

Village of Cayuga Heights

Board of Trustees
Monthly Board Meeting
Marcham Hall
October 19, 2015, 7:00 p.m.
AGENDA



	<u>Exhibit No.</u>
1. Approval of Meeting Minutes: September 21, 2015	2016-064
2. Report of Fire Superintendent Tamborelle ó Submitted Report*	2016-065
3. Privilege of the Floor ó 30 minutes - SIGN-UP at 6:45 p.m. a. Website ó Privilege of the Floor Guidelines	unrevised
4. Report of the Mayor a. DRAFT ó Solar Zoning: discussion b. Zoning Review Committee: update c. Shared Services: update d. Appoint Wies Van Leuken to AOC for new term	2016-066
5. Report of the Trustees a. Emergency Plan ó Trustee Biloski b. IT Committee ó Trustee Woodard	
6. Report of Police Chief Steinmetz - Submitted reports *	2016-067 a, b
7. Report of Superintendent of Public Works Cross - Submitted report * a. Marcham Hall Roof Repair authorization b. Application for food service operating permit ó Hopeø Events & Catering c. Application for food service operating permit ó Lona Cakes d. WWTP: GHD Services - professional services requirements	2016-068 2016-069 2016-070 2016-071
8. Report of Clerk & Treasurer - Submitted reports * a. Village Water and Sewer Rates	2016-072 a, b 2016-073
9. Report of Attorney	
10. Executive Session (as necessary)	
11. Adjournment	

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

Minutes
Marcham Hall

VILLAGE OF CAYUGA HEIGHTS
BOARD OF TRUSTEES MONTHLY MEETING

Monday, September 21, 2015
7:00 p.m.

Present: Mayor Supron; Trustees: Biloski, Friend, Marshall, Robinson, Salton, and Woodard; Fire Superintendent Tamborelle; Superintendent of Public Works Cross; Police Chief Steinmetz; Clerk & Treasurer Mangione; Attorney Marcus

Call to Order: Mayor Supron called the meeting and the public hearing to order at 7:05 p.m.

1. Public Hearing: PROPOSED LOCAL LAW C OF THE YEAR 2015 (EXHIBIT 2016-048)

A LOCAL LAW TO RESCIND THE OVERRIDE OF THE TAX LEVY LIMIT ESTABLISHED IN GENERAL MUNICIPAL LAW §3-C

Mayor Supron spoke briefly on the reason for this proposed law. Property owners cannot receive a Property Tax Freeze Credit from New York State for a municipality unless the governing body of that municipality does not have an override law in place and did in fact not exceed the annual tax levy cap (is öfreeze compliantö).

No members of the public in attendance.

The public hearing is closed.

2. Approval of Minutes:

Resolution #7686

BE IT RESOLVED THAT: Minutes of the August 17, 2015 Village of Cayuga Heights Board of Trustees Meeting are approved as written in Exhibit FYE2016-054.

Motion: Trustee Salton

Second: Trustee Woodard

Discussion: No discussion

Ayes: Trustees Biloski, Friend, Marshall, Robinson, Salton; and Woodard

Nays: none

Abstentions: Mayor Supron

Motion carried

3. Report of Fire Superintendent Tamborelle: (Exhibit FYE2016-055)

Response for the Fall Recruiting Dinner to be held on Saturday, October 3, 2015 has been excellent. There have been forty-three RSVPs to date. There are ten potential recruits who are already EMTs. Twenty recruits will be accepted into the class.

Superintendent Tamborelle has been asked if the fire station will be available on November 7, 2015 in order for the CHES PTA to hold their annual fundraising auction there as it has in past years. A Special Event Permit will be sought; they will request a waiver of the application fee.

A question related to the cost of painting the interior of 825Hanshaw Road was raised. The board is satisfied that the Procurement Policy was followed; Superintendent Tamborelle will provide a list of contractors from whom bids were requested. Primetime Painters was the only respondent to be willing and able to commit to the necessary timeframe.

A suggestion was made to move consideration of the Fire Company's request for approval of their annual fundraising letter to this point. (EXHIBIT 2016-058) For the benefit of newer board members the distinction between the fire department and the fire company was stated. The Cayuga Heights Fire Department is supported by taxpayer dollars and provides the facility, equipment, and maintenance thereof. Fire Superintendent Tamborelle is paid as a part-time employee of the Village. The Fire Company handles recruitment and training.

Resolution #7687

BE IT RESOLVED THAT: The Village of Cayuga Heights Board of Trustees approves the Cayuga Heights Fire Company's Annual Fund Raising Letter as written in Exhibit FYE2016-058 and grants permission for its circulation.

Motion: Trustee Salton

Second: Trustee Robinson

Discussion: General appreciation for the letter's rewriting are expressed.

Ayes: Trustees Biloski, Friend, Marshall, Robinson, Salton; and Woodard

Nays & Abstentions: none

Motion carried

4. Privilege of the Floor (PoF):

No members of the public to speak.

5. Report of the Mayor

- a. **Proposed Local Law C of the year 2015:**

Resolution #7688

BE IT RESOLVED THAT: The Village of Cayuga Heights Board of Trustees approves proposed Local Law C of the Year 2015: A Local Law to Rescind the Override of the Tax Levy Limit Established in General Municipal Law §3-C.

PROPOSED LOCAL LAW C OF THE YEAR 2015

A LOCAL LAW TO RESCIND THE OVERRIDE OF THE TAX LEVY LIMIT ESTABLISHED IN GENERAL MUNICIPAL LAW §3-C

Be it enacted by the Board of Trustees of the Village of Cayuga Heights as follows:

Section 1 Legislative Intent: It is the intent of this local law to rescind Local Law 2015-1 allowing the Village of Cayuga Heights to adopt a budget for the fiscal year commencing in 2015 that requires a real property tax levy in excess of the tax levy limit as defined by General Municipal Law §3-c.

Section 2 Authority: This local law is adopted pursuant to subdivision 5 of General Municipal Law §3-c which expressly authorizes a local governing body to override the property tax cap for the coming fiscal year by the adoption of a local law approved by a vote of sixty percent (60%) of said governing body.

Section 3 Tax Levy Limit Override: The Board of Trustees of the Village of Cayuga Heights, County of Tompkins, is hereby rescinding authorization to adopt a budget for the fiscal year commencing in 2015 that requires a real property tax levy in excess of the amount otherwise prescribed in General Municipal Law §3-c.

Section 4 Severability: If a court determines that any clause sentence paragraph subdivision or part of this local law or the application thereof to any person firm or corporation or circumstance is invalid or unconstitutional the court order or judgment shall not affect impair or invalidate the remainder of this local law but shall be confined in its operation to the clause sentence paragraph subdivision or part of this Local Law or in its application to the person individual firm or corporation or circumstance directly involved in the controversy in which such judgment or order shall be rendered.

Section 5 Effective Date: This Local Law shall take effect immediately upon filing with the Secretary of State.

Motion: Trustee Robinson

Second: Trustee Woodard

Ayes: Trustees Biloski, Friend, Marshall, Robinson, Salton; and Woodard

Nays & Abstentions: none

Motion carried

a. Southern Cayuga Lake Intermunicipal Water Commission (SCLIWC) – Bolton Point Water System: Agreement to Change Water Rate Schedule (EXHIBIT 2016-057)

Each year, participating parties to the SCLIWC agreement review and have consistently, unanimously approved amendment of Exhibit I of Schedule A of the agreement in order to set a water rate for the upcoming fiscal year. For the year commencing on January 1, 2016, it is proposed that the water rate be raised by \$.09/1,000 gallons to \$4.44/1,000 gallons. The Finance Committee of the Commission prepares the budget and sets the rate as needed to cover proposed expenditures. A change in the rate structure has not as yet been adopted by the Commission. Trustee Woodard expressed her opinion that use of a 10,000 minimum usage charge is unfair and places a burden on low quantity water users. A change to the rate structure could be implemented at any time. Each municipality must approve the water rate in order for it to go into effect.

Resolution #7689

THIS AGREEMENT to change Water Rate Schedule is made as of the 1st day of January, 2016, between the TOWN BOARD OF THE TOWN OF DRYDEN, Tompkins County, New York, on its own behalf and on behalf of all water districts in the TOWN OF DRYDEN served by the Southern Cayuga Lake Intermunicipal Water Commission, (hereafter referred to as "Drydenö"), the TOWN BOARD OF THE TOWN OF ITHACA, Tompkins County, New York (hereinafter referred to as "Ithacaö"), the TOWN BOARD OF THE TOWN OF LANSING, Tompkins County, New York, on its own behalf and on behalf of the Town of Lansing Consolidated Water District and the Town of Lansing Consolidated Water District Extension #1 & #2 (the Town of Lansing and such districts are hereinafter collectively referred to as "Lansing Townö"), VILLAGE OF LANSING, on its own behalf and as successor to LANSING WATER DISTRICT 1, Tompkins County, New York, (hereinafter referred to as "Lansing Villageö"), and VILLAGE OF CAYUGA HEIGHTS, Tompkins County, New York, therein after referred to as "Cayuga Heightsö"), all of the parties hereto sometimes collectively or individually referred to hereinafter as "Municipalitiesö" or "Municipalityö",

WITNESSETH:

WHEREAS, the above named municipalities have entered into an amended, supplemental, restated and consolidated agreement of municipal cooperation for construction, financing and operation of an intermunicipal water supply and transmission system dated as of June 5, 1979 as the same has been amended from time to time (the "Agreementö"); and

EXHIBIT 2016-064 page 3

WHEREAS, pursuant to the Agreement each municipality agreed to pay to the Southern Cayuga Lake Intermunicipal Water Commission (hereinafter referred to as "Commission"), water revenues based upon, in part, a water rate schedule annexed as Exhibit I of Schedule A to the Agreement; and

WHEREAS, based on changes in costs, the Commission believes it is advisable to adopt a new water rate schedule in the form annexed to this modification agreement; and

WHEREAS, Schedule A of the Agreement provides that the water rate schedule may not be changed by the Commission without the written agreement to such change of all the parties; and

WHEREAS, Exhibit I of Schedule A to the Agreement has been amended from time to time since the initial date of the Agreement; and

WHEREAS, the parties believe it is necessary to amend Exhibit I of Schedule A further; and

WHEREAS, the parties are willing to agree to such change;

NOW, THEREFORE, in consideration of the premises and the mutual undertakings of the parties pursuant to the Agreement, the parties hereby agree that Exhibit I of Schedule A annexed to the Agreement be amended effective January 1, 2016 to read as set forth on the Exhibit I annexed hereto, and such exhibit is adopted as Exhibit I, the water rate schedule, for all purposes under the Agreement.

