
TOWN OF HECTOR

11/09/2023

10:28:27

Abstract # 011
Summary by Fund

| Code | Fund | Prepays | Unpays | Totals |
|---------------|--------------------------|----------------|-------------------|-------------------|
| A | GENERAL FUND - TOWNWIDE | | 8,068.63 | 8,068.63 |
| B | GENERAL FUND - PART TOWN | | 410.45 | 410.45 |
| DA | HIGHWAY FUND - TOWNWIDE | | 175,374.88 | 175,374.88 |
| DB | HIGHWAY FUND - PART TOWN | | 16,868.47 | 16,868.47 |
| SW | WATER DISTRICT | | 6,724.44 | 6,724.44 |
| TA | TRUST & AGENCY | | 26,240.20 | 26,240.20 |
| SM | AMBULANCE | | 182.00 | 182.00 |
| Total: | | | 233,869.07 | 233,869.07 |

Town of Hector Highway Department – October 2023 Report

(Board Meeting: November 9, 2023)

Training • Single-man snow plow • task training on new mowing tractor

Sanders & Plow Frames • Installation complete for winter season

Ditching • Kelsey Road

Fall Grading • Main roads complete • Seasonal roads to begin soon

Winter Sand • Stockpiles complete

Jolly Pit • Started reclaiming and seeding – rest to be finished next year

Yearly Vehicle Inspections • Complete except 1 pickup due this month

Randy Rappleye
Highway Superintendent

"Retirement is not the end of the road; it is the beginning of the open highway."

October 2023

Town of Hector

Code Enforcement Monthly Report

| | |
|-----------------------------|----|
| Building Permits Issued: | 11 |
| Building Permits Completed: | 5 |

Project Summary

| | |
|--------------------------|---|
| Decks/ Porches | 1 |
| Demolitions | 1 |
| Electric Upgrades | 2 |
| Miscellaneous | 1 |
| Renovations | 1 |
| Roof Repair/ Replacement | 2 |
| Single Family Home | 2 |
| Solar | 1 |

| | |
|---|------------------|
| Issued Building Permits Construction Value: | \$835,425 |
| Completed Permits Construction Value: | \$424,000 |
| Collected Fees: | \$ 1792 |

Submitted by:

Jason Santobianco 11/09/2023

Town of Hector

Building Permit Summary by Census Code: - misc

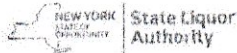
| Permit# | Applicant Name | Issued | Final | Property Owner & Location | Tax Map# Lot# | Fee | Project Description | Cost |
|-----------------------------|---------------------------|----------|-------|--|------------------|---------------|---|------------------|
| Deck / Porch | | | | | | | | |
| 23-0135 | Glen Eastern Holdings LLC | 10/27/23 | | Glen Eastern Holdings LLC 3459 NYS ROUTE 79 | 54.-1-54.1 | 108.00 | Construct 16x24 Deck Expansion | 26,000.00 |
| Count: 1 | | | | | | 108.00 | | 26,000.00 |
| Demolition | | | | | | | | |
| 23-0126 | Alexander, John | 10/12/23 | | Alexander, John 5159 CLUB SENECA ROAD | 11.20-1-14 | 35.00 | Demo Existing Cottage | |
| Count: 1 | | | | | | 35.00 | | |
| Electrical/Upgrades | | | | | | | | |
| 23-0131 | COLE, LINDA | 10/20/23 | | COLE, LINDA 5817 STILWELL ROAD | 10.-1-43 | 98.00 | Install Heat Pump System and Direct Vent Water Heater | 20,746.00 |
| 23-0132 | Morse, Christopher | 10/25/23 | | Morse, Christopher 6156 NYS ROUTE 79 | 36.-1-11.2 | 104.00 | Install LG Heat Pump | 23,853.00 |
| Count: 2 | | | | | | 202.00 | | 44,599.00 |
| Miscellaneous | | | | | | | | |
| 23-0128 | Simmons, Rick | 10/12/23 | | Simmons, Rick 6089 CLUB 15 | 1.20-1-13 | 154.00 | Install Tram System | 72,000.00 |
| Count: 1 | | | | | | 154.00 | | 72,000.00 |
| Renovations/ Remodel | | | | | | | | |
| 23-0129 | Boyette Justin | 10/18/23 | | Boyette Justin 6186 NYS ROUTE 414 | 2.13-1-37 | 72.00 | Replace kitchen cabinets | 8,000.00 |
| Count: 1 | | | | | | 72.00 | | 8,000.00 |
| Roof Replacement | | | | | | | | |
| 23-0134 | Haynes, Mathew | 10/25/23 | | Haynes, Mathew 4540 SENECA ROAD | 3.-1-9 | 60.00 | Roof Repair | 2,000.00 |
| 23-0133 | Rentals LLC Fingerlakes | 10/25/23 | | Rentals LLC Fingerlakes 5619 NYS ROUTE 414 | 7.-1-71 | 65.00 | Roof Repair | 4,500.00 |
| Count: 2 | | | | | | 125.00 | | 6,500.00 |

