

The regular meeting of the Town Board of the Town of Stamford was held on June 10, 2020 at 7:00 P.M. at the Town of Stamford Municipal Building with the following present:

Supervisor-John Kosier
Councilperson-Roderick Hillis
Councilperson-Brent Trimbell
Councilperson- Daniel Deysenroth
Councilperson-David Post
Hwy. Supt. Jonathan Ballard

Also present: Jackie Lamport, Tomi Tompkins, Kelly Chien, John and Rose Lamport

A MOTION was made by Daniel Deysenroth and seconded by Roderick Hillis to approve the minutes of the previous meeting. ALL AYE votes cast, MOTION carried.

A MOTION was made by Daniel Deysenroth and seconded by Roderick Hillis to approve the Supervisor's monthly report. ALL AYE votes cast, MOTION carried.

A MOTION was made by Daniel Deysenroth and seconded by Roderick Hillis to approve Highway bills abstract no. 6, dated June 10, 2020, claim nos. 58 – 65 & 67 – 69 in the amount of \$126,341.28. ALL AYE votes cast, MOTION carried.

A MOTION was made by Daniel Deysenroth and seconded by Roderick Hillis to approve South Kortright Sewer District bills abstract no. 6, dated June 10, 2020, claim nos. 44 – 49 & 52 – 53 & 56 – 58 in the amount of \$9,162.42. ALL AYE votes cast, MOTION carried.

A MOTION was made by Roderick Hillis and seconded by David Post to approve General bills abstract no. 6, dated June 10, 2020, claim nos. 76 – 92 in the amount of \$25,128.64. ALL AYE votes cast, MOTION carried

Supv. Kosier informed the board of correspondence received from the Robinson Broadhurst Foundation awarding the town a grant in the amount of \$100,000. toward the cost of the 2015 John Deere 544K Loader. Other grant funds may be available due to the Corona Virus. Supv. Kosier will contact the foundation to get information on additional grants.

Hwy. Supt. Jonathan Ballard informed the board that: ditches are being cleaned from Town Brook Rd. to Clove Rd., Decker Rd. is ready to be chip sealed and the 2012 Western Star has been at Tracy Road Equipment for 3 weeks waiting for parts to repair diesel exhaust pipe issues.

A MOTION was made by John Kosier and seconded by Daniel Deysenroth to approve Randy Roe to install a LED light and receptacle for the South Kortright Sewer District in the amount of \$500. ALL AYE votes cast, MOTION carried.

Kelly Chien was present to request permission from the board to hold movie nights outside on the town office property until the Hobart Community Center reopens due to the Corona virus closure.

A MOTION was made by Daniel Deysenroth and seconded by John Kosier to approve Kelly Chien to hold movie nights outside on the town office property beginning this weekend due to the temporary closure of the Hobart Community Center due to the Corona virus. ALL AYE votes cast, MOTION carried.

John and Rose Lamport were present for a Site Plan Review Application 1-2020 for the rehabilitation of a former dairy barn into a commercial farm store. There was a discussion on whether engineered plans were required.

RESOLUTION NO. 7-2020 was introduced by Daniel Deysenroth and seconded by David Post:

BE IT HEREBY RESOLVED that we approve the following:

TITLE: SITE PLAN REVIEW FOR *LAMPORT HEMP FARM STORE*

WHEREAS, Rose and John Lamport submitted an Application for Site Plan Review for construction of the *Lamport Hemp Farm Store*.

WHEREAS, Article C Section 3 of Local Law 1-1996 states that “All site plans shall be prepared by a registered architect, licensed land surveyor or professional engineer duly licensed by the State of New York, unless this requirement is waived by the Board because of the simplicity of the proposal.”

WHEREAS, the Site Plan submitted for the *Lamport Hemp Farm Store* was not prepared by a registered architect, licensed land surveyor or professional engineer.

