

**Minutes of the Town of Johnsburg  
Regular Meeting  
March 7, 2017  
Wevertown Community Center  
2370 State Route 28, Wevertown, NY**

Minutes of the Regular Meeting of the Town Board of the Town of Johnsburg held on Tuesday March 7, 2017 at 7:00 PM at the Wevertown Community Center, 2370 State Route 28, Wevertown, NY.

Councilman Arsenault called the meeting to order at 7 p.m. and the pledge to the flag was led by Councilman Arsenault.

PRESENT: Eugene Arsenault -- Councilman  
Arnold Stevens -- Councilman  
Peter Olesheski, Jr -- Councilman  
Jo A Smith -- Town Clerk

Absent: Supervisor Ronald Vanselow  
Councilwoman Katherine Nightingale

**APPROVAL OF MINUTES FOR REGULAR & ORGANIZATIONAL  
MEETING JANUARY 17, 2017**

***RESOLUTION #28-17***

Mr. Stevens presented the following resolution and moved its passage with a second from Mr. Olesheski to accept the minutes of the January 17, 2017 Regular and Organizational Town Board Meeting with a change on page 16 under "Privilege of the Floor" it should read "Mr. Nettle was inquiring about Mill Creek Rec area and that the Town should table the discussion for a month."

With 3 members voting in favor, the resolution is declared carried. Ayes-3 (Arsenault, Stevens, Olesheski) Nays- 0

**CORRESPONDENCE:**

**Thomas Volcheck – Letter of Interest in second term, Planning Board dated Jan 11, 2017** as the end of my first term on Town of Johnsburg Planning Board

nears its end, I would like to take this opportunity to thank you for the chance to serve and to express my interest in a second term. This has been a rewarding position and I look forward to another year in the service of our community.

**Trena Riedinger – Johnsburg Youth Committee Bookkeeper – e-mail dated January 18, 2017** - I am writing to inform you that after 10+ years of serving on the Johnsburg Youth Committee, I am stepping down. It has been a pleasure and I am thankful for the opportunity to serve the kids in our community, as well as the town itself. Currently I am the bookkeeper, but at the next meeting on January 23rd, I will be passing the reigns along to the next willing helper. Over the years, we have been able to develop and improve the program in many ways and I am pleased to say that there are many opportunities offered to the kids, year-round, and at this point things are in place for it to run itself with minimal need from the committee, except to oversee.

**Planning Board Member – 5-year term**

***RESOLUTION #29-17***

Mr. Olesheski presented the following retroactive resolution and moved its passage with a second from Mr. Stevens that the Town Board reappoints Thomas H Volcheck as a Planning Board Member for a term of 5 years.

With 3 members voting in favor, the resolution is declared carried. Ayes-3 (Arsenault, Stevens, Olesheski) Nays - 0

**Johnsburg Youth Committee Bookkeeper**

Councilman Arsenault asked to have a Thank You letter sent to Ms. Riedinger for her years of service on the Johnsburg Youth Committee.

**COMMITTEE REPORTS:**

**Sewer Committee - Appointing addition members**

Councilman Arsenault inquired if we had a list of additional members. Clerk Smith stated that she did not. Councilman Arsenault asked to have this on the March 21<sup>st</sup> agenda. Mr. Robert Nettle asked if he could be added to that list.

**OLD BUSINESS:****North Creek Water District Secretary / Clerk**

Councilman Stevens stated that the Board had done interviews the night before and several applicants were well qualified. After reviewing the Board has decided to hire Ms. Candace Lomax as the North Creek Water District Secretary / Clerk.

***RESOLUTION # 30-17***

Mr. Stevens presented the following resolution and moved its passage with a second from Mr. Olesheski to hire Ms. Candace Lomax as the North Creek Water District Secretary / Clerk.

With 3 members voting in favor, the resolution is declared carried. Ayes-3 (Arsenault, Stevens, Olesheski) Nays - 0

Councilman Arsenault asked to have a thank you letter written to all applicants.

