

JoLee Olszewski

From: Shirlie Stuart
Sent: Wednesday, January 15, 2014 2:39 PM
To: JoLee Olszewski
Cc: Jessica Zambrano
Subject: RE: Agenda time again!

JoLee,

They are three corrections to the pay rates in the organizational meeting minutes. All three are hourly rates and are pennies difference, they are as follows;

Deborah Cooley, Recreation Attendant - listed at \$13.62 should be \$13.69

Nancy Noble, Recreation Attendant – listed at \$13.17 should be \$13.23

Angela Kleist, Clerk I – listed at \$14.26 should be \$14.33

Employee Handbook

If you are involved in an accident, and are in possession of a Town issued cell phone that has picture taking capabilities, or if you have any other picture recording device, you are encouraged to take appropriate photographs.

Visitors

Effective date 01/01/2014

Although the Town allows employees to have family and friends visit while on duty, those visits should not interfere with work and work areas.

The Town prohibits guests from having unescorted access to Town facilities and/or private offices/work areas, unless that facility or work area is available for use by the general public.

At no time are guests allowed in offices/work area while Town business is being conducted and/or community members are present. When you do have a non-employee in your office, please ensure that any non-public Town information is secure and not visible to the public eye.

Unless they are service animals, animals are prohibited from being brought into the workplace.

Wages

01/01/2014

The Town strives to pay fair and equitable wages to all employees. Union employees will have their wages administered through their applicable agreements. Non-union employees will have their wages administered the same as the teamsters.

Whistleblower Protection

Effective date 01/01/2014

The Town encourages its employees to report improper activities in the workplace, and will protect employees from retaliation for making any such report in good faith. Employees have the right to report, without suffering retaliation, any activity by a Town employee, or Board Member, that the employee reasonably believes violates any state or federal law; amounts to noncompliance with a state or federal rule or regulation; or violates fiduciary responsibilities by an organization to its stakeholders or employees.

Employees can refuse to participate in an activity that would result in a violation of state or federal statutes, or a violation or noncompliance with a state or federal rule or regulation.

The whistleblower protection laws do not entitle employees to violate a confidential privilege of the Town (such as the attorney-client privilege) or improperly disclose proprietary or information critical to the legal operations of the Town.

Employees have the duty to comply with all applicable laws and to assist the Town to ensure legal compliance. An employee who suspects a problem with legal compliance is required to report the situation to the Town Supervisor. If the problem is with the Town Supervisor, the employee may contact their department's Town Board Member Liaison.

Date: January 22, 2014

Highway Department Agenda Items

Request approval for the following items:

(A) ITEM: Removal of 2 trees-off rd. drainage job

VENDOR: Lumberjack Tree Service

AMOUNT: \$2000.00

ACCOUNT CODE: SD85404 0400

(B) ITEM: beam spring repair for truck #21

VENDOR: Allied Spring

AMOUNT: \$1500.00

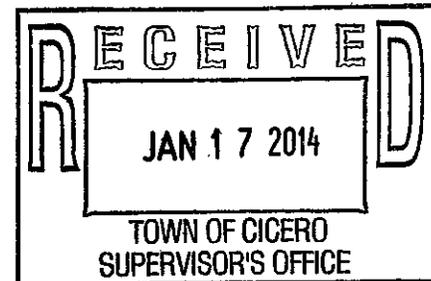
ACCOUNT CODE:DB514241

(C) ITEM: Diagnostic computer program for Mack Truck -troubleshoot & repairs

VENDOR: Beam Mack

AMOUNT: \$2,625.00

ACCOUNT CODE:DB513055



for 1/22/14 TBM

Jessica Zambrano

From: Douglas Wickman <dwickman@cscos.com>
Sent: Monday, January 06, 2014 10:00 AM
To: Jessica Zambrano
Cc: JoLee Olszewski; Bruce Letts
Subject: RE: Onondaga County MS4 Assistance Program

Jessica and JoLee,

There isn't any suggested resolution included in the email from Paul Legnetto. I would suggest the following,

Move the adoption of a resolution authorizing the supervisor to execute an agreement with Onondaga County. This agreement will allow Onondaga County to continue to assist the Town of Cicero with efforts required to meet the NYSDEC MS4 regulations relative to Minimum Control Measure 3-Illicit Discharge Detection and Elimination.

