

TOWN BOARD

MONDAY

April 14, 2014

Supervisor Zupan opened the meeting at 7:30 P.M. with all Councilors present.

Pledge of Allegiance.

Correspondence: There was no unshared correspondence to report.

Motion by Councilor Driscoll, seconded by Councilor Race to accept the minutes from the March 10, 2014 monthly meeting. The motion was unanimously approved.

Supervisor Zupan asked if anyone cared to speak to the Town Board regarding any subject on this meeting's agenda.

Public comment #1: There were no comments.

Resolution No. 43 presented by Councilor Moran, seconded by Councilor Andersen to adopt the scheduling of two special meetings in relation to the 2014 Treatment and Application of Triclopyr (Renovate OTF ®) on Cazenovia Lake. The meetings will be held on:

- **Friday, April 25, 2014 at 5:00 p.m.** to discuss the Final Supplemental Environmental Impact Statement
- **Monday, May 5, 2014 at 5:00 p.m.** to discuss the potential adoption of a Findings Statement and to take final environmental action

At said special meetings, the Town Board may further discuss any business which may come before it.

Roll call:	
Councilor Andersen	Yes
Councilor Race	Yes
Councilor Moran	Yes
Councilor Driscoll	Yes
Supervisor Zupan	Yes

Supervisor Zupan declared Resolution No. 43 adopted.

Resolution No. 44 presented by Councilor Andersen, seconded by Councilor Race

**AWARDING BID TO
ALPHA BOATS UNLIMITED
Successful Bidder**

**(Procurement of a Shore Conveyor for the Town of Cazenovia
for Use on Cazenovia Lake and Rejecting all Bids Received on
March 4, 2014 for a New Weed Harvester and Shore Conveyor)**

WHEREAS, protection and restoration of the water quality, aesthetic condition, recreational usage and aquatic habitat of Cazenovia Lake is in the best interest of our entire community with respect to environmental stewardship, culture heritage and economic interests; and

WHEREAS, the invasive aquatic macrophyte *Myriophyllum spicatum*, commonly known as Eurasian watermilfoil, has become increasingly abundant in Cazenovia Lake and degrades the lake's water quality, aesthetic value and recreational potential; and

WHEREAS, the Town Board has considered multi-faceted measures to address the proliferation of Eurasian watermilfoil in Cazenovia Lake and has addressed same over the years through a successful program of chemical treatment, stormwater management and local legislation practices; and

WHEREAS, it has been determined that certain other areas of Cazenovia Lake weed growth may be safely addressed through a consideration of limited and controlled program of weed management by way of harvesting; and

WHEREAS, the Town of Cazenovia has determined to explore the use of a weed harvester and shore conveyor as part of its multifaceted program to address this important issue; and

WHEREAS, on January 13, 2014, the Town Board of the Town of Cazenovia authorized the solicitation of bids pursuant to General Municipal Law §103 for the procure of a weed harvester with conveyor for the Town of Cazenovia for use on Cazenovia Lake; and

WHEREAS, bid packages were duly received by the Town of Cazenovia in response to the bid solicitation authorized under the January 13, 2014 Resolution; and

WHEREAS, said bids were opened on February 10, 2014 at the Town Hall, located at 7 Albany Street, Cazenovia, New York; and

WHEREAS, on February 17, 2014, the Town Board determined to reject all bids and to rebid the request for proposals with modified specifications; and

WHEREAS, the request for proposals was once again solicited on February 17, 2014 pursuant to General Municipal Law §103; and

WHEREAS, all bid package responses were received and opened on March 4, 2014 at the Town Hall located at 7 Albany Street, Cazenovia, New York; and

WHEREAS, on March 10, 2014 the Town Board determined to table acceptance of all bids and to instead consider the purchase of a used weed harvester and separately determined to solicit bid proposals for the acquisition of a new shore conveyor, to be compatible for use with the used weed harvester; and

WHEREAS, bid packages for a shore conveyor were received and duly opened on April 7, 2014 at the Town Hall, located at 7 Albany Street, Cazenovia, New York; and

WHEREAS, the Town has conducted due diligence and a review of the specifications of the bid packages; and

WHEREAS, the bid solicitation authorized by the Town Board on March 10, 2014 utilized the ability to consider “best value” as authorized under Town of Cazenovia Local Law No. 1-2014; and

WHEREAS, on April 7, 2014 a single bid for the shore conveyor was duly received and opened; and

WHEREAS, the new bid response for the shore conveyor has been carefully reviewed by the Town Board.

NOW, THEREFORE, upon motion of Councilor Andersen, seconded by Councilor Race, it is

RESOLVED, that the bids received on March 10, 2014 for purposes of a weed harvester and shore conveyor (group package) are hereby rejected as it is in the best interest of the Town to purchase a used weed harvester and to separately purchase a shore conveyor; and it is further

RESOLVED, that the Town of Cazenovia Town Board hereby awards the successful bid for a new 2014 model year Shore Conveyor Model SL-6036 to Alpha Boats Unlimited at a total bid price of Thirty-Four Thousand Fifty-Seven and 00/100 Dollars (\$34,057.00) subject to entering into a purchase contract for said equipment and authorization of financing relative to same; and it is further

RESOLVED, that the equipment shall be delivered within sixty (60) days of receipt of the appropriate contract and/or purchase order; and it is further

RESOLVED, that the Town of Cazenovia Supervisor and/or Highway Superintendent is authorized to execute the necessary documentation to procure the equipment so awarded herein; and it is further

RESOLVED, that the above authorization is subject to appropriate procurement of financing for this acquisition.

Roll call:

Councilor Andersen	Yes
Councilor Race	Yes
Councilor Moran	Yes
Councilor Driscoll	Yes
Supervisor Zupan	Yes

Supervisor Zupan declared Resolution No. 44 adopted.

Resolution No. 45 presented by Councilor Driscoll, seconded by Councilor Race

WHEREAS, the Town of Cazenovia Highway Department owns a 2013 John Deere 624K Wheeled Loader (more particularly identified as VIN #IDW624KHPDE65839) (hereinafter referred to as the “Wheeled Loader”); and

WHEREAS, the Wheeled Loader is excess, surplus equipment and unneeded by the Town of Cazenovia or the Town of Cazenovia Highway Department; and

WHEREAS, the Town Board previously authorized, by resolution dated March 10, 2014, the solicitation of bids for the sale of the Wheeled Loader; and

WHEREAS, on April 8, 2014 bids for the Wheeled Loader were received and opened; and

WHEREAS, Greene Lumber Co., L.P. has offered to purchase said Wheeled Loader from the Town of Cazenovia Highway Department for One Hundred Sixty-Five Thousand Four Hundred Thirty-Two and 10/100 Dollars (\$165,432.10); and

WHEREAS, an analysis of the value of the Wheeled Loader was undertaken by the Town of Cazenovia Highway Superintendent.

NOW, THEREFORE, IT IS

RESOLVED AND DETERMINED that pursuant to Section 142(5) of the New York State Highway Law, this Board authorizes the Town of Cazenovia Superintendent of Highways to sell the aforementioned Wheeled Loader to Greene Lumber Co., L.P., as is, without any warranties, for a purchase price of One Hundred Sixty-Five Thousand Four Hundred Thirty-Two and 10/100 Dollars (\$165,432.10); and it is further

RESOLVED AND DETERMINED that the Town of Cazenovia Superintendent of Highways is hereby authorized to sign any papers and take all actions to give full force and effect to this resolution; and it is further

RESOLVED AND DETERMINED that the proceeds of said sale shall be deposited into the appropriate Town of Cazenovia Highway Fund (D.A. 5130.2), as required pursuant to

Section 142(5) of the New York State Highway Law and may be utilized for the purchase of a 2014 624K Wheeled Loader or other highway equipment/machinery.

Roll call:

Councilor Andersen	Yes
Councilor Race	Yes
Councilor Moran	Yes
Councilor Driscoll	Yes
Supervisor Zupan	Yes

Supervisor Zupan declared Resolution No. 45 adopted.

