

Minutes

Village Board of Trustees

February 8, 2007

A meeting of the Village of Horseheads Board of Trustees was held on the above date at 7:00 p.m. Present were Mayor Patricia Gross, Trustees Earle Catlin, Howard Miller, and Walter Herbst, Village Attorney John Groff, Police Chief Mike Barton, Fire Chief Artie Sullivan, Clerk-Treasurer Sharron Cunningham, DPW Chris Lawrick, Deputy Clerk Donna Hartsock, Planning Board Member Mike Stenpeck, Village Justice Bill Driscoll, and Manager's Assistant Rachel Baer. Also present were: Marnie and George Koliwasky, 303 Eleanor St.; Josh Ordway, Sensus; Dick Kauffuss, EJ Prescott; Ryan Wheeler, 112 Canal St.; Mike Swasta, 411 Watkins Road; Kevin Sullivan, 365 E. Franklin St.; Don Zeigler, 535 Watkins Road; George Kastenhuber, 319 John St.; and the news media.

ABSENT: Trustee Ron Swartz

Resolution by Trustee Miller, seconded by Trustee Catlin

BE IT RESOLVED, that the reading of the minutes of the Board of Trustees Meeting of January 25, 2007 be dispensed with and the same stand approved as entered by the Clerk.

Roll Call Vote:

Mayor Gross:	Aye
Trustee Catlin:	Aye
Trustee Miller:	Aye
Trustee Herbst:	Aye

Resolution by Trustee Herbst, seconded by Trustee Miller

BE IT RESOLVED, that the audit of bills as listed below be received and approved for payment when in funds:

-	General:	\$105,088.54
-	Water:	\$ 27, 240.64
-	Trust & Agency:	\$ 882.90

and be it further

RESOLVED, that \$23,087.70 be appropriated from the Capital Reserve Fund for the new police vehicle.

Roll Call Vote:

Mayor Gross:	Aye
Trustee Catlin:	Aye
Trustee Miller:	Aye
Trustee Herbst:	Aye

Resolution by Trustee Miller, seconded by Trustee Catlin

BE IT RESOLVED, that the Justice Reports for January 2007 be received and placed on file in the Village Clerk's Office.

Roll Call Vote:

Mayor Gross:	Aye
Trustee Catlin:	Aye
Trustee Miller:	Aye
Trustee Herbst:	Aye

Resolution by Trustee Catlin, seconded by Trustee Miller

BE IT RESOLVED, that the minutes of the Planning Board Meeting of January 23, 2007, and the minutes of the Traffic Commission Meeting of January 24, 2007 be received and placed on file in the Village Clerk's Office.

Roll Call Vote:

Mayor Gross:	Aye
Trustee Catlin:	Aye
Trustee Miller:	Aye
Trustee Herbst:	Aye

Resolution by Trustee Miller, seconded by Trustee Catlin

BE IT RESOLVED, that a public hearing is hereby scheduled for Thursday, March 8, 2007 at 7:05 p.m. regarding the application of Wilke Baker Dental Center, 2735 Westinghouse Road, for a Special Sign Permit.

Roll Call Vote:

Mayor Gross:	Aye
Trustee Catlin:	Aye
Trustee Miller:	Aye
Trustee Herbst:	Aye

Resolution by Trustee Herbst, seconded by Trustee Miller

WHEREAS, the Village Fire Department submitted a Parade Permit Application for a St. Patrick's Day Parade to be conducted on March 11, 2007 at 2:00 p.m., and

WHEREAS, said application has been reviewed by the Village Traffic Commission, having recommended approval of same.

NOW THEREFORE BE IT RESOLVED, that said application is approved on the condition that the event shall be conducted as provided and described by the applicant, and be it further

RESOLVED, that the Public Works Department is hereby authorized and directed to close the following streets for said event from 1:30 p.m. until 4:00 p.m. on March 11, 2007:

- S. Main St. at Franklin St. south to Fletcher St.
- Franklin St. from Hanover Square west to Grand Central Ave.
- Fletcher St. from the school parking lot east to S. Main Street

STREETS TO REMAIN OPEN TO TRAFFIC

- N. Main, southbound, turning east on Ithaca Road
- Ithaca Road, westbound, turning north on N. Main St.

