

**Organizational Meeting  
Town of Bergen  
January 9, 2024**

**I. 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. Communications:**

- Resolution Samples 1,2,3,4,5 - under V below
- Medical Benefit Policy- below
- 2024 Wage Schedule
- Town of Bergen- 2024 Pay Periods
- Letter of continued interest in Town Attorney and Deputy Town Attorney from Daniel Bryson of Lacy Katzen and retainer fees
- Letter of intent from Thomas M. Tiefel in interest in reappointment as Town Historian
- Letter of Interest from Robert Zickl to be appointed Town Prosecutor
- Letter from MRB group- Paul Chatfield regarding interest in reappointment as Town Engineer
- Letter of Engagement from Local Government Support Services for Accounting Services
- Town of Bergen- Supervisor’s Proposed Activities for 2024
- Agreement for the Expenditure of Highway Moneys- If available
- Post-Issuance Tax Compliance and Continuing Disclosure Building and Procedure

**III.2024 Town Board Appointments:**

- |   |                                   |
|---|-----------------------------------|
| -Zoning/Code Enforcement Officer        | Gerry Wood                        |
| -Building Inspector                     | Gerry Wood                        |
| -Constable                              | Chad Cummings                     |
| -Constable                              | Gary Donofrio                     |
| -Historian                              | Thomas Tiefel                     |
| - Historian Assistant                   | Jodi L. Fisher                    |
| -Attorney for the Town                  | Daniel S. Bryson                  |
| -Deputy Attorney for the Town           | John Wells                        |
| -Engineer for the Town                  | MRB Group                         |
| -Planning/Zoning Secretary              | Kim Donley                        |
| -Planning Board Chairman                | Gary Fink                         |
| -Zoning Board Chairman                  | Paul Cooper                       |
| -Zoning Board Member                    | Joe Nenni                         |
| - Zoning Board Member                   | Kevin Bruton, Jr.                 |
| -Town Prosecutor                        | Robert Zickl                      |
| - Mill Seat Landfill Advisory Committee | Timothy J. Donovan                |
| - Accounting Firm                       | Local Government Support Services |

**IV. Review of Appointments by Others:**

- |                         |                |
|-------------------------|----------------|
| -Deputy Town Supervisor | Belinda Grant  |
| -Deputy Town Clerk      | Barbara Fisher |
| -Deputy Town Clerk      |                |

-Deputy Town Clerk  
-Sub Registrar of Vital Statistics      Barbara Fisher  
-Supervisor's Secretary                      Leisa Strabel  
-Justice Court Clerk                              Sandra Owen  
-Senior Justice Court Clerk                      Cindy Burke  
-Deputy Highway Superintendent  
-Secretary to Highway Superintendent      Ruth Kruppner

**V. Resolutions:**

- 1- Expenditure of Highway Moneys
- 2- Permission for Highway Superintendent to make purchases without prior approval
- 3- Permission for Highway Superintendent to make purchases under State &/or County bids
- 4- Official Undertaking of Municipal Officials
- 5- Approval of Post-Issuance Tax Compliance and Continuing Disclosure Policies and Procedures for Tax-Exempt Notes and Bonds (no changes)

**VI Declarations**

Meeting days and times – Second Tuesday at 7:00 PM every month  
Official Banks – Tompkins Bank of Castile (primary); Five Star; NYS CLASS  
Official Newspaper – Batavia Daily News  
Mileage reimbursement rate – IRS approved rates for 2024 at \$.67/mile  
Approval of Medical Benefit Policy  
Approval of the 2024 Wage/Pay Schedule

**VII Recognized Committees & Appointed Members:**

**Buildings, Grounds & Facilities Committee:**

\_\_\_\_\_ (chair)  
Ernie Haywood  
Joel Pocock  
Library representative (optional)  
Others as requested

**Parks Committee:**

Belinda Grant (chair)  
Joel Pocock  
Gillam Grant representative (optional)  
Youth Soccer representative (optional)  
Youth Baseball representative (optional)

**Local History & Museum Committee:**

\_\_\_\_\_ (Chair)  
Thomas Tiefel  
Others as requested

**Policies & Personnel Committee:**

All Board members

**Agriculture Liaison-** to the Agricultural community including Genesee County Soil and Water, Genesee County Cooperative Extension and the Farm Bureau  
James Starowitz

**VIII New Business**

-

**IX Next Meeting Day:**

Regular Meeting: Tuesday, February 13, 2024 at 7:00 p.m. in the Courtroom with audit of bills at 6:45

**X Adjournment**

**RESOLUTION #1 –2024 AGREEMENT FOR THE EXPENDITURE OF HIGHWAY MONEYS:**

Resolution #1-2024 for the sum of \$262,148 to be set aside to be expended for primary work and general repairs upon 19.9 miles of Town highways, including sluices, culverts and bridges having a span of less than five feet and boardwalks or the renewals thereof.

**RESOLUTION #2 –2024 EXPENDITURES BY HIGHWAY SUPERINTENDENT:**

**WHEREAS**, section 142 , subdivision 1 (a) of the Highway law authorizes the Town Board to adopt a resolution permitting the Town Superintendent of Highways to purchase equipment, tools and implements without prior approval of the Town Board in an amount to be fixed by it from time to time, and

**WHEREAS**, it is determined by this Board to be reasonable and proper and that the Highway Superintendent of the Town be granted permission to purchase such items without its prior approval in the amount not to exceed \$10,000

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Superintendent of Highways be and he hereby is authorized to spend an amount not to excess of \$10,000.00 for the purchase of equipment, tools and implements without prior approval of this Board, and

**BE IT FURTHER RESOLVED**, that the authorization hereinabove granted shall be construed as meaning that the total amount of all such items purchased by the Superintendent of Highways shall not exceed the number of budgeted appropriations in the fiscal year 2024.

