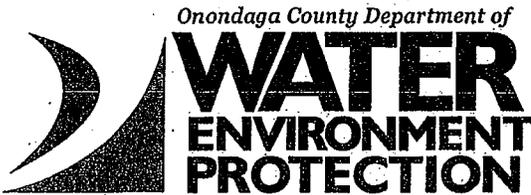


**May 7, 2020**  
**Town Board Meeting**  
**Agenda Attachments**

**Agenda Item A**



J. Ryan McMahon, II, County Executive  
Frank M. Mento, P.E., Commissioner  
650 Hiawatha Blvd. West  
Syracuse, NY 13204-1194  
(315) 435-2260 or (315) 435-6820  
FAX (315) 435-5023  
<http://www.ongov.net/wep>

March 24, 2020

Hon. Robert Wicks, Supervisor  
Town of Lysander  
8220 Loop Road  
Baldwinsville, NY 13027

**Re: Sanitary Sewer/Pump Station Operation & Maintenance Charges**

Dear Supervisor Wicks:

Enclosed is an Intermunicipal Agreement with Onondaga County to provide maintenance services of public sanitary sewers, pump stations and treatment facilities on behalf of the Town of Lysander and in accordance with Local Law 1-2011. Please sign where indicated and return to me at the above address. An executed agreement will be returned for your files.

In addition, please submit updated insurance certificates for General, Auto and Umbrella coverages for our files.

As a reminder, services performed in 2020 will be billed in 2021, due and payable on 1/31/2022.

If you have any questions, please feel free to contact me at the above address or Chris Deitman at (315) 435-5402, ext. 202.

Sincerely,

ONONDAGA COUNTY DEPARTMENT OF  
WATER ENVIRONMENT PROTECTION

A handwritten signature in cursive script that reads "Mary Gates".

Mary Gates  
Administrative Assistant

cc: Chris Deitman

enclosure

UNITED  
IN WATER

## INTERMUNICIPAL WASTEWATER AGREEMENT

**THIS AGREEMENT** made the \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the COUNTY OF ONONDAGA, having its principal offices at 421 Montgomery Street, Syracuse, New York 13202 (the "County"), and the Town of Lysander having its principal offices at 8220 Loop Road, Baldwinsville, New York 13027 (the "Municipality"); and

**WHEREAS**, the Onondaga County Sanitary District ("the District") owns, operates and maintains an extensive network of trunk and interceptor sewers and treatment plants within the territorial jurisdiction of the District; and

**WHEREAS**, the District's ability to effectively manage the District sewer system is affected by the proper maintenance of tributary sewer systems owned and operated by municipalities within the District that collect sewage and other wastewater and discharge it to District-owned facilities; and

**WHEREAS**, the introduction of large volumes of stormwater into the sanitary sewer system during periods of wet weather can result in sanitary sewer overflows ("SSOs") and combined sewer overflows ("CSOs") and the release into the environment of untreated sewage and can also result in basement backups and other undesirable consequences that may be detrimental to public health, the public convenience, and/or may result in creation of nuisance conditions if not addressed; and

**WHEREAS**, the aforesaid conditions may also result from lack of routine maintenance, repair, replacement, or upgrades to meet demands for increased capacity; and

**WHEREAS**, cooperation in supplying service between municipalities is authorized and encouraged by Articles 5-G and 6 of the General Municipal Law; and

**WHEREAS**, Section 21 of Local Law No. 1 of 2011 authorizes the County Executive of Onondaga County (the "County Executive") to enter into agreements to assure that maintenance and operation of public sewers owned by municipalities within the District conform to the provisions of said Local Law; and

**WHEREAS**, ordinarily the towns and villages within the County do not have the personnel, equipment and materials necessary for the maintenance of their public sewers, pumping stations and sewage treatment plants; and

**WHEREAS**, the County through its Department of Water Environment Protection ("OCDWEP") has the required personnel, equipment and materials for the maintenance of public sewers, pumping stations and sewage treatment plants; and

**WHEREAS**, it will be for the joint benefit of the County and the Municipality to contract for the provision of said service so that all publicly-owned sewers within the County are maintained in a manner that promotes, to the maximum extent possible, a high level of capacity and effective operation; and

NOW, THEREFORE, the parties hereto do mutually agree as follows:

## 1. CANCELLATION AND WAIVER OF NOTICE

This Agreement supersedes all prior contracts between the parties hereto for the same services provided for herein. By mutual consent of the parties, any and all requirements as to notice of intention to terminate said prior contracts is hereby waived, and all such prior contracts are hereby cancelled in their entirety effective the date of execution by the County Executive of this Agreement, reserving, however, to the County any claims for services rendered to the Municipality prior to the execution of this Agreement.

## 2. DEFINITIONS

The following words (and plurals thereof) and phrases shall have the meanings set forth herein unless the context in which they appear warrants that a different meaning be given:

- *Agreement*: this Intermunicipal Wastewater Agreement.
- *Backwater valve*: a device or valve installed in the building drain or sewer pipe where a sewer is subject to backflow.
- *Certification of inspection*: a written statement from a certified building inspector, licensed plumber, professional engineer, or plumbing inspector employed by OCDWEP Division of Plumbing, setting forth the existing conditions of: (i) a previously occupied existing house, building or property used for human occupancy, employment, recreation, manufacturing, commercial or other purposes; and (ii) new construction or substantial reconstruction describing with specificity the condition of the roof drains, sump pump, or other prohibited stormwater or groundwater connections or sources of inflow or infiltration found, or the lack thereof, as set forth in Sections 6, 7 and 8 of Local Law No. 1 of 2011.
- *County*: the County of Onondaga.
- *County Executive*: the County Executive of the County of Onondaga.
- *District treatment facilities*: The wastewater treatment plants and associated interceptor sewers, trunk sewers, pump stations and related facilities owned by the District.
- *Effective date*: the date on which this Agreement is fully executed by the parties.
- *Flow meter*: a device that measures the flow rate and volume of sanitary sewage and provides a record of the flow data on a continuous basis.

