

Town of St. Armand  
Public Hearing and  
Special Board Meeting  
Monday, September 9, 2019  
6:00 PM

*These Meeting Minutes were approved by the Town Board on September 12, 2019.*

A Public Hearing of the Town of St. Armand was held on the above date and time at the Town Hall, Bloomingdale, NY.

**BOARD MEMBERS PRESENT:**

Town Supervisor Davina Winemiller, Deputy Supervisor D. Joseph Bates, Councilperson Donald Amell, Councilperson Jennifer Fuller, and Councilperson Karl Law.

*A quorum of the Board was in attendance.*

**TOWN EMPLOYEES PRESENT:**

Water Superintendent Jeffrey Cotter and Town Clerk Barbara Darrah.

**GUESTS:** There were no guests at the meeting.

Public Notice was published in the Adirondack Daily Enterprise regarding the date and time of this meeting, and posted on the Bloomingdale Fire Department electronic marquis and the Town Board Bulletin Board located outside.

Supervisor Winemiller called the Public Hearing to order at 6:00 pm and led the Pledge of Allegiance.

Supervisor Winemiller announced the Public Hearing was being held for the Introduction of Local Law # 1 of 2019. She asked Town Clerk Barbara Darrah to read the published Public Notice aloud.

Darrah: Notice is hereby given that the Town Board of the Town of St. Armand, Essex County, NY, will meet at the Town of St. Armand Town Hall, 1702 NYS Route 3, Bloomingdale, NY, 12913 on the 9<sup>th</sup> day of September 2019 at 6:00 pm for the purpose of conducting a public hearing introducing proposed Local Law #1 of 2019 entitled "Prior Written Notice". Please take further notice that a copy of the full text of the proposed local ordinance may be reviewed upon request from the Town Clerk of the Town of St. Armand. Published: August 31, 2019.

Winemiller: "Prior Written Notice" Law in a nut shell is if Karl broke his axle on a pothole on Vine Street, if the Town was not notified in writing that there was a pothole on Vine Street, then the Town would not be responsible for the repair of Karl's axle.

RESOLUTION # 76 OF 2019

INTRODUCTION OF PROPOSED LOCAL LAW # 1  
OF 2019 FOR THE TOWN OF ST. ARMAND  
ENTITLED "PRIOR WRITTEN NOTICE"

Councilperson Jennifer Fuller, who moved its adoption, offered the following Resolution:

BE IT RESOLVED that the Town Board of the Town of St. Armand hereby introduces proposed Local Law # 1 of 2019, as follows:

**SECTION 1. Purpose**

The purpose of this local law is to provide for the requirement of prior written notice to the Town of St. Armand of a defective, out of repair, unsafe, dangerous or obstructed condition of any street, highway, bridge, culvert, sidewalk, or crosswalk, or the existence of snow or ice thereon, as a condition precedent to liability on the part of the Town of St. Armand for damages or injuries to person or property alleged to have been caused by such condition.

**SECTION 1. Notice of Defects Required**

No civil action shall be maintained against the Town of St. Armand or the Town Superintendent of Highways for damages or injuries to person or property sustained by reason of any highway, bridge or culvert being defective, out of repair, unsafe, dangerous or obstructed unless written notice of such defective, unsafe, dangerous or obstructed condition of such highway, bridge or culvert was actually given to the Town Clerk or Town Superintendent of Highways, and there was a failure or neglect within a reasonable time after the giving of such notice to repair or remove the defect, danger or obstruction complained of.

**SECTION 2. Notice of Snow and Ice Conditions Required**

No civil action shall be maintained for damages or injuries to person or property sustained solely in consequence of the existence of snow or ice upon any highway, bridge or culvert, unless written notice thereof, specifying the particular place, was actually given to the Town Clerk or Town Superintendent of Highways and there was a failure or neglect to

cause such snow or ice to be removed, or to make the place otherwise reasonably safe within a reasonable time after the receipt of such notice.

