



The Town of Franklin

P.O. Box 209, Route 3, Vermontville, NY 12989 • 518-891-2189 • Fax: 518-891-6389 • www.townoffranklin.com



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Town of Franklin Board Meetings

Minutes of the Monthly Town Board Meeting May 8, 2013 - 7:00 PM

Board Members Present:

Supervisor Arthur P. Willman, Jr.
Councilman Allen Berg
Councilman Clifford Smalley
Councilman Donald Hamm
Councilman Bradley Merrill

OTHERS PRESENT:

Highway Superintendent Jacques DeMars, Town Clerk Sandra Oliver, Deputy Hwy Supt Brian Snickles, Doris Hamm
, Frances Oliver , Glenn Swinyer, Mary Ellen Keith , Donna Buckley , David Whitson , Ed Martin

1. CALL TO ORDER

Supervisor Arthur P. Willman, Jr. called the meeting to order at 7:00 pm. The Pledge of Allegiance was recited, the Town Clerk called the roll and introduced guests and declared the full board was present.

2. QUESTIONS & COMMENTS

David Whitson stated he read the minutes of the April meeting on line and noted the problems mentioned about Town vehicles being used for personal matters. Over the past decade he has commented at Board meetings about so many Town vehicles parked at convenience stores, albeit prior to 2009 this type of abuse was more prevalent. He reiterated his objection to Town vehicles being used for personal business and pointed out the numerous occasions on which he witnessed the white Dodge General Fund truck being used on Town time parked driving in Saranac Lake and also parked at local food markets. He said it was wrong and the Town should stop wasting so much money on fuel. If Town employees need lunch or a soda, they should bring whatever they need to work prior to the start of their day. They should not be permitted to drive Town vehicles for this purpose.

Supv. Willman responded an employee grievance had been lodged. The grievance has been resolved. Lunch time for union employees is one-half hour, and all union employees must comply. As for Town vehicles being used for personal matters, Supv. Willman indicated if the Groundsman is traveling from working at the Merrillsville

Cemetery to work at the Vermontville Cemetery and needs a soda, he does not mind if he stops at the Birch Bark Deli because the stop does not entail additional fuel usage. Other than that, use of Town vehicles for other than Town business has, for all intents and purposes, ceased.

Mary Ellen Keith asked why the Board held a special meeting at 8:00 AM on Monday, April 29th. She saw the notice in the paper and on the billboard but did not understand why a special meeting had to be held at that time.

She asked for the schedule for the AMC Mobile Dental Clinic, and was informed that schedule was posted on the bulletin board outside the Town Hall front doors and also at the Post Office.

Mrs. Keith announced the Food Pantry was sponsoring a container garden and asked permission to use the Town Hall hose for water and she was given permission to do so.

Supv. Willman responded the reason the special meeting was held was to award the bid for two pickup trucks. The reason it was held at 8:00 AM was because two of the Board members are still working. The reason for not waiting until this evening to award the bids was that Friday May 3rd was the deadline for the Town could place its orders for 2013 pickups. After May 3rd, the Town would have to pay more money for 2014 trucks.

Coun. Merrill indicated he does not agree with holding early morning meetings.

Supv. Willman indicated the Board would endeavor to hold whatever necessary special meeting on Wednesdays, although as mentioned previously, the April 29th special meeting was because a deadline was fast approaching.

Glenn Swinyer reported that the water is not working at the Rec Park.

With respect to Mr. Whitson's comments, Mr. Swinyer stated he uses the Town vehicle to purchase supplies and make bank deposits in Saranac Lake, and aside from his regular duties at the Rec Park, the Vermontville and Merrillville Cemeteries and at the Town Halls and also to deliver packages to and from the Bookkeeper in Lake Clear as well as transport garbage to the Lake Clear dump. He does not use the white Town pickup truck for personal errands.

3. BUDGET AMENDMENTS

None.

