

## **TOWN BOARD**

**TUESDAY**

**November 4, 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 Driscoll, seconded by Councilor Race to accept the minutes from the October 6, 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:** There were no comments.

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**The public hearing was continued from the October 6, 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" as revised and amended.**

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

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

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**The public hearing was continued from the October 6, 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:** There were no comments.

**Motion by Councilor Moran, seconded by Councilor Race to continue the public hearing.**

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**Motion by Councilor Driscoll, seconded by Councilor Race to open the public hearing regarding Special Improvement Districts.**

<b>Special Districts – 2015 Budget</b> (From 2014 Assessment Roll)					
<b>Code</b>	<b>Name/Title</b>	<b># of 2013 parcels</b>	<b>Taxable Value 2013</b>	<b># of 2014 parcels</b>	<b>Taxable Value 2014</b>
WD221	NW Water Dist.	142	\$ 11,030,742.00	142	\$ 13,847,862.00
WD222	Wellington Water Dist.	33	\$ 6,583,000.00	33	\$ 7,693,000.00
WD223	Mt. Pleasant Water Dist.	26	\$ 3,652,500.00	26	\$ 4,726,000.00
LD221	NW Lighting Dist.	147	\$ 11,147,852.00	147	\$ 14,037,552.00
FD221	Caz Fire Protection Dist.	1768	\$ 354,388,802.00	1,777	\$ 436,457,051.00
FD222	New Woodstock Fire	643	\$ 57,697,031.00	640	\$ 71,278,283.00
CAVAC	CAVAC (Village)	987	\$ 161,995,906.00	986	\$ 204,967,753.00
CAVAC	CAVAC (Town)	2404	\$ 411,936,095.00	2412	\$ 507,723,334.00

**Supervisor Zupan read aloud the district names above and asked if anyone cared to speak regarding the Special Improvement Districts.**

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

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

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**Resolution No. 142 presented by Councilor Andersen, seconded by Councilor Driscoll to approve the following re-levy of unpaid 2014 water rents onto the 2015 budget as follows:**

<b>Water District Name</b>	<b># of Unpaids</b>	<b>Rentals</b>	<b>Penalties</b>	<b>Re-Levy</b>
Mt. Pleasant Water District	8	\$ 1,500.00	\$ 210.00	\$ 1,710.00
New Woodstock Water District	32	\$ 3,550.00	\$ 387.50	\$ 3,937.50
Wellington Water District	5	\$ 773.10	\$ 77.31	\$ 850.41

**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. 142 adopted.**

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**Motion by Councilor Moran, seconded by Councilor Race to open the public hearing regarding the 2015 Preliminary Budget.**

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

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

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Supervisor Zupan explained the Town Board conducted a budget work session and unanimously agreed upon changes to the 2015 Preliminary Budget. The Supervisor then called for the adoption of Resolution No. 143, which amended the Preliminary Budget.

**Resolution No. 143 presented by Councilor Race, seconded by Councilor Moran** to make the following final adjustments to the Preliminary Budget prior to adoption:

**GENERAL FUND A APPROPRIATIONS:**

1. To increase Town Board Personal Services 1010.1 from \$9,230 to \$9,320.
2. To increase Supervisor Personal Services 1220.1 from \$16,320 to \$16,480.
3. To increase Budget Personal Services 1340.1 from \$900 to \$906.
4. To increase Assessor Personal Services 1355.1 from \$42,025 to \$42,440.
5. To increase Town Clerk Personal Services 1410.1 from \$39,170 to \$39,555.
6. To increase Personnel Personal Services Bookkeeper 1430.1.37 from \$45,775 to \$46,220.
7. To increase Registrar of Vital Statistics Personal Services 4020.1 from \$4,830 to \$4,880.
8. To increase Superintendent of Highways Personal Services 5010.1 from \$63,915 to \$64,540.
9. To increase State Retirement 9010.8 State Retirement from \$50,610 to \$50,795.
10. To decrease Employee Benefits Social Security 9030.8 from \$59,765 to \$24,250.
11. To increase Workers' Compensation 9040.8 from \$16,743 to 16,805.
12. To increase Disability Insurance 9055.8 from \$380 to \$381.
13. To increase Hosp & Medical Insurance 9060.8 from \$36,792 to \$37,015.

**Therefore on the Summary of Town Budget page General Fund A Appropriations and Provisions for Other Uses column will decrease from \$860,997 to \$828,129, Less Estimated Revenues column will remain unchanged at \$234,650, Less Appropriated Surplus column will remain unchanged at no entry and the Amount to be Raised by Tax column will decrease from \$626,347 to \$593,479.**

**GENERAL FUND B APPROPRIATIONS:**

1. To increase Special Items Personal Services Records Management 1460.1 from \$6,025 to \$6,081.
2. To increase Safety Inspection Personal Services 3620.1 from \$8,360 to \$8,445.
3. To increase Zoning Personal Services Clerk 8010.1.10 from \$14,590 to \$15,028.
4. To increase Zoning Personal Services Officer 8010.1.23 from \$19,677 to \$19,870.
5. To increase Zoning Personal Services Chairman 8010.1.25 from \$1,515 to \$1,530.
6. To increase Planning Personal Services Clerk 8020.1.10 from \$4,250 to \$4,377.
7. To increase Planning Personal Services Chairman 8020.1.25 from \$1,515 to \$1,530.
8. To decrease Employee Benefits State Retirement 9010.8 from \$9,196 to \$9,171.
9. To increase Employee Benefits Social Security 9030.8 from \$4,511 to \$4,583.
10. To decrease Employee Benefits Medical Insurance 9060.8 from \$7,700 to \$7,693.
11. To increase Interfund Transfers Capital Project Funds 9950.9 from \$0 to \$25,000.

