

# Village of Cayuga Heights

Board of Trustees  
Regular Meeting  
Marcham Hall  
January 12, 2015  
7:00 p.m.  
AGENDA



## Exhibit No.

- |  |                             |
|--|-----------------------------|
| 1. Approval of Meeting Minutes: December 8, 2014<br>Resolution #7549   | 2015-068                    |
| 2. Report of Fire Superintendent Tamborelle<br>Submitted Report*   | 2015-069                    |
| 3. Report of Asst. Superintendent of Public Works Frisbie<br>Submitted Report*                               | 2015-070                    |
| 4. Privilege of the Floor . 30 minutes - SIGN-UP at 6:45 p.m.<br>Website . Privilege of the Floor Guidelines | unrevised                   |
| 5. Report of Mayor   |                             |
| a. Lighting Proposal   | 2015-071                    |
| b. Resolution of Appreciation  | 2015-072                    |
| c. Freedom from Domestic Violence as a Human Right Statement   | 2015-073                    |
| d. GTCMHIC Municipal Cooperative Agreement Renewal   | 2015-074                    |
| e. Code of Ethics  | 2015-075                    |
| f. Schuyler County LPG Storage Facility  | 2015-076                    |
| 6. Report of the Trustees  |                             |
| 7. Report of Police Chief Steinmetz<br>Submitted reports *   | 2015-077a,b,c               |
| 8. Report of Superintendent of Public Works Cross  |                             |
| a. Stormwater Management Audit Update  |                             |
| b. NYS and Tompkins County building code revisions   |                             |
| 9. Report of Clerk & Treasurer<br>Submitted report*<br>Monthly Report of the Treasurer                       | 2015-078a,b<br>Attachment A |
| 10. Report of Attorney   |                             |
| 11. Executive Session (as necessary)   |                             |
| 12. Adjournment  |                             |

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\* All Exhibits and Reports are located on <http://www.Cayuga-Heights.ny.us/Minutes/Agenda> Packet unless otherwise noted

## EXHIBIT 2015-068

Minutes  
Marcham Hall

VILLAGE OF CAYUGA HEIGHTS  
BOARD OF TRUSTEES MEETING

Monday, December 8, 2014  
7:00 p.m.

**Present:** Mayor Supron; Trustees: Friend, Hamilton, Robinson, Salton, and Woodard; Chief of Police Steinmetz; Clerk & Treasurer Mangione; Attorney Marcus.

**Absent:** Trustee Crooker and Fire Superintendent Tamborelle; Asst. Superintendent of Public Works Frisbie; Superintendent of Public Works Cross (will join meeting as soon as able)

**Call to Order:** Mayor Supron called the meeting to order at 7:06 p.m.

**1. Approval of Meeting Minutes: November 10, 2014**

**Resolution # 7539**

**BE IT RESOLVED THAT:** Minutes of the November 10, 2014 Village of Cayuga Heights Board of Trustees Meeting are approved as written in Exhibit FYE2015-060.

*Motion:* Trustee Salton

*Second:* Trustee Woodard

*Discussion:* none

*Ayes:* Trustees Friend, Hamilton, Robinson, Salton, and Woodard

*Nays:* none

*Abstentions:* none

**Motion carried**

**2. Report of Fire Superintendent Tamborelle (Exhibit FYE2015-061)**

The Village Fire Company responded to the severe storm in Buffalo, NY; a crew and equipment was sent to assist. A letter to Cornell requesting financial assistance for the Fire Department is being prepared by Mayor Supron, Fire Superintendent Tamborelle and Clerk & Treasurer Mangione. A draft will be sent to John Gutenberger with the final letter submitted to Joel Malina by the middle of December. A request has been made and granted to be included on the February agenda of the grant committee. Fire Department calls to Cornell property account for an average 6% of the total received per year over the past five years. Fraternities and sororities account for an additional 9%; these properties do pay property tax. It will be requested that Cornell contribute 6% of the department's annual budget including fire station bond payments. A further request of \$50,000 to outfit the anticipated fire truck replacement in 2016 will be made. The last contribution Cornell made to the Village of Cayuga Heights for any purpose was \$40,000 donated in 2000 for the construction of the \$2.2 million fire station.

**3. Report of Asst. Superintendent of Public Works Frisbie**

No report

**4. Privilege of the Floor**

No speakers

**5. Report of the Mayor**

**a. Water Rate Surcharge:** A discussion leading to a decision on the Village's surcharge which is added to the water rent charged by Bolton Point took place. Prior to a significant increase a few ago, the Village surcharge was 100%; to buffer residents from an excessive increase the surcharge was reduced to 79%. The primary point of discussion was whether or not a revenue increase would meaningfully offset future maintenance or upgrades expenses for the Village's water infrastructure.

**Resolution # 7540**

**BE IT RESOLVED THAT:** The Village of Cayuga Heights Board of Trustees establishes the Water Surcharge Rate at 79% of the Southern Cayuga Lake Intermunicipal Water Commission (Bolton Point) Water Rent of four dollars and thirty five cents (\$4.35) per 10,000 gallons effective January 1, 2015. The surcharge results in a total base rate of \$77.87 per 10,000 gallons of water. The sewer rate of \$21.50 remains unchanged.

*Motion:* Trustee Woodard

*Second:* Trustee Hamilton

*Discussion:* none

*Ayes:* Trustees Friend, Hamilton, Robinson, and Woodard

*Nays:* Salton

*Abstentions:* none

**Motion carried**

**b. Declaring Freedom from Domestic Violence as a Human Right:** A copy of Tompkins County Adopted Resolution #2014-214 was reviewed. Police Chief Steinmetz brought attention to the discrepancy between the number of calls made to the Advocacy Center of Tompkins County and the average number of criminal domestic violence victims, highlighting the stigma associated with and difficulty of reporting occurrences to police. The Board concurred that it is important and significant to stand against this social ill. Trustee Hamilton will prepare a resolution declaring freedom from domestic violence as a fundamental human right and in support of the initiatives taken by Tompkins County and others. This draft resolution will be distributed ahead of the January 12, 2015 Board of Trustees Meeting.

**c. Reappointment of Brian Eden:**

**Resolution # 7541**

**WHEREAS,** Representation from the Village of Cayuga Heights on the Tompkins County Environmental Management Council is deemed worthwhile; and

**WHEREAS,** Brian Eden has faithfully represented the Village of Cayuga Heights on the Tompkins County Environmental Management Council; and

**WHEREAS,** Brian Eden lives in the Village of Cayuga Heights and agrees to serve as its representative on the Tompkins County Environmental Management Council,

**NOW, THEREFORE, BE IT RESOLVED THAT:** Approval is granted to Mayor Supron supporting the reappointment of Brian Eden to the Tompkins County Environmental Management Council representing the Village of Cayuga Heights commencing on January 1, 2014 for a term of two (2) years.

*Motion:* Trustee Hamilton

*Second:* Trustee Robinson

*Discussion:* none

*Ayes:* Trustees Friend, Hamilton, Robinson, Salton, and Woodard

*Nays:* none

*Abstentions:* none

**Motion carried**

The Board went on to emphasize that the Village's stormwater infrastructure needs to be bolstered.

**d. Zoning Review Committee Update:** Three main sections of the code have been completely rewritten; these sections are: residential, multi-family, and commercial. The overriding sections remain; these include but are not limited to: parking, unique natural areas (UNA), stream set-backs, and steep slope protections. Regulations need not be onerous; they are designed to be helpful for property owners and code enforcement. The trend is for more protections to control stormwater flow.

**e. Holiday Luncheon:** The Mayor reminded the group that the get-together is scheduled for Friday the 12<sup>th</sup> at noon and as in the past it will be held at the Fire Station. It was determined that a moment of silence will replace words of thanksgiving prior to the beginning of the buffet.

**f. Deer Management Population Monitoring:** Cornell University, Department of Natural Resources, has forwarded a contract amounting to \$22,723 to begin negotiations for deer population monitoring this year. The project, entitled "Deer Research and Management Plan, Village of Cayuga Heights, New York," will be under the direction of Professor Paul Curtis. Since negotiations will need to be finalized prior to the next board meeting, the Mayor requested authority to sign the contract once it has been reviewed by Attorney Marcus.

**Resolution # 7542**

**BE IT RESOLVED THAT:** The Village of Cayuga Heights Board of Trustees authorizes Mayor Supron to sign a contract with Cornell University for annual deer population monitoring, not to exceed \$22,723 and pending attorney review.

*Motion:* Trustee Woodard

*Second:* Trustee Salton

*Discussion:* none

*Ayes:* Trustees Friend, Hamilton, Robinson, Salton, and Woodard

*Nays and Abstentions:* none

**Motion carried**

**6. Report of the Trustees**

Examples of Emergency Plan Incidence Specific Response pamphlets/flip charts were distributed by Trustee Salton. These charts would be supplied to designated responders. They are not meant to replace a full Emergency Plan but are a quick guide. Trustee Salton expects to receive an editable version of a complete Emergency Plan to use as an example.

Trustee Salton reported on the excessive heat in the server room resulting from removal of the asbestos covering. On Friday, December 5<sup>th</sup> the Sherpa Technologies IT consultant reported that the current heat level can and likely will damage the servers. A temporary solution that afternoon involved wrapping the heat pipes in fiberglass insulation by a Public Works crew. A more secure, permanent solution is planned in the near future.

The Department of Public Works internet needs to be updated. DSL through Verizon is currently in place. An upgrade is necessitated by required improved security for the facility at 123 Sheldon Road. An incident of vandalism there took place during the previous week.

Trustee Woodard wondered if it is possible to require all employees to use payroll direct deposit. While reviewing the monthly banking reconciliations earlier in the day, it became apparent that it would simplify the process for the Trust and Agency account. The primary saving would be administrative and mayoral time.

Superintendent of Public Works Cross joined the meeting.

**7. Report of Police Chief Steinmetz** (Exhibit FYE2015-065a,b,c)

Preparation of the 2014 Police Department Annual Report is in process. It has been a busy year for the department.

In response to a Cornell student's email requesting installation of a Blue Light call box in the Village, the Board reviewed applicable information. Blue Light call boxes are hard wired to a central monitoring system. The Village of Cayuga Heights is connected to the county 911 dispatch center. Nearly every student carries a mobile phone allowing for access to emergency response; Cornell has an app for students to load on their mobile devices. Many communities are moving away from hard-wired emergency call boxes. Trustee Salton will respond to the student and share the discussion results.

