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## 2003 INDEX OF RESOLUTIONS

### REGULAR TOWN BOARD MEETING JANUARY 2003

#### 1. Year End Budget Modifications 2002

FUND	ACCOUNT	MODIFICATION
GENERAL A		
	1010.1	INC. .04
	1220.1	INC .02
	1410.4	INC. 407.09
	1450.4	INC. 1103.94
	1620.4	INC. 4784.94
	1670.4	INC. 2539.07
	3510.4	INC. 6.00
	5010.4	INC. 27.89
	7310.4	INC. 1506.00
	9010.8	INC. 461.68
	9055.8	INC. 219.25
	1110.4	DEC. 1230.50
	1220.4	DEC. 584.92
	1410.1	DEC. 2931.04

	1420.4	DEC. 2788.40
	1460.4	DEC. 2276.38
	1990.4	DEC. 1245.49
GENERAL PART TOWN B		
	3620.1	INC. 9.10
	8010.1	INC. 93.94
	9055.8	INC. 11.25
	9060.8	INC. 147.44
	TOT. 261.73	
	1990.4	DEC. 261.73
HIGHWAY TOWN WIDE DA		
	5120.1	INC. 9108.64
	5120.4	INC. 287.79
	5130.1	INC. 2123.36
	5130.2	INC. 24826.00
	9010.8	INC. 2053.36
	TOT. 38399.15	
	5140.1	DEC. 2401.22
	5140.4	DEC. 748.02
	5142.1	DEC. 11888.29
	5148.1	DEC. 15512.50
	9030.8	DEC. 1250.61
	9060.8	DEC. 551.17
	TOT. 31104.20	
HIGHWAY PART TOWN DB		
	5110.1	INC. 7648.64
	5112.2	INC. 10911.21
	9010.8	INC. 553.67
	9030.8	INC. 624.82
	9055.8	INC. 6.87
		TOT 19745.21
	5110.4	DEC. 9463.45
	9060.8	DEC. 414.19
	TOT. 9877.64	

## 2. Monthly Town Board Meetings

**BE IT RESOLVED**, the Regular Monthly Board meetings of the Ulysses Town Board will be held on the second Tuesday of each month at 7:30 PM in the Ulysses Town Hall at 10 Elm Street, Trumansburg, NY. Board review of monthly claims will begin at 7:00 PM prior to each scheduled Regular Board Meeting.

### 3. News Media

**BE IT FURTHER RESOLVED** the designated news media is advised of the foregoing schedule and those meeting notices are posted, in accordance with the open meeting law, on the clerk's bulletin board.

### 4. Mileage

**BE IT RESOLVED** mileage at a rate of 36.0 cents per mile shall be paid to Town Officials and employees conducting official business and driving their personal vehicles and that such mileage shall be reported on the appropriate forms provided.

### 5. Highway Superintendent Incur Expenses to \$3000

**BE IT RESOLVED** the Highway Superintendent is authorized to incur expenses not to exceed \$3000.00 for repairs and maintenance of highway equipment without prior Board approval.

### 6. Building/Maintenance Incur Expenses to \$1000

**BE IT RESOLVED** the Building and Maintenance Chairman be authorized to incur expenses not to exceed \$1000.00 for emergency repairs and maintenance following established procurement policy procedures.

### 7. Bond Undertakings

**BE IT RESOLVED** the following bond undertakings for Town Officials is hereby approved as follows:

A. Town Clerk/Tax Collector	\$250,000
B. Justices (2)	\$4,000 each
C. Court Clerical	\$4,000
D. Code Enforcement Officer	\$1,000
E. Highway Superintendent	\$1,000
F. Town Supervisor	\$500,000
G. Deputy Supervisor	\$15,000
H. Deputy Town Clerk	\$15,000

### 8. Annual Report

**BE IT RESOLVED** in lieu of the report required by Town Law Section. 29(10), the Supervisor be and hereby is authorized to submit to the Town Clerk a copy of his annual report to the State Comptroller and that the Town Clerk shall cause a summary thereof to be published in accordance with the law.

### 9. Designated Official Publications

**BE IT RESOLVED** the Ithaca Journal and/or The Trumansburg Free Press shall be and are hereby designated as the official Town publications.

### 10. Designated Depository

**BE IT RESOLVED** the Tompkins County Trust Company is designated as depository in which the Supervisor, Town Clerk, Justices, and other employees by virtue of their offices, shall deposit all monies coming into their hands and,

**FURTHER RESOLVED** the Town investments can be made at other banks as outlined in the Towns investment policy.

### 11. Pay Contacts in Advance

**BE IT RESOLVED** the Town Board authorizes the Supervisor to pay in advance of audit of claims for utilities, postage and contractual agreements which if delayed may result in loss of discounts or the accrual of service charges.

### Supervisor Appointments for 2003

A. Town Historian	Esther Northrup
B. Deputy Supervisor	Carolyn Duddleston
C. Liaison to Highway Dept.	Bob Weatherby
D. Building Maintenance	Doug Austic
E. Liaison Planning/Zoning	Sue Poelvoorde
F. Liaison to Village BD	Doug Austic
G. Liaison to Justice CT	Lee Scott

### Town Board appointments for 2003:

A. Code Enforcement Officer	Alex Rachun
B. Deputy Zoning Officer	John Fahs
C. Deputy Code Enforcement	Contract Village
D. Planning Board Chair	Richard Coogan
E. Bookkeeper	Doug Austic
F. Zoning Board Member & Chair	George Tseleki (exp12/07)
G. Rep. Human Services Coal	Vacant (to be advertised)
H. Board of Assessment Review (2)	Stover / Duddleston
I. Election Custodians (2)	Bennett / Northrup
J. Cleaning Contract	Laurie MacCheyne
K. County Youth Bureau Rep	Ben Curtis (advertise)
L. Joint Youth Comm. Liaison	Alex Rachun
M. Rep. Cable Commission	Doug Austic
N. Town Attorney	Bruce D. Wilson
O. EOC	Vacant (to be advertised)
P. EMC	Christian Boissonnas
Q. TCMOA Planning Rep.	Dick Coogan, Doug Austic
R. Planning Board Member	Dick Coogan (exp 12/09)
S. Reps. to Joint Youth Comm.	Deb Austic/M. Vonderweidt To be advertised
T. Ithaca/Tompkins County Transportation Council Planning Committee	Sue Poelvoorde
U. Ithaca/Tompkins County Transportation Council Policy Committee	Doug Austic
V. TC Emergency / Disaster Comm.	Jack Fulton (Fire Dept.)
W. TCAD Representative	Peter Penniman



X. Fair Board Liaison  
Y. Fire Department Liaison

Robert Weatherby  
Carolyn Duddleston

## 12. Salaries and Wage Schedule

**BE IT RESOLVED** the following is the schedule of salaries and wages for 2003:

### **ELECTED OFFICIALS:**

Town Supervisor	10,000 yr
Town Council (4)	3,219.50 (ea) yr
Town Clerk/Collector	37,950 yr
Highway Superintendent	44,795 yr
Town Justice (2)	12,351 (ea) yr

### **APPOINTED OFFICIALS AND EMPLOYEES**

Deputy Town Clerk	\$12.48/hr
Deputy Supervisor	negotiated as needed
Bookkeeper	\$15,875 yr
Zoning Officer	\$24,200 yr
Deputy Zoning Officer	\$12.48/hr
Building Inspector	\$14,387 yr
Justice Clerical	\$25,203 yr
Planning/Zoning Clerk	\$12.48 hr
Deputy Highway Superintendent	\$16.42 hr
Highway Employees	\$15.92 hr

## 13. Time Cards

**BE IT RESOLVED** all employees shall turn in a time card by the end of the last day of the pay period, salaried employees shall do the same stating time used for vacation, sick time, holiday or other time off to maintain accurate records of benefit time used. No pay will be issued without the presence of a time card.

## 14. Agenda Request

**BE IT RESOLVED** any individual wishing to be on the agenda, advise the Supervisor of that intent at least one week prior to the scheduled meeting.

## 15. Special Needs

**BE IT RESOLVED** any individual having any special needs and wishing to attend a meeting please advise the Town Clerk of the special requirements at least one week prior to the meeting. (ADA)

## 16. Department Audit

**BE IT RESOLVED** that the Town Board of the Town of Ulysses will do the Annual Audit of the books for each department on January 18<sup>th</sup>, 2003 at 9:00 AM.

### **17. Sign Fire Contract**

Supervisor is authorized to sign the 2003 contract for Fire Protection by the Trumansburg Fire Department.

## **PUBLIC INFORMATIONAL MEETING JANUARY 21, 2003**

### **Draft Zoning Ordinance**

## **PUBLIC HEARING JANUARY 30, 2003**

### **Change in Koskinen DD**

## **REGULAR TOWN BOARD MEETING FEBRUARY 11, 2003**

### **18. Establish Capital Reserve Fund in B Fund**

**Be it Resolved** that the Town Board of the Town of Ulysses establish Reserve Capital Fund B in the amount of \$9000 (for Capital Projects) and \$20,000 into a Reserve B Fund to pay for upfront Water District expenses as they may come along.

### **19. Sign "Scope of Additional Service" with Barton & Loguidice**

**BE IT RESOLVED** that the Town Board of the Town of Ulysses authorizes Supervisor Austic to sign the "Scope of Additional Service" with Barton & Loguidice to prepare temporary and permanent easement descriptions necessary for water main construction as shown on the January 2003 Contract Drawings:

- Strip/Corner easement: 23 permanent
- Highway crossing related easement (six crossings): 10 temporary, 8 permanent
- Stream crossing related easement (eight crossings): 12 temporary, 12 permanent

### **20. Map, Plan, Report for Water District #4**

**BE IT RESOLVED** that the Town Board of the Town of Ulysses authorizes Supervisor Austic to sign "Scope of Services" to do the Map, Plan & Report for Water District #4 in the amount of \$1500. This fee will be billed back to the district.

### **21. Scope of Service With Barton & Loguidice for Waterburg Rd / Indian Fort Road**

**BE IT RESOLVED** that the Town Board of the Town of Ulysses authorize Supervisor Austic to sign the "Scope of Service" for the proposed engineering services in relationship to the Waterburg/Indian Fort Road Water District as previously described in the amount of \$5500.

### **22. Scope of Service With Barton & Loguidice for SPDES Phase II Stormwater Engineering**

**BE IT RESOLVED** that the Town Board of the Town of Ulysses authorizes Supervisor Austic to sign the "Scope of Service" for SPDES Phase II Stormwater Engineering Services presented by Barton & Loguidice in the amount not to exceed \$2500

## 23. Tompkins County Multi-Jurisdictional Pre-Disaster Mitigation Grant Application

**Whereas**, the Federal Disaster Mitigation Act of 2000 encourages and rewards local governments that initiate pre-disaster planning to identify and mitigate, where practicable, natural, technological, and human-caused hazards within their communities, and to promote the development of more disaster resistant communities, and

**Whereas**, residents of the Town of Ulysses are vulnerable to potential hazards, including: 1) natural hazards, such as flooding, severe weather (including summer storms, windstorms, tornadoes, snowstorms, and ice storms), fire, drought, and other natural hazards, 2) technological hazards, such as transportation accidents and hazardous material spills, and 3) human-caused hazards, such as civil unrest, riots, and acts of terrorism, and

**Whereas**, a hazard mitigation plan that addresses these potential disasters will help improve the ability the Town of Ulysses to minimize the loss of life and property and disruption to the economic well-being of the community due to a disaster, and to lay the foundation for a speedier recovery should a disaster strike, and

**Whereas**, by November 2004, participation in the development and adoption of an All-Hazard Mitigation Plan will be required to receive State and Federal funding for certain capital improvements and other hazard mitigation initiatives, and

**Whereas**, the New York State Emergency Management Office is administering a competitive Pre-Disaster Mitigation grant program that reimburses successful applicants 75% of the cost of preparing an All-Hazard Mitigation Plan,

**Whereas**, representatives of the Town of Ulysses have participated in discussions with interested municipalities regarding preparing a grant application and All-Hazard Mitigation Plan with multiple jurisdictions in Tompkins County,

**Whereas**, the Tompkins County Planning Department has agreed to facilitate the completion of a Pre-Disaster Mitigation grant application and to oversee and administer the preparation of a Multi-Jurisdictional All-Hazard Mitigation Plan for Tompkins County, and

**Whereas**, a cost allocation structure to pay for the 25% local contribution required by grant recipients to prepare the All-Hazard Mitigation Plan has been discussed by the participating municipalities, now therefore be it

**Resolved**, that the Town of Ulysses hereby supports the preparation of a grant application to develop a Multi-Jurisdictional All-Hazard Mitigation Plan and authorizes the Tompkins County Planning Department to coordinate the development of a Pre-Disaster Mitigation grant application for Tompkins County, and be it further

**Resolved**, that in the event that the grant application is funded, the Town of Ulysses agrees to actively participate in the development of a Multi-Jurisdictional All-Hazard Mitigation Plan, and be it further

**Resolved**, that in the event that the grant application is funded, the Town of Ulysses agrees to contribute matching funds or in-kind services in the amount not to exceed \$3000 for the preparation of a Multi-Jurisdictional All-Hazard Mitigation Plan.

