

MINUTES OF THE TOWN OF CHESTERFIELD TOWN BOARD PUBLIC HEARING HELD ON NOVEMBER 9, 2017 AT 6:30P.M. THE PUBLIC HEARING BEING HELD FOR THE PURPOSE OF REVIEWING 2018 PRELIMINARY BUDGET AND TO HEAR ALL PERSONS FOR OR AGAINST ANY ITEM OR ITEMS THEREIN CONTAINED.

PURSUANT TO SECTION 113 OF TOWN LAW, THE PROPOSED SALARIES OF THE FOLLOWING OFFICERS ARE HEREBY SPECIFIED AS FOLLOWS: **SUPERVISOR: \$54,934.00, SUPT. OF HIGHWAYS: \$51,693.00, TOWN CLERK: \$14,896.00, JUSTICES: \$27,698.00 (\$13,849.00 EACH), TAX COLLECTOR: \$8,886.00, COUNCILMEN: \$26,144.00 (\$6,536.00 EACH).**

SUPERVISOR MORROW OPENED THE PUBLIC HEARING AT 6:30P.M.

TOWN CLERK JARVIS READ THE LEGAL NOTICE. PROOF OF NOTICE WAS PRESENTED TO THE TOWN BOARD. A COPY OF THE LEGAL NOTICE FOR REVIEW OF 2018 PRELIMINARY BUDGET CAN BE FOUND ON FILE IN THE OFFICE OF THE TOWN CLERK.

SUPERVISOR MORROW SUMMARIZED THE 2018 PRELIMINARY BUDGET. SUMMARY SHEETS AND ANALYSIS SHEETS PRESENTED TO BOARD MEMBERS. ITEMS AFFECTING 2018 BUDGET ARE HEALTH INSURANCE WHICH INCREASED BY 9.1%, LIABILITY INSURANCE INCREASED BY 2%, COURT SYSTEM REVENUES DECREASED BY 45%, ALL HIRED EMPLOYEES WERE GIVEN A 3% RAISE, ALL ELECTED OFFICIALS RECEIVED NO INCREASE.

THE % DIFFERENCE FOR AN ADJUSTED \$100,000 HOME IS: **GENERAL FUND -2.02%, HIGHWAY -3.13%, FIRE DISTRICT +3.17%, OVERALL TOTAL - 1.10%**

SUPERVISOR MORROW INFORMED THE TOWN BOARD THAT THERE IS \$17.5 MILLION DOLLARS OF TAX EXEMPT PROPERTY IN THE TOWN OF CHESTERFIELD. THE BUDGET WAS UNDER THE TAX CAP BY \$5,503.00.

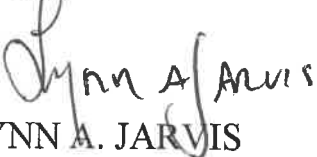
MR. GLEN HOWARD ASKED ABOUT ASSESSED VALUE OF PROPERTY. SUPERVISOR MORROW EXPLAINED THAT NEW YORK STATE DID RE-EVALUATION AND THIS AVERAGE SETS LEVY. MR. HOWARD ALSO

STATED THAT HE READ A LEGAL NOTICE IN NEWSPAPER THAT THERE ARE (4) FOUR FIRE COMMISSIONERS AND ASKED WHY. SUPERVISOR MORROW EXPLAINED THAT THERE ARE ACTUALLY (5) FIVE COMMISSIONERS WHICH MANAGE THE FIRE DISTRICT; AND THE TOWN HAS NO CONTROL OVER FIRE DISTRICT.

SUPERVISOR MORROW THANKED THE TOWN BOARD FOR THEIR SUPPORT IN PREPARATION OF THE 2018 PRELIMINARY BUDGET.

WITH NO FURTHER PERSONS TO SPEAK IN FAVOR OF OR AGAINST ITEMS IN THE 2018 PRELIMINARY BUDGET; AND WITH ALL PERSONS DESIRING TO BE HEARD, AND HAVING BEEN HEARD, THE PUBLIC HEARING WAS TERMINATED BY SUPERVISOR MORROW AT 6:40P.M.

TOWN CLERK


LYNN A. JARVIS

MINUTES OF THE TOWN OF CHESTERFIELD TOWN BOARD
MEETING HELD ON NOVEMBER 9, 2017 AT THE TOWN OFFICE ON THE
CORNER OF CLINTON AND VINE STREETS, IN KEESEVILLE, COUNTY
OF ESSEX, STATE OF NEW YORK, PURSUANT TO DUE NOTICE.

SUPERVISOR CALLED THE MEETING TO ORDER AT 7:00P.M.

