

VILLAGE OF OWEGO  
22 ELM STREET  
OWEGO, NY 13827

**AGENDA**

**Tuesday, January 17, 2023**

**7:00pm**

**Mayor – Mike Baratta, III**

**Clerk-Treasurer Rod M. Marchewka**

**at 22 Elm Street, Owego, NY 13827**

**Join the meeting from your computer, tablet or smartphone**

**<https://global.gotomeeting.com/join/154755341>**

**or you can dial in using your phone**

**(For supported devices, tap a one-touch number below to join instantly)**

**United States: +1 (872)240-3311**

**-One-touch Tel: +18722403311, 154755341#**

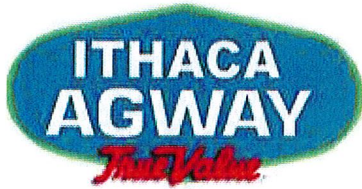
**Access Code: 154-755-341**

<i>Mayor</i>	<i>Mike Baratta</i>	
<i>1st Ward</i>	<i>Ed Morton</i>	<i>Finance/Grants/Insurance</i>
<i>1st Ward</i>	<i>Laura Spencer</i>	<i>OHPC/Grant/Zoning/Planning</i>
<i>2nd Ward</i>	<i>Ron Pelton</i>	<i>WWTP/Personnel</i>
<i>2nd Ward</i>	<i>Charles Plater</i>	<i>Deputy Mayor/DPW/Code Enforcement/Personnel, Fire</i>
<i>3rd Ward</i>	<i>Fran VanHousen</i>	<i>EMS/Cemetery</i>
<i>3rd Ward</i>	<i>Rusty Fuller</i>	<i>Police</i>

**INVOCATION AND PLEDGE OF ALLEGIANCE**

- Public Comment
- Department Head Reports
- Director of Utilities using time on the books to bridge a gap for retirement
  - Resolved, upon Motion by \_\_ and seconded by \_\_, to allow the Director of Utilities to take his sick and vacation time on the books to bridge the gap to retirement.
- Request for increase in burial fees
  - Resolved, upon Motion by \_\_ and seconded by \_\_, to allow an increase in burial fees from \$500.00 to \$800.00 for full body burials and from \$250.00 to \$450.00 for ash burials.
- Purchase 31 HP Kawasaki FX w/60"TF deck and trimmer rack
  - Resolved, upon Motion by \_\_ and seconded by \_\_, to approve DPW purchasing a 31 HP Kawasaki FX w/60" TF Deck and trimmer rack using ARPA funds not to exceed \$11,700.00.
- Discussion on Belva Lockwood Lane
- Resolution to set public hearings on Chapters 92 and 98 of the Village Code
  - Resolved, upon Motion by \_\_ and seconded by \_\_, to set a public hearing for LOCAL LAW NO. 1 OF THE YEAR 2023, a LOCAL LAW REPEALING CHAPTER 98 OF THE VILLAGE OF OWEGO CODE ENTITLED "BUILDINGS UNSAFE".
  - Resolved, upon Motion by \_\_ and seconded by \_\_, to set a public hearing for adoption of the uniform code updates, LOCAL LAW NO. 2 OF 2023 REPEALING AND REPLACING CHAPTER 92 OF THE VILLAGE CODE ENTITLED "BUILDING CODE ADMINISTRATION"

- Approval of the 2023 Amended Municipal Cooperative Agreement
  - Resolved, upon Motion by \_\_ and seconded by \_\_, to approve the 2023 Amended Municipal Cooperative Agreement for the Greater Tompkins County Municipal Health Insurance Consortium and allow the mayor to sign the agreement.
- Treasurer's Report
  - Resolved, upon Motion by \_\_ and seconded by \_\_, to approve the Treasurer's Report as submitted by the Clerk Treasurer for the month of December 2022.
- Minutes
  - Resolved, upon Motion by \_\_ and seconded by \_\_, to approve the board of trustee's minutes of January 3, 2023 as presented/amended by the clerk-treasurer.
- Trustee Reports
- Communications
- Mayor's Report
- Public Comment



Downtown - Ithaca Agway  
True Value Farm & Home Center  
213 South Fulton Street  
Ithaca NY 14850  
(607) 272-1848



## QUOTE

2301-263967

PAGE 1 OF 1

SOLD TO
VILLAGE OF OWEGO- HIGHWAY DEPT 70 DELPHINE STREET OWEGO NY 13827

JOB ADDRESS
VILLAGE OF OWEGO- HIGHWAY DEPT 70 DELPHINE STREET OWEGO NY 13827 607 6872641

ACCOUNT	JOB
6872641	0
CREATED ON	01/09/2023
EXPIRES ON	01/23/2023
BRANCH	2000
CUSTOMER PO#	
STATION	I1
CASHIER	AB
SALESPERSON	
ORDER ENTRY	AB
MODIFIED BY	

Using  
ARPA \$

Item	Description	HAZ	D	Quantity	U/M	Price	Per	Amount
74055	TORO 31 HP Kawasaki FX w/ 60" TF Deck			1	EA	11538.3800	EA	11,538.38
82051236	Voodoo Trac Tires trimmer trap trimmer rack			1	EA	149.0000	EA	149.00
						Subtotal	11,687.38	
						TOMP 8.00% EXE: 009 Sales Tax	0.00	
						Total	11,687.38	

Buyer:

Signature

**VILLAGE OF OWEGO  
LOCAL LAW NO.    OF THE YEAR 2023**

**A LOCAL LAW REPEALING CHAPTER 98 OF THE  
VILLAGE CODE ENTITLED “BUILDINGS, UNSAFE”**

Be it enacted by the Village Board of the Village of Owego as follows:

Section 1.      Chapter 98 of the Village Code entitled “Buildings, Unsafe” shall hereby be repealed and deleted in its entirety.

Section 2.      Remainder

Except as hereinabove amended, the remainder of the Code of the Village of Owego shall remain in full force and effect.

Section 3.      Severability

Should any section or provisions of this Local Law be declared by any Court to be unconstitutional or invalid, such declaration shall not affect the validity of this Local Law in whole or any thereof, other than the part so declared unconstitutional or invalid.

Section 4.      Effective Date

This Local Law shall become effective upon filing with the Secretary of State.

**VILLAGE OF OWEGO**  
**LOCAL LAW NO. \_\_\_\_ OF 20 \_\_\_\_**

**A LOCAL LAW REPEALING AND REPLACING CHAPTER 92 OF THE  
VILLAGE CODE ENTITLED “BUILDING CODE ADMINISTRATION”**

Be it enacted by the Village Board of the Village of Owego as follows:

Section 1. Chapter 92 of the Village Code is hereby repealed and replaced as follows:

**§ 92-1 Purpose and Intent.**

This chapter provides for the administration and enforcement of the New York State Uniform Fire Prevention and Building Code (the Uniform Code) and the State Energy Conservation Construction Code (the Energy Code) in the Village of Owego (“Village”). This chapter is adopted pursuant to Section 10 of the Municipal Home Rule Law. Except as otherwise provided in the Uniform Code, the Energy Code, or other state law, all buildings, structures, and premises, regardless of use or occupancy, are subject to the provisions this chapter.

**§ 92-2 Definitions.**

In this chapter:

**ASSEMBLY AREA**

An area in any building, or in any portion of a building, that is primarily used or intended to be used for gathering fifty or more persons for uses including, but not limited to, amusement, athletic, entertainment, social, or other recreational functions; patriotic, political, civic, educational, or religious functions; food or drink consumption; awaiting transportation; or similar purposes.

**BUILDING PERMIT**

A building permit, construction permit, demolition permit, or other permit that authorizes the performance of work. The term “Building Permit” shall also include a Building Permit which is renewed, amended, or extended pursuant to any provision of this chapter.

**CERTIFICATE OF COMPLIANCE**

A document issued by the Town stating that work was done in compliance with approved construction documents and the Codes.

**CERTIFICATE OF OCCUPANCY**

A document issued by the Town certifying that the building or structure, or portion thereof, complies with the approved construction documents that have been submitted to, and approved by the Town, and indicating that the building or structure, or portion thereof, is in a condition suitable for occupancy.

**CODE ENFORCEMENT OFFICER**

The Code Enforcement Officer appointed pursuant to subdivision (b) of section 3 of this chapter.

**CODE ENFORCEMENT PERSONNEL**

The Code Enforcement Officer and all Inspectors.

**CODES**

The Uniform Code and Energy Code.

**ENERGY CODE**

The New York State Energy Conservation Construction Code adopted pursuant to Article 11 of the Energy Law.

**FCNYS**

The 2020 Fire Code of New York State as currently incorporated by reference in 19 NYCRR Part 1225.

**FIRE SAFETY AND PROPERTY MAINTENANCE INSPECTION**

An inspection performed to determine compliance with the applicable provisions of 19 NYCRR Part 1225 and the publications incorporated therein by reference and the applicable provisions of 19 NYCRR Part 1226 and the publications incorporated therein by reference.

**HAZARDOUS PRODUCTION MATERIALS**

A solid, liquid, or gas associated with semiconductor manufacturing that has a degree-of-hazard rating in health, flammability, or instability of Class 3 or 4, as ranked by NFPA 704 (Standard Systems for Identification of the Hazards of Materials for Emergency Response), and which is used directly in research, laboratory, or production processes which have, as their end product, materials that are not hazardous.

**INSPECTOR**

An inspector appointed pursuant to subdivision (d) of section 3 of this chapter.

**MOBILE FOOD PREPARATION VEHICLES**

Vehicles that contain cooking equipment that produces smoke or grease-laden vapors for the purpose of preparing and serving food to the public. Vehicles intended for private recreation shall not be considered mobile food preparation vehicles.

**OPERATING PERMIT**

A permit issued pursuant to section 10 of this chapter. The term "Operating Permit" shall also include an Operating Permit which is renewed, amended, or extended pursuant to any provision of this chapter.

**ORDER TO REMEDY**

An order issued by the Code Enforcement Officer pursuant to subdivision (a) of section 17 of this chapter.

**PERMIT HOLDER**

The Person to whom a Building Permit has been issued.

**PERSON**

An individual, corporation, limited liability company, partnership, limited partnership, business trust, estate, trust, association, or any other legal or commercial entity of any kind or description.

**PMCNYS**

The 2020 Property Maintenance Code of New York State as currently incorporated by reference in 19 NYCRR Part 1226.

**RCNYS**

The 2020 Residential Code of New York State as currently incorporated by reference in 19 NYCRR Part 1220.

**REPAIR**

The reconstruction, replacement, or renewal of any part of an existing building for the purpose of its maintenance or to correct damage.

**STOP WORK ORDER**

An order issued pursuant to section 6 of this chapter.

**SUGARHOUSE**

A building used, in whole or in part, for the collection, storage, or processing of maple sap into maple syrup and/or maple sugar.

**TEMPORARY CERTIFICATE OF OCCUPANCY**

A certificate issued pursuant to subdivision (d) of section 7 of this chapter.

**UNIFORM CODE**

The New York State Uniform Fire Prevention and Building Code, Subchapter A of Chapter XXXIII of Title 19 of the NYCRR, adopted pursuant to Article 18 of the Executive Law.

**VILLAGE**

The Village of Owego.

**§ 92-3 Code Enforcement Officer and Inspectors.**

(a) The Office of Code Enforcement Officer is hereby created. The Code Enforcement Officer shall administer and enforce all the provisions of the Uniform Code, the Energy Code, and this chapter. The Code Enforcement Officer shall have the following powers and duties:

- (1) to receive, review, and approve or disapprove applications for Building Permits, Certificates of Occupancy, Certificates of Compliance, Temporary Certificates of Occupancy, and Operating Permits, and the plans, specifications, and construction documents submitted with such applications;
- (2) upon approval of such applications, to issue Building Permits, Certificates of Occupancy, Certificates of Compliance, Temporary Certificates of Occupancy, and Operating Permits, and to include in terms and conditions as the Code Enforcement Officer may

determine to be appropriate Building Permits, Certificates of Occupancy, Certificates of Compliance, Temporary Certificates of Occupancy, and Operating Permits;

- (3) to conduct construction inspections; inspections to be made prior to the issuance of Certificates of Occupancy, Certificates of Compliance, Temporary Certificates of Occupancy, and Operating Permits; fire safety and property maintenance inspections; inspections incidental to the investigation of complaints; and all other inspections required or permitted under any provision of this chapter;
  - (4) to issue Stop Work Orders;
  - (5) to review and investigate complaints;
  - (6) to issue orders pursuant to subdivision (a) of section 17 (Violations) of this chapter;
  - (7) to maintain records;
  - (8) to collect fees as set by the Village Board of this Village;
  - (9) to pursue administrative enforcement actions and proceedings;
  - (10) in consultation with this Village's attorney, to pursue such legal actions and proceedings as may be necessary to enforce the Uniform Code, the Energy Code, and this chapter, or to abate or correct conditions not in compliance with the Uniform Code, the Energy Code, or this chapter; and
  - (11) to exercise all other powers and fulfill all other duties conferred upon the Code Enforcement Officer by this chapter.
- (b) The Code Enforcement Officer shall be appointed by the Village Board of the Village of Owego. The Code Enforcement Officer shall possess background experience related to building construction or fire prevention and shall, within the time prescribed by law, obtain such basic training, in-service training, advanced in-service training, and other training as the State of New York shall require for code enforcement personnel, and the Code Enforcement Officer shall obtain certification from the Department of State pursuant to the Executive Law and the regulations promulgated thereunder.
- (c) In the event that the Code Enforcement Officer is unable to serve as such for any reason, another individual shall be appointed by the Village Board of the Village of Owego to serve as Acting Code Enforcement Officer. The Acting Code Enforcement Officer shall, during the term of their appointment, exercise all powers and fulfill all duties conferred upon the Code Enforcement Officer by this chapter.
- (d) One or more Inspectors may be appointed the Village Board of the Village of Owego to act under the supervision and direction of the Code Enforcement Officer and to assist the Code Enforcement Officer in the exercise of the powers and fulfillment of the duties conferred upon the Code Enforcement Officer by this chapter. Each Inspector shall, within the time prescribed by law, obtain such basic training, in-service training, advanced in-service training, and other



training as the State of New York shall require for code enforcement personnel, and each Inspector shall obtain certification from the Department of State pursuant to the Executive Law and the regulations promulgated thereunder.

- (e) The compensation for the Code Enforcement Officer and Inspectors shall be fixed from time to time by the Village Board of this Village.

#### **§ 92-4 Building Permits.**

- (a) Building Permits Required. Except as otherwise provided in subdivision (b) of this section, a Building Permit shall be required for any work which must conform to the Uniform Code and/or the Energy Code, including, but not limited to, the construction, enlargement, alteration, improvement, removal, relocation, or demolition of any building or structure or any portion thereof, and the installation of a solid fuel burning heating appliance, chimney, or flue in any dwelling unit. No Person shall commence any work for which a Building Permit is required without first having obtained a Building Permit from the Village.
- (b) Exemptions. No Building Permit shall be required for work in any of the following categories:
  - (1) construction or installation of one-story detached structures associated with one- or two-family dwellings or multiple single-family dwellings (townhouses), which are used for tool and storage sheds, playhouses, or similar uses, provided the gross floor area does not exceed 144 square feet;
  - (2) construction of temporary sets and scenery associated with motion picture, television, and theater uses;
  - (3) installation of window awnings supported by an exterior wall of a one- or two-family dwelling or multiple single-family dwellings (townhouses);
  - (4) installation of partitions or movable cases less than 5'-9" in height;
  - (5) painting, wallpapering, tiling, carpeting, or other similar finish work;
  - (6) installation of listed portable electrical, plumbing, heating, ventilation or cooling equipment or appliances;
  - (7) replacement of any equipment provided the replacement does not alter the equipment's listing or render it inconsistent with the equipment's original specifications; or
  - (8) repairs, provided that the work does not have an impact on fire and life safety, such as (i) any part of the structural system; (ii) the required means of egress; or (iii) the fire protection system or the removal from service of any part of the fire protection system for any period of time.
- (c) Exemption not deemed authorization to perform non-compliant work. The exemption from the requirement to obtain a building permit for work in any category set forth in subdivision (b) of this section shall not be deemed an authorization for work to be performed in violation of the

Uniform Code or the Energy Code.

- (d) Applications for Building Permits. Applications for a Building Permit shall be made in writing on a form provided by or otherwise acceptable to the Code Enforcement Officer. The application shall be signed by the owner of the property where the work is to be performed or an authorized agent of the owner. The application shall include such information as the Code Enforcement Officer deems sufficient to permit a determination by the Code Enforcement Officer that the intended work complies with all applicable requirements of the Uniform Code and the Energy Code. The application shall include or be accompanied by the following information and documentation:
- (1) a description of the location, nature, extent, and scope of the proposed work;
  - (2) the tax map number and the street address of any affected building or structure;
  - (3) the occupancy classification of any affected building or structure;
  - (4) where applicable, a statement of special inspections prepared in accordance with the provisions of the Uniform Code; and
  - (5) at least 2 sets of construction documents (drawings and/or specifications) which (i) describe the location, nature, extent, and scope of the proposed work; (ii) show that the proposed work will conform to the applicable provisions of the Codes; (iii) show the location, construction, size, and character of all portions of the means of egress; (iv) show a representation of the building thermal envelope; (v) show structural information including but not limited to braced wall designs, the size, section, and relative locations of structural members, design loads, and other pertinent structural information; (vi) show the proposed structural, electrical, plumbing, mechanical, fire-protection, and other service systems of the building; (vii) include a written statement indicating compliance with the Energy Code; (viii) include a site plan, drawn to scale and drawn in accordance with an accurate boundary survey, showing the size and location of new construction and existing structures and appurtenances on the site, distances from lot lines, the established street grades and the proposed finished grades, and, as applicable, flood hazard areas, floodways, and design flood elevations; and (ix) evidence that the documents were prepared by a licensed and registered architect in accordance with Article 147 of the New York State Education Law or a licensed and registered professional engineer in accordance with Article 145 of the New York State Education Law and practice guidelines, including but not limited to the design professional's seal which clearly and legibly shows both the design professional's name and license number and is signed by the design professional whose name appears on the seal in such a manner that neither the name nor the number is obscured in any way, the design professional's registration expiration date, the design professional's firm name (if not a sole practitioner), and, if the documents are submitted by a professional engineering firm and not a sole practitioner professional engineer, the firm's Certificate of Authorization number.
- (e) Construction documents. Construction documents will not be accepted as part of an application for a Building Permit unless they satisfy the requirements set forth in paragraph (5) of subdivision (d) of this section. Construction documents which are accepted as part of the application for a Building Permit shall be marked as accepted by the Code Enforcement Officer in writing or by stamp, or in the case of

electronic media, an electronic marking. One set of the accepted construction documents shall be retained by the Code Enforcement Officer, and one set of the accepted construction documents shall be returned to the applicant to be kept at the work site so as to be available for use by the Code Enforcement Personnel. However, the return of a set of accepted construction documents to the applicant shall not be construed as authorization to commence work, nor as an indication that a Building Permit will be issued. Work shall not be commenced until and unless a Building Permit is issued.

- (f) Issuance of Building Permits. An application for a Building Permit shall be examined to ascertain whether the proposed work is in compliance with the applicable requirements of the Uniform Code and Energy Code. The Code Enforcement Officer shall issue a Building Permit if the proposed work is in compliance with the applicable requirements of the Uniform Code and Energy Code.
- (g) Building Permits to be displayed. Building permits shall be visibly displayed at the work site and shall remain visible until the authorized work has been completed.
- (h) Work to be in accordance with construction documents. All work shall be performed in accordance with the construction documents which were submitted with and accepted as part of the application for the Building Permit. The Building Permit shall contain such a directive. The Permit Holder shall immediately notify the Code Enforcement Officer of any change occurring during the course of the work. The Building Permit shall contain such a directive. If the Code Enforcement Officer determines that such change warrants a new or amended Building Permit, such change shall not be made until and unless a new or amended Building Permit reflecting such change is issued.
- (i) Time limits. Building Permits shall become invalid unless the authorized work is commenced within 6 months following the date of issuance. Building Permits shall expire 12 months after the date of issuance. A Building Permit which has become invalid or which has expired pursuant to this subdivision may be renewed upon application by the Permit Holder, payment of the applicable fee, and approval of the application by the Code Enforcement Officer.
- (j) Revocation or suspension of Building Permits. If the Code Enforcement Officer determines that a Building Permit was issued in error because of incorrect, inaccurate, or incomplete information, or that the work for which a Building Permit was issued violates the Uniform Code or the Energy Code, the Code Enforcement Officer shall revoke the Building Permit or suspend the Building Permit until such time as the Permit Holder demonstrates that (1) all work then completed is in compliance with all applicable provisions of the Uniform Code and the Energy Code and (2) all work then proposed to be performed shall be in compliance with all applicable provisions of the Uniform Code and the Energy Code.
- (k) Fee. The fee specified in or determined in accordance with the provisions set forth in section 18 (Fees) of this local law must be paid at the time of submission of an application for a Building Permit, for an amended Building Permit, or for renewal of a Building Permit.

#### **§ 92-5 Construction Inspections.**

- (a) Work to remain accessible and exposed. Work shall remain accessible and exposed until inspected and accepted by the Code Enforcement Officer or by an Inspector authorized by the Code Enforcement Officer. The Permit Holder shall notify the Code Enforcement Officer when any element of work described in subdivision (b) of this section is ready for inspection.
- (b) Elements of work to be inspected. The following elements of the construction process shall be

inspected, where applicable:

- (1) work site prior to the issuance of a Building Permit;
  - (2) footing and foundation;
  - (3) preparation for concrete slab;
  - (4) framing;
  - (5) structural, electrical, plumbing, mechanical, fire-protection, and other similar service systems of the building;
  - (6) fire resistant construction;
  - (7) fire resistant penetrations;
  - (8) solid fuel burning heating appliances, chimneys, flues, or gas vents;
  - (9) inspections required to demonstrate Energy Code compliance, including but not limited to insulation, fenestration, air leakage, system controls, mechanical equipment size, and, where required, minimum fan efficiencies, programmable thermostats, energy recovery, whole-house ventilation, plumbing heat traps, and high-performance lighting and controls;
  - (10) installation, connection, and assembly of factory manufactured buildings and manufactured homes; and
  - (11) a final inspection after all work authorized by the Building Permit has been completed, a final inspection after all work authorized by the Building Permit has been completed.
- (c) Remote inspections. At the discretion of the Code Enforcement Officer or Inspector authorized to perform construction inspections, a remote inspection may be performed in lieu of an in-person inspection when, in the opinion of the Code Enforcement Officer or such authorized Inspector, the remote inspection can be performed to the same level and quality as an in-person inspection and the remote inspection shows to the satisfaction of the Code Enforcement Officer or by such authorized Inspector that the elements of the construction process conform with the applicable requirements of the Uniform Code and Energy Code. Should a remote inspection not afford the Code Enforcement Officer or such authorized Inspector sufficient information to make a determination, an in-person inspection shall be performed.
- (d) Inspection results. After inspection, the work or a portion thereof shall be noted as satisfactory as completed, or the Permit Holder shall be notified as to the manner in which the work fails to comply with the Uniform Code or Energy Code, including a citation to the specific code provision or provisions that have not been met. Work not in compliance with any applicable provision of the Uniform Code or Energy Code shall remain exposed until such work shall have been brought into compliance with all applicable provisions of the Uniform Code and the Energy Code, reinspected, and found satisfactory as completed.

- (e) Fee. The fee specified in or determined in accordance with the provisions set forth in section 18 (Fees) of this chapter must be paid prior to or at the time of each inspection performed pursuant to this section.

#### **§ 92-6 Stop Work Orders.**

- (a) Authority to issue. The Code Enforcement Officer is authorized to issue Stop Work Orders pursuant to this section. The Code Enforcement Officer shall issue a Stop Work Order to halt:
  - (1) any work that is determined by the Code Enforcement Officer to be contrary to any applicable provision of the Uniform Code or Energy Code, without regard to whether such work is or is not work for which a Building Permit is required, and without regard to whether a Building Permit has or has not been issued for such work, or
  - (2) any work that is being conducted in a dangerous or unsafe manner in the opinion of the Code Enforcement Officer, without regard to whether such work is or is not work for which a Building Permit is required, and without regard to whether a Building Permit has or has not been issued for such work, or
  - (3) any work for which a Building Permit is required which is being performed without the required Building Permit, or under a Building Permit that has become invalid, has expired, or has been suspended or revoked.
- (b) Content of Stop Work Orders. Stop Work Orders shall (1) be in writing, (2) be dated and signed by the Code Enforcement Officer, (3) state the reason or reasons for issuance, and (4) if applicable, state the conditions which must be satisfied before work will be permitted to resume.
- (c) Service of Stop Work Orders. The Code Enforcement Officer shall cause the Stop Work Order, or a copy thereof, to be served on the owner of the affected property (and, if the owner is not the Permit Holder, on the Permit Holder) personally or by certified mail. The Code Enforcement Officer shall be permitted, but not required, to cause the Stop Work Order, or a copy thereof, to be served on any builder, architect, tenant, contractor, subcontractor, construction superintendent, or their agents, or any other Person taking part or assisting in work affected by the Stop Work Order, personally or by certified mail; provided, however, that failure to serve any Person mentioned in this sentence shall not affect the efficacy of the Stop Work Order.
- (d) Effect of Stop Work Order. Upon the issuance of a Stop Work Order, the owner of the affected property, the Permit Holder, and any other Person performing, taking part in, or assisting in the work shall immediately cease all work which is the subject of the Stop Work Order, other than work expressly authorized by the Code Enforcement Officer to correct the reason for issuing the Stop Work Order.
- (e) Remedy not exclusive. The issuance of a Stop Work Order shall not be the exclusive remedy available to address any event described in subdivision (a) of this section, and the authority to issue a Stop Work Order shall be in addition to, and not in substitution for or limitation of, the

right and authority to pursue any other remedy or impose any other penalty under section 17 (Violations) of this chapter or under any other applicable local law or State law. Any such other remedy or penalty may be pursued at any time, whether prior to, at the time of, or after the issuance of a Stop Work Order.

**§ 92-7 Certificates of Occupancy and Certificates of Compliance.**

- (a) Certificates of Occupancy and Certificates of Compliance required. A Certificate of Occupancy or Certificate of Compliance shall be required for any work which is the subject of a Building Permit and for all structures, buildings, or portions thereof, which are converted from one use or occupancy classification or subclassification to another. Permission to use or occupy a building or structure, or portion thereof, for which a Building Permit was previously issued shall be granted only by issuance of a Certificate of Occupancy or Certificate of Compliance.
- (b) Issuance of Certificates of Occupancy and Certificates of Compliance. The Code Enforcement Officer shall issue a Certificate of Occupancy or Certificate of Compliance if the work which was the subject of the Building Permit was completed in accordance with all applicable provisions of the Uniform Code and Energy Code and, if applicable, that the structure, building or portion thereof that was converted from one use or occupancy classification or subclassification to another complies with all applicable provisions of the Uniform Code and Energy Code. The Code Enforcement Officer or an Inspector authorized by the Code Enforcement Officer shall inspect the building, structure, or work prior to the issuance of a Certificate of Occupancy or Certificate of Compliance. In addition, where applicable, the following documents, prepared in accordance with the provisions of the Uniform Code by such person or persons as may be designated by or otherwise acceptable to the Code Enforcement Officer, at the expense of the applicant for the Certificate of Occupancy or Certificate of Compliance, shall be provided to the Code Enforcement Officer prior to the issuance of the Certificate of Occupancy or Certificate of Compliance:
  - (1) a written statement of structural observations and/or a final report of special inspections,
  - (2) flood hazard certifications,
  - (3) a written statement of the results of tests performed to show compliance with the Energy Code, and
  - (4) where applicable, the affixation of the appropriate seals, insignias, and manufacturer's data plates as required for factory manufactured buildings and/or manufactured homes.
- (c) Contents of Certificates of Occupancy and Certificates of Compliance. A Certificate of Occupancy or Certificate of Compliance shall contain the following information:
  - (1) the Building Permit number, if any;
  - (2) the date of issuance of the Building Permit, if any;
  - (3) the name (if any), address and tax map number of the property;

- (4) if the Certificate of Occupancy or Certificate of Compliance is not applicable to an entire structure, a description of that portion of the structure for which the Certificate of Occupancy or Certificate of Compliance is issued;
  - (5) the use and occupancy classification of the structure;
  - (6) the type of construction of the structure;
  - (7) the occupant load of the assembly areas in the structure, if any;
  - (8) any special conditions imposed in connection with the issuance of the Building Permit; and
  - (9) the signature of the Code Enforcement Officer issuing the Certificate of Occupancy or Certificate of Compliance and the date of issuance.
- (d) Temporary Certificate of Occupancy. The Code Enforcement Officer shall be permitted to issue a Temporary Certificate of Occupancy allowing the temporary occupancy of a building or structure, or a portion thereof, prior to completion of the work which is the subject of a Building Permit. However, in no event shall the Code Enforcement Officer issue a Temporary Certificate of Occupancy unless the Code Enforcement Officer determines (1) that the building or structure, or the portion thereof covered by the Temporary Certificate of Occupancy, may be occupied safely, (2) that any required fire and life safety components, such as fire protection equipment and fire, smoke, carbon monoxide, and heat detectors and alarms are installed and operational, and (3) that all required means of egress from the structure have been provided. The Code Enforcement Officer may include in a Temporary Certificate of Occupancy such terms and conditions as he or she deems necessary or appropriate to ensure the health and safety of the persons occupying and using the building or structure and/or performing further construction work in the building or structure. A Temporary Certificate of Occupancy shall be effective for a period of time, not to exceed 6 months, which shall be determined by the Code Enforcement Officer and specified in the Temporary Certificate of Occupancy. During the specified period of effectiveness of the Temporary Certificate of Occupancy, the Permit Holder shall undertake to bring the building or structure into full compliance with all applicable provisions of the Uniform Code and the Energy Code.
- (e) Revocation or suspension of certificates. If the Code Enforcement Officer determines that a Certificate of Occupancy, Certification of Compliance, or a Temporary Certificate of Occupancy was issued in error or on the basis of incorrect information, and if the relevant deficiencies are not corrected to the satisfaction of the Code Enforcement Officer within such period of time as shall be specified by the Code Enforcement Officer, the Code Enforcement Officer shall revoke or suspend such certificate.
- (f) Fee. The fee specified in or determined in accordance with the provisions set forth in section 18 (Fees) of this chapter must be paid at the time of submission of an application for a Certificate of Occupancy, Certificate of Compliance, or for Temporary Certificate of Occupancy.

#### **§ 92-8 Notification Regarding Fire or Explosion.**

The chief of any fire department providing firefighting services for a property within this Village shall promptly notify the Code Enforcement Officer of any fire or explosion involving any structural damage, fuel burning appliance, chimney, or gas vent.

#### **§ 92-9 Unsafe Buildings, Structures, and Equipment and Conditions of Imminent Danger.**

Unsafe buildings, structures, and equipment and conditions of imminent danger in this Village shall be identified and addressed in accordance with the following procedures.