4. AUDIT OF CLAIMS.

The following claims were submitted for approval and payment on Abstract 5 of 2013:

General Fund	Vouchers 83 - 98	\$3,288.44
Highway Fund	Vouchers 50 - 61	\$7,371.60
Prepay General	Voucher 12 - 14	\$1,597.18
Motion pay claims (C.Smalley-A.Berg m/s/p) ALL AYE		

5. MINUTES

The minutes of the April 10 and 29, 2013 meetings were accepted as presented. Motion (A.Berg-C.Smalley m/s/p) ALL AYE

6. SUPERVISOR'S REPORT.

Balances as of April 1, 2013

General Fund	Checking	\$48,772.80
	Savings	170,445.02
	CLASS	87,323.54
	Historian	3,037.56
	Kate Mt Sp Reserve Fund	1,125.09
Highway Fund	Cemeteries Sp Reserve Fund	200.00
	Checking	145,033.09
	Savings	562,027.84
	CLASS	538,349.69
	Cap. Proj. Hwy.	46,524.49
Landfill	Checking	7,325.84
	CLASS	34,060.71
Fire Protection	Checking	32,364.99
	CLASS	685.30
Capital Project Building		25,438.74

Coun. Smalley commented CLASS has not evidenced the promised increase in interest, and Supv. Willman replied CLASS advised it had changed management firms, and hopefully increased interest on funds will be forthcoming.

Motion to accept Supervisor's report (A.Berg-C.Smalley m/s/p) ALL AYE

7. TOWN CLERK'S REPORT.

For the month of April 2013

3 dog licenses	\$10.50
3 Building permits	\$518.00
Vitals 10 death ctfs	\$100.00
Foil - 26 copies	\$6.50
Photocopies - 3 made	\$0.75

Total	\$635.75

Paid to Supervisor	\$632.75
Paid to NYS Ag&Mkts (dogs)	\$3.00

Totals	\$635.75

Motion accept Clerk report (B.Merrill-A.Berg m/s/p) ALL AYE.

8. CODES REPORT.

Codes Officer Robert Drosdowich submitted a written report: 3 building permits were issued, including one renewal and 9 site inspections or visits were made. Fees collected in April amounted to \$518.00. Supv. Willman noted between April 9th and May 8th, two building permits were issued for single family dwellings.

9. HIGHWAY REPORT

A. SUPERINTENDENT'S REPORT covering April 11 through May 8, 2013 period:

Road work

- Plowed and sanded when necessary.
- Swept sand off roads
- Patched potholes
- Debris removed from roadsides
- Coping with ongoing beaver problems
- Cut fallen trees (due to high winds) from roadways
- Used grader on Norman Ridge Road to remove berm on east side
- Started raking dirt roads, starting with Goldsmith
- Have begun removing road posted signs
- UNIT #7 had rust off frame and underside of dump box. A rust inhibitor, primer, paint and finally a bedliner coating was applied.

B. RESPONSE TO PUBLIC COMPLAINT OF GLENN SWINYER.

Regarding comments made by Glenn Swinyer at the April 10, 2013 Board meeting that a certain Town Official was ordering his employees to spy on Mr. Swinyer, Supt. DeMars stated that since he was the only Town Official with a staff of employees, it was obvious Mr. Swinyer referred to him. As Supervisor Willman stated, the charges were unfounded. Supv. DeMars continued, that Mr. Swinyer had always enjoyed one hour for lunch, a privilege the Highway Dept. employees did not have and felt slighted but tolerated it. Further, he alleged Mr. Swinyer took more than an hour for lunch and also took the Town truck home for that hour. In 2009 Mr. Swinyer was not a member of the Teamsters Union but became one in 2010. Although the Highway Department employees took half-hour lunch breaks, Mr. Swinyer continued to take an hour and drove the Town truck home. Recently the Highway employees filed a grievance requesting equal treatment for all employees in the bargaining unit; they requested an hour and 10 minutes for lunch and permission to take a Town truck for that time. I denied the grievance orally and the grievance was then presented in writing to the Town Supervisor. Subsequently the Town Board determined that 30 minutes would be allowed as lunch break for all within bargaining unit. Supt. DeMars stated that Mr. Swinyer harangues him constantly about not receiving any Highway Dept. overtime and that only two employees received raises in 2013. Mr. Swinyer was told by the Teamsters Union President that (1) he is not allowed Highway Dept. overtime as his job title prevents him from qualifying to do so and (2) He is the highest paid Groundskeeper in the area. Currently Mr. Swinyer receives a salary of \$33,425.60; his health insurance costs the Town \$21,976.24 annually and with the Retirement contribution of the Town, his income is \$55,401.84, placing Mr. Swinyer as the second highest-paid employee of the Town.