| Permit# Applicant Name | Issued | Final | Property Owner & Location | Tax Map# Lot# | Fee | Project Description Cost |
|---------------------------|-----------|-------|--------------------------------------|------------------|-------------------|---|
| Single Family Home | | | | | | |
| 23-0130 Brown, William | 10/18/23 | | Brown, William 4877 BIRGE ROAD | 22.-1-18 | 657.00 | Construct 3312 Sq Ft Single Family Home - ICF Walls 575,000.00 |
| 23-0136 Vargas Maria | 10/27/23 | | Vargas Maria 3145 DOLPHSBURG ROAD | 66.-1-18 7 | 196.00 | Construct 512 Sq Ft Single Family Home 70,000.00 |
| Count: | 2 | | | | 853.00 | 645,000.00 |
| Solar | | | | | | |
| 23-0127 BENNETT, KAREN | 10/12/23 | | BENNETT, KAREN 5541 WILLIAMEE RD | 15.-1-30.113 | 116.00 | Install 12.92 Ground Mounted Solar PV 33,326.00 |
| Count: | 1 | | | | 116.00 | 33,326.00 |
| Total Count: | 11 | | | | \$1,665.00 | \$835,425.00 |

Town of Hector

Building Permits Completed: 10/01/2023 - 10/31/2023

| Permit# Applicant Name | Issued | Final | Property Owner & Location | Tax Map# Lot# | Fee | Project Description Cost |
|-------------------------------------|----------|----------|---|------------------|-----------------|---|
| 15-0051 MARSH DAVID & CAROL | 06/25/15 | 10/03/23 | MARSH DAVID & CAROL 3285 CHAPMAN ROAD | 57.-1-19.2 | 244.00 | Construct new additional living space to existing residents ***** |
| 20-0032 LIKODIS, GABE | 04/23/20 | 10/10/23 | LIKODIS, GABE SATTERLY HILL RD | 33.-1-95 | 60.00 | Construct 24x24 storage building ***** |
| 22-0052 Leader, Guy & Mary | 05/10/22 | 10/06/23 | Leader, Guy & Mary 6021 Cayutaville Rd | 57.-1-18.41 | 279.00 | Install 1680 Sq Ft Manufactured Home ***** |
| 22-0104 Hoffmire, Brian & Claire | 08/29/22 | 10/06/23 | Hoffmire, Brian & Claire VanDerzee, Dustin | 10.-3-20 | 20.00 | Install 16x36 in ground Pool ***** |
| 22-0146 VanDerzee, Dustin | 11/15/22 | 10/06/23 | VanDerzee, Dustin 5609 NYS Route 227 | 15.-4-1.2 | 247.00 | Replace Existing Manufactured Home with new 1547 Sq ft Manufactured Home ***** |
| Total Count: | 5 | | | | \$850.00 | \$424,000.00 |



OFFICE USE ONLY
☐ Original ☐ Amended Date _____

AMENDED

RECEIVED

OCT 30 2023 49
 Town of Hector
 J. M. P. Town Clerk

**Standardized NOTICE FORM for Providing 30-Day Advance
 Notice to a Local Municipality or Community Board**

1. Date Notice Sent: **10/30/2023** 1a. Delivered by: **Audrey Mayette Hand Delivered**

AMENDED

2. Select the type of Application that will be filed with the Authority for an On-Premises Alcoholic Beverage License:

For premises outside the City of New York:

☒ New Application ☐ Removal ☐ Class Change

For premises in the City of New York:

☒ New Application ☐ New Application and Temporary Retail Permit ☐ Temporary Retail Permit ☐ Removal
☒ Class Change ☐ Method of Operation ☐ Corporate Change ☐ Renewal ☐ Alteration

For **New** and Temporary Retail Permit applicants, answer each question below using all information known to date
 For **Renewal** applicants, answer all questions

For **Alteration** applicants, attach a complete written description and diagrams depicting the proposed alteration(s)

For **Corporate Change** applicants, attach a list of the current and proposed corporate principals

For **Removal** applicants, attach a statement of your current and proposed addresses with the reason(s) for the relocation

For **Class Change** applicants, attach a statement detailing your current license type and your proposed license type

For **Method of Operation Change** applicants, although not required, if you choose to submit, attach an explanation detailing those changes

Please include all documents as noted above. Failure to do so may result in disapproval of the application.

