



## **Town of Chenango**

### **Minutes**

#### **Town Board**

5:00 PM - Wednesday, March 6, 2024

Town Office Building

---

The Town Board of the Town of Chenango was called to order on Wednesday, March 6, 2024, at 5:00 PM, in the Town Office Building, with the following members present:

**Present:** Councilperson Gene Hulbert Jr  
Councilperson Dave Johnson  
Councilperson Kevin Worden  
Supervisor Mike Lumsden

**Absent:** Jim DiMascio, Councilperson

**Also Present:** Nate VanWhy, Attorney  
Derin Kraak, Highway Superintendent  
Greg Burden, Superintendent of Public Works  
Alex Urda, Town Engineer  
John Endress, Town Assessor  
Dawn Blair, Town Clerk  
Adam Donahue, Deputy Town Clerk

## **CALL TO ORDER / PLEDGE OF ALLEGIANCE**

### **ROLL CALL**

The Clerk took the roll call. Councilperson DiMascio was absent. All others were present.

### **COMMUNICATIONS**

There was a reminder that a Special Meeting is scheduled for March 14 at 5:00 p.m. regarding the Town Work Rules.

Judge Michael Fedish has met the educational requirements required for his position. His certification is on file in the Town Clerk's Office.

Ed & Ed, providers of the contract for the postage meter, met with the Town Clerk and Deputy Town Clerk. The contract has expired and the meter requires replacement by the end of the year per the direction from the USPS. Decision on the contract will be discussed at the March 20 meeting.

The Town Clerk expressed frustration with the Town's website provider. Requests for a copy of the Town's contract and help putting dates into the community calendar went largely unanswered. Discussion on the lack of communication escalated to their suggesting that the Town retain them at \$1,850.00 a month to do cleanup on the website and provide education for

employees. Town Hall employees involved with updating the website feel this is excessive and are asking for simple directions for the one free hour a month allowed under the contract. Further discussion will be scheduled for a future meeting.

## **OPEN FORUM**

Mrs. Kwatler asked about the three recommendations put forth at the end of the Hancock report and what the Town Board has done to follow those recommendations. She stated that a lot of money has been spent on the report and would like to know what the proposed action will be on each item.

Mrs. Savory stated she had contacted the District Attorney's office and was told that there was no record of any action taken on the Hancock report and it appears to be closed.

## **OLD BUSINESS**

### **DPW Truck Bids**

A bid was received that was slightly over the amount allocated for the truck in the budget. There is surplus money in another line due to meters that were installed falling \$9,000.00 below the projected cost. That money can be applied toward the truck, but there should be a resolution approving a transfer into the line for the truck first. The resolutions transferring the surplus and approving the purchase of the truck will be voted on at the March 20 meeting.

[DPW Truck Bid Package](#)

### **Fund Balance Report Update**

A Fund Balance Report was prepared by the Bookkeeper and presented to the Board. The fund balance policy is to determine the fund balance at the end of the year and reduce it by 50% during the following year. Because the 2023 funds have not yet been closed, the report did not accurately reflect current balances. Functionally, it is necessary to establish the 2024 fund balance and start from there. An updated report will be prepared after the funds are closed.

[Fund Balances as of 12-31-2023](#)

### **PDD-R Discussion**

The Board is ready to make the PDD-R changes discussed previously. The maps were prepared and distributed. Coughlin & Gerhart does not have a conflict of interest so they will be representing the Town going forward. An inventory of properties affected by the PDD-R changes will be sent to Attorney VanWhy to assist him in completing the resolution. Supervisor Lumsden will notify Attorney Nadine Bell, who previously represented the Town in this matter, that her firm's services will no longer be needed.

### **Procurement Policy Review**

It was agreed that with rising costs, the \$5,000.00 Procurement Policy threshold should be raised to \$7,500.00 while considering that the aggregate total for any one vendor should align with the State Comptroller's recommendations for limits.

[Procurement Policy](#)

A motion was made to amend the Procurement Policy section titled *Methods/Procedures to be Used for Non-Bid Procurement* that references \$5,000.00, from \$5,000.00 to \$7,500.00

Motion made by Councilperson Dave Johnson, Seconded by Supervisor Mike Lumsden

**Ayes:** Councilperson Gene Hulbert Jr, Councilperson Dave Johnson, Councilperson Kevin Worden, and Supervisor Mike Lumsden  
**Nays:** None  
**Abstained:** None  
**Carried:** 4-0

There will be discussion at a future meeting regarding adding language to the Procurement Policy regarding aggregate purchases per vendor and the need to review professional services contracts.

**Treatment Plant Update**

There were no updates. Superintendent Burden will provide updates as part of his monthly report. There was discussion regarding the process for change orders on the project. Changes under \$35,000.00 may be approved by the Town Supervisor. Change orders over \$35,000.00 require Town Board approval. In the future, change orders for field directives can be made a part of Town policy so it is applied consistently across all projects.

**Records Room Renovation Update**

Progress is being made on the separation of permanent records in the Records Room. A wall has been built and electricity installed. A fireproof door has been ordered for the hallway to allow limited access to the secured section of the room by the Town Clerk's office. A tally of the costs will be provided. It will be under \$4,000.00.

**Vehicle GPS Update**

As required under the Procurement Policy, a quote was received from EnVue. It is higher than the one received from Hiway Trac. Councilperson DiMascio is familiar with Hiway Trac and recommended it highly. It was agreed to choose Hiway Trac. A resolution will follow.

[TOC GPS project 2-29-2024](#)

**PUBLIC HEARINGS - 6:00PM**

There was no Public Hearing scheduled.

**NEW BUSINESS**

Superintendent Burden explained that pumping and hauling of waste water from the Pennview Waste Water Treatment Plant and Chenango Heights pumping station will exceed the current procurement threshold and therefore requires Town Board approval.

[Waste Water Treatment Plant Pumping and Hauling Bid Package](#)

There were no questions or concerns about Abstract No. 3.

[Abstract No. 3](#)

## **Security Cameras Discussion**

Supervisor Lumsden is opening an account with Amazon in order to save money on the televisions and wall mounts needed in the offices of the Town Clerk, Ordinance and Supervisor. Three computers needed to run the security system will be ordered from Pyramid. The total cost will be below the Procurement Policy threshold. Camera views will no longer be on individual computers and access to cameras will be allowed to the Judge and Supervisor only. In the future the Town needs to look into being able to store video longer than the 30-day loop that is currently available.

## **DEPARTMENT REPORTS / SUPERVISOR REPORT / ATTORNEY REPORT**

### **Public Works Department Report**

Superintendent Burden presented his monthly report. A letter was presented stating there are changes in the agreement with Napoli. Attorney VanWhy will contact them to see why the method of disbursements changed from the original agreement.

There were three quotes received for the fire shutter in the Ordinance Department. The recommendation is to accept the quote from Gates Doors. A resolution for replacement of the shutter will be prepared.

There was discussion about upgrades to Town parks, with Castle Creek Park being of first concern. Superintendent Burden asked for permission to order the playground structure for the park. \$100,000.00 has been budgeted for the structure and other upgrades, but the expected cost will exceed that amount by roughly \$63,432.04. It was agreed that the park is in need of the upgrades and that the fund balance can be used for the exceeded estimated cost. The purchase of the playground structure was approved and the balance of the cost, as well as improvements on other Town parks, will be addressed once the fund balance has been established.

[February 2024 DPW Report](#)

[Napoli Shkolnik retainer update](#)

[Retainer for the Town of Chenango](#)

[Fire shutter quote WNYDD](#)

[Fire shutter quote-GGD](#)

[Fire shutter email-AD](#)

[Park request 2024](#)

[Town of Chenango - Castle Creek Park 876-165432](#)

[Town of Chenango - Castle Creek Park Install 876-165544](#)

[Town of Chenango - Castle Creek Park PIP 876-165650](#)

[Town of Chenango Castle Creek Chain link 2-24](#)

[876-165432\\_Castle Creek Park\\_2DT](#)

[876-165432\\_Castle Creek Park\\_3D\\_Poster2](#)

[Town of Chenango - Broad Acres Park 876-165433](#)

[Town of Chenango - Broad Acres Park Install 876-165545](#)

[Town of Chenango - Broad Acres Park PIP 876-165651](#)

[Town of Chenango Broad Acres Fencing 2-24](#)

[precisionfenceinc estimate 779](#)

[876-165433\\_Broad Acres Park\\_2DT](#)

[876-165433\\_Broad Acres Park\\_3D\\_Poster](#)

The motion was made to approve the purchase of a playground park structure for Castle Creek Park not to exceed \$54,912.04 as described in the quote from Play & Park Structures dated February 22, 2024.

Motion made by Councilperson Kevin Worden, Seconded by Councilperson Dave Johnson

**Ayes:** Councilperson Gene Hulbert Jr, Councilperson Dave Johnson, Councilperson Kevin Worden, and Supervisor Mike Lumsden  
**Nays:** None  
**Abstained:** None  
**Carried:** 4-0

### **Highway Department Report**

Superintendent Kraak reviewed his Department Report. There was a press conference held with Assemblyman Joe Angelino at the highway garage February 23 to bring attention to the need of CHIPS funds. The Governor is proposing to reduce them by \$60 million dollars.

Drop off days will be at the landfill on Airport Road September 11-14.

A proposal for a salt storage building was presented for consideration after the fund balance has been established.

[February 2024 Recap DKWS030624](#)

[Municipal Cleanup Days Waiver 2024 Coverletter](#)

[Salt Storage Quote-Hybrid Building Solutions](#)

### **Assessor's Report**

Assessor Endress presented his report. He stated that residents who responded to the postcards mailed out by the Town were very grateful and many were able to benefit.

Candidates for a position on the Board of Assessment Review were interviewed. Both were very qualified. The Board agreed to allow him to offer each a position, one as a member and one as an alternate.

[John Endress Report 2024-03-06](#)

The motion was made to allow Assessor John Endress to make an offer to Candidate No. 1 for the position on the Board of Assessment Review and Candidate No. 2 the position as alternate.

Motion made by Councilperson Kevin Worden, Seconded by Councilperson Dave Johnson

**Ayes:** Councilperson Gene Hulbert Jr, Councilperson Dave Johnson, Councilperson Kevin Worden, and Supervisor Mike Lumsden  
**Nays:** None  
**Abstained:** None  
**Carried:** 4-0

A resolution will be prepared for the March 20 meeting.

### **Attorney's Report**

Attorney VanWhy met with the union on March 1. He requested an executive session to discuss negotiations. He also worked on several resolutions for adoption at tonight's meeting. He worked with Superintendent Kraak drafting a letter to the solar farm developer on Ransom Road regarding road damage. He also attended the March Zoning Board meeting.

Supervisor Lumsden asked the Board what should be done about the unredacted Hancock report. It has been distributed to the Board members, Coughlin & Gerhart, the District Attorney and the Attorney General. The report addresses problems with building security and suggested actions, and since he is in charge of employee safety he has to know what the issues are. A final determination needs to be communicated to the Town from both the District Attorney and Attorney General. People have been told that it is closed, but it needs to be official. Attorney VanWhy will reach out to them again. It was suggested that an unredacted report be given to the Town Clerk and left in a locked area of the safe.

## **RESOLUTIONS**

### [Resolution Authorizing Increase in Water and Sewer Rates](#)

The motion was made to approve the resolution authorizing an increase in water and sewer rates for non contract users as presented at the February 21, 2024 Town Board meeting.

Motion made by Supervisor Mike Lumsden, Seconded by Councilperson Kevin Worden

**Ayes:** Councilperson Gene Hulbert Jr, Councilperson Dave Johnson, Councilperson Kevin Worden, and Supervisor Mike Lumsden  
**Nays:** None  
**Abstained:** None  
**Carried:** 4-0

### [Resolution Authorizing Advertisement for Sealed Bids for Purchase of a 2024 or Newer Class 3 Dump Truck with Plow Options](#)

The motion was made to approve the resolution authorizing advertisement of sealed bids for the purchase of a 2024 or newer Class 3 dump truck with plow options as discussed by Superintendent Kraak during his report.

Motion made by Councilperson Kevin Worden, Seconded by Councilperson Dave Johnson

**Ayes:** Councilperson Gene Hulbert Jr, Councilperson Dave Johnson, Councilperson Kevin Worden, and Supervisor Mike Lumsden  
**Nays:** None  
**Abstained:** None  
**Carried:** 4-0

### [Resolution Approving Abstract No. 3](#)

The motion was made to approve Abstract No. 3.

Motion made by Councilperson Dave Johnson, Seconded by Councilperson Gene Hulbert Jr

**Ayes:** Councilperson Gene Hulbert Jr, Councilperson Dave Johnson, Councilperson Kevin Worden, and Supervisor Mike Lumsden  
**Nays:** None  
**Abstained:** None  
**Carried:** 4-0

[Resolution Authorizing Purchase of GPS System](#)

The motion was made to approve the resolution authorizing the purchase of a GPS system as discussed previously during this meeting.

Motion made by Councilperson Gene Hulbert Jr, Seconded by Councilperson Kevin Worden

**Ayes:** Councilperson Gene Hulbert Jr, Councilperson Dave Johnson, Councilperson Kevin Worden, and Supervisor Mike Lumsden  
**Nays:** None  
**Abstained:** None  
**Carried:** 4-0

[Resolution Authorizing Change in Napoli Retainer](#)

The motion was made to table the resolution authorizing revisions in the retainer agreement with the law firm of Napoli Shkolnik PLLC as discussed during this meeting.

Motion made by Councilperson Kevin Worden, Seconded by Councilperson Dave Johnson

**Ayes:** Councilperson Gene Hulbert Jr, Councilperson Dave Johnson, Councilperson Kevin Worden, and Supervisor Mike Lumsden  
**Nays:** None  
**Abstained:** None  
**Carried:** 4-0

Attorney Van Why will contact the Napoli office and have them give any other changes that may have been made to the original retainer agreement. In addition, the words “including 1,4 dioxane” should be removed from the resolution because it is a separate lawsuit.

[Resolution Authorizing Pumping and Hauling Bid Package](#)

The motion was made to approve the resolution authorizing advertisement for sealed bids for waste water pumping and hauling with the blank date in the RESOLVED paragraph to be March 20, 2024.

Motion made by Councilperson Kevin Worden, Seconded by Councilperson Dave Johnson

**Ayes:** Councilperson Gene Hulbert Jr, Councilperson Dave Johnson, Councilperson Kevin Worden, and Supervisor Mike Lumsden  
**Nays:** None

**Abstained:** None

**Carried:** 4-0

## **FUTURE BOARD TOPICS**

[Future Topics List](#)

### **OPEN FORUM**

Mrs. Savory stated she had served on the Ethics Committee leading up to the Hancock report. She spoke to the District Attorney last April and was told that she could be assured that Mr. and Mrs. Lumsden are not guilty of anything. She feels strongly that Mr. Lumsden went through a lot and he deserves the truth and has the right to know who his accusers are.

Mrs. Kwatler agrees that Mr. Lumsden should see the report. Nothing was found to be criminal but inappropriate things were said, and people have to be responsible for not only what we say but how we say it. Her concern is that someone gave the complaints to the citizen referred to in the report. That person may still be working for the Town, but perhaps not. Thought should be given to looking into a third party to find out who did this. She agrees there should be something in writing from the District Attorney.

A citizen complained about the sound system. He expected someone to be here tonight to discuss it. It has taken too long to get it installed. To him it appears the vendors are driving the bus and it has dragged on too long.

### **EXECUTIVE SESSION**

The motion was made to go into Executive Session to discuss union negotiations.

Motion made by Councilperson Kevin Worden, Seconded by Councilperson Dave Johnson

**Ayes:** Councilperson Gene Hulbert Jr, Councilperson Dave Johnson, Councilperson Kevin Worden, and Supervisor Mike Lumsden

**Nays:** None

**Abstained:** None

**Carried:** 4-0

The motion was made to return to the regular meeting. Motion by Councilperson Warden, Seconded by Councilperson Hulbert. Carried

### **ADJOURNMENT**

There being no further items for discussion, motion to adjourn the meeting.

Motion made by Councilperson Kevin Worden, Seconded by Councilperson Gene Hulbert Jr  
**Carried**

Meeting adjourned at 7:56pm.



Respectfully submitted,

Dawn Blair, Town Clerk  
Town of Chenango

**TOWN OF CHENANGO WATER/SEWER DEPARTMENT**

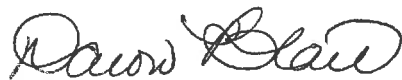
March 1, 2024

**ONE (1) 2024 OR NEWER 4X4 CLASS 6 CHASSIS CAB W/RANCHER STYLE BED**

Bids Opened at 2:01 p.m.

Name/Address	Bid
Chenango Sales INC. 976 St Hwy 12 Greene, NY 13778	\$68,289

Bids Received By:



Town Clerk

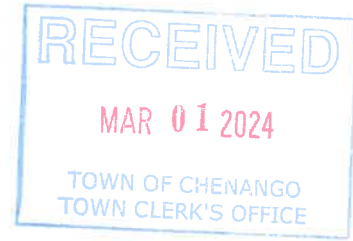
TOWN OF CHENANGO PUBLIC WORKS DEPARTMENT

1529 NY ROUTE 12; BINGHAMTON, NY 13901

PURCHASE SPECIFICATIONS

FOR

ONE (1) 2024 OR NEWER 4x4 CLASS 6 CHASSIS CAB W/ RANCHER STYLE BED



2:01

A handwritten signature in black ink, appearing to be "J. J.", located below the stamp.

Bid Opening : March 1<sup>st</sup>, 2024  
: 3:00pm  
: Town Hall Town Clerk's Office  
: 1529 NY Route 12; Binghamton, NY 13901

**FACSIMILE MACHINE BIDS WILL NOT BE ACCEPTED**

All bids must be received NO LATER THAN 2:00pm, March 1<sup>st</sup>, 2024, in the Town Hall Town Clerk's Office.

All bids shall be submitted in accordance with the attached instruction sheets.

All bids shall be made in duplicate on the attached BID SHEETS. Exceptions may be rejected.

All bidders shall submit signed copies of the attached NON-COLLUSION CERTIFICATES with their bids. Failure to do so may constitute grounds for rejection.

NOTE: Bidders are to list all exceptions and deviations on page provided

Bids must be submitted in SEALED ENVELOPES, marked clearly with the Vendor's return address (upper left corner); the above (Town Clerk's Office) and address, and, on the lower left corner the title

BID: ONE (1) 2024 OR NEWER 4x4 CLASS 6 CHASSIS CAB W/ RANCHER STYLE BED.

CONTRACT TERM

The Town has the right to refuse any and all bids and wave any formality.

CONTRACT

The bid specifications herein delineated, and the terms of the Contract/Purchase Order shall constitute the contract referenced herein.

