

Approved Minutes of the Geneseo Town Board Meeting Thursday, May 14, 2020

The Regular Meeting of the Geneseo Town Board was held on Thursday, May 14, 2020 virtually, via ZOOM Meeting ID: 616-769-594

PRESENT: William S. Wadsworth, Supervisor
 Matthew Griffo, Deputy Supervisor
 Patti LaVigne, Councilmember
 Ronald Maxwell, Councilmember
 Andrea Bailey, Councilmember
 Ed Russell, Underberg and Kessler
 Larry Levey, Highway Superintendent
 Tina Kantorowicz, Town Clerk

MEETING OPENING AND APPROVAL OF MINUTES AND ABSTRACT #5:

Supervisor Wadsworth called the meeting to order at 7:00 P.M. Councilmember Griffo led the group in the pledge to the flag.

Regular Business:

I. APPROVAL OF MINUTES AND ABSTRACT #5:

Councilmember Griffo moved and Councilmember Bailey seconded the motion to approve the April 23, 2020 meeting minutes as they stand. Motion passed with voting as follows: Wadsworth-aye, Griffo-aye, Maxell-aye, LaVigne-aye and Bailey-aye. Nays: None.

Councilmember Bailey moved and Councilmember Maxwell seconded the motion to approve Abstract #5 and Vouchers #288 through #357 as they stand.

FUND	VOUCHER #'S	AMOUNT
GENERAL A VOUCHERS	#288 thru #357	\$38,794.89
GENERAL B VOUCHERS	#294 thru #356	\$2,986.60
HIGHWAY DA VOUCHERS	#291 thru #355	\$56,751.06
HIGHWAY DB VOUCHERS	#291 and #354	\$3,401.21
SPECIAL LIGHTING DISTRICT VOUCHER (SL5)	#303 thru #303	\$259.82
SEWER DISTRICT # 1 (SS1)	#291 thru #331	\$39,703.07
WATER OPERATING & MAINTENANCE VOUCHERS (SW0)	#291 thru #357	\$60,614.04
WATER DISTRICT # 1 (SW1)	#352 thru #352	\$3,154.54
	TOTAL	\$205,665.23

Motion passed with voting as follows: Wadsworth-aye, Griffo-aye, Maxell-aye, LaVigne-aye and Bailey-aye. Nays: None.

Approved Minutes of the Geneseo Town Board Meeting Thursday, May 14, 2020

II. **NEW BUSINESS:**

Councilmember Griffo moved and Councilmember LaVigne seconded the motion to approve the Extension of State Snow & Ice Control Agreement Between State & County for 07/01/2019 – 06/30/2024. Motion passed with voting as follows: Wadsworth-aye, Griffo-aye, Maxell-aye, LaVigne-aye and Bailey-aye. Nays: None.

III. **LOCAL LAW #2-2020 PUBLIC HEARING:**

At 7:17 P.M. Supervisor Wadsworth opened the Public Hearing regarding Local Law #2-2020: Impose a 12-Month Moratorium on Large Battery Energy Storage Systems.

At 7:35 P.M. Councilmember Bailey moved and Councilmember LaVigne seconded the motion to close the Public Hearing regarding Local Law#2-2020: Impose a 12-Month Moratorium on Large Battery Energy Storage Systems. Motion passed with voting as follows: Wadsworth-aye, Griffo-aye, Maxell-aye, LaVigne-aye and Bailey-aye. Nays: None.

Councilmember Griffo moved and Councilmember Bailey seconded the motion to impose a 12-Month Moratorium on Large Battery Energy Storage Systems, pursuant to Local Law #2-2020 with the caveat that written comments can be made until May 21, 2020 at 4:30 P.M. Motion passed with voting as follows: Wadsworth-aye, Griffo-aye, Maxell-aye, LaVigne-aye and Bailey-aye. Nays: None.

ADJOURNMENT:

At 7:48 P.M. Councilmember Griffo moved and Councilmember Maxwell seconded the motion to adjourn the meeting. Motion passed with voting as follows: Wadsworth-aye, Griffo-aye, Maxell-aye, LaVigne-aye and Bailey-aye. Nays: None.