This 30-Day Advance Notice is Being Provided to the Clerk of the Following Local Municipality or Community Board:

3. Name of Municipality or Community Board: **Town of Hector**

Applicant/Licensee Information:

4. Licensee Serial Number (if applicable): _____ Expiration Date (if applicable): _____

5. Applicant or Licensee Name: **The Boars Nest LLC**

6. Trade Name (if any): _____

7. Street Address of Establishment: **5800 State Route 414**

8. City, Town or Village: **Hector**, NY Zip Code: **14841**

9. Business Telephone Number of applicant/ Licensee: **607-229-5931**

10. Business E-mail of Applicant/Licensee: **boarsnest414@gmail.com**

11. Type(s) of alcohol sold or to be sold: ☐ Beer & cider ☐ Wine, Beer & Cider ☒ Liquor, Wine, Beer & Cider

12. Extent of Food Service: ☒ Full Food menu; full kitchen run by a chef/cook ☐ Menu meets legal minimum food requirements; food prep area required

13. Type of Establishment: **Bar/Tavern**

☐ Seasonal Establishment ☒ Juke Box ☒ Disc Jockey ☒ Recorded Music ☒ Karaoke

14. Method of Operation: (check all that apply) ☒ Live Music (give details i.e., rock bands, acoustic, jazz, etc.): **Varies on schedule**

☒ Patron Dancing ☐ Employee Dancing ☐ Exotic Dancing ☐ Topless Entertainment

☐ Video/Arcade Games ☐ Third Party Promoters ☐ Security Personnel

☐ Other (specify): _____

15. Licensed Outdoor Area: ☐ None ☒ Patio or Deck ☐ Rooftop ☒ Garden/Grounds ☒ Freestanding Covered Structure
 (check all that apply) ☐ Sidewalk Cafe ☐ Other (specify): _____

OFFICE USE ONLY

☐ Original☐ Amended

Date _____

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16. List the floor(s) of the building that the establishment is located on: One floor17. List the room number(s) the establishment is located in within the building, if appropriate: NA18. Is the premises located within 500 feet of three or more on-premises liquor establishments? ☒ Yes ☐ No19. Will the license holder or a manager be physically present within the establishment during all hours of operation? ☒ Yes ☐ No

20. If this is a transfer application (an existing licensed business is being purchased) provide the name and serial number of the licensee:

Name

Serial Number

21. Does the applicant or licensee own the building in which the establishment is located? ☐ Yes (if YES, SKIP 23-26) ☒ No**Owner of the Building in Which the Licensed Establishment is Located**22. Building Owner's Full Name: Robert W. Johnson23. Building Owner's Street Address: 5806 State Route 41424. City, Town or Village: HectorState: NYZip Code: 1484125. Business Telephone Number of Building Owner: 607-546-5800**Representative or Attorney Representing the Applicant in Connection with the Application for a License to Traffic in Alcohol at the Establishment Identified in this Notice**26. Representative/Attorney's Full Name: Robert L. Halpin27. Representative/Attorney's Street Address: 4588 State Route 22428. City, Town or Village: Montour FallsState: New YorkZip Code: 1486529. Business Telephone Number of Representative/Attorney: 607-594-378630. Business E-mail Address of Representative/Attorney: rhalpin@thehalpinfirm and kristi@thehalpinfirm.com

I am the applicant or licensee holder or a principal of the legal entity that holds or is applying for the license. Representations in this form are in conformity with representations made in submitted documents relied upon by the Authority when granting the license. I understand that representations made in this form will also be relied upon, and that false representations may result in disapproval of the application or revocation of the license.

By my signature, I affirm - under **Penalty of Perjury** - that the representations made in this form are true.

31. Printed Principal Name: Audrey MayetteTitle: Managing MemberPrincipal Signature: 

Proposed Modifications to building permit fee schedule:

Base permit fee: \$ 60 for first 2000 of construction then increase by \$2 per \$1000 of construction cost

Resulting in fees of:

| Construction Cost | Current Fee | Proposed Fee |
|-------------------|-------------|--------------|
| 2,000 | 60 | 60 |
| 25,000 | 106 | 106 |
| 50,000 | 132 | 156 |
| 100,000 | 182 | 256 |
| 500,000 | 582 | 1056 |
| 1,000,000 | 1082 | 2056 |

Projects not based on construction cost fees:

| Project | Current Fee | Proposed Fee |
|--------------------------|-------------------|--------------|
| Deck | Fee Schedule item | 50 |
| Shed | Fee Schedule Item | 50 |
| Electric Service Upgrade | 20 | 35 |
| Pool | 20 | 35 |
| Roof | 0 | 35 |
| Demo | 35 | 50 |

Annual Fire Inspection – increase to \$75 + 25 each additional building

Fire Inspection:

| | Current Fee | Proposed Fee |
|-----------------|-------------|-----------------------------|
| Fire Inspection | 50 | 75 + 25 for extra buildings |