## **REGULAR TOWN BOARD MEETING MARCH 11, 2003**

### **24. Bonding Resolution Water District #3**

BOND RESOLUTION DATED MARCH 11, 2003

A RESOLUTION AUTHORIZING THE ACQUISITION, CONSTRUCTION AND INSTALLATION OF A WATER SUPPLY AND DISTRIBUTION SYSTEM TO RESIDENTS OF THE AREA ESTABLISHED AS THE TOWN OF ULYSSES WATER DISTRICT NO. 3 IN THE TOWN OF ULYSSES AUTHORIZING THE ISSUANCE OF SERIAL BONDS OF THE TOWN OF ULYSSES, TOMPKINS COUNTY, NEW YORK, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$3,230,000 PURSUANT TO THE LOCAL FINANCE LAW TO FINANCE SAID PURPOSE AND DELEGATING THE POWER TO ISSUE BOND ANTICIPATION NOTES IN ANTICIPATION OF THE SALE OF SUCH BONDS TO THE TOWN SUPERVISOR.

BE IT RESOLVED, by the Town Board of the Town of Ulysses, Tompkins County, New York (the "Town") (by the favorable vote of not less than two-thirds of all of the members of the Town Board) as follows:

SECTION 1. The specific purpose (hereinafter referred to as "purpose") to be financed pursuant to this resolution is the acquisition, construction, and installation of a water supply and distribution system to residents of the area established as the Town of Ulysses Water District No. 3 of the Town, consisting of the installation of approximately 9.2 miles of 8-inch, 10-inch, and 12-inch water mains to run generally along NYS Route 96 in the Town, from the Town boundary with the Town of Ithaca to the western end of Cold Springs Road, water services, valves, hydrants and other appurtenants to convey potable water obtained from a connection to the existing Town of Ithaca water system, a new booster pumping station located on Woolf Lane in the Town of Ithaca and water storage to be provided by a new 208,000 gallon water storage tank located on VanDorns Corners Road, at its intersection with Iradell Road (the "Project"). The estimated maximum cost of said purpose is \$3,230,000.

SECTION 2. The Town Board plans to finance the total cost of said purpose through the issuance of serial bonds in an amount not to exceed \$3,230,000 of said Town, hereby authorized to be issued therefor pursuant to the Local Finance Law, including the placement of such obligations through a no interest, direct loan administered by the New York State Environmental Facilities Corporation ("EFC") through its Drinking Water State Revolving Loan Fund ("DWSRF") and from other

monies to be received from the Village of Trumansburg and a New York State Strategic Investment Program Grant.

SECTION 3. It is hereby determined that said purpose is an object or purpose described in subdivision 1 of paragraph (a) of Section 11.00 of the Local Finance Law, and that the period of probable usefulness of said purpose is 40 years.

SECTION 4. It is hereby determined that the proposed maturity of the obligations authorized by this resolution will be in excess of five (5) years.

SECTION 5. Current funds are not required to be provided prior to the issuance of the bonds authorized by this resolution or any notes issued in anticipation of such bonds pursuant to subdivision 9 of paragraph (d) of Section 107 of the Local Finance Law.

SECTION 6. The faith and credit of said Town are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. There shall annually be levied on all the taxable real property of said Town a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

SECTION 7. Subject to the terms and contents of this resolution and the Local Finance Law, and pursuant to the provisions of Sections 30.00, 50.00 and 56.00 to 63.00, inclusive, of said Law, the power to authorize bond anticipation notes in anticipation of the issuance of the serial bonds authorized by this resolution and the renewals of said notes and the power to prescribe the terms, form and content of said serial bonds, and said bond anticipation notes, and the power to sell and deliver said serial bonds and any bond anticipation notes issued in anticipation of the issuance of such bonds, is hereby delegated to the Town Supervisor, the Chief Fiscal Officer of the Town. The Town Supervisor is hereby authorized to sign any serial bonds issued pursuant to this resolution and any bond anticipation notes issued in anticipation of the issuance of said serial bonds, and the Town Clerk is hereby authorized to affix the corporate seal of said Town to any of said serial bonds or any bond anticipation notes and to attest such seal.

SECTION 8. Pending the sale of the bonds and bond anticipation notes herein authorized, the temporary use of funds from the Town's general fund, pursuant to the provisions of Section 165.10 of the New York Local Finance Law, is hereby authorized. The Town reasonably expects to reimburse such temporary expenditures with the proceeds of the bonds and bond anticipation notes authorized by Sections 2 and 7 of this resolution. This resolution shall constitute the Town's "official intent" to reimburse such temporary expenditures in accordance with the United States Treasury Regulation 1.150-2.

SECTION 9. The Town Supervisor is further authorized to take such actions and execute such documents as may be necessary to ensure the continued status of the interest on the bonds authorized by this resolution, and any notes issued in anticipation thereof, as excludable from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and to designate the bonds authorized by this resolution, and any

notes issued in anticipation thereof, as “qualified tax-exempt obligations” in accordance with Section 265(b)(3) of the Code.

SECTION 10. Pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended and the regulations adopted pursuant thereto by the Department of Environmental Conservation of the State of New York (collectively referred to hereinafter as “SEQRA”), the Town, as Lead Agency (as said quoted term is defined in SEQRA) completed a coordinated review with all involved agencies for purposes of SEQRA compliance. By resolution dated August 14, 2001, the Town, upon review of a Full Environmental Assessment Form (the “EAF”) determined (i) that the acquisition, construction and installation the Project constitutes a “Type I Action” (as said quoted term is defined in SEQRA) which will not have a significant effect on the environment, and (ii) as a consequence of the foregoing, issued a Negative Declaration with respect to the Project, a copy of which shall be filed in the main office of the Town in a file that is readily accessible to the public and, therefore, no other determination or procedures under SEQRA is required.

SECTION 11. The validity of said serial bonds or of any bond anticipation notes issued in anticipation of the sale of said serial bonds may be contested pursuant to Section 80.00 of the Local Finance Law only if:

(1) Such obligations are authorized for an object or purpose for which said Town is not authorized to expend money, or

(2) The provisions of law which should be complied with at the date of the publication of this resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of such publication, or

(3) Such obligations are authorized in violation of the provisions of the Constitution of New York.

SECTION 12. The Town Clerk is hereby authorized and directed to publish this resolution, or a summary thereof, together with a notice in substantially the form provided by Section 81.00 of the Local Finance Law, in The Ithaca Journal, a newspaper having a general circulation in said Town and hereby designated as the official newspaper of said Town for such publication.

SECTION 13. The firm of Hiscock & Barclay, LLP is hereby appointed Bond Counsel of the Town in connection with the bonds and notes herein authorized.

SECTION 14. This resolution shall not be subject to permissive referendum.

SECTION 15. This resolution shall become effective immediately upon its adoption.

## **26. Representative Cayuga Medical Center**

BE IT RESOLVED that the Town Board of the Town of Ulysses appoints Roger N. Rector to be the representative of the Town to Cayuga Medical Center for a term of 2 years

## 27. File For "Eminent Domain" Woolf Lane Property

BE IT RESOLVED that the Town Board of the Town of Ulysses direct Attorney Bruce Wilson to proceed with the filing of "Eminent Domain" for the property located on Woolf Lane for Water District #3.

## REGULAR TOWN BOARD MEETING APRIL 8, 2003

## 28. Excessive Property Tax Burden

**Whereas**, New York State relies primarily on income tax and sales tax as a sources of revenue, while local governments and schools rely primarily on property tax and sales tax, and

**Whereas**, income taxes have been reduced significantly over the last 15 years under both Republican and Democratic administrations, and

**Whereas**, property taxes have been rising statewide at an accelerating rate, and

**Whereas**, State actions that shift expenses and impose new costs on local governments and school systems have been a driving force behind these property tax increases, and

**Whereas**, the STAR program provided significant property tax relief to homeowners, but this relief has been negated by further costs shifts that have overwhelmed the impact of STAR, and

**Whereas**, the total tax burden in New York State has now been transferred to an excessive degree onto property tax, and

**Whereas**, this excessive reliance on property tax results in an unfair allocation of taxes that harms particularly vulnerable businesses and homeowners, now therefore be it

**Resolved**, that the Town Board of the Town of Ulysses calls on the Governor and Legislature to resolve the current State budget crisis without resorting to measures that simply reallocate costs to schools and local government and force further property tax increases that will result in the loss of jobs and homes.

## 29. Establish Water District # 4

**Whereas**, the Town Board of the Town of Ulysses did duly form Ulysses Water District # 4 on December 10, 2002 and

**Whereas**, it has become apparent that a petition to extend water to other sections of the Town is under consideration, and

**Whereas**, Water District # 4, as established, does not plan for sufficient piping sizes to supply water other than to the residents for which it was formed,

**Now Therefore Be It Resolved**, the Town Board of the Town of Ulysses adopt the revised Map, Plan and Report for Ulysses Water District # 4 dated April 2003 amended to increase pipe sizes to 8 inch ductile iron with all upgrades to allow the future extension of the water district; and

**Be It Further Resolved**, the added cost of the above upgrades will be assumed by the Town as a town-wide expense, with the ability to charge future expansions for said upgrade, pursuant to Town Law section 192-a for excess water capacity.

### **30. Permissive Referendum to Remove Money for Water District #431.**

**Whereas**, the Town Board of the Town of Ulysses has resolved to create an excess water supply for Water District # 4 to plan for future expansion of the district.

**Whereas**, under the provisions of the revised Map, Plan and Report for April 2003 Ulysses Water District # 4, to be paid to Water District # 4 as a reimbursement of its expenses for future town benefit in an amount not to exceed \$11,847.00.

**Now Therefore Be It Resolved**, the Town Board of the Town of Ulysses advertise in the official newspaper for a permissive resolution allowing the expenditure of funds from the water development reserve fund in an amount not to exceed \$11,847.00 to fund the excess water supply created in the Ulysses Water District # 4 amended Map, Plan and Report April 2003.

### **31. Support of Senator Schumer's "Local Aid Stimulus Package of 2003"**

Authorizing Supervisor Austic to draft a letter in support of Senator Schumer's "Local Aid Stimulus Package of 2003" that provides one time Federal assistance to State and Local Municipalities during the fiscal crisis.

