



# The Town of Franklin

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[Board Meetings](#)
[Town Budget](#)
[Laws & Forms](#)
[Newsletter](#)
[Public Notices & Bid Info](#)
[History, Photos & Maps](#)
[Property Assessments](#)
[Energy](#)
[Events, Recreation & Kate Mtn Park](#)
[Area Businesses](#)
[Town Journals](#)
[Emergency Preparedness](#)

## Town of Franklin Board Meeting

### April 10, 2006

The Town of Franklin Town Board held a regularly-scheduled Board Meeting on Monday, April 10, 2006 at 7:00 pm at the Franklin Town Hall in Vermontville, NY.

#### Board members present:

Supervisor Mary Ellen Keith  
Councilman Gene Goff  
Councilman Tim Goff  
Councilwoman Janet Ordway

#### Board members absent:

Councilman Walt Kretser

#### Others present:

Deputy Hwy Supt. Eric Merrill  
Town Clerk Sandra Oliver  
Rick Gonyea  
Frank Karl  
Carmen and Norma Longo  
Jean Baltzly

#### CALL TO ORDER

Supervisor Keith called the meeting to order at 7:00 pm. The Pledge of Allegiance was recited; the Town Clerk called the roll and stated a quorum was present.

#### MINUTES

The minutes of the March 13 monthly and March 20, 2006 special board meetings were accepted as presented.

(T.Goff-M.Keith m/s/p) ALL AYE

## PAYMENT OF BILLS

The following claims were presented and reviewed by the Board:

General	Warrant #4	Claims 57-79	\$7,226.47
Highway	Warrant #4	Claims 33-46	\$4,984.97
Prepay General	Warrant #3	Claims 33-36	\$785.60

Coun. G. Goff stated he was very pleased with the hard work, professionalism and cost-tracking done by the Highway Dept. and commended Highway Superintendent Rascoe and Deputy Highway Supt. Eric Merrill on their diligence. Motion to pay approved bills (T.Goff-J.Ordway m/s/p) ALL AYE

## SUPERVISOR'S REPORT

Balances as of March 31, 2006

<b>General Fund</b>	CK	\$20,972.21
	SV	\$64,183.42
	CLASS	\$257,821.06
<b>Highway Fund</b>	CK	\$395.87
	SV	\$100,933.88
	CLASS	\$369,918.83
	Cap Proj Hwy	56,258.16
<b>Landfill</b>	CK	\$89.67
	CLASS	\$69,731.37
<b>Fire</b>	CK	\$826.30
	CLASS	\$4,409.08
<b>Cap. Building</b>	CLASS	\$117,676.72

Note was made that ending balance dates of the Landfill Closure Capital Reserve accounts should be changed from February 28, to March 31, 2006. Accept Supervisor's Report as amended. (J.Ordway-G.Goff m/s/p) ALL AYE

## OPENING OF BIDS

The Town Clerk opened sealed bids for surplus equipment, the Highway Dept. 1986 Backhoe, the General Fund 1998 Chevrolet pickup and the Highway Dept. 2000 Chevrolet pickup. The Board determined the vehicles would be awarded to the highest bidder and deadline for payment by certified check or cash was set for Monday, April 17, 2006. (G.Goff-T.Goff m/s/p) ALL AYE

### Successful bidders were:

<b>1986 Backhoe</b>	\$12,500.00	Steven Callahan, Willsboro, NY
<b>2000 Chevrolet</b>	\$6,525.00	Glenn Monto
<b>1998 Chevrolet</b>	\$2,600.00	James Smith, Jr.

The Town Clerk was asked to notify all bidders and arrange for payment and transport of the vehicles.

## HIGHWAY REPORT

1. Current Projects. Highway Superintendent James Rascoe is on vacation. Deputy Highway Superintendent Eric Merrill reported the department was keeping very busy cleaning culverts and cleaning and painting trucks and plows. They will start brooming the roads next week. Some dirt roads, especially Goldsmith and Garden are in rough shape.

