

**TOWN BOARD  
JOINT TOWN BOARD/VILLAGE BOARD  
MAY 30, 2018**

**Town Board Members:**

Supervisor George Kaye  
Councilman Ralph Fedele  
Councilman John Merwin  
Councilman Chris Kennan  
Councilman John Midwood

**Village Trustees:**

Mayor Debbie Middlebrook  
Trustee Matthew Hartzog  
Trustee Christine Bates-Absent  
Trustee Jenn Nadjek  
Trustee Alicia Satori

**Call to Order:**

Supervisor Kaye thanked both boards for being here tonight. It has been a pleasure working with Mayor Middlebrook and the Village Board of Trustees. Supervisor Kaye said that this demonstrates that the Town and Village Boards can work together.

Trustee Matthew Hartzog read into the record the Resolution 14-18 for the Village Board approving Memorandum of Understanding for sharing of highway equipment storage and fuel dispensing system as a memorandum of understanding between the village of millerton and Town of North East. (See attached Resolution).

On a motion by Trustee Jennifer Nadjek, seconded by Trustee Alicia Satori the following was:

ADOPTED – AYES – 4 (Middlebrook, Nadjek, Satori, Hartzog)  
NAYS – 0

RESOLVED, to authorize that the Village Board hereby approves the Memorandum of Understanding for the sharing of highway equipment, storage building, and fuel dispensing system as a memorandum of understanding with the Village and Town of North East.

Town Clerk Cope read into the record the resolution for the Town Board approving the memorandum of understanding for sharing of highway equipment and fuel dispensing system as a memorandum of understanding between the village of Millerton and the town of north east

**TOWN BOARD OF THE TOWN OF NORTH EAST**

**RESOLUTION APPROVING MEMORANDUM OF UNDERSTANDING FOR  
SHARING OF HIGHWAY EQUIPMENT STORAGE AND FUEL DISPENSING  
SYSTEM AS A MEMORANDUM OF UNDERSTANDING BETWEEN THE  
VILLAGE OF MILLERTON AND THE TOWN OF NORTH EAST**

WHEREAS, the Town of North East (“Town”), is the owner of a 3.7 acre parcel of land located on Route 22, identified as Tax Parcel No.7171-00- 950854 ("Town Property"); and

WHEREAS, the Town of North East intends to construct on the Town Property a highway equipment storage building consisting of, among other things, four bays for the storage of highway vehicles and equipment (hereinafter "Storage Building"); and

WHEREAS, the Town also intends to construct on the said Town Property fuel storage tanks from which its Highway vehicles will obtain gas and diesel fuel from a Fuel Master fuel distribution, or similar, system (hereinafter "Fuel Storage Tanks"); and

WHEREAS, the Village of Millerton (“Village”), owns and operates highway vehicles and equipment to provide its residents with services such as snow removal, and highway repairs and maintenance but does not possess sufficient highway garage facilities to store all of its vehicles and equipment; and

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WHEREAS, the Village does not presently have adequate fuel storage and distribution facilities sufficient to serve the needs of its highway vehicles and equipment; and

WHEREAS, the Town agrees to allow the Village to make use of the Fuel Storage Tanks and the fuel stored in the tanks; and

WHEREAS, the Town agrees to allow the Village to make use of a portion of the Storage Building for the storage of Village highway vehicles and equipment; and

WHEREAS, the Attorney to the Town has prepared a draft Memorandum of Understanding (MOU) for the sharing of highway equipment, storage building and fuel dispensing system for the review of the Town Board; and

WHEREAS, the said MOU has been reviewed, and approved with modification, by the Attorneys to the Village and the Town Board (a copy of which is annexed hereto); and

WHEREAS, the Town and the Village understand that it is impossible to enter into a formal IMA until such time as further plans have been developed and approved by the Town for the construction of the storage building and fuel pumps on the property; and

WHEREAS, the Town cannot move forward with this project unless it has the commitment of the Village to participate in the same.

NOW, THEREFORE, be it

RESOLVED, that the Town Board hereby approves the Memorandum of Understanding for the Sharing of Highway Equipment, Storage Building and Fuel Dispensing System as a Memorandum of Understanding with the Village and the Town for the joint cooperation and sharing of these facilities, with the understanding that the details of said MOU are to be further developed and agreed upon between the Village and the Town in the near future.