Please let me know if you have any questions.

Thanks,

Doug

From: Jessica Zambrano [mailto:jzambrano@ciceronewyork.net]
Sent: Sunday, January 05, 2014 2:28 PM
To: JoLee Olszewski; Douglas Wickman
Subject: FW: Onondaga County MS4 Assistance Program
Importance: High

Jolee: we need to add this to the agenda. Let's get the resolution from Doug Wickman

Doug: I have a cover letter dated 12/20/13 that speaks to the fee and the resolution, but the resolution and the attachments are not included. Can you pls provide those so that we can get this on the agenda for Wednesday?

Thanks all...

Jessica

From: Douglas Wickman [mailto:dwickman@cscos.com]
Sent: Friday, January 03, 2014 11:39 AM
To: Jessica Zambrano
Subject: FW: Onondaga County MS4 Assistance Program
Importance: High

Jessica,

When you are ready we can go over this.

Doug

From: PaulLegnetto@ongov.net [mailto:PaulLegnetto@ongov.net]
Sent: Friday, January 03, 2014 11:01 AM
To: bvilledpw@cnyemail.com; bville@cnyemail.com; pczerwinski@bartonandloguidice.com; macoogan@townofcamillus.com; codes@villageofliverpool.org; mayor@villageofcamillus-ny.gov; Douglas Wickman;

jcorl@ciceronewyork.net; Ronald Detota II; supervisor@townofclay.org; mterrito@townofclay.org;
mark.parrish@obg.com; supervisor@townofdewitt.com; jconlon@townofdewitt.com; Catherine.Fiorello@obg.com;
rtackman@villageofeast Syracuse.com; rrussell@villageofeast Syracuse.com; dhanny@bartonandloguidice.com;
Molson@fayettevilleny.gov; fdpw@msn.com; engineer@townofgeddes.com; supervisor@townofgeddes.com;
geddescodes@townofgeddes.com; tolsuper@aol.com; WmMac4@aol.com; jdunkle@dunnandsgromo.com;
villageclerk@villageofliverpool.org; codes@villageofliverpool.org; rgaetano1546@yahoo.com;
engineer@townoflysander.org; supervisor@townoflysander.org; zoning@townoflysander.org; dmiller@townofmanlius.org;
paulw@manliusvillage.org; johnm@manliusvillage.org; jkantak@tdkengineering.com; supervisor@marcellusny.com;
codes@marcellusny.com; marboard@twcny.rr.com; codes@marcellusny.com; ober_3@bluefrog.com;
rdonovan@villageofminoa.com; minoapw@twcny.rr.com; kharris@chacompanies.com; mayor@northsyracusenyny.org;
codes@northsyracusenyny.org; Bill Perrine; lgoodwin@townofonondaga.com; rryan@townofonondaga.com;
carole.marsh@townofpompey.com; jthrasher@cha-llp.com; mnicotra@salina.ny.us; jperkins@salina.ny.us; Marcus Malley;
rbenedetti@villageofsolvay.com; mcazzolli@villageofsolvay.com; engineer@townofvanburen.com;
supervisor@townofvanburen.com; davidcoburn@ongov.net

Cc: Burger, Mark; dkubek@cnyrpdb.org; kbertuch@cnyrpdb.org.

Subject: Onondaga County MS4 Assistance Program

Importance: High

To all Syracuse Urban Area MS4 Communities within Onondaga County,

Attached you will find a cover letter explaining Onondaga County's MS4 Assistance Program with authorizing Legislative resolution and Inter Municipal Agreement (IMA) for your immediate execution... **This will be your only notice of this information... A hard copy will not be sent... Please follow the instructions as outlined in the cover letter...**

Should you have any concerns or questions regarding this material, please don't hesitate to contact me...