Respectfully Submitted,

Tina Kantorowicz
Town Clerk

COUNTY OF LIVINGSTON

**SNOW AND ICE CONTROL CONTRACT
(STATE HIGHWAYS)**



~ COVER SHEET ~

This contract consists of the following: Contract, Appendices, Exhibits, and Form of Resolution which are annexed hereto and made a part of such contract.

1. Contract signed and approved as required.
2. County Appendix A, B & C.
3. Map of Relevant State Highway System.
4. County/State Municipal Snow and Ice Agreement D014744 (County Res. 2020-59)
5. Rules and Regulations for Control of Snow and Ice on State Highways.
6. Town/Village Board Resolution for Approval.

COUNTY OF LIVINGSTON

**SNOW AND ICE CONTROL CONTRACT
(STATE HIGHWAYS)
July 1, 2019 – June 30, 2024**

AGREEMENT made _____, 20___, between the **COUNTY OF LIVINGSTON**, a municipal subdivision of the State of New York, with offices located at the Livingston County Government Center, 6 Court Street, Geneseo, New York 14454, and the **TOWN OF GENESEO**, a municipal subdivision of the State of New York situate in the County of Livingston, with offices located at 4630 Millennium Drive, Geneseo, New York 14454.

WHEREAS, pursuant to Section 12 of the Highway Law, the maintenance of State highways includes the control of snow and ice thereon as the Commissioner of Transportation of the State of New York (“Commissioner”) may deem necessary to provide reasonable passage and movement of vehicles over such highways; and

WHEREAS, the work of such control of snow and ice may be done by any municipality, which, for the purposes of Highway Law Section 12, shall only include a county, city, Town/Village or village pursuant to an agreement entered into between the governing board or body of any such municipality and the Commissioner; and

WHEREAS, the County of Livingston has entered into a Municipal Snow and Ice Agreement with the Commissioner dated _____ whereby the County agreed to perform the work of snow and ice control upon State highways according to the terms, guidelines, policies and procedures deemed by the Commissioner to be for the best interest of the public; and

WHEREAS, said Municipal Snow and Ice Agreement permits the County to contract with another municipality for the performance of the work of said snow and ice control on State highways; and

WHEREAS, the County of Livingston desires to enter into a contract with the **Town of Geneseo** for purposes of the Town/Village serving as a subcontractor of the County for the control of snow and ice conditions on State highways; and

WHEREAS, the Town/Village is willing to undertake the control of snow and ice conditions on State highways within said Town/Village.

The parties agree as follows:

1. RIDER: All schedules and exhibits set forth in the “Cover Sheet” attached to this contract is incorporated herein and made a part of this contract with the same force and effect as if more fully set forth at length herein.

2. PURPOSE OF THE CONTRACT: This contract is intended to provide for snow and ice control on State highways located within the Town/Village pursuant to the provisions of Section 12 of the Highway Law.

3. OBLIGATIONS OF TOWN/VILLAGE:

a. Undertaking: The Town/Village, as a subcontractor of the County, does hereby undertake snow and ice control on State highways located within said Town/Village, a total of **27.4** lane miles, as the same are shown on a map of the State highway system, a copy of which is annexed hereto. The total miles to be subject to the provisions of this contract may change during the term of this contract or any extension hereof because of changes in the State highway system resulting from additions, abandonments, relocations, realignments or such other cause as may be deemed necessary by the Commissioner in the best interests of the State.

b. Manner of Snow and Ice Control: Snow and ice control shall be performed on State highways in such Town/Village in the following manner:

i. By removal of snow and ice from State highways on **27.4** lane miles of two-lane road, as shown on the exhibit annexed hereto, to the extent the Commissioner deems necessary in order to provide reasonable passage and movement of vehicles over such highways all in accordance with terms, rules and regulations deemed by the Commissioner to be in the best interest of the public.