**RESOLUTION #3 –2024 STATE AND/OR COUNTY BIDS**

**WHEREAS**, it is determined by the Bergen Town Board to be reasonable and proper and in the best interests of the efficient functioning of the Bergen Highway Department that the Highway Superintendent of the Town be granted permission to purchase any such items, materials, tools and implements and services under any and all valid New York State bids, United States Federal bids other valid Municipal bids including County and Genesee County bids and award contracts according to the applicable bid sheets.

**RESOLUTION #4-2024 OFFICIAL UNDERTAKING OF MUNICIPAL OFFICERS**

**WHEREAS**, various sections of New York State Town Law and Public Officers Law require that certain officials execute and Official Undertaking; and

**WHEREAS**, we, the Town Board of the Town of Bergen hereby require the Supervisor, Town Clerk, Tax Collector, Town Justice, Highway Superintendent, Deputy Supervisor, Deputy Clerks, and Deputy Highway Superintendent to execute said Official Undertaking as required by said law;

**NOW, THEREFORE BE IT RESOLVED** that we, the Town Board of the Town of Bergen approve the document entitled “Town of Bergen Official Undertaking of Municipal Officers” as to its form and manner of execution and the sufficiency of the insurance, and **BE IT FURTHER**

**RESOLVED** that said Official Undertaking containing the notarized signatures of those named municipal officials be filed in the Office of the Town Clerk, as well as the original copies of the insurance policies indicating the sufficiency of the sureties to indemnify the Town against losses which may arise from failure of such officials to properly discharge their duties.

**RESOLUTION #5-2024 POST-ISSUANCE TAX COMPLIANCE AND CONTINUING DISCLOSURE POLICIES AND PROCEDURES FOR TAX-EXEMPT NOTES AND BONDS.**

**WHEREAS**, the Town Board of the Town of Bergen has a Post-Issuance Tax Compliance and Continuing Disclosure Policies and Procedures for Tax-Exempt Notes and Bonds; **NOW, THEREFORE BE IT**

**RESOLVED**, that the Town Board of the Town of Bergen re-adopts the Post-Issuance Tax Compliance and Continuing Disclosure Policies and Procedures for Tax-Exempt Notes and Bonds with no changes.

**TOWN OF BERGEN  
OFFICIAL UNDERTAKING OF MUNICIPAL OFFICERS**

**WHEREAS**, Ernest Haywood, of the Town of Bergen, County of Genesee, New York, has been elected to the Office of Supervisor of the Town of Bergen, and

**WHEREAS**, Belinda Grant of the Town of Bergen, County of Genesee, New York, has been appointed to the Office of Deputy Supervisor of the Town of Bergen, and

**WHEREAS**, Teresa Robinson, of the Town of Bergen, County of Genesee, New York, has been elected to the Office of Town Clerk of the Town of Bergen, and

**WHEREAS**, Teresa Robinson, of the Town of Bergen, County of Genesee, New York, has been elected to the Office of Town Tax Collector of the Town of Bergen, and

**WHEREAS**, Barbara Fisher, of the Town of Bergen, County of Genesee, New York, has been appointed to the Office of Deputy Town Clerk of the Town of Bergen, and

WHEREAS, Vince Pulcini, of the Town of Bergen, County of Genesee, New York, has been elected to the Office of Town Justice of the Town of Bergen, and

WHEREAS, Robert Swapceinski, of the Town of Bergen , County of Genesee, New York, has been elected to the Office of Town Justice of the Town of Bergen, and

WHEREAS, Joel Pocock, of the Town of Bergen, County of Genesee, New York, has been elected to the Office of Superintendent of Highways of the Town of Bergen, and

WHEREAS, \_\_\_\_\_, of the Town of Bergen, County of Genesee, New York, has been appointed to the Office of Deputy Superintendent of Highways of the Town of Bergen, and

NOW, THEREFORE, we as respective officers above, do hereby undertake with the Town of Bergen that we will faithfully perform and discharge the duties of our office, and will promptly account for and pay over all moneys or property received as a Town Officer, in accordance with the law; and

This undertaking of the Town Supervisor is further conditioned upon that he will well and truly keep, pay over and account for all moneys and property, including any special district funds, belonging to the Town and coming into his hands as such Supervisor; and

This undertaking of the Town Clerk is further conditioned that she will well and truly keep, pay over and account for all moneys and property coming into her hands as such Town Clerk; and

This undertaking of the Tax Collector is further conditioned that she will well and truly keep, pay over and account for all moneys and property coming into her hands as such Tax Collector; and

This undertaking of the Town Justice is further conditioned that he will well and truly keep, pay over and account for all moneys and property coming into her hands as such Town Justice; and

The Town does and shall maintain insurance coverage, presently with ENB Insurance, in the sum of \$1,000,000.00 for the Tax Collector, Supervisor and Town Clerk to indemnify against losses through the failure of the officers, clerks and employees covered thereunder faithfully to perform their duties or to account properly for all monies or property received by virtue of their positions or employment, and through fraudulent or dishonest acts committed by the officers, clerks and employees covered thereunder.

**TOWN OF BERGEN**

## **MEDICAL BENEFIT POLICY**

A Medical Insurance benefit will be provided to qualified employees who are not included in a collective bargaining agreement and elected officials of the town of Bergen as described in this policy. The Medical Insurance Plan provided will be selected by the Bergen Town Board and reviewed, renewed, or replaced on an annual basis at the discretion of the Town Board.

### **Qualified Employees and Elected Officials**

The following positions are qualified for Medical Insurance Benefits provided by the Town:

- Town Clerk
- Highway Superintendent
- Full Time Employees of the Town of Bergen (not included in a collective bargaining agreement)

### **Employee and Elected Official Contributions**

Qualified employees and elected officials will be required to contribute 10% of the medical insurance premium and further obligated to any co-pays and deductibles as described by the medical insurance plan.

### **Collective Bargaining Unit**

Town employees that are under a Collective Bargaining Agreement will be provided Medical Insurance Benefits in accordance with the agreement.

