

Regular Meeting

The Regular Meeting of the Ephratah Town Board was held at 6 PM on Wednesday, December 12th, 2018 at the Ephratah Town Hall. Roll Call found the following people present:

Supervisor	Todd Bradt
Councilman	Ivan Duesler
Councilman	George Cosselman
Councilman	Thomas Miles
Councilman	Andrew Chorlton
Clerk	Cynthia Wesselmann
Hwy Superintendent	Alan Cretser
Code Enforcement Officer	David Rackmyre, Jr
Attorney	Michael Albanese

The meeting was opened with Salute to the Flag led by Supervisor Todd Bradt.

Thomas Miles made a motion to accept the November 14th, 2018 regular meeting minutes. 2nd by Ivan Duesler. 5 Ayes, Carried.

Ivan Duesler made a motion to pay General bills, Abstract #12, Claim 166 thru 179 in the amount of \$9,205.01. 2nd by George Cosselman. 5 Ayes, Carried.

Ivan Duesler made a motion to pay Highway bills, Abstract #12, Claim 242 thru 261 in the amount of \$9,019.96. 2nd by Thomas Miles. 5 Ayes, Carried.

Communications:

- The presenter on LED lighting, Jessica Waldorf, was unable to attend this meeting and has rescheduled to be at the January 9th regular meeting at 6pm, set for regular time.
- Fulton County Dept of Solid Waste sent notice that the Ephratah Transfer Station will be open Monday, December 24th from 8am till 12:00 noon. They will be closed Tuesday, December 25th for the Christmas holiday. They also sent notice that the Ephratah Transfer Station would be open Monday, December 31st from 8am till 12 noon as they will be closed Tuesday, January 1st for the New Year's Day holiday.

Public Input:

- None

Reports:

Code Enforcement Officer:

- Mr. Rackmyre Jr. has issued three new certificates of compliance and one violation issued.
- Mr. Rackmyre Jr. has been addressing a trailer and a couple property debris issues.
- Any questions or concerns please call (518) 568-5140 and leave a message, or cell phone number at (518) 848-2930.

Planning Board:

- The meeting was held on Monday, December 10th, 2018 at 6pm.
- The Planning Board still has 2 alternate vacancies they will be advertising in the newspaper.
- Bill Simpson reported on the November 19th workshop that the Fulton County Office of the Aging presented information on senior services available with few in attendance due to weather conditions. The Planning Board may consider moving the workshop on the Pros and Cons of a Reverse Mortgage to spring.

- The Planning Board had the Election of Officers for 2019 as follows:
Chairman – Judith Townsend Vice-Chairman – Bill Simpson
Secretary – Dan Richardson A Quorum was present.
- They had continued discussions on blight, the fines, violations and enforcement.
- 2019 projects include the Spring Clean-up is set for May 4th, 2019. The Craft Show and Yard Sale will be held in August and they were planning a workshop in October. Also, Dan Richardson is working on updating the Town Business listings.

Highway:

- The Highway Superintendent reported they are servicing vehicles and adjusting sanders as they had a little break in the weather.
- Last Sunday morning the Highway Superintendent has a mishap with the town truck as a limb came down while he was out checking the roads. It was reported and is being repaired at Brown's Ford.
- The truck box on the 2008 pick up needs repair. Highway Superintendent Alan Cretser asked the Board to consider repairing it with a flatbed steel box for road repairs and heavy transports on occasions. They would mount it themselves.

Resolution 61

George Cosselman offered Resolution 61 for the Highway to purchase a new flatbed steel box for the 2008 pick up in the amount of approximately \$2,800.00. 2nd by Ivan Duesler. 5 Ayes, carried.

Youth:

- Alan Cretser reported that Calub Blackwell is doing a Boy Scout project at the Ephratah Rec Commission and is doing a fantastic job with shelves and repairs.
- The calendar of events has been made out. They are planning to have the Auto Show on third Thursday evening in August from 5pm till 8pm, they need to check on one other show first. The Historical Society will be holding a fund raiser at the Car Show as they did last year and made out well.

Assessor:

- They have been helping with new Enhanced Exemption and had a good response.
- Anyone turning 65 years of age in 2019 needs to apply before March 1st for the Enhanced Star or Senior Exemption, check with the Assessor's office for details.
- The Assessor, Ms. Yuenger said her office plans to input the information in the System, hoping for a smoother transition.
- They are working on finalizing data collections by January 1st, 2019 and inputting new permits until March 1st, 2019.
- Ms. Yuenger attended an Ethics class last Friday as part of her continued training.

