

TOWN OF HECTOR

12/11/2023

14:04:57

**Abstract # 012
Summary by Fund**

Code	Fund	Prepays	Unpays	Totals
A	GENERAL FUND - TOWNWIDE		15,090.34	15,090.34
B	GENERAL FUND - PART TOWN		2,962.08	2,962.08
DA	HIGHWAY FUND - TOWNWIDE		33,377.27	33,377.27
DB	HIGHWAY FUND - PART TOWN		663.36	663.36
SW	WATER DISTRICT		14,987.71	14,987.71
TA	TRUST & AGENCY		28,082.97	28,082.97
SM	AMBULANCE		234.00	234.00
Total:			95,397.73	95,397.73

TOWN OF HECTOR
GENERAL FUND - TOWNWIDE
ABSTRACT SUMMARY

Total Claims: \$15,090.34**12/12/23****Number 012**

Account	Title	Current Balance	Current Total Claims	New Balance
A1220.4	SUPERVISOR/CONTRACTUAL EXP	115.47	111.79	3.68
A1420.4	ATTORNEY - CONTRACTUAL	0.00	36.75	-36.75
A1460.4	RECORDS MANAGEMENT - CONTRACTUAL	2,410.35	676.02	1,734.33
A1620.4	TOWN HALL BLDG-SHARED	6,890.81	4,671.62	2,219.19
A1670.4	CENTRAL PRINTING & MAILING-LEGAL	503.31	252.00	251.31
A1910.4	UNALLOCATED INSURANCE	6,051.66	24.00	6,027.66
A3310.4	TRAFFIC CONTROL - CONTRACTUAL	3,279.35	194.78	3,084.57
A3310.41	TRAFFIC CONTROL - SIGNS ONLY	2,692.44	66.84	2,625.60
A5132.21	GARAGE - EQUIPMENT/HAND TOOLS	1,369.11	89.99	1,279.12
A5132.4	GARAGE - CONTRACTUAL	5,778.31	2,765.65	3,012.66
A5182.4	STREET LIGHTING - CONTRACTUAL	794.40	250.61	543.79
A7110.2	SMITH PARK/EQUIPMENT	1,226.41	614.37	612.04
A7110.4	SMITH PARK/CONTRACTUAL	1,777.57	4,198.37	-2,420.80
A8160.4	REFUSE AND RECYCLING -	2,508.19	1,137.55	1,370.64

Transfer

*\$36.75 from A1990.4 Contingency
to A1420.4 Attorney Cont.*

*\$2420.80 from A7110.11 SP. Assist Mng'r
to A7110.4 Smith Park Cont.*

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

Total Claims: \$2,962.08**12/12/23****Number 012**

Account	Title	Current Balance	Current Total Claims	New Balance
B3620.2	CODE ENFORCE.OFFICER/EQUIPMENT	2,300.00	1,595.00	705.00
B3620.4	CODE ENFORCEMENT	548.24	367.08	181.16
B7310.4	WGSPSWIM PROGRAM/CONTRACTUAL	1,000.00	1,000.00	0.00

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

Total Claims: \$33,377.27**12/12/23****Number 012**

Account	Title	Current Balance	Current Total Claims	New Balance
DA5130.4	MACHINERY - CONTRACTUAL	58,645.78	16,287.50	42,358.28
DA5142.4	SNOW REMOVAL - CONTRACTUAL	18,585.85	9,261.16	9,324.69
DA5142.41	CONTRACTUAL/FUEL	55,221.59	7,188.84	48,032.75
DA9089.8	Other Benefits (Uniforms, Boots,	1,506.18	639.77	866.41

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

Total Claims: \$663.36**12/12/23****Number 012**

Account	Title	Current Balance	Current Total Claims	New Balance
DB5110.4	GENERAL REPAIRS - CONTRACTUAL/REG	4,568.50	272.00	4,296.50
DB5110.43	CONTR/JOLLY ROAD MINE	1,060.00	75.00	985.00
DB9089.8	Other Benefits (Uniforms, Boots,	780.22	316.36	463.86

**TOWN OF HECTOR
WATER DISTRICT
ABSTRACT SUMMARY**

Total Claims: \$14,987.71**12/12/23****Number 012**

Account	Title	Current Balance	Current Total Claims	New Balance
SW8090.4	Environmental Control	500.00	675.00	-175.00
SW8310.2	EQUIPMENT	481.10	800.00	-318.90
SW8310.4	WATER ADMINISTRATION -	4,162.89	549.96	3,612.93
SW8320.2	Equipment	60,000.00	5,100.00	54,900.00
SW8320.4	SOURCE OF SUPPLY - CONTRACTUAL	0.00	390.00	-390.00
SW8330.4	PURIFICATION - CONTRACTUAL	0.00	3,877.45	-3,877.45
SW8340.22	TRANS/EQUIP/HAND TOOLS	1,500.00	27.74	1,472.26
SW8340.4	CONTRACTUAL	0.00	3,387.57	-3,387.57
SW9089.8	UNIFORMS & CLOTHING	237.05	179.99	57.06

Transfer

*\$175.00 from SW fund balance
to SW 8090.4 Environmental Control*

*\$318.90 from SW fund balance
to SW 8310.2 - Equipment*

*\$390.00 from SW fund balance
to SW 8320.4 Source of Supply*

*\$3,877.45 from SW fund balance
to SW 8330.4 Purification*

*\$3,387.57 from fund balance
to SW 8340.4 Transmission + Distribution*

**TOWN OF HECTOR
AMBULANCE SERVICE
ABSTRACT SUMMARY**

Total Claims: \$234.00**12/12/23****Number 012**

Account	Title	Current Balance	Current Total Claims	New Balance
SM4540.42	AMBULANCE - TBurg Billing	0.00	156.00	-156.00
SM4540.43	AMBULANCE - Meck Billing	38.00	78.00	-40.00

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

Total Claims: \$28,082.97**12/12/23****Number 012**

Account	Title	Current Balance	Current Total Claims	New Balance
TA20	HOSPITAL & MEDICAL INSURANCE	-3,830.74	27,380.09	-31,210.83
TA20I	TOWN REIMBURSEMENT-HINS PREM	0.00	702.88	-702.88

TOWN OF HECTOR
Negative Balance for Expenditures

is this the correct account? will also be moved for PR #26

	Modified budget	Expended 2023	Encumbered	Unencumbered balance	% Remaining
A5010.11 TOWN HWY SUPT/TOWN HWY SUPT/PERS SVCS	61,953.00	95,242.90	0.00	-33,289.90	0.0
A7110.10 SMITH PARK - MANAGER	42,000.00	42,973.46	0.00	-973.46	0.0
A9060.82 Dental Insurance	5,120.16	5,204.07	0.00	-83.91	0.0

will also have Dec abstract

SW 8310.15 Jeremy

(after PR #26)
 - 480.00

Journal Entry / Budget Amendments

also need BJE for Reassessment:

$\$12,797.19$ debit A3040
 credit A1355.43 Assessment Contract

Transfer

$\$973.46$ from A7110.11 S.P. Assist Mgr
 to A7110.10 S.P. Manager

$\$33,289.90$ from A1990.4 Contingency
 to A5010.11 Hgwy Supt.

$\$83.91$ from to
 A9060.82 Dental Insurance

$\$480.00$ from SW 8310.41 Atty.
 to SW 8310.15 Assist. Water Supt.

Town of Hector Highway Department – November 2023 Report

(Board Meeting: December 12, 2023)

Cross Pipes • 2 done on Bergen Road

Pulled Shoulders • Chicken Coop Road • Tichenor Road

Mowing • Road Sides & boom-mowed

Smith Park • Brush removal

Spaulding Pit • Moved more dirt & stone

Ditching • Bower Road • Sirrine Road

Patching • Started – more to go

EMSHA • Completed

Snow Plowing • Couple of call-ins

#12 Dump Truck • Transmission changed

#32 D7 Dozer • Left brake – will get back after first of year

Scott Green
Highway Superintendent

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

AGREEMENT

This agreement made the ___ day of _____, 20___, by and between the

TOWN OF HECTOR, a municipal corporation organized and existing under the Laws of the State of New York, and

CARL STATES, presently residing at 2572 Steam Mill Road, Odessa, New York, being the owners of property of interest.

WITNESSETH:

WHEREAS, Carl States is the owner of certain premises within the Town of Catherine, County of Schuyler and the State of New York. Tax Map Identification Number 78.00-1-60.111, upon which gravel deposits are located, and

WHEREAS, the Town of Hector is obtaining from the New York State Department of Environmental Conservation a mining permit, permitting the Town of Hector to mine unconsolidated material from the premises of Carl States, and

WHEREAS, The Town of Hector and Carl States have agreed upon the terms and conditions of the said extraction and desire to reduce the said agreement to writing.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein the parties agree as follows:

1. That the Town of Hector shall have exclusive right, except as otherwise provided herein, to remove from the subject premises, gravel and such other unconsolidated material as might be located upon the said premises.
2. That the said premises consist of approximately thirty seven point sixty three acres (37.63) situated on the westerly side of State Route 228, in the Town of Catherine, County of Schuyler, and State of New York, as shown on the attached tax map, and Carl States represent and warrant that they have full authority to enter into this agreement in connection with the said premises without the consent or approval of any other party, and that this agreement does not conflict with or cause a default under any other agreement to which Carl States or parties or to which the premises is subject.
3. The duration of the agreement shall be for two and one-half years from the contract start date. No later than 60 days from the expiration of this mining term, the Town of Hector shall inform the owner in writing that it wishes to renew the agreement for a subsequent term.

4. That during the term of this agreement, the Town of Hector agrees to pay Carl States the sum of \$2.27 per yard of gravel extracted and removed. This price shall remain in effect for a period of two and one-half years. The current negotiated price is \$2.27 per yard of gravel extracted and removed through the first day of July 2026. Receipts for gravel removed shall be placed in the mailbox located on the subject premises at the end of each working day, and the said receipts shall set forth the yards of gravel removed during that particular day.
5. The parties stipulate and agree that the Town of Hector will bear the cost of opening the pit and partial construction of the access road within the permitted area, the owner, Carl States, will bear the cost of the construction of the stream crossing which will include two hundred (200) feet of access road east and west of the crossing. The owner also agrees that any permit fees associated with the construction of the stream crossing will be borne by the owner. The parties stipulate and agree that the access road and stream crossing will remain after final reclamation of the permitted area.
6. The entrance to the subject premises shall be blocked by a gate and shall be locked at the end of each working day. Duly authorized agents and employees of the Town of Hector and Carl States shall be the only authorized key holders. The Town of Hector shall not be responsible for the distribution of keys to any individuals or entities other than its authorized agents and employees.
7. The parties stipulate and agree that no other person shall be entitled to remove gravel or other material from the subject premises with the exception of the following participating municipalities within the County of Schuyler, New York: The Town of Montour, Town of Reading, Village of Montour Falls and Schuyler County. In the event that the other listed municipalities do extract gravel from the subject premises, payment therefore shall be made directly to the owner, Carl States. The Town of Hector shall not be responsible for collecting or paying any of such amounts to the owner. The owner further stipulates and agrees that no other persons shall be allowed to extract gravel from the subject premises during the term of this agreement.
8. The parties stipulate and agree that if any other Schuyler County Municipal agency desires to extract gravel from the premises described herein, then that municipal agency will be bound by the terms and conditions of this agreement in a like manner as the original signatories thereto. Any future parties to this agreement will agree to reimburse the Town of Hector and the other participating municipalities by means of a shared service: which means that they agree to supply manpower and/or equipment for the extraction and processing of any unconsolidated material as provided for herein and for the general maintenance of the permitted area without cost or obligation to the Town of Hector.

9. The parties stipulate and agree that payment for the material removed from the premises shall be made on a monthly basis.
10. This agreement shall be binding upon the successors, assigns, executors, and legal representative of the parties hereto.
11. This agreement shall not be changed or amended orally, but only in writing subscribed by both parties.

The owner, Carl States/Town of Hector agrees to save, hold harmless, and indemnify the other from all claims arising in consequence of its negligence in the performance of mining operations.