Resolution No. 46 presented by Councilor Race, seconded by Councilor Andersen

**AUTHORIZING THE SUPERVISOR TO ENTER INTO
A PURCHASE CONTRACT FOR THE PURCHASE OF
A 2014 624K WHEELED LOADER
WITH SPECIFIED EQUIPMENT PACKAGE**

WHEREAS, the Town of Cazenovia Highway Department has previously advised the Town Board of the Town of Cazenovia of its continuing need to repair, replace and update its fleet of heavy equipment; and

WHEREAS, previously the Town of Cazenovia Highway Department advised of its desire to acquire a wheeled loader with specified equipment package; and

WHEREAS, the Town Board at its March 10, 2014 meeting authorized the order of a Model Year 2014 624K Wheeled Loader with specified equipment package, described generally as one (1) fully assembled Model Year 2014 624K Wheeled Loader, plus the equipment for such loader as specified in the attached Product Quotation, at a contract price not to exceed One Hundred Forty-Eight Thousand Seven Hundred Fifty-Five and 57/100 Dollars (\$148,755.57), without application of any applicable trade-in or other allowances; and

WHEREAS, the Town Board now desires to authorize said purchase of the 624K Wheeled Loader, plus the equipment for such loader, as described herein to be procured from the successful Government Contract Vendor (Five Star Equipment, Inc.) and by way of a cash purchase.

NOW, THEREFORE BE IT RESOLVED by the Town Board as follows:

1. The Town of Cazenovia Town Board hereby authorizes the acquisition of a 2014 model year 624K Wheeled Loader (described generally as a fully assembled 624K Wheeled Loader, plus the following equipment: EPA FT4; 100 Amp. Alternator; 2 Function Valve/Joystick; Axle, Standard Rear & Hydraulic Front; Full Coverage Front and Rear Fenders;



1300 Dunham Drive • Dunmore, PA 18012	P.O. Box 393 • Kirkwood, NY 13785	6505 East Tark Road • East Syracuse, NY 13057
707-346-1701	807-775-2060	315-462-4660
80 Paul Road • Rochester, NY 14824	46 Route 97 South • Waterford, PA 16441	711 Route 199 • Athens, PA 18810
585-235-3011	614-796-2863	570-852-6800
P.O. Box 885 • Orchard Park, NY 14127	2585 Locomong Creek Rd • Williamsport, PA 17701	

**JOHN DEERE**

SOLD TO:
TOWN OF CAZENOVIA
HIGHWAY DEPT.
3425 CONSTINE BRIDGE RD.
CAZENOVIA NY 13035

SHIP TO:

TOWN OF CAZENOVIA



TRADE-IN INFORMATION

Total Selling Price	148,755.57
Sales Tax	.00
Less Discount	.00
Total Cash Price	148,755.57
Advance Deposit	.00
Cash Received	.00
Total Cash Received	.00
Net Trade-In Allowance	.00
Total Cash & Trade-In	.00

Accounts Receivable	148,755.57
Note, JDFP, Other	.00
Other Charges	.00
Balance Due	148,755.57

Roll call:	
Councilor Andersen	Yes
Councilor Race	Yes
Councilor Moran	Yes
Councilor Driscoll	Yes
Supervisor Zupan	Yes

Supervisor Zupan declared Resolution No. 46 adopted.

Resolution No. 47 presented by Councilor Race, seconded by Councilor Andersen

**AUTHORIZING THE SUPERVISOR TO ENTER INTO
A PURCHASE CONTRACT FOR THE PURCHASE OF
A S570 T4 BOBCAT SKID-STEER LOADER
WITH SPECIFIED EQUIPMENT PACKAGE**

WHEREAS, the Town of Cazenovia Highway Department has previously advised the Town Board of the Town of Cazenovia of its continuing need to repair, replace and update its fleet of heavy equipment; and

WHEREAS, previously the Town of Cazenovia Highway Department advised of its desire to acquire a skid-steer loader with specified equipment package; and


WHEREAS, the Town Board at its March 10, 2014 meeting authorized the order of a S570 T4 Bobcat Skid-Steer Loader (Vin #M0259) with specified equipment package, described generally as one (1) fully assembled S570 T4 Bobcat Skid-Steer Loader, plus the equipment for such loader as specified in the attached Product Quotation, at a contract price not to exceed Thirty-Two Thousand Eight Hundred Forty-Nine and No/100 Dollars (\$32,849.00), without application of any applicable trade-in or other allowances; and

WHEREAS, the Town Board now desires to authorize said purchase of the S570 T4 Bobcat Skid-Steer Loader (Vin #M0259), plus the equipment for such loader, as described herein to be procured from the successful Government Contract Vendor (Warner Sales & Service, Rome, NY) and by way of a cash purchase.

NOW, THEREFORE BE IT RESOLVED by the Town Board as follows:

1. The Town of Cazenovia Town Board hereby authorizes the acquisition of a S570 T4 Bobcat Skid-Steer Loader (Vin #M0259) with specified equipment package, described generally as a 2014 model year S570 T4 Bobcat Skid-Steer Loader) described generally as a fully assembled S570 T4 Bobcat Skid-Steer Loader, plus the following equipment: 61.0 HP Tier 4 Turbo Diesel Engine; Auxiliary Hydraulics; Bob-Tach; Bobcat Interlock Control System (BICS); Engine/Hydraulic Systems Shutdown; Roll Over Protective Structure (ROPS); Falling Object Protective Structure (FOPS); Factory Installed A91 Option Package (cab enclosure with heat and

AC; high flow hydraulics; two-speed travel; sound reduction; hydraulic bucket positioning; power Bob-Tach; deluxe instrument panel; keyless start; suspension seat with 3-point belt; engine block heater; attachment control kit; cab accessories package); Selectable Joystick Controls (SJC); 68" Low Profile Bucket (all equipment designated in the product quotation dated February 7, 2014), at a contract price not to exceed Thirty-Two Thousand Eight Hundred Forty-Nine and No/100 Dollars (\$32,849.00) from the Government Contract Vendor (OGS Group No. 40604; Award No. 21635) by way of a cash purchase per the terms set forth in the attached invoice.

		BOBCAT COMPANY GWINNER, MD 20890 SALES: (800) 876-8286 WARRANTY: (707) 876-8116 BILLING: (707) 241-8718		REMIT TO: Clark Equipment Co./b/a Bobcat Company 76 Remittance Dr. Ste #1130 Chicago, IL 60675-1130	
SOLD TO: Town of Cazenovia 289509 3425 Constance Bridge Road Cazenovia NY 13036 United States		SHIP TO: Warner Sales & Service 6470 Greenway New London Rd Rome NY 13140 United States		DELIVER TO: Town of Cazenovia 289509 3425 Constance Bridge Road Cazenovia NY 13036 United States	

ORIGINAL INVOICE									
ORDER TYPE	CUST ORDER NO.	REFERENCE	ORDER DATE	SHIP DATE	INVOICE DATE	INVOICE NO.	PAGE: 1 OF 1		
SHIPPER VIA	BY NO.	FACTORY ORDER	SHIPPER NO.	BOXES	WEIGHT	JUN NO.	DEALER NO.	SALCSPLAN	
		2261829				269509	289509	405	
CURRENCY/TERMS		DUPLICATE	POINT AND COUNTRY OF ORIGIN OF SHIPMENT						
USD	Net 80	24-May-14							
LINE NO.	PART NO.	DESCRIPTION	SERIAL NUMBER	D.D. QTY	SHIP QTY	UNIT PRICE	AMOUNT	COMBINATION CODE	
1	M0259	S579 T4 Bobcat Skid-Steer Loader Tier 4 Compliant Engine	ALM412033			24,957.00	24,957.00		
2	M0259-P01-A91	A91 Option Package			1	5,871.00	5,871.00		
3	M0259-R01-CD4	Selectable Joystick Controls			1	1,405.00	1,405.00		
4	B731418	68" Low Profile Bucket			1	615.00	615.00		
TOTAL							\$32,849.00		
COMMENTS: TID# 38-0425330									

BOBCAT COMPANY is a business unit of Clark Equipment Company.

