



Town of Chenango
Town Board Agenda
Wednesday, April 5, 2023 - 5:00 PM
Town Office Building

Public Hearings to Start at 6:00pm

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1. CALL TO ORDER / PLEDGE OF ALLEGIANCE	
2. ROLL CALL	
3. COMMUNICATIONS	
4. OPEN FORUM	
Guests shall speak in an orderly fashion and are limited to remarks of five (5) timed minutes or less. The speaker shall deliver their comments or concerns in a civil tone and without the use of profanity, personal attacks, or other disruptive behavior which may result in the offender's removal from the meeting. The speaker shall not be interrupted except in a matter of urgency.	
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• EDU's Model Discussion	
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5.3. Personnel Matter - Ordinance	
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8.4. Town Attorney Report	

8.5. Town Supervisor Report

9. RESOLUTIONS

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9.2. Resolution and Order After Public Hearing 107 - 113
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9.3. Resolution Further Amending the Bond Resolution 114 - 122
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[Resolution for Front Doors](#)
[Updated proposal front door](#)
[Original proposal for front door](#)

10. FUTURE BOARD TOPICS

10.1. [Town Board Projects](#) 129 - 131

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

For the Board's reference, below are 2 emails
from Jeff Smith regarding EDU's.

From: Jeff R. Smith <jrsmith@municipalsolution.com>
Sent: Friday, February 11, 2022 12:38 PM
To: Wyatt, Julie A.; Urda Engineering (alex@urdaengineering.com);
tbottar@bartonandloguidice.com; 'Alexander T. Hess'; Klenovic, Jo Anne
Cc: Keegan J. Coughlin (KCoughlin@cglawoffices.com); 'wjackson@hawkins.com';
dbenjamin2@stny.rr.com; Endress, John
Subject: RE: Special District 12

Julie,

Just to give you some background on the EDU methodology of assigning EDUs to a water or sewer system user:

Towns are authorized to establish the system for setting sewer rates, including all penalties and late charges, by local law. As part of the development of rates the Town Board must establish a billing formula that must be reasonable, nonarbitrary and result in sewer rates that are equitable to all users.

The adopted user charge system must fairly apportion both Operational charges and Capital recovery charges to users. There are many ways to accomplish this and all Boards have the flexibility to devise a system that works in their community.

Generally, the development of rates must take the following items into consideration:

- 1) Rates must be set at a level that covers the full cost of producing, treating, storing and distributing sewer services to customers. This includes debt service, financial reserves, operation, maintenance, and all regulatory compliance costs.
- 2) Rates must be fair and equitable. Fair means the rate is high enough to cover the full cost of the system. Equitable means that each class of customer is paying its fair share of the costs.
- 3) The rate structure should be easy to understand.
- 4) The rate structure should be easy to administer. If the rate structure is complex and difficult to administer, chances are it is going to be difficult for customers to understand and support.

In developing its rate structure I have a hunch the Town Board took all of the above into consideration and after deliberation, the Town Board selected its current rate structure, including the collection of the system's debt service using the equivalent dwelling (EDU) method of assessment, in an effort to develop a rate structure that is fair and equitable to all ratepayers and produces the revenue necessary to operate the system successfully.

An EDU or "Equivalent Dwelling Unit" is defined as one typical single-family residential household located in the Town's Sewer District. A typical residential usage rate is established by reviewing water billing records and a typical annual residential usage is established.

For example a community determines that a typical residential user consumes an average of 115 gallons of water per day or 41,400 gallons per year. This amount is hereby established as the average water consumption used by a typical residential family in the Town to be used in computing all non-residential unit EDU calculations for

water system users. The EDU assessment is the unit of measure by which the user is charged for sewer debt service costs incurred to make necessary capital improvements to the Town's sewer system.

The EDU, "Benefit Basis Method" of assessment to pay annual debt service costs associated with the sewer system is a widely accepted method of collecting debt service across New York State because of the following reasons:

- The cost of debt service needed to finance the project should be equitably shared by all the users in the system. All system users benefit from increased water pressures and flows, decreased water losses by correcting leaks and increased fire protection as a result of the water improvements financed with the debt incurred.
- The EDU method of assessment provides a fair, easily understood method to spread costs across all users of the system
- Using the EDU debt service assessment method, the more water a customer consumes – the more they will pay towards the system's debt incurred to make the improvements.
- The EDU method eliminates the situation where a single-family household pays the same debt as a very large user on the system. "Those who use the system pay according upon the benefit received, with all users paying based upon an average residential consumption threshold".

I hope this is not too much information but I did want to give some background on the EDU assessment methodology and why it is not unusual to allocate debt service costs using this method of assessment.

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From: Wyatt, Julie A. <bookkeeper@townofchenango.com>
Sent: Wednesday, February 9, 2022 2:47 PM
To: Urda Engineering (alex@urdaengineering.com) <alex@urdaengineering.com>; tbottar@bartonandloguidice.com; 'Alexander T. Hess' <ahess@bartonandloguidice.com>; Klenovic, Jo Anne <supervisor@townofchenango.com>
Cc: Keegan J. Coughlin (KCoughlin@cglawoffices.com) <KCoughlin@cglawoffices.com>; 'wjackson@hawkins.com' <wjackson@hawkins.com>; Jeff R. Smith <jrsmith@municipalsolution.com>; dbenjamin2@stny.rr.com; Wyatt, Julie A. <bookkeeper@townofchenango.com>; Endress, John <John.Endress@townofchenango.com>
Subject: FW: Special District 12

Julie Wyatt

From: Jeff R. Smith <jrsmith@municipalsolution.com>
Sent: Friday, May 6, 2022 4:46 PM
To: Wyatt, Julie A.; Maggie C. Augugliaro
Cc: Klenovic, Jo Anne; Keegan J. Coughlin (KCoughlin@cglawoffices.com); MacLeod, Amy; townclerk; Urda Engineering (alex@urdaengineering.com); Burden, Greg; Endress, John; Kaitlyn Stephany
Subject: RE: Chenango Town - Sewer 12 Benefit Assessment
Attachments: Sample EDU Assignments for Various Commerical Units.pdf

Hi Julie,

Briefly, benefit units for wastewater can be assessed based upon relative flow, strength of waste, a comparison of uses or some other means for correlating benefit or a combination of many factors. I am attaching a table that compares design flow between types of uses which could be used as the basis for assigning benefit.

I have used methods that distinguish benefit on a basis of use and assessment for the capital component and flow for operations in other communities.

As the benefit assignments proceed I can see the need for the Town to review assessment records, tax maps and add local knowledge and then correlate that body of information with assessed value to come up with the best fit number for each benefitted property.

The following table is an example of what some relative benefits could look like:

Use	Benefit assigned
Single family home	1
Apartment	0.5
Senior Apartment	0.3 per apartment
Vacant building lot	0.2
Industrial use	Assessed Value of industry divided by Assessment of ave single family home
Commercial use	Assessed Value of commercial property divided by Assessment of ave single family home
Motel/hotel/inn/B&B	0.3 per room

This is a brief introduction to a fairly fluid method of assigning benefits to various system users and there is not "right method" to assign benefits to users – each community has to decide what system is equitable, easily understood and administered and best fits their customer base.

More to come.

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Town of Chenango Justification of Assessing Sewer System Debt Service Charges Using Equivalent Dwelling Unit (EDU) Charges

Pursuant to Section 198 of the Town Law, Towns are authorized to establish the system for setting sewer rates, including all penalties and late charges, by local law (* see excerpts from Town Law below). As part of the development of rates the Town Board must establish a billing formula that must be reasonable, nonarbitrary and result in sewer rates that are equitable to all users.

The adopted user charge system must fairly apportion both Operational charges and Capital recovery charges to users. There are many ways to accomplish this and all Boards have the flexibility to devise a system that works in their community.

Generally, the development of rates must take the following items into consideration:

- 1) Rates must be set at a level that covers the full cost of producing, treating, storing and distributing water to customers. This includes debt service, financial reserves, operation, maintenance, and all regulatory compliance costs.
- 2) Rates must be fair and equitable. Fair means the rate is high enough to cover the full cost of the system. Equitable means that each class of customer is paying its fair share of the costs.
- 3) The rate structure should be easy to understand.
- 4) The rate structure should be easy to administer. If the rate structure is complex and difficult to administer, chances are it is going to be difficult for customers to understand and support.

In developing its rate structure, the Town Board should take all of the above into consideration. One method the Town Board may want to consider to collect the sewer system's annual debt service obligations is through the use the equivalent dwelling (EDU) method of assessment, to develop a rate structure that is fair and equitable to all ratepayers and produces the revenue necessary to meet the system's debt service requirements successfully.

The EDU, "Benefit Basis Method" of assessment to pay annual debt service costs associated with the sewer system is a widely accepted method of collecting debt service across New York State's sewer systems because of the following reasons:

- The cost of debt service needed to finance the project should be equitably shared by all the users in the system. All system users receive benefit from the sewer improvements financed with the debt incurred.
- The EDU method of assessment provides a fair, easily understood method to spread costs across all users of the system

- Using the EDU debt service assessment method, the more sewer services a customer consumes – the more they will pay towards the system’s debt incurred to make the improvements.
- The EDU methodology eliminates the situation where a single-family household pays the same debt as a very large user on the system. “Those who use the system pay according upon the benefit received, with all users paying based upon an average residential consumption threshold”.
- Users that feel a significant portion of their water is used for production or other purposes and their water does not enter the sewer system, the Town Board may want to offer the user the ability to install a sewer meter that will be paid for and maintained at the property owners’ own expense in compliance with the Town’s sewer use ordinance.

While there is no perfect way to establish sewer rates and the decision to raise rates is never an easy one, the Town Board by establishing the capital debt recovery method of assessing the sewer system’s users and, taking all the core items of rate setting into consideration, the EDU method of debt service collection is the most equitable (fair) rate structure that will insure that adequate revenues will be recovered from the sewer system users to meet the fixed annual debt service obligations associated with the vital capital improvements that have been made to the system in an effort to insure continued public health and safety to all Town sewer users.

* Section 198 of NYS Town Law

(i) establish, from time to time, charges, fees or rates for the use of such sewer system, to be designated “sewer rents”. Such rents may be based upon the metered consumption of sewer on premises connected with the sewer system, making proper allowance for commercial use of sewer, the number and kind of plumbing fixtures connected with the sewer system, the number of persons served by the sewer system, or upon any other equitable basis, as the town board may determine. The provisions of this paragraph shall apply only to those sewer districts in which sewer rents have been established and are being imposed on May first, nineteen hundred fifty-one, pursuant to the provisions of this paragraph. The provisions of this paragraph shall not prevent a town from acting pursuant to the provisions of paragraph (l) of this subdivision;

(j) establish, from time to time, charges, fees or rates for services rendered or work performed for the particular or special benefit of any individual parcel or portion of real property within such sewer district;

(k) provide by ordinance, rule or regulation for the time within which rates, charges, fees or sewer rents may be paid, and may provide a penalty not exceeding ten per centum of the amount due when such rates, charges, fees or sewer rents are in arrears for thirty days or longer, and may provide for the payment of such charges, fees, rates or sewer rents in advance. The town clerk shall annually file with the town board statements showing the unpaid rates, charges, fees or sewer rents in such districts. Such statements shall contain a brief description of the property against which such sewer rents were imposed, the names of the

persons or corporations liable to pay for the same and the amount chargeable to each. The supervisor shall transmit such statement to the board of supervisors which shall levy such sums against the property liable and shall state the amount of the tax in a separate column in the annual tax rolls of such town under the name of "sewer charges". Such tax shall be paid to the supervisor of such town. All of the provisions of the existing tax laws of the state of New York covering the enforcement and collection of unpaid town taxes or assessments for special improvements in the several towns of the state of New York not inconsistent herewith shall apply to the collection of such unpaid sewer charges. All fees, charges, rates and sewer rents may be used for the payment of the cost of the management, maintenance, operation and repair of the sewerage system including treatment and disposal works, or for the enlargement or replacement of the same. The term "sewer rents", as used in this paragraph, has reference only to sewer rents established pursuant to paragraph (i) of this subdivision;

Four methods

Wastewater Treatment Debt Repayment Plans

Date: April 5, 2023

Notice

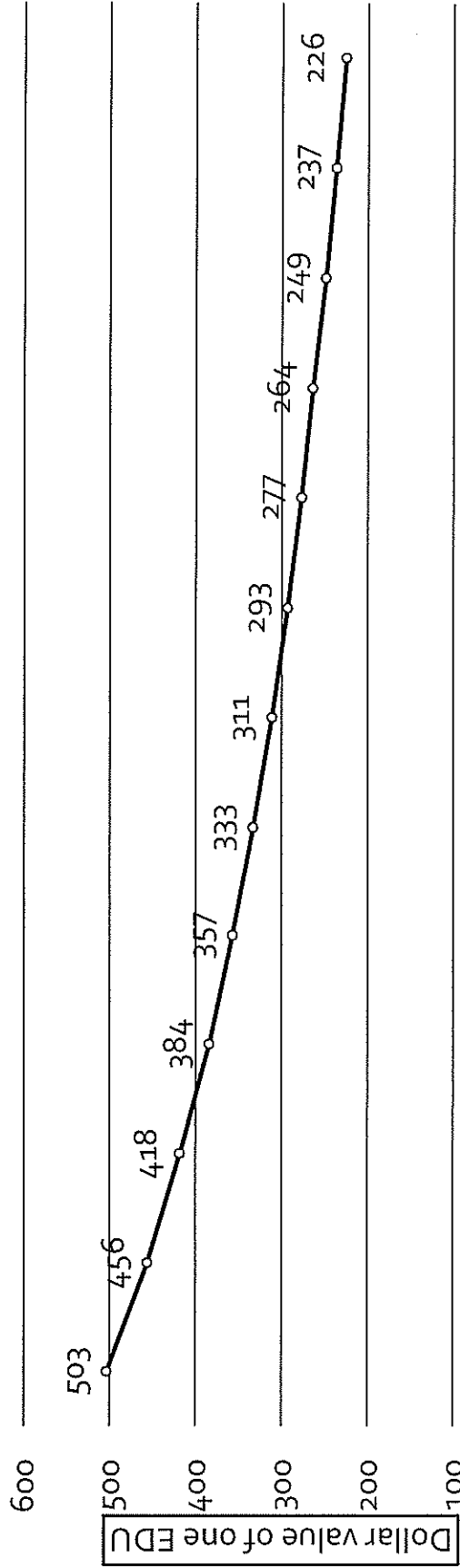
The purpose of our work is to find a method of debt repayment that meets the needs and concerns of our residents while promoting business growth within the town.

The four methods offered today are based on modeling. The method of taxation is the focus of discussion, not the specific numbers presented here.

The first-year tax and all subsequent taxes will change due to interest rates charged, changing water consumption patterns, new construction in the town, the final cost of the plant, grants received, and the advice of the town board.

What is the value of an EDU?

Residential/Vacant EDUs plus a number of Commercial EDUs



Plus 0	Plus 250	Plus 500	Plus 750	Plus 1000	Plus 1250	Plus 1500	Plus 1750	Plus 2000	Plus 2225	Plus 2500	Plus 2750	Plus 3000
Number of Commercial EDUs added to the Residential/Vacant EDUs												

Method 1: Do Nothing

The “Do Nothing” plan means we do not change the current town law, and we use the current primary units to calculate debt payments.

Current town law includes calculations based on street frontage, metered use, counts of washing machines, counts of bays to wash cars, 1/2 unit per hotel/motel room. For details, see town law, Section 56-6 (K)

Method 1: Do Nothing



Residential EDUs	2,518.00
Vacant lot EDUs	218.44
Commercial lot EDUs	1,210.32
Total EDUs	3,946.76
Debt less interest	37,000,000
Value of one EDU	312.49

Method 1: Do Nothing

	Abbr	Current EBU	Debt Repayment	Pct of Total Pct of Total	2022 Total Pct of Total	Pct Increase
119 Bishop Rd	Residence	1.25	390.62	0.0317%	4,753	8.22
524 Castle Creek Rd	Apartments	88.63	27,696.22	2.2456%	18,960	146.08
1274 Upper Front St	Spiedie-n-Rib Pit	8.05	2,515.57	0.2040%	18,359	13.70
1100 Upper Front St	Splash Republic of Shoppes	13	4,062.40	0.3294%	17,500	23.21
1336 Upper Front St	Shoppes	8.12	2,537.44	0.2057%	7,560	33.56
1367 Upper Front St	Laundromat	23.6	7,374.83	0.5980%	11,606	63.54
184 Castle Creek Rd	Religious	4	1,249.97	0.1013%	59	2,118.59

Other notable increases: 2 Farrell Dr (mobile home park), 360% increase and 2.37% of total payments. 1156 Upper Front St (Quality Inn), 20% increase and 1.14% of total payments.

Method 2: Just Average

The Just Average plan is a modified version of the Jeff Smith plan where every gallon of potable water has the same value.

Residential users are billed 1 EDU.

Commercial users EDUs are equal to their annual average quarterly usage divided by the residential annual average quarterly usage.

In 2022, the average residential home used an average of 1,525 cubic feet of water per quarter. A commercial parcel using an average of 3,050 cubic feet of water would be assigned 2 EDU.

Method 2: Just Average

	Current EDU	Average Contribution	
Residential EDUs	2,518.00	2,293.00	
Vacant lot EDUs	218.44	161.00	
Commercial lot EDUs	1,210.32	1,268.70	
Total EDUs	3,946.76	3,722.70	
Debt less interest	37,000,000	37,000,000	
Value of one EDU	312.49	331.30	

Method 2: Just Average

	Use	Average EDU	Debt Repayment	Pct of Total	2022 Total Taxes	Pct Increase
119 Bishop Rd	Residence	1	331.30	0.0269%	4753	6.97
524 Castle Creek Rd	Apartments	1	331.30	0.0269%	18,960	1.75
1274 Upper Front St	Spiedie-n-Rib Pit	7.1	2,352.24	0.1907%	18,359	12.81
1100 Upper Front St	Splash Republic of Shoppes	98.3	32,566.86	2.6406%	17,500	186.10
1336 Upper Front St	Shoppes	3	993.90	0.0806%	7,560	13.15
1367 Upper Front St	Laundromat	27.1	8,978.25	0.7280%	11,606	77.36
184 Castle Creek Rd	Religious	1	331.30	0.0269%	59	561.53

Note: 524 Castle Creek Rd (apartments) is private water, public sewer.
 1261 Upper Front St (Hoffmans), the bill is \$93k, which represents a 400% increase in their property tax.
 1100 Upper Front St (Splash), with 2.64% of total holds significant bargaining leverage.
 "The bill" and "Pct Increase" does not include O&M portion, only the debt repayment.

Method 3: Old New Blend

Residential users are billed 1 EDU. As in previous law, most commercial users are billed at a commercial rate. Businesses that rely on a large volume of water to conduct business are billed at a lower commercial rate.

This model uses a similar construct to current town law, K (1). In the model, I used two commercial rates. One for most businesses and another for business models predicated upon the expectation of inexpensive water.

Method 3: Old New Blend

	Current EDU	Average Consumption	Blended EDU	Blended EDU Current Rates
Residential EDUs	2,518.00	2,293.00	2,293.00	2,293.00
Vacant lot EDUs	218.44	161.00	161.00	161.00
Commercial lot EDUs	1,210.32	1,268.70	805.08	1708.01
Total EDUs	3,946.76	3,722.70	3259.08	4162.01
Debt less interest	37,000,000	37,000,000	37,000,000	37,000,000
Value of one EDU	312.49	331.30	378.43	\$294.44

The values presented in column four are based on a commercial rate per 13,369 CF (100,000 gallons) and another commercial rate per 26,738 CF (200,000 gallons). The second commercial rate is applied to automatic car washes and recreational facilities (ice rink).

The values presented in column five are based on current town law K (1), 3,342/13,369. The reason to show columns four and five is to demonstrate the operational flexibility of method 3.

If the rates were set to equal avg-qtr residential consumption, 1,526 cf/qtr, the value of each EDU would drop to \$175.20.

Method 3: Old New Blend

UIC	Billable EDU	Debt Repayment	Ratio of Total	2022 Taxes	Pct Increase	
119 Bishop Rd	Residence	1	378.43	0.0307%	4753	7.96
524 Castle Creek Rd	Apartments	60.5	22,895.01	1.8564%	18,960	120.75
1274 Upper Front St	Spiedie-n-Rib Pit	4.21	1,594.19	0.1293%	18,359	8.68
1100 Upper Front St	Splash Republic of Shoppes	23.42	8,863.15	0.7186%	17,500	50.65
1336 Upper Front St	Laundromat	24.18	9,151.50	0.7420%	340,000	2.69
1367 Upper Front St	Religious	13.36	5,055.29	0.4099%	11,606	43.56
184 Castle Creek Rd	Religious	1.3	492.36	0.0399%	59	834.51

This display was created using the commercial rate at 100,000 gallons, and the second commercial rate at 200,000 gallons. Total EDUs 3,260.5, value of one EDU \$378.27. Automatic car wash and ice rink in the second commercial rate group. "The bill" and "Pct Increase" does not include O&M portion, only the debt repayment.

Method 4: Owego method

Residential users are assigned one EDU.
Commercial users are assigned EDUs per property class.

This model uses an average of EDUs calculated, where the commercial rate break is set to 13,368 cf (100,000 gallons), and the second commercial rate break is set to 26, 738 cf (200,000).

Method 4: Owego method

	CurrenEDU	Average Consumption	BilledEDU	OwgoEDU
Residential EDUs	2,518.00	2,293.00	2,293.00	2293.00
Vacant lot EDUs	218.44	161.00	161.00	161.00
Commercial lot EDUs	1,210.32	1,268.70	805.08	1031.50
Total EDUs	3,946.76	3,722.70	3259.08	3485.50
Debt less interest	37,000,000	37,000,000	37,000,000	37,000,000
Value of one EDU	312.49	331.30	378.43	353.85

Method 4: Owego method

	Use	CAVCSID EDU	DEBIT PROPERTY	Pct of Total	APPT Total UNITS	Pct Increase
119 Bishop Rd	Residence	1	354.46	0.0287%	4753	7.44
524 Castle Creek Rd	Apartments	88.63	28,711.02	2.327%	18,960	151.43
1274 Upper Front St	Spiedie-n-Rib Pit	5	1,772.29	0.1437%	18,359	9.65
1100 Upper Front St	Splash Republic of	44	15,596.11	1.2645%	17,500	89.12
1336 Upper Front St	Shoppes	5	1,772.29	0.1437%	7,560	23.44
1367 Upper Front St	Laundromat	2	708.91	0.0575%	11,606	6.11
184 Castle Creek Rd	Religious	1	354.46	0.0287%	59	600.77

Northgate, 50 EDU. Most small businesses, 2 or 3 EDU, compared to 1 EDU with blended method. Mobile home parks and apartments on private water contribute 238 EDU with method 4 because it is based on property class, not on public water consumption.

Method 2: details

Residential parcels: 1 EDU. Two family residential, 2 EDU. Three family residential, 3 EDU.

Vacant lots with sewer access: 1 EDU.

Commercial user EDUs are equal to their average annual quarterly usage divided by the residential average annual quarterly usage.

Apartments: an EDU is the average quarterly usage multiplied by the sum of apartment units where one-bedroom apartments are multiplied by 0.5, two-bedroom apartments by 0.75, and three or more bedroom apartments are multiplied by 1.0.

Method 3: details

Residential parcels: 1 EDU. Two family residential, 2 EDU. Three family residential, 3 EDU.

Vacant lots with sewer access: 1 EDU.

Apartments the EDU is the average annual quarterly usage multiplied by the sum of apartment units where one-bedroom apartments are multiplied by 0.5, two-bedroom apartments by 0.75, and three or more bedroom apartments are multiplied by 1.0.

Hotels/Motels, 0.5 EDU per room.

Commercial, commercial rate is one plus the annual usage multiplied by a variable set by the town board.

Preferred commercial rate is one plus the annual usage multiplied by a different variable set by the town board.

Method 4: details

Residential parcels: 1 EDU. Two family residential, 2 EDU. Three family residential, 3 EDU.

Vacant lots with sewer access: 1 EDU.

Apartments the EDU is the average annual quarterly usage multiplied by the sum of apartment units where one-bedroom apartments are multiplied by 0.5, two-bedroom apartments by 0.75, and three or more bedroom apartments are multiplied by 1.0.

The commercial EDUs are an average of EDUs per Property Class, based on water usage for that class.