### **SPECIAL TOWN BOARD MEETING APRIL 21, 2003**

**Draft Zoning Ordinance**

### **SPECIAL TOWN BOARD MEETING APRIL 28, 2003**

**Draft Zoning Ordinance**

### **SPECIAL TOWN BOARD MEETING MAY 6, 2003**

### **32. Advertise for Construction Bids for Water District #3**

**WHEREAS**, Barton & Loguidice, P.C. has completed the engineering plans for the construction of Ulysses Water District # 3, and



**WHEREAS**, Barton & Loguidice, P.C. has received responses from every agency wishing to make comments on the proposed plan and incorporated any relevant comments into the plan, and

**WHEREAS**, spring is finally here and construction season is upon us,

**BE IT THEREFORE RESOLVED** that the Ulysses Town Board duly advertises for construction bids for the Ulysses Water District # 3 project. The Town will place the suggested advertisement in the official newspaper and Barton & Loguidice will advertise in the Syracuse/Binghamton newspapers, Dodge/Construction Data/Builder's Exchange and by direct contractor notification where possible.

### **REGULAR TOWN BOARD MEETING MAY 13, 2003**

#### **33. Budget Modifications**

##### A FUND

Increase	A1620.2	by	\$2904.98
Increase	A1010.4	by	400.00
Increase	A1910.4	by	445.15
Increase 599 (Appropriated Fund Balance)			3750.13

##### DA FUND

Increase	DA5142.4	by	\$4626.64
Increase	DA5148.4	by	4635.97
Increase	599	by	9262.61
Increase	DA5130.2	by	35219.00 (New Ford 550)
Transfer from Equipment Reserve \$35219.00 as per Permissive Referendum			

**SPECIAL TOWN BOARD MEETING MAY 27, 2003**

**Draft Zoning Ordinance Review**

**BID OPENING MAY 29, 2003**

**Open Bids for Water District #3 Construction**

**SPECIAL TOWN BOARD MEETING JUNE 2, 2003**

**Draft Zoning Ordinance Review**

**SPECIAL TOWN BOARD MEETING JUNE 9, 2003**

**Draft Zoning Ordinance Review**

**REGULAR TOWN BOARD MEETING JUNE 10, 2003**

**34. Accepting Bids for Water District #3 - Contract to. 1 A (General Construction) to R. Meyers Contractors**

**WHEREAS:** Barton & Loguidice, P.C. (B & L) has reviewed the bids received for the Town of Ulysses Water District No.3 Water System Improvements, Contract No. 1 A (General Construction) that were received and opened by the Town of Ulysses on May 29, 2003. A certified tabulation of all bids received for Contract No. 1 A (General Construction) is on file. The following is a summary of the bids received for Contract No. 1 A (General Construction):

Contractor	Base Bid (Ductile Iron)	Alternate A Bid -PVC
Marcellus Const. Co.	\$ 2,867,845.91	\$ 2,367,715.01
Highlander Const. Co.	3,261,686.00	3,195,344.00
Dean Calice Const. Co.	2,772,905.00	2,553,083.00
R. Devinentis Const. Co	2,835,000.00	2,680,000.00
Villager Const. Co.	2,756,050.00	2,689,430.00
R. Myers Const. Co.	2,636,769.00	2,600,463.50

**WHEREAS:** As shown above, R. Meyers Contractors, Inc. submitted the low Base Bid for Contract 1 A. B & L have confirmed their bid and have contacted Mr. Richard Meyers of R. Meyers Contractors, Inc. subsequent to the bid opening, and he has indicated that they are comfortable with their bid and are therefore willing to enter into a contract with the Town and

**WHEREAS:** The bid of \$2,636,769.00 received by R. Meyers Contractors, Inc. is within the projects total General Construction budget of \$2,752,200, leaving \$115,431.00 available for General Construction contingency, which is sufficient for this Project and

**WHEREAS:** B & L contacted four (4) references provided by R. Meyers Contractors, Inc., and believe that they have the qualifications and experience to satisfactorily complete the work of Contract No.1A and

**WHEREAS:** The Alternate A Bids (PVC) would only be considered should the Base Bid (ductile iron) exceed the project's General Construction budget. Because the low Base Bid received by R. Meyers Contractors, Inc. is within the project's General Construction budget, there is no reason to consider award of the Alternate A Bid. Other reasons for the recommendation to award the Base Bid (ductile iron) include:

- The Town of Ithaca and Bolton Point have standardized on ductile iron pipe and have requested that Ulysses adopt this standard;
- Ductile iron pipe has a larger inside diameter than PVC, reducing headloss and increasing available flow;
- Ductile iron pipe can be directly tapped by Town personnel without the need for service saddles, which will reduce the cost of future connections;
- Live tapping of ductile iron pipe is generally considered to be safer than PVC pipe;
- Petroleum contaminants will not permeate ductile iron pipe. These contaminants are known to be present in the soil in and around Jacksonville.

Based on the above, and in accordance with Section 00100.15 of the Contract Documents, B & L recommend that the Town award the Town of Ulysses Water District No. 3 Water System Improvements, Contract No. 1A (General Construction) to R. Meyers Contractors, Inc. in the Base Bid (ductile iron) amount of \$2,636,769.00.

**NOW THEREFORE BE IT RESOLVED** that the Town Board of the Town of Ulysses award Contract to. 1 A (General Construction) to R. Meyers Contractors in the amount of \$2,636,769.00.

### **35. Accepting Bid for Contract No. 1B (Electrical Construction) to Blanding Electric, Inc.,**

**WHEREAS:** Barton & Loguidice, P.C. (B & L) has reviewed the bids received for the Town of Ulysses Water District No.3 Water System Improvements, Contract No.1B (Electrical Construction) that were received and opened by the Town of Ulysses on May 29, 2003. A certified tabulation of all bids received for Contract No.1 B (Electrical Construction) is on file. The following is a summary of the bids received for Contract No.1B (Electrical Construction):

<b><u>Contractor</u></b>	<b><u>Bid</u></b>
A. Pompo Electric	\$ 22,528.00
Blanding Electric	17,440.00
Micknich Electric	19,297.00

**WHEREAS:** Blanding Electric, Inc. submitted the low Bid for the Contract. B & L has reviewed their bid and found no errors. B & L contacted Mr. Phil Blanding subsequent to the bid opening and he indicated that they are comfortable with their bid as submitted and are therefore willing to enter into a contract with the Town and,

**WHEREAS:** B & L contacted four (4) references provided by Blanding Electric, Inc. and believe that they have the qualifications and experience to satisfactorily complete the work of Contract No.1 B and,

**WHEREAS:** Based on the above, and in accordance with Section 00100.15 of the Contract Documents, B & L recommend that the Town award the Town of Ulysses Water District No.3 Water System Improvements, Contract No. 1B (Electrical Construction) to Blanding Electric, Inc., for the bid amount of \$17,440.00,

**NOW THEREFORE BE IT RESOLVED** that the Town Board of the Town of Ulysses award Contract No. 1 B (Electrical Construction) to Blanding Electric, Inc., in the amount of \$17,440.00.

### **36. Sign the Scope of Additional Services with Barton & Loguidice**

**BE IT RESOLVED** that the Town Board of the Town of Ulysses authorizes Supervisor Austic to sign the Scope of Additional Services with Barton & Loguidice for an amount not to exceed \$5000 for the subcontract with Hartgen Archeological Associates, Inc. to perform the necessary Construction Phase Monitoring at the Dann House.

### **37. Agreement With The NYSEG To Provide The Additional Three Phase Installation For Water District #3**

**BE IT RESOLVED** that the Town Board of the Town of Ulysses authorizes Supervisor Austic to enter into a agreement with the NYSEG to provide the additional three phase installation for Water District #3 Booster Pump Station on Woolf Lane in the amount of \$16,096.00.

### **38. Sign Agreement With Barton & Loguidice**

**BE IT RESOLVED** that the Town Board of the Town of Ulysses authorizes the Supervisor Austic to sign an agreement for the services described above with Barton & Loguidice in a lump sum amount of \$3,900.

### **Local Public Water Law**

1. Prepare draft Local Public Water Law for Town review and approval by the Town Attorney and the Town Board. The contents of the proposed draft Local Public Water Law will be similar to Local Laws that we have developed for other Towns, and will include applicable provisions/requirements of the Southern Cayuga Lake Intermunicipal Water Commission and the Town of Ithaca. A proposed Table of Contents for the Local Public Water Law is on file.
2. Prepare a Short Environmental Assessment Form for the purposes of SEQR compliance.
3. Attend a Public Hearing to address Town concerns.
4. Prepare ten (10) copies of the Final Local Public Water Law.

### **Standard Specifications and Details for Water Facilities**

1. Prepare draft Standard Specifications and Details for Water Facilities for Town review and approval. The contents of the proposed Standard Specifications and Details for Water Facilities will be similar to Standard Specifications and Details that we have developed for other Towns and will include applicable provisions requirements of the Southern Cayuga Lake Intermunicipal Water Commission and Town of Ithaca. Specifications and details will be the same as those currently used for the Water District No.3 plans and specifications. A proposed Table of Contents for the Standard Specifications and Details for Water Facilities is on file.

2. Prepare a Short Environmental Assessment Form for the purposes of SEQR compliance;
3. Prepare ten (10) copies of the Standard Specifications and Details for Water Facilities.

### **39. Bond Anticipation Note with Tompkins County**

**BE IT RESOLVED** that the Town Board of the Town of Ulysses authorizes Supervisor Austic to enter into an agreement with Tompkins County Trust for a Bond Anticipation Note not to exceed \$750,000.

**FURTHER RESOLVED** that the firm of Hiscock & Barclay, that we retained in December 2002, will prepare the Bond Anticipation Note.

## **SPECIAL TOWN BOARD MEETING JUNE 16, 2003**

### **Draft Zoning Ordinance Review**

## **SPECIAL TOWN BOARD MEETING JUNE 30, 2003**

### **Draft Zoning Ordinance Review**

## **REGULAR TOWN BOARD MEETING JULY 8, 2003**

### **40. Purchase 2003 Ford Pick-up for Highway Department**

**Be It Resolved** that the Town Board of the Town of Ulysses approve the purchase of a 2003 F250 Ford pick-up truck with a snow plow in the amount not to exceed \$25,000. This resolution is subject to a permissive referendum for the withdrawal of monies from the Highway Equipment Capital Reserve Fund.

### **41. Declares 1995 Pick-up Surplus**

**Be It Resolved** that the Town Board of the Town of Ulysses declares that the 1995 Ford F250 pick-up truck be declared as surplus equipment when the new truck arrives and allow Highway Superintendent James Meeker to take it to the auction in September 2003.

### **42. Transfer From Water Reserve Fund**

**Be It Resolved** that the Town Board of the Town of Ulysses transfers \$6,283 from the Water District Reserve Fund into the B Fund savings account, which is subject to a permissive referendum

## **JOINT TB/PB MEETING AUGUST 5, 2003**

### **Review Zoning Ordinance**

## **REGULAR TOWN BOARD MEETING AUGUST 12, 2003**

### **43. Appointing Richard Coogan Cloudcroft Consulting, Establishing The Number Of Apartment Units In Multiple Resident Properties**

BE IT Resolved that the Board authorizes Supervisor Austic to sign the foregoing contract for Mr. Coogan's services:

The Town of Ulysses appoints RICHARD COOGAN, CLOUDCROFT CONSULTING, 1843 Trumansburg Road, P.O. Box 127, Jacksonville, NY 14854 to represent the Town of Ulysses in establishing the number of apartment units in multiple resident properties in the Ulysses Water District No. 3. For purposes of this agreement, an apartment is defined as a separate attached, semi-detached, or detached living space that has a food preparation area (stove, refrigerator, sink, etc.). The relationship of the resident(s) of the apartment has no bearing on the unit being counted as an apartment within the water district. All apartments in Water District No. 3 will be assessed as 0.8 dwelling unit.

The Town of Ulysses shall provide RICHARD COOGAN, CLOUDCROFT CONSULTING with an electronic file of all the land parcels by tax number in Water District No. 3 along with the owner(s) name(s) on file and their mailing address.

