

Mexico Town Board Agenda
Monday, May 13, 2024
Town Hall, 64 S Jefferson St. Mexico, 7:00pm

1. Approval of Minutes-
2. Communications
 - o Citi Spotlight
 - o Grant Funding New Water Projects
 - o Oswego County Health Department
 - o Harborfest Donation
 - o Chamber Meeting Schedule
 - o Proposed Cell Tower
 - o Executive Budget Summary
 - o Town Clerk Proposed Zoning & Planning Meeting Minutes
 - o Et Cetera
3. Public Comment
4. Reports
 - o Town Clerk, Water Clerk, Tax Collector
 - o Dog Control
 - o Zoning Officer/ Building Inspector
 - o Highway Superintendent
 - o Community Park Manager
 - o Mexico Point Park
 - o Planning Board
 - o Zoning Board of Appeals
 - o Water Commissioner
 - o Supervisor Report
 - o Water District Update
 - o Fire Department
5. Consider April Payroll
6. Assessor Update
7. Town & Village Comprehensive Plan – Plan Resolution & Committee Chairperson to be appointed
8. IMA (DRAFT) between Town & Village to Review
9. C2ae Consider Lead, Service Line, Inventory Proposal
10. Approve Race Junkyard License
11. Approve \$1,000.00 For Veteran Flags
12. Approve Atlas Fence Quote – Repair Water Tower Fence
13. AG & Markets Committee Update
14. Memorial Day Parade Update
15. Flag Pole Update
16. Other Business

17. Audit & Approve Abstracts
18. Adjourn



THE SPOTLIGHT

2023-2024 SCHOOL YEAR QUARTERS 2 & 3

CITI SHINES!

Area II Regional SkillsUSA Competition



Students from the Center for Instruction, Technology & Innovation proudly returned from the Area II Regional SkillsUSA competition with some impressive wins.

Continued on page 10

INSIDE THIS ISSUE



Subject: List Your Project for Financing

Date: 2024-04-09 15:40

From: NYS Environmental Facilities Corporation <efcoutreach@efc.ny.gov>

To: superclerk@mexicony.org

Reply-To: efcoutreach@efc.ny.gov

Due Friday, June 14

EFC Accepting Listings for the Clean Water State Revolving Fund

Due Friday, June 14

The New York State Environmental Facilities Corporation (EFC) is preparing its Intended Use Plan (IUP) for Federal Fiscal Year (FFY) 2025, which begins October 1, 2024. Municipalities are invited to list new projects through June 14, 2024. The project listing and an approvable engineering report consistent with the Engineering Report Outline [1] (effective 10/1/2023) must be submitted no later than June 14, 2024 in order to be included on the 2025 IUP Annual List and eligible for financing in FFY 2025. Listing forms received after this date will be processed for inclusion on the 2026 IUP.

Any projects included in the 2024 IUP that do not have a recent financing application or a closed financing will receive a request from EFC to provide updated project information. Completing the provided update form is required, a new listing form is not needed for these projects.

EFC is proud to provide low-cost CWSRF financial assistance for water quality projects in New York State and we look forward to working with you on your projects. If you have questions, please email us at plus@efc.ny.gov or call Alex Brunelle, Program Coordinator, at (518) 402-6924.

Project Listing and Update System (PLUS) [2]

NYS Environmental Facilities Corporation | 625 Broadway, Albany, NY
12207

Unsubscribe superclerk@mexicony.org [3]

Update Profile [4] | Constant Contact Data Notice [5]

Sent by efcoutreach@efc.ny.gov powered by

OSWEGO COUNTY

VERA DUNSMOOR, DIRECTOR OF PUBLIC HEALTH
PHONE 315.349.3545



HEALTH DEPARTMENT

70 BUNNER STREET, OSWEGO, NEW YORK 13126-3357
FAX 315.349.3435

April 15, 2024

COPY

Richard A. Landrio
3259 Fulton Ave.
Central Square, NY 13036

Re: Public Health Nuisance Complaint # C24-04-027
2589 State Route 104 in the Town of Mexico

RECEIVED
4-17-24

Dear Richard A. Landrio:

In response to a complaint filed with this office on April 10, 2024, representatives of the Department visited your property located at 2589 State Route 104 in the Town of Mexico on April 11, 2024.

This complaint was filed with regard to garbage. At the time of the site visit, the inspectors noticed an accumulation of household garbage piled alongside a dumpster. They took photographs at the time of the inspection.

Garbage and debris provide food and harborage for rats and other vermin. If not cleaned up, this problem may develop into a rat infestation that may be a public health nuisance to the surrounding neighborhood.

All garbage must be cleaned up within ten (10) days of receipt of this letter. In the future, all garbage should be stored in containers with tight-fitting lids and disposed of weekly. This department will re-inspect your property after the ten (10) day compliance period ends to assure that the nuisance complaint is abated.

Please note that under NYS Department of Environmental Conservation Law (Part 215: Open Fires, effective 10/14/09), Section 215.2 states, "...no person shall burn his/her residential or commercial garbage, trash, debris or any other materials in either an open fire or a burn barrel". The NYSDEC is fining violators of this law and, should the Health Department discover that your garbage has been burned as an attempt at disposal, we will be obliged to notify the DEC of our findings.

Should you have any questions concerning this matter, please feel free to contact us at the Environmental Health Office at 315-349-3557.

Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Vera J. Dunsmoor".

Vera J. Dunsmoor
Director of Public Health

VD/gq

c: Ron Marsden, Code Enforcement Officer
Eric Behling, Supervisor
File

OSWEGO COUNTY

VERA DUNSMOOR, DIRECTOR OF PUBLIC HEALTH
PHONE 315.349.3545



HEALTH DEPARTMENT

70 BUNNER STREET, OSWEGO, NEW YORK 13126-3357
FAX 315.349.3435

April 29, 2024

Richard A. Landrio
3259 Fulton Ave.
Central Square, NY 13036

CERTIFIED

RECEIVED
5-1-24

Re: Public Health Nuisance Complaint # C24-04-027
2589 State Route 104 in the Town of Mexico

Dear Richard A. Landrio:

In response to a complaint filed with this office on April 10, 2024, representatives of the Department visited your property located at 2589 State Route 104 in the Town of Mexico on April 11, 2024, as well as a follow up visit on April 24, 2024.

This complaint was filed with regard to garbage. At the time of the site visit, the inspectors noticed an accumulation of household garbage piled alongside a dumpster. At the time of their follow up visit, the inspectors noticed that some of the garbage had been removed and put in the dumpster on site. However, they observed some garbage scattered and half burned next to the dumpster. They took photographs at the time of the inspection.

Garbage and debris provide food and harborage for rats and other vermin. If not cleaned up, this problem may develop into a rat infestation that may be a public health nuisance to the surrounding neighborhood.

All garbage must be cleaned up within ten (10) days of receipt of this letter. In the future, all garbage should be stored in containers with tight-fitting lids and disposed of weekly. This department will re-inspect your property after the ten (10) day compliance period ends to assure that the nuisance complaint is abated.

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Vera J. Dunsmoor
Director of Public Health

VD/gq

c: Ron Marsden, Code Enforcement Officer

Eric Behling, Supervisor

File



Oswego Harbor Festivals, Inc.

Roy McCrobie Building, 41 Lake Street, Oswego, NY 13126
315/343.6858 Fax: 315/343.7390 www.oswegoharborfest.com

Dear *Eric*,

We are very excited about returning in 2024. This year's festival is July 25th – 28th. We are proud to announce it is our 35th Anniversary!

As you may know, since 1988 Oswego Harborfest has grown from a small local event to a major admission free regional festival attracting an average audience estimated at up to 75,000 annually.

Each year we work hard to provide quality entertainment and experiences for people of all ages. For 2024 we will continue the tradition of showcasing over 30 music performances and attractions, a wide variety of vendors, a midway and a spectacular fireworks display.

As a 501c3 nonprofit organization we have worked very hard to keep this festival admission free. Since we do not sell tickets or charge admission, each dollar donated, or volunteer hour performed has been instrumental to our mission.

Our Mission Statement: To create nationally recognized festivals and events that attract and engage a broad and diverse audience, celebrate, and build community, and advance economic development in Oswego.

We are doing our best to continue offering this great festival as an admission free event. We are very proud that we have been able to do that for over 34 years. For 2024 and beyond we are going to need your financial support. Please consider becoming a member today.

All members will be posted on our website, unless otherwise noted.

If you have any questions, feel free to contact Carol M. Dillabough at 315-343-6858.

Your anticipated support is greatly appreciated.

Sincerely,

Dan Harrington
Executive Director



In 2024 Harborfest will
celebrate its 35th Anniversary.
Please help us make it
possible!

Why become a Festival Member?

As a Not-For-Profit Organization we work very hard to keep the festival admission free. Since we do not sell tickets or charge admission, each dollar donated is instrumental to our mission.

Mission Statement:

To create nationally recognized festivals and events that attract and engage a broad and diverse audience, celebrate and build community, and advance economic development in Oswego.

Become a Festival Member Today!
All members will be listed on our website.
(unless otherwise noted)

Level of Membership (circle one)

\$25.00

\$50.00

\$100.00

\$200.00

>\$200.00

Your contribution to Harborfest is used to support the festival in areas such as; music performances, attractions, tents, emergency management (EMT's, ambulances & security), logistical support (staging & sound, electrical, plumbing, fencing, garbage pickup and removal, toilets/wash stations, etc.), administrative (programming, insurance, printing, advertising & marketing etc.).

