

Statement to be read at March 12, 2024 Town Board Meeting:

In light of recent events, there is no automatic removal based on criminal charges or convictions of an elected official.

The Town Supervisor will continue to serve in his roll as Town Supervisor with the full Support of the Town Board.

TOWN OF HECTOR

03/11/2024
14:52:16

Abstract # 003
Summary by Fund

Code	Fund	Prepays	Unpays	Totals
A	GENERAL FUND - TOWNWIDE		24,058.14	24,058.14
B	GENERAL FUND - PART TOWN		163.63	163.63
DA	HIGHWAY FUND - TOWNWIDE		36,835.05	36,835.05
DB	HIGHWAY FUND - PART TOWN		6,479.89	6,479.89
SW	WATER DISTRICT		11,379.53	11,379.53
TA	TRUST & AGENCY		29,370.86	29,370.86
SM	AMBULANCE		104.00	104.00
Total:			108,391.10	108,391.10

**TOWN OF HECTOR
GENERAL FUND - TOWNWIDE
ABSTRACT SUMMARY**

Total Claims: \$24,058.14

03/12/24

Number 003

Account	Title	Current Balance	Current Total Claims	New Balance
A1010.4	TOWN BOARD/CONTRACTUAL	1,455.03	375.00	1,080.03
A1110.4	TOWN JUSTICE/ CONTRACTUAL EXP	4,611.24	404.65	4,206.59
A1220.4	SUPERVISOR/CONTRACTUAL EXP	7,882.84	148.52	7,734.32
A1410.4	TOWN CLERK/TAX	4,227.24	877.90	3,349.34
A1620.4	TOWN HALL BLDG-SHARED	18,023.18	2,702.00	15,321.18
A5132.21	GARAGE - EQUIPMENT/HAND TOOLS	2,770.83	372.05	2,398.78
A5132.4	GARAGE - CONTRACTUAL	18,280.52	1,462.97	16,817.55
A5182.4	STREET LIGHTING - CONTRACTUAL	1,220.79	97.24	1,123.55
A600	ACCOUNTS PAYABLE	14,062.90	350.00	13,712.90
A7110.4	SMITH PARK/CONTRACTUAL	65,404.51	1,917.81	63,486.70
A7410.4	LIBRARY - CONTR EXP/ V-L-HECTOR	14,400.00	14,400.00	0.00
A8160.4	REFUSE AND RECYCLING -	17,878.32	950.00	16,928.32

03/11/24 15:14:30

**TOWN OF HECTOR
GENERAL FUND - PART TOWN
ABSTRACT SUMMARY**

Total Claims: \$163.63

03/12/24

Number 003

Account	Title	Current Balance	Current Total Claims	New Balance
B3620.4	CODE ENFORCEMENT	3,525.99	163.63	3,362.36

**TOWN OF HECTOR
HIGHWAY FUND - TOWNWIDE
ABSTRACT SUMMARY**

Total Claims: \$36,835.05**03/12/24****Number 003**

Account	Title	Current Balance	Current Total Claims	New Balance
DA5130.4	MACHINERY - CONTRACTUAL	173,458.23	18,798.51	154,659.72
DA5140.4	MISC, BRUSH & WEEDS/CONTRACTUAL	5,000.00	3,003.62	1,996.38
DA5142.4	SNOW REMOVAL - CONTRACTUAL	85,626.02	1,597.43	84,028.59
DA5142.41	CONTRACTUAL/FUEL	84,294.02	13,435.49	70,858.53

03/11/24 15:15:03

**TOWN OF HECTOR
HIGHWAY FUND - PART TOWN
ABSTRACT SUMMARY**

Total Claims: \$6,479.89**03/12/24****Number 003**

Account	Title	Current Balance	Current Total Claims	New Balance
DB5110.43	CONTR/JOLLY ROAD MINE	1,150.00	235.45	914.55
DB5112.2	CAPITAL IMPROVEMENTS - CHIPS	722,734.48	4,685.28	718,049.20
DB9089.8	Other Benefits (Uniforms, Boots,	3,905.83	1,559.16	2,346.67

03/11/24 15:15:16

**TOWN OF HECTOR
WATER DISTRICT
ABSTRACT SUMMARY**

Total Claims: \$11,379.53**03/12/24****Number 003**

Account	Title	Current Balance	Current Total Claims	New Balance
SW8310.4	WATER ADMINISTRATION -	13,904.49	766.39	13,138.10
SW8320.4	SOURCE OF SUPPLY - CONTRACTUAL	23,513.34	1,352.95	22,160.39
SW8330.4	PURIFICATION - CONTRACTUAL	38,471.71	5,911.33	32,560.38
SW8340.4	CONTRACTUAL	37,197.49	3,348.86	33,848.63

**TOWN OF HECTOR
AMBULANCE SERVICE
ABSTRACT SUMMARY**

Total Claims: \$104.00

03/12/24

Number 003

Account	Title	Current Balance	Current Total Claims	New Balance
SM4540.42	AMBULANCE - TBurg Billing	648.00	52.00	596.00
SM4540.43	AMBULANCE - Meck Billing	792.00	52.00	740.00

03/11/24 15:15:32

**TOWN OF HECTOR
TRUST & AGENCY
ABSTRACT SUMMARY**

Total Claims: \$29,370.86

03/12/24

Number 003

Account	Title	Current Balance	Current Total Claims	New Balance
TA20	HOSPITAL & MEDICAL INSURANCE	-5,338.64	29,370.86	-34,709.50

SUSTAINABILITY COMMITTEE REPORT
TO
TOWN OF HECTOR BOARD MEETING
MARCH 12, 2024

TIMETABLE FOR ADOPTING THE CLIMATE ADAPTATION
PLAN

Meeting with Town Safety Committee – ?

TUTTLE RD. PROPERTY – CONVERSATION WITH
HARRISON KIM AT NYSERDA

INVITATION SENT TO JOHN WADACH FOR PRESENTATION
ON COMMUNITY CHOICE AGGREGATION IN MARCH OR
APRIL

PLANNING A TIER THREE HEATING AND COOLING
CAMPAIGN. IF SUCCESSFUL TOWN WOULD GET \$20,000

TOWN INSURANCE NEEDED FOR REPAIR CAFE AND SWAP
MEET TO BE HELD IN HECTOR FIRE HALL

PARK COMMITTEE MEETING WITH BILL GAUTHIER (CEO,
Jacomb LLC) TO REVIEW PLACEMENT FOR EV CHARGING
STATIONS – MARCH 7, 2024 AT 2:30PM AT SMITH PARK

GRANT FOR \$70,000 APPROVED BY NYSERDA

VEHICLE FOR RECEIVING DONATIONS TO THE TOWN FOR
THE REPAIR CAFE

CITIZEN PREPAREDNESS CORP Meeting in Corning, 2/29/24

TOWN OF LIMA, NY
PROCESS AND EXPERIENCE WITH
COMMUNITY CHOICE AGGREGATION

My conversation with John Wadach, Village of Lima Board
Member for 7 years

STEPS IN THE PROCESS:

Step 1. Enact a local law to establish a Community Choice Aggregation Program.

They held two public hearings on this new law.

Step 2. Sign a Memorandum of Understanding (MOU) with an Administrator. They use Joule Assets, at no cost to the Town of Lima, to help guide them through the process.

a. Joule worked with the Town to find the best ESCO (supplier).
b. Joule did the work of educating the community, regarding the Community Choice Aggregation Program and the opt out feature.

c. They did this through mailings and personal contact in some situations. If you currently had an ESCO you were not contacted. Those persons, if interested, would have to cancel their contract, and then they could enter the Town's CCA.

d. And they continued to administer the program during the course of the 2 year contract, contacting new residents and alerting them to the program.

Town Lima's experience with CCA.

a. Because they had a small pool of residents and small businesses they were linked with the Town of Lockport to create a large purchasing group.

b. With the help of Joule Assets they entered a two year fixed

rate contract with an ESCO providing them 100% renewable energy for 5.9 per kwh.

- c. At that time the local provider, National Grid, was charging 4.41 per kwh. However, over the course of those two years the cost National Grid average out at 7.0 kwh.
- d. So Town was able to supply 100% renewable energy to its residents and small businesses for 5.9kwh. For those 2 years.

f. When that 2 year contract ended the Town of Lima did not renew a contract with any ESCO because the cost of renewable had gone so high, and the market was in such great volatility.

h. Currently they are just waiting for another good opportunity to come along and then they can jump back in.

John Wadach suggestion is that the Town of Hector might enact the local law and engage an Administrator. Then they are in position to take advantage of any opportunity that might present itself in the future. There is no commitment in either passing a local law or engaging the services of an Administrator.

John is more than willing to talk to the Board at any time.

REC'D FEB 08 2024

K. States Trucking
2558 State Route 228
Alpine, NY 14805
(607) 742-1200

February 7, 2024

To: Town of Hector,

I've hauled stone in for ten years and the rate stayed the same until last year, I've always done it for what the guy before me did and it's never been me to set the rate. The rate is currently \$11.00 but they will raise it if somebody new hauls it.

I've tried for years to get Randy to let me start hauling sooner before they run out of stone in the spring but every year it's later. Last year it wasn't until sometime in June so I had to hire a guy to help me so I made sure it was all hauled in on time. That's a lot of money of my plate but I do whatever it takes to keep Hector as my main township.

Here is my proposal for this season:

Let me start hauling in now or at least before May 1st. and I'll haul everything this year for \$10.00 even, this is providing the town orders 2000 Ton or more, which shouldn't be a problem as they usually get at least 2,500 or more.

I will also wait till everything is hauled to get paid providing the town pays me directly. This will assure me the work but most importantly work when I need it.

The town has crunched the numbers a few times over the years and found it not cost effective to send their trucks sand drivers that many miles and have that much wear and tear on plow trucks. (Example: 2,500 Ton at 15 Ton per 10 wheeler load = 166 Loads.)

Thank you,

Kevin States

Hector Town Board Meeting

Date March 12th, 2024

- February – 4,076,000 gals pumped, 140,552 gallons daily average
- Water testing – all current sample draws are up-to-date; I received a new sample schedule from DOH
- Monthly reports – all DOH reports and DEC DMR Reports sent out, I will be working on the AWQR that is due this month for DEC.
- Water service turn on/off. On-1 Off-0
- Backup Generators – all in good working order
- WTP Air Compressors – all in good working order
- Pall skid – Had a computer problem involving the Pall Skid on the weekend, I had an encrypted tunnel go bad that controls the computer from anyone trying to Hack or unauthorized users from accessing the Pall Skid. I took it to Aqua Logics in Syracuse Monday morning for repair. They were able to fix it and everything is back running normal.
- Service Trucks – both trucks are in good order, Jeremy changed the oil and rotated tires on both pickups. Thanks to the Highway Dept for letting us use the garage.
- New Well Project- Justin and I have been reaching out to Fagen Engineers for blue prints on hooking the new well up and well pump recommendations. I also reach out to Pioneer Pumps who's been working with our engineers to give a site survey on the New Well, Pump House and Vfd pump controls. Waiting to hear back for a time and date.
- Water Board Meeting- Scheduled for 1pm Wednesday the 13th at the Hector Fire House.
- Meter Reading System- 95% reporting, Noah from Zenner will be here this month to bring parts to fix water meters that stopped working due to the meter being under water.
- Water Services- We had 4-5 new service installs waiting on weather and parts, cabins on Picnic and Logan Rd scheduled for this month depending on weather. new home build on Struad Rd and upgraded service for Scale house to provide them with more water volume for the Brewery/Restaurant. Also had an inquiry for municipal water for a New Winery, Production and 2 Rentals homes. Waiting to hear back from there engineer and checking to see if we can provide them water. And a call for water on the top of High St for a future cabin project.

Respectfully submitted,

Josh Mikkelsen

Water District Superintendent

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Williamson Law Book Company

790 Canning Parkway

Victor, New York 14564

February 20, 2024

Town of Hector
5097 NYS Route 227
Burdett NY 14818

ANNUAL SOFTWARE SUPPORT CONTRACT

Enclosed is an invoice renewing your Software Support coverage for the following program:

W/S Email Billing

2-1-2024 to 1-31-2025

This agreement between Williamson Law Book Company (WLB) and the Town of Hector (referred to as "customer") will provide ongoing software support and maintenance to the customer as described herein.