This motion was offered by Town Board member John Merwin and was seconded by Town Board member Chris Kennan.

MOTION: Councilman John Merwin  
SECOND: Councilman Chris Kennan

**ROLL CALL VOTE:**

|                               |       |     |
|-------------------------------|-------|-----|
| Supervisor George Kaye        | Voted | AYE |
| Councilman John Merwin        | Voted | AYE |
| Councilman John Midwood       | Voted | AYE |
| Councilman Christopher Kennan | Voted | AYE |
| Councilman Ralph Fedele       | Voted | AYE |

The Resolution was carried by a 5-0 vote of the Town Board members on May 30, 2018.

Lisa Cope  
Town Clerk, Town of North East

**MEMORANDUM OF UNDERSTANDING FOR THE SHARING OF HIGHWAY EQUIPMENT STORAGE BUILDING AND FUEL DISPENSING SYSTEM**

**THIS AGREEMENT** made and entered into this 30 day of May, 2018,

by and between the **TOWN OF NORTH EAST**, a municipal corporation, with offices located at 19 North Maple Avenue, Millerton, New York 12546 (hereinafter the "Town"),

and the **VILLAGE OF MILLERTON**, a municipal corporation, with offices located at 21 Dutchess Avenue, Millerton, New York 12546 (hereinafter the "Village")

**WHEREAS**, the Town is the owner of a 3.7 acre parcel of land located on Route 22, identified as Tax Parcel No. 7171-00-950854 (hereinafter "Town Property"); and

**WHEREAS**, the Town intends to construct on the Town Property a highway equipment Storage Building consisting of, among other things, four bays for the storage, maintenance and repair of highway vehicles and equipment (hereinafter "Storage Building"); and

**WHEREAS**, the Town also intends to install on the said Town Property fuel storage tanks from which its vehicles will obtain gas and diesel fuel from a Fuel Master fuel distribution system (hereinafter "Fuel Storage Tanks"); and

**WHEREAS**, the Village owns and operates highway vehicles and equipment to provide its residents with services such as snow removal, and highway repairs and maintenance but does not possess sufficient highway garage facilities to store, maintain and repair all of its vehicles and equipment; and

**WHEREAS**, the Village does not presently have adequate fuel storage and distribution facilities sufficient to serve the needs of its highway vehicles and equipment; and

**WHEREAS**, the Town agrees to allow the Village to make joint use of the Fuel Storage Tanks and the fuel stored in the tanks via the Fuel Master Fuel distribution, or similar, pumps; and

**WHEREAS**, the Town agrees to allow the Village to make use of a portion of the Storage Building for the storage, repair and maintenance of Village highway vehicles and equipment; and

**WHEREAS**, the Board members of the Town and the Board of Trustees of the Village deem it in the best interest of the residents of the respective municipalities to enter into this Agreement to permit the Village to obtain fuel from the Town's Fuel Storage Tanks and to store its highway vehicles and equipment in a dedicated portion of the Storage Building; and

**WHEREAS**, pursuant to Article 5-G of the General Municipal Law, the Town and the Village are authorized to enter into a Municipal Cooperation Agreement with respect to storage and removal of fuel and the storage and utilization of the portion of the Storage Building.

**NOW, THEREFORE**, it is hereby agreed by the Town and the Village as follows:

1. **Scope of Services — Fuel Distribution.** The Town hereby authorizes the Village, to utilize the Fuel Storage Tanks for the purpose of obtaining fuel for Village highway vehicles and equipment.
  - 1.1 **Access to Tanks.** The Town shall provide the Village with a means of twenty-four (24) hours a day, seven (7) days a week, access to the Fuel Storage Tanks in order to obtain fuel for Village highway vehicles and equipment.
  - 1.2 **Delivery of Fuel.** The Town will have fuel delivered to the Fuel Storage Tanks when reasonably requested by the Town Highway Superintendent in quantities and specifications established by the Town Highway Superintendent.
  - 1.3 **Determination of Fuel Used.** The Town Highway Superintendent shall use the Fuel Master fuel delivery, or similar, system to determine the amount of fuel used by the Village upon removal from the tanks. It shall be the responsibility of the Village to verify the accuracy of any reports accounting for the amount of fuel obtained by the Village from the tanks.
  - 1.4 **Billing Cost.** The Town will bill the Village monthly for the fuel used by the village at the cost of such fuel to the town.
2. **Scope of Services — Use of Storage Building.** The Town hereby authorizes the Village, at its own expense, to store highway trucks and/or other equipment in one (1) of the four (4) bays of the Storage Building to be designated by the Town.
  - 2.1 **Access to the Building.** The Town shall provide the Village with a means of twenty-four (24) hours a day, seven (7) days a week, access to the Storage Building and the one (1) bay in order for the village to store, and remove, said equipment.
  - 2.2 **Other Uses of Bay.** The Village shall be permitted to utilize the one (1) bay of the Storage Building for the storage, repair and maintenance of said Village highway equipment.
3. **Certain Definitions.**
  - a. **"Contract Year"** means a period of twelve months beginning with the Effective Date and each twelve-month period thereafter until this Agreement is terminated.