Town of Chenango
EDU Categories

PROPERTY CLASS	DESCRIPTION	EDU	PARCLES	TOTAL EDU'S
400	Comercial	3	1	3
411	Apartments	1 per unit	9	160
414	Hotel	1+1/2 per rm	1	54
415	Motel	1+1/2 per rm	2	97
416	Mobile Home Parks	1+1 per lot	4	186
421	Resturants	14	3	42
422	Diners, Luncheonettes	4	3	12
423	Snack Bar, Drive Ins, Ice Cream	4	1	4
425	Bar	5	2	10
426	Fast Food Franchises	8	6	48
430	Motor Vehicle Services	4	2	8
431	Auto Dealers,Sales and Service	5	8	40
432	Service and Gas Stations	3	4	12
433	Auto Body, Tire Shop, Other	4	12	48
434	Automatic Car Wash	17	2	34
435	Manual Car Wash	11	1	11
443	Grain, Feed Elevators, Others	7	1	7
447	Trucking Terminals	3	1	3
449	Other Storage, Warehouse Etc	5	3	15
450	Retail Service	3	2	6
451	Regional Shopping Centers	50	1	50
452	Area Neighborhood Shops	8	6	48
453	Large Retail Outlets	10	2	20
454	Large Retail food Stores	7	3	21
457	Small Retail	4	5	20
461	Standard Bank/Single Occ	4	2	8
462	Drive-In Bank Branch	4	1	4
464	Office Building	4	4	16
465	Professional Building	8	4	32
472	Dog Kenneles, Vet Clinic	3	2	6
480	Multi Use or Purpose	3	1	3
482	Down Town Row Type	4	1	4
483	Converted Residence	4	7	28
484	One Story Small Structure	3	17	51
485	One Story Small Structure-Etc	4	4	16
486	Mini Mart	4	5	20
530	Amusement Facilities	3	1	3
542	Ice/Roller Rinks	9	1	9
546	Other Indoor Sports	3	1	3
552	Public Golf Courses	10	1	10
600	Community Services	4	1	4
612	Schools	6	1	6
620	Religious	3	5	15

Town of Chenango
EDU Categories

PROPERTY CLASS	DESCRIPTION	EDU	PARCLES	TOTAL EDU'S
640	Health	3	1	3
642	Health Facility	1	1	1
652	Office Buildings	2	1	2
662	Police, Fire Protection, EMS	3	2	6
682	Recreation Facilities	1	1	1
710	Manufacturing, Processing	6	3	18
831	Telephone	4	1	4
841	Motor Vehicle	6	1	6
853	Sewage Treatment	0	0	0
200-3999	Residential/Vacant lots	1	2454	2454
			2608	3529
			Avg Cost Per EDU	\$387.27

Financed amount :\$41,000,000/30 YR Term =CSSDT \$1,366,666.67 (pay back amount per yr)
 Consolidated Sewer Special Distric Tax per yr X Total # of EDU = EDU Price



PHONE: 212-820-9300
FAX: 212-514-8425

7 WORLD TRADE CENTER
250 GREENWICH STREET
NEW YORK, NY 10007
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March 28, 2023

Town of Chenango, New York
Joint Increase & Improvement of the
Facilities of Consolidated Sewer District Nos. 2, 3, 4, 5, 7, 7A, 8, 8A, 9, 10 and 12
(Our File Designation: 2842/42579)

Keegan J. Coughlin, Esq.
Coughlin & Gerhart, LLP
99 Corporate Drive
Binghamton, New York 13904

Dear Keegan:

With respect to the increase and improvement of facilities of the Town of Chenango Consolidated Sewer District Nos. 2, 3, 4, 5, 7, 7A, 8, 8A, 9, 10 and 12, we have prepared and enclose herewith: (i) the Extract of Minutes showing the holding of the Public hearing on April 5, 2023, (ii) the Resolution and Order After Public Hearing to be considered by the Town Board on April 5, 2023, (iii) the amending Bond Resolution to be considered by the Town Board on April 5, 2023 and (iv) the summary form of the Bond Resolution with the prescribed form of Clerk’s notice affixed in readiness for publication. *As you know, the Resolution and Order After Public Hearing, with the Clerk’s Certificate attached, is to be recorded in the office of the County Clerk within ten (10) days after adoption.*

In addition, the bond resolution is to be published, in summary, in the official Town newspaper together with the statutory form of notice, thereby commencing a 20-day statute of limitations period pursuant to the provisions of Section 80.00 *et seq.* of the Local Finance Law.

Please forward to me certified copies of the completed Extract of Minutes, the Resolution and Order After Public Hearing, the Bond Resolution, a copy of the Resolution and Order After Public Hearing with proof of recording attached, and an original Affidavit of Publication from the newspaper, when available.

Thanking you and with kind regards, I am

Sincerely yours,

William J. Jackson

WJJ/ml
Enclosures

EXTRACT OF MINUTES

Meeting of the Town Board of the

Town of Chenango, in the County of Broome, New York

April 5, 2023

A meeting of the Town Board of the Town of Chenango, in the County of Broome, New York, was held at the Town Hall, 1529 New York Route 12, Binghamton, New York, on April 5, 2023.

There were present: Hon. Jo Anne Klenovic; and

Board Members: Jim DiMascio, Deputy Supervisor
David Johnson, Councilperson
Eugene H. Hulbert, Jr., Councilperson, and
Kevin Worden, Councilperson.

There were absent: None

Also present: Lizanne Tiesi-Korinek, Town Clerk
Keegan J. Coughlin, Esq., Town Attorney

* * *

The Supervisor stated that a public hearing had been called for this meeting at 6:00 o'clock P.M. (Prevailing Time) to consider the increase and improvement of facilities of Consolidated Sewer District Nos. 2, 3, 4, 5, 7, 7A, 8, 8A, 9, 10 and 12, consisting of the (i) construction of improvements to the Northgate Wastewater Treatment Plant, including a new headworks building and the conversion to a membrane biological reactor system, (ii) enhancements to the collection system, including lift stations, (iii) decommissioning and consolidation of the Pennview Wastewater Treatment Plant, including the construction of a new pump station and force main to convey sewage to the

Northgate Wastewater Treatment Plant, and (iv) decommissioning of the Chenango Heights Wastewater Treatment Plant, including the construction of a new pump station and force main to convey sewage to the Northgate Wastewater Treatment Plant, and any ancillary or related work required in connection therewith, and to hear all persons interested in the subject thereof concerning the same and for such other action on the part of the Town Board with relation thereto as may be required by law. The Town Clerk presented affidavits showing that the Notice of said public hearing had been duly published and posted pursuant to the provisions of Article 12 of the Town Law.

The Supervisor stated that the hearing in the said matter was now open and asked if there were any interested persons present who desired to be heard. The following persons appeared in favor of such increase and improvement of facilities of said Districts:

The following persons appeared in opposition to such increase and improvement of facilities:

The Supervisor inquired as to whether there were any other persons present who wished to be heard. No one appeared, whereupon the Supervisor declared the public hearing closed.

CERTIFICATE

I, LIZANNE TIESI-KORINEK, Town Clerk of the Town of Chenango, in the County of Broome, State of New York, HEREBY CERTIFY that the foregoing annexed Extract of Minutes of a meeting of the Town Board of said Town of Chenango duly called and held on April 5, 2023, has been compared by me with the original minutes as officially recorded in my office as Town Clerk, and is a true, complete and correct copy thereof and of the whole of said original minutes.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Town of Chenango this ____ day of April, 2023.

(SEAL)

Lizanne Tiesi-Korinek, Town Clerk
Town of Chenango

At a meeting of the Town Board of the Town of Chenango, in the County of Broome, New York, held at the Town Hall, 1529 New York Route 12, Binghamton, New York, on the 5th day of April, 2023.

PRESENT:

Jo Anne Klenovic	Supervisor
Jim DiMascio	Councilperson
Eugene H. Hulbert, Jr.	Councilperson
David Johnson	Councilperson
Kevin Worden	Councilperson

In the Matter

of the

Joint Increase and Improvement of Facilities of Consolidated Sewer District Nos. 2, 3, 4, 5, 7, 7A, 8, 8A, 9, 10 and 12, in the Town of Chenango, in the County of Broome, New York, pursuant to Section 202-b of the Town Law

Offered by: _____

Seconded by: _____

RESOLUTION AND
ORDER AFTER PUBLIC
HEARING

WHEREAS, the Town Board of the Town of Chenango (herein sometimes called “Town Board” and “Town”, respectively), in the County of Broome, New York, on behalf of Consolidated Sewer District No. H2, wholly located within the Town, had caused Barton & Loguidice, D.P.C, Binghamton, New York, engineers duly licensed by the State of New York to prepare the map, plan, report and estimate of cost dated April 18, 2018 for the increase and improvement of facilities of such consolidated sewer district, consisting of the (i) construction of improvements to the Northgate

Wastewater Treatment Plant, including a new headworks building and the conversion to a membrane biological reactor system, (ii) enhancements to the collection system, including lift stations, and (iii) decommissioning and consolidation of the Pennview Wastewater Treatment Plant, including the construction of a new pump station and force main to convey sewage to the Northgate Wastewater Treatment Plant, and any ancillary or related work required in connection therewith (the “Consolidated Sewer Improvements”), all pursuant to said map, plan and report; and

WHEREAS, the Town Board of the Town on behalf of Sewer District No. 12, wholly located within the Town, had caused Lake Engineering, Binghamton, New York, engineers duly licensed by the State of New York, to prepare the map, plan and report, dated January 24, 2017 and had caused Barton & Loguidice, DPC, Binghamton, New York, engineers duly licensed by the State of New York to prepare an estimate of cost and preliminary engineering report, dated October 2017 and Addendum No. 1, dated July 27, 2018, for the increase and improvement of facilities of the Sewer District No. 12, consisting of the decommissioning of the Chenango Heights Wastewater Treatment Plant, including the construction of a new pump station and force main to convey sewage to the Northgate Wastewater Treatment Plant, and any ancillary or related work required in connection therewith (the “Sewer District No. 12 Sewer Improvements” and together with the “Consolidated Sewer Improvements” the “Sewer Improvements”), all pursuant to said map, plan and report and related documents; and

WHEREAS, the maximum amount proposed to be expended for the construction of the Sewer Improvements was estimated to be \$23,530,000, which was planned to be financed by the issuance of obligations of the Town and such cost to be assessed, levied and collected from the several lots and parcels of land within each of the respective sewer districts referred to above which the Town Board shall deem especially benefited by said facilities, so much upon and from each as shall be in just proportion to the amount of benefit which the improvement shall confer upon the same; and

WHEREAS, following public hearings, on June 20, 2018 and November 6, 2019, respectively, the Town Board authorized the (i) increase and improvement of facilities of the respective sewer districts, (ii) expenditure of \$23,530,000 therefor, and (iii) issuance of serial bonds of the Town in an aggregate amount of not to exceed \$23,530,000 to finance said estimated total cost of the Sewer Improvements outlined above; and

WHEREAS, due to an increase in costs of construction and building materials, the Town Board heretofore determined that the total cost of said Sewer Improvements was \$26,730,000 and caused an addendum to each map, plan and report to be prepared to reflect an increase in the aggregate cost of said Sewer Improvements; and

WHEREAS, on May 12, 2021, the Town Board further determined that it was in the best interest of the Town and the sewer districts to increase the estimated total cost of said Sewer Improvements from \$23,530,000 to \$26,730,000 and to also increase the amount of bonds authorized to finance said Sewer Improvements to \$26,730,000, by separate amending bond resolutions adopted on such date; and

WHEREAS, following the opening of bids for the construction of the Sewer Improvements, the Town Board heretofore determined that, due to an increase in costs of construction and building materials, the total cost of said Sewer Improvements was \$40,000,000; and

WHEREAS, on July 20, 2022, the Town adopted a resolution to consolidate Consolidated Sewer District No. H2 and Sewer District Nos. 8, 10 and 12 and any extensions thereof into a single district to be known as “Consolidated Sewer District Nos. 2, 3, 4, 5, 7, 7A, 8, 8A, 9, 10 and 12” (hereinafter the “Consolidated Sewer District”).

WHEREAS, on July 20, 2022, the Town Board further determined that it was in the best interest of the Town and the Consolidated Sewer District to increase the estimated total cost of the Sewer Improvements by \$13,270,000 and to increase the amount of bonds authorized to finance the Sewer Improvements from \$26,730,000 to \$40,000,000; and

WHEREAS, following the receipt of updated cost estimates for the Sewer Improvements, the Town Board further determined that the total cost of said Sewer Improvements is now \$48,000,000; and

WHEREAS, the Town Board further determined that it is in the best interest of the Town and the Consolidated Sewer District to increase the estimated total cost of the Sewer Improvements by \$8,000,000 and to increase the amount of bonds authorized to finance the Sewer Improvements from \$40,000,000 to \$48,000,000; and

WHEREAS, the Town Board complied in every respect with all applicable federal, State and local laws and regulations regarding environmental matters, including the Town Board, acting as Lead Agency for the Sewer Improvement, had heretofore made appropriate and necessary findings pursuant to the State Environmental Quality Review Act (SEQRA), constituting Article 8 of the Environmental Conservation Law and 6 N.Y.C.R.R., Regulations Part 617.5, and determined that no substantial adverse environmental impact will be caused by the Sewer Improvements, and a Negative Declaration was adopted, and

WHEREAS, the Town Board adopted an Order describing in general terms the proposed increase and improvement of such facilities, specifying the new estimated cost thereof, and stating the Town Board would hold a public hearing to hear all persons interested in said increase and improvement of facilities on April 5, 2023 at 6:00 o'clock P.M. (Prevailing Time);

WHEREAS, a Notice of such public hearing was duly published and posted pursuant to the provisions of Article 12 of the Town Law; and

WHEREAS, such public hearing was duly held by the Town Board on the date hereof at 6:00 o'clock P.M. (Prevailing Time), with considerable discussion on the matter having been had and all persons desiring to be heard having been heard, including those in favor of and those in opposition to said increase and improvement of such facilities.

Now, therefore, be it

DETERMINED, that it is in the public interest to increase and improve the facilities of the Consolidated Sewer District as hereinabove described, at the estimated maximum cost of \$48,000,000; and it is hereby

ORDERED, that the facilities of the Consolidated Sewer District shall be so increased and improved and that the engineer shall prepare plans and specifications and make a careful estimate of the expense of said increase and improvement of such facilities and, with the assistance of the Town Attorney, shall prepare a proposed contract for such increase and improvement of facilities of the Consolidated Sewer District, which plans and specifications, estimate and proposed contract shall be presented to the Town Board as soon as possible; and it is hereby

FURTHER ORDERED, that the expense of said joint increase and improvement of facilities shall be financed by the issuance of not to exceed \$48,000,000 obligations of the Town; the debt service on such obligations shall be annually apportioned within the Consolidated Sewer District by the Town Board and the amounts so apportioned, shall be assessed, levied and collected from the several lots and parcels of land within the Consolidated Sewer District which the Town Board shall deem especially benefited by said facilities, so much upon and from each as shall be in just proportion

to the amount of benefit which the improvement shall confer upon the same to pay the principal of and interest on said obligations as the same shall become due and payable, and

FURTHER ORDERED, that the Town Clerk record, or cause to be recorded, a certified copy of this Resolution and Order After Public Hearing in the office of the Clerk of Broome County within ten (10) days after adoption thereof.

DATED: April 5, 2023

(SEAL)

TOWN BOARD OF THE TOWN OF CHENANGO

The adoption of the foregoing Resolution and Order was duly put to a vote, which resulted as follows:

AYES:

NOES:

The Resolution and Order was declared adopted.

* * * * *

CERTIFICATE

I, LIZANNE TIESI-KORINEK, Town Clerk of the Town of Chenango, in the County of Broome, State of New York, HEREBY CERTIFY that the foregoing annexed resolution of the Town Board of said Town adopted at a meeting duly called and held on April 5, 2023, has been compared by me with the original resolution as officially recorded in my office in the Minute Book of said Town Board and is a true, complete and correct copy thereof and of the whole of said resolution.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal
of said Town of Chenango this ___ day of April, 2023.

(SEAL)

Lizanne Tiesi-Korinek, Town Clerk
Town of Chenango

RESOLUTION OF THE TOWN OF CHENANGO, NEW YORK,
ADOPTED APRIL 5, 2023, FURTHER AMENDING THE BOND
RESOLUTION ADOPTED ON JULY 20, 2022, WHICH
HERETOFORE AMENDED AND CONSOLIDATED THE BOND
RESOLUTIONS ADOPTED ON NOVEMBER 6, 2019 AND JUNE 20,
2018, EACH AMENDED ON MAY 12, 2021, RELATING TO THE
JOINT INCREASE AND IMPROVEMENT OF FACILITIES OF THE
TOWN'S SEWER DISTRICTS

Recital

WHEREAS, the Town Board of the Town of Chenango (herein sometimes called “Town Board” and “Town”, respectively), in the County of Broome, New York, on behalf of Consolidated Sewer District No. H2, wholly located within the Town, had caused Barton & Loguidice, D.P.C, Binghamton, New York, engineers duly licensed by the State of New York to prepare the map, plan, report and estimate of cost dated April 18, 2018 for the increase and improvement of facilities of such consolidated sewer district, consisting of the (i) construction of improvements to the Northgate Wastewater Treatment Plant, including a new headworks building and the conversion to a membrane biological reactor system, (ii) enhancements to the collection system, including lift stations, and (iii) decommissioning and consolidation of the Pennview Wastewater Treatment Plant, including the construction of a new pump station and force main to convey sewage to the Northgate Wastewater Treatment Plant, and any ancillary or related work required in connection therewith (the “Consolidated Sewer Improvements”), all pursuant to said map, plan and report; and

WHEREAS, the Town Board of the Town on behalf of Sewer District No. 12, wholly located within the Town, had caused Lake Engineering, Binghamton, New York, engineers duly licensed by the State of New York, to prepare the map, plan and report, dated January 24, 2017 and had caused Barton & Loguidice, DPC, Binghamton, New York, engineers duly licensed by the State of New York to prepare an estimate of cost and preliminary engineering report, dated October 2017 and Addendum No. 1, dated July 27, 2018, for the increase and improvement of facilities of the Sewer

District No. 12, consisting of the decommissioning of the Chenango Heights Wastewater Treatment Plant, including the construction of a new pump station and force main to convey sewage to the Northgate Wastewater Treatment Plant, and any ancillary or related work required in connection therewith (the “Sewer District No. 12 Sewer Improvements” and together with the “Consolidated Sewer Improvements” the “Sewer Improvements”), all pursuant to said map, plan and report and related documents; and

WHEREAS, the maximum amount proposed to be expended for the construction of the Sewer Improvements was estimated to be \$23,530,000, which was planned to be financed by the issuance of obligations of the Town and such cost to be assessed, levied and collected from the several lots and parcels of land within each of the respective sewer districts referred to above which the Town Board shall deem especially benefited by said facilities, so much upon and from each as shall be in just proportion to the amount of benefit which the improvement shall confer upon the same; and

WHEREAS, following public hearings, on June 20, 2018 and November 6, 2019, respectively, the Town Board authorized the (i) increase and improvement of facilities of the respective sewer districts, (ii) expenditure of \$23,530,000 therefor, and (iii) issuance of serial bonds of the Town in an aggregate amount of not to exceed \$23,530,000 to finance said estimated total cost of the Sewer Improvements outlined above; and

WHEREAS, due to an increase in costs of construction and building materials, the Town Board heretofore determined that the total cost of said Sewer Improvements was \$26,730,000 and caused an addendum to each map, plan and report to be prepared to reflect an increase in the aggregate cost of said Sewer Improvements; and

WHEREAS, on May 12, 2021, the Town Board further determined that it was in the best interest of the Town and the sewer districts to increase the estimated total cost of said Sewer

Improvements from \$23,530,000 to \$26,730,000 and to also increase the amount of bonds authorized to finance said Sewer Improvements to \$26,730,000, by separate amending bond resolutions adopted on such date; and

WHEREAS, following the opening of bids for the construction of the Sewer Improvements, the Town Board heretofore determined that, due to an increase in costs of construction and building materials, the total cost of said Sewer Improvements was \$40,000,000; and

WHEREAS, on July 20, 2022, the Town adopted a resolution to consolidate Consolidated Sewer District No. H2 and Sewer District Nos. 8, 10 and 12 and any extensions thereof into a single district to be known as “Consolidated Sewer District Nos. 2, 3, 4, 5, 7, 7A, 8, 8A, 9, 10 and 12” (hereinafter the “Consolidated Sewer District”); and

WHEREAS, following the consolidation of the existing sewer districts in the Town and any extensions thereof into the Consolidated Sewer District, the Town Board adopted an amending bond resolution on July 20, 2022 to amend and consolidate the bond resolutions adopted on June 20, 2018 and November 6, 2019, respectively, each of which were amended on May 12, 2021, into a single amended bond resolution that increased the estimated total cost of the Sewer Improvements to \$40,000,000 and authorized bonds in the principal amount of not to exceed \$40,000,000 for the Sewer Improvements; and

WHEREAS, following the receipt of updated cost estimates for the Sewer Improvements, the Town Board further determined that the total cost of said Sewer Improvements is now \$48,000,000; and

WHEREAS, the Town Board further determined that it is in the best interest of the Town and the Consolidated Sewer District to increase the estimated total cost of the Sewer

Improvements by \$8,000,000 and to increase the amount of bonds authorized to finance the Sewer Improvements from \$40,000,000 to \$48,000,000; and

WHEREAS, the Town Board complied in every respect with all applicable federal, State and local laws and regulations regarding environmental matters, including the Town Board, acting as Lead Agency for the Sewer Improvements, had heretofore made appropriate and necessary findings pursuant to the State Environmental Quality Review Act (SEQRA), constituting Article 8 of the Environmental Conservation Law and 6 N.Y.C.R.R., Regulations Part 617.5, and determined that no substantial adverse environmental impact will be caused by the Sewer Improvements, and a Negative Declaration was adopted; and

WHEREAS, after a public hearing duly called and held on the date hereof, the Town Board of the Town determined that it is in the public interest to increase and improve the facilities of the Consolidated Sewer District at the estimated maximum cost of \$48,000,000, and ordered that such facilities be so increased and improved.

Now, therefore, be it

RESOLVED BY THE TOWN BOARD OF THE TOWN OF CHENANGO, IN THE COUNTY OF BROOME, NEW YORK (by the favorable vote of not less than two-thirds of all the members of said Board) AS FOLLOWS:

Section (A) The Bond Resolution of said Town duly adopted by the Town Board July 20, 2022, entitled:

“BOND RESOLUTION OF THE TOWN OF CHENANGO, NEW YORK, ADOPTED JULY 20, 2022 AMENDING AND COSOLIDATING THE BOND RESOLUTIONS ADOPTED ON JUNE 20, 2018, NOVEMBER 6, 2019, EACH PREVIOUSLY AMENDED ON

MAY 12, 2021, APPROPRIATING \$40,000,000 FOR THE INCREASE AND IMPROVEMENT OF FACILITIES OF CONSOLIDATED SEWER DISTRICT NOS. 2, 3, 4, 5, 7, 7A, 8, 8A, 9, 10 AND 12 AND AUTHORIZING THE ISSUANCE OF BONDS OF SAID TOWN IN THE PRINCIPAL AMOUNT OF \$40,000,000 TO FINANCE SAID APPROPRIATION,”

is hereby amended to read as follows:

BOND RESOLUTION OF THE TOWN OF CHENANGO, NEW YORK, ADOPTED APRIL 5, 2023 AMENDING THE BOND RESOLUTION ADOPTED ON JULY 20, 2022, WHICH AMENDED AND CONSOLIDATED THE BOND RESOLUTIONS ADOPTED ON JUNE 20, 2018, NOVEMBER 6, 2019, EACH AMENDED ON MAY 12, 2021, APPROPRIATING \$48,000,000 FOR THE INCREASE AND IMPROVEMENT OF FACILITIES OF CONSOLIDATED SEWER DISTRICT NOS. 2, 3, 4, 5, 7, 7A, 8, 8A, 9, 10 AND 12 AND AUTHORIZING THE ISSUANCE OF BONDS OF SAID TOWN IN THE PRINCIPAL AMOUNT OF \$48,000,000 TO FINANCE SAID APPROPRIATION

Offered by: _____

Seconded By: _____

RESOLVED BY THE TOWN BOARD OF THE TOWN OF CHENANGO, IN THE COUNTY OF BROOME, NEW YORK (by the favorable vote of not less than two-thirds of all the members of said Board) AS FOLLOWS:

Section 1. The Town hereby appropriates the amount of \$48,000,000 for the increase and improvement of facilities of the Consolidated Sewer District Nos. 2, 3, 4, 5, 7, 7A, 8, 8A, 9, 10 and 12, consisting of the (i) construction of improvements to the Northgate Wastewater Treatment Plant, including a new headworks building and the conversion to a membrane biological reactor system, (ii) enhancements to the collection system, including lift stations, (iii) decommissioning and consolidation of the Pennview Wastewater Treatment Plant, including the construction of a new pump station and force main to convey sewage to the Northgate Wastewater Treatment Plant and (iv) decommissioning of the Chenango Heights Wastewater Treatment Plant, including the construction of a new pump station and force main to convey sewage to the Northgate Wastewater Treatment Plant, all as further

described in the respective map, plan, report and estimate of cost prepared for the Town and referred to in the Recitals hereof, and any ancillary or related work required in connection therewith (collectively, herein called the “Sewer Improvements”). The estimated maximum cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is \$48,000,000. The plan of financing includes the issuance of \$48,000,000 bonds of the Town to finance said appropriation; the debt service on such obligations shall be annually apportioned among the Districts by the Town Board and the amounts so apportioned, shall be assessed, levied and collected from the several lots and parcels of land within each of the Districts which the Town Board shall deem especially benefited by said facilities, so much upon and from each as shall be in just proportion to the amount of benefit which the improvement shall confer upon the same to pay the principal of and interest on said obligations as the same shall become due and payable.