This modification agreement may be executed in multiple counterparts which, when taken together, shall constitute a complete document even though each of the counterparts may not bear the signatures of all of the parties.

IN WITNESS WHEREOF, the parties have executed this agreement to become effective as of the day and year set forth above.

SIGNATURE PAGES FOR ALL PARTIES FOLLOW

EXHIBIT I
SCLIWC - BOLTON POINT WATER SYSTEM
2016 WATER RATE SCHEDULE
EFFECTIVE JANUARY 1, 2016
RATE STRUCTURE:

The flat rate charge per 1,000 gallons shall be non-fluctuating and equal to four dollars and forty four cents (\$4.44). This rate is equal to three dollars and thirty two cents (\$3.32) per 100 cubic feet. The foregoing rate will be the rate charged for all regular quarterly bills sent after January 1, 2016. Actual or base consumption may occur prior to January 1, 2016.

MINIMUM BASE CHARGES:

Notwithstanding the foregoing rate structure, the following minimum base charges shall be applicable to the meter size indicated below, for regular quarterly bills sent after January 1, 2016. The table below shows the amount of water consumption that is permitted before the minimum base charge would be exceeded:

METER SIZE (INCHES)	BASE CONSUMPTION (GALLONS)	MINIMUM BASE CHARGE (DOLLARS)
3/4	10,000	44.40
1	30,000	133.20
1-1/2	45,000	199.80
2	90,000	399.60
3	140,000	621.60
4	200,000	888.00
×6	350,000	1,554.00

Multiple Housing and mobile home parks of over two dwelling units, using a master meter, will be computed as follows: The quarterly master meter reading will be divided by the number of dwelling units and the water charge will be figured on this number as if the unit was individually metered. The water charge will then be multiplied by the number of units on the master meter and this will be the billing rendered. If the calculation of the water consumed per dwelling unit is less than the allowable consumption for a three-quarter inch meter, then the billing will be calculated by multiplying the number of units on the master meter times the minimum base charge for a three-quarter inch meter (e.g., if there were 20 dwelling units on the master meter, and total water consumption shown by the master meter was 100,000 gallons, the Commission billing would be \$888.00 (20 units times \$44.40) rather than \$444.00 (100,000 gallons at \$4.44/1000 gallons))

An annual charge for each fire protection main serving a fire suppression system will be billed along with the first quarterly water bill of the calendar year.

Motion: Trustee Salton

Second: Trustee Robinson

Ayes: Trustees Biloski, Friend, Marshall, Robinson, and Salton

Nays: Trustee Woodard

Abstentions: none

Motion carried

c. Deer Management Program:

Contract extension terms with Cornell University Department of Natural Resources to conduct the annual deer count are to be discussed.

Resolution # 7690

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 Friend

Second: Trustee Biloski

Ayes: Trustees Biloski, Friend, Marshall, Robinson, Salton, and Woodard

Nays and Abstentions: none

Motion carried

Resolution # 7691

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 Friend

Ayes: Trustees Biloski, Friend, Marshall, Robinson, Salton, and Woodard

Nays and Abstentions: none

Motion carried

Resolution # 7692

BE IT RESOLVED THAT: The Village of Cayuga Heights Board of Trustees authorizes Mayor Supron to sign a contract extension with Cornell University Department of Natural Resources to conduct a camera survey and analysis for the purpose of a deer abundance estimate with a total cost not to exceed \$20,651.

Motion: Trustee Woodard

Second: Trustee Marshall

Ayes: Trustees Biloski, Friend, Marshall, Robinson, Salton, and Woodard

Nays and Abstentions: none

Motion carried

c. Assistant Superintendent of Public Works Position:

A first round of interviews has been conducted. a strong candidate will be asked to return for a second interview.

Resolution # 7693

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 Friend

Ayes: Trustees Biloski, Friend, Marshall, Robinson, Salton, and Woodard

Nays and Abstentions: none

Motion carried

Resolution # 7694

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 Biloski, Friend, Marshall, Robinson, Salton, and Woodard

Nays and Abstentions: none

Motion carried

A strong candidate will be asked to return for a second interview.

d. Kline Road Zoning Board Question:

Background information was presented on a situation before the Zoning Board of Appeals (ZBA). A variance was granted for installation of fencing on a property. Subsequently a building permit was sought for interior repairs to the home. Included with the documents presented for the building permit were drawings for additional work on the exterior of the house. Superintendent Cross did not address these drawings since they had no bearing on the interior work proposed. A non-compliant roofing structure was built which projects into the village right-of-way. The structure is on the homeowner's property and in the right-of-way. The ZBA's authority relates only to private property and has therefore asked the Board of Trustees to rule first on the right-of-way request. Attorney Marcus said that there is no strict defined order in a situation such as this. After additional discussion including concerns over future sidewalk placement, a determination that it is more appropriate for the ZBA to address the question first is reached.

6. Report of the Trustees:

Trustee Biloski, leading a renewed effort to draft an Emergency Plan for the village reported on progress made by the Department Heads meeting with Mayor Supron and herself. The goal is to prepare a consolidated, concise plan based on the City of Ithaca plan utilizing a structure similar to an example from Johnson City. Fire Superintendent Tamborelle will revise the document first, tracking his revisions. Then Police Chief Steinmetz, Superintendent Cross and Clerk & Treasurer Mangione will apply their changes in turn. The goal for this step is to have a draft version prepared for presentation to the Board by the end of the year. National Incident Management System (NIMS) training is required by no fewer than 75% of individuals who would be contributing to an emergency effort. All members of the Board of Trustees should complete at least NIMS series 700 and 100 by year end.

The Information Technology Committee Chair, Linda Woodard reported no changes to the status from the August meeting. Clerk & Treasurer Mangione will forward a completed list of sites, numbers of internet users and phone users to Chair Woodard. This data is to be provided to Verizon and Time Warner Cable for their village needs analysis. There has not been any response from Finger Lakes Technology Group or Clarity Connect.

7. Report of Chief Steinmetz: (Exhibit FYE2016-059a, b)

Clarification of the dog control ordinance as relates to barking was requested. The Chief explained that a complaint of extended and repeated periods of barking can result in a citation.

Clarification of the policy on pre-employment background checks is needed. The agency used by Ithaca College charges \$30/hour and estimates a typical expenditure of eight hours. Suggestion of a stepped policy was offered. For instance, a temporary employee or summer intern would require a simple TRACS system check whereas a police officer would require a more in-depth review. Any individual with administrative authority to the IT infrastructure must have clearance as prescribed by the Department of Criminal Justice Services.

Interviews to fill the open part-time police officer position are complete and a recommendation has been made.

Resolution #7695

BE IT RESOLVED THAT: The Board of Trustees of the Village of Cayuga Heights approves an offer of employment as a part-time police officer to Terry O'Pre pending a successful outcome to all appropriate pre-employment screening.

Motion: Trustee Salton

Second: Trustee Friend

Ayes: Trustees Biloski, Friend, Marshall, Robinson, Salton, and Woodard

Nays & Abstentions: none

Motion carried

8. Report of Superintendent of Public Works Cross: (Exhibit FYE2016-060)

A used sidewalk plow is available for \$9,500. It may not be ideal, but given the issues encountered with the current Bombardier plow at the end of last season it is a viable solution. The used plow has been inspected by public works mechanics and it is reportedly in sound functional condition. The value is at least equal to the asking price and the dealer guarantees a trade-in value of that amount if used to purchase a different vehicle next season.

Resolution #7696

BE IT RESOLVED THAT: The Board of Trustees of the Village of Cayuga Heights approves the purchase of a used MT Trackless sidewalk plow from Cyncon Equipment, Inc. at a cost not to exceed \$9,500.

Motion: Trustee Marshall

Second: Trustee Biloski

Ayes: Trustees Biloski, Friend, Marshall, Robinson, Salton, and Woodard

Nays & Abstentions: none

Motion carried

At the Planning Board Meeting scheduled for Monday, September 28, 2015 a proposal to allow conversion of the single family property at 520 Wyckoff into a sorority house is on the agenda. Shortage of parking space is addressed through contractual agreement with Kimball Real Estate to park at Westbourne Apartment at 126 Westbourne Lane.

9. Report of Clerk & Treasurer Mangione (Exhibit FYE2016-061a,b)

- a. A sealed bid for the surplus 2011 Crown Victoria police cruiser was opened. It is noted that the bid did not contain any contact information for the bidder.

Resolution #7697

BE IT RESOLVED THAT: The Village of Cayuga Heights Board of Trustees accepts the bid of \$5,238 from Mr. Syed A. Ali for the purchase of one 2011 Ford Crown Victoria.

Motion: Trustee Salton

Second: Trustee Biloski

Discussion: Every effort will be made to locate the bidder's contact information.

Ayes: Trustees Biloski, Friend, Marshall, Robinson, Salton, and Woodard

Nays & Abstentions: none

Motion carried

- b. Modifications to the Budget for Fiscal Year ending May 31, 2016 for revised estimates provided by the NYS Employee Retirement System were reviewed.