2024 or Newer Class 6 Truck W/ Rancher Style Bed  
Specifications

Y                      N

Vehicle Configuration:

2024 or Newer	_____
4 x 4 Chassis Cab	_____
Regular Cab	_____
145.5" Wheelbase	_____
22,000 # GVW	_____
Running Boards	_____

Engine:

7.3L V8 Gas Engine (minimum)	_____
335 HP @ 3750 rpm	_____
40 Gallon gas tank	_____
Dual Battery	_____
Dual Alternators * 410 AMP ALTERNATOR	N _____

Transmission:

Automatic Transmission	_____
------------------------	-------

Tires:

245/70RX 19.5 BSW Traction Tires	_____
Full Sized Spare	_____

Interior:

Split Bench Vinyl Seats	_____
-------------------------	-------

**Iranian Energy Sector Divestment Certification:**

Please be advised that, The Iran Divestment Act of 2012 (effective April 12, 2012) is codified at State Finance Law ("SFL") 165-a and General Municipal Law ("GML") Section 103-9. The Iran Divestment Act, with certain exceptions, prohibits the municipality from entering into contracts with persons engaged in investment activities in the energy sector of Iran. Each bidder is required to certify at the time it submits its bid that it is not on a list of entities engaged in investment activities in Iran created by the Commissioner of the NYS Office of General Services pursuant to the State Finance Law.

Each bidder must hereby represent that said bidder is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment". The bidder must affirm that, pursuant to Iranian Energy Sector Divestment Law, that bidder has not invested more than \$20 million in the Iranian energy sector.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a(3)(b).

The bidder shall submit a signed, notarized and dated Iranian Energy Sector Divestment Certification with its bid. Said certificate is a requirement of Section 103-g of the General Municipal Law. The Certification starts on the next page.

**A bid shall not be considered for award nor shall any award be made where the bidder fails to submit a signed and verified bidder's certification.**

**Certification Pursuant to Section 103-g of General Municipal Law**  
**IRANIAN ENERGY SECTOR DIVESTMENT**

1. Bidder hereby represents that said bidder is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said Bidder has not:

- a) Provided goods or services of \$20 million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
- b) Acted as a financial institution and extended \$20 million or more in credit to another person for forty-five (45) days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

2. Any Bidder who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3) (b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.

3. Except as otherwise specifically provided herein, every contractor submitting a bid in response to this request for bids must certify and affirm the following under penalties of perjury:

- a) "By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to

**NON-COLLUSIVE BIDDING CERTIFICATE**  
**(Required by Section 103-d of the General Municipal Law)**

GML 103-d Statement of non-collusion in bids and proposals to political subdivisions of the State.

1. Every bid hereafter made to the state or any public department, agency or official thereof, where competitive bidding is required by statute, rule or regulation, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under penalty of perjury:

(a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereof certifies as to its own organization, under penalty of perjury, that to the best of his own knowledge and belief:

- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- (3) No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.

(b) A bid shall not be considered for award nor shall any award be made where (a) (1), (2) and (3) above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which set forth in detail the reasons therefore. Where (a) (1), (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the state, public department or agency to which the bid is made, of his designee determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication or new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

The foregoing information is true and complete to the best of my knowledge and belief.

BYRON E MILLER Pres.

Name and Title of Signer (Please type)

Byron E Miller Pres.

Signature

Date 2-29-2024

MODEL: Ford F600 Classic Cab, 4x4

Sixty Eight thousand two hundred Eighty Nine <sup>00</sup>  
(GRAND TOTAL PRICE IN WORDS)

APPROXIMATE DELIVERY DATE 90 to 160 Days

**TOWN OF CHENANGO SEWER DEPARTMENT**

**1529 NY ROUTE 12; BINGHAMTON, NY 13901**

**VARIATION AND JUSTIFICATION SHEET**

TOWN OF CHENANGO

SEWER DEPARTMENT

1529 NY ROUTE 12

BINGHAMTON, NY 13905

**PROPOSAL SHEET**

**ONE (1) 2024 OR NEWER 4x4 CLASS 6 CHASSIS CAB W/ RANCHER STYLE BED**

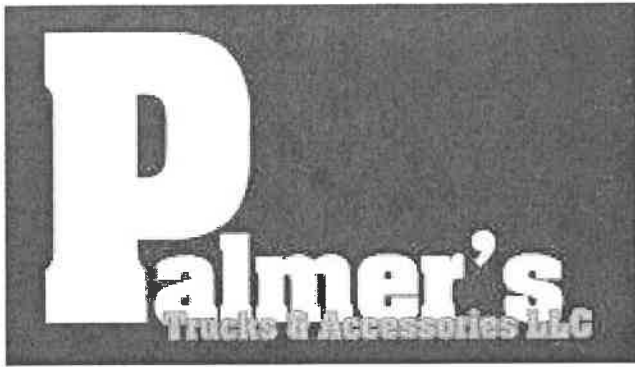
The undersigned proposes and offers to furnish and deliver for Town of Chenango, One (1) 2024 or newer 4x4 class 6 chassis cab w/rancher style bed, the specifications for which are attached. This proposal and offer are guaranteed to fulfill the minimum specifications as prepared by the Town of Chenango.

NAME OF COMPANY: Chenango Sales Inc

ADDRESS OF COMPANY: 976 State Hwy 12  
Greene Ny 13778

NAME OF OFFICER: Byron E Miller

SIGNATURE: Byron E Miller Pres.



Quote	
Date	Salesperson
2/21/24	Shawn T. Palmer

Customer Information

Chenango sales	Town of Chenango	F600 bid Rancher Body
----------------	------------------	-----------------------

Products Quoted

Totals

<p>Supply and install the following onto customers new F600 cab and chassis.</p> <p>1 New Rugby Rancher carbon steel truck platform tow body. Includes 30,000Lb gooseneck ball, 20,000lb rear towing capacity. Includes headboard rub rail and powder coated finish.</p>	<p>\$7350.00</p>
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------

We are pleased to submit the above quotation for your consideration. When you place your order, be assured it will receive our prompt attention. This quote is prepared by Shawn T. Palmer and is valid for 10 days.

Phone#	Fax #	E-Mail	Web Site
607-843-2112	607-843-5991	palmerstrucks@gmail.com	Coming soon





P.O. Box 562  
976 St. Hwy. 12  
Greene, N.Y. 13778

CHENANGO SALES, INC.

Town of Chenango Public Works Department

Chenango Sales Inc. would like to bid 1 new 2024 Ford F600 4x4 chassis cab with Rancher style body. Chenango Sales meets or exceeds all bid specifications except 1, instead of dual alternators it will be a single 410 amp alternator. We also meet or exceed all bis specifications on the rancher style body that will be installed by Palmers Truck and Accessories Inc. In enclosed bid packet you'll find all information you need on the bid.

Byron Miller

A handwritten signature in blue ink that reads "Byron Miller Pres".

President

Fund Balance as of 12/31/2024

	General	Highway	Water	Sewer OP	Sewer Cons	Fire District #1	Fire District #2
Total Fund Balance	\$7,119,732.68	\$450,046.57	\$606,287.49	\$379,384.33	(\$655.30)	\$141.17	\$32.87
Reserved Fund Balance	(\$702,031.34)	(\$102,893.29)	(\$93,800.62)	(\$62,384.20)	\$0.00	\$0.00	\$0.00
Appropriated Fund Balance	(\$1,918,683.00)	(\$128,790.00)	(\$260,060.00)	(\$115,454.00)	(\$8,100.00)	\$0.00	\$0.00
Unappropriated Fund Balance	\$4,499,018.34	\$218,363.28	\$252,426.87	\$201,546.13	(\$8,755.30)	\$141.17	\$32.87

**Light District**

\$87,214.61

\$0.00

(\$15,100.00)

\$87,214.61

## **TOWN OF CHENANGO PROCUREMENT POLICY (Adopted 2018, Amended 2020)**

### **Procurement Policy and Procedures**

This resolution sets forth the policy and procedures of the Town of Chenango to meet the requirements of General Municipal Law, section 104-b.

### **Purpose**

Goods and services that are not required by law to be procured pursuant to competitive bidding must be procured in a manner as to assure the prudent and economical use of public moneys in the best interest of the taxpayers; to facilitate the acquisition of goods and services of maximum quality at the lowest possible cost under the circumstances; and to guard against favoritism, improvidence, extravagance, fraud, and corruption.

To further this objective, the Town of Chenango is adopting an internal policy and procedures governing all procurements of goods and services which are not required to be made pursuant to the competitive bidding requirements of General Municipal Law, section 103 or of any other general, special, or local law. Purchase contracts (including contracts for service work, but excluding any purchase contracts necessary for the completion of a public works contract pursuant to Labor Law, Article 8) awards may be awarded on the basis of best value, as defined in State Finance Law, section 163, to a responsive and responsible bidder.

“Best Value” means the basis for awarding contracts for services to the Town of Chenango which optimizes quality, cost and efficiency, among responsive and responsible offerers. Such basis shall reflect, wherever possible, objective and quantifiable analysis. Such basis may also identify a quantitative factor for offers that are from small businesses, or certified minority, or women-owned business enterprises as defined in Executive Law, section 310, subdivisions 1, 7, 15 and 20 to be used in evaluation of offerers for awarding of contracts for services.

### **Procedures for Determining Whether Procurements are Subject to Bidding**

The procedures for determining whether a procurement of goods or services is subject to competitive bidding and documenting the basis for any determination that competitive bidding is not required by law is as follows:

Procedure:

- A. The official responsible for making the particular procurement will make the initial determination of whether the competitive bid is required. It shall be determined whether the procurement is a contract for public work or a purchase contract.
- B. It shall be ascertained whether the proposed procurement is exempt from competitive bidding for one of the following reasons:
  - a. The cost falls below monetary thresholds as set forth in General Municipal Law, section 103;
  - b. It is a public emergency as defined by the statutory criteria set forth in General Municipal Law, section 103;
  - c. The contract is for professional services or involves professional skill and knowledge in an area considered to be sensitive by the Town Board;
  - d. The contract is a true lease of equipment;
  - e. The contract is to provide insurance coverage;
  - f. The contract is for goods or services for which there is only one source available at the time the contract is entered into;
  - g. The procurement is made pursuant to General Municipal Law, section 103(3) (through county contracts) or section 104 (through state contracts);
  - h. The procurement is made pursuant to Correction Law, sections 184 and 186 of State Finance Law, from governmental agencies, including correctional facilities;
  - i. The procurement is made from agencies for the blind or severely handicapped;
  - j. The contract is for surplus or second-hand supplies, material or equipment to be purchased from the State of New York, or any other political subdivision or public benefit corporation;
  - k. The contract is for goods and services for which a desired warranty or services contract is available from only one source at the time the contract is entered into;
  - l. The contract falls within some other exemption from the competitive bidding requirement recognized by the laws of the State of New York;
  - m. Under such other and further circumstances determined to be sufficient justification by the Town Board.
- C. In the event there exists uncertainty as to the character or exemption status of a particular procurement, the advice and ruling from the Town Attorney shall be sought.

**Statutory Exceptions from Quotations/Proposals Requirements of This Policy and Procedures**

Except for procurements made pursuant to General Municipal Law, section 103 (through county contracts) or section 104 (through state contracts), State Finance Law, section 162, Correction Law, sections 184 and 186 (from "preferred sources," including articles manufactured in correction institutions), or the items excepted herein, alternative proposals or quotations for goods and services shall be secured by use of either written requests for proposals, written quotations, verbal quotations, or any other method of procurement that furthers the purposes of the General Municipal Law, section 104-b.

### **Methods/Procedures to be Used for Non-Bid Procurement**

The methods of procurement to be used are as follows:

Procedure:

- A. In the event a procurement is determined to be exempt from competitive bidding and its cost exceeds \$5,000, the following procedure shall be followed:
  - a. At least two (2) proposals or quotations for goods or services shall be secured by use of written requests for proposals or written quotations any and all responses to such proposals shall be filed in the Town Clerk's office.
  - b. Upon award of a contract, the following information shall be documented and maintained by the department head: (1) the date of procurement, (2) the goods or services procured and the cost thereof, (3) the basis for the determination that the procurement is exempt from competitive bidding, (4) and all alternative quotations or proposals secured together with the name of the source of each quotation or proposal.
  - c. In the event a contract is awarded to one other than the lowest dollar offer, it shall be noted as to the justification and reasons such an award furthers the purposes of the Town's bidding policy.
  - d. Each department head shall maintain records for all purchases made whether exempt or subject to competitive bidding and file the same with the Town Clerk and the same shall be opened to inspection upon demand by any member of the Town Board.
- B. The procedures set forth in this section need not be followed when the procurement is:
  - a. For less than \$5,000; or
  - b. For a standard replacement part; or
  - c. For standardized equipment, materials, or supplies for which the contract has been awarded to a particular vendor by the Town Board after advertisement for sealed bids pursuant to General Municipal Law, section 103; or
  - d. Made pursuant to any one of the following:

- i. General Municipal Law, section 103 or section 104; or
  - ii. State Finance Law, section 162; or
  - iii. Correction Law, sections 184 and 186; or
  - iv. The policies and procedures adopted by the Town pursuant to General Municipal Law, section 104 and this procurement policy.
- C. A good faith effort shall be made to obtain the required number of proposals or quotations. If the purchaser is unable to obtain the required number of proposals or quotations, the purchaser shall document the attempt made at obtaining the proposals. In no event shall the inability to obtain the proposals or quotes be a bar to the procurement.

### **Annual Review**

The governing Board shall annually review and, when needed, update this policy and these procedures. The Town Board shall be responsible for conducting an annual evaluation of the effectiveness of the procurement policy and procedures and an evaluation of the control procedures established to ensure compliance with the procurement policy.

Town of Chenango (TOC) GPS project

Vender would be Hiway Trac that the town of Dicknson is currently utilizing

Currently TOC has 32 total vehicles and the one time cost to purchase a GPS unit is \$80.00  
 There is a monthly service cost of \$16.00 per unit

Hiway Trac Estimate

List of Vehicles	Quantity	Cost of unit	Total	
Highway	18			
Public Works	11			
Code & Assesor	3			
Total	32	\$80.00	\$2,560.00	One time cost
Monthly service cost per unit		\$16.00	\$512.00	Total per Month
32 units at \$16/month x 12 months			\$6,144.00	Total cost per Year <b>No contract or terms</b>

EnVue Estimate

List of Vehicles	Quantity	Cost of Unit	Total	
Highway	18			
Public Works	11			
Code & Assesor	3			
Total	32	\$95.00	\$3,040.00	One time cost
Monthly service cost per unit		\$22.00	\$704.00	Total per Month
32 units at \$16/month x 12 months			\$8,448.00	Total cost per Year <b>A 3 year contract is rec</b>



**s required**

**quired**

FOR

Town of Chenango  
1529 State Route 12  
Binghamton, New York 13901

Department of Public Works

“WASTE WATER PUMPING AND HAULING”

Bid Opening: \_\_\_\_\_  
                  \_\_\_\_\_ PM

NOTICE TO BIDDERS

BID # \_\_\_\_\_

“20 \_\_-20 \_\_ WASTE WATER PUMPING AND HAULING”

NOTICE IS HEREBY GIVEN that sealed bids for the removal, transporting, and disposal of sludge and/or solid floating material from the Pennview Waste Water Treatment Plant and solid floating material from the Chenango Heights pumping station will be received at the Office of the Town Clerk, 1529 State Route 12, Binghamton, New York until 12:00 PM on \_\_\_\_\_, 2024. They will be publicly opened and read at \_\_:00 PM on \_\_\_\_\_, 2024. Award of bid will be made by the Town Board at a later meeting. Bid envelopes shall be marked on the outside “Bid for Waste Water Pumping and Hauling.”

For further information, contact Gregory Burden, Superintendent of Public Works, at (607) 648-4809.

Copies of the specifications and bid requirements for said bid are on file and may be obtained as of \_\_\_\_\_, 2024, at the Town Hall, 1529 State Route 12, Binghamton, New York 13901. All bids shall be submitted on forms provided by the Town.

The Town reserves the right to accept or reject any or all bids or portions of a bid if deemed in the best interests of the Town of Chenango.

## I. SCOPE OF WORK

The successful bidder/contractor shall monthly pump and haul sludge and/or skin off solid floating materials equal to two loads (3500-4000 gallons per load) from the Pennview WWTP sludge holding tank, chlorine contact tank, influent tank, and aeration tank. The successful bidder/contractor shall also weekly pump and haul four loads (3500-4000 gallons per load) of solid floating material from the surface of the final settling tank from the Chenango Heights WWTP.

All loads will be charged “per load” and will be hauled to the Northgate WWTP, and dumped in the manhole inside the WWTP.

Loads will be pumped on Mondays and Thursdays between the hours of 7am- 3pm.

Loads transferred to the Northgate WWTP shall be exclusively materials obtained from Pennview WWTP and / or Chenango Heights WWTP.

All discharge hose sizes and discharge speed will be at the discretion of the Superintendent of Public Works.

All bid prices submitted by the Bidder/Contractor shall include any and all fees or charges levied by governmental entities on the pumping and hauling of waste, as authorized by state statute or local ordinance/resolution. The amount of such fees may be specified separately on each invoice submitted to the Town.

All quantities are approximate and not guaranteed.

All bid prices shall be firm for the duration of the contract period. **No additional charges** to the Town for any service charges, insurance, or any other fees will be accepted. **Fuel surcharges shall not be permitted** as this circumvents the competitive bidding process.

In the event of a spill caused by the Contractor’s operation, the Contractor shall be responsible for the cleanup and the disposal of all debris in an approved manner and for restoring all areas affected to their original condition.

The successful bidder/contractor shall be responsible for obtaining and maintaining any required permits, if any, and submitting a copy of such permit(s) to the Town, upon request. An industrial material manifest shall be completed for each load of material removed for disposal, if requested by the Town or otherwise required by law.

The Bidder shall submit with the bid proposal three (3) references of similar job experience, if any, including for each the name of the firm or agency for whom the work was performed, contact person, and telephone number.

The Contractor shall ensure that all labor, material, and equipment necessary to provide the required services does exist, is under the Contractor’s direct control and is in good working order at the effective date of the contract.

The Contractor shall assume, upon taking possession, full and total responsibility for the hauled material until delivery into the Town's Northgate WWTP system, and shall hold the Town, its employees, and agents harmless from any action pertaining thereto, including payment of any fines associated therewith.

## II. INSURANCE AGREEMENTS

### Indemnity and Insurance:

Before commencing any work under this contract, the Bidder/Contractor shall submit evidence of the insurance coverages required by this section to the Town for review and approval. The Bidder/Contractor, at its sole expense, shall maintain the insurance coverages indicated below on its own behalf, with an insurance company or companies licensed in New York and having an A.M. Best Rating of "A-: Class VII" or better. All policies shall be kept in force until the Bidder's/Contractor's work is completed or accepted by the Town (unless otherwise specified). Insurance policies (covering all operations under this contract or, if so noted for extended operations) which expire before the Contractor's work is accepted by the Town (or where noted for extended operations, through the period of guaranty) shall be renewed and evidence of same submitted to the Town for its approval.