Section 2. Bonds of the Town are hereby authorized to be issued in the principal amount of \$48,000,000 pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called the “Law”), to finance said appropriation.

Section 3. The following additional matters are hereby determined and stated:

(a) The period of probable usefulness of the object or purpose for which said bonds are authorized to be issued, within the limitations of Section 11.00 a. 4 of the Law, is forty (40) years.

(b) The proceeds of the bonds herein authorized and any bond anticipation notes issued in anticipation of said bonds may be applied to reimburse the Town for expenditures made after the effective date of this resolution. The foregoing statement of intent with respect to reimbursement is made in conformity with Treasury Regulation Section 1.150-2 of the United States Treasury Department.

(c) The proposed maturity of the serial bonds authorized by this resolution will exceed five (5) years.

Section 4. Each of the bonds authorized by this resolution and any bond anticipation notes issued in anticipation of said bonds shall contain the recital of validity prescribed by Section 52.00 of the Law and said bonds and any notes issued in anticipation said bonds shall be general obligations of the Town, payable as to both principal and interest by a general tax upon all the taxable real property within the Town. The faith and credit of the Town are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and any notes issued in anticipation of the sale of said bonds, and provision shall be made annually in the budget of the Town by appropriation for (a) the amortization and redemption of the bonds and any notes issued in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 5. Subject to the provisions of this resolution and of the Law and pursuant to the provisions of Section 21.00 of the Law relative to the authorization of the issuance of bonds with substantially level or declining annual debt service, Section 30.00 relative to the authorization of the issuance of bond anticipation notes and Section 50.00 and Sections 56.00 to 60.00 and 168.00 of the Law, the powers and duties of the Town Board relative to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized, and the renewals of said bond anticipation notes, and as to executing contracts for credit enhancements and providing for substantially level or declining annual debt service, are hereby delegated to the Supervisor, the chief fiscal officer of the Town.

Section 6. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of said bonds, may be contested only if:

- (a) such obligations are authorized for an object or purpose for which the Town is not authorized to expend money, or

- (b) the provisions of law which should be complied with at the date of the publication of such resolution, or a summary thereof, are not substantially complied with, and

an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

- (c) such obligations are authorized in violation of the provisions of the constitution.

Section 7. This resolution shall take effect immediately and the Town Clerk is hereby authorized and directed to publish the foregoing bond resolution, in summary, in the "*Press & Sun Bulletin*," a newspaper having a general circulation in said Town, which newspaper is hereby designated as the official newspaper of the Town for such publication, together with the Town Clerk's statutory notice in the form prescribed by Section 81.00 of the Local Finance Law of the State of New York.

Section (B) The amendment of the bond resolution set forth in Section A of this resolution, shall in no way affect the validity of the liabilities incurred, obligations issued, or action taken pursuant to said bond resolution, and all such liabilities incurred, obligations issued, or action taken shall be deemed to have been incurred, issued or taken pursuant to said bond resolution, as so amended.

The adoption of the foregoing Amending Bond Resolution was duly put to a vote, which resulted as follows:

AYES:

NOES:

The Resolution was declared adopted.

CERTIFICATE

I, LIZANNE TIESI-KORINEK, Town Clerk of the Town of Chenango, in the County of Broome, State of New York, HEREBY CERTIFY that the foregoing annexed resolution of the Town Board of said Town adopted at a meeting duly called and held on April 5, 2023, has been compared by me with the original resolution as officially recorded in my office in the Minute Book of said Town Board and is a true, complete and correct copy thereof and of the whole of said resolution.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Town this ____ day of April, 2023.

(SEAL)

Lizanne Tiesi-Korinek, Town Clerk
Town of Chenango

(NOTICE AND SUMMARY OF BOND RESOLUTION FOR PUBLICATION)

NOTICE

The bond resolution, a summary of which is published herewith, was adopted on April 5, 2023 amending the bond resolution adopted on July 20, 2022, which amended and consolidated the bond resolutions adopted on June 20, 2018 and November 6, 2019, each of which was previously amended on May 12, 2021. The validity of the obligations authorized by such resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which the Town of Chenango, in the County of Broome, New York is not authorized to expend money or if the provisions of law which should have been complied with as of the date of publication of this notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the publication of this notice, or such obligations were authorized in violation of the provisions of the constitution.

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF CHENANGO

Lizanne Tiesi-Korinek
Town Clerk

BOND RESOLUTION OF THE TOWN OF CHENANGO, NEW YORK, ADOPTED APRIL 5, 2023 AMENDING THE BOND RESOLUTION ADOPTED ON JULY 20, 2022, WHICH AMENDED AND CONSOLIDATED THE BOND RESOLUTIONS ADOPTED ON JUNE 20, 2018, NOVEMBER 6, 2019, EACH AMENDED ON MAY 12, 2021, APPROPRIATING \$48,000,000 FOR THE INCREASE AND IMPROVEMENT OF FACILITIES OF CONSOLIDATED SEWER DISTRICT NOS. 2, 3, 4, 5, 7, 7A, 8, 8A, 9, 10 AND 12 AND AUTHORIZING THE ISSUANCE OF BONDS OF SAID TOWN IN THE PRINCIPAL AMOUNT OF \$48,000,000 TO FINANCE SAID APPROPRIATION

The object or purpose for which the bonds are authorized is the joint increase and improvement of facilities of Consolidated Sewer District Nos. 2, 3, 4, 5, 7, 7A, 8, 8A, 9, 10 and 12, at the estimated total cost of \$48,000,000, consisting of the (i) construction of improvements to the Northgate Wastewater Treatment Plant, including a new headworks building and the conversion to a membrane biological reactor system, (ii) enhancements to the collection system, including lift stations, (iii) decommissioning and consolidation of the Pennview Wastewater Treatment Plant, including the construction of a new pump station and force main to convey sewage to the Northgate Wastewater Treatment Plant and (iv) decommissioning of the Chenango Heights Wastewater Treatment Plant, including the construction of a new pump station and force main to convey sewage to the Northgate Wastewater Treatment Plant, and any ancillary or related work required in connection therewith.

The maximum amount of obligations authorized to be issued is \$48,000,000.

The period of probable usefulness is forty (40) years.

A complete copy of the Bond Resolution summarized above shall be available for public inspection during normal business hours at the office of the Town Clerk, Town Hall, 1529 New York Route 12, Binghamton, New York.

Assessor's Progress report as of March 29, 2023
Prepared for the work session of April 5, 2023

The past month has been relatively quiet in the Assessor's Office. The parcel merge/split information from Broome County Real Property has not arrived yet. The NYS DTF STAR reports have not arrived yet.

The equalization rate is now 50.8%. This represents a 4.7% decrease from last year and is a direct result on inflationary pressures in the residential home market. As noted last month, the selling price of residential homes in Broome County has increased in the last twenty-four months and we are now seeing the results of that in our equalization rate.

A lower equalization rate by itself does not mean the town's tax rolls are bad. An equalization rate is merely the math that reconciles the assessed values with the selling price of residential property. My concern is with the continuing high numbers in the Coefficient of Dispersion (CoD). In selective data used by NYS, the CoD is 23.5, 3.5 above the recommended level by NYS. My own calculation, based on twenty-four months of Town of Chenango sales was 35.9, which is far higher than the recommended number. What that means is that the town tax roll is less accurate than it could be.

Inaccuracies may lead to vulnerabilities to grievance or a lack of confidence in taxation. I am not aware of a problem at Grievance Day because the market for residential housing has been excellent since I was hired. But, I believe that the errors in the tax roll, represented by high CoD since 2012-2014 will ultimately lead to successful challenges to the tax roll.

A remedy to the high error rates would be to perform more frequent revaluations and increased building permit requirements. I recognize that such changes are challenging, but I ask the boards guidance as to what you all need to move forward with a revaluation for the Town of Chenango. Since this is an involved discussion, please create an agenda item for the discussion.

We have had funds for an additional B.A.R. member for two years, but so far, we have not taken the additional steps needed to actually add a member. I now seek the Board's advice to move forward.

John Endress, Assessor

PUBLIC REPORT FOR MARCH 2023

WATER DEPT:

Water well drawdowns were done.

Meters were read.

Meter heads that did not read are being changed out if need be.

Leak detection is being done throughout the Town. 1 water main repair was done.

2 Curb boxes were fixed

Water payments received: \$17,459.40

SEWER DEPT:

Repairs continue at the plant's, what cannot be fixed in house has or will be contracted out.

Lift Stations are being pumped down on a weekly basis.

Outside Contractors have begun working, they are acting as the operators but not doing the maintenance of a Town Employee.

Sewer payments received: \$23,365.62

PARKS DEPT:

Odd jobs are being done in the Parks when weather cooperates.

Parks Employees have been utilized in other depts to help offset the work load.

Maintenance continues on mowing equipment.

Snow removal was performed on the sidewalks 1 times in March

There was a total of 24 after hours call out in the month of March for the Public Works Dept.

Offers for new hires was sent out by HR. The applicant for Senior Clerk accepted, a start date of 4/3/2023 pending the passing of drug test. The Laborers position applicant 2 accepted the position with a start date of 4/3/2023, pending the passing of a drug test. Applicant 1 has not responded to the offer as of 3/30/23. Both phone and email messages were left.



TOWN OF CHENANGO

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

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

3/30/23

After the recent interviews for the Laborers position, the interview committee interview 3 applicants, we selected 2 for the DPW Laborers position. The Board passed a motion to Allow HR to contact the applicants selected and offer them the position. Currently only one applicant we selected (applicant 2) has accepted the position. We have not heard back from applicant 1. We have given him a deadline to respond by 4/3/23. If there is no response, I am asking the Board to allow me to post again on the sign board for a Laborers Position.

Thank You
Greg Burden
Superintendent of Public Works

Attn Town Board

Re: Front Doors

The board approved the replacement of the front doors at the Town Hall complex. I put 2 quotes in front of you and approval was made. I was contracted by awarded contractor that their quotes total was incorrect and they needed to send me a new updated quote with the proper dollar amount. I have attached the 3 quotes:

1. Old approved quote
2. New updated quote
3. Second contractor quote

I will need approvals done for the new amount, and a new resolution to match the updated pricing.

Thank you

Greg Burden



Kelley Bros, LLC
 Box 177
 Colvin Station
 Syracuse, NY 13205
 Phone: 877-247-5992

CUSTOMER PROPOSAL

Project Number: 6-2348251-0
 Proposal Date: 2/1/2023
 Re-Print Date: 2/3/2023
JOB NAME: Town Hall - Front Door Replacement

Jake Kopylczak, Sales Rep
 Acct#: C20223

Sold To: Town Of Chenango
Kathy Rudy
Accounts Payable
1529 NY Highway 12
Binghamton, NY 13901
Tel: 607-648-4809 x3
Fax: 607-648-8511

Attn:

Ship To: Town Of Chenango
Greg Burden
1529 NY Highway 12

Binghamton, NY 13901
Tel: 607-648-4809 x7
Cell:

<u>Qty</u>	<u>Mfr Part# / Description</u>	<u>Unit Price</u>	<u>Extended</u>
------------	--------------------------------	-------------------	-----------------

Jefferson County Contract #2019B-5

6'0" X 7'0" Pair of Aluminum Doors. 1" Insulated Glass with Wide Stile and Rail. Doors prepped and provided with full mortise continuous hinge and door sweeps.	\$3,587.95	← Price of doors
---	------------	------------------

Note: Remove power door operator on RHR leaf.
Reuse existing pull trims.

1	351-UO x TB x EN ~ Closer - Universal Arm Pack~	\$415.80	\$415.80
2	QEL-9547DT x 550DT x 338 x 385A x 3'-4' x 80"h x US10B/313 ~ Exit Device - CVR~	\$2,338.80	\$4,677.60
1	K-DL 38B, Keedex 18" x 3/8" Door Loop, Duranodic (DKB)	\$23.44	\$23.44
	Labor to remove existing doors and replace with new aluminum doors, locking hardware, hinges, door closers, and door sweeps.		\$2,200.00

Customer PO#: _____
 Customer Acceptance: [Signature]
 Printed Name: Greg Burden

Date: 2/23/23

SubTotal:	\$ 7,316.84
Freight:	0
Tax:	\$ 0.00
Project Total:	\$ 7,316.84

NET 30 subject to credit approval Prices quoted valid For 30 days Orders may be subject to \$25.00 minimum.
 Freight is PrePay and Add unless otherwise specified in writing.
 Credit Card orders will be charged PRIOR to delivery and receipt will be provided upon request. Credit cards used 30 days after sale date subject to a 3% fee.
 Returns must be requested through issuing office and are subject to restocking fees.
 Due to recent US Supreme Court ruling, we may have to charge sales tax if required by law unless the project is specifically tax exempt.



Northeastern Plate Glass Corp

3 Alice Street

Binghamton, NY 13904

Bus: 607-772-1810 Fax: 607-772-1855

www.northeasternplateglass.com

License: 160901885

Date	Sales	Customer	Quotation
08/30/22	FredH	1207	7944

Town of Chenago
 1529 NY State Rt 12
 Binghamton, NY 13901

Bus: (607) 760-6240

Main Entrance Doors

Job Contact:
 Greg Burden
 Cell: (607) 760-6240

Delivery	Sales	Terms	Scope of Work	Tax / Authority	Customer PO
-----	FredH	Net 30 Days	Furnish & Install	.00% NoTax	-----

QTY	ITEM DESCRIPTION	UNIT PRICE	AMOUNT
1	Furnish and Install: 1- 6070 Pair of Bronze Anodized 350 Medium Stile Aluminum Doors with Paneline Exit Devices. 1 Door Leaf to have an Electric Retraction Exit Device, the other door to be standard only Exit Device. Includes: Prevailing Wages EPT-10 Power Transfer on Active Leaf EI Power Supply on Active Leaf 1/4" Tempered Glass Standard Kawneer Cylinder Removal of existing doors Standard Threshold Sweeps Excludes: Sales Tax Electrical Hook Ups Card Readers	\$15,675.00	\$15,675.00

Sub-Total	\$15,675.00
Sales Tax	\$0.00
Total	\$15,675.00

Any warranties on the products sold hereby are those made by the manufacturer. The seller (above named dealership) hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

Due to the nature of the product, Northeastern Plate Glass Corp. cannot be responsible for breakage of a customer's own glass products when attempting to repair or alter them as requested by the customer. We are not responsible for any customer property left more than 30 days after work is completed.

I understand that special order products cannot be returned to the manufacturer by Northeastern Plate Glass Corp. and I accept the responsibility of insuring that Northeastern Plate Glass Corp. will be reimbursed for costs incurred in the event that the above order is cancelled before completion.

Job Technician: _____ Date: _____

Accepted By: _____ Date: _____

Prices are in effect for a period of 30 days from the quotation date above.



Northeastern Plate Glass Corp

3 Alice Street

Binghamton, NY 13904

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License: 160901885

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Sales Tax	\$0.00
Total	\$15,675.00

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Job Technician: _____ Date: _____

Accepted By: _____ Date: _____

Prices are in effect for a period of 30 days from the quotation date above.



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

Department Head
Engineering



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

DISCUSSION ITEMS:

1. DPW
 - a. Exit 6 Watermain Design Proposal.
I received two proposals (attached) and have provided a letter of recommendation letter to recommend contracting **Griffiths Engineering for a NTE fee of \$26,750** plus expenses.
2. Highway:
 - a. Frederick Road proposal. I requested a proposal from Keystone Associates to expand their drainage study area to areas south of River Road between River Road and the river, between Wisconsin Drive and Ellen Street, and to include two possible new outfall scenarios. Their proposal is attached. After review of their proposal, including survey and H&H modeling I recommend award to **Keystone Associates** for their **lump sum fee of \$30,500.00** (which includes reimbursable expenses). If the Board chooses to award, I would work with Keegan C. to finalize the contract within which I would like to clarify the storm event pipe size design projects the consultant is providing. Their proposal was based on similar terms as their prior work, but the wording needs to be reaffirmed herein.
 - b. I am assisting Derin with NYS DOT Highway Work permitting for his Morningside area drainage improvements.
3. MS4 Annual Reporting is due to NYSDEC by the end of May. We provided the Town's MS4 portion of the reporting to BTSC by 3/31/23 as requested by the BTSC team. BTSC is completing portions of the reporting, and final assembly and submittal of the document for the entire coalition.
4. Other?

End.



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

March 30, 2023

Mrs. Jo Anne Klenovic, Town Supervisor
 Town of Chenango
 1529 NY Route 12
 Binghamton, NY 13901

Re: Professional Consultant Design Proposals
 Watermain Replacement I-81 Exit 6/Front Street
 Town of Chenango
 RECOMMENDATION

Dear Mrs. Klenovic:

We have reviewed the proposals and fees from two (2) competent Professional Engineering consultants for the referenced project. Results are noted below in alphabetical order.

- | | | |
|----|---|-----------------------------|
| 1. | Griffiths Engineering | \$22,750.00 (Maximum Fee) |
| | Survey SubConsultant (Williams & Edsall) | \$ 4,000.00 (Not to Exceed) |
| | Total | \$26,750.00 |
| | Printing and Expense at cost +10% | |
| 2. | Keystone Associates | \$29,660.00 (Lump Sum) |
| | Reimbursable Expenses at their fee schedule (in-house rates or outside services typ. Cost +15%) | |

Both proposals are submitted for your reference.

After thorough evaluation the two consultants are equally competent with similar qualifications. We recommend that the design contract be awarded to **Griffiths Engineering**, as the lowest, responsible consultant for the **NOT TO EXCEED FEE** of **\$26,750.00 plus expenses**.

Following the authorization by the Town of Chenango for the award of this contract, I will issue a Notice to Proceed to the successful consultant on your behalf.

Please feel free to contact me with any questions or concerns. Thank you.

Sincerely,
 Urda Engineering, PLLC

Alexander M. Urda, P.E.
 Engineer for the Town of Chenango

Cc: Town Board Members
 Keegan Coughlin, Town Attorney
 Lizanne Tiesi-Korinek, Town Clerk
 File



13 S. Washington Street, Suite 1
Binghamton, NY 13903

Office: 607-724-2400 Fax: 607-724-2436
Web: www.griffithsengineering.com

February 14, 2023

Alexander N. Urda, P.E.
Urda Engineering, LLC
106 Main Street
Suite #4
Windsor, NY 13865

Re: Proposal for Town of Chenango – Watermain Replacement

Dear Mr. Urda:

Thank you for giving us the opportunity to provide you with a proposal on the above referenced project.

BACKGROUND:

The project scope involves the existing watermain along the east side of NY Route 12 across the I-81 Exit 6 exit ramp. The watermain is an antiquated 12” line, approximately 140 lineal feet, that has repeatedly broken resulting in major leaks and closure of portions of Route 12 and the exit lanes. The waterline is also within a steel casing. The location within the NYSDOT ROW, and the casing, make it impossible for the Water Department to safely complete the work and emergency repairs have been contracted out to complete. To avoid continued emergency work and interruptions to the road and water systems we anticipated having the project designed and bid as soon as possible.

The project includes replacement of the entire 140 foot length and associated restoration of pavements, curbs, walks, landscaping, etc. It also includes installation of insertion valves on each end to allow for isolation of the work area. These valves will remain in place.

SCOPE OF WORK:

Change Orders shall not be permitted unless specifically requested and approved by TOC.

The scope of work includes:

1. Assist TOC with project descriptions, an estimate of total project costs (including design and construction costs), and a project schedule.
2. Prepare preliminary Contract Documents and Specifications.
3. Prepare preliminary project plans.
4. Prepare Short EAF.
5. Attend necessary meetings with TOC to complete design.



13 S. Washington Street, Suite 1
Binghamton, NY 13903

Office: 607-724-2400 Fax: 607-724-2436
Web: www.griffithsengineering.com

6. Prepare a complete set of Final Contract Documents (drawings, project manual, specifications, estimate) for use as the basis for advertising the construction project for bid.
7. Assist TOC during the construction bid process by preparing bid sets (including 3 extra for TOC), attending the pre-bid site meeting, responding to bidder questions, distributing documents to prospective bidders by mail or email, maintain a list of prospective bidders, answer bid related questions, issue any necessary addenda, attend bid opening, and canvass bids received for completeness/technical responsiveness/qualifications to perform work. Tabulate the bids to provide to TOC.
8. Recommend award to Town Board in writing of the lowest, responsive bidder and assist TOC in preparation of the Notice of Award.
9. Review the low bidder's submittals of bonds and insurance certificates and assist the Town of Chenango in the preparation of the Notice to Proceed.
10. Assist contractor with filing of NYSDOT Highway Work Permit(s).
11. Review submittals for contract document compliance and document.
12. Answer requests for information within 5 business days.
13. Conduct preconstruction kickoff meeting on site.
14. Conduct final inspection of Final Completion and provide punch list.
15. Prepare record drawings of the built condition and provide in PDF and hard copy to Town.

TOC DEADLINE SCHEDULE:

1. 2/15/23 Receive proposals and make recommendation of professional consultant to Town Board.
2. 3/8/23 Town Board consider recommendation for Award of Contract.
3. 3/9/23 Notice of Award and Notice to Proceed issued to consultant.
4. May/June Advertise for Bids
5. June/July/August 2023 complete construction.

Griffiths Engineering has the ability and the experience to perform the above referenced project in a timely manner to conform to the Town of Chenango deadline and completion date schedule.

SIMILAR GRIFFITHS ENGINEERING PROJECTS

Village of Endicott Nanticoke Creek Waterline Crossing Repair
Davis Avenue, Peterson Street, and Stearns Ave, Johnson City, NY
North Oak Street, Endicott, NY



13 S. Washington Street, Suite 1
Binghamton, NY 13903

Office: 607-724-2400 Fax: 607-724-2436
Web: www.griffithsengineering.com

REFERENCES:

John Finch, Highway Superintendent
Town of Kirkwood
70 Crescent Drive
Kirkwood, NY 13795
Office # 607-775-1616

William Dumian, Jr, Supervisor
Town of Conklin
1271 Conklin Road
Conklin, NY 13748
Office # 607-775-4114

ESTIMATED FEE:

Griffiths Engineering will complete the above scope of work for a maximum fee of \$22,750 based on a rate of \$120/hour. Printing and Expenses billed at cost plus 10% markup fee is additional.

Survey will be conducted by Williams & Edsall for a not-to-exceed fee of \$4,000, not included in the above fee.

TERMS AND CONDITIONS:

Terms and Conditions are per "Standard Form of Agreement Between Owner and Engineer for Professional Services" EJCDC No. 1910-1 (Prepared by Engineers Joint Contract Documents Committee, issued and published by American Consulting Engineers Council, National Society of Professional Engineers, and American Society of Civil Engineers).

Please return one signed copy of this Agreement to our office to serve as your authorization for us to proceed on this work. This proposal is valid for thirty (30) days from the date of this letter. If you have any questions, please call. Thank You.

Sincerely Yours,

Daniel Griffiths, P.E.

DG/tlh

Accepted by: _____ **Date:** _____
(Signature)

Print Name: _____



Griffiths Engineering is a broad-based technical professional engineering firm. We offer a complete range of services to help our clients maintain a competitive edge in their respective markets. From feasibility studies to project completion, we customize our services to meet

your business and project goals. Griffiths Engineering works under a seamless, “no boundaries” philosophy so that you receive the best, most economical project or program solution. We provide a representative list of our services below and photos of some of our past projects.

Civil

Residential/Industrial subdivisions; site development designs, land planning, utility designs, stormwater management modeling and design, urban-rural and agricultural drainage, erosion and sedimentation control, parking lots and construction cost estimates.

Municipal

Water supply, storage and distribution, storage systems (elevated and ground), water mains, pumping stations, infrastructure studies and assessments, municipal and private sewers.

Transportation

Highways, local and arterial roads, bridge design, assessment and rehabilitation, street reconstruction, pavement design, functional planning and road studies.

Airports

FAA-compliant designs of runways, taxiways, aprons, airport lighting, hangers, and construction administration services.



OUR SERVICES

Industrial

Equipment layout design plans which allow for maximum space usage and efficiency for production, including 3-dimensional drawings.