Smith Memorial Park
Town of Hector Board Meeting
November 9, 2023

- Last night of camping was October 8th
- Campground closure:
 - Sites were cleaned, equipment coordinated for winter service & storage (Jason Bond)
 - Work shed emptied and organized (Jason Bond & Jessica)
 - Scrap metal collected, piled (Jason B. & Jessica)
 - South bath house winterized (Jason S., Josh & Jeremy)
 - Water system to be drained/closed for winter (Josh & Jeremy)
 - North bath closets organized (Jessica)
 - North bath house in process of winterization (Jason S.)
 - Seasonal campsite registrants followed up regarding site cleaning, insurance updates and winter storage agreements (Kristina). This winter is the last year for winter storage of campers/decks/sheds.
- Park Committee is reviewing seasonal rates and rules for the 2024 camping season.
- Off-Season Planning in Process:
 - Storm water drainage throughout park
 - South bath interior shower drainage
 - South & North bath house improvements/maintenance
 - "Point Road" closure & creation of pedestrian path
 - Campsite electric box inspections & repairs (Paul Terry)
 - Water hydrants inspected and replaced if necessary (Water Dept)
 - Hazard Tree inspection (Will Jennings)
 - Virtual meetings with CampSpot, online reservations for 2024
 - Brainstorming "traffic calming and/or seasonal closure possibilities regarding Park Ave and the safety issues as a result of increased through traffic between 414 and Peach Orchard Road.
 - Contact NYSEG request tree limb work and electric service upgrade.
 - Possible expansion & improvement of South boat/trailer parking area.
 - Brainstorming potential community events for 2024.

Submitted 11/8/2023

Kristina Hansen
Smith Memorial Park

TOWN CLERK'S MONTHLY REPORT

OCTOBER, 2023

page 2

DISBURSEMENTS

| | |
|--|------------------|
| PAID TO SUPERVISOR FOR GENERAL FUND | 2257.21 / 305.21 |
| PAID TO SUPERVISOR FOR PART TOWN FUND | 1,952.00 |
| PAID TO NYS DEC FOR DECALS | 1,455.09 |
| PAID 70% TO COUNTY HUMANE SOCIETY FOR DOG LICENSES | 413.70 |
| PAID TO NYS ANIMAL POPULATION CONTROL FUND | 75.00 |
| PAID TO NYS HEALTH DEPT FOR MARRIAGE LICENSES | 45.00 |
| TOTAL DISBURSEMENTS | 4,246.00 |

NOVEMBER 1, 2023

Benjamin R. Dickens, SUPERVISOR
Benjamin R. Dickens

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.

Jane M. V. Ike
Town Clerk

TOWN CLERK'S MONTHLY REPORT

OCTOBER, 2023

TOWN OF HECTOR, NEW YORK

PAGE 1

TO THE SUPERVISOR:

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:

| | | | |
|------------------------------|-----------|--|-----------------|
| A1255 | | | |
| | <u>14</u> | DECALS | <u>67.91</u> |
| | <u>2</u> | MARRIAGE LICENSES NO. 23033 TO 23034 | <u>35.00</u> |
| | <u>1</u> | MARRIAGE OFFICIANTS NO. 000001 TO 000001 | <u>25.00</u> |
| TOTAL TOWN CLERK FEES | | | 127.91 |
| <hr/> | | | |
| A2544 | | | |
| | <u>61</u> | DOG LICENSES | <u>177.30</u> |
| TOTAL A2544 | | | 177.30 |
| <hr/> | | | |
| B1603 | | | |
| | <u>1</u> | CERTIFIED MARRIAGE COPY | <u>10.00</u> |
| | <u>15</u> | CERTIFIED BIRTH\DEATH | <u>150.00</u> |
| TOTAL B1603 | | | 160.00 |
| <hr/> | | | |
| B2555 | | | |
| | <u>14</u> | BUILDING PERMITS | <u>1,792.00</u> |
| TOTAL B2555 | | | 1,792.00 |
| <hr/> | | | |



RECEIVED NOV 05 2023

BOARD MEMBERS

Sarah Agan

Margaret Coffey, DVM

Sarah E.J. Collier, J.D.

Gita Devi, Secretary

Chad Hendrickson, President

Michael Lausell, Esq., Vice President

Erin McMurrough

Joanna Snyder, Treasurer

Patrick Ward

EXECUTIVE DIRECTOR

Georgie Taylor

November 1, 2023

Mr Ben Dickens, Supervisor – Town of Hector
5097 State Route 227
Burdett, NY 14818

Dear Supervisor Dickens:

As you are aware, the contract between the Town of Hector and the Humane Society of Schuyler County for dog sheltering will expire on December 31st, 2023. Attached you will find a proposed contract for your review. We are proposing that for the calendar year 2024 the contract between our two entities remains the same as it has in previous years.

