RESOLUTION 52-2022

AT A MEETING of the Town Board of the Town of Groveland, held at the Town Hall, 4955 Aten Road, Town of Groveland, County of Livingston, State of New York, on the 11th day of August 2022 at 9:00 a.m. there were:

Present: Bill Devine, Supervisor
Sandra Bean, Deputy Supervisor & Councilmember
Steve Atterbury, Councilmember
Amy Hunter, Councilmember
John Macauley, Councilmember

Budget Amendment 2022 GF Budget as follows:

Increase GF Revenue – A3005 (Mortgage Tax) $5,320.00
Decrease GF Revenue – A1081 (PILOT) $5,320.00

Approval requested to reclassify voucher numbered 100 of abstract 5 to Alliance Door and Hardware, Inc. along with voucher numbered 170 of abstract 7 to Martin's Door Service LLC. from General Fund A1620.4 to A1620.2 due to a clerical error. The original voucher was coded incorrectly.

The adoption of the foregoing RESOLUTION was duly out in vote on motion of Councilmember and seconded by Councilmember and the results were carried with nay, ayes. Roll Call Votes: Supervisor Devine, aye/ nay; Deputy Supervisor & Councilmember Bean, aye/ nay; Councilmember Atterbury, aye/ nay; Councilmember Hunter, aye/ nay; Councilmember Macauley, aye/ nay.

Dated: August 11, 2022

Under the Hand and Seal of Town Clerk

Town of Groveland
Fire Contract Public Hearing

Notice is hereby given that the Groveland Volunteer Fire Department has filed their proposed fire contract of five (5) years for the fiscal year beginning January 1, 2023 through December 31, 2027 has been completed and filed in the office of the Town Clerk at 4955 Aten Road, Groveland NY and is open for inspection during regular office hours.

Pursuant to New York Town Law Section 184 Fire Protection Districts Further notice is hereby given that the Town Board of Groveland will meet and review said contract, and holds a public hearing at the Town Hall, 4955 Aten Road at 9:00 a.m. on August 11, 2022. Any person may be heard in favor or against the proposed five (5) year contract as complied or for against any item or items therein contained.

Kimberly Burgess, Town Clerk
Run Date: July 28, 2022
By order of the Town Board

RESOLUTION 53-2022

AT A MEETING of the Town Board of the Town of Groveland, held at the Town Hall, 4955 Aten Road, Town of Groveland, County of Livingston, State of New York, on the11th day of August 2022 9:00 a.m. there were:

Present: Bill Devine, Supervisor
Sandra Bean, Deputy Supervisor & Councilmember
Steve Atterbury, Councilmember
Amy Hunter, Councilmember
John Macauley, Councilmember

WHEREAS, the Town Board has met at the time and place at its regular meeting to review the proposed five year service contract effective January 1, 2023 through December 31, 2027 with the Groveland Volunteer Fire Department Inc. , and

WHEREAS, Fire Department President, Kevin Niedermaier has been authorized by the Groveland Volunteer Fire Department Inc. to negotiate a five year contract, now therefore be it;

RESOLVED, the town board did hold a public hearing for the agreement, AND

FURTHER BE IT RESOLVED this Town Board does hereby accept the five year agreement effective January 1, 2023 through December 31, 2027 of $122,221.74 and renewed each year thereafter with a 2.5% increase for each year until December 31, 2027, annual schedule:

2023: $122,221.74
2024: $125,277.28
2025: $128,409.21
2026: $131,619.44
2027: $134,909.93

The adoption of the foregoing RESOLUTION was duly out in vote on motion of Councilmember and seconded by Councilmember and the results were carried with nay, ayes. Roll Call Votes: Supervisor Devine, aye/ nay; Deputy Supervisor & Councilmember Bean, aye/ nay; Councilmember Atterbury, aye/ nay; Councilmember Hunter, aye/ nay; Councilmember Macauley, aye/ nay.

