

TOWN OF CONSTANTIA

PROCUREMENT POLICY

2024

Guideline 1 - Every prospective purchase of goods or services shall be evaluated to determine the applicability of GML 103. Every town officer, board, department head or other personnel with the requisite purchasing authority (hereinafter Purchaser) shall estimate the cumulative amount of the items of supply or equipment needed in a given fiscal year. That estimate shall include the canvass of other town departments and past history to determine the likely yearly value of the commodity to be acquired. The information gathered and conclusions reached shall be documented and kept with the file or other documentation supporting the purchase activity.

Guideline 2 – All purchases of a) supplies or equipment which will exceed \$10,000 in the fiscal year or b) public works contracts over \$20,000 shall be formally bid pursuant to GML 103.

Guideline 3 – All estimated purchases of:

- Less than \$10,000 but greater than \$3,000 require a written request for a proposal (RFP) and written or internet quotes from 3 vendors
- Less than \$3,000 but greater than \$1,000 require an oral request for the goods and oral or internet quotes from 2 vendors
- Less than \$1,000 but greater than \$250 are left to the discretion of the Purchaser

All Estimated public works contracts of:

- Less than \$20,000 but greater than \$10,000 require a written RFP proposal from 3 contractors
- Less than \$10,000 but greater than \$ 3,000 require a written RFP proposal from 2 contractors
- Less than \$ 3,000 but greater than \$ 500 are left to the discretion of the Purchaser

Any written RFP shall describe the desired goods, quantity and the particulars of delivery. The Purchaser shall compile a list of all vendors from whom written/oral quotes have been requested and the written/oral quotes offered.

All information gathered in complying with the procedures of this Guideline shall be preserved and filed with the documentation supporting the subsequent purchase or public works contract.

Guideline 4 – The lowest responsible proposal or quote shall be awarded the purchase or public works contract unless the Purchaser prepares a written justification providing reasons why it is in the best interest of the town and its taxpayers to make an award to other than the low

bidder. If a bidder is not deemed responsible, facts supporting that judgment shall also be documented and filed with the record supporting the procurement.

Guideline 5 – A good faith effort shall be made to obtain the required number of proposals or quotations. If the Purchaser is unable to obtain the required number of the proposals or quotations, the Purchaser shall document the attempt made at obtaining the proposals. In no event shall the inability to obtain the proposals or quotes be a bar to the procurement.

Guideline 6 – Except when directed by the Town Board, no solicitation of written proposals or quotations shall be required under the following circumstances:

- a) Acquisition of professional services
- b) Emergencies
- c) Sole source situations
- d) Goods purchased from agencies for the blind or severely handicapped
- e) Goods purchased from correctional facilities
- f) Goods purchased from another governmental agency
- g) Goods purchased from auction
- h) Goods purchased for less than \$250
- i) Public works contracts for less than \$500

Guideline 7 – This policy shall be reviewed annually by the Town Board at its organizational meeting or as soon thereafter as is reasonably practicable.

TOWN OF CONSTANTIA

**14 Frederick Street
Constantia, NY 13044**

Phone: 315-623-7771

Fax: 315-623-7713

WORKPLACE VIOLENCE AND SEXUAL HARASSMENT PREVENTION POLICY- 2024

It is the Town of Constantia's policy to promote a safe environment for its employees. The Town is committed to working with its employees to maintain a work environment free from violence, threats of violence, harassment, intimidation, and other disruptive behavior. While this kind of conduct is not pervasive at our agency, no agency is immune. Disruptive behavior at one time or another will affect every agency.

Violence, threats, harassment, intimidation, and other disruptive behavior in our workplace will not be tolerated; that is, all reports of incidents will be taken seriously and will be dealt with appropriately. Such behavior can include oral or written statements, gestures, or expressions that communicate a direct or indirect threat of physical harm. Individuals who commit such acts may be removed from the premises and may be subject to disciplinary action, criminal penalties, or both.

We need your cooperation to implement this policy effectively and maintain a safe working environment. Do not ignore violent, threatening, harassing, intimidating, or other disruptive behavior. If you observe or experience such behavior by anyone on agency premises, whether he or she is an agency employee or not, report it immediately to their Department Head or the Town Supervisor. Supervisor or Department Heads who receive such reports should advise the Town Board regarding investigating the incident and the appropriate action. (Please Note: Threats or assaults that require immediate attention should be reported to the Sheriff's Department or New York State Troopers.)