Supervisor:

- Nothing to report.

Historian:

- The Deputy Historian Abby Cretser reported the Historian June Frasier has been researching houses by Saltsman's Hotel.
- Ms. Cretser spoke about the Town that the Ephratah Historical Society fundraiser and is selling Town of Ephratah Historical Society cups, mugs, glasses and mason jars for \$12.00 each. They will be available for sale in January.
- They're next meeting is planned for April.
- They are still looking into replacing the fence at the Michael Cemetery. They plan to send out a letter for donations hoping to raise between \$2 - 3,000 dollars.

New Business:

Resolution 62

Ivan Duesler offered Resolution 62 to adopt the Sexual Harassment Policy adopted by Fulton County. The Compliance officer would be the Supervisor, with a backup Compliance Officer of his Deputy. 2nd by Andrew Chorlton. 5 Ayes, Carried. See Fulton County's Sexual Harassment Prevention Policy.

COUNTY OF FULTON SEXUAL HARASSMENT PREVENTION POLICY

Adopted [Date]

I. POLICY STATEMENT

The County of Fulton is committed to maintaining a workplace free from sexual harassment. Sexual harassment, which includes harassment on the basis of sex, self-identified or perceived sex or gender, sexual orientation, gender identity, gender expression or transgender status, is a form of workplace discrimination. Sexual harassment is considered a serious form of employee misconduct. All employees, interns, volunteers, and non-employees are required to work in a manner that prevents sexual harassment in the workplace. Any employee, intern, volunteer, or non-employee in the workplace who engages in sexual harassment or retaliation will be subject to remedial and/or disciplinary action, up to and including termination. This Policy is one component of Fulton County's commitment to a discrimination-free work environment.¹

Sexual harassment is against the law. All persons have a legal right to a workplace free from sexual harassment. This right can be enforced by filing a complaint internally with the County of Fulton, and/or with a government agency or in court under federal, state or local antidiscrimination laws.

Sexual harassment is offensive, is a violation of our policies, is unlawful, and may subject the County of Fulton to liability for harm to targets of sexual harassment. Harassers may also be individually subject to liability. Those covered by this Policy who engage in sexual harassment, and managers and supervisors who engage in sexual harassment or who knowingly allow such behavior to continue, will be subject to remedial action or discipline in accordance with law or an applicable Collective Bargaining Agreement.

This Policy also prohibits retaliation against individuals who report or complain of sexual harassment or participate in the investigation of a sexual harassment complaint, as further described herein.

Complaints of sexual harassment must be submitted to the Compliance Officer: the Fulton County Director of Personnel. In the event that the Compliance Officer is the subject of the complaint, complaints must be made to the County Attorney. The County of Fulton will conduct a prompt, thorough and confidential investigation that ensures due process for all parties, whenever the County of Fulton or its supervisory or managerial personnel receives a complaint about sexual harassment or retaliation, or otherwise knows of possible sexual harassment occurring. The County of Fulton will keep the investigation confidential to the extent possible. Effective corrective action will be taken whenever sexual harassment or retaliation is found to have occurred. All persons covered by this Policy, including managers and supervisors, are required to cooperate with any internal investigation of sexual harassment.

All employees, interns, volunteers, and non-employees are to report any harassment or behaviors that violate this Policy. The County of Fulton will provide a complaint form for the reporting of harassment and to file complaints. Managers and supervisors are **required** to report **any** complaint that they receive, or any harassment that they observe or become aware of in the workplace. Such reporting must be in written form to the Compliance Officer. Confronting the harasser is not required but is encouraged if the complainant feels it is possible and safe to do so. Anyone covered by this Policy has the right to file a good faith complaint without first communicating with the offender.

¹ Note that other forms of discrimination, as well as harassment based on protected classes or characteristics other than those covered under this policy are covered separately under the County of Fulton's Discrimination and Discriminatory Harassment Policy.

Resolution 63

Andrew Chorlton offered Resolution 63 to reimburse David Rackmyre Jr. for postage in the amount of \$13.40. 2nd by George Cosselman. 5 Ayes, Carried.

Resolution 64

George Cosselman offered Resolution 64 to modify and the Fire Contracts for RGL and Ephratah Fire Departments to include the updated dollar amounts and language on EMT's, the Held Harmless clause and new Fire Department reporting requirements, reporting calls. 2nd by Thomas Miles. 5 Ayes, Carried.

