

**Town of Morristown
Regular Monthly Meeting
April 21, 2015**

Present: David VanArnam, Sean Macaulay, Howard Warren (7:15 PM), Frank Putman

Absent: Gary Turner

Also Present: Dean Hoffman, Chris Sherwin, Kevin Crosby

Public Hearing: Supervisor Putman opened a public hearing at 7:03 PM to take comments on proposed Local Law #1 of 2015 a local law to repeal Local Law # 1 of 2014. There were no public comments received. Supervisor Putman opened the regular meeting.

Approval of Minutes: A motion was made by Councilman VanArnam, and seconded by Councilman Macaulay to approve the minutes of March 10, 2015 as presented.

Vote: David VanArnam-Aye, Shawn Macaulay-Aye, Frank Putman-Aye

Correspondence-Correspondence received for review.

Public Comment-There was no public comment received.

Old Business

1. **Sewer Districts-** Dean Hoffman reported to the Board on the current condition of District #2. He reported that District #2 is up and running at this time with all problems either repaired or temporarily working. Things that were noted:
 - a. Foy's pod is filling with water-maybe groundwater infiltration.
 - b. Cleanouts freezing solid are a recurring problem. Might help to dig around them and foam them.
 - c. Board needs to have a list of contractors who can work on freeze ups next winter. They would need equipment to defrost the lines.
 - d. Superintendent Hoffman is getting prices for a vacuum unit.A special meeting was scheduled for Monday, April 27th at 6:30 PM. The meeting will focus just on the problems with District #2.

2. **Town Hall Project-** Tabled

3. **Employee Handbook-** Tabled

4. **Local Law #1 of 2015- Repeal of 2015 Tax Cap Law-** A motion was made by Supervisor Putman, and seconded by Councilman VanArnam, to adopt Local Law #1 of 2015 as follows:

A LOCAL LAW REPEALING LOCAL LAW NO. 1 OF 2014 ENTITLED, "A LOCAL LAW AUTHORIZING A PROPERTY TAX LEVY IN EXCESS OF THE LIMIT ESTABLISHED IN GENERAL MUNICIPAL LAW 3-C, PREVIOUSLY ADOPTED ON May 13, 2014.

Be it enacted by the Town Board of the Town of Morristown as follows:

Section 1. Title

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This Local Law shall be referred to as "**A LOCAL LAW REPEALING LOCAL LAW NO. 1 OF 2014,**" entitled "**A LOCAL LAW AUTHORIZING A PROPERTY TAX LEVY IN EXCESS OF THE LIMIT ESTABLISHED IN GENERAL MUNICIPAL LAW 3-C**".

Section 2. Purpose and Legislative Intent

In 2013, the New York State Legislature amended the General Municipal Law by adding new section 3-D, which sets forth the eligibility requirements for the real property "tax freeze" authorized by subsection BBB of section six hundred six of the Tax Law, for the fiscal year starting 2015.

Pursuant to section 3-D, upon the adoption of the budget by a local government unit, the Chief Executive Officer or Budget Officer of the local government wishing to render its taxpayers eligible for the real property tax freeze credit must: (i) certify that the budget adopted for the tax year in question does not exceed the tax levy limit; or (ii) if the governing body of the local government unit has enacted a local law or approved a resolution allowing the government unit to override the tax levy limit for the year in question, certify that such local law was subsequently repealed.

Therefore in order to comply with the requirements of section 3-D, Local Law No. 1 of 2014, which was adopted on May 13, 2014 authorizing the Town of Morristown to override the tax levy limit for 2015, is hereby repealed in its entirety.

Section 3. Authority

This Local Law is enacted pursuant to Municipal Home Rule Law § 10. This local law shall supersede any special law to the extent it is inconsistent with the same and to the extent permitted by the New York State Constitution, the Municipal Home Rule Law, or any other applicable statute. This Local Law shall supersede any inconsistent local law.

Section 4. Rules and Regulations

The Town Board is authorized to adopt rules and regulations, by resolution, to further implement the provisions of this Local Law.

Section 5. Severability

If any part or provision of this local law or the application thereof to any person or circumstance be adjudged invalid by any court of competent jurisdiction, such judgment shall be confined in its operation to the part or provision or application directly involved in the controversy in which such judgment shall have been rendered and shall not affect or impair the validity of the remainder of this local law or the application thereof to other persons or circumstances, and the Town Board of the Town of Morristown hereby declares that it would have passed this Local Law or the remainder thereof had such invalid application or invalid provision been apparent.

Section 6. Repeal

All ordinances, local laws and parts thereof inconsistent with this Local Law are hereby repealed.

Section 7. Effective Date

This Local Law shall take effect immediately upon filing in the office of the New York State Secretary of State in accordance with Section 27 of the Municipal Home Rule Law.

Vote: David VanArnham-Aye, Shawn Macaulay-Aye, Howard Warren, Frank Putman-Aye

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4. **Ethics Review Board-** the Clerk was directed to advertise again for interested residents to serve on the review board.
5. **Other Old Business-**The Board held a short discussion on the condition of the old Edwardsville Grocery. The discussion centered on how to remediate the property. No conclusions were reached

New Business

1. **Liquor License Notification-** the Board received notification the Mack's Inn had sent the Town the required notice that they were filing for a liquor license. The Board had no comments on the notification.
 2. **Local Law # 2 of 2015-Override Tax Cap for 2016-** Tabled
 3. **Local Law #3 of 2015-Revision to Fire and Building Code-** Tabled
- Resolution #4 of 2015 Shared Services (multiple towns)-** A motion was made by Supervisor Putman and seconded by Councilman VanArnam, to adopt Resolution #4 of 2015 as follows:

Resolution Authorizing the Morristown Supervisor to sign a contract on behalf of the Town of Morristown to permit the Superintendent of Highways 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/her duties.

