



[Zoom Link 4118425407](#)
Village of Cayuga Heights
Board of Trustees Monthly Meeting
May 20, 2026, 7:00 p.m.

- 1. Call To Order**
- 2. Approval of Meeting Minutes:**
 - a. April 15, 2026 Meeting Minutes 2027 - 011 pgs. 2-11
 - b. Appointment of PMV Legal 2027 - 012 pg. 12
- 3. Privilege of the Floor:**
- 4. Report of Treasurer Dolch: Submitted Report** 2027 - 013 pgs. 13-14
- 5. Report of Engineer:** 2027 - 014 pg. 15
- 6. Report of S.P.W Southard:** 2027 - 015 pg. 15
- 7. Report of A.S.P.W Cowder: Submitted Report** 2027 - 016 pg. 16
- 8. Report of Police Chief Wright** 2027 - 016 pg. 17
- 9. Report of Fire Superintendent/Fire Chief Tamborelle: Submitted Report** 2027 - 017 pgs. 18-19
- 10. Report of Clerk Walker: Submitted Report** 2027 - 018 pg. 20-25
- 11. Report of Mayor Woodard:**
 - a. Arbor Day Proclamation Resolution 2027 - 019 pg. 26
 - b. AOC Budget Resolution 2027 - 020 pgs. 27-28
 - c. Village PBA Contract
 - d. Data Center Moratorium
 - e. Flock Cameras
 - f. Non-profit Events in the Village
 - g. Intermunicipal Wastewater Agreement 2027 - 022 pgs. 30-32
 - h. Town of Ithaca Fire Support Contract 2027 - 023 pgs. 33-43
- 12. Report of the Trustees:**
- 13. Report of the Village Attorney:**

EXHIBIT 2027-011

Zoom ID # 4118425407

**VILLAGE OF CAYUGA HEIGHT
BOARD OF TRUSTEES
MONTHLY MEETING**

**April 15th 2026
7:00 p.m.**

Present: Mayor Woodard; Trustees: Biloski, Conway, Fleming, Hubbell, and Robinson; Fire Superintendent Tamborelle, Police Chief Wright, Superintendent of Public Works Cross and Southard; Assistant Superintendent of Public Works Cowder; Village Attorney Shah; Village Clerk Walker.

Absent: Trustee Salton

1. Call to Order: Mayor Woodard calls the meeting to order at 7:00 p.m.

2a. Approval of the March 18, 2026 Board Meeting Minutes (Exhibit 2027 - 001)

Resolution: 10044

BE IT RESOLVED THAT: the Village of Cayuga Heights Board of Trustees approves the March 18, 2026 Board Meeting Minutes as presented.

Motion: Trustee Biloski

Second: Trustee Robinson

Ayes: Mayor Woodard; Trustees: Biloski, Conway, Hubbell, and Robinson

Nays: none

Abstentions: none

Motion Carried

2b. Approval of the April 1, 2026 Annual Organizational Meeting Minutes (Exhibit 2027 - 002)

Resolution: 10045

BE IT RESOLVED THAT: the Village of Cayuga Heights Board of Trustees approves the April 1, 2026, Annual Organizational Meeting Minutes as corrected.

Motion: Trustee Hubbell

Second: Trustee Biloski

Ayes: Mayor Woodard; Trustees: Biloski, Conway, Hubbell, and Robinson

Nays: none

Abstentions: none

•Trustee Robinson states there are a few corrections and advised Clerk Walker, who states he will make the necessary corrections.

Motion Carried

3. Privilege of the Floor: No members of the public wish to speak.

4. Public Hearing on the Upland Estates Planned Development Zone.

- Mayor Woodard opens the Public Hearing at 7:03 p.m.
- Graham Feltham of Whitham Design gives a brief overview of the project to members of the public.
- Village resident Curt Ashman of 398 East Upland states that he is still opposed to the development that is proposed. He is, however, glad that the Village is pursuing development in accordance with the comprehensive plan.
- Village resident Curt Ashman states that the Village should consider informing the public that zoning laws are changing so developers can be aware and come forward with proposals, rather than allowing a developer to propose a project first.
- Mayor Woodard states that the owner of the property has a desire to build more than just a few houses on the property. This proposed PDZ allows the Village to make all the decisions associated with a project that is not currently zoned.
- Village Engineer B. Cross states that this rule is only applicable to property owners with more than five acres.
- Village resident Kathy Hopkins of 107 Midway states that she has been a realtor for fifty years. She is excited that this project is moving forward. There is a housing shortage close to campus, and for people who want to live close to commercial areas.
- Village resident Jim Gilmore of 424 Hanshaw Road states that he is also excited to see this project move forward.
- Village resident Jim Gilmore states that he has noticed that our Village's natural gas pressure is way down, and he is concerned that with this new project, the pressure might get worse.
- Village Engineer B. Cross states that, actually, NYSEG owns the natural gas lines, not the Village. He was not aware of this issue and will address it with them next week.
- Mayor Woodard turns to the Board for additional comments
- Trustee Conway states that the current plan still shows ten units, and not eight. Is that supposed to be that way since the plans showed eight units?
- Jacob van Mechow of Whitham Design states that, having not gone through site plan review, we are still hoping to have ten units on the site once we adjust the building footprint.
- Trustee Conway states that the piece on ownership, the language should be clearer, will the houses be sold and owned by one entity? As written, it is confusing.
- Graham Feltham states that the individual homes will be sold, and only common land will be owned by the HOA. This language was taken directly from the Village Code, including short-term rentals.

- Village Engineer B. Cross states that our existing language doesn't quite fit since we have never allowed this new style of housing, townhouses. Ultimately, the point is that it is not the intention of the developer to have a consortium of owners.

- Trustee Biloski states that the Board has worked hard to take into consideration everyone's interests when developing this law.

- Mayor Woodard states that she also agrees with K. Hopkins that the area needs more housing.

- Mayor Woodard closes the Public Hearing at 7:24 p.m.

Resolution: 10046

BE IT RESOLVED THAT the Village of Cayuga Heights Board of Trustees hereby establishes a new Village Zoning area under the Planned Development Zone for East Upland Estates.

Motion: Trustee Conway

Second: Trustee Robinson

Ayes: Mayor Woodard; Trustees: Biloski, Conway, Fleming, Hubbell, and Robinson

Nays: none

Abstentions: none

- Mayor Woodard states that the next step in this project is for the Village Planning to conduct a site plan review.

Motion Carried

5. Report of Treasurer Dolch:

- Treasurer Dolch states that the March bank-to-book reconciliations are complete and have been signed off by Deputy Treasurer Conway.

- Treasurer Dolch states that the FYE2027 budget has been finalized and sent to New York State.

- Treasurer Dolch states that the DPW recently purchased a new mower to be used for Community Beautification. Community Beautification Equipment is not an account that has been used in the past nor has it been budgeted for. With Board approval, she can start an account and fund it with \$9,000 from Refuse Equipment. There is money in that account.

Resolution: 10047

BE IT RESOLVED THAT:

The Village of Cayuga Heights Board of Trustees authorizes and approves reallocating \$9000 from A8160.200 (Refuse Equipment) to fund new account A8510.200 (Community Beautification Equipment).

Motion: Trustee Biloski

Second: Trustee Conway

Ayes: Mayor Woodard; Trustees: Biloski, Conway, Fleming, Hubbell, and Robinson

Nays: none

Abstentions: none

Motion Carried

•Treasurer Dolch states that the DPW also needs a new cab for the Ventrac. The cost is about \$6000. As with the Ventrac itself, this should get split over 3 accounts (snow, streets, and sidewalks – equipment).

\$2000 from A5142.200, Snow Equipment to A5110.200, Streets

\$1000 from A5142.200, Snow Equipment, to A5410.200, Sidewalks

Resolution: 10048

BE IT RESOLVED THAT: the Village of Cayuga Heights Board of Trustees authorizes and approves moving \$3000 from A5142.200, Snow Equipment into Streets Equipment and Sidewalk Equipment to have enough in those accounts to purchase the new ventrac cab in the current fiscal year.

Motion: Trustee Conway

Second: Trustee Robinson

Ayes: Mayor Woodard; Trustees: Biloski, Conway, Fleming, Hubbell, and Robinson

Nays: none

Abstentions: none

Motion Carried

•Treasurer Dolch states that the last thing on her report is for the Board to approve Abstract 11.

Approval of Abstract 11:

Resolution: 10049

BE IT RESOLVED THAT: the Village of Cayuga Heights Board of Trustees authorizes and approves Abstract #11 for FYE2026, consisting of: TA vouchers 84-91 in the amount of \$17,261.37, Consolidated Fund vouchers 727-809 in the amount of \$282,385.48

Motion: Trustee Biloski

Second: Trustee Hubbell

Ayes: Mayor Woodard; Trustees: Biloski, Conway, Fleming, Hubbell, and Robinson

Nays: none

Abstentions: none

Motion Carried

•Trustee Conway states that the finance committee met and welcomed Trustee Biloski to the committee.

•Trustee Conway states that we made it over the first hurdle on the Community Project Funding Grant, and in October, we will know if we were successful.

•Trustee Conway states that the committee spent some time discussing the implications of the Iran conflict, and pricing for materials may affect final budget lines.

- Trustee Conway states that the administrative committee will discuss our policies on moving money from different funds so things can be handled consistently across all departments.

6. Report of Village Engineer:

- Village Engineer B. Cross states that he does not have any action items at this time, but will touch on a list from Trustee Robinson.

- Village Engineer B. Cross states that we are still waiting for NYSDOT to approve Hunt Engineers' design report. This delay is costing us a whole production year.

- Village Engineer B. Cross states that the T.G. Miller water infrastructure project should be ready to be put out for bids and construction in 2027.

- Village Engineer B. Cross states that we will soon be entering mowing season, and property owners need to be reminded that the Village does not participate in “No Mow May.”

- Village Engineer B. Cross states that the Renwick Brook Culvert Replacement Project is moving forward. We have worked through a few insurance revisions, and the Village Attorney has reviewed all documents. We should be able to move forward with a construction meeting very soon.

- Village Engineer B. Cross states that we are still waiting for our SPEDS permit from NYSDEC.

- Village Engineer B. Cross states that the plant tour took place today.

- Mayor Woodard states that the tour went very well and the attendees complimented plant manager Mike Albro.

- Village Engineer B. Cross states that we are getting some information from the Town of Ithaca that would be interested in using a sewer camera that is part of our proposed grant that we submitted.

- Village Engineer B. Cross states that there will be a “gang of six” meeting tomorrow in which we will be discussing the vacant land for sale next to the Village WWTP.

- Mayor Woodard states that on that subject, the Plant-to-Plant agreement still has not been signed by the City of Ithaca.

- Village Engineer B. Cross states that he has been closely working with the new Superintendent of Public Works, Craig Southard. He has been busy catching up on the history and different projects the Village is involved with.

7. Report of the Superintendent of Public Works Southard:

- Superintendent of Public Works Southard states that the transition process has been going well. The time we spend together is going over the history of the Village and current projects, as well as meeting different staff members and members of the public.

- Superintendent of Public Works Southard states that Tompkins County is going to provide us a free GIS License. The long-term goal is to update mapping and transition some of the older stuff from diamond maps to GIS.

- Superintendent of Public Works Southard states that he will be working on a cybersecurity plan for the Village WWTP.

8. Report of the Assistant Superintendent of Public Works Cowder:

- Assistant Superintendent of Public Works Cowder states that street cleanup is in full swing. We are beginning to prep for paving as well.

- Trustee Conway inquires about any possible race pattern changes for the CHES Fun Run 5k on May 3, 2026, starting at 9:00 a.m., since DDS has been working on the Norway.

- Assistant Superintendent of Public Works Cowder states that we will be doing two residential lead services soon. We have established a priority list for this coming year.

- Assistant Superintendent of Public Works Cowder states that the siding of the salt barn is complete, and with the left over materials they built a awning over the gas pumps.

9. Report of Police Chief Wright:

- Chief Wright states that since the Village Organizational Meeting, the Village Public Safety Committee is completely new with Trustees Fleming and Hubbell. Having trustee changes is a good thing, and he feels it helps give the Board members a broader understanding of how each department works.

- Chief Wright states that it was a busy month with a lot of different complaints and investigations.

- Trustee Hubbell states that since Trustee Salton is not here to talk about it, he will. Trustee Salton suggested that the Village participate in a mock emergency to walk through our emergency preparedness response since we are currently reformatting that with the county.

- Chief Wright states that we (the fire department included) have the members already trained for these types of situations. He does not think there is a need to go to that length at this point.

- Clerk Walker states that we also have an emergency response plan for health emergencies. This plan is similar to that. Deputy Clerk Perkins is currently working on simulating the current plan to match the county's new format.

- Trustee Hubbell states that we also touched on the FLOCK Camera systems.

- Mayor Woodard states that the county just voted to cancel the FLOCK Camera system.

- Chief Wright states that he has stated this before, but this is a huge loss. This was an extremely useful tool in saving lives and closing investigations. With the city and now the county getting rid of them, it only limits us even more.

- Mayor Woodard asks Chief Wright if we own the FLOCK Cameras?

- Chief Wright states that they were purchased with donation money so the Village would have control over the equipment.

- Trustee Conway states that the discussion of the elementary school on emergency preparedness a result of the

flooding at the school?

- Chief Wright states that the visit was just before the flooding. We visit not only the school but also the pre-school at the First Congregational Church, Kendal, and others.

9. Report of Fire Superintendent Tamborelle:

- Fire Superintendent Tamborelle states that the kitchen project is complete and the bunkers are ecstatic.

- Fire Superintendent Tamborelle states that all the AED's have been distributed.

- Fire Superintendent Tamborelle states that CPR classes are now being offered to Village staff and residents.

- Fire Superintendent Tamborelle states that fire inspections are going well. He is halfway through them, and now he is finding out that several have changed hands.

- Trustee Hubbell states that he appreciated the tour of the fire department and the new kitchen.

10. Report of Clerk Walker:

- Clerk Walker states that it has been a busy month with all the meetings. He acknowledges that he rushed through the Organizational meeting minutes just to get them before the Board and apologizes for the few errors.

- Clerk Walker states that he has been busy setting up the office for Craig and Brent, also providing new desktop and computer equipment.

- Clerk Walker states that the office will be working with Bolton Point to relevy any outstanding water bills. The next step is for the office to add them to the tax roll for the June Village Property Taxes.

- Clerk Walker states that he has been administering the oath of office for all staff members appointed for this new fiscal year. He has also linked the Village Code of Ethics for all staff members to review and complete the Village disclosure statement.

- Clerk Walker states that the Village Administrative Committee will discuss changing the meeting time to take place before the Board meeting.

11. Report of Mayor Woodard:

a. Arbor Day Proclamation:

- Mayor Woodard states that there will be a tree planting on Friday, April 24, 9:30 p.m. in honor of Arbor Day. The Mayor will be reading the following proclamation:

VILLAGE OF CAYUGA HEIGHTS 2026 ARBOR DAY PROCLAMATION

WHEREAS, Arbor Day was created in 1872 in Nebraska as a special day for planting and celebrating trees and is now celebrated throughout the United States; and

WHEREAS, trees provide important benefits in urban communities such as shade and cooler temperatures, cleaner air and water, increased property values, and habitat for wildlife; and

***WHEREAS,** the Village of Cayuga Heights has been certified as a Tree City USA by the Arbor Day Foundation in recognition of its commitment to protecting its trees and woodlands; now*

***THEREFORE,** I, Linda Woodard, Mayor of the Village of Cayuga Heights, on behalf of Village residents and the Board of Trustees, do hereby proclaim Friday, April 24, 2026, as Arbor Day in the Village of Cayuga Heights and urge all residents to protect and improve our environment and create a greener, healthier community by planting and caring for trees.*

•Mayor Woodard states that at 12:00 p.m., we will be giving away seedling trees at Marcham Hall.

b. Village WWTP Tour:

•Mayor Woodard states that the tour was well attended and once again, hats off to Mike Albro for all the time he spent answering questions.

c. Town of Ithaca Fire Support Contract:

•Mayor Woodard states that this is a five-year contract. We spent a little bit of time going over how money is allocated as expenses when our Village funding for the fire department is grant-related. We agreed that the first \$5000 the Village would cover, and anything over that could be expensed to the Town of Ithaca.

•Fire Superintendent & Chief Tamborelle states that we also agreed to start the contract in January 2027.

d. City of Ithaca Plant to Plant Agreement:

•Mayor Woodard states that we are still waiting for the City of Ithaca to move forward with this agreement.

e. Tompkins County Historians Meeting Approval:

•Mayor Woodard states that Village Historian Bea Szekely would like to host a Tompkins County Historians meeting here at Marcham Hall on May 9th, 2026, at 10:00 a.m.

Resolution: 10050

BE IT RESOLVED THAT: the Village of Cayuga Heights Board of Trustees authorizes and approves Village Historian B. Szekely to host a Tompkins County Historians Meeting at Marcham Hall on May 9, 2026, at 10:00 a.m.

Motion: Trustee Conway

Second: Trustee Hubbell

Ayes: Mayor Woodard; Trustees: Biloski, Conway, Fleming, Hubbell, and Robinson

Nays: none

Abstentions: none

Motion Carried

12. Report of the Trustees:

- Trustee Biloski states that one thing to mention is that we have recently installed panic buttons in the court clerk's office, Treasurer's office, and deputy clerk's office.
- Trustee Biloski states that the H.R. Committee has been working through the Village PBA Union on contract discussions.

13. Report of Attorney O. Shah:

- Village Attorney Shah states that he has nothing to report at this time.

14. Executive Session:

Resolution: 10051

WHEREAS: The NYS Open Meeting Law §105 prescribes matters for which a public body may conduct an executive session; and,

WHEREAS: Upon a majority vote of its total membership, taken in an open meeting under a motion identifying the general area or areas of the subject or subjects to be considered; and,

WHEREAS: The conduct of an executive session for these enumerated purposes only, provided, however, that no action by formal vote shall be taken to appropriate public money:

THEREFORE, BE IT RESOLVED THAT An Executive Session of the Village of Cayuga Heights Board of Trustees is conducted for 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 Biloski

Second: Trustee Fleming

Ayes: Mayor Woodard; Trustees: Biloski, Conway, Fleming, Hubbell, and Robinson

Nays: none

Abstentions: none

Motion Carried

Village Board of Trustees exits an Executive Session and returns to an open meeting.

Resolution: 10052

BE IT RESOLVED THAT the Village of Cayuga Heights Board of Trustees authorizes and approves appropriating \$2500 to NYMIR Insurance Company as part of the deductible from account A1910.410 for pending litigation.

Motion: Trustee Conway

Second: Trustee Robinson

Ayes: Mayor Woodard; Trustees: Biloski, Conway, Fleming, Hubbell, and Robinson

Nays: none

Abstentions: none

Motion Carried

14. Adjournment: Mayor Woodard adjourns the meeting at 9:09 p.m.

EXHIBIT 2027-012

RESOLUTION AUTHORIZING LEGAL SERVICES AGREEMENT WITH PMV LEGAL GROUP, PLLC

WHEREAS, the Village Board has received and reviewed a proposed Legal Services Agreement dated April 28, 2026, a copy of which is incorporated herein, from PMV Legal Group, PLLC for legal services to be provided to the Village of Cayuga Heights; and

WHEREAS, the Village Board finds it in the best interest of the Village of Cayuga Heights to enter into a legal services agreement with PMV Legal Group, PLLC as outlined in said proposed Legal Services Agreement.

NOW THEREFORE, BE IT RESOLVED that the Village of Cayuga Heights Mayor is hereby authorized to execute said legal services agreement with PMV Legal Group, PLLC with an effective dates of May 20, 2026 through May 2027, and be it further resolved that this resolution shall take effect immediately.

EXHIBIT 2027-013
VILLAGE OF CAYUGA HEIGHTS
TREASURER'S REPORT
May 2026

Revenues and Expenses:

April bank book reconciliations are complete and have been signed off by Deputy Treasurer Conway. The report from Williamson Law Book is attached to this report.

The Treasures report has a few changes this month. The NYS Comptroller's Office has requested that we report our NY Class money in a different account, so it will no longer show up on the report as cash. It is still in the NY Class account

s of April 30, 2026, there was \$1,521,712.07 invested. We are currently earning about 3.5% interest.

End of Fiscal Year:

This is a reminder that we will have one more abstract for this fiscal year (13). Please make sure all invoices/receipts are turned in if you have any spending for the 2025-2026 fiscal year.

Approval of Abstract 12:

BE IT RESOLVED THAT: the Village of Cayuga Heights Board of Trustees authorizes and approves Abstract #12 for FYE2026 , consisting of:

- TA vouchers 92-97 in the amount of \$5,271.38
- Consolidated Fund vouchers 810-891 in the amount of \$ 387,477.35

and the Treasurer is instructed to make payments thereon.

Respectfully Submitted

Laura W. Dolch

Laura W. Dolch

Treasurer #1

MONTHLY REPORT OF TREASURER

TO THE VILLAGE BOARD OF THE VILLAGE OF CAYUGA HEIGHTS:

Following is a detailed statement of all moneys received AND disbursed BY me during the month of April, 2026:

DATED: May 6, 2026

TREASURER

	Balance 03/31/2026	Increases	Decreases	Balance 04/30/2026
A GENERAL FUND - VILLAGE				
CASH - CHECKING	2,389,055.14	619,997.85	605,386.26	2,403,666.73
CASH - SAVING	100,424.20	275.31	86,555.65	14,143.86
CERTIFICATE OF DEPOSIT	459,133.80	2,531.90	0.00	461,665.70
NYCLASS GENERAL	1,096,631.26	302,686.01	1,399,317.27	0.00
PETTY CASH	450.00	0.00	0.00	450.00
DPW Apparatus Reserve	0.00	164,146.27	143,556.37	20,589.90
Fire Department Apparatus Rese	0.00	164,635.21	20,508.41	144,126.80
TOTAL	4,045,694.40	1,254,272.55	2,255,323.96	3,044,642.99
CD SPECIAL GRANT FUND				
CASH	6,511.89	499,860.72	499,860.72	6,511.89
CASH - POLICE COMP TIME RESERV	29,036.75	87.26	0.00	29,124.01
Fire Truck Reserve 2025	143,556.37	431.41	143,987.78	0.00
CASH - POL TRIAD GRANTS	2,421.88	10,007.28	0.00	12,429.16
Waster Water System Reserve	153,813.08	462.23	154,275.31	0.00
CASH - BEAUTIFICATION SPECIAL	125.25	0.38	0.00	125.63
CASH - FIRE DEPT DONATIONS	58,860.22	176.88	0.00	59,037.10
RESERVE FOR BANK INTEREST	1,941.57	1,423.82	1,941.57	1,423.82
CASH - GENERAL POLICE DONATION	55,777.02	5,167.62	0.00	60,944.64
Garbage Truck Reserve	20,508.41	61.63	20,570.04	0.00
Water Main Reserve	181,982.86	546.88	182,529.74	0.00
TOTAL	654,535.30	518,226.11	1,003,165.16	169,596.25
F WATER FUND				
CASH - CHECKING	264,589.91	185,719.74	203,973.38	246,336.27
NYClass - Water	65,219.18	189.05	65,408.23	0.00
Water System Capital Improve	0.00	182,705.98	0.00	182,705.98
TOTAL	329,809.09	368,614.77	269,381.61	429,042.25
G SEWER FUND				
CASH - CHECKING	-662,117.84	159,277.15	265,456.45	-768,297.14
NYCLASS SEWER	156,385.88	453.30	156,839.18	0.00
Waste Water System Cap Improve	0.00	154,424.27	0.00	154,424.27
TOTAL	-505,731.96	314,154.72	422,295.63	-613,872.87
HA CAPITAL FUND				
CASH - CHECKING	-1,590,492.12	0.00	0.00	-1,590,492.12
NY CLASS	38,633.09	112.00	38,745.09	0.00
TOTAL	-1,551,859.03	112.00	38,745.09	-1,590,492.12
HA RAIL PROJECT				
CASH - CHECKING	-304,536.25	0.00	0.00	-304,536.25
NY CLASS ACCOUNT	314,765.00	912.39	315,677.39	0.00
TOTAL	10,228.75	912.39	315,677.39	-304,536.25
TA TRUST & AGENCY				
CASH - CHECKING	26,099.30	270,850.97	261,266.01	35,684.26
TOTAL	26,099.30	270,850.97	261,266.01	35,684.26
TOTAL ALL FUNDS	3,008,775.85	2,727,143.51	4,565,854.85	1,170,064.51

EXHIBIT 2027-014

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT #1 TO THE ENGINEERING CONSULTANT CONTRACT WITH HUNT ENGINEERS, ARCHITECTS, LAND SURVEYORS & LANDSCAPE ARCHITECT DPC FOR THE CAYUGA HEIGHTS ROAD SIDEWALK PROJECT

WHEREAS, the Village of Cayuga Heights is the local sponsor of a Locally Administered Federal Aid Transportation Alternatives Program (TAP) project known as the Cayuga Heights Road Sidewalk Project, PIN 3950.86, D# 040716; and

WHEREAS, the Village entered into an Architectural/Engineering Consultant Contract with Hunt Engineers, Architects, Land Surveyors & Landscape Architect DPC commencing November 2023, with a maximum compensation amount of \$235,564.00, to provide professional engineering services for the P.E./Design, ROW Incidentals, and ROW Acquisition phases of said project; and

WHEREAS, it is necessary to extend the term of said contract from December 2025 to December 31, 2027 to allow sufficient time to complete the scope of services; and

WHEREAS, this extension involves no change in the maximum compensation amount of \$235,564.00; and

WHEREAS, the Board of Trustees has reviewed Supplemental Agreement #1 and finds it to be in the best interest of the Village to authorize its execution;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of the Village of Cayuga Heights hereby approves Supplemental Agreement #1 to the Architectural/Engineering Consultant Contract with Hunt Engineers, Architects, Land Surveyors & Landscape Architect DPC for PIN 3950.86, extending the term of agreement to December 31, 2027 with no change in the maximum contract value of \$235,564.00; and

BE IT FURTHER RESOLVED, that the Mayor of the Village of Cayuga Heights is hereby authorized and directed to execute Supplemental Agreement #1 on behalf of the Village of Cayuga Heights.

EXHIBIT 2027-015

Village of Cayuga Heights
Board of Trustees Report
Department of Public Works - Aaron Cowder
May 20, 2026

Street & Sidewalks

We have started working on sidewalk and street curb repair along with scheduling to pour the remaining section of Northway sidewalk with NYSEG/DDS finishing their restoration work.

We have also rented a concrete grinder to level out sidewalk block unevenness.

Water System

We will continue to plan for the next round of lead service replacements for spring and summer. We will work with any resident wanting to replace their side of the service as well as the ones that are only on the Village side based on the list from Bolton Point Water.

We have completed the one service on Northway and are working on scheduling the others to be completed.

Currently the list has 51 services as needing updated/replaced and of that only 17 are lead on the Village side.

Sanitation Sewer System

We will, in conjunction with TG Miller, continued to monitor sewage flows in manholes where meters have been installed for I&I tracking. TG Miller is working on their findings report and will soon be giving recommendations for the Village to review. The Village is still awaiting the report from TG Miller. We have been investigating manholes and lines to address and or put on the list of sewers infrastructure work for the future.

Beautification

We have seen more brush being placed at the curbs. Please be reminded that if you have leaves, they need to be put into cans for dumping or in leaf bags for recycling.

Culvert Repair

The next culvert to be replaced is Renwick culvert at Cayuga Heights Road. The project was awarded and TG Miller is working on the pre-construction phase for the Village. They are waiting on a few permits and Right of Way paperwork to set the start of construction.

Action Items

None

Additional DPW Information

EXHIBIT 2027-016

Village of Cayuga Heights Police Department



Jerry L. Wright
Chief of Police

In the month of April 2026 the police department received 581 calls for service. In addition to these calls 93 uniform traffic tickets were issued and 2 parking violations were cited. The breakdowns of calls are as follows:

There were no Felony complaints handled.

Three incidents of penal law misdemeanors were handled. One report of Larceny was received involving missing property from a resident's storage area. There were no suspects or leads in this case. A report of Fraud was investigated after a business reported several attempts of check fraud by unknown individuals. No loss of property or money has occurred. No further action has been taken by the complainant or by CHPD. Lastly, officers filed a charge of Aggravated Harassment after the investigation of a Trespass complaint. The complainant stated they had received several threatening phone messages from the suspect who was also found to be on the complainants property without permission.

Officers conducted four traffic stops resulting in five misdemeanor vehicle and traffic arrests; two for Suspended Registration, one for AUO 2nd, and two for AUO 3rd.

Three reports of penal law violations were received. A complaint of Trespass was made after an individual was found to have been on a residential property after being told they were not welcome there. This is the original complaint that resulted in a charge of Aggravated Harassment, mentioned above. A complaint of Harassment was received which turned out to be a civil dispute between landlord and tenant. The matter is being resolved between the two parties. The last report was also for Harassment involving teenagers taking part in a water gun prank. The responding officer was able to speak with all parties involved and no chargers were sought.

Four local law violations were handled. Two for noise, one for dog control and one for soliciting without a permit. One noise complaint involved loud music playing continuously for several hours. Upon officer's arrival the band was playing the last song. The music ended without further incident. The second noise complaint was made by a resident stating that loud trucks were running at a neighboring residence for the past three days. The investigating officer was able to make contact with the homeowner who was new to the village and was doing work on the property before moving in. No further trucks would be doing work after that day and no further complaints were made regarding this matter. The on-duty officer received a call to respond to a loose dog in the area. No report had been received for a missing dog and the officer made contact with the SPCA who was able to take custody of the dog. No further action was taken by CHPD.

A total of 6 arrests were made with a total of 9 charges filed; 1-Aggravated Harassment, 1-Trespass, 1-AUO2nd, 2-AUO3rd, 2-Suspended Registration, 1- MHY9.41 Taken Into Custody Mentally Ill, and 1-Warrant Arrest.

Seven motor vehicle accidents were reported. Three on N. Triphammer Rd, one on Pleasant Grove Rd., one on Hanshaw Rd at The Parkway, one on E. Upland Rd, and one on Wyckoff Rd. at Cayuga Heights Rd.

One warrant arrest was made. The on-duty officer was made aware of a subject entering the village by vehicle, having an active Bench Warrant. The subject was located and turned over to the wanting agency.

One individual was taken into custody under the Mental Hygiene 9.41 law and transported to a local medical center for assessment after a report of a Psychiatric Incident was received.

CHPD officers responded to one call for service assisting other agencies. There was one call involving another agency assisting CHPD officers within the Village.

Over the course of the month officers took part in the following training and/or events: Officers conducted six traffic details including four specific to the GTSC PTS Grant; Operation Safe Stop on the 23rd, and Speed in School Zone on the 24th. Two Commercial Vehicle Safety Inspections were held, one on the 17th and one on the 28th. Lastly, on the 28th, CHPD officers conducted the last Court Officer Detail, after 20 years of providing court security during Town of Ithaca Court proceedings.

The full-time officers worked a total of 83 hours of overtime and the part-time officers worked a total of 70 hours.

EXHIBIT 2027-017

May 19, 2026

Board of Trustees
Village of Cayuga Heights

Monthly Report April 2026

We again had a record month with a total of 62 runs. Of these, 42 occurred within the Village, 17 in the Town of Ithaca, and 3 were mutual aid requests. The breakdown included 33 EMS calls and 29 fire responses. As with many of our recent busy months, most of our calls were routine in nature. Early in the month, we stood by in our station during the fatal fire in Dryden. We were initially requested to respond to the scene, but due to reduced staffing during spring break, we instead remained in station to cover the eastern end of the county while other departments operated at the incident. Fortunately, no additional calls required our response during the standby assignment.

Training remained extremely active throughout April. Several members attended a live burn training hosted by the Lansing Fire Department in coordination with Meridian Fire Training. Lansing has developed a small burn tower that provides an outstanding opportunity for realistic live fire training. Due to the size of the facility, we are limited in the number of members we can send, but those who attended performed exceptionally well and were commended by the lead instructors for their skills and professionalism.

We also continued training on the department's new forcible entry prop. This has proven to be an excellent addition to the station and provides a dynamic, hands-on training experience for members. During the month we conducted a rope rescue training that also served as the backdrop for the annual banquet video shown at the Installation Dinner. On the EMS side, we hosted a well-attended training on respiratory emergencies and airway management. Airway management remains one of the most critical components of patient survival in many medical emergencies.

At the end April, we hosted the county EMT class for their vehicle extrication training. As part of their coursework, students are required to complete skills during a realistic auto extrication scenario. Several of our members instructed the class providing a full day of hands-on training at the station.

One of the more unique projects this month involved a partnership with students from the Cornell University ILR School. Last year, a group of students traveled to Peru and met with local firefighters who described the challenges they face obtaining modern turnout gear. Much of their equipment is decades old and in poor condition. After returning, the students and their professor contacted us to discuss possible ways to help. Over the past year, we worked with the students, who were returning to Peru this spring, to send retired turnout gear with them on their trip. Due to NFPA standards, gear more than 10 years old can no longer be used by our department, even if it remains serviceable. Because of our strong preventive maintenance program, much of our retired gear remains in very good condition. The students stopped by the station and picked up five sets of gear to bring directly to firefighters in Peru.

The Peruvian firefighters were extremely grateful for the donation, and we are pleased that this equipment will continue to protect firefighters working under difficult conditions. Years ago, after visiting a fire station in Guatemala facing similar challenges, we explored shipping gear internationally but found the cost prohibitively expensive with no guarantee it would arrive at its intended destination. This partnership model proved far more effective, with no shipping cost to the department and direct delivery to those in need. We hope to continue partnering with this group in the future to expand the program.

There is again no change to the delivery timeline for the new fire truck, though we do now have a commitment letter on file guaranteeing delivery no later than October. We have also reduced the asking price on the old truck, though there has not yet been movement on the sale. We are planning to provide updated photographs to the vendor so they can refresh the listing.

Fire inspections are also wrapping up for the season. There were 39 properties due for inspection this cycle. As of this report, 29 inspections have been completed, 4 are working on various third party inspection, 5 properties require reinspection, and we have been unable to make contact with 1 property owner.

As summer approaches, we are preparing for our annual staffing challenges associated with members leaving the area. Fortunately, we again have a strong group of members planning to remain in Ithaca over the summer for classes and work. Summer staffing shortages are something we face every year, and we are well prepared to manage them.

Finally, we held our annual Installation Dinner in April, which was a tremendous success. All newly elected officers were officially sworn in and have assumed their roles within the department.

Sincerely,

George Tamborelle
Fire Chief/Fire Superintendent

EXHIBIT 2027-018

Clerk's Report

- Finishing a water billing cycle, the next one will be in August. Our administrative committee discussed moving to a 30-day billing period.
- Property tax bills arrived, and we are getting them ready for mailing on the 28th of May.
- The Village Administrative Committee updated our Procurement policy and needs Board approval.

VILLAGE OF CAYUGA HEIGHTS PROCUREMENT POLICY AND PROCEDURES

Purpose

Goods and services that are not required by law to be procured pursuant to competitive bidding must be procured in a manner as to assure the prudent and economical use of public monies in the best interest of the taxpayers; to facilitate the acquisition of goods and services of maximum quality at the lowest possible cost under the circumstances; and to guard against favoritism, improvidence, extravagance, fraud, and corruption. To further these objectives, the Village of Cayuga Heights Board of Trustees has adopted an internal policy and procedures governing all procurements of goods and services which are not required to be made pursuant to the competitive bidding requirements of General Municipal Law, §103 or of any other general, special, or local law.

All transactions shall be in accordance with the Village of Cayuga Heights' Code of Ethics as may be amended from time to time.

Procedures for Determining Whether Procurements Are Subject to Bidding

The procedures for determining whether a procurement of goods or services is subject to competitive bidding and documenting the basis for any determination that competitive bidding is not required by law is as follows:

Procedure

Every purchase to be made must be analyzed to determine whether it is a purchase contract or a public works contract. Once that determination is made, a good faith effort will be made to determine whether it is known or can reasonably be expected that the aggregate amount to be spent on the item of supply or service exceeds the monetary threshold of competitive bidding taking into account past purchases and the aggregate amount to be spent in a fiscal year. Monetary thresholds may not be avoided by artificially splitting or breaking up contracts into lesser agreements or entering into a series of agreements for sums below the dollar thresholds.

Procurements Subject to Bidding

Specification Document

The specification document sets forth the standard and requirements that competitors must observe. The specification should indicate the basis on which the bids and offers will be evaluated and the award made.

Awarding Contracts:

When competitive bidding is required, the award of the contract is generally made to the lowest priced responsible bidder which has complied with the specifications.

The Village may elect to award a contract on the basis of “best value” instead of to the lowest responsible bidder. “Best value” is defined for this purpose as a basis for awarding contracts to the offeror which optimizes quality, cost, and efficiency, among responsive and responsible offerors. The use of best value for awarding purchase contracts must be authorized by adoption of a local law.

Statutory Exceptions to Quotation / Proposal Requirements of This Policy and Procedures

The following items are **not** subject to competitive bidding pursuant to General Municipal Law §103:

1. Purchase contracts under \$20,000 and public works contracts under \$35,000;
2. Emergency purchases: pursuant to §103(4) of General Municipal Law which sets forth an exception to bidding requirements for emergency situations and provides as follows: "Notwithstanding the provisions of subdivision one of this section, in the case of a public emergency arising out of an accident or other unforeseen occurrence or condition whereby circumstances affecting public buildings, public property, or the life, health, safety, or property of the inhabitants of a or district therein, require immediate action which cannot await competitive bidding, contracts for public work or the purchase of supplies, material or equipment may be let by the political subdivision." Due to the nature of this exception, these goods or services must be purchased immediately and a delay in order to seek alternate proposals may threaten the life, health, safety, or welfare of Village residents. This section does not preclude alternate proposals if time permits.
3. Certain municipal hospital purchases;
4. Preferred source goods purchased from approved, qualified, nonprofit agencies for the blind or severely handicapped, and certain approved qualified veterans' workshops pursuant to State Finance Law §162(4);
5. Preferred source goods required to be purchased from the Correctional Industries Program of the Department of Corrections and Community Supervisions (Corcraft) pursuant to Correction Law §186;
6. Purchases under State contracts pursuant to General Municipal Law §104 and Service contracts entered into through the New York State Office of General Services “piggybacking” on certain other government contracts in accordance with the prerequisites in GML, §103 [16]. In these instances, the State has already investigated and secured the lowest possible price for the municipality.
7. Purchases under county contracts and certain federal general service administration contracts pursuant to General Municipal Law §103(3);
8. Professional services or services requiring special or technical skill, training, or expertise. The individual or company must be chosen based on accountability, reliability, responsibility, skill, education and training, judgment, integrity, and moral worth. These qualifications are not necessarily found in the individual or company that offers the lowest price and the nature of these services are such that they do not readily lend themselves to competitive procurement procedures.

In determining whether a service fits into this category the Board of Trustees shall take into consideration the following guidelines: (a) whether the services are subject to State licensing or testing requirements; (b) whether substantial formal education or training is a necessary prerequisite to the performance of the services; and (c) whether the services require a personal relationship between the individual and municipal officials. Professional or technical services shall include but not be limited to the following: services of an attorney; 21

services of a physician; technical services of an engineer or architect engaged to prepare plans, maps, and estimates; securing insurance coverage and/or services of an insurance broker; services of a certified public accountant; investment management services; printing services involving extensive writing, editing, or art work; management of municipally owned property; and computer software or programming services for customized programs, or services involved in substantial modification and customizing of pre-packaged software;

9. Sole Source - Competitive bidding is not required under section 103 of the General Municipal Law in those limited situations where there is only one possible source from which to procure goods and services required in the public interest. Appropriate documentation is required to show that a sole source condition existed.

Documentation

The decision that a purchase is not subject to competitive bidding will be documented in writing by the individual making the purchase. This documentation may include written or verbal quotes or emails from vendors, a memo from the purchaser indicating how the decision was arrived at, a copy of the contract indicating the source which makes the item or service exempt, a memo from the purchaser detailing the circumstances which led to an emergency purchase, or any other written documentation that is appropriate. Alternative proposals or quotations for goods and services shall be secured by use of either written requests for proposals, written quotations, verbal quotations, or any other method of procurement that furthers the purposes of the General Municipal Law §104-b. Documentation is required for each action taken in connection with procurement.

Methods of Competition to be used for Non-Bid Procurements

Alternative proposals or quotations should be obtained by use of written requests for proposals (RFPs), written quotations, verbal quotations or any other method that furthers the purposes of the law. This method of purchase assures the prudent and economical use of public moneys in the best interest of the taxpayers and facilitates the acquisition of goods and services of maximum quality at the lowest possible cost.

Awards to Other than the Lowest Responsible Dollar Offeror

Documentation and an explanation are required whenever a contract is awarded to other than the lowest responsible offeror. This documentation will include an explanation of how the award will achieve savings or how the offeror was not responsible. A determination that the offeror is not responsible shall be made by the purchaser and may not be challenged under any circumstances.

Whenever any contract is awarded to other than the lowest responsible dollar offeror, the reasons that such an award furthers the purpose of General Municipal Law, section 104-b, as set forth herein above, shall be documented as follows:

Estimated Amount of Purchase Contract

\$1000 - \$4,999

\$5,000 - \$19,999

Method

two (2) verbal quotes

two (2) written/fax quotes or written RFPs

Estimated Amount of Public Works Contract

\$1000 - \$2,999

\$3,000 - \$9,999

\$10,000 - \$34,999

Method

two (2) verbal quotes

two (2) written/fax quotes

two (2) written/fax quotes or written RFPs

A good faith effort shall be made to obtain the required number of proposals or quotations. If the purchaser is unable to obtain the required number of proposals or quotations, the purchaser will document the attempt made

at obtaining the proposals. In no event shall the failure to obtain the proposals be a bar to the procurement.

Items Excepted from this Policy and Procedures by the Board of Trustees

Pursuant to General Municipal Law § 104-b(2)(g), the procurement policy may contain circumstances when, or types of procurements for which, in the sole discretion of the governing body, the solicitation of alternative proposals or quotations will not be in the best interest of the municipality. The Board sets forth the following circumstances when, or types of procurements for which, it may not be in the best interests of the Village of Cayuga Heights taxpayers to solicit alternative proposals or quotations or document the basis for not accepting the lowest proposal:

1. Purchases of surplus and second-hand goods from any source or goods purchased at auction. If alternate proposals are required, the Village is precluded from purchasing surplus and second-hand goods at auctions or through specific advertised sources where the best prices are usually obtained. It is also difficult to try to compare prices of used goods and a lower price may indicate an older product.
2. Goods or services under \$1000. The time and documentation required to purchase through this policy may be costlier than the item itself and would therefore not be in the best interests of the taxpayer. In addition, it is not likely that such de minimis contracts would be awarded based on favoritism.
3. Employee expenses such as conference expenses, mileage, and other reimbursable expenses in performance of day-to-day duties.
4. Reimbursement of petty cash funds.
5. Utility bills.
6. Service contracts for a fixed monthly or annual amount for which a formal contract exists.
7. Interdepartmental charges.
8. Medical examinations.
9. Legal notices.
10. Postage

Individual(s) Responsible for Purchasing

With the exception of purchases made under blanket purchase orders and/or confirming orders (those requiring immediate action) only the persons designated as purchasing agent may commit the local government for a purchase. The following individuals are designated as purchasing agents. They may designate their assistant to perform this function in their absence.

Titles of individuals responsible for purchasing;

Superintendent of Public Works

Assistant Superintendent of Public Works

Village Justice

Village Clerk
Village Treasurer
Chief of Police
Fire Department Superintendent/Chief

General

Material, equipment, supplies and/or services to be purchased shall be of the quality and in the quantity required to serve the function in a satisfactory manner, as determined by the appropriate purchasing department head.

It is the responsibility of the requisitioner and the appropriate purchasing department head to provide an adequate description of all items needed so that the procurement may be reviewed and/or specifications prepared to procure the desired commodity and/or service. As needed the requisitioner will assist the purchasing agent in the preparation of specifications.

It is the responsibility of the purchasing department head to make alternative suggestions to the requisitioner if, in the judgment of the purchasing department head, the specifications would restrict competition or otherwise preclude the most economical purchase of the required items. In case of disagreement as to the content of the specifications, the Board of Trustees, after considering all available data, should make the final determination.

Requisition

The requisitioner will provide the Village Clerk with the following information on items to be procured:

1. Description of item requested
2. Quantity required
3. Department and appropriation to be charged
4. Date
5. Signature of requisitioner and/or department head

Purchase Order

Each department head is responsible for the compliance with the purchasing procedures adopted.

Only purchase order forms provided by the Village Clerk shall be used.

Purchasing information shall be provided as described above.

The purchase order will be prepared by the Village Clerk and based on the signed requisition information.

All purchase orders will be approved by the purchasing department head and the Village Clerk.

The Village Clerk will certify by signature on each purchase order that the monies are available, and that the appropriation has been encumbered.

Multiple copy purchase orders shall be used. The original will be provided for the vendor. One copy will be returned to the requisitioning department. A copy will be retained by the Deputy Clerk.

Confirming Orders

A verbal order, subject to subsequent confirmation by a written purchase order, may be given in cases where the necessity for immediate action exists. The individual placing such an order shall justify the need for this action when providing the requisition information. A confirming order should be issued immediately after availability of funds is determined. The order shall follow the same procedures as other orders but shall have priority so that the vendor will receive the order without delay.

Department heads are responsible for orders placed verbally.

Blanket Orders

Blanket purchase orders or open-end accounts may be issued to various vendors for the purchase of items considered to be of immediate need. The amount of the blanket purchase order shall be determined by the requesting department. It shall be based on information available in the records covering previous fiscal years and data obtained from the purchasing department head.

Blanket purchase orders shall not extend beyond the Village's fiscal year end. Billings against blanket orders shall be made monthly. The department should keep a record of purchases made to insure that they do not exceed the amount allowed by the blanket purchase order.

Blanket orders may be cancelled prior to the fiscal year end at any time by the Village Clerk. Any encumbered, unexpended funds shall be returned to the original appropriation. In some cases, it will not be practical to encumber blanket orders of a broad nature.

Note that the above contract exceptions are valid only when the purchases are made from the vendor holding the current State, state approved, or county contract.

Notice to Vendors

Written notice will be given to each new supplier explaining the purchasing format. Vendors deviating from the purchasing procedures will be notified immediately and informed of possible consequences. Such notice will include the statement "The Village of Cayuga Heights will not be responsible for purchases made without prior authorization from the designated purchasing department head except as otherwise stated herein." The administrative department head shall also notify the vendor of the Village's tax status and obtain the appropriate tax information from the vendor as is necessary to comply with Internal Revenue Service reporting requirements.

Receipt of Goods

The requisitioning department shall notify the Village Office when goods are received. This shall be done by providing a copy of the packing slip, which should be signed to indicate that the goods have been received and are in satisfactory condition.

Insufficient Appropriations

In the event that an appropriation balance is insufficient, and funds are not available in the same department and type classification, the purchasing agent will notify the department head. To request an increase in appropriation, the department should proceed as follows:

The request for a transfer or an increase in appropriations should be in writing and directed to the Treasurer.

An explanation as to why the purchase is necessary must be included in the request.

The amount needed and the accounts involved must be indicated.

The Village Treasurer will present a summary of all transfer requests to the Village Board in a regular or special meeting. After approval of the transfer, he/she shall notify the purchasing agent that the order may be processed.

When funds exist in a department in the same type classification the purchase order may be issued prior to board approval of the transfer from the sub classification. For example, a transfer may be presumed from account A8160.410 to A8160.420, because the department (A8160) is identical and the type classification (400, contract expenditure) is identical. Such requisitions will be encumbered on the appropriate account and the transfers shall be made prior to the payment of the invoice.

Audit of Claims

Standard vouchers shall be prepared for payment of all items purchased under this policy. The purchase order number should be included on the voucher. The voucher shall be signed by the responsible department head in the space provided.

Vouchers received up to five days prior a regularly scheduled Board meeting will be included on the Abstract of Audited Vouchers and submitted for Board approval by the Treasurer. Once such approval has been made the invoice(s) may be paid.

Input from Officers

Comments have been solicited from department heads and appointed officials therein involved in the procurement process prior to the enactment of this policy. Comments on policies and procedures will be solicited from time to time hereafter.

Annual Review

The Board of Trustees shall annually review and, when needed, update this policy and procedures.

The Village Treasurer shall be responsible for conducting an annual evaluation of the effectiveness of the procurement policy and procedures and an evaluation of the control procedures established to ensure compliance with the procurement policy and shall be responsible for reporting back to the board.

Unintentional Failure to Comply

The unintentional failure to comply fully with the provisions of General Municipal Law, §104-b shall not be grounds to void action taken or give rise to a cause of action against the Village of Cayuga Heights or any officer or employee thereof.

EXHIBIT 2027-019

VILLAGE OF CAYUGA HEIGHTS 2026 ARBOR DAY PROCLAMATION

WHEREAS, Arbor Day was created in 1872 in Nebraska as a special day for planting and celebrating trees and is now celebrated throughout the United States; and

WHEREAS, trees provide important benefits in urban communities such as shade and cooler temperatures, cleaner air and water, increased property values, and habitat for wildlife; and

WHEREAS, the Village of Cayuga Heights has been certified as a Tree City USA by the Arbor Day Foundation in recognition of its commitment to protecting its trees and woodlands; now

THEREFORE, I, Linda Woodard, Mayor of the Village of Cayuga Heights, on behalf of Village residents and the Board of Trustees, do hereby proclaim Friday, April 24, 2026, as Arbor Day in the Village of Cayuga Heights and urge all residents to protect and improve our environment and create a greener, healthier community by planting and caring for trees.

EXHIBIT 2027-020

or Linda Woodard and Village Trustees
Village of Cayuga Heights
836 Hanshaw Road, Ithaca, NY 14850
by Email

FROM: Wies van Leuken, Village of Cayuga Heights Representative
Cable Access Oversight Committee (AOC)
1105 Highland Road, Ithaca, NY 14850
pmv4@cornell.edu
607-257-3156

DATE: April 23, 2026

RE: AOC's 2027 Budget Recommendations for Public, Educational and
Governmental Access operations.

Attached with this letter, please find the Access Oversight Committee's Resolution #105, dated April 7, 2026 with recommendations for the 2027 Budget for Public, Educational and Governmental Access ("PEG") operations.

As you know, the City of Ithaca's Franchise Agreement with Charter Communications d/b/a Spectrum Networks in NY ("Charter"), requires that the three participating municipalities (the City of Ithaca, the Town of Ithaca and the Village of Cayuga Heights) approve a budget for equipment and facilities every year by June 30th while the Agreement is in effect. This Budget is funded with the PEG Fees that are charged to Subscribers in the Participating Municipalities (\$0.15 / subscriber / month). Charter collects these fees and keeps them to make AOC-approved equipment purchases for the operations of the Public Access TV studio. (the PEGASYS Community Media Center, 612 West Green Street, Ithaca). The AOC drafts a budget for these purchases, upon recommendations by Charter, and submits it to the respective municipalities for review and approval. Municipal approvals are entered into the AOC's minutes and submitted to Charter by the AOC.

The Resolution proposes a \$15,000.00 contingency to purchase equipment as needed for the functioning of PEG operations. This will probably go towards replacing small items: we do not expect major purchases this year.

Please let me know if you need further information. The Village's resolution is due at the AOC no later than June 30, 2026. It can be Emailed to me at <pmv4@cornell.edu>.

Cc. Access Oversight Committee
Jeff Walker, Village Clerk

AOC Recommendations for 2027 Equipment Budget

WHEREAS, Section 15.12 of the Franchise Agreement of January 2003 between the City of Ithaca and the franchisee Time Warner Entertainment-Advance/Newhouse Partnership (TWC) (“Franchise Agreement”), subsequently assigned to Charter Communications, Inc. d/b/a Spectrum Networks (Charter) after Charter's 2016 acquisition of TWC, requires the participating municipalities (City of Ithaca, Town of Ithaca, Village of Cayuga Heights) to provide the franchisee with an annual written budget for Public, Educational and Governmental access operations (PEG) by June 30 of each calendar year; and

WHEREAS, Section 15.12 of the Franchise Agreement requires that Charter directs PEG Access Staff to provide the Access Oversight Committee (AOC) with budget recommendations for the following year by April 30; and

WHEREAS, the City of Ithaca's Ordinance #2003-17, Par 18-4-G, requires the Access Oversight Committee (AOC) to provide the Participating Municipalities with a recommended budget for the following year by May 31; and

WHEREAS, the Franchise Agreement authorizes Charter to collect \$0.15 per subscriber per month to be used for the purchase of PEG equipment and facilities; and

WHEREAS, the AOC has reviewed PEG’s current equipment and anticipates that new or replacement equipment will likely be needed in the future; now therefore be it

RESOLVED, that the AOC recommends a \$15,000.00 contingency to purchase equipment as needed for the functioning of PEG operations, pending receipt and AOC approval of line-item estimates, and be it further

RESOLVED, that the AOC forwards its recommendations for approval by the Common Council of the City of Ithaca, the Town of Ithaca Board and the Village of Cayuga Heights Board of Trustees, so that they may meet their obligation to provide Charter Communications with an annual written budget for Public, Educational and Governmental access operations no later than June 30, 2026.

EXHIBIT 2027-021

RECOGNITION OF THE PAST AND CONTINUED OUTSTANDING PUBLIC SERVICE OF BRENT CROSS

WHEREAS, Brent started his professional career after earning his construction technology degree from Tompkins Cortland Community College, before graduating from Clarkson University in civil and environmental engineering; and

WHEREAS, Brent received his New York State Professional Engineering License and joined the Village of Cayuga Heights in March of 1994 after starting his own engineering business, and

WHEREAS, Brent became only the third Village Engineer in the history of the Village, and added the responsibilities of Village Superintendent of Public Works, stormwater manager, and code enforcement officer; and

WHEREAS, Brent was vital to overseeing the Village's first major construction project, Kendal at Ithaca, and many more through his career at the Village, as well as the most recent Village Wastewater Treatment Plant expansion project; and

WHEREAS, Brent built long-lasting relationships with regional officials, staff and leaders of other local municipalities over the thirty-two years at the Village, and

WHEREAS, Brent appreciated his community and the residents he served and was committed to making a daily impact on their lives, and

WHEREAS, Brent leaves behind a legacy of knowledge, mentorship, and public service to the Village of Cayuga Heights, which would take hours to acknowledge all his accomplishments,

THEREFORE, the Village of Cayuga Heights Board of Trustees, Village Police Department, Village Staff, and Auxiliary Staff publicly state their appreciation for all the years of service to this community and the professionalism and integrity Brent has instilled in all of us with his leadership and compassion to make this a better place to work and live.

NOW, THEREFORE, BE IT RESOLVED, that the Cayuga Heights Board of Trustees does hereby commend Brent for his dedication, commitment, and outstanding past and continued public service to the Village of Cayuga Heights and the community.

Mayor Linda Woodard

Trustee Sam Conway

Trustee Kent Hubbell

Trustee Michael Fleming

Trustee Jennifer Biloski

Trustee Richard Robinson

Trustee Peter Salton

EXHIBIT 2027-023

INTERMUNICIPAL WASTEWATER AGREEMENT

This Agreement is made this 15th day of May, 2026, by and between the VILLAGE OF CAYUGA HEIGHTS, Tompkins County, New York, TOWN OF DRYDEN, Tompkins County, New York, CITY OF ITHACA Tompkins County, New York, the TOWN OF ITHACA, Tompkins County, New York, TOWN OF LANSING, Tompkins County, New York, and VILLAGE OF LANSING, Tompkins County, New York (hereafter collectively referred to as the “Parties”).

WHEREAS, the Village of Cayuga Heights constructed, owns and operates the Village of Cayuga Heights Wastewater Treatment Plant, located in the Village of Cayuga Heights, which serves its Village as well as certain areas in the Town of Dryden, Town of Ithaca, Town of Lansing and Village of Lansing; and

WHEREAS, pursuant to Article 5-G of the N.Y. General Municipal Law, the Town of Dryden, City of Ithaca and Town of Ithaca jointly constructed, own and operate the Ithaca Area Wastewater Treatment Facility, located in the City of Ithaca, which provides wastewater treatment services in certain areas in their respective jurisdictions; and

WHEREAS, the Village of Cayuga Heights Wastewater Treatment Plant operates at full capacity during certain parts of the year, and the Ithaca Area Wastewater Treatment Facility has excess capacity; and

WHEREAS, the Town of Lansing and Village of Lansing wish to obtain additional wastewater capacity, and the Town of Ithaca and Town of Dryden wish to utilize some of their excess capacity in the Ithaca Area Wastewater Treatment Facility instead of continuing to utilize capacity in the Village of Cayuga Heights Wastewater Treatment Plant; and

WHEREAS, the Parties wish to provide wastewater services to their respective communities and meet their wastewater discharge permit requirements in the most efficient manner; and

WHEREAS, the respective legislative bodies of the Parties have determined that joint actions and cooperation among the Parties to meet their respective needs are in their best interests, will benefit their respective citizens, and will help protect the water quality of Cayuga Lake, and such legislative bodies having authorized their respective Mayors and Supervisors to sign this Agreement;

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements contained herein, the Parties agree as follows.

1. Definitions. These words and phrases shall have the following meanings:
 - A. Agreement. This Intermunicipal Wastewater Agreement.
 - B. Effective date of this Agreement. The date on which this Agreement is fully executed by all of the Parties.
 - C. Consent of a Party or Parties. Whenever consent of a Party is required under this Agreement, a majority vote of the full possible voting strength of the Party’s governing body shall be necessary for that Party to give its consent. Whenever this Agreement requires the consent of all of the Parties, all of the Parties must give their consent before the proposed action can be undertaken.
 - D. Flow meter. A device that measures the flow rate and volume of sanitary sewage and provides a record of the flow data on a continuous basis.
 - E. IAWWTF. The Ithaca Area Wastewater Treatment Facility, which is located in the City of Ithaca and is jointly-owned and operated by the Town of Dryden, City of Ithaca, and Town of Ithaca.

F. IAWWTF permit holders. Those municipalities that are or will be listed on the IAWWTF SPDES permit (the Town of Dryden, City of Ithaca, and Town of Ithaca).

G. Jointly-Owned Interceptors. Interceptors co-owned and maintained by the City and Town of Ithaca, pursuant to the bilateral Joint Interceptor Agreement, which convey sewage originating outside the City, through the City to IAWWTF.

H. Metrics. Measurements of system performance that form a basis for management decisions and actions.

I. O&M. Operation and maintenance.

J. Party or Parties. ‘Party’ means one of the municipalities signing this Agreement. ‘Parties’ means the six municipalities who are signing this Agreement, collectively, unless specifically referenced hereunder as a lesser number of municipalities.

K. Service area. Those areas within the Parties’ jurisdictions that are delineated as such on the map annexed to this Agreement as Exhibit A.

L. SPDES Permit. State Pollutant Discharge Elimination System Permit issued by the New York State Department of Environmental Conservation.

M. Treatment Facilities. The wastewater treatment plants located in the Village of Cayuga Heights and City of Ithaca, together with equipment, interceptors and facilities required to be used in the exercise of this Agreement, regardless of where such are located. ‘Treatment Facility’ shall refer to either of these wastewater treatment plants, together with equipment, interceptors and facilities serving that plant, which are required to be used in the exercise of this Agreement, regardless of where such are located.

N. VCHWWTP. The Village of Cayuga Heights Wastewater Treatment Plant located in, and wholly owned and operated by, the Village of Cayuga Heights.

2. For purposes of this Agreement, the service areas for the VCHWWTP and IAWWTF are treated as one service area, and are shown on Exhibit A. Any future changes to the service areas may be made only upon the written consent of the Parties relevant to a proposed change.

3. Pursuant to a separate agreement or agreements by the IAWWTF permit holders and one or more of the other Parties, and contingent upon confirmation of current and anticipated future capacity availability, the IAWWTF shall accept flows from areas that, prior to the effective date of this Agreement, were served by the VCHWWTP or were not served by public sewers.

4. The Village of Cayuga Heights shall maintain separate agreements with the Town of Lansing and the Village of Lansing regarding the acceptance of flows from those two parties at the VCHWWTP.

5. Two or more of the Parties may enter into separate agreements that provide for the use of jointly-owned interceptors to collect and convey previously separate flows, contingent upon a prior determination by the owner(s) of the interceptors that there is adequate interceptor capacity and IAWWTF capacity to accommodate anticipated flows.

6. The Parties agree to utilize the concept of ‘equivalent flows’ in the separate agreements referenced in paragraphs 3 through 5 above so that the Parties can collect and treat flows in the most efficient manner. The concept of ‘equivalent flows’ means a Party’s flows may be treated at one Treatment Facility, and to make room for those flows, flows from another Party or Parties may be diverted to the other Treatment Facility. As a consequence, the first Party may be required to (i) use or purchase capacity and/or pay for treatment of the diverted wastewater at the Treatment Facility receiving the diverted flows, even though the flows came from another Party or Parties; and/or (ii) use or purchase capacity and/or pay for the transmission of the diverted wastewater through a jointly-owned interceptor even though the flows came from

another Party or Parties.

7. The Parties shall develop metrics to measure flows from each Party to each of the Treatment Facilities. The Parties shall utilize flow meters, master water service meter readings and other appropriate information to determine each Party's flows to each Treatment Facility.

8. Each Treatment Facility will set its own O&M rate for each of the Parties it serves. The O&M rates shall include an economic incentive to reduce inflow and infiltration. The Treatment Facilities may adjust the O&M rates periodically to account for collection system improvements made by one or more Parties that reduce infiltration and inflow.

9. The governance of the two Treatment Facilities will not change on the effective date of this Agreement. The Parties will continue to utilize the committee created pursuant to the 2003 Agreement to help coordinate and synchronize operations between the two Treatment Facilities, help plan for system improvements that benefit the Parties, and assist the Parties in the efficient provision of wastewater treatment services.

10. The Parties will maintain common pretreatment standards throughout the two Treatment Facilities' Service Areas. Any changes to the standards can be made only upon consent of all the owners of the Treatment Facilities. Any municipality that physically discharges into the IAWWTF and is not an IAWWTF permit holder shall enter into a multijurisdictional agreement with the IAWWTF permit holders to assign responsibility for pretreatment program implementation and enforcement in that municipality.

11. This Agreement shall continue in force until May 15, 2036.

12. If a Party wishes to terminate its participation in the Agreement, it must give at least five (5) years written notice to the other Parties, and such notice shall contain the reason for such termination.

13. This Agreement constitutes the entire Agreement of the Parties. It may be amended only by the written consent of all of the Parties, with each Party executing and acknowledging the document containing the amendment through its duly authorized representative.

14. This Agreement shall be governed by the laws of the State of New York.

EXHIBIT 2027-024

The changes include:

- 1. The first \$50,000 received in a calendar year by us from grants will not be deducted from expenses used in the calculation of the amount the Town of Ithaca owes us. Currently, all grants (except Cornell's contribution) reduce the expenses in the calculation.*
- 2. Fire Chief's phone is now an allowed expense.*
- 3. Capital expenditure in excess of \$50,000 instead of \$25,000 must be communicated in advance to the Town of Ithaca.*
- 4. ISO Occurrence form CG 00 01 1093 is now required*

TOWN OF ITHACA – VILLAGE OF CAYUGA HEIGHTS CONTRACT FOR FIRE PROTECTION

THIS AGREEMENT made as of the 1st day of January, 2027, by and between the Town Board of the Town of Ithaca, 215 North Tioga Street, Ithaca, NY 14850, acting as and for the Fire Protection District of said Town of Ithaca, party of the first part, and Village of Cayuga Heights, 836 Hanshaw Road, Ithaca NY 14850, party of the second part.

WHEREAS, there has been duly established in the Town of Ithaca a fire protection district embracing all of the territory in the said Town, and

WHEREAS, the Board of Trustees of the Village of Cayuga Heights has all of the powers of a separate Board of Fire Commissioners and operates as one of its governmental functions the Cayuga Heights Fire Department, and

WHEREAS, the party of the first part deems it desirable and in the public interest to contract with the party of the second part for fire protection and the party of the second part is willing to provide equal fire protection, hazardous material incident, and emergency medical first response services for persons and property (hereafter collectively referred to as the "services"¹) outside of its own territory upon the terms and for the time herein stated,

NOW THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. That subject to the limitations hereinafter specified, the Cayuga Heights Fire Department will respond to any call for the extinguishment of any fire, hazardous material incident, or emergency medical incident occurring in the territory of the Town of Ithaca described as follows, to wit:

The northeast section of the Town of Ithaca that is situated east of the east boundaries of the Village of Cayuga Heights and the City of Ithaca, south of the Village of Lansing/Town of Ithaca boundary, west of the Town of Dryden/Town of Ithaca boundary and north of a line described as follows: Beginning at a point where Forest Home Drive intersects the east boundary of the City of Ithaca with the Town of Ithaca, thence southerly along the Town/City line approximately 250 feet to the westerly end of a dead-end service road running behind the Plantations Service Building, thence easterly along the toe of slope of an uphill grade to the south, crossing Judd Falls Road and Caldwell Road and continuing easterly and southeasterly to a point along the center of the elevated

grade that runs between the Arboretum Road and New York State Route 366, thence northerly and northeasterly to a point at the northwest corner of the parking area attached to the former Cornell University Transit Facility, and thence northerly to the point where Forest Home Drive crosses the boundary line between the Towns of Ithaca and Dryden.

Such southerly line is more particularly shown on the map attached as **Exhibit A** by the dashed line running generally easterly from the Town of Ithaca/City of Ithaca boundary to the Town of Ithaca/Town of Dryden boundary.

Generally, the intent is to include in the service area those buildings and properties generally accessed from Plantations Road and north, and to exclude those buildings and properties that are generally accessed from Tower Road, from Judd Falls and Caldwell Roads south of Plantations Road, or accessed from NYS Route 366, and south.

The Cornell University Filtration Plant is included in the area to be serviced under this Agreement.

Attached as **Exhibit B** is a map entitled "Fire Protection Boundary." The areas to be serviced by the Village of Cayuga Heights pursuant to this Agreement are the cross-hatched areas on said map coded as "Town of Ithaca Properties in the Cayuga Heights Fire Protection District."

Notwithstanding the foregoing, those portions of the Cornell University North Campus Residential Expansion ("NCRE") sited within the Town are not included in the area to be serviced under this Agreement, because those portions of the NCRE within the Town are to be serviced under the contract for fire protection between the Town of Ithaca and the City of Ithaca; these areas not to be serviced under this Agreement consist of tax parcels 67-1-1.1; 68-1-11.1; 68-1-11.2; and 68-1-12.2 within the Town of Ithaca and bounded by the southerly curb line of George Jessup Road to the North, the westerly curb line of Pleasant Grove Road to the East, the southerly curb line of Cradit Farm Drive to the South, and the Municipal Border with the City of Ithaca to the West.

2. The party of the second part hereby agrees to furnish the services in the aforesaid area for the consideration hereinafter mentioned.
3. In consideration of the services given to the territory above described, pursuant to this contract, the party of the first part agrees to pay to the party of the second part an annual payment calculated as set forth below, to be paid in four substantially equal quarterly installments on February 1, May 1, August 1, and November 1 of each year, commencing February 1, 2027.

The annual payment shall consist of two parts, one for Net Expenditures, and one for Unbonded Capital Costs (both as hereinafter defined), calculated as follows:

- (a) The annual payment made by the Town for any calendar year shall be calculated using the actual expenditures of the Village's Fire Department for the immediately preceding fiscal year. There shall be excluded from such expenditures debt service payments related to equipment and/or buildings as described in Section 3(b) below, and Unbonded Capital Costs as described in Section 3(g) below. There shall be subtracted from such expenditures all revenues received by the Village Fire Department except for: the Town's contribution

pursuant to this contract, any contributions from Cornell University for fire protection or similar services, tax revenues raised by the Village's taxes, and revenues that have already been netted against expenditures. There will be included in revenues (except to the extent revenues have already been netted against expenditures) any contributions from any other tax exempt entity (other than Cornell University) provided for fire protection or emergency medical services, state or federal aid related to the Fire Department, income from the sale of Fire Department assets, and any other similar types of income. Revenues shall also include grants as follows: Each grant up to and including \$50,000 shall be excluded from revenues. Each grant that exceeds \$50,000 shall be included in revenues, but only to the extent that the amount received in a calendar year from the grant exceeds \$50,000. (As examples, if there is a \$200,000 grant and the entire grant is received in a calendar year, \$150,000 shall be included in revenues; if there is a \$240,000 grant and \$120,000 is received each calendar year for two years, \$70,000 shall be included in revenues for each year.) Any contributions from Cornell University to the Town of Ithaca for fire protection or similar services shall not be included in revenues or netted against expenditures. Notwithstanding any of the foregoing terms that could be construed to the contrary, gifts such as proceeds from the Hanselman Fund, as well as the two percent (2%) Foreign Fire Insurance Tax that the Village delivers to the Village Fire Department's Fire Council, will not be included as revenue nor added to expenditures. The amount so determined is hereinafter referred to as the "Direct Operating Expenses." The following matters shall govern the calculation of Direct Operating Expenses:

- (i) Only expenses relating directly to the operation of the Fire Department shall be included in Direct Operating Expenses (e.g., equipment maintenance, building maintenance, salaries and fringe benefits of Fire Department personnel, gasoline, supplies, Fire Chief's telephone expenses directly related to the operation of the Fire Department, and other items directly related to the operation of the Fire Department).
- (ii) To the extent there is equipment or buildings that are used by the Fire Department and by other Village departments or personnel, there shall be a reasonable allocation of the expenses related to such equipment or buildings between Fire Department and non- Fire Department uses, with only the portion attributable to the Fire Department to be included when determining Direct Operating Expenses.
- (iii) There shall be no allocation to the Fire Department of any general overhead expense of the Village other than as specifically authorized by this Agreement. Without limiting the foregoing, none of the salaries of the Mayor, Treasurer, Clerk, or any other non-Fire Department employee (other than mechanics, cleaners, or DPW personnel, who work part-time directly on Fire Department buildings or equipment and a portion of whose salaries are properly chargeable to the Fire Department budget pursuant to subparagraph (ii) above) shall be allocated in whole or in part as a Fire Department expense. No portion of any cost of general Village liability insurance, bookkeeping expenses, telephone expenses, or any other cost or expense chargeable to the Village as a whole is to be included in determining Direct Operating Expenses.
- (iv) Depreciation and debt service shall be excluded (i.e., not used at all in the

calculation) when determining Direct Operating Expenses.

- (v) There shall be included as revenues any amounts realized from the sale of equipment, adjusted in proportion to amounts paid by the Town, and any refunds of overpayments by third parties to the Village of Cayuga Heights.
- (b) In addition, there shall be added to Direct Operating Expenses any required debt service payments related to equipment and/or buildings dedicated solely to Fire Department use, provided that the debt service relates to bonds or notes issued for a period equal to the period of probable usefulness for the capital item as determined by the Local Finance Law of the State of New York (presently Section 11.00 of such Local Finance Law), unless the Town consents to a shorter period. The sum of Direct Operating Expenses and the debt service related to equipment and/or buildings is referred to as the "Net Expenditures." The Village shall notify the Town by October 15 of each year of the preceding Village fiscal year's Net Expenditures. The Town agrees to the bond schedules for the periods and for the items set forth in Exhibit C (attached). Any additional capital expenditures in excess of \$50,000 per item in any one calendar year must be communicated in advance in writing to the Town. Notwithstanding the foregoing terms of this subsection (b), in any event and to the extent that the Town has delivered to the Village payment in full of the Town's share of any expense for equipment and/or buildings that the Village has determined to bond or otherwise borrow, the Town will not be liable for the debt service for such bonding or borrowing, and such debt service shall not be included in Direct Operating Expenses.
- (b-1) The Village's provision of Net Expenditures to the Town each year shall include a list of all expenditures and revenues, broken out by category, used to calculate Net Expenditures. The Village shall also include an explanation of any discrepancies between said list and the Village's annual financial report submitted to the New York State Comptroller.
- (c) The total taxable assessed valuation of real properties in the Village shall be combined with the total taxable assessed valuation of real properties outside the Village but within the area for which services are being provided pursuant to this contract. Such amounts are hereinafter referred to as the "Combined Taxable Assessed Valuation". The parties shall use the identical year's final assessment roll (not different year's rolls) to calculate their respective assessed valuations, and the Combined Taxable Assessed Valuation shall be calculated as close as reasonably possible to October 1 of each year.
- (d) The portion of the Combined Taxable Assessed Valuation located within the Town and outside the Village shall be divided by the total Combined Taxable Assessed Valuation. The result is referred to hereafter as the "Town's Percentage."
- (e) The Town's Percentage shall be multiplied times the Net Expenditures, and the resulting figure shall be the amount of the Town's payment for the ensuing calendar year for the Town's share of Net Expenditures.
- (f) An example of the foregoing calculation is as follows: Assuming the Net Expenditures (which number includes debt service, unless, as stated in subsection (b) above, and to the extent that the Town has delivered to the Village the Town's share of any expense for

equipment and/or buildings that the Village has determined to bond or otherwise borrow, in which event the Town will not be liable for such debt service, but excludes depreciation) is equal to \$250,000.00 and assuming that the Taxable Assessed Valuation of the area of the Town outside the Village covered by the Fire Protection Contract is \$120,000,000.00 and that Taxable Assessed Valuation of real property in the Village is \$240,000,000.00, the

Combined Taxable Assessed Valuation will be \$360,000,000.00 (\$120,000,000 plus \$240,000,000), the Town's Percentage will be 33.33% (\$120,000,000.00 divided by \$360,000,000.00) and the annual payment from the Town to the Village for the Town's share of the Net

Expenditures will be \$83,333.33 (\$250,000 times 33.33%).

- (g) In addition, the Town shall pay a proportion of the Fire Department's capital expenses in excess of \$25,000 per capital item not bonded for the period of probable usefulness for such item as determined by the Local Finance Law (such costs being hereafter referred to as "Unbonded Capital Costs"), incurred in the year preceding the Village's fiscal year for which the calculation is being made. The Town's share shall be an amount determined as follows:
- (h) The total Unbonded Capital Costs shall be recalculated to determine the annual expenditures that would have been incurred.
 - (i) The total Unbonded Capital Costs shall be recalculated to determine the annual expenditures that would have been incurred if bonds had been issued for the capital items for periods equal to the periods of probable usefulness for the capital items as determined under the Local Finance Law, without interest or bond costs.
 - (ii) For each year during the applicable periods of probable usefulness, the Unbonded Capital Costs as so recalculated (the "Recalculated Unbonded Capital Costs") shall be multiplied by the Town's Percentage, and the amount so calculated shall be the amount payable by the Town in the succeeding Village fiscal year for the Town's proportion of Unbonded Capital Costs.

Notwithstanding the calculation set forth above, the Town may, at its sole option, elect to pay a greater share of the Unbonded Capital Costs by accepting a shorter period than the full period of probable usefulness for any capital item.

- (i) The Town's payment hereunder, equal to the Town's share of Net Expenditures and Recalculated Unbonded Capital Costs, for the first year of this contract shall equal Two Hundred Forty Three Thousand Six Dollars and Sixty One Cents (\$243,006.61). For the second and third years of this contract, the Town's share shall not exceed the following amounts without the prior consent of the party of the first part given before an expenditure is incurred which would cause the sum of the Town's share of Net Expenditures and Recalculated Unbonded Capital Costs to exceed the amounts set forth below:

Year 1 (2027): \$243,006.61;

Year 2 (2028): 125% of the amount payable for Year 1 (\$303,758.26);

Year 3 (2029): 125% of the amount payable for Year 2 (\$379,697.83).

Town Law § 184(5) requires contracts for town fire protection districts to state a definite sum to be paid each year for all of the services to be rendered thereunder. Accordingly, the 38

parties agree that the annual sums set forth above for the years 2028-2029 are the amounts due from the Town and they shall be adjusted annually based on the Town's share of actual Net Expenditures and Recalculated Unbonded Capital Costs as defined above, and each year the Village shall advise the Town of this amount not later than September 1st of the year preceding the Town's next fiscal year. The parties agree to amend this Agreement accordingly and in as expeditious a fashion as possible to state the adjusted sums due from the Town each year once they are agreed upon. Under no circumstances shall the total amount paid by the Town in any calendar year, plus any adjustment for that year paid in the subsequent year, exceed the annual budgeted amount for Net Expenditures and Recalculated Unbonded Capital Costs without the Town's prior written approval of any budget changes resulting in such increase.

4. The party of the second part agrees to protect all Cayuga Heights Volunteer Firefighters who answer calls in the aforesaid area of the Town of Ithaca pursuant to this contract with proper and adequate coverage as required by the New York Worker's Compensation Law and Volunteer Firefighter's Benefit Law.
5. It is further understood and agreed that the consideration paid by the party of the first part to the party of the second part pursuant to this contract shall cover and include any liability of the Town of Ithaca for any loss or damage to, or expenses incurred in the operation of, fire apparatus or other equipment belonging to the party of the second part, and the cost of any materials used in connection with any call for assistance, except to any extent that the Town of Ithaca is liable to the Village for any such loss, damage, expense or cost in accordance with the terms of Section 14 below.
6. The party of first part hereby specifically agrees not to impose on the party of the second part any obligations or duties relating to the inspection of buildings and properties for the purposes specified in the Education Law, the Multiple Residence Law and the Town Law and the term "fire protection" as used in this Agreement does not include any such inspections by the party of the second part, although the Village Fire Inspector may inspect within the Town in his discretion without securing further Town approval. The party of the first part will satisfy all such obligations and duties in accordance with applicable law.
7. The party of the first part agrees to cooperate with the party of the second part in taking any reasonable action to carry out and implement a program of fire safety control prevention, including appropriate action to keep driveways, lanes and roads open for fire trucks, providing, servicing, and testing fire hydrants which comply with the requirements of the New York Fire Insurance Rating Organization, and requiring land owners and tenants within the territory to observe reasonable rules against accumulation of trash and garbage and combustible material on their property.
8. It is expressly understood and agreed that the number of firefighters and the nature of equipment dispatched in answer to a call, the manner of fighting the fire, and other operations at the scene of the fire, are matters within the judgment of the Chief of the Cayuga Heights Fire Department and the other officers of the party of the second part who may be in charge at the time.
9. Party of the second part agrees to provide to party of the first part, no later than October 1 of each year during the term of this Agreement, a list showing the names of all active, certified, volunteer and paid firefighters and emergency medical personnel available to fight fires, or to provide

emergency medical services to residents, in the territory covered by this Agreement.

10. This Agreement shall take effect on the first day of January, 2027 and expire on the 31st day of December, 2029.
11. Notwithstanding any other provision herein, either party may terminate this Agreement as of the end of any calendar year by giving written notice of such intention to terminate to the other party to be received by the other party at least one full calendar year prior to the date of intended termination. If the Town is the terminating party, it must hold a public hearing pursuant to New York Town Law § 184(8) before it gives written notice of its intention to terminate.
12. Insurance.

The Village shall procure and maintain the following insurance coverages with limits of liability not less than the limits specified. Except for collision and comprehensive and workers' compensation and disability coverage, insurance coverages shall not be provided by self-insurance.

- (a) Commercial General Liability: including Premises/Operations, Contractual Liability, Products/Completed Operations, Personal Injury and Broad Form Property Damage-- ISO Occurrence form CG 00 01 1093 required. The Town of Ithaca and its officers, employees, board members, agents and elected officials are to be included as Additional Insureds with respect to the services rendered to the Town.

Each Occurrence:	\$ 1,000,000
Products/Completed Operations Damage Limit:	\$ 1,000,000
Personal and Advertising Injury Limit:	\$ 1,000,000
General Aggregate Limit:	\$ 3,000,000
Damage to Rented Premises (each occurrence):	\$ 50,000
Medical Expense:	\$ 5,000

- (b) Automobile Liability: \$1,000,000 - Any Owned, Hired and Non-Owned Autos. The Town of Ithaca and its officers, employees, board members, agents and elected officials are to be included as Additional Insureds with respect to the services rendered to the Town.
 - (c) Umbrella Policy: \$5,000,000 – Occurrence Form Required. Must state Follow Form of General Liability and Automobile Liability Policies. Statement regarding Follow Form coverage must be on certificate of insurance.
 - (d) Additional Specifications: All insurance shall be written with insurance carriers licensed by the State of New York Insurance Department and have a Best's Rating of A XI or better. The Village shall not take any action to cancel or materially change any of the insurance required under this Agreement without the Town's prior written approval of such cancellation or change. The foregoing insurance coverage is not intended to nor does it limit the liability of the Village to hold the Town harmless.
13. Capital Item Reimbursement. Upon termination of the Agreement for any cause the Town shall be entitled to receive 30% of those items of equipment which originally cost \$25,000.00 or more, or 40

30% of the dollar value of such equipment, purchased by the Village during the term of this Agreement reduced by the depreciation on such equipment. For this purpose equipment so purchased shall be depreciated in accordance with the depreciation schedule specified in the NYS Local Finance Law for each of such assets. Such conveyance shall be by such appropriate documentation such as bills of sale, vehicle registration, etc. as may be reasonably required by the attorneys for the Town. If the Village fails to transfer such items, the Town may seek specific performance in addition to any other remedies available to the Town under law or equity. In addition, upon termination of the Agreement for any cause the Town shall be entitled to receive 30% of the dollar value of any other capital items which originally cost \$25,000.00 or more and were purchased or procured by the Village during the term of this Agreement, reduced by the depreciation on such capital items. For this purpose capital items so purchased or procured shall be depreciated in accordance with the depreciation schedule specified in the NYS Local Finance Law for each of such assets.

14. Indemnity.

- (a) To the fullest extent permitted by law, the Village shall defend, indemnify, and hold the Town, its elected officials, public officers, employees, boards and agents harmless from all damages, losses, claims, actions and lawsuits by third parties (including those asserted or brought by the Village of Cayuga Heights Fire Department employees and volunteers) with regard to personal injury, death, property damage (including loss of use), contamination of or adverse effects to the environment, or other damages or losses caused by or claimed to be caused by, or arising from or claimed to arise from, the Village's services provided pursuant to this Agreement, or arising out of this Agreement in any other way. Such indemnity shall include settlements and reasonable costs of defending such claims, including attorney's fees. To the extent the Town is negligent, the Village's indemnification shall not extend to the proportion of loss attributable to the Town's negligence. The Village's indemnification also shall not extend to the proportion of loss attributable to the Town in the event of payments to injured firefighters or representatives of deceased firefighters under the Workers Compensation Law, General Municipal Law, or other New York statutes, where the aforementioned laws allocate liability to the Town for such payments. The obligation to indemnify shall survive termination of this Agreement whatever the cause of such termination. Indemnification shall be provided for all acts, failures to act, or occurrences occurring during the term of this Agreement (e.g., the Village shall provide such indemnification for any claims made with respect to actions by the Village prior to the termination of this Agreement even if the claim itself is not made until after termination of the Agreement).
- (b) To the fullest extent permitted by law, the Town shall defend, indemnify, and hold the Village, its elected officials, public officers, employees, boards and agents harmless from all damages, losses, claims, actions and lawsuits by third parties (excluding those asserted or brought by the Village of Cayuga Heights Fire Department employees and volunteers, except for payments allocated to the Town by statute as specified below) with regard to personal injury, death, property damage (including loss of use), contamination of or adverse effects to the environment, or other damages or losses caused by or claimed to be caused by, or arising from or claimed to arise from, the Village's services provided pursuant to this Agreement, or arising out of this Agreement in any other way, to the extent that such damages, losses, claims, actions or lawsuits arise from or are attributable to the Town's negligence or to the extent that applicable statutes allocate liability to the Town for payments to injured firefighters or representatives of deceased firefighters, in which case the Town shall

indemnify the Village for the proportion of loss attributable to the Town's negligence or allocated to the Town by statute. Such indemnity shall include settlements and reasonable costs of defending such claims, including attorney's fees. The obligation to indemnify shall survive termination of this Agreement whatever the cause of such termination.

Indemnification shall be provided for all acts, failures to act, or occurrences occurring during the term of this Agreement (e.g., the Town shall provide such indemnification for any claims made with respect to actions by the Town prior to the termination of this Agreement even if the claim itself is not made until after termination of the Agreement).

15. Audits. The Village shall include the Village of Cayuga Heights Fire Department in its annual audit and shall send the Town such audit within thirty (30) days of the Board of Trustee's acceptance of same. The parties shall adjust the Town's payments to account for any underpayments or overpayments by the Town as disclosed by the audit.
16. Written Notice. Where notification is required by this Agreement to be given to a party, it shall be in writing and shall be delivered to the Town Supervisor (if the notice is to the Town), and to the Village of Cayuga Heights Fire Department Fire Chief and the Mayor (if the notice is to the Village), with delivery by hand, certified mail, or a commercial courier service to the other party at the addresses shown above or such other address as is hereafter designated in writing by that party. Notice of a change of address must be made in the same manner as other notices. Notices shall be deemed given when they are received.
17. Workers Compensation and Disability Insurance. The Village will maintain workers' compensation and disability coverage, at not less than the levels of workers' compensation and disability coverage required by the State of New York. Proof of statutory coverage or CE-200 form must be provided.
18. Independent Contractor. The Village will be at all times an independent contractor and not an agent for the Town. The Village shall be fully responsible for all acts and omissions of its employees, volunteers, subcontractors, and suppliers, and specifically will be responsible for sufficient administration and supervision to ensure compliance in every respect with the Agreement requirements. There will be no contractual relationship between any subcontractor or supplier and the Town by virtue of this Agreement with the Village. No provision of the Agreement will be for the benefit of any party other than the Town and Village. The Village, and not the Town, is the employer of its employees and is responsible for their wages, hours, benefits, worker's compensation, social security, and all other incidents of employment.
19. No Assignment. This Agreement may not be assigned by the parties.
20. Binding Nature of Agreement. This Agreement is binding upon the parties and their respective representatives and successors. This provision shall survive termination of this Agreement.
21. Governing Law, Jurisdiction, and Enforcement. This Agreement is made in New York, and shall be construed under the laws of the State of New York without regard to, or the application of, New York State's choice of law provisions. Both parties consent that if any action is brought to enforce this Agreement, it shall be brought in an appropriate Court in Tompkins County, New York, and both parties consent to the jurisdiction of such court. This provision shall survive termination of this Agreement.
22. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior written or oral agreements, negotiations or understandings, existing

between the parties concerning the subject matter of this Agreement. This Agreement may be amended only by written instrument signed by each party and only after the Town holds a public hearing pursuant to New York Town Law § 184(8) and after the Village follows relevant Village and/or state laws and procedures.

23. Survival. All obligations arising prior to the termination of this Agreement that are herein stated to survive the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the Village and the Town shall survive the completion of services hereunder and the termination of this Agreement.
24. Severability. If any provision of this Agreement is deemed to be invalid or inoperative for any reason, that part may be modified by the parties to the extent necessary to make it valid and operative, or if it cannot be so modified, then it shall be deemed severed, and the remainder of this Agreement shall continue in full force and effect as if this Agreement had been signed with the invalid portion so modified or eliminated.
25. Defined Terms. For the purpose of this Agreement, these terms shall have the following meanings unless the context otherwise requires:

Agreement – This Contract for Fire Protection between the Town of Ithaca and the Village of Cayuga Heights.

Combined Taxable Assessed Valuation – The total taxable assessed valuation of real properties in the Village plus the total taxable assessed valuation of real properties outside the Village but within the area for which services are being provided pursuant to this Agreement (see Section 3(c)).

Direct Operating Expenses – Actual expenditures of the Village's Fire Department for the immediately preceding fiscal year, excluding debt service payments and Unbonded Capital Costs, and less certain revenues received by the Village (see Section 3(a)).

Net Expenditures – The sum of Direct Operating Expenses and the debt service related to certain equipment and/or buildings (see Section 3(b)).

Recalculated Unbonded Capital Costs – The total Unbonded Capital Costs, recalculated to determine the annual expenditures that would have been incurred if bonds had been issued for unbonded capital items for periods equal to the periods of probable usefulness for the capital items as determined under the Local Finance Law, without interest or bond costs (see Section 3(h)).

Services – The collective fire protection, hazardous material incident, and emergency medical first response services provided by the Village of Cayuga Heights.

Town – The Town of Ithaca.

Town's Percentage – The portion of the Combined Taxable Assessed Valuation located within the Town and outside the Village, divided by the total Combined Taxable Assessed Valuation (see Section 3(d)).

Unbonded Capital Costs – The Village Fire Department's capital expenses in excess of \$25,000 per capital item not bonded for the period of probable usefulness for such item as determined by

the Local Finance Law (see Section 3(g)).

Village – The Village of Cayuga Heights.