IN WITNESS WHEREOF, the parties have set their hands and seal the day and year first above written.

TOWN OF HECTOR BY:

Benjamin R. Dickens, Town of Hector Supervisor

COOPERATING WITH:

Carl States, Owner

**STATE OF NEW YORK
COUNTY OF SCHUYLER**

On the _____ day of _____, 20____, before me personally came _____ to me known to be the individuals described therein, who executed the foregoing instrument and who acknowledged that they had executed the same.

Notary Public

**STATE OF NEW YORK
COUNTY OF SCHUYLER**

On the _____ day of _____, 20____, before me personally came _____ to me known to be the individuals described therein, who executed the foregoing instrument and who acknowledged that they had executed the same.

Notary Public

250'

APPROXIMATE PROPERTY LINE
NOT SURVEYED 53.71 ACRES

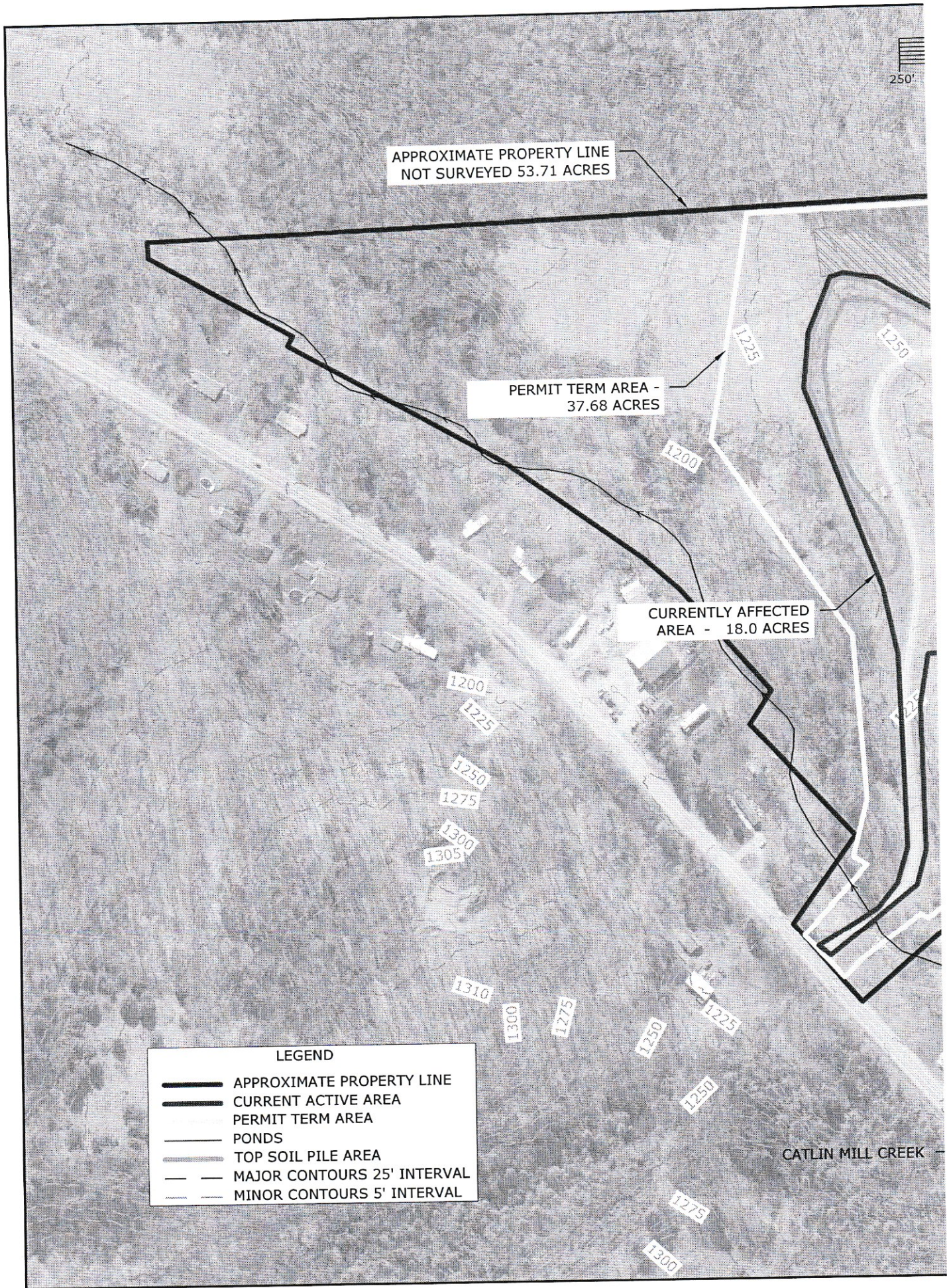
PERMIT TERM AREA -
37.68 ACRES

CURRENTLY AFFECTED
AREA - 18.0 ACRES

LEGEND

- APPROXIMATE PROPERTY LINE
- CURRENT ACTIVE AREA
- PERMIT TERM AREA
- PONDS
- TOP SOIL PILE AREA
- MAJOR CONTOURS 25' INTERVAL
- MINOR CONTOURS 5' INTERVAL

CATLIN MILL CREEK



**TOWN OF HECTOR
TOWN HIGHWAY EMPLOYMENT CONTRACT
2024**

THIS CONTRACT, made this 1st day of January 2024 by and between, THE TOWN OF HECTOR, a municipal corporation and political subdivision of the State of New York, hereinafter designated as the employer, and the employees of the Town of Hector Highway Department, hereinafter designated as employees.

WHEREAS, the parties hereto have negotiated and come to an agreement concerning the conditions of employment for the employees of the Town of Hector Highway Department for a two-year period commencing January 1, 2024 and ending December 31, 2024.

NOW, THEREFORE, it is mutually agreed as follows:

1. EMPLOYEES REGULAR HOURS OF WORK – NORMAL WORK DAY AND WORK WEEK:

The employee's regular workday shall be eight hours from 7:00am through 3:30pm with one-half hour out for lunch. Any employee arriving late for work shall be docked one-half hour for any portion of each half-hour late. The employees normal work week shall be 40 hours, being the normal time worked at straight time rates. Such work shall be Monday through Friday. This provision shall not be construed as a guarantee of work for any particular number of hours, or as a limitation on the scheduling of work. Employees may work ten-hour days, Monday through Thursday of each week from April 15th¹ through October 15 of each year, subject to change at the discretion of the town highway superintendent. All employees shall be entitled to a 10-minute on-site coffee break each workday at 9:00am.

2. PAID HOLIDAYS: Each employee shall be entitled to the following paid holidays each year:

New Year's Day
Presidents Day
Martin Luther King's Day
Memorial Day
Juneteenth – June 19th
Independence Day
Labor Day

Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day
Good Friday

In the event any of the above-specified paid holidays shall fall on a Saturday or a Sunday, the employee shall be entitled to receive the day preceding or the day following said designated holiday as a paid holiday. An extra day may be taken before or after Memorial Day, Independence Day, and Labor Day using either a personal or a vacation day.

3. PERSONAL LEAVE: Each employee shall be entitled to receive five (5) paid personal leave day each year. Such paid personal leave days may not be accrued beyond the year within which granted.

4. VACATION DAYS: Each employee who has been employed by the employer for more than one Year shall be entitled to five paid vacation days, plus one additional day per year for each year of service up to a maximum of twenty paid vacation days per year. No employee shall be allowed to accrue more than ten (10) paid vacation days.

5. APPLICATION FOR VACATION: Each employee shall be responsible for making application to The Town Highway Superintendent for such vacation as the employee shall desire. Such application shall be made at least three weeks prior to the first day of such requested vacation. In no event shall vacations or personal leave be granted to the employees that will reduce the work crew available to the Department to less than six employees on any working day. In the event of conflicting requests for vacation time and/or personal leave time, priority shall be given to the employee having the first request for such vacation and/or personal leave.

6. PAID LEAVE IN THE EVENT OF DEATH IN THE IMMEDIATE FAMILY: Each employee shall be entitled to three days paid leave upon a death in the immediate family of such employee. Immediate family to be defined as the death of a spouse, sister, brother, sister in-law or brother in-law, parents and grandparents of the employee and/or spouse, and/or children or step-children of the employee and/or spouse.

7. SICK LEAVE: Each employee shall be entitled to 8.25 hours of sick leave with pay each month and may accumulate the same to a maximum total of 120 paid sick leave days. Sick time will not accumulate if an employee is off on disability or workman's compensation.

In the event of illness and/or request for sick leave pay extending beyond three consecutive days, the employee must provide satisfactory written proof of illness to the Town Highway Superintendent. Such written proof of illness shall include certification from the employee's doctor that the employee has been ill and is now capable of returning to work and performance of his or her customary duties. There is to be no abuse of paid sick leave.

After five years of employment with the employer, an employee shall be entitled to be paid for a maximum of thirty days accumulated sick leave upon termination of his/her employment. Such pay for accumulated sick time shall only be paid in the event the employment has not been terminated for cause. In the event of termination of employment for cause, the employee shall receive no accumulated sick leave benefit.

8. HEALTH & DENTAL INSURANCE: The employer agrees to furnish the employees with Health Insurance with Master Medical coverage and Dental Insurance as per Resolution #134b on October 18, 2022. On September 15, 2022, in Resolution #124, the town board resolved to set the percentage of insurance withholding as follows for Dental: Single 13%; Employee and Spouse 12%; Employee and Child 12% and Family 11%; and for Health: Single 13% and Family 11%. On _____, 2023, in Resolution #___ the Town Board set the percentage of insurance withholding for Dental and Health insurance at 15% for all employees.

9. DISABILITY INSURANCE: The employer agrees to provide the employee with disability insurance in accordance with the provision and requirements of the New York State Disability Insurance Law. The employer shall pay all premiums for such disability insurance.

10. RETIREMENT: The employer agrees to furnish to the employees, retirement benefits under the New York State Employees Retirement System. The employer shall pay the cost and expenses for all employees, with the exception of employees starting after July 27, 1976 who shall have three percent (3%) deducted from their gross wages in accordance with the rules of the New York state Employees Retirement System. Upon retirement at age 55 or after, employees shall be paid unused sick time up to a maximum of 120 days.

11. REQUIRED WORKWEAR: The employer agrees to provide coveralls to the two employees designated as shop mechanics, through a commercial laundry service. The cost of this laundry service is to be paid by the employer. All Highway employees are required to wear steel toed work boots and reflective safety apparel. One pair of steel toe work boots will be provided for the Highway Superintendent, Highway Mechanic

and each Motor Equipment Operator per year at a cost not to exceed \$150.00 per employee. Reflective jackets, raincoats and vests will be provided/replaced on an as needed basis.

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TOWN HIGHWAY EMPLOYMENT CONTRACT

12. DIRECTION FROM TOWN HIGHWAY SUPERINTENDENT OR DEPUTY TOWN HIGHWAY SUPERINTENDENT/FOREMAN: Any violation of an order or direction from the Town Highway Superintendent, Deputy Town Highway Superintendent/Foreman, or their agent, shall constitute grounds for immediate dismissal of any employee.

13. PRIVATE USE OF EQUIPMENT: No employee shall use any Town equipment including but not limited to tools, equipment and vehicles for private use. Any private use of Town tools, equipment and vehicles shall constitute grounds for immediate dismissal from employment.

14. BEST EFFORTS AND USE OF EMPLOYMENT TIME FOR THE BENEFIT OF THE EMPLOYER: While on the job and during their hours of employment, all employees shall devote their whole time, energy, and attention to the performance of their respective duties, subject at all times to the direction and control of the Town Highway Superintendent. All employees shall promptly obey and comply with all rules, regulations, and orders that may from time to time be issued by the Town Highway Superintendent or his duly authorized agent. No employment time shall be utilized for private benefit, whether of the employee or of a third party.

15. TERMINATION OF EMPLOYMENT: It is agreed by all parties that all employees are month-to-month, and may be terminated by the Town Highway Superintendent without cause as of the last day of any calendar month upon notice to the employee delivered not later than the last day of the preceding month. It is further agreed that, the foregoing notwithstanding, any employee may be terminated by the Town Highway Superintendent for cause upon notice to the employee delivered not later than one day prior to the date of termination.