RICHARD COOGAN, CLOUDCROFT CONSULTING will provide a status report to The Town of Ulysses on the parcels in Water District No. 3 that have multiple resident units and the number of units on those parcels. The report shall be in electronic and hardcopy forms. The software program used shall be Microsoft Excel.

RICHARD COOGAN, CLOUDCROFT CONSULTING shall notify residents of Water District No. 3 additional curb boxes can be installed during construction of Water District No. 3 for parcels that are currently vacant lots, for parcels where another dwelling or apartment(s) will be erected in the near future, or for parcels that will be split and sold off in the near future. Owners wanting additional curb boxes installed during construction must notify the Town of Ulysses Supervisor in writing regarding the number of additional hookups required for the property. The letter should also state the owner understands the installation of the additional hookup(s) will be assessed the service on debt and service/operation fees for the district.

The maximum number of hours to be billed against this agreement is ten (10) hours. Work to be completed within one week of signing the agreement. The billing rate for services shall be \$12.00 per hour. Maximum contract value is \$120.00. Payment shall be within 45 days of completion of project. Payment shall be made out to RICHARD COOGAN DBA CLOUDCROFT CONSULTING

RICHARD COOGAN, CLOUDCROFT CONSULTING is an independent agent and will cover all his operating expenses.

This memorandum of understanding is nontransferable.

#### **44. Hazard Mitigation – Memo of Understanding Revision**

WHEREAS, by November, 2004, participation in the development and adoption of an All-Hazard Mitigation Plan will be required to receive State and Federal funding for certain capital improvements and other hazard mitigation initiatives, and

WHEREAS, the signatories of this Memorandum of Understanding wish to prepare a Multi-Jurisdictional All-Hazard Mitigation Plan for Tompkins County in accordance with the requirements of the New York State Emergency Management Office and the Federal Emergency Management Agency, and

WHEREAS, the signatories recognize the benefits of preparing a unified Multi-Jurisdictional All-Hazard Mitigation Plan, and

WHEREAS, New York State Emergency Management Office grant funds are available to pay for a portion of the costs to prepare an All-Hazard Mitigation Plan,

NOW, THEREFORE BE IT RESOLVED, that

A. The signatories are the COUNTY OF TOMPKINS (hereinafter "County") and the Towns of Caroline, Danby, Enfield, Groton, Ithaca, Lansing, and Ulysses, (hereinafter "Towns"), hereinafter jointly called the participating entities.

B. The project is the preparation of a Tompkins County Multi-Jurisdictional All-Hazard Mitigation Plan in accordance with the requirements of the New York State Emergency Management Office, suitable for adoption by the participating entities.

C. The COUNTY agrees to:

1. Apply for New York State Emergency Management Office grant funds for the preparation of a Tompkins County Multi-Jurisdictional All-Hazard Mitigation Plan.
2. Be the recipient for any grant funds received for the purpose of preparing the Tompkins County Multi-Jurisdictional All-Hazard Mitigation Plan.
3. Administer the grant and comply with the grant reporting requirements of the New York State Emergency Management Office.
4. Prepare a Request for Proposals to hire a consultant to prepare the Tompkins County Multi-Jurisdictional All-Hazard Mitigation Plan.
5. Contract with and oversee the work of a consultant hired to prepare the Tompkins County Multi-Jurisdictional All-Hazard Mitigation Plan.
6. Track grant funds, matching funds, and in-kind services and prepare financial reports in accordance with grant requirements.
7. Integrate into the Tompkins County Multi-Jurisdictional All-Hazard Mitigation Plan the conclusions and recommendations of the Tompkins County Flood Hazard Mitigation Program assessment.
8. Participate in a workshop to assess Tompkins County's vulnerability to a variety of natural, technological, and human-caused hazards.

D. The TOWNS agree to:

1. Pay the difference between the grant funds received and all out-of-pocket costs of preparing the Tompkins County Multi-Jurisdictional All-Hazard Mitigation Plan, in accordance with the following formula, which is based on the 2002 taxable assessed property value, population, and land area, as agreed to by the participating entities:
  - a. Town of Caroline 8.97%

- b. Town of Danby 9.13%
- c. Town of Enfield 7.23%
- d. Town of Groton 10.95%
- e. Town of Ithaca 30.75%
- f. Town of Lansing 23.46%
- g. Town of Ulysses 9.51%

2. Participate in the selection of a consultant.
3. Assist the hired consultant in collecting from their municipalities' data for the Tompkins County Multi-Jurisdictional All-Hazard Mitigation Plan.
4. Take the lead in soliciting public participation, from within their municipalities, in the preparation of the Tompkins County Multi-Jurisdictional All-Hazard Mitigation Plan.
5. Coordinate the input of other public entities and participants within their jurisdiction (such as Villages, fire departments, school districts, key employers, etc.) in the preparation of the Tompkins County Multi-Jurisdictional All-Hazard Mitigation Plan.
6. Provide information and documentation about the cash contributions and in-kind services provided for the project to the County.
7. Participate in a workshop to assess each Town's vulnerability to a variety of natural, technological, and human-caused hazards.

E. The participating entities agree to the following payment schedule:

1. Upon signing this Memorandum of Understanding, the Towns pay the County their estimated cash contribution in accordance with the above funding formula and the attached 2003-04 budget for development of the Tompkins County Multi-Jurisdictional All-Hazard Mitigation Plan:

- a. Town of Caroline \$2,915
- b. Town of Danby \$2,967
- c. Town of Enfield \$2,350
- d. Town of Groton \$3,559
- e. Town of Ithaca \$9,994
- f. Town of Lansing \$7,625
- g. Town of Ulysses \$3,091

2. At the completion of the project, the County agrees to reimburse the Towns any surplus funds remaining after completion of the Tompkins County Multi-Jurisdictional All-Hazard Mitigation Plan in accordance with the formula above.

3. If the funds the Towns paid are less than the amount necessary to complete the Tompkins County Multi-Jurisdictional All-Hazard Mitigation Plan, the Towns and County agree to meet, prior to the expenditure of all collected funds, to

Negotiate completion of the Tompkins County Multi-Jurisdictional All-Hazard Mitigation Plan.

4. If any Town fails to make payment under paragraph 1 or paragraph 3 to the County within 60 days of receipt of an invoice from the County, the remaining Towns and County agree to meet to negotiate the terms of this agreement.

F. The Towns shall indemnify, hold harmless and defend Tompkins County and its officers, employees, agents and elected officials from and against any and all claims and actions brought



against Tompkins County and its officers, employees, agents and elected officials for injury or death to any person or persons or damage to property arising out of the performance of this contract by the Towns, their employees, subcontractors or agents.

The County shall indemnify, hold harmless and defend the Towns and their officers, employees, agents and elected officials from and against any and all claims and actions brought against the Towns and their officers, employees, agents and elected officials for injury or death to any person or persons or damage to property arising out of the performance of this contract by the County, its employees, subcontractors or agents.

### **JOINT TB/PB MEETING AUGUST 13, 2003**

#### **Review Zoning Ordinance**

### **SPECIAL TOWN BOARD MEETING AUGUST 26, 2003**

#### **Review the draft "Local Law No. 1 of 2003 titled Town of Ulysses Public Water**

#### **Set a date for the Public Hearing on the Law to be September 11, 2003**

### **REGULAR TOWN BOARD MEETING SEPTEMBER 9, 2003**

#### **45. Payment Request From R. Myers The General Contractor For Water District # 3.**

**WHEREAS**, the Town of Ulysses has received the certified First Submission for work completed through August 15, 2003 for Contract No. 1A – General Construction DWSRF Project No. 16097 and

**WHEREAS**, the total amount of work done to date is \$357,783.56 and the total amount of stored materials on-site for which payment is being requested is \$128,774.82 and,

**WHEREAS**, a retainage of five percent (5%) of the value of work done to date and materials stored on-site, totaling \$24,327.92, has been withheld from the payment per the Contract Specifications and

**WHEREAS**, the total amount due the contractor for the first payment is \$462, 230.46 and,

**WHEREAS**, Barton & Loguidice, after review, authorize the Town Board of the Town of Ulysses to make the first payment to R. Myers Construction, Inc. in the amount of \$462,230.46 for work completed for the period ending August 15, 2003,

**NOW THEREFORE BE IT RESOLVED**, the Town Board of the Town of Ulysses authorizes Supervisor Austic to issue a check to R. Myers Construction, Inc. in the amount of \$462,230.46 for the first payment for Town of Ulysses Water District No. # 3 Water System Improvements.

#### **46. Advertise For The Purchase Of The Meters For Water District #3 And**

**Be It Resolved** that the Town Board of the Town of Ulysses advertise for the purchase of the meters for Water District #3 and

**Further Resolved** that the Town Board schedules the bid opening for September 25, 2003 at 11 am at the Town Hall, 10 Elm Street, Trumansburg, NY.

#### **PUBLIC HEARING SEPTEMBER 11, 2003**

#### **Local Law # 1 for 2003 - Titled Town of Ulysses Public Water**

#### **SPECIAL TOWN BOARD MEETING SEPTEMBER 15, 2003**

#### **47. Adopting Local Law #1 – Town of Ulysses Public Water**

**WHEREAS**, a public hearing was duly called and held before the Town Board on September 11, 2003, after first posting and publishing pursuant to statute, duly established by findings and all public comment was heard

**NOW THEREFORE BE IT RESOLVED**, that the Town Board of the Town of Ulysses approves Local Law No. 1 2003 – Town of Ulysses Public Water and Secretary of State.

#### **48. Adopted the Standard Specifications and Details for Water Facilities.**

**BE IT RESOLVED** that the Town Board of the Town of Ulysses approves the Standard Specifications and Details for Water Facilities.

#### **49. Fee for Contractor Registration**

**BE IT RESOLVED**, that the Town Board of the Town of Ulysses approve the amount of \$15.00 to be charged for the Contractor Registration.

#### **50. Application for Water Tap Only**

**BE IT RESOLVED**, that the Town Board of the Town of Ulysses approve the application for Tap Only.

#### **51. Application for Plumbing Permit**

**BE IT RESOLVED**, that the Town Board of the Town of Ulysses approves the application for Plumbing Permit as modified.

#### **BID OPENING OCTOBER 2, 2003**

#### **For Water Meters**

## SPECIAL TOWN BOARD MEETING OCTERBER 9, 2003

### Presentation of Flo-Tech DD

### Presentation of 2004 Budget

### 53. Water Service Agreements for District #3 & #4

#### WATER SERVICE AGREEMENT

This AGREEMENT made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2003 between the TOWN OF ITHACA, a municipal corporation with offices at 215 North Tioga Street, Ithaca, New York, hereinafter called "Ithaca", and the TOWN OF ULYSSES, a municipal corporation with offices at 10 Elm Street, Trumansburg, New York 14886, on its own behalf and on behalf of the **ULYSSES WATER DISTRICT NUMBER 4**, both hereinafter collectively called "Ulysses".