c. Duties of the Town/Village Superintendent: The Town/Village Highway Superintendent shall be designated as the representative of the Town/Village who shall be in responsible charge and shall have supervision of the performance of the work required by this contract. The Town/Village Highway Superintendent shall:

i. Provide all necessary machinery, tools, materials and equipment.

ii. Provide all necessary personnel and supplies to operate such machinery, tools and equipment.

iii. Furnish any abrasive, chemicals or other materials at such locations and in such quantities as may be necessary, which shall be applied in the manner and in such quantity as may be directed by the Commissioner.

iv. Comply with all of the conditions, requirements and obligations of the County as contained in the Municipal Snow and Ice Agreement executed between the County and the State dated 02/12/2020, as well as with all of the provisions of this contract.

4. SPECIAL PROVISIONS: The Town/Village shall comply in all respects with the terms, rules, regulations and procedures deemed by the Commissioner to be in the best interest of the public, such terms, guidelines, policies and procedures having been submitted to and examined by the governing body of said Town/Village prior to or simultaneously with the execution and delivery of this contract. Such terms, guidelines, policies and procedures may be amended and modified from time to time by the Commissioner after consultation and negotiation with the County. Upon the County Highway Superintendent giving notice to the Town/Village, such amendments shall become effective. If the Town/Village does not agree with the modification or amendment to the terms, guidelines, policies and/or procedures, the Town/Village may give notice of such non-agreement within ten (10) days after receiving the notice, and the County Highway Superintendent and the Town/Village shall meet to resolve any difference with respect to such amendment or modification. In the event that the County Highway Superintendent and the Town/Village cannot resolve such difference, the County Highway Superintendent may unilaterally require compliance with such amendment or modification. In that event, the Town/Village may, at its option, notify the County Highway Superintendent that this contract is terminated effective not less than one (1) year after the date the notice was received from the County Highway Superintendent. The County Highway Superintendent may, in his discretion, shorten such one-year period to not less than thirty (30) days.

5. PAYMENTS: During the term of this contract:

a. The County shall pay the Town/Village for work performed pursuant to this contract based upon the time and materials reimbursement method. Said reimbursement shall not to exceed the maximum amount of State funding.

b. It is expressly understood by the Town/Village that funding and payment under the terms and conditions as specified in this contract is contingent upon continued availability of funds from the State. In no event shall County funds be used to fund any reduction/elimination in State funding.

6. INSURANCE: See Appendix C.

7. TERM OF CONTRACT:

a. This is a **five (5) year contract, commencing July 1, 2019 and ending June 30, 2024.**

b. The County Highway Superintendent may terminate this contract on the grounds of inadequate or unsatisfactory performance by the Town/Village by filing an official order in the County Highway Superintendent's office. Said order shall become effective five (5) days after the County Highway Superintendent shall have mailed a certified copy of same to the Town/Village Clerk. In the event this contract is cancelled by such order, the Town/Village shall be compensated only for the period of the contract year which has expired prior to the effective date of such order. The County Highway Superintendent shall thereafter perform such snow and ice control work in such manner as he shall deem appropriate.

c. *The County Superintendent may also terminate this contract without cause upon providing thirty (30) days prior written notice to the Town/Village.*

The parties have signed this contract.

~ LIVINGSTON COUNTY ~

Chairman of the Board of Supervisors

County Highway Superintendent

Town Supervisor

Town Highway Superintendent

~ APPROVED AS TO FORM ~

Shannon L. Hillier
LIVINGSTON COUNTY ATTORNEY

BY: _____
County Attorney

NOTE: ATTACH APPENDIX A, B & C TO THIS AGREEMENT. THIS AGREEMENT CANNOT BE APPROVED WITHOUT THESE APPENDICES ATTACHED.