- *Footer drain, drain tile, sub-building drain:* those portion(s) of a drainage system that collect subsurface water and convey such water to a place of disposal.
- *I&I:* inflow and infiltration, as defined below.
- *Infiltration:* water entering a sewer system, including sewer service connections, from the ground through such means as, but not limited to, defective pipes, pipe joints, connections, or manhole walls. Infiltration does not include, and is distinguished from, inflow.
- *Inflow:* water discharged into a sewer system, including service connections from such sources as, but not limited to, roof leaders, cellars, yards, and area drains, cooling water discharges, drains from springs and swampy areas, manhole covers, cross-connections from storm sewers, catch basins, storm waters, surface run-off, street wash waters or drainage. Inflow does not include, and is distinguished from, infiltration.
- *Metrics:* measurements of system performance that form a basis for district recommendations, decisions or actions.
- *NYSDEC:* the New York State Department of Environmental Conservation.
- *Maintenance:* the term "maintenance" as used in this Agreement shall be limited to the services to be provided by OCDWEP as specifically enumerated in this Agreement. The term "maintenance" as used in this Agreement shall not include repair, reconstruction, replacement or construction of any sewer, pump station or other facility or device owned by the Municipality and used for collection, conveyance storage or other activity related to collection, pumping, transportation, storage or treatment of wastewater and/or stormwater.
- *OCDWEP:* the Onondaga County Department of Water Environment Protection.
- *Offset plan:* a plan that establishes a program to ensure the flow, in one or more segments of the publicly-owned treatment works exceeding its hydraulic or organic capacity, expected from, or contributed by, any new connection to the County interceptor sewers and public sewers tributary thereto is offset by the removal of infiltration and/or inflow, in that segment, in an amount fixed by the Commissioner of OCDWEP.
- *Party or parties:* one or more of the municipalities signing this Agreement with the County.
- *Persistent maintenance:* a defect or deficiency that results in greater than four (4) alarm responses in a calendar year or results in regular maintenance greater than once per month or the defect results in a reportable sanitary

sewer overflow.

- *Project sponsor/project applicant:* any person who proposes to fund, approve or undertake a project in the District.
- *Public sewer:* a sewer in which all owners of abutting properties have equal rights and which is owned, controlled, operated and maintained by the Municipality.
- *Service area:* one or more areas located on whole or in part within a party's or parties' jurisdiction that are delineated as such on the map annexed to this Agreement as "Exhibit A".
- *SPDES permit:* State Pollutant Discharge Elimination System Permit issued by the New York State Department of Environmental Conservation.
- *Substantial reconstruction:* the alteration through remodeling or expansion or other changes made to an existing structure that includes modifications to its wastewater and/or stormwater systems which change its size and/or intended uses in ways that materially increase or is likely to materially increase wastewater and/or stormwater flow.
- *Sump pump:* a mechanism used for removing water or wastewater from a sump or wet well; it may be energized by air, water, steam, or electric motor; ejectors and submerged centrifugal pumps, either float or manually controlled, are often used for the purpose.

### 3. TERM

The term of this Agreement shall commence on January 1, 2020 and shall continue until December 31, 2020, unless cancelled with or without cause by either party hereto at any time upon thirty (30) days' written notice of the intention to so cancel.

### 4. SCOPE OF SERVICES

Pursuant to Local Law No. 1 of 2011, the Onondaga County Legislature established a Capacity Maintenance, Operation and Management Program within the District. An objective of said Local Law is to assure that the capacity of District Treatment Facilities to convey and treat sanitary waste is preserved by reducing, to the maximum extent practical, excessive inflow and infiltration. An objective of this Agreement is to provide the Municipality with the information necessary to enable the Municipality to operate and maintain its municipally-owned system in compliance with the requirements of Local Law No. 1 of 2011 in the most cost effective manner. Consistent with this objective, the County shall provide the following maintenance services:

## **A. Sewer**

- Vacuum flushing
- Root removal (main line/publicly-owned lateral)
- Grease removal
- CCTV inspection (main line)
- Lateral inspection (as requested)
- Lateral blockage removal (does not include lateral repair)
- Main line blockage removal (grit, grease, roots and rocks) but which does not include repair or replacement of bad joints or failed lines (Maintenance work includes bucket machines, sewer snakes and jet flushing)
- Manhole repair
  - Includes ring and cover replacement or reset (new ring and cover to be purchased by owner)
  - Raising to grade
  - Installation of bricks, riser rings and parging (does not include barrel section replacement)
  - Bench wall repair (does not include repair or replacement of structures)
  - Installation of water tight covers and rain dishes
- Infrastructure inspection
- Management of maintenance records

## **B. Pump Station**

- Weekly inspections (reduced frequency available upon owner's request)
- Quarterly vacuum flush – increased frequency as required
- Pump Repair – limited to County capabilities
- Pump replacement \*
- Emergency generator maintenance
- Instrumentation repair and replacement \*
- Electrical periodic maintenance
- Mechanical piping repair and replacement \*
- Alarm monitoring
- Emergency response (first responders until emergency contractor mobilizes)
- Snow removal, lawn maintenance, E-911 compliance, painting as required and driveway maintenance (does not include paving)
- Management of records
- Coordination with owner's engineer

\* Equipment and materials with an aggregate cost of greater than \$500 will need to be procured by the owner.