Thank you again for your participation,

Paul Legnetto, CPESC, CPSWQ
Onondaga County
Program Coordinator
(Stormwater Management)
315-435-5402 ext. 219



Joanne M. Mahoney, County Executive
Tom Rhoads, Commissioner
Flow Control Division
7120 Henry Clay Boulevard
Liverpool, NY 13088-5344
Phone (315) 435-5402
FAX (315) 435-5458
<http://www.ongov.net>

January 2, 2014

Village or Town

Re: Onondaga County MS4 Assistance Program
Intermunicipal Agreement Renewal beginning January 1, 2014 – ending December 31, 2018

Dear Mayor or Supervisor:

I am pleased to inform you that the Onondaga County Legislature has elected to renew our agreement, at no cost, to provide assistance to your municipality in complying with Department of Environmental Conservation Stormwater permit (MS4 SPDES) requirements. Onondaga County would like to thank you again for your participation in the County's MS4 Assistance Program for Minimum Control Measure 3 (MCM3), Illicit Discharge Detection and Elimination (IDDE). As you may know, a renewed Intermunicipal Agreement (IMA) will allow Onondaga County to continue to assist your municipality in meeting the NYSDEC required regulation, MS4 – Minimum Control Measure (MCM) 3.

Since the program inception in 2009, we have completed the first 5 year cycle of outfall inspections, assisting in maintaining your regulatory compliance for MCM 3. Over the past five years approximately 2000 outfalls have been mapped and organized within a GIS data base and undergone a dry weather inspection. Furthermore we have, and propose to continue to maintain, the following Phase II Stormwater activities:

- Maintain the established centralized "Hotline" for citizens to report suspected illicit discharges
- Perform routine inspection of stormwater "outfalls" already mapped by MS4s (achieve 20% minimum per year for the next 5 years)
- Track down of sources of potential illicit discharges to stormwater systems (when requested by the MS4 for assistance)
- Share laboratory services or pursue group discount rates for contracted services with outside laboratories

Attached for reference you will find a copy of the Onondaga County Legislator Resolution No. 160, Dated November 4, 2013. In addition an Intermunicipal agreement for your execution to allow continuation of the County's assistance to your municipality in complying with the State required MS4 SPDES program (MCM 3).

Please complete this agreement and return an executed copy to my office, as I will in turn return a fully executed copy for your records. This agreement must be in place before dry weather inspections begin this spring.

For all current participating MS4's you may indicate on your 2013 annual MS4 stormwater report under MCM 3 the following:

- You have 100% of your outfalls recorded and mapped.
- The "Box" for number of outfalls inspected this year, per NYSDEC direction, should be left blank with added explanation at the end of section MCM 3 - indicating that your municipality has met the required outfall inspections during years 2013 - 2014.

Please note if your contact person(s) for illicit discharge detection and/or stormwater coordination has changed, please return the current name(s) and number(s) for revision of the County contact data base.

As a reminder, new MS4 outfall locations identified or added to your system must be included in your inspection inventory. Please notify me of any new location(s) with outfall data so they may be added to the county-wide inventory system for inclusion in the IDDE inspection program.

Please do not hesitate to call me at 435-5402 x219 if you have any questions or concerns with the assistance program.

Very Truly Yours,



Paul J. Legnette, CPESC, CPSWQ
Onondaga County - Program Coordinator
(Stormwater Management)

CC: Dave Coburn, Onondaga County Office of Environment

November 4, 2013

Motion Made By Mr. Plochocki, MR. Knapp, Mr. Liedka

RESOLUTION NO. 160

AUTHORIZING THE COUNTY EXECUTIVE TO RENEW INTERMUNICIPAL AGREEMENTS TO PROVIDE SERVICES TO MUNICIPALITIES WITHIN ONONDAGA COUNTY TO ASSIST THOSE MUNICIPALITIES IN COMPLYING WITH DEPARTMENT OF ENVIRONMENTAL CONSERVATION STORMWATER PERMIT REQUIREMENTS

