



Town of Chenango Minutes

Town Board

5:00 PM - Wednesday, January 10, 2024

Town Office Building

The Town Board of the Town of Chenango was called to order on Wednesday, January 10, 2024, at 5:00 PM, in the Town Office Building, with the following members present:

Present: Deputy Supervisor Jim DiMascio
Councilperson Gene Hulbert Jr
Councilperson Dave Johnson
Councilperson Kevin Worden
Supervisor Mike Lumsden

Absent:

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

CALL TO ORDER / PLEDGE OF ALLEGIANCE

ROLL CALL

The Clerk took the roll call and all were present.

COMMUNICATIONS

There were no communications.

OPEN FORUM

No one wished to speak.

OLD BUSINESS

There was no old business.

PUBLIC HEARINGS - 6:00PM

Tonight's Public Hearings are a continuation of the hearings held open from January 3 because of an error in notification to the public.

Fire Protection District 1 Contract Chenango Bridge Fire Co.

Decision to enter into contract with the Chenango Bridge Fire Co. for fire protection.

There was no public comment.

[Public Hearing CBFC](#)

Fire Protection District 1 Contract Chenango Forks Volunteer Fire Co.

Decision to enter into contract with the Chenango Forks Volunteer Fire Co. for fire protection.

There was no public comment.

[Public Hearing CFVFC](#)

Fire Protection District 2 Contract Chenango Fire Co.

Decision to enter into contract with the Chenango Fire Co. for fire protection.

There was no public comment.

[Public Hearing CFC](#)

The Public Hearing on all three contracts closed at 6:02 p.m.

NEW BUSINESS

Assessor Interviews Update

Two interviews were conducted by Mr. DiMascio, Mr. Hulbert and Mr. Endress with the original four candidates, now referred to as Candidate One and Candidate Four. The committee agreed on Candidate One as the best choice and made that recommendation to the Board.

Motion made to have John Endress make an offer to Candidate One for the Assessor's Assistant position at a salary of \$42,000 with the option that if the offer is turned down the position will be reopened for applications.

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

Ayes: Deputy Supervisor Jim DiMascio, Councilperson Gene Hulbert Jr, Councilperson Dave Johnson, Councilperson Kevin Worden, and Supervisor Mike Lumsden
Nays: None
Abstained: None
Carried: 5-0

Review of 2024 Work Rules

Councilperson Gene Hulbert stated that there were issues from the 2022-2023 work rules discussions that are outstanding and need to be decided: (1) a section where an effective date was duplicated, (2) medical and dental paragraphs where dates need to be updated, (3) work day section has areas that need to be defined, (4) emergency closing section should be checked for compliance (5) personal time, (6) part-time employee benefits that no longer apply, (7) comp time. These will be discussed at the January 24 meeting.

Discussion on website maintenance responsibility

The website developer was contacted and cannot assist with website maintenance. Mr. Hulbert has been working with the portal and Mr. Endress with important postings. They will assist in helping the Town Clerk's office learn the steps to maintain the site.

DEPARTMENT REPORTS / SUPERVISOR REPORT / ATTORNEY REPORT

Public Works

Greg Burden reported on work performed by the Water and Sewer Department. He asked that a Public Hearing be called for the new water and sewer rates. It should be done in time to allow a 45-day grace period after the new rates are approved and allow the April billing to reflect the new rates. To meet these dates the Public Hearing would need to be held at the February 7 meeting.

Greg Burden also asked for a motion to hire a new employee.

- December 2023 Report
- Recommendation for Laborer Employment Offer

[Dec 2023](#)

[DPW laborer offer 2024](#)

Motion made to make an offer of employment for the DPW position at union rate to Applicant One starting February 7.

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

Ayes:	Deputy Supervisor Jim DiMascio, Councilperson Gene Hulbert Jr, Councilperson Dave Johnson, Councilperson Kevin Worden, and Supervisor Mike Lumsden
Nays:	None
Abstained:	None
Carried:	5-0

Highway January 2024 Report

Derin Kraak reported on work performed by the Highway Department for snow removal and flooding repairs.

[DKWS011024](#)

Attorney VanWhy

Nate VanWhy stated that Mr. Andrew Tucci had circulated a draft to the Board on his scope of work in developing an AV design for the Community Room. His proposal is not subject to bid because it is below the contract threshold. He was given permission at the December 13 meeting to get three quotes. He will send him a letter telling him the Town is interested in his proposal.