Resolution #7698

BE IT RESOLVED THAT: The Village of Cayuga Heights Board of Trustees authorizes budgetary modifications to the General Fund Budget for Fiscal Year Ending May 31, 2016 reducing account A9010.800, Employee Benefits: Retirement by \$4,321 and increasing account A9015.800, Employee Benefits: Police/Fire Retirement by \$14,967 and the Treasurer is instructed to make the balancing necessary Budget Journal entries by drawing down A1990.400, Contingency.

Motion: Trustee Woodard

Second: Trustee Biloski

Ayes: Trustees Biloski, Friend, Marshall, Robinson, Salton, and Woodard

Nays & Abstentions: none

Motion carried

c. Revenues and Expenditures:

Resolution #7699

BE IT RESOLVED THAT: Abstract #4 for FYE2016 consisting of TA vouchers 25 - 37 in the amount of \$17,381.87 and Consolidated Fund vouchers 194 - 284 in the amount of \$185,087.70 is approved and the Treasurer is instructed to make payments thereon.

Motion: Trustee Friend

Second: Trustee Robinson

Ayes: Trustees Biloski, Friend, Marshall, Robinson, Salton, and Woodard

Nays & Abstentions: none

Motion carried

d. Transmittal of the CDLM Engagement Letter to the Governing Body

e. "Put Fruit to Work Week" sponsored by the Wellness Coalition of Tompkins County

10. Report of the Attorney:

No report.

Meeting of the Village of Cayuga Heights Board of Trustees was adjourned by Mayor Supron at 9:40 p.m.

EXHIBIT 2016-065

October 19, 2015

Honorable Kate Supron
Board of Trustees
Village of Cayuga Heights

Fire Superintendent Monthly Report for September 2015

September was a busy month with 46 runs. There were 24 calls in the Village of Cayuga Heights, 17 calls in the Town of Ithaca and 5 mutual aid requests. We had 26 EMS responses and 20 fire calls. For as busy as the month was, it was filled with routine calls. We did see a jump in our fire alarm activations when the students returned.

Training is back in full swing now our student members are back in town. September saw us out with the trucks making supply and moving charged hand lines to get everybody re-acclimated with the equipment. Our members jumped right in and trained hard. We are gearing up for a busy October with the three recruit classes on the last three Saturdays of the month. This is an extremely busy time of the year for the senior members of the department. We need to get everything in place for the recruits.

Lieutenants Berger and Gladstone put together a great recruiting drive through August and early September. We had 42 people attend the recruit dinner on September 24th. At the dinner we made it very clear what we expect from our members in terms of training and membership requirements. After the dinner we received 25 applications for membership. We formed an interview panel and over the course of two nights we interviewed all 25 applicants. We had decided before the interviews to take a recruit class between 15 and 20 because of the amount of equipment we have to issue at this time. After the interviews we offered spots in the fall class to 16 of the interviewees. We did have several strong prospects in those not chosen but the people we did not take either lived too far from the station or were unsure of their time commitment to the Ithaca area. We did let those not chosen for this class that we will be running a spring class and if their long term plans change that they should reapply. The 16 that we accepted will start training on October 17th. We have a great group with several EMTs and at least one person with prior firefighting experience. They will all need to complete the three recruit classes as well as an additional evening of CPR training. After the classes are complete they will have 90 days to complete their probationary checklists. With the new recruits we stand at sixty members of the department.

Several of our members participated in the Tunnel to the Towers memorial run again this year. The run is from Red Hook in Brooklyn through the Brooklyn Battery Tunnel to the World Trade Center. This run is to memorialize the run of Stephen Siller an FDNY firefighter last seen running through the tunnel with his gear heading for Ground Zero on September 11th. The Cayuga Heights Fire Department has participated in this run every year since it started in 2003. This year my 4 year old son Jacob made the run with us.

We were able to resolve the problem with the hydraulic generator on E202. We found that the generator was leaking hydraulic fluid. It was taken to the service facility in Elmira for evaluation and it was found to be leaking from a heat exchanger. Initial contact with the manufacturer led us to believe that the two year warranty had run out and that we would have to cover the cost of repair at close to \$4,000. After several conversations with the manufacturer we determined that they had a five year warranty on the specific part. They wanted us to take the truck from Elmira to Syracuse to simply have the part installed. I argued that this did not make sense and they finally decided to cover the cost of the repair and allow Tyler Fire to complete the repair. We seem to be in good shape with our equipment at this time.

While the fall is a busy time for us we love the challenge of moving our new members through the training process. It is very satisfying to see everybody geared up in the afternoon of the first day of training.

Sincerely,
George Tamborelle
Fire Chief/Fire Superintendent

VILLAGE OF CAYUGA HEIGHTS
DRAFT
PROPOSED LOCAL LAW D OF THE YEAR 2015

**A LOCAL LAW TO ESTABLISH
SOLAR ENERGY COLLECTOR REQUIREMENTS**

Be it enacted by the Board of Trustees of the Village of Cayuga Heights as follows:

Section 1 Legislative Intent: It is the intent of this local law to facilitate the use of solar energy collectors to encourage renewable energy, but also recognizes that regulation of the construction, placement, and operation of solar collectors are matters of public importance involving issues of safety, neighborhood character, and possible depreciated property values by reason of improperly installed, placed, maintained, or operated collectors.

Section 2 Authority: This local law is adopted pursuant to

Section 3 Generally Applicable Standards: All solar energy collectors shall be subject to the following requirements:

1. Solar energy collectors shall be permitted only to provide power for use by owners, lessees, tenants, residents, or other occupants of the premises on which they are erected, but nothing contained in this provision shall be construed to prohibit the sale of excess power through net metering or net billing or a similar program in accordance with New York Public Service Law 66-J or similar state or federal statute;
2. Solar collectors shall be designed, located, and tilted to prevent reflective glare toward inhabited buildings on adjacent properties and toward vehicles on adjacent roads, and shall not be unnecessarily, bright, shiny, garish, or reflective;
3. Solar energy collectors shall be located in areas and ways which most mitigate their visibility from surrounding properties;
4. Solar energy collectors shall be considered structures for the purpose of compliance with Village laws and ordinances, shall require a building permit and certificate of occupancy issued by the Village's Code Enforcement Officer, and shall comply in their design, construction, and operation with all other Village laws and ordinances, unless specifically excluded by this section.

Rooftop mounted solar collectors are permitted in all zoning districts in the Village. Building permits shall be required for installation of rooftop mounted solar collectors, subject to the following requirements:

1. The area covered by collectors shall not exceed eighty (80) percent of the entire roof area;
2. There shall be a five (5) foot minimum set back from all roof edges;
3. On a pitched roof, collectors shall be mounted no more than twelve (12) inches above the roofing surface to which they are affixed, and shall not extend beyond the highest point of the roof;
4. On a flat roof, collectors shall be installed in a manner and to a height that minimizes their visibility from surrounding properties and roads, but still maintains their functional integrity and viability;
5. Where possible, shall be color-coordinated to harmonize with roof materials and other predominant colors of the structure.

EXHIBIT 2016-066 page 2

Ground-mounted solar collectors are permitted as an accessory use in all zoning districts of the Village, subject to the following requirements:

1. Collectors shall be located in side or rear yards;
2. Collector locations meet all applicable setback requirements of the zone in which they are located;
3. The height of any collector and any mount shall not exceed 15 feet from ground elevation at any point when oriented at maximum tilt;
4. The total surface area of all such collectors on any one lot shall not exceed 500 square feet;
5. The area beneath any collector shall be included in the calculation of lot area coverage;
6. The area beneath any collector shall be considered impervious surface and subject to the Village's Local Law for Stormwater Management;
7. Any collector may not be sited within a riparian streamside buffer or any buffer required for some other conservation purpose;
8. A building permit is required prior to any collector and mount installation;
9. Such installations should employ where practicable vegetative landscape screening and, if necessary, other screening methods which harmonize with the character of the property and surrounding neighborhood to minimize collector and mount visibility from adjacent properties and roads;
10. Installations should minimize view blockage from and shadow impacts on neighboring properties;
11. Installations must be performed by a qualified solar installer;
12. Prior to operation, all electrical connections must be inspected by the Village's Code Enforcement Officer and by an appropriate electrical inspection person or agency as determined by the Village;
13. If applicable, any connection to the public utility grid must be inspected by the appropriate public utility;
14. When solar storage batteries are included as part of the solar collector system, they must be placed in a secure container or enclosure meeting the requirements of the New York State Building Code when in use and, when no longer used, shall be disposed of in accordance with the laws and regulations of Tompkins County and other applicable laws and regulations;
15. If a collector ceases to perform its originally intended function for more than twelve (12) consecutive months, the property owner shall remove the collector, mount, and associated equipment and facilities by no later than ninety (90) days after the end of the twelve (12) month period;
16. For a project that requires site plan approval, and which also includes the installation of ground-mounted solar collectors, the site plan review shall include review of the adequacy, location, arrangement, size, design, and general site compatibility of any proposed collector.

Section 4 Severability: If a court determines that any clause sentence paragraph subdivision or part of this local law or the application thereof to any person firm or corporation or circumstance is invalid or unconstitutional the court order or judgment shall not affect impair or invalidate the remainder of this local law but shall be confined in its operation to the clause sentence paragraph subdivision or part of this Local Law or in its application to the person individual firm or corporation or circumstance directly involved in the controversy in which such judgment or order shall be rendered.

Section 5 Effective Date: This Local Law shall take effect immediately upon filing with the Secretary of State.