Williamson Law Book Company (WLB) agrees to provide the customer with:

- Support: WLB will provide support to assist in using the software. Support will be provided by internet, phone or fax during normal business hours.
- Notice of all program enhancements and their benefits.
- All state mandated changes at no extra charge. (excluding any training required by the customer)

The customer agrees to:

- Maintain hardware in proper working condition.
- Make continued efforts to work with and properly use WLB software.
- Train new personnel in the event of employee turnover. (Additional training may be purchased from WLB.)

Charges for the Software Support Contract shall be \$355.00 as specified on the enclosed invoice.

***** Please sign and return one copy of this contract with your payment.*****

Thank you,

SIGNED:



Williamson Law Book Company

Accepted for the Town of Hector

by: _____ Title: _____ Date: _____

February 2024

Town of Hector

Code Enforcement Monthly Report

Building Permits Issued:	5
Building Permits Completed:	3

Project Summary

Electric	1
Renovations	2
Roof Replacements	1
Single Family Homes	1

Issued Building Permits Construction Value:	\$651,043
Completed Permits Construction Value:	\$675,550
Collected Fees:	\$ 2116

Submitted by:

Jason Santobianco 3/12/2024

Town of Hector

Building Permit Summary by Census Code: - misc

Permit# Applicant Name	Issued Final	Property Owner & Location	Tax Map# Lot#	Fee	Project Cost	Description
Electrical/Upgrades						
24-0012 James, Arthur	02/02/24	James, Arthur 4003 Covert Rd	33.-6-48	100.00	9,543.00	Install Heat Pump
Count:	1			Total:	100.00	9,543.00
Renovations/ Remodel						
24-0015 Deyoe, Steven	02/29/24	Deyoe, Steven 4834 VOORHEIS ROAD	24.-1-40.12	100.00	2,500.00	Add 4x6 half bath
24-0014 Macintosh, Luke	02/08/24	Macintosh, Luke 6235 NYS ROUTE 414	2.13-1-8	360.00	140,000.00	Complete Remodel of Residence - 3 unit plus store front
Count:	2			Total:	460.00	142,500.00
Roof Replacement						
24-0013 Bell, Kyle	02/08/24	Bell, Kyle 5950 SIRRINE ROAD	15.-1-30.122	50.00	17,000.00	Install new Roof
Count:	1			Total:	50.00	17,000.00
Single Family Home						
24-0016 McKenna, Thomas	02/29/24	McKenna, Thomas 3923 DEAN ROAD	45.-1-23	1044.00	482,000.00	Construct 2016 Sq ft Single Family Home with ICF Foundation
Count:	1			Total:	1044.00	482,000.00
Total Count:	5			Grand Total:	\$1,654.00	\$651,043.00

Town of Hector

Building Permits Completed: 02/01/2024 - 02/29/2024

Permit# Applicant Name	Issued	Final	Property Owner & Location	Tax Map# Lot#	Fee	Project Cost	Description
22-0011 Scheuer, William	02/17/22	02/29/24	Scheuer, William 5992 Taz Rd	2.00-3-39	492.00	*****	Construct 3100 sq ft Single Family Home
23-0090 PHILLIPS, DANIEL	07/21/23	02/01/24	PHILLIPS, DANIEL 4175 SATTERLY HILL ROAD	44.-1-13.2	131.00	*****	Construct 1019 Sq Ft Pole Barn / Garage - 10-20-2023 Ammended to include standby generator - additional fee of \$64
23-0114 MOSEY, SETH	09/11/23	02/15/24	MOSEY, SETH 4175 BALL DIAMOND ROAD	7.-1-47.2	311.00	*****	Construct 860 Sq Ft Addition -
Total Count:		3			Total:	\$934.00	\$675,550.00

Smith Memorial Park/Campground Update

Action Requested:

1. Pay welding invoice, work has been completed.
2. Approve forester hazard tree removal estimate.
3. Acknowledge & announce opening of boat launch on Monday, March 1, 2024.

Consider:

- Consider closing the park during tree removal work for safety reasons, consider closing entire park when tree crew is on North side of the park, consider partial closure of South side when tree crew moves to that area. Dates to be determined.

Recognition:

- April 23, 2024 is the 60th anniversary of the Town signing the deed that officially created Smith Memorial Park! This upcoming year could be viewed as an opportunity for renewal and transformation, as well as recognizing Alvin Whites' vision of a day use area to expand community use, welcoming both community members and visitors. Picnic areas, playground(s), and community events would enhance and support the vital essence of community.

Park & Campground Activity Summary:

- Online reservation system in progress
- Seasonal renewals in progress
- Seasonal campers not returning will be notified to remove remaining belongings
- Sustainability Committee and Park Committee are coordinating location for EV charging locations
- Significant maintenance work is planned; including electrical, bathrooms, drainage, water spigots
- Campsite improvements are needed, research and cost quotes are in progress.

Goal: Park maintenance and improvements are centered on ensuring compliance with applicable regulations, and maintaining quality sites and services to both ensure visitor/customer satisfaction while simultaneously designing systems that make efficient use of staff time.

Swim Beach Considerations for the Town Board & members of the public:

This past season, extensive research was conducted in consultation with the NYSDOH, regarding options for our swim beach going forward. The main challenges to be considered include; finding enough qualified lifeguards (as they are in high demand, local state parks have a higher pay rate, and the season is very short essentially 7/1 until mid-August when college students leave), public safety, and budget. The short season has lifeguard preference for full-time positions. Our swim beach with the swim dock requires 2 lifeguards on duty at all times, lifeguard breaks require informing swimmers to leave the water. Additional challenges include patrons swimming correlates more to sunny weather then the hours lifeguards are present, and Smith Park has 2000 feet of lakeshore, park patrons swim all along the shore. Lifeguards cannot leave their post to patrol the entire shoreline. Lastly, the lack of parking, the gate barrier, and frequent road washouts on the water dept. road are safety and management challenges.

Possible options:

- Remove dock? This would permit one lifeguard swim beach.
- Remodel dock to include barrier railing (allow for fishing/observation), move swim beach south of this dock, this would also permit one lifeguard model.

Removal or remodel of existing dock could support a 2-lifeguard model, permitting this team of 2 to manage the swim beach, patrol the shoreline, cover breaks, and assist individual patrons without compromising the supervision of swimmers. The question of days and finding enough lifeguards remains an issue, as well as monitoring no-swimming enforcement the other days. Swim at you own risk is not an option.

Other?

March 11, 2024

Kristina Hansen

Estimate 003-2024

Date: 3/5/24

Reynolds Lumber & Land Services LLC

PO Box 285 Odessa, NY 14869

Reynoldslogging@aol.com

607-280-2454 Brett

607-857-4904 Ben

Town of Hector

5097 State Route 227

Burdett, NY 14818

Reference: Smith Park Improvements for RV & Tent Sites

The below listed estimates are for the leveling, possible utility relocation, and mitigation of water drainage issues. These are the estimates for labor & material to complete work.

RV Site #37

Relocate electric service 70 feet to better accommodate site - materials.	-	\$ 325.00
5 hours of equipment time to spread and compact material and relocate electric service	-	\$ 625.00
Total labor & materials to move utility for this site	-	\$ 950.00

RV Site #38

2 hours of equipment time to spread and compact material	-	\$ 250.00
Total labor for this site	-	\$ 250.00

RV Site #39

2 hours of equipment time to spread and compact material	-	\$ 250.00
Total labor for this site	-	\$ 250.00

RV Site #40

Relocate electric service 30 feet to better accommodate site - materials	-	\$ 150.00
Relocate water hydrant 30 feet to better accommodate site - materials	-	\$ 50.00
4 hours of equipment time to spread and compact material and relocate utility services	-	\$ 500.00
Total labor & materials to move utilities for this site	-	\$ 700.00

Total Labor & Material Highlighted in yellow - \$ 6,495.00

Total Labor & Material Highlighted in Yellow and Green - \$ 7,445.00

We figure 8 – 10 hours Labor to move stockpiled gravel to individual sites
@ \$ 125.00 per hour to be added to total bill

The above prices are valid for 45 days from date of this estimate

Bulk Gravel requirements - for the total above estimate

25 loads or 500 tons of Bank Run Gravel
49 loads or 980 tons of Screened Item #4 Gravel
6 loads or 120 tons of Crusher Run Limestone
3 loads or 60 ton of -4" Cobble Rock
45 tons of Round #1 Stone

Finger Lakes Forest Management and Timber Harvesting, LLC

8924 Townsendville Road

Interlaken, New York 14847

607-532-4456

Project Proposal for Smith Park Tree Maintenance 2024 season

Proposed Activity #1

- Takedown and process 33 hazard trees
- Prune 48 trees
- Grind 9 stumps
- Chip small trees previously cut by park manager in conjunction with him

Cost of Activity #1: \$15,500.00

Proposed Activity #2

- Remove posts on bank

Cost of Activity #2: \$2000.00

Total costs of proposed activities: \$17,500.00

Processing of trees will include chipping of brush and cutting wood into 6'-8' bolts and piling in the dump station. Chips will be piled at the dump station and left for park use.

Thank you for considering us for your project

Jane Ike

From: Mecklenburg Community Park <meckcommunitypark@gmail.com>
Sent: Tuesday, March 5, 2024 10:18 AM
To: Jane Ike; Justin Boyette; Mike Bergen; Jessica Rodgers; Liz Martin; Rebecca Wright; Anthony Mansfield
Subject: for your consideration

The grounds committee has received an estimate for a tree assessment at the Mecklenburg Community Park. The Friends of Meck Park committee is hopeful the dead and dangerous trees could be checked and addressed prior to a play structure installation. We have received a one estimate for these services as attached.


We look forward to learning if these services can be provided within the next 2-3 months, prior to ground preparation and play structure installation. Please consider it for discussion at the March Board meeting.

As always we appreciate your dedication to the Town and the Park.

Audrey Mayette

 Meck proposal (1).pdf

 Committee Reports 2.28.24.pptx

 Andy Hillman cv (1).docx

REC'D MAR 05 2024

Structures Committee

Submitted by: Caleb Smith 2/28/2024

Playground Updates

- The Structures Committee met on 1/14/24
- First choice location, due to concerns about the playground being too close to the parking lot/road, is the lower area closer to the pond
 - Will require more significant grounds work to prepare – clean fill, grading, and improvements to drainage ditch
 - Would like to request that the Town cover these costs
 - Second choice is current location
- ~\$30k currently set aside for play structure from Mecktoberfest & private donations



