

TOWN OF SANFORD

REGULAR MEETING

April 14, 2026

PRESENT:	Kenny Wist	Supervisor
	Jay Vandermark	Councilman
	Alice Ray	Councilman
	Shane Lester	Councilman-Absent
	Dan Andresen	Councilman

ALSO PRESENT:	Deborah Proffitt	Town Clerk
	Leo Shew	Highway Superintendent
	Pete Hathaway	Code Enforcement
	Scott Conklin	OLSD

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

Pete Hathaway presented the Code Enforcement Report to the Town Board. The owner of Sherman Creek Road presented a contract from a company for the cleanup of said property to the Judge. Who then gave the Owner 30 days to clean up the property. A Certificate of Occupancy was issued to 175 State Hwy 41, with Final Inspection of New Home. Permits 3-26, 848 N Sanford Rd., Handicap Ramp. 4-26, 265 Lumber Rd Ground Solar, 5-26 225 Cass Rd. Manufactured Home. Driveway Permits: 1-26 Huggins Rd, 2-26 500 Tarbell Rd., 3-26 160 Hawkins Rd. New Business included meeting with DEC for the Flood Plain Evaluation, received a Zoning Area Variance for Hanson Rd, which was sent to the Zoning Board and receiving a complaint with regard to 138,142 Big Hollow Rd requesting cleanup after a house fire. Recently spoke to the Owners of 138,142 Big Hollow Rd, who stated they would begin cleaning up. They were advised of the complaint. On a motion made by Alice Ray, seconded by Dan Andresen and all approved the Code Enforcement Report.

Scott Conklin presented the Oquaga Lake Sewer Report to the Town Board. Conklin reported Alarm Calls for High Levels at the lake pumpstation after storms. A plumbing issue at 731 Oquaga Lake, a pump float stuck at 537 Oquaga Lake. Meeting at 68 Hanson Rd over tank situation, to install new tanks. Met with Contractor at 451 Oquaga Lake Rd. Met with DEC for Plant Inspection, of which went well. On a motion made by Jay Vandermark, seconded by Alice Ray and all approved the Oquaga Lake Sewer Report.

Supervisor Wist introduced Broome County Sheriff Fred Akshar and Captain Ben Harding who spoke on the Public Safety Data for the Town of Sanford and how it relates to our community.

Highway Superintendent Leo Shew presented his report to the Town Board. Shew stated they have moved into Construction Season replacing driveway and cross pipes and will

continue to rework the gravel roads and broom weather and time permitting. Scott Bowie Jr., was recently hired filling a vacancy left behind by Matt Barilla. Highway Superintendent Shew also reported having issues with someone dumping brush in the Town Roads and Plow Turn Arounds. Shew also reports having been in contact with DEC regarding trees being cut down and left near creek areas.

Shew asked the Town Board for permission to attend the 2026 Highway School, June 1-3 2026 in Ithaca NY. On a Motion made by Alice Ray and seconded by Jay Vandermark and all approved for Highway Superintendent Leo Shew to attend Highway School June 1-3, 2026.

#49-RESOLUTION-2026
APPROVAL FOR HIGHWAY SUPERINTENDENT LEO SHEW
TO ATTEND HIGHWAY SCHOOL JUNE 1-3, 2026

RESOLVED, that the Town Board of the Town of Sanford, Broome County, New York, do hereby approve Highway Superintendent Leo Shew to attend Highway School June 1-3, 2026 at Ithaca College, Ithaca, N.Y.

* * * * *

A Roll Call Vote was taken as follows: Supervisor Kenny Wist: AYE; Councilman Jay Vandermark: AYE; Councilman Shane Lester: ABSENT; Councilman Dan Andresen: AYE; NOES: None; CARRIED: Dated: April 14, 2026

Supervisor Wist stated they had received several Bids for the Course and Fine Aggregates. After discussion with the Board and Highway Superintendent Shew, Wist spoke of accepting all Bids as done in the past thus allowing for the Highway Superintendent's discretion.

