

**TOWN OF HARRIETSTOWN  
TOWN BOARD AGENDA  
DATE: THURSDAY, FEBRUARY 14, 2019**

**REGULAR MEETING 5:00 P.M..**

ROLL CALL/PLEDGE TO THE FLAG

AGENDA APPROVAL

**MINUTES APPROVAL:**

Approval of the Organizational Minutes of January 14, 2019 Regular Meeting Minutes of January 14, 2019. All minutes were approved as presented to the board. (Schrader, Meagher;m/s/p)

**WARRANT 02 OF 2019:**

**GENERAL FUND     \$31,411.50    17-44**

**AIRPORT FUND     \$91,873.76    11-26**

**GENERAL FUND OUTSIDE     \$3,690.22    1**

**HIGHWAY FUND OUTSIDE     \$10,703.71**

**SEWER DISTRICT     \$220.45     1**

**TRUST AND AGENCY     \$13,961.91**

The above listed vouchers were approved for payment as presented to the Board (Meagher, Schrader;m/s/p)

**WARRANT 03 OF 2019:**

**GENERAL FUND     \$247,696.62    51-72**

**AIRPORT FUND     \$115,681.48    31-48**

**GENERAL FUND OUTSIDE     \$3,591.89    1-12**

**HIGHWAY FUND OUTSIDE     \$26,826.18    10-23**

**SEWER DISTRICT \$450.00 2**

**TRUST AND AGENCY \$28,147.03**

**PASSERO ASSOCIATES**

**FAA 3-36-0105-67-17 Environmental Assessment \$2,251.56**

**FAA 3.36-0105-68-18 Runway 5-23 Rehab \$20,000.00**

The above listed vouchers were approved for payment as presented to the board. (Meagher, Schrader;m/s/p)

## **AGENDA APPROVAL**

### **COMMUNITY GROUP:**

#### **SUPERVISOR:**

Updates from the Supervisor.

Thank you letter from the Lake Clear Association.

Thank you from Lake Colby Association

#### **PLEGE TO REDUCE ROAD SALT:**

A Memorandum of Understanding was presented to the Board for consideration.

The board authorized Supervisor Kilroy to sign the agreement and submit to Adirondack Action to show the Town of Harrietstown's support. (Meagher, Riley;m/s/p.)

#### **PAUL SMITHS COLLEGE TURF FIELD:**

The board was requested to send a letter of support to Senator Betty Little and Assemblyman Billy Jones in support of a Turf Field at the college. The board agreed to send a letter of support. (Riley, Schrader;m/s/p)

#### **BUILDINGS:**

Use of Town hall by Board of Elections Primary Day June 25, 2019 and Election Day November 5, 2019. The board okayed the request. (Meagher,Schrader;m/s/p)

#### **DEWEY MOUNTAIN:**

#### **HIGHWAY:**

Resolution for Shared Highway Services

#### **RESOLUTION # 3 OF 2019:**

**RESOLUTION AUTHORIZING TOWN SUPERVISOR TO SIGN A CONTRACT FOR SHARED HIGHWAY SERVICES ON BEHALF OF THE TOWN**

AT A MEETING of the Town Board of the Town of Harrietstown held at 39 Main Street, Saranac Lake, New York on the 14<sup>th</sup> day of February, 2019, upon calling of the roll by the Town Clerk the following members were:

Present: Supervisor Kilroy  
Councilman Riley  
Councilwoman Meagher  
Councilwoman Schrader

Absent : Councilwoman Mallach

The following resolution was offered by Councilman Riley who moved its adoption, and seconded by Councilwoman Meagher , to wit:

RESOLUTION authorizing the Town Supervisor to sign a contract on behalf of the Town to permit the Town Highway Superintendent to share services with highway department heads in other municipalities who possess similar authorization for the borrowing or lending of materials and supplies and the exchanging, leasing, renting or maintaining of machinery and equipment, including the operators thereof, for the purpose of aiding the highway department head in the performance of his duties.

