

The regular meeting of the Town Board of the Town of Stamford was held on Sept. 13, 2023 at 6:00 P.M. at the Town of Stamford Municipal Building with the following present:

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

Also present: Jackie Lamport, Liz Page, Mike Cairns, Kevin Rinehart, Ken Gopel, Duane Martin and Tom DeGuiseppe

The board meeting began with the Pledge of Allegiance.

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

Mike Cairns, Chief Operator for the South Kortright Sewer District presented the board the Draft Proposed 2024 South Kortright Sewer and gave an overview and answered questions.

Narrative Overview

Draft Proposed 2024 Budget

South Kortright Sewer District

Town of Stamford

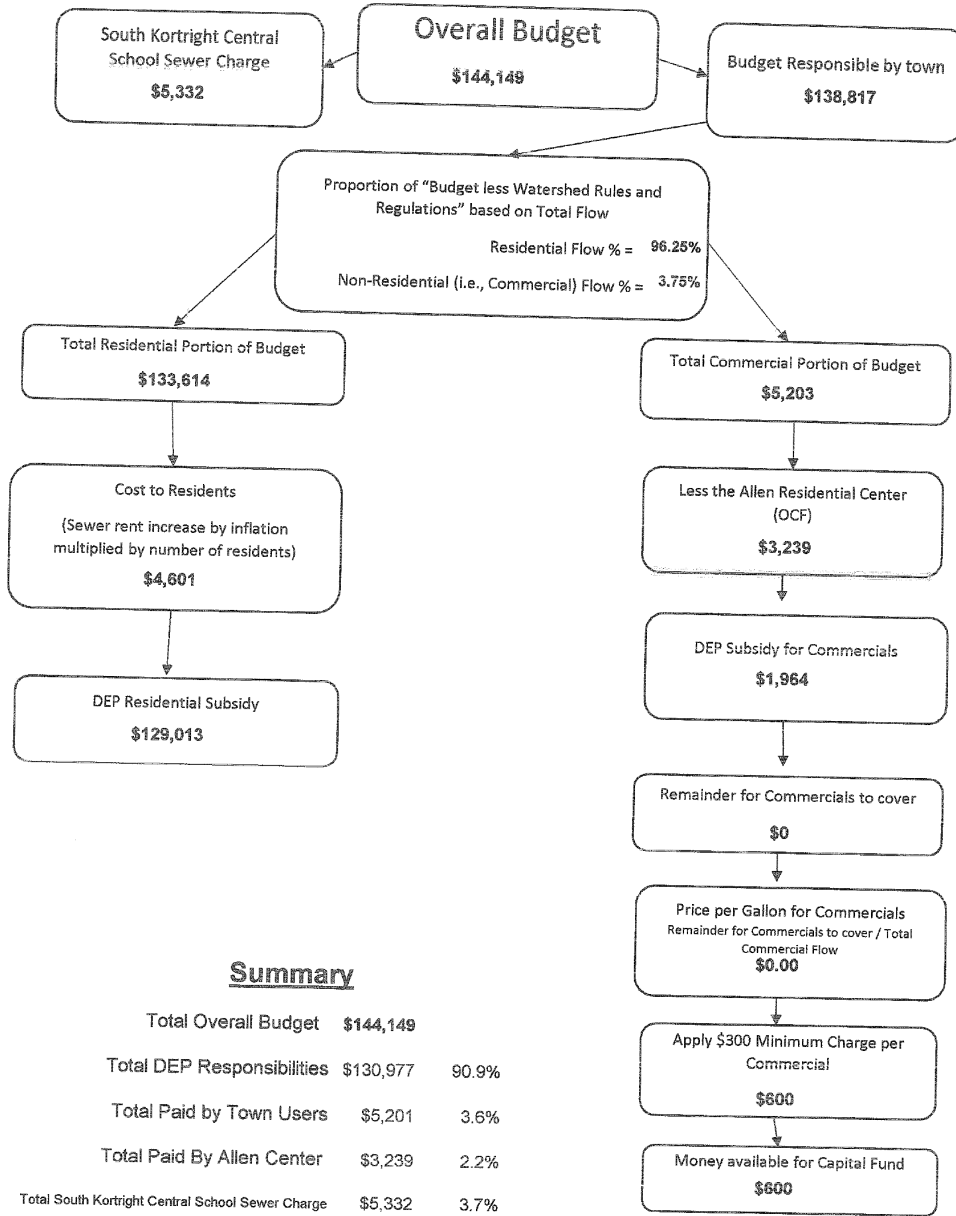
LVDV Operations, Inc. has reviewed YTD expenditure reports for the Town of Stamford, South Kortright Sewer District and the Allen Center Pump Station provided by Supervisor, John Kosier, and has reviewed the operational needs for next year. Attached please find a proposed O&M Budget for 2024. We have made the following adjustments to the budget resulting in a net increase of \$38,850 (36.9%), due primarily to the need to replace the sewer grinder, noted as follows:

- 1) Personnel/O&M Operator- increased by \$1,805 (4.6%) to \$41,024. The 2024 basic operator and professional engineering oversight fee per contract is \$38,565, a 4.6% increase over last year's contracted price per contract. (Note: per contract, 4.6% comes from the NYCDEP calculation for the increase in the Household Cap). In addition, there is a budget of \$2,459 (30 hours per year) for additional services.
- 2) Administration/insurance- increased by \$200 based on 2023 expenditures-to-date, a 13.3% increase over last year.
- 3) Allen Center Station/ Equipment/Spare Parts-increased by 36,845 (818%), to replace the sewer grinder at the ARC pump station. The existing sewer grinder now has over 65,000 hrs. of service and is exhibiting signs of wear and becoming increasingly noisy. Due to its age a rebuilding of this unit would not be practical. (See attached quote from Koester and Associates).

Draft 2024 Operation and Maintenance Budget
Pump to Hobart WWTP from
ARC Pump Station for MSA and ARC
(16,865 gpd Design Flow)
(1.5 Times Hobart Rate)

Line Item Description	2023 Budget	2024 Proposed Budget	COMMENTS	% Change	Amount Change
Utilities					
Electricity Cost					
Generator Fuel	\$ 2,400	\$ 2,400			
Utilities Subtotal	\$ 2,900	\$ 2,900	Diesel Fuel for the Hamlet Generator	0.0%	\$0
				0.0%	\$0
Chemicals					
De-greasers and De-odorizers	\$ 500	\$ 500	For use in pump chambers and wet-wells if needed. Switching from floating degreaser to Bio-Blocks	0.0%	\$0
Chemicals Subtotal	\$ 500	\$ 500		0.0%	\$0
Personnel					
O&M Operator including professional engineering oversight	\$ 39,219	\$ 41,024		4.8%	\$1,805
Personnel Subtotal	\$ 39,219	\$ 41,024		4.8%	\$1,805
Administration					
O&M Legal					
Administrative Services/Contract	\$ 1,680	\$ 1,680	Budget process yet to do		
Force Account/Clerical	\$ 500	\$ 500	no need at this time	0.0%	\$0
Office Supplies	\$ 300	\$ 300	Record keeping and reporting including assistance in preparing reconciliation, monthly reports, annual reports, and other obligations under the O&M agreement	0.0%	\$0
Lateral Installation Inspections	\$ -	\$ -	Record keeping and reporting		
Insurance	\$ 1,500	\$ -	none anticipated	0.0%	\$0
Administration Subtotal	\$ 3,980	\$ 4,180		13.3%	\$200
				5.0%	\$200
O&M					
Preventative Maintenance/Service Contracts	\$ 2,600	\$ 2,600	Includes Hamlet Generator Service and Wet Well Cleaning	0.0%	\$0
Telephone/Fax/Internet	\$ 1,900	\$ 1,900		0.0%	\$0
Building Maintenance -- includes grounds maintenance	\$ 2,200	\$ 2,200	Assumes grounds keeping to be sub-contracted by South Kortright and to include lawn mowing, and summer grounds care, as well as snow plowing and removal in winter	0.0%	\$0
Equipment/Spare Parts/Repairs	\$ 3,000	\$ 3,000			
Maintenance Supplies	\$ 500	\$ 500	Cleaning Supplies, shovels, portable pumps etc...	0.0%	\$0
