

TOWN OF SANFORD

REGULAR MEETING

May 13, 2025

PRESENT:	Kenny Wist	Supervisor
	Jay Vandermark	Councilman
	Alice Ray	Councilman
	Shane Lester	Councilman
	Dan Andresen	Councilman
ALSO PRESENT:	Leo Shew	Highway Superintendent
	Scott Conklin	Oquaga Lake Sewer
	Deborah Proffitt	Town Clerk

Supervisor 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 Wist gave the floor to Scott Conklin for the Oquaga Lake Sewer Report. Conklin spoke on the multiple Red Lights he had to respond to. This was due mostly to the heavy rains. Several Pump floats had to be replaced and others on order to be replaced. Some tanks were found to have leaks and were patched and/or scheduled to be repaired. Conklin stated he had met with Broome County to uncover Manholes and also Delaware Engineering to assist. Supervisor Wist thanked Conklin for the assistance with Delaware Engineering. Conklin stated he had sent them copies of the flow numbers. Leo Race, had questioned if there were any surprises that the Engineers had found and Conklin stated that they had not found any major leaks and believes the main issue is from the individual tanks. Supervisor Wist stated that Delaware Engineering will be submitting an Engineering Report that will lay out an upgrade plan. On a motion made by Alice Ray, seconded by Shane Lester and all approved the Oquaga Lake Sewer Report.

Code Enforcement Officer, Pete Hathaway was not present. Supervisor Wist presented Hathaway’s report to the Board. The Board Reviewed and Discussed the Code Enforcement Report. On a motion made by Jay Vandermark and seconded by Dan Andresen and all approved the Code Enforcement Officer’s Report.

Supervisor Wist gave the floor to Highway Superintendent, Leo Shew. Shew stated they were attempting to work the Gravel roads however the rain has not cooperated. They are mainly fixing damage from the last storm, crediting his Deputy, Dick Gifford and the Highway Crew. Page Pond and Clark Roads are now reopened. Bryce and Baker Roads were repaired; however, Baker Road is still in need of surface. Shew thanked his Mechanic Scott Bowie for keeping all the equipment up and running as they continue to fix multiple wash outs from the tremendous amount of rain. On a motion made by Jay Vandermark, and seconded by Alice Ray and all approved the Highway Superintendent’s Report.

Supervisor Wist opened the floor for Public Comment. Conant Smith, 33 Parker Road, asked if there were any grants to assist in restoration work for his Road after it had been washed out. Supervisor Wist stated Parker Road was on the list associated with the FEMA Project still in the Mitigation Process. Supervisor Wist stated that Highway Superintendent Shew and his Deputy, Dick Gifford had compiled and submitted all the information pertinent to FEMA for 33 Parker Road. Mr. Smith asked if FEMA was responsive at all. Supervisor Wist stated they were, however the process has many moving parts including the Engineers and DEC. Supervisor Wist stated he would mention this specific project, at the next FEMA meeting.

With Proof of Notice having been furnished, the Public Hearing on the 2025-2026 Contract for Fire and EMS Protection between The Town of Sanford, Town of Deposit and Village of Deposit was called to Order at 7:30pm by Supervisor Kenny Wist. Supervisor Wist asked if the Town Clerk had received any oral or written comments. Town Clerk Proffitt reported the Town had not. Supervisor Wist then asked for any public comments.

#48-RESOLUTION-2025 2025-2026 CONTRACT FOR FIRE PROTECTION

THIS AGREEMENT, made this 1st day of March 2025, 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 March 11, 2025, 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 May 13, 2025, 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, 2025 and expiring February 28, 2026 ...

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 March 11 2025 and Resolution adopted by the Town Board of the TOWN OF SANFORD at a meeting thereof held on May 13, 2025. 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.

A Roll Call Vote was taken as follows: Supervisor Kenny Wist: AYE; Councilman Shane Lester: AYE; Councilman Dan Andresen: AYE; Councilman Alice Ray: AYE; Councilman Jay Vandermark: AYE; NOES: None; CARRIED: Dated: May 13, 2025.

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.

The Assessor’s Report was presented to the Board. On a motion made by Shane Lester, seconded by Jay Vandermark and all approved the Assessor’s Report.