SECTION 3. Notice Regarding Sidewalks

No civil action shall be maintained against the Town of St. Armand or the Town Superintendent of Highways for damages or injuries to person or property sustained by reason of any defect in its sidewalks or in consequence of the existence of snow or ice upon any of its sidewalks, unless such sidewalks have been constructed or are maintained by the Town or the Superintendent of Highways of the town pursuant to statute, nor shall any action be maintained for damages or injuries to person or property sustained by reason of such defect or in consequence of such existence of snow or ice unless written notice thereof, specifying the particular place, was actually given to the Town Clerk or to the Town Superintendent of Highways, and there was a failure or neglect to cause such defect to be remedied, such snow or ice to be removed, or to make the place otherwise reasonably safe within a reasonable time after the receipt of such notice.

SECTION 4. Supersession

It is the intent of the Town Board, pursuant to the Municipal Home Rule Law of the State of New York, to supersede §1 and §2 of §65-a of the Town Law of the State of New York.

SECTION 5. Effective Date

This local law shall take effect immediately upon its filing in the office of the Secretary of State.

BE IT FURTHER RESOLVED that the Town Board of the Town of St. Armand shall hold and conduct a public hearing on the foregoing proposed local law on the 12th day of September, 2019 at 6:00 pm in the forenoon of that day, to hear any and all persons concerning the same; and

BE IT FURTHER RESOLVED that the Town Clerk of the Town of St. Armand will publish a notice of such hearing in the designated Town newspaper at least five days prior to said hearing.

This Resolution was duly seconded by Deputy Supervisor D. Joseph Bates and adopted by Roll Call Vote as follows:

Supervisor Davina Winemiller	AYE
Deputy Supervisor D. Joseph Bates	AYE
Councilperson Donald Amell	AYE
Councilperson Jennifer Fuller	AYE
Councilperson Karl Law	AYE

DATED: September 9, 2019

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Barbara J. Darrah  
St. Armand Town Clerk

Councilperson Donald Amell: Have we actually ever had anyone that has written anything?

Winemiller: This was something that was brought to my attention by Henry van den Heever, NYMIR. I emailed this to Daniel Tedford, an attorney at Essex County and he drafted the law and forwarded it to the rest of the Board of Supervisors so the rest of them could do it, too. It's very common. It's just a layer of protection.

Winemiller closed the Public Hearing and moved into the Special Meeting for the purpose of reviewing the proposed draft Water Ordinance.

Winemiller: I sent Daniel Tedford, County Attorney, our draft Water Ordinance and what you have in front of you are the suggested changes he made to the draft.

Jeff Cotter: So, the one with the single underline is that something he added or the double underline.....like # 2, for the general provisions on water system, he's got use or modifications single underlined, and then if you drop way below that he's got double underlined.

Winemiller: I'm not sure, Jeff. Maybe he just reworded it. On the second page under charges for service connections, you can see in B, he crossed out that whole thing but then he added it at the bottom as C, inspection. On the bottom of page 2, where he put in highlighted the accounting and billing areas, A,B,C,D,E and we had just put "See Water and Sewer Rules and Regulations. He had added a comment, "In my opinion the general underlined guidelines for these scenarios should be in the Local Law and the specifics can be reserved for the Rules and Regulations process. I recommend that you fill these in however you would like to run it and kick it back to me for review." But I know that was something, Barb, that you didn't want in there. How do you feel about that?

Barbara Darrah: Why do we have Water and Sewer Regulations if it's all going to be in here? Or, visa versa?

Winemiller: I think the Water and Sewer Rules and Regs is an annual thing for pricing, right? Maybe he thinks we should have the basic premise in there?

Darrah: The water and sewer rates are the only thing that change annually. If that's the case, our letter or our Resolution would suffice. Right now, the Water and Sewer Regulations are on our website. Once we get the ordinance passes, I am assuming that would also be on the website. It's just going to be a redundant document.

Winemiller: Do you think in lieu of what he wants to put in here, that the Water and Sewer Regulations would basically just be the rates annually, and then everything else is hard and fast in the ordinance?

Darrah: Yes, but like I said, our Resolution covers the rates. Unless you are talking about the estimated household rate is. Is he only saying as far as the connection charges and all water and sewer charges.....

D. Joseph Bates: Yes. That's all he's saying.

The Board agreed.

Bates: But I don't know why you have to have it in both places.

