



Town of Chenango

Town Board Agenda

Wednesday, March 8, 2023 - 5:00 PM

Town Office Building

Public Hearings to Start at 6:00pm (Details of Public Hearing)

	Page
1. CALL TO ORDER / PLEDGE OF ALLEGIANCE	
2. ROLL CALL	
3. COMMUNICATIONS	
4. OPEN FORUM	
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 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. OLD BUSINESS	
5.1. WWTP Project	3
<ul style="list-style-type: none">• Bond Preparation• Construction Bids	
Bond Figures	
5.2. Wendel Contract for Peer Review	4 - 10
Chenango LTR Proposal and Contract TCs for Prof Svcs excl SDC	
5.3. Composting Permit Update	
5.4. DPW Account Clerk Vacancy	11 - 13
Account Clerk	
Account Clerk Job Specs	
6. NEW BUSINESS	
6.1. DPW Senior Clerk	14 - 16
Sr. Clerk recommendation	
Senior Clerk	
6.2. Barton & Loguidice Revised Amendment No. 3	17 - 23
Suggested Steps to Proceed & Revised Amend. No. 3 022223 (ID 2834080)	
7. PUBLIC HEARINGS - 6:00PM	
7.1. Solar Farms Moratorium	24 - 28
Solar Moratorium	
8. DEPARTMENT REPORTS / SUPERVISOR REPORT / ATTORNEY REPORT	
8.1. Town Assessor Report	29

[Report 2023-03-02](#)

- 8.2. Public Works Report 30 - 45
[FEBRUARY 2023](#)
[Hider Park plan view with rubber](#)
[Hider park rubber surface](#)
[Hider Park Playground, Rubber Surfacing Quote PHASE 1](#)
[Hider Park Playground, Rubber Surfacing Quote PHASE 2](#)
[12a well rfp](#)
[well rfp](#)
[ventrac upgrade](#)
[Ventrac-Town of Chenango \(4520Z\)](#)

- 8.3. Town Engineer Report 46 - 47
[001-MEMO-engineering WS 2023 03 08](#)

8.4. Town Attorney Report

8.5. Town Supervisor Report

9. RESOLUTIONS

- 9.1. Resolution to Approve Abstract #4 48 - 58
[Abstract 4](#)

- 9.2. Intro to Local Law Resolution - Solar Farms Moratorium 59 - 66
[Resolution Adopting Solar Moratorium Law](#)
[Solar Moratorium](#)
[Solar Moratorium 239](#)

- 9.3. Resolution to Approve Building Permit Fees 67
[Renewal Fee Reso](#)

- 9.4. Resolution to Approve Salary Range for Senior Clerk 68 - 69
[Senior Clerk Reso](#)

- 9.5. Resolution to Approve EFC Search for Lower Rates 70 - 71
[EFC Resolution](#)

10. FUTURE BOARD TOPICS

- 10.1. [Town Board Projects](#) 72 - 74

11. OPEN FORUM

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 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.

12. ADJOURNMENT

PROJECT BUDGET SUMMARY
TOWN OF CHENANGO WASTEWATER PROJECTS

A. URDA
3/2/2023

Cost Type	Cost Description	Contractor Name	Contract Amount	Basis
Construction	Contract 1	TBD	\$ 27,235,809.00	Trophy Point 2023 Estimate plus allowances
	Contract 2	TBD	\$ 10,317,224.00	Trophy Point 2023 Estimate plus allowances
Engineering	Base Contract	Barton & Loguidice D.P.C.	\$ 2,750,000.00	Contract
	Amendment 1	Barton & Loguidice D.P.C.	\$ 23,500.00	Contract amendment
	Amendment 2	Barton & Loguidice D.P.C.	\$ -	Contract amendment
	Amendment 3	Barton & Loguidice D.P.C.	\$ 710,700.00	Pending Contract amendment..added 15% per B&L
Town Engineering	Administrative Consulting	Urda Engineering, PLLC	\$ 47,000.00	Per Urda (June 1, 2022 EFC correspondence)
Bond Counsel	Bond Counsel	Hawkins, Delafield & Wood, LLP	\$ 45,000.00	Needs Review for possible updates
Local Counsel	Local Counsel	Coughlin & Gerhart, LLP	\$ 65,000.00	Increased from \$55,000 per review with KC
Financial Advisor	Financial Services	Municipal Solutions, Inc.	\$ 40,000.00	Needs Review for possible updates
Estimator	Estimating	Trophy Point	\$ 30,000.00	Contract
Consulting Engineer	3rd Party Technical Review	Wendel	\$ 45,000.00	Pending Contract
	Inflate Costs Monthly at \$250k (~8%) between TP estimate time start date and likely start date (Spring 2024)		\$ 2,250,000.00	9 months +/-
Other	Miscellaneous	TBD	\$ 111,000.00	EFC placeholder is \$20K, B&L had maintained +/--\$111k
	Subtotal:		\$ 43,670,233.00	All items above
	Contingency (~10%)		\$ 4,367,023.00	(Rounded to nearest dollar)
	TOTAL PROJECT AMOUNT FOR BONDING		\$ 48,037,256.00	



February 17, 2023

Town of Chenango
Supervisor Jo Anne Klenovic
Chenango 1529
State Route 12
Binghamton, New York 13901

**SUBJECT: TOWN OF CHENANGO
THIRD PARTY ENGINEERING REVIEW
ENGINEERING PROPOSAL**

Dear Supervisor Klenovic:

As requested by the Town and as a followup to our proposal submitted previously, Wendel is pleased to submit this proposal for professional services related to providing engineering services to the Town of Chenango to provide a third party engineering review of docym. This proposal will set specific scope and fee parameters based on our understanding of the project services required.

A. PROJECT UNDERSTANDING

The Town of Chenango had a preliminary engineering report developed and design services completed for upgrades to their wastewater conveyance and treatment facilities, The recommended project included the following:

1. Upgrade all the Town's submersible stations with suction lift pump stations.
2. Decommission and demolition of the Pennview WWTP to be replaced with a pump station and new forcemain to convey all sewage to the Northgate WWTP.
3. Decommission and demolition of the Chenango Heights WWTP to be replaced with a pump station and new forcemain to convey all sewage to the Northgate WWTP.
4. Retrofitting the Northgate WWTP to meet the anticipated 2025 WLA and the increased loading from the Pennview and Chenango Heights WWTPs closing, The capacity at Northgate is projected to increase from 0.8 to 1.0 MGD.

The Town of Chenango has had design documents completed by their existing design consultant and would like a third-party engineering firm to review those documents. It is also our understanding that the Town of Chenango is interested in any potential to enhance the cost efficiency of the proposed project as well as reduce the capital cost of the proposed improvements through value engineering if the project can continue to provide a system that meets the performance requirements. It is our understanding that original project budgets were around \$24,000,000 but now are projected to exceed \$34,000,000 providing a potential funding gap.

B. SCOPE OF WORK

Wendel proposes the following scope of work relating to 3rd Party Engineering Review for the described project in the project understanding section.

1. Wendel proposes to kick off the project with an onsite working meeting to discuss and validate the needs of the Town of Chenango. Part of the meeting would discuss whether the Town of Chenango has a financial goal of reducing the project cost to within a set budget that is the maximum it can afford. The potential to implement some of the improvements in a phased approach also maybe an option as the Town's existing biological process may be able to handle current loading conditions with some modifications and auxiliary treatment processes.
2. Wendel will perform site work and data collection at the kickoff meeting. After review of the existing documents provided and the compilation of any data collected at the site visit Wendel will submit a request for Information for any other information required to complete the analysis.
3. Wendel will verify that the basis of design for the existing systems is correct and will evaluate proposed basis of design relative to the loading processes to the various system components. As this project is currently projected to be greater than \$30M, a detailed validation of key project assumptions and conclusions from available data is critical.
4. As part of third-party review Wendel proposes to perform preliminary engineering, to investigate some of the concepts stated in the key points sections such as modifying the current SBRs to extended aeration for nutrient removal as well as the addition of tertiary filtration as an option instead of MBRs.
5. Wendel will review the electrical, mechanical, architectural, and energy efficiency components of the design.
6. Wendel will perform a code review as part of our third-party review.
7. Wendel will also complete an operability review of the design with our licensed operator on staff.
8. As part of the deliverable, Wendel will identify any energy and chemical savings that may be obtained due to modifications or optimization of the design.
9. Wendel proposes to have a 60% workshop with the Town of Chenango to review technical review progress at that time and to obtain comments and agreement on the path of the work to date. Wendel will then work to complete the evaluation and develop the report as requested in the RFP.
10. Wendel will present the final report in a workshop scheduled per the Town of Chenango's direction. Any comments from the final workshop presentation will be collected and used to complete the draft report. After review of the draft report Wendel will address and comments and modify the report. A final report will then be submitted.

11. Wendel will provide a final report as requested. The report will be provided electronically and 10 hard copies will be provided.
12. Wendel will attend one Town board meeting as requested in the RFP.

The following services are excluded from this proposal:

1. Any and all work not specifically included in the above "Scope of Work" is excluded.
2. Hazardous materials sampling and abatement design.

C. ASSUMPTION

1. Wendel personnel will have access to the site, owner's personnel, and information in support of existing condition investigations.
2. Drawings of the existing conditions as well as the documents included for 3rd party review are available electronically and hard copy.

D. PROPOSED SCHEDULE:

Wendel is prepared to start work immediately upon authorization.

E. PROPOSAL FEE:

We trust the above scope of work meets the Town of Chenango's requirements. We are proposing to perform the scope of work presented in this proposal for a lump sum fee. The proposed fee for the project is detailed below.

PROPOSAL FEE	
Task	Proposed Fee
Wendel (Lump Sum)	
Project Kickoff Workshop, Site Visit, 60% Workshop & Report Preparation	\$14,000.00 (LS)
Review of Existing Documentation, Evaluation of Key Project Components and Development of Final Report	\$31,000.00 (LS)
TOTAL	\$45,000.00

F. TERMS:

This proposal and the attached "Appendix A" (Professional Services Terms and Conditions) are intended to represent the entire contractual relationship. Please contact me if you have any questions. If this proposal and attached general conditions are acceptable to you, please indicate your acceptance by signing both originals and return one (1) executed original to our office.

Respectfully Submitted,



Brian M. Sibiga, PE
Principal



Gerald F. Summe, PE,
Executive Vice President

Enc.

Should Wendel's proposal be accepted, Wendel WD Architecture, Engineering, Surveying & Landscape Architecture P.C., a New York State licensed architecture and engineering firm that is part of a consolidated group of Wendel Companies, will contract to undertake the work. Our letterhead and plans will still prominently say "Wendel" and we will refer to ourselves as Wendel throughout the project.

ACCEPTANCE / AUTHORIZATION:

Accepted this _____ day of _____, 20_____

Print Name: _____

Signature: _____

Title: _____

RETURN TO:

Wendel
Attn: Brian Sibiga
375 Essjay Road, Suite 200
Williamsville, NY 14221

PROFESSIONAL SERVICES TERMS AND CONDITIONS

AGREEMENT. It is mutually understood and agreed that the Client's acceptance of the agreement to which these terms and conditions are attached constitutes an incorporation of these terms and conditions which, together with any attached supporting documentation, embody and constitute the entire understanding between the parties with respect to the transaction contemplated hereby and constitute a binding legal agreement ("Agreement"). If Wendel is authorized by the Client to provide services set forth in this Agreement or a Change Order, either orally or in writing, prior to formal acceptance of either, such authorization shall be deemed an acceptance of this Agreement effective as of the date Wendel commences providing the services, and such services shall be provided and compensated for in accordance with the terms and conditions contained in this Agreement.

STANDARD OF CARE/PERFORMANCE. Wendel shall perform its services consistent with the professional skill and care ordinarily provided by design professionals practicing in the same or similar locality under the same or similar circumstances and shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the work. No warranty, guarantee or fiduciary relationship, either express or implied, is made or intended by this Agreement.

OBLIGATIONS OF WENDEL. Wendel will prepare the work and deliverables in a timely manner but it is agreed between the parties that Wendel cannot be responsible for delays occasioned by factors beyond its control, nor by factors which could not reasonably have been foreseen at the time this Agreement was entered into. Wendel commits to provide adequate and qualified resources to meet the schedule, and will work with Proposal Recipient's management in a manner that enables management to make informed decisions.

OBLIGATIONS OF PROPOSAL RECIPIENT. Client will work in a diligent and timely manner with Wendel to facilitate the contractual services required herein. To ensure a cooperative and successful effort, Client will commit to open disclosure of information required for the performance of services, will properly position Wendel with its staff, and will make available subject matter knowledgeable staff in a timely manner to address questions, unforeseen circumstances or other unexpected conditions that may arise.

PAYMENT. Progress payments shall be made in proportion to services performed and shall be due and payable within thirty (30) days of invoice submittal, without retainage. Overdue invoices shall bear an interest rate of 1-1/2% per month calculated from the 31st day after submittal. Wendel reserves the right to suspend services if payment of any undisputed invoice amounts are sixty (60) days overdue.

CHANGE ORDERS. During the term hereof the scope of services and compensation therefor may be adjusted by mutually agreed upon written Change Orders hereto.

SUSPENSION AND TERMINATION BY WENDEL. If the Client (i) fails to timely make payments due, or (ii) suspends the work for more than ninety (90) calendar days for reasons other than the fault of Wendel, or (iii) substantially fails to perform in accordance with the terms of this Agreement through no fault of Wendel, then Wendel may suspend services or terminate this Agreement upon seven (7) days advance written notice to Client, and Client shall pay all sums due for services performed prior to suspension or termination and any costs attributable to suspension or termination. Upon any resumption of services, Fees and time schedules shall be equitably adjusted. Wendel may terminate this Agreement for convenience upon not less than seven (7) days written advance notice and Client shall pay all sums due for services performed prior to termination.

SUSPENSION AND TERMINATION BY CLIENT. If the Client suspends the work, Wendel shall be compensated for services performed prior to notice of such suspension and Client will be liable for any expenses incurred in the interruption and resumption of services. Upon resumption of services, Fees and time schedules shall be equitably adjusted. If the Client terminates this Agreement for its convenience, the Client shall compensate Wendel for Wendel's services performed prior to termination, reimbursable expenses incurred, and costs attributable to termination, including the costs attributable to Wendel's termination of consultant agreements. Client may terminate this Agreement for default upon not less than seven (7) days' advance written notice should Wendel substantially fail to perform in accordance with the terms of this Agreement through no fault of the Client.

HAZARDOUS MATERIALS. To the fullest extent permitted by law, Client shall defend, indemnify and hold harmless Wendel, its affiliates, subconsultants and subcontractors, and their respective officers, directors, partners, employees, and agents from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of, or relating to the presence, discharge, release, or escape of asbestos, PCBs, petroleum products, radioactive materials, or any other hazardous materials at, on, under, or from the work site.

OWNERSHIP OF DOCUMENTS. All the documents, reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, drawings, specifications and other documents, data or information prepared by Wendel in any form, including machine readable format, (collectively "Documents") are instruments of Wendel's services and shall remain the sole property of Wendel. Wendel retains all ownership and all other rights, including copyrights, in all such documents.

LIMITATIONS ON USE OF DOCUMENTS. The Documents are prepared for use for the purpose and at the site identified in the Agreement or Change Order only and are not appropriate for use for any other purpose or site, except by the authorization and agreement in writing with the appropriate compensation to Wendel. Client agrees to release Wendel and its affiliates from any

PROFESSIONAL SERVICES TERMS AND CONDITIONS

liability associated with any unauthorized changes made to the Documents and their use thereof and further agrees to indemnify and hold harmless Wendel and its affiliates from any and all claims arising out of such changes or use.

