

March 13, 2024

The Town Board of the Town of Harpersfield held a regular meeting on March 13, 2024

Present were: Lisa M. Driscoll, Supervisor  
Patrick F. Funk, Councilmember  
Erik R. Reeve, Councilmember  
Donna M. Van Sickell, Councilmember

Absent: Dwayne C. Hill, Councilmember

Also present: Russell Hatch, Supt. Of Highways  
Linda E. Goss, Town Clerk

Others present: Gloria Anderson  
Rhonda Slicer  
Pierre Bessez  
Thomas Van Sickell  
Elizabeth Page, Editor for The Mountain Eagle

The meeting was called to order at 7:00 PM by Supervisor Lisa M. Driscoll.

Supervisor Driscoll led the Board and those in attendance in the Pledge of Allegiance to the Flag.

Supervisor Driscoll informed the Board that next on the agenda were the bids for the new truck for the Highway. She informed that Board that the bid notice in the newspaper was incorrect. The bid notice was for the complete truck to be delivered in March of 2024. The bid should have been for just the chassis and cab portion of the truck. The bid notice should state that the Town will take delivery of the chassis and cab by April 15, 2024. Then it will need to go out and get retrofitted with all of the other equipment. She suggested that the Board not open the bids that have been received but reject them and rebid the new truck. The Town Board agreed and will rebid the truck for next month's Town Board meeting.

The draft minutes for the January 10, 2024, were issued to the Board. The Board asked for some time to read these draft minutes over. Supervisor Driscoll agreed and put them on the agenda for next month's Town Board meeting.

Supervisor Driscoll informed the Board that next on the agenda was a letter from Matt Moyse, resident on Parker Schoolhouse Road. Supervisor Driscoll has received council from the Town Attorney that the Town Board cannot comment on issues concerning NY Safety Track at tonight's meeting or in the future. The Site Plan Review is still going on with the Planning Board. The Planning Board needs to make a decision and move forward. Mr. Moyse's letter is about NY Safety Track. His properties are adjacent to the track. The letter is as follows:

Matt Moyse

180 Parker Schoolhouse Road

Davenport, NY 13750

Dear Board Members:

Good evening. My name is Matt Moyse and I have lived at 180 Parker Schoolhouse Rd. of 10+ years. I am also the Son-In-Law of Dale Butts of 180 and 294 Johnson Rd, the largest bordering neighbor of the New York Safety Track, located on Zimmerman Road in the Town of Harpersfield. Together we share ownership of 420 Johnson Rd., which also shares a large property line with the northern side of the NYST. I don't believe this is a contest, but I do believe I am the most regularly affected person and family on a daily basis.

In current form, there are certainly issues we could discuss. As the first house on Parker Schoolhouse Rd., and on the straightaway, I can firmly tell you that there are many people who do not obey the speed limit. Often it's too late, but when they do catch my young kids and dogs playing in the yard they will let off of the gas. But the larger issue is the oversized campers and trailers coming down the hill, unable to slow enough to go the speed limit, that would never have a chance to stop if they needed to. I believe all of us in attendance can discuss the traffic, speeding and obtrusive airplane buzzing the rooftops at 7:30 AM on a Sunday morning. But frankly that's not why we are here.

I am unsure with the (possible) change in ownership if there is still a registered firearms dealer on site, but there is still a shooting range that faces downhill within a short distance of our property. There have been times we have been in the woods, tapping trees or monitoring our property, and felt unsafe due to the sound of whizzing bullets. I would be willing to lay down a hefty bet that there are no lead catchers installed. It's also worth noting that 294 Johnson Rd is where my mother-in-law operates a registered daycare.

As a family, we can deal with the current usage of the track. Ideal? No, but at 5 o'clock the humming of the engines stop and we can enjoy an evening cookout or meal, ride our horses and enjoy the country setting we all live in ... except for all the shooting, which commences after the 5 PM time. To operate from 6 AM – 10 PM, 7 days a week, would be an incessant level of

disruption that no individuals should have to endure. In fact, are there any other businesses in this area that operate under those guidelines?

Let's be honest, the economic impact is not that great, and I have seen no numbers to indicate otherwise. When the cars and trucks drive down to the end of Parker Schoolhouse Rd, most of them turn left and might stop for dinner on their way out of Stamford or further down 23. Very few turn right, and if they do, they are headed straight to Oneonta. We own and operate an AirBnB at 420 Johnson Rd. This is a business that brings plausible tax income to the town and county. We have been in operation for just over 2 years, and I can count on 1 hand the number of times "track-goers" have rented for the weekend. And of those 3 or 4 times, 1 group had to stopped from riding their dirt bikes around the property, even though the rules clearly state that is not allowed.