Whereas, all municipalities, including the Town of Harrietstown, have the power and authority to contract with other municipalities for the purpose of renting, leasing, exchanging, borrowing or maintaining of machinery and equipment, with or without operators; and

Whereas, all municipalities, including the Town of Harrietstown, have the power and authority to borrow or lend materials and supplies to other municipalities; and

Whereas, it is hereby determined that the Town of Harrietstown and other municipalities have machinery and equipment which is not used during certain periods; and

Whereas, it is determined that the Town of Harrietstown and other municipalities often have materials and supplies on hand which are not immediately needed; and

Whereas, it is hereby determined that by renting, borrowing, exchanging, leasing or maintaining highway machinery and equipment and the borrowing or lending of materials and supplies, the Town of Harrietstown and other municipalities may avoid the necessity of purchasing certain needed highway machinery and equipment and the purchasing, or storing, of a large inventory of certain extra materials and supplies, thereby saving money for the taxpayers; and

Whereas, it is recognized and determined, from a practical working arrangement, that no program of borrowing, exchanging, leasing, renting or maintaining of highway machinery and equipment or borrowing or lending of materials can be successful if each individual arrangement or agreement must receive prior approval by the Town Board and the governing board of each of the other municipalities which may be parties to such agreements, since such agreements must often be made on short notice and at times when governing boards are not in session; and

Whereas, it is incumbent upon each municipality to design a simple method whereby materials, supplies, equipment and machinery, including the operators thereof, may be obtained or maintained with a minimum of paperwork and inconvenience and with a swift approval process; and

Whereas, it is the intent of the Town of Harrietstown Town Board to give the Town Superintendent of Highways the authority to enter into renting, exchanging, borrowing, lending or maintaining arrangements with the persons serving in similar capacities in other municipalities without the necessity of obtaining approval of the Town Board prior to the making of each individual arrangement; and

Whereas, a standard contract has been prepared which is expected to be adopted and placed into effect in other municipalities, and will grant the person holding the position comparable to that of the head of the highway department in each of those other municipalities the authority to make similar arrangements; and

Whereas, it is hereby determined that it will be in the best interests of the Town of Harrietstown to be a party to such shared services arrangements.

**NOW THEREFORE, BE IT RESOLVED** that the Town Supervisor of the Town of Harrietstown is hereby authorized to sign the following contract on behalf of the Town:

#### **“CONTRACT FOR SHARED HIGHWAY SERVICES**

“1. For purposes of this contract, the following terms shall be defined as follows:

“a) ‘Municipality’ shall mean any county, town or village which has agreed to be bound by a contract for shared services or equipment similar in terms and effect with the contract set forth herein, and has filed a copy of said contract with the Clerk of the Town of Harrietstown.

“b) ‘Contract’ shall mean the text of this agreement which is similar in terms and effect with comparable agreements, notwithstanding that each such contract is signed only by the chief executive officer of each participating municipality filing the same, and upon such filing each filing municipality accepts the terms of the contract to the same degree and effect as if each chief executive officer had signed each individual contract.

“c) ‘Shared Service’ shall mean any service provided by one municipality for another municipality that is consistent with the purposes and intent of this contract and shall include but not be limited to:

“i) the renting, exchanging, or lending of highway machinery, tools and equipment, with or without operators;

“ii) the borrowing or lending of supplies between municipalities on a temporary basis conditioned upon the replacement of such supplies or conditioned upon the obtaining of equal value through the provision of a service by the borrower or by the lending of equipment by the borrower, the value of which is equal to the borrowed supplies;

“iii) the providing of a specific service for another municipality, conditioned on such other municipality providing a similar service, or a service of equal value, in exchange.

“iv) the maintenance of machinery or equipment by a municipality for other municipalities.

“d) ‘Superintendent’ shall mean, in the case of a county, the county superintendent of highways, or the person having the power and authority to perform the duties generally performed by county superintendents of highways; in the case of a town, the town superintendent of highways; and in the case of a village, the superintendent of public works.

“2. The undersigned municipality has caused this agreement to be executed and to bind itself to the terms of this contract, and it will consider this contract to be applicable to any municipality which has approved a similar contract and filed such contract with the Clerk of the Town of Harrietstown.

“3. The Town of Harrietstown by this agreement grants unto the Town Superintendent of Highways the authority to enter into any shared service arrangements with any other municipality or other municipalities subject to the following terms and conditions:

“a) The Town of Harrietstown agrees to rent, exchange or borrow from any municipality any and all materials, machinery and equipment, with or without operators, which it may need for the purposes of the Town of Harrietstown. The determination as to whether such machinery, with or without operators, is needed by the Town of Harrietstown shall be made by the Superintendent of Highways. The value of the materials or supplies borrowed from another municipality under this agreement may be returned in the form of similar types and amounts of materials or supplies, or by the supply of equipment or the giving of services of equal value, to be determined by mutual agreement of the respective superintendents.