MACHINE READABLE MEDIA. Where Wendel agrees to supply some or all of the Documents in machine readable format (hereinafter "machine readable media"), the parties understand and agree that any Documents supplied in such machine readable format are so supplied as a convenience to the recipient. Such Documents are not intended to replace the printed forms of such Documents. The content of the Documents supplied by Wendel in printed form shall govern over the contents of Documents supplied in machine readable format. The recipient shall be solely responsible for comparing the output of the machine readable media with the printed Documents designated by Wendel as the contract documents and determining the accuracy of such output. Recipient shall only use the output of machine readable media for the limited purpose agreed to by Wendel and shall not alter, mediate or change the contents of such machine readable media in any way, or transfer to others, without the express written approval of Wendel.

CONFIDENTIALITY. Wendel shall not disclose or permit the disclosure of any confidential information except to its employees of Wendel and its affiliates, and other consultants who need such confidential information in order to meet contractual obligations under this Agreement.

PUBLICATION. Wendel has the right to photograph the work and to use the photos in the promotion of its professional practice through advertising, public relations, brochure or other marketing materials. Client agrees that Wendel has the authority to utilize its name as a client and general description of the work or service performed as references. Wendel will be given proper credit and acknowledgements for all services rendered including, but not limited to, planning, design and implementation. Proper credit shall be defined as being named by the Client (or their agent/owner) in project identification boards, published articles, promotional brochures and similar communications.

DISPUTE RESOLUTION. In an effort to resolve any conflicts that arise during the design or construction of the work or following the completion of the work, the Client and Wendel agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The parties further agree to include a similar mediation provision in all agreements with independent contractors they retained for the work and to require all independent contractors and consultants to include a similar mediation provision in all agreements with their respective subcontractors, subconsultants, suppliers or fabricators retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements. In the event resolution of any conflict cannot be settled as a result of non-binding mediation, it will be addressed in an appropriate court of proper jurisdiction.

LIABILITIES. THE CLIENT AND WENDEL HAVE DISCUSSED THEIR RISKS, REWARDS AND BENEFITS OF THE WORK TO BE PERFORMED, WENDEL'S TOTAL FEE FOR SERVICES AND HAVE ALLOCATED THE RISKS SUCH THAT, UNLESS STATED OTHERWISE ELSEWHERE IN THIS AGREEMENT, THE CLIENT AGREES THAT TO THE FULLEST EXTENT PERMITTED BY LAW, WENDEL'S TOTAL LIABILITY TO THE PROPOSAL RECIPIENT FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES, DAMAGES, OR CLAIM EXPENSES ARISING OUT OF THIS AGREEMENT FROM ANY CAUSE OR CAUSES INCLUDING, BUT NOT LIMITED TO, WENDEL'S NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY SHALL NOT EXCEED THE TOTAL COMPENSATION RECEIVED BY WENDEL UNDER THIS AGREEMENT OR \$500,000.00 WHICHEVER IS LESS.

INDEMNITY. Each Party agrees to indemnify the other from liability for losses, damages, or expenses (including reasonable costs and attorney's fees) to the extent caused by the Party's negligent acts, errors, or omissions relating to this Agreement, subject to any limitations of liability set forth elsewhere herein.

CONSEQUENTIAL DAMAGES. NEITHER PARTY WILL BE RESPONSIBLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES.

BUDGET/CONTINGENCY. The Client agrees to establish a realistic budget for the cost of the work; the budget will include a contingency fund which will be used solely for the purpose of paying for contractor change orders, addressing omissions from the construction documents, and Client approved Change Orders for Wendel's services.

OPINIONS OF CONSTRUCTION COST. Any opinion of construction cost prepared by Wendel represents its judgement as a design professional and is supplied for the general guidance of the Client. Since Wendel has no control over the cost of labor and material, or over competitive bidding or market conditions, Wendel does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the Client.

FORCE MAJEURE. Neither Party shall hold the other responsible for damages or delays in performance caused by acts of God, strikes, lockouts, accidents or other events beyond the control of the other or the other's employees and agents.

PURCHASE ORDERS. Client acknowledges and agrees that any purchase order issued by Client in accordance with this Agreement is intended only to establish payment authority for Client's internal accounting purposes. No purchase order shall be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement.

WAIVER. No waiver by either Party hereto or any failure or refusal by the other Party hereto to comply with its obligations hereunder shall be deemed a waiver of any other or subsequent failure or refusal by such Party to so comply.

PROFESSIONAL SERVICES TERMS AND CONDITIONS

GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the state in which the work or Project is located, without regard to principles of conflict of laws.

THIRD PARTY BENEFICIARIES. This Agreement is made solely for the benefit of the Client and Wendel, their successors and assigns, and no other person shall have any right, benefit or interest under or because of this Agreement.

AUTHORITY. Each Party represents and warrants to the other that it has the requisite authority to accept, deliver and perform this Agreement.



TOWN OF CHENANGO

WATER, SEWER AND PARKS DEPARTMENT
Greg Burden, Superintendent of Public Works

1529 NYS Rt. 12
Binghamton, NY 13901
Telephone: (607) 648-4809 ext.7
Fax: (607) 648-8519
water@townofchenango.com

2/15/2023

Meri-K Ritter, Account Clerk for the Public Works Department, has given notice as of April 7th 2023. It is my recommendation that the Town Board consider Stephanie Shuba, Senior Clerk for the position of Account Clerk, effective April 8, 2023. We would like the opportunity to start training Stephanie for the Account Clerk position effective immediately while Meri K is still on board to assist.

Civil Service reports that there is only one candidate available on the Account Clerk list and they desire part time. Taking a test will be required eventually for Stephanie to move forward however there is no set date for the test to be administered at this time. Given Stephanie's promotion, this will allow the job title of Senior Clerk to be advertised as soon as possible. I'd also like to request the Interview Committee consist of the 2 Department Heads and HR as in the past with the addition of Meri-K.

After discussion with Amy, we determined that HR would then advertise for 2 weeks and schedule interviews for the candidates allowing us the March 22 meeting for a Board decision. If the candidate needs to give an employer 2-weeks notice, the new hire would only have a day or two with Meri-K for training.

Thank You
Greg Burden
Superintendent of Public Works

ACCOUNT CLERK

DISTINGUISHING FEATURES OF THE CLASS:

This is routine clerical work involving performance of standard account-keeping practices in maintaining and checking financial accounts and records. The incumbent works under direct supervision on routine assignments which are done in accordance with defined procedures; detailed instructions are provided for new or unusual assignments. The work is reviewed by observation, cross-checks or by the immediate supervisor and by other steps in the account-keeping process. This position differs from Senior Account Clerks by virtue of the limited complexity of the work and lack of supervisory responsibility. Does related duties as required.

TYPICAL WORK ACTIVITIES:

Reviews a variety of documents such as claim forms, vouchers, bills, purchase orders to determine eligibility for payment or to verify accuracy of payment made, according to defined procedures and policies; Verifies all calculations and codes on documents; Posts figures to appropriate accounts either manually or through a computer, verifying all data entered; Reconciles all entries, both debits and credits; Prepares simple financial or statistical reports from data entered, including status of accounts, current balances, cash received or paid; Produces data needed for State and Federal reimbursement claims; Receives cash payments, issues receipts; Prepares checks for disbursement, deposits funds into appropriate accounts, prepares reconciliation of balances and posts balances to appropriate ledgers; May make bank deposits; Contacts clients, vendors, etc. to obtain additional information; Provides routine information orally or in writing in response to inquires on financial records; Files and maintains all related records such as records related to processing of payrolls, invoices, vouchers, bills and correspondence; Receives, balances and audits simple payroll time records; Processes data either for computer or other records; Makes computations as necessary; Operates calculator, computer terminal and other related office equipment.

FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS:

Working knowledge of modern methods used in keeping and checking financial records and accounts; Working knowledge of office terminology, procedures, equipment and business English; Ability to make arithmetic computations involving fractions, decimals and percentage accurately; Ability to write legibly; Ability to organize and maintain accurate records and files; Ability to understand and interpret oral instructions and/or written directions; Ability to perform close, detail work involving considerable visual effort and strain; Ability to develop effective working relationships and deal diplomatically with the public; Good judgment.

MINIMUM QUALIFICATIONS:

One year of clerical experience maintaining financial accounts and records, which must include as a regularly occurring function of the job some financial account keeping duties, such as reconciling bank statements, posting to ledgers, making entries to journals or checking voucher and purchase orders for arithmetical accuracy and completeness.

SALARY RANGE: \$31,500 - \$33,500 based on experience

Note: Successful completion of coursework in accounting, business administration or closely related field at a regionally accredited college or university or one accredited by the New York State Board of Regents to grant degrees, may be substituted for the required experience with one semester credit hours of related coursework as indicated above being equivalent to one month of experience.

R4 1/24/14



TOWN OF CHENANGO

WATER, SEWER AND PARKS DEPARTMENT
Greg Burden, Director of Public Works

1529 NYS Rt. 12
Binghamton, NY 13901
Telephone: (607) 648-4809 ext7
Fax: (607) 648-8519
water@townofchenango.com

3/2/2023

To: Town Board Members

RE: Approval for promotion/ to advertise for Senior Clerk

With the resignation of Meri-k Ritter (Account clerk), I am requesting approval from the Town Board to promote Stephanie Shuba (Senior Clerk) to Account Clerk at the starting salary of \$37,800.00 per year. There will be no overlap in pay due to the time frame of promotion/hiring of Senior Clerk. I am also asking for approval to post for the position of Senior Clerk on the sign board, Town website and a set dollar amount of \$250.00 as we have done in the past for a positing on Indeed for a 10-day time period. I am asking for a salary range of \$31,500.00 - \$33,500.00.

I have established an interview committee that includes HR, Town Clerk and Superintendent of Public Works.

Thank You for your kind consideration in this matter:

Greg Burden

SENIOR CLERK

DISTINGUISHING FEATURES OF THE CLASS: The work involves responsibility for the independent performance of standard clerical tasks and the use of computer software to enter and retrieve information. Specific duties vary with the needs of the department. Incumbents may direct and review the work of lower-level clerical employees but regular supervision is not a responsibility of the class. The work of this class is distinguished from Clerk by the greater complexity of tasks, the program knowledge required, the responsibility for acting as lead worker, and the exercise of independent judgment in selecting the best of a number of prescribed alternatives regarding clerical operations. May lead and direct the work of subordinate clerical staff. Does related work as required.

TYPICAL WORK ACTIVITIES:

Reviews documents for accuracy, completeness, processes, and conformity with established procedures and makes appropriate determinations;

Answers telephone and takes messages or provides callers with general information;

Maintains alphabetic, numeric and/or chronological files of correspondence, documents and materials by coding and filing new material, searching for requested material and periodically purging obsolete material;

Makes contact by telephone and correspondence to obtain additional information or to update information;

Monitors agency record keeping system for proper maintenance (both manual and computerized);

Prepares and/or verifies the accuracy of a variety of records;

Maintains a variety of records which may include but are not limited to expenses, maintenance and operating costs;

Processes claims, verifies accuracy of billing, researches bills and, authorizes payment of outstanding bills;

Collects fees and accounts for monies received;

Uses a personal computer or scanner to enter information and retrieve pertinent data from computer files;

May instruct new employees in specialized clerical work of a unit;

May prepare standard written responses on matters where policies and procedures are well-defined;

May type correspondence, records and other written materials.

FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS:

Good knowledge of office terminology, procedures and equipment;

Good knowledge of the principles and practices of computerized records maintenance;

Good knowledge of modern methods used in record keeping;

Good knowledge of the specific laws, organizational rules, procedures, and policies of the assigned department;

Working knowledge of basic arithmetic functions of addition,

subtraction, multiplication and division;
Ability to understand and interpret complicated oral instructions
and/or written directions;
Ability to analyze and organize data and prepare accurate records
and reports;
Ability to operate a personal computer;
Ability to perform close, detail work involving considerable
visual effort and concentration;
Ability to articulate ideas and information effectively;
Ability to deal effectively with people;
Ability to establish and maintain effective working relationships
with others;
Accuracy.

MINIMUM QUALIFICATIONS:

One year of clerical experience.

Note:

Successful completion of coursework at a regionally accredited college or university, or one accredited by the New York State Board of Regents to grant degrees, may be substituted for the required experience with thirty semester credit hours being equivalent to one year of experience.

TOWN OF CHENANGO
WASTEWATER CONVEYANCE AND TREATMENT IMPROVEMENTS PROJECT
MEMO re: SUGGESTED STEPS TO PROCEED

FEBRUARY 22, 2023

Prepared by: Eric A. Pond, P.E.
Taylor C. Bottar, P.E.

With supply chain and inflationary impacts beginning to stabilize and project funding becoming more in focus, B&L would like to offer a proactive approach to continuing progress on the Town's much needed project in a practical and cost effective manner. The following potential "paths" have been outlined below with B&L suggestions and recommendations for Town Board consideration.

1. Path 1 – B&L Value Engineering Assistance (Recommended Option)
 - a. B&L recommends a "value engineering" exercise in an effort to maximize project value, affordability and cost efficiency ahead of the anticipated second bidding phase.
 - b. The current project design is now two-years old with primary equipment selections determined three years ago. The wastewater treatment industry (particularly the membrane technology market) continues to develop and offer new technologies that may warrant consideration. Additionally, changes to the contract documents need to be made to accommodate current market and funding considerations.
 - c. Evaluation of alternative equipment, material, and treatment options will be provided along with consultation with the Town's third party estimating consultant to provide independent verification of cost saving opportunities (if requested).
 - d. B&L's in-depth knowledge of the design will allow a streamlined and expedited value engineering process that will save the Town time and money. An expedited approach is critical as every month of delay adds approximately \$130,000 in inflationary cost per month (\$40M, 4%). We are requesting the opportunity to provide this service on behalf of the Town and its rate payers (see the attached proposed amendment).

2. Path 2 – Proceed to Rebid as Currently Designed
 - a. This option enables the project to move forward with minimal delay, locking in bid prices prior to further escalation.
 - b. Given inflationary project cost escalation and technology/equipment/funding program changes since the 2022 bid, it is our opinion that Path 1 may offer a better long-term approach.

3. Path 3 – Peer Review of Design
 - a. The Town of Chenango received six (6) Contract No. 1 – General Construction bids, all within 9% between bidders for construction contracts opened on February 17, 2022. The number of bids and tight range between bidders speaks to the clarity and thoroughness of the engineering plans and specifications. The design has been

progressed in full collaboration with Town officials, operating staff and the Town engineer. The plans have additionally been reviewed by a third party code review specialist as well as the aforementioned third party cost estimating specialist. However, if the Town does wish to proceed with a third party engineering review, we would offer the following for consideration:

- b. This option would likely be the lengthiest path due to the time needed to contract with another third party and the time necessary for that third party to get up to speed and review the project. Additionally, differences in engineering opinion will require additional decision making by the board and could result in costly “decision paralysis” and out-of-scope work.
- c. We would strongly recommend EJCDC E-581, “Agreement Between Owner, Design Engineer, and Peer Reviewers for Peer Review of Design” be utilized.
 - i. This standard template outlines key roles and responsibilities of the Owner, Design Engineer, and Peer Reviewer including important conflict of interest clauses.
 - ii. B&L would provide the Design Engineer’s Responsibilities outlined in EJCDC E-581 via an additional service.
- d. B&L is also concerned that the Peer Review may not be completed prior to rebid of the project. Such an approach could lead to costly redesign, delay and construction change orders based on the Peer Reviewer’s recommendations.

