

Joseph P. Wilson Jr, Supervisor
Robert M. Biesemeyer, Deputy Supervisor
Regular Town Board Meeting
February 8, 2022
7:00 pm
Zoom

Call to order

Approve Minutes: January 25, 2022 Bi-Monthly Board minutes

Privilege of the Floor:

Town Discussion of Old Business:

- Covid Updates
- Youth Commission Bike Park project; Resolution to approve agreement between Town of Keene, Essex County, and Barkeater Trails Alliance for the construction and operation of the park.
- American Recovery Act funds management: subgrant from Essex County & hiring a consultant
- Library repair project planning
- WD#2 updates
- Water billing & water tax collecting appointments
- Resolution to contract with Hyde Fuel for propane for Water District #1

New Business:

- Voucher System changes
- Resolution appointing Emily Whitney as the Town of Keene Animal Control Officer.
- Resolution to sign contract with North Country SPCA for dog housing.
- Resolution Waiving filing requirements; See attached for full text

Executive Session:

Resolutions to amend the 2022 budget:

Resolution to amend the 2022 General Fund Revenue for an AIM payment from NYS in the amount of \$5,306.00.

Supervisor's Report:

Audit Bills: From # 2022-1 to # 2022-75

Adjournment

Town Board Updates

Feb. 8, 2022

Zoom at 7 pm

- 1. Memorandum of Understanding between Town, County, & BETA**
 - a. Essex county has approved use of 9N property by the town
 - b. BETA and town need to review and sign our MOU for the project

- 2. ARPA Funds management**
 - a. Attached is a contract with Essex County for the town to receive \$25,000 in ARPA funds. This subgrant was intended to be used for premium pay for employees during the Covid State of Emergency. However, we have discretion and can spend it on other projects that comply with the ARPA rules.
 - b. We need guidance on spending and technical support with the rigorous reporting required of these funds. Essex County has negotiated a rate for consulting that is available to the town and we should strongly consider engaging them to help us. The cost of the consultant is an eligible expense in the ARPA rules.

- 3. Library Repair project**
 - a. We need to develop project specs and get them out to bid if we hope to get a contractor for this year.
 - b. The grant is making its way through the state agencies involved, but we have not received money yet.

- 4. Voucher System Updates**
 - a. We are using updated features in Enhanced to process vouchers more efficiently. This will generate two summary abstract reports in addition to the comprehensive report which will allow you to see the amount coming out of each fund. Each of these reports need to be signed.
 - b. Board members can still review all the vouchers, but signing the abstract reports is comprehensive for the range of vouchers included in the audit. This saves having to sign every single voucher.
 - c. The Town Clerk has to certify and sign the abstract reports so this system puts our signatures with the town clerk's signature on each of the abstract reports.

- 5. The resolution to waive filing requirements** is an extension of the waiver we approved last year during the Covid state of emergency for those receiving certain property tax exemptions to have their exemption continued without having to refile. The assessor recommends we approve this.

BARKEATER TRAILS ALLIANCE (BETA)

ROUTE 9N RECREATIONAL TRAIL SYSTEM – DESIGN AND CONSTRUCTION

Project Summary

January 29, 2022

Introduction

The goal of this project is to establish a location in the town of Keene that accommodates numerous forms of non-motorized, trail-based recreation with some trails optimized for mountain biking. The 2021 Keene Strategic Plan highlighted the need to provide safe, positive and ecologically sound recreation experiences for residents and visitors alike, citing alternative trails as potential improvements to the town's recreation structure. The Essex County property on 9N between Keene and Upper Jay offers a rare opportunity to implement this vision through the development of a new multi-use trail system and mountain bike skills area for people of all ages and abilities.

The intent of the Barkeater Trails Alliance (BETA) is to work with the Town of Keene and Youth Commission bike park committee to further plan, fund and develop the trail system over the next few years guided by the conceptual plans developed by Peduzzi Trails Contracting, LLC in 2021 and the town's strategic plan goals referenced above.

BETA seeks to obtain the services of Peduzzi Trails - an experienced mountain bike and multi-use trail development contractor - to provide professional services to design and construct the multi-use and mountain bike-specific trails on the property consistent with International Mountain Biking Association (IMBA) standards and Adirondack Park environmental regulations.