We will support all efforts made by Department Heads or the Town Supervisor in dealing with violent, threatening, harassing, intimidating or other disruptive behavior in our workplace and will monitor whether this policy is being implemented effectively.

DESIGNATED CONTACT PEOPLE:

NAME: Frank Tomaino
TITLE: Town Supervisor
PHONE: (315) 263-4235

NAME: Warren Bader
TITLE: Town Attorney
PHONE: (315) 623-7743

COUNCILMAN:

Introduced the following and moved its adoption:

RESOLVED, that:

The Constantia Town Board authorizes the Supervisor to pay in advance the audit of claims for public utilities services such as electric, water, fuel oil, and telephones services as well as postage, freight, express charges and health insurance. Additionally, any claims if not paid that would incur late charges. Claims for these payments shall be presented at the next regular meeting for audit.

Seconded by Councilman:

The question of the adoption of the foregoing resolution was duly put to a vote, and upon roll call, the vote was as follows:

Frank Tomaino, Supervisor	Voted
Ronald Chapman Jr.	Voted
Michael Donegan II	Voted
Thomas Moran	Voted
Daniel Poné	Voted

The foregoing resolution was thereupon declared duly adopted.

State of New York
County of Oswego
Town of Constantia

I hereby certify that I have compared the foregoing copy of the resolution with the original thereof now in my possession and that the same is a true and complete transcript thereof and of the whole thereof; and I further certify that said resolution was duly adopted at the Organizational Meeting for 2024 held on the 2nd day of January 2024.

IN WITNESS WHEREOF, I have hereunto set my hand the seal of the Town of Constantia, 2nd, day of January 2024.

Clare Haynes
Clerk of the Town of Constantia

COUNCILMAN:

Introduced the following and moved its adoption:

RESOLVED, that:

The town board for the town of Constantia will approve and authorize the Supervisor to sign the contract with North Shore Ambulance in the amount of Two Hundred Ninety Two Thousand Seven Hundred Ninety five (\$292,795) dollars to be paid as follows:

**\$146,397.50 Dollars by April 1st and
\$146,397.50 Dollars by October 1st**

Seconded by Councilman:

The question of the adoption of the foregoing resolution was duly put to a vote, and upon roll call, the vote was as follows:

Frank Tomaino, Supervisor	Voted
Ronald Chapman Jr.	Voted
Michael Donegan II	Voted
Thomas Moran	Voted
Daniel Poné	Voted

The foregoing resolution was thereupon declared duly adopted.

State of New York
County of Oswego
Town of Constantia

I hereby certify that I have compared the foregoing copy of the resolution with the original thereof now in my possession and that the same is a true and complete transcript thereof and of the whole thereof; and I further certify that said resolution was duly adopted at the Organizational Meeting for 2024 held on the 2nd day of January 2024.

IN WITNESS WHEREOF, I have hereunto set my hand the seal of the Town of Constantia, 2nd day of January 2024.

_____,
Clare Haynes
Clerk of the Town of Constantia

AMBULANCE CONTRACT

THIS AGREEMENT, made the 1st day of January, 2024, between the **TOWN OF CONSTANTIA**, a municipal corporation organized and existing under and by virtue of the Laws of the State of New York, with principal offices in Constantia, New York, hereinafter called the “First Party,” and the **NORTH SHORE VOLUNTEER EMERGENCY SQUAD, INC.**, a Not-For-Profit Corporation organized and existing under the Not-For-Profit Corporation Law of the State of New York with principal offices in the Village of Cleveland, Oswego County, New York, hereinafter called the “Second Party.”

WITNESSETH:

WHEREAS, pursuant to Section 122 B of the General Municipal Law, the First Party has the right and power to contract with one or more individuals, municipal corporations, associations or other organizations having sufficient trained and experienced personnel for the furnishing of emergency ambulance service, and

WHEREAS, the Second Party is a Not-For-Profit Corporation engaged in the business of providing general ambulance service generally throughout and along the north shore of Oneida Lake, inclusive of the boundaries of the Town of Constantia, Oswego County, New York, and the Second Party is desirous of contracting with the First Party to provide ambulance service to the residents of the Town of Constantia in return for reasonable consideration,

NOW, THEREFORE, in consideration of the foregoing and of the premises, promises and covenants herein contained, the parties agree as follows:

1. For the term January 1, 2024 until December 31, 2024, the Second Party hereby contracts and agrees to provide general ambulance service to and for the residents of the Town of Constantia, Oswego County, New York for the purposes of transporting sick or injured persons found within the boundaries of said municipality to a hospital, clinic, sanitarium or any other place for treatment of such illness or injury.

