

Town Board Meeting
Town of Bergen
August 12th, 2025
Town Hall- 10 Hunter Street, Bergen New York
Agenda

I. Audit of Bills 6:45 pm Call to Order 7:00 pm

Prayer Almighty God, as we meet today to conduct matters of Town business, grant us the wisdom to remember as we work that we are servants of our constituency. Assist us to be sure our decisions should be in the best interests of the Town and its citizens, entirely unblemished by any thoughts of personal benefit. Amen.

Pledge to the flag

II. Privilege of the Floor:

III. Approval of meeting Minutes for: July 8th meeting and Amended Minutes for the 5/14/2025 meeting.

IV. Communications included with this agenda:

1. Supervisor Report for July 2025 -if available
2. Financial Statements for July 2025- if available
3. Town Clerks Report for July 2025
4. ZEO/CEO Report for July 2025
5. Mercy EMS report fir June 2025
6. Correspondence from Charter Communications dated 7/3/2025, 7/9/2025 and 7/14/2025
7. Resolution – Approving the Teamsters Local 264 Contract for Jan. 1,2026-December 31,2029
8. Resolution- Approval of Acquisition of an easement by the Monroe County Water Authority at 7618 Dublin Road.
9. Resolution- Authorizing the Bergen Town Court to apply for A Justice Court Assistance Program (JCAP) grant.

V. Board Members' items for addition to the agenda

VI. Reports:

Supervisor

Clerk

Board Members

Highway

BOCES update- Drews/ Bathroom Foundation

Committees

- Building, Grounds, and Facilities (cemeteries) -
- Parks - Bathroom update/ Drew's Update
- Local History & Museum -
- Policy and Personnel:

VII. Old Business:

- Update on proposed Capital Project- Town Hall addition and renovations to create a records room at 13 S. Lake Ave.
- Update on safety concerns -Traffic at Routes 19 and 33

VIII. New Business:

- Resolution – Approving the Teamsters Local 264 Contract for Jan. 1,2026-December 31,2029
- Resolution- Approval of Acquisition of an easement by the Monroe County Water Authority at 7618 Dublin Road.
- Resolution- Authorizing the Bergen Town Court to apply for A Justice Court Assistance Program (JCAP) grant.
- Approval to award bids for the purchase of building supplies for the construction of a bathroom at Robins Brook Park.
- Action to file Town Clerks Report July 2025
- Action to file Supervisor's Report- July 2025
- Approval of Budget Transfers-
- Approval to pay bills and authorize the bookkeeper to transfer funds necessary to the checking account to pay the bills.

IX. Meeting and Other Upcoming Dates:

- Budget Work Session-9/6/2025 - 9am in the Town Hall
- Town Board Meeting: 9/9//2025 - 6:45 Audit of bills and 7:00 pm Town Board Meeting

X. Adjournment

The Bergen Town Board convened in a regular session at 6:45 pm audit of the bills; The Town Board Meeting convened in a regular session in the Town Hall with Supervisor Haywood presiding at 7:00 pm.

PRESENT:

Supervisor Ernie Haywood
Councilperson Belinda Grant
Councilperson Karen Ely
Councilperson Mark Swanson
Councilperson James Starowitz

ALSO PRESENT:

Teresa Robinson, Town Clerk
Joel Pocock, Highway Superintendent

ABSENT: James Starowitz

OTHER ATTENDANCE: Canryn Brookhart

PRAYER: Almighty God, as we meet today to conduct matters of Town business, grant us the wisdom to remember as we work that we are servants of our constituency. Assist us to be sure our decisions should be in the best interests of the Town and its citizens, entirely unblemished by any thoughts of personal benefit. Amen.

PLEDGE TO THE FLAG:

PRIVILEGE OF THE FLOOR:

APPROVAL OF MINUTES FOR: Town Board Meeting June 10, 2025; Councilperson Swanson made a motion to approve the Town Board Minutes of June 10, 2025; seconded by Councilperson Ely.

Ayes: Haywood, Grant, Ely, Swanson

Nays: None

Abstained: None

APPROVED by: Unanimous vote (4-0)

COMMUNICATIONS/INFORMATION included with this agenda:

1. Supervisor Report for June 2025
2. Financial Statements for June 2025
3. Town Clerks Report for June 2025
4. ZEO/CEO Report for June 2025
5. Mercy EMS report for May 2025
6. Town of Bergen 2026 Budget Development Timeline
7. Proposed changes on Password Policy and Resolution for change.
8. Resolution to Support the Submission of a Smart Growth Planning Grant Application by the Town of Bergen.

BOARD MEMBERS' ITEMS FOR THE AGENDA: Nothing to add.

REPORTS:

SUPERVISOR:

- I attended a full day training on Cyber Security put on by the NYS Homeland Security and Emergency Services office on 6/11/2025. Subsequently, I have recommended a change in our pass word policy to reflect the recommendations from that office.

Health Insurance:

- I arranged and attended, two meetings for the Highway employees, Joel, and Teresa to hear of insurance options. Both meetings were on 6/17/2025. One was with our current insurance rep. for Excellus and one meeting was put on by the Union Insurance representative.
- Based upon a potential 25.85% increase in our current health care cost, I completed an analysis of costs for the current plan and the two proposed by the union for the board to consider.

Comprehensive Plan- Grant Application:

- The town and Village are applying for a grant to cover the cost of an update to the Comprehensive Plan. This month a meeting was held with the grant writing consultant from Labella to review information needed. Subsequently, I drafted a sample letter of support and sent a request for a letter of support to several local businesses, politicians, and community groups. I also provided additional information on our park's master plan and information for the town to the consultant. The grant application is due the end of July.

Properties-Projects:

- **Bathroom at Park-**
-Foundation Bids:
The Request for Proposals for the construction of the bathroom foundations we released on June 11th with Bid opening will be on July 8th at noon. We will advise the board of the outcome of the bidding as well as recommend at the board meeting, if we have a successful bidder to authorize the supervisor to enter a contract with the successful bidder.
-Transportation for BOCES students – I continue to work with Byron-Bergen Central School and BOCES on transportation for students to work at the park and at the Drews Nature Center.
-Joel is collecting bids necessary for the supplies needed for BOCES to build the bathroom
-Joel is awaiting the list of supplies needed, from BOCES for the Electrical work they are doing at the park.
- **Capital Project- Renovations to 13 South Lake and Addition to Town Hall-**
To date we have not received a formal response to the draft lease that was presented to the Fire Department's attorney on 5/14/2025. Therefore, the project is on hold. I prepared and submitted a letter to the Fire Department Board requesting a formal response on 7/7/2025, received the response on 7/8/2025.

We are awaiting final plans for the work the BOCES students are proposing for the Drew's Nature Center and as noted above, I also am continuing to work on securing transportation for the students.

Traffic Safety around Appletree Industrial Park

- In follow up to a meeting with Richard Sutherland, Executive Director Genesee/Finger Lakes Regional Planning Council regarding the traffic concerns on Route 33 and Route 19, I have forwarded traffic studies for business, done prior to the opening to Mr. Sutherland who is looking for grant funding to conduct a post construction/opening of properties in the industrial park to see the impact of traffic after the opening.

Library Operational Costs included in Town's Budget

- With the assistance of the Town Clerk in identification of costs, I submitted a correspondence to the Library Board president that outlined the cost associated with the building that are associated with the library's section of the building. The current lease does specify the town is to pay for these costs, however I wanted the library board to be aware of these costs and I requested that since they are now a separate taxing unit that they should reimburse the town for these costs. I forwarded a copy of the 6/25/2025 to all board members. In response to the letter I received an email from the Library Board President that the board will not be meeting until early August at which time she will present my letter.

Potential Park Grant Application

- In anticipation of the potential of the town submitting a request for a park Grant next year in July, I have asked the Town Clerk to set up a meeting with a company to see costs, and funding opportunities for a splash park, and play ground. We would also be looking potentially at a Bocce ball court. The town's master park plan recommends a small playground and additional recreational opportunities. To even consider applying for a grant, for which I would request the funding for the grant writer be paid by the county, we need to have an idea of costs.

TOWN CLERK:

The appointment with Air Serve on 6/26/2025 to service the AC unit in the court room – we received the estimate (board approved by email) has been fixed but the unit is tired and should be budgeted to be replaced. He said the unit should get us through the season.

Attended Cyber Security training provided by the County at Batavia Downs on 6/11/2025.

Attended both Health Insurance Meetings with Excellus and the Union Representative.

Received the \$15,000.00 NYSERDA Grant.

Researching Grants for Robins Brook – playground equipment/splash park – set up an informational meeting with Denzak.

Meeting 7/9 with our website provider to learn how to update the website “in house”.

TOWN BOARD: Nothing new to add.

HIGHWAY: Updates: Street lights at Appletree Industrial Park and Bids for supplies to construct the bathroom at Robins Brook Park.

CHIPS sealing on Bovee Road completed.

Conley & Maple Roads will be completed this week.

The water line should be finished at the park by the beginning of August.

The walking trail will be completed at the park by the end of the month.

Received 2 quotes for the bathroom materials at the park from Genesee Lumber and Stochtom

Kistner was the only bid received for the septic tank at \$4,409.00.

Street light replacement at Appletree – only quote received was from Collins Electric.

COMMITTEES:

Buildings, Grounds, and Facilities (Cemeteries):

Local History & Museum: Nothing new to report.

Policy & Personnel: Nothing new to report.

OLD BUSINESS:

Update on proposed Capital Project- Town Hall addition and renovations to create a records room at 13 S. Lake Ave.

