

**Meeting Minutes
Town of Morristown
March 21, 2017**

Present: David VanArnam, Christopher Coffin, Shawn Macaulay, Frank Putman

Absent: Gary Turner

Also Present: Dean Hoffman, Kevin Crosby, Joe Lightfoot, Tom Bell

Pledge of Allegiance

Approval of Minutes: A motion was made by Councilman Macaulay and seconded by Councilman VanArnam, to approve the minutes of February 16, 2017 as presented.

Vote: David VanArnam-Aye, Shawn Macaulay-Aye, Chris Coffin-Aye, Frank Putman-Aye

Correspondence

1. A response was received from the County Highway Superintendent concerning county roads in the Town.

Public Comment: No comment received

Old Business

1. **Sewer Districts Update (Supervisors 2017 Priority)** Executive session at end of meeting.
2. **Town Hall Project Update (Supervisors 2017 Priority)** The Board discussed the need for preliminary design documents and costs to use for grant purposes. The Board will meet on March 28th at 6 PM to go over existing plans for ideas.
3. **Three Year County Snow and Ice Agreement Update:** Tabled
4. **Other Old Business:** None

New Business

1. **Life Flight Resolution:** A resolution was moved by Councilman VanArnam, and seconded by Councilman Coffin, to adopt resolution #4 of 2017 as follows:

Resolution #4 of 2017 Life Flight

WHEREAS: North Country Life Flight, Inc. is a not for profit , tax exempt corporation which is responsible for all aspects of patient care by providing medical equipment, training, medical personnel and administering the medical portion utilizing the New York State Police helicopter based in Saranac Lake and private fixed wing aviation resources, and,

WHEREAS: The New York State Police aviation resources do not provide a medically trained team or medical equipment for patient transports; and

WHEREAS: The people of Clinton, Essex, Franklin, Hamilton and St. Lawrence Counties receive a vital emergency medical service which is free of charge to critically ill and seriously injured patients, and, therefore municipal governments are asked to pledge monies for this worthwhile program;

**Meeting Minutes
Town of Morristown
March 21, 2017**

NOW, THEREFORE, BE IT RESOLVED: That the Town Board of the Town of Morristown hereby authorizes the Supervisor to enter into a contract with North Country Life Flight, Inc. for the purpose of operating the medical component of the Medivac program, which will serve its residents and visitors, and paying the amount of \$150.00, which represents the Town's share for 2017; and be it

FURTHER RESOLVED: That the sum of \$150.00 is hereby appropriated to account No. B – 4989.4 for payment to North Country Life Flight, Inc.

Vote: David VanArnam-Aye, Shawn Macaulay-Aye, Chris Coffin-Aye, Frank Putman-Aye

2. **Local Law #1 of 2017:** A motion was made by Councilman Macaulay and seconded by Councilman VanArnam, to hold a public hearing on April 11, 2017 at 7 PM to take public comment for and against Local Law #1 of 2017.

Vote: David VanArnam-Aye, Shawn Macaulay-Aye, Chris Coffin-Aye, Frank Putman-Aye

3. **County Hold Harmless Resolution:** A motion was made by Councilman VanArnam, and seconded by Councilman Coffin, to adopt Resolution #3 of 2017 as follows:

HOLDING HARMLESS THE COUNTY OF ST. LAWRENCE FOR PROVIDING SERVICE FOR 2017

By Town Board Town of the Town of Morristown

WHEREAS, the Town of Morristown is desirous of St. Lawrence County Department of Highways providing shared services such as paving, shoulder widening, signage, road striping, blasting and other routine maintenance activities to the Town, and

WHEREAS, both the Town of Morristown and the County of St. Lawrence are desirous of promoting partnering efforts for the safety of the traveling public in St. Lawrence County, and **WHEREAS**, in this joint cooperative endeavor, the Town of Morristown and the County of St. Lawrence desires to be reimbursed for their expenditures, and

WHEREAS, the Town is aware that the County may incur liability in the providing of the services and wishes to indemnify the County in this regard,

NOW, THEREFORE, BE IT RESOLVED, that to the fullest extent permitted by law, the Town will indemnify and hold harmless the County, their officers, directors, partners, representatives, agents and employees from and against any and all claims, suits, liens, judgments, damages, losses and expenses, including legal fees and all court costs and liability (including statutory liability) arising in whole or in part and in any manner from injury and/or death of a person or damage to or loss of any property relating to or arising out of any negligent or intentional acts and/or omissions of the Town of Morristown, or any of its directors, officers, employees, contractors, representatives, or agents.

