



Town of Chenango

Town Board Agenda

Wednesday, December 21, 2022 - 5:00 PM

Town Hall / Community Room

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1. PLEDGE OF ALLEGIANCE	
2. ROLL CALL	
3. OPEN FORUM	
Guests shall speak in an orderly fashion and are limited to remarks of five (5) times minutes or less. The speaker shall deliver their comments or concerns in a civil tone and without the use of profanity, personal attacks, or other disruptive behavior which may result in the offender's removal from the meeting. The speaker shall not be interrupted except in a matter of urgency.	
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[2023 Priorities for Town Board
Town Board Projects](#)

13. OPEN FORUM

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14. MEETING AND PUBLIC HEARING REMINDERS

- 14.1.
- December 27, 2022 - Zoning Board of Appeals Meeting, 7:00pm
 - January 4, 2022 - Town Board Meeting, 5:00pm
 - January 9, 2022 - Planning Board Meeting, 7:00pm
 - January 11, 2022 - Town Board Meeting, **6:00pm**

15. ADJOURNMENT

FRANCHISE AGREEMENT

This Franchise Agreement (“Franchise”) is between the Town of Chenango, New York, hereinafter referred to as the “Grantor” and Spectrum Northeast, LLC, an indirect subsidiary of CHARTER COMMUNICATIONS, INC., hereinafter referred to as the “Grantee.”

WHEREAS, in a full public proceeding affording due process to all parties, Grantor considered and found adequate and feasible Grantee’s plans for constructing and operating the cable television system and providing cable service, and Grantor considered and determined that the financial condition, character, legal and technical ability of the Grantee are sufficient to provide services, facilities and equipment necessary to meet the future cable-related needs of the community; and

WHEREAS, the Grantor does not dispute that the Grantee has substantially complied with the material terms of the current Franchise under applicable laws, that this Franchise complies with New York Public Service Commission’s (“NYPSC”) franchise standards under Title 16, Chapter VIII, Part 895 of the Official Compilation of Codes, Rules and Regulations of the State of New York, and that the grant of a nonexclusive franchise to Grantee is consistent with the public interest; and

WHEREAS, the Grantor and Grantee have complied with all federal and State-mandated procedural and substantive requirements pertinent to this franchise renewal; and

WHEREAS, Grantor desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein;

***NOW, THEREFORE**, the Grantor and Grantee agree as follows:*

SECTION 1 Definition of Terms

1.1 Terms. For the purpose of this franchise the following terms, phrases, words and their derivations shall have the meaning ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time (the “Cable Act”), unless otherwise defined herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word “shall” is mandatory and “may” is permissive. Words not defined shall be given their common and ordinary meaning.

- A. “Cable System,” “Cable Service,” and “Basic Cable Service” shall be defined as set forth in the Cable Act.
- B. “Board” shall mean the governing body of the Grantor.
- C. “Cable Act” shall mean the Cable Communication Policy Act of 1984, as amended, 47 U.S.C. §§ 521, et. seq.

- D. "Channel" shall mean a portion of the electromagnetic frequency spectrum which is used in a cable system and which is capable of delivering a television channel.
- E. "Equipment" shall mean any poles, wires, cable, antennae, underground conduits, manholes, and other conductors, fixtures, equipment and other facilities used for the maintenance and operation of physical facilities located in the Streets, including the Cable System.
- F. "FCC" shall mean the Federal Communications Commission and any successor governmental entity thereto.
- G. "Franchise" shall mean the non-exclusive rights granted pursuant to this Franchise to construct operate and maintain a Cable System along the public ways within all or a specified area in the Franchise Area.
- H. "Franchise Area" shall mean the geographic boundaries of the Grantor, and shall include any additions thereto by annexation or other legal means.
- I. "Gross Revenue" shall mean all revenue, as determined in accordance with generally accepted accounting principles, actually received by the Grantee from the Subscribers residing within the Franchise Area for Cable Services purchased by such Subscribers on a regular, recurring monthly basis. Gross Revenue shall not include: (1) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including, the franchise fee and any state or federal regulatory fees; (2) unrecovered bad debt; (3) credits, refunds and deposits paid to Subscribers; (4) any exclusions available under applicable State law
- J. "Person" shall mean an individual, partnership, association, organization, corporation, trust or governmental entity.
- K. "Service Area" shall mean the area described in subsection 6.1 herein.
- L. "Standard Installation" shall mean installations to residences and buildings that are located up to 150 feet from the point of connection to Grantee's existing distribution system.
- M. "State" shall mean the State of New York.
- N. "Street" shall include each of the following located within the Franchise Area: public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, easements, rights of way and similar public ways and extensions and additions thereto, including but not limited to public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Grantor in the Franchise Area, which shall entitle the Grantee to the use thereof for the purpose of installing, operating, extending, repairing and maintaining the Cable System.

- O. "Subscriber" shall mean any Person lawfully receiving Cable Service from the Grantee.

SECTION 2 Grant of Franchise

2.1 Grant. The Grantor hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to erect, construct, extend, operate and maintain in, upon, along, across, above, over and under the Streets, now in existence and as may be created or established during its terms, all Equipment, including the Cable System. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal or State law.

2.2 Term. The Franchise and the rights, privileges and authority hereby granted shall be for an initial term *of ten (10) years*, commencing on the Effective Date of this Franchise as set forth in Section 15.13.

2.3 Police Powers. The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance necessary to the safety, health, and welfare of the public, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. This Franchise is a contract and except as to those changes which are the result of the Grantor's lawful exercise of its general police power, the Grantor may not take any unilateral action which materially changes the mutual promises in this contract.

2.4 Restoration of Municipal Property. Any municipal property damaged or destroyed by Grantee shall be promptly repaired or replaced by the Grantee and restored to serviceable condition.

2.5 Cable System Franchise Required. No Cable System shall be allowed to occupy or use the streets or public rights-of-way of the Franchise Area or be allowed to operate without a Cable System Franchise.

SECTION 3 Franchise Renewal

3.1 Procedures for Renewal. The Grantor and the Grantee agree that any proceedings undertaken by the Grantor that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, or any such successor statute.

SECTION 4 Indemnification and Insurance

4.1 Indemnification. The Grantee shall, by acceptance of the Franchise granted herein, defend the Grantor, its officers, boards, commissions, agents, and employees for all claims for injury to any Person or property caused by the negligence of Grantee in the construction or operation of the Cable System and in the event of a determination of liability shall indemnify and hold Grantor, its officers, boards, commissions, agents, and employees harmless from any and all liabilities, claims, demands, or judgments growing out of any injury to any Person or property as a result of the negligence of Grantee arising out of the construction, repair, extension, maintenance, operation or removal of its wires, poles or other equipment of any kind or character used in connection with the operation of the Cable System, provided that

the Grantor shall give the Grantee written notice of its obligation to indemnify the Grantor at least ten (10) days prior to the deadline for a response to the claim, or within thirty (30) days of receipt of a claim or action pursuant to this section if no such deadline exists. In the event any such claim arises, the Grantor shall tender the defense thereof to the Grantee and the Grantee shall have the right to defend, settle or compromise any claims arising hereunder and the Grantor shall cooperate fully herein. If the Grantor determines in good faith that its interests cannot be represented by the Grantee, the Grantee shall be excused from any obligation to represent the Grantor. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify the Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of the Grantor or for the Grantor's use of the Cable System.

4.2 Insurance.

- A. The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	\$1,000,000 per occurrence, \$2,000,000 General Aggregate
Auto Liability including coverage on all owned, non-owned hired autos	\$1,000,000 per occurrence Combined Single Limit
Umbrella Liability	\$1,000,000 per occurrence

- B. The Grantor shall be added as an additional insured, arising out of work performed by Grantee, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.
- C. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.

SECTION 5 **Service Obligations**

5.1 No Discrimination. Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers, Channel users, or general citizens on the basis of race, color, religion, national origin, age or sex. Grantee shall not deny access to Cable Service to any group of potential residential subscribers because of the income of the residents of the local area in which such group resides.

5.2 Privacy. The Grantee shall fully comply with the privacy rights of Subscribers as contained in Cable Act Section 631 (47 U.S.C. § 551).

SECTION 6 **Service Availability**

6.1 Service Area. Subject to applicable law, the Grantee shall continue to provide Cable Service to all residences within the Franchise Area where Grantee currently provides Cable Service (the "Service Area") in accordance with the provisions of Section 895.5 of the regulations of the NYPSC. Grantee shall have the

right, but not the obligation, to extend the Cable System into any other portion of the Franchise Area, including annexed areas. Cable Service offered to Subscribers pursuant to this Franchise shall be conditioned upon Grantee having legal access on reasonable terms and conditions to any such Subscriber's dwelling unit or other units wherein such Cable Service is provided.

6.2 Abandonment of Service. Grantee shall not abandon any Cable Service or portion thereof without the Grantor's written consent.

6.3 New Development Underground. In cases of new construction or property development where utilities are to be placed underground, the Grantor agrees to require as a condition of issuing a permit for open trenching to any developer or property owner that such developer or property owner give Grantee at least thirty (30) days prior written notice of such construction or development, and of the particular dates on which open trenching will be available for Grantee's installation of conduit, pedestals and/or vaults, and laterals to be provided at Grantee's expense. Grantee shall also provide specifications as needed for trenching. Costs of trenching and easements required to bring service to the development shall be borne by the developer or property owner; except that if Grantee fails to install its conduit, pedestals and/or vaults, and laterals within fifteen (15) working days of the date the trenches are available, as designated in the written notice given by the developer or property owner, then should the trenches be closed after the fifteen day period, the cost of new trenching is to be borne by Grantee.

6.4 Annexation. The Grantor shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Cable Service by the Grantee or its affiliates. Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days 'written notice from the Grantor, subject to the conditions set forth below and Section 6.1 above. The Grantor shall also notify Grantee in writing of all new street address assignments or changes within the Franchise Area. Grantee shall within ninety (90) days after receipt of the annexation notice, pay the Grantor franchise fees on revenue received from the operation of the Cable System to provide Cable Services in any area annexed by the Grantor if the Grantor has provided a written annexation notice that includes the addresses that will be moved into the Franchise Area in an Excel format or in a format that will allow Grantee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Franchise Area, Grantee shall pay franchise fees within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent by certified mail, return receipt requested to the addresses set forth in Section 15.7 with a copy to the Director of Government Affairs. In any audit of franchise fees due under this Franchise, Grantee shall not be liable for franchise fees on annexed areas unless and until Grantee has received notification and information that meets the standards set forth in this section.

SECTION 7

Construction and Technical Standards

7.1 Compliance with Codes. All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code.

7.2 Construction Standards and Requirements. Grantee shall construct and maintain its Equipment using materials of good and durable quality and shall ensure

that all work involved in the construction, installation, maintenance, and repair of the Cable System shall be performed in a safe, thorough and reliable manner.

7.3 Safety. The Grantee shall at all times employ ordinary care and shall use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage.

7.4 Network Technical Requirements. The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in part 76 of the FCC's rules and regulations as may be amended from time to time. The Cable System shall provide for a minimum Channel capacity of at least seventy-seven (77) Channels.

SECTION 8

Conditions on Street Occupancy

8.1 General Conditions. Grantee shall have the right to utilize existing poles, conduits and other facilities whenever possible, and shall not construct or install any new, different, or additional poles, conduits, or other facilities on public property provided Grantee is able to access existing poles, conduits, or other facilities on reasonable terms and conditions.

8.2 Underground Construction. The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground. In the event Grantor or any agency thereof directly or indirectly reimburses any utility for the placement of cable underground or the movement of cable, Grantee shall be similarly reimbursed.

8.3 Construction Codes and Permits. Grantee shall obtain all legally required permits before commencing any construction work, including the opening or disturbance of any Street within the Franchise Area, provided that such permit requirements are of general applicability and such permitting requirements are uniformly and consistently applied by the Grantor as to other public utility companies and other entities operating in the Franchise Area. The Grantor shall cooperate with the Grantee in granting any permits required, providing such grant and subsequent construction by the Grantee shall not unduly interfere with the use of such Streets.

8.4 System Construction. All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. The Grantee shall, at all times, employ ordinary care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures placed in any public way by the Grantee shall be placed in such a manner as not to interfere with the usual travel on such public way.

8.5 Restoration of Public Ways. Grantee shall, at its own expense, restore any damage or disturbance caused to the public way as a result of its operation, construction, or maintenance of the Cable System to a condition reasonably comparable to the condition of the Streets immediately prior to such damage or disturbance.

8.6 Tree Trimming. Grantee or its designee shall have the authority to trim trees on public property at its own expense as may be necessary to protect its wires and facilities.

8.7 Relocation for the Grantor. The Grantee shall, upon receipt of reasonable advance written notice, to be not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of Grantee when lawfully required by the Grantor pursuant to its police powers. Grantee shall be responsible for any costs associated with these obligations to the same extent all other users of the Grantor rights-of-way are responsible for the costs related to the relocation of their facilities.

8.8 Relocation for a Third Party. The Grantee shall, on the request of any Person holding a lawful permit issued by the Grantor, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Street as necessary any property of the Grantee, provided that the expense of such is paid by any such Person benefiting from the relocation and the Grantee is given reasonable advance written notice to prepare for such changes. The Grantee may require such payment in advance. For purposes of this subsection, "reasonable advance written notice" shall be no less than ten (10) business days in the event of a temporary relocation and no less than one hundred twenty (120) days for a permanent relocation.

8.9 Reimbursement of Costs. If funds are available to any Person using the Streets for the purpose of defraying the cost of any of the foregoing, the Grantor shall reimburse the Grantee in the same manner in which other Persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Grantor shall make application for such funds on behalf of the Grantee.

8.10 Emergency Use. Grantee shall comply with 47 U.S.C. 544(g) and all regulations issued pursuant thereto with respect to an Emergency Alert System ("EAS").

SECTION 9 **Service and Rates**

9.1 Phone Service. The Grantee shall maintain a toll-free telephone number and a phone service operated to receive complaints and requests for repairs or adjustments at any time.

9.2 Notification of Service Procedures. The Grantee shall furnish each Subscriber at the time service is installed, written instructions that clearly set forth information concerning the procedures for making inquiries or complaints, including the Grantee's name, address and local telephone number. Grantee shall give the Grantor notice of any changes in rates, programming services or Channel positions in accordance with applicable law.

9.3 Rate Regulation. The rates and charges for Cable Service provided pursuant to this Franchise shall be subject to regulation in accordance with federal law. If and when exercising rate regulation, the Grantor shall abide by the terms and conditions

set forth by the FCC. Nothing herein shall be construed to limit the Grantee's ability to offer or provide bulk rate discounts or promotions.

9.4 Continuity of Service. It shall be the right of all Subscribers to continue receiving Cable Service insofar as their financial and other obligations to the Grantee are honored, and subject to Grantee's rights under Section 15.2 of this Franchise.

9.5 Upon the Effective Date, Grantee will offer, without charge and on a voluntary basis, one outlet of and equipment for, Basic Cable Service to the locations listed below, provided that the locations are located up to 150 feet from Charter's existing distribution system:

Chenango Town Hall

1529 NY Route 12

Binghamton, NY 13901

Chenango Highway Garage

1529 NY Route 12

Binghamton, NY 13901

SECTION 10 **Franchise Fee**

10.1 Amount of Fee. Grantee shall pay to the Grantor an annual franchise fee in an amount equal to three percent (3%) of the annual Gross Revenue. Franchise fees may be passed through to Subscribers as a line item on Subscriber bills or otherwise as Grantee chooses, consistent with federal law. The amount of franchise fee and the method of calculation shall be equal when compared to the amount or method of calculation of the franchise fee in any other cable franchise or authorization to provide video service granted by Grantor. In the event any other cable franchise or authorization to provide video service provides for a lesser franchise fee than this Franchise, Grantee's obligation to pay a franchise fee under this Section 10.1 shall be reduced by an equivalent amount.

10.2 Payment of Fee. Payment of the fee due the Grantor shall be made on a quarterly basis, within sixty (60) days of the close of each calendar quarter. The payment period and the collection of the franchise fees that are to be paid to the Grantor pursuant to the Franchise shall commence sixty (60) days after the Effective Date of the Franchise as set forth in Section 15.13. In the event of a dispute, the Grantor, if it so requests, shall be furnished a statement of said payment, reflecting the Gross Revenues and the applicable charges. No acceptance of any payment shall be construed as an accord that the amount paid is in fact the correct amount, nor shall such acceptance of payment be construed as a release of any claim the Grantor may have for further or additional sums payable under the provisions of this Franchise.

10.3 Accord and Satisfaction. No acceptance of any payment by the Grantor shall be construed as a release or as an accord and satisfaction of any claim the Grantor may have for additional sums payable as a franchise fee under this Franchise.

10.4 Limitation on Recovery. The period of limitation for recovery of any franchise fee payable hereunder shall be six (6) years from the date on which payment by the Grantee was due. If any undisputed Franchise payment or recomputed payment is not made on or before the dates specified herein, Grantee shall pay an interest charge, computed from the last day of the fiscal year in which payment was due, at the annual rate of one (1%) percent over the prime interest rate.

SECTION 11

Transfer of Franchise

11.1 Franchise Transfer. Grantee shall provide at least sixty days' notice to Grantor prior to completion of a transaction that results in the sale, transfer, or assignment of the Franchise. The Franchise granted hereunder shall not be assigned, other than by operation of law or to an entity controlling, controlled by, or under common control with the Grantee, without the prior consent of the Grantor, such consent not to be unreasonably withheld or delayed. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System to secure indebtedness. Within thirty (30) days of receiving a request for review covered by this Section, the Grantor shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Grantor has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the Grantor shall be deemed given.

SECTION 12

Records

12.1 Inspection of Records. Grantee shall permit any duly authorized representative of the Grantor, upon receipt of advance written notice, to examine during normal business hours and on a non-disruptive basis any and all of Grantee's records pertaining to Grantee's provision of Cable Service in the Franchise Area maintained by Grantee as is reasonably necessary to ensure Grantee's compliance with the material terms of the Franchise. Such notice shall specifically reference the subsection of the Franchise that is under review so that the Grantee may organize the necessary books and records for easy access by the Grantor. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years, except for books and records showing the calculation of Gross Revenue and payment of Franchise Fees, which shall be maintained for six (6) years. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act. The Grantor agrees to treat as confidential any books, records or maps that constitute proprietary or confidential information to the extent Grantee makes the Grantor aware of such confidentiality. If the Grantor believes it must release any such confidential books or records in the course of enforcing this Franchise, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by State and federal law, it shall deny access to any of Grantee's books and records marked confidential, as set forth above, to any Person.

SECTION 13**Public Education and Government (PEG) Access**

13.1 PEG Access. Grantee shall make available channel capacity for non-commercial, video programming for public, educational and governmental (“PEG”) access use in accordance with Section 895.4 of the NYPSC regulations and will comply with the minimum standards set forth therein. Such PEG channel capacity may be shared with other localities served by Grantee’s cable system, and Grantor hereby authorizes Grantee to transmit PEG access programming authorized herein to such other localities. The tier of service on which such PEG channel(s) may be placed shall be determined by Grantee in accordance with applicable law.

SECTION 14**Enforcement or Revocation**

14.1 Notice of Violation. If the Grantor believes that the Grantee has not complied with the terms of the Franchise, the Grantor shall first informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Grantor shall notify the Grantee in writing of the exact nature of the alleged noncompliance (the “Violation Notice”).

14.2 Grantee’s Right to Cure or Respond. The Grantee shall have thirty (30) days from receipt of the Violation Notice to (i) respond to the Grantor, contesting the assertion of noncompliance, or (ii) to cure such default, or (iii) if, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Grantor of the steps being taken and the projected date that they will be completed.

14.3 Public Hearing. If the Grantee fails to respond to the Violation Notice received from the Grantor, or if the default is not remedied within the cure period set forth above, the Board shall schedule a public hearing if it intends to continue its investigation into the default. The Grantor shall provide the Grantee at least twenty (20) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, notice of which shall be published by the Clerk of the Grantor in a newspaper of general circulation within the Grantor in accordance with subsection 15.8 hereof. At the hearing, the Board shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days. The decision of the Board shall be made in writing and shall be delivered to the Grantee. The Grantee may appeal such determination to an appropriate court. The Grantee may continue to operate the Cable System until all legal appeals procedures have been exhausted. Nothing in this Franchise, including the enforcement provisions set forth in this Section 14.3, shall prevent Grantee or Grantor from filing at any time a legal action in any permissible court or tribunal seeking a declaration or enforcement of Grantor’s or Grantee’s rights or obligations under the Franchise.

14.4 Enforcement. Subject to applicable federal and State law, in the event the Grantor, after the hearing set forth in subsection 14.3 above, determines that the Grantee is in default of any provision of the Franchise, the Grantor may:

- A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or

- B. Commence an action at law for monetary damages or seek other equitable relief; or
- C. In the case of a substantial default of a material provision of the Franchise, seek to revoke the Franchise itself in accordance with subsection 14.5 below.

14.5 Revocation.

- A. Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If the Grantor has not received a satisfactory response from Grantee, it may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise. The public hearing shall be conducted in accordance with the requirements of Section 14.3 above.
- B. Notwithstanding the above provisions, the Grantee reserves all of its rights under federal law or regulation.
- C. Upon revocation of the Franchise, Grantee may remove the Cable System from the Streets of the Grantor, or abandon the Cable System in place.

SECTION 15

Miscellaneous Provisions

15.1 Compliance with Laws. Grantor and Grantee shall conform to all applicable state and federal laws and rules regarding cable television as they become effective. Grantee shall also conform with all generally applicable Grantor ordinances, resolutions, rules and regulations heretofore or hereafter adopted or established during the entire term of the Franchise. In the event of a conflict between Grantor ordinances, resolutions, rules or regulations and the provisions of this Franchise, the provisions of this Franchise shall govern.

15.1.1 Employment Practices. Grantee will not refuse to hire, nor will it bar or discharge from employment, nor discriminate against any person in compensation or in terms, conditions, or privileges of employment because of age, race, creed, color, national origin, or sex.

15.2 Force Majeure. The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work

delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

15.3 Minor Violations. Furthermore, the parties hereby agree that it is not the Grantor's intention to subject the Grantee to forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Franchise Area, or where strict performance would result in practical difficulties or hardship to the Grantee which outweighs the benefit to be derived by the Grantor and/or Subscribers.

15.4 Action of Parties. In any action by the Grantor or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

15.5 Equal Protection. If any other provider of cable services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the Grantor or by any other State or federal governmental entity to provide such services using facilities located wholly or partly in the public rights-of-way of the Grantor, the Grantor shall ensure that the terms applicable to such other provider are no more favorable or less burdensome than those applicable to Grantee. If the authorization applicable to such other provider contains franchise fee, PEG, free service, right-of-way, or other terms imposing monetary or regulatory burdens that are less costly or less burdensome than the corresponding obligations imposed upon Grantee, Grantor shall, within thirty (30) days of a written request from Grantee, modify this Franchise to ensure that the corresponding obligations applicable to Grantee are no more costly or burdensome than those imposed on the new competing provider. If the Grantor fails to make modifications consistent with this requirement, Grantee agrees not to enforce such corresponding obligations in this Franchise beyond the requirements imposed by the less costly or less burdensome obligations in such competing provider's authorization. As an alternative to the equal protection procedures set forth herein, the Grantee shall have the right and may choose to have this Franchise with the Grantor be deemed expired thirty (30) days after written notice to the Grantor. Nothing in this Franchise shall impair the right of the Grantee to terminate this Franchise and, at Grantee's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity. Nothing in this Section 15.5 shall be deemed a waiver of any remedies available to Grantee under federal, state or municipal law, including but not limited to Section 625 of the Cable Act, 47 U.S.C. § 545.

15.6 Change in Law. Notwithstanding any other provision in this Franchise, in the event any change to state or federal law occurring during the term of this Franchise eliminates the requirement for any person desiring to provide video service or Cable Service in the Franchise Area to obtain a franchise from the Grantor, then Grantee shall have the right to terminate this Franchise and operate the Cable System under the terms and conditions established in applicable law. If Grantee chooses to terminate this Franchise pursuant to this provision, this Franchise shall be deemed to have expired by its terms on the effective date of any such change in law, whether or not such law allows existing franchise agreements to continue until the date of expiration provided in any existing franchise.

15.7 Notices. Unless otherwise provided by federal, State or local law, all notices pursuant to this Franchise shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, nationally or internationally recognized courier service such as Federal Express or electronic mail communication to the designated electronic mail address provided below. As set forth above, notice served upon the Grantor shall be delivered or sent to:

Grantor: Honorable Jo Anne Klenovic
Supervisor, Town of Chenango
1529 State Route 12
Chenango, NY 13901

Email:
supervisor@townofchenango.com

Grantee: Lauren Kelly
Director, Government Affairs
100 Town Centre Dr.
Rochester, NY 14623

Email: lauren.kelly@charter.com

Copy to: Charter Communications
Attn: Vice President,

Government Affairs

Suite 400W

601 Massachusetts Ave NW,
Washington, DC 20001

15.8 Public Notice. Minimum public notice of any public meeting relating to this Franchise or any such grant of additional franchises, licenses, consents, certificates, authorizations, or exemptions by the Grantor to any other Person(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way shall be by publication at least once in a newspaper of general circulation in the area at least ten (10) days prior to the meeting and a posting at the administrative buildings of the Grantor.

15.8.1 Grantor shall provide written notice to Grantee within ten (10) days of Grantor's receipt from any other Person(s) of an application or request for a franchise(s), license(s), consent(s), certificate(s), authorization(s), or exemption(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way. Any public hearings to consider such application or request shall have the same notice requirement as outlined in Paragraph 15.8 above.

15.9 Severability. If any section, subsection, sentence, clause, phrase, or portion of this Franchise is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Franchise.

15.10 Entire Agreement. This Franchise and any Exhibits hereto constitute the entire agreement between Grantee and the Grantor and they supersede all prior or contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof.

15.11 Administration of Franchise. The Board or such other person as may be designated and supervised by the Board is responsible for the continuing administration of the Franchise. This Franchise is a contract and neither party may take any unilateral action that materially changes the mutual promises and covenants contained herein. Any changes, modifications or amendments to this Franchise must be made in writing, signed by the Grantor and the Grantee. Any determination by the Grantor regarding the interpretation or enforcement of this Franchise shall be subject to de novo judicial review.

15.12 NYPSC Approval. This Franchise is subject to the approval of the NYPSC. Grantee shall file an application for such approval with the NYPSC within sixty (60) days after the date the Franchise is approved by Grantor and accepted by Grantee. Grantee shall also file any necessary notices with the FCC.

15.13 Effective Date. The Franchise granted herein will take effect and be in full force from the date of approval by the NYPSC ("Effective Date"). If any fee or grant that is passed through to Subscribers is required by this Franchise, other than the franchise fee, such fee or grant shall go into effect sixty (60) days after the Effective Date of this Franchise.

15.14 No Third Party Beneficiaries. Nothing in this Franchise is intended to confer third-party beneficiary status on any person other than the parties to this Franchise to enforce the terms of this Franchise.

Considered and approved this ___ day of _____, 20_____.

Town of Chenango

Signature:

Name/Title:

Accepted this ___ day of _____, 20_____, subject to applicable federal and State law.

Spectrum Northeast, LLC, By Its
Manager, Charter Communications, Inc.

Signature:

Name/Title:

Derin Kraack

Work Session Report

November 21, 2022

1. I have submitted the annually required 284 agreements. It is too early to know how prices will fluctuate so I have anticipated the high end of 2022 with a 20% escalation. I sincerely hope that it goes the other way or at least stays the same.
2. Equipment replacement schedule. I am working on gathering the information for replacement of one of 6-wheel plow trucks. It is my intention to piggyback off the Onondaga County contract as we have done in the past. I plan on having this for your review at the January 11, 2023, meeting and to be voted on at the next meeting.
3. Plow incident. We have an incident on the 15th of December. The department followed all protocols as established by our Safety Manual.
4. The search for a highway mechanic is still ongoing. An applicant was invited to interview but he declined. The vacant Light Equipment Operator position is also being reposted.
5. The new radios have been installed in the trucks and in the building.

Ordinance Report NOVEMBER 2022

Building Permits

	Residential	Commercial
Received	6-McCormick, Clink, Starr, Van Doorn, Juran, Schultheis	2-Little House in the Prairies (2)
Issued	7	2
Inspections	17	2
C of O	1	
C of C	9	2

Building Permit Fees Collected: \$ 395.00

Special Permits

Type of Permit	# Permits Received	Permit Fees Paid	Applicant(s)
Sign		\$	
Site Plan		\$	
Variances	2	\$ 180.00	Cornell, Sickles
Other	2	\$ 180.00	Longo, Baker (Special Permits)

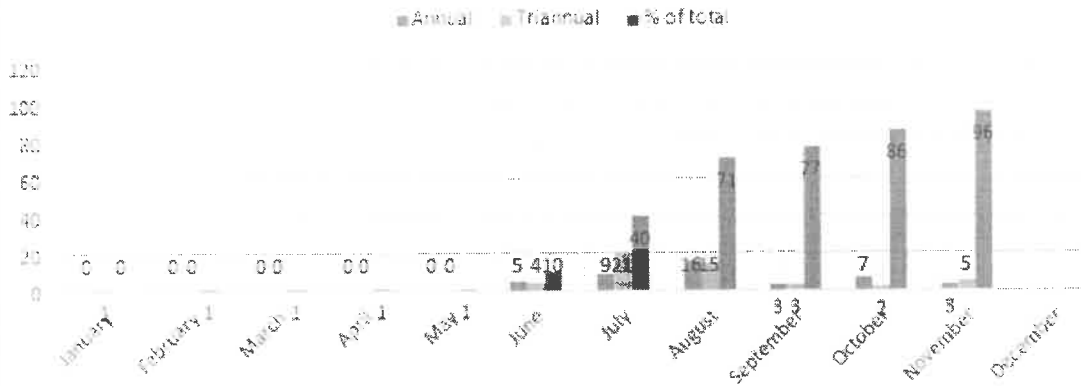
Fees Collected Total: \$ 360.00

Total Amount Brought in by the Ordinance Department for November: \$ 410.00

Fire Inspections

	Total	Previously Done	New This Month	% Completed
Annual	47	40	5	96%
Tri-Annual	51	46	3	96%

Fire Inspections 2022



Complaints

Complaint Type	# of Complaints received through Oct 2022	New in Nov	Closed in Nov	Total Closed 2022	Open
Property Maintenance	70	4	5	50	24
Open Storage garbage/debris	1			1	0
Open Burning/smoke	7	1		7	1
Junk Vehicles	16		1	12	4
Grass/undergrowth	24		2	20	4
Noise	10			9	1
Operating a business	1			1	0
BWOP	14	1	1	9	6
Rec vehicles/trailers	19			16	3
Totals	162	6	9	125	43

December 12, 2022

To the Town Board,

With respect to the implementation of code software, my position is as follows:

1. I was not involved in the decision to acquire new software, nor do myself or my assistants currently see the need for new software. Williamson Law's existing capabilities are adequate for our day-to-day responsibilities.
2. The purchase price for Muncity is around \$65,000 (or was) with an annual maintenance fee that will approach or exceed \$10,000 per year within 5 years.
3. The annual maintenance fee for Williamson is \$1,000.
4. The \$65,00 for the purchase of Muncity was not budgeted for in 2022, only \$8,500 for maintenance. (See attached document).
5. The implementation framework for Muncity is lengthy with respect to time and customer commitment. (See attached document).
6. We spoke with other users of Muncity who claimed that when it works, it works well. However, technical support is less than desirable when problems arise.

In summary, the code office is comfortable with the software we are currently using and will research the options for another software package in the future should the need arise.

Respectfully,

Gavin Stiles Ordinance Dept.

Timeline of Ordinance Software and Impact on 2022 Budget

- Per the minutes for the 10/21/21 TBWS, the Board agreed to add \$65,000 to the 2022 Budget to cover the cost of the new software. However, there was no mention in the minutes of adding additional funds for software maintenance.
- At the 10/27/21 TBWS the Board passed a resolution to make modifications from the Tentative Budget to the Preliminary Budget. The \$65,000 for the software purchase was not included in the attachment to the resolution, however, \$8,500 for software maintenance was included. The reason for one to be included in the resolution and not the other is not known. The resolution for the changes from the Tentative Budget to the Preliminary Budget was passed by all 5 Board members.
- Per the minutes of the 11/10/21 TBWS, Gene Hulbert referenced a discussion with John Freer in which he said John was working on the software and it would be “done and implemented before he is done working.” John’s last scheduled day in the office was the day before Thanksgiving of 2021. This commitment by John Freer was not met.
- Per the minutes of the 11/17/21 TBWS, John Freer reassured the Board that the implementation would be done by the end of the year. Once again, this commitment was not met.

Phase 1

- **Discovery** - Gather Legacy Data, Workbook Completion, Print Outs, Review Current Software and Reports

Customer time commitment 6 to 8 hours a week over 4 to 6 weeks

Phase 2

- **Initial Configuration** - Legacy Data Conversion, Initial Workbook Configuration and Printouts built out in system

Customer time commitment 1 to 2 hours a week to over 4 to 6 weeks

Phase 3

- **Process and Data Review** - Review Legacy Data in Municipity 5 and Walk-Through Initial Process Configuration, make build decisions with customer project team

Customer time commitment 6 to 8 hours a week, number of weeks depends on the programs of work

Phase 4

- **Testing and Rework** - Cleanup and fixes to data and processes based on feed back from previous phase, end user process testing

Customer time commitment 6 to 8 hours a week, number of weeks depends on the programs of work

Phase 5

- **Training and Go-Live** - All Users complete online training, Trainer onsite for One-On-One Support, Final Data Conversion and Go-Live

This phase takes 3 weeks, the first week users will need to commitment 6 hours a day to classes

Phase 6

- **Go-Live Project Support** -Following Go Live Regularly Scheduled meetings to review issues changes and then transfer to helpdesk

Customer should expect to commitment 1 hour a week during this phase over 4 to 6 weeks

December 14, 2022

To the Town Board,

I would like the Board to consider establishing a resolution requiring a fee for the amendment / renewal of building permits. The code office would like to send letters requiring those with expired permits to renew and financially support their permits. The fee will support the additional work required from the code office as well as incentivize the applicant to comply moving forward. The importance of gaining compliance cannot be understated. Lending institutions, insurance companies, and underwriters are increasingly asking for zoning compliance letters. Zoning compliance letters returned in violation can result in financial hardship for homeowners. I am requesting a fee of half the original permit for said renewals.

§ 25-4 Building Permits

Time limits. Building permits shall become invalid unless the authorized work is commenced within six months following the date of issuance. Building permits shall expire 12 months after the date of issuance. A building permit which has become invalid or which has expired pursuant to this subsection may be renewed upon application by the permit holder, payment of the applicable fee, and approval of the application by the Code Enforcement Officer.

J.

Revocation or suspension of building permits. If the Code Enforcement Officer determines that a building permit was issued in error because of incorrect, inaccurate or incomplete information, or that the work for which a building permit was issued violates the Uniform Code or the Energy Code, the Code Enforcement Officer shall revoke the building permit or suspend the building permit until such time as the permit holder demonstrates that:

(1)

All work then completed is in compliance with all applicable provisions of the Uniform Code and the Energy Code; and

(2)

All work then proposed to be performed shall be in compliance with all applicable provisions of the Uniform Code and the Energy Code.

K.

Fee. The fee specified in or determined in accordance with the provisions set forth in § 25-17 (Fees) of this chapter must be paid at the time of submission of an application for a building permit, for an amended building permit, or for renewal of a building permit.

§25-17 Fees

A fee schedule shall be established by resolution of the Town Board of the Town of Chenango. Such fee schedule may thereafter be amended from time to time by like resolution. The fees set forth in, or determined in accordance with, such fee schedule or amended fee schedule shall be charged and collected for the submission of applications, the issuance of building permits, amended building permits, renewed building permits, certificates of occupancy or certificates of compliance, temporary certificates, operating permits, fire safety and property maintenance inspections, and other actions of the Code Enforcement Officer described in or contemplated by this chapter.

Respectfully,

Gavin Stiles
Code Office

Town of Chenango Monthly Report

Date: 10/24/22

Nature of Complaint: Running at large

Response: Returned dog back to

Date: 10/26/22

Nature of Complaint: Running at large

Response: Circulated with no results.

Date: 10/30/22

Nature of Complaint: Running at large

Response: Responded to _____ where the dog was already returned to and spoke with the owner who stated they are trying to find a new home for the dog

Date: 11/1/22

Nature of Complaint: Check welfare of dog At _____

Response: Responded to the above location and observed 3 dogs through the window inside. I did not receive a answer upon knocking. Upon further investigation, I responded to _____ street and spoke with and individual who state it's her son who loves At _____ street and he is sick so she could not let me in. I referred this complaint to the Humane Society. It was also determined the dogs at this address were not licensed.

Date: 11/16/22

Nature of Complaint: Deceased puppies

Response: Deputy Linebaugh stated _____ was being cleaned out and dead puppies appeared to be buried in the back yard. Referred this case to the Humane Society.

Town of Chenango Monthly Report

Date: 11/19/2022

Nature of Complaint: Barking dog complaint.

Response: At approximately 1:07 p.m, I received a complaint in regards to a dog barking in the area and they wanted to know what actions could be taken. The complainant then described the barking dog as possibly a Saint Bernard but was unsure of exactly which house it belonged to but stated he believed Hoffman Dr, Binghamton, NY 13901 located on the Town of Chenango. The complainant was unsure if this was the barking dog but did recall seeing this dog. I advised the complainant that I would look into this matter and attempt to speak with the dog owner.

Upon arrival to Hoffman Dr, I observed a dog matching the complainants description at Hoffman Dr. At this time, I spoke to the dog owner who introduced me to his dog which appeared to be well trained and stated he did not believe it was his dog barking as there are several other dogs in the area it could have been. Based on the dogs behavior while at this residence, I personally don't have any reason to believe it was this dog.

I then proceeded to Hoffman Dr. the original address provided and attempted to make contact however no one was home. At this time, I left a door hanger on their door knob requesting them to contact me via phone. Shortly after, I received a call back and I inquired if there were any dogs located at their residence which they replied "yes I have two". I advised them that we had received a call in regards to a barking dog in the area and asked if it may have been their dogs. They stated that earlier they had let their dogs out for about 15 minutes or so and it could have been them but were unsure. I advised them to be mindful when letting there dogs out to assure they don't bark and disturb neighbors. Nothing further at this time.

Date: 11/22/22

Nature of Complaint: Running at large

Response: Responded to Carmichael drive and returned dogs back to there owner.

Date: 11/22/22

Nature of Complaint: Check Welfare

Response: Responded to Kattelville and observed the dog wasn't on a chain.

Town of Chenango Monthly Report

Date: 12/2/22

Nature of Complaint: Running at large

Response: Negative results upon arrival.

Date: 12/4/22

Nature of Complaint: Running at large

Response: Negative results upon arrival.

RESOLUTION NO. _____

RESOLUTION APPROVING ABSTRACT NO. 23

At a regular meeting of the Town Board of the Town of Chenango, held on the 21st day of December 2022, the following resolution was offered and seconded:

RESOLVE to pay the attached and incorporated herein Abstract of Bills. Abstract 23, dated December 14, 2022.

General Fund - Voucher Nos. 813-865; Check Nos. 5612-5653 totaling the sum of \$63,410.73.

Highway Fund - Voucher Nos. 285-294; Check Nos. 1906-1915, totaling the sum of \$2,513.86.

Water Fund - Voucher Nos. 225-237; Check Nos. 1867-1878 totaling the sum of \$11,159.28.

Sewer Fund - Voucher Nos. 329-343; Check Nos. 2263-2275 totaling the sum of \$14,640.06.

Special Districts – Voucher Nos. 28; Check Nos. 1195 totaling the sum of \$400.82.

Capital Projects – Voucher Nos. 32-34; Check Nos. 1100 & 1102, Voided Check No. 1101 totaling the sum of \$1,052.27.

WHEREAS, this resolution shall take effect immediately.