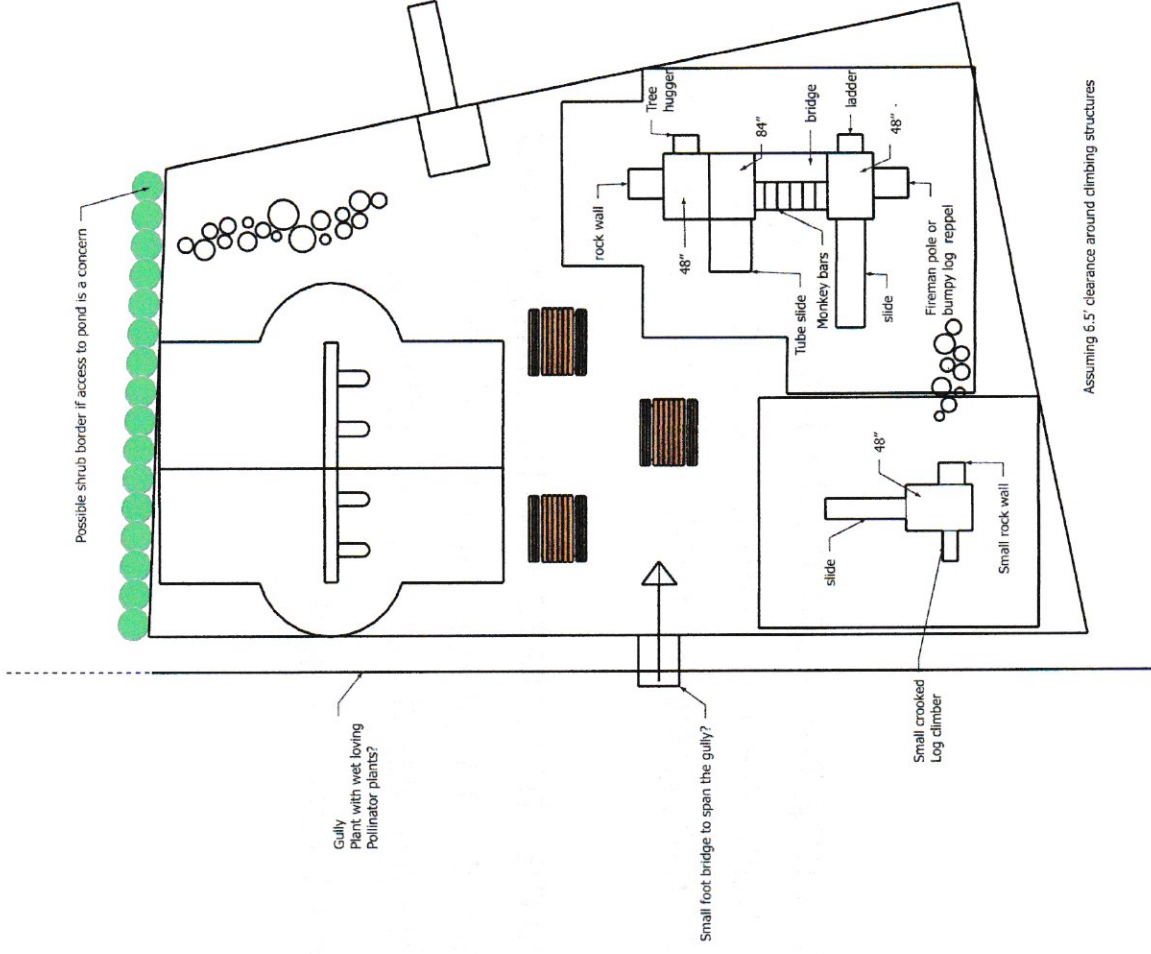
Playground Design

- We would like to proceed with installing the required play surface for the largest play structure we have designed in collaboration with Bears, and install a “medium-sized” playground that will give us room to expand/add on in the future
- Caleb and Laura have worked together to iterate on the playground design to match the new space and follow playground safety best practices according to the Public Playground Safety Handbook
- Would like to get a final design approved tonight

Option 1

- Key Design Points
 - Hill slide from embankment into play area
 - Double bay swing set with bucket seats and belt seats to accommodate all ages, with view of pond
 - DIY “log-hoppers”
 - Separate “Big Kid” and “Little Kid” areas for safety reasons per Public Playground Safety Handbook §2.2.3
 - Big Kid area – two 48” platforms & one 84” platform
 - Little Kid area – one 48” or 36” platform
 - Picnic table area leaves ability to add additional play items in the future such as spider climber

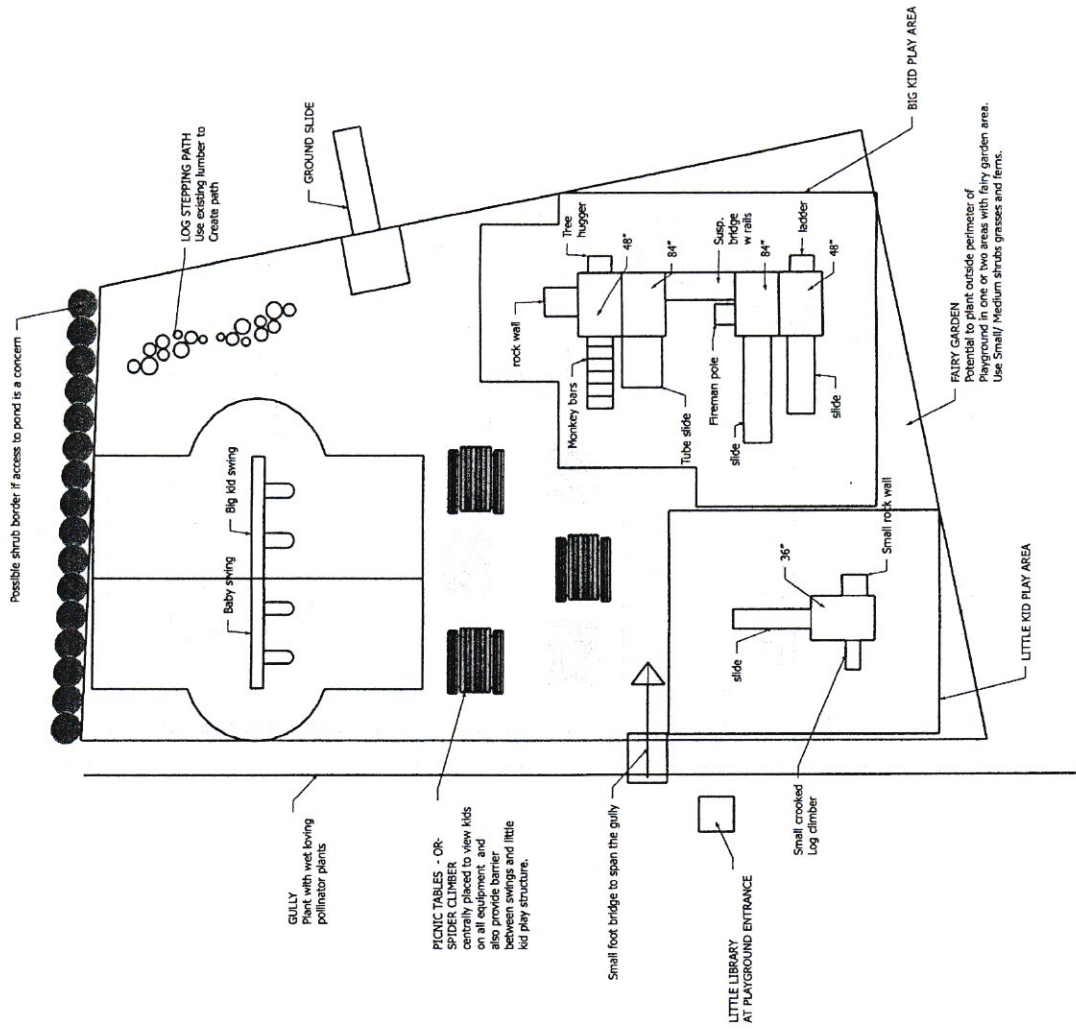
Total cost not to exceed \$38k

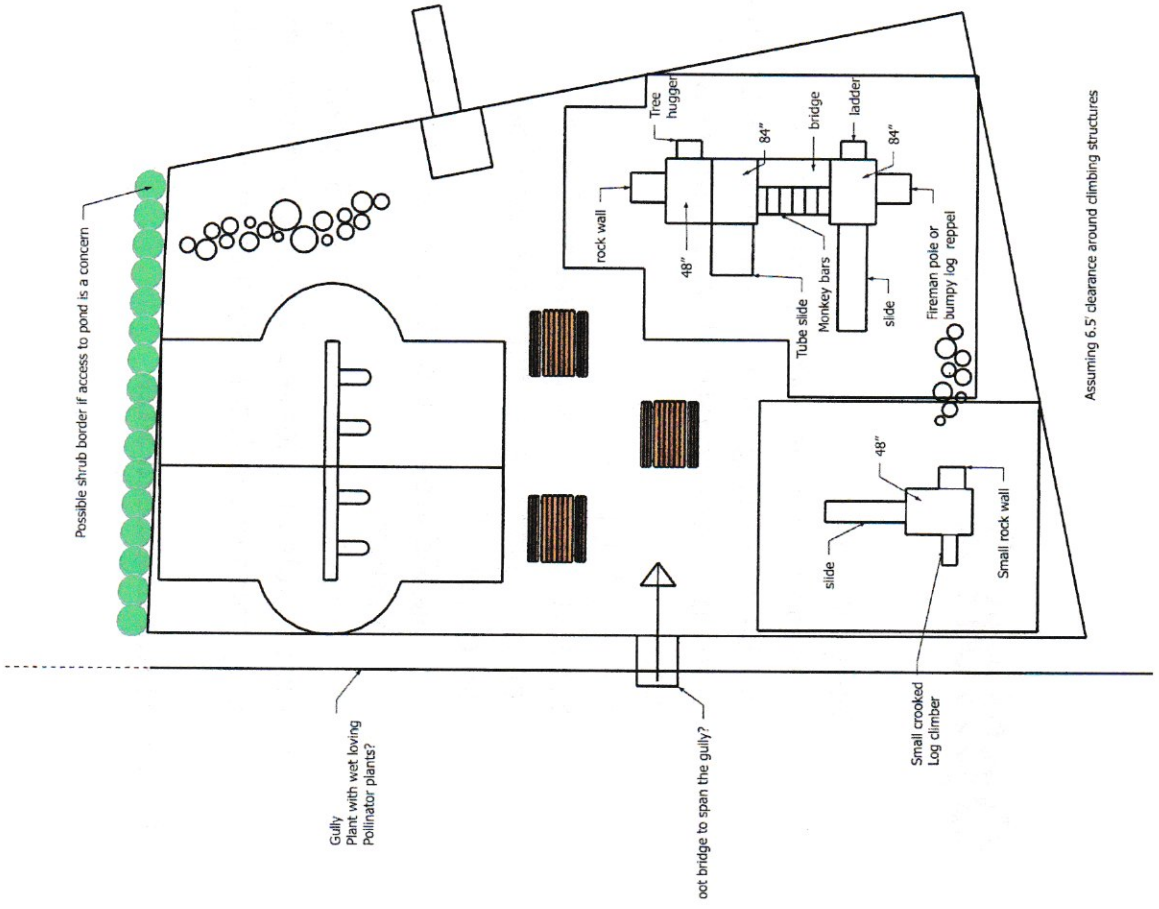
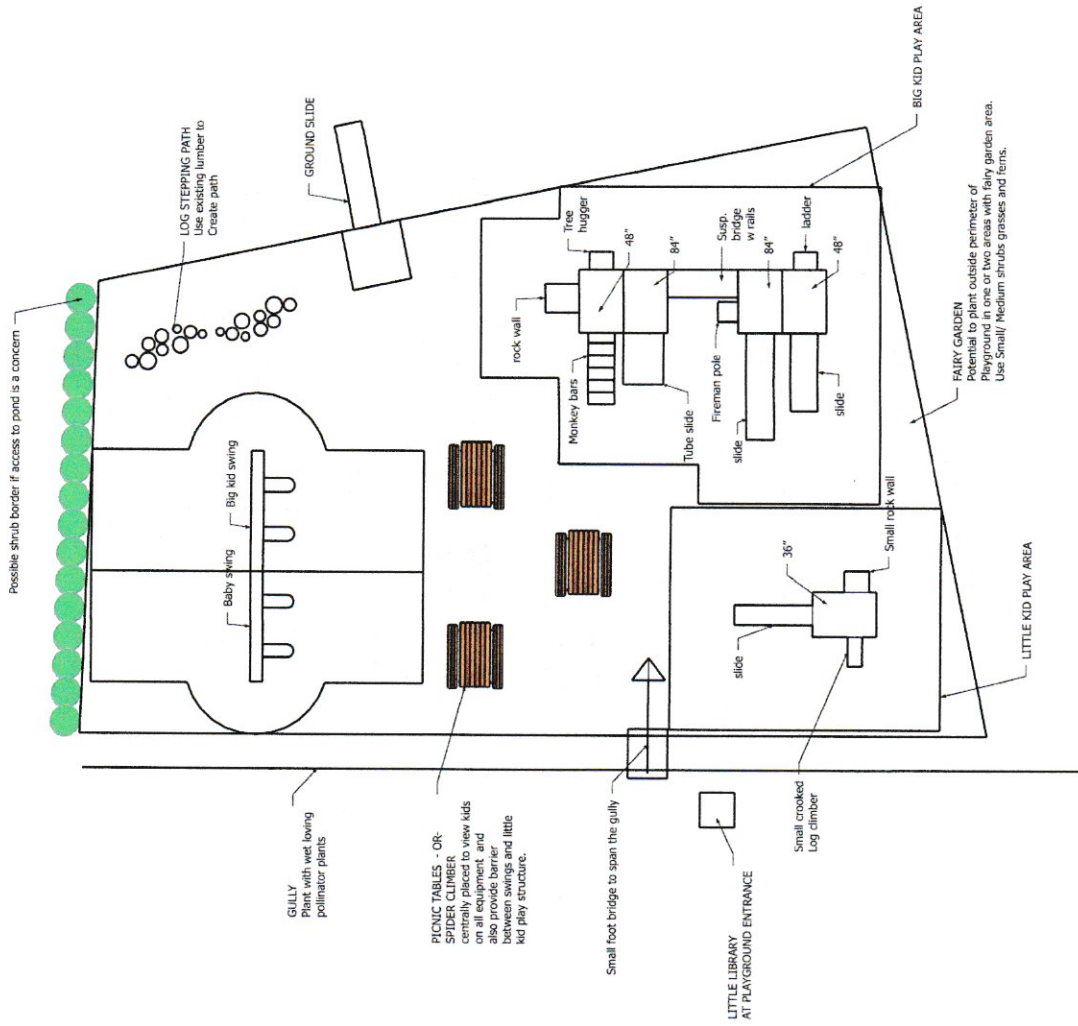