Specifically, in 2022, BETA seeks to implement Phase 1 of the project, which includes the construction of 2.5 miles of multi-use trail allowing access to the property for hikers, runners and mountain bikers, as well as additional site plan and trail design work for future phases of the trail system and pump track development. Creating a more detailed plan for future phases will help us secure grant funding.

Our goal is to begin construction of approximately two new multi-use trails on the property (about 2.5 miles) in April, 2022. These trails will form the "backbone" for the rest of the trail system, and will provide a safe, high-quality, sustainable recreation experience for residents and visitors alike. The trails will also diversify the community's recreational infrastructure by providing an alternative to the rugged hiking trails in the High Peaks and Giant wilderness areas for which the Town of Keene is famous.

We have modified the phased approach slightly so that over the next year, work can proceed at the beginning of this year's trail building season (April) while we simultaneously complete additional site planning work and continue to solicit cash and in-kind donations via a grassroots fundraising campaign at the local level. We have begun to receive earmarked donations for the project already. We have also identified and will pursue multi-year state and/or federal grant funding in partnership with the Town and the Essex County Office of Community Resources in FY2022 to support future phases of the project.

Phase 1 - Project Cost & Funding

Peduzzi Trails - project design and construction services (contract w/ BETA) - \$75,000

BETA Staff - project support and administration - \$10,000*

**includes estimate of hours contributed by BETA staff since Feb 2021*

Materials (kiosk, signage) - \$1,000

BETA is committing additional funding in our 2022 budget (outside of the \$50,000 we have already allocated) to support the installation of signage and a trailhead kiosk at the trailhead. BETA's Executive Director, Trails Coordinator, and seasonal paid Trail Crew will provide additional project support and we have estimated the value of that labor above.

BETA will work with Peduzzi Trails to organize public volunteer opportunities this spring and summer to assist with project implementation. BETA will be forming a "Keene Local Trails Committee" to help plan and organize future volunteer-driven trail maintenance and stewardship over the long term.

Project Management/Responsibilities

BETA will enter into a "Trail Construction and Stewardship Agreement" with the Town of Keene which establishes roles and responsibilities for all parties engaged in planning, constructing and maintaining the trail system (see draft agreement attached). BETA has similar agreements with the Towns of Harriestown, North Elba, Elizabethtown and the village of Saranac Lake. BETA's trail work activities, organized outings and volunteer days are all covered by our liability insurance policy, and the Town of Keene will be named as additionally insured.

Timeline

Feb 8 - Town of Keene board meeting - approval sought by BETA to proceed with Phase 1 as described

Feb 15 - Town of Keene submits JIF to APA to schedule field visit to delineate any wetlands on property

Feb 21 - BETA Board of Directors meeting - review and approval of Phase 1 proposal and detailed budget from Peduzzi Trails (this will form the basis of a contract between BETA and Peduzzi Trails)

March/April - Peduzzi Trails develops a GIS-based Final Design Plan for all trail segments included in Phase 1, with details that reflect all facilities and features that will be built.

April - Peduzzi Trails begins construction work upon completion and approval of the final design plan

Please address any questions to:

Josh Wilson, Executive Director
Barkeater Trails Alliance (BETA)



AGREEMENT

THIS AGREEMENT made this day of February, 2022, by and between:

Essex County, a municipal corporation duly organized under the laws of the State of New York with offices and principal place of business located at 7551 Court Street, Elizabethtown, New York 12932, (hereinafter referred to as Party of the First Part or "County")

AND:

Town of _____, a municipal corporation with offices and principal place of business located at _____, (hereinafter referred to as Party of the Second Part or "Town").

W I T N E S S E T H:

WHEREAS, Essex County has received a grant from the federal government as part of the American Rescue Plan to support its response to and recovery from Covid-19 public health emergencies, to fight the pandemic and support families and businesses, maintain vital public services, and secure a strong and resilient recovery for the long term; and

WHEREAS, pursuant to Resolution No. 321 dated December 27, 2021, Essex County resolved to distribute \$600,000.00 of these American Recovery Funds to its townships; and

WHEREAS, as a result each of the 18 towns in Essex County will be a federal award subrecipient of the County and must adhere to all federal guidelines relative to use and distribution of the Coronavirus State and Local Fiscal Recovery funds under the American Rescue Plan; and

WHEREAS, pursuant to the federal guidelines, Essex County must conduct subrecipient monitoring of the funds distributed; and

WHEREAS, the parties are desirous of entering into a subrecipient agreement

whereby each town will comply with the pertinent provisions of the Coronavirus State and Federal Fiscal Recovery fund distribution as part of the American Rescue Plan and will provide all necessary documentation and proof to the County evidencing compliance.

