



Town of Chenango

Town Board Meeting Agenda

Wednesday, January 3, 2024 – 5:00 PM

1. CALL TO ORDER / PLEDGE OF ALLEGIANCE

2. ROLL CALL

3. COMMUNICATIONS

3.1. None

4. OPEN FORUM

Guests shall speak in an orderly fashion and are limited to remarks of five (5) timed minutes or less. The speaker shall deliver their comments or concerns in a civil tone and without the use of profanity, personal attacks, or other disruptive behavior which may result in the offender's removal from the meeting. The speaker shall not be interrupted except in a matter of urgency.

5. OLD BUSINESS

5.1. None

6. NEW BUSINESS

6.1. None

7. PUBLIC HEARINGS - 6:00PM

7.1. None

8. DEPARTMENT REPORTS / SUPERVISOR REPORT / ATTORNEY REPORT

8.1. None

9. RESOLUTIONS

9.1. Resolution to Approve Abstract

9.1.1. None

9.2. Resolution Authorizing Attendance at the AOT 2024 Annual Meeting & Training School

9.2.1. See attached Resolution

9.3. Resolution to Approve Annual Audit

9.3.1. See attached Resolution

9.4. Resolution to Establish the Office of Deputy Supervisor & Appointing Deputy Supervisor

9.4.1. See attached Resolution

9.5. Resolution to Approve Appointing Dog Control Officer

9.5.1. See attached Resolution

9.6. Resolution Authorizing Execution of Contracts for Employee Medical & Dental Insurance Benefits

9.6.1. See attached Resolution

9.7. Resolution Approving Engineering Contract

9.7.1. See attached Resolution

- 9.8. Resolution Authorizing the Highway Superintendent to Purchase or Rent Equipment
 - 9.8.1. See attached Resolution
- 9.9. Resolution Authorizing Expenditures by the Highway Superintendent Without Prior Approval
 - 9.9.1. See attached Resolution
- 9.10. Resolution Authorizing Highway Law 284 Agreement to Spend Town Highway Funds
 - 9.10.1. See attached Resolution
- 9.11. Resolution Authorizing Employment of Coughlin & Gerhart, LLP for 2024
 - 9.11.1. See attached Resolution
- 9.12. Resolution Approving Setting 2023 Town Board Meeting Dates
 - 9.12.1. See attached Resolution
- 9.13. Resolution Appointing Town of Chenango Officers & Employees and Setting the 2024 Salary Schedule
 - 9.13.1. See attached Resolution
- 9.14. Resolution Authorizing Employees to Attend Training Sessions
 - 9.14.1. See attached Resolution
- 9.15. Resolution Establishing Work Rules for 2024
 - 9.15.1. See attached Resolution
- 9.16. Resolution to Approve Fire Protection District 1 Contract Chenango Bridge Fire Co. - 2024
 - 9.16.1. See attached Resolution
- 9.17. Resolution to Approve Fire Protection District 1 Contract Chenango Forks Volunteer Fire Co. – 2024
 - 9.17.1. See attached Resolution
- 9.18. Resolution to Approve Fire Protection District 2 Contract Chenango Fire Co. – 2024
 - 9.18.1. See attached Resolution

10. FUTURE BOARD TOPICS

- 10.1. None

11. OPEN FORUM

Guests shall speak in an orderly fashion and are limited to remarks of five (5) timed minutes or less. The speaker shall deliver their comments or concerns in a civil tone and without the use of profanity, personal attacks, or other disruptive behavior which may result in the offender's removal from the meeting. The speaker shall not be interrupted except in a matter of urgency.

12. ADJOURNMENT

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING ATTENDANCE AT THE ASSOCIATION OF TOWNS
2024 ANNUAL MEETING & TRAINING SCHOOL**

At a regular meeting of the Town Board of the Town of Chenango, held on the 3rd day of January 2024, the following resolution was offered and seconded:

SECTION 1. RESOLVED, that the following named Town employees and officials are hereby authorized to attend the Association of Towns 2024 Annual Meeting & Training School in New York City from February 18-20, 2024.

And it is further

SECTION 2. RESOLVED, that transportation to said meeting and all other expenses incurred in connection with the attendance at said meeting shall be paid by the Town of Chenango after presentation of detailed voucher and audit thereof; and it is further

SECTION 3. RESOLVED, that Mike Lumsden is hereby appointed the 2024 delegate to the meeting to represent the Town of Chenango; and it is further

SECTION 4. RESOLVED, that Jim DiMascio is hereby appointed the 2024 Deputy Delegate to the convention to represent the Town of Chenango; and it is further

SECTION 5. RESOLVED, that this Resolution shall take effect immediately.

Offered by:

Seconded by:

CERTIFICATION

I, 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 January 2024. Said resolution was adopted by the following roll call vote:

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

Town of Chenango Seal

Dated: January 3, 2024

Dawn Blair
Town Clerk of the Town of Chenango

RESOLUTION NO. _____

RESOLUTION FOR ANNUAL AUDIT

At a regular meeting of the Town Board of the Town of Chenango, held on the 3rd day of January 2024, the following resolution was offered and seconded:

SECTION 1. WHEREAS, pursuant to Section 123 of the Town Law, the Town Board is obligated to perform an annual audit of the Town Officers and employees who receive or disburse monies during the fiscal year; now, therefore, it is hereby

SECTION 2. RESOLVED, that this Board has contracted with Michael Wolyniak, retired Auditor from the Office of the NYS Comptroller, to perform on behalf of the Board, the above-mentioned audit in 2024 at a cost of \$3,900.00; and it is further

SECTION 3. RESOLVED, that this Resolution shall take effect January 1, 2024.

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 January 2024. Said resolution was adopted by the following roll call vote:

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- Councilperson Jim DiMascio _____
- Councilperson Gene Hulbert Jr. _____
- Councilperson Dave Johnson _____
- Councilperson Kevin Worden _____

Town of Chenango Seal

Dated: January 3, 2024

Dawn Blair
Town Clerk of the Town of Chenango

RESOLUTION NO. _____

**RESOLUTION ESTABLISHING THE OFFICE OF DEPUTY SUPERVISOR
AND APPOINTING DEPUTY SUPERVISOR**

At a regular meeting of the Town Board of the Town of Chenango, held on the 3rd day of January 2024, the following resolution was offered and seconded:

SECTION 1. WHEREAS, pursuant to Section 42 of the Town Law, this Board desires to establish the position of Deputy Supervisor for 2024, and

WHEREAS, subsequent to the establishment thereof, the Supervisor is empowered to appoint said Deputy, now, therefore, it is hereby

SECTION 2. RESOLVED, that the office of Deputy Supervisor is hereby established and Jim DiMascio is appointed Deputy Supervisor effective January 1, 2024.

Offered by:

Seconded by:

CERTIFICATION

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Councilperson Dave Johnson _____
Councilperson Kevin Worden _____

Town of Chenango Seal

Dated: January 3, 2024

Dawn Blair
Town Clerk of the Town of Chenango

RESOLUTION NO. _____

RESOLUTION APPOINTING A DOG CONTROL OFFICER

At a regular meeting of the Town Board of the Town of Chenango, held on the 3rd day of January 2024, the following resolution was offered and seconded:

WHEREAS, this Board appointed Joel Troutman as Dog Control Officer on January 1, 2023, and such appointment expires on December 31, 2023.

WHEREAS, this Board recommends that Joel Troutman be reappointed to that position and to be paid at a rate of \$18,328.00 annually, and

NOW, THEREFORE, it is hereby resolved that Joel Troutman is hereby appointed Dog Control Officer on an on-call basis at the annual rate set forth above, effective January 1, 2024.

Offered by:

Seconded by:

CERTIFICATION

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Councilperson Kevin Worden _____

Town of Chenango Seal

Dated: January 3, 2024

Dawn Blair
Town Clerk of the Town of Chenango

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING EXECUTION OF CONTRACTS FOR EMPLOYEE
MEDICAL AND DENTAL INSURANCE BENEFITS**

At a regular meeting of the Town Board of the Town of Chenango, held on the 29th day of November, 2023, the following resolution was offered and seconded:

SECTION 1. WHEREAS, this Town currently has contracts with Excellus BlueCross BlueShield, Central New York Southern Tier Region through the Finger Lakes Group, LLC as a Broker providing medical and dental insurance benefits for its employees and retirees which expire on December 31st, 2023 and;

WHEREAS this Board has carefully reviewed the terms and conditions of the proposed SimplyBlue Plus Bronze 4 health plan and the Dental Blue Options dental plan for the year 2024; now, therefore, it is hereby

SECTION 2. RESOLVED, that the Supervisor is hereby authorized to execute the above stated contracts for medical and dental insurance benefits with Excellus BlueCross BlueShield of Central New York Southern Tier Region through the Finger Lakes Group, LLC as Broker for the period January 1, 2024 through December 31, 2024 effective January 1, 2024.