- (1) The Code Enforcement Officer shall report recommendations for repair or demolition of the structure in a written report to the Village Board.
- (2) The Village Board shall consider the report, and if it decides to proceed, schedule a public hearing. Notice of the public hearing shall be published and provided to the property owner by personal service pursuant to the New York Civil Practice Law and Rules at least 10 days before the date of the hearing.
- (3) The Village Board may contract with an engineer or architect to inspect the structure and make recommendations to the Village Board.
- (4) If, after the public hearing, the Village Board determines that the structure can safely be repaired, it may order the property owner to repair the structure within the time frame set forth in the order. If the Village Board determines that the structure cannot safely be repaired, and should be demolished and removed, the Village Board may order such demolition and removal within the time frame set forth in the order.
- (5) Subject to the provisions of Subsection (6) below, if the property owner fails to repair or demolish and remove the structure within the time period set forth in the Village Board's order, the Village Board may issue a directive that the Village cause the structure to be repaired or demolished and removed, and bill the property owner for the reasonable direct cost of such repair or demolition and removal, plus legal costs and administrative costs of the Village for administering, supervising and handling such work in accordance with the provisions of this chapter.
- (6) Prior to issuing a directive that the Village cause the structure to be repaired or demolished and removed, the Village shall apply to the Supreme Court of Broome County for an order pursuant to this chapter, declaring: (1) that the structure is in need of repair or demolition and removal; (2) that the Village may repair or demolish and remove the structure; (3) determining the cost of such repair or demolition and removal that will be billed to the property owner pursuant to this chapter; and (4) granting a judgment against the property owner in the amount to be billed to the property owner. If the property owner refuses to grant the Village and its representatives access to the structure and the Village is unable to obtain access pursuant to other provisions of law, the Village may seek an order pursuant to this chapter directing the property owner to give the Village and its representatives access to the structure for purposes of determining whether the structure can safely be repaired or should be demolished and removed.



- (7) If the sum stated in the bill is not paid within 30 days after mailing thereof to the property owner, the Village may file a certificate with the Broome County Department of Assessment stating the cost of repair or demolition and removal and administrative costs to the Village, as detailed in the bill, together with a statement identifying the property and property owner. The Broome County Department of Assessment shall in the preparation of the next assessment roll assess such unpaid costs upon such property. Such amount shall be included as a special ad valorem levy (administered as a move tax) against such property, shall constitute a lien, and shall be collected and enforced in the same manner, by the same proceedings, at the same time, and under the same penalties as are provided by law for collection and enforcement of real property taxes in the Village of Owego. The assessment of such costs shall be effective even if the property would otherwise be exempt from real estate taxation.

#### **§ 92-10 Operating Permits.**

- (a) Operation Permits required. Operating Permits shall be required for conducting any process or activity or for operating any type of building, structure, or facility listed below:
- (1) manufacturing, storing, or handling hazardous materials in quantities exceeding those listed in the applicable Maximum Allowable Quantity tables found in Chapter 50 of the FCNYS;
  - (2) buildings, structures, facilities, processes, and/or activities that are within the scope and/or permit requirements of the chapter or section title of the FCNYS as follows:
    - (i) Chapter 22, "Combustible Dust-Producing Operations." Facilities where the operation produces combustible dust;
    - (ii) Chapter 24, "Flammable Finishes." Operations utilizing flammable or combustible liquids, or the application of combustible powders regulated by Chapter 24 of the FCNYS;
    - (iii) Chapter 25, "Fruit and Crop Ripening." Operating a fruit- or crop-ripening facility or conducting a fruit-ripening process using ethylene gas;
    - (iv) Chapter 26, "Fumigation and Insecticidal Fogging." Conducting fumigation or insecticidal fogging operations in buildings, structures, and spaces, except for fumigation or insecticidal fogging performed by the occupant of a detached one-family dwelling;
    - (v) Chapter 31, "Tents, Temporary Special Event Structures, and Other Membrane Structures." Operating an air-supported temporary membrane structure, a temporary special event structure, or a tent where approval is required pursuant to Chapter 31 of the FCNYS;
    - (vi) Chapter 32, "High-Piled Combustible Storage." High-piled combustible storage facilities with more than 500 square feet (including aisles) of high-piled storage;
    - (vii) Chapter 34, "Tire Rebuilding and Tire Storage." Operating a facility that stores in excess of 2,500 cubic feet of scrap tires or tire byproducts or operating a tire rebuilding

plant;

(viii) Chapter 35, "Welding and Other Hot Work." Performing public exhibitions and demonstrations where hot work is conducted, use of hot work, welding, or cutting equipment, inside or on a structure, except an operating permit is not required where work is conducted under the authorization of a building permit or where performed by the occupant of a detached one- or two-family dwelling;

(ix) Chapter 40, "Sugarhouse Alternative Activity Provisions." Conducting an alternative activity at a sugarhouse;

(x) Chapter 56, "Explosives and Fireworks." Possessing, manufacturing, storing, handling, selling, or using, explosives, fireworks, or other pyrotechnic special effects materials except the outdoor use of sparkling devices as defined by Penal Law section 270;

(xi) Section 307, "Open Burning, Recreational Fires and Portable Outdoor Fireplaces." Conducting open burning, not including recreational fires and portable outdoor fireplaces;

(xii) Section 308, "Open Flames." Removing paint with a torch, or using open flames, fire, and burning in connection with assembly areas or educational occupancies; and

(xiii) Section 319, "Mobile Food Preparation Vehicles." Operating a mobile food preparation vehicle in accordance with the permitting requirements established by Local Law, as now in effect or as hereafter amended from time to time.

(3) energy storage systems, where the system exceeds the values shown in Table 1206.1 of the FCNYS or exceeds the permitted aggregate ratings in section R327.5 of the RCNYS.

(4) buildings containing one or more assembly areas;

(5) outdoor events where the planned attendance exceeds 1,000 persons;

(6) facilities that store, handle or use hazardous production materials;

(7) parking garages as defined in subdivision (a) of section 13 of this chapter;

(8) buildings whose use or occupancy classification may pose a substantial potential hazard to public safety, as determined by resolution adopted by the Village Board of this Village; and

(9) other processes or activities or for operating any type of building, structure, or facility as determined by resolution adopted by the Village Board of this Village. Any person who proposes to undertake any activity or to operate any type of building listed in this subdivision (a) shall be required to obtain an Operating Permit prior to commencing such activity or operation.

(b) Applications for Operating Permits. An application for an Operating Permit shall be in writing on a form provided by or otherwise acceptable to the Code Enforcement Officer. Such

application shall include such information as the Code Enforcement Officer deems sufficient to permit a determination by the Code Enforcement Officer that quantities, materials, and activities conform to the requirements of the Uniform Code. If the Code Enforcement Officer determines that tests or reports are necessary to verify conformance, such tests or reports shall be performed or provided by such person or persons as may be designated by or otherwise acceptable to the Code Enforcement Officer, at the expense of the applicant.

- (c) Exemptions. Operating permits shall not be required for processes or activities, or the buildings, structures, or facilities listed in paragraphs (1) through (7) of subdivision (a) of this section, provided that the use is expressly authorized by a certificate of occupancy or certificate of compliance, fire safety and property maintenance inspections are performed in accordance with section 11 (Fire Safety and Property Maintenance Inspections) of this chapter, and condition assessments are performed in compliance with section 13 (Condition Assessments of Parking Garages) of this chapter, as applicable.
- (d) Inspections. The Code Enforcement Officer or an Inspector authorized by the Code Enforcement Officer shall inspect the subject premises prior to the issuance of an Operating Permit. Such inspections shall be performed either in-person or remotely. Remote inspections in lieu of in-person inspections may be performed when, at the discretion of the Code Enforcement Officer or an Inspector authorized by the Code Enforcement Officer, the remote inspection can be performed to the same level and quality as an in-person inspection and the remote inspection shows to the satisfaction of the Code Enforcement Officer or Inspector authorized by the Code Enforcement Officer that the premises conform with the applicable requirements of the Uniform Code and the code enforcement program. Should a remote inspection not afford the Village sufficient information to make a determination, an in-person inspection shall be performed. After inspection, the premises shall be noted as satisfactory and the operating permit shall be issued, or the operating permit holder shall be notified as to the manner in which the premises fail to comply with either or both of the Uniform Code and the code enforcement program, including a citation to the specific provision or provisions that have not been met.
- (e) Multiple Activities. In any circumstance in which more than one activity listed in subdivision (a) of this section is to be conducted at a location, the Code Enforcement Officer may require a separate Operating Permit for each such activity, or the Code Enforcement Officer may, in their discretion, issue a single Operating Permit to apply to all such activities.
- (f) Duration of Operating Permits. Operating permits shall be issued for a specified period of time consistent with local conditions, but in no event to exceed as follows:
  - (1) 180 days days for tents, special event structures, and other membrane structures;
  - (2) 60 days days for alternative activities at a sugarhouse;
  - (3) Three (3) years years for the activities, structures, and operations determined per paragraph (9) of subdivision (a) of this section, and
  - (4) One (1) year year for all other activities, structures, and operations identified in subdivision (a) of this section.

The effective period of each Operating Permit shall be specified in the Operating Permit. An Operating Permit may be reissued or renewed upon application to the Code Enforcement Officer, payment of the applicable fee, and approval of such application by the Code Enforcement Officer.

- (g) Revocation or suspension of Operating Permits. If the Code Enforcement Officer determines that any activity or building for which an Operating Permit was issued does not comply with any applicable provision of the Uniform Code, such Operating Permit shall be revoked or suspended.
- (h) Fee. The fee specified in or determined in accordance with the provisions set forth in section 18 (Fees) of this chapter must be paid at the time submission of an application for an Operating Permit, for an amended Operating Permit, or for reissue or renewal of an Operating Permit.

#### **§ 92-11 Fire Safety and Property Maintenance Inspections.**

- (a) Inspections required. Fire safety and property maintenance inspections of buildings and structures shall be performed by the Code Enforcement Officer or an Inspector designated by the Code Enforcement Officer at the following intervals:
  - (1) at least once every twelve (12) months for buildings which contain an assembly area;
  - (2) at least once every twelve (12) months for public and private schools and colleges, including any buildings of such schools or colleges containing classrooms, dormitories, fraternities, sororities, laboratories, physical education, dining, or recreational facilities; and
  - (3) at least once thirty-six (36) months for multiple dwellings and all nonresidential occupancies.
- (b) Remote inspections. At the discretion of the Code Enforcement Officer or Inspector authorized to perform fire safety and property maintenance inspections, a remote inspection may be performed in lieu of in-person inspections when, in the opinion of the Code Enforcement Officer or such authorized Inspector, the remote inspection can be performed to the same level and quality as an in-person inspection and the remote inspection shows to the satisfaction of the Code Enforcement Officer or such authorized Inspector that the premises conform with the applicable provisions of 19 NYCRR Part 1225 and the publications incorporated therein by reference and the applicable provisions of 19 NYCRR Part 1226 and the publications incorporated therein by reference. Should a remote inspection not afford the Code Enforcement Officer or such authorized Inspector sufficient information to make a determination, an in-person inspection shall be performed.
- (c) Inspections permitted. In addition to the inspections required by subdivision (a) of this section, a fire safety and property maintenance inspection of any building, structure, use, or occupancy, or of any dwelling unit, may also be performed by the Code Enforcement Officer or an Inspector authorized to perform fire safety and property maintenance inspections at any time upon:

- (1) the request of the owner of the property to be inspected or an authorized agent of such owner;
- (2) receipt by the Code Enforcement Officer of a written statement alleging that conditions or activities failing to comply with the Uniform Code or Energy Code exist; or
- (3) receipt by the Code Enforcement Officer of any other information, reasonably believed by the Code Enforcement Officer to be reliable, giving rise to reasonable cause to believe that conditions or activities failing to comply with the Uniform Code or Energy Code exist;

provided, however, that nothing in this subdivision shall be construed as permitting an inspection under any circumstances under which a court order or warrant permitting such inspection is required, unless such court order or warrant shall have been obtained.

- (d) OFPC Inspections. Nothing in this section or in any other provision of this chapter shall supersede, limit, or impair the powers, duties and responsibilities of the New York State Office of Fire Prevention and Control ("OFPC") and the New York State Fire Administrator or other authorized entity under Executive Law section 156-e and Education Law section 807-b.
- (e) Fee. The fee specified in or determined in accordance with the provisions set forth in section 18 (Fees) of this chapter must be paid prior to or at the time each inspection performed pursuant to this section. This subdivision shall not apply to inspections performed by OFPC.

## **§ 92-12 Complaints.**

The Code Enforcement Officer shall review and investigate complaints which allege or assert the existence of conditions or activities that fail to comply with the Uniform Code, the Energy Code, this chapter, or any local law, ordinance or regulation adopted for administration and enforcement of the Uniform Code or the Energy Code.

The process for responding to a complaint shall include such of the following steps as the Code Enforcement Officer may deem to be appropriate:

- (a) Performing an inspection of the conditions and/or activities alleged to be in violation, and documenting the results of such inspection;
- (b) If a violation is found to exist, providing the owner of the affected property and any other Person who may be responsible for the violation with notice of the violation and opportunity to abate, correct or cure the violation, or otherwise proceeding in the manner described in section 17 (Violations) of this chapter;
- (c) If appropriate, issuing a Stop Work Order;
- (d) If a violation which was found to exist is abated or corrected, performing an inspection to ensure that the violation has been abated or corrected, preparing a final written report reflecting such abatement or correction, and filing such report with the complaint.

### **§ 92-13 Condition Assessments of Parking Garages.**

(a) Definitions. For the purposes of this section:

- (1) the term “condition assessment” means an on-site inspection and evaluation of a parking garage for evidence of deterioration of any structural element or building component of such parking garage, evidence of the existence of any unsafe condition in such parking garage, and evidence indicating that such parking garage is an unsafe structure;
- (2) the term “deterioration” means the weakening, disintegration, corrosion, rust, or decay of any structural element or building component, or any other loss of effectiveness of a structural element or building component;
- (3) the term “parking garage” means any building or structure, or part thereof, in which all or any part of any structural level or levels is used for parking or storage of motor vehicles, excluding:
  - (i) buildings in which the only level used for parking or storage of motor vehicles is on grade;
  - (ii) an attached or accessory structure providing parking exclusively for a detached one- or two-family dwelling; and
  - (iii) a townhouse unit with attached parking exclusively for such unit;
- (4) the term “professional engineer” means an individual who is licensed or otherwise authorized under Article 145 of the Education Law to practice the profession of engineering in the State of New York and who has at least three years of experience performing structural evaluations;
- (5) the term “responsible professional engineer” means the professional engineer who performs a condition assessment, or under whose supervision a condition assessment is performed, and who seals and signs the condition assessment report. The use of the term “responsible professional engineer” shall not be construed as limiting the professional responsibility or liability of any professional engineer, or of any other licensed professional, who participates in the preparation of a condition assessment without being the responsible professional engineer for such condition assessment.
- (6) the term “unsafe condition” includes the conditions identified as “unsafe” in section 304.1.1, section 305.1.1, and section 306.1.1 of the PMCNYS; and
- (7) the term “unsafe structure” means a structure that is so damaged, decayed, dilapidated, or structurally unsafe, or is of such faulty construction or unstable foundation, that partial or complete collapse is possible.

(b) Condition Assessments – general requirements. The owner operator of each parking garage shall cause such parking garage to undergo an initial condition assessment as described in subdivision (c) of this section, periodic condition assessments as described in subdivision (d)

of this section, and such additional condition assessments as may be required under subdivision (e) of this section. Each condition assessment shall be conducted by or under the direct supervision of a professional engineer. A written report of each condition assessment shall be prepared, and provided to the Village, in accordance with the requirements of subdivision (f) of this section. Before performing a condition assessment (other than the initial condition assessment) of a parking garage, the responsible professional engineer for such condition assessment shall review all available previous condition assessment reports for such parking garage.

(c) Initial Condition Assessment. Each parking garage shall undergo an initial condition assessment as follows:

- (1) Parking garages constructed on or after August 29, 2018, shall undergo an initial condition assessment following construction and prior to a certificate of occupancy or certificate of compliance being issued for the structure.
- (2) Parking garages constructed prior to August 29, 2018, shall undergo an initial condition assessment as follows:
  - (i) if originally constructed prior to January 1, 1984, then prior to October 1, 2019;
  - (ii) if originally constructed between January 1, 1984 and December 31, 2002, then prior to October 1, 2020; and
  - (iii) if originally constructed between January 1, 2003 and August 28, 2018, then prior to October 1, 2021.
- (3) Any parking garage constructed prior to the effective date of the local law enacting this provision that has not undergone an initial condition assessment prior to that effective date shall undergo an initial condition assessment prior to six (6) months after the effective date of this local law.

(d) Periodic Condition Assessments. Following the initial condition assessment of a parking garage, such parking garage shall undergo periodic condition assessments at intervals not to exceed (3) years.

(e) Additional Condition Assessments.

- (1) If the latest condition assessment report for a parking garage includes a recommendation by the responsible professional engineer that an additional condition assessment of such parking garage, or any portion of such parking garage, be performed before the date by which the next periodic condition assessment would be required under subdivision (c) of this section, the owner or operator of such parking garage shall cause such parking garage (or, if applicable, the portion of such parking garage identified by the responsible professional engineer) to undergo an additional condition assessment no later than the date recommended in such condition assessment report.
- (2) If the Village becomes aware of any new or increased deterioration which, in the

judgment of the Village, indicates that an additional condition assessment of the entire parking garage, or of the portion of the parking garage affected by such new or increased deterioration, should be performed before the date by which the next periodic condition assessment would be required under subdivision (c) of this section, the owner or operator of such parking garage shall cause such parking garage (or, if applicable, the portion of the parking garage affected by such new or increased deterioration) to undergo an additional condition assessment no later than the date determined by the Village to be appropriate.

(f) Condition Assessment Reports. The responsible professional engineer shall prepare, or directly supervise the preparation of, a written report of each condition assessment, and shall submit such condition assessment report to the Village within sixty (60) days. Such condition assessment report shall be sealed and signed by the responsible professional engineer, and shall include:

- (1) an evaluation and description of the extent of deterioration and conditions that cause deterioration that could result in an unsafe condition or unsafe structure;
- (2) an evaluation and description of the extent of deterioration and conditions that cause deterioration that, in the opinion of the responsible professional engineer, should be remedied immediately to prevent an unsafe condition or unsafe structure;
- (3) an evaluation and description of the unsafe conditions;
- (4) an evaluation and description of the problems associated with the deterioration, conditions that cause deterioration, and unsafe conditions;
- (5) an evaluation and description of the corrective options available, including the recommended timeframe for remedying the deterioration, conditions that cause deterioration, and unsafe conditions;
- (6) an evaluation and description of the risks associated with not addressing the deterioration, conditions that cause deterioration, and unsafe conditions;
- (7) the responsible professional engineer's recommendation regarding preventative maintenance;
- (8) except in the case of the report of the initial condition assessment, the responsible professional engineer's attestation that he or she reviewed all previously prepared condition assessment reports available for such parking garage, and considered the information in the previously prepared reports while performing the current condition assessment and while preparing the current report; and
- (9) the responsible professional engineer's recommendation regarding the time within which the next condition assessment of the parking garage or portion thereof should be performed. In making the recommendation regarding the time within which the next condition assessment of the parking garage or portion thereof should be performed, the responsible professional engineer shall consider the parking garage's age, maintenance



history, structural condition, construction materials, frequency and intensity of use, location, exposure to the elements, and any other factors deemed relevant by the responsible professional engineer in their professional judgment.

- (g) Review Condition Assessment Reports. The Village shall take such enforcement action or actions in response to the information in such condition assessment report as may be necessary or appropriate to protect the public from the hazards that may result from the conditions described in such report. In particular, but not by way of limitation, the Village shall, by Order to Remedy or such other means of enforcement as the Village may deem appropriate, require the owner or operator of the parking garage to repair or otherwise remedy all deterioration, all conditions that cause deterioration, and all unsafe conditions identified in such condition assessment report pursuant to paragraphs (2) and (3) of subdivision (f). All repairs and remedies shall comply with the applicable provisions of the Uniform Code. This section shall not limit or impair the right of the Village to take any other enforcement action, including but not limited to suspension or revocation of a parking garage's operating permit, as may be necessary or appropriate in response to the information in a condition assessment report.
- (h) The Village shall retain all condition assessment reports for the life of the parking garage. Upon request by a professional engineer who has been engaged to perform a condition assessment of a parking garage, and who provides the Village with a written statement attesting to the fact that he or she has been so engaged, the Village shall make the previously prepared condition assessment reports for such parking garage (or copies of such reports) available to such professional engineer. The Village shall be permitted to require the owner or operator of the subject parking garage to pay all costs and expenses associated with making such previously prepared condition assessment reports (or copies thereof) available to the professional engineer.
- (i) This section shall not limit or impair the right or the obligation of the Village:
  - (1) to perform such construction inspections as are required by section 5 (Construction Inspections) of this chapter;
  - (2) to perform such periodic fire safety and property maintenance inspections as are required by section 11 (Fire Safety and Property Maintenance Inspections) of this chapter; and/or
  - (3) to take such enforcement action or actions as may be necessary or appropriate to respond to any condition that comes to the attention of the Village by means of its own inspections or observations, by means of a complaint, or by any other means other than a condition assessment or a report of a condition assessment.

#### **§ 92-14 Climatic and Geographic Design Criteria.**

- (a) The Code Enforcement Officer shall determine the climatic and geographic design criteria for buildings and structures constructed within this Village as required by the Uniform Code. Such determinations shall be made in the manner specified in the Uniform Code using, where applicable, the maps, charts, and other information provided in the Uniform Code. The criteria to be so determined shall include but shall not necessarily be limited to, the following:

- (1) design criteria to include ground snow load; wind design loads; seismic category; potential damage from weathering, frost, and termite; winter design temperature; whether ice barrier underlayment is required; the air freezing index; and the mean annual temperature;
  - (2) heating and cooling equipment design criteria for structures within the scope of the RCNYS. The design criteria shall include the data identified in the Design Criteria Table found in Chapter 3 of the RCNYS; and
  - (3) flood hazard areas, flood hazard maps, and supporting data. The flood hazard map shall include, at a minimum, special flood hazard areas as identified by the Federal Emergency Management Agency in the Flood Insurance Study for the community, as amended or revised with:
    - (i) the accompanying Flood Insurance Rate Map (FIRM);
    - (ii) Flood Boundary and Floodway Map (FBFM); and
    - (iii) related supporting data along with any revisions thereto.
- (b) The Code Enforcement Officer shall prepare a written record of the climatic and geographic design criteria determined pursuant to subdivision (a) of this section, shall maintain such record within the office of the Code Enforcement Officer, and shall make such record readily available to the public.

**§ 92-15 Record Keeping.**

- (a) The Code Enforcement Officer shall keep permanent official records of all transactions and activities conducted by all Code Enforcement Personnel, including records of:
- (1) all applications received, reviewed and approved or denied;
  - (2) all plans, specifications and construction documents approved;
  - (3) all Building Permits, Certificates of Occupancy, Certificates of Compliance, Temporary Certificates, Stop Work Orders, and Operating Permits issued;
  - (4) all inspections and tests performed;
  - (5) all statements and reports issued;
  - (6) all complaints received;
  - (7) all investigations conducted;
  - (8) all condition assessment reports received;
  - (9) all fees charged and collected; and

(10) all other features and activities specified in or contemplated by sections 4 through 14, inclusive, of this chapter.

- (b) All such records shall be public records open for public inspection during normal business hours. All plans and records pertaining to buildings or structures, or appurtenances thereto, shall be retained for at least the minimum time period so required by State law and regulation.

#### **§ 92-16 Program Review and Reporting.**

- (a) The Code Enforcement Officer shall annually submit to the Village Board of this Village a written report and summary of all business conducted by the Code Enforcement Officer and the Inspectors, including a report and summary of all transactions and activities described in section 14 (Record Keeping) of this chapter and a report and summary of all appeals or litigation pending or concluded.
- (b) The Code Enforcement Officer shall annually submit to the Secretary of State, on behalf of this Village, on a form prescribed by the Secretary of State, a report of the activities of this Village relative to administration and enforcement of the Uniform Code.
- (c) The Code Enforcement Officer shall, upon request of the New York State Department of State, provide to the New York State Department of State, true and complete copies of the records and related materials this Village is required to maintain; true and complete copies of such portion of such records and related materials as may be requested by the Department of State; and/or such excerpts, summaries, tabulations, statistics, and other information and accounts of its activities in connection with administration and enforcement of the Uniform Code and/or Energy Code as may be requested by the Department of State.

#### **§ 92-17 Violations.**

- (a) Orders to Remedy. The Code Enforcement Officer is authorized to order in writing the remedying of any condition or activity found to exist in, on or about any building, structure, or premises in violation of the Uniform Code, the Energy Code, or this chapter. An Order to Remedy shall be in writing; shall be dated and signed by the Code Enforcement Officer; shall specify the condition or activity that violates the Uniform Code, the Energy Code, or this chapter; shall specify the provision or provisions of the Uniform Code, the Energy Code, or this chapter which is/are violated by the specified condition or activity; and shall include a statement substantially similar to the following:

“The person or entity served with this Order to Remedy must completely remedy each violation described in this Order to Remedy by \_\_\_\_\_ [specify date], which is thirty (30) days after the date of this Order to Remedy.”

The Order to Remedy may include provisions ordering the person or entity served with such Order to Remedy (1) to begin to remedy the violations described in the Order to Remedy immediately, or within some other specified period of time which may be less than thirty (30) days; to continue diligently to remedy such violations until each such violation is fully remedied; and, in any event, to complete the remedying of all such violations within thirty (30) days of the date of such Order to Remedy; and/or (2) to take such other protective actions (such as vacating the building or

barricading the area where the violations exist) which are authorized by this chapter or by any other applicable statute, regulation, rule, local law or ordinance, and which the Code Enforcement Officer may deem appropriate, during the period while such violations are being remedied. The Code Enforcement Officer shall cause the Order to Remedy, or a copy thereof, to be served on the owner of the affected property personally or by registered mail or certified mail within five (5) days after the date of the Order to Remedy. The Code Enforcement Officer shall be permitted, but not required, to cause the Order to Remedy, or a copy thereof, to be served on any builder, architect, tenant, contractor, subcontractor, construction superintendent, or their agents, or any other Person taking part or assisting in work being performed at the affected property personally or by registered mail or certified mail within five (5) days after the date of the Order to Remedy; provided, however, that failure to serve any Person mentioned in this sentence shall not affect the efficacy of the Compliance Order.

(b) Appearance Tickets. The Code Enforcement Officer and each Inspector are authorized to issue appearance tickets for any violation of the Uniform Code.

(c) Penalties. In addition to such other penalties as may be prescribed by State law,

(1) any Person who violates any provision of this chapter or any term, condition, or provision of any Building Permit, Certificate of Occupancy, Certificate of Compliance, Temporary Certificate, Stop Work Order, Operating Permit or other notice or order issued by the Code Enforcement Officer pursuant to any provision of this chapter, shall be punishable by a fine of not more than \$250 per day of violation, or imprisonment not exceeding 15 days, or both; and

(2) any Person who violates any provision of the Uniform Code, the Energy Code or this chapter, or any term or condition of any Building Permit, Certificate of Occupancy, Certificate of Compliance, Temporary Certificate, Stop Work Order, Operating Permit or other notice or order issued by the Code Enforcement Officer pursuant to any provision of this chapter, shall be liable to pay a civil penalty of not more than \$250 for each day or part thereof during which such violation continues. The civil penalties provided by this paragraph shall be recoverable in an action instituted in the name of this Village.

(d) Injunctive Relief. An action or proceeding may be instituted in the name of this Village, in a court of competent jurisdiction, to prevent, restrain, enjoin, correct, or abate any violation of, or to enforce, any provision of the Uniform Code, the Energy Code, this chapter, or any term or condition of any Building Permit, Certificate of Occupancy, Certificate of Compliance, Temporary Certificate, Stop Work Order, Operating Permit, Order to Remedy, or other notice or order issued by the Code Enforcement Officer pursuant to any provision of this chapter. In particular, but not by way of limitation, where the construction or use of a building or structure is in violation of any provision of the Uniform Code, the Energy Code, this chapter, or any Stop Work Order, Order to Remedy or other order obtained under the Uniform Code, the Energy Code or this chapter, an action or proceeding may be commenced in the name of this Village, in the Supreme Court or in any other court having the requisite jurisdiction, to obtain an order directing the removal of the building or structure or an abatement of the condition in violation of such provisions. No action or proceeding described in this subdivision shall be commenced without the appropriate authorization from the Village Board of this Village.

(e) Remedies Not Exclusive. No remedy or penalty specified in this section shall be the exclusive remedy or remedy available to address any violation described in this section, and each remedy or penalty specified in this section shall be in addition to, and not in substitution for or limitation of, the other remedies or penalties specified in this section, in section 6 (Stop Work Orders) of this chapter, in any other section of this chapter, or in any other applicable law. Any remedy or penalty specified in this section may be pursued at any time, whether prior to, simultaneously with, or after the pursuit of any other remedy or penalty specified in this section, in section 6 (Stop Work Orders) of this chapter, in any other section of this chapter, or in any other applicable law. In particular, but not by way of limitation, each remedy and penalty specified in this section shall be in addition to, and not in substitution for or limitation of, the penalties specified in subdivision (2) of section 382 of the Executive Law, and any remedy or penalty specified in this section may be pursued at any time, whether prior to, simultaneously with, or after the pursuit of any penalty specified in subdivision (2) of section 382 of the Executive Law.

#### **§ 92-18 Fees.**

A fee schedule shall be established by resolution of the Village Board of this Village. Such fee schedule may thereafter be amended from time to time by like resolution. The fees set forth in, or determined in accordance with, such fee schedule or amended fee schedule shall be charged and collected for the submission of applications, the issuance of Building Permits, amended Building Permits, renewed Building Permits, Certificates of Occupancy, Certificates of Compliance, Temporary Certificates, Operating Permits, fire safety and property maintenance inspections, and other actions of the Code Enforcement Officer described in or contemplated by this chapter.

#### **§ 92-19 Intermunicipal Agreements.**

The Village Board of this Village may, by resolution, authorize the Mayor of this Village to enter into an agreement, in the name of this Village, with other governments to carry out the terms of this chapter, provided that such agreement does not violate any provision of the Uniform Code, the Energy Code, Part 1203 of Title 19 of the NYCRR, or any other applicable law.

#### **Section 2. Separability**

The provisions of this local law are separable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words, or parts of this local law or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this local law would have been adopted if such illegal, invalid, or unconstitutional provision, clause, sentence, subsection, word or part had not been included therein, and as if such person or circumstance, to which the local law or part thereof is held inapplicable, had been specifically exempt therefrom.

#### **Section 3. Repealer**

All Ordinances, Local Laws and parts thereof inconsistent with this Local Law are hereby repealed.

Section 4.      Effective Date

        This local law shall take effect immediately upon filing with the New York State Secretary of State in accordance with Section 27 of the Municipal Home Rule Law.