2. New Hires. Chris Nichols and Eric Suojanen have been hired.

3. Rough Roads. Bumps and heaves in Town roads have been flagged.

4. Permanent Markers for Bumps. Mr. Merrill emphasized the need for a permanent orange marker on Fletcher Farm Road just before the steel bridge. The bump persists no matter the weather or temperature. The Board concurred and requested he ascertain the cost of the markers.

Supervisor Keith noted that the Deputy Highway Superintendent was doing a very good job. The payroll went through fine and the vouchers had been taken care of without problems. Coun. G.Goff said the Garage building was looking very good and invited all town residents to inspect it.

## HIGHWAY COMMITTEE

1. 2004 Road Reclamation Project. Coun. Gene Goff reported he had taken photographs of the work performed by N.J. Brunell in 2004 on Cold Brook Road. The Board agreed it had no problem with the reclamation work but that the topping was minimal. When Alder Brook Road is broomed, he will photograph portions of it. Although the former highway superintendent had approved the work as "substantially complete", the Highway Committee is not satisfied with the job. Coun. G. Goff emphasized the necessity to force the contractor to complete the work. The matter was tabled to the May meeting.

2. Speed Limits. Coun. Gene Goff inquired whether the NYS Dept. of Transportation had ever erected the agreed-upon speed limit signs on Route 3 just before the Rec Park. Supervisor Keith will follow up.

3. NYS Dept. of Transportation Correspondence. Town resident Charles Gardephe sent a letter to DOT Engineer Robert Haynes expressing concern over the frost heaves on Route 3, and Mr. Haynes replied, copying Supv. Keith. In his letter Mr. Haynes explained the procedure involved in posting the highway "rough road". Supervisor Keith noted that the Town Board corresponded with Mr. Haynes' superior requesting the posting of State Route 3, which was accomplished within a week of the Board's letter.

## RICK GONYEA

Mr. Gonyea is a member of Citizens' Advancement for Retail Development ("CARD"). This organization was organized several years ago following the closing of Ames Department Store to encourage a replacement department store for the area. CARD supports the possible introduction of a Wal-Mart store in the Village of Saranac Lake, and Mr. Gonyea asked the Town Board for (1) a resolution supporting a Wal-Mart store, or (2) permission to hold a public information meeting at the Town Hall. After some discussion, the Board determined it would not adopt a resolution concerning private enterprise in another municipality. However, Mr. Gonyea was encouraged to arrange a public information session at the Vermontville Town Hall and invite Town of Franklin residents and the mayor and trustees of the Village of Saranac Lake. (G.Goff-T.Goff m/s/p) ALL AYE.

The Board thanked Mr. Gonyea for his presentation, and Mr. Gonyea thanked the Board for permission to hold a public information meeting.

## OLD BUSINESS

1. Contract with Yellow Wood Assocs., Inc.. At the April 3, 2006 special meeting, Supervisor Keith received authorization to execute the contract with Yellow Wood Associates concerning their survey of the Town's infrastructure. However, the proposal submitted by Yellow Wood contained two options, one regarding lavatory facilities at the Rec Park and the other to investigate an oil/water separator at the Town Garage, each costing \$1,000. The Board determined it was only interested in the oil/water separator and authorized Supv. Keith to sign the Yellow Wood contract with that option. Motion for oil/water separation option (J.Orday-G.Goff m/s/p) ALL AYE

2. Intermunicipal Shared Services Agreements. The Town Clerk stated she received intermunicipal shared services agreements from nearby municipalities. She requested authorization from the Board to send reciprocal agreements for the 2006 season, and the Board concurred. Motion to forward agreements to participating municipalities (J.Orday-T.Goff m/s/p) ALL AYE

Supervisor Keith stated all the intermunicipal shared services agreements are slightly different; the Town of Franklin's form of agreement contains bookkeeping provisions of the Town's Highway Superintendent. The Clerk suggested a resolution deleting these provisions to bring the Town's

form of agreement into conformity with other municipalities and incorporating the bookkeeping provisions into a memorandum to the Highway Superintendent. Motion for resolution amending Intermunicipal Services Agreement (M.Keith-J.Ordway m/s/p) ALL AYE

