

TOWN BOARD

MONDAY

January 11, 2021

Zoom Meeting

<https://madisoncounty-ny.zoom.us/j/96219100339>

Meeting ID: 962 1910 0339

Dial by your location

1 646 558 8656 US (New York)

Supervisor Zupan opened the meeting at 7:33 p.m. with four Councilors present. Councilor Race was absent.

The Town of Cazenovia is committed to practicing the social distancing guidelines that are currently in place. In accordance with the Governor's Executive Order 202.1, our January meeting was held via videoconferencing. The meeting notification was posted on the Town's website and on the sign board at the outside entrance of the Town Hall and published in the newspaper.

This meeting was video-recorded.

The Town Supervisor asked the Town Clerk to take a roll call attendance of all Board members.

Roll call:

Councilor Andersen	Present
Councilor Race	Absent
Councilor Golub	Present
Councilor Reger	Present
Supervisor Zupan	Present

Supervisor Zupan asked for a moment of silence for the people that died defending the congressional building on Wednesday, January 6, 2021 (referring to the insurrection at the Capitol Building in Washington, D.C.).

On a much lighter note, he asked for all in attendance to wish the Attorney for the Town, John Langey "Happy Birthday."

Correspondence: *There was no unshared correspondence.*

Motion by Councilor Andersen, seconded by Councilor Golub to accept the minutes from the December 14, 2020 regular meeting. The motion was unanimously approved

Supervisor Zupan asked if anyone cared to speak to the Town Board regarding any subject on this meeting's agenda. He further mentioned there will be a separate public comment period for the Spectrum franchise.

Public comment #1: *There were no comments.*

Motion by Councilor Reger, seconded by Councilor Andersen to open the public hearing relative to the granting of a cable television franchise agreement by and between the Town of Cazenovia and Spectrum Northeast LLC, I/k/a Charter Communications.

Public Comment:

Randy Light stated he emailed a few questions for the Board to consider.

The Town Clerk confirmed she shared them with the Town Board.

Supervisor Zupan thought the Attorney would be best suited to answer his questions.

John Langey thought the main focus of Mr. Light’s comments was a frustration with what is available as a customer and what may feel, in some sense, a monopoly that is held by the cable franchise holders. He said the State authorizes municipalities to grant these franchises and often times the market is limited by the size and scope of what the entities bring for service. He thought many people probably have a similar feeling as Mr. Light, given the cost of the services and they are more and more of a necessity with cable and especially, internet, these days. The Town Board does not have control over the charges for the services. The municipality can only negotiate certain things. They did negotiate a maximum franchise fee which gets applied back to the town and attempts to do something to reduce taxes. He didn’t think it would be a sizeable difference in the tax because it is a fairly small amount. He said they negotiated some other favorable terms for the town, but they really do not have a say in the pricing of the product. He said everyone that is part of this meeting is in the same boat if they use the cable company that is being discussed. He said the other option is to find another service. Hopefully, in the future there will be more competition.

R. Light inquired if the Town contract covered the Village.

J. Langey said the Village has their own agreement in place. Once Mr. Light confirmed he was in the Village, J. Langey said he would basically see the same terms because the contracts are virtually identical. He said he worked side-by-side with the Village Attorney to make sure the best terms are achieved for the constituents. Although, he was unsure of the status of the Village’s contract.

R. Light asked if the Town and Village were limited to only having one carrier?

J. Langey said there could be another one.

Supervisor Zupan said Windstream is building out a system in the Village to do the exact same thing that Spectrum is doing. He thought in a year or two there may be some competition in the Village.

J. Langey said maybe some of the other networks that carry 5G information. He was unsure if Cazenovia would get that anytime soon, but said the Town has been approached about a 5G buildout.

R. Light *inquired about the ten-year contract with Spectrum?*

J. Langey stated ten is standard and Spectrum actually proposed fifteen?

Motion by Councilor Andersen, seconded by Councilor Reger to close the public hearing. The motion was unanimously approved.

Resolution No. 1 presented by Councilor Golub, seconded by Councilor Andersen

IN THE MATTER OF THE GRANTING OF A CABLE TELEVISION FRANCHISE HELD BY SPECTRUM NORTHEAST, LLC IN THE TOWN OF CAZENOVIA, COUNTY OF MADISON, NEW YORK

WHEREAS, a request has been duly made to the Town Board of the Town of Cazenovia, County of Madison, New York, by Spectrum Northeast LLC, l/k/a Charter Communications, a limited liability company organized and existing in good standing under the laws of State of Delaware doing business at 6005 Fair Lakes Road, East Syracuse, NY 13057, for the approval of a renewal agreement for Spectrum Northeast LLC’s cable television franchise for ten (10) years commencing with the date of approval by the Public Service Commission; and

WHEREAS, the Franchise Renewal Agreement would, among other things, bring the franchise into conformity with certain provisions of the Federal Cable Communications Policy Act of 1984, as amended, and certain court rulings; and

WHEREAS, a public hearing was held using the videoconferencing platform, Zoom (pursuant to NYS Governor’s executive orders, including but not limited to, Executive Order 202.1), on January 11, 2021 at 7:30 P.M. and notice of the hearing was published in the Cazenovia Republican on December 30, 2020; and

WHEREAS, Volume 6 N.Y.C.R.R., Section 617 of the Regulations relating to Article 8 of the New York State Environmental Conservation Law of New York (SEQRA), requires that as early as possible in the consideration of a proposed action, an involved agency shall make a determination whether a given action is subject to the aforementioned law; and

WHEREAS, on December 14, 2020 the Town Board declared itself lead agency and determined that the authorization of said resolution is a Type II action for purposes of environmental review under SEQRA, thus concluding the environmental review process; and

WHEREAS, it is in the public interest to grant the cable television franchise of Spectrum

Northeast LLC and the Town of Cazenovia for ten (10) years.

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Cazenovia finds that:

1. Spectrum Northeast LLC has substantially complied with the material terms and conditions of its existing franchise and with applicable law; and
2. Spectrum Northeast LLC has the financial, legal and technical ability to provide these services, facilities and equipment as set forth in its proposal attached; and
3. Spectrum Northeast LLC can reasonably meet the future cable-related community needs and interests, taking into account the cost of meeting such needs and interests; and

BE IT FURTHER RESOLVED that the Town Board of the Town of Cazenovia hereby grants the cable television franchise of Spectrum Northeast LLC and the Town of Cazenovia for ten (10) years commencing with the date of approval by the Public Service Commission and expiring ten (10) years hence; and

BE IT FURTHER RESOLVED that the Town Board of the Town of Cazenovia hereby confirms acceptance of this Franchise Renewal Agreement.

FRANCHISE AGREEMENT
TO PROVIDE CABLE TELEVISION SERVICES

Between

Town of Cazenovia, New York

AND

Spectrum Northeast, LLC

FRANCHISE AGREEMENT

This Franchise Agreement (“**Franchise**”) is between the Town of Cazenovia, New York, hereinafter referred to as the “**Grantor**” and Spectrum Northeast, LLC, an indirect subsidiary of Charter Communications, Inc.), hereinafter referred to as the “**Grantee.**”

WHEREAS, in a full public proceeding affording due process to all parties, Grantor considered and found adequate and feasible Grantee’s plans for constructing and operating the cable television system, and Grantor considered and determined that the financial condition, character, legal and technical ability of the Grantee are sufficient to provide services, facilities and equipment necessary to meet the future cable-related needs of the community; and

WHEREAS, the Grantor finds that the Grantee has substantially complied with the material terms of the current Franchise under applicable laws, that this Franchise complies with New York Public Service Commission’s (“**NYPSC**”) franchise standards under Title 16, Chapter VIII, Part 895 of the Official Compilation of Codes, Rules and Regulations of the State of New York, and that the grant of a nonexclusive franchise to Grantee is consistent with the public interest; and

WHEREAS, the Grantor and Grantee have complied with all federal and State-mandated procedural and substantive requirements pertinent to this franchise renewal; and

WHEREAS, Grantor desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein;

***NOW, THEREFORE**, the Grantor and Grantee agree as follows:*

SECTION 1
Definition of Terms

1.1 Terms. For the purpose of this franchise the following terms, phrases, words and their derivations shall have the meaning ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time (the “**Cable Act**”), unless otherwise defined herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word “**shall**” is mandatory and “**may**” is permissive. Words not defined shall be given their common and ordinary meaning.

- A. “**Cable System,**” “**Cable Service,**” and “**Basic Cable Service**” shall be defined as set forth in the Cable Act.
- B. “**Board**” shall mean the governing body of the Grantor.
- C. “**Cable Act**” shall mean the Cable Communication Policy Act of 1984, as amended, 47 U.S.C. §§ 521, et. seq.

- D. “Channel” shall mean a portion of the electromagnetic frequency spectrum which is used in a cable system and which is capable of delivering a television channel.
- E. “Equipment” shall mean any poles, wires, cable, antennae, underground conduits, manholes, and other conductors, fixtures, equipment and other facilities used for the maintenance and operation of physical facilities located in the Streets, including the Cable System.
- F. “FCC” shall mean the Federal Communications Commission and any successor governmental entity thereto.
- G. “Franchise” shall mean the non-exclusive rights granted pursuant to this Franchise to construct operate and maintain a Cable System along the public ways within all or a specified area in the Franchise Area.
- H. “Franchise Area” shall mean the geographic boundaries of the Grantor, and shall include any additions thereto by annexation or other legal means.
- I. “Gross Revenue” means all revenues, as determined in accordance with generally accepted accounting principles (“GAAP”), received directly or indirectly by the Grantee from the operation of the Cable System to provide Cable Services, including but not limited to Basic Cable Service installation, disconnection and reconnection services, on-demand, standard, digital and premium tiers of Cable Service, late or delinquent fee charges, repair calls, equipment charges, video on-demand, locally-derived advertising revenues less commissions paid to third parties that are not affiliated entities; revenues or commissions from locally-derived home shopping channels, and leased access in the Franchise Area, provided, however, that such phrase shall not include: (1) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including, without limitation, any state or federal regulatory fees, the franchise fee, or any sales or utility taxes; (2) unrecovered bad debt; (3) credits, refunds and deposits paid to Subscribers; (4) any exclusions available under applicable State law. Should revenue from any service provided by Grantee over the Cable System be classified as a Cable Service by a final determination or ruling of any agency or court having jurisdiction, after the exhaustion of all appeals related thereto, the Grantor shall be entitled in the manner prescribed under applicable state law to include revenue from Grantee’s provision of such service as Gross Revenue, and Grantee shall include revenue from such service as Gross Revenue on a going forward basis commencing within sixty (60) days of the date of issuance of an order from the NYPSB approving such amendment.
- J. “Person” shall mean an individual, partnership, association, organization, corporation, trust or governmental entity.
- K. “Service Area” shall mean the area described in subsection 6.1 herein.

- L. “Standard Installation” shall mean installations to residences and buildings that are located up to 150 feet from the point of connection to Grantee’s existing distribution system.
- M. “State” shall mean the State of New York.
- N. “Street” shall include each of the following located within the Franchise Area: public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, easements, rights of way and similar public ways and extensions and additions thereto, including but not limited to public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Grantor in the Franchise Area, which shall entitle the Grantee to the use thereof for the purpose of installing, operating, extending, repairing and maintaining the Cable System.
- O. “Subscriber” shall mean any Person lawfully receiving Cable Service from the Grantee.

SECTION 2
Grant of Franchise

2.1 Grant. The Grantor hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee, subject to the terms provided herein, to erect, construct, extend, operate and maintain in, upon, along, across, above, over and under the Streets, now in existence and as may be created or established during its terms all Equipment, including the Cable System. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal or State law.

2.2 Term. The Franchise and the rights, privileges and authority hereby granted shall be for an initial term *of ten (10) years*, commencing on the Effective Date of this Franchise as set forth in Section 15.12.

2.3 Police Powers. The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance necessary to the safety, health, and welfare of the public, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. This Franchise is a contract and except as to those changes which are the result of the Grantor’s lawful exercise of its general police power, the Grantor may not take any unilateral action which materially changes the mutual promises in this contract.

2.4 Restoration of Municipal Property. Any municipal property damaged or destroyed by Grantee shall be promptly repaired or replaced by the Grantee, at its sole cost and expense, and restored to serviceable condition reasonably comparable to the condition prior to such damage or destruction.

2.5 Cable System Franchise Required. No Cable System shall be allowed to occupy or use the streets or public rights-of-way of the Franchise Area or be allowed to operate without a Cable System Franchise or as otherwise required by applicable law.

SECTION 3
Franchise Renewal

3.1 Procedures for Renewal. The Grantor and the Grantee agree that any proceedings undertaken by the Grantor that relate to the renewal of the Grantee’s Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, as amended, or any such successor statute.

SECTION 4
Indemnification and Insurance

4.1 Indemnification. The Grantee shall, by acceptance of the Franchise granted herein, defend the Grantor, and, indemnify its officers, boards, commissions, agents, and employees for all claims for injury to any Person or property caused by the negligence of Grantee in the construction or operation of the Cable System to the fullest extent of the law, provided that the Grantor gives the Grantee written notice of its obligation to indemnify Grantor at least ten (10) calendar prior to the deadline for responding to the claim or action, and if no such deadline exists, within thirty (30) days of Grantor’s receipt of the claim or action. In the event any such claim arises, the Grantor shall tender the defense thereof to the Grantee and the Grantee shall have the right to defend, settle or compromise any claims arising hereunder and the Grantor shall cooperate fully herein. If the Grantor determines in good faith that its interests cannot be represented by the Grantee, the Grantee shall be excused from any obligation to represent the Grantor. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify the Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of the Grantor or for the Grantor’s use of the Cable System, including any PEG channels.

4.2 Insurance.

A. The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers’ Compensation	Statutory Limits
Commercial General Liability	\$1,000,000 per occurrence, \$2,000,000 General Aggregate
Auto Liability including coverage on all owned, non-owned hired autos	\$1,000,000 per occurrence Combined Single Limit
Excess/Umbrella Liability	\$5,000,000 per occurrence

B. The Grantor shall be added as an additional insured, arising out of work performed by Grantee, to the above Commercial General Liability, Auto Liability

and Umbrella Liability insurance coverage. Such insurance shall be issued on a primary, non-contributory basis.

- C. Grantee shall provide a Certificate of Insurance within 30 days of the Effective Date. The Grantee shall furnish the Grantor with additional current certificates of insurance evidencing such coverage upon request. The Certificate of Insurance shall not include any language impacting the effectiveness and applicability of the coverage. Such insurance policy shall require that the Grantor be notified thirty (30) days prior to any expiration or cancellation.

SECTION 5 **Service Obligations**

5.1 No Discrimination. Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers, Channel users, or general citizens on the basis of race, color, religion, national origin, age or sex. Grantee shall not deny access to Cable Service to any group of potential residential subscribers because of the income of the residents of the local area in which such group resides.

5.2 Privacy. The Grantee shall fully comply with the privacy rights of Subscribers as contained in Cable Act Section 631 (47 U.S.C. §551).

SECTION 6 **Service Availability**

6.1 Service Area. Subject to applicable law, the Grantee shall continue to provide Cable Service to all residences within the Franchise Area where Grantee currently provides Cable Service (the “Service Area”) in accordance with the provisions of Section 895.5 of the regulations of the NYPSB. Grantee shall have the right, but not the obligation, to extend the Cable System into any other portion of the Franchise Area, including annexed areas. Cable Service offered to Subscribers pursuant to this Franchise shall be conditioned upon Grantee having legal access on reasonable terms and conditions to any such Subscriber’s dwelling unit or other units wherein such Cable Service is provided.

6.2 Abandonment of Service. Grantee shall not abandon any Cable Service or portion thereof without the Grantor’s written consent.

6.3 New Development Underground. In cases of new construction or property development where utilities are to be placed underground, where reasonable and practicable, the Grantor agrees to require as a condition of issuing a permit for open trenching to any developer or property owner that such developer or property owner give Grantee at least thirty (30) days prior written notice of such construction or development, and of the particular dates on which open trenching will be available for Grantee’s installation of conduit, pedestals and/or vaults, and laterals to be provided at Grantee’s expense. Grantee shall also provide specifications as needed for trenching when available. Costs of trenching and easements required to bring service to the development shall be borne by the developer or property owner; except that if Grantee fails to install its conduit, pedestals and/or vaults, and laterals within fifteen (15) working days of the date the

trenches are available, as designated in the written notice given by the developer or property owner, then should the trenches be closed after the fifteen day period, the cost of new trenching is to be borne by Grantee.

6.4 Annexation. The Grantor shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Cable Service by the Grantee or its affiliates. Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days ‘written notice from the Grantor, subject to the conditions set forth below and Section 6.1 above. The Grantor shall also notify Grantee in writing of all new street address assignments or changes within the Franchise Area. Grantee shall within ninety (90) days after receipt of the annexation notice, pay the Grantor franchise fees on revenue received from the operation of the Cable System to provide Cable Services in any area annexed by the Grantor if the Grantor has provided a written annexation notice that includes the addresses that will be moved into the Franchise Area in an Excel format or in a format that will allow Grantee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Franchise Area, Grantee shall pay franchise fees within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent by certified mail, return receipt requested to the addresses set forth in Section 15.7 with a copy to the Director of Government Affairs. In any audit of franchise fees due under this Franchise, Grantee shall not be liable for franchise fees on annexed areas unless and until Grantee has received notification and information that meets the standards set forth in this section.

SECTION 7

Construction and Technical Standards

7.1 Compliance with Codes. All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code.

7.2 Construction Standards and Requirements. Grantee shall construct and maintain its Equipment using materials of good and durable quality and shall ensure that all work involved in the construction, installation, maintenance, and repair of the Cable System shall be performed in a timely, safe, thorough and reliable manner.

7.3 Safety. The Grantee shall at all times employ ordinary care and shall use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage.

7.4 Network Technical Requirements. The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in part 76 of the FCC’s rules and regulations as may be amended from time to time. The Cable System shall provide for a minimum Channel capacity of at least seventy-seven (77) Channels. Grantee shall maintain the Cable System at the same or enhanced level during the term of the Franchise.

SECTION 8
Conditions on Street Occupancy

8.1 General Conditions. Grantee shall have the right to utilize existing poles, conduits and other facilities whenever possible, and shall not construct or install any new, different, or additional poles, conduits, or other facilities on public property provided Grantee is able to access existing poles, conduits, or other facilities on reasonable terms and conditions.

8.2 Underground Construction. The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground. In the event Grantor or any agency thereof directly or indirectly reimburses any utility for the placement of cable underground or the movement of cable, Grantee shall be similarly reimbursed.

8.3 Construction Codes and Permits. Grantee shall obtain all permits required by the Grantor before commencing any construction work, including the opening or disturbance of any Street within the Franchise Area, provided that such permit requirements are of general applicability and such permitting requirements are uniformly and consistently applied by the Grantor as to other public utility companies and other entities operating in the Franchise Area. The Grantor shall reasonably cooperate with the Grantee in granting any permits required, providing such grant and subsequent construction by the Grantee shall not unduly interfere with the use of such Streets, now in existence and as may be created or established during its terms, in a manner that does not disrupt the Grantor's ability to maintain the public thoroughfares and public infrastructure.

8.4 System Construction. All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. The Grantee shall, at all times, employ ordinary care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures placed in any public way by the Grantee shall be placed in such a manner as not to interfere with the usual travel on such public way.

8.5 Restoration of Public Ways. Grantee shall, at its own expense, restore any damage or disturbance caused to the public way as a result of its operation, construction, or maintenance of the Cable System to a condition reasonably comparable to the condition of the Streets immediately prior to such damage or disturbance.

8.6 Tree Trimming. Grantee or its designee shall provide notice and receive permission from the Town Highway Superintendent/DPW, which permission shall not be unreasonably withheld, prior to commencing planned tree trimming on public property and Streets at its own

expense as may be necessary to protect its wires and facilities. Emergency restoration required trimming will be performed as necessary.

8.7 Relocation for the Grantor. The Grantee shall, upon receipt of reasonable advance written notice, to be not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of Grantee when lawfully required by the Grantor pursuant to its police powers. Grantee shall be responsible for any costs associated with these obligations to the same extent all other users of the Grantor rights-of-way are responsible for the costs related to the relocation of their facilities.

8.8 Relocation for a Third Party. The Grantee shall, on the request of any Person holding a lawful permit issued by the Grantor, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Street as necessary any property of the Grantee, provided that the expense of such is paid by any such Person benefiting from the relocation and the Grantee is given reasonable advance written notice to prepare for such changes. The Grantee may require such payment in advance. For purposes of this subsection, “reasonable advance written notice” shall be no less than ten (10) business days in the event of a temporary relocation and no less than sixty (60) days for a permanent relocation.

8.9 Reimbursement of Costs. If funds are available to any Person using the Streets for the purpose of defraying the cost of relocation and undergrounding described above, the Grantor shall reimburse the Grantee in the same manner in which other Persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Grantor shall use reasonable best efforts to assist Grantee with making application for such funds on behalf of the Grantee.

8.10 Emergency Use. Grantee shall comply with 47 U.S.C. 544(g) and all regulations issued pursuant thereto with respect to an Emergency Alert System (“EAS”).

SECTION 9 **Service and Rates**

9.1 Phone Service. The Grantee shall maintain a toll-free telephone number and a phone service operated to receive complaints and requests for repairs or adjustments at any time.

9.2 Notification of Service Procedures. The Grantee shall furnish each Subscriber at the time service is installed, written instructions that clearly set forth information concerning the procedures for making inquiries or complaints, including the Grantee’s name, address and local telephone number. Grantee shall give the Grantor notice of any changes in rates, programming services or Channel positions in accordance with applicable law.

9.3 Rate Regulation. The rates and charges for Cable Service provided pursuant to this Franchise shall be subject to regulation in accordance with federal law. If and when exercising rate regulation, the Grantor shall abide by the terms and conditions set forth by the FCC. Nothing herein shall be construed to limit the Grantee’s ability to offer or provide bulk rate discounts or promotions.

9.4 Customer Service. Grantee shall comply with the cable customer service and consumer protection standards of the FCC and NYSPC. Any bill, notice or other communication provided by or issued by Grantee to any Subscriber may be provided or issued in accordance with applicable law.

9.5 Continuity of Service. It shall be the right of all Subscribers to continue receiving Cable Service insofar as their financial and other obligations to the Grantee are honored, and subject to Grantee’s rights under Section 15.2 of this Franchise.

SECTION 10
Franchise Fee

10.1 Amount of Fee. Grantee shall pay to the Grantor an annual franchise fee in an amount equal to five percent (5%) of the annual Gross Revenue. Franchise fees may be passed through to Subscribers as a line item on Subscriber bills or otherwise as Grantee chooses, consistent with federal law. The amount of franchise fee and the method of calculation shall be competitively neutral (i.e. equal) when compared to the amount or method of calculation of the franchise fee in any other cable franchise or authorization to provide video service granted by Grantor. In the event any other cable franchise or authorization to provide video service provides for a lesser franchise fee than this Franchise, Grantee’s obligation to pay a franchise fee under this Section 10.1 shall be reduced by an equivalent amount.

10.2 Payment of Fee. Payment of the fee due the Grantor shall be made on a quarterly basis, within forty-five (45) days of the close of each calendar quarter. The payment period and the collection of the franchise fees that are to be paid to the Grantor pursuant to the Franchise shall commence sixty (60) days after the Effective Date of the Franchise as set forth in Section 15.12. Grantee shall pay an interest charge of prime plus 1% on any late payment of franchise fees. In the event of a dispute, the Grantor, if it so requests, shall be furnished a statement of said payment, reflecting the Gross Revenues and the applicable charges.

10.3 Accord and Satisfaction. No acceptance of any payment by the Grantor shall be construed as a release or as an accord and satisfaction of any claim the Grantor may have for additional sums payable as a franchise fee under this Franchise. All amounts paid shall be subject to audit and recomputation by Grantor.

10.4 Bundled Services. If Grantee charges a combined or “bundled” rate for a package of services which includes Cable Services subject to the franchise fee and other services which are not subject to the franchise fee, the franchise fee shall be imposed on the portion of the bundled charge applicable to the services subject to the franchise fee as reflected in the books and records of Grantee, in accordance with GAAP. Any discounts applied to bundled rates shall be spread proportionately among bundled services

10.5 Limitation on Recovery. The period of limitation for recovery of any franchise fee payable hereunder shall be six (6) years from the date on which payment by the Grantee was due.

SECTION 11
Transfer of Franchise

11.1 Franchise Transfer. Grantee shall provide at least sixty (60) days’ notice to Grantor prior to completion of a transaction that results in the sale, transfer, or assignment of the Franchise. The Franchise granted hereunder shall not be assigned, other than by operation of law or to an entity controlling, controlled by, or under common control with the Grantee, without the prior consent of the Grantor, such consent not to be unreasonably withheld or delayed. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System to secure indebtedness. Within thirty (30) days of receiving a request for review covered by this Section, the Grantor shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Grantor has not taken action on the Grantee’s request for transfer within one hundred twenty (120) days after receiving such request, consent by the Grantor shall be deemed given.

SECTION 12
Records

12.1 Audit and Inspection of Records. Grantee shall permit any duly authorized representative of the Grantor, upon receipt of advance written notice, to examine during normal business hours and on a non-disruptive basis any and all of Grantee’s records pertaining to Grantee’s provision of Cable Service in the Franchise Area maintained by Grantee as is reasonably necessary to ensure Grantee’s compliance with the material terms of the Franchise. Such notice shall specifically reference the subsection of the Franchise that is under review so that the Grantee may organize the necessary books and records for easy access by the Grantor. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years, except for books and records related to the calculation of Gross Revenues and the payment of Franchise Fees, which Grantee shall maintain for six (6) years. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act. The Grantor agrees to treat as confidential any books, records or maps that constitute proprietary or confidential information to the extent Grantee makes the Grantor aware of such confidentiality. If the Grantor believes it must release any such confidential books or records, which Grantee has marked as confidential, in the course of enforcing this Franchise, or for any other reason, Grantor shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by State and federal law, it shall deny access to any of Grantee’s books and records marked confidential, as set forth above, to any Person.

SECTION 13
Public Education and Government (PEG) Access

13.1 PEG Access. Grantee shall make available channel capacity for non-commercial, video programming for public, educational and governmental (“PEG”) access use in accordance with Section 895.4 of the NYPSC regulations and will comply with the minimum standards set forth

therein. Such PEG channel capacity may be shared with other localities served by Grantee’s cable system, and Grantor hereby authorizes Grantee to transmit PEG access programming authorized herein to such other localities. The tier of service on which such PEG channel(s) may be placed shall be determined by Grantee in accordance with applicable law.

SECTION 14
Enforcement or Revocation

14.1 Notice of Violation. If the Grantor believes that the Grantee has not complied with the terms of the Franchise, the Grantor shall first informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Grantor shall notify the Grantee in writing of the exact nature of the alleged noncompliance (the “Violation Notice”).

14.2 Grantee’s Right to Cure or Respond. The Grantee shall have thirty (30) days from receipt of the Violation Notice to (i) respond to the Grantor, contesting the assertion of noncompliance, or (ii) to cure such default, or (iii) if, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Grantor of the steps being taken and the projected date that they will be completed.

14.3 Public Hearing. If the Grantee fails to respond to the Violation Notice received from the Grantor, or if the default is not remedied within the cure period set forth above, the Board shall schedule a public hearing if it intends to continue its investigation into the default. The Grantor shall provide the Grantee at least twenty (20) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, notice of which shall be published by the Clerk of the Grantor in a newspaper of general circulation within the Grantor in accordance with subsection 15.8 hereof. At the hearing, the Board shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days. The decision of the Board shall be made in writing and shall be delivered to the Grantee. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Board *de novo*. The Grantee may continue to operate the Cable System until all legal appeals procedures have been exhausted.

14.4 Enforcement. Subject to applicable federal and State law, in the event the Grantor, after the hearing set forth in subsection 14.3 above, determines that the Grantee is in default of any provision of the Franchise, the Grantor may:

- A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or
- B. Commence an action at law for monetary damages or seek other equitable relief; or
- C. In the case of a substantial default of a material provision of the Franchise, seek to revoke the Franchise itself in accordance with subsection 14.5 below.

14.5 Revocation.

- A. Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If the Grantor has not received a satisfactory response from Grantee, it may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise. The public hearing shall be conducted in accordance with the requirements of Section 14.3 above.
- B. Notwithstanding the above provisions, the Grantee reserves all of its rights under federal law or regulation.
- C. At the termination of the Franchise Term if renewal has been finally denied in accordance with Federal law, or upon revocation of the Franchise, as provided for herein, the Grantor shall have the right to require Grantee to remove, at Grantee's expense, all or any portion of the Cable System from Streets and public property within the Franchise Area. In so removing the Cable System, Grantee shall refill and compact at its own expense any excavation that shall be made and shall leave all Streets and public property and in as good a condition as that prevailing prior to Grantee's removal of the Cable System, and without affecting, altering or disturbing in anyway electric, telephone or utility, cables wires or attachments. The Grantor, or its delegate, shall have the right to inspect and approve the condition of such Streets and public property after removal. The insurance and indemnity provisions of this Agreement shall remain in full force and effect during the entire term of removal.

SECTION 15
Miscellaneous Provisions

15.1 Compliance with Laws. Grantor and Grantee shall conform to all applicable state and federal laws and rules regarding cable television as they become effective. Grantee shall also conform with all generally applicable Grantor ordinances, resolutions, rules and regulations heretofore or hereafter adopted or established during the entire term of the Franchise. In the event of a conflict between Grantor ordinances, resolutions, rules or regulations and the provisions of this Franchise, the provisions of this Franchise shall govern.

15.1.1 Employment Practices. Grantee will not refuse to hire, nor will it bar or discharge from employment, nor discriminate against any person in compensation or in terms,

conditions, or privileges of employment because of age, race, creed, color, national origin, or sex.

15.2 Force Majeure. The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of other utility providers (outside of Grantee's control) to service, maintain or monitor their utility poles to which Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

15.3 Minor Violations. Furthermore, the parties hereby agree that it is not the Grantor's intention to subject the Grantee to forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Franchise Area, or where strict performance would result in practical difficulties or hardship to the Grantee which outweighs the benefit to be derived by the Grantor and/or Subscribers. By way of description, but not limitation, an example of such a minor violation would include Grantee's failure to provide a certificate of insurance as required by section 4.2.

15.4 Action of Parties. In any action by the Grantor or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

15.5 Equal Protection. The franchise herein is non-exclusive and the grantor specifically reserves the right to grant, at any time, additional franchises to any other provider of cable services or video services (without regard to the technology used to deliver such services) in the event that it is lawfully authorized by the Grantor or by any other State or federal governmental entity to provide such services using facilities located wholly or partly in the public rights-of-way of the Grantor, the Grantor shall ensure that the terms applicable to such other provider are no more favorable or less burdensome than those applicable to Grantee. If the authorization applicable to such other provider contains franchise fee, PEG, free service, right-of-way, or other terms imposing monetary or regulatory burdens that are more costly or less burdensome than the corresponding obligations imposed upon Grantee, Grantor shall, within thirty (30) days of a written request from Grantee, modify this Franchise to insure that the corresponding obligations applicable to Grantee are no more costly or burdensome than those imposed on the new competing provider. If the Grantor fails to make modifications consistent with this requirement, Grantee agrees not to enforce such corresponding obligations in this Franchise beyond the requirements imposed by the less costly or less burdensome obligations in such competing provider's authorization. As an alternative to the equal protection procedures set forth herein, the Grantee shall have the right and may choose to have this Franchise with the Grantor be deemed expired thirty (30) days after written notice to the Grantor. Nothing in this Franchise shall impair the right of the Grantee to terminate this Franchise and, at Grantee's option, negotiate a renewal

or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity. Subject to the provisions found elsewhere in this Franchise, nothing in this Section 15.5 shall be deemed a waiver of any remedies available to Grantee or to Grantor under federal, state or municipal law, including but not limited to Section 625 of the Cable Act, 47 U.S.C. §545.

15.6 Change in Law. Notwithstanding any other provision in this Franchise, in the event any change to state or federal law occurring during the term of this Franchise eliminates the requirement for any person desiring to provide video service or Cable Service in the Franchise Area to obtain a franchise from the Grantor, then Grantee shall have the right to terminate this Franchise and operate the Cable System under the terms and conditions established in applicable law. If Grantee chooses to terminate this Franchise pursuant to this provision, this Franchise shall be deemed to have expired by its terms on the effective date of any such change in law, whether or not such law allows existing franchise agreements to continue until the date of expiration provided in any existing franchise.

15.7 Notices. Unless otherwise provided by federal, State or local law, all notices pursuant to this Franchise shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, nationally or internationally recognized courier service such as Federal Express or electronic mail communication to the designated electronic mail address provided below. As set forth above, notice served upon the Grantor shall be delivered or sent to:

Grantor: Town of Cazenovia
Attn: Supervisor
7 Albany Street
Cazenovia, NY 13035

Grantee: Charter Communications
Attn: Director, Government Affairs
6005 Fair Lakes Rd
East Syracuse, NY 13057

Copy to: Charter Communications
Attn: Vice President, Government Affairs
601 Massachusetts Ave NW, Suite 400W
Washington, DC 20001

15.8 Public Notice. Minimum public notice of any public meeting relating to this Franchise or any such grant of additional franchises, licenses, consents, certificates, authorizations, or exemptions by the Grantor to any other Person(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way shall be by publication at least once in a newspaper of general circulation in the area at least ten (10) days prior to the meeting and a posting at the administrative buildings of the Grantor.

15.8.1 Grantor shall endeavor to provide written notice to Grantee within ten (10) days of Grantor’s receipt from any other Person(s) of an application or request for a franchise(s), license(s), consent(s), certificate(s), authorization(s), or exemption(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way. Any public hearings to consider such application or request shall have the same notice requirement as outlined in Paragraph 15.8 above.

15.9 Severability. If any section, subsection, sentence, clause, phrase, or portion of this Franchise is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Franchise.

15.10 Entire Agreement. This Franchise and any Exhibits hereto constitute the entire agreement between Grantee and the Grantor and they supersede all prior or contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof.

15.11 Administration of Franchise. The Board, or such other person as may be designated and supervised by the Board, is responsible for the continuing administration of the Franchise. This Franchise is a contract and neither party may take any unilateral action that materially changes the mutual promises and covenants contained herein. Any changes, modifications or amendments to this Franchise must be made in writing, signed by the Grantor and the Grantee. Any determination by the Grantor regarding the interpretation or enforcement of this Franchise shall be subject to de novo judicial review.

15.12 NYPSC Approval. This Franchise is subject to the approval of the NYPSC. Grantee shall file an application for such approval with the NYPSC within sixty (60) days after the date the Franchise is approved by Grantor and accepted by Grantee. Grantee shall also file any necessary notices with the FCC.

15.13 Effective Date. The Franchise granted herein will take effect and be in full force from the date of approval by the NYPSC (“Effective Date”). If any fee or grant that is passed through to Subscribers is required by this Franchise, other than the franchise fee, such fee or grant shall go into effect sixty (60) days after the Effective Date of this Franchise.

15.14 No Third Party Beneficiaries. Nothing in this Franchise is intended to confer third-party beneficiary status on any person other than the parties to this Franchise to enforce the terms of this Franchise.

Considered and approved this ___ day of _____, 20_____.

Town of Cazenovia

Signature: _____

Name/Title: _____

Accepted this ____ day of _____, _20_____, subject to applicable federal and State law.

Spectrum Northeast, LLC, By Its Manager, Charter Communications, Inc.

Signature: _____

Name/Title: _____

Roll call:

Councilor Andersen	Yes
Councilor Race	Excused
Councilor Golub	Yes
Councilor Reger	Yes
Supervisor Zupan	Yes

Supervisor Zupan declared Resolution No. 1 adopted.

Resolution No. 2 presented by Councilor Golub, seconded by Councilor Reger

- a. to designate *The Cazenovia Republican* and the *Oneida Daily Dispatch* as the Town’s Official Newspapers.
- b. to designate the Town’s official bank as Community Bank, N.A.
- c. to limit the spread of COVID-19 and until such time as otherwise authorized, meetings of the Town Board, Planning Board and Zoning Board of Appeals will be conducted via a videoconferencing platform, meeting ID’s and links will be published in the *Cazenovia Republican*, posted on the Town website and on the Town Office signboard.
- d. to designate the second Monday of each month at 7:30 p.m. as the regular Town Board meeting date and time, with the exception of the October meeting, which is hereby changed to the first Monday of the month due to NYS Law regarding budgetary requirements, and further to designate the Wednesday preceding the monthly meetings at 7:00 p.m. for work sessions as needed.
- e. to designate the first Thursday of each month at 7:30 p.m. as the regular Planning Board meeting date and time with the exception of the April meeting. The revised date for the April meeting will be properly noticed once the date has been determined. Further to designate the Thursday preceding the monthly meeting at 7:30 p.m. for work sessions, as needed, with the exception of the November work session which falls on a date that the office will be closed. The revised date for this work sessions will be properly noticed once the date has been determined.
- f. to designate the fourth Monday of each month at 7:30 p.m. as the regular Zoning

Board of Appeals meeting date and time with the exception of the June meeting. The revised date for the June meeting is June 21, 2021 and will be properly noticed. Work sessions will be scheduled and noticed, as needed.

- g. to establish a \$100.00 Petty Cash Fund for the Town Clerk’s use.
- h. to authorize the issuance of the payroll on a bi-weekly basis only.
- i. to authorize town business mileage reimbursement to be in accordance with the current federal reimbursement rate. *(2021 rate - \$.56 ¢ for business miles driven)*
- j. to authorize renewal with Digital Towpath for website hosting for 2021, pursuant to Resolution No. 52-2006, dated 6/12/06.
- k. to authorize the imposition of a \$20.00 fee on each check tendered as payment and subsequently returned for insufficient funds and like reasons.
- l. to authorize payment in advance for public utility services, postage, insurances relating to healthcare, dental, property, automobile, liability and surety. Bills that are "paid in advance" will appear on the next available abstract and will be designated as prepaid.

Roll call:

Councilor Andersen	Yes
Councilor Race	Excused
Councilor Golub	Yes
Councilor Reger	Yes
Supervisor Zupan	Yes

Supervisor Zupan declared Resolution No. 2 adopted.

Resolution No. 3 presented by Councilor Andersen, seconded by Councilor Reger to re-affirm the following “Rules of Procedure,” pursuant to Town Law 63:

- 1. All meetings of the Town Board will be conducted according to NYS Town Law, Article 4 - TOWN BOARDS, §63 :
§ 63.Presiding officer and rules of procedure.

The Supervisor, when present, shall preside at the meetings of the Town Board. In the absence of the Supervisor, the other members shall designate one of their members to act as temporary chairman. A majority of the Board shall constitute a quorum for the transaction of business, but a lesser number may adjourn. The vote upon every question shall be taken by ayes and nays, and the names of the members present and their votes shall be entered in the minutes. Every act, motion or resolution shall require for its adoption the affirmative vote of a majority of all the members of the Town Board. The Board may determine the rules of its procedure, and the Supervisor may, from time to time, appoint one or more committees, consisting of members of the Board, to aid and assist the Board in the performance of its duties.

- 2. All written correspondence addressed to the Town Supervisor, Town Board,

Superintendent or Town Clerk must contain the printed name of the correspondent and if sent in a representative capacity similarly with the legal name of the entity as well to warrant being considered business of the Board.

- 3a. Any matter of new business, not considered part of the Board’s usual agenda, that will require a vote at the Board’s regular monthly meeting, must be submitted in writing to the Town Clerk by 12 o’clock noon on the Friday preceding the scheduled board meeting. Receipt of new business by 12 o’clock noon on the Friday preceding the scheduled board meeting in no way implies that the Town Board will address the matter. The decision to consider or deny new business will remain solely at the discretion of the Town Board.
- 3b. Any invoices to be paid at the monthly Town Board meeting must be submitted by the close of business on the day of their work session, Wednesdays preceding the monthly meeting.
- 4. Two public comment periods will be offered during Town Board meetings. The intent of the public comment period is for residents to express an opinion or bring information to the attention of the Town Board. The first comment period will be held prior to consideration of resolutions; comments received during this period are limited to matters on the agenda for consideration. The second public comment period will be held prior to adjournment and is not limited to matters on the meeting agenda; however, topics must be relevant to the conduct and authority of the Town Board.
 - a. Each commenter will be limited to three minutes; comments must be addressed to the Town Board. Written material of any length may be submitted.
The Supervisor or presiding officer may adjust the time limit at his or her sole discretion.
 - b. Repetitive or redundant statements are discouraged.
 - c. No member of the audience (or the Town Board) shall engage in any demonstration, vocal or otherwise, including “booing” or applause or any other actions that will disrupt the orderly conduct of the Town Board meeting.
 - d. Audience members in violation of these rules of conduct will be asked to refrain from disruptive behavior or leave the meeting.

Roll call:

Councilor Andersen	Yes
Councilor Race	Excused
Councilor Golub	Yes
Councilor Reger	Yes
Supervisor Zupan	Yes

Supervisor Zupan declared Resolution No. 3 adopted.

Resolution No. 4 presented by Councilor Andersen, seconded by Councilor Reger

APPOINTMENT OF ATTORNEY FOR THE TOWN

To appoint John R. Langey of Costello, Cooney & Fearon as Attorney for the Town for the year 2021, at a rate not to exceed \$ 65,000 annually, to be invoiced monthly for general legal services, and further for non-general legal services, to authorize the rate of \$ 150.00 per hour (a reduced rate) for additional legal services, which includes but is not limited to litigation, municipal bond work, major non-routine projects and environmental matters, etc.

Roll call:

Councilor Andersen	Yes
Councilor Race	Excused
Councilor Golub	Yes
Councilor Reger	Yes
Supervisor Zupan	Yes

Supervisor Zupan declared Resolution No. 4 adopted.

Supervisor Zupan appointed Councilor Race as Deputy Town Supervisor.

Supervisor Zupan made the following appointments of Town Board members as liaisons for areas of oversight and interest, monthly reports will be presented, as needed:

- Councilor Race -- Highway Department, South Cemetery, Water Pollution Control Facility & Water Districts
- Councilor Andersen -- Planning & Zoning, CACDA, Shared Services, CACC & Future of the Town Office (Gothic Cottage)
- Councilor Golub -- Future of the Town Office (Gothic Cottage), Cazenovia Lake Association & Cazenovia Lake Watershed Council
- Councilor Reger -- Senior Recreation & Joint Youth Recreation, New York State Police, Parks, New Woodstock Fire Department & Planning and Zoning

Resolution No. 5 presented by Councilor Reger, seconded by Councilor Andersen to make the following appointments and re-appointments:

- Connie Sunderman Town Clerk, Records Management Officer, and FOIL Officer
- Connie Sunderman Registrar of Vital Statistics (District#2651 through December 31, 2023)
- Susan Wightman Planning/Zoning Clerk, Planning Board Secretary, ZBA Secretary

Roger Cook Zoning & Codes Enforcement Officer
 William Carr Deputy Zoning & Codes Enforcement Officer
 Elizabeth Merrill Full-Time Bookkeeper, Sewer Accountant
 Tina McMurtrie..... Secretary to the Town Supervisor, Water Districts Collector
 Irene "Shea" Palmer..... Justice Clerk
 Kerry Bishal..... Justice Clerk
 Gordon Baker..... Dog Control Officer
 New Woodstock Regional
 Historical Society..... Town Historian
 Dean Slocum..... Highway Superintendent
 William Zupan Fair Housing Officer, Labor Standards Compliance Officer,
 ADA Compliance Officer/Coordinator, Safety Officer

Roll call:

Councilor Andersen Yes
Councilor Race Excused
Councilor Golub Yes
Councilor Reger Yes
Supervisor Zupan Yes

Supervisor Zupan declared Resolution No. 5 adopted.

Connie Sunderman, Town Clerk re-affirmed the appointment of Susan P. Wightman as First Deputy Town Clerk for 2021 & First Deputy Registrar of Vital Statistics through the end of 2023.

Dean Slocum, Highway Superintendent, re-affirmed the appointment of Bryan Smith as Deputy Highway Superintendent for 2021.

Resolution No. 6 presented by Councilor Andersen, seconded by Councilor Reger

RE-APPOINTMENT OF THE CHAIRS FOR THE VARIOUS BOARDS OF THE TOWN OF CAZENOVIA

Pursuant to Resolution No. 18 of 2004, “the Town Board shall, at the annual organizational meeting, appoint the Chairmen of the CACC, Zoning Board of Appeals, and the Planning Board, each to one calendar year terms. Said chairmen shall serve at the pleasure of the Town Board.”

To re-appoint **Paul Curtin as Chair of the CACC,**
Thomas Pratt as Chair of the Zoning Board of Appeals,
and Robert Ridler as Chair of the Planning Board for the year 2021.

Roll call:

Councilor Andersen	Yes
Councilor Race	Excused
Councilor Golub	Yes
Councilor Reger	Yes
Supervisor Zupan	Yes

Supervisor Zupan declared Resolution No. 6 adopted.

Resolution No. 7 presented by Councilor Golub, seconded by Councilor Andersen to make the following Board appointments and re-appointments:

<u>Board Member</u>	<u>Term Length</u>	<u>Term Expiration</u>
Charles Amos, BAR Member	5 years	12/31/2025
Paul Curtin, CACC Member	2 years	12/31/2022
Katherine Hahn, CACC Member	2 years	12/31/2022
Roger Saltman, CACC Member	2 years	12/31/2022
Damian Vanetti, CACC Member	2 years	12/31/2022
Hugh Roszel, Planning Board Member	7 years	12/31/2027
Gerry Rasmussen, Planning Board Alternate Member	1 year	12/31/2021
Jon Vanderhoef, Planning Board Alternate Member	1 year	12/31/2021
Gary Mason, ZBA Member	5 years	12/31/2025
Valerius Koch, ZBA Alternate Member	1 year	12/31/2021

Roll call:

Councilor Andersen	Yes
Councilor Race	Excused
Councilor Golub	Yes
Councilor Reger	Yes
Supervisor Zupan	Yes

Supervisor Zupan declared Resolution No. 7 adopted.

Resolution No. 8 presented by Councilor Reger, seconded by Councilor Andersen

**APPOINTMENT OF THE TOWN OF CAZENOVIA
SEWER ADVISORY COMMITTEE MEMBERS**

WHEREAS, as a result of the transfer of ownership of the Madison County Sewer District treatment plant and corresponding sewerage system to the Town of Cazenovia in 2018, an intermunicipal agreement was executed between the Town of Cazenovia, Town of Cazenovia Consolidated Sanitary Sewer District, Village of Cazenovia, Town of Nelson and County of Madison, and

WHEREAS, pursuant to said intermunicipal agreement, the Town of Cazenovia Town Board is authorized to annually appoint five (5) members to a Sewer Advisory Committee; and

WHEREAS, the Town of Cazenovia, Town of Nelson and Village of Cazenovia must each be represented by at least one (1) member on the Committee who reside in each respective municipality; and

WHEREAS, the Committee is advisory in nature only and final decisions relative to the operation and management of the Town of Cazenovia Water Pollution Control Facility, sewer system and appurtenances thereto shall reside with the Town of Cazenovia Town Board; and

NOW, THEREFORE, BE IT RESOLVED that the following individuals are hereby appointed to the Town of Cazenovia Sewer Advisory Board for a one (1) year term commencing on January 11, 2021:

- William Zupan*
- Patrick Race*
- David Vredenburg*
- John LaGorga*
- William Carr*

Roll call:

- Councilor Andersen** **Yes**
- Councilor Race** **Excused**
- Councilor Golub** **Yes**
- Councilor Reger** **Yes**
- Supervisor Zupan** **Yes**

Supervisor Zupan declared Resolution No. 8 adopted.

Resolution No. 9 presented by Councilor Reger, seconded by Councilor Andersen

PROCUREMENT OF A BLANKET UNDERTAKING

To approve the procurement of a blanket undertaking from a duly authorized corporate surety covering the officers, clerks, board members, and employees of the Town. Pursuant to Town Law § Oaths of Office and Undertaking, the Official Undertaking shall be filed with the Madison County Clerk.

Roll call:

- Councilor Andersen** **Yes**
- Councilor Race** **Excused**
- Councilor Golub** **Yes**
- Councilor Reger** **Yes**
- Supervisor Zupan** **Yes**

Supervisor Zupan declared Resolution No. 9 adopted.

Supervisor Zupan stated November 12th will be an extra holiday for the staff.

Resolution No. 10 presented by Councilor Reger, seconded by Councilor Golub to adopt the following holiday schedule for 2021:

Holiday	Date
New Year's Day	January 1 st
Martin Luther King Day	January 18 th
President's Day	February 15 th
Good Friday	April 2 nd
Memorial Day	May 31 st
Independence Day	July 5 th
Labor Day	September 6 th
Columbus Day	October 11 th
Veteran's Day (<i>Thursday</i>)	November 11 th
Veteran's Day (<i>Friday</i>)*	November 12th
Thanksgiving	November 25 th
Thanksgiving (<i>Day after</i>)	November 26 th
Christmas Day (<i>observed</i>)	December 23 rd
Christmas Eve Day (<i>Friday</i>)	December 24 th
New Year's Day (<i>Friday</i>)	December 31 st (2021)

**Given the extra holiday for full-time employees (November 12th), a part-time FLSA non-exempt employee is eligible for 7 days in 2021 as opposed to the usual 6.*

Roll call:

Councilor Andersen Yes
Councilor Race Excused
Councilor Golub Yes
Councilor Reger Yes
Supervisor Zupan Yes

Supervisor Zupan declared Resolution No. 10 adopted.

Resolution No. 11 presented by Councilor Reger, seconded by Councilor Andersen

To approve the following Fee Schedule, which will remain in effect until altered by the Town Board:

FEE SCHEDULE

DEVELOPER & PROJECT DEPOSIT FEES

Relative to Local Law No. 3 – 2006 (adopted 9/11/06)

DEPOSIT FEES

Site Plan Review Deposit Fee.....all zones, all kinds, each lot \$ 300.00

Area Variance Deposit Fee	all zones, all kinds, each	\$ 300.00
Use Variance Deposit Fee.....	all zones, all kinds, each	\$ 600.00
MINOR Special Use Permit Deposit Fee	all zones, all kinds, each	\$ 350.00
MAJOR Special Use Permit Deposit Fee.....	all zones, all kinds, each	\$3,500.00

Subdivision Deposit Fee:

Minor Subdivisions (1 – 4 lots).....	\$ 310.00 each application
Major Subdivisions (5 – 10 lots)	\$ 310.00 each application
11 – more lots	\$ 2,500.00 each application
Line Eliminations & Any Line Adjustments.....	\$ 310.00 each application

CELL TOWER - (initial sitting)

Cell Tower NON-REFUNDABLE Deposit Fee (each).....	\$3,500.00
plus Cell Tower REFUNDABLE Deposit Fee (each)	\$3,500.00

CELL TOWER - CO-LOCATION (on existing tower)

Cell Tower NON-REFUNDABLE Co-location Fee (each)	\$ 750.00
plus Cell Tower REFUNDABLE Co-location Fee (each).....	\$ 750.00

Windmills Develop & Project Deposit Fee (includes co-locations).....	\$ 300.00
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APPLICATION FEES

Site Plan Review Application Fee	all zones, all kinds, each	\$ 115.00
Special Use Permit Application Fee	all zones, all kinds, each	\$ 115.00
Variance Application Fee	all zones, all kinds, each	\$ 115.00
Windmills Application Fee	(includes co-locations)	\$ 115.00
Small Cell Wireless Fees	See Chapter 134, §3-B	

Line Change Application Fee:

Residential A	per line	\$ 115.00
Residential B	per line	\$ 65.00
Lake, Commercial & Industrial.....	per line	\$ 150.00

Subdivision Application Fee:

Residential A	per lot	\$ 300.00
Residential B	per lot	\$ 300.00
Lake, Commercial & Industrial.....	per lot	\$ 300.00

Building Permit \$ 15.00 plus \$3.50 per 100 sq. ft. plus \$ 35.00 per inspection,
plus any or all of the following:

Building Permit Renewal	repeat original fee
Certificate of Occupancy	\$ 50.00
Temporary Certificate of Occupancy (each).....	\$ 100.00
Fence Permit.....	\$ 50.00
Satellite Dish Permit.....	\$ 50.00
Septic System Inspection.....	\$ 60.00

Septic System Permit.....	\$ 60.00
Septic Tank Replacement.....	\$ 50.00
Solar Panel Installation Permit.....	\$ 50.00
Swimming Pool Permit.....	\$ 50.00
Wood Burning Device Permit.....	\$ 50.00
Wood Burning Device Inspection.....	\$ 50.00
Water Meter - <i>same as purchase price for Town</i>	\$ 119.00
Copy Machine Copies (<i>all sizes, Black & white/color</i>) (each).....	\$ 0.25
Return Check Charge	\$ 20.00

DOG FEES

Unneutered & Unspayed dog.....annual/each dog	\$ 25.00
<small>(includes \$3.00 Population Control fee to NYS.) (Unneutered & unspayed Guide Dogs & Police Work Dogs are exempt from the \$ 22.00 license fee portion only)</small>	
Neutered & Spayed dog.....annual/each dog	\$ 18.00
<small>(which includes \$1.00 Population Control fee to NYS.) Neutered & Spayed Guide Dogs & Police Work Dogs are exempt from the \$ 17.00 license fee portion only)</small>	
Replacement Identification Tag.....annual /each dog	\$ 5.00
<small>(replacement of lost or stolen tag)</small>	
Dog Impoundment Fee (redemption fee)..... 1st impoundment	\$ 40.00
	2nd impoundment (<i>within 1 year period</i>)..... \$ 50.00
	+ \$3/day boarding fee after 24 hours
	3rd impoundment (<i>within 1 year period</i>) \$ 100.00
	+ \$3/day boarding fee after 24 hours
	subsequent impoundments (<i>within 1 year</i>) \$ 100.00
	+ \$3/day boarding fee after 24 hours

STORM WATER MANAGEMENT

Permit Inspection Fee	each inspection.....	\$ 35.00
Application Fee.....	each application	\$ 100.00
Stormwater, Erosion, & Sediment Control CD		\$ 5.00

SEPTIC

Septic System Dye Test	per test.....	\$ 60.00
Septic Tank Inspection.....	per inspection	\$ 50.00
Alternative Septic System Fee - Madison County Approved.....		\$ 60.00
Deep Hole Test	per hole.....	\$ 50.00

SOUTH CEMETERY

South Cemetery.....	per lot, for single grave	\$ 250.00
	per lot, for two or more graves.....	\$ 200.00
	casket interment (each)	\$ 225.00
	ash interment (each).....	\$ 75.00
	Friday/Saturday funeral (additional fee)...	\$ 150.00

MOTOR VEHICLE

Permit for On-Site Sale of Motor Vehicle	each	\$ 15.00
Permit for On-Site Restoration of Motor Vehicle...	each	\$ 15.00

MISC. PERMITS

Operating Permit.....		\$ 50.00
Home Occupation Permit.....		\$ 50.00
Special Use Permit (Bed & Breakfast) Annual Inspection.....		\$ 50.00
Demolition Permit		\$ 50.00
Land Disturbance Permit (per permit)	per lot	\$ 50.00

MISC. FEES

Junk Yard License.....		\$ 50.00
Well Flow Inspection.....	per well	\$ 60.00
Zoning & Codes Violation.....	per incident	\$ 750.00
Gypsy Bay Park Key Deposit	each	\$ 25.00
Mass Public Assemblies	application fee.....	\$ 100.00
	security deposit per 15 acres of assemblage area	\$ 500.00
Circus Application Fee		\$ 25.00
Peddling & Solicitation (LL 2-2011)		\$ 100.00

SEWER DISTRICT

Special Improvement District	filing fee	\$ 150.00
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SEWER CONNECTION INSPECTIONS ARE TO BE PERFORMED BY THE TOWN'S ENGINEER AND PAID BY THE APPLICANT – AT NO COST TO THE TOWN



**TOWN OF CAZENOVIA
SEWER RENT, FEE AND CHARGE SCHEDULE**

Sewer Rents (based upon metered water consumption) **Bi-Annual Billing** (*effective April 1, 2020*)

- For meters reading in gallons: A base rate of \$162.50, with an additional charge of \$4.70 per 748 gallons when usage exceeds 23,562 gallons
- For meters reading in cubic feet: A base rate of \$162.50 with an additional charge of \$4.70 per 100 cubic feet when usage exceeds 3,150 cubic feet
- Exceptions: For parcels serviced by individual water supply wells (non-metered parcels), a bi-annual base rate charge of \$162.50 shall apply.

Operation and Maintenance Charge for Town/Outside of Village Users - \$25.00

Penalties and Late Charges: All charges shall be paid within 30 days of invoicing. A 10% penalty shall be due for late payments.

**Note: 100 Cubic Feet of water is equal to 748 gallons 6300 ft³ = 47,124 gallons*

Sub-Meter Rental Deposit Fee.....	\$ 300.00
Sewer Lateral Permit Fee.....	\$ 200.00
Inspection Fees.....	\$ 100.00
As-Built Drawing Deposit Fee.....	\$ 250.00
Connection/Hook-Up Fee.....	\$ 150.00
Wastehauler License Fee.....	\$ 300.00
Wastehauler Dumping Fee (per 3,000 gallons).....	\$ 350.00
Wastewater/Industrial Discharge Permit Fee.....	\$ 2,500.00
Abnormal Sewage Surcharge (per pound of BOD).....	\$ 0.30
Operation and Maintenance Charge for Town/Outside of Village Users - Bi-annual charge of \$25.00 commencing with August 2020 Billing Cycle	

Penalties and Late Charges: All charges shall be paid within 30 days of invoicing. A 10% penalty shall be due for late payments.

Appeals/Grievances: Any property owner who wishes to appeal or grieve a charge associated with sewer rents and fees may contact the Town Office to schedule consideration of an appeal by the Town Board.

Roll call:

Councilor Andersen	Yes
Councilor Race	Excused
Councilor Golub	Yes
Councilor Reger	Yes
Supervisor Zupan	Yes

Supervisor Zupan declared Resolution No. 11 adopted.

Resolution No. 12 presented by Councilor Reger, seconded by Councilor Golub

2021 HOURLY RATES AND ANNUAL SALARIES

To approve the following hourly and annual salaries in amounts not to be exceeded and as provided in the 2021 Town Budget:

Name/Title	Budget Line	2021 Amount
Town Councilors (4 elected)	A1010.1	Annual, \$ 3,939.00
Justices (2 elected & 1-temp. appointment)	A1110.1	Annual, \$ 10,452.00
Town Supervisor (elected)	A1220.1	Annual, \$ 20,265.70
Budget Officer (<i>Zupan</i>)	A1340.1	Annual, \$ 9,738.30
Assessor (<i>Fitts</i>)	A1355.1	Annual, \$ 51,168.00
Town Clerk (<i>Sunderman</i>)	A1410.1	Annual, \$ 53,664.00
WPCF Town Clerk Stipend (<i>Sunderman</i>)	SS8130.1.710	Annual, \$ 2,080.00
Registrar of Vital Statistics (<i>Sunderman</i>)	A4020.1	Annual, \$ 5,928.00
Records Management Officer (<i>Sunderman</i>)	B1460.1	Annual, \$ 7,384.00
Zoning Officer (<i>Cook</i>)	B8010.1.23	Annual, \$ 25,350.00
Codes Enforcement Officer (<i>Cook</i>)	B3620.1	Annual, \$ 11,427.00
Deputy Town Clerk (<i>Wightman</i>)	A1430.1.12	\$ 22.45/hr. @ 35 hrs./wk.
Zoning Department Clerk (<i>Wightman</i>)	B8010.1.10	\$ 22.45/hr., part of weekly hours above
Secretary to Planning Board (<i>Wightman</i>)	B8020.1.10	\$ 22.45/hr., 7 hrs. per payroll, 182 hrs./yr. (special meetings to be paid at overtime)
Secretary to ZBA (<i>Wightman</i>)	B8010.1.24	\$ 22.45/hr., 7 hrs. per payroll (4 hours each payroll pd. at OT rate), 182 hrs./yr.
Dog Control Officer (<i>Baker</i>)	A3510.1	Annual, \$ 5,811.00
Planning Board Chair (<i>Ridler</i>)	B8020.1.25	Annual, \$ 1,774.50
ZBA Chair (<i>Pratt</i>)	B8010.1.25	Annual, \$ 1,774.50
FT Bookkeeper (<i>Merrill</i>)	A1430.1.37	Annual, \$ 51,324.00
Sewer Accountant (<i>Merrill</i>)	SS8130.1.704	Annual, \$ 6,994.00
Secretary to Supervisor (<i>McMurtrie</i>)	A1220.1.42	\$ 18.30/hr.
Water Districts Collector (<i>McMurtrie</i>)	SW8310.1	\$ 18.30/hr.
Justice Clerk (<i>Palmer</i>)	A1110.1.10	\$ 15.90/hr.
Justice Clerk (<i>Bishal</i>)	A1110.1.10	\$ 15.90/hr.
Highway Superintendent (<i>Slocum</i>)	A5010.1	Annual, \$ 72,098.00
Deputy Highway Superintendent	A5010.1.12	Annual Stipend, \$ 3,900.00
Certified Water Technicians	SW1 8340.1	Annual, \$ 500.00 ea.
Highway Department Hourly Rates		
Contract Laborer		\$ 17.93 hourly rate
Machinery Equipment Operator		\$ 23.00 hourly rate
Heavy Equipment Operator		\$ 26.00 hourly rate
Mechanic	32	\$ 27.00 hourly rate
Seasonal Laborer		\$ 12.50 hourly rate

Roll call:

Councilor Andersen	Yes
Councilor Race	Excused
Councilor Golub	Yes
Councilor Reger	Yes
Supervisor Zupan	Yes

Supervisor Zupan declared Resolution No. 12 adopted.

Dean Slocum responded to a question and said every three years the certification has to be renewed.

Resolution No. 13 presented by Councilor Golub, seconded by Councilor Reger

RESOLUTION AMENDING RESOLUTION #149-2018
(APPROVING STIPEND FOR CERTIFIED WATER TECHNICIANS)

APPROVE STIPEND FOR CERTIFIED WATER TECHNICIANS

WHEREAS, there are three water districts in the Town of Cazenovia: Mt. Pleasant, New Woodstock and Wellington which are owned by the Town; and

WHEREAS, in 2006, the day-to-day operations of said districts transitioned from an appointed individual to the employees of the Town of Cazenovia Highway Department who are Certified Water Technicians; and

WHEREAS, the daily water chores include weekends for these employees on a rotational basis; and

WHEREAS, it is the desire of the Town Board to compensate the Certified Water Technicians in the form of a stipend in an amount of Five Hundred Dollars and 00/100 (\$ 500.00); and

NOW THEREFORE, BE IT RESOLVED, that the Certified Water Technicians shall be paid the aforementioned stipend annually during the first pay period of December subject to the Town of Cazenovia Highway Superintendent’s certification of completion of these duties.

“Resolution No. 149 – 2018
November 5, 2018

APPROVE STIPEND FOR CERTIFIED WATER TECHNICIANS

WHEREAS, there are three water districts in the Town of Cazenovia: Mt. Pleasant, New Woodstock and Wellington which are owned by the Town; and

WHEREAS, in 2006, the day-to-day operations of said districts transitioned from an appointed individual to the employees of the Town of Cazenovia Highway Department who are Certified Water Technicians; and

WHEREAS, the daily water chores include weekends for these employees on a rotational basis; and

WHEREAS, it is the desire of the Town Board to compensate the six (6) Certified Water Technicians in the form of a stipend in an amount of Five Hundred Dollars and 00/100 (\$ 500.00); and

NOW THEREFORE, BE IT RESOLVED, that the six (6) Certified Water Technicians shall be paid the aforementioned stipend annually during the first pay period of December subject to the Town of Cazenovia Highway Superintendent’s certification of completion of these duties.

Roll call:

Councilor Andersen	Yes
Councilor Race	Excused
Councilor Golub	Yes
Councilor Reger	Yes
Supervisor Zupan	Yes

Supervisor Zupan declared Resolution No. 13 adopted.

Resolution No. 14 presented by Councilor Andersen, seconded by Councilor Golub

AUTHORIZE THE PROPOSAL FOR ADDITIONAL SERVICES BY HOLMES KING KALLQUIST & ASSOCIATES FOR THE TOWN HALL PROJECT

To authorize the Town Supervisor to execute the proposal for additional services associated with the proposed Renovation and Addition to the Gothic Cottage Town Offices from Holmes King Kallquist & Associates dated December 21, 2020 for a not to exceed amount of \$ 5,600.00 (\$ 6,400.00 with building rendering option of \$ 800.00).

Roll call:

Councilor Andersen	Yes
Councilor Race	Excused
Councilor Golub	Yes
Councilor Reger	Yes
Supervisor Zupan	Yes

Supervisor Zupan declared Resolution No. 14 adopted.

Resolution No. 15 presented by Councilor Andersen, seconded by Councilor Golub

ADOPTION OF AN ANTI-RACISM COALITION POLICY

WHEREAS, the Anti-Racism Coalition was formed in May of 2020 in the wake of George Floyd’s death; and

WHEREAS, the mission of the organization is to create a more inclusive community which actively supports residents of color and to educate the community about systemic racism; and

WHEREAS, the Town of Cazenovia Town Board was approached by the Cazenovia Anti-Racism Coalition; and

WHEREAS, the Town of Cazenovia Town Board was presented with a suggested anti-racism policy statement and was urged to adopt such policy.

NOW THEREFORE, BE IT RESOLVED AND DETERMINED, that the Town of Cazenovia Town Board hereby adopts the following policy. “The Town of Cazenovia is a welcoming and inclusive community. “We recognize the responsibility and rights of community members to respect the personhood of all individuals to live their lives with dignity, free of discrimination based on faith, race, sexuality, gender identity, national origin or immigration status. We therefore renounce hatred and intolerance, including but not limited to: racism, misogyny, xenophobia, anti-Semitism, Islamophobia, homophobia and transphobia. We commit ourselves, as a town, to respect the diversity represented within our community and to be good neighbors to all.”

Roll call:

Councilor Andersen	Yes
Councilor Race	Excused
Councilor Golub	Yes
Councilor Reger	Yes
Supervisor Zupan	Yes

Supervisor Zupan declared Resolution No. 15 adopted.

Resolution No. 16 presented by Councilor Reger, seconded by Councilor Andersen

AUTHORIZING THE USE OF THE PARK KNOWN AS “THE GREEN”

WHEREAS, the Greater Cazenovia Area Chamber of Commerce has requested that the Town of Cazenovia allow limited usage of the Town Park located on Green and Emory Streets (a/k/a “The Green”) for purposes of continuing the “Farmers’ Market” which has traditionally been held in Cannon Park in the Village of Cazenovia; and

WHEREAS, the request is for approval to use the Park for the period commencing on May 8, 2021 and ending on October 30, 2021 from the hours of 9:00 a.m. to 2:00 p.m.; and

WHEREAS, the Town has reviewed the potential use of said Park with appropriate social distancing and other measures to be observed by all participants and visitors to the relocated Farmers’ Market.

NOW, THEREFORE, BE IT

RESOLVED that the Town of Cazenovia Town Board hereby authorizes the limited use of the Park for the local Farmers’ Market at said location commencing on May 8, 2021 and ending on October 30, 2021 from the hours of 9:00 a.m. to 2:00 p.m., subject to the following conditions:

1. Use of the Park for the Farmers’ Market by the vendors and public shall be from 9:00 a.m. to 2:00 p.m., with a prior one (1) hour setup (8:00 a.m.) and post one (1) hour teardown (3:00 p.m.) for vendors;
2. Appropriate garbage clean-up and pick-up shall be undertaken and paid for by all vendors and participants;
3. All vendors and park visitors shall observe appropriate CDC social distancing measures at all times. All vendors and participants shall wear appropriate PPE/masks as a preventative measure to avoid exposure and/or transmission of COVID-19;
4. Appropriate signage relative to social distancing shall be prominently placed throughout the Park area;
5. This approval is contingent upon the submission of a One Million Dollar (\$1,000,000) liability insurance certificate presented to the Town Clerk prior to use of the Park. The insurance certificate must name the Town of Cazenovia as a certificate holder and additional insured, note the activities to be undertaken (“Farmers’ Market”) and state the time period of coverage. This liability insurance must be continuously maintained throughout the 2021 Farmers’ Market season;
6. The Farmers’ Market organizer shall notify the Village of Cazenovia Police Department relative to the use of the “The Green” Park in advance of such use.

Roll call:

Councilor Andersen	Yes
Councilor Race	Excused
Councilor Golub	Yes
Councilor Reger	Yes
Supervisor Zupan	Yes

Supervisor Zupan declared Resolution No. 16 adopted.

Resolution No. 17 presented by Councilor Andersen, seconded by Councilor Reger

TOWN JUSTICE, FRED PALMER’S ACCOUNTING RECORDS AUDIT

Relative to the Town Board's audit of Town Justice Fred Palmer’ accounting records at the 1/6/2021 work session (via Zoom), all appears to be accurate and in good order.

Roll call:

Councilor Andersen	Yes
Councilor Race	Excused
Councilor Golub	Yes
Councilor Reger	Yes
Supervisor Zupan	Yes

Supervisor Zupan declared Resolution No. 17 adopted.

Resolution No. 18 presented by Councilor Golub, seconded by Councilor Andersen to approve the following 2020 budget transfers:

(Authority NYS Town Law section 112 “The town board, during a fiscal year, by resolution, may make additional appropriations or increase existing appropriations and shall provide for the financing thereof. Moneys therefor may be provided from the unexpended balance of an appropriation, from the appropriation for contingencies, from unappropriated unreserved fund balance or unanticipated revenues within a fund or by borrowing pursuant to the local finance law.”).

General Fund B

To transfer additional budget required to accommodate Paper Alternative Solutions document services invoice with fees not anticipated in original budget.

To: B 1460.4 Records Management CE	\$20.00
From: B 1990.1 Contingency Account	(20.00)

Mt. Pleasant Water SW2

To transfer additional budget required to accommodate phone line for monitor not anticipated in original budget.

To: SW2 8320.4 Source Power Pump CE	\$85.00
From: SW2 9030.8 Social Security (Town Portion)	(85.00)

To transfer additional budget required to accommodate water purification expenses such as water testing, chlorine and parts.

To: SW2 8330.4 Purification CE	\$70.00
From: SW2 9030.8 Social Security (Town Portion)	(70.00)

Wellington Water SW3

To transfer budget to accommodate electrical labor to install generator not anticipated in original budget.

To: SW3 8320.2 Source Power Pump EQ	\$3,415.00
From: SW3 8320.1 Source Power Pump PS	(3,250.00)
From: SW3 8340.4 Transmission/Distribution CE	(165.00)

To transfer budget to accommodate natural gas installation from National Grid not anticipated in original budget.

To: SW3 8320.4 Source Power Pump CE \$500.00
From: SW3 8340.4 Transmission/Distribution CE (500.00)

To transfer additional budget required to accommodate 27th 2020 payroll dated December 31, 2020.

To: SW3 8340.1 Transmission/Distribution PS \$185.00
From: SW3 8340.4 Transmission/Distribution CE (185.00)

Roll call:

Councilor Andersen Yes
Councilor Race Excused
Councilor Golub Yes
Councilor Reger Yes
Supervisor Zupan Yes

Supervisor Zupan declared Resolution No. 18 adopted.

Attorney's Report: *John Langey, Esq. reported all the negotiations have been completed and the cable franchise is now approved. He shared some extensive research with Councilor Golub which at some point will be for the Town Board’s consideration of any changes they may want to implement to the large-scale solar regulations. He said currently the Planning Board is handling the Lucas Project and he just negotiated the stormwater agreement with the attorney for the solar project owner. If it gets approved by the Planning Board and Zoning Board, the stormwater agreement will come to the Town Board for approval. He stated the brewery has “put on pause” their application for the piece of property that is next door to their establishment. The distillery continues to be before the Zoning Board of Appeals and he will continue to work with the ZBA Chair.*

Supervisor's Report: *Supervisor Zupan said he has been working on a lot of housekeeping. He has been assisting the WPCF with the clarifier project. He mentioned he has been working with the Highway Superintendent about getting meters for the New Woodstock Water District to do some long-term planning on rates within that District, similarly, to what they are doing at Mt. Pleasant. He mentioned he has been busy at the County, they are not sure what the State budget will be and how it will affect the County budget. He is no longer on the Planning Committee, but has joined the Criminal Justice Committee, in addition to his continued assignments on the Highway & Building & Grounds Committee.*

Councilor Andersen {Planning & Zoning, CACDA, Shared Services, CACC, Future of the Town Office (Gothic Cottage)}: *Reported there are some vacancies on the various Boards, so she has drafted a letter to the Cazenovia Republican looking for volunteers. She mentioned there was a meeting which consisted of individuals that were concerned with the backflow from the creek and canal pushing sediment into the lake when there are storm events. She said it was a useful meeting and CACDA, Cazenovia Lake Association, CPF, Liz Moran of Ecologic, LLC and*

two hydrologists from GHD were present. Dave Miller of the Lake Association has been in touch with the Canal Corporation and it appears there are a number of possibilities including raising and lowering the dams and possibly restructuring the flow. She thought it was a useful meeting. She mentioned the article in the Cazenovia Republican, “Restart Cazenovia.” This initiative was discussed at CACDA of things that can be done in the community to help small businesses and Cazenovia, as a whole, to restart as the pandemic ends. She said there are a couple of projects, one being short videos on social media highlighting various products and services you can purchase locally. Another one is an adventure challenge that will be held in parks and on trails. These ideas are underway and their implementation is being planned.

Councilor Golub {Future of the Town Office (Gothic Cottage), Cazenovia Lake Association & Cazenovia Lake Watershed Council}: *Reported some changes may be coming in relation to the solar law. He said he would like to see more restrictions, yet not be too restrictive-which is a fine line. He asked John Langey to expound on this.*

J. Langey said the Town is responding to legitimate concerns about potential loss of very valuable agricultural lands and balance that concern with the Town’s interest in encouraging renewable energy. He said the Town has a sizeable portion of farmland and they need to find a way to balance the interest while respecting the rights of certain property owners. He said the State has created a new review process which tends to pull away from local home rule and they are very cognizant of that.

Councilor Golub resumed his report and said they are using the Towns of Amherst, Tully and Farmington as samples. On another note, he reiterated Councilor Andersen’s comment about the Cazenovia Lake meeting that discussed sediment. He said they are trying to effectively regulate the water between the two dams. There is a sensor at the Creek dam and a few solutions were mentioned that included lower the Mill Street dam, increase the flood flow and install a riser on the lake dam or alter the Mill Street spillway to allow more flow. He said basically they need more data.

Councilor Reger (Senior Recreation & Joint Youth Recreation, New York State Police, Parks, New Woodstock Fire Department & Planning and Zoning): *Reported there was a meeting earlier this evening with Village Trustee Maureen Fellow and Kristin Romagnoli. Kristin will be the Director again this year for the Youth Recreation Program. They started to lay out the game plan in terms of the budget. He is hoping to meet with all the municipalities in February and will have something for the Town Board, probably in March. CazCares demand continues to be steady and they are doing a good job in meeting the demand. The “fresh food delivery” is tomorrow. He mentioned the Planning and Zoning Boards do a great job and he wanted to compliment John Langey on the fine job he does and his wealth of knowledge-very impressive. The Farmers’ Market will have a small team this year to assist the Director with signage and various other COVID response items. The market runs from May 8th to October 30th.*

Supervisor Zupan asked if any member of the public cared to use the second comment period to speak to the board regarding any area of Town Board oversight.

Public comment #2: *There were no comments.*

The Town Clerk presented the monthly bills list.

The Town Board's method-of-choice for review of the monthly bills:

The Town Board's first review takes place when detailed lists of the monthly bills are emailed to them on the weekend preceding the meeting. As a second review, the Town Clerk reads aloud the monthly bills list as the Town Board followed along with hard copies. The invoices are present at the meeting and the Town Board visually inspects them and discusses them at their discretion.

Motion by Councilor Golub, seconded by Councilor Reger to approve payment of the bills. The motion was unanimously approved.

Motion by Councilor Golub, seconded by Councilor Andersen to adjourn this meeting. The motion was unanimously approved.

At 8:21 p.m., Supervisor Zupan declared this meeting adjourned.

Signed: *Connie J. Sunderman*
Connie J. Sunderman, Town Clerk