



Town of Chenango

Minutes

Town Board

5:00 PM - Wednesday, April 3, 2024

Town Office Building

The Town Board of the Town of Chenango was called to order on Wednesday, April 3, 2024, at 5:00 PM, in the Town Office Building, with the following members present:

Present: Councilperson Jim DiMascio
Councilperson Dave Johnson
Councilperson Kevin Worden
Supervisor Mike Lumsden

Absent: Councilperson Gene Hulbert Jr.

Also Present: Nate VanWhy, Attorney
Derin Kraack, Highway Superintendent
Greg Burden, Superintendent of Public Works
Joy Kasmarcik, Safety Administrator
Dawn Blair, Town Clerk

CALL TO ORDER / PLEDGE OF ALLEGIANCE

ROLL CALL

The Clerk took the roll call. Councilperson Hulbert was absent.

COMMUNICATIONS

A note was read from the Holy Trinity Lutheran Church thanking Highway Superintendent Kraack for his help replacing their new church sign.

A letter from the Broome County District Attorney's Office was read regarding their investigation into various reported issues with then Supervisor Klenovik, the Town Board and Michael Lumsden. The letter stated the investigation ended with the resignation of Supervisor Klenovik in September 2023 and revealed no wrong doing by Michael Lumsden.

[DA Letter](#)

OPEN FORUM

Supervisor Lumsden recused himself from the Open Forum in order to speak as a citizen. Councilperson DiMascio led the Open Forum discussion.

A citizen again expressed his concern about the safety of the Town Hall. He stated that a security guard should be employed and the building locked and secured. He feels strongly about the problem and vowed to bring it up at every meeting until something is done.

A representative of National Donate Life Month asked the Board to consider flying the Donate Life flag during the month of April.

A citizen expressed frustration that the person who leaked information during the investigation has not been identified. He commended the person who did it because it allowed the investigation to go forward.

Mike Lumsden read a statement regarding his frustration in having a garage built on his daughter and son-in-law's property. They have followed the required steps of going before the Planning Department and the ZBA but because of a gap in the Town Code they are unable to get a building permit because it is on a private road. He requested that the Board work on changing the Town Code to allow this type of development.

[Lumsden Variance for Garage](#)

OLD BUSINESS

Time Clocks/Paychex Software Discussion

There was discussions about the two methods of recording the work day for Town Hall employees. The method of logging in and out on Paychex each day is very effective and allows the productivity of the Administrative Assistant to improve. The time clock is a one time cost as opposed to the monthly cost of Paychex but there would be a savings in time spent preparing payroll. The quote provided by Paychex was for more employees than would be affected. Supervisor Lumsden will get a quote for the exact number of employees who would be using the system. The goal of establishing a new system of recording the workday is to assure that there is coverage in departments in Town Hall in order to serve the public.

[Paychex Flextime Summary-TownOfChenango-Flextime 03-27-2024 153046 1](#)

[TOWN OF CHENANGO Quote#61066](#)

[TOWN OF CHENANGO Quote#61065](#)

[MJR-PLUS brochure NB hero](#)

[PIX-25 B](#)

Senior Ordinance Clerk Job Opening Update

There was no update provided.

Fire Shutter Plans Approval from Code Enforcement Officer

The fire shutter passed inspection.

[Ordinance Fire Shutter Recommendation](#)

Castle Creek Post Office

There was no update.

Policy Manual

Councilperson Hulbert was absent at tonight's meeting. The Policy Manual discussion was tabled until the April 17 meeting.

Fund Balance

The 2023 accounts have been closed out and the fund balance calculated. The projects that have been designated to receive money from the fund balance need to be identified.

DPW Pumping & Hauling Package Bid Results

There were no questions regarding the bid results.

[Bid Sheet for Opening](#)

Highway Truck Bid Package Results

There were no questions regarding the bid results.

[Bid Sheet for Opening \(Highway\)](#)

PUBLIC HEARINGS - 6:00PM

None.

NEW BUSINESS

Updated Drug and Alcohol Policy

Safety Administrator Joy Kasmarcik presented information on updates needed in the drug and alcohol policy due to changes in the law because of cannabis being legalized. As a result, the current policy is out of date and only applicable to employees who do not have CDL licenses. Those who do are still subject to testing for pre-employment as well as random testing. The reasonable suspicion sections of the policy also need to be updated accordingly.

Code Enforcement Officer Hiring Update

There was no update provided.

Ed & Ed Quadient Mailing Machine Approval

The lease on the current mailing machine has expired. Information on a new Quadient mailing system was provided. The 63-month lease is \$192.50 per month. Ed & Ed has provided excellent customer service and the Town Hall employees have been very satisfied. It was agreed to have a resolution prepared for leasing the mailing system.

[Quadient Mailing Machine](#)

Hiring of a Planning Board Member & Alternate

There are no active applications for the Planning Board positions. It will be advertised locally on the website and on a signboard. Applications will be accepted until Friday, April 26. It will be discussed at the May 1 meeting.

[Planning Board Hiring Update](#)

DEPARTMENT REPORTS / SUPERVISOR REPORT / ATTORNEY REPORT

Attorney's Report

Attorney VanWhy was in contact with the Napoli firm regarding joining a class action lawsuit on behalf of the Town. The Board will have to authorize being included in the filing and are being encouraged to do that at the next meeting. 7 Brew Coffee is interested in opening a shop on Front Street near Lowes. The shop is a client of Coughlin & Gerhardt so there is a conflict

that the Town Board needs to be aware of. Work was done on the Teamster's grievance. The Public Employees Relations Board has assigned a mediator for the negotiations with the Teamsters.

Supervisor's Report

Supervisor Lumsden was contacted by a motorcycle club that is putting a benefit ride on for a woman who passed away. They are asking to use the Town Hall parking lot as a place to register people for the ride which will go down Route 206 and end at the Trout Creek Fire Station. Attorney VanWhy explained that the parking lot is not considered a public place as would, for example, a park. Once you agree to open it to the public you can't discriminate against other groups that want to do the same thing. There should be a clear policy adopted on how a group can use a space. It was suggested that they be told they can use Castle Creek Park.

Supervisor Lumsden also asked the Board about the woman who had asked the Town tonight to fly the Donate Life flag. Attorney VanWhy explained that a difficult precedent can be set when approving that. To avoid discrimination, other groups would have to be approved even if the flags represented causes that the Board did not approve of. It was decided the request would be denied.

Attorney VanWhy stated the Board should discuss the Supervisor's request for consideration on a garage to be built on his private road. He will contact Councilperson Hulbert and inform him of the request so it can be discussed at the April 17 meeting.

DPW Report

Superintendent of Public Works Greg Burden presented his report. He contacted TruView regarding their assistance in placement of cameras but they are unwilling to offer advice because of liability. A professional outside of the Town is preferred, so it was decided to ask the Town's insurance company. Supervisor Lumsden will contact them and report back at the next meeting.

[March 2024](#)

[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](#)

[Broad Acres Park Estimate](#)

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

[876-165433_Broad Acres Park_3D_Poster](#)

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

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

[Castle Creek Park Estimate](#)

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

[Precision Fence ADJ Fence inc estimate 779](#)

[Town of Chenango Parks black top](#)

[2024.04 Monthly Board Update B&L](#)

[Truview Recommendation](#)

Highway Report

Highway Superintendent Kraack presented his report.

[Highway Report](#)

RESOLUTIONS

[Resolution Regarding Expenditure of Funds for a Contract for Delivery and Installation of Audio Visual Equipment](#)

The motion was made to approve the resolution to expend funds for the delivery and installation of audio visual equipment.

Motion made by Councilperson Dave Johnson, Seconded by Councilperson Jim DiMascio

Ayes: Councilperson Jim DiMascio, Councilperson Dave Johnson, Councilperson Kevin Worden, and Supervisor Mike Lumsden
Nays: None
Abstained: None
Carried: 4-0

[Resolution Adopting Updated Drug and Alcohol Policy Safety Committee Minutes Feb24 Drug and Alcohol Policy - Attorney's Version RE D A Policy Question\(PRIVATE\)](#)

The motion was made to approve the resolution adopting the updated drug and alcohol policy.

Motion made by Councilperson Jim DiMascio, Seconded by Councilperson Kevin Worden

Ayes: Councilperson Jim DiMascio, Councilperson Dave Johnson, Councilperson Kevin Worden, and Supervisor Mike Lumsden
Nays: None
Abstained: None
Carried: 4-0

[Abstract No. 5 Resolution Approving Abstract No. 5](#)

The motion was made to approve Abstract #5.

Motion made by Councilperson Kevin Worden, Seconded by Councilperson Jim DiMascio

Ayes: Councilperson Jim DiMascio, Councilperson Dave Johnson, Councilperson Kevin Worden, and Supervisor Mike Lumsden
Nays: None
Abstained: None
Carried: 4-0

[Resolution Awarding Bid for Highway Truck Bid Package Chenango Sales, Inc. Bid](#)

The motion was made to approve the resolution awarding the bid for the highway truck previously discussed.

Motion made by Councilperson Jim DiMascio, Seconded by Councilperson Dave Johnson

Ayes: Councilperson Jim DiMascio, Councilperson Dave Johnson, Councilperson Kevin Worden, and Supervisor Mike Lumsden
Nays: None

Abstained: None

Carried: 4-0

[Pumping and Hauling Bid Award Resolution
Bodek Bid](#)

The motion was made approving the resolution for the pumping and hauling bid award.

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

Ayes: Councilperson Jim DiMascio, Councilperson Dave Johnson,
Councilperson Kevin Worden, and Supervisor Mike Lumsden

Nays: None

Abstained: None

Carried: 4-0

[Resolution Authorizing Lease of Quadient IX-5AF From Ed & Ed Technology](#)

The motion was made to approve authorizing the lease of a Quadient IX-5AF.

Motion made by Councilperson Jim DiMascio, Seconded by Councilperson Kevin Worden

Ayes: Councilperson Jim DiMascio, Councilperson Dave Johnson,
Councilperson Kevin Worden, and Supervisor Mike Lumsden

Nays: None

Abstained: None

Carried: 4-0

FUTURE BOARD TOPICS

April 17

- Time Clock/Paychex
- Ordinance Senior Clerk Position and Code Enforcement Position
- Policy Manual
- Fund Balance
- Napoli Decision
- RFP Secure Vestibule
- Attorney Presentation on PDDR

May 1

- Discussion on Planning Board Candidates
- GPS Discussion
- PDDR Discussion

OPEN FORUM

A resident complimented the Board on the way the meeting was conducted.

A resident stated he had heard there was going to be another solar farm application in the Town. He suggested the Town consider putting one in at the Town dump where the Town could take advantage of its benefits.

EXECUTIVE SESSION

The motion was made to go into Executive Session for attorney-client discussion.
Motion made by Councilperson DiMascio. Seconded by Councilperson Worden.
Supervisor Lumsden recused himself.

Councilperson Worden Aye
Councilperson DiMascio Aye
Councilperson Johnson Aye
Carried

At 6:40 the motion was made to return to regular session.
Motion made by Councilperson Worden. Seconded by Councilperson Johnson.

Councilperson Worden Aye
Councilperson DiMascio Aye
Councilperson Johnson Aye
Carried

ADJOURNMENT

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

Motion made by Councilperson Jim DiMascio, Seconded by Councilperson Kevin Worden
Carried

Respectfully submitted,

Dawn Blair, Town Clerk
Town of Chenango

BROOME COUNTY DISTRICT ATTORNEY'S OFFICE

F. Paul Battisti
DISTRICT ATTORNEY



ADDRESS:
George R. Harvey Justice Building
45 Hawley Street

MAILING ADDRESS:
P.O. Box 1766
Binghamton, New York 13902

Tel: (607) 778-2423
Fax: (607) 778-8870
Fax: (607) 778-2363

WEBSITE:
www.gobroomecounty.com/da

March 28, 2024

Nathan D. VanWhy, Esq.
Coughlin & Gerhart, LLP

RE: Town of Chenango Investigation


Dear Mr. VanWhy,

The Office of the Broome County District Attorney undertook and completed its investigation into various reported issues concerning the Town of Chenango Board, the Town of Chenango Supervisor Jo Anne Klenovic, and Michael Lumsden.

Our investigation included the review of numerous reports, documents, recordings, videos as well as numerous interviews with various current and former members of the Board and Mr. Lumsden.

The investigation ended following the resignation of Supervisor Klenovic in September of 2023. As concerning the current Town of Chenango Supervisor, Michael Lumsden, our investigation revealed no wrong-doing.

Sincerely,


Lucas W. Finley, Esq.
Deputy District Attorney

April 3, 2024

I am addressing the board as a Town of Chenango resident and property owner. My daughter and son-in-law built a beautiful home in 2016. At that time, they had followed all of the town's procedures and requirements through the Planning Board as well as the ZBA. They obtained a variance and a building permit to construct their house. I own and maintain a private road from Route 11 to Brotzman Road. That private road gives Thomas and Kaitlyn Eldridge access to both Brotzman Road and Route 11 from their house. It also provides access from David Watkin's house that is located in the Town of Barker. Both use my private road for access.

Both properties have easements and right-of-ways in their abstracts, titles and deeds. NYSEG provides power to each house and they maintain their power line on my private road and have access to it.

My son-in-law started the process of obtaining a building permit to build a garage in January of this year. He started this process in January so he would have the spring and summer to construct his garage during the normal building season. He had gone to the Planning Board and the ZBA and he obtained a variance to build this garage.

But once again, there appears to be a hole in the Town Law Code and process to acknowledge a private road. The Town of Chenango has zero requirements for a private road and I am asking the board to address this issue.

I have provided documents to each of you:

Document #1, you will see the approval from Chenango Fire Company that the private road is more than suitable for emergency services and they have no issues with the road (the same goes for NYSEG).

Document #2 is the planning board minutes and you will see on page 10 where Lumsden Road is discussed and the town engineer had no concerns. Page 12, the planning board had given a favorable advisory to the ZBA.

Document #3 is the ZBA public hearing that was held. You can see all of the conversation and the neighbors that spoke during the public hearing. On page 7, you will see that the ZBA approved a variance, but now here we are in April and apparently a building permit cannot be issued.

We have extinguished the planning board, we have extinguished the ZBA and the next step is to come to the Town Board. This hole needs to be addressed in town code for not only us, but also other property owners in the Town of Chenango. We have to do something to encourage young people to want to build homes here.

Thank you for your consideration.

Investment Summary

Town Of Chenango

Federal ID: 15-6000896
 Client ID: 940-14126696

Created Date: 03-27-2024
 Quote Number: Q-1137285

Prepared by:

Cassandra Brown
 Sales Representative - Customer Success - Large Market
 cmbrown1@paychex.com
 5857947005

Prepared for:

Town Of Chenango
 Jodi Carey
 payroll@townofchenangony.gov

Monthly Fees	Units	Total
Paychex Flex Time - Per Employee Fee	65	\$289.25
Lease Proximity Clock **WIFI Enabled**	1	\$110.00
Flex Time Off Management	65	\$97.50
Paychex i8000 Iris Time Clock Lease	1	\$160.00
Total		\$656.75

One-Time Fees	Units	Total
Paychex Flex Time - Setup Fee	1	\$1,000.00
Time Clock Delivery	1	\$25.00
Total		\$1,025.00

- The Fees and/or discounts quoted in this Investment Summary are valid for thirty (30) days from the Created Date.

Notations

Product / Billing

- This is a proposal only. The Fees quoted are estimates and your actual Fees may vary based on your payroll frequency, number of workers, and actual products or services selected. The information contained in this proposal is confidential and proprietary and should not be shared with anyone outside your company. Unless otherwise agreed to in writing by the parties: (1) Fees may change as set forth in the service agreement; and (2) promotions begin and expire according to the terms of the promotion.
- Totals displayed do not include sales tax where applicable.

Year-End Delivery

- **Note:** Please review your delivery method with your service provider before 12/31 to avoid additional charges.



SYRACUSE TIME & ALARM CO., INC.

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jlemay@syrtime.com Web: www.syrtime.com

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Page 1 of 4

Bill To:

TOWN OF CHENANGO

1529 NY-12
BINGHAMTON, NY 13901
PH: (607) 760-6240
ATT: GREG BURDEN

Work Site:

TOWN OF CHENANGO

1529 NY-12 ,
BINGHAMTON, NY 13901
FAX: (607) 648-8519
REF:

Date: 3/18/2024
Expires: 4/17/2024
Terms: NET 30 DAYS NO DISC
Ship Method: Ground
Sales Rep: JFL

Qty	Part#	Description	Unit Price	Extended
5	MRX-PLUS/100	ELECTRONIC CALCULATING TIME CLOCK UP TO 100 EMPLOYEES, FREE HOSTED APP INCLUDED	\$448.00	\$2,240.00
1	LE-310550	TIMECARDS PACK OF 1000 (ALL PAY PERIODS 10 SETS 1-100)	\$150.00	\$150.00
1	S&H FEES	SHIPPING & HANDLING CHARGES	\$101.58	\$101.58
1	LABOR_CADPM	LABOR FOR AUTO CAD & PROJECT SUPPORT	\$89.63	\$89.63

This Quotation Does Not Include An Allowance For Contract Held Retainage.
Payment Is Expected In Accordance To Our Standard Terms.

