

December 19, 2019
Town Board Meeting
Agenda Attachments

Agenda Item "A"

Amendment to Zoning § 320-81. Cash In Lieu of Amenity or Bonus

- A. If the Town Board finds that a community benefit is not suitable on site or cannot be reasonably provided, the Town Board may require a cash payment in lieu of the provision of the amenity or bonus. These funds shall be placed in a trust fund to be used by the Town Board exclusively for amenities specified in these provisions. Payments shall be made by the applicant prior to the issuance of any permit or construction activities.

Amendment to Subdivision of Land § 270-9 (l)

If the Planning Board conditionally approves the final plat, the applicant is not entitled to immediately file the plat with the County Clerk but must first fulfill any conditions set forth by the Planning Board. Upon fulfillment of these conditions and the payment of all fees and deposits, including fees required by § 270-16A herein, the Chairman of the Planning Board, at the direction of the Board, may endorse the map and it may be filed.

Agenda Item "B"

DEPARTMENT: County Legislature

CONTRACT NO. # 31519

The County of Onondaga (County) and Town of Lysander (Contractor) at 8220 Loop Road, Baldwinsville, New York 13027, have entered into this agreement ("Agreement") and hereby agree:

Whereas, the Onondaga County Legislature has expressed its support, on a long term basis, for improving town infrastructure throughout Onondaga County as the efficiency of town infrastructure is inextricably linked to the County's potential for economic development;

Whereas, the Onondaga County Legislature has committed funds for use in connection with the County's goal of improving town infrastructure County-wide;

Whereas, town infrastructure improvement proposals have been solicited from towns by the County;

Whereas, such proposals have been reviewed and evaluated by a select County review committee;

Whereas, said select County review committee has identified those proposals most deserving of funding;

Whereas, the Contractor shall retain information and documentation necessary to demonstrate: its proposal has undergone the requisite review for compliance with the State Environmental Quality Review Act; and its proposal has been subject to the appropriate programmatic review;

Now Therefore, the County and the Contractor, based on the exchange of consideration which both parties deem sufficient, wish to enter into this Agreement pursuant to the terms and conditions set forth below:

STANDARD TERMS AND CONDITIONS

County's Standard Terms and Condition, attached hereto as Exhibit A, are hereby incorporated within and made a part of this Agreement, where such provisions include, among other things, obligations regarding defense, indemnification, together with an obligation to avoid conflicts of interest and provisions regarding early termination.

In the event of a conflict between the provisions of Exhibit A and the terms and conditions of this Agreement, this Agreement shall control.

County and Contractor agree that the following changes are to be made to County's Standard Terms and Conditions:

If Contractor is self-insured, Contractor may satisfy the general liability insurance requirements provided herein, by providing evidence in a form acceptable to the County's Division of Risk Management, that Contractor is a self-insured municipality with sufficient reserves to underwrite the insurance requirement. Further, Contractor shall cause any insurance provided by its contractors working on, maintaining, preserving, repairing and/or keeping the Project in good working order to also name Contractor as an additional insured. Contractor agreed to require its contractor(s) to provide a Comprehensive General Liability Insurance policy naming Contractor as an additional insured with minimum limits of not less than one million dollars (\$1,000,000.00) combined single limit for Bodily Injury and Property Damage. In addition, Contractor shall require its contractors to maintain workers compensation insurance and disability coverage, consistent with applicable law.

PROJECT SCOPE-USE OF GRANT FUNDS

This Agreement provides the terms and conditions for grant funding consistent with Resolution No. 009-2019 (infrastructure improvements and capital projects within towns) ("County Legislation") and Contractor's proposal ("Proposal"), regarding the Indian Springs Manor, Mott Road Reconstruction & Drainage Improvements ("Project"). The County Legislation and Proposal are each attached hereto and incorporated herein as Exhibits B and C, respectively. In

the event of a conflict between the provisions of Exhibits and the terms and conditions of this Agreement, this Agreement shall control.

The grant funding shall be for an amount not to exceed thirty thousand dollars (\$30,000.00), to be paid on a schedule specified in purchase orders issued by the County ("Grant Funds"). By accepting this Grant Funds from the County, Contractor agrees to use such funds in a manner consistent with this Agreement and only for those items specified within the Project. Contractor shall not spend the Grant Funds on anything other than the items described within the Project without prior written consent from the County, which consent may be given through the issuance of a notice to proceed (purchase order).

Contractor shall report directly to the Chairman of the Onondaga County Legislature, who is hereby designated as the point of contact to act on County's behalf in directing and reviewing Contractor's services.

Contractor shall maintain sufficient documentation to reasonably support the use of Grant Funds, consistent with the terms and conditions of this Agreement. Such documentation shall be promptly provided to County's designated point of contact upon request. County reserves the right to determine the sufficiency of such documentation.

To the extent practicable, deliverables are to be provided in an electronic format, unless otherwise directed by the County's designated point of contact.

TERM

The term of this Agreement shall commence on August 1, 2019 and shall expire on December 31, 2020, unless terminated earlier. The term of this Agreement may be extended for an additional six (6) months by mutual written consent of County and Contractor.

PURCHASE ORDERS (NOTICE TO PROCEED)

Contractor is not authorized to provide goods, equipment, services, or, in any other manner, commence work under this Agreement until and unless County issues a purchase order to Contractor for specific work (describing a phase, task, or deliverable). The purchase order constitutes notice to proceed. Contractor shall be limited to providing only the work specified on the purchase order and shall not incur costs or invoice County for amounts in excess of the purchase order. No oral modifications are permitted. One or more purchase orders may be needed to accomplish the work schedule set forth herein above.

Under this Agreement, work may be phased or otherwise delivered at specific times in connections with a developed work schedule. County may choose to issue supplemental task orders or directives as may be needed to implement such work plan. The use of such supplemental documents, if any, may be specified within the purchase order or statement of work.