WHEREAS, the Clean Water Act was amended in 1987 to establish permit requirements to help control pollution from stormwater run-off; and

WHEREAS, in 2003, pursuant to Federal regulations, the DEC expanded the scope of its stormwater program to require certain municipalities to apply for a DEC stormwater permit; and

WHEREAS, 25 municipalities in Onondaga County that operate Municipal Stormwater Sewer Systems (MS4s), including the County, the City of Syracuse and numerous towns and villages, are required to comply with such DEC stormwater permits; and

WHEREAS, each of these 25 municipalities are required to implement stormwater management programs and satisfy six minimum control requirements mandated by the stormwater permit, including reporting and investigation of illicit discharges and inspection of stormwater outfalls; and

WHEREAS, since these general permit requirements are applicable to all 25 municipalities, it has been recognized that there are opportunities for cost effective compliance through cooperation and coordination; and

WHEREAS, several years ago a number of these municipalities had requested that the County provide certain services to assist them in complying with their obligations to develop and implement a Stormwater Management Program; and

WHEREAS, in response to this request, in 2008 the County developed a proposal to furnish services through the Onondaga County Department of Water Environment Protection to interested municipalities, which services include the following:

- 1) Establish a centralized "Hotline" for citizens to report suspected illicit discharges, at no cost to other municipalities;
- 2) Perform routine inspections of stormwater "outfalls" at no cost to other municipalities;
- 3) Assist in tracking down sources of potential illicit discharges to stormwater systems, at a fee of \$55.00 per hour;
- 4) Share laboratory services at actual cost to the County; and

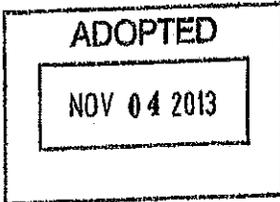
WHEREAS, in December 2008 the County Legislature passed Resolution Number 323 authorizing the County Executive to enter into agreements with interested municipalities for a term not to exceed 5 years to perform stormwater permit related services for municipalities; and

WHEREAS, in 2009 all 25 municipalities in Onondaga County subject to the Phase II Stormwater Regulations entered into Intermunicipal Agreements with the County to receive such stormwater permit related services; and

WHEREAS, it is the desire of this Legislature to authorize the County Executive to renew these Intermunicipal Agreements to continue to provide for such stormwater permit related services; now, therefore be it

RESOLVED, that the County Executive hereby is authorized to renew existing stormwater assistance agreements with interested municipalities for a term not to exceed 5 years to perform stormwater permit related services for municipalities, and to execute agreements to implement the intent of this resolution.

Authorizing MS4 Assist Agreements.docx
PEJ 9.26.13
clm
kam



I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF LEGISLATION DULY ADOPTED BY THE COUNTY LEGISLATURE OF ONONDAGA COUNTY ON THE

4th DAY OF November, 2013.

Deborah A. Matus

CLERK, COUNTY LEGISLATURE
ONONDAGA COUNTY, NEW YORK

FILED WITH CLERK
ONON. CO. LEG.

Sept 27, 2013
KMF

10-OCT 23 AM 11:53

LEGISLATURE
ONONDAGA COUNTY
CLERK

INTERMUNICIPAL AGREEMENT

BETWEEN

The _____ of _____ on behalf of

The _____

And

The County of Onondaga

Agreement made as of this ____ day of _____, 2014, by and between the ((____)), Onondaga County, New York (hereinafter referred to as the “(NAME OF MS4)”), the County of Onondaga, a municipal corporation of the State of New York, by, its County Executive (hereinafter referred to as the “County”).

WITNESSETH:

WHEREAS, the ((NAME OF MS4)) has requested that the County provide some or all of the services specified in this Agreement to assist the (NAME OF MS4) in complying with it's obligations to develop and implement a Stormwater Management Program (SWMP) pursuant to the Municipal Separate Storm system (NAME OF MS4) general permit.

WHEREAS the County, acting through the Onondaga County Department of Water Environment Protection, (OCDWEP) has agreed to furnish these services upon execution by the County Executive and continue until December 31, 2018, or until terminated without cause by either party upon 90 days written notice of the party's intention to so terminate it.