**All insurance certificates (including subcontractor's certificates) shall list the Town of Chenango as a primary additional insured.**

Proof of endorsement shall be supplied along with the certificate of insurance. The Bidder/Contractor shall also provide an updated insurance certificate, matching the initial approved certificate, at least every year (1) thereafter during the life of the Contract. The Bidder/Contractor shall have an affirmative obligation to inform the Town immediately of any changes in the terms, conditions, or limits of the insurance policies required under this contract.

The Contractor shall provide a waiver of subrogation in favor of the Town for claims covered by its general liability, automobile liability, umbrella/excess liability, and workers compensation insurance policies.

The Contractor and Insurance Company should carefully review the insurance specifications for this contract. The submitted insurance documents will be thoroughly reviewed by the Town's attorney and if any deficiencies are found, the documents will be returned to the Contractor. All subsequent submissions by the Contractor or their agents, requiring additional review by the attorney, will be billed directly to the Contractor, by the Town. If the Contractor does not pay the bill within thirty (30) days of the invoice date, the Town will deduct this amount from the next payment application plus applicable interest.

### General Liability Insurance:

The Contractor shall carry general liability insurance covering bodily injury, wrongful death, and property damage as follows: Comprehensive form, property damage, and personal injury: \$1,000,000 single limit on account of each accident in addition to any claims made, pending, or

paid; and \$5,000,000 in the aggregate. The \$5,000,000 aggregate limit requirement can be met using a combination of primary general liability and umbrella/excess liability policy limits.

**Umbrella/Excess Insurance:**

The Contractor shall carry umbrella/excess liability insurance with minimum limits of \$2,000,000 per occurrence and \$4,000,000 aggregate.

**Workers Compensation Insurance:**

The Contractor shall take out and maintain during the life of this Contract, in amounts required by law, Workmen's Compensation Insurance for all of their employees employed at the Site of any work for the Town, and in case any work is sublet, the Contractor shall require the Subcontractor similarly to provide Workmen's Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Contract, in accordance with State Workmen's Compensation Laws. The Contractor shall, at times, indemnify and save harmless the Town from all claims for Workman's Compensation which may be made by any of the employees of the Contractor or by any of the employees of any Subcontractor to whom the Contractor may have let the performance of any part of the work embraced by this Contract; and the Contractor will appear for and defend the Town against any and all such claims.

**Public Liability and Property Damage Insurance:**

The Contractor shall carry or require that there be carried Manufacturer's and Contractor's Public Liability Insurance with limits for Bodily Injury Liability \$1,000,000/\$2,000,000 to protect the Contractor and his Subcontractors against claims for injury to or death of one, or more than one person, because of accidents which may occur or result from operations under the contract; such insurance shall cover the use of all equipment, used by the Contractor, in the performance of any work for the Town embraced in the contract.

**Automobile Liability Insurance:**

The Contractor shall carry automobile liability insurance with a minimum coverage of \$1,000,000.

**Property Damage Insurance:**

The Contractor shall carry, during the life of the contract, Property Damage Insurance in an amount of not less than \$1,000,000 to protect them and their subcontractors from claims for property damage which might arise from operations under this contract.

Said insurance policies shall not include any provision attempting to limit the existing sovereign immunity of the Town, or its agents or employees.

The Contractor shall either: (1) require each of his Subcontractors to procure and to maintain during the life of the Subcontract, Subcontractor's Public Liability and Property Damage of the type and in the same amount as specified in the preceding paragraphs; and (2) insure the activities of their Subcontractors in their own policy.

**Certificates:**

The Contractor shall submit to the Town for approval by the Town, executed certificates of insurance or binders covering all insurance required by the contract documents, and shall not be permitted to commence work under this contract until they have done so, nor until such insurance has been approved by Town as to companies, amount, coverage, and form.

Each certificate (including subcontractor's certificates) and insurance policy shall contain therein or have contained in a rider attached thereto and made a part thereof, a clause to the effect that the insurer will notify the insured and the Town in writing thirty (30) days prior to cancellation or material change of the policy (10 days for non-payment) by Certified Mail – Return Receipt Requested.

The Contractor is responsible for keeping insurance coverage current and up to date throughout the performance of the contract. If, during the course of work under this contract, there is a lapse in the insurance requirements as stated herein, through cancellation, expiration, failure to renew, or any other cause, the Town shall order the cessation of all activities under this contract until such time as the insurance requirements are complies with. The Contractor shall have no claim or claims whatsoever against the Town, or other parties due to any delays caused thereby, nor shall it extend the completion time of the Contractor.

The Town shall make final determinations as to whether the Contractor's insurance policies and certificates of insurance meet the requirements of these specifications and contract documents as indicated below.

#### Contractor's Liability:

The status of the Contractor in the work to be performed by them under this contract is that of an independent Contractor and as such they shall properly safeguard against any and all injury or damage to the public to public and private property, materials, and things. The Contractor, for itself, its successors and assigns, hereby agrees to indemnify, defend, and hold harmless the Town of Chenango and its respective officers, members, employees, agents, successors and assigns, from and against all losses, liabilities, claims, demands, causes of action, damages, costs, including reasonable attorney fees, and expenses of every kind and nature, whether or not covered by insurance, arising out of, resulting from or caused by, in whole or in part, any act, omission, negligence or fault of the Contractor, its agents, or employees, in connection with this contract, including but not limited to, those in connection with loss of life, bodily injury, personal injury, damage to property, contamination or adverse effects on the environment, any liability for fines, fees, or penalties for violations of any statutes, ordinances, codes, rules, regulations, or standards applicable to the services performed by the Contractor, its agents and employees. This obligation to indemnify, defend and hold harmless, the above referred to entities shall survive termination of this contract.

#### Approval/Disapproval of Insurance:

Upon receipt of the Certificate(s) of Insurance or binders, the Town will review the insurance submittals and, in writing, indicate its approval or disapproval. New policies from other companies shall be provided in place of those disapproved.

### III. LEGAL PROVISIONS

Contractor agrees to the fullest extent allowed by law to indemnify, defend, and to save harmless the Town, its officers, agents, and Employees from all claims, suits, actions, and proceedings of every name and character which may be brought against it or them for, or on account of, any injuries to any persons or properties, received, or sustained by any person, firm, or corporation resulting from any accidents, damages, or claims that may occur in or on account of the performance of the Contract whether caused by the carelessness or neglect of Contractor, its agents, servants, employees, Subcontractors, or otherwise, or from any unforeseen contingency that may occur either from the use of any improper material or equipment, or from any act of omission or commission of Contractor during or on account of the performance of this Contract.

Contractor specifically agrees, as required by the Labor Law and applicable Federal Law that the wages (including supplements) paid for a legal day's work shall be not less than the prevailing rate of wages (including supplements) as defined by the Labor Law of New York State.

Any disputes arising between the parties hereto shall be determined in accordance with the Laws of the State of New York.

If any portion of this Contract is determined to be invalid, for any reason, it shall not affect the validity of the remaining portions of the Contract.

### IV. PAYMENT

In consideration of all services rendered to the Town by the Contractor in accordance with the Scope of Services outlined in Section 1 of the Contract, the Town shall pay to Contractor per load throughout the term of the Contract.

Contractor agrees to submit to the Town an invoice on a per load basis for the services with certified payroll. Payment from invoices submitted in proper form shall be made within thirty (30) days of receipt by the Town.

### V. TERM

This Contract shall commence on \_\_\_\_\_, 2024 and run for a term of \_\_\_\_\_ (\_\_\_\_) years, expiring \_\_\_\_\_, 20\_\_\_\_. The Town may terminate this Contract on thirty (30) days prior written notice to the other party.



PROPOSAL FORM  
WASTE WATER PUMPING AND HAULING  
TOWN OF CHENANGO  
1529 STATE ROUTE 12, BINGHAMTON, NEW YORK

DATE: \_\_\_\_\_

We, the undersigned, agree to furnish the Town of Chenango, NY, requirements for waste water pumping and hauling for the \_\_\_\_\_ ( ) month period between \_\_\_\_\_, 2024 and \_\_\_\_\_, 20\_\_, in accordance with the Notice to Bidders and Specifications, as follows:

Monthly pumping and hauling of sludge and/or skin off of solid floating materials equal to two loads (3500-4000 gallons per load) from the Pennview WWTP sludge holding tank, chlorine contact tank, influent tank, and aeration tank to the Northgate WWTP.

Cost per load: \_\_\_\_\_

Weekly pumping and hauling of four loads (3500-4000 gallons per load) of solid floating material from the surface of the final settling tank from the Chenango Heights WWTP to the Northgate WWTP.

Cost per load: \_\_\_\_\_

All Prices F.O.B. Chenango, NY  
(Less Taxes)

AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by and between \_\_\_\_\_, with office located at \_\_\_\_\_, hereinafter designated as "Contractor"; and the Town of Chenango, a Municipal Corporation, with office located at 1529 State Route 12, Binghamton NY 13901, organized and existing under and by virtue of the laws of the New York, hereinafter designated as the "Town";

WHEREAS, the Town being desirous of contracting for the pumping and hauling of waste water; and

WHEREAS, pursuant thereto bids were solicited, opened and read on \_\_\_\_\_, 2024, and a Contract was duly awarded on that date to the successful Bidder (Contractor), based on the Bidder's low bid price(s) submitted;

NOW, THIS AGREEMENT WITNESSTH, that the Contractor for the consideration hereinafter mentioned does agree to provide all the services necessary to ensure the timely and environmentally sound pumping and hauling of waste water, in accordance with the said Bid Notice, Instructions, and Specifications incorporated herein and the Bid Proposal Form attached hereto.

The said Town agrees to pay the Contractor based on the loads pumped and hauled, at the unit prices provided below:

\_\_\_\_\_ to \_\_\_\_\_ Contract Period:

Monthly pumping and hauling and/or skin off solid floating materials equal to two loads (3500-4000 gallons per load) from the Pennview WWTP sludge holding tank, chlorine contact tank, influent tank, and aeration tank to the Northgate WWTP.

Cost per load: \_\_\_\_\_

Weekly pumping and hauling of four loads (3500-4000 gallons per load) of solid floating material from the surface of the final settling tank from the Chenango Heights WWTP to the Northgate WWTP.

Cost per load: \_\_\_\_\_

TOTAL ESTIMATED ANNUAL COST is \$ \_\_\_\_\_

IN WITNESS WHEREOF, the Contractor and the Town have made this Contract effective as of the day and year first written above.

---

---

---

(President or Officer)

TOWN OF CHENANGO

---

Michael Lumsden, Supervisor

## NON-COLLUSIVE BIDDING CERTIFICATE

By submission of this bid, each bidder and each person signing on behalf of any bidder, certifies, and in case of a joint bid, each party thereto, certifies as to his own organization, under penalty of perjury, that to the best of his knowledge and belief.

1. The prices in this bid have been arrived at independently, without collusion, consultation, communication, or agreement for the purposes of restricting competition, as to any matter relating to such prices and with any other bidder or with any other competitor;
2. Unless required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, either directly or indirectly, to any bidder or any competitor;
3. No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.
4. A Bid shall not be considered for award nor shall any award be made where 1, 2, and 3 above have not been complied with, provided, however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the Bid a signed statement which sets forth in detail the reasons therefore. Where 1, 2, and 3 above have not been complied with, the Bid shall not be considered for award, nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is submitted, or his designee, determines that such disclosure was not made for the purpose of restricting competition.”

(Seal of Corporation)

---

Name of Bidder

---

Signature of Bidder

---

Business Address of Person, Firm, or Corporation

# ABSTRACT OF AUDITED VOUCHERS

GENERAL FUND - TOWNWIDE



TOWN OF CHENANGO

Page 1 of 4

COUNTY, NEW YORK

DATE OF AUDIT: 02/23/2024

NUMBER 003

TOTAL CLAIMS: \$146,033.60

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.

Date

Town Clerk/Comptroller

Voucher #	Claimant/Invoice/Description	Account #	Amount	Check
1	<b>BROOME CO. MAGISTRATES ASSOC.</b> 2024 Scott/BC Magistrates Assoc. Dues	A1110.400	35.00	6661 03/01/2024
2	<b>BROOME CO. MAGISTRATES ASSOC.</b> 2024 Fedish/BC Magistrates Assoc Dues	A1110.400	35.00	6661 03/01/2024
3	<b>NYS MAGISTRATES ASSOCIATION</b> 2024 NYS Scott/NYS Magistrates Assoc. Dues	A1110.400	155.00	6679 03/01/2024
4	<b>NYS MAGISTRATES ASSOCIATION</b> 2024 NYS Fedish/NYS Magistrates Assoc. Dues	A1110.400	155.00	6679 03/01/2024
5	<b>Thomas Holden</b> 2/14/2024/Court Security	A1110.400	160.00	6690 03/01/2024
6	<b>Robert N. Stapleton</b> 2/14/2024/Court Security	A1110.400	160.00	6683 03/01/2024
7	<b>JOHN ENDRESS</b> 2/20/2024/Assessor's Meeting	A1355.400	27.42	6676 03/01/2024
8	<b>ALEXANDER N. URDA</b> 903/March Engineering Charges	A1440.400	3,153.40	6657 03/01/2024
9	<b>ALEXANDER N. URDA</b> 907/Compost Fac. Permit and Eng. Docs	A1440.400	314.07	6657 03/01/2024
10	<b>ALEXANDER N. URDA</b> 904/MS4 Annual Report and Training	A1440.403	883.30	6657 03/01/2024
11	<b>COUGHLIN &amp; GERHART, LLP</b> 300152473/Legal Services Through 11-30-23	A	9,505.00	6669 03/01/2024
12	<b>COUGHLIN &amp; GERHART, LLP</b> 300152474/Legal Services through 11-30-2023	A1420.400	923.80	6669 03/01/2024
13	<b>COUGHLIN &amp; GERHART, LLP</b> 300152475/Leagal Services Through 11-30-2023	A1420.400	2,587.50	6669 03/01/2024
14	<b>COUGHLIN &amp; GERHART, LLP</b> 300152476/Legal Services Through 11-30-2023	A1420.400	462.50	6669 03/01/2024
15	<b>CHARTER COMMUNICATIONS</b> 143803901020724Internet Services	A1620.400	39.98	6665 03/01/2024
16	<b>CINTAS FIRST AID &amp; SAFETY</b> 8406688943/Medical Supplies	A1620.400	131.12	6666 03/01/2024
16	<b>CINTAS FIRST AID &amp; SAFETY</b> 8406688942/Medical Supplies	A1620.400	297.36	6666 03/01/2024

# ABSTRACT OF AUDITED VOUCHERS

## GENERAL FUND - TOWNWIDE

TOWN OF CHENANGO

Page 2 of 4

COUNTY, NEW YORK

DATE OF AUDIT: 02/23/2024

NUMBER 003

TOTAL CLAIMS: \$146,033.60

Voucher #	Claimant/Invoice/Description	Account #	Amount	Check
16	<b>CINTAS FIRST AID &amp; SAFETY</b> 8406688944/Medical Supplies	A1620.400	43.90	6666 03/01/2024
17	<b>BROOME COUNTY HIGHWAY DIVISION</b> 1/24/2024/Signs for Playground, Pets, Smoking	A1620.400	693.10	6662 03/01/2024
18	<b>VALENTI AUTO CLINIC, INC.</b> 171767/Repairs on Chevy Impala - Assessor	A1620.400	901.97	6692 03/01/2024
19	<b>UDIG NY</b> 24020024/NYS Req. Cert. Excavator Renewal Class	A3989.400	500.00	6691 03/01/2024
20	<b>EASTERN MANAGED PRINT NETWORK</b> 4194019/Contract	A1670.400	133.86	6672 03/01/2024
21	<b>BUDGET FENCE, INC.</b> KN083023-1/Hider Park Chain Link Fencing	A7110.200	6,850.00	6664 03/01/2024
22	<b>Diligent Corporation</b> 423451/Diligent Website Portal Software	A1010.400	3,603.58	6671 03/01/2024
23	<b>Rogers Service Group</b> 0277889/Shredding Services	A1630.400	86.40	6684 03/01/2024
24	<b>MIRABITO</b> 2/15/2024/Gas - Assessor	A1355.400	29.81	6677 03/01/2024
25	<b>CONSTELLATION NEW ENERGY, INC.</b> 67545320601/Town Hall Account	A1620.400	2,242.90	6667 03/01/2024
26	<b>ALEXANDER N. URDA</b> 901/2024 Engineering Charges Abbey SWPPP	A1440.405	250.10	6657 03/01/2024
27	<b>BERT ADAMS DISPOSAL</b> 42F00436/Trash Removal 1529 NY Rt 12	A1620.400	737.00	6660 03/01/2024
27	<b>BERT ADAMS DISPOSAL</b> 42F00433/Trash Removal Castle Creek	A1620.400	66.41	6660 03/01/2024
27	<b>BERT ADAMS DISPOSAL</b> 42F00435/Trash Removal Hider Park	A1620.400	73.30	6660 03/01/2024
27	<b>BERT ADAMS DISPOSAL</b> 42F00434/Trash Removal River Park	A1620.400	73.42	6660 03/01/2024
28	<b>CONSTELLATION NEW ENERGY, INC.</b> 67578382301/Account Near 1 Baker Rd.	A1620.400	108.97	6667 03/01/2024
29	<b>CONSTELLATION NEW ENERGY, INC.</b> 67541566301/Street Light Near 343 Dorman Road	A5182.400	592.98	6667 03/01/2024
30	<b>THE NIGHT SHIFT</b> 83212/Floor Service 2/14/24	A1620.400	444.96	6689 03/01/2024
31	<b>SUN Environmental Corp.</b> IN006393/Disposal of Oily Sludge	A1620.400	2,050.00	6687 03/01/2024
32	<b>FIRSTLIGHT</b> 16552670/Internet Services	A	826.75	6674 03/01/2024
33	<b>SENTRY ALARMS, LLC</b> 518102/Digital Monitoring	A1620.400	606.00	6686 03/01/2024