16. WAGE RATES: The standard work week shall be a 40-hour week.

Any new employee hired by the employer shall receive wages for the first year of employment at the rate of \$20.00 per hour for 2024 for a 40-hour work week. The new employee's wage rate shall be increased ten cents per hour for each year of full employment for the first five years of service.

Each Highway Employee will receive a base rate of \$1.75 per hour effective January 1, 2024. Beginning January 1, 2012 each employee with five years completed service will receive a \$.25 per hour longevity raise for every five years of service with an additional \$.25 per hour at each five-year anniversary date thereafter.

The Deputy Town Highway Superintendent/Foreman/Mechanic's salary shall be set upon appointment.

Upon appointment the Safety Coordinator shall receive \$.25 per hour in addition to their basic pay rate (designated by the Town Board per Resolution #189 of 12/30/2010).

17. OVERTIME PAY: All employees shall be paid time and one-half for overtime work in excess of 40 hours per week in any work week. The work week shall end on Sunday. Payday shall be every other Thursday with checks being available by the end of the work day. If an employee shall claim a paid sick leave day, paid vacation time, paid personal day, or a paid holiday in any work week, such paid time shall be interpreted as part of the basic 40-hour work week. Any excess time beyond said 40-hour work week which shall be worked in the said week shall be considered as overtime and wages paid for said overtime at the overtime wage rate.

Any employee who is called out for extra work shall receive minimum pay for four hours. This provision shall not apply to employees who work late or employees who are requested to report to work early. This provision shall apply to employees who are called from home for extra work at night and/or on Saturdays, Sundays, and/or Holidays.

18. INCONVENIENCE PAY: All employees shall be paid inconvenience/premium basic pay at the rate of one and one-half times an employees' basic pay rate per hour for early call-in hours before regular work hours.

19. MANDATORY OVERTIME: The parties hereto recognize that the employer shall need the services of the employees on an emergency basis on certain occasions and particularly in the winter months from December 1 through March 31. Such need being the requirement for snow plowing, salting, and sanding of public highways due to weather conditions. The employees expressly recognize they are on call at all times during the period from October 15 through April 30. Such call for overtime work to be entirely discretionary with the Town Highway Superintendent. Between October 15 and April 30, all employees shall leave a telephone number or numbers with the Town Highway Superintendent or Deputy Town Highway Superintendent/Foreman. where they can be reached in the event of emergency. If the Town Highway Superintendent shall contact any employee or attempt to contact any employee between October 15 and April 30, and shall be unable to reach said employee or said employee fails to report for overtime work three times during such period without reasonable excuse such as illness verified by a physician, such failure to report for overtime emergency work shall constitute grounds for immediate dismissal.

20. DRUG AND ALCOHOL POLICY: Effective 1/1/96 employees are subject to random testing for drugs and alcohol to be done through contract and in accordance with Town Board Policy adopted December 12, 1995 and amended January 22, 2002, Resolution #29.

21. NOTIFICATION TO SUPERINTENDENT IN THE EVENT OF ILLNESS OR INABILITY TO WORK: In the event any employee is ill or unable to report for work, such employee shall notify the Town Highway Superintendent by telephone no later than 7:00am on the date of missed employment.

22. WAIVER: The failure of the employer at any time to require performance by the employee of any provision expressed herein shall in no way affect the employer's right thereafter to enforce such provisions; nor shall the waiver by the employee of any breach of any provision expressed herein be taken or held to be a waiver of any succeeding breach of any provision or as a waiver of a provision itself.

23. EFFECTIVE DATE: This agreement shall become effective on the first day of January 2024 in full force and effect through December 31, 2024.

IN WITNESS WHEREOF, the parties have hereunto set their respective hands and seals the date first herein above written.

Hector Town Board Meeting

Date: December 12th, 2023

- November – 4,517,000 gals pumped, 150,567 gallons daily average
- Water testing – all current sample draws are up-to-date
- Monthly reports – all DOH reports and DEC DMR Reports sent out
- Water service turn on/off. On-0 Off-12
- Backup Generators – all in good working order, all generators were maintenance with no problems.
- WTP Air Compressors – had an air compressor go down at WTP, called Atlas Comp Co to maintenance the problem. Back up running great.
- Pall skid – working well, I reached out to the Pall Corporation and waiting on a quote for next year's maintenance.
- Service Trucks – both trucks are in good order
- New Well Project- DOH has approved moving forward and now waiting to hear back from Albany DEC on the info that was put together for the new well install.
- Meter Reading System- 100% reporting, we put out several leak notices to residents with high usages. Residents are happy with the 24hr leak notices.
- Water Services- We tapped and helped set a meter pit for a new service for home in Burdett. (Thanks to John from Highway for helping). We had a low water pressure called due to a hole in the copper service line on 414, we dug up and repaired. (Thanks to Ovid for there assistance). Also have a service going in this week on Peach Orchard for existing lake home. Also meet with someone inquiring water in Valois for a cabin project.
- Hydrants- All hydrants are serviced and winterized for the upcoming winter.
- Smith Park- We assisted the park with repairing and scheduling to fix broken or leaking hydrants in park based on upcoming weather.

Respectfully submitted,

Josh Mikkelsen

Water District Superintendent

November 2023

Town of Hector

Code Enforcement Monthly Report

Building Permits Issued:	11
Building Permits Completed:	11

Project Summary

Addition	1
Decks/ Porches	1
Garage	2
Renovations	1
Single Family Home	1
Solar	1
Fire Inspections	15

Issued Building Permits Construction Value:	\$341,310
Completed Permits Construction Value:	\$301,182
Collected Fees:	\$ 1337

Submitted by:

Jason Santobianco 12/12/2023

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
Addition							
23-0137	11/03/23		Cullen, Shelly	45-15-1-10	111.00	29,000.00	Construct 384 Sq Ft Sun Room Non-Conditioned Space
Cullen, Shelly			4583 NYS ROUTE 79				
Count: 1					Total: 111.00	29,000.00	
Deck / Porch							
23-0141	11/02/23		Hall, Mathew	48-1-20.2	98.00	21,310.00	Construct 266 Sq Ft Deck
Hall, Mathew			6295 STRONG ROAD				
Count: 1					Total: 98.00	21,310.00	
Garage, Barn							
23-0139	11/20/23		Primerano, Steve	33-1-53.13	107.00	25,000.00	Construct 1296 Sq Ft Pole Barn/ Garage - no electric
Primerano, Steve			3962 Hillside Way				
Count: 1					Total: 107.00	25,000.00	
23-0142	11/29/23		Tuttle, Margaret	45-1-30.1	62.00	3,000.00	Construct 40x15 Carport
Tuttle, Margaret			3967 TEXAS HOLLOW ROAD				
Count: 2					Total: 169.00	28,000.00	
Renovations/ Remodel							
23-0143	11/29/23		Kellner-Davis, Hilary	12-1-16.1	182.00	100,000.00	Remodel Kitchen
Kellner-Davis, Hilary			5399 NYS ROUTE 414				
Count: 1					Total: 182.00	100,000.00	
Single Family Home							
23-0140	11/20/23		Rocholl, Henry	11.8-1-32.111	207.00	125,000.00	Install 1100 Sq Ft Manufactured Home
Rocholl, Henry			5514 PEACH ORCHARD ROAD				
Count: 1					Total: 207.00	125,000.00	
Solar							
23-0138	11/15/23		Tsareva, Karina	14-1-17.111	120.00	38,000.00	Install 10KW Solar PV System b- Ground Mounted
Tsareva, Karina			5216 CHICKEN COOP HILL Rd				
Count: 1					Total: 120.00	38,000.00	
12/08/23 Total Count: 7					Grand Total: \$887.00 \$341,310.00		

Town of Hector

Building Permits Completed: 11/01/2023 - 11/30/2023

Permit#	Issued	Final	Property Owner & Location	Tax Map# Lot#	Fee	Project Cost	Description
21-0058	05/05/21	11/06/23	STRONG DANIEL D 5785 COUNTY ROUTE 4	8-1-24.2	102.00	*****	Construct new porch
STRONG DANIEL D						*****	
21-0089	07/08/21	11/01/23	Kline, Ambrose 4457 NYS ROUTE 414	33-1-82	82.00	*****	Replace Existing Deck with New Deck
Kline, Ambrose						*****	
22-0048	05/02/22	11/20/23	Airosmith Development 5849 Round School House	7-2-22/1	157.00	*****	Install Tmobile Equipmet on existing Cell Tower
American Tower Inc						*****	
22-0079	07/18/22	11/01/23	Votava, Katy 5073 MAPES-MATHEWS ROAD	11-20-2-7.2	90.00	*****	Install 18kW Generator
Votava, Katy						*****	
22-0092	08/11/22	11/01/23	Grove, William 6115 Updyke Rd.	15-3-48	107.00	*****	Install 2 Ductless Heat Pump Systems
Grove, William						*****	
22-0111	08/30/22	11/01/23	Ohlinger, Margaret 4124 COUNTY ROUTE 4	44-1-17.131	79.00	*****	Install 14 kW stand-by Generator
Ohlinger, Margaret						*****	
22-0113	09/12/22	11/01/23	Carleton, Ted 4645 Bobolink Way	66-1-7.2	96.00	*****	Install 24 kW Stand by Generator
Carleton, Ted						*****	
22-0130	10/18/22	11/01/23	Fazzary, Lucas 5930 NYS ROUTE 414	7-1-25	20.00	*****	Upgrade Electric Service
Fazzary, Lucas						*****	
23-0038	04/11/23	11/07/23	Stan & Jen LLC 5646 NYS Route 414	7-4-33.2	127.00	*****	Convert Existing Building to Resturant
Stan & Jen LLC						*****	
23-0077	06/01/23	11/06/23	STRONG DANIEL D 5785 COUNTY ROUTE 4	8-1-24.2	143.00	*****	Install 952 sq ft pole barn/ garage
STRONG DANIEL D						*****	
23-0102	07/31/23	11/02/23	Munzer Aaron 4106 Covert Road	33-00-3-5	78.00	*****	Install 2 ton Mini-split Heat Pump
Munzer Aaron						*****	
Total Count:					11	Total:	
						\$1,081.00	\$301,182.00

Draft fee schedule:

**TOWN OF HECTOR
BUILDING PERMIT FEE SCHEDULE**

Up to \$10,000	\$100.00
\$10,000 – 5,000,000.....	\$100.00 for the first \$10,000 plus \$2.00 for each additional \$1,000 or fraction thereof.
Excess of \$5,000,001	To be negotiated.
Late Filing Fee – Equal to two times the normal permit fee	
Fee to Rescind (Remove) a Posted Legal Notice	\$100.00
Electrical Service Upgrade.....	\$50.00
Swimming Pools (installations over 24" deep)	\$50.00
Wood Stove (solid fuel) Installation	\$50.00
Residential Deck	\$50.00
Sheds Over 144 sq ft.....	\$50.00
Roof Replacement (non-structural)	\$50.00
Tents	Single..... \$50.00 Multiple.... \$75.00
Demolition.....	\$50.00
Expired Permits – Renewal Fee equal to 25% of original permit fee charged. First renewal free	
Annual Fire/Public Assembly Inspections.....	\$75.00
Churches/Non-profits.....	No Fee

*Should a building project require a third-party plan review the applicant will be responsible for those fees. The codes office will notify the applicant prior to processing the permit should a plan require third party review.