Offered:

Seconded:

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Town of Chenango Seal

Dated: January 3, 2024

Dawn Blair

Town Clerk of the Town of Chenango

RESOLUTION NO. _____

RESOLUTION APPROVING ENGINEERING CONTRACT

At a regular meeting of the Town Board of the Town of Chenango, held on the 3rd day of January 2024, the following resolution was offered and seconded:

SECTION 1. WHEREAS, Alexander N. Urda, P.E., CPESC has proposed in writing to furnish services as Engineer for the Town for the year 2024. A copy of said proposal is attached and incorporated herein, and

WHEREAS, this Town Board desires to engage the services of Alexander N. Urda at an annual retainer not to exceed \$37,020.00 plus reimbursable expenses as agreed to; now, therefore, it is hereby

SECTION 2. RESOLVED, that the Supervisor is hereby authorized to execute an engineering services contract with Alexander N. Urda for the year 2024 at an amount not to exceed \$37,020.00 plus reimbursable expenses effective January 1, 2024.

Offered by:

Seconded by:

CERTIFICATION

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Councilperson Dave Johnson _____
Councilperson Kevin Worden _____

Town of Chenango Seal

Dated: January 3, 2024

Dawn Blair
Town Clerk of the Town of Chenango

December 8, 2023

Mr. Michael Lumsden, Town Supervisor
Town of Chenango
1529 NY Rt. 12
Binghamton, NY 13901

Re: Annual Contract Engineer for the Town 2024

Dear Supervisor Lumsden:

Urda Engineering, PLLC (URDA) is pleased to be given the opportunity to submit this contract to you to provide part time engineering services to assist the Town of Chenango (Town). I, Alexander N. Urda, registered Professional Engineer in the State of New York, of Urda Engineering, PLLC propose to furnish services as URDA for the Town of Chenango on a fixed fee basis, plus reimbursable expenses, as well as out of scope reimbursable services at our hourly rates. Note: The fee reflects an increase of 1.98% from 2023 based on evaluation of 2023 hours-to-date, projected workload for 2024, and inflation. The annual Town budgeted base amount for engineering for 2024 was increase by 7.6% roughly, and overs this contract adjustment. Hourly and reimbursable expense rates have also been updated.

SCOPE OF SERVICES

Based on our discussions and review of our anticipated 2024 duties as URDA for the Town of Chenango, it is my understanding that you are requesting engineering services for completion of the following scope of services:

PART 1 – ENGINEERING SERVICES

The following is a general listing of Professional Engineering services provided within the annual base fee, unless otherwise noted, and is not all inclusive.

A. General Services

1. Coordination with and assistance to the Town departments (Water Department, Highway Department, Public Works, Town Clerk, Town Attorney, etc.)
2. General storm drainage investigations including reporting, field observations, and general recommendations at request of highway superintendent.
3. Assist department heads with meetings with residents regarding complaint reports (water system, sanitary sewer system-, storm sewer system, etc.).
4. Maintain table and graphs of water system master meter readings.
5. Capital project planning assistance with department heads.
6. Review of Broome County Highway maps (map updates, project planning, etc.) and NYSDOT highway and bridge reports. Interface with responsible parties on road projects and Town impacts and integration.
7. Attend meetings as directed by the Town Board. Anticipated are:
 - a. BMTS
 - b. BC Flood Task Force
 - c. TMDL program
 - d. Hazard mitigation with county
 - e. Community Rating System (incl. annual report support)

B. Planning Board and Zoning Board of Appeals

1. Case Reviews
 - a. Site Plan Review (see “Reimbursable Services” for additional fee items)
 - b. Simple Subdivision Plan Review (see “Reimbursable Services” for additional fee items)
 - c. Advisory Reviews for Planning Board Advisor to Z.B.A.
2. Attend regular Planning Board Meetings at one per month.

C. Town Board

1. Attend 26 Town Board Meetings, scheduled for every other Wednesday. Engineer shall provide a written report to the Board outlining all current projects and any pertinent due dates related to the same at each work session URDA is required to attend. (URDA may send Project Designer as a substitute in event that A. Urda is on vacation, or sick).
2. Meetings with the Broome County Department of Health and NYS Department of Conservation as may be required under the normal course of Town Business. Special Town Board meetings relating to particular projects will be in accordance with the reimbursable section herein.
3. Update and prepare regular reviews of Public Works, zoning, sanitary sewer regulations, Ordinance Department, building inspections, etc.
4. Report to Town Board on various meetings as required (ex. Association of Towns, BMTS, BTSC).

D. Town Mapping

Mapping shall include any necessary minor revisions (non-survey based) for maintenance, and/or minor corrections of the existing district mapping and system mapping:

1. Zoning – Minor single parcel revisions/updates only.
2. Water Districts
3. Sanitary Sewer Districts
4. Lighting Districts
5. Election Districts
6. Speed Zones
7. Aquifer Protection Zones
8. Water Well and Tank Schematic

Any new district mapping/description will be billed as reimbursable services.

E. Reimbursable Services (Outside the annual base fee) as Authorized by the Town Board

1. Municipal Separate Storm Sewer System (MS4) program coordination and compliance.
 - a. Broome Tioga Stormwater Coalition (BTSC) meeting attendance (typically quarterly meetings) held at Town of Union or Town of Chenango.
 - b. Annual MS4 program reporting completed and submitted to the NYSDEC.
 - c. Updates to the MS4 Stormwater Management Program (SWMP) plan.
2. Illicit Discharge program outfall monitoring and sampling.
3. Preliminary Reports – New Utilities (Map, Plan, and Report including estimates)
 - a. Proposed new water districts.
 - b. Proposed water storage tanks.
 - c. Proposed new sanitary sewer districts.
 - d. Proposed major storm drainage projects requiring bidding
4. SEQR Review Meetings
 - a. Meeting attendance.

- b. Detailed SEQR application review (detailed full EAF, scoping, DEIS, EIS, etc).
- c. Preparation of Environmental Assessment Forms for Town projects.
- 5. Special Planning Board Meeting attendance (project review and comment letter is under general scope)
- 6. Comprehensive Plan meetings separate from regular Planning Board meetings.
- 7. Major project site plan reviews which have had 'review fees' established (ex. MS4 SWPPP review, etc.).
- 8. Mapping and sketches, short EAFs for grant applications.
- 9. Draft sketches and descriptions for easements.
- 10. Major subdivision reviews to include Planning Board Review, Construction Inspections, approval and acceptance letters, SEQR reviews, MS4 SWPPP reviews, etc., when "review fees" have been established.
- 11. Code compliance reviews: building/parcel inspection for unsafe/condemnation conditions and letter report. When requested for emergency or legal support by the Code Office.
- 12. Legal Issues/Legal Case professional support.
- 13. Other items for reimbursement established between the Town and URDA for review of capital work projects designed by other consultants or engineers, special projects, i.e. preliminary designs, SPDES, preliminary applications, audit and control reports, and similar type development work.
- 14. Completion of detailed project plans, specifications, bidding documents, and bidding assistance for Town projects in which the estimated project dollar value dictates that the project requires competitive bidding in accordance with the Municipal Law of the State of New York.
- 15. Flood grant paperwork, project estimating and sketches, filings, coordination, and meeting attendance, including NY Rising program support.
- 16. Travel and expenses (mileage for Part 1.E listed items, printing, postage, contracted services, etc.).
- 17. New district mapping/descriptions (zoning, water, sewer, light, etc.)

PART 2 – TOWN RESPONSIBILITIES

A. Provided by the Town

It is requested that the Town continue to provide and regularly update several documents for URDA to assist with Engineer for the Town duties.

- 1. Municipal Code for the Town of Chenango (electronically)
- 2. Chapter 73 – Zoning (electronically)
- 3. Town’s Comprehensive Plan
- 4. NY State supplements (hard copy) to the 2020 New York State Building Code (as adopted by New York State and any updates).

Also, as noted in the request for proposals, Professional Liability Insurance for Town project work will be covered by the Town.