# ABSTRACT OF AUDITED VOUCHERS

## GENERAL FUND - TOWNWIDE

**TOWN OF CHENANGO**

*Page 3 of 4*

**COUNTY, NEW YORK**

**DATE OF AUDIT: 02/23/2024**

**NUMBER 003**

**TOTAL CLAIMS: \$146,033.60**

Voucher #	Claimant/Invoice/Description	Account #	Amount	Check
33	<b>SENTRY ALARMS, LLC</b> 518240/Digital Monitoring	A1620.400	152.25	6686 03/01/2024
34	<b>BROOME COUNTY INFORMATION TECH</b> 24-129328/Bulk Mail	A1670.400	1,637.80	6663 03/01/2024
34	<b>BROOME COUNTY INFORMATION TECH</b> 24-129329/Notice Assessor Postcard	A1670.400	191.36	6663 03/01/2024
35	<b>DIEKOW ELECTRIC, INC.</b> 4278/Overhead Door Check	A1620.400	390.00	6670 03/01/2024
36	<b>SANICO</b> 316776/Paper Towels (4 cases) and 8 Brushes	A1620.400	149.56	6685 03/01/2024
37	<b>ALLSEASONS TEXTILE SERVICESINC</b> 1041578/Rug Service	A1620.400	119.75	6658 03/01/2024
38	<b>ED &amp; ED</b> 109190/Contract base rate charge	A1670.400	39.67	6673 03/01/2024
39	<b>CHARTER COMMUNICATIONS</b> 143749601021424/Spectrum Internet & Phone	A1620.400	459.94	6665 03/01/2024
40	<b>Pyramid Business Systems, Inc.</b> 120556/3 Acer Monitors	A1680.400	517.00	6682 03/01/2024
40	<b>Pyramid Business Systems, Inc.</b> 120530/HP Universal Dock	A1680.400	309.00	6682 03/01/2024
41	<b>ALEXANDER N. URDA</b> 906/Ransom Solar Review SWPPP	A1440.405	2,331.40	6657 03/01/2024
42	<b>OVERHEAD DOOR CO. OF BING.</b> B17325/Labor Fixing 3 Garage Doors	A1620.400	369.06	6681 03/01/2024
43	<b>COSTELLO, COONEY &amp; FEARON PLLC</b> 261677/Services Abbey Family Trust No. 4	A1420.401	598.50	6668 03/01/2024
44	<b>NYSEG</b> 2/15/2024/Electricity Charges	A1620.400	10,194.00	6680 03/01/2024
45	<b>GENERAL CODE (ICC CDS, LLC)</b> PC0000033348/Seup/Implementation Services	A8020.400	86,664.00	6675 03/01/2024
46	<b>Andrew Edwards</b> Amazon/Hoodie and Crewneck	A7110.400	88.38	6659 03/01/2024
46	<b>Andrew Edwards</b> Boscovs/T-Shirts	A7110.400	31.18	6659 03/01/2024
46	<b>Andrew Edwards</b> Tractor Supply/T-Shirt	A7110.400	27.03	6659 03/01/2024
47	<b>NICOLAS KEIBEL</b> Homer Men & Boys/Men's Pants	A7110.400	34.98	6678 03/01/2024
47	<b>NICOLAS KEIBEL</b> Men's Pants	A7110.400	34.98	6678 03/01/2024
48	<b>WILLIAMSON LAW BOOK CO.</b> 2/15/2014/Annual Software Contract Buldg & Code Enf	A8020.400	1,208.00	6693 03/01/2024

**ABSTRACT OF AUDITED VOUCHERS**

**GENERAL FUND - TOWNWIDE**

**TOWN OF CHENANGO**

*Page 4 of 4*

**COUNTY, NEW YORK**

**DATE OF AUDIT: 02/23/2024**

**NUMBER 003**

**TOTAL CLAIMS: \$146,033.60**

<b>Voucher #</b>	<b>Claimant/Invoice/Description</b>	<b>Account #</b>	<b>Amount</b>	<b>Check</b>
49	<b>Pyramid Business Systems, Inc.</b> 120595/TrendNet 8 Port Gigabit Switch and Cable	A1680.400	44.00	6682 03/01/2024
50	<b>Spectrum</b> 75160022024/Spectrum Internet & Voice	A1620.400	136.90	6688 03/01/2024
51	<b>AIR TEMP</b> 102784/Labor	A1620.400	364.00	6656 03/01/2024



# ABSTRACT OF AUDITED VOUCHERS

## HIGHWAY - TOWNWIDE FUND

TOWN OF CHENANGO

Page 1 of 2

COUNTY, NEW YORK

DATE OF AUDIT: 02/23/2024

NUMBER 003

TOTAL CLAIMS: \$35,114.19

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.

Date

Town Clerk/Comptroller

Voucher #	Claimant/Invoice/Description	Account #	Amount	Check
1	JOHN'S TREE SERVICE 6170/Tree Removal Poplar Hill, Tree Trim Ransom Rd	DA5140.400	7,500.00	2247 03/01/2024
1	JOHN'S TREE SERVICE 6145/Tree Removal - Ransom Road	DA5140.400	1,400.00	2247 03/01/2024
2	CARGILL, INC. 2909195694/Bulk Deicing salt delivered to the Lot	DA5142.400	12,184.66	2242 03/01/2024
3	CHENANGO SALES, INC. 90719/Replaced Damaged Dipstick on #5	DA5130.400	1,394.02	2243 03/01/2024
4	CHENANGO SALES, INC. 119023/Indicator Assembly to #5	DA5130.400	19.13	2243 03/01/2024
5	COOK BROS. TRIPLE CITIES TRUCK 2060393/Computer for Engine - Truck #11	DA5130.400	3,529.40	2244 03/01/2024
5	COOK BROS. TRIPLE CITIES TRUCK 2063913/Core credit for Old computer	DA5130.400	-1,005.00	2244 03/01/2024
6	COOK BROS. TRIPLE CITIES TRUCK 2058133/Credit for Valve Return	DA5130.400	-104.41	2244 03/01/2024
6	COOK BROS. TRIPLE CITIES TRUCK 2052638/SVS3012 - Valve	DA5130.400	120.37	2244 03/01/2024
6	COOK BROS. TRIPLE CITIES TRUCK 2057720/Battery Charger	DA5130.400	950.00	2244 03/01/2024
6	COOK BROS. TRIPLE CITIES TRUCK 2053101/Credit Return of Dump Valve	DA5130.400	-184.48	2244 03/01/2024
6	COOK BROS. TRIPLE CITIES TRUCK 2049486/Compact Dump Valve	DA5130.400	184.48	2244 03/01/2024
7	CROSSROADS HIGHWAY SUPPLY, INC. 24606/Plow Blades, Wing Shoes, Cover Blades, Chains	DA5142.400	1,302.90	2245 03/01/2024
8	LINDSEY LAWN & GARDEN, INC. 1013255/Chain Saw Blade Sharpening	DA5140.400	30.00	2248 03/01/2024
8	LINDSEY LAWN & GARDEN, INC. 1013258/New Stihl HT 135-Z Pole Saw	DA5140.400	813.19	2248 03/01/2024
9	MONROE TRACTOR & IMPLEMENT CO. P42631/Filter, Put in Stock for Future Replacement	DA5130.400	89.00	2249 03/01/2024
9	MONROE TRACTOR & IMPLEMENT CO. P42612/Teeth for Backhoe	DA5130.400	126.78	2249 03/01/2024

# ABSTRACT OF AUDITED VOUCHERS

## HIGHWAY - TOWNWIDE FUND

**TOWN OF CHENANGO**

*Page 2 of 2*

**COUNTY, NEW YORK**

**DATE OF AUDIT: 02/23/2024**

**NUMBER 003**

**TOTAL CLAIMS: \$35,114.19**

Voucher #	Claimant/Invoice/Description	Account #	Amount	Check
9	<b>MONROE TRACTOR &amp; IMPLEMENT CO.</b> P42629/Credit for Return of Teeth	DA5130.400	-126.78	2249 03/01/2024
9	<b>MONROE TRACTOR &amp; IMPLEMENT CO.</b> P42630/Correct Backhoe Teeth	DA5130.400	156.06	2249 03/01/2024
10	<b>Polsinello Lubricants</b> Drum of Def Fluid	DA5130.400	238.46	2250 03/01/2024
10	<b>Polsinello Lubricants</b> 177838/Drum of Hydraulic Fluid	DA5130.400	670.45	2250 03/01/2024
11	<b>TRACEY ROAD EQUIPMENT</b> Shipping & Handling	DA5140.400	23.91	2251 03/01/2024
11	<b>TRACEY ROAD EQUIPMENT</b> X102059108:01/Knife Kit to the New Chipper	DA5140.400	161.71	2251 03/01/2024
12	<b>VOLOS AUTO SUPPLY, INC. (NAPA)</b> 691988/Gauge & Lamp	DA5130.400	81.87	2252 03/01/2024
12	<b>VOLOS AUTO SUPPLY, INC. (NAPA)</b> 2313-693752/Tri-Power V Belt	DA5130.400	11.54	2252 03/01/2024
13	<b>VOLOS AUTO SUPPLY, INC. (NAPA)</b> 702055/Front Brakes to #14	DA5130.400	119.23	2252 03/01/2024
14	<b>Winzer</b> 185414/Clamps Hot seal buttons, discs	DA5130.400	230.25	2253 03/01/2024
15	<b>Diesel Laptops, LLC</b> 87626/Gold Support Renewal of Diag. Software	DA5130.200	3,710.45	2246 03/01/2024
15	<b>Diesel Laptops, LLC</b> 86947/Training, license for diagnostic Software	DA5130.200	1,487.00	2246 03/01/2024

# ABSTRACT OF AUDITED VOUCHERS

## SEWER OPERATING

Page 1 of 2

TOWN OF CHENANGO

COUNTY, NEW YORK

DATE OF AUDIT: 02/23/2024

NUMBER 003

TOTAL CLAIMS: \$17,322.66

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.

Date

Town Clerk/Comptroller

Voucher #	Claimant/Invoice/Description	Account #	Amount	Check
1	<b>BODEK SEPTIC &amp; EXCAVATING</b> .5322/Septic Pump-Chenango Heights	G8130.400	1,100.00	2652 03/01/2024
1	<b>BODEK SEPTIC &amp; EXCAVATING</b> 5323/Septic Pump-Pennview	G8130.400	1,100.00	2652 03/01/2024
1	<b>BODEK SEPTIC &amp; EXCAVATING</b> 5333/Septic Pump-Chenango Heights	G8130.400	1,100.00	2652 03/01/2024
2	<b>USA BLUEBOOK</b> Freight	G8130.400	17.69	2659 03/01/2024
2	<b>USA BLUEBOOK</b> 00277389/Heavy Duty Boot Brush	G8130.400	42.95	2659 03/01/2024
2	<b>USA BLUEBOOK</b> Batteries-AAA and AA 24-packs	G8130.400	33.90	2659 03/01/2024
3	<b>BERT ADAMS DISPOSAL</b> 42F00438 - 1256 Front Street/1256 Front Street	G8130.400	81.68	2651 03/01/2024
4	<b>CES-Certified Env. Ser</b> 70259/Sludge & Compost	G8130.400	430.92	2653 03/01/2024
4	<b>CES-Certified Env. Ser</b> 70252/Effluent Toxicity Testing	G8130.400	1,046.00	2653 03/01/2024
4	<b>CES-Certified Env. Ser</b> 70258/Chenango Heights WWTP	G8130.400	296.40	2653 03/01/2024
4	<b>CES-Certified Env. Ser</b> 70254/Northgate WWTP	G8130.400	1,030.08	2653 03/01/2024
4	<b>CES-Certified Env. Ser</b> 70256/Pennview WWTP	G8130.400	346.40	2653 03/01/2024
5	<b>FRONTIER(60764864321107004)</b> 2/16/2024/Pennview Sewer plant Phone	G8110.400	57.45	2654 03/01/2024
6	<b>Fleet Pump &amp; Service Group</b> SV0000041455/Travel Charge, Fleet Only , No Tax	G8120.400	1,050.00	2655 03/01/2024
6	<b>Fleet Pump &amp; Service Group</b> Labor, Mobile Flygt Fleet Only - No Tax	G8120.400	740.00	2655 03/01/2024
7	<b>NYSEG</b> Electricity - Sewer Dept.	G8120.400	3,462.34	2656 03/01/2024
7	<b>NYSEG</b> 4/15/2024/Electricity - Sewer Dept.	G8130.400	3,573.73	2656 03/01/2024

**ABSTRACT OF AUDITED VOUCHERS**

**SEWER OPERATING**

**TOWN OF CHENANGO**

*Page 2 of 2*

**COUNTY, NEW YORK**

**DATE OF AUDIT: 02/23/2024**

**NUMBER 003**

**TOTAL CLAIMS: \$17,322.66**

<b>Voucher #</b>	<b>Claimant/Invoice/Description</b>	<b>Account #</b>	<b>Amount</b>	<b>Check</b>
8	<b>SENTRY ALARMS, LLC</b> Comm. Alarm Net Monitoring - McGirks	G8120.400	144.00	2657 03/01/2024
8	<b>SENTRY ALARMS, LLC</b> Comm. Digital Monitor - McGirks	G8120.400	309.00	2657 03/01/2024
8	<b>SENTRY ALARMS, LLC</b> 516293/Comm. Digital Monitor - Whitcomb	G8120.400	309.00	2657 03/01/2024
8	<b>SENTRY ALARMS, LLC</b> Comm. Alarm Net Monitoring - Whitcomb	G8120.400	144.00	2657 03/01/2024
9	<b>BERT ADAMS DISPOSAL</b> 42F00437/Trash Removal 1250 River Rd	G8130.400	164.51	2651 03/01/2024
10	<b>ULINE</b> 173415499/Latex Gloves	G8130.400	742.61	2658 03/01/2024

# ABSTRACT OF AUDITED VOUCHERS



## WATER OPERATING

TOWN OF CHENANGO

Page 1 of 1

COUNTY, NEW YORK

DATE OF AUDIT: 02/23/2024

NUMBER 003

TOTAL CLAIMS: \$8,155.79

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.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Town Clerk/Comptroller

Voucher #	Claimant/Invoice/Description	Account #	Amount	Check
1	AMREX CHEMICAL CO., INC. 113259/Credit - Cube Deposit	F8340.400	-40.00	2154 03/01/2024
1	AMREX CHEMICAL CO., INC. 249269Hypochlorite Solutions	F8340.400	351.55	2154 03/01/2024
1	AMREX CHEMICAL CO., INC. 249268/Hypochlorite Solutions	F8340.400	548.65	2154 03/01/2024
2	BROOME BITUMINOUS PRODUCTS De-Escalation - February 2024	F8340.400	-3.40	2155 03/01/2024
2	BROOME BITUMINOUS PRODUCTS 064828/Modified Cold Patch	F8340.400	231.72	2155 03/01/2024
3	CES-Certified Env. Ser 70253/PFAS/I, 4 Dioxane EP 110	F8330.400	916.40	2156 03/01/2024
3	CES-Certified Env. Ser 70255/Water Quality	F8330.400	284.68	2156 03/01/2024
3	CES-Certified Env. Ser 70257/Monthly Coliforms	F8330.400	456.00	2156 03/01/2024
4	LINDSEY LAWN & GARDEN, INC. 1013516/Belt Drive	F8340.400	141.98	2157 03/01/2024
5	NYSEG 2/14/2024/Elcctricity - Water Department	F8320.400	5,268.21	2158 03/01/2024

**ABSTRACT OF AUDITED VOUCHERS**



**SEWER CONSOLIDATED**

**TOWN OF CHENANGO**

*Page 1 of 1*

**COUNTY, NEW YORK**

**DATE OF AUDIT: 02/23/2024**

**NUMBER 003**

**TOTAL CLAIMS: \$876.60**

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.

\_\_\_\_\_  
Date

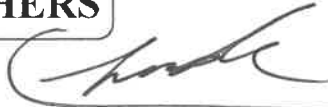
\_\_\_\_\_  
Town Clerk/Comptroller

<b>Voucher #</b>	<b>Claimant/Invoice/Description</b>	<b>Account #</b>	<b>Amount</b>	<b>Check</b>
1	ALEXANDER N. URDA 902/Sewer Projects Out of Scope	H2-8110.200	876.60	1135 03/01/2024

**ABSTRACT OF AUDITED VOUCHERS**

**LIGHT DISTRICT**

*Page 1 of 1*



**TOWN OF CHENANGO**

**COUNTY, NEW YORK**

**DATE OF AUDIT: 02/23/2024**

**NUMBER 003**

**TOTAL CLAIMS: \$5,945.31**

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.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Town Clerk/Comptroller

<b>Voucher #</b>	<b>Claimant/Invoice/Description</b>	<b>Account #</b>	<b>Amount</b>	<b>Check</b>
1	NYSEG 2/15/2024/Electric Charges - Lighting	SL5182.400	5,945.31	1227 03/01/2024

**ABSTRACT OF AUDITED VOUCHERS**

**FIRE DISTRICT #1**

*Page 1 of 1*

**COUNTY, NEW YORK**

**TOWN OF CHENANGO**

**DATE OF AUDIT: 02/23/2024**

**NUMBER 003**

**TOTAL CLAIMS: \$352,436.00**

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.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Town Clerk/Comptroller

Voucher #	Claimant/Invoice/Description	Account #	Amount	Check
2	CHENANGO BRIDGE FIRE CO., INC. 2024/Fire Contract for 2024	SF1-3410.41	352,436.00	1226 03/01/2024



## **DPW REPORT FOR FEBRUARY 2024**

### **WATER DEPT:**

Water well drawdowns were done for February.

Billing is continuing to come in.

Leak detection is being done throughout the Town, 1 water main leak was located, and repairs were made with help from the Hwy Dept. We continue to look for leaks on a weekly basis.

Master Meters in the Pump Houses are being changed out (every 5 years).

### **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.

Billing continues to come in.

We hauled 120 yards of material from Northgate WWTP.

As of 2/29/24 we have spent \$13,873.25 (\$9,336.25 to BC Landfill & \$4,546 to Bert Adams) This does not include the 120 yards in Feb!

### **PARKS DEPT:**

Sidewalks were cleaned 1 time in February.

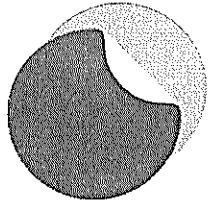
Summer equipment is being cleaned on slow days.

2 Trees were cut down and removed at Broad Acres Park by Public Works Employees.

There was a total of 16 after-hours call outs in the month of February for the Public Works Dept.

### **PFAS Lawsuit:**

Changes to the retainer need to be addressed by the Town Board and Legal. I have included information from Napoli, Shkolnik PLLC.

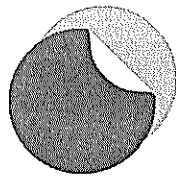


**NAPOLI  
SHKOLNIK**  
ATTORNEYS AT LAW

GREGORY BURDEN      WDC 126673  
1529 NY RT 12  
BINGHAMTON, NY 13901-

[NSPRLAW.COM](http://NSPRLAW.COM)

1302 AVENIDA PONCE DE LEON, SAN JUAN, PUERTO RICO 00907



**NAPOLI  
SHKOLNIK**  
ATTORNEYS AT LAW

**PAUL J. NAPOLI**

*Partner*

PNAPOLI@NSPRLAW.COM

February 15, 2024

Re: *In Re: Aqueous Film Forming Foams Products Liability Litigation*, MDL No. 2873 (D.S.C.),  
Proposed Revisions To Retainer Agreement

Dear Sir/Madam:

I hope this letter finds you well. I wanted to take the opportunity to explain how recent developments in the AFFF/PFAS litigation have impacted our attorney/client retainer agreement, to suggest certain clarifications to that agreement to avoid any future confusion or delay, and to seek your input and/or approval for these clarifications.

As you know from previous letters, I and the other Co-Leads in the MDL recently negotiated historic class settlements with 3M and Dupont. The Dupont agreement, which was recently approved by the Court, involves a lump sum payment of funds to the nationwide class of water providers. On the other hand, the 3M settlement (which is currently pending formal approval by the Court) involves a structured payment plan with 3M contributing funds over a period of ten years. While we would always prefer for settlement payments be made “up front,” in this case we agreed to 3M’s proposal to structure their payment of settlement funds over ten years in order to maximize the final recovery number. 3M likely could not have paid anywhere close to the actual proposed settlement sum as an “up front” payment as they simply don’t have enough assets on hand. This type of “pay-over-time” structure is less common in mass torts, though certainly not unprecedented. And as evidenced here serve certain benefits in very large settlements.

