

**DANIEL S. DEGEAR**  
Town Supervisor  
Phone: 315-367-1355  
Fax: 315-367-1359



**REBECCA MARSHALL**  
Town Clerk/Collector  
Phone: 315-367-1350  
Fax: 315-367-1359

**DeRuyter Town Board**  
**Agenda – Thursday, July 13, 2017**

- **Accept Minutes**
- **Presentation: Mang/NYMIR**
- **Town Clerk's Report**
  - 1. Written Report in packet
- **Highway Superintendent's Report**
- **Financials**
  - i. Supervisor Report
  - ii. Supervisor's Statement
  - iii. Expense Report
- **Correspondences**
  - None
- **Old Business:**
  - A. Town Hall Maintenance - Update
  - B. Grant Updates
    - i. Camp Crone
    - ii. 10-Wheeler purchase
- **New Business**
  - C. 2017/2018 Insurance Approval
  - D. Otselic Proclamation
  - E. OCC MED Bill
  - F. Paid Family Leave - NYSIF
- **Other Business**
  - G. ARE Park Fact Sheet
  - H. Smith Park Improvements – Grant
- **Public Comments**
- **Payment of Claims**

Account#	Account Description	Fee Description	Qty	Local Share
A1255	Conservation	Conservation	3	13.10
	Marr. Lic.	Marriage Licensing Fees	4	70.00
			<b>Sub-Total:</b>	<b>\$83.10</b>
A2544	Dog Licensing	Female, Spayed	8	72.00
		Female, Unspayed	1	13.00
		Male, Neutered	4	36.00
		Male, Unneutered	3	39.00
		Replacement Tags	1	3.00
			<b>Sub-Total:</b>	<b>\$163.00</b>
A2590	Misc. Fees	Punch Cards	13	4.55
			<b>Sub-Total:</b>	<b>\$4.55</b>
B1560	Permits	Building Permit	4	389.00
			<b>Sub-Total:</b>	<b>\$389.00</b>
B2110	Plan & Zone	Land Use Regulations	1	50.00
			<b>Sub-Total:</b>	<b>\$50.00</b>
<b>Total Local Shares Remitted:</b>				<b>\$689.65</b>

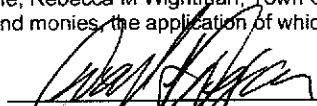
Amount paid to: County Treasurer for Landfill	177.45
Amount paid to: NYS Ag. & Markets for spay/neuter program	24.00
Amount paid to: NYS Environmental Conservation	224.90
Amount paid to: State Health Dept. for Marriage Licenses	90.00

**Total State, County & Local Revenues: \$1,206.00**

**Total Non-Local Revenues: \$516.35**

To the Supervisor:

Pursuant to Section 27, Sub 1, of the Town Law, I hereby certify that the foregoing is a full and true statement of all fees and monies received by me, Rebecca M Wightman, Town Clerk, Town of De Ruyter during the period stated above, in connection with my office, excepting only such fees and monies, the application of which are otherwise provided for by law.

  
Supervisor

7/11/17  
Date

  
Town Clerk

7/10/17  
Date

**SUPERVISOR'S REPORT**  
6/30/2017

FUND	BEG. BAL.	RECEIPTS	EXPEND.	END. BAL.	CHKING.	SAVINGS	PETTY CASH	TOTAL
GENERAL TOWNWIDE	\$ 132,920.50	\$ 599.68	\$ 23,139.49	\$ 110,380.69	\$ 11,270.52	\$ 98,910.17	\$ 200.00	\$ 110,380.69
GENERAL PART TOWN	\$ 34,848.26	\$ 452.25	\$ 1,262.56	\$ 34,037.95	\$ -	\$ 34,037.95	\$ -	\$ 34,037.95
HIGHWAY TOWNWIDE	\$ 139,388.64	\$ 15,952.53	\$ 5,547.01	\$ 149,794.16	\$ 15,000.00	\$ 134,794.16		\$ 149,794.16
HIGHWAY PART TOWN	\$ 204,909.06	\$ -	\$ 53,706.68	\$ 151,202.38	\$ -	\$ 151,202.38	\$ -	\$ 151,202.38
DERUYTER FIRE	\$ 219.11	\$ -	\$ -	\$ 219.11	\$ -	\$ 219.11	\$ -	\$ 219.11
COMM. DEV. (HUD)	\$ 43,628.78	\$ -	\$ 300.00	\$ 43,328.78	\$ -	\$ 43,628.78	\$ -	\$ 43,628.78
CEMETERY TRUST	\$ 4,256.63	\$ -	\$ -	\$ 4,256.63	\$ -	\$ 4,256.63		\$ 4,256.63

**RESERVES**

HWY BLDG.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
HWY EQUIP.	\$ 116,132.49	\$ -	\$ -	\$ 116,132.49	\$ -	\$ -	\$ -	\$ 116,132.49
Non-Hwy Bldg	\$ 18,548.28	\$ -	\$ -	\$ 18,548.28	\$ -	\$ -	\$ -	\$ 18,548.28
						Highway Reserves		\$ 116,132.49

**MONTHLY STATEMENT OF SUPERVISOR**  
 To the TOWN BOARD of the Town of DeRuyter  
 Pursuant to Section 119 of the Town Law, I hereby render  
 the following detailed statement of all moneys received and disbursed by me,  
 as Supervisor, during the month of JUNE 2017

**RECEIPTS**

<b>SOURCE</b>	<b>AMOUNT RECEIVED</b>
Town Clerk	\$ 642.88
Justices	\$ 1,890.00
Madison County - reimb snow & ice	\$ 15,952.53
Tompkins Trust Company - interest on cking	\$ 2.36
Tompkins Trust Company - interest on savings	\$ 41.69
Village - reimb diesel	\$ 154.18
Cook Bros - returned parts for credit	\$ 286.25

