

The Organizational Meeting of the Town Board of the Town of Stamford was held on January 8, 2025 at 6:00 P.M. at the Town of Stamford Municipal Building with the following present:

Supervisor: John Kosier
Councilperson: Daniel Deysenroth
Councilperson: David Post
Councilperson: Julie Sechrist
Councilperson: Jake Palmatier
Dep. Hwy – Kevin Rinehart

Also present: Liz Paige, Duane Martin, Ruthanne Van Buren, Jackie Lamport, Ken Goepel and Robert Schneider, Mayor of Stamford Village.

The meeting was CALLED TO ORDER at 6:00 pm and started with the Pledge of Allegiance.

Mayor Schneider came to the meeting to discuss a culvert project they have funding for to repair/replace the stone bridge on River Street. The road has parts in the Town of Stamford, Village of Stamford and Town of Harpersfield. The funding requires Rights of Way to be completed by Town of Stamford and Town of Harpersfield to do the work. Stamford Village will be responsible to complete the project and take care of the bridge going forward. The attorneys will be called for the Towns and to put together that Right of Way.

While the Mayor was here, Kevin Rinehart mentioned Rose Mattice and complaints she has made. The Mayor said the Agreement they have is not the issues, it is that she would like to be plowed first. Everyone is aware of the issue.

A MOTION was made by Daniel Deysenroth and second by David Post to agree to the Right of Way.

A MOTION was made by Daniel Deysenroth and second by David Post to approve the minutes of the previous meeting. ALL AYE votes cast, MOTION carried.

A MOTION was made by Dan Deysenroth and seconded by Julie Sechrist to approve the Supervisor's monthly report. ALL AYE votes cast, MOTION carried.

A MOTION was made by Daniel Deysenroth and seconded by Julie Sechrist to approve General bills Abstract for the end of December and for January. Abstract from December dated December 30, 2024 for A in the amount of \$1220.84 claim nos A 24191-24194 and 122024 & B in the amount of \$139.35 claim no B 2425 for a total of \$1360.19. The Abstract for January dated January 8, 2025 for A in the amount of \$19601.11 claim nos A2501-2506 and B in the amount of \$3051.53 claim nos B2426 and SL in the amount of \$73.72 claim no SL2501 for a total of \$5085.36. ALL AYE votes cast, MOTION carried.

A MOTION was made by David Post and seconded by Daniel Deysenroth to approve South Kortright Sewer District bills abstract dated January 8, 2025 in the amount of \$844.03 for claim nos SK 2470-2501. ALL AYE votes cast, MOTION carried.

There were charge backs that we had enough to cover. B- not enough to cover from the budget but it is okay for this year

A MOTION was made by David Post and second by Dan Deysenroth to approve Highway Bills Abstracts dated December 30, 2024 for DA in the amount of \$845.55 claim nos DA 2478-2482 & DB in the amount of \$11015.67 claim nos DB 2463-2462 for a total of \$11861.22. Highway Bills Abstracts dated January 8, 2025 for DA in the amount of \$1157.86 claim nos DA 2482-2484 and 2501 & DB in the amount of \$4321.95 claim nos DB 2464 for a total of \$5479.81. ALL AYE votes cast, MOTION carried.

Updates from the Highway Department are that they have been out plowing daily “nuisance” snow. A few breakdowns, nothing major. They had one incident but Kevin got help. Everyone at the shop is getting along at the shop. CAPS money was supposed to be in Dec. 18 and Jackie confirmed.

John received funding from a COVID program and they may have to refund some back if they ask for it. There was about \$14,000 left.

Board agreed to buy new copier and phone system as outlined in the quotes submitted. The copier was supposed to have been done last year but not listed in budget. The phones are being updated to a more convenient system.

Jackie Lamport will continue to train Nathan and Kim Kanarek and be the Court Clerk until Kim can be confirmed. The Board agrees.

In regards to Short Term Rentals, nothing new to report.

In regards to Headwaters, nothing new to report.