EVERYONE STOOD FOR THE PLEDGE OF ALLEGIANCE.

THOSE PRESENT WERE:

SUPERVISOR:	GERALD H. MORROW
TOWN CLERK:	LYNN A. JARVIS
COUNCILMAN:	RUSSELL L. BLAISE
COUNCILMAN:	DAVID P. GLOAD
COUNCILMAN:	RICHARD J. KLAGES
COUNCILMAN:	CLAYTON J. BARBER
SUPT. OF HWYS:	PHILIP W. PRAY
TOWN ATTORNEY:	MICHAEL J. McCORMICK

GUESTS IN ATTENDANCE:

GLEN HOWARD JR.

HOLLY HILLYER

MARION INGLISH

TOWN CLERK JARVIS READ THE LEGAL NOTICE FOR THE CHANGE OF
TOWN BOARD REGULAR MEETING DATE FROM NOVEMBER 7, 2017 TO
NOVEMBER 9, 2017 AT 7:00P.M.

UPON A MOTION BY COUNCILMAN KLAGES AND SECONDED BY
COUNCILMAN BARBER AND UNANIMOUSLY CARRIED IT WAS

#129 RESOLVED: THAT THE MINUTES OF THE TOWN BOARD MEETING HELD ON OCTOBER 3, 2017 BE DISPENSED WITH.

SUPERVISOR MORROW STATED THAT THE PRELIMINARY BUDGET WAS REVIEWED AT THE PUBLIC HEARING AT 6:30 P.M. THE 2018 BUDGET IS BELOW THE TAX CAP. THE GENERAL FUND AND HIGHWAY BUDGETS ARE DOWN 5.15%.

UPON A MOTION BY COUNCILMAN GLOAD AND SECONDED BY COUNCILMAN BLAISE IT WAS

#130 RESOLVED: TO ADOPT THE 2018 PRELIMINARY BUDGET FOR THE TOWN OF CHESTERFIELD.

SUPERVISOR MORROW CALLED FOR **ROLL CALL VOTE** ON 2018 PRELIMINARY BUDGET;

COUNCILMAN BLAISE AYE

COUNCILMAN GLOAD AYE

COUNCILMAN KLAGES AYE

COUNCILMAN BARBER AYE

SUPERVISOR MORROW AYE

SUPERVISOR MORROW OFFERED THE COURTESY OF THE FLOOR TO THE AUDIENCE.

MR. GLEN HOWARD THANKED THE SUPERVISOR, TOWN BOARD AND HIGHWAY DEPARTMENT FOR THEIR RAPID WORK ON THE DAM AND RETAINING THE LAKE. HE IS AWAITING THE FISH BARRIERS IN THE SPRING.

SUPERVISOR MORROW THANKED GLEN HOWARD AND HIS BROTHER GORDON HOWARD FOR THEIR SUPPORT ON THE PROJECT.

UPON A MOTION BY COUNCILMAN KLAGES AND SECONDED BY COUNCILMAN GLOAD IT WAS

#131 RESOLVED: THAT THE TOWN ADVERTISE FOR BIDS ON 2004 PICK UP TRUCK AND OTHER SURPLUSSED ITEMS WITH BIDS TO BE OPENED AT REGULAR BOARD MEETING ON DECEMBER 5, 2017.

SUPERVISOR MORROW GAVE AN UPDATE ON AUGUR LAKE DAM PROJECT. THE PROJECT HAS BEEN COMPLETED. THE INITIAL COST OF THE PROJECT WAS ESTIMATED AT \$750,000, THE FINAL COST OF THE PROJECT WAS \$296,138. SUPERVISOR MORROW THANKED THE HIGHWAY DEPARTMENT AND ALL PEOPLE THAT HELPED MAKE THE PROJECT A SUCCESS.

SUPERVISOR MORROW GAVE AN UPDATE ON THE TOWN OF CHESTERFIELD WATER DISTRICT. HE CONTINUES TO HOLD MONTHLY MEETINGS WITH ALL INVOLVED AGENCIES AND TOWNS WATER DEPARTMENT. LAYNE CONSTRUCTION DRILLED WELLS ON AMVET PROPERTY AND AT COMMERCE PARK WITHOUT SUCCESS. THEY MOVED TO PROPERTY ON FRONTAGE ROAD NEAR CURRENT FILTRATION PLANT AND CURRENTLY ARE DOWN 50 FEET USING 12 INCH CASING. A SECOND WELL WILL BE NEEDED, IF THIS WELL PROVES TO BE SUCCESSFUL, 2 NEARBY PROPERTIES WILL BE LOOKED AT FOR DRILLING THAT SECOND WELL.