As an extension of this AirBnB endeavor that we have tackled as a family, we are in the process of renovating the barn for a family wedding in May, and it is our wish to fully operate in the future as a complete wedding venue and homestead. This would not only bring in additional economic benefit to the municipalities, but also to the other people in this room and area that operate their own short-term rentals. If this body is to accept and allow for the 7 days a week, 6 AM to 10 PM hours, there is no way we could operate as a venue due to the noise. So I ask this body, where's the economic benefit? What does any expansion of this track do for us as a community base? Has anyone provided an economic study? Forget the noise and disruption to the roads – show me the money. In fact, I would ask Mr. Fred Utter, Town of Davenport Highway Superintendent – has he received back \$1 from the use of the NYST to pay for the traffic damage to Parker Schoolhouse Rd.?

We are where we are and there is no going backwards on the framework deal. But any expansion to the use of the property, the hours in which it operates, or the allowable days would be a dramatic error for anybody who has a vote.

Sincerely,

Matt Moyse

607-437-6622

Supervisor Driscoll continued also in the Board's packets is a letter to the Planning Board which states a couple more concerns and an article from The Reporter about campground regulations being revised in the Town of Franklin. Supervisor Driscoll has pointed out to Mr. Moyse that the Town of Franklin has zoning. The Town of Harpersfield does not have zoning. Copies of all of the letters and newspaper article have been included in the Board's packets for them to review.

Supervisor Driscoll informed the Board that next on the agenda is a litigation retainer for Young/Sommer LLC to provide legal advice regarding the defense of an Article 78 proceeding from Mountain Top Airfield, LLC. Mountain Top Airfield, LLC has taken the Town Planning Board to court to try and make them close the public hearing on the Site Plan Application from NY Safety Track. A motion was made for Town Supervisor Lisa Driscoll to sign an agreement with Young / Sommer LLC to provide legal advice regarding the defense of the Article 78 proceeding, Mountain Top Airfield, LLC v. Town of Harpersfield Planning Board, by Patrick F. Funk seconded by Erik R. Reeve. All voting Aye.

Supervisor Driscoll informed the Board that next on the agenda was the Western Catskills Community Revitalization Council Inc. (WCCRC) Housing Rehab grant. Supervisor Driscoll reported to the Board that she has spoken to Antonia Besculides, Executive Director for WCCRC about a grant that Harpersfield residents could apply for housing rehabilitation. The Town of Stamford has applied for this grant. The total expense to the Town would be \$4,500.00 for WCCRC to administer this NYS Community Development Block Grant (CDBG). Supervisor Driscoll informed the Board that Ms. Besculides has spoken to the Town Board a couple of years ago about if they had any interest in a CDBG grant. The first step in the grant process is to find out if there is a need in the Town of Harpesfield. Ms. Besculides without Supervisor Driscoll's permission has put up flyers, website posts and a press release in The Mountain Eagle hoping to build a waiting list for this grant. According to Ms. Besculides there are eleven households on the waiting list. The grant requires between twenty to thirty households. The WCCRC will choose which households would get the repairs. Supervisor Driscoll has spoken to Linda E. Goss who has told her that Delaware Opportunities Inc. also applies for CDBG grants. Delaware Opportunities Inc. adds the cost from the Town to the administration costs of the grant. That way the Town would not have to pay \$4,500.00 to have the grant administered. Supervisor Driscoll has sent WCCRC's information to the Board for them to review before the meeting. She asked the Board for their input about this grant. Councilmember Funk has a concern about using the grant funds to repair homes that are not going to be maintained. A discussion was had. Councilmember Reeve does not believe in these types of grants. It's free money that is not free money. It costs the taxpayers to cover these grants. Councilmember Van Sickell asked won't they need twenty to thirty properties to qualify to get the grant? Supervisor Driscoll answered they need twenty to thirty properties to see that they have interest to apply for the grant funds. Not all those properties will get grant funds. There are a lot of qualifications that must be met before the applicant will be accepted to receive grant funds. Linda E. Goss stated that is the reason that Delaware Opportunities Inc. has not come back to the Town to see if they would like to apply for another CDBG grant. Delaware Opportunities has administered two CDBG grants for the Town of Harpersfield. They struggled on the second grant to have enough applicants that would qualify. They struggled to get enough contractors to do the repairs. The

discussion continued. The Board concluded that at this time they did not want to proceed with WCCRC trying to get a CDBG grant for the Town.

