

Regular Monthly Meeting
VILLAGE OF TRUMANSBURG
BOARD OF TRUSTEES
Agenda
May 8, 2023
7:00pm

Members of the public may join the meeting via Zoom
Meeting ID: 89726679850
Call-in number: (929)436-2866

1. (7:00) CALL TO ORDER
2. (7:00) CHANGES TO AGENDA
3. (7:05) Consent Agenda
 - a. Abstract of Claims
 - b. Meeting Minutes
4. (7:10) PRIVILEGE OF THE FLOOR
5. (7:25) REPORTS OF REPRESENTATIVES
6. (7:40) REPORTS FROM BOARD, CLERK, & TREASURER
 - a. MAYOR – Hart
 - b. FIRE/TACC – Horn
 - c. EMS/YOUTH/STAC – Carver
 - d. DPW/WATER/SEWER/CPZR/Farmers Market – Darfler
 - e. POLICE/ETC – Hannon
 - f. TREASURER/DEPUTY TREASURER – Giles/Schlossberg
 - g. CLERK/DEPUTY CLERK – Giles/Schlossberg
7. (8:15) OLD BUSINESS
 - a. Zoning Law - Discuss feedback from April 24 hearing
8. (9:00) NEW BUSINESS
 - a. Repurpose TPD Chief's Vehicle to EMS
 - b. FLX Website contract renewal
 - c. MRB Grant Admin Proposal
9. (9:20) PRIVILEGE OF THE FLOOR
10. (9:35) EXECUTIVE SESSION – Personnel, Taylor Law
11. (9:45) ADJOURNMENT

MEETING RULES OF PROCEDURE

Meetings of the Village Board are open to the public, and residents are encouraged to attend. In an effort to foster an orderly meeting process, attendees will kindly observe the following rules and guidelines.

GENERAL RULES OF PROCEDURE

Meeting format will generally follow Roberts' Rules of Order unless otherwise stated.
The Mayor shall preside at meetings. In the Mayor's absence the Deputy Mayor shall preside.

The presiding officer may debate, move and take other action that may be taken by other members of the Board.

Board members are not required to rise but must be recognized by the presiding officer before making motions and speaking. The presiding officer may waive this requirement at any time to allow for open discussion among the Board.

A Board member, once recognized shall not be interrupted when speaking unless it be to call him/her to order. If a Board member, while speaking, be called to order, they shall cease speaking until the question of order be determined, and, if in order, he shall be permitted to proceed.

There is no limit to the number of times a Board member may speak on a question.

Motions to close or limit debate may be entertained but shall require a four-fifths vote of the Board.

GUIDELINES FOR PRIVILEGE OF THE FLOOR

Members of the public shall be allowed to speak only during Privilege of the Floor or at such other time as a majority of the Board shall allow.

Speakers must stand and be recognized by the presiding officer before speaking.

Speakers must state their name for the record.

As a courtesy to other members of the public in attendance who may wish to speak, speakers should be mindful that, in the interest of time, Privilege of the Floor is limited. Preference will be given to Village residents.

Board members may, with the permission of the presiding officer, interrupt a speaker during their remarks, but only for the purpose of clarification or information.

All remarks shall be addressed to the Board as a body, or the Mayor, but not to any other individual Board member.

Speakers shall observe commonly accepted rules of courtesy, decorum, dignity and good taste.

Interested parties or their representatives may address the Board by written communications.

ADJOURNMENT

Meetings shall be adjourned by motion.

AMENDMENTS TO THE RULES OF PROCEDURE

The foregoing procedures may be amended by a majority vote of the board.

ABSTRACT OF AUDITED VOUCHERS

GENERAL FUND

VILLAGE OF TRUMANSBURG

TOMPKINS COUNTY, NEW YORK

DATE OF AUDIT: 05/08/2023

NUMBER 016

TOTAL CLAIMS: \$89,928.06

(Original to Village Treasurer - Duplicate to be retained by Village Clerk or Auditor)

| Voucher # | Claimant | Account # | Amount | Check |
|-----------|---|-----------|--------|---------------------|
| 8573 | AT&T April - police aircards | A3120.4 | 114.69 | 24835 05/02/2023 |
| 8573 | AT&T 287290586385X04192023/April - police cars | A3120.46 | 273.23 | 24835 05/02/2023 |
| 8573 | AT&T past due | A3120.46 | 240.58 | 24835 05/02/2023 |
| 8574 | GREEN MOUNTAIN ELEC. SUPPLY 3S4281977.01/shop lighting | A1640.4 | 269.48 | 24836 05/02/2023 |
| 8574 | GREEN MOUNTAIN ELEC. SUPPLY stock | A1640.4 | 46.48 | 24836 05/02/2023 |
| 8575 | ZEP MANUFACTURING CO 9007748504/floor cleaner | A4540.4 | 231.23 | 24837 05/02/2023 |
| 8576 | AT&T 824584227X04242023/Fire phone | A3410.46 | 36.98 | 24838 05/02/2023 |
| 8577 | HOME DEPOT 4615275/shovels, straps, gloves, etc | A1640.4 | 638.50 | 24839 05/02/2023 |
| 8577 | HOME DEPOT 4615271/weathershield, ratchet, pipe | A5410.4 | 234.74 | 24839 05/02/2023 |
| 8578 | TOLLS BY MAIL - PMT PROCESSING 17887230577/Tolls - BD9939 - Code Conference -March | A3620.41 | 4.94 | 24840 05/02/2023 |
| 8579 | ITHACA AGWAY FARM & HOME CTR 2304-037730/TCot - planter supplies | A2705 | 190.37 | |
| 8580 | ZOLL DATA SYSTEM 139848May - EMS charts | A4540.4 | 183.76 | |
| 8580 | ZOLL DATA SYSTEM 142074/June - EMS charts | A4540.4 | 183.76 | |
| 8581 | JEFFREY A BURNS 20230048/April back-up - Offices | A1620.44 | 65.00 | |
| 8581 | JEFFREY A BURNS April back-up errors - Offices | A1620.44 | 45.00 | |
| 8581 | JEFFREY A BURNS Advance 2000 IT audit tour | A1620.44 | 225.00 | |
| 8581 | JEFFREY A BURNS Rehab Clerk laptop | A1620.44 | 112.50 | |
| 8581 | JEFFREY A BURNS April back-up - police | A3120.4 | 45.00 | |
| 8581 | JEFFREY A BURNS April back-up - fire | A3410.4 | 22.50 | |
| 8581 | JEFFREY A BURNS April back-up - errors - fire | A3410.4 | 22.50 | |
| 8581 | JEFFREY A BURNS rebuilt laptop, labor and parts - EMS | A4540.4 | 270.00 | |
| 8581 | JEFFREY A BURNS April back-up - EMS | A4540.4 | 22.50 | |
| 8582 | BOUND TREE MEDICAL LLC 84936033/iron duck, syringe, iv solution, Cryco kit | A4540.47 | 337.03 | |
| 8582 | BOUND TREE MEDICAL LLC 84916343/pressure cuffs | A4540.47 | 250.74 | |

ABSTRACT OF AUDITED VOUCHERS

GENERAL FUND

VILLAGE OF TRUMANSBURG

TOMPKINS COUNTY, NEW YORK

DATE OF AUDIT: 05/08/2023

NUMBER 016

TOTAL CLAIMS: \$89,928.06

(Original to Village Treasurer - Duplicate to be retained by Village Clerk or Auditor)

| Voucher # | Claimant | Account # | Amount | Check |
|-----------|--|-----------|----------|-------|
| 8582 | BOUND TREE MEDICAL LLC 84939006/iron duck - red module | A4540.47 | 191.98 | |
| 8583 | CAYUGA MEDICAL CENTER AT ITHAC MAR23PHARM/EMS pharma | A4540.47 | 99.03 | |
| 8584 | US POST OFFICE 2023-04-20/postage - Presort price plan | A1620.4 | 290.00 | |
| 8586 | JACK NELSON 2023-04-21/112 rt mileage - Adv Negotiator Taining, Oriskany | A3120.41 | 146.72 | |
| 8587 | MRB GROUP 49411/Proposed Sewer Law - SEQR | A1440.4 | 1,845.50 | |
| 8587 | MRB GROUP 49413/Planning Grant - I & I | A1440.4 | 1,500.00 | |
| 8587 | MRB GROUP 79295/46 South - presonstruction consulttions | A3620.4 | 1,275.00 | |
| 8588 | ILLUMINATED PRESS 2023-04-21/market tees | A3987 | 267.00 | |
| 8589 | TROMBLEY TIRE & AUTO INC 28015965/LUBE, OIL, FILTER | A3120.421 | 46.39 | |
| 8589 | TROMBLEY TIRE & AUTO INC 28015831/Oil change | A3120.421 | 82.03 | |
| 8590 | GORGES CYCLES 1001/POLICE HELMET AND GLOVES | A3120.2 | 131.22 | |
| 8591 | FIRSTLIGHT FIBER 14072656/Internet | A1620.47 | 100.00 | |
| 8591 | FIRSTLIGHT FIBER Buildings phone | A1620.47 | 106.14 | |
| 8591 | FIRSTLIGHT FIBER Police phone | A3120.46 | 77.38 | |
| 8592 | ROBINSON CONCRETE INC 1223318/Union St. sidewalk - concrete 04/25 | A5410.4 | 1,955.00 | |
| 8592 | ROBINSON CONCRETE INC 1223202/Union St sidewalk - concrete 04/14 | A5410.4 | 2,105.00 | |
| 8593 | EMS TECHNOLOGY SOLUTIONS LLC 52334/Annuul fee May 18-May17 | A4540.4 | 2,940.00 | |
| 8594 | ASSOCIATION OF TOWNS 2023-06-05/Highway School - Denman, Van Derzee | A1640.412 | 250.00 | |
| 8595 | LOWE'S COMPANIES INC 901212-KSHVUI/pallette of water - Fire/EMS station | A3410.1 | 379.80 | |
| 8595 | LOWE'S COMPANIES INC pallette of water - Fire/EMS station | A4540.47 | 379.80 | |
| 8596 | NYS ELECTRIC & GAS 10011561387- 2023-05-01/2 Coery St. | A1640.41 | 64.17 | |
| 8596 | NYS ELECTRIC & GAS 10043399780- 202305-01/30 Halsey - Deer Cooler | A3520.4 | 68.83 | |
| 8597 | DEBBIE BILTONEN 2023-04-23/reimburse -supplies for potluck meeting | A7989.4 | 31.15 | |
| 8598 | SUSAN WAYNE 2023-04-25/housekeeping - 04/04/ 18/ 25 | A1620.4 | 425.00 | |

ABSTRACT OF AUDITED VOUCHERS

GENERAL FUND

VILLAGE OF TRUMANSBURG

TOMPKINS COUNTY, NEW YORK

DATE OF AUDIT: 05/08/2023

NUMBER 016

TOTAL CLAIMS: \$89,928.06

(Original to Village Treasurer - Duplicate to be retained by Village Clerk or Auditor)

| Voucher # | Claimant | Account # | Amount | Check |
|-----------|---|-----------|----------|---------------------|
| 8599 | ENVIRONMENTAL DESIGN & RESEARH 19046-46540/Proposed Zoning Update | A8010.4 | 805.00 | |
| 8600 | AIRGAS INC 9995680139/O2Oxygen | A4540.47 | 65.38 | |
| 8601 | TRUMANSBURG CENTRAL SCHOOL Dec 2022 - gas/diesel - dpw | A1640.42 | 1,068.24 | |
| 8601 | TRUMANSBURG CENTRAL SCHOOL Jan 2023 - gas/diesel - dpw | A1640.42 | 1,167.87 | |
| 8601 | TRUMANSBURG CENTRAL SCHOOL Feb 2023 - gas/diesel - fdpw | A1640.42 | 1,249.07 | |
| 8601 | TRUMANSBURG CENTRAL SCHOOL Dec 2022 - gas - police | A3120.42 | 726.83 | |
| 8601 | TRUMANSBURG CENTRAL SCHOOL Jan 2023 - gas - police | A3120.42 | 909.60 | |
| 8601 | TRUMANSBURG CENTRAL SCHOOL Feb 2023 - gas - diese; | A3120.42 | 828.77 | |
| 8601 | TRUMANSBURG CENTRAL SCHOOL 859-23A/Dec 2022 - gas/diesel - fire | A3410.45 | 263.27 | |
| 8601 | TRUMANSBURG CENTRAL SCHOOL 860-23A/Jan 2023 - gas/diesel - fire | A3410.45 | 120.35 | |
| 8601 | TRUMANSBURG CENTRAL SCHOOL 861-23A/Feb 2023 - gas/diesel - fire | A3410.45 | 512.00 | |
| 8601 | TRUMANSBURG CENTRAL SCHOOL Dec 2022 - gas - code | A3620.46 | 24.20 | |
| 8601 | TRUMANSBURG CENTRAL SCHOOL Feb 2023 - gas - code | A3620.46 | 26.19 | |
| 8601 | TRUMANSBURG CENTRAL SCHOOL Dec 2022 - gas/diesel - ems | A4540.421 | 795.35 | |
| 8601 | TRUMANSBURG CENTRAL SCHOOL Jan 2023 - gas/diesel - fems | A4540.421 | 742.79 | |
| 8601 | TRUMANSBURG CENTRAL SCHOOL Feb 2023 - gas/diesel - fems | A4540.421 | 756.10 | |
| 8602 | MUNICIPAL SOLUTIONS 19004/calls re: grants, income survey, rate studies, etc | A1010.4 | 1,336.50 | |
| 8603 | HALER & HALER, PC 43236/IAFF, CSL 75, LDC, etc | A1420.4 | 2,241.00 | |
| 8603 | HALER & HALER, PC Zoning Update - SEQR | A8010.45 | 1,242.00 | |
| 8604 | KINNEY DRUGS INC 2023-03-31/batteries | A4540.412 | 28.78 | |
| 8604 | KINNEY DRUGS INC naoloxone syringes | A4540.47 | 88.34 | |
| 8605 | LEWIS UNIFORM 276131/supershirts | A3120.48 | 479.94 | |
| 8606 | CARDMEMBER SERVICES, TTC 2083/Zoom | A1620.4 | 149.90 | 24841 05/03/2023 |
| 8606 | CARDMEMBER SERVICES, TTC 2313/AMZ | A1620.4 | 27.50 | 24841 05/03/2023 |

ABSTRACT OF AUDITED VOUCHERS

GENERAL FUND

VILLAGE OF TRUMANSBURG

TOMPKINS COUNTY, NEW YORK

DATE OF AUDIT: 05/08/2023

NUMBER 016

TOTAL CLAIMS: \$89,928.06

(Original to Village Treasurer - Duplicate to be retained by Village Clerk or Auditor)

| Voucher # | Claimant | Account # | Amount | Check |
|-----------|--|-----------|--------|---------------------|
| 8606 | CARDMEMBER SERVICES, TTC 6552/AMZ Prime Membership | A1620.4 | 139.00 | 24841 05/03/2023 |
| 8606 | CARDMEMBER SERVICES, TTC 4018/AMZ | A1620.4 | 13.99 | 24841 05/03/2023 |
| 8606 | CARDMEMBER SERVICES, TTC 9117/Adobe softwre - Clerk | A1620.4 | 259.07 | 24841 05/03/2023 |
| 8606 | CARDMEMBER SERVICES, TTC 5538/AMZ | A1620.4 | 14.47 | 24841 05/03/2023 |
| 8606 | CARDMEMBER SERVICES, TTC 6166/AMZ | A1620.4 | 14.47 | 24841 05/03/2023 |
| 8606 | CARDMEMBER SERVICES, TTC 8859/AMZ | A1620.4 | 15.87 | 24841 05/03/2023 |
| 8606 | CARDMEMBER SERVICES, TTC 5285/AMZ - rops, carrabiners, etc | A1620.4 | 26.99 | 24841 05/03/2023 |
| 8606 | CARDMEMBER SERVICES, TTC 7041/Lilybug - Peters | A1620.4 | 55.00 | 24841 05/03/2023 |
| 8606 | CARDMEMBER SERVICES, TTC 4979/AMZ | A1620.4 | 8.98 | 24841 05/03/2023 |
| 8606 | CARDMEMBER SERVICES, TTC 0790/AMZ | A1620.4 | 20.99 | 24841 05/03/2023 |
| 8606 | CARDMEMBER SERVICES, TTC 8695/FLX Websites | A1620.48 | 199.00 | 24841 05/03/2023 |
| 8606 | CARDMEMBER SERVICES, TTC 1992/Tractor Supply - lights and wire | A1640.4 | 122.96 | 24841 05/03/2023 |
| 8606 | CARDMEMBER SERVICES, TTC 1243/AMZ | A1640.4 | 155.33 | 24841 05/03/2023 |
| 8606 | CARDMEMBER SERVICES, TTC 7885/DPW supplies | A1640.4 | 44.27 | 24841 05/03/2023 |
| 8606 | CARDMEMBER SERVICES, TTC 1877/AMZ | A3120.4 | 257.98 | 24841 05/03/2023 |
| 8606 | CARDMEMBER SERVICES, TTC 0984/AMZ - ropes, carrabiners, etc | A3410.4 | 459.00 | 24841 05/03/2023 |
| 8606 | CARDMEMBER SERVICES, TTC 3122/AMZ - ropes, carrabiners, etc | A3410.4 | 943.85 | 24841 05/03/2023 |
| 8606 | CARDMEMBER SERVICES, TTC 7071/SUPPLIES | A3410.44 | 68.99 | 24841 05/03/2023 |
| 8606 | CARDMEMBER SERVICES, TTC 0621/AMZ | A4540.4 | 56.78 | 24841 05/03/2023 |
| 8606 | CARDMEMBER SERVICES, TTC 8572/SSCOR - battery | A4540.4 | 70.00 | 24841 05/03/2023 |
| 8606 | CARDMEMBER SERVICES, TTC SUPPLIES | A4540.412 | 34.99 | 24841 05/03/2023 |
| 8606 | CARDMEMBER SERVICES, TTC 2781/AMZ | A4540.416 | 136.88 | 24841 05/03/2023 |
| 8606 | CARDMEMBER SERVICES, TTC SUPPLIES | A4540.44 | 159.99 | 24841 05/03/2023 |
| 8606 | CARDMEMBER SERVICES, TTC 6605/Best Buy - office supplies (refund coming 05) | A4540.44 | 53.99 | 24841 05/03/2023 |

ABSTRACT OF AUDITED VOUCHERS

GENERAL FUND

VILLAGE OF TRUMANSBURG

TOMPKINS COUNTY, NEW YORK

DATE OF AUDIT: 05/08/2023

NUMBER 016

TOTAL CLAIMS: \$89,928.06

(Original to Village Treasurer - Duplicate to be retained by Village Clerk or Auditor)

| Voucher # | Claimant | Account # | Amount | Check |
|-----------|--|-----------|-----------|---------------------|
| 8606 | CARDMEMBER SERVICES, TTC 8334/Best Buy - office supplies (refund coming 05) | A4540.44 | 410.39 | 24841 05/03/2023 |
| 8606 | CARDMEMBER SERVICES, TTC 2838/luggage tags (will be refunded 05/2023) | A4540.47 | 89.10 | 24841 05/03/2023 |
| 8607 | TRUST & AGENCY payroll ending 04/23/2023/treasurer - office | A1325.1 | 870.20 | xfer 05/04/2023 |
| 8607 | TRUST & AGENCY dep treas - office | A1325.11 | 211.54 | xfer 05/04/2023 |
| 8607 | TRUST & AGENCY clerk - office | A1410.1 | 331.81 | xfer 05/04/2023 |
| 8607 | TRUST & AGENCY dep clerk - office | A1415.1 | 639.95 | xfer 05/04/2023 |
| 8607 | TRUST & AGENCY police | A3120.1 | 11,973.16 | xfer 05/04/2023 |
| 8607 | TRUST & AGENCY fire - office support | A3410.1 | 567.32 | xfer 05/04/2023 |
| 8607 | TRUST & AGENCY code | A3620.1 | 1,152.84 | xfer 05/04/2023 |
| 8607 | TRUST & AGENCY EMS | A4540.1 | 23,432.86 | xfer 05/04/2023 |
| 8607 | TRUST & AGENCY EMS - office support | A4540.1 | 1,134.68 | xfer 05/04/2023 |
| 8607 | TRUST & AGENCY DPW admin | A5010.1 | 626.70 | xfer 05/04/2023 |
| 8607 | TRUST & AGENCY DPW | A5110.1 | 5,944.90 | xfer 05/04/2023 |
| 8607 | TRUST & AGENCY Zoning | A8010.1 | 1,152.84 | xfer 05/04/2023 |
| 8607 | TRUST & AGENCY TAXES/Office/ Code/ DPW/ Fire taxes | A9030.8 | 853.81 | xfer 05/04/2023 |
| 8607 | TRUST & AGENCY EMS taxes | A9030.81 | 1,837.10 | xfer 05/04/2023 |
| 8607 | TRUST & AGENCY Police taxes | A9030.83 | 887.40 | xfer 05/04/2023 |
| Total: | | | 89,928.06 | |

To the Treasurer of the above VILLAGE:

**The above listed claims having been presented to the _____
of the above-named Village, and having been duly audited and allowed in the amounts as shown on the
above-mentioned date, you are hereby authorized and directed to pay each of the listed claimants the amount
allowed upon his claim appearing opposite his name.**

In Witness Whereof, I have hereunto set my hand as _____ at

the above Village this _____ day of _____, 20 _____

Signature

ABSTRACT OF AUDITED VOUCHERS

WATER FUND

VILLAGE OF TRUMANSBURG

TOMPKINS COUNTY, NEW YORK

DATE OF AUDIT: 05/08/2023

NUMBER 016

TOTAL CLAIMS: \$14,956.27

(Original to Village Treasurer - Duplicate to be retained by Village Clerk or Auditor)

| Voucher # | Claimant | Account # | Amount | Check |
|-----------|---|-----------|----------|---------------------|
| 2365 | AT&T 824584227X04242023/DPW mifi | F8320.46 | 200.58 | 12208 05/02/2023 |
| 2366 | BADGER METER, INC 80125003/Beacon water software hosting - April | F8320.4 | 75.69 | |
| 2367 | NYS ELECTRIC & GAS 101166650987- 2023-04-24/Indian Fort Rd | F8320.41 | 196.00 | |
| 2367 | NYS ELECTRIC & GAS 10011562039- 2023-05-01/30 Halsey St. | F8320.41 | 52.96 | |
| 2368 | POLLARDWATER 0234521/Pipie Locator Repair | F8320.4 | 445.79 | |
| 2369 | MRB GROUP 49414/GIS waterline mapping | F1440.4 | 3,800.00 | |
| 2370 | VERIZON WIRELESS 9933264499/DPW read devices | F8320.46 | 69.04 | |
| 2371 | USA BLUEBOOK 3278953 way valve | F8320.4 | 1,390.37 | |
| 2371 | USA BLUEBOOK 322934/blue flags | F8320.4 | 36.69 | |
| 2372 | LOWE'S SOFT WATER SERVICE INC 231177/50 gal chlorine | F8320.4 | 230.00 | |
| 2373 | TRUST & AGENCY payroll ending 04/23/2023/treasurer | F1325.1 | 600.99 | xfer 05/03/2023 |
| 2373 | TRUST & AGENCY dep treasurer | F1325.11 | 423.07 | xfer 05/03/2023 |
| 2373 | TRUST & AGENCY clerk | F1410.1 | 331.81 | xfer 05/03/2023 |
| 2373 | TRUST & AGENCY dep clerk | F1415.1 | 423.08 | xfer 05/03/2023 |
| 2373 | TRUST & AGENCY water admin | F8310.1 | 2,671.13 | xfer 05/03/2023 |
| 2373 | TRUST & AGENCY water labor | F8320.1 | 3,423.06 | xfer 05/03/2023 |
| 2373 | TRUST & AGENCY TAXES/office/ DPW taxes | F9030.8 | 586.01 | xfer 05/03/2023 |

Total:

14,956.27

To the Treasurer of the above VILLAGE:

**The above listed claims having been presented to the _____
of the above-named Village, and having been duly audited and allowed in the amounts as shown on the
above-mentioned date, you are hereby authorized and directed to pay each of the listed claimants the amount
allowed upon his claim appearing opposite his name.**

In Witness Whereof, I have hereunto set my hand as _____ at

the above Village this _____ day of _____, 20 _____

Signature

ABSTRACT OF AUDITED VOUCHERS

SEWER FUND

VILLAGE OF TRUMANSBURG

TOMPKINS COUNTY, NEW YORK

DATE OF AUDIT: 05/08/2023

NUMBER 016

TOTAL CLAIMS: \$33,917.50

(Original to Village Treasurer - Duplicate to be retained by Village Clerk or Auditor)

| Voucher # | Claimant | Account # | Amount | Check |
|-----------|---|-----------|-----------|--------------------|
| 1929 | CAMDEN GROUP 7521/Apil testing | G8110.4 | 224.40 | |
| 1929 | CAMDEN GROUP 7495/April - Sewer Operations and Mgmt | G8110.4 | 8,268.00 | |
| 1930 | NYS ELECTRIC & GAS 10037128609 -2023-04-18/4074 South St Pump | G8130.4 | 36.11 | |
| 1930 | NYS ELECTRIC & GAS 10018408160 - 2023-05-01/28 Prospect | G8130.41 | 35.63 | |
| 1930 | NYS ELECTRIC & GAS 10113166128- 2023-04-27/Lake St | G8130.41 | 6,909.96 | |
| 1931 | GREENE COUNTY COMM BANK 2023-04-30/Interest on October 2020 Seial Bons | G9710.7 | 7,475.00 | wire 04/28/2023 |
| 1932 | SUPERIOR SEPTIC LLC 13880s/04/11 7.13 disposal, conatiner, fuel | G8130.4 | 756.50 | |
| 1932 | SUPERIOR SEPTIC LLC 13893s/04/17 6.15 disposal, container, fuel | G8130.4 | 757.50 | |
| 1932 | SUPERIOR SEPTIC LLC 13892s/04/17 7.05 disposal, container, fuel | G8130.4 | 752.50 | |
| 1932 | SUPERIOR SEPTIC LLC 13873s/04/05 7.02 disposal, conatiner, fuel | G8130.4 | 751.00 | |
| 1933 | SLACK CHEMICAL CO INC 453087/Sta Floc, SternPAC | G8130.4 | 6,326.02 | |
| 1934 | THALER & THALER, PC 43236/Sewer Use Law - 2023 | G1420.4 | 594.00 | |
| 1935 | TRUST & AGENCY payroll ending 04/23/2023/trasurer | G1325.1 | 135.71 | xfer 05/04/2023 |
| 1935 | TRUST & AGENCY dep treas | G1325.11 | 1.06 | xfer 05/04/2023 |
| 1935 | TRUST & AGENCY clerk | G1410.1 | 1.10 | xfer 05/04/2023 |
| 1935 | TRUST & AGENCY dep clerk | G1415.1 | 1.06 | xfer 05/04/2023 |
| 1935 | TRUST & AGENCY sewer admin | G8110.1 | 248.21 | xfer 05/04/2023 |
| 1935 | TRUST & AGENCY sewer labor | G8120.1 | 573.24 | xfer 05/04/2023 |
| 1935 | TRUST & AGENCY TAXES/sewer staffing taxes | G9030.8 | 70.50 | xfer 05/04/2023 |
| Total: | | | 33,917.50 | |

To the Treasurer of the above VILLAGE:

**The above listed claims having been presented to the _____
of the above-named Village, and having been duly audited and allowed in the amounts as shown on the
above-mentioned date, you are hereby authorized and directed to pay each of the listed claimants the amount
allowed upon his claim appearing opposite his name.**

In Witness Whereof, I have hereunto set my hand as _____ at

the above Village this _____ day of _____, 20 _____

Signature

ABSTRACT OF AUDITED VOUCHERS

TRUST & AGENCY

VILLAGE OF TRUMANSBURG

TOMPKINS COUNTY, NEW YORK

DATE OF AUDIT: 05/08/2023

NUMBER 016

TOTAL CLAIMS: \$2,762.77

(Original to Village Treasurer - Duplicate to be retained by Village Clerk or Auditor)

| Voucher # | Claimant | Account # | Amount | Check |
|-----------|---|-----------|----------|-------|
| 917 | TEAMSTERS LOCAL 317 payroll 04/23/Union Dues | TA24 | 566.00 | |
| 918 | THE NYS DEFERRED COMP PLAN April Payroll/Deferred Comp - April | TA17 | 1,026.69 | |
| 919 | AFLAC 08April payrolls/April payrolls - AFLAC | TA12 | 1,170.08 | |

Total: 2,762.77

To the Treasurer of the above VILLAGE:

The above listed claims having been presented to the _____
of the above-named Village, and having been duly audited and allowed in the amounts as shown on the
above-mentioned date, you are hereby authorized and directed to pay each of the listed claimants the amount
allowed upon his claim appearing opposite his name.

In Witness Whereof, I have hereunto set my hand as _____ at

the above Village this _____ day of _____, 20 _____

Signature

| | |
|---|--|
| <p align="center">ANNUAL ORGANIZATIONAL MEETING, PUBLIC HEARING: Budget 2023-24, AND REGULAR MONTHLY MEETING of the VILLAGE OF TRUMANSBURG BOARD of TRUSTEES April 10, 2023</p> | <p>Date: April 10, 2023 Time: 7:01PM to 8:40PM</p> <p>Location: <u>Village Hall, 56 E. Main St. Trumansburg, NY 14886</u> Zoom Meeting ID: 89726679850 Call-in number: (929)436-2866</p> |
| <p>BOARD MEMBERS PRESENT: Mayor Hart; Deputy Mayor Carver; Trustees Ben Darfler, Keith Hannon(Excused), and Marcia Horn. OFFICERS PRESENT: Village Clerk Treasurer, Jessica Giles; Deputy Clerk, Deputy Treasurer, Jennifer Schlossberg</p> | |

Mayor Hart called the Meeting to order at 7:01PM

| DECISIONS | | | | | | | |
|---|-----------------|---------|--------------|----------------|---------------|-------------|-------------|
| MOTIONS | MOVED | SECOND | VOTE | | | | |
| | | | <u>Caver</u> | <u>Darfler</u> | <u>Hannon</u> | <u>Hart</u> | <u>Horn</u> |
| A MOTION by Trustee Carver to Accept Slate of Officers as presented with the amendment to include Ben Carver as the Youth Commissioner and MR DARFLER as the Youth Commissioner Community Liaison | Carver | Darfler | Aye | Aye | - | Aye | Aye |
| A MOTION by Trustee Carver to Accept and Adopt the Board Rules & Regulations for the 2023-2024 Fiscal Year. | Carver | Horn | Aye | Aye | - | Aye | Aye |
| A MOTION by Trustee Carver to Open Public Hearing for 2023-2024 Budget at 7:13 pm. | Carver | Darfler | Aye | Aye | - | Aye | Aye |
| A MOTION by Trustee Darfler to close Public Hearing for 2023-2024 Budget at 7:29PM. | Darfler | Carver | Aye | Aye | - | Aye | Aye |
| A MOTION by Trustee Darfler to Adopt 2023-2024 Budget as presented. | Darfler | Horn | Aye | Aye | - | Aye | Aye |
| Reports from Representatives: Anne Koreman Mary Bouchard | NO ACTION TAKEN | | | | | | |
| A MOTION by Deputy Mayor Carver to Approve the Consent Agenda as presented. | Carver | Darfler | Aye | Aye | - | Aye | Aye |
| A MOTION by Trustee Horn to approve the expenditure of \$13,600 for the Station Maintenance Budget Line for the purchase of LED replacement lights. | Horn | Carver | Aye | Aye | - | Aye | Aye |
| A MOTION by Trustee Horn to approve spending up to \$900,000 from the Fire Apparatus Budget Reserve for the replacement of fire truck 1802, subject to Permissive Referendum, and for payment due upon anticipated vehicle delivery in 2025. | Horn | Carver | Aye | Aye | - | Aye | Aye |
| A MOTION by Trustee Horn to approve spending \$8,084 split evenly between the Equipment and Small Equipment Budget Lines of the Fire Department. | Horn | Carver | Aye | Aye | - | Aye | Aye |

| DECISIONS | | | | | | | |
|--|---------|---------|------|-----|---|-----|-----|
| MOTIONS | MOVED | SECOND | VOTE | | | | |
| A MOTION by Trustee Darfler to adopt the Resolution to remove Victoria Badalamenti as a Signatory on Accounts effective today. | Darfler | Carver | Aye | Aye | - | Aye | Aye |
| ARBOR DAY PROCLAMATION Proclaiming April 28 th , 2023 as Arbor Day in the Village of Trumansburg. *See attached | | | | | | | |
| A MOTION by Mayor Hart to adopt the Resolution that the Board of Trustees of the Village of Trumansburg fully supports Assembly Bill A01091 and companion Senate Bill S01852, which would create a “CHIPS-style” state funding subsidy for municipalities who operate or contract with public and not-for-profit EMS Agencies; and, BE IT FURTHER RESOLVED , that copies of this resolution shall be forwarded to the Tompkins County Legislature, Assembly member Kelles, Senator Webb, Assembly Speaker Heastie, Senate Majority Leader Stewart-Cousins, and Governor Hochul. *See attached | Hart | Carver | Aye | Aye | - | Aye | Aye |
| A MOTION by Trustee Darfler to go into Executive Session to discuss a personnel issue & legal matter at 8:28PM. | Darfler | Carver | Aye | Aye | - | Aye | Aye |
| A MOTION by Deputy Mayor Carver to return to Open Session at 8:39PM | Carver | Darfler | Aye | Aye | - | Aye | Aye |
| A MOTION by Deputy Mayor Carver to reinstate Chris Hamilton as a Part Time EMT at the prevailing wage in in compliance with requisite paperwork. | Carver | Horn | Aye | Aye | - | Aye | Aye |
| A MOTION by Deputy Mayor Carver to hire Thaddeus May as a Part Time Police Officer at the prevailing wage. | Carver | Darfler | Aye | Aye | - | Aye | Aye |
| A MOTION by Trustee Darfler to adjourn at 8:40PM. | Darfler | Carver | Aye | Aye | - | Aye | Aye |

Mayor Hart adjourned the meeting at 8:40PM

Respectfully Submitted,
Jessica Giles, Village Clerk Treasurer
2023-05-03



Village of Trumansburg
Arbor Day Proclamation
April 10, 2023

WHEREAS, trees are essential to a healthy environment, both globally and within the Village, and

WHEREAS, trees are an invaluable resource and provide tangible benefits to Village residents, businesses, home owners and visitors, and

WHEREAS, the social, economic and environmental benefits of trees in the Village cannot be over stated, and

WHEREAS, it is important to celebrate, respect, and protect the natural, environmental and historic beauty of our Village; now,

THEREFORE, I do hereby proclaim April 28, 2023 to be **ARBOR DAY** in the Village of Trumansburg, and

FURTHER, that all are encouraged to take time today or in the future to appreciate the beauty of trees both in the Village and elsewhere, and

FURTHER, that any who have the means are also encouraged to plant a tree to ensure that future generations may share in the many gifts offered by our community's forests, and

FURTHER, all are invited to join our Town and Village Tree Committees for a community tree planting next to the Taughannock Giant, across from the Farmers Market, on April 29, 2023 at 10am.

Mayor Rordan Hart





WHEREAS, volunteer Fire and EMS services in rural New York State have been under pressure for many years - ongoing declining volunteerism rates which leads to the closure of departments, which leads to the expansion of coverage areas for nearby agencies, which themselves struggle with staffing – in an environment of ever-increasing costs; and,

WHEREAS, efforts to increase volunteerism, particularly in EMS, while noble, are neither sustainable nor effective enough to make a meaningful long-term impact; and,

WHEREAS, as a result of these circumstances, many municipalities have been forced to implement paid EMS Departments, contract for services with other paid departments, or do without timely EMS coverage for their residents; and,

WHEREAS, the Covid-19 pandemic highlighted the critical nature of EMS services, particularly in rural areas where EMS response is the primary source of frontline emergency healthcare to millions of NY residents; and,

WHEREAS, as a subset of the healthcare field, annual EMS cost increases strain the budgets of rural towns and villages who are nevertheless morally and ethically obligated to provide these services to their constituents; and

WHEREAS, Article XVII §3 of the New York State Constitution states that,
*"The protection and promotion of the health of the inhabitants of the state are matters of public concern and provision therefor **shall be made by the state** and by such of its subdivisions and in such manner, and **by such means as the legislature shall from time to time determine.**" (emphasis added);*

NOW THEREFORE BE IT RESOLVED, that the Board of Trustees of the Village of Trumansburg fully supports Assembly Bill A01091 and companion Senate Bill S01852, which would create a "CHIPS-style" state funding subsidy for municipalities who operate or contract with public and not-for-profit EMS Agencies; and,

BE IT FURTHER RESOLVED, that copies of this resolution shall be forwarded to the Tompkins County Legislature, Assemblymember Kelles, Senator Webb, Assembly Speaker Heastie, Senate Majority Leader Stewart-Cousins, and Governor Hochul.

CERTIFICATION

DRAFT



CLIENT AGREEMENT

THIS CLIENT AGREEMENT (“Agreement”) is made _____, (the “Effective Date”) by and between _____, a _____ (“Client”) and **FLX Websites LLC**, a New York limited liability company with a mailing address of 4320 County Road 18, Canandaigua, New York 14424 (“FLX Websites”).

WITNESSETH:

WHEREAS, FLX Websites provides a variety of internet-related services including, but not limited to, website design and development services, website hosting, branding services, and marketing services;

WHEREAS, Client is desirous of retaining FLX Websites as an independent contractor to perform such services on behalf of the Client; and

WHEREAS, FLX Websites is willing to provide such services under the terms and provisions set forth herein;

NOW, THEREFORE, for the consideration herein stipulated, the mutual covenants set forth herein, and other good and valid consideration, the receipt and sufficiency of which is mutually acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. **TERM**. This Agreement shall become effective as of the Effective Date and shall continue in full force and effect for as long as Client continues to pay the monthly service fee, unless terminated sooner pursuant to Section 8 below (the “Term”).

2. **FLX WEBSITES’S REPRESENTATIONS AND WARRANTIES**. This Agreement has been duly and validly executed and delivered by FLX Websites and constitutes a legal, valid, and binding obligation of FLX Websites, enforceable against FLX Websites in accordance with its terms. The individual who is signing this Agreement on behalf of FLX Websites has the power and authority to enter into this Agreement and has been authorized and directed to do so by all appropriate consents and approvals of FLX Websites.

3. **CLIENT’S REPRESENTATIONS AND WARRANTIES**. This Agreement has been duly and validly executed and delivered by Client and constitutes a legal, valid, and binding obligation of Client, enforceable against Client in accordance with its terms. If Client is not an individual person, the individual who is signing this Agreement on behalf of Client has the power and authority to enter into this Agreement and has been authorized and directed to do so by all appropriate consents and approvals of Client.

4. **SERVICES.**

a. Commencing on the latter of (i) the Effective Date and (ii) FLX Websites's receipt of any initial payment required herein, FLX Websites shall perform the services (the "Services") to complete a project ("Project") as set forth in the Service Level Agreement which is attached hereto as Schedule A and incorporated by reference herein upon the terms and conditions as set forth herein.

b. In the event the Client requests a "Material" change in the Services to be provided or to the Project after FLX Websites has begun performing the Services or FLX Websites in its reasonable discretion determines that certain circumstances have arisen which have or should require a Material change in the Services to be provided or to the Project, then FLX Websites shall notify the Client in writing that the change is Material and shall provide the Client an updated Service Level Agreement indicating the new scope of work, schedule and cost for the Services. "Material" shall mean a change in the Services which may include, but not be limited to, timeframe for completion, scope of work, or a change in design, etc. which will cause an increase or decrease in the price of the originally estimated cost of the Services by \$1,000.00 or 10%, whichever is lower.

c. FLX Websites may make non-Material change(s) to its Services without Client's prior written consent, provided, however, FLX Websites shall notify Client of such non-Material change(s) (and the additional or reduced cost associated with such changes) within a reasonable time of making such non-Material change(s).

d. FLX Websites shall use its best efforts to understand the Client's software, hardware and platforms (collectively, "Systems") prior to beginning its Services to ensure an accurate scope of work is included in the Service Level Agreement. However, Client acknowledges that antiquated, obsolete, corrupt and/or unique Systems may require extra time commitments which may increase the cost of FLX Websites's Services. FLX Websites shall promptly notify the Client in writing and shall provide Client with an updated Service Level Agreement if FLX Websites anticipates or discovers that the Client's Systems may cause a Material change in FLX Websites's Services. The Client shall have the option of either changing or upgrading its Systems at its sole cost or authorizing FLX Websites to perform additional Services at the hourly rates set forth in the updated Service Level Agreement. Client shall be obligated to pay for such additional Services even if FLX Websites is unable to successfully integrate Client's Systems with the Project.

e. In the event FLX Websites requests or is authorized to make Material changes to its Services, FLX Websites shall not be obligated to continue providing its Services until Client signs and delivers the updated Service Level Agreement to FLX Websites. FLX Websites shall not be responsible for any delays in the completion of its Services due to the Client not signing the updated Service Level Agreement and returning it to FLX Websites in a timely fashion.

f. FLX Websites's Services shall remain ongoing as long as the client continues to pay the monthly service fee.

5. **SCHEDULE.** FLX Websites will use commercially reasonable efforts to assure that its Services shall be provided and completed to any schedule agreed upon within the attached Service Level Agreement. However, FLX Websites shall not be responsible for delays which are beyond its control or which result from the delay or fault of the Client.

6. **COOPERATION.** Client and FLX Websites agree that the successful continuation of Services requires their full and mutual good faith cooperation. Without limitation, Client understands that FLX Websites will rely on the information furnished and to be furnished by Client concerning its needs, existing resources, and Systems, and Client agrees to make available to FLX Websites, when reasonably requested, such access to its Systems, other digital assets, files and personnel, and the cooperation of such personnel, as FLX Websites may reasonably request in order to provide its Services. The parties agree to work together in good faith if unforeseen circumstances or unanticipated developments occur during the pendency of any Project, which unforeseen circumstances or unanticipated developments may result in a modification of FLX Websites's Services and the terms of the Service Level Agreement.

7. **PAYMENT.** Client shall make payment to FLX Websites in such amounts and at such times as are set forth in the Service Level Agreement. To the extent not included within the Service Level Agreement, Client agrees to pay FLX Websites:

- a. \$125 per hour;

FLX Websites reserves the right to change its per hour fees set forth above upon thirty (30) days written notice to Client. All of FLX Websites's invoices shall be paid within thirty (30) days of the date of any such invoices, and shall, if not so paid within thirty (30) days, bear interest from the date of the invoice at the lesser of nine percent (9%) per annum or the maximum interest rate which the Client is permitted by New York law to contract or is required to pay. Client expressly authorizes FLX Websites to charge any amount more than thirty (30) days past due pursuant to the terms of this Agreement on any credit, debit, bank or charge card provided by the Client. The Client shall reimburse FLX Websites for its attorney's fees and other collection expense of collecting any sums which are not paid as required by this Agreement and/or the Service Level Agreement. FLX Websites shall apply payments received first to FLX Websites's expenses (including attorney's fees), then to accrued interest with the remaining sum being applied toward the unpaid balance. Any failure in making payments when due shall automatically terminate any previously granted license of software to the Client, without further notice to the Client. No delay on the part of FLX Websites in exercising any of its rights upon the termination of the License shall constitute a waiver thereof.

8. **TERMINATION.**

- a. This Agreement and the Service Level Agreement shall be terminated:
 - i. Upon the receipt of written notice of termination by the Client;

- ii. Upon the Client's failure to make the monthly service payments, as expressly stipulated in the Service Level Agreement;

b. FLX Websites reserves the right to, and Client agrees that FLX Websites may, cancel this Agreement and terminate any and all Services to Client immediately, and without prior notice, in the event that Client fails to fulfill any material obligation contained in this Agreement, the Service Level Agreement or any other agreement between the parties.

c. After termination, FLX Websites retains the right to recover all accrued charges due and owing by Client to FLX Websites.

d. A termination of this Agreement shall immediately cause the termination of the Service Level Agreement.

e. Client acknowledges that FLX Websites provides a unique service that requires committing a significant amount of time, effort and resources of FLX Websites. In the event Client cancels a Project or terminates this Agreement or the Service Level Agreement, the Client acknowledges that FLX Websites will suffer damages resulting from the costs incurred by FLX Websites, FLX Websites's time spent on Client's Project and loss of opportunity in acquiring other Clients and Projects. Client further acknowledges that such damages would be difficult to calculate; as a result, the parties agree that FLX Websites may retain if already paid, or Client agrees to pay to FLX Websites, fifty percent (50%) of the total Project cost as set forth in the Service Level Agreement as and for liquidated damages and not as a penalty for Client's early termination of this Agreement. Client acknowledges that such amount bears a reasonable proportion to the probable loss of FLX Websites.

9. **WARRANTY.** FLX Websites does not provide any warranty as to third party software or services. The Client understands that it is to look only to the warranties, if any, provided by the manufacturers of such third-party software and the providers of any third-party services.

FLX WEBSITES DOES NOT MAKE, AND FLX WEBSITES HEREBY EXPRESSLY WAIVES, ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ANY SEPARATE WRITTEN WARRANTY IF APPLICABLE IS IN LIEU OF ALL LIABILITIES OR OBLIGATIONS OF FLX WEBSITES FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE DEVELOPMENT, DELIVERY, USE OR PERFORMANCE OF THE SERVICES AND ANY AND ALL OTHER GOODS AND SERVICES NOW OR IN THE FUTURE PROVIDED BY FLX WEBSITES.

Any and all warranties contained in this Agreement or implied (but not the exclusions and waivers of warranties), shall terminate and become null and void if any modifications to the delivered Project are made by anyone other than FLX Websites.

10. **CONFIDENTIALITY.** FLX Websites acknowledges that in the course of carrying out its Services it may obtain confidential or proprietary information of the Client, and agrees that it will not use, disclose or disseminate the Client's confidential or proprietary information for its own benefit or for the benefit of any third party. FLX Websites, however, except as stated herein, expressly disclaims any affirmative obligation to preserve the confidential or proprietary nature of Client's information that FLX Websites obtains in the course of performing its Services.

Client agrees, and acknowledges, that during the course of the provision of Services by FLX Websites that FLX Websites may have access or be privy to certain information that is protected by various federal, state, and local laws ("Privacy Laws"), and which Privacy Laws may require that Client provide notice to and/or receive express consent and permission from, in writing or otherwise, certain individuals to whom the information pertains ("Protected Individuals"). Client represents and warrants that it will provide and/or obtain all notices, consents, and permission from the Protected Individuals, as required by applicable Privacy Laws. As further consideration for the provision of Services under this Agreement, Client agrees to indemnify, defend and hold harmless FLX Websites and its affiliates, and each of their members, officers, employees and agents (collectively, the "FLX Websites Indemnified Parties"), from and against any and all third party claims, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, fines, judgments, settlements, charges, expenses (including attorneys' fees [prior to trial, at trial and on appeal], accountants' fees and disbursements) and costs ("Claims"), incurred by, borne by or asserted against any of the FLX Websites Indemnified Parties to the extent such Claims relate to, arise out of or result from the Client's failure to provide and/or obtain all notices, consents, and permission from the Protected Individuals, as required by applicable Privacy Laws.

11. **ARTWORK.** As part of its Services, Client may request FLX Websites to create or provide artwork, still images, photographs, art illustrations, code, music or graphics (collectively, "Artwork") as part of a Project. FLX Websites represents and warrants that at the time of delivery of such Artwork that Client's usage of the Artwork does not infringe upon any copyright, right of privacy or publicity, trademark, patent or trade secret of any third party. Client acknowledges that FLX Websites's use of such Artwork may be subject to license or sublicense agreements then in effect. For Artwork not explicitly created by FLX Websites, FLX Websites does not guarantee that Client's continued use of Artwork will not infringe upon any copyright, right of privacy or publicity, trademark, patent, trade secret or any other right of a third party in the future. FLX Websites explicitly disclaims any responsibility for any threatened or actual violation of any copyright, right of privacy or publicity, trademark, patent, trade secret or any other right of a third party by Client as a result of Client's use of Artwork not created by FLX Websites.

12. **DOMAIN.** Client may engage FLX Websites to purchase, register, renew, or hold a domain for use by FLX Websites to render Services. The domain may be transferred to the Client at the written request of the Client.

13. **HOSTING.** FLX Websites will provide web hosting services for the Client's website that is created as part of the Services for the duration of this Agreement. FLX Websites will take reasonable measures to ensure that the Client's website is accessible to users via the

internet during the duration of this Agreement and that the website is secure, but cannot guarantee uninterrupted or error-free hosting services. FLX Websites reserves the right to suspend or terminate hosting services if it is determined, in FLX Websites's sole discretion, that the Client has violated the terms of this Agreement or if FLX Websites reasonably believes that the website is being used in a manner that could compromise their servers or other customers' websites. In the event of any such suspension or termination, FLX Websites shall notify the Client in writing, explaining the reasons for the suspension or termination. The Client shall be responsible for all content and materials uploaded to the website and shall ensure that such content and materials comply with all applicable laws and regulations.

14. **LICENSE.** Upon receipt of at least 12 monthly payments as set forth in the Service Level Agreement for the Project, FLX Websites will assign to the Client all intellectual property rights of FLX Websites to the Artwork created by FLX Websites, and subject to FLX Websites's master license agreement with its licensor, FLX Websites shall grant to the Client a royalty-free, non-exclusive and non-transferable sub-license (the "License") to use any Artwork provided to Client which was not created by FLX Websites; provided, however, FLX Websites shall retain the right to use any Artwork provided to Client as part of a Project for other clients and for FLX Websites's display portfolio.

15. **INFRINGEMENT INDEMNITY.**

a. FLX Websites shall indemnify Client against its costs attributable to any lawsuit filed by a third party against Client that alleges the Artwork created by FLX Websites and provided by FLX Websites to Client under this Agreement and used within the scope of this Agreement infringes any patent, copyright trademark or trade secret of a third party and will pay any costs, damages and reasonable attorneys' fees attributable to such lawsuit that are finally awarded in any such action, provided that: (i) Client promptly notifies FLX Websites in writing of the claim; (ii) Client grants FLX Websites sole control of the defense and settlement of the claim; and (iii) Client provides FLX Websites with all assistance, information and authority required for the defense and settlement of the claim.

THE PROVISIONS OF THIS SECTION ENTITLED "INFRINGEMENT INDEMNITY" SET FORTH FLX WEBSITES'S SOLE AND EXCLUSIVE OBLIGATIONS AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

b. Except for any matter that FLX Websites must indemnify Client as set forth in Section 15.a above, Client shall indemnify, hold harmless and defend the FLX Websites Indemnified Parties from and against any and all Claims incurred by, borne by or asserted against any of the FLX Websites Indemnified Parties to the extent such Claims relate to, arise out of, or result from Client's use of the Artwork provided by FLX Websites to Client under this Agreement and (ii) any libel, slander, or defamation claim brought by a third party against FLX Websites. Upon written request by the FLX Websites Indemnified Parties, the Client shall defend the FLX Websites Indemnified Parties by attorneys and other professionals approved by the FLX Websites Indemnified Parties. Notwithstanding the foregoing, the FLX Websites Indemnified Parties may, in their sole discretion, engage their own attorneys and other professionals to defend or assist them,

and, at the option of the FLX Websites Indemnified Parties, their attorneys shall control the resolution of any claim or proceeding. Upon demand, Client shall pay or, in the sole discretion of the FLX Websites Indemnified Parties, reimburse the FLX Websites Indemnified Parties for payment of disbursements and reasonable fees and expenses of attorneys and other professionals in connection therewith.

16. **DEFAMATION.** Client shall be solely responsible for the content of any advertisements provided to FLX Websites that FLX Websites causes to be run with an advertiser. Client shall indemnify, defend, and hold harmless FLX Websites from and against any and all Claims incurred by, borne by, or asserted against any of the FLX Websites Indemnified Parties to the extent such Claims relate to, arise out of, or result from FLX Websites creating and/or running any advertisements on behalf of Client including, but not limited to, any claim of libel, slander, or defamation.

17. **DELAYS OR DEFAULTS.** FLX Websites shall not be deemed in breach of this Agreement if FLX Websites is unable to perform the Services or any portion thereof by reason of fire, earthquake, labor dispute, act of God or public enemy, death, illness or incapacity of FLX Websites or any local, state, federal, national or international law, governmental order or regulation or any other event beyond FLX Websites's control (collectively, "Force Majeure Event"). Upon occurrence of any Force Majeure Event, FLX Websites shall promptly notify the Client of its inability or the delay in performing the Services. Acceptance of delivery of a Project shall constitute a waiver and release of FLX Websites by Client for any claim for damages, setoff, discount or other liability on account of delay.

18. **RELATIONSHIP OF THE PARTIES.** FLX Websites has at all times been, and shall at all times be and be deemed to be an independent contractor of Client. Neither FLX Websites nor any of its staff is an employee or agent of Client for any purpose whatsoever and shall not be entitled to any benefits provided to Client employees. Nothing contained within this Agreement shall be construed to render FLX Websites or any member of FLX Websites's staff, an employee, partner, agent of, or joint venturer with Client for any purpose. Neither FLX Websites nor any of its staff shall, under any circumstances, have any authority to act for or to bind Client or to sign the name of Client or to otherwise represent that Client is in any way responsible for his or her acts or omissions. Neither FLX Websites nor FLX Websites's staff has or have any authority to create any contract or obligation, express or implied, on behalf of, in the name of, or binding upon Client. It is anticipated that FLX Websites and FLX Websites's staff will perform services as an independent contractor for third parties other than Client during the term of this Agreement.

19. **LIMITATION OF LIABILITY.** FLX Websites's liability, if any, on any Claim relating to the Services, whether based on contract, warranty, tort (including negligence) or other grounds, shall not exceed the price allocable to such Services. FLX WEBSITES SHALL NOT BE LIABLE FOR SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES

INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, OR ANY DAMAGES TO OR CLAIMS BY THIRD PARTIES.

20. **MISCELLANEOUS.**

a. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns.

b. **Assignment.** This Agreement may not be assigned, in whole or in part, by either party hereto without prior written consent of the other.

c. **Entire Agreement.** Except for the Service Level Agreement, this Agreement contains the entire understanding between the parties hereto and supersedes any prior understanding, memoranda or other written or oral agreements between them respecting the within subject matter. Except for the Service Level Agreement, there are no other representations, agreements, arrangements or understandings, oral or written, between the parties relating to the subject matter of this Agreement which are not fully expressed herein.

d. **Conflicts.** The Service Level Agreement shall supplement and be deemed incorporated into this Agreement to the extent not inconsistent with the express terms of this Agreement. In the event of a conflict between this Agreement and the Service Level Agreement, an agreement will be made between the Client and FLX Websites.

e. **Modifications; Waiver.** No modification or waiver of this Agreement or any part hereof shall be effective unless in writing and signed by the party sought to be charged therewith. No waiver of any breach or condition of this Agreement shall be deemed to be a waiver of any other or subsequent breach or condition, whether of like or different nature. No waiver of any breach or condition of this Agreement by or with respect to a party hereto shall be deemed to be a waiver of the same breach or condition with respect to the other party hereto. No course of dealing between the parties hereto will be deemed effective to modify, amend or discharge any part of this Agreement or the rights or obligations of either party hereunder.

f. **No Third-Party Beneficiary.** None of the provisions of this Agreement shall be for the benefit of, or enforceable by, any person or entity not a party hereto.

g. **Partial Invalidity.** If any provision of this Agreement shall be held invalid or unenforceable by a competent authority, such provision shall be construed so as to be limited or reduced to be enforceable to the maximum extent compatible with the law as it shall then appear. The total invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

h. **Fair Meaning.** This Agreement shall be construed according to its fair meaning. The language used shall be deemed the language chosen by the parties hereto to express their mutual intent as each party has had the opportunity to review this Agreement with and to edit

this Agreement with the advice of legal counsel. No presumption or rule of strict construction shall be applied against any party hereto.

i. Notices. Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been received (i) upon personal delivery, (ii) if sent electronically (e-mail or facsimile), upon receipt of confirmation that the notice was received by the other party, (iii) on the third (3rd) day following delivery to the U.S. Postal Service as certified or registered mail, return receipt requested and postage prepaid or (iv) on the first day following delivery to a nationally recognized United States overnight courier service, fee prepaid, return receipt or other confirmation of delivery requested. Any such notice or communication shall be delivered or directed to a party at its address set forth above or at such other address as may be designated by a party in a notice given to all other parties hereto in accordance with the provisions of this paragraph. If any notice or communication is sent electronically, such notice shall be sent to the facsimile number or e-mail address, as the case may be, listed in the Service Level Agreement.

j. Governing Law; Jurisdiction; Venue. This Agreement and all rights of the parties shall be governed by, and construed in accordance with, the laws of the State of New York without reference to conflict of laws principles. The parties hereto agree that the exclusive venue and place of trial for the resolution of any disputes arising in connection with the interpretation or enforcement of this Agreement shall be either the United States District Court for the Western District of New York, Rochester, New York, or the Ontario County Supreme & County Court, Canandaigua, New York. The parties hereby consent to the personal jurisdiction of the abovementioned courts.

k. Headings. The headings contained in this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

l. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of said counterparts together shall constitute but one and the same instrument.

m. **WAIVER OF TRIAL BY JURY. IT IS MUTUALLY AGREED BY AND BETWEEN FLX WEBSITES AND CLIENT THAT THE RESPECTIVE PARTIES HERETO SHALL AND THEY HEREBY DO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY HERETO AGAINST THE OTHER FOR ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.**

n. Further Assurances. The parties hereto shall execute and deliver any and all additional writings, instruments and other documents and shall take all such further actions as shall be reasonably required in order to effect the terms, conditions and intent of this Agreement.

o. Attorney's Fees. If FLX Websites incurs any costs including, but not limited to, disbursements, court costs and reasonable attorney's fees to enforce any provision of this Agreement, Client shall be liable for all such costs including, but not limited to, disbursements, court costs and reasonable attorney's fees incurred by FLX Websites or billed to FLX Websites, regardless of whether an action is actually commenced.

p. Survival. The representations, warranties and covenants set forth in Sections 2, 3, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 18, 19, and 20 of this Agreement shall survive the lapse or earlier termination of this Agreement to the maximum extent permitted by law, unless otherwise stated herein.

[Remainder of page left intentionally blank – signature page to follow]

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties as of the date set forth above.

FLX WEBSITES LLC

By: _____
Name: Nicholas Sergeant
Title: Owner

CLIENT:

By: _____
Name: Ben Darfler
Title:

Schedule A

Scope of Work

FLX Websites will be responsible for the following scope of work:

1. Website and graphic design
2. Website development
3. Website hosting

Payment and Schedule

For clients whose service began before May 1st, 2023, Client will continue making monthly payments in the amount previously agreed upon.

For clients beginning service after May 1st, 2023, Client may choose between one of three pricing packages:

1. Single Page Website
 - a. \$300 setup fee
 - b. \$199/month
2. Standard Multi Page Website
 - a. \$700 setup fee
 - b. \$299/month
3. Premium Multi Page Website
 - a. \$1,000 setup fee
 - b. \$399/month

Client may change pricing packages at any time. Website design and functionality may be adjusted at FLX Websites's discretion to fit the new desired pricing package.

For all pricing packages, both the setup fee and the first monthly payment shall be made at project commencement and subsequent monthly payments will begin immediately thereafter.

The monthly fee continues in perpetuity for as long as the Client wishes to have FLX Websites continue to host the website.

Refer to Section 12 with regards to License assignability after 12 months of continuous monthly payments.

CLIENT INITIAL: _____

April 24, 2023

Mayor Rordan Hart
Village of Trumansburg
56 East Main Street
Trumansburg, NY 14886

**RE: PROPOSAL FOR PROFESSIONAL SERVICES – GRANT ADMINISTRATION
VILLAGE OF TRUMANSBURG - ZEV GRANT ADMINISTRATION**

Dear Mayor Hart,

Congratulations on receipt of the Zero-Emission Vehicles (ZEV) grant award to add four level 2 and two DC fast charging units to the Village. The units will be placed at the Farmers Market and Village Offices. We are pleased to submit this proposal to assist the Village with dedicated grant administration procedures and processes for each location.

I. Background

Recently the New York State Department of Environmental Conservation (DEC) notified the Village that it was awarded the ZEV Infrastructure grant opportunity. As experienced advisors to many municipalities, MRB Group will be a valuable partner in assisting the Village of Trumansburg with the upcoming grant administration services necessary to secure the award, and provide the required documentation and reporting along with reimbursement requests. This proposal covers the efforts to assist the Village with grant administration from the Grant Agreement through Final Reimbursement and Closeout.

II. Scope of Services

A. ZEV Grant Administration

MRB Group will assist the Village in completing the grant administration requirements required by the funding agency for each location. Grant Administration tasks to be coordinated and assembled for the Village Office and Farmers Market locations will include:

- Grant Agreement Administration through Grants Gateway
 - Work with the DEC to finalize the Work Plan Overview, Objectives, Tasks, and Performance Measures
 - Input required budget and plan of finance information
 - Coordinate with Village to provide required insurance and permit documentation
- MWBE Compliance Documents through NYS Contract System (if applicable)
- Coordinate with Village on signage requirements and press releases
- Coordinate Grant Agreement Execution with Village
- Complete required narrative reporting and reimbursement request forms
- Complete required Locator Map requirements of charging stations
- Coordinate Mitigation Monitoring and electronic reporting setup
- Complete closeout reporting

Total Estimated Compensation (Hourly)\$3,500.00

The cost figures shown above represent our hourly not to exceed amount. Any additional work beyond this fee and outside the scope of this proposal including engineering and environmental review/SEQR would be reviewed with the Client. MRB Group shall submit monthly statements for services rendered during each invoicing period based on the efforts performed during that period. MRB Group Standard Rates are subject to annual adjustment.

III. Commencement of Work

MRB Group will begin assembling the necessary documentation upon receipt of the signed proposal.

IV. Standard Terms and Conditions

Attached hereto and made part of this Agreement is MRB Group's *Standard Terms and Conditions*.

If this proposal is acceptable to you, please sign where indicated and return one copy to our office. Thank you for your continued consideration of our firm.

We look forward to working with you on this project.

Sincerely,



William Davis
Director of Water Resources Engineering



James J. Oberst, P.E., LEED AP
Executive Vice President / C.O.O.

<https://mrbgroup365.sharepoint.com/sites/Proposals/Shared Documents/Letter Proposals/2023/bd - ZEV V. Trumansburg Grant Admin.docx>

PROPOSAL ACCEPTED BY: VILLAGE OF TRUMANSBURG

Signature

Title

Date

**MRB GROUP, ENGINEERING, ARCHITECTURE, SURVEYING, D.P.C.
AGREEMENT FOR PROFESSIONAL SERVICES
STANDARD TERMS AND CONDITIONS**

A. TERMINATION

This Agreement may be terminated by either party with seven days' written notice in the event of substantial failure to perform in accordance with the terms hereof by one party through no fault of the other party. If this Agreement is so terminated, the Professional Services Organization (hereinafter referred to as P.S.O.) shall be paid for services performed on the basis of his reasonable estimate for the portion of work completed prior to termination. In the event of any termination, the P.S.O. shall be paid all terminal expenses resulting therefrom, plus payment for additional services then due. Any primary payment made shall be credited toward any terminal payment due the P.S.O. If, prior to termination of this Agreement, any work designed or specified by the P.S.O. during any phase of the work is abandoned, after written notice from the client, the P.S.O. shall be paid for services performed on account of it prior to receipt of such notice from the client.

B. OWNERSHIP OF DOCUMENTS

All reports, drawings, specifications, computer files, field data and other documents prepared by the P.S.O. are instruments of service and shall remain the property of the P.S.O. The client shall not reuse or make any modification to the instruments of service without the written permission of the P.S.O. The client agrees to defend, indemnify and hold harmless the P.S.O. from all claims, damages, liabilities and costs, including attorneys' fees, arising from reuse or modification of the instruments of service by the client or any person or entity that acquires or obtains the instruments of service from or through the client.

C. ESTIMATES

Since the P.S.O. has no control over the cost of labor and materials, or over competitive bidding and market conditions, the estimates of construction cost provided for herein are to be made on the basis of his experience and qualifications, but the P.S.O. does not guarantee the accuracy of such estimates as compared to the Contractor's bid or the project construction cost.

D. INSURANCE

The P.S.O. agrees to procure and maintain insurance at the P.S.O.'s expense, such insurance as will protect him and the client from claims under the Workmen's Compensation Act and from claims for bodily injury, death or property damage which may arise from the negligent performance by the P.S.O. or his representative.

E. INDEPENDENT CONTRACTOR

The P.S.O. agrees that in accordance with its status as an independent contractor, it will conduct itself with such status, that it will neither hold itself out as nor claim to be an officer or employee of the client, by reason hereof, and that it will not by reason hereof make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the client, including, but not limited to, Workmen's Compensation coverage, unemployment insurance benefits or Social Security coverage.

F. SUCCESSORS AND ASSIGNS

The client and the P.S.O. each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the client nor the P.S.O. shall assign, submit or transfer his interest in this Agreement without the written consent of the other.

G. P.S.O. NOT RESPONSIBLE FOR SAFETY PROVISIONS

The P.S.O. is not responsible for construction means, methods, techniques, sequences or procedures, time of performance, programs, or for any safety precautions in connection with the construction work. The P.S.O. is not responsible for the Contractor's failure to execute the work in accordance with the Contract Drawings and/or Specifications.

H. INVOICES AND PAYMENT

Client will pay MRB Group, Engineering, Architecture, Surveying, D.P.C. for services in respect of the period during which Services are performed in accordance with the fee structure and work estimate set forth in the proposal. Invoices will be submitted on a periodic basis, or upon completion of Services, as indicated in the proposal or contract. All invoices are due upon receipt. Any invoice remaining unpaid after 30 days will bear interest from such date at 1.5 percent per month or at the maximum lawful interest rate, if such lawful rate is less than 1.5 percent per month. If client fails to pay any invoice when due, MRB may, at any time, and without waiving any other rights or claims against Client and without thereby incurring any liability to Client, elect to terminate performance of Services upon ten (10) days prior written notice by MRB to client. Notwithstanding any termination of Services by MRB for non-payment of Invoices, Client shall pay MRB in full for all Services rendered by MRB to the date of termination of Services plus all interest and termination costs and expenses incurred by MRB that are related to such termination. Client shall be liable to reimburse MRB for all costs and expenses of collection, including reasonable attorney's fees.

I. FEES REQUIRED FROM JURISDICTIONAL AGENCIES

MRB Group, D.P.C. is not responsible for nor does the Compensation Schedule established in the Agreement include fees or payments required of jurisdictional agencies. The client herein agrees to pay all application, entrance, recording and/or service fees required by said agencies.

J. P.S.O. NOT AN EMPLOYEE

The P.S.O. agrees not to hold himself out as an officer, employee or agent of the Owner, nor shall he make any claim against the Owner as an officer, employee or agent thereof for such benefits accruing to said officers, employees or agents.

K. INDEMNITY

The Owner will require any Contractor and Subcontractors performing the work to hold it harmless and indemnify and defend the Owner and P.S.O., their officers, employees and agents from all claims resulting from the Contractor's negligence in the performance of the work.