NOW, THEREFORE, in consideration of mutual covenants and considerations contained herein and of other good and valuable consideration, the parties do agree as follows:

1. The town shall receive from the Coronavirus State and Local Fiscal Recovery funds grant its portion of the \$600,000.00 allocated by Essex County pursuant to the terms and conditions of Resolution No. 321 dated December 27, 2021, upon the terms and conditions as herein below set forth. See attached Appendix A for each town allocation.
2. The term of this agreement shall be from February 1, 2022 through December 31, 2022, with automatic yearly renewal, if not terminated by letter with thirty (30) days of end of term.

In order to receive the towns allocated funding, the town must:

- Provide the County with ARPA/federal government login i.d..
- Provide the County with confirmation with registration on Sam.gov
- Return the completed internal control questionnaires of the payroll and cash disbursement processes.
- Provide the anticipated use of funds for purposes as established under the Coronavirus State and Local Fiscal Recovery fund grant and the most recent Final Rule.
- Comply with any and all other requirements of the Coronavirus State

and Local Fiscal Recovery fund grant and as dictated by Essex County.

- Coordinate with Essex County relative to projects or programs eligible for these monies.
 - Comply with all County, state and federal rules, regulations, record keeping and audit requirements, Sam.gov requirements, federal civil rights reporting requirements, administrative and data retention and performance report requirements.
 - When any amounts are expended, town will send the County a copy of the canceled invoice, cleared check, payroll report and/or other documentation supporting the spending of the funds.
 - Any and all capital and/or equipment purchasing must comply with all applicable federal guidelines.
 - The town must spend or commit the allocated funds prior to December 31, 2022, and all amounts passed through the County to the towns must be reported to the federal government through ARPA reporting system.
3. Town has received a copy of the Coronavirus State and Local Fiscal Recovery funds and overview of the final rule dated January 2022, and will comply with all terms and conditions of that guidance.
4. **Indemnification.** To the fullest extent permitted by law, Town shall defend, indemnify and hold harmless Essex County, its agents and employees from and against any and all claims, actions, damages, losses, expense and costs

of every nature and kind, including reasonable attorneys' fees, incurred by or asserted or imposed against Essex County, as a result of or in connection with the Project. All money expended by Essex County as a result of such claims, actions, damages, losses, expenses and costs, together with interest at a rate not to exceed the maximum interest rate permitted by law, shall be immediately and without notice due and payable by Town to Essex County. Town shall require this same indemnification clause from any and all contractors and others who work on the Project.

5. **Severability.** Should any part, term, or provision of this Agreement be decided by a court of competent jurisdiction to be invalid, unenforceable, illegal, or in conflict with any law, the validity, legality, and enforceability of the remaining portions shall not be affected or impaired.
6. **Non-waiver.** Essex County's failure to insist upon the strict performance of any provision of this Agreement, or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach, will not constitute a waiver of any of its rights under this Agreement.
7. **Assignment.** No right, benefit or advantage inuring to Town, and no obligation imposed on Town, under this Agreement may be assigned without the prior written approval of Essex County.
8. **Successors.** This Agreement shall be binding upon the successors in office of the respective parties.
9. **Entire Agreement.** This Agreement, including the attached schedules, constitutes the entire agreement between the parties and supersedes all

prior oral and written agreements with respect to this Grant. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State.

10. **Records.** Town shall keep and maintain complete and accurate books, records and other documents and as shall be required under applicable federal rules and regulations, and as may be requested by Essex County to reflect and fully disclose all transactions relating to the receipt and expenditure of Grant Funds and administration of the Project. All such books, records and other documents shall be available for inspection, copying and audit at all reasonable times by and duly authorized representative of the state or federal government.
11. Town, at such times and in such form as Essex County may require, shall furnish Essex County with such periodic reports as it may request pertaining to the Project, the costs and obligations incurred in connection therewith, and any other matters deemed pertinent by Essex County.

IN WITNESS THEREOF, the parties have set their hands and seals this ____ day of February, 2022.