Roll Call Vote:

Atty. Groff - We are in the process of the Koppers Pond environmental study. There are a number of entities identified as potentially responsible. The EPA directs all to enter into investigation to find out about contamination and to develop process for remediation and assign responsibilities. Part of process is retaining an environmental consultant. It was agreed by all 7 entities that we would all make a common group bank account to pay for consultant fees, etc. All entities contribute \$11,000 toward the funds. That would be adequate for 6-9 months or longer depending on expenses. There will be a need to fund it further in the future. No idea what the cost of the study will be. Maybe \$100,000 to \$200,000. This resolution would allow for establishment of account for landfill remediation. Subcontractors would be retained to perform environmental services. This will be an ongoing process. It is likely to take well over a year and as long as two years for this phase of the investigation.

Resolution by Trustee Miller, seconded by Trustee Herbst

WHEREAS, the Village of Horseheads and other potentially responsible parties entered into a Administrative Settlement Agreement and Order on Consent (AOC), which provided in part for a Remedial Investigation and Feasibility Study (RI/FS) of an area generally known as Koppers Pond, southerly of Blostein Blvd., and

WHEREAS, in accordance with and to comply with the AOC, the potentially responsible parties entered into an agreement with Leo Brausch as Environmental Consultant to facilitate the goals and objectives of the RI/FS, and

WHEREAS, it is anticipated that the Village of Horseheads and others will be called upon from time to time to fund the RI/FS and to enter into various agreements for the implementation of the RI/FS, and

WHEREAS, during a recent conference call between the counsel for the potentially responsible parties, it was agreed that a recommendation would be made that such potentially responsible parties contribute and fund a working bank account in the amount of \$11,000 each for a total of \$77,000 to provide a fund for the payment of the aforesaid consultant's fees and other costs of implementation of the RI/FS including but not limited to paying for various contractors and subcontractors who will be performing tests, taking samples, conducting studies and analyzing the results of same and other activities in accordance with the AOC, and

WHEREAS, it is anticipated that administrative and housekeeping requirements will be necessary

from certain Village personnel in the future in order to timely comply with the requirements of the RI/FS.

NOW THEREFORE BE IT RESOLVED, that the Village Manager, and in the absence of the Manager the Mayor are authorized to sign any and all routine contracts and subcontracts required or necessary for compliance with the above including but not limited to engaging the services of Cummings Ritter and others upon the recommendation of Village Attorney John Groff, and be it further

RESOLVED, that Clerk-Treasurer Sharron Cunningham is authorized and directed to:

1. Establish a budgetary account under the title Landfill Remediation with General Fund No. 1620.495,
2. Transfer the sum of \$11,000 from the Contingency Fund to the above-noted Landfill Remediation Account, and
3. Make payment in the sum of \$11,000 to the above-noted account to be established for the Koppers Pond Potentially Responsible Parties operating account which is understood to be established with HSBC, it being understood that all potentially responsible parties are making like contributions to that account.

Roll Call Vote:

Mayor Gross:	Aye
Trustee Catlin:	Aye
Trustee Miller:	Aye
Trustee Herbst:	Aye

Atty. Groff - former Village Manager negotiated terms of PBA agreement retro to 6/1/05 through 5/31/08. They had entered into an MOA, but was not put into full agreement. That is what this resolution does. Agreement has been drafted and is consistent with negotiated terms. My recommendation now is that you pass this resolution authorizing execution of this agreement.

Resolution by Trustee Herbst, seconded by Trustee Catlin

WHEREAS, the Village of Horseheads and the Horseheads PBA negotiated the terms of a collective bargaining agreement to commence June 1, 2005, and

WHEREAS, the parties entered into a Memorandum of Agreement (MOA) regarding the negotiated terms which was executed by Village Manager Vincent Azzarelli on behalf of the Village providing in part for a new collective bargaining agreement for a term of three years commencing June 1, 2005, and

WHEREAS, the MOA has been memorialized in a collective bargaining agreement, a copy of which has been reviewed and approved as to its terms.