Councilman Arsenault also stated due to the fact of just hiring a clerk secretary for the Water Department the Board will be waiving the late fee for the April Billing cycle.

***RESOLUTION # 31-17***

Mr. Olesheski presented the following resolution and moved its passage with a second from Mr. Arsenault that the Town Board is waiving the late fee for the April Billing Cycle for the Water Department.

With 3 members voting in favor, the resolution is declared carried. Ayes-3 (Arsenault, Stevens, Olesheski) Nays - 0

**NEW BUSINESS****ANIMAL CONTROL OFFICER**

Councilman Arsenault noted that the Animal Control Officer's monthly report for Jan & Feb 2017 from Mr. William Mosher is in the Town Board packets.

## **SUPERVISORS MONTHLY REPORT**

Councilman Arsenault stated that the Supervisor's Monthly Report for December 2016 and Jan 2017 was in the Town Board packets.

### ***RESOLUTION # 32-17***

Mr. Stevens presented the following resolution and moved its passage with a second from Mr. Arsenault to approve and accept the Supervisors Monthly report for December 2016.

With 3 members voting in favor, the resolution is declared carried. Ayes-3 (Arsenault, Stevens, Olesheski) Nays - 0

### ***RESOLUTION # 33-17***

Mr. Stevens presented the following resolution and moved its passage with a second from Mr. Arsenault to approve and accept the Supervisors Monthly report for January 2017.

With 3 members voting in favor, the resolution is declared carried. Ayes-3 (Arsenault, Stevens, Olesheski) Nays - 0

## **ZONING ENFORCEMENT OFFICER**

Councilman Arsenault noted that the Zoning Enforcement Officer, Danae Tucker's monthly reports for Dec 2016 Report #12 and Jan 2017 Report #1 are in the Boards Packets.

### **Kelly Nettle – LA Group Beach Plans & Park Planning Monies (E-mail Dated Feb 5, 2017)**

Ms. Nettle letter dated February 5, 2017 - I would ask you to please pass a resolution that allows me to write the next Smart Growth grant from NYS DEC which will be due March 31, 2017. This is a \$75,000 grant that has no match. If we are awarded what we ask for, it will cost the Town nothing. The Smart Growth grant covers shovel ready projects, not planning. So, in this application, I would request monies for the following: Construction costs of an extension to the Long Trail in the park which will complete a 10K loop. The trail will be a single-track

biking, Nordic skiing, hiking, and snow-shoeing trail. One day of dredging the swim pond with the same company that has been working on Minerva Lake. This should clear up the bottom of the pond and the weed patches that did not get cleared in 2015. Better doggy-waste cans for the used baggies. We tried the cheap route by using 5-gallon joint compound buckets; not only do the buckets not look very good, they don't seem to work too well. Start the beach modification based on the plan developed by LA Group. This would entail doing as much as we can with the grading and retaining walls. The extent of work will depend on the cost of the grading and the retaining wall blocks. I know only two of the costs at this point. The trail work will be approximately \$25,000 and the dredging will be \$1000. The doggie waste cans could be ridiculously expensive if purchased on the regular market, but I need to explore state resources and also confer with Wayne Anderson in Warrensburg about making them. I would hope we could do the eight for under \$600. That leaves the rest for beach modification which I still need to research, but I am figuring on having about \$33,000 within the grant to request whatever beach work we can do for that amount. In a separate attachment, I will send you the LA group beach design work. It stays within the Vision 2020 park plan, but adjusts the beach in a way that will perhaps make it more appealing.

### ***RESOLUTION # 34-17***

Mr. Stevens presented the following resolution and moved its passage with a second from Mr. Olesheski to approve and accept Ms. Kelly Nettle to write a Smart Growth grant from NYS DEC which is due March 31, 2017.

