

## TOWN BOARD

MONDAY

September 8, 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.

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**Motion by Councilor Race, seconded by Councilor Driscoll to accept the minutes from the August 11, 2014 meeting. The motion was unanimously approved.**

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

### **Public comment #1:**

***Deborah Cramer** of 4714 Syracuse Road, read a letter to the Board on behalf of her husband Duane Cramer, who was out of town. She stated he wrote a letter that included an article on barn weddings from the NY Times. She said it was given to the various Boards and she submitted same to the Town Clerk. The letter dated 6/8/2014 and the article were both added to the proposed noise ordinance and special events law files. The letter addressed several points including, but not limited to regulating the noise; the effect of cumulative multiple events in a setting with an ambient-noise level that is low; and Mr. Cramer's perspective that it is easier to establish ground rules before investments have been made and positions have hardened. She stated at the most recent Planning Board meeting the new proposed building and "hardtop" was discussed, but no new vines. She said, when the project was being presented, she was concerned with comments that referred to extended hours. She concluded by stating there are currently a lot of projects on the table where noise will be an issue and it is a pivotal time to address this problem.*

*There were no further comments.*

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**John Langey** stated he had a 2-hour conversation with the Department of Agriculture and Markets (Ag. & Markets) on August 29, 2014 regarding the proposed noise ordinance and special events law. He said he is awaiting a letter from Ag. & Markets based on that conversation.

**The public hearing was continued from the August 11, 2014 meeting relative to Local Law No. 2 – 2014, entitled "A Local Law to Enact a Noise Ordinance in the Town of Cazenovia by Adding a New Chapter 112 to the Code of the Town of Cazenovia."**

**Public Comment:**

**Gail Woods** of 5211 East Lake Road submitted a letter dated September 8, 2014 to the Board. She read the letter which mentioned protecting a quiet environment and draft an ordinance that does not restrict an occasional event (1-2/yr.) and make the guidelines less strict. She stated there is a big difference and impact on an occasional event versus multiple events which should have more comprehensive guidelines. She suggested venues be requested to do comprehensive noise assessments to determine the ambient noise level in the general area and demonstrate that the impacts from proposed events will not affect the neighbors.

**Motion by Councilor Driscoll, seconded by Councilor Moran to close the public hearing. The motion was unanimously approved.**

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**John Langey** reviewed the amendments to the proposed noise ordinance which included the following substantive changes which have been struck-out or underlined below.

**§ 112-6. Standards.**

No person shall create or cause to be emitted any unreasonable noise, which when measured on a sound-level meter from the property line of a complaining property owner exceeds the following equivalent A-weight sound level (Leq) standards over a half hour period:

~~A. Sunday through Thursday:~~

- (1) From 7:00 a.m. to ~~7~~10:00 p.m., sound in excess of ~~65~~ 70 dBA; and
- (2) From ~~7~~ 10:00 p.m. to 7:00 a.m., sound in excess of ~~50~~ 65 dBA.

~~B. Friday and Saturday:~~

- (1) ~~From 7:00 a.m. to 10:00 p.m., sound in excess of 65 dBA; and~~
- (2) ~~From 10:00 p.m. to 7:00 a.m., sound in excess of 50 dBA.~~

Impulse noise or noise startling in nature may not exceed the above applicable dBA noise limits by more than 10 dBA for more than 4 occurrences ~~times~~ in a half hour period.

**§ 112-7. Exceptions.**

- C. Noise from agricultural equipment being used for farming.
- D. Noise from church bells or chimes used for religious purposes.

**§ 112-9. Enforcement.**

The provisions of this Chapter shall be administered and enforced by the Village of Cazenovia Police Department, the Madison County Sheriff's Department, the New York State Police Department, the Town of Cazenovia Code Enforcement Office and/or the Town's Legal Counsel.

**Resolution No. 122 presented by Councilor Race, seconded by Councilor Andersen**

**TOWN OF CAZENOVIA LOCAL LAW 2 OF 2014**

("A Local Law to Enact a Noise Ordinance in the Town of Cazenovia by adding a New Chapter 112 to the Code of the Town of Cazenovia")

Introduced a proposed amendment to Local Law No. 2-2014, "A Local Law to Enact a Noise Ordinance in the Town of Cazenovia by adding a New Chapter 112 to the Code of the Town of Cazenovia," which Local Law, would establish rules for regulating noise in the Town of Cazenovia:

**WHEREAS**, previously on May 12, 2014, the Town Board of the Town of Cazenovia introduced proposed Local Law No. 2-2014, "A Local Law to Enact a Noise Ordinance in the Town of Cazenovia by adding a New Chapter 112 to the Code of the Town of Cazenovia," which Local Law, would establish rules for regulating noise in the Town of Cazenovia; and

**WHEREAS**, on May 12, 2014, the Town Board pursuant to Volume 6 N.Y.C.R.R., Section 617 of the Regulations relating to Article 8 of the New York State Environmental Conservation Law made a determination that the aforementioned law would not result in any adverse impacts to the environment and thereby issued a Negative Declaration; and

**WHEREAS**, a public hearing on the issue of the proposed Local Law was noticed for June 9, 2014 and publication of the Notice of Public Hearing was accomplished as per law; and

**WHEREAS**, a public hearing was conducted on June 9, 2014 and has been continued on July 14, 2014, August 11, 2014 and September 8, 2014; and

**WHEREAS**, subsequent to the public hearing held on September 8, 2014, it was determined by the Town Board to revise and amend proposed Local Law No. 2-2014, which revisions establish a new proposed standard for "unreasonable noise," clarify the placement of sound-level meters to measure compliance and to further clarify the exceptions for religious uses and agricultural uses; and

**WHEREAS**, the Town Board believes such revised and amended Local Law No. 2-2014 should be considered for further public comment; and

**WHEREAS**, the full text of said Local Law, as revised and amended, is on file at the Clerk's Office at the Cazenovia Town Offices located at 7 Albany Street, Cazenovia, New York and may be viewed by all interested persons during normal business hours, between 9:00 a.m. and 4:00 p.m., Monday-Thursday and between 8:00 a.m. and 3:00 p.m. on Friday.

**NOW THEREFORE, IT IS**

**RESOLVED**, that the Town Board of the Town of Cazenovia reaffirms its Negative Declaration made on May 12, 2014 for purposes of SEQRA with respect to the enactment of proposed Local Law No. 2-2014; and be it further

**RESOLVED**, that the Town Board shall conduct a new public hearing as to the enactment of proposed Local Law No. 2-2014, as revised and amended, at the Cazenovia Town Offices located at 7 Albany Street in the Town of Cazenovia on October 6, 2014 at 7:30 p.m., or as soon thereafter as the matter can be heard, at which time all persons interested in the subject shall be heard.

**Roll call:**

<b>Councilor Andersen</b>	<b>Yes</b>
<b>Councilor Race</b>	<b>Yes</b>
<b>Councilor Moran</b>	<b>Yes</b>
<b>Councilor Driscoll</b>	<b>Yes</b>
<b>Supervisor Zupan</b>	<b>Yes</b>

**Supervisor Zupan declared Resolution No. 122 adopted.**

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**The public hearing was continued from the August 11, 2014 meeting relative to Local Law No. 3 – 2014, entitled "A Local Law to Repeal Chapter 56 of the Code of the Town of Cazenovia and Replace it With a New Chapter 56 to Regulate Special Events in the Town of Cazenovia."**

**Public Comment:**

**Gail Woods** of 5211 asked if the number of events would be tied into the noise ordinance or if it would be separate?

**Supervisor Zupan** stated the noise ordinance law has to be in effect for the special events law. However, the noise ordinance law is independent of the special events law.