## **C. Underground Facility Location**

- Location of underground facilities

- Response to emergency underground dig safely tickets
- Record tickets

**D. Emergency Services\***

- Emergency generator deployment
- Bypass pump deployment
- Tanker service
- 24-hour dispatch

\* Bypass pumping and generator installation will be conducted until the owner procures emergency contractor services, or 24 hours, whichever comes first.

**E. Reporting Assistance**

- Reporting of sanitary sewer overflow to NYSDEC to comply with current regulations
- Assistance to owner's engineer with data, mapping and facility documentation

**F. Other Services**

- Other services are available if requested in writing by the owner and accepted by OCDWEP. These services include:
- \_\_\_\_\_
- \_\_\_\_\_

**5. COMPENSATION FOR MAINTENANCE SERVICES**

The Municipality hereby agrees to pay the County for all such work, labor, services rendered and materials furnished in the maintenance of said public sewers, pumping stations and sewage treatment plants, such sum or sums duly documented and invoiced by OCDWEP to the Municipality for services rendered. Such billing shall reflect the actual costs and expenses incurred by OCDWEP, including the cost of workers' compensation and employers' liability insurance and comprehensive general liability insurance. Payment shall be due from the Municipality by January 31<sup>st</sup> of the following year after the rendering of a proper itemized bill therefor.

**6. INFLOW AND INFILTRATION ("I&I") REDUCTION AND CORRECTION OF PERSISTENT MAINTENANCE PROBLEMS**

**A.** Inflow and Infiltration Reduction: The function and purpose of a sanitary sewer is to convey sanitary flow to a treatment plant. I&I must be minimized as these extraneous flows of groundwater, stormwater and other sources of surface and/or unpolluted cooling water reduce the capacity of the sewer system to transport wastewater. The Municipality

agrees that it will search for sources of excessive I&I and promptly address any I&I within the Municipality's system upon discovery or notification.

- B. **Persistent Maintenance:** The Municipality agrees that it will promptly correct, repair or replace any aspect of the Municipality's system that is identified to it by the County as needing "persistent maintenance" as that term is defined in this Agreement.

Within the limits of its statutory authority, the County will work with the Municipality to identify and pursue sources of financial assistance to finance implementation of recommended strategies and actions to correct sources of "persistent maintenance" if it appears that the aggregate costs for such corrective action is significant and not the result of prolonged deferral of routine maintenance, but nothing contained herein is intended to relieve the Municipality of its obligation to implement corrective action.

**7. RIGHT OF ACCESS, DUTY TO COOPERATE, DEFENSE AND HOLD HARMLESS**

- A. The Municipality herein certifies to the County that, as to any public sewers, pumping stations and sewage treatment plants or part thereof covered by this Agreement, the Municipality is the owner and operator and herein grants to the County the right to enter upon all lands which said public sewers, pumping stations and sewage treatment plants, or part thereof, are located for the maintenance of the public sewers, pumping stations and sewage treatment plants as provided for herein. Further, the Municipality herein agrees to save harmless the County from any and all claims by third parties whatsoever which may arise out of the County entering onto lands where such public sewers, pumping stations and sewage treatment plants, or part thereof, are located for the purpose of maintenance thereon.
- B. By entering into this Agreement, the Municipality certifies that it shall fully cooperate with the County in all aspects of wastewater collection and treatment, including implementing and complying with all aspects of the SPDES permit issued by the NYSDEC to the County setting forth obligations for elimination or minimization of combined and/or sanitary sewer overflows, reduction of I&I, capacity management, operations and maintenance requirements and reporting requirements within the Municipally-owned system covered by this Agreement. Nothing contained in this Agreement is intended to, nor shall it be construed or represented to be an agreement by the County to implement or secure compliance with the Municipality's obligations to repair, replace, construct, reconstruct or otherwise upgrade its system. The Municipality further agrees to assist the County in implementing the provisions of Local Law No. 1 of 2011 and all applicable Onondaga County Rules and Regulations Relating to the Use of the Public Sewer System, including without limitation, prohibited discharges and uses set forth at Article III of the Rules and Regulations

Related to the Use of the Public Sewer System, and all future modifications or amendments thereto.