Offered by:

Seconded by:

CERTIFICATION

I, Lizanne Tiesi-Korinek, do hereby certify that I am the Town Clerk of the Town of Chenango and that the foregoing constitutes a true, correct and complete copy of a resolution duly adopted by the Town Board of the Town of Chenango at a meeting thereof held at Town Hall, 1529 NY RT 12, Binghamton, NY on this 21st day of December, 2022. Said resolution was adopted by the following roll call vote:

Jo Anne Klenovic, Supervisor _____
Dave Johnson, Councilperson _____
Frank Carl, Councilperson _____
Gene Hulbert, Councilperson _____
Jim DiMascio, Councilperson _____

Town of Chenango Seal

Dated: December 21, 2022

Lizanne Tiesi-Korinek
Town Clerk, Town of Chenango

RESOLUTION NO. _____

RESOLUTION APPROVING FIREMAN APPLICATION

The Town Board of the Town of Chenango, **duly** convened in Regular Session, December 21, 2022, does hereby RESOLVE as follows:

SECTION 1. WHEREAS, the Chenango Fire Company has proposed the following membership of **Adam Hofmann**, and

WHEREAS, the required certificates have been received, and

WHEREAS, this **Board** has carefully considered this application, now therefore, it is hereby

SECTION 2. RESOLVED, that **Adam Hofmann** from Chenango Fire Company is hereby approved as a member of the respective fire company, effective immediately.

Offered by:

Seconded by:

CERTIFICATION

I, Lizanne Tiesi-Korinek, do hereby certify that I am the Town Clerk of the Town of Chenango and that the Foregoing constitutes a true, correct and complete copy of a resolution duly adopted by the Town Board of the Town of Chenango at a meeting thereof held at Town Hall, 1529 NY RT 12, Binghamton, NY on this 21st day of December 2022. Said resolution was adopted by the following roll call vote:

Supervisor, Jo Anne Klenovic	_____
Councilperson, Frank Carl	_____
Councilperson, Jim DiMascio	_____
Councilperson, Gene Hulbert, Jr.	_____
Councilperson, Dave Johnson	_____

Town of Chenango Seal

Dated: December 21, 2022

Lizanne Tiesi-Korinek

RESOLUTION NO. _____

Resolution Authorizing Budget Transfer for Crane Truck

At a regular meeting of the Town Board of the Town of Chenango, held on the 21st day of December, 2022, the following resolution was offered and seconded:

WHEREAS, the Town Board wishes to allocate \$12,000.00 from Highway to Sewer in recognition of the Highway Department taking control of the Sewer Department’s crane truck; and

WHEREAS, the Highway Department’s budget line DA5130.200 has adequate available budgeted dollars to allow for this transfer to occur and no budget modification is needed; and the transaction will be recorded as a revenue in line G2665 Sale of Equipment in the Sewer fund; and

WHEREAS, the Board after due deliberation wishes to memorialize this transfer.

NOW, THEREFORE BE IT RESOLVED that the Town Board hereby authorizes the Town Bookkeeper to execute any and all financial transactions needed to effectuate such transfer; and

BE IT FURTHER RESOLVED that this resolution will take effect immediately.

CERTIFICATION

I, Lizanne Tiesi-Korinek, do hereby certify that I am the Town Clerk of the Town of Chenango and that the foregoing constitutes a true, correct and complete copy of a resolution duly adopted by the Town Board of the Town of Chenango at a meeting thereof held at Town Hall, 1529 NY RT 12, Binghamton, NY on this 21st day of December, 2022. Said resolution was adopted by the following roll call vote:

- Supervisor Jo Anne Klenovic _____
- Councilperson David Johnson _____
- Councilperson Gene Hulbert Jr. _____
- Councilperson Frank Carl _____
- Councilperson Jim DiMascio _____

Town of Chenango Seal

Dated: December 21, 2022

Lizanne Tiesi-Korinek

RESOLUTION NO. _____

Resolution Authorizing Use of ARPA Funds for Change Orders for Kelly Road Culvert Replacement Project

At a regular meeting of the Town Board of the Town of Chenango, held on the 21st day of December, 2022, the following resolution was offered and seconded:

WHEREAS, the Town Board authorized certain change orders on the Kelly Road Culvert Project in the amount of \$24,584.00; and

WHEREAS, the Town Board has previously discussed the use of American Rescue Plan Funds for such change orders; and

WHEREAS, the Board after due deliberation wishes to memorialize the use of ARPA funds for the previously authorized project. .

NOW, THEREFORE BE IT RESOLVED that the Town Board hereby authorizes the Town Bookkeeper to execute any and all financial transactions needed to effectuate the use of ARPA funds for the project; and

BE IT FURTHER RESOLVED that this resolution will take effect immediately.

Offered by:

Seconded by:

CERTIFICATION

I, Lizanne Tiesi-Korinek, do hereby certify that I am the Town Clerk of the Town of Chenango and that the foregoing constitutes a true, correct and complete copy of a resolution duly adopted by the Town Board of the Town of Chenango at a meeting thereof held at Town Hall, 1529 NY RT 12, Binghamton, NY on this 21st day of December, 2022. Said resolution was adopted by the following roll call vote:

Supervisor Jo Anne Klenovic _____

Councilperson David Johnson _____

Councilperson Gene Hulbert Jr. _____

Councilperson Frank Carl _____

Councilperson Jim DiMascio _____

Town of Chenango Seal

Dated: December 21, 2022

Lizanne Tiesi-Korinek

ARRA FUNDING

	<u>ARRA FUNDS RECEIVED</u>	<u>2022 PROJECTS</u>	<u>2023 PROJECTS</u>	<u>ARRA BALANCE</u>
Payment Received August 2021	\$538,716.33			
Payment Received August 2022	\$538,716.32			
Total Revenue	\$1,077,432.65			
ARRA PROJECTS				
Public Works Generators		\$375,000.00		
Public Works Water Main Replacement		\$180,000.00		
Highway - Quinn Estates		\$33,151.11		
Highway - Kelly Road		\$24,584.00		
Subtotal		\$612,735.11		\$464,697.54
Highway - Chenango Bridge Hydraulogy Study			\$30,000.00	
Highway - Smith Hill Hydraulogy Study			\$60,000.00	
Highway - Dorman Road			TBD	
Highway - Fuller Road			TBD	
Highway - East Hill Road			TBD	
Subtotal			\$90,000.00	\$374,697.54

RESOLUTION NO. _____

RESOLUTION AUTHORIZING ACQUISITION OF 15 WOODLAND ROAD

At a regular meeting of the Town Board of the Town of Chenango, duly convened in Regular Session, December 21, 2022, does hereby RESOLVE as follows:

WHEREAS, the Town of Chenango has been approached by Visions Federal Credit Union to receive 15 Woodland Road in the Town of Chenango (Tax Map No. 112.22-1-24); and

WHEREAS, the Town Public Works Department has expressed interest in future use of the property for access to water infrastructure; and

WHEREAS, the Town Board finds it in the best interest of the Town to accept receipt of the property for zero dollars and all recording costs and expenses shall be paid by Visions Federal Credit Union; and

WHEREAS, according to 6 NYCRR 617.5 (c) (26), a lease renewal is a Type II action for the purposes of the State Environmental Quality Review Act (“SEQR”) and does not require an environmental review; and

NOW THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Chenango via the Chenango Town Supervisor be and hereby is authorized to execute any and all necessary legal documents to acquire the aforementioned property of Tax Map No. 112.22-1-24, together with all improvements, personality, and fixtures for the zero dollars; and

RESOLVED, that this resolution shall take effect immediately.

CERTIFICATION

I, Lizanne Tiesi-Korinek, do hereby certify that I am the Town Clerk of the Town of Chenango and that the foregoing constitutes a true, correct and complete copy of a resolution duly adopted by the Town Board of the Town of Chenango at a meeting thereof held on this 21st day of December, 2022. Said resolution was adopted by the following roll call vote:

Supervisor Jo Anne Klenovic	_____
Councilperson David Johnson	_____
Councilperson Gene Hulbert Jr.	_____
Councilperson Frank Carl	_____
Councilperson Jim DiMascio	_____

Town of Chenango Seal

Dated: December 21, 2022

Lizanne Tiesi-Korinek
Town Clerk of the Town of Chenango

Scale = 1 : 1000



Parcel ID # 112.22-1-24
Owner: VISIONS FEDERAL CREDIT UN
15 WOODLAND RD, 13901 | 1.98 acres
[Parcel Details](#) [Tax Map](#) [Bird's Eye](#) [StreetView](#) [Email Info](#)
[Get Demographic Info](#) within a 5 Mile Radius
[Select Parcels](#) within 500 feet

0 50 100ft

Lizanne Tiesi-Korinek

From: townclerk
Sent: Tuesday, September 20, 2022 2:40 PM
To: Stephen M. DellAversano
Subject: RE: 15 WOODLAND RD

Dear Mr. Dell'Aversano:

I have sent this onto our Attorney, Town Board Members, Assessor and the Building & Code Officer.

I will also be mentioning this in my communications at tomorrow evening's board meeting.

I am sure that after the meeting, someone will be getting a response back to you.

Sincerely,

Lizanne

Lizanne M. Tiesi-Korinek
Town Clerk, Town of Chenango
1529 NY Rt 12
Binghamton, NY 13901
(607) 648-4809 Ext. 3

From: Stephen M. DellAversano
Sent: Tuesday, September 20, 2022 12:39 PM
To: townclerk <townclerk@townofchenango.com>
Subject: 15 WOODLAND RD

Good Afternoon

We have on our books a formerly foreclosed on parcel of land in the Town of Chenango located at 15 Woodland Road that, as it has been explained to me, several attempts were made over the last 10 years or so trying to get the necessary approvals to build on the land, but they have all fallen through for one reason or another. As such, the property is essentially unsaleable, and as such has no value to us.

I am inquiring to whom I may be directed to discuss the possibility of deeding it to the Town directly.

Any assistance you may lend in directing me would be greatly appreciated.

Stephen M. Dell'Aversano
Property Preservation Manager
Visions Federal Credit Union

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Endwell, NY 13760

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Town of Chenango

Resolution No. _____

Resolution To Hire Administrative Assistant (Towns)

At a regular meeting of the Town Board of the Town of Chenango, held on the 21st day of December, 2022, the following resolution was offered and seconded:

WHEREAS, the Town Board hired Amy MacLeod on a conditional basis to the position of Administrative Assistant (Towns); and

WHEREAS, Amy MacLeod received an adequate score on the relevant Civil Service test to qualify for full employment as Administrative Assistant (Towns); and

WHEREAS, the Board after due deliberation wishes to hire Amy MacLeod as Administrative Assistant (Towns).

NOW, THEREFORE BE IT RESOLVED that Amy MacLeod is no longer a conditional employee of the Town and is hired as Administrative Assistant (Towns); and

BE IT FURTHER RESOLVED that this resolution will take effect immediately.

CERTIFICATION

I, Lizanne Tiesi-Korinek, do hereby certify that I am the Town Clerk of the Town of Chenango and that the foregoing constitutes a true, correct and complete copy of a resolution duly adopted by the Town Board of the Town of Chenango at a meeting thereof held at Town Hall, 1529 NY RT 12, Binghamton, NY on this 21st day of December, 2022. Said resolution was adopted by the following roll call vote:

- Supervisor Jo Anne Klenovic _____
- Councilperson David Johnson _____
- Councilperson Gene Hulbert Jr. _____
- Councilperson Frank Carl _____
- Councilperson Jim DiMascio _____

Town of Chenango Seal

Dated: December 21, 2022

Lizanne Tiesi-Korinek



State of New York
County of Broome Government Offices

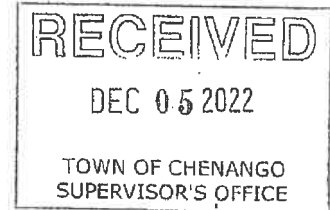
Broome County Department of Personnel

Jason T. Garnar, County Executive · Christine E. Segrue, Personnel Officer

List #63-016

November 30, 2022

Jo Anne W. Klenovic, Supervisor
Town of Chenango



Dear Jo Anne Klenovic:

Section 65 of Civil Service Law states that "A provisional appointment to any position shall be terminated within two months following the establishment of an appropriate eligible list for filling vacancies in such positions." Since the eligible list for Administrative Assistant (Towns) - OC was established on November 30, 2022, Amy Macleod either must be appointed or terminated from this provisional appointment by the close of business January 30, 2023. It is your responsibility to notify the provisional.

Please submit the Report of Personnel Change Form to this office so that it can be processed within this time frame.

If you have any questions regarding this matter, please feel free to contact me at 778-2275.

Sincerely,

Sabrina Scelsi
Personnel Assistant

CC: Scanned file
Exam file

RESOLUTION NO. _____

RESOLUTION INTRODUCING A PROPOSED LOCAL LAW

At a regular meeting of the Town Board of the Town of Chenango, held on the 21st day of December 2022, the following resolution was offered and seconded:

WHEREAS, a Local Law entitled "A LOCAL LAW AMENDING THE TOWN CODE REGARDING WATER METER FEES", was introduced at this meeting, a copy of which is attached hereto, and

WHEREAS, the Town Board desires to hold a public hearing with respect to the adoption of said Local Law.

NOW, THEREFORE, BE IT RESOLVED that a public hearing will be held by the Town Board of the Town of Chenango with respect to the adoption of the aforesaid Local Law on January 11, 2023 at 6:00 p.m., or as soon thereafter as the matter may be heard, at Town Hall, 1529 NY RT 12, Binghamton, New York; and it is further

RESOLVED, that the Town Clerk is hereby authorized and directed to cause public notice of said hearing to be given as provided by law.

Offered by:

Seconded by:

CERTIFICATION

I, Lizanne Tiesi-Korinek, do hereby certify that I am the Town Clerk of the Town of Chenango and that the foregoing constitutes a true, correct and complete copy of a resolution duly adopted by the Town Board of the Town of Chenango at a meeting thereof held on 21st day of December 2022. Said resolution was adopted by the following roll call vote:

- Supervisor Jo Anne Klenovic _____
- Councilperson Gene Hulbert Jr. _____
- Councilperson Frank Carl _____
- Councilperson Jim DiMascio _____
- Councilperson David Johnson _____

Town of Chenango Seal

Dated: December 21, 2022

Lizanne Tiesi-Korinek

Town of Chenango

Local Law No. ____ of the year 2023

**A LOCAL LAW AMENDING THE TOWN CODE
REGARDING WATER METER FEES**

Be it enacted by the Town Board of the Town of Chenango as follows:

Section 1. Section 71-27 entitled “Rate schedule” shall be amended as follows:

B. (3) As set forth in §19-3 Fee schedule under “Water and Sewer Connection Fees.”

Section 2. Section 19-3 entitled “Fee schedule” under “Water and Sewer Connection Fees” shall be amended as follows:

Add: Meter Charge **\$300**

Section 3. Separability

The provisions of this local law are separable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words, or parts of this local law or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this local law would have been adopted if such illegal, invalid, or unconstitutional provision, clause, sentence, subsection, word or part had not been included therein, and as if such person or circumstance, to which the local law or part thereof is held inapplicable, had been specifically exempt therefrom.

Section 4. Repealer

All Ordinances, Local Laws and parts thereof inconsistent with this Local Law are hereby repealed.

Section 5. Effective Date

This local law shall take effect immediately upon filing with the New York State Secretary of State in accordance with Section 27 of the Municipal Home Rule Law.

Resolution No. _____

**A RESOLUTION APPROVING FRANCHISE AGREEMENT
WITH SPECTRUM NORTHEAST, LLC**

At a meeting of the Town Board of the Town of Chenango, held at Town Hall, 1529 State Route 12, Binghamton, NY on the 21st day of December, 2022, the following resolution was offered and seconded:

WHEREAS, Spectrum Northeast LLC, an indirect subsidiary of Charter Communications, Inc. ("Spectrum"), has submitted an application for the approval of a renewal cable television franchise by the Town Board of the Town of Chenango, pursuant to its authority under the Federal Cable Communications Policy Act of 1984, as amended; and

WHEREAS, on December 21, 2022, at 6:00 p.m., the Town Board of the Town of Chenango held a duly noticed public hearing on said application at the Town Hall; and

WHEREAS, all parties in attendance at said public hearing were permitted an opportunity to speak on behalf of or in opposition to said proposed franchise; and

WHEREAS, the Town Board has used due diligence to investigate and assess the financial, legal and technical ability and character of Spectrum, and to ascertain the operating record and reputation of the applicant; and

WHEREAS, Spectrum's plans for constructing and operating the cable television system were considered and found adequate and feasible by the Board to reasonably meet the future cable-related community needs and interests, taking into account the cost of meeting such needs and interests; and

WHEREAS, the Town Board has determined that, pursuant to 6 NYCRR 617.5 (c) (26), this is a Type II action for the purposes of the State Environmental Quality Review Act ("SEQRA") and does not require an environmental review.

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Chenango hereby resolves to enter into the Franchise Agreement with Spectrum, a copy of which is attached hereto and is on file in the Office of the Town Clerk; and be it further

RESOLVED that the that the Town Supervisor, or her designee, is hereby authorized to execute said Franchise Agreement together with any other documents necessary to effectuate the Franchise Agreement; and be it further

RESOLVED that this resolution shall take effect immediately.

Offered by:

Seconded by:

CERTIFICATION

I, Lizanne Tiesi-Korinek, do hereby certify that I am the Town Clerk of the Town of Chenango and that the foregoing constitutes a true, correct and complete copy of a resolution duly adopted by the Town Board of the Town of Chenango at a meeting thereof held on 21st day of December, 2022. Said resolution was adopted by the following roll call vote:

Supervisor Jo Anne Klenovic	_____
Councilperson Gene Hulbert Jr.	_____
Councilperson Frank Carl	_____
Councilperson Jim DiMascio	_____
Councilperson David Johnson	_____

Town of Chenango Seal

Dated: December 21, 2022

Lizanne Tiesi-Korinek
Town Clerk of the Town of Chenango

FRANCHISE AGREEMENT

This Franchise Agreement (“Franchise”) is between the Town of Chenango, New York, hereinafter referred to as the “Grantor” and Spectrum Northeast, LLC, an indirect subsidiary of CHARTER COMMUNICATIONS, INC., hereinafter referred to as the “Grantee.”

WHEREAS, in a full public proceeding affording due process to all parties, Grantor considered and found adequate and feasible Grantee’s plans for constructing and operating the cable television system and providing cable service, and Grantor considered and determined that the financial condition, character, legal and technical ability of the Grantee are sufficient to provide services, facilities and equipment necessary to meet the future cable-related needs of the community; and

WHEREAS, the Grantor does not dispute that the Grantee has substantially complied with the material terms of the current Franchise under applicable laws, that this Franchise complies with New York Public Service Commission’s (“NYPSC”) franchise standards under Title 16, Chapter VIII, Part 895 of the Official Compilation of Codes, Rules and Regulations of the State of New York, and that the grant of a nonexclusive franchise to Grantee is consistent with the public interest; and

WHEREAS, the Grantor and Grantee have complied with all federal and State-mandated procedural and substantive requirements pertinent to this franchise renewal; and

WHEREAS, Grantor desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein;

***NOW, THEREFORE**, the Grantor and Grantee agree as follows:*

SECTION 1 Definition of Terms

1.1 Terms. For the purpose of this franchise the following terms, phrases, words and their derivations shall have the meaning ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time (the “Cable Act”), unless otherwise defined herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word “shall” is mandatory and “may” is permissive. Words not defined shall be given their common and ordinary meaning.

- A. “Cable System,” “Cable Service,” and “Basic Cable Service” shall be defined as set forth in the Cable Act.
- B. “Board” shall mean the governing body of the Grantor.
- C. “Cable Act” shall mean the Cable Communication Policy Act of 1984, as amended, 47 U.S.C. §§ 521, et. seq.

- D. "Channel" shall mean a portion of the electromagnetic frequency spectrum which is used in a cable system and which is capable of delivering a television channel.
- E. "Equipment" shall mean any poles, wires, cable, antennae, underground conduits, manholes, and other conductors, fixtures, equipment and other facilities used for the maintenance and operation of physical facilities located in the Streets, including the Cable System.
- F. "FCC" shall mean the Federal Communications Commission and any successor governmental entity thereto.
- G. "Franchise" shall mean the non-exclusive rights granted pursuant to this Franchise to construct operate and maintain a Cable System along the public ways within all or a specified area in the Franchise Area.
- H. "Franchise Area" shall mean the geographic boundaries of the Grantor, and shall include any additions thereto by annexation or other legal means.
- I. "Gross Revenue" shall mean all revenue, as determined in accordance with generally accepted accounting principles, actually received by the Grantee from the Subscribers residing within the Franchise Area for Cable Services purchased by such Subscribers on a regular, recurring monthly basis. Gross Revenue shall not include: (1) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including, the franchise fee and any state or federal regulatory fees; (2) unrecovered bad debt; (3) credits, refunds and deposits paid to Subscribers; (4) any exclusions available under applicable State law
- J. "Person" shall mean an individual, partnership, association, organization, corporation, trust or governmental entity.
- K. "Service Area" shall mean the area described in subsection 6.1 herein.
- L. "Standard Installation" shall mean installations to residences and buildings that are located up to 150 feet from the point of connection to Grantee's existing distribution system.
- M. "State" shall mean the State of New York.
- N. "Street" shall include each of the following located within the Franchise Area: public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, easements, rights of way and similar public ways and extensions and additions thereto, including but not limited to public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Grantor in the Franchise Area, which shall entitle the Grantee to the use thereof for the purpose of installing, operating, extending, repairing and maintaining the Cable System.

- O. "Subscriber" shall mean any Person lawfully receiving Cable Service from the Grantee.

SECTION 2 **Grant of Franchise**

2.1 Grant. The Grantor hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to erect, construct, extend, operate and maintain in, upon, along, across, above, over and under the Streets, now in existence and as may be created or established during its terms, all Equipment, including the Cable System. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal or State law.

2.2 Term. The Franchise and the rights, privileges and authority hereby granted shall be for an initial term of *ten (10) years*, commencing on the Effective Date of this Franchise as set forth in Section 15.13.

2.3 Police Powers. The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance necessary to the safety, health, and welfare of the public, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. This Franchise is a contract and except as to those changes which are the result of the Grantor's lawful exercise of its general police power, the Grantor may not take any unilateral action which materially changes the mutual promises in this contract.

2.4 Restoration of Municipal Property. Any municipal property damaged or destroyed by Grantee shall be promptly repaired or replaced by the Grantee and restored to serviceable condition.

2.5 Cable System Franchise Required. No Cable System shall be allowed to occupy or use the streets or public rights-of-way of the Franchise Area or be allowed to operate without a Cable System Franchise.

SECTION 3 **Franchise Renewal**

3.1 Procedures for Renewal. The Grantor and the Grantee agree that any proceedings undertaken by the Grantor that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, or any such successor statute.

SECTION 4 **Indemnification and Insurance**

4.1 Indemnification. The Grantee shall, by acceptance of the Franchise granted herein, defend the Grantor, its officers, boards, commissions, agents, and employees for all claims for injury to any Person or property caused by the negligence of Grantee in the construction or operation of the Cable System and in the event of a determination of liability shall indemnify and hold Grantor, its officers, boards, commissions, agents, and employees harmless from any and all liabilities, claims, demands, or judgments growing out of any injury to any Person or property as a result of the negligence of Grantee arising out of the construction, repair, extension, maintenance, operation or removal of its wires, poles or other equipment of any kind or character used in connection with the operation of the Cable System, provided that

the Grantor shall give the Grantee written notice of its obligation to indemnify the Grantor at least ten (10) days prior to the deadline for a response to the claim, or within thirty (30) days of receipt of a claim or action pursuant to this section if no such deadline exists. In the event any such claim arises, the Grantor shall tender the defense thereof to the Grantee and the Grantee shall have the right to defend, settle or compromise any claims arising hereunder and the Grantor shall cooperate fully herein. If the Grantor determines in good faith that its interests cannot be represented by the Grantee, the Grantee shall be excused from any obligation to represent the Grantor. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify the Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of the Grantor or for the Grantor's use of the Cable System.

4.2 Insurance.

- A. The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	\$1,000,000 per occurrence, \$2,000,000 General Aggregate
Auto Liability including coverage on all owned, non-owned hired autos	\$1,000,000 per occurrence Combined Single Limit
Umbrella Liability	\$1,000,000 per occurrence

- B. The Grantor shall be added as an additional insured, arising out of work performed by Grantee, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.
- C. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.

SECTION 5 **Service Obligations**

5.1 No Discrimination. Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers, Channel users, or general citizens on the basis of race, color, religion, national origin, age or sex. Grantee shall not deny access to Cable Service to any group of potential residential subscribers because of the income of the residents of the local area in which such group resides.

5.2 Privacy. The Grantee shall fully comply with the privacy rights of Subscribers as contained in Cable Act Section 631 (47 U.S.C. § 551).

SECTION 6 **Service Availability**

6.1 Service Area. Subject to applicable law, the Grantee shall continue to provide Cable Service to all residences within the Franchise Area where Grantee currently provides Cable Service (the "Service Area") in accordance with the provisions of Section 895.5 of the regulations of the NYPS. Grantee shall have the

right, but not the obligation, to extend the Cable System into any other portion of the Franchise Area, including annexed areas. Cable Service offered to Subscribers pursuant to this Franchise shall be conditioned upon Grantee having legal access on reasonable terms and conditions to any such Subscriber's dwelling unit or other units wherein such Cable Service is provided.

6.2 Abandonment of Service. Grantee shall not abandon any Cable Service or portion thereof without the Grantor's written consent.

6.3 New Development Underground. In cases of new construction or property development where utilities are to be placed underground, the Grantor agrees to require as a condition of issuing a permit for open trenching to any developer or property owner that such developer or property owner give Grantee at least thirty (30) days prior written notice of such construction or development, and of the particular dates on which open trenching will be available for Grantee's installation of conduit, pedestals and/or vaults, and laterals to be provided at Grantee's expense. Grantee shall also provide specifications as needed for trenching. Costs of trenching and easements required to bring service to the development shall be borne by the developer or property owner; except that if Grantee fails to install its conduit, pedestals and/or vaults, and laterals within fifteen (15) working days of the date the trenches are available, as designated in the written notice given by the developer or property owner, then should the trenches be closed after the fifteen day period, the cost of new trenching is to be borne by Grantee.

6.4 Annexation. The Grantor shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Cable Service by the Grantee or its affiliates. Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days 'written notice from the Grantor, subject to the conditions set forth below and Section 6.1 above. The Grantor shall also notify Grantee in writing of all new street address assignments or changes within the Franchise Area. Grantee shall within ninety (90) days after receipt of the annexation notice, pay the Grantor franchise fees on revenue received from the operation of the Cable System to provide Cable Services in any area annexed by the Grantor if the Grantor has provided a written annexation notice that includes the addresses that will be moved into the Franchise Area in an Excel format or in a format that will allow Grantee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Franchise Area, Grantee shall pay franchise fees within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent by certified mail, return receipt requested to the addresses set forth in Section 15.7 with a copy to the Director of Government Affairs. In any audit of franchise fees due under this Franchise, Grantee shall not be liable for franchise fees on annexed areas unless and until Grantee has received notification and information that meets the standards set forth in this section.

SECTION 7

Construction and Technical Standards

7.1 Compliance with Codes. All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code.

7.2 Construction Standards and Requirements. Grantee shall construct and maintain its Equipment using materials of good and durable quality and shall ensure

that all work involved in the construction, installation, maintenance, and repair of the Cable System shall be performed in a safe, thorough and reliable manner.

7.3 Safety. The Grantee shall at all times employ ordinary care and shall use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage.

7.4 Network Technical Requirements. The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in part 76 of the FCC's rules and regulations as may be amended from time to time. The Cable System shall provide for a minimum Channel capacity of at least seventy-seven (77) Channels.

SECTION 8

Conditions on Street Occupancy

8.1 General Conditions. Grantee shall have the right to utilize existing poles, conduits and other facilities whenever possible, and shall not construct or install any new, different, or additional poles, conduits, or other facilities on public property provided Grantee is able to access existing poles, conduits, or other facilities on reasonable terms and conditions.

8.2 Underground Construction. The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground. In the event Grantor or any agency thereof directly or indirectly reimburses any utility for the placement of cable underground or the movement of cable, Grantee shall be similarly reimbursed.

8.3 Construction Codes and Permits. Grantee shall obtain all legally required permits before commencing any construction work, including the opening or disturbance of any Street within the Franchise Area, provided that such permit requirements are of general applicability and such permitting requirements are uniformly and consistently applied by the Grantor as to other public utility companies and other entities operating in the Franchise Area. The Grantor shall cooperate with the Grantee in granting any permits required, providing such grant and subsequent construction by the Grantee shall not unduly interfere with the use of such Streets.

8.4 System Construction. All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. The Grantee shall, at all times, employ ordinary care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures placed in any public way by the Grantee shall be placed in such a manner as not to interfere with the usual travel on such public way.

8.5 Restoration of Public Ways. Grantee shall, at its own expense, restore any damage or disturbance caused to the public way as a result of its operation, construction, or maintenance of the Cable System to a condition reasonably comparable to the condition of the Streets immediately prior to such damage or disturbance.

8.6 Tree Trimming. Grantee or its designee shall have the authority to trim trees on public property at its own expense as may be necessary to protect its wires and facilities.

8.7 Relocation for the Grantor. The Grantee shall, upon receipt of reasonable advance written notice, to be not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of Grantee when lawfully required by the Grantor pursuant to its police powers. Grantee shall be responsible for any costs associated with these obligations to the same extent all other users of the Grantor rights-of-way are responsible for the costs related to the relocation of their facilities.

8.8 Relocation for a Third Party. The Grantee shall, on the request of any Person holding a lawful permit issued by the Grantor, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Street as necessary any property of the Grantee, provided that the expense of such is paid by any such Person benefiting from the relocation and the Grantee is given reasonable advance written notice to prepare for such changes. The Grantee may require such payment in advance. For purposes of this subsection, "reasonable advance written notice" shall be no less than ten (10) business days in the event of a temporary relocation and no less than one hundred twenty (120) days for a permanent relocation.

8.9 Reimbursement of Costs. If funds are available to any Person using the Streets for the purpose of defraying the cost of any of the foregoing, the Grantor shall reimburse the Grantee in the same manner in which other Persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Grantor shall make application for such funds on behalf of the Grantee.

8.10 Emergency Use. Grantee shall comply with 47 U.S.C. 544(g) and all regulations issued pursuant thereto with respect to an Emergency Alert System ("EAS").

SECTION 9 **Service and Rates**

9.1 Phone Service. The Grantee shall maintain a toll-free telephone number and a phone service operated to receive complaints and requests for repairs or adjustments at any time.

9.2 Notification of Service Procedures. The Grantee shall furnish each Subscriber at the time service is installed, written instructions that clearly set forth information concerning the procedures for making inquiries or complaints, including the Grantee's name, address and local telephone number. Grantee shall give the Grantor notice of any changes in rates, programming services or Channel positions in accordance with applicable law.

9.3 Rate Regulation. The rates and charges for Cable Service provided pursuant to this Franchise shall be subject to regulation in accordance with federal law. If and when exercising rate regulation, the Grantor shall abide by the terms and conditions

set forth by the FCC. Nothing herein shall be construed to limit the Grantee's ability to offer or provide bulk rate discounts or promotions.

9.4 Continuity of Service. It shall be the right of all Subscribers to continue receiving Cable Service insofar as their financial and other obligations to the Grantee are honored, and subject to Grantee's rights under Section 15.2 of this Franchise.

9.5 Upon the Effective Date, Grantee will offer, without charge and on a voluntary basis, one outlet of and equipment for, Basic Cable Service to the locations listed below, provided that the locations are located up to 150 feet from Charter's existing distribution system:

Chenango Town Hall

1529 NY Route 12

Binghamton, NY 13901

Chenango Highway Garage

1529 NY Route 12

Binghamton, NY 13901

SECTION 10 **Franchise Fee**

10.1 Amount of Fee. Grantee shall pay to the Grantor an annual franchise fee in an amount equal to three percent (3%) of the annual Gross Revenue. Franchise fees may be passed through to Subscribers as a line item on Subscriber bills or otherwise as Grantee chooses, consistent with federal law. The amount of franchise fee and the method of calculation shall be equal when compared to the amount or method of calculation of the franchise fee in any other cable franchise or authorization to provide video service granted by Grantor. In the event any other cable franchise or authorization to provide video service provides for a lesser franchise fee than this Franchise, Grantee's obligation to pay a franchise fee under this Section 10.1 shall be reduced by an equivalent amount.

10.2 Payment of Fee. Payment of the fee due the Grantor shall be made on a quarterly basis, within sixty (60) days of the close of each calendar quarter. The payment period and the collection of the franchise fees that are to be paid to the Grantor pursuant to the Franchise shall commence sixty (60) days after the Effective Date of the Franchise as set forth in Section 15.13. In the event of a dispute, the Grantor, if it so requests, shall be furnished a statement of said payment, reflecting the Gross Revenues and the applicable charges. No acceptance of any payment shall be construed as an accord that the amount paid is in fact the correct amount, nor shall such acceptance of payment be construed as a release of any claim the Grantor may have for further or additional sums payable under the provisions of this Franchise.

10.3 Accord and Satisfaction. No acceptance of any payment by the Grantor shall be construed as a release or as an accord and satisfaction of any claim the Grantor may have for additional sums payable as a franchise fee under this Franchise.

10.4 Limitation on Recovery. The period of limitation for recovery of any franchise fee payable hereunder shall be six (6) years from the date on which payment by the Grantee was due. If any undisputed Franchise payment or recomputed payment is not made on or before the dates specified herein, Grantee shall pay an interest charge, computed from the last day of the fiscal year in which payment was due, at the annual rate of one (1%) percent over the prime interest rate.

SECTION 11 **Transfer of Franchise**

11.1 Franchise Transfer. Grantee shall provide at least sixty days' notice to Grantor prior to completion of a transaction that results in the sale, transfer, or assignment of the Franchise. The Franchise granted hereunder shall not be assigned, other than by operation of law or to an entity controlling, controlled by, or under common control with the Grantee, without the prior consent of the Grantor, such consent not to be unreasonably withheld or delayed. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System to secure indebtedness. Within thirty (30) days of receiving a request for review covered by this Section, the Grantor shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Grantor has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the Grantor shall be deemed given.

SECTION 12 **Records**

12.1 Inspection of Records. Grantee shall permit any duly authorized representative of the Grantor, upon receipt of advance written notice, to examine during normal business hours and on a non-disruptive basis any and all of Grantee's records pertaining to Grantee's provision of Cable Service in the Franchise Area maintained by Grantee as is reasonably necessary to ensure Grantee's compliance with the material terms of the Franchise. Such notice shall specifically reference the subsection of the Franchise that is under review so that the Grantee may organize the necessary books and records for easy access by the Grantor. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years, except for books and records showing the calculation of Gross Revenue and payment of Franchise Fees, which shall be maintained for six (6) years. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act. The Grantor agrees to treat as confidential any books, records or maps that constitute proprietary or confidential information to the extent Grantee makes the Grantor aware of such confidentiality. If the Grantor believes it must release any such confidential books or records in the course of enforcing this Franchise, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by State and federal law, it shall deny access to any of Grantee's books and records marked confidential, as set forth above, to any Person.

SECTION 13**Public Education and Government (PEG) Access**

13.1 PEG Access. Grantee shall make available channel capacity for non-commercial, video programming for public, educational and governmental (“PEG”) access use in accordance with Section 895.4 of the NYPSC regulations and will comply with the minimum standards set forth therein. Such PEG channel capacity may be shared with other localities served by Grantee’s cable system, and Grantor hereby authorizes Grantee to transmit PEG access programming authorized herein to such other localities. The tier of service on which such PEG channel(s) may be placed shall be determined by Grantee in accordance with applicable law.

SECTION 14**Enforcement or Revocation**

14.1 Notice of Violation. If the Grantor believes that the Grantee has not complied with the terms of the Franchise, the Grantor shall first informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Grantor shall notify the Grantee in writing of the exact nature of the alleged noncompliance (the “Violation Notice”).

14.2 Grantee’s Right to Cure or Respond. The Grantee shall have thirty (30) days from receipt of the Violation Notice to (i) respond to the Grantor, contesting the assertion of noncompliance, or (ii) to cure such default, or (iii) if, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Grantor of the steps being taken and the projected date that they will be completed.

14.3 Public Hearing. If the Grantee fails to respond to the Violation Notice received from the Grantor, or if the default is not remedied within the cure period set forth above, the Board shall schedule a public hearing if it intends to continue its investigation into the default. The Grantor shall provide the Grantee at least twenty (20) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, notice of which shall be published by the Clerk of the Grantor in a newspaper of general circulation within the Grantor in accordance with subsection 15.8 hereof. At the hearing, the Board shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days. The decision of the Board shall be made in writing and shall be delivered to the Grantee. The Grantee may appeal such determination to an appropriate court. The Grantee may continue to operate the Cable System until all legal appeals procedures have been exhausted. Nothing in this Franchise, including the enforcement provisions set forth in this Section 14.3, shall prevent Grantee or Grantor from filing at any time a legal action in any permissible court or tribunal seeking a declaration or enforcement of Grantor’s or Grantee’s rights or obligations under the Franchise.

14.4 Enforcement. Subject to applicable federal and State law, in the event the Grantor, after the hearing set forth in subsection 14.3 above, determines that the Grantee is in default of any provision of the Franchise, the Grantor may:

- A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or

- B. Commence an action at law for monetary damages or seek other equitable relief; or
- C. In the case of a substantial default of a material provision of the Franchise, seek to revoke the Franchise itself in accordance with subsection 14.5 below.

14.5 Revocation.

- A. Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If the Grantor has not received a satisfactory response from Grantee, it may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise. The public hearing shall be conducted in accordance with the requirements of Section 14.3 above.
- B. Notwithstanding the above provisions, the Grantee reserves all of its rights under federal law or regulation.
- C. Upon revocation of the Franchise, Grantee may remove the Cable System from the Streets of the Grantor, or abandon the Cable System in place.

SECTION 15 **Miscellaneous Provisions**

15.1 Compliance with Laws. Grantor and Grantee shall conform to all applicable state and federal laws and rules regarding cable television as they become effective. Grantee shall also conform with all generally applicable Grantor ordinances, resolutions, rules and regulations heretofore or hereafter adopted or established during the entire term of the Franchise. In the event of a conflict between Grantor ordinances, resolutions, rules or regulations and the provisions of this Franchise, the provisions of this Franchise shall govern.

15.1.1 Employment Practices. Grantee will not refuse to hire, nor will it bar or discharge from employment, nor discriminate against any person in compensation or in terms, conditions, or privileges of employment because of age, race, creed, color, national origin, or sex.

15.2 Force Majeure. The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work

delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

15.3 Minor Violations. Furthermore, the parties hereby agree that it is not the Grantor's intention to subject the Grantee to forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Franchise Area, or where strict performance would result in practical difficulties or hardship to the Grantee which outweighs the benefit to be derived by the Grantor and/or Subscribers.

15.4 Action of Parties. In any action by the Grantor or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

15.5 Equal Protection. If any other provider of cable services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the Grantor or by any other State or federal governmental entity to provide such services using facilities located wholly or partly in the public rights-of-way of the Grantor, the Grantor shall ensure that the terms applicable to such other provider are no more favorable or less burdensome than those applicable to Grantee. If the authorization applicable to such other provider contains franchise fee, PEG, free service, right-of-way, or other terms imposing monetary or regulatory burdens that are less costly or less burdensome than the corresponding obligations imposed upon Grantee, Grantor shall, within thirty (30) days of a written request from Grantee, modify this Franchise to ensure that the corresponding obligations applicable to Grantee are no more costly or burdensome than those imposed on the new competing provider. If the Grantor fails to make modifications consistent with this requirement, Grantee agrees not to enforce such corresponding obligations in this Franchise beyond the requirements imposed by the less costly or less burdensome obligations in such competing provider's authorization. As an alternative to the equal protection procedures set forth herein, the Grantee shall have the right and may choose to have this Franchise with the Grantor be deemed expired thirty (30) days after written notice to the Grantor. Nothing in this Franchise shall impair the right of the Grantee to terminate this Franchise and, at Grantee's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity. Nothing in this Section 15.5 shall be deemed a waiver of any remedies available to Grantee under federal, state or municipal law, including but not limited to Section 625 of the Cable Act, 47 U.S.C. § 545.