Architecture & Landscape Architecture

Architecture & Landscape Architectural designs of commercial and residential buildings, subdivisions, senior housing projects, townhouses, health care facilities, retail stores, athletic turf fields, street projects, new site developments, and residential sites including roads, parks, highways and parking lots.



Full Service

Construction Inspection/Administration on all services above including startup and commissioning, constructability and contractor pre-qualification.

Planning including conceptual design, economic analysis, permitting studies, site master planning and site selection.

Value Engineering

We provide clients cost-effective design options for today's tight-budget projects.

CORE VALUES

We sustain a single culture by remaining true to our three core values:

1. Our company is based on **RELATIONSHIPS**

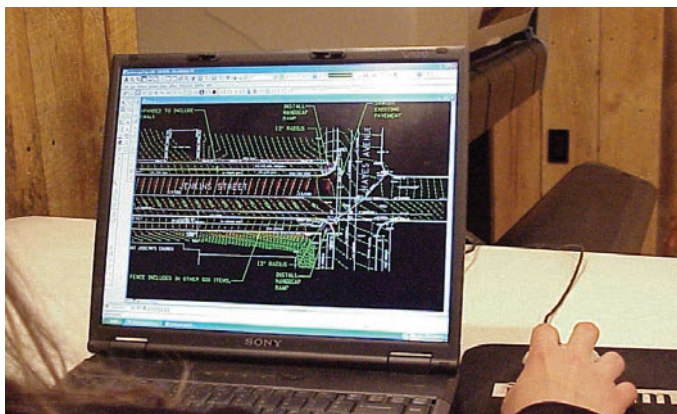
This first core value is also our fundamental business strategy: we focus on forging strong, long-term relationships with our clients, as we consider sound client relationships the most important contributor to our success. We cement these relationships by providing superior customer value and by continuously improving our performance.

2. Our greatest asset is our **EMPLOYEES**

Employee talent is the cornerstone of our success: their expertise and capabilities win us the work, perform the work and create value for our clients. We create an environment where our employees meet fresh, exciting challenges and experience the satisfaction of a job well done. Ours is also an environment that is flexible to change and open to innovation. At Griffiths Engineering, every employee contributes to value-added performance.

3. **GROWTH**

Our clients' needs drive our business, so we grow in pace with their growth. Staying tightly focused on clients' needs has helped Griffiths Engineering continue to grow incrementally each year.



13 S. Washington Street, Suite 1, Binghamton, NY 13903
Phone: 607 724 2400 Fax: 607 724 2436

RR2, Box 2978, Brackney, PA 18812
Phone: 855 629 4805

Web: www.griffithsengineering.com

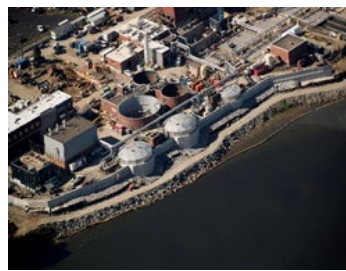
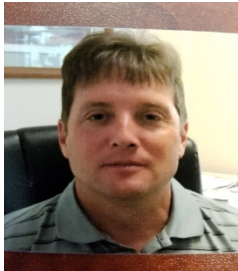


Dan Griffiths, PE
Project Manager/President

Qualifications

Mr. Griffiths has over 30 years of experience in Civil Engineering and Construction Engineering Management. He has provided engineering services for numerous municipal, environmental and transportation projects. He has been responsible for design and plan development, specifications, cost estimating, site surveys, and construction observation and project closeout (from program startup through completion of all design phases). He is also the Town Engineer for Kirkwood, Conklin and the Town of Maine.

Mr. Griffiths serves as the managing owner and principle of Griffiths Engineering and is responsible for all phases of technical services, management, personnel, and quality assurance.



Education

Bachelor of Science Degree in
Civil Engineering, 1991
Clarkson University,
Potsdam, NY

Professional Engineering Licenses

New York, Lic. #074138-1
Pennsylvania, Lic. # PE061473
Florida, Lic. #PE72104
West Virginia, Lic. #22577
Maryland, Lic. #52651
New Jersey, Lic. #24GE05483200
Virginia, Lic. #0402060693

License on File with NCEES for
Licensing in States throughout the
US.

American Society of Civil Engineers,
National Chapter

American Society of Civil Engineers,
Ithaca NY Chapter

National Society of Professional
Engineers

Feagles Lake Subdivision, Tusten, NY: Project manager overseeing the completion of design plans, specifications, and permitting for the development of a 373 parcel of land in Sullivan County, NY. Project included sketch plans, roadways, sanitary holding tank designs and stormwater management.

Boswell Hill Water Tank and Distribution System, Endicott, NY: Project consisted of modeling the existing distribution system of approximately 500 homes and designing a 500,000-gallon water tank, new booster pumps, power, control, telemetering and new water mains.

Robinson Hill Water Tank Replacement, Endicott, NY: Project Engineer for the replacement of an existing water tank in the Village of Endicott, NY.

NY Rising Community Reconstruction Program - New York State Governor's Office of Storm Recovery (GOSR) - Stillwater Road Stormwater Improvements -Town of Conklin, NY: Project Manager responsible for administering a GOSR funded project including planning, design, and management of sub-consultants.

Conklin Road Sewer Extension Project - Conklin, NY: Worked as a Project Manager on a NYS EFC funded project to study the feasibility of extending sanitary sewer service to an area of Town that is currently on failing septic systems.

Ketchum Road Culvert Design - Conklin, NY: Project Engineer responsible for preparation of the engineering drainage report, design plans and specifications. This project involved the preparation of an engineering report for FEMA and SEMO to determine hydrologic and hydraulic analyses through an existing culvert which failed.

FEMA Public Assistance Project Management – Kirkwood, NY



Qualifications

Christopher Stastny Project Manager

Mr. Stastny has over 27 years of experience in the design and construction of a broad range of municipal, environmental and transportation projects within the public sector, as well as experience in site and land development projects within the private sector. Projects have included design of roadways, sewer and water systems, airport facilities, subdivisions and building site development. He has extensive experience with computer-aided design and drafting software and computer-based engineering design software including Microstation and Inroads by Bentley.



Education

Associate Applied Science Degree in
Civil Engineering Technology -1987
Broome Community College
Binghamton, New York

Associates Degree in Computer
Science - 1983
Broome Community College
Binghamton, New York

Boswell Hill Water Tank and Distribution System, Endicott, NY: Project consisted of modeling the existing distribution system of approximately 500 homes and designing a 500,000 gal water tank, new booster pumps, power, control, telemetering and new water mains.

Robinson Hill Water Tank Replacement, Endicott, NY:
Project Engineer for the replacement of an existing water tank in the Village of Endicott, NY.

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Stream Mitigation Projects - Town of Union, NY
Project Engineer responsible for preparing drawings, specifications, and estimates for the repair of two drainage courses damaged by the September 2011 flood event. Designed mitigation measures to repair failed stream embankments including retaining walls and scour/erosion protection.

Little Snake Creek Slope Stabilization & Retaining Wall Replacement - Conklin, NY
Project Engineer responsible for preparing final design plans and specifications and cost estimates.

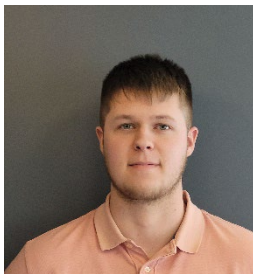
FEMA Public Assistance Project Management – Kirkwood, NY



Colin LaDue
Junior Engineer

Qualifications

Colin joined the Griffiths Engineering team in 2022. He started as a part time Junior Engineer while finishing up his Civil Engineering Associates Degree. Colin is now a full-time employee working on design and development in the Civil Engineering field. He has been involved in implementing detailed design development of site plans, erosion control plans, and utility plans.



Education

Associates Degree in Civil Engineering,
2022 SUNY Broome Community College,
Binghamton, New York

Custom Systems Integration, Inc. – Endicott, New York
Site Visit/ SWPPP Inspections

Dollar General Stores – Site plans, Utility plans, grading, Erosion control plans, Septic plans at Eaton, East Williamson, Syracuse, Central Square, Syracuse, NY.

Residential Septic Systems

Design and permitting for residential septic systems in Broome County. Projects involved calculations and design drawings along with submission of applications to the Broome County Health Department.

Town of Union – Stormwater sewer design; Drainage improvement project

Car Wash, Naples Florida – Site plans

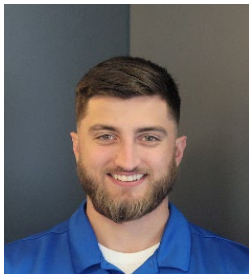
Mirabtio South New Berlin, NY – Site plans



George T. Pappas
Junior Engineer

Qualifications

George joined the Griffiths Engineering team in 2021. He started in 2020 as an intern and now has over two years of experience in design and development in the Civil Engineering field. He has been involved in implementing detailed design development of site plans, permitting, project manuals, construction observation, Stormwater Pollution Prevention Plan design, and inspections.



Education

Bachelor of Science Degree in
Civil Engineering Technology,
2021 University of New Haven,
West Haven, Connecticut

Kensington Bank Stabilization – Naples, Florida
Front end Manual

Custom Systems Integration, Inc. – Endicott, New York
Site Visit/ SWPPP Inspections

Dollar General – Various locations in New York State

Design, development, and permitting for various Dollar General stores. These projects involved site design including site utilities and grading plans, permitting with the NYSDOT and the Army Corps of Engineers, and permitting with the towns involved. Stormwater Pollution Prevention Plans (SWPPP) for NYSDEC permitting. Locations include: Altmar, Minoa, Chittenango, Eaton, Adams Center, Newport, Canastota, Red Creek, Hastings, Ellisburg, Star Lake, Sterling, North Rose, Saquoit, Canastota, Frankfort, Carthage, Lyons, Clayton, East Williamson, Byron, DeWitt, Watertown, Baldwinsville, Central Square, Syracuse and Rochester, New York. Completion of SWPPPs for Lyons, East Williamson, DeWitt proposed Dollar General stores. Stormwater calls & design for proposed store at Byron, NY.

Residential Septic Systems

Design and permitting for residential septic systems in Broome County. Projects involved calculations and design drawings along with submission of applications to the Broome County Health Department.

Batch Coffee & Creamery – Chenango Bridge, NY
Grading and Site development

Animal Adventure Park & Preserve – Stormwater calculations, grading, SWPPP design

Sandbags Unlimited – Stormwater calculations, Grading, SWPPP design, & Inspections

Town of Union – Stormwater sewer design; Drainage improvement project



Qualifications

John Mastronardi, PE
Project Manager

Mr. Mastronardi has over 20 years of experience in the site/civil engineering field. He serves as Project Engineer with extensive experience working with municipal clients acting in the capacity of Town Engineer providing direction for municipal planning initiatives, supporting the Town Boards, Planning and Zoning Boards, providing project reviews, and acting as Town representative in dealings with regulatory agencies including NYSDEC, FEMA, SEMO, EFC and Joint Sewage Authorities. As Project Engineer duties also include site/civil engineering field including design, construction inspection, planning, and project management. He has designed numerous subdivisions, parking lots, culverts and has also been responsible for designing and managing many municipal engineering and flood mitigation projects.



Education

Bachelor of Science in Civil
Engineering Technology 1999
SUNY IT, Utica, NY

Associate Degree in Civil
Engineering Technology 1997
Broome Community College
(SUNY Broome)
Binghamton, New York

Professional

Engineering Licenses

New York
Licensed Professional Engineer
License number 083925

Feagles Lake Subdivision, Tusten, NY: Project manager overseeing the completion of design plans, specifications, and permitting for the development of a 373 parcel of land in Sullivan County, NY. Project included sketch plans, roadways, sanitary holding tank designs and stormwater management.

Boswell Hill Water Tank and Distribution System, Endicott, NY: Project consisted of modeling the existing distribution system of approximately 500 homes and designing a 500,000 gal water tank, new booster pumps, power, control, telemetering and new water mains.

NY Rising Community Reconstruction Program - New York State Governor's Office of Storm Recovery (GOSR) - Stillwater Road Stormwater Improvements -Town of Conklin, NY: Project Manager responsible for administering a GOSR funded project including planning, design, and management of sub-consultants.

Conklin Road Sewer Extension Project - Conklin, NY:

Worked as a Project Manager on a NYS EFC funded project to study the feasibility of extending sanitary sewer service to an area of Town that is currently on failing septic systems.

Ketchum Road Culvert Design - Conklin, NY: Project Engineer responsible for preparation of the engineering drainage report, design plans and specifications. This project involved the preparation of an engineering report for FEMA and SEMO to determine hydrologic and hydraulic analyses through an existing culvert which failed.

Stream Mitigation Projects - Town of Union, NY

Project Engineer responsible for preparing drawings, specifications, and estimates for the repair of two drainage courses damaged by the September 2011 flood event. Designed mitigation measures to repair failed stream embankments including retaining walls and scour/erosion protection.



Qualifications

Thomas Pappas, RLA
Designer/ Landscape Architect

Mr. Pappas has over 25 years experience in providing Landscape Architectural design services for Site Developments. He also provided design and construction services for numerous municipal, environmental and transportation projects. Mr. Pappas is responsible for the design and plan development, specifications, cost estimating, survey downloading, base mapping, digital terrain modeling, earthwork analysis and construction observation.



Education

Bachelor of Landscape Architecture,
1991
State University of New York,
College of Environmental Science
and Forestry, Syracuse, NY

City of Athens, Greece
Fall 1990

Integrph Corporation
Dallas, Texas
Inroads design software training

Professional Engineering Licenses

Licensed Landscape Architect in
New York, License # 001622

Licensed Landscape Architect in
Pennsylvania,
License # LA-001552-R

American Society of Landscape
Architects, National Chapter

American Society of Landscape
Architects,
Upstate New York Chapter

Boswell Hill Water Tank and Distribution System, Endicott, NY: Project consisted of modeling the existing distribution system of approximately 500 homes and designing a 500,000 gal water tank, new booster pumps, power, control, telemetering and new water mains.

Robinson Hill Water Tank Replacement, Endicott, NY:
Project Engineer for the replacement of an existing water tank in the Village of Endicott, NY.

NY Rising Community Reconstruction Program - New York State Governor's Office of Storm Recovery (GOSR) - Stillwater Road Stormwater Improvements -Town of Conklin, NY: Project Manager responsible for administering a GOSR funded project including planning, design, and management of sub-consultants.

Conklin Road Sewer Extension Project - Conklin, NY:
Worked as a Project Manager on a NYS EFC funded project to study the feasibility of extending sanitary sewer service to an area of Town that is currently on failing septic systems.

Ketchum Road Culvert Design - Conklin, NY: Project Engineer responsible for preparation of the engineering drainage report, design plans and specifications. This project involved the preparation of an engineering report for FEMA and SEMO to determine hydrologic and hydraulic analyses through an existing culvert which failed.

Stream Mitigation Projects - Town of Union, NY
Project Engineer responsible for preparing drawings, specifications, and estimates for the repair of two drainage courses damaged by the September 2011 flood event. Designed mitigation measures to repair failed stream embankments including retaining walls and scour/erosion protection.

Little Snake Creek Slope Stabilization & Retaining Wall Replacement - Conklin, NY
Project Engineer responsible for preparing final design plans and specifications and cost estimates.

FEMA Public Assistance Project Management – Kirkwood, NY

From: [Tracy Holgash](#)
To: [Alex Urda \(alex@urdaengineering.com\)](mailto:alex@urdaengineering.com)
Subject: Town of Chenango Watermain Replacement Proposal
Date: Tuesday, February 14, 2023 3:57:44 PM
Attachments: [TOC Proposal for Watermain Replacement.pdf](#)
[Company Profile.pdf](#)
[COLIN LADUE 2023 RESUME.pdf](#)
[DAN 2023 RESUME.pdf](#)
[GEORGE 2023 RESUME.pdf](#)
[JOHN 2023 RESUME.pdf](#)
[TOM 2023 RESUME.pdf](#)
[CHRIS RESUME 2023.pdf](#)

Alex:

Attached is our company profile, key personnel resumes, and our proposal. Please let me know if you need anything else.

Thank you!!

Tracy

Tracy L. Holgash

Administrative Assistant
Griffiths Engineering, LLC
tholgash@griffithsengineering.com



Kenneth D. Ellsworth, P.E.
Managing Member

Paul L. Bedford, AIA
Architect

Rodney L. Carey, L.S.
Land Surveyor

Kordian W. Wichtowski, R.A.
Architect

March 29, 2023

Mr. Alexander N. Urda, P.E.
Town Engineer
Town of Chenango
1529 NYS Route 12
Binghamton, New York 13901

RE: Proposal for Engineering and Surveying Services
Water Main Replacement
NYS Route 12
Town of Chenango
Binghamton, New York

Dear Mr. Urda:

Keystone Associates Architects, Engineers and Surveyors, LLC (hereinafter called "Consultant") is pleased to be given the opportunity to submit this proposal to the Town of Chenango (hereinafter called "Client") to provide Engineering and Surveying Services for the above referenced project. Based on a Request for Proposal (RFP) issued on February 28, 2023, we believe the scope of the project to be as follows:

PROJECT DESCRIPTION

It is our understanding that the Town is interested in replacing approximately 140 linear feet of antiquated 12" water main on the east side of NYS Route 12 across the I-81 exit 6 ramp. The project will also include restoration of pavement, curbs, walks, landscaping, etc. Valves will be installed to allow for isolation of the work area.

SCOPE OF BASIC SERVICES

The following is an outline of the services to be provided by Consultant.

A. Survey

I. Topographic Survey

- a. Contact UDig NY. This is for design purposes only and Consultant assumes no liability for information gathered from UDig NY. It remains the Contractors (Excavator's) responsibility to contact UDig NY as well.
- b. Take digital photographs of roads, bridges and the site in general including photos of items to be shown on the mapping.
- c. Establish benchmark(s) on or convenient to site. Datum to be based on NAVD 88.
- d. The topographic survey will include location of ground features such as vegetation, overhead utilities, buildings, drives and roads, parking lots, curbs, sidewalks, green space, utility poles, guiderails and other similar physical features on the parcel. The contour interval will be one (1) foot.
- e. A utility survey will be completed and show sanitary and storm sewers with rim and invert elevations and surface evidence of underground

Main Office
58 Exchange Street
Binghamton, New York 13901
Phone: 607.722.1100
Fax: 607.722.2515

Branch Office
165 South Main Street, Suite 6
Cortland, New York 13045
Phone: 607.753.8015

Branch Office
30 North Street, 2nd Floor
Monticello, New York 12701

E-mail: info@keyscomp.com
www.keyscomp.com

utilities. Utility location will be based on actual field locations and/or existing mapping.

- f. The topographic survey will be used to develop a base map for the purpose of design.

B. Design Plans

The Construction Plans will be prepared as a preliminary plan set for review by the Client. Comments will be addressed on the final plans. The plans will be 24"x 36" in size unless local authority requirements are different. The construction plans shall include the following:

1. Title Sheet.
2. Existing Site Conditions.
3. Plan and profile will be prepared and will include, but not be limited to, type and size of water main, connection points, stationing, existing conditions and elevations, depth of cover, valves and miscellaneous fittings. The plan view will show the necessary provisions and best management practices to control erosion and sedimentation at the project site and to stabilize disturbed areas during and after construction.

4. Detail Sheet:

The detail sheet will include the necessary details for the project including but not limited to the following: pavement sections, curb, sidewalk, pipe bedding, valves and local details as required.

C. SEQRA Review

The work will include preparation of Part I of the SEQR Environmental Assessment Form (EAF).

D. Meetings

We will attend three (3) meetings with the Town to complete design.

E. Construction Documents

1. Proceed with the preparation of Contract Documents consisting of Construction Drawings and Project Manual including specifications, setting forth in detail the requirements for the construction of the project.
2. The Consultant will also assist the Client in the preparation of bidding forms, the conditions of the Contract, and the Form of Agreement between the Client and the Contractor.
3. Prepare final Opinion of Probable Cost based on final construction documents. The construction cost estimates will provide the basis for judging the merit of the Contractors' construction bids.
4. Provide final Construction Documents and deliver documents to the Client for review and approval. Make necessary corrections required by Client.

F. Bidding

The Consultant will proceed with the Procurement of Construction Bids from Contractors. Bidding documents shall consist of Bidding requirements and proposed contract documents.

1. Assist the Client in printing of bid documents and distribute to prospective bidders and plan houses. (Cost of reproduction of plans and specifications are not included in lump sum fee and will be billed as a reimbursable.)
2. Attend the Pre-Bid Conference.
3. Prepare and distribute necessary addenda based on written questions submitted by the prospective bidders.
4. Attend bid opening and assist Client in evaluation of bids received. Document and distribute bid results, as directed by the Client.
5. Recommend award to the Town Board in writing of the lowest responsive bidder and assist the Town in preparation of Notice of Award.
6. Review the low bidder's submittals of bonds and insurance certificates and assist the Town in preparation of Notice to Proceed.

Upon completion and approval by the Client of the Bids, the project will progress into Construction Administration.

G. Construction Contract Administration

The purpose of Construction Administration is to observe the actual construction process to determine if the project is proceeding in accordance with the associated Contract Documents.

The amount of time required for Construction Administration is determined by the scope of the project, the performance of the Contractors and the various conditions encountered during construction.

Based on the scope of this project, the estimated amount of time required for Construction Administration services and included in the Fee Schedule is 120 hours.

If the performance of the Contractors or the various conditions encountered during construction cause the time required for Construction Administration to increase, the fee for these services will increase accordingly.

This additional fee will be estimated by the Consultant and approved by the Client before Construction Administration services are continued.

1. Conduct and document a pre-construction meeting.
2. Perform periodic; on-site observation required to verify if work is being performed in accordance with the Contract Documents.
3. Interpret drawings and specifications.
4. Review and process project submittals.

5. One Punch List shall be created with an additional final walk-through to verify completion of Punch List. Issue Certificate of Substantial Completion and determine date of final completion.
6. We will prepare an as-built drawing upon the completion of the project and provide a PDF and hard copy to the Town.

QUALIFICATIONS

Consultant shall assume the following items to form a basis of this contract:

1. Project shall be designed based on a single prime contract. General Contractor shall provide all coordination with other trades.
2. The Consultant shall have no responsibility for the discovery, presence, physical sampling tests or surveys, handling, removal, disposal or Project Management and air monitoring of or exposure of persons to hazardous materials or toxic substances in any form at the project site.
3. Making revisions in the Project Manual, Drawings or other documents will be considered additional services when such revisions are:
 - a. Inconsistent with information, documents, specifications, drawings, approvals or instructions previously given by the Client, including revisions made necessary by adjustments in the Client's program, schedules or project budget.
 - b. Required by the enactment or revision of code, laws or regulations subsequent to the preparation of the Construction Documents.
 - c. Required as a result of hidden condition; or a result of inadequate coordination of services, information or documents received by the Consultant; or a result of inadequacies of, or inaccuracies in, any documents, tests or other information, received by the Consultant, about the site or the existing building, structure, system or material.
 - d. Providing services required because of changes in the project including, but not limited to, scope complexity and schedule.
4. The Consultant shall not be responsible for obtaining any permits required for this project. Assistance in providing the required data to submit the applications for the permits will be provided.
5. There are no sensitive archeological areas within the site.
6. Preparation of Contract between Client and Contractor shall be by Client.

The following services are not included:

1. Meetings with the Zoning/Planning Board or other authorities.
2. Special studies or reports.
3. Boundary survey and mapping.
4. Archaeological and/or Historical Review, Stage IA or IB.
5. Highway work permits.
6. Construction Layout.
7. Detailed inspections or more frequent project review and observation services than we described in our Scope of Basic Services. If more extensive project observation or full-time project representation is desired, they would be considered as additional services not part of this proposal.
8. A guarantee or warranty of the performance of, or responsibility for, the acts or omissions of any Contractor, Client, Owner or anyone else furnishing materials or performing any work on the project.
9. Responsibility for jobsite safety during the construction project, which should be the sole responsibility of the Contractor, Client or Owner.

Services not set forth above as Basic Services of this Proposal are specifically excluded from the scope of the Consultant's services. The Consultant assumes no responsibility to perform any services not specifically listed.

Consultant will furnish Additional Services as may be requested for an additional fee.

TIME SCHEDULE

We anticipate completion of the above Scope of Basic Services to advertise for bids in three (3) months from receipt of signed Proposal. If the services covered by this Proposal have not been completed within this time, through no fault of Consultant, a time extension and fee adjustment to complete our services may be renegotiated.

FEE SCHEDULE

We propose to complete the above Scope of Basic Services for a lump sum fee of \$29,660.00, as further detailed below:

A. Survey	\$ 2,400.00
B. Design Plans	\$ 5,960.00
C. SEQR Review	\$ 1,000.00
D. Meetings	\$ 2,000.00
E. Construction Documents	\$ 3,500.00
F. Bidding	\$ 3,500.00
G. Construction Contract Administration	\$ 11,300.00

Total Lump Sum Fee: \$29,660.00

REIMBURSABLE EXPENSES

Reimbursable expenses will be billed in accordance with the current Fee Schedule in addition to the lump sum fee.