EXHIBIT 2016-067a



**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 • Fax: (607) 257-3474

James M. Steinmetz
Chief of Police

October 13, 2015

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

Re: Report of the Police Department for September, 2015

In the month of September the police department received 382 calls for service. In addition to these calls 199 uniform traffic tickets were issued and 2 parking violations were cited. A breakdown of the calls for service is as follows:

7 Misdemeanor complaints were received, 3 for Criminal Mischief, 1 for Larceny, 2 for Fraud, and 1 for drugs. In all 3 of the Criminal Mischief complaints, residents reported that their mailboxes had been damaged. The residents stated that they saw male subjects in the area. 3 subjects have been identified however the lead was unfounded. No further reports of damaged mailboxes have been received. In the Larceny complaint, a resident stated that a diamond ring was missing from their home at a residential facility. The investigation of this case is ongoing. Of the 2 fraud complaints, 1 involved a local business reporting that a counterfeit \$20 bill had been used as payment. The Secret Service has been notified and this incident remains under investigation. In the second fraud complaint, the resident stated that a credit card had been established by an unknown person in their name. A report was needed for the banks in order for accounts to be frozen. The drug complaint came in as the possible sale of drugs occurring outside a local business. Suspects have been identified and the investigation is ongoing.

8 Vehicle and Traffic stops led to 12 misdemeanor charges. 1-Criminal Possession of a Controlled Substance 7th, 1-Driving While Intoxicated 1st, 1-DWAI-Alcohol and Drugs Combined, 2- Aggravated Unlicensed Operation of a Vehicle 2nd, 4-Aggravated Unlicensed Operation of a Motor Vehicle 3rd, 2-Suspended Registration, 1-Circumvent Interlock,

8 Local Law violations were reported, 3 for Dog Control, 4 for Noise, and 1 for Open Burning. 2 of the Dog Control complaints consisted of a resident stating that a neighbor's dog had been on their property. The officer made contact with the dog owner and was issued a citation for Loose Dog for each incident. The 4 noise complaints included 1 report of a loud garbage truck collecting trash outside of the allotted noise ordinance hours. Upon officer's arrival the truck was no longer in the area, however after investigation, the company was contacted and notified of the Village's ordinance and advised that a citation would be issued upon further incident. The second noise complaint came in as a loud gathering. Upon officer's arrival it was not clear where the noise had been coming from and was unfounded. Another noise complaint came in as loud music being played in an apartment house. Upon officer's arrival the tenant had turned the music down and no further issue had arisen. The last reported incident was for noise and music from a gathering. The officer on duty made contact with the resident and was advised of the Village's ordinance and told to keep the music and noise level turned down. The report for open burning was reported by a resident stating that the smoke from the neighbor's campfire was coming into their home creating health complications. The officer on duty contacted the neighbor and informed them of the situation; however the neighbor was conducting the fire within the requirements of the Village's local law.

There were 4 Motor vehicle accidents investigated, none of which involved deer.

There was one incident reported involving deer. A complaint was received from a passerby stating that an injured deer was on the side of route 13. The deer was gone upon officer's arrival.

In summary, 9 persons were arrested and the following 15 charges were filed: 1-Criminal Possession of a Controlled Substance 7th, 1-Driving While Intoxicated 1st, 1-DWAI-Alcohol and Drugs Combined, 2- Aggravated Unlicensed Operation of a Vehicle 2nd, 4-Aggravated Unlicensed Operation of a Motor Vehicle 3rd, 2-Suspended Registration, 1-Circumvent Interlock, 2-LL Dog Control,

Over the course of this month police department members took part in the following trainings and events; the last week of September, Officer Chad Lansing attended NRA Rifle Instructor School.

The full time officers worked a total of 41 hours of overtime and the part time officers worked a total of 124 hours.
Sincerely, Chief James Steinmetz

EXHIBIT 2016-067b

CAYUGA HEIGHTS
POLICE DEPARTMENT
September 2015

Total Traffic Citation Report, by Violation

<u>Violation</u>	<u>Description</u>	<u>Totals</u>
7B LL#1-96	NO PARKING ZONE	1
7D LL#1-96	OVERNIGHT PARKING	1
Report Totals		2

Report of Superintendent Brent Cross

Zoning projects have taken a lot of my attention over the last couple of weeks. I do not remember a time when we have had as many “hot” zoning projects going on at the same time. Many of the project involve extra attention due to owner/neighborhood concerns. The following is a list of current/recent zoning actions:

- side yard variance for 112 midway road
- reduced frontage variance for 105 berkshire road
- subdivision of lot for 105 berkshire road
- sorority house at 520 wyckoff road
- sobriety house at 216 dearborn place
- co-op housing at 208 dearborn place
- bakery/café at corners community center
- catering/café at corners community center
- proposed large commercial building at corners community center which will need variance(s) and site plan review

There is also a significant project in the village of lansing that will require a special sewer permit from the VCHWWTP, to accept pre-treated effluent from a “micro-chip” manufacturing process. Although the discharge flow will be relatively small (less than 1000 gpd), the type of manufacturing process is identified by the US Environmental Protection Agency as producing a potential hazardous waste. Therefore, M/A-COM Technology (Macom) will be required to design/install an industrial pre-treatment plant at their new facility. Unfortunately, as the operator of the Publicly Owned Treatment Works (POTW), the Village WWTP is obligated to review/approve/monitor the entire operation before/during/after completion. One of the tasks is to review the chemical nature of their treated waste and evaluate it for conformance with our local sewer use ordinance as well as it’s compatibility with the biological processes at the WWTP. The Village has only been through this process once previously when Borg Warner became regulated in the late 1980’s. Even then, their waste discharge is only metallic in nature and not considered hazardous by EPA definitions, which means the Borg-Warner pre-treatment plant is only regulated by a NYSDEC permit, not a USEPA permit. This will be a substantial amount of work for the Village to technically comply with the EPA requirements, as well as setting up a cost sharing agreement with Macom to reimburse the village for future lab testing expenses. I have contacted the engineers at GHD (formerly Stearns and Wheler) who were actually involved in the Village’s permitting process for Borg-Warner in the 1980’s. They have prepared a proposal with a scope of services to provide 30 hours of time to assist the village in reviewing the EPA regulations, design of the proposed system, and permit administration. They will only bill us for the hours spent, not to exceed \$3,700.

At the DPW, the guys have completed the paving work on Overlook and Kline Roads. Although there have been some various grumbles about how the new pavement effects peoples driveways, most comments have been very positive.

The DPW has also nearly completed the installation of the new culvert pipe under Randolph Road. The adjacent owner has paid for new piping to continue across her property. She and the neighbors seem to be pleased with the work so far. We will move onto the installation of the new pipe under Warwick Place. As the Mayor previously communicated, the owner of 113 Warwick has opted not to participate in improving the existing pipe her property, and I have not finalized the plans with the owners of 116 Warwick, but they have verbally indicated an interest in replacing the pipe on their property.

Other than the open list of smaller/individual property owner projects, the only road work left to complete this season will be the patching on N. Triphammer Road. We had previously committed to finishing this task during the month of October. I expect we will meet this timeline.

EXHIBIT 2016-068 – page 2

As of 10/15/15, the DPW crew will begin the annual leaf collection program. This will take 3 men (2 full-time and 1 seasonal) dedicated to the leaf truck for 4 days a week until 12/15/15. The Clerk's Office has inquired about the route/schedule. I have confirmed that the intended plan is as follows: the crew will pick up leaves on Monday and Tuesday in the part of the village that is on Tuesday's garbage route. On Wednesday and Thursday, they will move to the part of the village that is on the Thursday garbage route. If they did not complete the "loop" on Tuesday or Thursday route, they may go back on Friday (if not a bulky/brush day) to catch up. They will repeat this rotation through the entire season.

A new issue has come up with the recent/late notification from Cornell Plantations that they no longer wish to have us unload leaves at their location. This leaves (no pun intended) us with what to do with the large volume of leaves that will be collected over the course of the season. We will likely begin the season by offloading the leaves at the vacant lot (owned by the Village) next to the WWTP. We previously managed a composting operation at that location, but discontinued several years ago when Cornell made the Plantation option available. It is not clear how much leaves we will be able to store there before we may need to start trucking to an alternate location, or find another user that may be willing to take some of the leaves off the site for us. At the end of the season, we will again need to manage the leaf piles as compost. This takes additional manpower and a need to find a willing consumer of the compost.

As a follow-up to this morning's meetings, I am attaching a copy of the quotation provided by CF Evans Roofing for maintenance/repair work. Since the original quote was made, they have already completed the repair of a leak over the police office, at a significant savings from the anticipated level of effort. Therefore, we are left to address the area referred to as the "washtub" on page 2. As you can see, they are proposing to install an EPDM overlay in the existing valley configuration. Since this is their recommendation, I expect them to be more likely to warranty the work than if we dictate the details of the solution.

I have also made a phone call to Kent Duane to get a commitment to completing this work before the end of the "season". He will inquire with their scheduling manager and get back to me before Monday night.

We have been informed by Dickson Farms that they are no longer taking sludge for their land application permit. Therefore, they are willing to continue to haul our sludge, but will be taking it to the land fill (Seneca meadows?). Their fee will increase from \$45/ton to \$68.70/ton plus other fuel/environmental surcharges. We will be actively seeking alternative disposal options. One possibility is to "offer" our liquid sludge to the Ithaca Area WWTP for consumption in their new co-generation system. Since the IAWWTP system uses liquid sludge instead of "dry cake" sludge, the evaluation of the trucking cost is different because of gallons vs. dry tons. GHD Engineers, who may be helping us on the Macom issue, was the engineer on the IAWWTP co-generation project, so they already have the know to help us make an apples vs oranges evaluation. They have offered to do this analysis for an estimate 20 hours task. They would bill for this work by the hour with a cost not to exceed \$2,467.

I also ask GHD how much it would cost to have them prepare a professional estimate of the "insured" value of the WWTP. They have estimated a cost of 10 hours not to exceed \$1,233.