C. HIGHWAY COMMITTEE.

1.284 Agreement for 2013 Part 2.

Copies of estimated proposed improvements for four different roads were distributed to the Board. These estimates resulted from discussions had between the Highway Superintendent and the Highway Committee. Although all the roads require repair and improvement, the Town does not have adequate funds to do all of them.

Franklin Falls Hill		\$135,969.78
Fletcher Farm Road	(from intersection of loop road to intersection at Norman Ridge)	\$154,791.45
Cold Brook Road	(from bridge to culvert)	\$92,188.80
Sinkhole Road		\$25,710.30

The Board discussed the need for each proposed estimated project. There was general consensus that Fletcher Farm Road is the most heavily traveled road of the four. Supv. Willman requested a motion for a resolution approving the agreement. Motion (D.Hamm-A.Berg m/s/p) ALL AYE.

RESOLUTION NO. 22: ACCEPT AND EXECUTE SECOND PART OF §284 AGREEMENT TO EXPEND HIGHWAY MONEYS FOR 2013

WHEREAS, section 284 of NYS Highway Law mandates an agreement be executed between the Town Board and the Highway Superintendent regarding road work to be performed; and WHEREAS, there is still outstanding and incomplete repair work from 2011 heavy spring rains and Hurricane Irene; NOW, THEREFORE,

BE IT RESOLVED, that the Town Board hereby accepts the second part of the §284 Agreement for 2013 pertaining to the improvement to Fletcher Farm Road from the Loop Road intersection to intersection of Norman Ridge at an estimated cost of \$154,791.45.

Those Voting Aye:

Supervisor Arthur P. Willman, Jr.
Councilman Allen Berg
Councilman Donald Hamm
Councilman Bradley Merrill
Councilman Clifford Smalley

Those Voting Nay:

Non

Those Absent:

None

Those Abstaining:

None

The Town Board members each signed the Agreement in duplicate. The Agreement awaits the signature of the Town of Franklin Highway Superintendent; the Clerk will then forward same to the Franklin County Highway Superintendent.

Highway Superintendent DeMars opined that if the proposed joint purchase of a road grinder with Harrietstown goes through, it might be possible to save enough funds to do improvements on Sinkhole Road.

2. PROPOSED JOINT PURCHASE OF A PAVEMENT GRINDER WITH TOWN OF HARRIETSTOWN.

Supv. Willman drew attention to copies of the most recent draft of the proposed "Intermunicipal Cooperation Agreement" between the Towns of Franklin and Harrietstown for the joint purchase of a Highway Surface Grinder. The machine grinds road pavement, and the ground pavement can be re-used; the unit is priced at \$164,990. Three towns in northern Franklin County share a grinder and have no problem with the arrangement. The unit will be financed by installment with the first payment of \$35,362.71 due on July 20, 2013, followed by four additional annual payments of \$35,362.71 commencing on the first of January 2014, 2015, 2016 and 2017. Because Harrietstown is facing a tight 2014, Franklin will make the first full payment, the second full payment, and payments half of payment #3. Payments 4 and 5 will be made in full by Harrietstown. As Franklin title will rest in Franklin, it is responsible for making all the payments and will house the unit at the Merrillsville Garage. The machine will be covered by Franklin's insurance, with Harrietstown paying half of the premium. Supv. Willman stressed the inclusion of a default paragraph- that if Harrietstown does not make payment to Franklin, Franklin will take sole possession of the unit, and Harrietstown will be liable to Franklin for half of the total payments made up to date of termination. Further, two trained operators (one from each Town) will be on site when the machine is being used by either municipality. Attorneys for both Towns have vetted the document. Coun. Hamm commented to rent a road grinder costs \$19,000 per week, and as of this date, are fairly well booked up. The Harrietstown Town Board will be meeting on Thursday evening May 9th to accept the agreement or not.

The proposed agreement: INTERMUNICIPAL COOPERATION AGREEMENT

THIS AGREEMENT made the day of 2013, between TOWN OF HARRIETSTOWN, a municipal corporation of the State of New York with offices located at 39 Main Street, Saranac Lake, New York ("Harrietstown"), and

TOWN OF FRANKLIN, a municipal corporation of the State of New York with offices located at 7 Cold Brook Road, Vermontville, New York 12989 ("Franklin").