AGREEMENT TERMS

Standard Proposal Agreement terms are noted in the attached Schedule A and Schedule B.

SUPPLEMENTARY AGREEMENT TERMS

Statutes, Codes and Regulations

Consultant shall exercise the reasonable standard of care to comply with requirements of all applicable codes, regulations, and current written interpretation thereof published and in effect during Consultant's services. The Client acknowledges that the requirements of federal, state, and local laws, rules, codes, ordinances, and regulations, including the Americans with Disabilities Act, are subject to various and possible contradictory interpretations. Consultant will use reasonable professional efforts and judgment to correctly interpret and apply such requirements. Consultant, however, cannot and does not warrant or guarantee that the services will comply with the interpretation of such requirements by others.

This Proposal, along with the attached Schedule A, Schedule B (Standard Terms and Conditions) and the Fee Schedule represents the entire understanding between the

Client and Consultant with respect to this project and may only be modified in writing signed by both parties.

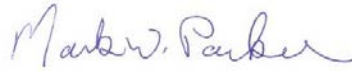
We trust that we have responded to your request and if you have any questions or need additional information, please contact our office. This proposal is valid for thirty (30) days from the above date. Please execute this proposal along with initialing the attached Schedules A and B and return it to our office acknowledging receipt and acceptance of the terms and conditions of this proposal.

This executed proposal will serve as the agreement between Client and Consultant.

Thank you for your consideration of this proposal. Please contact our office if you have any questions or comments.

Respectfully,

Keystone Associates
Architects, Engineers and Surveyors, LLC



Mark W. Parker, P.E., CPESC
Civil Engineering Department Manager

Enclosures

MWP:ke

P:\Proposals\2023\P05623 - TownofChenango-WaterMain-NYSRte12\P05623proposal.docx

Offered By:



(Signature)

Kenneth D. Ellsworth, P.E.
Managing Member

(Printed Name & Title)

03/29/2023

(Date)

Keystone Associates Architects, Engineers and Surveyors, LLC
(Consultant)

Signature Resolution:

A. Company Representative Signature:

Be it hereby resolved that I, _____,
(Name)

am a _____ of
(member, partner, officer, director or shareholder)

_____ and have
(Company)

been given the authority by its _____ to
(members, partners or shareholders)

execute this agreement between Keystone Associates Architects, Engineers and

Surveyors, LLC and _____.
(LLC, Partnership or Corporation)

This agreement will therefore obligate _____
(LLC, Partnership or Corporation)

and all of its _____ to be obligated to honor
(members, partners or shareholders)

all of the terms of this agreement.

Client Name

Client Authorized Signature

Date

Along with this Signature Resolution, please review and initial where indicated on the following pages below and return with signed contract:

- **SCHEDULE A** - STANDARD TERMS AND CONDITIONS
- **SCHEDULE B** - STANDARD TERMS AND CONDITIONS

STANDARD TERMS AND CONDITIONS

Schedule A

This offer of services, including these terms and conditions, and any attachment hereto, contains the complete and final agreement between Keystone Associates Architects, Engineers and Surveyors, LLC (CONSULTANT) and CLIENT.

GENERAL TERMS & CONDITIONS

Ownership of Instruments of Service

All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional service, and Consultant shall retain ownership and property interest therein, including all copyrights. Upon payment for services rendered, Consultant grants Client a license to use instruments of Consultant's professional service for the purpose of constructing, occupying, or maintaining the Project. Reuse or modification of any such documents by Client, without Consultant's written permission, shall be at Client's sole risk, and Client agrees to indemnify, defend, and hold Consultant harmless from all claims, damages, and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

Electronic Files

Prior to the CONSULTANT providing to the CLIENT any instruments of Service in electronic form or the CLIENT providing to the CONSULTANT any electronic data for incorporation into the instruments of Service, the CLIENT and the CONSULTANT shall by separate written agreement set forth the specific conditions governing the format of such Instruments of Service or electronic data, including any special limitations or licenses not otherwise provided in this Agreement.

Standard of Care

The Consultant shall perform its services consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances ("Standard of Care"). The Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. Consultant makes no warranties or guarantees, expressed or implied, under this Agreement or otherwise in connection with Consultant's services. Notwithstanding any other representations made elsewhere in this Agreement or in the execution of the Project, this Standard of Care shall not be modified. The Consultant shall act as an independent contractor at all times during the performance of its services, and no term of this Agreement, either expressed or implied, shall create an agency or fiduciary relationship.

Opinions of Probable Construction Cost

Evaluations of the Client's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work, and updated estimates of the Cost of the Work prepared by the Consultant, represent the Consultant's judgment as a design professional. It is recognized, however, that neither the Consultant nor the Client has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Consultant cannot and does not warrant or represent that bids or negotiated prices will not vary from the Client's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Consultant.

Right of Entry

The CLIENT shall provide for the CONSULTANT's right to enter the property owned by the CLIENT and/or others in order for the

CONSULTANT to fulfill the Scope of Services included hereunder. Although the CONSULTANT will exercise reasonable care in performing its services, the CLIENT understands that use of testing or other equipment may unavoidably cause some damage, the correction of which is not part of this Agreement. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT, its officers, directors, employees and subconsultants (collectively, Consultant) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from procedures associated with testing or investigative activities or connected in any way with the discovery of hazardous materials or suspected hazardous materials on the property.

Promotional and Professional Materials

The Consultant shall have the right to include photographic or artistic representations of the design of the Project among the Consultant's promotional and professional materials. The Consultant shall be given reasonable access to the completed Project to make such representations. However, the Consultant's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Consultant in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Consultant in the Owner's promotional materials for the project.

Betterment:

If any item or component of the Project is required due to omission from the construction documents, Consultant's liability shall be limited to the reasonable costs of correction of the construction, less the cost to the Client if the omitted item or component had been initially included in the contract documents. All costs of errors, omissions, or other changes that result in betterment to the Project shall be borne by the Client and shall not be a basis of claim against the Consultant. It is intended by this provision that the Consultant will not be responsible for any cost or expense that provides betterment, upgrade, added value, or enhancement of the Project.

Disease Transmission Disclaimer and Liability Waiver:

It is understood that the analysis, design, and/or implementation of changes to mechanical systems should in no way be substituted for social distancing or any other recommendations from the National Institutes of Health (NIH) and Centers for Disease Control and Prevention (CDC). Mechanical system improvements will not reduce surface-related transmission of disease, including COVID-19, and therefore cannot on their own make a premises safe. There are multiple modes and circumstances under which disease transmission occurs, and mechanical systems are not capable of addressing all aspects of infection control. Disease prevention therefore cannot be solved by mechanical systems—or improvements to those systems—alone. As a result, Consultant cannot and does not guarantee against transmission of disease. Consultant makes no express representations or warranties and disclaims any implied representations or warranties relating to the condition of the premises and common areas, or any part thereof, including, but not limited to, the HVAC and other building systems, the indoor air quality within the premises and common areas, and the environmental condition of the premises and common areas. Consultant shall have no responsibility for the transmission of communicable disease such as COVID-19 or other corona

virus (Virus), or exposure of persons to Virus discovered at the premises. Consultant cannot prevent Client and/or Client's Invitees from becoming exposed to, contracting, or spreading Virus while utilizing Consultant's services. It is not possible to prevent against the presence of the disease. Therefore, if Client chooses to utilize Consultant's services, Client may be exposing Client or Client's Invitees to and/or increasing Client's and/or Client's Invitees' risk of contracting or spreading Virus. Client hereby releases, waives, discharges, and covenants not to sue Consultant from any and all damages, injuries, losses, liability, claims, causes of action, litigation, or demands, including but not limited to those for personal injury, sickness, or death, as well as property damages and expenses, of any nature whatsoever which may be incurred, directly or indirectly, now or in the future, in any way related to any pandemic or public health situation, or any Virus related health issue or exposure.

PAYMENT AND TERMINATION

Payment Due

Invoices shall be submitted by the CONSULTANT are due upon presentation and shall be considered past due if not paid within thirty (30) calendar days of the invoice date.

Interest

If payment in full is not received by the CONSULTANT within thirty (30) calendar days of the invoice date, invoices shall bear interest at one-and-one-half (1.5) percent (or the maximum rate allowable by law, whichever is less) of the PAST DUE amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

Collection Costs

If the CLIENT fails to make payments when due and the CONSULTANT incurs any costs in order to collect overdue sums from the CLIENT, the CLIENT agrees that all such collection costs incurred shall immediately become due and payable to the CONSULTANT. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable CONSULTANT staff costs at standard billing rates for the CONSULTANT's time spent in efforts to collect. This obligation of the CLIENT to pay the CONSULTANT's collection costs shall survive the term of this Agreement or any earlier termination by either party.

Suspension of Services

If the Client fails to make payments to the Consultant in accordance with this Agreement or fails to meet its other material responsibilities under this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Consultant's option, cause for suspension of performance of services under this Agreement. If the Consultant elects to suspend services, the Consultant shall give seven (7) days' written notice to the Client before suspending services. In the event of a suspension of services, the Consultant shall have no liability to the Client for delay or damage caused the Client because of such suspension of services. Before resuming services, the Consultant shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Consultant's services. The Consultant's fees for the remaining services and the time schedules shall be equitably adjusted.

Termination of Services

This Agreement may be terminated by either party upon not less than seven

(7) days' written notice should the other party fail substantially to perform in accordance with the terms of this agreement through no fault of the party initiating the termination.

This Agreement may be terminated by the CLIENT upon not less than seven (7) days' written notice to the CONSULTANT for the CLIENT's convenience and without cause.

If the CLIENT fails to make payment to the CONSULTANT in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by the CONSULTANT.

Set-offs, Backcharges, Discounts

Payment of invoices shall not be subject to any discounts or set-offs by the CLIENT, unless agreed to in writing by the CONSULTANT. Payment to the CONSULTANT for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

Satisfaction with Services

Payment of any invoice by the CLIENT to the CONSULTANT shall be taken to mean that the CLIENT is satisfied with the CONSULTANT's services to the date of payment and is not aware of any deficiencies in those services.

Disputed Invoices

If the CLIENT objects to any portion of an invoice, the CLIENT shall so notify the CONSULTANT in writing within seven (7) calendar days of receipt of the invoice. The CLIENT shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved by the court having jurisdiction. If such matter relates to or is the subject of a lien arising out of the CONSULTANT's services, the CONSULTANT may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to the resolution of the matter. Interest as stated above shall be paid by the CLIENT on all disputed invoice amounts that are subsequently resolved in the CONSULTANT's favor and shall be calculated on the unpaid balance from the due date of the invoice.

ALLOCATION OF RISK

Limitation of CONSULTANT's Liability

Neither the Consultant, Consultant's subconsultants, nor their agents or employees shall be jointly, severally, or individually liable to the Client in excess of the compensation to be paid pursuant to this Agreement or Fifty Thousand Dollars (\$50,000.00), whichever is greater, by reason of any act or omission, in tort or contract, including breach of contract, breach of warranty, or negligence.

Consequential Damages

The Consultant and Client waive consequential damages (such as lost profits, lost revenues, loss of use, loss of financing, and loss of reputation) for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages whether arising in contract, warranty, tort (including negligence), strict liability, or equity, or that might arise out of the parties' indemnification obligations.

Third Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the CONSULTANT. The CONSULTANT's services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services hereunder. The CLIENT and CONSULTANT agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

Delays

The CLIENT agrees that the CONSULTANT is not responsible for damages arising directly or indirectly from any delays for causes beyond the CONSULTANT's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency to act in timely manner; failure of performance by the CLIENT or the CLIENT's contractor's or CONSULTANTS; or discovery of any hazardous substances or differing site conditions.

In addition, if the delays resulting from any such causes increase the cost or time required by the CONSULTANT to perform its services in an orderly and efficient manner, the CONSULTANT shall be entitled to an equitable adjustment in schedule and/or compensation.

In the event Consultant is hindered, delayed, or prevented from performing its obligations under this Agreement as a result of any cause beyond its reasonable control, including but not limited to delays due to power or data system outages, acts of nature, public health emergencies including but not limited to infectious disease outbreaks and pandemics, governmental orders, or directives, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or review Consultant's services or design documents, delays caused by faulty performance by Client's contractors or consultants, or other unforeseen conditions, the time for completion of Consultant's services shall be extended by the period of resulting delay and compensation equitably adjusted. Client agrees that Consultant shall not be responsible for damages, nor shall the Consultant be deemed in default of this Agreement due to such delays.

Information Provided By Others

The CLIENT shall furnish, at the CLIENT's expense, all information, requirements, reports, data, surveys, and instructions required by this Agreement. The CONSULTANT may use such information, requirements, reports, data, surveys, and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

STANDARD TERMS AND CONDITIONS

Schedule B

This offer of services, including these terms and conditions, and any attachment hereto, contains the complete and final agreement between Keystone Associates Architects, Engineers, and Surveyors, LLC (CONSULTANT) and CLIENT.

Construction Phase

CONSULTANT makes no guarantee or warranty either expressed or implied as to the completion or quality of the performance of the contract or as to the completion or quality of performance of contracts by CONTRACTOR(s) or other third parties. Nor is CONSULTANT responsible for CONTRACTOR(s) or third parties acts or omissions.

Construction Observation

The CONSULTANT shall visit the site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the Client and the CONSULTANT, in order to observe the progress and quality of the Work completed by the CONTRACTOR. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of the CONTRACTOR's work but rather are to allow the CONSULTANT, as an experienced professional, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

Based on this general observation, the CONSULTANT shall keep the Client informed about the progress of the Work and shall endeavor to guard the Client against deficiencies in the Work.

If the Client desires more extensive project observation or fulltime project representation, the Client shall request that such services be provided by the CONSULTANT as Additional Services in accordance with the terms of this Agreement.

Consultant has no control over, charge of, or responsibility for construction. Client (owner) shall retain a qualified contractor(s), licensed in the jurisdiction of the project ("Contractor"), to implement the construction of the project ("Work"). The Contractor shall coordinate, supervise and direct all portions of the Work and shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, safety, and security. The Consultant shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Client, Consultant, Consultant's subconsultants, and officers and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work. Contractor shall provide insurance and name the Client, Consultant, Consultant's subconsultants as additional insured on Contractor's Commercial General Liability insurance policies.

The CONSULTANT shall not be responsible for any acts or omissions of the CONTRACTOR, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The CONSULTANT does not guarantee the performance of the CONTRACTOR and shall not be responsible for the CONTRACTOR's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

Shop Drawings and Samples

The CONSULTANT shall review or take appropriate action on the CONTRACTOR submittals, such as shop drawings, product data, samples and other data, which the CONTRACTOR is required to submit, but only for the limited purpose of checking for conformance with the design concept and the information shown in the Construction Documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the CONTRACTOR. The CONSULTANT's review shall be conducted with reasonable promptness while allowing sufficient time in the CONSULTANT's judgment to permit adequate review. Review of a specific item shall not indicate that the CONSULTANT has reviewed the entire assembly of which the item is a component. The CONSULTANT shall not be responsible for any deviations from the Construction Documents not brought to the attention of the CONSULTANT in writing by the CONTRACTOR. The CONSULTANT shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

Where a Shop Drawing or sample is required by the Specifications, any related Work performed prior to CONSULTANT's review of the pertinent submissions will be the sole expense and responsibility of CONTRACTOR.

Client's Acceptance of Non-Conforming Work:

The Consultant shall not be responsible for a Client's directive or substitution, or for the Client's acceptance of non-conforming Work, made without the Consultant's written approval.

Operations and Maintenance:

Client shall be solely responsible for the post-construction operations, inspection, and maintenance of the property and project. Accordingly, Client shall indemnify, defend, and hold harmless Consultant for any third-party claims or liabilities arising from such operations, inspection, and maintenance.



2023 FEE SCHEDULE

HOURLY RATES			
Managing Member / Member	\$ 170.00/Hour	Sustainability Manager	\$ 80.00/Hour
Sr. Architect / Sr. Engineer / Sr. Surveyor	\$ 140.00/Hour	Environmental Scientist	\$ 75.00/Hour
Architect / Engineer / Surveyor	\$ 120.00/Hour	Sr. Technician	\$ 80.00/Hour
Sr. Environmental Scientist	\$ 120.00/Hour	Survey Technician	\$ 80.00/Hour
Sr. Construction Manager	\$ 110.00/Hour	Technician	\$ 70.00/Hour
Sr. Designer	\$ 120.00/Hour	Construction Administrator	\$ 70.00/Hour
Designer	\$ 90.00/Hour	Administration	\$ 60.00/Hour

ADDITIONAL RATES	
One (1) Man Crew w/GPS or Robotic	\$ 100.00/Hour
Expert Testimony & Related Investigations	\$ 150.00/Hour
NYS Prevailing Wage Rates One (1) Man Crew Two (2) Man Crew Three (3) Man Crew (All counties except as follows: Delaware, Orange, Rockland, Sullivan, Ulster Counties)	\$ 120.00/Hour \$ 240.00/Hour \$ 360.00/Hour
NYS Prevailing Wage Rates for Delaware, Orange, Rockland, Sullivan, Ulster Counties One (1) Man Crew Two (2) Man Crew Three (3) Man Crew	\$ 140.00/Hour \$ 280.00/Hour \$ 420.00/Hour

The above hourly rates include compensation for professional, technical and non-technical personnel time, equipment, materials, and overhead, which ordinarily would be incurred during the performance of our work. Services are normally billed monthly. A finance charge of 1.5% per month will be billed on all accounts not paid within 30 days of the invoice date. Member designates ownership percentage of firm.

The following reimbursable expenses are also included for your information:

REIMBURSABLE EXPENSES			
Reproduction/Prints		Postage/Courier	
In-House Prints 24x36	\$2.50/Each	Bulk Postage, Express Mail, UPS, FedEx, DHL, etc.	Cost + 15%
In-House Prints 30x42	\$3.00/Each	Miscellaneous	
In-House Mylars 24x36	\$10.00/Each	Consumable Supplies (Project Related)	Cost + 15%
In-House Mylars 30x42	\$15.00/Each	Outside Services	Cost + 15%
Photocopies		Geotechnical Drilling Services	Cost + 15%
In-House Service 8-1/2x11	\$0.15/Each	Travel	
In-House Service 8-1/2x14	\$0.20/Each	Mileage	\$0.65/Mile
In-House Service 11x17	\$0.30/Each	Meals/Lodging	Cost + 15%
Outside Services	Cost + 15%	Vehicle Rental/Fuel	Cost + 15%



Kenneth D. Ellsworth, P.E.
Managing Member

Paul L. Bedford, AIA
Architect

Rodney L. Carey, L.S.
Land Surveyor

Kordian W. Wichtowski, R.A.
Architect

March 29, 2023

Mr. Alexander N. Urda, P.E.
Town Engineer
Town of Chenango Town Hall
1529 NYS Route 12
Binghamton, New York 13901

RE: Proposal for Engineering and Surveying Services
Hydrologic and Hydraulic Drainage Study
Lower Frederick Road
Town of Chenango
Broome County, New York

Dear Mr. Urda:

Keystone Associates Architects, Engineers and Surveyors, LLC (hereinafter called "Consultant") is pleased to be given the opportunity to submit this proposal to the Town of Chenango (hereinafter called "Client") to provide Engineering and Surveying Services for the above referenced project. Based on an email dated February 21, 2023, we believe the scope of the project to be as follows:

PROJECT DESCRIPTION

It is our understanding that the Town is interested in expanding the Frederick Road Drainage Study previously prepared in 2019 by the Consultant. The expanded study will include the Lower Frederick Road area, further defined as bounded by Wisconsin Drive, Ellen Street, and River Road. Two (2) alternate outlets to the river will be studied. The 16 Badger option (Alternate No. 1) may require replacing the pipe in Wisconsin Drive from the east and eliminating the existing pipe to the river. We will review sizing options. The 90 Wisconsin option (Alternate No. 2) will require a Hydrologic and Hydraulic Study through the expanded area from River Road to the river.

SCOPE OF BASIC SERVICES

The following is an outline of the services to be provided by Consultant.

A. Survey

- I. Topographic Survey
 - a. Contact UDig NY. This is for design purposes only and Consultant assumes no liability for information gathered from UDig NY. It remains the Contractors (Excavator's) responsibility to contact UDig NY as well.
 - b. Take digital photographs of the drainage features in general.
 - c. Establish benchmark(s) on or convenient to site. Datum to be based on NAVD 88.
 - d. Lidar contours will be utilized for the analysis. Limited topographic survey as needed will include location of ground features such as vegetation, overhead utilities, buildings, drives and roads, parking lots, curbs,

Main Office
58 Exchange Street
Binghamton, New York 13901
Phone: 607.722.1100
Fax: 607.722.2515

Branch Office
165 South Main Street, Suite 6
Cortland, New York 13045
Phone: 607.753.8015

Branch Office
30 North Street, 2nd Floor
Monticello, New York 12701

E-mail: info@keyscomp.com
www.keyscomp.com

sidewalks, green space, utility poles, guiderails and other similar physical features on the parcel. The contour interval will be two (2) feet.

- e. A utility survey will be completed and show storm sewers with rim and invert elevations, as well as pipe size and surface evidence of underground utilities. Utility location will be based on actual field locations and/or existing mapping.

B. Hydrologic and Hydraulic Study

Project Receivables shall include 75% Project Report and 100% Completed Engineering Study.

I. Engineering Report:

- a. Existing and proposed hydrologic and hydraulic conditions will be analyzed based upon available topographic information along with survey data that will be collected. The information will be provided on delineation maps and calculations to demonstrate the findings.
- b. A technical report will be provided for the stormwater analysis. The report will include a summary of the hydrologic and hydraulic analysis, including detailed review of localized flooding area. Recommendation for system wide improvements will also be provided. The report will be distributed to the Town at 75% for review and comments. Comments will be addressed in the final report.

C. Meetings

1. We will attend two (2) meetings with the Town Board and/or Town Engineer to discuss the project.
2. Consultant will notify the Town Clerk of meetings and correspondence related to this Agreement and Study.

QUALIFICATIONS

Consultant shall assume the following items to form a basis of this contract:

1. The Consultant shall have no responsibility for the discovery, presence, physical sampling tests or surveys, handling, removal, disposal or Project Management and air monitoring of or exposure of persons to hazardous materials or toxic substances in any form at the project site.
2. Making revisions in the Project Manual, Drawings or other documents will be considered additional services when such revisions are:
 - a. Inconsistent with information, documents, specifications, drawings, approvals or instructions previously given by the Client, including revisions made necessary by adjustments in the Client's program, schedules or project budget.
 - b. Required by the enactment or revision of code, laws or regulations subsequent to the preparation of the Construction Documents.
 - c. Required as a result of hidden condition; or a result of inadequate coordination of services, information or documents received by the Consultant; or a result of inadequacies of, or inaccuracies in, any documents, tests or other information, received by the Consultant, about the site or the existing building, structure, system or material.

- d. Providing services required because of changes in the project including, but not limited to, scope complexity and schedule.
- 3. The Consultant shall not be responsible for obtaining any permits required for this project.

The following services are not included:

- 1. Opinion of Probable Costs.
- 2. Special studies or reports.
- 3. Boundary survey and mapping.
- 4. Design drawings.
- 5. Stormwater Management and Pollution Prevention Plan (SWPPP).

Services not set forth above as Basic Services of this Proposal are specifically excluded from the scope of the Consultant’s services. The Consultant assumes no responsibility to perform any services not specifically listed.

Consultant will furnish Additional Services as may be requested for an additional fee.

TIME SCHEDULE

We anticipate completion of the above Scope of Basic Services for the 75% submission will be three (3) months from receipt of signed Proposal. If the services covered by this Proposal have not been completed within this time, through no fault of Consultant, a time extension and fee adjustment to complete our services may be renegotiated.

FEE SCHEDULE

We propose to complete the above Scope of Basic Services for a lump sum fee of \$30,500.00, as further detailed below:

A. Survey	\$11,900.00
B. Hydrologic and Hydraulic Study	\$17,500.00
C. Meetings	<u>\$ 1,100.00</u>

Total Lump Sum Fee: \$30,500.00

REIMBURSABLE EXPENSES

Reimbursable expenses are included in the lump sum fee.

AGREEMENT TERMS

Standard Proposal Agreement terms are noted in the attached Schedule A.