**TOTAL** \$ 18,969.89

**DISBURSEMENTS**

Abstracts 11 & 12 \$ 83,459.62

SUPERVISOR SIGNATURE

Fund: A

Account Number	Account Descript	Detail	Adopted Budget	Ammended Bud	Spent This Mon	Spent This Yr	Buget Remain
A-1010.1	Legislative	Salary	6,400.00	6,400.00	0.00	1,600.00	4,800.00
A-1010.4	Legislative	Contractual	400.00	400.00	0.00	65.39	334.61
A-1110.1	Municipal Court	Salary	12,525.00	12,525.00	0.00	5,218.75	7,306.25
A-1110.2	Justice	Capital Outlay	0.00	0.00	0.00	0.00	0.00
A-1110.4	Municipal Court	Contractual	0.00	0.00	0.00	0.00	0.00
A-1110.41	Municipal Court	Nat'l Gas	750.00	750.00	0.00	105.00	645.00
A-1110.42	Municipal Court	Electricity	1,100.00	1,100.00	0.00	1,140.00	-40.00
A-1220-1.1	Supervisor	Salary	7,250.00	7,250.00	0.00	2,979.15	4,270.85
A-1220-2.1	Supervisor	Salary	200.00	200.00	0.00	0.00	200.00
A-1220-3.1	Supervisor	Salary	11,000.00	11,000.00	423.08	4,653.88	6,346.12
A-1220.1	Supervisor	Salary	0.00	0.00	0.00	0.00	0.00
A-1220.4	Supervisor	Contractual	0.00	0.00	0.00	0.00	0.00
A-1220.41	Supervisor	Nat'l Gas	1,500.00	1,500.00	0.00	1,082.78	417.22
A-1220.42	Supervisor	Electricity	500.00	500.00	0.00	47.60	452.40
A-1330.41	Tax Collection	Nat'l Gas	0.00	0.00	0.00	0.00	0.00
A-1330.42	Tax Collection	Electricity	0.00	0.00	0.00	0.00	0.00
A-1330.43	Tax Collection	Contractual	1,100.00	1,100.00	0.00	1,614.44	-514.44
A-1330.44	Tax Collection	Phone	0.00	0.00	0.00	0.00	0.00
A-1330.45	County Mailing Fee	Court Program	675.00	675.00	0.00	550.69	124.31
A-1340.1	Budget	Salary	11,000.00	11,000.00	423.08	4,653.88	6,346.12
A-1355-1.1	Assessment	Salary	16,200.00	16,200.00	0.00	6,750.00	9,450.00
A-1355-2.1	Assessment	Salary	1,200.00	1,200.00	46.15	507.65	692.35
A-1355.1	Assessment	Salary	0.00	0.00	0.00	0.00	0.00
A-1355.2	Assessment	Capital Outlay	0.00	0.00	0.00	0.00	0.00
A-1355.4	Assessment	Contractual	800.00	800.00	167.90	246.18	553.82
A-1410-1.1	Clerk	Salary	28,350.00	28,350.00	1,090.38	11,994.18	16,355.82
A-1410-2.1	Clerk	Salary	1,500.00	1,500.00	0.00	0.00	1,500.00
A-1410.1	Clerk	Salary	0.00	0.00	0.00	0.00	0.00
A-1410.2	Clerk	Capital Outlay	500.00	500.00	0.00	0.00	500.00
A-1410.4	Clerk	Contractual	2,500.00	2,500.00	0.00	1,107.63	1,392.37
A-1420.4	Law	Contractual	4,000.00	4,000.00	0.00	0.00	4,000.00
A-1440.4	Engineer	Contractual	2,000.00	2,000.00	0.00	0.00	2,000.00
A-1450.1	Elections	Salary	0.00	0.00	0.00	0.00	0.00
A-1450.4	Elections	Contractual	0.00	0.00	0.00	0.00	0.00
A-1460.1		Salary	0.00	0.00	0.00	0.00	0.00
A-1460.4		Contractual	0.00	0.00	0.00	0.00	0.00
A-1620-1.1	Buildings	Personal Services	3,000.00	3,000.00	88.80	1,091.13	1,908.87
A-1620-2.1	Buildings		0.00	0.00	0.00	0.00	0.00
A-1620.1	Buildings	Salary	0.00	0.00	0.00	0.00	0.00
A-1620.2	Buildings	Capital Outlay	0.00	0.00	0.00	0.00	0.00
A-1620.21	Buildings	Grant	0.00	0.00	0.00	0.00	0.00
A-1620.4	Buildings	Contractual	0.00	0.00	0.00	0.00	0.00
A-1620.41	Buildings	Nat'l Gas	4,300.00	4,300.00	199.22	1,521.91	2,778.09
A-1620.42	Buildings	Electricity	6,000.00	6,000.00	0.00	2,066.06	3,933.94
A-1620.43	Buildings	Contractual	15,000.00	15,000.00	1,221.32	9,974.53	5,025.47
A-1620.44	Buildings	Phone	4,000.00	4,000.00	113.03	1,642.59	2,357.41
A-1660.4	Central Storeroom	Contractual	2,000.00	2,000.00	0.00	2,043.34	-43.34
A-1910.4	Unallocated	Contractual	20,500.00	20,500.00	0.00	587.00	19,913.00
A-1920.4	Municipal	Contractual	0.00	0.00	0.00	0.00	0.00
A-1940.4	Purchase of Land	Contractual	0.00	0.00	0.00	0.00	0.00
A-1990.4	Contingent Account	Contractual	2,500.00	2,500.00	0.00	0.00	2,500.00
A-3510.1	Control of Dogs	Salary	3,050.00	3,050.00	0.00	1,270.85	1,779.15
A-3510.2	Control of Dogs	Capital Outlay	150.00	150.00	0.00	0.00	150.00
A-3510.4	Control of Dogs	Contractual	500.00	500.00	0.00	21.58	478.42
A-4540.4	Ambulance	Contractual	24,000.00	24,000.00	0.00	24,000.00	0.00