Current Fee Schedule

TOWN OF HECTOR BUILDING PERMIT FEE SCHEDULE

Up to \$2,000	\$60.00
\$2,001 to \$25,000	\$60.00 for the first \$2,000 plus \$2.00 for each additional \$1,000 or fraction thereof.
\$25,001 to \$50,000	\$107.00 for the first \$25,000 plus \$1.00 for each additional \$1,000 or fraction thereof.
\$50,001 to \$100,000	\$132.00 for the first \$50,000 plus \$1.00 for each additional \$1,000 or fraction thereof.
\$100,001 to \$500,000	\$182.00 for the first \$100,000 plus \$1.00 for each additional \$1,000 or fraction thereof.
\$500,001 to \$1,000,000	\$582.00 for the first \$500,000 plus \$1.00 for each additional \$1,000 or fraction thereof.
\$1,000,001 to \$5,000,000	\$1082.00 for the first \$1,000,000 plus \$1.00 for each additional \$1,000 or fraction thereof.
Excess of \$5,000,001	To be negotiated.
Late Filing Fee – Equal to two times the normal permit fee	\$100.00
Fee to Rescind (Remove) a Posted Legal Notice	\$20.00
Electrical Service Upgrade	\$20.00
Swimming Pools (installations over 24" deep)	\$20.00
Wood Stove (solid fuel) Installation	\$20.00
Tents	Single.....\$35.00....Multiple....\$50.00
Demolition	\$35.00
Roof Replacement (non-structural)	No Charge
Expired Permits – Renewal Fee equal to 50% of original permit fee charged.	
Re-Inspection (after failure or no show)	\$15.00
After Hours (i.e. Evenings, weekends).....(Checks only-payable to Town of Hector).....	\$15.00/hour (2 hr. min)
Annual Fire/Public Assembly Inspections	\$50.00

December 8, 2023

Smith Memorial Park & Campground Report, submitted by Kristina Hansen

A. Campground

Planning underway for 2024 season, including

- Comprehensive site reviews
- Site improvement plan
- Online reservation system in development
- Bathroom repairs/improvements under consideration
- 2024 staffing plan under discussion
- Seasonal camper 2024 renewal application will be mailed in January 2024

B. Smith Memorial Park

- The south park gate is now closed, will reopen for 4/1/2024
- Park continues to have daily visitors walking & hiking
- Facility maintenance area has been cleared of large debris pile. It looks great, thank you to Highway Department
- Continuing discussions with water department regarding hydrant failures and replacements
- Continuing review and discussion of facility maintenance and repairs, including point road transition to pedestrian path and storm water drainage
 - Consider: Drain bars recommended by Schuyler County Soil & Water
 - Needed: French drain on east slope above south bathroom
- A comprehensive list regarding park and campground repairs and improvements will be developed December 18-20th. This list will be submitted to the park committee for discussion and prioritizing.

2024 Park Event Reservation Request-

For your information and Review, please see the attached proposal submitted by the Genesee Region Newfoundland Club. They have submitted a comprehensive description in request for use of beach area June 6 and 7, 2024. This is a relatively quiet weekend at the park (2023). The one request to consider is they will need some type of assistance transporting some items (such as dog crates) down to beach area and back up. They have a small rowboat that they will launch from the boat launch.

Please provide thoughts on this and the park committee can work on the details and pricing if approved. This is a non-profit group and this event is for the purpose of training Newfoundland dogs and their owners on water rescue.



GENESEE REGION NEWFOUNDLAND CLUB (GRNC) PROPOSAL TO THE TOWN OF HECTOR/SMITH PARK FOR USE OF SMITH MEMORIAL PARK BEACHFRONT

GRNC is a not-for-profit Newfoundland dog club established in 1971 for the purpose of improving the Newfoundland breed, maintaining the Newfoundland's natural working abilities, and promoting good sportsmanship in all areas of competition including water and draft work.

GRNC covers an area that includes Broome, Cayuga, Chemung, Chenango, Cortland, Jefferson, Lewis, Livingston, Madison, Monroe, Oneida, Onondaga, Ontario, Oswego, Schuyler, Seneca, Steuben, Tioga, Tompkins, Wayne, and Yates counties.

OVERVIEW

GRNC is pleased to submit this proposal for use of the beachfront area at Smith Memorial Park for the purpose of holding a water training workshop for handlers and their dogs on June 8 – 9, 2024. The workshop covers material ranging from introducing a new dog to the water to training seasoned dogs to retrieve objects in the water, rescue persons who “appear” to be drowning, and tow in a rowboat, among other skills. All handlers will be required to wear a Coast Guard approved life vest and appropriate footwear suitable for being in the water. We will provide our own boat and kayak and any other equipment needed.

- **Workshop dates:** 6/8 and 6/9/24
- **Workshop hours:** 7:30 am – ~4:30 pm
- **Number of participants/staff:** 20 – 25 people with dogs, mostly Newfoundlands
- **Facilities requested:** Beachfront swimming area, pavilion with electric, porta-jon, a way to haul gear down to the beach on Saturday morning and back up to the parking lot on Sunday afternoon.
- **Permission to leave any crates, pop-ups, etc. at the beach area on Saturday night.** All equipment will be picked up on Sunday after the workshop and the area will be policed for items, trash, etc. before leaving

Safety considerations

- **All participants who will be in the water will be required to wear a Coast Guard approved life vest and footwear appropriate for water work.**

- Dogs will be crated or on a leash unless they are working in the water.
- Owners will be reminded to clean up after their dogs.
- Dogs will not be left unattended and will have appropriate shade and water available.
- All trash will be picked up and deposited in a dumpster and the area will be cleaned up at the end of each day.
- GRNC has a liability policy and, upon acceptance of this proposal, would obtain a certificate naming Smith Memorial Park as an additional insured.
- GRNC has a safety policy, a first aid kit, and a safety officer for events.

Committee members and contact information

Chair – Jeanne Raish jlraish@gmail.com 1-607-698-2394

Vice-Chair – Anne Smith-Abbey aesmithabbey@hotmail.com 1-607-794-4597

CONCLUSION

We look forward to working with the staff at Smith Memorial Park and supporting the Town of Hector in expanding the use of the park to host local clubs and activities.

If you have questions on this proposal, feel free to contact Jeanne Raish at your convenience by email at jlraish@gmail.com or by phone at (607) 698-2394. We look forward to hearing from you.

Thank you for your consideration,

Jeanne Raish

President, GRNC

Water Workshop Chair

Proposed Smith Park Seasonal Camping Rates 2024

The goal is to get the camping rates up to market standards and to tailor rates based on the individual campsites. Taken into consideration is electric, location, view, size of lot and amount of privacy. For this we created a base rate and then added or subtracted depending on the individual campsite.

We feel the proposed rates the market will bear. We'd like to get to these rates in 2025 and propose to get there is two substantial increases: one in 2024 and one in 2025. After that, rate increases will be more incremental.

We also propose a 10% discount for Town of Hector taxpayers.

Site #	2023 Rates	Proposed Base Rate	Based on the new formula, this the rates we are looking at for 2025.	The difference between 2023 and 2025 rates.	50% of that difference. - Increase in 2 phases, with 50% of increase in 2024 and the other 50% in 2025.	Proposed 2024 Rates (rounded up to '0' or '5')
1	\$2,375	\$2,900	\$2,900	\$525	\$263	\$2,640
2	\$2,375	\$2,900	\$3,700	\$1,325	\$663	\$3,040
4	\$2,375	\$2,900	\$4,000	\$1,625	\$813	\$3,190
5	\$2,375	\$2,900	\$4,000	\$1,625	\$813	\$3,190
6	\$2,375	\$2,900	\$3,700	\$1,325	\$663	\$3,040
7	\$2,375	\$2,900	\$4,000	\$1,625	\$813	\$3,190
8	\$2,375	\$2,900	\$4,800	\$2,425	\$1,213	\$3,600
9	\$2,375	\$2,900	\$4,000	\$1,625	\$813	\$3,190
10	\$2,250	\$2,900	\$3,600	\$1,350	\$675	\$2,925
11	\$2,250	\$2,900	\$3,600	\$1,350	\$675	\$2,925
12	\$2,375	\$2,900	\$4,800	\$2,425	\$1,213	\$3,590
13	\$2,375	\$2,900	\$5,200	\$2,825	\$1,413	\$3,790
14	\$2,250	\$2,900	\$4,000	\$1,750	\$875	\$3,125
15	\$2,350	\$2,900	\$3,700	\$1,350	\$675	\$3,025
16	\$2,350	\$2,900	\$3,300	\$950	\$475	\$2,825
17	\$2,250	\$2,900	\$3,700	\$1,450	\$725	\$2,975
18	\$2,350	\$2,900	\$3,600	\$1,250	\$625	\$2,975
19	\$2,350	\$2,900	\$3,300	\$950	\$475	\$2,825
20	\$2,250	\$2,900	\$3,700	\$1,450	\$725	\$2,975
22	\$2,375	\$2,900	\$5,200	\$2,825	\$1,413	\$3,790
23	\$2,375	\$2,900	\$4,000	\$1,625	\$813	\$3,190
24	\$2,375	\$2,900	\$4,000	\$1,625	\$813	\$3,190
25	\$2,350	\$2,900	\$3,600	\$1,250	\$625	\$2,975
26	\$2,250	\$2,900	\$3,200	\$950	\$475	\$2,725
28	\$2,375	\$2,900	\$4,400	\$2,025	\$1,013	\$3,390
29	\$2,250	\$2,900	\$3,600	\$1,350	\$675	\$2,925
30	\$2,375	\$2,900	\$4,400	\$2,025	\$1,013	\$3,390
31	\$2,250	\$2,900	\$3,600	\$1,350	\$675	\$2,925
32	\$2,250	\$2,900	\$3,200	\$950	\$475	\$2,725
33	\$2,475	\$2,900	\$4,800	\$2,325	\$1,163	\$3,640
34	\$2,250	\$2,900	\$3,200	\$950	\$475	\$2,725
35	\$2,375	\$2,900	\$3,700	\$1,325	\$663	\$3,040
36	\$2,475	\$2,900	\$3,700	\$1,225	\$613	\$3,090
51	\$1,975	\$2,900	\$3,200	\$1,225	\$613	\$2,590



TOWN OF HECTOR
5097 NYS Route 227, Burdett NY 14818
www.hecortny.us
Town Hall (607)546-5286

PARK OFFICE
5303 Park Avenue, Hector, NY 14841
www.smithmemorialpark.com
Office (607)546-4467

SMITH MEMORIAL PARK RULES AND REGULATIONS – 2024

ESTABLISHED BY THE HECTOR TOWN BOARD AT A REGULAR MEETING HELD ON: 4/4/74; AMENDED ON: 4/17/78, 4/11/81, 4/15/82, 6/2/83, 4/5/84, 3/14/89, 3/3/90, 1/8/91, 3/10/92, 3/9/93, 3/23/94, 9/11/96, 3/11/2003, 2005, 1/9/07, 6/12/07, 4/14/09, 4/20/10, 4/30/2019, 5/10/2022, 12/13/22

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SMITH MEMORIAL PARK RULES AND REGULATIONS - 2024

Read complete rules and regulations. Initial each line in the left. Sign in full acknowledgement and agreement at end.



1. PARK OPERATION - DATES AND HOURS

- a) Quiet Hours: 10pm to 9am daily
- b) Day Use Season: From dawn to dusk, year-round if entrance roads are passable.
- c) Campground Season: May through October
- d) Boat Launch Season: April 1st through November 30th
- e) Swim Beach Season: Dates vary, see 'Beach and Swimming Area' section.

2. CAMPSITE OCCUPANCY

- a) Registrant as Primary User
 - The registrant must be the primary user of campsite. Regular use by others is not permitted.
 - Notification must be given to Park Manager if guests stay at campsite without registrant present.
 - A seasonal campsite cannot be sublet or "handed-down" to any other party.
- b) Site Availability
 - Park Manager and Committee have full discretion on filling campsites.
- c) Vehicle Occupancy on Campsite
 - Two (2) registered/insured vehicles or watercrafts. The overflow parking should be used for extra vehicles or watercrafts.
 - All large boats must be stored in overflow parking lot.
 - Extra vehicles/trailers/watercraft must be parked in overflow parking lot.
 - Do not park on side of campground roads.

3. REGISTRATION & INSURANCE

Proof of insurance and registration must be provided to Park Manager *before* camping unit, vehicle or watercraft is allowed on Park property. Insurance and registration must be current for duration of occupancy.

- a) Registration. All vehicles shall be registered and tagged as required by NYS DMV.
- b) Liability Insurance. The Town of Hector requires general liability insurance of \$300,000 in the name of the site registrant with effective dates covering the entire season.