February 22, 2023

Jo Anne Klenovic, Supervisor
Town of Chenango
1529 State Route 12
Binghamton, New York 13901

Re: (T) Chenango Wastewater Treatment and Conveyance Project

Subj: Amendment No. 3 – Value Engineering Assistance

File: 1855.001.003

Dear Supervisor Klenovic:

In an effort to maximize project affordability and cost efficiency ahead of an anticipated second bidding phase for the Town of Chenango Wastewater Treatment and Conveyance Project, Barton & Loguidice, D.P.C. (B&L) proposes the following *Value Engineering Assistance* amendment for Town Board consideration.

Study and Report Phase tasks are anticipated to include the following:

- Post-bid debriefing with equipment and material suppliers;
- Consultation with the Town's third party estimating consultant to identify potential cost saving opportunities (if requested);
- Evaluation of alternative equipment, material, and treatment options;
- Schematic layouts, sketches, and conceptual design of potential alternatives;
- Budgetary opinion of probable costs and comparison to February 2022 bid results;
- Two (2) workshop meetings with the Town's "technical committee" to review alternatives and findings;
- Coordinate with regulatory agencies such as NYS Department of Environmental Conservation and NYS Environmental Facilities Corporation as necessary;
- Document findings and proposed alternatives in a Technical Memorandum;
- Revise the Preliminary Engineering Report as required by NYSDEC or NYSEFC should project design modifications be approved by the Town Board.

B&L will review the Value Engineering Technical Memorandum with the Town Board upon completion. Should the Town Board resolve to move forward with any proposed design modifications, preliminary and final design phase services will be authorized via future amendment.



Jo Anne Klenovic, Supervisor
Town of Chenango
February 22, 2023
Page 2

B&L proposes a lump fee of \$60,000 (or time and expense as determined by the Town Board) for the services described above. Previously completed additional tasks of Funding Assistance (\$15,000) and Preliminary Engineering Report Amendment (\$5,000) have been included in the current amendment. The total proposed Amendment No. 3 fee is \$80,000.

Refer to the attached Amendment No. 3 for further details. It is intended for this Amendment No. 3 to replace the unexecuted amendment proposals dated 1/5/2022 and 3/24/2022, to be reconsidered at a later date.

Please contact Taylor Bottar or me with any questions, or if you require additional information.

Sincerely,

BARTON & LOGUIDICE, D.P.C.

A handwritten signature in blue ink, appearing to read 'Eric A. Pond', with a stylized flourish at the end.

Eric A. Pond, P.E.
Senior Vice President

TCB2/tlh

Attachments

This is EXHIBIT K, consisting of 2 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated [May 22, 2019](#).

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 3

The Effective Date of this Amendment is: [February 22, 2023](#).

Background Data

Effective Date of Owner-Engineer Agreement: [May 22, 2019](#)

Owner: Town of Chenango

Engineer: Barton & Loguidice, D.P.C.

Project: Wastewater Conveyance and Treatment Improvements

Nature of Amendment:

- Additional Services to be performed by Engineer
- Modifications to services of Engineer
- Modifications of payment to Engineer
- Modifications to time(s) for rendering services

Description of Modifications:

[EXHIBIT A, PART 1 – Basis Services, A1.01 Study and Report Phase, Paragraph 14:](#)

- [Post-bid debriefing with equipment and material suppliers;](#)
- [Consultation with the Town's third party estimating consultant to identify potential cost saving opportunities \(if requested\);](#)
- [Evaluation of alternative equipment, material, and treatment options;](#)
- [Schematic layouts, sketches, and conceptual design of potential alternatives;](#)
- [Budgetary opinion of probable costs and comparison to February 2022 bid results;](#)
- [Two \(2\) workshop meetings with the Town's "technical committee" to review alternatives and findings;](#)
- [Coordinate with regulatory agencies such as NYS Department of Environmental Conservation and NYS Environmental Facilities Corporation as necessary;](#)
- [Document findings and proposed alternatives in a Technical Memorandum;](#)
- [Revise the Preliminary Engineering Report as required by NYSDEC or NYSEFC should project design modifications be approved by the Town Board.](#)

Exhibit A, PART 2 – Additional Services, A2.01, Paragraph A.30:

f. Funding Assistance

- Additional funding assistance shall generally include application for additional NYSDEC Water Quality Improvement Program (WQIP) grant funds. In order to apply for additional WQIP funds, it is anticipated that the previously secured \$1M WQIP grant will need to be reallocated to Contract 2 – Sanitary Sewer Collection System Improvements to allow for a new WQIP application to be submitted for Contract No. 1 – Northgate WWTP Improvements.

o. Preliminary Engineering Report Amendment

- In accordance with NYSDEC Water Quality Improvement Program (WQIP) guidance, a Preliminary Engineering Report (PER) is a prerequisite for grant application. B&L proposes to amend the previously completed and DEC/EFC approved PER to document the proposed \$40M total project cost in an effort to maximize the WQIP funding opportunity.

This Amendment includes reissuance of the following agreement items to reflect all services and fees to be authorized by this Amendment and all previous authorizations:

Exhibit C – Payment to Engineer

Original agreement amount:	\$2,750,000.00
Net change for prior amendments:	\$ 23,500.00
<u>This amendment amount:</u>	<u>\$ 80,000.00</u>
Adjusted Agreement amount:	\$2,853,500.00

Change in time for services (days or date, as applicable): N/A

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER: Town of Chenango

ENGINEER: Barton & Loguidice, D.P.C.

By: _____
Print name: Jo Anne Klenovic

By: 
Print name: Eric A. Pond

Title: Supervisor

Title: Senior Vice President

Date Signed: _____

Date Signed: 2/22/2023

This is Appendix 1 to EXHIBIT C, consisting of 1 page, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated May 22, 2019.

Summary of Fees & Reimbursable Expenses Schedule – Amendment No. 3

<u>Description of Service</u>		<u>Amount</u> *	<u>Basis of Payment</u>	<u>Amendment No. 3</u>
a.	Preliminary Engineering Report (previously authorized)	-	Lump Sum	
b.	SEQR Funding Application and PDA (previously authorized)	-	Hourly	
1	<u>Study and Report Phase Services</u>			
a.	MPR – Pennview Sewer District	\$0.00	Lump Sum	
b.	MPR- Chenango Heights Sewer District	\$0.00	Lump Sum	
c.	Public Hearing	\$0.00	Lump Sum	
d.	Technical Assistance	\$0.00	Lump Sum	
e.	Value Engineering Assistance	\$0.00	Lump Sum	\$60,000
2	<u>Basic Services:</u>			
a.	Preliminary Design Phase	\$595,000	Lump Sum	
b.	Final Design Phase	\$450,500	Lump Sum	
c.	Bidding Phase	\$70,000	Lump Sum	
d.	Construction Phase	\$767,000	Lump Sum	
e.	Post-Construction Phase	\$10,000	Lump Sum	
3	<u>Additional Services:</u>			
a.	Subcontract Administration	\$5,000	Lump Sum	
b.	Subcontracted Services	\$210,000	Lump Sum	
c.	Verification of Existing Conditions	\$2,500	Lump Sum	
d.	ROW Assistance	\$10,000	Lump Sum	
e.	Permits	\$20,000	Lump Sum	
f.	Funding Assistance	\$7,500	Lump Sum	\$15,000
g.	Hazardous Materials Pre-Demolition Survey	\$3,000	Lump Sum	
h.	Startup Assistance	\$15,000	Lump Sum	
i.	Record Drawings	\$20,000	Lump Sum	
j.	O&M Manuals	\$30,000	Lump Sum	
k.	Operator Training	\$5,000	Lump Sum	
l.	Reimbursable Expenses	\$0.00	Lump Sum	
m.	Other Additional Services (A2.02 from Exhibit A)	\$0.00	Lump Sum	
n.	Permits (Hourly)	\$23,000.00	Hourly	
o.	Preliminary Engineering Report Amendment	\$0.00	Lump Sum	\$5,000
4	<u>Resident Project Representative:</u>	\$530,000	Lump Sum	
TOTAL CONTRACT AMOUNT		\$2,773,500		\$80,000

Reimbursable Expenses are subject to review and adjustment per Exhibit C. Rates and charges for Reimbursable Expenses as of the date of the Agreement are in accordance with our standard billing rates in effect at the time services are performed.

*Includes previously authorized Amendment Nos. 1 & 2.

Town of Chenango

Local Law No. 2 of the Year 2023

A LOCAL LAW AFFECTING A TEMPORARY MORATORIUM WITHIN THE TOWN OF CHENANGO ON THE DEVELOPMENT AND CONSTRUCTION OF SOLAR ENERGY CONVERSION SYSTEMS

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

Section 1. TITLE.

This Local Law shall be known as the “Moratorium on the Development and Construction of Solar Energy Conversion Systems.”

Section 2. AUTHORITY AND INTENT; FINDINGS; PURPOSE.

A. Authority and Intent.

This Local Law is intended to be consistent with and is adopted pursuant to the authority granted to the Town Board of the Town of Chenango under the New York State Constitution and the Laws of the State of New York, including but not limited to the following authorities: New York State Constitution Article IX, § 2 (c); Municipal Home Rule Law §§ 10 and 20 through 27; Statute of Local Governments § 10; and the State Environmental Quality Review Act and its implementing regulations.

This Law is a land use regulation. This Law is intended and is hereby declared to address matters of local concern, and it is declared that it is not the intention of the Town to address matters of statewide concern. This Local Law is intended to act as and is hereby declared to exercise the permissive “incidental control” of zoning and land use law that is concerned with the broad area of land use planning and the physical uses of land within the Town.

B. Findings.

The Town Board hereby finds that it is in the interest of public health, safety and welfare to address, in a careful and thorough manner, the activities prohibited by Section 4 of this Local Law. In order to accomplish this, the Town requires a reasonable period of time to further study the potential impacts, effects, and possible controls over such activities and to consider possible amendments to the Town’s laws and comprehensive plan to address the same.

C. Purpose.

The purpose of the Local Law is to enable the Town of Chenango to stay the construction, operation, and establishment of, and the submission and processing of applications for permits, zoning permits, special permits, zoning variances, building permits, operating permits, site plan approvals, subdivision approvals, certificates of occupancy, certificates of compliance, temporary certificates, and other Town-level land use approvals respecting the activities prohibited by Section 4 of this Local Law, for a reasonable time, so as to allow the Town time to study the potential impacts, effects, and possible controls over such activities and to consider possible amendments to the Town’s laws and comprehensive plan to address the same. The

Town Board finds that a moratorium of six (6) months duration, coupled with an “unnecessary hardship” variance procedure and a provision for the “grandfathering” of legal, pre-existing non-conforming uses, will achieve an appropriate balance of interests between (i) the need to safeguard public health, safety and welfare, as well as the character and other resources of the Town of Chenango; and (ii) the rights of individual property owners.

Section 3. DEFINITIONS.

For purposes of this Local Law, the following terms shall have the meanings respectively set forth below:

PERSON -- Any individual, public or private corporation for profit or not for profit, association, partnership, limited liability company, limited liability partnership, firm, trust, estate, and any other legal entity whatsoever which is recognized by law as the subject of rights and duties.

TOWN -- The Town of Chenango, Cortland County, New York.

TOWN BOARD -- The Town Board of the Town of Chenango.

COMMERCIAL SOLAR ACTIVITIES -- Activities related to the development of energy production through solar power, including but not limited to the placement of solar panels, as well as the placement of supporting and related infrastructure such as transmission lines, substations, *etc.*, where the energy produced is not intended for direct use by the property owner, or credits from the electric utility are not applied directly towards the property owner’s electric bill.

COMMERCIAL SOLAR SUPPORT ACTIVITIES-- Any actions, equipment, fixtures, *etc.*, intended to aid or assist with the development of Commercial Solar Activities.

Section 4. MORATORIUM AND PROHIBITION.

A. From and after the effective date of this Local Law, no application for a permit, zoning permit, special permit, zoning variance (except as contemplated by Section 7 of this Law), building permit, site plan approval, subdivision approval or any other Town-level approval shall be accepted, processed, approved, approved conditionally, or issued for the construction, establishment, use or operation upon any land, body of water, building, or other structure located within the Town any of the following: (i) any Commercial Solar Activities; or (ii) any Commercial Solar Support Activities.

B. From and after the effective date of this Local Law, no Person shall use, cause, or permit to be used, any land, body of water, building, or other structure located within the Town for any of the following: : (i) any Commercial Solar Activities; or (ii) any Commercial Solar Support Activities.

C. This moratorium and prohibition shall be in effect beginning on the effective date of this Local Law and shall expire on the earlier of (i) that date which is six (6) months after said effective date, or (ii) the effective date of a duly enacted repeal of this Local Law.

D. This moratorium and prohibition shall apply to all real property within the Town.

E. Under no circumstances shall the failure of the Town Board or the Town Code Enforcement Officer to take any action upon any application for a permit, zoning permit, special permit, zoning variance, building permit, site plan approval, subdivision approval, or other Town-level approval constitute an approval by default or an approval by virtue of expiration of time to respond to such application.

Section 5. PENALTIES.

A. Compliance Orders. The Code Enforcement Officer is authorized to order, in writing, the remedying of any condition or activity found to exist in violation of this Local Law. If the condition or activity is not remedied after the issuance of a compliance order, then an appearance ticket may be issued as provided hereinafter.

B. Appearance Tickets. The Code Enforcement Officer is authorized to issue appearance tickets for any violation of this Local Law. Any person who violates any provision of this Local Law shall be deemed guilty of a violation and, upon conviction thereof, shall be subject to a fine of not more than \$250 or to imprisonment for not more than 15 days, or both such fine and imprisonment. Each week's continued violation shall constitute a separate, additional violation.

C. Civil Penalty. In addition to those penalties prescribed herein, any person who violates any provision of this Local Law shall be liable to a civil penalty of not more than \$2,500 for each day or part thereof during which such violation continues. The civil penalties provided by this section shall be recoverable in an action instituted in the name of the Town of Chenango.

D. Injunctive Relief. An action or proceeding may be instituted in the name of the Town of Chenango, in a court of competent jurisdiction, to prevent, restrain, enjoin, correct, or abate any violation of, or to enforce, any provision of this Local Law. No action or proceeding described in this subdivision shall be commenced without the appropriate authorization from the Town Board.

E. Remedies Not Exclusive. No remedy or penalty specified in this section shall be the exclusive remedy or penalty available to address any violation of this Local Law. Any remedy or penalty specified in this section may be pursued at any time, whether prior to, simultaneously with, or after the pursuit of any other remedy or penalty specified in this section. In addition to the above-provided remedies, the Town Board may also seek reimbursement to the Town for costs incurred by the Town in identifying and remedying each violation, including but not limited to, reasonable attorney's fees.

Section 6. GRANDFATHERING OF LEGAL, PRE-EXISTING NON-CONFORMING USE.

Notwithstanding any provision hereof to the contrary, any Commercial Solar Activities or Commercial Solar Support Activities that are being conducted in the Town as of the effective date of this Local Law and are in all respects being conducted in accordance with all applicable laws and regulations and in compliance with all valid permits required to be issued by the New York State Department of Environmental Conservation ("DEC") and all other federal, state and local regulating agencies, shall be considered a pre-existing, non-conforming use and shall be allowed to continue, subject, however, to the provisions of this Section.

Any expansion of a lawful, pre-existing nonconforming use shall not be grandfathered under this Section, and instead shall in all respects be prohibited as contemplated by Section 4 hereof. “Grandfathered” and allowed lawful pre-existing uses neither have nor possess any right to expand such non-conforming use, whether above or below ground, and no such right shall be deemed, construed, or implied to exist.

Section 7. HARDSHIP USE VARIANCE.