Traffic at Routes 19 and 33

- Resolution to approve changes to the Town's Password Policy from 8 characters to 14.
- Resolution to Support the Submission of a Smart Growth Planning Grant Application by the Town of Bergen.
- Approval of emergency quote from Air Serve to repair the AC unit at Town Hall (court room). Amount 2,022.62.
- Action to file the Town Clerk's Report. – June 2025
- Action to file the Supervisors Report. – June 2025
- Approval of Budget Transfers – if any.
- Approval to pay bills and authorize the bookkeeper to transfer funds necessary to the checking account to pay the bills.
- Resolution Appropriating the Fund Balance for Park Project
- Award Bid for Town of Bergen Park Restroom Foundation.

Motion to approve changes to the Town's Password Policy. Councilperson Grant made a motion to approve changes to the Town's Password Policy; seconded by Councilperson Swanson

Ayes: Haywood, Grant, Ely, Swanson

Nays: None

APPROVED by: Unanimous vote (4-0)

WHEREAS: the New York State Department of State (NYSDOS) is offering grant funding for communities to complete Smart Growth Comprehensive Plans as part of the 2025 Regional Economic Development Council Consolidated Funding Application (CFA); and

WHEREAS: a Comprehensive Plan is a short- and long— term planning document that sets forth land use policies that express a vision for the future as well as goals and actions to achieve that vision; and

WHEREAS: a Comprehensive Plan includes a strong public participation process to develop public consensus on a Vision for the future through community Visioning, public meetings and workshops; and

WHEREAS: a comprehensive plan should address a wide range of planning issues including, but not limited to, appropriate physical development, economic development, transportation patterns, natural and built resource inventories, and population trends.

NOW THEREFORE, BE IT RESOLVED:

1. That the Bergen Town Board does hereby enthusiastically support the submission of a 2025 CFA application for the Smart Growth Planning program.

MOTION for adoption of this resolution by Councilperson Grant
Seconded by Councilperson Ely

Discussion:

VOTE BY ROLL CALL AND RECORD:

Councilperson Ely - AYE
Councilperson Grant - AYE
Councilperson Swanson - AYE
Supervisor Haywood - AYE

Submitted – July 8, 2025

WHEREAS: The Bergen Town Board has undertaken a Park Improvement Project and wishes appropriate previously unassigned fund balance in support of the Project.

NOW, THEREFORE, BE IT RESOLVED:

Sec. 1. That the Supervisor is hereby authorized to making the following amendment to the 2025 budget:

Decrease AA917 Unassigned Fund Balance	\$61,000
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Increase AA7110.2 Parks Equipment & Capital Outlay	\$61,000
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Sec. 2. That this resolution shall take effect immediately.

MOTION for adoption of this resolution by Councilperson Swanson

Seconded by Councilperson Grant

Discussion:

VOTE BY ROLL CALL AND RECORD:

Councilperson Ely

Councilperson Grant

Councilperson Swanson

Supervisor Haywood

Submitted July 8, 2025

WHEREAS, On June 10, 2025, the Bergen Town Board authorized a bid package for work pertaining to the construction of a foundation and associated improvements for the Robins Brook Restroom Project; and

WHEREAS, The Bid Package was advertised as required and bids were received until 12 noon on July 8, 2025; and

WHEREAS, The following bids were received:

Thompson Builds	\$60,906.00
40 Sanford Road S.	
Churchville, New York	

Loyal Nine Development Corp.	\$67,579.00
119 Garson Avenue	
Rochester, New York	

NOW, THEREFORE, BE IT RESOLVED:

Sec. 1. That the Bergen Town Board hereby awards the low bid of \$60,906.00 to Thompson Builds.

Sec. 2. That the Supervisor is authorized to sign the contract and any other necessary documents.

Sec. 3. That this resolution shall take effect immediately.

MOTION for adoption of this resolution by Councilperson Ely
Seconded by Councilperson Swanson

Discussion:

VOTE BY ROLL CALL AND RECORD:

Councilperson Ely
Councilperson Grant
Councilperson Starowitz
Councilman Swanson
Supervisor Haywood

Submitted – July 8, 2025

Action to file the Town Clerk's Report for June 2025 – Councilperson Grant made a motion to file to Town Clerk's Report for May 2025; seconded by Councilperson Swanson.

Ayes: Haywood, Grant, Ely, Swanson
Nays: None
APPROVED by: Unanimous vote (4-0)

Action to file the Supervisor's Report for June 2025 – Councilperson Swanson made a motion to file the Supervisor's Report for May 2025; seconded by Councilperson Ely.

Ayes: Haywood, Grant, Ely, Swanson
Nays: None
APPROVED by: Unanimous vote (4-0)

Approval to pay the bills and authorizing the board to pay the bills and authorizing the bookkeeper to transfer of funds necessary to the checking account to pay the bills: The bills were presented for audit and totaled \$ 112,966.54; General A Fund \$ 9,350.72; General B \$ 1,300.08; Highway DA \$ 1,443.82; Highway DB \$ 100,871.92.
Councilperson Swanson made a motion to pay the bills; seconded by Councilperson Grant

Ayes: Haywood, Grant, Ely, Swanson
Nays: None
APPROVED by: Unanimous vote (4-0)

Motion to enter into Executive Session for Union Contract & Fire Dept./Town Hall Lease Contracts at 7:50 pm: Motion was made by Councilperson Grant to enter into Executive Session; Seconded by Councilperson Swanson

Ayes: Haywood, Grant, Ely, Swanson
Nays: None
APPROVED by: Unanimous vote (4-0)

Motion to exit Executive Session at 8:55 pm: Motion was made by Councilperson Ely to exit Executive Session at 8:55 pm; Seconded by Councilperson Grant

Ayes: Haywood, Grant, Ely, Swanson
Nays: None
APPROVED by: Unanimous vote (4-0)

REPORTING OFFICE OF COMING BILLS
audit of the bills at 6:45pm.

ADJOURNMENT Was at 8:55 pm on a motion made by Councilperson Ely; seconded by Councilperson Grant.

Ayes: Haywood, Grant, Ely, Swanson

Nays: None

APPROVED by: Unanimous Vote (4-0)

Respectfully submitted

Teresa Robinson

Teresa Robinson, Town Clerk

Amended Minutes

The Bergen Town Board convened in a regular session at 6:45 pm audit of the bills; convened in a regular session as well as Public Hearing in the Town Hall with Supervisor Haywood presiding.

PRESENT:

Supervisor Ernie Haywood
Councilperson Belinda Grant
Councilperson Karen Ely
Councilperson Mark Swanson

ALSO PRESENT:

Teresa Robinson, Town Clerk
Joel Pocock, Highway Superintendent

ABSENT: Councilperson James Starowitz

OTHER ATTENDANCE: Lee Blair, Harris Busmire, John Frederick, Christine Volkmar, Kevin Bruton, Kim Donley

PRAYER:**PLEDGE TO THE FLAG:**

PRIVILEGE OF THE FLOOR: Lee Blair – The gate on Evans Rd slows traffic down, they have to stop to open the gate and a trail camera takes a photo of who stopped and vehicle helps to detour negative activity. Large number of syringes (2 ½ gallon bucket – in a 4-month period) plastic bags and garbage. Bergen Swamp Society has concerns of poaching of wildlife and protecting the flowers (orchids) in the swamp. The Swamp Society has concerns of people entering the swamp from the location and becoming lost. Currently the road does not have a posted speed limit sign – requesting the speed limit on the road to be 35mph. The gate has been in place since Oct. 2023 and it has helped reduce the traffic, but with Spring comes more traffic now that the gate is open.

APPROVAL OF MINUTES FOR: Board Meeting 4/9/2024;

COMMUNICATIONS:

1. Supervisor Report for April 2024, if available
2. Summary Spreadsheets for April. 2024, if available
3. Town Clerks Report for April, 2024
4. ZEO/CEO Report- for April 2024
5. Mercy EMS report for March 2024
6. Charter Communication 4/19/2024 and 4/23/2024
7. SEQR Determination resolution for amending local law Chapter 118 of Personal Policy
8. Resolution amending local law Chapter 118 Personnel Policy
9. SEQR Determination resolution for amending local law Chapter 398 Records Public Access
10. Resolution amending local law Chapter 398 Records Public Access
11. SEQR Determination resolution for amending local law Chapter 132 Procurement Policy
12. Resolution amending local law Chapter 398 Records Public Access
13. Correspondence from NYS Agriculture and Markets Re: MCWA installation of water main between South Lake Road and Clinton Street. Dated 5/11/2024.

REPORTS:

SUPERVISOR – The Town insurance renewal process has been completed – the premium will go down with some duplicate coverage that has been in place. Comptroller audit will be completed by May 31; the SAM grant application has been completed; cyber security insurance is being working on, out IT will be patching of software system not to exceed \$2,000. May 10 the Clerk and I attended the Inter-County Association of Western New York hosted by Liberty Pumps.

TOWN CLERK: We will be receiving a refund from the Desmond hotel for the clerk's conference in Albany – incident with my room. I have been checking with other towns regarding the new website, encourage board members to look at other municipalities websites (Village of Churchville, Pittsford) reached out to our current website provider to have him look at the design and let me know if we could mimic the design. Working with a member of the library board to have them purchase workers comp, disability, and AFLAC separate from the town. Joel and I went last Thursday to pick up supplies for the Day of Caring on May 23rd. Looking into working with the planning board secretary and CEO/ZEO for new building permit forms.

BOARD MEMBERS: Nothing to report

HIGHWAY: Road Construction standards- Working on updating - the road for OXBO coming onto Rt 19 needs to be specific to the Towns requirements.