Winemiller: I agree. And, it is just his opinion. If we decide we want to keep the Rules and Regulations separate, we can say no, we like the Rules and Regs how it sits and we do want these things in there, so people know where to look for that information. If that's the way we want to go, I'm fine with it.

The Board agreed.

Donald Amell: Assuming we leave it here, then what do we have to do to change the ordinance?

Darrah: Yes, that's a good point. We would have to pass the changes.

Amell: We are going to change the rates. Let's be realistic. So, does that mean we have to revise the ordinance every time?

Darrah: Yes. That's a very good point.

Winemiller: I agree. I'm definitely not disagreeing with that. And, he did say that is just his opinion. We could just tell him we like that because it is ever-changing and different scenarios come up. If that is how we want to keep it, we can keep it that way and just tell him that's how we want it.

Amell: Does it matter whether we change the ordinance or change the regulations? If we change the ordinance we would have to do a public hearing when we change it. So, in that respect, it saves us some.

Winemiller: With the new meters, we are still ironing some things out. We haven't even gotten there yet.

D. Joseph Bates: I say we leave it out.

Amell: Anything that deals with rates, we leave it out.

The Board agreed.

Winemiller: At the top of page 4, C, he added some things. That's all brand new. It has to do with billing. The shutoff notices would be mailed by regular and certified mail if outstanding balances are not paid within 20 days.

Jeff Cotter: That would be 40 right there. (pointing to the 40 doorknockers that were just prepared for distribution)

Darrah: Certified mail costs \$8.00 per piece. Let's spend more money on uncollected funds.

Winemiller: I think that we should take out "by certified mail, return receipt requested" and just add door knocker. You do send out the final statement, right? Is that a shut off notice, the final statement?

Darrah: It does say it is "due upon receipt of the bill and that door knockers will be forthcoming."

Winemiller: So, if we just eliminate "and by certified mail return receipt requested to the owner".

Darrah: And, it's not a shutoff notice that will be sent by regular mail, it is a statement. Because we said in January and March we were not going to shut off water.

Winemiller: So, then "outstanding balance is not paid within 20 days." I think we need to get rid of that.

Darrah: Yes. According to the State Comptroller, there is no grace. The day after it's due, the late fee is applied and it's due.

Winemiller: "If outstanding balance remains unpaid, the water supply to the premise could be terminated. We can't say "will be terminated" because if it's winter, we can't.

Cotter: And what are the dates for that?

Karl Law: It's on the page before.

Winemiller: There it is. "Water shall not be disconnected from October 15<sup>th</sup> through April 15<sup>th</sup>."

Winemiller: So, on page 4, line c will read: "If a water bill is delinquent after 60 days following the date of billing, a statement will be sent by regular mail to the owner. If outstanding balance remains, the water supply to the premise could be terminated."

Darrah: It's not 60 days, it's 30 days. "If a water bill is delinquent after 30 days."

Winemiller: The way I read that, maybe I'm wrong, basically when you print and mail out, that's a 30-day notice, right?

Darrah: The date that the billing goes out, they have 30 days to pay.

Winemiller: So, this should be 30?

Darrah: Yes.

Winemiller: Do we want to make the Water Superintendent be the one to listen to everybody? Did you see that part, Jeff? "If any water consumer receives notice of such failure to pay or for violation of this law or any rule or regulation affecting water service, such consumer shall have the right to be heard by the Water Superintendent."

Cotter: Well, I hear it when I put the door knockers out.

Winemiller: So, shall we change that to say the Town Board? And, add "at the next regular meeting?"

The Board agreed it should say Town Board.

Cotter: The old one had cross connection; it allowed someone to tap into someone else's line with the Board's permission, is that still in here?

Winemiller: No, we took that out.

Cotter: Because there is a scenario developing right now with that.

Winemiller: No, we can't let that happen anymore, Jeff. We had a situation with a shared sewer line and one came down And the other house came down and they joined and went down. There was a clog, and the sewer backfired and spewed all over the house.

Cotter: This particular scenario is on Roosevelt. They are building. It was in the old ordinance that they had to get permission from the Board. He is the last service on Roosevelt on the left.