“b) The Town of Harrietstown agrees to rent, exchange or lend to any municipality any and all materials, machinery and equipment, with or without operators, which such municipality may need for its purposes. The determination as to whether such machinery or material is available for renting, exchanging or lending shall be made by the Superintendent of Highways. In the event the said Superintendent determines that it will be in the best interests of the Town of

Harrietstown to lend to another municipality, the said Superintendent is hereby authorized to lend to another municipality. The value of supplies or materials loaned to another municipality may be returned to the Town of Harrietstown by the borrowing municipality in the form of similar types and amounts of materials or supplies, or by the use of equipment or receipt of services of equal value, to be determined by the respective superintendents.

“c) The Town of Harrietstown agrees to repair or maintain machinery or equipment for any city/county/town/village under terms that may be agreed upon by the Highway Superintendent, upon such terms as may be determined by the Highway Superintendent.

“d) An operator of equipment rented or loaned to another municipality, when operating such equipment for the borrowing municipality, shall be subject to the direction and control of the superintendent of the borrowing municipality in relation to the manner in which the work is to be completed. However, the method by which the machine is to be operated shall be determined by the operator.

“e) When receiving the services of an operator with a machine or equipment, the receiving superintendent shall make no request of any operator which would be inconsistent with any labor agreement that exists for the benefit of the operator in the municipality by which the operator is employed.

“f) The lending municipality shall be liable for any negligent acts resulting from the operation of its machinery or equipment by its own operator. In the event damages are caused as a result of directions given to perform work, then the lending municipality shall be held harmless by the borrowing municipality.

“g) Each municipality shall remain fully responsible for its own employees, including salary, benefits and workers compensation. Each municipality shall be liable for salaries and other compensation due to their own employees for the time the employees are undertaking a joint service pursuant to this contract, however the borrowing municipality shall reimburse the lending municipality for actual and necessary expenses upon receipt of written notice of such claim.

“4. The renting, borrowing, leasing, repairing or maintaining of any particular piece of machinery or equipment, or the exchange or borrowing of materials or supplies, or the providing of a specific service, shall be evidenced by the signing of a memorandum by the Town Superintendent of Highways. Such memorandum may be delivered to the other party via mail, personal delivery, facsimile machine, or any other method of transmission agreed upon. In the event there is no written acceptance of the memorandum, the receipt of the materials or supplies or the acceptance of a service shall be evidence of the acceptance of the offer to rent, exchange or lend.

“5. In the event any shared services arrangement is made without a memorandum at the time of receipt of the shared service, the superintendent receiving the shared service shall, within five days thereof, send to the provider a memorandum identifying the type, time and date of the acceptance of the repair or maintenance shared service. In the event such shared service related

to or included any materials or supplies, such memorandum shall identify such materials or supplies and the time and place of delivery.

“6. In the event a municipality wishes to rent machinery or equipment from another municipality or in the event a municipality wishes to determine the value of such renting for the purposes of exchanging shared services of a comparable value, it is agreed that the value of the shared service shall be set forth in the memorandum.

“7. All machinery and the operator, for purposes of workers compensation, liability and any other relationship with third parties, except as provided in paragraph e of section three of this agreement, shall be considered the machinery of, and the employee of, the municipality owning the machinery and equipment.

“8. In the event machinery or equipment being operated by an employee of the owning municipality is damaged or otherwise in need of repair while working for another municipality, the municipality owning the machinery or equipment shall be responsible to make or pay for such repairs. In the event machinery or equipment is operated by an employee of the borrowing, receiving or renting municipality, such municipality shall be responsible for such repairs.

“9. Records shall be maintained by each municipality setting forth all machinery rentals, exchanges, borrowings, repair or maintenance and other shared services. Such records will be available for inspection by any municipality which has shared services with such municipality.

“10. In the event a dispute arises relating to any repair, maintenance or shared service, and in the event such dispute cannot be resolved between the parties, such dispute shall be subject to mediation.

“11. Any party to this contract may revoke such contract by filing a notice of such revocation. Upon the revocation of such contract any outstanding obligations shall be settled within thirty days of such revocation unless the parties with whom an obligation is due agree in writing to extend such date of settlement.

“12. Any action taken by the Town Superintendent of Highways pursuant to the provisions of this contract shall be consistent with the duties of such official, and expenditures incurred shall not exceed the amounts set forth in the Town budget for highway purposes.