NOW THEREFORE BE IT RESOLVED, that Mayor Patricia Gross is authorized and directed to execute on behalf of the Village a collective bargaining agreement between the Village of

Horseheads and the Horseheads Police Benevolent Association, Inc. for the term commencing June 1, 2005 through May 31, 2008, and be it further

RESOLVED, that a copy of said agreement shall be placed on file with the Village Clerk-Treasurer.

Roll Call Vote:

Mayor Gross:	Aye
Trustee Catlin:	Aye
Trustee Miller:	Aye
Trustee Herbst:	Aye

Atty. Groff - there was an oversight when that PBA agreement was negotiated. Officer Nowlan was not administratively going to qualify for receiving health benefits post retirement because of years of service issue. Azzarelli and Barton negotiated this outside of the bargaining meetings. It is a modification of exchange of benefits for granting to Nowlan a waiver of having to comply with years of service requirements. He was a lateral transfer to the Village and when his retirement date arrives, he may not have adequate years of service.

Resolution by Trustee Miller, seconded by Trustee Herbst

WHEREAS, the Village of Horseheads and the Horseheads Police Benevolent Association entered into a collective bargaining agreement for the period June 1, 2005 through May 31, 2008, and

WHEREAS, said agreement inadvertently failed to address the eligibility for health insurance of Officer Brian Nowlan upon retirement as it relates to minimum service years required for same, and

WHEREAS, then Village Manager Azzarelli and then PBA President Michael Barton negotiated and arrived at an understanding relative to Officer Nowlan's eligibility; such understanding providing for an exchange of benefits/consideration between the union and the Village.

NOW THEREFORE BE IT RESOLVED that Mayor Gross is authorized and directed to enter into a Memorandum of Agreement between the Village and the Horseheads Police Benevolent Association providing in substance for Officer Nowlan to be eligible for health insurance upon retirement as set forth in Paragraph 3 of Article VI of the 2005-2008 agreement without meeting the minimum service years requirement provided in Section 3 (c) of Article VI of same.

Roll Call Vote:

Mayor Gross:	Aye
Trustee Catlin:	Aye
Trustee Miller:	Aye
Trustee Herbst:	Aye

Resolution by Trustee Miller, seconded by Catlin

WHEREAS, the subject of municipally shared services between various municipalities is increasingly explored and being formalized, and

WHEREAS, a proposed resolution involving the subject of shared services by the Department of Public Works, patterned after a similar resolution adopted by the Town Board of the Town of Horseheads, has been provided to this Board in writing and is and has been available to the public for review and inspection prior to this meeting, and

WHEREAS, the resolution and recital paragraphs are lengthy, and

WHEREAS, this Board of Trustees has had ample opportunity to review the proposed resolution in its printed form.

NOW THEREFORE BE IT RESOLVED, that the reading at this meeting of the proposed resolution regarding shared services be dispensed with, and be it further

RESOLVED, that the attached resolution regarding shared services is hereby adopted and that the resolution and recitals be set forth in the minutes of this meeting in their entirety.

WHEREAS, all municipalities have the power and authority to contract for the purpose of renting, leasing, exchanging or borrowing of machinery and equipment, with or without operators, with other municipalities, and

WHEREAS, all municipalities have the power and authority to borrow or lend materials and supplies to other municipalities, and

WHEREAS, it is hereby determined that the Village of Horseheads and other municipalities have machinery and equipment which is not used at all times but lie idle during certain periods, and

WHEREAS, it is determined that the Village of Horseheads and other municipalities often have materials and supplies on hand which are not immediately needed, and

WHEREAS, it is hereby determined that by the renting, borrowing, exchanging or leasing of highway machinery and equipment and the borrowing or lending of materials and supplies, the Village of Horseheads and other municipalities may avoid the necessity of purchasing certain needed highway machinery and equipment and the purchasing of or keeping 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 or renting 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 governing board of each of the municipalities which may be parties to such agreements, since such agreements must often be made on short notice and at times when governing board 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 quickly obtained with a minimum of paperwork and inconvenience and with a swift approval process, and

