

Regular Town Board Meeting held August 13, 2012 at 6:00 P.M. at the Town Hall

in Schroon Lake N.Y.

Present:

Town Supervisor: Michael Marnell

Councilpersons: Roger Friedman, Don Sage, Meg Wood and Clara Phibbs

Highway Superintendent: Dana Shaughnessy

Town Clerk: Patricia Savarie

Also Present: Rosemarie Ritson, Albert May, Marcia Hartnett, Dick Newell, Fran and Skip Mahler, Michele and William Trombley, Kate and John Huston, Foote Family, Bud Maxwell, Roger Mead, James OConnor and Mark Whitney

Supervisor Marnell called the meeting to order at 6:00 P.M. with a Pledge to the Flag.

Public Participation

Schroon Lake Fire Chief, Rodney Secor stated that the fire siren would still be blown at night on the recommendation of the Essex County Emergency Services because of liability issues. Rodney also stated that it would cause homeowners insurance to go up if you limit the fire siren.

Councilwoman Phibbs would like to thank Mr. Secor for coming to the meeting and informing the Board as to what is going on and for his volunteer time and for all the Firemen who give freely of their time.

Dog Sled Race Presentation

John Huston a member of the Schroon Lake Chamber of Commerce stated that the Chamber would like to host a Sled Dog Race with the Pennsylvania Sled Dog Club for February 8,9 and 10th 2013. The event would start at the Town Garage and take place on the west side of the Northway on the snowmobile trails. The Town would have to provide 6 to 8 foot wide groomed trails 5 to 8 miles long, plowed, large, private parking lot at trail head which will include port-a-johns and a dumpster. A shelter with electricity and a PA system for the timing crew at the start and finish line, at least 10 volunteers each day of the race with 4 to 5 snowmobiles and prior to the race 2 or 3 people with snow machines to assist the PSDC Trail Boss with trail marking. Purse money in the amount of \$3,500.00 will be provided by the Schroon Lake Chamber.

Resolution #153 Audit of Claim

Councilwoman Phibbs moved a resolution to pay the bills as reviewed, seconded by Councilman Sage; carried, Councilwoman Wood abstained.

General Fund \$71,437.93 Water \$6,366.60 Highway \$20,300.54

Sewer Project II \$1,277.50 Sewer \$5,634.80 CDBG RLF \$864.22

Resolution #154 Approval for Supervisor to Sign Lease Agreement

Councilman Friedman moved a resolution to approve Supervisor Marnell to sign the lease agreement for a new 2013 Tandem Truck with Viking Plow Equipment in the amount of \$187,534.00 between Kansas State Bank of Manhattan and the Town of Schroon, seconded by Councilman Sage; carried Councilwoman Phibbs abstained.

Resolution #155 Re-New Agreement with LC-LG Regional Planning Board for RLF

Councilman Friedman moved to re-new the agreement with LC-LG Planning Board for the Revolving Loan Fund with the amended change of deleting D out of the contract which states; Reconciliation of monthly bank statements by LCLGRP, seconded by Councilman Sage; carried Councilwoman Wood abstained.

Resolution #156 Cindy Anslow hired for Court Clerk as needed basis

Councilman Sage moved to hire Cindy Anslow as Court Clerk to fill in when needed at the rate of \$13.13 an hour, seconded by Councilman Friedman; carried.

Resolution #157 Change October Town Board Meeting

Councilwoman Wood moved a resolution to change the regular Town Board Meeting for October from October 8, 2012 to **October 4, 2012 at 6:00 P.M.**, seconded by Councilman Friedman; carried.

Resolution #158 Approval of Minutes

Councilman Friedman moved a resolution to accept the minutes of July 9, 2012 at 6:00 p.m. with an addition thanking Pat Savarie for putting together the Youth Calendar for the summer season second by Councilman Sage; carried.

Update on Cedar Hill Drive

Councilwoman Wood stated that she had attended a meeting July 30th at the county to meet with IDA members and the attorneys. Both attorneys agreed that it was a shame that Cedar Hill Drive was

the road into the Industrial Park but that there was nothing anyone can do. This still is not the Towns issue. Letters were hand delivered to all the parties that were concerned.

Town of Schroon Assuming Possession of the Protestant Cemetery

Supervisor Marnell spoke with Ruth Wemett, who is a member of the Protestant Cemetery Corporation, Ruth stated that the Protestant Cemetery Corporation will be dissolving and the Town of Schroon will assume possession of the Cemetery. Sam Foote would like to do an Eagle Scout project called The Schroon Lake Protestant Cemetery Refurbishment Project. Sam would like to raise money to replace the existing 800' fence around the cemetery, fill in sunken graves, re-set headstones and clean up brush and other debris around the cemetery. Supervisor Marnell stated he would like to see the Town of Schroon restore the cast iron fence that is there with cleaning, re-welding and painting the fence in house or possible get a price on replacing it with a white vinyl fence. Supervisor Marnell will get a price on the fencing and get back to the Board.

Paradox Weir Project

Supervisor Marnell stated that the Paradox Lake Weir is complete and there is just clean up left with grading and seeding to be done. The good news is that the project came under budget. Supervisor Marnell and the Town Board would like to extend a special thank you to Roger Mead and Bud Maxwell for all their volunteer work on this and also Doug Kaufman. A letter of appreciation will be going out to everyone involved.