#### WITNESSETH

WHEREAS, Ulysses seeks to expand water services for Town residents within the Town of Ulysses, in the southeast section of the Town adjacent to the Town of Ithaca and extending toward Trumansburg in general accordance with "Map, Plan and Report for Town of Ulysses, Water District No.4, dated \_\_\_\_\_ 2001, prepared by Barton & Loguidice, P .C., Consulting Engineers"; and WHEREAS, Ithaca is willing to provide such service upon the terms and conditions hereinafter set forth: NOW, THEREFORE, in consideration of the promises and of the mutual covenants hereinafter set forth and agreed upon, the parties agree as follows:

1. Ithaca hereby agrees to sell and furnish to Ulysses water for a potable water supply for drinking, cooking, bathing and all normal domestic purposes, including fire protection, at levels comparable to those available to Ithaca residents in the Woolf Lane area of the Town of Ithaca after connection of Ithaca's water system with that of Ulysses, in a manner more specifically outlined below, and Ulysses agrees to pay for such water as provided in this agreement.
2. The maximum amount of water to be provided by Ithaca shall not exceed gallons \_\_\_\_\_ in any 24-hour period.
3. The water so furnished shall be supplied by Ithaca to Ulysses at Ithaca's water main on Dubois Road at or near to the Ithaca-Ulysses town line. Ulysses agrees to install at such point of connection, at the expense of Ulysses, a master water meter that will measure the amount of water flowing from the Ithaca water system to the Ulysses Water District Number 4 water system.
4. Unless the parties agree otherwise, Ulysses shall maintain, repair, and, if necessary, replace the master water meter. In the event the master meter fails or renders patently inaccurate readings, until the meter is repaired or replaced, the parties shall agree on a different method of measuring the consumption by Ulysses. If the parties are unable to agree, the consumption shall be based on the meter readings of the Ulysses customers (home-owners, etc.) and estimates of unmetered water usage for fire protection, etc. until the master meter is again operating reliably. For the purposes of this agreement, whenever references below assume master meter readings, such provisions shall be deemed to include any alternative measures

of consumption implemented pursuant to this paragraph. Ithaca and Ulysses shall be granted reasonable access to the master meter for purposes of inspecting its operation and to monitor and read the master meter, such access to be on reasonable advance notice to the party on whose property the meter is located and in the company of a representative from the party should on whose property the meter is located should such party so desire.

5. Ithaca will be responsible for, and will maintain and operate, the portions of the water main on the Ithaca side of the master water meter. Ulysses will be responsible for, and will maintain and operate the main from the Ulysses side of the master water meter northward into and in the Town of Ulysses.

6. Ulysses agrees to pay Ithaca for all water consumed in Ulysses as measured through the master meter. Any loss of water, use of water for fire protection, or other uses of water not normally metered at a customer's facility shall be at the expense of Ulysses, i.e. all water measured by the master meter shall be paid for by Ulysses, regardless of whether the water is ultimately metered again at the retail customer of Ulysses, or whether the water is lost because of a broken main or used in fighting fires or lost in any other manner that does not result in the water being metered to an ultimate consumer.

7. Ulysses shall pay to Ithaca quarterly an amount to be determined by multiplying the amount of water used within Ulysses as determined above, times the rate which Ithaca charges to its customers. The current Ithaca rate for its customers is \$2.95 per one thousand gallons of water and is anticipated to increase to \$3.20 per one thousand gallons of water effective January 1, 2004. The rate payable by Ulysses shall change from time to time as the rate Ithaca charges its other customers changes. Any rate change shall be effective at the same time as the change in rate to other customers. Any rate change by Ithaca after the anticipated rate change on January 1, 2004, shall be on at least 45 days advance notice to Ulysses to allow Ulysses to notify its customers and collect amounts timely to cover any such increase in charges for the next quarter. Only one notice of rate change need be given by Ithaca to Ulysses, regardless of the number of contracts Ithaca has with different Ulysses water districts for the supplying of water, provided that all such districts are charged water at the same rate. The payments due Ithaca hereunder shall be made to Ithaca on quarterly dates as agreed between the parties, and otherwise on the 1st of February, May, August, and October. Payments not made within ten days of their due dates shall bear interest at the rate of 6% per annum, without limiting any other remedies of Ithaca for such failure.

8. Both parties agree that they will not implement physical changes in their respective water systems designed or intended to either alter the pressure at which water is provided to the other party's customers or change operating conditions of the system in a manner which would result in deteriorated service to the other party's customers (except in the case of emergencies or circumstances causing loss or alteration of water service beyond the control of the party or parties such as weather problems, terrorism, sabotage, power losses, etc.) without written approval by the other party. New water service to retail customers in Ulysses Water District Number 4 as it is presently configured shall not be deemed as "designed or intended to alter water pressure" if in fact water pressure after such connection meets satisfactory levels as set by then current engineering and health department standards

9. If either party to this agreement shall discover a defect or leak in any Ulysses main, hydrants or appurtenance, it shall notify the other party. If Ulysses discovers the leak, it shall take all steps to repair such leak. If Ithaca discovers the leak, Ulysses shall take all steps to effect a repair as promptly as possible. Ulysses agrees to take all reasonable steps to maintain its system in a good

and workmanlike manner so to minimize waste from the Ulysses system and Ulysses will endeavor to operate its system in as cost-effective a manner as possible consistent with good engineering practices. The parties agree to cooperate fully in giving of notices required by this paragraph and the execution of work hereunder. Likewise, Ithaca shall maintain its system in a good and workmanlike manner, and, unless the parties agree otherwise, the master water meter shall be viewed as the demarcation line as to the duty in this paragraph to maintain such main and to notice and repair any defect or leak.

10. In the event that Ulysses requests greater amounts of water than set forth in paragraph 2 above, Ithaca and Ulysses agree to consider negotiations relating to provision of additional amounts of water. However, neither party is obligated to so negotiate nor to enter into any agreement whatsoever. If the parties negotiate, and if the supplying of such additional water necessitates additional capital improvements, among the points to be considered in the negotiations would be the appropriateness of Ulysses paying a portion of the capital costs of such improvements within Ithaca to the extent that the improvements are necessary or desirable to meet the increased demand for water services in Ulysses. Any agreement shall be subject to the approval of the Southern Cayuga Lake Intermunicipal Water Commission ("SCLIWC") if water is being provided from the SCLIWC facility.

11. This agreement is conditional upon the following, all of which shall occur prior to any connections to the Town of Ithaca water system Ulysses a different period is prescribed below:

(A) If at the time of such connection the water to be supplied to Ulysses is from the City of Ithaca water treatment plant, Ulysses, Ithaca, and the City of Ithaca have executed a mutually acceptable agreement or agreements authorizing the sale of water obtained from the City plant to Ulysses.

(B) If at the time of such connection the water to be supplied to Ulysses is from the Southern Cayuga Lake Intermunicipal Water Commission ("SCLIWC") water treatment plant, Ithaca and SCLIWC and the member municipalities of SCLIWC have executed a mutually acceptable agreement or agreements authorizing the sale of water obtained from the SCLIWC plant to Ulysses.

(C) Ithaca has successfully completed construction of various improvements on its system so as to be able to supply water to Ulysses, Ithaca agreeing to act in good faith to authorize, bid, contract for, finance, and construct such project, all subject to the requirements of law including permissive referendum requirements and bonding requirements as applicable. The Town will, upon request from time to time, advise Ulysses of the status of such improvements and will endeavor to notify Ulysses of the completion of all of the improvements.

(D) Any reviews or other steps have been completed to comply fully with the New York State Environmental Conservation Law provisions governing environmental review ("SEQRA") of the Ulysses water project and the interconnection with Ithaca, including preparation of any documents required by such review and implementation of any mitigation measures that may be determined to be necessary as part of any such review.

(E) Ulysses has adopted the local laws and rules referred to below.

12. This agreement shall be effective upon its approval by the Town Board of the Town of Ulysses, the Town Board of the Town of Ithaca, and SCLIWC, subject to the conditions set forth herein.

13. Subject to earlier termination as set forth herein, this contract shall be for an initial period of thirty (30) years from the date hereof, and shall be automatically renewed thereafter for successive periods of one year each unless either party notifies the other party at least one year in advance that it elects not to renew the agreement.

14. Any disputes regarding this agreement shall be initially referred to a joint meeting of the Supervisors of the two towns, who shall attempt to resolve the matter promptly and recommend a resolution to their respective town boards. If not so resolved, or if either party believes such a meeting would be pointless, disputes shall be subject to litigation in the appropriate court venued in Tompkins County, New York.

15. Upon request from Ulysses, Ithaca will provide repair services to water mains and other facilities owned by Ulysses. Ulysses shall pay for such services on a "time and materials" basis within fifteen days of receipt for billings for same from Ithaca. The amounts charged by Ithaca to Ulysses shall be at the same rate for time and materials charged generally to other customers of the Town.

16. Notwithstanding any other terms or provisions of this Agreement, this Agreement is subject to the following additional conditions and restrictions, which shall supercede any other provisions of this Agreement to the extent inconsistent with same:

(A) The SCLIWC member municipalities (hereinafter referred to as sometimes as "Member Municipalities") will retain all rights provided by the agreement of intermunicipal cooperation among the Member Municipalities governing the operation of SCLIWC as presently amended (the "Intermunicipal Agreement") including the right to further amend and supplement the Intermunicipal Agreement. A possible future amendment or supplement to the Intermunicipal Agreement could increase or decrease the total flow of allowable gallons per day to be transmitted to Ulysses. A decrease may become necessary in the event that the ability of SCLIWC (also sometimes referred to herein as the "Commission") to provide the amounts becomes questionable.

(B) Each of the terms and provisions of the Intermunicipal Agreement as amended will apply to the sale of the additional water to Ithaca and to the relationship among the Member Municipalities in connection with same. All other terms of the Intermunicipal Agreement will remain in full force and effect and will be binding upon Ithaca in accordance with the terms thereof and, to the extent necessary to preclude Ithaca from violating the terms of the Intermunicipal Agreement, shall supercede the provisions of this Agreement.

(C) The maximum amount of daily gallons the Commission will provide for transmission to Ulysses will not exceed the amount set forth above without the consent of all of the Member Municipalities.

(D) Ithaca will be responsible for the quality of the water from the point it enters the Ithaca distribution system to the point at which it enters the Ulysses distribution system except to the extent Ithaca has contracted with the Commission to maintain its system and the failure of quality of the water is as a result of the Commission's negligence or wrongful willful act, in which event the Commission shall be responsible for such quality.

(E) Ulysses will be responsible for the quality of the water once it enters the distribution system of Ulysses and for its quality throughout the Ulysses distribution system once it leaves the Ithaca system.

(F) Ulysses will operate its water system in accordance with all United States Environmental Protection Agency, New York State Department of Health, New York State Department of Environmental Conservation, SCLIWC and Town of Ithaca rules and regulations in effect from time to time. Without limiting the foregoing, Ulysses will adopt local laws regarding water connections, back-flow prevention, plumbing installations and similar matters as are required of the Member Municipalities of the Commission.

(G) The Commission shall have access to the master meter to read same for the purposes of billing the Town of Ithaca for water used by Ulysses. The Commission shall arrange to read such meter at agreed upon intervals, or, failing agreement, at quarterly intervals.

(H) The Ithaca and the Commission reserve the right to suspend the supplying of water to Ulysses in the event Ulysses fails to comply with all applicable federal, state, and local laws, or the Commission's rules and regulations, or fails to pay for water transmitted to Ulysses on a timely basis. Ithaca agrees it will not suspend supplying water without giving Ulysses prior notice of the reason for suspending and a reasonable time to correct same, except in the case of an emergency requiring immediate suspension or except in the case of the Commission ceasing supplying water to Ithaca or prohibiting Ithaca to supply water to Ulysses. Unless circumstances require a longer period and the granting of a longer period will not unduly adversely threaten or impact Ithaca's or the Commission's water supply, three days shall be deemed a reasonable period for correcting a failure hereunder.

(I) In the event the capacity of the Commission's facilities or Ithaca's water system is diminished for any reason whatsoever, temporarily or long-term, Ulysses agrees that water will be supplied first to the existing customers of the Commission Member Municipalities before being supplied to customers of Ulysses. If necessary to provide water to the member Municipalities, the Commission and/or Ithaca may suspend supplying of water to Ulysses until the capacity is restored. Notwithstanding the foregoing, Ithaca is aware that suspension of a water supply to Ulysses may be a public health issue and Ithaca will use reasonable efforts to protect the supply of water to Ulysses not inconsistent with the safety of Ithaca's own customers. In applying use restrictions or conservation measures, to the extent reasonably possible, Ithaca will endeavor to apply no more limiting restrictions on Ulysses than it applies to its own customers.

