

*The Town of Orleans Board Meeting
May 12, 2022*

The Town of Orleans Town Board Held a regular scheduled board meeting on May 12, 2022 at 7:00PM at the municipal building in LaFargeville.

Members Present: Kevin Rarick, Peter Wilson, and Thomas Johnston

Members Absent: Gwen Kirkby, Mary Ford-Waterman

Others Present: Tammy Donnelly, Jim Burrows, Pam McDowell, Rob Company, Mike Curtiss, Manny Jerome, Gerry & Jim Giambra, and Irene Carman.

Supervisor Rarick called meeting to order at 7:03pm

1. Approval of minutes- A motion was made by Thomas Johnston and seconded by Gwen Kirkby to approve March 2022 minutes as read. April meeting was cancelled

Kevin Rarick, Aye

Peter Wilson, Aye

Thomas Johnston, Aye

Mary Ford-Waterman, Absent

Gwen Kirkby, Absent

2. Financial Report – New accountant not ready.

3. Rob Company - Boat Ramp(redi project) – 1 Bid was received from DC Builders in the amount of \$549,170 which is over budget. Discussion was held. Town highway department will do out of water work which would reduce the cost. A motion was made by Thomas Johnston and seconded by Peter Wilson to accept bid from DC Builders in the amount of \$549,170. (see next motion)

Kevin Rarick, Aye

Peter Wilson, Aye

Thomas Johnston, Aye

Mary Ford-Waterman, Absent

Gwen Kirkby, Absent

A motion was made by Peter Wilson and seconded by Thomas Johnston to accept change order to reduce the bid of DC Builders to \$213,628.

Kevin Rarick, Aye

Peter Wilson, Aye

Thomas Johnston, Aye

Mary Ford-Waterman, Absent

Gwen Kirkby, Absent

Towns
Fishers Landing Boat Launch
DC Builders Bid

Item	Description	Contractor	Town
		Materials	Labor
1	Mobilization	\$ 20,350	
2	Record Drawings	\$ 500	
3	Erect Turbidity Curtain and Related Erosion Control Measures	\$ 8,875	
4	Dredging and Related Disposal Work	\$ 18,250	
5	Demolition, Removal and Disposal of Existing Items	\$ 38,770	
6	Cast in place Concrete Work - Abutments	\$ 72,000	\$ 10,000 \$ 8,000
7	Precast Concrete Ramp Work	\$ 108,800	\$ 25,000 \$ 20,000
8	Rip Rap at toe of Ramp	\$ 12,350	
9	Gangways, Floating Docks and Piles	\$ 133,750	\$ 50,000 \$ 10,000
10	Piles Only - 8 Each -30' long	\$ 45,000	
11	Kayak Launch Pad	\$ 6,000	
12	Two Solar Lights on River end piles	\$ 750	\$ 3,500
13	4 Rung aluminum Safety Ladder	\$ 950	\$ 250
14	Cast in place concrete work - approach Pad	\$ 64,250	\$ 500
15	Solar light and pole	\$ 7,375	\$ 4,000 \$ 1,000
16	Fire extinguisher cabinet	\$ 1,900	\$ 1,000
17	Hot asphalt Pavement and Stone Base Allowance	\$ 45,300	\$ 18,750 \$ 5,000 \$ 10,000
		\$ 213,325	\$ 103,000 \$ 46,000 \$ 18,000

\$ 380,525	Estimated total Construction
\$ 86,000	Design Bidding Supervision
\$ 466,525	Total Project
\$ 410,000	Original Project
\$ 20,500	Original Town Contribution
\$ 77,125	Revised Town Contribution

5%	Original Town Contribution
1.7%	Revised Town Contribution

\$ 549,170

The towns out of pocket cost for boat ramp project is 17% which would also include the town's labor.

4. Robert Black update- Starting summer projects. Gradall is getting fixed, had to rent one for the TI Park project.

5. TI Park Sewer Project County Rte. 100 resolution

Resolution # 7

TI Park Sewer Project County Rte 100

Asbestos Cement Pipe Removal & Disposal – Independent Commercial Contractors \$9,700.00 - \$15,000.00 (estimated cost)

Asbestos Project Monitoring Services – Atlantic Testing Laboratories \$1,795.00 (estimated cost)

Piping and related components – Ferguson Waterworks \$4,448.30 (estimated cost)

Excavators - Equipment Rentals \$6,400 per month times 2

Manholes – Jefferson Concrete

Motion Pete
Second Tom

Kevin yes
Tom yes
Pete yes

Supervisor Rarick stated rates for TI Park and Fineview need to be looked at.

6. Appoint Don Smith to zoning board of appeals- A motion was made by Tom Johnston and seconded by Peter Wilson to appoint Don Smith to the zoning board of appeals.

Kevin Rarick, Aye

Peter Wilson, Aye

Thomas Johnston, Aye

Mary Ford-Waterman, Absent

Gwen Kirkby, Absent

7 Appoint Mitchell Robinson to planning board- A motion was made by Tom Johnston and seconded by Peter Wilson to appoint Mitchell Robinson to Planning Board.

Kevin Rarick, Aye

Peter Wilson, Aye

Thomas Johnston, Aye

Mary Ford-Waterman, Absent

Gwen Kirkby, Absent

8. Approve intergovernmental agreement relative to dog control services from 1-1-22 – 12-31-26

INTERGOVERNMENTAL AGREEMENT RELATIVE TO DOG CONTROL SERVICES

This Agreement, made this 31 day of December, 2021, by and between the County of Jefferson, a municipal corporation, with principal offices at 195 Arsenal Street, Watertown, New York, hereinafter referred to as "County", and the

Town of Orleans a municipal corporation, with principal offices at 20558 Sunrise Ave, Lafayetteville, New York, hereinafter referred to as "Town".