4. SITE REQUIREMENTS

- a) RV/Travel Trailers
 - All RVs, travel trailers & vehicles on site must be readily moveable, tires inflated and in good repair.
 - Replacing RVs or travel trailers with larger units than registered at beginning of season requires prior approval of Park Manager.
 - RVs and travel trailers must be a minimum of 10 feet apart.
- b) Electrical
 - RV electric cord must be a single continuous cord in good repair. No daisy chains.
 - If electric breaker trips, alert Park Manager.
 - Air conditioners must be turned off if leaving campsite for more than 24 hours.
 - Exterior electrical appliances are prohibited, refrigerators must be inside RV units.

c) Site

- Campsites must be kept neat, clean and orderly at all times.
- Alcoholic beverages are to be secured inside locked RV upon leaving.
- Fuel storage must be 15-20 feet away from generator, sleeping unit and fire pit.

5. STORAGE UNITS, DECKS AND OTHER TEMPORARY STRUCTURES

a) Storage Units

- Maximum size allowed is 5' x 4' x 6' (five feet wide by four feet deep by six feet tall). Storage units currently in place will be grandfathered for the 2024 camping season.
- Limited to one per seasonal site.

b) Decks

- No new deck shall be more than 20" off the ground. Decks currently in place will be grandfathered for the 2024 camping season.
- Only one (1) deck is allowed per campsite.
- Decks shall be no longer than the length of the camper and not more than eight feet (8') wide.

c) Awnings

- Retractable awnings, attached to camper, are allowed.

d) Temporary and/or Additional Campsite Structures

- One sleeping tent or pop-up shade awning, or screen room may be erected temporarily but must be packed away when leaving campground for more than 48 hours.
- No outdoor shower or privy tents are permitted.

6. TREES AND PARK PROPERTY

a) Trees

- No hooks, screws, nails, chains, strings or ropes are allowed in or around the trees.
- Do not deface, remove, destroy or injure any tree or plant growing in Park.
- Cutting of any trees (dead or alive) is strictly prohibited.

b) Park Property

- Do not deface, damage or destroy any structure or property of the park including, but not limited to picnic tables, docks, fences, water hydrants or electrical boxes.
- Persons will be held financially responsible for any damage to Park property and may be subject to legal action.
- No permanent or individualized modifications to park property and campsite without manager approval. This includes but is not limited to: individual trails from campsites, boat tie-offs from shore to water, fences or posts.

7. PERSONAL BELONGINGS

- Personal belongings must be on campsite at all times and if left outside campsite are subject to removal.
- The Town of Hector and Smith Memorial Park shall have no obligation, express or implied, to protect any such personal belongings from loss, theft or damage from any cause.
- At the close of camping season, any personal belongings left at park may be disposed of in accordance with the "Regulations Governing Abandoned Property" in New York State.
- All cost associated with removal of personal belongings shall be the sole financial responsibility of registered camper.

8. GARBAGE, RECYCLING AND SEWAGE

a) Garbage & Compost

- Garbage dumpsters will be unlocked daily.
- Only regular household garbage. No large items such as tents, broken furniture, or building materials are allowed. No hazardous waste.
- Compost: Do not throw in woods. Put food scraps in garbage.

b) Recycling

- Recycling dumpsters will be unlocked daily.
- Recycling is 'Single-Stream': sorting not required; rinse containers of food debris.

c) Sewage

- A dump station is provided to campground users for free and to the public for a charge. Pursuant to the NYS DOH, dumping of all grey and black wastewater at any place other than designated location is prohibited.
[Grey water = showers and sinks; Black water = sewage]
- NYS requires all wastewater tanks remain sealed, with caps on, except when dumping.
- Use RV specific toilet paper. No wipes, feminine products, paper towels or other items that clog the dump station.

9. FIREWOOD and CAMPFIRES

- Firewood is available at the park office for a fee.
- Campfires are only permitted in the fire ring provided by the Park.
- If campfire is hot, do not leave or go to sleep. Fires must be fully extinguished (with no smoldering embers) prior to sleeping or leaving site.
- Cardboard, trash, leaves, treated wood or wood with metal hardware may not be burned.
- NYS law prohibits firewood cut from more than a 50-mile radius of Park.
- Campfire ashes (cold & wet) should be put in garbage. Do not dump ashes in the woods.

10. GENERATORS and FUEL

- Generators require Park Manager approval. Use is restricted to non-electric sites.
- Only low-decibel inverter generators, maximum 3,500 watt.
- Generators may run intermittently from 9am to 10pm daily while present at site. Turn off if leaving site.
- Electric cord must be UL listed, rated for outdoor use and to the maximum amps the generator can produce.
- NYSDOH requires generators to be placed away from sleeping areas with exhaust pointing away from neighboring campsites.
- Fuel storage must be 15-20 feet away from generator, sleeping unit and fire pit.

11. VEHICLES/TRAILERS/BOATS

- Park speed limit is 10 MPH. All traffic must yield to pedestrians and bicycles.
- All vehicles/trailers/boats must be currently registered & tagged as required by NYS.
- No off-road vehicles except for use by park staff. Including, but not limited to: ATV's, UTV's, snowmobiles, mini-bikes, or golf carts.
- Personal mobility devices for the handicap or elderly are allowed.
- No vehicles of any type are permitted on hiking trails.
- Utility trailers must be parked in overflow parking area.

12. BOAT LAUNCH & SHORELINE

- a) Boat Launch Pass: non-campers must pay a daily or seasonal fee at the Park Office
- b) Parking at the boat launch is limited to: 5 vehicles w/trailers and 2 handicap spots. All other vehicles must park in overflow parking lot and walk down.
- c) Swimming is not permitted at boat launch.
- d) No watercraft can be tied off to the docks at any time.
- e) Boats, canoes, and watercrafts in general may not be stored on the shoreline.
- f) Glass containers are not allowed at the boat launch or anywhere on the shoreline.
- g) Footwear should be worn in water due to sharp zebra mussels.

13. SWIM BEACH

- a) Swimming is permitted only in the designated swimming area, during posted times and when two lifeguards are on duty and present.
- b) Swimming is not allowed at the boat launch.
- c) Swimmers under the age of 12 years old must be accompanied by an adult.
- d) There is no vehicle access to the swim beach.
- e) Footwear should be worn due to sharp zebra mussels on the water's edge.
- f) Not permitted at the swim beach:
 - No diving off the dock.
 - No radios, CD players, headphones on the dock.
 - No fishing.
 - No boats.
 - No glass containers.
 - No alcohol.
 - No pets.

14. CHILDREN

- a) Children under 14 years old:
 - Must wear a helmet while riding bicycles, scooters or other wheeled vehicles per NYS Law (Sec. 1238(5)) and may not ride after dusk.
 - Must be accompanied by an adult at the boat launch.

15. PETS

- a) Maximum of 2 pets per site.
- b) Proof of current rabies vaccination must be available upon request.
- c) Pets must be leashed at all times and may not be left unattended at any time.
- d) You must immediately clean up after pets.
- e) Aggressive or loud pets that disturb others may be asked to leave.

16. BATH HOUSES

- a) Please clean up after yourself.
- b) Food, smoking, drinking, bathing of pets or washing of dishes prohibited in bathrooms.
- c) Dishwashing areas are provided outside each bath house.

17. PROHIBITED

- a) Firearms, archery, drones, fireworks, spotlights, guns and hunting are prohibited on park property.

18. REGISTRATION PROCESS

- a) Site Registrants must be at least 21 years of age.
- b) *Prior* to the issuance or renewal of a seasonal permit, campers are required to submit all requested paperwork: Signed Rules and Regulations, Seasonal Application and Liability Insurance.
- c) Provision of Notices. Notices will be provided to the registered camper by mail, email, in person or a posting at the campsite. All notices given shall be deemed effective as of the third day following postal deposit.

19. TERMS OF USE

- a) All park fees are set annually by the Hector Town Board.
- b) Camping Privileges are Conditional and Revocable.
- The privilege of using Smith Memorial Park property, whether as a seasonal camper, transient camper, day user or otherwise, shall be considered to be pursuant to permission granted by the Town of Hector. This permission is conditional and revocable and may be terminated by the Town of Hector at any time without advance notice. No landlord-tenant relationship shall arise between the Town of Hector and any camper or user of the Park under any circumstances.
 - Any person or persons violating these rules and regulations may have their permission to use the park terminated immediately, without refund of any monies paid by such person or persons, or paid on their behalf. All questions of whether a violation of these rules and regulations has occurred, and all interpretations of these rules and regulations, shall be within the discretion of the Park Manager or other individual designated by the Town of Hector, whose determination shall be final.
 - Violations of any provisions of these Rules and Regulations shall be punishable upon conviction thereof by a fine not to exceed two hundred and fifty dollars (\$250.00) or imprisonment for a period not to exceed fifteen days, or both. Costs resulting from violation of these rules and regulations shall be paid by offender.
- c) Release of Liability
- To the fullest extent permitted by law, the Park user or camper signing below agrees to defend, indemnify and hold harmless the Town of Hector, its officers, directors, agents and employees from and against all claims, suits, liens, judgments, damages, losses and expenses including reasonable legal fees and defense costs arising in whole or in part and in any manner from the acts, omissions, breach or default of the said person, his agents and invitees.
 - The Town of Hector shall not be responsible for the safety or security of any Park user or camper, or such user's or camper's agents, invitees or guests, or the property of any such party, and the person signing below hereby releases the Town of Hector from all liability, claims and damages for injury, loss or death to persons or property occupying Park property.
- d) Right to revise, alter, change or amend
- The Town of Hector hereby reserves the right to add to and/or modify these rules and regulations without notice.
 - In the event that one or more of the provisions of these rules and regulations shall be declared invalid, such invalidity shall not impair the validity of any other provision thereof.
- e) These Rules and Regulations, and any amendments thereof, shall take effect immediately.

THE UNDERSIGNED HEREBY ACKNOWLEDGES AND AGREES TO HAVE READ AND UNDERSTAND THE RULES AND REGULATIONS FOR SMITH MEMORIAL PARK AND CAMPGROUND AS OUTLINED; AND AGREES TO COMPLY WITH SAID RULES AND REGULATIONS AND ALL APPLICABLE GOVERNMENT REGULATIONS; AND THAT ALL USE AND OCCUPANCY OF SMITH MEMORIAL PARK AND CAMPGROUND SHALL BE SUBJECT TO SAID RULES AND REGULATIONS.

Signature _____ Date _____

Printed Name _____

Signature _____ Date _____

Printed Name _____

**TOWN OF HECTOR**

5097 NYS Route 227, Burdett NY 14818
www.hectorny.us
Town Hall (607)546-5286

PARK OFFICE

5303 Park Avenue, Hector, NY 14841
www.smithmemorialpark.com
Office (607)546-4467

Commercial Boat Launch Policy

The boat launch at Smith Memorial Park is allowed to be used for commercial activity in 2024 during the open park season which is April through November. All commercial use will require a signed permit and such proof of insurance as the Town Board shall require.

Commercial use permit fees are:

\$1,000 per month or \$300 per day

Dates and Time

April 1st - November 30th

Monday – Thursday: 9:00am -4:00pm

Vehicle Weight Limit

Gross weight must be under 18,000 lbs.

Permit application shall be made on a form prescribed by the Town Board from time to time. Issuance of a permit may be conditioned upon such terms and conditions as the Town Board may prescribe. Failure to comply with this policy, the Smith Park Rules and Regulations, the terms and conditions of the permit and/or any applicable laws, rules, regulations or orders shall be grounds for revocation of a permit. In the event a permit is subject to revocation the Town Board shall provide the permittee with notice. Upon receipt of such notice the permittee shall immediately cease all operations under the permit. The permittee may, by written notice delivered to the Town Board not more than ten (10) days after receipt of the revocation notice, appeal the revocation and request a hearing before the Town Board. In the event the permittee timely delivers such notice, the Town Board shall conduct such hearing within thirty (30) days, and either confirm, modify or annul the revocation. The permittee's failure to timely appeal the revocation shall render such revocation final.

This policy may be amended by the Town Board at any time without notice.

