to the pump to change the direction of the pump rotation. After changing the leads, I tested amperage to all three legs to the pump motor. The amperage actually went up from approximately 16amps per phase to 18 amps per phase. This would typically indicate that the pump was now doing "more work". I checked the flow coming into the pump house and the flow was up from 38 GPM with all the active wells on line to over 130 GPM. This indicated that the motor to well #8 was running in the reverse direction for years! I checked the flow today (3/11/14) and the flow with all the pumps on has dropped to approximately 50 GPM. This will allow us enough time to have professional wells drillers conduct test on our wells and properly size pumps to our wells based on what the wells are producing. Many of our current pumps are "drawing down" wells to a point that they are "sucking" air. This will eventually ruin the pumps.

I am looking for permission to have professional wells drillers give us price quotes to conduct a flow survey of our wells and to make recommendations to us on how to meet our flow demand for our Town ASAP. We may need a new well.

Water Superintendent Jeff Cotter also spoke to the Board regarding the need for additional water sources for the Town, to meet demand, and asked for permission to obtain 3 quotes from area well drillers to give us an idea of costs and recommendations for the Town. Jeff stated that he believes the quotes are free. Discussion ensued. It was agreed that Jeff should pursue this avenue and report the findings to the Board.

**TOWN CLERK MONTHLY REPORT**

Town Clerk Davina Thurston gave the following report for the month of December 2013:

Dog Licenses	10	\$77.00
Total Revenues to Supervisor		\$65.00
Revenue to NYS Dept of Agriculture & Markets		\$ 12.00

**WATER & SEWER BILLING MONTHLY REPORT**

Water & Sewer Clerk Davina Thurston gave the following report to the Board:  
 Total outstanding revenues \$17,106.96

**REVIEW AND UPDATE OF SEWER PROJECT**

Supervisor Whitson reported to the Board that the application with the APA has been deemed incomplete and AES is working on meeting the APA's requirements. Nathan Race is also aware of the issue. The APA has also stated that the Town does not have a permit for the current placement of the transfer station. Charlie is working on this with Essex County, as they do have a permit regarding the transfer station, and we will try to rectify the situation. Discussion ensued regarding the moving of the attendant shack, electrical issues, generator, and Graymont's mining permit with the APA. The bids for the Wastewater Treatment Plant are being handled by AES, and the timeline is the end of April for the bids and construction to being in June.

**NEW BUSINESS**

**GUNTHER BILL**

Discussion ensued regarding the Gunther bill for water line repairs. It was agreed the amount was acceptable and Davina would send the bill out to Ms. Gunther. Jeff should be reimbursed for insulation via voucher.

**RESOLUTION 28 of 2014 - Standard Work Day and Reporting**

Councilperson Amell, who moved its adoption, offered the following resolution:

WHEREAS A Resolution of the Town Board of the Town of St. Armand approve the Standard Work Day and Reporting figures for the New York State Retirement System.

**Standard Work Day and Reporting Resolution**

BE IT RESLOVED, that the Town of St. Armand hereby establishes the following standard work days for elected and appointed officials and will report the following days worked to the New York State and Local Employees' Retirement System based on the time keeping system records or the record of activities maintained and submitted by these officials to the supervisor of this body:

Elected Officials	Name	Standard Work Day (Hrs/Day)	Term Begins/Ends	Participates in Employer's Time Keeping System (Y/N)	Days/Month (Based on Record of Activities)
Town Clerk, Water & Sewer, Billing Clerk	Davina Thurston	6	1/1/2014 - 12/31/2017	N	17.06
Receiver of Taxes	Nancy Heath	6	1/1/2014-12/31/2017	N	10.28
Town Justice	Sheridan Swinyer	6	1/1/2014-12/31/2017	N	14.45
Highway Superintendent	Roger Oliver	8	1/1/2014-12/31/2017	N	23.4
Appointed Officials					
Assessor	Donna Bramer	6	10/1/2013-9/30/2019	N	8.45
Code Enforcement Officer	Robert Drosdowich	6	1/1/2014 - 12/31/2017	N	7

On this 11<sup>th</sup> day of March, 2014

\_\_\_\_\_ Date Enacted: \_\_\_\_\_  
 (Signature of Town Clerk)

I, **Davina M. Thurston**, Town Clerk of the governing board of the Town of St. Armand, of the State of New York, Do hereby certify that I have compared the foregoing with the original resolution passed by such board, at a legally convened meeting, and that same is a true copy thereof and the whole of such original.