Intern – Met with Jake he is a 3rd year civil engineer at RIT – he will be mapping out the roads, buildings, and signs throughout the town -checking conditions putting the information into a software program to determine longevity and upcoming repairs. It's a 10-week program possibly longer.

Sealing of parking lot – Proposals came back from Suit-Kote Corp. for Micro Paving \$15,405.00. Micro paving will last 7 to 8 years, does not include the parking stripes. Grippo Asphalt came in at \$9,625.00; Speed Pro Sealers came in at \$10,950. Both Grippo and Speed Pro would need to be done in approx. 3 years. The paving of the parking lot has been included in the budget; the Board is recommending the Micro Paving.

CHIPS – we received our funding; the guidelines for using the CHIP money have become strict.

Robbins Brook Park - The Village of Bergen has quoted \$11,285.31 for materials to run electric to the pavilion at Robbins Brook Park; with the inter-municipality agreement the Village electric crew would complete the work. (Thank you). National Grid would need to “sign off” allowing the Village to complete the work. The panel box would still need to be installed. The water line to the pavilion, MRB Group is recommending a 3” water line and we don't have to go under the creek. No price on the water line installation at this point. H & S Fence – to install 270' of fence in the front of the park came in at \$7600.00 will be getting another estimate. The trees we received from the DEC have been planted at the park.

Will be sealing the following roads: Dublin, Maple Ave, Bovee, and Lyman.

COMMITTEES:

Buildings, Grounds, and Facilities (Cemeteries): Update on Planning for utilization of buildings
Nothing new to report.

Parks: Bathroom Update – waiting for final prices on utilities.

Local History & Museum: Nothing new to report.

Policy & Personnel: Nothing new to report

OLD BUSINESS: Update on gate on Evans Rd – checking with attorney about speed limit signs and is it possible to turn the road over to the neighbors.

Councilperson Swanson made a motion to remove the gate on Evans Rd within 30 days; seconded by councilperson Ely

Ayes: Supervisor Haywood, Grant, Ely, Swanson

Nays: None

Abstained:

APPROVED by: vote (4-0)

Supervisor Haywood will be sending the letter out advising the residents they will have 30 days from the letter to remove the fence. Supervisor Haywood will report back to the Board with the attorneys' recommendations.

NEW BUSINESS:

- SEQR Determination resolution for amending local law Chapter 118 of Personal Policy
- Resolution amending local law Chapter 118 Personnel Policy
- SEQR Determination resolution for amending local law Chapter 398 Records Public Access
- Resolution amending local law Chapter 398 Records Public Access
- SEQR Determination resolution for amending local law Chapter 132 Procurement Policy
- Resolution amending local law Chapter 132 Records Public Access
- Resolution to set wages for Highway Department Seasonal Worker – Jake Vazquez at a rate \$19.00 per hour
- Approval of Mobile Home Park Permits for Hidden Meadows, Barbary Coast Affordable Homes, and Mar-Lu
- Participation in the Park Day's Parade- June 8th 11:45 am for noon March.
- Approval to seal town hall parking lot
- Approval of Town of Bergen Road Specification
- Action to file the Town Clerks report for April, 2024
- Action to file Supervisors Report for April, 2024

- Approval to pay bills and authorizing the bookkeeper to transfer of funds necessary to the checking account to pay the bills

RESOLUTION 2024-17

Adopting Local Law 1 of 2024 Amending Chapter 118 Personnel Policies of the Bergen Town Code

WHEREAS, the Bergen Town Board has determined that it is in the best interests of the Town of Bergen to amend Chapter 118 Personnel Policies of the Bergen Town Code; and

WHEREAS, a duly advertised Public Hearing was held by the Town Board at the Town Hall, 10 Hunter Street, Bergen on May 14, 2024 at 7 pm to hear all persons interested in the adoption of Local Law No. ____ of 2024 Amending Chapter 118 Personnel Policies of the Bergen Town Code; and

WHEREAS, all persons desiring to be heard were heard and due deliberation having been had.

NOW, THEREFORE BE IT RESOLVED:

Sec. 1. That Chapter 118 Personnel Policies of the Bergen Town Code be amended as follows:

118-2. Reimbursement for mileage.

Examples of mileage reimbursement request:

2-10-2008: GAM meeting in Batavia and return, 15 miles each way, 30 miles total.

~~Month of 3-20-2008: five trips to Brockport to HSBC Bank, 16 miles each, 80 miles total.~~

118-5. Reimbursement for meals.

The maximum reimbursement for meals is \$50 a day/~~\$70~~ **\$100** a day NYC....A gratuity of up to ~~15%~~ **20%** may be added to the above.

~~118-8. Reimbursement for telephone calls.~~

~~Requests for reimbursement for telephone calls from home telephones must be itemized by place and totaled per month.~~

~~Example: January telephone calls~~

~~8 calls to Batavia _____ \$1.80~~

~~4 calls to Albany _____ \$4.56~~

~~Total _____ \$6.36~~

Sec. 2. That the Town Board of the Town of Bergen hereby adopts Local Law No. ____ of 2024 – Amending Chapter 118 Personnel Policies of the Bergen Town Code.

Sec. 3. That the Town Clerk is authorized and directed to file a complete copy of Local Law No. ____ of 2024 with the Secretary of State, as required by law.

Sec. 4. That this resolution shall take effect immediately.

Motion for adoption: Councilperson Ely

Second: Councilperson Swanson

Discussion:

VOTE BY ROLL CALL AND RECORD:

Ayes: Councilperson Ely; Deputy Supervisor Grant; Councilperson Swanson; Supervisor Haywood;
Nays: None Abstained: None Approved by: Vote (4-0)

RESOLUTION NO. 2024-18 SEQRA Determination – Local Law 2 of 2024 Amending Chapter 118
Personnel Policies

WHEREAS, the Town Board of the Town of Bergen intends to amend Chapter 118 Personnel Policies; and

WHEREAS, such a Local Law is defined by 6 NYCRR §617.5 as a Type II action for which no
environmental review is necessary.

NOW, THEREFORE BE IT RESOLVED:

Sec. 1. That the Bergen Town Board does hereby designate the proposed Local Law as a Type II action.

Sec. 2. That this resolution shall take effect immediately.

MOTION for adoption of this resolution

Seconded by

Discussion:

VOTE BY ROLL CALL AND RECORD:

Councilperson Ely
Councilperson Grant
Councilman Swanson
Supervisor Haywood

Submitted – February 13, 2024

WHEREAS, the Town Board of the Town of Bergen intends to amend Chapter 398 Records, Public Access;
and

WHEREAS, such a Local Law is defined by 6 NYCRR §617.5 as a Type II action for which no
environmental review is necessary.

NOW, THEREFORE BE IT RESOLVED:

Sec. 1. That the Bergen Town Board does hereby designate the proposed Local Law as a Type II action.

Sec. 2. That this resolution shall take effect immediately.

MOTION for adoption of this resolution: Councilperson Swanson
Seconded by Councilperson Grant

Discussion:

VOTE BY ROLL CALL AND RECORD:

Ayes: Councilperson Ely
Councilperson Grant
Councilman Swanson
Supervisor Haywood

Nays: None

Abstained: None

Approved by: vote (4-0)

Submitted – February 13, 2024

RESOLUTION 2024-20 Adopting Local Law __ of 2024 Amending Chapter 398 Records, Public Access of the Bergen Town Code

WHEREAS, the Bergen Town Board has determined that it is in the best interests of the Town of Bergen to Amend Chapter 398 Records, Public Access of the Bergen Town Code; and

WHEREAS, a duly advertised Public Hearing was held by the Town Board at the Town Hall, 10 Hunter Street, Bergen on May 14, 2024 at 7 pm to hear all persons interested in the adoption of Local Law No. ____ of 2024 Amending Chapter 398 Records, Public Access of the Bergen Town Code; and

WHEREAS, all persons desiring to be heard were heard and due deliberation having been had.

NOW THEREFORE BE IT RESOLVED:

Sec. 1. That Chapter 398 Records, Public Access to of the Bergen Town Code be amended as follows:

398-2. Designation of Records Access Officer.

A.

Town Clerk

~~13 S. Lake Avenue~~ **10 Hunter Street**

Bergen, NY 14416

~~tn-bergen-clerk@rochester.rr.com~~

398-3. Location.

Bergen Town hall

~~13 S. Lake Avenue~~ **10 Hunter Street**

Bergen, NY 14416

398-4. Hours for public inspection.

Requests for public access to records shall be accepted and records produced during all hours regularly open for business, **as posted in the Town Clerk's office, 10 Hunter Street.** ~~These hours are: Monday, Tuesday, Wednesday and Friday, 8:00 a.m. to 4:00 p.m.; Saturday, 9:00 a.m. to 12:00 noon.~~

Sec. 2. That the Town Board of the Town of Bergen hereby adopts Local Law No. ____ of 2024 Amending Chapter 398 Records, Public Access to of the Bergen Town Code.

Sec. 3. That the Town Clerk is authorized and directed to file a complete copy of Local Law No. ____ of 2024 with the Secretary of State, as required by law.

Sec. 4. That this resolution shall take effect immediately.

Motion for adoption: Councilperson Swanson

Second: Grant

Discussion:

VOTE BY ROLL CALL AND RECORD:

Ayes: Councilperson Ely; Deputy Supervisor Grant; Councilperson Swanson; Supervisor Haywood

Nays: None

Abstained:

APPROVED by: vote (4-0)

RESOLUTION NO. 2024-21 SEQRA Determination – Local Law Amending Chapter 132 Procurement Policy

WHEREAS, the Town Board of the Town of Bergen intends to amend Chapter 132 Procurement Policy; and

WHEREAS, such a Local Law is defined by 6 NYCRR §617.5 as a Type II action for which no environmental review is necessary.