Thank you for your business

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Notes: **Total:**

Sub Total: \$2,581.20
Tax: \$0.00
Total Quote: \$2,581.20

We Are Pleased To Accept All Major Credit Cards For Your Convenience!
As of September 1st , 2023 an additional Transaction fee of 2.99% will be added to All Transactions paid by Credit Card.
CREDIT CARD FEE FOR THIS QUOTE : \$77.18

This Quotation Does Not Include An Allowance For Contract Held Retainage.
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FAX: (607) 648-8519
REF:

Date: 3/18/2024
Expires: 4/17/2024
Terms: NET 30 DAYS NO DISC
Ship Method: Ground
Sales Rep: JFL

Terms and Conditions:

Syracuse Time & Alarm Co., Inc. **here in and after referred to as "STA"**

WARRANTY: All products sold by STA are third party products and are subject to the warranties and representations of the applicable manufacturers.

WE EXPRESSLY DISCLAIM ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

TITLE TO GOODS: Title to goods noted herein being purchased, is retained by STA until such goods are paid for in full by the purchaser and only at that time will title then pass to the purchaser. You are responsible for any loss, theft or destruction of the goods noted above, that are delivered to your premises, until such time that full payment is made to STA, for said goods.

WORK SCHEDULE: All installation, alteration, inspection, testing or other service of the equipment specified in this proposal may be performed any day of the week at the sole discretion of STA until completion, excluding holidays, and between the hours of 8 am and 5 pm, unless you direct otherwise, in which case you agree to pay STA any increased cost resulting from our performance of your request and/or adjusted work days or hours.

PRICING TERMS: Quote and contract price are valid for 30 days from the date stated herein. Customer acknowledges and agrees STA's quote and contract price assumes the work will be completed in one phase that will not extend longer than twelve (12) months. If the project is broken up into multiple phases or extends longer than twelve (12) months, STA may require a change order for additional project staging and escalation.

Customer acknowledges and agrees STA's quote and contract price is predicated on Customer's representation of the work being privately funded and that such quotation and contract price excludes an allowance for the payment by STA of any funds or monies for wage differences necessitated by fees, charges, prevailing wages or other assessments imposed by any governmental authority or person. If, subsequent to STA's quotation, it is discovered the work is funded, in whole or in part, by any public funds, monies or grants, then Customer agrees to pay STA any additional and increased fees, charges and costs, as well as the wage differences for the payment of any prevailing wages in excess to those anticipated in this quotation or subsequent contract.

Temporary delays in delivery, labor or services from STA and its sub-suppliers or subcontractors may occur due to supply chain, manufacturing, or other challenges and/or complications. Among other factors, STA delivery is subject to the correct and punctual supply from sub-suppliers or subcontractors, and STA reserves the right to make partial deliveries or modify its labor or services. STA shall not be responsible for the replacement of equipment or parts no longer commercially available to STA. In such instances, or where delays are likely to impede timely job completion, Customer authorizes STA to make reasonable substitutions and/or modifications to parts/equipment, labor, or services where appropriate like-kind alternatives exist, and shall be responsible for any increase or additional cost that results.

While STA shall make every commercially reasonable effort to meet the delivery or service completion dates, due to current supply chain challenges, STA does not guarantee that all equipment necessary for the completion of this installation will be received prior to the customer or the owner's deadline. It will be the customers' or owners' responsibility to obtain all necessary state & local (temporary) approvals from all relevant Authorities Having Jurisdiction as needed to accommodate any potential delays as caused by these disruptions.

**This Quotation Does Not Include An Allowance For Contract Held Retainage.
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Thank you for your business

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Date: 3/18/2024
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Terms: NET 30 DAYS NO DISC
Ship Method: Ground
Sales Rep: JFL

Qty	Part#	Description	Unit Price	Extended
5	PIX-25/A416	ELECTRONIC SIDE PRINTER (ATOMIC)	\$380.00	\$1,900.00
1	S&H FEES	SHIPPING & HANDLING CHARGES	\$80.75	\$80.75
1	LABOR_CADPM	LABOR FOR AUTO CAD & PROJECT SUPPORT	\$71.25	\$71.25

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Thank you for your business

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Monday, March 18, 2024

"Our Concern Makes The Difference" ®



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Notes: **Total:**

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Tax: \$0.00
Total Quote: \$2,052.00

We Are Pleased To Accept All Major Credit Cards For Your Convenience!
As of September 1st , 2023 an additional Transaction fee of 2.99% will be added to All Transactions paid by Credit Card.
CREDIT CARD FEE FOR THIS QUOTE : \$61.35

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WE EXPRESSLY DISCLAIM ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

TITLE TO GOODS: Title to goods noted herein being purchased, is retained by STA until such goods are paid for in full by the purchaser and only at that time will title then pass to the purchaser. You are responsible for any loss, theft or destruction of the goods noted above, that are delivered to your premises, until such time that full payment is made to STA, for said goods.

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PRICING TERMS: Quote and contract price are valid for 30 days from the date stated herein. Customer acknowledges and agrees STA's quote and contract price assumes the work will be completed in one phase that will not extend longer than twelve (12) months. If the project is broken up into multiple phases or extends longer than twelve (12) months, STA may require a change order for additional project staging and escalation.

Customer acknowledges and agrees STA's quote and contract price is predicated on Customer's representation of the work being privately funded and that such quotation and contract price excludes an allowance for the payment by STA of any funds or monies for wage differences necessitated by fees, charges, prevailing wages or other assessments imposed by any governmental authority or person. If, subsequent to STA's quotation, it is discovered the work is funded, in whole or in part, by any public funds, monies or grants, then Customer agrees to pay STA any additional and increased fees, charges and costs, as well as the wage differences for the payment of any prevailing wages in excess to those anticipated in this quotation or subsequent contract.

Temporary delays in delivery, labor or services from STA and its sub-suppliers or subcontractors may occur due to supply chain, manufacturing, or other challenges and/or complications. Among other factors, STA delivery is subject to the correct and punctual supply from sub-suppliers or subcontractors, and STA reserves the right to make partial deliveries or modify its labor or services. STA shall not be responsible for the replacement of equipment or parts no longer commercially available to STA. In such instances, or where delays are likely to impede timely job completion, Customer authorizes STA to make reasonable substitutions and/or modifications to parts/equipment, labor, or services where appropriate like-kind alternatives exist, and shall be responsible for any increase or additional cost that results.

While STA shall make every commercially reasonable effort to meet the delivery or service completion dates, due to current supply chain challenges, STA does not guarantee that all equipment necessary for the completion of this installation will be received prior to the customer or the owner's deadline. It will be the customers' or owners' responsibility to obtain all necessary state & local (temporary) approvals from all relevant Authorities Having Jurisdiction as needed to accommodate any potential delays as caused by these disruptions.

**This Quotation Does Not Include An Allowance For Contract Held Retainage.
Payment Is Expected In Accordance To Our Standard Terms.**

Thank you for your business

*How are
we doing?*





SYRACUSE TIME & ALARM CO., INC.

2201 BURNET AVE.
SYRACUSE, NY 13206-2930

PHONE (315) 433-1234 · (800) 762-2667 · FAX (315) 463-5006
jlemay@syrtime.com Web: www.syrtime.com

QUOTATION
61065

Licensed by N.Y.S. Department
of State #12000032805

Page 4 of 4

Bill To:

TOWN OF CHENANGO
1529 NY-12
BINGHAMTON, NY 13901
PH: (607) 760-6240
ATT: GREG BURDEN

Work Site:

TOWN OF CHENANGO
1529 NY-12 ,
BINGHAMTON, NY 13901
FAX: (607) 648-8519
REF:

Date: 3/18/2024
Expires: 4/17/2024
Terms: NET 30 DAYS NO DISC
Ship Method: Ground
Sales Rep: JFL

Terms Continued:

PRICE ESCALATION: If, during the term of this Contract, the price of various materials, labor or logistics are increased as reflected by the relevant market index, then STA may increase the Contract Sum or apply a surcharge to Customer accordingly.

FINANCE CHARGES: Payment is due in full no later than thirty (30) days from the date of delivery to the buyer and such date will become the "due date". A finance charge of 1 1/2% per month will be added to any outstanding balance that remains unpaid after the due date. The finance charge will be computed on the 30th day, starting from the date and continuing until the entire balance due is paid in full. Buyer agrees to pay all costs incurred by STA of enforcing our rights against you including, but not limited to, reasonable attorney's fees.

ADDITIONAL TERMS & CONDITIONS: All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner in accordance to standard industry practices. Any alterations from the goods and services indicated above involving additional costs will become part of the terms of the contract only upon written change order, and will become an extra charge over and above the estimate. Additional devices and equipment that are required in order to obtain AHJ/owner approval are to be priced by STA as a change order. STA may charge you a restocking fee for the return of any non-defective merchandise. We will not be liable for any damages or any loss sustained by you as a result of a delay in the installation of any equipment, equipment failure or other interruptions due to electrical outages, strikes, accidents, walkouts, acts of God and other causes beyond our control.

In the case of material sales over \$10K we have the right to invoice for stored material.

You warrant that the person signing this proposal for you has the authority to do so. This proposal may be withdrawn if it is not signed and returned to STA prior to the expiration date noted above and may be superseded by a separate sales and/or service agreement between the parties.

YOU HAVE READ, UNDERSTAND AND AGREE TO THE TERMS OF THIS PROPOSAL WHICH ARE HEREBY ACCEPTED INCLUDING TITLE TO GOODS AND THE SUBSEQUENT PAYMENT DUE AS NOTED ABOVE. SYRACUSE TIME & ALARM CO., INC. IS UNDER NO OBLIGATION TO ACT UNDER THE TERMS OF THIS PROPOSAL UNTIL A SIGNED COPY OF THIS PROPOSAL HAS BEEN RECEIVED BY US PRIOR TO THE EXPIRATION DATE.

Licensed by N.Y.S. Department of State #12000032805

SIGNATURE

SALES REPRESENTATIVE

PRINT YOUR NAME

DATE

Purchase Order Number

**This Quotation Does Not Include An Allowance For Contract Held Retainage.
Payment Is Expected In Accordance To Our Standard Terms.**

Thank you for your business

*How are
we doing?*



Monday, March 18, 2024

"Our Concern Makes The Difference" ®

MJR-PLUS

Series

Electronic Calculating Time Clock

Includes cloud application



The MJR-PLUS is the next generation calculating time clock designed to streamline employee attendance tracking, improve workplace efficiency and eliminate timekeeping hassles. The MJR-PLUS combines cutting edge technology with user friendly features to make managing employee attendance a breeze. The MJR-PLUS interfaces with a cloud software application allowing punches to be sent to the software in real time.

FEATURES

Electronic Calculating Time Clock

MJR-PLUS

DATE	DAY	IN	CODE	OUT	CODE	HOURS WORKED	ACCUMULATED		
							HOURS	OT1	OT2
2	MO	8:30		2:20		5:45	5:45	4	
2	MO	8:14		6:06		8:30	8:00	0:30	
2	MO	7:07		9:55		11:30	8:00	3:30	
2	MO	10:00		11:46	#	13:15	8:00	4:00	1:15
3	TU	7:52		11:50	#				5
3	TU	12:05	#	5:34		9:45	16:00	5:45	1:15
3	TU	5:59		7:11		11:00	16:00	7:00	1:15
3	TU	9:18		5:32		19:15	16:00	8:00	8:30
4	WE	8:40		10:30		1:45	17:45	8:00	8:30
4	WE	10:40	◆	4:38		7:45	20:00	11:45	8:30
4	WE	5:52		6:06	#				
4	WE	6:21	#	8:12		10:15	20:00	14:15	8:30

- Ability to interface with FREE hosted cloud application.
- Scalable up to 100 employees
- Paid break feature
- Accumulated totals for regular hours and two overtime levels
- Automatic calculation of daily and weekly overtime
- Programmable automatic break deductions
- Large, easy to read digital Liquid Crystal Display
- Perpetual calendar
- Easily programmed through the use of programming cards
- Accommodates weekly, bi-weekly and semi-monthly pay period
- Wall or table mount
- Automatic Daylight Saving Time adjustment
- Memory backup for power failures
- Rounding capabilities
- Simple, easy operation
- Easy ribbon change
- Up to eight punches per day
- Automatic time adjustment via cloud

- ① Prints day, date and time Prints
- ② Prints exception mark
- ③ Total daily hours worked
- ④ Accumulated regular hours
- ⑤ Accumulated OT1 and OT2 hours
- ⑥ Hash mark to identify paid break

SPECIFICATIONS

PRINTING

Dot Matrix

POWER SUPPLY

110/120VAC ± 10%, 60 Hz

POWER CONSUMPTION

Normal 0.1A (1W)

Max 1.8A (17W)

TEMPERATURE

14°- 101°F (-10° to 40°C)

HUMIDITY

10% to 90% (without condensation)

DIMENSIONS

6.14"W x 9.29"H x 3.94"D (170W x 233H x 115D mm)

CLOCK SYSTEM

Liquid Crystal Display (date, hours, minutes)

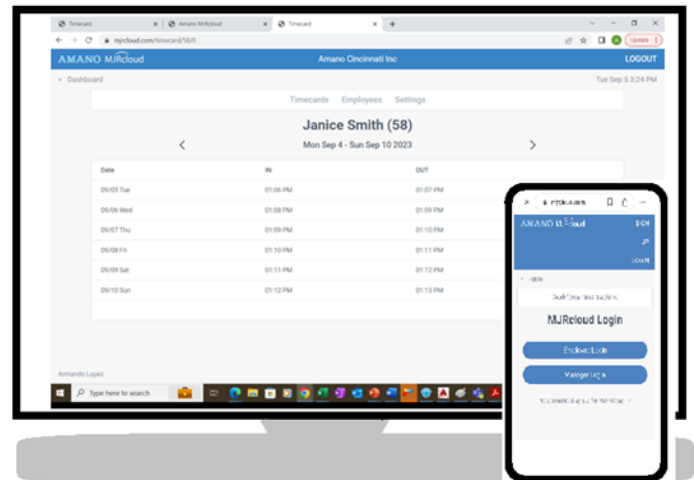
WEIGHT

.92 Kg (2.42 lbs.)

MEMORY

Clock and programming data stored for up to 3 years without AC power.

REPRESENTED BY:



- MJR-PLUS comes with free access to cloud software
- Employee punches are sent to the cloud in real time
- Attendance can be viewed remotely on any device

Specifications are approximate and are subject to change without notice.

AMANO

130 Commerce Dr. Loveland, OH 45140

(800) 526-2559 www.amano.com

PIX-25

Series

*Atomic Time Recorder/
Time and Date Stamp*



The PIX-25 Electronic Time Recorder automatically synchronizes to the NIST (National Institute of Standards and Technology) Atomic Clock via wireless radio signals. The PIX-25 also automatically adjusts for Daylight Savings Time while providing the benefits of an economical payroll recorder and time & date stamp functionality.

Atomic Time Recorder

PIX-25

Low Ink Sensor



Atomic Clock Sensor



FEATURES

- ▶ Ability to synchronize to the atomic clock
- ▶ Ribbon ink capacity indicator
- ▶ Cartridge ribbon for easy change
- ▶ Atomic Clock Indicator
- ▶ Quartz accuracy
- ▶ Configurable print direction for left or right hand printing
- ▶ Prints multiple languages and pre-configured messages
- ▶ Automatically changes year, month and date
- ▶ Automatic or manual print
- ▶ Programmable print styles, military or regular time
- ▶ Prints in minutes, hundredth and tenths
- ▶ Internal perpetual calendar automatically adjusts for Daylight Saving Time, leap years and short months
- ▶ Clear printing on paper or time cards
- ▶ 3-year battery backup retains time, settings
- ▶ One Year Factory Warranty

BENEFITS

- ▶ Large, easy to read digital display
- ▶ Illuminated print window and guide improves efficiency on time card stamping
- ▶ Automatic or manual print activation ensures accurate registration
- ▶ Locking enclosure prevents tampering with settings and reduces time card fraud
- ▶ Accurate, real-time clock synchronization with atomic time functionality
- ▶ Easy to replace ribbon cartridge saves time
- ▶ Wall or desk mount provides for flexible operation

TECHNICAL SPECIFICATIONS

- ▶ Power Adapter – 100-240 VAC, 50/60Hz
- ▶ Clock Input - 15 VDC, 1.2A (Max)
- ▶ Ambient Temperature: -10°C ~ 45°C (-14°F ~ 113°F)
- ▶ Humidity: 10% ~ 90% (no condensation)
- ▶ Dimensions: 155mm Height (6.10 in). 175mm Depth (6.9 in).
- ▶ Shipping Weight: Approximately 1.77kg (3.9 lbs)

* Specifications are approximate and are subject to change without notice.