\$70,754.12 HAS BEEN INVESTED IN WELL PROJECT TO DATE. THE ESTIMATED TOTAL PROJECT COST IS \$6.4 MILLION DOLLARS. SUPERVISOR MORROW TOLD BOARD THAT WE NEED TO MEET ALL REQUIREMENTS ON THIS PROJECT BEFORE GRANTS CAN BE APPLIED FOR.

SUPERVISOR MORROW INFORMED THE TOWN BOARD THAT A LETTER HAS BEEN RECEIVED FROM SCOTT AND CELIA MISCHLER REGARDING A BOAT AND TRAILER THAT HAS BEEN LEFT ON THEIR PROPERTY AT 44 LEWIS ROAD, KEESEVILLE, NY. THE BOAT AND TRAILER HAS BEEN ON THE PROPERTY FOR OVER 5 YEARS. THE MISCHLER'S HAVE BEEN ACTIVELY TRYING TO GET THE ABANDONED BOAT ISSUE RESOLVED FOR OVER 3 YEARS.

THE BOAT IS APPROXIMATELY 16' WITH 60HP MERCURY MOTOR, THE BOAT REGISTRATION NUMBER IS NY6926FF AND WAS LAST REGISTERED 2010. THE ASSOCIATED TRAILER LICENSE NUMBER IS AM-46999 AND WAS LAST REGISTERED IN 2008.

SUPERVISOR MORROW DISCUSSED THE SITUATION WITH COUNTY CLERK AND WAS INFORMED THAT ABANDONDED PROPERTY THAT IS LEFT AND NOT PICKED UP BECOMES PROPERTY OF THE TOWN AND SINCE THE BOAT IS GREATER THAN 14' AND NEWER THAN 1987 IT IS THE TOWN'S RESPONSIBILITY TO MANAGE THE ABANDONMENT, AND ONCE ABANDONDED THE TOWN HAS AUTHORITY TO SURPLUS AND CAN SELL BACK TO THE OWNER OF THE PROPERTY THAT IT WAS ABANDONDED ON.

UPON A MOTION BY COUNCILMAN BLAISE AND SECONDED BY COUNCILMAN BARBER AND UNANIMOUSLY CARRIED IT WAS

#132 RESOLVED: THAT THE BOAT WITH 60 HP MERCURY MOTOR REGISTRATION NUMBER NY6926FF AND TRAILER WITH LICENSE NUMBER AM-46999 THAT WAS LEFT ON THE PROPERTY OF SCOTT AND CELIA MISCHLER AT 44 LEWIS ROAD, KEESEVILLE NY FOR GREATER THAN 5 YEARS CAN BE CLASSIFIED AS ABANDONDED.

UPON A MOTION BY COUNCILMAN GLOAD AND SECONDED BY COUNCILMAN KLAGES AND UNANIMOUSLY CARRIED IT WAS

#133 RESOLVED: THAT THE BOAT AND TRAILER ON THE SCOTT AND CELIA MISCHLER PROPERTY THAT WAS CLASSIFIED AS ABANDONDED, IS NOW TOWN SURPLUS, AND CAN BE SOLD TO SCOTT AND CELIA MISCHLER AT 44 LEWIS ROAD, KEESEVILLE, NY FOR \$1.

THE ANNUAL ASSOCIATION OF TOWNS MEETING WILL BE HELD IN NYC IN FEBRUARY FROM 2/18/2018 THRU 2/21/2018. THE SIGN UP DEADLINE IS 1/26/2018. THE TOWN WILL PAY THE REGISTRATION FEE AND \$1300.00 IN EXPENSES. THE TOWN WILL APPROVE (2) COUNCILMAN, TOWN CLERK, (1) JUSTICE AND TOWN ATTORNEY TO ATTEND.

UPON A MOTION BY COUNCILMAN KLAGES AND SECONDED BY COUNCILMAN BARBER AND UNANIMOUSLY CARRIED IT WAS

#134 RESOLVED: THAT THE TOWN WILL APPROVE (2) COUNCILMEN, TOWN CLERK, (1) JUSTICE AND TOWN ATTORNEY TO ATTEND THE 2018 ANNUAL ASSOCIATION OF TOWNS MEETING IN NYC FROM 2/18/2018 THRU 2/21/2018. THE TOWN WILL PAY REGISTRATION FEE AND \$1300.00 EXPENSES.

SUPERVISOR MORROW INFORMED THE TOWN BOARD THAT HE RECEIVED A LETTER FROM JUSTICE RENNIE REGARDING THE PERFORMANCE OF THE YEARLY COURT AUDIT.