In the event that Contractor reasonably anticipates costs or compensable work in excess of the dollar amounts authorized under a purchase order, Contractor shall promptly notify County and seek direction.

Further, no purchase order shall be issued where the work is reasonably anticipated to extend beyond the end of the term, as specified herein above. If it is reasonably anticipated that work shall extend beyond the end of the term, an extension in the form of an executed amendment should be in place, and Contractor shall promptly notify County and seek direction and County written consent.

Until such time as a purchase order is issued by County for specific work, following a certification within the County that funds are appropriated and available to support such work, County shall not have incurred a financial obligation under this Agreement for such work.

Each purchase order incorporates within it a set of terms and conditions, which terms and conditions are available at the Onondaga County Division of Purchase website (ongov.net/purchase/) and within the Supplier Portal. Such terms and conditions may be updated and revised from time to time. Any purchase order incorporates within it this Agreement, being the contract against which it is drawn.

MINI-BID PROCESS AMONG PRE-QUALIFIED VENDORS

Contractor does not have a right to receive work from County under this Agreement. Further, any work authorized by the issuance of a purchase order under this Agreement does not provide Contractor with a right to receive such work on an exclusive basis from County. This Agreement demonstrates County's determination that Contractor has been pre-qualified as being a responsible vendor possessing at least minimum qualifications to perform work within the functional service areas.

From time to time, Contractor may assist County in projects, as requested by County. For each project, County intends to conduct a mini-bid process among the pre-qualified consultants, which may include Contractor. County will develop a specific scope of work for a particular project, documenting in advance the evaluation criteria to be used to award the project work to one or more pre-qualified consultants. County intends to obtain the lowest possible cost for each project to the extent practicable, balancing costs against other more qualitative factors possessed by the consultants, including, but not limited to, relevant skill sets, experience, business qualifications, and technical approach.

Said another way, unless otherwise specified, award of each project may be made to one or more responsible offerors whose proposal is determined to be the most advantageous to County at the lowest possible competitive price.

As a result of the mini-bid process, the County may award work to one or more pre-qualified consultants, which may include Contractor. A new Statement of Work ("SOW") will be required for each project. County shall thereafter negotiate with the selected consultant(s) to develop a SOW, containing supplemental terms and conditions related to each project. The SOW shall be authorized using a purchase order, with the terms and conditions of this Agreement being applicable to such SOW. The purchase order constitutes notice to proceed with the SOW.

Prior to the commencement of any work, the Contractor shall submit to the County a work experience résumé for each consultant, employee, or agent who will be working at the County under the Master Services Agreement or a SOW. The County may, at its sole discretion and at any time, discontinue the service of any such personnel utilized by Contractor in rendering its services to the County.

GRANT FUNDS-PAYMENT/REPAYMENT

County hereby agrees to pay Contractor the Grant Funds provided herein, consistent with issued purchase orders. The Grant Funds are to be paid as reimbursement for actual amounts documented eligible expenses spent by Contractor, billed against the maximum amounts authorized within such purchase orders and as detailed within the Project. The amounts paid to Contractor shall be in full and final satisfaction of all goods and services provided by Contractor under this Agreement.

Contractor shall provide County with invoices, referencing the purchase order number and detailing the basis for the claimed compensation (i.e., hours worked, percentage of phases completed, or deliverables received). Documentation shall be provided to support such claim, as reasonably needed.

Contractor shall make available at any time for examination by the County Chief Fiscal Officer its books, records, paper and other relevant data pertaining to the Project Funds. Contractor further agreed to submit a financial report to the County within thirty (30) days after the termination of this Agreement covering the use of all Grant Funds received by Contractor. Said report must clearly and accurately verify the manner in which funds received from this Agreement were actually disbursed. Such report shall further cover the achievement of the program goals, objectives and activities and how these were managed and their result.

All payment shall be made using procedures consistent with the Onondaga County Charter and Administrative Code.

Contractor hereby agreed that it will obtain at its own expense all licenses, permits, or approvals associated with the Project performed under this agreement. Further, Contractor agrees to conduct an analysis of the potential environmental impacts of the project to be supported by the Project Funds, consistent with New York State Environmental Quality Review Act (SEQRA).

After the termination of this Agreement, in the event that Contractor shall have in its possession surplus Grant Funds not actually spent in furtherance of the Project or not supported by sufficient documentation, County may elect to have Contractor pay to County an amount equal to such surplus Grant Funds. Contractor shall be obligated to promptly remit to the County any such fund on demand. The obligation to repay shall survive the termination of this Agreement.

Parties acknowledge that the Grant Funds to be paid herein may only be a portion of the total funding needed to accomplish the Project. County shall bear no responsibility for payment of costs in excess of the amount stated herein.

EXHIBITS

All Exhibits attached hereto are incorporated herein.

Exhibit A: County's Standard Terms and Conditions

Exhibit B: County Legislation

Exhibit C: Proposal

NOTICES

If to County:

John H. Mulroy Civic Center
Attn: Law Department
421 Montgomery Street
Syracuse, New York 13202

With a copy to:

David Knapp, Chairman
Onondaga County Legislature
401 Montgomery Street
Room 407 Court House
Syracuse, New York 13202
(315)435-2070

If to Contractor:

Joseph P. Saraceni, Town Supervisor
Town of Lysander
8220 Loop Road
Baldwinsville, New York 13027

(signature page follows)

IN WITNESS WHEREOF, County and Contractor have executed this Agreement on the dates hereinafter written.

Dated: 12/15 2019

COUNTY OF ONONDAGA
By: [Signature]
J. Ryan McMahon, II, County Executive
PMK

Dated: 12/2 2019

TOWN OF LYSANDER
By: [Signature]
Joseph P. Saraceni, Town Supervisor

Conflict Interest Affidavit

State of NEW YORK)
County of ONONDAGA) ss.:

Contractor, being duly sworn, deposes and says:

TOWN OF LYSANDER (Contractor) agrees that Contractor has no interest and will not acquire any interest, direct or indirect that would conflict in any manner or degree with the performance of the services to be rendered to the County of Onondaga (County).