**Motion by Councilor Driscoll, seconded by Councilor Moran to continue the public hearing. The motion was unanimously approved.**

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**Motion by Councilor Andersen, seconded by Councilor Race to open the public hearing relative to Local Law No. E – 2014, entitled "A Local Law Overriding the Tax Levy Limit Established in General Municipal Law § 3-C in the Town of Cazenovia."**

**Public Comment:** There were no comments.

**Motion by Councilor Moran, seconded by Councilor Andersen to close the public hearing.**

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**Resolution No. 123 presented by Councilor Moran, seconded by Councilor Race**

**WHEREAS**, pursuant to the provisions of the Municipal Home Rule Law, a proposed local law titled Local Law No. E-2014, "A Local Law Overriding the Tax Levy Limit Established in General Municipal Law §3-c in the Town of Cazenovia," was presented and introduced at a regular meeting of the Town Board of the Town of Cazenovia held on August 11, 2014; and

**WHEREAS**, a public hearing was held on such proposed local law on this 8<sup>th</sup> day of September, 2014, by the Town Board of the Town of Cazenovia and proof of publication of notice of such public hearing, as required by law, having been submitted and filed, and all persons desiring to be heard in connection with said proposed local law having been heard, and said proposed local law having been in the possession of the members of the Town Board of the Town of Cazenovia in its final form in the manner required by Section 20 of the Municipal Home Rule of the State of New York; and

**WHEREAS**, the enactment of Proposed Local Law No. E-2014 has previously been determined to be an unlisted action and will have no significant effect on the environment thus concluding the SEQR review process; and

**WHEREAS**, it is in the public interest to enact said Proposed Local Law No. E-2014.

**NOW, THEREFORE**, it is

**RESOLVED**, that the Town Board of the Town of Cazenovia, Madison County, New York, does hereby enact proposed Local Law No. E-2014 as Local Law No.4-2014 as follows:

#### **LOCAL LAW NO. 4 of 2014**

Be it enacted by the Town Board of the Town of Cazenovia as follows:

#### **Section 1. LEGISLATIVE INTENT**

It is the intent of this local law to override the limit on the amount of real property taxes that may be levied by the Town of Cazenovia, County of Madison pursuant to General Municipal Law §3-c, and to allow the Town of Cazenovia to adopt a Town budget for (a) Town purposes; (b) fire protection districts; and (c) any other special or improvement district governed by the

Town Board for the fiscal year 2015, that requires a real property tax levy in excess of the “tax levy limit” as defined by the General Municipal Law §3-c.

**Section 2. AUTHORITY**

This local law is adopted pursuant to Subdivision 5 of the General Municipal Law §3-c, which expressly authorizes the Town Board to override the tax levy limit by the adoption of a local law approved by a vote of sixty percent (60%) of the Town Board.

**Section 3. TAX LEVY LIMIT OVERRIDE**

The Town Board of the Town of Cazenovia, County of Madison, is hereby authorized to adopt a budget for the fiscal year 2015 that requires a real property tax levy in excess of the limit specified in General Municipal Law §3-c.

**Section 4. SEVERABILITY**

If any clause, sentence, paragraph, section, article or part of this local law shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operations to the clause, sentence, paragraph, section, article, or part thereof directly involved in the controversy in which such judgment shall have been rendered.

**Section 5. EFFECTIVE DATE**

This Local Law shall take effect upon filing with the Secretary of State.”

**Roll call:**

<b>Councilor Andersen</b>	<b>Yes</b>
<b>Councilor Race</b>	<b>Yes</b>
<b>Councilor Moran</b>	<b>Yes</b>
<b>Councilor Driscoll</b>	<b>Yes</b>
<b>Supervisor Zupan</b>	<b>Yes</b>

**Supervisor Zupan declared Resolution No. 123 adopted.**

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**Councilor Moran** *commended the parties that worked on this initiative.*

**Motion by Councilor Race, seconded by Councilor Driscoll to open the public hearing relative to the "Proposed Joint Consolidation Agreement between the Town of Cazenovia and the Existing Town of Cazenovia Sewer Districts Regarding Their Consolidation into a Single, Joint Consolidated Sewer District."**

**Public Comment:** There were no comments.

**Motion by Councilor Andersen, seconded by Councilor Race to close the public hearing.**

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**Resolution No. 124 presented by Councilor Race, seconded by Councilor Andersen**

**AUTHORIZING THE SUPERVISOR TO EXECUTE THE JOINT CONSOLIDATION AGREEMENT BETWEEN THE TOWN OF CAZENOVIA AND THE EXISTING TOWN OF CAZENOVIA SEWER DISTRICTS**

**WHEREAS**, from time-to-time, the Town of Cazenovia has formed numerous individual sewer districts and extensions thereto throughout the Town in order to prevent contamination of water supplies and to provide for the health, welfare and safety of the residents of the Town of Cazenovia and certain adjacent communities by collecting and transporting wastewater from the community's neighborhoods and business districts to the Madison County Wastewater Treatment Facility; and

**WHEREAS**, Article 17-A of the General Municipal Law of the State of New York (specifically Section 750-793 thereof, effective March 21, 2010) authorizes the consolidation of special districts within a Town to facilitate such consolidations where deemed to be advantageous to the Town; and

**WHEREAS**, the Town Board of the Town of Cazenovia has previously discussed the consolidation of the various sewer districts referenced in the attached Schedule "A" into a single joint consolidated sewer district to allow for the effective management and financing of district assets and infrastructure; and

**WHEREAS**, on July 14, 2014 the Town caused the preparation of a proposed Joint Consolidation Agreement for the aforesaid existing sewer districts into one (1) joint consolidated sewer district pursuant to Article 17 of the General Municipal Law; and

**WHEREAS**, the new joint consolidated sewer district entity would assume jurisdiction over all areas in the Town of Cazenovia that were previously served by the various individual districts; and

**WHEREAS**, the Town of Cazenovia Town Board, as lead agency, on behalf of the various sewer existing sewer districts previously determined that the proposed action would not have a significant adverse effect on the environment; and

**WHEREAS**, a Negative Declaration was adopted by the Town Board on July 14, 2014; and

**WHEREAS**, the Town Board previously determined to hold a public hearing on September 8, 2014 at 7:30 p.m. at the Town Hall, so that the matter could be heard by the public; and

**WHEREAS**, a copy of the Notice of Public Hearing for such purpose was published in the official newspaper as required under the General Municipal Law, was posted on the Town's official signboard and placed upon the Town's website; and

**WHEREAS**, said Notice of Public Hearing contained a descriptive summary of the proposed Joint Consolidation Agreement; and

**WHEREAS**, said public hearing was held on September 8, 2014 as scheduled.

**NOW THEREFORE, BE IT RESOLVED**, that the Town Board of the Town of Cazenovia, on behalf of the various existing sewer districts in the Town of Cazenovia, hereby authorizes the Town Supervisor to execute the proposed Joint Consolidation Agreement between the Town of Cazenovia and the various existing sewer districts in the Town of Cazenovia, regarding their consolidation into a single, joint consolidated sewer district, such that this resolution establishes said joint consolidated sewer district without further order of the Town Board.