COMPENSATION

URDA anticipates completion of the Scope of Services for the following fees.

Scope Item	Fee
Part 1 –ENGINEERING SERVICES	
A. General Services	
B. Planning Board and Zoning Board of Appeals	
C. Town Board	
D. Town Mapping	

PART 1, A, B, C, and D Fixed Fee plus reimbursable expenses \$37,020.00

- E. Reimbursable Services – At hourly rates and expense rates listed below unless otherwise negotiated.

Additional engineering services not set forth within the Scope of Services of this agreement are excluded from URDA's services. However, they may be requested and this agreement amended by written request from the Town, accepted and signed by both the Town and URDA.

Additional engineering services are typically compensated at the rates specified below unless negotiated otherwise:

Professional Engineer:	\$140.00/hour
Project Designer:	\$90.00/hour
Survey Technician* (Field Rate)	\$140.00/hour (field topo at state wage rate)
Survey Technician* (Office)	\$85.00/hour (office rate)
Administrative Assistant	\$60.00/hour
*Non-PLS support	

REIMBURSABLE EXPENSES

In addition to the fees quoted above, normal and customary expenses will be billed to the Town at the actual cost, or as designated below. Reimbursable expenses include, but are not limited to, all printing and reproduction, regular and express mail packaging and postage, and mileage.

Specific Expense Rates:

Mileage:	\$0.70 per mile.
In-house Printing:	\$0.20 per 8.5x11 sheet; \$2.50 per 22x34 sheet
Outside services/expenses*:	Cost +10%
*(examples: USPS postage, Dataflow printing, shipping/mailing costs, report binders)	

Association of Towns NYC Training: Town will provide half of the projected costs of attendance. Costs for professional credits received will be at the sole expense of Engineer.

INSURANCE and INDEMNIFICATION: URDA shall maintain the following insurance for the duration of the Agreement and, on all policies other than professional liability, name Town as an additional insured on a primary, non-contributory basis. URDA shall provide to the Town certificates of insurance evidencing compliance with the insurance requirements below. During the term of this Agreement and for a period of three (3) years thereafter, Engineer agrees to maintain and provide evidence of continuous professional liability insurance coverage in the amounts stated below:

- a. General Liability: \$1M each occurrence and \$2M aggregate
- b. Automobile Liability: \$1M
- c. Workers' Compensation: Statutory, not less than \$1M
- d. Professional Liability: \$1M per claim and \$2M aggregate

The Town and URDA agree to indemnify, defend, and hold the other harmless, and their respective officers, employees, agents and representatives from and against liability for all claims, losses, damages and expenses, including reasonable attorney's fees, to the extent such claims, losses, damages or expenses, are caused by the indemnifying party's negligent acts. In the prosecution of any successful lawsuit by the Town or URDA for the enforcement of this indemnification provision, the losing party agrees to pay the winning party's reasonable attorney's fees and any costs of the suit incurred therein. Each party shall ensure that all of their respective consultants, contractors, and subcontractors provide the other party with the same indemnification.

RELATIONSHIP: The relationship between URDA and the Town is that of an independent contractor. Accordingly, URDA must conduct itself in conformance with the independent contractor relationship, and may not hold itself out or claim to be an officer or employee of the

Town. URDA must secure its own insurance, retirement membership or credits, where applicable. URDA shall assume all obligations and duties of an independent contractor.

SCHEDULE OF PAYMENT

The Town will be billed monthly. The amount will be based on the fixed fee amount spread evenly over twelve (12) months (\$3,085.00/month), plus reimbursable expenses and services. Invoices are due upon receipt and are considered past due thirty (30) calendar days after the postmarked date.

Past due accounts will result in stoppage of work until the account is made current. Project documents may be withheld or withdrawn if there is a past due balance. Amounts past due thirty (30) calendar days after the postmarked date of invoice shall bear interest at 1.5 percent per month. The Town shall pay URDA for all expenses, including reasonable attorney's fees, incurred in collecting any past due payments and interest thereon.

LIMIT OF LIABILITY: URDA's liability for claims arising from this agreement related to the negligent acts of URDA shall be limited to the limits set forth in the INSURANCE and INDEMNIFICATION section

WAIVER: The Town and URDA mutually agree to waive all claims of consequential damages arising from disputes, claims, or other matters relating to this agreement.

GOVERNING LAW; JURISDICTION; VENUE: This Agreement, including without limitation, any disputes arising out of or relating to this Agreement, shall be governed by the laws of the State of New York, without regard to its conflict of law provisions. Engineer and Town hereby submit to the exclusive jurisdiction of the state and federal courts located in the County of Broome, State of New York with respect to any legal proceedings arising out of this Agreement.

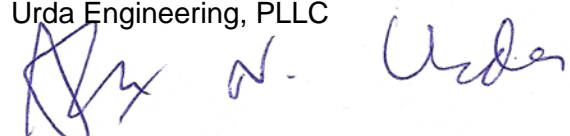
SEVERABILITY: If any provision of this Agreement is ruled invalid in an arbitral or judicial proceeding, such finding shall not affect the validity of any other provision or this Agreement as a whole, which shall remain in full force and effect.

This proposal represents the entire understanding between the Town and URDA with respect to this contract for engineering services and may only be modified in writing signed by both parties.

I trust that I have accurately responded to your request. Please feel free to contact me if you have any questions or concerns. This proposal will become contractual by signing in the Town signature area. Please have the Town Clerk forward to my office a copy of this document signed, and a copy of the resolution accepting this agreement.

I appreciate the opportunity to continue to provide my services to the Town of Chenango as Engineer for the Town. Thank you for considering Urda Engineering, PLLC.

Sincerely,
Urda Engineering, PLLC



Alexander N. Urda, P.E. – Engineer for the Town
Owner/Professional Engineer

cc: Town Board
Town Clerk

TOWN SIGNATURE/ACCEPTED BY:

(Signature)

Michael Lumsden, Supervisor
(Printed Name, Title) (Date)

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE HIGHWAY SUPERINTENDENT TO PURCHASE OR RENT EQUIPMENT

At a regular meeting of the Town Board of the Town of Chenango, held on the 3rd day of January, 2024, the following resolution was offered and seconded:

SECTION 1. **WHEREAS**, from time to time in cases of emergency and occasions when additional equipment is required, and the Highway Superintendent finds it necessary to purchase or rent equipment, and

WHEREAS, this Board desires to authorize the Highway Superintendent to purchase or rent when needed, now therefore, it is hereby

SECTION 2. **RESOLVED**, that the Highway Superintendent is hereby authorized to purchase or rent equipment, in cases of emergency and when projects require, and it is further

SECTION 3. **RESOLVED**, this resolution shall take effect January 1, 2024.

Offered by:

Seconded by:

CERTIFICATION

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

Town of Chenango Seal

Dated: January 3, 2024

Dawn Blair

Town Clerk of the Town of Chenango

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING EXPENDITURES BY
THE HIGHWAY SUPERINTENDENT WITHOUT PRIOR APPROVAL**

At a regular meeting of the Town Board of the Town of Chenango, held on the 3rd day of January 2024, the following resolution was offered and seconded:

SECTION 1. WHEREAS, Section 142 (1) (a) of the Highway Law authorizes the Town Board to adopt a resolution permitting the Highway Superintendent to purchase equipment, tools, and implements without prior approval of the Town Board in an amount to be fixed by it, from time to time; now, therefore, it is hereby

SECTION 2. RESOLVED, that the Highway Superintendent is hereby authorized to spend for equipment tools and implements, a total of \$10,000 in the year 2024 without prior approval of this Board and, it is further

SECTION 3. RESOLVED, that this Resolution shall take effect January 1, 2024.

Offered by:

Seconded by:

CERTIFICATION

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Councilperson Dave Johnson _____
Councilperson Kevin Worden _____

Town of Chenango Seal

Dated: January 3, 2024

Dawn Blair
Town Clerk of the Town of Chenango

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING HIGHWAY LAW § 284
AGREEMENT TO SPEND TOWN HIGHWAY FUNDS**

At a regular meeting of the Town Board of the Town of Chenango, held on the 3rd day of January 2024, the following resolution was offered and seconded:

SECTION 1. WHEREAS, the Town Board and the Superintendent of Highways are required by Highway Law § 284 to enter into a written agreement stating the general manner in which the Highway Fund appropriations for repairs and improvements are to be expended; and

WHEREAS, in conjunction with the estimate submitted by the Highway Superintendent, the Highway Superintendent has submitted a proposed Highway Law § 284 Agreement to spend Town Highway Funds; and

WHEREAS, the Highway Superintendent has prepared an Agreement to spend Town Highway Funds for the fiscal year commencing January 1, 2024, for general repairs and primary work, and permanent improvements subject to limitations set by NYS Capital Highway Improvement Program (CHIPS) funding; now, therefore, it is

SECTION 2. RESOLVED, that the Town Board hereby approves said Agreement and authorizes the Supervisor to execute same effective January 1, 2024.