Name as you would like to see it listed on our Festival Website. (www.oswegoharborfest.com)

Contact Name _____

Address _____ City/State/Zip _____

Signature _____

Email: _____

Visa/Master Card _____ Card # _____ Exp. Date _____

_____ Check enclosed payable to Oswego Harbor Festivals, Inc.

_____ Check enclosed payable to Harbor Festivals Guild (tax deductible)

Please send this completed form to: Oswego Harborfest, 41 Lake Street, Oswego, NY 13126



mexiconychamber.org

PO Box 158 · Mexico, New York 13114

2024 Chamber of Commerce Meeting Schedule

| | | |
|-------------------------------------|-----------|-----------------------|
| Tuesday, February 6 th | 5:00 p.m. | Village Office |
| Tuesday, March 5 th | 5:00 p.m. | Eis House |
| Tuesday, April 2 nd | 9:00 a.m. | Village Office |
| Tuesday, May 7 th | 9:00 a.m. | MACS District Office |
| Tuesday, June 4 th | noon | APW District Office |
| Tuesday, August 6 th | 9:00 a.m. | FIDIR Financial Group |
| Tuesday, September 10 th | 5:00 p.m. | TBD |
| Tuesday, October 1 st | noon | TBD |
| Tuesday, November 5 th | 9:00 a.m. | TBD |

Visibility · Network · Growth

Why
JOIN the
Chamber?

Voice · Savings · Credibility

The Greater Mexico Chamber of Commerce, Inc. is organized for the purpose of advancing the commercial, industrial and civic interests of the Town of Mexico, Village of Mexico, Mexico School District and vicinity.



Rebekah S. Prosachik, Esq.

52 East Cayuga Street
Oswego, NY 13126
T 315.312.0318
F 315.312.0322
www.prosachiklaw.com

April 18, 2024

Nicole Wild, Town Clerk
Town of Mexico
PO Box 98
64 South Jefferson Street
Mexico, NY 13114

Re: Proposed Cell Tower
Town of New Haven, County of Oswego, State of New York
Application of Bell Atlantic Mobile Systems dba Verizon Wireless

Dear Ms. Wild:

Enclosed herewith please find a copy of a Site Plan Application and supporting documents and Part I of the Full Environmental Assessment Form of Bell Atlantic Mobile Systems dba Verizon Wireless to construct and operate a 170" wireless telecommunications facility with a 4' lightning rod on the property located at 281 Potter Road, near the location of 277 Potter Road in the Town of New Haven, County of Oswego, State of New York. The proposed site is located in the Town of New Haven, and located within 500' of the common municipal boundary line with the Town of Mexico. The proposed action requires approval from the Town of New Haven Planning Board.

This letter also advises that the Planning Board has declared this to be an Unlisted Action under SEQRA, and that the Town of New Haven Planning Board wishes to act as Lead Agency. Comments to those issues or status should be made pursuant to the time frame set forth in SEQRA, though an expedited review is requested.

The Planning Board for the Town of New Hven will be discussing this matter at a public hearing to be held on May 22, 2024, at 6:00 p.m. at the Town Hall, located at 4279 State Route 104, New Haven. If you have any questions relative to this application, please feel free to contact me.

Very truly yours,

A handwritten signature in black ink, appearing to read 'R. Prosachik', written over a horizontal line.

Rebekah S. Prosachik

RSP/

Enclosures

cc: Karen Valentino, Chairperson -w/o enclosures
Ronald Marsden, Code Enforcement Officer-w/o enclosures

Impact on Towns

Funding

AIM • Transportation • Grant-Based Funding

Article 7 Legislation

Cannabis • Housing • Judicial Security Act • Pension Final Salary • Sunset COVID Leave • Videoconferencing • DASNY • Climate Smart Communities • Build-Ready Program • RAPID Act • In Rem

Artificial Intelligence

The 2024-2025 New York State Budget was enacted on Saturday, April 20, 2024. Below is an interim report on what is in the final budget that impacts towns. Check our social media and website for more information and details on specific pieces of legislation.

FUNDING

AIM (Aid and Incentives to Municipalities)

AIM base-level funding remains at approximately \$715 million. However, \$50 million in temporary unrestricted state aid was added and will be distributed in accordance with the AIM formula with a cap of \$5 million for cities. The New York State Department of Budget has the aid runs posted [here](#).

Transportation Funding

- CHIPS – \$598.1 million (added \$60 million over Executive Budget proposal of \$538.1 million)
- Marchiselli – \$39.7 million
- PAVE-NY – \$150 Million
- Pave our Potholes (POP) – \$100 million
- Extreme Winter Recovery (EWR) – \$100 million
- BridgeNY – \$200 million
- State Touring Routes (STR) – \$140 million (added \$40 million over Executive Budget proposal of \$100 million)

Grant-Based Funding

- Local Government Efficiency Grants – \$8 million (\$4 million increase)

Provides technical assistance and grants for intermunicipal projects targeting shared services opportunities, cost savings, and delivery of efficient, quality services. The new planning grant maximum will be \$20,000 per municipality and \$120,000 total per grant. Implementation grant maximums would increase from \$200,000 per municipality and \$1 million total per grant to \$250,000 per municipality and \$1.25 million total per grant (see also PPGG Part W).

- Citizens Empowerment Grants

The final budget line for this program is \$35 million (same as last year). The grants under this program provide funding of up to \$100,000 to local governments for planning and implementing reorganization activities, such as consolidations and dissolutions. Citizen Empowerment Tax Credits support cities, towns, villages that consolidate or dissolve through tax credits that provide an annual aid bonus equal to 15 percent of the newly combined local government's tax levy. At least 70 percent must be used as direct relief to property taxpayers.

- Clean Water Infrastructure Funding

An additional \$500 million in clean water infrastructure funding for one year brings the state's total clean water investment to \$5.5 billion since 2017.



- *Environmental Protection Fund*

\$400 million for the Environmental Protection Fund (EPF) to support critical projects that work to mitigate the effects of climate change, improve agricultural resources, protect water sources, advance conservation efforts, and provide recreational opportunities.

- *Regional Economic Development Councils (REDC)*

Includes core funding of \$225 million in grants (\$150 million) and tax credits (\$75 million) to fund high-value regional priority projects.

- *Downtown Revitalization Initiative*

\$100 million for Downtown Revitalization Initiative (DRI). Participating communities are nominated by the state's 10 Regional Economic Development Councils (REDCs) based on the downtown's potential for transformation. Each winning community is awarded funding to develop a downtown strategic investment plan and implement key projects that advance the community's vision for revitalization.

- *NY Forward*

\$100 million for rural and smaller communities' development and revitalization. Like the DRI program, NY Forward communities are selected in partnership with the REDCs.

- *Countywide Shared Services Initiative (CWSSI)*

The CWSSI program will sunset; however, projects submitted before January 31, 2024 will still be eligible for matching grants.

Article VII Legislation

- *Illicit Cannabis Sales (PPGG Part G)*

Although the executive and one-house budgets also gave towns and villages this authority, the final budget gives only cities and counties the authority to adopt local laws regarding the enforcement of unlicensed cannabis sales. The Office of Cannabis Management also has more authority to perform regulatory inspections.

- *Local Option Tax Exemption for Affordable Housing (ELFA Part EE)*

Allows municipalities to provide a tax exemption for newly constructed or converted multiple dwellings with

a certain percentage dedicated to affordable housing.

- *Accessory Dwelling Units (ADU) (ELFA Part GG)*

Gives municipalities the option of offering real property tax exemptions for ADUs and includes ADUs in the definition of housing accommodation under Executive Law Article 15 for the purposes of preventing discriminatory housing practices.

- *Good Cause Eviction (ELFA Part HH)*

Gives towns the OPTION of passing a local law adopting the state's "good cause" eviction law. Under this new law, landlords may evict tenants only under certain circumstances, such as failure to pay rent, being a nuisance tenant, and other reasons. The law also caps allowable rent increases.

- *New York State Judicial Security Act (PPGG Part F)*

Allows justices and judges, their immediate family, and certain other court personnel to request that certain personal information (such as home addresses) be withheld or redacted from the internet. Also creates the felonies of aggravated assault and aggravated harassment of a judge.

- *Pension Final Average Salary Computation (ELFA Part QQ)*

Changes the Final Average Salary (FAS) calculation from the highest five consecutive years of service credit to the highest three years for those participating in Tier 6 of the New York State and Local Retirement System (NYSRLRS).

- *Sunset COVID-19 Sick Leave Law (ELFA Part M)*

Ends the COVID-19 Sick Leave Law, which required employers to provide sick leave benefits, paid family leave, and disability benefits to employees under a mandatory or precautionary order of quarantine or isolation. The law sunsets on July 31, 2025.

- *Extraordinary Circumstances Videoconferencing (TED Part KK)*

Extends the authority to use extraordinary circumstances videoconferencing (ECV) technology for municipal meetings through July 1, 2026. For more information on the authority and procedure to use ECV during municipal meetings, please see the Committee on Open Government's [website](#).

- *Dormitory Authority of the State of New York (DASNY) (TED Parts U and V)*

New York will extend DASNY's authority to create certain subsidiaries through July 1, 2026, but DASNY will not be given the authority to provide services to such municipalities receiving certain grants or loans.

Extenders under Transportation and Economic Development (TED)

TED includes several provisions extending programs that were scheduled to expire in 2024. These provisions have an immediate effective date.

The Urban Development Corporation authority to administer the *Empire State Economic Development Fund* and make loans has been extended to July 1, 2025 (TED Part AA).

Minority- and women-owned business enterprise (MWBE) provisions included in Executive Law Article 15-a are continued through July 1, 2025 (TED Part Y).

- *Climate Smart Communities Grant Program (TED Part S)*

DEC is authorized as soon as the budget is signed to increase grants for the Climate Smart Communities program to 80 percent of project costs for qualifying applicants meeting financial hardship criteria or that are a disadvantaged community. You can find out more about the Climate Smart Communities Grant Program on the NYSDEC website [here](#).