As we considered the somewhat unusual nature of the ten-year pay-over-time structure in the 3M agreement, we realized that our current retainer agreement with you does not address this type of settlement agreement. In effect, our retainer is silent as to how to issue funds from the settlement in a pay-over-time settlement agreement. To avoid any confusion, consternation, or dispute, we suggest supplementing/modifying our retainer agreement with language specifically addressing this situation. These proposed supplements/modifications will allow us to better align our agreement with the legal services our firm is providing to you. The proposed modifications to the retainer read as follows:

**CONTINGENCY FEE PAYMENT SCHEDULE:** As set forth above, the Client agrees to pay the Attorney a contingency fee for legal services rendered upon settlement or conclusion of the matter. If the payments to the Client are not a single lump payment but to be paid over a period of time i.e., “installment payments”, such Attorney Contingency Fees will be paid in full from the first installment, or installments paid by Defendant(s). If the initial payment is insufficient to fund the full amount of Attorney’s Fees due then in subsequent payments by the Defendant(s), any additional amounts recovered or received annually, the Attorney shall have the right to collect the agreed-upon contingency fee from those subsequent amounts recovered or received from the Defendant or any QSF administrator first. Irrespective of the method of payment i.e., lump sum or installment, the amount of Attorney Fees shall not exceed the contingency amount as set forth herein. To the extent this Amendment differs from the original retainer this Amendment shall control.

[End of Proposed Supplemental Agreement]

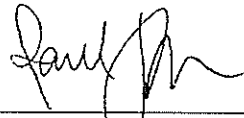
This proposed supplement will have no impact on our representation of you, and will not affect the amount of attorney’s fees you pay us in any way. Nor will it affect the handling of any funds received as part of any lump sum settlement agreements (such as the Dupont settlement). But it will allow us to quickly process funds received under the 3M settlement and any future pay-over-time settlements, ensuring that you and we receive our respective portions of the funds without unnecessary delay. While you certainly need not agree to this supplement, not doing so will force us to hold any funds received under the 3M settlement pending a future agreement between us reached through negotiation, mediation, or arbitration as dictated by our retainer agreement. Accordingly if you find this language acceptable, we ask you to approve it to avoid future delays.

If you find these changes acceptable, please provide your written approval by signing below. If you have any questions, concerns or suggestions regarding the modifications or any other aspect of our legal representation, please do not hesitate to contact me.

Thank you once again for entrusting me and my firm with your legal representation. While the recent settlements are tremendously impactful, we recognize that there is still much more work to do in both securing the funds from the settlements, and pursuing settlements or judgment from other defendants and/or for other types of claims beyond the direct water provider claims in the pending settlements. Your continued confidence in my and my firm’s representation of your interests is greatly appreciated.

Regards,

NAPOLI SHKOLNIK



Paul J. Napoli, Esq.

By affixing my signature below, I hereby certify that the statements contained in this document accurately reflect the decisions I have made concerning the revisions to the retainer agreement for legal representation in *In Re: Aqueous Film Forming Foams Products Liability Litigation*, MDL No. 2873 (D.S.C.), and agree to the supplemental agreement above titled "CONTINGENCY FEE PAYMENT SCHEDULE".

\_\_\_\_\_  
Signature

Gregory Burden  
Print Name

\_\_\_\_\_  
Date



**THIS CONTRACT IS SUBJECT TO ARBITRATION UNDER THE FEDERAL ARBITRATION ACT AND THE STATE OF NEW YORK GENERAL ARBITRATION STATUTE**

The Town of Chenango (the “Town”) retains the Law Firm of Napoli Shkolnik PLLC, as our attorneys to prosecute any legal claim for negligence (or other viable causes of action), if authorized in advance in writing by the Town, against any and all parties individuals and/or corporations that are found to be liable under the law for injuries and/or property damages suffered by us and/or our members arising out of the contamination of water supplies by per- and polyfluoroalkyl substances (PFAS) and other hazardous water contaminants, including 1,4 dioxane. We specifically agree as follows:

**1. FEE PERCENTAGE:** Client and Law Firm agree that the Law Firm shall be paid Twenty-Five Percent (25%) of the sum recovered, whether by suit, settlement or otherwise. *Client will not be liable to pay the Law Firm any legal fee if there is not any form of recovery.*

**2. DISBURSEMENTS:** In the event there is no recovery, the Client shall not be obligated to pay the Law Firm a legal fee for services rendered or costs and disbursements. Disbursements may include some of the following expenses: court filing fees, sheriff fees, medical and hospital report/record fees, doctor’s report, court stenographer fees, deposition costs, expert fees for expert depositions and court appearances, trial exhibits, computer on-line search fees, express mail, postage, photocopy charges, document management charges, long distance telephone charges among other charges. Document management charges are the fees charged by the law firm for processing documents during litigation, such as medical records, documents produced by defendant(s) and/or other parties, etc. Processing of the documents may include but is not limited to the following: (1) scanning; (2) conversion of native files to PDF documents; (3) OCR (optical code recognition); and/or (4) indexing. At the time of settlement and distribution of proceeds, these expenses shall be deducted from the Client’s share after computation of the Attorney’s Fee. If the net settlement or award after Attorney’s Fees is insufficient to cover the full amount of the costs and disbursements, the Client shall not be obligated to pay the difference between the net settlement or award and the total costs and disbursements.

**3. COMPUTATION OF FEES.** The contingency fee shall be computed on the gross recovery, resulting in a net settlement (or judgment), from which all appropriate disbursements in connection with the institution and prosecution of this claim is deducted, as set forth in paragraph 2 above. Examples of how a contingency fee is computed are as follows:

<b>Gross settlement</b>	<b>\$100.00</b>
<b>25% Attorney’s Fee</b>	<b>\$ 25.00</b>
<b>Net settlement</b>	<b>\$ 75.00</b>
<b>Disbursements</b>	<b>-\$ 10.00</b>
<b>Net to Client</b>	<b>\$ 65.00</b>

**4. WITHDRAWAL:** In the event that the client desires to transfer the file from this office, the client shall be responsible to compensate the Law Firm for the reasonable value of their services consistent with the hourly rates typically charged by attorneys in Broome County. Such transfer shall not include documents or attorney work product regarding the general liability of the defendants.

**5. APPEALS:** The above contingency fee includes fees pertaining to any appeal process, if applicable, as well as any counterclaims by parties against the client.

**6. STATUTE OF LIMITATIONS:** We understand that any lawsuit must be commenced within a certain limited time period, (that may vary, depending upon the defendant) starting from the "discovery of the injury" or of "the date when through the exercise of reasonable diligence such injury should have been discovered... whichever is earlier". We further understand that the Statute of Limitations period for any case must be investigated and that this Agreement is made subject to that investigation as well as an investigation of the entire case.

**7. FINANCING OF CASE:** If the firm borrows money from any lending institution to finance the cost of the client's case, the interest for said amounts advanced by this firm to pay the cost of prosecuting or defending a claim or action or otherwise protecting or promoting the client's interest shall not be charged to the Client.

**8. RESULTS NOT GUARANTEED:** No attorney can accurately predict the outcome of any legal matter, accordingly, no representations are made, either expressly or impliedly, as to the final outcome of this matter. We further understand that we must immediately report any changes in address and telephone number to the Law Firm.

**9. APPROVAL NECESSARY FOR SETTLEMENT:** Attorneys are hereby granted a power of attorney so that they may have full authority to prepare, sign and file all legal instruments, pleadings, drafts, authorizations, and papers as shall be reasonably necessary to represent the Client in this litigation. However, any settlement agreement shall only be signed by the Attorneys if previously approved in writing by the Client. Attorneys are also authorized and empowered to act as Client's negotiator in any and all negotiations concerning the subject of this Agreement.

**10. ASSOCIATION OF OTHER ATTORNEYS:** The Law Firm may, at its own expense, use or associate other attorneys in the representation of the aforesaid claims of the Client. Client understands that Law Firm employs numerous attorneys that may work on Client's case.

**11. ASSOCIATE COUNSEL:** The Law Firm may participate in the division of fees in this case and assume joint responsibility for the representation of the client either in the event that the Attorney retains associate counsel or that the client later chooses new counsel, provided that the total fee to the client does not increase as a result of the division of fees and that the attorneys involved have agreed to the division of fees and assumption of joint responsibility. The Client will be advised of such joint responsibility and full disclosure will be made to Client regarding the division of fees so that the consent of the Client can be obtained.

**12. NEW YORK OR APPLICABLE LAW TO APPLY:** This Agreement shall be considered construed under and in accordance with the laws of the State of New York or applicable law and the rights, duties and obligations of Client and of Attorneys regarding Attorney’s representation of Client and regarding anything covered by this Agreement shall be governed by the laws of the State of New York or applicable law.

**13. ARBITRATION:** Any and all disputes, controversies, claims or demands arising out of or relating to (1) this Agreement or (2) any provision hereof or (3) the providing of services by the Law Firm to Client or (4) the relationship between the Law Firm and Client, whether in contract, tort or otherwise, at law or in equity, for damages or any other relief, shall be resolved by binding arbitration pursuant to the Federal Arbitration Act in accordance with the Commercial Arbitration Rules then in effect with the American Arbitration Association. Any such arbitration proceeding shall be conducted in Broome County, New York. This arbitration provision shall be enforceable in either federal or state court in Broome County, New York pursuant to the substantive federal laws established by the Federal Arbitration Act. Any party to any award rendered in such arbitration proceeding may seek a judgment upon the award and that judgment may be entered by any Supreme Court in Broome County, New York having jurisdiction.

**14. PARTIES BOUND:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, successors and assigns. Client or the Law Firm can execute this document electronically, by indicating “I agree” (or similar language) via electronic mail after receiving the Agreement via electronic mail. By indicating “I agree” (or similar language) Client will be bound by the terms of the Agreement and is executing the document electronically via Client’s electronic signature, indicated as “/s/” in the signature field and elects the Law Firm advance disbursements.

**15. LEGAL CONSTRUCTION:** In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**16. PRIOR AGREEMENTS SUPERSEDED:** This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral agreement between the parties respecting the within subject matter.

We certify and acknowledge that we have had the opportunity to read this Agreement and have answered any questions pertaining thereto. We further state that we have voluntarily entered into this Agreement fully aware of the terms and conditions.

**SIGNED AND ACCEPTED ON THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_**

**The Town of Chenango**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Email Address: \_\_\_\_\_

Title: \_\_\_\_\_

**NAPOLI SHKOLNIK, PLLC**

\_\_\_\_\_  
Printed Name of Attorney



5659 Herman Hill Road  
Hamburg, NY 14075

Fax: 716-648-6470

## WORK ORDER

<b>WO #</b>
<b>171,873</b>

**Bill To:** TOWN OF CHENANGO GARAGE  
1529 NY. ROUTE 12  
BINGHAMTON, NY 13901

**Account ID:** CHENANGO-S  
**Phone** (607) 648-4809 EXT 306  
**Fax** (607) 648-9192  
**Cellular** (

<b>Date</b>	2/20/2024	<b>Terms</b>	Upon Receipt	<b>Rep</b>	WayneC
<b>Quote #</b>	171,873	<b>PO #</b>		<b>Job #</b>	

<b>Description</b>
1529 NY ROUTE 12 BINGHAMTON. ACK#: DATE: PREVAILING WAGE & TAX EXEMPT SITE CONTACT GREG 607-760-6240 GREG.BURDEN@TOWNOFCHENANGONY.GOV ROLLING DOOR OVER COUNTER ALL ELECTRICAL TO BE DONE BY OTHERS. PO# AND SIGN OFF REQUIRED

Quantity	ID	Items	Price	Total
1	SCINSTALL	14'-5"W X 4'-8"H, FIREGARD FIRESHUTTER/ COUNTER SHUTTER, FACE OF WALL MOUNT , MODEL ERC10, GREY CURTAIN AND CANISTER, 115V SINGLE PHASE OPERATOR WITH AUXILIARY CHAIN, STRUCTURAL GUIDES FOR STEEL JAMBS, FIREFLY RELEASE DEVICE WITH THRUWALL FUSELINK, MOTOR MOUNTED ON THE RIGHT SIDE, ELECTRIC SENSING EDGE, WITH BOTTOM BAR.	14,590.00	\$14,590.00
0	SCINSTALL	FURNISH AND INSTALL. REMOVE AND HAUL AWAY EXISTING DOOR AND OPENER, INSTALL NEW DOOR AND OPENER AND ADJUST AS NEEDED.	0.00	\$0.00
Terms are NET C.O.D. Past due accounts will be assessed a service charge of 2% per month on unpaid balance. Customer is liable for all collection expenses, including attorney fees.			Taxable	\$0.00
<b>GARAGE MUST BE CLEAR 10' BACK FROM OPENING</b>			Non-Taxable	\$14,590.00
<b>**PLEASE NOTE: LUBRICATION OF DOOR OR THE MISALIGNMENT OF PHOTO EYES ARE NOT COVERED BY WARRANTY**</b>			<b>Sub-Total</b>	<b>\$14,590.00</b>
			Sales Tax	\$0.00
			<b>TOTAL</b>	<b>\$14,590.00</b>

Start Time \_\_\_\_\_ Finish Time \_\_\_\_\_ Job Complete  Job Incomplete

Date \_\_\_\_\_ Technician Signature \_\_\_\_\_

# Gates Garage Door Company

1339 Campville Road  
Endicott, NY 13760 US  
(607)724-0187  
Gatesdoorcompany@yahoo.com  
www.Gatesgaragedoor.com



## PROPOSAL

ADDRESS  
Town of Chenango - Highway Dept.  
1529 Rt. 12  
Binghamton, NY 13901

PROPOSAL 3908  
DATE 01/29/2024

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
Raynor	Provide and Install RAYNOR Rolling Steel Fire Shutter Size: Width 14'1" x Height 4'7" Model: Firecoil - OF Color: Gray Curtain: 22 Gauge Flat Slat Rating: 4 HR Operation: Motor - Lawrence FGH 211 Voltage: 115v / 1PH Reversing Device: Electric Sensing Edge Release Device: LM21XPBB (Alarm company to run signal wires for smoke and fire detection)	1	13,755.0 0	13,755.00
Remove and haul	Remove Drop Ceiling as Needed. Any Additional Drop Ceiling Framing or Tiles by Other. Remove and Haul Old Door	1	0.00	0.00
Terms	**DUE TO CONSTANT PRICE INCREASES PRICING IS SUBJECT TO CHANGE AT ANYTIME AND WILL BE REVIEWED AT TIME OF ORDER** ** IF USING A CREDIT CARD A 5% FEE WILL BE ADDED** ** PLEASE ALLOW 12-14 WEEKS FOR DOOR ORDER ARRIVAL, ONCE DOOR HAS FULLY ARRIVED WE WILL SCHEDULE FOR INSTALL - ESTIMATED TIME 2 WEEKS** **FINAL PAYMENT IS DUE AT TIME OF COMPLETION**	1	0.00	0.00

---

SUBTOTAL	13,755.00
TAX	0.00
<b>TOTAL</b>	<b>\$13,755.00</b>

Accepted By

Accepted Date

I also reached out to alpine door see their comments below!

**From:** Joann Rodriguez <[joann@alpinedoors.com](mailto:joann@alpinedoors.com)>  
**Sent:** Monday, January 29, 2024 11:54 AM  
**To:** Gregory Burden <[greg.burden@townofchenangony.gov](mailto:greg.burden@townofchenangony.gov)>  
**Subject:** RE: Quote

We do not install or repair – we just manufacture. I'll see if I can find someone in your area.  
Joann



# 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 ext7  
Fax: (607) 648-8519  
[water@townofchenango.com](mailto:water@townofchenango.com)

2/28/24

I am asking the Board to consider the following Town of Chenango Parks improvement projects, I am also asking you to use the fund balance to cover some of the cost of the upgrades. I have attached all quotes for both projects. There maybe be more funding needed to complete it in the future if issues arise.

### Castle Creek Park:

Playground Equipment:	\$54,912.04
Installation of equipment:	\$29,700.00
Rubber surface w/install:	\$65,530.00
Fencing w/install:	\$6,290.00
Site Prep:	\$7,000.00
Basketball Court Resurface:	TBD
Pavilion Resurface:	TBD
<b>Total</b>	<b><u>\$163,432.04</u></b>
Budgeted Funds	\$100,000.00
<b>Fund Balance Request</b>	<b>\$63,432.04</b>

I originally budgeted \$100,000 for the Castle Creek Park improvement, as you can see, we will exceed that cost by roughly \$63,432.04! We can modify what I have chosen, but the equipment was similar in size to what is there now and was the most economical choice. I would ask that the Board approve the use of the Fund balance for the exceeded estimated costs.

### Broad Acres Park:

Playground Equipment:	\$41,777.20
Installation of equipment:	\$21,450.00
Rubber surface w/install:	\$58,775.00
Fencing w/install:	\$3,600.00
Site Prep:	\$7,000.00
Basketball Court Resurface:	TBD

Tree removal:	\$3,975.00
Total:	<u>\$136,577.20</u>
Budgeted Funds:	\$0.00
<b>Fund Balance Request:</b>	<b>\$136,577.20</b>

In would ask that the Board approve this upgrade for Broad Acres Park using fund balance, since we did not budget for this park.