With 3 members voting in favor, the resolution is declared carried. Ayes-3 (Arsenault, Stevens, Olesheski) Nays - 0

Ms. Nettle went on to state that in June or July, 2017, we will have another grant opportunity to apply to NYS Department of State through the Wilderness Heritage Corridor for monies to increase the community 's appeal and liveability. These CFA grant requests are submitted through the county planner, Wayne LaMothe, and are 50% matches by the town. They can be either for planning followed a year later by construction or for construction, if a plan is in place.

Our trails in the park are wonderful and drawing people to the area as predicted. The Nordic venue built by ORDA with the advice of town residents has been successful in its first year and promises to be even busier in the years to come with more and more race events scheduled. There is the potential of having summer

events as well. With these uses, there are needs that have pushed to the surface that need to be dealt with: road system, parking, lighting. There are old problems that have not been dealt with as in road drainage and an enhanced entrance to the park. There are new uses being requested by the community such as a good winter, skating rink, a skating and roller skiing trail, pickleball courts. There is the future site of the NY Museum of Skiing and Ski Hall of Fame to plan for as the sand quarry is reclaimed. I would ask the town to consider funding the professional services of either LA Group or Saratoga Associates to work with The Friends of the Town of Johnsbury Parks in developing a more specific plan that works with the Vision 2020 but addresses the needs mentioned above. The Friends' board consists of about ten people, chaired by me, who support and work in the park: Jill Broderick, Bob Nettle, Rob Wing, Mike Pratt, Bob Manning, Steve Tomb, Donna and Ed Welch, Steve Ovitt, and Judy Brown. The board would solicit input of others in the community, the meetings would be open, and perhaps a special public meeting to talk about park needs at the outset should occur. The timing is everything: Scenario 1: Plan Spring 2017; apply for construction with CFA July 2017; construct 2018—at least the most urgent items Scenario 2: Plan not completed by July 2017 but later; apply CFA July 2018 for construction; Construction starts 2019 Scenario 3: Apply July 2017 CFA for planning monies; summer 2018 start planning; apply 2019 for construction; start construction 2020. Investment in planning by the town board now, makes progress in the park faster. It is obvious that the first scenario would move things forward much more quickly than the other two approaches, but it means money up front. I did find out from Sherry Williams that the NYSOPRHP grant reimbursement came to us. The amount was \$16,000 according to the bookkeeper; I have asked the regional director to inform us of why the full \$22,000 was not reimbursed, but so far have not gotten an answer. But perhaps we could use the \$16,000 toward the planning, if that much were required. Hopefully, it would not require a bigger investment. I will try to get a timeline and a solid quote from LA Group as soon as possible. Thank you for considering this. We should get to work to make this happen as quickly as possible, to my way of thinking. The park is a vital part of the community and is becoming a huge draw for those who visit and have a significant economic impact on the town. We need to figure out how to make the park work for all.

Ms. Nettle asked the board for their permission to meet with the LA Group and then report back to the board. They stated that would be fine. Mr. Marko Schmale inquired about being on this committee. Ms. Nettle stated yes any and every one could be on the Friends of the Park Committee.

**Dan Hitchcock – Superintendent of Highways – Posting of Roads Legal Notice*****RESOLUTION # 35-17***

Mr. Olesheski presented the following retroactive resolution and moved its passage with a second from Mr. Arsenault to approve and accept to direct and authorize the Highway Superintendent to post Town Highways per Subdivision II of Section 1660 of Vehicle and Traffic Law that all Town Roads will be temporarily closed upon posting to all vehicles having a gross weight of over four (4) tons. Further notice is hereby given that any person or persons violating this order shall be subject to punishment as provided in Section 1800 of the Vehicle and Traffic Law; and further that the Town Clerk is authorized to notice said posting in the North Creek News-Enterprise for two (2) weeks.

With 3 members voting in favor, the resolution is declared carried. Ayes-3 (Arsenault, Stevens, Olesheski) Nays - 0

**Internet Upgrade – Town Hall**

After viewing the information that Mr. Holt had passed on to the Board regarding Internet Upgrade at the Town Hall Mr. Olesheski tabled the discussion until the next meeting. Mr. Olesheski would like more information regarding the upgrade and will be checking into this.