**SCHEDULE “A”**

<b>NAME OF SEWER DISTRICT</b>	<b>GENERAL AREA OF DISTRICT</b>
SEWER DISTRICT #1 (Schutzendorf)	Location: East Lake Rd 2 original parcels: 94.27-2-1 & 94.27-2-2 5 current parcels: 94.27-2-1 (Ahern - vacant land) 94.27-2-1.1 (MacVeagh - house) 94.27-2-1.2 (Ridlon - house) 94.27-2-1.3 (Manheim - house) 94.27-2-2 (Ahern - house)
SEWER DISTRICT #1 EXTENSION #1 (Christakos)	Location: Ridge Rd 3 current parcels: 94.27-2-3.3 (Bruno - vacant land) 94.27-2-3.4 (Bruno - house) 85.83-1-30 (Bruno-vacant landhooked)
SEWER DISTRICT #1 EXTENSION #2 (Pizzica)	Location: Ridge Rd 2 current parcels: 94.27-2-3.1 (Ahern - vacant land) 94.27-2-3.2 (Ahern - vacant land)
SEWER DISTRICT #2 (Jephson I)	Location: East Lake, Wright & Ridge Rd 13 current parcels: 85.-2-8 (Gunerman - house) 85.-2-8.2 (Curtis - house) 85.-2-8.3 (Hill - house) 85.-2-8.4 (McDonald - house) 85.-2-8.6 (Grunert - house) 85.-2-8.8 (Dillingham - house) 85.-2-8.9 (Edison - house) 85.-2-8.12 (Osborne - house) 85.-2-8.13 (Osborne - house) 85.-2-8.71 (Dillingham - vacant land) 85.-2-8.72 (Glather - house) 85.-2-73 (Gavitt - house)
SEWER DISTRICT #2 EXTENSION #1 (Swalm)	Location: East Lake Rd 85.83-1-23 (Dowling - house)
SEWER DISTRICT #2 EXTENSION #2 (Philips)	Location: East Lake Rd 85.66-1-1.3 (Rutz - vacant land)
SEWER DISTRICT #2 EXTENSION #3 (Stevens)	Location: East Lake Rd 85.66-1-1.5 (Stevens - house)



<b>NAME OF SEWER DISTRICT</b>	<b>GENERAL AREA OF DISTRICT</b>
SEWER DISTRICT #2 EXTENSION #4 (Reep)	Location: East Lake Rd 85.67-1-3.4 (Reep - house)
SEWER DISTRICT #2 EXTENSION #5 (Glos)	Location: East Lake Rd 85.66-1-1.2 (Glos - house)
SEWER DISTRICT #2 EXTENSION #6 (McDonough)	Location: East Lake Rd 85.75-1-4 (McDonough - house)
SEWER DISTRICT #2 EXTENSION #7 (Burrell)	Location: East Lake Rd 85.75-1-5 (Burrell - house)
SEWER DISTRICT #3 (Stearns & Wheler) (GHD) (Ten Albany Partnership)	Location: Rt 20 East 1 original parcel: 95.-1-9 1 current parcel: 95.-1-9.2 (Ten Albany)
SEWER DISTRICT #3 EXTENSION #1 (Cazenovia Equipment)	Location: Rt 20 East 95.-1-9.1 (Love/Frazee-JD dealership)
SEWER DISTRICT #3 EXTENSION #2 (Macheda)	Location: Rt 20 East 107.-1-4.3 (Macheda - house)
SEWER DISTRICT #4 (Giardina)	Location: Rt 20 East 95.3-2-18 (Cowherd-house & auto shop)
SEWER DISTRICT #4 EXTENSION #1 (Vogt)	Location: Rt 20 East 95.3-1-19 (New Venture Assets - motel) 95.3-1-19 (New Venture Assets - rest.)
SEWER DISTRICT #4 EXTENSION # 2 (McCarthy/Mullen)	Location: Rt 20 East 95.3-1-31 (Liberatone - house)
SEWER DISTRICT #4 EXTENSION #3 (North Side Rt 20 East)	Location: Rt 20 East 94.3-2-26 (Caz Restoration - vacant) 94.3-2-26.1 (New Venture - house) 95.3-2-27 (Amidon - house & store) 95.3-2-29 (Romagnoli - house) 95.3-2-29.1 (Romagnoli - vacant land) 95.3-2-30 (Moore - house) 95.3-2-31 (Riedl - see district 4 above) 95.3-2-32 (Romagnoli - vacant land) 95.3-2-33 (Caz Commons - vacant) 95.-1-9 (Caz Restoration - vacant) 95.-1-9.1 (see district 3 above) 95.-1-9.2 (see district 3 above)

NAME OF SEWER DISTRICT	GENERAL AREA OF DISTRICT
SEWER DISTRICT #5 (Wright Road)	Location: Wright Rd 85.83-1-1 (Dudley - house) 85.83-1-25 (Roszel - house) 85.83-1-26 (Henry - house) 85.83-1-27 (Zeferjahn house) 85.83-1-28 (Brondum - house) 85.83-1-29 (Dorus - house) 85.84-1-1 (Adler - house) 85.84-1-2 (Gabor - house) 85.84-1-3 (Sheridan - house) 85.84-1-4 (Lindsay - house) 85.84-1-5 (Cudney - house) 85.84-1-6 (Winnewisser - house) 85.84-1-6.1 (Pietrafesa - house) 85.84-1-9 (Redmond - house)
SEWER DISTRICT #5 EXTENSION #1 (Hood, Carncross, Wilson, & Eddy)	Location: East Lake Rd 85.83-1-17 (Hood - house) 85.83-1-18 (Bradstreet - house not hooked up) 85.83-1-19 (Carncross - house) 85.83-1-20 (Wilson - house)
SEWER DISTRICT #5 EXTENSION #2 (McCullough)	Location: Ten Eyck Ave 85.84-1-10 - (McCullough - house)
SEWER DISTRICT #6 (Seven Pines)	Location: Off East Lake Rd 85.83-1-2 (Verbeck - house) 85.83-1-3 (Reagan - house) 85.83-1-4 (7 Pines Assoc - vacant land) 85.83-1-5 (Burch - house) 85.83-1-6 (Menotti - house) 85.83-1-7 (Cook - house) 85.83-1-8 (Brownback - house) 85.83-1-9 (Gardner - house) 85.83-1-10 (Greiner - house) 85.83-1-11 (Ashenburg - house) 85.83-1-12 (Moloney - house) 85.83-1-13 (Rutz - house) 85.83-1-14 (Podkaminer - house) 85.83-1-15 (Holstein - house) 85.83-1-16 (Kanter - house)
VILLAGE SEWER DISTRICT EXTENSIONS	Location: Ten Eyck Ave - utilizing manhole #20 near the corner of Ten Eyck and South Ten Eyck
(Dydo) (2181 Ten Eyck)	86.3-1-8 (Cecchi - house)
(Engle) (2163 Ten Eyck)	96.3-1-5 (Clewis - house)
(Blom) (2158 Ten Eyck)	94.28-2-6 (Blom - house)
VILLAGE SEWER DISTRICT EXTENSIONS made by the Village	94.28-2-8 (Long - 2 South Ten Eyck)
	94.28-2-9 (Parker - 4 South Ten Eyck)
	94.28-2-10 (Weir - 8 South Ten Eyck)

NAME OF SEWER DISTRICT	GENERAL AREA OF DISTRICT
	95.21-2-1.11 (Spadola - 2200 Ten Eyck)
UNDOCUMENTED SEWER EXTENSION ROUTE 20 EAST	95.3-2-21 - (McCarthy - 2402 Rt 20 East) hook-up entered on assessment roll 2006

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**PROPOSED JOINT CONSOLIDATION AGREEMENT BETWEEN  
THE TOWN OF CAZENOVIA AND THE EXISTING TOWN OF CAZENOVIA  
SEWR DISTRICTS REGARDING THEIR CONSOLIDATION INTO  
A SINGLE JOINT CONSOLIDATED SEWER DISTRICT  
PURSUANT TO ARTICLE 17-A OF THE GENERAL MUNICIPAL LAW**

This Agreement (the “Agreement”) is entered into as of this 14th day of July, 2014, between the **Town of Cazenovia** (the “Town”) and the existing Town of Cazenovia Sewer Districts and their extensions (a listing of which are more particularly set forth in the attached Schedule “A”) within the Town of Cazenovia, New York, with a mailing address of 7 Albany Street, Cazenovia, New York 13035

**WITNESSETH:**

**WHEREAS**, the existing Town of Cazenovia sewer districts have been duly formed and from time-to-time extended in accordance with New York State Town Law, all as shown on the attached Schedule “A” (the “existing sewer districts”); and

**WHEREAS**, the purpose of the existing sewer districts, at the time of each formation and extension, was to prevent contamination of water supplies and provide for the health, welfare and safety of the residents of the Town of Cazenovia and certain adjacent communities by collecting and transporting wastewater from the community’s neighborhoods and business districts to the Madison County Wastewater Treatment Facility; and

**WHEREAS**, New York State General Municipal Law Article 17-A, Section 751 provides that two (2) or more local governmental entities may be consolidated into a single local governmental entity if together the consolidated local government entity forms a local government entity of a kind or class that is authorized under the laws of the State of New York; and

**WHEREAS**, the Town of Cazenovia Town Board has the overall authority for managing the operation, maintenance and finances of each sanitary sewer district serving the Town; and

**WHEREAS**, after their review, the Town of Cazenovia Town Board has determined that the existing sewer districts shall be consolidated; and

**WHEREAS**, on July 14, 2014, the Town of Cazenovia Town Board adopted a Resolution directing the preparation of an agreement for the consolidation of the existing sewer districts.