Instrumentation Spare Parts	\$ 500	\$ 500		0.0%	\$0
Laboratory Contract and Supplies/Testing	\$ -	\$ -	None required.	0.0%	\$0
O&M Subtotal	\$ 10,700	\$ 10,700			
Collection System O&M					
Repairs	\$ 1,500	\$ 1,500	Budgeted Emergency Repairs	0.0%	\$0
Collection System O&M	\$ 1,600	\$ 1,600		0.0%	\$0
Allen Pump Station Cost					
Pump to Hobart Cost					
O&M Operator	\$ 15,000	\$ 15,000			
Electricity	\$ -	\$ -	carried above	0.0%	\$0
Generator Fuel	\$ 4,600	\$ 4,600			
Generator Service and cleaning of wet well	\$ 500	\$ 500	Diesel Fuel for ARC Generator	0.0%	\$0
De-greasers	\$ 2,400	\$ 2,400		0.0%	\$0
Potassium Permanganate	\$ 500	\$ 500	For use in pump chambers and wet-wells if needed. Switching from floating degreaser to Bio-Blocks	0.0%	\$0
Equipment/Spare Parts/Repairs	\$ 17,000	\$ 17,000		0.0%	\$0
Periodic Cleaning of Force Main	\$ 4,500	\$ 4,500		0.0%	\$0
Allen Pump Station Subtotal	\$ 46,500	\$ 83,346	clearing of sections of force main if needed	818.8%	\$36,846
Total O&M Budget Subtotal	\$ 105,299	\$ 144,149		79.2%	\$38,850
Contingency	\$ -	\$ 38,850		36.9%	\$38,850
Total O&M Budget Subtotal w/ Contingency	\$ 105,299	\$ 144,149		36.9%	\$38,850
Additional Start-up Costs					
O&M Cold Start-up/Training	\$ -	\$ -	Assumes 16 hrs. x 2 operators @ 65.00 per hour for operator training and familiarization with the system		
Engineering Start-up	\$ -	\$ -			
TOTAL	\$ 105,299	\$ 144,149			
TOTAL PROPOSED O&M BUDGET				36.9%	\$38,850

South Kortright Sewer Rate Diagram 2024



Summary

Total Overall Budget	\$144,149	
Total DEP Responsibilities	\$130,977	90.9%
Total Paid by Town Users	\$5,201	3.6%
Total Paid By Allen Center	\$3,239	2.2%
Total South Kortright Central School Sewer Charge	\$5,332	3.7%

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

A MOTION was made by Brent Trimbell and seconded by Roderick Hillis to approve General bills abstract no. 9, dated Sept. 13, 2023, Fund A claim nos. A131, A133 – A144 and A150, Fund B no. B21 – B23 and Fund SL no. SL20 in the amount of \$10,336.44. ALL AYE votes cast, MOTION carried.

A MOTION was made by Daniel Deysenroth and seconded by Roderick Hillis to approve Highway bills abstract no. 9, dated Sept. 13, 2023, 2023, Fund DA claim nos. DA55 – DA59 and Fund DB nos. DB33 – DB34 in the amount of \$15,525.85. ALL AYE votes cast, MOTION carried.

A MOTION was made by Daniel Deysenroth and seconded by Brent Trimbell to approve South Kortright Sewer District bills abstract no. 9, dated Sept. 13, 2023, claim nos. SK49 – SK50 and SK52 – SK54 in the amount of \$7,602.13. ALL AYE votes cast, MOTION carried.

Hwy. Supt. Jonathan Ballard gave the following highway report:

- We are filling in water channels.
- Scutt Mountain Rd. will be honed up for the cold weather.
- We are working on repairing the mowing tractor.

