

## TOWN OF SANFORD

**REGULAR MEETING**

**January 9, 2024**

<b>PRESENT:</b>	<b>Kenny Wist</b>	<b>Supervisor</b>
	<b>Jay Vandermark</b>	<b>Councilman-absent</b>
	<b>Alice Ray</b>	<b>Councilman-absent</b>
	<b>Shane Lester</b>	<b>Councilman</b>
	<b>Dan Andresen</b>	<b>Councilman</b>

<b>ALSO PRESENT:</b>	<b>Leo C. Shew</b>	<b>Highway Superintendent</b>
	<b>Alison Lang</b>	<b>Town Clerk</b>

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

**The Oquaga Lake Sewer Report was presented to the Town Board. On a motion made by Dan Andresen, seconded by Shane Lester and all approved the Oquaga Lake Sewer report.**

**The Code Enforcement Officer Report was presented to the Town Board. On a motion made by Shane Lester, seconded by Dan Andresen and all approved the Code Enforcement report.**

**Supervisor Wist gave the floor to the Highway Superintendent, Leo Shew. Shew spoke on the crew doing a fantastic job! The highway garage equipment list has been submitted to the insurance company and Shew will also forward the information to the Town Clerk.**

**Supervisor Wist spoke on the Subdivision Regulation Public Hearing. The Public Hearing will be held at the February 13, 2024 Regular Town Board Meeting.**

**Supervisor Wist gave the floor to Terry Raymond. Mr. Raymond spoke on the Deposit Historical Society and asked if the Town of Sanford would donate money through the Covid Relief Fund to make necessary repairs to the buildings (Historical Society Building & Bundy House) that are safety concerns. Supervisor Wist instructed Mr. Raymond to contact the Supervisors Assistant to discuss what funds are available and how to proceed.**

**The Dog Control report was presented to the Board. On a motion made by Dan Andresen, seconded by Shane Lester and all approved the DCO report.**

**No Assessor's report was received.**

**The Minutes of December 12, 2023 were presented to the board. On a motion made by Dan Andersen, seconded by Shane Lester and all approved the December 12, 2023 Minutes.**

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

**The Monthly report of November 2023 was presented to the Board. On a motion made by Dan Andresen, seconded by Shane Lester and all approved the monthly report for November 2023.**

**Supervisor Wist spoke on the Town Board executing a lease agreement with the Deposit Foundation, Inc. On a motion made by Shane Lester, seconded by Dan Andresen and all approved the following Resolution:**

**#26-RESOLUTION-2024  
AUTHORIZING THE TOWN SUPERVISOR TO EXECUTE  
A LEASE AGREEMENT WITH DEPOSIT FOUNDATION, INC.**

**WHEREAS, the Deposit Foundation, Inc. (the "Foundation"), a not-for-profit corporation organized under the Laws of the State of New York, has expressed interest to the Town with respect to leasing a certain 70 square-foot room within Town Hall, commonly known as the "map room", which room would be used by the Foundation as a part-time office for no greater than ten (10) days per calendar month; and**

**WHEREAS, the Town is amenable to leasing the "map room" to the Foundation based on a fair market value of commercial rental space per square foot, and further based on the Foundation's proposed limited usage of the room; and**

**WHEREAS, The Town Board has determined that the work of the Foundation, namely, providing critical services to senior citizens in Eastern Broome County, primarily serves a public purpose; and**

**WHEREAS, the Town Board has further determined that any benefit obtained by the Foundation by virtue of its rental of the "map room" is merely incidental to the important public purpose the Foundation serves within the Town; and**

**WHEREAS, the approval of said Agreement is a Type II action under the State Environmental Quality Review Act ("SEQRA") and its implementing regulations, specifically, 6 NYCRR 617.5 (c) (26). Thus, no determination of significance regarding its potential environmental impact is required; and**

**WHEREAS, the Town Board, after due deliberation, finds that it is in the public's best interest to support the important public purpose served by the Foundation via offering to it a lease of the "map room" located within Town Hall.**

**NOW THEREFORE, BE IT RESOLVED, by the Town Board of the Town of Sanford that the Lease Agreement by and between the Town and Deposit Foundation, Inc., a copy of which is attached as an Exhibit hereto, is hereby approved and the Town Supervisor is**

hereby authorized to execute and enter into said Lease Agreement with the Foundation; and be it further

**RESOLVED that this resolution will take effect immediately.**

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A Roll Call Vote was taken as follows: Supervisor Kenny Wist: AYE; Councilman Shane Lester: AYE; Councilman Dan Andresen: AYE; NOES: None; CARRIED: Dated: January 9, 2024.

Supervisor Wist spoke on the 2024-2025 Fire Protection Contract between the Town of Sanford, Town of Deposit and Village of Deposit. On a motion made by Dan Andersen, seconded by Shane Lester and all approved the following contract.