Supervisor Driscoll informed the Board that next on the agenda was the 2023 budget reconciliation. In the Board's packets was a 2023 Budget Transfers and Amendments sheet. On the left-hand side of the page are where the funds will be taken from and moved to the column toward the middle of the page. The third column to the right-hand side of the page are the amounts to be moved. These amounts are being moved to balance last years budget.

Supervisor Driscoll explained where the funds were being taken from and where the funds were going to. In the Transfer Station budget adjustments, there was a fund balance of \$28,101.00 that is being moved to cover health insurance, contractual expenses and Social Security. These are new line items in the Transfer Station budget. Supervisor Driscoll asked the Board if they had any questions about the budget transfers and amendments? The Board had no questions about the budget transfers and amendments. A motion was made to approve the 2023 budget transfers and amendments by Erik R. Reeve seconded by Patrick F. Funk. All voting Aye.

Supervisor Driscoll informed the Board that next on the agenda was Heartland payroll. She informed the Board that some employees are having a hard time printing out their paystubs. She will be printing out their paystubs until the issue is fixed. She has sent an email to Heartland about the problem. There is also a problem with some employees not being able to get on the app. Heartland has sent her a link to get on to the app which is different than just going to the app. Supervisor Driscoll is going to give the employees the link. They can try it and if it does not work, they need to let Supervisor Driscoll know. She will then contact Heartland to let them know that the link is not working. Councilmember Funk asked is the app having problems on the iPad? Supervisor Driscoll answered the problem is the app on some people's phones. They are trying to get their paystubs on their phones, and it is not going through. Some people can get in and others cannot get in. Councilmember Funk asked has Heartland said what they think the problem is? Supervisor Driscoll answered no, they have just said clear your cookies and try again. If this link does not work, she will tell Heartland that they need to figure out what is going on. They have given her another person to try and trouble shoot this problem so she will see if that works. Supervisor Driscoll also told the Board that she has gotten the iPads and holders for the Highway Department and Transfer Station. When she has the time, she will work with them to get them set up.

Supervisor Driscoll informed the Board an appointment for Sole Assessor, Laurel L. Bedford will need to be made. The term will be from April 1, 2024 to September 30, 2025. This term follows the newly adopted local law appointing a Sole Assessor. A motion to appoint Laurel L. Bedford as Sole Assessor with a term from April 1, 2024 to September 30, 2025 was made by Patrick F. Funk seconded by Erik R. Reeve. All voting Aye.

Councilmember Funk asked has a decision been made about changing the Town's official newspaper? He had gotten information, and The Mountain Eagle is much cheaper than The Daily Star. He had sent Linda E. Goss an email with the costs for The Mountain Eagle. A discussion was had. Ms. Goss continued that legally according to Public Officers Law, Open Meeting Law, Section 104, Public Notice, "Public Notice of the time and place of a meeting scheduled at least one week prior thereto should be given or electronically submitted to the news media and should be conspicuously posted in one or more designated public locations at least seventy-two (72) hours before such meeting." Councilmember Funk added that the Town needs an official newspaper. It does not need to be a daily newspaper. It can be a weekly newspaper. Ms. Goss agreed but is concerned about having enough time to publish public hearing notices, bids etc. Those need to be published ten (10) days prior to a meeting. The discussion continued. Ms. Goss will go back and find Councilmember Funk's email. The discussion continued. Councilmember Funk feels that the Town can continue to look into changing from The Daily Star to The Mountain Eagle as there is significant savings with The Mountain Eagle.

Councilmember Funk informed the Board that he has set up a free cycle page on Facebook for the Towns of Harpersfield, Stamford and Kortright. If someone has something that still has value that they no longer want, and they are not going to sell it, they can place it on a free cycle page. This way it keeps useful items out of the landfill and the C & D box.

Councilmember Funk reported to the Board that he has received a comment about Transfer Station employee Louis W. Ortiz and how helpful he is and what a great job he has been doing. A discussion was had.