2. In consideration for the Second Party providing ambulance service, as hereinbefore described, the First Party hereby agrees to pay to the Second Party the sum of Two Hundred Ninety-Two Thousand Seven Hundred Ninety Five (\$292,795) Dollars to be paid as follows:

**\$146,397.50 Dollars by April 1st, and
\$146,397.50 Dollars by October 1st**

3. This agreement is entered into by the First Party pursuant to a Resolution duly adopted at the organizational meeting of the Town Board of the Town of Constantia, held on January 2, 2024.

4. This agreement is entered into by the Second Party pursuant to a Resolution duly adopted by the Second Party which Resolution was subsequently approved by the Second Party's Board of Directors.

5. This agreement is retroactively effective to January 1, 2024.

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

THE TOWN OF CONSTANTIA

By: _____
Town Supervisor

ATTEST:

Town Clerk Dated: _____

**NORTH SHORE VOLUNTEER
EMERGENCY SQUAD, INC.**

By: _____
President

ATTEST:

Secretary
(This Not-For-Profit Corporation has no seal) Dated: _____

Ambulance contract

COUNCILMAN:

Introduced the following and moved its adoption:

RESOLVED, that:

The town board for the town of Constantia will approve and authorize the Supervisor to sign the Fire District Contract between the town of Constantia and Constantia Fire District #1 in the amount of One Hundred Thirty Eight Thousand Seven Hundred Twenty (\$138,720) dollars to be paid on or before April 1, 2024.

Seconded by Councilman:

The question of the adoption of the foregoing resolution was duly put to a vote, and upon roll call, the vote was as follows:

Frank Tomaino, Supervisor	Voted
Ronald Chapman Jr.	Voted
Michael Donegan II	Voted
Thomas Moran	Voted
Daniel Poné	Voted

The foregoing resolution was thereupon declared duly adopted.

State of New York
County of Oswego
Town of Constantia

I hereby certify that I have compared the foregoing copy of the resolution with the original thereof now in my possession and that the same is a true and complete transcript thereof and of the whole thereof; and I further certify that said resolution was duly adopted at the Organizational Meeting for 2024 held on the 2nd day of January 2024.

IN WITNESS WHEREOF, I have hereunto set my hand the seal of the Town of Constantia, 2nd day of January 2024.

Clare Haynes
Clerk of the Town of Constantia

January 1, 2024 - December 31, 2024

**FIRE PROTECTION CONTRACT
BETWEEN THE TOWN OF CONSTANTIA
AND CONSTANTIA FIRE DISTRICT #1**

THIS AGREEMENT, made the 1st day of January, 2024, between **THE TOWN BOARD OF THE TOWN OF CONSTANTIA**, Oswego County, State of New York, hereinafter designated as the “first party” and the **CONSTANTIA FIRE DISTRICT #1**, hereinafter designated as the “second party.”

WITNESSETH:

WHEREAS, there has been duly established in the said Town of Constantia, a fire district known as “Constantia Fire District #1,” and

WHEREAS, following a public hearing duly called, the first party authorized a contract with the second party for fire protection in said district upon the terms and provisions herein set forth, and

WHEREAS, this contract has been duly authorized by a resolution passed by the governing board of the second party.

NOW THEREFORE, the first party does engage the second party to furnish fire protection to the said Constantia Fire District #1 and the second party agrees to furnish such protection in the manner following, to wit:

1. The fire department of the second party shall, at all times during the period of this agreement, be subject to call for attendance upon any fire occurring in such fire district and when notified by alarm or telephone from any person within the fire district of a fire within said district, such department shall respond and attend upon the fire without delay with one or more companies and with suitable ladder, pumping and hose apparatus of the second party. Upon arriving at the scene of the fire, the firemen of the second party attending shall proceed diligently and in every way reasonably suggested to the extinguishment of the fire and the saving of life and property in connection therewith. Any fire call referred to herein shall include those which are commonly known as “RESCUE CALLS.”

