

TOWN OF SANFORD

REGULAR MEETING

AUGUST 8, 2023

PRESENT:	Kenny Wist Jay Vandermark Alice Ray Shane Lester Dan Andresen	Supervisor Councilman Councilman Councilman Councilman
ALSO PRESENT:	Leo Shew Alison Lang	Highway Superintendent Town Clerk

Supervisor Kenny Wist called the Regular Meeting to order at 7:00pm with the Pledge of Allegiance led by Jay Vandermark at the Town Hall, 91 Second Street, Deposit NY 13754.

Supervisor Kenny Wist gave the floor to Scott Conklin, Oquaga Lake Sewer. Scott presented the board with the report of July 2023. On a motion made by Jay Vandermark, seconded by Shane Lester and all approved the Oquaga Lake Sewer report of July 2023.

Supervisor Kenny Wist presented the board with the Code Enforcement Report of July 2023. The report was reviewed. On a motion made by Alice Ray, seconded by Dan Andresen and all approved the Code Enforcement Report of July 2023.

Supervisor Wist gave the floor to Highway Superintendent, Leo Shew. Shew spoke on damage on Kenyon Hill Road from the recent storms.

A discussion was held on replacing a severely deteriorated pipe on Kenyon Hill Road. On a motion made by Dan Andresen, seconded by Alice Ray and all approved to accept the bid from Wheeler Excavating pending availability prior to the end of construction season.

Wheeler’s Excavating \$32,864.00

Gorick Construction \$33,900.00

A Roll Call Vote was taken as follows: Supervisor Kenny Wist: AYE; Councilman Jay Vandermark: AYE; Councilman Alice Ray: AYE; Councilman Shane Lester: AYE; Councilman Dan Andresen: AYE; NOES: None
CARRIED. Dated: August 8, 2023.

Shew spoke on the crew cab truck bids. There is a 5k difference between the Chevy and the International truck. The Chevy is a 2023 and the International truck is a 2024. Trucks are similar but the International is a better-quality truck with a better-quality sander and equipment. The sander is also larger on the International truck. On a motion made by Shane Lester, seconded by Jay Vandermark and all approved the purchase of the 2024 Stadium International crew cab truck.

A Roll Call Vote was taken as follows: Supervisor Kenny Wist: AYE; Councilman Jay Vandermark: AYE; Councilman Alice Ray: AYE; Councilman Shane Lester: AYE; Councilman Dan Andresen: AYE; NOES: None
CARRIED. Dated: August 8, 2023.

Shew spoke on removing 15 tree stumps on Homer Smith Road due to being a roadside hazard.
Gorick Construction \$18,800.00
Wheeler's Excavating \$28,476.00
On a motion made by Shane Lester, seconded by Dan Andresen and all approved to have Gorick complete the work.

A Roll Call Vote was taken as follows: Supervisor Kenny Wist: AYE; Councilman Jay Vandermark: AYE; Councilman Alice Ray: AYE; Councilman Shane Lester: AYE; Councilman Dan Andresen: AYE; NOES: None
CARRIED. Dated: August 8, 2023.

Wist spoke on a rock ledge removal on Homer Smith Road.
Gorick Construction \$19,750.00
Wheeler's Excavating \$29,884.00
On a motion made by Dan Andresen, seconded by Jay Vandermark and all approved the removal of the rock ledge on Home Smith Road by Gorick Construction.

A Roll Call Vote was taken as follows: Supervisor Kenny Wist: AYE; Councilman Jay Vandermark: AYE; Councilman Alice Ray: AYE; Councilman Shane Lester: AYE; Councilman Dan Andresen: AYE; NOES: None
CARRIED. Dated: August 8, 2023.

Supervisor Wist presented the Board with the Dog Control Officer report. On a motion made by Dan Andresen, seconded by Jay Vandermark and all approved the DCO report.

No Assessor's report was received.

The Minutes of July 11, 2023 were reviewed. On a motion made by Dan Andresen, seconded by Shane Lester and all accepted the Minutes of July 11, 2023.

The Clerks report of July 2023 was presented to the Board. On a motion made by Dan Andresen, seconded by Shane Lester and all approved the Clerk's report of July 2023.

The Monthly report of June 2023 was presented to the Board. On a motion made by Alice Ray, seconded by Shane Lester and all approved the Monthly report.

Supervisor Wist spoke on and Intermunicipal Agreement between the Town of Sanford, acting for and on behalf of the Oquaga Lake Sewer District.