NOW, THEREFORE BE IT RESOLVED:

Sec. 1. That the Bergen Town Board does hereby designate the proposed Local Law as a Type II action.

Sec. 2. That this resolution shall take effect immediately.

MOTION for adoption of this resolution Councilperson Grant; Seconded by Councilperson Ely
Discussion:

VOTE BY ROLL CALL AND RECORD:

Ayes: Councilperson Ely; Councilperson Grant; Councilman Swanson; Supervisor Haywood

Nays: None

Abstained:

APPROVED by: vote (4-0)

Submitted – February 13, 2024

RESOLUTION 2024-22

Adopting Local Law __ of 2024 Amending Chapter 132 Procurement Policy of the Bergen Town Code

WHEREAS, the Bergen Town Board has determined that it is in the best interests of the Town of Bergen to amend Chapter 132 Procurement Policy of the Bergen Town Code; and

WHEREAS, a duly advertised Public Hearing was held by the Town Board at the Town Hall, 10 Hunter Street, Bergen on May 14, 2024 at 7 pm to hear all persons interested in the adoption of Local Law No. ____ of 2024 Amending Chapter 132 Procurement Policy of the Bergen Town Code; and

WHEREAS, all persons desiring to be heard were heard and due deliberation having been had.

NOW THEREFORE BE IT RESOLVED:

Sec. 1. That Chapter 132 Procurement Policy of the Bergen Town Code be amended as follows:
132-1. Guidelines

B. Guideline 2. All purchases of:

(1) Public works contracts over ~~\$20,000~~ **\$35,000**.

(2) Supplies or equipment which will exceed ~~\$10,000~~ **\$20,000** shall be formally bid...

C. Guideline 3.

(1) All estimated public works contracts of less ~~that than~~ ~~\$20,000~~ **\$35,000** but greater than ~~\$30,000~~ **\$20,000** require a written request for proposals (RFP) and a written/~~fax~~ proposal from ~~three~~ **two** or more contractors.

(2) All estimated purchases of less than \$10,000 but greater than ~~\$3,000~~ **\$5,000** require a written RFP and a written/~~fax~~ proposal from ~~three~~ **two** or more vendors unless purchased from valid state or county **or municipal bids**.

(3) All public works contracts or purchase of less than ~~\$3,000~~ **\$5,000** but greater ~~that than~~ \$500 require.... and;

Sec. 2. That the Town Board of the Town of Bergen hereby adopts Local Law No. ____ of 2024 Amending Chapter 132 Procurement Policy of the Bergen Town Code.

Sec. 3 That the Town Clerk is authorized and directed to file a complete copy of Local Law No. ____ of 2024 with the Secretary of State, as required by law.

Sec. 4. That this resolution shall take effect immediately.

Motion for adoption: Councilperson Grant

Second: Councilperson Swanson

Discussion:

VOTE BY ROLL CALL AND RECORD:

AYES: Councilperson Ely, Deputy Supervisor Grant, Councilperson Swanson, Supervisor Haywood

NAYS: None

Abstained:

APPROVED by: vote (4-0)

Councilperson Grant made a motion to set wages for Highway Department Seasonal Worker – Jake Vazquez at a rate \$19.00 per hour; seconded by councilperson Ely

Ayes: Haywood, Grant, Swanson, Ely

Nays: None

Abstained:

APPROVED by: vote (4-0)

Councilperson Grant made a motion to approve the Mobile Home Park Permits for Hidden Meadows, Barbary Coast Affordable Homes, and Mar-Lu; seconded by councilperson Ely

Ayes: Haywood, Grant, Swanson, Ely

Nays: None

Abstained:

APPROVED by: vote (4-0)

Participation in the Park Day's Parade June 8th; 11:45 am for noon parade

Motion to reappoint Rhonda Saulsbury to the position of Sole Appointed Assessor for the Town of Bergen. Councilperson Swanson made a motion to reappoint Rhonda Saulsbury to the position of Sole Appointed Assessor for the Town of Bergen; Seconded by Councilperson Grant.

Ayes: Haywood, Grant, Swanson, Ely

Nays: None

Abstained:

APPROVED by: vote (4-0)

Councilperson Grant made a motion to approve the Town Clerks report for April; seconded by Councilperson Swanson

Ayes: Haywood, Grant, Swanson, Ely

Nays: None

Abstained:

APPROVED by: vote (4-0)

-Action to file Supervisors Report for April 2024

Councilperson Grant made a motion to file the Supervisor's report for April 2024; seconded by Councilperson Swanson

Ayes: Haywood, Grant, Swanson, Ely

Nays: None
Abstained:
APPROVED by: vote (4-0)

-Approval to pay bills and authorizing the bookkeeper to transfer of funds necessary to the checking account to pay the bills

Councilperson Grant made a motion to approve and pay the bills; seconded by Councilperson Ely

Ayes: Haywood, Grant, Swanson, Ely

Nays: None

Abstained:

APPROVED by: vote (4-0)

MEETING AND OTHER UPCOMING DATES – Town Board Meeting: Regular meeting of the board
06/11/2024 6:45 audit of the bills, regular meeting at 7pm

ADJOURNMENT Was at 8:40 pm on a motion made by councilperson Grant; seconded by councilperson Ely

Ayes: Haywood, Grant, Ely, Swanson

Nays: None

APPROVED by: Unanimous vote (4-0)

Respectfully submitted,

Teresa Robinson

Teresa Robinson, Town Clerk

Account#	Account Description	Fee Description	Qty	Local Share
	Marriage License	Marriage License	1	17.50
		Sub-Total:		\$17.50
A1255	Conservation	Conservation	5	5.26
		Sub-Total:		\$5.26
A2544	Dog Licensing	Female, Spayed	19	95.00
		Female, Unspayed	3	54.00
		Male, Neutered	13	65.00
		Male, Unneutered	4	72.00
	Senior Discount	Senior Discount	3	-9.00
		Sub-Total:		\$277.00
B2110	Building & Zoning	Building Permit	10	655.00
		Sub-Total:		\$655.00
B2115	Building & Zoning	Amend. - Minor Subdivision	1	375.00
		Sub-Total:		\$375.00

Total Local Shares Remitted: \$1,329.76

Amount paid to: N Y State Department Of Health 22.50
Amount paid to: NYS Ag. & Markets for spay/neuter program 53.00
Amount paid to: NYS Environmental Conservation 89.74

Total State, County & Local Revenues: \$1,495.00

Total Non-Local Revenues: \$165.24

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, Michele M. Smith, Town Clerk, Town of Bergen 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



Date



Town Clerk



Date

Permit Monthly Report

07/01/2025 - 07/30/2025

Permit #	Issue Date	Owner	Permit Type	Property Location	Valuation	Amount
July 2025						
BP-0026-2025	07/02/2025	phil scarlata	Res-Deck	2103 2103 reed rd (phil scarlata) SBL#: 8.-1-1.12		\$50.00
BP-0027-2025	07/02/2025	aaron disabattino	Res-Deck	7882 Sackett Rd SBL#: 11.-1-15.2		\$50.00
BP-0028-2025	07/09/2025	Michele charlers	Other	6744 Jerico Rd SBL#: 12.-1-77.2		\$25.00
BP-0029-2025	07/16/2025	Jeffery Wheeler	Res-Acc Structure	7121 Old State Rd SBL#: 16.-1-49.22	\$65,000.00	\$75.00
BP-0030-2025	07/16/2025	Scott Almeyer	Res-Acc Structure	7146 Lyman Rd SBL#: 16.-1-63	\$85,000.00	\$0.00
BP-0031-2025	07/16/2025	ken holtz	Res-Acc Structure	7254 dublin rd (ken & emily holtz) SBL#: 15.-1-8.121		\$75.00
BP-0032-2025	07/23/2025	rick Hubbard	Res-1-2 Family Dwelling	7618 Dublin Rd SBL#: 17.-1-1.2	\$200,000.00	\$225.00
SD-2025-004	07/23/2025	Tammy Amesbury	Subdivision	7660 Gilbert Rd SBL#: 16.-1-47.1		\$375.00
BP-0033-2025	07/23/2025	karen Liles	Res-Generator	110 Hidden Meadows Dr SBL#: 17.-1-16.11/UUU	\$10,000.00	\$40.00
BP-0034-2025	07/30/2025	Jeffrey Van Skiver	Res-Generator	7557 Sackett Rd SBL#: 9.-1-38	\$13,000.00	\$40.00
July 2025 Total:					\$373,000.00	\$955.00
Reporting Period Total:					\$373,000.00	\$955.00

GEN BERGEN FIRE

Report Date Range from: 6/1/2025 to 6/30/2025

Mercy Flight EMS

Report includes Emergent First On Scene Responses.