I further certify that the full board consists of 5 members, and that 4 of such members were present at such meeting and 4 of such members voted in favor of the resolution.

Councilperson Fuller duly seconded this resolution, and adopted by roll call vote as follows:

Supervisor Charles Whitson, Jr.	AYE
Deputy Supervisor Samuel A. Grimone	EXCUSED
Councilperson Donald Amell	AYE
Councilperson Jennifer Fuller	AYE
Councilperson D. Joseph Bates	AYE

IN WITNESS WHEREOF, I have hereunto  
Set my hand and the seal of the  
Town of St. Armand



(Seal)

Dated: March 11, 2014

\_\_\_\_\_  
Davina M. Thurston  
St. Armand Town Clerk

**RESOLUTION # 29 of 2014 AUTHORIZING TOWN SUPERVISOR TO  
SIGN A CONTRACT FOR SHARED HIGHWAY SERVICES ON BEHALF OF  
THE TOWN**

The following resolution was offered by Councilperson Fuller who moved its adoption:

RESOLUTION authorizing the Town Supervisor to sign a contract on behalf of the Town to permit the Town Highway Superintendent to share services with highway department heads in other municipalities who possess similar authorization for the borrowing or lending of materials and supplies and the exchanging, leasing, renting or maintaining of machinery and equipment, including the operators thereof, for the purpose of aiding the highway department head in the performance of their duties.

Whereas, all municipalities, including the Town of St. Armand, have the power and authority to contract with other municipalities for the purpose of renting, leasing, exchanging, borrowing or maintaining of machinery and equipment, with or without operators; and

Whereas, all municipalities, including the Town of St. Armand, have the power and authority to borrow or lend materials and supplies to other municipalities; and

Whereas, it is hereby determined that the Town of St. Armand and other municipalities have machinery and equipment which is not used during certain periods; and

Whereas, it is determined that the Town of St. Armand and other municipalities often have materials and supplies on hand which are not immediately needed; and

Whereas, it is hereby determined that by renting, borrowing, exchanging, leasing or maintaining highway machinery and equipment and the borrowing or lending of materials and supplies, the Town of St. Armand and other municipalities may avoid the necessity of purchasing certain needed highway machinery and equipment and the purchasing, or storing, of a large inventory of certain extra materials and supplies, thereby saving money for the taxpayers; and

Whereas, it is recognized and determined, from a practical working arrangement, that no program of borrowing, exchanging, leasing, renting or maintaining of highway machinery and equipment or borrowing or lending of materials can be successful if each individual arrangement or agreement must receive prior approval by the Town Board and the governing board of each of the other municipalities which may be parties to such agreements, since such agreements must often be made on short notice and at times when governing boards are not in session; and

Whereas, it is incumbent upon each municipality to design a simple method whereby materials, supplies, equipment and machinery, including the operators thereof, may be obtained or maintained with a minimum of paperwork and inconvenience and with a swift approval process; and

Whereas, it is the intent of the Town of St. Armand Town Board to give the Town Superintendent of Highways the authority to enter into renting, exchanging, borrowing, lending or maintaining arrangements with the persons serving in similar capacities in other municipalities without the necessity of obtaining approval of the Town Board prior to the making of each individual arrangement; and

Whereas, a standard contract has been prepared which is expected to be adopted and placed into effect in other municipalities, and will grant the person holding the position comparable to that of the head of the highway department in each of those other municipalities the authority to make similar arrangements; and

Whereas, it is hereby determined that it will be in the best interests of the Town of St. Armand to be a party to such shared services arrangements.

