

The regular meeting of the Town Board of the Town of Stamford was held on June 9, 2010 at 7:00 P.M. at the Town of Stamford Municipal Building with the following present:

Supervisor-Michael Triolo  
Councilperson-Rudy Stripp  
Councilperson-Bette Jayne Spinney  
Councilperson-Daniel Deysenroth  
Councilperson-Christopher Gaddis  
Hwy. Supt. John A. Rice, Jr.

Also present: Tim Moretti

A MOTION was made by Bette Jayne Spinney and seconded by Daniel Deysenroth to approve the minutes of the previous meeting. ALL AYE votes cast, MOTION carried.

A MOTION was made by Rudy Stripp and seconded by Christopher Gaddis to approve the Supervisor's monthly report. ALL AYE votes cast, MOTION carried.

A MOTION was made by Rudy Stripp and seconded by Daniel Deysenroth to approve Highway bills abstract no. 6, dated June 9, 2010, claim nos. 77 – 92 in the amount of \$9,094.70. ALL AYE votes cast, MOTION carried.

A MOTION was made by Bette Jayne Spinney and seconded by Christopher Gaddis to approve General bills abstract no. 6, dated June 9, 2010, claim nos.98 – 119 in the amount of \$7,618.60. ALL AYE votes cast, MOTION carried

Highway Supt. John Rice gave the following report:

- Mowing roadsides with new tractor
- Cutting brush
- Will grade dirt roads next week
- Filling potholes
- Will prepare bid specifications for replacing a portion of the old garage roof and windows

Supv. Triolo received correspondence from the Robinson Broadhurst Foundation awarding a grant to the town for \$100,000. toward the price of a new truck and to the Stamford Cemetery for a total of \$10,000., \$6,000. for continued maintenance and \$4,000. toward the purchase of new lawn mower.

Councilperson Daniel Deysenroth is in charge of replacing the picnic table and any equipment that is needed at the South Kortright playground.

The joint meeting of the Towns of Stamford, Harpersfield, Kortright, Jefferson, and Gilboa, Stamford Rural Fire District and Village of Stamford held on June 2, 2010 was discussed. Another meeting will be held in July followed by a public hearing. The proposed starting date of the joint fire district is Jan. 1, 2011.

RESOLUTION NO. 13-2010 was introduced by Bette Jayne Spinney and seconded by Rudy Stripp:

BE IT HEREBY RESOLVED that we approve the following contract:

**RESOLUTION AUTHORIZING CHIEF EXECUTIVE OFFICER TO SIGN A CONTRACT FOR SHARED HIGHWAY SERVICES ON BEHALF OF THE TOWN OF STAMFORD**

At the regular meeting of the Town Board of the Town of Stamford duly held at the Stamford Municipal Building 101 Maple Ave. Hobart, NY in such town of the 9<sup>th</sup> day of June, 2010. Upon the calling of the roll of the Clerk the following members were:

Present: Supv. Michael Triolo, Councilpersons Rudy Stripp, Bette Jayne Spinney, Daniel Deysenroth and Christopher Gaddis

Absent: None

The following resolution was offered for adoption by Bette Jayne Spinney, which resolution was seconded by Rudy Stripp.

Resolution authorizing the Town Supervisor to sign a contract on behalf of the Town of Stamford 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 duties.

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

Whereas, it is determined that the Town of Stamford 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 Stamford 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 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 has to receive prior approval by the Board of the Town of Stamford 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 a minimum of paperwork and inconvenience and with a swift approval process, and;

Whereas, it is the intent of the Town of Stamford to give the Highway Superintendent 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 Board of the Town of Stamford 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 Highway Superintendent, authority to make similar arrangements, and;

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

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

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

a. "Municipality" shall mean any city, county, town 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 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 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 the 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 municipalities or other municipalities subject to the following terms and conditions:
  - a. The Town of Stamford 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 Stamford. The determination as to whether such machinery, with or without operators, is needed by the Town of Stamford, 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 Stamford 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 Stamford 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 Stamford, 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 Stamford 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 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 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 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 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 budget for highway purposes.
13. The record of all transactions that have taken place as a result of the Town of Stamford participation 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, the 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 Stamford and shall expire five years from the date of its signing by the chief executive officer. The Town of Stamford 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 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 municipality and the superintendent.

IN WITNESS THEREOF, the Town of Stamford has by order of the town board, caused these presents to be subscribed by the Chief Executive Officer, and the seal of the Town to be affixed and attested by the Clerk thereof, this 9<sup>th</sup> day of June, 2010.

Town of Stamford

By: \_\_\_\_\_  
Michael Triolo, Town Supervisor

Attest: \_\_\_\_\_  
Diane S. Grant, 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 Roxbury	Town of Kortright	Town of Harpersfield
Village of Stamford	Village of Hobart	County of Delaware
Town of Bovina		

This resolution shall take effect immediately.



The vote having been taken upon such resolution the result was as follows:

Board Member	Yes	No
Rudy Stripp	X	
Bette Jayne Spinney	X	
Daniel Deysenroth	X	
Christopher Gaddis	X	
Town Supervisor		
Michael Triolo	X	

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

I, Clerk of the Town of Stamford hereby certify that the above is a correct text of the resolution adopted by the Town Board of the Town of Stamford on the 9th day of June, 2010 and that the above is the complete and whole text of such resolution.

(Seal)

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Town Clerk

The foregoing RESOLUTION WAS DULY PUT TO A VOTE WHICH resulted as follows:

AYES: Michael Triolo Rudy Stripp-Bette Jayne Spinney  
Daniel Deysenroth-Christopher Gaddis

NOES: None

Said RESOLUTION was thereupon declared duly adopted.

The Comprehensive Plan was further discussed. The committee began with twenty members and is now at seven members. Approximately 200 surveys have been returned.

A MOTION was made by Rudy Stripp and seconded by Michael Triolo to adjourn this meeting at 7:55 P.M. The next regular meeting will be held on July 14, 2010 at 7:00 P.M. at the Town Municipal Building, 101 Maple Ave., Hobart, New York.

WE, the undersigned members of the Town Board of the Town of Stamford,  
Delaware County, New York, do hereby certify that we have examined the minutes of the  
previous meeting and found them to be correct and accurate as recorded.

Supervisor\_\_\_\_\_

Councilperson\_\_\_\_\_

Councilperson\_\_\_\_\_

Councilperson\_\_\_\_\_

Councilperson\_\_\_\_\_

Attest\_\_\_\_\_

Town Clerk