Officer Brandon Manheim was named Outstanding DWI Officer of the Year (small police agency) and the Village Police Department was honored as Small Agency of the Year by Stop DWI Tompkins County.

**8. Report of Superintendent of Public Works Cross**

**NYS DEC Audit of the Village's Stormwater Management Plan:** As set forth in the Village's Local Law #2 of 2007 for Stormwater Management, Erosion, and Sediment Control, the Village must maintain a Stormwater Management Plan (SMP) consistent with NYS DEC law; most of the audit findings require updates to the existing SMP. Supt. Cross believes that no change to the aforementioned Local Law is required to satisfy the audit's findings. Attorney Marcus will review this assertion. Supt. Cross has made progress on the revisions. The Stormwater Coalition of Tompkins County released its template dated December 8, 2014 for the same purpose. This template will be incorporated with the SMP and an updated document will be available for review prior to the next meeting of the Board. The audit response is required by the end of January 2015.

**Asbestos Abatement:** Removal is complete. Mayor Supron contacted Industrial Medical Associates in Syracuse to arrange for a presentation to employees on the health risks associated with asbestos exposure. They do not provide advice in this capacity. Supt. Cross and Trustee Salton will contact other experts who may be available for dialog at an all-hands meeting.

**Marcham Hall Roofing:** Repair work to the roof was completed a few weeks prior to the meeting.

Superintendent of Public Works Cross left the meeting.

**9. Report of Clerk & Treasurer Mangione** (Exhibits FYE2015-066a,b)

**Resolution #7543**

**WHEREAS,** The Village of Cayuga Heights owns an obsolete microfiche reader, and

**WHEREAS,** Image Integrator is willing to purchase said equipment for parts,

**NOW, THEREFORE, BE IT RESOLVED THAT:** This Board of Trustees approves the sale of one (1) microfiche reader, currently stored in the attic of Marcham Hall for no less than scrap value of \$100.

*Motion:* Trustee Robinson

*Second:* Trustee Friend

*Discussion:* none

*Ayes:* Trustees Friend, Hamilton, Robinson, Salton, and Woodard

*Nays and Abstentions:* none

**Motion carried**

**Resolution # 7544**

**BE IT RESOLVED THAT:** The Village of Cayuga Heights Board of Trustees authorizes Treasurer Mangione to make the following revisions to the Fiscal Year Ending May 31, 2015 Adopted Budget:

Increase Sewer Administration ó Legal (G8110.410) by \$449 funded from Sewer Special Items ó Contingency (G1990.400) and,  
Increase Public Safety: Fire Insurance (A3410.430) by \$1,694.49 transferred from Public Safety: Fire Utilities (A3410.440).

*Motion:* Trustee Hamilton

*Second:* Trustee Robinson

*Discussion:* none

*Ayes:* Trustees Friend, Hamilton, Robinson, Salton, and Woodard

*Nays and Abstentions:* none

**Motion carried**

Non-profit organizations have requested exposure on the Village's website and/or ability to post signs in front of Marcham Hall. Attorney Marcus advised that the Village cannot devote the property to benefit any organization. It would provide that organization with a measurable benefit that would otherwise be a cost to them, and so would be considered a gift, which is prohibited by the NYS Constitution.

**Resolution # 7545**

**BE IT RESOLVED THAT:** Abstract #7 for FYE2015 consisting of Trust and Agency vouchers 49 - 57 in the amount of \$16,034.34 and Consolidated Fund vouchers 439 - 516 in the amount of \$357,222.44 is approved and the Treasurer is instructed to make payments thereon.

*Motion:* Trustee Woodard

*Second:* Trustee Friend

*Discussion:* none

*Ayes:* Trustees Friend, Hamilton, Robinson, Salton, and Woodard

*Nays and Abstentions:* none

**Motion carried**

**10. Report of Attorney Marcus**

At the July 14, 2014 the Board approved (Resolution #7505) the Village of Lansing and Southern Cayuga Lake Intermunicipal Water Commission (SCLIWC) joint water project to build a water main under Route 13 in the Village's role as member of the water commission. The project and therefore the contract between the Village of Lansing and SCLIWC have changed somewhat due to engineering modifications and budget concerns. This change necessitates, in the view of the attorney for SCLIWC, the affirmation of continued approval by the member municipalities.

**Village of Lansing - SCLIWC Route 13 Joint Water Main Project Intermunicipal Agreement Reaffirmation Approval Resolution**

**Resolution # 7546**

**WHEREAS:**

- A. Whereas, on July 14, 2014, the Village of Cayuga Heights Board of Trustees passed Resolutions 7505 and 7506 providing for (i) the adoption of its Negative Declaration in conjunction with its independent and uncoordinated environmental review in accordance with Article 8 of the New York State Environmental Conservation Law - the State Environmental Quality Review Act ("SEQR") for a joint water project (the "Joint Project") between the Village of Lansing and the Southern Cayuga Lake Intermunicipal Water Commission ("SCLIWC"); (ii) its authorization for SCLIWC proceeding with the Joint Project; and (iii) its authorization for the completion and execution of an intended intermunicipal use agreement between the Village of Lansing and SCLIWC related thereto, pursuant to which the project expenses are to be set forth and other agreed upon provisions are to be included; and
- B. Whereas, a proposed Village of Lansing-Southern Cayuga Lake Water Commission & its Member Municipalities-Joint Intermunicipal Water Main Agreement regarding the Joint Project has been provided to the Village of Lansing and to the SCLIWC member municipalities for their respective and collective approvals of the Agreement and authorizations for its execution by the required parties thereto;

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

- A. The Village of Cayuga Heights Board of Trustees does hereby reaffirm its approval of the Village of Lansing-Southern Cayuga Lake Water Commission & its Member Municipalities-Joint Intermunicipal Water Main Agreement, a current copy of which has been submitted to the Board; and
- B. The Village of Cayuga Heights Board of Trustees hereby authorizes the Mayor, the Deputy Mayor or the acting Mayor, as the case may be, to execute such proposed Agreement on behalf of the Village, as a member municipality of the SCLIWC, in substantially the form presented to the Village Board of Trustees, subject to the final approval as to form

and content by the Mayor, the Deputy Mayor or the acting Mayor, as the case may be, the Village clerk/Treasurer, and the Attorney for the Village, and to take such further action as may be necessary and appropriate to give full force and effect to this resolution; and

- C. The Village Board of Trustees hereby authorizes and requests that the Mayor, the Deputy Mayor or the acting Mayor, as the case may be, the Village Clerk/Treasurer, and the Attorney for the Village take such steps as may be necessary, desirable and/or appropriate to effectuate the intent of the foregoing resolutions; and
- D. Any and all actions heretofore or hereafter taken by the Mayor, the Deputy Mayor or the acting Mayor, as the case may be, the Village Clerk/Treasurer, and the Attorney for the Village within the terms and in conformity with the intent and purpose of the foregoing resolutions hereby are in all respects ratified, confirmed and approved as the proper and authorized acts and deeds of the Village.

*Motion:* Trustee Salton

*Second:* Trustee Woodard

*Discussion:* none

*Ayes:* Trustees Friend, Hamilton, Robinson, Salton, and Woodard

*Nays and Abstentions:* none

**Motion carried**

## 11. Executive Session

### Resolution # 7547

**BE IT RESOLVED THAT:** An Executive Session of the Village of Cayuga Heights Board of Trustees is deemed appropriate by virtue of §105 of the NYS Open Meeting Law subsection (f) the medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation.

*Motion:* Trustee Salton

*Second:* Trustee Robinson

*Discussion:* none

*Ayes:* Trustees Friend, Hamilton, Robinson, Salton, and Woodard

*Nays and Abstentions:* none

**Motion carried**

### Resolution # 7548

**BE IT RESOLVED THAT:** An Executive Session of the Village of Cayuga Heights Board of Trustees is ended and returned to Open Session.

*Motion:* Trustee Salton

*Second:* Trustee Robinson

*Discussion:* none

*Ayes:* Trustees Friend, Hamilton, Robinson, Salton, and Woodard

*Nays and Abstentions:* none

**Motion carried**

## 12. Adjournment:

Meeting of the Village of Cayuga Heights Board of Trustees was adjourned by Mayor Supron at 10:35 p.m.

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## Approval of Meeting Minutes: December 8, 2014

### Resolution # 7549

**BE IT RESOLVED THAT:** Minutes of the December 8, 2014 Village of Cayuga Heights Board of Trustees Meeting are approved as written in Exhibit FYE2015-068.

*Motion:*

*Second:*

*Discussion:*

*Ayes:*

*Nays:*

*Abstentions:*

## EXHIBIT 2015-069

January 10, 2015

Honorable Kate Supron  
Board of Trustees  
Village of Cayuga Heights

Monthly Report December, 2014

For the last month of the year we had 37 calls. There were 21 calls in the Village of Cayuga Heights, 12 calls in the Town of Ithaca and 4 mutual aid requests. We had 23 EMS runs and 14 fire calls. It was a fairly routine month until the end when we had a structure fire on Tarryton Drive in the Town of Ithaca. We were dispatched to a report of a working fire with heavy fire involvement around 1:30 in the afternoon. While units were responding we could see a large column of black smoke in the area indicating a fire that was well off. Photos shown in the news the next day show the garage area of the house fully involved at the time of our dispatch. First arriving units quickly determined all occupants of the house were out and we could concentrate on suppression immediately. The fire was knocked down within 10 minutes of arrival and, except for overhaul, the fire was controlled within 30 minutes. Crews were on scene performing overhaul for several more hours and then an engine stood by with the investigation team until around midnight. The investigation team from the Ithaca Fire Department was unable to determine a cause of the fire. We received mutual aid from the Ithaca, Lansing and Dryden Fire Departments. This was an amazing effort from our members on a Monday afternoon during break for many of our members. We were able to respond all of our apparatus and get the job done in a rapid manner. I am very proud of our department.

