

**TOWN OF COVERT, SENECA COUNTY
REGULAR TOWN BOARD MEETING
FEBRUARY 12, 2018**

The organizational and regular meeting of the Town Board of the Town of Covert was held Monday, January 8, 2018 at 7:00 p.m. at the Town of Covert Municipal Building, 8469 South Main Street, Interlaken, New York.

Roll Call:	Supervisor Michael Reynolds	Present
	Councilman Deborah Nottke	Present
	Councilman Jeffrey Vann	Present
	Councilman Bill Bishop	Present
	Councilman Brayton Foster	Present

Others Present: Town Clerk Colleen Freese, Highway Superintendent Jeffrey MacCheyne, Reporter Aneta Glover, Town Attorney Patrick Morrell and other interested citizens.

Call to order: Supervisor Reynolds called the meeting to order at 7:00 p.m. All rose for the pledge of allegiance.

Approval of Minutes: Nottke moved, seconded by Foster, to approve the minutes from January 8, 2018. Aye-Vann, Aye-Foster, Aye-Nottke and Aye-Bishop.

Highway Report: Superintendent MacCheyne reported on a pickup truck from state bid Onondaga , a 2018 Ford F-350xl Super Cab 4x4 6.75 truck, Bid # 7974 2018 for the amount of \$38,135.40.

He shared that if the old truck was sold at the auction, it would not cost much for the Town to pay for the new truck. It pays to turn around trucks every two years; it saves the Town money in the long run.

Town Clerk Report: Town Clerk Colleen Freese shared that the balances for the income through the Town Clerk's Office is only about \$50.00 difference from 2017 and 2018. The Office has been averaging about \$14,300.00 a year. The Town Board did their audit on the Town Clerk's books and found them in order.

Tax Report : Tax Collector Colleen Freese reported that so far \$1,771,948.61 has been collected. A total of \$803,495.26 was paid to the Town Supervisor and, so far, \$950,000.00 has been paid to the Seneca County Treasurer.

INTERMUNICIPAL AGREEMENT FOR COURT SECURITY

This Agreement made and entered into this date between the Town of Covert (the "Town"), 8469 Main Street, Interlaken, NY 14847, a municipal subdivision of the State of New York and the Village of Interlaken (the "Village"), 8369 Main Street, Interlaken, NY 14847, a municipal subdivision of the State of New York;

WHEREAS, the Town of Covert has the authority to operate a court and has established a court (Town Court), pursuant to sections 1 and 16 of Article 6 the New York State Constitution, the Uniform Justice Court Act, and the Town Law; and

WHEREAS, the Village of Interlaken has the authority to operate and has established a Police Department (Village Police Department), pursuant to the New York State Village Law; and

WHEREAS, both parties are desirous of contracting for court security services to be provided by the Village of Interlaken Police Department to the Covert Town Court, which is situate within the geographic boundary of the Village of Interlaken; and

WHEREAS, both parties recognize the potential benefits to the residents of both the Town and Village that may be available through sharing services; and

WHEREAS, the Town and Village enter into this agreement pursuant to Article 5-G of the General Municipal Law;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. Subject to the terms specified in the present agreement and the attached addendum, the Village Police Department is hereby authorized to provide court security services to the Town Court.
2. That the Village Police Department Officers assigned to provide court security services will at all times be an employee of the Village of Interlaken, and in no case be deemed an employee of the Town of Covert. The Village of Interlaken shall pay the Village Police Officer's salary and make the employer's contributions for retirement, social security, health insurance, worker's compensation and other similar benefits.
3. The Village of Interlaken will be responsible for hiring, training and supervising all such Village Police Department Officers. All Village Police Department Officers assigned to provide court security services under this agreement must be police officers as defined by Criminal Procedure Law section 1.20(34).
4. Village Police Department Officers performing court security services under this contract will be armed, uniformed and equipped as if they were performing their regular duties for the Village of Interlaken. All such items provided by the Village of Interlaken or their officers shall remain the property of the Village of Interlaken or their officer.
5. The Town Court may provide additional equipment, such as a metal detector. Any such equipment provided by the Town Court will remain the property of the Town Court or the Town of Covert.
6. Nothing contained in this Agreement shall be construed as in any way limiting the jurisdiction of such duly authorized and appointed Village Police Department Officer to act and perform the duties of such officer in the area of the Village of Interlaken. When providing court security services under this contract, Village Police Department Officers will recognize the authority of the Town of Covert Court Justice to preside over and control the activities within the Courtroom, including the Officer.
7. The Village of Interlaken hereby warrants and represents that it has in place comprehensive municipal liability insurance and that such insurance will be amended to ensure appropriate liability insurance to cover any and all liability that may arise under the terms of this agreement. The Village of Interlaken agrees to provide the Town of Covert with a certificate of insurance reflecting such coverage upon request.

