

The meeting was called to order by Supervisor Tyler at 7:00 p.m.

Members present on a roll call were:

Councilperson Brankman
Councilperson Kirkby
Councilperson Viens
Councilperson Morrison
Supervisor Tyler

Others present:

Dennie Westover, Highway Superintendent
Catherine L. Simmer, Town Clerk
Chris Maron
Keven Severance

**RESOLUTION #195
APPROVAL OF MINUTES**

On a motion by Councilperson Viens seconded by Councilperson Morrison, and approved on an all in favor vote.

5 Ayes Brankman, Kirkby, Viens, Morrison, Tyler
0 Nays

RESOLVED to accept the minutes of the November 23, 2021 regular meeting as received.

PUBLIC COMMENT: Chris Maron is present to request from the Board approval to write a grant proposal to the Land Trust Alliance for the Champlain Area Trails (CATS). This grant if awarded would allow CATS to hire two individuals next summer to install additional directional signage at junctions along the trails. Mr. Maron gave the Board a brief history of the CATS. The Town Board is in full support of applying for this grant and will sign a letter of support.

**RESOLUTION #196
CATS LETTER OF SUPPORT**

On a motion by Councilperson Kirkby, seconded by Councilperson Brankman, and approved on an all in favor vote.

5 Ayes Brankman, Kirkby, Viens, Morrison, Tyler
0 Nays

RESOLVED to allow Supervisor Tyler to sign a letter to the Land Trust Alliance supporting the Champlain Area Trails in their grant proposal.

**RESOLUTION #197
APPROVAL OF BILLS**

On a motion by Councilperson Brankman, seconded by Councilperson Morrison, and approved with a roll call vote.

5 Ayes Brankman, Kirkby, Viens, Morrison, Tyler
0 Nays

RESOLVED to authorize the payment of bills on Abstract #31 in the amount of \$99,807.75 for Vouchers 633-676 and;

BE IT FURTHER RESOLVED to authorize payment of bills on Abstract #32 in the amount of \$246,227.22 for Voucher 677-678.

**RESOLUTION #198
2021 YEAR END FINANCES**

On a motion by Councilperson Viens, seconded by Councilperson Morrison, and approved on a roll call vote.

5 Ayes Brankman, Kirkby, Viens, Morrison, Tyler
0 Nays

RESOLVED, pursuant to Article 8 of Town Law, that surplus funds, unexpended fund balances and contingent fund monies may be used to pay any and all bills and obligations incurred through December 31, 2021.

**RESOLUTION #199
OPOSITION TO PENDING CLOSURE OF MORIAH SHOCK
INCARCERATION CORRECTIONAL FACILITY**

On a motion by Councilperson Brankman, seconded by Councilperson Brankman, and approved on a roll call vote.

5 Ayes Brankman, Kirkby, Viens, Morrison, Tyler
0 Nays

WHEREAS Moriah Shock is one of two facilities in New York State that provides treatment programs for substance and alcohol abuse above and beyond general incarceration; and

WHEREAS Moriah Shock provides 107 good paying State jobs to residents of Essex County; and

WHEREAS Moriah Shock crews work in our communities and support Essex County municipalities and the Department of Environmental Conservation in performing manual labor support; and

WHEREAS Moriah Shock demonstrates lower recidivism rates (31% annually compared to 65% in New York prisons after 3 years), as well as lower costs (\$20,000 less per inmate) compared to other minimum-security facilities; and

WHEREAS the closure of Moriah Shock will devastate the Moriah community, as well as Essex County, which relies on such industries to support local economies and livelihoods with its \$8 million impact.

BE IT HEREBY RESOLVED that the Westport Town Council supports our neighbors in Moriah and Essex County who are working to reverse the decision to close Moriah Shock Incarceration Correctional Facility March 10, 2022.

THE TOWN BOARD IS IN RECEIPT OF NOVEMBER MONTHLY REPORTS FOR:

Westport Town Court
Westport Town Clerk's
Westport Town Supervisor Report

DISCUSSION: Discussion about the Memorandum of Understanding regarding the financial contributions to the merged Youth Commission programs. The Town of Lewis has a substantial balance in the program coffers. The memorandum will explain that over the next four years, the contributions of both Westport and Elizabethtown will equate to the Town of Lewis program balance.

**RESOLUTION #200
TOWN OF LEWIS MEMORANDUM OF UNDERSTANDING FOR THE
MERGED BOQUET VALLEY YOUTH COMMISSION FUNDS**

On a motion by Councilperson Viens, seconded by Councilperson Morrison, and approved on an all in favor vote.

5 Ayes Brankman, Kirkby, Viens, Morrison, Tyler
0 Nays

RESOLVED to allow Supervisor Tyler to sign the Memorandum of Understanding set forth by the Town of Lewis explaining financial contributions of the Town of Westport for the Boquet Valley Youth Commission over the next four years.

**RESOLUTION #201
WINTER PARKING BAN**

On a motion by Councilperson Brankman, seconded by Councilperson Viens, and approved on an all in favor vote.

5 Ayes Brankman, Kirkby, Viens, Morrison, Tyler
0 Nays

RESOLVED to approve the Town of Westport Winter Parking Ban starting November 1 through April 15 between the hours of 11:00 p.m. and 6:00 am. This includes all highways, roads, streets and parking lots that are maintained by the Town of Westport Department of Public Works. Vehicles may be towed and stored at owner's expense.