2. In consideration of furnishing aid and the use of its apparatus, as aforesaid, the second party shall receive from the first party the sum of One Hundred Thirty-Eight Thousand Seven Hundred Twenty (\$138,720) Dollars and as further consideration for furnishing aid, service and the use of its apparatus as aforesaid, the first party shall plow the front of second parties properties at 23 and 29 County Route 23, Constantia, NY 13044.

3. This contract shall expire December 31, 2024 and the first party covenants and agrees to make the aforesaid payment to the second party on or before the 1st day of April, 2024.

4. All monies to be paid under any provision of this agreement shall be a charge upon the said fire district, to be assessed and levied upon the taxable property of said district and collected with the town taxes.

5. The terms and conditions of this agreement shall be retroactively effective to the 1st day of January of the year first above written, notwithstanding the fact that the parties may have signed the agreement subsequent thereto.

**THE TOWN BOARD OF
THE TOWN OF CONSTANTIA**

Date Signed: _____

By: Supervisor

ATTEST:

Town Clerk

**BOARD OF FIRE COMMISSIONERS
OF CONSTANTIA FIRE DISTRICT #1**

Dated: _____

COUNCILMAN:

Introduced the following and moved its adoption:

RESOLVED, that:

The town board for the town of Constantia will approve and authorize the Supervisor to sign the Fire Protection Contract between the town of Constantia and Constantia Fire District #1 in the amount of One Hundred and One Thousand Eight Hundred Six (\$101,806) dollars to be paid on or before April 1, 2024.

Seconded by Councilman:

The question of the adoption of the foregoing resolution was duly put to a vote, and upon roll call, the vote was as follows:

Frank Tomaino, Supervisor	Voted
Ronald Chapman Jr.	Voted
Michael Donegan II	Voted
Thomas Moran	Voted
Daniel Poné	Voted

The foregoing resolution was thereupon declared duly adopted.

State of New York
County of Oswego
Town of Constantia

I hereby certify that I have compared the foregoing copy of the resolution with the original thereof now in my possession and that the same is a true and complete transcript thereof and of the whole thereof; and I further certify that said resolution was duly adopted at the Organizational Meeting for 2024 held on the 2nd day of January 2024.

IN WITNESS WHEREOF, I have hereunto set my hand the seal of the Town of Constantia, 2nd day of January 2024.

Clare Haynes
Clerk of the Town of Constantia

January 1, 2024 - December 31, 2024

**FIRE PROTECTION CONTRACT
BETWEEN THE TOWN OF CONSTANTIA
AND CONSTANTIA FIRE DISTRICT #1**

THIS AGREEMENT, made as of the 1st day of January, 2024, between the **TOWN OF CONSTANTIA**, a Municipal Corporation of the State of New York, Constantia, New York, 13044, hereinafter referred to as the “Town,” and the **CONSTANTIA FIRE DISTRICT #1**, Constantia, New York 13044, hereinafter referred to as “Constantia Fire.”

WITNESSETH:

WHEREAS, there has been duly established in the Town of Constantia, a Fire Protection District known as the “Town of Constantia Fire Protection District” (hereinafter referred to as “District”) which embraces all of the territory of the Town outside the corporate limits of the Village of Cleveland and outside of the Constantia Fire District #1, and

WHEREAS, Constantia Fire owns apparatus for the furnishing of fire protection, and

WHEREAS, Constantia Fire maintains fire apparatus, equipment and appliances capable of furnishing fire protection in the District through a fire department commonly known and referred to as the Constantia Volunteer Fire Department, Inc., and

WHEREAS, Constantia Fire is able and authorized to maintain and supply fire protection services outside of Constantia Fire District #1 pursuant to General Municipal Law §209-d and various sections of the Town Law of the State of New York, and

WHEREAS, following a Public Hearing, duly called, the Town authorized this contract with Constantia Fire for fire protection services in the District, and

WHEREAS, Constantia Fire, which possesses the powers and performs certain duties of a Board of Fire Commissioners pursuant to the Town Law of the State of New York, duly authorized this contract by Resolution.