The Town Board is hereby authorized to accept and review (after public notice and hearing and in accordance with the requirements of law and of this Local Law) requests for a hardship use variance from application of the provisions of this Local Law by any Person aggrieved hereby.

No such use variance shall be granted without a showing by the applicant that applicable regulations and restrictions have caused unnecessary hardship. In order to prove such unnecessary hardship the applicant shall demonstrate that for each and every permitted use under the zoning regulations for the particular district where the property is located: (i) the applicant cannot realize a reasonable return, provided that lack of return is substantial as demonstrated by competent financial evidence; (ii) that the alleged hardship relating to the property in question is unique, and does not apply to a substantial portion of the district or neighborhood; (iii) that the requested use variance, if granted, will not alter the essential character of the neighborhood; and (iv) that the alleged hardship has not been self-created.

In the event a hardship use variance from the provisions of this Local Law is granted to the applicant, the applicant shall be required to comply with all provisions of the Town’s then applicable land use laws and other laws and regulations. The Town Board, in the granting of a hardship use variance, shall grant the minimum variance that it shall deem necessary and adequate to address the unnecessary hardship proved by the applicant, and at the same time preserve and protect the character of the neighborhood and the health, safety and welfare of the community.

Section 8. SEVERABILITY.

If any word, phrase, sentence, part, section, subsection, or other portion of this Local Law, or the application thereof to any person or to any circumstance, is adjudged or declared invalid or unenforceable by a court or other tribunal of competent jurisdiction, then, and in such event, such judgment or declaration shall be confined in its interpretation and operation only to the provision of this Local Law that is directly involved in the controversy in which such judgment or declaration is rendered, and such judgment or declaration of invalidity or unenforceability shall not affect or impair the validity or enforceability of the remainder of this Local Law or the application hereof to any other persons or circumstances. If necessary as to such person or circumstances, such invalid or unenforceable provision shall be and be deemed severed herefrom, and the Town Board of the Town hereby declares that it would have enacted this Local Law, or the remainder thereof, even if, as to particular provisions and persons or circumstances, a portion hereof is severed or declared invalid or unenforceable.

Section 9. SUPERSEDING INTENT AND EFFECT.

It is the specific intent of the Town Board that this Local Law shall supersede any inconsistent provisions of Sections 267, 267-a, 267-b, 274-a, 274-b and 276 of the Town Law of the State of New York, as well as all other inconsistent provisions of local ordinances, local laws, or local resolutions or policies of the Town of Chenango, including but not limited to provisions of the aforementioned state and local laws, ordinances, resolutions or policies that require the approval, or affect a default approval of land use applications within certain statutory time periods.

Section 10. GENERAL PROVISIONS.

A. The Code Enforcement Officer is hereby designated as the enforcement officer for purposes of interpreting and enforcing this Local Law.

B. The section and other headings and titles to clauses and phrases in this Local Law are for convenience only, and shall not be used or construed to limit or define the scope or application of the clauses and phrases so following such headings or titles. Each section of this Local Law, whether in the nature of a preamble or otherwise, is a material part of this Local Law.

Section 11. REMAINDER

Except as hereinabove amended, the remainder of the Code of the Town of Chenango shall remain in full force and effect.

Section 12. 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 13. 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.

Assessor's Progress report as of March 2, 2023
Prepared for the work session of March 8, 2023

Taxable Status Day has come and gone. A big thank you to Diane and Kari for their assistance. This is the first year since 2019 that Senior Exemption renewals have been required. As of 3/1/2023, 158 out of 190 (83%) had completed the renewal process or the property was sold.

Some interesting statistics as provided by the Broome County Board of Realtors:

- The median sale price for a Broome County home is now \$142,300, which is up 2.4% over last year.
- The average sale price for a Broome County home is now \$166,051, which is up 2.3% from last year.
- The number of homes for sale is down to 301, compared to 396 for last year.
- The number of days on market is now up to forty, which is longer than the thirty-three for January of 2022.

Although the prime rate and the typical mortgage interest rates have been going up, home prices have also continued to rise, but not at the same pace as they did in 2020-2021. As a result of the strong residential housing market, the Town of Chenango should have a quieter Grievance Day compared to "normal".

New York State Department of Taxation and Finance (DTF) recently mailed the following STAR credit letters to selected homeowners. DTF is trying to determine homeowner eligibility for the STAR Credit program. The letters seek to determine if the property owner has a second residency-based property, if the property is the primary residence, or if the income is above the eligibility limits (enhanced: \$93,200, basic \$500,000). Property owners should contact the STAR help call center with questions: 518-457-2036. At this time, samples of the letter were not made available.

John Endress

PUBLIC REPORT FOR FEBRUARY 2023

WATER DEPT:

Water well drawdowns were done for February.

Meter head change outs are being done.

Leak detection is being done throughout the Town, 2 water main leaks were located and repairs were done. One leak was on the main trunk line to Hillside tank, outside contractor had to perform repairs due to location.

SEWER DEPT:

Repairs continue at the plant, what can not be fixed in house has or will be contracted out.

Lift Stations are being pumped down on a weekly basis.

Outside contractors were researched and secured to meet our requirements with the DEC for operators on staff. As before Camden Group was selected to meet our needs due to resignations of staff.

PARKS DEPT:

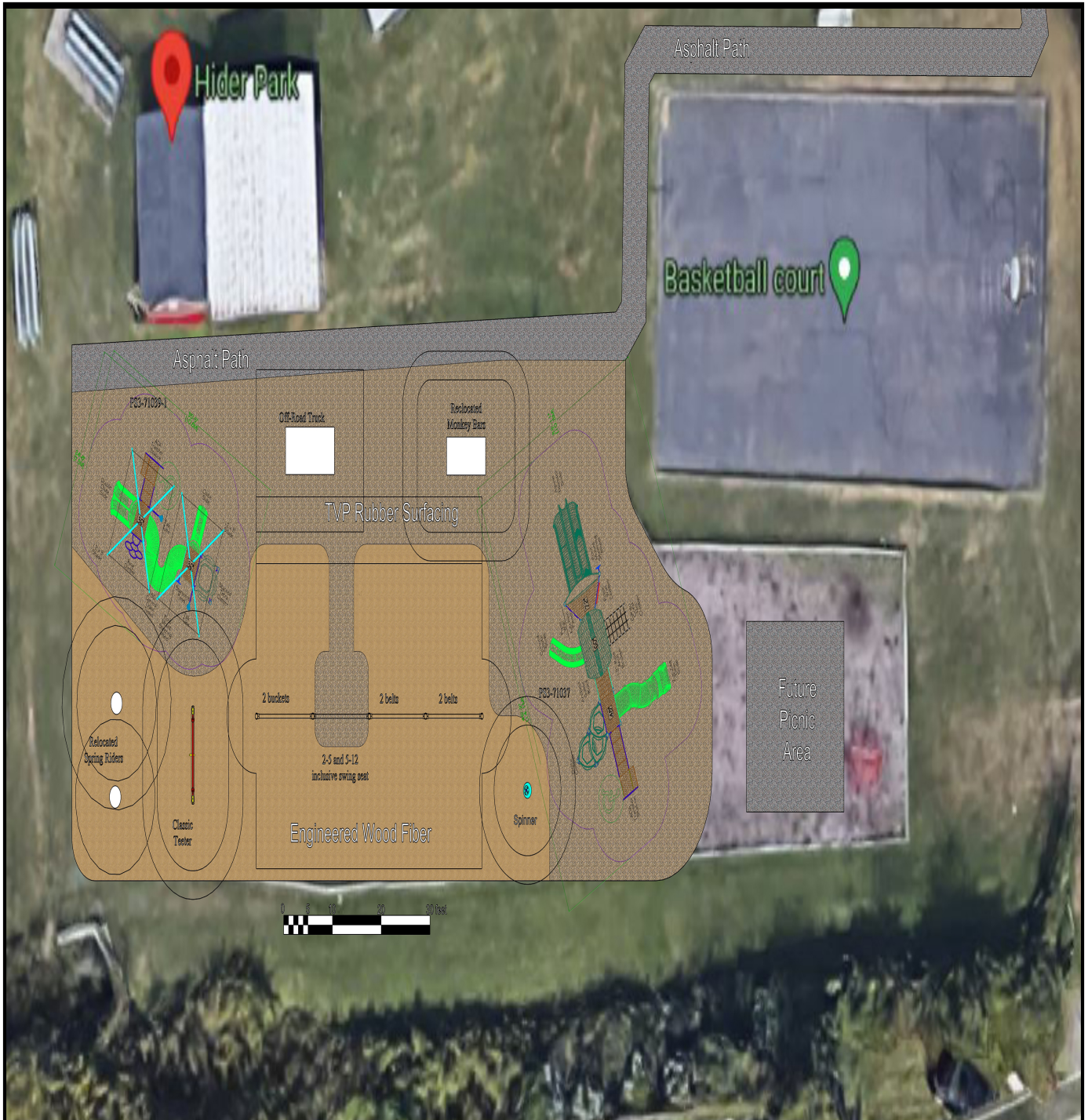
Work was completed on Wolfe Park bridge, the park was open to the Public, after review from town Engineer.

Maintenance continues on mowing equipment.

Snow removal was performed on the sidewalks 2 times in February.

Total Water/Sewer payments received of \$167,961.06

There was a total of 19 after hours call out in the month of January for the Public Works Dept.



Town of Chenango
 Hider Park Playground
 Binghamton, NY

Play By Design
 304 North Geneva St
 Ithaca, NY 14850
 607-351-5160



TOWN OF CHENANGO

WATER, SEWER AND PARKS DEPARTMENT
Greg Burden, Superintendent of Public Works

**1529 NYS Rt. 12 Binghamton,
NY 13901**

Telephone: (607) 648-4809ext 7

Fax: (607) 648-8519

water@townofchenango.com

Attn Town Board:

Here is the information that was requested of me at the 2/8/23 meeting. I worked with Laura from play by design, and she provided me with a design of where the rubber surfaces will be, and a price for the install. You also see an asphalt path in the design that will be installed from the parking lot to the end of the play-ground area, I am working with the HWY superintendent to get a price on that, unfortunately we are at the mercy of it being the off-season for paving and awaiting a meeting with vendor's in early March.

Thank You
Gregory Burden

Play By Design Quote - PHASE 1



Play By Design
 304 N. Geneva Street
 Ithaca, NY 14850
 516-492-6902

PBDplaygrounds.com
Samantha@PBDplaygrounds.com

Project Name: Hider Park Playground, Town of
 Chenango

Date: 2/15/2023

Bill To: The Nimmonsburg Youth Association

Description	Units	Cost Per Unit	Amount
3,440 SF POURED IN PLACE TPV COLOR IS 50/50 BLACK/ STANDARD 3.75" THICK FOR 8' CFH/2.75" THICK FOR 6'/1.75" THICK FOR 4' INCLUDES LF FOR TD AS SUBMITTED	1	\$ 61,750.00	\$ 61,750.00
FURNISH AND INSTALL 4" THICK STONE BASE	1	\$ 16,813.00	\$ 16,813.00
DUMPSTER SERVICE	1	\$ 1,150.00	\$ 1,150.00
Invoice Subtotal			\$79,713.00
Tax Rate			0.00%
Sales Tax			-
Other			
Deposit Received			
TOTAL			\$ 79,713.00

Pricing valid for 30 days.

Play By Design Quote - PHASE 2



Play By Design
 304 N. Geneva Street
 Ithaca, NY 14850
 516-492-6902
PBDplaygrounds.com
Samantha@PBDplaygrounds.com

Project Name: Hider Park Playground, Town of Chenango

Date: 2/15/2023

Bill To: The Nimmonsburg Youth Association

Description	Units	Cost Per Unit	Amount
1,042 SF POURED IN PLACE TPV COLOR IS 50/50 BLACK/ STANDARD 1.75" THICK FOR 4' INCLUDES LF FOR TD AS SUBMITTED	1	\$ 20,002.00	\$ 20,002.00
FURNISH AND INSTALL 4" THICK STONE BASE	1	\$ 5,095.00	\$ 5,095.00
DUMPSTER SERVICE	1	\$ 1,150.00	\$ 1,150.00

Invoice Subtotal \$26,247.00
 Tax Rate 0.00%
 Sales Tax -
 Other
 Deposit Received

TOTAL \$ 26,247.00

Pricing valid for 30 days.



TOWN OF CHENANGO

WATER, SEWER AND PARKS DEPARTMENT
Greg Burden, Superintendent of Public Works

1529 NYS Rt. 12 Binghamton,
NY 13901 (607)648-4809 ext 7
Fax: (607) 648-8519
water@townofchenango.com

3/1/2023

TO: Town Board

RE: 12A well rehab

The attached RFP was prepared to rehab the 12A well. Last time the well was scheduled to be clean was 2008. The money was budgeted under line F8320.200.

I would like the board approval so I can advertise for bidding.

Thank You
Greg Burden

TOWN OF CHENANGO
REQUEST FOR PROPOSAL
WELL CLEANING/REDEVELOPMENT

PLEASE TAKE NOTICE that pursuant to a motion of the Town Board of the Town of Chenango, Broome County, New York, sealed proposals for the Town of Chenango, New York, will be received by the Town Clerk at 1529 NY Rte. 12 Binghamton, New York 13901 until **3:00 pm** on **March 28st, 2023.**

Proposals must be submitted in sealed envelopes at the above address and shall bear on the face thereof the name and address of the bidder and shall be marked:

WELL CLEANING AND REDEVELOPMENT
12A WELL
TOWN OF CHENANGO

Beginning on **Monday, March 13th 2023**, interested parties are invited to examine/obtain a printed Request for Proposal package at the Office of the Town Clerk, 1529 NY Rte. 12, Binghamton, NY 13901. A digital copy version of the RFP package may be viewed on the Town webpage.

Questions regarding the RFP must be submitted in writing to: greg.burden@townofchenangony.gov. It is the responsibility of all bidders to check the Town of Chenango webpage prior to submitting a bid/proposal to determine if any clarifications or updates to the specifications have been posted.

The Town Board will award based on price and qualifications of the responsive bidders. The Town Board reserves the right to reject any and all bids/proposals, to waive any irregularities, to re-advertise for bids at its discretion, and to award the contract in the best interests of the Town of Chenango, New York.

Gregory Burden
Superintendent of Public Works

JOB SPECIFICATIONS

The Town is looking to have the 12A well chemically treated, surging and inspection of the associated pumping equipment. Inspection of the pumping equipment with concerns of repair, if any is required.

Chemical treatment methods for the area, a detailed list of what chemicals used and application is a requirement. See attachment to fill out.

Please fill in the cost estimated chart below and provide any additional line items you believe to be relevant:

Task	Unit	Quantity	Unit Price	Amount
Shop & mobilization				
Setup				
Pre-& post pump test				
Pull and set pump				
TV Well				
Set & pull development tools				
Development				
Rehabilitation chemicals				
Teardown & cleanup				
			Est. Total	

Before submitting bid, access to the well sight is available for visit.

Gregory Burden
Superintendent of Public Works



TOWN OF CHENANGO

WATER, SEWER AND PARKS DEPARTMENT
Greg Burden, Superintendent of Public Works

1529 NYS Rt. 12 Binghamton,
NY 13901 (607)648-4809 ext 7
Fax: (607) 648-8519
water@townofchenango.com

3/1/2023

TO: Town Board

RE: Ventrac replacement

The Public Works dept. was tasked to do a replacement/purchase plan's for equipment. The Ventrac mower/sidewalk snow removal machine is due to be upgraded again this year. This is on a 2-year replacement plan to keep maintenance costs down.

Attached you will see the quoted price of \$6500.00 this includes a one-time charge for a new model.