- b. **"Agreement"** means this Agreement and any amendments hereto as may from time to time be adopted as hereinafter provided.
- c. **"Effective Date"** means the effective date of the Agreement which is May 30, 2018.
- d. **"Term"** means the period of time that this Agreement is in effect.

4. **Payment.** The Village will pay the Town the sum of **\$1.00** per Contract Year. As provided in Section 9, upon termination of this Agreement, an appropriate adjustment for fuel oil shall also be made to adjust for fuel from the Fuel Storage Tanks used by the Village but not paid for by the Village or for fuel in the Fuel Storage Tanks paid for by the Village but not used by the Village, as the case may be.

5. **Standard of Care.** If and when Village employees, agents and contractors replace or remove fuel from the Fuel Storage Tanks or utilize the Storage Building for the storage of their equipment, they shall perform such acts in a safe, reasonable and responsible manner.

6. **Records.** The Village shall maintain accurate written records of the fuel it removes from the Fuel Storage Tanks. The Town may, upon reasonable notice, review these records.

The Town shall maintain accurate written records of the fuel removed from the Fuel Storage Tanks by the Village. The Village may, upon reasonable notice, review these records.

7. **Sharing Information.** The Town and the Village agree that they shall periodically share such information with each other, hold such meetings, and study potential cooperative services in regard to the use of the Fuel Storage Tanks and Storage Building that are likely to result in increased efficiencies, better to serve the public and cost savings to the taxpayers.

8. **Condition of the Tanks and the Storage Building.** The Village employees and/or agents will have an opportunity to inspect the Fuel Storage Tanks and the Storage Building and will be familiar with their condition. The Village understands and agrees that the Town is allowing the Village to use the Fuel Storage Tanks and a portion of the Storage Building, as is, without warranties or representations as to the conditions or fitness of the Fuel Storage Tanks and a portion of the Storage Building for their intended

use. Each party will notify the other if their respective personnel become aware of any conditions which might cause the Fuel Storage Tanks or the Storage Building to be unfit for the purposes for which they are intended.

9. **Term.** This Agreement shall continue in force for a period of one (1) Contract Year from the Effective Date, and thereafter it shall be renewed automatically for successive periods of one (1) Contract Year each, until terminated as herein provided. Either Party shall have the right, as its option, to terminate this Agreement at any time, with or without cause, upon giving at least 120 days prior written notice to the other party and termination shall be effective on the last day of such notice period.

10. **Payment for Services.** Except as provided herein, the Village shall not pay any fees to the Town for the Village's right to utilize fuel from the Fuel Storage Tanks and to store vehicles and equipment and utilize the designated bay in the Storage Building.

11. **Payment for Fuel.** The Town shall bill the Village on the 10<sup>th</sup> of each month for its usage of fuel based on the Fuel Master fuel distribution system. The Village shall reimburse the Town for the usage of such fuel in accordance with §1.4 above.

12. **Ownership of the Tanks and Building.** Ownership of the Fuel Storage Tanks and the Storage Building shall, at all times, remain that of the Town and such Fuel Storage Tanks and Storage Building shall be the sole and exclusive property of the Town. Except for the rights set forth herein, the Village shall have no rights to the Town Property and the Fuel Storage Tanks and/or the Storage Building.

