TOWN OF PINCKNEY MONTHLY BOARD MEETING
DECEMBER 9TH 2025

PRESENT:
Sherry Harymch-Supervisor
Don Cook-Highway Superintendent
Don Vincnet-Councilman
Mike Birchenough-Councilman
Kristin Vogt-Councilwomen

ABSENT:
Paula Gramer-Councilwomen

THC: Denali Dietrich

Meeting was called to order @ 6:30 pm by Supervisor Harymch with the Pledge of Allegience.

PUBLIC COMMENT: Was opened for Fire Contract with Rodman Fire no Public. Closed at 6:30 Mike Birchenough and Kristen Vogt approved.

TUG HILL COMMISSION: Denali went over the announcements for December.

CLERKS REPORT: No Dog Licenses issued. Premium refund received from Excellus in the amount of $816.02. Credit balance received from Verizon in the amount of $74.84, Mortgage Tax received for the period of 4/1-9/30/35 in the amount of $3705.60. Total amount dispersed to Town $4596.46. Attached CO's and Permits were passed to Board members for review. Motion to accept clerks report Don Vincent 2nd Mike Birchenough.

FINANCIAL REPORTS: September and Octobers received

JUSTICE REPORT: Octobers received and reviewed

PLANNING BOARD REPORT: Meeting on 12/15/2025

DOG CONTROL REPORT: 1 dog on Tontarski Rd, One complaint Co Rt 294

MINUTES OF PRIOR MEETING: Motion to accept minutes of prior meeting Mike Birchenough 2nd Don Vincent.

NEW BUSINESS: Resolution #69-2025 Appoint Temporary Justice Sandra Dunn, Motion to accept Resolution #69-2025 to Appoint Temporary Justice motion to accept Resolution #69-2025 Mike Birchenough 2nd Don Vincent poll of board yea. Resolution #69-2025 carried.

RESOLUTION #70-2025 Accepting 2026 Fire Contract between Rodman Fire District and Town of Pinckney. Motion to accept Resolution #70-2025 to Accept Fire Contract with Rodman Fire District Mike Birchenough 2nd Kristin Vogt poll of board yea Resolution #70-2025 carried.

RESOLUTION #71-2025 Adopting the 2025 Lewis County Multi Jurisdictional Hazard Mitigation Plan motion to accept Resolution #71-2025 Don Vincent 2nd Mike Birchenough poll of board yea Resolution #71-2025 carried.

HIGHWAY REPORT: ATTACHED. RESOLUTION #72-2025 Approving agreement with Count for Snow and Ice Control under County Roads passed by all Board members on 12/9/25 with a yea.

RESOLUTION #73-2025 Approving agreement with County for Control of Snow and Ice on Parking Lot, motion to accept Resolution #73-2025 Don Vincent 2nd Mike Birchenough poll of board yea Resolution #73-2025 carried.

OLD BUSINESS : Planning Board and BAR vacancies

VOUCHERS: Passed to all Board members to review and sign. Motion to accept vouchers Mike Birchenough 2nd Kristin Vogt.

ADJOURN: Motion to adjourn meeting Mike Birchenough 2nd Kristin Vogt meeting adjourned @7:15pm

Submitted:
Missy Birchenough
Town Clerk

Next regular meeting January 13th 2026
End of year meeting December 29th or 30th 2025 if needed

Permits and CO's Issued from May-September

PERMITS:

Joshuah June Addition issued 5/30/2025 933 Cronk Rd
Shane Learned Remodel Permit 7963 Seven by Nine Rd issued 6/4/2025
Marissa Makuch New Permit 9026 Corey Rd issued 6/23/2025
Stephen Groot Accessory Structure Shed 7996 Seven By Nine Rd issued 6/23/2025
Robert Boogertman Accessory Structure Garage 301 Cty Line Rd issued 7/3/2025
Shannon Traver Residential Building 371 Cty Line Rd issued 8/6/2025
Wayne Sturtz Septic 9603 Whitesville Rd issued 9/11/2025.