THIS AGREEMENT made this _____ day of _____, 2018

between the TOWN BOARD OF THE TOWN OF EPHRATAH, FULTON COUNTY, NEW YORK (hereinafter referred to as the "Town"), and EPHRATAH VOLUNTEER FIRE DEPARTMENT, INC. (hereinafter referred to as the "Company"), a membership corporation organized under the laws of the State of New York, and located in the Town of Ephratah, County of Fulton and State of New York:

WITNESSETH, that WHEREAS there has been duly established in the said Town of Ephratah a fire protection district known as Ephratah Fire Protection District ("District"), which District embraces certain designated territory within the boundaries of the Town; and

WHEREAS, by resolution passed by the governing board of the Company, this contract with the Town on the terms and conditions hereinafter set forth has been duly authorized;

NOW, THEREFORE, the Town does hereby agree and contract with the Company for fire protection in the territory for the term and payment hereinafter expressed, and the Company agrees to furnish fire protection and emergency and rescue services in the territory and payment expressed herein:

1. The term of the contract is beginning in 2019. Payment shall be made as follows: \$57,500.00 payable on _____, 2019; \$58,500.00 payable on _____, 2020.

(A) The Company will respond to any call for the extinguishment of a fire or to any Emergency rescue and first aid squad occurring in the territory, unless the Company is unable to respond to such a call because of serious conflagration or other emergency to which it has previously responded.

3. In consideration of the fire protection and emergency rescue service given to the territory, the Town agrees to pay to or for the Company and all of the services rendered hereunder, the payment called for herein. No payment will be made until such a time as the Town has received this Fire Protection Contract signed by the Company.

4. It is further understood and agreed that for and in consideration of the moneys paid by the Town pursuant to this contract, the Company shall defend, indemnify and hold harmless the Town on behalf of the District for any and all liability, causes of action and damages, loss or expenses incurred by the Company arising out of the Company's operations, including any loss or damage to or expense incurred in the operation of fire apparatus or other equipment belonging to the Company, and the cost of any materials used in connection with any call for assistance, as provided in Section 209(2) of the General Municipal Law.

5. The Company, as owner of the equipment to be used in answering calls for assistance in

the Town, agrees that it will assume full responsibility for injuries to persons or property or deaths resulting from negligence in the operation of any such equipment while answering any such calls, and will obtain liability insurance therefor. The Company shall provide the Town with a Certificate of Insurance evidencing the existence of such insurance, which Certificate shall name the Town as an additional insured. Such Certificate shall also provide for fifteen (15) days prior written notice to the Town of cancellation or failure to renew such policy.

6. It is expressly understood and agreed that the number of firefighters and the nature of equipment dispatched in answer to calls, the manner of fighting fires, and other operations at the scene of a fire, accident, or other incident to which the Company is called, are matters within the judgment of the chief of the Company and other officers of the said Company who may be in charge at the time, and there shall be no liability upon the Company for any mistake of judgment in connection therewith.

7. (A) The Company shall provide to the Town a summary of activity as to the number and type of calls responded to by the Company. All such information shall be provided in written format at least once per month at or before each monthly Town Board meeting.

(B) The Company agrees that monthly it shall attach the monthly report and file with the Town Clerk of the Town of Ephratah an up-to-date list of all members of the Company, including a list of the Officers and the Board of Directors. Such list shall also indicate those members who are certified paramedics, emergency medical technicians (including advanced or basic) and certified first responders.

8. In accordance with the provisions of Section 109 of the General Municipal Law, the Company is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or its right, title or interest in this Agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Town.

9. 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.

10. The Company and Town acknowledge that the Company is not subject to the provisions of the Open Meetings Law but the Company is subject to the public session at each Company meeting and the public is invited to attend.

11. The Company shall at all times comply with all applicable laws, statutes, codes, rules and regulations.

12. This agreement is governed by the laws of the State of New York.

13. This agreement constitutes the complete understanding of the parties. No modifications

of any provisions thereof shall be valid unless in writing and signed by both parties.

14. No waiver of any breach of any condition of this agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way 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.

15. This agreement shall take effect on the 1st day of January during the term and shall continue in effect for a period of three (3) years, expiring on the 31st day of December of the term.

IN WITNESS WHEREOF, the Parties hereto have caused their respective corporate seals to be hereunto annexed and these presents to be signed by their respective duly authorized officers the day and year first above written.

THE BOARD OF THE TOWN OF EPHRATAH

(SEAL)

By _____
Supervisor

ATTEST:

Clerk of Town of Ephratah

EPHRATAH VOLUNTEER FIRE DEPARTMENT, INC.