SUPERVISOR MORROW APPOINTED COUNCILMAN BARBER AND COUNCILMAN GLOAD TO CONDUCT THE COURT AUDIT FOR 2017. THE REPORT IS DUE AT THE YEAR END MEETING.

SUPERVISOR MORROW APPOINTED COUNCILMAN KLAGES AND COUNCILMAN BLAISE TO CONDUCT THE 2017 AUDIT FOR THE TOWN CLERK AND TAX COLLECTOR. THE REPORT IS DUE AT THE YEAR END MEETING.

A NYSEG ENERGY EFFICENCY AUDIT WAS DONE FOR PORT KENT WATER PLANT. THE TOTAL PROPOSAL WAS \$5533.00, WITH TOWN COST TO BE \$4829.00 AND NYSEG PICKING UP THE DIFFERENCE. THE SAVINGS PER YEAR WOULD BE APPROXIMATELY \$540.00, OR APPROXIMATELY \$2700.00 OVER 5 YEARS.

COUNCILMAN GLOAD ASKED WHAT THE LIFE EXPECTANCY WOULD BE OF THE BULBS. SUPERVISOR MORROW WAS UNCERTAIN.

SUPERVISOR MORROW TABLED THE DECISION UNTIL 12/05/2017 MEETING. HE WILL OBTAIN FURTHER INFORMATION.

UPON A MOTION BY COUNCILMAN BARBER AND SECONDED BY COUNCILMAN BLAISE AND UNANIMOUSLY CARRIED IT WAS

#135 RESOLVED: THAT SUPERVISOR MORROW BE AUTHORIZED TO ENTER INTO AN AGREEMENT WITH THE KEESEVILLE YOUTH COMMISSION FOR THE YEAR 2018 FOR THE AMOUNT OF \$14,400.00.

UPON A MOTION BY COUNCILMAN KLAGES AND SECONDED BY COUNCILMAN GLOAD AND UNANIMOUSLY CARRIED IT WAS

#136 RESOLVED: THAT SUPERVISOR MORROW BE AUTHORIZED TO ENTER INTO AN AGREEMENT WITH THE KEESEVILLE FREE LIBRARY FOR THE YEAR 2018 FOR THE AMOUNT OF \$16,000.00.

UPON A MOTION BY COUNCILMAN BARBER AND SECONDED BY COUNCILMAN BLAISE AND UNANIMOUSLY CARRIED IT WAS

#137 RESOLVED: THAT SUPERVISOR MORROW BE AUTHORIZED TO ENTER INTO AN AGREEMENT WITH THE KEESEVILLE SENIOR CITIZEN'S CLUB, INC. FOR THE AMOUNT OF \$2650.00 FOR THE YEAR 2018.

UPON A MOTION BY COUNCILMAN KLAGES AND SECONDED BY COUNCILMAN GLOAD AND UNANIMOUSLY CARRIED IT WAS

#138 RESOLVED: THAT SUPERVISOR MORROW BE AUTHORIZED TO ENTER INTO AN AGREEMENT WITH THE TOWN OF AUSABLE FOR THE AMOUNT OF \$7,243.00, HALF THE COST OF THE KEESEVILLE NUTRITION BUS FOR THE YEAR 2018.

UPON A MOTION BY COUNCILMAN GLOAD AND SECONDED BY COUNCILMAN BARBER AND UNANIMOUSLY CARRIED IT WAS

#139 RESOLVED: THAT SUPERVISOR MORROW BE AUTHORIZED TO ENTER INTO AN AGREEMENT WITH NORTH COUNTRY LIFE FLIGHT, INC. FOR THE AMOUNT OF \$100.00 FOR THE YEAR 2018.

UPON A MOTION BY COUNCILMAN KLAGES AND SECONDED BY COUNCILMAN BLAISE AND UNANIMOUSLY CARRIED IT WAS

#140 RESOLVED: THAT SUPERVISOR MORROW BE AUTHORIZED TO ENTER INTO AN AGREEMENT WITH NORTH COUNTRY SPCA FOR THE AMOUNT OF \$3,740.85 FOR THE YEAR 2018.

UPON A MOTION BY COUNCILMAN BARBER AND SECONDED BY COUNCILMAN GLOAD AND UNANIMOUSLY CARRIED IT WAS

#141 RESOLVED: THAT SUPERVISOR MORROW IS AUTHORIZED TO ENTER INTO AN AGREEMENT WITH BEHAVIORAL HEALTH SERVICES NORTH, INC. FOR EMPLOYEE SERVICES IN THE AMOUNT OF \$480.00 FOR THEIR DRUG AND ALCOHOL PROGRAMS FOR THE YEAR 2018.