- *NYSERDA Build-Ready Program (TED Part M)*

New York will extend NYSERDA's Build-Ready Program through April 19, 2030 to encourage the siting of clean energy projects. New York will also expand the program to include qualified energy storage systems as defined in Public Service Law § 74 where the host municipality approves of the build-ready site. These provisions will take effect immediately upon adoption of the budget. In addition, the program is being expanded to include certain agrivoltaic projects. Finally, the Build-Ready Program will not be available for certain agricultural land.

- *RAPID Act (TED Part O)*

The RAPID Act streamlines the siting of major renewable energy facilities and major electric transmission facilities.

ORES, which currently permits major renewable energy facilities, will be moved from the Department of State to the Department of Public Service and will have the authority to permit major renewable energy facilities and major electric facilities under a process similar to the current ORES process to site major renewable energy facilities under Executive Law, §94-c and applicable regulations and policies. We asked that municipalities be afforded the same opportunity to participate in the siting process as they are currently afforded under article 7 of the Public Service Law. Pursuant to article 7 of the Public Service Law, an applicant is required to comply with relevant local laws unless the Public Service Commission determines that it would be "unreasonably restrictive in view of the existing technology, or of factors of cost or economics, or of the needs of consumers whether located inside or outside of such municipality." The RAPID Act also requires an applicant to comply with relevant local laws but changes the standard of review allowing ORES to exempt compliance if ORES determines that it would be "unreasonably burdensome in view of the CLCPA targets, the environmental benefits, and in the case of a transmission facility, the public need for the proposed project." In addition, under the Article 7 siting process, a host municipality was entitled to party status in the siting process, but under the RAPID Act, a host municipality must raise a significant and substantive issue in order for ORES to hold an adjudicatory hearing where a host municipality will be afforded more opportunity to demonstrate the need for the applicant to comply with its relevant local laws.

- *Return Tax Foreclosure Surplus to Property Owner (PPGG Part BB (formerly Revenue Part N))*

This provision modifies Real Property Tax Law to include language on real property tax bills notifying property owners of their potential eligibility for certain exemptions. Additionally, the law modifies the in rem process to include the cost of appraisals when determining the amount of surplus attributable to a delinquent parcel and provides that the taxing jurisdiction is entitled to \$250 or 2 percent of the outstanding delinquencies, whichever is greater. Additional costs can be recovered upon a demonstration in court by the taxing jurisdiction in the event the costs exceed the statutory amount provided. The law also creates the homeowner bill of rights which, among other things, imposes certain

notice requirements upon taxing districts upon the commencement of foreclosure proceedings and authorizes the establishment of installment payments.

- *Modernize Tax Law to Include the Vacation Rental Industry (Revenue Part K)* – **omitted** from final budget.
- *Clarify the Telecommunications Assessment Ceiling Program (Revenue Part M)*– **omitted** from final budget.

Artificial Intelligence

There are two new provisions in the final TED budget bill that address Artificial Intelligence (AI).

- *Empire AI Research Institute at SUNY Buffalo (TED Part TT)*

New York State will be establish the Empire AI Research Institute at SUNY Buffalo to promote responsible research and development of artificial intelligence technology and advance the public interest in the use of artificial intelligence and advance the ethical use of artificial intelligence. This AI Institute will be operated by a nonprofit entity called the Empire AI Consortium. New Yorkers will begin seeing annual reports on the AI Institute's work beginning May 1, 2027.

- *Artificial Intelligence Deceptive Practices Act (TED Part MM)*

New York will amend the Civil Rights Law to protect individuals' privacy from the use of digitized images and likenesses of individuals. In addition, New York will amend the Election Law to address the use of artificially created images and likenesses in political communications. These provisions have an immediate effective date.

INTEROFFICE MEMORANDUM

TO: TOWN BOARD, NANCY WEBER, NED WATERBURY
FROM: NICOLE WILD
SUBJECT: CLERK TO ZONING AND PLANNING BOARDS
DATE: 4/24/2024

The Zoning and Planning Boards are still without a clerk and I am concerned that this is a problem for the Town. I resigned from the position because I value my family time in the evenings and felt that the amount I was receiving for being the clerk to these boards was nowhere near worth that time away. I had hoped that someone else would seek the position.

I have considered both my family time as well as the Town's need for this position to be filled. I would like to offer my services as Part Time Clerk to the Zoning and Planning Boards for a salary of \$3,600 per year.

I have taken into account the number of hours the clerk has spent at these board meetings in the past as well as other duties for which the clerk is responsible, including but not limited to: publishing meeting minutes, drafting and publishing public notices and interoffice memoranda, maintaining attendance and training/educational records, disseminating information, and acting as a general hub of communication between different departments/agencies.

Thank you for your consideration.

april 2024

et cetera

A member-focused, digital round-up
of breaking news and timely updates

Calender of Events

2024 Town Finance Schools

- **May 7-8, 2024 | Geneva, NY**
- **May 14-15, 2024 | Albany, NY**
- **Member \$200 | \$225 on-site**

Co-sponsored with the Office of the State Comptroller. Registration includes all-conference access, including admittance to all presentations, as well as our exhibitor hallway, and breakfast, lunch, refreshment breaks and materials. Click [here](#) for the full agenda and registration form.

- **41 Lakefront Hotel**, 41 Lake Front Drive, Geneva, NY 14456 • \$107/night • 315-789-0400 (mention Association of Towns) • Cut-off is April 16.
- **Albany Marriott**, 189 Wolf Road, Albany, NY 12205 • \$114/night • 518-458-8444 (mention Association of Towns) • Cut-off is May 1.

To view the full agenda and schedule, click [here](#).

To download a registration form, click [here](#).

2024 Highway School

- **June 3 - 5, 2024 • Ithaca College**

Sponsored by the Association of Towns and the NYS LTAP Center - Cornell Local Roads Program

Early registration fee on or before May 17: \$125.

After May 17, attendees must register on-site at a rate of \$165.

2024 Highway School Topics

Legal Panel • Budget, Inflation, & Purchase Lead Time
• Highway Materials • CDL Training • Electric Vehicles
• Signs and Markings • A Year in the Life of a Highway Superintendent • Reasonable Suspicion

On-Site Registration and early check-in is available between 3 and 5 p.m. on Sunday June 2 in the Glazer Arena of the Ithaca College Athletics and Events Center on the Ithaca College Campus. Conference check-in will resume Monday June 3 at 8 a.m.

ONLINE REGISTRATION IS OPEN NOW!

[Click here to register online today.](#)

ARPA Reporting Update

The vast majority of towns in New York are designated as "NEU" American Rescue Plan Act (ARPA) recipients, which means your town received less than \$10 million in ARPA funding. It also means that you must submit a report to the United States Treasury **by April 30** regarding how ARPA funds have been spent. We've compiled a list FAQs to help guide you through the process.

1. ***My town already spent all of the ARPA money, do we still have to submit a report?***

You sure do! All recipients must submit reports through the end of the grant term (2026), or until the Treasury issues formal close out instructions. If you've already spent the money, you have nothing to report – easy peasy! Simply log into the portal, verify that you took the standard allowance (more on that later), certify, and submit!

2. ***What should I do before accessing the reporting portal?***

First, check that the town has a sam.gov account that is registered through April 30, 2024 (most of you will). You can check your town's registration status on sam.gov [here](#). Next, figure out who is the account administrator, the point of contact for reporting, and the authorized representative for reporting. Remember, one person can be designated for all three roles, and anyone designated to one of those roles must be registered with [login.gov](#). The account administrator is the most important role as they are the only ones who can log on to the portal and change who is designated as account admin, point of contact, and authorized representative.

3. ***What is the difference between an account administrator, point of contact, and authorized representative?***

- **Account administrator** – responsible for maintaining names, contact info, can view and submit reports
- **Point of Contact for Reporting** – receives notifications. Can complete reports but cannot submit them
- **Authorized Representative** – responsible for certifying and submitting reports

Remember, one person can be named account admin, point of contact, and authorized representative.

4. ***What if I have no one who the account administrator is or they are no longer in office?***

No worries, contact the Treasury at slfrf@treasury.gov to have a new account administrator assigned. Again, anyone the town wants to list as account administrator must already have an account or register for an account with login.gov

5. ***What if I have no one who the point of contact or authorized representative is?***

Have the authorized admin sign on to the portal, and that information will be listed in there. If the town wants to change who is designated in those roles, the account administrator may do that through the portal.

6. Once you have access to the portal, select the standard allowance. This isn't really a question, but a direction. Taking the standard allowance makes reporting **SIGNIFICANTLY** easier. We cannot stress this enough, take the standard allowance. We're not even going to cover what you have to do if you don't take the standard allowance. Just pretend like the standard allowance is the only option.

7. ***Under what category do I choose to report projects and expenditures?***

Since you wisely took the standard allowance, ALL of your projects and expenditures should be reported under Category 6.1. All of them. Every single one. No exceptions. If you took the standard allowance, everything gets reported under 6.1.

Legislative Update

Clean Energy Communities Program Funding

The Public Service Commission is currently soliciting comments on a matter that, among other things, will potentially drastically decrease funding for the Clean Energy Communities program. Members can submit comments on the proposal [here](#). Comments need not be formal or technical – we encourage members to let the PSC know how the Clean Energy Communities program has worked in your municipality and any other feedback you may have.

Legislation to Watch

Members can find the full text of the legislation listed below by accessing the public Legislative Retrieval System available [here](#). Legislation may also be found on the Assembly and Senate websites.

- A8386/S7791 – “The Faith-Based Affordable Housing Act”

Creates a new section of General Municipal Law that allows places of worship such as temples, churches, mosques, and synagogues to bypass local zoning laws that restrict their ability to develop land (subject to certain requirements). In towns with less than 50,000 residents, up to 30 units per acre could be developed with a percentage dedicated to affordable housing. In towns with larger populations, 50 units could be developed with a percentage dedicated to affordable housing.

