

Agenda
April 3, 2023
at School
Town of Arietta

- Call to Order
- Pledge of Allegiance
- Roll Call
- Motion to approve minutes for the March 20, 2023 meeting
- Open Bids for Cemetery Fence
- Resolutions:
 - 23-04-20 BOCES Agreement**
 - 23-04-21 Transfer of Funds**

Snowmobile Trails –Grier
Town Buildings and Grounds - Stobo
Internal Management / Insurance,
Recreation, Website & Chamber- C Wilt
Finance / Airport-C. Rhodes
Lake / Dam / Invasive/campsite -Rudes
Superintendents report– Craig Small
Codes and Zoning – Mel Lascola

- **Old Business**
 - Reminder Public hearing set for May 1, 2023 for land use amendment zone 34
- **New Business**
 - Discuss possible contract with Town of Lake Pleasant for removal of Floor Drain Fluids for new Storage Equipment Building
- Motion to accept the bills
- Motion to accept the financial statements
- Public Comment
- Designation of next Meeting April 17, 2023
- **Motion to adjourn**

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TOWN OF ARIETTA

At a regular meeting of the Arietta Town Board at the Piseco Common School, State Route 8, Piseco, NY, in the Town of Arietta, Hamilton County, New York on:

April 3, 2023 at 5:00pm

Resolution # 23-04-21

Subject: **Transfer of Funds**

Resolution Offered By: _____

WHEREAS: the Town of Arietta will give the Town Supervisor permission to make the following transfer of money:

General Fund

\$ 263,966.00 to #A0-5132.410, Garage Contractual Expense
from #A0-0909 Fund Balance

Highway Fund

THEREFORE, LET IT BE RESOLVED: that the Town Board, Town of Arietta does approve the above transfers of money.

Seconded by: _____ and put to a vote, which resulted as follows:

AYES:	NOES:	ABSTAIN	ABSENT:
Jacquelyn Grier _____	Jacquelyn Grier _____	Jacquelyn Grier _____	Jacquelyn Grier _____
Sarah Rudes _____	Sarah Rudes _____	Sarah Rudes _____	Sarah Rudes _____
Douglas Stobo _____	Douglas Stobo _____	Douglas Stobo _____	Douglas Stobo _____
Christy Wilt _____	Christy Wilt _____	Christy Wilt _____	Christy Wilt _____
Christian Rhodes _____	Christian Rhodes _____	Christian Rhodes _____	Christian Rhodes _____

Town Clerk

Date

TOWN OF ARIETTA

At a regular meeting of the Arietta Town Board at the Piseco Common School, 1722 State Route 8 Piseco in the Town of Arietta, Hamilton County, New York on:

April 3, 2023 at 5:00pm

Resolution # 23-04-20

Subject: Inter-Municipal Agreement between Jefferson-Lewis-Hamilton-Herkimer-Oneida BOCES and the Town of Arietta

Resolution Offered By: _____

WHEREAS: the Town of Arietta in the past has had an agreement with Jefferson-Lewis-Hamilton-Herkimer-Oneida BOCES for the Drug and Alcohol testing program, and

WHEREAS: the new requirement is to have a one year signed Municipal Agreement, as per the attached outlined, on file for all facilities who are enrolled in the BOCES Drug and Alcohol testing program and

WHEREAS: this agreement will start July 1, 2023 through June 30, 2024, and may be renewed, in writing for successive one-year terms at a mutually agreed upon rate for services for the successive years, and

THEREFORE, LET IT BE RESOLVED: that the Town of Arietta, Town Board does hereby authorize the Town of Arietta Supervisor to execute all necessary documents on behalf of the Town to enter into a one-year agreement with Jefferson-Lewis-Hamilton-Herkimer-Oneida BOCES.