However, going forward, given upcoming significant changes to NYS Agriculture and Markets law coupled with the impacts of increased operational costs, we are anticipating that it will be necessary to propose changes to the current contract structure. New York State Department of Agriculture and Markets will be implementing and enforcing a new law specifying new standards of care for all entities housing companion animals. The companion Animal Standards of Care Act (A.624C/S.6870B) will go into effect in calendar year 2025.

We have already begun an evaluation of the changes that will be necessary to be in compliance with the new standards. It is our expectation that the new law will have significant impact on the operation of the Humane Society dictating both capital expenditure and changes to operational procedures which will translate into additional costs.

It is our intention to continue a thorough analysis of the impact of the new law on the organization and anticipated operational cost increases. Upon completion of this analysis, we will be better positioned to develop a more informed contract proposal for your review, which we expect to have available during the latter part of the second quarter of next year. We do expect that this analysis will result in a proposal for calendar year 2025 and beyond which will reflect an increase in the fees you have historically paid.

We believe with the benefit of a full time Animal Control Officer funded by Schuyler County, and the agreement with the Sheriff that his staff will transport

124 Marina Drive
Montour Falls, NY 14865

(607) 594-2255

www.schuylerhumane.org

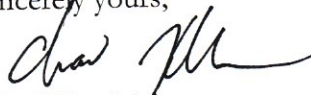


dogs to our facility, we should be able to provide the additional state mandated services that towns are required to provide.

Should you wish further discussion or clarification, please feel free to call me at 607-731-9749.

If you are in agreement with the terms of the attached contract, please sign both copies, retain one for your records and return a copy to us. We look forward to continuing to serve the needs of the residents and companion animals of Schuyler County.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Chad Hendrickson", written over the printed name.

Chad Hendrickson

President, Humane Society of Schuyler County

AGREEMENT FOR DOG SHELTER SERVICES

THIS AGREEMENT made as of the First day of January, 2024, pursuant to the provisions of Article 7 of the Agriculture and Markets Law, by and between the TOWN OF HECTOR a municipal corporation in the State of New York ("TOWN"), and The Humane Society of Schuyler County having its office and principal place of business at 124 Marina Drive Montour Falls, County of Schuyler and State of New York, ("HSSC").

WITNESSETH:

FIRST: That the HSSC, in consideration of the payment to it by the TOWN of the sums of money to be paid in the manner and at the times hereinafter described, covenants and agrees that:

- a) The HSSC will provide and maintain a shelter or pound for seized dogs, will properly care for all dogs in such shelter and will humanely euthanize or make available for adoption seized dogs not redeemed as provided in Article 7 of the Agriculture and Markets Law. Such shelter shall at all times during the term hereof be under the care and charge of a competent employee and shall be open to the public at reasonable hours.
- b) The HSSC will comply with the provisions of Article 7 of the Agriculture and Markets Law and any rules and regulations promulgated pursuant thereto in relation to the holding, care, redemption and disposition of seized dogs.
- c) The HSSC will file and maintain a complete record of any seizure and subsequent disposition of any dog in the manner prescribed by the Commissioner of Agriculture and Markets as well as any other records required by Article 7. Without limiting the foregoing, HSSC shall keep and maintain the records described in Section 113(4) of the Agriculture and Markets Law.

SECOND: In consideration of the performance by the HSSC of the terms of this Agreement, the TOWN, by its appropriate official hereby agrees to pay to the HSSC the sum of seventy percent (70%) of all fees collected under Section 110(1) of the Agriculture and Markets Law). Such sums shall be paid by the TOWN in monthly installments to the HSSC, the first installment to be paid on the 10th day of February 2024, and succeeding installments to be paid each month thereafter during the term of this Agreement.

Payments to HSSC for licenses issued will be made on a monthly basis by the tenth of the following month. . Payments will be sent to The Humane Society of Schuyler County, 124 Marina Drive, Montour Falls, NY 14865. The TOWN will continue to make all town-required State reports and will remit to the Department of Agriculture and Markets any funds due to that agency by the TOWN.

THIRD: The TOWN shall adopt, enact and keep currently in effect during the term of this Agreement a local law providing for a minimum additional license fee of \$1.00 for each spayed or neutered dog and \$3.00 for each unspayed or unneutered dog, which fees shall be paid to The State of New York Spay/Neuter Program.

| | <u>NEUTERED</u> | <u>UNNEUTERED</u> |
|------------------------|-----------------|-------------------|
| Basic License Fee | \$9.00 | \$17.00 |
| Additional License Fee | \$1.00 | \$3.00 |
| Total License Fee | \$10.00 | \$20.00 |

FOURTH: The TOWN hereby appoints the HSSC as its agent to collect all impoundment fees provided for by Agriculture and Markets Law section 117(4). The TOWN hereby agrees that HSSC shall retain all such impoundment fees collected as additional consideration for the services provided by HSSC under this Agreement.

