



Town of Tusten Town Board Meeting

Regular Meeting Agenda
January 16, 2024
6:30 PM

1 OPENING ITEMS

- 1.1 Call Meeting to Order
- 1.2 Pledge of allegiance
- 1.3 Payment of Bills

Fund Acct	Ck Acct Disburse
General	\$173,655.74
Highway	\$109,596.50
Water	\$21,160.13
Sewer	\$22,321.43
lighting dist	
escrow accts	
TOTAL	\$326,733.80

2 DIVISION REPORTS

Some reports have been sent to the board in advance of the meeting, therefore they are not read out loud at the meeting; copies of all reports may be obtained at the Town Clerks Office.

- 2.1 Highway Dept.
- 2.2 Narrowsburg Water & Sewer District
- 2.3 Building Department/ Code Enforcement
- 2.4 Assessor
- 2.5 Upper Delaware Council
- 2.6 Tusten Energy Committee
- 2.7 Conservation Advisory Council
- 2.8 Zoning Update
- 2.9 Water & Sewer Committee
- 2.10 Building Committee
- 2.11 Grants

3 PUBLIC COMMENT

10 minutes will be given for public comment. Please keep your comments directed to the board, comments should pertain to agenda items only.

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4 OLD BUSINESS

4.1 Assessor

Motion to accept the resignation of Ken Baim, from Sole Assessor effective December 31, 2023.

Motion to Appoint Margaret (Peg) Harrison as Acting Assessor for the Town of Tusten effective January 1, 2024

Motion to Appoint Ken Baim as the Part Time Office Clerk to the Assessor at a rate of \$35/hr effective January 1, 2024.

5 NEW BUSINESS

5.1 Tusten Recreation Program Contract with Tusten Youth Commission

Motion to sign the agreement as presented:

THIS AGREEMENT, between the Town of Tusten and the Tusten Youth Commission as of January 1, 2024

WHEREAS, the Town of Tusten wishes to facilitate the funding of the Tusten Youth Commission for the benefit of the **Tusten Recreation Program** of the Town of Tusten.

WHEREAS, the Tusten Youth Commission wishes to institute activities for the benefit of the youth of the Town of Tusten.

IT IS THEREFORE AGREED by and between the parties:

1. That the Town of Tusten shall fund the Tusten Youth Commission to the extent of **Twenty-Two Thousand (\$22,000.00) Dollars**.
2. That the above **Twenty-Two Thousand (\$22,000.00) Dollars** or part there of stated shall be paid to the Tusten Youth Commission as reimbursements are received from the State of New York through the Sullivan County Youth Services; and,
3. That the Tusten Youth Commission will use those funds disbursed to them by the Town of Tusten for the use and benefit of the youth in the Town of Tusten.

5.2 Tusten Youth Club Contract with Tusten Youth Commission

Motion to sign the agreement as presented:

THIS AGREEMENT, between the Town of Tusten and the Tusten Youth Commission as of January 1, 2024

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WHEREAS, the Town of Tusten wishes to facilitate the funding of the Tusten Youth Commission for the benefit of the **Tusten Youth Club** of the Town of Tusten.

WHEREAS, the Tusten Youth Commission wishes to institute activities for the benefit of the youth of the Town of Tusten.

IT IS THEREFORE AGREED by and between the parties:

1. That the Town of Tusten shall fund the Tusten Youth Commission to the extent of **Two Thousand (\$2,000.00) Dollars**.
2. That the above **Two Thousand (\$2,000.00) Dollars** or part there of stated shall be paid to the Tusten Youth Commission as reimbursements are received from the State of New York through the Sullivan County Youth Services; and,
3. That the Tusten Youth Commission will use those funds disbursed to them by the Town of Tusten for the use and benefit of the youth in the Town of Tusten.

5.3 Ambulance Protection

CONTRACT FOR AMBULANCE PROTECTION

THIS AGREEMENT MADE AS OF January 1, 2024 by and between the **TOWN BOARD OF THE TOWN OF TUSTEN**, a municipality located in the Town of Tusten, County of Sullivan and State of New York, hereinafter referred to as "Town" and **Tusten Ambulance Corp.**, a non-profit membership corporation located at Narrowsburg, Sullivan County, New York, hereinafter referred to as "Ambulance Corps".

WITNESSETH:

WHEREAS, there has been established in the Town of Tusten the Ambulance Corps which has been and is providing necessary and appropriate ambulance and emergency service within the Town of Tusten and surrounding territory under the plan of ambulance service adopted by the Ambulance Corps, and

The Town duly authorized a contract with the Ambulance Corps for ambulance service when and if required to the Town of Tusten upon the terms and provisions herein set forth, and

WHEREAS, this contract has also been authorized by the authorized and delegated representatives of the Ambulance Corps,

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS;

1. The Town does hereby engage the services of the Ambulance Corps to furnish ambulance service within the Town of Tusten and the Ambulance Corps agrees to furnish said ambulance service in the manner following, to wit:
 - (a) The Ambulance Corps shall, at all times during the period of this agreement, be subject to call for attendance upon any emergency, accident, illness, and/or occurrence in said Town and when notified by alarm or telephone call from any person within the Town of an accident situation, and/or occurrence, where the services of an ambulance is required, shall respond and attend at the place or places

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where required, without delay, with one or more ambulances with appropriate emergency medical equipment and trained members of the Ambulance Corps. Upon arriving at the scene where the services of the Ambulance Corps are required, the members of the crew of the Ambulance Corps so attending shall proceed diligently and, in every way, reasonably necessary and suggest in order to effect the appropriate emergency treatment and/or transportation to the nearest or most convenient hospital or other medical facility with the purpose and intention of saving the life and/or preserving the health of the individual or individuals involved.

2. In consideration of furnishing the ambulance services as here in above provided, including the equipment, medical supplies, and trained ambulance crew as aforesaid, the Ambulance Corps shall receive the sum of **thirty thousand dollars (\$30,000.00)** per annum and the Town covenants and agrees to pay the same to the Ambulance Corps annually.

3. All monies to be paid under any provision of this agreement shall be a charge upon the Town of Tusten to be assessed and levied upon the taxable property within the Town of Tusten and collected with the Town taxes.

4. This agreement shall continue for a period of one (1) year and shall be deemed to commence from **January 1, 2024 to December 31, 2024**, inclusive. This agreement may be renewed and extended by mutual consent annually upon the same terms and conditions for a period not to exceed four (4) additional years. Any notice required or provided for in this agreement shall be served in the same manner as required for the service of a summons in the Supreme Court.

5.4 Upper Delaware Scenic Byway Contribution

Motion to make the voluntary contribution in the amount of \$1,000.00 toward the 2024 operational expenses to the Upper Delaware Scenic Byway

5.5 Conservation Advisory Council

Motion to re-appoint Jane Luchsinger to the Conservation Advisory Council with an unexpired term ending 2028

5.6 Fire Department Sewer Rate

5.7 Dog Control

Motion to appoint Tammy Cutler as 1st Deputy ACO & Crystal Weston 2nd Deputy ACO effective January 1, 2024

5.8 TBD

6 PUBLIC COMMENT

10 minutes will be given for public comment. Please keep your comments directed to the board, comments should pertain to agenda items only.

7 CLOSING ITEMS

Board Comment
Meeting reminder
Adjournment