Friends of Mecklenburg Community Park report Dec 2023

- We have been issued an address for the Mecklenburg Community Park-

The reason for an address :

- 1) Emergency service response (previously Mecklenburg park would come up as town hall address because town owns property)
- 2) for directions via maps/google for visitors and events

Address assigned :

4559 County Road 6

- Grounds committee was able to meet with Marvin Pitts as an advisor for the trails. Marvin Pitts works out of Cornell and has been lead on trails at other local parks. He is confident most can be done for little to no cost. There has been attention to stream crossing and how to do that safely and with as minimal impact on erosion. None of the crossing are expected to be across the Taughannock creek at this time but rather over the two little subsidiary creeks that feed Taughannock right there at the back side (rt 228 side) of Mecklenburg park.

- Another successful fundraiser is under our belt.

We were able to raise \$\$ 1,894.14 with our participation at Trumansburg WinterFest. We did bake sale items and a raffle.

- Play Structure committee is hopeful to select and order a structure by end of March and begin ground work end of April although that remains fluid and weather dependant
- Upcoming events:
 - ❖ easter egg hunt March 17 (coincides with fire dept breakfast)
 - ❖ 5 k run April 27 2024
 - ❖ Mecktober fest early October 2024

TOWN CLERK'S MONTHLY REPORT

NOVEMBER, 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>15</u>	DECALS	<u>61.19</u>	
		TOTAL TOWN CLERK FEES		61.19
A2544	<u>41</u>	DOG LICENSES	<u>137.70</u>	
		TOTAL A2544		137.70
A2770	<u>1</u>	MISCELLANEOUS REVENUE	<u>1.00</u>	
		TOTAL A2770		1.00
B1603	<u>2</u>	CERTIFIED MARRIAGE COPY	<u>20.00</u>	
	<u>2</u>	CERTIFIED BIRTH/DEATH	<u>20.00</u>	
		TOTAL B1603		40.00
B2555	<u>18</u>	BUILDING PERMITS	<u>1,337.00</u>	
		TOTAL B2555		1,337.00

TOWN CLERK'S MONTHLY REPORT

NOVEMBER, 2023

page 2

DISBURSEMENTS

PAID TO SUPERVISOR FOR GENERAL FUND

PAID TO SUPERVISOR FOR PART TOWN FUND

PAID TO NYS DEC FOR DECALS

PAID 70% TO COUNTY HUMANE SOCIETY FOR DOG LICENSES

PAID TO NYS ANIMAL POPULATION CONTROL FUND

TOTAL DISBURSEMENTS

1576.89 < 199.89

1,377.00

1,049.81

321.30

70.00

3,018.00

DECEMBER 1, 2023

Benjamin R. Dickens
Benjamin R. Dickens, 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.

Jane M. V. Ike
Town Clerk

Humane Society of Schuyler County Shelter Report

Frankie 23-074, 19-	12-Jun-23	13-Jun-23	Stray	Redeemed by Owner	0402064
<i>Released To: Steven Bennett - 5961 Surrine Road, Trumansburg NY 14886 Residing in the Town of Hector</i>					
<i>Fees Collected:</i>	Redemption - Canine	\$10.00			

July

Bubba 23-101	19-Jul-23	21-Jul-23	Stray	Redeemed by Owner	0402406
<i>Released To: Lois Haywood - 4120 Seneca Rd, Hector NY 14841 Residing in the Town of Hector</i>					
<i>Fees Collected:</i>	Redemption - Canine	\$10.00			

Flash 23-109	30-Jul-23	31-Jul-23	Stray	Redeemed by Owner	0402407
<i>Released To: Gary M Tuttle - 6041 Winn Rd, Hector NY 14841 Residing in the Town of Hector</i>					
<i>Fees Collected:</i>	Redemption - Canine	\$10.00			

August

Gizmo 23-118	11-Aug-23	02-Sep-23	Stray	Canine Shelter Adoption	
<i>Adopter Municipality: Hector NY 14841</i>					

Ruby 23-122	30-Aug-23	30-Aug-23	Stray	Redeemed by Owner	2143
<i>Released To: Kate Gleason - 5312 Rt 228, Trumansburg NY 14886 Residing in the Town of Ulysses</i>					
<i>Fees Collected:</i>	Redemption - Canine	\$10.00			

September

Zoe 23-125, 22-062	01-Sep-23	01-Sep-23	Stray	Redeemed by Owner	0402300
<i>Released To: Mitizi Banner - 4437 South Buck Hill Road, Trumansburg NY 14886 Residing in the Town of Hector</i>					
<i>Fees Collected:</i>	Redemption - Canine	\$10.00			

Charlie 23-124, 22-0	01-Sep-23	01-Sep-23	Stray	Redeemed by Owner	0402299
<i>Released To: Mitizi Banner - 4437 South Buck Hill Road, Trumansburg NY 14886 Residing in the Town of Hector</i>					
<i>Fees Collected:</i>	Redemption - Canine 2nd Offense	\$20.00			

Marie 23-126	02-Sep-23	05-Sep-23	Stray	Redeemed by Owner	0402412
<i>Released To: Allison Craig - 5959 St Rt 414, Hector NY 14841 Residing in the Town of Hector</i>					
<i>Fees Collected:</i>	Redemption - Canine	\$10.00			

November

Millie 23-154	12-Nov-23		Stray	Currently In Shelter	
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SUMMARY FOR THE MONTH OF October 2023

HECTOR WATER DISTRICT NO. 1
SUMMARY OF BILLINGS AND RECEIPTS

SW2140	METERED WATER CUSTOMERS	<u>—</u>
SW2140R	REPAIR RESERVE FUND	<u>—</u>
SW2144A	CONNECTION CHARGES (NEW CONNECTIONS)	<u>—</u>
SW2144B	SVCE CHARGES/MISC. CHARGES	<u>—</u>
SW2148	CURRENT PENALTIES	RF <u>139.96</u> W <u>1,199.49</u>
SW350	TOTAL BILLING	<u>1,339.45</u>

SUBMITTED BY _____

NET ARREARS	<u>29,431.80</u>
REPAIR RESERVE	<u>2,454.00</u>
3-LEVY	<u>—</u>
TOTAL ARREARS	<u>31,885.80</u>

ACTUAL RECEIPTS

RE-LEVY	<u>—</u>	
SW2140	METERED WATER CUSTOMERS	<u>39,619.69</u>
SW2140R	REPAIR RESERVE FUND	<u>4,020.65</u>
SW2144A	CONNECTION CHARGES (NEW CONNECTIONS)	<u>—</u>
SW2144B	SVCE CHRGS/MISC. CHRGS	<u>—</u>

MONTHLY BALANCING

BEG MONTH BAL	<u>74,186.69</u>
TOTAL BILLINGS +	<u>1,339.45</u>
TOTAL RECEIPTS -	<u>43,640.34</u>
END MONTH BAL	<u>31,885.80</u>

SW350	TOTAL WATER RECEIPTS	<u>43,640.34</u>
SW2148	INTEREST AND PENALTIES	<u>—</u>
SW2189	SUPERVISOR'S FEES/RET. CK	<u>—</u>
GRANDTOTAL WATER RECEIPTS & PENALTIES PAID TO SUPERVISOR		<u>—</u>

SUBMITTED BY Jane M. The, Collection Clerk

**CivicPlus**

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

Quote #:

Q-48719-1

Date:

9/6/2023 12:31 PM

Customer:

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.

Sexual Harassment Policy for All Employers in New York State



Combating Sexual Harassment

Purpose and Goals

The Town of Hector is committed to maintaining a workplace free from harassment and discrimination. Sexual harassment is a form of workplace discrimination that subjects an employee to inferior conditions of employment due to their gender, gender identity, gender expression (perceived or actual), and/or sexual orientation. Sexual harassment is often viewed simply as a form of gender-based discrimination, but Town of Hector recognizes that discrimination can be related to or affected by other identities beyond gender. Under the New York State Human Rights Law, it is illegal to discriminate based on sex, sexual orientation, gender identity or expression, age, race, creed, color, national origin, military status, disability, pre-disposing genetic characteristics, familial status, marital status, criminal history, or status as a victim of domestic violence. Our different identities impact our understanding of the world and how others perceive us. For example, an individual's race, ability, or immigration status may impact their experience with gender discrimination in the workplace. While this policy is focused on sexual harassment and gender discrimination, the methods for reporting and investigating discrimination based on other protected identities are the same. The purpose of this policy is to teach employees to recognize discrimination, including discrimination due to an individual's intersecting identities, and provide the tools to take action when it occurs. All employees, managers, and supervisors are required to work in a manner designed to prevent sexual harassment and discrimination in the workplace. This policy is one component of the Town of Hector's commitment to a discrimination-free work environment.

Goals of this Policy:

Sexual harassment and discrimination are against the law. After reading this policy, employees will understand their right to a workplace free from harassment. Employees will also learn what harassment and discrimination look like, what actions they can take to prevent and report harassment, and how they are protected from retaliation after taking action. The policy will also explain the investigation process into any claims of harassment. Employees are encouraged to report sexual harassment or discrimination by filing a complaint internally with the Town of Hector. Employees can also file a complaint with a government agency or in court under federal, state, or local antidiscrimination laws. To file an employment complaint with the New York State Division of Human Rights, please visit <https://dhr.ny.gov/complaint>. To file a complaint with the United States Equal Employment Opportunity Commission, please visit <https://www.eeoc.gov/filing-charge-discrimination>.

Sexual Harassment and Discrimination Prevention Policy:

1. The Town of Hector's policy applies to all employees, applicants for employment, and interns, whether paid or unpaid. The policy also applies to additional covered individuals. It applies to anyone who is (or is employed by) a contractor, subcontractor, vendor, consultant, or anyone providing services in our workplace. These individuals include persons commonly referred to as independent contractors, gig workers, and temporary workers. Also included are persons providing equipment repair, cleaning services, or any other services through a contract with the Town of Hector. For the remainder of this policy, we will use the term "covered individual" to refer to these individuals who are not direct employees of the company.
2. Sexual harassment is unacceptable. Any employee or covered individual who engages in sexual harassment, discrimination, or retaliation will be subject to action, including appropriate discipline for employees. In New York, harassment does not need to be severe or pervasive to be illegal. Employees and covered individuals should not feel discouraged from reporting harassment because they do not believe it is bad enough, or conversely because they do not want to see a colleague fired over less severe behavior. Just as harassment can happen in different degrees, potential discipline for engaging in sexual harassment will depend on the degree of harassment and might include education and counseling. It may lead to suspension or termination when appropriate.
3. Retaliation is prohibited. Any employee or covered individual that reports an incident of sexual harassment or discrimination, provides information, or otherwise assists in any investigation of a sexual harassment or discrimination complaint is protected from retaliation. No one should fear reporting sexual harassment if they believe it has occurred. So long as a person reasonably believes that they have witnessed or experienced such behavior, they are protected from retaliation. Any employee of the Town of Hector who retaliates against anyone involved in a sexual harassment or discrimination investigation will face disciplinary action, up to and including termination. All employees and covered individuals working in the workplace who believe they have been subject to such retaliation should inform a supervisor, manager, or town board member. All employees and covered individuals who believe they have been a target of such retaliation may also seek relief from government agencies, as explained below in the section on [Legal Protections](#).
4. Discrimination of any kind, including sexual harassment, is a violation of our policies, is unlawful, and may subject the Town of Hector to liability for the harm experienced by targets of discrimination. Harassers may also be individually subject to liability and employers or supervisors who fail to report or act on harassment may be liable for aiding and abetting such behavior. Employees at every level who engage in harassment or discrimination, including managers and supervisors who engage in harassment or discrimination or who allow such behavior to continue, will be penalized for such misconduct.
5. The town of Hector will conduct a prompt and thorough investigation that is fair to all parties. An investigation will happen whenever management receives a complaint about discrimination or sexual harassment, or when it otherwise knows of possible discrimination or sexual harassment occurring. The Town of Hector will keep the investigation confidential to the extent possible. If an investigation ends with the finding that discrimination or sexual harassment occurred, The Town of Hector will act as required. In addition to any required discipline, the Town of Hector will also take steps to ensure a safe work environment for the employee(s) who experienced the discrimination.

or harassment. All employees, including managers and supervisors, are required to cooperate with any internal investigation of discrimination or sexual harassment.