FIFTH: The obligations of the HSSC hereunder are conditioned upon the TOWN's having enacted and continuing in force throughout this contract, a leash law.

SIXTH: This Agreement shall be for a one-year period commencing January 1, 2024, and terminating December 31, 2024. The parties agree to convene a meeting by and among representatives of HSSC and representatives of the TOWN and any other municipality contracting with HSSC for dog sheltering services no later than August 15, 2024, for the purpose of discussing the renewal, amendment and/or replacement of this Agreement.

SEVENTH: The TOWN shall provide a monthly report of funds received under Section 110 of the Agriculture and Markets Law in the form designated by the Department and provide such report to the HSSC with each monthly payment and provide a listing of dog owners and dogs' names. HSSC will provide a monthly report of all redemption and adoption activity to the TOWN including redemption fees charged.

EIGHTH: HSSC agrees that funds received by HSSC pursuant to this Agreement shall be used only as permitted by Article 7. The parties agree that permitted expenses shall include the direct expenses of dog sheltering and care, as well as a reasonable allocation of HSSC's indirect or overhead expenses. All such funds received by HSSC, and all direct expenses paid by HSSC from such funds, shall be accounted for in a separate sub-account of HSSC's general fund. HSSC shall annually provide the TOWN a report including activity in this account, indirect/overhead expenses allocated to HSSC's services provided pursuant to this Agreement, and such other information or detail as the TOWN may reasonably request.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized officers and their municipal seals to be annexed on the day and year first above written.

(SEAL)

Humane Society Schuyler County

By 

Chad Hendrickson, President

(SEAL)

TOWN OF HECTOR

By _____

Ben Dickens, Supervisor

Jane Ike

From: Brandon Bivins <brandon.bivins@civicplus.com>
Sent: Friday, November 3, 2023 3:45 PM
To: janeike@htva.net
Cc: Jane Ike
Subject: CivicPlus Renewal
Attachments: HectorNY.pdf

Greetings,

I hope this email finds you well. I wanted to reach out again regarding your upcoming renewal. I have attached the quote for your review. If all looks good, please sign and return. Let's schedule some time to speak if you have any questions or concerns.

Brandon Bivins (He/Him/His)

Renewal Specialist • **CivicPlus**

P: 8506927061 • M: 2055276839

civicplus.com | [Let's have a conversation - book a meeting here](#)

Connect with us:



Powering and Empowering Government

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:
Date:
Customer:

Q-48719-1
9/6/2023 12:31 PM
HECTOR, NEW YORK

| QTY | Product Name | DESCRIPTION | TOTAL |
|--|-----------------------------|---|--------------|
| 1.00 | Web Open Platform Migration | Web Open Platform Migration | USD 350.00 |
| 1.00 | Web Open Subscription | Annual Renewal Website Hosting & Support - CivicCMS | USD 2,655.88 |
| Annual Recurring Services - Initial Term | | | USD 3,005.88 |

1. This renewal Statement of Work ("SOW") is between Town of Hector ("Customer") and CivicPlus, LLC and shall be subject to the terms and conditions of the original services agreement signed by Customer and CivicPlus and each applicable statement of work signed by the parties for the services listed herein (collectively, referred to as the "Agreement"). The terms of this SOW shall control and supersede any conflicting terms of the Agreement with respect to the services listed herein (the "Services").

2. This SOW shall remain in effect for an initial term starting at the Customer's next renewal date of 12/1/2023 and running for twelve months ("Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term, or any subsequent Renewal Term, this SOW will automatically renew for additional 1-year renewal terms ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".

3. Unless terminated, Customer shall be invoiced for the Annual Recurring Services on each Renewal Date of each calendar year subject to an annual increase of 5% each Renewal Term.

4. Except as set forth in in this SOW, all terms in the Agreement shall remain in full force and effect and no modification thereto shall be valid unless in writing and agreed upon by CivicPlus and Customer. This SOW embodies the entire agreement between the Parties with respect to this Amendment.

Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW. For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>.

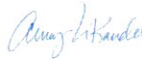
IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

CivicPlus

By:

By:



Name:

Name:

Amy Vikander

Title:

Title:

Senior Vice President of Customer Success

Date:

Date:

RECEIVED OCT 11 2023

October 2, 2023

Joshua C. Navone
Hector Town Justice
5097 State Route 227
Burdett, NY 14818

Town of Hector
Town Board
5097 State Route 227
Burdett, NY 14818

RE: Legislation at State Level affecting Local Courts

To: Benjamin R. Dickens, Supervisor
Michael Bergen, Board Member
Elizabeth Martin, Board Member
Jessica Rodgers, Board Member
Justin Boyette, Board Member
Bruno Shickel, Board Member

RE: NYS Senate Bill S139-B to limit Town and Village Justice Selections

Dear Town Board Members:

I write to alert you to a matter of great concern, not only personally but more importantly as impacts every town and village in this state. During this past legislative session, the New York Senate passed S139-B. The intent of S139-B is to dictate and limit which members of any given community may hold judicial office. It mandates that the 100 busiest town and village courts MUST be presided over by an attorney judge. Especially after equal-protection arguments, this could easily morph into a mandate that every municipality must have only attorneys as justices. While I must disclose that I am an attorney, the position does not require that it be held by an attorney.

