

REGULAR TOWN BOARD MEETING
TUESDAY, MARCH 12, 2013
7:00 PM- COMMUNITY CENTER

Town Board Members Present: Supervisor- Randy Preston
Councilman-Darin Forbes
Councilman-Steve Corvelli
Councilwoman-Dawn Stevens
Councilwoman-Rarilee Conway

Public Present: Gerald L. Bruce-Town Clerk & George Buck.

RESOLUTION 20-13 TOWN BOARD APPROVED THE 2-12-13 & 2-27-13 MINUTES.

Motion-Darin Forbes Seconded- Steve Corvelli All in Favor

RESOLUTION 21-13 TOWN BOARD APPROVED THE SHARED SERVICE AGREEMENT.

TOWN OF WILMINGTON CONTRACT FOR SHARED HIGHWAY SERVICES

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

- a. "Municipality" shall mean any city, county, town or village which 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 undersigned city/county/town or village.
- 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.
- 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 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 borrower 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.
 - iv. the maintenance of machinery or equipment by a municipality for other municipalities.
- 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 county superintendents of highways; in the case of a town, the town superintendent of highways; in the case of a village, 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 which 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 Wilmington 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 Wilmington. The determination as to whether such machinery, with or without operators, is needed by the Town of Wilmington 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 Wilmington 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 best interests of the Town of Wilmington 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 Wilmington, 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 Wilmington agrees to repair or maintain machinery or equipment for any town under terms that maybe 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 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.

f. 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 a result of directions given to perform work, then the lending municipality shall be held harmless by the borrowing municipality.

g. Each municipality shall remain fully responsible for its own employees, including 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 maybe delivered to the other party via mail, personal delivery, facsimile machine, or any other method of transmission agreed upon. In the event there is no written acceptance of the memorandum, 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. 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. 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 three of this agreement, shall be considered the machinery of, and the employee of; the municipality owning the machinery and equipment.

8. 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 mother 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. 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 which has shared services with such municipality.

10. In the event a dispute arises relating to any repair, maintenance or shared service, and in the event such dispute cannot be resolved between the parties, such dispute shall be subject to mediation.

11. Any 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 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. 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. The record of all transactions that have taken place as a result of the Town of Wilmington 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.

14. If any provision of this contract 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 with the invalid portion so modified or eliminated.

15. This contract shall be reviewed each year by the Town of Wilmington and shall expire five years from the date of its signing by the chief executive officer. The Town of Wilmington board may extend or renew this contract at the termination thereof for another five year period.

16. Copies of this contract shall be sent to the clerk and the 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 said Town of Wilmington 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 _____ day of _____, 20_____.

Supervisor Preston -	Yes
Councilman Forbes -	Yes
Councilman Corvelli-	Yes
Councilwoman- Stevens	Yes
Councilwoman- Conway	Yes
Carried	

Parks Department received three quotes for a new lawn mower.

John Deere- \$6,753.25

Taylor Rental- \$6005.96

Parkside Supply- \$5,995.99

RESOLUTION 22-13 TOWN BOARD ACCEPTED THE LOWEST QUOTE OF \$5,995.99 FROM PARKSIDE SUPPLY

Supervisor Preston - Yes
Councilman Forbes - Abstain
Councilman Corvelli- Yes
Councilwoman- Stevens Abstain
Councilwoman- Conway Yes
Carried 3 Yes 2 Abstentions

RESOLUTION 23-13 TOWN BOARD APPROVED THE PURCHASE OF A DRILLING MACHINE FOR THE WATER DEPARTMENT. THIS WILL BE USED TO MAKE A PUSH UNDER THE HIGHWAY TO INSTALL WATER LINES. SUPERVISOR WILL RUN AN AD FOR BIDS.

Motion-Dawn Stevens Seconded- Darin Forbes All in Favor

RESOLUTION 24-13 TOWN BOARD APPROVED BILL McGREEVY'S REQUEST TO HOLD THE TEAM PLACID PLANET BIKE RACE HERE IN WILMINGTON ON JUNE 8, 2013. THE BOARD ALSO APPROVED THE USE OF THE TOWN HIGHWAY'S AND PARK.

Motion-Steve Corvelli Seconded- Dawn Stevens All in Favor

THE TWO TRUCKS THAT ARE DECLARED SURPLUS EQUIPMENT WILL BE PUT OUT TO BID AGAIN.

NEXT WORK SESSION WILL BE 3/27/13

RESOLUTION 25-13 TOWN BOARD APPROVED THE EXPENSES.

Name of Account			2013		
General Fund	<u>From:</u>	G91	To G137	Amt:	21193.52
			:		
Payrolls				Amt:	23392.85
Social Security				Amt:	1665.85
Health Insurance				Amt:	
Other:				Amt:	
Other:				Amt:	
Other:				Amt:	
				Amt:	
Highway	<u>From:</u>	H47	To H72	Amt.	51786.12
			:		
Payrolls				Amt.	18519.38
Social Security				Amt.	1370.67
Health Insurance				Amt.	
Other:				Amt.	
Other:				Amt.	
				Amt.	
Water	<u>From:</u>	W47	To W71	Amt.	5342.76

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Payrolls		Amt.	3710.43
Social Security		Amt.	260.82
Health Insurance		Amt.	
Other:		Amt.	
Other:		Amt.	

2013

GARBAGE DIST.	<u>From:</u> GD05	To GD06	Amt.	584.85
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Payrolls		Amt.	1448.80
Social Security		Amt.	101.72
Health Insurance		Amt.	

Motion- Steve Corvelli Seconded- Dawn Stevens All in Favor

Motion to adjourn by Steve Corvelli Seconded Dawn Stevens All in Favor

Respectfully Submitted:

Gerald L. Bruce/Town Clerk