We ended 2014 with a total of 586 calls. We were up 31 calls from 2013. There were 287 fire and 299 EMS responses. We responded to 318 calls in the Village of Cayuga Heights, 192 calls in the Town of Ithaca and we were requested mutual aid 76 times. We received mutual aid from our neighbors 10 times through 2014. We averaged 10.9 members per call throughout the year. Our average response time from dispatch to apparatus on the road was 3 minutes with an average call length of 34 minutes. Our total man hours for the year as 3226.41 hours spent on calls. These totals do not include all of the training hours or other hours spent on community functions by members of the department. These are some remarkable numbers from a volunteer department. The members of the Cayuga Heights Fire Department are an amazing and dedicated group!

We did continue to train through the holidays. Many of our members head home for the month but before they all left we had our annual Jeopardy Training. This is a great time for all the members. We split into three teams with all levels of member on each team and then test general department knowledge using water can fire extinguishers to buzz in for answers. It is usually pretty lively. Through the holiday we concentrated on helping those in town with checklist work and driver training.

We are looking forward to Spring 2015 recruit class. We will be recruiting members through February and running the recruit classes in March. Looking ahead to the spring of 2015 we are going to be graduating a few key members of the department. We will spend the spring moving the recruits through the training process but also concentrating on getting our current members through checklists and into interior status.

We hope that 2015 will prove as exciting and fulfilling as 2014 was. The members of this department will continue to strive to provide top quality fire and EMS protection to our district.

Sincerely,

George Tamborelle  
Fire Chief/Fire Superintendent

**EXHIBIT 2015-070**

REPORT OF PUBLIC WORKS  
Monday, January 05, 2015

TO: BOARD OF TRUSTEES

FROM: Jeffrey Frisbie; Asst. Superintendent of Public Works

PERIOD: December 2014

REPORT BY DEPARTMENT:

1. PUBLIC WORKS

- a. Street System: Leaf season has been completed. The crew has been working the rotation to keep the roads safe when called in.
- b. Storm Water System: We have been continuously cleaning catch basins and monitoring our creeks to keep them clear of debris.
- c. Water System: We repaired a valve on Cayuga Heights Rd.
- d. Sewer System: We have plans on continuing flushing.
- e. Buildings and Grounds: Nothing to report
- f. Personnel: Nothing to report.
- g. Safety: Nothing to report.

## EXHIBIT 2015-071

Restoration Lighting Proposal  
Cayuga Heights Village Office  
Ithaca, NY 14850

1. Proposed as outlined below for           Beatrice Szekely  
  Cayuga Heights  
  836 Hanshaw Rd.  
  Ithaca, NY 14850
2. Contractor                                       Vintage Lighting  
  Michael Montgomery  
  P. O. Box 381  
  371 Main Street  
  Aurora, NY 13026  
  315-364-8182
3. Description of Lamps                       Two Large 1900-20s  
  Wedding Cake Fixtures
4. Scope of Work                                 Pickup and Delivery

Lamps to be completely taken apart and cleaned. Inspection of all parts to identify if any structural work needed. If all checks out (which I expect) all sections will be cleaned waxed/or lacquered. Inner parts of fixture such as prism rings (and structure) sockets to be polished and lacquered. All electrical sockets to be tested and rewired (to ceiling). Fixture to be reassembled. Prisms to be counted to make sure to complete fixture. The prisms will then be cleaned repaired (wires) if needed. When first fixture is complete Beatrice will be notified and scheduled for viewing. If given approval the second fixture will be restored.

**Price quote \$800 per fixture.**

Value: It is my opinion that these fixtures completely restored in a retail setting such as NYC would be priced around \$8,000 to \$10,000 each. For insurance purposes I would use the higher amount.

Beatrice: Quote is based on observations and our meeting. I don't anticipate additional cost or problems but will contact you if found. Final price will not exceed above amount unless approved and proof of work needed. On the subject of warranties I would be glad to give you a one year period for electrical and any work completed by me. Lamps I sell in my business get a lifetime warranty or as long as I am in business. Just so you know in 25 years in business I can remember only a few that needed work in that period. Deadline expressed by you is spring 2015 June. Please feel free to contact me with any questions.

## **EXHIBIT 2015-072**

### **Resolution:**

**WHEREAS**, the Village of Cayuga Heights is celebrating its centennial year; and

**WHEREAS**, the Village Historian and Village Preservationists have arranged a Centennial Speaker Series as part of celebrations commemorating the centennial year; and

**WHEREAS**, a Tompkins County Community Celebrations grant has been awarded to the Village to support this event; and

**WHEREAS**, a postcard has been prepared announcing the event to the residents of Cayuga Heights; and

**WHEREAS**, Terry Marcus has applied her skills as a graphic artist to this effort.

**NOW, THEREFORE, BE IT RESOLVED THAT:** The Board of Trustees of the Village of Cayuga Heights expresses their appreciation to Terry Marcus for the application of her fine skills to the betterment of the Centennial Celebration.

## **EXHIBIT 2015-073**

### **Freedom from Domestic Violence as a Human Right Statement**

The Board of the Trustees of the Village of Cayuga Heights hereby formally states its abhorrence of domestic violence and its support for Resolution #2014-214 adopted by the Tompkins County Legislature "Declaring Freedom from Domestic Violence as a Human Right." We join with other governmental and non-governmental organizations in Tompkins County, New York State, and the United States of America to prevent all forms of domestic violence, to assure that it is recognized when it occurs, to respond to it quickly and decisively, and to treat both victims and perpetrators so that wounds are healed, families are made whole, and violence ends.

EXHIBIT 2015-074



Municipalities building a  
stable insurance future.

125 E. Court Street  
Ithaca, NY 14850  
607-274-5590  
INFO: consortium@twcny.ny.gov  
www.tompkinscountyny.gov/hconsortium

To: Directors and Chief Elected Official of Consortium Participants  
Cc: Municipal Clerks of Consortium Participants  
Date: January 3, 2015

Subject: GTCMHIC Municipal Cooperative Agreement Renewal

I am writing to you in your capacity of representing a member of the GTCMHIC. The current Municipal Cooperative Agreement (MCA) provides for renewal of the MCA every five years. This letter is to remind your elected body of the Renewal provision in MCA section Q.2. shown below.

At the Consortium's Board of Directors meeting on December 18, 2014 the reminder of this process was given to the Directors. Each municipality has until **March 1, 2015** to submit, by official resolution, to bring forward any modification to terms and conditions. Please be aware that no official response from your municipality is deemed to be agreement with the continuation of the Consortium's terms and conditions for another five years.

I am writing to the Chief Elected Official so that you municipality can start the review process in January to have a resolution before their municipal board for their February meeting in order to meet the March 1<sup>st</sup> filing date.

Please feel free to contact me with any questions

***Q. DISSOLUTION; RENEWAL; EXPULSION.***

*2. The continuation of the Consortium under the terms and conditions of the Agreement, or any amendments or restatements thereto, shall be subject to Board review on the fifth (5th) anniversary of the Effective Date and on each fifth (5th) anniversary date thereafter (each a "Review Date").*

*a. At the annual meeting a year prior to the Review Date, the Board shall include as an agenda item a reminder of the Participants' coming obligation to review the terms and conditions of the Agreement.*

*b. During the calendar year preceding the Review Date, each Participant shall be responsible for independently conducting a review of the terms and conditions of the Agreement and submitting to the Board of Directors a written resolution containing any objection to the existing terms and conditions or any proposed modification or amendment to the existing Agreement, such written resolution shall be submitted to the Board on or before March 1st preceding the Review Date. Failure to submit any such resolution shall be deemed as each Participant's agreement and authorization to the continuation of the Consortium until the next Review Date under the existing terms and conditions of the Agreement.*

*c. As soon as practicable after March 1st, the Board shall circulate to all Participants copies of all resolutions submitted by the Participants. Subject to Section S hereof, any resolutions relating to the modification, amendment, or objection to the Agreement submitted prior to each Review Date shall*

*be considered and voted on by the Participants at a special meeting called for such purpose. Such special meeting shall be held on or before July 1st preceding the Review Date.*

*d. Notwithstanding the foregoing or Section T hereof, if at the Annual Meeting following any scheduled Review Date the Board votes on and approves the budget and annual assessment for the next year, the Participants shall be deemed to have approved the continuation of the Consortium under the existing Agreement until the next Review Date.*

Sincerely,

A handwritten signature in blue ink, appearing to read "Don Barber".

Don Barber, Executive Director  
GTCMHIC

**EXHIBIT 2015-075**  
**Village of Cayuga Heights**  
**Code of Ethics**

**D R A F T**

The purpose of this Code of Ethics to require officials of the Village of Cayuga Heights (the "Village"), whether elected, appointed or employed, whether full time or part time, to avoid any action which will result in, or give the appearance of, unethical conduct.

**Section 1 – Declaration of Policy**

Pursuant to New York General Municipal Law §806, the Board of Trustees of the Village of Cayuga Heights recognizes rules of ethical conduct for public officials, officers and employees must be observed to maintain a high degree of moral conduct and public confidence in our local unit of government. Public officers, officials and employees must be independent, impartial and responsible to the people. They must ensure that government decisions and policy are made in the proper channels of the governmental structure, that public office is not used for personal gain, observe in their official acts the highest standards of morality and discharge faithfully the duties of their office regardless of personal consideration. It is the purpose of this code, approved by resolution by the Board of Trustees, to provide rules of ethical conduct for the officers, officials and employees of the Village of Cayuga Heights. In the event of any conflict between the provisions of this code and New York General Municipal Law, the latter shall control.

**Section 2 – Definitions**

- A. "Municipal Officer, Official or Employee" means an officer, official or employee of the Village of Cayuga Heights whether paid or unpaid, including members of any administrative board, commission, committee or other agency thereof. No person shall be deemed to be a municipal officer, official or employee solely by reason of being a volunteer fireman or civil defense volunteer, except a chief engineer or assistant chief engineer.
- B. "Interest" means a pecuniary or material benefit accruing to a municipal officer or employee unless the context otherwise requires.
- C. "Conflict of Interest" means no official, officer or employee of the Village shall have any interest, financial or otherwise, direct or indirect, or engage in any business or transaction or professional activity or incur any obligation of any nature, which is in conflict with, might reasonably tend to conflict with, might be perceived to present a conflict of interest with the proper discharge of his duties for the Village.

**Section 3 – Representation of Private Interests**

No official, officer or employee of the Village shall represent private interests before any department, board, office or agency of the Village nor represent private interests in any action or proceeding against the interests of the Village or in any litigation to which the Village is a party.