**NOW THEREFORE**, the Town of Cazenovia Town Board, acting as the governing body of the various sewer districts set forth herein and in the attached Schedule “A”, finds and agrees as follows:

**1. Re: Naming**

The name of the proposed consolidated sanitary sewer district shall be the “Town of Cazenovia Consolidated Sanitary Sewer District” (hereinafter “CSSD”).

**2. Re: Rights, Duties and Functions of Existing and Consolidated District**

In accordance with New York State Town Law, the existing sewer districts were established (and/or extended) by the Town of Cazenovia Town Board for the purpose of conveying and disposing of wastewater generated within designated areas of the Town. More specifically, the districts:

- a) establish standards for the addition, upgrading and maintenance of sewer infrastructure
- b) approve and oversee construction of new sewer infrastructure by third parties and homeowners
- c) manage contracts to replace and upgrade existing sewer infrastructure
- d) oversee/perform maintenance on existing facilities
- e) monitor the condition of sewer infrastructure
- f) establish priorities and budget estimates for sewer infrastructure improvements
- g) contract with the Madison County Wastewater Treatment Facility
- h) ensure compliance with environmental regulations and permits
- i) develop the district’s operating and capital budget
- j) coordinate budget development with the Town of Cazenovia’s capital and operating budget, although such budgeting has been difficult

The CSSD will perform these duties and functions in the same manner as the existing districts, but now in a more formalized and efficient fashion.

**3. Re: Description of the Jurisdictional Area of Existing and Consolidated Districts**

In total, approximately 1.4% (0.69 square miles) of the Town of Cazenovia is within the existing sewer districts which serves development generally located in the East Lake Road, Ten Eyck Road, Ridge Road and Wright Road Areas and along portions of Route 20. The remaining 49.3 square miles (98.6%) of the Town are not within an established sanitary sewer district. The existing districts transport raw wastewater to a tertiary sewerage treatment facility located in the Town close to the Village of Cazenovia’s northerly boundary line. The plant is rated to treat approximately 950,000 gallons of wastewater per day. Other jurisdictions (the Town of Nelson and the Village of Cazenovia) also deliver wastewater to the Madison County Wastewater Treatment Facility.

The CSSD will provide wastewater collection and management services for the same geographic area currently served by the existing districts. In addition, all wastewater flows currently sent to the existing wastewater treatment plant will continue to be transported to that facility. No changes to the sewer service areas will be made in the process of consolidation.

Appendix “A” titled *Existing and Consolidated Sanitary Sewer Districts - Town of Cazenovia* attached hereto and made part of this Agreement shows the areas served by the existing sewer districts, as well as the service area of the CSSD.

**4. Re: The Governmental (Administrative) Organization of Each District, Including a Transitional Plan and Schedule for Appointment of Officials**

The existing sewer districts are governed by the Town of Cazenovia Town Board. That Board is responsible for all policy, upper level management and financial decisions for all existing sewer districts. In that role, they approve the capital improvements and funding decisions related to capital projects and operations and maintenance. On the operational level, the Town Board approves any contracts necessary for third-party contractors to provide services and undertake system improvements and directs the Town’s employees to undertake repairs and maintenance as needed. The Town consults with its engineer for larger issues and relies upon highway department personnel for carrying out the day-to-day operation of and improvements to the districts’ facilities. The operations include but are not limited to ensuring that all facilities are functioning in accordance with their design, repairing or replacing substandard facilities, and soliciting contractor assistance in replacing or repairing major wastewater collection facilities. The engineer and highway department also play a critical role in the development of operating budget proposals for Town Board consideration.

The Town of Cazenovia Town Board, with recommendation from its consulting engineer, will perform the identical roles for the CSSD. No additional authority or responsibility will be required of either entity.

**5. Re: Type of District**

The type and/or class of the proposed consolidated local government entity is a “Special District” as that term is defined in Articles 12 and 12A of the New York State Town Law.

**6. Re: Inventory of District’s Assets and Estimate of Current Value**

Table 1 (*Town of Cazenovia Inventory of Sanitary Sewer Facilities - By District & Proposed Consolidated Sewer District - 2014*) provides a breakdown of the quantity and replacement costs of the existing districts’ components. In total, the existing districts own and maintain approximately 7,000 linear feet (1.3 miles) of sewer line valued at \$20.00/foot for 1½” force main; \$22.00/foot for 2” force main; and \$75.00/foot for 8” gravity sewer. In addition, the existing sewer districts own and maintain approximately 26 manholes, with a total replacement value of \$3,000.00 per sanitary sewer manhole and \$1,500.00 per force main manhole. The total combined value of the facilities in the districts is approximately \$450,000.00. Under this Agreement the proposed CSSD will own and maintain all of these assets at their current value. None of the existing districts’ assets will be disposed of and no other assets will be added to the CSSD, other than replacement of meters to a common meter device.

**Table 3**  
**Town of Cazenovia**  
**Inventory of Town Sanitary Sewer Facilities**  
**By District & Proposed Consolidated Sanitary Sewer District**  
**2014**

<b>District</b>	<b>Public Sewer Line Length (Feet)</b>	<b>Sewer Line Replacement Value</b>	<b>Public Manholes (Number)</b>	<b>Manhole Replacement Value</b>	<b>Total Value</b>
SEWER DISTRICT #1 (Schutzendorf)	855 l.f. (8" gravity sewer main)	\$65,000.00	3	\$9,000.00	<b>\$74,000.00</b>
SEWER DISTRICT #1 EXTENSION #1 (Christakos)	No Public Infrastructure	N/A	----	N/A	N/A
SEWER DISTRICT #1 EXTENSION #2 (Pizzaca)	No Public Infrastructure	N/A	----	N/A	N/A
SEWER DISTRICT #2 (Jephson I)	1,930 l.f. (8" gravity sewer main)	\$145,000.00	8	\$24,000.00	<b>\$169,000.00</b>
SEWER DISTRICT #2 EXTENSION #1 (Swalm)	No Public Infrastructure	N/A	----	N/A	N/A
SEWER DISTRICT #2 EXTENSION #2 (Philips)	1,800 l.f. (2" & 3" sewer pipes)	\$40,000.00	4	\$6,000.00	<b>\$46,000.00</b>
SEWER DISTRICT #2 EXTENSION #3 (Stevens)	No Public Infrastructure	N/A	----	N/A	N/A
SEWER DISTRICT #2 EXTENSION #4 (Reep)	No Public Infrastructure	N/A	----	N/A	N/A
SEWER DISTRICT #2 EXTENSION #5 (Glos)	No Public Infrastructure	N/A	----	N/A	N/A
SEWER DISTRICT #2 EXTENSION #6 (McDonough)	No Public Infrastructure	N/A	----	N/A	N/A
SEWER DISTRICT #2 EXTENSION #7 (Burrell)	No Public Infrastructure	N/A	----	N/A	N/A

