

Town of Fenner
Town Board Meeting
February 8 2023

SUPERVISOR JONES
COUNCILPERSON CODY
COUNCILPERSON PUSHLAR
COUNCILPERSON STRACK
COUNCILPERSON WESTER
TOWN CLERK DOLAN

The regular meeting of the Fenner Town Board was called to order at 8:04 PM by Supervisor Jones with the Pledge of Allegiance.

Councilperson Strack motioned to accept the January Town Board meeting minutes. Seconded by Councilperson Pushlar Approved by the Board.

Councilperson Pushlar motioned to accept the Town Clerk's Monthly Report as presented Seconded by Councilperson Strack. Approved by the Board.

Supervisor's January 2023 Monthly Report will be reported at the March 2023 meeting.

The Highway Superintendent report was presented and available for review at the town offices. Discussion ensued regarding new waste tanks for the highway garage and bids will be sought this spring.

The Town Board agreed to pay for the plow truck using a combination of ARPA funds and equipment funds.

Councilperson Cody motioned to accept **Resolution 2023-11** seconded by Councilperson Wester Approved by the Board.

RESOLUTION 2023-11
Of the Town Board
Of the Town of Fenner
Resolution Authorization of the purchase
2016 International 10 wheel –Dump Truck and Plow FOR THE TOWN OF FENNER
HIGHWAY DEPARTMENT

WHEREAS, The Town of Fenner is in need of a plow truck.
and WHEREAS, the Town of Fenner Highway Department 2023 budget includes funds for purchasing said truck

and WHEREAS, the Town of Fenner Town Board reviewed and approved the purchase 2016 International 10-wheel Dump Truck with Plow Model 7600SFA 6X4 VIN 1HTGRSNT4GH749692 from The Town of Nelson
 NOW, THEREFORE, BE IT RESOLVED, that the Town of Fenner Highway Department is hereby approved to purchase a 2016 International 10-wheel Dump Truck with Plow Model 7600SFA 6X4 for a total amount of \$120,000.

The question of the adoption of the foregoing resolution was duly put to a vote and upon roll call, the vote was as follows:

William Cody	Councilor	Voted	Yes
Adam Pushlar	Councilor	Voted	Yes
Hannah Strack	Councilor	Voted	Yes
William Wester	Councilor	Voted	Yes
David Jones	Supervisor	Voted	Yes

Councilperson Wester motioned to accept **Resolution 2023-12** seconded by Councilperson Pushlar Approved by the Board.

RESOLUTION NO. 2023-12
 OF THE TOWN BOARD
 OF THE TOWN OF FENNER

A RESOLUTION APPROVING AN INTERMUNICIPAL AGREEMENT WITH
 THE TOWN of SMITHFIELD
INTERMUNICIPAL AGREEMENT

THIS AGREEMENT made this 8th day of 2023, by and between the TOWN OF FENNER, a municipal corporation duly organized and existing under the laws of the State of New York, with offices at 3151 Fenner East Road, Cazenovia, New York 13035 (hereinafter referred to as the "Fenner"), and the TOWN OF SMITHFIELD, a municipal corporation duly organized and existing under the laws of the State of New York with offices at 5255 Pleasant Valley Road, Peterboro, New York 13035 (hereinafter referred to as "Smithfield").

WITNESSETH:

WHEREAS, Fenner and Smithfield have a responsibility for snow plowing and ice control on each Town highway within the respective Towns of Fenner and Smithfield; and

WHEREAS, the Towns of Fenner and Smithfield each have a duly elected Highway Superintendent and appointed Highway Department personnel, but recognize that from time to

time said personnel may not be sufficient to perform snow plowing and ice control services by reason of illness, emergency, or absence from their municipality; and

WHEREAS, the Town Boards of Fenner and Smithfield, pursuant to Section 1 19-0 of the New York General Municipal Law regarding mutual sharing plans, wish to share services, and exchange or lend materials or equipment, on an as-needed basis when the Highway Department personnel of their municipality is not sufficient, which shall promote and assist in snow plowing and ice control of the roads and highways and shall provide a cost savings by maximizing the effective utilization of both Town's resources.

NOW, THEREFORE, in consideration of the promises and covenants contained in this Agreement, it is mutually agreed by and between the parties hereto as follows:

1. Scope of Services. Fenner and Smithfield agree to cooperate with each other in providing snow plowing and ice control services to Town highways as needed in either of said Towns when either Highway Department is unable to provide such services. In exchange for rendering such snow plowing and ice control services, the Town receiving such services shall pay the Town rendering services in accordance with the following fee schedule:

- a. snow plowing with the distribution of road salt, \$20.40 per lane mile;
- b. distribution of sand and road salt, \$12.23 per lane mile; and
- c. distribution of salt brine, \$13.73 per land mile.

A mutually agreed upon tracking system determined by the Highway Superintendents shall be used to accurately and adequately document the provision of snowplowing and the application of road salt, sand, and salt brine services for reimbursement purposes. Payment for services shall be rendered on a monthly basis.