**CHARLES
F. EVANS
COMPANY**

AN EVANS ROOFING COMPANY

800 Canal Street,
Elmira, New York 14902-0228
Telephone: (607) 734-8151
Fax: (607) 733-5422
Web: www.evans-roofing.com

August 26, 2015

Attn: Brent Cross
Superintendent of Public Works - Village Engineer
Zoning Officer – Building Commissioner/Fire Inspector
Village Office of Cayuga Heights
836 Hanshaw Road
Ithaca, NY 14850

Re: Roof Repair Proposal

Dear Brent,

Recently, we were asked to come out and meet regarding three (3) problematic areas at the above referenced property.

DONE

1. The ridge cap over the east wing of the Police Dept.
2. The low slate roof tie-in between the east wing and the main building.
3. The washtub area located at the rear entrance to the main building office area.

Thank you for the opportunity to submit this proposal. The following paragraphs are intended to define and clarify the scope of work that we propose to undertake on your behalf:

Ridge Cap Inspection, Caulking & Low Roof Tie-in Repair Scope of work #1:

1. Prior to commencing work, install an OSHA approved motion-stopping system at the perimeter of the entire area to be re-roofed.
2. Inspect east wing ridge cap on the Police Station and caulk approximately 30 lineal feet or as needed to assure a water tight detail.
3. Remove and stack existing slate on the ground for Customers private stock approximately 85sf.
4. Remove and store as needed the metal trim at metal roof east side rake edge above air conditioner.
5. Remove and store as needed the wood siding to assure a water tight tie-in to cheek walls with new EPDM.
6. Install new mechanically fastened ½" dens-deck over entire sloped roof area of repair.
7. Install new fully adhere .060 non/reinforced EPDM directly over new dens-deck per manufacturer's recommendations to assure a water tight roof system.
8. Custom cut and reinstall slates along valley.
9. Fabricate and install all new copper flashings necessary for a water tight roof system.
10. Re-install wood siding and metal flashings back to original state assuring water tight flashing details. (No painting of any wood included)
11. Leave the roof and grounds in a neat, clean condition.

We will perform the scope of work outlined above for a cost of **\$8,532.00, Eight Thousand Five Hundred Thirty-Two Dollars and 00/100.** This price includes all labor, materials, equipment, licenses, permits and any applicable taxes required to complete the work as described.

Washtub EPDM Overlay Scope of Work #2:

1. Prior to commencing work, install an OSHA approved motion-stopping system at the perimeter of the entire area to be re-roofed.
2. Remove and store slate for later re-installation approximately 144sf.
3. Remove and dispose of all roofing materials down to the roof deck including all copper and tin flashings.
4. Install new mechanically fastened 1/2" dens deck recovery board over entire washtub area approximately 72sf.
5. Install new fully adhered .060 non/reinforced EPDM membrane over entire washtub area and turning the EPDM up the stone wall terminating with an aluminum termination bar and upslope onto the slate side roof, adhering directly to the roofs deck.
6. Fabricate and install new 16oz. bright copper step-counter-flashings to the stone wall which will be installed into newly cut raglets in the mortar joints of the stone wall.
7. Install a new (1) one piece copper V-pan with collector box at the rear building side tying in with (1) one each new 4' length of gutter over the rear entrance to the building.
8. Install new walk-pads cut to shape over the entire wash-tub area to serve as added protection against falling slates.
9. Re-install stored slates and metal roof flashings back to original state.
10. Leave the roof and grounds in a neat, clean condition.

We will perform the scope of work outlined above for a cost of **\$16,396.00, Sixteen Thousand Three Hundred Ninety-Six Dollars and 00/100.** This price includes all labor, materials, equipment, licenses, permits and any applicable taxes required to complete the work as described.

Additional Clarifications/Qualifications:

- This proposal is based on the terms and conditions enumerated in the applicable current AIA contract.
- Prices do not include performance & payment bonds. Payment bonds are only available if the General Contractor and/or the Construction Manager bond the project.
- No protection of roofing from other trades. No repairs to completed roofing due to damage by other trades.
- No snow/ice removal or temporary protection.
- All work to be performed during **normal business hours.**
- All colors to be selected from the manufacturer's **standard colors.**
- Our price is based on **one** mobilization. Additional mobilizations, whether directed, caused or created by another party, will be at additional cost to the owner.
- We are not architects or engineers and take no responsibility for design liability or compliance with codes or design regulations.
- We assume the existing roof, roof substrate and adjacent areas affected by the re-roofing process do not contain asbestos or any asbestos containing material (ACM) **unless these materials have been specifically identified and their remediation has been defined in the specification.** We are not engaged in the identification of ACM and rely on the independent identification and analysis of any and all ACM involved in a project by the specifier or building owner. If asbestos is discovered during the course of the work described in this proposal, we reserve the right to suspend work for a reasonable period of time until we (or another contractor) are engaged to complete the asbestos abatement work. If another firm is engaged to perform the abatement, we will be entitled to reasonable compensation for any extra expenses incurred as a result of the presence of asbestos containing materials at the work site. The owner agrees to indemnify, defend and hold us harmless from and against any and all liability, damages, losses, claims, demands or lawsuits arising out of or relating to the presence of asbestos and/or ACM at the work site prior to our firm being advised of the presence of asbestos.
- We are committed to acting promptly so that roof leaks are not a source of potential interior mold growth. The Owner will make periodic inspections for signs of water intrusion into the building and will promptly notify Contractor of any suspected leaks. Upon receiving notice, we will make repairs promptly so that water

EXHIBIT 2016-069 – page 3

Page 3

August 26, 2015

entry through the roofing installed by us is not a source of moisture. We are not responsible for indoor air quality. The Owner shall hold harmless and indemnify Contractor from any claims related to indoor air quality.

- Due to volatile markets, we are unable to secure firm prices or lead times from our suppliers. If there is an increase in the price of any roofing materials charged to the Contractor subsequent to making this proposal/contract, the proposal/contract shall be increased to reflect the additional cost to us, upon submittal of written documentation thereof. In addition, lead times may vary depending on availability at time of order.

As one of the country's most respected roofing, sheet metal and metal wall panel contractors, we are eager to demonstrate our strong commitment to quality workmanship, safe work practices and uncompromising customer satisfaction.

We look forward to an affirmative response, and would welcome the opportunity to address any questions or provide additional information about any aspect of our proposal.

Sincerely,

Charles F. Evans Co., Inc.

Kent J. Duane

Kent J. Duane
Repairs Department Manager
kduane@evans-roofing.com
607-737-8483 Office
607-481-1486 Cell

Our proposal price is valid for sixty (60) days from the above-mentioned date. Our terms of payment **upon completion of the accepted projects are Net 10 Days. Please sign the contract proposal below** and date for your acceptance and return to us. A photocopy of this signed and dated proposal will be returned to you for your records.

Signature of Owner Acceptance **Scope of Work #1**

Date

Signature of Owner Acceptance **Scope of Work #2**

Date



Village of Cayuga Heights

MARCHAM HALL
836 HANSHAW ROAD
ITHACA, NEW YORK 14850

(607) 257-1238
fax (607) 257-4910

Kathryn D. Supron, Mayor
Joan M. Mangione, Clerk & Treasurer
Angela M. Podufalski, Deputy Clerk
Brent A. Cross, Engineer

ZONING OFFICER'S REPORT

DATE: October 14, 2015
TO: BOARD OF TRUSTEES
FROM: Brent Cross, Zoning Officer
RE: Hope's Events and Catering, 200 Pleasant Grove Road

I have received a permit application to convert the former Sarah's Patisserie space into a catering/café. Permits for such food service business are subject to Zoning Section 4.2.c. No restaurant or dairy bar for the serving of food and beverages, but only on special approval of the Board of Trustees shall determine, after public hearing such use is in the general welfare of the Village (I have attached a copy of a list used by the Planning Board to evaluate such welfare)

The applicant is proposing to operate a cake bakery and café with details of operation as described in the attached business plan summary. Some of the details that are typically identified in the final permit approval include such issues as: menu, seating (indoor/outdoor), hours of operation, etc. Please note that signage will be regulated by Zoning Section 17. Signs: each business shall be allowed to have a 10 sf sign area.

Prior to final approval by the Trustees, the following actions will need to be taken after an initial presentation by the applicant:

- declaration of lead for SEQR
- determination of SEQR Type and level of assessment
- schedule a public hearing

Prior to the public meeting, the applicant will provide any additional information, as well as a SEQR Environmental Assessment Form (if determined necessary), and 10 days prior to the meeting I will prepare a public notice that will be sent to the newspaper and to all property owners within 200' of the project/property.



Hope's
Events & Catering

Contact: Hope E. Rich 416 Kleinwoods Road, Ithaca, NY 14850
hopeerich@gmail.com 607 351-5893

EXECUTIVE SUMMARY

THE PROJECT

Hope Rich's new venture, *Hope's Events & Catering*, featuring catering, culinary arts classes and HMRs (freshly-prepared entrees delivered to the home) - all with a personalized level of service. After honoring her 4-year non-compete agreement and from her new location at the Community Corners, Hope is reentering the market with the same winning formula that made "Hope's Way" a 16 year success.

PROVEN TRACK RECORD

During the final eight years of Hope's Way, the catering sales alone averaged @\$1 million.

FUTURE SUCCESS

By the 2nd quarter of 2016, sales revenues will again be at this pace while profitability and cash flow will be optimized as there will be little or no indirect, fixed, labor burden to be borne.

FINANCING COMPLETE

The project has financing is fully funded and has been completed without debt.

USE OF PROCEEDS

The proceeds will be used to purchase and install kitchen equipment, make leasehold improvements at the new location, and cover initial start-up costs and early-stage working capital needs.