CO'S

Douglas Cybula 717 State Rt 177 demolition barn issued 5/30/2025
Scott Randall 1539 Pinckney Rd Mechanical New Heating issued 6/10/2025
Doug Peebles 8020 Seven By Nine Rd Accessory Structure Shed issued 8/13/2025
Shawn Jessman Grant Rd Residential Building issued 9/17/2025
Tim Miller 2110 Austin Rd New Residential Building issued 9/25/2025
Megan Marolf 7276 Liberty Rd Septic System 9/29/2025
Mike Birchenough New Residential Building 953 Cronk Rd 10/17/2025
Wendell Mast Accessory Structure Shed 9675 Gardner Rd 10/17/2025
Shannon Traver 371 Cty Line Rd Septic 11/17/2025
Shannon Traver 371 Cty Line Rd New Residential Building 11/18/2025

October – September No Permits Issued

December No Co's Issued

Town of Pinckney

RESOLUTION #69-2025

Appointing Temporary Justice

WHEREAS Justice Candace Randall will resign her position as justice for the town of Pinckney as of December 31, 2025, and

WHEREAS we have not found a replacement within the town of Pinckney and

WHERAS the Honorable Sandra Dunn, Justice for the town of Denmark, has offered to fill the position until a suitable replacement has been found,

THERFORE BE IT RESOLVED, to appoint the Honorable Sandra Dunn to the position of Justice for the town of Pinckney, and

RESOLVED, that the Town Clerk forward a copy of this resolution to the 5th Judicial Court

Motion by Mike Birchenough Seconded by Don Vincent

Poll of board

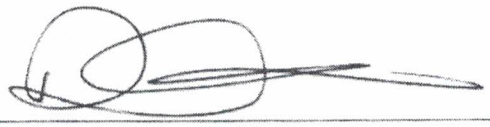
Councilman Vincent	Yea	Nay
Councilman Birchenough	Yea	Nay
Councilwoman Gramer	Absent	
Councilwoman Vogt	Yea	Nay
Supervisor Harmych	Yea	Nay

5AO2025-30

ADMINISTRATIVE ORDER
FIFTH JUDICIAL DISTRICT

Pursuant to the authority vested in me by Order of the Honorable Joseph A. Zayas, Chief Administrative Judge for the State of New York; and based upon the unavailability of the Town of HMP (Harrisburg, Montague & Pinckney) Town Justice, Honorable Candace Randall; Fifth Judicial District; County of Lewis and upon the consent of the Honorable Sandra Dunn, Town Justice in the Town of Denmark, County of Lewis, Fifth Judicial District; now, pursuant to the provisions of Section 106 sub. 2 of the Uniform Justice Court Act, I hereby assign the Honorable Sandra Dunn to act as Town Justice for the Town of HMP (Harrisburg, Montague & Pinckney), County of Lewis, Fifth Judicial District, effective as of the date of this Order until further Administrative Order of the Fifth Judicial District Administrative Judge. This assignment is in addition to Justice Dunn's other duties.

The Honorable Sandra Dunn shall be compensated by the Town of HMP (Harrisburg, Montague & Pinckney) pursuant to agreement by and between the Honorable Sandra Dunn and the Town of HMP (Harrisburg, Montague & Pinckney).



Honorable Deborah H. Karalunas
Administrative Judge, Fifth Judicial District

Dated: December 17, 2025
Syracuse, New York

cc: Hon. James P. Murphy
Hon. Gerard J. Neri
Hon. Steve Bernat, Town of Harrisburg Supervisor
Hon. Bruce Williams, Town of Montague Supervisor
Hon. Sherry Harmych, Town of Pinckney Supervisor
Hon. Sandra Dunn
Town of Denmark Court Clerk(s)
Town of Harrisburg Court Clerks(s)

Town of Montague Court Clerks(s)
Town of Pinckney Court Clerk(s)
Fifth Judicial District Office
Donald Doerr
Michele Conley
Andria Bentley
Office of State Comptroller, Justice Court Fund
Office of Justice Court Support

Town of Pinckney

RESOLUTION #70-2025

ACCEPTING THE 2026 FIRE CONTRACT BETWEEN RODMAN FIRE DISTRICT AND THE TOWN OF PINCKNEY:

WHEREAS, the town of Pinckney held a public hearing on the 9th day of December 2025 on the fire contract between the Rodman Fire District and the Town of Pinckney for 2026, and

WHEREAS, there was no opposition to the proposed contract,

THERFORE BE IT RESOLVED, the Town of Pinckney enter into the attached contract with the rodman Fire District from January 1 2026 Through December 31, 2026.

