

Village of Lansing

MINUTES of a meeting of the Board of Trustees of the Village of Lansing held on Monday, October 20, 2003, in the Village Office.

PRESENT: Mayor Donald Hartill; Trustees Larry Fresinski, Lynn Leopold, Janet Beebe and Frank Moore; David Dubow, Village Attorney

Mayor Hartill called the meeting to order at 7:34 P.M. He opened the public comment period. John O'Neill, representing the Lansing Trails Homeowners Association, stated that Ayla Way has been paved and now there is traffic coming through on a non-road path between Ayla and Bomax Drive. The vehicles cutting through are not only construction vehicles but also residents that have learned of this shortcut. The Mayor commented that in the past Ivar Jonson has dumped a load of dirt there to block the path and he will have Dennis talk to Ivar again. The second issue that John raised was the fact that Ayla Way has no paved shoulders. The Mayor explained that the Village had done the shoulders on the other roads in that development and that the Village plans on budgeting to do Ayla Way also. John asked why it wasn't the contractor's responsibility. The Mayor explained that this obligation was not imposed upon the contractor when the subdivision was originally approved and that although there is now a walkway policy, this subdivision predates that policy. Frank commented that Ned Hickey had previously done a presentation on priorities of sidewalks in the Village and what the Planning Board's intentions and ideas were as to sidewalk development. John also commented that there are many disconnects for people walking from the apartments to the mall. The Mayor explained that the North Triphammer Road project will take care of some of this and others are being worked on.

Sorel Gottfried presented Connie Wilcox and Dan Konowalow, the two Democratic Party candidates that are running for the Lansing Town Board. It was commented that many Village residents do not realize that they can also vote for the Town Board. Connie Wilcox briefly spoke to the Trustees and explained that she has been attending Town Board meetings for five years and decided to run for the Board when Katrina Greenly decided not to run again. Connie asked for any concerns or questions. Don Hartill commented that the cooperation between the Town and Village has improved since Supervisor Farkas came in and that he would like to see this spirit of cooperation continue. Dan Konowalow spoke to the Board and stated that he was pushing for a walkway around the east side of the lake like the one on the west side. He would also like to see better access to the lake for all citizens. He also commented on the local income tax proposal that a member of the County Legislature has advanced and the results of an informal survey he has done on this subject while campaigning. Both Town Board candidates thanked the Board for the opportunity to speak at the meeting.

Motion-To Close the Public Comment Period

Trustee Beebe moved to close the public comment period. Trustee Leopold seconded the motion. A vote was taken:

| | | |
|--------------------------|------------------------------|---------|
| Mayor Donald Hartill-Aye | Trustee Larry Fresinski- Aye | Trustee |
| Janet Beebe-Aye | Trustee Frank Moore- Aye | |
| Trustee Lynn Leopold-Aye | | |

Next on the agenda was the engineer's report. Dave Putnam stated that he has discovered that there apparently was never an easement done for the water main that goes through the Tops property. The Mayor inquired if the Village has ever took over the small portion of Horizons Drive that is situated in the Village. David Dubow stated that the process of completing that conveyance to the Village is currently underway.

Paul Tunison from Bolton Point presented some proposed Southern Cayuga Lake Intermunicipal Water Commission (SCLIWC) changes and two proposed amendments to the original SCLIWC Agreement incorporating those changes. He explained that one change corrects the language as to how many votes are needed to approve action by the Commission. He also explained that since 1979 there have been water district extensions that have to be formally incorporated into the original Agreement. The first amendment will also provide for an easier method for incorporating

additional district changes and additions in the future. The following resolution was presented:

Resolution #4001-TO APPROVE THE FOLLOWING AMENDMENT TO AMENDED, SUPPLEMENTAL, RESTATED, AND CONSOLIDATED AGREEMENT OF MUNICIPAL COOPERATION FOR CONSTRUCTION, FINANCING AND OPERATION OF AN INTER-MUNICIPAL WATER SUPPLY AND TRANSMISSION SYSTEM

THIS AGREEMENT of municipal cooperation is made as of this _____day of _____, 2003, between the TOWN BOARD OF THE TOWN OF DRYDEN, Tompkins County, New York, on its own behalf and on behalf of the water districts located within the Town of Dryden and set forth on Schedule A hereto (hereinafter referred to as "Dryden"), the TOWN BOARD OF THE TOWN OF ITHACA, Tompkins County, New York, on its own behalf and on behalf of the Townwide water benefited area of the Town of Ithaca (hereinafter referred to as "Ithaca"), the TOWN BOARD OF THE TOWN OF LANSING, Tompkins County, New York, on its own behalf and on behalf of the water districts located within the Town of Lansing and set forth on Schedule A hereto (hereinafter referred to as "Lansing Town"), the VILLAGE OF LANSING, Tompkins County, New York (hereinafter referred to as "Lansing Village"), and the VILLAGE OF CAYUGA HEIGHTS, Tompkins County, New York (hereinafter referred to as "Cayuga Heights"), all of the parties hereto sometimes collectively or individually referred to hereinafter "Municipalities" or "Municipality".

WITNESSETH:

WHEREAS, Dryden (then acting on its own behalf and on behalf of Dryden Water District 1), Ithaca, Lansing Town (then acting on its own behalf and on behalf of McKinney's Water District), Lansing Village and Cayuga Heights executed an Amended, Supplemental, Restated and Consolidated Agreement of Municipal Cooperation for Construction, Financing and Operation of an Inter-Municipal Water Supply and Transmission System as of June 5, 1979; and

WHEREAS, said agreement has been amended and supplemented on several occasions since its execution (the original agreement, the amended and restated agreement, and all amendments thereto hereinafter being collectively referred to as the "Intermunicipal Agreement"); and

WHEREAS, it has been brought to the attention of the Municipalities that certain provisions of the Intermunicipal Agreement pertaining to voting by the governing body need to be amended to conform to current New York law; and

WHEREAS, the parties wish to acknowledge the possibility of sales of water from the Bolton Point System to other non-member municipalities, and

WHEREAS, since the execution of the Amended Agreement in 1979 there have been formed a number of water districts in the Towns of Dryden and Lansing; and

WHEREAS, the Intermunicipal Agreement as executed as of June 5, 1979, provided in paragraph 17 that additional water districts may become parties to the agreement and may have water supplied to them upon execution of a supplemental agreement including said water districts; and

WHEREAS, the parties wish to fulfill the requirements of such paragraph 17 and ratify the authorization to provide water to such water districts; and

WHEREAS, Dryden and Lansing Town wish to incorporate said districts into the service area of the water treatment plant and transmission facilities that are governed by the Commission; and

WHEREAS, the parties wish to make for a more simplified manner by which future water districts in Dryden and Lansing Town may be included with the service area and made subject to the requirements and obligations that accompany inclusion in said service area; and

WHEREAS, there are in existence certain arrangements with the City of Ithaca and Cornell University for the provision of emergency supplies of water to and from the Commission's facilities; and

WHEREAS, the parties wish to confirm these arrangements and to clarify the authorization to provide emergency water supplies to the City and Cornell University;

NOW, THEREFORE, in consideration of the premises, the parties agree as follows:

1. There is added to the Agreement after the last "WHEREAS" paragraph immediately before the paragraph beginning "NOW THEREFORE" the following additional "WHEREAS" paragraphs:

"WHEREAS, it is the expectation that from time to time the Municipalities and the Southern Cayuga Lake Intermunicipal Water Commission as created by the Intermunicipal Agreement (hereinafter referred to as the "Commission") may be approached by non-member municipalities requesting that the Commission consider providing such requestor with a supply of water from the Bolton Point Municipal Water System (hereinafter "BPMWS"), and

WHEREAS, the Municipalities and the Commission would be receptive to such applications provided that at the time there was sufficient capacity of the BPMWS to provide water to such applicant without jeopardizing the supply of water to the Municipalities, and provided that an amendatory agreement for the provision of water to such applicant is executed between the Municipalities specifically authorizing the provision of water to such applicant upon terms mutually satisfactory to the Municipalities, the Commission, the applicant, and any member Municipality through whose water mains water would flow to provide water to such applicant,"

2. Section 1 of the Intermunicipal Agreement entitled "Creation of Commission" is amended by deleting the sixth sentence of the opening paragraph of such section and inserting instead the following:

"Except as otherwise provided herein, by law, or by regulation of the Commission, the votes of a majority of the entire membership of the Commission shall be necessary for any affirmative action of the Commission."

3. The parties hereby ratify the actions of the Commission in including all of the water districts set forth on Schedule A as part of the service area to which water may be supplied by the facilities over which the Commission has responsibility, such ratification to be effective with respect to each such district on the date water was first supplied by the Commission's facilities to such district.

4. Dryden and Lansing Town, in their respective capacities as governing boards of, and, on behalf of each of said water districts, hereby agree that each of the districts they represent will pay the proportionate share of the cost of operation and maintenance and principal and interest allocable to each of said water districts calculated by the formulae set forth on Schedule A entitled "Financing and Debt Allocation for Projects I and II" annexed to the Intermunicipal Agreement as executed as of June 5, 1979, as the same may have been amended from time to time and hereby ratify and confirm and agree to the collection of said water charges in accordance with such formulae commencing from the date water was first supplied to each of such districts.

5. Each of said water districts agrees to be bound by all of the terms and conditions of the Intermunicipal Agreement as if each such district were an original signatory to the Intermunicipal Agreement, and further agrees to be bound by all of the rules, regulations, local laws, plumbing codes and other similar rules, regulations and laws in effect from time to time governing the supplying of water by the Commission's facilities and governing the supplying of water within the area served by the Commission.

6. Each of such new districts agrees to pay the connection charges required by Section 18 of the Intermunicipal Agreement.

7. Paragraph 17 of the Intermunicipal Agreement, as amended, is hereby further amended to read as follows:

"17. Future Water Districts in Dryden and Lansing Town.

The parties agree that should new water districts be formed within the municipal boundaries of Dryden and Lansing Town, or should a district be enlarged or extended, and should such new or extended district elect, water may be supplied to such districts from or through Projects I and II provided that the Commission has available water supply capacity to serve such districts, and provided, however, that said districts execute a document in form satisfactory to the Commission and counsel to the Commission pursuant to which such district

(a) describes the area of the district or extension to be served;

(b) agrees to pay (as part of the overall collections by Dryden or Lansing Town or directly to the Commission) its proportionate share of the costs of operation and maintenance and principal and interest in accordance with the formulae or other direction as then in effect with respect to all of the member municipalities of the Commission; and

(c) agrees to be bound by all of the rules, regulations, local laws, plumbing codes and other similar rules, regulations, and laws in effect at the time governing the supplying of water by the Commission's facilities and governing the supply of water within the area served by the Commission.

A copy of such certificate indicating the name and the town in which such water district is located, signed by the Chairperson, President or other Chief Officer of the district's governing entity, shall be delivered to the Chairperson of the Commission with copies to the Town and/or Village Clerks of each of the five member Municipalities. The Chairperson of the Commission shall submit the certificate to the next regularly scheduled meeting of the Commission at which, if the Commission has adequate water supply capacity, the Commission shall vote on supplying water to such district. If approved, the date of such approval (or such later date as may be agreed to by the district and the Commission) shall be the date on which the new district shall be considered to be covered by the Intermunicipal Agreement. From such date on, the district shall be subject to the Intermunicipal Agreement terms and subject to the rules, regulations and laws governing the Commission and the supplying of water by the Commission."

8. Paragraph 16 of the Intermunicipal Agreement is amended to read as follows:

"16. Additional Parties and Provision of Emergency Water. The parties are aware of the desires of other entities, including the City of Ithaca and Cornell University, to provide for an alternate source of water and of the possible interest of the other entities to become a part of Project I and Project II. Should the City of Ithaca, Cornell University, or any other entity, evidence in a formal manner interest in becoming a party to this agreement, the parties hereto agree to consider such interest and possibly include such entity as a party to this agreement if all of the parties, including the existing parties to this agreement and the entity seeking to become a party, are able to reach agreement on a basis for such entity to become a party hereto. Such consideration may include, but is not limited to, an appropriate share payable by such entity for the costs of construction, operation, maintenance, and financing, whether previously or presently incurred, the legality of entering into an agreement with such entity, and the impact the inclusion of such additional entity would have upon the ability of the Commission to act as a municipality, including the ability to issue bonds that are free from income taxation. The inclusion of such additional entity, if approved by all parties, shall be evidenced by the execution of a supplemental agreement modifying such provisions of this agreement as may be necessary to reflect the participation of such additional entity. Nothing herein is intended to exclude any other entity from becoming a participant in the water supply system, provided the member Municipalities all concur in such participation. Nothing herein is intended to preclude water being supplied to any other municipality or entity, such as the City of Ithaca or Cornell University, on an emergency basis upon terms and conditions (including payment) as may be agreed upon between the receiving entity, the Commission, and any Municipality through which water

may flow from the Commission facilities to the water lines of the receiving entity, provided that at such times the Commission has adequate capacity to provide such water. Further, nothing herein is intended to preclude the exchange of water services in relatively small areas as is presently (January 1, 2003) occurring between the City, the Commission, Cornell University, and Ithaca.

IN WITNESS WHEREOF, the parties have executed this amendatory agreement as of the day and year above written.

SCHEDULE A

June 6, 2003

1. Water districts located in the Town of Dryden

Dryden Water District #1-Varna area
Snyder Hill Water District
Monkey Run Water District
Hall Road Water District
Turkey Hill Water District

2. Water districts located in the Town of Lansing

| <u>No.</u> | <u>Location</u> |
|------------|--|
| 2 | Lansing Central School and Myers Road. |
| 2,Ext.#1 | Lansingwood Apts. (Pro-Dietershagen Property). |
| 2,Ext.#2 | Ladoga Park. |
| 2,Ext.#3 | Wilderness Road |
| 3 | McKinney's-East Shore Drive at foot of Esty's Hill. |
| 4 | Borg Warner property - Warren & Cherry Roads. |
| 5 | Tompkins County & Cornell University Lands - Warren & Cherry Roads. |
| 6 | Horizons Subdivision - Alex Cima. |
| 6,Ext.#1 | Horizons Estates |
| 7 | Hud & ARC project areas - North Triphammer, Asbury, East Shore Drive, Auburn & Brickyard Roads. |
| 7,Ext.#1 | HUD Grant - Hamlet of Ludlowville. |
| 7,Ext.#2 | Expanded NYSDFY Facility - Girl's School. |
| 7,Ext.#3 | Lands of Moore - East Shore Drive |
| 7,Ext.#4 | Emergency Connection NYS Route 34, East Shore Drive, Between Wilco and Waterwagon Road. |
| 7,Ext.#5 | John Hicks Subdivision - Waterwagon Road. |
| 7,Ext.#5-1 | Hick's Subdivision Phase 2 |
| 7,Ext.#6 | Phase I Water Main Extension - Town Board Road. |
| 7,Ext.#7 | Swearingen property - East Shore Drive below Colonial Cleaners |
| 7,Ext.#8 | Lychalk property - Drake Road. |
| 7,Ext.#9 | HUD grant Myers Road, Myers Heights, portion of Ridge Road to Ludlowville Road intersection. |
| 7,Ext.#10 | NYSDFY Boy's School - Louis Gossett Center. |
| 7,Ext.#11 | Proposed E.Shore Circle Area from E. Shore Drive bridge to Teeter Rd. (Proposed). |
| 7,Ext.#12 | Lansing Center Commercial Park (Proposed) |
| 8 | Buck Road - between Brickyard and Wilson Roads. |
| 9 | Warren Road area. |
| 10 | Ludlowville area - north of W#2. |
| 11 | Shulman subdivision - East Shore Drive at top of Esty Hill. |
| 12 | E. Shore Drive area, East Shore Circle, Teeter Road, Eastlake subdivision, Cayuga Lake Highlands, Lakewatch Development. |
| 12,Ext.#1 | Bolton Point Road - access from Orear's property. |

- 12,Ext.#2 East Shore Circle
- 13 Horvath and Asbury Drive area, Triphammer Terrace.
- 14 Hillcrest, Stormy View, Bean Hill, Grandview Drive, Whispering Pines Development, Forest Acres.
- 15 North Triphammer between Asbury and Peruville Roads.
- 16 Autumn Ridge subdivision.
- 17 Milliken Station Water - top of Ludlowville Hill, Ridge Road to Milliken plant.
- 17,Ext.#1 Lakeview Drive and Sperry Lane.
- 17,Ext.#2 Emmons Road from Ridge Road to Davis property.
- 17,Ext.#3 Fiddlers Green area.
- 17,Ext.#4 Pinney Lane Subdivision
- 17,Ext.#5 Algerine - Lansing Station Road Area (Proposed)
- 17,Ext.#6 Lake Ridge Point
- 17,Ext.#8 Flinn
- 17,Ext.#9 Overstrom
- 17,Ext#10 Pinney
- 18 Portland Point Road
- 19 Franklyn/Maple

Trustee Fresinski moved this resolution. Trustee Moore seconded the motion. A vote was taken:

Mayor Donald Hartill-Aye
Trustee Janet Beebe-Aye
Trustee Lynn Leopold-Aye

Trustee Larry Fresinski- Aye
Trustee Frank Moore- Aye

Paul Tunison then explained that the second proposed amendment allows for the sale of water to the Town of Ulysses. Currently the water lines are in place and the next step is to build a pump station on Wolfe Lane in the Town of Ithaca. The commission will actually sell the water to the Town of Ithaca and the Town will then re-sell it and transport it to Ulysses. To give some idea of the amount of water to be provided under these proposed arrangements, Paul stated that the plant has the capacity to produce 6 ³/₄ million gallons a day. Presently the demand is for 2 ¹/₂ million gallons and the amount to Ulysses will be a maximum of 162,000 gallons a day. The cost to the Town of Ithaca for the water to be provided to Ulysses will have the same rate (currently \$1.79/1,000-gallons) being charged to the Town for its own water, but this amount will not include all of the operating services that the SCLIWC member municipalities have. Paul explained that the Town of Ulysses will be able to contract with the Commission to provide these additional services for an additional charge.

It was then explained that the Town of Ulysses has already gone through the SEQR review process as part of its review and approval procedure for these arrangements and the infrastructure to be constructed. Paul explained that the SCLIWC attorney, John Barney, recommended that each municipality should review the SEQR review by the Town of Ulysses and, for that purpose, a full set of documents related to that review have been provided to the Village. It was confirmed that all of the Village Board members have received a set of those documents to enable them to review the Ulysses SEQR proceedings and to confirm that they concur with the findings and determination made by Ulysses. Frank thought it odd to have to form an opinion when he doesn't know Ulysses and the particular information upon which their determination was made. David Dubow explained that this procedure is similar to those instances where multiple interested or involved parties designate a lead agency for purposes of environmental review, and that lead agency is given the authority to complete the review. The Town of Ulysses in this case has undertaken and completed the SEQR review because it is most familiar with its own environmental issues, and the SCLIWC member municipalities are now being given the opportunity to confirm that SEQR determination after having been provided with the appropriate information and materials for their respective review and approval. It was acknowledged that this situation and procedure is unique because it involves intermunicipal cooperation and an intermunicipal agreement. The following amendment was presented:

AMENDMENT TO AMENDED, SUPPLEMENTAL, RESTATED, AND
CONSOLIDATED AGREEMENT OF MUNICIPAL COOPERATION

FOR CONSTRUCTION, FINANCING AND OPERATION OF AN
INTER-MUNICIPAL WATER SUPPLY AND TRANSMISSION SYSTEM

THIS AGREEMENT of municipal cooperation is made as of this _____ day of _____, 2003, between the TOWN BOARD OF THE TOWN OF DRYDEN, Tompkins County, New York, on its own behalf and on behalf of all of the water districts located within the Town of Dryden that are legally served by the SOUTHERN CAYUGA LAKE INTERMUNICIPAL WATER COMMISSION ("SCLIWC") (hereinafter collectively referred to as "Dryden"), the TOWN BOARD OF THE TOWN OF ITHACA, Tompkins County, New York, on its own behalf and on behalf of the Townwide water benefited area of the Town of Ithaca (hereinafter referred to as "Ithaca"), the TOWN BOARD OF THE TOWN OF LANSING, Tompkins County, New York, on its own behalf and on behalf of the water districts located within the Town of Lansing that are legally served by SCLIWC (hereinafter referred to as "Lansing Town"), the VILLAGE OF LANSING, Tompkins County, New York (hereinafter referred to as "Lansing Village"), and the VILLAGE OF CAYUGA HEIGHTS, Tompkins County, New York (hereinafter referred to as "Cayuga Heights"), all of the parties hereto sometimes collectively or individually referred to hereinafter as "Municipalities" or "Municipality".

WITNESSETH:

WHEREAS, Dryden (then acting on its own behalf and on behalf of Dryden Water District 1), Ithaca, Lansing Town (then acting on its own behalf and on behalf of McKinney's Water District), Lansing Village and Cayuga Heights executed an Amended, Supplemental, Restated and Consolidated Agreement of Municipal Cooperation for Construction, Financing and Operation of an Inter-Municipal Water Supply and Transmission System as of June 5, 1979; and

WHEREAS, said agreement has been amended and supplemented on several occasions since its execution (the original agreement, the amended and restated agreement, and all amendments thereto hereinafter being collectively referred to as the "Intermunicipal Agreement"); and

WHEREAS, the Municipalities and the Southern Cayuga Lake Intermunicipal Water Commission as created by the Intermunicipal Agreement (hereinafter referred to as the "Commission") have been approached by the Town of Ulysses (hereinafter "Ulysses") requesting that the Commission consider providing Ulysses with a supply of water from the Bolton Point Municipal Water System (hereinafter "BPMWS"), and

WHEREAS, the Municipalities and the Commission are in concurrence with the New York State Department of Health's support of the concept of regionalization of water supplies, and

WHEREAS, the Municipalities and the Commission agree that a plentiful and high quality water supply is essential to the health of the general public, and

WHEREAS, the Bolton Point water treatment plant operated by the Commission has a New York State Department of Health approved water treatment capacity of 6,750,000 gallons per day and pumping and transmission capacity equal to or greater than said treatment capacity, and

WHEREAS, the BPMWS has a current annual average daily demand for water of 2,500,000 gallons, and

WHEREAS, the Commission is willing to share a portion of this current excess capacity with Ulysses subject to certain terms and conditions more fully set forth below; and

WHEREAS, the Commission realizes that efficiencies in pumping, treatment, and transmission can be increased by producing water at rates closer to system capacity and that increases in efficiency can help stabilize rates to customers of the Municipalities, and

WHEREAS, the Intermunicipal Agreement currently contemplates water being provided from the BPMWS only to customers within the Municipalities; and

WHEREAS, the Municipalities and the Commission have determined that the Intermunicipal Agreement should be amended to permit sales of water to Ulysses; and

WHEREAS, the Municipalities, pursuant to the authority contained in Article 5G of the General Municipal Law of the State of New York and in Title 1-A of the Local Finance Law and pursuant to the authority granted generally to municipalities and water districts, wish to authorize the ability to provide a total of 162,000 gallons per day of public water service to Ulysses until the water supply demand on the Commission's facilities reaches 75% of maximum capacity; and

WHEREAS, it is the intention of the Municipalities and the Commission that Ithaca contract for and oversee the construction of any water system improvements required to serve customers of Ulysses; and

WHEREAS, it is the intention of the Municipalities and the Commission that any completed and accepted public water system improvements within Ithaca's boundary serving Ulysses be operated and maintained by the Commission on behalf of Ithaca in accordance with the standards and requirements of the Commission, the Intermunicipal Agreement and/or any other agreements between the Commission and Ithaca; and

WHEREAS, it is the intention of the Municipalities and the Commission that any completed and accepted public water system improvements serving Ulysses located in Ulysses be operated and maintained by Ulysses or its governmental customers in accordance with the standards and requirements applicable to Ithaca and other Municipalities pursuant to the Intermunicipal Agreement, and all rules and regulations of the Commission; and

WHEREAS, the Municipalities wish to amend the Intermunicipal Agreement to reflect the foregoing circumstances and to set forth the terms and provisions of their agreement concerning authorization of the ability to provide public water service to Ulysses; NOW, THEREFORE, in consideration of the premises, the parties agree as follows:

1. A new section, to be numbered 18A, is added to the Intermunicipal Agreement reading as follows:

“18A. Provision of Water to Town of Ulysses Notwithstanding any other provision of this agreement, in so far as is permitted by law, the Commission may provide up to a maximum of 162,000 gallons per day of water to Ithaca for Ithaca to transmit to the Town of Ulysses (hereinafter “Ulysses”) to supply water to parts of Ulysses upon terms and conditions satisfactory to Ithaca and the Commission, which terms, at a minimum, include the following:

A. The member Municipalities will retain all rights provided by the Intermunicipal Agreement including the right to further amend and supplement the Intermunicipal Agreement. A possible future amendment or supplement to the Intermunicipal Agreement could increase or decrease the total flow allowable gallons per day to be transmitted to Ulysses. A decrease may become necessary in the event that the ability of the Commission to provide the amounts becomes questionable.

B. Except as expressly modified by this section of the Intermunicipal Agreement, each of the terms and provisions of the Intermunicipal Agreement will apply to the sale of the additional water to Ithaca and to the relationship among the Municipalities in connection with same. Except as expressly amended by the terms and provisions of this section, all other terms of the Intermunicipal Agreement will remain in full force and effect and will be binding upon the parties hereto in accordance with the terms thereof.

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

D. Provision of the water to Ulysses shall be subject to Ithaca and Ulysses entering into an agreement mutually satisfactory to each of them and to the Commission prior to any water service being provided to Ulysses. Such agreement must be approved by a majority vote of the Commissioners.

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

F. Ulysses will be responsible for the quality of the water once it enters the distribution system of Ulysses or any entity authorized by Ulysses to receive same (e.g. a water district formed in Ulysses) and for its quality throughout the distribution system once it leaves the Ithaca system.

G. Ulysses and any entity distributing water supplied to Ulysses will operate their water systems in accordance with all United States Environmental Protection Agency, New York State Department of Health, New York State Department of Environmental Conservation, and Commission rules and regulations in effect. Without limiting the foregoing, Ulysses and/or the entities distributing water for the Ulysses (hereinafter collectively included in the references to "Ulysses") will adopt local laws regarding water connections, back-flow prevention, plumbing installations and similar matters as are required of the member Municipalities of the Commission.

H. There shall be installed a master meter and shut-off valve at the Ithaca line at the point where the water line enters Ulysses, or at a location as close as possible to such point as is mutually agreeable to Ithaca, Ulysses, and the Commission. Such installation shall be made by Ulysses at the expense of Ulysses. Such meter shall be the basis for billing for water supplied to Ulysses. The Commission shall arrange to read such meter at agreed upon intervals, or, failing agreement, at quarterly intervals.

I. The Commission reserves the right to suspend the supplying of water to Ulysses in the event Ulysses fails to comply with all applicable federal, state, and local laws, or the Commission's rules and regulations.

J. Ithaca will be billed for water supplied to Ulysses by the Commission at the rate set forth in the water rate schedule annexed to the Intermunicipal Agreement, being the same rate charged to all municipalities by the Commission. Ithaca agrees to pay all of such charges in accordance with the Intermunicipal Agreement as if the charges were charges for service to customers in any Ithaca water district. Nothing herein is intended to preclude Ithaca from billing and collecting the same, or greater (within reason), amounts from Ulysses. At the option of the Commission, a portion of the amounts received by the Commission for such water may be placed in a Capital Capacity Replacement Reserve Fund or similar fund established for the purpose of building additional water treatment and transmission capacity in the future.

K. The parties reserve the right to change the Water Rate Schedule (Exhibit I to the Intermunicipal Agreement) by unanimous mutual agreement. If the Water Rate Schedule is changed, the amounts chargeable to Ulysses will be adjusted accordingly.

L. Ithaca will determine the rate it charges Ulysses for water.

M. Ithaca hereby guarantees to the other member Municipalities party to the Intermunicipal Agreement that Ithaca will pay quarterly all Commission bills delivered to Ithaca for water Ithaca supplies to Ulysses.

N. In the event the capacity of the Commission's facilities or Ithaca's water system is diminished for any reason whatsoever, temporarily or long-term, any agreement with Ulysses shall include the agreement of Ulysses that water will be supplied first to the existing customers of the Commission member Municipalities before being supplied to customers of Ulysses. If necessary to provide water to the member Municipalities, the Commission and/or Ithaca may suspend supplying of water to Ulysses until the capacity is restored.

O. Ulysses will not supply or resell any water obtained from the Commission's facilities to any third party municipality or other customer unless Ithaca and the Commission approve that supply and the terms of that supply in writing prior to the occurrence of any such re-supply or sale.

P. The term of the water supply agreement between Ithaca and Ulysses will not exceed thirty years. However, it may provide for the parties to attempt to negotiate an extension or renewal of the agreement if the parties are so advised.

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

R. Should Ulysses request the Commission to perform services for its water district or customers, including such services as billing, repairs, maintenance, etc., the charges for such services and the manner in which they will be provided shall be the subject of a separate agreement between the Commission and Ulysses, and the Commission Member Municipalities hereby authorize the Commission to enter into such an agreement with Ulysses."

IN WITNESS WHEREOF, the parties have executed this amendatory agreement as of the day and year above written.

The following resolution was presented:

Resolution #4002-Agreement To Allow Water Sales to the Town of Ulysses

WHEREAS, the Town of Ulysses ("Ulysses") has approached the Town of Ithaca ("Ithaca") and the Southern Cayuga Lake Intermunicipal Water Commission (the "Commission") requesting that Ulysses be permitted to purchase water from Ithaca supplied by the Commission to service Water District Number 3 in Ulysses, a water district formed to alleviate a long-standing water notability problem that has plagued the Hamlet of Jacksonville for many years, which water district would also provide water for other residents in the southern part of Ulysses; and

WHEREAS, Ithaca has expressed willingness to provide such water if the other member municipalities of the Commission authorize Ithaca to so act by amending the intermunicipal agreement pursuant to which the Commission was formed and operates (the "Intermunicipal Agreement"), and

WHEREAS, a proposed agreement so amending the Intermunicipal Agreement has been provided to this Board for review and consideration (the "Amendatory Agreement"); and

WHEREAS, Ulysses as lead agency has conducted an environmental review of the proposed district and the provision of water to such district pursuant to Part 617 of the implementing regulations of the State of New York pertaining to Article 8 (State Environmental Quality Review Act or "SEQR") of the New York State Conservation Law and has determined that creation of such district, the construction of the related water system, and the obtaining of water for such district would not have a significant effect upon the environment and could be processed without

further regard to SEQR; and

WHEREAS, at the time such determination was made it was not clear that Ulysses would be utilizing water from the Commission's water treatment plant and other facilities; and

WHEREAS, now that it has been determined that Ulysses may need water from the Commission's facilities, Ulysses has supplied to all the member municipalities of the Commission its original documentation supporting its initial determination and supplemental information indicating that the water may now come from the Commission's facilities rather than the City of Ithaca's facilities and has requested concurrence with its (Ulysses') designation as lead agency and with its findings that there will be no significant environmental effect resulting from the supplying of water to the district by the Commission and Ithaca;

NOW THEREFORE, IT IS RESOLVED, that this Board concurs with the designation of the Town of Ulysses as lead agency in the environmental review of the creation, construction, and supplying of water to Ulysses Water District Number 3; and it is further

RESOLVED, that this Board, after review of the Full Environmental Assessment Form and related materials supplied by Ulysses, concurs with the finding of Ulysses that there is no significant adverse environmental effect by having the Commission supply water to Ulysses as proposed and sees no reason to disturb the findings so made by Ulysses in this regard; and it is further

RESOLVED, that this Board approves the Amendatory Agreement submitted to this meeting authorizing Ithaca to sell water obtained from the Commission's facilities to Ulysses and authorizes the signing of such Agreement on behalf of this municipality; and it is further

RESOLVED, that the officers of this municipality are authorized and requested to take such steps, and to execute such documents, as they, in the exercise of their reasonable discretion, deem necessary or appropriate in order to effectuate the intention of the foregoing resolutions.

Trustee Fresinski moved this resolution. Trustee Leopold seconded the motion. A vote was taken:

| | | |
|--------------------------|------------------------------|----------------------|
| Mayor Donald Hartill-Aye | Trustee Larry Fresinski- Aye | Trustee Janet Beebe- |
| Aye | Trustee Frank Moore- Aye | |
| Trustee Lynn Leopold-Aye | | |

Earl Westbrook, the Village's representative on the Tompkins County Youth Board was present to give an update. With him was Janice Johnson of County Youth Services. Earl explained that he used to be a basketball coach for several years. He once was at a clinic with Dean Smith who asked how many of those present coached basketball. When they all indicated that they did, Dean stated that no, they did not coach basketball, they coached people. He advised the Board that this is the thinking that he carries with him for this position. He reported that 15% of the youths involved in recreation programs overseen by the County are from the Village of Lansing. Earl provided additional information about the County Youth programs and its operations. It was explained that the Village has a single contract under which it pays \$10,941 each year. It has not risen since 2001. In 2004 the State funds were cut \$1,693 from the 2003 allocation. The County Legislature is likely to make deep cuts in funding youth services. The unique joint youth commission was originally funded 50% from the county and 50% from others. Currently it is more of a 25% contribution from the county and 75% from other sources -- grants, fundraisers and fees. In addition, the Village participates in the Recreation Partnership, which has its own governing board and served over 4,000 different youth in 2002. Janet indicated that the youth board appreciates the Village's investment in youth services, and emphasized that there are many volunteers who make all this happen. The Board thanked Earl Westbrook and Janet Beebe for all of their help.

Resolution #4003-To Reappoint Earl Westbrook to Serve on the County Youth Board for a Two-year Term Ending December 31, 2005

Trustee Leopold moved this resolution. Trustee Fresinski seconded the motion. A vote was taken:

| | | | |
|-----|--------------------------|------------------------------|----------------------|
| | Mayor Donald Hartill-Aye | Trustee Larry Fresinski- Aye | Trustee Janet Beebe- |
| Aye | Trustee Frank Moore- Aye | | |
| | Trustee Lynn Leopold-Aye | | |

There were two sets of minutes for the Board to approve.

Motion-Approval of Minutes for September 10, 2003

Trustee Moore moved that the draft meeting notes, as reviewed and revised by the Clerk/Treasurer and the Board, are hereby adopted as the official minutes. Trustee Beebe seconded the motion. A vote was taken:

| | | | |
|-----|--------------------------|------------------------------|----------------------|
| | Mayor Donald Hartill-Aye | Trustee Larry Fresinski- Aye | Trustee Janet Beebe- |
| Aye | Trustee Frank Moore- Aye | | |
| | Trustee Lynn Leopold-Aye | | |

Motion-Approval of Minutes for September 15, 2003

Trustee Beebe moved that the draft meeting notes, as reviewed and revised by the Clerk/Treasurer and the Board, are hereby adopted as the official minutes. Trustee Moore seconded the motion. A vote was taken:

| | | | |
|-----|--------------------------|------------------------------|----------------------|
| | Mayor Donald Hartill-Aye | Trustee Larry Fresinski- Aye | Trustee Janet Beebe- |
| Aye | Trustee Frank Moore- Aye | | |
| | Trustee Lynn Leopold-Aye | | |

It was acknowledged that Ben Curtis has sent a request to the Board of Trustees to amend the Temporary Certificate of Occupancy which was granted to the Cornell Lab of Ornithology in July. The amendment would change the expiration date from October 1, 2003 to December 31, 2003. Ben's memo indicated that the original extension could have been granted for up to 6 months with an expiration of February 1, 2004. The first request for a shorter amount of time was based on their genuine expectation that the outstanding items could be completed. However, Mr. Husar has not been able to move the State of New York and the Cornell legal department along at the rate he had expected.

Resolution #4004- To Extend the Temporary Certificate of Occupancy Granted to the Cornell Lab of Ornithology from October 1 to December 31,2003.

Trustee Leopold moved this resolution. Trustee Beebe seconded the motion. A vote was taken:

| | | | |
|-----|--------------------------|------------------------------|----------------------|
| | Mayor Donald Hartill-Aye | Trustee Larry Fresinski- Aye | Trustee Janet Beebe- |
| Aye | Trustee Frank Moore- Aye | | |
| | Trustee Lynn Leopold-Aye | | |

It was then explained that Ned Hickey, Chairperson of the Planning Board has submitted a recommendation to amend the Planned Sign Area for the Tops Shopping Plaza. His memo provided the following information: Charter One Bank has recently located within the Tops Market building. Currently the bank does not have an exterior sign on the Tops Market Building. The approved Planned Sign Area for the Tops Shopping Mall authorized two exterior building signs of 25 square feet each to be placed on the exterior east side of Tops Market building. These tenants did not occupy the Tops building and the approved signage has not been used. The Tops Corporation has authorized Charter One to use the fifty square feet originally reserved for Blockbuster & Playland. Therefore, Charter One is requesting a 45.1 square foot sign on the east wall of the Tops building. On September 30, 2003, the Planning Board voted unanimously to recommend approval of Charter One Bank's request provided that such sign be located on the east wall of the Tops Market building as close to the western entrance of the market as feasible. This placement is stipulated in order to

meet the requirements of (Article V, section 39a) (entranceway) of the Village Sign Law. It was also determined that this is a minor amendment because it doesn't increase the original square footage that was originally approved. David Dubow outlined the procedural basis under the Village Sign Law for such a minor amendment and the process associated with the original Planned Sign Area approval by the Board in January 2003.

Resolution #4005- To Approve the Minor Amendment to the Planned Sign Area for the Tops Shopping Mall to Allow Charter One Bank to Have a 45.1 Square-Foot Sign.

Trustee Leopold moved this resolution. Trustee Fresinski seconded the motion. A vote was taken:

Aye Mayor Donald Hartill-Aye Trustee Larry Fresinski- Aye Trustee Janet Beebe-
Trustee Frank Moore- Aye
Trustee Lynn Leopold-Aye

Next on the agenda were the Mayor's Comments. Don advised the Trustees that he has written a letter to the Village of Cayuga Heights requesting 40 more sewer units. Their meeting is also tonight. Don explained that we will continue our aggressive search for further sewer line leaks, which, if repaired, will reduce infiltration and provide the opportunity to obtain additional units. Don has asked Carol to go through the water bills and add up consumption and compare it to the sewer flow meter readings. In reference to the Intermunicipal Sewer Agreement, all DEIS responses have gone to the DEC for final EIS. The engineers have walked the proposed railroad bed path and found that it would be cheaper to run a line down Cayuga Heights Road. Don is exploring the possibility of expanding the Village of Cayuga Heights Plant. The solution of another plant in Lansing was brought up. DEC doesn't want another plant on the lake.

On the good water side, Don referred back to the Village having tonight passed resolutions to provide water to Ulysses. He informed the Board that the Town of Genoa in Cayuga County has also inquired about receiving water through the Town of Lansing much like Ulysses is doing through the Town of Ithaca. Don is interacting with the Mayor of the Village of Cayuga Heights and the Supervisor of the Town of Lansing to help Tompkins County address their budget. One of the problems is that they don't have one person in charge of the budget, and a second problem is the mandated items.

Don stated that all the potholes have been fixed. Due to the cold, we will not be able to seal North Triphammer Rd. Rich Brauer of Fisher Associates will be here Friday to give us an update on the engineer design for the North Triphammer Road improvement project still projected for next year. This update will include the modified TIP. One unfortunate piece of news is that we will have to pay for the utilities to be moved.

Next on the agenda was General Discussion. There was no discussion.

Motion-To Adjourn

Trustee Fresinski moved adjournment. Trustee Leopold seconded the motion.

Aye Mayor Donald Hartill-Aye Trustee Larry Fresinski- Aye Trustee Janet Beebe-
Trustee Frank Moore- Aye
Trustee Lynn Leopold-Aye

The meeting adjourned at 9:05 p.m.

Jodi Dake
Clerk/treasurer