Option 2

- Key Design Points
 - Hill slide from embankment into play area
 - Double bay swing set with bucket seats and belt seats to accommodate all ages, with view of pond
 - DIY "log-hoppers"
 - Separate "Big Kid" and "Little Kid" areas for safety reasons per Public Playground Safety Handbook §2.2.3
 - Big Kid area – two 48" platforms & two 84" platforms
 - Little Kid area – one 48" or 36" platform
 - Picnic table area leaves ability to add additional play items in the future such as spider climber

Total cost not to exceed \$41k





Decisions Requested

- Playground Location Request by FMCP – to be submitted to Town Board
 - Includes request for ground prep assistance
- Playground Structure option approval – by FMCP

Grounds Committee

Submitted by: Mia Somers 2/28/2024

Meetings

- There has been one grounds and facilities meeting for 2024.
- Grounds and Facilities meetings will be the first Wednesday of the month which will be held at the Mecklenburg church, unless otherwise noted. The next meeting will be Wednesday March 6th. 6:30-7pm tea cookies and conversation with the meeting starting promptly at 7pm and commencing no later than 8pm.
- A planting subcommittee has been formed that consists of 8 members. The first meeting will be Thursday March 29th. At this meeting the team will brainstorm an initial phase one for the park which will then be presented to the executive board for approval.

Trails

- The first of subsequent nature trails has been marked and finalised with a trail blazing day scheduled for Saturday March 9th 2024 from 9-2pm. Marvin Pitts will lead the charge, providing 30 loppers for use. A light lunch and refreshments will be provided.
- The trail has been flagged into 17 sections. Groups of two will work each section until it is complete. We are aiming to get 30 volunteers for this trailblazing day. Grounds members have been encouraged to come and invite a friend.
- Communication has been made with soil and water and it has been advised that a permit needs to be filed with the DEC and Army Corps of Engineers if a bridge is built to cross the creek.
 - This permit application is in process
- The trail will be clearly marked letting patrons know of the hazards that exist.
- There will also be a sign created to let patrons know the park closes at dusk.



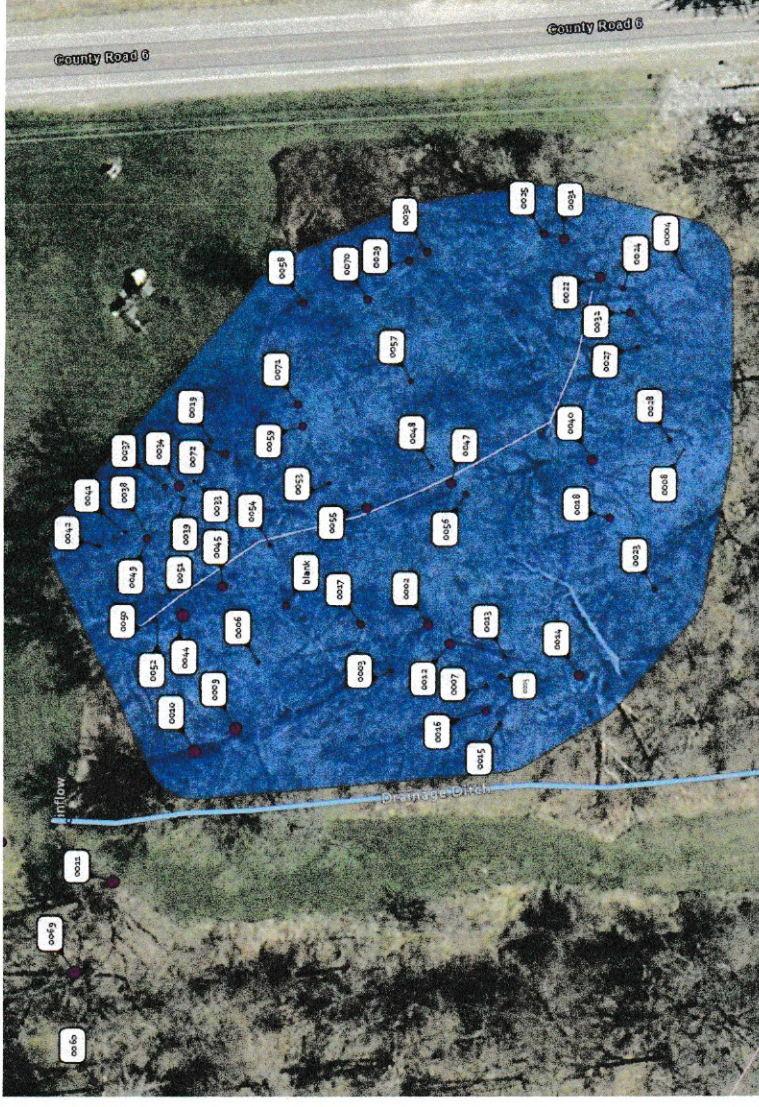
Workday!

- A park work day was held where brush from the park was collected. The highway department for the Town of Hector will coordinate clean up at Mecklenburg cemetery with the park and chip the pile created. These wood chips will be used at the park.



Tree Risk Inventory

- An initial tree risk inventory is underway and trees have been marked. Grounds lead and structures lead will continue to work closely to determine what trees in the cleared area pose the greatest safety risk. The majority of the trees in the cleared common area/play structure area are willow and ash. It has been discussed that as trees are removed native trees will be planted.



Tree Risk Inventory - Proposal

- Marvin Pitts has recommended that we work with Andy Hillman
- Andy's CV is attached
 - Excerpt: "Andy has been professionally involved in urban forestry for nearly four decades. He has held positions of leadership at the state, national, and international levels."
- He will conduct a thorough Level 2 Risk Assessment for all 57 trees in the priority area for \$3,845
 - "A Level 2, or basic assessment is the standard assessment performed by arborists in response to most client requests for tree risk assessments. It consists of a detailed visual inspection of a tree, or group of trees as in this case, and the surrounding site, and a synthesis of the information collected.
 - Tree assessments are based upon the standards and practices described within the American National Standard Institute (ANSI) A300 (Part 9) Tree Risk Assessment; Tree Structure Assessment – Standard Practices."
- We'd like to propose that Friends of Mecklenburg Community Park make a formal request to the Hector Town Board to cover the cost of this risk assessment

Grounds Funding

- Grounds and Facilities funds balance is at zero. It is requested that the Executive board allocates a portion of the \$10,000 given to the park by the Sustainability Committee of Hector to the grounds and facilities committee. The exact amount will be requested after subsequent grounds and planting sub committee meetings where what the funds would be used for is established.

REC'D MAR 05 2024

Andy Hillman Consulting

3315 Swamp College Road
Trumansburg, NY 14886
andrewhillman5@icloud.com
607-351-7805

28 February 2024

Via Email

To: Caleb Smith, Mia Somers
Grounds Committee
Mecklenburg Community Park

Re: Tree Risk Assessment Proposal

Description of Project

Andy Hillman Consulting was requested to submit a proposal to conduct a Level 2 Basic Tree Risk Assessment for 57 trees within the Mecklenburg Community Park as mapped by the Grounds Committee.

Scope of Services and Fees

A Level 2, or basic assessment is the standard assessment performed by arborists in response to most client requests for tree risk assessments. It consists of a detailed visual inspection of a tree, or group of trees as in this case, and the surrounding site, and a synthesis of the information collected.

Tree assessments are based upon the standards and practices described within the American National Standard Institute (ANSI) A300 (Part 9) Tree Risk Assessment; Tree Structure Assessment – Standard Practices.

Methodology

I will walk completely around each tree examining the site, buttress roots, trunk, and branches. I will examine the trees close, and from a distance, to consider crown shape and surroundings.

Some simple tools I will use include a mallet for sounding the tree, binoculars to inspect the upper portion of the tree's crown and to look for cavities, nesting holes, cracks, and weak unions, a magnifying glass, camera, trowel, a probe to be inserted into open cavities to estimate its size and extent, and a diameter tape.

An ISA Basic Tree Risk Assessment Form will be completed for each tree inspected and submitted as the primary deliverable.

The time frame applied to estimate for the likelihood of failure of the subject trees or their parts is twenty-four months from the date of inspection.

Additional Services

Recommendations for phased removals and other risk mitigation methods will be submitted. As a past president of the New York State Urban Forestry Council and member of the NYSUFC grants committee, I have assisted many New York municipalities, park groups, and non-profit organizations with identifying grant opportunities. A few examples include the cities of Syracuse and Binghamton, the Village of Trumansburg, the Town of Ulysses, and Central Park and Prospect Park in NYC. Appropriate government and private grant sources will be identified in the report.

Terms of Payment and Conditions

- **Invoices** will be submitted upon report submission covering professional fees. Invoices are due upon receipt.
- **Total for Services As Described** - \$3,845

Respectfully submitted,

Andy Hillman Consulting

Principal, Consulting Professional Community Forester

Tel: 607-351-7805

Email andrewhillman5@icloud.com

REC'D MAR 05 2024

Andy Hillman

Andy has been professionally involved in urban forestry for nearly four decades. He has held positions of leadership at the state, national, and international levels.

Andy is a Past President of the New York State Urban Forestry Council and currently serves on the NYSUFC Board of Directors. As an active director, he works on the council's grants committee and co-chairs the council's environmental justice and inclusivity working group.

A Past President of the Urban and Community Forestry Society (formerly SMA), Andy is an Award of Merit recipient for his dedication in developing practical applications for bare root planting and structural soil and an Honorary Life Member of the UCFS. He has co-hosted two annual conferences and trade shows for the society. For many years Andy represented municipal forestry on the Accredited Standards Committee A-300 which develops ANSI national standards for tree care performance. He headed up efforts to improve and streamline the process for accreditation of urban forestry programs and as the City Forester led an accredited program for Ithaca, NY. Under Andy's leadership Ithaca received three New York Conference of Mayors local government achievement awards and the America in Bloom J. Frank Schmidt & Son Urban Forestry Award.

Andy is a founding teaching cadre member of the Municipal Forestry Institute of the UCFS which has graduated several hundred leaders in urban forestry worldwide. As a leader in the UCFS, Andy helped develop the International Society of Arboriculture's Municipal Specialist Certification.

Andy currently chairs the Tree Advisory Council of the Town of Ulysses, NY and the Tree Board for the City of Oswego, NY, a Tree City USA. He also serves on the Ulysses Conservation and Sustainability Advisory Committee.