START-UP DATE

A late Q4-2015/early Q1-2016 opening is planned, well in advance of the busy June graduation and alumni events and the start of summer weddings. There are already events on the books for this period.

THE BUSINESS & MARKET

Hope's Events & Catering will provide the highest quality off-premises catering services, home meal replacements and culinary arts classes for Ithaca and its surrounding communities. The catering will be divided into four key segments - Cornell, Corporate, Weddings and Private Events.

The Culinary arts classes will be for all ages - kids, college aged students, adults and seniors. Classes will be taught by Hope, as well as guest chefs. Based on the past success of Hope's Way, known as the best caterer in Ithaca, this new enterprise will be extremely successful.

THE CUSTOMERS' WANTS

The Ithaca community longs for the return of the highest quality, well planned and organized, most efficient and well executed culinary solutions for catered events and HMRs.

HOPE'S SOLUTION

Hope's Events and Catering will offer its outstanding menu choices for catered events and home meal replacements that Hope's Way was famous for. Additionally, there is no one in Ithaca that knows more about all the facets of the business than Hope Rich.

BUSINESS MODEL

The additional products and services offered here (Culinary Art Classes and HMR) generate additional revenues with no incremental investment needed and will assist in marketing the catering services offered.

One of the keys to the success of this business will be that work is only done when products/services are requested and paid for. (i.e. "The Guaranteed Sale"). This is much

different than a Hope's Way-like retail model where there is no guarantee what volume of sales will be generated each day. The new model also avoids the costs associated with highly perishable products on hand in the face of possible low sales volumes at certain times of the year, or due to weather and other unknowns.

LOCATION

The location chosen in Community Corners is highly visible and very easy to access. Parking is extremely convenient and customers can park in front of our storefront. Community Corners hosts a variety of small businesses that will complement and enhance our products/services. The location is very close to Cornell which is our largest catering segment for easy access when delivering.

OPERATIONS (more on HMR)

Seasoned and mature staffing will be used only at the time an event is prepared and produced to optimize control of labor costs. In terms of HMRs, freshly prepared entrees will be delivered twice a week. (Mondays and Thursdays). Menus will be available on line and clients can order there or call in orders, depending on the specifics/size of orders. There are three main market segments that will be accessing the HMR meals. The first is "DINKS", dual income no kids. These couples are driven, hardworking and may not have time for shopping/cooking. What they do want is good, healthy food, prepared well that can be delivered. Another market segment is "Empty Nesters". These couples have recently sent their last child off to college and are cooking for only one or two at

home. Again, they want quality products, convenient to access. The last HMR

OPERATIONS cont'd

market segment is retirees. This age group (65 – 85) miss home cooked meals, but find it hard cooking for only two. They enjoy the fact they do not have to shop, prep and clean up meals, but can still have a fantastic meal at the end of the day!

COMPETITION

Hope is very familiar with the competition in Ithaca and attained a reputation in the community as the best caterer in Ithaca with her Business, "Hope's Way". As for the caterers that have been here for over 20 years, Ithaca Bakery, The Heights, Cornell Catering, to new comers such as Serendipity, H & J

Hospitality, Dinosaur BBQ and Agava, they are all "Off Premise Caterers". There are also services offered by Wegmans and Panera Bread for pick-up or simple deliveries/drop off services. There has already been a significant positive reaction to the possibility of this start up and there is no doubt of regaining the best client base and strong market share.

IMPORTANT FACTS

Seating - for the new operation will consist of 12 seats inside and 16 seats outside.

Business Hours - will be from 7:00 AM to 2:00PM.

MILESTONES

1994 – Opening of Hope's Way

- Immediate success
- Added 16 seats

1995 – Chamber of Commerce

- Hope is New Business Person of the Year.

1997 – Expanded business 2X

- Added 50 new seats
- Doubled square footage

2000 – Sales reach \$1,000,000

2008 – Sales reach \$2,000,000

- 1,200 person event at Lab of Ornithology

2010 – Sold Hope's Way

- Hope signed a four-year non-compete agreement

2014 – Hope's Events and Catering Conceptualized

2015 - Jan 2015 – Business Plan Developed

August 2015 – Facility Leased. Architectural Work Complete. Equipment Specified.

September 2015 – Funding in Place

Q4 2015 – Facility Completed and Equipment Installed - Soft Opening

Q4 2015 (late) or Q1 2016 (early) – Official Opening

Village of Cayuga Heights

**MARCHAM HALL
836 HANSHAW ROAD
ITHACA, NEW YORK 14850**

(607) 257-1238
fax (607) 257-4910

Kathryn D. Supron, Mayor
Joan M. Mangione, Clerk & Treasurer
Angela M. Podufalski, Deputy Clerk
Brent A. Cross, Engineer



ZONING OFFICER'S REPORT

DATE: October 13, 2015
TO: BOARD OF TRUSTEES
FROM: Brent Cross, Zoning Officer
RE: Lona Cakes Café and Bakery, 907 Hanshaw Road

I have received a permit application to convert the former PakMail space into a bakery/café. Permits for such food service business are subject to Zoning Section 4.2.c. No restaurant or dairy bar for the serving of food and beverages, but only on special approval of the Board of Trustees shall determine, after public hearing such use is in the general welfare of the Village (I have attached a copy of a list used by the Planning Board to evaluate such welfare)

The applicant is proposing to operate a cake bakery and café with details of operation as described in the attached business plan summary. Some of the details that are typically identified in the final permit approval include such issues as: menu, seating (indoor/outdoor), hours of operation, etc. Please note that signage will be regulated by Zoning Section 17. Signs: each business shall be allowed to have a 10 sf sign area.

Prior to final approval by the Trustees, the following actions will need to be taken after an initial presentation by the applicant:

- declaration of lead for SEQR
- determination of SEQR Type and level of assessment
- schedule a public hearing

Prior to the public meeting, the applicant will provide any additional information, as well as a SEQR Environmental Assessment Form (if determined necessary), and 10 days prior to the meeting I will prepare a public notice that will be sent to the newspaper and to all property owners within 200' of the project/property.



Cake Café and Bakery

Short Summary of Purchase and Business Expansion Plan

LonaCakes is a custom-design, per-order-only cake business, established and registered with the town of Ithaca in April 2009. It is currently owned and operated by its founder, Lona Gutches. LonaCakes specializes in custom-design, fondant-covered wedding and special occasion/event cakes, sculpted cakes, action cakes and replica cakes. It is operated out of a second kitchen functioning as a bakery at the owner's residence.

My objective is to buy the business, including all its assets and its name, and invest approximately \$100,000 of personal funds for expansion into a counter-service Cake Café and Cake Bakery unit at Community Corners during the first quarter of 2016.

The new LonaCakes Cake Café and Bakery concept will include a small on-site bakery for the custom, per-order-only business. Additionally, the bakery will serve a chic, counter service, 15 seat indoor and outdoor cake café at the storefront location, which will include a tasting and cake consultation area and a small coffee bar. The Cake Café will sell pre-made cakes, cake in individual portions, cake pralines, cake pops, cupcakes, ice cream and coffee. The concept also includes take-out cake, ice cream and coffee.

LonaCakes Cake Café and Bakery will be open 6 days a week. The café anticipates serving continuously during the late morning, afternoon and early evening hours, Monday through Saturday, and during the late morning and afternoon hours on Saturdays. The Cake Bakery will be in operation from early business hours until early evening hours (8:00 am – 5:00 pm), Monday through Friday. The Cake Café will have the following business hours:

	Kaffee & Kuchen	
	Monday	10:00 am – 7:00 pm
Tuesday	10:00 am – 7:00 pm	
Wednesday	10:00 am – 7:00 pm	
Thursday	10:00 am – 7:00 pm	
Friday	10:00 am – 7:00 pm	
Saturday	10:00 am – 5:00 pm	
Sunday	Closed	

LonaCakes Cake Café and Bakery's mission is to introduce a new social concept and make top-of-the-line special occasion cakes available to its customers. LonaCakes will use fine cake products, local Purity Ice Cream and Gimme! Coffee to introduce the unique German "Kaffee und Kuchen" concept, deliver an inviting elegance and top-of-the-line design and quality to its consumers.

Summary

LonaCakes is a custom-design, per-order-only cake business, established and registered with the town of Ithaca in April 2009. It is currently owned and operated by its founder, Lona Gutches. LonaCakes specializes in custom-design, fondant-covered wedding and special occasion/event cakes, sculpted cakes, action cakes and replica cakes. It is operated out of a second kitchen functioning as a bakery at the owner's residence.

My objective is to buy the business, including all its assets and its name, and invest approximately \$100,000 of personal funds for expansion into a counter-service Cake Café and Cake Bakery unit at Community Corners during the first quarter of 2016.

The new LonaCakes Cake Café and Bakery concept will include an on-site bakery for the custom, per-order-only business. The small Cake Bakery will have no open flames and be equipped with the following:

- Double Deck Full Size Electric Oven and compatible air evacuation hood
- One 54" 46.5 Cu. Ft. Refrigerator
- One 29" 23 Cu. Ft. Freezer
- Undercounter Dishwasher
- One 20 qt. commercial mixer
- Two 8 qt. commercial mixers
- Double countertop commercial electric induction range
- 1000W commercial microwave
- 2 Point-of-use electric water heaters
- Small ice machine
- 1 split AC/heat unit compatible with air evacuation hood

Additionally, the bakery will serve a chic, counter service, 15 seat indoor and outdoor cake café at the storefront location, which will include a tasting and cake consultation area and a small coffee bar. The Cake Café will sell pre-made cakes, cake in individual portions, cake pralines, cake bites, cake pops, cupcakes, ice cream and coffee. The concept also includes take-out cake, ice cream and coffee. The Cake Café will be equipped with:

- 43" ice cream dipping cabinet
- 50" refrigerated bakery display case
- Commercial espresso machine
- Commercial twin coffee brewer
- 2 coffee bulk grinders
- Cash register
- 1 split AC/heat unit

LonaCakes Cake Café and Bakery will be open 6 days a week. The café anticipates serving continuously during the late morning, afternoon and early evening hours, Monday through

Saturday, and during the late morning and afternoon hours on Saturdays. The cake bakery will be in operation from early business hours until early evening hours (8:00 am – 5:00 pm), Monday through Friday.