This was a budgeted expense from lines:

A5410.200 (Sidewalks)

A7020.200 (Parks & Rec)

A7110.200 (Parks)

This will be purchased off NYS Source well Contract # 03121-TTC

Thank You
Greg Burden

4520

TRACTOR



- 30+ Attachments
- All Wheel Drive
- Ventrac Mount System
- Flex Frame Design
- Commercial Duty Construction
- Light Footprint

4520 TRACTOR

Model Comparison	4520K VANGUARD Big Block	4520P KAWASAKI DFI	4520Y KUBOTA Diesel	4520Z KUBOTA
Stock Codes	39.51130	39.51207	39.51209	39.51208
Accessory Kit: Front fenders, foot pegs, 4 rear weights, weight transfer	Optional	Standard	Standard	Standard

Engines				
Engine	Vanguard M54	Kawasaki FD851D DFI	Kubota D902	Kubota WG972-GL
Max Operating Speed	3600 rpm	3600 rpm	3600 rpm	3600 rpm
Horsepower	31	31	25	32.5
Peak Torque	47 ft lb	47 ft lb	42 ft lb	51 ft lb
Displacement	896cc	824cc	898cc	962cc
Cylinders	2	2	3	3
Engine Oil	Ventrac Full Synthetic 10W30			
Cooling	Air	Liquid	Liquid	Liquid
Fuel Type	Gasoline	Gasoline	Diesel	Gasoline
Fuel Capacity	6 gal	6 gal	6 gal	6 gal
Fuel Economy ^{^^}	1.6 gal/hr	1.2 gal/hr	1.1 gal/hr	1.5 gal/hr (gas)
Slope Rating (continuous/intermittent)	25°/30°	30°/30°	20°/30°	20°/30°
Alternator	50 Amp	30 Amp	60 Amp	60 Amp

Dimensions				
Weight with standard hitch	*1385 lb (628 kg)	1620 lb (735 kg)	1705 lb (773 kg)	1690 lb (767 kg)
Weight with accessories kit	1610 lb (730 kg)	N/A	N/A	N/A
Weight with 3-point hitch	1690 lb (767 kg) w/ accr kit	1700 lb (771 kg)	1785 lb (810 kg)	1770 lb (803 kg)
Length with standard hitch (ROPS up)	81.5 inches (207 cm)			
Length with 3-point hitch	92 inches (234 cm)			
Width	48.5 inches (123 cm)			
Width with wheel extensions	54.5 inches (138.5 cm)			
Width with duals	73 inches (185.5 cm)			
Wheelbase (front axle to rear axle)	45 inches (114 cm)			
Height (ROPS up)	68 inches (173 cm)			
Height (ROPS down)	54 inches (137 cm)			
Turning Radius (single tires, standard position)	39 inches (99 cm)			
Turning Radius (position 2)	54 inches (137 cm)			
Turning Radius (position 3)	68 inches (173 cm)			
Oscillation amount (@ wheel)	7.5 inches (19 cm)			
Ground Clearance	5 inches (13 cm)			

^{^^} Fuel Economy tested with HM602 mower for comparison purposes.
Application conditions & attachment will affect fuel economy.

All specifications subject to change without notice or obligation



The Ventrac 4520 tractor was built with you in mind. From the advanced electrical system, redesigned frame, more safety and comfort features; the 4520 offers the reliable performance, astounding versatility and comfortable handling you have come to expect.

Like all Ventrac tractors, the 4520 utilizes All Wheel Drive and an articulating chassis with a low center of gravity to provide superior traction, braking, stability, and security on tough terrain and slopes without disturbing turf when turning.

Over 30 Ventrac Mount Attachments

Choose from over 30 professional grade Ventrac Mount attachments to transform your Ventrac into a productivity powerhouse. This incredibly rugged and dependable machine is a wise business investment for golf courses, schools and universities, parks, street maintenance departments, commercial mowing services, contractors, wineries, farms, property management associations, estate owners and anyone needing one machine to do it all.

STANDARD FEATURES

- Pre-Wired Plug & Play Wiring Harness
- Premium Comfort Seat
- Advanced Electronic Instrument Panel
- 6 Function Warning Gauge & Alarm
- Conveniently Located PTO Belt Tensioner
- On-board Diagnostic System
- Sealed Electrical System
- Thermostatically Controlled Oil Cooler
- Battery Disconnect Switch with Circuit Breaker
- Automotive Style Parking Brake
- Universal PTO Switch
- S.D.L.A. Operator Controls
- Weight Transfer System*
- *Optional on 4520K, standard on other 4520 Models
- USB Charger

Optional Accessories:

- Turf Tires, Chains
- Category 1 3-Point Hitch
- Cold Weather Cab
- Additional Lighting & Signaling Packages
- Electrical Power Outlets
- Digital Slope Indicator
- Dual Wheel or Wheel Extensions for Slope

Visit www.ventrac.com/accessories for full list.



4520 TRACTOR (cont.)

Electrical

Battery	475 CCA (Group 51R)
Voltage	12 volts
Battery Disconnect	Standard, with 150A System Circuit Breaker
Fuses	Sealed, Mini Fuse and J-Case styles

Drivetrain

Hydraulic Pump	Danfoss DDC-20
Pump Drive	Direct Drive (Double U-Joint Drive-shaft)
Hydraulic Motors	MPIM
Transaxles	Peerless 2600 series
Axles	Peerless 40mm (forged) with integrated forged hub
Hydraulic Oil Cooler	Aluminum w/ Thermostatically controlled Electric Fan
Hydraulic Oil Filter (Suction)	25 micron
Hydraulic Oil Filter (Pressurized)	10 micron

Hitch and PTO

Front Hitch	Ventrac Mount System
Electric PTO clutch with Brake	Ogura GT3.5 (250 ft lb)
Rear Hitch	2 inches Receiver
3-Point Hitch	Optional Category 1 3-Point Hitch

Tires

Standard (All Terrain)	22x12-8
Optional Turf	22x11-10

Travel Speed (F/R)

Low Range	5 mph forward / 4 mph reverse
High Range	10 mph forward / 8 mph reverse

Instruments, Gauges, and Alarm

Gauges	Tachometer, Speedometer, Hour Meter, Engine Temperature (liquid cooled engines only), Fuel Level, Volt Meter
Indicator Lights ^ Activates Audible Alarm	Parking Brake, Engine High-Temp^, Hydraulic Oil High Temp^, Low Voltage^, Low Oil Pressure^
Switches	Key, PTO, and Lights

Lights

Head Lights	(4) LED 1000 Lumen
Tail Lights	(2) Red LED Lights

Controls

Forward Reverse	S.D.L.A. (Speed, Direction, Lift, and Auxiliary) Handle; Optional Foot Pedal
Attachment Lift	S.D.L.A. (Primary Handle)
Auxiliary Hydraulics	S.D.L.A. (Secondary Handle)
Throttle	Dash Mounted
Front Hitch Lock	Column Mounted (Accessible from Seat)
PTO Belt Tensioner	Front Mounted, Automatic Tension Controlled
Weight Transfer	5 position
High/Low Range	Single Lever, Column Mounted
3 Pt Controls (Optional)	Lift + 2 sets of Auxiliaries
Steering	Power Steering

Other Features

Tool Box	Optional
Cup Holder	Standard
Seat	Deluxe High Back Seat (arm rests and suspension seat optional)

ROPS

Folding ROPS	Standard
Heavy Duty Off-Road Seat Belt	Standard

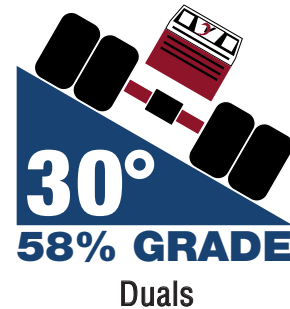
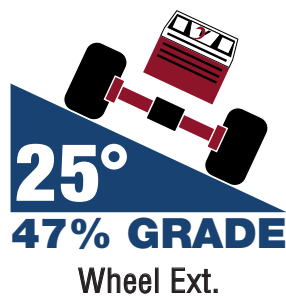
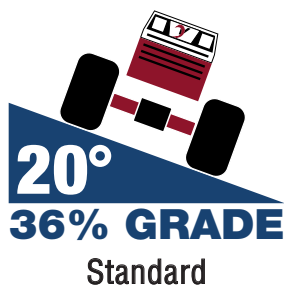
All specifications subject to change without notice or obligation



Max Slope Rating (in any direction)

	Single Tires	Wheel Extensions	Dual Wheels
4520* w/Front Attachment (unless specified otherwise below)	20°	25°	30°
4520 w/Cab	10°	10°	Not Recommended
4520 w/Spreader	10°	10°	Not Recommended
4520 w/RV602	10°	10°	15°
4520 w/KH500	5°	Not Recommended	Not Recommended
4520 w/MA900	10°	10°	18°

*Attachments, accessories, and tire configuration may reduce the 4520 power unit's maximum angle of operation. Refer to applicable operator manuals for maximum angle of operation of equipment.



ENGINE RATINGS

Model #	4520K	4520P	4520Y	4520Z
Engine	B&S Vanguard Model 54	Kawasaki FD851D	Kubota D902	Kubota WG972-GL
Fuel	Gas	Gas (DFI)	Diesel	Gas
Max Slope Intermittent Use***	30° (58%)^	30° (58%)	30° (58%)^	30° (58%)^
Max Slope Continuous Use***	25° (47%)	30° (58%)	20° (36%)	20° (36%)

*** For slope operation over 20°, Wheel Extensions are required for up to 25° or Dual Wheels are required for up to 30°



Digital Slope Gauge
Recommended for operation on slopes.



Intermittent Use Defined

^ The engine may operate between 20° and 30° for up to 10 minutes. If 10 minutes is reached, the engine must be returned to 20° or less to assure proper oil lubrication. After returning to 20° or less, the intermittent cycle can be repeated. The 4520P Kawasaki DFI engine is rated for 30° continuous operation and does not have this requirement.

All specifications subject to change without notice or obligation







Pricing Quote

Quote #: 68741-1002
Contract #: 031121-TTC

Date Quoted: March 1, 2023
Quote Expires: March 31, 2023

Prepared For:

Town of Chenango

Prepared By:

CNY Farm Supply
Mike Trerotola
3865 US Rt. 11
Cortland, NY 13045
Phone: 6073454583

Thank you for the opportunity to quote the following Ventrac product(s) for your review. I have added the items that we feel would best serve your needs. Please feel free to contact me with any questions.

QTY	Model #	Description	Sourcewell	Total
1	4520Z (39.51215)	Ventrac Tractor: KN, 4520Z Kubota WG972-GL <i>Included Standard: Weight Transfer, SDLA Hand Controls, 4 Rear Weights, Front Fenders, Foot Pegs</i>	26,325.20	26,325.20
			Subtotal	26,325.20
				DISCOUNTS
			Other Discount: 2021 4500Z trade	-21,825.20
				CHARGES
			Other Charge: 4520 one time model upcharge	+2,000.00
			TOTAL USD \$	6,500.00

Notes:

Sourcewell Contract 031121-TTC



SIGNATURE

DATE

3/08/2023 Town Board Meeting



106 Main Street
Suite #4
Windsor, NY 13865
607.760.6545
alex@urdaengineering.com

Department Head
Engineering



From: Alex Urda, P.E. – Engineer for the Town

DISCUSSION ITEMS: My apologies for having to miss the last meeting.

1. Wastewater Conveyance and Treatment Improvements Project:
 - a. 3rd Party Estimating
Trophy Point completed revisions to the two estimates. I will email them directly.
 - b. 3rd Party Technical Review – RFP (4th round)
Wendel contract is pending Town/legal review and approval.
 - c. Project Budget Summary: Provided for Bonding consideration last meeting.
See attached again. I have added inflation costs projected which may be incurred for a 9 month difference in construction start between Trophy Point's projected date of July 2023, to a likely Spring 2024 start pending B&L contract amendment award, etc.

I am basing inflation at 8% as an average value from 2022 going into 2023.

This is an increase from \$45.5M to ~\$48.1M for an added 9 months until actual work starts.

2. DPW
 - a. Exit 6 Watermain Design Proposal.
I still have a single proposal from a local firm. Two other firms declined relative to lack of time in schedules for months to come. I am pursuing another quote, but would the Board want the single estimate (technically for design services multiples are not required).
 - b. Water/Sewer Generators Design Proposal.
As previously noted I requested proposals from 3 local firms and all declined to submit. I attempting to get other parties involved in the proposals.

3. Highway: Frederick Road proposal. I have not received the Keystone proposal yet.

4. Other?

End.

PROJECT BUDGET SUMMARY
TOWN OF CHENANGO WASTEWATER PROJECTS

A. URDA
3/2/2023

Cost Type	Cost Description	Contractor Name	Contract Amount	Basis
Construction	Contract 1	TBD	\$ 27,235,809.00	Trophy Point 2023 Estimate plus allowances
	Contract 2	TBD	\$ 10,317,224.00	Trophy Point 2023 Estimate plus allowances
Engineering	Base Contract	Barton & Loguidice D.P.C.	\$ 2,750,000.00	Contract
	Amendment 1	Barton & Loguidice D.P.C.	\$ 23,500.00	Contract amendment
	Amendment 2	Barton & Loguidice D.P.C.	\$ -	Contract amendment
	Amendment 3	Barton & Loguidice D.P.C.	\$ 710,700.00	Pending Contract amendment..added 15% per B&L
Town Engineering	Administrative Consulting	Urda Engineering, PLLC	\$ 47,000.00	Per Urda (June 1, 2022 EFC correspondence)
Bond Counsel	Bond Counsel	Hawkins, Delafield & Wood, LLP	\$ 45,000.00	Needs Review for possible updates
Local Counsel	Local Counsel	Coughlin & Gerhart, LLP	\$ 65,000.00	Increased from \$55,000 per review with KC
Financial Advisor	Financial Services	Municipal Solutions, Inc.	\$ 40,000.00	Needs Review for possible updates
Estimator	Estimating	Trophy Point	\$ 30,000.00	Contract
Consulting Engineer	3rd Party Technical Review	Wendel	\$ 45,000.00	Pending Contract
Inflate Costs Monthly at \$250k (~8%) between TP estimate time start date and likely start date (Spring 2024)			\$ 2,250,000.00	9 months +/-
Other	Miscellaneous	TBD	\$ 111,000.00	EFC placeholder is \$20K, B&L had maintained +/--\$111k
Subtotal:			\$ 43,670,233.00	All items above
Contingency (~10%)			\$ 4,367,023.00	(Rounded to nearest dollar)
TOTAL PROJECT AMOUNT FOR BONDING			\$ 48,037,256.00	

RESOLUTION NO. _____

RESOLUTION APPROVING ABSTRACT NO. 4

At a regular meeting of the Town Board of the Town of Chenango, held on the 8th day of March 2023, the following resolution was offered and seconded:

RESOLVE to pay the attached and incorporated herein Abstract of Bills. Abstract 4, dated March 1, 2023.

General Fund - Voucher Nos. 94-136; Check Nos. 5797-5829 totaling the sum of \$75,750.94.

Highway Fund - Voucher Nos. 49-60; Check Nos. 1972-1983, totaling the sum of \$20,807.15.

Water Fund - Voucher Nos. 21-27; Check Nos. 1917-1923 totaling the sum of \$11,330.50.

Sewer Fund - Voucher Nos. 39-50; Check Nos. 2336-2345 totaling the sum of \$13,331.70.

Special Districts – Voucher Nos. 5; Check Nos. 1202 totaling the sum of \$4,479.93.

Capital Projects – Voucher Nos. 2; Check Nos. 1106 totaling the sum of \$280.00.