# Expense Report

Monday, June 12, 2017

6:28

A-5010.1	Highway & Street	Salary	56,375.00	56,375.00	2,168.27	23,850.97	32,524.03
A-5010.2	Highway & Street	Capital Outlay	0.00	0.00	0.00	0.00	0.00
A-5010.4	Highway & Street	Contractual	1,300.00	1,300.00	0.00	600.00	700.00
A-5110.1	Street Supt.	Salary	0.00	0.00	0.00	0.00	0.00
A-5132.4	Garage	Contractual	16,000.00	16,000.00	735.79	7,760.68	8,239.32
A-5182.4	Street Lighting	Contractual	1,650.00	1,650.00	90.71	597.16	1,052.84
A-6510.4	Veterans Service	Contractual	200.00	200.00	0.00	0.00	200.00
A-6772.4	Programs for Aging	Contractual	1,200.00	1,200.00	0.00	1,200.00	0.00
A-7110.1	Parks	Salary	0.00	0.00	0.00	0.00	0.00
A-7110.2	Parks	Capital Outlay	0.00	0.00	0.00	0.00	0.00
A-7110.4	Parks	Contractual	3,000.00	3,000.00	0.00	2,706.64	293.36
A-7450.4	Museum-Art Gallery	Contractual	500.00	500.00	0.00	0.00	500.00
A-7510.1	Historian	Salary	50.00	50.00	0.00	0.00	50.00
A-7510.4	Historian	Contractual	0.00	0.00	0.00	0.00	0.00
A-7550.4	Celebrations	Contractual	100.00	100.00	0.00	0.00	100.00
A-7989.4		Contractual	0.00	0.00	0.00	0.00	0.00
A-8090.4	Environmental	Contractual	1,000.00	1,000.00	0.00	0.00	1,000.00
A-8810.1	Cemeteries	Salary	0.00	0.00	0.00	0.00	0.00
A-8810.4	Cemeteries	Contractual	0.00	0.00	0.00	0.00	0.00
A-9010.8	State Retirement	Employee Benefits	15,390.00	15,390.00	0.00	0.00	15,390.00
A-9030.8	Social Security	Employee Benefits	11,000.00	11,000.00	324.35	4,939.66	6,060.34
A-9040.8	Worker's	Employee Benefits	6,750.00	6,750.00	0.00	6,746.00	4.00
A-9050.8	Unemployment	Employee Benefits	1,600.00	1,600.00	0.00	447.20	1,152.80
A-9055.8	Disability Insurance	Employee Benefits	50.00	50.00	0.00	0.00	50.00
A-9060.8	Hospital/Medical	Employee Benefits	0.00	0.00	0.00	0.00	0.00
A-9901.9	Transfers to other	Transfers	0.00	0.00	0.00	0.00	0.00
A-9950.9	Trans-Capital Proj.	Transfers	0.00	0.00	0.00	0.00	0.00
			312,615.00	312,615.00	7,092.08	137,384.50	175,230.50

Fund: B

Account Number	Account Descript	Detail	Adopted Budget	Ammended Bud	Spent This Mon	Spent This Yr	Buget Remain
B-1420.4	Attorney	Contractual	500.00	500.00	0.00	0.00	500.00
B-1990.4	Contingent Account	Contractual	500.00	500.00	0.00	0.00	500.00
B-3310.4	Traffic Control	Contractual	1,000.00	1,000.00	0.00	0.00	1,000.00
B-4010.4	Public Health	Contractual	0.00	0.00	0.00	0.00	0.00
B-4020-1.1	Registrar of Vital	Salary	1,800.00	1,800.00	69.23	761.53	1,038.47
B-4020-2.1	Registrar of Vital	Salary	750.00	750.00	0.00	0.00	750.00
B-4020.4	Registrar of Vital	Contractual	100.00	100.00	0.00	0.00	100.00
B-6772.4	Programs for Aging	Contractual	0.00	0.00	0.00	0.00	0.00
B-7310.4	Youth Programs	Contractual	0.00	0.00	0.00	0.00	0.00
B-7410.4	Library	Contractual	0.00	0.00	0.00	0.00	0.00
B-8010.1	Zoning	Salary	11,305.00	11,305.00	0.00	4,710.40	6,594.60
B-8010.4	Zoning	Contractual	800.00	800.00	24.82	73.24	726.76
B-8020.4	Planning	Contractual	0.00	0.00	0.00	0.00	0.00
B-9010.8	State Retirement	Employee Benefits	1,860.00	1,860.00	0.00	0.00	1,860.00
B-9030.8	Social Security	Employee Benefits	900.00	900.00	5.30	418.65	481.35
B-9040.8	Worker's	Employee Benefits	600.00	600.00	0.00	592.00	8.00
B-9050.8	Unemployment	Employee Benefits	230.00	230.00	0.00	41.98	188.02
B-9950.9	Trans-Capital Proj.	Transfers	0.00	0.00	0.00	0.00	0.00
			20,345.00	20,345.00	99.35	6,597.80	13,747.20

Fund: CD

Account Number	Account Descript	Detail	Adopted Budget	Ammended Bud	Spent This Mon	Spent This Yr	Buget Remain
CD-1620.2	Buildings	Capital Outlay	0.00	800.00	0.00	300.00	500.00
CD-8668.4		Contractual	0.00	0.00	0.00	0.00	0.00
CD-8686.1		Salary	0.00	0.00	0.00	0.00	0.00
CD-8686.4		Contractual	0.00	0.00	0.00	0.00	0.00

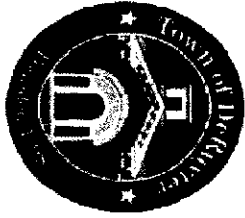
# Expense Report

			0.00	800.00	0.00	300.00	500.00
Fund: CM							
Account Number	Account Descript	Detail	Adopted Budget	Ammended Bud	Spent This Mon	Spent This Yr	Buget Remain
CM-8810.4	CEMETERIES	Contractual	0.00	0.00	0.00	0.00	0.00
CM-9901.9	Interfund Transfer	Transfers	0.00	0.00	0.00	0.00	0.00
			0.00	0.00	0.00	0.00	0.00