Response Time Minutes	Call Count	Cumulative Call Count	Percentage of Total Calls	Cumulative Percentage
--------------------------	------------	--------------------------	------------------------------	--------------------------

Response Zone: GEN BERG 17

00:00 - 00:59	1	1	11.11%	11.11%
14:00 - 14:59	2	3	22.22%	33.33%
16:00 - 16:59	2	5	22.22%	55.56%
17:00 - 17:59	1	6	11.11%	66.67%
19:00 - 19:59	1	7	11.11%	77.78%
22:00 - 22:59	2	9	22.22%	100.00%
Total Calls:	9	9	100%	

Response Zone: GEN BERG 22

18:00 - 18:59	1	1	25.00%	25.00%
19:00 - 19:59	1	2	25.00%	50.00%
21:00 - 21:59	1	3	25.00%	75.00%
22:00 - 22:59	1	4	25.00%	100.00%
Total Calls:	4	4	100%	

Call Source Total Calls: 13



Alice J. Kim

Director, Government Affairs

July 3, 2025

RE: Charter Communications Notification

Dear Municipal Official:

Spectrum Northeast, LLC ("Spectrum") continues to enhance our services to offer more entertainment and communication choices, and to deliver the best value to our customers. Like every business, periodically Spectrum reviews its pricing and makes occasional price adjustments.

Effective on or after August 5, 2025, pricing will **decrease** for the following unreturned equipment:

Unreturned Equipment	Pricing Adjustment
Digital Receivers	Will decrease from \$97.00 to \$60.00

If you have any questions, please feel free to contact me at 315-634-6170 or via email at Alice.Kim@charter.com.

Sincerely,

Alice J. Kim
Director, Government Affairs
Charter Communications



Alice J. Kim

Director, Government Affairs

July 9, 2025

RE: Charter Communications – Upcoming Change

Dear Municipal Official:

This letter will serve as notice that on or after July 17, 2025, Spectrum Northeast, LLC ("Spectrum") is contractually required to launch **A Wealth of Entertainment** and **One America News** on the channel line-ups serving your community.

This letter will serve as notice that on or after July 31, 2025, Spectrum Northeast, LLC ("Spectrum") is contractually required to launch **Local Look Today** on the channel line-up serving your community.

If you have any questions, please feel free to contact me at 315-634-6170 or via email at Alice.Kim@charter.com.

Sincerely,

A handwritten signature in black ink that reads "Alice J. Kim".

Alice J. Kim
Director, Government Affairs
Charter Communications

July 14, 2025

RE: Charter Communications – Upcoming Change

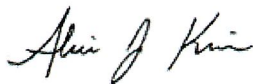
Dear Municipal Official:

Spectrum Northeast, LLC (“Spectrum”) was recently notified that HBO Family, ThrillerMax, MovieMax, and OuterMax are ceasing service on or after August 15, 2025. This change is out of Spectrum’s control.

On August 15, 2025, the channels will be slated with, “Programming is no longer available.”

If you have any questions, please feel free to contact me at 315-634-6170 or via email at Alice.Kim@charter.com.

Sincerely,



Alice J. Kim
Director, Government Affairs
Charter Communications

RESOLUTION NO. _____

Approving Teamsters Local 264 Contract

WHEREAS: Teamsters Local 264 and the Town of Bergen have reached an agreement for a new four-year contract.

NOW, THEREFORE, BE IT RESOLVED:

Sec. 1. That the Bergen Town Board approves the Teamsters Local 264 Contract dated January 1, 2026-December 31.2029, hereto attached.

Sec. 2. That the Contract becomes effective January 1, 2026.

Sec 3. That the Bergen Town Board authorizes the Supervisor to sign the aforementioned contract.

MOTION for adoption of this resolution by:

Seconded by:

Discussion:

VOTE BY ROLL CALL AND RECORD:

Councilperson Ely
Councilperson Grant
Councilwoman Starowitz
Councilperson Swanson
Supervisor Haywood

Submitted – August 12, 2025

AGREEMENT

BETWEEN

TOWN OF BERGEN

AND

**TEAMSTERS LOCAL 264
BUFFALO, NEW YORK
AN AFFILIATE OF
IB. OF T.**

EFFECTIVE

JANUARY 1, 2026 DECEMBER 31, 2029

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This AGREEMENT made and entered into this _____ day of _____, 2025, by and between the Town of Bergen, hereinafter referred to as the "Town", and the Teamsters Local 264, hereinafter referred to as the "Union".

WITNESSETH:

WHEREAS, the Town has voluntarily endorsed the practice and procedures of collective negotiations as a fair and orderly way of conducting its relations with its full-time employees insofar as such practices and procedures are appropriate to functions and obligations of the Town to retain the right to operate the Town government effectively in a responsible and efficient manner; and

WHEREAS, it is the intent and purpose of the parties to set forth herein their entire Agreement covering rates of pay; wages; hours of employment; and other conditions of employment; to increase the efficiency and productivity of employees in the Town; and to provide for prompt and fair settlement of grievances without any interruption of or other interference with the operation of the Town.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties do mutually covenants and agree as follows:

PREAMBLE

Both parties mutually agree that their objective is for the good and welfare of the Town and Union members alike. Both parties further agree that in the interest of collective bargaining and harmonious relations they will at all times abide by the terms and conditions as hereinafter set forth and agreed upon. The Town and Union regard all personnel as public employees who are to be governed by high ideals of honor and integrity in all public and personal conduct so as to merit the trust and confidence of the general public and fellow employees.

ARTICLE 1
PURPOSE

Section 1.1 It is the purpose of this Agreement to effectuate the provisions of the Taylor Law, Chapter 391 of the Laws of 1967, to provide orderly collective negotiating relations between the Town and the Union, to secure prompt and equitable disposition of grievances and to establish the fair wages, hours and working conditions as specified in the Agreement for the employees covered by this Agreement.

ARTICLE 2
RECOGNITION

Section 2.1 The Town recognizes the Union as the sole and exclusive representative of a bargaining unit consisting of all permanent full-time employees in the Highway Department (including MEO and laborer positions, and Deputy Highway Superintendent), excluding the Highway Superintendent, part-time employees and seasonal employees, for the purpose of collective bargaining and processing of grievances for the period defined in the Taylor Act.

ARTICLE 3

UNION RIGHTS

Section 3.1 All employees covered by this agreement who are members of the Union shall be required to pay Union dues. The Town shall deduct from wages of such employees and remit to the Union regular membership dues; in a uniform dollar amount per pay period, on behalf of those employees who have signed an authorization permitting such payroll deductions, in accordance with Section 208(1)B of the Act, in the form of one deduction per employee. The financial officer of the Union shall notify the Town of the amount of dues to be deducted and shall notify the Town thirty days in advance of the effective date of any change in the amount to be deducted. All amounts so deducted shall be sent with a listing of the members from whom the deductions have been made and the amount deducted to: TEAMSTERS LOCAL 264, 35 TYROL DRIVE, CHEEKTOWAGA, NEW YORK 14227. Agency shop fee deductions shall be made to the extent required by law and subject to the same conditions as dues. The Union shall indemnify the Town and hold it harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action taken by the Town for the purpose of complying with the provisions of this Article. The Union shall have the exclusive right of dues or agency fee deduction, and the Town may allow employees to elect payroll deductions for Union sponsored benefit programs or other purposes such as deposits in local credit union accounts.

Section 3.2 The Union affirms that it does not assert the right to strike against the Town, to assist or participate in any such strike, or to impose an obligation upon its members to conduct, assist or participate in such a strike. In the event of a strike or a work stoppage, the Union shall exert its best efforts to prevent and terminate the same. The Town will not engage in a lock out of employees during the term of this Agreement.

Section 3.3 The Town will provide the Union with a list of all current employees in the bargaining unit including, the employee's full name, home address, job title, work location, first date of employment and deductions for health insurance, and will provide an updated list periodically as changes occur and annually upon request. This information will be held in strict confidence and will not be used to harass any employee. It is understood that it is the obligation of an employee to notify the Town of any change of address, phone number, name, marital status, etc. Failure to do so may result in disciplinary action against the employee. Further, duly authorized representatives of the Union will be permitted to visit the premises of the Town at reasonable times for the purpose of transacting Union business which does not interrupt or interfere with Town business or the employees' work performance.

Section 3.4 The Town agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint or coercion by the Town or any Town representative against any employee because of union membership or because of any lawful employee activity in an official capacity on behalf of the Union. The Union agrees that it will not interfere with, coerce, or intimidate any of the employees into joining the Union. The Union recognizes that no employee is required to join the Union and every employee has the right to join or refrain from joining the Union. The Union also recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion regardless of Union membership.

Section 3.5 The Town agrees to provide suitable space for the Union to place a bulletin board in each garage, terminal or place or work. Postings by the Union on such boards are to be confined to official business of the Union.

Section 3.6 One month after signing this Agreement, the Town will provide job descriptions of all positions covered by this Agreement (to the extent written descriptions exist) to the Union and annually thereafter during the term of this Agreement if any changes occur. When any new titles within the bargaining unit are created during the term of this Agreement, the Union Business Representative shall be provided a copy of such job description within thirty days after an employee is appointed to such new position. It is understood and agreed that the production of a job description to the Union shall be for informational purposes only, and shall not prohibit the Town from assigning to unit employees work of any nature whatsoever, whether contained in the job description or not.

Section 3.7 Unless otherwise permitted by the Highway Superintendent or scheduled by the Town during working hours, Union business including grievance investigation and hearings, shall be conducted during employee non-working hours, and shall be conducted so as not to interfere in any Town operations or functions. When in the Town's discretion, Union business must be conducted during working hours, Union stewards so involved shall be released with pay.

Section 3.8 Any unit employee who is to be discharged or suspended shall be granted the right to be accompanied by a Union Steward or representative at the time that such discharge or suspension is imposed except in case of any emergency or when a such Union representative cannot be present after a reasonable amount of time.