Roll call:

Councilor Andersen	Yes
Councilor Race	Yes
Councilor Moran	Yes
Councilor Driscoll	Yes
Supervisor Zupan	Yes

Supervisor Zupan declared Resolution No. 47 adopted.

Resolution No. 48 presented by Councilor Driscoll, seconded by Councilor Moran to authorize the Town Supervisor to execute a written agreement with James Brownson for the supply of water (for field irrigation mitigation) to Mr. Brownson's farm, at an amount not to exceed Eight Thousand and No/100 Dollars (\$8,000.00), all in relation to the proposed "Treatment and Application of Triclopyr ("Renovate OTF[®]") on Cazenovia Lake Phase IV (2014 Treatment)."

May 13, 2014

Mr. Jim Brownson
8149 Bridgeport-Kirkville Road
Kirkville, New York 13082

Re: 2014 Planned Treatment of Cazenovia Lake with the Herbicide Triclopyr ("Renovate OTF[®]")

Dear Mr. Brownson:

The Town of Cazenovia is once again contacting you with regard to a planned limited treatment of Cazenovia Lake with the herbicide Triclopyr ("Renovate OTF[®]") for this summer. You may recall that the Town of Cazenovia has successfully conducted such treatments in the years 2009, 2010 and, most recently, in 2012. For the 2012 treatment, representatives of the Town of Cazenovia met with you to discuss the restrictions on drawing irrigation water from Chittenango Creek that would be in place as a result of that planned treatment of Cazenovia Lake. With the 2014 treatment, similar restrictions would be in place and the Town desires to request your acceptance of similar terms of the Agreement entered into for the 2012 treatment.

Pursuant to the label restrictions on this herbicide, use of treated water for irrigation will be restricted for one hundred twenty (120) days or until the Triclopyr ("Renovate OTF[®]") concentrations fall below one part per billion (0.001 mg/L).

Similar with previous treatments, this Summer's treatment is planned to help reduce the Lake's crop of the invasive aquatic plant species, Eurasian watermilfoil. The proposed treatment for 2014 is currently planned to occur in late May/early June 2014.

Based on our discussions from the last treatment, we understand that your farm draws water for vegetable crop irrigation from Chittenango Creek at a location on the attached site map between sampling points 18 and 20, south of Bridgeport. Results of the Town's previous

monitoring program determined that trace concentrations of Triclopyr (“Renovate OTF[®]”) were present within this stream segment subsequent to the Cazenovia Lake treatment. Therefore, the New York State Department of Environmental Conservation (“NYSDEC”) will not permit your farm to use water from Chittenango Creek for irrigation following the treatment for a period of one hundred twenty (120) days, or until the Triclopyr (“Renovate OTF[®]”) concentration falls below one part per billion (0.001 mg/L) in Chittenango Creek in the vicinity of your water intake. The Town will monitor the residual Triclopyr (“Renovate OTF[®]”) concentration at multiple sites in the stream, and provide the data to the NYSDEC. The NYSDEC Bureau of Pesticides Management, represented in Region 7 by Donald Nelson of the NYSDEC Cortland sub-office, will determine when the Creek water adjacent to your property can be used for irrigation. We will include you on the distribution of the monitoring results (which are posted on the Town of Cazenovia website www.townofcazenovia.org).

As we agreed to in the 2012 arrangement, the Town will reimburse you for the cost of municipal water provided by Onondaga County Water Authority (“OCWA”) to replace the volume that you would have drawn from Chittenango Creek for irrigation use. As we learned from the last expenses, the volume of water required for irrigation is unpredictable, as it depends on rainfall conditions. However, we further understand that the nature of the vegetable crops, the soil texture typical of your fields, your farming practices, and the high standards of your buyers require that you have access to water for irrigation at all times; the supply cannot be interrupted.

Based upon these facts, the Town has agreed to pay for the rental deposit fee to OCWA to add a metering device to the hydrant proximate to your fields. This deposit will be refunded by OCWA once the irrigation restriction is lifted. The Town will also pay for the incremental use of OCWA water on your farm during the 2014 growing season, from the time the treatment is applied to Cazenovia Lake until the restriction is lifted. Based upon our prior experience, the Town will reimburse you for actual water use at a not-to-exceed figure of Eight Thousand and 00/100 Dollars (\$8,000.00).

If acceptable, we request that you forward your monthly water bills to the Town of Cazenovia and demarcate the fees for water replacing your traditional draw from Chittenango Creek. This will be similar to the procedures employed for the last treatment on the Lake. The Town, in turn, will pay OCWA directly as had been arranged under the prior Agreement.

As we expressed in 2012, the Town and its residents appreciate your willingness to work with the Town to find a successful path forward which will allow the Town to continue its Lake restoration efforts while ensuring that there are no adverse impacts on any downstream water users. It is the Town’s continued mission to protect the public health and environmental quality of all property owners in the Town and surrounding areas in a manner that will enhance our local economy.

If this mitigation strategy is acceptable, please countersign this letter and return it immediately to the Town Offices. We will remain in contact as the project develops.

Very truly yours,

TOWN OF CAZENOVIA

By: _____
Hon. William Zupan, Town Supervisor

Accepted by

Jim Brownson

cc: NYSDEC Region 7, Attn: Donald Nelson
Cazenovia Town Board

Roll call:

Councilor Andersen	Yes
Councilor Race	Yes
Councilor Moran	Yes
Councilor Driscoll	Yes
Supervisor Zupan	Yes

Supervisor Zupan declared Resolution No. 48 adopted.

Resolution No. 49 presented by Councilor Moran, seconded by Councilor Andersen to authorize the Town Supervisor to execute a written agreement with Jeff Kubecka for the supply of water to Kubecka Farms (for field irrigation mitigation), at an amount not to exceed Twenty Thousand and No/100 Dollars (\$20,000.00), all in relation to the proposed “Treatment and Application of Triclopyr (“Renovate OTF[®]”) on Cazenovia Lake Phase IV (2014 Treatment).”

March 26, 2014

Mr. Jeff Kubecka
Kubecka Farms
Chestnut Ridge Road
Kirkville, New York 13082

**Re: 2014 Planned Treatment of Cazenovia Lake with the Herbicide Triclopyr
("Renovate OTF[®]")**

Dear Mr. Kubecka:

The Town of Cazenovia is once again contacting you with regard to a planned limited treatment of Cazenovia Lake with the herbicide Triclopyr ("Renovate OTF[®]") for this summer. You may recall that the Town of Cazenovia has successfully conducted such treatments in the years 2009, 2010 and, most recently, in 2012. For the 2012 treatment, representatives of the Town of Cazenovia met with you to discuss the restrictions on drawing irrigation water from Chittenango Creek that would be in place as a result of that planned treatment of Cazenovia Lake. With the 2014 treatment, similar restrictions would be in place and the Town desires to request your acceptance of similar terms of the Agreement entered into for the 2012 treatment.

Pursuant to the label restrictions on this herbicide, use of treated water for irrigation will be restricted for one hundred twenty (120) days or until the Triclopyr ("Renovate OTF[®]") concentrations fall below one part per billion (0.001 mg/L).

Similar with previous treatments, this Summer's treatment is planned to help reduce the Lake's crop of the invasive aquatic plant species, Eurasian watermilfoil. The proposed treatment for 2014 is currently planned to occur in late May/early June 2014.

You may also recall that the results from previous program monitoring determined that very small trace concentrations of Triclopyr ("Renovate OTF[®]") were present within the stream area in the vicinity of Kubecka Farms and, as a result, the New York State Department of Environmental Conservation ("NYSDEC") would not permit the farm to use water from Chittenango Creek for irrigation following the treatment for a period of one hundred twenty (120) days or until the Triclopyr ("Renovate OTF[®]") concentrations fall below one part per billion (0.001 mg/L) in Chittenango Creek in the region of your water intake. As we have in the past, the Town proposes to monitor the residual Triclopyr ("Renovate OTF[®]") concentration in the stream on a weekly basis and provide the data to the NYSDEC. The NYSDEC Bureau of Pesticides Management will determine when the creek water adjacent to your property can be used for irrigation. The information provided to the NYSDEC will also be provided to Kubecka Farms on weekly basis. Further, this information will again be posted on the Town of Cazenovia's website at www.townofcazenovia.org.