8. It is expressly understood and agreed that this agreement is entered into solely for the mutual benefit of the parties herein and that no benefits, rights, duties or obligations are intended or created by this agreement as to third parties not signatories hereto.

9. The term of this agreement is six (6) months. This agreement may be terminated, or the terms thereof may be renegotiated, upon notice from either party at least 90 days prior to the expiration of a term, subject to paragraph 10 of this agreement.

10. The Village of Interlaken specifically acknowledges that certain activities of the Town Court are confidential. If the Town of Covert suspects that confidentiality has been compromised by the Village Police Department Officers providing court security services under this agreement, the Town of Covert may terminate this agreement immediately.

11. This agreement shall take effect on the latest date of signature below.

12. This agreement constitutes the complete understanding of the parties. This agreement shall be amended, modified or terminated only upon approval by a majority vote of each Municipal Board.

ADDENDUM

Hourly Rate: \$21.00

Time records: Signed by the Village Officer and counter-signed by Town Judge or Clerk on the day that court security services are provided. Time to be rounded to the nearest 1/4 hour, with a minimum of 2 hours per services day.

Vouchers to be submitted to Town Quarterly.

A schedule of regular Court days will be provided by the Court to the Village at the beginning of each term.

Regular Court days will have one Village Officer assigned.

Village Officers assigned to the Court will have access to a Village Police Vehicle at all times that they are providing services and will provide custodial transportation of inmates when required.

Additional Court days or request for more than one Village Officer will be provided upon request with 7day notice.

Vann moved, seconded by Foster, to approve Supervisor Reynolds to enter into an Inter-municipal agreement for Court Security with the Village of Interlaken. Aye-Vann, Aye-Nottke, Aye-Foster and Aye-Bishop.

Nottke moved, seconded by Vann, to approve the Trumansburg Fire and Ambulance 2018 agreements and to approve the Supervisor Reynolds to sign the agreements. Aye-Vann, Aye-Nottke, Aye-Foster and Aye- Bishop.

Vann moved, seconded by Bishop, to approve the Court audit that the Town Board performed on January 15, 2018 for the Town of Covert Justice records. Motion approved. Vote: Aye-Vann, Aye-Nottke, Aye-Foster and Aye-Bishop.

Vann moved, seconded by Foster, to approve the Supervisor's Income and Expenditure Report for the month of January 2018. Aye-Vann, Aye-Nottke, Aye-Bishop and Aye-Foster.

Nottke moved, seconded by Bishop, to approve the Highway Superintendent's report for the month of January, 2018. Aye-Vann, Aye Nottke, Aye-Foster and Bishop.

Nottke move, seconded by Bishop, to authorize Superintendent Jeff MacCheyne to declare the 2016, 250 Pickup truck as surplus and authorize Superintendent MacCheyne to use the services of the International Auction to sell the truck. Aye-Vann, Aye-Foster, Aye-Nottke and Aye-Bishop.

Bishop moved, seconded by Nottke, to authorize the Highway Superintendent MacCheyne to order from State Bid a 2018 Ford F-350xl Super Cab 4x4 6.75 truck from state bid Onondaga, Bid # 7974 2018 for the amount of \$38,135.40. Aye-Vann, Aye-Foster, Aye-Bishop and Aye-Nottke.

Bishop moved, seconded by Vann, to approve the Town Clerk's monthly report. The total revenue was \$517.00 and \$410.00 was remitted to the Supervisor for the month of January 2018. Aye-Vann, Aye-Bishop, Aye-Nottke and Aye-Foster.

Bishop moved, seconded by Vann, to approve the Tax Collector's report for the 2018 taxes, a total of \$1,771,948.61 has been collected. Aye-Vann, Aye-Bishop, Aye-Nottke and Aye-Foster.

Nottke moved, seconded by Foster, to approve the Dog Control Officer's report for the month of January, 2018. Aye-Vann, Aye-Foster, Aye-Nottke and Aye-Bishop.

Foster moved, seconded by Nottke, to appoint Gary Hunt to the Assessment Review Board. Aye-Vann, Aye-Foster, Aye-Nottke and Aye-Bishop.

Vann moved, seconded by Nottke, that the Highway Fund Vouchers #12-30 in the amount of \$27,364.21 and General Fund Vouchers #16-31 in the amount \$288,845.16 be approved for payment. Aye-Foster, Aye-Nottke, Aye-Bishop and Aye-Vann.

Nottke moved to adjourn the meeting at 8:00 p.m. Aye-Vann, Aye-Nottke, Bishop-Aye and Aye-Foster.

Respectfully submitted,

Colleen Freese, Town Clerk