- C. To the extent not otherwise encompassed by paragraphs A and B of this provision, the Municipality further covenants and agrees to indemnify, defend and hold harmless the County, its officers, agents and employees from and against any and all loss or expense that may arise by reason of liability for damage, injury or death, or for invasion of personal or property rights, of every name and nature, and whether casual or continuing trespass or nuisance and any other claim for damages arising out of ownership or existence of public sewers, pumping stations and sewage treatment plants.
- D. The County covenants and agrees to indemnify, defend and hold harmless the Municipality, its officers, agents and employees from and against any and all loss or expense that may arise by reason of liability for damage, injury or death, or for invasion of personal or property rights, of every name and nature, and whether casual or continuing trespass or nuisance and any other claim for damages arising out of service and maintenance of the public sewers, pumping stations and sewage treatment plants owned by the Municipality, to the extent that such loss is caused solely by the negligence or gross negligence on the part of the County and its employees.
- E. The provisions of Paragraphs A through C of this Section shall survive termination or expiration of this Agreement.
- F. The Municipality agrees to obtain and maintain general liability insurance including comprehensive form, premises-operations, broad form contractual environmental liability coverage with minimum limits of not less than five million dollars (\$5,000,000) combined single limit for bodily injury and property damage. The required insurance policies shall be endorsed to include Onondaga County as an additional insured. Also, the policies will include a provision that the issuing company(ies) will notify the certificate of insurance holder, which shall be the Onondaga County Attorney located in the Department of Law, Civic Center 10th Floor, 421 Montgomery Street, Syracuse, New York 13202, by certified mail thirty (30) days prior to any change diminishing coverage, limits, cancellation or non-renewal of the insurance policies. For the duration of this Agreement, the issuing company(ies) shall notify the certificate of insurance holder upon renewal of the policies.
- G. The County agrees to obtain and maintain sufficient comprehensive general liability insurance to cover the County's responsibilities in the above-stated hold harmless clause.

#### 8. CERTIFICATE OF INSURANCE

The Municipality shall furnish to the Onondaga County Attorney a certificate of

insurance which shall evidence all of the above requirements of insurance. Said certificate must contain specific language so as to adequately advise the County of the Municipality'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 hereinabove required so as to include Onondaga County as an additional insured and to notify the County Attorney 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 Agreement, a new certificate of insurance shall immediately be sent to the certificate of insurance holder, the Onondaga County Attorney.

**9. STATUTORY COMPLIANCE**

In acceptance of this Agreement, the Municipality covenants and agrees to comply in all respects with all federal, state and county laws which pertain hereto regarding services for municipal corporations including but not limited to workers' compensation and employers' liability insurance, hours of employment, wages, human rights, and state and federal environmental laws, and their common law counterparts.

**10. CONFLICT OF INTEREST**

The Municipality hereby covenants and agrees that there is no member of the Onondaga County Legislature or other County officer or employee forbidden by law to be interested in this Agreement directly or indirectly who will benefit therefrom.

**11. LICENSES AND PERMITS**

The Municipality hereby agrees that it will obtain at its own expense all licenses or permits for the work performed under this Agreement, if any are necessary, prior to the commencement of work.

**12. CONTRACT MODIFICATIONS**

This Agreement represents the entire and integrated agreement between the County and the Municipality and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement may be amended only by written instrument signed by both the County Executive and the Municipality.

**13. 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.



**Exhibit B**  
**Onondaga County Water Environment Protection**  
**Matrix for Sanitary Sewer Offsets**

The Following Criteria will be utilized for separate sanitary sewer areas within the Onondaga County Consolidated Sanitary District that will require offsets.

- 1) Service areas currently under consent order by New York State Department of Environmental Conservation.
- 2) Service areas subject to wet weather Sanitary Sewer Overflows (SSOs). This is inclusive of SSO's that are due to either pumped or gravity overflows.
- 3) Service areas that exceed four times their three year average base flow during wet weather events.

This criterion is to be utilized for all pump stations, treatment facilities and sewers regardless of ownership.

As such the following facilities (trunk sewer, pumping station and treatment plant) are affected by wet weather driven criterion that meet the matrix as set forth above and their corresponding tributary service areas will be deemed to require a minimum offset plan of a one to one (1:1) ratio for added sewer flows as outlined in section 20.

*Capacity Constraints Section B. of Local Law No. 1, 2011.*

**Facilities Requiring Offset Plans**

- Westside Pumping Station service area
- Ley Creek Pumping Station service area
- Meadow Brook Wastewater Treatment Plant service area
- Davis Road Pumping Station service area
- Liverpool Pumping Station service area
- Electronics Park Trunk Sewer Area

**Exhibit B**  
**Table 1 Partial List of Available Offset Credits**

<b>Infiltration</b>			
<b>Problem Type</b>	<b>Contribution (gpm)</b>	<b>Reference</b>	
<b>Manholes</b>	Barrel Section Leak-- Paved Areas	Heavy – 1,584 gpd Moderate – 935 gpd Minor- 390 gpd	A.S.C.E Manual of Practice No. 92
	Barrel Section Leaks - Unpaved Areas	Heavy – 6,625 gpd Moderate – 3,310 gpd Minor-1,585 gpd	A.S.C.E Manual of Practice No. 92
	Low Lying Manholes surface inflow or infiltration.	5,760 gpd	Value approved by the NYSDEC For Erie County Division of Sewerage Management
<b>Sewer Lining, Replacement or Rehabilitation</b>	To be determined on a case by case basis based on C.C.T.V. or flow monitoring.		
<b>Lateral Repair or Replacement</b>	500 gpd		
<b>* Roof Leader Disconnection</b>	(Area of roof ft.) x 0.62 = gpd credit		
<b>Other I/I Reduction Projects</b>	To be determined on a case by case basis		

\* Based on 1 year 2 hour return frequency rainfall = 1 inch of rain.