**RESOLUTION NO. 25: AMEND TOWN'S FORM OF INTERMUNICIPAL SHARED SERVICES AGREEMENT** WHEREAS, the Town Board of the Town of Franklin adopted by resolution a form of intermunicipal shared services agreement; and WHEREAS, said agreement is not in conformance with other municipalities because of the Highway Department bookkeeping provisions contained therein; NOW, THEREFORE, BE IT RESOLVED, that Paragraph 13 (Town Highway Superintendent bookkeeping provisions) of the agreement is hereby deleted; and BE IT FURTHER RESOLVED, that the Town Board adopts the following form of agreement:

### **CONTRACT FOR SHARED SERVICES**

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

- a. "Designated Filing Agent" shall mean the central place where all similar contracts for highway shared services are filed as agreed upon by all participating municipalities.
- b. "Municipality" shall mean any city, county, town or village which has agreed to be bound by a contract of shared services identical in terms and effect with this contract and has filed a certified copy of a resolution to that effect within the designated filing agent as defined herein.
- c. "Contract" shall mean the text of this agreement which is identical in terms and effect with similar 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.
- d. "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 shall 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.
- e. "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 a county superintendent of highways; in the case of a town, "superintendent" shall mean the town highway superintendent, with prior approval of the town supervisor; in the case of a village, "superintendent" shall mean the superintendent of public works.

2. Agreement. 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 filed a similar contract in the

office of the designated filing agent and which has sent a notice of such filing to the officer signing this agreement and the Town Superintendent of Highways.

3. Terms. The undersigned municipality by this agreement grants unto the Town Highway Superintendent the authority, with prior approval of the Town Supervisor, to enter into any shared service agreement with any other municipalities subject to the following terms and conditions:

a. The Town of Franklin 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. The determination as to whether such machinery, with or without operators, is needed by the Town shall be made by the Superintendent. The value of 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 Franklin 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 interests of the Town of Franklin to lend to any other 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 Franklin 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 mutual agreement of the respective Superintendents.

c. 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.

d. 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.

e. 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 result of directions given to perform work, then the lending municipality shall be held harmless by the borrowing municipality.

f. Each municipality shall remain fully responsible for its own employees, including salary, benefits and workers compensation.

4. Renting, Borrowing or Leasing. The renting, borrowing or leasing 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 or by facsimile machine. In the event there is no written acceptance of the memorandum, the using of the machinery, 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. Memorandum Time Period. In the event any shared agreement is made without a memorandum at the time of receipt of the shared service, the Superintendent receiving the shared service shall within five (5) days thereof, send to the provider a memorandum identifying the type, time and date of the acceptance of the shared



service. In the event such shared service related to or included the receipt of any materials or supplies, such memorandum shall identify such materials or supplies and time and place of delivery.

6. Value. 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 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. Workers Compensation. 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 3 of this agreement, shall be considered the machinery and the employee of the municipality owning the machinery and equipment.

8. Damage. 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. Recordkeeping. Records shall be maintained by each municipality setting forth

- (a) all machinery rentals, exchanges, borrowings or other shared services, and
- (b) the identity and role of any private subcontractor participating in the services afforded by this contract.

Such records will be available for inspection by any municipality which has shared services with such municipality.

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

11. Revocation. Any part to this contract may revoke such contract by sending a notice of such revocation to the designated filing agent and a copy thereof to each participating municipality filing as required by paragraph 1 of this contract, within the definition of "Municipality". 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. Actions of Superintendent. 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. Filing Agent. Upon consultation with the municipalities in the region which may adopt similar agreements, the person who shall be designated as the filing agent shall be the Town Clerk.

14. If any provision of this agreement 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 or filed with the designated filing agent with the invalid portion so modified or eliminated.

