

TOWN OF HARPERSFIELD

RESOLUTION NO. 008 OF THE YEAR 2005.

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

At a meeting of the Town Board of the Town of Harpersfield duly held at the Town Hall in such Town on the third day of October, 2005. Upon the calling of the roll by the Clerk the following members were:

Present:	James Eisel Sr.	Town Supervisor
	Harold Bedford	Council Member
	Morris Riddell Jr.	Council Member
	David Ogborn	Council Member
	Catherine Straus	Council Member
	Philip E. Simmons	Superintendent of Highways

Absent: None.

The following resolution was offered for adoption by Council Member Harold Bedford, which resolution was seconded by Council Member Morris Riddell Jr..

Resolution Authorizing the Chief Executive Officer\* to sign a contract on behalf of the Town 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/her 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;

\*Wherever it appears in this document, "Chief Executive Officer" shall mean that person or body with authority to execute contracts on behalf of a municipality.

WHEREAS, it is determined that the Town of Harpersfield 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 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 swift approval process, and;

WHEREAS, it is the intent of the Town of Harpesfield to give the Head of the Highway Department 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 Town Governing Board 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 Head of the Highway Department, authority to make similar arrangements, and;

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

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

#### 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 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 providing of a specific service;

III. The maintenance of machinery or equipment.

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/or Superintendent of Public Works; 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 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 Superintendents.
- C. The Town of Harpersfield agrees to repair or maintain machinery or equipment for any City, County, Town, Village under terms that may be 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. All machinery and the operator, for 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.
- 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.
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. 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.
8. 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.
9. In the event a dispute arises relating to any repair, maintenance or shared service, and such dispute cannot be resolved between the parties, such dispute may be resolved through mediation or arbitration.
10. 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.

11. Any action taken by the Superintendent pursuant to the provisions of this contract shall be consistent with the duties of such officials and expenditures incurred shall not exceed the amounts set forth in the Town budget for highway purposes.
12. 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 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.
13. If any provision of this contract is deemed to be invalid or inoperative for any reason, that part may be modified by the municipalities which are a party to this contract 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.
14. 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.
15. 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.

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

Supervisor	James Eisel Sr.	Aye.
Council Member	Harold Bedford	Aye.
Council Member	Morris Riddell Jr.	Aye.
Council Member	David Ogborn	Aye.
Council Member	Catherine Straus	Aye.

*Linda E. Goss*

Linda E. Goss, Town Clerk

Town of Harpersfield

Date: October 3, 2005