ARTICLE 4 **MANAGEMENT RIGHTS**

Section 4.1 All of the functions, rights, powers, responsibilities and authority of the Town in regard to the management of its work and services and the direction of its work force which the Town has not specifically abridged, delegated, granted or modified by this Agreement are, and shall remain exclusively those of the Town. Not by way of limitation of the foregoing clause, the Town retains the right and responsibility to: hire, discharge, transfer, suspend and discipline employees; determine the number of persons required to be employed, laid-off or discharged; determine the qualification and competency of employees for positions covered by this Agreement; determine the starting and quitting times and the reasonable number of hours to be worked by employees; make any and all reasonable rules and regulations; determine the work assignment of employees; determine the basis for selection, retention and promotion of employees to or for occupations within or without the bargaining unit; determine the type of work to be assigned to each employee at any time or from time to time; determine the type of equipment used and the sequence or work processes; make technological alterations by revising either processes or equipment, or both; determine work and service standards and the quality and quantity of work and services to be produced; select and locate its facilities; establish, expand, transfer and consolidate work processes and facilities; transfer or subcontract work provided either that all the current incumbent employees of the Town are working (or have voluntarily decided not to) or the Town does not have the manpower or the equipment to perform the work; terminate or eliminate all or any part of its work or service.

Section 4.2 The Union recognizes all rights, powers, responsibilities and authority of the Employer and the execution thereof in regards to the operation of its work and business and the direction of its work force, which have not been specifically abridged, deleted, delegated or modified by this Agreement are and shall remain exclusively those of the Employer.

ARTICLE 5

PROBATIONARY PERIOD

Section 5.1 Each competitive, noncompetitive and laborer employee shall serve a one (1) year probationary period. Prior to an employee's first year anniversary with the Town, the employee must have obtained a New York state driver's license applicable to operate any vehicle or combination of vehicles then currently in use by the Town and have obtained a New York State Motor Vehicle Inspector's license to inspect any and all vehicles operated by the Town. If in the future the Town should expand or change its operation or licensing requirements should change, the employee is responsible for any upgrade of licensing to keep current with the operations performed by the Town. Failure to obtain required licenses by the end of the probationary period would result in severance of employment before the conclusion of probation and failure to upgrade and keep current licenses as needed throughout employment would be grounds for termination. Upon completion of the probationary period, the employee's seniority date shall issue from date of hire, as defined in the seniority provision of this Agreement.

Section 5.2 Dismissal and discipline during the probationary period shall not be subject to the grievance and arbitration provision of this Agreement.

Section 5.3 After completion of the probationary period, but not before (except as otherwise provided), a permanent, full-time employee will be eligible for the sick time and other leave which shall then be deemed to have accrued from the initial date of probationary employment and for benefits as otherwise provided under this Agreement (except health insurance which is provided by Article 21). Temporary, part-time, and probationary employees are not eligible for benefits under this Agreement unless otherwise so specified.

ARTICLE 6

SENIORITY

Section 6.1 Seniority shall be defined as the length of continuous service from the date of hire in all classifications covered by this Agreement (except as otherwise granted by the Town prior to this Agreement). Employment in a full-time capacity covered by this Agreement which is continuous to bargaining unit service shall be included in the calculation of seniority. Seniority shall terminate upon:

- (a) Discharge for cause;
- (b) Resignation or Voluntary quitting of the job;

(c) Layoff for a period of over one (1) year, unless the employee has not been employed by the Town for at least one year, in which case the maximum period shall be the employee's length of service, rounded to the nearest month, following successful completion of the probationary period;

(d) Abandonment, actual or constructive, of employment due to no-call, no-show without a legitimate and acceptable excuse showing the existence of an emergency situation;

(e) Failure to return to work on the first day following the expiration of any leave of absence, unless there existed a verifiable emergency which prevented the employee's return;

(f) Failure to return to work following recall from layoff. Recall shall be by telephone call, followed by a confirming letter, a copy of which shall be sent to the Union Steward.

Section 6.2 Seniority for the purpose of this Agreement shall apply to eligibility for paid sick days and vacation benefits.

Section 6.3 Reduction in force among noncompetitive and labor class positions shall be within the job classification affected, based upon inverse seniority within each classification, provided, however, the senior employees have the knowledge, skill and proficiency to perform the available jobs. Recall of and "bumping" by those laid off is subject to Civil Service Law and Rules.

ARTICLE 7

GRIEVANCE AND ARBITRATION PROCEDURE

Section 7.1 In the event that any difference shall arise between an employee or group of employees and the Town concerning the interpretation or application of the express terms of this Agreement, such difference shall be settled in the following manner:

Step One: The aggrieved party and the steward shall first discuss a grievance with the Highway Superintendent with the objective of resolving the matter informally (except that a grievance submitted by the Town shall begin at Step 2).

Step Two: If the matter is not resolved at the above step, it may be submitted as a grievance in writing on the executed form to be provided by the Union and presented to the Highway Superintendent. No alleged grievance shall be entertained, and shall be deemed waived, unless presented in writing within seven (7) working days after the aggrieved party or parties knew or should have known of the act or occurrence on which the alleged grievance is based. The grievance shall include the name(s) and positions of the aggrieved party, the current date, and the details of the grievance and the relief requested, including the specific clauses or provisions of the Agreement alleged to have been violated.

A meeting between the Highway Superintendent or his designated representative and the aggrieved party and a Union Business Representative will be held within seven (7) calendar days after receipt of the written grievance. Within seven (7) calendar days after such meeting, the Highway Superintendent will provide the Union with a written response to the grievance.

Step Three: In the event the grievance is not resolved as provided above, the grievance may be presented in writing to the Town Supervisor or his designee within ten (10) work days. The Supervisor or his designee, in consultation with the Board, shall respond to the grievance in writing within fourteen (14) working days from its timely receipt.

Step Four: In the event that the grievance is not resolved by the decision of the Supervisor or his designee, the grievant may, within ten (10) work days thereafter, submit such grievance to arbitration.

The Town and the Union agree that the arbitrator shall be selected by mutual agreement or from a panel obtained from either the Federal Mediation and Conciliation Service or the American Arbitration Association. The parties shall alternatively strike names from the panel and the last remaining names shall be the arbitrator. Each party shall bear its own expenses with respect to the preparation and presentation of any grievance to an arbitrator, and both parties shall bear equally the expense of the arbitrator. In making the award, the arbitrator shall not have the power or authority to add to, subtract from, modify or change, explicitly or impliedly, in any way the express provisions of this Agreement; to substitute his or her discretion for the Town's discretion in cases where the Town is given discretion by this Agreement; or to assume any other responsibility of management. The arbitrator's authority shall be limited to deciding only whether a specific provision of this Agreement has been violated. Only one grievance shall be submitted to or heard by an individual arbitrator except by mutual written agreement of the parties. The decision of the arbitrator shall be binding on the parties. In any event, should either party fail to comply with the arbitrator's award, the parties agree that either party may petition a court of competent jurisdiction to confirm and enforce said award and that judgment may be entered thereon unless the award is vacated by court order.

Section 7.2 Failure of the Union to observe any of the time limits set forth in the steps of the grievance procedures as aforesaid shall result in the grievance being conclusively settled pursuant to the decision at the previous step in the grievance procedures. Should the Town fail to respond within the time limits set forth in the grievance procedure, the Union shall have the right to move the grievance in a timely manner to the next step of the grievance procedure.

Section 7.3 The grievance and arbitration provisions of this Article shall apply to any instances of discipline or discharge of employees who have successfully completed probation. The rights and procedures provided by Sections 75 and 76 of the Civil Service Law are deemed waived and shall not apply to the discipline or discharge of any bargaining unit employee, even if, by the terms of Civil Service Law, such employee would be covered by Section 75 and 76 of the Civil Service Law but for this waiver.

Section 7.4 The Union shall be considered the representative for grievance representation purposes of any employee laid off, discharged or otherwise separated from the payroll until the time limits of the grievance and arbitration procedure have been exhausted (except termination of a probationary employee shall not be subject to the arbitration procedure).

Section 7.5 Settlement of a grievance shall not be final and binding unless endorsed by the Town Board or its appropriate designee.

Section 7.6 The Union shall notify the Town of the Union representative authorized to present and process grievances. The Town shall notify the Union of the Town's official representative.

Section 7.7 The time limits of the Grievance and Arbitration Procedure set forth in this Agreement can be extended by mutual agreement, in writing, between the Town and the Union.

ARTICLE 8

DRUG AND ALCOHOL TESTING

Section 8.1 The Town may require an employee to submit to a urine and/or blood test where there is reasonable, individualized suspicion of use of controlled substances or alcohol, or abuse of legal drugs (hereafter "drug use"). Such reasonable suspicion shall be documented. The collection of urine will

not be directly witnessed unless there is a reasonable suspicion to believe that the employee may tamper with the testing procedures. At the time of any urinalysis or other appropriate test, the employee may request that a blood sample be taken at the same time so that a blood analysis can be performed if the employee's urinalysis, or other appropriate test, confirms drug use.

Section 8.2 The testing process for drug use shall include an initial screening test, and if the test is positive for drug use, a test to confirm the results.

Section 8.3 Use of controlled substances or abuse of prescribed drugs at any time while employed by the Town, or the use of alcohol or prescribed drugs while on duty, or the presence of alcohol or prescribed drugs in the blood while on duty, shall be cause for discipline, including termination. The Town shall consider requiring rehabilitation by the employee rather than disciplinary penalty for first offenses of a minor nature which do not involve driving or operating equipment while under the influence of drugs or alcohol, or other misconduct or safety issues. Any issues relating to the drug and alcohol testing process (e.g., whether there was reasonable suspicion for ordering an employee to undergo a test, etc.) shall be raised only in the disciplinary process as otherwise provided in this Agreement. The parties recognize that federal law and regulations may supersede some parts of Article 8.

