

INDEX OF 2010 RESOLUTIONS

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JANUARY 04, 2010 Organizational Meeting

BE IT RESOLVED, the Regular Monthly Board meetings of the Ulysses Town Board will be held on the second Tuesday of each month at 7:30 PM in the Ulysses Town Hall at 10 Elm Street, Trumansburg, NY. Board review of monthly claims will begin at 7:00 p.m. prior to each scheduled Regular Board Meeting. A monthly working meeting will be held on the 4th Thursday of each month.

BE IT RESOLVED the designated news media is advised of the foregoing schedule and those meeting notices are posted, in accordance with the open meeting law, on the clerk's bulletin board and the Town web site. **FURTHER RESOLVED** the Ithaca Journal, a newspaper regularly published and having general circulation in the Town, is hereby designated as the official newspaper of Town of Ulysses.

BE IT RESOLVED, copies of the official minutes of the Town Board, prepared and distributed by the Town Clerk, shall be distributed [*electronically unless otherwise requested*] to each Town Board member, Town Justices, Highway Superintendent, Building Code Enforcement Officer, Chair of the Planning Board, County Representative, Attorney for the Town, and posted on the Clerk's Bulletin Board and on the Town of Ulysses Website within 2 days of approval by the Town Board. Draft meeting minutes, clearly labeled as such, will be posted on the Clerk's Bulletin Board, the Town website, and distributed to Town Board members for review at least 14 days before the regular monthly Town Board meeting at which such minutes are to be approved.

BE IT RESOLVED mileage at a rate of \$0.50 cents per mile shall be paid to Town Officials and employees for use of their personal vehicles for Town Business and that such mileage shall be reported on the appropriate forms provided.

BE IT RESOLVED the Highway Superintendent is authorized to incur expenses not to exceed \$3,000.00 for repairs and maintenance of highway equipment without prior Board approval.

BE IT RESOLVED that the Town Clerk's petty cash fund of \$150 is extended for the year 2010.

BE IT RESOLVED the following bond undertakings for Town Officials and appointees are hereby approved as follows:

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

BE IT RESOLVED in lieu of the report required by Town Law Section 29(10), the Supervisor be and hereby is authorized to submit to the Town Clerk within 60 days after the close of the fiscal year a copy of his annual report to the State Comptroller, and that the Town Clerk shall cause a summary thereof to be published in accordance with the law (Town Law Section 29(10-a)). If the time for filing the annual report is extended 60 days by the State Comptroller, the supervisor's time for filing a copy of the report with the town clerk is extended for a like period.

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

FURTHER RESOLVED the Town investments can be made at other banks and institutions as outlined in the Towns investment policy. The Town investment policy shall be reviewed by the Town Board during the year and revised as necessary.

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

BE IT RESOLVED that the Supervisor is authorized to appoint a Town Bookkeeper, with an annual salary of \$18,224 as set by the Town Board for 2010. The Supervisor hereby appoints Mary Bouchard, CPA as the Town Bookkeeper.

BE IT RESOLVED that the Town Board has established the Office of Deputy Supervisor, to continue in 2010. The Deputy Supervisor acts for and in place of the Supervisor in her / his absence. The annual salary of the Deputy Supervisor is set at \$5,000. In accordance with Town Law, the Supervisor appoints the Deputy Supervisor.

BE IT RESOLVED that the Town Board has established the Office of Deputy Town Clerk, to continue in 2010 at an annual salary of \$28,403. Further resolved that the responsibilities of this office are to assist the Town Clerk in Records Management, tax collection, producing meeting minutes, and to act for and in place of the Clerk during her / his absence. In accordance with Town Law, the Town Clerk appoints the Deputy Town Clerk. The Town Clerk shall appoint a Deputy Town Clerk by January 7, 2010 and notify the Supervisor as such, in order for the appointment to be reflected in the first payroll of 2010.

BE IT RESOLVED that the Town Board has established the office of Deputy Highway Superintendent, to continue in 2010 at an hourly pay rate of \$20.27. The Deputy Highway Superintendent acts for and in place of the Highway Superintendent in her / his absence. In accordance with Town Law, the Highway Superintendent appoints the Deputy Highway Superintendent. The Highway Superintendent shall appoint a Deputy Highway Superintendent by January 7, 2010 and notify the Supervisor as such, in order for the appointment to be reflected in the first payroll of 2010.

BE IT RESOLVED that the Town Justices are authorized to employ the services of a Court Clerk or Clerks to assist in the administration and bookkeeping, at an annual salary of \$31,283 for 2010. If the Town Justices find it necessary to employ more than one Clerk, the total salary paid shall not exceed the annual budgeted amount for Court Clerk. The Town Justices shall appoint a Court Clerk by January 7, 2010 and notify the Supervisor as such, in order for the appointment to be reflected in the first payroll of 2010.

BE IT RESOLVED that the Town Board has established the position of Water Superintendent, to supervise and carry out all of the activities necessary for the day to day operation and maintenance of the Town's special improvement Water Districts, as outlined in the Town of Ulysses Personnel manual (Water Supervisor). The 2010 annual salary for the Water Superintendent is \$16,244. The Town Board appoints Doug Austic as Water Superintendent for the 2010 calendar year.

BE IT RESOLVED the Town Board hereby establishes the following payroll periods:
Bi-weekly: Highway Superintendent, Town Clerk, Justices, Deputy Town Clerk, Deputy Highway Superintendent, Deputy Supervisor, Highway Department Staff, Bookkeeper, Code Enforcement Officer, Zoning Officer, Planning and Zoning Staff, Court Clerk, Temporary student and other employees, part-time Clerical and Support Staff, Town Board Coordinator, Water Superintendent, Water Clerk and laborers.

Monthly: Councilpersons, Supervisor, Dog Control Officer

Annually: Historian

Voucher: Town Hall Custodian and all other employees if not listed above

BE IT RESOLVED that the Town Board hereby establishes the following salaries for 2010:

position	budgeted salary	hourly rate if applicable
Supervisor	\$15,150	
Councilperson	\$ 3,996	
Highway Superintendent	\$55,609	
Town Clerk	\$47,114	
Town Justice	\$15,334	
Bookkeeper	\$18,224	
Deputy Supervisor	\$ 5,000	
Town Council Assistant	\$ 5,000	\$20
Deputy Town Clerk	\$28,403	
Court Clerk	\$31,283	
Deputy Highway Superintendent	multiple budget lines	\$20.27
Highway Employees	multiple budget lines	\$14.14 - \$16.77
Code Enforcement Officer	\$28,706	
Zoning Officer	\$21,769	
Planning and Zoning Clerk	\$ 5,000	\$15.76
Planning Manager	\$20,000	\$20 - \$25
Water District Superintendent	\$16,244	
Water District Clerk	\$12,010	

Dog Control Officer	\$ 8,000	<i>Check contract</i>
Historian	\$ 1,500	
Laborer	\$4212	\$14.44 – 18.08
Deputy Zoning	\$6000	\$20

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

BE IT RESOLVED that the Town Board makes the following appointments:

- | | |
|---|--|
| A. Code Enforcement Officer | Alex Rachun |
| B. Deputy Code Enforcement Officer | Mark Hasson |
| C. Planning Board Chairperson | Ken Zeserson |
| D. Planning Board Member - 2010 to 2017 term | Rod Hawkes |
| E. Board of Zoning Appeals Chairperson | George Tselekis |
| F. Board of Zoning Appeals Member - 2010 to 2015 term | vacant |
| G. Health Insurance Consortium Board representative | Lucia Tyler |
| H. Clerk for Planning Board and Board of Zoning Appeals | Robyn Carlisle-Peck |
| I. Board of Assessment Review | Dick Coogan
vacant |
| J. TC Environmental Management Council (EMC) | Lucia Tyler |
| K. TC Water Resources Council | Ken Zeserson |
| L. Cayuga Lake Watershed/ Stormwater | (vacant) |
| M. County Youth Bureau Representative | vacant (<i>check</i>) |
| N. Trumansburg Ulysses Youth Commission Reps | Deb Austic (<i>check</i>)
Michel Vonderweidt (<i>check</i>) |
| O. Recreation Partnership representative | vacant |
| P. Tompkins County Youth Services Board | vacant |
| Q. Ithaca/Tompkins County Transportation Council Planning Committee | Sue Poelvoorde |
| R. Ithaca/Tompkins County Transportation Council Policy Committee | Sue Poelvoorde |
| S. TC Fire, Disaster, and EMS Advisory Board | Kevin Romer |
| T. TC Council of Governments | R. Marino/ L. Thomas alternate |
| U. Water District Clerk | Marsha Georgia |
| V. Tompkins County Area Development | Dave Kerness |
| W. Fair Board liaison | Kevin Romer |

- | | |
|--|---------------|
| X. Historian | Nancy Dean |
| Y. Agriculture and Farmland Protection Plan
Committee Chairperson | John Wertis |
| Z. Lakeshore Zoning Committee Chairperson | Don Smith |
| AA. Water District Advisory Board Chairperson | Diane Hillman |

BE IT RESOLVED that the Attorney for the Town be Mariette Geldenhuys, Esq. and that she and her associates be consulted in accordance with the Retainer Agreement with the Town of Ulysses signed April 20, 2009, and

FURTHER RESOLVED that the Town Board agrees to the Addendum to Retainer Agreement submitted by Ms. Geldenhuys for Board consideration, which changes the hourly fees for billing to \$160 (Attorneys) and \$105 (Paralegals). All other provisions of the Agreement shall remain in full force and effect.

WHEREAS the Town Government is in a time of major transition,

BE IT RESOLVED that the Town Board authorizes the Supervisor to contract with former Supervisor and Bookkeeper Doug Austic as a consultant to provide advice to the Supervisor and the Bookkeeper appropriate for an efficient transition. Compensation is authorized at a rate of \$25 per hour, not to exceed \$2,000.

WHEREAS the Town Government is in a time of major transition,

BE IT RESOLVED that the Town Board authorizes the Supervisor to contract with former Deputy Supervisor and Planning Manager Dick Coogan as a consultant to provide advice to the Supervisor and the Zoning Officer appropriate for an efficient transition. Compensation is authorized at a rate of \$25 per hour, not to exceed \$2,000.

BE IT RESOLVED that the Town of Ulysses has adopted and will adhere to policies for a Code of Ethics, Personnel and Benefits, Procurement, Claims, Meeting Rules and Procedures, Investment, Alcohol and Controlled Substance Testing, Planning Board and Zoning Board Attendance and Training, and Emergency Preparedness. The Town Clerk shall provide to each newly elected official and to any other elected or appointed official or employee these policies, and any other planning documents or local laws upon request.

BE IT RESOLVED any member of the public wishing to present a topic on the agenda advise the Supervisor of that intent at least one week prior to the scheduled meeting, if at all possible.

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

BE IT RESOLVED that the Town Clerk will continue with the Resolution/Motion Index System initiated in 2009, identifying the Resolution/Motion number, date approved, and Title.

BE IT RESOLVED that any and all of these Organizational Resolutions be and remain subject to amendment throughout the year by the Town Board.

WHEREAS, Highway Law #142-d allows co-operative agreements for highway services and sharing of labor, equipment and supplies; and

WHEREAS, General Municipal Law Article 5-G allows and encourages municipal co-operations, by joint or contract basis, performance of powers and duties among themselves; and

WHEREAS, it is deemed beneficial to the Town of Ulysses to allow for shared highway agreements of equipment and services with other nearby municipal highway departments;

NOW THEREFORE BE IT RESOLVED that the Ulysses Town Board authorizes the Town Supervisor pursuant to Highway Law #283 to enter into agreements for shared services and equipment with other municipalities to authorize, within existing budget constraints, the Town's Highway Superintendent, pursuant to Highway Law #284 to take such action to implement said agreements consistent with Town highway needs and availability, and maintain sufficient liability coverage to protect the town in such joint efforts.

BE IT RESOLVED that the Town of Ulysses join this collaboration effort with Danby, Caroline, Enfield and Ithaca to write a generic road construction and excavation local law for Tompkins County Towns at a cost not to exceed \$500.

BE IT RESOLVED that the Town Board change the policy of giving \$40 per year of service for a retiring individual from the Town of Ulysses.

JANUARY 12, 2010 –RTB –

BE IT Resolved that the Town Board of the Town of Ulysses approve the vouchers #475 through 516 for 2009 in the amount of \$87,557.46 and vouchers #1 through 22 in the amount of \$39,002.13(total reflects less #20 in the amount of \$395)

BE IT Resolved that the Town Board of the Town of Ulysses extend the current standing contract with Chris Austin the Dog Control Officer through February 15th at a rate of \$7500 annually.

***Acceptance of Unique Natural Area County Designations**

Whereas, the Tompkins County Environmental Management Council (EMC) has designated certain areas within the Town of Ulysses as Unique Natural Areas (UNA's), as shown on the map dated September 1999 attached hereto; and

Whereas, the Planning Board is in the process of drafting a proposed amendment to the Zoning Ordinance of the Town of Ulysses for consideration by the Town Board creating a Conservation Zone; and

Whereas, the UNA's are important natural resources in the Town;

Therefore, It Is Hereby Resolved that the Town Board concurs with the designation of the UNA's and acknowledges that the UNA's are an important factor when considering a Conservation Zone.

***Appoint Lucia Tyler as representative for Health Care Consortium**

BE IT RESOLVED that the Ulysses Town Board hereby appoints Lucia Tyler as the representative to the Greater Tompkins County Municipal Health Care Consortium Board of Directors, and Kevin Romer as the alternate.

***Designate Liz Thomas and Ken Zeserson as representatives to the NY Assoc. of Towns**

BE IT Resolved that the Town Board of the Town of Ulysses designate Liz Thomas as the designated delegate to attend the business meeting of the NYS Association of Towns annual meeting and that Ken Zeserson be the alternate.

***Establish Lakeshore Zoning Committee**

BE IT Resolved that the Town Board of the Town of Ulysses approve that the Lakeshore Zoning Committee is made up of the seven (7) members previously stated. The seven are Don Smith, Rod Hawks, George Tselekis, Terry Cool, John Wertis, Kris Cail and David Kerness.

***Set crime coverage for Town officials**

BE IT RESOLVED that the following crime coverage for Town officials, appointees and employees is hereby approved as follows: \$250,000 for public employee dishonesty, \$100,000 for forgery and alterations, and excess crime coverage for the Supervisor at \$450,000, Town Clerk at \$115,000 and Town Justices at \$5,000."

***Set time for audit of financial records**

BE IT Resolved that the Ulysses Town Board shall schedule a meeting to audit the Supervisor's financial records, in compliance with Town Law section 29(10), within 20 days of the submission of the Annual Financial Report to the NYS Comptroller's office.

BE IT Resolved that the Town Board of the Town of Ulysses schedule an audit for the Town Clerk and Court Clerk on February 3rd at 3pm.

***Authorize SPCA Contract for backup to dog control officer services**

BE IT Resolved that the Ulysses Town Board authorizes the Supervisor to sign the proposed 2010 contract with the Tompkins County SPCA for impoundment and back up dog control officer services.

Mr. Kerness moved a friendly amendment to the above resolution to have the contract read as it is but under #14 at the end it would read provided that the clause #14 can be amended to read “resulting from the actions of Town employees or agents or clause #14 is deleted completely or clause #14 is amended to make a parallel provision for mutual indemnification before signing said contract.

JANUARY 28, 2010 STB

*** Designate “Library Month”**

Ms. Marino moved to suspend the rule for supermajority resolution to consider the library proclamation, seconded by Mr. Kerness and Ms. Tyler.

BE IT Resolved that the Town Board of the Town of Ulysses authorize Supervisor Marino to sign the proclamation for “Library Month”.

Ms. Marino moved to suspend the supermajority rule to allow the Board to address the resolution to add two members to the Ag Farmland Committee, seconded by Mr. Kerness.

***Authorizing Farmland Protection Committee to add two new members.**

BE IT Resolved that the Town Board of the Town of Ulysses authorizes the Ag Farmland Protection Committee to add two additional members making them a committee of nine.

FURTHER Resolved that Allison Pritts and Mark Ochs be appointed to that committee per the recommendation of the Ag Farmland Committee.

BE IT Resolved that the Town Board of the Town of Ulysses go into executive session to discuss matters related to the appointment, promotion, demotion, discipline, or removal of particular personnel (legal phrasing for the particularity of the subjects of discussion).

FEBRUARY 9, 2010 RTB –

***Approve minutes of 12/8/09, 1/4/10, 1/12/10**

BE IT RESOLVED that the Town Board of the Town of Ulysses approve the minutes of the Regular Town Board meeting of December 8, 2009, with the changes and corrections made tonight.

BE IT RESOLVED that the Town Board of the Town of Ulysses approve the minutes of the Organizational Town Board meeting of January 4, 2010, with the changes and corrections made tonight.

BE IT RESOLVED that the Town Board of the Town of Ulysses approve the minutes of the Regular Town Board meeting of January 12, 2010 with the changes and corrections made tonight.

***Approve budget modifications and vouchers**

BE IT RESOLVED that the Town Board of the Town of Ulysses approves to increase A5132.2 Highway by \$61,000 for a total of \$64, 000 and increase A5031 Reserve Usage by \$61,000 transferring this out of Capital Reserve Savings Account (#19202000508)

BE IT RESOLVED that the Town Board of the Town of Ulysses approve the previous examined vouchers #23 through 84, and the addition of voucher #20 that was removed last month for the Ithaca Journal (voucher #20) in the amount of \$395.01 for a total of \$64,683.17.

***Stormwater Contract with Soil and Water Conservation**

BE IT RESOLVED that the Town Board of the Town of Ulysses authorize Supervisor Marino to renew the agreement with Tompkins County Soil and Water to have them provide Ulysses with the technical review for Stormwater.

***Appointment of Liz Thomas and Kevin Romer to the Emergency Management Service Task Force,**

BE IT RESOLVED that the Town Board of the Town of Ulysses appoint Kevin Romer and Liz Thomas to the Village of Trumansburg EMS Task Force group.

***Change of language to the fire contract**

BE IT Resolved that the Town Board of the Town of Ulysses approve the wording for the Fire Contract with the following changes to the wording:

“5. this contract shall be for a term of one calendar year, beginning January 1, 2010 and ending December 31, 2010. The parties hereto acknowledge that the Village of Trumansburg may implement a new arrangement for provision of emergency medical services during calendar year 2010. If the Village forms a new entity for provision of such services, the parties agree that the provisions of this Agreement which pertain to emergency medical services may be assigned to such new entity. Any new arrangement by the Village to bill service recipients for emergency medical services shall require prior written approval of each town and the adoption by each town of rules and regulations authorizing billing for such services.”

***Change of TB meeting date and time**

BE IT RESOLVED that the Town Board of the Town of Ulysses change the second meeting of the Town Board from the 4th Thursday at 7 pm to the 4th Tuesday at 7:30 p.m. The first meeting will be February 23rd at 7:30 p.m.

***Appoint Richard Coogan to BZA and David Means to Assessment Advisory Board**

BE IT RESOLVED that the Town Board of the Town of Ulysses appoint Richard Coogan to the five year term on the Zoning Board of Appeals.

BE IT RESOLVED that the Town Board of the Town of Ulysses appoint David Means to serve on the Local Assessment Advisory Board.

***SPCA contract through Tompkins County Animal Control**

BE IT RESOLVED that the Town Board of the Town of Ulysses approve the contract with the SPCA as follows:

This Animal Control Services Agreement is effective as of the __the day of February, 2010, by and between the SPCA of Tompkins County, a not-for-profit corporation created and existing under the laws of the State of New York, having its principal place of business at 1640 Hanshaw Road in the Town of Dryden, County of Tompkins, State of New York dba: **TOMPKINS COUNTY ANIMAL CONTROL (TCAC)**, and the **Town of Ulysses**, a municipal corporation of the State of New York.