NOW THEREFORE, in consideration of the payments herein agreed to be made and other good and valuable consideration, the Town does engage Constantia Fire to furnish fire protection, as defined in Paragraph 1 below, to said District, as follows:

1. Constantia Fire shall, at all times during the period of this contract, be subject to call for attendance upon any fire occurring in the District and when notified by alarm or telephone call, from any person within the District, of a fire within the District, the Constantia Volunteer Fire Department, Inc. shall respond and attend upon the fire without delay with suitable apparatus and appliances. Any fire call referred to herein shall include those which are commonly known as “RESCUE CALLS”. Upon arriving at the scene of the fire, Constantia Fire shall proceed diligently and in every way reasonably suggested to the extinguishment of the fire and the saving of life and property in connection therewith.

2. In consideration of furnishing fire protection services, as aforesaid, Constantia Fire shall receive from the Town the sum of One Hundred One Thousand Eight Hundred Six

(\$101,806) Dollars on or before April 1, 2024 and as further consideration for furnishing aid, service and use of its apparatus as aforesaid.

3. This contract shall expire December 31, 2024. Nevertheless, the contract shall continue and shall be deemed in full force and effect if negotiations are pending for its renewal.

4. All monies, to be paid under any provision of this contract, shall be a charge upon the District, to be assessed and levied upon the taxable property of said District and to be collected with Town taxes.

5. Pursuant to General Municipal Law §209 and other applicable laws, members of Constantia Fire, to wit: the Constantia Volunteer Fire Department, Inc., while engaged in the performance of their duties in answering, attending upon or returning from any call provided for in the contract, shall have the same rights, privileges and immunities as if performing the same in Constantia Fire District #1.

6. The Town and the Village of Cleveland, to wit: a village contained totally within the boundaries of the Town of Constantia, shall also enter into a contract for the calendar year 2023 regarding the provision of fire protection services in the District.

7. The terms and conditions of this contract shall be retroactively effective to the 1st day of January of the year first above written, notwithstanding the fact that the parties may have signed the agreement subsequent thereto.

IN WITNESS WHEREOF, the parties hereto have duly executed this contract on the day and date appearing opposite their respective signatures below.

TOWN OF CONSTANTIA

Date Signed: _____ **By:** _____
Supervisor

ATTEST:

Town Clerk

**BOARD OF FIRE COMMISSIONERS
OF CONSTANTIA FIRE DISTRICT #1**

Date Signed: _____

The Constantia Volunteer Fire Department, Inc. whose volunteer members constitute the Fire Department, herein above referred to, located in Constantia, New York 13044, hereby consents to the above contract for Fire Protection Services to the Fire Protection District known as the "Town of Constantia Fire Protection District."

By: _____
Chief

Date Signed: _____

COUNCILMAN:

Introduced the following and moved its adoption:

RESOLVED, that:

The town board for the town of Constantia will approve and authorize the Supervisor to sign the Fire Protection Contract between the town of Constantia and the village of Cleveland in the amount of One Hundred One Thousand Eight Hundred Twelve (\$101,812) dollars to be paid on or before April 1, 2024.

Seconded by Councilman:

The question of the adoption of the foregoing resolution was duly put to a vote, and upon roll call, the vote was as follows:

Frank Tomaino, Supervisor	Voted
Ronald Chapman Jr.	Voted
Michael Donegan II	Voted
Thomas Moran	Voted
Daniel Poné	Voted

The foregoing resolution was thereupon declared duly adopted.

State of New York
County of Oswego
Town of Constantia

I hereby certify that I have compared the foregoing copy of the resolution with the original thereof now in my possession and that the same is a true and complete transcript thereof and of the whole thereof; and I further certify that said resolution was duly adopted at the Organizational Meeting for 2024 held on the 2nd day of January 2024.

IN WITNESS WHEREOF, I have hereunto set my hand the seal of the Town of Constantia, 2nd day of January 2024.

_____,
Clare Haynes
Clerk of the Town of Constantia

January 1, 2024 - December 31, 2024

**FIRE PROTECTION CONTRACT
BETWEEN THE TOWN OF CONSTANTIA
AND THE VILLAGE OF CLEVELAND**

THIS AGREEMENT, made as of the 1st day of January, 2024, between the **TOWN OF CONSTANTIA**, Oswego County, State of New York (hereinafter called the "Town") and the **VILLAGE OF CLEVELAND**, Oswego County, New York (hereinafter called the "Village").