*Updated: 2/12/20*

**Agenda Item B**

# *Lysander public safety committee*

8435 Loop Road  
Baldwinsville, New York 13027  
Phone: (315) 635-5136  
Fax: (315) 635-1024

February 20, 2020

To: Participants in Municipal Cooperative Agreement

From: Kit Thompson, Secretary  
Lysander Public Safety Committee

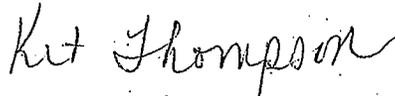
Re: Municipal Cooperative Agreement

According to Town Law, our Municipal Cooperative Agreement must be renewed every five (5) years. Accordingly, we are attaching a copy of the new agreement.

Please note that this agreement must be voted on by your governing body, signed and returned. Also, please note the section regarding the Certificate of Insurance. A quick call to your insurance agent and they will send the certificate. The certificate can be faxed to the Belgium Cold Springs Station #1 at 635-1024 or e-mailed to [bcsfdist@twcnny.rr.com](mailto:bcsfdist@twcnny.rr.com).

If you have any questions, please feel free to contact Tom Perkins, Chairman of the Lysander Public Safety Committee or contact Kit Thompson at Belgium Cold Springs at 315-575-2455 or [kthompson@bcsgfd.org](mailto:kthompson@bcsgfd.org)

Very truly yours,



Kit Thompson, Secretary

MUNICIPAL COOPERATIVE AGREEMENT  
LYSANDER PUBLIC SAFETY C.O.D.E.S.

Participants: Belgium Cold Springs Fire District  
Cody Fire District  
Lakeside Fire District  
North West Fire District  
Plainville Fire District  
Seneca River Fire District

Town of Lysander

GBAC – Greater Baldwinsville Ambulance Corps  
Phoenix Fire Department

Purpose: To provide funding and procedure for management of the Lysander Public Safety Council of Departments Educational Services (C.O.D.E.S.). C.O.D.E.S. was founded by the Lysander Public Safety Committee, and created to improve communication and performance of Fire Departments in the Town of Lysander. The Lysander Public Safety C.O.D.E.S. project extends beyond the borders of the Town of Lysander in servicing students of the Baldwinsville School District. Fire Departments/Districts may be involved who do not protect areas in the Town of Lysander and have students in the Baldwinsville School District.

The Lysander Public Safety C.O.D.E.S. program provides fire prevention education to students in the Baldwinsville School District and has expanded to include programs in safety, EMS, recruitment, retention, Baker High School Fire EMS Program, Engine 91 and cooperative firefighter education.

Revenues: Fire Districts and Fire Departments involved will voluntarily contribute funds to sustain the activities managed by the Lysander Public Safety C.O.D.E.S. program. Activities will be approved by the Lysander Public Safety C.O.D.E.S. Committee, which is comprised of representatives from each participating Fire Districts and Fire Departments. Contributions can be made based on budget or expected impact of Lysander Public Safety C.O.D.E.S. activities on the respective Fire District or Fire Department.

#### Funds Management:

The fiscal officer (Treasurer) of the Belgium Cold Springs Fire District shall have custody of the funds. Funds will be deposited in a separate account identified as C.O.D.E.S. with Belgium Cold Springs Fire District as caretaker of the funds.

All moneys contributed by participating Fire Districts or Fire Departments will be deposited directly into the C.O.D.E.S. bank account. Expenditures will be approved by requisition signed by the Chairman or Co-Chairman and the Secretary. The name of Belgium Cold Springs Fire District, along with C.O.D.E.S. identification shall appear on the check for the Sales Tax and State Bidding purposes.

Financial reports will be made available monthly to the Lysander Public Safety C.O.D.E.S. meeting and at the regular monthly meeting of the Belgium Cold Springs Fire District.

#### Records Management:

The Treasurer of the Belgium Cold Springs Fire District has custody of the funds. It is consistent that the Belgium Cold Springs Fire District has custody of the official records related to this Municipal Cooperative agreement. This will also apply to the custody of the Certificates of Insurance from each participant.

#### Purchasing Procedure:

A Chairperson of Lysander Public Safety C.O.D.E.S. will approve expenditures. The requisition, signed by a Chairperson and the Secretary will be forwarded to the Belgium Cold Springs Fire District for processing. Purchasing will follow procedures outlined for Fire Districts in New York State.

#### Voting Procedure:

Each Fire District or Fire Department will have one vote in decisions of importance, or at request of those present at a given meeting.

#### Resolution of difficulties:

The participants shall make every effort to resolve problems on their own. If difficulties cannot be resolved, the problems will be reviewed and handled at the Lysander Public Safety Committee C.O.D.E.S. meeting.

#### Gifts, Grants, etc:

Gifts, grants, and other income will be accepted by Lysander Public Safety C.O.D.E.S. and deposited directly into the C.O.D.E.S. bank account in the custody of Belgium Cold Springs Fire District Fiscal Officer.

Insurance: Lysander Public Safety C.O.D.E.S. does not have Liability Insurance. Each participating Fire District or Fire Department shall furnish a Certificate of Insurance showing at least One Million dollars (\$1,000,000) of General Liability/Professional Liability. This coverage with effective dates will have Lysander Public Safety C.O.D.E.S. as additional insured (certificate holder).