UPON A MOTION BY COUNCILMAN GLOAD AND SECONDED BY COUNCILMAN BARBER AND UNANIMOUSLY CARRIED IT WAS

#142 RESOLVED: THAT SUPERVISOR MORROW BE AUTHORIZED TO ENTER INTO AN AGREEMENT WITH THE TOWN OF AUSABLE TO HELP WITH THE COST OF THE NYS POLICE SUB STATION IN THE AMOUNT OF \$3,320.00 FOR THE YEAR 2018

UPON A MOTION BY COUNCILMAN BLAISE AND SECONDED BY COUNCILMAN BARBER AND UNANIMOUSLY CARRIED IT WAS

#143 RESOLVED: THAT SUPERVISOR MORROW BE AUTHORIZED TO ENTER INTO AN AGREEMENT WITH ANDERSON FALLS HERITAGE SOCIETY FOR THE AMOUNT OF \$5,500.00 FOR THE YEAR 2018.

UPON A MOTION BY COUNCILMAN GLOAD AND SECONDED BY COUNCILMAN KLAGES AND UNANIMOUSLY CARRIED IT WAS

#144 RESOLVED: THAT SUPERVISOR MORROW BE AUTHORIZED TO ENTER INTO AN AGREEMENT WITH THE KEESEVILLE CHRISTMAS BASKET COMMITTEE FOR THE AMOUNT OF \$100.00 FOR THE YEAR 2018.

UPON A MOTION BY COUNCILMAN BARBER AND SECONDED BY COUNCILMAN GLOAD AND UNANIMOUSLY CARRIED IT WAS

#145 RESOLVED: THAT SUPERVISOR MORROW BE AUTHORIZED TO ENTER INTO AN AGREEMENT WITH LAKES TO LOCKS FOR THE AMOUNT OF \$500.00 FOR THE YEAR 2018.

UPON A MOTION BY COUNCILMAN BARBER AND SECONDED BY COUNCILMAN GLOAD AND UNANIMOUSLY CARRIED IT WAS

#146 RESOLVED: THAT THE SUPERVISOR'S FINANCIAL REPORT FOR THE MONTH OF OCTOBER 2017 BE ACCEPTED. THE FINANCIAL REPORT CAN BE FOUND ON FILE IN THE OFFICE OF THE TOWN CLERK.

UPON A MOTION BY COUNCILMAN BLAISE AND SECONDED BY COUNCILMAN GLOAD AND UNANIMOUSLY CARRIED IT WAS

#147 RESOLVED: THAT ALL BILLS PRESENTED TO THE TOWN BOARD BE PAID. BILLS IN THE AMOUNT OF \$10,044.87 WERE AUDITED AND PAID FROM THE GENERAL FUND; CLAIMS WERE NUMBERED FROM 188 TO 208. BILLS IN; THE AMOUNT OF 70,818.55 WERE AUDITED AND PAID FROM THE HIGHWAY FUND; CLAIMS WERE NUMBERED FROM 170 TO 194. BILLS IN THE AMOUNT OF \$873.92 WERE AUDITED AND PAID FROM THE PKWD FUND; CLAIMS WERE NUMBERED FROM 206 TO 210. BILLS IN THE AMOUNT OF \$19,577.43 (TCWD \$11,217.09 AND PROJECT \$8360.34) WERE AUDITED AND PAID FROM THE TCWD FUND; CLAIMS WERE NUMBERED FROM 211 TO 234.

UPON A MOTION BY COUNCILMAN KLAGES AND SECONDED BY COUNCILMAN GLOAD AND UNANIMOUSLY CARRIED IT WAS

#148 RESOLVED: THAT ALL LETTERS BROUGHT BEFORE THE TOWN BOARD BE FILED.

SUPERVISOR MORROW INFORMED THE TOWN BOARD THAT AN INSURANCE AUDIT WAS DONE BY NYMIR; THERE ARE POLICIES THAT NEED TO BE IMPLEMENTED IN THE TOWN. DISCUSSION WAS HELD REGARDING INFORMATION THAT SUPERVISOR MORROW GARNERED FROM THE MEETING.

UPON A MOTION BY COUNCILMAN GLOAD AND SECONDED BY COUNILMAN BARBER AND UNANIMOUSLY CARRIED IT WAS

#149 RESOLVED: THAT THE TOWN OF CHESTERFIELD WILL ADOPT A **CHESTERFIELD COMPUTER, NETWORK RESOURCE AND INTERNET USAGE POLICY.** THE COMPLETE POLICY ESTABLISHED BY THE TOWN BOARD CAN BE FOUND IN THE TOWN OFFICE'S. IT IS MANDATED THAT EACH EMPLOYEE THAT USES COMPUTERS MUST READ AND SIGN A COPY OF SAID POLICY REGARDING USER COMPLIANCE.