(SEAL)

By _____
President

ATTEST:

Secretary

STATE OF NEW YORK)
) SS.:
COUNTY OF FULTON)

On this _____ day of _____, 2018, before me personally came **TODD BRADT**, Supervisor of the TOWN OF EPHRATAH, Fulton County, New York, and _____, Town Clerk of the TOWN OF EPHRATAH, Fulton County, New York, to me known and known to me, who being by me duly sworn, did depose and say that they reside in the Town of Ephratah, New York; that they are Supervisor and Town Clerk of the said Town and that they executed the foregoing instrument on behalf of the Town of Ephratah, pursuant to a Resolution passed at a meeting of the Town Board of Ephratah held on the _____ day of _____, 2018, and that the seal of the Town Board of the Town of Ephratah was affixed pursuant to said Resolution and they signed their names thereto by like order.

Notary Public
My Commission Expires:

STATE OF NEW YORK)
) SS.:
COUNTY OF FULTON)

On this _____ day of _____, 2018, before me personally came _____, to me known and known to me to be the _____ of the EPHRATAH VOLUNTEER FIRE DEPARTMENT, INC., and _____, to me known and known to me to be the Secretary of the aforesaid fire company, who, being by me duly sworn, did depose and say that they reside in the Town of Ephratah, Fulton County, New York; that they are the _____ and the Secretary, respectively, of the aforesaid fire company, and that they executed the foregoing instrument on behalf of the said Ephratah Volunteer Fire Department, Inc., pursuant to a Resolution passed at a meeting of the fire company held on the _____ day of _____, 2018, and that the seal of the aforesaid fire company was affixed pursuant to said Resolution, and they signed their names thereto by like order.

Notary Public
My Commission Expires:

THIS AGREEMENT made this _____ day of _____, 2018

between the TOWN BOARD OF THE TOWN OF EPHRATAH, FULTON COUNTY, NEW YORK (hereinafter referred to as the "Town"), and ROCKWOOD-GAROGA-LASSELLSVILLE VOLUNTEER FIRE COMPANY, INC. (hereinafter referred to as the "Company"), a membership corporation organized under the laws of the State of New York, and located in the Town of Ephratah, County of Fulton and State of New York:

WITNESSETH, that WHEREAS there has been duly established in the said Town of Ephratah a fire protection district known as Rockwood-Garoga-Lassellsville Fire Protection District ("District"), which District embraces certain designated territory within the boundaries of the Town; and

WHEREAS, by resolution passed by the governing board of the Company, this contract with the Town on the terms and conditions hereinafter set forth has been duly authorized;

NOW, THEREFORE, the Town does hereby agree and contract with the Company for fire protection in the territory for the term and payment hereinafter expressed, and the Company agrees to furnish fire protection and emergency and rescue services in the territory and payment expressed herein:

1. The term of the contract is three (3) years beginning in 2019. Payment shall be made as follows: \$69,500.00 payable on _____, 2019; \$71,000 payable on _____, 2020;

and \$72,500.00 payable _____, 2021.

(A) The Company shall at all times during the period of this Agreement be subject to call for attendance upon any fire occurring in said District, and when notified by alarm or telephone call from any person therein of a fire therein, such Company shall respond and attend upon the fire without delay with one or more companies and with suitable ladder, pumping and hose apparatus of the Company. Upon arriving at the scene of the fire, the firemen of the Company attending shall proceed diligently and in every way reasonably suggested to the extinguishment of the fire, and the saving of life and property in connection therewith.

2. The Company will respond to any call for the extinguishment of a fire or to any Emergency rescue and first aid squad occurring in the territory, unless the Company is unable to respond to such a call because of serious conflagration or other emergency to which it has previously responded.

3. In consideration of the fire protection and emergency rescue service given to the territory, the Town agrees to pay to or for the Company and all of the services rendered hereunder, the payment called for herein. No payment will be made until such a time as the Town has received this Fire Protection Contract signed by the Company.

4. It is further understood and agreed that for and in consideration of the moneys paid by the Town pursuant to this contract, the Company shall defend, indemnify and hold harmless the Town on behalf of the Rockwood-Garoga-Lassellsville Fire Protection District for any and all liability, causes of action and damages, loss or expenses incurred by the Company arising out of the Company's operations, including any loss or damage to or expense incurred in the operation of fire apparatus or other equipment belonging to the Company, and the cost of any materials used in connection with any call for assistance, as provided in Section 209(2) of the General Municipal Law.