**Section 4 – Disclosure of Interest**

- A. Any official, officer or employee of the Village, whether paid or unpaid, who has a direct or indirect financial or other private interest in any matter being considered by the Village of Cayuga Heights' Board of Trustees, or by any other official or agency, officer or employee of the Village, and who participates in discussions before or gives opinions to the Board, agency or individuals, shall publicly disclose on the official record the nature and extent of such interest.
- B. Any official, officer or employees of the Village, whether paid or unpaid, who has knowledge of any matter being considered by any board, agency, officer or employee of the Village in which he has any

direct or indirect financial or other private interest, shall be required to disclose, in writing his interest to such board, agency, officer or employee and the nature and extent thereof.

- C. A copy of every disclosure required under subsection A and B above, including a copy of any transcript of such disclosure, shall be promptly provided to the Village Clerk who shall maintain and file the disclosure as a public record.

## **Section 5 – Interests in Conflict with Official Duties**

- A. Any official, officer or employee of the Village shall abstain from making personal investments in enterprises which he/she has reason to believe may be directly affected in decisions to be made by him/her or which will otherwise create conflict between his/her public duty and his/her private interest. Further he/she shall refrain from discussion of any questions in which he/she or a member of his/her immediate family has an interest.
- B. An elected official shall not vote on any proposal or action where that official has expressed an interest in property which will be affected by the adoption of the proposal or action, unless the official provides proof to the Village Clerk that he/she has notified the owner or agent of property of the termination of that interest.
- C. Public officials and employees, whether full time or part time, must avoid any action, which will result in or create the appearance of using public office for private gain, and/or the giving of preferential treatment to any person.
- D. Public officials, whether full time or part time, must avoid any action which will adversely affect the confidence of the public in the integrity of its municipal government or the public officials involved.

## **Section 6 – Standards of Conduct**

Every officer, official or employee of the Village of Cayuga Heights shall be subject to and abide by the following standards of conduct:

- A. Gifts – He/she shall not directly or indirectly solicit any gift, or accept or receive any gift, whether in the form of money, services, loan, travel, entertainment, hospitality, thing or promise, or any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence him/her in the performance of his/her official duties or was intended as a reward for any official action on his/her part. This restriction does not apply to gifts valued at \$25 or less in any one calendar year or the informal voluntary practice of Village residents providing Village employees with a holiday gratuity.
- B. Confidential information – He/she shall not disclose confidential information acquired by him/her in the course of his/her official duties or use such information to further his/her personal interest.
- C. Outside employment
  - i. He/she shall not engage in, solicit, negotiate for or promise to accept private employment or render services for private interests when such employment or service creates a conflict of interest with or impairs the proper discharge of his/her official duties.
  - ii. The Mayor and members of the Board of Trustees may not be considered for employment with the Village of Cayuga Heights while holding such positions and for a one-year period after leaving such office, whether by expiration of term, resignation or otherwise.
  - iii. He/she shall not, after the termination of service or employment with the Village of Cayuga Heights, appear before any board or agency of the Village of Cayuga Heights in relation to any case, proceeding or application in which he/she personally participated during the period of his/her service or employment or which was actively under his consideration for a period of two years.

- D. Use of village employees or public property
- i. Village employees and property may not be used for private interest. This shall not preclude any official, officer or employee from voluntarily performing service or work outside of the hours during which he/she is assigned to perform duties for the village.
  - ii. No official, officer or employee of the village shall request or permit the use of village owned vehicles, equipment, materials, or property for personal convenience or profit, except where such services are available to the village public or are provided as village policy for the use of such officer or employee in the conduct of official business.
- E. Purchasing - The Village will not purchase labor, services, goods or materials from any current Village Board member, officer or employee, or from any member of such person's immediate family, or from any entity that is owned, in whole or in part, or managed or controlled by, any such person or any member of such person's immediate family, except in the case that a majority of the members of the Board of Trustees vote in favor of doing so, with full disclosure of the relationships, in advance of engaging in the transaction.

The Village Purchasing Policy be revised to read "All transactions shall be in accordance with the Village's Code of Ethics as may be amended from time to time."

### **Section 7 - Distribution**

The Mayor of the Village of Cayuga Heights shall cause a copy of this code of ethics to be distributed to every official, officer and employee of the Village within five (5) days after the effective date of this resolution. Each official, officer and employee elected or appointed thereafter shall be furnished a copy before entering upon the duties of his/her office or employment. Each official, officer and employee shall upon receipt of a copy of this code indicate his/her understanding and agreement with the provisions of this code by affixing their signature to a form indicating the same. This form will be kept in the individual's personnel file. Additionally, each official, officer and employee shall complete and submit a confidential Disclosure Statement annually within thirty (30) days of the beginning of the Village Official Year to the Clerk.

### **Section 8 - Penalties**

In addition to any penalty contained in any other provision of law, any person who shall knowingly and intentionally violate any of the provisions of this code may be fined, suspended or removed from office or employment, as the case may be, in the manner provided by law.

### **Section 9 - Exception**

Nothing herein shall be deemed to bar or prevent the timely filing by a present or former municipal official, officer or employee of any claim, account, demand or suit against the Village of Cayuga Heights, or any agency thereof on behalf of him/herself or any member of his/her family arising out of any personal injury or property damage or for any lawful benefit authorized or permitted by law.

### **Section 11 - Effective Date**

This resolution shall take effect January XX, 2015.

# VILLAGE OF CAYUGA HEIGHTS

## CONFIDENTIAL

### DISCLOSURE STATEMENT

Last Name	First Name	Initial
Address	City	State
Department		
Title		

If the answer to any of the following questions is "none", please so indicate.

- Real Estate Ownership.** List the address of each piece of property that you or any member of your family own or have a significant financial interest in. List only real estate that is in the Village of Cayuga Heights (the "Village") or outside the Village but adjacent to the Village's boundaries. "Family" means your spouse or equivalent member of a household sharing living expenses with you, and any of the following, if residing with you: child, step-child, brother, sister, parent, or person you claimed as a dependent on your latest state income tax return. "Significant financial interest" shall mean an ownership interest of more than ten percent. "Significant financial interest" shall also include a security interest in the property (such as a mortgagee).

Name of Family Member	Relationship To You	Address of Real Estate	Nature and Extent of Investment

- Outside Interests.** List the name of any partnership, or unincorporated business (located in the State of New York or which does business in the State of New York) of which you or any member of your family (as defined above) is a member, officer, or employee, or has a significant proprietary interest (an ownership interest of more than 10%). Also list the name of any corporation, whether municipal, for-profit and/or not-for-profit (located in the State of New York or which does business in the State of New York) of which you or any member of your family is an officer, director, or employee, or owns or controls, individually or in combination with you or other members of your family, more than 10% of the outstanding stock. Also list the nature of any self-employment from which you or a member of your family has derived gross income of more than \$5,000.00 during the previous twelve months.

In completing this section one can omit reference to any not-for-profit entity that has no business dealings with the Village of Cayuga Heights.

Name of	Name of Employer	Nature of	Type of	Duties or
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Family Member Involved	Business/ Organization	Business/ Organization	Business (e.g. partnership, non-profit organization)	Nature of Affiliation
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3. **Licensed Professions.** If you practice law, are licensed as a real estate broker or agent, engineering practice or another profession licensed by the New York State Department of Education, or are involved in a corporation or business described in paragraph 2 above, set forth below a general description of the principal subject matters undertaken in the stated practice, including the nature of the clients/businesses.

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4. **Contracts with Village.** Set forth below any interest you may have in any contract, oral, written or implied, with the Village. (You may exclude your employment contract with the Village for the principal services you perform for the Village as an officer, employee, or professional consultant to the Village).

Description of Contract (e.g., professional consulting, supplies)	Nature of Interest in Contract (e.g., owner, supplier, etc.)
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**Date:** \_\_\_\_\_

**Signed:**

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**EXHIBIT 2015-076**

Schuyler County LPG Storage Facility

Thirteen municipalities have already stated their opposition to gas storage by passing resolutions (map also attached). Joining the coalition that is seeking party status is the next logical step and gives the municipalities a voice in the Issues Conference.

The Issues Conference is very strict as to who can participate. The first thing to understand is that an "issue" has to be, by definition, "significant and substantive". For the Administrative Law Judge, this means backed up by expert testimony and accompanied by a legal brief. The Wine Business Coalition that has formed is probably going to file an amicus brief piggy backing on one or more of our issues, since they have limited resources and are paying for legal representation themselves. We were able to obtain the Natural Resources Defense Council (NRDC) to represent the municipal coalition. This is huge because this will not cost any of the Towns, Villages, Cities or Counties any taxpayer dollars. NRDC also thinks they can pay for an expert witness and file for full party status, something the wine business coalition can't afford to do.

The Geneva folks and Steve Churchill are spearheading the coalition of municipalities and Ken Camera and Jackie Augustine have identified a number of issues that the City of Geneva is concerned about. I attached a rough draft agenda for a meeting this coming Tuesday with elected officials and the NRDC attorneys in Geneva. Ken is cc'd on this so if anyone is interested in this meeting I hope you connect with him, unfortunately Jackie is away.

I think that the distilled message is protecting Seneca Lake as a source of drinking water for 100,000 area residents and preserving the community character and a robust, bucolic, agritourism and recreation based economy. I don't think there is a municipality that depends on Seneca Lake for drinking water that could afford desalination equipment, and the salinity of the lake is already a significant concern (see the graphs attached). I would point out that even though the chloride levels of Seneca are quite high already, more disturbing is the sodium content. The DEC health advisory for infants and people with severely sodium restricted diets is 20 parts per million (ppm). Recent water sampling results show that Seneca is hovering around 80 ppm, nearly 4 times the advised limit.

What we really need *before the January 16 filing deadline* is as many muni's involved as possible. If everyone is reaching out to their neighbors, please explain that they don't have to necessarily pass a full blown resolution opposing gas storage to be part of the coalition. If anyone needs more information or answers to questions you anticipate, please don't hesitate to contact me.