Seconded by: _____ and put to a vote, which resulted as follows:

AYES:	NOES:	ABSTAIN	ABSENT:
Jacquelyn Grier _____	Jacquelyn Grier _____	Jacquelyn Grier ____	Jacquelyn Grier _____
Sarah Rudes _____	Sarah Rudes _____	Sarah Rudes ____	Sarah Rudes _____
Douglas Stobo _____	Douglas Stobo _____	Douglas Stobo ____	Douglas Stobo _____
Christy Wilt _____	Christy Wilt _____	Christy Wilt ____	Christy Wilt _____
Christian Rhodes _____	Christian Rhodes _____	Christian Rhodes ____	Christian Rhodes _____

Town Clerk

Date

Memorandum of Inter-Municipal Agreement

Between

Jefferson-Lewis-Hamilton-Herkimer-Oneida BOCES

and

TOWN OF ARIETTA

This Agreement, dated February 8th, 2023, by and between Jefferson-Lewis-Hamilton-Herkimer-Oneida Board of Cooperative Educational Services, (hereinafter “BOCES”), with offices at 20104 State Route 3, Watertown, New York 13601, and Town of Arietta, with offices at P.O. Box 37 Piseco, NY 12139, (together, the “Parties”).

RECITALS

Whereas, BOCES is a duly constituted Board of Cooperative Educational Services formed pursuant to the provisions of Article 40 of the New York State Education Law; and

Whereas, Town of Arietta is a municipal corporation formed pursuant to the laws and the Constitution of the State of New York; and

Whereas, New York State General Municipal Law, Article 5-G (§§119-m through 119-oo) authorizes the Parties to each enter into an inter-municipal cooperation agreement (“ICA”) to carry out any function or responsibility each has authority to undertake alone.

Whereas, BOCES, as part of its administrative support services offers facilitation of Drug and Alcohol Testing of bus drivers and others holding a Commercial Driver’s License (“CDL”) pursuant to the Federal Motor Carrier Safety Act (“FMSCA”) and assists with maintaining compliance with the Federal Motor Carrier Clearinghouse mandate; and

Whereas, Town of Arietta desires to participate in BOCES program of Drug and Alcohol Testing; and

Whereas, BOCES is willing to accept Town of Arietta into its Drug and Alcohol Testing program, subject to the terms and conditions set forth below and Town of Ariettas’ agreement to abide by the same.

NOW, THEREFORE, in consideration of mutual promises and covenants contained herein, and other good and valuable consideration, receipt of which is hereby mutually acknowledged, it is agreed as follows.

COVENANTS

1. Term and Termination.

This agreement shall be for one fiscal year, July 1, 2023 through June 30, 2024, and may be renewed, in writing, for successive one year terms at a mutually agreed upon reimbursement rate for services for the successive years.

Both Parties reserve the right to terminate this Agreement upon providing sixty (60) days written notice to the other.

2. Program Description.

BOCES assists school districts and other municipal entities in complying with FMSCA drug and alcohol testing rules and regulations related to bus drivers and others holding a commercial driver's license or a commercial learner’s permit. BOCES additionally assists school districts and other municipal entities with maintaining compliance with the Federal Motor Carrier Clearinghouse mandate. BOCES may assist with drug and alcohol screening for non-regulated employees as well as coordinate

the provision of drug and alcohol awareness training for supervisors, bus drivers, and other CDL holders.

3. **Scope of Work.**

A. Alcohol Testing Services shall include, but not be limited to:

- Provide a certified Breath Alcohol Technician (BAT) to perform testing.
- Provide an approved (and calibrated) evidential breath measurement device.
- Provide testing and record keeping in accordance with the regulations.
- Report positive test results to BOCES/employer immediately.
- All testing services shall be in accordance with Federal DOT and any applicable State regulations.

B. Urine Collection Process shall include, but not be limited to:

- Provide on-site collection for pre-employment, random sampling, reasonable suspicion, post-accident, and other tests that may be required for NIDA/DOT panel test (specimen collection must be done in accordance with the DHHS regulations).
- Chain-of-custody forms shall be submitted to BOCES and the MRO within twenty-four hours of collection.
- Monitoring of the collection process.
- Contractor performing the collection shall be certified by an approved body.
- All collection services shall be in accordance with Federal DOT and any applicable State regulations.
- BOCES will direct the Contractor as to the SAMHSA/NIDA and DOT certified laboratory to use. BOCES will have the laboratory under contract and all samples will be sent to the laboratory BOCES has selected.

C. Medical Review Officer (MRO) Services shall include, but not be limited to:

- Provide standard operating procedures and time frames for contacting employees who have tested positive. All positive tests reported to the employer by the MRO, in which the MRO did not discuss the results with the driver, shall be so noted and be accompanied by complete documentation of the MRO's efforts to contact the driver. The documentation must include contacts made with an employer's designated management official.
- Provide certified MRO services to receive all test results from the laboratory for negative and positive determination.
- The MRO shall contact employees for medical information, if required.
- The MRO shall investigate information, review it, and make a determination as to the positive or negative status of substance use.
- Communicate test results in legally accepted format to BOCES and its clients. Provide format example that is acceptable to BOCES. Negative results will be forwarded to BOCES within five (5) work days. BOCES and its clients will be notified, as soon as practicable, of positive results and paperwork will be required within two (2) working days of notification.
- Documentation of all test results in accordance with the applicable rules and regulations.
- All MRO services shall be in accordance with Federal DOT regulations and any applicable State regulations.

D. Laboratory Services shall include, but not be limited to:

- Contracting with, and directing collected samples be submitted to, a drug testing laboratory or laboratories as provided in 49 CFR Part 40, Subpart F.

4. BOCES Responsibilities.

- BOCES will contract with independent contractors to perform on-site urine specimen sample collections and alcohol testing.
- BOCES will contract with a SAMHSA/NIDA and DOT certified laboratory (49 CFR Part 40, subpart F) for required specimen testing and will instruct that samples collected be directed to the contracted laboratory for testing.
- BOCES will contract for MRO Services as described above.
- All collection/testing/MRO services shall be in accordance with FMCSA, Federal DOT and any applicable State regulations, including but not limited to the United States Department of Transportation Rule 49 CFR Parts 40 & 49 and CFR Part 382 otherwise known as the Omnibus Transportation Act of 1991 enacted on October 28, 1991.

5. Town of Arietta Responsibilities.

- Town of Arietta will refer only individuals subject to FMCSA drug and alcohol testing who have confirmed enrollment in FMCSA Drug & Alcohol Clearinghouse and/or individuals who are holders of a commercial driver's license or a commercial learner's permit.
- Town of Arietta will ensure driver trainee compliance to program policies and procedures.
- Town of Arietta will ensure that its employees appear as required for drug and alcohol testing procedures and acknowledges that it will be charged a "no show" fee for employees that fail to appear as scheduled and a "cancellation" fee if a scheduled drug or alcohol testing procedure appointment is cancelled on less than two (2) business days notice to the Collecting/Testing Contractor by telephone with a confirming email.
- Town of Arietta will in consideration of the services provided, compensate BOCES according to the annexed fee schedule.

6. Fees.

Fees will be charged for the following as detailed in the fee schedule annexed at "Addendum A":

- An administrative/subscription fee (charged on an annual basis).
- A per-person fee for each drug specimen collection/alcohol test.
- A per-specimen fee for each "bottle B" drug specimen submitted to an alternate laboratory for analysis/testing.
- A fee for MRO services occasioned by a report of a positive drug or alcohol test result.
- A "no show" fee in the event of a failure of an individual to appear for a scheduled drug test specimen sample collection or a scheduled alcohol breath test.
- A "cancellation" fee if a scheduled drug test specimen sample collection or a scheduled alcohol breath test is cancelled on less than two (2) business days notice to the Collecting/Testing Contractor by telephone with a confirming email.

7. **Insurance.**

BOCES agrees to carry and maintain insurance in effect at all times throughout the performance of its responsibilities under this agreement, to include general liability, excess/umbrella, and business auto insurance coverage. The levels of such insurance coverage shall be set at customary standard levels, as determined by the BOCES. Evidence of such coverage, including coverage amounts, shall be provided to Town of Arietta upon Town of Arietta's written request.

8. **Indemnification.**

Town of Arietta shall, to the fullest extent allowed by law, indemnify and hold harmless BOCES, and its officers, directors, agents, representatives and employees for any and all losses, damages, costs and expenses (including reasonable attorney's fees) caused by or arising out of any negligent acts or omissions of Town of Arietta, its agents, employees, or representatives in the course of the performance of this agreement. This duty shall survive the expiration or termination of this agreement.

9. **Limitation of Liability.**

Town of Arietta, affirmatively and without reservation, agrees that the full extent of any and all BOCES liability shall be limited to that amount of insurance coverage provided by the BOCES under the terms of this agreement.

10. **Notices.**

Except as otherwise provided in this Agreement, all notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by a recognized overnight courier service, with delivery confirmation, to the other party at its address set forth below:

If to the District:
Assistant Superintendent for Business
Jefferson-Lewis-Hamilton-Herkimer-Oneida Board of Cooperative Educational Services
20104 State Route 3
Watertown, NY 13601
Phone: (315) 779-7020

If to the Town of Arietta:
[Name]
[Mailing Address]

11. **Miscellaneous Provisions.**

- **Authorization.** The Parties hereby acknowledge that this Agreement has been properly authorized pursuant to the process and procedure established by their respective governing boards.
- **Entire Agreement.** This Agreement, including the attached Addendum, represents the entire agreement of the Parties with respect to the subject matter thereof and may not be modified, changed, altered or extended except in writing duly signed and acknowledged by the Parties.
- **Governing Law, Jurisdiction, and Venue.** This Agreement shall be interpreted by and in accordance with the laws of the State of New York except that there shall be no presumption

against either party as the draftsman in the interpretation of this Agreement by any court. Any legal action brought relating in any way to this Agreement shall be brought exclusively in a court of competent jurisdiction located in and for Jefferson County, New York in accordance with the rules of such court, and each party expressly consents to the venue and jurisdiction of such court(s).

- Waiver. Failure or delay by either Party in exercising any right or power under this Agreement shall not operate as a waiver thereof.
- Invalidity. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, void or unenforceable, the illegality or unenforceability of such provision shall not impair the enforceability of any other provision of this Agreement.
- Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which, when taken together shall constitute one and the same Agreement. A facsimile or other electronic copy of a signature on this Agreement shall for all purposes be deemed to be an original.
- Survival. All provisions of this Agreement that by their terms may require performance by a Party following the expiration or termination of this Agreement shall survive such expiration or termination.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have affixed their respective signatures below.

Jefferson-Lewis-Hamilton-Herkimer-Oneida BOCES:

By: Stephen J. Todd, District Superintendent

Date

TOWN OF ARIETTA:

By: [Name], [Title]

Date

Addendum A

**** The specific fees as outlined below may be adjusted based on changes/ fluctuations in market pricing and costs of personnel, supplies, and required equipment. Town of Arietta will be notified, in writing, of proposed fee adjustments no less than sixty (60) days prior to their implementation.**

ANNUAL CHARGES:

Administration Fee: \$400.00

QUARTERLY CHARGES:

Random Drug Test: \$82.00 per test
Random Alcohol Test: \$45.00 per test

Random testing is completed at employer's facility, except when an employee is not available for testing an alternate may need to be used.

Cost of each test includes collector, laboratory, medical review officer & shipping charges.

SPECIALTY TESTS:

Substance:

Alcohol:

Pre-employment	\$90.00	\$55.00
Post-accident	\$90.00	\$55.00
Reasonable Suspicion	\$90.00	\$55.00
Return-to-Duty	\$90.00	\$55.00
Follow-up	\$90.00	\$55.00
Other	\$90.00	\$55.00

Cost of each substance test includes collector, laboratory, medical review officer & shipping charges.

MISCELLANEOUS CHARGES:

Laboratory Testing Fee (Confirmation test, if required)	\$ Per Specimen Tested
<i>A per-specimen fee for each "Bottle B" specimen submitted to an alternate laboratory for analysis/testing</i>	
Handling/Shipping Charge (if required)	\$ Alternate Lab Fee
After-Hours Fee (if required)	\$ Collection Site Fee
Observed Test Fee (if required)	\$ Collection Site Fee
Positive Alcohol Confirmation (if required):	\$55.00
Mileage/Collector Fee per hour (if required):	\$50.00

(Specialty tests situations ONLY where the collector is not scheduled to be on site)

Medical Review Officer (MRO) Services:

Per Individual MRO Intervention (Positive or non-negative results) (if required) \$50.00