

*Caroline Town Board Special Meeting Minutes of April 24, 2024*  
*Intermunicipal Agreement on Broadband*

The Town Board Special Meeting related to the Intermunicipal Agreement on Broadband was held hybrid on April 24, 2024, at the Caroline Town Hall, and was called to order at 7:03 p.m. by Supervisor Witmer.

**Attendance:**

Supervisor Mark Witmer  
Councilmember Cal Snow  
Councilmember Tim Murray  
Councilmember Kate Kelley-Mackenzie  
Councilmember Michele Brown

**Recording Secretary:**

Velvet Lyke, Assistant to the Supervisor

**Public Attendance: 1 in-person, and 1 via zoom**

Supr. Witmer opened with the Pledge to the Flag.

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**Resolution 90 of 2024. Authorizing an Intermunicipal Agreement between the Towns of Caroline and Dryden for sharing services pursuant to the New York State Municipal Infrastructure Program.**

**WHEREAS**, the Caroline Town Board wishes to formalize the Town’s working relationship with the Town of Dryden for sharing services pursuant to the New York State Municipal Infrastructure Program; therefore be it

**RESOLVED**, the Caroline Town Board hereby authorizes the Town Supervisor to the sign the following Intermunicipal Agreement with the Town of Dryden:

**INTERMUNICIPAL AGREEMENT**  
**between the**  
**TOWNS of CAROLINE and DRYDEN**  
**for sharing services pursuant to the**  
**New York State Municipal Infrastructure Program**

This Intermunicipal Agreement (Agreement) made this 24th day of April 2024, between the Town of CAROLINE, a municipal corporation with offices at 2668 Slaterville Rd, Slaterville Springs, NY 14881 and the Town of DRYDEN, a municipal corporation with offices at 93 East Main Street, Dryden, NY 13053, (hereafter collectively “the Towns”; hereafter an individual town is referred to as a “Town”).

WHEREAS the Towns wish to work together through a joint application to the New York State ConnectALL Office’s Municipal Infrastructure Program to provide internet service for their

respective residents, and

WHEREAS internet services will be provided in Dryden by the Town of Dryden doing business as Dryden Fiber and in Caroline by the Town of Caroline, and

WHEREAS the Towns wish to set forth their respective responsibilities and liabilities regarding the statements made within the Municipal Infrastructure Program (MIP) grant application,

NOW THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

1. The Towns will cooperate on executing the plans set forth in the application under the MIP program, Consolidated Funding Application (CFA) Application 135207, and in answering all inquiries from the ConnectALL office, and
2. The Towns will be responsible for the costs and local match only for the project's parts which are constructed within their respective jurisdictions, and
3. The Towns will, unless otherwise agreed, provide service only to those customers within their respective jurisdictions, and
4. The Town of Caroline will be a purchaser of wholesale bandwidth, customer service, and network management from the Town of Dryden, may elect to rent space within the Central Office facility owned and operated by the Town of Dryden, and may elect to contract with Dryden Fiber to provide Executive Director services, and
5. Each Town shall secure and maintain such liability insurance and property and vehicle insurance as its Board deems prudent and responsible, with the other Towns named as additional insureds on the liability and vehicle insurance. Each Town waives all rights against the other Towns and their elected officials, public officers, employees, and agents for recovery of damages to the extent these damages are covered by Commercial General Liability, Commercial Umbrella Liability, Business Auto Liability, Professional Liability, Workers' Compensation or Employer's Liability insurance.
6. Except as provided in Section 7, to the fullest extent permitted by law, each of the Towns agrees to defend, indemnify and hold harmless the other Towns (the "Other Parties") and their elected officials, public officers, employees, and agents from and against all claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation reasonable attorney's fees and costs) which any or all of them may incur, resulting from bodily injuries (or death) to any person, damage (including loss of use) to any property, other damages, or contamination of or adverse effects on the environment, caused by the acts or omissions of the indemnifying Town or its employees, agents or subcontractors, with respect to the fiber infrastructure. To the extent one or more of the Other Parties are negligent, the indemnifying Town's indemnification shall not extend to the proportion of loss attributable to the negligence of one or more of the Other Parties.

7. This Agreement shall not be construed by third parties to impose any liability on the Towns or any one of them for any acts or omissions of the Towns or any one of them. Nothing in this Agreement shall be construed to affect the immunities and protections afforded the Towns set forth in New York General Obligations Law §9-103 and such other applicable statutes that may from time to time be enacted.
  
8. This Memorandum of Understanding Intermunicipal Agreement will have a term of three years beginning on the date named above, unless terminated earlier by mutual agreement of the Towns.

TOWN OF CAROLINE

**By:**

**Mark Witmer, Town Supervisor**

**Date**

TOWN OF DRYDEN

**By:**

**Jason Leifer, Town Supervisor**

**Date**

**Discussion:**

C/m. Murray – C/m. Murray wondered if Item 3 will preclude doing a shared service? Witmer confirmed there is flexibility and establishes an important ground rule for sharing services.

C/m. Snow - Asked what would happen if this just didn't work. Sup. Witmer stated that if we receive the grant then the work will be done. He is concerned that it is a lot of money, but the service is needed.

**Motion Carried.**

**Ayes: Witmer, Snow, Murray, Kelley-Mackenzie, Brown**

**Nays: None**

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**County Broadband:**

The Board had a discussion of whether Caroline should be included in the County Grant. The Board is asking the County to modify their resolution to specifically exclude Caroline. The County initiative is directed to provide a study for those underserved and unserved residents while the partnership with Dryden is assisting all Caroline residents.

Matt Mix provided questions about broadband to the Board due to his research these questions have come up.

**Resolution 91 of 2024: Temporary Appointment of Brian Buttner as Zoning/Code Enforcement Officer**

Motion by: Witmer Second: Murray

Whereas the Town Board has appointed Brian Buttner as the interim Town’s Zoning/Code Enforcement Office, at a rate of \$50/hour with mileage reimbursement, as detailed in Mr. Buttner’s employment letter dated April 19, 2024.

Resolved, the Town Board authorizes the temporary hiring of Brian Buttner to the position of Zoning/Code Enforcement Officer for the Town of Caroline.

**Motion Carried.**

**Ayes: Witmer, Snow, Murray, Kelley-Mackenzie, Brown**

**Nays: None**

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**Resolution Procedures:**

Clm. Snow asked if it was general practice that the Board would bring forward a Resolution but would not vote on said Resolution until the next meeting? Clm. Snow feels that if we have a public hearing then we should vote on it at the next meeting.

Sup. Witmer and Clm. Murray feel that if significant items on a public hearing topic came up then the Town Board would not vote at that meeting because changes would most likely be made.

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**Meeting Topics for Agenda Meeting May 1, 2024:**

- ZBA Appointments
  - Resolution on To Amend Flag Policy
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A motion to adjourn the meeting was made by Sup. Witmer and seconded by Clm. Kelley-Mackenzie and carried unanimously at 7:33 p.m.

\_\_\_\_ Meeting Adjourned \_\_\_\_

**Respectfully submitted by Velvet Lyke, Assistant to the Supervisor**