

On Monday, November 9, 2015, the Preble Town Board held its regular monthly meeting. The meeting was called to order by Supervisor, James Doring, with the salute to the flag at 8:00.

Board members present: Peter Knapp, Dave Morse, Linda Riehlman, Al Socha; Councilmen

Others present: Don Armstrong, John Steger, Josh Mowers, Dan O'Shea, Anne Henderson and Nancy Dalley.

CORRECTIONS/APPROVAL OF PREVIOUS MINUTES

Motion made by Linda Riehlman, seconded by Peter Knapp

RESOLUTION #66: To accept the October 12, 2015 regular meeting minutes, October 26, 2015 Special Meeting for a new truck minutes, November 3, 2015 Special Meeting for the Budget Public Hearing Minutes as submitted. Peter Knapp(aye) Dave Morse (aye) Linda Riehlman(aye) Al Socha(aye)

COMMITTEE REPORTS:

DOG CONTROL: - 1 dog running at large; animal picked up

JUSTICE REPORT -\$9,229.00 submitted to the Town for October

HIGHWAY REPORT: Roads:

-Have dug built forms, poured concrete at the culvert on Marybelle Road. The road had been undermining.

-Some "spot" oil and stone repairs on Simon Rd, E. Clark and East Hill Rd. Also finished spray patching last week.

-The sand/salt/lignin is mixed.(1000 tons)

Equipment:

-Jeff has signed the release from the insurance company. He expects a check anytime.

-The Board needs to pass a resolution authorizing the Supervisor to sign the truck agreement with Tully.

Motion made by Peter Knapp, seconded by Linda Riehlman

RESOLUTION #67: To authorize Supervisor, James Doring, to sign the Intermunicipal Cooperation Agreement between the Town of Preble and the Town of Tully Town Boards Peter Knapp(aye) Dave Morse(aye) Linda Riehlman(aye) Al Socha(aye)

INTERMUNICIPAL COOPERATION AGREEMENT TOWN OF PREBLE – TOWN OF TULLY TOWN BOARDS

This Agreement is made by and between the Town of Preble (hereinafter "Preble") with offices at Preble, New York, a municipality being located in the County of Cortland, State of New York,, and the Town of Tully (hereinafter "Tully") with offices located at Tully, New York, a municipality being located in the County of Onondaga, State of New York.

WHEREAS, this agreement is made pursuant to General Municipal Law, Article 5-G; and

WHEREAS, it is in the interest of the taxpayers of Preble and Tully to share resources in the undertaking of snowplowing, sanding and clearing of snow on Town highways; and

WHEREAS, it is expected to make certain equipment owned by a municipality available for use by another when it is in the public interest, such other has been or is willing to offer similar assistance from time to time; and

WHEREAS, flexibility in operating local governments and their public works programs is necessary to insure efficiency and maximum benefits; and

WHEREAS, due to having lost use of certain equipment, Preble is in need of using a similar piece of equipment owned by Tully until such time as Preble has purchases a replacement; such equipment being specifically: 1999 snow plow (identified as VIN #HTGEAHR6XH632248); and

WHEREAS, each party has authorized their respective highway superintendents to act using their discretion pursuant to this Agreement; and

WHEREAS, general oversight and final authority, including over those matters generally within the Superintendent's sole authority when within the municipal territorial boundaries, will be accomplished through regular reports by the respective highway superintendents to their Town Board and direction and response as applicable, and in their sole discretion, the respective Town Boards; and

NOW, THEREFORE, IT IS HEREBY AGREED, by the Town of Preble and the Town of Tully as follows:

- 1. That Tully shall loan Preble use its 1999 snow plow (identified as VIN #1HTGEAHR6XH632248)(the "Equipment"). The equipment use will be compensated for on an in kind and equitable basis from time to time in similar situations as determined by the respective Superintendents.**
- 3. That the term of this agreement shall be for the 2015-16 winter season, unless either party terminates this agreement on thirty (30) days written notice, sent certified mail to the Town Supervisor, the Town Highway Superintendent and the Town Clerk of the Municipality. Such termination may be immediate, however in the event of a violation hereof causing or likely to cause serious bodily injury or property damage.**
- 4. Preble agrees to obtain and thereafter continue to keep in full force and effect their general liability insurance, public liability insurance and automotive insurance relative to the various services to be performed herein with limits of not less than \$500,000 per occurrence and \$1,000,000 annual aggregate, and naming Tully as additional insured.**
- 5. Preble shall:**
 - a. Be responsible for injury to any of its employees during use of the vehicle if it is a workers' compensation injury pursuant to Workers' Compensation Law section 2(7).**
 - c. Be liable for ensuring only duly qualified employees operate same and for negligence and/or other wrongful acts or omissions of its employees occurring in the performance of their duties in use of the Equipment.**
 - d. Be responsible for all fuel and regular minor maintenance and for such other maintenance, repair and replacements to the Equipment cause by the acts or omissions of its employees during and as a result of its use as opposed to as a result of the normal wear and tear including of prior use. Tully reserves the right in the event of a major repair or replacement to cancel this Agreement in order to remove the Equipment for service. If participants cannot agree on responsibility for payment, the matter shall be subject to review by arbitration as provided in 7 below.**
 - e. Keep records of the days and hours (as appropriate) that cooperative services were used and provide copies of this documentation to Tully for verification.**
- 6. Except as qualified for at section 5 hereof, Preble hereby covenant and agree to indemnify, defend and save harmless Tully against claim for any loss, injury, death and/or damages, fees or penalties including to co-employees and third parties arising out of Preble's use of the Equipment, its negligent or other wrongful acts or omissions, or its violation of the provisions hereof. The parties shall ensure that their respective insurance coverage includes contractual liability coverage for the foregoing provisions.**
- 7. Should any dispute arise between the parties respecting the terms of this agreement, the disputed matter shall first be subject to mediation with a mediator agreed to by the parties. Failing a successful mediation, upon request of either party the dispute shall be settled by arbitration in accordance with the American Arbitrator Association procedures and**

rules and otherwise in accordance with the laws of the State of New York by three arbitrators, one of whom shall be selected by each of the parties hereto, and the third by the two arbitrators so selected. If the selection of any arbitrator shall not be made within 15 days of the time that either party shall notify the other of the name of the arbitrator selections by the notifying party, then the arbitrator or arbitrators not selected shall be appointed in the manner provided by the laws of the State of New York. The arbitrator shall file its decision not later than 60 days from the date of arbitration.

8. The Supervisors and Highway Superintendents set forth below have executed this agreement pursuant to resolution adopted by their respective Town Boards at duly conducted meetings thereof. Each signatory is duly authorized and empowered to execute this instrument and enter into such an agreement on behalf Preble and Tully. This instrument shall be executed in duplicate. At least one copy shall be permanently filed, after execution thereof, in the office of the Town Clerk of each municipality.

-#5 and Tully's truck are ready for snow. The grader and #4 will be read in a few days.

-The mower tractor and spray patcher are in Scott's cold storage building for the winter.

Shop:

-Jeff hopes to be ordering a full set of specs by mid-week. Don's office had a minor correction to be made. Jeff's hope is the Board would release the plans for bid in December so work could start in the spring..

Personnel:

Other:

-The historical marker on Route 11 in Baltimore has been replaced.

-Santa will be at the station December 12th

-There is a Pancake Breakfast November 29th at the fire station.

RECREATION:

- Josh Mowers submitted his report for the season. He stated that the online reservations worked well for families and organizations. The volleyball was not widely used this year. The year-end meeting was held November 4. There was discussion on playground equipment being rundown and falling apart being a safety hazard. They would like to take the old equipment down and replace with new equipment, perhaps asking for donations. Josh is suggesting that the park be rekeyed so that the gate, kitchen, bathrooms and pavilion would be one key. They are also working on a drop box that would make it easier for the residents to return the park key. John and Rick Burt will be doing a walk through of the park and will make a list of the necessary repairs. Some repairs that currently need to be done are the pavilion roof and the bathroom doors. There are electric wires that need to be taken care of. A completed list will be given to the Board when finished.