Motion by Mike Birchenough Seconded by Kristin Vogt

Poll of board

Councilman Vincent	Yea	Nay
Councilman Birchenough	Yea	Nay
Councilwoman Gramer	Absent	
Councilwoman Vogt	Yea	Nay
Supervisor Harmych	Yea	Nay

Town of Pinckney

RESOLUTION #_11_-2025

A RESOLUTION OF THE TOWN OF PINCKNEY ADOPTING THE 2025 LEWIS COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN

WHEREAS the Town of Pinckney recognizes the threat that natural hazards pose to people and property within town and

WHEREAS the town of Pinckney has prepared a multi-hazard mitigation plan, hereby known 2025 lewis county multi-jurisdictional hazard mitigation plan in accordance with the Disaster Mitigation Act of 2000; and

WHEREAS 2025 Lewis county multi-jurisdictional hazard mitigation plan identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in Pinckney from the impacts of future hazards and disasters; and

WHEREAS adoption by the Town of Pinckney demonstrates their commitment to hazard mitigation and achieving the goals outlined in the 2025 Lewis county multi-jurisdictional hazard mitigation plan

NOW THEREFORE, BE IT RESOLVED BY THE TOWN OF PINCKNEY, LEWIS COUNTY NY THAT:

Section 1. The Town of Pinckney adopts the plan. This plan, approved by the community, may be edited or amended after submission for review, but will not require the community to re-adopt any further iterations. This only applies to this specific plan and does not absolve the community from updating the plan in 5 years.

Motion by Don Vincent Seconded by Mike Birchenough

Poll of board

Councilman Vincent	Yea	Nay
Councilman Birchenough	Yea	Nay
Councilwoman Gramer	Absent	
Councilwoman Vogt	Yea	Nay
Supervisor Harmych	Yea	Nay

12-9-25
Melinda Birchenough
Town Clerk

I DO HEREBY CERTIFY THIS IS A CORRECT COPY FROM THE ORIGINAL COMPLETE REGISTERED RECORD
Melinda Birchenough
Town Clerk of Pinckney, New York and
Dated 12-9-2025

RESOLUTION OF THE TOWN BOARD APPROVING AGREEMENT WITH THE COUNTY FOR SNOW AND ICE CONTROL UNDER THE COUNTY ROAD SYSTEM

Resolution #72-2025

WHEREAS, on August 6, 2024, the Board of Legislators of Lewis County adopted Resolution # 148-2024, designating the improved roads of the County Road System of the County from which snow and ice should be removed; and

WHEREAS, the County is authorized to enter into agreements with the Towns for the aforementioned purpose and annual term. The Agreement also provides for an annual renewal with a 4% increase in rates. Either party must opt out of the automatic renewal by May 1st of each year;

NOW, THEREFORE, BE IT RESOLVED as follows:

Section 1. The Town of Pinckney, Lewis County, NY hereby authorizes an Agreement with the County of Lewis for snow and ice control as set forth in the attached Agreement.

Section 2. The Town Supervisor and Town Superintendent of Highways is hereby authorized to execute the Agreement.

Section 3. That the Resolution shall take effect immediately.

STATE OF NEW YORK
COUNTY OF LEWIS
TOWN OF Pinckney

I, Melissa Birchenough, Town Clerk of the Town of Pinckney in the County of Lewis, New York do hereby certify that the preceding Resolution was duly adopted by the Town Board of such Town at a meeting of the Board held on December 9th 2025, and that the same is true and correct copy of such Resolution and whole thereof.

DATED 12-9-2025 TOWN
CLERK Melissa Birchenough

Passed by Board members with all yea
12-9-2025

INTER-MUNICIPAL AGREEMENT
FOR CONTROL OF SNOW AND ICE ON CERTAIN COUNTY ROADS
2026 Term (Fall, 2025 through Spring, 2026)

THIS AGREEMENT, made as of this 4th day of November, 2025, by and between the **COUNTY OF LEWIS**, a Municipal Corporation of the State of New York, (hereinafter referred to as "**COUNTY**"), and the **Town of Pinckney**, Lewis County, New York (hereinafter referred to as "**TOWN**").