WHEREAS, it is the intent of this Board to give the Director of Public Works the authority to enter into renting, exchanging, borrowing and lending agreements with the persons serving in similar capacities in other municipalities without the necessity of obtaining approval of the Board prior to the making of each individual agreement, and

WHEREAS, a standard contract has been prepared which is expected to be adopted and placed into effect in other municipalities with which the Village shares services as noted herein, which contract will grant the person holding the position comparable to that of superintendent authority to make similar agreements, and

WHEREAS, it is hereby determined that it will be in the best interests of the Village of Horseheads to be a party to such an agreement.

NOW, THEREFORE, BE IT RESOLVED, that the Village Manager, and in the absence of the Village Manager the Mayor of the Village of Horseheads, is hereby authorized to sign on behalf of the Village the attached Contract for Shared Services as and when needed in the future.

Roll Call Vote:

Mayor Gross:	Aye
Trustee Catlin:	Aye
Trustee Miller:	Aye
Trustee Herbst:	Aye

At this time, representatives from EJ Prescott and Sensus made a presentation on the new Flex Net water metering system. They distributed copies of reference materials to the Board. Summary of points are:

- Tower based reading system. Antenna installed that communicates to each meter.
- Gets readings from meters itself and sends them back to the computer.
- Significantly reduces expenses. No meter readers required, no vehicle needed, lowers maintenance costs, improves cash flow, improves customer services.
- Provides proactive leak detection.
- Can be installed over the touchpads you currently have in place.
- Highest powered system in the market, we own our own frequency band, nobody can interfere with your system. Less interference with any existing communication system.
- Very few working parts - maintenance will be simple.

- Hands on training for staff. Excellent support system.

Trustee Herbst - what is estimated savings to the Village, short term and long term

Dick Kaufuss - haven't looked at that analysis yet, haven't projected out cost of the readers yet. That cost would go away.

Trustee Herbst - what kind of training investment would the Village have to make.

Mr. Kaufuss - no certification involved, training is included in package. Annual maintenance agreements that also has included maintenance on infrastructure as well as technical support on the phone. No limits to how often you can call and have us come on site.

Atty. Groff reported on the following items:

- Had a labor mgmt. meeting this week with PBA. Several issues that came up were addressed tonight. Other items: staffing concerns, officers doing out of title work, updating sgt. list. We will be addressing this.
- Belosky subdivision - moving forward on their offer of dedication of the road and water system. They have provided some materials, there are issues to be addressed. By the next meeting or early in March we will probably have documentation in order, at that time you'll see on your agenda an offer of dedication of the street and water system that was constructed in connection with this property.
- Keuka properties - northern part of this site, single family subdivision. They've raised question to put in sidewalk on one side. Would reduce width of road to 28ft also. Developer wants to know if your interested in considering something like this. They don't want to incur design expenses unless there is desire on the part of the Village for infrastructure of this nature. Chris will report on this.
- DDS - developer for super walmart. Electric Pkwy. is private road in front of NYSEG. Someone over there has asked the Village to accept this roadway in dedication. Chris has some upgrades and suggestions regarding this matter.
- Officer McGrain was injured in performance of his duties - he's off because of injury. He will apply for 207c benefits. We'll be evaluating the merit. There may be consideration of whether or not individual he was arresting if found to be guilty, award of restitution.

Trustee Herbst - had meeting on CSEA contract. John will be sending letter to union negotiator asking for their recommendations on new contract. I dropped in on court one evening. Was very interesting. Also met with Dave Radin and his work with comp. plan. He did mention offering his services regarding the Village Manager, interview pattern, we need to let him know before a manager is interviewed or contemplated.

After brief discussion, the Board members agreed to have Dave Radin assist on this.

Trustee Miller - couple of meetings with Al Edwards regarding recreation coordinator. Al wants the position to be competitive civ. svce. We need to have a meeting on this. he gave me job requirements. That is where we stand. Its important that this board discuss this.