REPRESENTED BY:



Syracuse Time & Alarm Co., Inc.
2201 Burnet Avenue
Syracuse, NY 13206
Phone: 800-762-2667
Website: www.syrtime.com

AMANO

140 Harrison Avenue, Roseland, NJ 07068-1239
(800) 526-2559 www.amano.com

Mr. Burden,

After consultation with Alex Urda, it is my interpretation that the fire coil door replacement is an Alteration Level 1 as per the 2020 Existing Building Code of New York State. The criteria for which is as follows: alterations include the removal and replacement or the covering of existing materials, elements, equipment, or fixtures using new materials, elements, equipment, or fixtures that serve the same purpose.

The fire rated corridor was specified per drawings as being provided with 1 hour rated walls, 1 hour rated doors, and 1 hour, class B, 22- gauge steel coil fire door. The proposed replacement door is also 22-gauge steel but rated at 4 hours. The new fire door meets and exceeds the requirements of the 2020 Existing Building Code of New York State.

Respectfully,

Gavin Stiles

NYS Code Official Town of Chenango

TOWN OF CHENANGO - DEPARTMENT OF PUBLIC WORKS

March 20, 2024

WASTE WATER PUMPING AND HAULING

Bids Opened at 1:00 PM

Name/Address	Bid
Bodek Incorporated 195 Brooks Road Binghamton, NY 13905	\$550 Per Load (Pennview) \$550 Per Load (Chenango Heights)
R.J. Zigmont Excavation & Septic Service 48 W. Chenango Road Castle Creek, NYL 13744-1408	\$585 Per Load (Pennview) \$585 Per Load (Chenango Heights)

Bids Received By

Dawn Blair, Town Clerk

TOWN OF CHENANGO – HIGHWAY DEPARTMENT
March 25, 2024
2024 OR NEWER CLASS 3 DUMP TRUCK WITH PLOW OPTIONS
Bids Opened at 10:00 PM

Name/Address	Bid
Chenango Sales, Inc. P.O. Box 562 Greene, NY 13778	\$76,190.96

Bids Received By



Dawn Blair, Town Clerk



Real People. Real Service. Real Solutions.

February 23, 2024

Town of Chenango
Adam Donahue
1529 State Route 12
Binghamton, NY 13901

Dear Adam,

Thank you for your continued interest in Ed & Ed Business Technology, “The Better Postage Meter Company” to accommodate your mailing system requirements. We are proud to be celebrating our 47th year in business specializing in postage meters and copier systems.

Choosing Ed & Ed Business Technology, “The Better Postage Meter Company” you will receive the following added benefits:

- *Fast Local 4-Hour Service Response Time*
- *Over 47+ Years of Experience in the Office Equipment Industry*
- *Knowledgeable Support Staff Eager to Serve You*
- *Easy To Deal With – You Call We Respond*
- **NYS Certified WBE**

I trust the attached information will meet with your approval. Should you have any questions please call me @ 315-546-4056.

Sincerely,

Mike Rice
Senior Technology Consultant

Ed & Ed Business Technology
4919 State Route 233
Westmoreland, NY 13490
O 315.853.4111 • F: 315.853.6731

Repeat Business Systems
4 Fritz Blvd.
Albany, NY 12205
O: (518) 869-8116 • F: (518) 869-8117





Real People. Real Service. Real Solutions.

After understanding your mailing needs, we are recommending the **Quadiant iX-5AF** mailing system with a 5 lb. scale for your office.

The iX-5AF System Includes:

- Quadiant iX-5AF Mailing System with Envelope Sealer
- Quadiant iXWP5 5 lb. Scale
- **USPS Based IMI Meter**
- Automatic Envelope Feed – 110 LPM
- Advanced Envelope Sealing
- On-screen DIM calculations
- 9 Job Imprint Memories
- Integrated Automatic Postage Meter Tape Dispenser
- Control Panel with Color Screen Display
- Postage On Call
- 100 Standard Accounts/Departments
- Rate Change Protection
- NeoStats Basic – Online Postage Accounting & Reporting
- NeoShip Plus – USPS Online Shipping Platform

Price Protected Lease Program for iX-5AF:

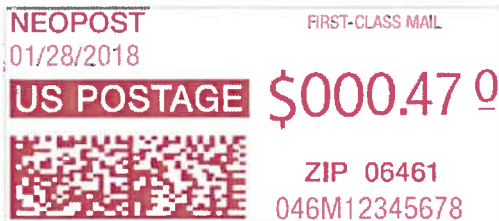
- **\$192.50*** per month, 63-mo FMV Lease
- **Sourcewell Government Contract Pricing***
- **Lease Includes:** All Hardware, Software, Meter, Rate Change Protection, Postal Re-Sets, and On-Site Service.
- **Full On-Site Service Includes:** All Parts, Labor, and Travel. Guaranteed 4-hour or better response time.

Ed & Ed Business Technology
4919 State Route 233
Westmoreland, NY 13490
O 315.853.4111 • F: 315.853.6731

Repeat Business Systems
4 Fritz Blvd.
Albany, NY 12205
O: (518) 869-8116 • F: (518) 869-8117



Starting in 2024, postage meters that print the Information-Based Indicia (IBI) will be decertified and must be replaced by meters with Intelligent Mail Indicia (IMI) technology.



OUTGOING - IBI Example



NEW - IMI Example (iX Series Meter)

Benefits of the new IMI standards

Accurate postage



The most careful manual rate entry can still produce errors. With IMI, the postage is automatically calculated after you select the required Service Class. Using IMI saves money, and mail is never returned for insufficient postage.

Automatic updates



Per USPS requirements, IMI meters must connect to manufacturer servers every 72 hours. With better data, the USPS can manage mail flow more effectively. Plus, meter updates arrive exactly on time, including rate changes and other enhancements that keep you compliant.

Stronger security



Federal Information Processing (FIP) is the organization that creates standards for data encryption. IMI adheres to their standards to ensure that information transmits securely, whether it is going to or from the postage meter.

Greater connectivity



A constant internet connection via LAN or Wireless LAN enable faster system updates, quicker data uploads to your Myquadiant account, and instant postage refills.

Planning Board Hiring Update

There are currently two applications filed that are over one year old.

DPW REPORT FOR MARCH 2024

WATER DEPT:

Water well drawdowns were done in March.

Leak detection is being done throughout the Town; we continue to look for leaks on a weekly basis.

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

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.

RFP for pumping went out to bid. Received 2 bids, please see recommendation in attachments.

PARKS DEPT:

The new play equipment for CC park was ordered, and we laid out the location if anyone wanted to look to see where it will be going.

Winter equipment is being serviced and will be rdy for storage for the summer.

2 Trees were cut down at Broad Acres Park and 4 stumps were ground down.

There was a total of 14 after-hours call outs in the month of March for the Public Works Dept.

PFAS Lawsuit:

Changes to the retainer were addressed, signed by the Supervisor, and emailed back.

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

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



A PLAYCORE Company



A PLAYCORE Company

SITE FURNISHINGS



A PLAYCORE Company

Shade, Shelter, Dog Agility
Equipment, Outdoor
Fitness Equipment

SPECTATOR SEATING



A PLAYCORE Company



A PLAYCORE Company

SURFACING





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



A PLAYCORE Company



A PLAYCORE Company

SITE FURNISHINGS



A PLAYCORE Company

Shade, Shelter, Dog Agility
Equipment, Outdoor
Fitness Equipment

SPECTATOR SEATING



A PLAYCORE Company



A PLAYCORE Company

SURFACING





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





ACCURACY CONSTRUCTION

Estimate

205 John Street
 Binghamton, NY 13905
 (607) 765-7309
MattMarcello@yahoo.com

DATE March 6, 2024

Town of Chenango
 1529 State Route 12
 Binghamton, NY 13901

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
M. Marcello	Broad Acres Park	25% work begins/ 25% mid job/50% completion	

QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
	This quote is not inclusive of any site prep for the project. Town of Chenango states prep work will be completed prior to beginning installation portion by outside contractor		
N/A	To purchase all needed materials for installation inclusive of concrete mix and lumber needed for bracing for installation of structure. Un-package customer supplied playground equipment.		\$ 2,000.00
21.00	To drill approximately 21 holes per specs provided by Play&Park Structures for installation of support posts for provided structure. Insert supplied support post, and fill hole with concrete.	\$ 312.50	\$ 6,562.50
3.00	To drill 3 posts for installation of support posts for provided Single Post 2 Bay Swing structure. Insert supplied support post, and fill hole with concrete.	\$ 312.50	\$ 937.50
N/A	To construct provided Sentinal Playground structure, secure to support posts and attach all customer supplied accessories.		\$ 7,500.00
N/A	Attach provided swing to support posts and all customer supplied accessories.		\$ 1,500.00

By signing, and paying 10% of project cost as non-refundable deposit, you agree to commencement of the described work, according to the cost and descriptions above. Please understand that there is an additional charge for any change orders or unknowns which effect work flow. An additional draw of 15% will be collected the day work begins. Due to materials being volatile this quote is good for 14 days.

SUBTOTAL	\$	18,500.00
		TAX EXEMPT
TOTAL	\$	18,500.00

Make all checks payable to Accuracy Construction

X _____
THANK YOU FOR YOUR BUSINESS!

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
kevin@budgetfenceinc.com

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

Sincerely,



Kevin Normile
Field Estimator



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



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: POURED IN PLACE. COLOR IS 50/50 BLACK/STANDARD. 3.75" THICKNESS FOR 8' CFH - 2472 SF.	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

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





ACCURACY CONSTRUCTION

Estimate

205 John Street
 Binghamton, NY 13905
 (607) 765-7309
MattMarcello@yahoo.com

DATE March 6, 2024

Town of Chenango
 1529 State Route 12
 Binghamton, NY 13901

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
M. Marcello	Broad Acres Park	25% work begins/ 25% mid job/50% completion	

QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
	This quote is not inclusive of any site prep for the project. Town of Chenango states prep work will be completed prior to beginning installation portion by outside contractor		
N/A	To purchase all needed materials for installation inclusive of concrete mix and lumber needed for bracing for installation of structure. Un-package customer supplied playground equipment.		\$ 3,625.00
27.00	To drill approximately holes per specs provided by Play&Park Structures for installation of support posts for provided structure. Insert supplied support post, and fill hole with concrete.	\$ 312.50	\$ 8,437.50
3.00	To drill 3 posts for installation of support posts for provided Single Post 2 Bay Swing structure. Insert supplied support post, and fill hole with concrete.	\$ 312.50	\$ 937.50
N/A	To construct provided Ridge Runner Playground structure, secure to support posts and attach all customer supplied accessories.		\$ 9,000.00
N/A	Attach provided swing to support posts and all customer supplied accessories.		\$ 1,500.00

By signing, and paying 10% of project cost as non-refundable deposit, you agree to commencement of the described work, according to the cost and descriptions above. Please understand that there is an additional charge for any change orders or unknowns which effect work flow. An additional draw of 15% will be collected the day work begins. Due to materials being volatile this quote is good for 14 days.

SUBTOTAL	\$	23,500.00
		TAX EXEMPT
TOTAL	\$	23,500.00

Make all checks payable to Accuracy Construction

X _____
THANK YOU FOR YOUR BUSINESS!

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
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.	
Subtotal	\$6,290.00
Total	\$6,290.00

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)

Broome Bituminous Products, Inc.



P.O. Box 354, Vestal, New York 13850-0354 • (607) 729-0498 • FAX: (607) 729-0853

March 6, 2024

Town of Chenango
1529 NY RT 12
Binghamton, NY 13901
Attn: Derin Kraack

Re: Chenango Bridge Park, Broad Acres Park and Hider Park
Per Broome County Bid / Asphalt (FOB/Ton – February 2024) / NYSOGS Contract # PC69968

Work Procedure: Reconstruct Island at Turn Around in Chenango Bridge Park (600sf)

- Excavate dirt island to allow for placement of 6" of milling subbase and 3" of Binder
- Install & Compact 6" milling subbase
- Install & Compact 3" of 19mm Binder FOB/tn

Total Approx. (+/-) = \$ 5,544.00

Work Procedure: Broad Acres Park (ADA path) (Approx. 80sf)

- Excavate approx. 9" of sod subbase area 20' x 4"
- Install & Compact 6" of crusher run
- Install & Compact 3" 19mm Binder FOB/tn
- Install & Compact 1 ½" Misc. F2 Patch (Type 7) Top FOB/tn

Total Approx. (+/-) = \$11,195.00

Work Procedure: Broad Acres Park (Basketball Court Resurface) (Approx. 1,200sf)

- Apply tack coat
- Install & Compact 1 ½" Misc. F2 Patch (Type 7) Top FOB/tn

Total Approx. (+/-) = \$ 4,460.00

Work Procedure: Castle Creek Park (ADA path) (Approx. 80sf)

- Excavate approx. 9" of sod subbase area 20' x 4"
- Install & Compact 6" of crusher run
- Install & Compact 3" 19mm Binder FOB/tn
- Install & Compact 1 ½" Misc. F2 Patch (Type 7) Top FOB/tn

Total Approx. (+/-) = \$11,205.00

Work Procedure: Castle Creek Park (Basketball Court Resurface) (Approx. 900sf)

- Apply tack coat
- Install & Compact 1 ½" Misc. F2 Patch (Type 7) Top FOB/tn

Total Approx. (+/-) = \$ 4,050.00

Work Procedure: Castle Creek Park (Pavilion floor) (Approx. 2,170sf)

- Excavate approx. 9" of sod subbase area 62' x 35'
- Install & Compact 6" of crusher run
- Install & Compact 3" 19mm Binder FOB/tn
- Install & Compact 1 ½" Misc. F2 Patch (Type 7) Top FOB/tn

Total Approx. (+/-) = \$16,775.00

Work Procedure: Hider Park (ADA path) (Approx. 660sf)

- Excavate approx. 9" of sod subbase area 165' x 4'
- Install & Compact 6" of crusher run
- Install & Compact 3" 19mm Binder FOB/tn
- Install & Compact 1 ½" Misc. F2 Patch (Type 7) Top FOB/tn

Total Approx. (+/-) = \$13,205.00

Work Procedure: Hider Park (Basketball Court Resurface) (Approx. 3,280sf)

- Apply tack coat
- Install & Compact 1 ½" Misc. F2 Patch (Type 7) Top FOB/tn

Total Approx. (+/-) = \$ 6,005.00

Work Procedure: Hider Park (Parking lot) (Approx. 5,040sf)

- Excavate approx. 9" of sod subbase area 70' x 72'
- Install & Compact 6" of crusher run
- Install & Compact 3" 19mm Binder FOB/tn
- Install & Compact 1 ½" Misc. F2 Patch (Type 7) Top FOB/tn

Total Approx. (+/-) = \$16,780.00

**NOTE: Final product is manufactured with PG 64S-22 and Native Gravel Aggregates.
BBP is not responsible for restoration.**

Exclusions: Sales Tax, Permits/Fees, Testing/Inspection, Grade Conditions, Fine Grade, Joint Sealing, Striping, Traffic Control, Tack Coat, Prevailing Wages for Drivers, Fuel Surcharge

Asphalt Index: Quoted prices are based on **February 2024 Asphalt and Fuel Index** as posted by NYSOGS. These prices will be adjusted accordingly using the NYSOGS asphalt and fuel price adjustment conversion factors that are posted monthly on the NYSOGS web site. We do not accept or participate in retainage being withheld on this project. All applicable asphalt price adjustments associated with this proposal shall be paid in accordance with all terms and conditions contained herein.

Thank you for the opportunity to quote this project. If you have any questions, please feel free to contact our office at 729-0498.

With Regards,

Dave Murat

Signature

Date



Town of Chenango – Wastewater Improvements Projects
Monthly Update – April 2024

Memo To: Michael Lumsden, Town of Chenango Supervisor
Town of Chenango Town Board Members

Date: March 28, 2024

From: Jesse Semanchik, P.E. | Lesen Gleason, P.E.
CC: Eric Pond, P.E.

Project No.: 1855.001.003

The following provides the Barton & Loguidice (B&L) Monthly Wastewater Improvements Project update for the April Town Board Meeting. Requested Town action items are shown in *blue italics*.