6. All employees and covered individuals are encouraged to report any harassment or behaviors that violate this policy. All employees will have access to a complaint form to report harassment and file complaints. Use of this form is not required. For anyone who would rather make a complaint verbally, or by email, these complaints will be treated with equal priority. An employee or covered individual who prefers not to report harassment to their manager or employer may instead report harassment to the New York State Division of Human Rights and/or the United States Equal Employment Opportunity Commission. Complaints may be made to both the employer and a government agency.

Managers and supervisors are **required** to report any complaint that they receive, or any harassment that they observe or become aware of, to the town supervisor and personnel committee.

7. This policy applies to all employees and covered individuals, such as contractors, subcontractors, vendors, consultants, or anyone providing services in the workplace, and all must follow and uphold this policy. This policy must be provided to all employees in person or digitally through email upon hiring and will be posted prominently in all work locations. For those offices operating remotely, in addition to sending the policy through email, it will also be available on the organization's shared network.

What Is Sexual Harassment?

Sexual harassment is a form of gender-based discrimination that is unlawful under federal, state, and (where applicable) local law. Sexual harassment includes harassment on the basis of sex, sexual orientation, self-identified or perceived sex, gender expression, gender identity, and the status of being transgender. Sexual harassment is not limited to sexual contact, touching, or expressions of a sexually suggestive nature. Sexual harassment includes all forms of gender discrimination including gender role stereotyping and treating employees differently because of their gender.

Understanding gender diversity is essential to recognizing sexual harassment because discrimination based on sex stereotypes, gender expression and perceived identity are all forms of sexual harassment. The gender spectrum is nuanced, but the three most common ways people identify are cisgender, transgender, and non-binary. A cisgender person is someone whose gender aligns with the sex they were assigned at birth. Generally, this gender will align with the binary of male or female. A transgender person is someone whose gender is different than the sex they were assigned at birth. A non-binary person does not identify exclusively as a man or a woman. They might identify as both, somewhere in between, or completely outside the gender binary. Some may identify as transgender, but not all do. Respecting an individual's gender identity is a necessary first step in establishing a safe workplace.

Sexual harassment is unlawful when it subjects an individual to inferior terms, conditions, or privileges of employment. Harassment does not need to be severe or pervasive to be illegal. It can be any harassing behavior that rises above petty slights or trivial inconveniences. Every instance of harassment is unique to those experiencing it, and there is no single boundary between petty slights and harassing behavior. However, the Human Rights Law specifies that whether harassing conduct is considered petty or trivial is to be viewed from the standpoint of a reasonable victim of discrimination with the same protected characteristics. Generally, any behavior in which an employee or covered individual is treated worse

because of their gender (perceived or actual), sexual orientation, or gender expression is considered a violation of the Town of Hector's policy. The intent of the behavior, for example, making a joke, does not neutralize a harassment claim. Not intending to harass is not a defense. The impact of the behavior on a person is what counts. Sexual harassment includes any unwelcome conduct which is either directed at an individual because of that individual's gender identity or expression (perceived or actual), or is of a sexual nature when:

- The purpose or effect of this behavior unreasonably interferes with an individual's work performance or creates an intimidating, hostile or offensive work environment. The impacted person does not need to be the intended target of the sexual harassment;
- Employment depends implicitly or explicitly on accepting such unwelcome behavior; or
- Decisions regarding an individual's employment are based on an individual's acceptance to or rejection of such behavior. Such decisions can include what shifts and how many hours an employee might work, project assignments, as well as salary and promotion decisions.

There are two main types of sexual harassment:

- Behaviors that contribute to a **hostile work environment** include, but are not limited to, words, signs, jokes, pranks, intimidation, or physical violence which are of a sexual nature, or which are directed at an individual because of that individual's sex, gender identity, or gender expression. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory, or discriminatory statements which an employee finds offensive or objectionable, causes an employee discomfort or humiliation, or interferes with the employee's job performance.
- Sexual harassment also occurs when a person in authority tries to trade job benefits for sexual favors. This can include hiring, promotion, continued employment or any other terms, conditions, or privileges of employment. This is also called **quid pro quo** harassment.

Any employee or covered individual who feels harassed is encouraged to report the behavior so that any violation of this policy can be corrected promptly. Any harassing conduct, even a single incident, can be discrimination and is covered by this policy.

Examples of Sexual Harassment

The following describes some of the types of acts that may be unlawful sexual harassment and that are strictly prohibited. **This list is just a sample of behaviors and should not be considered exhaustive.** Any employee who believes they have experienced sexual harassment, even if it does not appear on this list, should feel encouraged to report it:

- Physical acts of a sexual nature, such as:
 - Touching, pinching, patting, kissing, hugging, grabbing, brushing against another employee's body, or poking another employee's body; or
 - Rape, sexual battery, molestation, or attempts to commit these assaults, which may be considered criminal conduct outside the scope of this policy (please contact local law enforcement if you wish to pursue criminal charges).
- Unwanted sexual comments, advances, or propositions, such as:

- Requests for sexual favors accompanied by implied or overt threats concerning the target's job performance evaluation, a promotion, or other job benefits;
 - This can include sexual advances/pressure placed on a service industry employee by customers or clients, especially those industries where hospitality and tips are essential to the customer/employee relationship;
 - Subtle or obvious pressure for unwelcome sexual activities; or
 - Repeated requests for dates or romantic gestures, including gift-giving.
- Sexually oriented gestures, noises, remarks or jokes, or questions and comments about a person's sexuality, sexual experience, or romantic history which create a hostile work environment. This is not limited to interactions in person. Remarks made over virtual platforms and in messaging apps when employees are working remotely can create a similarly hostile work environment.
 - Sex stereotyping, which occurs when someone's conduct or personality traits are judged based on other people's ideas or perceptions about how individuals of a particular sex should act or look:
 - Remarks regarding an employee's gender expression, such as wearing a garment typically associated with a different gender identity; or
 - Asking employees to take on traditionally gendered roles, such as asking a woman to serve meeting refreshments when it is not part of, or appropriate to, her job duties.
 - Sexual or discriminatory displays or publications anywhere in the workplace, such as:
 - Displaying pictures, posters, calendars, graffiti, objects, promotional material, reading materials, or other materials that are sexually demeaning or pornographic. This includes such sexual displays on workplace computers or cell phones and sharing such displays while in the workplace;
 - This also extends to the virtual or remote workspace and can include having such materials visible in the background of one's home during a virtual meeting.
 - Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity, or gender expression, such as:
 - Interfering with, destroying, or damaging a person's workstation, tools or equipment, or otherwise interfering with the individual's ability to perform the job;
 - Sabotaging an individual's work;
 - Bullying, yelling, or name-calling;
 - Intentional misuse of an individual's preferred pronouns; or
 - Creating different expectations for individuals based on their perceived identities:
 - Dress codes that place more emphasis on women's attire;
 - Leaving parents/caregivers out of meetings.

Who Can be a Target of Sexual Harassment?

Sexual harassment can occur between any individuals, regardless of their sex or gender. Harassment does not have to be between members of the opposite sex or gender. New York Law protects employees and all covered individuals described earlier in the policy. **Harassers can be anyone in the workplace.** A supervisor, a supervisee, or a coworker can all be harassers. Anyone else in the workplace can also be harassers including an independent contractor, contract worker, vendor, client, customer, patient, constituent, or visitor.

Such retaliation is unlawful under federal, state, and (where applicable) local law. The New York State Human Rights Law protects any individual who has engaged in “protected activity.” Protected activity occurs when a person has:

- Made a complaint of sexual harassment or discrimination, either internally or with any government agency;
- Testified or assisted in a proceeding involving sexual harassment or discrimination under the Human Rights Law or any other anti-discrimination law;
- Opposed sexual harassment or discrimination by making a verbal or informal complaint to management, or by simply informing a supervisor or manager of suspected harassment;
- Reported that another employee has been sexually harassed or discriminated against; or
- Encouraged a fellow employee to report harassment.

Even if the alleged harassment does not turn out to rise to the level of a violation of law, the individual is protected from retaliation if the person had a good faith belief that the practices were unlawful. However, the retaliation provision is not intended to protect persons making intentionally false charges of harassment.

Reporting Sexual Harassment

Everyone must work toward preventing sexual harassment, but leadership matters. Supervisors and managers have a special responsibility to make sure employees feel safe at work and that workplaces are free from harassment and discrimination. Any employee or covered individual is encouraged to report harassing or discriminatory behavior to a supervisor, manager or a member of the personnel committee or town board. Anyone who witnesses or becomes aware of potential instances of sexual harassment should report such behavior to a supervisor, manager, or a member of the personnel committee or town board.

Reports of sexual harassment may be made verbally or in writing. A written complaint form is attached to this policy if an employee would like to use it, but the complaint form is not required. Employees who are reporting sexual harassment on behalf of other employees may use the complaint form and should note that it is on another employee’s behalf. A verbal or otherwise written complaint (such as an email) on behalf of oneself or another employee is also acceptable.

Employees and covered individuals who believe they have been a target of sexual harassment may at any time seek assistance in additional available forums, as explained below in the section on [Legal Protections](#).

Supervisory Responsibilities

Supervisors and managers have a responsibility to prevent sexual harassment and discrimination. All supervisors and managers who receive a complaint or information about suspected sexual harassment, observe what may be sexually harassing or discriminatory behavior, or for any reason suspect that sexual harassment or discrimination is occurring, are required to report such suspected sexual harassment to The Town Supervisor or a member or members of the town board. Managers and supervisors should not be passive and wait for an employee to make a claim of harassment. If they observe such behavior, they must act.

Sexual harassment does not happen in a vacuum and discrimination experienced by an employee can be impacted by biases and identities beyond an individual's gender. For example:

- Placing different demands or expectations on black women employees than white women employees can be both racial and gender discrimination;
- An individual's immigration status may lead to perceptions of vulnerability and increased concerns around illegal retaliation for reporting sexual harassment; or
- Past experiences as a survivor of domestic or sexual violence may lead an individual to feel re-traumatized by someone's behaviors in the workplace.

Individuals bring personal history with them to the workplace that might impact how they interact with certain behavior. It is especially important for all employees to be aware of how words or actions might impact someone with a different experience than their own in the interest of creating a safe and equitable workplace.

Where Can Sexual Harassment Occur?

Unlawful sexual harassment is not limited to the physical workplace itself. It can occur while employees are traveling for business or at employer or industry sponsored events or parties. Calls, texts, emails, and social media usage by employees or covered individuals can constitute unlawful workplace harassment, even if they occur away from the workplace premises, on personal devices, or during non-work hours.

Sexual harassment can occur when employees are working remotely from home as well. Any behaviors outlined above that leave an employee feeling uncomfortable, humiliated, or unable to meet their job requirements constitute harassment even if the employee or covered individual is at home when the harassment occurs. Harassment can happen on virtual meeting platforms, in messaging apps, and after working hours between personal cell phones.

Retaliation

Retaliation is unlawful and is any action by an employer or supervisor that punishes an individual upon learning of a harassment claim, that seeks to discourage a worker or covered individual from making a formal complaint or supporting a sexual harassment or discrimination claim, or that punishes those who have come forward. These actions need not be job-related or occur in the workplace to constitute unlawful retaliation. For example, threats of physical violence outside of work hours or disparaging someone on social media would be covered as retaliation under this policy.

Examples of retaliation may include, but are not limited to:

- Demotion, termination, denying accommodations, reduced hours, or the assignment of less desirable shifts;
- Publicly releasing personnel files;
- Refusing to provide a reference or providing an unwarranted negative reference;
- Labeling an employee as "difficult" and excluding them from projects to avoid "drama";
- Undermining an individual's immigration status; or
- Reducing work responsibilities, passing over for a promotion, or moving an individual's desk to a less desirable office location.

