

TOWN OF AUSABLE REGULAR MEETING AND PUBLIC HEARING

SEPTEMBER 13, 2023

The presiding officer at the Town Hall on 111 AuSable Street called the meeting to order at 6:30 p.m.

MEMBERS PRESENT: Sandra Senecal, Supervisor, James King, Councilman, Paula Bedard, Councilwoman, Pat Akey, Superintendent & Bonnie Hopkins, Town Clerk.

ABSENT: Steven D. Sucharski & Scot Zmijewski.

GUEST: Taunya Hanson, Tim Bresett, Bruce Garcia, Sue Picard, Justin & Catherine Buck, Rick and Patti Barber, & Howard Hopkins

RESOLUTION NO. 23-110

Approval of minutes' previous meeting

Motion by: James King

Seconded by: Paula Bedard

RESOLVED, that the minutes of (08/09/2023) meeting be approved and the reading of the minutes be dispensed with.

Carried by: Ayes 3

Noes 0

RESOLUTION NO. 23-111

Abstract 23-09

Motion by: Paula Bedard

Seconded by: James King

RESOLVED, that the abstract of audited claims No.23-09 for \$346,251.23 as reviewed by the Town Board and the Supervisor is hereby authorized to pay said abstract, along with Youth Commission in the amount of \$3,493.37.

Carried by: Ayes 3

Noes 0

RESOLUTION NO. 23-112

Supervisors Reports

Motion by: James King

Seconded by: Paula Bedard

RESOLVED, that we accept the Supervisors report as presented.

Carried by: Ayes 3

Noes 0

RESOLUTION NO. 23-113

Monthly Reports

Motion by: Paula Bedard

Seconded by: James King

RESOLVED, that we accept the monthly reports as presented.

Carried by: Ayes 3

Noes 0

RESOLUTION NO. 23-114

Re-Appointment BOAR

Motion by: James King

Seconded by: Paula Bedard

RESOLVED, that we re-appoint Patricia Gero to the Board of Assessment and Review for 5-year term, from 10/01/2023-09/30/2028.

Carried by: Ayes 3

Noes 0

RESOLUTION NO. 23-115

68 Pleasant Street easement

Motion by: James King

Seconded by: Paula Bedard

Whereas, the Grantor owns in fee a certain parcel of land situate at **68 Pleasant Street** in the Town of **AuSable**, County of **Clinton**, State of New York, and further identified as tax map parcel # **316.13-3-6.000** (hereinafter referred to as "Premises"); and

WHEREAS, the Grantee is installing storm sewer line improvements on or adjacent to Grantor's Premises, and Grantor wishes to convey to Grantee an easement as provided for in this Grant of Permanent Easement and Right of Way.

NOW, THEREFORE and in consideration of the sum of One Dollar (\$1.00) lawful money of the United States, other good and valuable consideration and the mutual promises and covenants contained herein, the parties do hereby covenant and agree as follows:

Grantor does hereby give, grant, release and quit claim unto the Grantee a **PERMANENT EASEMENT** over, across, under, and through that portion of Premises owned by Grantor more particularly described as 5 feet each side of the storm sewer line, excluding any area occupied by a pre-existing building, and shown on attached SCHEDULE A. **Together with** the right, privilege, and authority to (i) enter thereon to construct, install, maintain, operate, inspect, repair, protect, replace, relocate, reconstruct, change the size of, and remove one or more storm sewer line improvements, and other fixtures, parts or other equipment used or associated with said storm sewer line improvements, equipment and utilities and all necessary accessories inside or outside the above referenced and described easement area and (ii) a **TEMPORARY EASEMENT and RIGHT OF WAY** to allow Grantee the right to enter upon, over and across the Premises and other lands of Grantor to access the Premises to repair, refurbish,

maintain, alter, modify and change the improvements without claim by Grantor against Grantee.

Provided, however, that:

1. Grantee agrees that it will indemnify, defend and hold harmless the Grantor from any and all suits, actions or causes of action of every kind and description brought against the Grantee for or on account of any injury or damage received or sustained to the party or parties in connection with the Grantee's exercise of the Permanent Easement and Right-of-Way herein granted.

2. Upon cessation of all construction, reconstruction or maintenance with respect to the Easement and Right-of-Way, the Grantee will cause to be removed from the property all debris, surplus material, construction equipment and leave the premises in a presentable condition and will cause prompt restoration to smooth and contour the surface of the property.

3. Notwithstanding any provision to the contrary contained herein, Grantee shall have no easement or right-of-way in, through or upon any area of land occupied by a residence, garage, outbuilding, accessory structure or building or structure of any kind in existence as of the date of this instrument. However, no future residence, garage, outbuilding, accessory structure or building or structure of any kind shall be placed within the Permanent Easement area without written consent by Grantee.

4. The rights granted to Grantee herein shall extend to Grantee, its employees, agents and contractors.

Carried by: Ayes 3

Noes 0

RESOLUTION NO. 23-116

Dumpster Moore's recycling

Motion by: Paula Bedard

Seconded by: James King

RESOLVED, that we approve to rent a 30 yard roll off box container in the amount of \$984.00 for one week which will include 3 tons of landfill weight, from Moore Recycling.

Carried by: Ayes 3

Noes 0

RESOLUTION NO. 23-117

Civic Center Bond Renewing

Motion by: James King

Seconded by: Paula Bedard

RESOLVED, that we renew the Civic Center Bond at 4.50%.

Carried by: Ayes 3

Noes 0

RESOLUTION NO. 23-118

New Pick-up Wastewater

Motion by: James King

Seconded by: Paula Bedard

WHEREAS, we accepted a quote from Adirondack Chevrolet to purchase a new 2023 Chevy 2500 crew cab in the amount of \$61,850.00 and to include a V-plow in the amount of \$8,700.00 for a total purchase price of \$70,550.00 at the December 14, 2022 meeting, and

WHEREAS, we were misinformed about the delivery time of the truck being a couple years, and

WHEREAS, we have found another pickup truck that is available immediately at Cody Chevrolet that will be a perfect fit for the wastewater department's needs, and

WHEREAS, we will receive \$35,530.00 from General Fund, the Kelley Blue Book amount for the 2017 ford F250 that we currently have which will be used for the purchase of the new pickup, and

NOWFORE BE IT RESOLVED that we purchase a new pickup with the plow included from Cody Chevrolet in the amount of \$72,623.00, with our 2017 being purchased from general fund for Town wide use.

Carried by: Ayes 3

Noes 0

RESOLUTION NO. 23-119

Sell plows for surplus

Motion by: James King

Seconded by: Paula Bedard

RESOLVED, that we approve for the Highway Superintendent to sell 4 slusher nose snowplows at \$150.00 each.

Carried by: Ayes 3

Noes 0

RESOLUTION NO. 23-120

Highway Hire

Motion by: Paula Bedard

Seconded by: James King

RESOLVED, that we hire John Christen with family health plan at \$21.50 per hour as a MEOII.

Carried by: Ayes 3

Noes 0

RESOLUTION NO. 23-121

Adjournment

Motion by: James King

Seconded by: Paula Bedard

RESOLVED, that we adjourn the meeting at 7:36 p.m.

Carried by: Ayes 3

Noes 0

Respectfully Submitted,

Bonnie L. Hopkins, Town Clerk