

FENNER TOWN BOARD  
TOWN OFFICE BUILDING - 12:30 PM  
FEBRUARY 08, 2006

PRESENT: SUPERVISOR CARY  
COUNCILPERSON JONES  
COUNCILPERSON STOKER  
COUNCILPERSON WESTER  
TOWN CLERK BUYEA  
HWY. SUPT. HYATT

The regular meeting of the Fenner Town Board was called to order at 12:40 p.m. by Supervisor Cary.

Councilperson Wester moved to accept the previous month's minutes as written with change, (remove approved by board from tabled enumeration item and add Councilperson Wester to attendees). Seconded by Councilperson Stoker. Approved by the Board.

OLD BUSINESS:

After brief discussion, Councilperson Jones moved to proceed with enumeration process and to pay \$300 plus \$2.50 per dog for every dog that has previously been licensed but wasn't renewed and to adopt Resolution #3 giving residents the option to license dogs for multiple years, up to 3 years at a time, but not mandatory. Seconded by Councilperson Wester. Approved by the Board.

Dated: February 8, 2006

Supervisor Cary	-	Aye
Councilperson Jones	-	Aye
Councilperson Stoker	-	Aye
Councilperson Wester	-	Aye

**RESOLUTION #3**  
**Of the Town Board Of the Town of Fenner**

WHEREAS, the State of New York has amended Section 110 of the Agriculture and Markets Law, effective February 8, 2006, to allow the issuance of multiple year dog licenses for up to three (3) years;

WHEREAS, the authority to issue multiple year licenses is at the option of the issuing municipality; and

WHEREAS, it will be in the best interest of residents of the Town of Fenner to be able to purchase dog licenses for multiple years, up to three (3) years.

NOW, THEREFORE, in consideration of the foregoing, it is hereby

RESOLVED, that as of February 8, 2006, the Town of Fenner is hereby authorized to issue multiple year dog licenses for up to three (3) years on such terms and conditions as

are set forth in Section 110 of the Agriculture and Markets Law of the State of New York, effective February 8, 2006.

Dated: February 8, 2006

Supervisor Cary - Aye  
Councilperson Jones - Aye  
Councilperson Stoker - Aye  
Councilperson Wester - Aye

NEW BUSINESS:

After brief discussion of Court Clerk materials presented to Board Members by Supervisor Cary, no action will be taken until next Budget year.

After brief discussion, Councilperson Wester moved to adopt Resolution #4 for shared highway services. Seconded by Councilperson Jones. Approved by the Board

**RESOLUTION #4**  
**Resolution Authorizing Chief Executive Officer to Sign a Contract for Shared Highway Services on Behalf of the Town of Fenner**

At a meeting of the Town Board of the Town of Fenner duly held at 3151 East Road, Cazenovia, NY in such Town on the 8th day of February, 2006. Upon the calling of the roll by the Clerk the following members were:

Present: Supervisor Cary, Councilpersons Jones, Stoker and Wester  
Absent: Councilperson Strack

The following resolution was offered for adoption by Councilperson Wester, which resolution was seconded by Councilperson Jones.

Resolution Authorizing the Chief Executive Officer to sign a contract on behalf of the Town to permit the highway department head to share services with the highway department head in other municipalities who possess similar authorization for the borrowing or lending of materials and supplies and the exchanging, leasing, renting or maintaining of machinery and equipment, including the operators thereof, for the purpose of aiding the highway department head in the performance of his duties.