Supervisors and managers can be disciplined if they engage in sexually harassing or discriminatory behavior themselves. Supervisors and managers can also be disciplined for failing to report suspected sexual harassment or allowing sexual harassment to continue after they know about it.

Supervisors and managers will also be subject to discipline for engaging in any retaliation.

While supervisors and managers have a responsibility to report harassment and discrimination, supervisors and managers must be mindful of the impact that harassment and a subsequent investigation has on victims. Being identified as a possible victim of harassment and questioned about harassment and discrimination can be intimidating, uncomfortable and re-traumatizing for individuals. Supervisors and managers must accommodate the needs of individuals who have experienced harassment to ensure the workplace is safe, supportive, and free from retaliation for them during and after any investigation.

Bystander Intervention

Any employee witnessing harassment as a bystander is encouraged to report it. A supervisor or manager that is a bystander to harassment is **required** to report it. There are five standard methods of bystander intervention that can be used when anyone witnesses harassment or discrimination and wants to help.

1. A bystander can interrupt the harassment by engaging with the individual being harassed and distracting them from the harassing behavior;
2. A bystander who feels unsafe interrupting on their own can ask a third party to help intervene in the harassment;
3. A bystander can record or take notes on the harassment incident to benefit a future investigation;
4. A bystander might check in with the person who has been harassed after the incident, see how they are feeling and let them know the behavior was not ok; and
5. If a bystander feels safe, they can confront the harassers and name the behavior as inappropriate. When confronting harassment, physically assaulting an individual is never an appropriate response.

Though not exhaustive, and dependent on the circumstances, the guidelines above can serve as a brief guide of how to react when witnessing harassment in the workplace. Any employee witnessing harassment as a bystander is encouraged to report it. A supervisor or manager that is a bystander to harassment is required to report it.

Complaints and Investigations of Sexual Harassment

All complaints or information about sexual harassment will be investigated, whether that information was reported in verbal or written form. An investigation of any complaint, information, or knowledge of suspected sexual harassment will be prompt, thorough, and started and completed as soon as possible. The investigation will be kept confidential to the extent possible. All individuals involved, including those making a harassment claim, witnesses, and alleged harassers deserve a fair and impartial investigation.

Any employee may be required to cooperate as needed in an investigation of suspected sexual harassment. The Town of Hector will take disciplinary action against anyone engaging in retaliation against employees who file complaints, support another's complaint, or participate in harassment investigations.

The Town of Hector recognizes that participating in a harassment investigation can be uncomfortable and has the potential to retraumatize an employee. Those receiving claims and leading investigations will handle complaints and questions with sensitivity toward those participating.

While the process may vary from case to case, investigations will be done in accordance with the following steps. Upon receipt of a complaint, the personnel committee in conjunction with the town attorney if necessary:

1. Will conduct a prompt review of the allegations, assess the appropriate scope of the investigation, and take any interim actions (for example, instructing the individual(s) about whom the complaint was made to refrain from communications with the individual(s) who reported the harassment), as appropriate. If complaint is verbal, request that the individual completes the complaint form in writing. If the person reporting prefers not to fill out the form, the person the complaint was given to (supervisor, personnel committee member and or town board member) will prepare a complaint form or equivalent documentation based on the verbal reporting;
2. Will take steps to obtain, review, and preserve documents sufficient to assess the allegations, including documents, emails or phone records that may be relevant to the investigation. The person the complaint was given to (supervisor, personnel committee member and or town board member) will consider and implement appropriate document request, review, and preservation measures, including for electronic communications;
3. Will seek to interview all parties involved, including any relevant witnesses;
4. Will create a written documentation of the investigation (such as a letter, memo or email), which contains the following:
 - a. A list of all documents reviewed, along with a detailed summary of relevant documents;
 - b. A list of names of those interviewed, along with a detailed summary of their statements;
 - c. A timeline of events;
 - d. A summary of any prior relevant incidents disclosed in the investigation, reported or unreported; and
 - e. The basis for the decision and final resolution of the complaint, together with any corrective action(s).
5. Will keep the written documentation and associated documents in a secure and confidential location;
6. Will promptly notify the individual(s) who reported the harassment and the individual(s) about whom the complaint was made that the investigation has been completed and implement any corrective actions identified in the written document; and
7. Will inform the individual(s) who reported of the right to file a complaint or charge externally as outlined in the next section.

Legal Protections and External Remedies

Sexual harassment is not only prohibited by the Town of Hector but it is also prohibited by state, federal, and, where applicable, local law.

The internal process outlined in the policy above is one way for employees to report sexual harassment. Employees and covered individuals may also choose to pursue legal remedies with the following governmental entities. While a private attorney is not required to file a complaint with a governmental agency, you may also seek the legal advice of an attorney.

New York State Division of Human Rights:

The New York State Human Rights Law (HRL), N.Y. Executive Law, art. 15, § 290 *et seq.*, applies to all employers in New York State and protects employees and covered individuals, regardless of immigration status. A complaint alleging violation of the Human Rights Law may be filed either with the New York State Division of Human Rights (DHR) or in New York State Supreme Court.

Complaints of sexual harassment filed with DHR may be submitted any time **within three years** of the harassment. If an individual does not file a complaint with DHR, they can bring a lawsuit directly in state court under the Human Rights Law, **within three years** of the alleged sexual harassment. An individual may not file with DHR if they have already filed a HRL complaint in state court.

Complaining internally to the Town of Hector does not extend your time to file with DHR or in court. The three years are counted from the date of the most recent incident of harassment.

You do not need an attorney to file a complaint with DHR, and there is no cost to file with DHR.

DHR will investigate your complaint and determine whether there is probable cause to believe that sexual harassment has occurred. Probable cause cases receive a public hearing before an administrative law judge. If sexual harassment is found at the hearing, DHR has the power to award relief. Relief varies but it may include requiring your employer to take action to stop the harassment, or repair the damage caused by the harassment, including paying of monetary damages, punitive damages, attorney's fees, and civil fines.

DHR's main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458. You may call (718) 741-8400 or visit: www.dhr.ny.gov.

Go to dhr.ny.gov/complaint for more information about filing a complaint with DHR. The website has a digital complaint process that can be completed on your computer or mobile device from start to finish. The website has a complaint form that can be downloaded, filled out, and mailed to DHR as well as a form that can be submitted online. The website also contains contact information for DHR's regional offices across New York State.

Call the DHR sexual harassment hotline at **1(800) HARASS3** for more information about filing a sexual harassment complaint. This hotline can also provide you with a referral to a volunteer attorney experienced in sexual harassment matters who can provide you with limited free assistance and counsel over the phone.

The United States Equal Employment Opportunity Commission:

The United States Equal Employment Opportunity Commission (EEOC) enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act, 42 U.S.C. § 2000e *et seq.* An individual can file a complaint with the EEOC anytime within 300 days from the most recent incident of harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint and determine whether there is reasonable cause to believe that discrimination has occurred. If the EEOC determines that the law may have been violated, the EEOC will try to reach a voluntary settlement with the employer. If the EEOC cannot reach a settlement, the EEOC (or the Department of Justice in certain cases) will decide whether to file a lawsuit. The EEOC will issue a Notice of Right to Sue permitting workers to file a lawsuit in federal court if the EEOC closes the charge, is unable to determine if federal employment discrimination laws may have been violated, or believes that unlawful discrimination occurred by does not file a lawsuit.

Individuals may obtain relief in mediation, settlement or conciliation. In addition, federal courts may award remedies if discrimination is found to have occurred. In general, private employers must have at least 15 employees to come within the jurisdiction of the EEOC.

An employee alleging discrimination at work can file a "Charge of Discrimination." The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (TTY: 1-800-669-6820), visiting their website at www.eeoc.gov or via email at info@eeoc.gov.

If an individual filed an administrative complaint with the New York State Division of Human Rights, DHR will automatically file the complaint with the EEOC to preserve the right to proceed in federal court.

Local Protections

Many localities enforce laws protecting individuals from sexual harassment and discrimination. An individual should contact the county, city or town in which they live to find out if such a law exists. For example, employees who work in New York City may file complaints of sexual harassment or discrimination with the New York City Commission on Human Rights. Contact their main office at Law Enforcement Bureau of the NYC Commission on Human Rights, 22 Reade Street, 1st Floor, New York, New York; call 311 or (212) 306-7450; or visit www.nyc.gov/html/cchr/html/home/home.shtml.

Contact the Local Police Department

If the harassment involves unwanted physical touching, coerced physical confinement, or coerced sex acts, the conduct may constitute a crime. Those wishing to pursue criminal charges are encouraged to contact their local police department.

Conclusion

The policy outlined above is aimed at providing employees at the Town of Hector and covered individuals an understanding of their right to a discrimination and harassment free workplace. All employees should feel safe at work. Though the focus of this policy is on sexual harassment and gender discrimination, the New York State Human Rights law protects against discrimination in several protected classes including sex, sexual orientation, gender identity or expression, age, race, creed, color, national origin, military status, disability, pre-disposing genetic characteristics, familial status, marital status, criminal history, or domestic violence survivor status. The prevention policies outlined above should be considered applicable to all protected classes.

The Town shall make available to each permanent Town employee single or family coverage as provided under the Town's health insurance, dental insurance and vision insurance plans (the "Plans"), subject to the rules of the Plans. The Town shall pay a percentage of the premium cost for the applicable coverage under the Plans pursuant to the chart below, with the employee paying the remaining percentage of the premium cost through payroll deductions.

For employees working:	The Town pays:	And the employee pays:
More than 20 and less than 30 hours per week	50%	50%
30 or more and less than 40 hours per week	75%	25%
40 hours per week or more	85%	15%

For purposes of determining the percentage of premium cost paid by the Town, the hours worked by an employee shall be based on the employee's scheduled work hours over a period determined by the Town. In the event of a change in scheduled hours necessitating a change in the premium cost paid by the Town, the Town will make the appropriate adjustment by adjusting the applicable payroll deduction.

The Town shall make available to each elected public officer and justice(s) of the Town single or family coverage as provided under the Plans, subject to the rules of the Plans. The Town shall pay a percentage of the premium cost for the applicable coverage under the plans pursuant to the chart below, with the officer/justice paying the remaining percentage of the premium cost through payroll deductions.

Officer/Justice	The Town pays:	The Officer/Justice pays:
Justice	50%	50%
Supervisor	75%	25%
Board Member	25%	75%
Clerk	85%	15%

The Town reserves the right to change the carrier and/or any one or more of the Plans at any time, and any terms and conditions related to the provision of health insurance, dental insurance and/or vision insurance, at any time. Without limiting the foregoing, the percentage of premium costs of the Plans paid for by the Town is subject to change at any time, and shall be reviewed and set not less frequently than annually by the Town Board.

Ben Dickens

From: Vanselow, Jodie - FS, NY <jodie.vanselow@usda.gov>
Sent: Tuesday, December 5, 2023 1:01 PM
To: mayor@watkinsglen.us; Ben Dickens; Kyle Barnhart
Subject: Finger Lakes National Forest - Caywood Point

Hello Local Leaders,

I am reaching out to make you aware of upcoming planning efforts specific to Caywood Point and the historic Queen's Castle. We need, and want, your input!

The Forest Service will be seeking your feedback in regards to future management of this beloved area. Should free overnight camping remain a priority? How do we welcome multiple visitors while creating spaces that give a feeling of privacy? What opportunities could we offer with Queen's Castle: overnight lodging rental, day use for sharing interpretive information, local wine tastings, etc. ??? These are just a few of the ideas we are considering but we don't want to miss a chance to hear your ideas and/or feedback.

More formal invitations will be issued after we outline a public involvement strategy and select meeting dates; however, I wanted to reach out to put this on your radar. As you relax over the holidays, think about what is most important about Caywood to you and our community. Please send me your ideas or reach out with questions any time. I look forward to having you as part of this important visioning effort for our shared Seneca Lake shoreline. Thanks Much - Jodie



Jodie L Vanselow

District Ranger

Forest Service

Green Mountain & Finger Lakes National Forests,
Hector Ranger District

p: 607-546-4470 x3314

c: 262-844-6114 (personal cell)

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Caring for the land and serving people



Jodie L Vanselow

District Ranger