Offered by:

Seconded by:

CERTIFICATION

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Town of Chenango Seal

Dated: January 3, 2024

Dawn Blair
Town Clerk of the Town of Chenango

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING EMPLOYMENT OF
COUGHLIN & GERHART, LLP FOR 2024**

At a regular meeting of the Town Board of the Town of Chenango, held on the 3rd day of January, 2024, the following resolution was offered and seconded:

WHEREAS, the Town of Chenango has retained the Law Firm, Coughlin & Gerhart, LLP, as the Attorney for the Town pursuant to a retainer agreement dated December 19, 2018 (hereinafter the “Agreement”), and

WHEREAS, the Agreement sets forth the terms of work which will be performed for the benefit of the Town and sets out rates therein, and

WHEREAS, the Law Firm has presented new rates for 2024 as set forth in the attached and incorporated herein Retainer Agreement, and

WHEREAS, Town Board finds it in the best interest of the Town to hire Coughlin & Gerhart, LLP, at the terms set forth in the Agreement.

NOW, THEREFORE, IT IS HEREBY RESOLVED, by the Town Board of the Town of Chenango that the Town Supervisor is hereby authorized to execute the attached Retainer Agreement to continue the Agreement with Coughlin & Gerhart, LLP, at the rates set forth in the attached updated Agreement.

RESOLVED, that this Resolution shall take effect January 1, 2024.

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 January 2024. Said resolution was adopted by the following roll call vote:

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

Town of Chenango Seal

Dated: January 3, 2024

Dawn Blair
Town Clerk of the Town of Chenango

RETAINER AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of January, 2024, between the Town of Chenango, a municipal corporation of the State of New York with its offices at Chenango Town Hall, 1529 State Route 12, Binghamton, New York 13901 (hereinafter referred to as “Town”), and Coughlin & Gerhart, L.L.P., a New York limited liability partnership engaged in the practice of law with its offices at 99 Corporate Drive, P.O. Box 2039, Binghamton, New York 13902-2039 (hereinafter referred to as “Law Firm”),

WITNESSETH:

WHEREAS, the Town desires to retain the Law Firm to furnish and perform legal services for the Town, and

WHEREAS, the Law Firm has offered to provide legal services to the Town, and

WHEREAS, the Law Firm has agreed to assign Nathan D. VanWhy, Esq. (hereinafter referred to as “Attorney”) as the lead attorney to furnish and perform the legal services which are the subject of this agreement,

NOW, THEREFORE, in consideration of the foregoing promises and the mutual covenants hereinafter expressed, it is hereby agreed by and between the parties hereto as follows:

1. Subject to, and in accordance with, the terms, conditions and provisions of this agreement, the Town hereby retains the Law Firm to furnish and perform legal services for the Town; the Law Firm hereby agrees to furnish and perform legal services for the Town; and the Law Firm hereby agrees to assign the Attorney, along with any other personnel of the Law Firm deemed necessary, to furnish and perform the legal services which are the subject of this agreement.
2. For the fixed payment referred to in paragraph 3 of this agreement, the Attorney shall furnish and perform the following legal services for the Town:
 - a. Attend work sessions, regular and special meetings of the Town Board (hereinafter “Town Board”) of the Town.
 - b. Attend meetings of the Town’s Zoning Board of Appeals, Planning Board, Ethics Board, and other boards or committees.
 - c. Prepare all legal notices, contracts to which the Town is a party, local laws, resolutions and policies, and provide legal opinions, advice and other general legal services, research, counseling and advisement as needed.
 - d. Prepare, assist with the preparation and/or review required reporting forms, if any, concerning Federal or State reimbursements.
 - e. Review and assist with competitive bidding documents and bids, with the exception of large capital projects.
 - f. Furnish legal advice to Town officers and officials, Town Board members, and Town boards such as the ZBA, Planning Board, and Board of Assessment Review.

- g. Consult, as may be required, with Town officers and Town employees regarding legal matters involving the Town.
 - h. Review insurance policies, contracts and other documents as requested by the Town Board and Town officials; and furnish legal opinions with regard to their validity and adequacy and/ or the interpretations thereof.
 - i. Prepare and review general release and indemnification agreements.
 - j. Provide advisement concerning matters related to Town highways and public works.
 - k. Provide legal services for other routine matters not specifically enumerated above.
3. For the legal services described in paragraph 2 hereof, for the year 2024 the Law Firm shall be paid the sum of **\$114,000.00**, plus disbursements (e.g., photocopying charges, mileage reimbursement). Said sum shall be payable in twelve equal monthly installments. For purposes of this fixed sum Associate Attorneys are compensated at the hourly rate of **\$200.00**; Partners at Coughlin & Gerhart are compensated at the hourly rate of **\$250.00**; paralegals are compensated at the hourly rate of **\$170.00**.
4. The Law Firm shall be compensated at the rate of **\$250.00** per hour for Partners, **\$200.00** per hour for Associates, and **\$170.00** per hour for paralegals of the following legal services that do not occur on a regular basis, but for which the Town Board expressly authorizes and requests the Attorney's assistance:
- a. Furnishing legal services in connection with litigation commenced by, or brought against, the Town in state or federal courts, administrative agencies, or other venues outside of Town Court, including where there is no insurance coverage providing the cost of defense to the Town.
 - b. Oversee and handle the administration of routine code enforcement and dog control matters that are commenced in Town Court.
 - c. Representing the Town in connection with Taylor Law employee discipline matters, grievances, impasse proceedings, mediation sessions, arbitration proceedings, and/ or hearings or proceedings before the New York State Public Employment Relations Board or a court.
 - d. Participating in contract negotiations with any employee groups (e.g., Teamsters Local Union as the representative of the Town Highway Employees), including acting as chief negotiator, if requested by Town Board; furnishing legal advice to, and consulting with, the Town Board with regard thereto; and drafting of contract proposals and the final contract.
 - e. Creating, establishing, and/ or extending any Town water districts, Town sewer districts and/ or other Town special districts now existing or hereafter created in the Town.
 - f. Representing the Town in major capital projects, including review of contract documents, bidding documents, and general advice regarding all phases of such projects.
 - g. Drafting bond resolutions, note resolutions and other resolutions relating to the borrowing of funds by the Town for those borrowings for which the Law Firm is qualified to act as bond counsel; drafting of the related bonds, notes and other

obligations; preparation of related legal opinions; and drafting of other documents relating to the borrowing of funds by the Town.

- h. Representing the Town in eminent domain proceedings in which the Town seeks to acquire real estate needed by the Town for Town purposes.
 - i. Reviewing and investigating claims involving substance abuse, sexual harassment, discrimination, or employee misconduct, and assisting with disability claims or disputes.
 - j. Furnishing legal advice and assistance in connection with any and all other matters specifically agreed to by the parties.
 - k. Review and redaction of Freedom of Information Law (FOIL) requests.
5. Payment for legal services provided pursuant to paragraphs 3 and 4 shall be made directly to the Law Firm, and any 1099 forms issued by the Town with respect to such payments shall show the Law Firm as the recipient of the payments. No payments described in paragraph 4 shall be due and owing until the Law Firm has submitted to the Town Board a detailed signed voucher, and such voucher has been audited and approved for payment by the Town Board.
6. It is understood that the Attorney will be furnishing and providing the legal services described herein on a part-time basis, and the Attorney will also have a private practice. However, the Attorney shall give reasonable priority to Town legal matters so that the Town's legal needs are properly and promptly attended to. It is further understood and agreed that the Law Firm may, from time to time when the Attorney is not available, assign another qualified attorney within the Law Firm to furnish legal advice to the Town, attend meetings of the Town Board, Town ZBA and/or Town Planning Board. In order to take into account vacation time, illness, work load factors and other issues, it is also understood and agreed that the Attorney may seek assistance, as needed, on various matters from other Attorneys in the Law Firm, but will remain generally responsible for overseeing that work.
7. It is understood that the Law Firm is responsible for the compensation insurance, disability insurance and liability insurance of the Attorney or any other Attorney or personnel assigned to work on legal matters for the Town.
8. This agreement shall be for a term beginning January 1, 2024 and renewing annually thereafter unless either party hereto provides ninety days' notice of termination.
9. In accordance with the provisions of section 109 of the General Municipal Law, the Law Firm is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this Agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Town.
10. The Law Firm is an independent contractor and shall not be deemed to be an officer or employee of the Town for any purpose. It is understood that neither the Attorney nor any of the other Attorney in the Law Firm shall be deemed to be an officer or employee of the Town for any purpose. The Law Firm, in accordance with its status as an independent

contractor, covenants and agrees that it will conduct itself consistently with such status. The Law Firm, the partners and employees of the Law Firm and the Attorney will not hold themselves out as, nor claim to be, an officer or employee of the Town by reason hereof, nor make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