**GENERAL FUND B REVENUES:**

1. To increase Non-Property Tax Distr by County 1120 from \$222,102 to \$239,396.90.

**Therefore on the Summary of Town Budget page General Fund B Appropriations and Provisions for Other Uses column will increase from \$427,147 to \$453,116, Less Estimated Revenues column will increase from \$281,602 to \$298,896.90, Less Appropriated Surplus column will remain unchanged at \$100,000 and the Amount to be Raised by Tax column will increase from \$45,545 to \$54,219.10.**

**HIGHWAY FUND DA APPROPRIATIONS:**

1. To increase Snow Removal Personal Services 5142.1 from \$70,000 to \$72,100.
2. To increase Employee Benefits State Retirement 9010.8 from \$11,508 to \$11,634.
3. To increase Employee Benefits Social Security 9030.8 from \$5,355 to \$5,516.
4. To increase Employee Benefits Worker's Compensation 9040.8 from \$3,725 to \$3,765.
5. To increase Employee Benefits Disability Insurance 9055.8 from \$85 to \$86.
6. To increase Employee Benefits Hosp & Medical Insurance 9060.8 from \$19,320 to \$19,447.

**Therefore on the Summary of Town Budget page Highway Fund DA Appropriations and Provisions for Other Uses column will increase from \$432,263 to \$434,818, Less Estimated Revenues column will remain unchanged at \$96,205, Less Appropriated Surplus column will remain unchanged at no entry and the Amount to be Raised by Tax column will increase from \$336,058 to \$338,613.**

**HIGHWAY FUND DB APPROPRIATIONS:**

1. To increase General Repairs Personal Services 5110.1 from \$313,000 to \$322,390.
2. To increase Employee Benefits State Retirement 9010.8 from \$51,456 to \$52,020.
3. To increase Employee Benefits Social Security 9030.8 from \$23,945 to \$24,663.
4. To increase Employee Benefits Worker's Compensation 9040.8 from \$16,648 to \$16,833.
5. To increase Employee Benefits Disability Insurance 9055.8 from \$378 to \$382.
6. To increase Employee Benefits Hosp & Medical Insurance 9060.8 from \$86,833 to \$86,953.

**Therefore on the Summary of Town Budget page Highway Fund DB Appropriations and Provisions for Other Uses column will increase from \$850,504 to \$861,425, Less Estimated Revenues column will remain unchanged at \$843,253, Less Appropriated Surplus column will remain unchanged at \$7,000 and the Amount to be Raised by Tax column will increase from \$251 to \$11,172.**

**NEW WOODSTOCK WATER DISTRICT APPROPRIATIONS:**

1. To increase Administration Personal Services 8310.1 from \$1,095 to \$1,105.
2. To decrease Employee Benefits State Retirement 9010.8 from \$1,726 to \$1,696.
3. To increase Employee Benefits Social Security 9030.8 from \$803 to \$804.
4. To decrease Employee Benefits Worker's Compensation 9040.8 from \$559 to \$549.
5. To decrease Employee Benefits Hosp & Medical Insurance 9060.8 from \$2,595 to \$2,536.

**Therefore on the Summary of Town Budget page New Woodstock Water District Appropriations and Provisions for Other Uses column will decrease from \$38,691 to \$38,603, Less Estimated Revenues column will remain unchanged at \$17,335, Less Appropriated Surplus column will remain unchanged at no entry and the Amount to be Raised by Tax column will decrease from \$21,356 to \$21,268.**

**WELLINGTON WATER DISTRICT APPROPRIATIONS:**

1. To increase Administration Personal Services 8310.1 from \$550 to \$556.
2. To decrease Employee Benefits State Retirement 9010.8 from \$1,127 to \$1,107.
3. To decrease Employee Benefits Worker's Compensation 9040.8 from \$365 to \$358.
4. To decrease Employee Benefits Hosp & Medical Insurance 9060.8 from \$1,739 to \$1,700.

**Therefore on the Summary of Town Budget page Wellington Water District Appropriations and Provisions for Other Uses column will decrease from \$15,676 to \$15,616, Less Estimated Revenues column will remain unchanged at \$5,010, Less Appropriated Surplus column will remain unchanged at no entry and the Amount to be Raised by Tax column will decrease from \$10,666 to \$10,606.**

**MT. PLEASANT WATER DISTRICT APPROPRIATIONS:**

1. To increase Administration Personal Services 8310.1 from \$550 to \$556.
2. To decrease Employee Benefits State Retirement 9010.8 from \$1,176 to \$1,155.
3. To increase Employee Benefits Social Security 9030.8 from \$547 to \$548.
4. To decrease Employee Benefits Worker's Compensation 9040.8 from \$381 to \$374.
5. To decrease Employee Benefits Hosp & Medical Insurance 9060.8 from \$1,822 to \$1,785.