**VILLAGE OF OWEGO**  
**LOCAL LAW NO. \_\_\_\_ OF 20\_\_\_\_**

**A LOCAL LAW REPEALING AND REPLACING CHAPTER 92 OF THE  
VILLAGE CODE ENTITLED “BUILDING CODE ADMINISTRATION”**

Be it enacted by the Village Board of the Village of Owego as follows:

Section 1. Chapter 92 of the Village Code is hereby repealed and replaced as follows:

**§ 92-1 Purpose and Intent.**

This chapter provides for the administration and enforcement of the New York State Uniform Fire Prevention and Building Code (the Uniform Code) and the State Energy Conservation Construction Code (the Energy Code) in the Village of Owego (“Village”). This chapter is adopted pursuant to Section 10 of the Municipal Home Rule Law. Except as otherwise provided in the Uniform Code, the Energy Code, or other state law, all buildings, structures, and premises, regardless of use or occupancy, are subject to the provisions this chapter.

**§ 92-2 Definitions.**

In this chapter:

**ASSEMBLY AREA**

An area in any building, or in any portion of a building, that is primarily used or intended to be used for gathering fifty or more persons for uses including, but not limited to, amusement, athletic, entertainment, social, or other recreational functions; patriotic, political, civic, educational, or religious functions; food or drink consumption; awaiting transportation; or similar purposes.

**BUILDING PERMIT**

A building permit, construction permit, demolition permit, or other permit that authorizes the performance of work. The term “Building Permit” shall also include a Building Permit which is renewed, amended, or extended pursuant to any provision of this chapter.

**CERTIFICATE OF COMPLIANCE**

A document issued by the Town stating that work was done in compliance with approved construction documents and the Codes.

**CERTIFICATE OF OCCUPANCY**

A document issued by the Town certifying that the building or structure, or portion thereof, complies with the approved construction documents that have been submitted to, and approved by the Town, and indicating that the building or structure, or portion thereof, is in a condition suitable for occupancy.

**CODE ENFORCEMENT OFFICER**

The Code Enforcement Officer appointed pursuant to subdivision (b) of section 3 of this chapter.

**CODE ENFORCEMENT PERSONNEL**

The Code Enforcement Officer and all Inspectors.

**CODES**

The Uniform Code and Energy Code.

**ENERGY CODE**

The New York State Energy Conservation Construction Code adopted pursuant to Article 11 of the Energy Law.

**FCNYS**

The 2020 Fire Code of New York State as currently incorporated by reference in 19 NYCRR Part 1225.

**FIRE SAFETY AND PROPERTY MAINTENANCE INSPECTION**

An inspection performed to determine compliance with the applicable provisions of 19 NYCRR Part 1225 and the publications incorporated therein by reference and the applicable provisions of 19 NYCRR Part 1226 and the publications incorporated therein by reference.

**HAZARDOUS PRODUCTION MATERIALS**

A solid, liquid, or gas associated with semiconductor manufacturing that has a degree-of-hazard rating in health, flammability, or instability of Class 3 or 4, as ranked by NFPA 704 (Standard Systems for Identification of the Hazards of Materials for Emergency Response), and which is used directly in research, laboratory, or production processes which have, as their end product, materials that are not hazardous.

**INSPECTOR**

An inspector appointed pursuant to subdivision (d) of section 3 of this chapter.

**MOBILE FOOD PREPARATION VEHICLES**

Vehicles that contain cooking equipment that produces smoke or grease-laden vapors for the purpose of preparing and serving food to the public. Vehicles intended for private recreation shall not be considered mobile food preparation vehicles.

**OPERATING PERMIT**

A permit issued pursuant to section 10 of this chapter. The term "Operating Permit" shall also include an Operating Permit which is renewed, amended, or extended pursuant to any provision of this chapter.

**ORDER TO REMEDY**

An order issued by the Code Enforcement Officer pursuant to subdivision (a) of section 17 of this chapter.

**PERMIT HOLDER**

The Person to whom a Building Permit has been issued.



**PERSON**

An individual, corporation, limited liability company, partnership, limited partnership, business trust, estate, trust, association, or any other legal or commercial entity of any kind or description.

**PMCNYS**

The 2020 Property Maintenance Code of New York State as currently incorporated by reference in 19 NYCRR Part 1226.

**RCNYS**

The 2020 Residential Code of New York State as currently incorporated by reference in 19 NYCRR Part 1220.

**REPAIR**

The reconstruction, replacement, or renewal of any part of an existing building for the purpose of its maintenance or to correct damage.

**STOP WORK ORDER**

An order issued pursuant to section 6 of this chapter.

**SUGARHOUSE**

A building used, in whole or in part, for the collection, storage, or processing of maple sap into maple syrup and/or maple sugar.

**TEMPORARY CERTIFICATE OF OCCUPANCY**

A certificate issued pursuant to subdivision (d) of section 7 of this chapter.

**UNIFORM CODE**

The New York State Uniform Fire Prevention and Building Code, Subchapter A of Chapter XXXIII of Title 19 of the NYCRR, adopted pursuant to Article 18 of the Executive Law.

**VILLAGE**

The Village of Owego.

**§ 92-3 Code Enforcement Officer and Inspectors.**

(a) The Office of Code Enforcement Officer is hereby created. The Code Enforcement Officer shall administer and enforce all the provisions of the Uniform Code, the Energy Code, and this chapter. The Code Enforcement Officer shall have the following powers and duties:

- (1) to receive, review, and approve or disapprove applications for Building Permits, Certificates of Occupancy, Certificates of Compliance, Temporary Certificates of Occupancy, and Operating Permits, and the plans, specifications, and construction documents submitted with such applications;
- (2) upon approval of such applications, to issue Building Permits, Certificates of Occupancy, Certificates of Compliance, Temporary Certificates of Occupancy, and Operating Permits, and to include in terms and conditions as the Code Enforcement Officer may

determine to be appropriate Building Permits, Certificates of Occupancy, Certificates of Compliance, Temporary Certificates of Occupancy, and Operating Permits;

- (3) to conduct construction inspections; inspections to be made prior to the issuance of Certificates of Occupancy, Certificates of Compliance, Temporary Certificates of Occupancy, and Operating Permits; fire safety and property maintenance inspections; inspections incidental to the investigation of complaints; and all other inspections required or permitted under any provision of this chapter;
  - (4) to issue Stop Work Orders;
  - (5) to review and investigate complaints;
  - (6) to issue orders pursuant to subdivision (a) of section 17 (Violations) of this chapter;
  - (7) to maintain records;
  - (8) to collect fees as set by the Village Board of this Village;
  - (9) to pursue administrative enforcement actions and proceedings;
  - (10) in consultation with this Village's attorney, to pursue such legal actions and proceedings as may be necessary to enforce the Uniform Code, the Energy Code, and this chapter, or to abate or correct conditions not in compliance with the Uniform Code, the Energy Code, or this chapter; and
  - (11) to exercise all other powers and fulfill all other duties conferred upon the Code Enforcement Officer by this chapter.
- (b) The Code Enforcement Officer shall be appointed by the Village Board of the Village of Owego. The Code Enforcement Officer shall possess background experience related to building construction or fire prevention and shall, within the time prescribed by law, obtain such basic training, in-service training, advanced in-service training, and other training as the State of New York shall require for code enforcement personnel, and the Code Enforcement Officer shall obtain certification from the Department of State pursuant to the Executive Law and the regulations promulgated thereunder.
- (c) In the event that the Code Enforcement Officer is unable to serve as such for any reason, another individual shall be appointed by the Village Board of the Village of Owego to serve as Acting Code Enforcement Officer. The Acting Code Enforcement Officer shall, during the term of their appointment, exercise all powers and fulfill all duties conferred upon the Code Enforcement Officer by this chapter.
- (d) One or more Inspectors may be appointed the Village Board of the Village of Owego to act under the supervision and direction of the Code Enforcement Officer and to assist the Code Enforcement Officer in the exercise of the powers and fulfillment of the duties conferred upon the Code Enforcement Officer by this chapter. Each Inspector shall, within the time prescribed by law, obtain such basic training, in-service training, advanced in-service training, and other

training as the State of New York shall require for code enforcement personnel, and each Inspector shall obtain certification from the Department of State pursuant to the Executive Law and the regulations promulgated thereunder.

- (e) The compensation for the Code Enforcement Officer and Inspectors shall be fixed from time to time by the Village Board of this Village.

#### **§ 92-4 Building Permits.**

- (a) Building Permits Required. Except as otherwise provided in subdivision (b) of this section, a Building Permit shall be required for any work which must conform to the Uniform Code and/or the Energy Code, including, but not limited to, the construction, enlargement, alteration, improvement, removal, relocation, or demolition of any building or structure or any portion thereof, and the installation of a solid fuel burning heating appliance, chimney, or flue in any dwelling unit. No Person shall commence any work for which a Building Permit is required without first having obtained a Building Permit from the Village.
- (b) Exemptions. No Building Permit shall be required for work in any of the following categories:
  - (1) construction or installation of one-story detached structures associated with one- or two-family dwellings or multiple single-family dwellings (townhouses), which are used for tool and storage sheds, playhouses, or similar uses, provided the gross floor area does not exceed 144 square feet;
  - (2) construction of temporary sets and scenery associated with motion picture, television, and theater uses;
  - (3) installation of window awnings supported by an exterior wall of a one- or two-family dwelling or multiple single-family dwellings (townhouses);
  - (4) installation of partitions or movable cases less than 5'-9" in height;
  - (5) painting, wallpapering, tiling, carpeting, or other similar finish work;
  - (6) installation of listed portable electrical, plumbing, heating, ventilation or cooling equipment or appliances;
  - (7) replacement of any equipment provided the replacement does not alter the equipment's listing or render it inconsistent with the equipment's original specifications; or
  - (8) repairs, provided that the work does not have an impact on fire and life safety, such as (i) any part of the structural system; (ii) the required means of egress; or (iii) the fire protection system or the removal from service of any part of the fire protection system for any period of time.
- (c) Exemption not deemed authorization to perform non-compliant work. The exemption from the requirement to obtain a building permit for work in any category set forth in subdivision (b) of this section shall not be deemed an authorization for work to be performed in violation of the

Uniform Code or the Energy Code.

- (d) Applications for Building Permits. Applications for a Building Permit shall be made in writing on a form provided by or otherwise acceptable to the Code Enforcement Officer. The application shall be signed by the owner of the property where the work is to be performed or an authorized agent of the owner. The application shall include such information as the Code Enforcement Officer deems sufficient to permit a determination by the Code Enforcement Officer that the intended work complies with all applicable requirements of the Uniform Code and the Energy Code. The application shall include or be accompanied by the following information and documentation:
- (1) a description of the location, nature, extent, and scope of the proposed work;
  - (2) the tax map number and the street address of any affected building or structure;
  - (3) the occupancy classification of any affected building or structure;
  - (4) where applicable, a statement of special inspections prepared in accordance with the provisions of the Uniform Code; and
  - (5) at least 2 sets of construction documents (drawings and/or specifications) which (i) describe the location, nature, extent, and scope of the proposed work; (ii) show that the proposed work will conform to the applicable provisions of the Codes; (iii) show the location, construction, size, and character of all portions of the means of egress; (iv) show a representation of the building thermal envelope; (v) show structural information including but not limited to braced wall designs, the size, section, and relative locations of structural members, design loads, and other pertinent structural information; (vi) show the proposed structural, electrical, plumbing, mechanical, fire-protection, and other service systems of the building; (vii) include a written statement indicating compliance with the Energy Code; (viii) include a site plan, drawn to scale and drawn in accordance with an accurate boundary survey, showing the size and location of new construction and existing structures and appurtenances on the site, distances from lot lines, the established street grades and the proposed finished grades, and, as applicable, flood hazard areas, floodways, and design flood elevations; and (ix) evidence that the documents were prepared by a licensed and registered architect in accordance with Article 147 of the New York State Education Law or a licensed and registered professional engineer in accordance with Article 145 of the New York State Education Law and practice guidelines, including but not limited to the design professional's seal which clearly and legibly shows both the design professional's name and license number and is signed by the design professional whose name appears on the seal in such a manner that neither the name nor the number is obscured in any way, the design professional's registration expiration date, the design professional's firm name (if not a sole practitioner), and, if the documents are submitted by a professional engineering firm and not a sole practitioner professional engineer, the firm's Certificate of Authorization number.
- (e) Construction documents. Construction documents will not be accepted as part of an application for a Building Permit unless they satisfy the requirements set forth in paragraph (5) of subdivision (d) of this section. Construction documents which are accepted as part of the application for a Building Permit shall be marked as accepted by the Code Enforcement Officer in writing or by stamp, or in the case of

electronic media, an electronic marking. One set of the accepted construction documents shall be retained by the Code Enforcement Officer, and one set of the accepted construction documents shall be returned to the applicant to be kept at the work site so as to be available for use by the Code Enforcement Personnel. However, the return of a set of accepted construction documents to the applicant shall not be construed as authorization to commence work, nor as an indication that a Building Permit will be issued. Work shall not be commenced until and unless a Building Permit is issued.

- (f) Issuance of Building Permits. An application for a Building Permit shall be examined to ascertain whether the proposed work is in compliance with the applicable requirements of the Uniform Code and Energy Code. The Code Enforcement Officer shall issue a Building Permit if the proposed work is in compliance with the applicable requirements of the Uniform Code and Energy Code.
- (g) Building Permits to be displayed. Building permits shall be visibly displayed at the work site and shall remain visible until the authorized work has been completed.
- (h) Work to be in accordance with construction documents. All work shall be performed in accordance with the construction documents which were submitted with and accepted as part of the application for the Building Permit. The Building Permit shall contain such a directive. The Permit Holder shall immediately notify the Code Enforcement Officer of any change occurring during the course of the work. The Building Permit shall contain such a directive. If the Code Enforcement Officer determines that such change warrants a new or amended Building Permit, such change shall not be made until and unless a new or amended Building Permit reflecting such change is issued.
- (i) Time limits. Building Permits shall become invalid unless the authorized work is commenced within 6 months following the date of issuance. Building Permits shall expire 12 months after the date of issuance. A Building Permit which has become invalid or which has expired pursuant to this subdivision may be renewed upon application by the Permit Holder, payment of the applicable fee, and approval of the application by the Code Enforcement Officer.
- (j) Revocation or suspension of Building Permits. If the Code Enforcement Officer determines that a Building Permit was issued in error because of incorrect, inaccurate, or incomplete information, or that the work for which a Building Permit was issued violates the Uniform Code or the Energy Code, the Code Enforcement Officer shall revoke the Building Permit or suspend the Building Permit until such time as the Permit Holder demonstrates that (1) all work then completed is in compliance with all applicable provisions of the Uniform Code and the Energy Code and (2) all work then proposed to be performed shall be in compliance with all applicable provisions of the Uniform Code and the Energy Code.
- (k) Fee. The fee specified in or determined in accordance with the provisions set forth in section 18 (Fees) of this local law must be paid at the time of submission of an application for a Building Permit, for an amended Building Permit, or for renewal of a Building Permit.

#### **§ 92-5 Construction Inspections.**

- (a) Work to remain accessible and exposed. Work shall remain accessible and exposed until inspected and accepted by the Code Enforcement Officer or by an Inspector authorized by the Code Enforcement Officer. The Permit Holder shall notify the Code Enforcement Officer when any element of work described in subdivision (b) of this section is ready for inspection.
- (b) Elements of work to be inspected. The following elements of the construction process shall be

inspected, where applicable:

- (1) work site prior to the issuance of a Building Permit;
  - (2) footing and foundation;
  - (3) preparation for concrete slab;
  - (4) framing;
  - (5) structural, electrical, plumbing, mechanical, fire-protection, and other similar service systems of the building;
  - (6) fire resistant construction;
  - (7) fire resistant penetrations;
  - (8) solid fuel burning heating appliances, chimneys, flues, or gas vents;
  - (9) inspections required to demonstrate Energy Code compliance, including but not limited to insulation, fenestration, air leakage, system controls, mechanical equipment size, and, where required, minimum fan efficiencies, programmable thermostats, energy recovery, whole-house ventilation, plumbing heat traps, and high-performance lighting and controls;
  - (10) installation, connection, and assembly of factory manufactured buildings and manufactured homes; and
  - (11) a final inspection after all work authorized by the Building Permit has been completed, a final inspection after all work authorized by the Building Permit has been completed.
- (c) Remote inspections. At the discretion of the Code Enforcement Officer or Inspector authorized to perform construction inspections, a remote inspection may be performed in lieu of an in-person inspection when, in the opinion of the Code Enforcement Officer or such authorized Inspector, the remote inspection can be performed to the same level and quality as an in-person inspection and the remote inspection shows to the satisfaction of the Code Enforcement Officer or by such authorized Inspector that the elements of the construction process conform with the applicable requirements of the Uniform Code and Energy Code. Should a remote inspection not afford the Code Enforcement Officer or such authorized Inspector sufficient information to make a determination, an in-person inspection shall be performed.
- (d) Inspection results. After inspection, the work or a portion thereof shall be noted as satisfactory as completed, or the Permit Holder shall be notified as to the manner in which the work fails to comply with the Uniform Code or Energy Code, including a citation to the specific code provision or provisions that have not been met. Work not in compliance with any applicable provision of the Uniform Code or Energy Code shall remain exposed until such work shall have been brought into compliance with all applicable provisions of the Uniform Code and the Energy Code, reinspected, and found satisfactory as completed.

- (e) Fee. The fee specified in or determined in accordance with the provisions set forth in section 18 (Fees) of this chapter must be paid prior to or at the time of each inspection performed pursuant to this section.

#### **§ 92-6 Stop Work Orders.**

- (a) Authority to issue. The Code Enforcement Officer is authorized to issue Stop Work Orders pursuant to this section. The Code Enforcement Officer shall issue a Stop Work Order to halt:
  - (1) any work that is determined by the Code Enforcement Officer to be contrary to any applicable provision of the Uniform Code or Energy Code, without regard to whether such work is or is not work for which a Building Permit is required, and without regard to whether a Building Permit has or has not been issued for such work, or
  - (2) any work that is being conducted in a dangerous or unsafe manner in the opinion of the Code Enforcement Officer, without regard to whether such work is or is not work for which a Building Permit is required, and without regard to whether a Building Permit has or has not been issued for such work, or
  - (3) any work for which a Building Permit is required which is being performed without the required Building Permit, or under a Building Permit that has become invalid, has expired, or has been suspended or revoked.
- (b) Content of Stop Work Orders. Stop Work Orders shall (1) be in writing, (2) be dated and signed by the Code Enforcement Officer, (3) state the reason or reasons for issuance, and (4) if applicable, state the conditions which must be satisfied before work will be permitted to resume.
- (c) Service of Stop Work Orders. The Code Enforcement Officer shall cause the Stop Work Order, or a copy thereof, to be served on the owner of the affected property (and, if the owner is not the Permit Holder, on the Permit Holder) personally or by certified mail. The Code Enforcement Officer shall be permitted, but not required, to cause the Stop Work Order, or a copy thereof, to be served on any builder, architect, tenant, contractor, subcontractor, construction superintendent, or their agents, or any other Person taking part or assisting in work affected by the Stop Work Order, personally or by certified mail; provided, however, that failure to serve any Person mentioned in this sentence shall not affect the efficacy of the Stop Work Order.
- (d) Effect of Stop Work Order. Upon the issuance of a Stop Work Order, the owner of the affected property, the Permit Holder, and any other Person performing, taking part in, or assisting in the work shall immediately cease all work which is the subject of the Stop Work Order, other than work expressly authorized by the Code Enforcement Officer to correct the reason for issuing the Stop Work Order.
- (e) Remedy not exclusive. The issuance of a Stop Work Order shall not be the exclusive remedy available to address any event described in subdivision (a) of this section, and the authority to issue a Stop Work Order shall be in addition to, and not in substitution for or limitation of, the

right and authority to pursue any other remedy or impose any other penalty under section 17 (Violations) of this chapter or under any other applicable local law or State law. Any such other remedy or penalty may be pursued at any time, whether prior to, at the time of, or after the issuance of a Stop Work Order.

**§ 92-7 Certificates of Occupancy and Certificates of Compliance.**

- (a) Certificates of Occupancy and Certificates of Compliance required. A Certificate of Occupancy or Certificate of Compliance shall be required for any work which is the subject of a Building Permit and for all structures, buildings, or portions thereof, which are converted from one use or occupancy classification or subclassification to another. Permission to use or occupy a building or structure, or portion thereof, for which a Building Permit was previously issued shall be granted only by issuance of a Certificate of Occupancy or Certificate of Compliance.
- (b) Issuance of Certificates of Occupancy and Certificates of Compliance. The Code Enforcement Officer shall issue a Certificate of Occupancy or Certificate of Compliance if the work which was the subject of the Building Permit was completed in accordance with all applicable provisions of the Uniform Code and Energy Code and, if applicable, that the structure, building or portion thereof that was converted from one use or occupancy classification or subclassification to another complies with all applicable provisions of the Uniform Code and Energy Code. The Code Enforcement Officer or an Inspector authorized by the Code Enforcement Officer shall inspect the building, structure, or work prior to the issuance of a Certificate of Occupancy or Certificate of Compliance. In addition, where applicable, the following documents, prepared in accordance with the provisions of the Uniform Code by such person or persons as may be designated by or otherwise acceptable to the Code Enforcement Officer, at the expense of the applicant for the Certificate of Occupancy or Certificate of Compliance, shall be provided to the Code Enforcement Officer prior to the issuance of the Certificate of Occupancy or Certificate of Compliance:
  - (1) a written statement of structural observations and/or a final report of special inspections,
  - (2) flood hazard certifications,
  - (3) a written statement of the results of tests performed to show compliance with the Energy Code, and
  - (4) where applicable, the affixation of the appropriate seals, insignias, and manufacturer's data plates as required for factory manufactured buildings and/or manufactured homes.
- (c) Contents of Certificates of Occupancy and Certificates of Compliance. A Certificate of Occupancy or Certificate of Compliance shall contain the following information:
  - (1) the Building Permit number, if any;
  - (2) the date of issuance of the Building Permit, if any;
  - (3) the name (if any), address and tax map number of the property;



- (4) if the Certificate of Occupancy or Certificate of Compliance is not applicable to an entire structure, a description of that portion of the structure for which the Certificate of Occupancy or Certificate of Compliance is issued;
  - (5) the use and occupancy classification of the structure;
  - (6) the type of construction of the structure;
  - (7) the occupant load of the assembly areas in the structure, if any;
  - (8) any special conditions imposed in connection with the issuance of the Building Permit; and
  - (9) the signature of the Code Enforcement Officer issuing the Certificate of Occupancy or Certificate of Compliance and the date of issuance.
- (d) Temporary Certificate of Occupancy. The Code Enforcement Officer shall be permitted to issue a Temporary Certificate of Occupancy allowing the temporary occupancy of a building or structure, or a portion thereof, prior to completion of the work which is the subject of a Building Permit. However, in no event shall the Code Enforcement Officer issue a Temporary Certificate of Occupancy unless the Code Enforcement Officer determines (1) that the building or structure, or the portion thereof covered by the Temporary Certificate of Occupancy, may be occupied safely, (2) that any required fire and life safety components, such as fire protection equipment and fire, smoke, carbon monoxide, and heat detectors and alarms are installed and operational, and (3) that all required means of egress from the structure have been provided. The Code Enforcement Officer may include in a Temporary Certificate of Occupancy such terms and conditions as he or she deems necessary or appropriate to ensure the health and safety of the persons occupying and using the building or structure and/or performing further construction work in the building or structure. A Temporary Certificate of Occupancy shall be effective for a period of time, not to exceed 6 months, which shall be determined by the Code Enforcement Officer and specified in the Temporary Certificate of Occupancy. During the specified period of effectiveness of the Temporary Certificate of Occupancy, the Permit Holder shall undertake to bring the building or structure into full compliance with all applicable provisions of the Uniform Code and the Energy Code.
- (e) Revocation or suspension of certificates. If the Code Enforcement Officer determines that a Certificate of Occupancy, Certification of Compliance, or a Temporary Certificate of Occupancy was issued in error or on the basis of incorrect information, and if the relevant deficiencies are not corrected to the satisfaction of the Code Enforcement Officer within such period of time as shall be specified by the Code Enforcement Officer, the Code Enforcement Officer shall revoke or suspend such certificate.
- (f) Fee. The fee specified in or determined in accordance with the provisions set forth in section 18 (Fees) of this chapter must be paid at the time of submission of an application for a Certificate of Occupancy, Certificate of Compliance, or for Temporary Certificate of Occupancy.

#### **§ 92-8 Notification Regarding Fire or Explosion.**

The chief of any fire department providing firefighting services for a property within this Village shall promptly notify the Code Enforcement Officer of any fire or explosion involving any structural damage, fuel burning appliance, chimney, or gas vent.

#### **§ 92-9 Unsafe Buildings, Structures, and Equipment and Conditions of Imminent Danger.**

Unsafe buildings, structures, and equipment and conditions of imminent danger in this Village shall be identified and addressed in accordance with the following procedures.

- (1) The Code Enforcement Officer shall report recommendations for repair or demolition of the structure in a written report to the Village Board.
- (2) The Village Board shall consider the report, and if it decides to proceed, schedule a public hearing. Notice of the public hearing shall be published and provided to the property owner by personal service pursuant to the New York Civil Practice Law and Rules at least 10 days before the date of the hearing.
- (3) The Village Board may contract with an engineer or architect to inspect the structure and make recommendations to the Village Board.
- (4) If, after the public hearing, the Village Board determines that the structure can safely be repaired, it may order the property owner to repair the structure within the time frame set forth in the order. If the Village Board determines that the structure cannot safely be repaired, and should be demolished and removed, the Village Board may order such demolition and removal within the time frame set forth in the order.
- (5) Subject to the provisions of Subsection (6) below, if the property owner fails to repair or demolish and remove the structure within the time period set forth in the Village Board's order, the Village Board may issue a directive that the Village cause the structure to be repaired or demolished and removed, and bill the property owner for the reasonable direct cost of such repair or demolition and removal, plus legal costs and administrative costs of the Village for administering, supervising and handling such work in accordance with the provisions of this chapter.
- (6) Prior to issuing a directive that the Village cause the structure to be repaired or demolished and removed, the Village shall apply to the Supreme Court of Broome County for an order pursuant to this chapter, declaring: (1) that the structure is in need of repair or demolition and removal; (2) that the Village may repair or demolish and remove the structure; (3) determining the cost of such repair or demolition and removal that will be billed to the property owner pursuant to this chapter; and (4) granting a judgment against the property owner in the amount to be billed to the property owner. If the property owner refuses to grant the Village and its representatives access to the structure and the Village is unable to obtain access pursuant to other provisions of law, the Village may seek an order pursuant to this chapter directing the property owner to give the Village and its representatives access to the structure for purposes of determining whether the structure can safely be repaired or should be demolished and removed.

- (7) If the sum stated in the bill is not paid within 30 days after mailing thereof to the property owner, the Village may file a certificate with the Broome County Department of Assessment stating the cost of repair or demolition and removal and administrative costs to the Village, as detailed in the bill, together with a statement identifying the property and property owner. The Broome County Department of Assessment shall in the preparation of the next assessment roll assess such unpaid costs upon such property. Such amount shall be included as a special ad valorem levy (administered as a move tax) against such property, shall constitute a lien, and shall be collected and enforced in the same manner, by the same proceedings, at the same time, and under the same penalties as are provided by law for collection and enforcement of real property taxes in the Village of Owego. The assessment of such costs shall be effective even if the property would otherwise be exempt from real estate taxation.

#### **§ 92-10 Operating Permits.**

- (a) Operation Permits required. Operating Permits shall be required for conducting any process or activity or for operating any type of building, structure, or facility listed below:
- (1) manufacturing, storing, or handling hazardous materials in quantities exceeding those listed in the applicable Maximum Allowable Quantity tables found in Chapter 50 of the FCNYS;
  - (2) buildings, structures, facilities, processes, and/or activities that are within the scope and/or permit requirements of the chapter or section title of the FCNYS as follows:
    - (i) Chapter 22, "Combustible Dust-Producing Operations." Facilities where the operation produces combustible dust;
    - (ii) Chapter 24, "Flammable Finishes." Operations utilizing flammable or combustible liquids, or the application of combustible powders regulated by Chapter 24 of the FCNYS;
    - (iii) Chapter 25, "Fruit and Crop Ripening." Operating a fruit- or crop-ripening facility or conducting a fruit-ripening process using ethylene gas;
    - (iv) Chapter 26, "Fumigation and Insecticidal Fogging." Conducting fumigation or insecticidal fogging operations in buildings, structures, and spaces, except for fumigation or insecticidal fogging performed by the occupant of a detached one-family dwelling;
    - (v) Chapter 31, "Tents, Temporary Special Event Structures, and Other Membrane Structures." Operating an air-supported temporary membrane structure, a temporary special event structure, or a tent where approval is required pursuant to Chapter 31 of the FCNYS;
    - (vi) Chapter 32, "High-Piled Combustible Storage." High-piled combustible storage facilities with more than 500 square feet (including aisles) of high-piled storage;
    - (vii) Chapter 34, "Tire Rebuilding and Tire Storage." Operating a facility that stores in excess of 2,500 cubic feet of scrap tires or tire byproducts or operating a tire rebuilding

plant;

(viii) Chapter 35, "Welding and Other Hot Work." Performing public exhibitions and demonstrations where hot work is conducted, use of hot work, welding, or cutting equipment, inside or on a structure, except an operating permit is not required where work is conducted under the authorization of a building permit or where performed by the occupant of a detached one- or two-family dwelling;

(ix) Chapter 40, "Sugarhouse Alternative Activity Provisions." Conducting an alternative activity at a sugarhouse;

(x) Chapter 56, "Explosives and Fireworks." Possessing, manufacturing, storing, handling, selling, or using, explosives, fireworks, or other pyrotechnic special effects materials except the outdoor use of sparkling devices as defined by Penal Law section 270;

(xi) Section 307, "Open Burning, Recreational Fires and Portable Outdoor Fireplaces." Conducting open burning, not including recreational fires and portable outdoor fireplaces;

(xii) Section 308, "Open Flames." Removing paint with a torch, or using open flames, fire, and burning in connection with assembly areas or educational occupancies; and

(xiii) Section 319, "Mobile Food Preparation Vehicles." Operating a mobile food preparation vehicle in accordance with the permitting requirements established by Local Law, as now in effect or as hereafter amended from time to time.

(3) energy storage systems, where the system exceeds the values shown in Table 1206.1 of the FCNYS or exceeds the permitted aggregate ratings in section R327.5 of the RCNYS.

(4) buildings containing one or more assembly areas;

(5) outdoor events where the planned attendance exceeds 1,000 persons;

(6) facilities that store, handle or use hazardous production materials;

(7) parking garages as defined in subdivision (a) of section 13 of this chapter;

(8) buildings whose use or occupancy classification may pose a substantial potential hazard to public safety, as determined by resolution adopted by the Village Board of this Village; and

(9) other processes or activities or for operating any type of building, structure, or facility as determined by resolution adopted by the Village Board of this Village. Any person who proposes to undertake any activity or to operate any type of building listed in this subdivision (a) shall be required to obtain an Operating Permit prior to commencing such activity or operation.

(b) Applications for Operating Permits. An application for an Operating Permit shall be in writing on a form provided by or otherwise acceptable to the Code Enforcement Officer. Such

application shall include such information as the Code Enforcement Officer deems sufficient to permit a determination by the Code Enforcement Officer that quantities, materials, and activities conform to the requirements of the Uniform Code. If the Code Enforcement Officer determines that tests or reports are necessary to verify conformance, such tests or reports shall be performed or provided by such person or persons as may be designated by or otherwise acceptable to the Code Enforcement Officer, at the expense of the applicant.