RESOLUTION NO. 1-2025 was introduced by Roderick Hillis and seconded by Brent Trimbell:

1. Give the Hwy. Superintendent authority to go to bid for whatever isn’t on State contract.
2. Approve Town Clerk’s 2024 audit and annual report
3. Approve salary resolutions as per budget
4. Approve highway worker’s wage as per Town/Teamsters Local 317 contract
5. Authorize payment of Association of Town’s dues
6. Approve mileage reimbursement rate: \$0.70
7. Approve petty cash fund for Town Clerk/Tax Coll. (\$100.)
8. Approve petty cash fund for Town Justice (\$100.)
9. Designate bank depositories for Town funds (Del. Nat. Bank of Delhi, Wayne Bank, NBT, Community Bank and The Bank of Greene County)

10. Designate official newspaper: The Mountain Eagle
11. Appoint 1st Deputy Town Clerk: Yvonne Wayman-Shaw 01/13/25-12/31/25
12. Appoint Deputy Supervisor: Daniel Deysenroth 1/1/25-12/31/25
13. Appoint Deputy Highway Superintendent: Kevin Rinehart @\$1500.yr. 1/1/25-12/31/25
14. Appoint Chairman of Assessor: Charlie Ferris 1/1/25-12/31/25
15. Appoint Chairman of Assessment Review Board: John Rice- 1/1/25-12/31/25
16. Appoint Chairman of Planning Board: William Sechrist - 1/1/25-12/31/25
17. Appoint Bookkeeper: Jackie Lamport 1/1/25-12/31/25
18. Appoint Town Historian: Kelly Chien 1/1/25-12/31/25
19. Appoint Court Clerk: Kim Kanarek 1/1/25-12/31/25
20. Appoint Building Inspector: Tomi Tompkins 1/1/25-12/31/25
21. Appoint Dog Control Officer: Ann Barr 1/1/25-12/31/25
22. Appoint Budget Committee: John Kosier, Dan Deysenroth and Jacqueline Lamport 1/1/25-12/31/25
23. Authorize all employees to attend any school pertaining to job
24. Authorize all Town Board members to attend Association of Towns Convention in NYC and all necessary expenses to be paid by Town.
25. Authorize Supervisor to invest Town funds
26. Authorize Supervisor to pay electric, phone, landfill and any other bill that has a discount for early payment.
27. Authorize Hwy. Superintendent to purchase tools etc. without prior approval up to \$2500.00 and to attend the annual Cornell Highway School in Ithaca, NY or Equivalent.
28. Adopt and publish meeting dates for the coming year: 2nd Wednesday of each month @ 6 PM
29. Approve Official Blanket Undertaking in the amount of \$50,000.00 for the positions of Supervisor, Town Clerk/Tax Collector, Justice and Hwy. Superintendent (Insurance)
30. Appoint Fair Housing Officer: John Kosier 1/1/25-12/31/25
31. Review/appoint the 607 Riders Club to be responsible for regulating ATV annual permits for town roadways
32. Appoint Registrar of Vital Statistics: Ruthanne VanBuren 1/1/25-12/31/27
33. Appoint Deputy Registrar of Vital Statistics: Yvonne Shaw 1/1/25-12/31/27
34. Appoint Health Officer for 4 yr. term (Dr. Ucci) – 1/1/25-12/31/29
35. 3 roads are due to be done this year. – must sign 4X. (Scutt Mtn., Campagna & Martin)

The foregoing RESOLUTION WAS DULY PUT TO A VOTE WHICH resulted as follows:

AYES: John Kosier, Daniel Deysenroth, David Post, Jake Palmatier and Julie Sechrist.

NAYES: None

Said RESOLUTION was thereupon declared duly adopted.

RESOLUTION NO. 2-2025 was introduced by John Kosier and seconded by Julie Sechrist:

BE IT HEREBY RESOLVED that we move into Executive Session at 6:52 pm to discuss a personnel matter.

The foregoing RESOLUTION WAS DULY PUT TO A VOTE WHICH resulted as follows:

AYES: John Kosier, Daniel Deysenroth, David Post, Julie Sechrist and Jake Palmatier

NOES: None

Said RESOLUTION was thereupon declared duly adopted.

RESOLUTION NO. 3-2025 was introduced by John Kosier and seconded by Julie Sechrist:

BE IT HEREBY RESOLVED that we move out of Executive Session at 7:23 pm with the decision made to keep payment and vacation paybacks similar to the Union Contract and not pay above that.

The foregoing RESOLUTION WAS DULY PUT TO A VOTE WHICH resulted as follows:

AYES: John Kosier, Daniel Deysenroth, David Post, Julie Sechrist and Jake Palmatier

NOES: None

Said RESOLUTION was thereupon declared duly adopted.

A MOTION was made by John Kosier and seconded by Julie Sechrist to adjourn the meeting at 7:28 pm. ALL AYE votes cast, MOTION carried.

WE, the undersigned members of the Town Board of the Town of Stamford, Delaware County, New York, do hereby certify that we have examined the minutes of the previous meeting and found them to be correct and accurate as recorded.

Supervisor_____

Councilperson_____

Councilperson_____

Councilperson_____

Councilperson_____

Attest_____

Town Clerk

Town of Stamford		Supervisor's Report				Dec-24	
		General Part-Town	Highway Townwide	Highway Part-Town	SK Light	SK Walls	Sewer Dist.
Beginning Balance:	\$ 682,607.82	\$ 69,214.77	\$ 422,172.90	\$ 89,232.55	\$ 3,676.78	\$ 2,473.24	\$ 52,973.83
REVENUES							
Interest Earned	\$ 507.02	\$ 66.59	\$ 1,010.69	\$ 96.59			\$ 59.73
Town Clerk Fees	\$ 106.15						
Dog Fees	\$ 75.00						
November Court Fines	\$ 1,658.00						
State Aid Mtg Tax	\$ 14,276.36						
Permits	\$ 445.00						
CHIPS				\$ 225,923.20			
NYC Sewer							\$ 27,500.46
Total Income	\$ 17,067.53	\$ 66.59	\$ 1,010.69	\$ 226,019.79	\$ -	\$ -	\$ 27,560.19
EXPENDITURES							
Abstracts	\$ 4,516.37	\$ 3,390.88	\$ 17,077.76	\$ 15,866.56	\$ 72.46	\$ -	\$ 46,603.99
Health Insurance	\$ 3,885.54	\$ -	\$ 5,528.31	\$ -	\$ -	\$ -	\$ -
Payroll & Fringe	\$ 17,342.31	\$ 913.41	\$ 16,939.75	\$ -	\$ -	\$ -	\$ -
Total Expenses	\$ 25,369.22	\$ 4,304.29	\$ 38,700.27	\$ 15,866.56	\$ 72.46	\$ -	\$ 46,603.99
ENDING BALANCE	\$ 674,306.13	\$ 64,977.07	\$ 384,483.32	\$ 299,385.78	\$ 3,604.32	\$ 2,473.24	\$ 33,930.03

AGREEMENT

THIS AGREEMENT, made the 13 day of November, 2024, by and between the Town of Stamford, a municipal corporation with its principal place of business at 101 Maple Ave. Hobart N.Y. (hereinafter "Municipality"), and Headwaters Emergency Medical Services, Inc., a not for profit corporation with an emergency medical service capable of transporting patients to hospitals, existing under the laws of the State of New York, New York, situated in Delaware County, New York (hereinafter "Corporation").

WITNESSETH

WHEREAS, Municipality desires to arrange for Corporation transporting ambulance services for persons situated within the borders of the Municipality;

WHEREAS, Corporation desires to provide ambulance services to its residents and persons situated within the Municipality;

WHEREAS, in order to defray the cost of ambulance services and in order to provide the Municipality's residents with the services it desires, it is necessary to impose user fees upon patients; and

WHEREAS, such emergency services are vital and necessary to the health and welfare of the inhabitants of the Municipality;

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties hereto mutually agree as follows:

1. PROVISION OF EMERGENCY MEDICAL SERVICES

A. Corporation will provide the Municipality with basic and advanced life support emergency medical services, which complies with the regulations of the New York State Department of Health, Bureau of Emergency Medical Services to serve the emergency medical needs of those persons within the boundaries of the Municipality. Services to be provided include Basic Life Support transport and treatment and Advanced Life Support transport and treatment.

B. Coverage shall be provided on a seven day per week, twenty-four hour basis. The provision of equipment, services and transportation are limited to the extent reasonable and possible based upon Corporation's available resources. It is understood that three towns share the use of one ambulance service and that responses to emergency dispatches will be limited based upon availability of the ambulance.

2. TERM

The term of this Agreement shall be for a period one year beginning January 1, 2025 and ending December 31, 2025.

3. COMPENSATION AND REPORTING

A.

The TOWN OF Stamford agrees to pay to HEADWATERS the total sum of **One Hundred Thousand (\$100,000.00) Dollars**, as payment for ambulance service to be provided for the TOWN OF STAMFORD by April 1, 2025. HEADWATERS agrees to accept the sum of **One Hundred Thousand (\$100,000.00) Dollars** paid individually and severally by the TOWN OF KORTRIGHT as payment for the ambulance services to be provided

B.

The Corporation has established a schedule of user fees to be imposed upon persons served by the Corporation. Corporation shall bill and collect the funds. Corporation shall provide an accounting of the funds received from persons served in the boundaries of the contracted area approximately each month

C.

Corporation may choose its own billing service. Corporation shall arrange for the Municipality to receive monthly reports of the billing income received, including but not limited to: amount billed, amount received, amount outstanding, and the Municipality in which the patient was received.

D.

Corporation and the Municipality each shall maintain a Charitable Care Policy and shall make determinations of payment obligations consistent with such policy.

4. AVAILABILITY OF SERVICE

Municipality recognizes that in some or all cases, only basic life support may be available or apparently necessary based upon the information available. Municipality also recognizes that on some occasions no ambulance may be available due to Corporation's lack of vehicles to respond to all emergencies for which it contracts to provide services, both within and without the Municipality's boundaries.

5. INSURANCE

Corporation agrees to maintain liability insurance sufficient to insure itself against claims for unintentional torts resulting in personal injuries in the amount of Three Million Dollars (\$3,000,000.00). Corporation agrees to maintain automobile insurance for injuries arising out of the operation of emergency vehicles for at least One Million Dollars (\$1,000,000.00) with Three Million (\$3,000,000.00) dollars in the aggregate, and property damage of no less than One Million (\$1,000,000) Dollars. Corporation shall have the Municipality named as an additional insured in the insurance policy and present the Municipality with a certificate of insurance and make arrangements for automatic notification of the Municipality in the case the insurance policy lapses or is cancelled, with no less than thirty days' notice.

Corporation shall be responsible for providing workers compensation benefits, as required by such laws and for all other obligations to Corporation's employees and contractors.

Corporation shall defend, indemnify and hold Municipality harmless, as well as their elected officials and employees, from any claims, costs, losses, damages or injuries to persons or property of whatsoever kind or nature arising out of the performance or failure of performance by the Corporation, its agents, employees, or contractors of any of its duties, obligations, or operations arising under this Agreement.

6. NO EMPLOYMENT

Corporation's employees shall not be deemed employees of the Municipality. Nothing herein creates an employment relationship which subjects the Corporation or its employees/volunteers to the supervision and control of the Municipality or is intended to create any municipal liability for such supervision on behalf of the Municipality.

7. CONFIDENTIALITY

Nothing herein shall entitle the Municipality to the name, address or social security number of any patient served. Municipality will not require Corporation to release any patient's medical information.

8. CONTINUATION OF SERVICES

If Corporation's services continue to be provided by the request of the Municipality beyond the expiration of the term hereof, the terms of this Agreement shall continue on a monthly basis unless and until the parties enter into a subsequent written agreement.

9. EXPIRATION OR TERMINATION OF RESPONSIBILITIES

Upon expiration or termination of the Agreement as provided hereunder, Corporation shall have no liability or responsibility for providing services under this Agreement to any person within the Municipality's boundaries. In the event either party desires to cancel this Agreement or cease providing or receiving Corporation services, the terminating party must provide written notice thereof to the other party at least ninety (90) days prior to the expiration of any term of the Agreement.

10. GROUND FOR TERMINATION

This Agreement shall terminate prior to the expiration of the term hereof upon the happening of any of the following events:

- A. upon the Municipality's failure to deliver the monies due Corporation under this

Agreement by the date due, so long as Corporation provides thirty (30) days written notice to the Municipality of the date it will stop providing services;

- B. upon the loss or suspension of Corporation's ability to deliver emergency medical services due to the loss of a certificate of need or the loss of operating permits or licenses. In such instance, Corporation shall reimburse Municipality for the prorated balance of the fee paid for the then term.

11. NOTICES

All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing, and shall be deemed duly given if delivered by hand or mailed by registered or certified mail, return receipt requested, to the parties at their respective addresses hereinabove stated or to such other addresses as may be designated by written notice complying as to delivery with the terms of this Section.

12. SAVINGS CLAUSE

If any provision of this Agreement is determined to be legally invalid, inoperative or unenforceable, only that particular provision shall be affected, such determination shall have no effect whatsoever on any other provision of this Agreement, and all other provisions shall remain in full force and effect.

13. WAIVER

No delay or failure to exercise any remedy or right occurring upon any default shall be construed as a waiver of such remedy or right, or an acquiescence in such default, nor shall; it affect any subsequent default of the same or a different nature. All rights and remedies herein conferred shall be in addition to and not exclusive of any and all other rights or remedies now or hereafter existing at law or in equity.

14. HEADINGS

All headings and captions in this Agreement are for convenience only. They shall not be deemed part of this Agreement and shall in no way define, limit, extend or describe the scope or intent of any provisions hereof.

15. FURTHER ASSURANCES

The parties shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes set forth in this Agreement.

Corporation represents and warrants that it has not offered or given any gratuity to any official,

employee or agent of the Municipality or of any political party, with the purpose or intent of securing an agreement or security favorable treatment with respect to the awarding or amending of an agreement or the making of any determination with respect to the performance of an agreement.

Corporation agrees to comply with Title VII of the Civil Rights Act of 1964 (as amended), and to the extent that disabilities and age are not a bar to serving in the emergency medical services industry and with Corporation, then to the American with Disabilities Act and the Age Discrimination Employment Act, all amendments thereto and all requirements imposed by or pursuant to those laws to the end that no person shall be, on the grounds of sex, race, religion, color, marital status or national origin, excluded from participation in or be denied the benefits of, or otherwise subjected to discrimination either in seeking service by or employment with Corporation. Corporation is non-sectarian and all personnel will be hired on the basis of their skills, abilities and qualifications for the various positions. No person will be discriminated against because of their sex, race, religion, color, marital status or national origin.

Corporation agrees to comply with the provisions of Sections 290-299 of the NYS Executive Law and Civil Rights Law, except as permissible for requiring individuals to comply with physical and mental ability requirements for the positions which they may seek.

In the event of legal action or a claim brought by the Municipality to enforce this Agreement, or to collect any amount due under this Agreement, or because of a breach in the performance of any term, condition, covenant and/or obligation of this Agreement on the part of Corporation to be kept or performed, and such breach/default is established, Corporation shall pay the Municipality all expenses it has incurred, including but not limited to attorney fees, costs and disbursements. Conversely, the same provision shall apply from the Municipality to the Corporation, should Municipality be in breach.

Notwithstanding any provision to the contrary, prior to initiating any claim for damages, the non-breaching party shall be required to provide the breaching party with thirty days' notice of such alleged breach, and such party upon receiving notice shall have thirty days to cure such breach prior to the Municipality being able to take any action.

16. BINDING EFFECT

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executor, administrators, successors and assigns.

17. COUNTERPARTS

This Agreement may be executed in counterparts and each such counterpart, when taken together, shall constitute a single and binding Agreement.

18. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. The County of Delaware in the State of New York is hereby designated as the place of trial for any action or proceeding arising from or in any way connected to this Agreement.

19. NO ASSIGNMENT

This Agreement shall not be assigned by any party without the prior written consent of the other party.

20. GENDER NEUTRAL

Wherever used herein and required by the context, the singular number shall include the plural, the plural shall include the singular number, and the use of either gender shall include both genders and the words "hereof" and "herein" and "hereafter" shall refer to the entire Agreement and not to any provision or section.

21. ENTIRE AGREEMENT

This Agreement is the entire agreement among the parties and shall not be changed, except by a writing signed by the party to be charged. Further, this Agreement shall supersede all prior agreements between the parties.

IN WITNESS WHEREOF, the parties hereto have set their respective hands and seals as of the day and year first above written.

Headwaters Emergency Medical Services, Inc.

BY: _____

Town of Stamford

BY: Jake S. Kosi, Supervisor

**SCHEDULE A
SCHEDULE OF FEES**

SERVICE	RATE
BLS	\$1600.00
ALS-1	\$2000.00
ALS-2	\$2300.00
NO TRANSPORT/REFUSAL/TREAT & RELEASE	\$300.00
MILEAGE (Loaded only)	\$38.00/mile

Included in such approved fees are the amounts established by government programs including but not limited to Medicare and Medicaid.