11. No waiver of any breach of any condition of this Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.
12. This Agreement constitutes the complete agreement and understanding of the parties hereto with respect to the subject matter hereof.
13. This Agreement shall be construed, enforced and interpreted in accordance with the laws of the State of New York.
14. The Supervisor of the Town, whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an agreement on behalf of the Town.
15. The original of this agreement, after execution thereof, shall be filed in the office of the Town Clerk of the Town.

The rest of this page left intentionally blank.

IN WITNESS WHEREOF, the Town of Chenango has caused its corporate seal to be affixed hereto and these presents to be signed by Michael Lumsden, its Supervisor, duly authorized to do so, and to be attested to by Lizanne Tiesi-Korinek, its Town Clerk; and Coughlin & Gerhart, L.L.P. has caused these presents to be signed by Nathan D. VanWhy, a Partner thereof.

TOWN OF CHENANGO

By: _____
Michael Lumsden, Supervisor

TOWN SEAL OF THE TOWN OF CHENANGO

Attest: _____
Lizanne Tiesi-Korinek, Town Clerk

COUGHLIN & GERHART, L.L.P.

By: _____
Nathan D. VanWhy, Esq.

2024
TOWN OF CHENANGO
TOWN COUNCIL, PLANNING BOARD & ZONING BOARD OF APPEALS MEETINGS

TOWN COUNCIL (Every other Wednesday @ 5:00pm)	ABSTRACT APPROVAL SCHEDULE	PLANNING BOARD (2 nd Monday @ 7:00 PM)	ZONING BOARD OF APPEALS (4 th Tuesday @ 7:00 PM)
January 3 ^{rd*} , 10 th & 24 th	January 10 th & 24 th	January 8 th	January 23 rd
February 7 th & 21 st	February 7 th & 21 st	February 12 th	February 27 th
March 6 th & 20 th	March 6 th & 20 th	March 11 th	March 26 th
April 3 rd & 17 th	April 3 rd & 17 th	April 8 th	April 23 rd
May 1 st , 15 th & 29 th	May 1 st , 15 th & 29 th	May 13 th	May 27 th – Grievance Day May 28 th
June 12 th & 26 th	June 12 th & 28 th	June 10 th	June 25 th
July 10 th & 24 th	July 10 th & 24 th	July 8 th	July 23 rd
August 7 th & 21 st	August 7 th & 21 st	August 12 th	August 27 th
September 4 th & 18 th	September 4 th & 18 th	September 9 th	September 24 th
October 2 nd , 16 th & 30 th	October 2 nd , 16 th & 30 th	* TUESDAY * October 15 th	October 22 nd
November 13 th & 27 th	November 13 th & 27 th	November 11 th	November 26 th
December 11 th & 25 th	December 11 th & 25 th	December 9 th	December 24 th

*Special Meeting

All dates are subject to change

*Please note changes to the normal day schedule in BOLD

2024 BOARD MEMBERS

Town Council

Mike Lumsden – Supervisor
Jim DiMascio – Deputy Supervisor
Gene Hulbert
Dave Johnson
Kevin Worden

Planning Board (A8025.100)

Brian Donnelly – Chairperson
Melanie Pandich
Jamie Szenher
Thomas Eldridge
Michael Boland - Alternate

Zoning Board of Appeals (A8010.100)

James Brewster – Chairperson
Aleta Kinne – Vice Chairperson
Edward Miller
Scott Smith
Jon White
Dan Wolters - Alternate

Board of Assessment Review (A1355.120)

Peter Matwey
Scott Smith
Vincent Williams

2024 Department Head Schedule for Town Board Meetings

January						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

March						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

April						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

June						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

July						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Engineer / DPW / Highway

Engineer / Assessor / Ordinance / Dog Control

RESOLUTION NO. _____

**RESOLUTION APPOINTING TOWN OF CHENANGO OFFICERS
AND EMPLOYEES AND SETTING THE 2024 SALARY SCHEDULE**

At a regular meeting of the Town Board of the Town of Chenango, held on the 3rd day of January 2024, the following resolution was offered and seconded:

SECTION 1. Pursuant to and in accordance with the provisions of Sections 20, 24, 27, 42, 220, 267, and 272 of the Town Law, the following offices are hereby established and appointments are made thereto; and the following salary schedule for all officers, employees, and officials, elected and appointed, is hereby adopted.

<u>Office</u>	<u>Name</u>	<u>Salary</u>
Supervisor (Elected)	Michael H. Lumsden	\$ 23,982
Councilperson (Elected)	James H. DiMascio	14,487
Councilperson (Elected)	Eugene H. Hulbert, Jr.	14,487
Councilperson (Elected)	David D. Johnson	14,487
Councilperson (Elected)	Kevin J. Worden	14,487
Admin. Asst. – Towns (Provisional)	Kennedy E. Brown	37,500
Secretary to the Supervisor (PT)	Tami A. Carl	30.50/Hr
Sr. Account Clerk (Provisional)	Laurie J. Eldridge	47,000
Town Clerk (Elected)	Dawn Blair	50,990
Deputy Town Clerk	Adam Donahue	35,646
Deputy Town Clerk	Vacant	35,020
Town Justice (Elected)	Michael A. Fedish	27,581
Town Justice (Elected)	Wendy H. Scott	27,581
Clerk to Justice	Trina L. Sorochinsky	43,003
Clerk to Justice	Kristi M. Green	42,230
Court Clerk (PT)	Martha E. Nuzzel	23.00/Hr
Highway Superintendent (Elected)	Derin M. Kraack	78,136
Secretary to the Highway Supt.	Joyanne I. Kasmarcik	47,805
Safety Administrator	Joyanne I. Kasmarcik	4,500
Superintendent of Public Works	Gregory A. Burden	77,506
Account Clerk (Public Works)	Stephanie M. Shuba	38,934
Sr. Clerk (Prov) (Public Works)	Rachell M. Smith	34,505
Sole Assessor	John M. Endress	43,970
Building & Code Inspector/Dept Hd	Gavin R. Stiles	56,135
Sr. Clerk (Prov) (Ordnce/Assessor)	Lindsey R. Fey	36,050
Sr. Clerk (PT) (Ordnce/Assessor)	Kari L. Strabo	34.52/Hr
Dog Control Officer	Joel E. Troutman	18,328
Town Historian	Barbara A. Eccleston	2,552
Cleaner	Tracy B. Croffutt	17,335
Crossing Guard	Brian T. Evans	14.96/Hr

<u>Office</u>	<u>Name</u>	<u>Salary</u>
Planning Board Chairperson	One Chairperson	100.00/Mtg
Planning Board	Four Members/One Alternate	75.00/Mtg
Zoning Board Chairperson	One Chairperson	100.00/Mtg
Zoning Board	Four Members/One Alternate	75.00/Mtg
Assessment Review Board	Four Members	32.75/Hr
Stenographer for Boards	One Stenographer/Board	50.00/Mtg
Mileage Reimbursement	According to IRS Guidelines	

SECTION 2. **RESOLVED**, that all officers, employees, and officials appointed herein above shall serve for a term as set forth in Section 24 of the Town Law; and all officers, officials and employees of the Town of Chenango shall be paid on a bi-weekly basis or as required; and it is further

SECTION 3. **RESOLVED**, that the above officers, employees, and/or officials of the Town of Chenango shall be compensated as herein above provided, after the filing official undertakings and oaths of office as required by Section 25 of the Town Law; and it is further

SECTION 4. **RESOLVED**, that this Resolution shall take effect January 1, 2024.