As agreed to from the 2012 treatment, the Town is proposing to pay for your use of municipal water from the Onondaga County Water Authority ("OCWA"), to replace the volume that you would have drawn from Chittenango Creek for irrigation use. As we learned from the last experience, the volume of water required for irrigation can be unpredictable depending upon the dryness of the particular year. We also recognized that because of the nature of your crops,

the soil texture of your fields, your farming practices and the high standards of your buyers, you will continue to require access to water for irrigation at all times and that the supply of water cannot and will not be interrupted.

Based upon these facts, the Town has agreed to pay for the rental deposit fee to OCWA to add a metering device to the hydrant proximate to your fields. This deposit will be refunded by OCWA once the irrigation restriction is lifted. The Town will also pay for the incremental use of OCWA water on your farm during the 2014 growing season, from the time the treatment is applied to Cazenovia Lake until the restriction is lifted. Based upon our prior experience, the Town will reimburse Kubecka Farms for actual water use at a not-to-exceed figure of Twenty Thousand and 00/100 Dollars (\$20,000.00). Further, the Town will reimburse you for the installation of up to twenty (20) trickle lines at an anticipated amount of One Hundred Fifty and 00/100 Dollars (\$150.00) per line.

If acceptable, we request that you forward your monthly water bills to the Town of Cazenovia and demarcate the fees for water replacing your traditional draw from Chittenango Creek. This will be similar to the procedures employed for the last treatment on the Lake. The Town, in turn, will pay OCWA directly as had been arranged under the prior Agreement.

As we expressed in 2012, the Town and its residents appreciate your willingness to work with the Town to find a successful path forward which will allow the Town to continue its Lake restoration efforts while ensuring that there are no adverse impacts on any downstream water users. It is the Town's continued mission to protect the public health and environmental quality of all property owners in the Town and surrounding areas in a manner that will enhance our local economy.

If this mitigation strategy is acceptable, please countersign this letter and return it immediately to the Town Offices. We will remain in contact as the project develops.

Very truly yours,

TOWN OF CAZENOVIA

By: _____
Hon. William Zupan, Town Supervisor

Accepted by

Jeff Kubecka

cc: NYSDEC Region 7, Attn: Donald Nelson
Cazenovia Town Board

Roll call:	
Councilor Andersen	Yes
Councilor Race	Yes
Councilor Moran	Yes
Councilor Driscoll	Yes
Supervisor Zupan	Yes

Supervisor Zupan declared Resolution No. 49 adopted.

Resolution No. 50 presented by Councilor Driscoll, seconded by Councilor Race

**ACKNOWLEDGING THE CREATION OF ONE (1)
FULL-TIME HEAVY EQUIPMENT OPERATOR POSITION
AND TWO (2) PART-TIME SEASONAL POSITIONS**

To acknowledge the Highway Superintendent's creation of a new full-time heavy equipment operator position in the Town of Cazenovia Highway Department and to also create two (2) new part-time seasonal positions, subject to applicable requirements of the New York State Civil Service Law. The full-time position shall have a fifty-two (52) week probationary period.

Roll call:	
Councilor Andersen	Yes
Councilor Race	Yes
Councilor Moran	Yes
Councilor Driscoll	Yes
Supervisor Zupan	Yes

Supervisor Zupan declared Resolution No. 50 adopted.

Resolution No. 51 presented by Councilor Driscoll, seconded by Councilor

Race to approve the Highway Superintendent, Timothy L. Hunt's, attendance at the *2014 Highway School* co-sponsored by the Association of Towns of the State of New York and Cornell Local Roads Program at Ithaca College in New York on June 2-4, 2014 with expenses paid.

Roll call:	
Councilor Andersen	Yes
Councilor Race	Yes
Councilor Moran	Yes
Councilor Driscoll	Yes
Supervisor Zupan	Yes

Supervisor Zupan declared Resolution No. 51 adopted.

Resolution No. 52 presented by Councilor Race, seconded by Councilor Driscoll to approve the Bookkeeper, Elizabeth B. Merrill's, attendance at the 14th Annual Town Finance School co-sponsored by the Association of Towns and the NYS Office of the State Comptroller in Rochester, NY on May 15-16, 2014 with expenses paid.

Roll call:	
Councilor Andersen	Yes
Councilor Race	Yes
Councilor Moran	Yes
Councilor Driscoll	Yes
Supervisor Zupan	Yes

Supervisor Zupan declared Resolution No. 52 adopted.

Supervisor Zupan stated only 1/3 of the expenses were being paid because the Towns of Nelson and Eaton also employ the Dog Control Officer and they are sharing the cost.

Resolution No. 53 presented by Councilor Driscoll, seconded by Councilor Andersen to approve the Dog Control Officer, Gordon B. Baker's, attendance at the Animal Control Seminar sponsored by the Town of Webster Animal Control Unit and NYS Department of Agriculture and Markets in Webster, NY on April 29-30, 2014 with 1/3 of the expenses paid.

Roll call:	
Councilor Andersen	Yes
Councilor Race	Yes
Councilor Moran	Yes
Councilor Driscoll	Yes
Supervisor Zupan	Yes

Supervisor Zupan declared Resolution No. 53 adopted.

Resolution No. 54 presented by Councilor Driscoll, seconded by Councilor Andersen

**AUTHORIZING TOWN OF CAZENOVIA TO
ENTER INTO AN INTERMUNICIPAL AGREEMENT
WITH THE VILLAGE OF CAZENOVIA IN SUPPORT
OF A CAZENOVIA LAKE BOAT PATROL PROGRAM**

WHEREAS, the Village of Cazenovia has proposed to manage and operate a boat patrol on the waters of Cazenovia Lake to support boating safety and the observation of good boating practices and laws; and

WHEREAS, the Village of Cazenovia previously contacted the Town of Cazenovia to participate in the Village of Cazenovia's program; and

WHEREAS, the extent of the Town of Cazenovia's participation sought by the Village of Cazenovia relates to the partial funding of the Village of Cazenovia's boat patrol program; and

WHEREAS, the Town of Cazenovia desires to support the Village of Cazenovia's boat patrol program by way of partial funding through an Intermunicipal Agreement as it has in past years; and

WHEREAS, the proposed action has been deemed to be a Type II action pursuant to 6 N.Y.C.R.R. Part 617.

NOW, THEREFORE, BE IT RESOLVED, that the Town of Cazenovia Supervisor is authorized to enter into an Intermunicipal Agreement (upon review by the Town's Attorney) for participation in the Village of Cazenovia's boat patrol program by way of funding a portion of the program in an amount not to exceed Three Thousand and 00/100 Dollars (\$3,000.00) for the 2014 boating season. The approved funding is contingent upon the execution of the below-referenced Intermunicipal Agreement and the implementation of the program by the Village.

**AGREEMENT FOR SPECIALIZED
LAW ENFORCEMENT SERVICES**

This Agreement is entered into as of this ____ day of _____, 2014, by and between the Village of Cazenovia, a municipal corporation organized and existing under the laws of the State of New York, hereafter referred to as the VILLAGE; and the Town of Cazenovia, a municipal corporation organized and existing under the laws of the State of New York, hereafter referred to as the TOWN.

1. STATEMENT OF AGREEMENT

The VILLAGE agrees to provide “Specialized Law Enforcement Services” to the TOWN during the term of this Agreement, and the TOWN agrees to engage the VILLAGE to provide such service in accordance with and subject to the terms of this Agreement.

2. LEGAL BASIS

This Agreement is authorized by § 119-0 of the General Municipal Law of the State of New York.

3. SPECIALIZED LAW ENFORCEMENT SERVICES

Specialized Law Enforcement Services shall be deemed to usually and normally consist predominately of random patrol activities of no minimum quantity or duration and response depending on availability to complaints and requests of residents in the TOWN. Specialized Law Enforcement Services shall also consist of the specific assignment of a marine navigation patrol within the Town of Cazenovia corporate limits as more fully provided herein. All references to Specialized Law Enforcement Services contained in this Agreement are references only to services that shall be delivered under the terms of this Agreement.