WITNESSETH:

WHEREAS, the **TOWN** has the necessary machinery and equipment to exercise snow control upon certain **COUNTY** roads within said **TOWN**. It will be beneficial and more efficient to the **COUNTY** for said work to be performed by the **TOWN**; and

WHEREAS, the **TOWN** is willing to perform the snow control services upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, pursuant to GML Article 5-G and in consideration of the mutual covenants herein contained, it is agreed between the parties as follows:

1) For the 2026 "snow" period (identified as generally running from in or about October, 2025 through in or about April, 2026), and any renewal snow period if the **TOWN** has opted in to renewals as hereinafter set forth, the **TOWN** agrees to furnish all necessary machinery, labor, materials, tools and equipment, and perform all necessary work for the removal of snow and ice, for sanding, and for otherwise treating with abrasives in order to remove the danger of snow and ice from the following designated County Roads, located in the **TOWN.** Said work shall include removing snow and ice, and sanding the entire width of the surface of the pavement and the shoulders of the road in order to retard the buildup of drifts. All work shall be performed by the **TOWN** in accordance with rules, regulations and standards as may be made by the Lewis County Superintendent of Highways for normal snow removal operations. If the **TOWN** fails to perform such services in accordance with County regulations and standards, the **COUNTY** Superintendent of Highways shall have the right to terminate this Agreement upon written notice to the **TOWN** Supervisor and Highway Superintendent.

2) This Agreement shall automatically renew on an annual basis for up to an additional three (3) years, with a 4% increase to the rate, unless the **TOWN** executes and delivers an opt out notice to the **COUNTY** by May 1st of each year. In consideration of the COUNTY'S agreement to increase the basic per mile rates with an increased annual percentage increase as described herein, the parties acknowledge and agree that there will be no additional "cost allowance" adjustment payable by the COUNTY to the TOWN for road salt, diesel fuel, or other road treatment and material.

3) The services herein to be provided by the TOWN are identified as follows:
The **TOWN** will undertake snow control on the following **COUNTY** roads:

County Route 18, Cronk Road	0.95	miles
County Route 175, Creek Road	0.31	miles

Total: 1.26 miles

NET MILES: 1.26 @ $7862.40/PER MILE

TOTAL for 2026 term: $9,906.62

4) For the above-described snow road control work the **COUNTY** will pay to the **TOWN** on or before the 15th day of February, for each year of contract, one-half of the sum as calculated in Paragraph 3 above. The balance will be paid within forty-five (45) days of receipt, by the Lewis County Highway Department, of a DETAILED report providing data on the total county miles plowed during the season (number of days and times each road was plowed, sanded, treated), description of weather conditions and reports on said days, number of trucks or other equipment sent out on each day, and any other relevant information and data either party may request. Similar information shall be provided for any parking lot snow and ice removal. This report shall cover the first snow in the fall through the last snow and ice control provided by the TOWN in the spring of each year.

5) The **TOWN** shall, through its **TOWN** Highway Superintendent, promptly notify the County Highway Superintendent of any accident, damage, action, proceeding, claim, or demand against the **TOWN** arising from or out of the manner of performance of the functions under this Agreement.

6) a) The **TOWN** shall maintain the following insurance covering the **TOWN** and the **COUNTY** but only as it applies to the liability under this contract.
   i) General Liability Insurance (including Completed Operations and Umbrella coverage) with a combined single limit of $ 2 million.
   ii) Auto Liability Insurance with a combined single limit of $2 million.
   iii) Workers' Compensation coverage as provided for under the Workers' Compensation Law.

   b) The **TOWN** shall furnish the **COUNTY** with proof of insurance and certificate of insurance each year identifying the **COUNTY** as a named additional co-insured.

   c) Each insurance policy required by this contract shall be endorsed to state the coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after 60 days' prior written notice by certified mail, return receipt requested, to the **COUNTY**'s County Manager. Any insurance coverage replaced or renewed during the contract will be evidenced by a new Certificate of Insurance. The **TOWN's** insurance coverage or self-insurance deductible shall be deemed primary insurance with respect to the **COUNTY**, its officials, employees, or volunteers. The **COUNTY's** insurance coverage shall be deemed excess of the **TOWN's** insurance or self-insurance/deductible and shall not contribute with it with respect to any of the activities or functions contemplated by this Agreement.