CHESTERFIELD COMPUTER POLICY

Use For official business; prohibited uses

THE TOWN OF CHESTERFIELD (HEREIN AFTER "TOWN") HAS ADOPTED THE FOLLOWING **CHESTERFIELD COMPUTER, NETWORK RESOURCE AND INTERNET USAGE POLICY:**

- A. Town computers, Town network resources, and internet access lines within the Town Hall, Town Garage, and Community Center and within any other Town buildings are to be used only for official business of the Town. This does not apply to computers in the Community Center for public use.**
- B. In no event are those computers, network resources or internet access lines to be used for the purpose of:**
 - (1) Personal activities. However, personal use of the system is authorized within reasonable limits as long as it does not interfere with or conflict with business use. Employees are responsible for exercising good judgement regarding the reasonableness of personal use. This restriction shall not apply to people using computers set up for the use of the general public in the Community Center but it does apply to Town employees using computers that are set up for Town business work,**

- (2) Creating, sending, posting, displaying or receiving any pornographic or obscene pictures, text, graphics, images or materials,**
- (3) Accessing any Web sites that contain sexually explicit images and/or related materials, advocate illegal activity, and/or advocate intolerance of others,**
- (4) Creating, sending, posting, or displaying any sexually explicit images,**
- (5) Advocating or promoting any illegal activity, and/or advocating or promoting intolerance of others,**
- (6) Creating, sending, posting, displaying or receiving any offensive, abusive slanderous, libelous, defamatory, vulgar, harassing or intimidating messages, text, graphics, images or materials,**
- (7) Creating or sending any viruses, worms, hoaxes, or chain letter,**
- (8) Engaging in any unwarranted invasion of the personal privacy of any individual,**
- (9) Engaging in any unauthorized disclosure of sensitive or confidential information belong to the Town,**
- (10) Violating any licensing or copyright restrictions,**
- (11) Engaging in sexual and other illegal types of harassment,**
- (12) Connecting unauthorized equipment to the network or computers for any purpose.(before any additional device is attached to the Town issued network or computer, prior authorizations should be received from the Town Supervisor or IT manager),**
- (13) Running or installing unauthorized software unrelated to job duties on the Town computers,**
- (14) Using the Town's network to gain unauthorized access to any computer system, and**
- (15)The Town's systems may not be used to solicit for personal gain or for the advancement of a political or religious belief.**

PRIVACY RULES REGARDING THE USE OF THE INTERNET BY TOWN EMPLOYEES OR OFFICERS:

Consistent with applicable federal and state law, the time an employee spends on the Internet while on Town property may be tracked through activity logs

or other devices and software by the Town in order to monitor computer usage for business purposes. All abnormal or inappropriate usage will be investigated .For businesses purposes, the Town reserves the right to search and /or monitor internet usage and the files/ transmissions of any employee on Town owned equipment or devices without advance notice and consistent with applicable state and federal laws.

All email passwords must be available to the Town Clerk and the IT Manager at all times and, otherwise, shall be guarded from the use by others.

Passwords for Administrative control that must be shared (such as main server, routers, general admin log-in) and external authentications, e.g. the TOWN OF CHESTERFIELD website are to be given to the Town Clerk and IT Manager and are accessible only by the Clerk and the IT Manager.

Employees shall not use unauthorized codes or passwords to gain access to other's files. Administration shall schedule overall password changes intermittently. The period between such changes shall not exceed 18 months.

Employees should expect that communications that they send and receive by the Town's email system will be disclosed to the management. Employees should know that any email sent from the Town computers using Outlook is archived and thus accessible by anyone. Employees should not assume that communications that they send and receive by the Town's email system are private or confidential. Use your assigned Town email for all Town business not your personal email address; however usage of personal email address from Town owned computers has no privacy and may be accessed by the Town. Again all Town business related emails whether Town email or personal email are F.O.I.L. able (freedom of information law). It is highly suggested that you keep your personal email account separate from your Town account.

Employees learning of any misuse of the internet shall notify a Department Head. Electronic communications on Town owned equipment include, among other things, messages, images, data or any other information used in email, instant messages, voice mail, fax machines, computers, personal digital assistants, cell phones, text messages, pagers, telephones, cellular and mobile

phones including those with cameras, Intranet, Internet, back-up storage, information on a memory or flash key or card, jump or zip drive or any other type of internal or external removable storage drives. Should an officer or an employee lose a storage device with Town documents etc. thereon or lose a Town issued computer including “smart phones” or tablet devices or lose personal devices that contain information regarding Town business, this lose should be reported to the Town Clerk as soon as possible.