- (c) Exemptions. Operating permits shall not be required for processes or activities, or the buildings, structures, or facilities listed in paragraphs (1) through (7) of subdivision (a) of this section, provided that the use is expressly authorized by a certificate of occupancy or certificate of compliance, fire safety and property maintenance inspections are performed in accordance with section 11 (Fire Safety and Property Maintenance Inspections) of this chapter, and condition assessments are performed in compliance with section 13 (Condition Assessments of Parking Garages) of this chapter, as applicable.
- (d) Inspections. The Code Enforcement Officer or an Inspector authorized by the Code Enforcement Officer shall inspect the subject premises prior to the issuance of an Operating Permit. Such inspections shall be performed either in-person or remotely. Remote inspections in lieu of in-person inspections may be performed when, at the discretion of the Code Enforcement Officer or an Inspector authorized by the Code Enforcement Officer, the remote inspection can be performed to the same level and quality as an in-person inspection and the remote inspection shows to the satisfaction of the Code Enforcement Officer or Inspector authorized by the Code Enforcement Officer that the premises conform with the applicable requirements of the Uniform Code and the code enforcement program. Should a remote inspection not afford the Village sufficient information to make a determination, an in-person inspection shall be performed. After inspection, the premises shall be noted as satisfactory and the operating permit shall be issued, or the operating permit holder shall be notified as to the manner in which the premises fail to comply with either or both of the Uniform Code and the code enforcement program, including a citation to the specific provision or provisions that have not been met.
- (e) Multiple Activities. In any circumstance in which more than one activity listed in subdivision (a) of this section is to be conducted at a location, the Code Enforcement Officer may require a separate Operating Permit for each such activity, or the Code Enforcement Officer may, in their discretion, issue a single Operating Permit to apply to all such activities.
- (f) Duration of Operating Permits. Operating permits shall be issued for a specified period of time consistent with local conditions, but in no event to exceed as follows:
  - (1) 180 days days for tents, special event structures, and other membrane structures;
  - (2) 60 days days for alternative activities at a sugarhouse;
  - (3) Three (3) years years for the activities, structures, and operations determined per paragraph (9) of subdivision (a) of this section, and
  - (4) One (1) year year for all other activities, structures, and operations identified in subdivision (a) of this section.

The effective period of each Operating Permit shall be specified in the Operating Permit. An Operating Permit may be reissued or renewed upon application to the Code Enforcement Officer, payment of the applicable fee, and approval of such application by the Code Enforcement Officer.

- (g) Revocation or suspension of Operating Permits. If the Code Enforcement Officer determines that any activity or building for which an Operating Permit was issued does not comply with any applicable provision of the Uniform Code, such Operating Permit shall be revoked or suspended.
- (h) Fee. The fee specified in or determined in accordance with the provisions set forth in section 18 (Fees) of this chapter must be paid at the time submission of an application for an Operating Permit, for an amended Operating Permit, or for reissue or renewal of an Operating Permit.

#### **§ 92-11 Fire Safety and Property Maintenance Inspections.**

- (a) Inspections required. Fire safety and property maintenance inspections of buildings and structures shall be performed by the Code Enforcement Officer or an Inspector designated by the Code Enforcement Officer at the following intervals:
  - (1) at least once every twelve (12) months for buildings which contain an assembly area;
  - (2) at least once every twelve (12) months for public and private schools and colleges, including any buildings of such schools or colleges containing classrooms, dormitories, fraternities, sororities, laboratories, physical education, dining, or recreational facilities; and
  - (3) at least once thirty-six (36) months for multiple dwellings and all nonresidential occupancies.
- (b) Remote inspections. At the discretion of the Code Enforcement Officer or Inspector authorized to perform fire safety and property maintenance inspections, a remote inspection may be performed in lieu of in-person inspections when, in the opinion of the Code Enforcement Officer or such authorized Inspector, the remote inspection can be performed to the same level and quality as an in-person inspection and the remote inspection shows to the satisfaction of the Code Enforcement Officer or such authorized Inspector that the premises conform with the applicable provisions of 19 NYCRR Part 1225 and the publications incorporated therein by reference and the applicable provisions of 19 NYCRR Part 1226 and the publications incorporated therein by reference. Should a remote inspection not afford the Code Enforcement Officer or such authorized Inspector sufficient information to make a determination, an in-person inspection shall be performed.
- (c) Inspections permitted. In addition to the inspections required by subdivision (a) of this section, a fire safety and property maintenance inspection of any building, structure, use, or occupancy, or of any dwelling unit, may also be performed by the Code Enforcement Officer or an Inspector authorized to perform fire safety and property maintenance inspections at any time upon:

- (1) the request of the owner of the property to be inspected or an authorized agent of such owner;
- (2) receipt by the Code Enforcement Officer of a written statement alleging that conditions or activities failing to comply with the Uniform Code or Energy Code exist; or
- (3) receipt by the Code Enforcement Officer of any other information, reasonably believed by the Code Enforcement Officer to be reliable, giving rise to reasonable cause to believe that conditions or activities failing to comply with the Uniform Code or Energy Code exist;

provided, however, that nothing in this subdivision shall be construed as permitting an inspection under any circumstances under which a court order or warrant permitting such inspection is required, unless such court order or warrant shall have been obtained.

- (d) OFPC Inspections. Nothing in this section or in any other provision of this chapter shall supersede, limit, or impair the powers, duties and responsibilities of the New York State Office of Fire Prevention and Control ("OFPC") and the New York State Fire Administrator or other authorized entity under Executive Law section 156-e and Education Law section 807-b.
- (e) Fee. The fee specified in or determined in accordance with the provisions set forth in section 18 (Fees) of this chapter must be paid prior to or at the time each inspection performed pursuant to this section. This subdivision shall not apply to inspections performed by OFPC.

## **§ 92-12 Complaints.**

The Code Enforcement Officer shall review and investigate complaints which allege or assert the existence of conditions or activities that fail to comply with the Uniform Code, the Energy Code, this chapter, or any local law, ordinance or regulation adopted for administration and enforcement of the Uniform Code or the Energy Code.

The process for responding to a complaint shall include such of the following steps as the Code Enforcement Officer may deem to be appropriate:

- (a) Performing an inspection of the conditions and/or activities alleged to be in violation, and documenting the results of such inspection;
- (b) If a violation is found to exist, providing the owner of the affected property and any other Person who may be responsible for the violation with notice of the violation and opportunity to abate, correct or cure the violation, or otherwise proceeding in the manner described in section 17 (Violations) of this chapter;
- (c) If appropriate, issuing a Stop Work Order;
- (d) If a violation which was found to exist is abated or corrected, performing an inspection to ensure that the violation has been abated or corrected, preparing a final written report reflecting such abatement or correction, and filing such report with the complaint.

### **§ 92-13 Condition Assessments of Parking Garages.**

(a) Definitions. For the purposes of this section:

- (1) the term “condition assessment” means an on-site inspection and evaluation of a parking garage for evidence of deterioration of any structural element or building component of such parking garage, evidence of the existence of any unsafe condition in such parking garage, and evidence indicating that such parking garage is an unsafe structure;
- (2) the term “deterioration” means the weakening, disintegration, corrosion, rust, or decay of any structural element or building component, or any other loss of effectiveness of a structural element or building component;
- (3) the term “parking garage” means any building or structure, or part thereof, in which all or any part of any structural level or levels is used for parking or storage of motor vehicles, excluding:
  - (i) buildings in which the only level used for parking or storage of motor vehicles is on grade;
  - (ii) an attached or accessory structure providing parking exclusively for a detached one- or two-family dwelling; and
  - (iii) a townhouse unit with attached parking exclusively for such unit;
- (4) the term “professional engineer” means an individual who is licensed or otherwise authorized under Article 145 of the Education Law to practice the profession of engineering in the State of New York and who has at least three years of experience performing structural evaluations;
- (5) the term “responsible professional engineer” means the professional engineer who performs a condition assessment, or under whose supervision a condition assessment is performed, and who seals and signs the condition assessment report. The use of the term “responsible professional engineer” shall not be construed as limiting the professional responsibility or liability of any professional engineer, or of any other licensed professional, who participates in the preparation of a condition assessment without being the responsible professional engineer for such condition assessment.
- (6) the term “unsafe condition” includes the conditions identified as “unsafe” in section 304.1.1, section 305.1.1, and section 306.1.1 of the PMCNYS; and
- (7) the term “unsafe structure” means a structure that is so damaged, decayed, dilapidated, or structurally unsafe, or is of such faulty construction or unstable foundation, that partial or complete collapse is possible.

(b) Condition Assessments – general requirements. The owner operator of each parking garage shall cause such parking garage to undergo an initial condition assessment as described in subdivision (c) of this section, periodic condition assessments as described in subdivision (d)



of this section, and such additional condition assessments as may be required under subdivision (e) of this section. Each condition assessment shall be conducted by or under the direct supervision of a professional engineer. A written report of each condition assessment shall be prepared, and provided to the Village, in accordance with the requirements of subdivision (f) of this section. Before performing a condition assessment (other than the initial condition assessment) of a parking garage, the responsible professional engineer for such condition assessment shall review all available previous condition assessment reports for such parking garage.

- (c) Initial Condition Assessment. Each parking garage shall undergo an initial condition assessment as follows:
  - (1) Parking garages constructed on or after August 29, 2018, shall undergo an initial condition assessment following construction and prior to a certificate of occupancy or certificate of compliance being issued for the structure.
  - (2) Parking garages constructed prior to August 29, 2018, shall undergo an initial condition assessment as follows:
    - (i) if originally constructed prior to January 1, 1984, then prior to October 1, 2019;
    - (ii) if originally constructed between January 1, 1984 and December 31, 2002, then prior to October 1, 2020; and
    - (iii) if originally constructed between January 1, 2003 and August 28, 2018, then prior to October 1, 2021.
  - (3) Any parking garage constructed prior to the effective date of the local law enacting this provision that has not undergone an initial condition assessment prior to that effective date shall undergo an initial condition assessment prior to six (6) months after the effective date of this local law.
- (d) Periodic Condition Assessments. Following the initial condition assessment of a parking garage, such parking garage shall undergo periodic condition assessments at intervals not to exceed (3) years.
- (e) Additional Condition Assessments.
  - (1) If the latest condition assessment report for a parking garage includes a recommendation by the responsible professional engineer that an additional condition assessment of such parking garage, or any portion of such parking garage, be performed before the date by which the next periodic condition assessment would be required under subdivision (c) of this section, the owner or operator of such parking garage shall cause such parking garage (or, if applicable, the portion of such parking garage identified by the responsible professional engineer) to undergo an additional condition assessment no later than the date recommended in such condition assessment report.
  - (2) If the Village becomes aware of any new or increased deterioration which, in the

judgment of the Village, indicates that an additional condition assessment of the entire parking garage, or of the portion of the parking garage affected by such new or increased deterioration, should be performed before the date by which the next periodic condition assessment would be required under subdivision (c) of this section, the owner or operator of such parking garage shall cause such parking garage (or, if applicable, the portion of the parking garage affected by such new or increased deterioration) to undergo an additional condition assessment no later than the date determined by the Village to be appropriate.

- (f) Condition Assessment Reports. The responsible professional engineer shall prepare, or directly supervise the preparation of, a written report of each condition assessment, and shall submit such condition assessment report to the Village within sixty (60) days. Such condition assessment report shall be sealed and signed by the responsible professional engineer, and shall include:
- (1) an evaluation and description of the extent of deterioration and conditions that cause deterioration that could result in an unsafe condition or unsafe structure;
  - (2) an evaluation and description of the extent of deterioration and conditions that cause deterioration that, in the opinion of the responsible professional engineer, should be remedied immediately to prevent an unsafe condition or unsafe structure;
  - (3) an evaluation and description of the unsafe conditions;
  - (4) an evaluation and description of the problems associated with the deterioration, conditions that cause deterioration, and unsafe conditions;
  - (5) an evaluation and description of the corrective options available, including the recommended timeframe for remedying the deterioration, conditions that cause deterioration, and unsafe conditions;
  - (6) an evaluation and description of the risks associated with not addressing the deterioration, conditions that cause deterioration, and unsafe conditions;
  - (7) the responsible professional engineer's recommendation regarding preventative maintenance;
  - (8) except in the case of the report of the initial condition assessment, the responsible professional engineer's attestation that he or she reviewed all previously prepared condition assessment reports available for such parking garage, and considered the information in the previously prepared reports while performing the current condition assessment and while preparing the current report; and
  - (9) the responsible professional engineer's recommendation regarding the time within which the next condition assessment of the parking garage or portion thereof should be performed. In making the recommendation regarding the time within which the next condition assessment of the parking garage or portion thereof should be performed, the responsible professional engineer shall consider the parking garage's age, maintenance

history, structural condition, construction materials, frequency and intensity of use, location, exposure to the elements, and any other factors deemed relevant by the responsible professional engineer in their professional judgment.

- (g) Review Condition Assessment Reports. The Village shall take such enforcement action or actions in response to the information in such condition assessment report as may be necessary or appropriate to protect the public from the hazards that may result from the conditions described in such report. In particular, but not by way of limitation, the Village shall, by Order to Remedy or such other means of enforcement as the Village may deem appropriate, require the owner or operator of the parking garage to repair or otherwise remedy all deterioration, all conditions that cause deterioration, and all unsafe conditions identified in such condition assessment report pursuant to paragraphs (2) and (3) of subdivision (f). All repairs and remedies shall comply with the applicable provisions of the Uniform Code. This section shall not limit or impair the right of the Village to take any other enforcement action, including but not limited to suspension or revocation of a parking garage's operating permit, as may be necessary or appropriate in response to the information in a condition assessment report.
- (h) The Village shall retain all condition assessment reports for the life of the parking garage. Upon request by a professional engineer who has been engaged to perform a condition assessment of a parking garage, and who provides the Village with a written statement attesting to the fact that he or she has been so engaged, the Village shall make the previously prepared condition assessment reports for such parking garage (or copies of such reports) available to such professional engineer. The Village shall be permitted to require the owner or operator of the subject parking garage to pay all costs and expenses associated with making such previously prepared condition assessment reports (or copies thereof) available to the professional engineer.
- (i) This section shall not limit or impair the right or the obligation of the Village:
  - (1) to perform such construction inspections as are required by section 5 (Construction Inspections) of this chapter;
  - (2) to perform such periodic fire safety and property maintenance inspections as are required by section 11 (Fire Safety and Property Maintenance Inspections) of this chapter; and/or
  - (3) to take such enforcement action or actions as may be necessary or appropriate to respond to any condition that comes to the attention of the Village by means of its own inspections or observations, by means of a complaint, or by any other means other than a condition assessment or a report of a condition assessment.

#### **§ 92-14 Climatic and Geographic Design Criteria.**

- (a) The Code Enforcement Officer shall determine the climatic and geographic design criteria for buildings and structures constructed within this Village as required by the Uniform Code. Such determinations shall be made in the manner specified in the Uniform Code using, where applicable, the maps, charts, and other information provided in the Uniform Code. The criteria to be so determined shall include but shall not necessarily be limited to, the following:

- (1) design criteria to include ground snow load; wind design loads; seismic category; potential damage from weathering, frost, and termite; winter design temperature; whether ice barrier underlayment is required; the air freezing index; and the mean annual temperature;
  - (2) heating and cooling equipment design criteria for structures within the scope of the RCNYS. The design criteria shall include the data identified in the Design Criteria Table found in Chapter 3 of the RCNYS; and
  - (3) flood hazard areas, flood hazard maps, and supporting data. The flood hazard map shall include, at a minimum, special flood hazard areas as identified by the Federal Emergency Management Agency in the Flood Insurance Study for the community, as amended or revised with:
    - (i) the accompanying Flood Insurance Rate Map (FIRM);
    - (ii) Flood Boundary and Floodway Map (FBFM); and
    - (iii) related supporting data along with any revisions thereto.
- (b) The Code Enforcement Officer shall prepare a written record of the climatic and geographic design criteria determined pursuant to subdivision (a) of this section, shall maintain such record within the office of the Code Enforcement Officer, and shall make such record readily available to the public.

#### **§ 92-15 Record Keeping.**

- (a) The Code Enforcement Officer shall keep permanent official records of all transactions and activities conducted by all Code Enforcement Personnel, including records of:
- (1) all applications received, reviewed and approved or denied;
  - (2) all plans, specifications and construction documents approved;
  - (3) all Building Permits, Certificates of Occupancy, Certificates of Compliance, Temporary Certificates, Stop Work Orders, and Operating Permits issued;
  - (4) all inspections and tests performed;
  - (5) all statements and reports issued;
  - (6) all complaints received;
  - (7) all investigations conducted;
  - (8) all condition assessment reports received;
  - (9) all fees charged and collected; and

(10) all other features and activities specified in or contemplated by sections 4 through 14, inclusive, of this chapter.

(b) All such records shall be public records open for public inspection during normal business hours. All plans and records pertaining to buildings or structures, or appurtenances thereto, shall be retained for at least the minimum time period so required by State law and regulation.

#### **§ 92-16 Program Review and Reporting.**

(a) The Code Enforcement Officer shall annually submit to the Village Board of this Village a written report and summary of all business conducted by the Code Enforcement Officer and the Inspectors, including a report and summary of all transactions and activities described in section 14 (Record Keeping) of this chapter and a report and summary of all appeals or litigation pending or concluded.

(b) The Code Enforcement Officer shall annually submit to the Secretary of State, on behalf of this Village, on a form prescribed by the Secretary of State, a report of the activities of this Village relative to administration and enforcement of the Uniform Code.

(c) The Code Enforcement Officer shall, upon request of the New York State Department of State, provide to the New York State Department of State, true and complete copies of the records and related materials this Village is required to maintain; true and complete copies of such portion of such records and related materials as may be requested by the Department of State; and/or such excerpts, summaries, tabulations, statistics, and other information and accounts of its activities in connection with administration and enforcement of the Uniform Code and/or Energy Code as may be requested by the Department of State.

#### **§ 92-17 Violations.**

(a) Orders to Remedy. The Code Enforcement Officer is authorized to order in writing the remedying of any condition or activity found to exist in, on or about any building, structure, or premises in violation of the Uniform Code, the Energy Code, or this chapter. An Order to Remedy shall be in writing; shall be dated and signed by the Code Enforcement Officer; shall specify the condition or activity that violates the Uniform Code, the Energy Code, or this chapter; shall specify the provision or provisions of the Uniform Code, the Energy Code, or this chapter which is/are violated by the specified condition or activity; and shall include a statement substantially similar to the following:

“The person or entity served with this Order to Remedy must completely remedy each violation described in this Order to Remedy by \_\_\_\_\_ [specify date], which is thirty (30) days after the date of this Order to Remedy.”

The Order to Remedy may include provisions ordering the person or entity served with such Order to Remedy (1) to begin to remedy the violations described in the Order to Remedy immediately, or within some other specified period of time which may be less than thirty (30) days; to continue diligently to remedy such violations until each such violation is fully remedied; and, in any event, to complete the remedying of all such violations within thirty (30) days of the date of such Order to Remedy; and/or (2) to take such other protective actions (such as vacating the building or

barricading the area where the violations exist) which are authorized by this chapter or by any other applicable statute, regulation, rule, local law or ordinance, and which the Code Enforcement Officer may deem appropriate, during the period while such violations are being remedied. The Code Enforcement Officer shall cause the Order to Remedy, or a copy thereof, to be served on the owner of the affected property personally or by registered mail or certified mail within five (5) days after the date of the Order to Remedy. The Code Enforcement Officer shall be permitted, but not required, to cause the Order to Remedy, or a copy thereof, to be served on any builder, architect, tenant, contractor, subcontractor, construction superintendent, or their agents, or any other Person taking part or assisting in work being performed at the affected property personally or by registered mail or certified mail within five (5) days after the date of the Order to Remedy; provided, however, that failure to serve any Person mentioned in this sentence shall not affect the efficacy of the Compliance Order.

(b) Appearance Tickets. The Code Enforcement Officer and each Inspector are authorized to issue appearance tickets for any violation of the Uniform Code.

(c) Penalties. In addition to such other penalties as may be prescribed by State law,

(1) any Person who violates any provision of this chapter or any term, condition, or provision of any Building Permit, Certificate of Occupancy, Certificate of Compliance, Temporary Certificate, Stop Work Order, Operating Permit or other notice or order issued by the Code Enforcement Officer pursuant to any provision of this chapter, shall be punishable by a fine of not more than \$250 per day of violation, or imprisonment not exceeding 15 days, or both; and

(2) any Person who violates any provision of the Uniform Code, the Energy Code or this chapter, or any term or condition of any Building Permit, Certificate of Occupancy, Certificate of Compliance, Temporary Certificate, Stop Work Order, Operating Permit or other notice or order issued by the Code Enforcement Officer pursuant to any provision of this chapter, shall be liable to pay a civil penalty of not more than \$250 for each day or part thereof during which such violation continues. The civil penalties provided by this paragraph shall be recoverable in an action instituted in the name of this Village.

(d) Injunctive Relief. An action or proceeding may be instituted in the name of this Village, in a court of competent jurisdiction, to prevent, restrain, enjoin, correct, or abate any violation of, or to enforce, any provision of the Uniform Code, the Energy Code, this chapter, or any term or condition of any Building Permit, Certificate of Occupancy, Certificate of Compliance, Temporary Certificate, Stop Work Order, Operating Permit, Order to Remedy, or other notice or order issued by the Code Enforcement Officer pursuant to any provision of this chapter. In particular, but not by way of limitation, where the construction or use of a building or structure is in violation of any provision of the Uniform Code, the Energy Code, this chapter, or any Stop Work Order, Order to Remedy or other order obtained under the Uniform Code, the Energy Code or this chapter, an action or proceeding may be commenced in the name of this Village, in the Supreme Court or in any other court having the requisite jurisdiction, to obtain an order directing the removal of the building or structure or an abatement of the condition in violation of such provisions. No action or proceeding described in this subdivision shall be commenced without the appropriate authorization from the Village Board of this Village.

- (e) Remedies Not Exclusive. No remedy or penalty specified in this section shall be the exclusive remedy or remedy available to address any violation described in this section, and each remedy or penalty specified in this section shall be in addition to, and not in substitution for or limitation of, the other remedies or penalties specified in this section, in section 6 (Stop Work Orders) of this chapter, in any other section of this chapter, or in any other applicable law. Any remedy or penalty specified in this section may be pursued at any time, whether prior to, simultaneously with, or after the pursuit of any other remedy or penalty specified in this section, in section 6 (Stop Work Orders) of this chapter, in any other section of this chapter, or in any other applicable law. In particular, but not by way of limitation, each remedy and penalty specified in this section shall be in addition to, and not in substitution for or limitation of, the penalties specified in subdivision (2) of section 382 of the Executive Law, and any remedy or penalty specified in this section may be pursued at any time, whether prior to, simultaneously with, or after the pursuit of any penalty specified in subdivision (2) of section 382 of the Executive Law.

#### **§ 92-18 Fees.**

A fee schedule shall be established by resolution of the Village Board of this Village. Such fee schedule may thereafter be amended from time to time by like resolution. The fees set forth in, or determined in accordance with, such fee schedule or amended fee schedule shall be charged and collected for the submission of applications, the issuance of Building Permits, amended Building Permits, renewed Building Permits, Certificates of Occupancy, Certificates of Compliance, Temporary Certificates, Operating Permits, fire safety and property maintenance inspections, and other actions of the Code Enforcement Officer described in or contemplated by this chapter.

#### **§ 92-19 Intermunicipal Agreements.**

The Village Board of this Village may, by resolution, authorize the Mayor of this Village to enter into an agreement, in the name of this Village, with other governments to carry out the terms of this chapter, provided that such agreement does not violate any provision of the Uniform Code, the Energy Code, Part 1203 of Title 19 of the NYCRR, or any other applicable law.

#### Section 2. Separability

The provisions of this local law are separable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words, or parts of this local law or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this local law would have been adopted if such illegal, invalid, or unconstitutional provision, clause, sentence, subsection, word or part had not been included therein, and as if such person or circumstance, to which the local law or part thereof is held inapplicable, had been specifically exempt therefrom.

#### Section 3. Repealer

All Ordinances, Local Laws and parts thereof inconsistent with this Local Law are hereby repealed.

Section 4.      Effective Date

        This local law shall take effect immediately upon filing with the New York State Secretary of State in accordance with Section 27 of the Municipal Home Rule Law.



**Village of Owego  
22 Elm Street  
Owego, NY 13827**

**Approval of the 2023 Amended Municipal Cooperative Agreement for the Greater Tompkins  
County Municipal Health Insurance Consortium**

WHEREAS, the Village of Owego (municipality) is a Participant in the Greater Tompkins County Municipal Health Insurance Consortium (the "Consortium"), a municipal cooperative organized under Article 47 of the New York Insurance Law, and

WHEREAS, the municipal participants in the Consortium, have approved and executed a certain Municipal Cooperation Agreement (the "Agreement"; effective date of October 1, 2010) and the 2023 Amendment that provides for the operation and governance of the Consortium, and

WHEREAS, the Consortium's Board of Directors has recommended approval of the 2023 amended agreement, and

WHEREAS, the Municipal Cooperative Agreement requires that amendments to the agreement be presented to each participant for review and adopted by each municipal board,

RESOLVED, that the Village of Owego(municipality) approves and authorizes the Chief Executive Officer to sign the 2023 Amendment to the Municipal Cooperative Agreement of the Greater Tompkins County Municipal Health Insurance Consortium,

RESOLVED, further, that the Clerk of the Village of Owego (municipality) is hereby authorized to execute this Resolution to indicate its approval, transmit a copy thereof to the Board of Directors of the Greater Tompkins County Municipal Health Insurance Consortium, and take any other such actions as may be required by law.

**2023 Municipal Cooperative Agreement Signature**

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed as of the date adopted by the Greater Tompkins County Municipal Health Insurance Consortium Board of Directors and subsequently adopted by the Municipal Corporation named below.

Village of Owego

Michael Baratta III, Mayor

\_\_\_\_\_  
January 17, 2023

Signature Date



# Greater Tompkins County Municipal Health Insurance Consortium

P.O. Box 7 • Ithaca, New York 14851 • (607) 274-5590

Headquarters: 215 N. Tioga Street, Ithaca, NY 14850

[www.healthconsortium.net](http://www.healthconsortium.net) • [consortium@tompkins-co.org](mailto:consortium@tompkins-co.org)

*"Individually and collectively we invest in realizing high quality, affordable, dependable health insurance."*

## 2023 AMENDMENT

### TO THE

### MUNICIPAL COOPERATION AGREEMENT

*(Adopted September 22, 2022; effective January 1, 2023)*

**THIS AGREEMENT** (the "Agreement") made effective as of the 1<sup>st</sup> day of October 2010 (the "Effective Date"), and as amended herein, by and among each of the signatory municipal corporations hereto (collectively, the "Participants").

### W H E R E A S:

1. Article 5-G of the New York General Municipal Law (the "General Municipal Law") authorizes municipal corporations to enter into cooperative agreements for the performance of those functions or activities in which they could engage individually;

2. Sections 92-a and 119-o of the General Municipal Law authorize municipalities to purchase a single health insurance policy, enter into group health plans, and establish a joint body to administer a health plan;

3. Article 47 of the New York Insurance Law (the "Insurance Law" or "N.Y. Insurance Law"), and the rules and regulations of the New York State Superintendent of Financial Services (the "Superintendent") set forth certain requirements for governing self-insured municipal cooperative health insurance plans;

4. Section 4702(f) of the Insurance Law defines the term "municipal corporation" to include a county, city, town, village, school district, board of cooperative educational services, public library (as defined in Section 253 of the New York State Education Law) and district (as defined in Section 119-n of the General Municipal Law); and

5. The Participants have determined to their individual satisfaction that furnishing the health benefits (including, but not limited to, medical, surgical, hospital, prescription drug, dental, and/or vision) for their eligible officers, eligible employees (as defined by the Internal Revenue Code of 1986, as amended, and the Internal Revenue Service rules and regulations), eligible retirees, and the eligible dependents of eligible officers, employees and retirees (collectively, the "Enrollees") (such definition does not include independent contractors and/or consultants) through a municipal cooperative is in their best interests as it is more cost-effective and efficient. Eligibility requirements shall be determined by each Participant's collective bargaining agreements and/or their personnel policies and procedures.

**NOW, THEREFORE**, the parties agree as follows:

#### **A. PARTICIPANTS.**

1. The Participants hereby designate themselves under this Agreement as the Greater Tompkins County Municipal Health Insurance Consortium (the "Consortium") for the purpose of providing health benefits (medical, surgical, hospital, prescription drug, dental, and/or vision)

3. Membership in the Consortium may be offered to any municipal corporation as defined in N.Y. Insurance Law Section 4702(f) within the geographical boundaries of the Counties of Tompkins, Broome, Cayuga, Chenango, Chemung, Cortland, Livingston, Madison, Monroe, Onondaga, Ontario, Oswego, Tioga, Schuyler, Seneca, Steuben, Wayne, and Yates, provided however that, in the sole discretion of the Board (as defined below), the applicant provides satisfactory proof of its financial responsibility. Membership shall be subject to the terms and conditions set forth in this Agreement, any amendments hereto, and applicable law. Upon admission of any new Participant, the Consortium shall amend Section A(2) of this Agreement to reflect that change in membership, which must be submitted to the New York State Department of Financial Services ("DFS") for approval. The geographic boundaries of the Consortium shall not be expanded beyond the above-listed counties without amendment of the MCA, submitted to DFS for approval, and prior DFS approval of an amendment to the Certificate of Authority.

4. The Board, in its sole discretion, and by a two-thirds (2/3) vote of the entire Board, may elect to permit additional municipal corporations located within the geographical boundaries set forth in Section A(3) to become Participants subject to satisfactory proof, as determined by the Board, of such municipal corporation's financial responsibility. Such corporations must agree to continue as a Participant for a minimum of three (3) years upon entry.

5. Participation in the Medical Plan(s) by some, but not all, collective bargaining units or employee groups of a Participant shall not be permitted without a Board approved waiver. Participants with a waiver allowing active employees not enrolled in Consortium benefit plan options, must, within 3 (three) years of the date of enrolling in the Consortium, fully enroll all of their active employees in Consortium plan options. Failure to comply with this provision may be grounds for termination from participation in the Consortium as defined in Section Q(3).

6. Initial membership of additional participants shall become effective as soon as practical but preferably on the first day of the Plan Year following the adoption by the Board of the resolution to accept a municipal corporation as a Participant. Such municipal corporation must agree to continue as a Participant for a minimum of three (3) years upon entry.

7. A municipal corporation that was previously a Participant, but is no longer a Participant, and which is otherwise eligible for membership in the Consortium, may apply for re-entry after a minimum of three (3) years has passed since it was last a Participant. Such re-entry shall be subject to the approval of two-thirds (2/3) of the entire Board. This re-entry waiting period may be waived by the approval of two-thirds (2/3) of the entire Board. In order to re-enter the Consortium, a municipal corporation employer must have satisfied in full all of its outstanding financial obligations to the Consortium. A municipal corporation must agree to continue as a Participant for a minimum of three (3) years upon re-entry.

