



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 Meeting April 10, 2019, 5:30pm

BOARD MEMBERS PRESENT:

Councilman Pete Woodcock and Councilman Tom Bartiss

OTHERS PRESENT:

Doris Hamm, Paul Capone, Dot Brown, Al Hadley, Franklin Co. Legislator Lindy Ellis, Code Officer Paul Blaine, Highway Superintendent Jacques DeMars and Town Clerk Lauren LeFebvre

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, noting a quorum was present.

PUBLIC COMMENT

Leg. Lindy Ellis -Lindy announced there will be an informational discussion at the Town of Franklin Town Hall on May 14, 2019 at 5:30 (after the 50+ Club dinner) with Sue Lavinge for Franklin County Office for the Aging. Everyone, regardless of age, is encouraged to attend. Contact Town Clerk Lauren LeFebvre for more info.

Paving -Leg. Ellis spoke about a NYS Law requiring tracking of shared services and that a Franklin County preliminary paving schedule has been created for 2019. Highway Superintendent DeMars stated the Town of Franklin highway department has kept track of our shared services since his first term, probably before. Superintendent DeMars informed the board that it is his belief that it is likely Franklin County is considering ceasing assistance to towns for paving.

REVIEW/APPROVAL OF March 13 and 21, 2019 MEETING MINUTES Minutes approved as presented. (D.Hamm-C.Smalley m/s/p) all aye

APPROVAL OF CLAIMS

The board audited and approved payment of the following:

General Fund	Abstract 4	Claims 49-69	\$31,946.18
Highway Fund	Abstract 4	Claims 56-74	\$36,777.73
Pre-Pay General	Abstract 4	Claims 14-18	\$1,470.50

(D.Hamm-C.Smalley m/s/p) all aye

SUPERVISOR'S REPORT: Balances on hand as of March 31, 2019

General Fund

Checking	\$202,673.61
Savings	\$2,349.80
Historian	\$3,039.35
Kt. Mt SRF	\$1,852.74
Kate Mt. CLASS	\$45,710.97
Cemetery RF	\$4,904.08
CLASS	\$244,891.89

Highway Fund

Checking	\$905,041.96
Savings	\$61,177.31
Cap Proj. HW	\$48,154.58
CLASS	\$405,346.32

Landfill Clos. CR

Checking	\$1,020.35
CLASS	\$16,737.00

Fire Protection

Checking	\$5,578.93
CLASS	\$21,308.09

Capital Proj Bldg

CLASS	\$67,526.61
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(Smalley-Hamm m/s/p) All Aye

HIGHWAY SUPERINTENDENT'S REPORT

1. Plowed and sanded as needed
2. We had graders out several times around town to work on ice buildup.
3. Had men and equipment out checking and dealing with water issues town wide, due to warming temperatures.
4. Cut trees and limbs as needed
5. Posting of roads
6. We received partial reimbursement for towing through Netfleet monitoring system in the form of 2 checks totaling one thousand dollars. I am respectfully requesting this money be placed back in machinery DA5130.4 as this is where the money for the towing was originally taken from.
7. Gas, fuel and maintenance logs given to Highway Committee

Highway Committee -Councilman Hamm asked Superintendent DeMars what condition the 550 was in. Superintendent DeMars stated his department is keeping up with service and maintenance of the vehicle. Councilman Hamm advised that the Town of Franklin should sell the 550 while there is still value in it and replace it with a new vehicle. The board agreed that Superintendent DeMars should obtain prices for a replacement. Superintendent DeMars will do so and report back to the board.

RESOLUTION #15 AGREEMENT FOR THE EXPENDITURE OF HIGHWAY MONEYS On a motion by Councilman Hamm, second by Councilman Smalley, BE IT RESOLVED that the Town of Franklin Town Board does hereby approve the expenditure of up to \$296,210 for permanent improvements commencing at Swinyer Road and leading to Oregon Pond road for a distance of approximately 11,616 feet.

Those Voting Aye:

Supervisor Willman
Councilman Hamm
Councilman Woodcock

Those voting No: None

CODE OFFICER'S REPORT - No building permits, violations or Certificates of Occupancy were issued. Six inspections were conducted and no fees were collected. Paul also reported he attended the annual NYS Code Official training and Homeland Security training.

