

Regular Meeting

The Regular Meeting of the Ephratah Town Board was held at 6 PM on Wednesday, November 10th, 2021 at the Ephratah Town Hall. Roll call found the following members present:

Supervisor	Todd Bradt
Councilman	Ivan Duesler - absent
Councilman	George Cosselman
Councilman	Andrew Chorlton
Councilwoman	Eleanor Smith
Clerk	Cynthia Wesselmann
Hwy Superintendent	Alan Cretser
Code Enforcement Officer	Devon Percival
Attorney	Michael Albanese

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

Eleanor Smith made a motion to accept the meeting minutes from the regular meeting on October 13th, 2021. 2nd by Andrew Chorlton. 4 ayes, carried.

Eleanor Smith made a motion to pay General bills, Abstract #11, claim 521 thru 531 in the amount of \$26,270.23. 2nd by George Cosselman. 4 ayes, carried.

Eleanor Smith made a motion to pay Highway bills, Abstract #11, claim 509 thru 520 in the amount of \$40,903.23. 2nd by George Cosselman. 4 ayes, carried.

Communications:

- The Ephratah Transfer Station will be closed on Thursday, November 25th for the Thanksgiving Holiday. They will be open Saturday, November 27th regular hours of 8am until 4pm.
- There is a NYS Anti-Harassment Training following the meeting. The course instructor is Renee M Ralph. Completion certificates will be given out following the training and completion.
- The Historical Society has 2022 Calendars on sale in the clerk's office for \$6.00 each. The theme is now and then.

Public Hearing for RGL Fire Contract 6:15pm

- Supervisor Todd Bradt opened the RGL Fire Contract public hearing at 6:15pm for public comment.

Reports:

Code Enforcement Officer:

- Code Enforcement, Devon Percival is working with residents on a few permits. There is a demo in process on Rte 29; a roof replacement on Co Hwy 140; and several others he is working with, see his report on file. He did want the Town Board to know that Ted Frank's properties have evictions in progress to get them cleaned up. There has been more complaints and concerns with a trailer located on the property and additional debris brought in.
- Representative from Carver were in attendance at the Town Board meeting. They asked the Town Board to support the modifications they were requesting to make to their permit through the APA as follows:

- In support of the Carver Sand & Gravel request to modify the APA Permit to a maximum of 30 blasts yearly in lieu of their current limit of 18 blasts
- This increased blast quantity will allow them flexibility between production blasts and blasts for specialty rock
- Ultimately when looking at the same quantity of material blasted in a given year, the average size of blasts will be reduced when taken over a larger number of blasts
- Carver Sand & Gravel shall follow all blasting requirements within their NYSDEC and NYSAPA permits and follow best management practices to mitigate any potential effects of blasting

Mr. Percival requested the range of the blasts. Carver is requesting extra blasts and fluctuations depending on the jobs and material needed. Ms. Ralph noted the current permit didn't regulate the blasts, only the number of blasts. Carver reiterated that they want to be good neighbors and will get the Code Enforcer the additional information. Mr. Percival will compile the data collected and the Town opted to table the discussions until the December 8th Town Board meeting. The current APA permit doesn't expire until Oct 2022.

- Any questions or concerns, please call (518) 928-9360.

Planning Board:

- Code Enforcement said they have a couple things coming up, including a property split.

Highway:

- Highway Superintendent Alan Cretser said they are getting the trucks ready for winter. He submitted a quote for Tracey Road Equipment for mounts on the tractors. Highway Mechanic Steve Cornaire said he is working on the equipment and assured the Town Board that they are salvaging any and all parts from the tractor they have to reduce costs.
- Mr. Cretser said Joe Moore Logging is requesting to use the haul road.
- He also told the Town Board about a 2017 International truck he found for approximately \$55,000, following a bid offer. He is hoping to get reimbursed or be allowed to use some of the chips monies.
- Mr. Cretser also noted that he went to a luncheon with Mr. Smullen and they are attempting to change the wording of Extreme Winter funding to Extreme Weather allowing for more flexibility throughout the year with the funding.

Resolution 73

Eleanor Smith made a motion to accept Resolution 73 to authorize Highway Superintendent Alan Cretser to order and purchase two mounts for the tractors, from Tracey Road Equipment, in the amount of \$11,054.62 each. 2nd by George Cosselman. 4 ayes, carried.

Resolution 74

Andrew Chorlton made a motion to accept Resolution 74 to allow Joe Moore to use the haul road behind the barn for logging as he has done in the past, providing he submit his insurance certificate. 2nd by George Cosselman. 4 ayes, carried.

Resolution 75

Andrew Chorlton made a motion to accept Resolution 75 to authorize Highway Superintendent Alan Cretser to purchase a 2017 International truck for \$55,000. 2nd by George Cosselman. 4 ayes, carried.

Public Hearing to Adopt the 2022 Preliminary Budget

- Supervisor Todd Bradt opened the Public Hearing to hear any public comment on Adopting the Preliminary Town Budget for 2022.

Andrew Chorlton made a motion to close the public hearing for the RGL Fire contract. 2nd by George Cosselman. 4 ayes, carried.

Resolution 76

George Cosselman made a motion to accept Resolution 76 to accept the RGL Fire contract as follows:

THIS AGREEMENT made this 10th day of November, 2021 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 2022. Payment shall be made as follows: \$74,000.00 payable on February 1st, 2022; \$75,500.00 payable on February 1st, 2023; and \$77,000.00 payable February 1st, 2024.

(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 year at or before each monthly Town Board meeting.

(B) The Company agrees that annually it shall attach the yearly 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.

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.

2nd by Andrew Chorlton. 4 ayes, carried.

Youth:

- Alan Cretser they have been shut down for the winter and they are still waiting on Sara Gray's letter of resignation.

Assessor:

- The Assessor has no report at this time.
- Any questions or concerns, please contact their office extension at (518) 762-5688.

Supervisor:

- Mr. Bradt said the 2022 Preliminary Budget was up 1.5%. The supervisor's report was submitted and on file.

Historian:

- The Historian June Frasier showed the Town Board members pictures that were donated dated 4/15/91 of the Fical, Michael, Dempster and Lassellsville Cemeteries and School.
- Next Wednesday will be last Historical Society meeting of the year.

Unfinished Business:

- The Ambulance Service has been staying at Station #1. The contract hasn't started with the County yet, but negotiations are still underway.

New Business

- The Supervisor Todd Bradt will serve as the delegate for the Association of Towns.

Resolution 77

George Cosselman made a motion to accept Resolution 77 to pay the Mirabito Fuel oil bill in the amount of \$680.96. 2nd by Andrew Chorlton. 4 ayes, carried.

Eleanor Smith made a motion to close the Public Hearing for the 2022 Preliminary Budget. 2nd by Andrew Chorlton. 4 Ayes, carried.

Resolution 78

Andrew Chorlton made a motion to accept Resolution 78 to accept and adopt the 2022 Preliminary Budget, becoming the 2022 Town of Ephratah Budget. 2nd by George Cosselman. 4 ayes, carried.

George Cosselman made a motion to adjourn the town board meeting. 2nd by Eleanor Smith. 4 Ayes, carried. Time 6:45pm

Respectfully submitted,

Cynthia A. Wesselmann
Town Clerk, Town of Ephratah