Trust & Agency – Voucher Nos. 63; Check Nos. 1481 totaling the sum of \$5,000.00,

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 8th day of March, 2023. Said resolution was adopted by the following roll call vote:

Jo Anne Klenovic, Supervisor	_____
Dave Johnson, Councilperson	_____
Kevin Worden, Councilperson	_____
Gene Hulbert, Councilperson	_____
Jim DiMascio, Councilperson	_____

Town of Chenango Seal

Dated: March 8, 2023

Lizanne Tiesi-Korinek
Town Clerk, Town of Chenango

ABSTRACT OF AUDITED VOUCHERS

GENERAL FUND - TOWNWIDE

TOWN OF CHENANGO

Page 1 of 3

COUNTY, NEW YORK

DATE OF AUDIT: 03/01/2023

NUMBER 004

TOTAL CLAIMS: \$75,750.94

To the Supervisor:

I certify that the vouchers listed on this Abstract were audited by the Town Board on the above date and allowed in the amounts shown. You are hereby authorized to pay to each of the claimants the amount opposite their name.

3/1/2023
Date


Town Clerk/Comptroller

Voucher #	Claimant/Invoice/Description	Account #	Amount	Check
94	ALEXANDER N. URDA 829/Services for Zoning Map	A1440.400	3,894.80	5797 03/02/2023
95	ALEXANDER N. URDA 824/Monthly Engineering Charges for Town- 3/23	A1440.400	3,250.10	5797 03/02/2023
96	ALEXANDER N. URDA 828/Wolfe Park Culvert Repl.- Eng. Assistance	A1440.400	1,081.50	5797 03/02/2023
97	ALLSEASONS TEXTILE SERVICESINC 997450/Rubber Mats & Rags for Town Hall	A1620.400	117.75	5798 03/02/2023
98	BERT ADAMS DISPOSAL 32F00458/Town Hall Dumpster Service- 2/2023	A1620.400	359.51	5799 03/02/2023
99	Director of OMB 2002-0001/Structural Steel for bridge @ Wolfe Park	A7110.201	7,000.00	5805 03/02/2023
100	OFFICE OF BUDGET & MGMT. 1.1.2023/4th QTR Dog Shelter billing	A3510.410	4,113.71	5819 03/02/2023
101	CINTAS FIRST AID & SAFETY 8406133763/Serviced medicine cabinet @ Sewer Plant	A1620.400	133.14	5801 03/02/2023
101	CINTAS FIRST AID & SAFETY 8406133761/Serviced medicine cabinet @ Highway Garage	A1620.400	133.44	5801 03/02/2023
101	CINTAS FIRST AID & SAFETY 8406133764/Serviced medicine cabinet @ Town Hall	A1620.400	191.85	5801 03/02/2023
101	CINTAS FIRST AID & SAFETY 8406133762/Serviced medicine cabinet @ Parks Dept.	A1620.400	99.42	5801 03/02/2023
102	COSTELLO, COONEY & FEARON PLLC 253880/Services rendered - Zone Change - 1/23	A1420.401	66.50	5802 03/02/2023
103	COUGHLIN & GERHART, LLP 300131417/Legal Services for General Matters - 12/31/22	A1420.400	9,000.00	5803 03/02/2023
104	COUGHLIN & GERHART, LLP 300131419/Legal Services - Tax Assessment 12/31/22	A1420.400	240.00	5803 03/02/2023
105	COUGHLIN & GERHART, LLP 300131420/Legal Services for FOILS - 12/31/22	A1420.400	540.00	5803 03/02/2023
106	COUGHLIN & GERHART, LLP 300131421/Legal Services for Labor - 12/31/22	A1420.400	100.00	5803 03/02/2023
107	COUGHLIN & GERHART, LLP 300133050/Legal Services for General Matters - 1/2023	A1420.400	9,500.00	5803 03/02/2023

ABSTRACT OF AUDITED VOUCHERS

GENERAL FUND - TOWNWIDE

TOWN OF CHENANGO

Page 2 of 3

COUNTY, NEW YORK

DATE OF AUDIT: 03/01/2023

NUMBER 004

TOTAL CLAIMS: \$75,750.94

Voucher #	Claimant/Invoice/Description	Account #	Amount	Check
108	COUGHLIN & GERHART, LLP 300133051/Legal Services for Borrowing - 1/2023	A1420.400	625.00	5803 03/02/2023
109	COUGHLIN & GERHART, LLP 300133052/Legal Services for FOILS - 1/2023	A1420.400	2,925.00	5803 03/02/2023
110	COUGHLIN & GERHART, LLP 300133053/Legal Services for Labor - 1/2023	A1420.400	960.00	5803 03/02/2023
111	DELTA ENGINEERS, ARCHITECTS & 1/Professional Services - 10/2/22-10/29/22	A7110.201	1,070.00	5804 03/02/2023
112	EASTERN MANAGED PRINT NETWORK IN3735970/Contract rate for 2/20/23-3/19/23 copier	A1670.400	119.01	5806 03/02/2023
113	ED & ED 883122/Two boxes of double tapes for mail machine	A1670.400	94.73	5807 03/02/2023
114	ELW TREE 33/Removal spruce trees & stumps- Kattelville cemeter	A8810.400	4,200.00	5808 03/02/2023
115	FIRSTLIGHT 13368671/Town Hall Phones, Fax & Internet	A1620.400	825.55	5809 03/02/2023
115	FIRSTLIGHT 13601672/Town Hall Phones, Fax & Internet	A1620.400	838.25	5809 03/02/2023
116	GANNETT CENTRAL NY NEWSPAPERS 5597023/Public Hearing ZBA 431 Brotzman Rd.	A1670.400	60.11	5810 03/02/2023
116	GANNETT CENTRAL NY NEWSPAPERS 5599740/Public Hearing Town Board Moratorium	A1670.400	55.25	5810 03/02/2023
117	Gavin Stiles 2/15/23/Reimb. Training Class in Sidney	A8020.400	35.00	5811 03/02/2023
117	Gavin Stiles 2/28/23/Reimb. SToba 2023 Membership	A8020.400	40.00	5811 03/02/2023
118	HANCOCK ESTABROOK LLP 480384/Legal Services rendered through January 2023	A1420.401	1,312.50	5812 03/02/2023
119	IRR SUPPLY CENTER 41365480-00/10" round end cap to fix duct work in shop	A1620.400	13.89	5813 03/02/2023
120	LOWES 09177/Parts to repair toilet in School House Museum	A1620.400	47.16	5814 03/02/2023
120	LOWES 11937/Parts to repair ladies rm toilet & mouse traps	A1620.400	29.99	5814 03/02/2023
121	Marriott Syracuse Downtown 04.22.23.Conference/NYSTCA Conference- Hotel for K. Rudy	A1410.400	810.00	5816 03/02/2023
122	MAUS ENGRAVING 5108/2 Name Plates	A1620.400	31.00	5815 03/02/2023
123	NYSEG 1901-0000-677-G-2.2023/Town Hall accounts w/ misc. fee	A1620.400	5,161.16	5818 03/02/2023
123	NYSEG 1901-0000-677-G-2.2023/Kattelville Road Traffic Light	A3310.400	30.15	5818 03/02/2023

ABSTRACT OF AUDITED VOUCHERS

GENERAL FUND - TOWNWIDE

TOWN OF CHENANGO

Page 3 of 3

COUNTY, NEW YORK

DATE OF AUDIT: 03/01/2023

NUMBER 004

TOTAL CLAIMS: \$75,750.94

Voucher #	Claimant/Invoice/Description	Account #	Amount	Check
123	NYSEG 1901-0000-677-G-2.2023/General Town Street Lights	A5182.400	2,116.87	5818 03/02/2023
124	NYS TOWN CLERKS ASSOCIATION 04.22.23.conferenceNYSTCA Conference 4/23/23-4/26/23 Rudy	A1410.400	180.00	5817 03/02/2023
125	Schaefer Enterprises 24091/Stone & Rip Rap for Wolfe Park	A7110.201	2,012.14	5825 03/02/2023
126	SENTRY ALARMS, LLC 494663/Repair- Fire Panel stuck in drill mode	A1620.400	435.00	5820 03/02/2023
126	SENTRY ALARMS, LLC 494420/Commercial Digital Monitoring for 3/1 - 2/29/24	A1620.400	606.00	5820 03/02/2023
127	CHARTER COMMUNICATIONS 75160022023/Phones, Fax & Internet for Town Hall	A1620.400	129.97	5800 03/02/2023
128	STAPLES BUSINESS ADVANTAGE 3530415003/Clorox Disinfectant Wipes	A1660.400	63.60	5821 03/02/2023
128	STAPLES BUSINESS ADVANTAGE 3530137295/Facial Tissues	A1660.400	35.98	5821 03/02/2023
128	STAPLES BUSINESS ADVANTAGE 3530414999/Letter size manila folders	A1660.400	25.02	5821 03/02/2023
128	STAPLES BUSINESS ADVANTAGE 3530415002/Lift-off tape for wheelwriter	A1660.400	50.28	5821 03/02/2023
128	STAPLES BUSINESS ADVANTAGE 3530414996/Acer 24" HD monitor for Hwy.	A5010.400	129.99	5821 03/02/2023
128	STAPLES BUSINESS ADVANTAGE 3530414997/Monitor Mount & Stand	A5010.400	46.43	5821 03/02/2023
129	STEEL SALES, INC 231402/Plastic pipes & bands	A8540.400	6,167.50	5822 03/02/2023
130	SUN Environmental Corp. IN003727/Disposal of Oily Sludge from Oil/Water Seperator	A1620.400	1,844.50	5823 03/02/2023
131	SYRACUSE TIME & ALARM CO. INC 150752/Ann. billing for test & insp. service agreement	A1620.400	870.00	5824 03/02/2023
131	SYRACUSE TIME & ALARM CO. INC 150575/Service to Assessor's Door	A1620.400	324.02	5824 03/02/2023
132	UNITED OCC. MEDICINE 206108/Drug Testing	A3989.400	40.00	5827 03/02/2023
133	ULINE 160264312/Red, white & blue circle tags	A7110.201	149.06	5826 03/02/2023
134	USA BLUEBOOK 278448/Textured Latex cleaning Gloves w/ shpg	A1620.400	215.74	5828 03/02/2023
135	WILLIAMSON LAW BOOK CO. 195405/Ordinance Code software for 2023	A8020.400	1,150.00	5829 03/02/2023
136	STAPLES BUSINESS ADVANTAGE 350921164/Time Cards	A1660.400	53.37	5821 03/02/2023

ABSTRACT OF AUDITED VOUCHERS

HIGHWAY - TOWNWIDE FUND

TOWN OF CHENANGO

Page 1 of 2

COUNTY, NEW YORK

DATE OF AUDIT: 03/01/2023

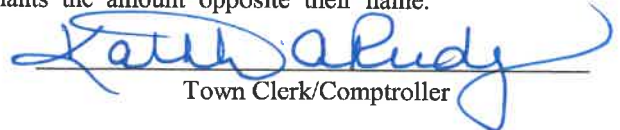
NUMBER 004

TOTAL CLAIMS: \$20,807.15

To the Supervisor:

I certify that the vouchers listed on this Abstract were audited by the Town Board on the above date and allowed in the amounts shown. You are hereby authorized to pay to each of the claimants the amount opposite their name.

3/1/2023
Date


Town Clerk/Comptroller

Voucher #	Claimant/Invoice/Description	Account #	Amount	Check
49	Allegiance Trucks Binghamton X812005607:01/Connectors for # 11	DA5130.400	22.55	1972 03/02/2023
49	Allegiance Trucks Binghamton X812005446:01/Light Switch to # 11 and stock	DA5130.400	57.20	1972 03/02/2023
50	Auto Zone 4702673880/Electrical connectors for truck # 14 repair	DA5130.400	80.93	1973 03/02/2023
51	COOK BROS. TRIPLE CITIES TRUCK 1805334/Def fluid and stock fittings	DA5130.400	263.30	1974 03/02/2023
51	COOK BROS. TRIPLE CITIES TRUCK 1798109/3 stud medti pack to # 14	DA5130.400	37.69	1974 03/02/2023
51	COOK BROS. TRIPLE CITIES TRUCK 1804770/Hydraulic lines to # 13	DA5130.400	172.81	1974 03/02/2023
51	COOK BROS. TRIPLE CITIES TRUCK 1782108/Fittings to # 7	DA5130.400	28.08	1974 03/02/2023
52	CROSSROADS HIGHWAY SUPPLY, INC. 23537/1 x 8 x 72 Plow blades	DA5142.400	1,083.00	1975 03/02/2023
53	FINGER LAKES CASTLE 865428/Brake life for Vehicles	DA5130.400	53.90	1976 03/02/2023
54	KIMBALL MIDWEST 100751247/Wires, connectors, tapes & terminals - repairs	DA5130.400	631.96	1977 03/02/2023
55	Polsinello Lubricants 115665/15W40 and hydraulic fluid	DA5130.400	2,285.69	1978 03/02/2023
56	Southworth-Milton, Inc. INV2838070/OIL PAN TO # 19a	DA5130.400	56.73	1979 03/02/2023
56	Southworth-Milton, Inc. INV2839058/BOIL FOR STOCK	DA5130.400	2.68	1979 03/02/2023
57	TALLMADGE TIRE OF BINGHAMTON 1-100329/Replacement loader tires	DA5130.400	4,400.00	1980 03/02/2023
58	TNR REPAIR LLC 2431/Repairs to the jake solenoids in # 13	DA5130.400	1,295.41	1981 03/02/2023
59	TRI-CITY HIGHWAY PRODUCTS, INC 32057/Snow sand delivered to Br. Co. Highway	DA5142.400	1,403.59	1982 03/02/2023
59	TRI-CITY HIGHWAY PRODUCTS, INC 32056/Snow sand delivered to Br. Co. Highway	DA5142.400	1,352.28	1982 03/02/2023

ABSTRACT OF AUDITED VOUCHERS

HIGHWAY - TOWNWIDE FUND

TOWN OF CHENANGO

Page 2 of 2

COUNTY, NEW YORK

DATE OF AUDIT: 03/01/2023

NUMBER 004

TOTAL CLAIMS: \$20,807.15

Voucher #	Claimant/Invoice/Description	Account #	Amount	Check
59	TRI-CITY HIGHWAY PRODUCTS, INC 32052/Snow sand delivered to Br. Co. Highway	DA5142.400	2,145.15	1982 03/02/2023
59	TRI-CITY HIGHWAY PRODUCTS, INC 32054/Snow sand delivered to Br. Co. Highway	DA5142.400	656.03	1982 03/02/2023
59	TRI-CITY HIGHWAY PRODUCTS, INC 32051/Snow sand delivered to Br. Co. Highway	DA5142.400	1,759.98	1982 03/02/2023
59	TRI-CITY HIGHWAY PRODUCTS, INC 32053/Snow sand delivered to Br. Co. Highway	DA5142.400	1,805.19	1982 03/02/2023
60	VIKING CIVES USA 4522850/Plow pieces	DA5142.400	1,213.00	1983 03/02/2023

ABSTRACT OF AUDITED VOUCHERS

WATER OPERATING

TOWN OF CHENANGO

Page 1 of 1

COUNTY, NEW YORK

DATE OF AUDIT: 03/01/2023

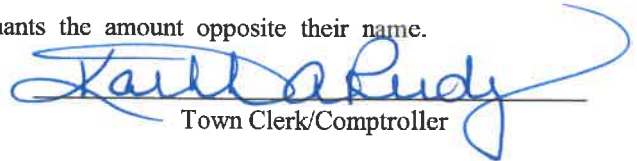
NUMBER 004

TOTAL CLAIMS: \$11,330.50

To the Supervisor:

I certify that the vouchers listed on this Abstract were audited by the Town Board on the above date and allowed in the amounts shown. You are hereby authorized to pay to each of the claimants the amount opposite their name.