Duration and Amendment of this agreement:

The duration of this agreement will be for 5 years. At the end of 5 years (2025), the agreement will be reviewed or amended and presented to the participants for renewal. If any amendment is necessary prior to the 5 year renewal, copies of the amendment shall be distributed to all participants for approval. Approval of the original agreement or amendments shall be by a majority vote of its governing body. Copies of the approved agreement must be filed with the Secretary of the Belgium Cold Springs Fire District.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the governing body of the

\_\_\_\_\_  
Participant

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print name

Return to: Belgium Cold Springs Fire District  
8435 Loop Road  
Baldwinsville, New York 13027

Enclose current certificate of insurance with Lysander Public Safety (C.O.D.E.S) as additional insured (certificate holder)

Adoption date \_\_\_\_\_

**Agenda Item C**

# Village of Baldwinsville

Office of Village Clerk  
16 West Genesee Street • Baldwinsville, NY 13027  
Office (315) 635-3521  
Fax (315) 635-9231

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RECEIVED

MAY 01 2020

SUPERVISOR'S OFFICE  
TOWN OF LYSANDER

April 29, 2020

Robert A. Wicks  
Town Supervisor  
Town of Lysander  
8220 Loop Road  
Baldwinsville, New York 13027

Re: Intermunicipal Cooperation Agreement

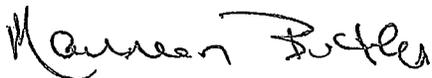
Dear Bob:

Attached please find one signed copy of the *Intermunicipal Cooperation Agreement* between the Towns of Lysander and the Village of Baldwinsville. This was approved at the village board meeting on Thursday, April 16, 2020.

Once signed, please return a copy to me.

If you have any questions, please feel free to contact me at 315-635-3521.

Sincerely,



Maureen Butler  
Village Clerk

Attach.

## INTERMUNICIPAL COOPERATION AGREEMENT

**THIS AGREEMENT** is made by and between Town of Lysander, hereinafter called the "Town," and the Village of Baldwinsville, hereinafter called the Village, both being municipal corporations in Onondaga County, New York.

**WHEREAS**, this agreement is made pursuant to General Municipal Law, Article 5-G; and New York State Highway Law §§ 142-b and 142-d; and

**WHEREAS**, it is in the interest of the taxpayers of the Town and the Village to share resources in the undertaking of public works and other municipal improvement projects and services; and

**WHEREAS**, each party hereto has certain highway, non-highway, specialty equipment and/or skilled personnel (including equipment operators) which may be available from time-to-time; and

**WHEREAS**, it is possible to make such equipment and/or personnel for use by others when it is in the public interest; and

**WHEREAS**, such cooperative efforts are generally of short duration, unanticipated and/or emergency situations; and

**WHEREAS**, it is expected that assistance, in whatever form, will be reciprocal and roughly equal over a period of time, and that the exchange and sharing of equipment and personnel will result in more cost effective work performance at minimal extra cost to either party; and

**WHEREAS**, flexibility in operating local governments and their public works programs is necessary to insure efficiency and maximum benefits; and

**WHEREAS**, each party has authorized their respective highway or public works superintendents and/or other appropriate department heads to act using their discretion pursuant to this Agreement; and

**WHEREAS**, general oversight by appropriate municipal officials will be accomplished through regular, periodic and annual reports by the appropriate department heads to their Town and Village Boards; and

WHEREAS, it is determined that while liability risks are inherent when undertaking public works and other construction or maintenance projects, no substantial additional risk is occasioned by crossing a municipal boundary line when assisting other municipalities pursuant to this agreement;

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. The Town and the Village believing it to be in the best interest of the taxpayers of the respective municipalities do hereby authorize intermunicipal cooperation and assistance with and between each other for the conduct of public works and other municipal improvement projects and services.
2. This authorization includes the periodic loaning, sharing and use of highway, non-highway and specialty equipment and personnel and/or equipment operators at the discretion of designated superintendents and/or other department heads on an as needed basis.
3. The term of this Agreement shall be from January 1, 2020 to December 31, 2020, renewed annually upon the mutual written consent of the parties intending to continue participation in this Agreement.

4. As used herein:

“LENDER” shall mean the party providing the machinery, tools, equipment and/or services.

“BORROWER” shall mean the party receiving the use of machinery, tools, equipment and/or services.

“EQUIPMENT” shall mean machinery, tools, equipment or services.

5. The BORROWER may pay to the LENDER a sum equal to the *[hourly/daily/weekly/monthly]* rate, as agreed, listed for the EQUIPMENT for the period of time said EQUIPMENT is used, plus labor costs if an operator for the EQUIPMENT is supplied, as that sum may be agreed upon by the respective representative of the other party involved. The LENDER shall submit to the BORROWER monthly certified invoices for payment. In the alternative, the parties may agree to dispense with the payment of a monetary consideration for the lending of EQUIPMENT; if the parties deem that the exchange of EQUIPMENT and/or Services amongst themselves is fair and adequate consideration.
6. Any party to this Agreement may withdraw from participation in this Agreement upon thirty (30) days' notice to the other party and all other parties to this Agreement

in which event this Agreement shall terminate and be of no further force or effect as to such withdrawing party.