Attorney Van Why requested time during the executive session to talk about Teamster contract negotiations.

RESOLUTIONS

A resolution authorizing the Supervisor of the Town of Chenango to sign the fire protection agreements for Fire Protection Districts 1 and 2 for the Year 2024.

[Fire Contract Resolution](#)

Motion made authorizing the Supervisor of the Town of Chenango to sign the fire protection agreements with Chenango Bridge Fire Co., Chenango Forks Volunteer Fire Co., and Chenango Fire Company for Fire Districts 1 and 2.

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

Ayes: Deputy Supervisor Jim DiMascio, Councilperson Gene Hulbert Jr, Councilperson Dave Johnson, Councilperson Kevin Worden, and Supervisor Mike Lumsden

Nays: None

Abstained: None

Carried: 5-0

Resolution Authorizing Employment of Insero & Co.

[Resolution authorizing employment of Insero &Co.](#)

A motion was made authorizing the Supervisor to execute Insero's proposal at the rate set in that proposal at a cost not to exceed \$30,000 for services provided through March 31, 2024

Motion made by Councilperson Gene Hulbert Jr, Seconded by Deputy Supervisor Jim DiMascio

Ayes: Deputy Supervisor Jim DiMascio, Councilperson Gene Hulbert Jr, Councilperson Dave Johnson, Councilperson Kevin Worden, and Supervisor Mike Lumsden

Nays: None

Abstained: None

Carried: 5-0

Resolution Authorizing an MOU with AFSCME Regarding New Hire

[Resolution regarding Klubek retiree health insurance](#)

A motion was made authorizing the Highway Superintendent to make an offer of employment to Todd Klulbedk for the position of Mechanic.

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

Ayes: Deputy Supervisor Jim DiMascio, Councilperson Gene Hulbert Jr, Councilperson Dave Johnson, Councilperson Kevin Worden, and Supervisor Mike Lumsden

Nays: None

Abstained: None

Carried: 5-0

EXECUTIVE SESSION

FUTURE BOARD TOPICS

January 24th - Rezoning topic for the PDD-R Properties

February 7th - Discussion for GPS Town Vehicles

February 21st

- Fund balance report update
- Discussion on policy manual

February 28th

- Update on Ethics Board and Planning Board Members
- Discussion on Diligent Board Manager modual

OPEN FORUM

It was agreed that the Board would go back into Executive Session after the Open Forum.

A resident thanked the Highway Department for their attention to the last snowfall. She also asked if a message board could be installed at the bottom of the Town Hall driveway to have announcements that can be easily seen. Councilperson Hulbert explained it is a difficult undertaking as it is very expensive and against Town sign law.

Elaine Pierce asked how Public Hearings are announced. It was explained that Public Hearings are in the newspaper, displayed on the bulletin board in the lobby, on meeting agendas and on the website.

Mr. Endress asked for clarification on his distribution of second notices to comply. It was agreed his process is correct as long as it is in his budget.

ADJOURNMENT

There being no further items to discuss, motion to adjourn.

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

Carried

Respectfully submitted,

Dawn Blair, Town Clerk
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:

PUBLIC REPORT FOR DECEMBER 2023

WATER DEPT:

Water well drawdowns were done.

Leak detection is being done throughout the Town.

New master mete and valves were installed at NG water station.

1 Curb boxes were fixed.

2 water main break was fixed.

SEWER DEPT:

Lift Stations are being pumped down on a weekly basis.

Two pumps were replaced this month, one was ordered.

New employee started in the Public Works Dept.

Plumbing work was performed in the press room.

PARKS DEPT:

Summer equipment is being serviced.

Winter equipment is ready for snow conditions.

Several branches were trimmed on sidewalks and parks.

There was a total of 15 after hours call out in the month of December.

We need to schedule a public hearing for the Water and Sewer Rate increases.



TOWN OF CHENANGO

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

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

1/5/24

To: Town Board Members

RE: Recommendation to hire

With the recent vacancy in the Public Works Department, we have posted to the Town's website and out-front on the sign board looking for qualified applicants for the laborer's position.

We received a total of 3 Broome County applications over the 2-week period. An interview committee was created, applicants were vetted through Broome County and 3 interviews were scheduled.