In consideration of the covenants contained herein and other good and valuable consideration, the parties hereby agree as follows:

1. This Agreement has a term of 3 years beginning January 1, 2010 through December 31, 2012 and includes the Consortium of Towns of Newfield, Enfield, Danby, Caroline, Ulysses, Ithaca, and the City of Ithaca.
2. The terms of a new 3-year Agreement must be established before July 31, 2012
3. If a municipality states its intention to terminate its participation after three years, the TCAC budget, for the reduced workload, will be divided up with the participating municipalities per their respective total of human and dog populations pursuant to the formula set forth on page 4, under "Fiscal Matters", par.2.
4. If a municipality exercises its right to terminate this agreement with 60 days notice, the Advisory Board, as defined on page 2, will recommend a financial solution for the remainder of that calendar year. That financial solution must be ratified by the Boards of the SPCA of Tompkins County and the remaining participating municipalities. If universal ratification cannot be achieved, this agreement will be terminated for all parties within 60 days of such impasse.

5. Each participating municipality will by resolution deputize TCAC as the dog control agency and notify the New York State Department of Agriculture & Markets of that action. Each municipality will grant TCAC access to the New York State database for dog licenses.

ADVISORY BOARD

1. TCAC Advisory Board will be comprised of three members chosen by the participating municipalities and appointed by resolution of each participating municipality, serving along side three SPCA board members and one TCAC senior staff.
2. The Advisory Board will be the body to negotiate terms of any future agreements.
3. The Advisory Board will review dog control statistics and financials data and recommend procedures and policies to the Consortium municipalities and TCAC.
4. The annual budget for dog control will be recommended by the Advisory Board to the Consortium municipalities and TCAC by October 1st of the year prior to its implementation for approval separately by each party of the Consortium.
5. The Advisory Board will also be the panel for hearing and resolution of disputes between a participating municipality and management of TCAC.

DOG CONTROL SERVICE

1. Within the physical boundaries of the Municipality, the TCAC, through its duly appointed agents and employees, will serve as the “dog control officer” pursuant to Article VII of the Agriculture and Markets Law of the State of New York (the “Law”) and, in such capacity, will enforce the provisions thereof, including any rules and regulations promulgated thereto or hereunder. The dog control officers will have the required Division of Criminal Justice Services (“DCJS”) training and be certified peace officers.
2. Within the physical boundaries of the Municipality, the TCAC, through its duly appointed agents and employees, will provide the following services, including but not limited to:
 - a. Seize and impound unlicensed dogs of which the TCAC becomes aware, as described in local laws, as well as any dog found off an owner’s premises not wearing the tag required by Law;
 - b. Enforce provisions of quarantine orders enacted pursuant to Sections 122 and 123 of the Law whenever such laws are in effect within Tompkins County;

- c. Provide and maintain a shelter or pound for seized dogs and for lost, stray, abandoned, or homeless dogs in accordance with Section 115 of the Law. Note this shelter is not required to be within the physical boundaries of the Municipality;
 - d. All seized and unredeemed dogs pursuant to Section 118 of the Law will be humanely destroyed (in accordance with the procedures described in the Law) or make them available for adoption through the SPCA of Tompkins County;
 - e. Provide proper and veterinary care for all dogs in the shelter described in Section 2(c) above, which shelter shall be under the care and charge of a competent and trained employee(s); and
 - f. TCAC will:
 - i. Require proof of or provide rabies vaccination prior to adoption or redemption, and
 - ii. Provide for licensing under the authority of the participating Municipality, and
 - iii. Keep records as required by sections 114(5) & (6) of the Law; and
 - g. Maintain a regular schedule during which the shelter described in Section 2(c) above will be open to the public.
3. The TCAC will enforce the provisions of any lawful dog control law or ordinance of the Municipality, including TCAC will prepare and issue appearance tickets in a prompt and timely manner (where called for within the Municipality's corporate limits) and respond to reasonable requests for service within six (6) business hours. The Municipality will be made aware within 24 hours of any requests for service where TCAC didn't respond. The TCAC will strive to talk to owners as a first response to any request for service so that disputes may be resolved prior to the issuance of an appearance ticket, but recognize that some situations require immediate action.
4. Each municipality will send out notices of dog license renewal and notice of expired license if needed. The Municipality will notify TCAC of any dog owners holding an overdue dog license. TCAC will make reasonable attempts to make physical contact with the dog owner to deliver court appearance tickets.
5. TCAC will not issue or enforce any type of warrant, including, but not limited to, bench, arrest, and search and seizure warrants. However, the TCAC may accompany a police officer, upon request of the officer so named in any search and/or seizure warrant, where animal control or welfare issues may, will or do arise in connection with enforcement or execution of any such warrant. Neither the TCAC, nor any of its employees, officers, or animal control personnel

(hereinafter referred to collectively as its “Agents”), shall be required to act as a prosecutor to enforce issued appearance tickets before any Court or Magistrate. TCAC will, however, with respect to those matters as to which TCAC personnel have personal knowledge, provide witnesses for any court proceeding as required by the Municipality without any cost to that Municipality.

6. Responses to requests for service shall be provided on a 24-hour, seven days per week basis. Requests are considered “Emergency” where they occur outside the hours of 9:00 a.m. and 5:00 p.m., Monday through Friday, and 9:00 a.m. and 4:00 p.m. on Saturday and Sunday. TCAC reserves the exclusive right to determine if a situation qualifies as an emergency. The Municipality will be made aware via email or phone call within 24 hours of any requests for emergency service for dog control that were denied.

FISCAL MATTERS

1. The annual charge for dog control service for 2010 will be \$14, 802. The cost distribution is based on the year 2000 human population.
2. For 2011 and beyond, the distribution of costs, determined by TCAC, will be prorated by a sum of human and dog populations for each participating municipality as its fraction of the total human and dog population for the Consortium. TCAC will notify the Municipality in writing by September 30th of each year of the annual charge to the Municipality for the next year.
3. The parties agree that the TCAC shall be compensated by participating municipalities for its performance of the above-described services as follows. If the contract is not paid in full, then any outstanding balance shall be paid down in equal monthly increments over the course of the year. Each monthly payment shall be paid by the Municipality on or about the 15th day of the month following the month in which services were rendered.
4. TCAC will remit to the Municipality all impoundment and license fees collected by the 15th of each month. The SPCA of Tompkins County will be entitled to retain all adoption fees. The adoption fee schedule shall be consistent for all municipalities that are participating in this Consortium.
5. The SPCA does not have the right to waive impoundment fees.

DOG CENSUS

1. The Advisory Board shall develop proposed language for dog census protocol and present to each participating municipality of the Consortium for approval to add as an addendum to this Agreement.

2. Each participating municipality must complete a dog census by September 30, 2010. The dog census process must meet the protocol's requirements.
3. Each participating municipality must update its dog census every three (3) years.

MISCELLANEOUS

1. This Agreement shall commence as of February __, 2010 and continue through December 31, 2012. TCAC and the Municipality, reserve the right to terminate the agreement at any time for any reason by giving the TCAC and the remaining municipalities sixty (60) days written notice. Notices shall be delivered by hand, certified mail-return receipt requested, or overnight delivery courier. Notices shall be addressed to the Supervisor or Mayor at the municipal offices (in the case of notice to a town or city), or to the SPCA's Executive Director at the address listed above (in the case of notice to the SPCA). Notices are deemed given when received.
2. The TCAC shall allow the Municipality, upon five (5) days' written request, to inspect TCAC's books and records during normal business hours, excluding confidential information pertaining to individuals. The TCAC will deliver to the Advisory Board quarterly reports of all activities and financials.
3. TCAC will maintain general liability insurance coverage in a minimum amount of \$1,000,000 per occurrence, with a \$2,000,000 general aggregate. The Municipality shall be named an unrestricted additional insured, and the policy shall:
 - Be purchased from an A.M. Best rated "secured" New York State licensed insurer.
 - Contain a 30-day notice of cancellation, non-renewal or material change.
 - State that the organization's coverage shall be primary coverage for the Municipality, its Boards, officers, employees, agents and volunteers.
 - The Municipality shall be listed as an additional insured by using endorsement CG 2026 or broader. The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance.
 - Be written on an occurrence basis.

TCAC acknowledges that failure to obtain such insurance on behalf of the Municipality constitutes a material breach of contract. TCAC is to provide the Municipality with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of its services. The failure of the Municipality to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by the Municipality.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first written below.

BE IT Resolved that the Town Board of the Town of Ulysses authorizes the Town Supervisor to sign a grant application to the New York State Energy Research Authority (NYSERDA), currently known as RFP 10.

FURTHER Resolved the grant would provide funds for a staff person or persons, or consultant to work among several municipalities in Tompkins County to work on the following types of projects:

- * Projects to perform energy management functions
- * Projects to inventory local greenhouse gas emissions and developing reduction plans
- * Projects to develop zoning guidelines for sustainable development
- * Projects to implement regional plans that reduce energy use in various sectors

The grant submission is a collaboration between the Towns of Danby, Dryden, Caroline, Enfield, and Ulysses. Ulysses will not be the lead agency for the submission, and there is no cost to the Town associated with inclusion as a collaborator. The date for submission is February 17, 2010.

Whereas there are many unresolved environmental issues associated with (hydrofracking) gas drilling,

BE it resolved that the Town of Ulysses will not lease any of its property for gas drilling, nor sell any water from its municipal source for that purpose.

FEBRUARY 23, 2010 STB

***Appoint Citizen's Advisory Board for Gas Drilling**

RESOLUTION TO CREATE A
CITIZEN'S ADVISORY BOARD TO FOCUS ON
DRILLING FOR GAS IN THE MARCELLUS SHALE

Whereas extracting natural gas from the Marcellus Shale by means of hydrofracturing is a complex topic with potential negative effects on water, air, roads, community, and legislated land uses within the Town of Ulysses limits; and

Whereas according to Article IX of the New York State Constitution, it is the Town's duty to enact laws to protect the safety, health, and well-being of persons or property within the Town borders; and

Whereas without paid staff to work on this subject, the Town Board does not have sufficient information to make critical decisions.

Therefore be it resolved that the Town of Ulysses appoint a Gas Drilling Advisory Board consisting of citizens from within the Town of Ulysses and Village of Trumansburg to assist in collecting information. Suggested tasks involve but are not limited to:

- Providing the Town Board with background material specifically to explore road protection ordinances and driveway permits.
- Explore protections for residents living in close proximity to wells regarding noise, light, air quality, water quality, and disposal of waste water from drilling activities.
- Collect data on existing vertical wells, abandoned or active. Provide data on lease lands to keep residents aware of drilling activities within the Town.
- Work with other municipalities to exert local control over land uses and watershed management.
- Explore mechanisms to affect placement of pipelines throughout the Town.
- Implement local education programs.

Be it also resolved that Ken Zeserson will serve as chair of the Gas Drilling Advisory Board and Elizabeth Thomas will serve as Town Board liaison. The Advisory Board will attempt to include representation from the Village of Trumansburg in order to help advise Village Trustees on topics of concern specifically to the Village. The Board will consist of 5 citizens at most, with the following having been identified:

Ken Zeserson
Michelle Bamberger
Robert Oswald
Judy Abrams

Ms. Marino moved to go into executive session to discuss matters related to the appointment, promotion, demotion, discipline, or removal of particular personnel. Mr. Kerness seconded the motion and the vote was taken.

BE IT Resolved that the Town Board of the Town of Ulysses approve that all elected officials of the Town sit at the tables.

MARCH 9, 2010 RTB

***Approval of vouchers**

BE IT Resolved that the Town Board of the Town of Ulysses approve voucher numbers 85 through 90 and 92 through 137 in the amount of \$103,165.28.

***Allowing Court Justices to contract for outside Clerk services**

Whereas the Town Court Clerk is in the hospital and is expected to be out two to four weeks;

BE IT RESOLVED that the Town Board of the Town of Ulysses allow the Town Justices to contract for services up to 40 hours per week for \$15 per hour.

***Purchase of Tables**

BE IT RESOLVED that the Town Board of the Town of Ulysses approve the purchase of the tables for the conference and be paid for out of the A Fund.

BE IT RESOLVED that the Town Board of the Town of Ulysses approve to increase A5132.2 Highway Barns by \$3000 and decrease Capital Building Reserve by the \$3000,

***Authorize Supervisor to sign CCE contract**

BE IT RESOLVED that the Town Board of the Town of Ulysses authorize Supervisor Marino to sign the contract with Cornell Cooperative Extension.

***Entering Insurance Consortium**

AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH THE GREATER TOMPKINS COUNTY MUNICIPAL INSURANCE CONSORTIUM

Whereas, the Tompkins County Council of Governments (TCCOG) is comprised of all the municipalities in Tompkins County and

Whereas, the Town of Ulysses is a member of the Tompkins County Council of Governments (TCCOG), and

Whereas, health care costs for Tompkins County and other local governments have been increasing each year at rates much higher than inflation, which can be addressed by pooling our buying power,

Whereas,, in 2007, the County, on behalf of TCCOG, accepted an incentive grant award under the New York State Shared Municipal Services Program to assist the municipalities in Tompkins County to create local municipal health care consort into, and

Whereas. the Greater Tompkins County Municipal Health Insurance Consortium developed health benefits coverage for all participating municipalities with the intent of providing a net savings to the taxpayers of Tompkins County, a goal the Town of Ulysses supports, and

Whereas, TCCOG encourages the signature of an inter-municipal agreement by TCCOG members, an

RESOLVED, on recommendation of the Town Board, the Chief Elected Official of the Town of Ulysses is hereby authorized to execute a municipal cooperative agreement effective May 1, 2010, with the Greater Tompkins County Municipal Health Insurance Consortium for the, New York State Shared Municipal Services Program.

***Investigate installation of water meter**

BE IT RESOLVED that the Town Board of the Town of Ulysses move forward with the Town of Ithaca to install a water meter to better track the water usage the Town of Ithaca charges the Town assuming that the cost of the project will be split 50/50 at a total cost of the \$125,000.

Friendly amendment moved by Ms. Tyler, seconded by Ms. Thomas

Further resolve that if the Town goes forward 50/50 on this meter all of the penalty charges will be removed.

Ms. Marino moved to go into executive session to discuss matters related to the appointment, promotion, demotion, discipline, or removal of particular personnel. Mr. Kerness seconded the motion and the vote was taken.

MARCH 15, 2010 STB

***Authorize Supervisor to sign Fire Protection Agreement**

BE IT RESOLVED that the Town Board of the Town of Ulysses authorize Ms. Marino to sign the contract with the Village of Trumansburg for the Fire Protection Agreement for 2010.

BE IT RESOLVED that the Town Board of the Town of Ulysses authorize the payment of voucher #91 in the amount of \$398.34 to USA Blue Book.

2009 Budget adjustment:

A Fund	Increases	
<u>Budget line</u>	<u>Name</u>	
1010.4	Town Board CE	8.86
1112.1	Justice Clerk PS	6.02
1411.1	Deputy Town Clerk	.12
1620.4	Buildings CE	2,147.10
1670.4	Central Print/Mail	1,041.18
3510.1	Dog Control PS	0.04
5132.2	Town Barn Capital	4,078.26

5132.4	Garage CE	325.71
5182.4	Street Lighting CE	27.33
7301.4	Youth CE	7054.57
9030.8	Social Security Town	<u>1,030.77</u>
Total Increases		25,711.10

A Fund Decreases

<u>Budget line</u>	<u>Name</u>	
1110.4	Justices CE	1,521.16
1410.4	Town Clerk CE	2,455.55
1420.4	Attorney CE	2,580.50
1450.4	Elections CE	2,632.00
1650.4	Central Communic	3,947.95
1990.4	Contingency	9,323.00
9010.8	State Retirement	<u>3,250.94</u>
Total Decreases		25,711.10

2009 Budget adjustments:

DA Fund Increases

<u>Budget line</u>	<u>Name</u>	
5130.4	Garage CE	350.00
5140.1	Brush and Weeds	<u>1,015.33</u>
Total Increases		1,365.33

DA Fund Decreases

<u>Budget line</u>	<u>Name</u>	
5142.4	Snow Removal CE	<u>1,365.33</u>
Total Decreases		1,365.33

2009 Budget adjustments:

DB Fund Increases

<u>Budget line</u>	<u>Name</u>	
5110.1	General Repairs PS	<u>330.71</u>
Total Increases		330.71

DB Fund	Decreases	
<u>Budget line</u>	<u>Name</u>	
9040.8	Workman's Comp	<u>330.71</u>
Total Decreases		330.71

2009 Budget adjustments:

B Fund	Increases	
<u>Budget line</u>	<u>Name</u>	
8020.4	Planning CE	13,079.44
9010.8	State Retirement	<u>999.56</u>
Total Increases		14,071.00

B FUND	Decreases	
<u>Budget line</u>	<u>Name</u>	
8023.4	Comp Plan CE	<u>14,071.00</u>
Total Decreases		14,071.00

2010 Budget adjustment:

Dog Control and Impoundment: Need to adjust budget to reflect the change to SPCA contract:

Decrease **A3501.4 Dog Control PS** to \$1,250 (move the \$6750 left into Dog Control CE 3510.4)

Decrease **A1990.4 Contingency Account** by \$5,552 (move to Dog Control CE) – 1990.4 budget line becomes \$9,448)

Increase **Dog Control CE 3510.4** to \$14,802

Change SW38310.1	to	\$15,929.
Change SW28311.1	to	11,777.

Ms. Marino explained that at the time the 2010 budget was passed these two salaries in Water District #3 were left with a 3% increase when the Board's intention was that all salaries would be 1%. This Fund got overlooked.

Ms. Marino moved to go into executive session to discuss matters related to the appointment, promotion, demotion, discipline, or removal of particular personnel. Mr. Kerness seconded the motion and the vote was taken.

MARCH 23, 2010 STB

***Approve minutes 1/28, 2/9, 2/23**

BE IT RESOLVED that the Town Board of the Town of Ulysses to approve the minutes from the Regular Town Board meeting of February 9, 2010 and the Special Town Board meetings of January 28, 2010 and February 23, 2010 as corrected by Ms. Poelvoorde and emailed to the Board.

BE IT RESOLVED that the Town Board of the Town of Ulysses approve the following 2009 budget modifications:

B Fund

Increase B8021.1	Planning Manager PS	\$1,909.80
B9055.8	Disability Insurance	4.50
Decrease B1990.4	Contingency Account	1,914.30

- Ms. Marino aye
- Ms. Thomas aye
- Ms. Tyler aye
- Mr. Kerness aye
- Mr. Romer aye

Adopted

2010 Budget Modifications

SW3 Water

Increase SW39040.8	Workers Comp	272.00
Decrease SW38340.4	Trans./Dist CE	272.00

***Triathlon**

BE IT RESOLVED that the Town Board of the Town of Ulysses authorize Supervisor Marino to write a letter to Jane Miller, Director of the Cayuga Lake Triathlon giving them permission to use public roads in the Town’s jurisdiction for the bicycle portion of the race on August 1, 2010.

***Establish Water Distribution and Maintenance Operator Position
RESOLUTION TO ESTABLISH WATER DISTRIBUTION AND MAINTENANCE
OPERATOR POSITION**

Be it resolved that:

The Town of Ulysses hereby establishes the competitive class position of Water Distribution and Maintenance Operator, as approved by the Tompkins County Personnel Department dated February 22, 2010 and amended by the Town Board March 23, 2010 (position description attached to this resolution). The Water Distribution and Maintenance Operator is responsible for the maintenance, daily operation, and repairs of Town water systems so as to ensure continued distribution of potable water to the customers.

Be it further resolved that:

This resolution rescinds and supersedes all previous resolutions by the Ulysses Town Board pertaining to the above-described job functions.

***Appoint Water Distribution and Maintenance Operator
RESOLUTION TO APPOINT A WATER DISTRIBUTION AND MAINTENANCE
OPERATOR**

The Ulysses Town Board hereby appoints Douglas Austic to the position of Water Distribution and Maintenance Operator until December 31, 2010. This is a provisional appointment, pending either re-classification of the position to non-competitive status or successful final rating on the necessary competitive examination. This resolution supersedes all previous resolutions by the Ulysses Town Board pertaining to the job functions associated with operation, maintenance, and repair of Town water systems.

BE IT RESOLVED that the Town Board of the Town of Ulysses approves to have future Town Board minutes reflect any official actions with the motions, resolutions and the vote and

Further resolve that individual agenda items have a short synopsis and indicate the general time of the topic and discussion.

APRIL 13, 2010 RTB

BE IT RESOLVED that the Town Board of the Town of Ulysses approve the previous examined vouchers #'s 138 through 191 in the amount of \$170,208.17.

***Establish new Code of Ethics Policy**

BE IT RESOLVED that the Town Board of the Town of Ulysses approve the Code of Ethics policy as amended March 13th, 2010 as follows:

TOWN OF ULYSSES – CODE OF ETHICS

WHEREAS, the General Municipal Law provides that all towns shall enact a Code of Ethics and that it be filed with the State Comptroller on or before December 31, 1970, and

WHEREAS, this Town Board believes that a Code of Ethics will provide town public officials and employees with adequate and definitive guidelines for their official conduct, be it

RESOLVED, that the Town Board of the Town of Ulysses does hereby enact and adopt the following resolution and that a certified copy be sent to the comptroller of the State of New York and also one copy be posted on the Town Clerk's bulletin board:

Section 1. Pursuant to the provisions of Section Eight Hundred Six of the General Municipal Law, the Town Board of the Town of Ulysses recognizes that there are rules of ethical conduct for public officials and employees which must be observed if a high degree of moral conduct is to be obtained and if public confidence is to be maintained in our unit of local government. It is the purpose of this resolution to promulgate these rules of ethical conduct for the officers and employees of the Town of Ulysses. The rules of ethical conduct of this resolution as adopted, shall not conflict with, but shall be in addition to any prohibition of Article Eighteen of the General Municipal Law or any other general or special law relating to ethical conduct and interest in contracts of municipal officers and employees.

Section 2. – Definition

- A. **“Municipal Officer or Employee”** means an officer, appointee, or employee of the Town of Ulysses, whether paid or unpaid, including members of any administrative board, committee, commission or other agency thereof. No person shall be deemed to be a municipal officer or employee solely by reason of being a volunteer fireman or civil defense volunteer, except a chief engineer or assistant chief engineer.
- B. **Interest** means a pecuniary or material benefit accruing to a municipal officer or employee unless the contract otherwise requires.

Section 3. – Standards of Conduct.

Every officer or employee of the Town of Ulysses shall be subject to and abide by the following standards of conduct:

- A. **Gifts.** He/she shall not directly or indirectly (through family members), solicit any gift; or accept or receive any gifts having an annual cumulative value greater than seventy-five dollars and that \$75 referred to is the limit of all permissible gifts to an affected employee or public official regardless of number of such gifts. The gifts could be in the form of money, services, loan travel, entertainment, hospitality, promise or any other form, under circumstance in which it could reasonably be inferred that the gift was intended to influence him/her or could reasonably be expected to influence him/her, in the performance of his/her official duties or was intended as a reward for any official action on his/her part.
- B. **Confidential Information.** He/she shall not disclose confidential information acquired by him in the course of his official duties or use such information to further his personal interests.
- C. **Representation before one's own agency.** He/she shall not receive, or enter into any agreement, express or implied, for compensation for services to be rendered in relation to any matter before any municipal agency of which he is an officer, member or employee or of any municipal agency over which he has jurisdiction or to which he has the power to appoint any member, officer or employee.
- D. **Representation before any Agency for a contingent fee.** He shall not receive, or enter into any agreement, express or implied for compensation for services to be rendered in relation to any matter before any agency of his municipality, whereby his compensation is to be dependent or contingent upon any action by such agency with respect to such matter, provided that this paragraph shall not prohibit the fixing at any time of fees based upon the reasonable value of the services rendered.
- E. **Disclosure of Interest in Legislation.** To the extent that he knows, thereof, a member of the Town Board and any officer or employee of the Town of Ulysses, whether paid or unpaid, who participates in the discussion or gives official opinion to the Town Board on any legislation before the Town Board shall publicly disclose on the official record the nature and extent of any direct or indirect financial or other private interest he has in such legislation.
- F. **Investments in Conflict with official Duties.** He shall not invest or hold any investment directly or indirectly in any financial, business, commercial or private transaction, which creates a conflict with his official duties. In the event such a conflict exists he or she shall recuse him or herself from any decisions involving such conflicts
- G. **Appearance of Impropriety.** A public official or employee must avoid circumstances that compromise his/her ability to make decisions solely in the public interest or create an appearance of impropriety.

H. **Recusal.** A public official or employee must rescue himself when faced with the above conflicts. Recusal defined-Recusal means that the official may not deliberate, vote, or participate in any way in such matter. The official should disclose his or her conflict and remove him or herself from the board.

I. **Town Property.** No employee or public official shall use town property or assets for personal purposes or profit or to benefit a private party. Use of town property or assets restricted to the conduct of official business and for the benefit of all residents.

J. **Nepotism.** Spouses and other family members may not serve in positions creating a conflict of interests, the appearance of a conflict or consolidation of power in one board.

K. **Private Employment.** He/she shall not engage in, solicit, negotiate for or promise to accept private employment or render services for private interests when such employment or services creates a conflict with or impairs the proper discharge of his official duties.

L. **Future Employment.** He shall not, after the termination of service or employment with such municipality, appear before any board or agency of the Town of Ulysses in relation to any case, proceeding or application in which he personally participated during the period of his service or employment or which was under his active consideration.

M. **Subordinates.** No public official shall solicit political contributions from subordinates.

N. **Incompatible Positions.** A public official is prohibited from (a) holding positions when one is subordinate to the other (b) Holding positions when the duties of the positions conflict.

Section 4. – Right to File Claims.

Nothing herein shall be deemed to bar or prevent the timely filing by a present or former municipal officer or employee of any claims, account, demand or suit against the Town of Ulysses, or any agency thereof on behalf of himself or any member of his family arising out of any personal injury or property damage or for any lawful benefit authorized or permitted by law.

Section 5 – Distribution of Code of Ethics.

The Town Clerk of the Town of Ulysses shall give a copy of this Code of Ethics to every public official and employee of the Town of Ulysses upon appointment or request or update of document. A signed document reflecting receiving and

understanding of Ulysses Code of Ethics Policy (see attachment 1) must be returned to the Town Clerk within 3 months. The attorney for the Town shall provide annual training for Ulysses public officials and employee's concerning the requirements of the Town Code of Ethics.

Section 6 – Penalties.

Any Town of Ulysses employee or public official may submit in writing alleged ethical issues or concerns to the Tompkins County Ethics Board for review and investigation. Infractions of the Code of Ethics that are confirmed by such investigation will be referred to the Town Board for action.

Section 7 – Effective Date.

This resolution shall take effect 30 days after it is filed as provided in Section Twenty-seven of the Municipal Home Rule Law.

This is to certify that the above Revised Code of Ethics was adopted by the Town Board of the Town of Ulysses April 13, 2010.

MEMORANDUM

The purpose of this Memorandum is to advise each employee, appointee, and public official of changes to the Code of Ethics Policy for the Town of Ulysses. A copy of the Code of Ethics is attached to this Memorandum for your information.

Please review the attached Ethic's Policy and if there are any components of the Policy that you do not understand or would like to comment on, please send your questions in writing or via e-mail to: Marsha L. Georgia, Town Clerk 10 Elm Street, Trumansburg, NY - email - touclerk@twcny.rr.com

After reviewing the Code of Ethics Policy, sign the attached declaration affirming that you have read and understood the Policy and return this sheet to Marsha L. Georgia, Ulysses Town Clerk. If you feel you cannot sign the declaration, you will need to attend the Ethics Training provided by the town of Ulysses.

Each employee and elected official should be aware that the gift limit described therein is a cumulative, annual gift limit and that the \$75 referred to is the limit of all permissible gifts to an affected employee or official regardless of the number of such gifts.

Beginning January 13, 2009 any alleged infractions of the Town of Ulysses Code of Ethics Policy will be referred to the Tompkins County Board of Ethics for investigation. Infractions of the Code of Ethics that are confirmed by such investigations will be referred to the Town Board for action.

**Town of Ulysses – Code of Ethics
Declaration**

Town of Ulysses Code of Ethics Policy

I _____ have received a copy of the Code of Ethics Policy for the Town of Ulysses. I have read and understand the Code of Ethics Policy for the Town of Ulysses and understand that it is my responsibility as an elected official, public official, or staff member for the Town of Ulysses to adhere to its requirements.

If you cannot sign this declaration it is mandatory for you to attend the Town of Ulysses Ethics training.

I understand that any alleged violations of the Town of Ulysses Code of Ethics Policy will be referred to the Tompkins County Board of Ethics for review and investigation.

Date

Signature

***Withdraw Supplemental Generic Environmental Impact Statement**

REQUEST TO GOVERNOR DAVID A. PATERSON to Withdraw the draft Supplemental Generic Environmental Impact Statement Related to Horizontal Drilling and High-Volume Hydraulic Fracturing to Develop Marcellus Shale and Other Low-Permeability Gas Reservoirs

WHEREAS, the Town of Ulysses, a community in Tompkins County is wholly located above a portion of the Marcellus Shale formation, a low-permeability rock formation estimated to contain reserves of natural gas; and

WHEREAS, recent technological developments including horizontal drilling and high-volume hydraulic fracturing have enabled energy exploration companies to potentially mine this resource in New York State, including the Town of Ulysses; and

WHEREAS, the Town of Ulysses recognizes the need for interim energy sources as our state and country transition to widespread economical renewable energy use; and

WHEREAS, the Town of Ulysses recognizes that, if properly regulated, the development of natural gas resources in New York State could present some communities and residents with financial benefit; and

WHEREAS, the Town of Ulysses also realizes that the aforementioned potential financial benefits could easily be offset by unforeseen and preventable damage to the Upstate economy, including the tourism, wine, agriculture and education industries, should development of natural gas resources be allowed to continue in a largely unregulated manner; and

WHEREAS, land-use planning in the Town of Ulysses is guided by a Comprehensive Plan and Zoning Ordinance; and

WHEREAS, in addition to residential, commercial and industrial zones, the Town of Ulysses is also comprised of sizable areas unique natural areas, ecologically fragile surface waters, or other land unsuitable for surface disturbance, and

WHEREAS, through the Comprehensive Plan process, Town of Ulysses residents have overwhelmingly identified environmental protection as a top priority for consideration in land-use and growth management policies; and

WHEREAS, the Town of Ulysses has historically taken an active role in the siting and permitting of development within its borders, including industry; and

WHEREAS, it is generally recognized that NYSDEC has assumed de facto siting and permitting authority related to the exploration and extraction of natural gas; and

WHEREAS, the process of hydraulic fracturing involves the use, retention and disposal of millions of gallons of fracturing fluid and wastewater that is high in dissolved solids and contains toxic and radioactive materials, some of which are not subject to public disclosure requirements; and

WHEREAS, there are no requirements for closed, above-ground storage facilities, nor pre-treatment requirements, for the fracturing fluid and wastewater generated during the fracturing process; and

WHEREAS, the United States Environmental Protection Agency is preparing to undertake an investigation of the impacts of hydraulic fracturing on the environment; and

WHEREAS, there have been hundreds of reported spills, fires and contaminated water supplies related to conventional vertical well drilling in New York State, and surface contamination related to the retention and disposal of fracturing fluid and wastewater from natural gas operations; and

WHEREAS, staff resources of the NYSDEC Division of Mineral Resources, Bureau of Oil and Gas Regulation are dangerously inadequate to manage current drilling activities in New York State and, so, are not sufficient to handle the widespread proliferation of deep well horizontal drilling and hydraulic fracturing; and

WHEREAS, the proposed fee structure related to permitting new wells would not provide finances adequate to staff NYSDEC to the degree necessary to process and manage an onslaught of new and more complicated drilling operations, thereby potentially creating a taxpayer subsidy for the oil and gas industry; and

WHEREAS, there is no strict liability requirement for natural gas drilling waste releases by energy companies, potentially shifting the financial burden of remediating contamination related to drilling and extraction to taxpayers; and

WHEREAS, New York State's Spill Remediation Fund may only be available for emergency response related to oil spills, excluding emergencies related to natural gas; and

WHEREAS, reporting requirements for uncontrolled oil and gas releases are currently insufficient and could be made similar to those for leaking underground storage tanks; and

WHEREAS, according to NYSDOT, New York State and Tompkins County reportedly contain the alarmingly high percentage (37%) of structurally deficient or functionally obsolete bridges; and

WHEREAS, the widespread development of natural gas resources in New York State would involve the regular transport of heavy equipment and routine hauling of large volumes of hydraulic fluid and hydraulic fracturing wastewater over state, county and municipal roads and bridges, creating potentially dangerous conditions and a potential financial burden for taxpayers; and

WHEREAS, foreknowledge of the siting of industrial facilities related to natural gas development is critical to acquiring an understanding of future road usage for bonding and planning purposes, and no such advance notification requirement exists; and

WHEREAS, a comprehensive analysis of the statewide impacts of natural gas development utilizing a "full build-out" scenario has not been done; and

WHEREAS, the Town of Ulysses has a responsibility to preserve and protect its natural resources, water resources, infrastructure, and residents' quality of life.

NOW, THEREFORE BE IT

RESOLVED, that the Town of Ulysses Board hereby requests that the Honorable David A. Paterson, Governor, withdraw from the current SEQRA review the Draft Supplemental Generic Environmental Impact Statement On The Oil, Gas and Solution Mining Regulatory Program- Well Permit Issuance for Horizontal Drilling And High-Volume Hydraulic Fracturing to Develop the Marcellus Shale and Other Low-Permeability Gas Reservoirs, as the aggregate protection provided therein is inadequate to safeguard the public health, environment and economy of New York State.

BE IT FURTHER RESOLVED that the Town Board of the Town of Ulysses requests that no new permits be issued for horizontal drilling and deep well hydraulic fracturing until the aforementioned and following regulatory issues are addressed:

1. Allow municipal control over permitting, siting and certain construction and operational parameters in accordance with a municipality's land-use regulations and local laws.

2. Require closed storage and pre-treatment of fracturing fluid and wastewater from natural gas operations. Prohibit surface storage and surface disposal of fracturing fluid and wastewater from natural gas operations.
3. Require complete public disclosure of fracturing fluid and drilling wastewater constituents.
4. Require independent comprehensive baseline water quality testing of any and all potentially impacted public and private drinking water sources, financed by energy companies.
5. Mandate setbacks from private and public water sources that are adequate to protect them from uncontrolled releases of gas and hydraulic fluid, which, according to NYSDEC historical spills data, can migrate thousands of feet in minutes.
6. Impose strict reporting requirements for uncontrolled oil and gas releases consistent with New York State Navigation Law.
7. Impose strict financial liability on energy companies for environmental remediation costs.
8. Allow access to New York State's Spills Remediation Fund for emergency clean-up related to natural gas drilling contamination releases.
9. Create a permit fee structure to finance adequate staffing at NYSDEC and training of local emergency response personnel.
10. Require energy companies to post performance bonds or acquire pollution clean-up insurance prior to initiating site work.
11. Require disclosure of development plans far enough in advance to allow for planning and bonding for bridge and roadway use.
12. Conduct a comprehensive analysis of statewide impacts of natural gas development, using a "full build-out" scenario based on the maximum allowable wells per acre.

Be it also resolved that a copy of this resolution shall be sent to Governor Paterson, Regional Representative to the Governor Kevin McCab, NYSDEC Commissioner Grannis, NYS Secretary of the Environment Peter Iwanowicz, State Senators Winner, Seward, and Nozzolio, State Assembly Speaker Silver, State Assemblywoman Lifton, NYS Senate President Malcolm Smith, NYS Senate Majority Leader Pedro Espada, Chair of State Senate Committee on Environmental Conservation Thompson, Chair of State Assembly Committee on Environmental Conservation Sweeney, State Attorney General Cuomo, U.S. Representatives Hinchey and Arcuri, U.S. Senators Schumer and Gillibrand, EPA Region 2 Regional Administrator Judith Enck, New York Comptroller, Thomas DiNapoli and New York State Association of Towns and Municipal Officials and Clerks.

***Support for State legislation urging stricter oversight of hydrofracturing**

**RESOLUTION TO SUPPORT PROPOSED STATE LEGISLATION URGING
STRICTER OVERSIGHT OF HORIZONTAL DRILLING AND HIGH-VOLUME
HYDARULIC FRACTURING USED IN THE EXTRACTION OF NATURAL GAS
FROM THE MARCELLUS SHALE FORMATION**

Whereas the proposed New York State bill number A10088 prohibits the use of on-site, open-pit storage of flow back waters due to the hazards they potentially pose for wildlife and the surrounding water quality from accidental releases. This bill proposes the use of steel tanks for flow back storage to minimize such hazards, and;

Whereas the proposed New York State bill number A10090 prohibits on-site disposal or burial of drill cuttings from natural gas wells due to the extreme volume of cuttings generated of between 100 and 500 times the volume generated at vertical well sites. Oxidation and leaching from these cuttings produces an acid mine discharge which if not properly managed poses a threat to nearby water quality; and

Whereas the proposed New York State bill number A10091 requires the Department of Environmental Conservation to disclose the ingredients in hydraulic fracturing fluids and prohibits the use of chemicals that pose a risk to human health due to their persistence, their bio-accumulative or toxic characteristics, or their mutagenic qualities; and

Whereas the proposed New York State bill number A10092 requires an Environmental Impact Statement (EIS) for any natural gas drilling involving the use of hydraulic fracturing fluid to determine if it will pose a threat to special groundwater protection areas; and

Whereas the proposed New York State bill number A8784 requires permit holders to test the quality of ground and surface water sources within a thousand foot radius of the drilling area and on all water wells in the production unit, unless the Department of Environmental Conservation (DEC) determines that an expanded radius is required; and

Requires such testing to occur prior to drilling, following any hydro fracturing, prior to well completion and annually for producing wells; and

Defines “compounds” or “contaminants of concern” to include the ingredients contained in hydrofracturing fluids and chemical treatment; and

Establishes liability for the permit holder if the post drilling/hydrofracturing test results indicate contamination or decreased flow rate; and,

Requires DEC to promulgate methane and "compounds or contaminants of concern" regulations; and

Whereas the proposed New York State bill number A9414 establishes liability for any person involved in the extraction of natural gas by use of high volume hydraulic fracturing techniques. A "person" means "any individual, association, corporation or other entity that engages in natural gas exploration, drilling, extraction or transportation. The term "person" shall include any individual, association, corporation or other entity that owns an interest in land that is subject to a lease or other grant that permits surface rights, sub-surface rights or both surface and sub-surface rights for the purpose of natural gas exploration, drilling, operation or extraction unless said lease or grant was executed prior to the effective date of this title."

Whereas the proposed New York State bill number A8806 establishes a water permitting process to allow the Department of Environmental Conservation to better regulate the use of the State's water resources.

Therefore, be it resolved, that the Town of Ulysses supports passage of the above state legislation meant to improve oversight of natural gas hydrofracturing activities to ensure the health, safety and well being of the citizens of the Town of Ulysses.

Be it also resolved that a copy of this resolution shall be sent to Governor Paterson, Regional Representative to the Governor Kevin McCab, NYSDEC Commissioner Grannis, NYS Secretary of the Environment Peter Iwanowicz, State Senators Winner, Seward, and Nozzolio, State Assembly Speaker Silver, State Assemblywoman Lifton, NYS Senate President Malcolm Smith, NYS Senate Majority Leader Pedro Espada, Chair of State Senate Committee on Environmental Conservation Thompson, Chair of State Assembly Committee on Environmental Conservation Sweeney, State Attorney General Cuomo, U.S. Representatives Hinchey and Arcuri, U.S. Senators Schumer and Gillibrand, EPA Region 2 Regional Administrator Judith Enck, New York Comptroller, Thomas DiNapoli and New York State Association of Towns and Municipal Officials and Clerks.

APRIL 27, 2010 STB

***Inclusion of new land in Agricultural District 2**

WHEREAS, the Town Board has received the request from Richard Erali, Tax Parcel 14.-3-14.61 for inclusion of NYS Agricultural District 2 and

WHEREAS, Richard Erali has stated per letter received April 27, 2010 he had no intent to harvest timber on this property.

THEREFORE BE IT RESOLVED, the Town of Ulysses Town Board endorse the Richard Erali property for inclusion of NYS Agricultural District 2.

BE IT RESOLVED that the Town Board of the Town of Ulysses approves that the edited minutes get sent to the Town Board members electronically prior to the meeting at which they are to be voted on for the Boards review.

BE IT RESOLVED that the Town Board of the Town of Ulysses approves the minutes as edited for STB March 5, 2010, RTB March 9, 2010, and STB March 15, 2010, PH March 15, 2010 and the STB March 23, 2010.

MAY 11, 2010 RTB

BE IT RESOLVED that the Town Board of the Town of Ulysses approve the previously examined vouchers 192 through 233 in the amount of \$16, 888.66.

***Donating gravel to Jacksonville Association Park**

BE IT RESOLVED that the Town Board of the Town of Ulysses approve the authorization for the Town Highway Department to donate a truck load of crusher run stone to the Jacksonville Association Park.

***Authorize Supervisor to approve "Summer Concert Series"**

BE IT RESOLVED that the Town Board of the Town of Ulysses authorize the Supervisor to sign the letter. "Summer Concert Series"

***Extending Farmland Protection Plan**

BE IT RESOLVED that the Town Board of the Town of Ulysses approve the Contract Extension for the Farmland Protection Plan at a total of \$4,050

***Payment to the Cayuga Lake Intermunicipal Organization**

BE IT RESOLVED that the Town Board of the Town of Ulysses authorize the payment of the 2009 dues to rejoin the Cayuga Lake Intermunicipal Organization in the amount of \$900.

***Establish local law for Operating Permits for Special Events**

WHEREAS the Town Board of the Town of Ulysses introduced the Local Law on the proposed Operating Permits for Special Events.

BE IT RESOLVED that the Town Board of the Town of Ulysses hold a public hearing on May 25th, 2010 at 6:30 pm in the Town Hall on the proposed Operating Permits for Special Events Local law as follows: *note this is the final draft that follows

A Local Law to require operating permits for special events in the Town of Ulysses

Be it enacted by the Town Board of the Town of Ulysses as follows:

SECTION 1. Definitions

- a. “Special Event”. For purposes of this Local Law, a special event is defined as follows: Any event or gathering in the Town of Ulysses, held on property located outside the A-2 zone as designated in the Town of Ulysses Zoning Ordinance, which will result in traffic generation of more than fifty vehicles and
 - i. be more than eight (8) hours in duration and/or
 - ii. involve overnight camping on property which is not an approved overnight camping facility pursuant to the Zoning Ordinance of the Town of Ulysses

- b. The following shall not be considered a “special event” for purposes of this Local Law:
 - i. A non-commercial social gathering at a single family residence, including, but not limited to, a party, family reunion or wedding; or
 - ii. An event held on commercial property with available parking for such event.

- c. “Operator”. The person, entity or organization which organizes and operates a Special Event and the owner of the property where the event is held are collectively referred to as the “Operator” for purposes of this Local Law.

SECTION 2. Operating Permit required

- a. No Operator shall hold a Special Event in the Town of Ulysses, or permit such an event to be held on property he or she owns, without first obtaining an Operating Permit from the Town of Ulysses as prescribed in this Local Law.

- b. The Operating Permit shall be obtained at least five days before the commencement of the Special Event.

SECTION 3. Requirements

- a. No Special Event shall be more than five days in duration.

- b. No more than four Operating Permits per calendar year shall be issued to the same Operator or for the same property. Any applications for Operating Permits in excess of this limit must be made to the Town Board of the Town of Ulysses.
- c. The Operator shall be responsible for safe operation of traffic and parking on the property where the Special Event is held and will provide an attendant to oversee and regulate traffic on the property.
- d. The Operator shall provide proof of liability insurance for the Special Event in an amount of no less than \$1,000,000, naming the Town of Ulysses as additional insured. Any request to maintain a lower amount of insurance coverage will require the written consent of the Code Enforcement Officer.
- e. If the Special Event will include overnight camping, the Operator will obtain all necessary approvals from the Tompkins County Health Department prior to applying for the Operating Permit from the Town of Ulysses.

SECTION 4. Procedure

- a. The Operator of the Special Event shall apply to the Code Enforcement Officer of the Town of Ulysses for an Operating Permit for the Special Event on a form provided by the Town, which identifies the property where the event will take place by address and tax parcel number. The owner of the property where the event will be held must join in the application.
- b. Every application for an Operating Permit shall be accompanied by the following:
 - i. an application fee set by resolution of the Town Board.
 - ii. an insurance binder or other written proof of insurance coverage as required by this Local Law.
 - iii. if the Special Event will include overnight camping, copies of all documents showing approval of the camping facilities by the Tompkins County Health Department.

SECTION 5. Penalties

- a. Failure to comply with the requirements of this local law shall constitute a violation and shall be punishable by a fine of \$1,000.00 for the first violation and \$2,000.00 for each subsequent violation.
- b. Each day of failure to comply with the requirements of this local law shall constitute a separate violation.

SECTION 6. Effective date

This local law shall take effect upon filing with the Secretary of State.

***Hiring help for the website**

BE IT RESOLVED that the Town Board of the Town of Ulysses hire a professional to get the redone Town website (beta version) finished and on line.

FURTHER RESOLVE that Ms. Poelvoorde will draft an RFP to get quotes and bring information to the next meeting.

***Contract with Bergman for zoning analysis**

BE IT RESOLVED that the Town Board of the Town of Ulysses hire Bergman Associates to do the Zoning Analysis for the Town of Ulysses to be done over a 2-month time period for a fee of \$3,500 and

FURTHER RESOLVED consulting services on an hourly basis as requested.

MAY 25, 2010 STB

***Establish Local Law #1 requiring operating permits for special events**

BE IT RESOLVED that the Town Board of the Town of Ulysses adopt Local Law #1 for 2010 A Local Law to require Operating Permits for Special Events in the Town of Ulysses.

Be it enacted by the Town Board of the Town of Ulysses as follows:

SECTION 1. Definitions

a. "Special Event". For purposes of this Local Law, a special event is defined as follows: Any event or gathering in the Town of Ulysses, held on property located outside the A-2 zone as designated in the Town of Ulysses Zoning Ordinance, which will result in traffic generation of more than fifty vehicles and

- i. be more than eight (8) hours in duration;

and/or

- ii. involve overnight camping on property which is not an approved overnight camping facility pursuant to the Zoning Ordinance of the Town of Ulysses.

b. The following shall not be considered a "special event" for purposes of this Local Law:

i. A non-commercial social gathering at a single family residence, including, but not limited to, a party, family reunion or wedding; or

ii. An event held on commercial property with available parking for such event.

c. "Operator". The person, entity or organization which organizes and operates a Special Event and the owner of the property where the event is held are collectively referred to as the "Operator" for purposes of this Local Law.

SECTION 2. Operating Permit required

- a. No Operator shall hold a Special Event in the Town of Ulysses, or permit such an event to be held on property he or she owns, without first obtaining an Operating Permit from the Town of Ulysses as prescribed in this Local Law.
- b. The Operating Permit shall be obtained at least five days before the commencement of the Special Event.

SECTION 3. Requirements

- a. No Special Event shall be more than five days in duration.
- b. No more than four Operating Permits per calendar year shall be issued to the same Operator or for the same property. Any applications for Operating Permits in excess of this limit must be made to the Town Board of the Town of Ulysses.
- c. The Operator shall be responsible for safe operation of traffic and parking on the property where the Special Event is held and will provide an attendant to oversee and regulate traffic on the property.
- d. The Operator shall provide proof of liability insurance for the Special Event in an amount of no less than \$1,000,000, naming the Town of Ulysses as additional insured. Any request to maintain a lower amount of insurance coverage will require the written consent of the Code Enforcement Officer.
- e. If the Special Event will include overnight camping, the Operator will obtain all necessary approvals from the Tompkins County Health Department prior to applying for the Operating Permit from the Town of Ulysses.

SECTION 4. Procedure

- a. The Operator of the Special Event shall apply to the Code Enforcement Officer of the Town of Ulysses for an Operating Permit for the Special

Event on a form provided by the Town, which identifies the property where the event will take place by address and tax parcel number. The owner of the property where the event will be held must join in the application.

- b. Every application for an Operating Permit shall be accompanied by the following:
 - i. an application fee set by resolution of the Town Board.
 - ii. an insurance binder or other written proof of insurance coverage as required by this Local Law.
 - iii. if the Special Event will include overnight camping, copies of all documents showing approval of the camping facilities by the Tompkins County Health Department.

SECTION 5. Penalties

a. Failure to comply with the requirements of this local law shall constitute a violation and shall be punishable by a fine of \$1,000.00 for the first violation and \$2,000.00 for each subsequent violation.

b. Each day of failure to comply with the requirements of this local law shall constitute a separate violation.

SECTION 6. Effective date

This local law shall take effect upon filing with the Secretary of State.

***Contract with Bergman Associates to help with Ag Land Protection Plan**

Resolution to Approve Hiring Bergmann Associates for Professional Planning Services to Complete the Agriculture and Farmland Protection Plan and Implement the 2009 Comprehensive Plan Following Town of Ulysses Procurement Policy Section 6.

WHEREAS, the Town Board of the Town of Ulysses adopted an updated Comprehensive Plan in 2009, and

WHEREAS, the Comprehensive Plan was prepared by a Town Board-appointed Comprehensive Plan Update Committee (CPUC) with professional planning assistance from Bergmann Associates, and

WHEREAS, Bergmann Associates was hired by the Town Board of the Town of Ulysses after an open competitive RFP process conducted in 2006, and

WHEREAS, the RFP process established that Bergmann Associates have the necessary professional skills to assist the CPUC and that its hourly rates were competitive with the two other top-rated firms identified by the selection committee,

WHEREAS, through the Comprehensive Plan process Bergmann's contract was amended to utilize Bergmann's professional planning services to assist the Town of Ulysses to prepare an Agricultural and Farmland Protection Plan, partially funded by a grant from the New York State Department of Agriculture and Markets, and it is necessary to extend the Bergmann contract to February 2011 to assist with completion of the AFPP, and

WHEREAS, the Town Board of the Town of Ulysses is committed to moving forward to implement strategies in the newly adopted 2009 Comprehensive Plan and the Town needs additional professional planning staff to assist with this effort, and

WHEREAS, the first step in strategy implementation is to complete a consistency review of the current Zoning Law with the newly adopted 2009 Comprehensive Plan, and

WHEREAS, Bergmann's previous contracts with Ulysses have given the firm familiarity with the town government, community characteristics, and zoning laws, and

WHEREAS, New York State General Municipal Law Section 104-b (2) (f), provides that a municipality may include a provision in its procurement policy outlining circumstances when, and types of procurement for which, the solicitation of alternative proposals or quotations will not be in the best interest of the municipality;

WHEREAS, section 6 of the Town of Ulysses procurement policy provides that such circumstances include professional services or services requiring special or technical skill;

WHEREAS, Bergmann has demonstrated that it has the requisite skill to perform professional planning services required by the Town and that it has the accountability, reliability, responsibility and skill for such services;

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Ulysses authorize the Supervisor to enter into 1) a contract extension for the Agricultural and Farmland Protection Plan and 2) a new contract to provide professional planning services to implement strategies in the 2009 Comprehensive Plan with Bergmann Associates for an amount not to exceed \$8000.

Approval of Bergmann Associates Contracts

STANDARD FORM OF AGREEMENT
BETWEEN
OWNER AND CONSULTANT
FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT made as of May 21, 2010 between the Town of Ulysses (hereinafter OWNER) and Bergmann Associates (hereinafter CONSULTANT). OWNER intends to engage the CONSULTANT in professional services pertaining to the development of a Zoning Analysis in order to achieve the goals and objectives of the OWNER in cost-effective and timely manner (hereinafter called the Project). The contract amount for these services is \$3,500.00 and shall be executed as a lump sum agreement. Additionally, the Contract shall allow the OWNER to engage the CONSULTANT on a time and materials basis for professional planning services as required and determined by the OWNER.

OWNER and CONSULTANT, in consideration of their mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - BASIC SERVICES OF CONSULTANT

1.1 CONSULTANT shall provide basic professional services for OWNER as specified in Exhibit "A", "Scope of Services" of this Agreement.

ARTICLE 2 - ADDITIONAL SERVICES OF CONSULTANT

2.1 Services in connection with work directive changes and change orders to reflect changes requested by OWNER.

2.2 This Agreement may be extended at the request of the OWNER for additional professional planning services with an amended scope of work and fee approved by the OWNER and CONSULTANT in writing.

ARTICLE 3 - OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of CONSULTANT:

3.1 Designate a person to act as Owner's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies and decisions with respect to Consultant's services for the Project.

3.2 Provide all criteria and full information as to Owner's requirements for the Project.

3.3 Assist CONSULTANT by placing at Consultant's disposal all available information pertinent to the Project including previous reports and any other data relative to the Project.

3.5 Furnish, or direct CONSULTANT to provide, Additional Services as stipulated in Article 2 of this Agreement or other services as required.

ARTICLE 4 - PERIODS OF SERVICE

4.1 CONSULTANT shall complete the Zoning Analysis within a period of 2 months from the date of this Agreement. The time and materials contract shall be in effect until either party provides, in writing, a request for termination of the contract, consistent with Section 6.1.

4.2 If significant changes in the scope or detail of the Project occur, or if the Project is delayed for reasons beyond Consultant's control, an equitable extension of the period of service shall be made.

4.3 If Consultant's services for planning and design are delayed or suspended in whole or in part by OWNER for more than three months for reasons beyond Consultant's control, CONSULTANT shall have the right to terminate the Agreement in accordance with paragraph 6.1.

ARTICLE 5 - PAYMENT PROVISIONS TO CONSULTANT

5.1 CONSULTANT shall submit statements each month for Basic and Additional Services rendered and for Reimbursable Expenses incurred. OWNER shall pay CONSULTANT within 30 days of receipt of Consultant's statement detailing the charges for basic and additional services rendered (specifying charges for Farmland Protection Plan and Zoning Analysis and any other out of scope hourly charges).

5.2 If OWNER fails to make full payment due CONSULTANT for services and expenses within thirty days of Consultant's statement therefore, the amounts due CONSULTANT may be increased at the rate of 1-1/2 percent per month from said thirtieth day. If OWNER fails to make full payment due CONSULTANT for services and expenses within forty-five days of Consultant's statement therefore, CONSULTANT may, after giving seven days' written notice to OWNER, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses, and interest charges.

5.3 In the event of termination by OWNER under paragraph 6.1 upon the completion of any phase of the Basic Services, progress payments due CONSULTANT for services rendered through such phase shall constitute total payment for such services. In the event of such termination by OWNER during any phase of the Basic Services, CONSULTANT shall be paid for services rendered during that phase to date of termination. In the event of any such termination, CONSULTANT also will be reimbursed for all unpaid Additional Services and unpaid Reimbursable Expenses.

5.4 Reimbursable Expenses mean the actual out-of-pocket direct expenses incurred by CONSULTANT.

ARTICLE 6 - GENERAL CONSIDERATION

6.1 Termination

The obligation to provide further services under this Agreement may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

6.2 Reuse of Documents

All documents prepared or furnished by CONSULTANT pursuant to this Agreement are instruments of service in respect of the Project and CONSULTANT shall retain an ownership and property interest therein whether or not the Project is completed.

6.3 Insurance/Liability

6.3.1 CONSULTANT shall procure and maintain the following insurance coverage for the duration of this Agreement:

Worker's Compensation	Statutory Coverage
Comprehensive General Liability; Bodily Injury and Property Damage	\$1 mil per occurrence per aggregate year
Comprehensive Automobile Liability; Bodily Injury and Property Damage	\$1 mil per occurrence per aggregate year
Professional Liability Insurance	\$1 mil per occurrence per aggregate year

6.3.2 Limitation of Liability

6.3.2(a) OWNER hereby agrees that to the fullest extent permitted by law, Consultant's total liability to OWNER for any and all claims, losses, expenses or damages whatsoever arising out of or in any way related to the project or this Agreement from any cause including, but not limited to Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty, shall not exceed the total compensation received by CONSULTANT under this Agreement.

6.3.3 Severability and Reformation. Any provision or part thereof of this Agreement held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

6.4 Controlling Law

This Agreement is to be governed by the law of the principal place of business of CONSULTANT.

6.5 Dispute Resolution

In the event of a dispute between the parties arising out of the terms of this Agreement or any services provided pursuant to its terms, the parties agree to participate in a mediated settlement conference before a mutually acceptable mediator whose fees will be shared equally by the parties. In the event that the parties are unable to agree upon a mediator they will ask the American Arbitration Association to appoint one. Participation in a

mediated settlement conference shall be required before either party may pursue its claim in any other form of dispute resolution.

ARTICLE 7 - SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

7.1 The following Exhibits are attached to and made a part of this Agreement: 7.1.1 Exhibit A "Scope of Services", consisting of 1 page.

7.1.2 Exhibit B "Project Hourly Rates Table", consisting of 1 page.

7.2 This Agreement together with the Exhibits and schedules identified above constitute the entire Agreement between OWNER and CONSULTANT and supersede all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER:

CONSULTANT:

_____ Address for giving notices:

_____ Address for giving notices:

28 East Main Street

200 First Federal Plaza

Rochester, NY 14614

**Exhibit A
Scope of Services**

Town of Ulysses

The zoning analysis report will assist the Town of Ulysses in better understanding the current issues facing the Town. The zoning analysis report will identify updates necessary to address current issues, such as natural gas drilling associated with Marcellus shale, and consistency with the recently adopted Comprehensive Plan. The zoning analysis will assist the Town in prioritizing zoning tasks and provide an estimate for the level of effort and associated cost involved in updating the Town Zoning Law. This will allow for a smooth and cost effective transition from the comprehensive plan process to zoning and land use regulatory updates.

Our approach to this analysis includes the following tasks:

- Meet with representatives who utilize the zoning and land use regulatory codes of the Town on a regular basis including the zoning and code enforcement officer, and at least one representative from both the Zoning Board of Appeals and Planning Board and a member of the Town Board. This meeting will focus on identifying sections of the zoning and land use regulatory codes of the town that are working well and areas that need modification.
- Prepare a summary report comparing the comprehensive plan to the current zoning code to identify areas of conflict and consistency.
- Develop a summary report of suggested updates to the zoning and land use regulatory codes of the Town that will address current user concerns, potential issues facing the community and consistency with recommendations set forth in the Comprehensive Plan.
- Provide an estimated cost and timeline associated with the zoning and land use regulatory code updates.

The lump sum agreement for the Zoning Analysis includes the following:

- One (1) meeting with Town staff / representatives
- One (1) electronic copy of the final document, in Word and PDF
- Ten (10) color copies of final Zoning Analysis

Exhibit B
Project Hourly Rate Tables

Town of Ulysses

The following hourly rates shall be applied to the completion of additional planning services. Bergmann Associates shall not proceed with any planning service tasks until written approval to proceed has been provided by the Town of Ulysses in the form of a Board resolution outlining the specific tasks and the primary contract person.

Hourly Rate Table for the Town of Ulysses Time and Materials Planning Efforts

Staff Level	Hourly Rate
Principal-in-Charge	\$150.00
Project Manager	\$95.00
Senior Professional	\$85.00
Professional	\$75.00

Technician	\$65.00
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Additional Reimbursable Expenses will be billed to the Town according to the following rates:

Mileage – \$0.50 per mile

Black and white copies - \$0.02 per page

Color copies - \$1.00 per page

Tolls – actual cost

Meals – actual cost (lunch not to exceed \$10, dinner not to exceed \$20 / per person)

RE: Contract Extension – Farmland Protection Plan

The following services will constitute the extent of additional services for the Town of Ulysses Farmland Protection Plan. The provisions set forth in the master contract executed by the Town on July 16, 2008 shall cover this additional services contract.

Our services will include:

- Attendance at one (1) Steering Committee Meeting in June 2010
- Attendance and facilitation of one (1) Public Workshop
- Review of Steering Committee revisions to Section 4.0
- Prepare written comments on Section 4.0
- Develop final recommendations and implementation section based on revised Section 4.0
- Finalize mapping
- Prepare consolidated draft Farmland Protection Plan
- Make one (1) set of final revisions after Public Workshop and Town Board review
- Provide Town with ten (10) color, hard copies of final Draft and Final plan

The lump sum amount for these services is \$3,500 and shall be completed by January 2011. Any tasks not detailed above that are requested of Bergmann Associates will be billed on a time and materials basis, at a rate of \$80/hour, upon approval by the Town of Ulysses. Billing for these services will be incorporated directly into the Farmland Protection Plan invoicing. Final payment not to exceed 10% of the total contract value being withheld until the Farmland Protection Plan is accepted by the Town Board of Ulysses, Tompkins County Agricultural Farmland and Protection Board and the NYS

Department of Agricultural and Markets. Please sign below to direct Bergmann Associates to execute these services. Please return one original copy to my attention. I authorize Bergmann Associates to complete the services outlined above.

***Approve minutes 4/13**

BE IT RESOLVED that the Town Board of the Town of Ulysses approve the minutes as edited by Ms. Tyler and Ms. Marino for the Regular Town Board meeting of April 13, 2010.

JUNE 8, 2010 RTB

***Approve minutes 3/27, 3/29, 5/11,**

BE IT RESOLVED that the Town Board of the Town of Ulysses approve the minutes as edited for the Regular Town Board meeting of May 11, 2010 and the two (2) Special Board meetings on March 27 & 29, 2010.

BE IT RESOLVED that the Town Board of the Town of Ulysses approve the following 2010 Budget modifications:

Budget Modifications			
A Fund			
Appropriation line 1920.4	Municipal Association Dues	increase	\$925
Appropriation line 7450.4	Historical Society CE	increase	\$ 35
Appropriation line 5132.2	Town Barn Capital	decrease	\$960
B Fund			
Appropriation line 9040.8	Workers Comp	increase	\$ 165
Appropriation line 1990.4	Contingency	decrease	\$ 165
SW3			
Appropriation line 8340.2	Transmission/Distribution EQ	increase	\$ 395
Appropriation line 9040.8	Workers Comp	increase	\$1086
Appropriation line 8340.4	Transmission/Distribution CE	decrease	\$1481

BE IT RESOLVED that the Town Board of the Town of Ulysses approve the previously examined vouchers in the amount of \$13,920.31.

BE IT RESOLVED that the Town Board of the Town of Ulysses would be willing to tentatively commit a contribution of \$10,478 and possibly go up as high as \$40,000 based upon how the money will be paid back over time to the Town. Mr. Kerness seconded this.

***Hiring a Project Assistant**

BE IT RESOLVED that the Town Board of the Town of Ulysses appoint Eliza Newman as Project Assistant at \$12 per hour up to a 30 hours per week.

JUNE 23, 2010 STB

***Setting fees for Special Events Operating Permit**

BE IT RESOLVED that the Town Board of the Town of Ulysses hereby sets the fee for the Special Events Operating Permit at \$50 payable to the Town Code Enforcement Officer.

***Hiring Sue Henninger to assist with website writing**

BE IT RESOLVED that the Town Board of the Town of Ulysses hire Sue Henninger for the writing portion on the web site not to exceed \$2980.

***Approving Marsha Georgia as a co-signer on checks over \$5,000**

BE IT RESOLVED that the Town Board of the Town of Ulysses approve Marsha L. Georgia to be a co-signer on checks over \$5000.

***Voicing concern over billing for ambulance services**

Whereas, the Ulysses Town Board is concerned that the proposed changes to the Village of Trumansburg's EMS program are being implemented in a manner with little serious consideration of input from the Town of Ulysses or its residents, and

Whereas, the Ulysses Town Board believes that the proposed insurance-only billing plan has not been well enough considered in some aspects that can have serious consequences for equity and ensuring that no one in our community might refuse care or emergency services for fear of the costs, and

Whereas, the community has had little to no input on options to receive EMS that may be more economical or provided in a faster manner, and

Whereas, the Ulysses Town Board is not comfortable moving forward towards implementation of this plan without full and complete answers to several important concerns the Town has raised, and

Whereas, the Ulysses Town Board also believes that calling the current proposal "insurance only" billing plan is deceptive, and the task force process is not open and transparent with minutes taken and made available to the public.

Therefore, be it resolved that the Ulysses Town Board is not in support of the proposed changes to Trumansburg EMS under the current process.

JULY 13, 2010 RTB

***Approval of 5/25 Minutes**

BE IT RESOLVED that the Town Board of the Town of Ulysses approve the minutes of the May 25, 2010, Special Town Board meeting with the corrections and changes.

BE IT RESOLVED that the Town Board of the Town of Ulysses approve the previous examined vouchers #275 through 307 in the amount of \$11,626.61.

***Stormwater compliance**

WHEREAS, the Town of Ulysses is required by the New York State Department of Environmental Conservation to file an Annual Report on the Town's compliance with SPDES General Permit for Stormwater Discharges from Municipal Separate Stormwater Sewer Systems (MS4s), Permit No. GP-0-10-002, Minimum Control Measures for the area of the Town covered by the General Permit, and

WHEREAS, the Town of Ulysses is required to provide the public the opportunity to review and provide comments on the Annual Report, and

WHEREAS, the Town of Ulysses held a public hearing on July 13, 2010, 7:00 p.m. to hear public comment, and

WHEREAS, no comments were received on the report posted to the Town's Web site on July 5, 2010, and submitted to the MS4 Permit Coordinator of the New York State Department of Environmental Conservation, Albany, New York.

Missing the RESOLVED part

***Establishing Standard Work Day and Reporting requirements
Standard Work Day and Reporting Resolution**

BE IT RESOLVED, that the Town of Ulysses hereby establishes the following as standard work days for elected and appointed officials and will report the following days worked to the New York State and Local Employees' Retirement System based on the record of activities maintained and submitted by these officials to the clerk of this body:

Title	Name	Standard Work Day (Hrs/Day)	Term Begins/Ends	Participates in Employer's Time Keeping System	Days/Month (based on Record of Activities)
Elected Officials					
Town Clerk	Marsha Georgia	7	01/01/2010 – 12/31/2013	No	23.18
Superintendent of Highways	James Meeker	8	01/01/2010 – 12/31/2013	No	24.86
Town Justice	Thomas Schlee	6	01/01/2009– 12/31/2012	No	18.67

Appointed Officials					
Deputy Supervisor	Sue Poelvoorde	6	01/01/2010 – 12/31/2010	No	9.17
Deputy Town Clerk	Patricia Halloran	7	01/01/2010 – 12/31/2010	Yes	20.65
Court Clerk	Michelle Townley	7	01/01/2010 – 12/31/2010	Yes	21.93
Bookkeeper	Mary Bouchard	6	01/01/2010 – 12/31/2010	No	10.3
Code Enforcement Officer	Alex Rachun	7	01/01/2010 – 12/31/2010	Yes	23.02

***Hiring a Project Assistant to assist Planning Board with Mapping**

BE IT RESOLVED that the Town Board of the Town of Ulysses hire Maya Weltman Fahs as a Project Assistant to assist in a mapping project for the Planning Board, Town Board, and Zoning Officer for the summer at \$18 per hour and not to exceed \$1800.

JULY 29, 2010 STB

***Approval of 6/28 minutes**

BE IT RESOLVED that the Town Board of the Town of Ulysses approve the minutes of the Regular Town Board meeting of June 8, 2010, as edited and corrected.

***Authorizing contribution to Health Insurance Consortium reserves**

**AUTHORIZATION TO CONTRIBUTE TO THE RESERVES OF
THE GREATER TOMPKINS COUNTY MUNICIPAL HEALTH
INSURANCE CONSORTIUM**

WHEREAS, the Town of Ulysses shall join the Greater Tompkins County Municipal Health Insurance Consortium for the purpose of providing employee health insurance and prescription drug coverage, and

WHEREAS, the Consortium, as required by the New York State Insurance Department, must establish sufficient financial reserves to begin working as a consortium, now, therefore be it

RESOLVED, that the Town of Ulysses shall contribute \$5,659 to the Initial Capitalization of the Consortium reserves. It is anticipated that by the year 2014 these monies will be paid back in full to the Town by the Consortium, with 3% interest.

RESOLVED FURTHER, that the fiscal officer of the Town of Ulysses is authorized to make payment immediately to the Consortium.

WHEREAS, the Tompkins County Council of Governments (TCCOG) is comprised of all of the municipalities in Tompkins County, and

WHEREAS, the Town of Ulysses is a member of TCCOG, and

WHEREAS, health care costs for Tompkins County and other local governments have been increasing each year at rates much higher than inflation, which can be addressed by pooling our buying power,

WHEREAS, in 2007, the County, on behalf of TCCOG, accepted an incentive grant award under the New York State Shared Municipal Services Program to assist the municipalities in Tompkins County to create a local municipal health care consortium, and

WHEREAS, the Greater Tompkins County Municipal Health Insurance Consortium developed health benefits coverage for all participating municipalities with the intent of providing a net savings to the taxpayers of Tompkins County, a goal the Town of Ulysses supports, and

WHEREAS, TCCOG encourages the signature of an inter-municipal agreement by TCCOG members,

BE IT RESOLVED that the Supervisor of the Town of Ulysses is hereby authorized to execute a municipal cooperative agreement effective October 1, 2010 with the Greater Tompkins County Municipal Health Insurance Consortium for the New York State Shared Municipal Services Program.

BE IT FURTHER RESOLVED that this resolution supersedes all previous resolutions by the Ulysses Town Board to authorize municipal cooperative agreements with the Greater Tompkins County Municipal Health Insurance Consortium.

***Approval of payment to the Community Science Institute**

WHEREAS, the 2010 budget included a line item of \$5,000 for stream monitoring, based upon a proposal from the Community Science Institute (CSI) to continue the water quality data base they have been collecting using citizen volunteers in Taughannock and Trumansburg Creeks, and

WHEREAS, since November 2009 when this money was appropriated there has been much discussion among town residents (some of whom have expertise in water quality issues) and by the Town Board about current and future potential threats to water quality in Ulysses, including expansion of concentrated animal

feeding operations (CAFO's), stormwater runoff and changes to DEC regulations, and the commencement of industrial-scale drilling in the Marcellus shale using high volume, horizontal hydrofracking,

THEREFORE BE IT RESOLVED that the Ulysses Town Board approves payment of the 2010 CSI budget request of \$4,996 for stream monitoring.

BE IT FURTHER RESOLVED that the Town will engage an ad-hoc committee of Ulysses residents with expertise in land use, water quality, and monitoring to review the CSI project, facilitate discussion on these issues, and advise the Town Board on this and other future water quality testing needs and priorities for funding.

***Water sale agreement for outside users**

BE IT RESOLVED that the Town Board of the Town of Ulysses approve the Water Sale Agreement to outside users as presented in the following contract:

THIS AGREEMENT is made as of the ____ day of ____, ____ by and between the TOWN OF ULYSSES, a municipal corporation with offices at 10 Elm Street, Trumansburg, NY 14886 (hereafter referred to as "the Town") and ____ [name], of [address], hereafter referred to as "the Customer".

WHEREAS, the Town has water available for sale in Water District 3 of the Town; and

WHEREAS, the Town by resolution dated ____ determined that, in order to protect the health, safety and welfare of Town residents, no water sold by the Town of Ulysses shall be used for any purposes related to gas drilling, hydrofracturing or any related purposes;

WHEREAS, the Customer wishes to purchase water from the Town;

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

- 1 The Town hereby agrees to sell and furnish to the Customer water from Water District 3.
- 2 The water will be furnished to the Customer as follows: [circle one]
 - a. The Customer will access the water at a designated metered hydrant, which is locked and is accessible only by the Customer; or
 - b. Upon prior arrangement with the Administrator of the Water District.
- 3 The Customer agrees that none of the water purchased pursuant to this Agreement will be used for any purposes related to gas drilling, hydrofracturing or any related

purposes. Any violation of this provision will result in the immediate termination of this Agreement by the Town.

- 4 The Customer agrees and acknowledged that, if the Customer purchases water from the Town and delivers the water by truck to third parties, the quality of the water so delivered (including, but not limited to, portability) is not in any way guaranteed by the Town of Ulysses. The Customer shall be solely responsible for the quality of any water delivered by truck to third parties and shall indemnify the Town and hold the Town harmless from any liability or claims related to the quality of such water.
- 5 The rate for the water purchase pursuant to this Agreement will be established by resolution of the Town Board from time to time.
- 6 The Customer will receive no more than 40,000 gallons of water per day, unless a larger volume is approved by resolution of the Town Board.
- 7 The Customer will receive a bill from the Town on a monthly basis, unless a monthly bill amounts to less than \$20.00, in which case billing will be done on a quarterly basis. All bills are due and payable within 30 days after receipt thereof. There will be a late fee of 20% of the amount due for all payments not received by the due date. Upon the customer's failure to pay a bill by the due date, the Town, at its option, may terminate this Agreement.
8. In addition to termination of this Agreement by the Town pursuant to paragraphs 3 and 6 above, the Town may terminate this Agreement at any time upon 10 days' notice to the Customer.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed as of the date set forth below.

BE IT RESOLVED that the Town Board of the Town of Ulysses set the rate for the outside water users at 1.7 times the rate charged to water users within Water District 3 & 4.

Ms. Marino moved to go into executive session to discuss matters related to the appointment, promotion, demotion, discipline, or removal of particular personnel. Mr. Romer seconded the motion and the vote was taken.

AUGUST 18, 2010 RTB

***Approval of minutes for 6/23, 7/13, 7/29**

Ms. Thomas moved, seconded by Mr. Kerness to table the minutes of Regular Town Board 07/13/2010, Special Town Board 6/23/2010 and Special Town Board 7/29/2010 for approval.

BE IT RESOLVED that the Town Board of the Town of Ulysses approves the previous examined vouchers 308 through 354 (except for voucher #322 for \$799.99) in the amount of \$42,843.97.

Appropriation line 1650.4	Central Communications CE	increase	\$2,500
Appropriation line 1990.4	Contingency	decrease	\$ 2,500
Appropriation line 9050.8.	Unemployment Insurance	increase	\$1,620
Revenue line A511	Appropriated Reserve	increase	\$1,620
Reserve for Unemployment Insurance (A fund)		decrease	\$1,620
Appropriation line 5182.4	Street Lighting	increase	\$ 660
Appropriation line 1620.4	Buildings CE	decrease	\$ 660

SW3

Appropriation line 8340.2	Transmission/Distribution EQ	increase	\$1,300
Appropriation line 8340.4	Transmission/Distribution CE	decrease	\$1,300

Appropriation line 1650.4	Central Communications CE	increase	\$2,500
Appropriation line 1990.4	Contingency	decrease	\$ 2,500
Appropriation line 9050.8.	Unemployment Insurance	increase	\$1,620
Revenue line A511	Appropriated Reserve	increase	\$1,620
Reserve for Unemployment Insurance (A fund)		decrease	\$1,620
Appropriation line 5182.4	Street Lighting	increase	\$ 660
Appropriation line 1620.4	Buildings CE	decrease	\$ 660

***Issuance of permits for public displays of fireworks**

RESOLUTION REGARDING ISSUANCE OF PERMITS FOR PUBLIC DISPLAYS OF FIREWORKS IN THE TOWN OF ULYSSES

WHEREAS, the Town is authorized by Penal Law §405.00 to issue permits for the display of fireworks; and

WHEREAS pursuant to Penal Law §405.00(1), the Town Board shall designate an officer as the permit authority to grant and issue permits for fireworks displays; and

NOW, THEREFORE, pursuant to the provisions of §405.00 of the Penal Law, it is

RESOLVED, that the Code Enforcement Officer of the Town of Ulysses is hereby appointed as the permit authority to grant and issue permits for fireworks displays pursuant to the requirements set forth in Penal Law §405.00 and all other applicable laws and regulations and administer and enforce all aspects thereof; and it is further

RESOLVED that the Code Enforcement Officer shall have all the powers and duties granted by applicable law, including, but not limited to, the following:

1. receive, review and approve or disapprove applications required for fireworks display permits pursuant to §405.00 of the Penal Law, and the plans, specifications and construction documents submitted with such applications;
2. determine such terms and conditions as the Code Enforcement officer may deem to be appropriate, to be incorporated in the permit;
3. conduct site inspections prior to the time of the fireworks display and any inspections incidental to the investigation of complaints, and all other inspections required or permitted under any provision of applicable law, or cause such inspections to be conducted by a qualified consultant;
4. review and investigate complaints;
5. maintain records;
6. notify the Trumansburg Fire Department of the issuance of the fireworks display permit;
7. notify the Village of Trumansburg police department, the New York State Police and the Tompkins County Sheriff's Department of the issuance of the fireworks display permit;
8. pursue enforcement actions and proceedings in consultation with the Attorney for the Town:

and it is further

RESOLVED that the Code Enforcement Office shall develop and maintain a permit application form and permit that complies with the requirements of Penal Law §405.00 and all other applicable law; and it is further

RESOLVED that the application fee for a permit for fireworks displays shall be set by the Town Board from time to time and shall be \$150.00 until modified by further resolution of the Town Board; and it is further

RESOLVED that the amount of the bond required prior to issuance of a permit pursuant to Penal Law §405.00 shall be no less than \$1,000,000.00, the minimum amount set forth in the Penal Law.

BE IT RESOLVED that the Town Board of the Town of Ulysses authorize payment to the Jacksonville Community Association in the amount of \$400 for their bridge repair work.

BE IT RESOLVED that the Town Board of the Town of Ulysses moves ahead with the Lakeshore and Conservation agreement with Bergmann, starting first with the Conservation Zone on an hourly basis;

FURTHER RESOLVE that the Town of Ulysses is asking for a package quote.

AUGUST 31, 2010 STB

***Intermunicipal Cell Tower initiative**

RESOLUTION SUPPORTING INTERMUNICIPAL CELL TOWER INITIATIVE

WHEREAS, various municipalities in Tompkins County have received applications for permission to construct cellular communication towers within their borders (and, in some cases, on municipal property), and some of these applications have elicited substantial public concern or opposition, and

WHEREAS, at the same time, some municipalities have areas where cell coverage is desired but it is substandard or absent, and

WHEREAS, to date, each municipality has acted on its own, each with their own local ordinances regarding cell towers, and sometimes seeking expert consultation to evaluate an applicant's need or other assertions, and

WHEREAS, recognizing their shared interests and concerns, several municipalities have decided, through the Tompkins County Council of Governments (TCCOG), to explore the possible benefits of a more coordinated approach to the issues surrounding cellular communications. The participating municipalities want to learn what the current status is of local jurisdiction in this area, and to determine whether some type of coordinated, Intermunicipal approach could enhance their ability to focus cell tower siting at the most appropriate and least disruptive locations. In addition, some participating municipalities may want outside advice on whether their individual ordinances should be revised and updated, and

WHEREAS, the participating municipalities (nine interested TCCOG members) issued an RFP for legal services to advise them on these issues in December 2009, and received four qualified responses, and

WHEREAS, on consideration of these proposals and phone interviews with two of the applicants, the firm of Silverberg Zalantis, Tarrytown, NY, was selected as the preferred vendor for this contract for a total of \$10,250, as follows:

- Presentation - \$750 (flat fee)
- Collaboration feasibility - \$1,500 (flat fee)

Ordinance template - \$3,000 (estimate)
Contingency - \$5,000
Total to be divided among municipalities - \$10,250

and

WHEREAS, in addition, individual municipalities can decide whether to seek an optional review of their specific ordinance for an estimated \$300-\$500 per municipality, to be arranged directly with Silverberg Zalantis, now therefore be it

RESOLVED, the Town of Ulysses recognizes that issues of cellular communications affect all our residents and visitors, and that the coordinated action of multiple municipalities is more efficient and effective than separate and disconnected efforts, and be it further

RESOLVED, that the Town of Ulysses desires to participate in this intermunicipal project to support enhanced cell service with the fewest possible new cell towers at the most appropriate locations, and be it further

RESOLVED, that the Town of Ulysses will contribute up to \$1,500 as a share of this contract, that share depending in the end upon the number of municipalities that agree to share the cost, and be it further

RESOLVED, that Tompkins County will serve as fiscal agent to collect municipal contributions and handle the contract administration, subject to the approval of the participating municipalities

***Joint RFP with the Town of Caroline for roadway assessment study**

BE IT RESOLVED that the Town Board of the Town of Ulysses pursue doing a joint RFP with the Town of Caroline for roadway assessment study covering gas drilling impact.

SEPTEMBER 14, 2010 RTB

BE IT Resolved that the Town Board of the Town of Ulysses approve the previous examined vouchers #355 through 397 in the amount of \$60,592.90.

***Recommendation to send the Fransizka Racker Center expansion to Planning Board**

BE IT RESOLVED that the Town Board of the Town of Ulysses pass this project for the Fransizka Racker Center expansion to the Planning Board for their review and recommendations using the guidelines of Site Plan Review.

***Recommended changes to SEQR and Stormwater Law**

BE IT RESOLVED that the Town Board of the Town of Ulysses request the Planning Board look at the documents that Mr. Rachun has on changes to SEQR and the Stormwater Law and make recommendations to the Town Board.

***Accepting quote to fix ceilings at Town Hall**

BE IT RESOLVED that the Town Board of the Town of Ulysses approve the quote from Schickel Construction in the amount of \$3,989 to reinforce the ceilings in the court room, court office, copier room and kitchen and the replacement of all the light fixtures.

Ms. Thomas moved to suspend the rule of acting on a resolution that had not been presented in a timely manner to the Town Board, seconded by Mr. Kerness.

***Support for Creating a County Animal Population Control Program**

SUPPORT FOR CREATION OF A COUNTY ANIMAL POPULATION CONTROL PROGRAM

WHEREAS, the New York State 2011 Budget contains new legislation concerning dog licensing and Animal Population Control Funds, and

WHEREAS, the new legislation gives a county the authority to create its own Animal Population Control Program, thereby receiving the Animal Population Control Funds collected within such county, and

WHEREAS, the Tompkins County SPCA and the Tompkins County Town Clerks Association have expressed a desire to create a plan for Tompkins County Animal Population Control, and

WHEREAS, the Tompkins County Administrator has indicated that the County would be in favor of such a plan, and

WHEREAS, the Town of Ulysses is in favor of such a plan, therefore.

BE IT RESOLVED, that the Town Board of the Town of Ulysses is in favor of the creation of a Tompkins County Animal Population Control Program.

BE IT RESOLVED that the Town Board of the Town of Ulysses approve giving the Winter Fest \$2000.

BE IT RESOLVED that the Town Board of the Town of Ulysses approve the purchase of a laptop in the amount of \$1,959 for the Planning Board and Zoning Board of Appeals.

SEPTEMBER 21, 2010 STB

***Letter to County about Youth Programming Cuts**

BE IT RESOLVED that the Town Board of the Town of Ulysses approve to send the letter presented by Ms. Tyler to the Tompkins County Legislators; Joe Mareane, Tompkins Co. Administrator; Nancy Zahler, TC Youth Director; Karen Coleman, TC Program Mng. Specialist; Nancy Irish and Carissa Parlato RYS Program Directors; and Durand VanDoren, Trumansburg Ulysses Youth Comm. Chair. Letter follows:

Dear County Legislators:

As members of the Ulysses Town Board we fully understand the financial constraints of these challenging times. However, we believe that it is short-sighted to eliminate all municipal matching funds for Youth Services from the 2011 budget. These matching funds ensure that the money is used for youth services on the local level where it is most needed. These cuts on top of cuts to the Learning Web will result in the elimination of programs that help at-risk youth in our community and others. It is hard to measure in dollar value the full scope of positive effects these programs have had on youth through activities, internships, and mentoring.

Several of us have witnessed how Carissa Parlato and Nancy Irish of Ulysses have worked with youth in our town at the local farmer's market, at Main Street clean up days, and in job placement. Through positive mentoring, many at-risk students have learned things about volunteering and employment including time management, appropriate dress, and helpful attitude that are so important to their future success in the work world. It is difficult for most of us to imagine how alienated some of the youth in our community may feel. Carissa describes how she casually met with needy students for lunch at the high school a few times, but now it has evolved into a weekly lunch group. A few students have told Carissa that they wish they could meet with her more often at lunch because it is so much better than sitting alone at the lunch table!

Without these programs many youth will be that much more susceptible to the negative activities that often go hand in hand with boredom and isolation; including drug use, teen pregnancy, and vandalism. Putting our most vulnerable youth at even greater risk because they have no opportunity for adult mentoring can result in significant long term costs to society for services like drug treatment, psychiatric counseling, or incarceration.

We respectfully request that you continue to partner with us in investing in youth services for the long term by restoring the matching funds to local municipalities for Youth Services in the 2011 County Budget. We do not see this as simply shifting the tax burden from the county to the towns since the loss in efficiency would in all probability raise taxes of residents within the county overall. The commonalities in youth problems and needs for services across all our municipalities would seem to make coordination of these services at the County level most effective from both a cost and a programmatic perspective.

We do appreciate your difficult work on the 2011 budget.

Sincerely,

BE IT RESOLVED that the Town Board of the Town of Ulysses approves to modify the 2010 budget in B8020.1 Planning PS needs to be increased by \$2000 and decrease B8020.4 Planning CE by \$2000.

***Request for Attorney to draft Dog Enumerator contract**

BE IT RESOLVED that the Town Board of the Town of Ulysses ask Ms. Geldenhuys to draw up a contract to hire a Dog Enumerator.

Ms. Marino moved to go into executive session to discuss matters related to the appointment, promotion, demotion, discipline, or removal of particular personnel. Mr. Kerness seconded the motion and the vote was taken.

OCTOBER 5, 2010 STM

***Appointing Lucia Tyler to the Board of Directors for the Tompkins County Health Care Consortium**

BE IT RESOLVED that the Town Board of the Town of Ulysses appoint Lucia Tyler to serve on the Board of Directors for the Tompkins County Health Care Consortium.

OCTOBER 12, 2010 RTB

BE IT RESOLVED that the Town Board of the Town of Ulysses approve the previous examined vouchers #398 through 435 in the amount of \$21,081.86.

***Approve minutes of 6/23, 7/13, 7/29, 8/18, 8/31, 9/14**

BE IT RESOLVED that the Town Board of the Town of Ulysses approve the Regular Town Board minutes of July 13, 2010, August 18, 2010 and September 14, 2010 and the Special Town Board minutes of June 23, 2010, July 29, 2010 and August 31, 2010.

BE IT RESOLVED that the Town Board of the Town of Ulysses approve the following budget modifications:

- Increase A1920.4 Municipal Dues by \$1100.
- Decrease A1910.4 Unallocated Insurance \$1100.
- Increase A9905.8 Disability Insurance 103.
- Decrease A1640.4 Central Garage 103.
- Increase SW8340.2 Trans. /Distribution EQ 100.
- Decrease SW8340.4 Trans. /Distribution CE 100.

***Amending Dog Enumerator contract**

BE IT RESOLVED that the Town Board of the Town of Ulysses adopt the contract as amended and move forward to hire a Dog Enumerator as an independent contractor. Contract follows:

**AGREEMENT WITH INDEPENDENT CONTRACTOR FOR SERVICES
DOG ENUMERATION**

THIS AGREEMENT is made this ____ day of _____, 2010 between the **TOWN OF ULYSSES** with offices at ____ Elm Street, Trumansburg, New York 14867 (hereinafter referred to as the "Town") and _____ whose mailing address is _____ (hereinafter referred to as the "Contractor").

The Town and Contractor agree as follows:

1. Services to be Performed. Contractor agrees to perform the following services for the Town and/or to provide the following products to the Town: Contractor will conduct a door-to-door dog enumeration by visiting each household in the Town (including the Village of Trumansburg) that does not have a licensed dog or dogs on record to observe if a dog is harbored there or if there are signs or evidence of a dog being harbored there. Contractor will be provided a listing of the households on each road in the Town and shall return the lists to the Town Clerk with written remarks regarding each household visited. Contractor shall leave a Town-provided flyer at each household where no one answers the door and shall not revisit such households, unless specifically authorized by the Town Supervisor. The list of households will be divided into zones and the Contractor will complete one zone at a time. The Contractor will represent the Town in a professional manner, relaying information about the Town via flyers and other material that is provided by the Town. Contractor will be provided a safety T-shirt with the "Town of Ulysses" on the left front breast pocket to identify him as a Town contractor. Contractor will begin the enumeration within ____ days of the full execution of this Agreement, and Contractor shall complete the enumeration by _____.
2. Fees. The Contractor shall be paid \$2.00 per household visited to cover the costs for travel and time associated with services to the Town. Billing will be based on the number of households visited, which is based on the household listing provided to the Contractor and then returned to the Town by the Contractor. The Town has no obligation to utilize the services of or pay the Contractor for any minimum number of hours. Mileage will not be a reimbursable expense. Contractor will not bill for any other disbursements, such as long distance telephone charges or meals.
3. Additional Fees. An additional \$1.00 will be paid for each new dog license issued by the Town from the first date Contractor visits households until 90 days after Contractor's last household visit. The Town will generate a list of new licenses on the 1st of each month during the applicable time period.

4. Term of Agreement.

- a) The term of this Agreement shall be from the date it is fully executed until _____, unless terminated earlier by either party.
- b) Notwithstanding the term set forth above, this Agreement may be terminated by either party at any time without cause upon seven (7) days prior written notice to the other party, in which case the Contractor shall be paid pro rata for the satisfactory work performed to the date of termination.
- c) This Agreement may be terminated immediately by either party upon the breach of any of its terms by the other party. Termination shall be effected by the breaching party's receipt of a written notice of termination setting forth the manner in which the party is in default
- d) In the event of the Town's termination for Contractor's default, the Contractor will be paid only for services performed in accordance with this Agreement. If it is later determined by the Town that the Contractor had an excusable reason for not performing, such as a strike, fire, flood, or other events which are not the fault of or are beyond the control of Contractor, the Town may allow the Contractor to continue work, or treat the termination as a termination without cause.

5. Payment for Services.

- a) Payment for services shall be submitted on the standard Town voucher which will list the number of households visited, as set forth in paragraph 2 above.
- b) The vouchers shall be submitted monthly covering services for the preceding month. The Town Board will review same and, if acceptable, pay for the services after submission of the vouchers to the Town Board and approval of same by the Board in compliance with the Town Board's statutory duties to audit claims for payment. The Town Clerk will submit a monthly voucher to the Town Board so it can audit the claim for the additional fees earned for new licenses issued.

6. Relationship. The Contractor is, for all purposes (including, without limitation, withholding of income tax, payment of workman's compensation, and payment of FICA taxes) an independent contractor and no employer-employee relationship is intended, implied or created by this Agreement. Contractor shall determine the times and manner of performance of any services for the Town hereunder consistent with the overall obligations to complete the work contemplated by this Agreement. Contractor shall be free to devote such portions of his time not required for the performance of services to the Town in such manner as Contractor sees fit and for such other persons, firms, or entities as Contractor deems advisable,

provided that such other services do not constitute a conflict of interest with the interests of the Town.

7. Ownership of Products of Service. All work products of any services to be performed hereunder shall be the property of the Town, and the Town is vested with all rights therein, including the right to use, duplicate, distribute, share or sell such materials, without any further compensation of any nature to Contractor.
8. Insurance Requirement. Throughout the term of this Agreement, Contractor will be required to provide proof of general commercial liability insurance coverage in an amount of no less than \$1, 000, 000, listing the Town of Ulysses as an additional insurance. Contractor will not be covered under the Town's general commercial liability insurance coverage.
9. Workers Compensation and Disability Insurance. Upon execution of this Agreement, the Contractor shall present to the Town proof either that the Contractor provides the levels of workers' compensation and disability coverage required by the State of New York or that the Contractor is not required to provide such coverage.
10. Indemnity. The Contractor agrees to defend, indemnify and hold harmless the Town, its elected officials, public officers, employees, and agents from and against all losses or claims, and costs incidental thereto (including costs of defense, settlement and reasonable attorney's fees) which any or all of them may incur, resulting from bodily injuries (or death) to any person, damage (including loss of use) to any property, other damages, or contamination of or adverse effects on the environment, caused by the acts or omissions of Contractor or Contractor's employees, agents or subcontractors, with respect to this Agreement. To the extent the Town is negligent; Contractor's indemnification shall not extend to the proportion of loss attributable to the Town's negligence.
11. Contractor May Not Assign. This Agreement may not be assigned by the Contractor without the previous written consent to such assignment from the Town, which consent may be withheld entirely at the discretion of the Town, it being understood that the Town is making this Agreement personally with the Contractor and is not intending that it be performed by any other person or entity.
12. Binding Nature of Agreement. This Agreement is binding upon the parties, their respective representatives and successors and, when assignment is permitted, assigns.
13. 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.

14. Notices. Any notices or other communications given under or in relation to this Agreement shall be deemed duly given if served personally or by commercial courier service upon the other party at the address set forth above, or, if the mails are operating, mailed by certified mail to the other party at the address set forth above, return receipt requested. All notices shall be effective upon the date of receipt. Either party may change the address to which notices are sent by giving notice of such change in the manner set forth above to the other party.
15. 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. This Agreement may be amended only by written instrument signed by each party.
16. Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between Contractor and the Town shall survive the completion of services hereunder and the termination of this Agreement.
17. Claims and Disputes Arbitration. The Town may elect to subject disputes arising out of this Agreement to resolution by mediation or arbitration or litigation. This election can be made at any time up until sixty (60) days after the claim or dispute arises in writing. If the Town does not make an election, the dispute shall be subject only to litigation. Unless otherwise agreed by the parties at the time of such election, the rules governing mediation or arbitration invoked by the Town shall be the Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association. Contractor hereby waives the right to elect the method of dispute resolution and agrees that this waiver is supported by sufficient and appropriate consideration.
18. 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.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year written below.

TOWN OF ULYSSES

By:
Roxanne Marino, Town Supervisor

Date: _____

CONTRACTOR

BE IT RESOLVED that the Town Board of the Town of Ulysses moves to approve the materials developed by Marsha Georgia and Liz Thomas for the dog enumeration process including the notification postcard to send to residents without a licensed dog, door drop flyer with licensing info, and enumerator form.

FURTHER RESOLVE to allow Ms. Marino, Ms. Thomas and Ms. Georgia to discuss and agree to contract with one of the potential enumerators who has expressed interest in the town’s dog enumeration work.

***Approval of Justice grant application to JCAP**

BE IT RESOLVED that the Town Board of the Town of Ulysses approves Justice Schlee’s request to submit a grant application to JCAP for the 2010/2011 grant.

***Support for Association of Towns resolutions**

BE IT RESOLVED that the Town Board of the Town of Ulysses supports the following resolutions submitted by Don Barber, Supervisor Town of Caroline and requests that resolutions #10 titled Preserve Town Land Use Authority in the Natural Gas Exploration and Extraction Approval Process & #12 Road Preservation Bonds and Road Use Agreements be added to the list of resolutions voted on at the Association of Towns annual business meeting in February 2011.

BE IT FURTHER RESOLVED that this resolution be certified and sent to Mr. Barber and the Association of Towns.

Ms. Marino moved to go into executive session to discuss matters related to the appointment, promotion, demotion, discipline, or removal of particular personnel. Mr. Tyler seconded the motion.

OCTOBER 13, 2010 STB

BE IT RESOLVED that the Town Board of the Town of Ulysses reduce line item DA9950.9 to \$60,000 in the 2011 budget.

OCTOBER 22, 2010 STB

Ms. Marino moved to go into executive session to discuss matters related to the appointment, promotion, demotion, discipline, or removal of particular personnel. Ms. Tyler seconded the motion.

BE IT RESOLVED that the Town Board of the Town of Ulysses approve to add \$2500 back to the Stream Research.

Further Resolve that the Town receives reports of compliance to State/Federal regulations and will be provide recommendations for mitigation of out of compliance conditions and

Further Resolve provide out reach education in Ulysses.

***Moving Tentative Budget to Preliminary Budget**

BE IT RESOLVED that the Town Board of the Town of Ulysses moves the Tentative Budget to Preliminary Budget with the modifications done tonight.

OCTOBER 26, 2010 STB

BE IT RESOLVED that the Town Board of the Town of Ulysses go into executive session to discuss a possible matter of litigation.

NOVEMBER 9, 2010 RTB

BE IT RESOLVED that the Town Board of the Town of Ulysses approves the following 2010 budget modifications:

A Fund

- Increase A1670.4 \$1,500
- Decrease A1910.4 1,500
- Increase A1620.4 4,554

Further resolve that the Town Board approves the transferring of \$4,554 out of Building Repair Reserve A882 for the emergency repairs to the Town Hall ceilings.

SW3 Fund

- Increase SW3-8340.2 250
- Decrease SW3-8340.4 250

BE IT RESOLVED that the Town Board of the Town of Ulysses approve the previous examined vouchers #436 through 476 (#466 deleted) in the amount of \$107,756.06.

BE IT RESOLVED that the Town Board of the Town of Ulysses approves to pay in the amount of \$900 for 2010 dues to the Cayuga Lake Watershed Intermunicipal Organization.

BE IT RESOLVED that the Town Board of the Town of Ulysses approve to create line A9901.98 NYS Retirement Reserve.

Further resolve to include that in the 2011 budget in the amount of \$15,000.

***Adoption of 2011 Budget**

BE IT RESOLVED that the Town Board of the Town of Ulysses adopts the 2011 budget as modified with the above establishment of the NYS Retirement Reserve Account A9901.98.

***Approval of minutes from 9/21, 10/12, 10/13**

BE IT RESOLVED that the Town Board of the Town of Ulysses approve the minutes of the Regular Town Board meeting of October 12, 2010, and the Special Town Board meetings of September 21, 2010 and October 13, 2010, as modified and corrected.

NOVEMBER 17, 2010 STB

***Amendments to Procurement Policy**

BE IT RESOLVED that the Town Board of the Town of Ulysses remove the examples of purchases listed after State (tires, salt, gas, etc.) and County (guard rails, asphalt, stone, etc.) contracts from the Procurement Policy.

BE IT RESOLVED that the Town Board of the Town of Ulysses adopt the Procurement Policy as modified. Policy follows:

TOWN OF ULYSSES
PROCUREMENT POLICY

WHEREAS, Section 104-b of the General Municipal Law requires the governing body of every municipality to adopt a procurement policy for all goods and services which are not required by law to be publicly bid and

WHEREAS, comments have been solicited from all officers in the Town of Ulysses involved in the procurement process, now, therefore be it

RESOLVED, that the Town of Ulysses does hereby adopt the following procurement policy which is intended to apply to all goods and services which are not required by law to be publicly bid.

1. Every purchase to be made must be initially reviewed to determine whether it is a Purchase Contract or a Public Works contract. Contracts which involve substantial or extensive services, or involve special skills so that the acquisition of the commodity is incidental to the labor should be treated as Public Works Contracts. Purchases and true rentals or leases of property do not constitute “purchase contracts” within the meaning and intent of General Municipal Law 103 and therefore are not subject to the requirements specified in (1) above. Contracts where there is little or no labor involved and involves primarily the procurement of commodities should be treated as Purchasing Contracts (ref: OSC 1998 publication 3006 on the Applicability of General Municipal Law 103).

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 is not subject to competitive bidding, taking into account past purchases and the aggregate amount to be spent in a year. The following items are not subject to competitive bidding pursuant to Section 103 of the General Municipal Law: purchase contracts under \$20,000 and public works contracts under \$35,000; emergency purchases; goods purchased from agencies for the blind or severely handicapped; goods purchased from agencies for correctional institutions; purchases under State and County contracts; and surplus and second-hand purchases from another governmental entity. In considering the thresholds for competitive bidding, the aggregate amount to be expended in a fiscal year for an item or commodity to be purchased or the same type of public work must be considered.

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 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.

2. All goods and services will be secured by use of written requests for proposals, written quotations, or any other method that assures that goods will be purchased at the lowest price and that favoritism will be avoided.

3. The following method of purchase will be used when required by this policy in order to achieve the highest savings.

**Estimated Amount
Of Purchase Contract**

Method

(Est. labor cost no greater than 20% of the total cost)

\$0 – 500

Prior approval of
Department Head

\$501 – 1,000	Supervisor	Prior approval from	
\$1,001 – 4,000	Supervisor & notification	2 written/fax quotations and prior approval from	to TB
\$4,001 - 19,999		3 Written/fax quotations or written request for proposal and prior approval	from Town Board.

Exception:

1. Highway Superintendent is authorized to incur expenses not to exceed \$4,000.00 for repair and maintenance to highway equipment without Board or Supervisor approval.
2. Highway Superintendent is authorized to purchase capital equipment with prior approval of the Town Board and an agreed upon spending limit.

**Estimate Amount of
Public Works Contract**

Method

\$0 – 1,000	Supervisor.	Prior approval of	
\$1,001 – 10,000	Town Board.	2 Written/fax quotations and prior approval from	
\$10,001 – 34,999		3 Written/fax quotations or written requests for proposal and prior approval	from the Town Board.

Exception:

The Highway Superintendent is authorized to incur expenses not to exceed \$4,000 for repair and maintenance of highway equipment without Board or Supervisor approval.

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 proposal be a bar to the procurement.

4. All procurements made under one of the above listed circumstances require written documentation of the circumstances and reasoning or information used.

5. 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.

6. Pursuant to General Municipal Law Section 104-b (2) (f), this procurement policy specifies the following circumstances when, or types of procurement 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 Town of Ulysses.

- a. 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 Town Board 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; services of a physician; technical services of an engineer engaged to prepare plans, maps and estimates; securing insurance coverage and/or accountant; investment management services; printing services involving extensive writing, editing or art work; management of services for customized programs, or services involved in substantial modification and customizing of pre-packaged software.

- b. Emergency purchases pursuant to Section 103 (4) of the General Municipal Law. 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 life, health, safety or welfare of the residents. This section does not preclude alternate proposals if time permits.

c. Purchases of surplus and second-hand goods from any source.

- d. Sole-source items.

All procurements made under one of the above listed circumstances require written documentation of the circumstances and reasoning or information used.

- 7. The unintentional failure to comply with the provisions of this policy shall not be grounds to void action taken or give cause for action against the Town or any officers or employees thereof.

- 8. This policy shall be reviewed annually by the Town Board at their organizational meeting or as soon afterward as practical. The adopted policy will be distributed to all department heads.

***Investigating procedure for selling Town-owned land**

BE IT RESOLVED that the Town Board of the Town of Ulysses approve to have Attorney Geldenhuys look into the procedure for selling Town-owned real property.

***Approval of minutes for 10/5, 10/22, 10/26**

BE IT RESOLVED that the Town Board of the Town of Ulysses approve the minutes of Special Board meetings dated October 5, 22, and 26 as edited by Ms. Poelvoorde, Ms. Marino and Ms. Tyler.

DECEMBER 14, 2010 RTB

A Fund

Appropriation line 1640.7	Central Print / Mail	increase	\$ 244
Appropriation line 1620.4	Buildings CE	increase	\$1,095
Appropriation line 1650.4	Central Communications CE (website)	increase	\$1,319
Appropriation line 5010.4	Highway Supervisor CE	increase	\$ 50
Appropriation Line 5132.4	Garage CE	decrease	\$2,708
Appropriation line 1920.4	Municipal Dues (Cayuga Lake IO & Chamber of Commerce)	increase	\$ 970
Appropriation line 1010.4	Town Board CE	decrease	\$ 970
Appropriation line 9060.8	Medical Insurance (Town Share)	increase	\$ 528

Appropriation line 1910.4 Unallocated Insurance decrease \$ 528

B Fund

Appropriation line 9060.8 Medical Insurance (Town Share) increase \$1,062

Appropriation line 8011.1 Deputy Zoning Officer PS decrease \$1,062

DB Fund

Appropriation line 5110.1 General Repairs PS increase \$9,000

Appropriation line 9010.8 State Retirement increase \$ 640

Appropriation line 9030.8 Social Security increase \$ 474

Appropriation line 9040.8 Workers Comp decrease \$2,871

Revenue line DB599 Appropriated Fund Balance increase \$7,250

SW3 Fund

Appropriation line 8340.4 Transmission /Distribution CE increase \$ 485

Appropriation line 8340.2 Transmission /Distribution EQ decrease \$ 289

Appropriation line 8310.4 Administration CE decrease \$ 196

BE IT RESOLVED that the Town Board of the Town of Ulysses approve the previous
examined vouchers numbered 477 through 525 in the amount of \$55,294.03.

***Approval of minutes for 11/3, 11/9, 11/17**

BE IT RESOLVED that the Town Board of the Town of Ulysses approve the minutes
of the Regular Town Board meeting of 11/09/2010; the Special Town Board meeting
of 11/17/2010; the Public Hearings of 11/03/2010 and 11/17/2010.

***Switch ToU to 100% Renewable Energy through NYSEG**

BE IT RESOLVED that the Town Board of the Town of Ulysses notify NYSEG Solutions
that the Town of Ulysses switch to the 100% Renewable Energy.

***Approval of Medicare Supplemental insurance for employees on Medicare**

BE IT RESOLVED that the Town Board of the Town of Ulysses approves the Medicare
Supplemental insurance for those employees currently on Medicare.

***Changing the payroll service**

BE IT RESOLVED that the Town Board of the Town of Ulysses approves the change for the payroll service from ADP to Paychex, Inc.

***SEQR determination for Franziska Racker Center renovation**

WHEREAS, the Franziska Racker Centers (“the Applicant”) filed an application for a special permit and site plan review for a project to renovate the existing 25,000 square foot school building located at 3226 Wilkins Road in the Town of Ulysses (hereafter “the Property”), construct two single-story additions totaling 8,500 square feet, modify the existing west parking lot to become ADA compliant, add a new landscape buffer along Wilkins Road facing the residential neighbors, and as a later phase, add a new 55 space parking lot behind the east side of the school (collectively “the Project”); and

WHEREAS, the Project is an Unlisted action under the State Environmental Quality Review Act, and is subject to environmental review; and

WHEREAS, the Applicant completed Part I of the Short Environmental Assessment Form (SEAF);

WHEREAS, the Town Board completed Part II of the SEAF;

NOW, THEREFORE, BE IT RESOLVED that the Town Board determines, based on the information and analysis set forth in the SEAF and supporting documentation submitted by the Applicant, that the proposed action will not result in any significant adverse environmental impacts.

**SPECIAL PERMIT APPLICATION: FRANZISKA RACKER CENTERS
PROJECT**

WHEREAS, the Franziska Racker Centers filed an application for a special permit and site plan review for a project to renovate the existing 25,000 square foot school building located at 3226 Wilkins Road in the Town of Ulysses (hereafter “the Property”), construct two single-story additions totaling 8,500 square feet, modify the existing west parking lot to become ADA compliant, add a new landscape buffer along Wilkins Road facing the residential neighbors, and as a later phase, add a new 55 space parking lot behind the east side of the school (collectively “the Project”); and

WHEREAS, the Property is located in a moderate density residential zone; and

WHEREAS, a school is a permitted use in this zone with a special permit approved by the Town Board, pursuant to §8.5 of the Zoning Law; and

WHEREAS, the Town Board referred the application to the Planning Board for Site Plan Review pursuant to §3.4 of the Town of Ulysses zoning law; and

WHEREAS, the Project is an Unlisted action under the State Environmental Quality Review Act, and is subject to environmental review; and

WHEREAS, the Planning Board and the Town Board held a joint Public hearing for a Special Permit and Site Plan Review for the Project on November 17, 2010; and

WHEREAS, legal notice of the public hearing was published and properly posted; and

WHEREAS, the Planning Board passed a Resolution on November 17, 2010, approving the site plan for the Project and recommending to the Town Board that it grant the Special Permit; and

WHEREAS, the Planning Department of the County of Tompkins reviewed the Project under General Municipal Law §239- 1, -m and -n and concluded that it did not have negative inter-community or county-wide impacts, as set forth in a letter to the Code Enforcement Officer dated December 3, 2010; and

WHEREAS, the applicant submitted the following documentation, which has been reviewed by the Town Board:

1. A narrative describing the project;
2. Part 1 of a short Environmental Assessment Form;
3. A survey map showing location of the Property, topography, streets, highway, adjacent neighbors, and buildings;
4. A Stormwater Pollution Prevention Plan, Narrative and Calculations, subject to further review by Tompkins County Soil and Water Services;
5. A nine page site plan showing existing and proposed site work and proposed buildings; and

WHEREAS, the Town Board made a negative determination of environmental significance in a resolution adopted on December 14, 2010;

NOW, THEREFORE, BE IT RESOLVED that the Town Board makes the following findings:

1. All required written submissions for the Project are complete.

2. The public was provided an opportunity to comment on the Project and all such comments were considered by the Town Board.
3. A school is a permitted use in the Moderate-Density Residence District (R-2) by Special Permit.
4. An educational facility provides benefit to the community.
5. The site plan for the Project, as approved by the Planning Board, protects the general welfare, health and safety of the community, in that:
 1. The proposed new construction blends as unobtrusively as possible into the current landscape and the current aesthetic character of the complex is maintained;
 2. Additional lighting for the proposed parking lot at the back of the building will not produce excessive illumination;
 3. Stormwater run-off from the proposed parking lot will be mitigated by the construction of a small retention pond.
 - d. New trees and shrubs at the school entrance along Wilkins Road will supplement existing spruce trees to create a landscape buffer facing residential neighbors.

AND BE IT FURTHER RESOLVED that the Town Board approves the Special Permit for the Franziska Racker Centers Project.

***Insurance contract**

BE IT RESOLVED that the Town Board of the Town of Ulysses approves the insurance contract with E. C. Cooper for a total premium of \$18,609.74 and authorize Supervisor Marino to sign the contract.

***Gifts for employees and volunteers**

BE IT RESOLVED that the Town Board of the Town of Ulysses provide gift certificates of \$50 to all non-elected employees and the volunteer committees and boards appointed by the Town Board that regularly hold meetings.

***New telephone system**

BE IT RESOLVED that the Town Board of the Town of Ulysses authorizes Supervisor Marino to contract with All-Mode Communications for a new voicemail system in the amount of \$1,946.

***Local Law #2: Dog Licensing and Control Law for the Town of Ulysses**

BE IT RESOLVED that the Town Board of the Town of Ulysses adopt Local Law #2 for the year 2010 "Dog Licensing and Control Law of the Town of Ulysses", with the corrections made tonight as follows:

**Local Law #2 for the Year 2010
Dog Licensing and Control Law
of the Town of Ulysses**

Section 1. Title. The title of this Local Law shall be, "**Dog Licensing and Control Law of the Town of Ulysses**".

Section 2. Authority. This Local Law is enacted pursuant to the provisions of (Chapter 59; Part T of the laws of 2010) Article 7 of the Agriculture and Markets Law and the Municipal Home Rule Law of the State of New York.

Section 3. Purpose. The Town Board of the Town of Ulysses, County of Tompkins hereby finds and declares that the purpose of this Local Law is to provide for the licensing and identification of dogs.

Section 4. Application.

1. This Local Law shall apply to all areas of the Town of Ulysses, including the Village of Trumansburg.
2. In the event that any dog owned by a non-resident of the Town of Ulysses is harbored within the Town for a period of 30 days or less, such dog shall be exempt from the identification and licensing provisions of this Local Law, provided such dog is licensed pursuant to the provisions of law in the area of residence.
3. This Local Law shall not apply to any dog confined to the premises of any public or private hospital devoted solely to the treatment of sick animals, or confined to an animal shelter devoted to the impounding and caring of animals.

Section 5. Definitions As used in this Local Law, the following words shall mean:

1. "Altered" shall refer to a dog that has been spayed or neutered.
2. "At large" means an unleashed dog not under control of the owner and off the premises of the owner.
3. "Companion animal" means any dog or cat, and shall also mean any other domesticated animal normally maintained in or near the household of the owner or person who cares for such other domesticated animal. "Companion animal" shall not include a "domestic animal" as defined in this Section.

4. "Dangerous dog" means any dog which
 - a. without justification attacks a person, companion animal, farm animal, or domestic animal as defined in this section and causes physical injury or death, or
 - b. behaves in a manner which a reasonable person would believe poses a serious and unjustified imminent threat of serious physical injury or death to one or more persons, companion animals, farm animals or domestic animals or
 - c. without justification attacks a "Guide Dog", "Hearing Dog", "Service Dog", "Working Search Dog", "War Dog", "Detection Dog", "Police Work Dog", or "Therapy Dog" and causes physical injury or death.
 - d. "Dangerous dog" does not include a "Police Work Dog", while being used to assist one or more law enforcement officers in the performance of their official duties.
5. "Detection dog" means any dog that is trained and is actually used for such purposes or is undergoing training to be used for the purpose of detecting controlled substances, explosives, ignitable liquids, firearms, cadavers, or school or correctional facility contraband.
6. "Dog" means any member of the species canis **familiaris**.
7. "Dog Control Officer" means any individual appointed by the Town to assist in the enforcement of this Local Law or any authorized officer, agent or employee of an incorporated humane society or similar incorporated dog protective association under contract with the Town to assist in the enforcement of this Local Law.
8. "Domestic animal" means any domesticated sheep, horse, cattle, fallow deer, red deer, sika deer, whitetail deer which is raised under license from the New York State Department of Environmental Conservation, llama, goat, swine, fowl, duck, goose, swan, turkey, confined domestic hare or rabbit, pheasant or other bird which is raised in confinement under license from the New York State Department of Environmental Conservation before release from captivity, except that the varieties of fowl commonly used for cock fights shall not be considered domestic animals for the purposes of this Local law.
9. "Farm animal", as used in this Local Law, means any ungulate, poultry, species of cattle, sheep, swine, goats, llamas, horses or fur-bearing animals, as defined in New York State Environmental Conservation Law, which are raised for commercial or subsistence purposes. Fur-bearing animal shall not include dogs or cats.
10. "Guide dog" means any dog that is trained to aid a person who is blind and is actually used for such purpose, or any dog owned by a recognized guide dog training center located within the State of New York during the period such dog is being trained or bred for such purpose.
11. "Harbor" means to provide food or shelter to any dog.

12. "Hearing dog" means any dog that is trained to aid a person with a hearing impairment and is actually used for such purpose, or any dog owned by a recognized training center located within the State of New York during the period such dog is being trained or bred for such purpose.
13. "Identification tag" means a tag issued by the Town of Ulysses or other licensing municipality which sets forth an identification number, together with the name of the municipality, the State of New York, contact information, including telephone number for the municipality, and such other information as the licensing municipality deems appropriate.
14. "Identified dog" means any dog carrying an identification tag.
15. "Municipality" means any county, town, city or village.
16. "New York State Agriculture and Markets Law" means the Agriculture and Markets Law of the State of New York in effect as of the effective date of January 1, 2011 and as amended thereafter.
17. "Owner" means any person who harbors or keeps any dog. If a dog is not licensed, the term of "owner" shall designate and cover any person or persons, firm, association or corporation who or which at any time owns or has custody or control of, harbors, or is otherwise responsible for any animal which is kept, brought or comes within the Town. Any person owning or harboring a dog for a period of one week prior to the filing of any complaint charging a violation of this Local Law shall be held and deemed to be the owner of such dog for the purpose of this Local Law. In the event any dog found to be in violation of this Local Law shall be owned by a minor (under 18 years of age), the head of the household in which said minor resides shall be deemed to have custody and control of said dog and shall be responsible for any acts of said dog and violation of this Local Law.
18. "Owner of record" means the person purchasing the license or in whose name any dog was last licensed. An owner of record shall be 18 years of age or older.
19. "Person" means any individual, corporation, partnership, association or other organized group of persons, municipality, or other legal entity.
20. "Police work dog" means any dog owned or harbored by any state or municipal police department or any state or federal law enforcement agency, which has been trained to aid law enforcement officers and is actually being used for police work purposes.
21. "Purebred Dog" means a dog registered by a nationally recognized registry association.
22. "Recognized registry association" means any registry association that operates on a nationwide basis, issues numbered registration certificates and keeps such records as may be required by the Commissioner of Agriculture.
23. "Service dog" means any dog that has been or is being individually trained to do work or perform tasks for the benefit of a person with a disability, provided that the dog is or will be owned by such person or that person's parent, guardian or other legal representative.

24. "Therapy dog" means any dog that is trained to aid the emotional and physical health of patients in hospitals, nursing homes, retirement homes and other settings and is actually used for such purpose, or any dog owned by a recognized training center located within the state during the period such dog is being trained or bred for such purpose.
25. "Tompkins County Working dog" shall refer to any "Guide Dog", "Hearing Dog", "Service Dog", "Working Search Dog", "War Dog", "Detection Dog", "Police Work Dog", or "Therapy Dog" as defined by this Local Law and Article 7 of New York State Agriculture & Markets Law, and is duly licensed by any licensing municipality within Tompkins County, New York and wearing a Tompkins County Working Dog tag.
26. "Town" means the area within the corporate limits of the Town of Ulysses, including the Village of Trumansburg.
27. "Town Board" means the Town of Ulysses Board.
28. "Town Clerk" means the Ulysses Town Clerk.
29. "Unaltered" shall refer to any dog that is not spayed or neutered.
30. "Village" means the area within the corporate limit of the Village of Trumansburg.
31. "War dog" means any dog which has been honorably discharged from the United States armed services.
32. "Working search dog" means any dog that is trained to aid in the search for missing persons and is actually used for such purpose.

Section 6. Licensing.

1. Application for Original License.

- a. The owner of any dog reaching the age of four months shall immediately make application to the Town Clerk for a dog license on a form provided by the Town Clerk's Office. No license shall be required for any dog which is under the age of four months and which is not at large, or any dog that is residing in a pound or shelter maintained by or under contract or agreement with the State of New York or any county, city, town or village, duly incorporated society for the prevention of cruelty to animals, duly incorporated humane society or duly incorporated dog protective association.
- b. In the case of an unlicensed dog being redeemed by the owner or a dog being adopted from a shelter or pound, the Town Clerk and the manager of the facility shall establish a licensing procedure that is agreeable and beneficial to both the Town of Ulysses and the shelter or pound.

- 2. Rabies Vaccination Required.** All applications for a dog license shall be accompanied by a valid rabies certificate signed by a licensed veterinarian or, in lieu thereof, a statement certified by a licensed veterinarian stating that the dog is too young to be vaccinated or because of old age or another reason, the life of the dog would be endangered by the administration of vaccine. A copy

of the rabies certificate or certified statement shall be attached to the Clerk's copy of the application. In the case of an unlicensed dog being redeemed by the owner or a dog being adopted from a shelter, copies of the rabies certificate shall be forwarded to the Town Clerk. Such records shall be kept on file by the Town Clerk and be made available upon request for rabies and other animal disease control efforts.

- 3. Spay/Neuter Certificates.** In the case of a spayed or neutered dog, every application shall be accompanied by a certificate signed by a licensed veterinarian, showing that the dog has been spayed or neutered. In lieu of the spay or neuter certificate an owner shall present a statement certified by a licensed veterinarian stating that he has examined the dog and found that because of old age or other reason, the life of the dog would be endangered by spaying or neutering. In such case, the license fee for the dog shall be the same as for a spayed or neutered dog as set forth in Part 7 of this Section.
- 4. License.** Upon receiving a complete application, the required documents and the fee, the Town Clerk shall issue a license and tag. The Town Clerk's copy shall be kept on file in accordance with the Records Retention and Disposition Schedule MU-1 issued by the New York State Archives and Records Administration.
- 5. Expiration of License.** An original license shall be issued for a period of one year, and shall expire on the last day of the month one year from the date of issue.
- 6. License Renewal.**
 - a. License renewal forms shall be mailed by the Town Clerk.
 - b. A new rabies certificate shall be required if the one on record has expired or expires within 30 days of the date of renewal. An in-lieu-of statement as described in Part 2 of this Section may be substituted for a rabies certificate. New rabies certificates and statements shall be copied and attached to the Town Clerk's copy of the renewal.
 - c. A spay/neuter certificate shall not be required if one is already on file with the Town Clerk. In a case where the dog has been altered during the preceding year, the certificate shall be presented to the Town Clerk in order to receive the reduced fee for an altered dog. The Town Clerk shall make a copy of the certificate and attach it to the original license on file.
 - d. The renewal shall expire on the last day of the month in the same month that it was originally issued. (i.e., a license originally issued in January will always expire in January.)
 - e. Renewing early or late, does not change the renewal month. However, owners having more than one dog may request common renewal dates for their licenses, which may be granted at the discretion of the Town Clerk, provided that all other licensing and renewal requirements are met. No licensing fees will be prorated, refunded, or waived when accommodating such a request.

- f. Upon renewal the Town Clerk shall provide a validated license to the owner. The Clerk's copy shall be kept on file in accordance with the Records Retention and Disposition Schedule MU-1 issued by the New York State Archives and Records Administration.

7. License Fees.

- a. Pursuant to this Local Law, the Town Board of the Town of Ulysses is authorized to establish by resolution, a schedule of fees pertaining to the licensing, identification and enumeration of dogs. The Town Board may amend the fee schedule by resolution from time to time as it deems appropriate. The most current fee schedule will be kept on file in the office of the Ulysses Town Clerk for public inspection.
- b. All applications for original licenses or renewals shall be accompanied by a fee established by resolution of the Ulysses Town Board.
- c. All revenue derived from such fees shall be the sole property of the Town of Ulysses and shall be used only for controlling dogs and enforcing this Local Law and Article 7 of New York State Agriculture and Markets Law. Said revenue may also be used to subsidize the spaying or neutering of dogs, to subsidize any facility as authorized under Article 7 of New York State Agriculture and Markets Law, and to subsidize public humane education programs related to responsible dog ownership.
- d. In no event shall any money derived from license fees be used to subsidize the spaying or neutering of cats or animals other than dogs.
- e. No license fees are refundable or partially refundable in the event that a dog is lost, stolen, sold, given away, surrendered or deceased before the expiration of the license.
- f. An additional fee may be established by resolution of the Ulysses Town Board should a dog be identified as unlicensed during an enumeration. Such additional fee shall be the property of the Town of Ulysses and shall be used to pay the expenses incurred while conducting the enumeration. In the event the additional fees collected exceed the expenses incurred, such excess fees may be used for enforcing this Local Law and for spaying or neutering dogs and cats.
- g. In addition to the fees set by the Town Board, an additional New York State Spay/Neuter Surcharge shall be assessed for the purpose of carrying out population control efforts as mandated by Article 7 of New York State Agriculture and Markets Law. Money derived from such additional assessment may be used to subsidize the spaying and neutering of cats as well as dogs pursuant to Article 7 of New York State Agriculture and Markets Law.

- ## **8. Exemptions to License Fees.**
- Licenses for any guide dog, hearing dog, service dog, war dog, working search dog, detection dog, police work dog or therapy dog shall be exempt from license fees. Each copy of any license for such dogs shall be conspicuously marked "Guide Dog", "Hearing Dog", "Service Dog",

"Working Search Dog", "War Dog", "Detection Dog", "Police Work Dog", or "Therapy Dog", as may be appropriate, by the Town Clerk. Pursuant to Article 7 of New York State Agriculture and Markets Law, said dogs are not exempt from the mandated population control fee.

9. Identification of dogs.

- a. When a dog is originally licensed, a Town of Ulysses identification number will **be** assigned and an identification tag shall be issued, which shall be worn by the dog at all times.
- b. Existing New York State Agriculture and Markets dog licenses being renewed or transferred in from another municipality shall be assigned a Town of Ulysses identification number and an identification tag shall be issued. The New York State Agriculture and Markets tag or other municipality's tag shall be discarded and the Town of Ulysses tag shall be worn by the dog at all times.
- c. A dog participating in a dog show is exempted from wearing an identification tag only for the duration of the show.
- d. No identification tag shall be affixed to the collar of any dog other than the dog to which it was assigned.
- e. Any guide dog, hearing dog, service dog, war dog, working search dog, detection dog, police work dog or therapy dog shall be issued a Town of Ulysses identification tag and a Tompkins County Working Dog tag. Both tags shall be worn by the dog at all times.
- f. Lost tags shall be replaced at the expense of the owner at a fee set by the Ulysses Town Board.

10. Change of Address. When there is a change of address for the owner of record, the owner shall notify the Town Clerk's Office of such change. If the change is still within the Town of Ulysses, the Town Clerk will make the appropriate updates to the dog license record. If the change is located outside the Town of Ulysses, the Town Clerk shall make a note in the record and cancel the license. The Clerk shall forward a copy of the license to the Clerk of the municipality to which the owner has moved, informing said Clerk that the dog now resides in their municipality.

11. Change of Ownership. In the event of a change in the ownership of any dog licensed in the Town of Ulysses, the new owner shall immediately make application for a license for such dog. Additionally, the original owner of record shall notify the Town Clerk's Office of the change of ownership. Such original owner of record shall be liable for any violation under this Local Law until such filing is made or until the dog is licensed in the name of the new owner.

12. Lost, Stolen or Deceased Dog. If any dog which has been licensed in the Town

of Ulysses is

13. Lists of Licensed Dog Owners. No dog licensing records, information, or lists

shall be made

14. Purebred Licenses.

- a. Purebred Licenses are offered in the Town of Ulysses as an alternative to individual dog licenses for owners actively involved in the breeding and sale of purebred dogs.
- b. To qualify for a Purebred License, a person must own five or more purebred dogs and at least five of those dogs must be unaltered. The purebred dogs must be registered by a recognized registry association as defined in Agriculture and Markets Law § 108.
- c. At the time of application, the Town Clerk shall assign a Purebred License identification number.
- d. Application for a purebred license shall be on a form provided by the Town Clerk and shall include rabies vaccination certification as specified in Part 2 of this Section for every dog listed on the license, a copy of which shall be kept on file by the Town Clerk.
- e. Copies of registry papers for every dog or a comprehensive list of registry numbers and associations shall be required and filed with the Clerk's copy of the license.
- f. All dogs over four months of age must be listed and included in the purebred license.
- g. Purebred licenses shall be issued for one year and renewed annually.
- h. All applications for and renewals of purebred licenses shall be accompanied by a fee as set by resolution of the Town Board. In addition, an assessment of \$3.00 for each dog unaltered dog and \$1.00 for each altered dog shall be added for the purpose of carrying out animal population control efforts as mandated by Article 7 of New York State Agriculture and Markets Law. No fee or portion thereof shall be refundable once the license is issued.
- i. The Town Clerk may request that the Dog Control Officer verify the number of dogs being claimed on any purebred license.
- j. No purebred license is transferable. Upon change of ownership of any dog licensed under a purebred license, the new owner shall immediately make application for a license pursuant to Part 1 of this Section, except when the new owner holds a valid purebred license and adds the dog to such purebred license.

15. Wolf/dog hybrid. A wolf/dog hybrid, or any animal whose overall appearance makes it difficult, or impossible to distinguish from a wolf (*Canis lupis*), or a coyote (*Canis latrans*) may not be licensed in the Town of Ulysses. NYS Department of Environmental Conservation regulates them under Dangerous Wildlife License pursuant to Environmental Conservation Law §3-0301, 11-0325, 11-051 and 6 NYCRR Part 175 and Part 180. A copy of such permit must be filed with the Ulysses Town Clerk in lieu of a dog license.

Section 7. Prohibited Acts.

It shall be unlawful for any owner of a dog to permit or allow such dog to:

1. Run at large.
2. When within the corporate limits of the Village of Trumansburg, be off the owner's property unless restrained and controlled by an adequate collar and a leash
3. When in the area of the Town of Ulysses outside the corporate limits of the Village, be off the owner's property unless restrained by an adequate collar and leash except when it is accompanied by its owner or a responsible person able to control it by command.
4. Engage in habitual loud howling, barking, crying or whining or conduct itself in such a manner so as to unreasonably and habitually annoy and/or disturb any person other than the owner of such dog.
5. Cause damage or destruction to property or defecate, urinate, dig or otherwise commit a nuisance other than on the property of the owner of such dog.
6. Chase, bite, jump upon or at, or otherwise harass any person in such a manner as to reasonably cause intimidation or fear or to put such person in reasonable apprehension of bodily harm or injury.
7. Chase, run alongside of, bark at or otherwise harasses any motor vehicle, motorcycle, bicycle, carriage or any other vehicle or device used by persons for travel or any riders or occupants thereof while said vehicle or device is on a public highway or private property other than property of the owner of said dog. For purposes of this section, a horse or other animal shall be considered a vehicle or device.

It shall also be unlawful for any dog owner to:

1. Fail to license any dog at the age of four (4) months or older, or allow any dog to be unlicensed due to failure to renew a dog license.
2. Fail to have any dog identified by a valid and current Town of Ulysses dog license identification tag.
3. Knowingly affix to any dog any false or improper identification tag or any identification tag belonging to another dog.
4. Fail to confine, restrain or present such dog for any lawful purpose pursuant to this Local Law or Article 7 of New York State Agriculture and Markets Law.
5. Furnish any false or misleading information on any license or form, required by the Town, the Ulysses Dog Control Officer, or any shelter or pound servicing the Town of Ulysses.
6. Fail to notify the Town Clerk of any change of ownership, change of address, death or loss of any dog licensed in the Town of Ulysses.

7. License a wolf/dog hybrid or any animal whose overall appearance makes it difficult or impossible to distinguish it from a wolf (*Canis lupis*), or a coyote (*Canis latrans*) as a dog in the Town of Ulysses. See Section 6 - #15.
8. Fail to obtain a permit from the Department of Environmental Conservation for a wolf/dog hybrid or any animal whose appearance makes it impossible to distinguish it from a wolf (*canis lupus*) or a coyote (*canis latrans*) and/or fail to file such permit with the Town of Ulysses in lieu of a dog license.
9. Violate the provisions of New York State Agriculture and Markets Law 351, which prohibits an

Establishment of the fact or facts that a dog or its owner has committed any of the acts above prohibited by this Local Law shall be presumptive evidence against the owner of such dog that he/she has failed to properly confine, leash or control his/her dog.

Section 8. Removal of Feces.

1. Any owner who allows a dog to defecate on any public or private property, other than the property of the owner, shall immediately clean up the feces, place it in a plastic container or bag, and deposit it in a container used for the disposal of refuse.
2. In no event shall any feces be deposited in storm drains or any other streams or ponds.

Section 9. Conditions for Keeping Dogs.

All premises occupied by dogs shall be kept in a clean, sanitary condition. Adequate food, water, shelter and space must be provided for each dog owned. For the purpose of this Section, “adequate” shall mean sufficient for age, size and number of dogs on the premises.

Section 10. Female Dogs.

All female dogs, while in season (heat), shall be confined to the premises of their owner and my not be left outside unattended. Any owner not adhering to this section shall be subject to having the dog seized by the Dog Control Officer and removed to a shelter or pound for confinement. The owner of any dog seized pursuant to this section shall be subject to an impoundment fee plus the shelter’s usual boarding fees for time spent in the shelter. In the event that the dog is released from the shelter before the end of its cycle, the owner must demonstrate to the shelter manager that the dog shall be sufficiently confined.

Section 11. Liability of Owner.

1. If a domestic, farm or companion animal is injured or killed as a result of being attacked, chased or worried by any dog, the owner of said dog shall be liable for damage. The owner of such injured or killed animal may make a complaint to the Dog Control Officer or a police officer who shall proceed pursuant to the Dangerous Dog Section of Article 7 of New York State Agriculture and Markets Law.
2. In no event shall the Town of Ulysses, the Village of Trumansburg, or the County of Tompkins be held liable for any damage done by any dog.

Section 12. Dangerous Dogs.

1. The determination of a Dangerous Dog and the prosecution of the owner of such a dog shall be pursuant to Article 7 of New York State Agriculture and Markets Law.
2. In the event that a dog is determined by the Ulysses Town Court to be a dangerous dog, the Court shall give notice to the Town Clerk of such determination and note will be made in the dog's record. Additionally, the Town Clerk shall notify the Village Clerk, law enforcement and emergency services.

Section 13. Enforcement/Appearance Ticket.

Any Dog Control Officer or other person or persons, who are or may be lawfully authorized by the Town, shall, and any Village of Trumansburg Police Officer or any other peace officer may, administer and enforce the provisions of this Local Law, and for such purpose shall have the authority to issue appearance tickets.

Section 14. Impoundment of Dogs

1. Any dog belonging to a person found in violation of any of the provisions of this Local Law may be seized pursuant to the provisions of New York State Agriculture and Markets Law.
2. Any dog believed to be dangerous and which poses an immediate threat to the public safety may be seized.
3. Any dog may be seized, which has been judged to be a Dangerous Dog pursuant to New York State Agriculture and Markets Law and whose owner has failed to obey a court order pertaining to said Dangerous Dog.
4. Every dog impounded shall be properly cared for, sheltered, fed and watered.
5. Seized dogs may be redeemed by producing proof of licensing and identification and by paying an Impounded Dog License Surcharge as set by resolution of the Town Board.
6. Each dog which is not identified, whether or not licensed, shall be held for a period of 5 days from the day seized during which period the dog may be redeemed by its owner. Said owner shall provide proof that the dog has been licensed pursuant to this Local Law and pay an Impoundment Dog License Surcharge fee pursuant to Part 5 of this Section. Seized dogs that are found to be unlicensed shall be reported to the Town Clerk before leaving the shelter and be required to be licensed immediately at the Town Clerk's Office.
7. In the case of an identified dog, the owner of record shall be promptly notified by the Dog Control Officer of the seizure and the procedure for redemption either personally or by certified, return receipt requested mail. If notification is personally given, the dog shall be held for a period of 7 days after the day of notice, during which period the dog may be redeemed by the owner. If such notification is made by mail, the dog shall be held for a period of 9 days from the date of mailing, during which period the dog may be redeemed by the owner. Said

owner shall provide proof that the dog has been licensed pursuant to this Local Law and pay an Impoundment Dog License Surcharge fee pursuant to Part 5 of this Section. Any owner who provides an expired license as proof will be reported to the Town Clerk for renewal of the license and pay the Impounded Dog License Surcharge before the dog is released from the shelter.

8. Any dog unredeemed at the expiration of the appropriate redemption period shall be made available for adoption or euthanized pursuant to the provision of New York State Agriculture and Markets Law.
9. If the owner of any unredeemed dog is known, such owner shall be required to pay the Impoundment Dog License Surcharge fee required by Part 5 of this Section.
10. The seizure of any dog shall not relieve any person from any violation of this Local Law or New York State Agriculture and Markets Law.

Section 15. Complaint.

1. Any Town-designated Dog Control Officer or Agency having reasonable cause to believe that a violation of this Local Law has been committed in his/her presence shall, and any Village Police Officer or other peace officer may, issue and serve upon such person an appearance ticket for such violation.
2. Any person who observes a dog in violation of this Local Law may file a complaint, under oath, with a Town-designated Dog Control Officer or Agency specifying the nature of the violation, the date thereof, and a description of the dog, the location of the violation and the name and residence, if known, of the owner of such dog. Such complaint may serve as the basis for enforcing the provisions of this Local Law.
3. Upon receipt by the Town-designated Dog Control Officer or Agency of any such complaint, that Officer or Agency shall issue an appearance ticket to the alleged owner of the dog to appear before the Ulysses Town Court at a date and time specified.

Section 16. Violations and Penalties.

A violation of this law shall constitute a violation as defined in the Penal Law of the State of New York and shall be punishable by a penalty of not less than \$25 for the first violation, not less than \$50 for the second violation, and not less than \$75 for the third and all subsequent violations, or by imprisonment for a term not to exceed five days for each violation. These penalties shall be in addition to any other penalty provided by law.

Section 17. Additional Penalties.

1. Pursuant to Article 7 of New York State Agriculture and Markets Law, any person who intentionally refuses, withholds, or denies a person, because he or she is accompanied by an on-duty police work dog, working search, war, or detection dog, any accommodations, facilities, or privileges thereof shall be subject to a civil penalty of up to \$200.00 for the first violation and up to \$400.00 for each subsequent violation.

2. Pursuant to Article 7 of New York State Agriculture and Markets Law, any person who for the purpose of participating in the animal population control program shall falsify proof of adoption from a pound, shelter, duly incorporated society for the prevention of cruelty to animals, duly incorporated humane society or duly incorporated dog or cat protective association or who shall furnish any licensed veterinarian of this state with inaccurate information concerning his or her residency or the ownership of an animal or such person's authority to submit an animal for a spaying or neutering procedure pursuant to this Local Law and/or Section 117 of New York State Agriculture and Markets Law, and any veterinarian who shall furnish false information concerning animal sterilization fees shall be guilty of a violation prosecuted pursuant to the New York State Penal Law punishable by a fine of not less than \$250.00.

Section 18. Disposition of Fines.

Notwithstanding any other provision of law, all moneys collected as fines or penalties by the Town of Ulysses as a result of any prosecution for violations of the provisions of this Local Law or Article 7 of New York State Agriculture and Markets Law and all bail forfeitures by persons charged with such violations shall be the property of the Town of Ulysses and shall be paid to the Town Supervisor. Such moneys shall be used only for controlling dogs and enforcing this Local Law. Said revenue may also be used to subsidize: 1) the spaying or neutering of dogs, 2) any facility as authorized under Article 7 of New York State Agriculture and Markets Law, and 3) subsidizing public humane education programs in responsible dog ownership.

Section 19. Non-liability.

No action shall be maintained against the Town of Ulysses, the Village of Trumansburg, the Ulysses Dog Control Officer, any Village of Trumansburg Police Officer, or any person or persons lawfully authorized by the Town when performing duties pursuant to this Local Law or New York State Agriculture and Markets Law to recover the possession or value of any dog, or for damages for injury or compensation for the destruction of any dog seized or destroyed pursuant to the provisions of this Local Law or New York State Agriculture and Markets Law.

Section 20. Separability

If any section, paragraph, subdivision, clause, phrase or provision of this Local Law shall be judged invalid or held unconstitutional, it shall not affect the validity of the Local Law as a whole or any part or provision thereof other than the part so decided to be invalid or unconstitutional.

Section 21. Repealer.

This Local Law shall supersede all prior Local Laws, ordinances, rules and regulations relative to the control, licensing and fee schedules of dogs within the Town and they shall be, upon the effective date of this Local Law, null and void.

Section 22. Effective Date.

This Local Law shall take effect the 1st day of January 2011 and filed with the Secretary of State.

BE IT RESOLVED that the Town Board of the Town of Ulysses approve the following Dog License fees:

Dog License Fees

Spayed/neutered Dogs \$13.50*

Unspayed/unneutered \$20.50**

Tompkins County Working Dogs as referenced in Section 5 - #24 of Local Law #2 for the Year 2010 – “Dog Licensing and Control Law of the Town of Ulysses”. No Fee

*Includes \$1 for Dog Population Control Surcharge

** Includes the \$3 for Dog Population Control Surcharge

Purebred Licenses

5-20 Purebred dogs \$100.00*

21- and over 200.00*

*Additional \$3.00 for each unaltered dog

Replacement Tag/ Purebred Tag \$ 3.00

Impoundment Fee (refund by TCAC) \$30.00

Unlicensed Dog identified during Dog Enumeration \$ 5.00

Further resolved that this shall supersede all prior Dog License fee schedules established by the Town of Ulysses.