Each Town shall transmit in writing to the Town Clerk of the other Town within two (2) days after receipt thereof of any written notice received regarding any unsafe, dangerous or obstructed condition of any road subject of this Agreement, and the receiving Town shall take any necessary corrective action with respect thereto as soon as possible.

2. Compliance. All work hereunder shall be performed according to customary and approved New York State standards and in such manner as to accomplish the obligation imposed on each Town with respect to snow removal and control of snow and ice on its own highways, roads, and streets.

3. Indemnification. a. Fenner shall defend, indemnify, and hold harmless Smithfield from any loss, damage, claim, liability, or expense, including reasonable attorneys' fees and defense costs, arising in relation to this Agreement, excluding only that portion, if any, of any loss, damage, claim, liability, or expense that arises from the actual negligence of Smithfield.

b. Smithfield shall defend, indemnify, and hold harmless Smithfield from any loss, damage, claim, liability, or expense, including reasonable attorneys' fees and defense costs, arising in relation to this Agreement, excluding only that portion, if any, of any loss, damage, claim, liability, or expense that arises from the actual negligence of Fenner.

4. Insurance: Each Town does hereby agree to obtain and thereafter continue to keep in full force and effect as part of its Comprehensive General Liability Policy, Workers' Compensation, and Automobile Liability insurance relative to this Agreement during all phases of the performance of the various provisions of work to be performed herein naming the other party as an additional named insured on a primary basis.

5. Term: This Agreement shall be effective upon its execution by both parties and shall continue for an initial term expiring on December 31, 2024. This Agreement may be revoked by either party for any reason upon providing sixty (60) days written notice of termination to the other party. Upon revocation, any outstanding obligations of the parties must be satisfied within 30 days of the date of such revocation. This Agreement shall automatically renew for one (1) two-year (2-year) term unless one party provides the other party 60 days written notice to terminate or modify said Agreement.

6. Miscellaneous.

(a) Governing Law. This Agreement and the performance hereunder shall be governed by the laws of the State of New York without giving effect to the principles of conflict of laws.

(b) Complete Agreement; Modification; Assignment. This

Agreement contains the complete agreement between the parties and may not be modified except in writing signed by both parties. Upon its effective date, this Agreement supersedes any prior agreements, understandings, written or oral between the parties. Neither party shall assign or otherwise transfer this Agreement in whole or in part or otherwise subcontract any of its rights or obligations hereunder, without the other party's written consent.

(c) No Waiver. The waiver or failure of either party to exercise any right provided for herein shall not be deemed a waiver of any further right hereunder.

7. Independent Contractors. Each Town agrees that its status while performing services pursuant to this Agreement is that of an independent contractor and the Town, its employees and/or agents will neither hold themselves out as, nor claim to be, officers or employees of the other Town in any matter, including, but not limited to Workers' Compensation, Unemployment Insurance benefits, Social Security or retirement membership or credit.

8. Headings. The headings in this Agreement are for purposes of reference only and shall not in any way limit or affect the meaning or interpretation of any of the terms of the Agreement.

9. Notice. Any and all notices and payments required hereunder shall be addressed as follows, or to such other address as may hereafter be designated in writing by either party hereto:

To Town of Fenner: c/o Town Clerk
3151 Fenner East Road
Cazenovia, New York
13035

To Town of Smithfield: c/o Town Clerk
5255 Pleasant Valley Road
Peterboro, New York 13035

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed by their respective duly authorized officials on the day and year first above written.

TOWN OF FENNER

David Jones
Town Supervisor

TOWN OF SMITHFIELD

Thomas J. Stokes
Town Supervisor

Councilperson Strack motioned to accept **Resolution 2023-13** seconded by Councilperson Wester Approved by the Board.

RESOLUTION 2023-13
Of the Town Board
Of the Town of Fenner
Resolution of Appreciation – Retiree Recognition

WHEREAS, the Fenner Town Board believes that town employees should be recognized for their faithful service to the public:

WHEREAS, recognition of the distinguished service of certain town employees with an upcoming retirement is in order,

NOW, THEREFORE, BE IT RESOLVED that the Fenner Town Board hereby recognizes the dedicated contributions of Roger Cook upon his retirement.

Councilperson Strack motioned to accept **Resolution 2023-14** seconded by Councilperson Pushlar Approved by the Board.