Contractor further agrees that, in the rendering of services to County, no person having any such interest shall knowingly be employed by Contractor.

Contractor: TOWN OF LYSANDER

By: [Signature]

Print Name: JOSEPH P. SARACENI

Title: TOWN SUPERVISOR

Date: 12/2/19

Sworn to before me on this 2nd day of December, 2019.
[Signature]

DINA M. FALCONE
Notary Public, State of New York
No. 01FA6344258
Qualified in Onondaga County
Commission Expires June 27, 2020

ONONDAGA COUNTY: STANDARD TERMS AND CONDITIONS

This document sets forth the standard terms and conditions to be incorporated within and made a part of agreements with Onondaga County ("County"). The terms and conditions of the primary written agreement executed between the County and any party (with such party referred to herein as "Contractor" regardless of the designation in the primary agreement) shall control over the provisions set forth within this document, unless otherwise stated herein. References to "this Agreement" shall indicate the primary agreement within which this document is incorporated.

TERMINATION

Without cause shown, either party may terminate this Agreement sooner than the term's expiration date, with one party giving written notice of termination to the other party at least thirty (30) days in advance of the intended date of termination. For cause, the County may terminate this Agreement by giving Contractor written or oral notice of termination at any time.

Neither County nor Contractor shall have or make any claim for damages against the other for the other's terminating this Agreement sooner than the expiration date in the manner specified within this section.

Upon termination or expiration, all further obligations of the parties hereunder shall cease except for the obligations that are intended to survive the termination or expiration of this Agreement, including, without limitation:

- to make payments for amounts due and owing for work completed under a purchase order issued within the Agreement;
- to make payments for other amounts due and owing, which may include damages and remedies;
- to maintain documentation and produce such reports as may be required under this Agreement; and
- to defend, indemnify, and hold harmless the other in connection with claims arising from this Agreement.

DEFENSE, INDEMNIFICATION, AND HOLD HARMLESS

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County and any person for whose acts or omissions County is legally responsible (County's Person) against and from:

- any claim that County or County's Person is legally liable for damages arising from injury to person or property which occurred during the performance of this Agreement or in connection with or collateral to this Agreement and was caused in whole or in part by the culpable conduct

of Contractor or any person for whose acts or omissions Contractor is legally responsible (Contractor's Person) or any subcontractor of Contractor (Contractor's Subcontractor) or any person for whose acts or omissions Contractor's Subcontractor is legally responsible (Subcontractor's Person); and

- any reasonable and necessary expense, cost, or fee, including attorney's fee, incurred by County in County's defending County or County's Person against or incident to any claim that County or County's Person is legally liable for damages arising from injury to person or property which occurred during the performance of this Agreement or in connection with or collateral to this Agreement and was caused in whole or in part by the culpable conduct of Contractor or Contractor's Person or Contractor's Subcontractor or Subcontractor's Person; and

- any damages for which County or County's Person is legally liable arising from injury to person or property which occurred during the performance of this Agreement or in connection with or collateral to this Agreement and was caused in whole or in part by the culpable conduct of Contractor or Contractor's Person or Contractor's Subcontractor or Subcontractor's Person.

INSURANCE

Contractor shall obtain, from an insurer authorized by a license in force pursuant to the insurance law of the state of New York to do an insurance business in the state of New York and having an A. M. Best Company, Inc. financial strength rating of A- or better and an A. M. Best Company, Inc. financial size category of XV, personal injury liability insurance, as personal injury liability insurance is defined by New York State's Insurance Law § 1113 (a) (13), and property damage liability insurance, as property damage liability insurance is defined by New York State's Insurance Law § 1113 (a) (14), covering and applying to legal liability of the insured for damages, and to loss, damage, or expense incident to a claim of such liability, arising out of the death or injury of any person or out of injury to the economic interests of any person as the result of negligence in the rendering expert, fiduciary, or professional service or out of the loss or destruction of or damage to property, that occurs in the performance of, or in connection with, or collateral to, this Agreement.

Contractor shall obtain the personal injury liability insurance and the property damage liability insurance by insurance contract or contracts, as insurance contract is defined by New York State's Insurance Law § 1101 (a) (1), specified and described in this Agreement.

Each insurance contract shall name Contractor as the insured in its declarations.

Each insurance contract, except a professional liability insurance contract, **shall be endorsed by the insurer to name, make, and add County as additional insured** so as to obligate the insurer to provide the personal injury liability insurance and property damage liability insurance covering and applying to the legal liability of County for damages, as to the legal liability of the insured for damages, and covering and applying to the loss, damage, or expense incident to a claim of the legal liability of County for damages, as to loss, damage, or expense incident to a claim of the legal liability of the insured for damages.

Each insurance contract, except a professional liability insurance contract, shall be endorsed by the insurer to obligate the insurer to provide the personal injury liability insurance and property damage liability insurance to County, as primary to, and not seek contribution from, any other insurance available to County by any other insurance contract naming County as the insured.

Each insurance contract shall be endorsed by the insurer to obligate the insurer to give County written notice of any termination or substantive change of the insurance contract, at least 30 days before the termination or substantive change, by the insurer's delivering the notice to County's Department of Law, John H. Mulroy Civic Center, 421 Montgomery Street, Syracuse, NY 13202.

Each insurance contract shall be approved and accepted by County.