ESSEX COUNTY,

By: _____
Daniel L. Palmer, County Manager

TOWN OF _____

By: _____



Essex County American Recovery Funds Distribution to Towns

APPENDIX A

Method of Distribution: \$600,000 Total - \$300,000 based on weighted vote, \$300,000 divided equally.

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TOWN	PERCENTAGE OF WEIGHTED VOTE	WEIGHTED VOTE AMOUNT	EQUAL SHARE AMOUNT	AMT. SHARES TO TOWNS
TOWN OF CHESTERFIELD	6.8238%	\$20,471.40	\$16,666.66	\$37,138.06
TOWN OF CROWN POINT	5.9796%	\$17,938.80	\$16,666.66	\$34,605.46
TOWN OF ELIZABETHTOWN	3.7285%	\$11,185.50	\$16,666.66	\$27,852.16
TOWN OF ESSEX	2.0401%	\$6,120.30	\$16,666.66	\$22,786.96
TOWN OF JAY	6.5424%	\$19,627.20	\$16,666.66	\$36,293.86
TOWN OF KEENE	3.0250%	\$9,075.00	\$16,666.66	\$25,741.66
TOWN OF LEWIS	3.4119%	\$10,235.70	\$16,666.66	\$26,902.36
TOWN OF MINERVA	2.2511%	\$6,753.30	\$16,666.66	\$23,419.96
TOWN OF MORIAH	12.3461%	\$37,038.30	\$16,666.66	\$53,704.96
TOWN OF NEWCOMB	1.3718%	\$4,115.40	\$16,666.66	\$20,782.06
TOWN OF NORTH ELBA	16.9187%	\$50,756.10	\$16,666.66	\$67,422.76
TOWN OF NORTH HUDSON	0.7738%	\$2,321.40	\$16,666.66	\$18,988.06
TOWN OF ST. ARMAND	4.9947%	\$14,984.10	\$16,666.66	\$31,650.76
TOWN OF SCHROON	3.7285%	\$11,185.50	\$16,666.66	\$27,852.16
TOWN OF TICONDEROGA	13.6124%	\$40,837.20	\$16,666.66	\$57,503.86
TOWN OF WESTPORT	3.8692%	\$11,607.60	\$16,666.66	\$28,274.26
TOWN OF WILLSBORO	5.3816%	\$16,144.80	\$16,666.66	\$32,811.46
TOWN OF WILMINGTON	3.2008%	\$9,602.40	\$16,666.66	\$26,269.06
TOTALS	100.00%			\$599,999.88

2022 AGREEMENT FOR DOG POUND/SHELTER SERVICES

This Agreement is by and between the North Country Society for the Prevention of Cruelty to Animals, Inc. ("the NCSPCA"), a New York not-for-profit corporation having its offices and principal place of business in the Town of Elizabethtown, Essex County, State of New York, and the Town of Keene ("the Town"), a New York municipal corporation with offices in the Town of Keene, Essex County, State of New York. Collectively, the NCSPCA and the Town may be referred to herein as "the Parties."

WHEREAS, the Town seeks to comply with the applicable provisions of the New York State Agriculture & Markets Law, and the rules and regulations promulgated pursuant to it, for the control of dogs; and

WHEREAS, the NCSPCA seeks to contract with the Town to provide dog pound/shelter services for seized dogs.

NOW, THEREFORE, in consideration of their covenants and promises herein, the adequacy of which is hereby acknowledged, the Parties agree as follows:

1. The Town's Dog Warden - Animal Control Officer may bring to the NCSPCA located in Elizabethtown, NY, such seized dog (s) that he/she deems proper for sheltering there and does not require immediate veterinarian care.

2. New York State Police or Essex County Sheriff's Department may bring to the NCSPCA located in Elizabethtown, NY, any legitimately seized dog (s) that does not require immediate veterinarian care.

3. The Parties understand and agree that the NCSPCA will accept animals only during reasonable business hours; or, outside of reasonable business hours, upon advance notice to the Shelter Manager or his/her designee. After regular business hours contact: Pam Rock, Shelter Manager (518) 304-3606 or Wendy Beeman-Tibbitts, Executive Director (518) 569-6925

4. The NCSPCA will provide and maintain a shelter-pound for seized dogs; will properly care for all animals accepted at its Elizabethtown Shelter, with board and keep for any mandated period; and thereafter will humanely euthanize or make available for adoption seized dogs not redeemed as provided in Article 7 of the New York State Agriculture & Markets Law. The Elizabethtown Shelter shall at all times be under the care and charge of a competent employee and shall be open to the public at reasonable times.