TOWN OF BERGEN - WAGES

POSITION	2023	2024
Supervisor	\$ 12,183.00	\$ 12,488.00
Deputy Supervisor	1,554.00	1,593.00
Confidential Secretary	21.85 /hr.	22.40 /hr.
Town Clerk / Tax Collector	45,894.00	45,894.00
Deputy Clerks (3)	14.34 /hr.	15.00 /hr.
Justices (2)	14,997.00	15,372.00
Senior Justice Clerk (1)	23.28 /hr.	23.86 /hr.
Justice Clerks (1)	18.27 /hr.	18.73 /hr.
Councilmember (4)	3,919.00	4,017.00
Highway Superintendent	70,190.00	70,190.00
Deputy Hwy. Superintendent	1,561.00	1,592.00
Hwy Clerk	20.80 /hr.	21.32 /hr.
Solid Waste Coordinator	-	-
Zoning/Code Enforcement Officer	19,614.00	20,104.00
Cleaner/Property Maintenance	14.50 /hr.	15.50 /hr.
Constables (2)	17.21 /hr.	20.50 /hr.
Historian	1,967.00	2,016.00
Asst Historian	984.00	1,009.00
Planning - Chair	3,508.00	3,508.00
Zoning - Chair	\$717.60 +\$42/mtg	\$717.60 +\$42/mtg
Planning & Zoning Members (15)	\$43/mtg	\$43/mtg
Comprehensive Planning Board Appointee	134.00	134.00
Assessment Board of Review (3)	14.34 /hr.	<del>14.34</del> <sup>15.00</sup> /hr.
Planning & Zoning Secretary	155.00	155.00
Election Inspectors (8)	26.87 /hr	27.41 /hr
Highway (4)		

**Town of Bergen**  
**Pay period is Sunday to Saturday**

2024				
Pay Period End Date				
Bi-weekly	Monthly	Pay	Check Date	Type
12/30/23		1	01/04/24	B
01/13/24	01/13/24	2	01/18/24	B,M
01/27/24		3	02/01/24	B
02/10/24	02/10/24	4	02/15/24	B,M
02/24/24		5	02/29/24	B
03/09/24		6	03/14/24	B
03/23/24	03/23/24	7	03/28/24	B,M,Q
04/06/24		8	04/11/24	B
04/20/24	04/20/24	9	04/25/24	B,M
05/04/24		10	05/09/24	B
05/18/24	05/18/24	11	05/23/24	B,M
06/01/24		12	06/06/24	B
06/15/24	06/15/24	13	06/20/24	B,M,Q
06/29/24		14	07/03/24	B
07/13/24	07/13/24	15	07/18/24	B,M
07/27/24		16	08/01/24	B
08/10/24	08/10/24	17	08/15/24	B,M
08/24/24		18	08/29/24	B
09/07/24		19	09/12/24	B
09/21/24	09/21/24	20	09/26/24	B,M, Q
10/05/24		21	10/10/24	B
10/19/24	10/19/24	22	10/24/24	B,M
11/02/24		23	11/07/24	B
11/16/24	11/16/24	24	11/21/24	B, M
11/30/24		25	12/05/24	B
12/14/24	12/14/24	26	12/19/24	B,M,Q

B            Bi-Weekly  
M            Monthly  
Q            Quarterly



- *Direct Line* (585) 324-5714
- *Direct Fax* (585) 269-3010
- *Email* dbryson@lacykatzen.com

December 16, 2023

Ernie Haywood, Supervisor  
Town of Bergen  
10 Hunter Street  
Bergen, New York 14416

Dear Supervisor:

This letter will set forth the terms of our annual retainer as attorneys for the Town of Bergen for the year 2024. The present amount of that annual retainer is \$3,400.00 which is paid by the Town quarterly and includes work for the Town of Bergen, the Town Planning Board and the Town Zoning Board of Appeals.

The services covered by the retainer include any and all matters pertaining to general municipal law and/or town law with respect to the operation of the Town. This includes the preparation of local laws and ordinances, responding to requests from Planning Board and Zoning Board of Appeals, occasional attendance as needed and requested at Town Board Meetings, Zoning Board Meetings and Planning Board Meetings, telephonic communications and written communications between Town officers, Board members or employees and our law firm with respect to advice on questions of municipal law or town law, and research in connection with any of all aforementioned matters.

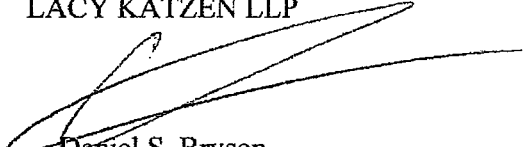
Services not covered by the retainer: any matters of civil or criminal litigation either commenced on behalf of the Town or defended on behalf of the Town, the negotiation of contracts (other than routine contracts provided for by the town law), financing matters such as bond anticipation notes or bonds and other specific matters, special projects which occur on a nonrecurring basis.

Additionally, the Town is responsible for any disbursements for any matters, whether covered by this retainer or not. Examples of disbursements are long distance telephone calls, court filing fees, copying charges, transcript charges, travel costs (other than between our offices and the Town of Bergen) and monies paid to other individuals for professional services outside of our law firm such as accountants and appraisers.

I trust that this agreement is consistent with your understanding of our retainer over the years. In the event that you are in agreement with it, kindly sign the enclosed copy and return it to me. In the event that you have any questions or believe that modifications should be made, please do not hesitate to contact me.

Very Truly Yours,

LACY KATZEN LLP



Daniel S. Bryson

DSB/AM  
Enclosure

I, Ernie Haywood, Town Supervisor on behalf of the Town of Bergen, do hereby agree with the terms as set forth above.

Date: \_\_\_\_\_

# **LETTER OF INTENT**

12/12/23

To:

Bergen Town Board

Ernest Haywood-Town Supervisor

10 Hunter St

Bergen, NY. 14416

Dear Mr. Haywood and Board Members,

My name is Thomas Tiefel, and I am submitting this letter to represent my interest to continue as the Bergen Town Historian. As a proven asset to this position, I come with more than 11 years of experience in the position and have enjoyed working with the diverse group of citizens in the community. I take great pride in serving as Bergen's Historian and my passion for local history bridges the ages 8-80 demographic.

