

The regular monthly meeting for the Town of Constable was held on April 11, 2019 at 7:00 pm. Members present were Councilman Patterson and Wilson, Councilwoman Lemire, Supervisor Onufer, Town Clerk Prue, Code Officer Halley and Highway Superintendent Martin. Councilman Leahy was absent.

Guests present were Tech Support, Dalton Patterson, Joe Lewis, Rec Park Director, Town Assessor, Jim Lester, F.C.S.W.M.A. Rep Ted Robideau and Madison Premo (Penny Premo, Madison's Mother) and Bethany Poirier, potential lifeguards.

A motion was made by Councilman Patterson and seconded by Councilman Wilson to accept the March 14, 2019 Regular meeting minutes, motion carried.

Councilman Wilson came in ½ hour early to audit the Supervisor's Books.

### **F.C.S.W.M.A.**

Supervisor Onufer reported that no funds have been received for the previous quarter.

Ted reported that George Eades has officially retired and Todd has taken over the position and is doing a great job.

Supervisor Onufer reported that the Town of Westville has agreed to extend their contract with the land fill for an additional 5 years, under the current contract. A motion was made by Councilman Wilson and seconded by Councilwoman Lemire to do the same as Westville and Supervisor Onufer to notify the Town Attorney of this matter.

### **CODE OFFICER**

Code Officer Halley gave his report for 03/11/2019 – 04/10/2019.

Gordie reported that he went by the Taylor Rd. and there is still a lot of stuff there. Sand Rd. property nothing new to report and that he has sent paperwork to the owner of 449 Miller Road and he has had no response.

Gordie reported that he has been by a few of properties on the list from the assessors and that some are the Adirondack Buildings and did not require a building permit.

OYA Solar Project, nothing new to report.

A motion was made by Councilman Patterson and seconded by Councilwoman Lemire to accept the Code Officer's report, motion carried.

## **Rec Park**

Nothing new to report on the chlorinator.

Supervisor Onufer reported that the application for the \$950.00 grant with Franklin County has been submitted.

Supervisor Onufer reported that 4 of the 5 lifeguards are returning for this summer. At the meeting were, Madison Premo and Bethany Poirier, who were applying for the lifeguard position. Bethany will have WSI Certification by the time the park opens for the season. A motion was made by Councilman Wilson and seconded by Councilwoman Lemire to approve the hiring of Madison and Bethany as lifeguards for this summer, motion carried.

May 25<sup>th</sup> between 9:00 am – 12:00 pm, has been set for the Park Clean up date. Supervisor Onufer read a list of things that have to be done at the Park before it can open in July.

## **Highway**

Highway Superintendent Martin gave his fuel usage report for March.

Motion made by Councilman Patterson seconded by Councilwoman Lemire to accept the Highway Superintendent's report, motion carried.

Highway Superintendent Martin reported that all the highway dept. employees passed their drug test and Larry has certificates for them.

Highway Superintendent Martin reported that he received quotes for the Security system at the Highway Garage. They read as follows:

- |                      |            |                               |
|----------------------|------------|-------------------------------|
| 1. All Tech          | \$1,489.39 | \$25.00/Month Maintenance Fee |
| 2. Adirondack Alarms | \$1,145.00 | \$20.00/Month Maintenance Fee |
| 3. NCC Systems       | \$1,350.00 | \$20.00/Month Maintenance Fee |

A motion was made by Councilwoman Lemire and seconded by Councilman Wilson to award the bid to Adirondack Alarms, motion carried.

At a regular meeting of the Town Board of the Town of Constable duly held at 7:00 PM in such Town of Constable on the 11<sup>th</sup> day of April 2019. Upon the calling of the roll by the Clerk the following members present were:

Present: Councilwoman Lemire, Councilman Patterson and Wilson, and Supervisor Onufer.