**NOW THEREFORE, BE IT RESOLVED** that the Town Supervisor of the Town of St. Armand is hereby authorized to sign the following contract on behalf of the Town:

#### **“CONTRACT FOR SHARED HIGHWAY SERVICES**

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

“a) ‘Municipality’ shall mean any county, town or village which has agreed to be bound by a contract for shared services or equipment similar in terms and effect with the contract set forth herein, and has filed a copy of said contract with the Clerk of the Town of St. Armand.

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

“c) ‘Shared Service’ shall mean any service provided by one municipality for another municipality that is consistent with the purposes and intent of the contract and shall include but not be limited to:

“i) the renting, exchanging, or lending of highway machinery, tools and equipment, with or without operators;

“ii) the borrowing or lending of supplies between municipalities on a temporary basis conditioned upon the replacement of such supplies or conditioned upon the obtaining of equal value through the provision of a service by the borrower or by the lending of equipment by the borrower, the value of which is equal to the borrowed supplies;

“iii) the providing of a specific service for another municipality, conditioned on such other municipality providing a similar service, or a service of equal value, in exchange.

“iv) the maintenance of machinery or equipment by a municipality for other municipalities.

“d) ‘Superintendent’ shall mean, in the case of a county, the county superintendent of highways, or the person having the power and authority to perform the duties generally performed by county superintendents of highways; in the case of a town, the town superintendent of highways; and in the case of a village, the superintendent of public works.

“2. The undersigned municipality has caused the agreement to be executed and to bind itself to the terms of their contract, and it will consider the contract to be applicable to any municipality which has approved a similar contract and filed such contract with the Clerk of the Town of St. Armand.

“3. The Town of St. Armand by their agreement grants unto the Town Superintendent of Highways the authority to enter into any shared service arrangements with any other municipality or other municipalities subject to the following terms and conditions:

“a) The Town of St. Armand agrees to rent, exchange or borrow from any municipality any and all materials, machinery and equipment, with or without operators, which it may need for the purposes of the Town of St. Armand. The determination as to whether such machinery, with or without operators, is needed by the Town of St. Armand shall be made by the Superintendent of Highways. The value of the materials or supplies borrowed from another municipality under the agreement may be returned in the form of similar types and amounts of materials or supplies, or by the supply of equipment or the giving of services of equal value, to be determined by mutual agreement of the respective superintendents.

“b) The Town of St. Armand agrees to rent, exchange or lend to any municipality any and all materials, machinery and equipment, with or without operators, which such municipality may need for its purposes. The determination as to whether such machinery or material is available for renting, exchanging or lending shall be made by the Superintendent of Highways. In the event the said Superintendent determines that it will be in the best interests of the Town of St. Armand to lend to another municipality, the said Superintendent is hereby authorized to lend to another municipality. The value of supplies or materials loaned to another municipality may be returned to the Town of St. Armand by the borrowing municipality in the form of similar types and amounts of materials or supplies, or by the use of equipment or receipt of services of equal value, to be determined by the respective superintendents.

“c) The Town of St. Armand agrees to repair or maintain machinery or equipment for any city/county/town/village under terms that may be agreed upon by the Highway Superintendent, upon such terms as may be determined by the Highway Superintendent.

“d) An operator of equipment rented or loaned to another municipality, when operating such equipment for the borrowing municipality, shall be subject to the direction and control of the superintendent of the borrowing municipality in relation to the manner in which the work is to be completed. However, the method by which the machine is to be operated shall be determined by the operator.

“e) When receiving the services of an operator with a machine or equipment, the receiving superintendent shall make no request of any operator which would be inconsistent with any labor agreement that exists for the benefit of the operator in the municipality by which the operator is employed.

“f) The lending municipality shall be liable for any negligent acts resulting from the operation of its machinery or equipment by its own operator. In the event damages are

caused as a result of directions given to perform work, then the lending municipality shall be held harmless by the borrowing municipality.