I have been a resident within the town of Bergen since 1995, when I purchased the historic 1834 Dean Farmstead on North Bergen Rd. Since that time, I have been a member of the Bergen Historical Society, and have served on the board as both vice president and president from 2000-2008. During my term as BHS president, I had personally overseen such projects as the approval of various grant funding from New York State for the Harford Livery Museum, and the revision of the Historical Society's Constitution and By-Laws. Over the last 28 years, I have gained a great appreciation for the extensive history our town has acquired over the last two centuries. With my previous vast knowledge of American History, and antiquities, I incorporate these all together to make Bergen's history both exciting and informative. I am always eager to assist in many new exciting projects that lie ahead to preserve the past for future generations.

I look forward to continuing my future as Town Historian. Thank you for your time and consideration!

Regards,

Thomas M. Tiefel,

Bergen Town Historian

GENESEE TRAFFIC PROSECUTORS  
9238 FARGO ROAD  
STAFFORD, NY 14143

December 6, 2023

TOWN OF BERGEN  
Attn: Supervisor Haywood  
10 Hunter Street  
Bergen, NY 14416

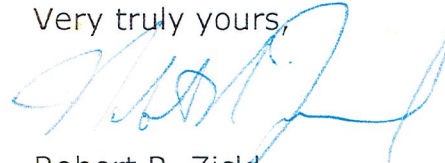
Re: Traffic Prosecution

Dear Supervisor Haywood:

On behalf of Genesee Traffic Prosecutors, I am interested in being  
reappointed as Traffic Prosecutor in Bergen at \$800.00 per month in 2024.

I enjoy working in your court and hope the Town is satisfied with the way  
traffic prosecution is being handled.

Very truly yours,



Robert R. Zickl

November 27, 2023

**Sent Electronically Only**

Supervisor Ernie Haywood  
and Town Board Members  
Town of Bergen  
10 Hunter Street, PO Box 249  
Bergen, NY 14416

RE: Town Engineering Services

Dear Ernie and Town Board Members:

We respectfully request to be reappointed as "**Town Engineer**" for the upcoming calendar year.

The Chatfield Team has faithfully served the needs of the community since **2005** and have completed numerous projects on your behalf, including providing valuable assistance to the Town Planning Board and Town support staff. We are pleased to have completed the hugely successful Water Improvement Benefit Area No. 1 Project.

We invite you to visit our website at [mrbgroup.com](http://mrbgroup.com) to view our full range of services offered.

The expanded services offered by MRB Group are numerous, including:

- Architectural Services
- GIS Mapping
- Grant Writing and Grant Administration
- Planning, Development Review and Asset Management

We look forward to our continuing relationship and serving the community.

Sincerely,



Paul R. Chatfield, P.E.

Copies by Email Only to:

Michele Smith, Town Clerk  
Michael Johnson, Town Highway Superintendent



PO Box 2581  
Liverpool, New York 13089  
585.215.1330  
LocalGovSupport.com

December 11, 2023

Ernest Haywood, Supervisor  
Town of Bergen  
10 Hunter Street  
Bergen, NY 14416

Dear Supervisor Haywood:

We are pleased to submit the following engagement letter for accounting services in the Town of Bergen. This letter, along with Attachment A, will outline our understanding of the terms and conditions of this engagement and the nature and limitation of the services we will provide.

### **Scope of Services**

We will provide the following services:

#### **Annual Accounting Support – Fiscal Year 2024**

1. Monthly bookkeeping, including voucher review and support – this includes up to 3 user access to AccuFund accounting system with ability to research historical information, print vouchers and abstract reports, as well as other financial reports.
2. Consult with and assist Town personnel responsible for the detail monthly preparation of abstracts, payroll, and receipts
3. Post monthly cash receipts and payroll entries
4. Monthly reconciling and reporting
5. Annual 1099 preparation and filing
6. Closing the accounting records at year end from cash basis to modified accrual.
7. Preparation of Annual Update Document and notes that explain the content of the report.
8. Support responding to NYS OSC AUD review
9. Assistance with preparation of annual budgets and complying with NYS Tax Cap filings

### **Access to Documents/Information**

In order for us to efficiently and properly complete the Services hereunder, we may require access to the following documents and information concerning your organization:

- Remote read-only access to bank accounts
- Access to budgets and minutes
- Access to contracts and invoices
- Access to NYS electronic reporting
- Access to abstracts, vouchers, invoices and other accounting data
- Copies of grants, bonds and other debt related transactions
- Copies of other basic documents reflecting your financial transactions

Failure by your organization to provide all necessary documents and information, and to do so in a timely manner, will impede LGSS's services and may require LGSS to suspend or withdraw from the engagement. You agree and acknowledge that you will be responsible for any effect on the Services, including any losses or errors which may occur, as a result of failure to provide the required documents.

All documentation and information belonging to your organization, which is made known to LGSS as a result of the provision of Services hereunder, shall be held in complete confidence by LGSS and shall not be disclosed to any third-party, except as otherwise required by law.

## **Fees**

### **A. Annual Accounting Support & Services – Town of Bergen**

- Our fee will be \$17,280 for specified services noted under "Scope of Services" from January 1, 2024 -- December 31, 2024. We will bill you in equal monthly installments of \$1,440.00 (Includes access, use and support of AccuFund accounting suite.)

### **B. Review of Justice Court records and Town Clerk records - \$750 fixed fee billed after completion of review**

### **C. Work outside the scope of this engagement**

Work outside the scope of this engagement will be billed monthly at our standard hourly rates (see below):

- |                         |                |
|-------------------------|----------------|
| • Senior Client Manager | \$165 per hour |
| • Client Manager        | \$105 per hour |
| • Payroll Specialist    | \$95 per hour  |
| • Associates            | \$85 per hour  |

## **Our Responsibilities for the Preparation of Reports**

The objective of our engagement is to prepare reports in accordance with accounting principles required by the Office of the New York State Comptroller (the AUD) based on information provided by you.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion, a conclusion, nor provide any assurance on the financial reports.