**Therefore on the Summary of Town Budget page Mt. Pleasant Water District Appropriations and Provisions for Other Uses column will decrease from \$24,486 to \$24,428, Less Estimated Revenues column will remain unchanged at \$6,810, Less Appropriated Surplus column will remain unchanged at no entry and the Amount to be Raised by Tax column will decrease from \$17,676 to \$17,618.**

**CAVAC AMBULANCE DISTRICT APPROPRIATIONS:**

1. To increase Ambulance Contractual Expenditures 4540.4 from \$156,195 to \$156,228.25.

**Therefore on the Summary of Town Budget page CAVAC Ambulance District Appropriations and Provisions for Other Uses column will increase from \$156,195 to \$156,228.25, Less Estimated Revenues column will remain unchanged, Less Appropriated Surplus column will remain unchanged and the Amount to be Raised by Tax column will increase from \$156,195 to \$156,228.25.**

<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. 143 adopted.**

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**Resolution No. 144 presented by Councilor Race, seconded by Councilor Andersen**

**WHEREAS**, the Cazenovia Town Board has met and considered the Preliminary Budget for the fiscal year beginning January 1, 2015, and on November 4, 2014 conducted a public hearing, as required by Town Law, Article 8, § 108,

**NOW, THEREFORE, BE IT RESOLVED**, that the 2015 Preliminary Budget as changed, altered and revised is hereby adopted as the FINAL Budget of the Town of Cazenovia for the fiscal year beginning January 1, 2015.

<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. 144 adopted.**

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**Resolution No. 145 presented by Councilor Race, seconded by Councilor Andersen**

**AUTHORIZING THE SUPERVISOR TO ENTER INTO A “GRANT AGREEMENT”  
BETWEEN THE TOWN OF CAZENOVIA AND THE CAZENOVIA AREA  
COMMUNITY DEVELOPMENT ASSOCIATION  
(EMPIRE FARMSTEAD BREWERY, INC. - CDBG GRANT)**

**WHEREAS**, the Town of Cazenovia ("Town") previously agreed to participate in a funding opportunity through the New York State Office of Community Renewal (through the Community Development Block Grant ("CDBG") program) for purposes of providing financing to assist Empire Farmstead Brewery, Inc. in the establishment of its operations within the Town; and

**WHEREAS**, the Town has been awarded a grant pursuant to said program; and

**WHEREAS**, administration of the grant funds will be undertaken by the Cazenovia Area Community Development Association ("CACDA") for purposes of said funding; and

**WHEREAS**, the Town desires to enter into a "Grant Agreement" with CACDA outlining the terms and responsibilities of both the Town and CACDA in relation to administration of the grant monies; and

**WHEREAS**, a "Grant Agreement" has been prepared for said purposes.

**NOW, THEREFORE BE IT RESOLVED** that the Town of Cazenovia Supervisor be, and hereby is, authorized to execute the "Grant Agreement" between the Town of Cazenovia and the Cazenovia Area Community Development Association, for purposes of administering the grant funds subject to the terms contained therein

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## **GRANT AGREEMENT**

THIS AGREEMENT, entered into this       day of       , 2014 by and between the TOWN OF CAZENOVIA, a municipal corporation organized and existing under and by virtue of the laws of the State of New York and having its principal offices at 7 Albany Street, Cazenovia, New York 13035, and hereinafter called "Town", and the CAZENOVIA AREA COMMUNITY DEVELOPMENT ASSOCIATION, a not-for-profit corporation organized and existing under the laws of the State of New York with offices at 95 Albany Street, Cazenovia, New York 13035-1216 and hereinafter called "CACDA",

WITNESSETH THAT:

WHEREAS, Town has received Federal grant assistance in the amount of five hundred sixteen thousand dollars (\$516,000.00), the ("Grant") from the New York State Housing Trust Fund Corporation represented by the New York State Office of Community Renewal (hereinafter the "OCR") through the Community Development Block Grant (hereinafter "CDBG") Program (OCR Grant #204CRF-ED20-13) for the purpose of providing financing to assist Empire Farmstead Brewery, Inc. (hereinafter "Empire") in the establishment of its operations in the Town; and

WHEREAS, CACDA has the capacity to provide such financing to Empire and to administer such OCR grant in the best interests of Town, and

WHEREAS, CACDA is a not-for-profit corporation eligible to receive grants of CDBG funds pursuant to Section 105(a)(15) of the Housing and Community Development of 1974, as amended (42 USC 5305), and

WHEREAS, Town, by Resolution No. 69-2013 adopted on June 10, 2013, has authorized the Town Supervisor to execute all documents associated with the Grant,



NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto do mutually agree as follows:

## Section 1. Definitions

Unless specifically provided otherwise or the context otherwise requires, when used in this Agreement:

"Application" means Town's grant application to OCR dated June 25, 2013 through the New York State Consolidated Funding Application process and accompanying submissions, and which is incorporated herein by reference and made a part hereof.

"CDBG" means Community Development Block Grant, a program of the United States Department of Housing and Urban Development.

"CDBG Funds" means Community Development Block Grant funds, including funds in the form of grants pursuant to 24 CFR Part 570, Subpart I, that are subject to Grant Agreement #204CRF-ED20-13 between Town and HTFC.

"Empire" means Empire Farmstead Brewery, Inc., a New York corporation.

"HTFC" means the New York State Housing Trust Fund Corporation.

"HUD" means the United States Department of Housing and Urban Development.

"OCR" means the Office of Community Renewal, an office of New York Homes and Community Renewal.

"OCR Grant" means the award of CDBG funds to Town by HTFC as represented by OCR and as evidenced by Grant Agreement #204CRF-ED20-13 between Town and HTFC dated June 19, 2013.

"Project" means the activities described in the Application that are to be undertaken by Empire.