- **Contract No. 1 – Northgate Wastewater Treatment Plant Improvements**
 - **Progress Since Last Update:**
 - Notice to Proceed issued on February 22, 2024
 - B&L has been reviewing Contractor material submittals.
 - **Planned Progress for Upcoming Month:**
 - B&L anticipates review of Contractor’s schedules, schedule of values, and continued review of material submittals.
 - B&L and Town will meet with C1A on April 1, 2024 to discuss current operations and their proposed sequence of construction.
 - **Action Items:**
 - None
- **Contract No. 2 – Sanitary Sewer Collection System Improvements**
 - **Progress Since Last Update:**
 - Notice to Proceed issued on February 22, 2024
 - B&L has been reviewing Contractor material submittals and RFIs.
 - **Planned Progress for Upcoming Month:**
 - B&L anticipates review of Contractor’s schedules, schedule of values, and continued review of material submittals.
 - **Action Items:**
 - None

- **Schedule and Cost Risk Updates**

1. Monthly update on Engineer’s Construction Observation and confirmation that Contractors work has been completed in substantial conformance with the plans and specifications, and standards of good workmanship.
 - N/A for all Contracts at this time. Contractors have not mobilized, therefore no construction observation has commenced.
2. Monthly status update that contractor long lead items have been ordered and delivery will not impact the approved schedule.
 - N/A for all Contracts at this time. Schedules have been requested for each contract.
3. Monthly update that material on the site is adequately stored and protected.
 - N/A for all Contracts. There is currently nothing being staged or stored onsite.
4. Monthly status update on scheduled percentage of completion compared to the actual percentage of work completed.
 - N/A for all Contracts at this time.
5. Monthly status update on project cash flow and EFC short term financing draw/disbursement status.
 - See attached EFC Cost Summary from Municipal Solutions, as of February 6, 2024.
 - EFC Cost Summary does not reflect construction contracts at this time; anticipated revision by EFC for May Town Board meeting.
 - Summary

i. EFC Authorized Contract Amount	\$22,497,997.00
ii. EFC Authorized Contingency Amount	\$2,642,329.97
iii. EFC Previous Disbursements	\$1,639,720.56
iv. Monthly Disbursement Request	\$3,913.45
v. EFC Net Funds Available	\$20,854,362.99
6. Monthly status update that contract time remaining is sufficient to complete the project by the contract completion date.
 - To date, no Contractors have requested any time extension, therefore it is expected that there is sufficient time remaining to complete the project by the Substantial Completion date.
7. Monthly status update that required field code inspections and special inspections test have been completed, reports received, and outline of all items of failure or concern and statements and who will be taking what actions to address them.
 - N/A for all Contracts at this time. No special inspections have been completed to date.
8. Summary of the status regarding submitted and proposed change orders and their effect on the project.
 - None to date.
9. Monthly update of digital photographs indicating the general status of construction and any specific areas of concern.
 - N/A for all Contracts at this time. Contractors have not mobilized, and no construction has commenced.

10. Summary of any delay or other issue that would adversely affect the project.

- None

11. Summary of a Long Range Look Ahead items for the next 30 – 60 – 90 Days.

- All Contracts:
 - 30 Days: Submittal reviews
 - 60 Days: Submittal reviews, Contractors expected to begin mobilizing to site.
 - 90 Days: Submittal reviews, Contractor’s work anticipated to commence.

Please feel free to contact B&L should you have any questions or comments. We can best be reached as follows:

Email: jsemanchik@bartonandloguidice.com; lgleason@bartonandloguidice.com



Environmental Facilities Corporation

KATHY HOCHUL
Governor

MAUREEN A. COLEMAN
President and CEO

February 06, 2024

Jennifer L. Wieszcholek
Trust Administrator
M&T Bank
285 Delaware Avenue
3rd Floor
Buffalo, NY 14202-1885

Re: CW Short Term Financing

The New York State Environmental Facilities Corporation hereby acknowledges and approves the following requisition for disbursement.

Agreement Dated: March 05, 2020
Recipient: Town of Chenango
Requisition No: 43

Project #: C7-6203-04-00

Funding Source	Authorized Amount	Previous Disbursements	Amount To Be Released	Net Available
Loan - SMRF	\$8,748,998.00	\$0.00	\$0.00	\$8,748,998.00
Grant - WIIA	\$5,000,000.00	\$1,639,720.56	\$3,913.45	\$3,356,365.99
Loan - General	\$8,748,999.00	\$0.00	\$0.00	\$8,748,999.00
	<u>\$22,497,997.00</u>	<u>\$1,639,720.56</u>	<u>\$3,913.45</u>	<u>\$20,854,362.99</u>

\$3,913.45

Date To Release Funds:

February 08, 2024

Authorized Officers

cc: Michael Lumsden

All Documentation

Project No: < All Projects > Payment No: 43 Contract: < All Contracts > Type: < All >

Urda Engineering, PLLC				Contract Type:	Project No.:	Contract Date:			
Pmt #	Invoice Dt	Invoice No.	Cost Description (Service Provided)	Invoice Amount	Project Cost	Cost Approved	Entered By	Comments	Last Updated
43	12/31/2023	888	Engineering Services	\$1,177.05	\$1,177.05	\$1,177.05	armitage		02/06/24 by armitage
Contract Totals:				\$1,177.05	\$1,177.05	\$1,177.05			
Coughlin & Gerhart LLP				Contract Type:	Project No.:	Contract Date:			
43	01/17/2024	800154898	Local Counsel	\$720.00	\$720.00	\$720.00	armitage		02/06/24 by armitage
Contract Totals:				\$720.00	\$720.00	\$720.00			
Municipal Solutions, Inc.				Contract Type:	Project No.:	Contract Date:			
43	01/04/2024	20348	Financial Services	\$2,016.40	\$2,016.40	\$2,016.40	armitage		02/06/24 by armitage
Contract Totals:				\$2,016.40	\$2,016.40	\$2,016.40			
TOTALS:				\$3,913.45	\$3,913.45	\$3,913.45			

= Contains ineligible costs

Cost Summary

Chenango T, C7-6203-04-00

Request No. **44**

Contractor Name / Cost Description	Contract Date	Contract Amt	Eligible Amt	Disbursed To Date	Project Cost To Date	Elig. Contract Amt. Remaining	Costs Requested
< To Be Determined >		\$17,650,000.00	\$0.00	\$0.00	\$0.00	\$0.00	
Construction Contract 1	Estimate	\$17,650,000.00	\$0.00	\$0.00	\$0.00	\$0.00	(conditioned)
Barton & Loguidice, D.P.C.	11/30/2015	\$25,000.00	\$0.00	\$0.00	\$25,000.00	\$0.00	
Engineering WWTP Engineering Study	Lump Sum	\$25,000.00	\$0.00	\$0.00	\$25,000.00	\$0.00	(non-SRF)
Barton & Loguidice, D.P.C.	05/22/2019	\$3,533,600.00	\$3,533,600.00	\$1,521,942.92	\$1,544,952.92	\$2,011,657.08	
Engineering Additional Services	Lump Sum	\$534,700.00	\$534,700.00	\$262,242.92	\$262,242.92	\$272,457.08	
Bidding & Negotiating Phase	Lump Sum	\$156,000.00	\$156,000.00	\$148,200.00	\$148,200.00	\$7,800.00	
Construction Phase	Lump Sum	\$767,000.00	\$767,000.00	\$0.00	\$23,010.00	\$767,000.00	(conditioned)
Construction Phase	Lump Sum	\$240,800.00	\$240,800.00	\$0.00	\$0.00	\$240,800.00	
District Formation	Lump Sum	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Final Design Phase	Lump Sum	\$516,500.00	\$516,500.00	\$516,500.00	\$516,500.00	\$0.00	
Post-Construction Phase	Lump Sum	\$3,400.00	\$3,400.00	\$0.00	\$0.00	\$3,400.00	
Post-Construction Phase	Lump Sum	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00	(conditioned)
Preliminary Design Phase	Lump Sum	\$595,000.00	\$595,000.00	\$595,000.00	\$595,000.00	\$0.00	
Resident Project Representative	Lump Sum	\$180,200.00	\$180,200.00	\$0.00	\$0.00	\$180,200.00	
Resident Project Representative	Lump Sum	\$530,000.00	\$530,000.00	\$0.00	\$0.00	\$530,000.00	(conditioned)
Topphy Point Construction Services & Consulting	09/07/2022	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$0.00	
Engineering Construction Documents	Lump Sum	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$0.00	

Cost Summary

Chenango T, C7-6203-04-00

Request No. **44**

Contractor Name / Cost Description	Contract Date	Contract Amt	Eligible Amt	Disbursed To Date	Project Cost To Date	Elig. Contract Amt. Remaining	Costs Requested
Urda Engineering, PLLC (Administrative Consulting)	12/21/2015	\$7,002.50	\$0.00	\$0.00	\$7,002.50	\$0.00	
Engineering Administrative Consulting	Lump Sum	\$7,002.50	\$0.00	\$0.00	\$7,002.50	\$0.00	(non-SRF)
Urda Engineering, PLLC	12/09/2021	\$52,067.53	\$52,067.53	\$30,921.78	\$30,921.78	\$21,145.75	
Engineering Engineering Services	Estimate	\$52,067.53	\$52,067.53	\$30,921.78	\$30,921.78	\$21,145.75	
Engineering Services - Retainer Only	Lump Sum	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(non-SRF)
Hawkins Delafield & Wood LLP	08/12/2020	\$45,000.00	\$45,000.00	\$1,500.00	\$1,500.00	\$43,500.00	
Bond Counsel Bond Counsel	Not to Exceed	\$45,000.00	\$45,000.00	\$1,500.00	\$1,500.00	\$43,500.00	
Coughlin & Gerhart LLP	02/23/2022	\$55,000.00	\$55,000.00	\$34,165.19	\$34,165.19	\$20,834.81	
Local Counsel Local Counsel	Estimate	\$55,000.00	\$55,000.00	\$34,165.19	\$34,165.19	\$20,834.81	
Municipal Solutions, Inc.	10/25/2019	\$40,000.00	\$40,000.00	\$18,964.90	\$18,964.90	\$21,035.10	
Financial Advisor Financial Services	Estimate	\$40,000.00	\$40,000.00	\$18,964.90	\$18,964.90	\$21,035.10	
Other	12/03/2019	\$20,000.00	\$20,000.00	\$6,139.22	\$6,139.22	\$13,860.78	
Other Miscellaneous	Estimate	\$20,000.00	\$20,000.00	\$6,139.22	\$6,139.22	\$13,860.78	

Cost Summary

Chenango T, C7-6203-04-00

Request No. 44

Contractor Name / Cost Description	Contract Date	Contract Amt	Eligible Amt	Disbursed To Date	Project Cost To Date	Elig. Contract Amt. Remaining	Costs Requested
Contingency		\$2,642,329.97	\$0.00	\$0.00	\$0.00	\$0.00	
Contingency Contingency	Lump Sum	\$2,642,329.97	\$0.00	\$0.00	\$0.00	\$0.00	(not releaseable)
New contracts (include copy of contract with request):							

PROJECT TOTALS FOR C7-6203-04-00:		\$24,100,000.00	\$3,775,667.53	\$1,643,634.01	\$1,698,646.51		

LESS OFFSETS: _____

TOTAL NET REQUESTED FOR THIS DISBURSEMENT: _____

Summary of SRF Funding for C7-6203-04-00 (all financings)	
Total Amount Financed by SRF:	\$ 17,497,997.00
Total Grant:	5,000,000.00
Total Project Costs Disbursed to Date:	1,643,634.01
PLUS: Cost of Issuance Disbursed:	0.00
Total SRF Funds Disbursed To Date:	\$ 1,643,634.01

Summary of SRF Funding for C7-6203-04-00 (current financing only)	
SRF Financing Amount:	\$ 17,497,997.00
Grant Amount:	5,000,000.00
Disbursed To Date:	1,643,634.01
Available Balance:	\$ 20,854,362.99



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

Here is my response from TrueView, on providing to me a letter or recommendation to where the cameras should be located.

Greg,

Im not sure what you mean by "a letter". To me that seems like some sort of legally binding guarantee that could be used against us (by an insurance company or other) if an incident occurs but is not caught on camera.

In our professional opinion, the cameras are optimally and professionally installed in locations that were provided to us by the customer at the time of quoting and installation. If there are additional locations that you would require coverage, please let me know and I will provide a quote to get those areas covered.

Eric Segal
Owner - True View Security Solutions
Binghamton, NY
607-237-2737
www.TrueViewNY.com
eric@trueviewtechnologies.com

Thank you.
Gregory Burden
Superintendent of Public Works

March 2024 Recap

The Highway Department went out 5 times during the month of March.

Crews continued to cold patch where needed.

The sweeper and the tow-behind broom were dispatched almost daily to start clearing winter sand from the roadways.

Lawn damage repairs from plowing were started.

We hauled millings from the landfill to the lot.

The installation of GPS units began,

The ditches on Poplar Hill Rd, Savitch and Trafford were cleaned. The sluice pipe at 39 Savitch was replaced.

Trees were trimmed on East Hill Rd and Hoodlum Hill Rd.

The Drop-Off Days application was approved on March 13th.

Items to be Discussed.

I would like to recommend acceptance of the bid for the 2024 Dump Truck with Plow Options.

Fund Balance?

RESOLUTION REGARDING EXPENDITURE OF FUNDS FOR A CONTRACT FOR DELIVERY AND INSTALLTION OF AUDIO/VISUAL EQUIPMENT

The Town Board of the Town of Chenango, duly convened in Regular Session on April 3, 2024, hereby does RESOLVE as follows:

WHEREAS, the Town of Chenango previously authorized the award of a contract for delivery and installation of audio/visual Equipment for the Town Hall meeting room to Presentation Concepts Corporation, for a price not to exceed \$19,238.00; and

WHEREAS, the Town Board previously authorized use of excess fund balance to pay for the same; and

WHEREAS, the Town Budget Officer has now recommended that the funds for the contract be taken from Budget Line A599 and such funds be added to Budget Line A1620.402 Contractual Community Room Improvement; and

WHEREAS, the Town Board has determined that said funding is in the best interest of the Town of Chenango.

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Chenango authorizes the taking of \$19,238.00 from Budget Line A599 and adding such funds to Budget Line A1620.402, and the expenditure of funds from Budget Line A1620.402 for payment to Presentation Concepts Corporation for performance of its services related to the aforementioned contract for audio/visual delivery and installation; and be it further

RESOLVED that all prior inconsistent resolutions are hereby superseded; and be it 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 NO. _____

RESOLUTION ADOPTING DRUG AND ALCOHOL TESTING POLICY

The Town Board of the Town of Chenango, duly convened in regular session on March 20, 2024, does hereby RESOLVE as follows:

WHEREAS, the Town Board desires to adopt an updated Drug and Alcohol Testing Policy; and

WHEREAS, the Town's Safety Committee has reviewed the updated Policy and recommends adoption of the same; and

WHEREAS, the Town Board has carefully reviewed the updated Policy.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the updated Drug and Alcohol Testing Policy is hereby adopted; and it is further

RESOLVED, that this resolution shall take effect immediately.

Offered by: _____ Seconded by: _____

Town of Chenango Safety Committee Minutes

Thursday; February 29, 2024

Community Room 10:00AM

1529 NY Rte 12; Binghamton, NY 13901

Present:

Joyanne Kasmarcik; Safety Administrator
Derin Kraack; Safety Committee Member
Greg Burden; Safety Committee Member
Gavin Stiles; Safety Committee Member
Justin Frost; Safety Committee Member
Trina Sorochinsky; Safety Committee Member
Mitchell Carl; Safety Committee Member

Absent:

Kevin Derr; Safety Committee Member – Excused

The Safety Committee was convened to review two (2) topics from the previous meeting.

Noise Level Testing:

Joy Kasmarcik provided a quote from Industrial Hearing for a Noise Level Survey. The pros and cons of using a paid vendor verses PESH were discussed. The pro of using PESH for the testing is that it is free, the con is that a review of existing policies is required and if anything is missing or incomplete those corrections would need to be made before the requested service can be performed.

Gavin Stiles asked why we couldn't just take his tester and go around and test our equipment ourselves. Joy explained that we asked Alex Urda to do just that and he said that he could give us a basic reading but nothing on the level that a professional would provide.

Greg Burden said that he felt that we could go ahead and use the Industrial Hearing services if we can hold it to two (2) days, so we stay below the thresholds of the Procurement policy. Derin Kraack said it was a service contract so he believes it would be different than the \$5000.00 for goods.

Joy Kasmarcik asked who would sign the quote authorizing the expenditure. Derin Kraack asked who signed for the hearing exams, she responded she signed the voucher.

A vote of the members was asked for to accept the Quote and proceed, all voted aye. Mitch recommended that we make sure it is past snow season and the 1st week in May was proposed as a possible target date.

Drug and Alcohol Policy Updates

Joy Kasmarcik provided copies of the updated policy as provided to her by the Town's attorney. She briefly went over some of the changes, specifically the clauses that pertain to the use of cannabis/marijuana. She explained that our current policy indicates that we test for it under the Pre-Employment portion, but that NYS bans the testing, therefore the need to have it updated.

Justin Frost asked about random testing of non-cdl drivers, he felt that there were a lot of people driving but not being tested. He wanted to know what the state and county do with their non cdl drivers, Gavin Stiles concurred and felt we should follow what they do. Mitch Carl agreed that we should follow what the state and county are doing.

The issue of reasonable suspicion was discussed. The updated policy states the following as a criterion for testing - *specific articulable symptoms of impairment*. Joy presented a flyer she located from the NYS Department of Labor states the following: There is no dispositive and complete list of symptoms of impairment, that articulable symptoms of impairment are objectively observable. The discussion of what that means ensued. Gavin Stiles stated there aren't any actual tests to determine how high a person is like alcohol. Mitch Carl said it only measures the level of THC and Joy said that it is an opinion on how impaired a person might be. If you can walk a straight line while under the influence does that mean you aren't impaired was given as an example.

It was decided that the Town's attorney needed to be consulted one more time before presenting an updated policy to the Town Board. The goal is to have the questions answered and a resolution with the updated policy provided in time for the March 20, 2024 Town Board meeting.

The meeting concluded at 10:41am.