RESOLUTION NO. 28-2023 was introduced by Brent Trimbell and seconded by Daniel Deysenroth:

BE IT HEREBY RESOLVED that we reappoint Warren Post to the Board of Assessment Review effective Oct. 1, 2023 – Sept. 30, 2028.

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

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

ABSTAIN: David Post

NOES: None

Said RESOLUTION was thereupon declared duly adopted

RESOLUTION NO. 29-2023 was introduced by Brent Trimbell and seconded by Roderick Hillis:

BE IT HEREBY RESOLVED that we adopt the following agreement:

THREE-TOWN AGREEMENT FOR PAYMENT FOR EMERGENCY MEDICAL SERVICES

THIS AGREEMENT made and dated as of _____, 2023 between the TOWN OF HARPERSFIELD, TOWN OF KORTRIGHT, TOWN OF STAMFORD, Delaware County, New York, hereinafter designated as the TOWNS, and HEADWATERS EMERGENCY MEDICAL SERVICES, INC., a not-for-profit corporation duly organized under the laws of the State of New York, and having its principal office at 65 Terry Road, in the Town of Harpersfield and County of Delaware, State of New York, hereinafter designated as HEADWATERS;

WHEREAS the TOWN OF HARPERSFIELD and HEADWATERS are parties to an ambulance service agreement dated January 9, 2023;

WHEREAS the TOWN OF KORTRIGHT and HEADWATERS are parties to an ambulance service agreement dated _____, 2023;

WHEREAS the TOWN OF STAMFORD and HEADWATERS are parties to an ambulance service agreement dated January 5, 2023;

Witnesseth:

That pursuant to Section 122-b of the General Municipal Law of the State of New York, the parties do mutually agree as follows:

1. That in consideration of the agreements to provide emergency ambulance services as specified above:

- A) The TOWN OF HARPERSFIELD 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 HARPERSFIELD by April 1, 2024. HEADWATERS agrees to accept the sum of ***One Hundred Thousand (\$100,000.00) Dollars***, paid individually and severally by the TOWN OF HARPERSFIELD as payment for the ambulance services to be provided, and
- B) The TOWN OF KORTRIGHT 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 KORTRIGHT by April 1, 2024. 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, and
- C) 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, 2024. HEADWATERS agrees to accept the sum of ***One Hundred Thousand (\$100,000.00) Dollars***, paid individually

and severally by the **TOWN OF STAMFORD** as payment for the ambulance services to be provided.

2. **Term.** The term of this agreement shall be from the above designated date through and including December 31, 2024. In addition, during the term of the Agreement, if any **TOWN** determines that it will no longer use the service in the future, such **TOWN** can terminate the Agreement as to itself on six (6) months' notice to **HEADWATERS**.

3. **Binding Effect.** This Agreement shall be binding on the parties hereto, their agents, assigns and successors. The invalidity or unenforceability of any term or provision hereof shall not affect the validity or enforceability of any term or provision hereof. The headings in this Agreement are for convenience of reference only and shall not alter or otherwise affect the meaning hereof.

4. **Amendments.** This Agreement may be amended by the parties hereto only in writing from time to time. It is understood that no conduct, course of conduct or oral or written statement (other than such express written waiver, consent, modification, or amendment, as the case may be) shall be deemed to constitute a waiver, consent, modification or amendment. Requests for modification shall not be unreasonably denied.

5. **Several Obligations.** Each party to this Agreement enters into this Agreement solely on its own behalf, each such party shall solely be severally liable for any obligations or breaches of this Agreement by such party and in no event shall any party be liable for obligations or breaches of this Agreement by any other party hereto.

6. **Counterparts.** This Agreement may be executed in one or more counterparts which when executed and delivered shall be deemed to be one and the same instrument.

In *Witness Thereof*, the **TOWNS** have caused this instrument to be executed by the Town Supervisor of the Town of Harpersfield by authority of a resolution of the Town Board of the Town of Harpersfield, dated _____, **2023**, executed by the Town Supervisor of the Town of Kortright by authority of a resolution of the Town Board of the Town of Kortright, dated _____, **2023**, the Town Supervisor of the Town of Stamford by authority of a resolution of the Town Board of the Town of Stamford, dated _____, **2023**, and **HEADWATERS** has caused this instrument to be executed by its duly authorized officer and its seal to be affixed pursuant to an order of the Board of Directors of said corporation.