15.6 Change in Law. Notwithstanding any other provision in this Franchise, in the event any change to state or federal law occurring during the term of this Franchise eliminates the requirement for any person desiring to provide video service or Cable Service in the Franchise Area to obtain a franchise from the Grantor, then Grantee shall have the right to terminate this Franchise and operate the Cable System under the terms and conditions established in applicable law. If Grantee chooses to terminate this Franchise pursuant to this provision, this Franchise shall be deemed to have expired by its terms on the effective date of any such change in law, whether or not such law allows existing franchise agreements to continue until the date of expiration provided in any existing franchise.

15.7 Notices. Unless otherwise provided by federal, State or local law, all notices pursuant to this Franchise shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, nationally or internationally recognized courier service such as Federal Express or electronic mail communication to the designated electronic mail address provided below. As set forth above, notice served upon the Grantor shall be delivered or sent to:

Grantor: Honorable Jo Anne Klenovic
Supervisor, Town of Chenango
1529 State Route 12
Chenango, NY 13901

Email:
supervisor@townofchenango.com

Grantee: Lauren Kelly
Director, Government Affairs
100 Town Centre Dr.
Rochester, NY 14623

Email: lauren.kelly@charter.com

Copy to: Charter Communications
Attn: Vice President,

Government Affairs

Suite 400W

601 Massachusetts Ave NW,
Washington, DC 20001

15.8 Public Notice. Minimum public notice of any public meeting relating to this Franchise or any such grant of additional franchises, licenses, consents, certificates, authorizations, or exemptions by the Grantor to any other Person(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way shall be by publication at least once in a newspaper of general circulation in the area at least ten (10) days prior to the meeting and a posting at the administrative buildings of the Grantor.

15.8.1 Grantor shall provide written notice to Grantee within ten (10) days of Grantor's receipt from any other Person(s) of an application or request for a franchise(s), license(s), consent(s), certificate(s), authorization(s), or exemption(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way. Any public hearings to consider such application or request shall have the same notice requirement as outlined in Paragraph 15.8 above.

15.9 Severability. If any section, subsection, sentence, clause, phrase, or portion of this Franchise is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Franchise.

15.10 Entire Agreement. This Franchise and any Exhibits hereto constitute the entire agreement between Grantee and the Grantor and they supersede all prior or contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof.

15.11 Administration of Franchise. The Board or such other person as may be designated and supervised by the Board is responsible for the continuing administration of the Franchise. This Franchise is a contract and neither party may take any unilateral action that materially changes the mutual promises and covenants contained herein. Any changes, modifications or amendments to this Franchise must be made in writing, signed by the Grantor and the Grantee. Any determination by the Grantor regarding the interpretation or enforcement of this Franchise shall be subject to de novo judicial review.

15.12 NYPSC Approval. This Franchise is subject to the approval of the NYPSC. Grantee shall file an application for such approval with the NYPSC within sixty (60) days after the date the Franchise is approved by Grantor and accepted by Grantee. Grantee shall also file any necessary notices with the FCC.

15.13 Effective Date. The Franchise granted herein will take effect and be in full force from the date of approval by the NYPSC ("Effective Date"). If any fee or grant that is passed through to Subscribers is required by this Franchise, other than the franchise fee, such fee or grant shall go into effect sixty (60) days after the Effective Date of this Franchise.

15.14 No Third Party Beneficiaries. Nothing in this Franchise is intended to confer third-party beneficiary status on any person other than the parties to this Franchise to enforce the terms of this Franchise.

Considered and approved this ___ day of _____, 20 ____.

Town of Chenango

Signature:

Name/Title:

Accepted this ___ day of _____, 20 ____, subject to applicable federal and State law.

Spectrum Northeast, LLC, By Its
Manager, Charter Communications, Inc.

Signature:

Name/Title:

Tentative Agenda for the Association of Towns of the State of New York's 2023 Annual Meeting and Training School

February 19 – 22, 2023 at the Times Square Marriott Marquis
1535 Broadway, New York, NY 10036

To register, either online or to get the mail-in/fax-in form please visit

[https://members.nytowns.org/Towns/Common/2023 Annual Meeting and Training School info Registration.aspx](https://members.nytowns.org/Towns/Common/2023%20Annual%20Meeting%20and%20Training%20School%20info%20Registration.aspx)

Book your room by October 31, 2022 to lock in 2022 room rates. On Nov. 1, room rates will increase to 2023 rates. Vouchers are not an accepted form of payment.

- Call the New York Marriott Marquis at 1 (877) 303-0104; or
- To reserve your room, visit <https://book.passkey.com/event/50364104/owner/1322/home>

Please Note: We have yet to receive a draft agenda for Code Enforcement Officers. However, we have spoken with New York State Department of State's Building Standards and Codes Division – they are working on the agenda. We will update this document as soon as we receive the titles and course descriptions for the 16 hours of in-service training that will be hosted at our Annual.

SUNDAY, FEBRUARY 19, 2023

Informational Hearing on Proposed Resolutions

Sunday, February 19, 2023

3:00 p.m. – 5:00 p.m., Julliard/Imperial, 5th Floor

In this hearing, the Association of Towns' executive director, first vice president and legal staff will provide an overview of the proposed resolutions for the Association's 2023 Legislative Platform, to be voted on during the business meeting on Wednesday, February 22, 2023. Any questions or concerns regarding the resolutions will be addressed at this hearing.

MONDAY, FEBRUARY 20, 2023

Opening General Session for All Officers

8:45 a.m. – 10:30 a.m., Broadway Ballroom, 6th Floor

Includes invited speakers.

Engineering Track Welcoming Comments

Engineering Track

Monday, February 20, 2023

9:45 a.m. – 10:00 a.m., Duffy/Columbia, 7th Floor

Summary of advocacy initiatives by the New York State Society of Professional Engineers for design professionals. Presentation of the NYC Mayor's Proclamation of Engineers Week. All Annual Meeting attendees are welcome to audit these engineering courses.

Climate Vulnerability Assessment

Engineering Track

Monday, February 20, 2023

10:00 a.m. – 10:50 a.m., Duffy/Columbia, 7th Floor

Assessing and mitigating physical risk related to climate change. An approach combining climate risk algorithms, climate model downscaling, data management, resilience strategy, and engineering capabilities to deliver critical insights about the client's climate-related liabilities as well as actionable recommendations for asset hardening, long-term compliance, and business continuity. Global Climate Model (GCM) output is a tool to quantify climate change impacts for a globally distributed portfolio of facilities. Using a library of GCM ensemble output and statistics from the Coupled Model Intercomparison, our team leveraged these data to analyze individual facility locations based on essential climate variables and climate stressors.

Use of Accessory Dwelling Units to Respond to Changing Housing Needs

Legal Track

Monday, February 20, 2023

10:00 a.m. – 10:50 a.m., Astor Ballroom, 7th Floor

The national housing shortage has led to a spike in home prices, particularly in high-demand urban and suburban areas. To increase the supply of housing, policymakers are turning to innovative solutions to provide a mix of housing options to respond to demand, changing family needs and smaller households. For local governments, accessory dwelling units ("ADUs") can be a relatively inexpensive solution to

create low-cost housing units that add to the diversity of housing types in the locality. ADUs are separate dwelling units with a private kitchen, bath, bedroom(s) and living space that are either attached or detached to an existing home on a single lot, including garage apartments, basement apartments, in-law suites and attic apartments. This presentation will include a discussion of the pros and cons of ADUs, policy considerations to regulate ADUs, and proposed State legislation concerning accessory dwelling units.

Title Placeholder

Code Enforcement Officers Track

Monday, February 20, 2023

10:00 a.m. – 12:00 p.m., Soho Complex, 7th Floor

Course description placeholder

Working Together for a Better New York: A Conversation with the Conference of Mayors and Association of Towns

Monday, February 20, 2023

10:30 a.m. - 11:20 a.m., Imperial/Juilliard, 5th Floor

Join the leaders of the statewide advocates for cities, towns and villages for a discussion on working together for a better New York, the 2023 state budget and the current state of affairs affecting local governments.

Navigating a First Amendment Audit

Monday, February 20, 2023

10:30 a.m. - 11:20 a.m., Belasco/Broadhurst 5th Floor

First Amendment audits are happening across the country and in towns in New York State. First Amendment auditors seek to film town facilities, operations and interactions with town officers and employees and often post them on social media platforms. This session will review basic First Amendment principles and case law associated with the use of recording equipment on town property and considerations for creating reasonable time, place and manner rules regarding the use of recording equipment on town property. We'll also discuss employee safety and best practices for interacting with individuals who are conducting First Amendment audits. Questions are allowed and encouraged during the session.

Saving the Volunteer Fire Service

Monday, February 20, 2023

10:30 a.m. – 11:20 a.m., Alvin/Carnegie, 5th Floor

The volunteer fire service is dying a quick death and towns will soon be left with empty firehouses if action is not taken immediately. Viable solutions require a partnership between towns and their fire service providers, but many fire departments are not eager to recognize the problem or to accept your assistance. This session, led by an attorney with decades of service as a firefighter, will start you on your way to saving your volunteer fire departments.

The Town Budget Process

Monday, February 20, 2023

10:30 a.m. - 11:20 a.m., Booth/Edison, 5th Floor

This session will provide a high-level overview of public sector budgeting. Topics covered include the essential purposes of a budget, the various budgeting methods used in the public sector and the importance of having a sound budgeting process from inception to approval and monitoring. Other

items touched on include the key personnel in the budget process and how communication and transparency contribute to a structurally balanced budget. This course is eligible for one Continuing Professional Education credit for accountants in the area of Specialized Knowledge.

Internal Controls for Billed Receivables and User Charges

Monday, February 20, 2023

10:30 a.m. - 11:20 a.m., Shubert Complex, 6th Floor

This session will discuss the internal control framework for billed receivables and user charges and go through the elements of a control environment to help ensure these activities are appropriate and safeguarded.

Laser and Scanning Technology for Municipal Applications

Monday, February 20, 2023

10:30 a.m. - 11:20 a.m., Majestic Complex, 6th Floor

Course Description Placeholder

Recent Court Decisions about Which Every Public Employer Should Know

Monday, February 20, 2023

10:30 a.m. - 11:20 a.m., Empire Complex, 7th Floor

Course description placeholder

NYS Energy Code Overview of New Code Provisions and Updates

Engineering Track

Monday, February 20, 2023

11:00 a.m. – 12:00 p.m., Duffy/Columbia, 7th Floor

The State of New York has ramped up its commitment to meet its Climate Leadership and Community Protection Act goal of 80% reduction of carbon emissions by 2050. The presentation will provide an overview of the latest trends and developments in the current and upcoming state code cycles. With an understanding of the framework laid out over the next 25 years, we will discuss current engineering design practices and strategies such as auditing, commissioning, modeling, and electrification. We will further discuss engineering technologies and concepts that are being implemented in our latest projects, both new construction and renovations, that will push New York State to its goals and beyond.

Debt Issuance Topic – Title TBD

Legal Track

Monday, February 20, 2023

11:00 a.m. – 12:00 p.m., Astor Ballroom, 7th Floor

Course description placeholder

Reserved for Special Programming

Monday, February 20, 2023

11:30 a.m. - 12:30 p.m., Imperial/Juilliard, 5th Floor

Course description placeholder

Health Insurance Option for Retirees

Monday, February 20, 2023

11:30 a.m. - 12:30 p.m., Belasco/Broadhurst, 5th Floor

As towns continue to seek ways to control costs, utilizing group Medicare plans for their eligible retirees is gaining in popularity. For the next two decades, over 10,000 Americans become eligible for Medicare daily. This session will explain the basics of direct and group Medicare such as: when does someone become eligible, the different Parts of Medicare (A, B, C, D, etc.), the difference between Medicare Supplemental, Medicare Advantage and Medigap Plans, and the “donut hole” for prescriptions. Finally, this session will discuss if a Group Medicare Plan will work for your town. You will see an actual case study of transitioning eligible Medicare retirees from a very robust health insurance plan to a group Medicare plan and the successful results. This session will provide a better understanding of how group Medicare could be a game changer for your town.

The New Landscape of New York's Community Energy Programs & Incentives

Monday, February 20, 2023

11:30 a.m. - 12:30 p.m., Alvin/Carnegie, 5th Floor

The New York Municipal Energy Program (NYMEP) will provide information on the new landscape of Community Solar in New York State. Learn how these new rules and incentives can help municipal leaders bring solar credits and additional savings to their residents. The speakers will also address the latest developments on Community Choice Aggregation, the statewide initiative that helps community residents reduce energy costs, as well as NYMEP's energy cooperative program for municipal accounts and facilities.

New Legislation and Pending Real Property Issues

Real Property Tax Track

Monday, February 20, 2023

11:30 a.m. - 12:30 p.m., Booth/Edison, 5th Floor

A comprehensive review of legislation enacted in 2022 that affects tax collecting officers, as well as a look at what the Legislature has in store for 2023. Following the legislative update, the panel will take questions. Eligible for Certified Town Official credit in the Tax Collector/Receiver of Taxes area.

Common Pitfalls in Budgeting

Monday, February 20, 2023

11:30 a.m. - 12:30 p.m., Shubert Complex, 6th Floor

OSC audits often reveal problems with municipal budgeting practices, including the use of unrealistic estimates; improper use of fund balance; and failure to monitor the budget. We'll discuss several common areas of concern and provide best practice suggestions and resources to help the town board, the town supervisor, and other department heads avoid these pitfalls.

Accessory Dwelling Units as Affordable Housing

Monday, February 20, 2023

11:30 a.m. - 12:30 p.m., Majestic Complex, 6th Floor

With increasing housing affordability issues in New York, communities must now utilize more creative strategies to tackle the problem. One promising approach is the use of Accessory Dwelling Units or ADUs. ADUs, sometimes referred to as “in-law apartments,” can provide more flexibility for property owners to construct a second living unit.

Cybersecurity Insurance Primer for Town Government Leaders

Monday, February 20, 2023

11:30 a.m. - 12:30 p.m., Empire Complex, 7th Floor

As the number of high-profile data breaches continues to grow, online content providers are looking for insurance solutions to protect their operations. Build your own understanding of this chaotic market so that you can work with your IT staff or third party providers to improve your security hygiene and risk profile.

Applications for Land Use Compliance and Zoning Variances: Overview for Design Professionals
Engineering Track

Monday, February 20, 2023

1:00 p.m. - 1:50 p.m., Duffy/Columbia, 7th Floor

This class will discuss the steps in navigating complex zoning and land use regulations, filing zoning applications and streamlining the process. Provide an overview of: provisions in zoning analyses and applications for tax exemptions and abatements; filing for zoning approvals from the City of New York Planning Commission and the City of New York Council; and filing and obtaining approvals from the City of New York Board of Standards and Appeals for a special permits.

Navigating the Haze: Regulating Cannabis in Your Town
Legal Track

Monday, February 20, 2023

1:00 p.m. - 1:50 p.m., Astor Ballroom, 7th Floor

The legalization of recreational adult use cannabis in 2021 has left many localities questioning how, if at all, cannabis can be regulated at the local level. While actual sales may have initially seemed but a distant dream, it is safe to say that cannabis is here, as the first conditional adult-use retail dispensaries are anticipated to make their first legal cannabis sales by the end of 2022. This course will provide an overview of the regulatory options local governments have (and don't have) available, including adopting time, place and manner restrictions, as well as an update on the current status of regulations.

Title Placeholder

Code Enforcement Officers Track

Monday, February 20, 2023

1:00 p.m. – 3:00 p.m., Soho Complex, 7th Floor

Course description placeholder

Diversity, Equity and Inclusion in Town Government: The Brighton Experience

Monday, February 20, 2023

2:00 p.m. - 2:50 p.m., Imperial/Juilliard, 5th Floor

As a community that is proud of its diversity, Brighton has made Diversity, Equity and Inclusion core values in Town government. Brighton's Town Supervisor Bill Moehle and Chief Diversity Officer Miriam Moore will discuss the Town's experience around DEI, including how community dynamics encouraged the Town Board to focus on DEI, the work of Brighton's Inclusion, Diversity and Equity Advisory Board, the role of Brighton's DEI consultant in working with the IDEA Board to develop an Inclusion, Diversity and Equity Plan, and becoming the first Town in Upstate New York to hire a Chief Diversity Officer. Learn how Brighton has become a leader in local government DEI work and the opportunities and challenges of DEI engagement in our community.

Managing Emerging Contaminants in the Environment: The Evolving Landscape

Monday, February 20, 2023

2:00 p.m. - 2:50 p.m., Belasco/Broadhurst, 5th Floor

PFAS and other emerging contaminants (ECs) have generated significant concerns related to their potential impacts on human health due to their ubiquity, persistence and bio accumulative properties. PFAS / 1,4-Dioxane / Other ECs – Do you have a problem? How do you know? Where is it and where is it going? Where did it come from? What are your risks and liabilities? What are the costs? What do we do? Places in your town that can be affected include: municipal water supplies, wastewater treatment plant facilities, landfills, fire training facilities, industrial operations, and leachfields, to name a few. How do you know you have a problem? This presentation examines the challenges to local governments on this evolving issue.

The Drinking Water Source Protection Program

Monday, February 20, 2023

2:00 p.m. - 2:50 p.m., Alvin/Carnegie, 5th Floor

The Drinking Water Source Protection Program assists local governments to create community-specific drinking water protection plans in a way that strengthens relationships, fosters collaboration, and engages stakeholders so that public drinking water sources are protected now and in the future. The state is offering municipalities a technical assistance provider, free of charge, to develop and initiate implementation of their drinking water source protection program. This session will cover the free technical assistance available, where to apply, resources available, and highlight previous communities that have gone through this process.

The Cost Approach to Property and Utility Valuation

Real Property Tax Track

Monday, February 20, 2023

2:00 p.m. - 2:50 p.m., Booth/Edison, 5th Floor

This course will take a broad look at specialty property and utility property in New York State and the use of the cost approach – also known as reproduction cost new less depreciation – to value such property. This will involve not only reviewing modern and historic New York State case law, but will include a review of the Appraisal of Real Estate and other industry models used to come to a valuation with the cost approach. This course will also review the definitions applied daily by assessors from the Real Property Tax Law and also explain the application of the cost approach as used by the Department of Taxation and Finance when valuing special franchise properties or creating telecommunication ceilings.

Understanding Fund Balance

Monday, February 20, 2023

2:00 p.m. - 2:50 p.m., Shubert Complex, 6th Floor

This session will explain what fund balance is, the components of fund balance and considerations when monitoring and analyzing the various levels of fund balance.

Facing Down Crisis: The Centrality of Communication to Effective Leadership

Monday, February 20, 2023

2:00 p.m. - 2:50 p.m., Majestic Complex, 6th Floor

Planning and executing a thorough, energetic, and multi-faceted communication strategy is not simply about getting your message out. It is, rather, the single most important step an elected official can take in the most difficult of circumstances. In this presentation, you will step inside the Warren County, NY, “war room” to hear from local officials as they describe how they conceived and executed a communication plan to provide accurate, daily information on the recent pandemic, to answer common questions and concerns, and to counter the spread of misinformation. The program was initially

designed, in part, to inform and reassure local residents and ensure their tourism-dependent community would survive the crisis. It accomplished far more, propelling Warren County to a level of economic success never before experienced. They will describe how they utilized social media, traditional media relations, and full stakeholder engagement to inspire public confidence and unite their community in a manner that defied expectations and gained national attention. Finally, they will offer their perspective on how this success can be replicated by other local governments facing crises in the future.

The Highway Budget and You

Monday, February 20, 2023

2:00 p.m. - 2:50 p.m., Empire Complex, 7th Floor

The highway budget is the largest expense in more than half the towns in New York State. In many towns it is more than half the total town budget! Understanding the budget, the roles of the board and the Highway Superintendent, and how to plan for today and tomorrow is critical to serving the citizens of your town. Come with your questions and be ready to answer a few in this interactive session.

Leading Edge Innovations in Foundation Design

Engineering Track

Monday, February 20, 2023

2:00 p.m. - 2:50 p.m., Duffy/Columbia, 7th Floor

Innovative structural design ideas for supporting excavations are often required to safely construct foundations, deep basements, utilities, shafts, and tunnels. Engineers often face the extraordinary challenges presented by developed urban sites, where excavations often extend below adjacent structures, tunnels, and utilities. Excavation is made more difficult when groundwater is present, and dewatering of excavations can cause settlement damage if not controlled. Discussion of elements of subsurface conditions, design of practical and cost effective excavation support systems, and groundwater isolation and extraction technologies. Topics to be covered include: excavation support; temporary structures; top-down construction; underpinning and protection of adjacent structures; and rock excavation and support.

Signs, New Limits in Zoning, and the US Supreme Court's recent decision in *City of Austin, Texas v. Reagan National Advertising of Austin, LLC*.

Legal Track

Monday, February 20, 2023

2:00 p.m. - 2:50 p.m., Astor Ballroom, 7th Floor

This session will look at the history of zoning and sign regulation. The metamorphosis from 'no regulation allowed' to aesthetic controls to modern zoning, and how the First Amendment created slippery slopes that can be well hidden from view. From content neutrality and commercial speech to political and religious signs, just where are we now given the *City of Austin* case?

Goosby v. Town Board of the Town of Hempstead, the Voting Rights Act of 1965 and *Brnovich v. Democratic National Committee*, Part 1

Monday, February 20, 2023

3:00 p.m. - 3:50 p.m., Imperial/Juilliard, 5th Floor

Course description placeholder

PFAS & Emerging Contaminants Funding: New "Special" Funding Sources and Traditional Infrastructure Funds That Apply

Monday, February 20, 2023

3:00 p.m. - 3:50 p.m., Belasco/Broadhurst, 5th Floor

Course description placeholder

Land Use and Planning Case Law Update

Monday, February 20, 2023

3:00 p.m. - 3:50 p.m., Alvin/Carnegie, 5th Floor

This session will examine recent NYS court cases concerning land use and planning involving challenges to the issuance or denial of special use permits, site plan approvals, and use and area variances as well as rezoning and comprehensive plan amendments. These cases will be examined and discussed with the goal of determining what useful information they provide to land use and planning boards to assist the boards in future decision making. These cases often involve challenges based on alleged procedural deficiencies, for example failure to refer an application to the County Planning Board or Department and failure to follow the procedures set forth for public hearings and notices, as well as in connection with the State Environmental Quality Review Act.

Cash Rules Everything around Me: Hot Topics in Real Property Tax Collection

Real Property Tax Track

Monday, February 20, 2023

3:00 p.m. - 3:50 p.m., Booth/Edison, 5th Floor

Does the school warrant have to be signed? Am I required to accept cash for tax payments? What about cryptocurrency? This interactive session – questions are encouraged – will provide an overview of the tax collection process and then delve into some of the pressing questions that have arisen over the last year.

Communicating and Understanding Financial Reports

Monday, February 20, 2023

3:00 p.m. - 3:50 p.m., Shubert Complex, 6th Floor

This session will help you better understand and utilize financial reports in your town. We will discuss the role of both external and internal reports, and then go into detail on how to comprehend and analyze the figures presented in three reports: the budget status report, bank reconciliation and balance sheet.

Preventing and Dealing with Cemetery Abandonment on the Local Level

Monday, February 20, 2023

3:00 p.m. - 3:50 p.m., Majestic Complex, 6th Floor

Many town boards have had constituents approach them about failing or abandoned burial grounds in their communities. Abandonments have dramatically increased in recent years and are projected to continue on this trajectory without local intervention. Localities may even be able to prevent cemetery abandonment in their community by taking a few practical steps. Sharing real world experiences of towns across New York and the constraints of tight local budgets and the fiscal bombs that numerous abandonments could set off, this session will look at the potential pitfalls and solutions of dealing with cemetery abandonment for local governments.

Federal Aid for Roads and Bridges: An Introduction

Monday, February 20, 2023

3:00 p.m. - 3:50 p.m., Empire Complex, 7th Floor

Sometimes a federal grant can help stretch the limited dollars in your town budget. This session is for board members and supervisors who are thinking about applying for a federal aid project such as Bridge NY, Transportation Alternatives Program (TAP) or some of the new programs where the funds come directly from the federal government. In this session, David will discuss the federal-aid process so elected officials know what is expected before obtaining or applying for the grant.

Retaining Walls Evaluations, Code Requirements, Safety Inspections
Engineering Track

Monday, February 20, 2023

3:00 p.m. - 3:50 p.m., Duffy/Columbia, 7th Floor

RCNY §103-09 and Local Law 37/08, effective January 1, 2014, requires owners of properties with a retaining wall or part of a retaining wall which is at least ten feet high and faces a public right of way such as a sidewalk or entrance must have a condition assessment of this wall conducted every five years and the assessment report submitted to the Department of Buildings by a licensed engineer who has a minimum of three years relevant experience. Retaining walls which meet the above criteria must be inspected once every five years or more if a serious safety issue exists. Reports are submitted electronically in a digital format. The Department will send an email to the relevant parties for notification of acceptance or rejection of a report.

Public Sector Collective Bargaining
Legal Track

Monday, February 20, 2023

3:00 p.m. - 3:50 p.m., Astor Ballroom, 7th Floor

This course will provide an overview of the Taylor Law, the statute which governs Employer-Employee relations in the public sector. Topics to be discussed include mandatory, non-mandatory and permissive subjects of negotiation as well as impasse resolution procedures for public safety and non-public safety bargaining units. Strategies for effective negotiations will also be discussed. Attendees are invited and encouraged to ask questions regarding the collective bargaining process.

Title Placeholder

Code Enforcement Officers Track

Monday, February 20, 2023

3:00 p.m. - 3:50 p.m., Soho Complex, 7th Floor

Course description placeholder

Goosby v. Town Board of the Town of Hempstead, the Voting Rights Act of 1965 and *Brnovich v. Democratic National Committee, Part 2*

Monday, February 20, 2023

4:00 p.m. - 5:00 p.m., Imperial/Juilliard, 5th Floor

Course description placeholder

Reenergizing Difficult Properties

Monday, February 20, 2023

4:00 p.m. - 5:00 p.m., Belasco/Broadhurst, 5th Floor

Currently there is a huge demand in New York State for development of solar arrays. This is partly the result of New York State's ambitious Climate Leadership and Community Protection Act (CLCPA) which has a mission and corresponding incentives to help New York reach a goal of generating 70% of its

electricity from renewable energy. The State's programs have been complemented by federal funding and incentive programs recently announced.

This session will focus on leveraging the huge demand for renewable energy to help put underutilized or landfill properties back into productive use with solar panel arrays. Speakers will focus on NYSEDA's Build-Ready program and other state or federal programs that have been developed to help your Town repurpose difficult properties, and at the same time reduce the pressure to build solar arrays on farmland, forested areas, or valuable commercial parcels.

The Town Supervisor's Role in Economic Development

Monday, February 20, 2023

4:00 p.m. - 5:00 p.m., Alvin/Carnegie, 5th Floor

As the front line of leadership in your community, you will frequently play the role of ambassador to potential investors. While county leadership is a critical partner in economic development, there are a number of tools and practices that Town Supervisors can execute to ensure that your community is developing in alignment with your vision for the future. This session will provide tools and tips to prepare for the opportunities ahead of you.

Short-Term Rentals and Assessing as Commercial Property

Real Property Tax Track

Monday, February 20, 2023

4:00 p.m. - 5:00 p.m., Booth/Edison, 5th Floor

Nationally, short-term rentals have changed an entire sector of the residential real estate market. Over the last 10 years, direct marketing to short term renters has created such controversy that laws have been created for regulation and assessment. In this session we will discuss the current laws and regulations, possible effects on property valuation, and relevant approaches to value.

Internal Controls for Inventory and Equipment

Monday, February 20, 2023

4:00 p.m. - 5:00 p.m., Shubert Complex, 6th Floor

This session will discuss the internal control framework for inventory and equipment and go through the elements of a control environment to help ensure assets are protected.

Title Placeholder

Monday, February 20, 2023

4:00 p.m. - 5:00 p.m., Majestic Complex, 6th Floor

Course description placeholder

Reserved for Special Programming

Monday, February 20, 2023

4:00 p.m. - 5:00 p.m., Empire Complex, 7th Floor

Course description placeholder

The New York City Building Code: An Overview of Changes and Updates

Engineering Track

Monday, February 20, 2023

4:00 p.m. - 5:00 p.m., Duffy/Columbia, 7th Floor

In 2022, the most recent New York City Construction Codes went into effect. This comprehensive revision to the codes contained over 600 major updates, and thousands of smaller changes, which were

intended to improve safety and incorporate the latest in building technologies. The Department engaged the services of the International Code Council to assist with research and development of the first draft of the New York City Existing Building Code provisions using the International Existing Building Code (IEBC) as a model. This session will discuss the changes and updates with an emphasis on elements specifically drafted to address alterations performed on existing buildings.

Reforming GML Article 18

Legal Track

Monday, February 20, 2023

4:00 p.m. - 5:00 p.m., Astor Ballroom, 7th Floor

General Municipal Law Article 18 is the only statutory law applicable to local governments on conflicts of interest and other ethical issues. Almost everyone agrees the law needs some significant changes, but few can agree on what those should be. This course will go over the basics of the law, what shortcomings exist in its current version, and ideas on how it can be amended in a practical way.

Title Placeholder

Code Enforcement Officers Track

Monday, February 20, 2023

4:00 p.m. - 5:00 p.m., Soho Complex, 7th Floor

Course description placeholder

TUESDAY, FEBRUARY 21, 2023

Breakfast with the Association

Tuesday, February 21, 2023

8:45 a.m. – 10:00 a.m., Broadway Ballroom, 6th Floor

Includes invited speakers.

Title Placeholder

Code Enforcement Officers Track

Tuesday, February 21, 2023

9:00 a.m. - 9:50 a.m., Soho Complex, 7th Floor

Course description placeholder

Electric Vehicle Chargers: Driving Economic Development with Little to No Investment

Tuesday, February 21, 2023

10:00 a.m. – 10:50 a.m., Imperial/Juilliard, 5th Floor

Every day, we see more Electric Vehicles (EVs) on the road. A trend experts agree will only increase in the years to come. Manufacturers recently announced lower-priced EV models and federal and state governments have continued incentives to make EV ownership more affordable than ever. Couple this with the recently announced state requirements on transitioning fleet vehicles to electric, and every community needs to look at where to put EV chargers, and how.

This presentation will begin with a high-level look at the types of EV chargers, what is involved with their installation, and how they can encourage visitation and economic development in your community.

After this overview, the group will discuss past, current, and potential future funding opportunities to offset the cost of installation of chargers, in both public and private locations.

Finally, we will review the locations of three small EV charging sites that are great examples of proper locations for EV charging. Each site uniquely increases visitation to the community or amenities within the community. We also will review which incentives and grants were utilized and how each project was coordinated including the use of local labor.

A Legislative and Regulatory Update on Environmental Issues in New York State

Tuesday, February 21, 2023

10:00 a.m. – 10:50 a.m., Belasco/Broadhurst, 5th Floor

The 2022 Legislative Session resulted in several new pieces of legislation expanding the protection of wetlands and streams in New York, addressing attention to climate change as part of air permit application review and examining the impact on disadvantaged communities as part of the environmental review of permit applications. These changes are being carried forward by rule-making by the NYS Department of Environmental Conservation, including most notably in the pending proposed changes to Part 621 which governs permit issuance by NYSDEC

Progressive Discipline

Tuesday, February 21, 2023

10:00 a.m. – 10:50 a.m., Alvin/Carnegie, 5th Floor

In this session, participants will learn about the legal and contractual parameters regarding discipline of Civil Service employees. In addition, participants will learn about the concept of progressive discipline, and how utilizing the steps of progressive discipline can help the employer be successful in enforcing and sustaining appropriate employee discipline.

Leveraging Public-Private Partnerships to Drive Down Costs and Improve Services

Tuesday, February 21, 2023

10:00 a.m. – 10:50 a.m., Booth/Edison, 5th Floor

The next few years of local government finance could get pretty challenging. The national and state economic conditions can play havoc with your local revenues and expenses. As revenues tighten and expenses climb, your constituents continue to demand a high level of service and strong quality of life. This session will overview case studies of communities who have partnered with the private sector to keep costs low and services strong.

Fiscal Responsibilities of the Town Clerk

Tuesday, February 21, 2023

10:00 a.m. – 10:50 a.m., Shubert Complex, 6th Floor

This session will assist town clerks in understanding their major financial duties and responsibilities. We will discuss the importance of having a system of internal controls, reconciliations, and timely reports, along with other important fiscal oversight topics.

FirstNet: A Single, Interoperable Network for Public Safety by Public Safety

Tuesday, February 21, 2023

10:00 a.m. – 10:50 a.m., Majestic Complex, 6th Floor

The First Responder Network Authority of the United States – FirstNet – was created under the Middle Class Tax Relief and Job Creation Act of 2012 as an independent authority within the National Telecommunications and Information Administration. The purpose of FirstNet is to establish, operate, and maintain an interoperable public safety broadband network. Come learn how FirstNet is deploying, operating, and improving the first high-speed, nationwide wireless broadband network dedicated to public safety. And how this reliable, highly secure, interoperable, and innovative public safety

communications platform will bring 21st century tools to public safety agencies and first responders, allowing them to get more information quickly and helping them to make faster and better decisions.

State and Federal Funding: Financing and Resources for Municipalities

Tuesday, February 21, 2023

10:00 a.m. - 10:50 a.m., Empire Complex, 7th Floor

Are you interested in bringing grant dollars home to your community? This session will cover all aspects of the grant process -- from applying to administration. In addition to reviewing the steps to consider when planning for community development needs, the speaker will also discuss pre-application homework, funding source requirements, as well as reporting requirements. New CDBG program areas including farmworker housing and new affordable housing construction will also be discussed. If you want to learn the A to Z of applying for community development grants, this is the session for you!

The Realities of Allowing Cannabis Sales in Your Town

Tuesday, February 21, 2023

10:00 a.m. – 10:50 a.m., Duffy/Columbia, 7th Floor

Course description placeholder

Diversity through Procurement

Legal Track

Tuesday, February 21, 2023

10:00 a.m. – 10:50 a.m., Astor Ballroom, 7th Floor

This class will explore ways to encourage and expand opportunities for diversity, equity, and inclusion through procurement practices that encourage minority and woman-owned business enterprises, veteran-owned and service-disabled veteran owned small businesses, utilization plans, and local laws.

Title Placeholder

Code Enforcement Officers Track

Tuesday, February 21, 2023

10:00 a.m. – 12:00 p.m., Soho Complex, 7th Floor

Course description placeholder

Title Placeholder

Tuesday, February 21, 2023

11:00 a.m. - 12:30 p.m., Imperial/Juilliard, 5th Floor

Course description placeholder

The Duties of Code Enforcement and the Direct Impact it can have on a Community

Tuesday, February 21, 2023

11:00 a.m. - 12:30 p.m., Belasco/Broadhurst, 5th Floor

Code enforcement officers play a crucial role in daily community operations and quality of life. Their duties have a direct impact on property values and community image. Presented by the New York State Building Officials Conference (NYSBOC), this session will provide town officials an overview and discussion of the building code enforcement process, a discussion of the legal requirements for building and codes departments, and perhaps most importantly to those unfamiliar with code enforcement, a listing of the benefits of enforcement efforts. Supervisors, board members and municipal officials from outside building and codes departments are encouraged to attend. Please bring your questions!

New York State Civil Service Law and How It Impacts Hiring and Firing Decisions

Tuesday, February 21, 2023

11:00 a.m. - 12:30 p.m., Alvin/Carnegie, 5th Floor

In this session, participants will learn: who is the hiring authority, and how the answer differs depending on the employee's job title; how an employee's civil service job title and/or classification impact whether they're eligible to be hired; and, how an employee's civil service classification, years of service, exempt volunteer firefighter or war veteran status impact what due process rights, if any, the employee has before being subject to discipline.

Dazed and Confused About Employee Drug and Alcohol Testing?

Tuesday, February 21, 2023

11:00 a.m. - 12:30 p.m., Booth/Edison, 5th Floor

Learn the sobering truth about the hazards of drug and alcohol use in the workplace, and the rights and obligations of municipal employers as they deal with impaired employees. We will provide a high-level discussion on the regulatory framework of drug and alcohol testing with a particular focus on the newly enacted Marijuana Regulation and Taxation Act.

The Legalities of Purchasing and Competitive Bidding

Tuesday, February 21, 2023

11:00 a.m. - 12:30 p.m., Shubert Complex, 6th Floor

The Office of the State Comptroller's Legal Division will discuss legal requirements for competitive bidding, including statutory amendments to the General Municipal Law Section 103 and various exceptions to the bidding requirements.

A Zoning Discussion

Tuesday, February 21, 2023

11:00 a.m. - 12:30 p.m., Majestic Complex, 6th Floor

Zoning has some very vocal critics, but frequently what is missed is that zoning is a flexible tool; it can be applied surgically and to delicate purpose and it can be among the most far reaching legislative actions a local government can take. Just as one size does not actually fit all, zoning actions can be tailored to fit the community. Typically, it is used to separate incompatible uses, but it can also channel development, protect local natural resources or preserve the often unique community character a town has. Contrary to what many think, protection of a great deal of these assets is left to local governments. This course takes a focused look at zoning and how it can be used to address some of the challenges local governments have encountered in recent years.

Turning a Handout into a Handshake: Partnering for Funding Success

Grants Track

Tuesday, February 21, 2023

11:00 a.m. - 12:30 p.m., Empire Complex, 7th Floor

As town leaders, you are well aware that municipalities in New York State have had to accomplish more with fewer resources, year after year. Elected leaders and their dedicated staff have been straining to provide high quality services while striving to maintain infrastructure viability and still meeting the state-mandated tax cap. With coffers in many town halls running low under this strain, state or federal grant funding and low-interest financing has often meant the difference between a deferred dream and an implemented project of real significance to the community.

With unprecedented levels of funding available at the State and Federal level for infrastructure and community revitalization, it is key that town take this opportunity to build partnerships with grant

fundings rather than seeking a handout. Put another way, it is essential to learn how to turn a handout into a handshake. This session will provide four tools to help the funding agency achieve their mission by investing in yours, and provide case studies and models that you can bring home to your community and put into practice for 2023.

The State Revolving Funds and Implementation of the Infrastructure Investment and Jobs Act
Tuesday, February 21, 2023

11:00 a.m. - 12:30 p.m., Duffy/Columbia, 7th Floor

The Environmental Facilities Corporation administers the New York State Revolving Funds. The Infrastructure Investment and Jobs Act, commonly known as the Bipartisan Infrastructure Law, was enacted on November 15, 2021 and makes more than \$50 billion available for improving our nation's drinking water, wastewater, and stormwater infrastructure, \$43 billion of which will be provided nationally over the next five years through the State Revolving Fund programs. This session will provide an overview of the Environmental Facilities Corporation, the New York State Revolving Funds, state water grants, and funding available from the Infrastructure Investment and Jobs Act and federal requirements applicable to the funding.

Public Libraries and Local Government
Legal Track

Tuesday, February 21, 2023

11:00 a.m. – 12:00 p.m., Astor Ballroom, 7th Floor

There are four types of public libraries in New York State: association, municipal, school district, and special legislative district. Libraries are subject to various parts of the Education Law, Labor Law, Public Officers Law, Civil Service Law, General Municipal Law, Not-for-Profit Corporation Law, as well as numerous other New York State laws. Each of these library types has several variations, and it is critical for all associated with the governance of the library to clearly understand their configuration. For example, public libraries, those considered to be municipal, school district or special legislative district libraries, are subject to several laws, regulations and policies designed to protect the public interest that association libraries are not subject to. This presentation will provide a broad overview of the public library system and the most notable laws and regulations that govern them.

Update on Solar Valuation Suit against the State

Tuesday, February 21, 2023

1:00 p.m. - 1:50 p.m., Astor Ballroom, 7th Floor

This course will discuss the litigation surrounding New York State's wind and solar valuation model. It will discuss the Model generally, the procedure and posture of the law suit brought to temporarily restrain the use of the Model, and will update on the status of the litigation. The course will also discuss the practical application in light of the temporary restraining order against use of the Model and any recent decisions in the proceeding.