4. DELIVERY OF SERVICES

- 4.1 SERVICE AREA: The VILLAGE shall provide Specialized Law Enforcement Services within the corporate limits of the TOWN of CAZENOVIA.
- 4.2 ENFORCEMENT RESPONSIBILITIES: The VILLAGE shall enforce New York State statutes and Town ordinances.
- 4.3 QUANTITY OF SERVICE: The VILLAGE shall deliver the number of man hours of Specialized Law Enforcement Services as budgetary appropriations permit over the approximately 16 weeks per year of higher population density from approximately May 19th through September 15th.
- 4.4 HOW DELIVERED: The VILLAGE shall provide qualified police officers to patrol the TOWN in the manner provided in this Agreement. The minimum “shift” shall consist of one police officer and the maximum “shift” shall consist of two police officers, patrolling in one or two marine vessels.
- 4.5 REPORTING: The VILLAGE Police Chief shall provide to the TOWN an annual report of activities generated as a result of this Agreement. This report shall include the number of calls for service, reported crimes, arrests, navigation complaints and summons issued as well as crimes cleared by arrest.
- 4.6 SERVICE MANAGEMENT: The planning, organization, scheduling, direction and supervision of the VILLAGE’S personnel and all other matters incident to the delivery of Specialized Law Enforcement Services to the TOWN shall be determined by the VILLAGE. The VILLAGE shall retain exclusive authority

over the activities of its VILLAGE personnel working in the TOWN.

- 4.7 RESPONSIVENESS: The VILLAGE shall give prompt “consideration” to all requests of the TOWN regarding the delivery of Specialized Law Enforcement Services. The VILLAGE shall make every effort to comply with these requests if they are consistent with good law enforcement practices and within the scope of the VILLAGE’S resources and of the scope of this Agreement.
- 4.8 DISPUTE RESOLUTION: Any conflict between the parties regarding the extent or manner of performance of the Specialized Law Enforcement Services delivered to the TOWN shall be resolved by the VILLAGE, whose decision shall be final and conclusive.
- 4.9 COORDINATION: The TOWN and the VILLAGE shall each designate a specific individual and alternates to make or receive requests and to confer upon matters concerning the delivery of Specialized Law Enforcement Services to the TOWN. In the case of the VILLAGE, that individual shall be the VILLAGE Police Chief.

5. **RESOURCES**

- 5.1 VILLAGE RESPONSIBILITIES: Except as otherwise stipulated, the VILLAGE shall furnish all labor required to deliver Specialized Law Enforcement Services to the TOWN.
- 5.2 INDIVIDUAL OWNERSHIP: The VILLAGE and the TOWN shall retain title to any property each may acquire to meet the obligations under this Agreement. Upon the termination of this Agreement, each party may dispose of its property as it sees fit.

6. **INDEMNIFICATION**

- 6.1 The TOWN hereby agrees to indemnify and save harmless the VILLAGE and its police officers, agents, servants and employees, against any and all liabilities, losses, damages, fees, costs or expenses which the VILLAGE may incur, suffer or be required to pay by reason of the willful, negligent, culpable or wrongful acts or omissions of the TOWN, its agents, servants and employees, in the performance of any and all duties or obligations pursuant to this Agreement.
- 6.2 The VILLAGE hereby agrees to indemnify and save harmless the TOWN, its agents, servants and employees, against any and all liabilities, losses, damages, fees, costs or expenses which the TOWN may incur, suffer or be required to pay by reason of the willful, negligent, culpable or wrongful acts or omissions of the VILLAGE, its agents, servants and employees, in the performance of any and all duties or obligations pursuant to this Agreement.
- 6.3 In the event that any action, suit or proceeding is brought against any party or person who shall seek indemnity under this Agreement from any other party hereto and upon any liability arising out of the present Agreement, the said person seeking to be indemnified shall give notice, in writing, by properly addressed certified mail-return

receipt requested, to the claimed indemnity with 10 days of the commencement of any such action, suit or proceeding.

Upon the receipt of such written notice the indemnity shall defend against any such action, suit or proceeding, at its own expense, and shall take that action as may be otherwise necessary or proper therein to prevent the obtaining of any judgment against the party or person being actually indemnified.

- 6.4 In the event that any party or person shall default under the terms of this Agreement or should liability otherwise be incurred hereunder, notice thereof shall be given to any claimed indemnitor by the proposed indemnitee, in writing, by properly addressed certified mail return receipt requested, all within 30 days of such default or the event or occurrence giving rise to such liability as incurred.
- 6.5 That the provisions of indemnity to the TOWN under this Agreement are expressly conditioned upon due performance by such TOWN of all of the terms, covenants and conditions of this Agreement and upon the prompt payment of all sums required to be paid hereunder.

7. PERSONNEL

- 7.1 **EMPLOYEE STATUS:** For the purposes of this Agreement, all persons employed by the VILLAGE in providing Specialized Law Enforcement Services to the TOWN shall be employees of the VILLAGE, and they shall not have any benefit, status, or right of TOWN employment.
- 7.2 **PAYMENT:** The TOWN shall not be liable for the direct payments of salaries, wages, or other compensation to the VILLAGE's officers or employees providing Specialized Law Enforcement Services to the TOWN, in accordance with this Agreement.
- 7.3 **WORKERS' COMPENSATION:** VILLAGE'S personnel performing services under this Agreement shall be deemed employees of the VILLAGE for purposes of Worker's Compensation Law and the TOWN shall not be responsible for the payment of any benefits thereunder.

8. DUTY SCHEDULE/HOURS

- 8.1 **HOURS EACH WEEK:** In the event the VILLAGE is unable to provide the number of hours requested by the TOWN during a particular week, the VILLAGE shall notify the TOWN as soon as it is determined that a shortage will exist. Nothing herein shall be construed to prevent the VILLAGE and the TOWN from mutually agreeing to the provision of a greater or lesser number of hours hereunder.
- 8.2 **DUTY SCHEDULE:** The TOWN and the VILLAGE shall schedule the Specialized Law Enforcement Services in blocks of time as the VILLAGE deems appropriate. The TOWN agrees that more than one police officer may be on duty during

appropriate scheduled hours, as determined by the VILLAGE.

INTERRUPTION OF SERVICES: Unforeseen circumstances may occur which result in a law enforcement agency or navigation patrol to temporarily be assigned outside to service outside of the TOWN.

9. FEES

9.1 **TOTAL SUM:** The TOWN shall pay the VILLAGE the total sum of Three Thousand and 00/100 Dollars (\$3,000.00) for the delivery of Specialized Law Enforcement Services during the term of this Agreement.

9.2 **BILLING & PAYMENT:** The TOWN shall pay the total amount due as specified herein within ten (10) days of the date of approval of this Agreement by the Town Board, and subject to presentation of an invoice by the VILLAGE to the TOWN referencing the purpose of payment is for Specialized Law Enforcement Services pursuant to this Agreement, and the TOWN shall make payment prior to May 20th of any future years for which this Agreement may be renewed as provided herein, subject to the presentation of an invoice by the VILLAGE to the TOWN as provided above.

9.3 **DELINQUENCY:** If the TOWN does not make payment within forty-five (45) days after the invoicing, the VILLAGE may terminate this Agreement. The TOWN shall be liable for the cost of Specialized Law Enforcement Services provided to the time of termination.

10. TERM

This Agreement shall take effect on May 1, 2014 and terminate on October 1, 2014. Renewal Terms shall begin on May 1st and expire on October 1st.

11. TERMINATION AND RENEWAL

11.1 This Agreement may be terminated without cause at any time by any party upon thirty (30) days written notice to the other party of its intention to withdraw. The VILLAGE and the TOWN may terminate this Agreement at any time upon mutual consent.

11.2 **RENEWAL:** This Agreement shall renew automatically for successive terms of one (1) year, unless a party gives notice that the same shall not renew not less than thirty (30) days prior to the renewal date.