<b>District</b>	<b>Public Sewer Line Length (Feet)</b>	<b>Sewer Line Replacement Value</b>	<b>Public Manholes (Number)</b>	<b>Manhole Replacement Value</b>	<b>Total Value</b>
SEWER DISTRICT #3 (Stearns & Wheeler) (GHD) (Ten Albany Partnership)	No Public Infrastructure	N/A	-----	N/A	N/A
SEWER DISTRICT #3 EXTENSION #1 (Cazenovia Equipment)	No Public Infrastructure	N/A	-----	N/A	N/A
SEWER DISTRICT #3 EXTENSION #2 (Macheda)	No Public Infrastructure	N/A	-----	N/A	N/A
SEWER DISTRICT #4 (Giardina)	No Public Infrastructure	N/A	-----	N/A	N/A
SEWER DISTRICT #4 EXTENSION #1 (Vogt)	No Public Infrastructure	N/A	-----	N/A	N/A
SEWER DISTRICT #4 EXTENSION # 2 (McCarthy/Mullen)	No Public Infrastructure	N/A	-----	N/A	N/A
SEWER DISTRICT #4 EXTENSION #3 (North Side Rt 20 East)	No Public Infrastructure	N/A	-----	N/A	N/A
SEWER DISTRICT #5 (Wright Road)	1,050 l.f. (8" gravity sewer main)	\$79,000.00	5	\$15,000.00	<b>\$94,000.00</b>
SEWER DISTRICT #5 EXTENSION #1 (Hood, Carncross, Wilson, & Eddy)	No Public Infrastructure	N/A	-----	N/A	N/A
SEWER DISTRICT #5 EXTENSION #2 (McCullough)	No Public Infrastructure	N/A	-----	N/A	N/A
SEWER DISTRICT #6 (Seven Pines)	240 l.f. (1½" force main) & 1,115 l.f. (2" force main)	\$30,000.00	6	\$9,000.00	<b>\$39,000.00</b>

<b>District</b>	<b>Public Sewer Line Length (Feet)</b>	<b>Sewer Line Replacement Value</b>	<b>Public Manholes (Number)</b>	<b>Manhole Replacement Value</b>	<b>Total Value</b>
VILLAGE SEWER DISTRICT EXTENSIONS	No Public Infrastructure	N/A	----	N/A	N/A
(Dydo) (2181 Ten Eyck)		N/A	----	N/A	N/A
(Engle) (2163 Ten Eyck)		N/A	----	N/A	N/A
(Blom) (2158 Ten Eyck)		N/A	----	N/A	N/A
VILLAGE SEWER DISTRICT EXTENSIONS made by the Village	No Public Infrastructure	N/A	----	N/A	N/A
UNDOCUMENTED SEWER EXTENSION ROUTE 20 EAST	No Public Infrastructure	N/A	----	N/A	N/A
<b>TOTAL</b>					<b>\$422,000.00</b>

**7. Re: Statement of Districts' Financial Condition, Including Liabilities and Indebtedness**

Budget allocations and revenue estimates have been extracted from the Town of Cazenovia 2014 Adopted Budget. As of May 1, 2014, there is no outstanding debt service for any of the existing sewer districts.

- a) Table 2 titled *Town of Cazenovia Existing & Sanitary Sewer District Budgets and Revenue - 2014*, presents the budget expenditures and anticipated revenues for the existing sewer districts. In addition, it presents the anticipated budget for the CSSD. Capital appropriations for the existing sewer districts total \$0.00, while maintenance appropriations amount to \$0.00. Total appropriations for the districts are therefore \$0.00. Total future appropriations for CSSD will be \$10,000.00 per year. No increases in capital and maintenance costs will accrue from the consolidation in the first year. However, more realistic budgets will be created with the consolidation. In addition, revenues and appropriations from the fund balances will remain at current levels. The amount of the capital and maintenance costs raised in taxes will also remain at the current levels.



**Table 2**  
**Town of Cazenovia**  
**Existing & Proposed Sanitary Sewer**  
**District Budgets & Revenues**  
**2014**

<b>Budgeted/Proposed Costs &amp; Revenues</b>	<b>Existing District</b>	<b>(CSSD) Proposed Consolidated Sewer District</b>
Capital Debt Debt Reserve Capital Revenues	NONE	\$5,000.00
<b>Total Capital Levy</b>		<b>\$5,000.00</b>
Maintenance Appropriation Maintenance Revenues Appropriated Fund Balance	NONE	\$5,000.00/Year
<b>Total Maintenance Levy</b>		<b><u>\$5,000.00</u></b>
Total Appropriations	NONE	<b>\$10,000.00</b>

Note: Budget allocations and estimated revenues are from the Town of Cazenovia 2014 Adopted Budget

**8. Re: Terms of the Disposition of Assets, Liabilities and Indebtedness**

The assets, liabilities and indebtedness of the existing sewer districts as described herein will become the assets, liabilities for the CSSD. No assets will be acquired or disposed of in the course of the consolidation. All existing liabilities and indebtedness as described herein will become the liabilities and indebtedness of the CSSD; however, there is no debt for any existing sewer district.

**9. Re: Terms for the Administration and Enforcement of Regulations**

Ensuring the proper administration and the enforcement of regulations that apply to the financing, accounting, operation and maintenance of the existing sewer districts is the responsibility of the Town of Cazenovia Town Board. Specific operations and maintenance tasks necessary for compliance with applicable regulations are the responsibility of the Town of Cazenovia's consulting engineer and the highway department.

The Town Board, with assistance from the Town's consulting engineer, will continue to exercise the responsibilities for the administration and enforcement of regulations in the manner currently employed for the existing sewer districts. It is also anticipated that the Town will create and adopt a new set of modern, comprehensive sewer regulations for the CSSD.

**10. Re: Estimate of Cost Savings Accruing from Consolidation**

Some additional costs will accrue from the consolidation of the existing sewer districts, while no firm cost savings associated with the consolidation have been calculated, an

undetermined amount of administrative cost savings are expected. Such saving would result from the elimination of duplication of administrative costs associated with planning, budgeting and accounting. Originally those cost savings were anticipated to achieve a reduction in the Town's tax rate from \$1.37/\$1,000 to \$1.34/\$1,000 of capital.

**11. Re: Public Hearing**

A public hearing on the endorsed Joint Consolidation Agreement will be noticed by resolution of the Town of Cazenovia Town Board and is expected to be held on September 8, 2014 at 7:30 p.m. at the Town of Cazenovia Town Hall, 7 Albany Street, Cazenovia, New York 13035.

**12. Re: Effective Date**

The effective date of the Joint Consolidation Agreement will be immediately upon adoption of the Joint Consolidation Agreement by resolution of the Town of Cazenovia Town Board and in conformity with GML §756, which is anticipated to be at the July 14, 2014 Town Board meeting. Property taxes for the Town of Cazenovia Consolidated Sanitary Sewer District will be levied in the January 2015 Property Tax Bill.

In witness whereof, the Town of Cazenovia, acting in the capacity of the duly authorized governing body for the existing sewer districts (listed above and as shown on the attached Schedule "A") and hereby executes this Agreement on the date set forth below.