Town of Sanford
91 Second St
Deposit, NY 13754

2026 Bid Results

April 16th 2026
BIDS Rcvd

Aggregate		Cobleskill Stone Products *	F.S. Lopie Contracting	Colwell Brothers Construct	Aden Mining & Material	Heidelberg Materials	Schaefer Enterprise	Boland Excavating & Topsoil Inc	Wheeler's excavating	
Item Agg-2	SUBBASE									
	DOT Item 304.12 - Type 2 Crusher Run, Pick-up		6.95		12.95		7.35		8.50	
	DOT Item 304.12 - Type 2 Crusher Run, Delivery	13.00	13.20		22.00	25.40	13.85		16.00	
	DOT Item 304.14 - Type 4 Crusher Run, Pick-up		6.95	10.25	12.95		7.35		10.00	
	DOT Item 304.14 - Type 4 Crusher Run, Delivery	13.00	13.20	19.50	22.00		13.85		17.75	
Item Agg-4	STONE FILL (Description Below)									
	DOT Item 620.02 - Fine Stone Fill, Pick-up (see below)		14.00		17.95		12.95		14.50	
	DOT Item 620.02 - Fine Stone Fill, Delivery (see below)		22.50		27.00		19.45		22.25	
	DOT Item 620.03 - Light Stone Fill, Pick-up (see below)	17.50			19.95		16.45		18.00	
	DOT Item 620.03 - Light Stone Fill, Delivery (see below)	36.50			28.00	32.20	22.95		25.75	
	DOT Item 620.04 - Medium Stone Fill, Pick-up(see below)	18.80	30.00		20.95		16.45		17.00	
	DOT Item 620.04 - Medium Stone Fill, Delivery(see below)	37.80	38.50		30.00	36.35	22.95		24.75	
	DOT Item 620.05 - Heavy Stone Fill, Pick-up (see below)	21.10	32.00		22.95		16.45		17.00	
	DOT Item 620.05 - Heavy Stone Fill, Delivery (see below)	40.10	40.50		32.00	38.75	22.95		24.75	
Item Agg-5	CRUSHED STONE									
	DOT Item 623.12 - Size 1A - Pick-up	19.35	24.00	20.00	16.95		14.85			
	DOT Item 623.12 - Size 1A - Delivery	36.30	32.00	29.25	26.00	35.00	21.35			
	Size 1ST - Pick-up	13.60	24.00		15.95		14.85			
	Size 1ST - Delivery	30.55	32.00		25.00	28.55	21.35			
Item:	BLOCK SAND 1Bs									
	Pick-up	13.60	16.80	10.00	16.95					
	Delivery	30.55	26.80	19.25	26.00	28.55				
Item Agg-7	ROAD SAND									
	Pick-up		9.00	6.50	16.95			5.45	8.00	
	Delivery		19.00	15.75	26.00			17.00	15.75	
Item Agg-8	TOPSOIL									
	DOT Item 610.1402 - Pick-up		20.50	20.00	27.95		23.00	34.00	25.00	
	DOT Item 610.1402 - Delivery		28.50	29.25	37.00		29.50	50.00	32.75	
Item Agg-10	EXTRA HEAVY STACKABLE STONE									
	Pick-up	38.25	40.00		75.00		27.45		25.00	
	Delivery	59.25	49.50		90.00		33.95		32.75	
Item:	SCREENED TYPE 4 GRAVEL OR BETTER									
	DOT Item 623.01 - Pick-up	13.60	6.95	4.00			7.35	5.45		
	DOT Item 623.01 - Delivery	30.55	13.20	13.25			13.85	17.00		
Item:	SIZE #2-Pick-up		20.50				13.95			

On a Motion made by Jay Vandermark and seconded by Alice Ray, and all approved to accept all 2026 Bids for Course and Fine Aggregates under the following Resolution.

**#50-RESOLUTION-2026
APPROVAL TO ACCEPT ALL 2026 BIDS
FOR COURSE AND FINE AGGREGATES.**

RESOLVED, that the Town Board of the Town of Sanford, Broome County, New York, do hereby approve the acceptance of all 2026 Bids for Course and Fine Aggregates.

BE IT FURTHER RESOLVED, that this resolution shall take effect immediately.