WHEREAS, all municipalities, including the Town of Morristown, have the power and authority of contract for the purpose of renting, leasing, exchanging, borrowing or maintaining of machinery and equipment, with or without operators, with other municipalities, and;
WHEREAS, all municipalities, including the Town of Morristown, 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 Morristown and other municipalities have machinery and equipment which is not used during certain periods, and;
WHEREAS, it is determined that the Town of Morristown and other municipalities often have material 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 or necessity of purchasing certain needed highway machinery and equipment and the purchasing of materials and supplies, the Town of Morristown and other municipalities may avoid the need for storing a large inventory of certain extra materials, and supplies, thereby saving the taxpayers money, and;
WHEREAS, it is recognized and determined, from a practical working arrangement, that no program of borrowing, exchanging, leasing, renting or maintaining of highway machinery and equipment or borrowing or lending of material can be successful if each individual arrangement or agreement has to receive prior approval by the Town Board and the governing board of each of the other municipalities which may be parties to such agreements, since such agreements must often be made on short notice and at times when governing boards are not in session, and;

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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 the Town of Morristown to give the Highway Superintendent the authority to enter into renting, exchanging, borrowing, lending or maintaining arrangement with the persons serving in similar capacities in other municipalities without the necessity of obtaining approval of the Town Board prior to the making each individual arrangement, and;

WHEREAS, a standard contract has been prepared which is expected to be adopted and placed into effect in other municipalities, and will grant the Highway Superintendent, authority to make similar arrangements, and;

WHEREAS, it is hereby determined that it will be in the best interest of the Town of Morristown to be party to such shared services arrangements, and;

NOW THEREFORE BE IT RESOLVED, that the Supervisor of the Town of Morristown is hereby authorized to sign on behalf of the Town, the following contract:

1. For purposes of this contract, the following items shall be defined as follows:
 - a. "Municipality" shall mean any village, county, town or city 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 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 accept the terms of the contract to the same degree and effect as if each chief executive officer had signed each individual contract.
 - c. "Shared Services" 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 services 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.

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- “Director” shall mean, in the case of a village, the superintendent 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 city, the head of the department 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 check of the undersigned municipality.
 3. The undersigned municipality by this agreement grants unto the Superintendent of Highways, 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 Morristown 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 Morristown. The determination as to whether such machinery, with or without operators, is needed by the Town of Morristown, shall be made by the Superintendent of Highways. The value of the materials or supplies borrowed from another municipality under this agreement maybe 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 and/or directors.
 - b. The Town of Morristown 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 of Highways. In the event the Superintendent of Highways determines that it will be in the best interests of the Town of Morristown to lend to another municipality, the Superintendent of Highways 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 Morristown, 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 and/or directors.
 - c. The Town of Morristown agrees to repair or maintain machinery or equipment for any city/county/town/village under terms that may be determined and agreed upon by the directors.
 - 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 highways 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.

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- e. When receiving the services of any 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 of Highways. Such memorandum may be 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 director 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 the 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 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. Records shall be maintained by each municipality setting forth all machinery rentals, exchanges, borrowing, repair or maintenance and other shared services. Such records will be available for inspection by any municipality which has shared services with such municipality.

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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. 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 a 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.
14. This contract shall be reviewed each year by the Town of Morristown and shall expire five years from the date of its signing by the Town Supervisor. The Morristown Town 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 the Superintendent of Highways anticipating engaging in shared services. No shared services shall be conducted by the Superintendent of Highways except with the Supervisor of the 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 of Highways.

IN WITNESS THEREOF the said Town of Morristown has by order of the Town Board, caused these presents to be subscribed by the Clerk thereof, this 21st day of April, 2015.

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:

The Village of Gouverneur, Town of Canton, Village of Morristown, Town of Lisbon, Town of Oswegatchie, Village of Heuvelton, City of Ogdensburg, and the St. Lawrence County Highway
This resolution shall take effect immediately.

Vote: David VanArnam-Aye, Shawn Macaulay-Aye, Howard Warren, Frank Putman-Aye

4. **Other New Business**-None brought before the Board.

Department Reports

1. **Highway Department**- A written report was given to the Board. The Superintendent requested permission to attend the 2015 Cornell Highway School. The Board gave their approval. The Supervisor extended the Boards thanks to the Highway Department for all their hard work repairing the sewer system and for cleaning the Town roads.
2. **Code Enforcement**- A written report was given to the Board. The Code Enforcement Officer commented that he is conducting property maintenance inspections throughout the town during the months of April and May.
3. **DPW**-was part of the discussion under Sewer Districts.

4. Assessor- Assessor School Request- The Board received a request from the Assessor to attend the Assessor School at Cornell University again. The Board granted their approval.

5. Dog Warden – Waiting on the resolution of an animal cruelty case the Dog Warden assisted the County Sheriff’s Office with.

Executive Session- A motion was made by Councilman Warren, and seconded by Councilman VanArnam, to enter into executive session to discuss matters related to the employment history of a specific Town employee. The Board entered executive session at 7:45 PM, and left executive session at 7:55 PM. Supervisor Putman stated that no action was taken.

Additional Business Item- A motion was made by Councilman Macaulay, and seconded by Councilman Warren, to pay the remaining balance of sick time due to Dean Hoffman in one lumps sum payment.

Vote: David VanArnam-Aye, Shawn Macaulay-Aye, Howard Warren, Frank Putman-Aye

The meeting was adjourned upon motion at 7:57 PM.

Meeting minutes prepared, and respectfully submitted by, David Murray, Town Clerk