7) The **TOWN** agrees to defend, indemnify and hold harmless the **COUNTY**, its officers, employees, agents and/or servants against any claim, liability, loss, damage or expense (including defense costs) arising from or occasioned by the manner of performance or nonperformance of the activities or functions under this Agreement.

8) This Agreement shall be deemed executory only to the extent of annual funds appropriated by the Lewis County Board of Legislators and made available for the purposes of this Agreement.

IN WITNESS WHEREOF, the **COUNTY** has caused this Agreement to be signed by the Chairman of the Board and the County Highway Superintendent, pursuant to Resolution **# 148-2024** , duly adopted by the Lewis County Board of Legislators. The **TOWN** acknowledges that it has caused the same to be executed by its Town Supervisor and Highway Superintendent, pursuant to an adopted Resolution of its Town Board.

TOWN OF PINCKNEY

By: Sherry J. Harmych
Town Supervisor Sherry J. Harmych

Dated: 12-9-25

By: Patrick
Town Superintendent of Highways

Dated: 11/18/25

COUNTY OF LEWIS

By: _____
John Reed, Superintendent
Lewis County Highway Department

Dated: _____

By: _____
Lawrence L. Dolhof, Chair
Lewis County Board of Legislators

Dated: 11/4/25

Town of Pinckney

RESOLUTION # 73 -2025

The Town Board Approving Agreement with The County for Control of Snow and Ice on Parking Lot:

BE IT RESOLVED the town of Pinckney, Lewis Couty NY hereby authorizes an agreement with Lewis County for snow removal of the parking lot located at the corner of NYS 177 and Seven by Nine Road,

BE IT FURTHER RESOLVED the Town supervisor and Town superintendent of Highway are hereby authorized the execute the agreement, and

FURTHERMORE, This Resolution shall take effect immediately

Motion by Don Vincent Seconded by Mike Birchenaugh

Poll of board

Councilman Vincent	Yea	Nay
Councilman Birchenough	Yea	Nay
Councilwoman Gramer	Absent	
Councilwoman Vogt	Yea	Nay
Supervisor Harmych	Yea	Nay

December 2025 Highway Report

- 2026 drug and alcohol testing has begun for CDL drivers.
- New plow run and program working successfully.
- Lewis County has verbally contracted us to plow corner lot at 7by9 and 177. For our asking price. Awaiting written contract from county legal department.
- No communication from DEC on Waterman Rd hearing. At hearing I signed an Admission of guilt for the violation. Hearing consisted of myself, the original investigator, DEC Soil and Water Technician and a DEC official from Potsdam.
- P2, Oshkosh clutch replacement in progress.
- P6 Grader we installed snow plowing cutting edges on because that is our back up road blower till Oskosh is back in service.
- P9 pickup up blew a main break line. Repaired and back in service.
- P23 yellow little dump truck serviced.
- P5 Doosan Loader 500-hour service completed.
- P19 Kabelco excavator main boom pin and bushing failed repaired in house.
- P23 Main plow truck major frame failure at front passenger side rear spring shackle area. Frame rail completely. Severed from point of where the double frame ended. Was able to realign weld, fish plate and bolt back together saving truck. The other side had same issue two years ago.
- Town barn back snow plow room furnace transformer needed transformer changed.
- Have plowed 11 times this season.
- Yearly safety training scheduled for the 16th of this month at Lowville JCC center. All yearly required training will be covered.
- Town Hall rodent control in progress.
- 2026 action plans:
    - Mill McDonald and Pinckney Roads and pave with millings. Same process as we did on Austin Rd.
    - Purchase Rotary cutter head for excavator.

  Finally a discussion on equipment at meeting.

Respectfully submitted by;

Don Cook