**EXAMPLE RESOLUTIONS**

**SENECA COUNTY JOINS COALITION OF MUNICIPALITIES AGAINST STORAGE OF LPG GAS IN SENECA LAKE SEEKING REPRESENTATION BY THE NATURAL RESOURCES DEFENSE COUNCIL**

WHEREAS, Finger Lakes LPG Storage, LLC, a subsidiary of Crestwood Midstream Partners, LP, has proposed to construct and operate a new underground LPG storage facility for the storage and distribution of propane and butane on a portion of a 576-acre site located west of Seneca Lake in the Town of Reading, Schuyler County; and

WHEREAS, the State Department of Environmental Conservation (DEC) will host an issues conference for the Finger Lakes LPG Storage, LLC's proposed liquid propane gas (LPG) storage facility on February 12, 2015 for the purpose of determining if there are any significant and substantive issues that require an adjudicatory hearing; and

WHEREAS, the Natural Resources Defense Council (NRDC) has agreed to represent at no charge, a coalition of interested municipalities that stand against proposal, by filing a Petition for Party Status and represent the coalition of municipalities at the issues conference at no cost to Seneca County; now, therefore be it

RESOLVED, that the Seneca County Board of Supervisors does hereby authorize NRDC to represent Seneca County, at no charges, as a member of a coalition of municipalities against the proposal for the storage and distribution of propane and butane in Seneca Lake, in a Petition for Party Status for the DEC Issues Conference in February 2015.

**BOARD OF SUPERVISORS JOINS INTER-MUNICIPAL COALITION IN SEEKING PARTY STATUS AT DEC ISSUES CONFERENCE REGARDING LPG STORAGE ON SENECA LAKE**

WHEREAS, The storage of LP and Natural gas immediately adjacent to Seneca Lake in long abandoned solution mined salt caverns has been proposed, and

WHEREAS, The Board of Supervisors are keenly aware of the potential environmental consequences to Seneca Lake that could result from any accidental leakage, mishandling and pressurization of such fuels, and

WHEREAS, Seneca County deems it unacceptable to put at risk the water supply of over 100 thousand Finger Lakes residents, and

WHEREAS, Seneca County exercises jurisdiction over half of Seneca Lake, more than any other adjoining municipality, and

WHEREAS, This Board approved resolution #34-13, opposing this proposal in early 2013 and has since been joined in opposition by 12 neighboring municipalities in the Finger Lakes Region, and

WHEREAS, pro-bono legal representation in preparation for and at the DEC Issues Conference will be provided by the NRDC (Natural Resources Defense Council), Now, Therefore, be it

RESOLVED, That the Seneca County Board of Supervisors hereby authorizes the County Chairman, upon review, to co-sign a petition along with other Finger Lakes Municipalities, seeking party status at the upcoming DEC Issues Conference on LPG storage on Seneca Lake.

### REPRESENTATION AGREEMENT

This representation agreement (öAgreementö) is entered into by \_\_\_\_\_ (öClientö) and Kate Sinding, Jon Krois, and Dan Raichel of the Natural Resources Defense Council (öNRDCö) (collectively, öCounselö).

The subject matter of this Agreement is Counsel's representation of Client as a party or *amicus curiae* in an issues conference to be held by the New York Department of Environmental Conservation regarding the Underground Storage of Gas Permit application of Finger Lakes LPG Storage, LLC, a subsidiary of Crestwood Midstream Partners, LP (the öApplicantö), for a liquid propane gas (LPG) storage facility in the Town of Reading, Schuyler County, New York. This Agreement also includes Counsel's representation of Client in any subsequent administrative adjudication related to this permit application. Representation beyond this scope, including in any subsequent judicial appeals, will require an amended or additional agreement.

1. **SCOPE OF AGREEMENT.** Counsel agree to represent Client in connection with this matter. In doing so Counsel will take such action as Counsel deem necessary to further Client's interests. Counsel will not advocate any position that they deem not well supported in law and fact or that lacks a reasonable prospect of success.
2. **EXPECTATIONS AS TO OUTCOME.** Client understands that Counsel have not made any guarantees with respect to the results to be achieved or any other matter. Counsel make no representation as to the probability of success of any of the claims.
3. **CLIENT REPRESENTATIVES.** Client designates the following person or persons to be their representative(s) in this matter:
  - a. \_\_\_\_\_  
Name, Title, and Work Address
  - b. \_\_\_\_\_  
Name, Title, and Work Address

Client agrees that its designated representative(s) shall be responsible for receiving all communications from Counsel and for transmitting all communications from the Client to Counsel with respect to this matter. Client agrees that its designated representative(s) is/are the sole individual or individuals with whom Counsel need communicate in regard to this matter and that its designated representative(s) has/have authority to make decisions on behalf of Client or authority to speak for Client. It shall be the responsibility of such representative(s) to ensure that Counsel's communications are promptly transmitted to Client and the communications from Client to Counsel are authorized.

4. **AUTHORIZED ACTIVITIES.** Client authorizes Counsel to take such legal action as may be necessary to prosecute this matter, including but not limited to, filing complaints, seeking injunctive relief, negotiating settlements, and generally initiating and pursuing all appropriate steps in the administrative proceeding. Counsel agree to share drafts of significant filings with Client sufficiently in advance of any filing deadline to permit Client to review and comment on them. Counsel will take all reasonable steps to preserve the confidentiality of client information. Client is aware that disclosure of communications with Counsel and of attorney work product may cause a waiver of privilege and will consult with counsel before doing so. Counsel will consult with Client about significant litigation decisions, and Counsel's actions will be subject to Client's approval at each significant stage of the administrative proceeding(s). Counsel will provide copies of papers and pleadings to Client if requested. Counsel may settle disputes on routine procedural matters (including but not limited to motions for extension of time, or requests to exceed page limits) without consulting Client. Counsel may also handle non-legal matters related to the representation, such as the handling of press and publicity.

5. **COOPERATION WITH COUNSEL.** Client agrees to cooperate with and assist Counsel in the prosecution of this matter. Client will comply with all reasonable requests from Counsel for information and evidence and will make its agents available for interviews, testimony, and strategy discussions as required in the course of the administrative proceeding. The decision to accept or decline settlement of a claim will belong to Client, but Client shall not negotiate or execute a settlement of any claims in this matter without involving Counsel in settlement communications or without informing Counsel of the terms of any settlement proposed or reached. Each party to this Agreement shall promptly inform the others of all offers it receives to settle any dispute in the covered administrative proceeding(s).
6. **MULTIPLE PLAINTIFFS; CONFLICTS OF INTEREST.** Client acknowledges that Counsel may represent additional New York municipalities, which may be co-parties with Client in the covered administrative proceeding that is the subject matter of this Agreement. Client and Counsel are not aware of any differing interests between Client and any other potential co-parties that might threaten Counsel's ability to represent all future municipal co-parties (Co-Clients) diligently and competently. However, Client and Counsel recognize that perceptions of differing interests may arise later because of newly acquired knowledge or changes in the posture of the litigation. If for any reason any Client or Counsel perceives that there are differing interests among Co-Clients that might threaten Counsel's ability to represent all Co-Clients diligently and competently, the following provisions will govern:
  - a. Client or Counsel will give notice to Counsel and all other Co-Clients of the perceived differing interests.
  - b. Upon receipt of such notice, the parties will first seek to resolve the conflict informally. If the conflict cannot be resolved informally, Counsel and Co-Clients shall meet and confer with one another to discuss the seriousness of the conflict and any ways in which it can be mitigated within the context of continued joint representation. If, after consultation, any Co-Client or Counsel believes that continued joint representation threatens the ability of Counsel to provide diligent and competent representation for all Co-Clients, Counsel will withdraw from representation of some or all Co-Clients. Client agrees that:
    - i. Counsel will be free to decide which representations to withdraw from and will be free to continue representation of any other Co-Client(s).
    - ii. Client consents to Counsel's continued representation of other Co-Clients in the event Counsel withdraws because of a good faith belief that joint representation threatens diligent and competent representation of all Co-Clients. Client will not seek to disqualify Counsel after withdrawal from continued representation of Co-Clients. Each Client waives any objection to the use by Co-Clients after withdrawal of information provided by the Client.
    - iii. In the event Counsel withdraws from representing any Co-Client(s) under this section, Counsel will use their best efforts to find competent substitute counsel for such Co-Client(s), but failing that, such Co-Client(s) shall be responsible for finding their own substitute counsel.
7. **PUBLICITY.** Client and Counsel may seek to further the rights of others by publicizing the cases they support and the outcome of those cases. To that end, Client and Counsel will cooperate with each other by ensuring that any proposed media release is made available in a timely manner for comment and review before being released. Client and Counsel further agree that, where reasonably possible, they will mention each other's participation in the case in written and oral communications to the media and public about the case.
8. **COSTS.** NRDC will advance general case costs, including administrative filing fees and printing. Counsel and Client will each pay their own out-of-pocket expenses incurred in connection with this matter, including travel, copying, telephone, and postage costs.
9. **ATTORNEYS' FEES.** Counsel will furnish their services without charge to Client, and Client shall not be liable for payment of any attorneys' fees to Counsel.
10. **ROLE OF NRDC AS EMPLOYER OF KATE SINDING, JON KROIS, AND DAN RAICHEL.** Kate Sinding, Jon Krois, and Dan Raichel are salaried employees of NRDC. NRDC has a policy of refraining from any interference with the professional judgment of its lawyer employees in the course of their representation of others. Kate Sinding, Jon Krois, and Dan Raichel will not accept any such interference and will promptly inform Client of any attempt by NRDC to interfere with their independent professional judgment.

In the event that Kate Sinding, Jon Krois, or Dan Raichel ceases to be employed by NRDC, he or she will withdraw or, if required, seek permission of the Court to withdraw. In such event, and if necessary, withdrawing Counsel and remaining Counsel will make their best efforts to secure successor Counsel acceptable to Client.