## **B. PARTICIPANT LIABILITY.**

1. The Participants shall share in the costs of, and assume the liabilities for benefits (including medical, surgical, and hospital) provided under the Medical Plan(s) to covered officers, employees, retirees, and their dependents. Each Participant shall pay on demand such Participant's share of any assessment or additional contribution ordered by the governing board of the municipal cooperative health benefit plan, as set forth in Section L(4) of this Agreement or as ordered by the Superintendent or under Article 74 (seventy four) of the New York State Insurance Law. The pro rata share shall be based on the Participant's relative "premium" contribution to the Medical Plan(s) as a percentage of the aggregate "premium" contribution to the Medical Plan(s), as is appropriate based on the nature of the assessment or contribution.

6. Except as otherwise provided in Section D of the Agreement, each Director shall be entitled to one vote. A majority of the entire Board, not simply those present, is required for the Board to take any official action, unless otherwise specified in this Agreement. The “entire Board”, as used herein and elsewhere in this Agreement, shall mean the total number of Directors when there are no vacancies.

While physical presence is strongly encouraged, Directors who cannot be physically present at any meeting may attend remotely utilizing videoconferencing that allows for real time audio and visual participation and voting in the meeting upon confirmation that communication is with all participants as it progresses.

7. Each Participant may designate in writing an alternate Director to attend the Board's meeting when its Director cannot attend. The alternate Director may participate in the discussions at the Board meeting and will, if so designated in writing by the Participant, be authorized to exercise the Participant's voting authority. Only alternate Directors with voting authority shall be counted toward a quorum. The Joint Committee on Plan Structure and Design may designate alternate Directors as set forth in Section C(11).

8. A majority of the Directors of the Board shall constitute a quorum. A quorum is a simple majority (more than half) of the entire Board. A quorum is required for the Board to conduct any business. This quorum requirement is independent of the voting requirements set forth in Section C(6). The Board shall meet on an annual basis, at a time and place within the State of New York determined by a vote of the Board. The Board shall hold an annual meeting (the “Annual Meeting”) in September of each Plan Year.

9. Special meetings of the Board may be called at any time by the Chairperson or by any two (2) Directors. Whenever practicable, the person or persons calling such special meeting shall give at least a three (3) day notice to all of the other Directors. Such notice shall set forth the time and place of the special meeting as well as a detailed agenda of the matters proposed to be acted upon. In the event the three (3) day notice cannot be given, each Director shall be given such notice as is practicable under the circumstances.

10. In the event that a special meeting is impractical due to the nature and/or urgency of any action which, in the opinion of the Chairperson, is necessary or advisable to be taken on behalf of the Consortium, the Chairperson may send resolutions regarding said actions via electronic communication to each and all of the Directors. The Directors may then electronically communicate their approval or disapproval of said resolution via signed document to the Chairperson. In accordance with NY Business Corporation Law Section 708(b), unanimous consent is required for the Chairperson to act on behalf of the Board in reliance upon such approvals. Any actions taken by the Chairperson pursuant to this paragraph shall be ratified at the next scheduled meeting of the Board.

11. The Chair of the Joint Committee on Plan Structure and Design and any At-Large Labor Representatives (as defined in Section K) (collectively the “Labor Representatives”) shall serve as Directors and shall have the same rights and obligations as all other Directors. The Joint Committee on Plan Structure and Design may designate in writing alternate Directors to attend the Board's meetings when the Labor Representatives cannot attend. The alternate Director may, if designated in writing, be authorized to exercise the Labor Representatives' voting authority.

#### **D. WEIGHTED VOTING.**

1. Except as otherwise provided in this Agreement, any two or more Directors, acting jointly, may require a weighted vote on any matter that may come before the Board. In such event,

a copy of the Medical Plan(s) effective on the date of this Agreement is incorporated by reference into this Agreement.

- e. In accordance with N.Y. Insurance Law § 4705(d)(2) and N.Y. General Municipal Law § 119-o(2)(d) & (2)(i), the Board may contract with third parties, if appropriate, which may include one or more Participants, for the furnishing of all goods and services reasonably needed in the efficient operation and administration of the Consortium, including, without limitation, accounting services, legal counsel, contract administration services, consulting services, purchase of insurances and actuarial services. Provided, however (a) the charges, fees and other compensation for any contracted services shall be clearly stated in written administrative services contracts, as required in Section 92-a(6) of the General Municipal Law; (b) payment for contracted services shall be made only after such services are rendered; (c) no Director or any member of such Director's immediate family shall be an owner, officer, director, partner or employee of any contract administrator retained by the Consortium; and (d) all such agreements shall otherwise comply with the requirements of Section 92-a(6) of the General Municipal Law.
- f. To purchase stop-loss insurance on behalf of the Consortium and determine each year the insurance carrier or carriers who are to provide the stop-loss insurance coverage during the next Plan Year, as required by N.Y. Insurance Law Sections 4707 and 4705(d)(3).
- g. To designate one governing Board member to retain custody of all reports, statements, and other documents of the Consortium, in accordance with N.Y. Insurance Law Section 4705(c)(2), and who shall also take minutes of each Board meeting which, if appropriate, shall be acted upon by the Board in a subsequent meeting.
- h. In accordance with N.Y. Insurance Law § 4705(e)(1), to choose the certified public accountant and the actuary to provide the reports required by this Agreement and any applicable law.
- i. In accordance with N.Y. Insurance Law § 4705 (d)(5)(A), designate the banks or trust companies in which joint funds, including reserve funds, are to be deposited and which shall be located in this state, duly chartered under federal law or the laws of this state.
- j. In accordance with N.Y. Insurance Law § 4705 (a)(6), designate the fiscal officer of a participating municipal corporation to be the Chief Fiscal Officer of the municipal cooperative health benefit plan, and who will serve on the Executive Committee.

2. Subject to the voting and quorum requirements set forth in this Agreement, the Board is authorized to take action on the following matters:

- a. To fix the frequency, time and place of regular Board meetings.
- b. To have a plan consultant (the "Plan Consultant) contract in place for the upcoming Plan Year, prior to October 1<sup>st</sup> of each year.

- e. In consultation with a nomination committee, fill any vacancy on the Executive Committee from among the Board's members as set forth in its Bylaws.
- f. Establish administrative guidelines for the efficient operation of the Consortium.
- g. Take all necessary action to ensure the Consortium is operated and administered in accordance with the laws of the State of New York.

## **G. OFFICERS**

1. At the Annual Meeting, the Board shall elect from its Directors a Chairperson, Vice Chairperson, Chief Fiscal Officer, and Secretary, who shall serve for a term of one (1) year or until their successors are elected and qualified. Any vacancy in an officer's position shall be filled at the next meeting of the Board.

2. Officers of the Consortium and employees of any third-party vendor, including without limitation the officers and employees of any Participant, who assist or participate in the operation of the Consortium, shall not be deemed employees of the Consortium. Each third-party vendor shall provide for all necessary services and materials pursuant to annual contracts with the Consortium. The officers of the Consortium shall serve without compensation from the Consortium, but may be reimbursed for reasonable out-of-pocket expenses incurred in connection with the performance of such officers' duties.

3. Officers shall serve at the pleasure of the Board and may be removed or replaced upon a two-thirds (2/3) vote of the entire Board. This provision shall not be subject to the weighted voting alternative set forth in Section D.

## **H. CHAIRPERSON; VICE CHAIRPERSON; SECRETARY**

1. The Chairperson shall be the Chief Executive Officer of the Consortium.

2. The Chairperson, or in the absence of the Chairperson, the Vice Chairperson, shall preside at all meetings of the Board.

3. In the absence of the Chairperson, the Vice Chairperson shall perform all duties related to that office.

4. The Secretary shall retain custody of all reports, statements, and other documents of the Consortium and ensure that minutes of each Board meeting are taken and transcribed which shall be acted on by the Board at a subsequent meeting, as appropriate.

## **I. CHIEF FISCAL OFFICER**

1. The Chief Fiscal Officer shall act as the chief financial administrator of the Consortium and disbursing agent for all payments made by the Consortium, and shall have custody of all monies either received or expended by the Consortium. The Chief Fiscal Officer may delegate duties and

- b. an annual report and quarterly reports describing the Consortium's current financial status; and
- c. an annual independent actuarial opinion on the financial soundness of the Consortium, including the actuarial soundness of contribution or premium equivalent rates and reserves, both as paid in the current Plan Year and projected for the next Plan Year.

8. Within ninety (90) days after the end of each Plan Year, the Chief Fiscal Officer shall furnish to the Board a detailed report of the operations and condition of the Consortium's reserve funds.

#### **J. PLAN ADMINISTRATOR**

The Board, by a two-thirds (2/3) vote of the entire Board, may annually designate an administrator and/or insurance company of the Medical Plan (the "Plan Administrator") and the other provider(s) who are deemed by the Board to be qualified to receive, investigate, audit, and recommend or make payment of claims, provided that the charges, fees and other compensation for any contracted services shall be clearly stated in written administrative services and/or insurance contracts and payment for such contracted services shall be made only after such services are rendered or are reasonably expected to be rendered. All such contracts shall conform to the requirements of Section 92-a(6) of the General Municipal Law.

#### **K. JOINT COMMITTEE ON PLAN STRUCTURE AND DESIGN**

1. There shall be a Joint Committee on Plan Structure and Design (the "Joint Committee"), which shall consist of (a) a representative of each collective bargaining unit that is the exclusive collective bargaining representative of any Enrollee or group of Enrollees covered by the Medical Plan(s) (the "Union Members"); and (b) a representative of each Participant (the "Management Members"). Management Members may, but are not required to be, Directors.

2. The Joint Committee shall review all prospective Board actions in connection with the benefit structure and design of the Medical Plan(s), and shall develop findings and recommendations with respect to such matters. The Chair of the Joint Committee shall report such findings and recommendations to the Board at any regular or special meeting of the Board.

3. The Joint Committee shall select (a) from among the Union Members, an individual who shall serve as Chair of the Joint Committee; and (b) from among the Management Members, an individual who shall serve as Vice Chair of the Joint Committee. The Joint Committee shall establish its own parliamentary rules and procedures.

4. Each eligible union shall establish such procedures by which its representative to the Joint Committee is chosen and such representative shall be designated in writing to the Chairperson of the Board and the Chair of the Joint Committee.

5. The Union Members on the Joint Committee on Plan Structure and Design shall select from among the Union Members an individual to serve as an additional at-large voting



However, the failure of a Participant to receive the Enrollee contribution on time shall not diminish or delay the payment of the Participant's monthly premium equivalent to the Consortium, as set forth in this Agreement.

**N. ADDITIONAL BENEFITS.**

Any Participant choosing to provide more benefits, coverages, or enrollment eligibility other than that provided under the Medical Plan(s), will do so at its sole expense. This Agreement shall not be deemed to diminish such Participant's benefits, coverages or enrollment eligibility, the additional benefits and the payment for such additional benefits, shall not be part of the Consortium and shall be administered solely by and at the expense of the Participant.

**O. REPORTING.**

The Board, through its officers, agents, or delegates, shall ensure that the following reports are prepared and submitted:

1. Annually after the close of the Plan Year, not later than one-hundred twenty (120) days after the close of the Plan Year, the Board shall file a report with the Superintendent showing the financial condition and affairs of the Consortium, including an annual independent financial audit statement and independent actuarial opinion, as of the end of the preceding plan year.
2. Annually after the close of the Plan Year, the Board shall have prepared a statement and independent actuarial opinion on the financial soundness of the Consortium, including the contribution or premium equivalent rates and reserves, both as paid in the current Plan Year and projected for the next Plan Year.
3. The Board shall file reports with the Superintendent describing the Consortium's then current financial status within forty-five (45) days of the end of each quarter during the Plan year.
4. The Board shall provide the annual report to all Participants and all unions, which are the exclusive collective bargaining representatives of Enrollees, which shall be made available for review to all Enrollees.
5. The Board shall submit to the Superintendent a report describing any material changes in any information originally provided in the Certificate of Authority. Such reports, in addition to the reports described above, shall be in such form, and containing such additional content, as may be required by the Superintendent.

**P. WITHDRAWAL OF PARTICIPANT**

1. Withdrawal of a Participant from the Consortium shall be effective only once annually on the last day of the Plan Year.
2. Notice of intention of a Participant to withdraw must be given in writing to the Chairperson prior to September 1<sup>st</sup> of each Plan Year. Failure to give such notice shall automatically extend the Participant's membership and obligations under the Agreement for another Plan Year, unless the Board shall consent to an earlier withdrawal by a two-thirds (2/3) vote.



Law").

a. At the annual meeting a year prior to the Review Date, the Board shall include as an agenda item a reminder of the Participants' coming obligation to review the terms and conditions of the Agreement.

b. During the calendar year preceding the Review Date, each Participant shall be responsible for independently conducting a review of the terms and conditions of the Agreement and submitting to the Board of Directors a written resolution containing any objection to the existing terms and conditions or any proposed modification or amendment to the existing Agreement, such written resolution shall be submitted to the Board on or before March 1<sup>st</sup> preceding the Review Date. Failure to submit any such resolution shall be deemed as each Participant's agreement and authorization to the continuation of the Consortium until the next Review Date under the existing terms and conditions of the Agreement.

c. As soon as practicable after March 1<sup>st</sup>, the Board shall circulate to all Participants copies of all resolutions submitted by the Participants. Subject to Section S hereof, any resolutions relating to the modification, amendment, or objection to the Agreement submitted prior to each Review Date shall be considered and voted on by the Participants at a special meeting called for such purpose. Such special meeting shall be held on or before July 1<sup>st</sup> preceding the Review Date.

d. Notwithstanding the foregoing or Section T hereof, if at the Annual Meeting following any scheduled Review Date the Board votes on and approves the budget and annual assessment for the next year, the Participants shall be deemed to have approved the continuation of the Consortium under the existing Agreement until the next Review Date.

3. The Participants acknowledge that it may be necessary in certain extraordinary circumstances to expel a Participant from the Consortium. In the event the Board determines that:

a. A Participant has acted inconsistently with the provisions of the Agreement in a way that threatens the financial well-being or legal validity of the Consortium; or

b. A Participant has acted fraudulently or has otherwise acted in bad faith with regards to the Consortium, or toward any individual Participant concerning matters relating to the Consortium, the Board may vote to conditionally terminate said Participant's membership in the Consortium. Upon such a finding by the affirmative vote of two-thirds (2/3) of the Participants, the offending Participant shall be given sixty (60) days to correct or cure the alleged wrongdoing to the satisfaction of the Board. Upon the expiration of said sixty (60) day period, an absent satisfactory cure, the Board may expel the Participant by an affirmative vote of two-thirds (2/3) of the Participants (exclusive of the Participant under consideration). This section shall not be subject to the weighted voting provision provided in Section D. Any liabilities associated with the Participant's departure from the Consortium under this provision shall be determined by the procedures set forth in Section P of this Agreement.

## **U. CONFIDENTIALITY**

Nothing contained in this Agreement shall be construed to waive any right that a covered person possesses under the Medical Plan(s) with respect to the confidentiality of medical records and that such rights will only be waived upon the written consent of such covered person.

## **V. ALTERNATIVE DISPUTE RESOLUTION ("ADR").**

1. General. The Participants acknowledge and agree that given their budgeting and fiscal constraints, it is imperative that any disputes arising out of the operation of the Consortium be limited and that any disputes which may arise be addressed as quickly as possible. Accordingly, the Participants agree that the procedures set forth in this Section V are intended to be the exclusive means through which disputes shall be resolved. The Participants also acknowledge and agree that by executing this Agreement each Participant is limiting its right to seek redress for certain types of disputes as hereinafter provided.

2. Disputes subject to ADR. Any dispute by any Participant, Board Member, or Committee Person arising out of or relating to a contention that:

a. The Board, the Board's designated agents, a Committee person, or any Participant has failed to adhere to the terms and conditions of this Agreement or any duly-passed resolution of the Board;

b. The Board, the Board's designated agents, a Committee person, or any Participant has acted in bad faith or fraudulently in undertaking any duty or action under the Agreement; or

c. Any other dispute otherwise arising out of or relating to: (i) the terms or conditions of this Agreement; (ii) any duly-passed decision, resolution, or policy by the Board of Directors; or (iii) otherwise requiring the interpretation of this Agreement shall be resolved exclusively through the ADR procedure set forth in paragraph (3) below.

3. ADR Procedure. Any dispute subject to ADR, as described in subparagraph (2), shall be resolved exclusively by the following procedure:

a. Board Consideration: Within ninety (90) days of the occurrence of any dispute, the objecting party (the "Claimant") shall submit a written notice of the dispute to the Chairperson specifying in detail the nature of the dispute, the parties claimed to have been involved, the specific conduct claimed, the basis under the Agreement for the Participant's objection, the specific injury or damages claimed to have been caused by the objectionable conduct to the extent then ascertainable, and the requested action or resolution of the dispute. A dispute shall be deemed to have occurred on the date the objecting party knew or reasonably should have known of the basis for the dispute.

i. Within sixty (60) days of the submission of the written notice, the Executive Committee shall, as necessary, request further information from the Claimant, collect such other information from any other interested party or source, form a recommendation as to whether the Claimant has a valid objection or claim, and if so, recommend a fair resolution of said claim. During such period, each party shall provide the other with any reasonably requested information within such party's control. The Executive Committee shall present

full force and effect and shall not be invalidated or rendered illegal or unenforceable or otherwise affected by such holding or adjudication.

4. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any claims made under Section V(3)(b) except to the extent otherwise limited therein, shall be governed by New York substantive law.

5. All notices to any party hereunder shall be in writing, signed by the party giving it, shall be sufficiently given or served if sent by registered or certified mail, return receipt requested, hand delivery, or overnight courier service addressed to the parties at the address designated by each party in writing. Notice shall be deemed given when transmitted.

6. This Agreement may be executed in two or more counterparts each of which shall be deemed to be an original but all of which shall constitute the same Agreement and shall become binding upon the undersigned upon delivery to the Chairperson of an executed copy of this Agreement together with a certified copy of the resolution of the legislative body approving this Agreement and authorizing its execution.

7. The provisions of Section V shall survive termination of this Agreement, withdrawal or expulsion of a Participant, and/or dissolution of the Consortium.

8. Article and section headings in this Agreement are included for reference only and shall not constitute part of this Agreement.

9. No findings or recommendations made by the Joint Committee on Plan Structure and Design or by the Chair of the Joint Committee shall be considered a waiver of any bargaining rights under any contract, law, rule, statute, or regulation.

10. The Chairperson and Executive Director are each designated attorneys-in-fact to receive service of any summons or other legal process in any action, suit or proceeding arising out of any contract, agreement, or transaction involving the Consortium. Service may be effected on either the Chairperson or Executive Director without requiring service to both.”

## **X. APPROVAL, RATIFICATION, AND EXECUTION**

1. As a condition precedent to execution of this Municipal Cooperative Agreement and membership in the Consortium, each eligible municipal corporation desiring to be a Participant shall obtain legislative approval of the terms and conditions of this Agreement by the municipality’s governing body.

2. Prior to execution of this Agreement by a Participant, the Participant shall provide the Chairperson with the resolution approving the municipality’s participation in this Consortium and expressly approving the terms and conditions of this Municipal Cooperative Agreement. Each presented resolution shall be maintained on file with the Consortium.

3. By executing this Agreement, each signatory warrants that he/she has complied with the approval and ratification requirements herein and is otherwise properly authorized to bind the participating municipal corporation to the terms and conditions of this Agreement.

**[Signature Pages Follow]**

## **Addendum “A”**

### **Example of Weighted Voting Formula under Section D(2)**

If 11 Participants have 500 or fewer enrollees each and 2 Participants have more than 500 enrollees each, under subparagraph “a” the 11 each get 1 vote. Under subparagraph “b” the 2 large Participants get 4 votes each, which is calculated by taking the total number of votes under subparagraph “a” [11] subtracting the number of Labor Representative votes [2], dividing by the number of eligible Participants under subsection “b” [2], and rounding the result [4.5] down to the nearest whole number [4]. The Labor Representative shall have 1 vote, irrespective of the votes available to the Participants.

# VILLAGE OF OWEGO

## Revenue Control Report

Fiscal Year: 2023 Period From: 5 To: 5

Fund A Dept Grp	GENERAL FUND	Curr. Month Revenue Receipts	Curr. Month Budget Balance	Original Budget	YTD Adjusted Budget	YTD Revenue Receipts	YTD Budget Balance	Percent Received Balance
Acct 1001	REAL PROPERTY TAX	0.00	0.00	2,265,810.00	2,265,810.00	2,266,166.00	(356.00)	100.02
Acct 1081	PAYMENT IN LIEU OF TAXES	0.00	0.00	22,000.00	22,000.00	2,924.99	19,075.01	13.30
Acct 1090	INTEREST AND PENALTY ON TAXES	(134.39)	134.39	10,000.00	10,000.00	5,816.19	4,183.81	58.16
Acct 1110	SALES AND USE TAX	28,269.11	(28,269.11)	270,000.00	270,000.00	134,140.90	135,859.10	49.68
Acct 1111	UTILITY TAX	115.73	(115.73)	45,000.00	45,000.00	8,686.92	36,313.08	19.30
Acct 1170	FRANCHISE TAX	11,567.71	(11,567.71)	42,000.00	42,000.00	24,060.00	17,940.00	57.29
Acct 1230	TREASURER FEES	96.25	(96.25)	1,000.00	1,000.00	407.25	592.75	40.73
Acct 1520	POLICE FEES	31.00	(31.00)	48,000.00	48,000.00	30,203.00	17,797.00	62.92
Acct 1640	AMBULANCE CHARGES	0.00	0.00	0.00	0.00	0.00	0.00	100.00
Acct 1710	PUBLIC WORKS SERVICES	0.00	0.00	1,500.00	1,500.00	16,626.05	(15,126.05)	1,108.40
Acct 2115	CODE ENFORCEMENT	0.00	0.00	1,000.00	1,000.00	0.00	1,000.00	0.00
Acct 2130	REFUSE AND GARBAGE CHARGES	0.00	0.00	0.00	0.00	0.00	0.00	100.00
Acct 2170	COMMUNITY SERVICES INCOME	0.00	0.00	0.00	0.00	0.00	0.00	100.00
Acct 2189	OTHER HOME AND COMMUNITY SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	100.00
Acct 2262	FIRE PROTECTION	0.00	0.00	26,000.00	26,000.00	0.00	26,000.00	0.00
Acct 2401	INTEREST EARNINGS	90.88	(90.88)	2,000.00	2,000.00	587.17	1,412.83	29.36
Acct 2410	RENTAL OF REAL PROPERTY	0.00	0.00	0.00	0.00	500.00	(500.00)	100.00
Acct 2530	GAME OF CHANCE	10.00	(10.00)	100.00	100.00	155.42	(55.42)	155.42
Acct 2540	BINGO LICENSE	0.00	0.00	100.00	100.00	29.44	70.56	29.44
Acct 2545	LICENSES	0.00	0.00	0.00	0.00	0.00	0.00	100.00
Acct 2590	BUILDING PERMITS	250.00	(250.00)	1,500.00	1,500.00	6,723.50	(5,223.50)	448.23
Acct 2591	STREET OPENING PERMITS	0.00	0.00	200.00	200.00	0.00	200.00	0.00
Acct 2610	FINES AND FORFEITURES	1,406.00	(1,406.00)	35,000.00	35,000.00	6,675.00	28,325.00	19.07
Acct 2611	FINES - CODE	0.00	0.00	1,000.00	1,000.00	0.00	1,000.00	0.00
Acct 2650	SALE OF SCRAP	0.00	0.00	2,000.00	2,000.00	0.00	2,000.00	0.00
Acct 2665	SALE OF EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00	100.00
Acct 2680	INSURANCE RECOVERY	0.00	0.00	10,000.00	10,000.00	825.10	9,174.90	8.25
Acct 2701	REFUND OF PRIOR YEAR	0.00	0.00	10,000.00	10,000.00	29,359.69	(19,359.69)	293.60
Acct 2705	GIFTS AND DONATIONS	0.00	0.00	1,000.00	1,000.00	0.00	1,000.00	0.00
Acct 2770	OTHER UNCLASSIFIED REVENUES	0.00	0.00	0.00	0.00	0.00	0.00	100.00
Acct 3001	STATE REVENUE SHARING	0.00	0.00	33,503.00	33,503.00	33,503.00	0.00	100.00
Acct 3005	MORTGAGE TAX	0.00	0.00	30,000.00	30,000.00	18,715.22	11,284.78	62.38
Acct 3070	RAILROAD INFRASTRUCTURE	0.00	0.00	0.00	0.00	0.00	0.00	100.00
Acct 3089	STATE AID	0.00	0.00	0.00	0.00	4,140.00	(4,140.00)	100.00

# VILLAGE OF OWEGO

## Revenue Control Report

Fiscal Year: 2023 Period From: 5 To: 5

Fund A Dept Grp	GENERAL FUND									
	Curr. Month Revenue Receipts	Curr. Month Budget Balance	Original Budget	YTD Adjusted Budget	YTD Revenue Receipts	YTD Budget Balance	Percent Received Balance			
Acct 3090	STATE GRANTS	0.00	0.00	150,000.00	150,000.00	0.00	150,000.00	0.00		
Acct 3389	STATE AID - LAW ENFORCEMENT	0.00	0.00	0.00	0.00	0.00	100.00			
Acct 3501	CHIPS	84,752.56	(84,752.56)	84,000.00	84,000.00	84,752.56	(752.56)	100.90		
Acct 3820	STATE AID - YOUTH	0.00	0.00	0.00	0.00	0.00	100.00			
Acct 3889	OTHER CUL & REC STATE AID	0.00	0.00	0.00	0.00	0.00	100.00			
Acct 3960	SEMA	0.00	0.00	0.00	0.00	0.00	100.00			
Acct 4089	FEDERAL AID - OTHER	0.00	0.00	0.00	0.00	0.00	100.00			
Acct 4320	CRIME CONTROL	0.00	0.00	80,000.00	80,000.00	0.00	80,000.00	0.00		
Acct 4389	FEDERAL AID - PUBLIC SAFETY	0.00	0.00	0.00	0.00	0.00	100.00			
Acct 4960	FEMA	0.00	0.00	0.00	0.00	0.00	100.00			
Acct 5031	INTERFUND TRANSFER	0.00	0.00	0.00	0.00	0.00	100.00			
Acct 5710	BONDS	0.00	0.00	0.00	0.00	0.00	100.00			
Acct 5720	BONDS	0.00	0.00	0.00	0.00	0.00	100.00			
Total Dept Grp		126,454.85	(126,454.85)	3,172,713.00	3,172,713.00	2,674,997.40	497,715.60	84.31		
Total Fund A	GENERAL FUND	126,454.85	(126,454.85)	3,172,713.00	3,172,713.00	2,674,997.40	497,715.60	84.31		
Grand Total		126,454.85	(126,454.85)	3,172,713.00	3,172,713.00	2,674,997.40	497,715.60	84.31		

NOTE: One or more accounts may not be printed due to Account Table restrictions.

Account Table: A

Alt. Sort Table:

VILLAGE OF OWEGO  
Expense Control Report

Fiscal Year: 2023 Period From: 5 To: 5

Account No.	Description	Curr. Month Total Expended	Original Budget	YTD Adjusted Budget	YTD Actual Expended	YTD Encumbered	YTD Available Balance	Percent Exp. Balance
<b>Fund A</b>	<b>GENERAL FUND</b>							
<b>Dept Grp CLERK</b>	<b>CLERK TREASURER</b>							
<b>Acct 1010</b>	<b>TRUSTEES</b>							
A.1010.10.120	PT SALARY	553.80	7,200.00	7,200.00	2,769.00	0.00	4,431.00	38.46
A.1010.40.733	TRAINING	0.00	4,800.00	4,800.00	0.00	0.00	4,800.00	0.00
<b>Total Acct 1010</b>	<b>TRUSTEES</b>	<b>553.80</b>	<b>12,000.00</b>	<b>12,000.00</b>	<b>2,769.00</b>	<b>0.00</b>	<b>9,231.00</b>	<b>23.08</b>
<b>Acct 1210</b>	<b>MAYOR</b>							
A.1210.10.120	PT SALARY	192.30	2,500.00	2,500.00	961.50	0.00	1,538.50	38.46
A.1210.40.660	TELEPHONE	31.20	500.00	500.00	156.26	0.00	343.74	31.25
A.1210.40.733	TRAINING	0.00	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
<b>Total Acct 1210</b>	<b>MAYOR</b>	<b>223.50</b>	<b>4,000.00</b>	<b>4,000.00</b>	<b>1,117.76</b>	<b>0.00</b>	<b>2,882.24</b>	<b>27.94</b>
<b>Acct 1320</b>	<b>AUDITOR</b>							
A.1320.40.140	CONTRACTED SERVICES	0.00	30,000.00	30,000.00	2,287.50	0.00	27,712.50	7.63
<b>Total Acct 1320</b>	<b>AUDITOR</b>	<b>0.00</b>	<b>30,000.00</b>	<b>30,000.00</b>	<b>2,287.50</b>	<b>0.00</b>	<b>27,712.50</b>	<b>7.63</b>
<b>Acct 1325</b>	<b>CLERK</b>							
A.1325.10.110	FT SALARY	5,797.86	78,500.00	78,500.00	24,909.21	0.00	53,590.79	31.73
A.1325.10.315	OVERTIME	824.89	0.00	0.00	4,096.83	0.00	(4,096.83)	0.00
A.1325.10.316	VACATION BUYBACK	0.00	2,550.00	2,550.00	0.00	0.00	2,550.00	0.00
A.1325.10.317	SICK LEAVE BUYBACK	0.00	0.00	0.00	0.00	0.00	0.00	0.00
A.1325.30.100	EQUIPMENT	0.00	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00
A.1325.30.102	SOFTWARE	0.00	15,000.00	15,000.00	0.00	0.00	15,000.00	0.00
A.1325.40.010	ADVERTISING.	46.61	2,000.00	2,000.00	118.07	0.00	1,881.93	5.90
A.1325.40.100	DATA PROCESSING	0.00	8,500.00	8,500.00	2,089.00	0.00	6,411.00	24.58
A.1325.40.140	CONTRACTED SERVICES	1,423.21	15,000.00	15,000.00	4,262.92	0.00	10,737.08	28.42
A.1325.40.180	DUES	0.00	2,500.00	2,500.00	2,241.00	0.00	259.00	89.64
A.1325.40.270	INSURANCE CLERK	122.10	22,050.00	22,050.00	27,489.10	0.00	(5,439.10)	124.67
A.1325.40.410	OFFICE SUPPLIES	241.43	3,500.00	3,500.00	3,903.95	0.00	(403.95)	111.54
A.1325.40.420	UTILITIES	279.35	6,000.00	6,000.00	2,797.85	0.00	3,202.15	46.63
A.1325.40.480	POSTAGE	0.00	1,500.00	1,500.00	429.54	0.00	1,070.46	28.64
A.1325.40.640	SUPPLIES	148.54	500.00	500.00	338.46	0.00	161.54	67.69
A.1325.40.650	TAX BILLS	0.00	1,300.00	1,300.00	1,027.65	0.00	272.35	79.05
A.1325.40.660	TELEPHONE	31.20	500.00	500.00	259.16	0.00	240.84	51.83
A.1325.40.733	TRAINING	0.00	500.00	500.00	0.00	0.00	500.00	0.00
<b>Total Acct 1325</b>	<b>CLERK</b>	<b>8,915.19</b>	<b>161,400.00</b>	<b>161,400.00</b>	<b>73,962.74</b>	<b>0.00</b>	<b>87,437.26</b>	<b>45.83</b>
<b>Acct 1420</b>	<b>ATTORNEY</b>							
A.1420.40.330	LEGAL FEES	2,916.67	40,000.00	40,000.00	14,583.35	0.00	25,416.65	36.46





Account Table: A

Alt. Sort Table:

Account No.