## Section 2. Statement of Work

2.1 CACDA shall make its best efforts to implement the Project by receiving from Town and using OCR Grant funds in the amount of five hundred thousand dollars (\$500,000.00) to fund a grant or deferred loan to Empire in a manner consistent with the Application and with the rules and regulations of OCR. Such efforts shall include the following as appropriate:

(a) Take all actions necessary to effect a grant or loan closing with Empire including, but not limited to the preparation of a grant or loan agreement, security agreement, note, and other legal documents as appropriate and in a form consistent with standard commercial lending practices and applicable rules, regulations, and policies of the CDBG program and the OCR;

(b) Assure that all requisite OCR approvals are received prior to funding Project activities;

(c) Disburse the loan proceeds to Empire in a manner consistent with the Application, the rules, regulations, and policies of the CDBG program and the OCR and standard commercial lending practices, and obtain appropriate documentation to evidence and

support such disbursement;

(d) Include in its agreements with Empire requirements that Empire effect the Project as approved by OCR in a manner consistent with the laws, regulations, and policies of the CDBG program and the OCR; and

(e) Take all other reasonable actions as may be necessary to effect those portions of the Project to be funded with the OCR Grant proceeds as approved by OCR in a manner consistent with the laws, regulations, and policies of the CDBG program, except where such actions are the responsibility of the Town pursuant to this Agreement.

2.2 CACDA shall perform, or cause to be performed, all administrative activities required pursuant to the OCR Grant including, but not limited to environmental review requirements, maintenance of books of account, procurement and maintenance of requisite statistical information, citizen participation, periodic reporting, and grant closeout activities. Such administrative activities shall be provided for all Project activities financed in whole or in part with OCR Funds.

2.3 CACDA shall develop and use, or cause to be developed and used, appropriate forms and systems for the reporting and documentation of project costs, employment, and all other information required to be maintained pursuant to the rules, regulations, and policies of the CDBG program and the OCR.

2.4 CACDA shall procure appropriate documentation to evidence Empire's compliance with the loan conditions respecting employment, project expenditures and financing, and other such information as may be required pursuant to the rules, regulations, and policies of the CDBG program and the OCR, and shall at all times make such documentation and information available to Town or its agent.

2.5 All activities undertaken by CACDA with CDBG funds pursuant to this Agreement shall be eligible activities pursuant to the regulations at 24 CFR 570.482.

2.6 All CDBG costs incurred by CACDA pursuant to this Agreement shall be charged in conformance to OMB Circular A-122, "Cost Principles for Non-Profit Organizations".

2.7 The following provisions apply to costs incurred by CACDA in accomplishing the Statement of Work as described in this Section 2:

(a) CACDA's use of contracted services shall be in accordance with the provisions of 24 CFR Part 84.

(b) Direct staff costs of CACDA must be documented by timesheets, invoices, or other appropriate information to evidence the nature of the cost. Such costs may include, but are not limited to employee salaries, benefits, and other compensation at rates not to exceed those paid by CACDA for work not provided pursuant to his Agreement.

(c) Direct third-party expenses incurred and charged by CACDA shall be reimbursed at cost and may include, but are not limited to supplies, postage, legal notices, equipment, bonding, insurance, and services;

(d) Indirect costs of CACDA may be reimbursed only where a written plan for the charging of such costs has been approved by HUD and OCR. Such costs are those which are charged as a percentage of direct costs and may include occupancy and equipment costs (including depreciation), maintenance, repair, and similar costs which are to be charged on a prorated basis; and

(e) All costs charged by CACDA pursuant to this Agreement shall be solely for the purpose of providing the services set forth at this Section 2 and shall be consistent with the provisions of OMB Circular A-122, "Cost Principles for Nonprofit Organizations".

2.8 CACDA shall make its best efforts to accomplish the Statement of Work as described in this Section 2 in an expeditious manner.

### Section 3. Disbursements of CDBG Funds

Town shall provide a grant or deferred loan of CDBG Funds to CACDA in an amount not to exceed five hundred thousand dollars (\$500,000.00) in the performance of the terms of this Agreement, said amount to be disbursed in the following manner:

3.1 At any time, but in no event more than fourteen (14) days prior to making a loan disbursement to Empire, CACDA may requisition Town to draw CDBG Funds from OCR for the purpose of disbursing loan funds to Empire. Town shall be responsible for effecting any such draws of CDBG Funds in a timely manner upon requisition by CACDA. Town shall disburse CDBG Funds so drawn to CACDA no more than three (3) business days after receiving such CDBG Funds from OCR. The cumulative amount of CDBG Funds provided by Town to CACDA for the purpose of disbursing the grant or deferred loan to Empire shall not exceed the sum of five hundred thousand dollars (\$500,000.00).

3.2 CACDA may, at any time, requisition Town to draw and pay from CDBG Funds amounts due CACDA for program delivery and administrative services provided pursuant to Section 2 of this Agreement. Such requisitions shall include an appropriate accounting of all charges to be paid from CDBG Funds. The cumulative amount of CDBG Funds provided by Town to CACDA for the purpose of funding program delivery and administrative costs shall not exceed the sum of sixteen thousand dollars (\$16,000.00). CACDA acknowledges and agrees that any CDBG-eligible third-party program delivery and administrative costs related to the OCR Grant that are incurred directly by Town including, but not limited to the CDBG-eligible portion of costs associated with any audits required pursuant to the OCR Grant, may, at Town's sole discretion, be paid from CDBG Funds and, if so paid, the cumulative amount of CDBG Funds available to CACDA pursuant to this Section 3.2 shall be reduced by the amount of CDBG Funds expended for such costs.