Town officers and employees must be careful to not open suspicious email or responding to spam emails or opening any suspicious attachments. It is preferable to notify the Town Supervisor or IT Manager that you have received something suspicious but you suspect may be harmless and contains Town related material and obtain their approval before opening such. Dangerous emails generally contain wording conveying something that is” too good to be true” and /or contain sentences with bad spelling and grammar and misuse words. The Nigerian Prince is still out there!

MISUSE

Any misuse of a Town computer, network resource, or Internet access line, or noncompliance with the Town’s written computer and Internet usage policies, may result in one or more of the following consequences;

- A. Temporary loss of privileges and/or deactivation of computer/network access/ Internet access.**
- B. Permanent loss of privileges and /or deactivation of computer/ network access/ Internet access.**
- C. Disciplinary actions (including proceedings for removal from office) by the appropriate Town Board or Town Officials and /or State Boards or State Officials.**
- D. Subpoena of data files and/or the application for and execution of a search warrant.**
- E. Legal prosecution under applicable United States, New York State, and /or Town statutes, local laws, ordinances, codes, rules and/ or regulations (hereinafter “laws”) and**

F. Possible penalties under applicable laws, including fines and /or imprisonment.

SUPERVISOR MORROW INFORMED THE TOWN BOARD THAT AN INSURANCE, INDEMNIFICATION AND SAFETY AGREEMENT WITH CONTRACTORS WAS ALSO RECOMMENDED BY NYMIR. THE RESPONSIBILITY WOULD GO BACK TO THE CONTRACTOR AND THE TOWN WOULD BE HELD HARMLESS.

UPON A MOTION BY COUNCILMAN KLAGES AND SECONDED BY COUNCILMAN BLAISE AND UNANIMOUSLY CARRIED IT WAS

#150: RESOLVED: THAT THE TOWN WILL IMPLEMENT AN INSURANCE, INDEMNIFICATION AND SAFETY AGREEMENT POLICY FOR THE TOWN OF CHESTERFIELD.

INSURANCE, INDEMNIFICATION AND SAFETY AGREEMENT

INSURANCE:

Contractor shall purchase and maintain the following insurance coverages and limits of liability:

1. Commercial General Liability at 1,000,000 per occurrence/\$2,000,000 aggregate.
2. Business Automobile Liability at \$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
3. Statutory Worker Compensation, Employers' Liability Insurance and NYS Disability Insurance for all employees.

Town of Chesterfield is to be added as Additional Insured on a primary and non-contributory basis under 1 above. A certificate of insurance evidencing these coverages and limits must be provided before work commences. **NO payments will be made until the certificates are received in the form prescribed.**

Contractor acknowledges that failure to obtain such insurance on behalf of the Municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Town of Chesterfield. The insurance requirements set out above are independent from all other obligations of the Contractor under this agreement.

The Town of Chesterfield is a member/owner of the NY Municipal Insurance Reciprocal (NYMIR). The Contractor further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the Municipality but also NYMIR, as the Municipality's insurer.

The Indemnification and Safety agreements must also be signed before work commences.

INDEMNIFICATION:

To the fullest extent permitted by law, Contractor will indemnify and hold harmless the Municipality, their Board Representatives, agents, employees and volunteers from and against any and all claims, suits, liens, judgments, damages, losses, expenses, including legal fees and all court costs and liability (including statutory liability) arising in whole or in part and in any manner from injury and/or death of person or damage to or loss of any property resulting from the acts, omissions, breach or default of Contractor or their Subcontractor, its officers, directors, agents employees, in connection with the performance of any work by or for Contractor pursuant to any contract, Purchase Order and/ or related Proceed Order, except those claims, suits, liens, judgments, damages, losses and expenses caused by the negligence of the Municipality. Contractor will defend and bear all costs of defending any actions or proceedings brought against the Municipality, their board, agents, employees and volunteers, arising in whole or in art of any such acts, omission, breach or default. The foregoing indemnity shall include injury or death of any employee of the Contractor or their Subcontractor and shall not be limited in any way by an amount or type of damage, compensation, or benefits payable under any applicable Workers Compensation, Disability Benefits

or other similar employee benefits act. Contractor further agrees to waive any rights of subrogation- including Worker's compensation- against the Municipality.

The Contractor hereby expressly permits the Municipality to pursue and assert claims against the Contractor for indemnity, contribution and common law negligence arising out of claims for damages for death and personal injury.