Title Placeholder

Code Enforcement Officers Track

Tuesday, February 21, 2023

1:00 p.m. – 5:00 p.m., Soho Complex, 7th Floor

Course description placeholder

Who's The Boss: Justice Courts and Town Boards

Tuesday, February 21, 2023

2:00 p.m. - 2:50 p.m., Imperial/Juilliard, 5th Floor

Who has the authority to hire and fire the court clerk? Can the town board reduce a justice's salary? Justice courts and town boards can clash when there is a misunderstanding regarding their respective roles and authority. This class goes over the legal authority and interactions between the board and courts.

Paid in Full: Moving Payers from Option to Adoption
Tuesday, February 21, 2023

2:00 p.m. - 2:50 p.m., Belasco/Broadhurst, 5th Floor

While citizens clamor for (or new vendors push) yet another new payment option — think ApplePay or PayPal, or text-to-pay—the reality is digital adoption often lags significantly, leaving you with an extra account to reconcile, another system to maintain, more calls to answer and the same pile of past due notices.

If you touch any aspect of billing and payments for your town, you'll want to attend this session. We discuss how to communicate and engage your payers, moving them from asking for options to adoption of digital payments, promoting self-service, automating your collection process, and bringing in more revenue faster.

Take away best practices for paper billing statement design, ADA-compliant online checkout, Text-2-Pay, QR code evolution, remote location or field agent payments, self-service kiosks and more.

New York State ConnectALL Initiative

Tuesday, February 21, 2023

2:00 p.m. - 2:50 p.m., Alvin/Carnegie, 5th Floor

Come hear about the State's ConnectALL initiative, a billion dollar program (the largest ever investment in New York's 21st century infrastructure) that will deliver affordable broadband to millions of New Yorkers and transform the state's digital infrastructure through new investments, including three new grant programs to provide funding to local municipalities and other entities to plan, engineer, and construct accessible broadband infrastructure to connect New Yorkers in rural and urban areas statewide to broadband.

Certificates and Filings: Birth, Death, and Marriage – Part 1 (Births & Deaths)

Town Clerk Track

Tuesday, February 21, 2023

2:00 p.m. - 2:50 p.m., Booth/Edison, 5th Floor

A Department of Health representative will present on and answer questions related to birth, death, and marriage certificates and filings. The first session will focus on Births and Deaths, including EDRS.

Fiscal Oversight Responsibilities of the Governing Board

Tuesday, February 21, 2023

2:00 p.m. - 2:50 p.m., Shubert Complex, 6th Floor

The governing board plays an important role in the financial oversight of the town. This session will discuss some key functions including budget responsibilities, interim reporting, the audit of claims, and the annual audit requirements.

County Referral

Tuesday, February 21, 2023

2:00 p.m. - 2:50 p.m., Majestic Complex, 6th Floor

Many applications before local boards require referral to the county planning agency before action can be taken on them. This course reviews the requirements of General Municipal Law 239-l, -m, and -n and the law's impact on local decision making. It includes discussion of the benefits of county referral, the effect of recommendations from the county planning agency, and the consequences of failing to make a required referral to the county planning agency.

State and Federal Funding, Financing and Resources for Municipal Infrastructure: Part 1

Tuesday, February 21, 2023

2:00 p.m. - 2:50 p.m., Empire Complex, 7th Floor

Meet state and federal agency representatives to learn about funding opportunities for safe and clean water management and other community investments. If you think you will apply for grant or financing opportunities in 2023, this course features updates on funding and financing programs, dialogue on the importance and opportunities for co-funding, and a panel discussion with audience participation.

A New York State of (Retirement) Mind: A Status of Retirement Readiness for Government Employers and Employees

Tuesday, February 21, 2023

2:00 p.m. - 2:50 p.m., Duffy/Columbia, 7th Floor

This session will discuss where New York local governments are in regards to retirement readiness – the good, the bad, and you know the rest. Topics will include: healthcare and retirement savings, the connections of rising costs and lower savings rates; strategies to getting the most out of your pension plan; 457 deferred compensation plans; educating your town board and employees – the key to success; asset maps to gain a clear picture of your financial situation; and a value proposition to employers.

Religious Expression in the Workplace: US Supreme Court Cases of *Kennedy v. Bremerton School District* and *Shurtleff v. City of Boston*

Legal Track

Tuesday, February 21, 2023

2:00 p.m. - 2:50 p.m., Astor Ballroom, 7th Floor

Course description placeholder

Title Placeholder

Tuesday, February 21, 2023

3:00 p.m. - 3:50 p.m., Imperial/Juilliard, 5th Floor

Course description placeholder

Title Placeholder

Tuesday, February 21, 2023

3:00 p.m. - 3:50 p.m., Belasco/Broadhurst, 5th Floor

Course description placeholder

Title Placeholder

Tuesday, February 21, 2023

3:00 p.m. - 3:50 p.m., Alvin/Carnegie, 5th Floor

Course description placeholder

Certificates and Filings: Birth, Death, and Marriage – Part 2 (Marriages)

Town Clerk Track

Tuesday, February 21, 2023

3:00 p.m. - 3:50 p.m., Booth/Edison, 5th Floor

A Department of Health representative will continue their presentation on and answer questions related to birth, death, and marriage certificates and filings. The second session will focus on Marriages.

Retirement System Update

Tuesday, February 21, 2023

3:00 p.m. - 3:50 p.m., Shubert Complex, 6th Floor

This session will provide an update on the New York State and Local Retirement System, including detailed information about the System Redesign changes that were implemented in 2019. Find out how this will impact employers as users of the system, new reporting requirements, enhanced features of the system and how this will improve the experience of employers and members as they interface with the upgraded system.

Stormwater Regulations for Local Review Boards, Part 1

Tuesday, February 21, 2023

3:00 p.m. - 3:50 p.m., Majestic Complex, 6th Floor

Nearly every project that comes before a board for review has stormwater impacts to consider. This course examines the relationship between different types of development and the potential for environmental damage from increased runoff, on-site best management practices, and the specific role of project review boards to mitigate stormwater impacts from new development with local, state, and federal regulations.

State and Federal Funding, Financing and Resources for Municipal Infrastructure: Part 2

Tuesday, February 21, 2023

3:00 p.m. - 3:50 p.m., Empire Complex, 7th Floor

Meet state and federal agency representatives to learn about funding opportunities for safe and clean water management and other community investments. If you think you will apply for grant or financing opportunities in 2023, this course features updates on funding and financing programs, dialogue on the importance and opportunities for co-funding, and a panel discussion with audience participation.

Obstructions in the Right of Way

Legal Track

Tuesday, February 21, 2023

3:00 p.m. - 3:50 p.m., Astor Ballroom, 7th Floor

The term Rights of Way (ROW) often is misunderstood. Obstructions in the ROW include, among others, debris, trees, fences, brick mail boxes or other personal property that obstruct safe and open access. A term of art combined with an obstruction can lead to conflicts with land-owners who are adjacent to the ROW. This session will provide a general overview of the statutes, agency opinions and cases regarding trees and obstructions in public ROW.

Q&A with the Association of Towns' Legal Staff

Tuesday, February 21, 2023

4:00 p.m. - 5:00 p.m., Imperial/Julliard, 5th Floor

This session offers an opportunity to ask attorneys from the Association of Towns your legal questions.

The Modernized AUD – Coming Soon

Tuesday, February 21, 2023

4:00 p.m. - 5:00 p.m., Shubert Complex, 6th Floor

The Office of the State Comptroller (OSC) is releasing a new Annual Financial Report (AFR) application, which will be used to submit annual reports beginning with fiscal periods ending in 2023. Come learn about new system features; how to complete reports in the AFR; what additional information you will need to report; and about training resources being provided by OSC.

Stormwater Regulations for Local Review Boards, Part 2

Tuesday, February 21, 2023

4:00 p.m. - 5:00 p.m., Majestic Complex, 6th Floor

Nearly every project that comes before a board for review has stormwater impacts to consider. This course examines the relationship between different types of development and the potential for environmental damage from increased runoff, on-site best management practices, and the specific role of project review boards to mitigate stormwater impacts from new development with local, state, and federal regulations.

Ethics Title TBD

Legal Track

Tuesday, February 21, 2023

4:00 p.m. - 5:00 p.m., Astor Ballroom, 7th Floor

Course description placeholder

WEDNESDAY, FEBRUARY 22, 2023

Annual Business Meeting

Wednesday, February 22, 2023

8:00 a.m. – 10:00 a.m., Astor Ballroom, 7th Floor

All may attend, but participation and voting is restricted to accredited delegates or alternates of member towns.

Title Placeholder

Code Enforcement Officers Track

Wednesday, February 22, 2023

9:00 a.m. – 12:00 p.m., Soho Complex, 7th Floor

Course description placeholder



TOWN OF CHENANGO DEPARTMENT HEAD EVALUATION FORM

Employee Name:	Job Title:
Date of Evaluation:	Board Member 1:
	Board Member 2:
Competency	Employee Rating
<p>Communication: Employee expresses thoughts clearly in writing and verbally; projects positive manner in all forms of communication; responds diplomatically.</p>	<input type="checkbox"/> Excellent <input type="checkbox"/> Satisfactory <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Not Applicable
<p>Problem Solving / Decision Making: Employee demonstrates ability to make decisions; involves others as appropriate, demonstrates ability to resolve issues.</p>	<input type="checkbox"/> Excellent <input type="checkbox"/> Satisfactory <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Not Applicable
<p>Building Trust: Employee demonstrates ability to keep commitments and meet deadlines; exhibits integrity and honesty with colleagues and customers; demonstrates ability to be open to views of others; takes responsibility for own actions in conflict resolution.</p>	<input type="checkbox"/> Excellent <input type="checkbox"/> Satisfactory <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Not Applicable
<p>Conflict Resolution: Employee demonstrates ability to resolve conflict with person directly involved; demonstrates active listening skills; focuses on conflict resolution, not blame.</p>	<input type="checkbox"/> Excellent <input type="checkbox"/> Satisfactory <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Not Applicable

<p>Teamwork: Employee demonstrates ability to work as part of a team; seeks the perspective and expertise of others; looks for opportunities to support others on team.</p>	<ul style="list-style-type: none"> <input type="checkbox"/> Excellent <input type="checkbox"/> Satisfactory <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Not Applicable
<p>Customer Services Oriented: Employee demonstrates strong customer service orientation with the ability to provide clear consistent information and service; demonstrates ability to handle difficult customers; delivers service in a timely and professional way.</p>	<ul style="list-style-type: none"> <input type="checkbox"/> Excellent <input type="checkbox"/> Satisfactory <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Not Applicable
<p>Work Experience: Accreditations, licensing or other requirements are in good standing. Expert level of performance in areas of job purpose (mission), maintenance and use of department specific tools.</p>	<ul style="list-style-type: none"> <input type="checkbox"/> Excellent <input type="checkbox"/> Satisfactory <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Not Applicable
<p>Job Knowledge, Skills and Abilities Rating</p>	<p>Employee Rating</p>
<p>Describe employee's job knowledge skills and abilities as it relates to the position.</p>	<ul style="list-style-type: none"> <input type="checkbox"/> Excellent <input type="checkbox"/> Satisfactory <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Not Applicable
<p>Education, course training or other advancements achieved during the past year in this position.</p>	<ul style="list-style-type: none"> <input type="checkbox"/> Excellent <input type="checkbox"/> Satisfactory <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Not Applicable
<p>Sets goals and objectives for his/her personal growth and employees under his/her direction.</p>	<ul style="list-style-type: none"> <input type="checkbox"/> Excellent <input type="checkbox"/> Satisfactory <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Not Applicable

<p>Official records and documents are maintained in compliance with federal, state, local regulations.</p>	<p><input type="checkbox"/> Excellent <input type="checkbox"/> Satisfactory <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Not Applicable</p>
<p>Appropriate and adequate information is provided in a timely manner to the Supervisor and Board.</p>	<p><input type="checkbox"/> Excellent <input type="checkbox"/> Satisfactory <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Not Applicable</p>
<p>Ensures Town policies, procedures and work rules are adhered to within department.</p>	<p><input type="checkbox"/> Excellent <input type="checkbox"/> Satisfactory <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Not Applicable</p>
<p>Describe employee's <u>unique skills</u> important to the position/department.</p>	
<p>Goals or objectives for improvement:</p>	

Excellent: Exceeds the minimum requirements

Satisfactory: Meets the minimum requirements

Needs Improvement: Does not meet the minimum requirements

Comments from Board Member #1:

Employee's Comments:

Comments from Board Member #2:

Employee's Comments:

Board Member #1 Signature:

Employee Signature:

Board Member #2 Signature:

Date:

Date:



TOWN OF CHENANGO

Town Board

1529 NY Route 12
Binghamton, NY 13901
Telephone: (607) 648-4809
Fax: (607) 648-6533

Town of Chenango

Town Board - Complaint Policy/Procedure

When in receipt of a written complaint, Town Board members shall:

- Forward a copy of the complaint to all Board members and the Town Attorney.
- Town Attorney will assess the urgency of the complaint and advise the Board
- Given the complaint has been identified as non-urgent, the correspondence would be added to the next available agenda for a Board discussion.
- The Board would determine the course of action related to the letter, which may include but is not limited to, preparing a written response to the complainant, adding the subject to the Board's future topics list or possibly take no action.
- Certify decision with a majority vote of the Town Board (3).

In receipt of a verbal complaint, Town Board Members shall:

- Offer a suggestion to the complainant to put their thoughts in writing to the full Board
- Suggest the complainant attend a Town Board meeting and utilize the Open Forum to present the issue.

To: Town Board

From: Supervisor

Re: TOC Rules of Order – DRAFT

Date: 12.15.22

The Board made some progress on the Rules of Order at our last meeting. I hope to facilitate your review of the additional points for Use of recording equipment, Motions and Resolutions, Town Board Members, Public Comment and Public Hearings with the attached documents. Please determine which points you would consider incorporating into our document or offer alternatives for the Board discussion.

Attached you will find:

- The AOT Rules of Order with modifications based on the Board's discussion 12.7.22.
- A compilation of sample Rules of Order from other municipalities that may be of value to our discussion. There was much duplication within the originals however the original documents submitted by Gene Hulbert are also included.
- Our current Code of Conduct in place at meetings.

JWK

Sample Rules of Order
Association of Towns of the State of New York

Resolution Adopting Rules of Order of the Town Board of the Town of _____

Whereas, Town Law § 63 provides that the Town Board may determine the rules of its procedure;

Now, Therefore Be It Resolved that the following Rules of Order be and the same are hereby adopted pursuant to Town Law § 63:

Rules of Order of the Town Board of the Town of _____

1. The Supervisor shall preside at all meetings of the Board and shall preserve order and decorum in debate.
2. The Supervisor, immediately following the opening of every regular meeting of the Board, shall proceed to the regular order of Town business as follows: reception of petitions and other communications addressed to the Town Board, reports of committees, reports of officers and departments and introduction of resolutions and motions.
3. **Public Hearings:** It shall be the duty of the Supervisor to preside at all general or special business hearings to instruct all persons addressing the Board to state their names and addresses and to request those in favor of the proposal before the Board to speak first and those in opposition to speak last. At such hearings the Board may by special rules prescribe the time to be allotted to each speaker and the number of times each speaker may speak.
4. At the **close of the public hearing** as provided for in paragraph 3 above, the Supervisor may grant any member of the general public in attendance at such meeting a reasonable opportunity to be heard on any question or subject in which the Town or its government is concerned.
5. Every resolution or **motion must be seconded** before being put to a vote by the Supervisor and all resolutions or motions shall be recorded in their entirety in the official minutes of the Town Board.
6. The Supervisor may offer or second a resolution or a motion and need not relinquish the chair for such purpose.
7. **No motion or resolution may be brought to a vote except by the majority consent of those present**, unless printed or typewritten copies thereof are presented to each member of the Board 48 hours prior to the opening of the meeting at which such motion or resolution is offered.

8. **No member shall speak more than once** on any questions until every member choosing to speak shall have spoken, nor more than twice in any case without leave of the Board.
9. When a question is **under debate**, no motion shall be entertained unless (a) for an adjournment or recess, (b) for the previous question to lay on the table, (c) to postpone to refer to a committee, or (d) to amend. These latter motions are neither amendable nor debatable.
10. No motion shall be made to offer any amendment to an amendment already before the Board on any proposition.
11. A majority vote of all the members of the Board shall be required to **suspend these rules of order**. A majority of the Board shall constitute a quorum.
12. If the above stated rules are or become at any time in conflict with the statutory law, the statutory law shall take precedence.
13. No member of the public shall engage in any demonstration, booing, hand clapping or otherwise disrupt the formality of a town board meeting.
14. Any persons speaking to the Board with the consent of the Supervisor shall address their remarks to the Board, not to other members of the audience in the form of a debate.

Town of Stillwater

1. Placards, banners or other signs shall not be permitted in the meeting rooms. Distribution of flyers or other materials shall not be permitted without the express permission of the Presiding Officer.

Public Comment at Agenda Meetings.

1. Persons desiring to speak at the Agenda Meeting must sign in upon entering the room, indicating their request to address the Board. Speakers shall be recognized in the order that they signed in, and the Presiding Officer may, at his or her discretion, limit the time afforded to a speaker.
2. The Presiding Officer may, in his or her discretion, recognize additional speakers upon request, after taking into consideration the number of registered speakers and the total time for public comment.
3. Rules of Conduct.
 - a. Comment and questions may be submitted orally or in writing before or at the Town Board meeting. Questions submitted or comments made may be answered either at the meeting or by oral or written response to the submitter by the appropriate Town official after the meeting.
 - b. Attendees shall remain seated until recognized by the Presiding Officer and shall not interrupt the procedures of the Board or the conduct of the meeting. Each speaker shall state his or her name, address, organization, if any, and the subject he or she will be addressing.
 - c. Speakers may not address the Board until recognized by the Presiding Officer. Comments by speakers must be addressed to the Town Board as a body.
 - d. Speakers shall observe the commonly accepted rules of courtesy, decorum, dignity and good taste. Speakers may not make personal comments about public officials, Town residents or others.
 - e. A speaker may disagree with or support prior speakers in comments directed to the Town Board, but direct exchanges between speakers and other attendees of the meeting is prohibited.
4. A person who disregards the directives of the Presiding Officer in enforcing these Rules, disturbs the peace at a meeting, makes

Section 9. General Rules of Procedure

The Chair shall preside at meetings and shall preserve order and decorum in debate. In the Chair's absence, the Vice Chair shall preside or, if absent, another Board member designated by the Chair or the Board. The presiding officer may debate, move and take other action that may be taken by other members of the Planning Board.

Planning Board members are not required to rise but must be recognized by the presiding officer before making motions and speaking.

Every resolution or motion must be seconded before being put to a vote by the Chair, and all resolutions or motions shall be recorded in their entirety in the official minutes of the Planning Board.

The Chair may offer or second a resolution or a motion and need not relinquish the chair for such purpose.

No motion or resolution may be brought to a vote except by the majority consent of those present, unless printed or typewritten copies thereof are presented to each member of the Board 48 hours prior to the opening of the meeting at which such motion or resolution is offered.

A member, once recognized, shall not be interrupted when speaking unless it is to call the member to order. If a member, while speaking, is called to order, such member shall cease speaking until the question of order is determined, and, if in order, such member shall be permitted to proceed.

There is no limit to the number of times a member may speak on a question.

Motions to close or limit debate may be entertained but shall require a two-thirds majority vote.

Town of Skaneateles

Section 10. Guidelines for Public Comment

A. General Procedures

The public shall be allowed to speak only during a public hearing or during a public comment period of the meeting or at such other times as a majority of the Planning Board shall allow. The presiding officer may limit the time allowed for members of the public to speak.

Speakers must give their name, address and organization, if any. Speakers must be recognized by the presiding officer.

Planning Board members may, with the permission of the Chair, interrupt a speaker during their remarks, but only for the purpose of clarification or information.

All remarks shall be addressed to the Planning Board as a body and not to any member thereof.

Speakers shall observe the commonly accepted rules of courtesy, decorum, dignity and good taste.

Interested parties or their representatives may address the Planning Board by written communications. Written communications shall be delivered to the Secretary of the Planning Board. Speakers should not read written communications verbatim but should summarize their contents.

Citizens with disabilities who require assistance in attending any meeting, or in furnishing comments and suggestions, should contact the Secretary to the Planning Board to request such assistance.

B. Public Hearings

It shall be the duty of the Chair to preside at all general or special business hearings to instruct all persons addressing the Board to state their names and addresses and to request those in favor of the proposal before the Board to speak first and those in opposition to speak last. At such hearings the Chair or a majority of the Board may, by special rules, prescribe the time to be allotted to each speaker and the number of times each speaker may speak.

The Planning Board may hold a matter open for a reasonable period of time to accept written comment.

Section 11. Use of Recording Equipment.

All members of the public, public officials and representatives of the media are allowed to audiotape or videotape public meetings. The recording shall be done in a manner that does not interfere with the meeting. Any set-up of recording or camera equipment must be done in advance of the meeting so as to not be unduly disruptive, unless otherwise authorized by the Presiding Officer. Recording is not allowed during executive sessions.

TOWN OF NAPLES

E. Meeting Protocol.

1. The Chairperson of the Board shall preserve order and decorum at all meetings of the Board.

2. Every Board member, prior to his/her speaking shall address himself or herself to the Chairperson. When two or more members of the Board address the Chair at once, the Chairperson shall name the Board member who is to speak first: No Board member shall speak more than once on any question, until every Board member choosing to speak shall have spoken.

3. A Board member called to order shall immediately come to order, except that he/she will be permitted to explain. If an appeal shall be taken from a decision of the Chairperson, the Board shall decide the case by majority vote without debate.

4. PERMISSION FOR THE PUBLIC TO SPEAK BEFORE THE BOARD

Approved advance requests from the public shall have the right to address the Board during the Privilege of the Floor portion of a Board meeting. The Chairperson may invite other comments from the public at this time. If so, members of the audience may address the Board on a matter of public concern. The time allotted for addressing the Board shall be limited to three minutes unless the Chairperson has granted prior approval for additional time.

5. MOTIONS AND RESOLUTIONS

a. No motion shall be stated, debated; or put, unless it is seconded. After a motion is stated and seconded, it shall be before the Board, any such motion may be withdrawn by the Board Member offering the motion at any time prior to decision or amendment.

b. If any question in debate contains several distinct propositions, any Board member may have the same divided.

c. Votes, when recorded: The name of the Board member offering a motion or resolution, and the name of the Board members seconding the motion or resolution shall be entered into the minutes. The ayes and nays and abstentions upon any question shall be taken and entered in the minutes. Any such motion must be made by a Board member, be duly seconded and then be approved by an affirmative vote of a majority of the Board.

d. Members who are absent from a meeting may, at a subsequent meeting of the Board, nevertheless vote on a

. matter that was the subject of the missed meeting as long as the member has reviewed and familiarized themselves with the subject matter before voting.

e. Every motion or resolution, as amended _before the Board, shall be laid over until the next regular session of the Board if so called for by any member of the Board. No farther action may be taken on the motion,

.. resolution or its amendments to same, but limited discussion may occur at the discretion of the Chairperson. No member shall be required to tell his/her reason for the lay-over of the motion or resolution. Any action on a laid- over motion or resolution must take place at the next scheduled meeting. No motion or resolution may be laid over a second time.

f. All questions of order not addressed specifically by these procedure protocols may be decided by legal counsel based on applicable law.

A motion to adjourn, duly seconded, shall always be in order and shall be decided without debate by an affirmative vote of a majority of the Board.

TOWN OF MAINE

Meeting Procedures

- There will be one public comment period during each regularly scheduled Board meeting. The public comment period shall be at the beginning of the meeting directly following the pledge of allegiance. Except for the case of public hearings or special public information meetings, the public comment portion of the meeting is the only time when comments will be permitted by the public.
- The public comment period is designed for comments only. The Town Supervisor, in his discretion, may direct questions to the appropriate person to respond.
- Each speaker must sign up to participate in the public comment period prior to the start of the meeting. By doing so, each speaker agrees to abide by these rules.
- Each speaker during the public comment period is limited to speak one time for a period not to exceed five minutes. The time limit shall be enforced by the Town Supervisor (or his designee). Any request for extension of this time limit must be made to the Town Supervisor who has the discretion to extend the time to speak. The Town Supervisor shall have discretion to shorten the time limit, provided that the shortened time limit is applied equally to all speakers.
- Comments by speakers must be addressed to the Town Supervisor. Attendees may not address the Town Board until recognized by the Town Supervisor.
- Any audio/visual or similar equipment to be used to support public comments must be approved by the Town Supervisor in advance of the meeting.
- Discussion between speakers and attendees of the public meeting or hearing is strictly prohibited.
- Comments must be related to legitimate Town business.
- Speakers must present their remarks in a courteous manner and may not make personal comments about public officials, town residents or others.
- Placards, banners, or other signs are not permitted in meeting rooms, nor the distribution of flyers.
- A person who disregards the directives of the Town Supervisor in enforcing the rules, disturbs the peace at the meeting, makes slanderous remarks or generally conducts himself in a

boisterous or inappropriate manner while addressing the Town Board, may be barred from further participation and may forfeit any balance of time remaining for his or her comments.

- If after a final warning, the speaker refuses to step down, the Town Supervisor will request that a Police Officer remove the individual from the meeting room. Such individual may be prosecuted for disorderly conduct pursuant to §240.20 of the Penal Law.
- All cell phones and pagers must be turned off or silenced.
- Minutes will be revised at the discretion of the Town Clerk. If at all possible, comments regarding the minutes should be submitted to the Town Clerk before the Board meeting.

The Agenda

- While an agenda is not required, the Town Board will endeavor to have an agenda prepared before each regularly scheduled meeting. The agenda will be prepared by the Town Clerk in consultation with the Town Supervisor. Items for the agenda shall be given to the Town Clerk by the Thursday directly prior to the next regularly scheduled Town Board Meeting.

Town Board Members

- A member shall not be interrupted when speaking unless by the Town Supervisor to call the member to order. If a member, while speaking, is called to order, such member shall cease speaking until the question of order is determined, and if in order, such member shall be permitted to proceed.
- There is no limit on the number of times a member may speak on a question.
- A member may, with permission of the Town Supervisor, interrupt a speaker during their remarks, but only for the purpose of clarification and information.
- All members shall observe the commonly accepted rules of courtesy, decorum, dignity and good taste.

VILLAGE OF MCGRAW

RULES OF PROCEDURE

§ 2-1. **Regular Meetings.** The board of Trustees' Regular meetings will be held on the First and Third Tuesdays of each Month, commencing at 6 PM at the Village Office.

, § 2-2. **Special Meetings.** Special Meetings of the Board of Trustees are all Board meetings other than Regular Meetings. The Mayor or any Trustee upon Notice to the entire Board may call a Special Meeting. Notice must be given to each member of the Board of Trustees by telephone, in person or e-mail at least 24 hours in advance of the meeting unless an emergency requires the meeting to be held on less than 24 hours' notice.

§ 2-3. **Quorum.** A quorum of the Board must be present in real-time. to conduct business. Presence at a meeting may be accomplished by electronic means. A quorum of the five-member board of Trustees is three, regardless of vacancies.

§ 2-4. **Executive Sessions.** Executive sessions must be held in accordance with the New York Public Officers Law, § 105. A motion made from a properly noticed and conducted open meeting must be entered into all executive sessions.

§ 2-5. **Agendas.** The agenda is to be prepared by the Clerk at the direction of the Mayor. The Mayor or any Trustee may have an item placed on the agenda. When possible, items for the agenda must be presented to the Clerk at least forty-eight (48) hours before the meeting start time. The agenda must be prepared by noon the day before the meeting however, items may be placed on the agenda at any time. If necessary, a supplemental agenda may be distributed at the beginning of the meeting.

§ 2-6. **Voting.** Pursuant to the New York Village Law and General Construction Law, each Member of the Board enjoys one vote. The Mayor may vote on a matter but must vote in case of a tie. A majority of the duly constituted body is necessary to pass a matter, unless otherwise specified by State Law. A vote upon any question must be taken by ayes and noes, and the name of the members present and their votes must be entered into the minutes.

§ 2-7. General Rules of Procedure.

- A. The Mayor presides at the meeting. In the Mayor's absence, the Deputy Mayor presides at the meetings of the Board. The Presiding officer may debate, move, and take any action that may be taken by other members of the Board. Board members are not required to rise, but must be recognized by the presiding officer before making motions

and speaking.

- B. Every Motion must be seconded before being put to a vote; all motions must be recorded in their entirety in the Boards minutes.
- C. Once recognized, a member may not be interrupted when speaking unless it is to call him/her to order. If a member is called to order, they must stop speaking until the question of order is determined and, if in order, they must be permitted to proceed. There is no limit to the number of times a member may speak on a question. Motions to close or limit debate may be entered and require a two- thirds super majority vote to pass.

§ 2-8. Guidelines for Public Comment.

- A. The public may speak only during the Public Comment period of the meeting or at such other times as a majority of the board allows,
- B. Speakers must give their Name and address and organization, if any,
- C.. The presiding officer must recognize speakers,
- D. Speakers must limit their remarks to five minutes on a given topic,
- E. Speakers may not yield any remaining time they may have to another speaker,
- F. Board members may, with the permission of the Mayor, interrupt a speaker during their remarks, but only for the purpose of clarification or information,
- G. All remarks must be addressed to the Board as a body and not to any member thereof,
- H. Speakers must observe the commonly accepted rules of courtesy, decorum, dignity, and good taste,
- I. Interested parties, or their representatives, may address the Board by written communications.

§ 2-9. Minutes.

- A. The Clerk is responsible for taking the minutes of the Board. Minutes must consist of a record or summary of a]] motions, proposal's, resolutions and any other matter formally voted upon and the vote thereon. Minutes must be taken while in executive session. Any action that is taken as a result of matters taken up in executive session must be adopted by

a formal vote after emerging from executive session. Executive session minutes must consist of a record or summary of the final determination of such action, and the date and vote thereon; provided, however, that such summary need not include any matter that is excepted by the New York Freedom of Information Law (FOIL).

B. Minutes must also include the following:

- (1) Name of the Board,
- (2) Date, place and time of Meeting,
- (3) Notation of the presence or absence of a Board members and time arrival or departure if different from time of call to order and adjournment,
- (4) Name and title of other Village officials and employees present and the approximate' number of attendee,
- (5) Record of communications presented to the Board,
- (6) Record of reports made by Board or other Village personnel; and,
- (7) Time of adjournment; and signature of Clerk or person who took the minutes if not Clerk.

C. Minutes should not contain a summary of the discussion leading to action taken or include verbatim comments unless a majority of the Board resolves to have the Clerk do so.

The Clerk is responsible for creating a draft of the minutes within the timeframe provided for under the New York Opening Meeting Law

TOWN OF FENTON

Town of Fenton Meeting Rules

All Town Board, Planning Board, and Zoning Board of Appeals (ZBA), meetings are required to be held in public for the purpose of allowing the public to observe these meetings. The law does not require these boards to set aside time at regular board meetings for public comment, except for the case of public hearings. Public participation is the purpose of a public hearing, which is required prior to the adoption of a local law or ordinance and in other cases, as specified by law.

Our boards believe that a public comment period should be scheduled for each meeting. However, they also believe that it is important that all periods of public input - whether they be public hearings or a public comment period - should abide by a set of rules that are designed to ensure that good order and civility is maintained at these meetings. The purpose of the public comment period is to discuss Town business only - questions and comments before or after that period will not be recognized.

In an effort to help the Town conduct efficient and productive meetings, the Town of Fenton, on Wednesday, November, 29 2017 adopted the following policy on Rules of Decorum at Public Meetings:

PUBLIC COMMENT PERIOD/PUBLIC HEARING/PUBLIC INFORMATION MEETING

- Each board will set an item on each agenda for public comment period. Except for the case of Public Hearings or special Public Information Meetings.
- o The public comment portion of the meeting is the only time when comments will be permitted by the public. Comments will not be allowed during other portions of these meetings except at the discretion of the Supervisor or Chairperson.
- The public comment period and public hearings and information meetings are designed for comments only. At the appropriate time, questions, comments and/or opinions will be taken by the Town Supervisor or Board Chairperson. Where appropriate, the Town Supervisor or Chairperson may direct the question, comment or opinion to the appropriate person to respond.
- Each speaker must state his or her name, their current address, and the subject he or she will be addressing.
- Each speaker during the public comment period is limited to speak one time, maximum three minutes in length. This rule will be enforced by the Town Supervisor or Chairperson. Any request of extension of this time limitation must be made to the Town Supervisor or Chairperson who has the discretion to extend the time to speak. In the case of public hearings, and at the discretion of the

Town Supervisor or Chairperson, speakers may be allowed to speak a second time, once everyone has been allowed to speak once.

- o The maximum length of the Public Comment portion of the meetings will be 45 minutes unless comments are exhausted earlier or at the discretion of the Town Supervisor or Chairperson to extend the time further.
- Comments by speakers must be addressed to the Town Supervisor or Chairperson.
- Attendees may not address the Town Board until recognized by the Town Supervisor or board Chairperson.
- Any audio/visual or similar equipment to be used to support the comments or issues of a speaker must be approved by the Town Supervisor at least 24 hours before the regularly scheduled meeting.
- Discussion or comments between speakers and other attendees of the public meeting or hearing is prohibited. A speaker may disagree with or support prior speakers in comments directed to the Town Board.
- In the case of Town Board meetings comments can be related to legitimate Town business.
- In the case of Planning Board or ZBA meetings comments must be related to only those topics that appear on the agenda for that specific meeting.
- Speakers should present their remarks in a courteous manner and may not make personal comments about public officials, town residents or others.
- Placards, banners, or other signs are not permitted in meeting rooms, nor the distribution of flyers.
- Board members must be recognized by the Town Supervisor or Chairperson before making motions and speaking.
- There is no limit on the number of times a member may speak on a question or issue.
- A member may, with permission of the Town Supervisor or Chairperson, interrupt a speaker during their remarks, but only for the purpose of clarification and information.
- All members shall observe the commonly accepted rules of courtesy, decorum, dignity and good taste.
- A person who disregards the directives of the Town Supervisor or board Chairperson in enforcing the rules, disturbs the peace at the meeting, makes impertinent or slanderous remarks or generally conducts himself/herself in a boisterous or inappropriate manner while

addressing the Town Board, could be barred from further participation and forfeit any balance of time remaining for their comments.

- If after a final warning, the speaker refuses to step down, the Town Supervisor or Chairperson will request that a Police Officer remove the individual from the meeting room. (§240.20 of the Penal Law.)
- All cell phones and pagers should be turned off.
- Minutes will be revised at the discretion of the Town Clerk. If at all possible comments regarding the minutes should be submitted to the Town Clerk before the Board meeting.

Town of Chenango
Town Board Rules of Order
DRAFT

Resolution Adopting Rules of Order of the Town Board of the Town of Chenango

Whereas, Town Law § 63 provides that the Town Board may determine the rules of its procedure;

Now, Therefore Be It Resolved that the following Rules of Order be and the same are hereby adopted pursuant to Town Law § 63:

Rules of Order of the Town Board of the Town of Chenango

1. The Supervisor shall preside at all meetings of the Board and shall preserve order and decorum in debate.
2. The Supervisor, immediately following the opening of every regular meeting of the Board, shall proceed to the regular order of Town business as follows: Pledge of Allegiance, Roll Call, Residents Open Forum, communications addressed to the Town Board, reports of committees, reports of officers and departments and introduction of resolutions and motions.
3. Except for the case of public hearings or special public information meetings, the public comment portion of the meeting is the only time when comments will be permitted by the public. The public comment period is designed for comments only. The Town Supervisor, in his/her discretion, may direct questions to the appropriate person to respond.
4. Public Hearings: It shall be the duty of the Supervisor to preside at all general or special business hearings to instruct all persons addressing the Board to state their names and addresses. At such hearings the Board may by special rules prescribe the time to be allotted to each speaker and the number of times each speaker may speak.
5. At the close of the public hearing as provided for in paragraph 3 above, the Supervisor may grant any member of the general public in attendance at such meeting a reasonable opportunity to be heard on any question or subject in which the Town or its government is concerned.
6. Every resolution or motion must be seconded before being put to a vote by the

Supervisor and all resolutions or motions shall be recorded in their entirety in the official minutes of the Town Board.

7. The Supervisor may offer or second a resolution or a motion and need not relinquish the chair for such purpose.
8. No motion or resolution may be brought to a vote except by the majority consent of those present, unless printed or typewritten copies thereof are presented to each member of the Board 48 hours prior to the opening of the meeting at which such motion or resolution is offered.
9. No member shall speak more than once on any questions until every member choosing to speak shall have spoken, nor more than twice in any case without leave of the Board.
10. When a question is under debate, no motion shall be entertained unless (a) for an adjournment or recess, (b) for the previous question to lay on the table, (c) to postpone to refer to a committee, or (d) to amend. These latter motions are not debatable following a vote.
11. No motion shall be made to offer any amendment to an amendment already before the Board on any proposition.
12. A majority vote of all the members of the Board shall be required to suspend these rules of order. A majority of the Board shall constitute a quorum.
13. If the above stated rules are or become at any time in conflict with the statutory law, the statutory law shall take precedence.
14. No member of the public shall engage in any demonstration, booing, hand clapping or otherwise disrupt the formality of a town board meeting.
15. Any persons speaking to the Board with the consent of the Supervisor shall address their remarks to the Board, not to other members of the audience in the form of a debate.

Other points to consider.....

Use of Recording Equipment.

All members of the public, public officials and representatives of the media are allowed to audiotape or videotape public meetings. The recording shall be done in a manner that does not interfere with the meeting. Any set-up of recording or camera equipment must be done in advance of the meeting so as to not be unduly disruptive, unless otherwise authorized by the Presiding Officer. Recording is not allowed during executive sessions.

Any audio/visual or similar equipment to be used to support the comments or issues of a speaker must be approved by the Town Supervisor at least 24 hours before the regularly scheduled meeting.

MOTIONS AND RESOLUTIONS

No motion shall be stated, debated; or put, unless it is seconded. After a motion is stated and seconded, it shall be before the Board, any such motion may be withdrawn by the Board Member offering the motion at any time prior to decision or amendment.

Votes, when recorded: The name of the Board member offering a motion or resolution, and the name of the Board members seconding the motion or resolution shall be entered into the minutes. The ayes and nays and abstentions upon any question shall be taken_ and entered in the minutes. Any such motion must be made by a Board member, be duly seconded and then be approved by an affirmative vote of a majority of the Board.

All questions of order not addressed specifically by these procedure protocols may be decided by legal counsel based on applicable law

A motion to adjourn, duly seconded, shall always be in order and shall be decided without debate by an affirmative vote of a majority of the Board.

Town Board Members

- A member shall not be interrupted when speaking unless by the Town Supervisor to call the member to order. If a member, while speaking, is called to order, such member shall cease speaking until the question of order is determined, and if in order, such member shall be permitted to proceed.
- There is no limit on the number of times a member may speak on a question.
- A member may, with permission of the Town Supervisor, interrupt a speaker during their remarks, but only for the purpose of clarification and information.
- All members shall observe the commonly accepted rules of courtesy, decorum, dignity and good taste.

All cell phones and pagers should be turned off.

Minutes will be revised at the discretion of the Town Clerk. If at all possible comments regarding the minutes should be submitted to the Town Clerk before the Board meeting.

PUBLIC COMMENT PERIOD/PUBLIC HEARING/PUBLIC INFORMATION MEETING EXAMPLES from other Municipalities....

The public comment portion of the meeting is the only time when comments will be permitted by the public. Comments will not be allowed during other portions of these meetings except at the discretion of the Supervisor or Chairperson.

The public comment period and public hearings and information meetings are designed for comments only. At the appropriate time, questions, comments and/or opinions will be taken by the Town Supervisor or Board Chairperson. Where appropriate, the Town Supervisor or Chairperson may direct the question, comment or opinion to the appropriate person to respond.