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 January 2024. Said resolution was adopted by the following roll call vote:

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

Town of Chenango Seal

Dated: January 3, 2024

 Dawn Blair
 Town Clerk of the Town of Chenango

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EMPLOYEES TO ATTEND TRAINING SESSIONS

At a regular meeting of the Town Board of the Town of Chenango, held on the 3rd day of January 2024, the following resolution was offered and seconded:

SECTION 1. WHEREAS, this Board desires to establish a uniform procedure for authorizing employees to attend training sessions in 2024 without prior Town Board approval; now therefore, it is hereby

SECTION 2. RESOLVED, that employees are hereby authorized to travel to and attend training sessions at the town's expense providing that attendance at the training session is recommended by the Department Head and the Supervisor of the Town of Chenango, who certify that the subject of the training session is relevant to the employee's position and will enhance the employees on the job performance and it is the expressed intention of the Board that attendance not exceed current budget line items; and it is further

SECTION 3. RESOLVED, that the Department Head will document the completed course work, reimbursement and any accreditation that applies on behalf of that employee.

SECTION 4. RESOLVED, that this Resolution shall take effect January 1st, 2024.

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 January 2024. Said resolution was adopted by the following roll call vote:

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

Town of Chenango Seal

Dated: January 3, 2024

Dawn Blair
Town Clerk of the Town of Chenango

RESOLUTION NO. _____

RESOLUTION ESTABLISHING WORK RULES FOR 2024

At a regular meeting of the Town Board of the Town of Chenango, held on the 3rd day of January 2024, the following resolution was offered and seconded:

SECTION 1. **WHEREAS** this Board desires to adopt these rules to set forth uniform terms and conditions of employment for employees and elected officials of the Town of Chenango except those covered by Collective Bargaining Agreements; now, therefore, it is hereby

SECTION 2. **RESOLVED**, that the following rules are adopted:

PURPOSE

The purpose of these rules is to ensure equitable treatment of employees and to provide uniformity in the matter of Work Rules and leave insofar as practicable and consistent with the efficient conduct of Town business.

APPLICABILITY

Except as otherwise expressly provided, the rules and fringe benefits provided hereafter shall apply to all eligible Town of Chenango appointed and elected officials and employees.

If any provision of this document is, or shall at any time hereafter, be held contrary to law by a court of competent jurisdiction, then such a provision shall not be applicable, performed, or enforced, except to the extent permitted by law.

If any provision of this document is, or shall at any time thereafter, be contrary to law, all remaining provisions shall continue in effect.

MEDICAL AND DENTAL

Medical and dental benefits will be available to all eligible full-time employees and full-time elected officials who have completed 30 days of employment with the employer. All employees and elected officials hired prior to January 1, 2016, shall pay 15% of the cost of their medical and dental coverage. Employees hired after January 1, 2016, or those requesting coverage they had previously waived shall pay 18% of the cost of their medical and dental coverage.

For eligible employees hired, newly elected after January 1, 2014, or those who had previously waived their right to coverage; should an employee's spouse or family member be

eligible for medical and dental coverage through their own place of employment, the Town will not offer coverage to that spouse or family member. When an employee and spouse have coverage through their respective employers, the eligible dependents shall be covered by the person whose birthday occurs first during the calendar year.

In order to voluntarily waive his/her right to Town paid medical and dental coverage, the employee must (a) document proof of other coverage either by a copy of an insurance identification card or by a written statement from a plan administrator and (b) execute a Waiver of Participation form supplies by the employer.

Should an employee desire coverage in the future, such employee will be required to furnish Evidence of Insurability satisfactory to the Plan Administrator. No coverage will be effective until all required medical information is received and reviewed by the Plan Administrator. Notwithstanding the above, such coverage shall only be available to an employee: (1) during the annual open enrollment period or (2) upon proof of a change in family status as defined in the plan document.

ADDITIONAL BENEFITS

Eligible full-time employees and full-time elected officials, are granted the following benefits:

- A. Coverage under New York Disability Insurance Plan
- B. Employees covered under these rules are entitled to coverage under the Employees Retirement System of the State of New York and are provided with Career Retirement Plan benefits as provided under Section 75E, G, and I of the Retirement and Social Security Law of the State of New York.
- C. Provided with life insurance coverage that provides for the minimum payment of three times the officers, officials, and/or employees annual income, pursuant to Section 60 (b) of the Retirement and Social Security Law of the State of New York.
- D. Medical and Dental coverage shall be offered to all eligible employees and officials of the Town of Chenango and their dependents where such employees retire from employment with the employer and have; with the exception that all part-time elected officials, appointed officials, and employees hired after January 1, 1978 who have no previous full-time service with the Town of Chenango will be entitled to coverage provided herein only if the employee retires under the retirement plan maintained by the employer and has twenty (20) years of service with the Town. The retiree will contribute at the percentage of the premium that they were eligible for at the time of

retirement. All full-time and part-time elected officials and employees who were hired or elected after January 1, 1995, will have individual coverage at the contribution percentage of premium that the employee or official was eligible for at the time of retirement and the retiree will have the privilege of purchasing a family policy which will cost the retiree the difference between the Town providing for the individual coverage cost and the additional family coverage cost. Should the retiree predecease his/her spouse, said spouse may continue to purchase coverage at 100%.

WORKDAY

The standard workday for Town Hall staff shall be seven (7) hours per day with one (1) hour for lunch. The Secretary to the Highway Superintendent will work eight (8) hours per day with one half hour (1/2) for lunch. The standard workday for part-time elected officials shall be six (6) hours per day.

Compensatory time will only be granted under unusual circumstances with prior permission of the Town Supervisor upon recommendation of the Department Head. Employees are generally required to work the normal work schedule as assigned and are expected to spend the hours necessary for the successful completion of their assignments.

EMERGENCY CLOSING

It is the decision of the Town Supervisor to close Town offices (non-essential personnel). In the event that Broome County issues a State of Emergency, Travel Advisory, or Warning, Town offices may still be open, and employees should report to work as usual. If an employee is unable to report to work, the employee must inform their Department Head, and the employee will be required to use personal or vacation time. If the decision to close Town offices is made, the Town Supervisor will notify Department Heads and they will notify their direct reports.

If Broome County issues a Travel Ban, offices will be closed while the ban is in effect. Once the ban is lifted, Town offices will open, and employees should report to work unless otherwise directed by their Department Head. If an employee is unable to report to work, the employee must inform their Department Head and use personal or vacation time.

If the Town closes for any reason and an employee previously submitted a request to take vacation, sick or personal time, no time will be credited back.

SALARIES

Payment is made by direct deposit or check issued to each employee every other Wednesday. When Wednesday is a holiday, payment will be made on the working day immediately before.

SICK LEAVE

Full-time employees shall be allowed one (1) day of sick leave for each month of service. Employees shall start to earn sick leave from the date of hire and shall accumulate sick leave as long as they are employed by the Town of Chenango to a maximum of 165 days. No credit for sick leave shall be allowed unless the employee shall have been on full pay status for at least 50% of the working days of the calendar month. Sick leave with pay may be granted to an employee covered under these rules when incapacitated or unable to perform the duties of their position by reason of sickness or injury. Sick leave may be used in other instances involving the employee's family; however, such determination shall be left to the discretion of the Town Supervisor or designee.

Employees shall, in accordance with Section 41 (J) of the New York State Employees Retirement System, be permitted to apply all of their accumulated unused sick leave credits to their retirement.

Should any period of absence for personal sickness exceed two (2) consecutive working days, including disability related to pregnancy which will be charged against accumulated sick leave credits, the Town Supervisor or designee may require such proof of illness as may be satisfactory or may require the employee to be examined by a physician. In the event of failure to submit proof of illness upon request, or in the event that upon such proof as is submitted or upon the report of medical examination, the Town Supervisor or designee finds there is no satisfactory evidence of illness sufficient to justify the employee's absence from the performance of his/her duties, such absence shall be considered as unauthorized leave and shall be grounds for disciplinary action and/or dismissal.

Any employee who resigns or retires will not be paid for any unused sick time. Similarly, the estate or beneficiary of a deceased employee will not be paid for any unused sick time. Any employee covered under this policy who is discharged for cause shall not be paid for any unused sick time.

If the Town closes for any reason and an employee previously submitted a request to take vacation, sick, or personal time, no time will be credited back.