WHEREAS, Section 119-0 of the General Municipal Law authorizes municipal corporations to enter into cooperative agreements for the acquisition, ownership, custody, operation and maintenance of personal property; and

WHEREAS, the town highway superintendents and town boards, of Harrietstown and Franklin have determined that they share a need for a portable bucket-mounted asphalt zipper machine and trailer, to be used for asphalt milling and reclamation ("the equipment"), in order to better maintain and improve their respective highways in a manner that is most cost-effective compared to contracting for such equipment owned by a third party; and

WHEREAS, the cost of the purchase of such equipment is prohibitive to Harrietstown and Franklin separately, but not if purchased and used by them jointly, in an effort to reduce costs and the monetary burdens upon their citizens.

NOW, THEREFORE, in consideration of valuable consideration, Harrietstown and Franklin agree as follows:

I. PURPOSE. It is the intent of this agreement that Harrietstown and Franklin will share equally the purchase cost of an asphalt zipper machine, and to establish their rights and duties concerning the use, operation and

maintenance of such equipment on a joint, cooperative basis.

II. PURCHASE.

a) For purposes of clarity of insurance and financing by means of a lease-purchase agreement, Franklin will purchase the equipment, and Harrietstown will pay one-half of the cost of the purchase to Franklin, including principal and interest.

b) Franklin will enter into a lease-purchase agreement on the following terms:

Equipment purchase price \$164,990.00

Interest rate 3.4173% (approx.)

First payment of \$35,362.71 due on July 20, 2013 followed by four (4) additional annual payments of \$35,362.71 starting January 20, 2014, January 20, 2015, January 20, 2016 and January 20, 2017.

Total lease-purchase amount (principal and interest): \$176,831.55

c) Franklin will be responsible to make all five annual payments to the lender, and Harrietstown will reimburse Franklin for one-half of payments #3, and for all of payment #4 and #5, as follows:

On or before January 15, 2015 Harrietstown will pay \$17,681.36.35 to Franklin to reimburse it for one half of the third payment. On or before January 15 2016 and January 15, 2017 Harrietstown will make the following payments to Franklin as reimbursement for the fourth and fifth payments:

By January 15, 2016 \$35,362.71

By January 15, 2017 \$35,362.71

d) Franklin agrees to appropriate, or otherwise have available, sufficient funds in each of its annual budgets to make each payment under the lease-purchase agreement as the payments become due. Harrietstown agrees to appropriate, or otherwise have available, sufficient funds in each of its annual budgets to make each of the payments described in c) above.

e) Notwithstanding the provisions of paragraph V below, and without limitation as to any other legal remedies which might be available to Franklin, in the event Harrietstown fails to make a payment to Franklin specified in c) of this paragraph above on or before its due date or within 10 days thereafter, sole and complete title to the equipment (machine and trailer), and the sole and complete right to its use and possession, will automatically vest in Franklin, and Harrietstown's rights to the equipment's use and possession will automatically terminate. Further, Harrietstown will be liable to Franklin for ½ of the total payments made up to and including the date of termination. Franklin shall not be required to send any notice to Harrietstown prior to the provisions of this subparagraph becoming effective.

III. BIDDING. Franklin shall undertake the competitive bidding process for the purchase of the equipment.

IV. OWNERSHIP. The ownership of the equipment shall be equal. If the equipment is titled it shall be in the name of Franklin for purposes of the municipal financing arrangement, but the equipment as between the two towns shall be considered to be held by them such that each town has an undivided one-half ownership interest, and an equal right to its use.

V. TERM OF AGREEMENT. This agreement shall remain in effect for a period of five (5) years commencing on the date of its execution, and may be renewed by consent of both parties.

VI. LOCATION, STORAGE AND MAINTENANCE.

a) The equipment shall be housed and stored in the Franklin Highway Department building located at Pine Grove Lane, Loon Lake, New York.

b) Franklin will perform all periodic, scheduled maintenance on the equipment, and Harrietstown shall reimburse Franklin for the cost of its proportionate share of such scheduled maintenance, based on Harrietstown percentage of use, to be determined by the two highway superintendents. Harrietstown shall pay Franklin within 30 days of receipt of billing.

c) All maintenance for required minor repairs shall be responsibility of the party which was using the equipment at the time of the breakdown or accident causing the need for repair. A repair shall be considered minor if its cost, including parts and labor, does not exceed \$200.

d) Each town shall be responsible for repairs costing over \$200 because of damage caused by negligence or misuse of the equipment while being operated under its control.

e) In the event repairs exceeding \$200 are needed because of equipment damage not caused by the user's negligence or misuse, the respective highway superintendents will meet to determine the best course of action and then make a recommendation to their respective town boards.

f) Each highway superintendent shall report any malfunctions or damage to the equipment to the other superintendent as soon as possible after such malfunction or damage occurs.