“13. A record of all transactions that have taken place as a result of the Town of Harrietstown participating in the services afforded by this contract shall be kept by the Town Superintendent of Highways, and a statement thereof, in a manner satisfactory to the Town Board, shall be submitted to the Town Board semiannually on or before the first day of June, and on or before the first day of December, of each year following the filing of the contract, unless the Town Board requests the submission of records at different times and dates.

“14. If any provision of this contract is deemed to be invalid or inoperative for any reason, that part shall be deemed modified to the extent necessary to make it valid and operative, or if it

cannot be so modified, then it shall be severed, and the remainder of the contract shall continue in full force and effect as if the contract had been signed with the invalid portion so modified or eliminated.

“15. This contract shall be reviewed each year by the Town of Harrietstown and shall expire five years from the date of its signing by the Town Supervisor. The Town Board may extend or renew this contract at the termination thereof for another five year period.

“16. Copies of this contract shall be sent to the clerk and the superintendent of each municipality with which the Town Highway Superintendent anticipates engaging in shared services. No shared services shall be conducted by the Town Highway Superintendent except with the superintendent of a municipality that has completed a shared services contract and has sent a copy thereof to the clerk of his or her municipality and the Town Highway Superintendent.”

“IN WITNESS THEREOF, the said Town of Harrietstown has by order of the Town Board caused these presents to be subscribed by the Town Supervisor this 14th day of February, 2019.

ATTEST:

Town of Harrietstown, by:

\_\_\_\_\_  
Patricia A. Gillmett,  
Town Clerk”

\_\_\_\_\_  
Michael P. Kilroy, Town Supervisor

The Town Clerk is authorized and directed to file a copy of the foregoing contract as set forth in this resolution with the chief executive officer of the following municipalities:

<u>Town of Franklin</u>	<u>Town of Chateaugay</u>
<u>Town of Bangor</u>	<u>Town of Constable</u>
<u>Town of Bombay</u>	<u>Town of Dickinson</u>
<u>Town of Brandon</u>	<u>Town of Duane</u>
<u>Town of Brighton</u>	<u>Village of Chateaugay</u>
<u>Town of Burke</u>	<u>Village of Malone</u>
<u>Village of Brushton</u>	<u>Town of Fort Covington</u>
<u>Village of Burke</u>	<u>Town of Malone</u>
<u>Town of Moira</u>	<u>Town of Waverly</u>
<u>Town of Westville</u>	<u>Franklin County</u>
<u>Town of Brighton</u>	<u>Village of Saranac Lake</u>
<u>Town of St. Armand</u>	<u>Village of Tupper Lake</u>
<u>Town of Tupper Lake</u>	<u>Town of Santa Clara</u>

This resolution shall take effect immediately.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call which resulted as follows:

Supervisor Kilroy	Aye	_____	Councilman Riley	Aye
Councilwoman Meagher	Aye		Councilwoman Schrader	Aye
Councilwoman Mallach	Excused			

### **AIRPORT::**

Airport Summary Report two

### **Vestibule Heater Terminal Building:**

The board approved replacing the vestibule heater at a cost of \$2,964.00 for Hyde Fuel. (Riley, Meagher;m/s/p)

### **Hershey Airport Conference:**

Prior approval was given for Airport Manager to attend the conference March 26-29<sup>th</sup>, 2019 in Hershey Pennsylvania. This is to include all reasonable and allowable expenses. (Meagher, Schraderm/s/p)

### **Café Freezer:**

The board agreed to the purchase of a freezer for the airport café. The price is \$2,098.00 from Katom Restaurant Supply. (Riley, Meagher;m/s/p)

### **Snow Symposium:**

Prior approval was given for two airport employees to attend the Snow Symposium in Buffalo, New York April 26-30<sup>th</sup>.2019. This is to include all reasonable and allowable expense. (Meagher, Schrader;m/s/p)

### **Advocacy Day:**

Prior approval was given for Airport Manager Hurwitch to attend NYAMA 's advocacy day March 18-19<sup>th</sup>, 2019. (Meagher,Schrader;m/s/p)

### **HOUSING AUTHORITY:**

### **SPECIAL DISTRICT:**

### **BUSINESS PARK:**

Mountain Hooves and Paws would like to use property at the Business Park for canine training lessons for the public. The board has some questions and Supervisor Kilroy will talk to the people and get more information.

**CODE/ZONING:**

**COMMENTS FROM BOARD MEMBERS:**

**ADJOURN:**

There being no further business before this board a motion was made to adjourn at 5:50 P.M.  
(Riley, Schrader;m/s/p)