

A Special Town Board meeting of the Kingsbury Town Board was conducted at 8:00 am on Monday, June 15, 2015 at 210 Main Street, Hudson Falls, NY.

Members Present: James T. Lindsay, Supervisor
Paul Bromley, Councilman
William Collins, Councilman
Richard Doyle, Councilman

Members Absent: Henry Freebern, Councilman

Also Present: Michael Graham, Superintendent of Highways
Jeffery Meyer, Attorney for the Town

The meeting was called to order by Supervisor Lindsay at 8:01 a.m. and opened for the order of business.

Supervisor Lindsay opened two sealed bids for Renovation and Construction of the New Town Hall at 6 Michigan Street. The first bid was from Burgoyne Quality Hardware, Route 4, Hudson Falls for \$61,801.00. The second bid was from Griffin Engineering & Supply, 69 Pearl Street, Hudson Falls. There was no final total so Councilman Bromley said he would go through them and add it up.

A **motion** by Councilman Doyle, seconded by Councilman Collins, and carried by 4 ayes to hold another special meeting to award the bid for Renovation and construction of the New Town Hall.

Superintendent, Michael Graham said that he had been obtaining prices on a Mower. He will bring prices to the Wednesday meeting on both a 60 inch and a 52 inch machine.

Motion by Councilman Doyle, seconded by Councilman Collins and carried by a vote of 4 ayes to award the, T Shirt bid to Hallwear, 161 Maple Street, Glens Falls, NY in the amount of \$6762.50.

Motion by Councilman Doyle, seconded by Councilman Collins and carried by a vote of 4 ayes to sign the mowing contract with the county.

A **motion** by Councilman Doyle seconded by Councilman Collins and carried by a vote of 4 ayes to pass the following resolution.

INTERMUNICIPAL AGREEMENT

This Agreement effective the 15 day of June, 2015, by and between the **Town of Fort Ann**, a municipal corporation organized under the laws of the state of New York, party of the first part, mailing address: 80 George Street, P.O. Box 314, Fort Ann, NY 12827 (hereinafter referred to as "Fort Ann"), and the **Town of Kingsbury**, a municipal corporation organized under the laws of the state of New York, party of the second part, mailing address: 210 Main Street, Hudson Falls, New York 12839 (hereinafter referred to as "Kingsbury").

W I T N E S S E T H

WHEREAS, Fort Ann and Kingsbury have both individually hired the same Dog Control Officer for their respective municipalities, to-wit: Todd Humiston;

WHEREAS, to perform the duties of Dog Control Officer (hereinafter referred to as "Officer") needs certain equipment in order to perform his duties as Officer, namely a vehicle to transport animals during the course of his employment with the respective municipalities; and

WHEREAS, Kingsbury has a White Cargo Van (hereinafter referred to as "Van") that the Officer uses during his course of employment to provide Dog Control Services to the Town of Kingsbury; and

WHEREAS, Kingsbury currently maintains and services the Van, provides for insurance for the Van and houses the Van when necessary; and

WHEREAS, Fort Ann, the neighboring municipality, desires to share the use of the Van with Kingsbury for the Officer to use while working under official town business in the Town of Fort Ann; and

WHEREAS, Kingsbury desires to allow the Officer to use the Van while he is employed and operating under both his scope of the employment for both Kingsbury and Fort Ann; and

WHEREAS, both municipalities, Fort Ann and Kingsbury, feel they would benefit from this shared agreement to cut down costs for their respective tax payers and work together with neighboring municipalities for Dog Control in the respective Towns.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, Fort Ann and Kingsbury do hereby agree as follows:

1. TERM OF AGREEMENT: The term of this agreement shall be from June 15, 2015 through December 31, 2015 and shall automatically renew for the following year unless either party terminates in writing and provides written notices as per this agreement.
2. CHARGES FOR USE OF VEHICLE AND EQUIPMENT: Fort Ann shall pay Kingsbury the sum of \$0.575 per mile for any miles spent by the Dog Control Officer under his official duties in the Town of Fort Ann. These payment shall be submitted from the Town of Fort Ann to the Town of Kingsbury quarterly (i.e. April, July, October and January of each year of this agreement). This rate may fluctuate each year and shall follow the New York State Office of the State Comptroller's Travel Mileage Rate for Personal Vehicle Standard Rate, unless otherwise agreed upon by the parties, in writing.
3. LOG FOR MILES SPENT: The Dog Control Officer shall be afforded with the responsibility of keeping track of his mileage while performing his duties as Dog Control Officer in the Town of Fort Ann and shall submit his mileage to the Town of Fort Ann Town Clerk before the end of each quarter for calculation of payment to the Town of Kingsbury.

4. TOWN'S RIGHT TO TERMINATE: Either Fort Ann or Kingsbury shall have the right to cease performing or terminate this agreement if the other Town refuses to comply with all applicable laws or ordinances or is guilty of a substantial violation of any provision of this contract. The Town, without prejudice to any other rights or remedy it may have, may by seven (7) days written notice to the other Town, terminate this Agreement.

5. MAINTENANCE OF THE VEHICLE: The Town of Kingsbury shall be responsible for the maintenance of the Van, including but not limited to oil changes, general routine maintenance and repairs.