Kaffee & Kuchen	
Monday	10:00 am – 7:00 pm
Tuesday	10:00 am – 7:00 pm
Wednesday	10:00 am – 7:00 pm
Thursday	10:00 am – 7:00 pm
Friday	10:00 am – 7:00 pm
Saturday	10:00 am – 5:00 pm
Sunday	Closed

LonaCakes Cake Café and Bakery’s mission is to introduce a new social concept and make top-of-the-line special occasion cakes available to its customers. LonaCakes will use fine cake products, local ice cream and local beverages to introduce the unique German “Kaffee und Kuchen” concept, deliver an inviting elegance and top-of-the-line design and quality to its consumers.

LonaCakes Cake Café will announce and use locally famous **Purity Icea Cream** and **Gimmel Coffee** to attract customers and then introduce them to the unique German “Kaffee und Kuchen” concept. “Kaffee und Kuchen” is traditionally a short break in the afternoon for a social gathering around come cake and a hot steaming cup of coffee or tea. This ritual is referred to as *Kaffee und Kuchen* (coffee and cake), *Kaffeetrinken* (coffee drinking), or *Kaffeeklatsch* (coffee gossip). These days, it is still quite common to get together with friends and family to share some cake and good conversation, but is no longer served exclusively in the afternoons and often replaces a late breakfast or an evening dessert.

LonaCakes Cake Bakery will make top-of-the-line cake design and quality accessible to nearby consumers. High-end, artistic, boutique-style cakes in all its forms usually found only in larger cities will be available locally. The tasting and cake consultation area in the café will give consumers the convenient opportunity and location to taste, see and “feel” what LonaCakes has to offer them.

Finally, and as stipulated in the lease contract, the landlord Tim Ciaschi and the new owner, Anna Isenberg, are both responsible that the building, bakery and café will be up-to-code for the business as presented in this executive summary.



**AGREEMENT
BETWEEN
VILLAGE OF CAYUGA HEIGHTS
(OWNER)
AND
GHD CONSULTING SERVICES INC.**

**FOR
PROFESSIONAL SERVICES
ASSOCIATED WITH
CAYUGA HEIGHTS WASTEWATER TREATMENT PLANT
(PROJECT)**

October 2015



**GHD – USA
Services Agreement**

General Details:

Project Name	Cayuga Heights Wastewater Treatment Plant
"OWNER" and the "Client" means	Village of Cayuga Heights 836 Hanshaw Road Ithaca, NY 14850
OWNER's Designated Representative(s) is	Brent A. Cross, PE Village Engineer 607.257.5536 bcross@cayuga-heights.ny.us
OWNER's Authorized Signer is	Katherine D. Supron Mayor
"GHD" means	GHD Consulting Services Inc. 1 Remington Park Drive Cazenovia, New York 13035
GHD's Designated Representative is	Jason Greene, PE Project Engineer 315.679.5768 jason.greene@ghd.com
GHD's Authorized Signer is	Bruce Munn, PE Principal 315.679.5733 bruce.munn@ghd.com

Services:

See Exhibit A.

Fees: (by phase)

\$7,400.00, as further defined in Exhibit A.

Period of Service:

Effective Date of this Agreement: Date of last Authorization
Period of service defined in Exhibit A.

Additional Exhibits:

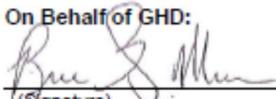
N/A



**GHD – USA
Services Agreement**

Duly authorized representatives to execute this Agreement:

On Behalf of GHD:



(Signature)

Bruce Munn, PE

(Print name)

Principal

(Title)

10/13/15

(Date)

On Behalf of OWNER:

(Signature)

Katherine D. Supron

(Print name)

Mayor

(Title)

(Date)

Additional Signatures, if required:

(Signature)

(Print name)

(Title)

(Date)

(Signature)

(Print name)

(Title)

(Date)



GHD – USA Services Agreement

Services

1. The standard of care for any professional services performed or furnished by GHD under this Agreement will be the care and skill ordinarily used by members of the profession practicing under similar circumstances at the same time and in the same locality. GHD makes no warranties, express or implied, under this Agreement or otherwise, in connection with GHD's services.
2. Any questions in relation to the services being provided by GHD can be directed to the Job Manager.
3. Change of Scope. The scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the Project progresses, facts discovered may indicate that scope should be changed. GHD will promptly inform OWNER in writing of such situations, and if the facts discovered constitute a material change in project assumptions, the parties shall renegotiate the amended scope of this Agreement as necessary.

Information and Documents

4. OWNER shall designate and advise GHD of a person to act as OWNER's Representative who has complete authority with respect to the services. OWNER shall do the following in a timely manner:
 - (a) Provide all criteria and full information as to OWNER's requirements for the Project;
 - (b) Assist GHD by providing all available information pertinent to the Project (e.g. previous reports), all of which GHD may use and rely upon in performing the services; GHD will not be obligated to verify the accuracy of OWNER provided information unless verification is included in GHD's scope of work;
 - (c) Arrange for site and property access as required for GHD to perform the services;
 - (d) Give prompt written notice to GHD of any event that affects the scope or timing of GHD's services.

Payment

5. Method of Payment. OWNER shall pay GHD the Fees as defined under the Exhibits.

Additionally, OWNER will pay for any additional approved services GHD undertakes, and any Liability, cost or expense GHD incurs, if:

- (a) The general approved scope, schedule, extent or character of Services is changed materially. In this event, the amount of compensation provided for herein shall be subject to equitable adjustment in accordance with paragraph 3, Change of Scope;
- (b) Any information OWNER (or OWNER's employees, agents or contractors) provides to GHD is not complete and accurate;

- (c) Part or all of the Services are delayed or suspended (other than as a result of GHD's breach of the Agreement);
 - (d) OWNER fails to pay an amount due under the Agreement; or
 - (e) OWNER ends the Agreement before GHD has completed the services.
6. GHD will submit **monthly** invoices for services rendered and payment will be made within 30 days of OWNER's receipt of such invoices. Interest at 1% per month will be charged on all past due amounts. When the Fees are on the basis of a lump sum, fixed fee, or a percentage of construction cost for the Project, GHD's invoices will be based upon GHD's estimate of the proportion of the services actually completed at the date of the invoice. If OWNER objects to any invoice submitted by GHD, OWNER shall so advise GHD in writing giving reasons therefore within fourteen (14) days of receipt of such invoice. If no such objection is made, the invoice will be considered acceptable by OWNER.

Insurance

7. GHD shall maintain continuously during the life of this Agreement the following minimum insurance requirements:
 - (a) Workers' Compensation Insurance with statutory limits and Employer's Liability of at least \$1,000,000 per occurrence;
 - (b) Comprehensive General Liability Insurance with combined single limits of not less than \$1,000,000 in any one occurrence or in the aggregate, applicable to bodily injury, sickness, or death and for loss of or damage to property;
 - (c) Automobile Liability Insurance covering all owned, non-owned, or hired vehicles used by GHD with limits of not less than \$1,000,000 combined single limits applicable to bodily injury, sickness, or death of any one person per occurrence and for loss of or damage to property;
 - (d) Professional Liability Insurance in the amount of \$1,000,000 covering claims, damages and Liability arising out of, or resulting from, GHD's professional negligence in performance of the services.
8. The policies under 7(b) and 7(c) above shall: (1) name OWNER as an Additional Insured; (2) be endorsed to be primary and non-contributory to any other insurance maintained by OWNER.
9. GHD will provide OWNER with satisfactory evidence of the above insurances upon request.

Total Liability for Damages

10. (a) Notwithstanding any other provisions of this Agreement, but subject to clause 10(b) below, to the maximum extent permitted by law, the total aggregate Liability of GHD to OWNER and/or anyone claiming by, through, or under OWNER shall be limited to the amounts set out in clause 7 for the relevant insurance policy or, if no insurance is applicable, to \$1,000,000.



GHD – USA Services Agreement

- (b) With respect to professional errors or omissions only, notwithstanding any other provision of this Agreement, to the maximum extent permitted by law, the total aggregate Liability of GHD to OWNER and/or anyone claiming by, through, or under OWNER, for all Liabilities arising out of, or resulting from the professional errors or omissions of GHD in the performance or non-performance of the services shall be limited to \$1,000,000, or the total Fees actually paid to GHD under this Agreement, whichever is less.
- (c) Neither party to this Agreement shall be liable to the other for any indirect, special, incidental, punitive or consequential damages, including but not limited to loss of profits, arising in connection with the performance or non-performance of this Agreement.

Intellectual Property

11. All Documents prepared or furnished by GHD are instruments of service in respect of the Project and GHD shall retain an ownership and property interest therein whether or not the Project is completed. Any reuse without written verification or adaptation by GHD for the specific purpose intended will be at OWNER's sole risk and without Liability or legal exposure to GHD, and OWNER shall indemnify and hold harmless GHD from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.

Confidentiality, documents and information

12. GHD agrees to keep confidential and not disclose to any person or entity, other than GHD's employees and subcontractors, without the prior written consent of OWNER (which consent shall not be unreasonably withheld, delayed, or conditioned), all data and Information not previously known to GHD and marked "CONFIDENTIAL" by OWNER and provided in the course of GHD's performance of the services. This provision shall not apply to data or Information which is in the public domain or which was acquired by GHD independently from third parties not under any obligation to OWNER to keep such data and Information confidential or which GHD is required to disclose under any law, rule, regulation, ordinance, code, standard, or court order.