ARTICLE 9

LEGISLATIVE APPROVAL

Section 9.1 IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF THE LAW PROVIDING ADDITIONAL FUNDS THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE 10

COMPENSATION

Section 10.1 Beginning in 2022 the hourly rate of each employee shall be increased as follows:

Compensation

2026: 3.5%

2027: 3.5%

2028: 3.5%

2029: 3.5%

Section 10.2 Pay rates shall be as shown on the attached spreadsheet.

New employees generally will start at the "Starting" rate, but the Town has the discretion to start new hires at a higher rate. New employees will reach the full performance rate at the end of three (3) years of employment. During the three (3) year period between their hire date and their reaching the full performance rate, their pay rate will increase at their completion of each year of their employment by one

third of the difference between the starting and full performance rates (until they reach the full performance rate).

Section 10.3 If the Highway Superintendent designates a full time highway employee, Deputy Highway Superintendent, that employee will receive an additional \$1,500 per year compensation.

Section 10.4 Shift Differential – Any employee normally scheduled outside the normal regular hours, shall receive twenty-five cents (\$.25) per hour added to the employees base wage.

ARTICLE 11

WORKWEEK AND OVERTIME

Section 11.1 Time and one-half (1-1/2) the employee's regular hourly rate shall either be paid for all authorized time worked over forty (40) hours per week or the employee will accrue compensatory time at that rate of time and one-half. Vacation and holidays count as time worked for calculating overtime, except that if a holiday falls on a day that an employee otherwise would not be scheduled to work, holiday pay for that day shall not count as paid time for calculating overtime. There shall be no pyramiding of overtime or other premium time. Overtime will be paid as accrued bi-weekly. All such overtime must be included on the employees' timesheets. Accrued compensatory time except up to a maximum of eighty (80) hours must be used as leave time or will be paid out as of October 31 each year to avoid carrying over a significant fiscal obligation from budget to budget. Payment may be issued at a regular payroll period close to the October 31 date.

Section 11.2 For the purpose of this section, generally the workweek for full-time employees shall be forty (40) hours per week, Monday through Friday, subject to change upon reasonable notice by the Superintendent, plus overtime as required and approved by the Highway Superintendent or his designee. Any employee reporting to work for his or her regularly scheduled workday shall receive eight hours of pay, unless an unexpected situation occurs. In the event of an unexpected situation, if an employee calls in and is told to report to work, that employee will be paid a minimum of four hours pay provided he reports to work and is then sent home.

Section 11.3 The pay period begins at 12:01am on a Sunday and ends at Midnight on the Saturday two weeks later. Paychecks are issued by noon if possible, but no later than the end of the workday on the following Thursday, during the week following the end of the pay period. New employees shall be paid in the same pay period as existing employees.

Section 11.4 All bargaining unit employees shall have their time in and out recorded.

Section 11.5 As is the current practice, employees will receive one 15 minute relief period in the morning and one in the afternoon, and an unpaid lunch period of 1/2 hour per day to be scheduled in conjunction with the Superintendent. It is expected that employees will abide by the time allowed. As has been the practice, the relief periods may be combined or rescheduled during the day by mutual agreement with the total time on break to remain the same.

Section 11.6 All employees of the bargaining unit may be required to work any or all shifts. The Highway Superintendent has the sole right to determine the best use of human resources.

ARTICLE 12

CALL IN PAY

Section 12.1 Reporting: Employees reporting for work in accordance with instructions will receive two (2) hours straight time pay if upon reporting no work is available for that day. If such employees are assigned to work, they shall be given a minimum of four (4) hours work.

Section 12.2 **Unscheduled Call-Ins:** Any employee called for duty before their regular scheduled shift, which is contiguous, will be guaranteed a minimum of two (2) hours of pay at a rate of one and one half (1 ½) times said employee's hourly wage. Employees called for duty outside of their normal shifts will be guaranteed a minimum of four (4) hours of pay at a rate of one and one half (1 ½) times, said employee's hourly wage. Overtime at the end of the employee's regular shift will be paid for hours actually worked.

ARTICLE 13

HOLIDAYS

Section 13.1 Full-time employees covered by this agreement shall be entitled to twelve (12) paid holidays per year, as follows: New Year's Day, President's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas, plus two floating holidays to be designated annually.

Section 13.2 If an employee must work on one of the designated holidays, he shall be entitled to pay at time and one-half his or her regular straight time rate for all hours worked except Christmas Day when an employee will be entitled to two times his or her regular straight time pay.

Section 13.3 Holidays will be taken on the Federal observance of that holiday. Otherwise, if a holiday falls on Saturday, employees will receive the proceeding Friday as the paid holiday. If the holiday falls on a Sunday, the following Monday will be considered the paid holiday.

Section 13.4 An employee shall be eligible for holiday pay at his regular straight time hourly rate for his regularly scheduled working hours (provided he is not on layoff status, or a leave of absence including disability or Workers Compensation leave). Authorized comp time may be used preceding or following the paid holiday (weather permitting).

ARTICLE 14

VACATION

Section 14.1 Full-time employees shall be eligible for paid vacation time for regular working hours, at their regular straight hourly rate, as follows:

<u>Full Years of Continuous Service Completed/Credited</u>	<u>Vacation Days Each Year</u>
One Year	5 days
Two Years to Seven Years	10 days
Eight Years	15 days
Each additional year over nine	1 additional day per year, limited to a maximum of 10 additional days (total of 5 weeks per employee)

Vacation time shall accrue at the employee's completion of each year. Vacation time cannot be taken until earned; no vacation time may be taken in the first twelve (12) months of employment. Vacations are to be taken during the employee's ensuing anniversary year. Vacations are to be taken during the year. Unused vacation time may not be accumulated except that employees may carry over a maximum of five vacation days into the next year. Employees will not receive payment of cash in lieu of taking earned vacation. Upon termination of employment, employees will receive any unused vacation time which is accrued and for which they are eligible at the time of termination.

Section 14.2 All vacation periods shall be scheduled with and approved by the employee's supervisor at least two (2) weeks in advance. Vacation time will be granted on a first come first serve basis and subject to scheduled work load limitations. No more than one employee per department shall be on vacation, except with prior approval.

ARTICLE 15 **SICK LEAVE**

Section 15.1 Commencing with the effective date of this Agreement, permanent full-time employees shall receive sick leave at a rate of one half (1/2) day per calendar month of paid service to the Town (six days per year). Unused sick leave accrues monthly, and may be accumulated year to year up to a maximum of ninety (90) work days for use when ill. Sick time shall be paid only for time lost from work due to an employee's illness. Accumulated sick leave cannot be used to extend service time upon termination or retirement from Town service. Employees who retire from Town service who have worked at least ten consecutive years and who are eligible for and who receive New York State Retirement System retirement payments may apply the then current value of their accumulated sick time to premiums for continued health insurance coverage. Employees who are not receiving coverage through the Town at retirement will be able to apply the then current value of their accumulated sick time toward their spouse's health insurance plan if applicable or receive the current value of accumulated sick time in equal payments over a period thirty-six (36) months.

Section 15.2 Each day on sick leave, an employee shall be paid at the regular straight time rate for 8 hours of work by the eligible employee.

Section 15.3 When absence is necessary under the provisions of this Article, the employee shall report the illness to the Superintendent or his designee by telephone within one-half hour before his normal starting time or seven (7) a.m., whichever is earlier. In the case of failure to report within the time limits stated, unless for reasons satisfactory to the Superintendent, the absence shall not be credited to sick leave but shall be considered time off without pay.

Section 15.4 The Superintendent or his designee may require (or in his discretion may waive or postpone submission of) a Physician's certificate of illness and fitness, to return to work before an employee may return to work in cases where the absence is of duration of three (3) consecutive working days or more, or where there is a pattern of absence in which case a certificate may be required after one day. Failure to provide a Physician's certificate shall be grounds for discipline. If an employee is out sick, he or she must report for one day of work before taking vacation.

Section 15.5 The Town will provide the current New York State Disability benefits or its equivalent at its option. An employee may collect available sick leave until their disability check arrives. Sick leave will be re-credited to the employee once the Town receives the disability check from the employee.

Section 15.6 Whenever an employee is necessarily absent from duty because of occupational injury or disease, as defined in the Workmen's Compensation Law, full pay shall be allowed to him under the Town's sick leave plan, provided the employee is entitled to such sick leave at the time of such absence. When the employee's case has been adjudicated by the Workmen's Compensation Board, and an award has been granted covering the time of the absence from employment because of such illness or injury, such compensation shall be credited and paid directly to the Town for those days which the employee received full pay from the Town under its sick leave plan. Upon receipt of such compensation award, the Town will re-credit the employee's Sick Leave time in the same proportion as the compensation award bears to the Sick Leave Pay received by the employee. When an employee is injured or becomes ill as a result of compensated employment other than by the Town, the provision of these rules are not applicable.

ARTICLE 16

BEREAVEMENT TIME

Section 16.1 As is the current practice, in the event of death in an employee's immediate family, the employee will be allowed to use up to three (3) days of paid leave, for each such event. "Immediate Family" shall be defined as the employee's parent, parent-in-law, spouse, child (including step or foster children), or sibling. In the event of death of a non-immediate family member, the employee may receive up to one day of paid leave. Bereavement leave may be used only for days an employee otherwise planned to work, and unused bereavement leave is not cumulative. The employee shall notify the Superintendent or his designee upon learning of a death hereunder, as a condition of bereavement leave.