6. INSURANCE: The Town of Kingsbury shall be solely responsible for keeping the vehicle insured in accordance with the requirements of the New York State Vehicle and Traffic Law through the term of this Agreement with respect to any vehicle which may be subject to this agreement. The Town of Kingsbury shall maintain Vehicle Liability Insurance on the Van and shall name the Town of Fort Ann as additional insured. The Town of Fort Ann shall name the Town of Kingsbury on their general liability insurance policy.

Proof of insurance shall be provided to the Town Clerk of the other Town upon the signing of this agreement. Both Towns shall be responsible to renew such policy each and every year this agreement is in effect and shall continue to provide copies of renewals to the other Town immediately upon receipt of same.

7. INDEMNIFICATION: The Town of Fort Ann agrees to defend, indemnify and save the Town of Kingsbury, its officers, agents and employees, harmless from any and all liability imposed on the Town of Fort Ann, its officers, agents and/or employees arising from the negligence, active or passive, of acts arising while the Dog Control Officer is acting under his scope of employment and using the Van to perform official business for the Town of Fort Ann.

The Town of Kingsbury agrees to defend, indemnify and save the Town of Fort Ann, its officers, agents and employees, harmless from any and all liability imposed on the Town of Kingsbury, its officers, agents and/or employees arising from the negligence, active or passive, of acts arising while the Dog Control Officer is acting under his scope of employment and using the Van to perform official business for the Town of Kingsbury.

8. NOTICES: Any and all notices required hereunder shall be addressed as follows, or to such other address as may hereafter be designated as follows, or to such other address as may hereafter be designated in writing by either party hereto:

TO TOWN OF FORT ANN:	Town of Fort Ann Attention: Town Supervisor 80 George Street P.O. Box 314 Fort Ann, NY 12827
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TO TOWN OF
KINGSBURY:

Town of Kingsbury
Attention: Town Supervisor
210 Main Street
Hudson Falls, New York 12839

9. WAIVER: No waiver or any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

10. AMENDMENTS: This Agreement constitutes the complete understanding of the parties. No amendment of any provisions thereof shall be valid unless in writing and signed by both parties.

11. GOVERNING LAW: This Agreement is governed by the laws of the state of New York.

IN WITNESS WHEREOF, the Town of Fort Ann has caused its corporate seal to be affixed hereto and these presents to be signed by Darlene Dumas, its Supervisor, duly authorized to do so, and to be attested to by Barbara Winchell, Town Clerk of the Town of Fort Ann, and the Town of Fort Ann has caused its corporate seal to be affixed hereto and these presents to be signed by James T. Lindsay, its Supervisor, duly authorized to do so, and the, and to be attested to Cynthia Bardin, Town Clerk for the Town of Kingsbury, have signed this agreement the day and year below written.

TOWN OF FORT ANN

TOWN OF KINGSBURY

By:

By:

Darlene Dumas, Supervisor
Dated: _____

James T. Lindsay, Supervisor
Dated: _____

Attest

Attest:

By: _____
Barbara Winchell, Town Clerk
Dated: _____

By: _____
Cynthia Bardin, Town Clerk
Dated: _____

TOWN BOARD OF THE TOWN OF KINGSBURY
COUNTY OF WASHINGTON, STATE OF NEW YORK

Resolution No. 8 of 2015

Adopted June 15, 2015

Introduced by **Councilman Doyle**

who moved its adoption

Seconded by **Councilman Collins**

**RESOLUTION APPROVING INTERMUNICIPAL AGREEMENT WITH TOWN OF FORT ANN TO SHARE
EQUIPMENT FOR DOG CONTROL PURPOSES**

WHEREAS, the Town of Kingsbury and the Town of Fort Ann have appointed the same Dog Control Officer, i.e., Todd Humiston, for their respective municipalities; and

WHEREAS, to perform the duties of Dog Control Officer the Officer needs certain equipment, namely a vehicle to transport animals during the course of his employment with the respective municipalities; and

WHEREAS, the Town of Kingsbury has a vehicle that the Officer currently uses during his course of employment to provide Dog Control Services to the Town of Kingsbury; and

WHEREAS, the Town of Kingsbury desires to enter into an Intermunicipal Agreement, with the Town of Fort Ann for the sharing of such equipment to be used by both municipalities based on the terms and conditions outlined in such agreement; and

WHEREAS, the Town of Fort Ann also desires to enter in to such agreement for the mutual benefit of the Towns' respective tax payers.

NOW THEREFORE BE IT RESOLVED by the Town Board of the Town of Kingsbury that the Town Board does hereby agree to enter into an Intermunicipal Agreement with the Town of Fort Ann for shared services pertaining to equipment relating to the Dog Control Officer, namely sharing of the vehicle and related equipment a copy of which is attached hereto, and hereby authorizes Supervisor Lindsay to enter into the same; and be it further

RESOLVED that this resolution shall take effect immediately.

	<u>AYES</u>	<u>NAYES</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
James T. Lindsay, Supervisor	X			
Paul Bromley, Councilman	X			
William Collins, Councilman	X			
Richard Doyle, Councilman	X			
Henry Freebern, Councilman				X

{Seal}

Cynthia A. Bardin, Town Clerk

Town of Kingsbury

Motion by Councilman Doyle, seconded by Councilman Collins and carried by a vote of 4 ayes to adjourn the meeting at 8:25am.

Respectfully submitted,

Sylvia Weaver, Deputy Clerk