5. The Company, as owner of the equipment to be used in answering calls for assistance in the Town, agrees that it will assume full responsibility for injuries to persons or property or deaths resulting from negligence in the operation of any such equipment while answering any such calls, and will obtain liability insurance therefor. The Company shall provide the Town with a Certificate of Insurance evidencing the existence of such insurance, which Certificate shall name the Town as an additional insured. Such Certificate shall also provide for fifteen (15) days prior written notice to the Town of cancellation or failure to renew such policy.

6. It is expressly understood and agreed that the number of firefighters and the nature of equipment dispatched in answer to calls, the manner of fighting fires, and other operations at the scene of a fire, accident, or other incident to which the Company is called, are matters within the judgment of the chief of the Company and other officers of the said Company who may be in charge at the time, and

there shall be no liability upon the Company for any mistake of judgment in connection therewith.

7. (A) The Company shall provide to the Town a summary of activity as to the number and type of calls responded to by the Company. All such information shall be provided in written format at least once per month at or before each monthly Town Board meeting.

(B) The Company agrees that monthly it shall attach the monthly report and file with the Town Clerk of the Town of Ephratah an up-to-date list of all members of the Company, including a list of the Officers and the Board of Directors. Such list shall also indicate those members who are certified paramedics, emergency medical technicians (including advanced or basic) and certified first responders.

8. In accordance with the provisions of Section 109 of the General Municipal Law, the Company is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or its right, title or interest in this Agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Town.

9. 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.

10. The Company and Town acknowledge that the Company is not subject to the provisions of the Open Meetings Law but the Company is subject to the public session at each Company meeting and the public is invited to attend.

11. The Company shall at all times comply with all applicable laws, statutes, codes, rules and regulations.

12. This agreement is governed by the laws of the State of New York.

13. This agreement constitutes the complete understanding of the parties. No modifications of any provisions thereof shall be valid unless in writing and signed by both parties.

14. No waiver of any breach of any condition of this agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way 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.

15. This agreement shall take effect on the 1st day of January during the term and shall continue in effect for a period of three (3) years, expiring on the 31st day of December of the term.

IN WITNESS WHEREOF, the Parties hereto have caused their respective corporate seals to be hereunto annexed and these presents to be signed by their respective duly authorized officers the day and

year first above written.

THE BOARD OF THE TOWN OF EPHRATAH

(SEAL)

By _____
Supervisor

ATTEST:

Clerk of Town of Ephratah

ROCKWOOD-GAROGA-LASSELLSVILLE
VOLUNTEER FIRE COMPANY, INC.

(SEAL)

By _____
President

ATTEST:

Secretary

STATE OF NEW YORK)
) SS.:
COUNTY OF FULTON)

On this _____ day of _____, 2018, before me personally came **TODD BRADT**, Supervisor of the TOWN OF EPHRATAH, Fulton County, New York, and _____, Town Clerk of the TOWN OF EPHRATAH, Fulton County, New York, to me known and known to me, who being by me duly sworn, did depose and say that they reside in the Town of Ephratah, New York; that they are Supervisor and Town Clerk of the said Town and that they executed the foregoing instrument on behalf of the Town of Ephratah, pursuant to a Resolution passed at a meeting of the Town Board of Ephratah held on the _____ day of _____, 2018, and that the seal of the Town Board of the Town of Ephratah was affixed pursuant to said Resolution and they signed their names thereto by like order.

Notary Public
My Commission Expires:

STATE OF NEW YORK)
) SS.:
COUNTY OF FULTON)

On this _____ day of _____, 2018, before me personally came _____, to me known and known to me to be the _____ of the ROCKWOOD-GAROGA-LASELLSVILLE VOLUNTEER FIRE COMPANY, INC., and _____, to me known and known to me to be the Secretary of the aforesaid fire company, who, being by me duly sworn, did depose and say that they reside in the Town of Ephratah, Fulton County, New York; that they are the _____ and the Secretary, respectively, of the aforesaid fire company, and that they executed the foregoing instrument on behalf of the said Ephratah Volunteer Fire Department, Inc., pursuant to a Resolution passed at a meeting of the fire company held on the _____ day of _____, 2018, and that the seal of the aforesaid fire company was affixed pursuant to said Resolution, and they signed their names thereto by like order.

Notary Public
My Commission Expires:

Unfinished Business

- The LED lights will be discussed at the next meeting on January 9th, at regular time.
- The Town Board set the Organizational meeting for January 1st, 2019 at 9am.

George Cosselman made a motion to adjourn the meeting. 2nd by Andrew Chorlton. 5 Ayes, Carried. Time: 6:39 pm.

Respectfully submitted,

Cynthia A. Wesselmann
Town Clerk, Town of Ephratah