TABLE OF CONTENTS

ARTICLE I.3

 INTRODUCTION3

 A. Background3

 B. Goals3

 C. Scope and Applicability4

ARTICLE II.5

 DEFINITIONS5

 A. Prohibited Drugs.....5

 B. Alcohol.....5

 C. Alcohol Misuse5

 D. Substance Abuse Professional.....6

ARTICLE III.8

 EDUCATION AND TRAINING8

ARTICLE IV.9

 VOLUNTARY LEAVE OF ABSENCE9

ARTICLE V.10

 TESTING FOR PROHIBITED DRUGS AND ALCOHOL10

 A. Pre-Employment Testing10

 B. Reasonable Suspicion Testing11

 C. Post-Accident Testing.....12

 D. Random Testing (Non CDL Drivers Excluded).....13

 E. Return-To-Duty Testing14

 F. Follow up Testing14

ARTICLE VI.16

 COLLECTION AND ANALYSIS (NON-CDL DRIVERS EXCLUDED)16

ARTICLE VII.17

ALCOHOL TESTING PROCEDURES.....17

- A. Screening Test18
- B. Confirmation Test18

ARTICLE VIII.....19

VIOLATIONS19

- A. Major Violations19
- B. Minor Violations21

ARTICLE IX.....21

CONSEQUENCES21

ARTICLE X.....23

EMPLOYEE RIGHTS23

- A. Testing and Waiting Time.....23
- B. Confidentiality.....23
- C. Return to Work24

ARTICLE I.

INTRODUCTION

A. Background

The Town of Chenango recognizes the importance of a safe, efficient and healthy, work environment for its employees and its responsibility for the safety of the ~~to the~~ citizens of the community.

In adherence to Federal Law requiring requires that employers of persons who hold a Commercial Driver's License (CDL) holders performing driving and whose job function requires such licensed duties, to establish institute a policies for requiring drug and alcohol testing and of those employees, as well as provide employee and supervisor education and training of employees and supervisors., the Town of Chenango has enacted a comprehensive Drug and Alcohol Testing Policy.

While cannabis/marijuana and THC testing is required for CDL holders per federal law, non-CDL employees will follow this policy, excluding specific cannabis/marijuana and THC pre-employment testing requirements due to the legalization of adult use cannabis in New York. This reflects the Town's commitment to ensuring this Drug and Alcohol testing policy is consistent with both federal mandates and state laws, ensuring a thorough framework for safety and employee well-being. Accordingly the Town Board of the Town of Chenango has adopted a policy on drug and alcohol testing to comply with the requirement of the regulations of the Federal Highway Administration to assure safe and healthy operations.

B. Goals

This policy is designed to:

1. Protect employees and the public from injury and economic loss caused by employees affected by drugs and alcohol.
2. Create an environment eliminating use, possession, and sale of drugs on, or off of Town property.

3. Provide education and training on the effects and indicators of drug and alcohol use.
4. Provide for the use of rehabilitation programs so that employees who fail to pass the drug and alcohol tests may qualify for return to work in the same or equivalent positions.

C. Scope and Applicability

This policy applies to all Town employees, and~~This policy~~ is intended to comply with all applicable laws and regulations governing drug and alcohol testing of employees.

The Federal Highway Administration (FHWA) has adopted and published regulations at *49 C.F.R Part 382*, entitled *Controlled Substances and Alcohol Use and Testing*. All employees whose job function requires a Commercial Driver's License (CDL) ~~come under~~are subject to these regulations effective January 1, 1996.

The regulations mandate urine drug testing and breath alcohol testing for these positions, and prevent performance of duties when there is a positive test result.

The US Department of Transportation (DOT) has also promulgated regulations at *C.F.R. Part 40* entitled *Procedures for Transportation Work Place Drug and Alcohol Testing Programs*, setting standards for the collection and testing of urine specimens and the administration of breath alcohol tests.

This policy is intended to be in full compliance with ~~the foregoing~~these federal regulations. If there is any inconsistency between ~~the~~ese regulations and ~~the~~any provisions of this policy, or if this policy fails to cover anything contained in ~~the~~ese regulations, the provisions of the regulations shall ~~prevail~~govern, and shall be considered to be an operative part of this policy. ~~All~~ issues relating to implementation and application of this policy shall be subject to grievance and arbitration procedures in ~~the respective~~any applicable collective bargaining agreements.

ARTICLE II.

DEFINITIONS

A. Prohibited Drugs

For the purpose of this policy “**prohibited drugs**” ~~are defined and limited~~ shall include to the following prohibited substances or derivatives thereof:

- Cannabis/Marijuana (prohibited as to CDL license holders with driving duties)
- Cocaine
- Opiates
- Amphetamines
- Phencyclidine

B. Alcohol

As used herein, alcohol means the intoxicating agent in alcoholic beverages (ethyl alcohol), or other low molecular weight alcohol including methyl and isopropyl alcohol.

References to use and possession of alcohol include the following:

1. Reference to use means the consumption, or ingestion of any beverage, mixture, or preparation containing alcohol, which if consumed in sufficient quantities may cause impairment of faculties.
2. Reference to possession means having alcohol on one’s person, in personal effects, or in vehicles of conveyance, either private, or Town owned while on Town property, or involved in Town business.

C. Alcohol Misuse

The Town of Chenango recognizes that the use-consumption of alcohol is legal ~~when done off the job~~ when consumed outside of working hours, and in a manner that does not affect job performance. Violations of any one or more of the following constitute A alcohol misuse under this policy: consists of a violation of the following requirements:

1. No employee shall report to work, or remain on duty while having a blood alcohol concentration of 0.02% or greater.
2. No employee shall be on duty, operate a vehicle, or use Town equipment while that employee uses, or possesses alcohol.
3. No employee required to take a post-accident alcohol test shall consume alcohol for eight hours following the accident, or until the employee undergoes a post-accident alcohol test, whichever occurs first. Such use will result in immediate dismissal.
4. No employee shall perform any on-duty function within four hours after consuming alcohol. Functions include, but are not limited to the following:
 - a. Off duty waiting to be dispatched, unless the employee has been relieved from that status.
 - b. Inspecting equipment, or otherwise inspecting, servicing, or conditioning any motor vehicle at any time.
 - c. All driving time.
 - d. Riding in, or upon, any motor vehicle.
 - e. Loading, or unloading a vehicle, supervising or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle giving or receiving receipts for shipments loaded, or unloaded.
 - f. Performing driver requirements relating to accidents.
 - g. Repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

D. Cannabis/Marijuana

As used herein, "cannabis" refers to all products derived from the plant Cannabis sativa. The word "marijuana" refers to parts of or products from the plant Cannabis sativa that contain significant amounts of tetrahydrocannabinol (THC).

References to use and possession of cannabis/marijuana include the following:

1. Reference to use encompasses any consumption or ingestion of cannabis/marijuana through any method, including but not limited to smoking, vaping, and the edible intake of food and beverages containing cannabis or cannabis derivatives. The presence of THC, the active ingredient in cannabis/marijuana, if consumed in significant quantities, may lead to impairment of facilities.
2. Reference to possession means having cannabis/marijuana, or any derivative of such, in any form on one's person, in personal effects, or in vehicles of conveyance, either private, or Town owned while on Town property, or involved in Town business.

E. Cannabis/Marijuana Misuse

The Town of Chenango recognizes that the adult use of cannabis/marijuana is legal under New York State law when consumed outside of working hours and in a manner that does not affect job performance. Cannabis/marijuana misuse includes the following:

1. Use of any form of cannabis/marijuana during work hours including paid and unpaid breaks, meal periods and any periods in which the employee is permitted or expected to be engaged in work or actually engaged in work whether at the worksite or if the employee leaves the worksite during work hours.
2. Use of cannabis in any form while an employee is on-call and/or expected to be engaged in work, the periods of which are considered work hours as set forth in E. 1. above.
3. The bringing of cannabis/marijuana in any form onto Town property including leased or rented space, Town vehicles, Town equipment and areas used by employees within such property (e.g., lockers, desks, etc.).
4. The use of cannabis/marijuana in any form in Town vehicles, Town equipment or on Town property at any time, including work hours or after Town business hours or work shifts.
5. Upon reporting to work and while on duty, regardless of location, the employee manifests specific articulable symptoms of impairment that:

- a. Decrease or lessen the performance of the employee's duties or tasks
- b. Interfere with the Town's obligation to provide a safe and healthy workplace, free from recognized hazards, as required by state and federal occupational safety and health laws

DF. Substance Abuse Professional

Substance Abuse Professional denotes one of the following:

- A licensed physician
- Certified psychologist
- Social worker
- Employee assistance professional
- Addiction counselor certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission, with knowledge of, and clinical experience in the diagnosis and treatment of alcohol and controlled substances related disorders.

ARTICLE III.

EDUCATION AND TRAINING

The Town, or a contract vendor engaged by it, will conduct an employee education and training program for all employees and elected public officials who perform Town functions. The training program will contain no less than sixty (60) minutes of instruction. ~~The education component~~ shall include relevant material for display and distribution including copies of applicable Town Policies and Procedures.

The training component for employees shall include information on the effects and consequences of prohibited drug use on personal health, safety, and work environment, the signs and symptoms that may indicate prohibited drug use, the effects of alcohol and cannabis/marijuana misuse on an individual's health, work and personal life, signs and symptoms of an alcohol substance abuse problems and available methods of intervening when a an

~~alcohol~~substance abuse problem exists, including confrontation where appropriate, and/or, referral to management.

Supervisory employees shall receive ~~at least sixty (60) minutes of~~ additional training on the physical, behavioral and performance indicators of ~~probable drug testing for~~ reasonable suspicion and articulable symptoms of impairment as appropriate, which would necessitate employee drug testing under this policy.

Records shall be maintained of all education and training conducted. Attendance of employees being trained will be recorded.

ARTICLE IV.

VOLUNTARY LEAVE OF ABSENCE

All employees who are experiencing a medically verifiable addiction and have not been instructed to undergo a reasonable suspicion, specific articulable symptom, post-accident or random drug alcohol test under this policy, shall have the right to obtain a leave of absence for the purpose of participating in an authorized rehabilitation program.

Such employee shall be entitled to sick leave, vacation time and any other accrued benefits in accordance with the respective collective bargaining agreement and Town work rules. If and when such benefits are exhausted, the employee shall be entitled to an unpaid leave of absence in accordance with the respective collective bargaining agreement and Town work rules.

To obtain such a leave the employee shall furnish to the employee's supervisor evidence of participation in a certified drug, or alcohol rehabilitation program. It is important to inform the supervisor of the drug, or alcohol problem before being instructed to take one of the tests enumerated in the first paragraph of this section.

ARTICLE V.

TESTING FOR PROHIBITED DRUGS AND ALCOHOL

Analytical testing of urine of employees for prohibited drugs, and of breath for alcohol misuse, shall be conducted as provided by this policy, and as required by applicable law and, ~~or~~ regulations.

The six testing categories are as follows:

1. Pre-employment testing
2. Reasonable suspicion testing
- 2.3. Articulable symptoms of impairment testing (cannabis/marijuana, non-CDL employees)
- 3.4. Post-accident testing
- 4.5. Random testing
- 5.6. Return to duty testing
- 6.7. Follow up testing

A. Pre-Employment Testing

All applicants for employment in, or assignment to a function, shall be tested for prohibited drugs and alcohol.

The drug and alcohol tests required by this section shall be administered only after the applicant is informed in writing that the urine sample being collected will be tested for the five classes of prohibited drugs set forth in Article II. A. above, and that breath will be tested for alcohol.

Pre-employment testing for cannabis/marijuana is mandatory for drivers of commercial motor vehicles under 49 CFR Part 382, however New York law prohibits pre-employment testing for cannabis/marijuana unless specifically permitted by Labor Law Section 201-D (4-a), or other applicable law. Therefore, prospective Town employees who are not commercial drivers (CDL), or are not otherwise mandated to be subject to testing for THC pursuant to state or federal law, will not be tested for cannabis/marijuana use prior to hire.

An applicant who fails a drug test shall not be hired for, or assigned to a function, but shall not be barred from re-applying at a later date, not less than one year after the date of the failed test.

If a pre-employment alcohol test result indicates an alcohol content of 0.02% or greater, the applicant shall not be hired for, or assigned to a function.

B. Reasonable Suspicion Testing

An employee ~~who performs a function, and~~ who is reasonably suspected by two supervisors **of using a prohibited drug as set forth in Article 2-A. above,** or the misuse of alcohol ~~, or both,~~ shall be administered a drug test (urine), or alcohol test (breath), or both, as appropriate.

An employee is reasonably suspected of using a prohibited drug as set forth in Article II. A. above, or the misuse of alcohol, or both, when two supervisors who are trained in the detection of drug use, or in the detection of alcohol misuse, make specific, contemporaneous articulate observations concerning the appearance, behavior, speech, or body odors of the employee indicating such use, or misuse, or both.

Neither of the supervisors who make the determination that reasonable suspicion warrants an alcohol or drug test shall conduct the alcohol or drug testing of the employee.

Alcohol testing is authorized only if the observations stated above are made during, immediately preceding, or immediately after the period of the workday ~~that in which~~ the employee is required to be in compliance with the restrictions on alcohol use.

When two supervisors determine that a reasonable suspicion alcohol test should be administered, the employee shall not perform, or continue to perform **employment-related** functions, until an alcohol test is administered, and the employee's' **blood**-alcohol concentration measures less than 0.02% or 24 hours have elapsed following the determination that there is a reasonable suspicion to believe that the employee has violated the restriction on alcohol use.

C. Specific Articulate Symptoms of Impairment Testing

This testing category specifically addresses cannabis/marijuana misuse, as outlined in Article II. E. 5. herein, and impairment testing in accordance with New York Labor Law Section 201-D(4-a). It excludes employees subject to federal or state mandates for drug testing, including but not limited to drivers of commercial motor vehicles (holders of CDL) who must undergo mandatory drug testing under 49 CFR Part 382.

In accordance with New York Labor Law Section 201-D(4-a), the Town has the authority to test employees for cannabis/marijuana use and to take adverse employment action if an employee is impaired by cannabis during working hours.

The criteria for assessing cannabis-related impairment, necessitating testing under this policy, is grounded in objectively observable articulable symptoms demonstrated by an employee while working. These symptoms must indicate decreased or compromised in their performance of the employee’s tasks or duties, or impede the Town’s ability to provide a safe and healthy workplace.

Only those articulable symptoms providing objectively observable indications of decreased employee performance will be considered in determining whether an employee will be subject to testing for cannabis/marijuana use. Observable signs like the noticeable odor of cannabis are not considered articulable symptoms, while actions such as operating heavy machinery unsafely can be considered a clear, articulable sign of impairment.

Cannabis/marijuana misuse, as set forth in Article II. E. 1-4 herein does not have to be confirmed by testing and is subject to discipline as appropriate.

CD. Post-Accident Testing

For purposes of this policy, the term “accident” means an occurrence associated with the operation of a vehicle causing:

- a. The death of an individual.

- b. Bodily injury to an individual who immediately receives medical treatment away from the scene of the accident.

- c. Disabling damage to one or more vehicles requiring the vehicle to be transported away from the scene by a tow truck or other vehicle. The phrase “disabling damage” means damage which precludes the departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs.

Each employee performing functions with respect to a vehicle involved in an accident shall be **tested for alcohol and prohibited drugs** if the accident ~~involved resulted in injury, the the~~ loss of human life, property damage, or ~~or~~ if the employee received a citation under state, or local law for a moving traffic violation issued to the Town employee, arising from the accident. If a Town employee is cited for a violation, or the investigation results in a finding that the Town employee was responsible for causing the accident in whole or in part, it will be considered an objectively observable indication of decreased employee performance as more fully set forth in Article V. C. above, and subject the employee to testing for cannabis/marijuana use in addition to alcohol and prohibited drugs.

An Town employee who is subject to post accident testing shall remain readily available for such testing, and if not, will be or may be deemed to have refused to submit to testing. Nothing in this section shall be construed to require the delay of necessary medical attention for persons injured ~~people injured~~ following an accident, or to prohibit an employee from leaving the scene of an accident, ~~or~~ to obtain necessary emergency medical care.

A post-accident alcohol test shall be administered within eight (8) hours of the accident. A post-accident drug test shall be administered within thirty-two (32) hours following the accident.

DE. Random Testing (Non CDL Drivers Excluded)

Any employee with a CDL whose Town duties involve driving a commercial vehicle performing a function shall be subject to random drug and alcohol testing pursuant to applicable federal law.

The selection of employees for random alcohol, or drug testing shall be made by a scientifically valid method, such as, a random number table, or a

computer based random number generator that is matched with the employees' social security number, payroll identification number, or other comparable identifying number. Each employee shall have an equal chance of being tested each time selections are made.

The number of random drug tests conducted each year shall be equal to at least 50% of the number of employees subject to random drug testing. The number of random alcohol tests conducted each year shall be equal to at least 25% of the number of employees subject to alcohol testing. An employee may be selected for both types of tests at the same time.

Random alcohol and drug tests are unannounced, and the dates for administering them shall be spread ~~reasonably~~ throughout the calendar year at the Town's discretion. Each employee who is notified of their selection for random alcohol, and/or drug testing shall proceed to the test site immediately, or if the employee is performing a function at the time of notification, the employee shall cease to perform the function and proceed to the testing site within two (2) hours of notification.