TOWN CLERK'S MONTHLY REPORT

TOWN OF HECTOR, NEW YORK

FEBRUARY, 2024

TO THE SUPERVISOR:

PAGE 1

Pursuant to Section 27, Subd 1 of the Town Law, I hereby make the following statement of all fees and moneys received by me in connection with my office during the month stated above, excepting only such fees and moneys the application and payment of which are otherwise provided for by Law:

A2544				
	<u>41</u>	DOG LICENSES	<u>120.30</u>	
		TOTAL A2544		120.30
A2770				
	<u>1</u>	MISCELLANEOUS REVENUE	<u>2.00</u>	
		TOTAL A2770		2.00
B1603				
	<u>10</u>	CERTIFIED BIRTH\DEATH	<u>100.00</u>	
		TOTAL B1603		100.00
B2555				
	<u>9</u>	BUILDING PERMITS	<u>2,116.00</u>	
		TOTAL B2555		2,116.00

TOWN CLERK'S MONTHLY REPORT

FEBRUARY, 2024


page 2

DISBURSEMENTS

PAID TO SUPERVISOR FOR GENERAL FUND	122.30
PAID TO SUPERVISOR FOR PART TOWN FUND	2,216.00
PAID 70% TO COUNTY HUMANE SOCIETY FOR DOG LICENSES	280.70
PAID TO NYS ANIMAL POPULATION CONTROL FUND	49.00
TOTAL DISBURSEMENTS	2,668.00

ck #1914
2338.30

MARCH 4, 2024


Justin Boyette, SUPERVISOR

STATE OF NEW YORK, COUNTY OF SCHUYLER, TOWN OF HECTOR

I, JANE M. V. IKE, being duly sworn, says that I am the Clerk of the TOWN OF HECTOR that the foregoing is a full and true statement of all Fees and moneys received by me during the month above stated, excepting only such Fees the application and payment of which are otherwise provided for by law.


Town Clerk

Humane Society of Schuyler County Shelter Report

Town of Hector

<i>Animal Name</i>	<i>Seizure Date</i>	<i>Release Date</i>	<i>Intake Circumstance</i>	<i>Status</i>	<i>License Number</i>
January					
Sasha 24-008	10-Jan-24	10-Jan-24	Stray	Redeemed by Owner	
<i>Released To: Samira Balda - 5245 St Rt 414, Hector NY 14841 Residing in the Town of Hector</i>					
<i>Fees Collected: Redemption - Canine 1st Offense \$10.00</i>					

Certified By:



Georgie C. Taylor, Executive Director
Tuesday, March 5, 2024

03-11-24

16:14:26

Town of Hector - 2024 - County & Town Tax Collection
Trial Balance - All Swis Codes
02-29-24

Original Warrant	7,173,651.53
Adjustments	0.00
=====	
Adjusted Warrant	7,173,651.53
1st Installments	407,138.25
Service Charges	8,142.26
Full Payments	5,693,762.64
Penalties	2,470.31
Late Notice Fees	0.00
=====	
Total Collections	6,111,513.46
Outstanding Full Payments	665,642.66

SUMMARY FOR THE MONTH OF February 2024

HECTOR WATER DISTRICT NO. 1
SUMMARY OF BILLINGS AND RECEIPTS

(108.90) (72.60)

SW2140 METERED WATER CUSTOMERS (181.50)
SW2140R REPAIR RESERVE FUND _____
SW2144A CONNECTION CHARGES
(NEW CONNECTIONS) _____
SW2144B SVCE CHARGES/MISC. CHARGES _____
SW2148 CURRENT PENALTIES 1,172.25 W
95.21 RF
SW350 TOTAL BILLING 1,085.96

SUBMITTED BY _____

NET ARREARS 18,575.32
REPAIR RESERVE 1,052.06
RE-LEVY —
TOTAL ARREARS 19,627.38

ACTUAL RECEIPTS

RE-LEVY _____
SW2140 METERED WATER CUSTOMERS 23,470.45
SW2140R REPAIR RESERVE FUND 2,061.12
SW2144A CONNECTION CHARGES
(NEW CONNECTIONS) _____
SW2144B SVCE CHRGS/MISC. CHRGS _____

MONTHLY BALANCING SW350 TOTAL WATER RECEIPTS 25,531.57
BEG MONTH BAL 44,072.99 SW2148 INTEREST AND PENALTIES _____
TOTAL BILLINGS + 1,085.96 SW2189 SUPERVISOR'S FEES/RET. CK _____
TOTAL RECEIPTS - 25,531.57 GRANDTOTAL WATER RECEIPTS
END MONTH BAL 19,627.38 & PENALTIES PAID TO SUPERVISOR _____

SUBMITTED BY Jane M. Day, Clerk

Received Date

Standard Work Day Resolution for Employees*

Please type or print clearly
in blue or black ink

Employer Location Code

3 0 5 0 8

See Instructions for completing form on reverse side

RS 2418

(Rev. 05/22)

BE IT RESOLVED, that the Town of Hector, Location code 305058, hereby establishes the following as standard work days for its employees and will report days worked to the New York State and Local Employees' Retirement System based on the time keeping system or the record of activities maintained and submitted by these members to the clerk of this body:

Title	Standard Work Day (Hrs/day)
Town Supervisor	8 hrs/day
Councilperson	8 hrs/day
Town Clerk/Tax Collector	8 hrs/day
Deputy Town Clerk/Tax Collector	8 hrs/day
Bookkeeper to the Supervisor	8 hrs/day
Superintendent of Water	8 hrs/day
Assistant Superintendent of Water	8 hrs/day
Town Justice	8 hrs/day

On this day of March, 2024

_____ Date enacted: _____
 (Signature of Clerk)

I, Jane M. V. Ike, clerk of the governing board of the Town of Hector,
 _____ (Name of Employer)

of the State of New York, do hereby certify that I have compared the foregoing with the original resolution passed by such board, at a legally convened meeting held on the day of March, 2024 on file as part of the minutes of such meeting, and that same is a true copy thereof and the whole of such original.

I further certify that the full board, consists of 6 members, and that 6 of such members were present at such meeting and that of such members voted in favor of the above resolution.

IN WITNESS WHEREOF, I hereunto
Set my hand and the seal of the

Town of Hector

 (Name of Employer)

(seal)

*To be used for all employees. Please list Elected and Appointed Officials on the form Standard Workday and Reporting Resolution for Elected and Appointed Officials (RS2417-A) .

For important information and instructions – See Back Page

Received Date

Standard Work Day Resolution for Employees*

RS 2418
(Rev.05/22)

**Please type or print clearly
in blue or black ink**

Employer Location Code

3 0 5 0 8

See Instructions for completing form on reverse side

BE IT RESOLVED, that the Town of Hector, Location code 305058, hereby establishes the following as standard work days for its employees and will report days worked to the New York State and Local Employees' Retirement System based on the time keeping system or the record of activities maintained and submitted by these members to the clerk of this body:

Title	Standard Work Day (Hrs/day)
Code Enforcement Officer	8 hrs/day
Park Manager	8 hrs/day
Assistant Park Manager	8 hrs/day
Confidential Secretary	8 hrs/day
Account Clerk	8 hrs/day
Motor Equipment Operator	8 hrs/day
Auto Mechanic	8 hrs/day
Laborer	8 hrs/day

On this day of March, 2024

 (Signature of Clerk) Date enacted: _____

I, Jane M. V. Ike, clerk of the governing board of the Town of Hector,
 _____ (Name of Employer)
 of the State of New York, do hereby certify that I have compared the foregoing with the original resolution passed by such board, at a legally convened meeting held on the day of March, 2024 on file as part of the minutes of such meeting, and that same is a true copy thereof and the whole of such original.

I further certify that the full board, consists of 6 members, and that 6 of such members were present at such meeting and that of such members voted in favor of the above resolution.

IN WITNESS WHEREOF, I hereunto
 Set my hand and the seal of the

Town of Hector

 (Name of Employer)

(seal)

*To be used for all employees. Please list Elected and Appointed Officials on the form Standard Workday and Reporting Resolution for Elected and Appointed Officials (RS2417-A) .

For important information and instructions – See Back Page

Received Date

Standard Work Day Resolution for Employees*

**Please type or print clearly
in blue or black ink**

Employer Location Code

3 0 5 0 8

See Instructions for completing form on reverse side

RS 2418

(Rev.05/22)

BE IT RESOLVED, that the Town of Hector, Location code 30508, hereby establishes the following as standard work days for its employees and will report days worked to the New York State and Local Employees' Retirement System based on the time keeping system or the record of activities maintained and submitted by these members to the clerk of this body:

Title	Standard Work Day (Hrs/day)
Lifeguard	8 hrs/day
Cleaner	8 hrs/day
Court Clerk	8 hrs/day

On this _____ day of March, 2024

 (Signature of Clerk) Date enacted: _____

Jane M. V. Ike
 I, _____, clerk of the governing board of the Town of Hector

 (Name of Employer)

of the State of New York, do hereby certify that I have compared the foregoing with the original resolution passed by such board, at a legally convened meeting held on the _____ day of March, 2024 on file as part of the minutes of such meeting, and that same is a true copy thereof and the whole of such original.

I further certify that the full board, consists of 6 members, and that 6 of such members were present at such meeting and that _____ of such members voted in favor of the above resolution.

IN WITNESS WHEREOF, I hereunto
 Set my hand and the seal of the

Town of Hector

 (Name of Employer)

(seal)

*To be used for all employees. Please list Elected and Appointed Officials on the form Standard Workday and Reporting Resolution for Elected and Appointed Officials (RS2417-A) .

For important information and instructions – See Back Page



TotalCare EAP
Public Safety EAP
Educators' EAP
Higher Ed EAP
HealthCare EAP
Union AP

REVISED

Employee Assistance Program (EAP) | AGREEMENT

This Employee Assistance Program (EAP) Agreement (“Agreement”) is between **Town of Hector, NY** (“Client”) and **EMPLOYEE SERVICES LLC dba ESI EMPLOYEE ASSISTANCE GROUP**, a New York corporation, 55 Chamberlain Street, Wellsville, New York 14895 (“ESI”) for ESI to provide the benefits described herein for employees of Client effective **1/1/24-12/31/24**.

I. Productivity Solutions

With employees losing an average of over 3 weeks of productivity each year, addressing productivity losses is critical. Our entire focus is on providing the most comprehensive benefits to make the largest possible impact on improving employee lives and reducing lost productivity cost. We offer more than twice the benefits of other EAPs. Employees of Client and their household members including children up to age 26 who do not reside with employee are referred to herein as Members.

- **Unlimited Telephonic Counseling:** Members speak directly with our professional staff counselors 24 hours a day via a toll-free number. Every counselor has a Master’s or Ph.D. degree. Staff counselors provide direct in-the-moment counseling when a Member calls and act as case managers when referrals are made to local counselors or other work-life or wellness resources, overseeing each case to its ultimate closure – regardless of the amount of time involved in assisting the Member.
- **Face-to-face Counseling Sessions per Issue: 3**
Members are eligible for telephonic counseling and short-term, in-person counseling.
- **Work/life Benefits:** Benefits offered to assist Members with a wide variety of issues including Legal, Financial, Caregiver, Adoption, Special Needs, Personal Assistant, Tools for Tough Times and Pet Help.
- **Lifestyle Benefits:** Menu of value-added wellness services designed to enhance a Member’s quality of life – discounts vary by season and location.
- **Wellness Resource Center:** Includes the latest, most reliable articles, videos and self-assessments for dealing with stress, diet, fitness and smoking.
- **3 Session Model:** Includes an assessment, referral, and brief therapy as appropriate. Diagnosis driven treatment referrals are moved to the health insurance plan after the diagnosis is assessed.



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II. Engagement Solutions - Peak Performance Benefits

ESI is the only EAP to offer Peak Performance Benefits - an entire menu of coaching programs, self-help resources and training to stimulate employee engagement. These benefits are designed to improve the performance of not just some but all of your employees. ESI also provides Hiring, Onboarding and Employee Engagement Resource Centers for HR, managers and supervisors. The result: Employees report improved personal and professional performance at work and at home; and overall employee engagement is improved.