Our engagement cannot be relied upon to identify or disclose any omissions, including those caused by fraud or error, or to identify or disclose any wrongdoing within the Municipality or noncompliance with laws and regulations

## **Management Responsibilities for the Preparation of Reports**

The engagement to be performed is conducted on the basis that management acknowledges and understands that our role is the preparation of the reports in accordance with accounting principles required by the Office of the New York State Comptroller (the AUD). Management has the following overall responsibilities that are fundamental to our undertaking the engagement:

- 1) The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the reports that are free from material misstatement, whether due to fraud or error.
- 2) The prevention and detection of fraud.
- 3) To ensure that the Town complies with the laws and regulations applicable to its activities.
- 4) The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement to prepare financial reports.
- 5) To provide us with—
  - Documentation, and other related information that is relevant to the preparation and presentation of the financial reports,
  - Additional information that may be requested for the purpose of the preparation of the financial reports, and
  - Unrestricted access to persons within the Town with whom we determine it necessary to communicate.

### **Billing Arrangements**

Our standard practice is to invoice our fees on the 1<sup>st</sup> of the month. Amounts are due and payable upon receipt. If you wish to inquire about your billing or about the services that have been rendered, please call our office immediately upon receipt of the invoice. If no inquiry about the billing is received by LGSS within 10 days of issuance of an invoice, the invoice will automatically be deemed approved by the Municipality. Invoices that are unpaid 45 days past the invoice date are deemed delinquent and we reserve the right to charge interest on the past due amount at the lesser of (a) 1.0% per month or (b) the maximum amount permissible by applicable law. Interest shall accrue from the date the invoice is delinquent.

If an account has fees that are not paid in a timely manner, LGSS also reserves the right to suspend our services, withhold delivery of any deliverables, or withdraw from this engagement entirely. In the event that any collection action is required to collect unpaid balances due to us, you agree to reimburse LGSS for all our costs of collection, including without limitation, attorneys' fees. If LGSS elects to terminate our services for nonpayment, or for any other reason provided for in this Agreement, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our services. You will be obligated to compensate us for all of our time expended, and to reimburse us for all of our out-of-pocket expenses and internal charges incurred, through the date of termination. We know that you understand this concept and employ good fiscal procedures over your collections and, accordingly, we look forward to your cooperation and understanding.

### **Document Retention**

It is LGSS's policy to retain engagement documentation for a period of seven years or three years from the termination of the engagement, whichever is later, after which time we will commence the process of destroying our engagement files. To the extent we accumulate any of the Municipality's original records during the engagement those documents will be promptly returned upon completion of the engagement.

### **Third-Party Claims**

In the event LGSS is required to respond to a subpoena, court order or other legal process for the production of documents and/or testimony relative to information we obtained and/or prepared during the course of our engagement, the Town agrees to compensate us at our standard hourly rates then in effect for the time we expend in connection with such response, and to reimburse us for all out-of-pocket costs incurred.

You agree that any dispute (other than our efforts to collect an outstanding invoice) that may arise regarding the meaning, performance or enforcement of this engagement or any prior engagement that we have performed for you, will, prior to resorting to litigation, be submitted to mediation, and that the parties will engage in the mediation process in good faith once a written request to mediate has been given by any party to the engagement. Any mediation initiated as a result of this engagement shall be administered within the county of Monroe and state of New York by NAM (National Arbitration and Mediation Inc.), according to its mediation rules, and any ensuing litigation shall be conducted within said county, according to New York State law. The results of any such mediation shall be binding only upon agreement of each party to be bound. The costs of any mediation proceeding shall be shared equally by the participating parties.

Similarly, in the event we become obligated to pay any judgment, fine, penalty or similar award or sanction; agree to pay any amount in settlement; and/or incur any costs, as a result of any claim, investigation or other proceeding instituted by any third party, including any governmental or quasi-governmental body, and if such obligation is a direct or indirect result of any inaccurate or incomplete information provided to us by the Town, whether intentionally or negligently, and not any failure on LGSS's part to comply with professional standards, the Town shall indemnify and defend us against all such obligations, agreements and/or costs, including payment of all attorneys' fees incurred by LGSS.



We appreciate the opportunity to provide you this unique opportunity for both your organization and our firm. We believe that it will ultimately prove beneficial for both parties. If you have any questions or would like additional information please don't hesitate to call.

Very truly yours,

**LOCAL GOVERNMENT SUPPORT SERVICES, LLC**



By: \_\_\_\_\_  
Tina M DeNigro, CEO

**TOWN OF BERGEN**

By: \_\_\_\_\_  
Ernest Haywood, Supervisor

Date: \_\_\_\_\_

disclosure of confidential information.

8. Electronic Transmission. This Agreement may be transmitted in electronic format and shall not be denied legal effect solely because it was formed or transmitted, in whole or in part, by electronic record; however, this Agreement must then remain capable of being retained and accurately reproduced, from time to time, by electronic record by the parties to this Agreement and all other persons or entities required by law. An electronically transmitted signature to this Agreement will be deemed an acceptable original for purposes of consummating this Agreement and binding the party providing such electronic signature.
9. Severability. If any portion of this Agreement, including without limitation any portion of this Agreement addressing dispute resolution, indemnification or limitation of liability, is held to be void, invalid or otherwise unenforceable in whole or in part, for any reason whatsoever, such portion of the Agreement shall be amended to the minimum extent required to make the provision enforceable and the remaining portions of this Agreement shall remain in full force and effect.
10. Independent Contractor. LGSS and you acknowledge that the relationship between the parties to this Agreement are exclusively that of an independent contractor and that LGSS's obligations to you are exclusively contractual in nature. This Agreement does not create an agency, employment, partnership joint venture, trust or other fiduciary relationship between the parties. Neither party shall have the right to bind the other to any Third Party nor otherwise to act in any way as a representative or agent of the other except as otherwise agreed in writing between the parties.
11. Jurisdiction and Venue. This Agreement shall be governed by the laws of the State of New York and any actions or proceedings arising herefrom shall be venued in a court of competent jurisdiction in Monroe County, New York or in the United States District Court for the Western District of New York, located in Rochester, New York.
12. Notices. Any notice or other communication which is required to be given under the terms of this Agreement shall be in writing and shall be delivered personally, or sent by registered mail, or by certified mail return receipt requested. Any notice which is mailed shall be deemed to have been given on the second business day after the day of mailing (not counting the day mailed), irrespective of the date of receipt. Notices may be signed and given by the attorney for the party sending the notice. A new address may be designated by notice.