LIVINGSTON COUNTY APPENDIX "A"

1. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 109 of the **General Municipal Law**, this contract may not be assigned by the contractor or its right, title or interest there in assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the County and any attempts to assign the contract without the County's written consent are null and void.
2. **WORKER'S COMPENSATION BENEFITS.** In accordance with Section 108 of the **General Municipal Law**, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the **Workers' Compensation Law**.
3. **NON-DISCRIMINATION REQUIREMENTS.** In accordance with Article 15 of the **Executive Law** (also known as the **Human Rights Law**) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of age, creed, race, color, sex, sexual orientation, national origin, marital or familial status, disability, military status, domestic violence victim status, criminal or arrest record, or predisposing genetic characteristics. Furthermore, in accordance with Section 220-e of the **Labor Law**, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the **Labor Law**, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.
4. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the **Labor Law** or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statute, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.
5. **NON-COLLUSIVE BIDDING REQUIREMENT.** In accordance with Section 103-d of the **General Municipal Law**, if this contract was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on Contractor's behalf.
6. **SET-OFF RIGHTS.** The County shall have all of its common law and statutory rights of set-off. These rights shall include, but not be limited to, the County's option to withhold for the

purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the County with regard to this contract.

7. **RECORD-KEEPING REQUIREMENT.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract for a period of six (6) years following final payment or the termination of this contract, whichever is later, and any extensions thereto. The County Treasurer or County Administrator or any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to such books, records, documents, accounts and other evidential material during the contract term, extensions thereof and said six (6) year period thereafter for the purposes of inspection, auditing and copying. "Termination of this contract", as used in this clause 10, shall mean the later of completion of the work of the contract or the end date of the term stated in the contract.
8. **CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.
9. **GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.
10. **SEXUAL HARASSMENT COMPLIANCE CERTIFICATION.** The Contractor hereby certifies that its organization has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Said policy and training, at a minimum, meets the requirements of Section 201-g of the New York State Labor Law. By signing this Appendix, the Contractor certifies its organization is in full compliance with the mandates of the New York State Sexual Harassment Compliance Law.
11. **NO ARBITRATION AND SERVICE OF PROCESS.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York. All actions shall be venued in Livingston County. Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested.
12. **BUDGETED FUNDS.** This contract is executory only to the extent of funds available and the County shall incur no liability beyond the funds appropriated therefore.
13. **APPROVAL OF BOARD OF SUPERVISORS.** This contract is subject to and conditioned upon approval by the Livingston County Board of Supervisors.
14. **INCORPORATION.** The main contract contains a paragraph incorporating the terms of this appendix by reference and the parties herein have further signed and dated this appendix.

Livingston County

Contractor/Town/Village
(Signature of Authorized Official Required)

LIVINGSTON COUNTY APPENDIX "B"

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract. The word "Contractor" herein refers to any party to the contract, other than the County of Livingston (herein after "County").

- I. The County shall have the right to postpone, suspend, abandon or terminate this contract, and such actions shall in no event be deemed a breach of contract. In the event of any termination, postponement, delay, suspension or abandonment, the Contractor shall deliver to the County all data, reports, plans, or other documentation related to the performance of this contract, including but not limited to guarantees, warranties, as-built plans and shop drawings. In any of these events, the County shall make settlement with the Contractor upon an equitable basis as determined by the County, which shall fix the value of the work which was performed by the Contractor prior to the postponement, suspension, abandonment or termination of this contract. This clause shall not apply to this contract if the contract contains other provisions, exclusive of termination date, applicable to postponement, suspension or termination of the contract.

- II. The Contractor agrees that it will indemnify and save harmless the County from and against all losses from claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against it by reason of and to the extent of any negligent omission or act of the contractor, its agents, employees, or subcontractors in the performance of this contract. This indemnification shall include all costs and disbursements incurred by the County in defending any suit, including attorneys' fees. Furthermore, at the option of the County, the Contractor shall provide defense for and defend all claims, demands and causes of action referred to above, and bear all other costs and expenses related thereto. The Contractor shall not be required to indemnify the County for any damage or loss arising out of the negligence or willful misconduct of the County, its agents or employees.

- III.
 - A. The Contractor warrants that to the best of the contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as herein defined, or that the Contractor has disclosed all such relevant information to the County.

 - B. An organizational conflict of interest exists when the nature of the work to be performed under this contract may, without some restriction on future activities, either result in an unfair competitive advantage to the Contractor or impair the Contractor's objectivity in performing the work for the County.