**Inter municipal Agreement (Storm water Management - Vacuum Excavator)**

Warren County Soil and Water Conservation District applied and received approval to purchase a vacuum excavator and to increase the maintenance capability of storm water structures throughout Warren County. This is a three-year grant program, with the potential to extend it 1-2 additional years. Warren County has advanced the funds to purchase the equipment. The vacuum excavator is being stored at Warren County DPW and available for use by all participating municipalities, should the need arise. The grant provides reimbursement for the equipment and has a matching requirement which includes personnel and equipment time. When using the equipment, each municipality must provide usage data to submit for grant matching and reimbursement. The vacuum excavator is a welcome addition to our fleet and will quickly become a necessity on any storm water management projects or emergencies. If you think your municipality may need to use the vacuum excavator and the enclosed agreement meets with your

approval, please execute both copies before a notary public and return one (1) original to this office along with your Board's resolution, if necessary.

INTERMUNICIPAL AGREEMENT BY AND AMONG THE COUNTY OF WARREN AND THE TOWN OF JOHNSBURG THIS AGREEMENT made by and between the County of Warren, a municipal corporation and political subdivision established under the laws of the State of New York having its principal offices and place of business located at the Warren County Municipal Center, with a mailing address of 1340 State Route 9, Lake George, New York 12845, ("County"), and

THE TOWN OF JOHNSBURG, a municipal corporation and political subdivision established under the Laws of the State of New York, having its principal offices and place of business located at 219 Main Street, N011h Creek, New York 12853 (the "Municipality"), and

WHEREAS, the WARREN COUNTY SOIL & WATER CONSERVATION DISTRICT, with a mailing address of 394 Schroon River Road, Warrensburg, New York 12885, ("the District") applied for and obtained grant funding through the New York State Department of Environmental Conservation Water Quality Improvement Program to purchase a vacuum excavator and increase the maintenance capability of storm water structures for the Warren County Department of Public Works, and

WHEREAS, the New York State Department of Environmental Conservation has notified the District of a grant award under C305197 of One Hundred Eighty-One Thousand Thirty-Three Dollars and Ninety-Five Cents (\$181,033.95) to purchase this vacuum excavator. Attached hereto as Exhibit A is a copy of the grant award, and

WHEREAS, the County and the District entered into an Intermunicipal Agreement dated January 26, 2016, whereby the County agreed to procure and purchase the vacuum excavator and whereby the district would reimburse the County for said purchase, attached hereto as Exhibit B is a copy of this Intermunicipal Agreement, and

WHEREAS, the vacuum excavator will be procured and purchased by the County, it is the intention of the parties to make the vacuum excavator available for use by numerous Municipalities within Warren County, and



WHEREAS, the County has procured and purchased the vacuum excavator, and the vacuum excavator has been delivered, and

WHEREAS, each of the parties hereto recognize the benefits to be derived by the vacuum excavator for increasing the maintenance capability of storm water structures, in addition to the benefits to be derived in the separate Intermunicipal Agreement with each Municipality, and

WHEREAS, the parties hereto desire to enter into this Intermunicipal Agreement for the purpose of memorializing their understanding with respect to the scheduling and use of the vacuum excavator,

NOW, THEREFORE in consideration of the mutual covenants and obligations set herein, the parties hereto agree as follows

Ownership of Vacuum Excavator. The County is the owner of the vacuum excavator and shall retain ownership of the vacuum excavator. Notwithstanding the express ownership of the vacuum excavator by the County, the District and each municipality shall have the rights to possess and use the vacuum excavator as provided for herein.

Grant Contract. The County and the Municipality shall abide by the terms and conditions between the District and the New York State Department of Environmental Conservation under C305197, (Exhibit A) that may be applicable, and shall ensure that any agents, contractors or subcontractors of the County or the Municipality providing Program equipment or support services to the County or the Municipality abide by such applicable terms and conditions of the contract between the District and New York State Department of Environmental Conservation under C305 1 97. The parties hereto agree to amend this Intermunicipal Agreement if necessary to comply with any term or condition of the contract between the District and the New York State Department of Environmental Conservation under C305197.

