



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

Regular Monthly Town Board Meeting February 12, 2014 5:30pm

Board members present:

Supervisor Art Willman
Councilman Tom Bartiss
Councilman Don Hamm
Councilman Cliff Smalley (arrived after roll call)
Councilman, Al Berg

Others Present:

Highway Superintendent Jacques DeMars, Town Clerk Lauren LeFebvre, Glenn Swinyer (Town Building and Groundskeeper) Doris Hamm, Jean Baltzly, Nelson Tamer and Russ Clark (Clark's Truck Center), Aaron Caiazza, Derek Romeo and Ed Martin

CALL TO ORDER.

Supervisor Willman called the meeting to order at 5:30pm, The Pledge of Allegiance was recited and the Town Clerk called the roll, announcing Councilman Smalley was absent but a quorum was present. Councilman Smalley arrived just after roll call.

PUBLIC COMMENT

Glenn Swinyer addressed the board and inquired as to why he could not use Highway Department equipment, specifically the broom. Supervisor Willman stated the Highway Department equipment is, by law, under the control of the Highway Superintendent. He further stated he has addressed this issued with Mr. Swinyer on a number of occasions. Mr. Swinyer added that he felt it would be less costly to the Town if he were to use Highway equipment, when needed, to perform his duties. Supervisor Willman instructed Mr. Swinyer to ask Superintendent DeMars' permission to use Highway equipment, as he was in attendance. Mr. Swinyer asked Superintendent DeMars if he could use the broom. Superintendent DeMars responded "no". Mr. Swinyer repeatedly questioned Superintendent DeMars as to why. Superintendent DeMars stated it was in NYS Highway Law that the Highway Superintendent controls all Highway equipment and that Highway equipment is for Highway Fund use. Superintendent DeMars requested that the minutes reflect the fact that Mr. Swinyer referred to him as a "little boy" a number of times during the interaction. So noted.

BUDGET AMENDMENTS none**MINUTES**

JANUARY 8, 2014(organizational and regular meeting)-approved as presented. (C.Smalley-D.Hamm m/s/p) all aye

AUDIT OF CLAIMS

General Fund	Claims 15-38	\$17,676.20
Highway Fund	Claims 9-33	\$37,890.61
Pre-Pay General	Claims 1-8	\$7,922.36
Fire Protection	Claims 1-2	\$35,079.50

The following claims were approved (C.Smalley-A.Berg m/s/p)

SUPERVISOR'S REPORT.

Balances on hand as of January 31, 2014

General Fund	Checking	\$175,362.15
	Savings	\$458.08
	CLASS	\$87,340.35
	Historian	\$3037.79
	Kate Mt Sp Reserve Fund	\$5307.57
	Cemeteries Sp Reserve Fund	\$200.00 (It was noted that \$400.00 should be transferred to this fund)
Highway Fund	Checking	\$125,716.73
	Savings	\$140,513.80
	CLASS	\$538,438.55
	Cap. Proj. Hwy.	\$46,534.02
Landfill Clo CR	Checking	\$2082.39
	CLASS	\$34066.78
Fire Protection	Checking	\$46,147.85
	CLASS	\$685.30
Capital Project Building		\$25,443.22

Motion to accept Supervisor's (A.Berg-D.Hamm m/s/p) all aye

HIGHWAY REPORT**Superintendent DeMars read the following report:**

Plowed and sanded when needed.

Our loader was in need of repairs under warranty. Franklin County lent us a loader, picked up our loader from Nortrax and brought it back to us. Franklin County picked up their loader and took it back.

Borrowed slusher from Franklin County

Asphalt Zipper was repaired and returned to us.

Thatcherville/ Howe Rd: sent 2 men and backhoe to remove ice jam at Howe Bridge. Contacted Franklin County, they sent up 1 man to check it out.

284 Agreement: General Repairs

Request for County Highway Department Assistance: resolution and signature by Town Supervisor needed.

Fuel, gas and maintenance sheets given to the Highway Committee.

NEW BUSINESS**A. RESOLUTION NO. 4 2014: Authorizing Supervisor Art Willman to Sign 5 yr Shared Services**

Agreement WHEREAS, the Town adopted a form of Shared Highway Service Agreement with a term of five years; NOW, THEREFORE, BE IT RESOLVED, that Supervisor Art Willman is authorized to sign the contract for shared services on behalf of the Town

Those Voting Aye:

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

Those Voting Nay:

None

AUTHORIZE SUPERVISOR TO EXECUTE AGREEMENT FOR SHARED HIGHWAY SERVICES AND AGREEMENT

Councilman Berg has researched the Town's current dump fees vs. recycling. Cassella Waste Management has quoted a price of \$55 per month for an 8 yard dumpster. Supervisor Willman will look into this option.