Fund: DA							
Account Number	Account Descript	Detail	Adopted Budget	Ammended Bud	Spent This Mon	Spent This Yr	Buget Remain
DA-5120.4	Bridges	Contractual	1,000.00	1,000.00	0.00	0.00	1,000.00
DA-5130.2	Machinery	Capital Outlay	0.00	92,605.02	0.00	92,605.00	0.02
DA-5130.4	Machinery	Contractual	32,500.00	32,500.00	2,333.26	14,129.13	18,370.87
DA-5132.2	Garage	Capital Outlay	0.00	0.00	3,500.00	3,500.00	-3,500.00
DA-5140.4	Miscellaneous/brus	Contractual	0.00	0.00	0.00	0.00	0.00
DA-5142.1	Snow Removal	Salary	57,131.00	57,131.00	0.00	44,616.84	12,514.16
DA-5142.4	Snow Removal	Contractual	95,000.00	95,000.00	0.00	49,422.89	45,577.11
DA-9010.8	State Retirement	Employee Benefits	6,500.00	6,500.00	0.00	0.00	6,500.00
DA-9030.8	Social Security	Employee Benefits	4,000.00	4,000.00	0.00	3,404.24	595.76
DA-9040.8	Worker's	Employee Benefits	2,460.00	2,460.00	0.00	2,455.00	5.00
DA-9050.8	Unemployment	Employee Benefits	650.00	650.00	0.00	417.32	232.68
DA-9055.8	Disability Insurance	Employee Benefits	20.00	20.00	0.00	0.00	20.00
DA-9060.8	Hospital/Medical	Employee Benefits	0.00	0.00	0.00	0.00	0.00
DA-9710.6	Serial Bonds	Principal on	10,000.00	10,000.00	0.00	0.00	10,000.00
DA-9710.7	Serial Bonds	Interest On	3,490.00	3,490.00	0.00	1,495.31	1,994.69
DA-9901.9	Transfers to other	Transfers	0.00	0.00	0.00	0.00	0.00
DA-9950.9	Trans-Capital Proj.	Transfers	0.00	0.00	0.00	0.00	0.00
			212,751.00	305,356.02	5,833.26	212,045.73	93,310.29

Fund: DB							
Account Number	Account Descript	Detail	Adopted Budget	Ammended Bud	Spent This Mon	Spent This Yr	Buget Remain
DB-5110.1	Maintenance of	Salary	65,100.00	65,100.00	4,268.00	12,804.00	52,296.00
DB-5110.2		Capital Outlay	0.00	0.00	0.00	0.00	0.00
DB-5110.4	Maintenance of	Contractual	75,000.00	75,000.00	40,080.69	45,771.90	29,228.10
DB-5110.41	Maintenance of	Nat'l Gas	0.00	0.00	0.00	0.00	0.00
DB-5112.2	Road	Capital Outlay	77,500.00	97,890.00	0.00	470.70	97,419.30
DB-5130.2	Machinery	Capital Outlay	0.00	0.00	0.00	0.00	0.00
DB-9010.8	State Retirement	Employee Benefits	9,000.00	9,000.00	0.00	0.00	9,000.00
DB-9030.8	Social Security	Employee Benefits	3,500.00	3,500.00	325.39	976.17	2,523.83
DB-9040.8	Worker's	Employee Benefits	2,800.00	2,800.00	0.00	2,800.00	0.00
DB-9050.8	Unemployment	Employee Benefits	150.00	150.00	0.00	0.00	150.00
DB-9055.8	Disability Insurance	Employee Benefits	0.00	0.00	0.00	0.00	0.00
DB-9060.8	Hospital/Medical	Employee Benefits	0.00	0.00	0.00	0.00	0.00
DB-9950.9	Trans-Capital Proj.	Transfers	0.00	0.00	0.00	0.00	0.00
			233,050.00	253,440.00	44,674.08	62,822.77	190,617.23

Fund: SF							
Account Number	Account Descript	Detail	Adopted Budget	Ammended Bud	Spent This Mon	Spent This Yr	Buget Remain
SF-3410.4	Fire	Contractual	96,000.00	96,000.00	0.00	96,000.00	0.00
			96,000.00	96,000.00	0.00	96,000.00	0.00



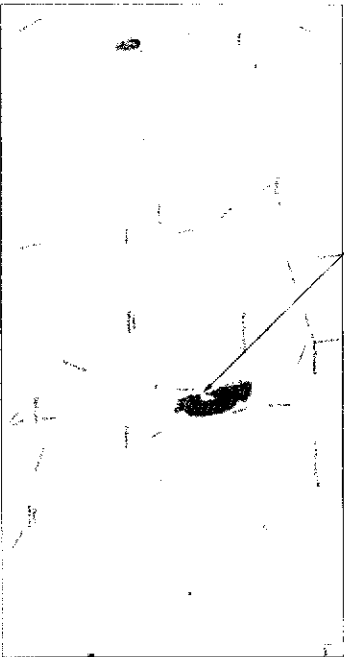
# CAMP CRONE ROAD IMPROVEMENTS FOR THE CONSTRUCTION OF

## TOWN OF DERUYTER

### 735 UTICA STREET DERUYTER, NY 13052



PROJECT  
LOCATION



LOCATION MAP

#### DRAWING LIST

SHEET NO.	TITLE SHEET	SHEET NAME
C-001	OVERALL SITE PLAN AND DETAILS	
C-100	BASE BID SITE PLAN AND DETAILS	
C-101		

CGS PROJECT: 037.001.001

JULY 2017

### REVIEW SUBMISSION



THIS IS A PRELIMINARY DRAWING. IT IS NOT TO BE USED FOR CONSTRUCTION. ANY CHANGES TO THIS DRAWING MUST BE APPROVED BY THE TOWN ENGINEER. NO ALTERATIONS SHOULD BE MADE TO THIS DRAWING WITHOUT THE WRITTEN APPROVAL OF THE TOWN ENGINEER. THE TOWN ENGINEER'S OFFICE IS LOCATED AT 735 UTICA STREET, DERUYTER, NY 13052. (518) 381-2100

G-001







Daniel S. DeGear, Town Supervisor

Sincerely,

Thank you for your assistance and patience as we complete this important project.