Contractor shall obtain these insurance contracts:

- Commercial general liability insurance contract that shall obligate the insurer to provide personal injury liability insurance and property damage liability insurance, covering and applying to the legal liability of the insured for damages, and to the loss, damage, or expense incident to a claim of the legal liability of the insured for damages, however arising, in a minimum amount of \$1 million for each occurrence of, and in a minimum amount of \$2 million for any aggregate of occurrences of, death or injury of any person, or injury to the economic interests of any person, or loss or destruction of, or damage to, property, in each policy period, and be in effect continuously from the day of the making of this Agreement through the day which is at least three years after the day of the latest to happen of complete performance, final payment, expiration of any period of warranty, or expiration of any period for correction of work, in the performance of, or in connection with, or collateral to, this Agreement.
- Automobile liability insurance contract that shall obligate the insurer to provide personal injury liability insurance and property damage liability insurance, covering and applying to the legal liability of the insured for damages, and to the loss, damage, or expense incident to a claim of the legal liability of the insured for damages, arising out of the ownership, maintenance, or use of any motor vehicle, as motor vehicle is defined by New York State's Vehicle and Traffic Law § 125, in a minimum amount of \$1 million for each occurrence of, and in a minimum amount of \$2 million for any aggregate of occurrences of, death or injury of any person, or injury to the economic interests of any person, or loss or destruction of, or damage to, property, in each policy period, and be in effect continuously from the day of the making of this Agreement through the day which is after the day of the latest to happen of complete performance, final payment, expiration of any period of warranty, or expiration of any period for correction of work, in the performance of, or in connection with, or collateral to, this Agreement.
- Umbrella liability insurance contract that obligates the insurer to provide personal injury liability insurance and property damage liability insurance, in excess of that personal injury liability insurance and property damage liability insurance provided by any commercial general liability insurance contract, automobile liability insurance contract, and professional liability insurance contract required by this Agreement, in a minimum amount of \$1 million for each occurrence of death or injury of any person, or injury to the economic interests of any person, or

loss or destruction of, or damage to, property, in each policy period, and be in effect continuously from the day of the making of this Agreement through the day which is at least three years after the day of the latest to happen of complete performance, final payment, expiration of any period of warranty, or expiration of any period for correction of work, in the performance of, or in connection with, or collateral to, this Agreement.

Contractor shall deliver to County's Department of Law, before this Agreement may be made or performed, and from time to time as is reasonable, as evidence that Contractor has obtained the insurance as required by this Agreement, both a form certificate of insurance approved for use by New York's superintendent of insurance which identifies the insurance contracts obtained by Contractor and copies of the declarations of each insurance contract referred to in the form certificate of insurance.

At the request of County, Contractor shall deliver to County's Department of Law a copy of any insurance contract required by this Agreement.

WORKERS' COMPENSATION AND DISABILITY BENEFITS

This Agreement shall be void and of no effect unless Contractor and other person or entity making or performing this Agreement shall secure compensation for the benefit of, and keep insured during the life of this Agreement, the employees engaged thereon, in compliance with the provisions of the New York State workers' compensation law.

Contractor shall show, before this Agreement may be made or performed, and at all times during the life of this Agreement, that Contractor, and other person or entity performing this Agreement, is in compliance with the provisions of the New York State workers' compensation law, by Contractor's delivering to County's Department of Law that New York State Workers' Compensation Board (Board) form or State Insurance Fund (Fund) form described in one of the following subparagraphs numbered 1, 2, 3, or 4, and that Board form described in one of the following subparagraphs numbered 5, 6, or 7:

1. Board form C-105.2 (Fund form U-26.3, if the insurer is the State Insurance Fund), subscribed by the insurer, showing that Contractor, and other person or entity making or performing this Agreement, has secured compensation, as workers' compensation insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.
2. Board form SI-12, completed by Board's self-insurance office and approved by Board's secretary, showing that Contractor, and other person or entity making or performing this Agreement, has secured compensation, as Board approved workers' compensation self-insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.
3. Board form GSI-105.2, completed by the group self-insurance administrator, showing that Contractor, and other person or entity making or performing this Agreement, has secured compensation, by being a participant in a workers' compensation group self-insurance plan, for

the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

4. Board form CE-200 bearing an exemption certificate number issued by Board, showing that Contractor, and other person or entity making or performing this Agreement or the Work is not required to secure compensation for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

5. Board form DB-120.1, subscribed by the insurer, showing that Contractor, and other person or entity making or performing this Agreement has secured the payment of disability benefits, as disability benefits insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

6. Board form DB-155, completed by Board's self-insurance office and approved by Board, showing that Contractor, and other person or entity making or performing this Agreement, has secured disability benefits, as Board approved disability benefits self-insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

7. Board form CE-200 bearing an exemption certificate number issued by Board, showing that Contractor, and other person or entity making or performing this Agreement is not required to secure.

ASSIGNMENT

Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this Agreement, or Contractor's right, title, or interest in this Agreement, or Contractor's power to execute this Agreement, to any other person or entity without the previous consent in writing of County.

INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Neither Contractor, nor Contractor's officers, employees, agents, or servants, shall hold themselves out as, or claim to be, officers, employees, agents, or servants of County.

NO PARTNERSHIP OR JOINT VENTURE

Nothing herein contained is intended or shall be construed in any way to create or establish the relationship of partners or a joint venture between County and Contractor.

CONFLICT OF INTEREST

At the time Contractor submits a bid, or if no bid is submitted, prior to performing any services under this Agreement, Contractor shall deliver to County's Department of Law, the affidavit attached hereto certifying that Contractor has no interest and will not acquire any interest, direct

or indirect, that would conflict in any manner or degree with the performance of services to County.

The affidavit shall further state that in rendering services to County no persons having any such interest shall be employed by Contractor. Contractor assumes full responsibility for knowing whether Contractor's officers, employees, agents, or servants have any such interest and for certifying the absence of such conflict to County.

During the course of performing services for County, Contractor shall disclose immediately to County, by affidavit, every known or apparent conflict of interest and every ostensible or potential conflict of interest of Contractor, Contractor's officers, Contractor's employees, Contractor's agents, and Contractor's servants.