Whereas, Pursuant to Sections 113 and 114 of the Agriculture and Markets Law, each Town must appoint a dog control officer, or may contract for said services, and shall establish and maintain a shelter for unclaimed dogs or in lieu thereof, shall contract for said service with any other municipality, and

Whereas, The County of Jefferson presently operates a dog control program and provides a 24 hour/day shelter for dogs, and

Whereas, It is the desire of the Town to enter into an agreement with the County for the provision of a dog control program with corresponding shelter services to be rendered by the County to said Town.

Wherefore, It is mutually agreed between the parties hereto that the County shall render to the Town, dog control officer services and shelter services for the consideration hereinafter provided and upon the following terms and conditions:

1. The county shall provide to the Town dog control officer services as set forth in Article 7 of the Agriculture and Markets Law.
2. The County shall provide and maintain a shelter for seized dogs, will properly care for all dogs in the shelter, will make available for adoption seized dogs not redeemed as provided for in Article 7 of the Agriculture and Markets Law and humanely euthanize a dog if judged to be necessary. Such shelter shall at all times during the term of this Agreement be under the care and charge of competent employees and shall be open to the public at reasonable hours; these hours will be made known to the Town along with any changes to the established hours thereafter.
3. The County shall adhere to all provisions of Article 7 regarding the seizure, holding, care, redemption and disposition of seized dogs.
4. The County shall establish and maintain a schedule of enumerations for the Town, which shall take place every two years. A schedule will be provided to the Town Supervisor with the budget.
5. The County shall make and maintain a complete record of any seizure and

subsequent disposition of any dog which record shall contain the information required by Section 113 of the Agriculture and Markets Law. The Town may request review of the record at any time; the County will have up to ten business days to comply with such request.

6. The County shall furnish a quarterly incident report detailing the number of dogs licensed and the number of dogs seized and their subsequent disposition during the previous three months to the Town.
7. The County shall establish shelter redemption and adoption fees when deemed appropriate.
8. The County shall continue to maintain a budget separate from all other general fund operations to manage the Dog Control account. All revenues collected and all expenses disbursed will be from this account, unless otherwise stated in the agreement hereafter.
9. The Town shall remit monthly, by the tenth day thereof, to the Treasurer of the County, 53% of all license fees collected by it in the preceding month. The Town will retain 47% of all license fees collected.
10. The Town may, pursuant to Section 122 of the Agriculture and Markets Law, by ordinance, impose additional restrictions concerning the keeping or running of at large dogs and the seizure thereof.
11. The Town may provide for additional licensing fees pursuant to Section 110 (4) of the Agriculture and Markets Law to finance enforcement of same.
12. In the event surplus funds in the trust account remain in the hands of the County at the end of the calendar year, such funds shall remain in the Dog Control Fund to be used as fund balance to offset any future costs. In the event that a budget deficit results at the end of the calendar year, such deficit shall be charged back to the Town based on its percentage of the dog population (See Section 13-a).
13. The County shall invoice the Town for dog control/shelter services under the following terms and conditions:
 - a. The Town shall be invoiced for its annual portion of the audited Dog Control Budget based upon its dog population divided by the total dog population of all participating Towns in Jefferson County.
 - b. The audited amount for which the Town is responsible represents actual costs incurred by County Dog Control two years earlier; obligation to reimburse the County will, therefore, continue for two successive years beyond termination as noted in Section 17.

- c. The invoice may not be sent any earlier than February 15th.
- d. The Town shall have net 45 days thereafter to make payment.
- 14. The County shall provide the services herein agreed upon within the confines of the funds available therefore and no funds shall be raised by taxation by the County to finance said dog control program.
- 15. This agreement may be terminated by either party at the end of calendar year 2026 by giving notice in writing at least ninety days prior to the end of said calendar year, said ninety day period to commence on the day of mailing of said notice.
- 16. The County shall provide and maintain all necessary insurances on the appropriate facilities, shelters, vehicles, dog control officers, independent contractors and all agents or activates acting on behalf of the agency. These insurances are to include Workers' Compensation.
- 17. The terms of this agreement shall commence on January 1, 2022 and will terminate on December 31, 2026.
- 18. The parties hereto agree that this agreement may be revised, amended and/or modified only in writing, signed by all parties and attached hereto.

In Witness Whereof, The parties hereto have caused their corporate seals to be hereunto affixed and this agreement to be signed by their duly authorized officers, the day and year first above written.

County of Jefferson

Chairman

Town of Osteon's
Kevin Rarick
 Supervisor

9. *Summer Rec program- Supervisor Rarick stated that there will be no summer rec program this year. The director Kathy Bray was unable to do it this year.*

10. *Jim Burrows spoke and updated the town board on Tracey Solar project.*

11. *Supervisor Rarick stated that Thousand Island Bridge Authority has not paid the town for its pilot agreement in 3 years, three letters were sent requesting payment, no response was received.*

12. *Resident Manny Jerome spoke regarding the old Castro property on the island-. Town Clerk has already spoke to health officer Marcel Thibert, he is looking into.*

13. *Town Clerk Report reviewed*

14. *Bills were audited in the amount of \$234,802.50*

A motion was made by Peter Wilson and seconded by Thomas Johnston to adjourn meeting

Kevin Rarick, Aye

Peter Wilson, Aye

Thomas Johnston, Aye

Mary Ford-Waterman, Absent

Gwen Kirkby, Absent

Meeting adjourned at 7:55PM