3/1/2023
Date


Town Clerk/Comptroller

Voucher #	Claimant/Invoice/Description	Account #	Amount	Check
21	AMREX CHEMICAL CO., INC. 240507/Hypochlorite Solution	F8330.400	177.10	1918 03/02/2023
21	AMREX CHEMICAL CO., INC. 109215/Credit for Cube Deposit	F8330.400	-40.00	1918 03/02/2023
21	AMREX CHEMICAL CO., INC. 240506/Hypochlorite Solution	F8330.400	382.60	1918 03/02/2023
22	A & P Certified Testing LLC 13177/Antenna for LC5000 preamp transmitter	F8340.400	135.00	1917 03/02/2023
23	BROOME BITUMINOUS PRODUCTS 61693/Cold Patch for water break on Wallace	F8340.400	169.08	1919 03/02/2023
24	MICROBAC LABS, INC. P23005084/Water Quality Parameters	F8320.400	124.28	1920 03/02/2023
25	NYSEG 1901-0000-677-W-2.2023/All town Water accounts	F8320.400	3,974.29	1921 03/02/2023
26	USA BLUEBOOK 278448/Mesh Vests - Lime	F8340.400	108.15	1922 03/02/2023
27	VALLEY WATER SERVICES, LLC 25429/Mineral Tanks & Sediment filters	F8320.200	4,500.00	1923 03/02/2023
27	VALLEY WATER SERVICES, LLC 25429/Hourly Labor	F8320.400	1,800.00	1923 03/02/2023

ABSTRACT OF AUDITED VOUCHERS

SEWER OPERATING

TOWN OF CHENANGO

Page 1 of 1

COUNTY, NEW YORK

DATE OF AUDIT: 03/01/2023

NUMBER 004

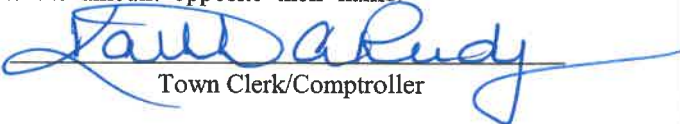
TOTAL CLAIMS: \$13,331.70

To the Supervisor:

I certify that the vouchers listed on this Abstract were audited by the Town Board on the above date and allowed in the amounts shown. You are hereby authorized to pay to each of the claimants the amount opposite their name.

3/1/2023

Date


Town Clerk/Comptroller

Voucher #	Claimant/Invoice/Description	Account #	Amount	Check
39	BERT ADAMS DISPOSAL 32H0074/Dumpster service @ 1298 Front Street	G8130.400	896.00	2336 03/02/2023
40	BERT ADAMS DISPOSAL 32F00460/Dumpster Service - 1256 Front Street	G8130.400	78.17	2336 03/02/2023
40	BERT ADAMS DISPOSAL 32F00459/Dumpster Service @ 1250 River Road	G8130.400	78.68	2336 03/02/2023
41	BOB MURPHY, INC. 40090/Perf Plate 23 lb for NG WWTP	G8130.200	1,051.80	2337 03/02/2023
41	BOB MURPHY, INC. 40090/Labor	G8130.400	1,150.00	2337 03/02/2023
42	BODEK SEPTIC & EXCAVATING 4520/Septic Pump - Chenango Heights	G8130.400	1,100.00	2338 03/02/2023
42	BODEK SEPTIC & EXCAVATING 4516/Septic Pump - Chenango Heights	G8130.400	1,100.00	2338 03/02/2023
43	DIEKOW ELECTRIC, INC. 4139/Wired 3 pumps @ NG WWTP	G8130.400	840.00	2340 03/02/2023
44	FRONTIER(60764864321107004) 110700-4-2.16-3.12/Pennview WWTP Phone	G8110.400	56.32	2341 03/02/2023
45	MICROBAC LABS, INC. P23006175/NG WWTP Total Suspended Solids	G8130.400	310.06	2342 03/02/2023
46	MICROBAC LABS, INC. P23006053/Salmonella	G8130.400	102.50	2342 03/02/2023
47	MR. ROOTER 93145106/Video camera & locate clean-out - Hillside Dr.	G8120.400	285.00	2343 03/02/2023
48	NYSEG 1901-0000-677-S.2.2023/General Sewer Accounts	G8120.400	2,607.12	2344 03/02/2023
48	NYSEG 1901-0000-677-S.2.2023/Accounts for WWTPs	G8130.400	3,229.02	2344 03/02/2023
49	CHARTER COMMUNICATIONS 143749601021423/NG WWTP Internet & Phones	G8110.400	219.97	2339 03/02/2023
50	USA BLUEBOOK 278448/Mesh Vests - Lime	G8120.400	108.15	2345 03/02/2023
50	USA BLUEBOOK 268764/Raw Edge V-Belt w/ Freight	G8130.400	118.91	2345 03/02/2023

ABSTRACT OF AUDITED VOUCHERS

LIGHT DISTRICT

Page 1 of 1

TOWN OF CHENANGO

COUNTY, NEW YORK

DATE OF AUDIT: 03/01/2023

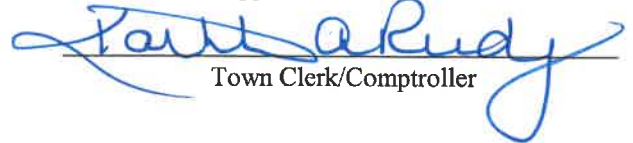
NUMBER 004

TOTAL CLAIMS: \$4,479.93

To the Supervisor:

I certify that the vouchers listed on this Abstract were audited by the Town Board on the above date and allowed in the amounts shown. You are hereby authorized to pay to each of the claimants the amount opposite their name.

3/1/2023
Date


Town Clerk/Comptroller

Voucher #	Claimant/Invoice/Description	Account #	Amount	Check
5	NYSEG 1901-0000-677-SL-3.2023/Rt. 81 & Nimmonsburg Street Light Accounts	SL5182.400	4,479.93	1202 03/02/2023

ABSTRACT OF AUDITED VOUCHERS

SEWER CONSOLIDATED

TOWN OF CHENANGO

Page 1 of 1

COUNTY, NEW YORK

DATE OF AUDIT: 03/01/2023

NUMBER 004

TOTAL CLAIMS: \$280.00

To the Supervisor:

I certify that the vouchers listed on this Abstract were audited by the Town Board on the above date and allowed in the amounts shown. You are hereby authorized to pay to each of the claimants the amount opposite their name.

3/1/2023
Date


Town Clerk/Comptroller

Voucher #	Claimant/Invoice/Description	Account #	Amount	Check
2	COUGHLIN & GERHART, LLP 300131418/Legal Services - WWTP Project - 12/2022	H2-8110.200	280.00	1106 03/02/2023

ABSTRACT OF AUDITED VOUCHERS

TRUST & AGENCY

TOWN OF CHENANGO

Page 1 of 1

COUNTY, NEW YORK

DATE OF AUDIT: 03/01/2023

NUMBER 004

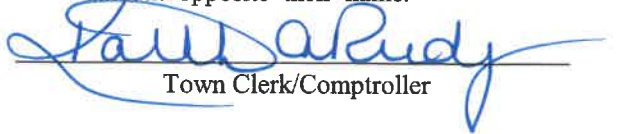
TOTAL CLAIMS: \$5,000.00

To the Supervisor:

I certify that the vouchers listed on this Abstract were audited by the Town Board on the above date and allowed in the amounts shown. You are hereby authorized to pay to each of the claimants the amount opposite their name.

3/1/2023

Date


Town Clerk/Comptroller

Voucher #	Claimant/Invoice/Description	Account #	Amount	Check
63	A.D.BOWMAN & SON LUMBER 2/21/2023/Returning logging road bond- E. Hill & CC Rd.	TA30G	5,000.00	1481 03/02/2023

RESOLUTION NO. _____

**Resolution Adopting Local Law #2-2023 entitled
“A LOCAL LAW AFFECTING A TEMPORARY MORATORIUM WITHIN THE TOWN OF
CHENANGO ON THE DEVELOPMENT AND CONSTRUCTION OF SOLAR ENERGY
CONVERSION SYSTEMS”**

At a meeting of the Town Board of the Town of Chenango, held at Town Hall, 1529 State Route 12, Binghamton, NY on the 8th day of March, 2023, the following resolution was offered and seconded:

WHEREAS, the Town of Chenango scheduled a public hearing for March 8, 2023 at 6:00 p.m. for Local Law No. 2 of 2023 entitled “A LOCAL LAW AFFECTING A TEMPORARY MORATORIUM WITHIN THE TOWN OF CHENANGO ON THE DEVELOPMENT AND CONSTRUCTION OF SOLAR ENERGY CONVERSION SYSTEMS”; and

WHEREAS, notice of said public hearing was duly advertised in the official newspaper of the Town and posted on the Town Clerk’s signboard; and

WHEREAS, said public hearing was duly held at Town Hall, 1529 State Route 12, Binghamton, NY on the 8th day of March, 2023 at 6:00 p.m. and all parties in attendance were permitted an opportunity to speak on behalf of or in opposition to said proposed Local Law, or any part thereof; and

WHEREAS, pursuant to the State Environmental Quality Review Act, it has been determined by the Town Board that adoption of the proposed Local Law constitutes a Type II Action as defined under 6 NYCRR 617.5(33) and (36); and

WHEREAS, the Town Board, after due deliberation, finds it in the best interest of the Town to adopt said Local Law.

NOW, THEREFORE BE IT RESOLVED that the Town Board hereby adopts said local law as Local Law No. 2 of 2023 entitled “A LOCAL LAW AFFECTING A TEMPORARY MORATORIUM WITHIN THE TOWN OF CHENANGO ON THE DEVELOPMENT AND CONSTRUCTION OF SOLAR ENERGY CONVERSION SYSTEMS”; and be it further

RESOLVED that the Town Clerk be and hereby is directed to enter said Local Law in the minutes of this meeting and to give due notice of the adoption of said Local Law to the Secretary of State; and be it further

RESOLVED that this resolution will take effect immediately upon filing with the Department of State.

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 Chenango Town Hall, 1529 State Route 12, Binghamton, New York on 8th day of March, 2023. Said resolution was adopted by the following roll call vote:

Supervisor Jo Anne Klenovic	_____
Councilperson Gene Hulbert Jr.	_____
Councilperson Jim DiMascio	_____
Councilperson David Johnson	_____
Councilperson Kevin Worden	_____

Town of Chenango Seal

Dated: March 8, 2023

Lizanne Tiesi-Korinek
Town Clerk of the Town of Chenango

Town of Chenango

Local Law No. 2 of the Year 2023

A LOCAL LAW AFFECTING A TEMPORARY MORATORIUM WITHIN THE TOWN OF CHENANGO ON THE DEVELOPMENT AND CONSTRUCTION OF SOLAR ENERGY CONVERSION SYSTEMS

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

Section 1. TITLE.

This Local Law shall be known as the “Moratorium on the Development and Construction of Solar Energy Conversion Systems.”

Section 2. AUTHORITY AND INTENT; FINDINGS; PURPOSE.

A. Authority and Intent.

This Local Law is intended to be consistent with and is adopted pursuant to the authority granted to the Town Board of the Town of Chenango under the New York State Constitution and the Laws of the State of New York, including but not limited to the following authorities: New York State Constitution Article IX, § 2 (c); Municipal Home Rule Law §§ 10 and 20 through 27; Statute of Local Governments § 10; and the State Environmental Quality Review Act and its implementing regulations.

This Law is a land use regulation. This Law is intended and is hereby declared to address matters of local concern, and it is declared that it is not the intention of the Town to address matters of statewide concern. This Local Law is intended to act as and is hereby declared to exercise the permissive “incidental control” of zoning and land use law that is concerned with the broad area of land use planning and the physical uses of land within the Town.

B. Findings.

The Town Board hereby finds that it is in the interest of public health, safety and welfare to address, in a careful and thorough manner, the activities prohibited by Section 4 of this Local Law. In order to accomplish this, the Town requires a reasonable period of time to further study the potential impacts, effects, and possible controls over such activities and to consider possible amendments to the Town’s laws and comprehensive plan to address the same.

C. Purpose.

The purpose of the Local Law is to enable the Town of Chenango to stay the construction, operation, and establishment of, and the submission and processing of applications for permits, zoning permits, special permits, zoning variances, building permits, operating permits, site plan approvals, subdivision approvals, certificates of occupancy, certificates of compliance, temporary certificates, and other Town-level land use approvals respecting the activities prohibited by Section 4 of this Local Law, for a reasonable time, so as to allow the Town time to study the potential impacts, effects, and possible controls over such activities and to consider possible amendments to the Town’s laws and comprehensive plan to address the same. The

Town Board finds that a moratorium of six (6) months duration, coupled with an “unnecessary hardship” variance procedure and a provision for the “grandfathering” of legal, pre-existing non-conforming uses, will achieve an appropriate balance of interests between (i) the need to safeguard public health, safety and welfare, as well as the character and other resources of the Town of Chenango; and (ii) the rights of individual property owners.

Section 3. DEFINITIONS.

For purposes of this Local Law, the following terms shall have the meanings respectively set forth below:

PERSON -- Any individual, public or private corporation for profit or not for profit, association, partnership, limited liability company, limited liability partnership, firm, trust, estate, and any other legal entity whatsoever which is recognized by law as the subject of rights and duties.

TOWN -- The Town of Chenango, Cortland County, New York.

TOWN BOARD -- The Town Board of the Town of Chenango.

COMMERCIAL SOLAR ACTIVITIES -- Activities related to the development of energy production through solar power, including but not limited to the placement of solar panels, as well as the placement of supporting and related infrastructure such as transmission lines, substations, *etc.*, where the energy produced is not intended for direct use by the property owner, or credits from the electric utility are not applied directly towards the property owner’s electric bill.

COMMERCIAL SOLAR SUPPORT ACTIVITIES-- Any actions, equipment, fixtures, *etc.*, intended to aid or assist with the development of Commercial Solar Activities.

Section 4. MORATORIUM AND PROHIBITION.

A. From and after the effective date of this Local Law, no application for a permit, zoning permit, special permit, zoning variance (except as contemplated by Section 7 of this Law), building permit, site plan approval, subdivision approval or any other Town-level approval shall be accepted, processed, approved, approved conditionally, or issued for the construction, establishment, use or operation upon any land, body of water, building, or other structure located within the Town any of the following: (i) any Commercial Solar Activities; or (ii) any Commercial Solar Support Activities.

B. From and after the effective date of this Local Law, no Person shall use, cause, or permit to be used, any land, body of water, building, or other structure located within the Town for any of the following: : (i) any Commercial Solar Activities; or (ii) any Commercial Solar Support Activities.

C. This moratorium and prohibition shall be in effect beginning on the effective date of this Local Law and shall expire on the earlier of (i) that date which is six (6) months after said effective date, or (ii) the effective date of a duly enacted repeal of this Local Law.

D. This moratorium and prohibition shall apply to all real property within the Town.

E. Under no circumstances shall the failure of the Town Board or the Town Code Enforcement Officer to take any action upon any application for a permit, zoning permit, special permit, zoning variance, building permit, site plan approval, subdivision approval, or other Town-level approval constitute an approval by default or an approval by virtue of expiration of time to respond to such application.

Section 5. PENALTIES.

A. Compliance Orders. The Code Enforcement Officer is authorized to order, in writing, the remedying of any condition or activity found to exist in violation of this Local Law. If the condition or activity is not remedied after the issuance of a compliance order, then an appearance ticket may be issued as provided hereinafter.