NOW, THEREFORE BE IT RESOLVED, that the Board moves to waive the requirements of Article C Section 3 of Local Law 1-1996 due to the simplicity of the proposal presented for the *Lamport Hemp Farm Store*, and the Board approves the Application for Site Plan Review with the stipulation that proof of Liability Insurance is provided prior to the Store opening for business.

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

AYES: John Kosier-Roderick Hillis-Daniel-Deysenroth
David Post-Brent Trimbell

NOES: None

Said RESOLUTION was thereupon declared duly adopted.

Town of Stamford	Supervisor's Report					Mar-20	
	General Townwide	General Part-Town	Highway Townwide	Highway Part-Town	SK Light	SK Walls	Sewer Dist.
Beginning Balance:	\$ 378,870.07	\$ 64,371.21	\$ 301,711.26	\$ 347,730.36	\$ 2,260.30	\$ 2,437.24	\$ 61,458.04
REVENUES							
County Road Fund			\$ 11,511.01				
Dog Fees	\$ 46.50						
Interest Earned	\$ 751.05	\$ 50.00	\$ 40.00	\$ 75.03			\$ 49.77
Justice Court (Net)	\$ 1,888.00						
Permits		\$ 780.00					
Charter Communications	\$ 479.38						
Sold 2005 Blizzard Snow Plow			\$ 2,000.00				
MMDA Int.		\$ 55.22					
Registrar		\$ 60.00					
Tax Penalties	\$ 993.37						
EXPENDITURES							
Abstracts	\$ 2,998.28	\$ 2,161.88	\$ 6,001.82	\$ 8,231.31			\$ 3,434.35
Health Insurance	\$ 1,896.75		\$ 6,383.40				
Payroll & Fringe	\$ 14,364.37	\$ 842.72	\$ 15,471.54	\$ 280.96			
Registrar		\$ 60.00					
ENDING BALANCE	\$ 363,768.97	\$ 62,251.83	\$ 287,005.51	\$ 339,293.12	\$ 2,260.30	\$ 2,437.24	\$ 58,073.46

Town of Stamford	Supervisor's Report						Apr-20
	General Townwide	General Part-Town	Highway Townwide	Highway Part-Town	SK Light	SK Walls	Sewer Dist.
Beginning Balance:	\$ 363,768.97	\$ 62,251.83	\$ 287,005.51	\$ 339,293.12	\$ 2,260.30	\$ 2,437.24	\$ 58,073.46
REVENUES							
County Road Fund			\$ 2,200.73				
Dog Fees	\$ 33.00						\$ 34.00
Interest Earned	\$ 546.56	\$ 35.00	\$ 30.00	\$ 41.96			
Justice Court (Net)	\$ -						
Permits		\$ 50.00					
MMDA Int.		\$ 23.02					
Tax Penalties	\$ 1,222.31						
EXPENDITURES							
Abstracts	\$ 3,634.25	\$ 2,102.87	\$ 6,153.13	\$ 14,599.41	\$ 121.68		\$ 8,669.83
Health Insurance	\$ 1,670.85		\$ 6,383.40				
Payroll & Fringe	\$ 14,064.37	\$ 842.72	\$ 14,732.02	\$ 749.93			
ENDING BALANCE	\$ 346,201.37	\$ 59,414.26	\$ 261,967.69	\$ 323,985.74	\$ 2,138.62	\$ 2,437.24	\$ 49,437.63

Town of Stamford	Supervisor's Report					May-20	
	General Townwide	General Part-Town	Highway Townwide	Highway Part-Town	SK Light	SK Walls	Sewer Dist.
Beginning Balance:	\$ 346,201.37	\$ 59,414.26	\$ 261,967.69	\$ 323,985.74	\$ 2,138.62	\$ 2,437.24	\$ 49,437.63
REVENUES							
Town Clerk Fees	\$ 8.94						
Dog Fees	\$ 49.50						
Interest Earned	\$ 427.31	\$ 45.00	\$ 15.00	\$ 61.01			\$ 26.66
Justice Court (Net)	\$ -	\$ 125.00					
Permits							
Delhi Telephone	\$ 509.49						
NYS Dept. of Law	\$ 15.78						
EXPENDITURES							
Abstracts	\$ 7,963.36	\$ 2,161.88	\$ 14,621.28	\$ 51,740.29	\$ 113.23		\$ 3,331.50
Health Insurance	\$ 1,670.85		\$ 6,383.40				
Payroll & Fringe	\$ 17,406.78	\$ 1,148.70	\$ 6,115.66	\$ 46,000.91			
ENDING BALANCE	\$ 320,171.40	\$ 56,273.68	\$ 234,862.35	\$ 267,705.55	\$ 2,025.39	\$ 2,437.24	\$ 46,132.79