5. In consideration of the services being provided to the Town for the period of January 1, 2022 through December 31, 2022, the NCSPCA shall receive from the Town the sum of \$1,690.65, to be paid on or before January 15, 2022. In addition, the NCSPCA shall collect all impoundment fees set forth in Section 118 of Article 7 of the Agriculture and Markets Law and shall have a right to retain such monies as its own in consideration of this Agreement. In the event that the Town may set by local law or ordinance any fees in excess of such amounts, those additional fees shall be collected by the NCSPCA and remitted to the Town, less a 10% administrative fee.

6. The NCSPCA is not, and shall not be deemed to be animal control officer or peace officer under contract to, or employed by the Town, and nothing in this Agreement, or done pursuant to it, shall be deemed evidence of any such status.

7. RECIPROCAL INDEMNIFICATION CLAUSES

a. NCSPCA shall defend, indemnify and hold harmless Town of Keene to the fullest extent allowed by law, and notwithstanding any insurance requirements, from and against any and all liability, losses, claims, actions, demands, damages, expenses, suits, judgments, orders, causes of action and claims, including but not limited to attorney's fees, legal costs, and all other costs of defense, by reason of any liability whatsoever imposed by law or otherwise upon the Town of Keene for damages to person, property or of any other kind in nature, including but not limited to those for bodily injury, property damage, death arising out of or in connection with its officers, employees, agents, contractors, sub-contractors, guests or invitees negligence or its/their performance or failure to perform this agreement.

b. Town of Keene shall defend, indemnify and hold harmless NCSPCA to the fullest extent allowed by law, and notwithstanding any insurance requirements, from and against any and all liability, losses, claims, actions, demands, damages, expenses, suits, judgments, orders, causes of action and claims, including but not limited to attorney's fees, legal costs, and all other costs of defense, by reason of any liability whatsoever imposed by law or otherwise upon NCSPCA for damages to person, property or of any other kind in nature, including but not limited to those for bodily injury, property damage, death arising out of or in connection with its officers, employees, agents, contractors, sub-contractors, guests or invitees negligence or its/their performance or failure to perform this agreement.

c. Each party agrees to provide the other with prompt notice of any demand, claim, cause of action or suit to which these indemnification provisions apply. The Town shall indemnify, save and hold the NCSPCA harmless from and against any and all claims of damages incurred on account of the seizure, euthanization or adoption of any animal.

8. Any modification of this Agreement shall be effective only if it is in writing and signed by the Party(ies) to be bound thereby.

9. This Agreement constitutes the entire Agreement between NCSPCA and the Town pertaining to the subject matter hereof, and it supersedes all prior or contemporaneous written and/or verbal agreements and understandings between them in connection with the subject matter

RESOLUTION
WAIVING THE APPLICATION FILING REQUIREMENTS FOR
THE GRANTING OF REAL PROPERTY TAX EXEMPTIONS
FOR THE DISABLED (SECTION 459-C) OR THE AGED (SECTION 467)
IN 2022

WHEREAS Governor Kathy Hochul issued Executive Order 11.1 on December 26, 2021;

WHEREAS Executive Order 11.1 permits the governing body of an assessing unit to waive certain exemption mailing and filing requirements for the 2022 assessment roll;

NOW, THEREFORE, BE IT RESOLVED that the Town of Keene, pursuant to the authority granted by Executive Order 11.1, hereby directs the city assessor to grant exemptions pursuant to sections 459-c and 467 of the Real Property Tax Law on the 2022 assessment roll to all property owners who received that exemption on the 2021 assessment roll, thereby dispensing with (1) the need for impacted property owners to file renewal applications and (2) the requirement for the assessor to mail renewal applications to such persons.

BE IT FURTHER RESOLVED, that the Town Board directs the assessor to require a property owner to file such a renewal application in instances when the assessor has reason to believe that an owner who qualified for the exemption on the 2021 assessment roll may have since changed his or her primary residence, added another owner to the deed, transferred the property to a new owner, or died.