Mayor Gross - will you be meeting with him and Mike yet. Trustee Miller - no not yet. Mayor Gross - we need to have this nailed down soon. If you could make those arrangements.

Clerk-Treasurer Cunningham - thanked Dick and Josh for presentation. I've worked with those companies for 20 years. One thing that stands out is their support, but it is not very often that we need it. You can talk to them any time. They stay on the phone with you until you get it fixed. think this new flex net program will be very beneficial for the Village.

Chief Barton - Officer Zawko returned to our Dept. Let us get more control of our overtime requirements. Radio system that we are planning on implementing, digital side has experienced a bit of an issue with Motorola - they will be replacing the radios we currently have with new ones. Then we can get digital side up.

Chris Lawrick - On the change of road for the Yunis development - they want to reduce size of road from 32 ft. to 28 ft. and install a sidewalk just on one side. It was brought up at traffic commission. Questions were raised on where would it go. It would run into Belosky property with no sidewalk. So it would just end. After that meeting I talked with their design engineer - I asked him to ask Mary Jo where this would terminate. If it continued on to Gardner, there is no sidewalk on the north side. But there is one on the south side, however that one is intermittent. When I raised those questions, Jamie Gensel was not sure, they have not made any official request. At this point the ball is in their court.

Mayor Gross - we talked to Mary Jo the other day, she doesn't care one way or another. If the Board likes the idea, fine. They will send us the plans. If the board does not like the idea, that is fine with her too.

Chris - if they could give us more detailed information, that is my only concern. Other places in the Village where we have sidewalks that go nowhere. If she is leaving it to us, I would recommend just going with the orig. plan.

Mayor Gross - I was concerned with safety for walkers, etc. in that development.

Chris - in Meadowbrook there are no sidewalks at all - people walk all the time. Presidential doesn't have sidewalks either.

Mayor Gross - All Trustees to let Chris know by tomorrow.

Chris Lawrick - on the fire station work, Novelli Engineering will put together detailed information sheet for us, we should have that in couple weeks.

Chris - Barrington west, we had meeting with Jack Moore. Technical issues resolved.

Atty. Groff - now need to work out language. Still waiting for abstract of title. Also lien releases. Ball is in there court. Your likely to see resolution soon for dedication.

Mayor Gross - we had discussed not giving them anymore water meters. Chris - we discussed this at Dept. Head Mtg. We didn't know which section, had a person today to get a meter for phase 1.

Atty. Groff - I would say we are dealing with the new section. It will be a moot issue shortly. We have their attention now.

Mayor Gross - did we come up with a name for Belosky road. Chris - I called him, hasn't called back.. One of the things we talked about was just continuation of Lynhurst.

Chief Sullivan - pancake breakfast on Feb. 18th at the fire station.

Kevin Sullivan, 367 E. Franklin St. - Linear park committee had a couple of meetings. Also had Ron Majesky come in who said we can name the roads along side the expressway. So we came up with names for the park and two roads.

Horseheads Linear Park
eastbound lane - Fairport Lane East
westbound lane - Brickyard Lane West

Kevin Sullivan - state needs to know pretty quickly. They have shortened the finish date to July 2007.

Mayor Gross - we will discuss them and get back in touch with you.

Trustee Herbst made a motion for an executive session to discuss employment history of particular person. Seconded by Trustee Miller.

Roll Call Vote:

Mayor Gross:	Aye
Trustee Catlin:	Aye
Trustee Miller:	Aye
Trustee Herbst:	Aye

At this time, the Board and Village Attorney moved into an Executive Session, the minutes of which are attached hereto and made a part hereof.

The Board reconvened back into the regular meeting at 8:49 p.m.

Upon motion by Trustee Catlin, seconded by Trustee Herbst, the regular meeting was adjourned at 8:49pm.

/rmb

CONTRACT FOR SHARED SERVICES

§1. For the purposes of this contract, the following terms shall be defined as follows:

"Designated Filing Agent" shall mean the central place where all similar contracts for Department of Public Works shared services are filed as agreed upon by all participating municipalities.