Interviews were performed by the committee and after careful review of the applicants, the interview committee chose a well-qualified candidate. The interview committee would like the blessing from the Town Board to offer applicant 1 the DPW laborer's position at a **Union starting rate**, with a start date of 1/29/24 or sooner pending the passing of a preemployment screening and Job notices.

Thank You for your kind consideration in this matter:

Greg Burden

Town of Chenango
Superintendent of Public Works

December 2023 Recap

The Highway Department went out 6 times during the month for snow removal. We had a total of 6.8" of snow which is a departure of a little over 11 inches from normal snow fall. We, however, did have almost 6 inches of rain, which is approximately double the normal amount. This was the 2nd warmest December on record and the 3rd highest in precipitation.

The Highway Department was dispatched on Monday December 18 to respond to flash flooding and a few town roads, such as Prentice Rd and Fallon Dr were temporarily closed due to water overtopping the roadways. The Hill St gate was opened during this timeframe.

Christmas tree removal began after the holiday. Trees need to be placed curbside without any decorations on them.

The crews went cold patching to patch potholes. The highway department patched the water breaks on Shaw Pl and Wallace Rd. We assisted in repairing the water break on Wallace Rd as well.

Crews hauled sand to the lot.

Washouts were repaired on various town roads, including Kelly Rd and Penn View Dr and Water St.

Items to be Discussed.

The resolution regarding the Memorandum of Agreement between the CBA and Town is included tonight. If the board passes this resolution and the signatures are affixed as required it is my intention to have Mr. Klubek begin his duties on Monday January 15, 2024, at the very latest.

Town of Chenango

**A RESOLUTION AUTHORIZING THE SUPERVISOR OF THE
TOWN OF CHENANGO TO SIGN THE FIRE PROTECTION AGREEMENTS
FOR FIRE PROTECTION DISTRICTS 1 AND 2 FOR THE YEAR 2024**

WHEREAS, the Town Board of the Town of Chenango on January 10, 2024, duly held a public hearing to consider new fire protection contracts for the fiscal year commencing January 1, 2024; and

WHEREAS, the Town Board heard all persons desiring to be heard in the matter of said contracts and the matter was fully discussed and considered by the Town Board.

NOW, THEREFORE, the Town Board of the Town of Chenango, duly convened in regular session, does hereby resolve as follows:

Section 1. The Supervisor of the Town of Chenango is hereby authorized and empowered to sign and deliver on behalf of the Town of Chenango the Fire Protection Agreement for Fire Protection District 1 for the year 2024 between the Town of Chenango and Chenango Bridge Fire Company. Said Contract shall be substantially in accordance with the version thereof which is now on file in the office of the Town Clerk of the Town of Chenango, and shall be subject to the approval of the Attorney for the Town of Chenango.

Section 2. The Supervisor of the Town of Chenango is hereby authorized and empowered to sign and deliver on behalf of the Town of Chenango the Fire Protection Agreement for Fire Protection District 1 for the year 2024 between the Town of Chenango Forks Volunteer Fire Company. Said Contract shall be substantially in accordance with the version thereof which is now on file in the office of the Town Clerk of the Town of Chenango, and shall be subject to the approval of the Attorney for the Town of Chenango.

Section 3. The Supervisor of the Town of Chenango is hereby authorized and empowered to sign and deliver on behalf of the Town of Chenango the Fire Protection Agreement for Fire Protection District 2 for the year 2024 between the Town of Chenango and Chenango Fire Company. Said Contract shall be substantially in accordance with the version thereof which is now on file in the office of the Town Clerk of the Town of Chenango, and shall be subject to the approval of the Attorney for the Town of Chenango.

BE IT FURTHER 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 10th 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 10, 2024

Dawn Blair

Town Clerk of the Town of Chenango

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EMPLOYMENT OF INSERO & CO

At a regular meeting of the Town Board of the Town of Chenango, held on the 10th day of January, 2024, the following resolution was offered and seconded:

WHEREAS, the Town of Chenango is in need of certified public accounting services, and the firm of Insero & Co. has submitted a proposal to provide such services at the rates as indicated in such proposal, a copy of which is incorporated herein by reference; and

WHEREAS, the Town Board finds it in the best interest of the Town to hire Insero & Co. on the terms as set forth in such proposal;

NOW THEREFORE, BE IT RESOLVED, by the Town Board of the Town of Chenango that the Town Supervisor is hereby authorized to execute the attached proposal, at the rates set forth therein, for services to be provided through March 31, 2024, at a cost not to exceed \$30,000.