11.3 NOTICE: Notices hereunder shall be in writing and shall be deemed given upon mailing by first class mail to the following addresses:

VILLAGE OF CAZENOVIA
90 Albany Street
Cazenovia, New York 13035

TOWN OF CAZENOVIA
7 Albany Street
Cazenovia, New York 13035

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

VILLAGE OF CAZENOVIA

Dated: _____ By: _____
Kurt Wheeler, Mayor

TOWN OF CAZENOVIA

Dated: _____ By: _____
William Zupan, Supervisor

Roll call:

Councilor Andersen	Yes
Councilor Race	Yes
Councilor Moran	Yes
Councilor Driscoll	Yes
Supervisor Zupan	Yes

Supervisor Zupan declared Resolution No. 54 adopted.

**Resolution No. 55 presented by Councilor Race, seconded by
Councilor Moran**

**AUTHORIZING THE SUPERVISOR OF THE TOWN OF CAZENOVIA
TO ENTER INTO AN INTERMUNICIPAL AGREEMENT FOR
THE USE OF BOAT LAUNCH FACILITIES AT LAKESIDE PARK**

WHEREAS, the Village of Cazenovia previously adopted a policy to make the boat launch facilities at Lakeside Park available, free of charge, to residents of municipalities that have entered into an Intermunicipal Agreement with the Village; and

WHEREAS, in past years, the Town of Cazenovia and the Village of Cazenovia entered into such Intermunicipal Agreements; and

WHEREAS, Intermunicipal Agreements are authorized pursuant to General Municipal Law Section 119(o); and

WHEREAS, the Town of Cazenovia and the Village of Cazenovia desire to extend and amend such Intermunicipal Agreement subject to the terms therein; and

WHEREAS, the proposed action has been deemed to be a Type II action pursuant to 6 N.Y.C.R.R. Part 617.

NOW, THEREFORE, BE IT RESOLVED, that the Town of Cazenovia Town Supervisor be, and hereby is, authorized to execute the Intermunicipal Agreement for use of the Boat Launch Facilities at Lakeside Park for the 2014 season in the form substantially consistent with that attached hereto which Agreement will be an annual agreement.

**INTERMUNICIPAL AGREEMENT
BETWEEN
THE TOWN OF CAZENOVIA AND
THE VILLAGE OF CAZENOVIA**

THIS INTERMUNICIPAL AGREEMENT is made as of the ____ day of _____, 2014, by and between the **VILLAGE OF CAZENOVIA**, a municipal corporation duly incorporated under the laws of the State of New York with an office at 90 Albany Street, Cazenovia, New York 13035 (hereinafter the “Village”) and the **TOWN OF CAZENOVIA**, a municipal corporation duly existing under the laws of the State of New York with an office at 7 Albany Street, Cazenovia, New York 13035 (hereinafter the “Town”).

R E C I T A L S

WHEREAS, the Village owns and maintains a boat launch facility known as Lakeside Park Boat Launch located on Forman Street in the Village (hereinafter the “Boat Launch”); and

WHEREAS, the use of the Boat Launch is currently restricted to permit holders only; and

WHEREAS, the Village desires to make the Boat Launch available to residents of the Town of Cazenovia (hereinafter “Town Residents”) for the 2014 season in exchange for financial assistance with the maintenance and upkeep of the Boat Launch and enforcement of applicable regulations pertaining to the Boat Launch; and

WHEREAS, the Town of Cazenovia agrees to pay the Village of Cazenovia an annual fee of Ten Thousand and 00/100 (\$10,000.00) Dollars for the 2014 season.

NOW THEREFORE, the Village and the Town mutually agree as follows:

1. Upon payment to the Village of the fee described above, the Village shall make Boat Launch use permits available to Town Residents with no annual fee upon the same terms and conditions applicable to Village residents who apply for such permits, with the same attendant rights and privileges available to Village residents. This Agreement is for the 2014 season and must be renewed on an annual basis by each Municipal Board.

2. Individual Town Residents must each apply for a permit at the Village Clerk's office and will agree to the provisions contained in the document entitled "Regulations Governing Use of Lakeside Park Boat Launch and Boating Practices on Cazenovia Lake" as amended.

3. This Agreement may be terminated by either party at any time upon ninety (90) days prior written notice served between July 1st and December 31st of any given calendar year. Upon early termination, the Village shall immediately return a pro-rated portion of such fee to the Town.

4. The payment from the Town to the Village contemplated herein shall be made no later than May 31st of each year this Agreement remains in effect as renewed. Funds for these annual payments shall be from appropriations only in the "part town" or "B" fund within the Town's budget.

IN WITNESS WHEREOF this Agreement has been duly executed as of the date and year first written above.

VILLAGE OF CAZENOVIA

Dated: _____

By: _____
Kurt Wheeler, Mayor

TOWN OF CAZENOVIA

Dated: _____

By: _____
William Zupan, Supervisor

Roll call:

Councilor Andersen	Yes
Councilor Race	Yes
Councilor Moran	Yes
Councilor Driscoll	Yes
Supervisor Zupan	Yes

Supervisor Zupan declared Resolution No. 55 adopted.

Resolution No. 56 presented by Councilor Andersen, seconded by Councilor Driscoll

**AUTHORIZING TOWN OF CAZENOVIA TO
ENTER INTO AN INTERMUNICIPAL AGREEMENT
WITH THE VILLAGE OF CAZENOVIA
FOR SHARED JUSTICE COURT SPACE**

WHEREAS, the Village of Cazenovia and the Town of Cazenovia have entered into discussions for the sharing of Village Justice Court space with the Town of Cazenovia for purposes of Town Justice Court matters; and

WHEREAS, Intermunicipal Agreements to accomplish such purposes are authorized by Section 119(o) of the General Municipal Law of the State of New York; and

WHEREAS, the Village and the Town desire to enter into such a Shared Space Agreement, in a form substantially consistent with the attached Shared Space Agreement and subject to the terms contained therein; and

WHEREAS, the proposed action has been deemed to be a Type II action pursuant to 6 N.Y.C.R.R. Part 617.

NOW, THEREFORE, BE IT RESOLVED, that the Town of Cazenovia Supervisor be and hereby is authorized to execute the Shared Space Agreement as an Intermunicipal Agreement pursuant to General Municipal Law §119(o) in a form substantially consistent with that attached hereto, which Agreement shall continue on an annual basis.

SHARED SPACE AGREEMENT

THIS SHARED SPACE AGREEMENT (the “Agreement”) is made as of April 2, 2014, between the TOWN OF CAZENOVIA, with offices at 7 Albany Street, Cazenovia, NY, 13035, (the “Town”) and the VILLAGE OF CAZENOVIA, with offices at 90 Albany Street, Cazenovia, NY, 13035 (the “Village”).

WHEREAS, Village owns the parcel and building located at 90 Albany Street, Cazenovia, NY, 13035, in Madison County, New York, in which building the Village Justice holds court proceedings on behalf of the Village, and

WHEREAS, the Town wishes to terminate the holding of Town Court proceedings at the Town Office building located at 7 Albany Street, Cazenovia, NY, 13035, and

WHEREAS, Village wishes to share with Town, and Town wishes to share with Village, that portion of the building located at 90 Albany Street, Cazenovia, NY, 13035, consisting of the courtroom and office space used for court purposes (the “Premises”), and

WHEREAS, the Town and Village have entered into discussions pertaining to the

Town's use of the Premises for purposes of court proceedings and administration beginning on the effective date of this Agreement, with the specific dates and times to be scheduled between the responsible individuals for each party, and

WHEREAS, the Town desires the Village Police Department provide security services for town court proceedings, and

WHEREAS, each party has reviewed its costs and expenses incurred or expected to be incurred as a result of this shared arrangement, and the Town will reimburse the Village for costs incurred.

NOW, THEREFORE, it is mutually agreed:

FIRST: The Town shall reimburse the Village an annual fee of \$9,400 for use of the facility. The facility fee includes the village court clerk spending approximately 3 hours per week assisting with town court duties and 2 hours of police protection per week for court dates and arraignments. Jury trials are not included and shall be reimbursed at \$28.00 per hour for the clerk and \$30.00 an hour for police coverage. All postage shall be cost reimbursed and copies shall be reimbursed at \$0.25 per copy.