**INTERMUNICIPAL AGREEMENT BETWEEN THE TOWN OF SANFORD,
ACTING FOR AND ON BEHALF OF THE OQUAGA LAKE SEWER DISTRICT OF SAID TOWN
AND THE VILLAGE OF DEPOSIT, REGARDING THE OPERATION AND MAINTENANCE OF THE
OQUAGA LAKE SEWER DISTRICT'S TREATMENT PLANT AND RELATED INFRASTRUCTURE**

THIS AGREEMENT, MADE AND ENTERED INTO THIS 8th DAY OF AUGUST 2023, the Town of Sanford, a municipal subdivision of the State of New York, situate in Broome County, with offices at 91 Second Street, Deposit, New York, acting on behalf of the Oquaga Lake Sewer District of the Town of Sanford, and the Village of Deposit, a municipal subdivision of the State of New York situate in Broome and Delaware Counties, with offices at 146 Front Street, Deposit, New York.

WITNESSETH:

WHEREAS, the Town of Sanford (Town), on behalf of the Oquaga Lake Sewer District (District) currently owns, operates and maintains a sewer plant and related sewer infrastructure (the System) within the District in the Town; and

WHEREAS, the Village of Deposit (Village) has the available manpower, expertise, machinery and equipment to maintain and operate the System; and

WHEREAS, the Town is desirous of contracting with the Village for the purpose of obtaining such services from the Village.

NOW, THEREFORE, IT IS HEREBY AGREED, by the Town, acting on behalf of the Oquaga Lake Sewer District, and the Village, as follows:

1. **Village's Powers and Duties.** The Village shall have the following powers and duties with respect to this Agreement:
 - a. The Village shall operate and maintain the System in accordance with the Town's and any other applicable authority's laws, rules, regulations and specifications, including but not limited to the installation, removal, inspection, repair and reading of sewer meters and sewer service, required testing and maintenance, and reporting.
 - b. The Village will use its best efforts at all times to furnish the District with adequate staffing and equipment to operate and maintain the System, except in cases where emergency prevents such adequate staffing and equipment. The Village shall not be liable to the Town or the District, or to any property owners or tenants within the District, by reason of any such emergency.
 - c. The Village shall, at all times during the term of this Agreement, employ individuals to provide the said services who possess the required licenses, certifications, education, and other necessary qualifications to meet any and all legal and regulatory requirements for the operation of the System.
 - d. The Village shall keep all necessary records, including records of receipts and disbursements and records of its proceedings, and shall supply them to the Town upon

demand. The Public Works Administrator of the Village (PWA) shall submit a quarterly written report to the Town, with a copy to the Village, which shall set forth all expenditures, staff time, maintenance history, problems and other operations of the plant and District facilities, including any information and reports required by the DEC and any other agencies. The PWA shall also be responsible for any required testing, and the filing of any and all reports required by the DEC, EPA, or other agencies regarding the operations of the System, and copies of such reports shall also be supplied to the Town.

- e. The PWA will work directly with the Supervisor of the Town with regard to the scheduling, staffing and performance of all work under this contract. The PWA shall be the direct contact.
 - f. The Village shall have the right to exercise such other powers and duties as may be necessary to the operation, maintenance and good repair of the System within the District.
2. **Ownership of Property and Improvements.** Title to all real property and improvements thereon, and to all personal property, is and shall remain vested in the Town of Sanford for the term of this Agreement. The Town hereby agrees that duly authorized employees of the Village shall have the right of entry upon any premises where sewer services are being supplied, or any premises for which sewer service is sought, for the purpose of inspecting all work in connection with such service.
3. **Payment for Services:** The Village shall charge the District for operations, maintenance and repair of the System (the District Sewer Rent) as follows:
- a. Under no circumstances shall the annual District Sewer Rent for any year be less than the expenses incurred by the Village operating and maintaining the System for that year (hereinafter Expenses), nor shall the annual District Sewer Rent for any year be greater than 100% of the Expenses. Expenses shall include, but not be limited to, that portion of the salaries, benefits and training costs payable by the Village and applicable to time spent of the PWA, Sewer Plant Operator, Assistant Sewer Plant Operator, Village Clerk/Treasurer, Village Secretary, and any other Village employees performing services at or for the sewer plant or District. Such employee compensation shall be made at the rates and under the policies established by the Village of Deposit. Expenses shall also include equipment time at the rate established by the Village for equipment used in the operation, maintenance and repair of the System; the cost of any parts or materials necessary to the operation, maintenance and repair of the System; and any other items necessary to the operation, maintenance and repair of the System.
 - b. A list of the hourly rates, plus benefits and mileage, for each employee anticipated by the PWA to perform services for the District, as well as the equipment time rate currently being charged by the Village, is annexed hereto as Exhibit A, and shall be submitted by the Village to the Town on an annual basis, as well as at any time that the amount of such rates and/or benefits shall change.