Each speaker must state his or her name, their current address, and the subject he or she will be addressing.

Each speaker during the public comment period is limited to speak one time, maximum three minutes in length. This rule will be enforced by the Town Supervisor or Chairperson. Any request of extension of this time limitation must be made to the Town Supervisor or Chairperson who has the discretion to extend the time to speak. In the case of public hearings, and at the discretion of the Town Supervisor or Chairperson, speakers may be allowed to speak a second time, once everyone has been allowed to speak once.

The maximum length of the Public Comment portion of the meetings will be 45 minutes unless comments are exhausted earlier or at the discretion of the Town Supervisor or Chairperson to extend the time further.

Comments by speakers must be addressed to the Town Supervisor or Chairperson.

Attendees may not address the Town Board until recognized by the Town Supervisor or board Chairperson.

Discussion or comments between speakers and other attendees of the public meeting or hearing is prohibited. A speaker may disagree with or support prior speakers in comments directed to the Town Board.

In the case of Town Board meetings comments can be related to legitimate Town business.

In the case of Planning Board or ZBA meetings comments must be related to only those topics that appear on the agenda for that specific meeting.

Speakers should present their remarks in a courteous manner and may not make personal comments about public officials, town residents or others.

Placards, banners, or other signs are not permitted in meeting rooms, nor the distribution of flyers.

Board members must be recognized by the Town Supervisor or Chairperson before making motions and speaking.

There is no limit on the number of times a member may speak on a question or issue.

A member may, with permission of the Town Supervisor or Chairperson, interrupt a speaker during their remarks, but only for the purpose of clarification and information.

A person who disregards the directives of the Town Supervisor or board Chairperson in enforcing the rules, disturbs the peace at the meeting, makes impertinent or slanderous remarks or generally conducts himself/herself in a boisterous or inappropriate manner while addressing the Town Board, could be barred from further participation and forfeit any balance of time remaining for their comments.

If after a final warning, the speaker refuses to step down, the Town Supervisor or Chairperson will request that a Police Officer remove the individual from the meeting room. (§240.20 of the Penal Law.)

The public may speak only during the Public Comment period of the meeting or at such other times as a majority of the board allows,

Speakers must give their Name and address and organization, if any,

Speakers must limit their remarks to five minutes on a given topic,

Speakers may not yield any remaining time they may have to another speaker,

Board members may, with the permission of the Mayor, interrupt a speaker during their remarks, but only for the purpose of clarification or information,

All remarks must be addressed to the Board as a body and not to any member thereof,

Interested parties, or their representatives, may address the Board by written communications.

The Public Meeting Code of Conduct and Public Comment Policy

The Town Board values the comments and opinions of the Town residents, business owners and visitors. Members of the general public are invited to address the Town Board as follows:

- Speakers shall address comments to the Town Board but not to other members of the audience.
- Speakers shall be recognized by the Supervisor. Said speakers are asked to give both their name and address for the Town Clerk's minutes; however it is not required. Please speak, slowly, clearly and loudly for all to hear and to insure the accuracy of the recording.
- Guests shall speak in an orderly fashion and are limited to remarks of five (5) timed minutes or less. The speaker shall deliver their comments or concerns regarding the Town of Chenango in a civil tone and without the use of profanity, personal attacks or other disruptive behavior which may result in the offender's removal from the meeting. The speaker shall not be interrupted except in a matter of urgency.

Work Sessions - Speakers may choose to speak at the beginning **OR** at the end of the meeting, but not both.

Board Meetings - At the conclusion of the Open Hearing for general Town business, public participation in the meeting will be concluded and the Board will resolve itself to handle all new and unfinished business without public participation. Interruptions of Board members, other speakers or guests will not be allowed unless an individual is recognized by a board member to add commentary or ask a question.

At the conclusion of a meeting, regardless of the type of proceedings, the Supervisor will call for a motion to adjourn, a vote will be taken, the meeting will be officially closed and discussion will end. At this time, all participants are expected to exit Town Hall in an orderly fashion. All members of the Town Board, guests, vendors, staff and residents are expected to follow the same rules of conduct as they exit.

August 26, 2020

Code of Ethics for Town of Chenango

WHEREAS, article 18 of the General Municipal Law prohibits the officers and employees of a municipality from having certain conflicts of interest, and

WHEREAS section 806 of the General Municipal Law requires the governing body of each county, city, town, village, school district and fire district to adopt a code of ethics that sets forth for the guidance of its officers and employees standards of conduct reasonably expected of them, and

WHEREAS section 806 of the General Municipal Law also authorizes the governing body of any other municipality to adopt such a code of ethics, and

WHEREAS, a code of ethics adopted by the governing body of a municipality must set forth standards of conduct for the guidance of the officers and employees of the municipality with respect to disclosure of interests in legislation before the local governing body, holding of investments in conflict with official duties, private employment in conflict with official duties, future employment, honesty and such other standards as may be deemed advisable.

NOW, THEREFORE, be it resolved that the Town Board of the Town of Chenango hereby adopts a code of ethics to read as follows:

Section 1. Purpose.

Officers and employees of the Town of Chenango hold their positions to serve and benefit the public, and not for obtaining unwarranted personal or private gain in the exercise and performance of their official powers and duties. The Town of Chenango recognizes that, in furtherance of this fundamental principle, there is a need for clear and reasonable standards of ethical conduct. This code of ethics establishes those standards.

Section 2. Definitions.

- (a) "Abstention" means. Every motion or resolution adopted by the Board of Ethics requires the affirmative vote of a majority of all the members of the

board. An abstention is not an affirmative vote in favor of the application, and, to the extent that it cannot be counted as an affirmative vote, its effect is a negative vote for purposes of compliance with statutory majority voting requirements

- (b) “Board” means the governing board of a municipality and any municipal administrative board (e.g. planning board, zoning board of appeals), commission, or other agency or body comprised of two or more municipal officers or employees.
- (c) “Code” means this code of ethics.
- (d) “Interest” means a direct or indirect financial or material benefit, but does not include any benefit arising from the provision or receipt of any services generally available to the residents or taxpayers of the municipality or an area of the municipality, or a lawful class of such residents or taxpayers. A municipal officer or employee is deemed to have an interest in any private organization when he or she, his or her spouse, or a member of his or her household, is an owner, partner, member, director, officer, employee, or directly or indirectly owns or controls more than 5% of the organization’s outstanding stock.
- (e) “Municipality” means Town of Chenango. The word “municipal” refers to the municipality.
- (f) “Municipal officer or employee” means a paid or unpaid officer or employee of the [insert name of municipality], including, but not limited to, the members of any municipal board.
- (g) “Recusal” means. Where recusal is required, the Board of Ethics member in question must refrain from deliberating and voting on the application or matter by leaving the room during the deliberation and voting.
- (h) “Relative” means a spouse, parent, step-parent, sibling, step-sibling, sibling’s spouse, child, step-child, uncle, aunt, nephew, niece, first cousin, or household member of a municipal officer or employee, and individuals having any of these relationships to the spouse of the officer or employee.

Section 3. Applicability.

This code of ethics applies to the officers and employees of the Town of Chenango, and shall supersede any prior municipal code of ethics. The provisions of this code of ethics shall apply in addition to all applicable State and local laws relating to conflicts of interest and ethics including, but not limited to, article 18 of the General Municipal Law and all rules, regulations, policies and procedures of the Town of Chenango.

Section 4. Prohibition on use of municipal position for personal or private gain.

No municipal officer or employee shall use his or her municipal position or official powers and duties to secure a financial or material benefit for himself or herself, a relative, or any private organization in which he or she is deemed to have an interest.

Section 5. Disclosure of interest in legislation and other matters.

- (a) Whenever a matter requiring the exercise of discretion comes before a municipal officer or employee, either individually or as a member of a board, and disposition of the matter could result in a direct or indirect financial or material benefit to himself or herself, a relative, or any private organization in which he or she is deemed to have an interest, the municipal officer or employee shall disclose in writing the nature of the interest.
- (b) The disclosure shall be made when the matter requiring disclosure first comes before the municipal officer or employee, or when the municipal officer or employee first acquires knowledge of the interest requiring disclosure, whichever is earlier.
- (c) In the case of a person serving in an elective office, the disclosure shall be filed with the governing board of the municipality. In all other cases, the disclosure shall be filed with the person's supervisor or, if the person does not have a supervisor, the disclosure shall be filed with the municipal officer, employee or board having the power to appoint to the person's position.

In addition, in the case of a person serving on a municipal board, a copy of the disclosure shall be filed with the board. Any disclosure made to a board shall be made publicly at a meeting of the board and must be included in the minutes of the meeting.

- (d) If the Board of Ethics determines that an ethics violation has occurred, the decisions made by the governing body after the disclosure was required to be made, shall be null and void.

Section 6. Recusal and abstention.

- (a) No municipal officer or employee may participate in any decision or take any official action with respect to any matter requiring the exercise of discretion, including discussing the matter and voting on it, when he or she knows or has reason to know that the action could confer a direct or indirect financial or material benefit on himself or herself, a relative, or any private organization in which he or she is deemed to have an interest.

- (b) In the event that this section prohibits a municipal officer or employee from exercising or performing a power or duty:

- (1) if the power or duty is vested in a municipal officer as a member of a board, then the power or duty shall be exercised or performed by the other members of the board; or

- (2) if the power or duty that is vested in a municipal officer individually, then the power or duty shall be exercised or performed by his or her deputy or, if the officer does not have a deputy, the power or duty shall be performed by another person to whom the officer may lawfully delegate the function.

- (3) if the power or duty is vested in a municipal employee, he or she must refer the matter to his or her immediate supervisor, and the immediate supervisor shall designate another person to exercise or perform the power or duty.

- (c) If a member recuses him or herself from a matter he/she will:

- (1) Remove him or herself from that segment of the meeting wherein the matter is to be discussed by leaving the meeting place and avoid all future discussion of the matter.
 - a. the reason to leave the meeting room is to eliminate the voluntary and involuntary interactions in the discussion.
 - b. Avoiding all future discussions is intended to mean discussions with any Town Officer, employee, or member of the public.
- (2) Receive no further information regarding the matter.
- (3) Receive copies of minutes of the meeting containing deletions so as to not disclose the matter to the member, except for those matters that are part of any public proceeding or meeting.

Section 7. Prohibition inapplicable; disclosure, recusal and abstention not required.

- (a) This code's prohibition on use of a municipal position (section 4), disclosure requirements (section 5), and requirements relating to recusal and abstention (section 6), shall not apply with respect to the following matters:
 - (1) adoption of the municipality's annual budget;
 - (2) any matter requiring the exercise of discretion that directly affects any of the following groups of people or a lawful class of such groups:
 - a. all municipal officers or employees;
 - b. all residents or taxpayers of the municipality or an area of the municipality; or
 - c. the general public; or
 - (3) any matter that does not require the exercise of discretion.
- (b) Recusal and abstention shall not be required with respect to any matter:
 - (1) which comes before a board when a majority of the board's total membership would otherwise be prohibited from acting by section 6 of this code;
 - (2) which comes before a municipal officer when the officer would be prohibited from acting by section 6 of this code and the matter cannot

be lawfully delegated to another person.

Section 8. Investments in conflict with official duties.

- (a) No municipal officer or employee may acquire the following investments:
 - (1) investments that can be reasonably expected to require more than sporadic recusal and abstention under section 6 of this code; or
 - (2) investments that would otherwise impair the person's independence of judgment in the exercise or performance of his or her official powers and duties.
- (b) This section does not prohibit a municipal officer or employee from acquiring any other investments or the following assets:
 - (1) real property located within the municipality and used as his or her personal residence;
 - (2) less than five percent of the stock of a publicly traded corporation; or
 - (3) bonds or notes issued by the municipality and acquired more than one year after the date on which the bonds or notes were originally issued.

Section 9. Private employment in conflict with official duties.

No municipal officer or employee, during his or her tenure as a municipal officer or employee, may engage in any private employment, including the rendition of any business, commercial, professional or other types of services, when the employment:

- (a) can be reasonably expected to require more than sporadic recusal and abstention pursuant to section 6 of this code;
- (b) can be reasonably expected to require disclosure or use of confidential information gained by reason of serving as a municipal officer or employee;

- (c) violates section 805-a(1)(c) or (d) of the General Municipal Law; or
- (d) requires representation of a person or organization other than the municipality in connection with litigation, negotiations or any other matter to which the municipality is a party.

Section 10. Future employment.

- (a) No municipal officer or employee may ask for, pursue or accept a private post-government employment opportunity with any person or organization that has a matter requiring the exercise of discretion pending before the municipal officer or employee, either individually or as a member of a board, while the matter is pending or within the 30 days following final disposition of the matter.
- (b) No municipal officer or employee, for the two-year period after serving as a municipal officer or employee, may represent or render services to a private person or organization in connection with any matter involving the exercise of discretion before the municipal office, board, department or comparable organizational unit for which he or she serves.
- (c) No municipal officer or employee, at any time after serving as a municipal officer or employee, may represent or render services to a private person or organization in connection with any particular transaction in which he or she personally and substantially participated while serving as a municipal officer or employee.

Section 11. Personal representations and claims permitted.

This code shall not be construed as prohibiting a municipal officer or employee from:

- (a) representing himself or herself, or his or her spouse or minor children before the municipality; or
- (b) asserting a claim against the municipality on his or her own behalf, or on behalf of his or her spouse or minor children.

Section 12. Use of municipal resources

- (a) Municipal resources shall be used for lawful municipal purposes. Municipal resources include, but are not limited to, municipal personnel, and the municipality's money, vehicles, equipment, materials, supplies or other property.
- (b) No municipal officer or employee may use or permit the use of municipal resources for personal or private purposes, but this provision shall not be construed as prohibiting:
 - (1) any use of municipal resources authorized by law or municipal policy;
 - (2) the use of municipal resources for personal or private purposes when provided to a municipal officer or employee as part of his or her compensation; or
 - (3) the occasional and incidental use during the business day of municipal telephones and computers for necessary personal matters such as family care and changes in work schedule.
- (c) No municipal officer or employee shall cause the municipality to spend more than is reasonably necessary for transportation, meals or lodging in connection with official travel.

Section 13. Interests in Contracts.

- (a) No municipal officer or employee may have an interest in a contract that is prohibited by section 801 of the General Municipal Law.
- (b) Every municipal officer and employee shall disclose interests in contracts with the municipality at the time and in the manner required by section 803 of the General Municipal Law.

Section 14. Nepotism.

Except as otherwise required by law:

- (a) No municipal officer or employee, either individually or as a member of a board, may participate in any decision specifically to appoint, hire, promote, discipline or discharge a relative for any position at, for or within the municipality or a municipal board.
- (b) No municipal officer or employee may supervise a relative in the performance of the relative's official powers or duties.

Section 15. Political Solicitations.

- (a) No municipal officer or employee shall directly or indirectly compel or induce a subordinate municipal officer or employee to make, or promise to make, any political contribution, whether by gift of money, service or other thing of value.
- (b) No municipal officer or employee may act or decline to act in relation to appointing, hiring or promoting, discharging, disciplining, or in any manner changing the official rank, status or compensation of any municipal officer or employee, or an applicant for a position as a municipal officer or employee, on the basis of the giving or withholding or neglecting to make any contribution of money or service or any other valuable thing for any political purpose.

Section 16. Confidential Information.

No municipal officer or employee who acquires confidential information in the course of exercising or performing his or her official powers or duties may disclose or use such information unless the disclosure or use is required by law or in the course of exercising or performing his or her official powers and duties.

Section 17. Gifts.

- (a) No municipal officer or employee shall solicit, accept or receive a gift in violation of section 805-a(1)(a) of the General Municipal Law as interpreted in this section.

- (b) No municipal officer or employee may directly or indirectly solicit any gift.
- (c) No municipal officer or employee may accept or receive any gift, or multiple gifts from the same donor, having an annual aggregate value of seventy-five dollars or more when:
 - (1) the gift reasonably appears to be intended to influence the officer or employee in the exercise or performance of his or her official powers or duties;
 - (2) the gift could reasonably be expected to influence the officer or employee in the exercise or performance of his or her official powers or duties; or
 - (3) the gift is intended as a reward for any official action on the part of the officer or employee.
- (d) For purposes of this section, a “gift” includes anything of value, whether in the form of money, service, loan, travel, entertainment, hospitality, thing or promise, or in any other form. The value of a gift is the gift’s fair market value, determined by the retail cost of the item or a comparable item. The fair market value of a ticket entitling the holder to food, refreshments, entertainment, or any other benefit is the face value of the ticket, or the actual cost to the donor, whichever is greater. Determination of whether multiple gifts from a single donor exceed seventy-five dollars must be made by adding together the value of all gifts received from the donor by an officer or employee during the twelve-month period preceding the receipt of the most recent gift.
 - a. A gift to a municipal officer or employee is presumed to be intended to influence the exercise or performance of his or her official powers or duties when the gift is from a private person or organization that seeks municipal action involving the exercise of discretion by or with the participation of the officer or employee.
 - b. A gift to a municipal officer or employee is presumed to be intended as a reward for official action when the gift is from a private person or organization that has obtained municipal action involving the exercise of

discretion by or with the participation of the officer or employee during the preceding twelve months.

- (e) This section does not prohibit any other gift, including:
- (1) gifts made to the municipality;
 - (2) gifts from a person with a family or personal relationship with the officer or employee when the circumstances make it clear that the personal relationship, rather than the recipient's status as a municipal officer or employee, is the primary motivating factor for the gift;
 - (3) gifts given on special occasions, such as marriage, illness, or retirement, which are modest, reasonable and customary;
 - (4) unsolicited advertising or promotional material of little intrinsic value, such as pens, pencils, note pads, and calendars;
 - (5) awards and plaques having a value of seventy-five dollars or less which are publicly presented in recognition of service as a municipal officer or employee, or other service to the community; or
 - (6) meals and refreshments provided when a municipal officer or employee is a speaker or participant at a job-related professional or educational conference or program and the meals and refreshments are made available to all participants.

Section 18. Board of Ethics.

- (a) There is hereby established a board of ethics for the municipality. The board of ethics shall consist of three (3) members, a majority of whom shall not be officers or employees of the municipality, but at least one of whom must be a municipal officer or employee. The members of such board of ethics shall be appointed by the **Town of Chenango**, serve at the pleasure of the appointing authority, and receive no salary or compensation for their services as members of the board of ethics.
- (b) The board of ethics shall render advisory opinions to the officers and

employees of the Town of Chenango with respect to article 18 of the General Municipal Law and this code. Such advisory opinions must be rendered pursuant to the written request of any **person** under such rules and regulations as the board of ethics may prescribe. **The board of ethics shall have the advice of legal counsel employed by the board that is independent of the municipality's legal counsel.** In addition, the board of ethics may make recommendations to the Town Board with respect to the drafting and adoption of a code of ethics, or amendments thereto.

(c) Any person may file with the Board of Ethics a confidential written complaint of an alleged violation of this code. The complaint shall be in writing, must include the complainant's name, address and phone number, along with the detail and documentation, if any, of the facts alleged to constitute the violation(s), or the condition(s) that exists, and shall be signed by the complainant. Such confidential written complaint shall not be subject to the freedom of information laws. The Board of Ethics shall investigate all such confidential written complaints and take such action as may be appropriate. The Board of Ethics shall not disclose the name of the person filing the complaint unless there is to be a public hearing concerning the complaint, an action at law is commenced on behalf of the Town of Union with respect to such complaint or the matter is referred to the District Attorney.

(d) The term of office for Board of Ethics members shall be five years, except for the first three (3) appointees whose terms started January 1, 2023. The term of these members shall be for one year, two years, and three years. No member shall serve more than two consecutive terms.

(e) Meetings shall be conducted under the procedures governing Open Meeting Laws and minutes shall be kept for every meeting. It is recognized that reputations of municipal officer or employee's can be wrongfully tarnished by false or misleading complaints. Therefore, to the extent allowed by law, the Board of Ethics shall be exempt from the Freedom of Information Law and from the Open Meetings Law when reviewing complaints. Discussions held in Executive Session shall remain confidential and will not be disclosed.

(f) The Board of Ethics shall be empowered to request support staff assistance from the chief elected official in furtherance of its duties and responsibilities.

timeframe reasonable

(g) Should a vacancy in the Board of Ethics arise, the Town Board shall appoint a new member to serve out the remainder of the term.

(h) Any member of the Board of Ethics may be removed by the Town Board for substantial neglect of duty, gross misconduct in office, inability to discharge the powers or duties of his or her office or violation of this code. Prior to removal, the Board of Ethics member shall be given written notice of the grounds for removal and an opportunity to reply.

Section 19. Posting and distribution.

(a) The Town Supervisor must promptly cause a copy of this code, and a copy of any amendment to this code, to be posted publicly and conspicuously in each building under the municipality's control. The code must be posted within ten days following the date on which the code takes effect. An amendment to the code must be posted within ten days following the date on which the amendment takes effect.

(b) The Town of Supervisor must promptly cause a copy of this code, including any amendments to the code, to be distributed to every person who is or becomes an officer and employee of the Town of Chenango.

(c) Every municipal officer or employee who receives a copy of this code or an amendment to the code must acknowledge such receipt in writing. Such acknowledgments must be filed with the clerk of the municipality who must maintain such acknowledgments as a public record.

(d) The failure to post this code or an amendment to the code does not affect either the applicability or enforceability of the code or the amendment. The failure of a municipal officer or employee to receive a copy of this code of ethics or an amendment to the code, or to acknowledge receipt thereof in writing, does not affect either the applicability or enforceability of the code or amendment to the code.

Section 20. Ethical Principals.

Every municipal officer or employee shall be subject to and abide by the following ethical principles.

- (a) No municipal officer or employee shall consume alcoholic beverages or illegal drugs during working hours. No Town Representative should report to work under the influence of alcohol or illegal drugs.
- (b) No municipal officer or employee while carrying out responsibilities of their Town position, shall be in the possession of a deadly weapon as defined in Section 10:00 Subdivision 12 of the NYS Penal Law.
- (c) Procurement of goods and services should be conducted in accordance with Town of Chenango's procurement policies and guidelines. Procurement transactions should be conducted fairly and decisions made objectively without favoritism.
- (d) It is each municipal officer or employee's responsibility to avoid situations that present conflicts of interest, including the perception of impropriety. If a Town Representative has a question regarding conflict of interest matters, they should seek advice from the municipality's legal counsel and or the Board of Ethics. Town governance should be mindful of activity that may create a potential for conflict of interest situations and should take necessary steps to mitigate such situations.
- (e) While performing his or her official powers or duties, it is each municipal officer or employee's responsibility to conduct themselves in an ethical manner that ensures the Town of Chenango provides services of the highest standards and creates an environment that reflects the following fundamental principles:
 - a. Perform his or her official powers with honesty, integrity, professionalism and competence.
 - b. Operate within the letter and the spirit of applicable laws.
 - c. Respectful and fair treatment to all members of the public and employees.
- (f) It is each municipal officer or employee's responsibility to read this Code, to understand it, and to comply with it, as well as to report any potential violations of the Code to the Board of Ethics.

- (g) There shall not be any form of retaliation for reporting a misconduct or conflict of interest concern or for supplying information about a misconduct concern.

Section 21. Ethics Compliance Training.

The Board of Ethics shall provide annual ethics compliance training to the Town of Chenango's officers and employees, including an overview of the code of ethics and whistleblower provisions.

Section 22. Disclosure Statements.

- (a) All required submitters shall submit an annual disclosure statement to the Board of Ethics for them to review and examine to ensure that the filings are complete. The filing is required to be made on or before January 31st of each year and all the required information shall be included.
- (b) The Board of Ethics shall be the repository for completed annual statements of financial disclosure, pursuant to § 808, Subdivision 5, of the General Municipal Law and § 31-4 herein, and such written instruments, affidavits and disclosures as required under this chapter.

Section 23. Enforcement.

Any municipal officer or employee who violates this code may be censured, fined, suspended or removed from office or employment in the manner provided by law.

Section 24. Effective date.

This code takes effect on January 1, 2023.

Code of Ethics for Town of Chenango

WHEREAS, article 18 of the General Municipal Law prohibits the officers and employees of a municipality from having certain conflicts of interest, and

WHEREAS section 806 of the General Municipal Law requires the governing body of each county, city, town, village, school district and fire district to adopt a code of ethics that sets forth for the guidance of its officers and employees standards of conduct reasonably expected of them, and

WHEREAS section 806 of the General Municipal Law also authorizes the governing body of any other municipality to adopt such a code of ethics, and

WHEREAS, a code of ethics adopted by the governing body of a municipality must set forth standards of conduct for the guidance of the officers and employees of the municipality with respect to disclosure of interests in legislation before the local governing body, holding of investments in conflict with official duties, private employment in conflict with official duties, future employment, honesty and such other standards as may be deemed advisable.

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board. An abstention is not an affirmative vote in favor of the application, and, to the extent that it cannot be counted as an affirmative vote, its effect is a negative vote for purposes of compliance with statutory majority voting requirements

- (b) “Board” means the governing board of a municipality and any municipal administrative board (e.g. planning board, zoning of board of appeals), commission, or other agency or body comprised of two or more municipal officers or employees.
- (c) “Code” means this code of ethics.
- (d) “Interest” means a direct or indirect financial or material benefit, but does not include any benefit arising from the provision or receipt of any services generally available to the residents or taxpayers of the municipality or an area of the municipality, or a lawful class of such residents or taxpayers. A municipal officer or employee is deemed to have an interest in any private organization when he or she, his or her spouse, or a member of his or her household, is an owner, partner, member, director, officer, employee, or directly or indirectly owns or controls more than 5% of the organization’s outstanding stock.
- (e) “Municipality” means Town of Chenango. The word “municipal” refers to the municipality.
- (f) “Municipal officer or employee” means a paid or unpaid officer or employee of the **Town of Chenango**, including, but not limited to, the members of any municipal board.
- (g) “Recusal” means. Where recusal is required, the Board of Ethics member in question must refrain from deliberating and voting on the application or matter by leaving the room during the deliberation and voting.
- (h) “Relative” means a spouse, parent, step-parent, sibling, step-sibling, sibling’s spouse, child, step-child, uncle, aunt, nephew, niece, first cousin, or household member of a municipal officer or employee, and individuals having any of these relationships to the spouse of the officer or employee.

Section 3. Applicability.

This code of ethics applies to the officers and employees of the Town of Chenango, and shall supersede any prior municipal code of ethics. The provisions of this code of ethics shall apply in addition to all applicable State and local laws relating to conflicts of interest and ethics including, but not limited to, article 18 of the General Municipal Law and all rules, regulations, policies and procedures of the Town of Chenango.

Section 4. Prohibition on use of municipal position for personal or private gain.

No municipal officer or employee shall use his or her municipal position or official powers and duties to secure a financial or material benefit for himself or herself, a relative, or any private organization in which he or she is deemed to have an interest.

Section 5. Disclosure of interest in legislation and other matters.

- (a) Whenever a matter requiring the exercise of discretion comes before a municipal officer or employee, either individually or as a member of a board, and disposition of the matter could result in a direct or indirect financial or material benefit to himself or herself, a relative, or any private organization in which he or she is deemed to have an interest, the municipal officer or employee shall disclose in writing the nature of the interest.
- (b) The disclosure shall be made when the matter requiring disclosure first comes before the municipal officer or employee, or when the municipal officer or employee first acquires knowledge of the interest requiring disclosure, whichever is earlier.
- (c) In the case of a person serving in an elective office, the disclosure shall be filed with the governing board of the municipality. In all other cases, the disclosure shall be filed with the person's supervisor or, if the person does not have a supervisor, the disclosure shall be filed with the municipal officer, employee or board having the power to appoint to the person's position.

In addition, in the case of a person serving on a municipal board, a copy of the disclosure shall be filed with the board. Any disclosure made to a board shall be made publicly at a meeting of the board and must be included in the minutes of the meeting.

- (d) If the Board of Ethics determines that an ethics violation has occurred, the decisions made by the governing body after the disclosure was required to be made, the Board of Ethics shall advise the governing body to null and void those decisions.

Section 6. Recusal and abstention.

- (a) No municipal officer or employee may participate in any decision or take any official action with respect to any matter requiring the exercise of discretion, including discussing the matter and voting on it, when he or she knows or has reason to know that the action could confer a direct or indirect financial or material benefit on himself or herself, a relative, or any private organization in which he or she is deemed to have an interest.
- (b) In the event that this section prohibits a municipal officer or employee from exercising or performing a power or duty:
 - (1) if the power or duty is vested in a municipal officer as a member of a board, then the power or duty shall be exercised or performed by the other members of the board; or
 - (2) if the power or duty that is vested in a municipal officer individually, then the power or duty shall be exercised or performed by his or her deputy or, if the officer does not have a deputy, the power or duty shall be performed by another person to whom the officer may lawfully delegate the function.
 - (3) if the power or duty is vested in a municipal employee, he or she must refer the matter to his or her immediate supervisor, and the immediate supervisor shall designate another person to exercise or perform the power or duty.
- (c) If a member recuses him or herself from a matter he/she will:

(1) Remove him or herself from that segment of the meeting wherein the matter is to be discussed by leaving the meeting place and avoid all future discussion of the matter.

a. the reason to leave the meeting room is to eliminate the voluntary and involuntary interactions in the discussion.

b. Avoiding all future discussions is intended to mean discussions with any Town Officer, employee, or member of the public.

(2) Receive no further information regarding the matter.

(3) Receive copies of minutes of the meeting containing deletions so as to not disclose the matter to the member, except for those matters that are part of any public proceeding or meeting.

revisit periodically

Section 7. Prohibition inapplicable; disclosure, recusal and abstention not required.

(a) This code's prohibition on use of a municipal position (section 4), disclosure requirements (section 5), and requirements relating to recusal and abstention (section 6), shall not apply with respect to the following matters:

(1) adoption of the municipality's annual budget;

(2) any matter requiring the exercise of discretion that directly affects any of the following groups of people or a lawful class of such groups:

a. all municipal officers or employees;

b. all residents or taxpayers of the municipality or an area of the municipality; or

c. the general public; or

(3) any matter that does not require the exercise of discretion.

(b) Recusal and abstention shall not be required with respect to any matter:

(1) which comes before a board when a majority of the board's total membership would otherwise be prohibited from acting by section 6 of this code;

(2) which comes before a municipal officer when the officer would be

prohibited from acting by section 6 of this code and the matter cannot be lawfully delegated to another person.

Section 8. Investments in conflict with official duties.

- (a) No municipal officer or employee may acquire the following investments:
 - (1) investments that can be reasonably expected to require more than **sporadic** recusal and abstention under section 6 of this code; or
 - (2) investments that would otherwise impair the person's independence of judgment in the exercise or performance of his or her official powers and duties.
- (b) This section does not prohibit a municipal officer or employee from acquiring any other investments or the following assets:
 - (1) real property located within the municipality and used as his or her personal residence;
 - (2) less than five percent of the stock of a publicly traded corporation; or
 - (3) bonds or notes issued by the municipality and acquired more than one year after the date on which the bonds or notes were originally issued.

Section 9. Private employment in conflict with official duties.

No municipal officer or employee, during his or her tenure as a municipal officer or employee, may engage in any private employment, including the rendition of any business, commercial, professional or other types of services, when the employment:

- (a) can be reasonably expected to require more than sporadic recusal and abstention pursuant to section 6 of this code;
- (b) can be reasonably expected to require disclosure or use of confidential information gained by reason of serving as a municipal officer or employee;

- (c) violates section 805-a(1)(c) or (d) of the General Municipal Law; or
- (d) requires representation of a person or organization other than the municipality in connection with litigation, negotiations or any other matter to which the municipality is a party.

Section 10. Future employment.

- (a) No municipal officer or employee may ask for, pursue or accept a private post-government employment opportunity with any person or organization that has a matter requiring the exercise of discretion pending before the municipal officer or employee, either individually or as a member of a board, while the matter is pending or within the 30 days following final disposition of the matter.
- (b) No municipal officer or employee, for the two-year period after serving as a municipal officer or employee, may represent or render services to a private person or organization in connection with any matter involving the exercise of discretion before the municipal office, board, department or comparable organizational unit for which he or she serves.
- (c) No municipal officer or employee, at any time after serving as a municipal officer or employee, may represent or render services to a private person or organization in connection with any particular transaction in which he or she personally and substantially participated while serving as a municipal officer or employee.

Section 11. Personal representations and claims permitted.

This code shall not be construed as prohibiting a municipal officer or employee from:

- (a) representing himself or herself, or his or her spouse or minor children before the municipality; or
- (b) asserting a claim against the municipality on his or her own behalf, or on behalf

of his or her spouse or minor children.

Section 12. Use of municipal resources

- (a) Municipal resources shall be used for lawful municipal purposes. Municipal resources include, but are not limited to, municipal personnel, and the municipality's money, vehicles, equipment, materials, supplies or other property.
- (b) No municipal officer or employee may use or permit the use of municipal resources for personal or private purposes, but this provision shall not be construed as prohibiting:
 - (1) any use of municipal resources authorized by law or municipal policy;
 - (2) the use of municipal resources for personal or private purposes when provided to a municipal officer or employee as part of his or her compensation; or
 - (3) the occasional and incidental use during the business day of municipal telephones and computers for necessary personal matters such as family care and changes in work schedule.
- (c) No municipal officer or employee shall cause the municipality to spend more than is reasonably necessary for transportation, meals or lodging in connection with official travel.

Section 13. Interests in Contracts.

- (a) No municipal officer or employee may have an interest in a contract that is prohibited by section 801 of the General Municipal Law.
- (b) Every municipal officer and employee shall disclose interests in contracts with the municipality at the time and in the manner required by section 803 of the General Municipal Law.

Section 14. Nepotism.

Except as otherwise required by law:

- (a) No municipal officer or employee, either individually or as a member of a board, may participate in any decision specifically to appoint, hire, promote, discipline or discharge a relative for any position at, for or within the municipality or a municipal board.
- (b) No municipal officer or employee may supervise a relative in the performance of the relative's official powers or duties.

Section 15. Political Solicitations.

- (a) No municipal officer or employee shall directly or indirectly compel or induce a subordinate municipal officer or employee to make, or promise to make, any political contribution, whether by gift of money, service or other thing of value.
- (b) No municipal officer or employee may act or decline to act in relation to appointing, hiring or promoting, discharging, disciplining, or in any manner changing the official rank, status or compensation of any municipal officer or employee, or an applicant for a position as a municipal officer or employee, on the basis of the giving or withholding or neglecting to make any contribution of money or service or any other valuable thing for any political purpose.

Section 16. Confidential Information.

No municipal officer or employee who acquires confidential information in the course of exercising or performing his or her official powers or duties may disclose or use such information unless the disclosure or use is required by law or in the course of exercising or performing his or her official powers and duties.

Section 17. Gifts.

- (a) No municipal officer or employee shall solicit, accept or receive a gift in violation of section 805-a(1)(a) of the General Municipal Law as interpreted in this section.

- (b) No municipal officer or employee may directly or indirectly solicit any gift.
- (c) No municipal officer or employee may accept or receive any gift, or multiple gifts from the same donor, having an annual aggregate value of seventy-five dollars or more when:
 - (1) the gift reasonably appears to be intended to influence the officer or employee in the exercise or performance of his or her official powers or duties;
 - (2) the gift could reasonably be expected to influence the officer or employee in the exercise or performance of his or her official powers or duties; or
 - (3) the gift is intended as a reward for any official action on the part of the officer or employee.
- (d) For purposes of this section, a “gift” includes anything of value, whether in the form of money, service, loan, travel, entertainment, hospitality, thing or promise, or in any other form. The value of a gift is the gift’s fair market value, determined by the retail cost of the item or a comparable item. The fair market value of a ticket entitling the holder to food, refreshments, entertainment, or any other benefit is the face value of the ticket, or the actual cost to the donor, whichever is greater. Determination of whether multiple gifts from a single donor exceed seventy-five dollars must be made by adding together the value of all gifts received from the donor by an officer or employee during the twelve-month period preceding the receipt of the most recent gift.
 - a. A gift to a municipal officer or employee is presumed to be intended to influence the exercise or performance of his or her official powers or duties when the gift is from a private person or organization that seeks municipal action involving the exercise of discretion by or with the participation of the officer or employee.
 - b. A gift to a municipal officer or employee is presumed to be intended as a reward for official action when the gift is from a private person or

organization that has obtained municipal action involving the exercise of discretion by or with the participation of the officer or employee during the preceding twelve months.

- (e) This section does not prohibit any other gift, including:
- (1) gifts made to the municipality;
 - (2) gifts from a person with a family or personal relationship with the officer or employee when the circumstances make it clear that the personal relationship, rather than the recipient's status as a municipal officer or employee, is the primary motivating factor for the gift;
 - (3) gifts given on special occasions, such as marriage, illness, or retirement, which are modest, reasonable and customary;
 - (4) unsolicited advertising or promotional material of little intrinsic value, such as pens, pencils, note pads, and calendars;
 - (5) awards and plaques having a value of seventy-five dollars or less which are publicly presented in recognition of service as a municipal officer or employee, or other service to the community; or
 - (6) meals and refreshments provided when a municipal officer or employee is a speaker or participant at a job-related professional or educational conference or program and the meals and refreshments are made available to all participants.

Section 18. Board of Ethics.

- (a) There is hereby established a board of ethics for the municipality. The board of ethics shall consist of three (3) members, a majority of whom shall not be officers or employees of the municipality, but at least one of whom must be a municipal officer or employee. The members of such board of ethics shall be appointed by the **Town of Chenango**, serve at the pleasure of the appointing authority, and receive no salary or compensation for their services as members of the board of ethics.

Board

(b) The board of ethics shall render advisory opinions to the officers and employees of the Town of Chenango with respect to article 18 of the General Municipal Law and this code. Such advisory opinions must be rendered pursuant to the written request of any person under such rules and regulations as the board of ethics may prescribe. The board of ethics shall have the advice of legal counsel employed by the board that is independent of the municipality's legal counsel. In addition, the board of ethics may make recommendations to the Town Board with respect to the drafting and adoption of a code of ethics, or amendments thereto.

(c) Any person may file with the Board of Ethics a confidential written complaint of an alleged violation of this code. The complaint shall be in writing, must include the complainant's name, address and phone number, along with the detail and documentation, if any, of the facts alleged to constitute the violation(s), or the condition(s) that exists, and shall be signed by the complainant. Such confidential written complaint shall not be subject to the freedom of information laws. The Board of Ethics shall investigate all such confidential written complaints ~~and take such actions as may be appropriate~~. The Board of Ethics shall not disclose the name of the person filing the complaint unless there is to be a public hearing concerning the complaint, an action at law is commenced on behalf of the Town of Chenango with respect to such complaint or the matter is referred to the District Attorney.

(d) The term of office for Board of Ethics members shall be five years, except for the first three (3) appointees whose terms started January 1, 2023. The term of these members shall be for one year, two years, and three years. No member shall serve more than two consecutive terms.

(e) Meetings shall be conducted under the procedures governing Open Meeting Laws and minutes shall be kept for every meeting. It is recognized that reputations of municipal officer or employee's can be wrongfully tarnished by false or misleading complaints. Therefore, to the extent allowed by law, the Board of Ethics shall be exempt from the Freedom of Information Law and from the Open Meetings Law when reviewing complaints. Discussions held in Executive Session shall remain confidential and will not be disclosed.

(f) The Board of Ethics shall be empowered to request support staff assistance

from the chief elected official in furtherance of its duties and responsibilities.

(g) Should a vacancy in the Board of Ethics arise, the Town Board shall appoint a new member to serve out the remainder of the term.

(h) Any member of the Board of Ethics may be removed by the Town Board for substantial neglect of duty, gross misconduct in office, inability to discharge the powers or duties of his or her office or violation of this code. Prior to removal, the Board of Ethics member shall be given written notice of the grounds for removal and an opportunity to reply.

Section 19. Posting and distribution.