-Renee Compton remarked that the youth program was very successful and gave a summary of the activities that the Preble Youth Program was involved with over the summer. She completed the season within her budget. There were 9-10 volunteers who put in over 700 hours. Next year, the program will start July 12th.

COUNTY LEGISLATURE: Mr. Boyden is absent.

ZONING AND CODE ENFORCEMENT:

October Report

- 4 Building Permits Issued
- 59 Miles traveled for the Town
- 7 Building Inspections
- 23 Hours worked
- 2 Fire inspections
- 4 Complaint Follow-ups
- 31 Telephone inquiries

PLANNING BOARD – Meeting –November 18th - @7:00 (Wednesday)

ZBA – Meeting – December 3rd - @7:30 (Thursday)

HISTORIAN:

-Anne Henderson stated that the new historical marker has been put in place in Baltimore.

Anne will be attending the Preble Co-op's 75th anniversary celebration at the Hathaway House in Solon Thursday night. She has suggested that someone should acknowledge the farmers. Jim will write a letter.

TOWN CLERK: -\$639.00 collected in October; disbursed \$603.50 to the Town of Preble, \$13.00 to NYS Ag & Markets and \$22.50 to NYS Dept. of Health.

UNFINISHED BUSINESS

Approve 2016 Budget - The 2016 Budget has been approved by the Board.

Motion made by Al Socha, seconded by Peter Knapp
RESOLUTION #68: To approve the 2016 Town Budget as stated.
Peter Knapp(aye) Dave Morse(aye) Linda Riehlman(aye) Al Socha (aye)

Name Plaque for Park – Peter announced that the plaque is finished and will be up in the park this coming summer. He will bring it to the December meeting. The plaque will be paid for from the funds that were turned over to the town from the old recreation committee.

New truck – Attorney Armstrong commented that in order to spend Capital Reserve money, permissive referendum is necessary to let the taxpayers know where the money is coming from to pay for the 'live bottom' box for the new truck. This mandatory referendum will be in effect for 30 days, ending December 4th.

Highway Garage – Attorney Armstrong stated that the goal was to present to the Board packets to go out for bid, but he did not received them. He believes that they should be in his office within days. The plan is to send the bids out in December. The Board should be considering who they want for the 'clerk of the works'.

Mercy Flight –Gregory Eisenhut, representing Mercy Flight, stopped by the office and is asking if a contribution could be set up in the budget (10 cents for each resident of the town -\$140.00. The Board reviewed the literature that was left with the Town Clerk. After some discussion, the Board agreed to make a donation of \$140.00 which will be vouchered in December.

Appointment of Charles Dalley to Board of Assessment Review – Effective 10/1/2015 for 5 years
Motion made by Linda Riehlman, seconded by Peter Knapp
RESOLUTION #69: To reappoint Charles Dalley to the Board of Assessment Review, effective 10/1/2015, for a period of 5 years.
Peter Knapp(aye) Dave Morse(aye) Linda Riehlman(aye) Al Socha(aye)

PUBLIC COMMENTS

Renee Compton – A medical bag has been purchased for the park.

John Steger – The rafters on the pavilion at the park appear to be coming apart. (Jim and John will look at it)

APPROVE GENERAL & HIGHWAY BILLS

Motion made by Dave Morse, seconded by Linda Riehlman
RESOLUTION #70: To pay the General Fund Vouchers, Abstract #11, Nos. 221 to 243 totaling \$8,899.97
Peter Knapp(aye) Dave Morse(aye) Linda Riehlman(aye) Al Socha(aye)

Motion made by Al Socha, seconded by Linda Riehlman
RESOLUTION #71: To pay the Highway Fund Vouchers, Abstract #11, Nos. 96 to 108, totaling \$20,304.58
Peter Knapp(aye) Dave Morse(aye) Linda Riehlman(aye) Al Socha(aye)

There being no further business, Jim asked for a motion to adjourn. Motion made by Al Socha, seconded by Linda Riehlman; meeting adjourned at 8:57.

Respectfully submitted,

Unofficial 11/09/2015
Official

Jane W. Davenport
Town Clerk