**If to LGSS:**

Local Government Support Services LLC  
Attn: Tina DeNigro  
PO Box 2581  
Liverpool, NY 13089

**If to Town:**

Town of Bergen  
Attn: Ernest Haywood  
10 Hunter St., PO Box 249  
Bergen, NY 14416

13. Legal Counsel. Both parties acknowledge and agree that they participated equally in the review and negotiation of this Agreement and that both parties had the opportunity to seek legal counsel and review of this Agreement and the party's obligations hereunder. Therefore, if there is any dispute over any term of this Agreement, there shall be no presumption in favor of or against either party as the drafter.
14. Entire Agreement. The Engagement Letter and this Attachment "A" between LGSS and the Municipality set forth the entire agreement between the parties with respect to the subject matter herein, superseding all prior agreements, negotiations or understandings, whether oral or written, with respect to such subject matter. However, to the extent that any of the provisions of the Engagement Letter conflict with this Attachment "A", this Attachment "A" will control. This Agreement may not be changed, modified or waived in whole or part except by an instrument in writing signed by both parties.

## ATTACHMENT "A" TO LGSS ENGAGEMENT LETTER

### TERMS AND CONDITIONS

1. Term and Termination. Each party shall have the right to terminate this Agreement at any time by giving written notice to the other party not less than thirty (30) days before the effective date of termination. In addition, LGSS may terminate the Agreement immediately if LGSS reasonably determines that LGSS is unable to perform the Services in accordance with applicable professional standards or applicable law, in the event of non-payment by the Municipality for the Services rendered, or in the event of insolvency or bankruptcy by the Municipality. In the event of termination pursuant to this paragraph, the Municipality agrees to compensate LGSS for Services performed and expenses incurred through the effective date of termination, whether the Services have been completed.
2. Indemnification and Limitation of Liability. In addition to the obligations set forth in the Engagement Letter provision entitled "Third Party Claims", the Municipality agrees to indemnify, hold harmless and defend LGSS and its members, partners, employees and agents from and against any and all claims, liabilities or expenses relating to the Services (collectively, the "Claims") in contract, statute or tort. You agree that the LGSS shall not be liable to you for any Claims in contract, statute or tort for an aggregate amount in excess of the fees paid by you to LGSS pursuant to this Agreement, except to the extent finally judicially determined to have resulted from the gross negligence or intentional misconduct of any member of the LGSS. In no event shall the LGSS Group be liable for consequential, special, indirect, incidental, punitive or exemplary losses or damages relating to this Agreement. You further agree to release, hold harmless and indemnify any and all members of LGSS from any liability and costs relating to our Services under this Agreement attributable to any misrepresentations by you. These indemnification, hold harmless and limitation on liability provisions shall apply to the fullest extent of the law, whether in contract, statute, tort or otherwise.
3. Third Parties and Internal Use. Except as otherwise agreed, all Services hereunder shall be solely for your internal purposes and use, and this engagement does not create privity between LGSS and any person or party other than you ("Third Party"). This engagement is not intended for the express or implied benefit of any Third Party. No Third Party is entitled to rely, in any manner or for any purpose, on the advice, opinions, reports or other Services of LGSS. You are, however, authorized to disclose any and all aspects of our advice, opinions, reports or other Services to any persons without limitation. Since our advice, opinions, reports or other Services are solely for your benefit and are not to be relied upon by others, you must inform anyone to whom you make disclosures that they may not rely upon our advice, opinions or reports without our written consent.
4. Information and Data. LGSS shall be entitled to rely on and assume, without independent verification, that all representations, assumptions, information and data supplied by you and your representatives will be complete and accurate to the best of your knowledge. LGSS may use information and data furnished by others; however, LGSS shall not be responsible for, and LGSS shall provide no assurance regarding, the accuracy or completeness of any such information or data. Except as specifically provided, LGSS shall not assume any responsibility for any financial reporting with respect to the Services provided hereunder. You shall be responsible for all financial information and reports provided with respect to any Services performed hereunder. LGSS shall have no responsibility to address any legal matters or questions of law or for identifying any errors, fraud or other illegal acts that may exist. The services we provide will be provided in full reliance upon data and information provided by the Municipality or other sources.
5. Advice and Services. The Municipality shall not rely on any LGSS advice, opinions, information, reports and other communications.
6. Power and Authority. Each of the parties hereto has all requisite power and authority to execute and deliver this Agreement and to carry out and perform its respective obligations hereunder. This Agreement constitutes the legal, valid and binding obligations of each party, enforceable against such party in accordance with its terms.
7. Email Communication. In connection with this engagement, we may communicate with you or others via email. As emails can be intercepted, disclosed, used, and/or otherwise communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed, we cannot ensure that emails from us will be properly delivered and read only by the addressee. Therefore, we disclaim and waive any liability for interception or unintentional disclosure of email transmissions, or for the unauthorized use or failed delivery of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage arising from the use of email, including any punitive, consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or

**TOWN OF BERGEN**  
**SUPERVISOR'S PROPOSED ACTIVITIES FOR 2024**

- 1) Water- WIBA #1
  - a) Monitor Sweden connections for billing purposes
  - b) Complete federal single audit for 2023
  
- 2) Parks
  - a) Evaluate potential development of Drews Nature Center
  - b) Continue efforts to secure funds for bathrooms at Robins Brook Park
  
- 3) Supervisor's Office
  - a) Implement Plan of Corrective Actions as necessary in response to Comptroller and Federal Single (water) Audits
  
