

Denning Town Board Meeting Agenda

August 4th, 2015



Pledge of Allegiance.

Reading of Last Month's Minutes.

Correspondence.

COMMITTEE REPORTS:

- ⇒ Highway – Supt. of Highways Daniel Van Saders.
- ⇒ Planning Board.

Order of Business:

- Resolution No. 44 of 2015 Shared Services Contract

SUPERVISOR COMMENTS

BOARD COMMENTS

PUBLIC COMMENTS

ADJOURNMENT

Next Meetings: Regular Monthly Business Meeting at the Denning Town Hall
7:00 PM Tuesday, August 12th, 2015
Regular Monthly Meeting at the Denning Town Hall
7:00 PM Tuesday, September 1, 2015

The public may now correspond with the Town of Denning at
www.Denning.us The e-mail addresses are: TownHall@Denning.us
Supervisor@Denning.us Highway@Denning.us townclerk@denning.us

Resolution No. 44 of 2015
Denning Town Board Meeting
August 4th, 2105

Town of Denning:

Renewal of a CONTRACT FOR SHARED HIGHWAY SERVICES, Said contract was originally signed in June of 1997. Having been renewed in June of 2006.

1.) For the 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 set forth herein, and has filed a copy of said contract with the clerk of the undersigned city/county/town or village.

b.) "Contract" shall mean the text of this agreement which is similar in terms and effect with comparable agreements, notwithstanding that 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 a 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 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 to perform the duties generally performed by county superintendents 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 municipalities subject to the following terms and conditions:

a.) The Town of Denning 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 Denning. The determination as to whether such machinery, with or without operators, is needed by the Town of Denning, 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 Denning 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 interests of the Town of Denning to lend to another municipality, the superintendent is hereby authorized to lend to another municipality. The value of supplies or materials to be loaned to another municipality may be returned to the Town of Denning, 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 Denning agrees to repair or maintain machinery or equipment for any city/county/town/village under 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 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.

4.) The renting, borrowing or leasing, repairing or maintaining any piece of machinery or equipment, or the exchanging or borrowing of materials or supplies, or the providing of a specific service shall be evidenced 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 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 of the 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 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 superintendent 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 city/county/town/village budget for highway purposes.

13.) The record of all transactions that have taken place as a result of the Town of Denning 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 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 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 Denning and shall expire five years from the date of its signing by the Chief Executive Officer. The Town of Denning 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 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 Denning has by order of the Town Board, caused these presents to be subscribed by the Supervisor and Chief Executive Officer, and the seal of the Town to be affixed and attested by the Clerk thereof, this 5th day of August, 2015.

Town of Denning

By: _____
David Brooks, Town Supervisor

Joy Monforte, 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 Hardenburgh, Town of Olive, Town of Rochester, Town of Shandaken, Town of Wawarsing, Town of Esopus, Town of Woodstock, Town of Neversink, and County of Ulster Department of Highways and Bridges.

Motion to adopt and approve by Councilman Gregory Vurckio, 2nd by Councilman Paul Schoonmaker.

Roll Call Vote:

Councilman Mike Dean	AYE
Councilman Paul Schoonmaker	AYE
Councilman Kevin Smith	ABSENT
Councilman Greg Vurckio	AYE
Supervisor David Brooks	AYE

Motion carried following a unanimous roll call vote with one abstention.