Councilmember Funk reported to the Board that he has again cleaned up Gun House Hill Road. He still plans on contacting his neighbors to see if they would be interested in helping him. He would like to change the signs on both ends of the road to read "Adopt a Highway – Residents of Gun House Hill Road". This is a big project as it is six miles long, both sides of the road. A discussion was had. Gloria Anderson suggested that different schools Honor Societies are supposed to do community help or community hours. They might be willing to help Councilmember Funk clean up Gun House Hill Road. The discussion continued. A question was asked how do you get people to stop dumping their garbage on the road? Put up a camera? The discussion continued.

Russell Hatch reported to the Board on the loader that has broken down. It did have a blown head gasket. That is what was pressurizing the radiator. The bills have begun to come in. Refurbishing the head cost \$1,500.00 and another radiator was approximately \$2,000.00, plus the remaining parts to fix the head gasket. Councilmember Reeve asked Russell if they would not cover the radiator because of the head gasket? Russell answered yes, but the company did

lower the cost of the next new radiator. The one that blew was a brand new radiator. Councilmember Reeve asked could that radiator be re-cored? Russell answered no they are plastic.

Russell Hatch informed the Board that a beaver dam broke over the weekend. This damaged Champlin Road, Streeter Hill Road, Quaker Hill Road and Co Hwy 29. The Highway crew worked on it for quite a while on Sunday. On Monday the Highway crew was out plowing snow. They again worked on the roads on Tuesday and Wednesday. They should have finished today. Supervisor Driscoll asked do the roads still have to be fixed? Russell answered they should all be repaired for now. Supervisor Driscoll asked will there need to be any further repairs done this summer because of this? Russell answered the Highway crew had just put in one of these culvert pipes about a year ago. He was not able to check on the culvert pipe on Sunday because the water was still too high. He will need to take a look at that. Some of the culvert pipes on Quaker Hill Road are large pipes. They are 5' or 6' squash pipes. He has to get inside and look at them. This is the fourth time this beaver dam has broken since Russell began working for the Town. This was a beaver dam further in on the property and when it broke it took out a second beaver dam. That is why there was so much water on Quaker Hill Road and Co Hwy 29. Councilmember Funk asked do we need to think about possibly getting someone in there to trap them out? Russell answered the Town does quite a bit of trapping in our right-of-way. These dams are outside of our right-of-way. The last time the beaver dam broke and flooded out Quaker Hill Road and Co Hwy 29 we spoke to the Town Attorney about sending a letter to the property owner. The Town Attorney looked into it, and this is considered a natural occurrence. Councilmember Reeve asked so this is not considered property owner negligence? The answer was no. Councilmember Funk asked Russell would the property owner allow the Town on the property to trap the beavers? Russell answered no. Councilmember Funk asked Russell if the property owners drive on the road that gets washed out because of the beaver dams? Russell answered they did call him on Sunday night.

Russell Hatch reported to the Board that the Town of Delhi has passed a resolution for a contract for shared Highway services with the Town of Harpersfield. Currently the Town of Harpersfield Highway Department has shared service agreements with the Town of Davenport, Town of Jefferson, Town of Kortright, Town of Roxbury, Town of Stamford, Village of Stamford, and NYS Department of Transportation. Russell Hatch informed the Board that all the Towns work together. Councilmember Reeve asked does this include man hours? Russell answered yes, equipment and man hours. When a Town needs to oil and stone a road, we will send four trucks to that Town to work. Then that Town will send four trucks to work in our Town when we oil and stone a road. Linda E. Goss added that when Reed Road flooded out the County was there with pumps to help the Town out. We got a lot of help from the County and surrounding Towns. Russell continued that on Sunday morning after the beaver dams broke the Town

cleaned up Co Hwy 29. We also do winter maintenance on the Town's portion of Co Hwy 29. We bill the County for that winter maintenance. We will bill the County for the broken beaver dam clean up. Supervisor Driscoll added that the Town has received a check from the County for plowing snow during December 2023 and January 2024. Councilmember Reeve asked will the County have any issue that you cleaned up Co Hwy 29? Russell answered that the Highway crew originally went out to plow snow. Highway employee Otis Schermerhorn called Russell and informed him that Co Hwy 29 was full of gravel and rocks. Initially Mr. Schermerhorn just took the snowplow and pushed off the gravel and rocks. The County had been notified of the problem and was on the scene. Mr. Schermerhorn informed the County workers that he would go back and get a loader to finish cleaning up the road. The discussion continued.