* * * * *

A Roll Call Vote was taken as follows: Supervisor Kenny Wist: AYE; Councilman Alice Ray: AYE; Councilman Shane Lester: ABSENT; Councilman Dan Andresen: AYE; Councilman Jay Vandermark: AYE; NOES: None; CARRIED: Dated: April 14, 2026.

**There was no Dog Control Report for the Month of March 2026.
There was no Assessors Report for the Month of March 2026.**

The Minutes of March 10, 2026 Regular Board Meeting were presented to the Board. On a motion made by Dan Andresen, seconded by Alice Ray and all approved the March 10, 2026 Minutes.

The Minutes of March 31, 2026 Special Meeting, were presented to the Board. On a motion made by Alice Ray, seconded by Jay Vandermark and all approved the March 31, 2026 Special Meeting Minutes.

The Clerk Report was presented to the Board. On a motion made by Alice Ray and seconded by Jay Vandermark and all approved the Clerks Report.

Clerk Proffitt reported that the 2026 Town and County Taxes will be turned over to Broome County Real Properties on Thursday, April 16, 2026.

The Monthly Supervisor Report of February 2026 was presented to the Board. On a motion made by Dan Andresen, seconded by Alice Ray and all approved the Monthly Supervisor Report for February 2026.

Supervisor Wist introduced the New Local Law Regulating Driveway Standards and will hold a Public Hearing May 12, 2026 at the next Regular Board Meeting.

Supervisor Wist spoke of a Budget Amendment of \$2,500. From the Accounting Line to use as a stipend to pay the Book Keepers Salary for compiling the information and data for the Annual Financial Report, alleviating the need for an Accountant/CPA fee.

On a motion made by Alice Ray and seconded by Dan Andresen and all approved the Budget Amendment of \$2,500. for the Book Keeper.

#51-RESOLUTION-2026

BUDGET AMENDMENT OF \$2,500. TO BE PAID TO THE BOOK KEEPER FOR THE ANNUAL FINANCIAL REPORT

RESOLVED, the Town Board of the Town of Sanford, Broome County, New York, do hereby approve the Budget Amendment of \$2,500. To be paid to the Book Keeper for the Annual Financial Report.

April 14, 2026 AUD: Annual Financial Report Budget Modifications

GENERAL (A)		<u>DR</u>	<u>CR</u>
Appropriations	A960	2,500.00	
Accounting - Contractual	1320.4	2,500.00	
Appropriations	A960		2,500.00
Supervisor-Personal Services (BKPR)	1220.11		2,500.00

To amend General A 2026 Budget

To amend the 2026 Budget for the completion of the Annual Financial Report

A Roll Call Vote was taken as follows: Supervisor Kenny Wist: AYE; Councilman Alice Ray: AYE; Councilman Shane Lester: ABSENT; Councilman Dan Andresen: AYE; Councilman Jay Vandermark: AYE; NOES: None; CARRIED: Dated: April 14, 2026.

Supervisor Wist addressed a Resolution awarding a Bid based on “Best Value” for a Culvert Replacement FEMA Project on Perry Road to Byler Excavating in the Amount of \$198,950.00 On a Motion made by Dan Andresen, seconded by Jay Vandermark and all approved the following Resolution.

#52 RESOLUTION-2026
TOWN OF SANFORD

**A RESOLUTION AWARDING A BID BASED UPON "BEST VALUE" FOR A
CULVERT REPLACEMENT PROJECT ON PERRY ROAD WITHIN THE TOWN**

At a regular meeting of the Town Board of the Town of Sanford, held at Sanford Town Hall, 91 Second Street, Deposit, New York on the 14th day of April, 2026, the following resolution was offered and seconded:

WHEREAS, In September 2013, the Sanford Town Board enacted Local Law 2-2013 allowing the Town to award contracts, including both purchase contracts and those contracts for service work, that have been procured pursuant to competitive bidding under General Municipal Law section 103 to either the lowest responsible bidder or based upon "best value", as that term is defined and

WHEREAS, the Town Board solicited competitive bids for culvert replacement work on Perry Road within the Town, which bids were returnable on March, 6 2026 at 12:00 ~~XX~~PM, and