7. The LENDER shall determine what, if any, EQUIPMENT may be available and the duration of use at the time of the request.
8. The LENDER, at its discretion, shall provide its employees to operate the EQUIPMENT to be lent.
9. The LENDER may refuse a request for EQUIPMENT based on the personnel and/or EQUIPMENT needs of the LENDER.
10. The LENDER shall provide Workers' Compensation Insurance coverage for its employees working for the BORROWER. Any claim arising from an injury to a LENDER'S employee while working for the BORROWER shall be treated in the same manner as if the employee was working for the LENDER.
11. The LENDER shall be liable for the negligence of its employees while working for any BORROWER in the same manner and extent as when the employees work for LENDER.
12. The LENDER shall be responsible to repair any damage to lent EQUIPMENT which occurs during BORROWER'S use, other than damage caused by BORROWER'S violation of the terms and conditions of this Agreement or by the negligence, recklessness or willful misconduct of third parties other than LENDER, including, without limitation, BORROWER, BORROWER'S officers, employees, contractors, agents or invitees, unless both BORROWER and LENDER agree in writing otherwise.
13. The BORROWER shall use the lent EQUIPMENT only for its intended purpose and in accordance with manufacturer' standards and instructions and applicable federal, state and local law, provide fuel, oil, lubrication and other materials required for the operation of the EQUIPMENT and, unless LENDER furnishes its employees to operate the lent EQUIPMENT the BORROWER shall provide qualified, trained personnel to operate the lent EQUIPMENT.
14. The BORROWER shall provide maintenance and protection of traffic services during the use of the lent EQUIPMENT to include as needed, installation of warning lights, barricades, and signs in accordance with the National Manual of Uniform Traffic Control Devices and the New York State Supplement.
15. The BORROWER shall release to LENDER the lent EQUIPMENT in the same condition and state of repair as it received it (ordinary wear and tear excepted)

immediately when no longer needed or if LENDER requests the return of such EQUIPMENT or its personnel.

16. BORROWER assumes liability for and agrees to defend (with legal counsel reasonably satisfactory to LENDER), indemnify and hold LENDER harmless for, from and against any and all claim for liability, loss, cost, expense or damage of every nature (including, without limitation, fines, forfeitures, penalties, settlements, and attorney's fees) by or to any person which directly or indirectly results from or pertains to the use, possession, operation of EQUIPMENT under this Agreement with the exception of gross negligence or willful misconduct on behalf of the LENDER.

17. As part of its obligation to indemnify and hold harmless its officers, agents and employees, as set forth above, the BORROWER agrees to obtain and maintain in full force and effect, for the term of this Agreement, insurance coverage as described above, naming the Lender as additional insured, or shall supply evidence of self-insurance satisfactory to the LENDER.

Dated: January \_\_, 2020

TOWN OF LYSANDER

By: \_\_\_\_\_  
Robert A. Wicks, Town Supervisor

Dated: January \_\_, 2020

VILLAGE OF BALDWINSVILLE

By:   
Richard Clarke, Mayor

**Agenda Item D**

# Village of Baldwinsville

Office of Village Clerk  
16 West Genesee Street • Baldwinsville, NY 13027  
Office (315) 635-3521  
Fax (315) 635-9231

RECEIVED

MAY 01 2020

SUPERVISOR'S OFFICE  
TOWN OF LYSANDER

April 29, 2020

Robert A. Wicks  
Town Supervisor  
Town of Lysander  
8220 Loop Road  
Baldwinsville, New York 13027

Re: Intermunicipal Agreement Re Shared Services of Code Enforcement Officers

Dear Bob:

Attached please find one signed copy of the *Intermunicipal Agreement re Shared Services of Code Enforcement Officers* between the towns of Lysander and Van Buren and the Village of Baldwinsville. This was approved at the village board meeting on Thursday, April 16, 2020.

Once signed, please return a copy to me.

If you have any questions, please feel free to contact me at 315-635-3521.

Sincerely,



Maureen Butler  
Village Clerk

Attach.

INTERMUNICIPAL AGREEMENT RE  
SHARED SERVICES OF CODE ENFORCEMENT OFFICERS

2020

THIS AGREEMENT, made and entered into this    day of April, ~~2000~~, between the VILLAGE OF BALDWINSVILLE, a municipal corporation of the State of New York, 16 West Genesee Street, Baldwinsville, New York 13027 ("Baldwinsville"), the TOWN OF LYSANDER, a municipal corporation of the State of New York, 8220 Loop Road, Baldwinsville, New York 13027 ("Lysander") and the TOWN OF VAN BUREN, a municipal corporation of the State of New York 7575 Van Buren Road, Baldwinsville, New York 13027 ("Van Buren").

WITNESSETH:

WHEREAS, Baldwinsville, Lysander and Van Buren have each enacted local laws to administer and enforce the New York State Fire Prevention and Building Code (the "Code") and their local Zoning and Building Codes, which Codes require the appointment of a Code Enforcement Officer ("CEO") to enforce the provisions of said Codes ("Code Services"), and

WHEREAS, the Boards of the Village of Baldwinsville and the Towns of Lysander and Van Buren have each appointed resident CEOs of their respective municipalities, but recognize that from time to time said CEO's may not be available to perform Code Services by reason of illness, emergency or absence from their municipality, and

WHEREAS, the Village Board of the Village of Baldwinsville, and the Town Boards of Lysander and Van Buren, pursuant to the provisions of General Municipal Law Section 119-o regarding mutual sharing plans, are desirous of joining together to provide the other municipality with a duly qualified and trained CEO to act when the CEO of their municipality is not available to provide the required Code Services.

NOW, THEREFORE, IT IS HEREBY AGREED, by the Village of Baldwinsville, and the Towns of Lysander and Van Buren as follows:

1. The Village of Baldwinsville, the Town of Lysander and the Town of Van Buren each agree to cooperate with each other in providing the Code

Services as needed in any of said municipalities when its CEO is unavailable to provide such services.

2. In providing the Code Services, the responding Village or Town will provide a duly trained and qualified CEO to the requesting Town or Village. Each responding CEO shall act as a replacement or acting CEO under the respective local Code.