- **Personal and Professional Coaching:** One-on-one telephonic coaching from Certified Coaches combined with structured, online trainings. Coaching is delivered by Masters or Ph.D. level Coaches in scheduled telephonic coaching sessions to review key concepts of the trainings and implementation of skills. Coaches use a solution-focused approach to improve current and future performance.
- **Wellness Coaching:** Unlimited coaching assistance from an integrated team of Certified Wellness Coaches and Behavioral Health Clinicians for the mental and emotional challenges each employee must overcome to improve their physical health.
- **Information Resource Benefits:** Extensive Self-Help Resources (website) – Tools, Assessments, Financial Calculators, Video Library, and Articles for thousands of topics.
- **Online Training and Personal Development:** Includes a comprehensive online personal and professional development trainings to help employees balance their work and personal life.
- **Recruiting, Hiring, Interviewing, Onboarding, and Employee Engagement Resource Centers:** Extensive array of articles and Web resources from leading experts.

III. EAP Administration - Orientation and Engagement

An employee assistance program that is not used is not useful. Utilization begins with employee awareness. A well-planned installation and continued awareness campaigns will have a direct impact on the level of engagement. ESI provides comprehensive employee orientation and communications.

- **Automated Digital Communication (ADC):** Proprietary Automated Digital Communications (ADC) system allows ESI EAP to engage in periodic email communications with Members. Utilization is the key to maximizing the effectiveness of your EAP by helping employees to resolve issues and distractions that hinder productivity.
- **EAP Mobile App:** Members have the convenience and privacy of 24/7 access to all EAP benefits and services at their fingertips wherever they go via the EAP smartphone app.
- **EAP Ongoing Communication & Engagement:** ESI provides a wide variety of high-quality video, hardcopy and electronic materials to promote continued awareness and maximize engagement of the program. The continued awareness campaign includes Brochures, Wallet Cards, Posters, Monthly Newsletters, Table Top Displays, Topical Flyers, Video Presentations, and New Benefit Announcements.
- **EAP Member/Employee & Supervisor Orientation:** ESI provides comprehensive employee and supervisor orientations via group web conference meetings and online orientation videos.



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Higher Ed EAP
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IV. Manager, Supervisor and Human Resources Services

ESI offers an entire menu of management-focused employee assistance services to help deal with important compliance and liability issues.

- **Trauma Response & Resources:** Provides consultation with our counselors and grief and loss resources for managers and Members. Responses include on-scene deployment, telephonic counseling and private counseling as well as group debriefings.
- **Unlimited Administrative (Mandatory) Referrals:** Formal process to address employee policy violations and unacceptable job performance that could be improved through Coaching and Training.
- **Unlimited HR Consultations w/ SPHR's:** Managers may contact our clinical staff or our certified SPHRs (Senior Professionals in Human Resources) for counsel on human resource and complex employee issues.
- **Supervisor Resource Center:** Forms, policies, articles and other tools designed to help develop people management best practices. Key topics include Recruiting, Hiring, Interviewing, Onboarding, Employee Engagement, FMLA, Workplace Violence and Harassment Prevention.
- **HR Web Café:** Workplace blog about employment issues, people matters and work trends.

V. ESI Accountability

- **Activity Reports:** ESI generates detailed EAP statistical reports on a monthly basis. Due to confidentiality, clients with less than 25 employees will not have access to an activity report.
- **Quality Assurance Program:** ESI maintains a rigorous Quality Assurance Program. Key elements include Proprietary Network, Provider Review, Member Satisfaction Research, Peer Review, Weekly Clinical Staff Meetings, Clinical Supervision and Immediate Problem Resolution.
- **Confidentiality:** Confidentiality is always maintained except in cases where there is a legal obligation to intervene, such as in the case of child or elder abuse, a serious threat of harm to self or others, or threats of workplace violence.

VI. Optional Services

- **GCN Compliance Training: NO**
ESI has partnered with Global Compliance Network (GCN) to offer online compliance training to our Member organizations at a **discounted rate**.



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VII. Term

- A. Either party may terminate this Agreement for breach upon 60 day's prior written notice to the other party; provided, however, that the notice shall identify the specific breach; and provided, further that the other party shall have the right to cure any alleged breach within 30 days following receipt of such notice.

VIII. Fees and Payment

- A. Client agrees to pay ESI the fees set forth in Exhibit A for the services described in this Agreement ("Service Charges"). Service Charges shall be paid in accordance with the terms and conditions set forth in Exhibit A.
- B. Interest may be imposed on overdue Service Charges. In addition, ESI shall have the right, in its sole discretion, to take one or more of the following actions without further notice to Client in the event of untimely payments for fees due to ESI under Exhibit A: (i) immediately suspend services described in this Agreement, or (ii) terminate the Agreement in accordance with Section VII.
- C. The Service Charges set forth in Exhibit A may be changed by ESI on each renewal date, with prior written notice to Client.

IX. Indemnification and Limitation of Liability

- A. ESI shall indemnify and hold Client and its successors, parents, subsidiaries, officers, directors, employees (the "Client Parties") harmless against any and all liabilities, loss, costs or expenses of whatsoever kind and nature which may be imposed on, incurred by, or asserted against the Client Parties at any time to the extent such liability, loss or expense results from ESI's gross negligence or willful misconduct under this Agreement.
- B. Client shall indemnify and hold ESI and its successors, parents, subsidiaries, officers, directors, employees (the "ESI Parties") harmless against any and all liabilities, loss, costs or expenses of whatsoever kind and nature which may be imposed on, incurred by, or asserted against the ESI Parties at any time to the extent such liability, loss or expense results from Client's gross negligence, willful misconduct, or Client's noncompliance with any state or federal laws related to this services provided for under this Agreement.
- C. Whenever a party becomes aware of a claim that may be subject to the provisions of this Section, the party shall notify the other party as soon as practicable and both parties shall reasonably cooperate in the resolution of such matter.
- D. IN NO EVENT SHALL EITHER PARTY'S LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT EXCEED THE TOTAL AMOUNTS PAID AND PAYABLE TO ESI UNDER THIS AGREEMENT IN THE MOST RECENT TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES.



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 Higher Ed EAP
 HealthCare EAP
 Union AP

X. Force Majeure

ESI's inability to perform any of the obligations provided in this Agreement due to (i) an act of God, such as earthquake, hurricane, tornado, flooding or other natural disaster; (ii) unavailability or interruption or delay of transportation, telecommunications, internet, cable, or third-party services; (iii) failure of software; (iv) inability to obtain supplies or power used in or equipment needed for provision of the services; (v) labor strikes, riots, insurrection, war; or (vi) other significant factors that are beyond ESI's reasonable control ("Force Majeure Event(s)") shall not be deemed a breach of this Agreement. In the event of Force Majeure Event(s), ESI shall make every reasonable effort to minimize delay of performance.

XI. Execution of Documents

This Agreement and all related documents may be executed by the parties in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. The exchange of executed copies of this Agreement and related documents and of signature pages by facsimile transmission and/or by electronic mail in Portable Document Format ("PDF") or similar format shall constitute effective execution and delivery and may be used in lieu of the original documents for all purposes. Signatures of the parties transmitted by facsimile and/or by electronic mail in PDF or similar format shall be deemed to be their original signatures for all purposes.

XII. Entire Agreement

This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter of this Agreement, and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter of this Agreement.

EMPLOYEE SERVICES LLC

Gordon Bell

 Gordon G. Bell, President

1/11/24 Revised

 Date

Town of Hector, NY

 Authorized Signature

 Date



TotalCare EAP
Public Safety EAP
Educators' EAP
Higher Ed EAP
HealthCare EAP
Union AP

REVISED

Employee Assistance Program (EAP) | EXHIBIT A

Town of Hector, NY ("Client") 1/1/24-12/31/24

Service Charges and Payment

- A. The annual fee for the employee assistance program is **\$18.61** per employee.
- B. The total number of employees covered under this Agreement is **31**.
- C. Client agrees to pay ESI the sum of **\$576.91** annually.
- D. The annual fee includes all employees and their household members, as well as children up to age 26 who do not reside with the employee.
- E. Payment of the **Annual** premium is due upon receipt of the invoice.
- F. If the number of covered employees increases or decreases more than 5%, the total agreement value will be revised to reflect the changes.
- G. **1** on-site trauma response(s) @ no charge per year, additional Trauma Responses available at **\$250.00** per hour plus travel time.
- H. DOT required Substance Abuse Evaluations - **\$850.00** each.

3/12/24

LAND USE LEADERSHIP ALLIANCE

TRAINING PROGRAM

TIFFANY ZEZULA
T: 914.422.4034
F: 914.422.4011
E: TZEZULA@LAW.PACE.EDU

LAND USE LAW CENTER
PACE UNIVERSITY SCHOOL OF LAW
78 NORTH BROADWAY
WHITE PLAINS, NY 10603

Dear ---:

We are pleased to inform you that you have been nominated to participate in a leadership training program this spring. The [Southern Tier Central Regional Planning and Development Board](#) and Pace University's [Land Use Law Center](#) will be bringing the award-winning [Land Use Leadership Alliance \(LULA\) training program](#) to municipalities in the Seneca-Keuka watershed in the spring of 2024. As a nominee, you have been identified as a respected and objective leader with the ability to build and manage coalitions of interested groups.

The LULA program is a four-day course. The training teaches local leaders how to develop sound and balanced strategies to accomplish policy objectives and to carry them out effectively. The content for this training will focus specifically on **land use, watersheds, resiliency, and the implementation of the Nine Element Plan**. The program will help leaders create new networks of support, identify land use techniques, and develop implementable local strategies to enable watershed protection and development that is protective of water resources. Each leader will leave the program with an implementation plan to document next steps on watershed protection.

Since 1995, over 3,000 leaders across six states have graduated from the LULA program, and over 90% of graduates report implementing one or more of the techniques taught in their program. Outcomes of past watershed-focused LULA programs have included creating watershed-based intermunicipal councils, intermunicipal agreements, municipal Natural Resource Inventories, resiliency plans, updates to Comprehensive Plans, and land use regulation reform. This project, in the spring of 2023, is funded by a grant from the Appalachian Regional Commission.

The LULA program will be held from 9 AM-3 PM on May 9-10 and June 6-7 at the [Seneca Lake Community Center](#). Breakfast and lunch will be provided each day. Cost for the program is **free of charge** so we ask for leaders only to apply if they can attend all four days. Attached is an application form for participation in this upcoming program. Please fill it out and send it via email to Tiffany Zezula by **March 15th**.

We are excited to bring this training to the Seneca-Keuka watershed and look forward to working with your municipality. If you have any questions about the program, please feel free to contact me at 914-422-4034, tzezula@law.pace.edu or HannahMathilde Waschezyn, STC Planning at (607) 962-5092 Ext. 203 or hmwaschezyn@stcplanning.org.

Sincerely,



Tiffany Zezula

LAND USE LEADERSHIP ALLIANCE
TRAINING  PROGRAM

Nomination Form

GENERAL INFORMATION

please print clearly

Name: _____ Title: _____

Address: _____

City, State, Zip: _____

Work Phone: _____ Home Phone: _____

Fax: _____ E-Mail: _____

Community Representing: _____

Technical Training and Professional Degrees: _____

Current Employment or Business: _____

Length of residence or work in the community: _____

Evidence of involvement in the community (Affiliations, Leadership Positions, Awards, etc.):

Jane Ike

From: Nan Woodworth <trustewoodworth@watkinsglen.us>
Sent: Wednesday, February 14, 2024 3:53 PM
To: Jane Ike
Cc: Mayor; Margaret Schimizzi; Deputy Mayor; Robert Carson; Fred Warrick
Subject: Village of Watkins Glen Summer Recreation 2024 - Please forward to Board members

Dear Town of Hector Supervisor and Councilmen:

Village of Watkins Glen - Summer Recreation is back! We are again planning for full day programs ages K to 6th.