Section 16.2 It is intended that leave hereunder is to be used in conjunction with funeral services, a wake or other similar ceremony. Leave may be used only between the day of death and the day of the funeral, inclusive.

ARTICLE 17

JURY DUTY

Section 17.1 When a full-time employee is summoned for jury duty he/she will continue to receive his/her regular base pay for his/her regularly scheduled hours, less an amount equal to the per diem allowance the employee will receive for jury service, except as required by law. Pay shall not exceed forty hours per week. As a condition of partial pay while on jury duty, the employee must notify the Superintendent or his designee that he has been called to serve as a juror and must report to work when the jury is not in session during the employee's regular working hours or when it is possible to arrange to be released for work on a standby basis.

ARTICLE 18

LEAVE OF ABSENCE

Section 18.1 A request for a leave of absence without pay may be made in writing by any full-time employee to the Superintendent. Such application shall state the reason for the requested leave and its

duration. A leave of absence without pay for less than one month (or in case of an emergency) may be granted or denied in the sole discretion of the Superintendent. A leave of absence without pay for more than one month shall be applied for as soon as possible and at least one month in advance, and may be granted or denied in the sole discretion of the Town Board for a period not exceeding six (6) consecutive months. A leave of absence without pay does not constitute an interruption of continuous service for the purpose of earning seniority or eligibility for retirement benefits under Section 41 of the New York State Retirement and Social Security Law, nor will such leave result in a loss of benefits accrued by the employee prior to the commencement of such leave. In no other respect, however, shall an employee be eligible for benefits during the period of a leave of absence without pay for more than one month. This Section is intended to replace, and bargaining unit employees hereby waive, any rights regarding unpaid leave under Civil Service Law.

Section 18.2 Where a leave of absence is granted for more than two months, thirty days before the leave is to expire, or thirty days before an approved earlier return date, the employee must report to the Superintendent to give notice of the intention to return to work (except when circumstances make such notice impossible). Failure to report to work at the end of the leave will be considered a voluntary resignation.

ARTICLE 19

PERSONAL LEAVE

Section 19.1 As has been the practice, each full-time employee covered by this Agreement shall be entitled to use two (2) days of personal leave in each calendar year for the purpose of attending to necessary private business, legal matters or medical appointments that cannot be scheduled outside the employee's working hours. Personal leave may not be used to extend holidays or vacation leave. An employee must provide notice to, and obtain approval from, the employee's supervisor forty-eight (48) hours prior to punch in time of the personal leave day (including a Monday). The employee has responsibility for notification. Unused personal leave may be allowed to accumulate as sick time (but will not increase the maximum sick days which may be accumulated).

ARTICLE 20

RETIREMENT

Section 20.1 As is the current practice, the Town will continue its participation in the New York State Employees Retirement System. Employee participation and benefits are subject to the rules and regulations of this plan. All employees shall be informed of their rights and obligations of this plan when they are employed.

ARTICLE 21

HEALTH INSURANCE

Section 21.1 During the term of this Agreement, the Town shall pay 90%, and the employee shall pay 10%, of the cost of health insurance for current, full-time employees. For any new full-time highway employee who elects to participate in the health insurance offered by the Town, hired after 1/1/2022 the Town shall pay 85% and the employee 15% of the cost of the health insurance. Health Insurance coverage will be based on the New York State Teamsters Council Health and Hospital Fund/SELECT with Teamsters Dental and Vision. The Town will continue to provide substantially similar

insurance during the term of this Agreement, but shall have the right in its discretion to provide such coverage through another insurance carrier or on a self-insured basis on notice to the Union provided such coverage meets or exceeds the insurance in place. Additionally, the Town in its discretion may change the health insurance plan or plans in the event that either the Town or the union identifies a health insurance plan with coverage that meets or exceeds the current plan at less cost to the parties than an existing plan(s). Employees, at their discretion, may purchase by payroll deduction any of the alternative health plans offered by the Town, with the Town contributing an amount up to its cost of the basic insurance it provides in this Section. Should the Town consider a change in insurance, the Union and the Town will meet as soon as possible but no later than October 2026, 2027, 2028, 2029 discuss other insurance options.

Section 21.2 Employees who become full-time after the effective date of this Agreement shall become eligible for the coverage(s) hereunder after the satisfactory completion of one (1) month of continuous full-time employment.

Section 21.3 Probationary employees covered by this Agreement, but not eligible for Town-paid coverage according to the above Section, may elect coverage at their own expense, if the premium therefore is paid to the Town, in accordance with a procedure to be designated by it, a month in advance. Retirees may continue coverage to the extent allowed by the plan and law at their own cost.

Section 21.4 Employees enrolled or eligible to enroll in another group health care plan through their spouse (or otherwise) may choose coverage-under that plan. The Town will pay employees who waive Town coverage for a full year the greater of: (1) \$1000.00 per year for waiver of family or two person coverage \$500 per year for waiver of single coverage); or (2) the actual cost paid by the employee for employee contributions required under the spouse's plan up to a maximum of 80% of the Town's cost of applicable health insurance. Employees waiving Town coverage annually must show proof of coverage elsewhere (and of the amount of co-pay for such coverage) and complete a written waiver request.

Section 21.5 The Town will offer an optional flex-benefit plan to allow employees to put pretax dollars into an account to pay for additional health care benefits or child care. If an employee wishes to enroll, they must notify the Town in writing by October 15th in order to have coverage the following year.

Section 21.6 **Post-Retirement Health Insurance:** All employees who were hired before January 1, 2004 and have a minimum of ten (10) consecutive years of full time employment with the Town of Bergen as of the retirement date required will be eligible for this benefit.

If the qualified employee retires at age sixty-two (62) or thereafter, the Town will cap the benefit at two hundred fifty dollars (\$250.00) per month until such time the retiree is eligible for Medicare.

If the qualified employee retires at age fifty-five (55) or thereafter the Town will cap the benefit at one hundred twenty-five (\$125.00) per month until such time the retiree is eligible for Medicare.

ARTICLE 22

STAFFING GUIDELINE

Section 22.1 The parties recognize that staffing is a non-mandatory subject of bargaining, and that the Town has not waived any rights regarding such a non-mandatory subject of bargaining and that the Superintendent has discretion to assign employees. As a guideline only, the Town agrees that some

equipment may require two operators for some operations, and that the Superintendent will consider such requirements in assigning employees.

ARTICLE 23

TIME RECORDS

Section 23.1 The Superintendent or his designee shall maintain an accurate record of leave hours accrued and hours taken off by each employee. Each employee may request the amount of his or her accruals and use of leave. Any disagreement must be reported to the Superintendent immediately.

ARTICLE 24

UNIFORMS

Section 24.1 The Town of Bergen will provide appropriate shirts for full-time highway employees to wear. The Town will also provide an annual stipend of \$250 for the purchase of pants to wear to work. The \$250 will be paid in a lump sum to each employee upon submission of receipt(s) proving purchase of the pants. All receipts must be submitted by December 1 each year to ensure processing in the December abstract. The reimbursement will be treated according to IRS regulations. It is understood that the highway employees are responsible for laundering this clothing provided by the Town.

ARTICLE 25

SAFETY EQUIPMENT

Section 25.1 It is the Town's intention to encourage the use of safety equipment whether or not it is required by law or Town work rules in all instances. The Town will reimburse employees up to a total of \$250.00 per year towards the purchase of approved safety equipment upon satisfactory proof of purchase together with a signed voucher. Within the maximum total of \$250.00, the Town will reimburse employees for one pair of safety (steel toed) shoes per year, for the cost of one pair of safety glasses (lenses and frames) per year, and for such other safety equipment as it in its sole discretion decides in advance.

RESOLUTION #

APPROVAL OF ACQUISITION OF AN EASEMENT BY THE MONROE COUNTY
WATER AUTHORITY PURSUANT TO §1096(6-a) OF NEW YORK'S PUBLIC
AUTHORITIES LAW

WHEREAS, The Monroe County Water Authority ("Authority") intends to provide public water service to 7618 Dublin Road located in the Town of Bergen; and

WHEREAS, the acquisition of the easement is necessary for operation, maintenance and the future replacement of the water main which will allow the Authority to continue to reliably provide potable water supply to the area; and

WHEREAS, the easement is located along the frontage of 7618 Dublin Road (Tax Acct. No. 17.0-1-1.2), which is owned by Rick A. Hubbard, Jr.; and

WHEREAS, §1096(6-a) of New York's Public Authorities Law requires the Authority to obtain the prior approval of the Town Board for the above-referenced acquisition; now therefore be it

RESOLVED, that the Town hereby approves of the Authority's acquisition of the frontage easement located at 7618 Dublin Road in accordance with §1096(6-a) of the New York Public Authorities Law and be it further

RESOLVED that a copy of this resolution be provided to the Authority.

RESOLUTION

AUTHORIZING THE BERGEN TOWN COURT TO APPLY FOR
A JUSTICE COURT ASSISTANCE PROGRAM (JCAP) GRANT
FUNDING

WHEREAS: the New York State Justice Court Assistance Program (JCAP) is offering grant funding; and

WHEREAS: The Bergen Town Court has expressed an interest in applying for JCAP funding.

NOW THEREFORE, BE IT RESOLVED:

1. That Board of the Town of Bergen authorizes the Bergen Town Court to apply for a JCAP grant in the 2025-2026 grant cycle up to \$30,000.00.

MOTION for adoption of this resolution

Seconded by

Discussion:

VOTE BY ROLL CALL AND RECORD:

Councilperson Ely

Councilperson Grant

Councilperson Starowitz

Councilperson Swanson

Supervisor Haywood

Submitted – August 12, 2025