NEW BUSINESS

A. Sand Bids-The Town Clerk stated to sealed bids were received. Supervisor Willman opened the bids and reported: Trudeau Sand & Gravel-Approximately 13,000 Tons of Screened Road Sand Picked Up: \$5.00 per ton. UpStone Materials-Approximately 13,000 Tons of Manufactured Road Sand Picked Up: \$5.50 per ton.

RESOLUTION #16 AWARDING ROAD SAND BID On a motion by Councilman Ham, second by Councilman Smalley, BE IT RESOLVED that the Town of Franklin Town Board does hereby award the 2019-20 Road Sand Bid in the amount of \$5.00 per ton to Trudeau Sand and Gravel, located in Saranac Lake, NY for the purchase of up to 13,000 tons of road sand.

B. Board of Assessment Review - The Town Clerk reported to letters of interest were received.

RESOLUTION #17 APPOINTING PAUL CAPONE TO A 5YR TERM ON BAR On a motion by Councilman Smalley, second by Councilman Hamm, BE IT RESOLVED that the Town of Franklin Town Board does hereby appoint Paul Capone to a five year term on the Board of Assessment Review.

Those Voting Aye:

Supervisor Willman
Councilman Hamm
Councilman Smalley

Those voting No: None

The Town Clerk will forward Mr. Capone's contact information to Franklin County Real Property to coordinate training.

C. Shared Highway Services Agreement - The Town Clerk presented the Shared Services Agreement between the Town of Franklin and other municipalities to be extended for five years—expiring April 2024.

RESOLUTION #18 FOR SHARED HIGHWAY SERVICES AND AGREEMENT

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

"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.

"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.

"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.

"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:

the renting, exchanging or lending of highway machinery, tools and equipment, with or without operators,
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;
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.

"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.

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.

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:

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.

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.

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.

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.

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.

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. Record keeping. 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 10th day of April 2019. 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, Town of Black Brook
Town of Santa Clara, Village of Tupper Lake, Town of Duane

Motion by Councilman Hamm, second by Councilman Smalley

Those Voting Aye:

Supervisor Willman
Councilman Hamm
Councilman Smalley

Those voting No: None

D. Bloomingdale VFD Banquet - Supervisor Willman stated he has received invitations for all Town Board Members to the annual banquet, being held on May 4. RSVP required.

E. Roof Inspection and Repair - Supervisor Willman engaged the services of Brendan Hoyer and Dan Gorgas to inspect the roof on the Town Hall. Insulating the attic was discussed. Supervisor Willman contact Mr. Hoyer and Mr. Gorgas to see if they are available to perform this work.

OLD BUSINESS -

A. Solar Project Update - Supervisor Willman reported we are awaiting the installation of a new net meter as the first one was faulty.

B. Waterfront Hamlet and Revitalization Grant - no update

C. Painting, Roof, List of Contractors - discussed in new business.

D. Updating Phone System - A quote of approximately \$11,000 was obtained. It was agreed upon that the quoted system is too costly to consider. The Town Clerk will solicit additional quotes.

E. UV Water System - A system will be installed at the park before July 8, 2019 as required by the Department of Health for approval to operate the Summer Youth Program.

F. CDBG - Friends of the North Country has informed the Town of Franklin they did not receive enough qualified applicants to build a sufficient waiting list. The next application period is Fall 2019.

G. General Fund Equipment - Councilman Hamm suggested the Town have the General Fund pick - up detailed and put up for sale. Councilman Smalley stated an inventory of the storage sheds should be performed.

H. Building Monitor - Supervisor Willman has purchased a freeze monitor. He will engage the services of Zac Smith to inquire as to his schedule to install the device.

I. Grounds Keeping Contract - Supervisor Willman presented the fully executed contract to the Town Clerk. The Town Clerk accepted the contract.

J. Other Old Business - Councilman Smalley inquired as to the status of the unemployment claim submitted the labor department by Glenn Swinyer. Councilman Smalley stated Mr. Swinyer retired and believes he is not eligible to collect unemployment. Supervisor Willman stated Mr. Swinyer is receiving a reduced amount in unemployment benefits. Supervisor Willman will provide Councilman Smalley with information regarding this situation.

ADJOURNMENT There being no further business before the board, Supervisor Willman adjourned the meeting at 6:45pm.

Respectfully submitted, Lauren LeFebvre, Town Clerk

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