The duty to disclose is a continuing duty.

Such disclosure is a material obligation of this Agreement and Contractor's failure to comply with these provisions affords County the right to pursue any and all remedies for breach of agreement.

In the event of an apparent or actual conflict of interest during the course of performance, Contractor shall suspend all work and services, and County's payments to Contractor shall be suspended pending final approval by County or County's Board of Ethics.

If the conflict cannot be resolved to the satisfaction of County, County may terminate the agreement by written notice. Nothing herein shall be construed as limiting or waiving County's right to pursue damages or other remedies.

A conflict of interest includes any circumstance which might influence or appear to influence the judgment of Contractor, and Contractor shall disclose the same.

Contractor shall disclose further the acceptance of compensation, monetary or otherwise, from more than one (1) payor or party for services on the same project or related project.

Contractor shall disclose further the direct or indirect solicitation or acceptance of financial or other consideration from parties other than County for work on the project to which this Agreement pertains.

If applicable, Contractor shall disclose further the direct or indirect acquisition of any interest in the real estate which is the subject of the project, or in the immediate vicinity thereof.

A conflict of interest of Contractor's officers, Contractor's employees, Contractor's agents, or Contractor's servants shall be deemed a conflict of interest of Contractor, giving rise to the duty to disclose.

CONFIDENTIALITY

Contractor shall not disclose any data, facts, or information concerning services performed for County or obtained while performing such services, except as authorized by County in writing or as may be required by law. County remains the owner of any such data, facts, or information, and Contractor is granted use for the purposes of this Agreement only.

COMPLIANCE WITH LAW

Contractor shall be responsible for obtaining knowledge of and complying with all applicable laws, rules, and regulations, including, without limitation, payment of prevailing wages for public works projects.

Contractor agrees that the appropriate review and actions under the State Environmental Quality Review Act shall be taken, as may be applicable, and documentation shall be maintained of any such review and action.

Such compliance is a material obligation of this Agreement and Contractor's failure to comply with these provisions affords County the right to pursue any and all remedies for breach of agreement.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York, without giving effect to otherwise applicable principles of conflicts of law. For legal disputes, venue shall be a State or Federal court of competent jurisdiction located within Onondaga County, and Contractor consents to such jurisdiction. County does not agree to arbitration.

NON-WAIVER

A failure by either party to take any action with respect to any default or violation by the other of any of the terms, covenants, or conditions of this Agreement shall not in any respect limit, prejudice, diminish, or constitute a waiver of any rights of such party to act with respect to any prior, contemporaneous, or subsequent violation or default or with respect to any continuation or repetition of the original violation or default.

LICENSES AND PERMITS

Contractor shall obtain at Contractor's own expense all licenses or permits required for Contractor's services or work under this Agreement, prior to the commencement of Contractor's services or work.

APPROPRIATIONS (AVAILABLE FUNDS)

This Agreement is executory only to the extent of the monies appropriated and available for the purpose of this Agreement and no liability on account thereof shall be incurred by County beyond monies appropriated and available for the purpose thereof.

Until such time as a purchase order is issued by County for specific work, following a certification within the County that funds are appropriated and available to support such work, County shall not have incurred a financial obligation under this Agreement for such work.

AGREEMENT MODIFICATIONS

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

USE OF CONTRACT BY OTHER GOVERNMENTAL ENTITIES

Consistent with the provisions of General Municipal Law §103 and other applicable law, rules, and regulations, this Agreement is intended to be open and available for use by other government entities, including without limitation, counties, towns, and villages within New York State.

Any such entity wishing to use this Agreement should consult with counsel as to its applicability and/or suitability within the specific context of such entity's governmental structure, authorized procurement processes, and market for comparable goods and/or services, accounting for such other factors as may be relevant to such transaction.

County shall not be responsible for paying any costs incurred by such entity actually receiving services under this Agreement.

Contractor and any such entity shall memorialize and provide in a separate written instrument responsibility for payment and performing other obligations, including terms and conditions that may differ from this Agreement.

County shall not be responsible for liability arising from such use by any such entity in using this Agreement.

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.

DISCRIMINATION PROHIBITED

Consistent with Labor Law §220-e, Contractor agrees that:

- in the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of any subcontractor, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates;
- no contractor, subcontractor, nor any person on his behalf shall in any manner discriminate against or intimidate any employee hired for the performance of work under this Agreement on account of race, creed, color, disability, sex, or national origin;
- there may be deducted from the amount payable to Contractor by County under this Agreement a penalty of fifty (\$50.00) dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement;
- this Agreement may be cancelled or terminated by County, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of this Agreement; and
- the aforesaid provisions of this section, covering every contract for or on behalf of the County for the manufacture, sale, or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

Further, Contractor acknowledges that discrimination on the basis of race, creed, color, disability, sex or national origin is prohibited under various provisions of federal, state, and local law, including applicable rules and regulations.

CLAUSES REQUIRED BY LAW

Each and every provision of law and clause required by law to be part of this Agreement shall be deemed to be part of this Agreement and to have been inserted in this Agreement, and shall have the full force and effect of law.

SUSPENSION AND DEBARMENT

Contractor certifies that, except as noted, Contractor and any person associated with Contractor in the capacity of owner, partner, director, officer, or major stockholder is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency, and has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years.