"Municipality" shall mean any city, county, town or village which has agreed to be bound by a contract of shared services identical in terms and effect with this contract and has filed a certified copy of a resolution to that effect with the designated filing agent as defined herein.

"Contract" shall mean the text of this agreement which is identical in terms and effect with similar 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 if each chief executive officer had signed each individual contract.

"Department of Public Works" shall mean the Village of Horseheads Department of Public Works or like department of any other Village.

"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 shall not be limited to:

- the renting, exchanging, or lending of highway machinery, tools and equipment, with or without operators, conditioned on such other municipality providing a similar service, or a service of equal value, in exchange;
- 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 borrow, the value of which is equal to the borrowed supplies;
- 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.

"Superintendent" shall mean, 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, "superintendent" shall mean the town superintendent of highways; in the case of a village, "superintendent" shall mean the director 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 filed a similar contract in the office of the designated filing agent and which has sent a notice of such filing to the officer signing this agreement and the Superintendent.

§ 3. The undersigned municipality by this agreement grants unto the Superintendent the authority to enter into any shared service agreement with any other municipality or other municipalities subject to the following terms and conditions.

- a. The Village of Horseheads 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 Village. The determination as to whether such machinery, with or without operators, is needed by the Village shall be made by the Superintendent. The value of 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 Village of Horseheads 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 interests of the Town/Village to lend to any other 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 Village of Horseheads 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 mutual agreement of the respective Superintendents.
- c. 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.
- d. 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 that exists for the benefit of the operator in the municipality by which the operator is employed.
- e. 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.
- f. Each municipality shall remain fully responsible for its own employees, including salary, benefits and workers compensation.

§ 4. The renting, borrowing or leasing 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. Such memorandum may be

delivered to the other party via mail, personal delivery or by facsimile machine. In the event there is no written acceptance of the memorandum, the using of the machinery, 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 agreement is made without the memorandum at the time of receipt of the shared service, the Superintendent receiving the shared service shall, within five (5) days thereof, send to the provider a memorandum identifying the type, time and date of the acceptance of the shared service. In the event such shared service related to or included the receipt of any materials or supplies, such memorandum shall identify such materials or supplies and the 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 purposes of exchanging shared services of a comparable value, it is agreed that the value of the shared service shall be as 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 §3e 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, borrowings or other shared services. Such records will be available for inspection by any municipality which has shared services with such municipality.

§10. In the event any dispute arises relating to any shared service, and in the event such dispute cannot be resolved between the parties, such dispute shall be subject to mediation, as may be promulgated.

§11. 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/Village budget for highway purposes.

§12. A record of all transactions that have taken place as a result of the Town/Village participating in the services afforded by this contract shall be kept by the Superintendent and a statement thereof, in a manner satisfactory to the Village Board, shall be submitted to the Village Board semi-annually 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 with the designated filing agent, unless the Village Board requests the submission of records at different times and dates.

§13. If any provision of this agreement 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 so modified, then severed and the remainder of the contract shall continue in full force and effect as if the contract has been signed or filed with the designated filing agent with the invalid provision modified or eliminated.

§14. Any party to this contract may revoke such contract by sending a notice of such revocation to the designated filing agent and a copy thereof to each participating municipality filing as required by paragraph 1 of this contract, within the definition of "Municipality". 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.

§15. This contract shall be reviewed each year by the Village Board and shall expire five (5) years from the date of its signing by the Chief Executive Officer. The Village Board may extend or renew this contract at the termination thereof for another five (5) year period.

Executive Session

February 8, 2007

An Executive Session of the Village Board was held on the above date. The exec session began at 8:30 p.m. Present were Mayor Gross, Trustee Catlin, Trustee Miller, Trustee Herbst, Atty. Groff. Those present engaged in a discussion regarding the employment history of a particular person.

At 8:45 pm Motion by Trustee Miller, seconded by Trustee Catlin, to close this exec. session and reconvene back into the regular meeting of this date.

Roll Call Vote:

Mayor Gross:	Aye
Trustee Catlin:	Aye
Trustee Miller:	Aye
Trustee Herbst:	Aye