VII. USE AND OPERATION.

a) Harrietstown and Franklin shall use the equipment on a cooperative, shared-use basis according to a mutually agreed-upon schedule. Scheduling of the use of the equipment will be at the discretion of the respective highway superintendents, except as otherwise directed by their town boards. Harrietstown and Franklin each agree to use the equipment only within their respective town limits, unless otherwise mutually agreed in writing.

b) It is not the intent of this agreement to share employees. Each town shall remain fully responsible for its own employees, including their salaries, tax withholdings, unemployment insurance premiums and workers

compensation benefits. When Harrietstown is using the equipment, only Town of Harrietstown employees shall operate it. Likewise, when Franklin is using the equipment, only its employees shall operate it.

- c) Each town when using the equipment shall keep an itemized record of daily operations. Equipment-use hours shall be recorded by the user on a daily basis.
- d) Each town agrees to fuel the unit at its own expense during that town's respective use. The unit shall be fueled, lubed and cleaned prior to movement to the other municipality.
- e) Neither town shall make any alterations or changes to the equipment without the prior written consent of the other.
- f) All operators and mechanics will be trained by the manufacturer upon delivery of the equipment. If needed additional operators and mechanics may be trained by existing operators and mechanics. Both towns will make every effort to use the equipment in accordance with the manufacturer operator's manual recommendations and field training.

VIII. INDEMNITY AND INSURANCE

- a) Each town, at its sole cost and expense, shall obtain, or place on an existing policy, commercial general liability insurance coverage, insuring the equipment against damage, loss or destruction by reason of any peril, including against damage caused by reason of any negligent or intentional acts, and against all claims and demands, personal injury and property damage, which may arise as a result of utilizing the equipment.
- b) The minimum policy limits of such insurance shall be \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate, to include personal injury, death and property damage. The policy obtained by Harrietstown shall name Franklin as an additional insured, and the policy obtained by Franklin shall name Harrietstown as an additional insured. The policies shall state that they shall not be canceled or amended unless 30 days advance written notice has been given to the other town.
- c) During its use of the equipment each party shall be responsible for the cost of repairs of damage caused by negligent use to the extent that cost is not covered by insurance. If the equipment sustains damage through no fault of either town, the cost of any repairs not covered by insurance shall be shared equally by them.
- d) Harrietstown hereby agrees to save Franklin harmless from all claims or causes of action, damages, costs, expenses, liabilities or losses of any kind arising out of this agreement, and Franklin in like manner agrees to hold Harrietstown harmless. Each town shall be responsible for its own acts and shall be responsible to the other for any intentional or negligent acts causing damage to the other.

IX. DISPUTES. Any disputes concerning the use, operation and maintenance of the equipment not resolved by the two highway superintendents shall be referred to the respective town boards for resolution.

X. SALE OR DISPOSITION.

- a) Prior to the time that the equipment is fully paid for, neither town shall have the right to sell or encumber its share of the equipment, since it will be subject to the terms and conditions of the municipal lease-purchase agreement on which Franklin will be obligated.
- b) If, prior to the time that the equipment is fully paid form, Harrietstown and Franklin mutually decide to terminate this agreement, the equipment shall be returned to the lender pursuant to the terms of the lease-purchase agreement. If there is any back-charge from the lender to Franklin as a result of such termination, the amount of such back-charge shall be shared equally between the two towns.
- c) If, after the equipment is fully paid for, either town decides to terminate this agreement, the non-terminating town shall have the first right to buy out the one-half interest of the terminating town. In such event, the equipment's fair market value shall be determined either by mutual agreement or by a mutually selected independent appraiser. In the event of a disagreement each town may select its own appraiser to determine the fair market value of the equipment, and the average of such appraisals shall be the fair market value for the purposes of this agreement.
- d) After the equipment is fully paid for, neither town may transfer, assign or sell its interest without first giving the other town the option to purchase said interest at its appraised fair market value. In the event the selling town's interest is not purchased by the non-selling town, the interest of the selling town may be sold only to another municipality. Any such sale of the equipment to another municipality shall be conducted only upon that municipality agreeing to be bound by the terms of this agreement.