Currently, each of these courts throughout NY is presided over by a town or village justice, all of whom have been elected by their local communities. This bill attempts to take over the right of the voters to elect those in their communities who they believe to be fair and impartial, and who would best serve that community, whether they be attorney or non-attorney. This legislation implies that members of a community are incapable of making informed decisions about who should sit in judgment of matters from the straight-forward to the highly complex as may arise in their local courts. Our own Town has benefited over the decades from having elected distinguished and extremely capable attorney and non-attorney justices alike.

Each local community has both the responsibility for, and the benefit of determining and evaluating the qualifications and judgment of their local judges on a frequent and regular basis. Notably, there is frankly a sparse pool of attorneys within many upstate communities to even fill judicial seats.

The New York State's Commission on Judicial Conduct's most recent annual report (2022) identifies that only 13% of the complaints filed against the judiciary were against town and village judges while the remaining complaints were against either "State-paid" judges, (constituting approximately 40% of the judiciary) who accounted for approximately 67% of the complaints received, or against non-judicial entities (20%).

This bill is not designed to improve the courts. Rather, it is the latest attempt by the New York State Bar Association, an organization that represents only fifteen percent (15%) of the State's attorneys, to generate increased opportunities for its members, and to dictate who we get to choose in our own local governments.

Resolution
Town Council/Board of Trustees
Town of Hector
New York

Resolution No. XXX-2023

***RESOLUTION IN OPPOSITION TO NEW YORK STATE SENATE BILL S-00139B and ASSEMBLY BILL
A-1358B***

WHEREAS, New York Senate Bill number S-00139B has been passed which, if adopted by the NYS Assembly (A 1358-B) and signed by the Governor, would require all Judges presiding in the 100 largest Town and Village Courts to be licensed to practice law in the State and to have been admitted to the NYS Bar for at least five years; and

WHEREAS, The Town and Village Courts in Schuyler County are among the nearly 1,200 Justice Courts in the State of New York that collectively handle close to 1 million cases each year; and

WHEREAS, The Town and Village Courts are known as the "Courts Closest to the People" and have broad jurisdiction, presiding over civil and criminal matters, thereby performing a vital role in the New York State Unified Court System; and

WHEREAS, The Town Court of Hector is a vital service to our residents and the Schuyler County community as a whole; and

WHEREAS, The Justices in Schuyler County's Town and Village Courts have pledged to be ever mindful of their neutrality and impartiality, and render equal justice to all, while continually adhering to judicial rules of ethics and pronouncements of the New York State Commission on Judicial Conduct; and

WHEREAS, The Justices are required to be on-call 24 hours a day, 365 days a year to review/sign arrest and search warrants, perform arraignments, and issue orders of protection; and

WHEREAS, The Justices of Town and Village Courts ensure that the rights afforded to defendants by the Constitutions of the United States and the State of New York are provided and protected; and

WHEREAS, The Justices of Town and Village Courts preside over trials involving misdemeanor and violation level offenses, thereby ensuring that the victims of those offenses can be heard; and

WHEREAS, The Town and Village Courts provide a venue for Citizens to pursue a low-cost and efficient procedure for individuals to resolve civil disputes and landlord/tenant matters; and

TOWN & VILLAGE COURTS IN NEW YORK STATE

Town and Village Courts in New York State, whose early roots have been in place since the Constitution of 1787, serve as an essential component of the state's judicial system, providing several advantages and benefits to the communities they serve. Some of the key advantages of Town and Village Courts in New York State include:

- **Accessibility:** The 1,195 Town and Village Courts are located in local communities, making them easily accessible to residents. This accessibility allows people to resolve legal issues without having to travel long distances to county or city courts.
- **Local Knowledge:** The 2,500 Judges in Town and Village Courts often have a deep understanding of their communities and the local dynamics. This local knowledge can help ensure that the court's decisions are contextually relevant and fair.
- **Cost-Efficiency:** These courts handle a wide range of cases, including traffic violations, small claims, and minor criminal offenses. By addressing these matters at the local level, Town and Village Courts can reduce the burden on higher-level courts, saving time and resources.
- **Swift Disposition of Cases:** Town and Village Courts are known for their efficiency in handling cases, leading to quicker resolutions. This can be particularly beneficial for individuals seeking timely justice or dispute resolution.
- **Informal Atmosphere:** The proceedings in Town and Village Courts are often less formal than those in higher-level courts. This can make the court experience less intimidating for individuals who are not familiar with the legal system.
- **Community Involvement:** Many Town and Village Court judges are elected by the local community, which promotes a sense of community involvement and accountability. Local residents have a say in selecting judges who reflect their values and priorities.
- **Alternative Dispute Resolution:** These courts often encourage and facilitate alternative dispute resolution methods such as mediation and arbitration. These methods can lead to mutually agreeable solutions and reduce the adversarial nature of litigation.
- **Educational Opportunities:** Town and Village Courts provide opportunities for judges to receive specialized training in areas relevant to their communities, such as traffic law, landlord-tenant disputes, and local ordinances.
- **Revenue Generation:** Although clearly not their purpose, a portion of the fines and fees collected by Town and Village Courts are returned to the localities, helping to fund essential community services.
- **Reducing Court Backlog:** By handling lower-level cases, Town and Village Courts help alleviate the caseload of higher-level courts, allowing them to focus on more complex matters.

These courts play a crucial role in providing accessible, economical, and efficient justice to New York State's many communities.

1 vision shall remain eligible to serve as a justice for the court on
2 which they currently sit.

3 § 2. Section 31 of the town law is amended by adding a new subdivision
4 2-a to read as follows:

5 2-a. Notwithstanding any other provision of law to the contrary, no
6 person may serve as a town justice in a town with a high volume case-
7 load, as determined pursuant to subdivision (a-1) of section one hundred
8 five of the uniform justice court act, unless they are an attorney
9 admitted to practice law in this state for at least five years as of the
10 date they commence the duties of office. Any change in the requirements
11 for eligibility to serve as a town justice in such town shall take
12 effect upon commencement of the next judicial term of office following
13 the designation as a town with a high volume caseload. Notwithstanding
14 the foregoing, non-attorney justices in office as of the effective date
15 of this subdivision shall remain eligible to serve as a justice for the
16 court on which they currently sit.

17 § 3. Section 3-301 of the village law is amended by adding a new
18 subdivision 6 to read as follows:

19 6. Notwithstanding any other provision of law to the contrary, no
20 person may serve as a village justice in a village with a high volume
21 caseload, as determined pursuant to subdivision (a-1) of section one
22 hundred five of the uniform justice court act, unless they are an attor-
23 ney admitted to practice law in this state for at least five years as of
24 the date they commence the duties of office. Any change in the require-
25 ments for eligibility to serve as a village justice in such village
26 shall take effect upon commencement of the next judicial term of office
27 following the designation as a village with a high volume caseload.
28 Notwithstanding the foregoing, non-attorney justices in office as of the
29 effective date of this subdivision shall remain eligible to serve as a
30 justice for the court on which they currently sit.

31 § 4. This act shall take effect on the first of January next succeed-
32 ing the date on which it shall have become a law.



Schuyler County Historical Society

108 N. Catharine Street, P.O. Box 651
Montour Falls, New York 14865
607-535-9741 / www.schuylerhistory.org

October 13, 2023

RECEIVED OCT 19 2023

Town of Hector
Ben Dickens, Supervisor
5097 Route 227
Burdett, NY 14818

Dear Supervisor Dickens and Board,

The Schuyler County Historical Society understands the fiscal challenges that face our towns and villages, so we sincerely thank you for your \$300 payment in 2022. Your support allows our staff and volunteers the ability to continue our mission to preserve the past, document today and provide access to current and future generations of Schuyler County Residents.

As the sole repository for Schuyler County's history, the Historical Society takes our duty as caretakers of our community's history seriously. We firmly believe our responsibilities include being available to answer every resident's questions about their families, places, businesses, as well as the culture and events of our county's past. The Historical Society is pleased to inform you we had good turnouts for our talks held in Hector, and we have received numerous requests for further information on many of the Hector family farms featured in our "Farming Families: 200 Years of Continuous Agriculture Exhibit." We are pleased that our resources and support continue to assist the work of your town historian.

An invoice for these services is included here. The Historical Society's operations and activities in 2022 were detailed in the annual report presented to the board earlier this year. Additional copies are available. Please feel free to call me at 607-535-9741 or email me at director@schuylerhistory.org if you have any questions at all.

Please encourage your residents to visit our Brick Tavern Museum and Wickham Rural Life Center in Montour Falls to discover the rich history and stories of our county. The Lee School Museum in Montour Falls and the Lawrence Chapel in the Town of Catharine are opened annually for visitors. The Lawrence Chapel is also available for public and private use, including weddings.

We hope you will choose to continue your support of the valuable work Historical Society volunteers, staff and Board of Trustees are doing. Thank you.

Sincerely,

Heather O'Grady-Evans

Heather O'Grady-Evans
Executive Director
Schuyler County Historical Society