RESOLUTION NO. 8-2020 was introduced by Roderick Hillis and seconded by Brent Trimbell:

BE IT HEREBY RESOLVED that we approve the following:

DIRECT COVID-19 RELATED FEDERAL AID TO ALL MUNICIPALITIES

WHEREAS, the federal government recently enacted the Coronavirus Aid, Relief, and Economic Security (CARES) Act to address the economic fallout from the coronavirus pandemic in the United States; and

WHEREAS, Section 601 of the CARES Act (P.L. 116-136) provides a \$150 billion fund for states, tribal governments, and units of local government with a population in excess of 500,000 people, and

WHEREAS, less than one-half of 1 percent of municipalities in the entire United States meet this population threshold and are thus ineligible to receive direct funding from the federal government; and

WHEREAS, of the 933 towns in New York, 931 are not eligible for direct federal funding under the CARES Act, including the County; and

WHEREAS, towns provide essential services to the 9 million New Yorkers town residents, including, but not limited to, ambulance, police and fire protection services, building and code enforcement, and highway maintenance, and have continued to do so throughout the ongoing health crisis; and

WHEREAS, the coronavirus pandemic has created significant financial stress for local governments in New York as an estimated \$2 billion in sales tax revenue has been lost, as well as other sources of revenue such as permit fees, justice court fines, and mortgage recording tax; and

WHEREAS, the depletion of different revenue sources for local governments, combined with lack of funding, will result in reducing essential services or shifting the cost onto real property taxpayers, many of who are experiencing their own financial stress.

NOW, THEREFORE BE IT RESOLVED, that the County call upon United States Congressional Representatives Antonio Delgado, Senator Charles Schumer, and Senator Kirsten Gillibrand, to support funding related to the coronavirus pandemic that is directly delivered to all municipalities, regardless of population size.

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

AYES: John Kosier-Roderick Hillis-Daniel-Deysenroth
David Post-Brent Trimbell

NOES: None

Said RESOLUTION was thereupon declared duly adopted.

Justice Jackie Lamport gave the board an update on the court reopening in the near future due to the Corona virus. NYS will reimburse the town for all justice PPE supplies, plexi-glass at the judge's bench, thermometers etc. There is a possibility of mandatory temperature checks for court attendees and more information is forthcoming. Discussed was who might take the temperatures if the court clerk is unavailable.

RESOLUTION NO. 9-2020 was introduced by David Post and seconded by Daniel Deysenroth:

BE IT HEREBY RESOLVED that we approve the following:

**RESOLUTION AUTHORIZING CHIEF EXECUTIVE OFFICER TO SIGN A
CONTRACT FOR SHARED HIGHWAY SERVICES ON BEHALF OF THE
TOWN OF STAMFORD**

At the regular meeting of the Town Board of the Town of Stamford duly held at the Stamford Municipal Building 101 Maple Ave. Hobart, NY in such town of the 10th day of June, 2020. Upon the calling of the roll of the Clerk the following members were:

Present: Supv. John Kosier, Councilpersons Daniel Deysenroth, Roderick Hillis, David Post and Brent Trimbell

Absent: None

The following resolution was offered for adoption by David Post, which resolution was seconded by Daniel Deysenroth.