XI. GENERAL PROVISIONS.

- a) This agreement constitutes the entire agreement between the parties, and it shall not be modified or amended except by a written agreement executed and acknowledged by authorized representatives of the parties hereto.
- b) Neither town shall assign, transfer, convey or otherwise dispose of its interest in this agreement, or of its right, title or interest in the equipment, without the prior written consent of the other. Neither town shall enter into a lease, sub-lease or any other type of agreement with any third party concerning the use of the equipment, without the written consent of the other.

TOWN OF HARRIETSTOWN
TOWN OF FRANKLIN

By: Robert T. Bevilacqua, Town Supervisor

By: Arthur P. Willman, Town Supervisor

Supv. Willman requested a motion for a resolution to provisionally accept the agreement. Motion (C.Smalley-D.Hamm m/s/p) AYE: Willman/Berg/Hamm/Smalley NAY: Merrill.

RESOLUTION NO. 23: ACCEPT PROPOSED JOINT PURCHASE OF PAVEMENT GRINDER BETWEEN FRANKLIN AND HARRIETSTOWN

WHEREAS, the most cost-effective method of improving the surface of a road is to reclaim the existing pavement by grinding it and re-using it; and WHEREAS, the rental of a road-grinding machine is at least \$19,000 per week; and WHEREAS, the municipalities of Franklin and Harrietstown propose to purchase a "highway surface grinder" machine in sum of approximately \$165,000; and WHEREAS, the proposed agreement is set forth above; NOW, THEREFORE,

BE IT RESOLVED, the Franklin Town Board hereby accepts and agrees to the terms and conditions of the Intermunicipal Cooperation Agreement; and BE IT

FURTHER RESOLVED, that the Supervisor is authorized to execute such agreement once the Town of Harrietstown agrees to its terms and conditions.

Those Voting Aye:

Supervisor Arthur P. Willman, Jr.
Councilman Allen Berg
Councilman Donald Hamm
Councilman Clifford Smalley

Those Voting Nay:

Councilman Bradley Merrill

Those Absent:

None

Those Abstaining:

None

[N.B.: The Harrietstown Town Board accepted the terms and conditions of the agreement for the joint purchase of the equipment at its May 9, 2013 Board meeting.]

3. PUBLISH RFP FOR PAVEMENT GRINDER. As the Town of Franklin will be responsible for the first two payments of the jointly purchased pavement grinder and will house the unit, Supervisor Willman requested a motion for a resolution to publish an RFP. Motion (C.Smalley-A.Berg m/s/p) ALL AYE.

RESOLUTION NO. 24: PUBLISH RFP FOR JOINT PURCHASE OF PAVEMENT GRINDER

WHEREAS, a pavement grinder is proposed to be jointly purchased by the Towns of Franklin and Harrietstown; and WHEREAS, the Town of Franklin will house the unit; NOW, THEREFORE,

BE IT RESOLVED, an RFP will be published twice in the Adirondack Daily Enterprise, Press Republican and Times Union requesting bids to be due by 6:00 PM on Wednesday, June 12, 2013.

Those Voting Aye:

Supervisor Arthur P. Willman, Jr.
Councilman Allen Berg
Councilman Donald Hamm
Councilman Clifford Smalley

Those Voting Nay:

Councilman Bradley Merrill

Those Absent:

None

Those Abstaining:

None

C. QUESTIONS AND COMMENTS RE HIGHWAY MATTERS. GLENN SWINYER, responding to Supt. DeMars' comments, stated he needed his job, and that Highway employees tell a different story to Supv. Willman. Further, the grievance filed was a "put up job" against him.

Supv. Willman stated he disagreed with Mr. Swinyer's longer lunch hour from the outset, but because it had always been done that way.

Supt. DeMars requested clarification from Supv. Willman about the origin of the grievance, and Supv. Willman replied the Highway employees lodged it.

Mr. Swinyer then asserted he was not permitted to use Highway Dept. equipment, and Supv. Willman replied that was a matter for another time.

Coun. Merrill stated the only clarification at this time was that Town vehicles should not be used for personal errands.