WHEREAS, The ((NAME OF MS4)) and the County have determined that it is in their respective common interests and to the public benefit to enter in to this Agreement and through its terms consider establishing a framework for developing a long term cooperative relationship for the management and control of stormwater and the corresponding reduction of pollutants to the extent possible from municipal stormwater systems owned and operated by the ((NAME OF MS4)).

WHEREAS, the Onondaga County Legislature, by Resolution (copy attached), has authorized the County Executive to enter into this agreement with the ((NAME OF MS4)) for the provision of certain (NAME OF MS4) general permit services covered by this Agreement.

NOW, THEREFORE, in consideration of the terms, covenants and conditions contained herein, the ((NAME OF MS4)) and County do hereby agree as follows:

1. Limitation of scope of legal obligations

The (NAME OF MS4) shall remain responsible for obtaining, implementing and complying with all aspects of its (NAME OF MS4) permit. Nothing contained in this agreement is intended to, or shall be construed or represented as an agreement by the County to obtain, implement or ensure compliance with the (NAME OF MS4)'s permit obligations.

2. County and (NAME OF MS4) responsibilities under this agreement:

Hotline

The County will at no cost:

- 1) Accept calls reporting potential illicit discharges from the public at large
- 2) Record receipt of the call reporting potential illicit discharge in the WEP Dispatch Logbook
- 3) Collect the following information if available:
 - Date and time of call
 - Name/title of the person making the call
 - Name of organization if relevant
 - Record caller contact information
 - Location of where potential illicit discharge was observed
 - Source or type of illicit discharge if known
 - Weather conditions at time illicit discharge was observed
- 4) Notify appropriate Town/Village contact person(s) as soon as possible after receiving a reported illicit discharge.

The (NAME OF MS4) will:

- 1) Provide the County with appropriate 24-hour municipal contact information
- 2) Respond to the person(s) reporting the potential illicit discharge to the hotline
- 3) Provide the Commissioner of WEP with an annual summary report of potential illicit discharge reports received from the County hotline, results of investigations of reported calls and the status of any illicit discharges confirmed.

Outfall Inspections

The County will at no cost:

- 1) Annually inspect as a goal a minimum of 20% of the (NAME OF MS4) outfall locations provided to the County by the (NAME OF MS4)
- 2) Annually communicate with participating MS4s at the beginning of the outfall inspection season (late May or early June) to coordinate/communicate on geographic areas to be inspected during the course of the season
- 3) Collect and record the following information:

- Identification number of the outfall inspected
 - Date/time when outfall was inspected
 - Nature of any discharge at the time of inspection
 - While not responsibility of the inspectors, if it is apparent to them that an outfall is in disrepair or some other unfavorable condition exists at the site, the County will attempt to notify the (NAME OF MS4)
- 4) Within 24 hours notify appropriate Town/Village contact person(s) during regular working hours in the event a suspected illicit discharge is observed
- 5) Provide participating (NAME OF MS4)s with an annual report including the following information:

- Number of outfalls inspected
- Identification numbers of the outfalls inspected
- Dates/times when outfalls were inspected
- Nature of the discharges observed at the times each outfall was inspected

The (NAME OF MS4) will:

- 1) Provide the County with appropriate municipal contact information in the event a suspected illicit discharge is observed
- 2) Confirm and track down the source of the illicit discharge or enter into an agreement with the County to provide such services for a fee

Source Track Down

The County will:

- 1) Upon request of the (NAME OF MS4), identify/confirm the nature of the illicit discharge
- 2) Upon request of the (NAME OF MS4), attempt to track down the source(s) of the illicit discharge
- 3) Provide the (NAME OF MS4), DEC and the County Health Department with a summary report of findings
- 4) Periodically bill the (NAME OF MS4) for services provided

The (NAME OF MS4) will:

- 1) Request assistance on an individual case basis to determine or confirm if an illicit discharge is occurring and what the potential source(s) might be
- 2) Provide the County with sewer system design information and other assistance as necessary (e.g., arrange entry/access for dye testing)
- 43 Assume responsibility for elimination of illicit discharges
- 4) Provide timely payment for services provided

Laboratory

The County will:

- 1) Collect and either analyze potential illicit discharge samples or send collected samples out to contract laboratories to confirm illicit discharges and to assist in source track down efforts (sample analysis will only be performed after consultation with the (NAME OF MS4) and (NAME OF MS4) consent is provided)
- 2) Provide the (NAME OF MS4) with a report of findings, including the analytical results and a brief interpretation of the results
- 3) Bill the (NAME OF MS4) for laboratory costs

The (NAME OF MS4) will:

- 1) Request assistance on an individual case basis to collect and analyze samples
- 2) Provide the County with appropriate municipal contact information to obtain timely consent to proceed with sample analysis
- 3) Determine what to do with the results
- 4) Provide timely payment for laboratory costs

3. COMPENSATION

The (NAME OF MS4) will compensate the County for services provided as follows:

Hotline: No cost

Outfall inspection: No cost

Source track down: \$55.00/hour

Laboratory Analysis: At cost (see current price list in appendix)

4. OTHER AGREEMENTS

This Agreement supersedes all prior negotiations and written or oral understandings, if any, between the parties, and may not be amended or supplemented except by an instrument in writing signed by both parties hereto.

5. INTERPRETATION AND ENFORCEMENT

The paragraph captions are for convenience only and shall not affect the interpretation of this Agreement. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

This agreement may be enforced in any Court of competent jurisdiction situated in the County of Onondaga.

In addition to all other provisions herein, the Commissioner of the Onondaga County Department of Water Environment Protection may exercise such other rights or remedies available to him/her pursuant to all applicable laws including without limitations the Rules and Regulations Relating to the Use of the Public Sewers.

6. ASSIGNMENT

This Agreement may not be assigned except upon written approval of the respective parties.

7. NOTICES

Notices will be deemed properly given when in writing sent by certified mail postage prepaid and addressed:

If to the _____: To the Supervisor of the _____ of
_____ At

If to the County: To the Commissioner, Onondaga County
Department of Water Environment Protection,
650 Hiawatha Blvd., West,
Syracuse, New York 13204-1194

8. LENGTH OF AGREEMENT

This Agreement shall commence upon execution by the County Executive and continue until December 31, 2018, or until terminated without cause by either party upon 90 days written notice of the party's intention to so terminate it.

9. RENEWAL

This Agreement may not be re-executed without a resolution by the Onondaga County Legislature authorizing the County Executive to re-execute said agreement.

10. HOLD HARMLESS

A. Regarding the operations and responsibilities concerning this Agreement, the _____ further covenants and agrees to indemnify, defend and hold harmless the County of Onondaga, its officers, agents and employees from and against any and all loss or expense that may arise by reason of claims, costs, damages, suits, actions, judgments, enforcement proceedings, liability for penalties and/or compliance costs, injury or death, or for invasion of personal or property rights, of every name and nature, and whether causal or continuing trespass or nuisance, and any other claim for damages arising at law

and equity alleged to have been caused or sustained in whole or in part by or because of any omission of duty, negligence or wrongful act on the part of the _____, its employees or agents, or because of any joint omission of duty, negligence or wrongful act on the part of the _____ and the County, their officers, agents or employees in connection with this Agreement.

B. (i) In the event that liability, penalties and costs are sought to be imposed upon the County by reason of an enforcement action, whether brought by or on behalf of a State or Federal regulatory agency or a third party, the _____'s obligation to hold the County harmless shall be binding regardless of fault on the part of the _____ unless it is established in a separate and subsequent proceeding that such liability is due solely to the failure on the part of the County to furnish one or more of the services that the County has agreed to furnish pursuant to this agreement.