Resolution #159 Shared Services

Resolution #159 of 2012

Authorizing the Supervisor to Sign a Contract

For Shared Water/Sewer and Highway Services on Behalf of the Town of Schroon

At a regular meeting of the Town of Schroon Town Board held at the Town Hall on August 13, 2012, Upon the calling of the roll by the Clerk, the following members were present: Supervisor Michael Marnell, Councilman Friedman, Councilman Phibbs, Councilman Sage and Councilman Wood

The following resolution was offered for adoption by Councilman Friedman which resolution was seconded by Councilwoman Wood and unanimously carried it was

RESOLVED that the Supervisor be authorized to sign a contract on behalf of the Town of Schroon to permit the water, sewer and highway department heads to share services with the water, sewer and highway department 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 water, sewer and highway department heads in the performance of his/her duties and ;

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

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

WHEREAS, it is determined that the Town of Schroon 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 water, sewer and highway equipment and the borrowing or lending of materials and supplies, the Town of Schroon and other municipalities may avoid the necessity of purchasing certain needed water, sewer and 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 the practical arrangement that no program of borrowing, exchanging, leasing, renting or maintaining of water, sewer and highway machinery and equipment or borrowing or lending of materials can be successful if each individual arrangement 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 much 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 a minimum of paperwork and inconvenience and with a swift approval process; and

WHEREAS, it is the intent of the Town of Schroon to give the heads of the water, sewer and highway departments 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; 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 water, sewer and highway departments, authority to make similar arrangements; and

WHEREAS, it is hereby determined that it will be in the best interest of the Town of Schroon to be a party to sign shared services arrangements; and

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

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 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 Services" 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 water, sewer and 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 water, sewer and highways, or the person having the power and authority to perform the duties generally performed by county superintendents of water, sewer and highway; in the case of a town, the town superintendent of highway, water and sewer; in the case of a village, the superintendent of public works.
2. The Town of Schroon 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 Town of Schroon 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 Schroon 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 Schroon the determination as to whether such machinery, with or without operators, is needed by the Town of Schroon 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 equal value, to be determined by mutual agreement of the respective superintendents.
 - b. The Town of Schroon 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 Town of Schroon 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 Schroon by the borrowing municipality in the form of similar types and amounts of materials or supplies, or by the use of equipment or receipts of services of equal value to be determined by the respective superintendents.
 - c. The Town of Schroon 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 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 worker's compensation.

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 evidenced by the signing of a memorandum by the superintendent. Such memorandum maybe 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 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 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, 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 Town of Schroon budget for water, sewer and highway purposes.
13. The record of all transactions that have taken place as a result of the Town of Schroon 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 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 Schroon and shall expire ten years from the date of its signing by the Supervisor, the Town Board may extend or renew this contract at the termination thereof for another ten-year period.
16. Copies of this contract shall be sent to the Town Clerk and the WWTP/Water Supervisor and Highway 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 service contract and has sent a copy thereof to the clerk of his or her municipality and the WWTP/Water and has sent a copy thereof to the clerk of his or her municipality and the WWTP/Water and Highway Superintendent.

Bulky Item Card for 2013

Supervisor Marnell stated he would like to discontinue the Bulky Item Card being sent out in the taxes. He suggested that the Town of Schroon go back to doing a couple of week-ends a year and that this would be a better way to control it so that it is not misused. He would like the Board to be thinking of a better way in the next couple of months.

Budget Workshops

SPECIAL TOWN BOARD MEETINGS
BUDGET WORKSHOPS ALL AT 1:00 P.M.
THURSDAY, OCTOBER 11, 2012
MONDAY, OCTOBER 15, 2012
MONDAY, OCTOBER 22, 2012
AND IF NECESSARY THURSDAY, OCTOBER 25, 2012

Thank You to Men’s Golf League

Supervisor Marnell would like to thank the Schroon Lake Golf Course Men’s Golf League for the donation of a new Gas Grill for the Golf Course.

Resolution #160 Plan for Space Needs

Councilman Friedman moved a resolution to have C.T. Male do a proposal **for the cost** of the interior schematics of the Town Hall for the expansion of the Court Rooms and Library, seconded by Councilman Sage; carried.

Roll Call Vote

Supervisor Marnell	Aye
Councilman Friedman	Aye
Councilwoman Wood	Aye
Councilwoman Phibbs	Nay
Councilman Sage	Aye

Public Notice

**TOWN OF SCHROON
PUBLIC NOTICE
THE TOWN OF SCHROON PUBLIC BEACH
WILL BE CLOSING AT 1:00 P.M. SATURDAY,
SEPTEMBER 1, 2012
TO SET UP FOR FIREWORKS**

Public Participation

James O'Connor commended the Board for the handicap path down to the beach and suggested pruning the four trees on the south end of the path and stated he would be glad to help pay for it.

Supervisor Marnell thanked James for his offer and stated he was aware of it and that the Town would be taking care of it.

Supervisor Marnell moved to adjourn at 7:40 P.M., seconded by Councilwoman Wood; carried.

I, Patricia J. Savarie, do hereby certify the foregoing to be a true and correct transcript from the minutes now on file in my office and of the whole such original minutes.

Dated: August 17, 2012

Town Clerk