13. **Insurance.** During the Term of this Agreement, and for a period of three (3) years after the termination of the same, the Village shall indemnify and hold harmless the Town from any claims, damages or liabilities made, or asserted, against the Town by reason of the Village's acts or omissions or the acts or omissions of its employees or agents in exercising its rights pursuant to this Agreement, including the payment of reasonable attorney's fees incurred by the Town in defending such action. During the Term, the Village shall maintain liability insurance in the amount of \$2,000,000 covering the storage of fuel in the tanks and removal of fuel from the tanks and use of the Storage Building and such liability insurance policy or policies shall name the Town as an additional insured. Certificates of insurance shall be provided by the Village to the

Town Clerk. During the Term of this Agreement, and for a period of three (3) years after the termination of the same, the Town shall indemnify and hold harmless the Village from any claims, damages, or liabilities made, or asserted, against the Village by reason of the Town's acts or omissions or the acts or omissions of its employees or agents in exercising its rights pursuant to this Agreement, including the payment of reasonable attorney's fees incurred by the Village in defending such action. During the Term, the Town shall maintain liability insurance in the amount of \$2,000,000 covering the storage of fuel in the tanks and removal of fuel from the tanks and use of the Storage Building and such liability insurance policy or policies shall name the Village as an additional insured. Certificates of insurance shall be provided by the Town to the Village Clerk.

14. **Damage to the Tanks or the Building.** The Village shall be responsible for any damage to the Fuel Storage Tanks or the Storage Building caused by the acts or omissions of the Village or its agents or employees.
15. **Authority for Execution on Behalf of the Village.** The Mayor of the Village has executed this Agreement pursuant to a Resolution adopted by the Board of Trustees of the Village of Millerton, at a meeting thereof held on May 30, 2018. Mayor Debra Middlebrook, whose signature appears hereafter, is fully authorized and empowered to execute this Agreement and enter into such an Agreement on behalf of the Village of Millerton. This Agreement shall be executed in duplicate. At least one copy shall be permanently filed, after execution thereof, in the office of the Village Clerk.
16. **Authority for Execution on Behalf of the Town.** The Town Supervisor has executed this Agreement pursuant to a Resolution adopted by the Town Board of The Town of North East, at a meeting thereof held on May 30, 2018. George Kaye, Town Supervisor, whose signature appears hereafter, is fully authorized and empowered to execute this Agreement and enter into such Agreement on behalf of the Town of North East. This Agreement shall be executed in duplicate. At least one copy shall be permanently filed, after execution thereof, in the office of the Town Clerk.

17. **Notices.** Any and all notices and payments, if any, required hereunder shall be addressed to the parties at the following respective addresses, or to such other addresses as may hereafter be designated in writing by either party hereto:

**To the Village:** 21 Dutchess Avenue, Millerton, NY 12546

**To the Town:** 19 North Maple Avenue, Millerton, NY 12546

18. **Waiver.** No waiver of 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.
19. **Assignment, etc.** In accordance with the provision of §109 of the General Municipal Law, both parties hereto are hereby prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this Agreement, or of its rights, title or interest in this Agreement to any other person or corporation without the previous consent in writing of the other party.
20. **Binding Effect.** The covenants, terms and conditions herein contained shall be binding upon and inure to the benefit of the parties hereto and their successors, assigns, and legal representatives.
21. **Modification.** This Agreement constitutes the complete understanding of the parties. No modification of any provision shall be valid unless in writing and signed by both parties.
22. **Entire Agreement.** This Agreement constitutes the entire Agreement between the Town and Village with reference to the subject matter hereof. There are no terms, conditions or obligations other than those contained herein and there are no written or verbal statements or representations, warranties or agreements with respect to this Agreement which have not been embodied herein.
23. **Required Provisions of Law.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted, through mistake or otherwise, then, upon the

application of either party, this Agreement shall be physically amended forthwith to make such insertion.

24. **Previous Agreements.** This Agreement supersedes and replaces any previous agreement between the Town and Village for the purchase and distribution of fuel from the tanks.

### **TOWN OF NORTH EAST**

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

**GEORGE KAYE, Supervisor**

### **VILLAGE OF MILLERTON**

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

**DEBRA MIDDLEBROOK, Mayor**

On a motion by Councilman Chris Kennan, seconded by Councilman Ralph Fedele the following was:

ADOPTED – AYES – 5 (Kaye, Fedele, Kennan, Merwin, Midwood)  
NAYS – 0

RESOLVED, to authorize the Supervisor to sign the Memorandum of Understanding with the Village of Millerton.