TOWN OF HARPERSFIELD

By: _____
LISA DRISCOLL, Supervisor

TOWN OF KORTRIGHT

By: _____
GEORGE HAYNES, JR., Supervisor

TOWN OF STAMFORD

By: _____
JOHN KOSIER, Supervisor

INC.

HEADWATERS EMERGENCY MEDICAL SERVICES,

By: _____
MEG HUNGERFORD, President

STATE OF NEW YORK)
COUNTY OF DELAWARE) ss.:

On this ___ day of _____, **2023**, before me, the subscriber, personally appeared **LISA DRISCOLL**, to me personally known and known to me to be the **Supervisor** of the **TOWN OF HARPERSFIELD** and he duly acknowledged to me that he executed the same.

Notary Public

STATE OF NEW YORK)
COUNTY OF DELAWARE) ss.:

On this ___ day of _____, **2023**, before me, the subscriber, personally appeared **GEORGE HAYNES**, to me personally known and known to me to be the **Supervisor** of the **TOWN OF KORTRIGHT** and he duly acknowledged to me that he executed the same.

Notary Public

STATE OF NEW YORK)
COUNTY OF DELAWARE) ss.:

On this ___ day of _____, **2023**, before me, the subscriber, personally appeared **JOHN KOSIER**, to me personally known and known to me to be the **Supervisor** of the **TOWN OF STAMFORD** and he duly acknowledged to me that he executed the same.

Notary Public

STATE OF NEW YORK)
COUNTY OF DELAWARE) ss.:

On this ___ day of _____, **2023**, before me, the subscriber, personally appeared **Meg Hungerford**, to me personally known and known to me as the **PRESIDENT of HEADWATERS EMERGENCY MEDICAL SERVICES, INC.** and she duly acknowledged to me that she executed the same.

Notary Public

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.

RESOLUTION NO. 30-2023 was introduced by Daniel Deysenroth and seconded by Roderick Hillis:

BE IT HEREBY RESOLVED that we adopt the following agreement:



PO Box 88, 46610 State Hwy 10, Delhi, NY 13753
Phone: 607-746-3080 Fax: 607-746-7896
E-mail: info@heartofthecatskills.org

AGREEMENT

This agreement, made this 30th day of June 2023 between the Town of Stamford (the "Town"), in Delaware County and THE HUMANE SOCIETY OF CENTRAL DELAWARE COUNTY, INC. (d/b/a HEART OF THE CATSKILLS HUMANE SOCIETY) ("HCHS"), in Delhi, NY;

WHEREAS, the Town occasionally has stray or lost dogs and cats that are picked up by its employees;

NOW, THEREFORE, in consideration of the premises and the consideration hereinafter recited, the parties agree as follows:

1. The Town assumes all responsibility for the handling and turning over of any dog or cat to HCHS and agrees to hold harmless and defend HCHS from any and all claims in connection with the picking up and turning over of said animals, and euthanizing of any such animal turned over to HCHS by the Town.
2. In the case where the Town has a holding facility for the handling of stray dogs and cats, the Town will hold such animals for five days before turning over such animals to HCHS on the sixth day.
3. The Town agrees to pay HCHS a fee of forty dollars (\$40.00) for each dog and ~~five dollars (\$5.00) for each cat~~ turned over to HCHS by the Town, its agents or employees.
4. If the Town is not a township in Delaware County, the Town shall also pay an annual contract fee of \$250.00 to HCHS, due upon signing of this agreement.
5. For court ordered holds, or for any animal brought to HCHS in connection with allegations of animal cruelty, the Town will be charged a boarding fee of \$10 per day for each animal (~~either cat or dog~~) for the period of time of the hold or, in the case of an animal cruelty case, the period of time before the prosecuting authority notifies HCHS in writing that it does not require the animal to be held in connection with its prosecution, payable by the Town upon receipt of billing from HCHS.
6. HCHS assumes all responsibility for collecting fees from any person who redeems any animal that has been turned over to HCHS by the Town. HCHS assumes all responsibility for collecting impoundment fees from any person who redeems an animal that has been turned over to HCHS by the Town. HCHS will keep all impoundment fees as part of HCHS's \$40.00 fee (as set forth in

paragraph 3 above) and will bill the remainder of that fee to the Town, which fee shall be payable upon receipt of billing from HCHS.