- 4) Revenue Sharing from the County
  - a) Continue to advocate for Voluntary Distribution funds from County
  
- 5) Cemeteries
  - a) Explore funding opportunities for restoration efforts
  
- 6) Website Redesign
  - a) Re-evaluate web site and consider awarding RFP for website
  
- 7) Continue to Enhance Communication with Residents
  - a) Updates on Facebook and Town Website for ADA Compliance
  
- 8) Building Futures Committee
  - a) Appoint Committee to study the future needs and use of Town facilities (library building, town hall and historian office/museum)

**Post-Issuance Tax Compliance and Continuing Disclosure  
Policies and Procedures  
For Tax-Exempt Notes & Bonds**

The purpose of these Post-Issuance Tax Compliance and Continuing Disclosure Policies and Procedures is to establish policies and procedures in connection with tax-exempt notes and bonds, or installment purchase agreements, or other tax-exempt or tax-advantaged debt obligations (referred to herein in each case as the “Bonds”) issued by, or on behalf of, the TOWN OF BERGEN (the “Issuer”) so as to maximize the likelihood that certain applicable post-issuance requirements of federal income tax law needed to preserve the tax-exempt status of the Bonds are met and so as to likewise maximize the likelihood that certain applicable post-issuance requirements of the federal securities laws Rule, hereinafter defined, are met. The Issuer reserves the right to use its discretion as necessary and appropriate to make exceptions or request additional provisions as circumstances warrant, and as permitted by applicable law. The Issuer also reserves the right to change these policies and procedures from time to time. The Issuer shall review and reconfirm and re-adopt these policies and procedures not less frequently than annually at the same time it adopts or re-adopts its other ongoing policies and procedures.

**Post-Issuance Tax Compliance Requirements**

External Advisors/Documentation

The Issuer shall consult with bond counsel and other legal counsel and with its financial advisor and other advisors, as needed, throughout the Bond issuance process to identify requirements and to establish procedures necessary or appropriate so that the Bonds will continue to qualify for tax-exempt status. Those requirements and procedures shall be documented in the tax arbitrage certificate (the “Arbitrage Certificate”) and/or other documents finalized at or before issuance of the Bonds. Those requirements and procedures shall include future compliance with applicable arbitrage rebate or yield restriction requirements and all other applicable post-issuance requirements of federal tax law throughout (and in some cases beyond) the term of the Bonds.

When authorized or required in the Arbitrage Certificate, the Issuer shall engage expert advisors, which may include the financial advisor to the Issuer (each a “Rebate Service Provider”), to assist in the determination of whether yield restriction is required or in the calculation of arbitrage rebate payable in respect of the investment of Bond proceeds, unless the Arbitrage Certificate documents that arbitrage rebate or yield restriction will not be applicable to an issue of Bonds. When authorized or required by the Arbitrage Certificate, the Issuer shall engage bond counsel for consultation to assist the Issuer in meeting its obligations in the Arbitrage Certificate.

The Issuer shall prepare regular, periodic statements regarding the investments and transactions involving Bond proceeds.

#### Arbitrage Rebate and Yield

Unless the Arbitrage Certificate documents that arbitrage rebate will not be applicable to an issue of Bonds, the Issuer shall be responsible for:

- engaging the services of a Rebate Service Provider and, prior to each rebate calculation date, delivering periodic statements concerning the investment of Bond proceeds to the Rebate Service Provider;
- providing to the Rebate Service Provider additional documents and information reasonably requested by the Rebate Service Provider;
- monitoring efforts of the Rebate Service Provider;
- assuring payment of required rebate amounts, if any, no later than 60 days after each 5-year anniversary of the issuer date of the Bonds, and no later than 60 days after the last Bond of each issue is redeemed;
- during the acquisition and construction period of each capital project financed in whole or in part by Bonds, monitoring the investment and expenditure of Bond proceeds and consulting with the Rebate Service Provider to determine compliance with any applicable small issuer or spending exceptions from the arbitrage rebate requirements during each 6-month spending period up to 6 months, 18 months, 24 months, or 36 months, as applicable, following the issue date of the Bonds; and
- retaining copies of all arbitrage reports and spending or investment statements as described below under "Record Keeping Requirements."

#### Use of Bond Proceeds and Bond-Financed or Refinanced Assets

The Issuer shall be responsible for:

- monitoring the use of Bond proceeds and the use (including, with particular sensitivity, any use or potential for use by any person or entity other than a governmental unit, such as, a private entity or not-for-profit entity) of Bond-financed or refinanced assets (e.g., facilities, furnishings or equipment) throughout the term of the Bonds to ensure compliance with covenants and restrictions set forth in the Arbitrage Certificate relating to the Bonds;
- maintaining records identifying the assets or portion of assets that are financed or

refinanced with proceeds of each issue of Bonds, including a final allocation of Bond proceeds as described below under “Record Keeping Requirements”;

- consulting with bond counsel and other legal counsel and with the financial advisor or other advisors in the review of any contracts or arrangements involving the transfer, or sale, or lease or other use of all or any portion of Bond-financed or refinanced assets to ensure compliance with all covenants and restrictions set forth in the Arbitrage Certificate relating to the Bonds;
- maintaining records for any contracts or arrangements involving the use of Bond-financed or refinanced assets as described below under “Record Keeping Requirements”;
- conferring at least annually with personnel responsible for Bond-financed or refinanced assets to identify and discuss any existing or planned use of Bond-financed or refinanced assets, to ensure that those uses are consistent with all covenants and restrictions set forth in the Arbitrage Certificate relating to the Bonds; and
- to the extent that the Issuer discovers that any applicable tax restrictions regarding use of Bond proceeds and Bond-financed or refinanced assets will or may be violated, consulting promptly with bond counsel and other legal counsel and with the financial advisor or other advisors to determine a course of action to remediate all nonqualified bonds, if such counsel or advisor advises that a remedial action is necessary.

All relevant records and contracts shall be maintained as described below.