- A9587/S8915 – Municipal Deposits at Credit Unions

This legislation would give municipalities the option of using credit unions as depositories subject to certain limitations.

- RAPID Act



AOT recently submitted a memo to the Legislature outlining our concerns with parts of a proposal in the budget known as the RAPID Act (TED Part 0) that deals with the siting of major energy transmission facilities. Consistent with AOT's 2024 Legislative Priorities, our memo addressed the fact that the proposal no longer automatically allows host municipalities to be part of the siting proceeding and eliminates holding an adjudicatory hearing on a proposed project as of right. Instead, under the new proposal, a host municipality may only become a party to the proceeding if certain standards are met, and even then a public hearing soliciting comments may be held in place of a full adjudicatory hearing that allows for a more complete vetting process. AOT also objected to a

new standard for overturning local laws. Right now, local laws may be overturned as part of the siting of major electronic transmission facilities if “as applied to the proposed facility such is unreasonably restrictive in view of the existing technology, or of factors of cost or economics, or of the needs of consumers whether located inside or outside of such municipality,” (see Public Service Law § 126). However, the proposal in the RAPID Act allows ORES to exempt an applicant from complying with municipal requirements when ORES determines the requirements are “unreasonably burdensome in view of the CLCPA targets, the environmental benefits” and “the public need for the proposed project” (Proposed Public Service Law § 140[5]).

Case Law Update

New York Federal Court Finds Three-Year Statute of Limitations Applies in Claims to Surplus from In Rem Foreclosure Proceedings*

In May 2023, a unanimous Supreme Court found that a locality's retention of excess proceeds from property tax foreclosures gave rise to a takings claim under the Takings Clause of the United States Constitution. (see *Tyler v. Hennepin County, Minnesota, et al* (143 US 1369 [2023])). The current in rem process in New York authorizes taxing districts to retain excess proceeds from real property sales. Predictably, this finding resulted in former property owners filing suit against taxing jurisdictions, asserting that the proceeds from the foreclosure proceedings previously conducted belonged to them. In *Polizzi et al v. County of Schoharie*, (2024 WL 1061503), three former property owners sued the county,

which had foreclosed upon their properties to satisfy delinquent real property taxes. The former owners asserted that the *Tyler* decision required the county to pay them any surplus proceeds from the sale of their properties. The court dismissed the claim of one plaintiff, finding that the timeframe to file a lawsuit was three years from the date of the sale of the property and the in rem proceeding on her property was outside that timeframe. However, the court allowed the other cases to proceed, finding that both federal and state law allow for a three-year statute of limitations for former owners to file suit. Practically speaking, this means that local governments do not have to worry about former property owners

coming out of the woodwork to claim the surplus proceeds from sales that occurred decades ago. Instead, former owners have up to three years to file suit for any surplus proceeds upon the sale of their property.

***Author's Note:** As of press time, there is both budget and stand-alone legislation pending that addresses surplus proceeds from in rem proceedings. The holding in this case regarding the three-year statute of limitations period remains good case law regardless of what is ultimately adopted.

Hot Topic

Are GPS Routes Sending Heavy Vehicles Down Main Street? You Can Regulate That!

While the advent of GPS has rendered the motorist struggling to unfold a paper map a more uncommon sight, this modern convenience has had an unintended consequence: heavy trucks traversing town highways and main streets that do not have the capacity to accommodate them. If the town cannot accommodate heavy vehicles on certain highways, options abound:

1. **Road Use Agreement:** Towns have the authority to enter into road use agreements with parties seeking to use heavy vehicles. The enforcement mechanism in Highway Law § 320 provides for treble damages in the event the highways are damaged and the parties involved do not adhere to the agreement
2. **Road Preservation Law:** The town can adopt a road preservation law pursuant to its home rule authority, wherein the town requires haulers to establish bonds, among other things.
3. **Truck Routes:** Vehicle and Traffic Law § 1660 authorizes localities to establish truck routes within their jurisdiction. In so doing, the town must follow proper procedure and ensure that trucks are not denied access to state highways by the designated routes.

If you would like a sample road use agreement or road preservation local law, please contact Katie Hodgdon at khodgdon@nytowns.org.

Opinions Wanted! The future of our Annual Meeting depends on them!

We know you've got opinions about our annual meeting, and we'd like you to share them with us! More than 1100 of you joined us this past February for our 2024 Annual Meeting & Training School.

Whether you were able to join us this year or not, we are asking for your help by participating in a 5-minute survey so we can better plan our future flagship event. Please take some time to complete this brief survey and let us know your thoughts by clicking [here](#) or scanning the QR code below. Thanks for your help!

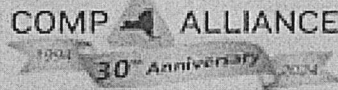


Safe Lifting Techniques

Every year, employee lifting injuries are among the most frequent workplace injuries. It can be difficult to pinpoint an exact

job function that contributes to these strain injuries because employees are always lifting and moving objects throughout each day. Controls for these types of injuries can include:

- Practicing proper lifting techniques. Lift with the legs and don't bend over at the waist. Instead, maintain a firm lifting base with the back straight. Don't twist at the waist, but do move with your feet. Keep the lift and load close to your body, meaning don't reach and lift. Test the load first and if it's too heavy, team lift or use a mechanical device for assistance.
- Providing proper storage. When items are stored at a height between the knees, off the floor about two feet, and below the shoulders, it creates a safer environment to move items around, greatly reducing bending over and reaching overhead.
- Mechanical assistance. Use hand carts, hand trucks, and dollies for moving heavy loads and moving repetitively. Consider lifting belts worn by staff with routine lifting functions.



April Supervisor Roundtable

- Wednesday, April 10 at 1 pm

Attention all supervisors! Our monthly supervisor roundtable zoom is back, with a new and improved format.

Join us on Wednesday, April 10, 2024 at 1:00 PM to discuss hot topics with other supervisors from around the state. To join the zoom, visit <https://us06web.zoom.us/j/82164263191>

If you have any specific issues you would like to add to the agenda, please contact Katie Hodgdon at khodgdon@nytowns.org. Please join us!

7th Annual Hudson Valley Affordable Housing Summit

On behalf of the Land Use Law Center, the Housing Action Council and the ABA State and Local Government Law Section, we are pleased to announce the 7th Annual Hudson Valley Affordable Housing Summit. Scheduled for Thursday, May 2, 2024, this year's summit will include presentations on community land trusts, public-private partnerships, affordable housing bonds, state preemption and putting the "Y" in YIMBYism.

Keynote Address: "What the National Zoning Atlas Reveals about Housing" by Sara C. Bronin, Professor, Cornell University

The National Zoning Atlas aims to unlock zoning's black box by centralizing, standardizing, and making accessible information about local governments' most important power: zoning. Hear more about the methods the NZA team has used to collect and analyze thousands of legal texts, what those texts say, and how the NZA can be used to explore housing affordability, climate resiliency, transportation investment, and more.

Visit the [event page](#) for more information, including [registration](#), the agenda, a list of presenters, and more details about the full two-day ABA event.

Registration Fee **Thursday, May 2 Only**

Housing Summit Only w/
CLE - \$175.00

Housing Summit Only
without CLE - \$100.00



TOWN CLERK'S MONTHLY REPORT

TOWN OF MEXICO, NEW YORK

APRIL, 2024

TO THE SUPERVISOR:

PAGE 1

Pursuant to Section 27, Subd 1 of the Town Law, I hereby make the following statement of all fees and moneys received by me in connection with my office during the month stated above, excepting only such fees and moneys the application and payment of which are otherwise provided for by Law:

A1255

| | | | |
|-----------|-------------------|--------------------|---------------|
| <u>1</u> | MARRIAGE LICENSES | NO. 24005 TO 24005 | <u>17.50</u> |
| <u>22</u> | CERTIFIED COPIES | | <u>232.00</u> |

| | |
|------------------------------|---------------|
| TOTAL TOWN CLERK FEES | 249.50 |
|------------------------------|---------------|

A2544

| | | |
|-----------|--------------|---------------|
| <u>30</u> | DOG LICENSES | <u>187.00</u> |
|-----------|--------------|---------------|

| | |
|--------------------|---------------|
| TOTAL A2544 | 187.00 |
|--------------------|---------------|

A2555

| | | |
|----------|------------------|-----------------|
| <u>9</u> | BUILDING PERMITS | <u>2,562.00</u> |
|----------|------------------|-----------------|

| | |
|--------------------|-----------------|
| TOTAL A2555 | 2,562.00 |
|--------------------|-----------------|

F1234

| | | |
|-----------|----------------|-----------------|
| <u>16</u> | WATER PAYMENTS | <u>3,574.04</u> |
|-----------|----------------|-----------------|

| | |
|--------------------|-----------------|
| TOTAL F1234 | 3,574.04 |
|--------------------|-----------------|

TOWN CLERK'S MONTHLY REPORT

APRIL, 2024

page 2

DISBURSEMENTS

| | |
|---|-----------------|
| PAID TO SUPERVISOR FOR GENERAL FUND | <u>2,998.50</u> |
| PAID TO TOWN FOR WATER PAYMENTS | <u>3,574.04</u> |
| PAID TO NYS ANIMAL POPULATION CONTROL PROGRAM | <u>36.00</u> |
| PAID TO NYS HEALTH DEPT FOR MARRIAGE LICENSES | <u>22.50</u> |

| | |
|----------------------------|-----------------|
| TOTAL DISBURSEMENTS | 6,631.04 |
|----------------------------|-----------------|