**TOWN OF CAZENOVIA**

By: \_\_\_\_\_  
**William Zupan, Supervisor**

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

**EXISTING TOWN OF CAZENOVIA  
SEWER DISTRICTS (Schedule "A")**

By: \_\_\_\_\_  
\_\_\_\_\_, on behalf of the  
**Town of Cazenovia Town Board**

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

\*\*\*\*\*

**Roll call:**

<b>Councilor Andersen</b>	<b>Yes</b>
<b>Councilor Race</b>	<b>Yes</b>
<b>Councilor Moran</b>	<b>Yes</b>
<b>Councilor Driscoll</b>	<b>Yes</b>
<b>Supervisor Zupan</b>	<b>Yes</b>

**Supervisor Zupan declared Resolution No. 124 adopted.**

\*\*\*\*\*

**Motion by Councilor Race, seconded by Councilor Moran to open the public hearing relative to the renewal of Burdin's Junkyard Permit.**

**Public Comment:** There were no comments.

**Motion by Councilor Andersen, seconded by Councilor Driscoll to close the public hearing.**

\*\*\*\*\*

**Resolution No. 125 presented by Councilor Race, seconded by Councilor Moran to approve the renewal for one year, from October 2014 thru September 2015, of Donald Burdin's Junkyard License, also known as Don's Auto Barn: (Resolution No. 85-1991)**

1. The license is limited to storage and dismantling.
2. All waste (gasoline, diesel, gear oil, transmission fluid, motor oil, battery acid, brake fluid, radiator water, anti-freeze, and windshield solvent) are to be disposed of off-site in compliance with NYS Law.
3. Maximum of 200 cars.
4. Topography, natural growth and timber and other considerations already accomplish the purposes of fencing and screening, therefore the requirements for fencing and screening are reduced by this legislative body.
5. Aesthetic conditions – the governing board has taken into account the clean, wholesome and attractive environment which is of importance to the continued general welfare of its citizens.
6. The license fee is due prior to license issuance.

**Roll call:**

<b>Councilor Andersen</b>	<b>Yes</b>
<b>Councilor Race</b>	<b>Yes</b>
<b>Councilor Moran</b>	<b>Yes</b>
<b>Councilor Driscoll</b>	<b>Yes</b>
<b>Supervisor Zupan</b>	<b>Yes</b>

**Supervisor Zupan declared Resolution No. 125 adopted.**

\*\*\*\*\*

**Resolution No. 126 presented by Councilor Race, seconded by Councilor Andersen**

**AUTHORIZING TOWN OF CAZENOVIA TO  
ENTER INTO AN INTERMUNICIPAL AGREEMENT  
WITH THE VILLAGE OF CAZENOVIA ON BEHALF OF  
THE CAZENOVIA VOLUNTEER FIRE DEPARTMENT  
FOR TRAINING AND PRACTICE EXERCISES AT THE  
TOWN OF CAZENOVIA HIGHWAY GARAGE**

**LICENSE AGREEMENT  
(Intermunicipal Agreement)**

**THIS LICENSE AGREEMENT** (the “Agreement”) is made as of \_\_\_\_\_, 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”), individually and on behalf of the Cazenovia Volunteer Fire Department (the “CVFD”).

**WHEREAS**, the Town owns the parcel and building located at 3425 Constine Bridge Road, Cazenovia, New York, 13035, in Madison County, New York, which parcel and building contains the Town highway garage and open lands utilized by the Town of Cazenovia for municipal purposes (the “Premises”); and

**WHEREAS**, the CVFD desires an area upon which to conduct training and practice exercises for its members; and

**WHEREAS**, the Town desires to share with the Village and the CVFD certain portions of the Premises for conducting such training and practice exercises; and

**WHEREAS**, the Town and Village (on behalf of the CVFD) have entered into discussions pertaining to the Village’s use of a portion of the Premises for purposes of such CVFD training and practice exercises beginning on the effective date of this Agreement; and

**WHEREAS**, each party has reviewed its costs and expenses incurred or expected to be incurred as a result of this shared arrangement, and each has determined its costs to be *de minimis* and essentially equal to the benefit that each party is receiving from the other.

**NOW, THEREFORE**, it is mutually agreed:

**FIRST:** The Town hereby provides a license to the Village and the CVFD as more particularly set forth herein.

**SECOND:** The Town will not charge the Village or the CVFD rent or other fees for limited use of the Premises as set forth herein.

**THIRD:** The CVFD shall utilize certain portions of the Premises solely for the purpose of conducting training and practice exercises for the members of the CVFD and shall conduct such exercises in an area mutually agreed upon the parties and at such times, dates and hours as mutually agreed upon by the parties.

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

**FIFTH:** The Village and the CVFD shall and will take good care of the portion of the Premises utilized herein and appurtenances thereto while using or in possession of the agreed upon portion of the Premises. The Village and/or the CVFD will, at its/their own cost and expense, make all repairs to the Premises so affected by such use.

**SIXTH:** The Village/CVFD will not make or allow to be made any alterations or additions to any portion of the Premises without first obtaining the Town's written consent.

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

**EIGHTH:** The Town or the Village/CVFD may terminate this License and 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.

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

**TENTH:** 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.

**ELEVENTH:** The Supervisor of the Town has executed this Agreement pursuant to a Resolution adopted by the Town Board, at a meeting thereof held on September 8, 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.

**TWELFTH:** 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 October \_\_, 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.

**THIRTEENTH:** 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 on the date and year first written above.

**TOWN OF CAZENOVIA**

**VILLAGE OF CAZENOVIA**

\_\_\_\_\_  
William Zupan, Town Supervisor

\_\_\_\_\_  
Kurt Wheeler, Mayor

\*\*\*\*\*

<b>Roll call:</b>	
<b>Councilor Andersen</b>	<b>Yes</b>
<b>Councilor Race</b>	<b>Yes</b>
<b>Councilor Moran</b>	<b>Yes</b>
<b>Councilor Driscoll</b>	<b>Yes</b>
<b>Supervisor Zupan</b>	<b>Yes</b>

**Supervisor Zupan declared Resolution No. 126 adopted.**

\*\*\*\*\*

**Resolution No. 127 presented by Councilor Race, seconded by Councilor Driscoll** that the Town of Cazenovia shall extend an agreement with the New York State Police to make available office space and adequate parking to provide appropriate facilities for the continuance of the State Police Sub-station located at 2116 Main Street, (highway garage) New Woodstock, for a term of two years.

<b>Roll call:</b>	
<b>Councilor Andersen</b>	<b>Yes</b>
<b>Councilor Race</b>	<b>Yes</b>
<b>Councilor Moran</b>	<b>Yes</b>
<b>Councilor Driscoll</b>	<b>Yes</b>
<b>Supervisor Zupan</b>	<b>Yes</b>

**Supervisor Zupan declared Resolution No. 127 adopted.**

\*\*\*\*\*

**BID OPENING RESULTS (9/2/2014 @ 4:00 p.m.)  
for One New 2015 - 3/4 Ton Truck & Stainless Steel V-Plow**

<u>Bidder Name</u>	<u>Bid Amount</u>
F. X. Caprara Ford, Inc.	\$ 37,735

\*\*\*\*\*

**Resolution No. 128 presented by Councilor Race, seconded by Councilor Andersen to authorize the award of bid for purchase of One New 2015 – 3/4 Ton Truck Crew Cab XLT 4x4 with power equipment group, running boards and trailer tow package, 8.5' V-plow to F. X. Caprara Ford, Inc. in an amount not to exceed \$ 37,735.00 with the exception of tax, title, and any applicable fees. Such acquisition to be paid by cash.**

**Roll call:**

<b>Councilor Andersen</b>	<b>Yes</b>
<b>Councilor Race</b>	<b>Yes</b>
<b>Councilor Moran</b>	<b>Yes</b>
<b>Councilor Driscoll</b>	<b>Yes</b>
<b>Supervisor Zupan</b>	<b>Yes</b>

**Supervisor Zupan declared Resolution No. 128 adopted.**

\*\*\*\*\*

**Resolution No. 129 presented by Councilor Race, seconded by Councilor Moran to change the next two Town Board meetings to the following dates due to NYS Law as it relates to meeting for budget and adoption processes.**

**Monday, October 6, 2014 and Tuesday, November 4, 2014**

**Roll call:**

<b>Councilor Andersen</b>	<b>Yes</b>
<b>Councilor Race</b>	<b>Yes</b>
<b>Councilor Moran</b>	<b>Yes</b>
<b>Councilor Driscoll</b>	<b>Yes</b>
<b>Supervisor Zupan</b>	<b>Yes</b>

**Supervisor Zupan declared Resolution No. 129 adopted.**

\*\*\*\*\*

**Resolution No. 130 presented by Councilor Moran, seconded by Councilor Andersen** to approve the scheduling of a work session on **Wednesday, October 8, 2014 at 7:00 p.m.** for the purpose of discussing the tentative budget. At said work session, the Town Board may further discuss any business which may come before it in the form of a special meeting.