Fund A

Dept Grp CLERK

Acct 7560

A.7560.40.173

Total Acct 7560

Acct 8010

A.8010.40.400

Total Acct 8010

Acct 8020

A.8020.40.400

A.8020.40.401

Total Acct 8020

Acct 8684

A.8684.40

Total Acct 8684

Acct 9010

A.9010.80.080

Total Acct 9010

Acct 9030

A.9030.80.090

Total Acct 9030

Acct 9040

A.9040.80.070

Total Acct 9040

Acct 9045

A.9045.80.060

Total Acct 9045

Acct 9055

A.9055.80.040

Total Acct 9055

Acct 9060

A.9060.80.030

# VILLAGE OF OWEGO

## Expense Control Report

Fiscal Year: 2023 Period From: 5 To: 5

Description	Curr. Month	Original	YTD	YTD	YTD	YTD	YTD	Percent
	Total Expended	Budget	Adjusted Budget	Actual Expended	Encumbered	Available Balance	Exp. Balance	
GENERAL FUND								
CLERK TREASURER								
RECOGNITION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
RECOGNITION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
RECOGNITION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ZBA	0.00	600.00	600.00	0.00	0.00	600.00	0.00	0.00
ZBA	0.00	600.00	600.00	0.00	0.00	600.00	0.00	0.00
ZBA	0.00	600.00	600.00	0.00	0.00	600.00	0.00	0.00
PLANNING	150.00	600.00	600.00	150.00	0.00	450.00	25.00	25.00
PLANNING,SECRETARY	0.00	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00	0.00
PLANNING	150.00	1,600.00	1,600.00	150.00	0.00	1,450.00	9.38	9.38
PLANNING & MANAGEMENT	0.00	0.00	0.00	88,997.73	0.00	(88,997.73)	0.00	0.00
MANAGEMENT MATERIAL	0.00	0.00	0.00	88,997.73	0.00	(88,997.73)	0.00	0.00
AND SUPPLIES	0.00	0.00	0.00	88,997.73	0.00	(88,997.73)	0.00	0.00
PLANNING & MANAGEMENT	0.00	0.00	0.00	88,997.73	0.00	(88,997.73)	0.00	0.00
RETIREMENT	0.00	20,278.00	20,278.00	19,960.40	0.00	317.60	98.43	98.43
RETIREMENT CLERK	0.00	20,278.00	20,278.00	19,960.40	0.00	317.60	98.43	98.43
RETIREMENT	0.00	20,278.00	20,278.00	19,960.40	0.00	317.60	98.43	98.43
FICA	460.90	6,500.00	6,500.00	4,677.94	0.00	1,822.06	71.97	71.97
FICA CLERK	460.90	6,500.00	6,500.00	4,677.94	0.00	1,822.06	71.97	71.97
FICA	460.90	6,500.00	6,500.00	4,677.94	0.00	1,822.06	71.97	71.97
WORKERS COMP	0.00	6,185.00	6,185.00	0.00	0.00	6,185.00	0.00	0.00
WORKERS COMP CLERK	0.00	6,185.00	6,185.00	0.00	0.00	6,185.00	0.00	0.00
WORKERS COMP	0.00	6,185.00	6,185.00	0.00	0.00	6,185.00	0.00	0.00
LIFE INS	0.00	160.00	160.00	79.56	0.00	80.44	49.73	49.73
LIFE INS CLERK	0.00	160.00	160.00	79.56	0.00	80.44	49.73	49.73
LIFE INS	0.00	160.00	160.00	79.56	0.00	80.44	49.73	49.73
DISABILITY	0.00	72.00	72.00	18.00	0.00	54.00	25.00	25.00
DISABILITY CLERK	0.00	72.00	72.00	18.00	0.00	54.00	25.00	25.00
DISABILITY	0.00	72.00	72.00	18.00	0.00	54.00	25.00	25.00
HEALTH INS	(125.00)	41,500.00	41,500.00	8,578.39	0.00	32,921.61	20.67	20.67
HEALTH INS CLERK	(125.00)	41,500.00	41,500.00	8,578.39	0.00	32,921.61	20.67	20.67

Account Table: A

Alt. Sort Table:

# VILLAGE OF OWEGO

## Expense Control Report

Fiscal Year: 2023 Period From: 5 To: 5

Account No.	Description	Curr. Month Total Expended	Original Budget	YTD Adjusted Budget	YTD Actual Expended	YTD Encumbered	YTD Available Balance	Percent Exp. Balance
<b>Fund A</b>	<b>GENERAL FUND</b>							
<b>Dept Grp CLERK</b>	<b>CLERK TREASURER</b>							
<b>Acct 9060</b>	<b>HEALTH INS</b>							
<b>Total Acct 9060</b>	<b>HEALTH INS</b>	(125.00)	41,500.00	41,500.00	8,578.39	0.00	32,921.61	20.67
<b>Acct 9065</b>	<b>DENTAL INS</b>							
<b>A.9065.80.020</b>	<b>DENTAL INS CLERK</b>	0.00	1,445.00	1,445.00	0.00	0.00	1,445.00	0.00
<b>Total Acct 9065</b>	<b>DENTAL INS</b>	0.00	1,445.00	1,445.00	0.00	0.00	1,445.00	0.00
<b>Acct 9068</b>	<b>EYE WEAR</b>							
<b>A.9068.80.010</b>	<b>EYE WEAR CLERK</b>	(12.17)	600.00	600.00	121.70	0.00	478.30	20.28
<b>Total Acct 9068</b>	<b>EYE WEAR</b>	(12.17)	600.00	600.00	121.70	0.00	478.30	20.28
<b>Total Dept Grp CLERK</b>	<b>CLERK TREASURER</b>	20,151.25	386,840.00	386,840.00	230,872.43	0.00	155,967.57	59.68

Account Table: A

Alt. Sort Table:

Account No.

Fund A

Dept Grp DPW

Acct 1440

A.1440.40.407

Total Acct 1440

Acct 1490

A.1490.10.110

A.1490.10.316

A.1490.30.100

A.1490.40.090

A.1490.40.093

A.1490.40.140

A.1490.40.180

A.1490.40.270

A.1490.40.410

A.1490.40.480

A.1490.40.560

A.1490.40.640

A.1490.40.660

Total Acct 1490

Acct 1620

A.1620.40.093

Total Acct 1620

Acct 3620

A.3620.10.110

A.3620.10.120

A.3620.40.094

A.3620.40.180

A.3620.40.410

A.3620.40.640

A.3620.40.733

Total Acct 3620

Acct 5110

A.5110.10.110

A.5110.10.120

A.5110.10.315

VILLAGE OF OWEGO

Expense Control Report

Fiscal Year: 2023 Period From: 5 To: 5

Description	Curr. Month	Original	YTD Adjusted	YTD Actual	YTD	YTD	Percent Exp. Balance
	Total Expended	Budget	Budget	Expended	Encumbered	Available Balance	

GENERAL FUND  
PUBLIC WORKS DEPT  
ENGINEERING

ENGINEERING	0.00	1,600.00	1,600.00	0.00	0.00	1,600.00	0.00
ENGINEERING	0.00	1,600.00	1,600.00	0.00	0.00	1,600.00	0.00

DPW

FT SALARY	8,774.40	108,951.00	108,951.00	173,342.42	0.00	(64,391.42)	159.10
VACATION BUYBACK	0.00	2,200.00	2,200.00	0.00	0.00	2,200.00	0.00
DATA PROCESSING	0.00	500.00	500.00	0.00	0.00	500.00	0.00
CLOTHING	0.00	375.00	375.00	375.00	0.00	0.00	100.00
NEW MUNICIPAL BUILDING	0.00	0.00	0.00	9,583.50	0.00	(9,583.50)	0.00
CONTRACTED SERVICES	120.20	1,800.00	1,800.00	3,351.57	0.00	(1,551.57)	186.20
DUES	0.00	500.00	500.00	200.00	0.00	300.00	40.00
INSURANCE DPW	93.50	45,150.00	45,150.00	38,274.85	0.00	6,875.15	84.77
OFFICE SUPPLIES	102.93	500.00	500.00	373.33	0.00	126.67	74.67
POSTAGE	0.00	1,500.00	1,500.00	429.52	0.00	1,070.48	28.63
REPAIRS	0.00	450.00	450.00	0.00	0.00	450.00	0.00
SUPPLIES	0.00	550.00	550.00	92.00	0.00	458.00	16.73
TELEPHONE	79.20	2,000.00	2,000.00	445.92	0.00	1,554.08	22.30
DPW	9,170.23	164,476.00	164,476.00	226,468.11	0.00	(61,992.11)	137.69

SHARED SERVICES

MUNICIPAL BLDG REPAIR	635.70	20,000.00	20,000.00	33,190.61	0.00	(13,190.61)	165.95
SHARED SERVICES	635.70	20,000.00	20,000.00	33,190.61	0.00	(13,190.61)	165.95

CODE

FT SALARY	4,120.00	41,500.00	41,500.00	20,600.00	0.00	20,900.00	49.64
PT SALARY	2,307.70	44,000.00	44,000.00	11,538.50	0.00	32,461.50	26.22
DEMOLITION	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DUES	0.00	200.00	200.00	0.00	0.00	200.00	0.00
OFFICE SUPPLIES	0.00	500.00	500.00	0.00	0.00	500.00	0.00
SUPPLIES	0.00	200.00	200.00	9.99	0.00	190.01	5.00
TRAINING	0.00	400.00	400.00	0.00	0.00	400.00	0.00
CODE	6,427.70	86,800.00	86,800.00	32,148.49	0.00	54,651.51	37.04

STREET DEPT

FT SALARY	8,673.60	155,480.00	155,480.00	48,634.21	0.00	106,845.79	31.28
PT SALARY	1,806.75	14,000.00	14,000.00	3,869.91	0.00	10,130.09	27.64
OVERTIME	1,352.27	9,000.00	9,000.00	2,635.07	0.00	6,364.93	29.28

Account Table: A

Alt. Sort Table:

VILLAGE OF OWEGO  
Expense Control Report

Fiscal Year: 2023 Period From: 5 To: 5

Account No.	Description	Curr. Month Total Expended	Original Budget	YTD Adjusted Budget	YTD Actual Expended	YTD Encumbered	YTD Available Balance	Percent Exp. Balance
Fund A	GENERAL FUND							
Dept Grp DPW	PUBLIC WORKS DEPT							
Acct 5110	STREET DEPT							
A.5110.10.316	VACATION BUYBACK	0.00	4,000.00	4,000.00	4,016.80	0.00	(16.80)	100.42
A.5110.10.317	SICK LEAVE BUYBACK	0.00	0.00	0.00	0.00	0.00	0.00	0.00
A.5110.40.090	CLOTHING	0.00	3,000.00	3,000.00	3,375.00	0.00	(375.00)	112.50
A.5110.40.092	BATTERIES	0.00	400.00	400.00	0.00	0.00	400.00	0.00
A.5110.40.093	BLDG REPAIR	0.00	2,500.00	2,500.00	248.28	0.00	2,251.72	9.93
A.5110.40.210	GARBAGE DISPOSAL	107.10	2,400.00	2,400.00	832.20	0.00	1,567.80	34.68
A.5110.40.211	RESIDENTIAL REFUSE	0.00	700.00	700.00	130.05	0.00	569.95	18.58
A.5110.40.220	AUTO FUEL	2,076.89	30,000.00	30,000.00	10,370.91	0.00	19,629.09	34.57
A.5110.40.241	PAVEMENT PATCHING	1,974.25	4,500.00	4,500.00	2,328.14	0.00	2,171.86	51.74
A.5110.40.242	STREET SIGNS	187.50	3,000.00	3,000.00	587.68	0.00	2,412.32	19.59
A.5110.40.243	BITUMINOUS MATERIALS	0.00	5,000.00	5,000.00	2,291.87	0.00	2,708.13	45.84
A.5110.40.250	STREET REPAIR	43.65	120,000.00	120,000.00	43.65	0.00	119,956.35	0.04
A.5110.40.400	MISCELLANEOUS	0.00	300.00	300.00	0.00	0.00	300.00	0.00
A.5110.40.420	UTILITIES	781.22	12,500.00	12,500.00	4,136.62	0.00	8,363.38	33.09
A.5110.40.430	OIL	0.00	3,000.00	3,000.00	1,020.88	0.00	1,979.12	34.03
A.5110.40.470	PHYSICALS	0.00	500.00	500.00	0.00	0.00	500.00	0.00
A.5110.40.561	EQUIP REPAIR	623.96	10,000.00	10,000.00	6,506.12	0.00	3,493.88	65.06
A.5110.40.640	SUPPLIES	1,263.55	10,000.00	10,000.00	4,007.40	0.00	5,992.60	40.07
A.5110.40.680	TIRES	0.00	3,000.00	3,000.00	907.12	0.00	2,092.88	30.24
A.5110.40.733	TRAINING	0.00	300.00	300.00	0.00	0.00	300.00	0.00
Total Acct 5110	STREET DEPT	18,890.74	393,580.00	393,580.00	95,941.91	0.00	297,638.09	24.38
Acct 5112	CHIPS							
A.5112.40.251	CHIPS	0.00	84,000.00	84,000.00	241,930.59	0.00	(157,930.59)	288.01
Total Acct 5112	CHIPS	0.00	84,000.00	84,000.00	241,930.59	0.00	(157,930.59)	288.01
Acct 5142	SNOW REMOVAL							
A.5142.20.130	EQUIPMENT	0.00	1,000.00	1,000.00	492.50	0.00	507.50	49.25
A.5142.40.140	CONTRACTED SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
A.5142.40.560	REPAIRS	119.87	2,400.00	2,400.00	119.87	0.00	2,280.13	4.99
A.5142.40.602	CINDERS/SALT	16,892.08	30,000.00	30,000.00	16,892.08	0.00	13,107.92	56.31
Total Acct 5142	SNOW REMOVAL	17,011.95	33,400.00	33,400.00	17,504.45	0.00	15,895.55	52.41
Acct 5182	STREET LIGHTING							
A.5182.10.120	PART TIME SALARY	2,567.50	10,000.00	10,000.00	9,425.00	0.00	575.00	94.25
A.5182.40.400	SMART WATT PAYMENT	0.00	55,000.00	55,000.00	54,283.10	0.00	716.90	98.70
A.5182.40.420	LIGHTING UTILITIES	3,868.50	75,000.00	75,000.00	19,288.08	0.00	55,711.92	25.72

Account Table: A  
Alt. Sort Table:

VILLAGE OF OWEGO  
Expense Control Report

Fiscal Year: 2023 Period From: 5 To: 5

Account No.	Description	Curr. Month Total Expended	Original Budget	YTD Adjusted Budget	YTD Actual Expended	YTD Encumbered	YTD Available Balance	Percent Exp. Balance
Fund A								
Dept Grp DPW								
Acct 5182								
GENERAL FUND								
PUBLIC WORKS DEPT								
STREET LIGHTING								
A.5182.40.640	MATERIAL AND SUPPLIES	162.69	1,000.00	1,000.00	965.57	0.00	34.43	96.56
Total Acct 5182	STREET LIGHTING	6,598.69	141,000.00	141,000.00	83,961.75	0.00	57,038.25	59.55
Acct 5650								
OFF STREET PARKING								
A.5650.40.443	PARKING	0.00	1,400.00	1,400.00	937.50	0.00	462.50	66.96
Total Acct 5650	OFF STREET PARKING	0.00	1,400.00	1,400.00	937.50	0.00	462.50	66.96
Acct 7110								
PARKS								
A.7110.10.110	FT SALARY	5,363.85	38,500.00	38,500.00	25,942.98	0.00	12,557.02	67.38
A.7110.10.120	PT SALARY	0.00	14,000.00	14,000.00	0.00	0.00	14,000.00	0.00
A.7110.10.315	OVERTIME	644.62	800.00	800.00	977.81	0.00	(177.81)	122.23
A.7110.10.316	VACATION BUYBACK	0.00	0.00	0.00	0.00	0.00	0.00	0.00
A.7110.10.317	SICK LEAVE BUYBACK	0.00	0.00	0.00	0.00	0.00	0.00	0.00
A.7110.20.130	EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
A.7110.20.240	RECREATIONAL	0.00	3,000.00	3,000.00	1,884.90	0.00	1,115.10	62.83
A.7110.20.250	MARVIN PARK	0.00	750.00	750.00	0.00	0.00	750.00	0.00
A.7110.20.251	FISHING ACCESS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
A.7110.40.140	CONTRACTED SERVICES	0.00	500.00	500.00	270.10	0.00	229.90	54.02
A.7110.40.221	GROUND MAINTENANCE	0.00	1,500.00	1,500.00	1,822.25	0.00	(322.25)	121.48
A.7110.40.420	UTILITIES	2,762.93	8,000.00	8,000.00	6,164.19	0.00	1,835.81	77.05
A.7110.40.560	REPAIRS	0.00	1,500.00	1,500.00	3,931.22	0.00	(2,431.22)	262.08
A.7110.40.640	SUPPLIES	87.97	1,500.00	1,500.00	728.20	0.00	771.80	48.55
A.7110.40.751	WATER	190.07	4,000.00	4,000.00	5,110.78	0.00	(1,110.78)	127.77
Total Acct 7110	PARKS	9,049.44	74,050.00	74,050.00	46,832.43	0.00	27,217.57	63.24
Acct 7310								
HYDE PARK								
A.7310.10.120	PT SALARY	0.00	6,500.00	6,500.00	3,500.00	0.00	3,000.00	53.85
A.7310.40.640	SUPPLIES	0.00	6,000.00	6,000.00	0.00	0.00	6,000.00	0.00
Total Acct 7310	HYDE PARK	0.00	12,500.00	12,500.00	3,500.00	0.00	9,000.00	28.00
Acct 7988								
POOL								
A.7988.10.120	PT SALARY	0.00	40,000.00	40,000.00	9,895.00	0.00	30,105.00	24.74
A.7988.10.315	OVERTIME	0.00	0.00	0.00	957.15	0.00	(957.15)	0.00
A.7988.40.140	CONTRACTED SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
A.7988.40.420	UTILITIES	230.07	3,500.00	3,500.00	2,322.43	0.00	1,177.57	66.36
A.7988.40.470	PHYSICALS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
A.7988.40.560	REPAIRS	5,969.97	1,000.00	1,000.00	11,958.12	0.00	(10,958.12)	1,195.81

Account Table: A

Alt. Sort Table:

# VILLAGE OF OWEGO

## Expense Control Report

Fiscal Year: 2023 Period From: 5 To: 5

Account No.	Description	Curr. Month Total Expended	Original Budget	YTD Adjusted Budget	YTD Actual Expended	YTD Encumbered	YTD Available Balance	Percent Exp. Balance
<b>Fund A</b>	<b>GENERAL FUND</b>							
<b>Dept Grp DPW</b>	<b>PUBLIC WORKS DEPT</b>							
<b>Acct 7988</b>	<b>POOL</b>							
A.7988.40.640	SUPPLIES	32.72	3,000.00	3,000.00	663.17	0.00	2,336.83	22.11
<b>Total Acct 7988</b>	<b>POOL</b>	<b>6,232.76</b>	<b>47,500.00</b>	<b>47,500.00</b>	<b>25,795.87</b>	<b>0.00</b>	<b>21,704.13</b>	<b>54.31</b>
<b>Acct 7989</b>	<b>DECORATIONS</b>							
A.7989.40.442	DECORATIONS	216.94	1,500.00	1,500.00	250.92	0.00	1,249.08	16.73
<b>Total Acct 7989</b>	<b>DECORATIONS</b>	<b>216.94</b>	<b>1,500.00</b>	<b>1,500.00</b>	<b>250.92</b>	<b>0.00</b>	<b>1,249.08</b>	<b>16.73</b>
<b>Acct 8170</b>	<b>STREET CLEANING</b>							
A.8170.40.560	REPAIRS	0.00	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
A.8170.40.640	SUPPLIES	0.00	4,000.00	4,000.00	0.00	0.00	4,000.00	0.00
<b>Total Acct 8170</b>	<b>STREET CLEANING</b>	<b>0.00</b>	<b>5,000.00</b>	<b>5,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>5,000.00</b>	<b>0.00</b>
<b>Acct 8510</b>	<b>BEAUTIFICATION</b>							
A.8510.40.400	MISCELLANEOUS	0.00	1,500.00	1,500.00	79.48	0.00	1,420.52	5.30
<b>Total Acct 8510</b>	<b>BEAUTIFICATION</b>	<b>0.00</b>	<b>1,500.00</b>	<b>1,500.00</b>	<b>79.48</b>	<b>0.00</b>	<b>1,420.52</b>	<b>5.30</b>
<b>Acct 8540</b>	<b>DRAINAGE</b>							
A.8540.40.400	INFRA STRUCTURE	51.53	7,500.00	7,500.00	4,892.62	0.00	2,607.38	65.23
<b>Total Acct 8540</b>	<b>DRAINAGE</b>	<b>51.53</b>	<b>7,500.00</b>	<b>7,500.00</b>	<b>4,892.62</b>	<b>0.00</b>	<b>2,607.38</b>	<b>65.23</b>
<b>Acct 8560</b>	<b>SHADE TREES</b>							
A.8560.40.221	MAINTENANCE	0.00	25,000.00	25,000.00	0.00	0.00	25,000.00	0.00
A.8560.40.560	REPAIRS	8.97	2,500.00	2,500.00	350.59	0.00	2,149.41	14.02
A.8560.40.640	SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Acct 8560</b>	<b>SHADE TREES</b>	<b>8.97</b>	<b>27,500.00</b>	<b>27,500.00</b>	<b>350.59</b>	<b>0.00</b>	<b>27,149.41</b>	<b>1.27</b>
<b>Acct 8668</b>	<b>CDBG EXPENSE</b>							
A.8668.40.446	REHABILITATION LOANS & GRANTS...ELEVATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Acct 8668</b>	<b>CDBG EXPENSE</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Acct 8760</b>	<b>FEMA BUYOUT</b>							
A.8760.40.400	FEMA BUYOUT...FEMA BUYOUT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
A.8760.40.446	FEMA BUYOUT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Acct 8760</b>	<b>FEMA BUYOUT</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Acct 8810</b>	<b>CEMETERY</b>							
A.8810.10.110	FT SALARY	2,796.80	36,400.00	36,400.00	13,984.00	0.00	22,416.00	38.42

Account Table: A

Alt. Sort Table:

Account No.

Fund A

Dept Grp DPW  
Acct 8810

VILLAGE OF OWEGO  
Expense Control Report

Fiscal Year: 2023 Period From: 5 To: 5

Account No.	Description	Curr. Month Total Expended	Original Budget	YTD Adjusted Budget	YTD Actual Expended	YTD Encumbered	YTD Available Balance	Percent Exp. Balance
Fund A								
Dept Grp DPW	GENERAL FUND							
Acct 8810	PUBLIC WORKS DEPT							
	CEMETERY							
A.8810.10.120	PT SALARY	4,077.00	25,000.00	25,000.00	19,074.00	0.00	5,926.00	76.30
A.8810.10.315	OVERTIME	806.41	500.00	500.00	1,533.19	0.00	(1,033.19)	306.64
A.8810.10.316	VACATION BUYBACK	0.00	0.00	0.00	0.00	0.00	0.00	0.00
A.8810.20.130	EQUIPMENT	0.00	4,000.00	4,000.00	138.98	0.00	3,861.02	3.47
A.8810.20.907	CEMETERY EXPANSION	0.00	0.00	0.00	0.00	0.00	0.00	0.00
A.8810.40.093	BLDG MAINTENANCE	0.00	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
A.8810.40.140	CONTRACTED SERVICES	0.00	5,500.00	5,500.00	350.00	0.00	5,150.00	6.36
A.8810.40.240	ROAD MAINTENANCE	0.00	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
A.8810.40.420	UTILITIES	75.17	400.00	400.00	419.78	0.00	(19.78)	104.95
A.8810.40.559	MONUMENT REPAIRS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
A.8810.40.560	REPAIRS	0.00	300.00	300.00	114.07	0.00	185.93	38.02
A.8810.40.640	SUPPLIES	0.00	1,200.00	1,200.00	11.96	0.00	1,188.04	1.00
Total Acct 8810	CEMETERY	7,755.38	75,300.00	75,300.00	35,625.98	0.00	39,674.02	47.31
Acct 9015	RETIREMENT							
A.9015.80.084	RETIREMENT DPW	0.00	40,555.00	40,555.00	40,237.40	0.00	317.60	99.22
Total Acct 9015	RETIREMENT	0.00	40,555.00	40,555.00	40,237.40	0.00	317.60	99.22
Acct 9030	FICA							
A.9030.80.094	FICA DPW	3,210.78	40,500.00	40,500.00	19,589.87	0.00	20,910.13	48.37
Total Acct 9030	FICA	3,210.78	40,500.00	40,500.00	19,589.87	0.00	20,910.13	48.37
Acct 9040	WORKERS COMP							
A.9040.80.074	WORKERS COMP DPW	0.00	11,245.00	11,245.00	0.00	0.00	11,245.00	0.00
Total Acct 9040	WORKERS COMP	0.00	11,245.00	11,245.00	0.00	0.00	11,245.00	0.00
Acct 9045	LIFE INS							
A.9045.80.064	LIFE INS DPW	0.00	480.00	480.00	137.01	0.00	342.99	28.54
Total Acct 9045	LIFE INS	0.00	480.00	480.00	137.01	0.00	342.99	28.54
Acct 9050	UNEMPLOYMENT							
A.9050.80.054	UNEMPLOYMENT DPW	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Acct 9050	UNEMPLOYMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Acct 9055	DISABILITY							
A.9055.80.044	DISABILITY DPW	0.00	510.00	510.00	180.00	0.00	330.00	35.29
Total Acct 9055	DISABILITY	0.00	510.00	510.00	180.00	0.00	330.00	35.29

Account Table: A

Alt. Sort Table:

# VILLAGE OF OWEGO

## Expense Control Report

Fiscal Year: 2023 Period From: 5 To: 5

Account No.	Description	Curr. Month Total Expended	Original Budget	YTD Adjusted Budget	YTD Actual Expended	YTD Encumbered	YTD Available Balance	Percent Exp. Balance
<b>Fund A</b>	<b>GENERAL FUND</b>							
<b>Dept Grp DPW</b>	<b>PUBLIC WORKS DEPT</b>							
<b>Acct 9060</b>	<b>HEALTH INS</b>							
A.9060.80.034	HEALTH INS DPW	(678.63)	137,040.00	137,040.00	46,639.09	0.00	90,400.91	34.03
<b>Total Acct 9060</b>	<b>HEALTH INS</b>	<b>(678.63)</b>	<b>137,040.00</b>	<b>137,040.00</b>	<b>46,639.09</b>	<b>0.00</b>	<b>90,400.91</b>	<b>34.03</b>
<b>Acct 9065</b>	<b>DENTAL INS</b>							
A.9065.80.024	DENTAL INS DPW	(83.84)	7,675.00	7,675.00	1,641.45	0.00	6,033.55	21.39
<b>Total Acct 9065</b>	<b>DENTAL INS</b>	<b>(83.84)</b>	<b>7,675.00</b>	<b>7,675.00</b>	<b>1,641.45</b>	<b>0.00</b>	<b>6,033.55</b>	<b>21.39</b>
<b>Acct 9068</b>	<b>EYE WEAR</b>							
A.9068.80.014	EYE WEAR DPW	(24.34)	2,400.00	2,400.00	827.56	0.00	1,572.44	34.48
<b>Total Acct 9068</b>	<b>EYE WEAR</b>	<b>(24.34)</b>	<b>2,400.00</b>	<b>2,400.00</b>	<b>827.56</b>	<b>0.00</b>	<b>1,572.44</b>	<b>34.48</b>
<b>Acct 9710</b>	<b>BOND</b>							
A.9710.60.060	BOND PRINCIPAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00
A.9710.70.070	BOND INTEREST	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Acct 9710</b>	<b>BOND</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Acct 9950</b>	<b>INTERFUND TRANSFER</b>							
A.9950.90.902	RESERVE FOR DPW	0.00	0.00	0.00	0.00	0.00	0.00	0.00
A.9950.90.905	STREET BOND RESERVE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
A.9950.90.908	STREET REPAIR RESERVE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Acct 9950</b>	<b>INTERFUND TRANSFER</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Total Dept Grp DPW</b>	<b>PUBLIC WORKS DEPT</b>	<b>84,474.00</b>	<b>1,419,011.00</b>	<b>1,419,011.00</b>	<b>958,663.68</b>	<b>0.00</b>	<b>460,347.32</b>	<b>67.56</b>



Account Table: A

Alt. Sort Table:

Account No.