WITNESSETH:

WHEREAS, there has been duly established in the Town a Fire Protection District known as the Town of Constantia Fire Protection District (hereinafter called the "District") which embraces all of the territory of the Town outside the corporate limits of the Village and outside of the Constantia Fire District #1, and

WHEREAS, the Village owns apparatus for the furnishing of fire protection, and

WHEREAS, there exists within the Village one fire company known as the Cleveland Volunteer Fire Company, Inc. (hereinafter called the "Company"), and

WHEREAS, the volunteer members of the Company constitute the fire department of the Village of Cleveland (hereinafter called the "Village Fire Department") by operation of New York Village Law §10-1008, and

WHEREAS, the Village Fire Department maintains apparatus and appliances capable of furnishing fire protection in the District, and

WHEREAS, the Village Fire Department may supply fire protection services outside of the Village pursuant to General Municipal Law §209-d upon the consent of the Company, whose volunteer members constitute the Village Fire Department, and

WHEREAS, following a public hearing, duly called, the Town duly authorized this contract with the Village for fire protection services in the District, and

WHEREAS, the Village Board of Trustees of the Village, which possesses the powers and performs certain duties of a board of fire commissioners pursuant to New York Village Law §10-1006(12), duly authorized this contract by resolution.

NOW THEREFORE, in consideration of the payments herein agreed to be made and other good and valuable consideration, the Town does engage the Village to furnish fire protection, as defined in Paragraph "1" below, to said District as follows:

1. The Village Fire Department shall, at all times during the period of this contract, be subject to call for attendance upon any fire occurring in the District, and when notified by alarm or telephone call from any person within the District of a fire within the District, the Village Fire Department shall respond and attend upon the fire without delay with suitable apparatus and appliances. Any fire call referred to herein shall include those which are commonly known as "RESCUE CALLS". Upon arriving at the scene of the fire, the Village Fire Department shall proceed diligently and in every way reasonably suggested to the extinguishment of the fire and the saving of life and property in connection therewith.

2. In consideration of furnishing fire protection services as aforesaid, the Village shall receive from the Town the sum of One Hundred One Thousand Eight Hundred Twelve (\$101,812) Dollars on or before April 1, 2024.

3. This contract shall expire December 31, 2024, Notwithstanding the forgoing, pursuant to New York Village Law §10-1006(11) and any other applicable laws, this contract shall continue and be deemed in full force and effect if negotiations are pending for its renewal.

4. All monies to be paid under any provision of this contract shall be a charge upon the District, to be assessed and levied upon the taxable property of said District and collected with Town taxes.

5. Pursuant to General Municipal Law §209 and all other applicable laws, members of the Village Fire Department, while engaged in the performance of their duties, in answering, attending upon or returning from any call provided for in this contract, shall have the same rights, privileges and immunities as if performing the same in the Village.

6. The Town and the Constantia Fire District #1 also shall enter into a contract for calendar year 2024 regarding the provision of fire protection services in the District.

7. The terms and conditions of this contract shall be effective as of the 1st day of January, 2024, notwithstanding the fact that the parties may have signed the agreement subsequent thereto.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this contract as of the day and year first above written.

TOWN OF CONSTANTIA

By: _____
Supervisor

Date Signed: _____

ATTEST:

Town Clerk

VILLAGE OF CLEVELAND

By: _____
Mayor

Date Signed: _____

ATTEST:

Village Clerk

The Cleveland Volunteer Fire Company, Inc., whose volunteer members constitute the fire department of the Village of Cleveland, hereby consents to the above contract for fire protection services.

By: _____

Date Signed: _____

COUNCILMAN:

Introduced the following and moved its adoption:

RESOLVED, that:

The town board for the town of Constantia will approve and authorize the Supervisor to sign the Kennel Agreement between the town of Constantia and Clayton J. Conover III, Dog Control Officer in the amount of One Thousand Five Hundred (\$1,500.00) dollars to be paid in four (4) equal payments of \$375.00 per payment at the end of each quarter, March 31, June 30, September 30 and December 31, 2024.

Seconded by Councilman:

The question of the adoption of the foregoing resolution was duly put to a vote, and upon roll call, the vote was as follows:

Frank Tomaino, Supervisor	Voted
Ronald Chapman Jr.	Voted
Michael Donegan II	Voted
Thomas Moran	Voted
Daniel Poné	Voted

The foregoing resolution was thereupon declared duly adopted.