The program will primarily be run from the Parks and Recreation Department from the Village of Watkins Glen through partnering with various local agencies such as Watkins Glen School District, Cornell Cooperative Extension, Schuyler County Youth Bureau, Cargill, and Royce Chedzoy Community Fund.

Last year was our first year back in operation in several years and it was well received by all who participated, As we plan for this summer, we anticipate that the cost of running Summer Rec. will be approximately \$80,000. We continue to explore several funding streams and are so appreciative of the \$3,000 contribution you were able to make to the program last year. This was applied directly to camperships for children in your municipality who wouldn't have otherwise been able to attend.

Through recreation and science and discovery activities, our themes will focus around environmental stewardship and nutrition while providing a fun and relaxing way to spend the summer days in our beautiful natural resources. We hope that you join us in seeing the importance of this enrichment program for our area youth.

- Activities will be open from 8 am to 4 pm – It will be a six week program from July - Mid-August, Mon to Fri
- A nominal fee may be charged per child with a maximum per family, dependent on the amount of joint funding we can attain and any restrictions based on grant support. A nominal fee for families usually ensures greater commitment. We will have a campership process in place for those who can't afford the fee.
- Child to Counselor/leader ratio will be based on state recreation regulations. There will also be possible opportunities for older students to have a work-based learning experience.

Please do not hesitate to contact one of us for further details.

Thank you for your consideration in supporting this valuable program.

Best regards,

Terri Berliene
Director of Summer Recreation
155 S Clute Park Drive
Watkins Glen, NY 14891
Office: 607.535.4438
www.watkinsglen.us
parksdept@watkinsglen.us

Nan Woodworth
Village of Watkins Glen Trustee
T: 518-320-0071
E: Trusteewoodworth@watkinsglen.us

Margaret Schimizzi
Village of Watkins Glen Trustee
T: 607-535-2026
E: Trusteeschimizzi@watkinsglen.us

Nan Woodworth
Village of Watkins Glen Trustee
T: 518-320-0071
E: Trusteewoodworth@watkinsglen.us



March 4, 2024

Town of Hector
5097 NYS Route 227
Burdett, New York 14818

Attention: Justin Boyette, Supervisor and Town Board

This Engagement Letter is to explain our understanding of the arrangements for, and the nature and limitations of, the services we are to perform for Town of Hector (the Town) with respect to gaining an understanding of the Town's cash disbursement process, and selecting a sample of Highway Fund (DA and DB) cash disbursements, as well as reviewing cash handling policies and procedures for the Town park for the year ended December 31, 2023. The Town is responsible for the Subject Matter. We are pleased to confirm our acceptance and our understanding of this agreed-upon procedures engagement by means of this letter ("Engagement Letter").

Engagement Services

Our engagement will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants (AICPA). Because the procedures included in the attachment to this Engagement Letter do not constitute an examination or review, the objective of which is the expression of an opinion or conclusion, respectively, we will not express an opinion or any other form of assurance thereon and if additional procedures were to be performed, other matters might have come to our attention.

At the conclusion of our engagement, we will submit a report in letter form outlining the procedures performed and our findings resulting from the procedures performed.

Our report will contain a statement that it is intended solely for the use of the Town and should not be used by those who have not agreed to the procedures and taken responsibility for the appropriateness of the procedures for their purposes.

If circumstances arise relating to the condition of the Town's records, the availability of appropriate evidence that, in our professional judgment, prevent us from completing the engagement, we retain the unilateral right to take any course of action permitted by professional standards, including declining to express our findings or issue a report, or withdrawing from the engagement.

The procedures that we will perform are not designed and cannot be relied upon to disclose errors, fraud or illegal acts, should any exist. However, we will inform the appropriate level of management Town Board of any material errors that come to our attention and any fraud or illegal acts that come to our attention, unless they are clearly inconsequential.

We will maintain our independence in accordance with the standards of the AICPA.

INSERO & Co. CPAs, LLP

The Highest Standard | (800) 232-9547 | www.inserocpa.com

The Town's Responsibilities

The appropriateness of the procedures included in the attachment is solely the responsibility of the Town. We make no representation regarding the appropriateness of the procedures described above, either for the purpose for which these services have been requested or for any other purpose.

Management and the Town Board are responsible for:

- 1) providing to us, prior to the conclusion of the engagement, written acknowledgment that the attached procedures are appropriate for the intended purpose of this engagement;
- 2) providing to us, at the conclusion of the engagement, a representation letter in accordance with attestation standards established by the AICPA.
- 3) the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of the Subject Matter that is free from material misstatement, whether due to fraud or error;
- 4) the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the Town involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the Subject Matter; and
- 5) informing us of its knowledge of any allegations of fraud or suspected fraud affecting the Town received in communications from employees, former employees, analysts, regulators, short sellers or others.

Records and Assistance

During the course of our engagement, we may accumulate records containing data that should be reflected in the Town's books and records. The Town will determine that all such data, if necessary, will be so reflected. Accordingly, the Town will not expect us to maintain copies of such records in our possession.

The assistance to be supplied by Town personnel, including the preparation of schedules and analyses of accounts, has been discussed and coordinated with Justin Boyette, Supervisor. The timely and accurate completion of this work is an essential condition to our completion of our services and issuance of our report.

Fees and Costs

Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement.

The payment schedule for the aforementioned services is as follows:

AUP Services for the year ending December 31, 2023 (not expected to exceed) \$7,000

Use of Third-Party Products

We also may provide services to you using certain third-party hardware, software, equipment, or products (collectively, "Third-Party Products" and each, individually, a "Third-Party Product"). You acknowledge that the use of a Third-Party Product may involve the processing, input, disclosure, movement, transfer, and storage of information provided by or on behalf of you to us, including Confidential Information and Personal Information, within the Third-Party Product's infrastructure and not ours. You further acknowledge that the terms of use and service, including, but not limited to, applicable laws, set forth in the end-user license, end-user subscription agreement, or other end-user agreement for such Third-Party Product (collectively, "EULA(s)") will govern all obligations of such licensor relating to data privacy, storage, recovery, security, and processing within such Third-Party Product's infrastructure, as well as, the service levels associated with such Third-Party Product. You hereby consent to the disclosure of your information, including your Confidential Information and Personal Information, to the licensors of such Third-Party Products for the purpose described herein.

To the extent Insero & Co. CPAs, LLP gives the Town access to a Third-Party Product in connection with the services contemplated herein, the Town agrees to comply with the terms of any applicable EULA for such Third-Party Product, and the Town shall be solely responsible for the improper use of a Third-Party Product or a violation of the applicable EULA for such Third-Party Product, by the Town, or any user to whom the Town grants access to such Third-Party Product. The Town agrees to indemnify and hold Insero & Co. CPAs, LLP harmless from and against any claims, actions, lawsuits, proceedings, judgments, liens, losses, damages, costs, expenses, fees (including reasonable legal fees, expenses, and costs), and other liabilities relating to, or arising from or out of, the improper use of a Third-Party Product, or a violation of the terms of the applicable EULA for such Third-Party Product, by the Town, or any user to whom the Town grants access to such Third-Party Product.

You acknowledge that the use of Third-Party Products may be subject to limitations, delays, interruptions, errors, and other problems which are beyond our control, including, without limitation, internet outage or lack of availability related to updates, upgrades, patches, fixes, maintenance, or other issues. We will not be liable for any delays, delivery failures, or other losses or damages resulting from such issues. Nor will we be held responsible or liable for any loss, or unauthorized use or disclosure, of any information or data provided by you, including, without limitation, Personal Information provided by you, resulting from the use of a Third-Party Product.

Use and Ownership; Access to Documentation

The Documentation for this engagement is the property of Insero & Co. CPAs, LLP. For the purposes of this Engagement Letter, the term "Documentation" shall mean the confidential and proprietary records of Insero & Co. CPAs, LLP's procedures performed, relevant evidence obtained, other related workpapers, and conclusions reached. Documentation shall not include custom-developed documents, data, reports, analyses, recommendations, and deliverables authored or prepared by Insero & Co. CPAs, LLP for the Town under this Engagement Letter, or any documents belonging to the Town or furnished to Insero & Co. CPAs, LLP by the Town.

Review of Documentation by a successor practitioner or as part of due diligence is subject to applicable Insero & Co. CPAs, LLP policies, and will be agreed to, accounted for and billed separately.

Any such access to our Documentation is subject to a successor practitioner signing an Access & Release Letter substantially in Inero & Co. CPAs, LLP's form. Inero & Co. CPAs, LLP reserves the right to decline a successor practitioner's request to review our workpapers.

In the event we are required by government regulation, subpoena or other legal process to produce our documents or our personnel as witnesses with respect to our engagements for the Town, the Town will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

Indemnification, Limitation of Liability, and Claim Resolution

Because Inero & Co. CPAs, LLP will rely on the Town and its management and the Town Board to discharge the foregoing responsibilities, you agree to indemnify, hold harmless and release Inero & Co. CPAs, LLP and its partners, principals, officers, directors, employees, affiliates, subsidiaries, contractors, subcontractors, agents, representatives, successors, or assigns from all third-party claims, liabilities, losses and costs arising in circumstances where there has been a knowing misrepresentation by a member of the Town management or the Town Board.

The Town and Inero & Co. CPAs, LLP agree that no claim arising out of, from, or relating to the services rendered pursuant to this Engagement Letter shall be filed more than two years after the date of the agreed-upon procedures report issued by Inero & Co. CPAs, LLP or the date of this Engagement Letter if no report has been issued. In no event shall Inero & Co. CPAs, LLP or the Town, or any of their respective partners, principals, officers, directors, employees, affiliates, subsidiaries, contractors, subcontractors, agents, representatives, successors, or assigns (collectively, the "covered parties" and each individually, a "covered party"), be liable for the interruption or loss of business, any lost profits, savings, revenue, goodwill, software, hardware, or data, or the loss of use thereof (regardless of whether such losses are deemed direct damages), or incidental, indirect, punitive, consequential, special, exemplary, or similar such damages, even if advised of the possibility of such damages. Except for a covered party's indemnification obligations under this Engagement Letter, to the fullest extent permitted by law, the total aggregate liability of the covered parties arising out of, from, or relating to this Engagement Letter, or the report issued or services provided hereunder, regardless of the circumstances or nature or type of claim, including, without limitation, claims arising from a covered party's negligence or breach of contract or warranty, or relating to or arising from a government, regulatory or enforcement action, investigation, proceeding, or fine, will not exceed the total amount of the fees paid by the Town to Inero & Co. CPAs, LLP under this Engagement Letter. Notwithstanding the foregoing, nothing in this limitation of liability provision shall, or shall be interpreted or construed to, relieve the Town of its payment obligations to Inero & Co. CPAs, LLP under this Engagement Letter.

Confidentiality

Inero & Co. CPAs, LLP and the Town may, from time to time, disclose Confidential Information (as defined below) to one another. Accordingly, Inero & Co. CPAs, LLP and the Town agree as the recipient of such Confidential Information (the "Receiving Party") to keep strictly confidential all Confidential Information provided to it by the disclosing party (the "Disclosing Party") and use, modify, store, and copy such Confidential Information only as necessary to perform its obligations and exercise its rights under this Engagement Letter and for no other purpose or use.

Except as otherwise set forth herein, the Receiving Party may only disclose the Confidential Information of the Disclosing Party to its personnel, agents, and representatives who are subject to obligations of confidentiality at least as restrictive as those set forth herein and only for the purpose of exercising its rights and fulfilling its obligations hereunder. To avoid any doubt, Insero & Co. CPAs, LLP is permitted to disclose the Town Confidential Information to Insero & Co. CPAs, LLP's personnel, agents, and representatives to provide the services or exercise its rights under this Engagement Letter or for the purpose of maintaining compliance with applicable laws and professional, regulatory, and/or ethical standards.