“g) Each municipality shall remain fully responsible for its own employees, including salary, benefits and workers compensation. Each municipality shall be liable for salaries and other compensation due to their own employees for the time the employees are undertaking a joint service pursuant to their contract, however the borrowing municipality shall reimburse the lending municipality for actual and necessary expenses upon receipt of written notice of such claim.

“4. The renting, borrowing, leasing, repairing or maintaining of any particular piece of machinery or equipment, or the exchange or borrowing of materials or supplies, or the providing of a specific service, shall be evidenced by the signing of a memorandum by the Town Superintendent of Highways. Such memorandum may be delivered to the other party via mail, personal delivery, facsimile machine, or any other method of transmission agreed upon. In the event there is no written acceptance of the memorandum, the receipt of the materials or supplies or the acceptance of a service shall be evidence of the acceptance of the offer to rent, exchange or lend.

“5. In the event any shared services arrangement is made without a memorandum at the time of receipt of the shared service, the superintendent receiving the shared service shall, within five days thereof, send to the provider a memorandum identifying the type, time and date of the acceptance of the repair or maintenance shared service. In the event such shared service related to or included any materials or supplies, such memorandum shall identify such materials or supplies and the time and place of delivery.

“6. In the event a municipality wishes to rent machinery or equipment from another municipality or in the event a municipality wishes to determine the value of such renting for the purposes of exchanging shared services of a comparable value, it is agreed that the value of the shared service shall be set forth in the memorandum.

“7. All machinery and the operator, for purposes of workers compensation, liability and any other relationship with third parties, except as provided in paragraph e of section three of their agreement, shall be considered the machinery of, and the employee of, the municipality owning the machinery and equipment.

“8. In the event machinery or equipment being operated by an employee of the owning municipality is damaged or otherwise in need of repair while working for another municipality, the municipality owning the machinery or equipment shall be responsible to make or pay for such repairs. In the event machinery or equipment is operated by an employee of the borrowing, receiving or renting municipality, such municipality shall be responsible for such repairs.

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

“10. In the event a dispute arises relating to any repair, maintenance or shared service, and in the event such dispute cannot be resolved between the parties, such dispute shall be subject to mediation.

“11. Any party to their contract may revoke such contract by filing a notice of such revocation. Upon the revocation of such contract any outstanding obligations shall be settled within thirty days of such revocation unless the parties with whom an obligation is due agree in writing to extend such date of settlement.

“12. Any action taken by the Town Superintendent of Highways pursuant to the provisions of their contract shall be consistent with the duties of such official, and expenditures incurred shall not exceed the amounts set forth in the Town budget for highway purposes.

“13. A record of all transactions that have taken place as a result of the Town of St. Armand participating in the services afforded by their contract shall be kept by the Town Superintendent of Highways, and a statement thereof, in a manner satisfactory to the Town Board, shall be submitted to the Town Board semiannually on or before the first day of June, and on or before the first day of December, of each year following the filing of the contract, unless the Town Board requests the submission of records at different times and dates.

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

“15. Their contract shall be reviewed each year by the Town of St. Armand and shall expire five years from the date of its signing by the Town Supervisor. The Town Board may extend or renew their contract at the termination thereof for another five year period.

“16. Copies of their contract shall be sent to the clerk and the superintendent of each municipality with which the Town Highway Superintendent anticipates engaging in shared services. No shared services shall be conducted by the Town Highway Superintendent except with the superintendent of a municipality that has completed a shared services contract and has sent a copy thereof to the clerk of their or her municipality and the Town Highway Superintendent.”

This motion was seconded by Councilperson Amell. The question of the adoption of the foregoing resolution was duly put to a vote on roll call which resulted as follows:

Supervisor Charles Whitson, Jr.	AYE
Deputy Supervisor Samuel A. Grimone	EXCUSED
Councilperson Donald Amell	AYE
Councilperson Jennifer Fuller	AYE
Councilperson D. Joseph Bates	AYE

This resolution shall take effect immediately.