SECOND: Town shall occupy the Premises solely for the purpose of office space and courtroom facilities for the conducting of Town Court and related matters.

THIRD: Village will continue to pay all fire and extended coverage insurance premiums, all heating and cooling costs, and all expenses required to clean and maintain the Premises.

FOURTH: Village will continue to arrange for the presence of, and pay all wages, salaries and benefits related to, a Village police officer to be present during all court proceedings, regardless of whether a given proceeding is presided over by a Justice of Town or Village.

FIFTH: The Town will indemnify and hold the Village harmless against any claim for damage which is made against the Village by reason of any act by the Town in the use of said Premises and hold the Village harmless for any expense in connection therewith and will cause the Village to be named as insured under the Town's general liability policy. The Town will provide the Village with evidence of such coverage showing that the Village has been added as an insured to the policy.

SIXTH: The Village will indemnify and hold the Town harmless against any claim for damage which is made against the Town by reason of any act by the Village in the use of said property and hold the Town harmless for any expense in connection therewith and will cause the Town to be named as insured under the Village's general liability policy. The Village will provide the Town with evidence of such coverage showing that the Town has been added as an insured to the policy.

SEVENTH: Town shall and will take good care of the Premises and appurtenances thereto while using or in possession of the Premises, which Village shall continue to maintain as hereafter in this Agreement set forth. Village will, at its own expense, continue to make all structural repairs.

EIGHTH: Town will not make or allow to be made any alterations or additions to Premises without first obtaining Village's written consent.

NINTH: Town and Village shall promptly make all efforts to execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the federal, state Village governments and of any and all their departments and bureaus applicable to the Premises.

TENTH: Town or Village may terminate this Agreement, with or without cause, upon ninety (90) days written notice thereof. In the event no termination notice is received, such

Agreement shall continue on an annual basis.

ELEVENTH: This Agreement may not be altered, modified or canceled except by an instrument in writing duly acknowledged by the parties hereto.

TWELFTH: All notices may be given by mail addressed to the Town at 7 Albany Street, Cazenovia, New York 13035, and to the Village at 90 Albany Street, Cazenovia, New York 13035 or such further addresses as may be given to the other party during the term of this Agreement.

THIRTEENTH:

(a) The Town and its agents, officers and employees will neither hold itself out as, nor claim to be, an officer or employee of the Village by reason of this Agreement or by reason of occupying the Premises nor make any claim, demand or application to or for any right or privilege applicable to any officer or employee of the Village.

(b) Notwithstanding subsection (a) of this Paragraph FOURTEENTH, documents, fees, mail and other deliveries to the Premises intended for acceptance by the Village, may be accepted by the agents, officers or employees of Town to the extent determined by further agreement of the parties.

FOURTEENTH:

(a) The Village and its agents, officers and employees will neither hold itself out as, nor claim to be, an officer or employee of the Town by reason of this Agreement or by reason of occupying the Premises nor make any claim, demand or application to or for any right or privilege applicable to any officer or employee of the Town.

(b) Notwithstanding subsection (a) of this Paragraph FIFTEENTH, documents, fees, mail and other deliveries to the Premises intended for acceptance by the Town, may be accepted by the agents, officers or employees of Village to the extent determined by further agreement of the parties.

FIFTEENTH:

(a) Employees and agents of the Town are not, and shall not be considered by virtue of use of the Premises, employees or agents of the Village. Town acknowledges full responsibility for compliance with all Federal and State tax regulations regarding taxes that may accrue on the fee, including expenses, if any, paid to its own employees.

(b) Employees and agents of the Village are not, and shall not be considered by virtue of use of the Premises, employees or agents of the Town. Village acknowledges full responsibility for compliance with all Federal and State tax regulations regarding taxes that may accrue on the fee, including expenses, if any, paid to its own employees.

SIXTEENTH: The Supervisor of the Town has executed this Agreement pursuant to a Resolution adopted by the Town Board, at a meeting thereof held on April 14, 2014. Hon. William Zupan, Supervisor, whose signature appears hereafter is duly authorized and empowered to execute this Agreement and enter into this Agreement on behalf of the said Town. This instrument shall be executed in duplicate. A copy of this Agreement shall be permanently filed after execution thereof, in the office of the Clerk of the Town.

SEVENTEENTH: The Mayor of the Village has executed this Agreement pursuant to a Resolution adopted by the Village Board of Trustees, at a meeting thereof held on April 2, 2014. Hon. Kurt Wheeler, Mayor, whose signature appears hereafter is duly authorized and empowered to execute this Agreement and enter into this Agreement on behalf of the said Village. This instrument shall be executed in duplicate. A copy of this Agreement shall be permanently filed after execution thereof, in the office of the Clerk of the Village.

EIGHTEENTH: All the provisions, covenants and conditions contained in this Agreement shall apply to and bind and inure to the benefit of any successors and assigns of the parties hereto.

IN WITNESS WHEREOF, this Agreement has been duly executed as of the date and year first written above.

TOWN OF CAZENOVIA

VILLAGE OF CAZENOVIA

William Zupan, Town Supervisor

Kurt Wheeler, Mayor

Roll call:

Councilor Andersen	Yes
Councilor Race	Yes
Councilor Moran	Yes
Councilor Driscoll	Yes
Supervisor Zupan	Yes

Supervisor Zupan declared Resolution No. 56 adopted.

Resolution No. 57 presented by Councilor Race, seconded by Councilor Driscoll to authorize the Town of Cazenovia to engage Windsong Farm, Inc. for the installation of benthic mats pursuant to the Town of Cazenovia's Benthic Mat Rental Program at \$0.30 per square foot (\$75.00 per mat) for an amount not to exceed \$9,900.00, subject to review of the agreement by the Town's legal counsel.

Roll call:

Councilor Andersen	Yes
Councilor Race	Yes
Councilor Moran	Yes
Councilor Driscoll	Yes
Supervisor Zupan	Yes

Supervisor Zupan declared Resolution No. 57 adopted.

Resolution No. 58 presented by Councilor Race, seconded by Councilor Driscoll

**ESTABLISHMENT OF A REVISED
BENTHIC MAT RENTAL FEE FOR THE 2014 SEASON**

WHEREAS, the Town of Cazenovia has previously undertaken a Benthic Mat Rental Program in 2013 to address the management of excessive weed growth, including invasive weed species in Cazenovia Lake; and

WHEREAS, on June 10, 2013, the Town of Cazenovia established a per mat rental fee of \$0.20 per square foot (\$50.00 per mat) for the year 2013; and

WHEREAS, the Town Board has determined to adjust the per square foot rental fee of mats to a new rental fee of \$0.30 per square foot (\$75.00 per mat) with a four (4) mat limit per property owner for the 2014 season.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Cazenovia hereby determines that the mat rental fee under the Town of Cazenovia Benthic Mat Rental and Installation Program be set for the year 2014 at \$0.30 per square foot (\$75.00 per mat) with a four (4) mat per property owner limit; and it is further

RESOLVED, that the Town hereby amends the Town of Cazenovia Benthic Mat Rental and Installation Program Rental Agreement to reflect these modifications as per the attached sample Rental Agreement.

**TOWN OF CAZENOVIA BENTHIC MAT
RENTAL AND INSTALLATION PROGRAM
RENTAL AGREEMENT**

THIS AGREEMENT is as of the ____ day of _____, 2014, by and between the **TOWN OF CAZENOVIA** (hereinafter "Lessor") and Town Property Owner _____ (hereinafter "Lessee") for the rental of no more than four (4) benthic mats for installation/removal on lakefront property on certain portions of Cazenovia Lake in the Town of Cazenovia. Lessor and Lessee agree as follows:

1. **Lease of Benthic Mats.** Subject to the terms and conditions of this Agreement, the Lessor leases to the Lessee and the Lessee rents from the Lessor no more than four (4) benthic mats (unless additional inventory becomes available) pursuant to the Town of Cazenovia's Benthic Mat Rental Program.