### Section 4. CDBG Grant

4.1 Town and CACDA acknowledge and agree that the CDBG Funds provided to CACDA pursuant to this Agreement shall be in the form of a grant pursuant to Section 105(a)(15) of the Housing and Community Development of 1974, as amended (42 USC 5305), and that, consistent with the provisions of 24 CFR 570.489(e)(2)(ii), any income received by CACDA resulting from CACDA's use of CDBG Funds pursuant to this Agreement is not CDBG Program Income and may be retained and used by CACDA without restriction.

### Section 5. Financial Management

5.1 CACDA shall comply with the "Standards for Financial Management Systems" set forth at 24 CFR 84.21.

5.2 CACDA shall comply with the audit requirements of OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations".

Section 6.     Reports and Information

6.1     At such time and in such forms as OCR or Town directs, CACDA shall submit to Town any statements, records, reports, data and information required by OCR or Town pertaining to matters and services covered by this Agreement.

6.2     CACDA shall retain all records that are directly pertinent to this Agreement for three years after the OCR Grant and all other pending matters have closed.

Section 7.     Inspection of Records

7.1     At any time during normal business hours and as often as Town may deem necessary, CACDA shall make available to Town or its agents all of its records with respect to matters covered by this Agreement, and CACDA shall permit Town or its agents to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, reports of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

Section 8.     Assignment by CACDA

8.1     CACDA's rights, obligations and duties pursuant to this Agreement shall not be assigned in whole or in part without the prior written consent of Town.

Section 9.     Additional Provisions of Law to be Complied With

9.1     CACDA and Town agree to comply with applicable State and local laws, rules and regulations, and any future revisions thereto, in the performance of this Agreement.

Section 10.    Indemnification

10.1    CACDA shall defend, indemnify, and hold harmless HTFC and Town and their respective agents and employees from and against any and all claims, actions, damages, losses, expenses, and costs of every nature and kind, including reasonable attorney's fees, incurred by or asserted or imposed against HTFC or Town arising out of CACDA's performance of the Statement of Work as set forth at Section 2 of this Agreement, except to the extent that such claims, actions, damages, losses, expenses, and costs arise from an inability of CACDA to perform the Statement of Work due to a failure by Town to perform its obligations under this Agreement.

Section 11.    Supersedure of Prior Agreements

11.1    This Agreement shall supersede all prior agreements, both written and oral, between the parties respecting the use of CDBG Funds awarded by OCR for implementation of the Project.

Section 12.    Amendments

12.1    This Agreement may be amended only by the mutual written consent of Town and CACDA.

### Section 13. Notices

13.1 Any action, notice, or request taken, given, or made by the Supervisor of the Town of Cazenovia (or such other person or persons as Town may, by written notice to CACDA, designate for such purpose) to CACDA hereunder shall be deemed to be duly and properly given or made if mailed, postage prepaid, to: Cazenovia Area Community Development Association, 95 Albany Street, Cazenovia, New York 13035-1216, or delivered personally to CACDA. Any action, notice, or request taken, given, or made by the President of the Cazenovia Area Community Development Association (or such other person or persons as CACDA may, by written notice to Town, designate for such purpose) to Town hereunder shall be deemed to be duly and properly given or made if mailed, postage prepaid, to: Supervisor, Town of Cazenovia, 7 Albany Street, Cazenovia, New York 13035, or delivered personally to Town.

### Section 14. Term of Agreement

14.1 This Agreement shall become effective as of the date first above written.

14.2 Town shall be obligated to reimburse CACDA for the cost of services provided prior to the effective date of this Agreement if such services; (a) were provided after the date of the Agreement between the Town and the New York State Housing Trust Fund Corporation respecting the OCR Grant; (b) represent eligible costs pursuant to the OCR Grant; and (c) were provided in a manner consistent with all other provisions of this Agreement.

14.3 This Agreement may be terminated by Town upon CACDA's failure to make a grant or deferred loan or loans to Empire consistent with Section 2.1 of this Agreement by May 31, 2015. Such termination shall be effected by written notification to CACDA by Town and shall state an effective date of the termination that is no earlier than fourteen (14) days after the date of such written notification.

### Section 15. Reimbursement of Grant Funds

15.1 In the event that (i) OCR shall make a finding regarding the implementation of the Project that requires Town to pay to OCR or to HTFC, or to reimburse to Town's CDBG account from non-CDBG Funds, any amount of the OCR Grant funds, and (ii) It is expressly stated by OCR that such finding resulted in whole from, or was substantially based upon, CACDA's failure to meet its obligations pursuant to this Agreement in a manner acceptable to OCR; then Town shall have the right to receive from CACDA, and CACDA shall have the obligation to pay to Town, the lesser of (i) a sum equal to the amount Town is required by the OCR finding to pay to OCR or reimburse to Town's CDBG account, or (ii) the amount of CDBG Funds disbursed to CACDA by Town pursuant to this Agreement. Town shall exercise such right of receipt by written notification to CACDA which includes an assertion of such right, the amount of CACDA's obligation, and written evidence of the applicable OCR finding. CACDA shall effect such payment to Town within twenty-one (21) calendar days of its receipt of such notification.

15.2 In lieu of effecting its full payment obligation pursuant to Section 15.1 of this Agreement in cash funds, CACDA may elect to make an assignment to Town of any and all obligations of Empire originating from CACDA's use of OCR Grant funds, such assignment to include promissory notes and any other loan instruments executed in connection therewith. If such assignment is made by CACDA to Town, then the total amount of CACDA's obligation to Town pursuant to Section 15.1 of this Agreement shall be reduced by the total principal amount owing on the note or notes so assigned. For the purposes of this Section 15.2, principal

amounts owing shall not include principal amounts that are subject to express conditional forgiveness provisions of any note, unless the conditions for forgiveness have not been satisfied and the obligation of Empire to repay such principal amounts has been or can be accelerated under the terms of the note or other loan instruments.