**Roll call:**

<b>Councilor Andersen</b>	<b>Yes</b>
<b>Councilor Race</b>	<b>Yes</b>
<b>Councilor Moran</b>	<b>Yes</b>
<b>Councilor Driscoll</b>	<b>Yes</b>
<b>Supervisor Zupan</b>	<b>Yes</b>

**Supervisor Zupan declared Resolution No. 130 adopted.**

\*\*\*\*\*

**Resolution No. 131 presented by Councilor Driscoll, seconded by Councilor Race** to approve the use of Ridge Road, Ten Eyck Avenue, Lincklaen Road, and Syosset Drive for the 2014 PUMPKIN RUN, a fundraising event for the Cazenovia Central Schools Graduating Class of 2019 scheduled for Sunday, October 26, 2014 commencing at 2:00 p.m. It is understood that the Madison County Sheriff's Department and the Cazenovia Village Police Department will be informed for traffic control and that CAVAC will be on-site. A one-million dollar Liability Insurance Certificate, naming the Town of Cazenovia as "also insured" and reciting coverage for the name of the activity, including date has been filed with the Town Clerk and must be maintained throughout the date of the event.

**Roll call:**

<b>Councilor Andersen</b>	<b>Yes</b>
<b>Councilor Race</b>	<b>Yes</b>
<b>Councilor Moran</b>	<b>Yes</b>
<b>Councilor Driscoll</b>	<b>Yes</b>
<b>Supervisor Zupan</b>	<b>Yes</b>

**Supervisor Zupan declared Resolution No. 131 adopted.**

\*\*\*\*\*



**Resolution No. 132 presented by Councilor Race, seconded by Councilor Driscoll to approve the following modifications to the "*Town of Cazenovia Employee Manual*:"**

**TOWN OF CAZENOVIA  
EMPLOYEE MANUAL**

**Section V: Employment Matters,” under "Sub-section 5.4 Corrective Discipline,” change item #4 in the paragraph entitled “Forms of Discipline” to read:**

4. Suspension without pay (employee may elect to use accrued **Paid Time Off**)

\*\*\*\*\*

**Section V: Employment Matters,” under "Sub-section 5.9 Separation from Employment” eliminate the following paragraph entitled “Final Paycheck.”**

**~~Final Paycheck~~—Employees receive their final paycheck on the next regularly scheduled payday. The final paycheck includes payment for accumulated vacation benefits, if applicable.**

Note: This paragraph should be eliminated because it has been addressed in the *Employee Manual* “**Section VII: Employee Benefits**” under the newly created “**Sub-section 7.2.1 Paid Time Off (PTO)**,” in the paragraph entitled “**Separation of Employment**” (adopted 6/9/2014, resolution #93.)

\*\*\*\*\*

**“Section VII: Employee Benefits,” under "Sub-section 7.7 Short-Term Disability Benefits” change the paragraph entitled “Use of Sick Leave Credits” to read:**

**Use of Paid Time Off Leave Credits** – An employee may draw from the employee’s Paid Time Off leave credits in conjunction with disability payments to equal, but not exceed, the employee’s regular daily rate of pay.

\*\*\*\*\*

**“Section VII: Employee Benefits,” under "Sub-section 7.8 Worker’s Compensation Benefits,” change the paragraph entitled “Use of Sick Leave Credits” to read:**

**Use of Paid Time Off Leave Credits** – An employee may draw from the employee’s Paid Time Off leave credits in conjunction with Worker’s Compensation payments to equal, but not exceed, the employee’s regular daily rate of pay.

\*\*\*\*\*

**“Section VIII: Absence Policies,”** under **"Sub-section 8.2 Notification of Absence"** change the paragraph entitled **“Notification of Sick Leave”** to read:

**Notification of Paid Time Off due to Illness:** In the event an employee must take Paid Time Off due to illness, the employee must notify the appropriate supervisor personally or through voicemail at least thirty minutes before the employee’s scheduled reporting time. This procedure must be followed to receive Paid Time Off pay.

\*\*\*\*\*

**“Section VIII: Absence Policies,”** under **"Sub-section 8.3 Jury Duty Leave,”** change the paragraph entitled **“Accrual of Benefits”** to read:

**Accrual of Benefits** – The Town will continue to provide health insurance benefits for an eligible employee during the jury leave. Paid Time Off and holiday benefits will continue to accrue during jury duty leave.

\*\*\*\*\*

**“Section VIII: Absence Policies”** under **"Sub-section 8.5 Military Leave and Military Leave of Absence,”** change paragraph entitled **“Military Leave (New York State Law)”** to read:

**Military Leave (New York State Law)** – This section refers only to a paid leave for military service under New York State Law and does not affect an employee’s entitlement to leave needed for military service under federal statute. The Town of Cazenovia recognizes the importance of the Military Reserve and National Guard, and will permit any employee the use of military leave to perform ordered military duty. The Town will grant such leave with pay for up to twenty-two workdays or thirty calendar days in a calendar year, whichever is greater. Such military leave beyond the twenty-two workdays or thirty calendar days in a calendar year will be unpaid, however accumulated Paid Time Off leave may, at the employee’s option, be used at any time during the leave. In accordance with applicable New York State law, the employee may keep all pay received for military service.

\*\*\*\*\*

**“Section VIII: Absence Policies”** under **"Sub-section 8.5 Military Leave and Military Leave of Absence,”** change paragraph entitled **“Military Leave of Absence (Federal Law)”** to read:

**Military Leave of Absence (Federal Law)** – An unpaid leave of absence for a period of up to the federal statutory limits will be granted to an employee to serve in any of the Armed Forces of the United States. The employee’s accumulated Paid Time Off leave may, at the employee’s option, be used at any time during such leave of absence.

\*\*\*\*\*

**“Section VIII: Absence Policies,”** under **“Sub-section 8.8 Family and Medical Leave Policy”** change the first bullet in the paragraph entitled **“Types of Leave”** to read:

**Sick Leave of Absence** – Employees who are unable to work because of a serious health condition or disability may be granted a sick leave of absence. This type of leave covers disabilities caused by pregnancy, childbirth, or other related medical conditions. The Town requires certification of an employee’s need for sick leave, both before the leave begins and on a periodic basis thereafter, by the employee’s health care provider.