Absent: Councilman Leahy the following Resolution #6-2019 was offered by adoption by Councilman Wilson, which resolution was seconded by Councilwoman Lemire,

Resolution authorizing the Chief Executive Officer to sign a contract on behalf of the Town to permit the highway department head to share services with the highway department head 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/her duties.

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

Whereas, all municipalities, including the Town of Constable, 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 Constable and other municipalities have machinery and equipment which is not used during certain periods, and;

Whereas, it is determined that the Town of Constable 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 materials and supplies, the Town of Constable and other municipalities may avoid the necessity of purchasing certain needed highway machinery and equipment and the purchasing of or storing a large inventory of certain extra materials and supplies, thereby saving the taxpayers money, and;

Whereas, it is recognized and determined, from practical working arrangement, that no program of borrowing, exchanging, leasing, renting or maintaining highway machinery and equipment or borrowing or lending materials can be successful if each individual arrangements or agreement has to receive prior approval by the Town governing 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 and supplies, equipment and machinery, including the operators thereof, may be obtained or maintained with minimum of paperwork and inconvenience and with a swift approval process, and;

Whereas, it is the intent of the Town of Constable to give the head of the highway department 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 Governing Board prior to the making of each individual arrangements;

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, authority to make similar arrangements, and;

Whereas, it is hereby determined that it will be in the best interest of the Town of Constable to be a party to such shared services arrangements;

Now, Therefore, Be It Resolved that the chief executive officer or Supervisor is hereby authorized to sign on behalf of the Town, the following contract:

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

1. For purposes of this contract, the following terms shall be defined as follows.
  - a. "Municipality" shall mean any city, 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 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 undersigned town.
  - 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 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 provisions 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 city, the head of the department of public works; 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 superintendent of highways; in the case of a town, the town superintendent of highways; 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 undersigned municipality.
  3. The undersigned municipality by this agreement grants unto the superintendent, 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 Constable agrees to rent or 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 Constable. The determinations as to whether such machinery, with or without operators, is needed by the Town of Constable, shall be made by the superintendent. 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 Constable 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. In the event the superintendent determines that it will be in the best interest of the Town of Constable to lend to another municipality, the 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 Constable, by borrowing municipality in the form of similar types and amount 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 Constable agrees to repair or maintain machinery or equipment for any city/county/town/village under the terms that may be agreed upon by the superintendent, upon such terms as may be determined by the 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 complete. 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 or leasing, repairing or maintaining of any particular piece of machinery or equipment, or the exchanging or borrowing of materials or supplies, or the providing of a specific service shall be evidence by the signing of a memorandum by the superintendent. 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 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 an 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 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 or 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 the 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 or 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, borrowing, 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 parties with whom an obligation is due, agree in writing to extend such date of settlement.
12. Any action taken by the superintendent pursuant to the provisions of 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. The record of all transactions that have taken place as a result of the Town of Constable participating in the services afforded by this contract shall be kept by the Superintendent and a statement thereof, in a manner satisfactory to the Town Governing 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 time 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 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 Constable and shall expire five years from the date of its signing by the chief executive officer. The Town of Constable Board may extend or renew this contract at the termination thereof for another four-year period.

16. Copies of this contract shall be sent to the clerk and the Superintendent of each municipality with which the superintendent anticipates engaging in shared services. No shared services shall be conducted by the 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 superintendent.

IN WITNESS THEREOF, the said Town of Constable has order of the Town Board, caused these present to be subscribed by the Chief Executive Officer, and the seal of the Town to be affixed and attested by the Clerk thereof, this 11<sup>th</sup> day of April, 2019.

Town of Constable  
BY: Richard Onufer, Supervisor  
Chief Executive Officer

Susan Prue,  
Town Clerk

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

Town of Chateaugay    Town of Burke    Village of Malone  
Town of Malone    Town of Westville    Town of Fort Covington  
Town of Bangor    Town of Bellmont    Town of Bombay

This resolution shall take effect immediately.  
The vote having been taken upon such resolution the result was as follows:

<u>Board Member</u>	<u>YES</u>	<u>NO</u>
Michael Leahy <b>absent</b>	_____	_____

Melanie Lemire	<u>  X  </u>	_____
David Patterson	<u>  X  </u>	_____
Clyde Wilson		<u>  X  </u> _____
 <u>Chief Executive Officer</u>		
Richard Onufer		<u>  X  </u> _____

There being a majority of the Town Board voting to approve the resolution, the resolution was declared by the Chief Executive Officer to have been adopted.