- (a) The Town Supervisor must promptly cause a copy of this code, and a copy of any amendment to this code, to be posted publicly and conspicuously in each building under the municipality's control. The code must be posted within ten days following the date on which the code takes effect. An amendment to the code must be posted within ten days following the date on which the amendment takes effect.
- (b) The Town of Supervisor must promptly cause a copy of this code, including any amendments to the code, to be distributed to every person who is or becomes an officer and employee of the Town of Chenango.
- (c) Every municipal officer or employee who receives a copy of this code or an amendment to the code must acknowledge such receipt in writing. Such acknowledgments must be filed with the clerk of the municipality who must maintain such acknowledgments as a public record.
- (d) The failure to post this code or an amendment to the code does not affect either the applicability or enforceability of the code or the amendment. The failure of a municipal officer or employee to receive a copy of this code of ethics or an amendment to the code, or to acknowledge receipt thereof in writing, does not affect either the applicability or enforceability of the code or amendment to the code.

Section 20. Ethical Principals.

Every municipal officer or employee shall be subject to and abide by the following ethical principles.

- (a) No municipal officer or employee shall consume alcoholic beverages or illegal drugs during working hours. No Town Representative should report to work under the influence of alcohol or illegal drugs.
- (b) No municipal officer or employee while carrying out responsibilities of their Town position, shall be in the possession of a deadly weapon as defined in Section 10:00 Subdivision 12 of the NYS Penal Law.
- (c) Procurement of goods and services should be conducted in accordance with Town of Chenango's procurement policies and guidelines. Procurement transactions should be conducted fairly and decisions made objectively without favoritism.
- (d) It is each municipal officer or employee's responsibility to avoid situations that present conflicts of interest, including the perception of impropriety. If a Town Representative has a question regarding conflict of interest matters, they should seek advice from the municipality's legal counsel and or the Board of Ethics. Town governance should be mindful of activity that may create a potential for conflict of interest situations and should take necessary steps to mitigate such situations.
- (e) While performing his or her official powers or duties, it is each municipal officer or employee's responsibility to conduct themselves in an ethical manner that ensures the Town of Chenango provides services of the highest standards and creates an environment that reflects the following fundamental principles:
 - a. Perform his or her official powers with honesty, integrity, professionalism and competence.
 - b. Operate within the letter and the spirit of applicable laws.
 - c. Respectful and fair treatment to all members of the public and employees.
- (f) It is each municipal officer or employee's responsibility to read this Code, to understand it, and to comply with it, as well as to report any potential violations of the Code to the Board of Ethics.

(g) There shall not be any form of retaliation for reporting a misconduct or conflict of interest concern or for supplying information about a misconduct concern.

Section 21. Ethics Compliance Training.

The Board of Ethics shall provide annual ethics compliance training to the Town of Chenango's officers and employees, including an overview of the code of ethics and whistleblower provisions.

Section 22. Disclosure Statements.

(a) All required submitters shall submit an annual disclosure statement to the Board of Ethics for them to review and examine to ensure that the filings are complete. The filing is required to be made on or before January 31st of each year and all the required information shall be included.

(b) The Board of Ethics shall be the repository for completed annual statements of financial disclosure, pursuant to § 808, Subdivision 5, of the General Municipal Law and § 31-4 herein, and such written instruments, affidavits and disclosures as required under this chapter.

Section 23. Enforcement.

Any municipal officer or employee who violates this code may be censured, fined, suspended or removed from office or employment in the manner provided by law.

Section 24. Effective date.

This code takes effect on January 1, 2023.

Work rules - firearms?

FIRE PROTECTION CONTRACT

AGREEMENT made and entered into this 31st day of December 2018, by and between the TOWN OF CHENANGO, a municipal corporation having its principal office at 1529 NY RT 12, Binghamton, New York ("Chenango") and CHENANGO FORKS VOLUNTEER FIRE COMPANY, INC., a not-for-profit corporation having an located at 2640 NY Rt. 12, Chenango Forks, New York 13746 ("Fire Company").

WITNESSETH

WHEREAS, there has heretofore been established a fire protection district known as Fire Protection District No. 2 in Chenango, (Hereinafter called District) embracing territory within Chenango, which said territory is more fully described in the Resolution establishing said District and adopted by Chenango's Town Board; and

WHEREAS, following a duly held public hearing, the Chenango Town Board authorized the execution of a contract with CHENANGO FORKS VOLUNTEER FIRE COMPANY, INC., for fire protection to the District on the terms and provisions herein set forth, and the Supervisor of the Town of Chenango has been duly authorized to execute this contract by the Town Board of the Town of Chenango.

NOW, THEREFORE, it is mutually agreed as follows:

1. The Fire Company hereby specifically agrees that it shall provide and maintain suitable apparatus and appliances for the furnishing of fire protection and housing and maintenance of said equipment to Fire Protection District No: 2, Chenango.
2. The Fire Company shall, at all times during the period of this agreement, be subject to call for the attendance upon any fire occurring within the District herein described, and, when notified by alarm or telephone, the Fire Company shall make every reasonable effort to respond to all fires within the District, with maximum qualified available personnel and shall proceed diligently in every reasonably suggested to extinguish the fire and to save life and property in connection therewith. In addition, the Fire Company shall respond to, attend and render assistance at accidents, during floods, natural disasters and calamities and emergency situations when requested by Chenango or its designated representative to so attend and assist; and, all other situations where firemen are required by the provision of the Town Law and

General Municipal Law to respond and render service and are covered and protected by the benefits and provisions of the Volunteer Fire Fighters' Benefit Law and the Workers Compensation Law of the State of New York.

3. The Fire Company agrees that it will operate on minimum OSHA guidelines and shall operate with OSHA approved equipment, wherever it is reasonably able to do so.

4. The Fire Company agrees that it shall submit to the Town Board on or before August 20th of each year its proposed operating budget for the ensuing calendar year commencing January 1 next. Nothing herein shall be deemed to prevent the Fire Company from modifying said proposed budget before it is finally adopted. The Fire Company agrees to send to the Chenango Town Board a copy of its final budget within 30 days after it has been adopted.

5. The Fire Company agrees that it shall comply with the applicable provisions of the Not-For-Profit Corporation Law of the State of New York, in particular, but in no way limited to the following provisions:

(a) The Fire Company shall make and file annual reports as required by Section 1402(f) of the Not-For-Profit Corporation Law.

(b) The Fire Company agrees that in the event of merger, consolidation, and/or dissolution of the Fire Company, any and all such action or actions shall be performed in accordance with the applicable provisions of Articles 9, 10, and 11 of the Not-For-Profit Corporation Law as the case may be.

(c) The Fire Company agrees that it shall comply with any and all applicable regulations for the government and control of the Fire Company as adopted by the Town of Chenango Town Board and as authorized by Section 1402, paragraph (e) of the Not-For-Profit Corporation Law. However, no such regulations shall be adopted until the Chenango Town Board gives the Fire Company at least 30-days advance written notice of the proposed adoption thereof and further gives the Fire Company as opportunity to be heard with regard to the proposed regulations.

6. The Fire Company agrees that it will submit to the Chenango Town Board its proposed operating budget and at such other times during the year as are appropriate, a statement showing the proposed purchase or sale of any Fire Company real property or vehicles (including the anticipated purchase or sales price). In the event any such proposed purchase or sale will affect the amount of payment, the Fire Company will request of the Town Board in any future year.

7. The Fire Company agrees that from time to time it will make every reasonable effort to review and understand the applicable standards promulgated by the National Fire Protection Association.

8. The Fire Company also agrees that it will, on or before August the 20th of each year, to provide the Chenango Town Board with the names and addresses of all its members, all its administrative officers and all its fire medic officers.

9. The Fire Company shall make every reasonable effort to comply with any and all applicable recommendations of ISO Commercial Risk Services, Inc., in an effort to obtain the most favorable fire insurance classification and therefore develop the lowest, reasonable fire rates for residents within the area the Fire Company protects.

10. This agreement shall continue for a period of Five (5) years from January 1, 2019 to December 31, 2023.

11. The Fire Company agrees that it will be paid on or before March 1, 2019, the sum of \$22,141.00, receipt of which is hereby acknowledged.

12. It is further agreed that this contract may be reopened for further negotiations at any time prior to its expiration upon mutual consent of both Chenango and the Fire Company.

13. The Fire Company agrees to carry liability and property damage insurance on all its fire equipment in minimum amounts of \$500,000 - \$1,000,000 and to cause Chenango to be named therein as an insured party and the Fire Company shall provide Chenango with a certificate of insurance within 30 days after the effective date of this contract and it is further agreed that Chenango shall be notified at least 30 days prior to cancellation of any such insurance policy carried by the Fire Company carried for the benefit of Chenango.

14. In the event it becomes necessary during the term of this contract to call for aid from an outside Fire Company or department, or render aid to a company outside the described district, the applicable provisions of Section 209 of the General Municipal Law shall apply.

15. It is understood and agreed that during the period of the contract, Chenango agrees to provide and pay for Workers' Compensation Insurance for the benefit of said Fire

Company, its members and others are required by the General Municipal Law, the Worker's Compensation Law and the Volunteer Fire Fighters' Benefit Law of the State of New York.

16. It is further agreed and understood that members of the Fire Company, while engaged in the performance of their duty 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 in the General Municipal Law.

0. This contract shall renew automatically pursuant to Section 184 of the Town Law on the same basis unless one of the contracting parties shall notify the other party in writing on or before the 20th day of August that is elects to terminate the contact on December 31st in such year.

IN WITNESS THEREOF, the parties have hereunto set their hands and seals the day and year first above written.

ATTEST:

TOWN OF CHENANGO

Town Clerk

Supervisor

ATTEST:

CHENANGO FORKS VOLUNTEER FIRE
COMPANY, INC.

★ Red lined with
Proposed changes ★

FIRE PROTECTION CONTRACT

AGREEMENT made and entered into this 31st day of ~~December 2018~~ January, 2023, by and between the TOWN OF CHENANGO, a municipal corporation having its principal office at 1529 NY RT 12, Binghamton, New York ("Chenango") and CHENANGO FORKS VOLUNTEER FIRE COMPANY, INC., a not-for-profit corporation having an located at 2640 NY Rt. 12, Chenango Forks, New York 13746 ("Fire Company").

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WHEREAS, there has heretofore been established a fire protection district known as Fire Protection District No. 2 in Chenango, (Hereinafter called District) embracing territory within Chenango, which said territory is more fully described in the Resolution establishing said District and adopted by Chenango's Town Board; and

WHEREAS, following a duly held public hearing, the Chenango Town Board authorized the execution of a contract with CHENANGO FORKS VOLUNTEER FIRE COMPANY, INC., for fire protection to the District on the terms and provisions herein set forth, and the Supervisor of the Town of Chenango has been duly authorized to execute this contract by the Town Board of the Town of Chenango.

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2. The Fire Company shall, at all times during the period of this agreement, be subject to call for the attendance upon any fire occurring within the District herein described, and, when notified by alarm or telephone, the Fire Company shall make every reasonable effort to respond to all fires within the District, with maximum qualified available personnel and shall proceed diligently in every reasonably suggested to extinguish the fire and to save life and property in connection therewith. In addition, the Fire Company shall respond to, attend and render assistance at accidents, during floods, natural disasters and calamities and emergency situations when requested by Chenango or its designated representative to so attend and assist; and, all other situations where firemen are required by the provision of the Town Law and

General Municipal Law to respond and render service and are covered and protected by the benefits and provisions of the Volunteer Fire Fighters' Benefit Law and the Workers Compensation Law of the State of New York.

3. The Fire Company agrees that it will operate on minimum OSHA guidelines and shall operate with OSHA approved equipment, wherever it is reasonably able to do so.

4. The Fire Company agrees that it shall submit to the Town Board on or before August 20th of each year its proposed operating budget for the ensuing calendar year commencing January 1 next. Nothing herein shall be deemed to prevent the Fire Company from modifying said proposed budget before it is finally adopted. The Fire Company agrees to send to the Chenango Town Board a copy of its final budget within 30 days after it has been adopted.

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(b) The Fire Company agrees that in the event of merger, consolidation, and/or dissolution of the Fire Company, any and all such action or actions shall be performed in accordance with the applicable provisions of Articles 9, 10, and 11 of the Not-For-Profit Corporation Law as the case may be.

(c) The Fire Company agrees that it shall comply with any and all applicable regulations for the government and control of the Fire Company as adopted by the Town of Chenango Town Board and as authorized by Section 1402, paragraph (e) of the Not-For-Profit Corporation Law. However, no such regulations shall be adopted until the Chenango Town Board gives the Fire Company at least 30-days advance written notice of the proposed adoption thereof and further gives the Fire Company as opportunity to be heard with regard to the proposed regulations.

6. The Fire Company agrees that it will submit to the Chenango Town Board its proposed operating budget and at such other times during the year as are appropriate, a statement showing the proposed purchase or sale of any Fire Company real property or vehicles (including the anticipated purchase or sales price). In the event any such proposed purchase or sale will affect the amount of payment, the Fire Company will request of the Town Board in any future year.

7. The Fire Company agrees that from time to time it will make every reasonable effort to review and understand the applicable standards promulgated by the National Fire Protection Association.

8. The Fire Company also agrees that it will, on or before August the 20th of each year, to provide the Chenango Town Board with the names and addresses of all its members, all its administrative officers and all its fire medic officers.

9. The Fire Company shall make every reasonable effort to comply with any and all applicable recommendations of ISO Commercial Risk Services, Inc., in an effort to obtain the most favorable fire insurance classification and therefore develop the lowest, reasonable fire rates for residents within the area the Fire Company protects.

10. This agreement shall continue for a period of one (1) years from January 1, 2023 to December 31, 2023.

11. The Fire Company agrees that it will be paid on or before March 1, 2023, the sum of ~~\$22,141,024.989.14~~, receipt of which is hereby acknowledged.

12. It is further agreed that this contract may be reopened for further negotiations at any time prior to its expiration upon mutual consent of both Chenango and the Fire Company.

13. The Fire Company agrees to carry liability and property damage insurance on all its fire equipment in minimum amounts of \$500,000 - \$1,000,000 and to cause Chenango to be named therein as an insured party and the Fire Company shall provide Chenango with a certificate of insurance within 30 days after the effective date of this contract and it is further agreed that Chenango shall be notified at least 30 days prior to cancellation of any such insurance policy carried by the Fire Company carried for the benefit of Chenango.

14. In the event it becomes necessary during the term of this contract to call for aid from an outside Fire Company or department, or render aid to a company outside the described district, the applicable provisions of Section 209 of the General Municipal Law shall apply.

15. It is understood and agreed that during the period of the contract, Chenango agrees to provide and pay for Workers' Compensation Insurance for the benefit of said Fire

Company, its members and others are required by the General Municipal Law, the Worker's Compensation Law and the Volunteer Fire Fighters' Benefit Law of the State of New York.

16. It is further agreed and understood that members of the Fire Company, while engaged in the performance of their duty 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 in the General Municipal Law.

~~0. This contract shall renew automatically pursuant to Section 184 of the Town Law on the same basis unless one of the contracting parties shall notify the other party in writing on or before the 20th day of August that it elects to terminate the contract on December 31st in such year.~~

IN WITNESS THEREOF, the parties have hereunto set their hands and seals the day and year first above written.

ATTEST:

TOWN OF CHENANGO

Town Clerk

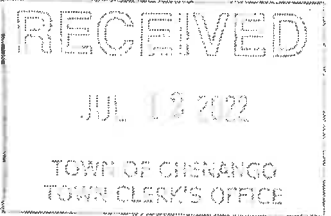
Supervisor

ATTEST:

CHENANGO FORKS VOLUNTEER FIRE
COMPANY, INC.

★ Request Submitted by C.F. Fire Company ★

Chenango Forks Fire 2023 Budget



Truck Maintenance	\$ 5,574.02
Radio Upgrade	\$ 3,616.83
Heat	\$10,846.17
Fuel (additional fuel surcharge)	\$ 6,027.18
Insurance (Not including new NYS requirement)	\$10,489.14
Building Upkeep	\$ 9,746.94
Elec	\$ 7,926.09
Med	\$ 3,616.83
Chiefs/Operations	\$47,900.57
Training	\$ 3,344.19
Capital Replacement Fund	\$11,146.94
NYS Cancer Coverage (NYS Mandated)	\$ 4,713.28
Total	\$124,948.18
Barker	\$47,479.36
Fenton	\$34,984.79
Chenango	\$24,989.14
Greene	\$17,492.40
Total	\$124,945.69

2023 Annual Town Board Resolutions

Keyword	Title: Resolution
AOT	Authorizing Attendance at the Association of Towns 2023 Annual Meeting & Training School
Audit	Annual Audit
Burial/Cemetery Rates	Establishing Current Rates for Opening and Closing of Cemetery Lots
Deputy Supervisor	Establishing the Office of Deputy Supervisor and Appointing Deputy Supervisor
Dog Control	Appointing a Dog Control Officer
Employee Benefits	Authorizing Execution of Contracts for Employee Medical and Dental Insurance Benefits
Engineering	Approving Engineering Contract
Highway Equipment	Authorizing the Highway Superintendent to Purchase or Rent Equipment
Highway Expenditures	Authorizing Expenditures by the Highway Superintendent Without Prior Approval
Highway Law 284	Authorizing Highway Law 284 Agreement to Spend Town Highway Funds
Legal Counsel	Authorizing Employment of Coughlin & Gerhart, LLP for 2023
Meetings	Setting 2023 Town Board Meeting Dates Town Board/Planning Board/ZBA/Department Heads Abstracts/Holidays/Budget/Grievance Day
Procurement	Adopting Town of Chenango Procurement Policy
Salary Schedule	Appointing Town of Chenango Officers and Employees and Setting the 2023 Salary Schedule
Training	Authorizing Employees to Attend Training Sessions
Work Rules	Establishing Work Rules for 2023

RESOLUTION NO. ____

**RESOLUTION AUTHORIZING ATTENDANCE AT THE ASSOCIATION OF TOWNS
2023 ANNUAL MEETING & TRAINING SCHOOL**

At a regular meeting of the Town Board of the Town of Chenango, held on the 4th day of January 2023, the following resolution was offered and seconded:

SECTION 1. RESOLVED, that the following named Town employees and officials are hereby authorized to attend the Association of Towns 2023 Annual Meeting & Training School in New York City from February 19-22, 2023.

Supervisor or Designated Delegate
Members of the Town Board
Department Heads, Court Employees
Chairperson or Designated Delegate of the Planning Board
Chairperson or Designated Delegate of the Zoning Board
Any other Officers, given permission by the Board;

And it is further

SECTION 2. RESOLVED, that transportation to said meeting and all other expenses incurred in connection with the attendance at said meeting shall be paid by the Town of Chenango after presentation of detailed voucher and audit thereof; and it is further

SECTION 3. RESOLVED, that Jo Anne Klenovic is hereby appointed the 2023 delegate to the meeting to represent the Town of Chenango; and it is further

SECTION 4. RESOLVED, that XXXXXXXX is hereby appointed the 2023 Deputy Delegate to the convention to represent the Town of Chenango; and it is further

SECTION 5. RESOLVED, that this Resolution shall take effect immediately.

Offered by:

Seconded by:

CERTIFICATION

I, Lizanne Tiesi-Korinek, do hereby certify that I am the Town Clerk of the Town of Chenango and that the foregoing constitutes a true, correct and complete copy of a resolution duly adopted by the Town Board of the Town of Chenango at a meeting thereof held at Town Hall, 1529 NY RT 12, Binghamton, NY on this 4th day of January, 2023. Said resolution was adopted by the following roll call vote:

Councilman Kevin Worden _____
Councilman Gene Hulbert Jr. _____
Councilman Dave Johnson _____
Deputy Supervisor Jim DiMascio _____
Supervisor Jo Anne Klenovic _____

Town of Chenango Seal

Dated: January 4, 2023

Lizanne Tiesi-Korinek, Town Clerk
Town of Chenango

RESOLUTION NO.

RESOLUTION FOR ANNUAL AUDIT

At a regular meeting of the Town Board of the Town of Chenango, held on the 4th day of January 2023, the following resolution was offered and seconded:

SECTION 1. WHEREAS, pursuant to Section 123 of the Town Law, the Town Board is obligated to perform an annual audit of the Town Officers and employees who receive or disburse monies during the fiscal year; now, therefore, it is hereby

SECTION 2. RESOLVED, that this Board has contracted with Michael Wolyniak, retired Auditor from the Office of the NYS Comptroller, to perform on behalf of the Board, the above-mentioned audit in 2023 at a cost of \$3,700.00; and it is further

SECTION 3. RESOLVED, that this Resolution shall take effect January 4, 2023.

Offered by:

Seconded by:

CERTIFICATION

I, Lizanne Tiesi-Korinek, do hereby certify that I am the Town Clerk of the Town of Chenango and that the foregoing constitutes a true, correct and complete copy of a resolution duly adopted by the Town Board of the Town of Chenango at a meeting thereof held at Town Hall, 1529 NY RT 12, Binghamton, NY on this 4th day of January 2023. Said resolution was adopted by the following roll call vote:

Supervisor Jo Anne Klenovic _____
Councilperson Gene Hulbert Jr. _____
Councilperson Kevin Worden _____
Councilperson Jim DiMascio _____
Councilperson Dave Johnson _____

Town of Chenango Seal

Dated: January 4, 2023

Lizanne Tiesi-Korinek
Town Clerk of the Town of Chenango

RESOLUTION NO. _____

**RESOLUTION ESTABLISHING CURRENT RATES FOR
OPENING AND CLOSING OF CEMETERY LOTS**

At a regular meeting of the Town Board of the Town of Chenango, held on the 4th day of January, 2023, the following resolution was offered and seconded:

SECTION 1. **WHEREAS**, the Town Board has reviewed the current cemetery rates for opening and closing of graves, and recommends the same be adjusted due to cost increases from the Town's vendor by \$25.00, now therefore, it is hereby

SECTION 2. **RESOLVED**, that the following rates shall take effect immediately for the **opening and closing** of cemetery graves at Kattelville Cemetery and Maple Grove Cemetery: weekdays \$525.00 dollars / Saturdays \$725.00 dollars / Sundays & Holidays \$825.00, and it is further

SECTION 3. **RESOLVED**, that the following rates will prevail for **Cremation Burials** at Kattelville Cemetery and Maple Grove Cemetery: weekdays \$225.00 dollars / Saturdays \$315.00 / Sundays & Holidays \$425.00 and it is further

SECTION 4. **RESOLVED**, this Resolution shall take effect January 1, 2023.

Offered By:

Seconded By:

Supervisor Jo Anne Klenovic _____
Councilperson Kevin Worden _____
Councilperson Gene Hulbert, Jr. _____
Councilperson Jim DiMascio _____
Councilperson Dave Johnson _____

Town of Chenango Seal

Dated: January 4, 2023

Lizanne Tiesi-Korinek
Town Clerk, Town of Chenango

RESOLUTION NO.

**RESOLUTION ESTABLISHING THE OFFICE OF DEPUTY SUPERVISOR
AND APPOINTING DEPUTY SUPERVISOR**

The Town Board of the Town of Chenango, duly convened in Regular Session January 4th, 2023, does hereby RESOLVE as follows:

SECTION 1. WHEREAS, pursuant to Section 42 of the Town Law, this Board desires to establish the position of Deputy Supervisor for 2023, and

WHEREAS, subsequent to the establishment thereof, the Supervisor is empowered to appoint said Deputy, now, therefore, it is hereby

SECTION 2. RESOLVED, that the office of Deputy Supervisor is hereby established and Jim DiMascio is appointed Deputy Supervisor effective January 4, 2023.

Offered by:

Seconded by:

CERTIFICATION

I, Lizanne Tiesi-Korinek, do hereby certify that I am the Town Clerk of the Town of Chenango and that the foregoing constitutes a true, correct and complete copy of a resolution duly adopted by the Town Board of the Town of Chenango at a meeting thereof held at Town Hall, 1529 NY RT 12, Binghamton, NY on this 4th day of January 2023. Said resolution was adopted by the following roll call vote:

Supervisor Jo Anne Klenovic _____
Councilperson Gene Hulbert Jr. _____
Councilperson Kevin Worden _____
Councilperson Jim DiMascio _____
Councilperson Dave Johnson _____

Town of Chenango Seal

Dated: January 4, 2023

Lizanne Tiesi-Korinek
Town Clerk of the Town of Chenango

RESOLUTION NO. _____

RESOLUTION APPOINTING A DOG CONTROL OFFICER

At a regular meeting of the Town Board of the Town of Chenango, held on the 4th day of January, 2023, the following resolution was offered and seconded:

WHEREAS, this Board appointed Joel Troutman as Dog Control Officer on January 1, 2022, and such appointment expires on December 31, 2022.

WHEREAS, this Board recommends that Joel Troutman be reappointed to that position and to be paid at a rate of \$17,794.00 annually, and

NOW, THEREFORE, it is hereby resolved that Joel Troutman is hereby appointed Dog Control Officer on an on-call basis at the annual rate set forth above, effective January 1, 2023.

Offered by:

Seconded by:

CERTIFICATION

I, Lizanne Tiesi-Korinek, do hereby certify that I am the Town Clerk of the Town of Chenango and that the foregoing constitutes a true, correct and complete copy of a resolution duly adopted by the Town Board of the Town of Chenango at a meeting thereof held at Town Hall, 1529 NY RT 12, Binghamton, NY on this 4th day of January, 2023. Said resolution was adopted by the following roll call vote:

Supervisor Jo Anne Klenovic _____
Councilperson Gene Hulbert Jr. _____
Councilperson Kevin Worden _____
Councilperson Jim DiMascio _____
Councilperson Dave Johnson _____

Town of Chenango Seal

Dated: January 4, 2023

Lizanne Tiesi-Korinek, Town Clerk
Town of Chenango

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING EXECUTION OF CONTRACTS FOR EMPLOYEE
MEDICAL AND DENTAL INSURANCE BENEFITS**

At a regular meeting of the Town Board of the Town of Chenango, held on the 4th day of January, 2023, the following resolution was offered and seconded:

SECTION 1. WHEREAS, this Town currently has contracts with Excellus BlueCross BlueShield, Central New York Southern Tier Region through the Finger Lakes Group, LLC as a Broker providing medical and dental insurance benefits for its employees and retirees which expire on December 31st, 2022 and;

WHEREAS this Board has carefully reviewed the terms and conditions of the proposed SimplyBlue Plus Bronze 4 health plan and the Dental Blue Options dental plan for the year 2023; now, therefore, it is hereby

SECTION 2. RESOLVED, that the Supervisor is hereby authorized to execute the above stated contracts for medical and dental insurance benefits with Excellus BlueCross BlueShield of Central New York Southern Tier Region through the Finger Lakes Group, LLC as Broker for the period January 1, 2023 through December 31, 2023 effective January 1, 2023.

Offered:

Seconded:

CERTIFICATION

I, Lizanne Tiesi-Korinek, do hereby certify that I am the Town Clerk of the Town of Chenango and that the foregoing constitutes a true, correct and complete copy of a resolution duly adopted by the Town Board of the Town of Chenango at a meeting thereof held at Town Hall, 1529 NY RT 12, Binghamton, NY on this 4th day of January, 2023. Said resolution was adopted by the following roll call vote:

Supervisor Jo Anne Klenovic _____
Councilperson Gene Hulbert Jr. _____
Councilperson Kevin Worden _____
Councilperson Jim DiMascio _____
Councilperson Dave Johnson _____

Town of Chenango Seal

Dated: January 4, 2023

Lizanne Tiesi-Korinek
Town Clerk of the Town of Chenango



Version Updated: 09/11/2022
 Rating Region: Syracuse

SimplyBlue Plus Bronze 4		SimplyBlue Plus Bronze 4	
Plan Overview			
Plan ID	78124NY1000169-00	78124NY1000169-00 (TOOV)	
Plan Name	SimplyBlue Plus Bronze 4	SimplyBlue Plus Bronze 4	
Aggregation Design	Family Aggregation	Family Aggregation	
Plan Highlights	A deductible is applied to all covered medical and prescription drug benefits. Preventive services are covered in full. Plan includes Active&Fit ExerciseRewards.	A deductible is applied to all covered medical and prescription drug benefits. Preventive services are covered in full. Plan includes Active&Fit ExerciseRewards.	
Plan Type	Deductible HSA	Deductible HSA	
HSA Eligible	Yes	Yes	
Quote Effective	01/01/2022 - 03/31/2022	01/01/2023 - 03/31/2023	
Rate (\$)	Small Group	Small Group	
Single	\$514.13	\$543.30	
Subscriber & Spouse	\$1,028.25	\$1,086.59	
Subscriber & Child(ren)	\$874.01	\$923.60	
Family	\$1,465.26	\$1,548.40	
Plan features			
Primary Care Physician (PCP)	Not Required	Not Required	
Referrals	Not Required	Not Required	
Out of network benefits	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	
Out of area benefits	Coverage provided worldwide through our BlueCard Network	Coverage provided worldwide through our BlueCard@ Network	
Student/Dependent coverage	Qualified dependents are covered to age 26	Qualified dependents are covered to age 26	
Domestic partner	Covered	Covered	
Wellness Incentives	Active&Fit ExerciseRewards receive up to \$600 in rewards a year by visiting a qualified fitness facility or by tracking your steps using a wearable device. Save on Gym memberships with Active&Fit Direct.	Active&Fit ExerciseRewards: New in 2023 - Fitness center visits are worth 2 points! Earn up to \$600 in rewards a year by visiting a qualified fitness facility or by tracking your steps using a wearable device. Save on Gym memberships with Active&Fit Enterprise.	
Calm Stress Management Program	Not Applicable	New in 2023, a premium subscription to the Calm App is now an embedded benefit to help members experience better sleep, lower stress, and reduce anxiety.	
Plan cost-sharing highlights			
Plan cost-sharing highlights	In-Network	In-Network	Out-of-Network
Primary Care Office Visit	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible

	SimplyBlue Plus Bronze 4	SimplyBlue Plus Bronze 4	SimplyBlue Plus Bronze 4	SimplyBlue Plus Bronze 4
Specialist Office Visit	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible
Coinurance	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%
Deductible	In-Network: \$7,000 Individual / \$14,000 Family	Out-of-Network: \$10,000 Individual / \$20,000 Family	In-Network: \$7,500 Individual / \$15,000 Family	Out-of-Network: \$10,000 Individual / \$20,000 Family
Out of pocket maximum	\$7,000 Individual / \$14,000 Family	\$10,000 Individual / \$20,000 Family	\$7,500 Individual / \$15,000 Family	\$10,000 Individual / \$20,000 Family
Lifetime maximum	None	None	None	None
Plan Benefits				
Preventive Healthcare Services	In-Network	Out-of-Network	In-Network	Out-of-Network
Well child visits	Covered In Full	Covered at 100%, subject to the deductible	Covered In Full	Covered at 100%, subject to the deductible
Adult routine physical exams	Covered In Full	Covered at 100%, subject to the deductible	Covered In Full	Covered at 100%, subject to the deductible
+Adult immunizations	Covered In Full	Covered at 100%, subject to the deductible	Covered In Full	Covered at 100%, subject to the deductible
+Mammography	Covered In Full	Covered at 100%, subject to the deductible	Covered In Full	Covered at 100%, subject to the deductible
+Pap smear	Covered In Full	Covered at 100%, subject to the deductible	Covered In Full	Covered at 100%, subject to the deductible
Routine GYN Exam	Covered In Full	Covered at 100%, subject to the deductible	Covered In Full	Covered at 100%, subject to the deductible
+Prostate cancer screening	Covered In Full	Covered at 100%, subject to the deductible	Covered In Full	Covered at 100%, subject to the deductible
+Colonoscopy	Preventive screenings covered in full	Covered at 100%, subject to the deductible	Preventive screenings covered in full	Covered at 100%, subject to the deductible
+Family Planning Services	Covered In Full	Covered at 100%, subject to the deductible	Covered In Full	Covered at 100%, subject to the deductible
Physician Office Services	In-Network	Out-of-Network	In-Network	Out-of-Network
Diagnostic Visits - In-Person or Virtual	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible
Telemedicine with MD/IVe	Covered In Full, subject to deductible	Covered at 100%, subject to the deductible	Covered In Full, subject to deductible	Covered at 100%, subject to the deductible
Diagnostic x-rays	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible
Advanced Imaging Services	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible
Diagnostic laboratory and pathology	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible
Allergy tests	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible
Allergy injections	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible
Chemotherapy	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible
Radiation therapy	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible
Maternity Services	In-Network	Out-of-Network	In-Network	Out-of-Network
Prenatal care	Covered In full (Cost share may apply to ultrasounds, lab work and sick visits)	Covered at 100%, subject to the deductible	Covered In full (Cost share may apply to ultrasounds, lab work and sick visits)	Covered at 100%, subject to the deductible
Hospital care for mom (including delivery)	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible
Newborn nursery care	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible
Prescription Drug	In-Network	Out-of-Network	In-Network	Out-of-Network

SimplyBlue Plus Bronze 4		SimplyBlue Plus Bronze 4	
Prescription Drug Coverage	Covered at 100%, subject to the plan deductible. Preventive drugs are not subject to the deductible; they are subject to the applicable copy or coinsurance.	Not Covered	Covered at 100%, subject to the plan deductible. Preventive drugs are not subject to the deductible; they are subject to the applicable copy or coinsurance.
Diabetic drugs, insulin, and supplies	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible
Inpatient Hospital Benefits	In-Network	Out-of-Network	In-Network
Hospital benefits	Covered at 100% per admission for unlimited days, subject to the deductible	Covered at 100% per admission for unlimited days, subject to the deductible	Covered at 100% per admission for unlimited days, subject to the deductible
Physician visits in the hospital	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible
Inpatient physical rehabilitation	Covered at 100% per 60 day stay per admission per contract year, subject to the deductible	Covered at 100% per 60 day stay per admission per contract year, subject to the deductible	Covered at 100% per 60 day stay per admission per contract year, subject to the deductible
Surgery	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible
Anesthesia	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible
Emergency Care	In-Network	Out-of-Network	In-Network
Emergency room care	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible
Freestanding urgent care center	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible
Ambulance	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible
Outpatient Hospital Benefits	In-Network	Out-of-Network	In-Network
Diagnostic x-rays	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible
Advanced Imaging Services	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible
Diagnostic laboratory and pathology	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible
Surgical Care Facility Fee	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible
Chemotherapy	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible
Radiation Therapy	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible
Mental Health and Substance Use	In-Network	Out-of-Network	In-Network
Inpatient mental health care	Covered at 100% per admission for unlimited days, subject to the deductible	Covered at 100% per admission for unlimited days, subject to the deductible	Covered at 100% per admission for unlimited days, subject to the deductible
Outpatient mental health care	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible
Inpatient substance use	Covered at 100% per admission for unlimited days, subject to the deductible	Covered at 100% per admission for unlimited days, subject to the deductible	Covered at 100% per admission for unlimited days, subject to the deductible
Outpatient substance use	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible
Other Services	In-Network	Out-of-Network	In-Network
Skilled nursing facility	Covered at 100% per admission for 200 days per year, subject to the deductible	Covered at 100% per admission for 200 days per year, subject to the deductible	Covered at 100% per admission for 200 days per year, subject to the deductible

SimplyBlue Plus Bronze 4		SimplyBlue Plus Bronze 4	
Home care	Covered at 100% for up to 40 visits per year, subject to the deductible	Covered at 100% for up to 40 visits per year, subject to the deductible	Covered at 100% for up to 40 visits per year, subject to the deductible
Hospice	Covered at 100% for up to 210 visits per year, subject to the deductible	Covered at 100% for up to 210 visits per year, subject to the deductible	Covered at 100% for up to 210 visits per year, subject to the deductible
Outpatient therapy	Covered at 100%, subject to the deductible for physical, speech and occupational therapy for up to 60 visits per contract year	Covered at 100%, subject to the deductible for physical, speech and occupational therapy for up to 60 visits per contract year	Covered at 100%, subject to the deductible for physical, speech and occupational therapy for up to 60 visits per contract year
Durable medical equipment	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible
External prosthetics	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible
Chiropractic	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible
Acupuncture	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible
Hearing Aids	Covered at 100%, subject to the deductible for a single purchase once every 3 years	Covered at 100%, subject to the deductible for a single purchase once every 3 years	Covered at 100%, subject to the deductible for a single purchase once every 3 years
Vision Benefits	In-Network	Out-of-Network	In-Network
Adult Routine Vision Exam	One routine exam covered in full per year, subject to the deductible	Covered at 100% for one routine exam every year, subject to the deductible	One routine exam covered in full per year, subject to the deductible
Adult Diagnostic Vision	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible
Adult Eyewear	Eyewear Reimbursement of \$100 per year	Eyewear Reimbursement of \$100 per year	Eyewear Reimbursement of \$100 per year
Pediatric Routine Vision Exam	Covered at 100% for one routine exam every year, subject to the deductible	Covered at 100% for one routine exam every year, subject to the deductible	One routine exam covered in full per year, subject to the deductible
Pediatric Eyewear	Covered at 100%, subject to the deductible for one purchase per plan year	Covered at 100%, subject to the deductible for one purchase per plan year	Covered at 100%, subject to the deductible for one purchase per plan year
Dental Benefits	In-Network	Out-of-Network	In-Network
Adult Dental Care	Not Covered	Not Covered	Not Covered
Pediatric Dental: Preventative & Routine	Preventive cleaning and exams not subject to the deductible. Preventive services covered at 100%, subject to the deductible. Routine services covered at 100%, subject to the deductible	Preventive cleaning and exams not subject to the deductible. Preventive services covered at 100%, subject to the deductible. Routine services covered at 100%, subject to the deductible and balance billing	Preventive cleaning and exams not subject to the deductible. Preventive services covered at 100%, subject to the deductible. Routine services covered at 100%, subject to the deductible
Pediatric Major Dental Care & Medical Ortho	Covered at 100%, subject to the deductible	Covered at 100%, subject to the deductible and balance billing	Covered at 100%, subject to the deductible
Accidental Dental - Outpatient Surgical	Covered at 100% for accidental injury to sound, natural teeth and for care due to congenital disease or anomaly, subject to the deductible	Covered at 100% for accidental injury to sound, natural teeth and for care due to congenital disease or anomaly, subject to the deductible	Covered at 100% for accidental injury to sound, natural teeth and for care due to congenital disease or anomaly, subject to the deductible

This is not a contract. It is intended to highlight the coverage of this program. Benefits are determined by the terms of the contract. All benefits are subject to medical necessity. All day and visit limits are combined limits for both in and out of network benefit. Preventive services coverage required by the Federal Patient Protection and Affordable Care Act are not quoted herein. Please refer to the United States Preventive Services Task Force list of items and services rated "A" or "B" that are covered pursuant to the Federal Patient Protection and Affordable Care Act requirements.

Exclusus BlueCross BlueShield is a nonprofit independent licensee of the Blue Cross Blue Shield Association



Quote Effective: 01/01/2023 - 03/31/2023

Version Updated: 09/11/2022

Print Package: HIOS ID (Enrollment Code)	78124NY1000169-00 (TQAV)
Plan Name:	SimplyBlue Plus Bronze 4
Rating Region:	Syracuse
Rate	
For the Benefits described in the Agreement, the Plan will charge and Group will pay the following premium rates:	
Single	\$543.30
Subscriber & Spouse	\$1,086.59
Subscriber & Child(ren)	\$923.60
Family	\$1,548.40

Dependent Coverage To Age 26, Pediatric Dental Coverage Yes, Domestic Partner Coverage Yes, Family Planning Coverage Yes

Rates quoted herein are subject to change due to our implementation of the provisions of the Federal Patient Protection and Affordable Care Act. The Sales Representative providing this quote is a New York State licensed insurance producer employed by Excellus Health Plan. The individual represents Excellus Health Plan in this transaction and will be compensated by Excellus Health Plan in part based on this sale. The amount of compensation is based on a number of factors, including the contract selected and the volume of sales. You may request information about the expected compensation from your Sales Representative.

*The NYS Department of Financial Services has approved our rate filing for quarterly community rates. All Rates will be considered to be on a 12 month period from the effective date of coverage unless otherwise instructed by Excellus Health Plan. The above rates are effective for the Initial Term of the Agreement. Rates for any Renewal Term will be provided to Group in a rate renewal notice.

Please complete this section if you have selected a plan that does not include pediatric dental coverage.