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 borrow 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 12th day of February 2014. The Town Clerk is directed to file a copy of the foregoing with the following municipalities:

County of Franklin	Town of Brighton	Town of Harrietstown
Town of St. Armand	Town of Tupper Lake	Village of Saranac Lake
Town of Saranac	Town of Wilmington	

RESOLUTION NO. 4 2014: Authorizing Supervisor Art Willman to Sign 5 yr Shared Services Agreement
 WHEREAS, the Town adopted a form of Share Highway Service Agreement with a term of five years; NOW,
 THEREFORE, BE IT RESOLVED, that Supervisor Art Willman is authorized to sign the contract for shared services on behalf of the Town

Those Voting Aye:

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

Those Voting Nay:

None

B. Highway Committee Report no report

C. 284 Agreement

RESOLUTION #5 TOWN OF FRANKLIN AGREEMENT TO SPEND HIGHWAY FUNDS PURSUANT TO SECTION 284 OF THE NEW YORK STATE HIGHWAY LAW Agreement between the Town Highway Superintendent and the Town of Franklin, Franklin County, New York, and the undersigned members. Pursuant to the provisions of Section 284 of the Highway Law, we agree that moneys levied and collected Town and received from the State for the repair and improvement of highways shall be expended as follows:

1. GENERAL REPAIRS. The sum of \$87,820.00 shall be set aside to be expended for primary work and general repairs upon 76.95 miles of town highways, including sluices culverts and bridges having a span of less than five feet and boardwalks or the renewal thereof.

2. FILING OF COPIES. A copy of this Agreement shall be filed in the office of the Town Clerk of the Town of Franklin and the office of the Superintendent of Highways of the County of Franklin.

3. EXECUTION. Executed on February 12, 2014. Motion by Councilman Smalley, second by Councilman Bartiss

Those Voting Aye:

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

Those Voting Nay:

None

D. Hold Harmless Agreement

RESOLUTION #6 On a motion by Councilman Berg, second by Councilman Bartiss, BE IT RESOLVED that Supervisor Willman be authorized to sign the following Request for County Highway Assistance:

It is hereby requested that the Franklin County Highway Department assist the Highway Department of the Town of Franklin with the following specific equipment: General/Rec Park-Dozer and if have skid steer with grapple hook on front. Highway-Dozer for sand piles, paver, roller, water truck, shoulder machine, vac. Truck (sewer jet)

It is agreed that this work is undertaken by the Town Highway Dept. and the job is totally under the direction and supervision of the Town Highway Dept. The Town is required to get necessary Agency permits, property owners' agreements, and provide utility notification. As an inducement for such assistance the Town will hold the County harmless from property damages, and any claims brought by any third party as a result of this work, and if the County is held responsible for damages the Town will indemnify the County.

The following items are submitted:

- (a) Resolution of the Town Board with Request to Hold Harmless
- (b) Agreement signed by property owners (required if property is to be entered upon)
- (c) State Agency Permits
- (d) Utility Notification Letters

On behalf of the Franklin Town Board and Highway Department, we request Franklin County Highway Department assistance.

Those Voting Aye:

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

Those Voting Nay:

None

E. RESOLUTION #7 -Appointing James Martineau Attorney for the Town Councilman Smalley moved, second by Councilman Berg, that James E. Martineau, Jr., Esq. be appointed Attorney for the Town of Franklin at an hourly rate of \$100.00 for any legal work performed by the attorney. This appointment is with the term beginning January 1, 2014 and ending on December 31, 2014 or sooner if terminated by the Town within 30 days prior written notice.

Those Voting Aye:

Supervisor Arthur P. Willman, Jr.
Allen Berg

Councilman Clifford Smalley
Councilman Donald Hamm
Councilman Thomas Bartiss
Councilman Allen Berg

Those Voting Nay:

None

OLD BUSINESS

A. 2006 Dodge Pick-up Supervisor Willman opened and announced Dennis Muzzy submitted a bid for \$3000. This bid could not be accepted as the Town has placed a minimum bid of \$4500 on the truck. The board will keep the bid open and discuss it further in May, if necessary.

B. 2014 Tandem Bids- Supervisor Willman stated the board has reviewed all the bids received and thoroughly questioned the vendors to be confident their bids did indeed meet the specifications as put forth by the Town. Supervisor Willman further thanked the vendors for their time and assistance.

RESOLUTION #8-Acceptance of Clark's Trucks Bid On a motion by Councilman Berg, second by Councilman Smalley, BE IT RESLOVED that the Town of Franklin Town Board accepts the bid from Clark's Trucks in the amount of \$205,535 for a 2015 International with Tenco stainless steel box and snowplow equipment with warrantee to be determined at a later date.

Those Voting Aye:

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

Those Voting Nay:

None

C. High Speed Internet Access Project-Supervisor Willman stated the Town of Franklin is working with the Town of Harrietstown and Legislator Barbara Rice to increase the availability of high speed internet access to underserved area in the respective Towns. Postcards will be mailed to residents on 2/14 regarding a town wide survey for this project.

D. 2014 Appointments to Board of Ethics and Health Officer-Supervisor Willman will put forth candidates for these vacancies at a later date.

E. Refuse and Recycling-Councilman Berg presented figures regarding the town's expense incurred for refuse removal and recycling and stated this should be a matter to be considered at the 2015 Budget Workshops.

COMMITTEE REPORTS

A. Audit-no report

B. Celebration-no report

C. Cemetery-Co. Smalley spoke with Brendan Keough regarding the caving in of a grave at Merrillville Cemetery. Mr. Keough informed Co. Smalley nothing special need be done, just fill it in.

CORRESPONDENCE

Supervisor Willman stated he is meeting with our County Legislator Barbara Rice monthly. Currently Leg. Barbara Rice is assisting the Town in securing (whether it be funding or actual food) lunches for the Summer Youth Program.

ADJOURNMENT

There being no further business before the board, Supervisor Willman adjourned the meeting at 7:01pm.

Respectfully submitted, Lauren LeFebvre, Town Clerk

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