Dated: August 11, 2022

Under the Hand and Seal of Town Clerk

Agreement

Fire Protection Services

THIS AGREEMENT, made the____ day of _____, 2023, by and between the Town of Groveland, a municipal corporation situated in the County of Livingston, State of New York with offices located at 4955 Aten Road, Groveland, New York 14462 (hereinafter referred to as "Town") and the Groveland Volunteer Fire Department, Inc., a not for profit corporation organized under the laws of the State of New York with offices located at 7428 Groveland Station Road, Groveland, New York 14462 (hereinafter referred to as "Fire Department)

WITNESSETH:

WHEREAS, there has been duly established in the Town of Groveland, County of Livingston, State of New York, a fire protection district consisting of the entire geographic boundary of the Town of Groveland;

WHEREAS, the Town provides fire protection services to its fire protection district through a contract with the Fire Department; and

WHEREAS, the Fire Department will maintain adequate and suitable apparatus, equipment and training for providing of fire protection to the Town; and

WHEREAS, such fire protection services are vital and necessary to the health, safety, and welfare of the inhabitants of the Town's fire protection district; and

WHEREAS, Town Law Section 184 permits a Town to contract with an incorporated Fire Department who maintains adequate and suitable apparatus, equipment and training for the furnishing of fire protection; and

WHEREAS, a public hearing has been duly held in accordance with Town Law; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties hereto mutually agree as follows;

PROVISIONS OF FIRE PROTECTION SERVICES

The Fire Department will provide the Town with fire protection services as defined below on an on-going basis within the Town's Fire Protection District.

Fire Protection shall include responding to any fire or rescue operation occurring within the fire protection district. Fire Protection Services provided will include, but not limited to the following; interior and exterior fire ground operations, motor vehicle collision, hazardous material response at a defensive level, non-emergency assistance on a case by case basis.

The Fire Department will participate in the Livingston County Fire Mutual aid plan.

The Fire Department will utilize the Incident Command System to manage fire ground operations and resources.

The Town understands that proper training and equipment are needed to provide such services and the funding provided is granted to support such purposes. The Fire Department shall not be responsible for performing inspections of buildings and properties in the fire protection district but does reserve the right to perform walkthroughs and visual inspections to properly pre-plan and prepare for situations and emergencies.

The services provided are limited by the manpower and equipment available at any one time.

TERM

The term of this agreement shall commence on January 1, 2023 and shall continue for a period of five (5) years unless sooner terminated as herein provided. The annual increase is 2.5% each year.

COMPENSATION

The Town shall pay to the Fire Department the following definite sum for all of the services rendered hereunder for the following years:

2023: $122,221.74

2024: $ 125,277.28

2025: $ 128,409.21

2026: $ 131,619.44

2027: $ 134,909.93

The Town will make the above payments as soon as practicable and will endeavor to make such payments as soon as funds become available from the county, but no later than April 15th of each year.

The Town will provide coverage and benefits to the Firefighters through the Volunteer Firefighters Benefit Law insofar as it is required by law.

INSURANCE

The Fire Department will maintain liability insurance sufficient to insure itself against claims for torts resulting in personal injuries in an amount of no less than One Million Dollars ($1,000,000.00). The Fire Department shall maintain automobile insurance for injuries arising out of the operation of emergency vehicles in an amount of no less than One Million Dollars

($1,000,000.00). The Fire Department shall name the Town as an additional insured in said insurance policies.

The Town will receive each year a Certificate of Liability Insurance from the Fire Department naming the Town as an additional insured.

The Fire Department shall ensure that the Town receives notice of any terminations or suspensions of such insurance or change of insurance carriers. The Fire Department agrees to defend, indemnify and hold the Town harmless for any acts of the Fire Department arising out of this agreement or supplemental.

NOTICES

All notices, requests, demands, and other communications required or permitted to be given hereunder shall be in writing, and shall be deemed duly given if delivered by hand or mailed to the parties at the above addresses.

All communications from the Town to the Fire department will be directed to the President of the Fire Department or his/her designee.