11. **POTENTIAL RISKS TO CLIENT.** It is possible (although very unlikely) that Counsel's representation of Client in the covered matter may provoke legal action by the Applicant or others against Client for which Client could be held liable. Client is responsible for paying any fines, penalties, sanctions, or damages that are assessed against it. Counsel does not guarantee that it will represent Client in any such litigation, but, if it does not, it will attempt in good faith to find a suitable attorney to represent Client.
12. **AMENDMENTS.** This Agreement may only be amended or modified in a writing signed by the authorized representatives of Client and Counsel.
13. **ENTIRE CONTRACT.** This Agreement constitutes the entire contract for legal services between Client and Counsel.
14. **TERMINATION BY CLIENT.** Client shall have the right to terminate representation under this Agreement, as to itself only, for any reason, upon written notice to Counsel and all other Co-Clients (if any). In the event of termination, Counsel shall render a full accounting of any pending matters to the terminating Client and such Client shall assign its rights to Counsel to pursue the recovery of fees and costs for services performed by Counsel until the date of termination. Terminating Co-Clients remain obligated to help Counsel recover such fees and costs from opposing parties and to inform any substitute counsel of the provisions of this Agreement. In the event one or more Co-Client(s) terminate this Agreement, the Agreement shall remain in force as between Counsel and any remaining Co-Clients.
15. **TERMINATION BY COUNSEL.** Counsel may terminate this Agreement at any time, for any reason or for no reason, prior to filing a petition or complaint before an adjudicatory body, consistent with applicable Rules of Professional Responsibility. Counsel may unilaterally terminate this Agreement after filing a petition or complaint before an adjudicatory body and prior to final judgment only if the forum authorizes or requires Counsel to withdraw as the legal representative of one or more of the Co-Clients. Counsel will be free to seek such authorization for any reasonable cause, including failure of cooperation by any Co-Client, financial burdens from the litigation on Counsel or an employer of Counsel, or conflicts of interest as discussed in Paragraph 6, above.
16. **NO DISQUALIFICATION FOLLOWING TERMINATION.** Paragraph 6.b.ii [precluding Clients from seeking disqualification of counsel following withdrawal] shall apply following termination under Paragraphs 15 and 16.
17. **GOVERNING LAW.** This Agreement shall be construed, interpreted, and governed by the laws of the State of New York.
18. **EXECUTION OF AGREEMENT.** This Agreement may be executed by Client and Counsel on separate signature pages, which may be exchanged by electronic copy, and which will then be compiled by Counsel along with other representation agreements between Counsel and Co-Clients relating to this matter (if any) and treated as a single signed Agreement.

The individuals signing their names below represent that they are authorized to enter into this Agreement on behalf of themselves and/or their respective organizations and that they have secured all approvals necessary to discharge their obligations pursuant to this Agreement.

\_\_\_\_\_  
Date

By: \_\_\_\_\_

For: \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kate Sinding, NRDC

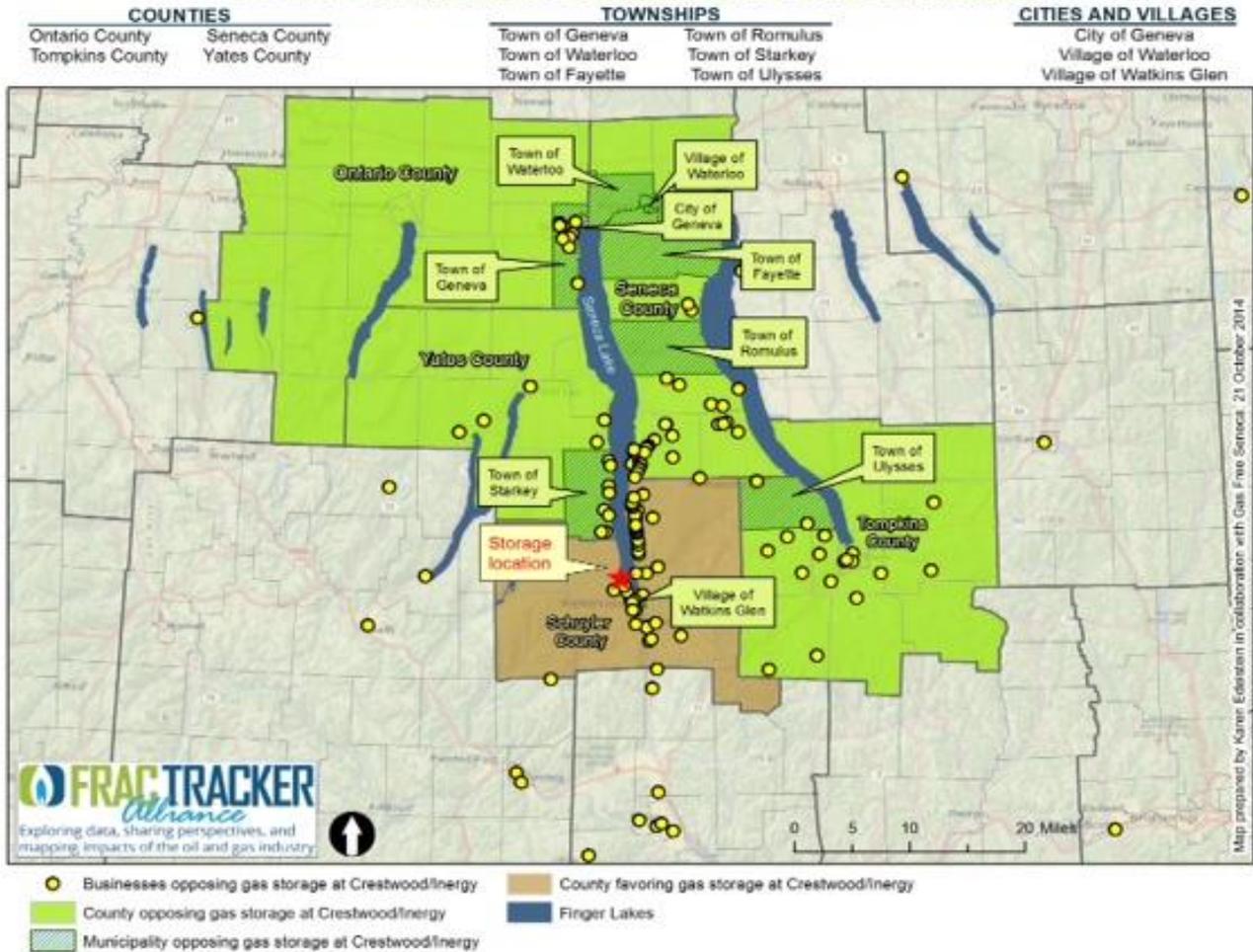
\_\_\_\_\_  
Date

\_\_\_\_\_  
Jon Krois, NRDC

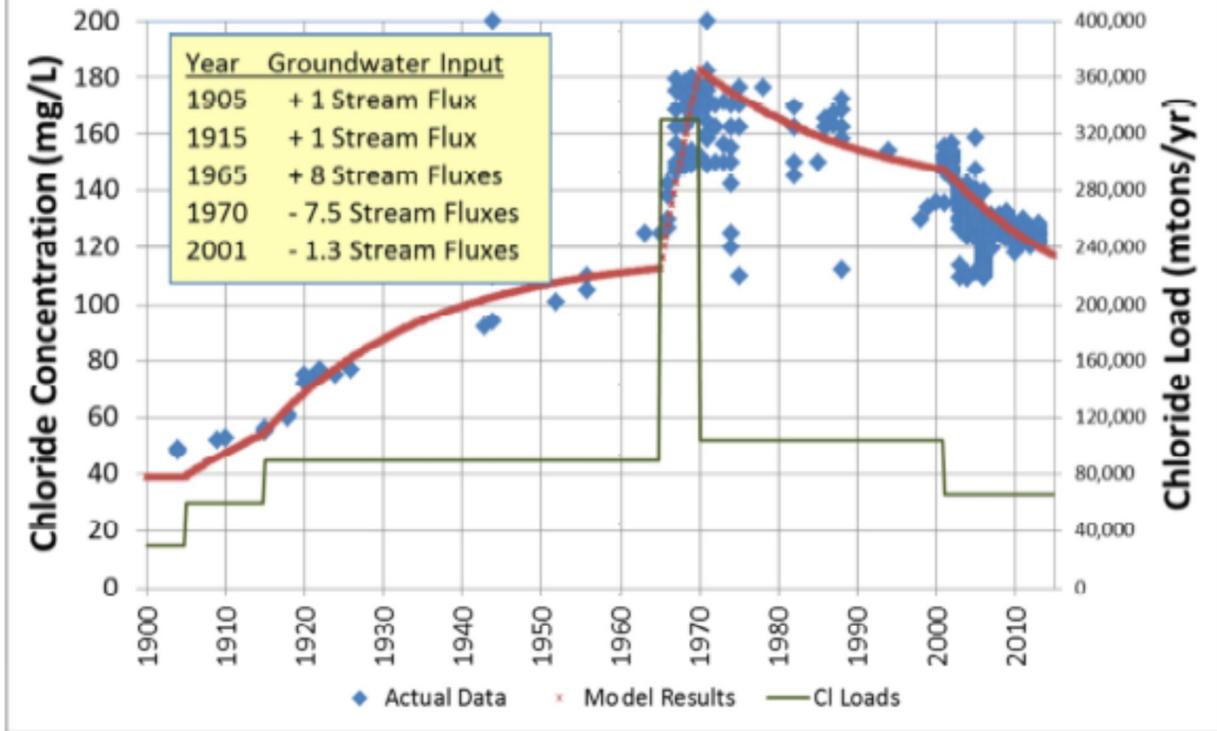
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Date

\_\_\_\_\_  
Dan Raichel, NRDC

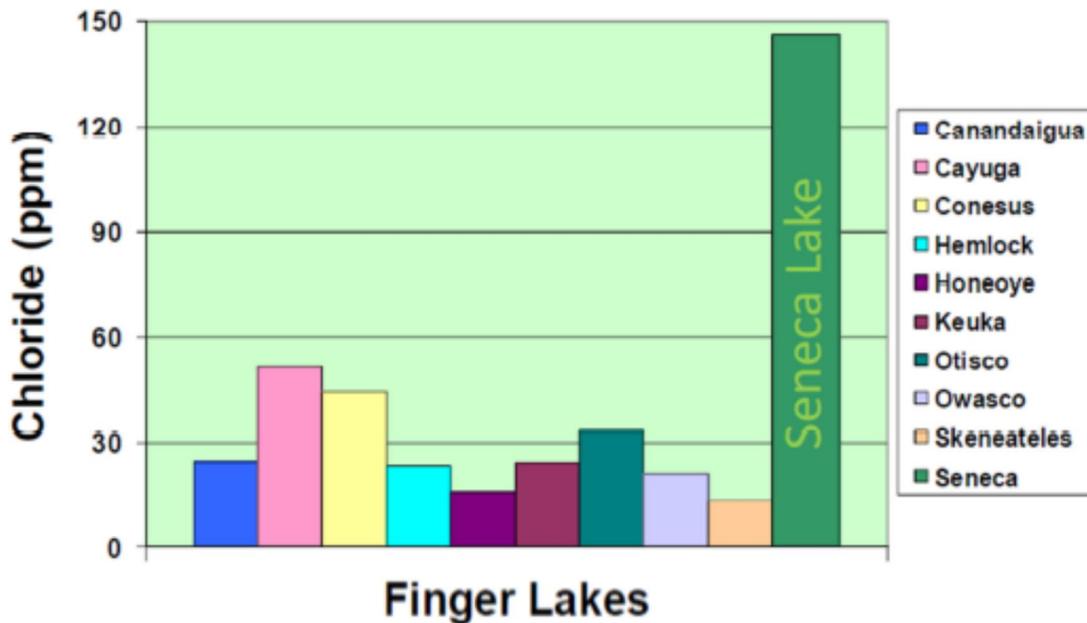
## REGIONAL GOVERNMENTS AND BUSINESSES OPPOSED TO GAS STORAGE IN SENECA LAKE SALT CAVERNS



