

Caroline Town Board Special Meeting
WEDNESDAY, April 24, 2024, 7:00 pm

The Caroline Town Board will hold a special meeting on Wednesday, April 24, 2024, at 7 pm at the Caroline Town Hall by Zoom videoconference. Members of the public may attend in-person or by Zoom. Minutes and video recordings will be posted on the [Town of Caroline website](#). Comments may be provided at Privilege of the Floor during the meeting, by email (clerk@town-ofcaroline.org), or by mail (PO Box 136, Slaterville Springs, NY 14881).

INSTRUCTIONS TO ATTEND THE ZOOM MEETING (<https://zoom.us>)

You do not need to have a Zoom account to join. Options 2 and 3 are easiest without an account. You may need the Meeting ID for any of these methods.

Direct: <https://zoom.us/j/7142580644?pwd=MIJXbzJWZVZQa2VBaHF3NklKUGxLQT09>

Meeting ID: 714 258 0644; Passcode: xd3U0n

One tap mobile: +19292056099,,7142580644#; Phone dial-in: +1 929 205 6099 US (New York) by phone press *6 to mute/unmute, *9 to raise hand

AGENDA

- Resolution to Approve an Intermunicipal Agreement between the Towns of Dryden and Caroline for the Collaborative Implementation of Municipally-owned Broadband Infrastructure and Service (below)

—————Adjourn—————

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

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

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

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

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

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

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

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

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

1. The Towns will cooperate on executing the plans set forth in the application under the MIP program, Consolidated Funding Application (CFA) Application 135207, and in answering all inquiries from the ConnectALL office, and
2. The Towns will be responsible for the costs and local match only for the project's parts which are constructed within their respective jurisdictions, and
3. The Towns will, unless otherwise agreed, provide service only to those customers within their respective jurisdictions, and
4. The Town of Caroline will be a purchaser of wholesale bandwidth, customer service, and network management from the Town of Dryden, may elect to rent space within the Central Office facility owned and operated by the Town of Dryden, and may elect to contract with Dryden Fiber to provide Executive Director services, and
5. Each Town shall secure and maintain such liability insurance and property and vehicle insurance as its Board deems prudent and responsible, with the other Towns named as additional insureds on the liability and vehicle insurance. Each Town waives all rights against the other Towns and their elected officials, public officers, employees, and agents for recovery of damages to the extent these damages are covered by Commercial General Liability, Commercial Umbrella Liability, Business Auto Liability, Professional Liability, Workers' Compensation or Employer's Liability insurance.
6. Except as provided in Section 7, to the fullest extent permitted by law, each of the Towns agrees to defend, indemnify and hold harmless the other Towns (the "Other Parties") and their elected officials, public officers, employees, and agents from and against all claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation reasonable attorney's fees and costs) which any or all of them may incur, resulting from bodily injuries (or death) to any person, damage (including loss of use) to any property, other damages, or contamination of or adverse effects on the environment, caused by the acts or omissions of the indemnifying Town or its employees, agents or subcontractors, with respect to the fiber infrastructure. To the extent one or more of the Other Parties are negligent, the indemnifying Town's

indemnification shall not extend to the proportion of loss attributable to the negligence of one or more of the Other Parties.

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

TOWN OF CAROLINE

By: [OBJ]

Mark Witmer, Town Supervisor

Date

TOWN OF DRYDEN

By: [OBJ]

Jason Leifer, Town Supervisor

Date