WHEREAS, the two lowest bids received were as follows:

- Byler Excavating (Harpursville, NY): \$198,950.00
- Tweedie Construction (Walton, NY): \$157,823.00

WHEREAS, the Town Board has determined that, on the basis of best value, the bid submitted by Byler Excavating most appropriately optimizes quality, cost and efficiency because:

1. In reviewing the bids and performing due diligence with respect to the quality of prior work performed by the bidders, the Town received unfavorable feedback from other municipalities regarding prior work performed by Tweedie Construction (i.e., the low bidder for the instant project) in said municipalities;
2. Based on certain Town Board members' extensive professional experience in the construction industry, the Town Board has determined that Byler Excavating's bid accurately reflects the actual, expected costs needed to meet the bid specifications and pay workers prevailing wages;
3. The Town Board has determined that Byler Excavating's collective knowledge, skill and experience will allow it to responsibly perform all aspects of the project in accordance with the bid specifications, remain on budget, and still provide economic value to the Town; and

WHEREAS, all information gathered in the course of the bidding process that was used in making this bid award based on best value is filed in the office of the Town Clerk.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Sanford hereby awards to Byler Excavating the bid for culvert replacement work on Perry Road within the Town for a price not to exceed \$198,950.00; and be it further

RESOLVED, that this resolution shall take effect immediately.

CERTIFICATION

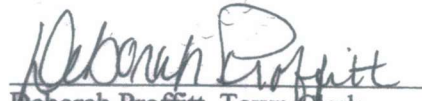
I, Deborah Proffitt, do hereby certify that I am the Town Clerk of the Town of Sanford and that the foregoing constitutes a true, correct and complete copy of a resolution duly adopted by the Town Board of the Town of Sanford at a meeting thereof held at the Town Hall on the 14th day of April, 2026. Said resolution was adopted by the following roll call vote:

Supervisor Kenny Wist	Voted <u>AYE</u>
Councilperson Jay Vandermark	Voted <u>AYE</u>
Councilperson Alice Ray	Voted <u>AYE</u>
Councilperson Shane Lester	Voted <u>ABSENT</u>
Councilperson Dan Andresen	Voted <u>AYE</u>

The resolution was thereupon declared duly adopted by a vote of 4-AYES.

Dated: April 14, 2026

Town of Sanford Seal


Deborah Proffitt, Town Clerk
Town of Sanford

Supervisor Wist addressed a Resolution awarding a Bid based on “Best Value” for a Culvert Replacement FEMA Project on Stillson Road to Delaware Bulldozing Corporation in the Amount of \$169,684.03 On a Motion made by Dan Andresen, seconded by Alice Ray and all approved the following Resolution.

#53 RESOLUTION-2026
TOWN OF SANFORD

**A RESOLUTION AWARDING A BID BASED UPON "BEST VALUE" FOR A
CULVERT REPLACEMENT PROJECT ON STILLSON ROAD WITHIN THE TOWN**

At a regular meeting of the Town Board of the Town of Sanford, held at Sanford Town Hall, 91 Second Street, Deposit, New York on the 14th day of April, 2026, the following resolution was offered and seconded:

WHEREAS, In September 2013, the Sanford Town Board enacted Local Law 2-2013 allowing the Town to award contracts, including both purchase contracts and those contracts for service work, that have been procured pursuant to competitive bidding under General Municipal Law section 103 to either the lowest responsible bidder or based upon "best value", as that term is defined and

WHEREAS, the Town Board solicited competitive bids for culver replacement work on Stillson Road within the Town, which bids were returnable on March, 6 2026 at 12:00 ~~XX~~AM/PM, and

WHEREAS, the two lowest bids received were as follows:

- Delaware Bulldozing Corp. (Bloomville, NY): \$169,684.03
- Tweedie Construction (Walton, NY): \$137,390.00

WHEREAS, the Town Board has determined that, on the basis of best value, the bid submitted by Delaware Bulldozing Corp. ("DBC") most appropriately optimizes quality, cost and efficiency because:

1. In reviewing the bids and performing due diligence with respect to the quality of prior work performed by the bidders, the Town received unfavorable feedback from other municipalities regarding prior work performed by Tweedie Construction (i.e., the low bidder for the instant project) in said municipalities;
2. Based on certain Town Board members' extensive professional experience in the construction industry, the Town Board has determined DBC's bid accurately reflects the actual, expected costs needed to meet the bid specifications and pay workers prevailing wages;
3. The Town Board has determined that DBC's collective knowledge, skill and experience will allow it to responsibly perform all aspects of the project in accordance with the bid specifications, remain on budget, and still provide economic value to the Town; and

WHEREAS, all information gathered in the course of the bidding process that was used in making this bid award based on best value is filed in the office of the Town Clerk.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Sanford hereby awards to DBC the bid for culvert replacement work on Stillson Road within the Town for a price not to exceed \$169,684.03; and be it further

RESOLVED, that this resolution shall take effect immediately.

CERTIFICATION

I, Deborah Proffitt, do hereby certify that I am the Town Clerk of the Town of Sanford and that the foregoing constitutes a true, correct and complete copy of a resolution duly adopted by the Town Board of the Town of Sanford at a meeting thereof held at the Town Hall on the 14th day of April, 2026. Said resolution was adopted by the following roll call vote:

Supervisor Kenny Wist	Voted <u>AYE</u>
Councilperson Jay Vandermark	Voted <u>AYE</u>
Councilperson Alice Ray	Voted <u>AYE</u>
Councilperson Shane Lester	Voted <u>ABSENT</u>
Councilperson Dan Andresen	Voted <u>AYE</u>

The resolution was thereupon declared duly adopted by a vote of 4-AYES.

Dated: April 14, 2026

Town of Sanford Seal


Deborah Proffitt, Town Clerk
Town of Sanford

Supervisor Wist discussed

Supervisor Wist addressed a Resolution awarding a Bid for a North and South Culvert Replacement FEMA Project on Page Pond. The Bid was awarded to The Hubbell Companies in the Amount of \$833,500.00 On a Motion made by Alice Ray, seconded by Jay Vandermark and all approved the following Resolution.

#54-RESOLUTION-2026

RESOLUTION AWARDING A BID FOR NORTH AND SOUTH CULVERT REPLACEMENT FEMA PROJECT ON PAGE POND ROAD TO THE HUBBELL COMPANIES IN THE AMOUNT OF \$833,500.00

RESOLVED, that the Town Board of the Town of Sanford, Broome County, New York, do hereby approve the Bid Award for North and South Culvert Replacement on Page Pond Road to The Hubbell Companies, in the amount of \$833,500.00

A Roll Call Vote was taken as follows: Supervisor Kenny Wist: AYE; Councilman Alice Ray: AYE; Councilman Shane Lester: ABSENT; Councilman Dan Andresen: AYE; Councilman Jay Vandermark: AYE; NOES: None; CARRIED: Dated: April 14, 2026.

Supervisor Wist discussed a Change Order on the Perry Road Culvert Project relating to the WingWall Sections on the Structure in the amount of \$6330.36. On a Motion made by Dan Andresen and seconded by Jay Vandermark and all approved the following Resolution.

#55-RESOLUTION-2026

**APPROVAL OF CHANGE ORDER FOR THE PERRY ROAD CULVERT PROJECT
RELATING TO THE WINGWALL SECTIONS, IN THE AMOUNT OF \$6,330.36**

RESOLVED, that the Town Board of the Town of Sanford, Broome County, New York, do hereby approve the Change Order for the Perry Road Culvert Project in the amount of \$6,330.36

A Roll Call Vote was taken as follows: Supervisor Kenny Wist: AYE; Councilman Alice Ray: AYE; Councilman Shane Lester: ABSENT; Councilman Dan Andresen: AYE; Councilman Jay Vandermark: AYE; NOES: None; CARRIED: Dated: April 14, 2026.

Supervisor Wist discussed a Change Order on the Stillson Road Culvert Project relating to the WingWall Sections on the Structure in the amount of \$5,252.20. On a Motion made by Dan Andresen and seconded by Jay Vandermark and all approved the following Resolution.