To that end, I am asking that you supply the town with the best-possible means of notifying you. Text messaging, email, and Facebook are easy tools for the town to use, but we will call each resident if that is preferred. Please communicate to us by email or phone to let me know how you prefer to be notified. My email address is: [dans@deruyterny.gov.us](mailto:dans@deruyterny.gov.us) and my office phone number is 315-367-1355.

The DeRuyter Highway Department has been working diligently over the past year to develop a plan for the rehabilitation of Camp Crone Road. The Town applied for and received a grant through Senator Valesky to assist with the costs associated with the additional storm water drainage needed to properly complete the road project.

As you can imagine, a rehabilitation of Camp Crone Road is somewhat difficult to schedule as the road is narrow and there are no detour opportunities. At this point, we are projecting work to be completed in September and/or October following the busy summer season. Unfortunately, a complete road closure is likely to be necessary during the daytime hours for a couple of the days during the construction. It is our plan to make these closures as inconvenient as possible and we will provide as much advance-notice as possible to the affected residents.

Dear Resident:

July 12, 2017

Camp Crone Resident  
DeRuyter, NY 13052

DANIEL S. DEGEAR  
Town Supervisor  
Office: 315-367-1355  
Fax: 315-367-1359



REBECCA MARSHALL  
Town Clerk/Collector  
Office: 315-367-1350  
Fax: 315-367-1359



**TOWN OF DERUYTER**

**TOWN BOARD PROCLAMATION**

**July 8, 2017**

***WHEREAS***, On March 15, 1798 Chenango County, New York was created along with ten townships including the Town of DeRuyter; and

***WHEREAS***, on March 21, 1806 the Town of Brakel, which became the Town of German, was formed from a part of the Town of DeRuyter; and

***WHEREAS***, on March 28, 1817 the Town of Otselic was formed from a part of the Town of German; and

***WHEREAS***, the Town of Otselic is now commemorating its bicentennial year.

***THEREFORE, BE IT RESOLVED***, that, on behalf the Town Board and the entire DeRuyter community, I, Daniel S. Degear, Supervisor for the Town of DeRuyter, do hereby extend congratulations to our neighbors in the Town of Otselic for their 200<sup>th</sup> year and offer our best wishes for the years to come.

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Daniel S. Degear, Town Supervisor

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July 8, 2017

Date



[7010-000002037902][14650-01][PFL\_LETT-PFL15#][01-01575]



TOWN OF DERUYTER  
UTICA ST  
PO BOX 394  
De Ruyter, NY 13052

Policy Number: DB 2037 90-2

June 15, 2017

Dear Policyholder,

The New York State Insurance Fund (NYSIF) notified you in April that Paid Family Leave (PFL) will be added to your disability benefits (DB) policy effective January 1, 2018. Employees of NYSIF DB policyholders will be automatically covered for PFL under their NYSIF DB policy.

PFL is to be funded through employee payroll deductions. As an employer, you are responsible for collecting the appropriate PFL contributions to cover the cost of the program which you may begin deducting from employees on or after July 1, 2017.

The Department of Financial Services has set the rate for PFL at .126% of the employee's weekly wage, not to exceed the New York State Average Weekly Wage (NYSAWW). An employee census will be forthcoming which must be completed for NYSIF to estimate the premium for the Paid Family Leave portion of your disability benefits policy. NYSIF will send you a bill for the estimated PFL premium which will be payable later this year.

For more information regarding Paid Family Leave, please refer to the following resources:

- NYSIF Website: [www.nysif.com/paidfamilyleave](http://www.nysif.com/paidfamilyleave)
- NYS Paid Family Leave Website: [www.ny.gov/programs/new-york-state-paid-family-leave](http://www.ny.gov/programs/new-york-state-paid-family-leave)
- NYS Paid Family Leave Help Line: (844) 337-6303

Thank you.

**The New York State Insurance Fund**



ACCOUNT NUMBER	2351
INVOICE DATE	06/22/2017
INVOICE NUMBER	0000018637
INVOICE TOTAL	34.20

MAKE PAYMENT TO:

NY Urgent Care Practice PC  
 PO Box 500  
 Ellicottville NY 147310500  
 716-699-9032

WE ACCEPT: MASTERCARD, VISA, DISCOVER

PAYMENT ENCLOSED \$ \_\_\_\_\_

CARDHOLDER \_\_\_\_\_ CARD # \_\_\_\_\_  
 Sec. Code \_\_\_\_\_ EXP. DATE \_\_\_\_\_ SIGNATURE \_\_\_\_\_

13-86 Town of DeRuyter  
 PO Box 394  
 DeRuyter, NY 13052

CUT HERE

Credit Card Accepted only for payment over \$5.00

DATE	DESCRIPTION	PATIENT	CHARGE	PAID	ADJ	BALN
	Billing for this office done by Five Star Support, 716-699-9032. FULL WITHIN 30 DAYS. Pay your bill on-line at Fivestaruc.com					
06/21/2017	breath alcohol random consortium	Dean Marshall OM	0.00	0.00	0.00	0.00
06/21/2017	urine drug screen - random consortium	Dean Marshall OM	0.00	0.00	0.00	0.00
06/21/2017	on site services hrly	Onsite Town of DeRuyter	78.00	0.00	54.60	23.40
06/21/2017	mileage per mile 0.6	Onsite Town of DeRuyter	10.80	0.00	0.00	10.80

INVOICE	CURRENT	PAST DUE		
06/22/2017	34.20	0.00	0.00	0.00
DATE	0-30 DAYS	31-60 DAYS	61-90 DAYS	OVER 90 DAYS

INVOICE
34.20
TOTAL



<input type="checkbox"/> 5007 TRANSIT ROAD • DEPEW, NY	P: (716) 450-5018	F: (716) 650-5515
<input type="checkbox"/> 740 S. MEADOW STREET • ITHACA NY	P: (607) 219-4563	F: (607) 219-4832
<input type="checkbox"/> 330 COUNTY RD 64 • ELMIRA, NY	P: (607) 646-2080	F: (607) 678-7457
<input type="checkbox"/> 18 S MAIN STREET • JAMESTOWN, NY	P: (716) 489-6144	F: (716) 489-0162
<input type="checkbox"/> 8008 BREWERTON ROAD • CICERO, NY	P: (315) 350-8905	F: (315) 288-4760
<input type="checkbox"/> 3504 W GENESEE STREET • FAIRMOUNT, NY	P: (315) 350-5205	F: (315) 401-0765
<input type="checkbox"/> 0870 E GENESEE STREET • FAYETTEVILLE, NY	P: (315) 350-3303	F: (315) 679-4366
<input type="checkbox"/> 7376 OSWEGO ROAD • LIVERPOOL, NY	P: (315) 350-8805	F: (315) 291-0065
<input type="checkbox"/> 961 CANAL STREET • SYRACUSE, NY	P: (315) 478-1977	F: (315) 475-2509