On a motion by Trustee Matthew Herzog, seconded by Trustee Alicia Satori the following was:

ADOPTED – AYES – 4 (Middlebrook, Herzog, Najdek, Satori)  
NAYS – 0

RESOLVED, to authorize the Mayor to sign the Memorandum of Understanding with the Town of North East

### **APPLICATION TO DUTCHESS COUNTY 2018-219 MUNICIPAL INNOVATION AND SHARED SERVICES GRANT PROGRAM**

Councilman Chris Kennan read the proposed grant application for shared services of the Town of North East and Village of Millerton for a Municipal Innovation Grant Program. The grant applied for will be to cover the cost of the legal, engineering, and inspection and contract administrative services with regards to the construction of a 15,000 square foot joint garage and administrative building, and a 4,800 square foot Joint Storage Facility and a Joint Fuel Management Storage Facility and a 3,200 square foot Joint Sand/Salt Storage Shed. There will be other grant opportunities in 2019 and other years. The application must be submitted before June 1<sup>st</sup> at noon.

On a motion by Councilman John Midwood, seconded by Councilman Ralph Fedele the following was:

ADOPTED – AYES – 5 (Kaye, Fedele, Kennan, Merwin, Midwood)  
NAYS – 0

RESOLVED, to authorize the Supervisor to make application as lead applicant for the grant to execute whatever documentation is required in conjunction with said grant application.

**TOWN BOARD OF THE TOWN OF NORTH EAST**

**RESOLUTION AUTHORIZING THE TOWN SUPERVISOR TO MAKE APPLICATION TO THE DUTCHESS COUNTY 2018-2019 MUNICIPAL INNOVATION AND SHARED SERVICES GRANT PROGRAM FOR LEGAL, ENGINEERING AND INSPECTION AND CONTRACT ADMINISTRATIVE SERVICES WITH REGARD TO CONSTRUCTION OF A 15,000 SQUARE FOOT JOINT GARAGE AND ADMINISTRATION BUILDING AND A 4,800 SQUARE FOOT JOINT STORAGE FACILITY AND A JOINT FUEL MANAGEMENT STORAGE FACILITY AND A 3,200 SQUARE FOOT JOINT SAND/SALT STORAGE SHED**

**WHEREAS**, the Town is the owner of a 3.7 acre parcel of land located on Route 22, identified as Tax Parcel No.7171-00- 950854 (“Town Property”); and

**WHEREAS**, the Town intends to construct on the Town Property a highway equipment storage building consisting of, among other things, four bays for the storage of highway vehicles and equipment (hereinafter “Storage Building”); and

**WHEREAS**, the Town also intends to construct on the said Town Property fuel storage tanks from which its Highway vehicles will obtain gas and diesel fuel from a FuelMaster fuel distribution, or similar system (hereinafter “Fuel Storage Tanks”); and

**WHEREAS**, the Town also intends to construct on the said Town Property a 3,200 square foot joint sand/salt storage shed (hereinafter “Sand/Salt Shed”); and

**WHEREAS**, the Town also intends to construct on the said Town Property a 15,000 square foot joint garage and administration building (hereinafter “Garage and Administration Building”);

**WHEREAS**, the Village owns and operates highway vehicles and equipment to provide its residents with services such as snow removal, and highway repairs and maintenance but does not possess sufficient highway garage facilities to store all of its vehicles and equipment; and

**WHEREAS**, the Village does not presently have fuel storage and distribution facilities sufficient to serve the needs of its highway vehicles and equipment; and

**WHEREAS**, the Town has agreed to allow the Village to make joint use of the Fuel Storage Tanks and the fuel stored in the tanks via the FuelMaster fuel distribution; and

**WHEREAS**, the Town has agreed to allow the Village to make use of a portion of the Storage Building for the storage of Village highway vehicles and equipment; and

**WHEREAS**, the Town has agreed to allow the Village to make use of a portion of the Sand/Salt Shed; and

**WHEREAS**, the Town has agreed to allow the Village to make use of a portion of the Garage and Administration Building; and

**WHEREAS**, the Board members of the Town and the Board of Trustees of the Village have deemed it in the best interest of the residents of the respective municipalities to enter into a Memorandum of Understanding (MOU) to permit the Village to obtain fuel from the Town’s Fuel Storage Tanks and to store its highway vehicles and equipment in a dedicated portion of the Storage Building pursuant to a Municipal Cooperation Agreement; and

**WHEREAS**, Dutchess County has a Mutual Innovation and Shared Services Grant Program pursuant to which municipalities may be awarded grant money to improve efficiencies and streamline government services which may be a possible source of funding for this joint effort between the Town and the Village.