State of New York
County of Oswego
Town of Constantia

I hereby certify that I have compared the foregoing copy of the resolution with the original thereof now in my possession and that the same is a true and complete transcript thereof and of the whole thereof; and I further certify that said resolution was duly adopted at the Organizational Meeting for 2024 held on the 2nd day of January 2024.

IN WITNESS WHEREOF, I have hereunto set my hand the seal of the Town of Constantia, 2nd day of January 2024.

Clare Haynes
Clerk of the Town of Constantia

KENNEL AGREEMENT

This agreement made the 1st day of January, 2024, by and between the TOWN OF CONSTANTIA, a municipal corporation of the State of New York, with principal offices located at the Town of Constantia, Oswego County, New York 13044, hereinafter called the First Party, and Clayton J Conover III, 8306 Deeley Rd, Blossvale, NY 13308, hereinafter called the Second Party:

WITNESSETH:

WHEREAS, the parties entered into an Kennel Agreement on or about January 1, 2024, and **WHEREAS**, pursuant to Article VII of the Agriculture and Markets Law of the State of New York, have imposed certain duties and obligations upon the Town relative to the apprehension, care, housing, control and disposal of stray and unlicensed dogs, and

WHEREAS, the Second Party has expressed a willingness to shelter and care for said dogs on his premises for the First Party, providing appropriate kennels and care for such dogs in accordance with the aforesaid Article VII of the Agriculture and Markets Law.

NOW, THEREFORE, based upon the foregoing and of the premises, promises and covenants herein contained, the parties agree as follows:

1. The Second Party agrees to house and care for the apprehended dogs on his premises located at 8306 Deeley Rd, Blossvale, NY 1338, Oneida County, New York, for the First Party while he is employed as the Dog Control Officer for the First Party, for the sum of \$1,500.00 for the annual rental fee. Apprehended dogs not claimed by an owner, will be held for a period of five days, the mandatory NYS minimum, before being released to the First Party's contracted shelter or being euthanized by the First Party's contracted veterinarian. If medical attention is required for the dogs, the Second Party will take said dogs to the First Party's contracted veterinarian.

2. Payment: The First Party agrees to pay the Second Party the aforesaid rent of \$1,500.00 in four (4) equal payments of \$375.00 per payment at the end of each quarter, to wit: March 31, June 30, September 30, and December 31.

3. The Second Party in consideration for said payment agrees to maintain the kennels within the area or section of his premises hereinabove mentioned for the purpose of housing and controlling stray and unlicensed dogs for the Town of Constantia in accordance with Article VII of the Agriculture and Markets Law and the Second Party further agrees to otherwise comply with the terms, conditions, rules, and regulations of said Article VII of the Agriculture and Markets Law to the extent that it is logistically and economically practical, possible, and feasible under the terms of the Agreement.

4. Insurance:

a) The First Party agrees to notify the insurance agent and/or general liability insurance carrier of the nature of this Agreement, so that, if appropriate and necessary, an endorsement can be added to the First Party's general liability policy relative to this agreement, for the dog(s).

b) The Second Party agrees to notify his homeowner's insurance agent and/or insurance carrier about the existence of this Agreement so that, if appropriate and necessary, an endorsement can be added to such homeowner's policy relative to this Agreement, for the shelter(s).

5. Taxes and Utilities: The Second Party shall be responsible for the payment of all taxes assessed against the subject premises and for the payment of the cost of all utilities relative to the subject premises during the term hereof.

6. Maintenance and Repair: The Second Party shall be responsible for all maintenance and repair of the subject premises during the term hereof.

7. Right of Inspection: The First Party, by its Town Board, shall have the right, upon reasonable notice to the Second Party to inspect the subject premises during the term hereof. The Second Party will also allow NYS Agriculture and Markets to inspect the shelter as required.

8. Expiration: This Agreement shall be in effect while the Second Party is employed as a Dog Control Officer by the First Party. The parties hereto agree to negotiate in good faith as each side sees fit.

TOWN OF CONSTANTIA

Supervisor

Dated: _____

ATTEST:

Town Clerk

DOG CONTROL OFFICER

Clayton J. Conover III

Dated: _____