15. Extension/Renewal. This contract shall be reviewed each year by the Town and shall expire five (5) years from the date of its signing by the chief executive officer. The Town Board may extend or renew this contract at the termination thereof for another five year period.

IN WITNESS WHEREOF, the said Town of Franklin has by order of the Town Board, caused these presents to be subscribed by the Supervisor, and the seal of the Town affixed and attested by the Town Clerk thereof, this \_\_\_ day of \_\_\_\_\_, 200\_\_\_. TOWN OF FRANKLIN

By: \_\_\_\_\_

Mary Ellen Keith, Supervisor

Attest: \_\_\_\_\_

Town Clerk

Those voting Aye:

Supervisor Mary Ellen Keith  
Councilman Gene Goff  
Councilman Tim Goff  
Councilwoman Janet Ordway

Those Voting Nay:

None

3. Update on DEC/Nature Conservancy Proposed Conservation Easement. Supervisor Keith and Councilman Walt Kretser met again with representatives of NYS Dept. Environmental Conservation and the Nature Conservancy. Supv. Keith was pleased with the results and commented that DEC is listening to the Town's concerns and have developed attractive plans that will accommodate handicapped individuals. No ATV trails have been planned yet, and DEC is meeting with representatives of snowmobile and ATV associations. Included in the plans are areas for fishing canoeing and hiking. Coun. Ordway inquired about horse trails, and Supv. Keith replied DEC did not say no. At the meeting Supv. Keith mentioned that DEC was not keeping track of stumpage under the Fisher Act and asked the department to monitor it more closely.

#### **Comments:**

a. Frank Karl stated DEC does not have best record for maintaining current facilities. He asked how the Town of Franklin would benefit from the proposed easement.

b. Coun. Ordway stated "actions speak louder than words."

Supervisor Keith indicated a beginning dialogue has been started.

#### **COMMITTEE REPORTS**

1. Recreation and Cemetery Committees. Coun. Tim Goff, the board liaison for both committees, asserted the need for a new, larger lawn mower before the summer begins. The Custodian spends 10 hours mowing the grass at the Rec Park and has little time to do anything else. Coun. T. Goff will obtain quotes.

2. Cemetery Committee. Coun. T. Goff stated in years past Agway had limed the lawn at the Town cemeteries. He proposed this process be started again, either this spring or next fall so that the grass will grow properly. He will obtain quotes.

3. Comments on Committee Reports. Rick Gonyea inquired if the Town uses inmate labor to maintain its lawns. Supervisor Keith reported that Highway Superintendent Rascoe had submitted his request to the new person in charge of inmate labor and also noted that the Town would make use of that labor force to cut brush. Frank Karl indicated he would be attending a meeting with all correctional facilities in a few days and will raise the subject at that time.

#### **QUESTIONS AND COMMENTS**

1. Local Government Conference. Supervisor Keith reported she had attended the Local Government Conference sponsored by the Adirondack Park Agency and indicated she had found it very interesting. The most heavily attended portion of the conference was on outdoor wood boilers, which a municipality's code enforcement officer must certify.

2. Use of Total Assessed Value in Calculating Charges. Frank Karl noted that the Village of Saranac Lake proposes to use total assessed value in calculating fees for ambulance/rescue, Franklin County uses it to calculate charges for elections and also for workers compensation. He emphasized the necessity to fight these proposals and urged all present to attend the meeting of the Franklin County Legislature when the election chargeback issue appears on its agenda. Supervisor Keith will contact Timothy Burpoe, and the Town Clerk will request the Clerk to the Legislature to fax copies of the agenda to the Town.

3. Town-Wide Yard Sale. Coun. Ordway announced Onchiota will again be holding a town-wide yard sale, probably the weekend following July 4th.

**ADJOURNMENT**

There being no further business to conduct, the meeting adjourned at 8:50 p.m. (G.Goff-J.Ordway m/s/p) ALL AYE

Respectfully submitted, Sandra J. Oliver, Town Clerk

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