End Standard Provisions

January 2, 2019

Waiver

Exhibit "B"

009

Motion Made By Mr. Knapp, Mr. May,
Mr. Bottrill, Mrs. Tassone, Mr. Jordan

RESOLUTION NO. _____

**EXPRESSING CONTINUED SUPPORT FOR A PROGRAM OF AID FOR INFRASTRUCTURE
IMPROVEMENTS AND CAPITAL PROJECTS WITHIN TOWNS**

WHEREAS, this County Legislature expresses its continued support for improving town infrastructure on a county-wide basis, and as a symbol of such support, \$200,000 is committed for use in connection with town infrastructure projects; and

WHEREAS, the County is developing long-term plans for infrastructure within the County, with such plans to be released shortly; and

WHEREAS, it is in the interest of the County and its residents to support such infrastructure improvement projects, as a region's potential for economic development is inextricably linked to the performance and efficiency of the public infrastructure system; now, therefore be it

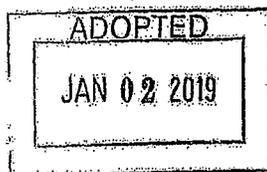
RESOLVED, that, as provided in Resolution No. 168--2016, proposals shall be solicited from the several towns within Onondaga County for infrastructure projects and shall be reviewed and evaluated by a County committee, consisting of the Commissioner of the Department of Transportation, a Deputy County Executive, and the Chair of the Ways and Means Committee of this County Legislature; and, be it further

RESOLVED, that documentation shall be retained by the towns as may be needed showing that activities undertaken in connection with this resolution are in compliance with the State Environmental Quality Review Act and have been subjected to the appropriate programmatic reviews; and, be it further

RESOLVED, that the County Executive is authorized to enter into intermunicipal agreements with the selected towns and execute such other documents as may be reasonably necessary to implement the intent of this resolution, subject to appropriations being made available therefor; and, be it further

RESOLVED, that the Clerk of this County Legislature hereby is directed to cause certified copies of this resolution to be transmitted to each of the several towns within Onondaga County.

Town Infrastructure
KMB
dak



FILED WITH CLERK
ONONDAGA CO. LEG.
Dec 28 2018
KMB

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

2nd DAY OF January, 2019.

Deborah A. Maturo

CLERK, COUNTY LEGISLATURE
ONONDAGA COUNTY, NEW YORK

18DEC 31 AM 9:18

ONONDAGA COUNTY
LEGISLATURE

ONONDAGA COUNTY
LEGISLATURE
INFRASTRUCTURE
IMPROVEMENT
PROGRAM

Indian Springs Manor; Mott Road Reconstruction & Drainage Improvements

Town of Lysander

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**Onondaga County Legislature
Infrastructure Improvement Program**

Municipality: Town of Lysander

Project Name: Indian Springs Manor, Mott Road Reconstruction & Drainage
Improvements

Project Background

Indian Springs Manor is one of the oldest residential neighborhoods in the Town of Lysander. Construction of the neighborhood started in 1959 and continued through the 1960s. The Town started a roadway reconstruction and drainage improvements initiative in Indian Springs Manor in 2008. The next street scheduled for reconstruction and drainage improvements is Mott Road, which is approximately 50 years old. A project location map is included in Appendix A of this document. Initial construction of the roadways and drainage infrastructure in the Indian Springs Manor neighborhood was significantly deficient compared to the current town standards. The construction standards that were used during initial construction of the street resulted in severe rutting of the roadway surface and inadequate drainage to properly drain the roadway, which results in excessive icing of the roadway during winter months. The lack of drainage infrastructure in the neighborhood has also resulted in sump pump discharges onto the roadway and into neighboring yards which results in ponding water in lawns. The standing water conditions in the lawns from the sump pump discharges result in excessive mosquito breeding in the neighborhood which is a public health hazard. Pictures of the proposed project area are included in Appendix B of this document.

Proposed Project Improvements

The Town is proposing to reconstruct Mott Road. to the current town standards. The proposed project will include the installation of crushed limestone subbase, roadway under drains with sum pump lateral connections at each home, additional catch basins and storm sewers to collect the roadway runoff, a 2.5" asphalt binder course and a 1.5" asphalt top course with an asphalt tip-up curb. The proposed roadway and drainage improvements will significantly improve the safety of the roadway and quality of life for the residents in the neighborhood.

Proposed Project Budget

It is estimated that the proposed project improvements will cost \$298,000, as shown in the construction cost estimate included in Appendix C of this document. The project will be designed by the Town Engineer with the drainage improvements and subbase placement portion of the project being bid out to a contractor and the paving portion of the project being completed by the Town of Lysander Highway Department purchasing materials through the Onondaga County DOT materials contracts.

Project Schedule

The Mott Road. Reconstruction and Drainage Improvements project is scheduled to begin in the 2019 construction season. The drainage improvements and asphalt binder course placement will be completed during the 2019 construction season and the asphalt top course placement will be completed during the 2020 construction season.

Project Importance

The continued Indian Springs Manor roadway reconstruction and drainage improvements

initiative on Mott Road will benefit the residents and the town by addressing longstanding safety issues and protecting the value of the properties in the neighborhood. In addition to the aforementioned benefits any additional funding obtained to help with this project will allow the Town to further advance the goals and objectives of the pavement management plan in other areas of the Town of Lysander.

Funding Request

The Town of Lysander would like to request funding for the portion of the Mott Road Reconstruction & Drainage Improvements Project that is to be completed in 2019 in the amount of \$40,000.