Thank you.  
Gregory Burden  
Superintendent of Public Works



Play & Park Structures of New Jersey & New York  
 920 Bayshore Ave.  
 West Islip, NY, 11795  
 Phone: 631-449-5664  
 Fax:  
 Email:  
 jposanti@playandpark.com  
 Contact: John Posanti

Castle Creek Park

Town of Chenango  
 Attn: Gregory Burden  
 1060 Castle Creek Road  
 Castle Creek, NY 13744  
 Phone: 607-648-4809 Ext. 7  
 greg.burden@townofchenangony.gov

Quote Number: 876-165432  
 Quote Date: 1/22/2024

Stock ID	Description	Quantity	Weight	Unit Price	Amount
RDU	10-164545A Ridge Runner	1	2753.64	\$61,047.00	\$61,047.00
	60919 -- ZIG ZAG ADAPTER	7			
	62015 -- 8"KICKPLATE	2			
	62111 -- LARGE KICKPLATE-16"	1			
	62319 -- WIGGLE WAVE CLIMBER 5'-4"	1			
	62324 -- CLIMBING ARC 5'-4"	1			
	62345 -- RETURN STEP	1			
	62350 -- TRIANGLE TRANSFER 4'-0"	1			
	62366 -- SINGLE SEAT	1			
	62371 -- TRESTLE BRIDGE 6'-0"	1			
	63308 -- 3.5"OD ALUM POST W/CAP11'	3			
	63309 -- 3.5"OD ALUM POST W/CAP12'	12			
	63715 -- WHISTLE	1			
	63776 -- RAIN WHEEL	1			
	63997 -- CRAWL-THRU PANEL	1			
	69144 -- DECK TO DECK STAIR 1'-4"	1			
	69252 -- 5'-4"ZIP STEP CLIMBER	1			
	69261 -- SINGLE ENTRANCE CASCADE	1			
	69264 -- STRAIGHT SECTION	1			
	69265 -- CURVED LEFT SECTION	1			
	69267 -- EXIT SECTION	1			
	69268 -- SLIDE SUPPORT	1			
	69273 -- 5'-4"DBL VELOCITY SLIDE	1			
	69302 -- SQUARE DECK	2			
	69303 -- TRIANGLE DECK	3			
	69304 -- HEX DECK	1			
	69330 -- 4'LEFT CURVED VELOCITY	1			
	69339 -- ACTIVITY PANEL-BUBLE	1			
	69405 -- Maze Panel - DM	1			
	69545 -- SPROUT CLIMBER 4'-8"	1			
	69554 -- SUMMIT CLIMBER 5'-4"	1			
PROMO	Chill Out Winter Promo	1	0	(\$18,314.00)	(\$18,314.00)
68182	5"SGL POST SWING W/4 BELT SEAT	1	702	\$4,344.00	\$4,344.00
313199	PPS OWNER'S KIT	1	11	\$0.00	\$0.00
SF-126	6' BENCH INGROUND	3	339	\$1,018.00	\$3,054.00

Total Weight: 3805.64

SubTotal: \$50,131.00

Freight: \$4,781.04

Total Amount: \$54,912.04

Order acceptance based upon cash with order or approved credit. Orders must be available for immediate shipment. Cannot be combined with other offers. All standard color options are available, but no product or design changes will be accepted. Price does not include freight, taxes, surfacing or installation. Offer ends March 1, 2024.

ORDER MADE OUT TO PLAY & PARK STRUCTURES, C/O Play & Park Structures of New Jersey & New York.

Pricing: f.o.b. factory, firm for 30 days from date of quotation.

Freight charges: Prepaid & added

Submittals: our design proposal reflects the spirit and intent of the project plans and specifications. While some variations may exist between our quotation and the project design, the differences do not materially affect the intended use. Play & Park Structures designs and specifications are unique and not intended to be identical in all respects to other manufacturers. We shall submit for review and approval by the owner's representative detailed drawings depicting the equipment to be furnished accompanied by specifications describing materials. Once approved, these drawings and specifications shall constitute the final documents for the project and shall take precedence over all other requirements.

Exclusions: unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; safety surfacing; borders and drainage provisions.

Acceptance of quotation:

Accepted By (printed): \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Purchase Amount: \_\_\_\_\_ \$54,912.04

Order Information

Bill to:

Company: \_\_\_\_\_

Attn: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Billing Contact: \_\_\_\_\_

Billing Phone: \_\_\_\_\_

Billing Fax: \_\_\_\_\_

Enter desired color palette name: \_\_\_\_\_

OR

Enter desired color: Uprights ( \_\_\_\_\_ )

Decks ( \_\_\_\_\_ )

Accents ( \_\_\_\_\_ )

Roofs/Tubes ( \_\_\_\_\_ )

Slides/Panels ( \_\_\_\_\_ )

Play & Park Structures of New Jersey & New York

By: \_\_\_\_\_

Salesperson's signature

P.O. No: \_\_\_\_\_

Date: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

Ship to:

Company: \_\_\_\_\_

Attn: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Jobsite Contact: \_\_\_\_\_

Jobsite Phone: \_\_\_\_\_

Jobsite Fax: \_\_\_\_\_

\_\_\_\_\_  
Salespersons's Signature

\_\_\_\_\_  
Customer's Signature







Play & Park Structures of New Jersey & New York  
 920 Bayshore Ave.  
 West Islip, NY, 11795  
 Phone: 631-449-5664  
 Fax:  
 Email: jposanti@playandpark.com  
 Contact: John Posanti

Castle Creek Park - Install

Town of Chenango  
 Attn: Gregory Burden  
 1060 Castle Creek Road  
 Castle Creek, NY 13744  
 Phone: 607-648-4809 Ext. 7  
 greg.burden@townofchenangony.gov

Quote Number: 876-165544  
 Quote Date: 1/22/2024

Stock ID	Description	Quantity	Weight	Unit Price	Amount
INSTALL	INSTALLATION OF 876-165432	1	0	\$29,700.00	\$29,700.00
			Total Weight:		0
				SubTotal:	\$29,700.00
				Total Amount:	\$29,700.00

THIS QUOTATION IS SUBJECT TO POLICIES IN THE CURRENT PLAY & PARK STRUCTURES CATALOG AND THE FOLLOWING TERMS AND CONDITIONS. OUR QUOTATION IS BASED ON SHIPMENT OF ALL ITEMS AT ONE TIME TO A SINGLE DESTINATION, UNLESS NOTED, AND CHANGES ARE SUBJECT TO PRICE ADJUSTMENT. PURCHASES IN EXCESS OF \$1,000.00 TO BE SUPPORTED BY YOUR WRITTEN PURCHASE ORDER MADE OUT TO PLAY & PARK STRUCTURES, C/O Play & Park Structures of New Jersey & New York.

Pricing: f.o.b. factory, firm for 30 days from date of quotation.

Installation: A certified Play & Park Structures Installer is recommended for play equipment installation. Customer shall be responsible for scheduling coordination and site preparation. Site should be level and permit installation equipment access. Purchaser shall be responsible for unknown conditions such as buried utilities, tree stumps, bedrock or any concealed materials or conditions that may result in additional labor or material costs.

Submittals: our design proposal reflects the spirit and intent of the project plans and specifications. While some variations may exist between our quotation and the project design, the differences do not materially affect the intended use. Play & Park Structures designs and specifications are unique and not intended to be identical in all respects to other manufacturers. We shall submit for review and approval by the owner's representative detailed drawings depicting the equipment to be furnished accompanied by specifications describing materials. Once approved, these drawings and specifications shall constitute the final documents for the project and shall take precedence over all other requirements.

Exclusions: unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; safety surfacing; borders and drainage provisions.

Acceptance of quotation:

Accepted By (printed): \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Purchase Amount: \_\_\_\_\_ \$29,700.00

P.O. No: \_\_\_\_\_

Date: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

Order Information

Bill to: \_\_\_\_\_

Company: \_\_\_\_\_

Attn: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Billing Contact: \_\_\_\_\_

Billing Phone: \_\_\_\_\_

Billing Fax: \_\_\_\_\_

Ship to: \_\_\_\_\_

Company: \_\_\_\_\_

Attn: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Jobsite Contact: \_\_\_\_\_

Jobsite Phone: \_\_\_\_\_

Jobsite Fax: \_\_\_\_\_

Enter desired color palette name: \_\_\_\_\_ OR \_\_\_\_\_

Enter desired color: Uprights ( \_\_\_\_\_ ) Decks ( \_\_\_\_\_ )

Accents ( \_\_\_\_\_ ) Roofs/Tubes ( \_\_\_\_\_ ) Slides/Panels ( \_\_\_\_\_ )

Play & Park Structures of New Jersey & New York

By: \_\_\_\_\_

Salesperson's signature

\_\_\_\_\_  
Salespersons's Signature

\_\_\_\_\_  
Customer's Signature





Play & Park Structures of New Jersey & New York  
 920 Bayshore Ave.  
 West Islip, NY, 11795  
 Phone: 631-449-5664  
 Fax:  
 Email:  
 jposanti@playandpark.com  
 Contact: John Posanti

Castle Creek Park - PIP

Town of Chenango  
 Attn: Gregory Burden  
 1060 Castle Creek Road  
 Castle Creek, NY 13744  
 Phone: 607-648-4809 Ext. 7  
 greg.burden@townofchenangony.gov

Quote Number: 876-165650  
 Quote Date: 1/25/2024

Stock ID	Description	Quantity	Weight	Unit Price	Amount
PIP	2,472 SF OF PIP - Scope: <i>POURED IN PLACE. COLOR IS 50/50 BLACK/STANDARD. 3.75" THICKNESS FOR 8' CFH - 2472 SF.</i>	1	0	\$51,760.00	\$51,760.00
STONE	4" THICK STONE BASE	1	0	\$12,770.00	\$12,770.00
DUMPSTER	DUMPSTER	1	0	\$1,000.00	\$1,000.00
			Total Weight:	0	
				SubTotal:	\$65,530.00
				Total Amount:	\$65,530.00

THIS QUOTATION IS SUBJECT TO POLICIES IN THE CURRENT PLAY & PARK STRUCTURES CATALOG AND THE FOLLOWING TERMS AND CONDITIONS. OUR QUOTATION IS BASED ON SHIPMENT OF ALL ITEMS AT ONE TIME TO A SINGLE DESTINATION, UNLESS NOTED, AND CHANGES ARE SUBJECT TO PRICE ADJUSTMENT. PURCHASES IN EXCESS OF \$1,000.00 TO BE SUPPORTED BY YOUR WRITTEN PURCHASE ORDER MADE OUT TO PLAY & PARK STRUCTURES, C/O Play & Park Structures of New Jersey & New York.

Pricing: f.o.b. factory, firm for 30 days from date of quotation.

Submittals: our design proposal reflects the spirit and intent of the project plans and specifications. While some variations may exist between our quotation and the project design, the differences do not materially affect the intended use. Play & Park Structures designs and specifications are unique and not intended to be identical in all respects to other manufacturers. We shall submit for review and approval by the owner's representative detailed drawings depicting the equipment to be furnished accompanied by specifications describing materials. Once approved, these drawings and specifications shall constitute the final documents for the project and shall take precedence over all other requirements.

Exclusions: unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; safety surfacing; borders and drainage provisions.

Acceptance of quotation:

Accepted By (printed): \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Purchase Amount: \_\_\_\_\_ \$65,530.00

Order Information

Bill to:

Company: \_\_\_\_\_

Attn: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Billing Contact: \_\_\_\_\_

Billing Phone: \_\_\_\_\_

Billing Fax: \_\_\_\_\_

Enter desired color palette name: \_\_\_\_\_

OR

Enter desired color: Uprights ( \_\_\_\_\_ )

Decks ( \_\_\_\_\_ )

Accents ( \_\_\_\_\_ )

Roofs/Tubes ( \_\_\_\_\_ )

Slides/Panels ( \_\_\_\_\_ )

Play & Park Structures of New Jersey & New York

By: \_\_\_\_\_

Salesperson's signature

P.O. No: \_\_\_\_\_

Date: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

Ship to:

Company: \_\_\_\_\_

Attn: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Jobsite Contact: \_\_\_\_\_

Jobsite Phone: \_\_\_\_\_

Jobsite Fax: \_\_\_\_\_

\_\_\_\_\_  
Salespersons's Signature

\_\_\_\_\_  
Customer's Signature

PLAY



SITE FURNISHINGS



Shade, Shelter, Dog Agility  
Equipment, Outdoor  
Fitness Equipment

SPECTATOR SEATING



SURFACING



*Proposal*

February 20, 2024

Town of Chenango  
Castle Creek Park  
Binghamton, NY

Attn: Greg Burden

**Re: Installation of chain link fence**

Budget Fence proposes to furnish the necessary materials, labor, and equipment to install 4 ft. high galvanized chain link fence. The proposed fence work consists of the following:

- 1.) Furnish and install 170 feet of 4 ft. high galvanized chain link fence in a “L” shape, (125’ x 45’) at Castle Creek Park in the Town of Chenango. Fence framework to be built on 2.5” OD Heavy Wall terminal posts, 2” OD Heavy Wall line posts, and 1 5/8” top rail with bottom tension wire all around. All posts to be set in concrete.

**Budget Fence proposes to complete the above scope of work for a price, of Six Thousand Eight Hundred Dollars, (\$6,800.00).**

**\*Price is quoted at NY State Prevailing wage rates for Broome County, NY.**

Budget Fence specifically *excludes* the following:

- a) Utility Location
- b) Sales Tax on Materials.
- c) Any and all rock excavation
- d) Corner locations
- e) Clearing or grading of proposed fence lines
- f) Tree or brush removal
- g) Grounding or Bonding
- h) Restoration
- i) Contaminated soil removal
- j) Any work not specified above

# **BUDGET FENCE** OF AMERICA™

605 Conklin Road  
Binghamton, New York 13903-2300  
Phone: 607-723-4552 Fax: 607-723-2817  
[www.budget-fence.com](http://www.budget-fence.com)  
kevin@budgetfenceinc.com

---

If you have any questions or need additional information, please feel free to call me.

Sincerely,

Kevin Normile  
Field Estimator

Castle Creek Park  
1060 Castle Creek Rd  
Castle Creek, NY 13744

Play and Park Structures of New York and New Jersey

This play equipment is recommended for children ages:  
5-12

Minimum Area Required:  
74'-11" x 33'-0"

Scale: 3/16" = 1'-0"  
This drawing can be scaled only when in an 11" x 17" format

Drawn By:  
Chris Yates  
Date:  
1/17/24  
Quote Number:  
876-165432

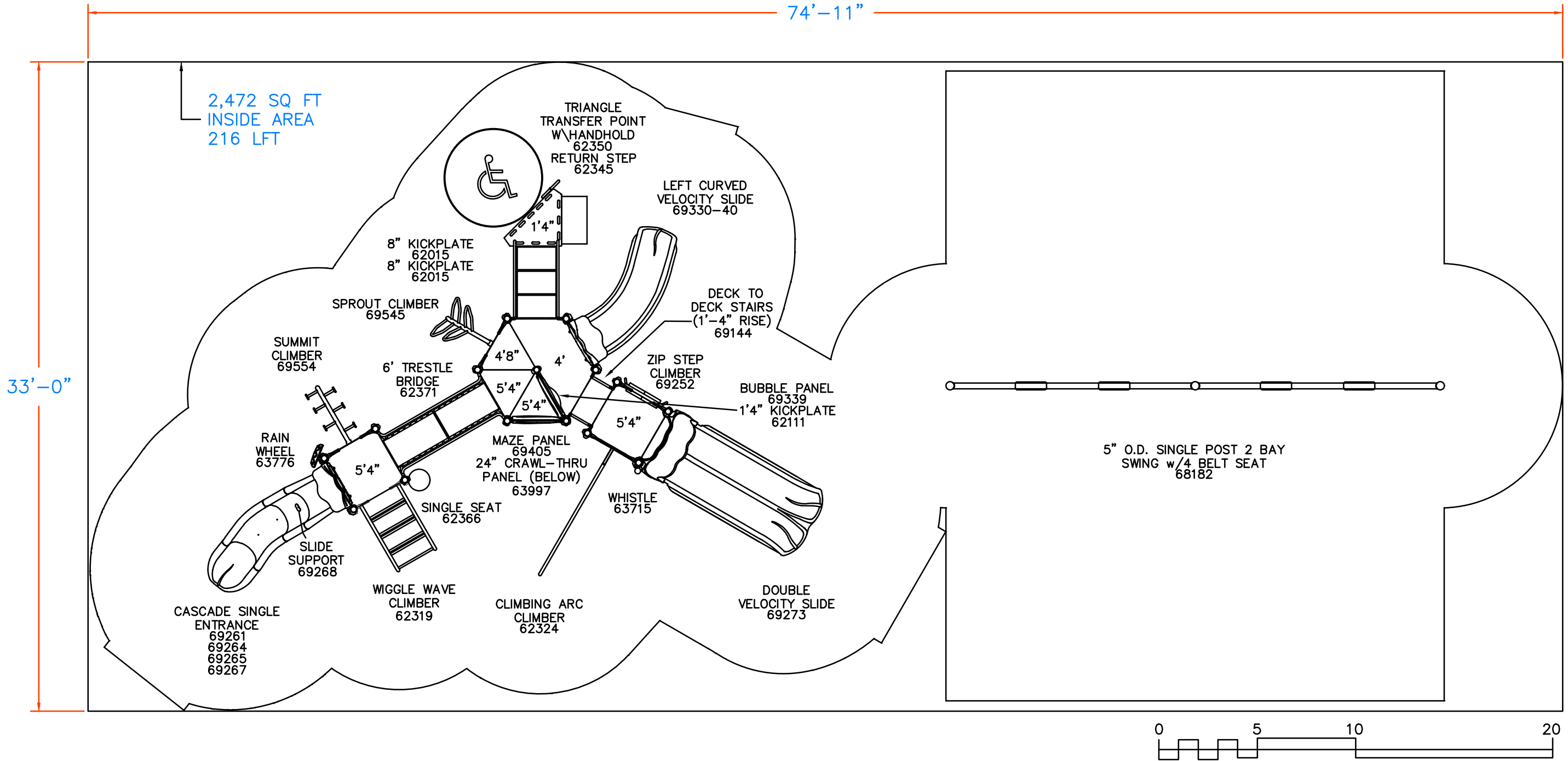
play&park  
structures

A PLAYCORE Company  
544 Chestnut Street  
Chattanooga, TN 37402  
800-727-1907 / www.playandpark.com



Total Play Components	19		
Elevated Play Components	11		
Elevated Play Components Accessible by Ramp	0	Req.	0
Elevated Components Accessible by Transfer	11	Req.	6
Accessible Ground Level Components Shown	8	Req.	4
Different Types of Ground Level Components	5	Req.	3

User Capacity	60-70
Critical Fall Height	8'-0"



It is the manufacturer's opinion that the structure shown herein complies with current ada standards concerning accessibility if used with proper accessible surfacing and together with other necessary ground level play equipment. Top view drawings and measurements are for overall site and structure appearance purposes. Top view should not be conceived as a construction detail; therefore, all measurements and slope requirements should be field verified prior to construction. **IMPORTANT:** Never install play equipment over hard, unresilient surfaces such as asphalt, concrete, or compacted earth. It is the owner's responsibility to ensure the "minimum area required" contains an appropriate amount of resilient material to cushion accidental falls.



HONEYDEW

**CASTLE CREEK PARK**  
**CASTLE CREEK, NEW YORK**

876-165432

PLEASE NOTE: RENDERINGS ARE FOR VISUAL PURPOSES ONLY. ANY PRODUCTS AND/OR SITE DETAILS HEREIN MAYBE SUBJECT TO CHANGE WITHOUT NOTICE.