BE IT FURTHER RESOLVED that the following request for General Liability (GL) coverage is as follows:

General Liability Insurance

On an "Occurrence" basis, with the following limits:

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

\$1,000,000 Products Aggregate

\$1,000,000 Personal Injury

**Meeting Minutes
Town of Morristown
March 21, 2017**

\$ 50,000 Fire Damage Legal Liability

\$ 5,000 Medical Payment Expense

BE IT FURTHER RESOLVED, that St. Lawrence County shall be an additional insured on the GL Policy, via ISO endorsement CG 2026.

Vote: David VanArnam-Aye, Shawn Macaulay-Aye, Chris Coffin-Aye, Frank Putman-Aye

- 4. NYS DOT Hold Harmless Agreement:** A motion was made by Councilman VanArnam, and seconded by Councilman Coffin, to authorize the Supervisor to enter into a 4 year hold harmless agreement with the NYS DOT as follows:

This agreement, dated March 14, 2017, is between the People of the State of New York, hereinafter referred to as “State” or “NYSDOT” and the Town of Morristown, hereinafter referred to as “Municipality.” Pursuant to Section 99-r of the General Municipal Law, the State and the Municipality wish to share services, exchange or lend materials or equipment which shall promote and assist the maintenance of State and Municipal roads and highways and provide a cost savings by maximizing the effective utilization of both parties’ resources. Shared Services shall mean any service provided by one party (Provider) to another party (Recipient). The State and the Municipality agree to share services as follows:

1. Description and Cost of Services, Materials or Equipment to be shared: Provide details of the services, materials or equipment to be shared in the attached standard Schedule A. The total amount of the agreement shall not exceed ten thousand dollars (\$10,000.00). If applicable, indicate that the return exchange will be determined at a later day.
2. The Provider’s employees shall remain under full supervision and control of the Provider. The parties shall remain fully responsible for their own employees for all matters, including but not limited to, salary, insurance, benefits and Worker’s compensation.
3. If the borrowed machinery or equipment is damaged or otherwise needs repair arising out of or in connection with the Recipient’s use, the Recipient shall be responsible for such repairs.
4. The Municipality agrees to defend and indemnify the State for any and all Claims arising out of the Municipality’s acts or omissions under this Agreement. Subject to the availability of lawful appropriations and consistent with Section 8 Of the State Court of Claims Act, the State shall hold the Municipality harmless from and indemnify it for any final judgment of a court of competent jurisdiction to the extent attributable to the negligence of the State or of their officers or employees when acting in the course and scope of their employment.
5. The term of this Agreement shall be for four (4) years from 03/21/2017to /03/21/2021. The parties will endeavor to provide no less than thirty (30) days’ notice of its intent to extend the Agreement. Either party may revoke this Agreement by providing sixty (60) days written notice of such revocation. Upon Revocation, any outstanding obligations of the parties must be satisfied within thirty (30) days of the date of such revocation.

Vote: David VanArnam-Aye, Shawn Macaulay-Aye, Chris Coffin-Aye, Frank Putman-Aye

- 5. Other New Business:** No other new business brought before the Board

Department Reports

1. Highway Department: The Highway Superintendent presented a written report. He also asked for Board direction on how to dispose of a surplus used truck and some other equipment. The Board agreed that the Town would do better using the online auction site that was used previously, to sell surplus equipment. The roof project at the garage is moving along and is waiting for the remaining quotes to be received. The Town Clerk expressed thanks for the excellent job that was done by the highway employees who worked on remodeling the new clerk's office.

2. Code Enforcement Office: A written report was included in the Board's meeting packet.

3. DPW: The generator was serviced at the vacuum plant and it was found that the radiator is leaking again. This radiator was replaced not too long ago. Kevin Crosby stated that it would be cheaper to have the Town replace it themselves than using an outside service. He also reported a grinder freeze up at Long's that was addressed. Mr. Crosby also informed the Board that the MVFD was bidding out for a new ambulance and selling the old one.

County Legislator Joe Lightfoot addressed the Board. He reported on the county's new health care plan that will be in place in April 2017. He also informed the Board that the County may drop covering workers comp for emergency services and towns and villages may have to start providing the coverage. This could occur for the 2018 budget year.

Executive Session: A motion was made by Councilman VanArnam to enter executive session to discuss matters relating to pending or current litigation. The motion was seconded by Councilman Coffin.

Vote: David VanArnam-Aye, Shawn Macaulay-Aye, Chris Coffin-Aye, Frank Putman-Aye
The Board entered executive session at 7:55 PM.

The Board left executive session at 8:3 PM. Supervisor Putman reported that no action was taken.

Public Comment 2- No comment was received from the floor.

Adjournment: The meeting was adjourned upon motion at 8:14 PM.

Meeting minutes prepared and respectfully submitted by David Murray-Town Clerk