#### RESOLUTION NO. 010 OF THE YEAR 2024

#### RESOLUTION AUTHORIZING THE CHIEF EXECUTIVE OFFICER TO SIGN A CONTRACT FOR SHARED HIGHWAY SERVICES ON BEHALF OF THE TOWN OF HARPERSFIELD.

At the regular meeting of the Town Board of the Town of Harpersfield duly held at the Town Hall, 25399 State Hwy 23, Harpersfield, NY on the 13<sup>th</sup> day of March, 2024. Upon the calling of the roll by the Clerk, the following members were:

Present:            Lisa M. Driscoll, Town Supervisor  
                         Patrick F. Funk, Council Member  
                         Erik R. Reeve, Council Member  
                         Donna VanSickell, Council Member  
                         Russell Hatch, Superintendent of Highways

Absent:             Dwayne C. Hill, Council Member

The following resolution was offered for adoption by Council Member Patrick F. Funk, and was seconded by Council Member Erik R. Reeve.

Resolution Authorizing the Town Supervisor to sign a contract on behalf of the Town of Harpersfield 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 Harpersfield have the power and authority to 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 Harpersfield, have power and authority to borrow or lend materials and supplies to other municipalities, and;

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

WHEREAS, it is determined that the Town of Harpesfield 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 Harpersfield 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 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 materials can be successful if each individual arrangement or agreement has to receive prior approval by the Board of the Town of Harpersfield 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;

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 and maintained with a minimum of paperwork and inconvenience and with swift approval process, and;

WHEREAS, it is the intent of the Town of Harpersfield to give the Highway Superintendent 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 Board of the Town of Harpersfield prior to the making of each individual arrangements, 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 person holding the position comparable to that of the Highway Superintendent, authority to make arrangements, and;

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

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

1. For purposed 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 has 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 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.
  - 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 the duties generally performed by County Superintendents of Highways; in the case of a Town, the Town Superintendent of Highways and in the case of a Village, a 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 Harpersfield 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 Harpersfield. The determination as to whether such machinery, with or without operators, is needed by the Town of Harpersfield, 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 Harpersfield 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 interest of the Town of Harpersfield 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 Harpersfield, 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 Superintendent.
  - C. The Town of Harpersfield agrees to repair or maintain machinery or equipment for any City, County, Town or Village under terms that may be agreed upon by the Superintendent, upon such terms as may be determined by the Superintendent.

- D. An operator or 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. All machinery and the operator, for the purposes of Workers Compensation, liability and any other relationship 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. 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 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 exchange or borrowing of materials or supplies, or the providing of a specific services 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. 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 include 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 or 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 the purposes of Workers Compensation, liability and any other relationship with third parties, except as provided in paragraph E. of section 3, 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 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, exchanging, 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 services, and in the event such dispute cannot be resolved between the parties, such dispute may be resolved through mediation or arbitration.
11. Any municipality which 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 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 Harpersfield 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 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 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 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 Harpersfield and shall expire five years from the date of its signing by the Chief Executive Officer. The Town of Harpersfield 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 service contract and has sent a copy thereof to the Clerk of his municipality and the Superintendent.

IN WITNESS THEREOF, the Town of Harpersfield has by order of the Town Board, caused these presents to be subscribed by the Chief Executive Officer, and the seal of the Town of Harpersfield to be affixed and attested by the Clerk thereof, this 13<sup>th</sup> day of March 2024.

Town of Harpersfield

By: \_\_\_\_\_

Lisa M. Driscoll, Town Supervisor

Attest: \_\_\_\_\_

Linda E. Goss, 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:

County of Delaware	Town of Kortright
Town of Davenport	Town of Roxbury
Town of Delhi	Town of Stamford
Town of Jefferson	Village of Stamford

This resolution shall take effect immediately.

The vote having been taken upon such resolution the result was as follows:

Councilmember:	Aye:	No:	Absent:
Patrick F. Funk	X		
Erik R. Reeve	X		
Dwayne C. Hill			X
Donna M. VanSickell	X		
Town Supervisor:			
Lisa M. Driscoll	X		

There being a majority of the Town Board voting to approve the resolution, the resolution was declared by the Town Supervisor to have been adopted. I, Clerk of the Town of Harpersfield hereby certify that the above is a correct text of the resolution adopted by the Town Board of the Town of Harpersfield on the 13<sup>th</sup> day of March, 2024 and that the above is the complete and whole text of such resolution.