BE IT FURTHER 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 10th 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 10, 2024

Dawn Blair

Town Clerk of the Town of Chenango

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING A MEMORANDUM OF AGREEMENT WITH
AFSCME LOCAL 1912-B REGARDING A NEW HIRE'S ELIGIBILITY FOR RETIREE
HEALTH INSURANCE**

The Town Board of the Town of Chenango, duly convened in Regular Session, January 10, 2024, does RESOLVE as follows:

WHEREAS, the Town of Chenango (the "Town") and AFSCME Local 1912-B, Council 66 (the "Union"), are both signatories to a Collective Bargaining Agreement dated January 1, 2022 – December 31, 2024 (the "CBA"); and

WHEREAS, the Union is recognized as the sole and exclusive bargaining agent for all employees in the Town of Chenango Highway Department excluding Probationary, Part-Time, Temporary and Seasonal Employees and the Town Highway Superintendent and Deputy Highway Superintendent; and

WHEREAS, the parties have had discussions regarding the modification of Article XII, subparagraph (b), concerning retired employee eligibility for health insurance coverage, to allow Todd Klubek, a potential new hire, to become eligible for retiree health insurance pursuant to said provision after 12 total years of service with the Town of Chenango, subject to all other pre-conditions for such eligibility and higher health insurance contributions in retirement; and

WHEREAS, the parties are desirous of making a Memorandum of Agreement regarding such matter;

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Highway Superintendent is authorized to make an offer of employment to Todd Klubek, for the position of Mechanic.
2. The Town shall provide Todd Klubek, if he becomes an employee of the Town of Chenango, the benefit specified in Article XII, subparagraph (b) after 12 total years of service with the Town, provided that Mr. Klubek also meets the other eligibility criteria as specified therein, and provided further that Mr. Klubek shall be required upon retirement to contribute five percent (5%) more towards health insurance premiums than otherwise applicable. For purposes of clarity, if upon retirement other employees contribute twenty percent (20%) towards health insurance premiums, Mr. Klubek will be required upon retirement to contribute twenty-five percent (25%).
3. The Town Supervisor is authorized to execute a Memorandum of Agreement with the Union memorializing this resolution, in the form attached hereto.

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 10th 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 10, 2024

Dawn Blair
Town Clerk of the Town of Chenango

MEMORANDUM OF AGREEMENT

WHEREAS, AFSCME Local 1912-B, Council 66, hereinafter "the Union" and the Town of Chenango, hereinafter "the Town" are signatories to a Collective Bargaining Agreement dated January 1, 2022 - December 31, 2024, hereinafter the "CBA"; and

WHEREAS, the Union is recognized as the sole and exclusive bargaining agent for all employees in the Town of Chenango Highway Department excluding Probationary, Part-Time, Temporary and Seasonal Employees and the Town Highway Superintendent and Deputy Highway Superintendent; and

WHEREAS, the parties have discussed allowing a one-time modification of Article XII, subparagraph (b), concerning retired employee eligibility for health insurance coverage, to allow Todd Klubek, a potential new hire, to become eligible for retiree health insurance pursuant to said provision after 12 total years of service with the Town of Chenango, subject to all other pre-conditions for such eligibility and higher health insurance contributions in retirement; and

WHEREAS, the parties are desirous of making this Memorandum of Agreement;

NOW THEREFORE, THE PARTIES HEREBY AGREE AND COVENANT AS FOLLOWS:

1. The Town shall provide Todd Klubek, if he becomes an employee of the Town of Chenango, the benefit specified in Article XII, subparagraph (b) after twelve (12) total years of service with the Town, provided that Mr. Klubek also meets the other eligibility criteria as specified therein, and provided further that Mr. Klubek shall be required upon retirement to contribute five percent (5%) more towards health insurance premiums than otherwise applicable. For purposes of clarity, if upon retirement other employees contribute twenty percent (20%) towards health insurance premiums, Mr. Klubek will be required upon retirement to contribute twenty-five percent (25%).

2. All other terms of the CBA, including the remaining terms of Article XII, subparagraph (b), shall remain in force and effect, and as may be amended by the parties from time to time.

3. This Memorandum of Agreement shall constitute an amendment to the CBA in accordance with Article XXIV of the CBA

Town of Chenango

Date

AFSCME Local 1912-B

Date



AFSCME Council 66



Date

Todd Klubek

Date