- c. The Village shall submit a detailed voucher to the Town on a monthly basis for the prior month(s) Expenses. Said voucher shall set forth all time spent by each employee for whom reimbursement is sought, the date(s) and service(s) performed by said employee, and all other Expenses and disbursements for which reimbursement is sought.
 - d. Capital repairs to the System may be necessary in the future. Capital Repairs shall include any item for which the cost of equipment, salaries and other Expenses shall exceed \$5,000. The PWA shall make recommendations regarding any Capital Repairs he deems appropriate. However, the determination of whether to make such Capital Repairs shall be in the sole discretion of the Town Board, and shall be approved by majority vote of the Town Board prior to any the Village entering into any contracts or expending any money for any such item.
4. **Insurance, Maintenance, Security.** Both the Town and the Village hereby agree to obtain and hereafter continue to keep in full force and effect as part of its general liability insurance, public liability insurance relative to this Agreement during all phases of the performance of the various provisions of work to be performed herein. Each such policy shall name the other party as an additional insured, and shall provide coverage limits acceptable to the respective Boards of each party, as well as to the attorney for each party.
 5. **Indemnification.** Each party hereto does hereby covenant and agree to indemnify and hold harmless the other party against claim for any loss, injury, death and/or damage and against any claim for compensation for which the other party may or shall be liable by reason of its participation in the services to be rendered pursuant to this Agreement.
 6. **Authority to Execute this Agreement.** The Town Supervisor of the Town is authorized to execute this Agreement pursuant to a resolution adopted by the Town Board of the Town at a meeting thereof held on August 8, 2023. The Mayor of the Village is authorized to execute this Agreement on behalf of the Village pursuant to a resolution adopted by the Village Board of Trustees at a meeting thereof held on _____, 2023. This instrument shall be executed in triplicate. At least one executed copy shall be permanently filed in the office of the Town Clerk, and at least one executed copy shall be permanently filed in the office of the Village Clerk.
 7. **Notices.** Any and all notices and payments required hereunder shall be addressed as follows, or to such other address as may hereafter be designated in writing by either party hereto:

To Town of Sanford

Supervisor

91 Second Street

Deposit, New York 13754

To Village of Deposit

Mayor

146 Front Street

Deposit, NY 13754

8. **Waiver.** No waiver of any breach of this Agreement shall be binding unless such waiver is confirmed 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 written waiver shall include the same.
9. **Modification.** This Agreement constitutes the complete understanding of the parties. No modification of provisions herein shall be valid unless in writing and signed by both parties.
10. **Term.** This Agreement shall commence effective January 1, 2024 (the "Effective Date"), and shall thereafter automatically renew on each subsequent anniversary of the Effective Date for up to a total of four (4) renewal periods, unless either party notifies the other in writing on or before the first day of the September prior to the next anniversary of the Effective Date that the notifying municipality wishes to withdraw from the Agreement. Notwithstanding the foregoing, upon the termination or expiration of this Agreement, the Town shall be given sufficient time to obtain another vendor to operate and maintain the sewer system before the Village shall discontinue its services.
11. **Required Provisions of Law.** Each and every provision and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein.
12. **Choice of Law & Venue.** This Agreement shall be governed by the laws of the State of New York. Any litigation arising out of a breach of this Agreement, or either party's performance of its duties and obligations hereunder shall be commenced in a court of competent jurisdiction located in Broome County, New York.

A Roll Call Vote was taken as follows: Supervisor Kenny Wist: AYE; Councilman Jay Vandermark: AYE; Councilman Alice Ray: AYE; Councilman Shane Lester: AYE; Councilman Dan Andresen: AYE; NOES: None
CARRIED. Dated: August 8, 2023.

Supervisor Kenny Wist stated the need to go into Executive Session to discuss personnel issues. On a motion made by Shane Lester, seconded by Jay Vandermark and all approved to enter into Executive Session at 8:25pm.

A Roll Call Vote was taken as follows: Supervisor Kenny Wist: AYE; Councilman Jay Vandermark: AYE; Councilman Alice Ray: AYE; Councilman Shane Lester: AYE; Councilman Dan Andresen: AYE; NOES: None
CARRIED. Dated: August 8, 2023.

On a motion made by Jay Vandermark, seconded by Alice Ray and all approved to come out of Executive Session at 8:37pm.

A Roll Call Vote was taken as follows: Supervisor Kenny Wist: AYE; Councilman Jay Vandermark: AYE; Councilman Alice Ray: AYE; Councilman Shane Lester: AYE; Councilman Dan Andresen: AYE; NOES: None

CARRIED. Dated: August 8, 2023.

Bills were presented to the Board.

The Motion was made by Shane Lester, seconded by Dan Andresen, and all approved that the bills be paid as presented.

The Total Amounts and Voucher Numbers submitted to Town Clerk by Supervisor's Secretary. Date of Audit: 8/8/2023, General: \$119,531.91-Voucher #456-457, 462-464, 466-468, 471-489, 502; Highway: \$66,779.73-Voucher #458, 469, 490-501, 503-511; Sewer: \$24,511.97-Voucher #459-461, 465, 512-519.

Since no further business was at hand, on a motion made by Shane Lester, seconded by Jay Vandermark, and all approved that the meeting be adjourned at 8:42PM.

Alison Lang, Town Clerk