Whereas all municipalities, including the Town of Fenner, have the power and authority to contract for the purpose of renting, leasing, exchanging, borrowing and maintaining of machinery and equipment, with or without operators, with other municipalities, and;

Whereas, all municipalities, including the Town of Fenner, have the power and authority to borrow or lend materials and supplies to other municipalities, and;

Whereas, it is hereby determined that the Town of Fenner and other municipalities have machinery and equipment which is not used during certain periods, and;

Whereas, it is determined that the Town of Fenner and other municipalities often have materials and supplies on hand which are not immediately needed, and;

Whereas, it is hereby determined that by renting, borrowing, exchanging, leasing or maintaining highway machinery and equipment and the borrowing or lending of materials and supplies, the Town of Fenner and other municipalities may avoid the necessity of purchasing certain needed highway machinery and equipment and the purchasing of or storing a large inventory of certain extra materials and supplies, thereby saving the taxpayers money, and;

Whereas it is incumbent upon each municipality to design a simple method whereby materials and supplies, equipment and machinery, including the operators thereof, may be obtained or maintained with a minimum of paperwork and inconvenience and with a swift approval process, and;

Whereas, it is the intent of this Town of Fenner to give the head of the highway department the authority to enter into renting, exchanging, borrowing, lending or maintaining arrangements with the persons serving in similar capacities in other municipalities without the necessity of obtaining approval of the Town governing board prior to the making of each individual arrangements, and;

Whereas, a standard contract has been prepared which is expected to be adopted and placed in effect in other municipalities, and will grant the person holding the position comparable to that of the head of the highway department, authority to make similar arrangements, and;

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

NOW THEREFORE BE IT RESOLVED that the chief executive officer of the Town of Fenner is hereby authorized to sign on behalf of the Town, the following contract:

1. For purposes of this contract, the following terms shall be defined as follows:
  - a. "Municipality" shall mean any city, county, town or village that has agreed to be bound by a contract for shared services or equipment similar in terms and effect with the contract set forth herein, and has filed a copy of said contract with the clerk of the Town.
  - b. "Contract" shall mean the text of this agreement which is similar in terms and effect with comparable agreements, notwithstanding that each such contract is signed only by the chief executive officer of each participating municipality filing the same, and upon such filing each filing municipality accepts the terms of the contract to the same degree and effect as if each chief executive officer had signed each individual contract.
  - c. "Shared Service" shall mean any service provided by one municipality for another municipality that is consistent with the purposes and intent of this contract and shall include but not be limited to:
    - i. the renting, exchanging, or lending of highway machinery, tools and equipment, with or without operators;
    - ii. the providing of a specific service;
    - iii. the maintenance of machinery or equipment.

- d. “Superintendent” shall mean, in the case of a city, the head of the department of public works; in the case of a county, the county superintendent of highways, or the person having the power and authority to perform duties generally performed by county superintendents of highways; in the case of a town, the town superintendent of highways and/or superintendent of public works; in the case of a Town, the superintendent of public works.
2. The undersigned municipality has caused this agreement to be executed and to bind itself to the terms of this contract and it will consider this contract to be applicable to any municipality that has approved a similar contract and filed such contract with the clerk of the undersigned municipality.
3. The undersigned municipality by this agreement grants unto the superintendent, the authority to enter into any shared service arrangements with any other municipality or other municipalities subject to the following terms and conditions:
  - a. The Town of Fenner agrees to rent or exchange or borrow from any municipality any and all materials, machinery and equipment, with or without operators, which it may need for the purposes of the Town of Fenner. The determination as to whether such machinery, with or without operators, is needed by the Town of Fenner, shall be made by the superintendent. The value of the materials or supplies borrowed from another municipality under this agreement may be returned in the form of similar types and amounts of materials or supplies, or by the supply of equipment or the giving of services of equal value, to be determined by mutual agreement of the respective superintendents.
  - b. The Town of Fenner 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 that superintendent determines that it will be in the best interests of the Town of Fenner to lend to another municipality, the superintendent is hereby authorized to lend to another municipality. The value of supplies or materials loaned to another municipality may be returned to the Town of Fenner, by the borrowing municipality in the form of similar types and amounts of materials or supplies, or by the use of equipment or receipt of services of equal value, to be determined by the respective superintendents.
  - c. The Town of Fenner agrees to repair or maintain machinery or equipment for any city/county/town/village under terms that may be agreed upon by the superintendent, upon such terms as may be determined by the superintendent.
  - d. An operator of equipment rented or loaned to another municipality, when operating such equipment for the borrowing municipality, shall be subject to the direction and control of the superintendent of the borrowing municipality in relation to the manner in which the work is to be completed. However, the method by which the machine is to be operated shall be determined by the operator.
  - e. When receiving the services of an operator with a machine or equipment, the receiving superintendent shall make no request of any operator that would be inconsistent with any labor agreement. All machinery and the operator, for purposes for workers compensation, liability and any other relationships with