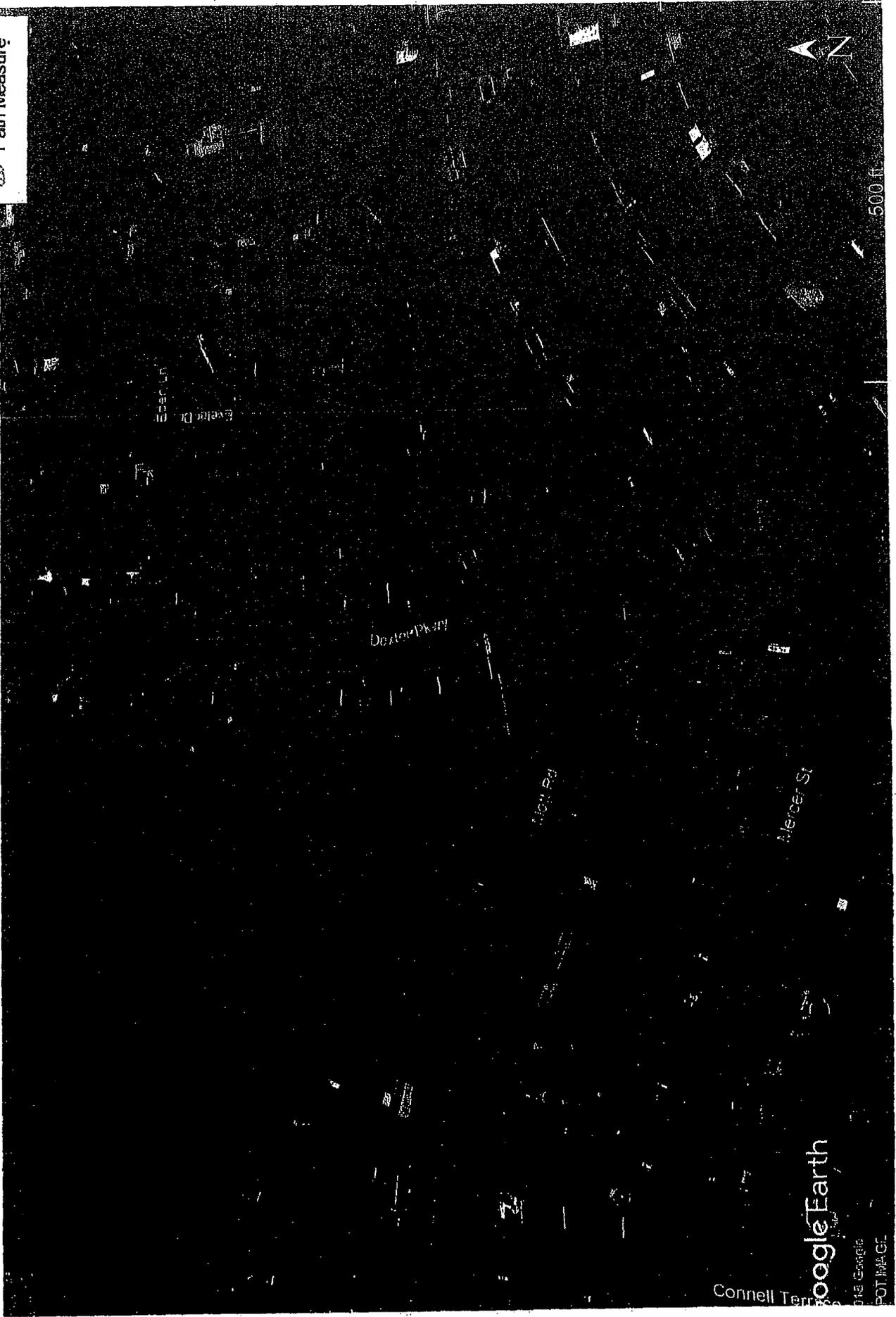
APPENDIX A

Project Location Map

Mott Road Reconstruction & Drainage Improvement Project Location Map

Write a description for your map.

Legend
Feature 1
Path Measure



APPENDIX B

Project Photos



WEST OF DEXTER PARKWAY



EAST OF DEXTER PARKWAY



TYPICAL SUMP PUMP DISCHARGE LOCATION



VILLAGE LINE LOOKING EAST

APPENDIX C

Project Budget

**Town of Lysander
Mott Road Reconstruction
Estimate of Probable Construction Cost**

Item No.	Description	Quantity	Unit	Unit Price	Total Price
1	Work Zone Traffic Control	NEC	LS	\$5,000.00	\$5,000.00
2	Pre-Cast Concrete Catch Basin w/ Frame and Grate	6	EA	\$5,000.00	\$30,000.00
3	12" SICPP Drainage Pipe	650	LF	\$60.00	\$39,000.00
6	Roadway Under Drain	3760	LF	\$14.00	\$52,640.00
7	Asphalt Milling	NEC	LS	\$5,000.00	\$5,000.00
8	Subbase Placement	1370	TON	\$25.00	\$34,250.00
9	Asphalt Binder Course	780	TON	\$60.00	\$46,800.00
10	Asphalt Tack Coat	220	GAL	\$3.00	\$660.00
11	Asphalt Top Course	540	TON	\$66.00	\$35,640.00
12	Lawn Restoration	1	ACRE	\$550.00	\$550.00
Subtotal					\$249,600.00

Survey \$10,000.00
Contingency (15% +/-) \$37,500.00
Total Probable Construction Cost \$298,000.00

4 DEC 19

ONION CITY LAW DEPT

111 W 7 STREET

MEMPHIS TN 38103

Agenda Item "C"



MODULAR COMFORT SYSTEMS

HVAC PARTS · EQUIPMENT · SOLUTIONS

QUOTATION

Quote Number: 10839
 Quote Date: Dec 17, 2019
 Valid: Jan 16, 2020
 Page: 1

1836 W. FAYETTE STREET SYRACUSE NY 13204
 PHONE 315-484-9048 / FAX 315-488-4229
 WEB: WWW.MCSMMS.COM

Company Information:

Town of Lysander
 8220 Loop Road
 Baldwinsville, NY 13027
 USA

Customer Contact Info:

Allen Yager
 315-635-1443
 engineer@townoflysander.org

Customer ID	Good Thru	Payment Terms	Sales Rep
TOWNOFLYSANDER	1/16/20	Net 30 Days	BRIAN R. SLINK

Quantity	Item	Description	Unit Price	Amount
2.00	EZ15A7KFA1K14AB	Islandaire Model KF 15,000 Btu cooling 265-60-1 PTAC with motorized outside air damper; 1-year all parts and limited labor warranty	1,575.00	3,150.00
2.00	KF Control Box	NS Islandaire Model KF Control Box	200.00	400.00
2.00	KF Elec Heat Section	NS Islandaire Model KF Electric Heat Section (complete) with Fans and Housing	520.00	1,040.00
2.00	4080133-00	NS 10.25 " Model K Room Enclosure	315.00	630.00
2.00	2400031-06	Islandaire KF Standard Wall Sleeve, 11" deep	250.00	500.00
2.00	6070034	Louver for Islandaire KF Series Freight Included Lead Time: 6-8 Weeks Project Name: Town of Lysander - Highway Barn K's	140.00	280.00

Subtotal	6,000.00
Sales Tax	
Freight	
TOTAL	6,000.00

Please Note: All items quoted are subject to manufactures restocking fee if returned. Only those items in as new condition will be accepted for return consideration.