SUPPLEMENTARY AGREEMENT TERMS

Statutes, Codes and Regulations

Consultant shall exercise the reasonable standard of care to comply with requirements of all applicable codes, regulations, and current written interpretation thereof published and in effect during Consultant’s services. The Client acknowledges that the requirements of federal, state, and local laws, rules, codes, ordinances, and regulations, including the Americans with Disabilities Act, are subject to various and possible contradictory interpretations. Consultant will use reasonable professional efforts and

judgment to correctly interpret and apply such requirements. Consultant, however, cannot and does not warrant or guarantee that the services will comply with the interpretation of such requirements by others.

This Proposal, along with the attached Schedule A (Standard Terms and Conditions) and the Fee Schedule represents the entire understanding between the Client and Consultant with respect to this project and may only be modified in writing signed by both parties.

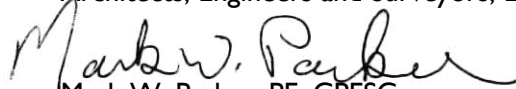
We trust that we have responded to your request and if you have any questions or need additional information, please contact our office. This proposal is valid for thirty (30) days from the above date. Please execute this proposal along with initialing the attached Schedule A and return it to our office acknowledging receipt and acceptance of the terms and conditions of this proposal.

This executed proposal will serve as the agreement between Client and Consultant.

Thank you for your consideration of this proposal. Please contact our office if you have any questions or comments.

Respectfully,

Keystone Associates
Architects, Engineers and Surveyors, LLC



Mark W. Parker, PE, CPESC
Civil Engineering Department Manager

Enclosures

MWP:ke

P:\Proposals\2023\P05023 - TownofChenango-Hydrolic&Hydraulic-LwrFrederick\P05023_Proposal.docx

Offered By:



Kenneth D. Ellsworth, P.E.

Managing Member

(Printed Name & Title)

03/29/2023

(Date)

Keystone Associates Architects, Engineers and Surveyors, LLC

(Consultant)

Signature Resolution:

A. Company Representative Signature:

Be it hereby resolved that I, _____,
(Name)

am a _____ of
(member, partner, officer, director or shareholder)

_____ and have
(Company)

been given the authority by its _____ to
(members, partners or shareholders)

execute this agreement between Keystone Associates Architects, Engineers and

Surveyors, LLC and _____.
(LLC, Partnership or Corporation)

This agreement will therefore obligate _____
(LLC, Partnership or Corporation)

and all of its _____ to be obligated to honor
(members, partners or shareholders)

all of the terms of this agreement.

Client Name

Client Authorized Signature

Date

Along with this Signature Resolution, please review and initial where indicated on the following pages below and return with signed contract:

- **SCHEDULE A - STANDARD TERMS AND CONDITIONS**

STANDARD TERMS AND CONDITIONS

Schedule A

This offer of services, including these terms and conditions, and any attachment hereto, contains the complete and final agreement between Keystone Associates Architects, Engineers and Surveyors, LLC (CONSULTANT) and CLIENT.

GENERAL TERMS & CONDITIONS

Ownership of Instruments of Service

All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional service, and Consultant shall retain ownership and property interest therein, including all copyrights. Upon payment for services rendered, Consultant grants Client a license to use instruments of Consultant's professional service for the purpose of constructing, occupying, or maintaining the Project. Reuse or modification of any such documents by Client, without Consultant's written permission, shall be at Client's sole risk, and Client agrees to indemnify, defend, and hold Consultant harmless from all claims, damages, and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

Electronic Files

Prior to the CONSULTANT providing to the CLIENT any instruments of Service in electronic form or the CLIENT providing to the CONSULTANT any electronic data for incorporation into the instruments of Service, the CLIENT and the CONSULTANT shall by separate written agreement set forth the specific conditions governing the format of such Instruments of Service or electronic data, including any special limitations or licenses not otherwise provided in this Agreement.

Standard of Care

The Consultant shall perform its services consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances ("Standard of Care"). The Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. Consultant makes no warranties or guarantees, expressed or implied, under this Agreement or otherwise in connection with Consultant's services. Notwithstanding any other representations made elsewhere in this Agreement or in the execution of the Project, this Standard of Care shall not be modified. The Consultant shall act as an independent contractor at all times during the performance of its services, and no term of this Agreement, either expressed or implied, shall create an agency or fiduciary relationship.

Opinions of Probable Construction Cost

Evaluations of the Client's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work, and updated estimates of the Cost of the Work prepared by the Consultant, represent the Consultant's judgment as a design professional. It is recognized, however, that neither the Consultant nor the Client has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Consultant cannot and does not warrant or represent that bids or negotiated prices will not vary from the Client's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Consultant.

Right of Entry

The CLIENT shall provide for the CONSULTANT's right to enter the property owned by the CLIENT and/or others in order for the

CONSULTANT to fulfill the Scope of Services included hereunder. Although the CONSULTANT will exercise reasonable care in performing its services, the CLIENT understands that use of testing or other equipment may unavoidably cause some damage, the correction of which is not part of this Agreement. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT, its officers, directors, employees and subconsultants (collectively, Consultant) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from procedures associated with testing or investigative activities or connected in any way with the discovery of hazardous materials or suspected hazardous materials on the property.

Promotional and Professional Materials

The Consultant shall have the right to include photographic or artistic representations of the design of the Project among the Consultant's promotional and professional materials. The Consultant shall be given reasonable access to the completed Project to make such representations. However, the Consultant's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Consultant in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Consultant in the Owner's promotional materials for the project.

Betterment:

If any item or component of the Project is required due to omission from the construction documents, Consultant's liability shall be limited to the reasonable costs of correction of the construction, less the cost to the Client if the omitted item or component had been initially included in the contract documents. All costs of errors, omissions, or other changes that result in betterment to the Project shall be borne by the Client and shall not be a basis of claim against the Consultant. It is intended by this provision that the Consultant will not be responsible for any cost or expense that provides betterment, upgrade, added value, or enhancement of the Project.

Disease Transmission Disclaimer and Liability Waiver:

It is understood that the analysis, design, and/or implementation of changes to mechanical systems should in no way be substituted for social distancing or any other recommendations from the National Institutes of Health (NIH) and Centers for Disease Control and Prevention (CDC). Mechanical system improvements will not reduce surface-related transmission of disease, including COVID-19, and therefore cannot on their own make a premises safe. There are multiple modes and circumstances under which disease transmission occurs, and mechanical systems are not capable of addressing all aspects of infection control. Disease prevention therefore cannot be solved by mechanical systems—or improvements to those systems—alone. As a result, Consultant cannot and does not guarantee against transmission of disease. Consultant makes no express representations or warranties and disclaims any implied representations or warranties relating to the condition of the premises and common areas, or any part thereof, including, but not limited to, the HVAC and other building systems, the indoor air quality within the premises and common areas, and the environmental condition of the premises and common areas. Consultant shall have no responsibility for the transmission of communicable disease such as COVID-19 or other corona

virus (Virus), or exposure of persons to Virus discovered at the premises. Consultant cannot prevent Client and/or Client's Invitees from becoming exposed to, contracting, or spreading Virus while utilizing Consultant's services. It is not possible to prevent against the presence of the disease. Therefore, if Client chooses to utilize Consultant's services, Client may be exposing Client or Client's Invitees to and/or increasing Client's and/or Client's Invitees' risk of contracting or spreading Virus. Client hereby releases, waives, discharges, and covenants not to sue Consultant from any and all damages, injuries, losses, liability, claims, causes of action, litigation, or demands, including but not limited to those for personal injury, sickness, or death, as well as property damages and expenses, of any nature whatsoever which may be incurred, directly or indirectly, now or in the future, in any way related to any pandemic or public health situation, or any Virus related health issue or exposure.

PAYMENT AND TERMINATION

Payment Due

Invoices shall be submitted by the CONSULTANT are due upon presentation and shall be considered past due if not paid within thirty (30) calendar days of the invoice date.

Interest

If payment in full is not received by the CONSULTANT within thirty (30) calendar days of the invoice date, invoices shall bear interest at one-and-one-half (1.5) percent (or the maximum rate allowable by law, whichever is less) of the PAST DUE amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

Collection Costs

If the CLIENT fails to make payments when due and the CONSULTANT incurs any costs in order to collect overdue sums from the CLIENT, the CLIENT agrees that all such collection costs incurred shall immediately become due and payable to the CONSULTANT. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable CONSULTANT staff costs at standard billing rates for the CONSULTANT's time spent in efforts to collect. This obligation of the CLIENT to pay the CONSULTANT's collection costs shall survive the term of this Agreement or any earlier termination by either party.

Suspension of Services

If the Client fails to make payments to the Consultant in accordance with this Agreement or fails to meet its other material responsibilities under this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Consultant's option, cause for suspension of performance of services under this Agreement. If the Consultant elects to suspend services, the Consultant shall give seven (7) days' written notice to the Client before suspending services. In the event of a suspension of services, the Consultant shall have no liability to the Client for delay or damage caused the Client because of such suspension of services. Before resuming services, the Consultant shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Consultant's services. The Consultant's fees for the remaining services and the time schedules shall be equitably adjusted.

Termination of Services

This Agreement may be terminated by either party upon not less than seven

(7) days' written notice should the other party fail substantially to perform in accordance with the terms of this agreement through no fault of the party initiating the termination.

This Agreement may be terminated by the CLIENT upon not less than seven (7) days' written notice to the CONSULTANT for the CLIENT's convenience and without cause.

If the CLIENT fails to make payment to the CONSULTANT in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by the CONSULTANT.

Set-offs, Backcharges, Discounts

Payment of invoices shall not be subject to any discounts or set-offs by the CLIENT, unless agreed to in writing by the CONSULTANT. Payment to the CONSULTANT for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

Satisfaction with Services

Payment of any invoice by the CLIENT to the CONSULTANT shall be taken to mean that the CLIENT is satisfied with the CONSULTANT's services to the date of payment and is not aware of any deficiencies in those services.

Disputed Invoices

If the CLIENT objects to any portion of an invoice, the CLIENT shall so notify the CONSULTANT in writing within seven (7) calendar days of receipt of the invoice. The CLIENT shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved by the court having jurisdiction. If such matter relates to or is the subject of a lien arising out of the CONSULTANT's services, the CONSULTANT may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to the resolution of the matter. Interest as stated above shall be paid by the CLIENT on all disputed invoice amounts that are subsequently resolved in the CONSULTANT's favor and shall be calculated on the unpaid balance from the due date of the invoice.

ALLOCATION OF RISK

Limitation of CONSULTANT's Liability

Neither the Consultant, Consultant's subconsultants, nor their agents or employees shall be jointly, severally, or individually liable to the Client in excess of the compensation to be paid pursuant to this Agreement or Fifty Thousand Dollars (\$50,000.00), whichever is greater, by reason of any act or omission, in tort or contract, including breach of contract, breach of warranty, or negligence.

Consequential Damages

The Consultant and Client waive consequential damages (such as lost profits, lost revenues, loss of use, loss of financing, and loss of reputation) for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages whether arising in contract, warranty, tort (including negligence), strict liability, or equity, or that might arise out of the parties' indemnification obligations.

Third Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the CONSULTANT. The CONSULTANT's services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services hereunder. The CLIENT and CONSULTANT agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

Delays

The CLIENT agrees that the CONSULTANT is not responsible for damages arising directly or indirectly from any delays for causes beyond the CONSULTANT's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency to act in timely manner; failure of performance by the CLIENT or the CLIENT's contractor's or CONSULTANTS; or discovery of any hazardous substances or differing site conditions.

In addition, if the delays resulting from any such causes increase the cost or time required by the CONSULTANT to perform its services in an orderly and efficient manner, the CONSULTANT shall be entitled to an equitable adjustment in schedule and/or compensation.

In the event Consultant is hindered, delayed, or prevented from performing its obligations under this Agreement as a result of any cause beyond its reasonable control, including but not limited to delays due to power or data system outages, acts of nature, public health emergencies including but not limited to infectious disease outbreaks and pandemics, governmental orders, or directives, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or review Consultant's services or design documents, delays caused by faulty performance by Client's contractors or consultants, or other unforeseen conditions, the time for completion of Consultant's services shall be extended by the period of resulting delay and compensation equitably adjusted. Client agrees that Consultant shall not be responsible for damages, nor shall the Consultant be deemed in default of this Agreement due to such delays.

Information Provided By Others

The CLIENT shall furnish, at the CLIENT's expense, all information, requirements, reports, data, surveys, and instructions required by this Agreement. The CONSULTANT may use such information, requirements, reports, data, surveys, and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.



2023 FEE SCHEDULE

HOURLY RATES			
Managing Member / Member	\$170.00/Hour	Sustainability Manager	\$ 80.00/Hour
Sr. Architect / Sr. Engineer / Sr. Surveyor	\$140.00/Hour	Environmental Scientist	\$ 75.00/Hour
Architect / Engineer / Surveyor	\$120.00/Hour	Sr. Technician	\$ 80.00/Hour
Sr. Environmental Scientist	\$120.00/Hour	Survey Technician	\$ 80.00/Hour
Sr. Construction Manager	\$110.00/Hour	Technician	\$ 70.00/Hour
Sr. Designer	\$120.00/Hour	Construction Administrator	\$ 70.00/Hour
Designer	\$ 90.00/Hour	Administration	\$ 60.00/Hour

ADDITIONAL RATES	
One (1) Man Crew w/GPS or Robotic	\$100.00/Hour
Expert Testimony & Related Investigations	\$150.00/Hour
NYS Prevailing Wage Rates One (1) Man Crew Two (2) Man Crew Three (3) Man Crew (All counties except as follows: Delaware, Orange, Rockland, Sullivan, Ulster Counties)	\$120.00/Hour \$240.00/Hour \$360.00/Hour
NYS Prevailing Wage Rates for Delaware, Orange, Rockland, Sullivan, Ulster Counties One (1) Man Crew Two (2) Man Crew Three (3) Man Crew	\$140.00/Hour \$280.00/Hour \$420.00/Hour

The above hourly rates include compensation for professional, technical and non-technical personnel time, equipment, materials, and overhead, which ordinarily would be incurred during the performance of our work. Services are normally billed monthly. A finance charge of 1.5% per month will be billed on all accounts not paid within 30 days of the invoice date. Member designates ownership percentage of firm.

The following reimbursable expenses are also included for your information:

REIMBURSABLE EXPENSES			
Reproduction/Prints		Postage/Courier	
In-House Prints 24x36	\$2.50/Each	Bulk Postage, Express Mail, UPS, FedEx, DHL, etc.	Cost + 15%
In-House Prints 30x42	\$3.00/Each	Miscellaneous	
In-House Mylars 24x36	\$10.00/Each	Consumable Supplies (Project Related)	Cost + 15%
In-House Mylars 30x42	\$15.00/Each	Outside Services	Cost + 15%
Photocopies		Geotechnical Drilling Services	Cost + 15%
In-House Service 8-1/2x11	\$0.15/Each	Travel	
In-House Service 8-1/2x14	\$0.20/Each	Mileage	\$0.65/Mile
In-House Service 11x17	\$0.30/Each	Meals/Lodging	Cost + 15%
Outside Services	Cost + 15%	Vehicle Rental/Fuel	Cost + 15%

RESOLUTION NO. _____

RESOLUTION APPROVING ABSTRACT NO. 6

The Town Board of the Town of Chenango, duly convened in Regular Session on, Wednesday, April 5, 2023, does hereby RESOLVE to pay the attached and incorporated herein Abstract of Bills.

Abstract 6 dated March 29,2023

General Fund - Voucher Nos. 171-214; Check Nos. 5857-5894, totaling the sum of \$37,148.16.

Highway Fund - Voucher Nos. 76-91; Check Nos. 1999-2013, totaling the sum of 42,139.28.

Water Fund - Voucher Nos. 41-52; Check Nos. 1935-1945, totaling the sum of \$8,789.04.

Sewer Fund/Sewer 12 - Voucher Nos. 66-80; Check Nos. 2359-2373, totaling the sum of \$19,462.66.

Special Districts/Street Lights – Voucher Nos. 7, Check Nos. 1204, totaling the sum of \$4,310.88.

Capital Projects – Voucher Nos.4-5: Check Nos. 1108-1109 totaling the sum of \$914.83.

WHEREAS, this resolution shall take effect immediately.

Offered by:

Seconded by:

CERTIFICATION

I, Lizanne Tiesi-Korinek, do hereby certify that I am the Town Clerk of the Town of Chenango and that the foregoing constitutes a true, correct and complete copy of a resolution duly adopted by the Town Board of the Town of Chenango at a meeting thereof held at Town Hall, 1529 NY RT 12, Binghamton, NY on this 5th day of April, 2023. Said resolution was adopted by the following roll call vote:

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

Town of Chenango Seal

Dated: April 5, 2023

Lizanne Tiesi-Korinek, Town Clerk
Town of Chenango

ABSTRACT OF AUDITED VOUCHERS

GENERAL FUND - TOWNWIDE

TOWN OF CHENANGO

Page 1 of 3

COUNTY, NEW YORK

DATE OF AUDIT: 03/29/2023

NUMBER 006

TOTAL CLAIMS: \$37,148.16

Joanne W. Klenow

To the Supervisor:

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

3/30/2023
Date

Kathleen Rudy

Town Clerk/Comptroller

Voucher #	Claimant/Invoice/Description	Account #	Amount	Check
171	ALLSEASONS TEXTILE SERVICES INC 1000966/Rubber Mats & Rags for Town Hall	A1620.400	✓ 119.75	5858 03/30/2023
172	BERT ADAMS DISPOSAL 33F00460-3.2023/Dumpster Service for Town Hall	A1620.400	✓ 359.51	5859 03/30/2023
173	BOND, SCHOENECK & KING, LLP 03.2023/Client ID: 110800 Matter ID: 435865	A1420.401	✓ 2,312.50	5860 03/30/2023
174	BROOME COUNTY INFORMATION TECH 23-128090/Town Hall 2023 Information Cards- Graphics	A1670.400	✓ 35.25	5861 03/30/2023
175	CINTAS FIRST AID & SAFETY 8406174850/Service Medicine Cabinet in Sewer Plant	A1620.400	✓ 106.16	5863 03/30/2023
175	CINTAS FIRST AID & SAFETY 8406174851/Service Medicine Cabinet in Highway Garage	A1620.400	✓ 112.82	5863 03/30/2023
175	CINTAS FIRST AID & SAFETY 8406174852/Service Medicine Cabinet in Town Hall	A1620.400	✓ 200.93	5863 03/30/2023
176	CONSTELLATION NEW ENERGY, INC. Stmnt. # 680546-114/Account for Near 1 Baker Road	A1620.400	✓ 27.73	5864 03/30/2023
177	COSTELLO, COONEY & FEARON PLLC 254391/Legal Services rendered for ZBA - Abbey	A1420.401	✓ 3,023.30	5865 03/30/2023
178	DIANE AURELIO 2023 1st qtr/Medicare Reimbursement for 1st qtr. 2023	A9060.800	✓ 420.51	5866 03/30/2023
179	Michelle Lavelle 1st QTR 2023/Medicare Reimbursement for 1st qtr. 2023	A9060.800	✓ 140.17	5884 03/30/2023
180	EASTERN MANAGED PRINT NETWORK 3777592/Base Rate charge for copiers - 3/20 - 4/19/23	A1670.400	✓ 119.01	5867 03/30/2023
181	ELECTRONIC BUSINESS PRODUCTS 1777272/Court Copier Contract	A1110.400	✓ 133.12	5868 03/30/2023
182	FIRSTLIGHT 13841671/Phone, Fax & Internet for Town Hall	A1620.400	✓ 825.55	5869 03/30/2023
183	FOLAND LUMBER 129526/Lumber for Wolfe Park Bridge	A7110.201	✓ 4,042.50	5870 03/30/2023
184	FRANK J. BENNETT 1st QTR 2023/Medicare Reimbursement for 1st qtr. 2023	A9060.800	494.70	5871 03/30/2023
186	GANNETT CENTRAL NY NEWSPAPERS 539383/Bealbe LLC Public hearing Notice - Variance	A1670.400	✓ 58.49	5872 03/30/2023

ABSTRACT OF AUDITED VOUCHERS

GENERAL FUND - TOWNWIDE

TOWN OF CHENANGO

Page 2 of 3

COUNTY, NEW YORK

DATE OF AUDIT: 03/29/2023

NUMBER 006

TOTAL CLAIMS: \$37,148.16

Voucher #	Claimant/Invoice/Description	Account #	Amount	Check
186	GANNETT CENTRAL NY NEWSPAPERS 5639376/Vick Public Hearing Notice - Variance	A1670.400	✓ 61.73	5872 03/30/2023
186	GANNETT CENTRAL NY NEWSPAPERS 5644362/Notice Special Meeting - Sewer laborers	A1670.400	✓ 83.77	5872 03/30/2023
187	Gavin Stiles 3/12/2023/Reimb for lunch & hotel balance @ conference	A8020.400	308.88	5873 03/30/2023
188	HANCOCK ESTABROOK LLP 481363/Legal matter - Town investigation	A1420.401	✓ 3,476.25	5874 03/30/2023
189	JANET SMITH 1ST QTR 2023/Medicare Reimbursement for 1st qtr. 2023	A9060.800	✓ 420.51	5876 03/30/2023
190	J.C. SMITH, INC. 1662929/Gloves, tie down straps, ratchet straps	A8540.400	✓ 238.75	5875 03/30/2023
191	JOHN HEATH 2023 1st QTR/Medicare Reimbursement for 1st qtr. 2023	A9060.800	✓ 494.70	5877 03/30/2023
192	KATHLEEN LINVILLE 2023 1st QTR/Medicare Reimbursement for 1st qtr. 2023	A9060.800	✓ 457.62	5878 03/30/2023
193	KEITH L. FULLER 1st QTR 2023/Medicare Reimbursement for 1st qtr. 2023	A9060.800	✓ 494.70	5879 03/30/2023
194	LEROY DEYO 2023 1st QTR/Medicare Reimbursement for 1st qtr. 2023	A9060.800	✓ 460.08	5880 03/30/2023
195	MARGARET A. TURNA 2023 1st QTR/Medicare Reimbursement for 1st qtr. 2023	A9060.800	✓ 457.62	5881 03/30/2023
196	MARK HUNT 2023 1ST QTR/Reimbursement for 1st QTR 2023	A9060.800	✓ 445.23	5882 03/30/2023
197	MICHAEL FEDISH CDL052223/Reg. for National Judicial College - Cases	A1110.400	✓ 199.00	5883 03/30/2023
198	NORTHGATE VACUUM 112560/Vacuum Bags in Garage	A1620.400	✓ 45.98	5885 03/30/2023
199	NYSEG 1004-7518-997/Acct. Near 1 Baker Road	A5182.400	✓ 374.00	5886 03/30/2023
200	NYSEG 1901-0000-677-3.2023/General Acct. w/ misc. fee	A1620.400	✓ 2,623.91	5886 03/30/2023
200	NYSEG 1901-0000-677-3.2023/Kattelville Road Traffic Light	A3310.400	✓ 29.83	5886 03/30/2023
200	NYSEG 1901-0000-677-3.2023/General Street Lights	A5182.400	✓ 1,911.55	5886 03/30/2023
201	PATRICIA ALMSTEAD 2023 1ST QTR/Medicare Reimb. for 1ST QTR 2023	A9060.800	✓ 201.00	5887 03/30/2023
202	RHONDA PUDIAK 2023 1ST QTR/Medicare Reimb. for 1ST QTR 2023	A9060.800	✓ 420.51	5888 03/30/2023
203	RONALD KEIBEL 2023 1st Qtr/Medicare Reimb. for 1ST QTR 2023	A9060.800	✓ 457.62	5889 03/30/2023

ABSTRACT OF AUDITED VOUCHERS

GENERAL FUND - TOWNWIDE

TOWN OF CHENANGO

Page 3 of 3

COUNTY, NEW YORK

DATE OF AUDIT: 03/29/2023

NUMBER 006

TOTAL CLAIMS: \$37,148.16

Voucher #	Claimant/Invoice/Description	Account #	Amount	Check
204	CHARTER COMMUNICATIONS 75160032023/Additional Internet for Town Hall	A1620.400	✓ 129.97	5862 03/30/2023
205	STAPLES BUSINESS ADVANTAGE 3532686913/Index cards, air freshner refills	A1660.400	✓ 66.36	5890 03/30/2023
205	STAPLES BUSINESS ADVANTAGE 3533307398/Pilot Pens & Post-its	A1660.400	✓ 24.32	5890 03/30/2023
205	STAPLES BUSINESS ADVANTAGE 3532824794/Digital Voice Recorders	A1660.400	✓ 97.62	5890 03/30/2023
206	SYRACUSE TIME & ALARM CO. INC 150981/Time Cards for Parks Dept.	A7110.400	✓ 26.00	5891 03/30/2023
207	SYRACUSE TIME & ALARM CO. INC 150962/Ink ribbon for Public Works time clock	A1620.400	✓ 45.00	5891 03/30/2023
208	W. Rick Fritz 3.15.2023/Reimb. for 1/2 cost of conference in Fingerlakes	A8020.400	✓ 445.00	5893 03/30/2023
209	WILLIAMSON LAW BOOK CO. 195724/WLB Town Clerk Plus Software	A1410.400	✓ 1,160.00	5894 03/30/2023
210	ALEXANDER N. URDA 830/Monthly Engineering charge - April 2023	A1440.400	✓ 3,059.60	5857 03/30/2023
211	ALEXANDER N. URDA 834/2023 Engineering- Abbey Trust SWPPP	A1440.405	✓ 749.14	5857 03/30/2023
212	ALEXANDER N. URDA 833/Zoning map and description	A1440.400	✓ 2,655.00	5857 03/30/2023
213	ALEXANDER N. URDA 832/2023 Annual Reporting & MS4 Program	A1440.403	✓ 2,329.40	5857 03/30/2023
214	THE HARTFORD 948313727696-G/Disability Insurance - 1st QTR 2023	A9055.800	✓ 165.51	5892 03/30/2023