## DOT SUBSTANCE USE TESTING SERVICES AGREEMENT-MADISON COUNTY

THIS DOT SUBSTANCE ABUSE TESTING SERVICES AGREEMENT (the "Agreement") is made as of the 12 day of January, 2017, by and between NY URGENT CARE PRACTICE, P.C. with an address of 7375 Oswego Road, Suite 1, Liverpool, NY 13090 ("PC") and Town of DeRuyter with an address of PO Box 394, DeRuyter, NY 13052 ("Client") (PC and Client shall be collectively referred to as the "Parties").

WHEREAS, PC provides substance use testing services for employers in compliance with the standards set by the United State Department of Transportation ("DOT"); and

WHEREAS, Client is an employer and desires to engage PC to provide substance use testing services of Client's employees in accordance with DOT standards; and

WHEREAS, PC agrees to provide such services pursuant to the terms of this Agreement; and

NOW, THEREFORE, in consideration of the mutual agreement, covenants, terms and conditions in this Agreement, the Parties agree as follows:

1.0 **DUTIES AND RESPONSIBILITIES OF PC.** PC shall provide the following substance use testing services during the term of the Agreement (the "Services"):

- (a) Provide lists of selected employees for random alcohol and controlled substance testing in accordance with the method and frequency prescribed by DOT regulations;
- (b) Provide a qualified collection site where employees can undergo the drug and alcohol tests;
- (c) Ensure that its collectors meet the training requirements of 49 CFR § 40.33;
- (d) Ensure that its breath alcohol technicians ("BATs") meet the training requirements set forth in 49 CFR § 40.213;
- (e) Perform controlled substance tests in accordance with 49 CFR Part 40;
- (f) Perform breath alcohol tests in accordance with 49 CFR Part 40, including use of a DOT approved evidential breath alcohol testing device ("EBT");
- (g) Provide screening and confirmation testing for controlled substances via a laboratory certified by United States Substance Abuse and Mental Health Services Administration ("SAMSHA");
- (h) Provide review of controlled substance test results by a certified medical review officer ("MRO");

- (i) Communicate controlled substances and alcohol test results to Client's designated employee representative ("DER") in accordance with applicable requirements concerning confidentiality and timing;
- (j) Immediately report to the DER any information regarding employee refusals to test, shy bladder, and insufficient amount of breath;
- (k) Maintain copies of negative test results for one year and copies of positive test results, refusals to test, and adulterated or substituted tests for five years;
- (l) Maintain breath alcohol calibrations, maintenance, and inspection of EBT for two year;
- (m) Assist in preparation of the DOT required annual calendar summary report;
- (n) Arrange for the preparation of DOT required laboratory statistical reports; and
- (o) Notify the DOT of non-compliance that the DOT would likely consider to be appropriate grounds for starting a public interest exclusion ("PIE") proceeding.

**2.0 DUTIES AND RESPONSIBILITIES OF CLIENT.** Client shall be responsible for the following tasks during the term of this Agreement (the "Tasks"):

- (a) Develop a substance abuse policy in accordance with 49 CFR Part 40;
- (b) Develop a uniform policy regarding dilute specimens;
- (c) Train its supervisors on compliance with DOT regulations and maintain documentation of the training;
- (d) Ensure that only those employees who are subject to the DOT regulations on testing requirements are part of the pool of employees submitted to PC;
- (e) Provide updated employee lists to maintain accurate information regarding the pool of employees;
- (f) Provide updated name and contact information for the DER and an alternate DER to receive drug and alcohol test results;
- (g) Ensure that the DER is available 24 hours per day, 7 days per week to receive positive alcohol test results;
- (h) Take all remedial actions required by DOT regulations in the event an employee tests positive for alcohol or a controlled substance, including but not limited to removing and prohibiting that employee from performing safety-sensitive functions;
- (i) Ensure that its employees make themselves available for the testing portion of the Services and comply with all of the instructions provided by PC. PC shall not have any obligation to perform or arrange for performance of the testing portion of the Services on or for any employee that either fails to actually make him/herself available for the performance of the controlled substances testing services or who fails to comply with all of the instructions provided by PC;
- (j) Prepare an annual calendar summary report as required by DOT regulations;
- (k) Retain all records pertaining to alcohol and controlled substance testing as required by DOT regulations;
- (l) Maintain the confidentiality of all results and records associated with alcohol and controlled substances testing in compliance with all local, state, and federal laws, ordinances and regulations, including but not limited to DOT regulations, and ensure that files maintained pursuant to this Agreement are secured separately from other personnel records;



- (m) Maintain documentation of the factors supporting reasonable suspicion testing and the factors supporting post-accident testing;
- (n) Maintain documentation of compliance with the requirements to provide educational materials on substance abuse to the employees and statistical summary reports from the certified lab;
- (o) Maintain records pertaining to substance abuse professionals' ("SAPs") evaluations and compliance with such evaluations;
- (p) Maintain documents verifying a medical explanation for inability to provide adequate breath or urine for testing and of any employee's refusal to submit to a required drug or alcohol test;
- (q) Communicate directly with the MRO, or a designated representative of the MRO, the BAI, and the SAP regarding the employee's alcohol and controlled substances tests and all matters pertaining thereto;
- (r) Obtain drug and alcohol results from previous employers as required by DOT regulations;
- (s) Select employees for pre-employment, post-accident, reasonable suspicion, return-to-duty, and follow-up tests; and
- (t) Have its DER assist the MRO in contacting employees regarding test results and provide written documentation of that contact to the MRO.