Report by District

Total

05/01/24

Page 1

| Account | Pay ID | Pay Date | Bill ID | Amount | Penalty | Taxes | Total |
|---------------|-------------------|----------|---------|------------|----------|--------|------------|
| DISTRICT 1 | | | | | | | |
| Sub - Totals: | METERS & PARTS-01 | | | \$350.00 | \$0.00 | \$0.00 | \$350.00 |
| Sub - Totals: | SHUTOFF-FEE | | | \$150.00 | \$0.00 | \$0.00 | \$150.00 |
| Sub - Totals: | Water-00 | | | \$2,175.09 | \$220.98 | \$0.00 | \$2,396.07 |
| Sub - Totals: | DISTRICT 1 | | | \$2,675.09 | \$220.98 | \$0.00 | \$2,896.07 |
| DISTRICT 2 | | | | | | | |
| Sub - Totals: | METERS & PARTS-01 | | | \$3,000.00 | \$0.00 | \$0.00 | \$3,000.00 |
| Sub - Totals: | SHUTOFF-FEE | | | \$100.00 | \$0.00 | \$0.00 | \$100.00 |
| Sub - Totals: | Water-00 | | | \$814.95 | \$87.02 | \$0.00 | \$901.97 |
| Sub - Totals: | DISTRICT 2 | | | \$3,914.95 | \$87.02 | \$0.00 | \$4,001.97 |
| DISTRICT 3 | | | | | | | |
| Sub - Totals: | SHUTOFF-FEE | | | \$50.00 | \$0.00 | \$0.00 | \$50.00 |
| Sub - Totals: | Water-00 | | | \$307.75 | \$30.38 | \$0.00 | \$338.13 |
| Sub - Totals: | DISTRICT 3 | | | \$357.75 | \$30.38 | \$0.00 | \$388.13 |
| DISTRICT 5 | | | | | | | |
| Sub - Totals: | METERS & PARTS-01 | | | \$1,250.00 | \$0.00 | \$0.00 | \$1,250.00 |
| Sub - Totals: | DISTRICT 5 | | | \$1,250.00 | \$0.00 | \$0.00 | \$1,250.00 |
| Grand Totals: | | | | \$8,197.79 | \$338.38 | \$0.00 | \$8,536.17 |

Payment History Write Off 's

| <u>Account</u> | <u>AcctId</u> | <u>PayId</u> | <u>Amount</u> | <u>Penalty</u> | <u>Taxes</u> | <u>Totals</u> |
|----------------|---------------|--------------|---------------|----------------|--------------|---------------|
|----------------|---------------|--------------|---------------|----------------|--------------|---------------|

Sub - Totals :

Grand- Totals :

Town of Mexico
2024 Tax Collection Reconciliation

Interest and Earnings

| | |
|---|------------------|
| Checkbook Interest Earned (Jan, Feb, Mar) | \$ 2,314.73 |
| Bad Ck. Fees Collected | \$ 60.00 |
| Penalties Collected | \$ 8,639.45 |
| Late Fees/Overpayments Collected | \$ 222.00 |
| Late Notice Reimbursement by County | \$ <u>620.00</u> |

Less:

| | |
|-----------------------------|--------------|
| Franchise Fee Due to County | (\$1,150.12) |
| Bad Ck. Fees Paid | (\$60.00) |

| | |
|-----------------------|--------------|
| TOTAL EARNING TO TOWN | \$ 10,646.06 |
|-----------------------|--------------|

Town of Mexico

Mother of Towns

(315) 963-7633 Town Office
(315) 963-8794 Zoning
(315) 963-3491 Assessor
TTY 1-800-662-1220

Fax (315) 936-8806
64 South Jefferson St.
PO Box 98
Mexico, NY 13114

Code Enforcement Officers Report April 2024

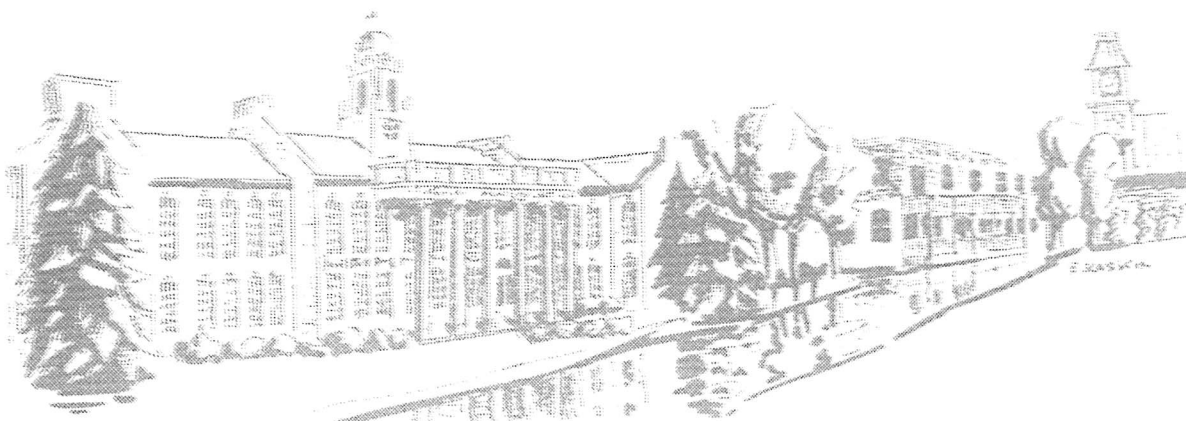
8 building permits issued.

Issued 2 violations.

Building inspections are ongoing for open permits.

Reports are attached.

Ronald J Marsden



Town of Mexico

Building Permits by Issued Date: 04/01/2024 - 04/30/2024

| Permit# Applicant Name | Issued | Final | Property Owner & Location | Tax Map# Lot# | Fee | Project Cost |
|--------------------------------|----------|-------|--------------------------------------|------------------|------------|-----------------|
| 24-0019 Mc Stay-Smith Debra | 04/01/24 | | Mc Stay-Smith Debra 2667 Us Rt 11 | 173.00-01-02.2 | 65.00 ✓ | 2,300.00 |
| 24-0020 Castro Jose | 04/03/24 | | Castro Jose Rice Rd | 154.00-02-38 | 342.00 ✓ | |
| 24-0021 Ruffos Daniel | 04/09/24 | | Ruffos Daniel 175 Czebeniak Rd | 172.00-02-24.02 | 300.00 ✓ | 40,000.00 |
| 24-0022 Miner Jonathan | 04/10/24 | | Miner Jonathan 255 Cole Rd | 099.00-04-02 | 450.00 ✓ | 40,000.00 |
| 24-0023 Griffin Douglas E | 04/22/24 | | Griffin Douglas E 196 Co Rt 58 | 153.00-02-15.1 | 42.00 ✓ | 2,500.00 |
| 24-0024 Hershberger Eli | 04/23/24 | | Hershberger Eli 313 Halsey Rd S | 117.00-01-05 | 50.00 ✓ | 25,000.00 |
| 24-0025 Mcmanus Francis | 04/23/24 | | Mcmanus Francis 2793 St Rt 104 | 135.00-03-02.1 | 153.00 ✓ | 5,000.00 |
| 24-0026 Defalco Angela | 04/29/24 | | Defalco Angela 58 Sabill Dr | 133.00-01-22.07 | 468.00 ✓ | 200,000.00 |
| Total Count: | | | 8 | Total: | \$1,870.00 | \$314,800.00 |

TOWN OF MEXICO
BP - BP Transaction Report
For the period 04/01/2024 through 04/30/2024

| Type | Date | Comment | Name | Quantity | Fee |
|------|------------|------------------|------------------|----------|----------|
| 1.BP | 04/03/2024 | 24-0020 | CASTRO JOSE | 1 | 342.00 ✓ |
| 2.BP | 04/04/2024 | | SMITH, DEBRA | 1 | 65.00 ✓ |
| 3.BP | 04/09/2024 | 24-0006 | BESHURES MICHAEL | 1 | 692.00 |
| 4.BP | 04/09/2024 | 24-0021 | RUFFOS DANIEL | 1 | 300.00 ✓ |
| 5.BP | 04/10/2024 | 24-0022 | MINER JONATHAN | 1 | 450.00 ✓ |
| 6.BP | 04/22/2024 | 153.00-02-15.1 | GRIFIN DOUGLAS | 1 | 42.00 ✓ |
| 7.BP | 04/23/2024 | 24-0024 LEAN TOO | HERSHBERGER, ELI | 1 | 50.00 ✓ |
| 8.BP | 04/23/2024 | 24-0025 ADTN | MCMANUS, FRANCIS | 1 | 153.00 ✓ |
| 9.BP | 04/29/2024 | 24-0026 | DEFALCO ANGELA | 1 | 468.00 ✓ |
| | | | | 9 | 2,562.00 |

| | | |
|-------------|---|----------|
| Total Sales | 9 | 2,562.00 |
|-------------|---|----------|

Permit # 24-0006 on previous month 692.00
1870.00

Town of Mexico

Violation Summary by Date Range: 04/01/2024 - 04/30/2024

| Violation# | Violator Name | Violation Date | Property Owner & Location | Tax Map# | Offense |
|--------------|---------------|----------------|----------------------------------|-----------------|--------------------|
| 24-0028 | Cyr Michael A | 04/16/24 | Cyr Michael A 209 Halladay Rd | 153.00-01-13.05 | Rubbish and Debris |
| 24-0029 | Cyr Michael A | 04/16/24 | Cyr Michael A 209 Halladay Rd | 153.00-01-13.05 | unsafe structures |
| Total Count: | | 2 | | | |

Highway Superintendent Report April 2024

General maintenance on equipment

Picking up roadside trash

Patching potholes throughout the town

Mowing cemeteries, Casey Cottage, town office, highway dept.