Term. This Agreement shall commence upon execution by all parties and shall automatically renew from year to year without the need for further agreement. Notwithstanding the foregoing, either party may terminate this Agreement upon sixty (60) days written notice to all parties.

Scheduling and Use of Vacuum Excavator.

Use. The District and/or each Municipality using the vacuum excavator shall be solely responsible for transportation of the vacuum excavator to and from the project location and its storage location. The general storage location for Warren County for the vacuum excavator shall be the Department of Public Works building located at 4055 Main Street, Warrensburg, New York. Use of the vacuum excavator shall be in accordance with manufacturer's instructions, any special instructions of the Warren County Department of Public Works or the District. The vacuum excavator shall be used only for its intended purpose. Unauthorized use of the vacuum excavator or use not in accordance with its intended purpose, the manufacturer's instructions, or such special instructions shall result in the revocation of privileges to use the vacuum excavator.

Prior to use of the vacuum excavator, the municipality shall designate an operator to undergo safety and use training provided by the County, if such operator has not attended a manufacturer/supplier training session previously.

At such times when the District or Municipality is in possession of the vacuum excavator they shall properly store, secure and safeguard the vacuum excavator from damage or risk. Requests to use the vacuum excavator shall be made in writing and delivered to the Warren County Department of Public Works Fleet & Equipment Manager or his/her designee: Dan Smith, Fleet & Equipment Manager. A request must include the specific project and location and the duration of the project. Requests to use the vacuum excavator shall be processed in the order received. In the event of a scheduling conflict, the Warren County Department of Public Works Superintendent or his/her designee shall decide which request shall be honored first.

It is understood that the grant award contract C305 1 97 includes a matching requirement, and as such, the Municipality shall comply with all recordkeeping and reporting requirements as determined by the Warren County Department of Public Works.

At such times when the vacuum excavator is not in use, it shall be stored by Warren County through the Warren County Department of Public Works.

Damage. Following each use of the vacuum excavator, it shall be subject to a mechanical inspection by the Warren County Department of Public Works or any service provider approved by the Superintendent of the Warren County Department

of Public Works. Any party that causes damage to the vacuum excavator while the vacuum excavator is in their possession or use, shall be responsible for the costs of repairing all damage. Any incidents involving the vacuum excavator which causes damage or harm to any person or to any property shall be immediately reported, in writing, to the Superintendent of the Warren County Department of Public Works or his/her designee.

Indemnification. To the fullest extent permitted by law, the Municipality shall indemnify, hold harmless and defend Warren County, its boards, officers, employees and volunteers against any and all losses, claims, actions, demands, damages, liabilities, or expenses, including but not limited to attorney's fees and all other costs of defense, by reason of the liability imposed by law or otherwise upon Warren County, its boards, officers, employees and volunteers for damages because of bodily injuries, including death, at any time resulting therefrom, sustained by any person or persons, including the Municipality's employees, or on account of damages to property including loss of use thereof, arising directly or indirectly from the use or possession of the vacuum excavator by the Municipality or from any of the acts or omissions on the part of the Municipality, its employees, agents, representatives, materialmen, suppliers, and/or subcontractors. If such indemnity is made void or otherwise impaired by any law controlling the construction thereof, such indemnity shall be deemed to conform to the indemnity permitted by law, so as to require indemnification, in whole or in part, to the fullest extent permitted by law. Warren County and the Municipality shall notify each other in writing within thirty (30) days of any such claims or demands and shall cooperate in the defense of any such actions.