**#27-RESOLUTION-2024**

**2024-2025**

**CONTRACT FOR FIRE PROTECTION**

**THIS AGREEMENT, made this 9th day of January 2024, by and between the VILLAGE OF DEPOSIT, NEW YORK, a Municipal Corporation organized under the laws of the State of New York and located in Delaware and Broome Counties and having its offices at 61 Front Street, Deposit, New York 13754 (the "VILLAGE") and the TOWN OF DEPOSIT, NEW YORK, also a Municipal Corporation organized under the laws of the State of New York and located in Delaware County and having its offices at 3 Elm Street, Deposit, New York 13754, (the "TOWN OF DEPOSIT") and the TOWN OF SANFORD, New York, also a Municipal Corporation organized under the laws of the State of New York and located in Broome County and having its offices at 91 Second Street, Deposit, New York 13754, (the "TOWN OF SANFORD").**

**WITNESSETH:**

**WHEREAS, the TOWN OF DEPOSIT and TOWN OF SANFORD are desirous of entering into an Agreement with the VILLAGE for providing fire protection service to the TOWN OF DEPOSIT and TOWN OF SANFORD; and**

**WHEREAS, the VILLAGE is desirous of furnishing fire protection service to the TOWN OF DEPOSIT and TOWN OF SANFORD for a one-year period under the terms and conditions set forth herein; and**

**WHEREAS, at a meeting of the TOWN OF DEPOSIT held on January 9, 2024, the Town Board of the TOWN OF DEPOSIT duly authorized this contract with the VILLAGE for fire protection service to the TOWN OF DEPOSIT upon the terms and provisions herein set forth; and**

**WHEREAS, at a meeting of the TOWN OF SANFORD held January 9, 2024, the Town Board of the TOWN OF SANFORD duly authorized this contract with the VILLAGE for fire protection service to the TOWN OF SANFORD upon the terms and provisions herein set forth; and**

**WHEREAS, the VILLAGE authorized this contract for providing fire protection service to the TOWN OF DEPOSIT and the TOWN OF SANFORD upon the terms and provisions herein set forth.**

**NOW, THEREFORE, in consideration of the mutual promises herein contained, the TOWN OF DEPOSIT and TOWN OF SANFORD do engage the VILLAGE to furnish fire protection service to the TOWN OF DEPOSIT and TOWN OF SANFORD and the VILLAGE agrees to furnish such fire protection service in the following manner, to wit:**

**SERVICE TO BE PROVIDED:**

**The VILLAGE shall, during the term of the Agreement, make a good faith effort, to the extent practicable with a volunteer fire department, to provide 24-hour fire protection service. The VILLAGE shall staff vehicles in the manner required by the State of New York and its appropriate agencies.**

**The VILLAGE agrees to furnish suitable apparatus and appliances for the furnishing of fire protection within the TOWN OF DEPOSIT and TOWN OF SANFORD and when notified by alarm or telephone or in any other manner, of a fire within the TOWN OF DEPOSIT or TOWN OF SANFORD the VILLAGE will respond and attend upon the fire without delay with suitable available apparatus, appliances and equipment of the VILLAGE and /or County Mutual Aid systems and that the firemen of the VILLAGE shall proceed with diligently and in every way reasonably suggested extinguishing the fire and to save life and property in connection therewith to the best of their ability.**

**The VILLAGE further agrees to incur and pay for the following operating expenses from the consideration paid by the TOWN OF DEPOSIT or TOWN OF SANFORD under this agreement:**

**General maintenance, repairs and supplies for the equipment, vehicles and housing for its vehicles together with replacement parts for said vehicles and equipment. The VILLAGE also agrees to use its best efforts to provide for replacement of the vehicles and equipment if and when, in the Village' sole discretion it is deemed necessary;**

**Fuel, oil, repairs and preventive maintenance required for normal operation of the vehicles.**

**All liability insurance on all fire trucks and vehicles utilized by the VILLAGE; and**

**All required liability, compensation, disability, contractual and/or errors and omissions insurances covering all members of the fire department.**

**Nothing herein contained shall be deemed to limit or affect in any way the responsibility or liability of the TOWN OF DEPOSIT or the TOWN OF SANFORD for injury sustained by any fireman or for the death of any fireman while engaged upon the performance of his duties, and otherwise, as provided by 205 of the General Municipal Law or any other statute of the State of New York and members of the VILLAGE fire department and emergency squad while engaged in the performance of their duties in answering, attending upon or returning from any call provided for by this contract, shall have the same rights, privileges and immunities as volunteer firemen as provided for by law and with the same force and effect as if performing such services exclusively within the VILLAGE.**

**TERM:**

The Term of this agreement shall be one year, commencing on March 1, 2024 and expiring February 28, 2025 ...

**CONSIDERATION:**

In consideration of the furnishing of such fire protection service by the VILLAGE and the use of personnel, vehicles, equipment and apparatus in connection therewith, the TOWN OF DEPOSIT and the TOWN OF SANFORD shall pay to the VILLAGE for the term of this contract the fixed amount set forth in Exhibit "A" attached hereto and made a part of this Agreement. All sums due to the VILLAGE are to be paid by the TOWN OF DEPOSIT and the TOWN OF SANFORD within thirty (30) days of billing.