#56-RESOLUTION-2026

**APPROVAL OF CHANGE ORDER FOR THE STILLSON ROAD CULVERT PROJECT
RELATING TO THE WINGWALL SECTIONS, IN THE AMOUNT OF \$5,252.20**

RESOLVED, that the Town Board of the Town of Sanford, Broome County, New York, do hereby approve the Change Order for the Stillson Road Culvert Project in the amount of \$5,252.20

A Roll Call Vote was taken as follows: Supervisor Kenny Wist: AYE; Councilman Alice Ray: AYE; Councilman Shane Lester: ABSENT; Councilman Dan Andresen: AYE; Councilman Jay Vandermark: AYE; NOES: None; CARRIED: Dated: April 14, 2026.

Supervisor Wist discussed a Change Order on the Highway Garage Project, with Nelcorp Electrical Contracting Corp. reducing the original contract amount by \$10,497.18 On a Motion made by Alice Ray and seconded by Jay Vandermark and all approved the following Resolution.

#57-RESOLUTION-2026

**APPROVAL OF CHANGE ORDER FOR THE HIGHWAY GARAGE PROJECT WITH
NELCORP ELECTRICAL REDUCING THE ORIGINAL CONTRACT AMOUNT BY
\$ 10,497.18**

RESOLVED, that the Town Board of the Town of Sanford, Broome County, New York, do hereby approve the Change Order for the Highway Garage Project with Nelcorp Electrical reducing the Contract Amount by \$10,497.18

A Roll Call Vote was taken as follows: Supervisor Kenny Wist: AYE; Councilman Alice Ray: AYE; Councilman Shane Lester: ABSENT; Councilman Dan Andresen: AYE; Councilman Jay Vandermark: AYE; NOES: None; CARRIED: Dated: April 14, 2026.

Supervisor Wist discussed a Change Order on the Highway Garage Project, with J&K Plumbing reducing the original contract amount by \$9,973.74 On a Motion made by Jay Vandermark and seconded by Alice Ray and all approved the following Resolution.

#58-RESOLUTION-2026

**APPROVAL OF CHANGE ORDER FOR THE HIGHWAY GARAGE PROJECT WITH
J&K PLUMBING REDUCING THE ORIGINAL CONTRACT AMOUNT BY \$ 9,973.74**

RESOLVED, that the Town Board of the Town of Sanford, Broome County, New York, do hereby approve the Change Order for the Highway Garage Project with J&K Plumbing reducing the Contract Amount by \$9,973.74

A Roll Call Vote was taken as follows: Supervisor Kenny Wist: AYE; Councilman Alice Ray: AYE; Councilman Shane Lester: ABSENT; Councilman Dan Andresen: AYE; Councilman Jay Vandermark: AYE; NOES: None; CARRIED: Dated: April 14, 2026.

Supervisor Wist asked for the Boards permission to sign the 2026-2027 Contract for Fire Protection. On a Motion made by Jay Vandermark and seconded by Dan Andresen and all approved the signing of the 2026-2027 Contract for Fire Protection.

**#59-RESOLUTION-2026
APPROVAL FOR PERMISSION TO SIGN THE
2026-2027 FIRE PROTECTION CONTRACT IN THE AMOUNT OF
\$96,104.50**

RESOLVED, that the Town Board of the Town of Sanford, Broome County, New York, do hereby approve the signing of the 2026-2027 Fire Protection Contract.

2026-2027
CONTRACT FOR FIRE PROTECTION

THIS AGREEMENT, made the 1 st day of March 2026, 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, hereinafter designated as 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, hereinafter designated as 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 it offices at 91 Second Street, Deposit, New York 13754, hereinafter designated as 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 **April 14th**, 2026, 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 on **APRIL 14th**, 2026, 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 commencing March 1, 2026, in the following manner, to wit:

1. SERVICE TO BE PROVIDED:

- A. The **VILLAGE** shall, during the term of the Agreement and any renewals hereof, 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.
- B. 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.
- C. 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:
- (i) 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;
 - (ii) Fuel, oil, repairs and preventive maintenance required for normal operation of the vehicles.
 - (iii) All liability insurance on all fire trucks and vehicles utilized by the **VILLAGE**; and
 - (iv) All required liability, compensation, disability, contractual and/or errors and omissions insurances covering all members of the fire department.
- D. 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**.

2. TERM:

The Term of this agreement shall be one year, commencing March 1, 2026 and expiring February 28, 2027. This contract shall be renewed automatically for additional terms of one (1) year, unless either party shall notify the other, no later than sixty (60) days prior to the end of the term, of its election not to renew.

3. 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 amounts set for the 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.

4. 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 such residents and from conducting fund-raising activities to assist in defraying its operating and capital expense.

5. INSURANCE:

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

- C. 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 Article 1, paragraph C on or before the effective date of this agreement.

6. PERMITS AND REGULATIONS:

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

7. ADVISORY COMMITTEE:

There shall be established an 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.

8. AUTHORITY FOR EXECUTION:

This contract is entered into by the **TOWN OF DEPOSIT** or **TOWN OF SANFORD** pursuant to Article 11, 184 of the Town Law.

The signing and delivering of this Agreement has been duly authorized after public hearings held pursuant to 184 of the Town Law of the State of New York, as amended, as required by 209-b of the General Municipal Law, the Supervisors, whose signatures appear thereafter, are both duly authorized and empowered to execute this instrument and enter into such an agreement on behalf of the **TOWN OF DEPOSIT** pursuant to a Resolution adopted by the Town Board of the **TOWN OF DEPOSIT**, at a meeting thereof held on APRIL 14th, 2026 and a Resolution adopted by the Town Board of the **TOWN OF SANFORD**, at a meeting thereof held on APRIL 14th, 2026. 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.

9. 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 the parties hereto by first-class mail, postage prepaid:

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

10. 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.

11. 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.

12. 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

EXHIBIT A

CONTRACT AMOUNTS

Municipality

Town of Deposit	\$96104.50 one third of the annual Village budget line for its fire department
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Town of Sanford	\$96104.50 one third of the annual Village budget line for its fire department
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A Roll Call Vote was taken as follows: Supervisor Kenny Wist: AYE; Councilman Alice Ray: AYE; Councilman Shane Lester: ABSENT; Councilman Dan Andresen: AYE; Councilman Jay Vandermark: AYE; NOES: None; CARRIED: Dated: APRIL 14, 2026.

Supervisor Wist opened the floor up for Public Comment.

JD Seymour felt the Highway Superintendent should be present for the entire Board Meeting in case there were any questions later on. Supervisor Wist felt he was capable to answer any questions that might arise.

Jodie Seymour requested a FOIL form. Clerk Proffitt stated she would assist her with this.

Jamie Szenher asked if the Oquaga Lake Sewer Project was continuing to move forward.

Supervisor Wist stated he needed to speak with Delaware Engineering with regard to the requirement for a Services Agreement and then contact Mark Millsbaugh.

Julie Beyer inquired about the Broome County Sheriffs Contract and the Village of Deposit not wishing to proceed with a contract. Supervisor Wist stated he would like to reach out and meet with all the entities involved (V-Deposit, T-Deposit, the School and the BC Sheriffs Department). He also stated his concern on securing the Courts as well.

Jodie Seymour would have liked to ask Code Enforcement Officer Pete Hathaway questions regarding the clean up of 138,142 Big Hollow Rd., however he was not there currently, as well. Stating the clean up needed to happen sooner rather than later.

Bills were presented to the Board.

The Motion was made by Jay Vandermark, 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: 04/14/2026 Abstract #4- General: \$58,935.71-Voucher #153-189,225; Highway: \$46,805.15- Voucher #190,193-210; Sewer O & M: \$7,739.80- Voucher #211-218; T&A: \$19.56-Voucher #219; Capital: \$9,798,717.00 Voucher #220-224.

Since no further business was at hand, on a motion made by Dan Andresen seconded by Alice Ray and all approved that the Meeting be adjourned at 8:30 PM.

Deborah Proffitt, Town Clerk