third parties, shall be considered the machinery of, and the employee of, the municipality owning the machinery and equipment.

- f. The lending municipality shall be liable for any negligent acts resulting from the operation of its machinery or equipment by its own operator.
  - g. Each municipality shall remain full responsible for its own employees, including but not limited to, salary, benefits and workers compensation.
4. The renting, borrowing or leasing, repairing or maintaining of any particular piece of machinery or equipment, or the exchanging or borrowing of materials or supplies, or the providing of a specific service shall be evidenced by the signing of a memorandum by the superintendent. Such memorandum may be delivered to the other party via mail, personal delivery, facsimile machine, or any other method of transmission agreed upon.
5. In the event any shared services arrangement is made without a memorandum at the time of receipt of the shared service, the superintendent receiving the shared service shall within five days thereof, send to the provider a memorandum identifying the type, time and date of the acceptance of the repair or maintenance shared service. In the event such shared service related to or included any materials or supplies, such memorandum shall identify such materials or supplies and time and place of delivery.
6. In the event a municipality wishes to rent machinery or equipment from another municipality or in the event a municipality wishes to determine the value of such renting for the purposes of exchanging shared services or a comparable value, it is agreed that the value of the shared service shall be set forth in the memorandum.
7. In the event machinery or equipment being operated by an employee or the owning municipality is damaged or otherwise in need of repair while working for another municipality, the municipality owning the machinery or equipment shall be responsible to make or pay for such repairs. In the even machinery or equipment is operated by an employee of the borrowing, receiving or renting municipality, such municipality shall be responsible for repairs.
8. Records shall be maintained by each municipality setting forth all machinery rentals, exchanges, borrowings, repair or maintenance and other shared services. Such records will be available for inspection by any municipality that has shared services with such municipality.
9. In the even a dispute arises relating to any repair, maintenance or shared service, and such dispute cannot be resolved between the parties, such dispute may be resolved through mediation or arbitration.
10. Any municipality that is a party to this contract may revoke such contract by filing a notice of such revocation. Upon the revocation of such contract, any outstanding obligations shall be submitted within thirty days of such revocation.
11. Any action taken by the superintendent pursuant to the provisions of this contract shall be consistent with the duties of such official and expenditure incurred shall not exceed the amounts set for in the Town budget for highway purposes.

12. The record of all transactions that have taken place as a result of the Town of Fenner participating in the services afforded by this contract shall be kept by the superintendent and a statement thereof, in a manner satisfactory to the Town governing board, shall be submitted to the Town Board semiannually on or before the first day of June and on or before the first day of December of each year following the filing of the contract, unless the Town board requests the submission of records at different times and dates.
13. If any provision of this contract is deemed to be invalid or inoperative for any reason, that part may be modified by the municipalities which are a party to this contract to the extent necessary to make it valid and operative, or if it cannot be so modified, then served, and the remainder of the contract shall continue in full force and effect as if the contract had signed with the invalid portion so modified or eliminated.
14. This contract shall be reviewed each year by the Town of Fenner and shall expire five years from the date of it signing by the chief executive officer. The Town of Fenner board may extend or renew this contract at the termination thereof for another five-year period.
15. Copies of this contract shall be sent to the clerk and superintendent of each municipality with which the superintendent anticipates engaging in shared services. No shared services shall be conducted by the superintendent except with the superintendent of a municipality that has completed a shared services contract and has sent a copy thereof to the clerk of his or her municipality and the superintendent.