**NOW, THEREFORE**, be it

**RESOLVED**, that the Town Supervisor is hereby authorized to make application to the Dutchess County 2018-2019 Municipal Innovation and Shared Services Grant Program for the legal, engineering, inspection and contract administrative services in conjunction with the construction of a 15,000 square

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foot joint garage and administration building in the amount of \$250,000; for the legal, engineering, inspection and contract administration services for the construction of a 4,800 square foot joint storage facility in the amount of \$75,000; for the legal, engineering, inspection and contract administration services for a joint fuel management storage facility in the amount of \$7,500; for the legal, engineering, inspection and contract administration services for a joint sand/salt storage shed in the amount of \$51,000; and be it further

**RESOLVED**, that the Town Supervisor is authorized to make said application as lead applicant for the grant and to execute whatever documentation is required in conjunction with said grant application.

This motion was offered by Town Board member John Midwood and was seconded by Town Board member Ralph Fedele.

MOTION: Councilman John Midwood  
SECOND: Councilman Ralph Fedele

|                    |       |     |
|--------------------|-------|-----|
| SUPERVISOR KAYE    | Voted | AYE |
| COUNCILMAN FEDELE  | Voted | AYE |
| COUNCILMAN KENNAN  | Voted | AYE |
| COUNCILMAN MERWIN  | Voted | AYE |
| COUNCILMAN MIDWOOD | Voted | AYE |

The Resolution was carried by a 5-0 vote of the Town Board members on May 30, 2018.

Lisa Cope,  
Town Clerk, Town of North East

**APPLICATION TO DUTCHESS COUNTY 2018-219 MUNICIPAL INNOVATION AND SHARED SERVICES GRANT PROGRAM VILLAGE OF MILLERTON**

Village Treasurer Stephany Eiserman read the Village resolution into the record.

On a motion by Trustee Matthew Hertzog, seconded by Trustee Jenn Nadjek the following was:

ADOPTED – AYES – 4 (Middlebrook, Nadjek, Satori, Hertzog)  
NAYS – 0  
ABSENT- 1 (Bates)

**RESOLVED**, to authorize the Mayor to make application for the grant to execute whatever documentation is required in conjunction with said grant application.

On a motion by Trustee Matthew Hertzog, seconded by Trustee Alicia Satori the following was:

ADOPTED – AYES – 4 (Middlebrook, Nadjek, Satori, Hertzog)  
NAYS – 0  
ABSENT- 1 (Bates)

**RESOLVED**, to authorize the Mayor to sign a letter of support for the above mentioned grant application.

**Adjournment of Meeting with Village Board Members:**

The meeting portion with the Village Board adjourned at 7:48pm with the Mayor and Village Board of Trustees that were present.

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On a motion by Trustee Jen Nadjek, seconded by Trustee Matthew Hertzog the following was:

ADOPTED – AYES – 4 (Middlebrook, Nadjek, Satori, Hertzog)  
NAYS – 0  
ABSENT- 1 (Bates)

RESOLVED, to adjourn the portion of the meeting that was held with the Village of Millerton Mayor and Trustee’s at 7:48PM.

**Shared Services Applications with other Municipalities for Shared Equipment of a Road Grader and Attachments:**

Supervisor Kaye stated that the Town was apply for shared equipment grants with the Town of Milan for a Road Grader and attachments. The deadline to submit these applications is June 1, 2018.

On a motion by Councilman John Merwin, seconded by Councilman Chris Kennan the following was:

ADOPTED – AYES – 5 (Kaye, Merwin, Fedele, Kennan, Midwood)  
NAYS – 0

RESOLVED, that the Supervisor is hereby authorized, as co-applicant to join with Milan in submitting the application for a Municipal Consolidation and Shared Services Grant Program for the procurement of a road grader with attachments.