(J) Ulysses will not supply or resell any water obtained from the Commission's facilities to any third party municipality or other customer (other than normal retail homeowners and business owners within the bounds of the existing Ulysses Water District Number 4 unless Ithaca and the Commission approve that supply and the terms of that supply in writing prior to the occurrence of any such re-supply or sale.

(K) Ulysses hereby agrees to indemnify and hold harmless the Commission and the Member Municipalities (including Ithaca), and their respective Commissioners, officers, agents, contractors and employees, from any and all losses, claims or expenses (including experts fees and attorneys fees) arising out of the provision of water pursuant to this Agreement except to the extent that it is found by a court of competent jurisdiction by final judgment after litigation that the loss was as a result of the negligence or willful wrongful act of the Commission, Commission Member Municipality, or their officers, agents, contractors, or employees.

IN WITNESS WHEREOF, the parties hereto have caused their corporate seals to be hereunto affixed, and this agreement to be signed by their duly authorized officers as of the date and year first written above.

## WATER SERVICE AGREEMENT

**THIS AGREEMENT made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2003 between the TOWN OF ITHACA, a municipal corporation with offices at 215 North Tioga Street, Ithaca, New York, hereinafter called "Ithaca", and the TOWN OF ULYSSES, a municipal corporation with offices at Elm Street, Trumansburg, New York 14886, on its own behalf and on behalf of the ULYSSES WATER DISTRICT NUMBER 3, both hereinafter collectively called "Ulysses".**

### WITNESSETH

WHEREAS, Ulysses seeks to expand water services for Town residents within the Town of Ulysses, in the southeast section of the Town adjacent to the Town of Ithaca and extending toward Trumansburg in general accordance with "Map, Plan and Report for Town of Ulysses, Water District No.3, revised August 2001, prepared by Barton & Loguidice. P .C., Consulting Engineers"; and

WHEREAS, Ithaca is willing to provide such service upon the terms and conditions hereinafter set forth:

NOW, THEREFORE, in consideration of the promises and of the mutual covenants hereinafter set forth and agreed upon, the parties agree as follows:

1. Ithaca hereby agrees to sell and furnish to Ulysses water for a potable water supply for drinking, cooking, bathing and all normal domestic purposes, including fire protection, at levels comparable to those available to Ithaca residents in the Woolf Lane area of the Town of Ithaca after connection of Ithaca's water system with that of Ulysses, in a manner more specifically outlined below, and Ulysses agrees to pay for such water as provided in this agreement.

2. The maximum amount of water to be provided by Ithaca shall not exceed 162,000 gallons in any 24hour period.

3. The water so furnished shall be supplied by Ithaca to the new Town of Ulysses pump station near Woolf Lane within the Town of Ithaca. Said pump station, the building housing said station, connections to the Ithaca water system, and all related facilities and equipment (including all water mains built by Ulysses in the Town of Ithaca) shall be constructed and installed at the sole expense of Ulysses in accordance with engineering drawings and specifications approved by the Director of Engineering of Ithaca, which approval will not be unreasonably withheld or delayed, and in accordance with all applicable health department and other governmental unit laws and regulations. Included in such construction shall be a master water meter that will measure the amount of water flowing out of such pump station, which meter shall be acquired and installed at the expense of Ulysses. Upon the completion of the construction and equipping of the pump station by Ulysses and the associated water mains, and as additional consideration and inducement to Ithaca to enter into this Agreement, the same shall



be conveyed by Ulysses to Ithaca without further payment by Ithaca by customary warranty deed conveying good and marketable title free and clear of any liens or encumbrances other than those consented to by Ithaca. Ulysses will provide the customary title abstract, tax searches, and survey. The conveyance shall occur within six months after acceptance of the pump station and related facilities by the Director of Engineering of Ithaca, which acceptance shall not occur until completion of the pump station and associated facilities, its' acceptance by Ulysses from the contractor, its connection to the Ithaca water system, payment in full for same by Ulysses, and its connection to the Ulysses water system so that Ulysses is receiving water from the Ithaca water system. Until the station is conveyed to Ithaca, unless the parties agree otherwise, Ulysses shall be responsible for the operation and maintenance costs of operating the pump station, including utilities. Upon its conveyance to Ithaca, Ithaca shall assume the costs of operating and maintaining the pump station, including utilities. The designed pump station capacity is intended to be 550 gallons per minute at a head of 290 feet. Once conveyed to Ithaca, Ithaca shall maintain the pumps at or near their designed capacity of 550 gallons per minute. If, during the period of thirty-five years after date of this Agreement Ithaca ceases to use the facility as a pump station and doesn't replace it with another pumping source, the title to the pump station shall be re-conveyed to Ulysses at a cost of \$1.00.

4. Once conveyed to Ithaca, Ithaca shall have the responsibility for the repair or replacement of the master meter. In the event the master meter fails or renders patently inaccurate readings, until the meter is repaired or replaced, the parties shall agree on a different method of measuring the consumption by Ulysses. If the parties are unable to agree, the consumption shall be based on the meter readings of the Ulysses customers (home-owners, etc.) and estimates of unmetered water usage for fire protection, etc. until the master meter is again operating reliably. For the purposes of this agreement, whenever references below assume master meter readings, such provisions shall be deemed to include any alternative measures of consumption implemented pursuant to this paragraph. Ulysses shall be granted reasonable access to the pump station for purposes of inspecting its operation and to monitor and read the master meter, such access to be on reasonable advance notice to Ithaca and in the company of a representative from Ithaca should Ithaca so desire.

5. Ithaca will be responsible for, and will maintain and operate, the main running from the pump station to the Ithaca-Ulysses town line. Ulysses will be responsible for, and will maintain and operate the main from the Ithaca-Ulysses town line northward in the Town of Ulysses.

6. Ulysses agrees to pay Ithaca for all water consumed in Ulysses as measured through the master meter. Any loss of water, use of water for fire protection, or other uses of water not normally metered at a customer's facility shall be at the expense of Ulysses, i.e. all water measured by the master meter shall be paid for by Ulysses, regardless of whether the water is ultimately metered again at the retail customer of Ulysses, or whether the water is lost because of a broken main or used in fighting fires or lost in any other manner that does not result in the water being metered to an ultimate consumer, unless such loss is determined to have occurred in the portion of the water main running from the pump station to Ulysses that is south of the Ulysses-Ithaca town line. Notwithstanding the foregoing, there shall be credited against water charged to Ulysses any water provided from such pump station to Town of Ithaca customers served from the line running from said pump station to the Ithaca-Ulysses town line. The amount used by the Ithaca customers shall be determined based upon the meter readings at the

customers' locations. There shall also be credited against water charge to Ulysses the estimated amounts of any water that comes out of the water main between the pump station and the Ulysses-Ithaca town line that is used for fighting fires in Ithaca, is lost because of leaks, or is otherwise lost or used in the Town of Ithaca south of the Ulysses-Ithaca town line and not metered by the ultimate consumer. Upon request of Ulysses, Ithaca shall supply Ulysses with all readings and other usage occurring in the Town of Ithaca related to the water main from the pump station to the town line for purpose of confirming the amounts of billings to Ulysses. No such request shall be made for readings or estimates for dates more than two years earlier than the date of the request. At either party's option, either party may place master meters at the town line and, when operational, such meters shall be used to calculate consumption instead of the retail meters and estimates set forth above.

7. Ulysses shall pay to Ithaca quarterly an amount to be determined by multiplying the amount of water used within Ulysses as determined above, times the rate which Ithaca charges to its customers. The current Ithaca rate for its customers is \$2.95 per one thousand gallons of water and is anticipated to increase to \$3.20 per one thousand gallons of water effective January 1, 2004. The rate payable by Ulysses shall change from time to time as the rate Ithaca charges its other customer's changes. Any rate change shall be effective at the same time as the change in rate to other customers. Any rate change by Ithaca after the anticipated rate change on January 1, 2004, shall be on at least 45 days advance notice to Ulysses to allow Ulysses to notify its customers and collect amounts timely to cover any such increase in charges for the next quarter. The payments due Ithaca hereunder shall be made to Ithaca on quarterly dates as agreed between the parties, and otherwise on the 1st of February, May, August, and October. Payments not made within ten days of their due dates shall bear interest at the rate of 6% per annum, without limiting any other remedies of Ithaca for such failure.

8. As part of the consideration for Ithaca maintaining at least 160 gallons per minute capacity at the pump station referred to above, Ulysses agrees to complete, operate, and maintain the 200,000 gallon water storage tank it is constructing near the corner of Iradell and North VanDorns Road to provide pressure for the Woolf Lane and northerly Trumansburg Road areas of Ithaca. Both parties agree that they will not implement physical changes in their respective water systems designed or intended to either alter the pressure at which water is provided to the other party's customers or change operating conditions of the system in a manner which would result in deteriorated service to the other party's customers (except in the case of emergencies or circumstances causing loss or alteration of water service beyond the control of the party or parties such as weather problems, terrorism, sabotage, power losses, etc.) without written approval by the other party. New water service to retail customers in Ulysses Water District Number 3 as it is presently configured shall not be deemed as "designed or intended to alter water pressure" if in fact water pressure after such connection meets satisfactory levels as set by then current engineering and health department standards.

9. If either party to this agreement shall discover a defect or leak in any Ulysses main hydrants or appurtenance, it shall notify the other party. If Ulysses discovers the leak, it shall take all steps to repair such leak. If Ithaca discovers the leak, Ulysses shall take all steps to effect a repair as promptly as possible. Ulysses agrees to take all reasonable steps to maintain its system in a good and workmanlike manner so to minimize waste from the Ulysses system and Ulysses will endeavor to operate its system in as cost-effective a manner as possible consistent with good engineering practices. The parties agree to cooperate fully in giving of notices required by this paragraph and the execution of work hereunder. Likewise, Ithaca shall maintain

its system including the main from the pump station to the Ulysses-Ithaca, in a good workmanlike manner, and the town line shall be viewed as the demarcation line as to the duty in this paragraph to maintain such main and to notice and repair any defect or leak.

10. In the event that Ulysses requests greater amounts of water than set forth in paragraph 2 above, Ithaca and Ulysses agree to consider negotiations relating to provision of additional amounts of water. However, neither party is obligated neither to so negotiate nor to enter into any agreement whatsoever. If the parties negotiate, and if the supplying of such additional water necessitates additional capital improvements, among the points to be considered in the negotiations would be the appropriateness of Ulysses paying a portion of the capital costs of such improvements within Ithaca to the extent that the improvements are necessary or desirable to meet the increased demand for water services in Ulysses. Any agreement shall be subject to the approval of the Southern Cayuga Lake Intermunicipal Water Commission ("SCLIWC") if water is being provided from the SCLIWC facility.

11. This agreement is conditional upon the following, all of which shall occur prior to any connections to the Town of Ithaca water system unless a different period is prescribed below:

(A) If at the time of such connection the water to be supplied to Ulysses is from the City of Ithaca water treatment plant, Ulysses, Ithaca, and the City of Ithaca have executed a mutually acceptable agreement or agreements authorizing the sale of water obtained from the City plant to Ulysses.

(B) If at the time of such connection the water to be supplied to Ulysses is from the Southern Cayuga Lake Intermunicipal Water Commission ("SCLIWC") water treatment plant, Ithaca and SCLIWC and the member municipalities of SCLIWC have executed a mutually acceptable agreement or agreements authorizing the sale of water obtained from the SCLIWC plant to Ulysses.

(C) Ithaca has successfully completed construction of various improvements on its system so as to be able to supply water to Ulysses, Ithaca agreeing to act in good faith to authorize, bid, contact for, finance, and construct such project, all subject to the requirements of law including permissive referendum requirements and bonding requirements as applicable. The Town will, upon request from time to time, advise Ulysses of the status of such improvements and will endeavor to notify Ulysses of the completion of all of the improvements.