Resolution authorizing the Town Supervisor to sign a contract on behalf of the Town of Stamford to permit the highway department head to share services with the highway department head in other municipalities who possess similar authorization for the borrowing or lending of materials and supplies and the exchanging, leasing, renting or maintaining of machinery and equipment, including the operators thereof, for the purpose of aiding the highway department head in the performance of his duties.

Whereas, all municipalities, including the Town of Stamford have the power and authority to contract for the purpose of renting, leasing, exchanging, borrowing or maintaining of machinery and equipment, with or without operators, with other municipalities, and;

Whereas, all municipalities, including the Town of Stamford, have the power and authority to borrow or lend materials and supplies to other municipalities; and

Whereas, it is hereby determined that the Town of Stamford and other municipalities have machinery and equipment which is not used during certain periods, and;

Whereas, it is determined that the Town of Stamford and other municipalities often have materials and supplies on hand which are not immediately needed, and;

Whereas, it is hereby determined that by renting, borrowing, exchanging, leasing or maintaining highway machinery and equipment and the borrowing or lending of materials and supplies, the Town of Stamford and other municipalities may avoid the necessity of purchasing certain needed highway machinery and equipment and the purchasing of or storing a large inventory of certain extra materials and supplies, thereby saving the taxpayers money, and;

Whereas, it is recognized and determined, from a practical working arrangement, that no program of borrowing, exchanging, leasing, renting or maintaining of highway machinery and equipment or borrowing or lending of materials can be successful if each individual arrangement or agreement has to receive prior approval by the Board of the Town of Stamford and the governing board of each of the other municipalities which may be parties to such agreements, since such agreements must often be made on short notice and at times when governing boards are not in session, and;

Whereas, it is incumbent upon each municipality to design a simple method whereby materials and supplies, equipment and machinery, including the operators thereof, may be obtained or maintained with a minimum of paperwork and inconvenience and with a swift approval process, and;

Whereas, it is the intent of the Town of Stamford to give the Highway Superintendent the authority to enter into renting, exchanging, borrowing, lending or maintaining arrangements with the persons serving in similar capacities in other municipalities without the necessity of obtaining approval of the Board of the Town of Stamford prior to the making of each individual arrangements, and;

Whereas, a standard contract has been prepared which is expected to be adopted and placed into effect in other municipalities, and will grant the person holding the position comparable to that of the Highway Superintendent, authority to make similar arrangements, and;

Whereas, it is hereby determined that it will be in the best interest of the Town of Stamford to be a party to such shared services arrangements;

NOW THEREFORE BE IT RESOLVED that the Town Supervisor is hereby authorized to sign on behalf of the Town of Stamford, the following contract:

1. For purposes of this contract, the following terms shall be defined as follows:

a. "Municipality" shall mean any city, county, town village which has agreed to be bound by a contract for shared services or equipment similar in terms and effect with the contract set forth herein, and has filed a copy of said contract with the clerk of the undersigned city/county/town or village.

b. "Contract" shall mean the text of this agreement which is similar in terms and effect with comparable agreements, notwithstanding that each such contract is signed only by the chief executive officer of each participating municipality filing the same, and upon such filing each filing municipality accepts the terms of the contract to the same degree and effect as if each chief executive officer had signed each individual contract.

c. "Shared Service" shall mean any service provided by one municipality for another municipality that is consistent with the purposes and intent of this contract and shall include but not be limited to:

- i. the renting, exchanging or lending of highway machinery, tools and equipment, with or without operators;
- ii. the borrowing or lending of supplies between municipalities on a temporary basis conditioned upon the replacement of such supplies or conditioned upon the obtaining of equal value through the provision of a service by the borrower or by the lending of equipment by the borrower, the value of which is equal to the borrowed supplies;
- iii. the providing of a specific service for another municipality, conditioned on such other municipality providing a similar service, or a service of equal value, in exchange.
- iv. The maintenance of machinery or equipment by a municipality for other municipalities.

d. "Superintendent" shall mean, in the case of a city, the head of the department of public works; in the case of a county, the county superintendent of highways, or the person having the power and authority to perform the duties generally performed by the county superintendents of highways; in the case of a town, the town superintendent of highways; in the case of a village, the superintendent of public works.