15.3 Notwithstanding any other provision of this Section 15, in the event that (i) OCR effects a closeout of the OCR Grant, and (ii) at the time of such closeout, there are no pending monetary findings by OCR that resulted in whole from, or were substantially based upon, CACDA's failure to meet its obligations pursuant to this Agreement in a manner acceptable to OCR, then CACDA's performance of the Statement of Work shall be deemed satisfactory and CACDA shall henceforth have no payment obligations to Town pursuant to this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered by their proper and duly authorized offices as of the day and year first above written.

TOWN OF CAZENOVIA, NEW YORK

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

CAZENOVIA AREA COMMUNITY DEVELOPMENT ASSOCIATION

By: \_\_\_\_\_  
Kristi Anderson, President

\*\*\*\*\*

**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. 145 adopted.**

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**Resolution No. 146 presented by Councilor Race, seconded by Councilor Andersen** to designate William N. Zupan as the Town of Cazenovia's Fair Housing Officer and Labor Standards Compliance Officer until a further resolution of the Town of Cazenovia Town Board appoints a different individual to said positions.

<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. 146 adopted.**

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**Resolution No. 147 presented by Councilor Moran, seconded by Councilor Andersen** to appoint Sharon Cooney as a member of the Gothic Cottage Citizens Advisory Committee to serve as the replacement for Mary Pringle Symonds who moved from Cazenovia.

<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. 147 adopted.**

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**Resolution No. 148 presented by Councilor Race, seconded by Councilor Andersen**

The Town of Cazenovia is hereby authorized to sell and transfer 40 benthic mats (as such mats are surplus to the Town) to the City of Ithaca for a cash sum of \$ 10,000.00. The City shall arrange for transportation at its sole cost and expense. Proceeds of such funds shall be allocated to General Fund A, A2701 Refunds from prior 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. 148 adopted.**

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**Resolution No. 149 presented by Councilor Race, seconded by Councilor Moran**

**AUTHORIZING THE NORTHEAST TOWN DRAINAGE SYSTEM  
IMPROVEMENTS AND NEGATIVE DECLARATION**

**WHEREAS**, the Town of Cazenovia (“Town”) has previously established its recognition of the importance of curtailing the impacts of erosion and the protection of Town infrastructure incidental to stormwater management and drainage concerns throughout certain parts of the Town; and

**WHEREAS**, the Town has engaged the Town’s Consulting Engineer to review instances of localized flooding in northeastern portions of the Town; and

**WHEREAS**, the Town’s Consulting Engineer has prepared an analysis of certain areas of the Town which have been impacted by flooding, standing water and other deleterious effects of localized flooding and stormwater flows; and

**WHEREAS**, the Town’s Consulting Engineer has prepared a summary report of potential projects in three (3) separate areas of the Town (identified therein as “Project Site 1,” “Project Site 2” and “Project Site 3”); and

**WHEREAS**, the Town of Cazenovia desires to address these issues of localized flooding, which have impacted Town roads and infrastructure and to generally protect the health, safety and welfare of the citizens of the Town of Cazenovia; and

**WHEREAS**, the actions to be considered would entail the installation of drainage facilities in the various identified Project Sites, all as more fully set forth in the Drainage Report (dated July 9, 2014) prepared by Dunn & Sgromo Engineers, PLLC; and

**WHEREAS**, the Town’s Consulting Engineer has also prepared an estimate of the expenses necessary to address these issues of localized flooding and stormwater concern; and

**WHEREAS**, the three (3) projects would potentially result in the expenditure of approximately Five Hundred Thousand Dollars (\$500,000.00) in total; and

**WHEREAS**, the Town Board is investigating the best methods to finance said projects with anticipated construction occurring in 2015 and 2016, depending on available funding; and

**WHEREAS**, Volume 6 N.Y.C.R.R. Part 617 of the Regulations relating to Article 8 of the Environmental Conservation Law of New York (SEQRA), requires that as early as possible and within twenty (20) days of a complete project proposal, an involved agency shall make a determination whether a given action is subject to the aforementioned law; and

**WHEREAS**, the Town has caused to be completed and submitted a Short Environmental Assessment Form and the same has been reviewed and considered by the Town Board, along with the other submissions prepared by the Town’s Consulting Engineer.

**NOW THEREFORE, BE IT RESOLVED**, that the Town Board of the Town of Cazenovia hereby notices all agencies involved, if any, that it shall be lead agency for this proposed action; and it is further



**RESOLVED**, that the Town Board of the Town of Cazenovia hereby determines that the proposed action is an Unlisted Action, that the action does not involve any federal agency and the proposed action does not involved more than one (1) agency; and it is further

**RESOLVED**, that the Town Board of the Town of Cazenovia hereby determines that the proposed action will not have a significant adverse effect on the environment, and that this resolution shall constitute a Negative Declaration for purposes of Article 8 of the Environmental Conservation Law, Volume 6 of N.Y.C.R.R. Part 617, for the following reasons:

1. The proposed action includes the undertaking of the construction of certain stormwater control and drainage facilities in three (3) Project Site areas of the Town of Cazenovia, including Ridge Road (between Ten Eyck Avenue and Wright Road) and East Lake at Seven Pines/Wright Road (Project Site #1); Ridge Road at Jephson Estates (Project Site #2); and Syossett Drive/Lincklaen Road/Ferndell Road/Ten Eyck Avenue (Project Site #3). The action will involve the disturbance of lands less than ten (10) acres in total;
2. The proposed action will involve the installation of various sized culvert pipes along existing Town and County Highways, the installation of catch basins, check dams, swales and storm piping along said existing rights-of-way;
3. While there may be some temporary disturbance of lands in the specific work areas, no long-term effects or impacts are anticipated, particularly since appropriate erosion control measures will be utilized in the construction process;
4. The proposed action is consistent with the Town's Comprehensive Plan insofar as it will serve to protect existing roadways and infrastructures, as well as improve the quality of water in Cazenovia Lake and along Chittenango Creek;
5. The proposed action will have no impacts on any established critical environmental areas; will have no impacts on energy conservation or renewable energy opportunities;
6. The proposed action will have no impact on wastewater treatment facilities, public and/or private water supplies;
7. The proposed action will occur in areas where there has not been an identified important historic, archaeological, architecture or aesthetic resource;
8. The proposed action will not result in an adverse change to any natural resource, including wetlands, water bodies, groundwater, air quality, flora, fauna, etc. In fact, it is anticipated that the drainage improvements will improve the quality of the water found in local water bodies, wetlands and groundwater;
9. The proposed action will not result in an increase in the potential for erosion, flooding or drainage. In fact, the actions undertaken are done so in order to address such issues in a positive manner;
10. No other areas of concern have been identified by the public or the Town Board;

and it is further

**RESOLVED** that the Town of Cazenovia hereby establishes its intent to undertake, subject to obtaining appropriate funding, the specified drainage improvements identified in the Dunn & Sgromo Engineers, PLLC's report, dated July 9, 2014 (as amended); and it is further

**RESOLVED** that such work shall be undertaken pursuant to the letting of appropriate public contracts in accordance with the plans presented and as approved by the Town of Cazenovia subject to all additional requirements.

**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. 149 adopted.**

*Councilor Moran added this is also a benefit to Cazenovia Lake because stormwater runoff and transport of sediment to the lake will be reduced. She said John Dunkle is also sizing the new infrastructure for future storm events and the overall project will benefit the community and our resources.*

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**Resolution No. 150 presented by Councilor Race, seconded by Councilor Andersen** to approve the refund of \$ 115.00 to Robert & Alicia Ashenburg for an unused Site Plan Application Fee.

**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. 150 adopted.**

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**Resolution No. 151 presented by Councilor Race, seconded by Councilor Moran**

**CHILLY CHILI RUN**

to approve the use of Ten Eyck Avenue, Lincklaen Road, and Syosset Drive, for the “2015 Cazenovia Jewelry Chilly Chili 5K Run/ Walk” scheduled for Sunday, January 11, 2015 commencing at 1:00 PM. It is understood that the New York State Police and the Cazenovia Village Police Department will be utilized 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 describing the name of the activity, including date and time must be filed with the Town Clerk and must be maintained throughout the date of the event. If the area of the town owned “Green,” located between Emory Avenue and Green Street will be utilized for the start and conclusion of the race that must also be noted for coverage on the insurance certificate.

**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. 151 adopted.**

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**Resolution No. 152 presented by Councilor Race, seconded by Councilor Andersen to approve the following 2014 budget transfers:**

**2014 Budget Year**

**General Fund B**

Transfer budget from Contingency to Watershed Protection PS to cover Highway Employee hours on Lake Harvester and related Employer’s Portion of Social Security.

To: B8740.1 Watershed Protection PS	\$3,000.00
To: B9030.8 Town’s Portion Social Security	230.00
From: B1990.1 Contingency	(3,230.00)

**Highway Fund DA**

To appropriate Fund Balance we must make a calculation that Fund Balance is available in Highway Fund DA by running the following calculation to prove that Fund Balance is available:

**Present Year Budget:**

SL510 Estimated Revenues	\$96,205.00
Plus SL599 Appropriated Fund Balance	<u>00,000.00</u>
Subtotal	\$96,205.00

*Present Year Actual:*

SL980 Actual Revenues to Date	\$287,882.13
Plus Other Revenues Expected by year end	1,100.00
Plus 909 Fund Balance at beginning of year	<u>107,569.09</u>
Subtotal 1	\$396,551.22
Less previously appropriated for other uses (highway equipment, sand, salt)	<u>212,332.10</u>
Subtotal 2	\$184,219.12
<b>Actual Subtotal 2 less Budgeted Subtotal = Amount Available</b>	<b>\$88,014.12</b>

Appropriate Fund Balance to increase budget for Machinery EQ to pay for pick-up approved for purchase as per Town Board resolution # 128-2014 adopted September 8, 2014.

To: DA5130.2 Machinery EQ	\$32,000.00
From: DA599 Appropriated Fund Balance	(32,000.00)

**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. 152 adopted.**

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**Resolution No. 153 presented by Councilor Driscoll, seconded by Councilor Andersen**

In Recognition of

*James G. Wheelin*

**WHEREAS**, for over ten years he has been a dedicated employee and exemplary public servant of the Town of Cazenovia, and

**WHEREAS**, his service and skills were called upon day and night, through all kinds of challenging weather to keep travel conditions safe for all residents and visitors of our town, and

**WHEREAS**, his role of Deputy Highway Superintendent demonstrated his responsibility and ability to manage and delegate, in the absence of the Highway Superintendent, and

**WHEREAS**, his dedication and helpfulness at all times set an example for others.

**NOW THEREFORE BE IT RESOLVED**, the Cazenovia Town Board hereby salutes James G. Wheelin for his outstanding service and bestows best wishes for a long and happy retirement.