## Modeling Seneca's Chloride



## Chloride Finger Lakes



## EXHIBIT 2015-077a



James M. Steinmetz  
Chief of Police

### Village of Cayuga Heights Police Department

836 Hanshaw Road • Ithaca, New York 14850-1590 • Phone: (607) 257-1011  
E-mail: [jsteinmetz@cayuga-heights.ny.us](mailto:jsteinmetz@cayuga-heights.ny.us) • Fax: (607) 257-3474

January 6, 2015

To: The Honorable Mayor Supron  
Members of the Board of Trustees  
Village of Cayuga Heights

Re: Report of the Police Department for December, 2014

In the month of December the police department received 399 calls for service. In addition to these calls, 79 uniform traffic tickets were issued and 6 parking violations were cited. A breakdown of the calls for service is as follows:

4 misdemeanor complaints were received including 3 for Fraud and 1 for Drugs. The first 2 fraud complaints involved residents stating they either placed an ad or answered an ad on Craig's List and were swindled. The officers for each case were unable to make contact with the suspects. The final fraud complaint consisted of a resident reporting that several retail stores had notified them of credit cards recently activated in their name. All of the accounts had been cancelled and no money had been exchanged. During a vehicle and traffic stop a subject was found to be in possession of a controlled substance. The suspect was arrested, processed and issued an appearance ticket returnable to Cayuga Heights Court.

3 Vehicle and Traffic stops led to the following misdemeanor charges: 1 charge of Driving While Intoxicated, 1 charge of Aggravated DWI, 1 charge of operating a MV with .08 of 1% alcohol in the blood, and 1 charge of Aggravated Unlicensed Operation of a Vehicle 3<sup>rd</sup>.

4 penal law violations were reported including 2 for Harassment, 1 for Disorderly Conduct, and 1 for Unlawful Possession of Marijuana. In the first complaint of Harassment the resident stated that they were being contacted by an ex-partner and wanted it to discontinue. The officer notified the subject without incident. The second harassment call was involved a woman reporting that during her initial meeting with a man she had met on a social media site the man had become physically aggressive and she did not wish for the relationship to move forward. The man continued to contact her via social media sites and the complainant asked to have police notify him of her wishes. Upon notification by CHPD officers the male agreed to stay away. The investigation is still pending. The disorderly conduct complaint consisted of a woman stating that her grandson had been afraid of a male subject cursing and acting in a combative manner while at a local convenient market. After identifying the suspect, officers found him to be a known subject with a history of mental illness. A persona non grata has been issued by the store manager. During a vehicle and traffic stop two subjects were found to be in possession of marijuana. Both subjects were arrested and issued appearance tickets returnable to Cayuga Heights Court.

4 Local Law violations were investigated; 2-for Dog Control, 1 for Noise, and 1 for Soliciting. 2 dog control complaints were made regarding a barking dog that was thought to have been left outside for an extended period of time. The dog owner was notified and officers were advised of extenuating circumstances leading to the dog being outside. A family friend was contacted and the dog was taken inside. The call for noise was found to be residents having a small gathering in their back yard. The officers advised the subjects of the Village's local law and requested they turn the music down. The residents complied without incident. In the soliciting complaint, a resident stated that two men came to her house to inquire if there was any home repair work that needed to be done. After investigation the two subjects were found to have been soliciting without registering with the Village Offices. The subjects were issued violations returnable to Cayuga Heights Court.

There were 5 Motor vehicle accidents investigated, none involving deer.

3 other incidents involving deer were reported. All involved complaints of injured deer within the Village. One deer was unable to be located, another was a deceased buck and therefore no tags were recovered. The last was visibly injured however fled the scene.

In summary, 7 persons were arrested and the following 9 charges were filed: 1- DWI, 1-Aggravated DWI, 1-Operating a Motor Vehicle with .08 of 1% Alcohol, 1-Criminal Possession of a Controlled Substance, 1-Aggravated Unlicensed Operation of a Motor Vehicle 3<sup>rd</sup>, 1-Unlawful Possession of Marijuana, 2-Soliciting without a License.

Over the course of this month police department members took part in the following trainings and events: On Tuesday the 16<sup>th</sup> Sgt. Jerry Wright and Officer Jim Landon joined the Cops Kids & Toys Program in delivering Christmas gifts to Tompkins County families.

The full time officers worked a total of 35 hours of overtime and the part time officers worked a total of 208 hours.

Sincerely,

Chief James Steinmetz

**EXHIBIT 2015-077b**

CAYUGA HEIGHTS  
POLICE DEPARTMENT  
DECEMBER 2014

Total Traffic Citation Report, by Violation

<u>Violation</u>	<u>Description</u>	<u>Totals</u>
7C LL#1-96	WRONG SIDE TO CURB OR EDGE	1
7DLL#1-96	OVERNIGHT PARKING	5
Report Totals		6

EXHIBIT 2015-077c

**CAYUGA HEIGHTS POLICE DEPARTMENT**  
**Uniform Traffic Tickets 12/01/14 to 12/31/14**

<u>DATE</u>	<u>OFFENSE</u>	<u>LOCATION</u>	<u>MPH/MPH ZONE</u>
12/30/14	NO/INSUFFICIENT TAIL LAMPS	ST RT 13	
12/30/14	DISOBEYED TRAFFIC CONTROL DEVICE (SPEED)	CHRD	
12/30/14	UNINSPECTED MOTOR VEHICLE	STATE ROUTE 13	
12/30/14	DISOBEYED TRAFFIC CONTROL DEVICE	TRIPHAMMER RD	
12/30/14	NO/INSUFFICIENT TAIL LAMPS (BOTH OUT)	STATE ROUTE 13	
12/30/14	DISOBEYED TRAFFIC CONTROL DEVICE (SPEED)	HANSHAW RD	
12/30/14	OPERATING WITHOUT INSURANCE (EXP 08/05/13)	HANSHAW RD	
12/29/14	NO/INSUFFICIENT TAIL LAMPS (P/R OUT)	HANSHAW RD	
12/29/14	DISOBEYED TRAFFIC CONTROL DEVICE	ST RT 13	
12/28/14	NO/INADEQUATE LIGHTS	N TRIPHAMMER RD	
12/28/14	UNREGISTERED MOTOR VEHICLE	N TRIPHAMMER RD	
12/28/14	UNINSPECTED MOTOR VEHICLE	N TRIPHAMMER RD	
12/28/14	OPERATING WITHOUT INSURANCE	N TRIPHAMMER RD	
12/27/14	OPER MV/MC/BIC W/MORE 1 EARPHONE	HIGHLAND RD	
12/26/14	SPEED OVER 55	ZONE SR 13 80 55	
12/24/14	UNINSPECTED MOTOR VEHICLE	HANSHAW RD	
12/23/14	NO HEADLAMPS/INCLEMENT(DARK OUT)	NORTH TRIPHAMMER RD	
12/23/14	OPERATING WITHOUT INSURANCE (EXP 10/03/13)	NORTH TRIPHAMMER RD	
12/23/14	INADEQUATE OR NO STOP LAMPS (PASS OUT)	HANSHAW RD	
12/23/14	OPERATING WITHOUT INSURANCE-NO PROOF IN V	CAYUGA HEIGHTS RD	
12/21/14	AGGRAVATED UNLIC OP 3RD (MISD)	PLEASANT GROVE RD	
12/21/14	UNINSPECTED MOTOR VEHICLE-OCT 14	N TRIPHAMMER RD	
12/21/14	UNREGISTERED MOTOR VEHICLE	PLEASANT GROVE RD	
12/21/14	NO/INADEQUATE LIGHTS	PLEASANT GROVE RD	
12/21/14	OPERATING WITHOUT INSURANCE-NO PROOF IN V	N TRIPHAMMER RD	
12/19/14	UNINSPECTED MOTOR VEHICLE	LAKE ST @ W REMINGTON RD	
12/18/14	DISOBEYED TRAFFIC CONTROL DEVICE-(SPEED)	TRIPHAMMER RD	
12/18/14	SPEEDING IN SCHOOL ZONE	HANSHAW RD 30 15	
12/18/14	DISOBEYED TRAFFIC CONTROL DEVICE (SPEED)	HANSHAW RD	
12/18/14	UNINSPECTED MOTOR VEHICLE	BURLEIGH DRIVE	
12/18/14	DISOBEYED TRAFFIC CONTROL DEVICE	CAYUGA HEIGHTS RD	
12/18/14	OPERATING WITHOUT INSURANCE-NO PROOF IN V	HIGHGATE RD	
12/17/14	NO/INADEQUATE LIGHTS	ST RT 13	
12/17/14	SPEED IN ZONE	HANSHAW RD 50 30	
12/17/14	DISOBEYED TRAFFIC CONTROL DEVICE	PLEASANT GROVE RD	
12/17/14	OPERATING WITHOUT INSURANCE-NO PROOF IN V	PLEASANT GROVE RD	
12/17/14	NO DISTINCTIVE PLATE/INSECURE/DIRTY-NO FRON	PLEASANT GROVE RD	
12/17/14	DISOBEYED TRAFFIC CONTROL DEVICE (SPEED)	HANSHAW RD	
12/17/14	DISOBEYED TRAFFIC CONTROL DEVICE (SPEED)	HANSHAW RD	
12/17/14	UNINSPECTED MOTOR VEHICLE	NORTH SUNSET DRIVE	