Termination

13. (a) The obligation to provide further services under this Agreement may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Upon such termination, OWNER shall pay to GHD all amounts owing to GHD under the Agreement, for all work performed up to the effective date of termination, plus reasonable termination costs.
- (b) This Agreement may be terminated for convenience by OWNER upon thirty days prior written notice to GHD. In the event of termination for convenience by OWNER, GHD shall be entitled to receive all amounts owing to GHD under the Agreement, for all

work performed up to the effective date of termination, plus reasonable termination costs.

Indemnification

14. To the maximum extent permitted by law, each party shall indemnify and hold harmless the other party, its appointed and elected officials, partners, officers, directors, employees, and agents; from and against any and all Liabilities arising from the negligent or wrongful acts, errors, or omissions, or breach of contract, by a party; but only to the extent of that party's relative degree of fault.
15. In furtherance of these obligations, and only with respect to OWNER, GHD waives any immunity it may have or limitation on the amount or type of damages imposed under any industrial insurance, worker's compensation, disability, employee benefit, or similar laws. GHD ACKNOWLEDGES THAT THIS WAIVER OF IMMUNITY WAS MUTUALLY NEGOTIATED.

Dispute Resolution

16. Both parties agree in good faith to attempt to resolve amicably, without litigation, any dispute arising out of or relating to this Agreement or the work to be performed hereunder. In the event that any dispute cannot be resolved through direct discussions, the parties agree to endeavor to settle the dispute by mediation. Either party may make a written demand for mediation, which demand shall specify the facts of the dispute. The matter shall be submitted to a mediator mutually selected by the parties. The mediator shall hear the matter and provide an informal nonbinding opinion and advice in order to help resolve the dispute. The mediator's fee shall be shared equally by the parties. If the dispute is not resolved through mediation, the matter may be submitted to the judicial system, in the courts of general jurisdiction where the Project is located, in which event all litigation and collection expenses, witness fees, court costs and attorneys' fees shall be paid to the prevailing party.

Independent Contractor

17. GHD shall act as an independent consultant and not as an agent or employee of OWNER, and will be solely responsible for the control and direct performance of the services provided by its employees and agents.

Assignment

18. This Agreement may be assigned by either party with the prior written consent of the other party.

Health and Safety

19. GHD shall only be responsible for the activities of its own employees and agents on the Project site with respect to safety.

Compliance with Laws, Permits and Licenses

20. This Agreement shall be governed by the law of the state where the Project is located. GHD shall perform its Services in accordance with applicable laws, regulations, ordinances, permits, licenses, and other rules.



**GHD – USA
Services Agreement**

Severability

21. The parties agree that, in the event one or more of the provisions of this Agreement should be declared void or illegal, the remaining provisions shall not be affected and shall continue in full force and effect.

No Third-Party Beneficiaries

22. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by OWNER or GHD to any third party. All duties and responsibilities undertaken under this Agreement shall be for the sole and exclusive benefit of OWNER and GHD. There are no intended third-party beneficiaries. Notwithstanding the foregoing, should a court find a third party to be a beneficiary of this Agreement, it is the intent of the parties that the judicially created third-party beneficiary be bound by and subject to all of the terms and conditions of this Agreement.

Notification Period

23. Any applicable Statute of Limitation shall be deemed to commence running on the date which the claimant knew, or should have known, of the facts giving rise to their claims, but in no event later than the date of the final invoice for GHD's services under this Agreement. To the maximum extent permitted by law, as a condition precedent to commencing a judicial proceeding, a party shall give written notice of their claims, including all amounts claimed, and the factual basis for their claims, to the other party within two (2) years of when the claimant knew, or should have known, of the facts giving rise to their claims, but in no event later than two (2) years from the date of GHD's final invoice for Services under this Agreement.

Complete Agreement

24. This Agreement represents the entire understanding between the OWNER and GHD, and supersedes all prior negotiations, representations, understandings or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the parties hereto.
25. All notices or other written communications required under this Agreement shall be given personally upon delivery or by certified mail, return receipt requested, upon deposit in a U.S. Mail receptacle to the appropriate parties at the addresses shown on the signature page.

26. This Agreement applies to all services undertaken by GHD for OWNER relative to this Project, including any services undertaken prior to the Effective Date hereof.

Definitions

27. Unless the context otherwise requires, in the Agreement:

"Additional Insured" means that the interests of the client will be noted on the relevant policy, but does not mean that the client is an "Insured" under that policy.

"Agreement" means the agreement executed by the parties in connection with the services, including these terms and exhibits.

"Designated Representative" means specific individuals who act as Engineer's and OWNER's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of OWNER under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of the respective party whom the individual represents.

"Document" or **"Documents"** includes a written or electronic document.

"Fees" means the amount set out in the agreement details including disbursements.

"Information" includes documents and information provided pertinent to the project.

"Liability" or **"Liabilities"** means any and all liabilities for actions (whether sounding in tort, contract (express or implied), warranty (express or implied), statutory liability, strict liability, or otherwise); claims (including, but not limited to, claims for bodily injury, death, property damage, (including bodily injury, death, or property damage to employees) or arising under environmental laws); and costs or damages of every nature without limitation (including, but not limited to, reasonable attorneys' fees and costs of defense).

"Project" means the project(s) that the services relate to.

"Services" means the services set out in the agreement details (or otherwise the services GHD undertakes).

"OWNER" means the person(s) set out in the agreement details (and if more than one person, "OWNER" means each of those persons severally and all of them jointly).



SCOPE OF SERVICES

1. **Task 1** – Assist Owner with the review of wastewater discharge permit application and potential permitting for a proposed micro-chip manufacturing facility (M/A-COM Technology Solutions Holdings, Inc.). GHD shall assist the Owner with the items pertaining to the potential permitting of this facility.

- USEPA National Categorical Pretreatment Standards
- Article VIII of Local Law No. 1 (1987), Village of Cayuga Heights
- Industrial user permit application
- Draft/Final permit development

A headworks analysis is not included in the Scope of Services.

2. **Task 2** – Assist Owner in evaluating the feasibility of disposal of the liquid bio-solids from the Wastewater Treatment Plant (WWTP) to the Ithaca WWTP.

Provide a letter feasibility report.

3. **Task 3** – Assist the Owner in developing an estimated dollar value for the Village WWTP to be used for Homeland Security purposes. Cost estimate will be based upon published cost curves for replacement of each of the existing unit processes.

PERIOD OF SERVICE

1. **Task 1** – 30 to 60-day turnaround for industrial discharge permit application and each re-application, if required. Total duration up to 60 days.
2. **Tasks 2 and 3** – 60 days from authorization by Owner.

PAYMENTS TO THE ENGINEER

The above Scope of Services will be completed on an hourly basis not to exceed \$7,400.00 (estimated 60 man-hours of effort).

EXHIBIT 2015-073a
VILLAGE OF CAYUGA HEIGHTS
CLERK & TREASURER'S REPORT
OCTOBER 19, 2015

1. Reporting

CDLM external auditor's report is expected by the end of November.

2. Insurance: NYMIR will be removing replacement coverage from the buildings shortly if they don't receive the Village's revised building valuations.

3. Water and Sewer Rates: Calendar year 2016

4. Revenues & Expenditures ó see Exhibit 2016-072b

Fund account reporting through September 30, 2015 is available; reconciliation has been reviewed and approved by Deputy Treasurer Woodard.

5. Current Expenses - Unaudited Abstract #5 dated October 19, 2015 as distributed.

6. Approval of October Abstract –

BE IT RESOLVED THAT: Abstract #5 for FYE2016 consisting of TA vouchers 38 - 46 in the amount of \$16,216.18 and Consolidated Fund vouchers 285 ó 363 in the amount of \$228,344.32 is approved and the Treasurer is instructed to make payments thereon.

Respectfully submitted,

Joan M. Mangione

EXHIBIT 2016-073b

10/07/2015 10:24:57

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 September, 2015:

DATED: October 7, 2015

John Mangione
TREASURER

	Balance 08/31/2015	Increases	Decreases	Balance 09/30/2015
A GENERAL FUND - VILLAGE				
CASH - CHECKING	547,821.86	103,176.75 ✓	257,524.01	393,474.60
CASH - SAVING	1,173,028.37 ✓	120.52 ✓	0.00	1,173,148.89 ✓
CERTIFICATE OF DEPOSIT	1,000,000.00	0.00	0.00	1,000,000.00
Petty Cash	450.00	0.00	0.00	450.00
FIRE COUNCIL CASH ASSETS	-33,596.76	0.00	0.00	-33,596.76
TOTAL	2,687,703.47	103,297.27	257,524.01	2,533,476.73
F WATER FUND				
CASH - CHECKING	101,078.67	6,635.09 ✓	2,245.49	105,468.27
TOTAL	101,078.67	6,635.09	2,245.49	105,468.27
G SEWER FUND				
CASH - CHECKING	474,385.93	75,302.49 ✓	99,647.70	450,040.72
CASH - SAVINGS	391,641.61 ✓	40.24 ✓	0.00	391,681.85 ✓
CERTIFICATE OF DEPOSIT	400,000.00	0.00	0.00	400,000.00
TOTAL	1,266,027.54	75,342.73	99,647.70	1,241,722.57
H CAPITAL FUND				
CASH - CHECKING	16,078.17	0.00	4,134.59	11,943.58
TOTAL	16,078.17	0.00	4,134.59	11,943.58
TA TRUST & AGENCY				
CASH - CHECKING	848.89 ✓	183,089.42	151,294.70	32,643.61 ✓
TOTAL	848.89	183,089.42	151,294.70	32,643.61
TOTAL ALL FUNDS	4,071,736.74	368,364.51	514,846.49	3,925,254.76

Linda Woodland
10/8/15