**3.0 COMPENSATION.** For the Services provided by PC, Client shall compensate PC as set forth in **Schedule A.**

**4.0 RELATIONSHIP OF PARTIES.** PC agrees to provide the Service to Client as an independent contractor. Client shall not have and shall not exercise any control or direction over the means, manner or method by which the Services are carried out and performed pursuant to this Agreement, *provided, however,* PC agrees to comply with the DOT regulations. Nothing herein shall be construed to create a relationship of employer/employee, partner, joint venture, or principal/agent between PC and Client.

**5.0 TERM AND TERMINATION.**

**5.1 Term.** This Agreement will commence on January 1, 201\_\_ (the "Effective Date") and expire one year later unless terminated earlier as set forth below.

**5.2 Termination upon Notice.** Either Party can terminate this Agreement with or without cause upon thirty (30) days prior written notice to the other Party.

**5.3 For Cause Termination.** In the event either Party commits a material breach of this Agreement, the other Party shall provide a written notice of the same within seven (7) days of discovery. The breaching party shall then have seven (7) days within which to cure said breach (the "Cure Period"). Should the breaching Party fail to cure the breach within the Cure Period, the other Party may immediately terminate this Agreement upon expiration of the Cure Period.

**6.0 OWNERSHIP OF RECORDS.** All testing records and other records concerning the Services provided hereunder shall belong to and remain the property of PC. PC will provide

Client with reasonable access to such records as necessary for Client's legal or regulatory compliance purposes, or in the case of litigation against Client, unless such access is prohibited by applicable law or regulations. The provisions contained in this Section 6 shall survive the expiration or termination of this Agreement.

**7.0 MISCELLANEOUS.**

7.1 Notices. All notices, request, consents and other communications hereunder shall be in writing, shall be addressed to the receiving Party's address set forth below or to such other address as a Party may designate by notice hereunder, and shall be (i) delivered by hand, (ii) telecopied or made by facsimile transmission, (iii) sent by overnight courier, or (iv) deposited in the United States mail, postage prepaid, registered or certified.

If to PC:  
NY Urgent Care Practice, PC  
7375 Oswego Road, Suite 1  
Liverpool, NY 13090  
Atten: President

If to Client:  
Town of DeRuyter  
PO Box 394  
DeRuyter, NY 13052  
Atten: Don Degeer, Supervisor

with a copy to:  
ASP UC Support, LLC  
281 Sanders Creek Parkway  
East Syracuse, NY 13057  
Atten: General Counsel

7.2 Modification and Changes. This Agreement may not be changed or modified except by a written instrument executed by both Parties.

7.3 Assignment. Neither this Agreement nor any interest herein may be assigned in whole or in part by either Party without obtaining the prior written consent of the other party; *provided, however,* that PC may assign, delegate, transfer or convey its rights, benefits and/or obligations hereunder (whether by merger, consolidation, operation or otherwise) to an entity into which PC is merged or with which PC is consolidated or to a purchaser of all or substantially all of its assets or capital stock or as part of a corporate reorganization.

7.4 Headings. The headings of the various sections of this Agreement are inserted merely for convenience and do not expressly or by implication limit, define or extend the specific terms of the sections so designated.

7.5 Governing Law. This Agreement, the rights and obligations hereunder, and any claims or disputes relating thereto, shall be governed by and interpreted and enforced in accordance with the laws of the State of New York and the venue of any cause of action related to this Agreement shall be exclusively limited to Onondaga County, New York.

7.6 Entire Agreement. This Agreement and any attachments thereto contains the entire agreement of the Parties with respect to the matters set forth herein, supersedes all prior

negotiations and agreements, and represents the Parties' final and complete understanding. This Agreement and any attachments thereto contains the entire agreement of the Parties with respect to the matters set forth herein, supersedes all prior negotiations and agreements, and represents the Parties' final and complete understanding.

7.7 Waiver of Breach. The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

7.8 Severability. If any provision of this Agreement is held to be unenforceable for any reason, its unenforceability shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.

7.9 Construction. The Parties understand, agree, and acknowledge that this Agreement has been freely negotiated by the Parties and that should any controversy arise over the meaning, interpretation, validity or enforceability of this Agreement or of its terms and conditions, there shall be no inference, presumption or conclusion drawn against either Party by virtue of that Party having drafted this Agreement or any part of it.

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the date first written above.

NY URGENT CARE PRACTICE, P.C.

By: *[Signature]*  
Its President

*Town of DeRuyter*

By: *[Signature]*  
Its Town Supervisor

**SCHEDULE A****COMPENSATION**

Client shall pay PC a one-time fee of \$240 Dollars (\$60) per employee as compensation for the services provided under this Agreement (the "Participation Fee").

PC will invoice Client for the Participation Fee and payment is due in full within thirty (30) days of the invoice date.



## The Power of Green!

For the past 40 years, Madison County has been an innovative and responsible leader in solid waste management. And today, with the Agriculture and Renewable Energy (ARE) Park, we are making even more strides to protect the environment by reducing the amount of waste that is landfilled.

### ARE Park Today

The ARE Park (which stands for the Agriculture and Renewable Energy Business Park) was conceptualized in 2009 to serve as a designated area encompassing the land immediately surrounding the landfill where private businesses focused on the three Rs (reduce, reuse, and recycle) can be established. The landfill site is an ideal anchor for these businesses because it provides access to waste streams that can be creatively processed for other uses - instead of landfilled.

#### The introduction of these businesses benefits the County by:

- o Returning as much as 150 acres back on the county, town and school tax rolls
- o Creating jobs (construction and permanent positions when the businesses open)
- o Diverting waste from the landfill
- o Introducing smart, safe renewable alternative energy solutions for our community
- o Protecting the environment for future generations

### ARE Park Working For You

The ARE Park is now shovel-ready for green energy businesses. With the help of the Madison County Industrial Development Agency (IDA), private businesses have already established facilities at the ARE Park and are recycling power in a variety of ways, including:

- o A 1.4 million watt gas to energy plant that provides heat to the ARE Park recycling center
- o A flexible solar cap which seals the landfill and produces electricity
- o Solar arrays that generate enough electricity to supply approximately 73% of the entire County's electricity needs with excess power going to the grid
- o An innovative lumber kiln that uses excess heat from the landfill gas to energy plant to efficiently dry hard wood planks for a local lumber company.