7. The Town shall deliver the animals to HCHS by the Dog Control Officer of the Town, or a duly designated agent or employee of the Town. The Dog Control Officer shall keep a record of all such animals left with HCHS.

8. The Town understands that fees of HCHS are subject to change. HCHS will notify the Town thirty (30) days before any change is to take effect.

9. HCHS agrees to bill the Town for stray animals brought to the shelter by the Dog Control Officer.

10. HCHS agrees to accept, upon payment of the fees mentioned above, any animal brought to it by the Town and to take good care of each such animal as is HCHS's usual practice.

11. Following the expiration of the redemption period as outlined in Article 7 of the New York State Agriculture and Markets Law ("Article 7"), Section 117 (4)&(6), ownership of seized dogs will be transferred to HCHS pursuant to Article 7, Section 117 (7) for the purpose of placing them in adoptive homes, transferring them to the State University of New York, foster care or another approved shelter, or for any other lawful purpose as provided in Article 7, Section 117 (7-a).

12. This agreement may be cancelled upon review of same by the governing body of either party. Each party agrees to give other party thirty (30) days' written notice of cancellation.

The Humane Society of Central
Delaware County, Inc.

The Town

By: 
Name: Brent Truitt
Title: Treasurer

By: _____
Name: _____
Title: Stamford Town Supervisor

Name of Current Dog Control Officer: Ann Barr
Telephone Number of DCO: 607-242-7579

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.

RESOLUTION NO. 31-2023 was introduced by David Post and seconded by Roderick Hillis:

BE IT HEREBY RESOLVED that we accept the audit of the Stamford Tax Collector, Diane Grant. The review found no discrepancies in the 20223Tax Collector's records.

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

AYES: John Kosier -Roderick Hillis-David Post

Daniel Deysenroth-Brent Trimbell

NOES: None

Said RESOLUTION was thereupon declared duly adopted.

Town of Stamford	Supervisor's Report					Aug-23	
	General Townwide	General Part-Town	Highway Townwide	Highway Part-Town	SK Light	SK Walls	Sewer Dist.
Beginning Balance:	\$ 622,467.81	\$ 72,836.59	\$ 185,661.64	\$ 300,441.94	\$ 3,145.87	\$ 2,437.24	\$ 19,261.76
REVENUES							
Interest Earned	\$ 1,144.97	\$ 59.16	\$ 147.90	\$ 832.56			\$ 14.79
Genealogy	\$ 22.00						
Dean's Landing	\$ 2,776.79						
Town Clerk Fees	\$ 20.26						
Charter Communications	\$ 409.73						
Delhi Telephone	\$ 1,154.53						
Registrar		\$ 10.00					
Dog Fees	\$ 9.00						
Permits		\$ 935.00					
NYC Payment							\$ 30,226.38
EXPENDITURES							
Abstracts	\$ 1,394.10	\$ 3,101.18	\$ 20,784.22	\$ 95,064.13	\$ 53.25		\$ 4,174.24
Health Insurance	\$ 1,832.97		\$ 7,031.88				
Payroll & Fringe	\$ 15,158.56	\$ 895.68		\$ 16,629.58			
ENDING BALANCE	\$ 609,619.46	\$ 69,843.89	\$ 157,993.44	\$ 189,580.79	\$ 3,092.62	\$ 2,437.24	\$ 45,328.69

A MOTION was made by John Kosier and seconded by Daniel Deysenroth to adjourn this meeting at 6:46 P.M. The next regular meeting will be held on Oct. 11, 2023 at 6:00 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