 - C. The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the contractor will make a full disclosure in writing to the County. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the County, to avoid, mitigate, or minimize the actual or potential conflict.

 - D. Remedies - The County may terminate this contract in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware, or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the County, the County may terminate the contract, or pursue such other remedies as may be permitted by the law or this contract. The terms of Clause I of this Appendix B or other applicable contract provision regarding termination shall apply to termination by the County pursuant to this clause.

 - E. The Contractor further agrees to insert in any subcontract hereunder, provisions which shall conform to the language of this clause.

- IV. All requests for payment by the Contractor must be submitted on forms supplied and approved by the County. Each payment request must contain such items of information and supporting documentation as required by the County, and shall be all inclusive for the period of time covered by the payment request.
- V. To the extent that federal funds are provided to the Contractor under this contract, the Contractor agrees that it will comply with all applicable federal laws and regulations, including but not limited to those laws and regulations under which the Federal funds were authorized.
- The Contractor further agrees to insert in any subcontract hereunder, provisions which shall conform substantially to the language of this clause, including this paragraph.
- VI. The Contractor shall have the status of an independent contractor, and in accordance with such status, agrees that it will conduct itself in a manner consistent with such status, and that it will neither hold itself out as, nor claim to be, an officer or employee of the County by reason of this contract. It further agrees that it will not make against the County any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County, including but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.
- VII. In the event of a conflict between the terms between this Appendix B and the terms of the Contract (including any and all attachments thereto and amendments thereof, but not including Appendix A), the terms of this Appendix B shall control. In the event of a conflict between the terms of this Appendix B and Appendix A, the terms of Appendix A shall control.
- VIII. The main contract shall contain a paragraph incorporating the terms of this appendix by reference and the parties therein shall further sign and date this appendix.

Livingston County

Contractor/Town/Village
(Signature of Authorized Official Required)

LIVINGSTON COUNTY APPENDIX "C"

LIVINGSTON COUNTY STANDARD CONTRACT INSURANCE REQUIREMENTS

- I. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the contractor/permittee hereby agrees to effectuate the naming of the County of Livingston as an unrestricted additional insured on the contractor's/permittee's insurance policies, with the exception of workers' compensation and professional errors and omissions.

THE CONTRACTOR/PERMITTEE MUST PROVIDE AN ADDITIONAL INSURED ENDORSEMENT. A STATEMENT ON THE CONTRACTOR/PERMITTEE'S INSURANCE CERTIFICATE THAT THE COUNTY OF LIVINGSTON IS LISTED, AS AN ADDITIONAL INSURED IS NOT SUFFICIENT. THE FORM OF THE ADDITIONAL INSURED ENDORSEMENT MUST BE APPROVED BY THE LIVINGSTON COUNTY ATTORNEY.

- II. The policy naming the County of Livingston as an additional insured shall:
- be an insurance policy from an A.M. Best rated "secured" New York State licensed insurer;
 - contain a 30-day notice of cancellation;
 - state that the organization's coverage shall be primary coverage for the County of Livingston, its Board, employees and volunteers. Any insurance or self-insurance as maintained by the County of Livingston shall be in excess of the contractor's insurance, and shall not contribute with it.
- III. The contractor/permittee agrees to indemnify the County of Livingston for any applicable deductibles or self insurance reserves.
- IV. Required Insurance:
- **Commercial General Liability Insurance**
\$1,000,000 per occurrence/ \$2,000,000 aggregate per project.
 - **Automobile Liability**
\$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
 - **Workers' Compensation**
Statutory Workers' Compensation and Employers' Liability Insurance for all employees.
 - **Owners Contractors Protective Insurance (Generally required only for construction contracts. Contact Livingston County Attorney for determination of necessity.)**
\$1,000,000 per occurrence/\$2,000,000 aggregate, with the County of Livingston as the named insured.
 - **Professional Errors and Omissions Insurance (If professional service contract)**
\$1,000,000 per occurrence/ \$2,000,000 aggregate for the negligent professional acts of the contractor.
- V. The contractor/permittee is to provide the County of Livingston with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities and upon each renewal thereafter. **Contractor/permittee or its insurance carrier(s) shall provide the County of Livingston with thirty (30) days prior written notice of cancellation, reduction of insurance or material coverage change of the required insurance policies. Such notice shall be mailed to the Livingston County Attorney, Livingston County Government Center, Room 302, 6 Court Street, Geneseo, New York 14454 and shall include the date and subject matter of the original contract. Contractor/permittee acknowledges that failure to obtain such insurance on behalf of the**