(D) Any reviews or other steps have been completed to comply fully with the New York State Environmental Conservation Law provisions governing environmental review ("SEQRA ") of the Ulysses water project and the interconnection with Ithaca, including preparation of any documents required by such review and implementation of any mitigation measures that may be determined to be necessary as part of any such review.

(E) Ulysses has adopted the local laws and rules referred to below.

12. This agreement shall be effective upon its approval by the Town Board of the Town of Ulysses, the Town Board of the Town of Ithaca, and SCLIWC, subject to the conditions set forth herein.

13. Subject to earlier termination as set forth herein, this contract shall be for an initial period of thirty (30) years from the date hereof, and shall be automatically renewed thereafter for successive periods of one year each unless either party notifies the other party at least one year in advance that it elects not to renew the agreement.

14. Any disputes regarding this agreement shall be initially referred to a joint meeting of the Supervisors of the two towns, who shall attempt to resolve the matter promptly and recommend a resolution to their respective town boards. If not so resolved, or if either party believes such a meeting would be pointless, disputes shall be subject to litigation in the appropriate court venued in Tompkins County, New York,

15. Upon request from Ulysses, Ithaca will provide repair services to water mains and other facilities owned by Ulysses. Ulysses shall pay for such services on a "time and materials" basis within fifteen days of receipt for billings for same from Ithaca. The amounts charged by Ithaca to Ulysses shall be at the same rate for time and materials charged generally to other customers of the Town.

16. Notwithstanding any other terms or provisions of this Agreement, this Agreement is subject to the following additional conditions and restrictions, which shall supercede any other provisions of this Agreement to the extent inconsistent with same:

(A) The SCLIWC member municipalities (hereinafter referred to as sometimes as "Member Municipalities") will retain all rights provided by the agreement of intermunicipal cooperation among the Member Municipalities governing the operation of SCLIWC as presently amended (the "Intermunicipal Agreement") including the right to further amend and supplement the Intermunicipal Agreement. A possible future amendment or supplement to the Intermunicipal Agreement could increase or decrease the total flow of allowable gallons per day to be transmitted to Ulysses. A decrease may become necessary in the event that the ability of SCLIWC (also sometimes referred to herein as the "Commission") to provide the amounts becomes questionable.

(B) Each of the terms and provisions of the Intermunicipal Agreement as amended will apply to the sale of the additional water to Ithaca and to the relationship among the Member Municipalities in connection with same. All other terms of the Intermunicipal Agreement will remain in full force and effect and will be binding upon Ithaca in accordance with the terms thereof and shall, to the extent necessary to preclude Ithaca from violating the terms of the Intermunicipal Agreement shall supercede the provisions of this Agreement.

(C) The maximum amount of daily gallons the Commission will provide for transmission to Ulysses will not exceed the amount set forth above without the consent of all of the Member Municipalities.

(D) Ithaca will be responsible for the quality of the water from the point it enters the Ithaca distribution system to the point at which it enters the Ulysses distribution system except to the extent Ithaca has contracted with the Commission to maintain its system and the failure of

quality of the water is as a result of the Commission's negligence or wrongful willful act, in which event the Commission shall be responsible for such quality.

(E) Ulysses will be responsible for the quality of the water once it enters the distribution system of Ulysses and for its quality throughout the Ulysses distribution system once it leaves the Ithaca system.

(F) Ulysses will operate its water system in accordance with all United States Environmental Protection Agency, New York State Department of Health, New York State Department of Environmental Conservation, SCLIWC and Town of Ithaca rules and regulations in effect from time to time. Without limiting the foregoing, Ulysses will adopt local laws regarding water connections, back-flow prevention, plumbing installations and similar matters as are required of the Member Municipalities of the Commission. .

(G) The Commission shall have access to the master meter to read same for the purposes of billing the Town of Ithaca for water used by Ulysses. The Commission shall arrange to read such meter at agreed upon intervals, or, failing agreement, at quarterly intervals.

(H) The Ithaca and the Commission reserve the right to suspend the supplying of water to Ulysses in the event Ulysses fails to comply with all applicable federal, state and local laws, or the Commission's rules and regulations, or fails to pay for water transmitted to Ulysses on a timely basis. Ithaca agrees it will not suspend supplying water without giving Ulysses prior notice of the reason for suspending and a reasonable time to correct same, except in the case of an emergency requiring immediate suspension or except in the case of the Commission ceasing supplying water to Ithaca or prohibiting Ithaca to supply water to Ulysses. Unless circumstances require a longer period and the granting of a longer period will not unduly adversely threaten or impact Ithaca's or the Commission's water supply, three days shall be deemed a reasonable period for correcting a failure hereunder.

(I) In the event the capacity of the Commission's facilities or Ithaca's water system is diminished for any reason whatsoever, temporarily or long-term, Ulysses agrees that water will be supplied first to the existing customers of the Commission Member Municipalities before being supplied to customers of Ulysses. If necessary to provide water to the member Municipalities, the Commission and/or Ithaca may suspend supplying of water to Ulysses until the capacity is restored. Notwithstanding the foregoing, Ithaca is aware that suspension of a water supply to Ulysses may be a public health issue and Ithaca will use reasonable efforts to protect the supply of water to Ulysses not inconsistent with the safety of Ithaca's own customers. In applying use restrictions or conservation measures, to the extent reasonably possible, Ithaca will endeavor apply no more limiting restrictions on Ulysses than it applies to its own customers.

(J) Ulysses will not supply or resell any water obtained from the Commission's facilities to any third party municipality or other customer (other than nonna1 retail homeowners and business owners within the bounds of the existing Ulysses Water District Number 3) unless Ithaca and the Commission approve that supply and the terms of that supply in writing prior to the occurrence of any such re-supply or sale.

(K) Ulysses hereby agrees to indemnify and hold harmless the Commission and the member Municipalities (including Ithaca), and their respective Commissioners, officers, agents, contractors and employees, from any and all losses, claims or expenses (including experts fees and attorneys fees) arising out of the provision of water pursuant to this Agreement except to the extent that it is found by a court of competent jurisdiction by final judgment after litigation that the loss was as a result of the negligence or willful wrongful act of the Commission, Commission Member Municipality, or their officers, agents, contractors, or employees.

IN WITNESS WHEREOF, the parties hereto have caused their corporate seals to be hereunto affixed, and this agreement to be signed by their duly authorized officers as of the date and year first written above.

#### **54. Appointing Water Superintendent And Water Clerk**

BE IT RESOLVED that the Town Board of the Town of Ulysses appoints Douglas Austic, Supervisor as the Superintendent of the Water Districts.

#### **55. Appointing Water Clerk**

BE IT RESOLVED that the Town Board of the Town of Ulysses appoints Marsha L. Georgia, Town Clerk as the Clerk of the Water Districts.

### **REGULAR TOWN BOARD MEETING OCTOBER 14, 2003**

#### **56. Aware Bid to Tri-Sales for Water Meters**

**BE IT RESOLVED** that the Town Board of the Town of Ulysses awards the Base Bid Water Metering Equipment Purchase to Ti-Sales, Inc. for the Neptune Meters for the Touch Read Style Water Meter in the amount of \$24,215.16.

#### **57. R. Myers Construction Payment Request**

**WHEREAS**, the Town of Ulysses has received the certified Second Submission for work completed through September 26, 2003, Contract No. 1A – General Construction DWSRF Project No. 16097 and

**WHEREAS**, the total amount of work done to date is \$1,039,095.90, and the total amount of stored materials on-site for which payment is being requested is \$94,003.96 and,

**WHEREAS**, a retainage of five percent (5%) of the value of work done to date and materials stored on-site, totaling \$94,003.96, has been withheld from the payment per the Contract Specifications and

**WHEREAS**, the total amount due the contractor for the second payment is \$614,214.40 and,

**WHEREAS**, Barton & Loguidice, after review, authorize the Town Board of the Town of Ulysses to make the second payment to R. Myers Construction, Inc. in the amount of \$614,214.40 for work completed for the period ending September 26, 2003,

**NOW THEREFORE BE IT RESOLVED**, the Town Board of the Town of Ulysses authorizes Supervisor Austic to issue a check to R. Myers Construction, Inc. in the amount of \$614,214.40 for the second payment for Town of Ulysses Water District No. # 3 Water System Improvements.

#### **58. Schedule Joint TB/PB Meeting to Review Zoning**

**BE IT RESOLVED** that the Town Board of the Town of Ulysses schedules a Joint Meeting for October 16, 2003 at 7:00 p.m. with the Planning Board to continue the review of the Draft Zoning Ordinance.

**FURTHER RESOLVED** that the meeting will be posted on the Official Board outside the Clerk's office.

#### **59. Transfer Money from Equipment Reserve for New Pick-Up Truck**

**BE IT RESOLVED** that the Town Board of the Town of Ulysses authorizes Supervisor Austic to transfer \$24,435 from Equipment Reserve to DA5132.2.

#### **60. Support of Youth Programs with the Village**

**WHEREAS**, Tompkins County provides a substantial portion of funding for the, Trumansburg Youth Services Program, and

**WHEREAS**, it would be impossible for the Town of Ulysses to provide these programs without such assistance, and

**WHEREAS**, the Town of Ulysses will continue to provide increased local funding to match County funds, and

**WHEREAS**, the Tompkins County Legislature, through its County Administrator, has proposed the entire Municipal Youth Services System as a possible cut in the 2004 County budget,

**NOW, THEREFORE BE IT RESOLVED**, that the Town Board of the Town of Ulysses opposes such cuts to the Tompkins County budget and that funding to the Youth Services Program and the Recreation Partnership should be retained to the extent possible for 2004 and

**BE IT FURTHER RESOLVED**, the Town Clerk forward copies of this resolution to our representative on the County Board the County Administrator, and the Health & Human Services Committee of the Tompkins County Legislature.

#### **61. Move Tentative Budget to Preliminary**

**BE IT RESOLVED** that the Town Board of the Town of Ulysses moves the Tentative Budget to the Preliminary Budget and set the Public Hearing on the Preliminary Budget for November 5th, 2003 at 7:00 p.m.

**FURTHER RESOLVED** that the Town Clerk advertises this Public Hearing prior to the Hearing.

**JOINT TB/PB MEETING OCTOBER 16, 2003**

**Review of Zoning Map**

**JOINT TB/PB MEETING OCTOBER 23, 2003**

**Review of Zoning Map**

**SPECIAL TOWN BOARD MEETING OCTOBER 28, 2003**

**Auble Annexation/Moratorium/ Water#5/ Flo-Tech DD**

**SPECIAL TOWN BOARD MEETING OCTOBER 29, 2003**

**Zoning Ordinance Review**

**PUBLIC HEARING NOVEMBER 5, 2003**

**2004 Budget**

**SPECIAL TOWN BOARD MEETING NOVEMBER 5, 2003**

**Zoning Ordinance Review**

**REGULAR TOWN BOARD MEETING NOVEMBER 10, 2003**

**62. Support of Festival of Lights**

Authorize Supervisor Austic to contribute the same amount of money that was done in 2002.

**63. R. Myers Construction Payment Request**

**WHEREAS**, the Town of Ulysses has received the certified Third Submission for work completed through October 24, 2003 Contract No. 1A – General Construction DWSRF Project No. 16097 and

**WHEREAS**, the total amount of work done to date is \$1,599,428.59. No monies are being requested for stored materials under this payment and,



**WHEREAS**, a retainage of five percent (5%) of the value of work done to date and materials stored onsite, totaling \$79,971.43, has been withheld from the payment per the Contract Specifications and

**WHEREAS**, the total amount due the contractor for the third payment is \$443,012.30 and,

**WHEREAS**, Barton & Loguidice, after review, authorize the Town Board of the Town of Ulysses to make the third payment to R. Myers Construction, Inc. in the amount of \$443,012.30 for work completed for the period ending October 24, 2003,

**NOW THEREFORE BE IT RESOLVED**, the Town Board of the Town of Ulysses authorizes Supervisor Austic to issue a check to R. Myers Construction, Inc. in the amount of \$443,012.30 for the third payment for Town of Ulysses Water District No. # 3 Water System Improvements.