The Minutes of April 8, 2025 Regular Meeting were presented to the board. On a motion made by Dan Andresen, seconded by Alice Ray and all approved the April 8, 2025 Regular Meeting Minutes.

The Clerks report of April 2025 was presented to the Town Board. On a motion made by Jay Vandermark, seconded by Alice Ray and all approved the Clerks report for April 2025.

The Monthly Supervisor report of April 2025 was presented to the Board. On a motion made by Dan Andresen, seconded by Shane Lester and all approved the Monthly Supervisor report for April 2025.

Supervisor Wist wished to thank everyone for coming to The Ground Breaking Ceremony, for the New Highway Garage Project on May 10th, 2025.

Supervisor Wist spoke of a Budget Amendment of \$2,129.32 in ARPA Funds to be shown as Revenue. These were funds previously allocated and will be used to reimburse the Town for payroll. On a Motion made by Shane Lester and seconded by Jay Vandermark and all approved the Budget Amendment of \$2,129.32 for Revenue Reimbursement.

**#49 RESOLUTION-2025
AUTHORIZING SUPERVISOR KENNETH R WIST
TO PREPARE AND REPORT BUDGET
AMENDMENTS FOR YEAR 2025**

WHEREAS, certain Budgetary Expenditure Items will be exceeded and certain Budgetary Revenues will be exceeded for Year 2025.

NOW THEREFORE BE IT RESOLVED, that the Supervisor, Kenneth R Wist, is hereby authorized to prepare and report the necessary transfers as appended hereto.

April 30, 2025 ARPA Budget Modifications

GENERAL (A)		<u>DR</u>	<u>CR</u>
Appropriations	A960	2,129.32	
Federal Aid-ARPA	4089	2,129.32	
Appropriations	A960		2,129.32
Public Safety-Pers Serv-ARPA (1/1/2025-3/31/2025)	3010.1		2,129.32

To amend General A 2025 Budget

A Roll Call Vote was taken as follows: Supervisor Kenny Wist: AYE; Councilman Alice Ray: AYE; Councilman Shane Lester: AYE; Councilman Dan Andresen: AYE; Councilman Jay Vandermark: AYE; NOES: None; CARRIED: Dated: May 13,2025.

Supervisor Wist spoke on the Construction updates for the New Highway Garage Project. He stated the concrete footings were being poured for the Maintenance Garage. There was some minor damage from the storm runoff on the top of the embankment which is being addressed. The steel structure will be delivered the 30th of May and will go up immediately after receipt and the Foundation Crews will then move on to the Sand and Salt Building, weather permitting.

Supervisor Wist discussed with the Board, the authorization to approve Construction Change Orders that do not go beyond the contracted allowance amount. On a Motion made by Jay Vandermark and seconded by Shane Lester and all approved the authorization to approve Construction Change Orders that do not go beyond the contracted allowance amount.

#50-RESOLUTION-2025
AUTHORIZATION TO APPROVE CONSTRUCTION CHANGE ORDERS
THAT DO NOT GO BEYOND THE CONTRACTED ALLOWANCE

RESOLVED, that the Town Board of the Town of Sanford, Broome County, New York, do hereby grant authorization to Supervisor Kenneth Wist to approve Construction Change Orders that do not go beyond the contracted allowance amount.

A Roll Call Vote was taken as follows: Supervisor Kenny Wist: AYE; Councilman Alice Ray: AYE; Councilman Shane Lester: AYE; Councilman Dan Andresen: AYE; Councilman Jay Vandermark: AYE; NOES: None; CARRIED: Dated: May 13, 2025.

Supervisor Kenny Wist spoke on the meeting with Delaware Engineering regarding the Oquaga Lake Sewer project. He stated that Delaware was in the process of drafting a report which will include a Capital Project for improvements.

Bills were presented to the Board. The Motion was made by Jay Vandermark, seconded by Alice Ray 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: 5/13/25 Abstract #3– General: \$66,006.64–Voucher #227-232,236,241-270.
Highway: \$52,959.29– Voucher #233,281-298. Sewer O & M: \$4,994.30– Voucher #234,235,237-242. CAPITAL: \$670,345.40-Voucher #271-279.

Since no further business was at hand, on a motion made by Jay Vandermark seconded by Alice Ray and all approved that the meeting be adjourned at 8:05PM.

Deborah Proffitt, Town Clerk