<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. 153 adopted.**

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**Resolution No. 154 presented by Councilor Moran, seconded by Councilor Driscoll**

In Recognition of

***Barbara K. Howland***

**WHEREAS**, for over six years she has been a dedicated employee and exemplary public servant of the Town of Cazenovia, and

**WHEREAS**, she has served as Secretary to the past three Supervisors of the Town of Cazenovia and her outstanding organizational skills and thoroughness helped provide each of them success during their tenure, and

**WHEREAS**, she acted as Water District Collector for the three Town of Cazenovia water districts and continuously maintained accurate, concise and balanced records, and

**WHEREAS**, she utilized her Notary Public designation as a service to the citizens throughout the community, and

**WHEREAS**, she maintained the Town of Cazenovia website and updated it daily and continuously to keep it as current, accurate and “user-friendly” as possible, and

**WHEREAS**, her dedication, helpfulness and professionalism at all times set an example for others.

**NOW THEREFORE BE IT RESOLVED**, the Cazenovia Town Board hereby salutes Barbara Howland for her outstanding service and wishes her enjoyment and success in the years ahead.

<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. 154 adopted**

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**Attorney's Report:** John Langey reported that he continues to have dialogue with Department of Agriculture & Markets. He gave Ag. & Markets an update almost two weeks ago regarding the current status of the Special Events Law and Noise Ordinance that is before the Town Board. He informed Ag. & Markets the Town Board would like the possible legislation commented on. He said there is an application before the Planning Board for Owerla Vineyards and the noise expert is on site taking ambient noise measurements and the work should be finished by November 8th. He said once there are ambient noise measurements the readings will be used to assist the Planning Board in understanding the impact the new building may have. He said the "science" the Planning Board will get from the Town expert and Owerla's expert on the sound that will emanate from an event involving music. He said he will provide an update at the next meeting. He further reported there will be a meeting with Councilor Andersen to discuss potential amendments to zoning laws to coincide with the Farmland Protection Grant.

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**Supervisor's Report:** Supervisor Zupan reported the Town budget was passed earlier this evening. He said he is working on setting up a Town water district for East Lake Road and 7 Pines, which is in the preliminary stages. He further stated he is working on a possible water line up Route 20 to the factories in Nelson. He said, on the County-level, the budget will be passed by the end of November.

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**Councilor Race** (Highway Department, South Cemetery & Water Districts): Reported the Highway Department is preparing for winter, the harvester is in the highway garage awaiting winter rehab and maintenance. Monday, November 3rd, winter hours started at the Highway Department..

**Councilor Andersen** (Planning & Zoning, CACDA, Shared Services, CACC): Reported on the grant from New York State to analyze the "laws on the books" to coincide with the Farmland Protection Plan. She further said Supervisor Zupan had previously mentioned the Town would be the conduit for a big grant on behalf of Empire Farmstead Brewery. The grant is for \$ 500,000 and it is to Empire in support of providing jobs to middle and low-income employees. The Town will get the money and give it to CACDA who in turn will give a loan to Empire for machinery, etc. and there is criteria they have to satisfy which includes the creation of 35 jobs.

John Langey said, it was his understanding, if Empire meets the requirements of the loan, it gets forgiven.

Councilor Andersen also reported the Governor Cuomo announced as part of the Farmland Protection Implementation Grant that a total of 6,400 acres are protected in 21 different areas of farmland; four being in Central New York and one in Cazenovia. The Pushlar Farm in Cazenovia is a 560+ acre dairy farm comprised of two family farms east of the village on Fenner Road. She stated it is a good, green buffer for the Town and Village. She said one change is that as in previous applications, (Critzes, Reed Farm) the Town was the applicant, but now land trusts such as the Cazenovia Preservation Foundation (CPF) are allowed to be the applicant.

**Councilor Moran** (Future of the Gothic Cottage & Cazenovia Lake Watershed Council): *Reported on the Future of the Gothic Cottage and said Pringle Symonds recently moved to the Philadelphia area so Sharon Cooney took her place on the Committee. She stated they have not heard back from Holmes, King, Kallquist & Associates (HKK) about the analysis of the village municipal building, but she will follow-up with her contact. She stated she met with Stanley Maziuk of the Cazenovia Lake Watershed Council and they developed an agenda for the Cazenovia Lake Summit which will be Saturday, November 22nd at 9:00 a.m. in the upstairs room of the Municipal Building. She said speakers will include Scott Kishbaugh of the Department of Environmental Conservation, Bob Johnson of Racine-Johnson Aquatic Ecologists, Daniel Kopec of SUNY Oneonta, Thad York of Cazenovia College and reports from the Town, Village and Lake Association.*

**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 the Village and Town met to assess the Joint Youth Recreation program from this past summer. He said it was probably the most successful one they ever had; the attendance was over 140 children. He said Elizabeth Digiacomio, the Program Director, had a range of activities for the kids to do. He said it was also done under-budget. He stated they are currently exploring the possibility of continuing swimming lessons in the winter months at the College. He further reported, in regards to analyzing space/buildings, he met with the Superintendent of Cazenovia Central Schools and the President of the School Board. He said class sizes are down to about 90 pupils in a class. He stated the School Board has hired a consultant that has expertise with helping districts with the use of facilities.*

**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:** There were no 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 Race, seconded by Councilor Moran to approve payment of the bills. The motion was unanimously approved.**

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**Motion by Councilor Race, seconded by Councilor Driscoll to adjourn this meeting. The motion was unanimously approved.**

**Supervisor Zupan declared this meeting adjourned.**

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