All communications from the Fire Department to the Town will be directed to the Town Supervisor or his/her designee.

SAVING CLAUSE

If any provision of this Agreement is determined to be legally invalid, inoperative or unenforceable, only that particular provision shall be affected, such determination shall have no effect whatsoever on any other provision of this Agreement, and all other provisions shall remain in full force and effect. Should the law be amended such that any term of this Agreement shall be rendered null and void or unenforceable, or should the law require a provision in this Agreement that is not presently recited, such Agreement shall be deemed amended as of the effective date of the amendment to the law.

WAIVER

No delay or failure to exercise any remedy or right occurring upon any default shall be construed as a waiver of such remedy or right, or an acquiescence in such default, nor shall; it affects any subsequent default of the same or a different nature. All rights and remedies herein conferred shall be in addition to and not exclusive of any other rights or remedies now or hereafter existing at law or in equity.

HEADINGS

All headings and captions in this Agreement are for convenience only. They shall not be deemed part of this Agreement and shall in no way limit, extend or describe the scope or intent of any provisions hereof.

FURTHER ASSURANCES

The parties shall execute and deliver all documents, provide all information and take or forebear from all such actions as may be necessary to achieve the purposes set forth in this Agreement.

The Fire Department will provide and deliver annually all financial documents consisting of income, expenses, and liabilities to the Town associated with the funding provided by Agreement and provide a financial statement of income from the annual fund raiser. In good faith on or before June 30th annually the Fire Department will provide the Town the annual financial statement.

BINDING EFFECT

This Agreement shall be binding upon and shall insure to the benefit of the parties hereto and their respective heirs, executor, administrators, successors, and assigns. The public shall not be deemed a third-party beneficiary of this Agreement.

COUNTERPARTS

This Agreement may be executed in counterparts and each such counterpart, when taken together, shall constitute a single and binding Agreement.

GOVERNINGLAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. The County of Livingston in the State of New York is hereby designated as the place of trial for any action or proceeding arising from or in any way connected to this Agreement.

NO ASSIGNMENT

In accordance with the provisions of Section 109 of the General Municipal Law of the State of New York, each Party is hereby prohibited from assigning, transferring, conveying, or otherwise disposing of this Agreement, or its power to execute this Agreement, to any other person or corporation without the express consent of the other party. Any such assignment or disposition without such consent shall be void and unenforceable.

TRUCK FUND

The Fire Department agrees to transfer to the truck fund account a minimum amount of $25,000.00 yearly from the contract funds for the purpose of purchasing new or quality used fire trucks and/or updating existing equipment.

ENTIRE AGREEMENT

This Agreement is the entire agreement among the parties and shall not be changed, except by a written document signed by the parties to be changed. This Agreement supersedes all prior agreements between the parties.

IN WITNESS WHEREOF, the parties hereto have set their respective hands and seals on the day and year set opposite their signatures.

Town of Groveland

By:_____

Supervisor

By:_____

Deputy Supervisor

By:_____

Councilman

By:_____

Councilman

By:_____

Councilman

Dated:_____

Groveland Volunteer Fire Department, Inc.

By:_____

President

By:_____

Chief

Date:_____

RESOLUTION 54 -2022

AT A MEETING of the Town Board of the Town of Groveland, held at the Town Hall, 4955 Aten Road, Town of Groveland, County of Livingston, State of New York, on the 11th day of August 2022 at 9:00 a.m. there were:

Present: Bill Devine, Supervisor
Sandra Bean, Deputy Supervisor & Councilmember
Steve Atterbury, Councilmember
Amy Hunter, Councilmember
John Macauley, Councilmember

RESOLVED, the Groveland Town Board adopts the updated 2022 Fee Schedule as follows
*Fee scheduled attached to resolution

The adoption of the foregoing RESOLUTION was duly out in vote on motion of Councilmember and seconded by Councilmember and the results were carried with nay, ayes. Roll Call Votes: Supervisor Devine, aye/ nay; Deputy Supervisor & Councilmember Bean, aye/ nay; Councilmember Atterbury, aye/ nay; Councilmember Hunter, aye/ nay; Councilmember Macauley, aye/ nay.