2. The undersigned municipality has caused this agreement to be executed and to bind itself to the terms of this contract and it will consider this contract to be applicable to any municipality which has approved a similar contract and filed such contract with the clerk of the undersigned municipality.
3. The undersigned municipality by this agreement grants unto the superintendent, the authority to enter into any shared service arrangements with any other municipalities or other municipalities subject to the following terms and conditions:
 - a. The Town of Stamford agrees to rent or exchange or borrow from any municipality any and all materials, machinery and equipment, with or without operators, which it may need for the purposes of the Town of Stamford. The determination as to whether such machinery, with or without operators, is needed by the Town of Stamford, shall be made by the superintendent. The value of the materials or supplies borrowed from another municipality under this agreement may be returned in the form of similar types and amounts of materials or supplies, or by the supply of equipment or the giving of services of equal value, to be determined by mutual agreement of the respective superintendents.
 - b. The Town of Stamford agrees to rent, exchange or lend to any municipality any and all materials, machinery and equipment, with or without operators, which such municipality may need for its purposes. The determination as to whether such machinery or material is available for renting, exchanging or lending shall be made by the superintendent. In the event the superintendent determines that it will be in the best interest of the Town of Stamford to lend to another municipality, the superintendent is hereby authorized to lend to another municipality. The value of supplies or materials loaned to another municipality may be returned to the Town of Stamford, by the borrowing municipality in the form of similar types and amounts of materials or supplies, or by the use of equipment or receipt of services of equal value, to be determined by the respective superintendents.
 - c. The Town of Stamford agrees to repair or maintain machinery or equipment for any city/county/town/village under terms that may be agreed upon by the superintendent, upon such terms as may be determined by the superintendent.
 - d. An operator of equipment rented or loaned to another municipality, when operating such equipment for the borrowing municipality, shall be subject to the direction and control of the superintendent of the borrowing municipality in relation to the manner in which the work is

to be completed. However, the method by which the machine is to operated shall be determined by the operator.

- e. When receiving the services of an operator with a machine or equipment, the receiving superintendent shall make no request of any operator which would be inconsistent with any labor agreement that exists for the benefit of the operator in the municipality by which the operator is employed.
 - f. The lending municipality shall be liable for any negligent acts resulting from the operation of its machinery or equipment by its own operator. In the event damages are caused as a result of directions given to perform work, then the lending municipality shall be held harmless by the borrowing municipality.
 - g. Each municipality shall remain fully responsible for its own employees, including salary, benefits and workers compensation.
4. The renting, borrowing or leasing, repairing or maintaining of any particular piece of machinery or equipment, or the exchanging or borrowing of materials or supplies, or the providing of a specific service shall be evidenced by the signing of a memorandum by the superintendent. Such memorandum may be delivered to the other party via mail, personal delivery, facsimile machine, or any other method of transmission agreed upon. In the event there is no written acceptance of the memorandum, the receipt of the materials or supplies or the acceptance of a service shall be evidence of the acceptance of the offer to rent, exchange or lend.
 5. In the event any shared services arrangement is made without a memorandum at the time of receipt of the shared service, the superintendent receiving the shared service shall within five days thereof, send to the provider a memorandum identifying the type, time and date of the acceptance of the repair or maintenance shared service. In the event such shared service related to or included any materials or supplies, such memorandum shall identify such materials or supplies and time and place of delivery.
 6. In the event a municipality wishes to rent machinery or equipment from another municipality or in the event a municipality wishes to determine the value of such renting for the purposes of exchanging shared services or a comparable value, it is agreed that the value of the shared service shall be set forth in the memorandum.
 7. All machinery and the operator, for purposes of workers compensation, liability and any other relationship with third parties, except as provided in

paragraph e of section three of this agreement, shall be considered the machinery of, and the employee of, the municipality owning the machinery and equipment.