(Seal)

\_\_\_\_\_

Linda E. Goss, Town Clerk

Supervisor Driscoll informed the Board that next on the agenda was the Tax Collector report. The Town received \$536.12 in bank interest and \$933.41 in penalties. The County received \$268,720.52 in taxes and \$536.11 in bank interest.

Supervisor Driscoll informed the Board that next on the agenda was the Town Clerk report. The Town received \$296.75 in fees for February 2024.

Supervisor Driscoll informed the Board that next on the agenda were the abstract and vouchers. She reported to the Board that the check has been written to pay for the ambulance service. She informed the Board that by mistake she paid the Davenport Fire District and Stamford Fire District the 2023 budget amount instead of the 2024 budget amount. Once the incorrect checks have been returned, she will send out the corrected checks. Councilmember Funk reported to the Board that he has received ambulance payments at his home address. He has turned the checks over to Supervisor Driscoll. Supervisor Driscoll has contacted Ray Baker at Headwaters EMS to get the problem corrected. A discussion was had. Supervisor Driscoll informed the Board that she has received a bill from Young/Sommer in the amount of \$7,000.00 for Attorney fees for the startup of Headwaters EMS. The Towns of Kortright and Stamford have also received bills in the amount of \$7,000.00. She has contacted Ray Baker as she had been informed that

Robinson-Broadhurst Foundation would be paying for the legal fees. She is waiting for Mr. Baker to get back to her. Supervisor Driscoll reported to the Board that a load of salt has been charged, 1/3 to the Town Hall and 2/3 to the Transfer Station, for their use. Supervisor Driscoll informed the Board that the Highway has purchased a load of fuel in the amount of \$24,639.73. Supervisor Driscoll reported to the Board that the bills for the Transfer Station have been quiet. She informed the Board that a Transfer Station employee is no longer working part time. She is keeping the Transfer Station employee on as they will help when needed. She is looking toward the summer and making sure there are enough employees to run the Transfer Station. A motion to pay the bills as presented was made by Patrick F. Funk seconded by Donna VanSickell. All voting Aye.

The Supervisor reports for January and February 2024 were issued to the Board. Supervisor Driscoll added that what is nice with QuickBooks is that we are downloading the information from Heartland into QuickBooks. Now it is going into the right places, and you can see it instantly.

Councilmember Reeve had a question about State Aid. He has heard that this coming year the State is going to be dropping approximately 30% of the State Aid toward schools. Will this effect Towns also? Supervisor Driscoll answered that she has not heard anything about it. Councilmember Funk added that it is called Foundation Aid. What they are doing is if a school has a lot of funds that they are not using the State will no longer give that school Foundation Aid. The thinking behind this is if you have funds that you are not using then why would you need Foundation Aid. Most schools rely on Foundation Aid. Supervisor Driscoll added that she had information about this from the County. Some of the schools are facing losing a significant amount of funding. The County Board of Supervisors has sent the Governor notification that they did not agree with this drop in State Aid toward schools. Councilmember Funk continued that he has been on a school board for a long time, and he believes that with the State reducing State Aid, schools will flounder, and they do need to look into merging. Councilmember Reeve agreed. The discussion continued. Supervisor Driscoll again stated that she has not heard anything about the State reducing State Aid toward the Towns just the schools. The discussion continued.

Supervisor Driscoll informed the Board that in their packets are the Fund Balances for 2023. The Town will be using \$225,000.00 fund balance in 2024. The discussion continued. Councilmember Funk asked what is the difference between DA and DB for the Highway? Supervisor Driscoll answered that DA is the Town and the Village and DB is just the Town outside the Village. The discussion continued.

Linda E. Goss informed the Board that the annual 2023 Town Supervisors report has been completed and filed in the Town Clerks office.

Councilmember Funk informed the Board that the Town is being Audited by the State. A discussion was had.

At 8:12 PM a motion to go into executive session for a personnel matter was made by Patrick F. Funk seconded by Donna VanSickell. All voting Aye.

At 8:55 PM a motion to come out of executive session was made by Patrick F. Funk seconded by Donna VanSickell. All voting Aye. No action was taken in executive session.

The meeting was adjourned.

The next regular meeting of the Town Board will be held on Wednesday, April 10, 2024 at 7:00 PM.

Linda E. Goss, Town Clerk