**play&park**  
**structures**  
A PLAYCORE Company

544 CHESTNUT ST.  
CHATTANOOGA, TN 37402  
**800.727.1907**  
**PLAYANDPARK.COM**





Play & Park Structures of New Jersey & New York  
 920 Bayshore Ave.  
 West Islip, NY, 11795  
 Phone: 631-449-5664  
 Fax:  
 Email: [jposanti@playandpark.com](mailto:jposanti@playandpark.com)  
 Contact: John Posanti

Broad Acres Park

Town of Chenango  
 Attn: Gregory Burden  
 35 Jacobs Hwy  
 Binghamton, NY 13901  
 Phone: 607-648-4809 Ext. 7  
 greg.burden@townofchenangony.gov

Quote Number: 876-165433  
 Quote Date: 1/22/2024

Stock ID	Description	Quantity	Weight	Unit Price	Amount
RDU	10-164544 Sentinel	1	2511.12	\$42,902.00	\$42,902.00
	60919 -- ZIG ZAG ADAPTER	6			
	62015 -- 8"KICKPLATE	3			
	62101 -- EXTRA LARGE KICKPLATE	1			
	62345 -- RETURN STEP	1			
	62433 -- CURVY CANOPY HEX ROOF	1			
	63310 -- 3.5"OD ALUM POST W/CAP13'	1			
	63312 -- 3.5"OD ALUM POST W/CAP15'	6			
	63776 -- RAIN WHEEL	1			
	63954 -- BUBBLE PANEL	1			
	65280 -- Button Step 10"	2			
	69149 -- TRI TRANSFER W/HAND 4'-8"	1			
	69272 -- 4'-0"DBL VELOCITY SLIDE	1			
	69303 -- TRIANGLE DECK	3			
	69304 -- HEX DECK	1			
	69335 -- 6'SINGLE VELOCITY WAVE	1			
	69399 -- PINNACLE CLIMBER SINGLE ATTACH	1			
	69546 -- SPROUT CLIMBER 5'-4"	1			
	69578 -- CAMBER CLIMBER	1			
PROMO	Chill Out Winter Promo	1	0	(\$12,871.00)	(\$12,871.00)
68182	5"SGL POST SWING W/4 BELT SEAT	1	702	\$4,344.00	\$4,344.00
313199	PPS OWNER'S KIT	1	11	\$0.00	\$0.00
SF-126	6' BENCH INGROUND	3	339	\$1,018.00	\$3,054.00

Total Weight: 3563.12                              SubTotal: \$37,429.00  
 Freight: \$4,348.20  
 Total Amount: \$41,777.20

Order acceptance based upon cash with order or approved credit. Orders must be available for immediate shipment. Cannot be combined with other offers. All standard color options are available, but no product or design changes will be accepted. Price does not include freight, taxes, surfacing or installation. Offer ends March 1, 2024.

THIS QUOTATION IS SUBJECT TO POLICIES IN THE CURRENT PLAY & PARK STRUCTURES CATALOG AND THE FOLLOWING TERMS AND CONDITIONS. OUR QUOTATION IS BASED ON SHIPMENT OF ALL ITEMS AT ONE TIME TO A SINGLE DESTINATION, UNLESS NOTED, AND CHANGES ARE SUBJECT TO PRICE ADJUSTMENT. PURCHASES IN EXCESS OF \$1,000.00 TO BE SUPPORTED BY YOUR WRITTEN PURCHASE ORDER MADE OUT TO PLAY & PARK STRUCTURES, C/O Play & Park Structures of New Jersey & New York.

Pricing: f.o.b. factory, firm for 30 days from date of quotation.  
 Freight charges: Prepaid & added

Submittals: our design proposal reflects the spirit and intent of the project plans and specifications. While some variations may exist between our quotation and the project design, the differences do not materially affect the intended use. Play & Park Structures designs and specifications are unique and not intended to be identical in all respects to other manufacturers. We shall submit for review and approval by the owner's representative detailed drawings depicting the equipment to be furnished accompanied by specifications describing materials. Once approved, these drawings and specifications shall constitute the final documents for the project and shall take precedence over all other requirements.

Exclusions: unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment.

of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; safety surfacing; borders and drainage provisions.

Acceptance of quotation:

Accepted By (printed): \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Purchase Amount: \_\_\_\_\_ \$41,777.20

P.O. No: \_\_\_\_\_

Date: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

Order Information

Bill to: \_\_\_\_\_

Company: \_\_\_\_\_

Attn: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Billing Contact: \_\_\_\_\_

Billing Phone: \_\_\_\_\_

Billing Fax: \_\_\_\_\_

Ship to: \_\_\_\_\_

Company: \_\_\_\_\_

Attn: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Jobsite Contact: \_\_\_\_\_

Jobsite Phone: \_\_\_\_\_

Jobsite Fax: \_\_\_\_\_

Enter desired color palette name: \_\_\_\_\_ OR \_\_\_\_\_

Enter desired color: Uprights ( \_\_\_\_\_ ) Decks ( \_\_\_\_\_ )

Accents ( \_\_\_\_\_ ) Roofs/Tubes ( \_\_\_\_\_ ) Slides/Panels ( \_\_\_\_\_ )

Play & Park Structures of New Jersey & New York

By: \_\_\_\_\_

Salesperson's signature

\_\_\_\_\_  
Salespersons's Signature

\_\_\_\_\_  
Customer's Signature





Play & Park Structures of New Jersey & New York  
 920 Bayshore Ave.  
 West Islip, NY, 11795  
 Phone: 631-449-5664  
 Fax:  
 Email: jposanti@playandpark.com  
 Contact: John Posanti

Broad Acres Park - Install

Town of Chenango  
 Attn: Gregory Burden  
 35 Jacobs Hwy  
 Binghamton, NY 13901  
 Phone: 607-648-4809 Ext. 7  
 greg.burden@townofchenangony.gov

Quote Number: 876-165545  
 Quote Date: 1/22/2024

Stock ID	Description	Quantity	Weight	Unit Price	Amount
INSTALL	INSTALLATION OF 876-165433	1	0	\$21,450.00	\$21,450.00
			Total Weight:		0
				SubTotal:	\$21,450.00
				Total Amount:	\$21,450.00

THIS QUOTATION IS SUBJECT TO POLICIES IN THE CURRENT PLAY & PARK STRUCTURES CATALOG AND THE FOLLOWING TERMS AND CONDITIONS. OUR QUOTATION IS BASED ON SHIPMENT OF ALL ITEMS AT ONE TIME TO A SINGLE DESTINATION, UNLESS NOTED, AND CHANGES ARE SUBJECT TO PRICE ADJUSTMENT. PURCHASES IN EXCESS OF \$1,000.00 TO BE SUPPORTED BY YOUR WRITTEN PURCHASE ORDER MADE OUT TO PLAY & PARK STRUCTURES, C/O Play & Park Structures of New Jersey & New York.

Pricing: f.o.b. factory, firm for 30 days from date of quotation.

Installation: A certified Play & Park Structures Installer is recommended for play equipment installation. Customer shall be responsible for scheduling coordination and site preparation. Site should be level and permit installation equipment access. Purchaser shall be responsible for unknown conditions such as buried utilities, tree stumps, bedrock or any concealed materials or conditions that may result in additional labor or material costs.

Submittals: our design proposal reflects the spirit and intent of the project plans and specifications. While some variations may exist between our quotation and the project design, the differences do not materially affect the intended use. Play & Park Structures designs and specifications are unique and not intended to be identical in all respects to other manufacturers. We shall submit for review and approval by the owner's representative detailed drawings depicting the equipment to be furnished accompanied by specifications describing materials. Once approved, these drawings and specifications shall constitute the final documents for the project and shall take precedence over all other requirements.

Exclusions: unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; safety surfacing; borders and drainage provisions.

Acceptance of quotation:

Accepted By (printed): \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Purchase Amount: \_\_\_\_\_ \$21,450.00

Order Information

Bill to:

Company: \_\_\_\_\_

Attn: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Billing Contact: \_\_\_\_\_

Billing Phone: \_\_\_\_\_

Billing Fax: \_\_\_\_\_

Enter desired color palette name: \_\_\_\_\_

OR

Enter desired color: Uprights ( \_\_\_\_\_ )

Decks ( \_\_\_\_\_ )

Accents ( \_\_\_\_\_ )

Roofs/Tubes ( \_\_\_\_\_ )

Slides/Panels ( \_\_\_\_\_ )

Play & Park Structures of New Jersey & New York

By: \_\_\_\_\_

Salesperson's signature

P.O. No: \_\_\_\_\_

Date: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

Ship to:

Company: \_\_\_\_\_

Attn: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Jobsite Contact: \_\_\_\_\_

Jobsite Phone: \_\_\_\_\_

Jobsite Fax: \_\_\_\_\_

\_\_\_\_\_  
Salespersons's Signature

\_\_\_\_\_  
Customer's Signature





Play & Park Structures of New Jersey & New York  
 920 Bayshore Ave.  
 West Islip, NY, 11795  
 Phone: 631-449-5664  
 Fax:  
 Email:  
 jposanti@playandpark.com  
 Contact: John Posanti

Broad Acres Park - PIP

Town of Chenango  
 Attn: Gregory Burden  
 35 Jacobs Hwy  
 Binghamton, NY 13901  
 Phone: 607-648-4809 Ext. 7  
 greg.burden@townofchenangony.gov

Quote Number: 876-165651  
 Quote Date: 1/25/2024

Stock ID	Description	Quantity	Weight	Unit Price	Amount
PIP	2,472 SF OF PIP - Scope: POURED IN PLACE. COLOR IS 50/50 BLACK/STANDARD. 2.75" THICKNESS FOR 6' CFH - 2472 SF.	1	0	\$45,005.00	\$45,005.00
STONE	4" THICK STONE BASE	1	0	\$12,770.00	\$12,770.00
DUMPSTER	DUMPSTER	1	0	\$1,000.00	\$1,000.00
			Total Weight:	0	
				SubTotal:	\$58,775.00
				Total Amount:	\$58,775.00

THIS QUOTATION IS SUBJECT TO POLICIES IN THE CURRENT PLAY & PARK STRUCTURES CATALOG AND THE FOLLOWING TERMS AND CONDITIONS. OUR QUOTATION IS BASED ON SHIPMENT OF ALL ITEMS AT ONE TIME TO A SINGLE DESTINATION, UNLESS NOTED, AND CHANGES ARE SUBJECT TO PRICE ADJUSTMENT. PURCHASES IN EXCESS OF \$1,000.00 TO BE SUPPORTED BY YOUR WRITTEN PURCHASE ORDER MADE OUT TO PLAY & PARK STRUCTURES, C/O Play & Park Structures of New Jersey & New York.

Pricing: f.o.b. factory, firm for 30 days from date of quotation.

Submittals: our design proposal reflects the spirit and intent of the project plans and specifications. While some variations may exist between our quotation and the project design, the differences do not materially affect the intended use. Play & Park Structures designs and specifications are unique and not intended to be identical in all respects to other manufacturers. We shall submit for review and approval by the owner's representative detailed drawings depicting the equipment to be furnished accompanied by specifications describing materials. Once approved, these drawings and specifications shall constitute the final documents for the project and shall take precedence over all other requirements.

Exclusions: unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; safety surfacing; borders and drainage provisions.

Acceptance of quotation:

Accepted By (printed): \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Purchase Amount: \_\_\_\_\_ \$58,775.00

P.O. No: \_\_\_\_\_

Date: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

Order Information

Bill to: \_\_\_\_\_

Company: \_\_\_\_\_

Attn: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Billing Contact: \_\_\_\_\_

Billing Phone: \_\_\_\_\_

Billing Fax: \_\_\_\_\_

Ship to: \_\_\_\_\_

Company: \_\_\_\_\_

Attn: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Jobsite Contact: \_\_\_\_\_

Jobsite Phone: \_\_\_\_\_

Jobsite Fax: \_\_\_\_\_

Enter desired color palette name: \_\_\_\_\_ OR \_\_\_\_\_

Enter desired color: Uprights ( ) Decks ( )

Accents ( ) Roofs/Tubes ( ) Slides/Panels ( )

Play & Park Structures of New Jersey & New York

By: \_\_\_\_\_

Salesperson's signature

\_\_\_\_\_  
Salespersons's Signature

\_\_\_\_\_  
Customer's Signature



Proposal

February 13, 2024

Town of Chenango  
Broad Acres Park  
Binghamton, NY

Attn: Greg Burden

Re: **Installation of posts**

Budget Fence proposes to furnish the necessary materials, labor, and equipment to install 6 x 6" posts. The proposed fence work consists of the following:

- 1.) Furnish and install approximately eleven (11) 6 x 6 x 8' pressure treated wood posts along an approximately 80 ft. line at Broad Acres Park. All posts to be set in concrete to an approximate depth of 3 ft.

**Budget Fence proposes to complete the above scope of work for a price, of Three Thousand Six Hundred Dollars, (\$3,600.00).**

**\*Price is quoted at NY State Prevailing wage rates for Broome County, NY.**

Budget Fence specifically *excludes* the following:

- a) Utility Location
- b) Sales Tax on Materials.
- c) Any and all rock excavation
- d) Corner locations
- e) Clearing or grading of proposed fence lines
- f) Tree or brush removal
- g) Grounding or Bonding
- h) Restoration
- i) Contaminated soil removal
- j) Any work not specified above



# **BUDGET FENCE** OF AMERICA™

605 Conklin Road  
Binghamton, New York 13903-2300  
Phone: 607-723-4552 Fax: 607-723-2817  
[www.budget-fence.com](http://www.budget-fence.com)  
kevin@budgetfenceinc.com

---

If you have any questions or need additional information, please feel free to call me.

Sincerely,



Kevin Normile  
Field Estimator

ESTIMATE



**Prepared For**

Greg Burden ( Town Of Chenango)

**Precision Fence (ADJ Fence Inc)**

57 New York 7b  
Port Crane, Ny 13833  
Phone: (607) 624-8600  
Email: precisionfence607@gmail.com

Estimate # 779

Date 02/22/2024

Description	Total
Install 170' of 4' galvanized chainlink fence.	\$6,290.00
Install 170' of 4' galvanized chainlink fence. Will have 1 corner. 125' and 45' approximately. Will have tension wire on bottom. We will use industrial grade wt40 2.5" terminal posts, 2" line posts, 1&5/8" top rail. All posts are dug and set in concrete. Prevailing wages to be paid.	
<b>Subtotal</b>	\$6,290.00
<b>Total</b>	<b>\$6,290.00</b>

---

**Notes:**

This is an estimate. If digging conditions are more difficult than normal ( rock, concrete, trees, etc. Additional charges may be charged). Measurements can be a off. Any changes to the scope of work will be additional charges. If actual footage runs more it will be billed accordingly per section.

By accepting the work agreement the customer acknowledges that they have read the terms and conditions attached. Any cancelation of job will be 25% restocking fees. For wood fence board size is not actual size like most lumber. Ie: 2" x4" is actually 1.5"x3.5". Some pickets can warp after installation. We can'tcontrolthis. . Customer is responsible to know their property lines. Any permits needed if any are responsibility of homeowner. Private utilities such as water, sewer, electricity, etc are responsibility of homeowner to get marked. If we hit Private unmarked utilities( we don't have x-ray goggles to see underground) it is financial responsibility of homeowner or persons who hired us if they are hit and damaged and ADJ Fence is not financially responsible for any repairs. Even though we do our best Sometimes yard damage may occur to grass and dirt when fence is installed and we cannot be held liable. We do not warranty fence built on or around retaining walls, or around excavated areas, very wet areas, by banks within 10' of edge of bank, or repairs to old existing fence has no warranty. .. final payment is due immediately upon completion of work (Same day) or a 5% additional labor charge will be charged per week until Final payment is received.

By signing this document, the customer agrees to the services and conditions outlined in this document.

---

Greg Burden ( Town Of Chenango)

Broad Acres Park  
35 Jacobs Hwy  
Binghamton, NY 13901

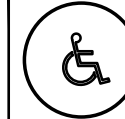
This play equipment is recommended for children ages:  
5-12

Scale: 3/16" = 1'-0"  
This drawing can be scaled only when in an 11" x 17" format

Drawn By:  
Chris Yates  
Date:  
1/17/24  
Quote Number:  
876-165433



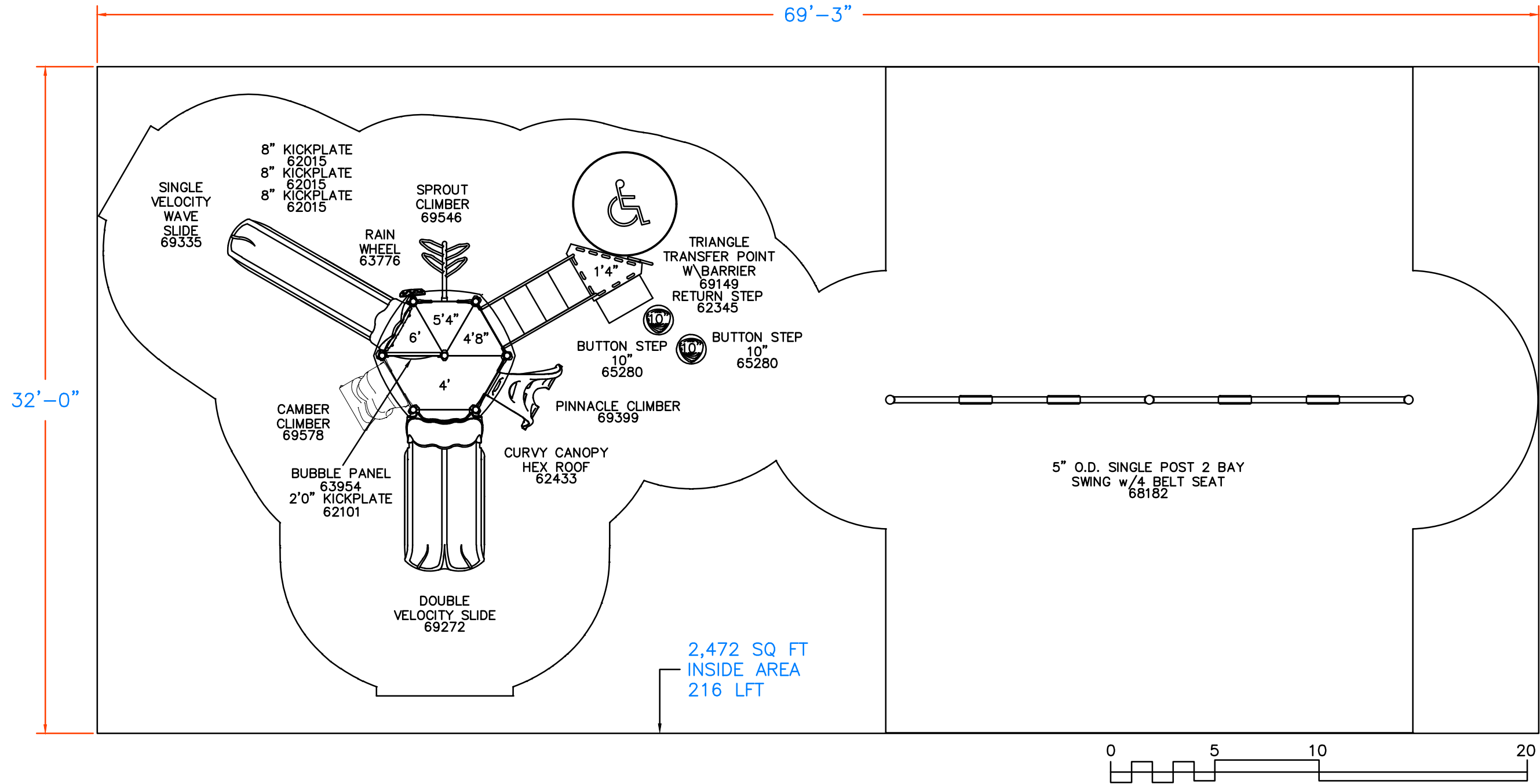
544 Chestnut Street  
Chattanooga, TN 37402  
800-727-1907 / www.playandpark.com



Total Play Components	13		
Elevated Play Components	6		
Elevated Play Components Accessible by Ramp	0	Req.	0
Elevated Components Accessible by Transfer	6	Req.	3
Accessible Ground Level Components Shown	7	Req.	2
Different Types of Ground Level Components	3	Req.	2

User Capacity	30-40
Critical Fall Height	6'-0"

Play and Park Structures of New York and New Jersey



It is the manufacturer's opinion that the structure shown herein complies with current ada standards concerning accessibility if used with proper accessible surfacing and together with other necessary ground level play equipment.  
Top View drawings and measurements are for overall site and structure appearance purposes. Top view should not be conceived as a construction detail; therefore, all measurements and slope requirements should be field verified prior to construction.  
**IMPORTANT:** Never install play equipment over hard, unresilient surfaces such as asphalt, concrete, or compacted earth. It is the owner's responsibility to ensure the "minimum area required" contains an appropriate amount of resilient material to cushion accidental falls.