12/17/14 DISOBEYED TRAFFIC CONTROL DEVICE (SPEED) HANSHAW RD  
12/17/14 FOLLOWING TOO CLOSELY STATE ROUTE 13  
12/17/14 UNREGISTERED MOTOR VEHICLE HANSHAW RD  
12/16/14 NO/INADEQUATE LIGHTS HANSHAW RD  
12/16/14 DISOBEYED TRAFFIC CONTROL DEVICE PLEASANT GROVE RD  
12/15/14 UNLICENSED OPERATOR-NOT ON PERSON FOR PRO PLEASANT GROVE RD  
12/15/14 DISOBEYED TRAFFIC CONTROL DEVICE TRIPHAMMER RD  
12/15/14 UNREGISTERED MOTOR VEHICLE PLEASANT GROVE RD  
12/15/14 DISOBEYED TRAFFIC CONTROL DEVICE (SPEED) HANSHAW RD  
12/15/14 NO/INADEQUATE LIGHTS ST RT 13  
12/14/14 UNINSPECTED MOTOR VEHICLE NORTH TRIPHAMMER RD  
12/10/14 NO HEADLAMPS/INCLEMENT (COVERED BY SNOW) NORTH TRIPHAMMER RD  
12/09/14 DISOBEYED TRAFFIC CONTROL DEVICE TRIPHAMMER RD  
12/09/14 NO/INADEQUATE LIGHTS N.TRIPHAMMER RD  
12/09/14 DISOBEYED TRAFFIC CONTROL DEVICE PLEASANT GROVE RD  
12/09/14 IMPROPER/NO SIGNAL PLEASANT GROVE RD  
12/09/14 DISOBEYED TRAFFIC CONTROL DEVICE (SPEED) HANSHAW RD  
12/09/14 UNINSPECTED MOTOR VEHICLE HANSHAW RD  
12/09/14 OPERATING WITHOUT INSURANCE(EXP 10/05/14) HANSHAW RD  
12/08/14 DISOBEYED TRAFFIC CONTROL DEVICE (SPEED) HANSHAW RD  
12/08/14 DISOBEYED TRAFFIC CONTROL DEVICE (SPEED) HANSHAW RD  
12/08/14 NO/ILLEGAL FRONT WINDSHIELD (CRACKED) PLEASANT GROVE RD  
12/08/14 DISOBEYED TRAFFIC CONTROL DEVICE (SPEED) HANSHAW RD  
12/08/14 NO/INADEQUATE LIGHTS PLEASANT GROVE RD  
12/08/14 UNINSPECTED MOTOR VEHICLE PLEASANT GROVE RD  
12/08/14 OPERATING WITHOUT INSURANCE PLEASANT GROVE RD  
12/08/14 NO/INADEQUATE LIGHTS HANSHAW RD  
12/06/14 OPERATING WITHOUT INSURANCE HANSHAW RD  
12/06/14 UNINSPECTED MOTOR VEHICLE HANSHAW RD / PLEASANT  
12/06/14 OPERATING WITHOUT INSURANCE HANSHAW RD  
12/06/14 IMPROPER/NO SIGNAL HANSHAW RD  
12/06/14 FLD TO STOP @ STOP SIGN TRIPHAMMER RD  
12/06/14 IMPROPER/NO SIGNAL HANSHAW RD  
12/04/14 DRIV'G W/.08 OF 1% OR MORE OF ALC (MISD) TRIPHAMMER RD  
12/04/14 AGGRAVATED DWI-BLOOD ALCOHOL CONTENT .18 TRIPHAMMER RD  
12/04/14 FAILED TO KEEP RIGHT TRIPHAMMER RD  
12/04/14 DRIVING WHILE INTOXICATED (MISD) TRIPHAMMER RD  
12/03/14 FLD TO YLD RT-OF-WAY @ STOP SIGN CAYUGA HEIGHTS RD @ WYCK  
12/02/14 UNINSPECTED MOTOR VEHICLE EAST UPLAND RDE 13

VILLAGE OF CAYUGA HEIGHTS  
CLERK & TREASURER'S REPORT  
January 12, 2015

1. **December Action Item Resolutions**

- a. MicroFiche Reader sold for \$100.00
- b. Laurie Johnson states that it is not possible to require employees to use direct deposit to receive pay.

2. **Audits:** No activity

3. **Budget:**

- a. **FYE2015 Current**
- b. **FYE2016 Preparation: ATTACHMENT A**

4. **Banking Activity as of December 31, 2014**

	<u>Beginning Balance</u>	<u>Deposits</u>	<u>Withdrawals</u>	<u>Ending Balance</u>
Consolidated Checking	\$ 983,084.43	\$210,630.46	\$596,809.08	\$ 596,905.81
Consolidated Savings	\$2,437,817.36	\$ 258.22	\$175,000.00	\$2,263,075.58
Trust & Agency	\$ 6,094.36	\$164,835.92	\$162,837.35	\$ 8,092.93
	<b>\$3,878,042.24</b>			<b>\$3,426,996.15</b>

5. **Transfers:**

During the month of December 2014, \$129,973.23 was transferred from Consolidated Fund checking to Trust & Agency for payroll, 75% of the retiree healthcare premium, and payroll processing fees.

6. **Revenues, Expenditures, and Balance by Fund - December**

See attached accounting module report titled *Monthly Report of Treasurer*

7. **Current Expenses:**

Unaudited Abstract #8 dated January 12, 2015: as distributed.

8. **Approval of January Abstract:**

**BE IT RESOLVED THAT:** Abstract #8 for FYE2015 consisting of Trust and Agency vouchers 58 . 6- in the amount of \$16,---.-- and Consolidated Fund vouchers 517 - --- in the amount of \$---,---.-- is approved and the Treasurer is instructed to make payments thereon.

Respectfully submitted,

*Joan M. Mangione*

Village Clerk & Treasurer

**ATTACHMENT A**  
**VILLAGE OF CAYUGA HEIGHTS**  
**FYE2016 BUDGET CALENDAR**

FISCAL YEAR June 1, 2015 to May 31, 2015

STEP 1: The Budget Officer notifies administrative units of the necessity for and form of estimates of revenues and expenditures for the ensuing fiscal year by February 8<sup>th</sup>. (Village Law Section 5-502[1])

STEP 2: The heads of administrative units submit estimate to the Budget Officer by March 1st. (Village Law Section 5-502[2])

Board of Trustee Meeting March 9, 2015

Village Election March 18, 2015 (Wednesday due to St. Patrick's Day)

STEP 3: The Budget Officer prepares the Tentative Budget, furnishes a copy to each member of the Board of Trustees, reproduces copies for public distribution and files the tentative budget with Village Clerk by March 20th. (Village Law Section 5-504)

Budget Workshop Saturday dates available: March 21<sup>st</sup>, March 28<sup>th</sup>, April 4<sup>th</sup> (Legal Notice Required)

STEP 4: The Village Clerk presents the Tentative Budget to the Board and the Board reviews and modifies the Tentative Budget by March 31st. (Village Law Section 5-508[1])

First Publication of Tentative Budget and Public Hearing at least five (5) days prior to Public Hearing (Village Law Section 5-508[3])

Annual Organizational Meeting: Monday April 6<sup>th</sup>?

Board of Trustee Meeting April 13<sup>th</sup>

STEP 5: Notice of public hearing on Tentative Budget; at least five days shall elapse between first publication and date specified for the hearing, which is to be held **not later than APRIL 15<sup>th</sup>**. (Village Law Section 5-508[3])

STEP 6: Public hearing may be adjourned from day to day, but **not beyond April 20<sup>th</sup>**. (Village Law Section 5-508[3])

STEP 7: Final revision of tentative budget **AFTER PUBLIC HEARING BUT PRIOR TO ADOPTION**. (Village Law Section 5-508[4])

STEP 8: Adoption of Budget BY MAY 1<sup>ST</sup>. (Village Law Section 5-508[4])

**EXHIBIT 2015-076b**

01/06/2015 13:35:17

**MONTHLY REPORT OF TREASURER**

**TO THE VILLAGE BOARD OF THE VILLAGE OF CAYUGA HEIGHTS :**

The following is a detailed statement of all moneys received AND disbursed BY me during the month of December, 2014:

DATED: January 6, 2015

  
 \_\_\_\_\_  
 TREASURER

	Balance 11/30/2014	Increases	Decreases	Balance 12/31/2014
<b>A GENERAL FUND - VILLAGE</b>				
CASH - CHECKING	111,791.94	349,379.88	442,812.28	18,359.54
CASH - SAVING	1,646,919.58	174.45	325,000.00	1,322,094.03
Petty Cash	450.00	0.00	0.00	450.00
FIRE COUNCIL CASH ASSETS	-35,355.10	0.00	0.00	-35,355.10
<b>TOTAL</b>	<b>1,723,806.42</b>	<b>349,554.33</b>	<b>767,812.28</b>	<b>1,305,548.47</b>
<b>F WATER FUND</b>				
CASH - CHECKING	423,846.17	8,693.82	88,921.74	343,618.25
<b>TOTAL</b>	<b>423,846.17</b>	<b>8,693.82</b>	<b>88,921.74</b>	<b>343,618.25</b>
<b>G SEWER FUND</b>				
CASH - CHECKING	446,500.89	2,556.76	55,037.68	394,019.97
CASH - SAVINGS	790,897.78	83.77	0.00	790,981.55
<b>TOTAL</b>	<b>1,237,398.67</b>	<b>2,640.53</b>	<b>55,037.68</b>	<b>1,185,001.52</b>
<b>H CAPITAL FUND</b>				
CASH - CHECKING	31,118.62	46,000.00	52,120.00	24,998.62
<b>TOTAL</b>	<b>31,118.62</b>	<b>46,000.00</b>	<b>52,120.00</b>	<b>24,998.62</b>
<b>TA TRUST &amp; AGENCY</b>				
CASH - CHECKING	2,850.83	164,835.92	162,025.56	5,661.19
<b>TOTAL</b>	<b>2,850.83</b>	<b>164,835.92</b>	<b>162,025.56</b>	<b>5,661.19</b>
<b>TOTAL ALL FUNDS</b>	<b>3,419,020.71</b>	<b>571,724.60</b>	<b>1,125,917.26</b>	<b>2,864,828.05</b>