(ii) Upon receipt of notification of a notice of claim, notice of hearing or actual claim by a governmental entity or third party the County, within twenty (20) business days of receiving said claim shall provide the _____ with notice and a copy thereof. Upon receipt of said notice the _____ shall immediately notify the enforcing authority or claimant that, pursuant to this Agreement the _____ is the real party in interest and shall procure a stipulation dismissing or move to have the County dismissed as a party. The _____ shall assume the defense of said action and shall thereafter keep the County regularly apprised of its course and/or disposition.

11. INSURANCE

A. Except as may otherwise be agreed to in writing between the respective risk managers for the parties here to and approved in writing by the County Executive and the Chief Executive Officer for ---, , the following insurance provisions shall be applicable to this agreement.

(I) ----- shall purchase and maintain insurance of the types and coverages set forth in Section (B), below, written on an occurrence basis, reasonably acceptable to the COUNTY and which will provide primary liability coverage to ----- and WITH THE COUNTY NAMED AS AN ADDITIONAL INSURED for claims which may arise out of or result from -----'s operations under this Agreement, including without limitation.

(II) All policies shall be written so that the COUNTY will be notified of cancellation or restrictive amendment at least thirty (30) days prior to the effective date of such cancellation or amendment. Certificates or insurance from the carrier, or their authorized agent, with the appropriate additional insured endorsement attached showing the COUNTY as additional insured and stating the limits of liability, expiration date which are acceptable to the COUNTY of

Onondaga shall be filed with and accepted by the COUNTY before operations are begun. The intent is that this insurance, with the COUNTY being named as additional insured, is to be primary over and above the COUNTY'S own general liability coverage.

(III) Each policy of insurance required under the Service Agreement shall be issued by an A-rated Class X (according to Best's General Ratings) insurance company authorized by the State of New York to issue such policy in this State, shall be in form and content satisfactory to the COUNTY and shall provide that the coverages afforded under the policies will not expire and/or non-renew, be reduced or restricted in coverage, or canceled for any reason until at least thirty (30) days' prior written notice has been given by certified mail to the respective counsels for the COUNTY by the issuing insurance company. In the event the -----'S insurance coverages expire or are changed or canceled during the course of this Agreement, THE COUNTY may elect to suspend performance until such time as the ----- has demonstrated compliance with these insurance requirements and reinstatement of the required coverages. In addition to any other provision, ----- shall make no claim for Force Majeure or damages if performance is suspended or this AGREEMENT is terminated pursuant to this provision.

(IV) Should the ----- fail to demonstrate compliance with these insurance requirements within thirty (30) days after the effective date of any expiration, non-complying change or cancellation, the COUNTY may elect to terminate this Agreement in accordance with the termination and default provisions of this Agreement.

(V) All liability insurance required by this Agreement shall be maintained in force during the term of this Agreement, except as otherwise agreed to by the COUNTY upon a showing of good cause by the -----.

(VI) Failure of the ----- to procure or maintain any of the insurance coverages required herein shall not relieve the ----- from any liability under the Service Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations or indemnification responsibilities of the ----- , as may be stated elsewhere in the Service Agreement.

B. The kinds of insurance required to be procured and maintained by the ----- (in addition to any coverage required by other sections of the Service Agreement), shall be as follows:

(I) Comprehensive general liability Insurance containing the following kinds of coverage and naming the ----- as the insured and the THE COUNTY as additional insured:

(a) Premises operations Insurance providing coverage for legal liability and expenses for bodily injury and property damage arising out of or resulting from the operations in connection with this Agreement.

III() Comprehensive automobile liability Insurance, naming the ----- as the named insured and the THE COUNTY as an additional insured, providing coverage for legal liability and expenses for bodily injury and property damage arising out of the ownership, maintenance, operation, use, loading or unloading of owned, non-owned, and hired automobiles.

C. Unless otherwise specifically required, the limits of all liability insurance to be procured by the ----- shall not be less than the following:

(I). For the ----- 'S comprehensive general liability and automobile liability:

Comprehensive General Liability ("CHL"): General liability Insurance including comprehensive form, premises-operations, products/completed operations, blanket broad form contractual, independent contractors, and broad form property damage coverage with minimum limits of not less than \$1 million (\$1,000,000.00) combined single limit for bodily injury and property damage.