HONEYDEW

**BROAD ACRES PARK**  
**BINGHAMTON, NEW YORK**

876-165433

PLEASE NOTE: RENDERINGS ARE FOR VISUAL PURPOSES ONLY. ANY PRODUCTS AND/OR SITE DETAILS HEREIN MAYBE SUBJECT TO CHANGE WITHOUT NOTICE.

**play&park**  
**structures**  
A PLAYCORE Company

544 CHESTNUT ST.  
CHATTANOOGA, TN 37402  
**800.727.1907**  
**PLAYANDPARK.COM**

## February 2024 Recap

The Highway Department went out 6 times during the month of February.

Crews continued to cold patch where needed. The water breaks on Charmel and Wallace were also patched.

Snow sand was hauled to the lot.

The edge of the lawn on Norman Rd was repaired.

Trees were cut and removed on Broad Acres Dr, Brotzman Rd, Dorman Rd, Poplar Hill Rd and Ransom Rd. Tree trimming occurred on Brotzman Rd, Cushman Blvd, East Hill Rd, Mix Rd and Oak Hill Rd.

We worked with the Water Dept. on a water break on Wallace Rd. We also helped the CF Schools by sweeping their bus garage.

All on-duty full-time employees attended an in-person training to retain or become a Certified Excavator as required by New York State.

### Items to be Discussed.

1. Truck #5, a 2015 Ford F350 has served the Town faithfully but it is getting tired and worn. This truck is used to haul blacktop in the summer for the majority of the Town's patching requirements, including patching water breaks. It is used on Mondays to collect yardwaste on our dead-end route and the hills when required. It is used to respond to storm damage and even as a plow in the winter.

Truck #5 is estimated per the Highway Records to be used on an average of 15.25 hours per week. It is a vital piece of the Town's fleet and is necessary to keep our roads in decent shape. I, therefore, am respectfully requesting that the resolution presented tonight is passed so that the process of replacing this unit can begin.

2. Drop Off Days. Broome County has given a deadline of March 29, 2024 to apply for the Tip-Fee Waiver Program. This is the program that we use in conjunction with our Drop Off Days Program. I would like to have Drop Off Days beginning Wednesday, September 11, 2024, to September 14, 2024.
3. Fund Balance Item. The Highway provided several fund balance projects in 2023. I requested quotes from vendors that are associated with Sourcewell contracts and I am attached that for you to review in anticipation of what building a new salt storage facility is going to entail. This is informational only at this point in time.







State of New York  
County of Broome Government Offices

Department of Public Works-Division of Solid Waste Management  
Jason T. Garnar, County Executive · Debra A. Smith, Director

February 13, 2024

**RE: ANNUAL TIP FEE WAIVER FOR MUNICIPAL CLEANUP DAYS**

For 2024, the County is giving municipalities the opportunity to have two (2) **one-day waiver** events during the year. As per our local law municipalities will be asked to provide the date for each one-day waiver event. Below are important notes for the 2024 process.

- **Applications are due March 29, 2024.**
- Applications must be submitted via email to:  
[BroomeCountyLandfill@broomecountyny.gov](mailto:BroomeCountyLandfill@broomecountyny.gov). No faxed applications.
- Electronics are not part of this program.

Wastes eligible for this program include **bulk items, white goods, scrap metal, wastes from illegal dump site cleanups**, and other wastes as may be collected through your special cleanup day effort. Wastes **not eligible** for this waiver include: **Tires, general municipal solid wastes, leaves and yard wastes, construction and demolition debris, and other wastes that are managed through the course of regular collection services.**

Attached are the program guidelines and the application form. All applications are due by March 29, 2024.

Once your application is received it will be reviewed and an approval letter will be issued with further directions.

Sincerely,

Debra Smith  
Director of Solid Waste Management

Attachments



850 Main Road, Corfu, New York 14036

Office: 716-741-7416 Fax: 716-706-1403 www.hybridbuildingsolutions.com

**Certified WBE**

November 17, 2023

Derin Kraack  
Town of Chenango  
1529 NY-12  
Binghamton, NY 13901

**Salt Storage Building Options**

Dear Derin,

Please accept the following proposal for your new salt storage building with our current pricing.

**72 feet wide by 100 feet long Calhoun Super Structures HT Series building**, 10 foot on center truss spacing providing a snow load capability of 50 lbs. and a minimum wind load of 100 mph. This building would be engineered based on Low Hazard with a "C" Exposure based on 2020 NYS Codes  
Building to be erected on 9'8" frost-depth precast wall foundation  
13.5 ounce Non-Fire-Retardant Elite fabric keder cover with individual panels between each truss  
One Elite Fabric Standard End with 4 passive vents  
Two 20' long end wall fabric and foundation returns on front of building  
Hot Dipped Galvanized Steel Anchor Bolts and Epoxy included  
Erected on site with OSHA certified, factory trained crew utilizing prevailing wages for Broome County  
Site Specific Engineered Drawings and Reactions included for building, foundation, and bolt connections  
Specific Geotechnical Requirements included  
All equipment and travel expenses included  
Sourcewell Awarded  
25 Year Warranty on fabric  
Delivered to Site

**\$433,977.00**

**72 feet wide by 100 feet long Calhoun Super Structures HT Series building**, 10 foot on center truss spacing providing a snow load capability of 50 lbs. and a minimum wind load of 100 mph. This building would be engineered based on Low Hazard with a "C" Exposure based on 2020 NYS Codes  
 Building to be erected on 9'8" frost-depth precast wall foundation  
 13.5 ounce Non-Fire-Retardant Elite fabric keder cover with individual panels between each truss  
 One Elite Fabric Standard End with 4 passive vents  
 One Elite Fabric Standard End with 18' x 18' framed opening  
 Hot Dipped Galvanized Steel Anchor Bolts and Epoxy included  
 Erected on site with OSHA certified, factory trained crew utilizing prevailing wages for Broome County  
 Site Specific Engineered Drawings and Reactions included for building, foundation, and bolt connections  
 Specific Geotechnical Requirements included  
 All equipment and travel expenses included  
 Sourcewell Awarded  
 25 Year Warranty on fabric  
 Delivered to Site

**\$448,880.00**

**Excavation of Footers**

**\$18,361.00**

**Electrical Service**

100 feet of conduit included from existing service  
 2 LED lights installed in building interior  
 2 LED lights installed on building exterior

**\$23,100.00**

**Building Pad & Stone**

**\$34,020.00**

**8-inch Concrete Floor**

Concrete floor supplied and poured  
 Fiber included  
 Stone base layer not included

**\$110,959.00**

**Two French drains**

**\$20,520.00**

**Proposal Subject to:**

- Ability of equipment to maneuver in and around perimeter of building safely
- Site and a 20 foot perimeter of the site being level, compacted and drained so equipment can operate safely and effectively
- No electrical, gas or water lines to be worked around. They must be clearly labeled.

**Not Included in the Above Estimate**

- Taxes (we would require a tax-exempt certificate)
- Associated fees or permits
- Site work
- Bonding
- Heating requirements

All of our buildings are Hot Dipped Galvanized, Post Fabrication. This means you have the full protection of HDG, inside and out, welds and all; nothing is exposed. Every building sold by Calhoun Super Structures is individually run through a 3D Finite Element Analysis using all the site and building specific information by 3<sup>rd</sup> Party Engineers. This process allows us to see the amount of stress your building is under, anywhere on the structure, down to the size of a pin head. This type of engineering is the only true way to see how your building will perform in a 100 or 500-year storm. The building comes with a 25-year Warranty.

Our building meets all OGS salt storage requirements.

Thank you for this opportunity to provide you with a proposal. Please call us once you have had an opportunity to review it.

Sincerely,  
Mari Louise Merkwa  
Managing Member  
Cell Phone: 716-544-5872

Assessor's Progress report as of March 1, 2024  
Prepared for the work session of March 6, 2024

The Second notice postcard was mailed and has continued its successful run. Applications postmarked by March 1, 2024 may be accepted.

Successful interviews were held for members of the Board of Assessment Review. The first candidate is currently working in Real Estate, has had years of experience and a good understanding of property in the Town of Chenango. The second candidate has years of experience as a surveyor for NYSEG, is familiar with the layout of the community, and has attended Town of Chenango public meetings for years.

Whereas both candidates can bring valuable experience to the Board of Assessment Review, I am requesting the Town Board accept both candidates to the B.A.R., the first candidate to fulfill the remaining term left by the retirement of a previous member, and the second candidate as an alternate.

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION AUTHORIZING AN INCREASE IN WATER AND SEWER RATES FOR  
NON-CONTRACT USERS OF THE TOWN OF CHENANGO WATER AND/OR  
SEWER SYSTEMS**

**WHEREAS**, the Superintendent of Public Works has proposed an increase in water and sewer rates for non-contract users of the Town of Chenango water and/or sewer systems, to take effect with the billing cycle that starts in April 2024 as follows:

<b><u>WATER</u></b>	Current Quarterly Charge	Proposed Quarterly Charge
Minimum Charge (first 750 cubic feet):	\$16.38	\$17.20
Minimum Charge, Outside User (first 750 cubic feet):	\$32.76	\$34.40
Each additional 100 cubic feet:	\$1.68	\$1.76
Capital Improvement fee (all users):	\$3.00	\$5.00

<b><u>SEWER</u></b>	Current Quarterly Charge	Proposed Quarterly Charge
Minimum Charge (first 750 cubic feet):	\$26.10	\$32.63
Each additional 100 cubic feet:	\$2.69	\$3.36
Flat Rate User (no water meter):	\$50.34	\$62.93
Capital Improvement fee (all users):	\$3.00	\$9.00

**WHEREAS**, the Town Board held a public hearing with respect to the proposed water and sewer rate increases on February 21, 2024;

**NOW, THEREFORE, BE IT RESOLVED** that the Town Board of the Town of Chenango authorizes an increase in water and sewer rates for non-contract users of the Town of Chenango water and/or sewer systems as proposed by the Superintendent of Public Works, to take effect with the billing cycle beginning in April 2024.

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION AUTHORIZING ADVERTISEMENT FOR SEALED BIDS FOR PURCHASE OF A 2024 OR NEWER CLASS 3 DUMP TRUCK WITH PLOW OPTIONS**

The Town Board of the Town of Chenango, duly convened in regular session, March 6, 2024, hereby does RESOLVE as follows:

**WHEREAS**, the Superintendent of Highways of the Town of Chenango has recommended and requested approval to advertise for sealed bids for the purchase of (1) 2024 or Newer Class 3 Dump Truck with Plow Options; and

**WHEREAS**, the Superintendent of Highways has assembled a bid package;

**NOW, THEREFORE, IT IS HEREBY RESOLVED** that the Town Board of the Town of Chenango authorizes the advertisement for sealed bids for the purchase of a 2024 or Newer Class 3 Dump Truck; and it is further

**RESOLVED** that sealed bids for one (1) 2024 or Newer Class 3 Dump Truck with Plow Options shall be received until March 25, 2024 at 10:00 am at the Town Clerk’s Office at 1529 NY RT 12, Binghamton, NY 13901, at which time the said bid shall be opened, read aloud and referred to the Town Board for further action, and it is further

**RESOLVED** that this Town Board reserves the right to reject any and all bids as their interest may appear; and it is further

**RESOLVED**, that this resolution shall take effect immediately.

**CERTIFICATION**

I, Dawn Blair, 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 6th day of March 2024. Said resolution was adopted by the following roll call vote:

Supervisor Mike Lumsden \_\_\_\_\_  
Councilperson Jim DiMascio \_\_\_\_\_  
Councilperson Gene Hulbert Jr. \_\_\_\_\_  
Councilperson Dave Johnson \_\_\_\_\_  
Councilperson Kevin Worden \_\_\_\_\_  
Town of Chenango Seal

Dated: March 6, 2024

---

Dawn Blair  
Town Clerk of the Town of Chenango



**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION APPROVING ABSTRACT NO. 3**

The Town Board of the Town of Chenango, duly convened on Wednesday, March 6, 2024, does hereby RESOLVE to approve and pay the audited claims listed on Abstract 3 dated March 6, 2024, as follows:

General Fund - Voucher Nos. 1-51; Check Nos. 6656-6693, totaling the sum of \$146,033.60.

Highway Fund - Voucher Nos. 1-15; Check Nos. 2242-2253, totaling the sum of \$35,114.19.

Water Fund - Voucher Nos. 1-5; Check Nos. 2154-2158, totaling the sum of \$8,155.79.

Sewer Fund - Voucher Nos. 1-10; Check Nos. 2651-2659, totaling the sum of \$17,322.66.

Sewer Consolidated – Voucher No. 1; Check No. 1135, totaling the sum of \$876.60.

Special District/Light District – Voucher No. 1; Check No. 1227, totaling the sum of \$5,945.31.

Special District/Fire District 1 – Voucher No. 2; Check No. 1226, totaling the sum of \$352,436.00.

WHEREAS this resolution shall take effect immediately.

Offered by:

Seconded by:

**CERTIFICATION**

I, Dawn Blair, 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 6th day of March. Said resolution was adopted by the following roll call vote:

Supervisor Mike Lumsden	_____
Councilperson Jim DiMascio	_____
Councilperson Gene Hulbert Jr.	_____
Councilperson Kevin Worden	_____
Councilperson Dave Johnson	_____

Town of Chenango Seal

Dated: March 6, 2024

---

Dawn Blair, Town Clerk  
Town of Chenango

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION AUTHORIZING PURCHASE OF GPS SYSTEM**

The Town Board of the Town of Chenango, duly convened in regular session on March 5, 2024, does hereby RESOLVE as follows:

**WHEREAS**, the Town Board desires to purchase a HighwayTrac GPS Technology system for use in Town-owned vehicles; and

**WHEREAS**, the funds to purchase said GPS system shall come from excess fund balance.

**NOW, THEREFORE, IT IS HEREBY RESOLVED** that the purchase of 32 GPS tracking units from HighwayTrac, for a one-time cost of \$2,560, to be paid from excess fund balance, is hereby approved; and it is further

**RESOLVED**, that an annual service contract with HighwayTrac, at an annual estimated cost of \$6,144, to also be paid from excess fund balance, is hereby approved; and it is further

**RESOLVED**, that the Town Supervisor or his designee is delegated all authority necessary and appropriate to effectuate the foregoing; and it is further

**RESOLVED**, that this resolution shall take effect immediately.

Offered by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

Supervisor Michael Lumsden	_____
Councilperson Jim DiMascio	_____
Councilperson Gene Hulbert Jr.	_____
Councilperson David Johnson	_____
Councilperson Kevin Worden	_____

**RESOLUTION AUTHORIZING REVISIONS TO RETAINER AGREEMENT  
WITH THE LAW FIRM OF NAPOLI SHKOLNIK PLLC**

The Town Board of the Town of Chenango, duly convened in regular session on March 5, 2024, hereby does RESOLVE as follows:

**WHEREAS**, the Town retained the services of the Law Firm of Napoli Shkolnik PLLC (“Napoli”) to prosecute any legal claim for negligence or other viable causes of action, against any and all parties found to be liable for injuries and/or property damages suffered by the Town arising out of the contamination of water supplies by per- and polyfluoroalkyl substances (*PFAS*) and other hazardous water contaminants, including 1,4 dioxane; and

**WHEREAS**, as set forth in a letter dated February 15, 2024, Napoli has proposed certain modifications to the Contingency Fee Payment Schedule in the retainer agreement due to recent developments in the litigation; and

**WHEREAS**, the Town Board as reviewed the proposed modification and is in agreement with the same.

**NOW, THEREFORE, IT IS HEREBY RESOLVED** that the Town Board of the Town of Chenango hereby authorizes the modifications to the Contingency Fee Payment Schedule in the retainer agreement as set forth herein; and it is further

**RESOLVED**, that this resolution shall take effect immediately.

Offered by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

Supervisor Michael Lumsden	_____
Councilperson Jim DiMascio	_____
Councilperson Gene Hulbert Jr.	_____
Councilperson David Johnson	_____
Councilperson Kevin Worden	_____

**RESOLUTION AUTHORIZING ADVERTISEMENT FOR SEALED BIDS  
FOR WASTE WATER PUMPING AND HAULING**

The Town Board of the Town of Chenango, duly convened in regular session on March 5, 2024, hereby does RESOLVE as follows:

**WHEREAS**, the Town Superintendent of Public Works has recommended and requested approval to advertise for sealed bids for the removal, transporting, and disposal of sludge and/or solid floating material from the Pennview Waste Water Treatment Plant and solid floating material from the Chenango Heights pumping station; and

**WHEREAS**, the Town Superintendent of Public Works has assembled a bid package.

**NOW, THEREFORE, IT IS HEREBY RESOLVED** that the Town Board of the Town of Chenango authorizes the advertisement for sealed bids for the removal, transporting, and disposal of sludge and/or solid floating material from the Pennview Waste Water Treatment Plant and solid floating material from the Chenango Heights pumping station; and it is further

**RESOLVED** that sealed bids shall be received until \_\_\_\_\_, 2024 at 12:00 p.m. at the Town Clerk’s Office at 1529 NY RT 12, Binghamton, NY 13901, at which time the bids shall be opened, read aloud and referred to the Town Board for further action, and it is further

**RESOLVED** that this Town Board reserves the right to reject any and all bids as their interest may appear; and it is further

**RESOLVED**, that this resolution shall take effect immediately.

Offered by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

Supervisor Michael Lumsden	_____
Councilperson Jim DiMascio	_____
Councilperson Gene Hulbert Jr.	_____
Councilperson David Johnson	_____
Councilperson Kevin Worden	_____

# Town of Chenango Future Topics List

March 20<sup>th</sup>, 2024

- Zoning Issues
- Policy Manual
- Extending hard 8:00pm meeting stop

April 3<sup>rd</sup>, 2024

- Ordinance software training

Topics Not Yet Discussed for Agenda Schedule:

TBD