EF. Return-To-Duty Testing

Before an employee returns to duty ~~requiring the performance of a function~~ after engaging in alcohol misuse, the employee shall undergo a return to duty alcohol test with a result indicating an alcohol concentration of less than 0.02%.

Before an employee returns to duty ~~requiring the performance of a function~~ after engaging in prohibited drug use or cannabis/marijuana misuse as applicable, the employee shall undergo a return to duty drug test with a result indicating a verified negative result for the specific drug(s) resulting in the Town employee's removal from duty. ~~drug use.~~

FG. Follow up Testing

Following a determination by a substance abuse professional that an employee is in need of assistance in resolving problems associated with alcohol misuse, and/or use of drugs, the employee shall be subject to unannounced follow up alcohol, and/or, drug testing as directed by a substance abuse professional.

The number and frequency of follow up tests shall be as directed by the substance abuse professional, and shall consist of at least six (6) tests in the first twelve (12) months following the employees' return to duty.

The employees' supervisor may direct the employee to undergo return to duty and follow up testing for both alcohol and drugs, if the substance abuse professional determines that return to duty and follow up testing for both alcohol and drugs is necessary for that employee.

Follow up testing shall not exceed 60 months from the date of the employees' return to duty and if the employee is not a CDL holder, shall not include a cannabis/marijuana test unless required by the presence of current, objectively observable indications of decreased employee performance.

The substance abuse professional may terminate the requirement for follow up testing at any time after the first six tests have been administered, if the substance abuse professional determines that such testing is no longer necessary.

ARTICLE VI.

COLLECTION AND ANALYSIS (NON-CDL DRIVERS EXCLUDED)

For Town employees subject to random testing as set forth in Article V. E. above, Aall collection of urine, or breath, for random testing shall be performed at a facility or facilities, to be designated by the Town, and for all other testing required by this policy, at the site of an independent health provider selected by the Town Board.

Employees shall be advised of the location of the testing site during training on alcohol and drugs, and by a supervisor at the time testing is required.

Collection and testing of urine and breath shall be in accordance with *49 C.F.R. Part 40, Procedures for Transportation Workplace Drug and Alcohol Testing Programs.*

The collection site for urine samples will provide a privacy enclosure for urination, a toilet, a suitable clean writing surface, and water source for hand washing, which, if practicable, will be outside the privacy enclosure. Any water source within the privacy enclosure will be secured to prevent its use to adulterate the urine sample.

The employee will be assured of privacy during urination except in circumstances where there is evidence that a prior sample was altered, adulterated, or tampered with, in which case a retest will be required and privacy will not be assured. Failure to provide a specimen for retest will result in immediate dismissal.

The urine specimen must be split and poured into two specimen bottles. This provides the employee with the option of having an analysis of the split sample performed at a separate laboratory if the primary specimen test result is verified positive. Urine testing will be conducted at a laboratory certified by the United States Department of Health and Human Services.

All drug testing laboratory results will be reviewed by a qualified Medical Review Officer (MRO) to verify and validate test results. The MRO is a

licensed physician responsible for receiving laboratory results generated by a drug testing program who has knowledge of substance abuse disorders, and has relevant training and qualifications.

The MRO will review and interpret all confirmed positive tests by reviewing the employees' medical history, including any medical records and biomedical information provided, affording the employee a reasonable opportunity to discuss the test result, and deciding whether there is a legitimate medical examination for the result, including legally prescribed medication.

The MRO will notify each employee who has a verified positive test that the employee has 72 hours in which to request a test of the split specimen at a separate certified laboratory.

Upon completion of the MRO's review, the MRO shall report each verified test result to the Town Supervisor. The employee's supervisor will be informed by the Town Supervisor of a verified positive test result and the employee will be removed from all functions and shall be subject to the consequences outlined in Article VIII of this policy.

Removal from functions will be immediate, and will not await the result of any requested retest. If retest results are negative the employee will immediately return to work and be compensated for any time off.

An employee requesting a drug re test shall advance the cost of the additional analysis, as well as, all costs associated with the transfer of the specimen to another laboratory, including shipping and handling. If the re test results in the employee passing the drug test, the Town shall reimburse any moneys collected in advance. It is the responsibility of the employee to obtain a list of certified laboratories from which to select a facility to perform re tests.

ARTICLE VII.

ALCOHOL TESTING PROCEDURES

Alcohol testing shall be conducted by collection of a breath specimen through the use of an Evidential Breath Testing device (EBT) that is approved by the

National Highway Traffic Safety Administration. The test must be performed by a Breath Alcohol Technician (BAT), who is trained to proficiency in the operation of the EBT being used, and in the alcohol testing procedures specified in the regulations.

The persons who will serve as BAT's shall be personnel employed by a health facility selected by the Town Board. The health facility will be identified to employees during training and by a supervisor at the time of selection for an alcohol test.

Alcohol tests will be conducted at a site that provides privacy to the individual being tested.

Upon arrival at the alcohol collection site, the employee must provide positive identification to the BAT. After testing procedures are explained to the employee, the employee and the BAT must complete, date and sign the alcohol testing form.

A. Screening Test

The BAT will open an individually sealed, disposable mouth piece in view of the employee and attach it to the EBT. The BAT will instruct the employee to blow forcefully into the mouth piece for at least six seconds, or until an adequate amount of breath has been obtained.

Following the screening test, the BAT must show the employee the result displayed on the EBT or a printed result. If the result of the screening test is an alcohol concentration of less than 0.02%, no further testing is required and the test will be reported to the employer as a negative test. The employee may then return to his or her position.

B. Confirmation Test

If the result of the screening test is an alcohol concentration of 0.02%, or greater, a confirmation test must be performed.

The confirmation test must be conducted at least 15 minutes, but not more than Thirty (30) minutes, after completion of the initial test. The employee will be instructed not to eat, drink, or put any object, or substance in his/her mouth, and will be instructed not to belch to the extent possible while awaiting

the confirmation test. The confirmation test will be performed whether or not the employee complies with such instructions. The confirmation test is conducted using the same procedures as the screening test. A new mouthpiece will be used. If the initial and confirmation test results are not identical, the confirmation test result is deemed to be the final result.

The BAT will transmit all results to the Town Supervisor in a confidential manner. If the employee must be removed from duty, the BAT will notify the Town Supervisor immediately, and the employee will be removed from duty by the supervisor.

Where a random, reasonable suspicion, or post-accident alcohol test indicates an alcohol concentration of 0.02% percent or more, but less than 0.04% percent, the employee shall not perform functions until at least 24 hours after such test. During such time the employee will receive the employee's regular rate of pay.

On the day following a random, suspicion, or post-accident alcohol test indicating an alcohol concentration of 0.02 percent, or more, but less than 0.04 percent, the employee may be required to submit to another alcohol test, whether or not, the employee is reasonably suspected of alcohol misuse.

ARTICLE VIII.

VIOLATIONS

A. Major Violations

The following conduct shall be considered a major violation of this policy:

1. ~~A verified positive result from a Taking a drug, or alcohol test administered pursuant to this policy. For alcohol tests, required by this policy leading to a verified positive result. For purposes of this sub paragraph 1, aa~~ verified positive result is a confirmed ~~includes an alcohol test indicating an~~ alcohol concentration of 0.04% percent or more.

2. Using alcohol or drugs while performing any ~~job-related~~job-related duties.
- ~~3.~~ Using alcohol within eight (8) hours after an accident requiring a post-accident alcohol test, or until the employee undergoes a post-accident alcohol test, whichever occurs first.
- ~~3.~~
4. Refusal to submit to a post-accident alcohol, or drug test, a random alcohol, or drug test, a reasonable suspicion alcohol or drug test, a specific articulable symptom of impairment cannabis/marijuana test, or any follow up alcohol, or drug test required by this policy.
5. Failure to produce an adequate urine, or breath sample when selected for testing, where such failure is not consistent with the requirements of *49 C.F.R. Part 40*.
6. Altering, adulterating, or tampering with a urine sample, or a breath sample used in a drug, or alcohol test required by this policy, or otherwise distorting the result of a required drug, or alcohol test, or attempting to do any of the foregoing.
7. Refusal to sign consents, or releases required by federal regulations in connection with drug or alcohol tests.
8. Reporting for duty, or remaining on duty while having an alcohol concentration of 0.04% ~~percent~~, or greater, under the influence of a prohibited drug, or having impaired abilities due to the use of cannabis/marijuana.
- ~~9.~~ Reporting for duty, or remaining on duty when the employee uses any of the drugs prohibited by this policy, except when the use is pursuant to the instructions of a physician who has advised the employee that the drug does not adversely affect the employees' ability to safely operate a commercial motor vehicle, regular motor vehicle or Town machinery or equipment.

~~9.~~ 10.

10. Failure to comply with the requirements of a treatment, or rehabilitation program, prescribed by a substance abuse professional while on _____ authorized leave as a result of a violation of this policy.

B. Minor Violations

The following conduct shall be considered a Minor Violation of this policy:

1. Being on duty, or operating a commercial motor vehicle while possessing alcohol.
2. Reporting for duty within four hours after using alcohol.

ARTICLE IX.

CONSEQUENCES

Each employee who commits a Major Violation of this policy shall be immediately removed from the job as required by federal law and regulations or progressively disciplined up to and including termination at the Town's discretion or if applicable, pursuant to procedures set forth in any Collective Bargaining Agreement (CBA) or Civil Service law or rule applicable to the specific employee.

In addition, although not required by federal law, or regulation:

1. Any employee who commits a Major Violation set forth in Article VIII. B. above, if not terminated, shall be placed on an involuntary, unpaid leave of absence.

During such leave of absence, the employee may use accrued benefits, such as sick time, vacation time, compensatory time, etc. Nothing shall be construed to prevent the imposition of progressive discipline up to, and including termination for conduct of such employee while under the influence of alcohol, or while using any prohibited drugs. (See *Disciplinary Guidelines, Section 15, Town of Chenango Safety Manual*)

Any employee who commits a Major Violation involving the death of a person, or bodily injury to an individual ~~requiring who immediately receives~~ medical treatment ~~away from the scene of the accident~~, shall be subject to progressive disciplinary action up to, and including, termination.

The employment of any employee who commits a Major Violation of this policy twice within a five year period shall be terminated immediately.

Any discipline imposed shall be subject to the Town of Chenango Disciplinary Policy, Section 15 of the Safety Manual.

Each employee who has engaged in conduct prohibited by this policy shall be advised of the resources available to the employee in evaluating and resolving problems associated with the misuse of alcohol and cannabis/marijuana and the use of prohibited drugs/controlled substances, including the names, addresses, and telephone numbers of the substance abuse professionals, and counseling and treatment programs.

Each employee who engages in conduct prohibited by this policy and has not had ~~his/her~~ their employment terminated as a result thereof, ~~immediately~~ shall be evaluated by a substance abuse professional who shall determine what assistance, if any, the employee needs in resolving problems associated with alcohol and cannabis/marijuana misuse and prohibited drug abuse.

Each employee identified as needing assistance ~~in resolving problems associated with alcohol misuse, or drug use~~, shall be referred to a treatment, or rehabilitation program and shall be evaluated by a substance abuse professional, and by passing a return to duty drug test, or alcohol test, or both as specified by the substance abuse professional.

An employee who has violated this policy and has not had ~~his or her~~ their employment terminated as a result of the violation, ~~immediately~~ shall qualify for return to duty by following the recommendations of a substance abuse professional including completion of a treatment, or rehabilitation program, as certified by such substance abuse professional, and by passing a return to duty drug test, or alcohol test, or both, as specified by the substance abuse professional.

An employee who has violated this policy and undertakes a treatment, or rehabilitation program upon the recommendation of a substance abuse professional shall ~~be~~ fully responsible for the costs r the expense of such treatment, or rehabilitation program. Medical benefits, if available to the employee, may be used for such purposes subject to an eligibility determination by the medical benefits provider.

Any employee who returns to work after having satisfied these requirements shall be subject to follow up testing.

ARTICLE X.

EMPLOYEE RIGHTS

A. Testing and Waiting Time

All time spent on testing, including reasonable travel time of not more than one hour to and from the testing facility, ~~is~~ will be treated as paid time under regular pay status, including over time, if applicable. Employees will be paid for ~~the~~ time away from duty while being tested, or if their duty assignment has ended, they will be paid up to the time they are released from the testing site. All costs s of testing under this policy shall be borne by the Town, except as specifically provided herein.

B. Confidentiality

The Town shall make every effort to assure confidentiality throughout the testing process, and to protect the individual dignity, and right to privacy of all employees to the fullest extent possible. ~~Personal data regarding the drug testing results and rehabilitation program evaluations will be forwarded only to the~~ employee's immediate Supervisor and are considered confidential. ~~Any disclosure release~~ of this information to persons other than members of the Town Board and the Town Attorney are prohibited without the written consent~~permission~~ of the employee tested.

C. Return to Work

Any employee qualified to return to duty pursuant to this policy has the right to immediate return to duty in the same or equivalent position ~~, or equivalent, immediately,~~ subject to ~~the provisions of~~ Section 72 of the Civil Service Law.

The Town shall make reasonable efforts to advise applicable ~~afford~~ employees of their right to union representation, whenever an employee is directed to submit to an alcohol, or drug test. Such representation shall not unduly interfere with, or more than minimally delay, the movement of the employee to the testing site and shall not include the presence of a union representative when the independent health provider referred to in Article VI, Section A, is conducting the testing, collection, or required preliminary procedure (Interview, Identification, Consents, etc).

ABSTRACT OF AUDITED VOUCHERS

GENERAL FUND - TOWNWIDE



TOWN OF CHENANGO

Page 1 of 3

COUNTY, NEW YORK

DATE OF AUDIT: 04/03/2024

NUMBER 005

TOTAL CLAIMS: \$24,564.90

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
87	Dennis Rowlands 3/13/2014/Provided Court Security	A1110.400	160.00	6730 04/04/2024
88	Adam Bronson 3/13/2024/Provided Court Security	A1110.400	160.00	6723 04/04/2024
89	James Hunter 03/19/2024/Office Equipment	A1355.400	69.10	6734 04/04/2024
90	ALLSEASONS TEXTILE SERVICESINC 1045071/Town Hall Rug Service	A1620.400	119.75	6721 04/04/2024
91	Kelley Brothers, LLC 7-120385/Records Room Door	A1620.400	2,530.00	6735 04/04/2024
92	BROOME COUNTY INFORMATION TECH 24-129519/Info Card & Labor	A1670.400	11.75	6726 04/04/2024
93	ASSOCIATION OF TOWNS 3/21/2024/Registration Town Finance School - Eldridge	A1310.400	200.00	6722 04/04/2024
94	Deere & Company MSRP% Discount	A7110.200	-3,945.42	6729 04/04/2024
94	Deere & Company Trade in the PE7-2019 JD Big Mower	A7110.200	-8,400.00	6729 04/04/2024
94	Deere & Company Adjustable Suspension Set wth AR	A7110.200	595.00	6729 04/04/2024
94	Deere & Company 117579134/Z960M Ztrak	A7110.200	15,809.00	6729 04/04/2024
94	Deere & Company 72" Side Discharge Mower Deck	A7110.200	750.00	6729 04/04/2024
95	Marshall Machinery, Inc. Freight	A7110.200	9.74	6738 04/04/2024
95	Marshall Machinery, Inc. Spindle	A7110.200	102.61	6738 04/04/2024
95	Marshall Machinery, Inc. Bolt and Locknut	A7110.200	3.89	6738 04/04/2024
95	Marshall Machinery, Inc. 5614B/Wheel, ASM	A7110.200	85.41	6738 04/04/2024
95	Marshall Machinery, Inc. Tube, Axle	A7110.200	15.23	6738 04/04/2024