BEREAVEMENT LEAVE

In the event of the death of an immediate family member, an employee shall receive up to three (3) days of bereavement leave to make household adjustments, arrangements, or to attend funeral services. Immediate family shall include husband, wife, children, stepchildren, mother, father, stepmother, stepfather, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, son-in-law, or daughter-in-law of the employee or any other relative who is an actual member of the employee's household. In the event of an additional death in the immediate family, three (3) additional days shall be allowed.

VACATION

All full-time employees shall be entitled to paid vacation based on the following schedule:

- After one year in the NYS Retirement System – ten (10) workdays
- After ten years in the NYS Retirement System – fifteen (15) workdays
- After fifteen years in the NYS Retirement System – twenty (20) workdays

Employees will receive their vacation entitlement on their anniversary date. Vacation time shall be taken in one half (1/2) day increments. A maximum of two (2) weeks of vacation time may be carried over as of the anniversary date of employment.

Vacation time shall be granted only at such time as the work of the department shall permit. Employees will provide two weeks' notice for more than two days of vacation. Department Heads shall notify the Town Supervisor of their individual vacation requests in advance.

So far as practicable, all earned vacation shall be taken prior to any transfer, but where not able to be taken, the employee shall receive any earned vacation in the department to which transferred.

Money for vacation due an employee who resigns or retires (including vacation earned but not yet received) will be paid to the employee. Similarly, the estate or beneficiary of a deceased employee will be paid for any unused vacation time. Any employee covered under this policy who is discharged for cause shall not be paid for any vacation time.

Vacation time under this policy is not cumulative for any period when the employee is absent without pay.

New full-time employees may, with the approval of the Town Supervisor, be granted up to two weeks' leave of absence without pay if they do not qualify for paid time off.

Exceptions to any provision of this policy may be granted only upon the explicit prior authorization of the Town Supervisor.

If the Town closes for any reason and an employee has previously submitted a request to take vacation, sick, or personal time, no time will be credited back.

PERSONAL TIME

All full-time employees will be allowed a total of five (5) personal days each year. Employees shall not be required to provide a reason for personal leave, but shall give at least 24-hour notice, except in an emergency. These five (5) personal days must be used in the year granted and shall be taken in increments of at least one (1) hour.

Full-time employees hired after January 1, 2012, shall be entitled to personal day benefits as aforementioned except they will receive a total of three (3) personal days.

Any employee who resigns or retires will not be paid for any unused personal time. Similarly, the estate or beneficiary of a deceased employee will not be paid for any unused personal time. Any employee covered under this policy who is discharged for cause shall not be paid for any unused personal time.

If the Town closes for any reason and an employee previously submitted a request to take vacation, sick, or personal time, no time will be credited back.

LEAVE OF ABSENCE WITHOUT PAY

A leave of absence request must be submitted for any absence over three (3) workdays not covered by paid time off. Any unpaid time for three (3) days or less may be approved by the Department Head or Town Supervisor, whichever is appropriate. All leave in excess of thirty (30) days or more must be submitted in writing and approved by the Town Supervisor. No benefits shall accrue during a leave of thirty (30) days or more.

All medical leave, regardless of duration shall be submitted in writing to the Department Head and the Town Supervisor or designee for final approval. Medical documentation must be provided before medical leave will be approved. Leaves for extended illness shall not commence until all paid leave time is exhausted, except for leaves for Worker's Compensation. Military leaves of absence shall be governed by Military Law.

FINANCIAL ASSISTANCE POLICY FOR CONTINUING EDUCATION

The employee must be full-time and have been employed by the Town of Chenango for at least four (4) years.

The employee will agree to continue employment with the Town of Chenango after finishing courses or acquiring a degree, for two (2) consecutive years. If for some reason the employee does not complete two (2) years of employment, dismissal or voluntarily leaving, he/she will be required to reimburse the Town at a rate of:

First six-month period	100%
Second six-month period	75%
Third six-month period	50 %
Fourth six-month period	25%

Total two (2) years

Only job-related courses are acceptable. All courses to be taken will need the approval of the Town Board. The Board has the right to deny any, and all courses.

A minimum grade of "C" is required to continue taking courses under this policy. All grades are to be recorded in the employee's personnel file. It will be the employee's responsibility to furnish the Town with their grades. If the employee fails to do so, the Board has the right to discontinue financial assistance.

The Town agrees to pay for:

- A. Student Tuition
- B. Student Fee
- C. Health Fee
- D. Parking Fee

The Town agrees to issue a check for such items on confirmation of registration for the course. Books and miscellaneous needs will be the employee's responsibility.

The Town suggests that the employee apply for any, and all available funding such as grants and scholarships and should also check with the Financial Aid Counselor at the school the employee will be attending.

Employees agree to reimburse the Town if they do not successfully complete courses. The Town has the right to discontinue this policy at any time.

EMPLOYEES ENGAGING IN OTHER TRANSACTIONS AND DUTIES

Department Heads and other management and supervisory personnel, employed on a full-time basis, must inform the Town Supervisor of the nature and extent of the outside work, so as to avoid any conflicts of interest.

LEAVE FOR SUBPOENAED APPEARANCES AND JURY ATTENDANCE

Upon proof of the necessity of jury service or the appearance as a witness pursuant to a subpoena or other order of a court or body, an employee shall be granted a leave with pay, with no charge against leave credits; provided, however, that this shall not apply to any absence of an employee occasioned by such appearance if he is a party to the proceedings.

ENTITLEMENT OF PART-TIME EMPLOYEES TO BENEFITS

All part-time employees hired prior to January 1, 2012 shall be entitled to the following benefits:

Vacation hours at one-half the number of hours of vacation credited to full-time employees.

A total of 17.5 hours of personal time each year. Employees shall not be required to provide a reason for personal leave, but must give at least 24 hours' notice, except in an emergency situation. These hours are non-cumulative, can only be used in the year granted, and shall be taken according to the part-time employee's normal work schedule in increments not less than ¹/₂ hour.

Sick leave at one-half the number of hours of sick leave credited to full-time employees.

Bereavement as aforementioned in the rules and will be paid for the amount of time they would have ordinarily been scheduled.

Holidays as provided in the rules except they will be paid one-half the number of hours provided to full-time employees. The employee shall not be paid for any number of hours in excess of their normal work schedule.

Part-time employees hired on or after January 1, 2012, shall not be entitled to any of the aforementioned benefits.

ENTITLEMENT OF PART-TIME EMPLOYEES AND PART-TIME ELECTED OFFICIALS TO MEDICAL AND DENTAL INSURANCE BENEFITS

Part-time employees and part-time elected officials requesting medical or dental insurance benefits, who were hired before December 31, 1997, shall pay the cost of insurance at the same rate as full-time employees. Those hired after December 31, 1997, shall pay 50% of the cost of the total amount allocated for medical and dental benefits. Effective January 1, 2017, part-time elected officials will no longer be eligible for any medical or dental insurance benefits.

ADDITIONAL BENEFITS

- A. Coverage under New York Disability Insurance Plan.
- B. Provided with Career Retirement Plan benefits as provided under Section 75E, G. and I of the Retirement and Social Security Law of the State of New York.
- C. Provided with life insurance coverage that provides for a minimum payment of three times the officer's, officials and/or employees' annual income; pursuant to Section 60 (b) of the Retirement and Social Security Law of the State of New York.

Seasonal employees or appointed Board members shall not be entitled to any of the benefits described in Resolution of the Work Rules above.

2024 HOLIDAY SCHEDULE

January 1 st (Monday)	New Year's Day
January 15 th (Monday)	Martin Luther King, Jr. Day
February 19 th (Monday)	Presidents' Day
March 29 th (Friday)	Good Friday
May 27 th (Monday)	Memorial Day
June 19 th (Wednesday)	Juneteenth
July 4 th (Thursday)	Independence Day
September 2 nd (Monday)	Labor Day
October 14 th (Monday)	Columbus Day
November 11 th (Monday)	Veterans Day
November 28 th (Thursday)	Thanksgiving Day
November 29 th (Friday)	Day After Thanksgiving
December 24 th (Tuesday)	Christmas Eve
December 25 th (Wednesday)	Christmas Day

SECTION 3. **RESOLVED**, that this Resolution shall take effect January 1, 2024.