8. In the event machinery or equipment being operated by an employee or the owning municipality is damaged or otherwise in need of repair while working for another municipality, the municipality owning the machinery or equipment shall be responsible to make or pay for such repairs. In the event machinery or equipment is operated by an employee of the borrowing, receiving or renting municipality, such municipality shall be responsible for such repairs.
9. Records shall be maintained by each municipality setting forth all machinery rentals, exchanges, borrowings, repair or maintenance and other shared services. Such records will be available for inspection by any municipality which has shared services with such municipality.
10. In the event a dispute arises relating to any repair, maintenance or shared service, and in the event such dispute cannot be resolved between the parties, such dispute shall be subject to mediation.
11. Any party to this contract may revoke such contract by filing a notice of such revocation. Upon the revocation of such contract, any outstanding obligations shall be settled within thirty days of such revocation unless the parties with whom an obligation is due agree in writing to extend such date of settlement.
12. Any action taken by the superintendent pursuant to the provisions of this contract shall be consistent with the duties of such official and expenditures incurred shall not exceed the amounts set forth in the Town budget for highway purposes.
13. The record of all transactions that have taken place as a result of the Town of Stamford participation in the services afforded by this contract shall be kept by the superintendent and a statement thereof, in a manner satisfactory to the Town board, shall be submitted to the Town Board semiannually on or before the first day of June and on or before the first day of December of each year following the filing of the contract, unless the Town board requests the submission of records at different times and dates.
14. If any provision of this contract is deemed to be invalid or inoperative for any reason, that part shall be deemed modified to the extent necessary to make it valid and operative, or if it cannot be so modified, the severed, and the

remainder of the contract shall continue in full force and effect as if the contract had been signed with the invalid portion so modified or eliminated.

15. This contract shall be reviewed each year by the Town of Stamford and shall expire five years from the date of its signing by the chief executive officer. The Town of Stamford board may extend or renew this contract at the termination thereof for another five year period.

16. Copies of this contract shall be sent to the clerk and the Superintendent of each municipality with which the superintendent anticipates engaging in shared services. No shared services shall be conducted by the superintendent except with the Superintendent of a municipality that has completed a shared services contract and has sent a copy thereof to the clerk of his municipality and the superintendent.

IN WITNESS THEREOF, the Town of Stamford has by order of the town board, caused these presents to be subscribed by the Chief Executive Officer, and the seal of the Town to be affixed and attested by the Clerk thereof, this 11th day of June, 2020.

Town of Stamford

By: _____
John Kosier, Town Supervisor

Attest: _____
Diane S. Grant, Town Clerk

The Town Clerk is authorized and directed to file a copy of the contract set forth in this resolution with the chief executive officer of the following municipalities:

- | | | |
|---------------------|--------------------|----------------------|
| Town of Roxbury | Town of Kortright | Town of Harpersfield |
| Village of Stamford | Village of Hobart | County of Delaware |
| Town of Bovina | Town of Middletown | |

This resolution shall take effect immediately.

The vote having been taken upon such resolution the result was as follows:

Board Member	Yes	No
Daniel Deysenroth	X	
Roderick Hillis	X	

David Post X
Brent Trimbell X

Town Supervisor

John Kosier X

There being a majority of the Town Board voting to approve the resolution, the resolution was declared by the Town Supervisor to have been adopted.

I, Clerk of the Town of Stamford hereby certify that the above is a correct text of the resolution adopted by the Town Board of the Town of Stamford on the 10th day of June, 2020 and that the above is the complete and whole text of such resolution.

(Seal)

Town Clerk

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

AYES: John Kosier-Roderick Hillis-Daniel-Deysenroth

David Post-Brent Trimbell

NOES: None

Said RESOLUTION was thereupon declared duly adopted.

A MOTION was made by John Kosier and seconded by Roderick Hillis to adjourn this meeting at 8:14 P.M. The next regular meeting will be held on July 8, 2020 at 7:00 P.M. at the Town Municipal Building, 101 Maple Ave., Hobart, New York.

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