#### **64. Blanding Electric Payment Request**

**WHEREAS**, the Town of Ulysses has received the certified First Submission for work completed through October 28, 2003 Contract No. 1B – Electrical Construction DWSRF Project No. 16097 and

**WHEREAS**, the total amount of work done to date is \$1,410.00. No monies are being requested for stored materials under this payment and,

**WHEREAS**, a retainage of five percent (5%) of the value of work done to date and materials stored onsite, totaling \$70.00, has been withheld from the payment per the Contract Specifications and

**WHEREAS**, the total amount due the contractor for the first payment is \$1,340.00 and,

**WHEREAS**, Barton & Loguidice, after review, authorize the Town Board of the Town of Ulysses to make the first payment to Blanding Electric, Inc. in the amount of \$1,340.00 for work completed for the period ending October 28, 2003,

**NOW THEREFORE BE IT RESOLVED**, the Town Board of the Town of Ulysses authorizes Supervisor Austic to issue a check to Blanding Electric, Inc. in the amount of \$1,340.00 for the first payment for Town of Ulysses Water District No. # 3 Water System Improvements.

**FURTHER RESOLVE** that this check for \$1,340.00 not be mailed until Blanding Electric, Inc. has provided the requested Utilization Plan that Marsha L. Georgia, Minority Business Enterprise Officer has requested from Mr. Phil Hores, Project Manager.

#### **65. Proceed with Local Law on Moratorium on Sub-Divisions**

**BE IT RESOLVED** that the Town Board of the Town of Ulysses precede with the process of establishing a moratorium on the division of existing parcels in the Town of Ulysses.

## 66. Review of Utility Bills

WHEREAS, the New York State Public Service Commission instituted formal proceedings to consider the past billings and other issues, claims or disputes in connection with the rendition of street lighting services by New York State Electric & Gas Corporation ("NYSEG"); and

WHEREAS, the Town of Ulysses intervened in such proceedings; and

WHEREAS, the Town of Ulysses engaged Computel Consultants ("Computel") to represent the Town of Ulysses in such proceedings and negotiate on its behalf in regard to all issues, claims or disputes pertaining to street lighting services rendered by NYSEG to the Town of Ulysses, including, but not limited to, its past NYSEG streetlighting bills; and

WHEREAS, negotiations between NYSEG and Computel have resulted in a settlement and release agreement between NYSEG and the Town of Ulysses; and

WHEREAS, Computel has recommended the acceptance of such settlement and release agreement,

NOW THEREFORE BE IT RESOLVED, that Supervisor Douglas Austic is authorized and directed to execute a settlement and release agreement with and to deliver the same to NYSEG. The settlement and release agreement is in accord and satisfaction for all issues, claims or disputes pertaining to street lighting services rendered by NYSEG to the Town of Ulysses for the period set forth in the settlement and release agreement.

## 67. 2004 Budget Approval

**BE IT RESOLVED** that the Town Board of the Town of Ulysses adopts the 2004 Budget as presented by Supervisor Austic.

## 68. Resolution Subject to Permissive Referendum to Purchase Salt Spreader

**BE IT RESOLVED** that the Town Board of the Town of Ulysses pass a resolution to withdraw monies from the Town of Ulysses Highway Equipment Reserve Fund for the purchase of a 8' Hydraulic Salt Spreader in the amount of \$3,895.

**FURTHER RESOLVE** that this resolution, pursuant to §65 (14) of the Town Law, is subject to a permissive referendum and will be so advertised in the Town's Official Newspaper.

## SPECIAL TOWN BOARD MEETING NOVEMBER 13, 2003

### Review Tower Ordinance/ Land Sub-divisions/ Draft Zoning Ordinance

## **SPECIAL TOWN BOARD MEETING NOVEMBER 19, 2003**

### **Draft Zoning Ordinance**

## **SPECIAL TOWN BOARD MEETING NOVEMBER 25, 2003**

### **Draft Zoning Ordinance**

## **SPECIAL TOWN BOARD MEETING DECEMBER 1, 2003**

### **Draft Zoning Ordinance**

## **REGULAR TOWN BOARD MEETING DECEMBER 9, 2003**

### **69. R. Myers Construction Payment Request**

**Whereas**, the Town of Ulysses has received the certified Fourth Submission for work completed through November 21, 2003 Contract No. 1A – General Construction DWSRF Project No. 16097 and

**Whereas**, the total amount of work done to date is \$2,044,792.56 No monies are being requested for stored materials under this payment and,

**Whereas**, a retainage of five percent (5%) of the value of work done to date and materials stored on-site, totaling \$102,239.63, has been withheld from the payment per the Contract Specifications and

**Whereas**, the total amount due the contractor for the fourth payment is \$423,095.77 and,

**Whereas**, Barton & Loguidice, after review, authorize the Town Board of the Town of Ulysses to make the fourth payment to R. Myers Construction, Inc. in the amount of \$423,095.77 for work completed for the period ending November 21, 2003,

**Now Therefore Be It Resolved**, the Town Board of the Town of Ulysses authorizes Supervisor Austic to issue a check to R. Myers Construction, Inc. in the amount of \$423,095.77 for the fourth payment for Town of Ulysses Water District No. # 3 Water System Improvements.

### **70. Amendment to the Standards Specifications and Details for Water Facilities District #3**

**Whereas**, the Town Board of the Town of Ulysses did approve and establish standard specifications for the Town's water facilities on September 15, 2003; and

**Whereas**, it has become evident that some sections need to be amended to modify the specifications and clarify the details; and

**Whereas**, strict adherence to the requirement of section 2.15 may create a hardship upon resident users due to the availability of Mueller/McCullough tile set meter boxes locally; and

**Whereas**, the Southern Cayuga Intermunicipal Water Commission has used, and recommended for our use in Ulysses, a more readily available Ford meter box; and

**Whereas**, although the standards and details reference HDPE as an acceptable alternative to Type K copper as a supply line from the meter box to the user, detail drawing No. 7 requires that only Type K copper water service pipe be used from the meter box to the house.

**Now Therefore Be It Resolved** the Town Board of the Town of Ulysses amends the Standard Specifications and Details for Water Facilities as follows:

- a. Section 2.15.1 be amended to read: All tile set meter boxes shall be Mueller/McCullough Therma-Coil Meter Box as manufactured by Mueller Co., Ford meter boxes or other such similar boxes for cold climates as approved by the water superintendent and consulting engineers.
- b. Section 2.15.2 to be amended to read: All tile set meter boxes shall include a round locking cast iron lid for use in cold climates and contain a precast hole for a remote touch pad reader. The manufacturer of the meter box shall manufacture the lid and a closed cell-insulating pad shall also be provided.
- c. Detail Drawing No. 7 is amended to indicate that HDPE is an acceptable alternative supply line material to be used from the meter box to the house/structure being supplied.

## **71. Auble Annexation**

**Whereas**, upon consideration of the petition of William J. Auble for annexation under the New York State Municipal Annexation Law, Art.17 General Municipal Law dated, September 30, 2003 and amended November 3, 2003 and after public hearing jointly with the Village Board of Trustees of the Village of Trumansburg held November 16,2003, and upon all evidence, oral argument or written comment or objections received, the Ulysses Town Board has reviewed the issue of overall public interest of said annexation request as to Tax Parcel No. 11.-2-7.1 and 11.-2-4 from the Town of Ulysses to the Village of Trumansburg;

**Now Therefore Be It Resolved**, that pursuant to the New York State Municipal Annexation Law under Article 17 of the General Municipal Law,

The Ulysses Town Board, as required by statute has made the following findings:

1. Reviewed the petition of William J. Auble dated September 30, 2003 and amended November 3, 2003, and determined it was sufficient pursuant to Section 703 of the Municipal Annexation Law, noting the described territory must exclude Seneca County lands and is solely Tax Parcel No. 11. -2-7.1 and 11. -2-4.

2. Held a joint public hearing on November 16, 2003 with the Village of Trumansburg Board of Trustees, and heard public comment and petitioner's arguments as to the public interest of such annexation.
3. Reviewed the evidence presented and comments to the effect of the benefit to the public interest.
4. Examined the area to be annexed and joint advantages to the Village of Trumansburg and Town of Ulysses by such area annexation.
5. Determined that the area to be annexed is unserved by village water and the annexation would allow such services not presently allowed.
6. Determined that the town taxation base will not decrease by any village annexation and if fact may increase due to future water access.
7. Determined the town interests are not adversely affected by such annexation.
8. Determined that the future public interest of the town will be helped by the annexation in that increased property valuation and the taxes to the town after annexation and infrastructure of water from village, will serve both the Town and Village.
9. Determined that proper notice and publication has been made by the Town and Village, and that the time to file written objections or public comment has passed under General Municipal Law Section 705.
10. Determined that the Village of Trumansburg is the lead agency under the State Environmental Quality Review Act and that determination of significance there under is the prerogative of said Village Board.
11. Determined that all actions by the Town of Ulysses are completed and that subject to Village action first under the New York State Environmental Quality Review Act, the Village is free to act on said petition.

**Be It Further Resolved** the Ulysses Town Board subject to Village Board of Trustees SEQR review hereby approves the annexation petition of William J. Auble dated September 30, 2003 as amended November 3, 2003 for the annexation of Tax Parcels No. 11. -2-7.11 and 11. -2-4 from the Town of Ulysses to the Village of Trumansburg as being in the overall public interest and consents to said annexation by the Village of Trumansburg, pursuant to the Municipal Annexation Law, and consents to issuance of said order according to law.

## **72. Gratitude of Service – Sue Poelvoorde**

**Whereas**, Sue Poelvoorde made a decision not to run for election in 2003, and

**Whereas**, Sue served the town in various positions throughout the years, and

**Whereas**, the contributions made by Sue, a retiring Board Member, are many and have greatly benefited the Town of Ulysses,

**Whereas**, prior to being appointed in 1999 Sue spent untold hours on the comprehensive plan committee and since her election in 2000 has added to a lot of her time and knowledge to the zoning revision process.

**Whereas**, Sue has spent countless hours working for the town in the sometimes-thankless task of town government and made in her own way contributions, which will be seen in the town for years to come.

**Now Therefore It Be Resolved**, by the Town Board of the Town of Ulysses, that by the adoption of this resolution, the Town Board on behalf of the residents of the Town does hereby express their gratitude for the service Sue has given the town.

### **73. Gratitude of Service – Carolyn Duddleston**

**Whereas**, Carolyn Duddleston made a decision not to run for election in 2003, and

**Whereas**, Carolyn served the Town in various positions throughout the years, and

**Whereas**, the contributions made by Carolyn, a retiring Board Member, are many and have greatly benefited the Town of Ulysses,

**Whereas**, Carolyn served as Deputy Town Clerk, Town Clerk and Tax Collector prior to her election to the Town Board in 1984. She served a brief stint as Town Supervisor when Marty Luster resigned to accept the NYS Assembly position. She continued on the Town Board for two terms until 1991 and retired. For some reason she came out of retirement in 1996 and ran for a Town Board seat again and was elected and again and again in the next election. In all she has served on the Town Board for 4 terms. During this time she has been active in the zoning revision process for many years.

**Whereas** Carolyn has spent countless hours working for the Town in the sometimes-thankless task of Town government and made in her own way contributions, which will be seen in the Town for years to come.

**Now Therefore It Be Resolved** by the Town Board of the Town of Ulysses, that by the adoption of this resolution, the Town Board on behalf of the residents of the Town does hereby express their gratitude for the long service Carolyn has given to the Town.