Ditching throughout the town

Cleaning up winter debris

Highway Superintendent

A handwritten signature in black ink, consisting of a large, stylized 'Q' followed by several loops and a long horizontal stroke at the end.

Community Park Report April 2024

Turn water and appliances on.

Picked up trash throughout the park

Wifi is installed

Mowed


Park Grounds Manager

A handwritten signature in black ink, consisting of a large, stylized 'P' followed by several loops and a long, sweeping tail.

SUPERVISOR

To the Mexico Town Board, pursuant to section 119 of the Town Law, I hereby render the following detailed statement of all moneys received and disbursed by me, as Supervisor, during the month of April 2024

| | | |
|-------------------------|---|--------------------------------|
| | Prev Balance | \$ 2,556,497.65 |
| 24-Apr | Feb Water Deposit | \$29,948.99 |
| | Mar Water Deposit | \$12,451.26 |
| | Clerk Fees/Vital Records | \$50.56 |
| | Dog Licenses | \$296.00 |
| | Fines and Bail | \$3,460.00 |
| | Building Permits | \$9,102.30 |
| | April Interest | \$3,577.50 |
| | MPP Reservation | \$800.00 |
| | Annual Franchise Fee Charter Communications | \$33,121.77 |
| | Oswego County IDA | \$312.00 |
| | NYMIR 2024 Silverado Repair | \$1,654.33 |
| | Interest & Penalties Property Taxes Collected | \$10,646.06 |
| | Sub Total | \$105,420.77 |
| | April Capital Interest | \$1,510.27 |
| | Sub Total | \$106,931.04 |
| | | \$ 2,663,428.69 |
| HIGHWAY RECEIPTS | Prev Balance | \$2,251,899.95 |
| 24-Apr | April Interest | \$621.86 |
| | Sub Total | \$621.86 \$2,252,521.81 |
| GENERAL EXPENSES | | |
| | EEHC | (\$173.34) |
| | Paid Vouchers | \$27,560.53 |
| | Payrolls | \$33,471.47 |
| | MPP Caretaker Utility Reimbursement | (\$650.79) |
| | Town of NH H.I. Reimbursement | (\$1,764.02) |
| | Sub Total | \$58,443.85 |
| HIGHWAY EXPENSES | | |
| | EE CURRENT HC CONTRIBUTION | (\$608.80) |
| | Paid Vouchers | \$25,560.77 |
| | Payrolls | \$40,069.13 |
| | Sub Total | \$65,021.10 |
| | GENERAL Balance | \$2,604,984.84 |
| | HWY Balance | \$2,187,500.71 |
| | Total | \$4,792,485.55 |


Eric Behling, Supervisor

5-9-24
Date

CASH REPORT

| FUND | 24-Apr | 23-Apr | 22-Apr | 21-Apr | 20-Apr |
|-----------------|----------------|----------------|----------------|----------------|----------------|
| A Gen TW | 1,323,679.67 | 1,230,664.63 | 1,086,720.93 | 988,097.20 | 1002415.14 |
| CAP Rev | 635,792.83 | 624,697.42 | 533,499.47 | 442,998.30 | 361200.5 |
| B Gen OV | -370,016.59 | -109,766.24 | 44,227.65 | 137728.94 | 153037 |
| DA Hwy TW | 1,067,733.86 | 1,056,875.76 | 1,283,490.39 | 941717.66 | 976853.7 |
| DB Hwy OV | 1,168,799.10 | 1,077,814.99 | 631,473.96 | 773952.2 | 780430.54 |
| SF Fire | 6,531.29 | 56,758.29 | 5,758.29 | 14985.29 | 22131.29 |
| SM Mapleview | 4,856.07 | 5,130.76 | 4,523.80 | 3780.94 | 3105.2 |
| SS Sew | 9,982.15 | 8,446.15 | 7,510.15 | 7246.15 | 6982.15 |
| ST Texas | 2,637.57 | 3,437.27 | 3,854.21 | 4079.44 | 4143.84 |
| FO Wtr 1 | 423,399.69 | 394,532.99 | 383,489.95 | 373426.16 | 368039.51 |
| F2 Wtr 2 | 454,036.64 | 418,766.92 | 406,656.56 | 391828.85 | 368806.56 |
| F3 Wtr 3 | 59,159.16 | 53,797.18 | 55,120.12 | 59674.12 | 59763.48 |
| W5 Wtr 5 | 105,947.76 | 66,884.68 | 29,976.45 | 75336.38 | 43002.68 |
| TA Trust/Agency | 28,607.61 | 25,841.56 | 24,340.87 | 17716.66 | 17874.19 |
| TOTAL | \$4,921,146.81 | \$4,913,882.36 | \$4,500,642.80 | \$4,232,568.29 | \$4,167,785.78 |

DRAFT

INTERMUNICIPAL COOPERATION AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 2024,
by and between the **TOWN OF MEXICO**, a municipal corporation, with offices located at 64 S. Jefferson Street, Mexico, NY 13114 (hereinafter referred to as the “Town”), and the **VILLAGE OF MEXICO**, a municipal corporation, with offices located at 3236 Main Street, Mexico, NY 13114 (hereinafter the “Village”).

WITNESSETH:

WHEREAS, §272-a(1) of the New York State Town Law provides, in relevant part, as follows:

- “(a) Significant decisions and actions affecting the immediate and long-range protection, enhancement, growth and development of the state and its communities are made by local governments.
- (b) Among the most important powers and duties granted by the legislature to a town government is the authority and responsibility to undertake town comprehensive planning and to regulate land use for the purpose of protecting the public health, safety and general welfare of its citizens.
- (c) The development and enactment by the town government of a town comprehensive plan which can be readily identified, and is available for use by the public, is in the best interest of the people of each town.
- (d) The great diversity of resources and conditions that exist within and among the towns of the state compels the consideration of such diversity in the development of each town comprehensive plan.
- (e) The participation of citizens in an open, responsible and flexible planning process is essential to the designing of the optimum town comprehensive plan.
- (f) The town comprehensive plan is a means to promote the health, safety and general welfare of the people of the town and to give due consideration to the needs of the people of the region of which the town is a part.
- (g) The comprehensive plan fosters cooperation among governmental agencies planning and implementing capital projects and municipalities that may be directly affected thereby.

- (h) It is the intent of the legislature to encourage, but not to require, the preparation and adoption of a comprehensive plan pursuant to this section.”; and

WHEREAS, §7-722(1) of the New York State Village Law contains identical provisions with regard to a village’s Comprehensive Plan; and

WHEREAS, both New York State statutes define the Town and Village Comprehensive Plan, in relevant part, as follows:

“The materials, written and/or graphic, including, but not limited to, maps, charts, studies, resolutions, reports and other descriptive materials that identify the goals, objectives, principles, guidelines, policy standards, devices and instruments for the immediate and long-range protection, enhancement, growth and development of the [municipality] located”; and

WHEREAS, both New York State statutes provide, in relevant part, that the Town Board and/or Village Board of Trustees may by resolution prepare a Town/Village Comprehensive Plan and amendments thereto; and

WHEREAS, the contents of the Town and/or Village Comprehensive Plan, as set forth in Town Law §272-a(3) may include the following topics at a level of detail adapted by the special requirements of the municipality:

- “(a) General statements of goals, objectives,, principles, policies, and standards upon which proposals for the immediate and long-range enhancement, growth and development of the town are based.
- (b) Consideration of regional needs and the official plans of other government units and agencies within the region.
- (c) The existing and proposed location and intensity of land uses.
- (d) Consideration of agricultural uses, historic and cultural resources, coastal and natural resources and sensitive environmental areas.
- (e) Consideration of population, demographic and socio-economic trends and future projections.
- (f) The location and types of transportation facilities.

- (g) Existing and proposed general location of public and private utilities and infrastructure.
- (h) Existing housing resources and future housing needs, including affordable housing.
- (i) The present and future general location of educational and cultural facilities, historic sites, health facilities and facilities for emergency services.
- (j) Existing and proposed recreation facilities and parkland.
- (k) The present and potential future general location of commercial and industrial facilities.
- (l) Specific policies and strategies for improving the local economy in coordination with other plan topics.
- (m) Proposed measures, programs, devices, and instruments to implement the goals and objectives of the various topics within the comprehensive plan.
- (n) All or part of the plan of another public agency.
- (o) Any and all other items which are consistent with the orderly growth and development of the Town.”; and

WHEREAS, §7-722(3) of the Village Law contains identical provisions with regard to the topics which may be included in the Village Comprehensive Plan; and

WHEREAS, §272-a of the Town Law and §7-722 of the Village Law provide, in relevant part, that all of the Town’s/Village’s land use regulations must be in accordance with the Comprehensive Plan adopted pursuant to these sections of the law; and

WHEREAS, the Town adopted a Comprehensive Plan in _____; and

WHEREAS, the Village adopted a Comprehensive Plan in _____; and

WHEREAS, both the Town and the Village want to adopt a joint Comprehensive Plan;
and

WHEREAS, both the Town Law and Village Law recommend periodic reviews of the adopted Comprehensive Plan; and

WHEREAS, the New York State Town Law and Village Law provide, in relevant part, that all Town/Village land use regulations must be in accordance with a Comprehensive Plan adopted pursuant to the respective sections of the law; and

WHEREAS, the Town Board and the Village Board have determined that the current zoning codes for the respective municipalities are in need of revision and update, and that, as a condition precedent to that process, the joint Comprehensive Plans of the Town and Village must be updated in accordance with the requirements of the New York State Law and Village Laws; and

WHEREAS, the Village Board of Trustees has resolved to pledge the amount of not more than \$23,500 towards the completion of the joint Town and Village Comprehensive Plan through the NYS Regional Planning and Development Board at a meeting on April 5, 2023; and

WHEREAS, the New York State Town and Village statutes provide, in relevant part, that the municipalities may by resolution direct a “special board” to prepare the proposed amendments to the Comprehensive plan and prescribe certain procedures to be followed by the special board and the respective municipal boards in adoption of the Comprehensive Plan amendments; and

WHEREAS, the Town Board and the Village Board, on or about _____, 20____, created a Comprehensive Plan committee and appointed the following members to that committee:

1. Eric Behling TownSupervisor@mexicony.org
2. Lori Burrows lburrows95@gmail.com
3. Marcia Delong Marciadelong4@gmail.com
4. Jeanie Gleisner jgleisner@cnyrpd.org

5. Terry Grimshaw grim1@twcny.rr.com
6. Amanda Magro amandamagro@yahoo.com
7. Gary Toth gltoth2003@yahoo.com
8. Allison Trudell trudellusmc@aol.com
9. Nancy Weber nkwearthmother@aol.com

WHEREAS, the Town and the Village are desirous of ensuring that the Comprehensive Plan revision process is carried out in full compliance with the requirements of §272-a of the Town Law and §7-722 of the Village Law and is conducted in a manner which is fully open, transparent and inclusive of the comments, recommendations and concerns of the residents of the Town and the Village.