A) Have you obtained dental coverage not offered by Excellus BCBS that provides essential pediatric dental benefits through a NY State of Health certified dental plan? Yes No

B) If you answered 'yes', please provide the name of the company issuing the essential pediatric dental coverage. _____ If you change this dental coverage at any time, you must notify Excellus BCBS to confirm continued coverage of essential pediatric benefits. If you answered 'no' please be aware the ACA requires essential pediatric dental coverage.

Signature: Barrett Klemovic Title: Supervisor Date: 1/19/23

Group Name: _____ Total Employees: _____ Total Eligible: _____

Coverage Effective Date: _____

Broker: _____

RESOLUTION NO.

RESOLUTION APPROVING ENGINEERING CONTRACT

At a regular meeting of the Town Board of the Town of Chenango, held on the 4th day of January 2023, the following resolution was offered and seconded:

SECTION 1. WHEREAS, Alexander N. Urda, P.E., CPESC has proposed in writing to furnish services as Engineer for the Town for the year 2023. A copy of said proposal is attached and incorporated herein, and

WHEREAS, this Town Board desires to engage the services of Alexander N. Urda at an annual retainer not to exceed \$49,350.00 plus reimbursable expenses as agreed to; now, therefore, it is hereby

SECTION 2. RESOLVED, that the Supervisor is hereby authorized to execute an engineering services contract with Alexander N. Urda for the year 2023 at an amount not to exceed \$49,350.00 plus reimbursable expenses effective January 4, 2023.

Offered by:

Seconded by:

CERTIFICATION

I, Lizanne Tiesi-Korinek, do hereby certify that I am the Town Clerk of the Town of Chenango and that the foregoing constitutes a true, correct and complete copy of a resolution duly adopted by the Town Board of the Town of Chenango at a meeting thereof held at Town Hall, 1529 NY RT 12, Binghamton, NY on this 4th day of January, 2023. Said resolution was adopted by the following roll call vote:

Supervisor Jo Anne Klenovic _____
Councilperson Gene Hulbert Jr. _____
Councilperson Kevin Worden _____
Councilperson Jim DiMascio _____
Councilperson Dave Johnson _____

Town of Chenango Seal

Dated: January 4, 2023

Lizanne Tiesi-Korinek
Town Clerk of the Town of Chenango

December 6, 2022

Mrs. Jo Anne Klenovic, Town Supervisor
Town of Chenango
1529 NY Rt. 12
Binghamton, NY 13901

Re: Annual Contract Engineer for the Town 2023

Dear Mrs. Klenovic:

Urda Engineering, PLLC (URDA) is pleased to be given the opportunity to submit this contract to you to provide part time engineering services to assist the Town of Chenango (Town). I, Alexander N. Urda, registered Professional Engineer in the State of New York, of Urda Engineering, PLLC propose to furnish services as URDA for the Town of Chenango on a fixed fee basis, plus reimbursable expenses, as well as out of scope reimbursable services at our hourly rates. Note: The fee reflects an increase from 2022 based on evaluation of 2022 hours-to-date and projected workload for 2023. It amounts to approximately 15 more hours of time annually. The annual Town budgeted base amount for engineering for 2023 was adjusted to reflect this. Hourly and reimbursable expense rates have also been updated.

SCOPE OF SERVICES

Based on our discussions and review of our anticipated 2023 duties as URDA for the Town of Chenango, it is my understanding that you are requesting engineering services for completion of the following scope of services:

PART 1 – ENGINEERING SERVICES

The following is a general listing of Professional Engineering services provided within the annual base fee, unless otherwise noted, and is not all inclusive.

A. General Services

1. Coordination with and assistance to the Town departments (Water Department, Highway Department, Public Works, Town Clerk, Town Attorney, etc.)
2. General storm drainage investigations including reporting, field observations, and general recommendations at request of highway superintendent.
3. Assist department heads with meetings with residents regarding complaint reports (water system, sanitary sewer system-, storm sewer system, etc.).
4. Maintain table and graphs of water system master meter readings.
5. Capital project planning assistance with department heads.
6. Review of Broome County Highway maps (map updates, project planning, etc.) and NYSDOT highway and bridge reports. Interface with responsible parties on road projects and Town impacts and integration.
7. Attend meetings as directed by the Town Board. Anticipated are:
 - a. BMTS
 - b. BC Flood Task Force
 - c. TMDL program
 - d. Hazard mitigation with county

B. Planning Board and Zoning Board of Appeals

1. Case Reviews
 - a. Site Plan Review (see "Reimbursable Services" for additional fee items)
 - b. Simple Subdivision Plan Review (see "Reimbursable Services" for additional fee items)
 - c. Advisory Reviews for Planning Board Advisor to Z.B.A.
2. Attend regular Planning Board Meetings at one per month.

C. Town Board

1. Attend Town Board Work Sessions, scheduled for the 2nd and 4th Wednesdays of the month. Engineer shall provide a written report to the Board outlining all current projects and any pertinent due dates related to the same at each work session URDA is required to attend.
2. Meetings with the Broome County Department of Health and NYS Department of Conservation as may be required under the normal course of Town Business. Special meetings relating to particular projects will be in accordance with the reimbursable section herein.
3. Update and prepare regular reviews of Public Works, zoning, sanitary sewer regulations, Ordinance Department, building inspections, etc.
4. Report to Town Board on special meetings as required (ex. Association of Towns, BMTS, BTSC).

D. Town Mapping

Mapping shall include any necessary minor revisions (non-survey based) for maintenance, and/or minor corrections of the existing district mapping and system mapping:

1. Zoning – Minor single parcel revisions/updates only.
2. Water Districts
3. Sanitary Sewer Districts
4. Lighting Districts
5. Election Districts
6. Speed Zones
7. Aquifer Protection Zones
8. Water Well and Tank Schematic

Any new district mapping/description will be billed as reimbursable services.

E. Reimbursable Services (Outside the annual base fee) as Authorized by the Town Board

1. Municipal Separate Storm Sewer System (MS4) program coordination and compliance.
 - a. Broome Tioga Stormwater Coalition (BTSC) meeting attendance (typically quarterly meetings) held at Town of Union or Town of Chenango.
 - b. Annual MS4 program reporting completed and submitted to the NYSDEC.
 - c. Updates to the MS4 Stormwater Management Program (SWMP) plan.
2. Illicit Discharge program outfall monitoring and sampling.
3. Preliminary Reports – New Utilities (Map, Plan, and Report including estimates)
 - a. Proposed new water districts.
 - b. Proposed water storage tanks.
 - c. Proposed new sanitary sewer districts.
 - d. Proposed major storm drainage projects requiring bidding
4. SEQR Review Meetings
 - a. Meeting attendance.
 - b. Detailed SEQR application review (detailed full EAF, scoping, DEIS, EIS, etc).

- c. Preparation of Environmental Assessment Forms for Town projects.
- 5. Special Planning Board Meeting attendance (project review and comment letter is under general scope)
- 6. Comprehensive Plan meetings separate from regular Planning Board meetings.
- 7. Major project site plan reviews which have had 'review fees' established (ex. MS4 SWPPP review, etc.).
- 8. Mapping and sketches, short EAFs for grant applications.
- 9. Draft sketches and descriptions for easements.
- 10. Major subdivision reviews to include Planning Board Review, Construction Inspections, approval and acceptance letters, SEQR reviews, MS4 SWPPP reviews, etc., when "review fees" have been established.
- 11. Code compliance reviews: building/parcel inspection for unsafe/condemnation conditions and letter report.
- 12. Legal Issues/Legal Case professional support.
- 13. Other items for reimbursement established between the Town and URDA for review of capital work projects designed by other consultants or engineers, special projects, i.e. preliminary designs, SPDES, preliminary applications, audit and control reports, and similar type development work.
- 14. Completion of detailed project plans, specifications, bidding documents, and bidding assistance for Town projects in which the estimated project dollar value dictates that the project requires competitive bidding in accordance with the Municipal Law of the State of New York.
- 15. Flood grant paperwork, project estimating and sketches, filings, coordination, and meeting attendance, including NY Rising program support.
- 16. Travel and expenses (mileage for Part 1.E listed items, printing, postage, contracted services, etc.).
- 17. New district mapping/descriptions (zoning, water, sewer, light, etc.)

PART 2 – TOWN RESPONSIBILITIES

A. Provided by the Town

It is requested that the Town continue to provide and regularly update several documents for URDA to assist with Engineer for the Town duties.

- 1. Municipal Code for the Town of Chenango (electronically)
- 2. Chapter 73 – Zoning (electronically)
- 3. Town's Comprehensive Plan
- 4. NY State supplements (hard copy) to the 2021 New York State Building Code (as adopted by New York State and any updates).

Also, as noted in the request for proposals, Professional Liability Insurance for Town project work will be covered by the Town.

COMPENSATION

URDA anticipates completion of the Scope of Services for the following fees.

<u>Scope Item</u>	<u>Fee</u>
Part 1 –ENGINEERING SERVICES	
A. General Services	
B. Planning Board and Zoning Board of Appeals	
C. Town Board	
D. Town Mapping	
PART 1, A, B, C, and D	Fixed Fee plus reimbursable expenses \$36,300.00
E. Reimbursable Services – At hourly rates and expense rates listed below unless otherwise negotiated.	

Additional engineering services not set forth within the Scope of Services of this agreement are excluded from URDA's services. However, they may be requested and this agreement amended by written request from the Town, accepted and signed by both the Town and URDA.

Additional engineering services are typically compensated at the rates specified below unless negotiated otherwise:

Professional Engineer:	\$130.00/hour
Project Designer:	\$85.00/hour
Survey Technician* (Field Rate)	\$140.00/hour (field topo at state wage rate)
Survey Technician* (Office)	\$85.00/hour (office rate)
Administrative Assistant	\$60.00/hour
*Non-PLS support	

REIMBURSABLE EXPENSES

In addition to the fees quoted above, normal and customary expenses will be billed to the Town at the actual cost, or as designated below. Reimbursable expenses include, but are not limited to, all printing and reproduction, regular and express mail packaging and postage, and mileage.

Specific Expense Rates:

Mileage:	\$0.65 per mile.
In-house Printing:	\$0.20 per 8.5x11 sheet; \$2.50 per 22x34 sheet
Outside services/expenses*:	Cost +10%
*(examples: USPS postage, Dataflow printing, shipping/mailing costs, report binders)	

Association of Towns NYC Training: Town will provide half of the projected costs of attendance. Costs for professional credits received will be at the sole expense of Engineer.

INSURANCE and INDEMNIFICATION: URDA shall maintain the following insurance for the duration of the Agreement and, on all policies other than professional liability, name Town as an additional insured on a primary, non-contributory basis. URDA shall provide to the Town certificates of insurance evidencing compliance with the insurance requirements below. During the term of this Agreement and for a period of three (3) years thereafter, Engineer agrees to maintain and provide evidence of continuous professional liability insurance coverage in the amounts stated below:

- a. General Liability: \$1M each occurrence and \$2M aggregate
- b. Automobile Liability: \$1M
- c. Workers' Compensation: Statutory, not less than \$1M
- d. Professional Liability: \$1M per claim and \$2M aggregate

The Town and URDA agree to indemnify, defend, and hold the other harmless, and their respective officers, employees, agents and representatives from and against liability for all claims, losses, damages and expenses, including reasonable attorney's fees, to the extent such claims, losses, damages or expenses, are caused by the indemnifying party's negligent acts. In the prosecution of any successful lawsuit by the Town or URDA for the enforcement of this indemnification provision, the losing party agrees to pay the winning party's reasonable attorney's fees and any costs of the suit incurred therein. Each party shall ensure that all of their respective consultants, contractors, and subcontractors provide the other party with the same indemnification.

RELATIONSHIP: The relationship between URDA and the Town is that of an independent contractor. Accordingly, URDA must conduct itself in conformance with the independent contractor relationship, and may not hold itself out or claim to be an officer or employee of the

Town. URDA must secure its own insurance, retirement membership or credits, where applicable. URDA shall assume all obligations and duties of an independent contractor.

SCHEDULE OF PAYMENT

The Town will be billed monthly. The amount will be based on the fixed fee amount of \$36,300 spread evenly over twelve (12) months (\$3,025.00/month), plus reimbursable expenses and services. Invoices are due upon receipt and are considered past due thirty (30) calendar days after the postmarked date.

Past due accounts will result in stoppage of work until the account is made current. Project documents may be withheld or withdrawn if there is a past due balance. Amounts past due thirty (30) calendar days after the postmarked date of invoice shall bear interest at 1.5 percent per month. The Town shall pay URDA for all expenses, including reasonable attorney's fees, incurred in collecting any past due payments and interest thereon.

LIMIT OF LIABILITY: URDA's liability for claims arising from this agreement related to the negligent acts of URDA shall be limited to the limits set forth in the INSURANCE and INDEMNIFICATION section

WAIVER: The Town and URDA mutually agree to waive all claims of consequential damages arising from disputes, claims, or other matters relating to this agreement.

GOVERNING LAW; JURISDICTION; VENUE: This Agreement, including without limitation, any disputes arising out of or relating to this Agreement, shall be governed by the laws of the State of New York, without regard to its conflict of law provisions. Engineer and Town hereby submit to the exclusive jurisdiction of the state and federal courts located in the County of Broome, State of New York with respect to any legal proceedings arising out of this Agreement.

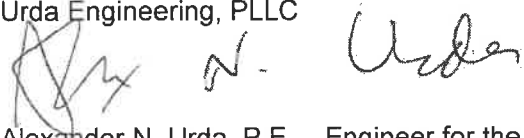
SEVERABILITY: If any provision of this Agreement is ruled invalid in an arbitral or judicial proceeding, such finding shall not affect the validity of any other provision or this Agreement as a whole, which shall remain in full force and effect.

This proposal represents the entire understanding between the Town and URDA with respect to this contract for engineering services and may only be modified in writing signed by both parties.

I trust that I have accurately responded to your request. Please feel free to contact me if you have any questions or concerns. This proposal will become contractual by signing in the Town signature area. Please have the Town Clerk forward to my office a copy of this document signed, and a copy of the resolution accepting this agreement.

I appreciate the opportunity to continue to provide my services to the Town of Chenango as Engineer for the Town. Thank you for considering Urda Engineering, PLLC.

Sincerely,
Urda Engineering, PLLC



Alexander N. Urda, P.E. – Engineer for the Town
Owner/Professional Engineer

TOWN SIGNATURE/ACCEPTED BY:

(Signature)

Jo Anne Klenovic, Supervisor
(Printed Name, Title) (Date)

cc: Town Board
Town Clerk

RESOLUTION NO. _____ #

RESOLUTION AUTHORIZING THE HIGHWAY SUPERINTENDENT TO PURCHASE OR RENT EQUIPMENT

At a regular meeting of the Town Board of the Town of Chenango, held on the 4th day of January, 2023, the following resolution was offered and seconded:

SECTION 1. **WHEREAS**, from time to time in cases of emergency and occasions when additional equipment is required, and the Highway Superintendent finds it necessary to purchase or rent equipment, and

WHEREAS, this Board desires to authorize the Highway Superintendent to purchase or rent when needed, now therefore, it is hereby

SECTION 2. **RESOLVED**, that the Highway Superintendent is hereby authorized to purchase or rent equipment, in cases of emergency and when projects require, and, it is further

SECTION 3. **RESOLVED**, this resolution shall take effect January 1, 2023.

Offered by:

Seconded by:

CERTIFICATION

I, Lizanne Tiesi-Korinek, do hereby certify that I am the Town Clerk of the Town of Chenango and that the foregoing constitutes a true, correct and complete copy of a resolution duly adopted by the Town Board of the Town of Chenango at a meeting thereof held at Town Hall, 1529 NY RT 12, Binghamton, NY on this 4th day of January, 2023. Said resolution was adopted by the following roll call vote:

- Supervisor Jo Anne Klenovic _____
- Councilperson Gene Hulbert Jr. _____
- Councilperson Kevin Worden _____
- Councilperson Jim DiMascio _____
- Councilperson Dave Johnson _____

Town of Chenango Seal

Dated: January 4, 2023

 Lizanne Tiesi-Korinek
 Town Clerk of the Town of Chenango

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING EXPENDITURES BY
THE HIGHWAY SUPERINTENDENT WITHOUT PRIOR APPROVAL**

At a regular meeting of the Town Board of the Town of Chenango, held on the 4th day of January, 2023, the following resolution was offered and seconded:

SECTION 1. WHEREAS, Section 142 (1) (a) of the Highway Law authorizes the Town Board to adopt a resolution permitting the Highway Superintendent to purchase equipment, tools, and implements without prior approval of the Town Board in an amount to be fixed by it, from time to time; now, therefore, it is hereby

SECTION 2. RESOLVED, that the Highway Superintendent is hereby authorized to spend for equipment tools and implements, a total of \$10,000 in the year 2023 without prior approval of this Board and, it is further

SECTION 3. RESOLVED, that this Resolution shall take effect January 4, 2023.

Offered by:

Seconded by:

CERTIFICATION

I, Lizanne Tiesi-Korinek, do hereby certify that I am the Town Clerk of the Town of Chenango and that the foregoing constitutes a true, correct and complete copy of a resolution duly adopted by the Town Board of the Town of Chenango at a meeting thereof held at Town Hall, 1529 NY RT 12, Binghamton, NY on this 4th day of January 2023. Said resolution was adopted by the following roll call vote:

Supervisor Jo Anne Klenovic _____
Councilperson Gene Hulbert Jr. _____
Councilperson Kevin Worden _____
Councilperson Jim DiMascio _____
Councilperson Dave Johnson _____

Town of Chenango Seal

Dated: January 4, 2023

Lizanne Tiesi-Korinek
Town Clerk of the Town of Chenango

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING HIGHWAY LAW § 284
AGREEMENT TO SPEND TOWN HIGHWAY FUNDS**

At a regular meeting of the Town Board of the Town of Chenango, held on the 4^h day of January, 2023, the following resolution was offered and seconded:

SECTION 1. WHEREAS, the Town Board and the Superintendent of Highways are required by Highway Law § 284 to enter into a written agreement stating the general manner in which the Highway Fund appropriations for repairs and improvements are to be expended; and

WHEREAS, in conjunction with the estimate submitted by the Highway Superintendent, the Highway Superintendent has submitted a proposed Highway Law § 284 Agreement to spend Town Highway Funds; and

WHEREAS, the Highway Superintendent has prepared an Agreement to spend Town Highway Funds for the fiscal year commencing January 1, 2023, for general repairs and primary work, and permanent improvements subject to limitations set by NYS Capital Highway Improvement Program (CHIPS) funding; now, therefore, it is

SECTION 2. RESOLVED, that the Town Board hereby approves said Agreement and authorizes the Supervisor to execute same effective January 1, 2023.

Offered by:

Seconded by:

CERTIFICATION

I, Lizanne Tiesi-Korinek, do hereby certify that I am the Town Clerk of the Town of Chenango and that the foregoing constitutes a true, correct and complete copy of a resolution duly adopted by the Town Board of the Town of Chenango at a meeting thereof held at Town Hall, 1529 NY RT 12, Binghamton, NY on this 4^h day of January 2023. Said resolution was adopted by the following roll call vote:

Supervisor Jo Anne Klenovic _____
Councilperson Gene Hulbert Jr. _____
Councilperson Kevin Worden _____
Councilperson Jim DiMascio _____
Councilperson Dave Johnson _____

Town of Chenango Seal

Dated: January 4, 2023

Lizanne Tiesi-Korinek
Town Clerk of the Town of Chenango

TOWN OF CHENANGO
 PROPOSED 2023 AGREEMENT
 REPAIR AND IMPROVEMENT OF TOWN HIGHWAYS

Road Reconstruction and Repair contingent upon receipt of 2022 CHIPS Funds

Proposed road projects:

Deborah Dr .25 miles	from River Rd to Woodland Dr 3843 sq. yds.	\$25,018.61
Woodland Dr .26 miles	from River Rd to Pine Dr 4352 sq. yds.	\$31,260.77
Pine Dr .10 miles	from Terrace Ave to Matthew Dr 1848 sq. yds.	\$13,274.42
Edwards St .12 miles	Maplewood Dr to Dead End 2710 sq. yds.	\$19,465.54
Mountainview Dr .10 miles	from River Rd to Badger Dr 1291 sq. yds.	\$ 9,273.21
Maple Ave .11 miles	from Matthew Dr to Matthew Dr 1407 sq. yds.	\$10,106.55
Everett Rd .11 miles	from River Rd to Badger Dr 1600 sq. yds.	\$11,492.75
Badger Dr .26 miles	from Mountainview Dr to Wisconsin Dr 3481 sq. yds	\$25,003.90
Total road miles	1.31 miles of asphalt roads @ 1.5" of blacktop @ 2023 estimated prices	

Total Proposed road projects \$144,895.75

Oil and Stone Maintenance/General Repairs

Dimmock Hill Rd	2.90 miles	\$76,340.50
Total Road miles	2.90 miles	

Total Proposed oil & stone projects \$76,340.50

The total of proposed capital improvement projects for the year 2023 is: **\$221,236.25.**

This represents the current 2023 Town of Chenango for Repair and Improvements of Town Highways. The Town of Chenango Highway Superintendent is authorized to proceed with the implementation of this plan but cannot exceed the spending categories outlined above without prior approval by the Town of Chenango Town Board to amend this agreement.

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING EMPLOYMENT OF
COUGHLIN & GERHART, LLP FOR 2023**

At a regular meeting of the Town Board of the Town of Chenango, held on the 4th day of January, 2023, the following resolution was offered and seconded:

WHEREAS, the Town of Chenango has retained the Law Firm, Coughlin & Gerhart, LLP, as the Attorney for the Town pursuant to a retainer agreement dated December 19, 2018 (hereinafter the "Agreement"), and

WHEREAS, the Agreement sets forth the terms of work which will be performed for the benefit of the Town and sets out rates therein, and

WHEREAS, the Law Firm has presented new rates for 2023 as set forth in the attached and incorporated herein Retainer Agreement, and

WHEREAS, Town Board finds it in the best interest of the Town to hire Coughlin & Gerhart, LLP, at the terms set forth in the Agreement.

NOW, THEREFORE, IT IS HEREBY RESOLVED, by the Town Board of the Town of Chenango that the Town Supervisor is hereby authorized to execute the attached Retainer Agreement to continue the Agreement with Coughlin & Gerhart, LLP, at the rates set forth in the attached updated Agreement.

RESOLVED, that this Resolution shall take effect January 1, 2023.

Offered by:

Seconded by:

CERTIFICATION

I, Lizanne Tiesi-Korinek, do hereby certify that I am the Town Clerk of the Town of Chenango and that the foregoing constitutes a true, correct and complete copy of a resolution duly adopted by the Town Board of the Town of Chenango at a meeting thereof held at Town Hall, 1529 NY RT 12, Binghamton, NY on this 4th day of January 2023. Said resolution was adopted by the following roll call vote:

Supervisor Jo Anne Klenovic _____
Councilperson Gene Hulbert Jr. _____
Councilperson Kevin Worden _____
Councilperson Jim DiMascio _____
Councilperson Dave Johnson _____

Town of Chenango Seal

Dated: January 4, 2023

Lizanne Tiesi-Korinek
Town Clerk of the Town of Chenango

RETAINER AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of January, 2023, between the Town of Chenango, a municipal corporation of the State of New York with its offices at Chenango Town Hall, 1529 State Route 12, Binghamton, New York 13901 (hereinafter referred to as "Town"), and Coughlin & Gerhart, L.L.P., a New York limited liability partnership engaged in the practice of law with its offices at 99 Corporate Drive, P.O. Box 2039, Binghamton, New York 13902-2039 (hereinafter referred to as "Law Firm"),

WITNESSETH:

WHEREAS, the Town desires to retain the Law Firm to furnish and perform legal services for the Town, and

WHEREAS, the Law Firm has offered to provide legal services to the Town, and

WHEREAS, the Law Firm has agreed to assign Keegan J. Coughlin, Esq. and Nicholas S. Cortese (hereinafter referred to as "Attorneys") as the lead attorneys to furnish and perform the legal services which are the subject of this agreement,

NOW, THEREFORE, in consideration of the foregoing promises and the mutual covenants hereinafter expressed, it is hereby agreed by and between the parties hereto as follows:

1. Subject to, and in accordance with, the terms, conditions and provisions of this agreement, the Town hereby retains the Law Firm to furnish and perform legal services for the Town; the Law Firm hereby agrees to furnish and perform legal services for the Town; and the Law Firm hereby agrees to assign the Attorneys, along with any other personnel of the Law Firm deemed necessary, to furnish and perform the legal services which are the subject of this agreement.
2. For the fixed payment referred to in paragraph 3 of this agreement, the Attorneys shall furnish and perform the following legal services for the Town:
 - a. Attend work sessions, regular and special meetings of the Town Board (hereinafter "Town Board") of the Town.
 - b. Attend meetings of the Town's Zoning Board of Appeals, Planning Board, Ethics Board, and other boards or committees.
 - c. Prepare all legal notices, contracts to which the Town is a party, local laws, resolutions and policies, and provide legal opinions, advice and other general legal services, research, counseling and advisement as needed.
 - d. Prepare, assist with the preparation and/or review required reporting forms, if any, concerning Federal or State reimbursements.
 - e. Review and assist with competitive bidding documents and bids, with the exception of large capital projects.

- f. Furnish legal advice to Town officers and officials, Town Board members, and Town boards such as the ZBA, Planning Board, and Board of Assessment Review.
 - g. Consult, as may be required, with Town officers and Town employees regarding legal matters involving the Town.
 - h. Review insurance policies, contracts and other documents as requested by the Town Board and Town officials; and furnish legal opinions with regard to their validity and adequacy and/ or the interpretations thereof.
 - i. Prepare and review general release and indemnification agreements.
 - j. Provide advisement concerning matters related to Town highways and public works.
 - k. Provide legal services for other routine matters not specifically enumerated above.
3. For the legal services described in paragraph 2 hereof, for the year 2023 the Law Firm shall be paid the sum of **\$114,000.00**, plus disbursements (e.g., photocopying charges, mileage reimbursement). Said sum shall be payable in twelve equal monthly installments. For purposes of this fixed sum Associate Attorneys are compensated at the hourly rate of **\$200.00**; Partners at Coughlin & Gerhart are compensated at the hourly rate of **\$225.00**; paralegals are compensated at the hourly rate of **\$170.00**.
4. The Law Firm shall be compensated at the hourly rate of **\$225.00** for the performance by the Attorneys, or other attorneys and an hourly rate of **\$170.00** for the performance of work by paralegals designated by the Law Firm, of the following legal services that do not occur on a regular basis, but for which the Town Board expressly authorizes and requests the Attorney's assistance:
 - a. Furnishing legal services in connection with litigation commenced by, or brought against, the Town in state or federal courts, administrative agencies, or other venues outside of Town Court, including where there is no insurance coverage providing the cost of defense to the Town.
 - b. Oversee and handle the administration of routine code enforcement and dog control matters that are commenced in Town Court.
 - c. Representing the Town in connection with Taylor Law employee discipline matters, grievances, impasse proceedings, mediation sessions, arbitration proceedings, and/ or hearings or proceedings before the New York State Public Employment Relations Board or a court.
 - d. Participating in contract negotiations with any employee groups (e.g., Teamsters Local Union as the representative of the Town Highway Employees), including acting as chief negotiator, if requested by Town Board; furnishing legal advice to, and consulting with, the Town Board with regard thereto; and drafting of contract proposals and the final contract.
 - e. Creating, establishing, and/ or extending any Town water districts, Town sewer districts and/ or other Town special districts now existing or hereafter created in the Town.

- f. Representing the Town in major capital projects, including review of contract documents, bidding documents, and general advice regarding all phases of such projects.
 - g. Drafting bond resolutions, note resolutions and other resolutions relating to the borrowing of funds by the Town for those borrowings for which the Law Firm is qualified to act as bond counsel; drafting of the related bonds, notes and other obligations; preparation of related legal opinions; and drafting of other documents relating to the borrowing of funds by the Town.
 - h. Representing the Town in eminent domain proceedings in which the Town seeks to acquire real estate needed by the Town for Town purposes.
 - i. Reviewing and investigating claims involving substance abuse, sexual harassment, discrimination, or employee misconduct, and assisting with disability claims or disputes.
 - j. Furnishing legal advice and assistance in connection with any and all other matters specifically agreed to by the parties.
 - k. Review and redaction of Freedom of Information Law (FOIL) requests.
5. Payment for legal services provided pursuant to paragraphs 3 and 4 shall be made directly to the Law Firm, and any 1099 forms issued by the Town with respect to such payments shall show the Law Firm as the recipient of the payments. No payments described in paragraph 4 shall be due and owing until the Law Firm has submitted to the Town Board a detailed signed voucher, and such voucher has been audited and approved for payment by the Town Board.
6. It is understood that the Attorneys will be furnishing and providing the legal services described herein on a part-time basis, and the Attorneys will also have a private practice. However, the Attorneys shall give reasonable priority to Town legal matters so that the Town's legal needs are properly and promptly attended to. It is further understood and agreed that the Law Firm may, from time to time when the Attorneys are not available, assign another qualified attorney within the Law Firm to furnish legal advice to the Town, attend meetings of the Town Board, Town ZBA and/or Town Planning Board. In order to take into account vacation time, illness, work load factors and other issues, it is also understood and agreed that the Attorneys may seek assistance, as needed, on various matters from other attorneys in the Law Firm, but will remain generally responsible for overseeing that work.
7. It is understood that the Law Firm is responsible for the compensation insurance, disability insurance and liability insurance of the Attorneys or any other attorneys or personnel assigned to work on legal matters for the Town.
8. This agreement shall be for a term beginning January 1, 2023 and renewing annually thereafter unless either party hereto provides ninety days' notice of termination.
9. In accordance with the provisions of section 109 of the General Municipal Law, the Law Firm is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of 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.

10. The Law Firm is an independent contractor and shall not be deemed to be an officer or employee of the Town for any purpose. It is understood that neither the Attorney nor any of the other attorneys in the Law Firm shall be deemed to be an officer or employee of the Town for any purpose. The Law Firm, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistently with such status. The Law Firm, the partners and employees of the Law Firm and the Attorney will not hold themselves out as, nor claim to be, an officer or employee of the Town by reason hereof, nor make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.
11. 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.
12. This Agreement constitutes the complete agreement and understanding of the parties hereto with respect to the subject matter hereof.
13. This Agreement shall be construed, enforced and interpreted in accordance with the laws of the State of New York.
14. The Supervisor of the Town has executed this Agreement pursuant to a Resolution adopted by the Town Board of the Town at a meeting thereon held on January 4, 2023. The Supervisor of the Town, whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an agreement on behalf of the Town.
15. The original of this agreement, after execution thereof, shall be filed in the office of the Town Clerk of the Town.

IN WITNESS WHEREOF, the Town of Chenango has caused its corporate seal to be affixed hereto and these presents to be signed by Jo Anne Klenovic, its Supervisor, duly authorized to do so, and to be attested to by Lizanne Tiesi-Korinek, its Town Clerk; and Coughlin & Gerhart, L.L.P. (the "Law Firm") has caused these presents to be signed by Keegan J. Coughlin, a Partner thereof.

TOWN OF CHENANGO

By: _____
Jo Anne Klenovic, Supervisor

TOWN SEAL OF THE TOWN OF CHENANGO

Attest: _____
Lizanne Tiesi-Korinek, Town Clerk

COUGHLIN & GERHART, L.L.P.

By: _____
Keegan J. Coughlin, Esq.

RESOLUTION NO. _____

RESOLUTION SETTING 2023 TOWN BOARD MEETING DATES

At a regular meeting of the Town Board of the Town of Chenango, held on the 4th day of January, 2023, the following resolution was offered and seconded:

SECTION 1. **WHEREAS**, this Town Board desires to publicize in advance its regular meetings for the year 2023, and also to set forth the rules of procedure and the order of business to be followed and meetings conducted, now, therefore, it is hereby

SECTION 2. **RESOLVED**, that the below listed dates shall be scheduled as and for the regular meeting dates for the Town Board of the Town of Chenango for the year 2023, and, the same shall commence promptly at 6:00 PM.

January 4th (Wed) – Organizational Meeting Only

January 11 th (Wed)	July 12 th (Wed)
January 25 th (Wed)	July 26 th (Wed)
February 8 th (Wed)	August 9 th (Wed)
February 22 nd (Wed)	August 23 rd (Wed)
March 8 th (Wed)	September 6 th (Wed)
March 22 nd (Wed)	September 20 th (Wed)
April 5 th (Wed)	October 4 th (Wed)
April 19 th (Wed)	October 18 th (Wed)
May 3 rd (Wed)	November 1 st (Wed)
May 17 th (Wed)	November 15 th (Wed) – Budget Hearing
May 31 st (Wed)	November 29 th (Wed) – Budget Vote
June 14 th (Wed)	December 13 th (Wed)
June 28 th (Wed)	December 27 th (Wed)

SECTION 3. **RESOLVED**, that the Order of Business for Regular Meetings shall be as listed herein:

1. Call to Order/Pledge of Allegiance
2. Roll Call
3. Open Forum
 - (a) Guests shall speak in an orderly fashion and are limited to remarks of five (5) timed minutes or less. The speaker shall deliver their comments or concerns regarding the Town of Chenango in a civil tone and without the use of profanity, personal attacks or other disruptive behavior which may result in the offender's removal from the meeting. The speaker shall not be interrupted except in a matter of urgency.

4. Public Hearings

- (a) Members of the Town Board and members of the general public shall be permitted to ask questions of sponsor after recognition by chair. Guests shall speak in an orderly fashion and are limited to remarks of five (5) timed minutes or less. The speaker shall deliver their comments or concerns regarding the Town of Chenango in a civil tone and without the use of profanity, personal attacks or other disruptive behavior which may result in the offender's removal from the meeting. The speaker shall not be interrupted except in a matter of urgency.

5. Presentations

6. Communications

7. Department Reports/Supervisor Report/Town Attorney Report

8. Resolutions

9. Old Business

10. New Business

11. FYI from Town Supervisor

12. Future Board Topics

13. Open Forum

- (a) Guests shall speak in an orderly fashion and are limited to remarks of five (5) timed minutes or less. The speaker shall deliver their comments or concerns regarding the Town of Chenango in a civil tone and without the use of profanity, personal attacks or other disruptive behavior which may result in the offender's removal from the meeting. The speaker shall not be interrupted except in a matter of urgency.

14. Meeting and Public Hearing Reminders

15. Adjournment

SECTION 4. **RESOLVED**, that this Resolution shall take effect January 1, 2023.

Offered by:

Seconded by:

CERTIFICATION

I, Lizanne Tiesi-Korinek, do hereby certify that I am the Town Clerk of the Town of Chenango and that the foregoing constitutes a true, correct and complete copy of a resolution duly adopted by the Town Board of the Town of Chenango at a meeting thereof held at Town Hall, 1529 NY RT 12, Binghamton, NY on this 4th day of January 2023. Said resolution was adopted by the following roll call vote:

Supervisor Jo Anne Klenovic _____
Councilperson Gene Hulbert Jr. _____
Councilperson Kevin Worden _____
Councilperson Jim DiMascio _____
Councilperson Dave Johnson _____

Town of Chenango Seal

Dated: January 4, 2023

Lizanne Tiesi-Korinek
Town Clerk of the Town of Chenango

TOWN OF CHENANGO 2023 TOWN COUNCIL, PLANNING BOARD AND ZBA MEETINGS

January							February							March							April						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
										1	2	3	4														
1	2	3	4	5	6	7	5	6	7	8	9	10	11	5	6	7	8	9	10	11	2	3	4	5	6	7	8
8	9	10	11	12	13	14	12	13	14	15	16	17	18	12	13	14	15	16	17	18	9	10	11	12	13	14	15
15	16	17	18	19	20	21	19	20	21	22	23	24	25	19	20	21	22	23	24	25	16	17	18	19	20	21	22
22	23	24	25	26	27	28	26	27	28					26	27	28	29	30	31		23	24	25	26	27	28	29
29	30	31																			30						

May							June							July							August						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7	4	5	6	7	8	9	10	2	3	4	5	6	7	8	6	7	8	9	10	11	12
7	8	9	10	11	12	13	11	12	13	14	15	16	17	9	10	11	12	13	14	15	13	14	15	16	17	18	19
14	15	16	17	18	19	20	18	19	20	21	22	23	24	16	17	18	19	20	21	22	20	21	22	23	24	25	26
21	22	23	24	25	26	27	25	26	27	28	29	30		23	24	25	26	27	28	29	27	28	29	30	31		
28	29	30	31											30	31												

September							October							November							December						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
3	4	5	6	7	8	9	1	2	3	4	5	6	7	5	6	7	8	9	10	11	3	4	5	6	7	8	9
10	11	12	13	14	15	16	8	9	10	11	12	13	14	12	13	14	15	16	17	18	10	11	12	13	14	15	16
17	18	19	20	21	22	23	15	16	17	18	19	20	21	19	20	21	22	23	24	25	17	18	19	20	21	22	23
24	25	26	27	28	29	30	22	23	24	25	26	27	28	26	27	28	29	30			24	25	26	27	28	29	30
							29	30	31												31						

CALENDAR KEY: Town Board Meeting (*NOTE – Jan. 4th is Organizational Meeting ONLY*) Planning Board Meeting Zoning Board of Appeals Meeting Deadline for Agenda Submissions Holiday – Town Offices Closed Grievance Day

TOWN OF CHENANGO 2023 TOWN COUNCIL, PLANNING BOARD AND ZBA MEETINGS

TOWN BOARD FORMAL SESSION (Every other Wednesday @ 5:00pm)	ABSTRACT SCHEDULE	PLANNING BOARD (2 nd Monday @ 7:00 PM)	ZONING BOARD OF APPEALS (4 th Tuesday @ 7:00 PM)
January 4 th , 11 th & 25 th	January 11 th & 25 th	January 9 th	January 24 th
February 8 th & 22 nd	February 8 th & 22 nd	February 13 th	February 28 th
March 8 th & 22 nd	March 8 th & 22 nd	March 13 th	March 28 th
April 5 th & 19 th	April 5 th & 19 th	April 10 th	April 25 th
May 3 rd , 17 th , 31 st	May 3 rd , 17 th , 31 st	May 8 th	May 23 rd – Grievance Day May 24 th
June 14 th & 29 th	June 14 th & 29 th	June 12 th	June 27 th
July 12 th & 26 th	July 12 th & 26 th	July 10 th	July 25 th
August 9 th & 23 rd	August 9 th & 23 rd	August 14 th	August 22 nd
September 6 th & 20 th	September 6 th & 20 th	September 11 th	September 26 th
October 4 th & 18 th	October 4 th & 18 th	* TUESDAY * October 10 th	October 24 th
November 1 st , 15 th , 29 th	November 1 st , 15 th , 29 th	November 13 th	November 28 th
December 13 th & 27 th	December 13 th & 27 th	December 11 th	December TBA

*All dates are subject to change

January 4th is Organizational Meeting ONLY

*Please note changes to the normal schedule in BOLD

2023 BOARD MEMBERS

Town Council

Jo Anne Klenovic – Supervisor
Jim DiMascio – Deputy Supervisor
Gene Hulbert
Dave Johnson
Kevin Worden

Planning Board (A8025.100)

(A8010.100)

Brian Donnelly – Chairperson
Melanie Pandich
Jamie Szenher
Thomas Eldridge
Michael Boland - Alternate

Zoning Board of Appeals

James Brewster – Chairperson
Aleta Kinne – Vice Chairperson
Edward Miller
Scott Smith
Jon White
Dan Wolters - Alternate

Board of Assessment Review (A1355.120)

Peter Matwey
Scott Smith
Vincent Williams

Ethics Board

Gene Hulbert Jr.
Michael Lumsden
Nancy Savory

2023 DEPARTMENT HEAD SCHEDULE FOR TOWN BOARD MEETINGS

January							February							March							April						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
										1	2	3	4				1	2	3	4				1	2	3	4
1	2	3	4	5	6	7	5	6	7	8	9	10	11	5	6	7	8	9	10	11	2	3	4	5	6	7	8
8	9	10	11	12	13	14	12	13	14	15	16	17	18	12	13	14	15	16	17	18	9	10	11	12	13	14	15
15	16	17	18	19	20	21	19	20	21	22	23	24	25	19	20	21	22	23	24	25	16	17	18	19	20	21	22
22	23	24	25	26	27	28	26	27	28					26	27	28	29	30	31	23	24	25	26	27	28	29	
29	30	31																			30						

May							June							July							August							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
											1	2	3							1				1	2	3	4	5
1	2	3	4	5	6	7	4	5	6	7	8	9	10	2	3	4	5	6	7	8	6	7	8	9	10	11	12	
7	8	9	10	11	12	13	11	12	13	14	15	16	17	9	10	11	12	13	14	15	13	14	15	16	17	18	19	
14	15	16	17	18	19	20	18	19	20	21	22	23	24	16	17	18	19	20	21	22	20	21	22	23	24	25	26	
21	22	23	24	25	26	27	25	26	27	28	29	30	23	24	25	26	27	28	29	27	28	29	30	31				
28	29	30	31											30	31													

September							October							November							December						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
																	1	2	3	4							
3	4	5	6	7	8	9	8	9	10	11	12	13	14	5	6	7	8	9	10	11	3	4	5	6	7	8	9
10	11	12	13	14	15	16	15	16	17	18	19	20	21	12	13	14	15	16	17	18	10	11	12	13	14	15	16
17	18	19	20	21	22	23	22	23	24	25	26	27	28	19	20	21	22	23	24	25	17	18	19	20	21	22	23
24	25	26	27	28	29	30	29	30	31					26	27	28	29	30	24	25	26	27	28	29	30		
																					31						

Department Attending:

Engineer / DPW / Assessor

Engineer / Highway / Ordinance / Dog Control

RESOLUTION NO. _____

RESOLUTION ADOPTING TOWN OF CHENANGO PROCUREMENT POLICY

At a regular meeting of the Town Board of the Town of Chenango, held on the 4th day of January, 2023, the following resolution was offered and seconded:

WHEREAS, this Board reviewed its existing Procurement Policy and determined that no updates or amendments were necessary; and

WHEREAS, a detailed review has been completed and the existing Procurement Policy will remain the same; now, therefore, it is hereby

RESOLVED, that the attached and incorporated herein is the current Procurement Policy; and

RESOLVED, that this Procurement Policy is adopted effective January 4, 2023.