As used herein, "Confidential Information" means, information in any form, oral, graphic, written, electronic, machine-readable or hard copy consisting of: (i) any nonpublic information provided by the Disclosing Party, including, but not limited to, all of its inventions, designs, data, source and object code, programs, program interfaces, know-how, trade secrets, techniques, ideas, discoveries, marketing and business plans, pricing, profit margins and/or similar information; (ii) any information that the Disclosing Party identifies as confidential; or (iii) any information that, by its very nature, a person in the same or similar circumstances would understand should be treated as confidential, including, but not limited to, this Engagement Letter.

As used herein, the term "Confidential Information" will not include information that: (i) is publicly available at the time of disclosure by the Disclosing Party; (ii) becomes publicly available by publication or otherwise after disclosure by the Disclosing Party, other than by breach of the confidentiality obligations set forth herein by the Receiving Party; (iii) was lawfully in the Receiving Party's possession, without restriction as to confidentiality or use, at the time of disclosure by the Disclosing Party; (iv) is provided to the Receiving Party without restriction as to confidentiality or use by a third party without violation of any obligation to the Disclosing Party; or (v) is independently developed by employees or agents of the Receiving Party who did not access or use the Disclosing Party's Confidential Information.

The Receiving Party will treat the Disclosing Party's Confidential Information with the same degree of care as the Receiving Party treats its own confidential and proprietary information, but in no event will such standard of care be less than a reasonable standard of care. The Receiving Party will promptly notify the Disclosing Party if it becomes aware that any of the Confidential Information of the Disclosing Party has been used or disclosed in violation of this Engagement Letter.

Notwithstanding anything stated to the contrary in this Engagement Letter, the Town consents to Insero & Co. CPAs, LLP: (i) using any information or data, including Confidential Information and Personal Information, provided by or on behalf of the Town, or otherwise obtained by Insero & Co. CPAs, LLP, in connection with the services provided under this Engagement Letter, to provide the Town with professional services under any other professional services agreement the Town enters into or has entered into with Insero & Co. CPAs, LLP; and (ii) using any information or data provided by or on behalf of the Town, or otherwise obtained by Insero & Co. CPAs, LLP, in connection with professional services provided by Insero & Co. CPAs, LLP under another professional service agreement Insero & Co. CPAs, LLP has entered into with the Town, including confidential, personal, or other protected information, to provide the services under this Engagement Letter to the Town.

Personal Information

As used herein, the term "Personal Information" means any personal information as may be defined by applicable privacy, data protection or cybersecurity laws, that directly or indirectly identifies a natural person, and includes, but is not limited to, nonpublic, personally identifiable information such as Social Security numbers, Social Insurance numbers, driver's license numbers or government-issued identification card numbers, and health information.

Each party agrees to transmit Personal Information consistent with applicable laws and any other obligations the respective party may have. We are permitted to use all such Personal Information to perform our obligations and exercise our rights under this Engagement Letter.

You represent and warrant that you have provided all notices and obtained all consents required under applicable data protection laws prior to your collection, use and disclosure to us or our Subcontractors of such Personal Information and shall take reasonable steps to ensure that such Personal Information does not include irrelevant or unnecessary information about individuals.

Upon your written request, we will enter into a mutually agreed upon agreement relating to the lawful cross-border transfer and processing of Personal Information.

We agree to maintain appropriate security measures to protect such Personal Information in accordance with applicable laws.

If we become aware of an unauthorized acquisition or use of Town-provided Personal Information, we will promptly inform you of such unauthorized acquisition or use as required by applicable laws and, upon your written request, reasonably cooperate with you at your sole cost in support of any breach notification requirements as imposed upon you by applicable laws.

Retention of Records

We will return to you all original records you provide to us in connection with this engagement. Further, in addition to providing you with those deliverables set forth in this Engagement Letter, we will provide to you a copy of any records we prepare or accumulate in connection with such deliverables which are not otherwise reflected in your books and records without which your books and records would be incomplete. You have the sole responsibility for retaining and maintaining in your possession or custody all of your financial and nonfinancial records related to this engagement. We will not host, and will not accept responsibility to host, any of your records. We, however, may maintain a copy of any records of yours necessary for us to comply with applicable law and/or professional standards or to exercise our rights under this Engagement Letter. Any such records retained by us will be subject to the confidentiality obligations set forth herein and destroyed in accordance with our record retention policies.

Termination

Your failure to make full payment of any and all undisputed amounts invoiced in a timely manner constitutes a material breach for which we may refuse to provide deliverables and/or, upon written notice, suspend or terminate our services under this Engagement Letter. We will not be liable to you for any resulting loss, damage or expense connected with the suspension or termination of our services due to your failure to make full payment of undisputed amounts invoiced in a timely manner.

You may terminate this Engagement Letter for any reason upon fifteen (15) days' prior written notice to us. In the event you terminate this engagement, you will pay us for all services rendered (including deliverables and products delivered), expenses incurred, and noncancelable commitments made by us on your behalf through the effective date of termination.

Either party may terminate this Engagement Letter upon written notice if: (i) circumstances arise that in its judgment would cause its continued performance to result in a violation of law, a regulatory requirement, applicable professional or ethical standards, or, in the case of Insero & Co. CPAs, LLP, our client acceptance or retention standards; or (ii) if the other party is placed on a Sanctioned List (as defined herein), or if any director or executive of, or other person closely associated with such other party or its affiliate, is placed on a Sanctioned List.

We will not be responsible for any delay or failure in our performance resulting from acts beyond our reasonable control or unforeseen or unexpected circumstances, such as, but not limited to, acts of God, government or war, riots or strikes, disasters, fires, floods, epidemics, pandemics or outbreaks of communicable disease, cyberattacks, and internet or other system or network outages. At your option, you may terminate this Engagement Letter where our services are delayed more than 120 days; however, you are not excused from paying us for all amounts owed for services rendered and deliverables provided prior to the termination of this Engagement Letter.

When an engagement has been suspended at the request of management or the Town Board and work on that engagement has not recommenced within 120 days of the request to suspend our work, we may, at our sole discretion, terminate this Engagement Letter without further obligation to you. Resumption of our work following termination may be subject to our client acceptance procedures and, if resumed, will require additional procedures not contemplated in this Engagement Letter. Accordingly, the scope, timing and fee arrangement discussed in this Engagement Letter will no longer apply. In order for us to recommence work, the execution of a new Engagement Letter will be required.

The parties agree that those provisions of this Engagement Letter which, by their context, are intended to survive, including, but not limited to, payment, limitations on liability, claim resolution, use and ownership, and confidentiality obligations, shall survive the termination of this Engagement Letter.

Miscellaneous

We may mention your name and provide a general description of the engagement in our client lists and marketing materials.

Notwithstanding anything stated to the contrary in this Engagement Letter, the Town acknowledges and consents that we also may utilize Confidential Information and Personal Information to improve the quality of our services and offerings and/or develop or perform internal data analysis, or other insight generation. Information developed in connection with these purposes may be used by us to provide services or offerings. We will not use your Confidential Information or Personal Information in a way that would permit the Town or an individual to be identified by third parties without your prior written consent.

The Town agrees that it will not include our reports, or otherwise make reference to us, in any public or private securities offering without first obtaining our written permission. Any request to consent is also a matter for which separate arrangements may be necessary.

After obtaining our permission, the Town also agrees to provide us with printer's proofs or masters of such offering documents for our review and approval before printing, and with a copy of the final reproduced material for our approval before it is distributed. If, based on our review, we identify no material inconsistencies with our engagement, or other misstatements of fact, we will promptly communicate in writing to the Town that we do not object to the inclusion of our report in the offering documents. In the event our practitioner/client relationship has been terminated when the Town seeks such consent, we will be under no obligation to grant such consent or approval.

Our professional standards require that we perform certain additional procedures on current and previous years' engagements, whenever a partner or professional employee leaves Insero & Co. CPAs, LLP and is subsequently employed by or associated with a client in a key position. Accordingly, you agree to compensate us for any additional costs incurred as a result of your employment of one of our partners, principals or employees.

Each party hereto affirms it has not been placed on a Sanctioned List (as defined below) and will promptly notify the other party upon becoming aware that it has been placed on a Sanctioned List at any time throughout the duration of this Engagement Letter. The Town shall not, and shall not permit third parties to, access or use any of the deliverables provided for hereunder, or Third-Party Products provided hereunder, in violation of any applicable sanctions laws or regulations, including, but not limited to, accessing or using the deliverables provided for hereunder or any Third-Party Products from any territory under embargo by the United States or Canada. The Town shall not knowingly cause Insero & Co. CPAs, LLP to violate any sanctions applicable to Insero & Co. CPAs, LLP. As used herein "Sanctioned List" means any sanctioned person or entity lists promulgated by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. State Department, the Consolidated Canadian Autonomous Sanctions List, the United Nations Security Council, the European Union, and United Kingdom.

Any term of this Engagement Letter that would be prohibited by or impair our independence under applicable law or regulation shall not apply, to the extent necessary only to avoid such prohibition or impairment.

Notices

Unless otherwise expressly agreed upon by the parties in this Engagement Letter, all notices required to be given hereunder will be in writing and addressed to the party at the business address provided in this Engagement Letter, or such other address as such party may indicate by a notice delivered to the other party. A copy of any legal notice (e.g., any claimed breach or termination of this Engagement Letter) sent by the Town to Insero & Co. CPAs, LLP shall also be sent to the following address: 20 Thornwood Drive, Suite 200, Ithaca, New York, 14850. Except as otherwise expressly provided in this Engagement Letter, notices hereunder will be deemed given and effective: (i) if personally delivered, upon delivery; (ii) if sent by registered or certified mail or by overnight courier service with tracking capabilities, upon receipt; and, (iii) if sent by electronic mail (without indication of delivery failure), at such time as the party that sent the notice receives confirmation of receipt, whether by read-receipt confirmation or otherwise.

Governing Law

This Engagement Letter, including, without limitation, its validity, interpretation, construction, and enforceability, and any dispute, litigation, suit, action, claim, or other legal proceeding arising out of, from, or relating in any way to this Engagement Letter, any provisions herein, a report issued or the services provided hereunder, will be governed and construed in accordance with the laws of the State of New York, without regard to its conflict of law principles, and applicable U.S. federal law.

Entire Agreement

This Engagement Letter constitutes the complete and exclusive statement of agreement between Inero & Co. CPAs, LLP and the Town and supersedes all prior agreements, understandings, and proposals, whether oral or written, relating to the subject matter of this Engagement Letter.

If any term or provision of this Engagement Letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken, and all other terms and provisions will remain in full force and effect.

This Engagement Letter may be amended or modified only by a written instrument executed by both parties.

Electronic Signatures and Counterparts

Each party hereto agrees that any electronic signature of a party to this Engagement Letter or any electronic signature to a document contemplated hereby (including any representation letter) is intended to authenticate such writing and shall be as valid, and have the same force and effect, as a manual signature. Any such electronically signed document shall be deemed (a) to be "written" or "in writing," (b) to have been signed and (c) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Each party hereto also agrees that electronic delivery of a signature to any such document (via email or otherwise) shall be as effective as manual delivery of a manual signature. For purposes hereof, "electronic signature" includes, but is not limited to, (a) a scanned copy (as a "pdf" (portable document format) or other replicating image) of a manual ink signature, (b) an electronic copy of a traditional signature affixed to a document, (c) a signature incorporated into a document utilizing touchscreen capabilities or (d) a digital signature. This Engagement Letter may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement. Paper copies or "printouts," of such documents if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.

Please sign and return a copy of this Engagement Letter to indicate your acknowledgment of, and agreement with, the arrangements for the agreed-upon procedures we are to perform with respect to the Subject Matter, including our respective responsibilities.

Acknowledgement and Acceptance

Each party acknowledges that it has read and agrees to all of the terms and conditions contained herein. Each party and its signatory below represent that said signatory is a duly authorized representative of such party and has the requisite power and authority to bind such party to the undertakings and obligations contained herein.

Respectfully Submitted,

Insero & Co. CPAs, LLP

Insero & Co. CPAs, LLP
Certified Public Accountants
Ithaca, New York

Evan Cleveland, CPA, Partner

Confirmed on behalf of Town of Hector:

Justin Boyette, Supervisor

Date