ABSTRACT OF AUDITED VOUCHERS

GENERAL FUND - TOWNWIDE



TOWN OF CHENANGO

Page 2 of 3

COUNTY, NEW YORK

DATE OF AUDIT: 04/03/2024

NUMBER 005

TOTAL CLAIMS: \$24,564.90

Voucher #	Claimant/Invoice/Description	Account #	Amount	Check
96	JOHN ENDRESS 03/20/2024/Amazon: Book-RS Means Square Foot Costs	A1355.400	505.44	6733 04/04/2024
97	JOHN ENDRESS 03/19/2024/Assessors Meeting	A1355.400	27.42	6733 04/04/2024
98	BR. CO ASSOC. OF TOWNS/VILLAGE 03/01/2024/2024 Annual Membership Dues	A1220.400	50.00	6725 04/04/2024
99	CINTAS CORPORATION #121 8406734592/Medical Supplies	A1620.400	38.75	6728 04/04/2024
99	CINTAS CORPORATION #121 8406734589/Medical Supplies	A1620.400	353.34	6728 04/04/2024
99	CINTAS CORPORATION #121 8406734591/Medical Supplies	A1620.400	137.74	6728 04/04/2024
99	CINTAS CORPORATION #121 8406734590/Medical Supplies	A1620.400	100.82	6728 04/04/2024
100	SANICO 319513/Cleaning Supplies	A1620.400	517.30	6740 04/04/2024
101	WILLIAMSON LAW BOOK CO. 200665/Williamson Town Clerk Plus Annual Contract	A1410.400	1,218.00	6742 04/04/2024
102	Auto Zone 4702982884/Fuses for GPS Installs	A1620.400	27.12	6724 04/04/2024
102	Auto Zone 4702981858/Fuses for GPS Installs	A1620.400	22.91	6724 04/04/2024
102	Auto Zone 4702998196/Fuses for GPS Installs	A1620.400	33.64	6724 04/04/2024
103	ALEXANDER N. URDA 910/April Engineering Charges Plus Expenses	A1440.400	3,188.60	6720 04/04/2024
104	ALEXANDER N. URDA 913/Zoning Map and Descriptions	A1440.400	239.56	6720 04/04/2024
105	ALEXANDER N. URDA 911/Ransom Solar Review SWPPP	A1440.405	960.80	6720 04/04/2024
106	STAPLES BUSINESS ADVANTAGE 3561501308/Refund	A1660.400	-9.96	6741 04/04/2024
106	STAPLES BUSINESS ADVANTAGE 3561568881/Envelopes and Post-Its	A1660.400	21.12	6741 04/04/2024
106	STAPLES BUSINESS ADVANTAGE 3561501307/Time Cards	A1660.400	74.24	6741 04/04/2024
107	ELW TREE 0064/Tree Removal and Stump Grinding	A1620.400	4,975.00	6731 04/04/2024
108	NYSEG 3/15/24 General/Energy Charges	A1620.400	1,637.03	6739 04/04/2024
109	MICHAEL FEDISH 3/6/24 Corrected/BC Magistrates Assoc. Dinner	A1110.400	25.00	6737 04/04/2024

ABSTRACT OF AUDITED VOUCHERS

GENERAL FUND - TOWNWIDE

Page 3 of 3

TOWN OF CHENANGO

COUNTY, NEW YORK

DATE OF AUDIT: 04/03/2024

NUMBER 005

TOTAL CLAIMS: \$24,564.90

Voucher #	Claimant/Invoice/Description	Account #	Amount	Check
110	CHARTER COMMUNICATIONS 143749601031424/Business internet and voice	A1620.400	689.91	6727 04/04/2024
111	FIRSTLIGHT 16784671/phone, internet, fax for Town Hall	A1620.400	826.75	6732 04/04/2024
112	LOWES 982296/Supplies	A7020.400	628.31	6736 04/04/2024

ABSTRACT OF AUDITED VOUCHERS

HIGHWAY - TOWNWIDE FUND


COUNTY, NEW YORK**TOWN OF CHENANGO***Page 1 of 2***DATE OF AUDIT: 04/03/2024****NUMBER 005****TOTAL CLAIMS: \$249,575.64**

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
32	AT Central New York, LLC X812017539:01/Hood Spring	DA5130.400	333.03	2268 04/04/2024
33	Auto Zone 4702986385/Bondo filler for trucks and sandpaper	DA5130.400	28.11	2269 04/04/2024
34	AGWAY 2403-674864/Feet of chainsaw chain	DA5140.400	99.00	2267 04/04/2024
35	CARGILL, INC. 2909314611/Bulk deicing salt delivered to the lot	DA5142.400	4,026.03	2270 04/04/2024
35	CARGILL, INC. 2909314611/Bulk deicing salt delivered to the lot	DA5142.400	6,213.75	2270 04/04/2024
35	CARGILL, INC. 2909303593/Bulk deicing salt delivered to the lot	DA5142.400	2,785.87	2270 04/04/2024
36	COOK BROS. TRIPLE CITIES TRUCK 2076277/Batteries for #3	DA5130.400	130.49	2271 04/04/2024
36	COOK BROS. TRIPLE CITIES TRUCK 2051584 Edit/Balance Owed from Previous Voucher	DA5130.400	6.00	2271 04/04/2024
37	Dutcher's Inc. 175523/Rims for truck #2 summer tires	DA5130.400	400.00	2272 04/04/2024
38	GRAINGER 9044198597/Gallons of Orange Paint for Truck	DA5130.400	284.19	2274 04/04/2024
39	MIRABITO 778763/2500 gallons of gasoline	DA5110.400	6,627.00	2275 04/04/2024
39	MIRABITO Lust Fee & Superfund fees	DA5110.400	11.61	2275 04/04/2024
40	Palmer's Trucks & Accessories TC201/Clutch assembly to truck #10	DA5130.400	668.50	2276 04/04/2024
41	R.J. ZIGMONT'S 10075/Sand blasted the plow to #7	DA5130.400	1,748.64	2277 04/04/2024
42	SAFE LITE FULFILLMENT INC. 04086-5760/Replaced windshield in #4	DA5130.400	226.53	2278 04/04/2024
43	STEEL SALES, INC 332900/16" Gauge stainless sheet used for stock	DA5130.400	606.73	2279 04/04/2024
44	TALLMADGE TIRE OF BINGHAMTON 1-109129/2 tires to truck #6	DA5130.400	1,573.48	2280 04/04/2024

ABSTRACT OF AUDITED VOUCHERS

HIGHWAY - TOWNWIDE FUND

TOWN OF CHENANGO

Page 2 of 2

COUNTY, NEW YORK

DATE OF AUDIT: 04/03/2024

NUMBER 005

TOTAL CLAIMS: \$249,575.64

Voucher #	Claimant/Invoice/Description	Account #	Amount	Check
45	VOLOS AUTO SUPPLY, INC. (NAPA) 705086/Paint for Truck #8	DA5130.400	268.28	2281 04/04/2024
45	VOLOS AUTO SUPPLY, INC. (NAPA) 702085/Credit for parts return	DA5130.400	-80.36	2281 04/04/2024
46	VOLOS AUTO SUPPLY, INC. (NAPA) 705269/Paint for truck #8	DA5130.400	13.76	2281 04/04/2024
47	ENVIRONMENTAL EQUIPMENT NY201632/2024 Mack MD-7 Yardwaste Packer	DA5130.201	223,605.00	2273 04/04/2024

ABSTRACT OF AUDITED VOUCHERS



WATER OPERATING

Page 1 of 2

TOWN OF CHENANGO

COUNTY, NEW YORK

DATE OF AUDIT: 04/03/2024

NUMBER 005

TOTAL CLAIMS: \$10,117.79

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
12	VERIZON WIRELESS(W&S) 9955051336/Phone Service	F8310.400	48.31	2173 04/04/2024
13	COOK BROS. TRIPLE CITIES TRUCK 2083559/TU FRH07514 - Hose with Static Wire	F8340.400	37.99	2167 04/04/2024
14	NYSEG 3/15/2024 Water/Electricity - Water	F8320.400	3,314.29	2168 04/04/2024
15	Palmer's Trucks & Accessories TCW2009/Rear High Ass, Lanau	F8340.400	439.00	2169 04/04/2024
15	Palmer's Trucks & Accessories Labor to remove old and replace new hinge	F8340.400	800.00	2169 04/04/2024
16	SENTRY ALARMS, LLC Alarm net monitoring 85 Poplar Hill Rd	F8310.400	144.00	2170 04/04/2024
16	SENTRY ALARMS, LLC Alarm digital monitoring 85 Poplar Hill Rd	F8320.400	309.00	2170 04/04/2024
16	SENTRY ALARMS, LLC 520180/Alarm digital monitoring 3 Jason Dr	F8320.400	309.00	2170 04/04/2024
16	SENTRY ALARMS, LLC Alarm net monitoring 34-1/2 Clearview Place	F8320.400	144.00	2170 04/04/2024
16	SENTRY ALARMS, LLC Alarm digital monitoring 34-1/2 Clearview Place	F8320.400	309.00	2170 04/04/2024
16	SENTRY ALARMS, LLC Alarm net monitoring 3 Jason Dr	F8320.400	144.00	2170 04/04/2024
17	TI SALES INV0168380/Neptune Mach 10 Meter E-Coder Gallon Flanged End	F8320.200	1,210.77	2171 04/04/2024
18	USA BLUEBOOK replacement tubing kit for models ctpa & d-2hsa	F8330.400	101.60	2172 04/04/2024
18	USA BLUEBOOK INV00309071/30-Day Clx free chlorine dry reagent set	F8330.400	287.00	2172 04/04/2024
18	USA BLUEBOOK Freight	F8330.400	32.88	2172 04/04/2024
18	USA BLUEBOOK replacement tubing kit models ctpa & d-3hsa	F8330.400	101.60	2172 04/04/2024
18	USA BLUEBOOK injection fitting 1/4" npt	F8330.400	193.60	2172 04/04/2024

ABSTRACT OF AUDITED VOUCHERS

WATER OPERATING

Page 2 of 2

[Signature]
COUNTY, NEW YORK

TOWN OF CHENANGO

DATE OF AUDIT: 04/03/2024

NUMBER 005

TOTAL CLAIMS: \$10,117.79

Voucher #	Claimant/Invoice/Description	Account #	Amount	Check
18	USA BLUEBOOK dpd sidpenser 10 ml sample, 100 tests	F8330.400	169.50	2172 04/04/2024
19	W2O Winter Workshop 4/26/24 Greg Burden	F8310.400	70.00	2174 04/04/2024
19	W2O 9030/Winter Workshop 4/26/24 Luke Mooney	F8310.400	70.00	2174 04/04/2024
20	AMREX CHEMICAL CO., INC. 249891/Hypochlorite Solution	F8340.400	548.65	2165 04/04/2024
20	AMREX CHEMICAL CO., INC. 249592/Hypochllorite Solution	F8340.400	334.60	2165 04/04/2024
21	BROOME COUNTY INFORMATION TECH 24-129497/Envelopes	F8310.400	999.00	2166 04/04/2024

ABSTRACT OF AUDITED VOUCHERS



SEWER OPERATING

TOWN OF CHENANGO

Page 1 of 2

COUNTY, NEW YORK

DATE OF AUDIT: 04/03/2024

NUMBER 005

TOTAL CLAIMS: \$20,720.05

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
24	BERT ADAMS DISPOSAL 43F00438/1256 Front Street	G8130.400	80.12	2672 04/04/2024
25	BODEK SEPTIC & EXCAVATING 5401/Septic Pump - Pennview Apts	G8130.400	1,100.00	2673 04/04/2024
25	BODEK SEPTIC & EXCAVATING 5400/Septic Pump - Chenango Heights	G8130.400	1,100.00	2673 04/04/2024
25	BODEK SEPTIC & EXCAVATING 5393/Septic Pump - Chenango Heights	G8130.400	1,100.00	2673 04/04/2024
26	DIEKOW ELECTRIC, INC. 12 Contactors	G8120.400	1,430.00	2674 04/04/2024
26	DIEKOW ELECTRIC, INC. 4288/OT rate-Contacts burned so switched to B& C phase	G8120.400	780.00	2674 04/04/2024
26	DIEKOW ELECTRIC, INC. replaced contactors and overloads in lift station	G8120.400	130.00	2674 04/04/2024
27	FRONTIER(60764864321107004) 3/16/2024/Pennview Sewer Plant Phone	G8110.400	56.57	2676 04/04/2024
28	F. W. WEBB CO. 82722843-3/Goulds 4" Submersible Non-C for Markhams Rt 12	G8130.200	8,540.43	2675 04/04/2024
29	GREGORY BURDEN Tax	G8130.400	0.32	2677 04/04/2024
29	GREGORY BURDEN 3/11/2024/Distilled Water (4)	G8130.400	3.96	2677 04/04/2024
29	GREGORY BURDEN White Vinegar	G8130.400	3.47	2677 04/04/2024
30	MIRABITO Lust Fee Location T002	G8120.400	0.01	2678 04/04/2024
30	MIRABITO 530375Bulk Fuel Location T002	G8120.400	9.80	2678 04/04/2024
30	MIRABITO Lust Fee Location T001	G8120.400	0.95	2678 04/04/2024
30	MIRABITO 530374/Bulk Fuel Location T001	G8120.400	658.16	2678 04/04/2024
31	NYSEG Meters Sewage Collection System	G8120.400	661.45	2679 04/04/2024

ABSTRACT OF AUDITED VOUCHERS



SEWER OPERATING

TOWN OF CHENANGO

Page 2 of 2

COUNTY, NEW YORK

DATE OF AUDIT: 04/03/2024

NUMBER 005

TOTAL CLAIMS: \$20,720.05

Voucher #	Claimant/Invoice/Description	Account #	Amount	Check
31	NYSEG 3/15/24 Sewer Contractual/Meters Treatment & Disposal	G8130.400	3,624.81	2679 04/04/2024
32	R.J. ZIGMONT'S 10074/Tractor w/ dump trailer Northgate to Cherry Lane	G8130.400	1,440.00	2680 04/04/2024

ABSTRACT OF AUDITED VOUCHERS

SEWER CONSOLIDATED



TOWN OF CHENANGO

Page 1 of 1

COUNTY, NEW YORK

DATE OF AUDIT: 04/03/2024

NUMBER 005

TOTAL CLAIMS: \$10,078.00

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
4	BARTON & LOGUIDICE, D.P. 140756/Wastewater Improvements Basic Services	H2-8110.200	10,078.00	1138 04/04/2024

RESOLUTION NO. ____

RESOLUTION APPROVING ABSTRACT NO. 5

The Town Board of the Town of Chenango, duly convened on Wednesday, April 3, 2024, does hereby RESOLVE to approve and pay the audited claims listed on Abstract 5 dated April 3, 2024, as follows:

General Fund - Voucher Nos. 87-112; Check Nos. 6720-6742, totaling the sum of \$24,564.90.

Highway Fund - Voucher Nos. 32-47; Check Nos. 2267-2281, totaling the sum of \$249,575.64.

Water Fund - Voucher Nos. 12-21; Check Nos. 2165-2174, totaling the sum of \$10,117.79.

Sewer Fund - Voucher Nos. 24-32; Check Nos. 2672-2680, totaling the sum of \$20,720.05.

Sewer Consolidated – Voucher No. 4; Check No. 1138, totaling the sum of \$10,078.00.

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 3rd day of April, 2024. 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: April 3, 2024

Dawn Blair, Town Clerk
Town of Chenango

RESOLUTION NO. _____

**RESOLUTION AWARDED BID FOR
2024 CLASS 3 DUMP TRUCK WITH PLOW OPTIONS**

The Town Board of the Town of Chenango, duly convened in Regular Session, April 3, 2024, does hereby RESOLVE as follows:

WHEREAS, this Board authorized the Highway Superintendent to advertise for sealed bids for one (1) 2024 or Newer Class 3 Dump Truck with Plow Options; and

WHEREAS, in reviewing the bids received, the Highway Superintendent has recommended that the bid from Chenango Sales, Inc., the lowest responsible bidder, in the amount of \$76,190.96 be accepted; and

WHEREAS, the Town Board has determined that accepting this bid is in the best interest of the Town of Chenango.

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Chenango accepts the bid for a 2024 or Newer Class 3 Dump Truck with Plow Options from Chenango Sales, Inc., as attached hereto, for a price not to exceed \$76,190.96, and the Highway Superintendent is hereby authorized to award the bid on behalf of the Town of Chenango, execute all necessary documents in connection therewith, and expend \$76,190.96 from Budget Line DA-05130.205 for payment of the same; and be it 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 HIGHWAY DEPARTMENT

1529 NY ROUTE 12; BINGHAMTON, NY 13901

PURCHASE SPECIFICATIONS

FOR

ONE (1) 2024 OR NEWER 4x4 CLASS 3 DUMP TRUCK WITH PLOW OPTIONS

Bid Opening : March 25, 2024
: 10:00AM
: 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 10:00AM, March 25, 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 3 DUMP TRUCK WITH PLOW OPTIONS

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.

DETAILED MINIMUM SPECIFICATIONS

It is the intention of these specifications to define minimum requirements for a 2024 or Newer 4X4, Class 3 Dump Truck with Snow Plow Options. Bidder must indicate whether item bid meets each requirement as indicated. Any item not meeting specifications must be fully explained. (Use Variation and Justification Sheets attached.)

MINIMUM SPECIFICATIONS

The specifications are to serve as a guideline only and Bidders may propose trucks of any make/model.

All Bidders must indicate, however, after each specification, whether their proposed equipment meets, does not meet, or exceeds said specification. Explanation and justification* of any differences thus noted will be made, in duplicate, on the "Variations and Justifications" sheets found prior to the "Proposal Sheets" in this package. Additional sheets may be used, when necessary, but ALL INFORMATION MUST BE IN DUPLICATE.

NOTE: "Justification", as used above, includes, in duplicate, any and all available printed Literature which would show the advantages gained by accepting the proposed equipment.

DEVIATIONS

Any deviations from this complete set of specifications must be listed or your bids will be rejected.

NON-COLLUSION BIDDING CERTIFICATE

NON-COLLUSIVE BIDDING CERTIFICATION:

- (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 its own organization, under penalty of perjury, that to the best of 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."

NAME OF BIDDER

SIGNATURE & TITLE OF SIGNER

NOTE:

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 sets forth in detail the reason 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 political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such a 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 of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being did, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

NON-COLLUSION BIDDING CERTIFICATE

NON-COLLUSIVE BIDDING CERTIFICATION:

- (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 its own organization, under penalty of perjury, that to the best of 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."