Winemiller: With water it is probably different. Is that acceptable to you?

Bates: Page 1, 4B is telling you it is the Board's discretion. Both lines have to have a curb stop.

Winemiller: I know water is different from sewer.

Cotter: I told him he needs to address it with the Board. In that particular scenario I think it still works.

Darrah: Page 4, C (the second C) is crossed out. It talks about no other person other than an authorized town employee can turn the water on, but the attorney has crossed it all out.

Winemiller: I think it moved. I questioned that myself. Yes, it's on page 1, General Provisions, #2. Use or Modification of water restricted. "No person except an authorized Town of St. Armand employee shall turn on water supply or tap any distributing main or pipe."

Darrah: Page 4 F. It says "Repair of leaks: "The consumer or owner shall be responsible for maintaining the service pipe.....if the owner or consumer fails to repair any leak in such service pipe within 24 hours after notice by the Town of St. Armand, the Town may turn the water off. The water shall not be turned on again until a fee has been paid to the Town of St. Armand pursuant to Resolution?"

Winemiller: I think he is talking about a water shut off. So for example, the way I am reading that is if Karl has a leak has at his house, he knows it's leaking, it's blatantly leaking and he says, "Jeff, I will get to it when I get to it" and meanwhile the standpipe is dropping and dropping, Jeff has the right to shut that off and not turn it on until it has been fixed and Karl pays the shutoff notice. Is that what you took from it or did you take from it something else?

Darrah: I am just thinking of a couple of the leaks we have had; the one on Union Street and the apartment house across the street. Twenty-four hours is kind of long. A lot of water can go down the drain in twenty-four hours.

Winemiller: So you think it shouldn't be 24 hours?

Jeff: For a major leak are you talking?

Winemiller: It doesn't say major or minor. It depends if it's an emergency. So, it shouldn't say twenty-four hours and instead of Town of St. Armand, it should say Water Superintendent. So, I will take out 24-hours.

Darrah: And then the fee. I don't understand what fee.

Winemiller: That's the water shutoff fee.

Darrah: That doesn't make sense to me.

Winemiller: So, instead of "fee", Why don't we say "shutoff fee".

Darrah: Still, "Pursuant to Resolution"? They are not billed for water shut off or water turn on until the next quarter.

Winemiller: Yes, that's true. Let's just take that whole thing out: "The water shall not be turned on again until the sum fee has been paid to the Town of St. Armand pursuant to Resolution by the Town of St. Armand Board. And then, instead of "the consumer or owner shall be responsible for maintaining the service pipe from corporation stop on the main line into the building served, if the owner or consumer fails to repair any leak in such service pipe after notice by the Water Superintendent, the Water Superintendent may turn the water off until the repairs have been made subject to approval by the Water Superintendent." Is everyone good with that one?

The Board and Jeff Cotter agreed the new wording was good.

Winemiller: On page 7, it says on 164 A, that is something he added in there: "Each water user shall pay a service charge quarterly during which water and sewer service is furnished as provided by Resolution of the Town of St. Armand Board." Is that the Debt Service? Because we don't charge a service charge. So, let's just change that to "Shall pay the Debt Service charge quarterly." Did anyone else notice anything else?

Cotter: I'm just jumping back to the beginning on page 1, #3: "The connections to the water mains including service line work and excavation with public right of way shall be done by the water department." It's almost telling us that we have to dig into the main now, instead of the contractor. Obviously, I would be there every time and locate and be there, but it's almost like they are going to say that you are responsible.

Bates: "Or, an authorized representative."

Cotter: Right. We could easily say that. "Who are you going to use; what contractor?" I just don't know if they would have an argument that it says right here that you guys shall provide this service.

Winemiller: Ok. "Shall be done with approval of the Water Superintendent." How would that be?

Cotter: Yes, and I definitely want to be there because I am the one that does the wet taps. That is the fee we charge to do the wet taps. Usually I go up there, mark the line, jump in the ditch and help them find it, but most of the time this has been done it is through a contractor.

Winemiller: "All connections to water mains including service line work and excavation with public rights of way shall be done with approval of....."

Cotter: The service line work is theirs (owners). The service line is actually going on their property. So, we definitely don't want to get into service line work.