ABSTRACT OF AUDITED VOUCHERS

HIGHWAY - TOWNWIDE FUND

TOWN OF CHENANGO

Page 1 of 2

COUNTY, NEW YORK

DATE OF AUDIT: 03/29/2023

NUMBER 006

TOTAL CLAIMS: \$42,139.28

To the Supervisor:

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

3/30/2023

Date

Kathleen A. Reid
Town Clerk/Comptroller

Voucher #	Claimant/Invoice/Description	Account #	Amount	Check
76	Allegiance Trucks Binghamton X812006744:01/Seal grommets to # 13	DA5130.400	13.52	1999 03/30/2023
77	Cardmember Service 13803996/Opus Inspection for 3 NY inspections	DA5130.400	150.00	2003 03/30/2023
78	CARGILL, INC. 2908100585/Bulk deicing salt	DA5142.400	2,181.16	2000 03/30/2023
79	CARGILL, INC. 2908110358/Bulk deicing salt delivered to the lot	DA5142.400	4,424.17	2000 03/30/2023
80	COOK BROS. TRIPLE CITIES TRUCK 1823102/Truck # 13 steel line to # 6	DA5130.400	63.23	2001 03/30/2023
80	COOK BROS. TRIPLE CITIES TRUCK 1820718/Muffler to # 13	DA5130.400	375.00	2001 03/30/2023
80	COOK BROS. TRIPLE CITIES TRUCK 1822085/Stock backup lights	DA5130.400	25.89	2001 03/30/2023
80	COOK BROS. TRIPLE CITIES TRUCK 1820317/Clamps to # 13	DA5130.400	44.79	2001 03/30/2023
81	CROSSROADS HIGHWAY SUPPLY, INC. 23600/Spreader Chain	DA5142.400	1,260.00	2002 03/30/2023
82	FIVE STAR EQUIPMENT, INC. P82018/Filters & elements for the rear portion of sweeper	DA5130.400	382.68	2004 03/30/2023
83	GRAINGER 9638069642/Gallons of white paint to paint # 19a	DA5130.400	138.56	2006 03/30/2023
84	GORICK CONSTRUCTION CO., INC. 22695/Tons of Snow Sand	DA5142.400	3,227.07	2005 03/30/2023
85	J.C. SMITH, INC. 1662929/Shovels, Rakes, Ashphalt lutes	DA5110.400	331.55	2007 03/30/2023
86	MIRABITO 5110.400/Gallons of Diesel Fuel	DA5110.400	24,754.05	2008 03/30/2023
87	TNR REPAIR LLC 2456/Replace head gasket on truck#19	DA5130.400	4,356.95	2010 03/30/2023
88	TRACEY ROAD EQUIPMENT X102050750:01/Credit	DA5130.400	-64.18	2011 03/30/2023
88	TRACEY ROAD EQUIPMENT X102050656:01/U-Bolt steel air tank	DA5130.400	64.18	2011 03/30/2023

ABSTRACT OF AUDITED VOUCHERS

HIGHWAY - TOWNWIDE FUND

TOWN OF CHENANGO

Page 2 of 2

COUNTY, NEW YORK

DATE OF AUDIT: 03/29/2023

NUMBER 006

TOTAL CLAIMS: \$42,139.28

Voucher #	Claimant/Invoice/Description	Account #	Amount	Check
88	TRACEY ROAD EQUIPMENT X102050695:01/Filters for the Sweeper	DA5130.400	284.60	2011 03/30/2023
89	VIKING CIVES USA 4523689/Crank handle for # 17	DA5130.400	66.03	2012 03/30/2023
90	VOLOS AUTO SUPPLY, INC. (NAPA) 668969/Power Steering Fluid to the Gradall	DA5130.400	15.48	2013 03/30/2023
90	VOLOS AUTO SUPPLY, INC. (NAPA) 665410/Lamp	DA5130.400	52.63	2013 03/30/2023
90	VOLOS AUTO SUPPLY, INC. (NAPA) 665551/Credit	DA5130.400	-52.63	2013 03/30/2023
91	THE HARTFORD 948313727696/Disability Insurance - 1st QTR 2023	DA9055.800	44.55	2009 03/30/2023

ABSTRACT OF AUDITED VOUCHERS

WATER OPERATING

Page 1 of 2

TOWN OF CHENANGO

COUNTY, NEW YORK

DATE OF AUDIT: 03/29/2023

NUMBER 006

TOTAL CLAIMS: \$8,789.04

To the Supervisor:

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

3/30/2023
Date

[Signature]
Town Clerk/Comptroller

Voucher #	Claimant/Invoice/Description	Account #	Amount	Check
41	AMREX CHEMICAL CO., INC. 241098/Hypochlorite Solution	F8330.400	321.85	1935 03/30/2023
41	AMREX CHEMICAL CO., INC. 241099/Hypochlorite Solution	F8330.400	410.35	1935 03/30/2023
42	Auto Zone 4702693513/Oil & Filter to # 59	F8340.400	68.59	1936 03/30/2023
43	BROOME BITUMINOUS PRODUCTS 61583/Cold Patch for water break on Wallace Rd.	F8340.400	203.46	1937 03/30/2023
44	BROOME BITUMINOUS PRODUCTS 61745/Cold Patch for water break on Ellen St.	F8340.400	182.63	1937 03/30/2023
44	BROOME BITUMINOUS PRODUCTS 61750/Cold Patch for water break on Kattelville Rd.	F8340.400	90.79	1937 03/30/2023
45	MICROBAC LABS, INC. P23007750/Field Chlorine, Free, Field Test	F8320.400	327.94	1938 03/30/2023
45	MICROBAC LABS, INC. P23008322/Drinking Water	F8320.400	93.79	1938 03/30/2023
45	MICROBAC LABS, INC. P23007548/Dioxane	F8320.400	162.75	1938 03/30/2023
45	MICROBAC LABS, INC. P23007547/Dioxane	F8320.400	162.75	1938 03/30/2023
46	NYSEG 1901-0000-677-W-3.2023/All Water Accounts	F8320.400	3,045.29	1939 03/30/2023
47	SENTRY ALARMS, LLC 496591/Digital alarm monitoring	F8320.400	1,359.00	1940 03/30/2023
48	SYRACUSE TIME & ALARM CO. INC 150981/Time Cards for Water Department	F8310.400	26.50	1941 03/30/2023
49	TALLMADGE TIRE OF BINGHAMTON 1-100264/2259 Dayton Rim 22.5 x 9 HD	F8340.200	1,236.00	1942 03/30/2023
49	TALLMADGE TIRE OF BINGHAMTON 1-100264/Valve with mount & dismount for 59D	F8340.400	188.00	1942 03/30/2023
50	TI SALES 155049/1" Neptunr T-10 Meter intergrated e-coder	F8340.200	494.23	1944 03/30/2023
50	TI SALES 155148/Swivel nut for 1" meter for Byrne Daily	F8340.200	50.22	1944 03/30/2023

ABSTRACT OF AUDITED VOUCHERS

WATER OPERATING

TOWN OF CHENANGO

Page 2 of 2

COUNTY, NEW YORK

DATE OF AUDIT: 03/29/2023

NUMBER 006

TOTAL CLAIMS: \$8,789.04

Voucher #	Claimant/Invoice/Description	Account #	Amount	Check
50	TI SALES 155049/Freight	F8340.400	27.94	1944 03/30/2023
51	USA BLUEBOOK 297864/Flowmatic Di Silent Check Valve	F8340.200	301.95	1945 03/30/2023
52	THE HARTFORD 948313727696/Disability Insurance - 1st QTR 2023	F9055.800	35.01	1943 03/30/2023

ABSTRACT OF AUDITED VOUCHERS

SEWER OPERATING

Page 1 of 2

TOWN OF CHENANGO

COUNTY, NEW YORK

DATE OF AUDIT: 03/29/2023

NUMBER 006

TOTAL CLAIMS: \$19,462.66

To the Supervisor:

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

3/30/2023
Date

[Signature]
Town Clerk/Comptroller

Voucher #	Claimant/Invoice/Description	Account #	Amount	Check
66	Auto Zone 4702690856/STP 5W-30 Oil & STP FS Dexo for S6	G8130.400	43.43	2359 03/30/2023
66	Auto Zone 4702698929/HEET gas driver & HEET gas line antifreeze	G8130.400	2.79	2359 03/30/2023
67	BERT ADAMS DISPOSAL 33F00462/1250 Front Street	G8130.400	78.17	2360 03/30/2023
67	BERT ADAMS DISPOSAL 33F00461/1250 River Road	G8130.400	78.68	2360 03/30/2023
68	BODEK SEPTIC & EXCAVATING 4563/Septic Pump - Chenango Heights	G8130.400	1,100.00	2361 03/30/2023
68	BODEK SEPTIC & EXCAVATING 4559/Septic Pump - Chenango Heights	G8130.400	1,100.00	2361 03/30/2023
68	BODEK SEPTIC & EXCAVATING 4564/Septic Pump - Pennview Apartments	G8130.400	1,100.00	2361 03/30/2023
69	DIEKOW ELECTRIC, INC. 4154/Work done @ Nirchi's & Valvoline Lift Stations	G8120.400	600.00	2363 03/30/2023
70	FRONTIER(60764864321107004) 110700-4-3.2023/Pennview Sewer Plant Phone	G8110.400	56.32	2365 03/30/2023
71	F. W. WEBB CO. 79718583/#3 HP Sewage Pump & Submersible Pump	G8120.200	7,304.35	2364 03/30/2023
71	F. W. WEBB CO. 80138372/Pipe Galv. 1 - 1/2" x 21	G8120.400	874.10	2364 03/30/2023
72	GRAINGER 964758404/Thermal Probe EXT Lead	G8130.400	299.46	2366 03/30/2023
73	JONES SPECIALITY SERVICES 29230/Repair of the infulent screen @ NG WWTP	G8130.400	1,850.00	2367 03/30/2023
74	LINDSEY LAWN & GARDEN, INC. 963539/Cutting Edges for WWTP John Deere Loader	G8130.400	373.34	2368 03/30/2023
75	MICROBAC LABS,INC. P23008719/Northgate Total Suspended Solids	G8130.400	343.89	2369 03/30/2023
75	MICROBAC LABS,INC. P23007546/Northgate- LLHG (Mercury) Testing	G8130.400	377.46	2369 03/30/2023
76	NYSEG 1901-0000-677-S-3.2023/Sewer accounts	G8120.400	778.54	2370 03/30/2023

ABSTRACT OF AUDITED VOUCHERS

SEWER OPERATING

TOWN OF CHENANGO

Page 2 of 2

COUNTY, NEW YORK

DATE OF AUDIT: 03/29/2023

NUMBER 006

TOTAL CLAIMS: \$19,462.66

Voucher #	Claimant/Invoice/Description	Account #	Amount	Check
76	NYSEG 1901-0000-677-S-3.2023/WWTP accounts	G8130.400	2,472.28	2370 03/30/2023
77	SENTRY ALARMS, LLC 496062/Parts & Labor for McGirks Sewer Lift Station	G8120.400	372.48	2371 03/30/2023
78	CHARTER COMMUNICATIONS 1423143749601031423/NG WWTP Internet & Phone	G8110.400	229.97	2362 03/30/2023
79	SYRACUSE TIME & ALARM CO. INC 150981/Time Cards for Sewer Dept.	G8110.400	17.50	2372 03/30/2023
80	THE HARTFORD 948313727696/Disability Insurance - 1st QTR 2023	G9055.800	9.90	2373 03/30/2023

ABSTRACT OF AUDITED VOUCHERS

LIGHT DISTRICT

Page 1 of 1

TOWN OF CHENANGO

COUNTY, NEW YORK

DATE OF AUDIT: 03/29/2023

NUMBER 006

TOTAL CLAIMS: \$4,310.88

To the Supervisor:

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

3/30/2023

Date

Katharine Rudy
Town Clerk/Comptroller

Voucher #	Claimant/Invoice/Description	Account #	Amount	Check
7	NYSEG 1901-0000-677-SL-3.2023/Special Districts Street Lights	SL5182.400	4,310.88	1204 03/30/2023

ABSTRACT OF AUDITED VOUCHERS

SEWER CONSOLIDATED

Page 1 of 1

TOWN OF CHENANGO

COUNTY, NEW YORK

DATE OF AUDIT: 03/29/2023

NUMBER 006

TOTAL CLAIMS: \$914.83

To the Supervisor:

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

3/30/2023

Date

[Signature]
Town Clerk/Comptroller

Voucher #	Claimant/Invoice/Description	Account #	Amount	Check
4	COUGHLIN & GERHART, LLP 300133875/Legal Services - WWPT Project 2/28/2023	H2-8110.200	810.00	1108 03/30/2023
5	GANNETT CENTRAL NY NEWSPAPERS 5634820/Legal Notice- Pub. Hearing Bond WWTP	H2-8110.200	104.83	1109 03/30/2023

At a meeting of the Town Board of the Town of Chenango, in the County of Broome, New York, held at the Town Hall, 1529 New York Route 12, Binghamton, New York, on the 5th day of April, 2023.

PRESENT:

Jo Anne Klenovic	Supervisor
Jim DiMascio	Councilperson
Eugene H. Hulbert, Jr.	Councilperson
David Johnson	Councilperson
Kevin Worden	Councilperson

In the Matter

of the

Joint Increase and Improvement of Facilities of Consolidated Sewer District Nos. 2, 3, 4, 5, 7, 7A, 8, 8A, 9, 10 and 12, in the Town of Chenango, in the County of Broome, New York, pursuant to Section 202-b of the Town Law

Offered by: _____

Seconded by: _____

RESOLUTION AND
ORDER AFTER PUBLIC
HEARING

WHEREAS, the Town Board of the Town of Chenango (herein sometimes called “Town Board” and “Town”, respectively), in the County of Broome, New York, on behalf of Consolidated Sewer District No. H2, wholly located within the Town, had caused Barton & Loguidice, D.P.C, Binghamton, New York, engineers duly licensed by the State of New York to prepare the map, plan, report and estimate of cost dated April 18, 2018 for the increase and improvement of facilities of such consolidated sewer district, consisting of the (i) construction of improvements to the Northgate

Wastewater Treatment Plant, including a new headworks building and the conversion to a membrane biological reactor system, (ii) enhancements to the collection system, including lift stations, and (iii) decommissioning and consolidation of the Pennview Wastewater Treatment Plant, including the construction of a new pump station and force main to convey sewage to the Northgate Wastewater Treatment Plant, and any ancillary or related work required in connection therewith (the “Consolidated Sewer Improvements”), all pursuant to said map, plan and report; and

WHEREAS, the Town Board of the Town on behalf of Sewer District No. 12, wholly located within the Town, had caused Lake Engineering, Binghamton, New York, engineers duly licensed by the State of New York, to prepare the map, plan and report, dated January 24, 2017 and had caused Barton & Loguidice, DPC, Binghamton, New York, engineers duly licensed by the State of New York to prepare an estimate of cost and preliminary engineering report, dated October 2017 and Addendum No. 1, dated July 27, 2018, for the increase and improvement of facilities of the Sewer District No. 12, consisting of the decommissioning of the Chenango Heights Wastewater Treatment Plant, including the construction of a new pump station and force main to convey sewage to the Northgate Wastewater Treatment Plant, and any ancillary or related work required in connection therewith (the “Sewer District No. 12 Sewer Improvements” and together with the “Consolidated Sewer Improvements” the “Sewer Improvements”), all pursuant to said map, plan and report and related documents; and

WHEREAS, the maximum amount proposed to be expended for the construction of the Sewer Improvements was estimated to be \$23,530,000, which was planned to be financed by the issuance of obligations of the Town and such cost to be assessed, levied and collected from the several lots and parcels of land within each of the respective sewer districts referred to above which the Town Board shall deem especially benefited by said facilities, so much upon and from each as shall be in just proportion to the amount of benefit which the improvement shall confer upon the same; and

WHEREAS, following public hearings, on June 20, 2018 and November 6, 2019, respectively, the Town Board authorized the (i) increase and improvement of facilities of the respective sewer districts, (ii) expenditure of \$23,530,000 therefor, and (iii) issuance of serial bonds of the Town in an aggregate amount of not to exceed \$23,530,000 to finance said estimated total cost of the Sewer Improvements outlined above; and

WHEREAS, due to an increase in costs of construction and building materials, the Town Board heretofore determined that the total cost of said Sewer Improvements was \$26,730,000 and caused an addendum to each map, plan and report to be prepared to reflect an increase in the aggregate cost of said Sewer Improvements; and

WHEREAS, on May 12, 2021, the Town Board further determined that it was in the best interest of the Town and the sewer districts to increase the estimated total cost of said Sewer Improvements from \$23,530,000 to \$26,730,000 and to also increase the amount of bonds authorized to finance said Sewer Improvements to \$26,730,000, by separate amending bond resolutions adopted on such date; and

WHEREAS, following the opening of bids for the construction of the Sewer Improvements, the Town Board heretofore determined that, due to an increase in costs of construction and building materials, the total cost of said Sewer Improvements was \$40,000,000; and

WHEREAS, on July 20, 2022, the Town adopted a resolution to consolidate Consolidated Sewer District No. H2 and Sewer District Nos. 8, 10 and 12 and any extensions thereof into a single district to be known as “Consolidated Sewer District Nos. 2, 3, 4, 5, 7, 7A, 8, 8A, 9, 10 and 12” (hereinafter the “Consolidated Sewer District”).

WHEREAS, on July 20, 2022, the Town Board further determined that it was in the best interest of the Town and the Consolidated Sewer District to increase the estimated total cost of the Sewer Improvements by \$13,270,000 and to increase the amount of bonds authorized to finance the Sewer Improvements from \$26,730,000 to \$40,000,000; and

WHEREAS, following the receipt of updated cost estimates for the Sewer Improvements, the Town Board further determined that the total cost of said Sewer Improvements is now \$48,000,000; and

WHEREAS, the Town Board further determined that it is in the best interest of the Town and the Consolidated Sewer District to increase the estimated total cost of the Sewer Improvements by \$8,000,000 and to increase the amount of bonds authorized to finance the Sewer Improvements from \$40,000,000 to \$48,000,000; and

WHEREAS, the Town Board complied in every respect with all applicable federal, State and local laws and regulations regarding environmental matters, including the Town Board, acting as Lead Agency for the Sewer Improvement, had heretofore made appropriate and necessary findings pursuant to the State Environmental Quality Review Act (SEQRA), constituting Article 8 of the Environmental Conservation Law and 6 N.Y.C.R.R., Regulations Part 617.5, and determined that no substantial adverse environmental impact will be caused by the Sewer Improvements, and a Negative Declaration was adopted, and

WHEREAS, the Town Board adopted an Order describing in general terms the proposed increase and improvement of such facilities, specifying the new estimated cost thereof, and stating the Town Board would hold a public hearing to hear all persons interested in said increase and improvement of facilities on April 5, 2023 at 6:00 o'clock P.M. (Prevailing Time);

WHEREAS, a Notice of such public hearing was duly published and posted pursuant to the provisions of Article 12 of the Town Law; and

WHEREAS, such public hearing was duly held by the Town Board on the date hereof at 6:00 o'clock P.M. (Prevailing Time), with considerable discussion on the matter having been had and all persons desiring to be heard having been heard, including those in favor of and those in opposition to said increase and improvement of such facilities.

Now, therefore, be it

DETERMINED, that it is in the public interest to increase and improve the facilities of the Consolidated Sewer District as hereinabove described, at the estimated maximum cost of \$48,000,000; and it is hereby

ORDERED, that the facilities of the Consolidated Sewer District shall be so increased and improved and that the engineer shall prepare plans and specifications and make a careful estimate of the expense of said increase and improvement of such facilities and, with the assistance of the Town Attorney, shall prepare a proposed contract for such increase and improvement of facilities of the Consolidated Sewer District, which plans and specifications, estimate and proposed contract shall be presented to the Town Board as soon as possible; and it is hereby

FURTHER ORDERED, that the expense of said joint increase and improvement of facilities shall be financed by the issuance of not to exceed \$48,000,000 obligations of the Town; the debt service on such obligations shall be annually apportioned within the Consolidated Sewer District by the Town Board and the amounts so apportioned, shall be assessed, levied and collected from the several lots and parcels of land within the Consolidated Sewer District which the Town Board shall deem especially benefited by said facilities, so much upon and from each as shall be in just proportion

to the amount of benefit which the improvement shall confer upon the same to pay the principal of and interest on said obligations as the same shall become due and payable, and

FURTHER ORDERED, that the Town Clerk record, or cause to be recorded, a certified copy of this Resolution and Order After Public Hearing in the office of the Clerk of Broome County within ten (10) days after adoption thereof.

DATED: April 5, 2023

(SEAL)

TOWN BOARD OF THE TOWN OF CHENANGO

The adoption of the foregoing Resolution and Order was duly put to a vote, which resulted as follows:

AYES:

NOES:

The Resolution and Order was declared adopted.