Dated: August 11, 2022

Under the Hand and Seal of Town Clerk

Cemetery, Code Enforcement Fee Schedule for Building & Zoning Permits, & Applications

1. Single Family Dwelling	.20/sqft min. $50.00
2. Multiple Family Dwelling	.20/sqft min. $50.00
3. Additions – as per occupancy	
4. Alterations – as per occupancy	
5. Basement, Foundation, Crawl Space, only	$50.00
6. Plumbing or Electric Permit	$50.00
7. Garage – Attached or Detached	.10/sqft min. $25.00
8. Porch & Deck	.10/sqft min. $25.00
9. Accessory Building	.10/sqft min. $25.00
10. Agriculture Building	$25.00
11. Chimney; Fireplace; woodstove; Gas appliances, Generator	$30.00
12. Sign Permit	$25.00 res. $50.00 bus.
13. Pools	$30.00 decks not incl.
14. Demolition	$25.00
15. Commercial – Assembly, Business, Institutional & Mercantile	.20sqft min. $25.00
a.) Large Commercial Non Agricultural Impact/Truss Process Fee - $150+ any applications fees	
16. Soil Erosion Permit – with other permits	$5.00 w/ permits
17. Soil Erosion Permit w/o other permits	$25.00
18. Flood Permit	$5.00
19. Zoning Application – when building permit not required	$25.00
20. Fuel Tank Removal – per tank	$25.00 up to 500 gal. $50.00 up to 5000 gal $75.00 over 5000 gal
21. Renewal of Permits – up to 2 renewals	$25.00 each
22. Temporary Certificate of Occupancy	$25.00 – 1st $50.00 – 2nd $75.00 – 3rd
23. Visual Certificate of Completion/ Placards	$50.00
24. Work without a Permit	$30.00
25. Stop Work Order	$100.00
26. Amended Permit Fee	.20/sqft min $25.00
27. Site Plan Applications – residential	$50.00
28. Site Plan Application – all but residential	$75.00
29. Subdivision- Minor – up to 4 lots	$50.00 plus $10 each lot
30. Subdivision- Major – 4 or more lots	$100.00 plus $10 each lot

31. Wind Tower Applications	$ 75.00 Residential/tower $150.00 Commercial/tower
32. Solar Energy Systems - On site use under 1 Megawatt -Non Residential Off Site Use over 26 Kilowatts but under 1 Megawatt -Non Residential Off Site use over 1 Megawatt	$ 50.00 Tier 1 $ 1,000.00 Tier 2 $ 1,500.00 Tier 2
33. Special Use & Variance Applications	$ 35.00
34. Large Commercial Non Agricultural Impact Process Fee	$150+ App. Fees
35. Fire Inspections	$ 50.00 Missed Appt.
36. Attorney/Engineer Fees – reimbursable from applicant	Cost to town per contract w/applicable applications
37. Assessable/Handicap Ramps	Variance/Permit fee waived
38. Return Dishonored Check Fee	$ 20.00
39. Dog Replacement Tag	$ 15.00
40. Highway Permit – Road digging	$100.00
40. Water Fill Station	$0.25/ 50 gallons

Cemetery Fees beginning 4/1/2021:

Purchase of single plot/grave	$ 500
Open/Close for single burial	$ 475 +$150 Sunday/Holiday
Open/Close for single cremation	$ 300 +$150 Sunday/Holiday
Foundation Installation Cost	$ 28.00 per cubic ft. a minimum of $250.00

Cemetery Fees beginning 4/1/2022:

Purchase of single plot/grave	$ 500
Open/Close for single burial	$ 500 +$150 Sunday/Holiday
Open/Close for single cremation	$ 325 +$150 Sunday/Holiday
Foundation Installation Cost	$ 28.00 per cubic ft. a minimum of $250.00