**RESOLUTION #202
AGREEMENT WITH ADIRONDACK PARL LOCAL GOVERNMENT REVIEW BOARD**

On a motion by Councilperson Viens, seconded by Councilperson Kirkby, and approved on an all in favor vote.

5 Ayes Brankman, Kirkby, Viens, Morrison, Tyler
0 Nays

RESOLVED to allow Supervisor Tyler to sign an agreement for 2022 with the Adirondack Park Local Government Review Board for \$300.00.

**RESOLUTION #203
DANGEROUS DOGS CONTRACT 2022 WITH NORTH COUNTRY SPCA**

On a motion by Councilperson Morrison, seconded by Councilperson Viens, and approved on an all in favor vote.

5 Ayes Brankman, Kirkby, Viens, Morrison, Tyler
0 Nays

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 \$2,007.36, 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 Westport 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 Westport 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 Westport 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 of this Agreement. Its terms are contractual and not mere recitals. The Parties have both participated in and agree to its terms, and the rule of contract construction commonly referred to as *contra proferentum* shall not be applied,

10. This Agreement and the rights and obligations hereunder shall be construed under and governed by the laws of the State of New York, and the Parties hereby consent to the jurisdiction of the courts of the State of New York over any action(s) arising out of and/or in any way related to this Agreement.

11. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to certain circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

12. The Parties shall not be deemed to have waived any of their respective rights under this Agreement, unless that waiver is in writing and signed by the Party against whom such waiver is sought to be enforced. No delay in exercising any right shall be deemed a waiver, nor shall a waiver on one occasion operate as a waiver of such right on a future occasion.

13. The Parties, or either of them, may terminate this Agreement with ten (10) days written notice, to their following addresses:

NCSPCA:
PO Box 55
7700 Route 9N
Elizabethtown, New York 12932

Town of Westport
PO Box 465
Westport, NY 12993

For the purpose of this Agreement, the date of receipt of notice shall be the actual date of receipt, or three (3) days after the date of mailing, whichever is the earlier.

YOUTH COMMISSION: The Town Board is in receipt of new by-laws for the Boquet Valley Youth Commission. The Board would like to take time until next their next meeting on December 28, 2021 to read over the by-laws before approving.

**RESOLUTION #204
ESSEX COUNTY SNOW AND ICE CONTRACT**

On a motion by Councilperson Kirkby, seconded by Councilperson Brankman, and approved on with an all in favor vote.

5 Ayes Brankman, Kirkby, Viens, Morrison, Tyler
0 Nays

RESOLVED to authorize Supervisor Tyler to sign the Essex County Snow and Ice Contract for 2021-2022 winter.

**RESOLUTION #205
ORGANIZATIONAL MEETING**

On a motion by Councilperson Viens, seconded by Councilperson Morrison, and approved with an all in favor.

5 Ayes Brankman, Kirkby, Viens, Morrison, Tyler
0 Nays

RESOLVED to hold the 2022 Organizational Meeting on Wednesday, January 5, 2022 at 2:00 p.m.

**RESOLUTION #206
APPOINT PLANNING BOARD VOTING MEMBER AND ALTERNATE MEMBERS**

On a motion by Councilperson Morrison, seconded by Councilperson Brankman, and approved on an all in favor vote.

5 Ayes Brankman, Kirkby, Viens, Morrison, Tyler
0 Nays

RESOLVED to appoint Elisha Bartlett as a member of the Westport Planning Board; and

BE IT FURTHER RESOLVED to appoint Daniel Berheid, Robert King and Cheryl Phillips as alternate members of the Westport Planning Board.

SUPERVISOR TYLER we need to set interviews for the Highway Superintendent. We received two applications. Steve and Dave will be on the interview committee.

DPW SUPERINTENDANT REPORT: The crew is working on cutting brush, they mulched the bare areas around the Wadhams sewer project, and are finishing up odd jobs ahead of winter. They fixed the manger after the wind storm. The storm brought down many pines trees up on the watershed. We should consider getting a logger in there to clean it up and sell the timber. The crew can help with some of the debris, but we don't have the equipment to haul the logs. **SUPERVISOR TYLER** agrees a logger should be hired to sell the pine.

SUPERVISOR TYLER extended his appreciation to highway crew for their hard work quickly cleaning up during and after the storm.

RESOLUTION #207

SELL THE FALLEN TIMBER ON THE WATERSHED

On a motion by Councilperson Viens, seconded by Councilperson Morrison, and approved on an all in favor vote.

5 Ayes Brankman, Kirkby, Viens, Morrison, Tyler
0 Nays

RESOLVED to allow the highway crew to help collect the fallen timber and hire Scott Moran to haul the timber and get the best price for the timber.

COUNCILPERSON MORRISON would like to wish everyone a very Merry Christmas, Happy Holiday and a Happy New Year.

RESOLUTION #208

ADJOURNMENT

On a motion by Councilperson Kirkby and a unanimous second the meeting adjourned at 7:40 p.m.

5 Ayes Brankman, Kirkby, Viens, Morrison, Tyler
0 Nays

Minutes respectfully submitted,

Catherine L. Simmer, Town Clerk