**TOWN OF NORTH EAST  
TOWN BOARD  
Resolution #8 of 2018**

Councilman John Merwin offers the following and moves its adoption:  
Seconded by: Councilman Chris Kennan

**WHEREAS**, the Highway Department requires well-functioning equipment to carry out the roadwork requirements of that department;

**WHEREAS**, the Highway Department's maintenance schedule is ongoing; and will utilize this equipment for maintaining dirt roads and cutting shoulders on blacktop roads during the course of the year and for moving large amounts of snow in the winter; and

**WHEREAS**, the Highway Department has identified equipment that would greatly improve operations and efficiencies within the department; and

**WHEREAS**, Dutchess County is offering a Municipal Innovation and Shared Services Grant Program, pursuant to which municipalities may be awarded grant money to improve efficiencies, and streamline government service; now therefore be it

**RESOLVED**, that the Supervisor is hereby authorized, as co-applicant, to join with the Town of Milan, as lead applicant, for an Application to the 2018 Municipal Innovation and Shared Services Grant Program for the procurement of a road grader with attachments, and to execute all related application documents.

**ROLL CALL VOTE:**

|                               |     |
|-------------------------------|-----|
| Supervisor George Kaye        | AYE |
| Councilman John Merwin        | AYE |
| Councilman John Midwood       | AYE |
| Councilman Christopher Kennan | AYE |
| Councilman Ralph Fedele       | AYE |

Dated: May 30, 2018

The Resolution was carried by a 5-0 vote of the Town Board members on May 30, 2018

Lisa Cope,  
Town Clerk, Town of North East

**Shared Services Applications with other Municipalities for Shared Equipment of a Dirt Roller and Trailer:**

Supervisor Kaye stated that the Town was apply for shared equipment grants as co applicant with the Towns of Milan and Clinton for a dirt roller and trailer. The deadline to submit these applications is June 1, 2018.

On a motion by Councilman John Midwood, seconded by Councilman Chris Kennan the following was:

ADOPTED – AYES – 5 (Kaye, Merwin, Fedele, Kennan, Midwood)  
NAYS – 0

RESOLVED, that the Supervisor is hereby authorized, as co-applicant to join with the Town of Milan and Town of Clinton in submitting the application for a Municipal Consolidation and Shared Services Grant Program for the procurement of a dirt roller and trailer.

**TOWN OF NORTH EAST  
TOWN BOARD  
Resolution # 9 of 2018**

Councilman John Midwood offers the following and moves its adoption:  
Seconded by: Councilman Chris Kennan

**WHEREAS**, the Highway Department requires well-functioning equipment to carry out the roadwork requirements of that department;

**WHEREAS**, the Highway Department's maintenance schedule is ongoing; and will utilize this equipment for compacting dirt roads during the course of the year; and

**WHEREAS**, the Highway Department has identified equipment that would greatly improve operations and efficiencies within the department; and

**WHEREAS**, Dutchess County is offering a Municipal Innovation and Shared Services Grant Program, pursuant to which municipalities may be awarded grant money to improve efficiencies, and streamline government service; now therefore be it

**RESOLVED**, that the Supervisor is hereby authorized, as co-applicant, to join with the Town of Clinton, as lead applicant, and the Town of Milan, for an Application to the 2018 Municipal Innovation and Shared Services Grant Program for the procurement of a dirt roller and trailer, and to execute all related application documents.

**ROLL CALL VOTE:**

|                               |     |
|-------------------------------|-----|
| Supervisor George Kaye        | AYE |
| Councilman John Merwin        | AYE |
| Councilman John Midwood       | AYE |
| Councilman Christopher Kennan | AYE |
| Councilman Ralph Fedele       | AYE |

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The Resolution was carried by a 5-0 vote of the Town Board members on May 30, 2018

Lisa Cope,  
Town Clerk, Town of North East

**Adjournment:**

On a motion by Councilman Chris Kennan, seconded by Councilman John Midwood the following was:

ADOPTED – AYES – 5 (Kaye, Merwin, Fedele, Kennan, Midwood)  
NAYS – 0

RESOLVED, to adjourn the meeting at 7:53PM.

The meeting was adjourned at 7:53 PM.

Respectfully Submitted,

Lisa Cope  
Town Clerk

**Approved: July 12, 2018**