County of Livingston, or the failure to provide such notices, constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the County of Livingston, including termination of the contract. The failure of the County of Livingston to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by the County of Livingston.

- VI. If at any time any of the policies required herein shall be or become unsatisfactory to the County, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the county, the contractor shall upon notice to that effect from the County, promptly obtain approval and submit a certificate thereof. Upon failure of the contractor to furnish, deliver, and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated. Failure of the contractor to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the contractor from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the contractor concerning indemnification. All property losses shall be made payable to and adjusted with the County.

In the event that claims, for which the county may be liable, in excess of the insured amounts provided herein are filed by reason of any operations under the Agreement, the amount of excess or such claims or any portion thereof, may be withheld from payment due or to become due the contractor until such time as the contractor shall furnish such additional security covering such claims in form satisfactory to the County of Livingston.

The County reserves the right to require complete certified copies of all required insurance policies, at any time, which shall be delivered to the County within ten days of such request.

VII. **ADDITIONAL INSURED ENDORSEMENT AND CERTIFICATE OF INSURANCE:**

The contractor/permittee shall file with the Livingston County Attorney, prior to commencing work under this contract, an additional insured endorsement and a Certificate of Insurance, which shall include:

- a. Name and address of insured
- b. Issue date of certificate
- c. Insurance company name
- d. Type of coverage in effect
- e. Policy number
- f. Inception and expiration dates of policies included on certificate
- g. Limits of liability for all policies included on certificate
- h. Certificate holder shall be "County of Livingston, Livingston County Government Center, 6 Court Street, Geneseo, New York 14454-1043."**
- i. Description of contract for which insurance is being provided.
- j. Insurance agents name, address and phone number.

Contractor/Town/Village
(Signature of Authorized Official Required)

Date

*** EXHIBIT A ***

**MAP FOR TOWN/VILLAGE OF
GENESEO**

☐ SNOW & ICE CONTROL ROUTE (State Highway)

**AT A REGULAR/SPECIAL MEETING OF THE TOWN BOARD
OF THE TOWN OF GENESEO
HELD AT THE TOWN HALL
ON _____, 20 ____**

The following resolution was duly moved, seconded and adopted:

RESOLVED, that pursuant to Highway Law Section 12 providing for snow and ice control on State highways within the Town/Village, the Supervisor and the Town/Village Highway Superintendent be and they are directed to execute a contract with the County Highway Superintendent of the County of Livingston for the Town/Village to undertake and perform snow and ice control on State highways located in the Town/Village for the period beginning **July 1, 2019** and ending **June 30, 2024** at the rates therein provided.

PRESENT:

Supervisor _____ [] Yes [] No
Councilman _____ [] Yes [] No
Councilman _____ [] Yes [] No
Councilman _____ [] Yes [] No
Councilman _____ [] Yes [] No

STATE OF NEW YORK}
COUNTY OF LIVINGSTON} SS.:

The undersigned, **Town Clerk** of Town of GENESEO, do hereby certify that I have compared the foregoing copy of the resolution attached hereto with the original thereof now on file within my office and that the same are true and correct copy thereof and of the whole of said original.

WITNESS my hand and seal this _____ day of _____, 20____.