Other potential business opportunities that may fit the landfill's profile include facilities for:

- o Construction and demolition waste recycling
- o Agricultural plastics recycling
- o Anaerobic digestion of organic wastes like food scraps and kitchen wastes

### ARE Park Tomorrow

The long range vision for the ARE Park is for the introduction of additional projects that may fit our mission to preserve and protect the environment by minimizing the amount of waste that is deposited in our landfill. As technologies in this growing field emerge, we are prepared to vet potential businesses and welcome to the ARE Park only those which meet our high standards for quality and environmental safety.

Imagine a community where private sector businesses and hundreds of employees contribute to a greener, cleaner Madison County. That's the power of green. That's the power of the ARE Park.



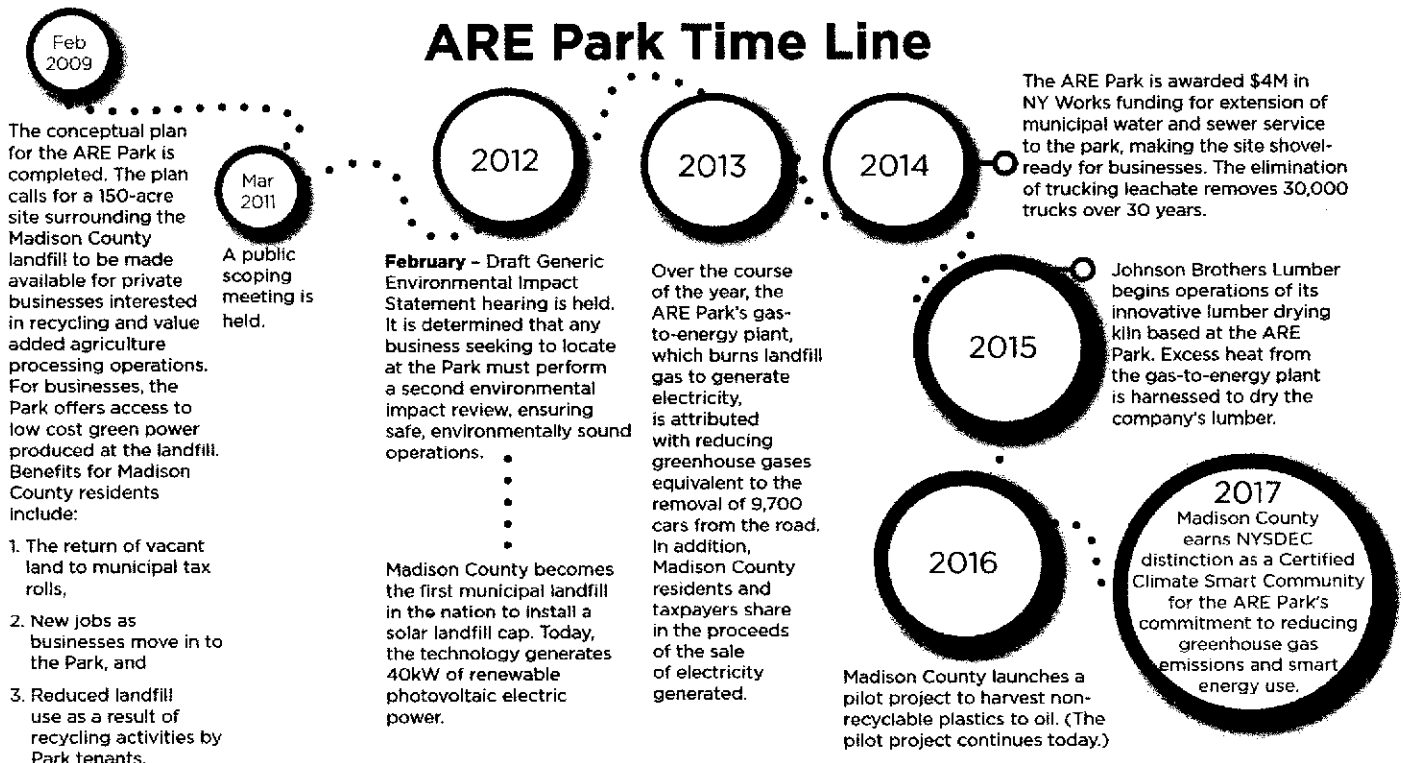
More information is available at [madisoncounty.ny.gov](http://madisoncounty.ny.gov) or by calling Jim Zecca at 1-800-721-2208.



## ARE Park FICTION Vs. FACTS

In recent weeks, there has been a lot of misleading information circulating about Madison County's landfill and the proposed green businesses at the ARE Park. Here are the real Facts. Please continue watching the Madison County website and Facebook page for project news.

FICTION	FACT
New York City's garbage is going to be shipped to Madison County's Landfill.	Madison County has never accepted waste from New York City – and there are NO plans in consideration for doing so.
An incinerator will be built on the site and used as a digester to break down waste.	An incinerator burns waste. A digester uses bacteria to anaerobically breakdown organic waste in a very contained environment (free from heat and flames). Madison County is NOT exploring the use of an incinerator.
Dry fertilizer will be manufactured at the ARE Park.	Madison County is entertaining no discussions – nor will we – with any companies about the production of dry fertilizer, which is known to be highly explosive if heated or ignited.
Madison County is going to spread biosolid sludge directly on farm fields, causing odor and contamination.	One proposed project involves processing waste water treatment plant biosolids in an enclosed facility to produce a sterile liquid fertilizer, which would be approved by the New York State Department of Environmental Conservation for sale to farmers who wish to purchase it for injection into soil.



More information is available at [madisoncounty.ny.gov](http://madisoncounty.ny.gov) or by calling Jim Zecca at 1-800-721-2208.