Fund A

Dept Grp EMS

Acct 4540

# VILLAGE OF OWEGO

## Expense Control Report

Fiscal Year: 2023 Period From: 5 To: 5

Description	Curr. Month		Original		YTD Adjusted		YTD Actual		YTD		YTD Available Balance	Percent Exp. Balance
	Total	Expended	Budget		Budget		Expended		Encumbered			
GENERAL FUND												
EMS												
EMERGENCY MEDICAL SERVICES												
EMS..FULL TIME SALARY	0.00		0.00		0.00		0.00		0.00		0.00	0.00
EMS..PART TIME SALARY	0.00		0.00		0.00		0.00		0.00		0.00	0.00
EMS..OVERTIME	0.00		0.00		0.00		0.00		0.00		0.00	0.00
EMS..EQUIPMENT	0.00		0.00		0.00		0.00		0.00		0.00	0.00
EMS..FIRE PUMPER TRUCK	0.00		0.00		0.00		0.00		0.00		0.00	0.00
EMS..COMMUNICATION	0.00		0.00		0.00		0.00		0.00		0.00	0.00
EMS..CLOTHING	0.00		0.00		0.00		0.00		0.00		0.00	0.00
EMS..CONTRACTED SERVICES	0.00		0.00		0.00		0.00		0.00		0.00	0.00
EMS..AUTO FUEL	0.00		0.00		0.00		0.00		0.00		0.00	0.00
EMS..BUILDING MAINTENANCE	0.00		0.00		0.00		0.00		0.00		0.00	0.00
EMS..INSURANCE	0.00		0.00		0.00		0.00		0.00		0.00	0.00
EMS..MISCELLANEOUS	0.00		0.00		0.00		0.00		0.00		0.00	0.00
EMS..OFFICE SUPPLIES	0.00		0.00		0.00		0.00		0.00		0.00	0.00
EMS..UTILITIES	0.00		0.00		0.00		0.00		0.00		0.00	0.00
EMS..REPLACEMENT EQUIPMENT	0.00		0.00		0.00		0.00		0.00		0.00	0.00
EMS..CONTRACT ALLOCATION	0.00		0.00		0.00		0.00		0.00		0.00	0.00
EMS..PHYSICALS	0.00		0.00		0.00		0.00		0.00		0.00	0.00
EMS..VEHICLE REPAIR/MAINT.	0.00		0.00		0.00		0.00		0.00		0.00	0.00
EMS..EQUIP REPAIR	0.00		0.00		0.00		0.00		0.00		0.00	0.00
EMS..SUPPLIES	0.00		0.00		0.00		0.00		0.00		0.00	0.00
EMS..TELEPHONE	0.00		0.00		0.00		0.00		0.00		0.00	0.00
EMS..TIRES	0.00		0.00		0.00		0.00		0.00		0.00	0.00
EMS..TRAVEL	0.00		0.00		0.00		0.00		0.00		0.00	0.00
EMS..TRAINING	0.00		0.00		0.00		0.00		0.00		0.00	0.00
EMERGENCY MEDICAL SERVICES	0.00		0.00		0.00		0.00		0.00		0.00	0.00
RETIREMENT												
RETIREMENT EMT	0.00		0.00		0.00		0.00		0.00		0.00	0.00
RETIREMENT	0.00		0.00		0.00		0.00		0.00		0.00	0.00
FICA												
FICA EMT	48.96		0.00		0.00		244.80		0.00		(244.80)	0.00

Account Table: A

Alt. Sort Table:

VILLAGE OF OWEGO  
Expense Control Report

Fiscal Year: 2023 Period From: 5 To: 5

Account No.	Description	Cur. Month Total Expended	Original Budget	YTD Adjusted Budget	YTD Actual Expended	YTD Encumbered	YTD Available Balance	Percent Exp. Balance
Fund A	GENERAL FUND							
Dept Grp EMS	EMS							
Acct 9030	FICA							
Total Acct 9030	FICA	48.96	0.00	0.00	244.80	0.00	(244.80)	0.00
Acct 9040	WORKERS COMP							
A.9040.80.073	WORKERS COMP EMT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Acct 9040	WORKERS COMP	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Acct 9045	LIFE INS							
A.9045.80.063	LIFE INS EMT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Acct 9045	LIFE INS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Acct 9050	UNEMPLOYMENT							
A.9050.80.053	UNEMPLOYMENT EMT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Acct 9050	UNEMPLOYMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Acct 9055	DISABILITY							
A.9055.80.043	DISABILITY EMT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Acct 9055	DISABILITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Acct 9060	HEALTH INS							
A.9060.80.033	HEALTH INS EMT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Acct 9060	HEALTH INS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Acct 9065	DENTAL INS							
A.9065.80.023	DENTAL INS EMT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Acct 9065	DENTAL INS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Acct 9068	EYE WEAR							
A.9068.80.013	EYE WEAR EMT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Acct 9068	EYE WEAR	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Acct 9950	INTERFUND TRANSFER							
A.9950.90.909	EMS RESERVE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Acct 9950	INTERFUND TRANSFER	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Dept Grp EMS	EMS	48.96	0.00	0.00	244.80	0.00	(244.80)	0.00

Account Table: A

Alt. Sort Table:

Account No.

# VILLAGE OF OWEGO

## Expense Control Report

Fiscal Year: 2023 Period From: 5 To: 5

Account No.	Description	Curr. Month Total Expended	Original Budget	YTD Adjusted Budget	YTD Actual Expended	YTD Encumbered	YTD Available Balance	Percent Exp. Balance
Fund A								
Dept Grp JUSTICE								
Acct 1110	GENERAL FUND JUSTICE DEPARTMENT JUSTICE							
A.1110.10.110	FT SALARY	4,639.38	60,320.00	60,320.00	23,196.90	0.00	37,123.10	38.46
A.1110.10.120	PT SALARY	260.00	2,600.00	2,600.00	1,507.50	0.00	1,092.50	57.98
A.1110.40.140	CONTRACTED SERVICES	531.85	5,030.00	5,030.00	4,913.25	0.00	116.75	97.68
A.1110.40.180	DUES	0.00	205.00	205.00	0.00	0.00	205.00	0.00
A.1110.40.410	OFFICE SUPPLIES	0.00	1,000.00	1,000.00	798.75	0.00	201.25	79.88
A.1110.40.420	UTILITIES	665.36	3,500.00	3,500.00	1,480.80	0.00	2,019.20	42.31
A.1110.40.460	SECURITY	0.00	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00
A.1110.40.480	POSTAGE	0.00	750.00	750.00	517.50	0.00	232.50	69.00
A.1110.40.660	TELEPHONE	0.00	600.00	600.00	529.06	0.00	70.94	88.18
A.1110.40.733	TRAINING	1,301.52	2,000.00	2,000.00	1,965.62	0.00	34.38	98.28
Total Acct 1110	JUSTICE	7,398.11	79,005.00	79,005.00	34,909.38	0.00	44,095.62	44.19
Acct 9010	RETIREMENT							
A.9010.80.081	RETIREMENT JUSTICE	0.00	5,070.00	5,070.00	4,752.40	0.00	317.60	93.74
Total Acct 9010	RETIREMENT	0.00	5,070.00	5,070.00	4,752.40	0.00	317.60	93.74
Acct 9030	FICA							
A.9030.80.091	FICA JUSTICE	366.99	4,815.00	4,815.00	2,029.92	0.00	2,785.08	42.16
Total Acct 9030	FICA	366.99	4,815.00	4,815.00	2,029.92	0.00	2,785.08	42.16
Acct 9055	DISABILITY							
A.9055.80.041	DISABILITY JUSTICE	0.00	108.00	108.00	27.00	0.00	81.00	25.00
Total Acct 9055	DISABILITY	0.00	108.00	108.00	27.00	0.00	81.00	25.00
Acct 9060	HEALTH INS							
A.9060.80.031	HEALTH INS JUSTICE	0.00	1,370.00	1,370.00	0.00	0.00	1,370.00	0.00
Total Acct 9060	HEALTH INS	0.00	1,370.00	1,370.00	0.00	0.00	1,370.00	0.00
Acct 9068	EYE WEAR							
A.9068.80.011	EYE WEAR JUSTICE	(12.17)	0.00	0.00	0.00	0.00	0.00	0.00
Total Acct 9068	EYE WEAR	(12.17)	0.00	0.00	0.00	0.00	0.00	0.00
Total Dept Grp JUSTICE	JUSTICE DEPARTMENT	7,752.93	90,368.00	90,368.00	41,718.70	0.00	48,649.30	46.17



Account Table: A

Alt. Sort Table:

# VILLAGE OF OWEGO

## Expense Control Report

Fiscal Year: 2023 Period From: 5 To: 5

Account No.	Description	Curr. Month Total Expended	Original Budget	YTD Adjusted Budget	YTD Actual Expended	YTD Encumbered	YTD Available Balance	Percent Exp. Balance
Fund A	GENERAL FUND							
Dept Grp OFD	FIRE DEPARTMENT							
Acct 9785	INSTALLMENT REPAYMENT							
Total Acct 9785	INSTALLMENT REPAYMENT	0.00	37,000.00	37,000.00	0.00	0.00	37,000.00	0.00
Acct 9950	INTERFUND TRANSFER							
A.9950.90.092	FIRE RESERVE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
A.9950.90.910	SCBA GEAR RESERVE	0.00	2,500.00	2,500.00	0.00	0.00	2,500.00	0.00
Total Acct 9950	INTERFUND TRANSFER	0.00	2,500.00	2,500.00	0.00	0.00	2,500.00	0.00
Total Dept Grp OFD	FIRE DEPARTMENT	20,813.60	297,600.00	297,600.00	88,907.42	0.00	208,692.58	29.87

Account Table: A  
Alt. Sort Table:

VILLAGE OF OWEGO  
Expense Control Report

Fiscal Year: 2023 Period From: 5 To: 5

Account No.	Description	Curr. Month Total Expended	Original Budget	YTD Adjusted Budget	YTD Actual Expended	YTD Encumbered	YTD Available Balance	Percent Exp. Balance
<b>Fund A</b>	<b>GENERAL FUND</b>							
<b>Dept Grp OPD</b>	<b>POLICE DEPARTMENT</b>							
<b>Acct 3120</b>	<b>POLICE</b>							
A.3120.10.110	FT SALARY	26,148.00	205,617.00	205,617.00	132,115.70	0.00	73,501.30	64.25
A.3120.10.120	PT SALARY	33,127.24	261,750.00	261,750.00	157,329.08	0.00	104,420.92	60.11
A.3120.10.315	OVERTIME	7,551.75	52,500.00	52,500.00	26,505.97	0.00	25,994.03	50.49
A.3120.10.316	VACATION BUYBACK	0.00	5,000.00	5,000.00	1,740.00	0.00	3,260.00	34.80
A.3120.10.317	SICK LEAVE BUYBACK	0.00	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
A.3120.10.318	SHIFT PREMIUM	513.60	6,000.00	6,000.00	2,582.40	0.00	3,417.60	43.04
A.3120.20.059	CAR PURCHASE	0.00	0.00	0.00	86,938.97	0.00	(86,938.97)	0.00
A.3120.20.130	EQUIPMENT	26.40	7,000.00	7,000.00	26,387.87	0.00	(19,387.87)	376.97
A.3120.20.901	COMPUTER SOFTWARE	0.00	20,000.00	20,000.00	0.00	0.00	20,000.00	0.00
A.3120.40.020	AMUNITION	2,601.35	4,000.00	4,000.00	6,288.79	0.00	(2,288.79)	157.22
A.3120.40.090	CLOTHING	5,248.08	10,000.00	10,000.00	11,174.05	0.00	(1,174.05)	111.74
A.3120.40.140	CONTRACTED SERVICES	1,002.93	25,500.00	25,500.00	11,674.47	0.00	13,825.53	45.78
A.3120.40.220	AUTO FUEL	2,077.73	30,000.00	30,000.00	12,717.33	0.00	17,282.67	42.39
A.3120.40.270	INSURANCE OPD	6,315.00	54,600.00	54,600.00	58,769.65	0.00	(4,169.65)	107.64
A.3120.40.410	OFFICE SUPPLIES	778.06	3,900.00	4,170.00	3,354.90	270.00	545.10	80.45
A.3120.40.420	UTILITIES	998.04	6,300.00	6,300.00	2,225.03	0.00	4,074.97	35.32
A.3120.40.480	POSTAGE	74.52	1,800.00	1,800.00	804.98	0.00	995.02	44.72
A.3120.40.560	REPAIRS	760.89	7,000.00	7,000.00	6,187.91	0.00	812.09	88.40
A.3120.40.561	EQUIP REPAIR	0.00	0.00	0.00	0.00	0.00	0.00	0.00
A.3120.40.640	SUPPLIES	8.99	0.00	0.00	113.93	0.00	(113.93)	0.00
A.3120.40.660	TELEPHONE	323.37	2,000.00	2,000.00	1,906.34	0.00	93.66	95.32
A.3120.40.680	TIRES	0.00	3,800.00	3,800.00	1,079.52	0.00	2,720.48	28.41
A.3120.40.730	TRAVEL	0.00	2,000.00	2,000.00	50.00	0.00	1,950.00	2.50
A.3120.40.733	TRAINING	44.99	6,500.00	6,500.00	44.99	0.00	6,455.01	0.69
A.3120.40.794	K9	202.63	3,500.00	3,500.00	1,079.57	0.00	2,420.43	30.84
<b>Total Acct 3120</b>	<b>POLICE</b>	<b>87,803.57</b>	<b>719,767.00</b>	<b>720,037.00</b>	<b>551,071.45</b>	<b>270.00</b>	<b>168,695.55</b>	<b>76.53</b>
<b>Acct 3123</b>	<b>SCHOOL CROSSING GUARDS</b>							
A.3123.10.120	PT SALARY	224.40	1,500.00	1,500.00	858.00	0.00	642.00	57.20
<b>Total Acct 3123</b>	<b>SCHOOL CROSSING GUARDS</b>	<b>224.40</b>	<b>1,500.00</b>	<b>1,500.00</b>	<b>858.00</b>	<b>0.00</b>	<b>642.00</b>	<b>57.20</b>
<b>Acct 3320</b>	<b>PARKING ENFORCEMENT</b>							
A.3320.10.120	PT SALARY	0.00	0.00	0.00	0.00	0.00	0.00	0.00
A.3320.40.640	SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Acct 3320</b>	<b>PARKING ENFORCEMENT</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Acct 8666</b>	<b>CLEARANCE, DEMOLITION,</b>							

Account Table: A

Alt. Sort Table:

Account No.

Fund A

Dept Grp OPD

Acct 8666

A.8666.40

Total Acct 8666

Acct 9015

A.9015.80.082

Total Acct 9015

Acct 9030

A.9030.80.092

Total Acct 9030

Acct 9040

A.9040.80.072

Total Acct 9040

Acct 9045

A.9045.80.062

Total Acct 9045

Acct 9050

A.9050.80.052

Total Acct 9050

Acct 9055

A.9055.80.042

Total Acct 9055

Acct 9060

A.9060.80.032

Total Acct 9060

Acct 9065

A.9065.80.022

Total Acct 9065

Acct 9068

VILLAGE OF OWEGO  
Expense Control Report

Fiscal Year: 2023 Period From: 5 To: 5

Description	Curr. Month Total Expended	Original Budget	YTD Adjusted Budget	YTD Actual Expended	YTD Encumbered	YTD Available Balance	Percent Exp. Balance
GENERAL FUND							
POLICE DEPARTMENT							
CLEARANCE,DEMOLITION, REHABILITATION	0.00	0.00	0.00	2,738.05	0.00	(2,738.05)	0.00
CLEARANCE,DEMOLITION, REHABILITATION,MATERIAL AND SUPPLIES							
CLEARANCE,DEMOLITION, REHABILITATION	0.00	0.00	0.00	2,738.05	0.00	(2,738.05)	0.00
RETIREMENT							
RETIREMENT OPD	0.00	55,921.00	55,921.00	58,556.00	0.00	(2,635.00)	104.71
RETIREMENT	0.00	55,921.00	55,921.00	58,556.00	0.00	(2,635.00)	104.71
FICA							
FICA OPD	5,248.03	41,050.00	41,050.00	28,583.02	0.00	12,466.98	69.63
FICA	5,248.03	41,050.00	41,050.00	28,583.02	0.00	12,466.98	69.63
WORKERS COMP							
WORKERS COMP OPD	0.00	28,675.00	28,675.00	0.00	0.00	28,675.00	0.00
WORKERS COMP	0.00	28,675.00	28,675.00	0.00	0.00	28,675.00	0.00
LIFE INS							
LIFE INS OPD	0.00	350.00	350.00	108.52	0.00	241.48	31.01
LIFE INS	0.00	350.00	350.00	108.52	0.00	241.48	31.01
UNEMPLOYMENT							
UNEMPLOYMENT OPD	0.00	0.00	0.00	0.00	0.00	0.00	0.00
UNEMPLOYMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DISABILITY							
DISABILITY OPD	0.00	594.00	594.00	171.00	0.00	423.00	28.79
DISABILITY	0.00	594.00	594.00	171.00	0.00	423.00	28.79
HEALTH INS							
HEALTH INS OPD	(365.36)	24,026.00	24,026.00	20,221.61	0.00	3,804.39	84.17
HEALTH INS	(365.36)	24,026.00	24,026.00	20,221.61	0.00	3,804.39	84.17
DENTAL INS							
DENTAL INS OPD	(19.14)	1,430.00	1,430.00	361.18	0.00	1,068.82	25.26
DENTAL INS	(19.14)	1,430.00	1,430.00	361.18	0.00	1,068.82	25.26

Account Table: A

Alt. Sort Table:

# VILLAGE OF OWEGO

## Expense Control Report

Fiscal Year: 2023 Period From: 5 To: 5

Account No.	Description	Curr. Month Total Expended	Original Budget	YTD Adjusted Budget	YTD Actual Expended	YTD Encumbered	YTD Available Balance	Percent Exp. Balance
Fund A	GENERAL FUND							
Dept Grp OPD	POLICE DEPARTMENT							
Acct 9068	EYE WEAR							
A.9068.80.012	EYE WEAR OPD	(24.34)	1,461.00	1,461.00	389.44	0.00	1,071.56	26.66
Total Acct 9068	EYE WEAR	(24.34)	1,461.00	1,461.00	389.44	0.00	1,071.56	26.66
Acct 9950	INTERFUND TRANSFER							
A.9950.90.901	POLICE RESERVE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Acct 9950	INTERFUND TRANSFER	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Dept Grp OPD	POLICE DEPARTMENT	92,867.16	874,774.00	875,044.00	663,058.27	270.00	211,715.73	75.77



Account Table: A  
Alt. Sort Table:

# VILLAGE OF OWEGO

## Expense Control Report

Fiscal Year: 2023 Period From: 5 To: 5

Account No.	Description	Curr. Month Total Expended	Original Budget	YTD Adjusted Budget	YTD Actual Expended	YTD Encumbered	YTD Available Balance	Percent Exp. Balance
<b>Fund A</b>	<b>GENERAL FUND</b>							
<b>Dept Grp RETIREES</b>	<b>RETIREES</b>							
<b>Acct 9060</b>	<b>HEALTH INS</b>							
A.9060.80.035	HEALTH INS RETIREES	(531.98)	95,000.00	95,000.00	29,354.15	0.00	65,645.85	30.90
<b>Total Acct 9060</b>	<b>HEALTH INS</b>	<b>(531.98)</b>	<b>95,000.00</b>	<b>95,000.00</b>	<b>29,354.15</b>	<b>0.00</b>	<b>65,645.85</b>	<b>30.90</b>
<b>Acct 9065</b>	<b>DENTAL INS</b>							
A.9065.80.025	DENTAL INS RETIREES	(42.13)	9,120.00	9,120.00	2,911.26	0.00	6,208.74	31.92
<b>Total Acct 9065</b>	<b>DENTAL INS</b>	<b>(42.13)</b>	<b>9,120.00</b>	<b>9,120.00</b>	<b>2,911.26</b>	<b>0.00</b>	<b>6,208.74</b>	<b>31.92</b>
<b>Total Dept Grp RETIREES</b>	<b>RETIREES</b>	<b>(574.11)</b>	<b>104,120.00</b>	<b>104,120.00</b>	<b>32,265.41</b>	<b>0.00</b>	<b>71,854.59</b>	<b>30.99</b>

Account Table: A

Alt. Sort Table:

**VILLAGE OF OWEGO**  
**Expense Control Report**

Fiscal Year: 2023 Period From: 5 To: 5

Account No.	Description	Curr. Month Total Expended	Original Budget	YTD Adjusted Budget	YTD Actual Expended	YTD Encumbered	YTD Available Balance	Percent Exp. Balance
<b>Fund A</b>	<b>GENERAL FUND</b>							
<b>Dept Grp</b>	<b>STREET DEPT</b>							
Acct 5110	STREET DEPT...PROSPECT PROJECT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
A.5110.10.114	STREET DEPT.EQUIPMENT & CAPITAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00
A.5110.20.211	OUTLAY.COMMUNICATION STREET DEPT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Acct 5110</b>								
Acct 5112	CHIPS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
A.5112.40.733	CHIPS.MATERIAL AND SUPPLIES.TRAINING	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Acct 5112</b>								
Acct 5650	CHIPS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
A.5650.40.640	OFF STREET PARKING	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Acct 5650</b>								
Acct 9785	OFF STREET PARKING.MATERIAL AND SUPPLIES.SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
A.9785.80.080	OFF STREET PARKING	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Acct 9785</b>								
Acct 9785	INSTALLMENT REPAYMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
A.9785.80.080	INSTALLMENT REPAYMENT...LED LIGHTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Acct 9785</b>								
<b>Total Dept Grp</b>								
<b>Grand Total</b>		225,533.79	3,172,713.00	3,172,983.00	2,015,730.71	270.00	1,156,982.29	63.53

NOTE: One or more accounts may not be printed due to Account Table restrictions.

## VILLAGE OF OWEGO

## Revenue Control Report

Fiscal Year: 2023 Period From: 5 To: 5

Fund E Dept Grp	EMERGENCY MEDICAL SERVICES									
	Curr. Month Revenue Receipts	Curr. Month Budget Balance	Original Budget	YTD Adjusted Budget	YTD Revenue Receipts	YTD Budget Balance	Percent Received Balance			
Acct 1640	AMBULANCE CHARGES	52,404.01	(52,404.01)	453,578.00	453,578.00	233,619.07	219,958.93	51.51		
Acct 2401	INTEREST EARNINGS	6.07	(6.07)	0.00	0.00	21.61	(21.61)	100.00		
Acct 2680	INSURANCE RECOVERY	0.00	0.00	0.00	0.00	502.17	(502.17)	100.00		
Acct 2701	REFUND OF PRIOR YEAR	0.00	0.00	0.00	0.00	0.00	0.00	100.00		
Acct 2705	GIFTS AND DONATIONS	0.00	0.00	0.00	0.00	0.00	0.00	100.00		
Acct 2770	OTHER UNCLASSIFIED REVENUES	0.00	0.00	0.00	0.00	0.00	0.00	100.00		
Total Dept Grp		52,410.08	(52,410.08)	453,578.00	453,578.00	234,142.85	219,435.15	51.62		
Total Fund E	EMERGENCY MEDICAL SERVICES	52,410.08	(52,410.08)	453,578.00	453,578.00	234,142.85	219,435.15	51.62		
Grand Total		52,410.08	(52,410.08)	453,578.00	453,578.00	234,142.85	219,435.15	51.62		

NOTE: One or more accounts may not be printed due to Account Table restrictions.

VILLAGE OF OWEGO  
Expense Control Report

Fiscal Year: 2023 Period From: 5 To: 5

Account No.	Description	Curr. Month Total Expended	Original Budget	YTD Adjusted Budget	YTD Actual Expended	YTD Encumbered	YTD Available Balance	Percent Exp. Balance
<b>Fund E</b>								
<b>EMERGENCY MEDICAL SERVICES</b>								
<b>EMS</b>								
<b>EMERGENCY MEDICAL SERVICES</b>								
E.4540.10.110	EMS...FULL TIME SALARY	9,099.73	111,950.00	111,950.00	42,428.62	0.00	69,521.38	37.90
E.4540.10.120	EMS...PART TIME SALARY	2,965.12	25,000.00	25,000.00	13,082.60	0.00	11,917.40	52.33
E.4540.10.315	EMS...OVERTIME	782.56	10,000.00	10,000.00	5,569.69	0.00	4,430.31	55.70
E.4540.20.130	EMS..EQUIPMENT	0.00	6,000.00	6,000.00	0.00	0.00	6,000.00	0.00
E.4540.20.205	EMS..AMBULANCE RECHASSIS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E.4540.20.211	EMS..COMMUNICATION	0.00	800.00	800.00	0.00	0.00	800.00	0.00
E.4540.40.090	EMS.CLOTHING	0.00	2,000.00	2,000.00	500.00	0.00	1,500.00	25.00
E.4540.40.140	EMS..CONTRACTED SERVICES	15,685.83	18,000.00	18,000.00	21,446.54	0.00	(3,446.54)	119.15
E.4540.40.220	EMS..AUTO FUEL	1,856.45	16,000.00	16,000.00	8,445.99	0.00	7,554.01	52.79
E.4540.40.222	EMS..BUILDING MAINTENANCE	4,280.00	9,100.00	9,100.00	4,332.14	0.00	4,767.86	47.61
E.4540.40.270	EMS..INSURANCE	112.72	28,100.00	28,100.00	154.98	0.00	27,945.02	0.55
E.4540.40.400	EMS..MISCELLANEOUS	0.00	1,500.00	1,500.00	184.95	0.00	1,315.05	12.33
E.4540.40.410	EMS..OFFICE SUPPLIES	152.42	2,000.00	2,000.00	736.17	0.00	1,263.83	36.81
E.4540.40.420	EMS..UTILITIES	478.55	5,000.00	5,000.00	1,774.37	0.00	3,225.63	35.49
E.4540.40.431	EMS..REPLACEMENT EQUIPMENT	35.60	7,000.00	7,000.00	35.60	0.00	6,964.40	0.51
E.4540.40.441	EMS..CONTRACT ALLOCATION	0.00	2,500.00	2,500.00	0.00	0.00	2,500.00	0.00
E.4540.40.470	EMS..PHYSICALS	0.00	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00
E.4540.40.560	EMS..VEHICLE REPAIR/MAINT.	47.51	40,000.00	40,000.00	5,783.66	0.00	34,216.34	14.46
E.4540.40.561	EMS..EQUIP REPAIR	11.78	6,000.00	6,000.00	87.78	0.00	5,912.22	1.46
E.4540.40.640	EMS..SUPPLIES	1,157.66	15,000.00	15,000.00	3,842.46	0.00	11,157.54	25.62
E.4540.40.660	EMS..TELEPHONE	104.99	0.00	0.00	489.92	0.00	(489.92)	0.00
E.4540.40.680	EMS..TIRES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E.4540.40.730	EMS..TRAVEL	0.00	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00
E.4540.40.773	EMS..TRAINING	0.00	6,000.00	6,000.00	1,094.57	0.00	4,905.43	18.24
Total Acct 4540	EMERGENCY MEDICAL SERVICES	36,770.92	318,950.00	318,950.00	109,990.04	0.00	208,959.96	34.49
Total Dept Grp EMS	EMS	36,770.92	318,950.00	318,950.00	109,990.04	0.00	208,959.96	34.49

Account Table: E

Alt. Sort Table:

**VILLAGE OF OWEGO**  
**Expense Control Report**  
Fiscal Year: 2023 Period From: 5 To: 5

Account No.	Description	Curr. Month Total Expended	Original Budget	YTD Adjusted Budget	YTD Actual Expended	YTD Encumbered	YTD Available Balance	Percent Exp. Balance
<b>Fund E</b>								
<b>EMERGENCY MEDICAL SERVICES</b>								
<b>Dept Grp</b>								
<b>Acct 1420</b>								
E.1420.40.330	ATTORNEY	833.33	14,000.00	14,000.00	3,333.32	0.00	10,666.68	23.81
E.1420.40.330	LEGAL FEES	833.33	14,000.00	14,000.00	3,333.32	0.00	10,666.68	23.81
<b>Total Acct 1420</b>								
		833.33	14,000.00	14,000.00	3,333.32	0.00	10,666.68	23.81
<b>Acct 1620</b>								
E.1620.40.420	SHARED SERVICES	0.00	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00
E.1620.40.420	EMS.SHARED SERVICES.COUNTY.IT	0.00	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00
<b>Total Acct 1620</b>								
		0.00	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00
<b>Acct 4540</b>								
<b>EMERGENCY MEDICAL SERVICES</b>								
E.4540.20.120	EMS.SOFTWARE	0.00	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00
E.4540.40.100	EMS.DATA PROCESSING	0.00	3,800.00	3,800.00	189.00	0.00	3,611.00	4.97
E.4540.40.150	EMS.MED EX BILLING	0.00	40,000.00	40,000.00	0.00	0.00	40,000.00	0.00
E.4540.40.480	EMS.POSTAGE	0.00	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
<b>Total Acct 4540</b>								
		0.00	54,800.00	54,800.00	189.00	0.00	54,611.00	0.34
<b>Acct 9010</b>								
<b>RETIREMENT</b>								
E.9010.80.083	RETIREMENT...RETIREMENT	0.00	5,070.00	5,070.00	4,752.40	0.00	317.60	93.74
<b>Total Acct 9010</b>								
		0.00	5,070.00	5,070.00	4,752.40	0.00	317.60	93.74
<b>Acct 9030</b>								
<b>FICA</b>								
E.9030.80.090	FICA...FICA	971.39	0.00	0.00	4,616.83	0.00	(4,616.83)	0.00
E.9030.80.093	FICA...	0.00	8,500.00	8,500.00	0.00	0.00	8,500.00	0.00
<b>Total Acct 9030</b>								
		971.39	8,500.00	8,500.00	4,616.83	0.00	3,883.17	54.32
<b>Acct 9040</b>								
<b>WORKERS COMP</b>								
E.9040.80.073	WORKERS COMP...WORKERS COMP	0.00	4,500.00	4,500.00	0.00	0.00	4,500.00	0.00
<b>Total Acct 9040</b>								
		0.00	4,500.00	4,500.00	0.00	0.00	4,500.00	0.00
<b>Acct 9045</b>								
<b>LIFE INS</b>								
E.9045.80.063	LIFE INS...LIFE INS	0.00	55.00	55.00	26.52	0.00	28.48	48.22
<b>Total Acct 9045</b>								
		0.00	55.00	55.00	26.52	0.00	28.48	48.22
<b>Acct 9055</b>								
<b>DISABILITY</b>								
E.9055.80.043	DISABILITY...DISABILITY	0.00	108.00	108.00	18.00	0.00	90.00	16.67
<b>Total Acct 9055</b>								
		0.00	108.00	108.00	18.00	0.00	90.00	16.67

Account Table: E

Alt. Sort Table:

# VILLAGE OF OWEGO

## Expense Control Report

Fiscal Year: 2023 Period From: 5 To: 5

Account No.	Description	Curr. Month Total Expended	Original Budget	YTD Adjusted Budget	YTD Actual Expended	YTD Encumbered	YTD Available Balance	Percent Exp. Balance
<b>Fund E</b>								
<b>EMERGENCY MEDICAL SERVICES</b>								
<b>Dept Grp</b>								
<b>Acct 9060</b>	<b>HEALTH INS</b>							
E.9060.80.033	HEALTH INS...HEALTH INSURANCE	0.00	15,300.00	15,300.00	0.00	0.00	15,300.00	0.00
<b>Total Acct 9060</b>	<b>HEALTH INS</b>	<b>0.00</b>	<b>15,300.00</b>	<b>15,300.00</b>	<b>0.00</b>	<b>0.00</b>	<b>15,300.00</b>	<b>0.00</b>
<b>Acct 9065</b>	<b>DENTAL INS</b>							
E.9065.80.023	DENTAL INS...DENTAL	0.00	0.00	0.00	345.40	0.00	(345.40)	0.00
<b>Total Acct 9065</b>	<b>DENTAL INS</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>345.40</b>	<b>0.00</b>	<b>(345.40)</b>	<b>0.00</b>
<b>Acct 9068</b>	<b>EYE WEAR</b>							
E.9068.80.013	EYE WEAR...EYE WEAR	0.00	295.00	295.00	121.70	0.00	173.30	41.25
<b>Total Acct 9068</b>	<b>EYE WEAR</b>	<b>0.00</b>	<b>295.00</b>	<b>295.00</b>	<b>121.70</b>	<b>0.00</b>	<b>173.30</b>	<b>41.25</b>
<b>Acct 9785</b>	<b>INSTALLMENT REPAYMENT</b>							
E.9785.80	INSTALLMENT REPAYMENT..	0.00	26,000.00	26,000.00	0.00	0.00	26,000.00	0.00
<b>Total Acct 9785</b>	<b>INSTALLMENT REPAYMENT</b>	<b>0.00</b>	<b>26,000.00</b>	<b>26,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>26,000.00</b>	<b>0.00</b>
<b>Acct 9950</b>	<b>INTERFUND TRANSFER</b>							
E.9950.90.909	INTERFUND TRANSFER...EMS RESERVE	0.00	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
<b>Total Acct 9950</b>	<b>INTERFUND TRANSFER</b>	<b>0.00</b>	<b>1,000.00</b>	<b>1,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,000.00</b>	<b>0.00</b>
<b>Total Dept Grp</b>		<b>1,804.72</b>	<b>134,628.00</b>	<b>134,628.00</b>	<b>13,403.17</b>	<b>0.00</b>	<b>121,224.83</b>	<b>9.96</b>
<b>Grand Total</b>		<b>38,575.64</b>	<b>453,578.00</b>	<b>453,578.00</b>	<b>123,393.21</b>	<b>0.00</b>	<b>330,184.79</b>	<b>27.20</b>

NOTE: One or more accounts may not be printed due to Account Table restrictions.