10. NEW BUSINESS

A. OPEN BIDS FOR TOWN HALL WATER TREATMENT SYSTEM.

No bids were received after the third time RFP had been published over the past six month. Supv. Willman stated the system would cost approximately \$6,500 and that he would contact Culligan. He noted the water tank would

probably need replacement as well.

B. APPOINT REPRESENTATIVE TO ASSN OF SENIOR CITIZENS OF FRANKLIN COUNTY.

Supv. Willman announced that Vince Pagano was willing to represent the Town of Franklin as Town representative. Donna Buckley will represent the 55+ Club. Motion (C.Smalley-B.Merrill m/s/p) ALL AYE.

RESOLUTION NO. 25: APPOINT VINCENT PAGANO AS TOWN REPRESENTATIVE TO ASSN. OF SENIOR CITIZENS OF FRANKLIN COUNTY, INC.

WHEREAS, Lester G. Parker, Jr. resigned as representative of the Town of Franklin to the Association of Senior Citizens, Inc.; and WHEREAS, Vincent Pagano is qualified and willing to act in the position; NOW, THEREFORE, BE IT RESOLVED, Vincent Pagano is hereby appointed representative of the Town of Franklin to the Association of Senior Citizens of Franklin County, Inc., effective immediately.

Those Voting Aye:

Supervisor Arthur P. Willman, Jr.
Councilman Allen Berg
Councilman Donald Hamm
Councilman Bradley Merrill
Councilman Clifford Smalley

Those Voting Nay:

Non

Those Absent:

None

Those Abstaining:

None

C. GARBAGE AT ROADSIDE.

Coun. Smalley recalled the Board had discussed a new law prohibiting garbage at roadside impeding traffic or within the Town's right-of-way. The Clerk reminded the Board it had never taken action on the proposal. Supv. Willman opined such a local law or ordinance might be enacted based on Highway Law and indicated he would speak with the attorney for the Town, James Martineau.

11. OLD BUSINESS.

A. DEFIBRILLATOR UPDATE.

Two defibrillators (one for the Town Hall and the second for the Garage) have been received. Supv. Willman is scheduling training, first for officers and employees of the Town, and then for the public.

B. ADDITIONAL STORAGE (POLE BARN) AT VERMONTVILLE GARAGE.

No progress

E. NEW FIELDS AT THE RECREATION PARK.

Nothing to report.

F. LAND INVENTORY.

No progress, no report.

G. OIL-WATER SEPARATOR.

No progress.

12. COMMITTEE REPORTS

A. AUDIT.

No report.

B. CELEBRATION.

1. The Kate Mountain Community Recreation Association will hold its Music Fest on Saturday June 15 at the Rec Park. The Association has asked permission to use Town tents, tables and chairs.

2. The Town will hold a Founders Day Celebration on Saturday, July 20 at the Rec Park. The event will be sponsored by both political parties, and any and all proceeds will be donated to the Special Reserve Fund for the Recreation Park.

C. CEMETERY.

Geomatics has performed its work at the Merrillsville Cemetery.

D. RECREATION.

The summer kids program at the Rec Park starts Monday, July 1st. port.

13. CORRESPONDENCE.

A special information session is scheduled for May 22nd at the Emergency Services Building in Malone on recognizing meth labs. Supv. Willman and Codes Officer Drosdowich will attend.

14. ANNOUNCEMENTS.

The Food Pantry will be held Thursday April 16, 2013 at 3:30 PM.

Fundraiser Ham Dinner by the 55+ Club will be held at 4:00 PM Saturday May 25th.

Free rabies vaccination clinic at Town Hall on Monday June 25th at 6:30 PM.

KMCRA Music Festival will be held all day on Saturday June 22nd.

Founders Day to be held Saturday July 20th at the Rec Park.

Mobile Dental Clinic Schedule:

MAY: Fri May 10 and Tue May 28

JUNE Th Jun 6 and Fri June 28

JULY Fri July 12

AUG Th Aug 1 and Fr Aug 23

SEP Fri Sep 20

OCT: Tue Oct 1 and Mo Oct 21

15. QUESTIONS AND COMMENTS.

None

16. ADJOURNMENT.

There being no further business to discuss or conduct, the meeting adjourned at 9:10 PM. Motion (C.Smalley-D.Hamm m/s/p) ALL AYE

Respectfully submitted, Sandra J. Oliver, Town Clerk

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Town of Franklin

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