Insurance Requirements. The Municipality shall, at its own expense, provide and keep in force at all times during the period in which this Agreement is in effect a policy or policies issued by any insurance company authorized to do business in the State of New York insuring the County, its Board and officers on a primary, non-contributory basis and cover direct and vicarious liability, for Commercial General Liability insurance in the minimum amount of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate; Automobile Liability, including all owned, non-owned and hired vehicles with a One Million Dollar (\$1,000,000) combined single limit covering the equipment, Workers' Compensation and Disability insurance coverage, if any. Proof of the insurance required herein, in the nature of Certificates of insurance and/or copies of policies of insurance, shall be furnished upon request by

the County. The Municipality acknowledges that failure to obtain such insurance on behalf of Warren County, its boards, officers and employees constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the County. The Municipality is to provide Warren County with a Certificate of Insurance, evidencing that the above requirements have been met, upon request and not later than prior to the commencement of work or use of the vacuum excavator. The failure of Warren County to object to the contents of the Certificate or the absence of the same shall not be deemed a waiver of any and all rights held by Warren County. In addition to the foregoing, Warren County may, at any time, request a copy of the policies of insurance providing the coverage required herein, and the Municipality shall, within ten (10) days furnish copies of said policies.

Discrimination. In connection with this Intermunicipal Agreement, each party shall not discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin.

Miscellaneous. This is the entire agreement of the parties and cannot be changed or modified except by mutual written agreement. If any part of this Intermunicipal Agreement shall be held unenforceable, the rest of this Intermunicipal Agreement will nevertheless remain in full force and effect. This Intermunicipal Agreement may be executed in any number of counterparts. Any dispute under this Agreement or related to this Agreement shall be decided in accordance with the laws of the State of New York

### ***RESOLUTION # 36-17***

Mr. Stevens presented the following resolution and moved its passage with a second from Mr. Olesheski to approve and accept the Intermunicipal agreement with Warren County for the Storm Water Management Vacuum Excavator to be executed after the Town's Attorney reviews.

With 3 members voting in favor, the resolution is declared carried. Ayes-3 (Arsenault, Stevens, Olesheski) Nays - 0

### **Culvert Steamer – Purchase for the Highway Department**

Superintendent of Highway e-mail dated March 7, 2014 - Spoke to Gene earlier about needing a culvert steamer. Ours has rusted out. Parts no longer available,

and no one will repair, or fabricate a new tank due to liability issues with high powered steam. I have researched different units for several days, and this is the unit I would like to purchase. Commercial culvert steamers run from \$48,000.00 down to \$1000.00. However, the cheaper models are designed more for thawing out frozen water lines, not culvert's! This unit is \$7500.00 and I am also waiting on the price for a hose reel. Free Delivery out of Vermont Checked with some other towns, and this is what seems to be used, and everyone claims it works well.

### ***RESOLUTION # 37-17***

Mr. Stevens presented the following resolution and moved its passage with a second from Mr. Olesheski to approve and accept the purchase of a Power Eagle Model DC-3505 Pressure Washer w/a culvert thaw kit up to \$8,000.00.

With 3 members voting in favor, the resolution is declared carried. Ayes-3 (Arsenault, Stevens, Olesheski) Nays - 0

### **Motion to pay warrants**

### **Warrant for 12/29/2016 to 2/7/2017 which was Paid Feb 7, 2017**

### ***RESOLUTION # 38-17***

Mr. Olesheski presented the following resolution and moved its passage with a second from Mr. Stevens that the following certified bills which have been reviewed by the board members and where paid on February 7, 2017:

***General Fund*** (Total \$33,208.21) - Claims #17-109 to 17-113; 17-117; 17-124 to 17-128; 17-130 to 17-132; 17-135; 17-137; 17-140 to 17-152; 17-156 to 17-159; 17-164 to 17-165; 116-1500 to 16-1505

***Highway Fund*** (Total \$28,519.67) - Claims #17-114 to 17-116; 17-118 to 17-123; 17-128; 17-131; 17-154 to 17-155; 17-158 to 17-159; 16-1505