NOW, THEREFORE, pursuant to the provisions of Article 5-g, §119-o of the General Municipal Law of the State of New York, the parties hereto agree as follows:

1. That the “Comprehensive Plan Committee” is hereby reconstituted as a “Special Board” pursuant to the provisions of §272-a(6)(b) of the Town Law and §7-722(6)(b) of the Village Law. However, the said Board shall continue to be commonly referred to as the “Mexico Comprehensive Plan Update Committee” (“Committee”).
2. That the Committee shall consists of 9 members, and Eric Behling has been designated as the Chairperson of said Committee.
3. The Town and Village shall solicit applications for the additional Committee member through announcements at their respective meetings; advertisement on their respective websites; and the posting of solicitation for applicants on their respective municipal boards and shall endeavor to mutually select the ninth member of the Committee among

the applicants, to include representation on the Committee from a segment of the Town/Village not already represented on the Committee.

4. Notwithstanding the fact that the Committee shall function in an advisory capacity, the Committee shall comply with all of the requirements of Article 7 of the Public Officers Law commonly known as the “Open Meetings Law” and all meetings of the Committee shall be open to the public with public notice of said meetings provided pursuant to §104 of the Public Officers Law. In addition, minutes of the Committee shall be kept and posted on the Town and Village websites and filed in the offices of the Town and Village Clerks.
5. The Committee shall have the right to establish its own rules of procedure for the conduct of its meetings and public participation and comment at those meetings. All public hearings conducted by the Committee shall be conducted in accordance with the requirements of §272-a of the Town Law and §7-722 of the Village Law and the normal and customary requirements for the conduct and notice of municipal public hearings.
6. The Committee shall provide reports on its work and progress to the Town Board and the Village Board on a periodic basis, but no less than once every two months. Those reports shall be presented to the Boards in open sessions of the respective municipal boards and shall be posted on the parties’ websites and filed in the offices of the Town and Village Clerks.
7. In addition to the public hearings and meetings required of the Committee by New York State Law, the Committee shall also conduct “focus groups” to receive input, comments, and concerns of various segments of the communities on the proposed Comprehensive Plan amendments. Those focus groups may be conducted by one or more individual

members of the Committee not constituting a quorum of the same, and shall not be subject to the requirements of the Open Meetings Law, but a report of the information gained from those focus groups shall be made to the Committee for utilization by the Committee in performing its functions and shall be part of the records of the Committee.

8. The Town Board and the Village Board shall conduct joint public hearings in accordance with the requirements of the New York State laws with regard to the adoption of the Comprehensive Plan and shall adhere to the requirements of §7-722 of the Village Law and §272-a of the Town Law and New York State Environmental Quality Review Act (“SEQRA”) in the Comprehensive Plan amendment adoption process.
9. All notices pursuant to the IMA shall be addressed as set forth herein:

Town of Mexico

Eric Behling, Town Supervisor
64 S. Jefferson
Mexico, NY 13114
315-963-7633
E-mail: TownSupervisor@mexicony.org

Village of Mexico

Terry Grimshaw, Mayor
3236 Main Street
Mexico, NY 13114
315-963-7564
E-mail: villageclerk@mexicony.org

10. The term of this agreement shall be _____ and shall terminate on the adoption of the amended joint Comprehensive Plan.
11. Each party agrees to indemnify and hold harmless the other party and its respective agents, officials and employees from any cause, claim, action, liability, fine, penalty or

proceeding including all reasonable attorneys' fees arising directly, or indirectly, out of the negligent acts or omissions of the other party.

12. This agreement constitutes the complete understanding of the parties. No modification of any provisions hereof shall be valid unless in writing and signed by both parties.

13. No waiver of any breach of any condition of this agreement shall be binding unless in writing and signed by the other party waiving such breach. No such waiver shall, in any way, affect any other term or condition of this agreement or constitute or excuse for repetition of such or any other breach unless the waiver shall include the same.

IN WITNESS WHEREOF, the undersigned municipalities have caused this agreement to be signed by its duly authorized officer after approval of the respective municipal boards by Resolution as of the day and year first above written.

TOWN OF MEXICO

DATED: _____, 20__

By: _____
ERIC BEHLING, Supervisor

VILLAGE OF MEXICO

DATED: _____, 20__

By: _____
TERRY GRIMSHAW, Mayor



432 N. Franklin St., Suite 70
Syracuse, NY 13204
315.386.2623
www.c2ae.com

April 11, 2024

Mr. Eric Behling
Supervisor
Town of Mexico
64 South Jefferson Street
Mexico, NY 13114

Re: Proposal for Professional Services: Lead Service Line Inventory (LSLI)

Dear Supervisor Behling,

New York's Clean Water Infrastructure Act of 2017 (Act) amended the Public Health Law (PHL) by creating § 1114 to require the Department of Health (Department) to implement a Lead Service Line Replacement Program (LSLRP) for municipalities with public water systems. As part of these requirements, municipalities are required to first complete an LSL inventory, and then institute an LSL replacement program. The Preliminary LSL inventory is due October 16, 2024.

Project Understanding

The Town of Mexico water system operates under NYSDOH Public Water System (PWS) ID #NY3730182. In accordance with NYSDOH requirements, The Town must provide Oswego County Health Department and NYSDOH an inventory of all service connections throughout their public water system in accordance with the revised lead and copper rule. An excel template has been provided by the NYSDOH and shall be completed and submitted by the due date of October 16, 2024. Full completion of the inventory is required to be eligible for state and federal funds for lead service line replacement. Failure to complete the inventory will be a violation of the New York State Sanitary code. The Town has requested a proposal from C2AE to complete the LSLI.

Scope

C2AE proposes to provide services for the completion of the Town's LSL Inventory, including, but not limited to, the scope of work below:

1. Compile and review sources of water service Information, including but not limited to, the following, and input information/data:
 - a. Distribution system maps and drawings, including construction plans/record drawings.
 - b. Tap records and meter installation records.
 - c. Inspection and maintenance records.
 - d. Billing records.
2. Assist with the development of a customer survey to be sent out to request photographs and service line material information, as necessary. Input into the database.

3. Schedule and perform field inspections and document water service material types, including reports and photographic evidence, as necessary. Input into the database.
4. Prioritize areas for further investigation, (i.e., excavation or potholing) based on the likelihood of lead service leads.

Assumptions

The scope of work does not include excavation or potholing to identify service line types. Any excavation that may be required will be coordinated with, and hired/performed directly by, the Town.

Schedule


Lead service line inventories are due to New York State on October 16, 2024. C2AE will assist the Town to meet this schedule.

Fee

We propose to complete the LSL inventory on a time and materials basis, not to exceed \$12,000.

We have included our Standard Contract Provisions as part of our proposal. If the terms and conditions as stated are acceptable, please countersign and return one (1) copy to our office. Please do not hesitate to contact us should you have any questions or concerns, or if you need additional information.

Sincerely,
C2AE



Ian Yerdon, PE
Professional Engineer

Accepted by:

Town of Mexico

Date



Barry Viggiano
Project Manager

C2AE Standard Owner-A/E Contract Provisions, 2024

The parties to this agreement, Capital Consultants, Inc., dba "C2AE" in Michigan and dba "Capital Consultants Architecture and Engineering" in New York, hereinafter called C2AE and "Town of Mexico" in New York, hereinafter called OWNER, hereby agree to the following conditions:

- A. Scope of Services: OWNER and C2AE have agreed to a written description of services C2AE will provide to OWNER for an established compensation, hereafter referred to as "Scope of Services". Additional Services may be agreed to in writing by OWNER and C2AE in addition to the Scope of Services. Services not set forth in written agreement are specifically excluded from the scope of C2AE's services, including any "financial advising" services. C2AE assumes no responsibility to perform any services not specifically agreed to in writing.
- B. Standard of Care: C2AE shall perform its services consistent with the professional skill, care, and timeliness ordinarily provided by professional engineers and architects practicing in circumstances of similar time and place. C2AE makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by C2AE. However, C2AE shall correct any technical accuracy deficiencies in C2AE's Instruments of Service without additional compensation.
- C. Schedule: C2AE shall ordinarily perform its services within a reasonable time. Upon OWNER's request, C2AE shall prepare and submit for OWNER approval a detailed schedule for the performance of C2AE's services. This schedule shall include reasonable allowances for review and approval times required by OWNER, performance of services by OWNER's consultants, and review and approval times required by public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in scope, character or size of the project requested by OWNER, or for delays or other causes beyond C2AE's reasonable control.
- D. Changed Conditions: If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to C2AE are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, C2AE may call for renegotiation of appropriate portions of this Agreement. C2AE shall notify OWNER of the changed conditions necessitating renegotiation, and both parties shall promptly and in good faith renegotiate this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement.
- E. Payment Terms: Invoices prepared to C2AE's standard format will typically be submitted by C2AE monthly, are due upon receipt, and shall be considered past due if not paid within thirty (30) calendar days of the due date. If work is abandoned or suspended, C2AE shall be paid in full for services performed prior to receipt of written notice from OWNER of abandonment or suspension. If OWNER fails to make payments when due, C2AE may charge interest at one-and-one-half (1.5) percent or the maximum rate allowable by law, whichever is less, per month on the past due amount, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal. In addition, if OWNER fails to make payments when due or otherwise is in breach of this Agreement, C2AE may suspend performance of services when any invoice for services remains unpaid 60 days after the date of the invoice and upon five (5) calendar days' notice to OWNER. C2AE shall have no liability whatsoever to OWNER for any costs or damages as a result of such suspension caused by any breach of this Agreement by OWNER. Upon payment in full by OWNER, C2AE shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for C2AE to resume performance.
- F. Disputed Invoices: OWNER shall not withhold amounts from C2AE's compensation to impose a penalty or liquidated damages on C2AE, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless C2AE agrees or has been found liable for the amounts in a binding dispute resolution proceeding. If OWNER objects to any portion of an invoice, OWNER shall so notify C2AE in writing within ten (10) calendar days of receipt of the invoice. OWNER shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation

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between the parties shall be resolved within thirty (30) calendar days in accordance with the Dispute Resolution provision of this Agreement.

G. Regulatory Compliance: C2AE shall put forth reasonable professional efforts to comply with applicable laws, codes and regulations in effect as of the date of submission to building authorities, including the Americans with Disabilities Act (ADA) which provides that alterations to a facility must be made in such a manner that, to the maximum extent feasible, the altered portions of the facility are readily accessible to persons with disabilities. Design changes made necessary by newly enacted laws, codes and regulations after submission date shall entitle C2AE to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provision of this Agreement. OWNER acknowledges that the requirements of laws, codes, and regulations, including the ADA, will be subject to various and possibly contradictory interpretations. C2AE, therefore, will use its reasonable professional efforts and judgment to interpret applicable requirements and other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the project. C2AE, however, cannot and does not warrant or guarantee that OWNER's project will comply with all interpretations of all the requirements of federal, state and local laws, rules, codes, ordinances and regulations as they apply to the project.

H. Errors and Omissions and CONSULTANT's Limit of Liability: In recognition of the relative risks and benefits of the Project to both OWNER and C2AE, the risks have been allocated such that OWNER agrees, to the fullest extent permitted by law, to limit the liability of C2AE and its officers, directors, shareholders, employees, and sub-consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of C2AE and its officers, directors, shareholders, employees, and sub-consultants shall not exceed \$10,000 or C2AE's total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

I. Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither OWNER nor C2AE nor their respective officers, directors, shareholders, employees, and sub-consultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both OWNER and C2AE shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

J. Dispute Resolution: OWNER agrees that all claims, disputes, and other matters in question between the parties arising out of or relating to this Agreement or breach thereof first shall be submitted for nonbinding mediation to any one of the following, as agreed to by the parties: American Arbitration Association, American Intermediation Service, Americord, Dispute Resolution, Inc., Endispute, or Judicate. Any party hereto may initiate mediation within the time allowed for filing for arbitration as set forth below and the parties hereto agree to fully cooperate and participate in good faith to resolve the dispute(s). The cost of mediation shall be shared equally by the parties hereto. Any time expended in mediation shall not be included in calculating the time for filing arbitration. If mediation fails to resolve the claim or dispute, the matter shall be submitted to arbitration with the American Arbitration Association under the Construction Industry rules, unless the parties mutually agree otherwise or unless a plaintiff not a party hereto institutes litigation in a court of competent jurisdiction and said court takes personal jurisdiction over one of the parties hereto regarding the same subject matter as in dispute between the parties hereto. No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder, or in any other manner, any additional person not a party to this Agreement except by written consent of the parties and such consent to arbitration involving an additional person(s) shall not constitute consent to arbitration of any dispute not described therein. This Agreement to arbitrate and any agreement to arbitrate with an additional person(s) shall be specifically enforceable under the prevailing arbitration law. The demand for arbitration shall be made within one (1) year of the date the claimant knew or should have known

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of the existence of the claim, dispute, or other matter. If the demand for arbitration is not effectuated within one (1) year, the claim, dispute, or other matter shall be forever barred and not mandatory. The decision rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. In the event either party makes a claim or brings action against the other party for any act arising out of the performance of the services hereunder, and the claimant fails to prove such claim or action, then the claimant shall pay all legal and other costs (including attorneys' fees) incurred by the other party in defense of such claim or action.

K. Mutual Indemnification: Neither OWNER nor C2AE shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence. C2AE agrees, to the fullest extent permitted by law, to indemnify and hold harmless OWNER, its officers, directors and employees (collectively, OWNER) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by C2AE's negligent performance of professional services under this Agreement and that of its sub-consultants or anyone for whom C2AE is legally liable. Likewise, OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless C2AE, its officers, directors, employees and sub-consultants (collectively, C2AE) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by OWNER's negligent acts in connection with the project and the acts of its contractors, subcontractors or consultants or anyone for whom OWNER is legally liable.

L. Use of Documents: All Documents (data, reports, drawings, specifications, models, and other deliverables, whether in printed or digital format) are Instruments of Service for which C2AE shall retain all common law, statutory and other reserved rights, including copyrights, whether or not the Project is completed. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of C2AE. C2AE grants to OWNER a nonexclusive license to use C2AE's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that OWNER substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The license granted under this section permits OWNER to authorize the Contractor, Construction Manager, Subcontractors, and material or equipment suppliers, as well as OWNER's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project, subject to the following limitations: (1) OWNER acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by C2AE, or for use or reuse by OWNER or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by C2AE; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by C2AE, as appropriate for the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to C2AE or to its officers, directors, employees, and sub-consultants; (3) OWNER shall indemnify and hold harmless C2AE and its officers, directors, employees, and sub-consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by C2AE; and (4) such limited license to OWNER shall not create any rights in third parties. C2AE and OWNER warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

M. Construction Activities: Neither the professional activities of C2AE nor the presence of C2AE or its employees and sub-consultants at a project site shall relieve the Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. C2AE and its personnel have no authority to approve construction change orders or to issue stop work orders. C2AE and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. OWNER agrees that the Contractor shall be solely responsible for jobsite safety and warrants that this intent shall be carried out in OWNER's contract with the Contractor. OWNER also agrees that OWNER and C2AE and its sub-consultants shall be included as indemnified parties by the Contractor in OWNER-Contractor agreement and shall be made additional insureds under the Contractor's policies of general liability insurance.

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N. Hazardous Materials: As used in this Agreement, the term *hazardous materials* shall mean any substances, including but not limited to asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the project site. Both parties acknowledge that C2AE's Scope of Services does not include any services related to the presence of any hazardous or toxic materials. In the event C2AE or any other party encounters any hazardous or toxic materials, or should it become known to C2AE that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of C2AE's services, C2AE may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until OWNER retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations. OWNER agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless C2AE, its officers, directors, employees and sub-consultants (collectively, C2AE) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of C2AE.

O. Opinions of Probable Construction Cost: When in the Scope of Services C2AE provides opinions of probable construction cost, OWNER understands that C2AE has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that C2AE's opinions of probable construction costs are made on the basis of C2AE's professional judgment and experience. C2AE makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from C2AE's opinion of probable construction cost.

P. Distribution of Digital Documents: When in the Scope of Services C2AE provides digital information extracted from its Instruments of Service to OWNER or to others on behalf of OWNER, the recipient of the information will be required to agree to C2AE's Release of Electronic Documents Agreement, including compensation for C2AE to prepare the files. Under no circumstances shall delivery of electronic files by C2AE be deemed a sale, and C2AE makes no warranties, either express or implied, of merchantability and fitness of electronic files for any particular purpose. In no event shall C2AE be liable for any loss of profit or any consequential damages as a result of OWNER's or other's use or reuse of these electronic files.

Q. Record Documents: When identified in the Scope of Services and upon completion of the work C2AE shall compile for and deliver to OWNER a reproducible set of Record Documents based upon the marked-up record drawings, addenda, change orders and other data furnished by the Contractor. These Record Documents will show significant changes made during construction. Because these Record Documents are based on unverified information provided by other parties, which C2AE shall assume will be reliable, C2AE cannot and does not warrant their accuracy.

R. Design Without Construction Administration: When the Scope of Services does not include substantial involvement in project observation or review of the Contractor's performance or other construction phase services, OWNER assumes all responsibility for interpretation of the Contract Documents and for construction observation, and OWNER waives any claims against C2AE that may be in any way connected thereto. In addition, OWNER agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless C2AE, its officers, directors, employees and sub-consultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of C2AE.

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S. On-site Construction Observation: When the Scope of Services includes part-time or full-time on-site project representation in order to observe the progress and quality of the work completed by the Contractor such observation is not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather is to allow C2AE, as an experienced professional, to become generally familiar with the work in progress and to determine, in general, if the work is proceeding in accordance with the Contract Documents. Such observation shall include keeping OWNER informed about the progress of the work and C2AE shall endeavor to guard OWNER against deficiencies in the work. In any case, C2AE shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents. Finally, C2AE shall not be responsible for any acts or omissions of the Contractor, sub-contractor, any entity performing any portions of the work, or any agents or employees of any of them and does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.