# VILLAGE OF OWEGO

## Revenue Control Report

Fiscal Year: 2023 Period From: 5 To: 5

		Curr. Month Revenue Receipts	Curr. Month Budget Balance	Original Budget	YTD Adjusted Budget	YTD Revenue Receipts	YTD Budget Balance	Percent Received Balance
Fund G								
Dept Grp	SEWER FUND							
Acct 2120	SEWER RENTS RECEIVABLE	116,023.34	(116,023.34)	1,504,475.00	1,504,475.00	601,212.39	903,262.61	39.96
Acct 2122	SURCHARGE	0.00	0.00	0.00	0.00	0.00	0.00	100.00
Acct 2128	INTEREST & PENALTY	3,532.75	(3,532.75)	25,000.00	25,000.00	18,261.45	6,738.55	73.05
Acct 2389	SLUDGE HAULING	28,929.68	(28,929.68)	249,000.00	249,000.00	167,917.23	81,082.77	67.44
Acct 2401	INTEREST EARNINGS	75.78	(75.78)	500.00	500.00	504.98	(4.98)	101.00
Acct 2650	SALE OF SCRAP	0.00	0.00	0.00	0.00	6,500.00	(6,500.00)	100.00
Acct 2680	INSURANCE RECOVERY	0.00	0.00	0.00	0.00	0.00	0.00	100.00
Acct 2701	REFUND OF PRIOR YEAR	0.00	0.00	0.00	0.00	260.68	(260.68)	100.00
Acct 2705	GIFTS AND DONATIONS	0.00	0.00	0.00	0.00	0.00	0.00	100.00
Acct 2770	OTHER UNCLASSIFIED REVENUES	0.00	0.00	500.00	500.00	1,500.00	(1,000.00)	300.00
Acct 3090	STATE GRANTS	0.00	0.00	0.00	0.00	0.00	0.00	100.00
Acct 3960	SEMA	0.00	0.00	0.00	0.00	0.00	0.00	100.00
Acct 3990	SEWER CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	100.00
Acct 4089	FEDERAL AID - OTHER	0.00	0.00	0.00	0.00	0.00	0.00	100.00
Acct 5031	INTERFUND TRANSFER	0.00	0.00	0.00	0.00	0.00	0.00	100.00
Total Dept Grp		148,561.55	(148,561.55)	1,779,475.00	1,779,475.00	796,156.73	983,318.27	44.74
Total Fund G	SEWER FUND	148,561.55	(148,561.55)	1,779,475.00	1,779,475.00	796,156.73	983,318.27	44.74
Grand Total		148,561.55	(148,561.55)	1,779,475.00	1,779,475.00	796,156.73	983,318.27	44.74

NOTE: One or more accounts may not be printed due to Account Table restrictions.

VILLAGE OF OWEGO

Expense Control Report

Fiscal Year: 2023 Period From: 5 To: 5

Account No.	Description	Curr. Month Total Expended	Original Budget	YTD Adjusted Budget	YTD Actual Expended	YTD Encumbered	YTD Available Balance	Percent Exp. Balance
<b>Fund G</b>	<b>SEWER FUND</b>							
<b>Dept Grp SEWER</b>	<b>SEWER</b>							
<b>Acct 1320</b>	<b>AUDITOR</b>							
G.1320.40.140	AUDITOR	0.00	10,000.00	10,000.00	1,143.75	0.00	8,856.25	11.44
<b>Total Acct 1320</b>	<b>AUDITOR</b>	<b>0.00</b>	<b>10,000.00</b>	<b>10,000.00</b>	<b>1,143.75</b>	<b>0.00</b>	<b>8,856.25</b>	<b>11.44</b>
<b>Acct 1420</b>	<b>ATTORNEY</b>							
G.1420.10.020	ATTORNEY	0.00	0.00	0.00	0.00	0.00	0.00	0.00
G.1420.40.140	CONTRACTED SERVICES	833.33	10,000.00	10,000.00	4,166.65	0.00	5,833.35	41.67
<b>Total Acct 1420</b>	<b>ATTORNEY</b>	<b>833.33</b>	<b>10,000.00</b>	<b>10,000.00</b>	<b>4,166.65</b>	<b>0.00</b>	<b>5,833.35</b>	<b>41.67</b>
<b>Acct 1440</b>	<b>ENGINEERING</b>							
G.1440.40.407	ENGINEERING	0.00	20,000.00	20,000.00	0.00	0.00	20,000.00	0.00
<b>Total Acct 1440</b>	<b>ENGINEERING</b>	<b>0.00</b>	<b>20,000.00</b>	<b>20,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>20,000.00</b>	<b>0.00</b>
<b>Acct 1930</b>	<b>JUDGEMENTS &amp; CLAIMS</b>							
G.1930.40.791	JUDGEMENTS & CLAIMS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Acct 1930</b>	<b>JUDGEMENTS &amp; CLAIMS</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Acct 1990</b>	<b>CONTINGENCY</b>							
G.1990.40	CONTINGENCY	0.00	20,000.00	20,000.00	0.00	0.00	20,000.00	0.00
<b>Total Acct 1990</b>	<b>CONTINGENCY</b>	<b>0.00</b>	<b>20,000.00</b>	<b>20,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>20,000.00</b>	<b>0.00</b>
<b>Acct 8110</b>	<b>SEWER ADMINISTRATION</b>							
G.8110.10.010	ADMINISTRATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00
G.8110.10.020	PT/SEASONAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00
G.8110.10.110	FT SALARY	28,931.71	341,000.00	341,000.00	142,270.54	0.00	198,729.46	41.72
G.8110.10.120	SWR ADMIN..SEASONAL	373.12	0.00	0.00	1,865.60	0.00	(1,865.60)	0.00
G.8110.10.315	OVERTIME	850.68	10,000.00	10,000.00	5,281.39	0.00	4,718.61	52.81
G.8110.10.316	VACATION BUYBACK	0.00	8,000.00	8,000.00	0.00	0.00	8,000.00	0.00
G.8110.10.317	SICK LEAVE BUYBACK	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Acct 8110</b>	<b>SEWER ADMINISTRATION</b>	<b>30,155.51</b>	<b>359,000.00</b>	<b>359,000.00</b>	<b>149,417.53</b>	<b>0.00</b>	<b>209,582.47</b>	<b>41.62</b>
<b>Acct 8120</b>	<b>CAPITAL OUTLAY</b>							
G.8120.20.130	EQUIPMENT	0.00	25,000.00	28,784.00	0.00	3,784.00	25,000.00	0.00
<b>Total Acct 8120</b>	<b>CAPITAL OUTLAY</b>	<b>0.00</b>	<b>25,000.00</b>	<b>28,784.00</b>	<b>0.00</b>	<b>3,784.00</b>	<b>25,000.00</b>	<b>0.00</b>
<b>Acct 8130</b>	<b>SEWER</b>							
G.8130.30.100	DATA PROCESSING	0.00	3,800.00	3,800.00	189.00	0.00	3,611.00	4.97
G.8130.40.090	CLOTHING	0.00	2,300.00	2,300.00	2,250.00	0.00	50.00	97.83
G.8130.40.093	BLDG MAINTENANCE	11,000.00	10,000.00	10,000.00	20,800.00	0.00	(10,800.00)	208.00



Account Table: G

Alt. Sort Table:

# VILLAGE OF OWEGO

## Expense Control Report

Fiscal Year: 2023 Period From: 5 To: 5

Account No.	Description	Curr. Month Total Expended	Original Budget	YTD Adjusted Budget	YTD Actual Expended	YTD Encumbered	YTD Available Balance	Percent Exp. Balance
<b>Fund G</b>								
<b>Dept Grp SEWER</b>								
<b>SEWER FUND</b>								
<b>SEWER</b>								
<b>Acct 8130</b>								
G.8130.40.140	CONTRACTED SERVICES	568.80	60,000.00	60,000.00	11,478.93	0.00	48,521.07	19.13
G.8130.40.180	DUES	347.00	1,000.00	1,000.00	347.00	0.00	653.00	34.70
G.8130.40.220	AUTO FUEL	561.75	15,000.00	15,000.00	4,228.37	0.00	10,771.63	28.19
G.8130.40.270	INSURANCE SEWER	0.00	35,000.00	35,000.00	38,524.00	0.00	(3,524.00)	110.07
G.8130.40.281	SMALL TOOLS	0.00	500.00	500.00	0.00	0.00	500.00	0.00
G.8130.40.400	MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
G.8130.40.410	OFFICE SUPPLIES	29.54	500.00	500.00	101.62	0.00	398.38	20.32
G.8130.40.420	UTILITIES	24,503.90	140,000.00	140,000.00	101,191.98	0.00	38,808.02	72.28
G.8130.40.444	REGULATORY FEES	0.00	9,500.00	9,500.00	0.00	0.00	9,500.00	0.00
G.8130.40.480	POSTAGE	0.00	6,500.00	6,500.00	1,037.84	0.00	5,462.16	15.97
G.8130.40.561	VEHICLE REPAIR	131.92	4,000.00	4,000.00	2,404.39	0.00	1,595.61	60.11
G.8130.40.640	SUPPLIES	7,347.99	110,000.00	110,000.00	67,572.52	0.00	42,427.48	61.43
G.8130.40.660	TELEPHONE	0.00	1,500.00	1,500.00	1,324.86	0.00	175.14	88.32
G.8130.40.680	TIRES	0.00	300.00	300.00	0.00	0.00	300.00	0.00
G.8130.40.733	TRAINING	1,440.00	5,000.00	5,000.00	1,965.00	0.00	3,035.00	39.30
G.8130.40.751	WATER	16.41	250.00	250.00	203.74	0.00	46.26	81.50
G.8130.40.793	LAB TESTING	2,836.57	30,000.00	30,000.00	13,318.69	0.00	16,681.31	44.40
G.8130.40.795	EFC LOAN REPYMNT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Acct 8130</b>	<b>SEWER</b>	<b>48,783.88</b>	<b>435,150.00</b>	<b>435,150.00</b>	<b>266,937.94</b>	<b>0.00</b>	<b>168,212.06</b>	<b>61.34</b>
<b>Acct 8132</b>								
<b>REFUNDS</b>								
G.8132.40.540	REFUNDS	704.79	3,000.00	3,000.00	3,188.83	0.00	(188.83)	106.29
<b>Total Acct 8132</b>	<b>REFUNDS</b>	<b>704.79</b>	<b>3,000.00</b>	<b>3,000.00</b>	<b>3,188.83</b>	<b>0.00</b>	<b>(188.83)</b>	<b>106.29</b>
<b>Acct 9010</b>								
<b>RETIREMENT</b>								
G.9010.80.085	RETIREMENT SEWER	0.00	30,416.00	30,416.00	30,098.40	0.00	317.60	98.96
<b>Total Acct 9010</b>	<b>RETIREMENT</b>	<b>0.00</b>	<b>30,416.00</b>	<b>30,416.00</b>	<b>30,098.40</b>	<b>0.00</b>	<b>317.60</b>	<b>98.96</b>
<b>Acct 9030</b>								
<b>FICA</b>								
G.9030.80.090	FICA SEWER	2,235.39	26,266.00	26,266.00	11,100.68	0.00	15,165.32	42.26
<b>Total Acct 9030</b>	<b>FICA</b>	<b>2,235.39</b>	<b>26,266.00</b>	<b>26,266.00</b>	<b>11,100.68</b>	<b>0.00</b>	<b>15,165.32</b>	<b>42.26</b>
<b>Acct 9040</b>								
<b>WORKERS COMP</b>								
G.9040.80.075	WORKERS COMP SEWER	0.00	5,625.00	5,625.00	0.00	0.00	5,625.00	0.00
<b>Total Acct 9040</b>	<b>WORKERS COMP</b>	<b>0.00</b>	<b>5,625.00</b>	<b>5,625.00</b>	<b>0.00</b>	<b>0.00</b>	<b>5,625.00</b>	<b>0.00</b>
<b>Acct 9045</b>								
<b>LIFE INS</b>								
G.9045.80.065	LIFE INS SEWER	0.00	372.00	372.00	110.51	0.00	261.49	29.71

Account Table: G

Alt. Sort Table:

# VILLAGE OF OWEGO

## Expense Control Report

Fiscal Year: 2023 Period From: 5 To: 5

Account No.	Description	Curr. Month Total Expended	Original Budget	YTD Adjusted Budget	YTD Actual Expended	YTD Encumbered	YTD Available Balance	Percent Exp. Balance
<b>Fund G</b>	<b>SEWER FUND</b>							
<b>Dept Grp SEWER</b>	<b>SEWER</b>							
<b>Acct 9045</b>	<b>LIFE INS</b>							
<b>Total Acct 9045</b>	<b>LIFE INS</b>	0.00	372.00	372.00	110.51	0.00	261.49	29.71
<b>Acct 9050</b>	<b>UNEMPLOYMENT</b>							
<b>G.9050.80.055</b>	<b>UNEMPLOYMENT SEWER</b>	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Acct 9050</b>	<b>UNEMPLOYMENT</b>	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Acct 9055</b>	<b>DISABILITY</b>							
<b>G.9055.80.045</b>	<b>DISABILITY SEWER</b>	0.00	256.00	256.00	63.00	0.00	193.00	24.61
<b>Total Acct 9055</b>	<b>DISABILITY</b>	0.00	256.00	256.00	63.00	0.00	193.00	24.61
<b>Acct 9060</b>	<b>HEALTH INS</b>							
<b>G.9060.80.036</b>	<b>HEALTH INS SEWER</b>	(485.59)	168,300.00	168,300.00	26,572.50	0.00	141,727.50	15.79
<b>Total Acct 9060</b>	<b>HEALTH INS</b>	(485.59)	168,300.00	168,300.00	26,572.50	0.00	141,727.50	15.79
<b>Acct 9065</b>	<b>DENTAL INS</b>							
<b>G.9065.80.026</b>	<b>DENTAL INS SEWER</b>	(64.70)	4,335.00	4,335.00	(4,797.14)	0.00	9,132.14	(110.66)
<b>Total Acct 9065</b>	<b>DENTAL INS</b>	(64.70)	4,335.00	4,335.00	(4,797.14)	0.00	9,132.14	(110.66)
<b>Acct 9068</b>	<b>EYE WEAR</b>							
<b>G.9068.80.015</b>	<b>EYE WEAR SEWER</b>	0.00	1,760.00	1,760.00	730.20	0.00	1,029.80	41.49
<b>Total Acct 9068</b>	<b>EYE WEAR</b>	0.00	1,760.00	1,760.00	730.20	0.00	1,029.80	41.49
<b>Acct 9710</b>	<b>BOND</b>							
<b>G.9710.50.050</b>	<b>BOND PAYING AGENT</b>	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>G.9710.60.060</b>	<b>BOND PRINCIPAL</b>	563,000.00	608,000.00	608,000.00	563,000.00	0.00	45,000.00	92.60
<b>G.9710.70.070</b>	<b>BOND INTEREST</b>	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Acct 9710</b>	<b>BOND</b>	563,000.00	608,000.00	608,000.00	563,000.00	0.00	45,000.00	92.60
<b>Acct 9950</b>	<b>INTERFUND TRANSFER</b>							
<b>G.9950.00.901</b>	<b>SEWER PREVENTIVE MAIN</b>	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>G.9950.00.903</b>	<b>SEWER EQUIPMENT</b>	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>G.9950.00.904</b>	<b>SEWER PLANT EQUIPMENT</b>	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>G.9950.00.905</b>	<b>INTERFUND TRANSFER</b>	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Acct 9950</b>	<b>INTERFUND TRANSFER</b>	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Dept Grp SEWER</b>	<b>SEWER</b>	645,162.61	1,727,480.00	1,731,264.00	1,051,732.85	3,784.00	675,747.15	60.75

Account Table: G

Alt. Sort Table:

# VILLAGE OF OWEGO

## Expense Control Report

Fiscal Year: 2023 Period From: 5 To: 5

Account No.	Description	Curr. Month Total Expended	Original Budget	YTD Adjusted Budget	YTD Actual Expended	YTD Encumbered	YTD Available Balance	Percent Exp. Balance
<b>Fund G</b>	<b>SEWER FUND</b>							
<b>Dept Grp</b>	<b>SHARED SERVICES</b>							
<b>Acct 1620</b>	COUNTY IT	4,088.36	5,000.00	5,000.00	4,088.36	0.00	911.64	81.77
G.1620.40.420	SHARED SERVICES	4,088.36	5,000.00	5,000.00	4,088.36	0.00	911.64	81.77
<b>Total Acct 1620</b>								
<b>Acct 8120</b>	CAPITAL OUTLAY							
G.8120.20.120	SOFTWARE	0.00	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00
<b>Total Acct 8120</b>	CAPITAL OUTLAY	0.00	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00
<b>Acct 8130</b>	SEWER							
G.8130.30.120	SOFTWARE	0.00	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00
<b>Total Acct 8130</b>	SEWER	0.00	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00
<b>Acct 9060</b>	HEALTH INS							
G.9060.80.035	HEALTH INSURANCE RETIRES	0.00	25,495.00	25,495.00	7,112.21	0.00	18,382.79	27.90
<b>Total Acct 9060</b>	HEALTH INS	0.00	25,495.00	25,495.00	7,112.21	0.00	18,382.79	27.90
<b>Acct 9065</b>	DENTAL INS							
G.9065.80.025	DENTAL INSURANCE RETIRES	0.00	1,500.00	1,500.00	270.83	0.00	1,229.17	18.06
<b>Total Acct 9065</b>	DENTAL INS	0.00	1,500.00	1,500.00	270.83	0.00	1,229.17	18.06
<b>Total Dept Grp</b>		4,088.36	51,995.00	51,995.00	11,471.40	0.00	40,523.60	22.06
<b>Grand Total</b>		649,250.97	1,779,475.00	1,783,259.00	1,063,204.25	3,784.00	716,270.75	59.62

NOTE: One or more accounts may not be printed due to Account Table restrictions.

**BANK STATEMENT BALANCES ONLY**  
**DECEMBER**

**2022**

<b>ACCOUNT NAME</b>	<b>BEGINNING BALANCE</b>	<b>RECEIVED</b>	<b>WITHDRAWN</b>	<b>INTEREST</b>	<b>ENDING BALANCE</b>
<b>GENERAL FUND (7707) (A)</b>	\$1,478,146.94	\$150,331.47	(\$539,356.83)	\$90.88	\$1,089,212.46
RESERVE FOR POLICE PURPOSES (7960) (AD)	\$23,429.27	\$0.00	\$0.00	\$0.40	\$23,429.67
RESERVE FOR FIRE PURPOSES (7935) (AF)	\$7,075.02	\$0.00	\$0.00	\$0.12	\$7,075.14
RESERVE FOR DPW (7919) (AP)	\$141,140.78	\$0.00	\$0.00	\$2.40	\$141,143.18
<b>NYSCDBG (6756) (CG)</b>	\$9,813.61	\$160.00	\$0.00	\$0.17	\$9,973.78
EMERGENCY MEDICAL SERVICES (2889) ( E)	\$343,788.08	\$52,415.10	(\$39,600.22)	\$6.07	\$356,609.03
RESERVE EVERGREEN CAPITAL IMPROVEMENT (5315) (EC)	\$35,885.43	\$0.00	\$0.00	\$0.88	\$35,886.31
EMS CAPITAL RESERVE (3810) (ER)	\$10,030.55	\$8,373.27	(\$6,361.89)	\$0.19	\$12,042.12
<b>SEWER FUND (7693) (G)</b>	\$1,401,033.25	\$142,664.75	(\$675,894.92)	\$75.78	\$867,878.86
RESERVE FOR SEWER EQUIPMENT (7951) (GI)	\$330,217.64	\$0.00	\$0.00	\$5.61	\$330,223.25
RESERVE FOR SEWER PREVENTATIVE MAINT. (7994) (GK)	\$27,546.91	\$0.00	\$0.00	\$0.47	\$27,547.38
RESERVE FOR SEWER PLANT EQUIP. (7986) (GM)	\$73,557.23	\$0.00	\$0.00	\$1.25	\$73,558.48
RESERVE FOR SEWER CAPITAL IMPROVEMENT (7231) (HC)	\$240,874.32	\$4,008.10	\$0.00	\$9.98	\$244,892.40
POLICE HEALTH INSURANCE (4908) (PHI)	\$2,678.80	\$0.00	\$0.00	\$0.14	\$2,678.94
STATE ASSET FORFEITURE (3813) (SA)	\$1,024.43	\$0.00	\$0.00	\$0.05	\$1,024.48
RESERVE FOR SCBA (7284) (SC)	\$2,500.36	\$0.00	\$0.00	\$0.13	\$2,500.49
<b>OPENED 1/13/22</b>					
SEWER PLANT UPGRADE (0793) (SU)	\$247,447.38	\$0.00	(\$6,222.90)	\$9.95	\$241,234.43
<b>PAYROLL (8519) (TA)</b>	\$34,086.37	\$181,123.63	(\$158,135.56)		\$57,074.44
TRUST EXPENDABLE (7978) (TE)	\$77,524.71	\$0.00	\$0.00	\$1.32	\$77,526.03
TRUST NON EXPENDABLE (7927) (TN)	\$11,762.43	\$0.00	\$0.00	\$0.20	\$11,762.63
DISBURSEMENT CHECKING (6944)	\$15,102.86	\$6,222.90	(\$6,222.90)		\$15,102.86
EMERGENCY MEDICAL SERVICES CHECKING (3670) (E.01)	\$5,130.38	\$25,781.42	(\$25,836.10)		\$5,075.70
<b>FLEXIBLE SPENDING ACCOUNT (6287)</b>	\$77,814.67	\$0.00	\$0.00	\$0.00	\$77,814.67
<b>GENERAL FUND CHECKING (2482) (A.01)</b>	\$18,761.27	\$390,882.97	(\$404,483.01)		\$5,161.23
<b>GENERAL FUND 2 (2130) (reports issued quarterly)</b>	\$1,275.48	\$1,321.96	(\$1,321.96)	\$0.09	\$1,275.57
<b>SEWER FUND CHECKING (2474) (G.01)</b>	\$54,007.77	\$643,147.60	(\$633,747.60)		\$63,407.77
<b>SWEET FUND</b>	\$5,561.15	\$29.65			\$5,590.80
<b>EVERGREEN CEMETERY CD (reports issued quarterly)</b>	\$76,224.99	\$151.80	(\$125.00)		\$76,251.79
<b>OLD CDBG (7404)</b>	\$439,101.07	\$0.00	\$0.00		\$439,101.07
<b>EVERGREEN PERPETUAL CARE (reports issued quarterly)</b>	\$348,402.34	\$1,899.21	(\$19,859.73)		\$330,441.82
				\$205.99	

The Village of Owego Board of Trustees held a meeting on Tuesday, January 3, 2023 at 7:00pm in the boardroom at 22 Elm Street, Owego, NY 13827 in person and virtually via GoToMeeting.

Mayor:	Michael Baratta
Trustees:	Rusty Fuller
	Ron Pelton
	Charles Plater
	Laura Spencer
	Fran VanHousen

Clerk-Treasurer:	Rod Marchewka
Attorney:	Nate VanWhy
Fire Chief:	Jim Morris
EMS Captain:	Paul Cole
DPW Superintendent:	Fred Ulrich
Director of Utilities:	Tracy Babcock

Absent:	Trustee Ed Morton
---------	-------------------

Pledge of Allegiance and Invocation.

Insert "A" - Sign in Sheet -

Public Comment:

Discussion on Tioga Gardens, II –

James Gensel, President – Fagan Engineers out of Elmira, NY  
Chris Boland – Edgemore Development  
Christine Curtis – Tioga County IDA

Discussed setting a date for a public hearing for the dedication of Belva Lockwood Lane, Owego Gardens II. This discussion included:

- 1) Survey plan showing the Precise limit of the road to be dedicated
- 2) 93 units ready with a waiting list of 140
- 3) No additional cost for additional fire hydrants
- 4) Home Leasing has temporary ownership of the road
- 5) Planning & zoning board and former superintendent of public works reviewed the plans
- 6) New water tower installed
- 7) It is out of the flood plain
- 8) Village will receive a PILOT (payment in lieu of taxes)

The Village has a list of concerns regarding Belva Lockwood Lane as follows:

- 1) Road incline is straight down the hill with nothing to slow a sliding vehicle down except the ditches.
- 2) There are no guard railings to prevent vehicles from going off the road

- 3) There are no sidewalks for pedestrian access, which means they will need to walk on the road. (Baby strollers, bicycles etc.)
- 4) The water runoff from the hill has been an issue since the beginning with the overflow running down the road and along Southside Drive a NYSDOT roadway creating issues in the future for the Village. These roads also get encapsulated in ice causing obvious issues.
- 5) The manhole covers are at different grade than the road which will cause problems with plowing (snow removal)
- 6) The access road is surrounded by wetlands, which will a problem in the future as salt runoff will invade these properties and will be a NYSDEC issue.
- 7) The road construction was never mentioned or monitored during construction to be built to NYS Standards. Core drilling multiple sections would be required to verify NYS Standards are adhered to.
- 8) Questions about the upper drainage being diverted into the sewer line chase running under the road.

**Resolved, upon Motion by Trustee VanHousen and seconded by Trustee Plater, to set a Public Hearing for February 21, 2023 for the purpose of the Village of Owego taking over the roadway owned by Owego Gardens II. Roll Call Vote: Trustees Fuller, Pelton, and Spencer voted no. Trustees VanHousen, Plater, and Mayor Baratta voted aye.**

**Motion Failed 3-3**

Department Head Reports:

EMS Captain Paul Cole –

January 3, 2023: Village of Owego EMS Department – Report

Reporting Period: December 2022

Operations December:

- Dispatched to (December):
  - 134 Emergency Medical calls for service for month.
  - 30 calls for mutual aid/ALS provided
  - TBD mutual aids received – Just received
- 41 Volunteers responded to calls in December.

Administration (above and beyond normal activities):

- Community CPR class was held for a local business for some of its employees.

Vehicles as of January 3, 2023:

- 2031:
  - 18808 miles. In service. No Known issues

- 2032:
  - 114297 miles. In service. No known issues
- 2033:
  - 119157 Miles. In Service. No Known issues
- 2051:
  - 44037 Miles. In Service. No known issues

Director of Utilities Tracy Babcock –

Joshua Bowen-Judson started taking his operator courses from home.

**Resolved, upon Motion by Trustee Pelton and seconded by Trustee Fuller, authorizing the purchase of a Wilo FA10.51E submersible pump for Delphine pump station not to exceed \$9,000.00 to be paid out of G.8130.20.130 (which has a balance of \$25,000.00). Roll Call Vote: Trustees Fuller, Pelton, Plater, Spencer, VanHousen, and Mayor Baratta voted aye.**

**Motion Carried 6-0**

Fire Chief Jim Morris –

Any update on SRO that Trustee Fuller is reviewing?

Trustee Fuller – reviewing and making revisions at this time.

Jaws of Life – more research is needed and see if there is a state bid price available.

DPW Supt. Fred Ulrich –

**M E M O**

To: Village of Owego Mayor Mike Baratta and Village Board of Trustees

From: Superintendent of Public Works – Fred Ulrich

Date: January 3, 2023

RE: DPW Activity Report

- Repairs to Kubota Tractor
- Clear off bridge and underpass
- Clean Fire Station parking lot
- Clean out Hyde parking lot
- Trim back trees on Adaline, Charlotte, and West Ave.
- Repair Court Street Bridge lights
- Replace Plexi-glass windows in Cemetery Mortuary
- Remove snow on Lake Street and OPD parking lot
- Put up No Parking signs on Main Street for tree trimming
- Trim trees on John and Main Street
- Chip branches from tree trimming
- Christmas tree pickup
- Take down Lights on the River banners
- Clean out salt spreader
- Move salt to barn from salt delivery
- Install new drainage pump on Paige Street underpass
- Clean out Catch Basins

- Chip brush
- Measure DSNY cut outs on going
- Repair DPW equipment
- Pot hole patching on going
- Cleaning Drains
- Planning and Zoning meetings scheduled
- OHPC meetings scheduled

Any questions or concerns please call me.

Attorney Nate VanWhy - The request for a Public Hearing on Chapter 98 is on hold – I will provide more details later.

**Resolved, upon Motion by Trustee Fuller and seconded by Trustee Pelton, to approve the Payment of Bills as submitted by the Clerk Treasurer for the month of December 2022 as follows:**

General Fund	-	\$ 95,834.38
Emergency Medical Services	-	\$ 24,756.84
Sewer Fund	-	<u>\$617,393.95</u>
Total		\$737,985.17

**Roll Call Vote: Trustees Fuller, Pelton, Plater, Spencer, VanHousen, and Mayor Baratta voted aye.**

**Motion Carried 6-0**

**Resolved, upon Motion by Trustee Spencer and seconded by Trustee VanHousen, to approve the board of trustee's minutes of December 19, 2022 as presented/amended by the clerk-treasurer. Roll Call Vote: Trustees Fuller, Pelton, Plater, Spencer, VanHousen, and Mayor Baratta voted aye.**

**Motion Carried 6-0**

Trustee Reports:

Trustee Laura Spencer –

- The Village was awarded the ClimateSmart Communities Grant in the amount of \$125,000.00
- The next OHPC meeting is Thursday, January 5, 2023

Trustee Ron Pelton –

- Question on roof repair at 90 Temple?

Trustee Fran VanHousen –

- Thanks to DPW for the work on the window installation at the mortuary chapel
- Reminder – the grant received by Mildred Faulkner Truman must be completed by July

Trustee Rusty Fuller –

- Need more research on the Fire Department request for Jaws of Live replacement – ARPA money is going fast – should be looking for a grant option



Communications:

- Mayor Baratta received a card from H.O.M. thanking the Village for all of their work for the Lights on the River event
- We received a letter from NYS DOT with information on the repaving of street in the Village scheduled for this summer. Copies handed out to the Trustees. Streets include North, Park, Court, etc

**Resolved, upon Motion by Trustee VanHousen and seconded by Trustee Pelton, to move the February 6, 2023 meeting to Tuesday, February 7, 2023 at 7:00pm because some of the board will be attending the NYCOM Conference. Roll Call Vote: Trustees Fuller, Pelton, Plater, Spencer, VanHousen, and Mayor Baratta voted aye.**

**Motion Carried 6-0**

Public Comment:

No public comment.

**Resolved, upon Motion by Trustee VanHousen and seconded by Trustee Pelton, to adjourn at 8:52pm.**

**Unanimously Carried**