Auto: The ----- also agrees to obtain and maintain automobile liability Insurance for owned, hired and non-owned vehicles with minimum limits of not less than \$1 million (\$1,000,000.00) combined single limit for bodily injury and property damage

Umbrella. An umbrella policy in the amount of \$10 million (\$10,000,000.00) is required. The THE COUNTY shall be added to the umbrella policy as additional insured (with respect to this project), and a certified copy of the umbrella policy (complete with the endorsements adding the THE COUNTY as additional insureds and providing thirty (30) days' notice to the THE COUNTY of change, cancellation or non-renewal) must be submitted along with the other insurance documents required herein.

12. CERTIFICATE OF INSURANCE

Prior to the rendering of services by the County pursuant to this Agreement, the ----- shall have furnished to the COUNTY ' Attorney the attached certificate of insurance to be filled out and signed by the insurance agent(s), which shall evidence all of the above requirements of insurance, including Workers Compensation and employers' liability insurance. Said certificate contains specific language so as to adequately advise the COUNTY of the ----- 'S compliance with the aforesaid requirements of insurance, including but not limited to specifically detailing the types, amount and duration of the insurance coverages and verifying that the issuing company(ies) endorsed such policies as herein above required so as TO INCLUDE THE COUNTY AS ADDITIONAL INSUREDS, and to notify the COUNTY of any change diminishing coverage, limits, cancellation or non-renewal of the insurance policies. Upon any and all renewals of the subject insurances during the duration of this contract, a new certificate of insurance shall immediately be sent to the certificate of insurance holder, the Onondaga County Attorney. . THE ATTACHED CERTIFICATE OF INSURANCE IS THE ONLY FORM ACCEPTABLE TO THE COUNTY.

13. LICENSES AND PERMITS

The ----- hereby agrees that it will obtain at its own expense all licenses or permits for any work performed under this contract, or otherwise required by this agreement, if any are necessary, prior to the execution of this Agreement.

14.. SEVERABILITY

. If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and every other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law unless the term held to be invalid or unenforceable, impairs the ability of the County and/or ----- to provide one or more services or derive a benefit from the Agreement that represents an essential basis for having entered into the Agreement. .

15. CLAUSES REQUIRED BY LAW

The parties hereto understand and agree that each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein, and if through mistake or inadvertence such provision is not inserted, said clause shall be deemed to have been inserted and shall have the full force and effect of law.

16. AUTHORITY

Each party hereby covenants that it has the requisite legal authority to enter into this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and their respective seals to be hereunto affixed by their duly authorized officers and day and year first above written.

----- OF -----

IN PRESENCE OF:

By: _____

COUNTY OF ONONDAGA

By: _____

INTERMUNICIPAL AGREEMENT
BETWEEN

The _____ of _____ on Behalf of

and

The County of Onondaga

(ACKNOWLEDGMENT OF ----- OF -----)

STATE OF NEW YORK)
COUNTY OF Onondaga) ss.:

On the _____ day of _____, 2014 before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signatures on the instrument, the individuals, or the persons upon behalf of which the individuals acted, executed the instrument.

Notary Public

(ACKNOWLEDGMENT OF COUNTY OF ONONDAGA)

STATE OF NEW YORK
COUNTY OF ONONDAGA) ss.:

On the _____ day of _____, 2014 before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signatures on the instrument, the individuals, or the persons upon behalf of which the individuals acted, executed the instrument.

Notary Public

Memo

To: Supervisor, Town Board
Date: January 10, 2014
Subject: General Code to scan Zoning and Planning documents
Re: TBM: January 22, 2014

Three (3) quotes were received for scanning the documents in the Zoning/Planning Department. Therefore, per the recommendation of Bernie English and Richard Hooper please consider the approval for General Code to scan Zoning and Planning department documents (said monies will be paid for via the NYS Archival Grant – not to exceed \$36,778) and for the Supervisor to execute said contract. General Code is the present vendor for the Muncity software program in the Zoning/Planning Office.