IN WITNESS WHEREOF, I have hereunto  
Set my hand and the seal of the  
Town of St. Armand



(Seal)

\_\_\_\_\_  
Davina M. Thurston  
St. Armand Town Clerk

Dated: March 11, 2014

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

<u>Town of Franklin</u>	<u>Franklin County</u>
<u>Town of Brighton</u>	<u>Village of Saranac Lake</u>
<u>Town of Harriestown</u>	<u>Village of Tupper Lake</u>
<u>Town of Tupper Lake</u>	<u>Town of Santa Clara</u>



Town of North Elba

Essex County

Town of Black Brook

Village of Lake Placid

Town of Wilmington

STATE OF NEW YORK        )  
COUNTY OF ESSEX        )  
TOWN OF ST. ARMAND ) ss:

I, Davina M. Thurston, Town Clerk of the Town of St. Armand, Essex County, New York, HEREBY CERTIFY that I have compared the preceding Resolution with the original thereof filed in my office and that the same is a true and correct copy of said original and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the said Town of St. Armand on this 11<sup>th</sup> day of March, 2014.

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Davina M. Thurston  
Town Clerk

#### OLD BUSINESS

- Supervisor Whitson asked the Board for approval to purchase a waterproof camera with GPS location capabilities for the Town. Discussion ensued. After discussion, it was agreed to purchase the camera for Town use.
- Discussion ensued regarding the RD loan and sludge fund. It was decided that more information was needed. Charlie will ask Mike Mascarenas and Todd Hodgson to come to the next meeting to speak to the Board.
- Discussion ensued regarding the Community Block Grant for St. Armand Resident's working with Essex County Housing Assistance Program. Davina updated the Board and asked permission to seek volunteers for the "windshield survey" by writing a letter to the editor of the Adirondack Daily Enterprise. A possible internship position for this was also discussed. The Board agreed that a letter to the editor could be written.
- Supervisor Whitson asked for a vote on the issue of reimbursing CEO Robert Drosdowich \$300.00 for use of his cell phone. All Board members voted not to pay for cell phone use.
- Supervisor Whitson informed the Board that the Zoning Committee meeting has been re-scheduled for March 25<sup>th</sup>. At that time, we will also hold a Special Board Meeting to award the bids for the Highway Garage Project.
- Supervisor Whitson asked the Board if he could hire John Schwartz to perform needed electric repairs. The Board agreed.
- Supervisor Whitson informed the Board about the upcoming expenses that the Town will incur during construction of the New Highway Garage, including 1000 gallon LP tank.
- Supervisor Whitson informed the Board that two water main valves will be replaced soon due to corroded bolts. Davina informed the Board that the Town does not have any recourse from the manufacturer, due to the warranty only being valid for one year after installation.
- Davina asked the Board to set a date for construction of the Wayside Exhibit. After discussion, June 7<sup>th</sup> was agreed upon.

- Supervisor Whitson informed the Board that Ellen George of the Saranac Lake Village Improvement Society had sent a letter of thanks for the Town's contribution.
- Councilperson Fuller asked Charlie about the Fire Department District. Lengthy discussion ensued. More information is needed.

Sandy Hayes asked Supervisor Whitson about the Rockledge Water District. Discussion ensued.

Sandy asked about the Bond issue with regards to the bids. Discussion ensued. It was decided that Charlie would find out if Bonds are refundable and report back at the next meeting. Permits for the new highway garage were discussed.

Councilperson Amell asked Davina about the reverse 9-1-1 calls. Davina informed the Board that she is working on the list of names and phone numbers and that the calls would be free for the Town.

#### MOTION TO ADJOURN

Councilperson Bates made a motion to adjourn, seconded by Councilpersons Fuller and Amell. Supervisor Whitson adjourned the meeting at 9:02 pm.

I, Davina M. Thurston, Town Clerk for the Town of St. Armand, do hereby certify that the above is a true and correct transcript of the Special Board meeting minutes held on the above-referenced date.

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Davina M. Thurston  
St. Armand Town Clerk

March 11, 2014