B. Appearance Tickets. The Code Enforcement Officer is authorized to issue appearance tickets for any violation of this Local Law. Any person who violates any provision of this Local Law shall be deemed guilty of a violation and, upon conviction thereof, shall be subject to a fine of not more than \$250 or to imprisonment for not more than 15 days, or both such fine and imprisonment. Each week's continued violation shall constitute a separate, additional violation.

C. Civil Penalty. In addition to those penalties prescribed herein, any person who violates any provision of this Local Law shall be liable to a civil penalty of not more than \$2,500 for each day or part thereof during which such violation continues. The civil penalties provided by this section shall be recoverable in an action instituted in the name of the Town of Chenango.

D. Injunctive Relief. An action or proceeding may be instituted in the name of the Town of Chenango, in a court of competent jurisdiction, to prevent, restrain, enjoin, correct, or abate any violation of, or to enforce, any provision of this Local Law. No action or proceeding described in this subdivision shall be commenced without the appropriate authorization from the Town Board.

E. Remedies Not Exclusive. No remedy or penalty specified in this section shall be the exclusive remedy or penalty available to address any violation of this Local Law. Any remedy or penalty specified in this section may be pursued at any time, whether prior to, simultaneously with, or after the pursuit of any other remedy or penalty specified in this section. In addition to the above-provided remedies, the Town Board may also seek reimbursement to the Town for costs incurred by the Town in identifying and remedying each violation, including but not limited to, reasonable attorney's fees.

Section 6. GRANDFATHERING OF LEGAL, PRE-EXISTING NON-CONFORMING USE.

Notwithstanding any provision hereof to the contrary, any Commercial Solar Activities or Commercial Solar Support Activities that are being conducted in the Town as of the effective date of this Local Law and are in all respects being conducted in accordance with all applicable laws and regulations and in compliance with all valid permits required to be issued by the New York State Department of Environmental Conservation ("DEC") and all other federal, state and local regulating agencies, shall be considered a pre-existing, non-conforming use and shall be allowed to continue, subject, however, to the provisions of this Section.

Any expansion of a lawful, pre-existing nonconforming use shall not be grandfathered under this Section, and instead shall in all respects be prohibited as contemplated by Section 4 hereof. “Grandfathered” and allowed lawful pre-existing uses neither have nor possess any right to expand such non-conforming use, whether above or below ground, and no such right shall be deemed, construed, or implied to exist.

Section 7. HARDSHIP USE VARIANCE.

The Town Board is hereby authorized to accept and review (after public notice and hearing and in accordance with the requirements of law and of this Local Law) requests for a hardship use variance from application of the provisions of this Local Law by any Person aggrieved hereby.

No such use variance shall be granted without a showing by the applicant that applicable regulations and restrictions have caused unnecessary hardship. In order to prove such unnecessary hardship the applicant shall demonstrate that for each and every permitted use under the zoning regulations for the particular district where the property is located: (i) the applicant cannot realize a reasonable return, provided that lack of return is substantial as demonstrated by competent financial evidence; (ii) that the alleged hardship relating to the property in question is unique, and does not apply to a substantial portion of the district or neighborhood; (iii) that the requested use variance, if granted, will not alter the essential character of the neighborhood; and (iv) that the alleged hardship has not been self-created.

In the event a hardship use variance from the provisions of this Local Law is granted to the applicant, the applicant shall be required to comply with all provisions of the Town’s then applicable land use laws and other laws and regulations. The Town Board, in the granting of a hardship use variance, shall grant the minimum variance that it shall deem necessary and adequate to address the unnecessary hardship proved by the applicant, and at the same time preserve and protect the character of the neighborhood and the health, safety and welfare of the community.

Section 8. SEVERABILITY.

If any word, phrase, sentence, part, section, subsection, or other portion of this Local Law, or the application thereof to any person or to any circumstance, is adjudged or declared invalid or unenforceable by a court or other tribunal of competent jurisdiction, then, and in such event, such judgment or declaration shall be confined in its interpretation and operation only to the provision of this Local Law that is directly involved in the controversy in which such judgment or declaration is rendered, and such judgment or declaration of invalidity or unenforceability shall not affect or impair the validity or enforceability of the remainder of this Local Law or the application hereof to any other persons or circumstances. If necessary as to such person or circumstances, such invalid or unenforceable provision shall be and be deemed severed herefrom, and the Town Board of the Town hereby declares that it would have enacted this Local Law, or the remainder thereof, even if, as to particular provisions and persons or circumstances, a portion hereof is severed or declared invalid or unenforceable.

Section 9. SUPERSEDING INTENT AND EFFECT.

It is the specific intent of the Town Board that this Local Law shall supersede any inconsistent provisions of Sections 267, 267-a, 267-b, 274-a, 274-b and 276 of the Town Law of the State of New York, as well as all other inconsistent provisions of local ordinances, local laws, or local resolutions or policies of the Town of Chenango, including but not limited to provisions of the aforementioned state and local laws, ordinances, resolutions or policies that require the approval, or affect a default approval of land use applications within certain statutory time periods.

Section 10. GENERAL PROVISIONS.

A. The Code Enforcement Officer is hereby designated as the enforcement officer for purposes of interpreting and enforcing this Local Law.

B. The section and other headings and titles to clauses and phrases in this Local Law are for convenience only, and shall not be used or construed to limit or define the scope or application of the clauses and phrases so following such headings or titles. Each section of this Local Law, whether in the nature of a preamble or otherwise, is a material part of this Local Law.

Section 11. REMAINDER

Except as hereinabove amended, the remainder of the Code of the Town of Chenango shall remain in full force and effect.

Section 12. 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 13. 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.

239 REVIEW SUBMISSION FORM

BROOME COUNTY PLANNING AND ECONOMIC DEVELOPMENT, PO Box 1766, Binghamton, NY 13902

This referral is made pursuant to the requirements of Section 239 l, m and n of General Municipal Law (GML). Broome County will provide comments within 30 days of the date of receiving a complete application. For info on Broome County's 239 procedures, see our [Guide](http://www.gobroomecounty.com/planning/forms) at www.gobroomecounty.com/planning/forms.

OFFICE USE
DATE REC:

Referring Agency: Town / Village / City of: _____

Legislative Board Planning Board Zoning Board of Appeals (check all that apply)

Meeting Date(s): LB: _____ PB: _____ ZBA: _____ **Public Hearing?** Y N **Date:** _____
You may note additional meeting details in the project description box if necessary.

TYPE OF ACTION (check all applicable):

- Site Plan Review Planned Development
- Area Variance Subdivision Review
- Use Variance Special Use Permit
- Rezoning Zoning Amendment
- Local Law or Zoning Adoption
- Comprehensive Plan Adoption/Amendment
- Other: _____

PROJECT IS LOCATED WITHIN 500 FEET OF THE FOLLOWING:

- Municipal Boundary*
- State/County Park or Recreation Area
- State/County Road
- State/County Drainageway/Watercourse
- Farm Located in an Agricultural District
- State/County-owned land with a public building/institution

HAS THIS PROJECT OR A PRIOR PHASE BEEN SUBMITTED

PREVIOUSLY: Y N 239 # (if known): _____

PROJECT INFORMATION:

Project Name: _____

Project Sponsor/Applicant: _____

Mailing Address: _____

Project Address: _____

Tax Map Number(s): _____

Zoning District: _____

Brief Project Description:

Supporting Documentation Included with this Referral:

- Municipal Application(s)
- Location Map
- Project Narrative
- Complete Site Plan ([See Guide for details](#))
- Subdivision/PUD Plat
- Environmental Assessment Form/EIS
- Stormwater Plan (SWPPP, URRP, Site Plan)
- Special Studies (Traffic/Visual/Envi/Other)
- Relevant Local Law or Zoning Text
- Other: _____

Include all relevant documents for a complete submittal. Leave blank if NA.

State Environmental Review (SEQR) Status:

Type I Type II Unlisted

Determination of Significance:

Positive Dec Negative Dec Not Yet Issued

***Adjacent Municipality:**

Has notice been given pursuant to GML 239-nn, if project is located within 500 feet of an adjacent municipality?

Yes No NA

Adjacent Muni Name: _____

Application Submitted By: Keegan J. Coughlin, Esq. Attorney for the Town of Chenango on _____

Signature

Date

RESOLUTION NO. _____

RESOLUTION CHANGING FEES UNDER CHAPTER 19 FEES

The Town Board of the Town of Chenango, duly convened in Regular Session, March 8, 2023, does hereby RESOLVE as follows:

WHEREAS, the Town of Chenango has certain fees for certain permits set under Chapter 19 of the Town Code of the Town of Chenango; and

WHEREAS, the Town of Chenango sets fees for Building Permits under Chapter 19 pursuant to Section 25-17 of the Town Code of the Town of Chenango which may be changed by Resolution of the Town Board; and

WHEREAS, the Town Board following the recommendation of the Code Department of the Town of Chenango has determined it to be in the best interest of the Town to charge fifty percent (50%) of the original building permit fee for the renewal of expired building permits.

NOW, THEREFORE BE IT RESOLVED by the Town Board of the Town of Chenango that such renewal fee be fifty percent (50%) of the original building permit which has since expired; 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 8th day of March, 2023. Said resolution was adopted by the following roll call vote:

- Supervisor Jo Anne Klenovic _____
- Councilperson David Johnson _____
- Councilperson Gene Hulbert Jr. _____
- Councilperson Kevin Worden _____
- Councilperson Jim DiMascio _____

Town of Chenango Seal

Dated: March 8, 2023

Lizanne Tiesi-Korinek
Town Clerk of the Town of Chenango

RESOLUTION NO. _____

RESOLUTION AUTHORIZING ADVERTISEMENT AND SALARY RANGE FOR SENIOR CLERK POSITION

The Town Board of the Town of Chenango, duly convened in Regular Session, March 8, 2023, does hereby RESOLVE as follows:

WHEREAS, the Town of Chenango has an opening in the Public Works Department at the position of Senior Clerk forthcoming; and

WHEREAS, the Town has reviewed the Civil Service list for such position and there are no qualified list candidates at this time; and

WHEREAS, the Town wishes to advertise for applicants for the position in the annual salary range of \$31,500 – \$33,500; and

WHEREAS, the Town Board of the Town of Chenango finds it in the best interest of the Town to advertise for the position.

NOW, THEREFORE BE IT RESOLVED that the Town Board hereby authorizes Gregory Burden, Public Works Superintendent, to advertise for the position in an amount not to exceed \$500.00 of advertisements; 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 8th day of March, 2023. Said resolution was adopted by the following roll call vote:

Supervisor Jo Anne Klenovic _____
Councilperson David Johnson _____
Councilperson Gene Hulbert Jr. _____
Councilperson Kevin Worden _____
Councilperson Jim DiMascio _____

Town of Chenango Seal

Dated: March 8, 2023

Lizanne Tiesi-Korinek
Town Clerk of the Town of Chenango

RESOLUTION NO. _____

RESOLUTION AUTHORIZING AGREEMENT WITH EFC

The Town Board of the Town of Chenango, duly convened in Regular Session, March 8, 2023, does hereby RESOLVE as follows:

WHEREAS, the Town Board of the Town of Chenango had previously entered into an Agreement with the Environmental Facilities Corporation of New York State (“EFC”) related to Clean Water and Drinking Water State Revolving Funds; and

WHEREAS, EFC has reached out to the Board recommending the refunding of the bonds subject to the Agreement; and

WHEREAS, EFC requires the Town to execute the attached and incorporated herein Closing Certificate and Supplemental Agreement, **Exhibit A**; and

WHEREAS, the Town Board of the Town of Chenango finds it in the best interest of the Town to continue such Agreement.

NOW, THEREFORE BE IT RESOLVED that the Town Board hereby authorizes the Town Supervisor to execute the attached hereto Closing Certificate and Supplemental Agreement; 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 8th day of March, 2023. Said resolution was adopted by the following roll call vote:

Supervisor Jo Anne Klenovic _____
Councilperson David Johnson _____
Councilperson Gene Hulbert Jr. _____
Councilperson Kevin Worden _____
Councilperson Jim DiMascio _____

Town of Chenango Seal

Dated: March 8, 2023

Lizanne Tiesi-Korinek
Town Clerk of the Town of Chenango

UPDATED AS OF MARCH 1, 2023	3.8.23	4.5.23
	3.22.23	4.19.23
<u>PROJECT / DISCUSSION</u>	<u>POTENTIAL AGENDA DATE</u>	<u>ACTION / RESOLUTION</u>
2024 Budget		
a.) Data Processing Salary / Job Description	TBD	
b.) Review of Stipends for Safety Administrator	September 2023	
c.) Fund Balance Usage	5/3/2023	
Dept. Head Evaluation		
a.) Ordinance Incident Review	5/31/2023	
b.) Evaluation	6/14/2023	
DPW		
Engineering - Urda		
a.) Drinking Water Study - Applewood / Maplewood	TBD	
b.) Generators for WWTP	TBD	
c.) I-81N Exit 6 Front St. Water Main Replacement	TBD	
d.) Frederick Rd Study	TBD	
e.) Composting Permit	3/8/2023	
Ethics Code Policy		
a.) Recruitment for Ethics Board	TBD	
b.) Ethics Board Report - Freer	3/22/2023	
Flood Mitigation		
*HMPG Grant	Submitted 5/31/22	
*Wallace Road Project	Ongoing	
*Frederick Road Project	Ongoing	
Highway Dept.		

Ordinance Dept.		
*Zoning Chenango Properties - Intro to Law Resolution	TBD	Public Hearing TBD
*Chenango Parks / Open District	September	Keegan / Alex
*Solar Farms - Resolution	3/8/2023	Public Hearing 3/8/23
*Building Permit Extension Fees Resolution	3/22/2023	
*Zoning for Self-Storage Facilities	TBD	
*Zoning for Storage Containers	3/8/2023	
*Propane Storage	TBD	
*Bi-Annual & Tri-Annual Fire Inspections	3/22/2023	
*Ordinance Software	3/22/2023	
Safety Committee		
*Building Security - Safety Report	4/19/2023	
c.) ADA Accessibility - Community Room	TBD	
*Town of Chenango Safety Manual	4/19/2023	
*Workforce Violence Plan	4/19/2023	
Staff		
*Comp Time Policy	TBD	
*Work Rules	8/1/2023	
*Staffing Review	6/14/2023	
Meeting Efficiency / Technology		
*Computer Training w/ Agenda Software	7/12/2023	
*Improved Audio Technology in Community Room	7/12/2023	
*Hybrid Zoom	7/12/2023	
*Town Board Procedure Manual	7/12/2023	
Town Clerk Reporting Procedures		
*Resolutions, Motions, Policies & Procedures	5/17/2023	
Town of Chenango Vehicles		

*GPS in vehicles	6/14/2023	J. DiMascio
WWTP Project		
*WQIP Grant Application	Submitted 7/29/22	
*Benefit Assessment Model Discussion	4/5/2023	Wyatt, Endress, Burden
*EDU's Model Discussion	4/5/2023	
*Project Modifications - B & L Amendment Discussion	TBD	
*Project Bond	3/8/2023	
*Construction Bid	3/8/2023	
*Resolution to Authorize Bids	4/19/2023	
*WWTP Bond Public Hearing	5/3/2023	
*WWTP Bond Resolution	5/3/2023	
Supervisor Watch List		
a.) North Otsinengo Dog Park		
b.) Broome County Grant Application	March 1st deadline	Safety Committee Requests
c.) Chenango Senior Center	3/17/2023 Grand Opening	
d.) Castle Creek USPO		
e.) Upper Susquehanna Coalition		
f.) Town Museum Updates / Activities		
g.) Music In The Parks	3/22/2023	