\*\*\*\*\*

**“Section VIII: Absence Policies”** under **“Sub-section 8.8 Family and Medical Leave Policy”** change the following bullets in the paragraph entitled **“Benefits During a Leave of Absence”** to read:

- **Use of Accrued Paid Leave Credits** – An employee taking leave for the **birth, adoption or foster placement of a child or to care for a spouse, domestic partner, child or parent with a serious health condition** must first use all Paid Time Off leave credits which will be included in the maximum twelve weeks of leave. The substitution of paid leave for unpaid leave for these types of leave does not extend the twelve-week period.
- For leaves taken due to the **employee’s own serious health condition**, the employee must first use all Paid Time Off leave credits and short-term disability benefits (if applicable), which will be included in the maximum twelve weeks of leave. However, in the event that the paid leave credits available are greater than the maximum twelve-week period, an employee may use paid leave credits to extend the leave of absence beyond the twelve-week period, **up to a maximum of one year**. If, after the completion of the one-year leave of absence, the employee is medically unable to return to work (as determined by a health care provider) and the employee has leave credits and/or short-term disability benefits remaining, the Town Board may authorize an extension of the employee’s leave of absence until such benefits are exhausted. However, **job reinstatement** beyond the one-year leave of absence **is not automatic** and will be dependent upon job availability, in accordance with Civil Service Law Sections 71, 72 and 73, as applicable, and the *Rules for the Classified Civil Service of Madison County*.
- **Accrual of Paid Leave Credits** – An employee will continue to accrue credits and receive holiday pay during the portion of the leave that is paid. **Paid leave is defined as leave during which the employee continues to use accumulated Paid Time Off**. After all such paid leave is exhausted, the remaining leave of absence is unpaid. An employee will not earn Paid Time Off or receive holiday pay for any holidays that may occur during an unpaid leave of absence.

\*\*\*\*\*

**“Section XII: Dispute Resolution,”** under **“Sub-section 12.1 Dispute Resolution Procedure”** change the last bullet in the paragraph entitled **“Definition of Dispute”** to read:

- Improper or unfair administration of employee benefits or conditions of employment such as scheduling Paid Time Off, fringe benefits, promotions, retirement, holidays, salary or seniority.

**Roll call:**

<b>Councilor Andersen</b>	<b>Yes</b>
<b>Councilor Race</b>	<b>Yes</b>
<b>Councilor Moran</b>	<b>Yes</b>
<b>Councilor Driscoll</b>	<b>Yes</b>
<b>Supervisor Zupan</b>	<b>Yes</b>

**Supervisor Zupan declared Resolution No. 132 adopted.**

\*\*\*\*\*

**Resolution No. 133 presented by Councilor Moran, seconded by Councilor Andersen** to authorize Barton and Loguidice to provide consulting services to the Town of Cazenovia Planning Board associated with the application of EBAC, LLC (Owera Vineyards) and follow-up services to the Town Board relating to proposed Local Law 2 of 2014 (Noise Ordinance) as outlined in the B&L proposal dated September 8, 2014.

**Roll call:**

<b>Councilor Andersen</b>	<b>Yes</b>
<b>Councilor Race</b>	<b>Yes</b>
<b>Councilor Moran</b>	<b>Yes</b>
<b>Councilor Driscoll</b>	<b>Yes</b>
<b>Supervisor Zupan</b>	<b>Yes</b>

**Supervisor Zupan declared Resolution No. 133 adopted.**

\*\*\*\*\*

**Resolution No. 134 presented by Councilor Race, seconded by Councilor Andersen** to approve the following 2014 budget transfer:

**2014 Budget Year**

**General Fund A**

Transfer budget from Contingency to Sanitary Sewers CE for consolidated sewer district legal notices.

To: A8120.4 Sanitary Sewer CE

\$1,300.00

From: 1990.1 Contingency

(1,300.00)

<b>Roll call:</b>	
<b>Councilor Andersen</b>	<b>Yes</b>
<b>Councilor Race</b>	<b>Yes</b>
<b>Councilor Moran</b>	<b>Yes</b>
<b>Councilor Driscoll</b>	<b>Yes</b>
<b>Supervisor Zupan</b>	<b>Yes</b>

**Supervisor Zupan declared Resolution No. 134 adopted.**

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**Attorney's Report:** *Reported he will continue to work on the two laws before the Town Board. He recommended the creation of a sub-committee that would address how to set the rates and charges for the operations and maintenance, as well as, a capital reserve fund for the newly formed, Cazenovia Consolidated Sanitary Sewer District. He said he could be part of the committee and suggested John Dunkle, engineer for the Town, and one or two Town Board members.*

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**Supervisor's Report:** *Reported the Rescue Mission drop-off box will be picked-up at the South end of the lake at the "Trush" property. The box was moved from one location on the property to the other side to make it less visible to the traveling public. However, it still is an eyesore because it has been used as a place for people to get rid of their trash. He further reported the Town Hall has a new phone system and the transition went smoothly. He also said he is working on the budget and does not know what the numbers look like, yet. He stated a lot of the numbers from Madison County do not come until October. Lastly, as part of the 2014 Lake Treatment, he reported no more signage is needed at the lake and all the restrictions have been lifted.*

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**Councilor Race** (Highway Department, South Cemetery & Water Districts): *Reported everything is going fairly smooth at the highway garage. The weed harvesting will continue as long as it can possibly be done into the season. Lastly, he asked for an executive session at the end of the meeting to discuss a potential employment issue.*

**Councilor Andersen** (Planning & Zoning, CACDA, Shared Services, CACC): *Reported CACDA helped sponsor an upcoming event known as the Cazenovia Art Trail. This is the third year for the event and it is the weekend of October 3rd and October 11th. It is a group of artists that are at the college, library or in their own studios and it is an avenue to see what artists in the community are doing and an opportunity to purchase their art.*

**Councilor Moran** (Future of the Gothic Cottage & Cazenovia Lake Watershed Council): *Reported there is nothing to report on the Gothic Cottage for this month. She said the lake is experiencing a blue-green algal bloom which has been confirmed and the presence of toxins. She further stated the Cazenovia Lake Association did an email blast to people around the lake to inform them and it also went on the Town website, as well as, the Village and Cazenovia Republican's websites. She cautioned if you see areas that look green or streaky, avoid them. She said the open waters of the lake are safe. Lastly, she stated people should not let their dogs play in the water.*

**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): *Reported there will be a meeting on September 19th with New York State Parks & Recreation to discuss an overview of what can be done to improve McNitt State Park. He also stated there was encouraging feedback from residents commenting how the lake looked this year with the treatment, harvesting and benthic mats. He asked Councilor Moran to explain the Cazenovia Lake Mini Summit.*

**Councilor Moran** *said the Cazenovia Lake Watershed Council is hosting a Mini Summit to bring people together who have worked on the lake. Bob Johnson of Racine-Johnson Aquatic Ecologists will be present, who does the rake toss survey, and it will be done by the Summit. Daniel Kopec, SUNY Oneonta graduate student, will be present who is doing a groundwater study for the Town on the migration of phosphate down-gradient of septic systems. Also, in attendance will be a representative of Allied Biological and hopefully, a representative from the DEC. She encouraged the public to attend, as well.*

**Councilor Driscoll** *resumed his report and said the reviews have been great for the Youth Recreation Program and it was money well spent. Lastly, he reported, several weeks ago, he had a meeting with a group of citizens from New Woodstock who have begun to look at the whole picture of what they have in the hamlet and how they are using the properties. In closing, he mentioned the Town Board has concerns with the current structural condition of the New Woodstock Highway Garage.*

**Supervisor Zupan** *asked if any member of the public cared to use the second comment period to speak to the board regarding any area of Town Board oversight.*

## **Public comment #2:**

**Berta Keeler** *of 5237 East Lake Road inquired when the yellow lake treatment signs would be removed?*

**Supervisor Zupan** *stated permission was just granted on Friday, September 5th and explained the signs are required to stay up for 120 days or until < 1 ppb of Renovate OTF<sup>®</sup>. He said the highway department employees will remove the signs.*

**Anne Redfern** *of 1995 Rippleton Cross Road inquired why the November Town Board meeting was scheduled for Tuesday and not Monday?*

*There were no further comments.*

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**The Town Clerk presented 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 Race to approve payment of the bills. The motion was unanimously approved.**

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**Motion by Councilor Race, seconded by Councilor Andersen to go into executive session to discuss the employment history of an individual that could lead to discipline. The motion was unanimously approved. The Board invited Tim Hunt, Highway Superintendent and John Langey, attorney for the Town, into the session.**

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**Motion by Councilor Moran, seconded by Councilor Driscoll to return to the meeting.**

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**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