Agenda Item "D"

Shopping cart

Cart summary

Product	Qty	Each	Total
	<input type="text" value="18"/>	USD \$658.87	USD \$11,859.66

[Update](#)

NYS AGG BUY VDI PC
Reference Model: 31394511
Configuration: 32149983
[Edit](#)

[Hide details](#) ^

Components

Qty

HP EliteDesk 705 G4 Base Model Small Form Factor PC 3AD02AV	1
ENERGY STAR Certified Label W6N5ZAV	1
EliteDesk 705PLA180W SFF Chassis G4 3AD10AV	1

3AU02AV#ABA

AMD PRO A6-9500 3.5 2C 65W

1

3AD00AV

RAM 16GB (2x8GB) DDR4 2666

1

3JR21AV

256GB M.2 Z280 PCIe NVMe SSD

1

3AD92AV

HP KBDWD USB U.S. - English localization

1

3CJ43AV#ABA

No need for optional ports

1

3AD72AV

MUS WD USB OPT

1

3AD53AV

9.5 DVDWR

1

3AD74AV

HP 3/3/3 SFF Warranty U.S. - English localization

1

3AP7ZAV#ABA

Single Unit SFF G4/G5 Packaging

1

3AD59AV

HP 705 G4 SFF CKIT U.S. - English localization 1
3AP77AV#ABA

HP Account Management Support-Level 3 1
F0G77AA

HP 3y Nbd/Disk Retention DT Only SVC 1
UE33ZE

HP VH24.23.8-inch Monitor U.S. - English localization 1
M1T03AA#ABA

Contract: NY - NY AGGREGATE
HARDWARE BUY 18-01[PM20860 RFQ
AGG BUY 18-01]
Remove



NYS AGG BUY ENTERPRISE
DESKTOP G6

Reference Model: 31666081
Configuration: 32149945
Edit

Hide details

Update

USD \$1,395.78

USD \$1,395.78

Components

Qty

HP ProDesk 400 G6 SFF PC
6EF24AV

1

ENERGY STAR Certified
2WQ81AV

1

HP ProDesk SFF JBK Chassis
6EG47AV

1

OS Localization U.S. - English localization
4YH35AV#ABA

1

Win 10 Pro 64
6EG34AV

1

Intel Core i7 - 9700 3.0 8C 65W
6EF30AV

1

32GB (2x16GB) DDR4 2666
6EG55AV

1

512GB M.2 2280 PCIe NVMe TLC SSD
6EG83AV

1

AMD Rdn ZGB R7 430 ZDP Graphics
6EF38AV

1

HP KBDWD USB U.S. - English localization
6EH12AV#ABA

1

HP HDMI Port

1

MUS WD USB OPT
6EG05AV 1

SD 3 Media Card Reader
6EG67AV 1

Intel Ethernet I210-T1 PCIe x1 Gb NIC
6EF84AV 1

HP DisplayPort to HDMI True 4K Adapter
6EF64AV 1

9.5 DVDWR 8/6G3SFF 4G4MT/SFF
6EG13AV 1

3/3/3 SFF Warranty U.S. - English localization
6EH03AV#ABA 1

Single Unit SFF Packaging
6EF99AV 1

HP 400 G6 CKIT U.S. - English localization
6EH06AV#ABA 1

Intel CFL-R Core i7 Label
6MV61AV 1

HP 4y Nbd/Disk Retention DT Only SVC
UE333E

1

HP VH24 23.8-inch Monitor U.S. - English
Localization
M1T03AAA#ABA

2

Contract: NY - NY AGGREGATE
HARDWARE BUY 18-01[PM20860 RFO
AGG BUY 18-01]
Remove

Continue shopping

Summary

Subtotal
USD \$13,255.44

Checkout

Unless our contract prohibits it, (a) prices are valid for 30 days from quote date and/or (b) HP may change prices or discounts and reissue quotes immediately if there are increases in costs, tariffs, or other changes outside HP's control.

If the bill to company and address you wish to use is not present at the time of check out please enter it in the "Shipping Instructions" box. The order management team will make sure it is billed to the correct location.

Components of Configurable systems may not be ordered separately. Reference Model ID's and Configuration ID's are not part numbers, they are reference descriptions to your specific configuration.

If you are submitting a hard copy purchase order, please include a printed copy of this quote with your purchase order.

If you place an order for a product that was incorrectly priced, we will cancel your order and credit you for any charges. In the event that we inadvertently shipped an order based on a pricing error, we will issue a revised invoice to you for the correct price and contact you to obtain your authorization for the additional charge, or assist you with the return of the product, if payment was not already made. If payment was already made, HP will work with the agency to correct the invoice. If the pricing error results in an overcharge to you, HP will credit your account for the amount overcharged.

Federal Government Customers Only - The Customer is responsible for ensuring the value of Open Market items is consistent with their contract terms and conditions.

HP makes no representation regarding the TAA status for open market products. Third party items that may be included in this quote are covered under the terms of the manufacturer warranty, not the HP warranty.