I, Clerk of the Town of Constable hereby certify that the above is a correct text of the resolution adopted by the Town Board of the Town of Constable on the 11<sup>th</sup> day of April, 2019 and that the above is the complete and whole text of such resolution.

(Seal)

\_\_\_\_\_  
Susan Prue,  
Town Clerk

Motion made by Councilwoman Lemire, seconded by Councilman Wilson to accept the Supervisor’s Report - Highway Fund, motion carried.

A motion was made by Councilman Patterson and seconded by Councilwoman Lemire for Budget Amendment #1-2019 Highway Fund which reads as follows:

\$.02 from Account #DA5110.4 General Repairs – Cont. Exp.  
\$.02 to Account #DA9710.7 Debt Service Interest

Motion Carried.

Highway bills were audited and approved. 22-49

**TECHNICAL SUPPORT**

Dalton reported that the Website is progressing well and should be up and running very soon.

A motion was made by Councilwoman Lemire and seconded by Councilman Wilson to accept Dalton's report, motion carried. Councilman Patterson abstained from this vote.

### **CAPITAL PROJECTS**

Supervisor Onufer reported that our grant application is currently at 95% approval.

Nothing new to report on the DASNY Grant Application.

Supervisor Onufer presented the Capital Improvements Statement for all board members to review. A motion was made by Councilwoman Lemire and seconded by Councilman Leahy to accept statement, motion carried.

### **HUD**

No new projects at this time.

### **TOWN CLERK**

Motion made by Councilwoman Lemire, seconded by Councilman Patterson, to accept the Town Clerk's Report, motion carried.

### **Town Justice**

Supervisor Onufer reported Justice Wisnesky turned in \$281.00 for February 2019, a voucher was received in the amount of \$251.00 which was sent to the Justice Court Fund with the town keeping \$30.00. Justice Wisnesky turned in \$1,251.00 for March 2019, no voucher has been received yet.

### **Assessors**

Supervisor Onufer reported that the equalization rate is now 11.35% which is up from the previous rate of 11%.

Head Assessor, Jim Lester, reported that he is retiring at the end of 2019 and is not seeking re-election and will no longer be the Chairman of the Democratic Committee.

A motion was made by Councilman Patterson and seconded by Councilwoman Lemire to reduce the number of assessor's from 3 to 1, motion carried. Supervisor Onufer reported that he will turn this information over to the Town Attorney.

## **Supervisor**

Supervisor Onufer reported that on April 9, 2019 the Fire Dept. turned in their paperwork on the volunteer's medical evaluation.

The Fire Dept. turned in their actual expenses vs their actual budget for 2018.

Councilman Wilson to check with the Fire Dept. to see if we can do our Sexual Harassment Training at the Fire Dept.

Code of Ethics – tabled

Savings statement for March 2019 was reviewed by all board members present.

Trial Balance for March 2019 was reviewed by all board members present.

Supervisor's Report, General Fund presented and reviewed by all board members present, a motion was made by Councilwoman Lemire, seconded by Councilman Patterson to accept, motion carried.

A motion was made by Councilman Patterson and seconded by for Budget Amendment #1-2019 General Fund which reads as follows:

\$.83.11 from Account #A5132.4 Garage – Cont. Exp.

\$.83.11 to Account #A5132.2 General Equipment Exp.

Motion Carried

General bills were audited and approved. 49-65

Motion to adjourn was made by Councilman Patterson at 10:20 P.M., seconded by Councilwoman Lemire, motion carried.