NAME OF BIDDER

SIGNATURE & TITLE OF SIGNER

NOTE:

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 sets forth in detail the reason 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 political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such a 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 of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being did, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

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 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 paragraph (b) of subdivision 3 of section 165-a of the state finance law”
4. Except as otherwise specifically provided herein, any bid that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the bidder cannot make the certification as set forth in subdivision (a) above, the bidder shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefore. The Municipality reserves its rights, in accordance with General Municipal Law Section 103-g to award the bid to any bidder who cannot make the certification, on a case-by-case basis under the following circumstances:
 - a) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012 and the bidder has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 - b) The Municipality has made a determination that the goods or services are necessary

for the Municipality to perform its functions and that, absent such an exemption, the Municipality would be unable to obtain the goods or services for which the bid is offered. Such determination shall be made by the Municipality in writing and shall be a public document.

BIDDER'S CERTIFICATION:

[] 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 paragraph (b) of subdivision 3 of section 165-a of the state finance law.

[] I am unable to certify that my name and the name of the bidder does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

Signature Title

Company Name Date

STATE OF NEW YORK)
COUNTY OF) ss:

On the ___ day of _____ in the year 20___ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public
Dated:

2024 or Newer Class 3 Dump Truck with Plow Options

Specifications

	Y	N
<u>Vehicle Configuration:</u>		
2024 or Newer	_____	_____
4 x 4 Chassis Cab (60" Cab to Axle)	_____	_____
Regular Cab	_____	_____
145.5" Wheelbase	_____	_____
14,000 # GVW	_____	_____
Running Boards	_____	_____
Color - Black	_____	_____
<u>Engine:</u>		
7.3L V8 Gas Engine (minimum)	_____	_____
335 HP @ 3750 rpm	_____	_____
26.5 midship gas tank	_____	_____
Dual Battery	_____	_____
Dual Alternators	_____	_____
<u>Transmission:</u>		
Automatic transmission	_____	_____
4.30 Limited slip rear end	_____	_____
<u>Tires:</u>		
LT 245/75R X 17E BSW Traction Tires	_____	_____
Full Sized Spare	_____	_____
<u>Interior:</u>		
Split Bench Vinyl Seats	_____	_____
AM/FM Stereo	_____	_____
<u>Accessories:</u>		
Upfitter switches	_____	_____
<u>Snow Plow:</u>		
Snow Plow Prep Package	_____	_____
Truck Side Plow equipment must accept Fisher Fleet Flex Plow with truck side components	_____	_____
Truck side plow equipment must operate using Conventional and LED headlights	_____	_____

PROPOSAL SHEET

ITEM DESCRIPTION	UNIT PRICE	QTY	GRAND TOTAL PRICE
1. 2024 or Newer,4x4, Class 3 Dump Truck With plow options	\$ _____	1	\$ _____

MAKE: _____

MODEL: _____

(GRAND TOTAL PRICE IN WORDS)

APPROXIMATE DELIVERY DATE _____

TOWN OF CHENANGO HIGHWAY DEPARTMENT

1529 NY ROUTE 12; BINGHAMTON, NY 13901

VARIATION AND JUSTIFICATION SHEET

TOWN OF CHENANGO
HIGHWAY DEPARTMENT
1529 NY ROUTE 12
BINGHAMTON, NY 13905

PROPOSAL SHEET

ONE (1) 2024 OR NEWER 4x4, CLASS 3 DUMP TRUCK WITH PLOW OPTIONS

The undersigned proposes and offers to furnish and deliver for Town of Chenango, (1) 2024 or Newer 4x4, Class 3 Dump Truck with Plow Options, the specifications for which are attached. This proposal and offer is guaranteed to fulfill the minimum specifications as prepared by the Town of Chenango.

NAME OF COMPANY: _____

ADDRESS OF COMPANY: _____

NAME OF OFFICER: _____

SIGNATURE: _____

DATE: _____

PHONE: _____

FAX NUMBER: _____

E-MAIL ADDRESS: _____

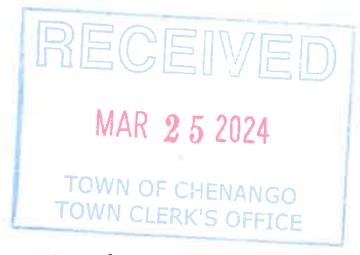
The guaranteed delivery date shall be _____ (number of days) from the date of placement of order by the Town of Chenango. In no event shall the guaranteed delivery date exceed one hundred (180) days from said placement of order.

Phone: (607) 656-8219
Fax: (607) 656-7333



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

CHENANGO SALES, INC.



March 20, 2024

10:01 Am
[Signature]

Chenango Sales Inc. would like to bid one 2024 Ford F350 Cab and Chassis regular cab 4x4 145-inch wheelbase with the following options:

Chenango Sales meets or exceeds all specifications on the truck and dump body per your request with the exception of two.

- 1. We went from the 26.5-gallon mid ship tank to the standard 40-gallon rear tank.
- 2. We cannot meet the guaranteed delivery of 180 days -- we have no control of days. Production is getting back to a more normal time range. I hope we can have this truck in 120 days.

Bid Price on Truck with Body and Plow installed by Palmers Truck and Accessories LLC

\$ 76,190.96

[Signature]
Byron Miller
President

TOWN OF CHENANGO
HIGHWAY DEPARTMENT
1529 NY ROUTE 12
BINGHAMTON, NY 13905

PROPOSAL SHEET

ONE (1) 2024 OR NEWER 4x4, CLASS 3 DUMP TRUCK WITH PLOW OPTIONS

The undersigned proposes and offers to furnish and deliver for Town of Chenango, (1) 2024 or Newer 4x4, Class 3 Dump Truck with Plow Options, the specifications for which are attached. This proposal and offer is guaranteed to fulfill the minimum specifications as prepared by the Town of Chenango.

NAME OF COMPANY: Chenango Sales Inc

ADDRESS OF COMPANY: 916 State Hwy 12
Greene NY 13778

NAME OF OFFICER: Byron E Miller

SIGNATURE: [Signature]

DATE: 3-20-24

PHONE: 607 656 8219

FAX NUMBER: 607 656 7333

E-MAIL ADDRESS: INFO@Chenango Sales . Com

The guaranteed delivery date shall be NA (number of days) from the date of placement of order by the Town of Chenango. In no event shall the guaranteed delivery date exceed one hundred (180) days from said placement of order.

PROPOSAL SHEET

ITEM DESCRIPTION	UNIT PRICE	QTY	GRAND TOTAL PRICE
1. 2024 or Newer, 4x4, Class 3 Dump Truck With plow options	\$ <u>76190.96</u>	1	\$ <u>76190.96</u>

MAKE: FORD

MODEL: F350 Cab+Chassis 4x4

SEVENTY SIX THOUSAND ONE HUNDRED NINETY DOLLARS + 96CENT
(GRAND TOTAL PRICE IN WORDS)

APPROXIMATE DELIVERY DATE 120 Days to 180 days

2024 or Newer Class 3 Dump Truck with Plow Options

Specifications

	Y	N
<u>Vehicle Configuration:</u>		
2024 or Newer	✓	
4 x 4 Chassis Cab (60" Cab to Axle)	✓	
Regular Cab	✓	
145.5" Wheelbase	✓	
14,000 # GVW	✓	
Running Boards	✓	
Color – Black	✓	
<u>Engine:</u>		
7.3L V8 Gas Engine (minimum)	✓	
335 HP @ 3750 rpm	✓	
• 26.5 midship gas tank	✓	X
Dual Battery	✓	
Dual Alternators	✓	
<u>Transmission:</u>		
Automatic transmission	✓	
4.30 Limited slip rear end	✓	
<u>Tires:</u>		
LT 245/75R X 17E BSW Traction Tires	✓	
Full Sized Spare	✓	
<u>Interior:</u>		
Split Bench Vinyl Seats ✓	✓	
AM/FM Stereo	✓	
<u>Accessories:</u>		
Upfitter switches	✓	
<u>Snow Plow:</u>		
Snow Plow Prep Package	✓	
Truck Side Plow equipment must accept Fisher		
Fleet Flex Plow with truck side components	✓	
Truck side plow equipment must operate using		
Conventional and LED headlights	✓	

Dump Body:

9 Feet Overall Body Length	✓	
84" Inside Width	✓	
96" Outside Width	✓	
2-3 Yard Capacity	✓	
44" Front Height	✓	
12" Side Height	✓	
18" Rear Tailgate Height	✓	
10 Gauge Stainless Steel Construction	✓	
Three (3) Coal Chutes	✓	
Stainless Steel Tailgate Construction	✓	
Steel Floor Construction	✓	
All Exposed Bends have 1" Corner Radius	✓	
Front Corner Posts, 3" Deep, no intermediate side posts	✓	
Manual Tailgate Release	✓	
Two Vertical Tailgate Braces	✓	
1" Quick Release, Handle Located roadside front	✓	
3/8" Stainless Steel Tailgate Chains	✓	
7 Gauge Stainless Steel Rear Corner Posts	✓	
1/2 Size 10 Gauge Stainless Steel Cabsheild	✓	
Standard LED Light Kit with Harness	✓	
Quick Mount Hinge	✓	
Standard Mounting Kit included	✓	
Pintle Plate w/ 2" Receiver tube & D-rings	✓	
7-prong RV Plug	✓	
Dual Quick Release Tailgate	✓	

Service Requirements:

Winning Bidder within 50-mile radius	✓	
--------------------------------------	---	--



QUOTE	
Date	Salesperson
3/19/24	Shawn T. Palmer

Customer Information

Chenango Sales Bid For Town of Chenango F350 Chassis cab

Products Quoted	Totals
<p>Supply and install the following items onto customers new Chassis:</p> <p>1 New 9' Rugby 2 to 3 Yard Stainless Steel Dump Body. Hoist, DC double acting, 3 Coal chute and Marker lights. Pintle Plate with 2" Receiver Tube and D-rings. dual quick release tail gate latches.</p> <p>1 Truck side plow equipment to accept Fisher Fleet flex Plows, includes all truck side components to operate plows.</p> <p style="text-align: right;">Total for above equipment:</p>	<p>\$23038.96</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

NON-COLLUSION BIDDING CERTIFICATE

NON-COLLUSIVE BIDDING CERTIFICATION:

- (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 its own organization, under penalty of perjury, that to the best of 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."

Chenango Sales Inc
NAME OF BIDDER

Byron Miller Pres.
SIGNATURE & TITLE OF SIGNER

NOTE:

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 sets forth in detail the reason 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 political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such a 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 of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being did, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

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 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 paragraph (b) of subdivision 3 of section 165-a of the state finance law"
4. Except as otherwise specifically provided herein, any bid that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the bidder cannot make the certification as set forth in subdivision (a) above, the bidder shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefore. The Municipality reserves its rights, in accordance with General Municipal Law Section 103-g to award the bid to any bidder who cannot make the certification, on a case-by-case basis under the following circumstances:
 - a) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012 and the bidder has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 - b) The Municipality has made a determination that the goods or services are necessary

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.

for the Municipality to perform its functions and that, absent such an exemption, the Municipality would be unable to obtain the goods or services for which the bid is offered. Such determination shall be made by the Municipality in writing and shall be a public document.

BIDDER'S CERTIFICATION:

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 paragraph (b) of subdivision 3 of section 165-a of the state finance law.

I am unable to certify that my name and the name of the bidder does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

Byron E Miller Pres
Signature Title
Chenango Sales Inc 3-20-2024
Company Name Date

STATE OF NEW YORK)
COUNTY OF Chenango) ss:

On the 20 day of March in the year 2024 before me, the undersigned, personally appeared Byron Miller, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

[Signature]
Notary Public
Dated: 3/20/24

AUBREY MILLS
Notary Public, State of New York
No. 01M16368284
Qualified in Broome County
Commission Expires December 11, 2025

Agenda Policy

- Complete information to be sent to the Board by Friday before the Wednesday meeting.
- Internally, information due to Amy before start of business that Friday morning.
- "Late-breaking additions"
 - o At all times late agenda additions should be discouraged. The Board acknowledges that under limited circumstances issues may be pressing enough to be an exception but at all times the Board shall have a discussion as whether or not it is a true need to be considered or if the Board can take the time to discuss at the next meeting.
- Resolutions shall contain all relevant backup information for the Board's consideration or the Board may not consider the resolution. The Board acknowledges that the Agenda's and material are substantial and will help to the extent practicable in identifying these missing items or typos prior to the meeting to allow the department head or independent contract to work with Amy to remedy.

RESOLUTION NO. _____

**RESOLUTION AWARDDING BID FOR
WASTE WATER PUMPING AND HAULING**

The Town Board of the Town of Chenango, duly convened in Regular Session, April 3, 2024, does hereby RESOLVE as follows:

WHEREAS, this Board authorized the Superintendent of Public Works 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, in reviewing the bids received, the Superintendent of Public Works has recommended that the bid from Bodek Incorporated, the lowest responsible bidder, in the amount of \$550.00 per load be accepted; and

WHEREAS, the Town Board has determined that accepting this bid is in the best interest of the Town of Chenango.

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Chenango accepts the bid 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 from Bodek Incorporated, as attached hereto, for a price not to exceed \$550.00 per load, and the Superintendent of Public Works is hereby authorized to award the bid on behalf of the Town of Chenango through the end of December 31, 2024, execute all necessary documents in connection therewith, and expend monies from Budget Line G8130.4 for payment of the same as the need arises; and be it 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	_____

Bodek



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: 3/20/24

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: \$550 -

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: \$550 -

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)

Bodex Septic & Excavating Services Inc.
Name of Bidder


Signature of Bidder

195 Brooks Rd. Binghamton NY 13905
Business Address of Person, Firm, or Corporation



195 Brooks Rd.
Binghamton, NY 13905
Phone: 607-777-9974
Fax: 607-217-7136
Email: contactus@bodekinc.com
www.bodekinc.com

03/20/2024

Re: Town of Chenango
1529 State Route 12
Binghamton, NY 13901
Waste Water Pumping and Hauling

To whom it may concern:

Below is a list of references:

Regularly provided septic pumping services.

- Mirabito - Xaly Vongchanh 607-242-4727
- AL Burke - Ben Atwell 607-349-3370
- Garden Homes Management - Rich Arcuri 315-571-4670

Sincerely,

A handwritten signature in black ink, appearing to read "CB", is written over a horizontal line.

Christopher Bodek

Received 3/20/24
at 10:29 Am via email

ADDENDUM TO WASTE WATER PUMPING AND HAULING BID PACKAGE

Article II of the Bid Package is replaced with the following:

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 on a non-contributory basis for the Town of Chenango, its Board, employees and volunteers.

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 \$2,000,000 in the aggregate.

Umbrella/Excess Insurance:

The Contractor shall carry umbrella/excess liability insurance with minimum limits of \$4,000,000 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.

Owners & Contractors Protective Liability Insurance:

The Contractor shall carry or require that there be carried Owners & Contractors Protective Liability Insurance with limits for Property Damage and Bodily Injury Liability \$1,000,000/\$2,000,000 to protect the Owner, Contractor and his Subcontractors against claims for property damage and 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.

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 Owners & Contractors Protective Liability Insurance 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 certificate of insurance must describe the specific services provided by the Contractor that are covered by the liability policies.

At the Town's request, the Contractor shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, the Contractor will provide a copy of the policy endorsements and forms. All such items shall be provided at no cost to the Town.

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, deductibles, self-insured retentions 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.

NOTICE TO BIDDERS

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 of Chenango Town Clerk, 1529 State Route 12, Binghamton, New York until 12:00 PM on March 20, 2024. They will be publicly opened and read at 1:00 PM on March 20, 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 March 11, 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.

RESOLUTION NO. 48

RESOLUTION AUTHORIZING LEASE OF A QUADIENT IX-5AF FROM ED & ED BUSINESS TECHNOLOGY

The Town Board of the Town of Chenango, duly convened in Regular Session, April 3, 2024, does hereby RESOLVE as follows:

WHEREAS, the Town Clerk has recommended replacement of the current postage machine, and procured a quote from Ed & Ed Business Technology for the same as attached hereto; and

WHEREAS, such lease would be a piggyback procurement as follows: Ed & Ed Business Technology is an authorized vendor of Quadient, which was awarded Sourcewell contract 011322-QDT; and

WHEREAS, the Town Board finds it in the best interests of the Town to authorize such purchase;

NOW THEREFORE, BE IT RESOLVED that the Town Board of the Town of Chenango authorizes the lease of a Quadient iX-5AF from Ed & Ed Business Technology, as outlined in the quote dated February 23, 2024, to be paid from general fund monies and authorizes the Town Supervisor to execute all necessary documents in connection therewith; and be it further

RESOLVED, that this resolution shall take effect immediately.

Offered by: Councilperson DiMascio Seconded by: Councilperson Worden

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 3rd day of April 2024. Said resolution was adopted by the following roll call vote:

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

Town of Chenango Seal

Dated: April 3, 2024

Dawn Blair, Town Clerk