* * * * *

RESOLUTION OF THE TOWN OF CHENANGO, NEW YORK,
ADOPTED APRIL 5, 2023, FURTHER AMENDING THE BOND
RESOLUTION ADOPTED ON JULY 20, 2022, WHICH
HERETOFORE AMENDED AND CONSOLIDATED THE BOND
RESOLUTIONS ADOPTED ON NOVEMBER 6, 2019 AND JUNE 20,
2018, EACH AMENDED ON MAY 12, 2021, RELATING TO THE
JOINT INCREASE AND IMPROVEMENT OF FACILITIES OF THE
TOWN'S SEWER DISTRICTS

Recital

WHEREAS, the Town Board of the Town of Chenango (herein sometimes called "Town Board" and "Town", respectively), in the County of Broome, New York, on behalf of Consolidated Sewer District No. H2, wholly located within the Town, had caused Barton & Loguidice, D.P.C, Binghamton, New York, engineers duly licensed by the State of New York to prepare the map, plan, report and estimate of cost dated April 18, 2018 for the increase and improvement of facilities of such consolidated sewer district, consisting of the (i) construction of improvements to the Northgate Wastewater Treatment Plant, including a new headworks building and the conversion to a membrane biological reactor system, (ii) enhancements to the collection system, including lift stations, and (iii) decommissioning and consolidation of the Pennview Wastewater Treatment Plant, including the construction of a new pump station and force main to convey sewage to the Northgate Wastewater Treatment Plant, and any ancillary or related work required in connection therewith (the "Consolidated Sewer Improvements"), all pursuant to said map, plan and report; and

WHEREAS, the Town Board of the Town on behalf of Sewer District No. 12, wholly located within the Town, had caused Lake Engineering, Binghamton, New York, engineers duly licensed by the State of New York, to prepare the map, plan and report, dated January 24, 2017 and had caused Barton & Loguidice, DPC, Binghamton, New York, engineers duly licensed by the State of New York to prepare an estimate of cost and preliminary engineering report, dated October 2017 and Addendum No. 1, dated July 27, 2018, for the increase and improvement of facilities of the Sewer

District No. 12, consisting of the decommissioning of the Chenango Heights Wastewater Treatment Plant, including the construction of a new pump station and force main to convey sewage to the Northgate Wastewater Treatment Plant, and any ancillary or related work required in connection therewith (the “Sewer District No. 12 Sewer Improvements” and together with the “Consolidated Sewer Improvements” the “Sewer Improvements”), all pursuant to said map, plan and report and related documents; and

WHEREAS, the maximum amount proposed to be expended for the construction of the Sewer Improvements was estimated to be \$23,530,000, which was planned to be financed by the issuance of obligations of the Town and such cost to be assessed, levied and collected from the several lots and parcels of land within each of the respective sewer districts referred to above which the Town Board shall deem especially benefited by said facilities, so much upon and from each as shall be in just proportion to the amount of benefit which the improvement shall confer upon the same; and

WHEREAS, following public hearings, on June 20, 2018 and November 6, 2019, respectively, the Town Board authorized the (i) increase and improvement of facilities of the respective sewer districts, (ii) expenditure of \$23,530,000 therefor, and (iii) issuance of serial bonds of the Town in an aggregate amount of not to exceed \$23,530,000 to finance said estimated total cost of the Sewer Improvements outlined above; and

WHEREAS, due to an increase in costs of construction and building materials, the Town Board heretofore determined that the total cost of said Sewer Improvements was \$26,730,000 and caused an addendum to each map, plan and report to be prepared to reflect an increase in the aggregate cost of said Sewer Improvements; and

WHEREAS, on May 12, 2021, the Town Board further determined that it was in the best interest of the Town and the sewer districts to increase the estimated total cost of said Sewer

Improvements from \$23,530,000 to \$26,730,000 and to also increase the amount of bonds authorized to finance said Sewer Improvements to \$26,730,000, by separate amending bond resolutions adopted on such date; and

WHEREAS, following the opening of bids for the construction of the Sewer Improvements, the Town Board heretofore determined that, due to an increase in costs of construction and building materials, the total cost of said Sewer Improvements was \$40,000,000; and

WHEREAS, on July 20, 2022, the Town adopted a resolution to consolidate Consolidated Sewer District No. H2 and Sewer District Nos. 8, 10 and 12 and any extensions thereof into a single district to be known as “Consolidated Sewer District Nos. 2, 3, 4, 5, 7, 7A, 8, 8A, 9, 10 and 12” (hereinafter the “Consolidated Sewer District”); and

WHEREAS, following the consolidation of the existing sewer districts in the Town and any extensions thereof into the Consolidated Sewer District, the Town Board adopted an amending bond resolution on July 20, 2022 to amend and consolidate the bond resolutions adopted on June 20, 2018 and November 6, 2019, respectively, each of which were amended on May 12, 2021, into a single amended bond resolution that increased the estimated total cost of the Sewer Improvements to \$40,000,000 and authorized bonds in the principal amount of not to exceed \$40,000,000 for the Sewer Improvements; and

WHEREAS, following the receipt of updated cost estimates for the Sewer Improvements, the Town Board further determined that the total cost of said Sewer Improvements is now \$48,000,000; and

WHEREAS, the Town Board further determined that it is in the best interest of the Town and the Consolidated Sewer District to increase the estimated total cost of the Sewer

Improvements by \$8,000,000 and to increase the amount of bonds authorized to finance the Sewer Improvements from \$40,000,000 to \$48,000,000; and

WHEREAS, the Town Board complied in every respect with all applicable federal, State and local laws and regulations regarding environmental matters, including the Town Board, acting as Lead Agency for the Sewer Improvements, had heretofore made appropriate and necessary findings pursuant to the State Environmental Quality Review Act (SEQRA), constituting Article 8 of the Environmental Conservation Law and 6 N.Y.C.R.R., Regulations Part 617.5, and determined that no substantial adverse environmental impact will be caused by the Sewer Improvements, and a Negative Declaration was adopted; and

WHEREAS, after a public hearing duly called and held on the date hereof, the Town Board of the Town determined that it is in the public interest to increase and improve the facilities of the Consolidated Sewer District at the estimated maximum cost of \$48,000,000, and ordered that such facilities be so increased and improved.

Now, therefore, be it

RESOLVED BY THE TOWN BOARD OF THE TOWN OF CHENANGO, IN THE COUNTY OF BROOME, NEW YORK (by the favorable vote of not less than two-thirds of all the members of said Board) AS FOLLOWS:

Section (A) The Bond Resolution of said Town duly adopted by the Town Board July 20, 2022, entitled:

“BOND RESOLUTION OF THE TOWN OF CHENANGO, NEW YORK, ADOPTED JULY 20, 2022 AMENDING AND COSOLIDATING THE BOND RESOLUTIONS ADOPTED ON JUNE 20, 2018, NOVEMBER 6, 2019, EACH PREVIOUSLY AMENDED ON

MAY 12, 2021, APPROPRIATING \$40,000,000 FOR THE INCREASE AND IMPROVEMENT OF FACILITIES OF CONSOLIDATED SEWER DISTRICT NOS. 2, 3, 4, 5, 7, 7A, 8, 8A, 9, 10 AND 12 AND AUTHORIZING THE ISSUANCE OF BONDS OF SAID TOWN IN THE PRINCIPAL AMOUNT OF \$40,000,000 TO FINANCE SAID APPROPRIATION,”

is hereby amended to read as follows:

BOND RESOLUTION OF THE TOWN OF CHENANGO, NEW YORK, ADOPTED APRIL 5, 2023 AMENDING THE BOND RESOLUTION ADOPTED ON JULY 20, 2022, WHICH AMENDED AND CONSOLIDATED THE BOND RESOLUTIONS ADOPTED ON JUNE 20, 2018, NOVEMBER 6, 2019, EACH AMENDED ON MAY 12, 2021, APPROPRIATING \$48,000,000 FOR THE INCREASE AND IMPROVEMENT OF FACILITIES OF CONSOLIDATED SEWER DISTRICT NOS. 2, 3, 4, 5, 7, 7A, 8, 8A, 9, 10 AND 12 AND AUTHORIZING THE ISSUANCE OF BONDS OF SAID TOWN IN THE PRINCIPAL AMOUNT OF \$48,000,000 TO FINANCE SAID APPROPRIATION

Offered by: _____

Seconded By: _____

RESOLVED BY THE TOWN BOARD OF THE TOWN OF CHENANGO, IN THE COUNTY OF BROOME, NEW YORK (by the favorable vote of not less than two-thirds of all the members of said Board) AS FOLLOWS:

Section 1. The Town hereby appropriates the amount of \$48,000,000 for the increase and improvement of facilities of the Consolidated Sewer District Nos. 2, 3, 4, 5, 7, 7A, 8, 8A, 9, 10 and 12, consisting of the (i) construction of improvements to the Northgate Wastewater Treatment Plant, including a new headworks building and the conversion to a membrane biological reactor system, (ii) enhancements to the collection system, including lift stations, (iii) decommissioning and consolidation of the Pennview Wastewater Treatment Plant, including the construction of a new pump station and force main to convey sewage to the Northgate Wastewater Treatment Plant and (iv) decommissioning of the Chenango Heights Wastewater Treatment Plant, including the construction of a new pump station and force main to convey sewage to the Northgate Wastewater Treatment Plant, all as further

described in the respective map, plan, report and estimate of cost prepared for the Town and referred to in the Recitals hereof, and any ancillary or related work required in connection therewith (collectively, herein called the "Sewer Improvements"). The estimated maximum cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is \$48,000,000. The plan of financing includes the issuance of \$48,000,000 bonds of the Town to finance said appropriation; the debt service on such obligations shall be annually apportioned among the Districts by the Town Board and the amounts so apportioned, shall be assessed, levied and collected from the several lots and parcels of land within each of the Districts which the Town Board shall deem especially benefited by said facilities, so much upon and from each as shall be in just proportion to the amount of benefit which the improvement shall confer upon the same to pay the principal of and interest on said obligations as the same shall become due and payable.

Section 2. Bonds of the Town are hereby authorized to be issued in the principal amount of \$48,000,000 pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called the "Law"), to finance said appropriation.

Section 3. The following additional matters are hereby determined and stated:

(a) The period of probable usefulness of the object or purpose for which said bonds are authorized to be issued, within the limitations of Section 11.00 a. 4 of the Law, is forty (40) years.

(b) The proceeds of the bonds herein authorized and any bond anticipation notes issued in anticipation of said bonds may be applied to reimburse the Town for expenditures made after the effective date of this resolution. The foregoing statement of intent with respect to reimbursement is made in conformity with Treasury Regulation Section 1.150-2 of the United States Treasury Department.

(c) The proposed maturity of the serial bonds authorized by this resolution will exceed five (5) years.

Section 4. Each of the bonds authorized by this resolution and any bond anticipation notes issued in anticipation of said bonds shall contain the recital of validity prescribed by Section 52.00 of the Law and said bonds and any notes issued in anticipation said bonds shall be general obligations of the Town, payable as to both principal and interest by a general tax upon all the taxable real property within the Town. The faith and credit of the Town are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and any notes issued in anticipation of the sale of said bonds, and provision shall be made annually in the budget of the Town by appropriation for (a) the amortization and redemption of the bonds and any notes issued in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 5. Subject to the provisions of this resolution and of the Law and pursuant to the provisions of Section 21.00 of the Law relative to the authorization of the issuance of bonds with substantially level or declining annual debt service, Section 30.00 relative to the authorization of the issuance of bond anticipation notes and Section 50.00 and Sections 56.00 to 60.00 and 168.00 of the Law, the powers and duties of the Town Board relative to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized, and the renewals of said bond anticipation notes, and as to executing contracts for credit enhancements and providing for substantially level or declining annual debt service, are hereby delegated to the Supervisor, the chief fiscal officer of the Town.

Section 6. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of said bonds, may be contested only if:

- (a) such obligations are authorized for an object or purpose for which the Town is not authorized to expend money, or

- (b) the provisions of law which should be complied with at the date of the publication of such resolution, or a summary thereof, are not substantially complied with, and

an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

- (c) such obligations are authorized in violation of the provisions of the constitution.

Section 7. This resolution shall take effect immediately and the Town Clerk is hereby authorized and directed to publish the foregoing bond resolution, in summary, in the "*Press & Sun Bulletin*," a newspaper having a general circulation in said Town, which newspaper is hereby designated as the official newspaper of the Town for such publication, together with the Town Clerk's statutory notice in the form prescribed by Section 81.00 of the Local Finance Law of the State of New York.

Section (B) The amendment of the bond resolution set forth in Section A of this resolution, shall in no way affect the validity of the liabilities incurred, obligations issued, or action taken pursuant to said bond resolution, and all such liabilities incurred, obligations issued, or action taken shall be deemed to have been incurred, issued or taken pursuant to said bond resolution, as so amended.

The adoption of the foregoing Amending Bond Resolution was duly put to a vote, which resulted as follows:

AYES:

NOES:

The Resolution was declared adopted.

RESOLUTION NO. _____

CORRECTION RESOLUTION AUTHORIZING PURCHASE OF DOORS

The Town Board of the Town of Chenango, duly convened in Regular Session, April 5, 2023, does hereby RESOLVE as follows:

WHEREAS, the Town Board of the Town of Chenango authorized the purchase of certain doors on February 22, 2023; and

WHEREAS, following the authorization the Public Works Superintendent, Gregory Burden, noticed a typographical error on the winning bid; and

WHEREAS, such bid mistakenly did not add \$3,587.95 in the sum total; and

WHEREAS, after remedying the typographical error, the low bidder remains Kelley Bros, LLC, in the amount of \$10,995.05;

WHEREAS, the Town Board of the Town of Chenango wishes to correct the attached resolution from February 22, 2023 to award such contract to Kelley Bros, LLC for \$10,995.05.

NOW, THEREFORE, IT IS HEREBY RESOLVED, by the Town Board of the Town of Chenango authorizes the purchase of the doors from Kelley Bros, LLC in the amount of \$10,995.05; and be it further

RESOLVED, that the funds for such purchase be taken from A1620.200; and be it further

RESOLVED, that this Resolution shall take effect immediately.

Offered by:

Seconded by:

CERTIFICATION

I, Lizanne Tiesi-Korinek, do hereby certify that I am the Town Clerk of the Town of Chenango and that the foregoing constitutes a true, correct and complete copy of a resolution duly adopted by the Town Board of the Town of Chenango at a meeting thereof held on this 5th day of April, 2023. Said resolution was adopted by the following roll call vote:

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

Town of Chenango Seal

Dated: April 5, 2023

Lizanne Tiesi-Korinek
Town Clerk of the Town of Chenango



Kelley Bros, LLC
 Box 177
 Colvin Station
 Syracuse, NY 13205
 Phone: 877-247-5992

CUSTOMER PROPOSAL

Project Number: 6-2348251-1
 Proposal Date: 2/1/2023
 Re-Print Date: 3/27/2023
JOB NAME: Town Hall - Front Door Replacement

Jake Kopylczak, Sales Rep

Acct#: C20223

Sold To: Town Of Chenango
Kathy Rudy
Accounts Payable
1529 NY Highway 12
Binghamton, NY 13901
Tel: 607-648-4809 x3
Fax: 607-648-8511

Attn:

Ship To: Town Of Chenango
Greg Burden
1529 NY Highway 12

Binghamton, NY 13901
Tel: 607-648-4809 x7
Cell:

<u>Qty</u>	<u>Mfr Part# / Description</u>	<u>Unit Price</u>	<u>Extended</u>
<u>Jefferson County Contract #2019B-5</u>			
1	6'0" X 7'0" Pair of Aluminum Doors. 1" Insulated Glass with Wide Stile and Rail. Doors prepped and provided with full mortise continuous hinge and door sweeps.	\$3,587.95	\$3,587.95
Note: <u>Remount power door operator on RHR leaf.</u>			
1	351-UO x TB x EN ~ Closer - Universal Arm Pack~	\$415.80	\$415.80
1	QEL-9547EO x 338 x 385A x 3'-4' x 80"h RHR x None/313 ~ Exit Device - CVR~	\$2,338.80	\$2,338.80
1	9547EO x 338 x 385A x 3'-4' x 80"h LHR x None/313 ~ Exit Device - CVR~	\$2,338.80	\$2,338.80
1	K-DL 38B, Keedex 18" x 3/8" Door Loop, Duranodic (DKB)	\$23.44	\$23.44
	Labor to remove existing doors and replace with new aluminum doors, locking hardware, hinges, door closers, and door sweeps.		\$2,200.00

NET 30 subject to credit approval Prices quoted valid For 30 days Orders may be subject to \$25.00 minimum.

Freight is PrePay and Add unless otherwise specified in writing.

Credit Card orders will be charged PRIOR to delivery and receipt will be provided upon request. Credit cards used 30 days after sale date subject to a 3% fee.

Returns must be requested through issuing office and are subject to restocking fees.

Due to recent US Supreme Court ruling, we may have to charge sales tax if required by law unless the project is specifically tax exempt.

<u>Qty</u>	<u>Mfr Part# / Description</u>	<u>Unit Price</u>	<u>Extended</u>
1	PT105 S5(DKB) Electric Power Transfer(EPT-5)	\$90.26	\$90.26

Customer PO#: *Signed Proposal*

Customer Acceptance: _____ Date: _____

Printed Name: _____

SubTotal:	\$ 10,995.05
Freight:	0
Tax:	\$ 0.00
Project Total:	\$ 10,995.05

NET 30 subject to credit approval. Prices quoted valid For 30 days Orders may be subject to \$25.00 minimum.

Freight is PrePay and Add unless otherwise specified in writing.

Credit Card orders will be charged PRIOR to delivery and receipt will be provided upon request. Credit cards used 30 days after sale date subject to a 3% fee.

Returns must be requested through issuing office and are subject to restocking fees.

Due to recent US Supreme Court ruling, we may have to charge sales tax if required by law unless the project is specifically tax exempt.

RESOLUTION NO. 45
RESOLUTION AUTHORIZING PURCHASE OF DOORS

The Town Board of the Town of Chenango, duly convened in Regular Session, February 22, 2023, does hereby RESOLVE as follows:

WHEREAS, the Public Works Superintendent, Gregory Burden of the Town of Chenango, has recommended and requested the purchase and replacement of certain doors; and

WHEREAS, the Public Works Superintendent in accordance with the Town's Procurement Policy has procured two (2) quotes for the doors and installation; and

WHEREAS, the Public Works Superintendent has recommended the Town award said contract to Kelley Bros, LLC, the low bidder, in the amount of \$7,316.84; and

WHEREAS, the Town Budget Officer has recommended that the funds for the purchase be taken from Town Budget line A1620.200 Buildings & Grounds Equipment; and

WHEREAS, the Town Board of the Town of Chenango authorizes the purchasing of the doors based on the attached and incorporated herein in as Exhibit A quote from Kelley Bros, LLC; and

WHEREAS, the Town Board has determined such purchase to be in the best interest of the Town of Chenango.

NOW, THEREFORE, IT IS HEREBY RESOLVED, by the Town Board of the Town of Chenango authorizes the purchase of the doors from Kelley Bros, LLC in the amount of \$7,316.84; and be it further

RESOLVED, that the funds for such purchase be taken from A1620.200; and be it further

RESOLVED, that this Resolution shall take effect immediately.

Offered by: Jim DiMascio

Seconded by: Gene Hulbert


CERTIFICATION

I, Lizanne Tiesi-Korinek, do hereby certify that I am the Town Clerk of the Town of Chenango and that the foregoing constitutes a true, correct and complete copy of a resolution duly adopted by the Town Board of the Town of Chenango at a meeting thereof held on this 22nd day of February, 2023. Said resolution was adopted by the following roll call vote:

Supervisor Jo Anne Klenovic	<u> Aye </u>
Councilperson David Johnson	<u> Aye </u>
Councilperson Gene Hulbert Jr.	<u> Aye </u>
Councilperson Kevin Worden	<u> Aye </u>
Councilperson Jim DiMascio	<u> Aye </u>

Town of Chenango Seal

Dated: February 22, 2023


Lizanne Tiesi-Korinek
Town Clerk of the Town of Chenango



Kelley Bros, LLC
 Box 177
 Colvin Station
 Syracuse, NY 13205
 Phone: 877-247-5992

CUSTOMER PROPOSAL

Project Number: 6-2348251-0

Proposal Date: 2/1/2023

Re-Print Date: 2/3/2023

JOB NAME: Town Hall - Front Door Replacement

Jake Kopylczak, Sales Rep

Acct#: C20223

Sold To: Town Of Chenango
Kathy Rudy
Accounts Payable
1529 NY Highway 12
Binghamton, NY 13901
Tel: 607-648-4809 x3
Fax: 607-648-8511

Attn:

Ship To: Town Of Chenango
Greg Burden
1529 NY Highway 12

Binghamton, NY 13901
Tel: 607-648-4809 x7
Cell:

<u>Qty</u>	<u>Mfr Part# / Description</u>	<u>Unit Price</u>	<u>Extended</u>
<u>Jefferson County Contract #2019B-5</u>			
	6'0" X 7'0" Pair of Aluminum Doors. 1" Insulated Glass with Wide Stile and Rail. Doors prepped and provided with full mortise continuous hinge and door sweeps.	\$3,587.95	
Note: <u>Remount power door operator on RHR leaf.</u> <u>Reuse existing pull trims.</u>			
1	351-UO x TB x EN ~ Closer - Universal Arm Pack~	\$415.80	\$415.80
2	QEL-9547DT x 550DT x 338 x 385A x 3'-4' x 80"h x US10B/313 ~ Exit Device - CVR~	\$2,338.80	\$4,677.60
1	K-DL 38B, Keedex 18" x 3/8" Door Loop, Duranodic (DKB)	\$23.44	\$23.44
	Labor to remove existing doors and replace with new aluminum doors, locking hardware, hinges, door closers, and door sweeps.		\$2,200.00

Customer PO#:

Customer Acceptance: _____ Date: _____

Printed Name: _____

SubTotal:	\$ 7,316.84
Freight:	0
Tax:	\$ 0.00
Project Total:	\$ 7,316.84

NET 30 subject to credit approval Prices quoted valid For 30 days Orders may be subject to \$25.00 minimum.

Freight is PrePay and Add unless otherwise specified in writing.

Credit Card orders will be charged PRIOR to delivery and receipt will be provided upon request. Credit cards used 30 days after sale date subject to a 3% fee.

Returns must be requested through issuing office and are subject to restocking fees.

Due to recent US Supreme Court ruling, we may have to charge sales tax if required by law unless the project is specifically tax exempt.



Northeastern Plate Glass Corp

3 Alice Street
Binghamton, NY 13904
Bus: 607-772-1810 Fax: 607-772-1855
www.northeasternplateglass.com
License: 160901885

Date	Sales	Customer	Quotation
08/30/22	FredH	1207	7944

Town of Chenago
1529 NY State Rt 12
Binghamton, NY 13901

Bus: (607) 760-6240

Main Entrance Doors

Job Contact:
Greg Burden
Cell: (607) 760-6240

Delivery	Sales	Terms	Scope of Work	Tax / Authority	Customer PO
-----	FredH	Net 30 Days	Furnish & Install	.00% NoTax	-----

QTY	ITEM DESCRIPTION	UNIT PRICE	AMOUNT
1	Furnish and Install: 1- 6070 Pair of Bronze Anodized 350 Medium Stile Aluminum Doors with Paneline Exit Devices. 1 Door Leaf to have an Electric Retraction Exit Device, the other door to be standard only Exit Device. Includes: Prevailing Wages EPT-10 Power Transfer on Active Leaf EI Power Supply on Active Leaf 1/4" Tempered Glass Standard Kawneer Cylinder Removal of existing doors Standard Threshold Sweeps Excludes: Sales Tax Electrical Hook Ups Card Readers	\$15,675.00	\$15,675.00

Sub-Total	\$15,675.00
Sales Tax	\$0.00
Total	\$15,675.00

Any warranties on the products sold hereby are those made by the manufacturer. The seller (above named dealership) hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

Due to the nature of the product, Northeastern Plate Glass Corp. cannot be responsible for breakage of a customer's own glass products when attempting to repair or alter them as requested by the customer. We are not responsible for any customer property left more than 30 days after work is completed.

I understand that special order products cannot be returned to the manufacturer by Northeastern Plate Glass Corp. and I accept the responsibility of insuring that Northeastern Plate Glass Corp. will be reimbursed for costs incurred in the event that the above order is cancelled before completion.

Job Technician: _____ Date: _____

Accepted By: _____ Date: _____

Prices are in effect for a period of 30 days from the quotation date above.

<u>UPDATED AS OF MARCH 27, 2023</u>	4.5.23	5.3.23
	4.19.23	5.17.23
<u>PROJECT / DISCUSSION</u>	<u>POTENTIAL AGENDA DATE</u>	<u>ACTION / RESOLUTION</u>
2024 Budget		
a.) Data Processing Salary / Job Description	TBD	
b.) Review of Stipends for Safety Administrator	September 2023	
c.) Fund Balance Usage	5/3/2023	
Dept. Head Evaluation		
a.) Personnel Matter - Ordinance	4/5/2023	
b.) Evaluation	6/14/2023	
DPW		
Engineering - Urda		
a.) Drinking Water Study - Applewood / Maplewood	Urda Engineering	
b.) I-81N Exit 6 Front St. Water Main Replacement	Urda Engineering	
c.) Frederick Rd Study	Urda Engineering	
Ethics Code Policy		
a.) Recruitment for Ethics Board	TBD	
b.) J. Freer Complaint	4/5/2023	
Flood Mitigation		
*HMPG Grant	Submitted 5/31/22	
*Wallace Road Project	Ongoing	
*Frederick Road Project	Ongoing	
Highway Dept.		
Ordinance Dept.		

*Zoning Chenango Properties - Intro to Law Resolution	June?	Public Hearing TBD
*Town Zoning Distric Map	4/19/2023	
*Chenango Parks / Open District	September	Keegan / Alex
*Solar Farms - Draft Local Law	TBD	Public Hearing 3/8/23
*Zoning for Storage Containers		Planning Board
Safety Committee		
*Building Security - Safety Report	4/19/2023	
c.) ADA Accessibility - Community Room	TBD	
*Town of Chenango Safety Manual	June?	
*Workforce Violence Plan	June?	
Staff		
*Comp Time Policy	8/1/2023	
*Work Rules	8/1/2023	
*Staffing Review	6/14/2023	
Meeting Efficiency / Technology		
*Consultant for audio/visual/streaming/live feed interactions	TBD	
*Computer Training w/ Agenda Software	5/3/2023	
*Improved Audio Technology in Community Room	7/12/2023	
*Hybrid Zoom	7/12/2023	
*Town Board Procedure Manual	7/12/2023	
Town Clerk Reporting Procedures		
*Resolutions, Motions, Policies & Procedures	5/17/2023	
Town of Chenango Vehicles		
*GPS in vehicles	6/14/2023	J. DiMascio
WWTP Project		
*Benefit Assessment Model Discussion	4/5/2023	Wyatt, Endress, Burden
*EDU's Model Discussion	4/5/2023	

*Project Bond Public Hearing		4/5/2023
*Resolution to Authorize Bids		4/19/2023
*Wendel Contract		TBD
Supervisor Watch List		
a.) North Otsinengo Dog Park		
b.) Broome County Grant Application (Fall 2023)		Safety Committee Requests
c.) Chenango Senior Center		
d.) Castle Creek USPO		
e.) Upper Susquehanna Coalition		
f.) Town Museum Updates / Activities		
g.) Music In The Parks		
h.) DMV Office at Chenango Town Hall		
i.) FY24 Grant - Schumer/Gillibrand		
j.) NYS Senate Lea Webb 2023 Budget Appropriation		\$200,000
k.) Marc Molinaro Congressional Appropriation		\$5,000,000
l.) Jason Garner - State of the County Address		4/19/2023