3. Each party will respond to any need and request for the Code Services as soon as able.

4. Each municipal corporation shall:

(a) be responsible for injury to any of CEO providing cooperative services if it is a Workers' Compensation injury.

(b) pay its CEO as it would if the Code Services were being performed for the provider municipal corporation.

(c) be liable for negligence of its CEO occurring in the performance of his duties in the same manner and to the same extent as if the negligence occurred in the performance of said duties for the provider municipal corporation.

5. Baldwinsville, Lysander and Van Buren do each hereby agree to obtain and thereafter continue to keep in full force and effect general liability insurance, and public officers liability insurance relative to this Agreement during all phases of the performance of the various provisions to be performed herein.

6. The term of this Agreement shall be from the date of acceptance through to December 31, 2020, and shall be renewed automatically for additional terms of one (1) year each, unless either party shall notify the other, no later than sixty (60) days prior to the end of the term, of its election not to renew.

7. The Mayor and each Supervisor have executed this Agreement pursuant to a Resolution adopted by the Boards of their respective municipalities and are duly authorized and empowered to execute this instrument and enter into such an Agreement on behalf of the Village or Town. This instrument shall be

executed in multiple copies. At least one copy shall be permanently filed, after execution thereof, in the office of the Clerks of the Village of Baldwinsville and the Towns of Lysander and Van Buren.

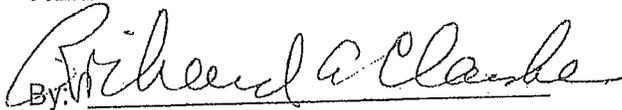
8. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

9. This Agreement represents the entire agreement of the parties and may not be modified or amended except in writing duly approved by each of the parties.

IN WITNESS WHEREOF, the parties hereto affix their hands and seals the dates set forth below.

Dated: April \_\_, 2020

VILLAGE OF BALDWINSVILLE

By:   
Richard Clarke, Mayor

Dated: April \_\_, 2020

TOWN OF LYSANDER

By: \_\_\_\_\_  
Robert A. Wicks, Town Supervisor

Dated: April \_\_, 2020

TOWN OF VAN BUREN

By: \_\_\_\_\_  
Claude E. Sykes, Town Supervisor

**Agenda Item E**

**BOARD OF TOWN OF LYSANDER**

**RESOLUTION AUTHORIZING SETTLEMENT  
REGARDING THE SEDGEWICK PROPERTIES PROCEEDINGS**

At a Regular Meeting of the Board of the Town of Lysander (the "Board"), in Onondaga County, New York, at \_\_\_\_\_ in the Town of Lysander, New York, on \_\_\_\_\_, 2020.

The meeting was called to order by the Board Supervisor and, upon roll being called, the following were:

**PRESENT:**

Upon the recommendation of the \_\_\_\_\_, the following resolution was offered by \_\_\_\_\_, who moved its adoption, seconded by \_\_\_\_\_, to wit:

WHEREAS, in 2012, 2013, 2014, 2016, 2017, 2018 and 2019, Petitioner Sedgewick Properties Associates, LLC ("Petitioner") commenced proceedings against the Town of Lysander Assessor, Board of Assessment Review of the Town of Lysander, Town of Lysander, and the Village of Baldwinsville, County of Onondaga, NY Assessor, seeking a reduction in the assessed value of property it owns in the Town of Lysander and within the boundaries of the Baldwinsville Central School District, which is identified as tax map parcels 003.-01-01.1 and 003.-03-01.0 (the "Properties"); and

WHEREAS, the Baldwinsville Central School District's Board of Education approved settlement with refunds; and

WHEREAS, the Board believes that settlement in this matter is in the best interest of the Town of Lysander.

NOW, THEREFORE, BE IT RESOLVED by the Board of the Town of Lysander as follows:

Section 1. The Board authorizes its attorneys to settle the tax assessment proceedings with Petitioner with Town of Lysander refunds not to exceed \$7,226.00 and for reduction of the assessed value of the property identified as tax map parcel 003.-03-01.0 pursuant to the proposed settlement in the table listed in the attached memo.

Section 2. The Town of Lysander Treasurer is authorized and permitted to pay refunds to Petitioner (or Petitioner's agent) in an amount not to exceed \$7,226.00 (subject to final audit), without further action of this Board.

Section 3. This resolution shall take effect immediately.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call, which resulted as follows:

Roman Diamond	Voting	Aye/Nay
Robert Geraci	Voting	Aye/Nay
Jeffrey Kudrauskas	Voting	Aye/Nay
Peter Moore	Voting	Aye/Nay
Robert Wicks	Voting	Aye/Nay

The resolution was thereupon declared duly adopted.

**CERTIFICATION**

I, \_\_\_\_\_, \_\_\_\_\_ of the Board of the Town of Lysander, Onondaga County, New York, DO HEREBY CERTIFY:

That I have compared the foregoing resolution of the Board of the Town of Lysander, adopted the \_\_\_\_ day of \_\_\_\_\_, 2020, with the original thereof in my office, and the same is a true and correct copy of said original and of the whole of said original so far as the same relates to the subject matters therein referred to, and

That all members of the Board of the Town of Lysander had due notice of said meeting, and

That, pursuant to § 103 of the Public Officers Law (Open Meeting Law), said meeting was open to the general public.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town of Lysander this \_\_ day of \_\_\_\_\_, 2020.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_