**DONATIONS:**

At no time shall the residents of the TOWN OF DEPOSIT or TOWN OF SANFORD be charged for the services provided by the VILLAGE; however, nothing herein shall be construed to prevent the VILLAGE from soliciting and accepting donations from such residents and from conducting fundraising activities to assist in defraying its operating and capital expenses.

**INSURANCE:**

The general liability policy required by this agreement shall be written with minimum coverage of \$1,000,000.00 per occurrence.

The vehicle liability policy required by this agreement shall be written with minimum coverage of \$1,000,000.00 per occurrence.

The VILLAGE shall furnish the TOWN OF DEPOSIT and the TOWN OF SANFORD with satisfactory proof of carriage of all insurance coverages required pursuant to section 1 (C) of this Agreement on or before the effective date of this agreement.

**PERMITS AND REGULATIONS:**

The VILLAGE shall procure and pay for all permits and licenses necessary for the services to be rendered hereunder.

**ADVISORY COMMITTEE:**

There shall be established a joint advisory committee comprised of two members of the TOWN OF SANFORD Board, two members of the TOWN OF DEPOSIT Board, and two members of the VILLAGE OF DEPOSIT Board to discuss and make recommendations to the VILLAGE OF DEPOSIT Board for major purchases and/or building projects.

**AUTHORITY FOR EXECUTION:**

The signing and delivering of this Agreement has been authorized after duly noticed public hearings held by the TOWN OF DEPOSIT and the TOWN OF SANFORD, respectively, in accordance with applicable law. The Town Supervisors, whose signatures appear thereafter, have been duly authorized and empowered to execute this instrument and enter into such an agreement pursuant to a Resolution adopted by the Town Board of the TOWN OF DEPOSIT, at a meeting thereof held on January 9, 2024 and Resolution adopted by the Town Board of the TOWN OF SANFORD at a meeting thereof held on January 9, 2024. This instrument shall be executed in triplicate and at least one copy thereof shall be

permanently filed, after execution thereof, in the office of the Clerk of the Village of Deposit, Clerk of the Town of Deposit and Clerk of the Town of Sanford.

**NOTICES:**

Any and all notices hereunder shall be given in writing and payments required hereunder shall be addressed as follows, or to such other address as may hereafter be designated in writing by the parties hereto:

To the VILLAGE OF DEPOSIT: Village Clerk  
61 Front Street  
Deposit, NY 13754

To the TOWN OF DEPOSIT: Town Clerk  
3 Elm Street  
Deposit, NY 13754

To the TOWN OF SANFORD: Town Clerk  
91 Second Street  
Deposit, NY 13754

**WAIVER:**

No waiver of any breach of any condition of the agreement shall be binding unless the same shall be in writing and signed by the party waiving the said breach. No such waiver shall otherwise 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.

**MODIFICATION:**

This agreement constitutes the complete understanding of the parties. No modification of any provisions thereof shall be valid unless in writing and signed by both parties.

**REQUIRED PROVISIONS OF LAW:**

Each and every provision of law and clause required by law to be inserted in this contract 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 contract shall be physically amended forthwith to make such insertion.

IN WITNESS WHEREOF, the VILLAGE OF DEPOSIT has caused its corporate seal to be affixed hereto and by these presents to be signed by its Mayor, duly authorized to do so, and to be attested to by it Village Clerk, and the TOWN OF DEPOSIT has caused its corporate seal to be affixed hereto and by these presents to be signed by its Supervisor, duly authorized to do so, and to be attested to bit its Town Clerk, TOWN OF SANFORD has caused its corporate seal to be affixed hereto and by these presents to be signed by its Supervisor, duly authorized to do so, and to be attested to by its Town Clerk, the day and year first above written.

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A Roll Call Vote was taken as follows: Supervisor Kenny Wist: AYE; Councilman Shane Lester: AYE; Councilman Dan Andresen: AYE; NOES: None; CARRIED: Dated: January 9, 2024.

**Town Clerk, Alison Lang spoke on setting up the 2023 Audit Meeting for the Town Justice and the Town Clerk's Office. The meeting will be held on January 17, 2024 at 7:00pm.**

**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: 12/29/2023 Abstract #13-General: \$23,658.24-Voucher #777-781, 784-785, 788-794; Highway: \$400.00-Voucher #786; Sewer: \$908.16-Voucher #782-783; T&A: \$5,909.40-Voucher #795-797.**

**Date of Audit: 1/9/2024 Abstract #14- General: \$24,622.25-Voucher #14-15, 18-28; Highway: \$49,148.05- Voucher #16, 29-41; Sewer O & M: \$6,112.70- Voucher #17,42-45.**

**Date of Audit: 1/9/2024 Abstract #1- General: \$10,347.20-Voucher #10-12, 46-54, 61; Highway: \$24,472.59- Voucher #1-9, 13, 55-58; Sewer O & M: \$3,278.33- Voucher #59-60.**

**Since no further business was at hand, on a motion made by Shane Lester, seconded by Dan Andresen and all approved that the Meeting be adjourned at 7:55 PM.**

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**Alison Lang, Town Clerk**