2. **Annual Rental.** The Lessee shall pay to the Lessor, as rent for the installation, use and removal of the benthic mats, Seventy-Five Dollars (\$75.00) for each mat issued. No

more than four (4) mats shall be issued to any Property Owner unless additional inventory becomes available. Rental is for the 2014 Season.

3. **Ownership, Use and Acceptance of the Mats.**

a. The rented mats shall at all times be the sole and exclusive property of the Lessor. Lessee shall have no rights or property interests in the mat, except for the right to use same pursuant to the rules and regulations of the Town of Cazenovia Benthic Mat Rental Program.

b. Lessee acknowledges receipt of a copy of the “Rules and Regulations for Rental of Benthic Barriers (Benthic Mats) by Town Residents.” The rules and regulations are made a part of this Agreement by reference.

c. Lessee must use the approved Town of Cazenovia benthic mat installer. For the Year 2014, the installation/removal service has been awarded to Windsong Farm Inc. Lessee shall make arrangements to contact Windsong Farm Inc. to obtain information for the date of installation/removal of the mats.

d. The installation/removal of mats will occur on dates and times designated by the Town of Cazenovia and its Installation Contractor.

e. No mats may be installed in any sensitive areas on Cazenovia Lake. Mats must be installed in accordance with New York State Department of Conservation Easement Rules and Regulations. Lessee has determined that all leased mats are suitable for the use intended, and the Lessee has inspected the same and accepts the same as delivered. Lessor has made no representations or warranties, oral or written, expressed or implied, in connection with the mats.

f. Lessee shall not make any alterations to or replacement of the mats and shall immediately contact the Town of Cazenovia for any issues relating to same.

g. Mats will be installed and removed upon the schedule agreed upon by the Lessor and its Installation Contractor.

4. **Indemnity.** Lessee assumes liability for and shall indemnify, protect, save and keep harmless the Lessor, its agents and servants from and against all losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements, including legal expenses of whatsoever kind and nature imposed upon, incurred by or asserted against the Lessor in any way relating to

Highway Fund DA

To increase Workers' Compensation for unanticipated higher bill – difference to be credited for 2015.
To: DA9040.8 Workers' Compensation \$55.00
From: DA5142.1 Snow Removal PS (55.00)

Highway Fund DB

To increase Workers' Compensation for unanticipated higher bill – difference to be credited for 2015.
To: DB9040.8 Workers' Compensation \$225.00
From: DB5114.1 General Repairs PS (225.00)

New Woodstock Water

To increase Workers' Compensation for unanticipated higher bill – difference to be credited for 2015.
To: SW9040.8 Workers' Compensation \$10.00
From: SW8340.1 Transmission/Distribution PS (10.00)

Wellington Water

To increase Workers' Compensation for unanticipated higher bill – difference to be credited for 2015.
To: SW9040.8 Workers' Compensation \$5.00
From: SW8340.1 Transmission/Distribution PS (5.00)

Mt. Pleasant Water

To increase Workers' Compensation for unanticipated higher bill – difference to be credited for 2015.
To: SW9040.8 Workers' Compensation \$5.00
From: SW8340.1 Transmission/Distribution PS (5.00)

Roll call:

Councilor Andersen	Yes
Councilor Race	Yes
Councilor Moran	Yes
Councilor Driscoll	Yes
Supervisor Zupan	Yes

Supervisor Zupan declared Resolution No. 59 adopted.

Attorney's Report: John Langey stated he is working on the sewer consolidation project and anticipates the project to be completed within 3-6 months. He also stated the committee will meet again regarding the noise ordinance and special events law and get it in shape for distribution to the Town Board and then the public comment process can start. Lastly, he said the special events law has been sent to New York State Agriculture and Markets and was reviewed by Robert Somers of the Agricultural Protection Unit, who then forwarded it to Ag & Markets legal counsel office.

Supervisor's Report: Supervisor Zupan notified the Board pigeons were getting into the Gothic Cottage through the east wall. He asked the Board about hiring a contractor to repair

the problem areas. (The Board concurred the ongoing maintenance needed to be done to the building.)

Lastly, he reported the Department of Environmental Conservation wanted to do another fish survey for walleyes this fall. He added the DEC was surprised to find so many in Cazenovia Lake. He further stated he is trying to schedule a meeting with David Bimber of the Department of Environmental Conservation to discuss the lake management plan.

Councilor Race (Highway Department, South Cemetery & Water Districts): *Reported 165 plow trips where completed this season, which was about 35+/- more than the average and the most since Superintendent Hunt's tenure (May 2007.) He stated the success of the Brine program and reported 70,000 gallons+/- were applied. He further mentioned they contracted for sweeping in the lake watershed area with a vacuum truck. From the initial sweeping, 6 ½ - 10 wheeler loads of sand were removed which is another step to mitigate runoff into the lake.. He said if the sand can be prevented from getting in the ditches; it will minimize the amount of ditching that needs to be done. He added they may follow up with another sweeping. He also mentioned they have already received some employment applications for the debut of the weed harvesting program.*

Lastly, he reported there was a 40-million dollar Severe Winter Fund administered through the CHIPS program and the Town of Cazenovia will receive an additional \$ 26,000 in funds.

Tim Hunt *added that the sand that was removed from the watershed area was fairly clean and possibly can be added back into the sand pile. He gave accolades to his employees on the great job they did during the hard winter.*

Councilor Andersen (Planning & Zoning, CACDA, Shared Services, CACC): *Reported the noise ordinance, special events law and shared services with the court have already been discussed. She mentioned the various projects CACDA has been working on. She said the check for the sewer district consolidation grant has not been received yet, but the work has begun. She stated they should know shortly about the Water Quality Improvement Grant which will help mitigate runoff to the lake. She said there is another small grant to help implement some recommendations to our zoning regulations from the Farmland Protection Plan. Another larger grant that is being worked on involves Central New York Regional Planning and Development to assist in the micro-hydro and solar project. She stated the deadlines for the consolidated funding have not been established yet. Lastly, she reported on the CACDA Board project called GOCAZ.COM. She said it is a nice website and the site can be utilized to find hiking, snowshoeing, fishing spots and other recreational amenities in Cazenovia and there will be signs in the various areas. She said there will be a launch party in May, but the site is up and running now and there is a link to the Chamber of Commerce.*

Councilor Moran (Future of the Gothic Cottage & Cazenovia Lake Watershed Council): *Reported Holmes, King, Kallquist & Associates will be at the May work session to discuss their progress. She mentioned the Cazenovia Lake Watershed Council will meet on April 15th and they will be updated on the agreements, project and the status of the Renovate treatment program for the lake.*

Councilor Driscoll (Cazenovia Lake Association, Cazenovia Lake Watershed Council, Senior Recreation & Joint Youth Recreation, State Police, Parks, New Woodstock Fire Department, and High Impact Industrial Use Zoning): *Added to Councilor Moran's lake report and said when communicating with the CLA the emphasis has been on the global scope of what the Town Board is doing and also the comprehensive approach. He reported the Lake Association is close to a couple hundred thousand dollars with their contribution. He said there is a youth recreation meeting on April 16th and he will have an update in May. Lastly, he reported he visited the trooper barracks in New Woodstock and followed up by meeting with Major Campbell of the New York State Police to understand and assess the needs of the State Police.*

Supervisor Zupan will ask if any member of the public cares to use the second comment period to speak to the board regarding any area of Town Board oversight.

Public comment #2: There were no comments.

The Town Clerk will present the monthly bills list.

The Town Board's method-of-choice for review of the monthly bills:

The Town Board's first review takes place when detailed lists of the monthly bills are emailed to them on the weekend preceding the meeting. As a second review, the Town Clerk reads aloud the monthly bills list as the Town Board followed along with hard copies. The invoices are present at the meeting and the Town Board visually inspects them and discusses them at their discretion.

Motion by Councilor Moran, seconded by Councilor Driscoll to approve payment of the bills.

Motion by Councilor Andersen, seconded by Councilor Race to adjourn this meeting.

Supervisor Zupan declared this meeting adjourned.

Signed: Connie J. Sunderman
Connie J. Sunderman, Town Clerk