***Water District*** (Total \$8,259.46) Claims #17-131; 17-133 to 17-134; 17-153

***Library*** (Total \$3,270.17) - Claim #17-136; 17-158 to 17-163; 17-166; 16-1501 to 16-1504

***Johnsburg Emergency Squad*** (\$138,465.00) Claim #17-129

***Trust and Agency*** (Total \$3,953.53) - Claim #17-128; 17-131; 17-158

**Total all warrants \$215,676.04.**

With 3 members voting in favor, the resolution is declared carried. Ayes-3  
(Arsenault, Stevens, Olesheski) Nays - 0

**Warrant for Feb 16, 2017 to Feb 21, 2017 which was paid Feb 22, 2017**

### ***RESOLUTION # 39-17***

Mr. Arsenault presented the following resolution and moved its passage with a second from Mr. Stevens that the following certified bills which have been reviewed by the board members for February 21, 2017 and where paid on February 22, 2017:

***General Fund*** (Total \$12,218.94) - Claims #17-169 to 17174; 17-193 to 17-196; 17-198 to 17-201; 17-203

***Highway Fund*** (Total \$5,605.48) - Claims #17-179 to 17-187; 17-189 to 17-192

***Water District*** (Total \$7,883.40) Claims #17-169; 17-175 to 17-177; 17-197; 17-202

***Library*** (Total \$60.00) - Claim #17-178

**Total all warrants \$25,767.82.**

With 3 members voting in favor, the resolution is declared carried. Ayes-3  
(Arsenault, Stevens, Olesheski) Nays - 0

**Warrant for March 7, 2017**

### ***RESOLUTION # 40-17***

Mr. Stevens presented the following resolution and moved its passage with a

second from Mr. Olesheski that the following certified bills which have been reviewed by the board members for March 7, 2017:

**General Fund** (Total \$23,211.93) - Claims #17-208 to 17-209; 17-212 to 17-214; 17-217 to 17-219; 17-223 to 17-224; 17-229 to 17-240

**Highway Fund** (Total \$22,982.98) - Claims #17-207; 17-209; 17-211; 17-213; 17-214; 17-216; 17-224 to 17-226; 17-236

**Fire Protection District** (Total \$93,417.52) – Claims #17-210; 17-215

**Water District** (Total \$3,596.54) Claims #17-213; 17-220 to 17-222

**Library** (Total \$1,941.80) - Claims #17-209; 17-236; 17-241 to 17-244

**Trust & Agency Fund** (Total \$3,922.29) – Claims #17-209; 17-213 to 17-214

**Total all warrants \$149,073.06.**

With 3 members voting in favor, the resolution is declared carried. Ayes-3 (Arsenault, Stevens, Olesheski) Nays - 0

### **PRIVILEGE OF THE FLOOR**

Ms. Nettle was inquiring about the Park and where we stand regarding the transfer station and the sand mine – would like to contact Mr. Grimaldi. Mr. Arsenault told Ms. Nettle that our attorney Mr. Fuller who is here tonight is working on it.

Ms. Cherie Briggs stated that there are still issues at the Highway Department regarding safety. The welding area still has water on the floor and the exterior lighting has been damaged and not in working order.

Mr. Nettle thanked the Board for tabling Mill Creek Rec area until he returned from his vacation. His concern is that we can't take care of the land we already have. Mr. Arsenault stated that is one of the things that the Board is thinking about and the terms of the gift. Mr. Olesheski stated that we also must consider the options if we don't take the land.

Ms. Ann Deppe stated that she had done a report on all the Town's property's

which should still reside in the Assessor's office.

On motion of Mr. Olesheski and seconded by Mr. Stevens, the Board entered executive sessions to discuss an employee issue.

On motion of Mr. Olesheski and seconded by Mr. Arsenault the Board closed the executive session at 10:36 pm.

On Motion of Mr. Stevens and seconded by Mr. Arsenault the meeting was adjourned at 10:37 p.m.

The next regular Town Board meeting will be held at 7:00 p.m. on March 21, 2017 at Tannery Pond Community Center, 228 Main Street, North Creek.

Prepared by Jo A Smith, Town Clerk

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