Winemiller: So, we will just cross that off. "All connections to water mains shall be undertaken with approval of the Water Superintendent."

Cotter: We definitely don't want them tapping into the main. That has to be the Water Superintendent or a Town representative doing that, unless it's Fuller's, as long as I am there. There could be contaminants that go into the main or a drop in the pressure.

Winemiller: "All connections to water mains including all excavations around or near public water mains must take place in the presence of the Water Superintendent."

Cotter: Yes. I agree with that. And, the service line work is definitely something we do not want to get involved with because that is up to them.

Winemiller: "Unless the Water Superintendent authorizes or requires a duly licensed and insured contractor to make such connection."? Do you want to leave that line in there?

Cotter: Yes.

Winemiller: "Must take place in the presence of the Water Superintendent at his convenience?" Because you don't want them just calling you and saying, "Jeff, I'm doing this tomorrow at 2:00".

Cotter: I agree. That is critical. We definitely don't want anyone tapping into the main, and we don't want to get involved with their service line work, too. Is this something I can read tonight and tomorrow. I want to read it again a couple of times in case something pops out.

Winemiller: That's fine. There is not deadline. You can just email it to me. That is what I will do. I will make the changes and email it to everybody and give everybody a chance to do a final review and then submit it. The Board, Jeff Cotter, and Barb Darrah agreed.

Winemiller: Barb, is there anything you want to add on that?

Darrah: On Page 7: "Unmetered users: In case a water user is furnished water service without a meter, the user shall pay a flat fee in an amount provided by Resolution of the St. Armand Town Board."

Winemiller: Right. But, all the rates are done by Resolution, right?

Darrah: The rates, but not estimated. The estimated prices are in the Rules and Regulations. But, he crossed that out.

Cotter: That's where the Board changed it to double rates, right?

Darrah: Right.

Winemiller: So, we are going to say, "As provided by the Water and Sewer Rules and Regulations".

Darrah: Yes. We'll be doing Resolutions every two weeks.

Cotter: I hate to say it, but it's more confusing now. The first one I understood very well. That's why I want to read it a few times.

Winemiller: I liked ours. I thought we did well on it. I'm not disagreeing.

Darrah: And, we worked very hard on the Rules and Regulations to get those really clear.

Winemiller: Is everyone good with the Ordinance.

The Board stated they were good with it.

Winemiller informed the Board that she met with Mr. and Mrs. Trudeau today about Brookside Cemetery. They did sign the agreement. Winemiller received two quotes for the survey. John Martino gave a quote of \$1800 and that includes all the deed descriptions as well as the monument placements. I knew you would want an additional quote so I finally heard from Geomatics and their quote was \$1700. The reason I feel we should go with John Martino because in his quote he gave us the little map and this map is what I showed to Trudeau's and this is what they agreed to. And when they asked for a little map from Geomatics, there was none. The Board agreed to use John Martino for the survey.

#### QUESTIONS OR CONCERNS:

There were no other questions or concerns.

Supervisor Winemiller then asked for a Motion to enter into Executive Session for the purpose of discussing Personnel.

#### MOTION FOR EXECUTIVE SESSION:

Deputy Supervisor D. Joseph Bates made a Motion to move into Executive Session for the purpose of discussing Personnel matters. The Motion was seconded by Councilperson Donald Amell and the Executive session began at 6:46 pm.

#### MOTION TO END EXECUTIVE SESSION:

Deputy Supervisor D. Joseph Bates made a Motion to end the Executive Session. The Motion was seconded by Councilperson Donald Amell and the Executive session ended at 7:04 pm.

#### MOTION TO ADJOURN:

Deputy Supervisor D. Joseph Bates made a Motion to Adjourn the Special Board Meeting. The Motion was seconded by Councilperson Karl Law and the Special Board Meeting adjourned at 7:05 pm.

I, Barbara J. Darrah, Town Clerk for the Town of St. Armand, do hereby certify that the above is a true and correct transcript of the Regular Board Meeting minutes held on the above-referenced date.

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Barbara J. Darrah  
St. Armand Town Clerk

Dated: August 26, 2019