#### Due Diligence Monitoring Compliance

The board of the Issuer will identify in writing the appropriate business official(s) or other individual(s) or employee(s) of the Issuer responsible for conducting due diligence review of all outstanding Bonds at regular intervals and will provide a written description of the training provided, or to be provided, to such responsible individual(s) with regard to monitoring compliance and the Issuer shall maintain a record of such training, including the date(s) of attendance and a general description of the training received. The Issuer will assure adequate maintenance of training of the responsible official/employee and will establish such monitoring procedures, with timely reporting to the chief fiscal officer and/or to the Finance Board of the Issuer, reasonably expected to timely identify tax law noncompliance and procedures ensuring that the Issuer will take steps to timely correct any and all discovered noncompliance with the tax law. If the Issuer engages in an activity causing bond-financed property to be used in a manner that violates the applicable use and payment limitations in the internal revenue code, the Issuer may take one or more “self-help” remedial actions. Possible remedial actions include defeasing the non-qualified

portion of the outstanding Bonds or using the amounts realized from a sale of bond-financed property for another qualifying use; and if the Issuer fails to timely identify noncompliance early enough to qualify for self-help remedial actions or for matters in which self-help is not available, the Issuer can approach the IRS under its VCAP program which is described in more detail in IRS Notice 2008-31 and Internal Revenue Manual Sections 7.2.3.

The Issuer is aware of its ability, pursuant to Revenue Service Notice 2008-31, as it may be modified by the IRS from time to time, to request a voluntary closing agreement with the IRS to correct failures on the part of the Issuer to comply with the federal tax rules related to tax-exempt debt issuances.

Whenever possible, monitoring of tax law compliance will be integrated with the Issuer's accounting systems so that those who directly manage Bond-financed or refinanced assets will be prompted to identify relevant facts at the time any changes are contemplated and to communicate such plans to the appropriate finance officials of the Issuer.

#### Record Keeping Requirement

The Issuer shall be responsible for maintaining the following documents for the term of each issue of Bonds (including refunding Bonds, if any) plus at least three years:

- a copy of the Bond closing transcript(s) and other relevant documentation delivered to the Issuer at or in connection with closing of the issue of Bonds;
- a copy of all material documents relating to capital expenditures financed or refinanced by Bond proceeds, including (without limitation) construction contracts, purchase orders, invoices, and payment records, as well as documents relating to costs reimbursed with Bond proceeds and records identifying the assets or portion of assets that are financed or refinanced with Bond proceeds, including a final allocation of Bond proceeds;
- a copy of all contracts and arrangements (such as, leases, subleases, management or other service agreements, research contracts, joint venture arrangements, and the like) involving the use of Bond-financed or refinanced assets;
- a copy of all expenditures of Bond proceeds for project expenses and records of all investments, arbitrage reports and underlying documents, including bank statements and copies of all investment bidding documents, if any;
- a copy of expenditure reimbursements incurred for expenditures paid prior to issuing the Bonds; and
- a copy of audited financial statements.



## Post-Issuance Continuing Disclosure

Under the provisions of SEC Rule 15c2-12 (the "Rule"), Participating Underwriters (as defined in the Rule) are required to determine that each borrower (such as the Issuer) has entered into a written Continuing Disclosure Agreement to make ongoing disclosure in connection with each debt offering subject to the Rule. Unless the Issuer is exempt from compliance with the Rule or the continuing disclosure provisions of the Rule as a result of certain permitted exemptions, the transcript of closing documentation for each issue of related Bonds will include a Continuing Disclosure Agreement executed by the Issuer ("Continuing Disclosure Agreement").

In addition to the responsibilities of the Issuer set forth in each Continuing Disclosure Agreement, in order to monitor compliance by the Issuer with its Continuing Disclosure Agreements, the appropriate business official(s) or other individual(s) or employee(s) of the Issuer, as designated in writing by the board of the Issuer, will:

- A. Assist in the preparation or review of annual reports of financial information and operating data ("Annual Reports") in the form required by the related Continuing Disclosure Agreements.
- B. Maintain a calendar, with appropriate reminder notifications, listing the filing due dates relating to dissemination of Annual Reports, which annual due date is generally expressed as a date within a certain number of days (e.g., 180 days) following the end of the Issuer's fiscal year (the "Annual Report Due Date"), as provided in the related Continuing Disclosure Agreements.
- C. Ensure timely dissemination of the Annual Report by the Annual Report Due Date, in the format and manner provided in the related Continuing Disclosure Agreements, which may include transmitting such filing to the Municipal Securities Rulemaking Board ("MSRB") through the Electronic Municipal Market Access ("EMMA") System at [www.emma.msrb.org](http://www.emma.msrb.org) in the format prescribed by the MSRB.
- D. Monitor the occurrence of any event notice (as described in the Continuing Disclosure Agreements) and timely file notice of the occurrence of any such event in the manner provided under the Continuing Disclosure Agreements. Maintain an ongoing, updated list of all "financial obligations" of the Issuer, as defined in the Rule so as to be in a position to timely file any event notice that may be required by the Rule. To be timely filed, any and all such event notices must be transmitted within 10 business days (or such other time period as set forth in the Continuing Disclosure Agreements) of the occurrence of such event.

- E. Ensure timely dissemination of notice of any failure to provide the required Annual Report on or before the date specified in the Continuing Disclosure Agreement, if and as required by the Continuing Disclosure Agreement, and ensure that each official statement of the Issuer describes any instances in the previous five years in which the Issuer failed to comply, in all material respects, with any previous Continuing Disclosure Agreement.
- F. Monitor the performance of any dissemination agent(s) engaged by the Issuer (which may include the financial advisor to the Issuer) to assist in the performance of any obligation under the Continuing Disclosure Agreements.

The Issuer shall provide, or cause to be provided, periodic training of such business official(s) or other individual(s) or employee(s) of the Issuer regarding continuing disclosure obligations pursuant to the Rule to ensure compliance with the federal securities laws and shall maintain a record such training, including the date(s) of attendance and a general description of the training received.