SAFETY:

Contractor and all of its employees shall follow all applicable safety and health laws and requirements pertaining to its work and the conduct thereof, but not limited to, compliance with all applicable laws, ordinances, rules, regulations, and orders issued by a public authority, whether Federal, State, or Local, including the Federal Occupational Safety and Health Administration. Safety of the Contractor's employees, whether or not in common work areas, is the responsibility of the Contractor. Contractor agrees to instruct all its employees to inform the Municipality immediately of any unsafe conditions or practices whether or not in the common work areas. Contractor shall indemnify Municipality for fines, penalties, and corrective measures that result from acts of commission or omission by Contractor, his agent, employees and assigns, in failure to comply with such safety rules, regulations, accident prevention and safety program of Municipality. Establishment of a safety program by Municipality shall not relieve Contractor of its safety responsibilities.

A COPY OF THIS AGREEMENT IS AVAILABLE IN THE OFFICES OF THE TOWN OF CHESTERFIELD.

SUPERVISOR MORROW SPOKE ON ENACTING LOCAL LAW NO.3, HE PRESENTED COPIES OF LOCAL LAW NO. 3 TO THE TOWN BOARD MEMBERS.

LOCAL LAW NO.3 OF THE YEAR 2017

. NOTIFICATION OF HIGHWAY DEFECTS IN THE TOWN OF CHESTERFIELD .

LOCAL LAW NO. 3 IS A LOCAL LAW PROVIDING FOR WRITTEN NOTIFICATION OF DEFECTS AND OBSTRUCTION ON TOWN

HIGHWAYS, BRIDGES, STREETS, SIDEWALKS, CROSSWALKS AND CULVERTS IN THE TOWN OF CHESTERFIELD.

UPON A MOTION BY COUNCILMAN KLAGES AND SECONDED BY COUNCILMAN BLAISE AND UNANIMOUSLY CARRIED IT WAS

#151 RESOLVED: THAT A PUBLIC HEARING BE HELD REGARDING ENACTING LOCAL LAW NO.3 ON DECEMBER 5, 2017 AT 6:45P.M.

SUPERVISOR MORROW INFORMED THE TOWN BOARD THAT ANDERSON FALLS HERITAGE SOCIETY WAS LOOKING FOR A LETTER OF SUPPORT ON THEIR GRANT APPLICATION TO CHAMPLAIN VALLEY NATIONAL HERITAGE PARTNERSHIP GRANTS COMMITTEE.

SUPERVISOR MORROW TOWN OF CHESTERFIELD AND SUPERVISOR SENECA FROM THE TOWN OF AUSABLE CO-SIGNED A LETTER SUPPORTING THE ANDERSON FALLS HERITAGE SOCIETY GRANT APPLICATION FOR FUNDING FOR SUMMER YOUTH EXPERIENCE PROGRAM.

SUPERVISOR MORROW OFFERED THE COURTESY OF THE FLOOR TO THE TOWN BOARD MEMBERS, NO ONE HAD ANY FURTHER INFORMATION TO OFFER.

SUPERVISOR MORROW OFFERED COURTESY OF THE FLOOR TO THE SUPT. OF HIGHWAYS. SUPT. PRAY STATED THAT THE INFORMATION FROM NYMIR WAS HELPFUL TO HIM. HE IS CURRENTLY UPDATING THE INVENTORY OF THE TOWN SIGNS.

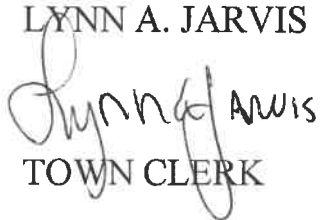
GUEST GLEN HOWARD EXPRESSED CONCERN ABOUT ABILITY TO GET ENOUGH WATER TO SUPPLY THE TOWN'S WATER NEEDS FROM THE WELLS.

SUPERVISOR MORROW INFORMED MR. HOWARD THAT THE QUALITY OF THE CURRENT WATER SOURCE IS POOR, MULTIPLE VIOLATIONS OVER THE PAST 5 YEARS AND WEED CONTROL IS BECOMING AN ISSUE.

UPON A MOTION BY COUNCILMAN KLAGES AND SECONDED BY
COUNCILMAN BARBER AND UNANIMOUSLY CARRIED IT WAS

#152 RESOLVED: THAT WITH NO FURTHER BUSINESS TO COME
BEFORE THE TOWN BOARD, THIS MEETING COULD BE ADJOURNED
AT 7:43P.M.

LYNN A. JARVIS

A handwritten signature in cursive script that reads "Lynn A. Jarvis". The signature is written in black ink and is positioned over the printed name and title.

TOWN CLERK