**RESOLUTION 2023 - 14
OF THE TOWN BOARD OF THE TOWN OF FENNER
GENERAL FUND BUDGET MODIFICATION**

TOWN OF FENNER			
<u>2022 GENERAL - DECEMBER (YEAR END) Budget Modifications (for FEBRUARY 2023 mtg)</u>			
<u>TO ADJUST FOR BUDGET SHORTFALL(S)</u>			
<u>Current Appropriation Shortfall</u>		<u>Transfer (from) to Increase Appropriation (cover shortfall)</u>	
A1220.4 - SUPERVISOR - CNTR EXP	(\$179.00)		
A1330.4 - TAX COLLECTOR - CNTR EXP	(\$3.92)		
A1355.4 - ASSESSOR - CNTR EXP	(\$60.00)		
	<u>(\$242.92)</u>	A1990.4 Contingency	\$242.92
A1410.4 - TOWN CLERK - CNTR EXP	(\$27.62)	A1410.2 TOWN CLERK - EQUIPMENT	\$27.62
A1620.1 - BUILDINGS - PERSONAL SERVICE	(\$80.00)	A1620.4 BUILDINGS - CNTR EXP	\$80.00
A5132.4 - GARAGE - CNTR EXP	(\$39.90)		
A5132.43 - GARAGE - UTILITIES	(\$100.00)		
	<u>(\$139.90)</u>	AA5132.42 GARAGE - R & M	\$139.90

The question of the adoption of the foregoing resolution was duly put to a vote and upon roll call, the vote was as follows:

William Cody	Councilor	Voted	Yes
Adam Pushlar	Councilor	Voted	Yes
Hannah Strack	Councilor	Voted	Yes
William Wester	Councilor	Voted	Yes
David Jones	Supervisor	Voted	Yes

Councilperson Cody motioned to accept **Resolution 2023-15** seconded by Councilperson Wester Approved by the Board.

**RESOLUTION 2023 - 15
OF THE TOWN BOARD OF THE TOWN OF FENNER
HIGHWAY FUND BUDGET MODIFICATION**

TOWN OF FENNER			
2022 HIGHWAY - DECEMBER (YEAR-END) Budget Modifications (for FEBUARY 2023 mtg)			
TO ADJUST FOR BUDGET SHORTFALL(S)			
Current Appropriation Shortfall		Transfer (from) to Increase Appropriation (cover shortfall)	
DA5110.42 - GEN RPR - CNTR EXP	(\$426.99)	DA5110.43 - GEN RPR ROAD STONE & OIL	\$928.12
DA5130.4 - MACHINERY - CNTR EXP	(\$2,941.69)	DA5142.1 - SNOW REMOVAL - PERS SRV	\$1,126.21
DA5142.42 - SNOW - PARTS	(\$655.11)	D9040.8 - WORKER'S COMPENSATION	\$85.00
DA5142.45 - SNOW - GAS, DIESEL & OIL	(\$1,441.12)	D9055.8 - DBL (DISABILTY) BENEFITS	\$29.00
		DA915 - ASSINGED UNAPPROPRIATED FUND BAL	\$3,296.58
TOTAL	(\$5,464.91)	TOTAL	\$5,464.91

The question of the adoption of the foregoing resolution was duly put to a vote and upon roll call, the vote was as follows:

William Cody	Councilor	Voted	Yes
Adam Pushlar	Councilor	Voted	Yes
Hannah Strack	Councilor	Voted	Yes
William Wester	Councilor	Voted	Yes
David Jones	Supervisor	Voted	Yes

Councilperson Cody motioned to accept **Resolution 2023-16** seconded by Councilperson Pushlar Approved by the Board.

**RESOLUTION 2023-16
Of the Town Board
Of the Town of Fenner
Resolution Approving Search for the Last Owner of the Fenner Church**

WHEREAS, The Town of Fenner would like to become the owner of The Fenner Church

and WHEREAS, the Town of Fenner has no owner information, or tax map numbers

and WHEREAS, the Town of Fenner Town Board has requested, the town's attorney, Costello, Cooney and Fearon PLLC to conduct the search

NOW, THEREFORE, BE IT RESOLVED, that the Town of Fenner will approve the search for the last owner of The Fenner Church

New Business – Fenner Church – The Town is looking into taking over ownership of the Fenner Church. The Church Trustees have given their permission for The Town to move forward toward that goal.

COVID Policy – employees sick time will be used in the event an employee tests positive for COVID

Old Business – Terms for Fenner Clean Up Days through the County is being negotiated this time.

Public Comment: None

VOUCHERS:

Councilperson Strack moved to approve payment of the General Fund claims numbers G23-1–G23-19 in the amount \$3713.38 as set forth in abstract number 1 and as audited. Seconded by Councilperson Cody. Approved by the Board.

Councilperson Cody moved to approve payment of the Highway Fund claims numbers H23-1-H23-10 in the amount \$7264.91 as set forth in abstract number 1 and as audited. Seconded by Councilperson Pushlar. Approved by the Board.

ADJOURNMENT

Councilperson Wester moved to adjourn the meeting at 9:00 pm seconded by Supervisor Jones. Approved by Board

HANDOUTS AND REPORTS:

On file in the Town Clerk's Office.
Town Clerk Report

Supervisors Report
Highway Superintendent Report

Resolution 2023 -1 – 2023 -10

Respectfully Submitted,

Lisa Dolan, Town Clerk