IN WITNESS THEREOF, the Town of Fenner has by order of the Town Board, caused these presents to be subscribed by the Chief Executive Officer, and the seal of the Town to be affixed and attested by the Clerk thereof, this 8th day of February, 2006.

Town of Fenner  
 By: \_\_\_\_\_  
           Supervisor

\_\_\_\_\_  
 Town Clerk

The Town Clerk is authorized and directed to file a copy of the contract set forth in this resolution with the chief executive officer of the following municipalities:

- |                    |                      |
|--------------------|----------------------|
| Town of DeRuyter   | Town of Georgetown   |
| Town of Nelson     | Town of Cazenovia    |
| Town of Lincoln    | Village of Cazenovia |
| Town of Smithfield | Town of Sullivan     |
| Madison County     |                      |

This resolution shall take effect immediately.  
 The vote having been taken upon such resolution the result was as follows:

- Supervisory Cary - Aye
- Councilperson Jones - Aye
- Councilperson Stoker - Aye
- Councilperson Wester - Aye
- Councilperson Strack - absent

Chief Executive Officer  
Supervisor Cary

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

I, Joanne Buyea, Clerk of the Town of Fenner hereby certify that the above is a correct text of the resolution adopted by the Town Board of the Town of Fenner on the 8th day of February, 2006 and that the above is the complete and whole text of such resolution.

(Seal)

\_\_\_\_\_  
Town Clerk

Town Assessor appeared at Town Board Meeting and presented time line to Board Members regarding Reval process for this year. Impact Notices should be mailed out 1st week in March and Notice published in Town Papers. Informal Hearings will follow by appointment only. Notice of Hearing Results will be sent 1st part of May. Following that, Grievance Hearings will be set up, and then Board of Review will conduct Stipulation of Review Hearings. As a final effort, residents may file small claim.

Supervisor Cary informed the Board that the 2005 Year-End Report is on file in the Town Clerk's Office.

After brief discussion, Councilperson Wester moved to adopt Resolution #5 – Fund transfer. Seconded by Councilperson Jones. Approved by the Board.

**RESOLUTION #5  
Of the Town Board  
Of the Town of Fenner**

Transfer from Contingency Fund to:

A1010.4	\$145.00	(Town Board)
A1410.4	920.00	(Town Clerk)
A1910.1	1150.00	(Insurance)
A4020.4	10.00	(Vital Stats)
A8810.4	75.00	(Cemetary)

Dated : February 8, 2006

Supervisory Cary - aye  
Councilman Jones - aye  
Councilman Stoker - aye  
Councilman Wester - aye

Councilperson Wester moved to accept Town Clerk's Monthly Report as presented. Seconded by Councilperson Stoker. Approved by the Board.

Councilperson Stoker moved to accept Supervisor's Monthly Report as presented. Seconded by Councilperson Wester. Approved by the Board.

Councilperson Stoker moved to approve the payment of General Fund Claim Nos.23-34 in the amount of \$3,855.30 as set forth in Abstract #2 and as audited. Seconded by Councilperson Jones. Approved by the Board

Councilperson Wester moved to approve the payment of Highway Fund Claim Nos. 9-17 in the amount of \$6,036.42 as set forth in Abstract #2 and as audited. Seconded by Councilperson Stoker. Approved by the Board.

Handouts and Reports: On file in Town Clerk's Office

Dog Control Officer's Report

Code Enforcement Officer's Reports

Highway Superintendent Report

Court Clerk Reports

Councilperson Wester moved to adjourn the meeting. Seconded by Councilperson Jones. Meeting adjourned at 1:40 p.m.

By Order of the Town Board  
Joanne E. Buyea, Town Clerk