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 January 2024. Said resolution was adopted by the following roll call vote:

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

Town of Chenango Seal

Dated: January 3, 2024

Dawn Blair

Town Clerk of the Town of Chenango

**FIRE PROTECTION AGREEMENT
BETWEEN THE TOWN OF CHENANGO AND
CHENANGO BRIDGE FIRE COMPANY, INC.**

AGREEMENT made and entered into this 1st day of January, 2024, by and between the TOWN OF CHENANGO, a municipal corporation having its principal office at 1529 NY Route 12, Binghamton, New York ("Town") and CHENANGO BRIDGE FIRE COMPANY, INC., a not-for-profit corporation having an office on 17 Kattleville Road, Binghamton, New York ("Fire Company").

WITNESSETH

WHEREAS, there has heretofore been established a fire protection district known as Fire Protection District No. 1 in Chenango (hereinafter called District), embracing territory within the Town, which said territory is more fully described in the Resolution establishing said District and adopted by Chenango's Town Board; and

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

NOW, THEREFORE, it is mutually agreed as follows:

1. The Fire Company hereby specifically agrees that it shall provide and maintain suitable apparatus and appliances for the furnishing of fire protection and housing and maintenance of said equipment to Fire Protection District No. 1 in Chenango.

2. The Fire Company shall, at all times during the period of this agreement, be subject to call for the attendance upon any fire occurring within the District herein

described, and, when notified by alarm or telephone, the Fire Company shall make every reasonable effort to respond to all fires within the District, with maximum qualified available personnel and shall proceed diligently in every reasonably suggested to extinguish the fire and to save life and property in connection therewith. In addition, the Fire Company shall respond to, attend and render assistance at accidents, during floods, natural disasters and calamities and emergency situations when requested by the Town or its designated representative to so attend and assist; and, all other situations where firemen are required by the provision of the Town Law and General Municipal Law to respond and render service and are covered and protected by the benefits and provisions of the Volunteer Fire Fighters' Benefit Law and the Workers Compensation Law of the State of New York.

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

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

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

(a) The Fire Company shall make and file annual reports as required by Section 1402(1) of the Not-For-Profit Corporation Law.

(b) The Fire Company agrees that in the event of merger, consolidation,

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

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

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

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

8. The Fire Company also agrees that it will, on or before March 1st and September 1st of each year, to provide the Chenango Town Board with the names and addresses of all its members, all its administrative officers and all its fire medic officers.

9. The Fire Company shall make every reasonable effort to comply with any and all

applicable recommendations of ISO Commercial Risk Services, Inc., in an effort to obtain the most favorable fire insurance classification and therefore develop the lowest, reasonable fire rates for residents within the area the Fire Company protects.

10. This agreement shall continue for a period of **one (1) year from January 1, 2024 to December 31, 2024.**

11. The Fire Company agrees that it will be paid on or before March 1, 2024, the sum of **\$352,436.00** receipt of which is hereby acknowledged.

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

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

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

15. It is understood and agreed that during the period of the contract, the Town agrees to provide and pay for Workers' Compensation Insurance for the benefit of said Fire Company, its members and others are required by the General Municipal Law, the Worker's

Compensation Law and the Volunteer Fire Fighters' Benefit Law of the State of New York.

16. It is further agreed and understood that members of the Fire Company, while engaged in the performance of their duty in answering, attending upon or returning from any call provided for by this contract, shall have the same rights, privileges and immunities as volunteer firemen as provided for in the General Municipal Law.

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

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

ATTEST:

Town Clerk

[SEAL]

TOWN OF CHENANGO

By: Supervisor

CHENANGO BRIDGE FIRE COMPANY, INC.

By:

**FIRE PROTECTION AGREEMENT
BETWEEN THE TOWN OF CHENANGO AND
CHENANGO FORKS VOLUNTEER FIRE COMPANY, INC.**

AGREEMENT made and entered into this 1st day of January, 2024, by and between the TOWN OF CHENANGO, a municipal corporation having its principal office at 1529 NY Route 12, Binghamton, New York ("Town") and CHENANGO FORKS VOLUNTEER FIRE COMPANY, INC., a not-for-profit corporation located at 2640 NY Route 12, Chenango Forks, New York ("Fire Company").

WITNESSETH

WHEREAS, there has heretofore been established a fire protection district known as Fire Protection District No. 1 in Chenango (hereinafter called District), embracing territory within the Town, which said territory is more fully described in the Resolution establishing said District and adopted by Chenango's Town Board; and

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

NOW, THEREFORE, it is mutually agreed as follows:

1. The Fire Company hereby specifically agrees that it shall provide and maintain suitable apparatus and appliances for the furnishing of fire protection and housing and maintenance of said equipment to Fire Protection District No. 1 in Chenango.

2. The Fire Company shall, at all times during the period of this agreement, be subject to call for the attendance upon any fire occurring within the District herein described,

and, when notified by alarm or telephone, the Fire Company shall make every reasonable effort to respond to all fires within the District, with maximum qualified available personnel and shall proceed diligently in every reasonably suggested to extinguish the fire and to save life and property in connection therewith. In addition, the Fire Company shall respond to, attend and render assistance at accidents, during floods, natural disasters and calamities and emergency situations when requested by the Town or its designated representative to so attend and assist; and, all other situations where firemen are required by the provision of the Town Law and General Municipal Law to respond and render service and are covered and protected by the benefits and provisions of the Volunteer Fire Fighters' Benefit Law and the Workers Compensation Law of the State of New York.

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

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

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

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

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

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

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

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

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

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

10. This Agreement shall continue for a period of **one (1) year from January 1, 2024 to December 31, 2024.**

11. The Fire Company agrees that it will be paid on or before March 1, 2024, the sum of **\$25,489.00** receipt of which is hereby acknowledged.

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

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

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

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

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

16. It is further agreed and understood that members of the Fire Company, while engaged in the performance of their duty in answering, attending upon or returning from any call provided for by this Agreement, shall have the same rights, privileges and immunities as volunteer firemen as provided for in the General Municipal Law.

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

ATTEST:

Town Clerk

[SEAL]

TOWN OF CHENANGO

By: Supervisor

CHENANGO FORKS VOLUNTEER
FIRE COMPANY, INC.

By:

**FIRE PROTECTION AGREEMENT
BETWEEN THE TOWN OF CHENANGO
AND CHENANGO FIRE COMPANY, INC.**

AGREEMENT made and entered into this 1st day of January, 2024, by and between the TOWN OF CHENANGO, a municipal corporation having its principal office at 1529 NY Route 12, Binghamton, New York ("Town") and CHENANGO FIRE COMPANY, INC., a not-for-profit corporation having an office on Castle Creek Road, Binghamton, New York ("Fire Company").

WITNESSETH

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

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

NOW, THEREFORE, it is mutually agreed as follows:

1. The Fire Company hereby specifically agrees that it shall provide and maintain suitable apparatus and appliances for the furnishing of fire protection and housing and maintenance of said equipment to Fire Protection District No. 2 in Chenango.

2. The Fire Company shall, at all times during the period of this agreement, be subject to call for the attendance upon any fire occurring within the District herein

described, and when notified by alarm or telephone, the Fire Company shall make every reasonable effort to respond to all fires within the District, with maximum qualified available personnel and shall proceed diligently in every reasonably suggested to extinguish the fire and to save life and property in connection therewith. In addition, the Fire Company shall respond to, attend and render assistance at accidents, during floods, natural disasters and calamities and emergency situations when requested by the Town or its designated representative to so attend and assist; and, all other situations where firemen are required by the provision of the Town Law and General Municipal Law to respond and render service and are covered and protected by the benefits and provisions of the Volunteer Fire fighters' Benefit Law and the Workers Compensation Law of the State of New York.

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

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

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

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

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

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

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

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

8. The Fire Company also agrees that it will, on or before March 1st and September 1st of each year, to provide the Chenango Town Board with the names and addresses of all its members, all its administrative officers and all its fire medic officers.

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

10. This agreement shall continue for a period of **one (1) year from January 1, 2024 to December 31, 2024.**

11. The Fire Company agrees that it will be paid on or before March 1, 2024, the sum of **\$311,159.00** receipt of which is hereby acknowledged.

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

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

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

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

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

16. It is further agreed and understood that members of the Fire Company, while engaged in the performance of their duty in answering, attending upon or returning from any call provided for by this contract, shall have the same rights, privileges and immunities as volunteer firemen as provided for in the General Municipal Law.

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

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

ATTEST:

Town Clerk

[SEAL]

TOWN OF CHENANGO

By: Supervisor

CHENANGO FIRE COMPANY, INC.

By: