

Special Meeting
VILLAGE OF TRUMANSBURG
BOARD OF TRUSTEES
Agenda
June 22, 2020
6:00pm

Virtual Meeting ID: <https://zoom.us/j/82081469944>
Call-in no.: (929)436-2866

1. (6:00) CALL TO ORDER
2. (6:00) CHANGES TO AGENDA
3. (6:00) **PUBLIC HEARING – LOCAL LAW ___ 2020: AMENDMENT OF LOCAL LAW 2-2015 - “NEW VILLAGE ‘OPEN CONTAINER’ LAW AND PROVISIONS**
4. (6:15) OLD BUSINESS
 - a. Outdoor Restaurant Seating
 - b. Cemetery Rd Bridge
 - c. LED Streetlights
5. (6:30) NEW BUSINESS
 - a. MRB Sewer Plant Capacity Study
 - b. Bond Refunding RFP
6. (6:40) PRIVILEGE OF THE FLOOR
7. (6:55) EXECUTIVE SESSION
8. (7:00) ADJOURNMENT

VILLAGE OF TRUMANSBURG

PROPOSED LOCAL LAW ____ OF THE YEAR 2020

**AMENDMENT OF LOCAL LAW NO. 2 – 2015
“NEW VILLAGE ‘OPEN CONTAINER’ LAW AND
PROVISIONS”**

Be it enacted by the Board of Trustees of the Village of Trumansburg as follows:

SECTION I PURPOSE AND INTENT

It is the purpose and intent of this Proposed Local Law to AMEND Local Law No. 2 – 2015, “New Village ‘Open Container’ Law And Provisions”, of the Village of Trumansburg; so as to broaden the scope of authority of the Village Board of Trustees to make determinations, by resolution, with respect to outdoor seating within public rights of way of food and beverage establishments within the Village.

SECTION II AUTHORITY

This Local Law is enacted pursuant to the grant of powers to local governments provided for in Section 10 of the Municipal Home Rule Law to adopt and amend local laws not inconsistent with the provisions of the New York State Constitution or not inconsistent with any general law relating to its property, affairs, government or other subjects provided for in said Section 10 of the Municipal Home Rule Law.

SECTION III LOCAL LAW 2- 2015 AMENDED

Section III(C)3 of Local Law 2-2015 is amended as follows:

3. Food and/or beverage establishments may maintain outdoor seating for patrons on Village property, sidewalks, or byways provided that:

a) The establishment has applied for and received an Outdoor Seating Permit from the Village, as created by resolution of the Village Board, renewable annually, subject to a fee as established by the Village Board, to maintain outdoor seating on public property wherein;

i. The outdoor seating area is clearly marked off with removable ropes, chains, barricades or stanchions of an all-weather type or material;

- ii. A sketch plan of the outdoor seating area is submitted with the Outdoor Seating Permit application outlining the dimensions and seating capacity of the outdoor seating area, this requirement being subject to waiver by action of the Village Board of Trustees;
 - iii. The outdoor seating area allows for the minimum ADA required space for pedestrian traffic to safely pass, where applicable;
 - iv. The outdoor seating area and related ropes, chains, barricades or stanchions are removed and/or stored and/or secured nightly in such manner as determined or amended by resolution of the Village Board.
- b) The establishment may only serve alcoholic beverages in the outdoor seating area during hours as determined or amended by resolution of the Village Board.
 - c) The establishment maintains and provides proof of liability insurance coverage with minimums as stipulated in the application for the Outdoor Seating Permit.
 - d) The establishment names the Village of Trumansburg as an additional insured for the period covered by the Outdoor Seating Permit and provides proof of same.

SECTION IV SUPERSEDING EFFECT

All Local Laws, resolutions, rules, regulations and other enactments of the Village of Trumansburg in conflict with the provisions of this Local Law are hereby superseded to the extent necessary to give this Local Law full force and effect.

SECTION V VALIDITY

The invalidity of any provision of this Local Law shall not affect the validity of any other provision of this Local Law that can be given effect without such invalid provision.

SECTION VI EFFECTIVE DATE

This Local Law shall be effective as of the date of filing with the New York Secretary of State, except that it shall be effective from the date of service as against a person served with a copy thereof, certified by the Village Clerk, and showing the date of its passage and entry in the Minutes of the Village Board of Trustees.

**AUTHORIZATION AND TERMS AND CONDITIONS
OF OUTDOOR SEATING ON PUBLIC PROPERTY FOR CALENDAR YEAR 2020**

WHEREAS, Local Law 2 of 2015, as amended, authorizes the Village Board of Trustees to effect a permitting process, subject to a fee, for the application by a dining establishment to create an outdoor seating area on public property; and

WHEREAS, Local Law 2 of 2015, as amended, authorizes the Village Board of Trustees to stipulate the manner and times in which dining establishments may create outdoor seating areas on public property; and

WHEREAS, due to unprecedented actions taken by Federal, State, and local governments in response to the Covid-19 pandemic food and beverage establishments have been unable to operate normally, or at all, since March 2020; and

WHEREAS, the Village of Trumansburg wishes to support local businesses in their efforts to recover in coordination with the phased reopening of “NY Forward”; now therefore be it

RESOLVED, that an Outdoor Seating Permit shall be issued to any dining establishment that properly completes the permit application and submits proof of insurance naming the Village of Trumansburg as additional insured for the outdoor seating area; and

BE IT FURTHER RESOLVED, that the 2020 Outdoor Seating Permit application fee shall be \$0.00; and

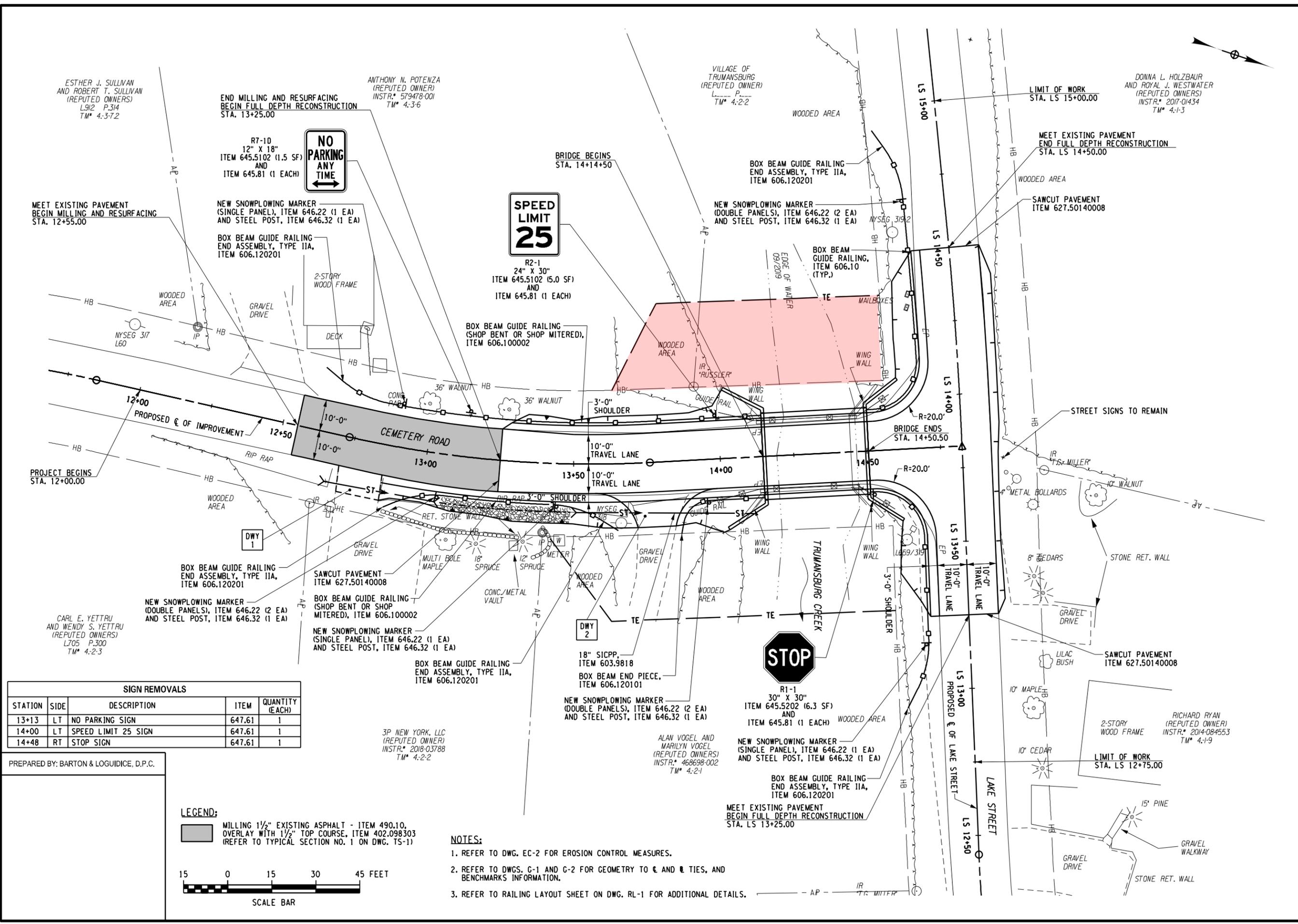
BE IT FURTHER RESOLVED, that the requirement to submit a sketch of the proposed seating area to the Village is hereby waived for 2020, however all other provisions of Local Law 2-2015, as amended, including securing the seating area and allowing for ADA required pedestrian spacing remain in effect; and

BE IT FURTHER RESOLVED, that alcoholic beverages may not be served nor consumed in any outdoor seating area; and

BE IT FURTHER RESOLVED, that the establishment must abide by all applicable sanitization, cleaning, distancing, or other guidelines as established by the NY State or Tompkins County Health Departments as related to ongoing Covid-19 safety protocols.

FILE NAME : I:\Shared\500\586 - Town of Ullyses\586.016 - Cemetery Rd\586.016.PLAN.dgn
 DATE : 5/5/2020
 TIME : 7:08:34 AM

IN CHARGE OF _____
 DESIGNED BY _____
 CHECKED BY _____
 DRAFTED BY _____
 CHECKED BY _____



SIGN REMOVALS				
STATION	SIDE	DESCRIPTION	ITEM	QUANTITY (EACH)
13+13	LT	NO PARKING SIGN	647.61	1
14+00	LT	SPEED LIMIT 25 SIGN	647.61	1
14+48	RT	STOP SIGN	647.61	1

PREPARED BY: BARTON & LOGUIDICE, D.P.C.

LEGEND:

MILLING 1 1/2" EXISTING ASPHALT - ITEM 490.10, OVERLAY WITH 1 1/2" TOP COURSE, ITEM 402.098303 (REFER TO TYPICAL SECTION NO. 1 ON DWG. TS-1)

SCALE BAR

- NOTES:**
- REFER TO DWG. EC-2 FOR EROSION CONTROL MEASURES.
 - REFER TO DWGS. G-1 AND G-2 FOR GEOMETRY TO C AND Q TIES, AND BENCHMARKS INFORMATION.
 - REFER TO RAILING LAYOUT SHEET ON DWG. RL-1 FOR ADDITIONAL DETAILS.

NO. DATE		BY	REVISION
TOWN OF ULLYSES			
		UNAUTHORIZED ALTERATION OR ADDITION TO THIS DRAWING IS A VIOLATION OF THE NEW YORK STATE EDUCATION LAW, ARTICLE 145 SECTION 7209	
CEMETERY ROAD OVER TRUMANSBURG CREEK		BIN 3210360	
TOWN OF ULLYSES		PIN 3756.59	
TOMPKINS COUNTY			
PLAN			
SCALE: AS SHOWN			
DATE ISSUED: 04 / 2020			
DRAWING PL-1			

XX

May 20, 2020

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

**RE: PROPOSAL FOR PROFESSIONAL SERVICES
CRESCENT WAY SUBDIVISION SEWER EXTENSION
SEWER CAPACITY EVALUATION**

Dear Mayor Hart:

We are pleased to provide the Village of Trumansburg (Village) with this proposal for Professional Services to prepare a sewer system capacity study which evaluates the existing sewer system with respect to the proposed Crescent Way Subdivision extension. The New York State Department of Environmental Conservation (NYSDEC) requests the Village to submit a report describing the existing capacity and the estimated / metered flows the system experiences during wet weather events. The report shall include all calculations, assumptions, and other information utilized to formulate conclusions.

I. Project Overview

On May 1, 2020, the NYSDEC received revised plans, specifications, and an engineering report for the proposed sewer extension associated with the Crescent Way Subdivision within the Village. The revised submittals have addressed the NYSDEC's concerns specific to the design of the sewer system associated with the proposed subdivision.

However, the engineering report neglects to analyze the capacity of the existing sewer system downstream of the proposed sewer extension. The Village's existing sewer system is known to receive excessive inflow and infiltration during periods of wet weather. The NYSDEC is now requiring the Village to confirm sufficient capacity is present to convey the additional flows associated with the proposed sewer extension pertaining to the Crescent Way Subdivision, without creating adverse conditions.

II. Scope of Services and Compensation

MRB Group proposes the following scope of services and fee:

- A. Field Work: to include a site visit to survey existing sanitary sewer elevations to calculate the capacity of the collection system in which the new subdivision proposes to connect. This includes the point of sewer connection (following the flow) to the Wastewater Treatment Plant (WWTP). A follow up site visit will be performed during a nighttime precipitation event to measure/estimate wet weather flows. It is assumed that a village employee will assist MRB Group with locating existing infrastructure ahead of the survey and assist in the nighttime wet weather flow monitoring.

Spot Survey Rim Elevation and Sewer Inverts

With the use of Global Position System (GPS) Survey equipment, record maintenance manhole (MH) rim elevations and measure down from existing grade to the sewer invert elevations at the following locations, assuming one (1) 8-hour day:

1. South Street at MH-214 and MH-208
2. Whig Street at MH-201
3. East Main Street from MH-227 to MH-200, and MH-108
4. Lake Street at MH-105 and MH-2

Wet Weather Flow (WWF) Monitoring

With the assistance of a village employee, perform nighttime Wet Weather Flow (WWF) monitoring at the following locations, assuming one (1) 8-hour night:

5. South Street and Whig Street at MH-210, MH-207, and MH-217
6. Whig Street at MH-201
7. East Main Street from MH-227 to MH-200, and MH-108
8. Lake Street at MH-104 and MH-105
9. Intersection of Lake Street and King Street at MH-3



10. Compile field data in office.

Subtotal of A, Items 1-10 \$2,600.00

B. Engineering Report

1. Confirm maximum pumping rate at the South Street Pump Station.
2. Estimate contributing flow along each relative sewer segment (South Street, Whig Street, Lake Street, and King Street).
3. Perform flow calculations from Crescent Way Subdivision to the WWTP.
4. Summarize findings in a letter response.

Subtotal of B, Items 1-4..... \$7,200.00

Total Compensation \$9,800.00

The cost figures shown above represent our lump sum amount. Any additional work beyond this fee and outside the scope of this proposal 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. Additional Services

The following items (not included in the above scope of services) can be provided on a personnel time-charge basis, but would be performed upon your authorization:

- A. Site visits above and beyond the estimated requirements outlined above.
- B. Surveying of the critical MH RIM elevations with conventional survey equipment.
- C. Additional requests from DEC pertaining to the sewer capacity report.

- D. Follow up response letters to address DEC comments on sewer capacity report.
- E. Survey additional MH rim elevations and inverts.
- F. Perform additional wet weather flow monitoring above and beyond the outlined locations.

IV. Commencement of Work

Upon receipt of the signed proposal, MRB Group will begin work on the project, with completion of the study anticipated in four (4) to six (6) weeks.

V. 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. We have included an additional copy for your records. Thank you for your 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.

\\mrbgroup.prv\Admindata\630006\Ltrs-Proposals\2020\jlb - Trumansburg Sewer Capacity Evaluation.docx

PROPOSAL ACCEPTED FOR THE _____ BY:		
_____	_____	_____
<i>Signature</i>	<i>Title</i>	<i>Date</i>

**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.