Offered by:

Seconded by:

CERTIFICATION

I, Lizanne Tiesi-Korinek, do hereby certify that I am the Town Clerk of the Town of Chenango and that the foregoing constitutes a true, correct and complete copy of a resolution duly adopted by the Town Board of the Town of Chenango at a meeting thereof held at Town Hall, 1529 NY RT 12, Binghamton, NY on this 4th day of January, 2023. Said resolution was adopted by the following roll call vote:

Supervisor Jo Anne Klenovic _____

Councilperson Gene Hulbert Jr. _____

Councilperson Kevin Worden _____

Councilperson Jim DiMascio _____

Councilperson Dave Johnson _____

Town of Chenango Seal

Dated: January 4, 2023

Lizanne Tiesi-Korinek
Town Clerk of the Town of Chenango

TOWN OF CHENANGO PROCUREMENT POLICY

(Adopted 2018, Amended 2020)

Procurement Policy and Procedures

This resolution sets forth the policy and procedures of the Town of Chenango to meet the requirements of General Municipal Law, section 104-b.

Purpose

Goods and services that are not required by law to be procured pursuant to competitive bidding must be procured in a manner as to assure the prudent and economical use of public moneys in the best interest of the taxpayers; to facilitate the acquisition of goods and services of maximum quality at the lowest possible cost under the circumstances; and to guard against favoritism, improvidence, extravagance, fraud, and corruption.

To further this objective, the Town of Chenango is adopting an internal policy and procedures governing all procurements of goods and services which are not required to be made pursuant to the competitive bidding requirements of General Municipal Law, section 103 or of any other general, special, or local law. Purchase contracts (including contracts for service work, but excluding any purchase contracts necessary for the completion of a public works contract pursuant to Labor Law, Article 8) awards may be awarded on the basis of best value, as defined in State Finance Law, section 163, to a responsive and responsible bidder.

“Best Value” means the basis for awarding contracts for services to the Town of Chenango which optimizes quality, cost and efficiency, among responsive and responsible offerers. Such basis shall reflect, wherever possible, objective and quantifiable analysis. Such basis may also identify a quantitative factor for offers that are from small businesses, or certified minority, or women-owned business enterprises as defined in Executive Law, section 310, subdivisions 1, 7, 15 and 20 to be used in evaluation of offerers for awarding of contracts for services.

Procedures for Determining Whether Procurements are Subject to Bidding

The procedures for determining whether a procurement of goods or services is subject to competitive bidding and documenting the basis for any determination that competitive bidding is not required by law is as follows:

Procedure:

- A. The official responsible for making the particular procurement will make the initial determination of whether the competitive bid is required. It shall be determined whether the procurement is a contract for public work or a purchase contract.
- B. It shall be ascertained whether the proposed procurement is exempt from competitive bidding for one of the following reasons:
 - a. The cost falls below monetary thresholds as set forth in General Municipal Law, section 103;
 - b. It is a public emergency as defined by the statutory criteria set forth in General Municipal Law, section 103;
 - c. The contract is for professional services or involves professional skill and knowledge in an area considered to be sensitive by the Town Board;
 - d. The contract is a true lease of equipment;
 - e. The contract is to provide insurance coverage;
 - f. The contract is for goods or services for which there is only one source available at the time the contract is entered into;
 - g. The procurement is made pursuant to General Municipal Law, section 103(3) (through county contracts) or section 104 (through state contracts);
 - h. The procurement is made pursuant to Correction Law, sections 184 and 186 of State Finance Law, from governmental agencies, including correctional facilities;
 - i. The procurement is made from agencies for the blind or severely handicapped;
 - j. The contract is for surplus or second-hand supplies, material or equipment to be purchased from the State of New York, or any other political subdivision or public benefit corporation;
 - k. The contract is for goods and services for which a desired warranty or services contract is available from only one source at the time the contract is entered into;
 - l. The contract falls within some other exemption from the competitive bidding requirement recognized by the laws of the State of New York;
 - m. Under such other and further circumstances determined to be sufficient justification by the Town Board.
- C. In the event there exists uncertainty as to the character or exemption status of a particular procurement, the advice and ruling from the Town Attorney shall be sought.

Statutory Exceptions from Quotations/Proposals Requirements of This Policy and Procedures

Except for procurements made pursuant to General Municipal Law, section 103 (through county contracts) or section 104 (through state contracts), State Finance Law, section 162, Correction Law, sections 184 and 186 (from "preferred sources," including articles manufactured in correction institutions), or the items excepted herein, alternative proposals or quotations for goods and services shall be secured by use of either written requests for proposals, written quotations, verbal quotations, or any other method of procurement that furthers the purposes of the General Municipal Law, section 104-b.

Methods/Procedures to be Used for Non-Bid Procurement

The methods of procurement to be used are as follows:

Procedure:

- A. In the event a procurement is determined to be exempt from competitive bidding and its cost exceeds \$5,000, the following procedure shall be followed:
 - a. At least two (2) proposals or quotations for goods or services shall be secured by use of written requests for proposals or written quotations any and all responses to such proposals shall be filed in the Town Clerk's office.
 - b. Upon award of a contract, the following information shall be documented and maintained by the department head: (1) the date of procurement, (2) the goods or services procured and the cost thereof, (3) the basis for the determination that the procurement is exempt from competitive bidding, (4) and all alternative quotations or proposals secured together with the name of the source of each quotation or proposal.
 - c. In the event a contract is awarded to one other than the lowest dollar offer, it shall be noted as to the justification and reasons such an award furthers the purposes of the Town's bidding policy.
 - d. Each department head shall maintain records for all purchases made whether exempt or subject to competitive bidding and file the same with the Town Clerk and the same shall be opened to inspection upon demand by any member of the Town Board.
- B. The procedures set forth in this section need not be followed when the procurement is:
 - a. For less than \$5,000; or
 - b. For a standard replacement part; or
 - c. For standardized equipment, materials, or supplies for which the contract has been awarded to a particular vendor by the Town Board after

advertisement for sealed bids pursuant to General Municipal Law, section 103; or

- d. Made pursuant to any one of the following:
 - i. General Municipal Law, section 103 or section 104; or
 - ii. State Finance Law, section 162; or
 - iii. Correction Law, sections 184 and 186; or
 - iv. The policies and procedures adopted by the Town pursuant to General Municipal Law, section 104 and this procurement policy.
- C. A good faith effort shall be made to obtain the required number of proposals or quotations. If the purchaser is unable to obtain the required number of proposals or quotations, the purchaser shall document the attempt made at obtaining the proposals. In no event shall the inability to obtain the proposals or quotes be a bar to the procurement.

Annual Review

The governing Board shall annually review and, when needed, update this policy and these procedures. The Town Board shall be responsible for conducting an annual evaluation of the effectiveness of the procurement policy and procedures and an evaluation of the control procedures established to ensure compliance with the procurement policy.

RESOLUTION NO.

**RESOLUTION APPOINTING TOWN OF CHENANGO OFFICERS
AND EMPLOYEES AND SETTING THE 2023 SALARY SCHEDULE**

At a regular meeting of the Town of Chenango, held on the 4th day of January, 2023, the following resolution was offered and seconded:

SECTION 1. Pursuant to and in accordance with the provisions of Sections 20, 24, 27, 42, 220, 267, and 272 of the Town Law, the following offices are hereby established and appointments are made thereto; and the following salary schedule for all officers, employees, and officials, elected and appointed, is hereby adopted.

<u>Office</u>	<u>Name</u>	<u>Salary</u>
Supervisor	Jo Anne W. Klenovic	\$ 23,982
Councilperson	Kevin Worden	14,487
Councilperson	James H. DiMascio	14,487
Councilperson	Eugene H. Hulbert, Jr.	14,487
Councilperson	Dave Johnson	14,487
Admin Assistant - Towns	Amy B. MacLeod	37,140
Town Clerk	Lizanne M. Tiesi-Korinek	49,504
Deputy Town Clerk	Kathleen A. Rudy	34,607
Town Justice	Michael A. Fedish	27,040
Town Justice	Wendy H. Scott	27,040
Clerk to Justice	Kendra S. Maslin	45,872
Clerk to Justice	Trina Sorochinsky	36,214
Court Clerk – PT	Martha Nuzzela	19.90/Hr
Highway Superintendent	Derin M. Kraack	75,860
Secretary to the Highway Supt.	Joyanne I. Kasmarcik	45,712
Superintendent of Public Works	Gregory A. Burden	75,248
Account Clerk (Water/Sewer)	Meri-K Ritter	37,793
Sr. Clerk (Water/Tn Clerk Office)	Stephanie M. Shuba	33,366
Assessor	John M. Endress	42,689
Data Processing	John M. Endress	3,000
Bldg & Code Inspect/Dept Head	Gavin R. Stiles	54,500
P/T Building & Code Inspector	Rick Fritz	27,500
Assessor/Ordinance Asst.	Diane M. Aurelio	39,947
Sr. Clerk (Ordinance/Assessor)	Kari L. Strabo	33,366
Sr. Account Clerk/Bookkeeper	Julie A. Wyatt	45,481
Dog Control Officer	Joel E. Troutman	17,794
Town Historian	Barbara A. Eccleston	2,477
Cleaner	Tracy B. Croffutt	16,830
Crossing Guard	Brian T. Evans	14.52/Hr

<u>Office</u>	<u>Name</u>	<u>Salary</u>
Planning Board Chairperson	One Chairperson	100.00/Mtg
Planning Board	Four Members/One Alternate	75.00/Mtg
Zoning Board Chairperson	One Chairperson	100.00/Mtg
Zoning Board	Four Members/One Alternate	75.00/Mtg
Assessment Review Board	Four Members	32.75/Hr
Stenographer for Boards	One Stenographer/Board	50.00/Mtg
Mileage Reimbursement	According to IRS Guidelines	

SECTION 2. **RESOLVED**, that all officers, employees and officials appointed herein above shall serve for a term as set forth in Section 24 of the Town Law; and all officers, officials and employees of the Town of Chenango shall be paid on a bi-weekly basis or as required; and it is further

SECTION 3. **RESOLVED**, that the above officers, employees, and/or officials of the Town of Chenango shall be compensated as herein above provided, after the filing official undertakings and oaths of office as required by Section 25 of the Town Law; and it is further

SECTION 4. **RESOLVED**, that this Resolution shall take effect January 1, 2023.

Offered by:

Seconded by:

CERTIFICATION

I, Lizanne Tiesi-Korinek, do hereby certify that I am the Town Clerk of the Town of Chenango and that the foregoing constitutes a true, correct and complete copy of a resolution duly adopted by the Town Board of the Town of Chenango at a meeting thereof held at Town Hall, 1529 NY RT 12, Binghamton, NY on this 4th day of January, 2022. Said resolution was adopted by the following roll call vote:

Supervisor Jo Anne Klenovic _____
 Councilperson Gene Hulbert Jr. _____
 Councilperson Kevin Worden _____
 Councilperson Jim DiMascio _____
 Councilperson Dave Johnson _____

Town of Chenango Seal

Dated: January 4, 2023

 Lizanne Tiesi-Korinek
 Town Clerk of the Town of Chenango

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EMPLOYEES TO ATTEND TRAINING SESSIONS

At a regular meeting of the Town Board of the Town of Chenango, held on the 4th day of January 2023, the following resolution was offered and seconded:

SECTION 1. WHEREAS, this Board desires to establish a uniform procedure for authorizing employees to attend training sessions in 2023 without prior Town Board approval; now therefore, it is hereby

SECTION 2. RESOLVED, that employees are hereby authorized to travel to and attend training sessions at the town's expense providing that attendance at the training session is recommended by the Department Head and the Supervisor of the Town of Chenango, who certify that the subject of the training session is relevant to the employee's position and will enhance the employees on the job performance and it is the expressed intention of the Board that attendance not exceed current budget line items; and it is further

SECTION 3. RESOLVED, that the Department Head will document the completed course work, reimbursement and any accreditation that applies on behalf of that employee.

SECTION 4. RESOLVED, that this Resolution shall take effect January 4th, 2023.

Offered by:

Seconded by:

CERTIFICATION

I, Lizanne Tiesi-Korinek, do hereby certify that I am the Town Clerk of the Town of Chenango and that the foregoing constitutes a true, correct and complete copy of a resolution duly adopted by the Town Board of the Town of Chenango at a meeting thereof held at Town Hall, 1529 NY RT 12, Binghamton, NY on this 4th day of January, 2023. Said resolution was adopted by the following roll call vote:

Supervisor Jo Anne Klenovic _____
Councilperson Gene Hulbert Jr. _____
Councilperson Kevin Worden _____
Councilperson Jim DiMascio _____
Councilperson Dave Johnson _____

Town of Chenango Seal

Dated: January 4, 2023

Lizanne Tiesi-Korinek
Town Clerk of the Town of Chenango

RESOLUTION NO. _____

RESOLUTION ESTABLISHING WORK RULES FOR 2023

At a regular meeting of the Town Board of the Town of Chenango, held on the 4th day of January, 2023, the following resolution was offered and seconded:

SECTION 1. **WHEREAS**, this Board desires to adopt these rules to set forth uniform terms and conditions of employment for employees and elected officials of the Town of Chenango except those covered by Collective Bargaining Agreements; now, therefore, it is hereby

SECTION 2. **RESOLVED**, that the following rules are adopted:

PURPOSE

The purpose of these rules is to ensure equitable treatment of employees and to provide uniformity in the matter of Work Rules and leave insofar as practicable and consistent with the efficient conduct of Town business.

APPLICABILITY

Except as otherwise expressly provided, the rules and fringe benefits provided hereafter shall apply to all eligible Town of Chenango appointed and elected officials and employees.

If any provision of this document is, or shall at any time hereafter, be held contrary to law by a court of competent jurisdiction, then such a provision shall not be applicable, performed, or enforced, except to the extent permitted by law.

If any provision of this document is, or shall at any time thereafter, be contrary to law, all remaining provisions shall continue in effect.

MEDICAL AND DENTAL

Medical and dental benefits will be available to all eligible full-time employees and full-time elected officials who have completed 30 days of employment with the employer. All employees and elected officials hired prior to January 1, 2016, shall pay 15% of the cost of their medical and dental coverage. Employees hired after January 1, 2016; or those requesting coverage they had previously waived shall pay 18% of the cost of their medical and dental coverage.

For eligible employees hired, newly elected after January 1, 2014, or those who had previously waived their right to coverage; should an employee's spouse or family member be

eligible for medical and dental coverage through their own place of employment, the Town will not offer coverage to that spouse or family member. When an employee and spouse have coverage through their respective employers, the eligible dependents shall be covered by the person whose birthday occurs first during the calendar year.

In order to voluntarily waive his/her right to Town paid medical and dental coverage, the employee must (a) document proof of other coverage either by a copy of an insurance identification card or by a written statement from a plan administrator and (b) execute a Waiver of Participation form supplies by the employer.

Should an employee desire coverage in the future; such employee will be required to furnish Evidence of Insurability satisfactory to the Plan Administrator. No coverage will be effective until all required medical information is received and reviewed by the Plan Administrator. Notwithstanding the above, such coverage shall only be available to an employee: (1) during the annual open enrollment period or (2) upon proof of a change in family status as defined in the plan document.

ADDITIONAL BENEFITS

Eligible full-time employees and full-time elected officials, are granted the following benefits:

- A. Coverage under New York Disability Insurance Plan
- B. Employees covered under these rules are entitled to coverage under the Employees Retirement System of the State of New York and are provided with Career Retirement Plan benefits as provided under Section 75E, G. and I of the Retirement and Social Security Law of the State of New York.
- C. Provided with life insurance coverage that provides for the minimum payment of three times the officers, officials, and/or employees annual income, pursuant to Section 60 (b) of the Retirement and Social Security Law of the State of New York.
- D. Medical and Dental coverage shall be offered to all eligible employees and officials of the Town of Chenango and their dependents where such employees retire from employment with the employer and have; with the exception that all part-time elected officials, appointed officials, and employees hired after January 1, 1978 who have no previous full-time service with the Town of Chenango will be entitled to coverage provided herein only if the employee retires under the retirement plan maintained by the employer and has twenty (20) years of service with the Town. The retiree will contribute at the percentage of the premium that they were eligible for at the time of

retirement. All full-time and part-time elected officials and employees who were hired or elected after January 1, 1995, will have individual coverage at the contribution percentage of premium that the employee or official was eligible for at the time of retirement and the retiree will have the privilege of purchasing a family policy which will cost the retiree the difference between the Town providing for the individual coverage cost and the additional family coverage cost. Should the retiree predecease his/her spouse, said spouse may continue to purchase coverage at 100%.

WORK DAY

The standard work day for Town Hall staff shall be seven (7) hours per day with one (1) hour for lunch. The Secretary to the Highway Superintendent will work eight (8) hours per day with one half hour (1/2) for lunch. The standard work day for part-time elected officials shall be six (6) hours per day.

Compensatory time will only be granted under unusual circumstances with prior permission of the Town Supervisor upon recommendation of the Department Head. Employees are generally required to work the normal work schedule as assigned and are expected to spend the hours necessary for the successful completion of their assignments.

EMERGENCY CLOSING

It is the decision of the Town Supervisor to close Town offices (non-essential personnel). In the event that Broome County issues a State of Emergency, Travel Advisory, or Warning, Town offices may still be open, and employees should report to work as usual. If an employee is unable to report to work, the employee must inform their Department Head, and the employee will be required to use personal or vacation time. If the decision to close Town offices is made, the Town Supervisor will notify Department Heads and they will notify their direct reports.

If Broome County issues a Travel Ban, offices will be closed while the ban is in effect. Once the ban is lifted, Town offices will re-open and employees should report to work unless otherwise directed by their Department Head. If an employee is unable to report to work, the employee must inform their Department Head and use personal or vacation time.

If the Town closes for any reason and an employee previously submitted a request to take vacation, sick or personal time, no time will be credited back.

SALARIES

Payment is made by direct deposit or check issued to each employee every other Wednesday. When Wednesday is a holiday, payment will be made on the working day immediately before.

SICK LEAVE

Full-time employees shall be allowed one (1) day of sick leave for each month of service. Employees shall start to earn sick leave from the date of hire and shall accumulate sick leave as long as they are employed by the Town of Chenango to a maximum of 165 days. No credit for sick leave shall be allowed unless the employee shall have been on full pay status for at least 50% of the working days of the calendar month. Sick leave with pay may be granted to an employee covered under these rules when incapacitated or unable to perform the duties of their position by reason of sickness or injury. Sick leave may be used in other instances involving the employee's family; however, such determination shall be left to the discretion of the Town Supervisor or designee.

Employees shall, in accordance with Section 41 (J) of the New York State Employees Retirement System, be permitted to apply all of their accumulated unused sick leave credits to their retirement.

Should any period of absence for personal sickness exceed two (2) consecutive working days, including disability related to pregnancy which will be charged against accumulated sick leave credits, the Town Supervisor or designee may require such proof of illness as may be satisfactory or may require the employee to be examined by a physician. In the event of failure to submit proof of illness upon request, or in the event that upon such proof as is submitted or upon the report of medical examination, the Town Supervisor or designee finds there is no satisfactory evidence of illness sufficient to justify the employee's absence from the performance of his/her duties, such absence shall be considered as unauthorized leave and shall be grounds for disciplinary action and/or dismissal.

Any employee who resigns or retires will not be paid for any unused sick time. Similarly, the estate or beneficiary of a deceased employee will not be paid for any unused sick time. Any employee covered under this policy who is discharged for cause shall not be paid for any unused sick time.

If the Town closes for any reason and an employee previously submitted a request to take vacation, sick, or personal time, no time will be credited back.

BEREAVEMENT LEAVE

In the event of the death of an immediate family member, an employee shall receive up to three (3) days of bereavement leave to make household adjustments, arrangements, or to attend funeral services. Immediate family shall include husband, wife, children, step-children, mother, father, step-mother, step-father, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, son-in-law, or daughter-in-law of the employee or any other relative who is an actual

member of the employee's household. In the event of an additional death in the immediate family, three (3) additional days shall be allowed.

VACATION

All full-time employees shall be entitled to paid vacation based on the following schedule:

- After one year in the NYS Retirement System – ten (10) work days
- After ten years in the NYS Retirement System – fifteen (15) work days
- After fifteen years in the NYS Retirement System – twenty (20) work days

Employees will receive their vacation entitlement on their anniversary date. Vacation time shall be taken in one half (1/2) day increments. A maximum of two (2) weeks of vacation time may be carried over as of the anniversary date of employment.

Vacation time shall be granted only at such time as the work of the department shall permit. Employees will provide a two week notice for more than two days of vacation. Department Heads shall notify the Town Supervisor of their individual vacation requests in advance.

So far as practicable, all earned vacation shall be taken prior to any transfer, but where not able to be taken, the employee shall receive any earned vacation in the department to which transferred.

Money for vacation due an employee who resigns or retires (including vacation earned but not yet received) will be paid to the employee. Similarly, the estate or beneficiary of a deceased employee will be paid for any unused vacation time. Any employee covered under this policy who is discharged for cause shall not be paid for any vacation time.

Vacation time under this policy is not cumulative for any period when the employee is absent without pay.

New full-time employees may, with the approval of the Town Supervisor, be granted up to two weeks leave of absence without pay if they do not qualify for paid time off.

Exceptions to any provision of this policy may be granted only upon the explicit prior authorization of the Town Supervisor.

If the Town closes for any reason and an employee has previously submitted a request to take vacation, sick, or personal time, no time will be credited back.

PERSONAL TIME

All full-time employees will be allowed a total of five (5) personal days each year. Employees shall not be required to provide a reason for personal leave, but shall give at least 24-hour notice, except in an emergency situation. These five (5) personal days must be used in the year granted and shall be taken in increments of at least one (1) hour.

Full-time employees hired after January 1, 2012, shall be entitled to personal day benefits as aforementioned except they will receive a total of three (3) personal days.

Any employee who resigns or retires will not be paid for any unused personal time. Similarly, the estate or beneficiary of a deceased employee will not be paid for any unused personal time. Any employee covered under this policy who is discharged for cause shall not be paid for any unused personal time.

If the Town closes for any reason and an employee previously submitted a request to take vacation, sick, or personal time, no time will be credited back.

LEAVE OF ABSENCE WITHOUT PAY

A leave of absence request must be submitted for any absence over three (3) workdays not covered by paid time off. Any unpaid time for three (3) days or less may be approved by the Department Head or Town Supervisor, whichever is appropriate. All leaves in excess of thirty (30) days or more must be submitted in writing and approved by the Town Supervisor. No benefits shall accrue during a leave of thirty (30) days or more.

All medical leaves, regardless of duration shall be submitted in writing to the Department Head and the Town Supervisor or designee for final approval. Medical documentation must be provided before a medical leave will be approved. Leaves for extended illness shall not commence until all paid leave time is exhausted, except for leaves for Worker's Compensation. Military leaves of absence shall be governed by Military Law.

FINANCIAL ASSISTANCE POLICY FOR CONTINUING EDUCATION

The employee must be full-time and have been employed by the Town of Chenango for at least four (4) years.

The employee will agree to continue employment with the Town of Chenango after finishing courses or acquiring a degree, for two (2) consecutive years. If for some reason the employee does not complete two (2) years of employment, dismissal or voluntarily leaving, he/she will be required to reimburse the Town at a rate of:

First six-month period	100%
Second six-month period	75%
Third six-month period	50 %
Fourth six-month period	25%

Total two (2) years

Only job related courses are acceptable. All courses to be taken will need the approval of the Town Board. The Board has the right to deny any, and all courses.

A minimum grade of "C" is required to continue taking courses under this policy. All grades are to be recorded in employee's personnel file. It will be the employee's responsibility to furnish the Town with their grades. If the employee fails to do so, the Board has the right to discontinue financial assistance.

The Town agrees to pay for:

- A. Student Tuition
- B. Student Fee
- C. Health Fee
- D. Parking Fee

The Town agrees to issue a check for such items on confirmation of registration for the course. Books and miscellaneous needs will be the employee's responsibility.

The Town suggests that the employee apply for any, and all available funding such as grants and scholarships and should also check with the Financial Aid Counselor at the school the employee will be attending.

Employees agree to reimburse the Town if they do not successfully complete courses. The Town has the right to discontinue this policy at any time.

EMPLOYEES ENGAGING IN OTHER TRANSACTIONS AND DUTIES

Department Heads and other management and supervisory personnel, employed on a full-time basis must inform the Town Supervisor of the nature and extent of the outside work, so as to avoid any conflicts of interest.

LEAVE FOR SUBPOENAED APPEARANCES AND JURY ATTENDANCE

Upon proof of the necessity of jury service or the appearance as a witness pursuant to a subpoena or other order of a court or body, an employee shall be granted a leave with pay, with no charge against leave credits; provided, however, that this shall not apply to any absence of an employee occasioned by such appearance if he is a party to the proceedings.

ENTITLEMENT OF PART-TIME EMPLOYEES TO BENEFITS

All part-time employees hired prior to January 1, 2012 shall be entitled to the following benefits:

Vacation hours at one-half the number of hours of vacation credited to full-time employees.

A total of 17.5 hours of personal time each year. Employees shall not be required to provide a reason for personal leave, but must give at least 24 hours' notice, except in an emergency situation. These hours are non-cumulative, can only be used in the year granted, and shall be taken according to the part-time employee's normal work schedule in increments not less than 1/2 hour.

Sick leave at one-half the number of hours of sick leave credited to full-time employees.

Bereavement as aforementioned in the rules and will be paid for the amount of time they would have ordinarily been scheduled.

Holidays as provided in the rules except they will be paid one-half the number of hours provided to full-time employees. The employee shall not be paid for any amount of hours in excess of their normal work schedule.

Part-time employees hired on or after January 1, 2012 shall not be entitled to any of the aforementioned benefits.

ENTITLEMENT OF PART-TIME EMPLOYEES AND PART-TIME ELECTED OFFICIALS TO MEDICAL AND DENTAL INSURANCE BENEFITS

Part-time employees and part-time elected officials requesting medical or dental insurance benefits, who were hired before December 31, 1997, shall pay the cost of insurance at the same rate as full-time employees. Those hired after December 31, 1997, shall pay 50% of the cost of the total amount allocated for medical and dental benefits. Effective January 1, 2017, part-time elected officials will no longer be eligible for any medical or dental insurance benefits.

ADDITIONAL BENEFITS

- A. Coverage under New York Disability Insurance Plan.
- B. Provided with Career Retirement Plan benefits as provided under Section 75E, G. and I of the Retirement and Social Security Law of the State of New York.
- C. Provided with life insurance coverage that provides for a minimum payment of three times the officer's, officials and/or employees annual income; pursuant to Section 60 (b) of the Retirement and Social Security Law of the State of New York.

Seasonal employees or appointed Board members shall not be entitled to any of the benefits described in Resolution of the Work Rules above.

2023 HOLIDAY SCHEDULE

January 2 nd (Monday)	New Year's Day (Observed)
January 16 th (Monday)	Martin Luther King, Jr. Day
February 20 th (Monday)	Presidents' Day
April 7 th (Friday)	Good Friday
May 29 th (Monday)	Memorial Day
June 19 th (Monday)	Juneteenth
July 4 th (Tuesday)	Independence Day
September 4 th (Monday)	Labor Day
October 9 th (Monday)	Columbus Day
November 11 th (Friday)	Veterans Day (Observed)
November 23 rd (Thursday)	Thanksgiving Day
November 24 th (Friday)	Day After Thanksgiving
December 24 th (Monday)	Christmas Eve (Observed)
December 25 th (Tuesday)	Christmas Day (Observed)

SECTION 3. **RESOLVED**, that this Resolution shall take effect January 1, 2023.

CERTIFICATION

I, Lizanne Tiesi-Korinek, do hereby certify that I am the Town Clerk of the Town of Chenango and that the foregoing constitutes a true, correct, and complete copy of a resolution duly adopted by the Town Board of the Town of Chenango at a meeting thereof held at Town Hall, 1529 NY RT 12, Binghamton, NY on this 4th day of January, 2023. Said resolution was adopted by the following roll call vote:

Supervisor Jo Anne Klenovic _____
Councilperson Gene Hulbert Jr. _____
Councilperson Kevin Worden _____
Councilperson Jim DiMascio _____
Councilperson Dave Johnson _____

Town of Chenango Seal

Dated: January 4, 2023

Lizanne Tiesi-Korinek

Town Clerk of the Town of Chenango

PLANNING BOARD
(5 YEAR TERMS – END DECEMBER 31)

MEMBER NAME	TERM	DATE APPOINTED OR REAPPOINTED	TERM EXPIRES	RESOLUTION	NOTES
Melanie Pandich 21 Warner Rd. Binghamton NY 13901 (607) 343-7364	Fulfill Term	6/2/2022	10/14/22	#74 (2022)	Replaced Alan Blythe (Resigned 1/11/22)
Brian Donnelly 263 Dorman Road Binghamton, NY 13905 722-6069 (H) / 343-0630 (C) bdonnelly@co.broome.ny.us	5 Year Vice Chair (2yr Term)	1/1/18	12/31/22	#94 (2017)	Reappointed to 5-year term Vice Chair
Thomas Eldridge 963 Brotzman Road Castle Creek, NY 13744 351-9089 (C)	5 Year	1/19/22	12/31/26	#20 (2022)	Reappointed to 5-year term
Jamie (James) Szenher 22 Clark Avenue Binghamton, NY 13901 760-2344(H)	5 Year	1/1/20	12/31/24	#75 (2019)	Reappointed for 5-year term
Kevin Worden 307 Port Road Binghamton, NY 13901 648-9210 (H) / 725-9710 (C) kworden@stry.tr.com	5 Year	1/1/21	12/31/25	#79 (2020)	Reappointed to 5-year term
Michael Boland (Alt) 145 Smith Hill Road Binghamton, NY 13901 723-2349 (H) / 343-3333 (C) likeisay@gmail.com	5 Year	1/1/19	12/31/23	#94 (2018)	Reappointed to 5-year term

ZONING BOARD OF APPEALS

MEMBER NAME	TERM	DATE APPOINTED OR REAPPOINTED	TERM EXPIRES	RESOLUTION	NOTES
Jon White 699 Glenwood Rd Binghamton NY 13905 727-5844 (C)	5 Year	1/1/22	12/31/26	#19	
James Brewster 268 Mary Drive Binghamton, NY 13901 349-1694 (C)	Fulfill Term		10/13/22	#74	Replaced Ken Waskie (Chair)
Daniel Wolters (ALT) 6 Penn View Dr Binghamton NY 13901 (509) 572-0589	Fulfill Term	6/1/2022	12/31/24	#76	Replaced Webb Sisson (resigned 2/3/22)
Aleta Kinne 891 Castle Creek Rd Castle Creek NY 13744 648-6398 (H) / 624-3265 (C)	5 Year	4/6/19	4/5/24	#28	
Edward Miller 12 Pembroke Dr Binghamton NY 13901 343-9718 (C)	Fulfill Term	6/2/2022	10/13/24	#75	Replaced Melanie Pandich (moved to Planning Board)
Scott Smith 9 Trafford Road Binghamton NY 13901 237-5397 (C)	5 Year	11/25/18	11/24/23	#86	

UPDATED AS OF DECEMBER 14, 2022

<u>EMPLOYEE NAME</u>	<u>TYPE OF TRAINING</u>	<u>DATE</u>	<u>CREDITS</u>	<u>CREDITS STILL NEEDED</u>
Boland, Michael			4	
Brewster, James	NYSERDA Overview of the Model Solar Law Cannabis Planning & Zoning in NYS	5/3/2022 5/12/2022	2.0 hours 1.5 hours	0.5
Donnelly, Brian			4	
Eldridge, Thomas			4	
Kinne, Aleta	Smart Solar Sitting on Farmland in NY NYSERDA Overview of the Model BESS Law Agricultural Exemptions, Structures, & Assessments Ethics Annual Training	3/3/2022 4/5/2022 9/22/2022 10/12/2022	1.5 hours 2.0 hours 1.5 hours	
Marwey, Peter	Board of Assessment Review Training	4/28/2022		
Miller, Ed	Ethics Annual Training	10/12/2022		6
Pandich, Melanie			4	
Smith, Scott	Ethics Annual Training	10/12/2022		4
Szenber, James	Cannabis Planning & Zoning in NYS NYSDOS Affordable Housing NYSERDA Overview of the Model Solar Law NYSDOS Aging In Place Ethics Annual Training	5/12/2022 4/28/2022 5/3/2022 5/5/2022 10/12/2022	1.5 hours 2.0 hours 2.0 hours 1.5 hours	
White, Jon	ZBA Overview NYSERDA Overview of the Model BESS Law Cannabis Planning & Zoning in NYS NYSERDA Overview of the Model Solar Law NYSERDA Clean Energy & Your Comprehensive Plan Agricultural Exemptions, Structures, & Assessments Ethics Annual Training	1/11/2022 4/5/2022 5/13/2022 5/8/2022 6/2/2022 9/22/2022 10/12/2022	2 hours 2 hours 1.5 hours 2.0 hours 2.0 hours 1.5 hours	
Williams, Vincent	Board of Assessment Review Training	5/16/2022		
Wolters, Dan			6	
Worden, Kevin	Agricultural Exemptions, Structures, & Assessments Ethics Annual Training	9/22/2022 10/12/2022	1.5 hours	2.5

Town Board Initiatives

2023 Priorities

Purpose: Prioritize topics for future agendas optimizing Board time and availability.

Process: Using the open topics list as a reference, please indicate your top three (minimum) choices for priority scheduling. If you choose to add a topic that is not currently on the list, please provide a brief description of the new item for the Board's consideration.

Submit: Please forward your response to Amy MacLeod by Friday December 30, 2022 for tabulation and inclusion in the January 11, 2023 agenda.

UPDATED AS OF DECEMBER 16, 2022		12.21.22	1.11.23
PROJECT / DISCUSSION	POTENTIAL AGENDA DATE	1.4.23	1.25.23
Broome County Projects			
*North Otsinengo Dog Park	Spring 2023		
*Northgate Plaza	TBD		
Building & Fire Safety			
*Records Retention	TBD		
Business/Supervisor/Bookkeeper			
*CF Fire Co - replacement contract/Budget increase	12/21/2022		Need Contract from Keegan
a.) Public Hearing for 2023 Budget Increase	1/4/2023		6:00pm
b.) Resolution for CF Fire Co. Budget	1/4/2023		
Castle Creek U.S.P.O.			
a.) Resolution for Ground Lease	TBD		Authorize use of property
Charter Communications Franchise			
*Public Hearing for Charter/Spectrum Contract	12/21/2022		6:00pm
Dept. Head Evaluation Form	12/21/2022		
DPW - Greg Burden			
*Drinking Water Study - Applewood / Maplewood	TBD		
*Wolfe Park Project - \$75,000 Grant Awarded to TOCI			
*Parking Lot Lights	TBD		
*Purchase Generators for WWTP	TBD		
*I-81N Exit 6 Front Street Water Main Replacement	TBD		
*Proposed Local Law Regarding Water Meter Fees	12/21/2022		
a.) Public Hearing for LL Water Meter Fees	1/11/2023		6:00pm

* Acquisition of 15 Woodland Rd.	12/21/2022	
Ethics Code Policy Update	12/21/2022	
a.) Resolution to Approve Ethics Code/Policy	1/25/2023	
Flood Mitigation		
*HMPG Grant	Submitted 5/31/22	
*Smith Hill Drainage Project 2023	TBD	
*Frederick Rd Study	TBD	
*Wallace Rd Study	TBD	
Highway Dept.		
*Resolution to Purchase DPW Crane	TBD	
* Request to Abandon portion of Mill Rd.	1/11/2023	Keegan sending back-up info
Historian for Town		
*Town Museum Updates / Activities	TBD	Written Report Only
Ordinance Dept.		
*Zoning - CB Properties - Local Law 6-2022	TBD	
a.) Urda Engineering Zoning Map	1/11/2023	
b.) Nadine Bell	TBD	
c.) Resolution to Approve LL 6-2022	TBD	
d.) Hidden Hollow Campground	TBD	
*3rd Party Inspections	TBD	
*Zoning for Self-Storage Facilities	TBD	
*Premises Identification Program	TBD	
*Solar Farms - Review Legislation	TBD	
*Ordinance Software	12/21/2022	Gavin will provide update
Safety Committee		
*Building Security	TBD	

a.) Broome County Security Review	TBD	
*Evacuation Plan	TBD	
*ADA Accessibility	TBD	
Staff		
*AOT Conference Training		
a.) Bus Trip Confirmation	Deadline 1/11/2023	
*Comp Time Policy	Jan. 2023	
*Highway Dept. Staff Vacancies	TBD	
a.) Heavy Equipment Mechanic / Shop Supervisor	TBD	
b.) Resolution for Auto Mechanic Helper Position (Union)	TBD	Negotiate w/ Union
Technology		
*Computer Training w/ Agenda Software	TBD	
*Issue laptops to Board members	12/21/2022	
*Improved Audio Technology in Community Room	1/11/2023	
Town Board Functionality		
*AOT Rules of Order	12/21/2022	
*Complaint Policy/Procedure	12/21/2022	
*Town Board Procedure Manual	TBD	
Town Clerk Reporting Procedures		
*Resolutions vs. Motions	TBD	
Town of Chenango Safety Manual		
*New Committee Members	TBD	
Town of Chenango Vehicles		
*GPS in vehicles	TBD	J. DiMascio
WWTP Project		
*WQIP Grant Application	Submitted 7/29/22	Results Due 12/21/22

*Benefit Assessment Model Discussion	Jan. 2023	Wyatt, Endress, Burden
*EDU's Model Discussion	Jan. 2023	
*Engineer - Peer Review Update	TBD	
*Trophy Point	TBD	
*Projected Timeline	TBD	
*Project Modifications - B & L Amendment Discussion	TBD	
a.) Resolution for B&L Final Amendment	TBD	
*Construction Schedule Discussion	TBD	