(Seal)

Town/Village Clerk



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/6/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Chanler Agency, Inc. 128 Main Street Geneseo, NY 14454	Phone: Fax:	CONTACT NAME: Molly Berger PHONE (A/C, No, Ext): (585)243-5520 E-MAIL ADDRESS: molly@chanleragency.com FAX (A/C, No): (585)243-5627																				
	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A :</td> <td>New York Municipal Insurance Reciprocal</td> <td>20690</td> </tr> <tr> <td>INSURER B :</td> <td></td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	New York Municipal Insurance Reciprocal	20690	INSURER B :			INSURER C :			INSURER D :			INSURER E :			INSURER F :	
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INSURER E :																						
INSURER F :																						
INSURED Town of Geneseo 4630 Millennium Dr. Geneseo, NY 14454																						

COVERAGES

CERTIFICATE NUMBER: 349

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		<input checked="" type="checkbox"/>	MPLTGEN001	3/28/2020	3/28/2021	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMP/OP AGG	\$ 1,000,000
								\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		<input checked="" type="checkbox"/>	MCATGEN001	3/28/2020	3/28/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		<input checked="" type="checkbox"/>	MECTGEN001	3/28/2020	3/28/2021	EACH OCCURRENCE	\$ 9,000,000
							AGGREGATE	\$ 18,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

MPL 216-03-08 Additional Insured Endorsement as per contractual agreement with Livingston County Highway Department.

CERTIFICATE HOLDER**CANCELLATION**

Holder's Nature of Interest : Additional Insured

Livingston County

c/o Highway Department
 6 Court Street
 Geneseo, NY 14454

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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NEW YORK MUNICIPAL INSURANCE RECIPROCAL

Insuring Our Own Future.

Named Insured Town of Geneseo		Endorsement Number 1
Policy Number MPLTGEN001	Policy Period 03/28/2020 - 03/28/2021	Effective Date of Endorsement 05/06/2020
Issued by (Name of Insurance Company) NEW YORK MUNICIPAL INSURANCE RECIPROCAL		

THIS ENDORSEMENT CHANGES THIS POLICY. PLEASE READ IT CAREFULLY

In consideration of no additional premium, it is hereby understood and agreed that the policy is amended as follows:

The following has been added as Additional Insured on a primary and non-contributory basis:

Livingston County c/o Highway Department
6 Court St
Geneseo, NY 14454

All other terms and conditions to remain the same.

Authorized Representative

TOWN OF GENESEO
Proposed Local Law No.2
of the Year 2020

A Local Law to Impose a Moratorium on
Large Battery Energy Storage Systems

Be it enacted by the Town Board of the Town of Geneseo as follows:

Section 1. Title.

This Local Law shall be known as the "Moratorium on Large Battery Energy Storage Systems."

Section 2. Authority and Intent; Findings; Purpose.

- a. Authority and Intent. This Local Law is intended to be consistent with and is adopted pursuant to the authority to enact zoning laws granted to the Town under the New York State Constitution, and the laws of the State of New York, including but not limited to the following authorities: New York State Constitution Article IX, §§2(c)(ii)(10); Municipal Home Rule Law §10; Statute of Local Governments §10; and Town Law §§ 264 and 265.
- b. Purpose. The Town finds that without a temporary halt on the processing, permitting and approval for Battery Energy Storage Systems there is the potential that such uses could be located in unsuitable areas within the Town. The purpose of this Local Law is to enable the Town to stay any and all of the activities prohibited by Section 4 of this Local Law, and all Town-level approvals relating to those activities for a period of twelve (12) months in order to provide the Town time to study the impacts, effects, and possible zoning controls over such activities, and to consider amendments to the Town's zoning laws to appropriately address the same within the confines of New York State law. The Town Board believes that a twelve (12) month moratorium after the effective date of this Local Law, coupled with the mechanism for use variances already contained in the Town Zoning Law, will achieve an appropriate balancing of interests between the need to safeguard the character and other resources of the Town and the health, safety and general welfare of its residents, and the rights of individual property owners or businesses desiring to conduct such activities during that period.

Section 3. Definitions.

For purposes of this Local Law, the following terms shall have the meanings set forth below:

- a. "Battery Energy Storage System" shall mean a rechargeable energy storage system consisting of batteries, battery chargers, controls, power conditioning systems and associated electrical equipment designed to provide electrical power to a building or to provide electrical grid-related services.

- b. "Large Battery Energy Storage System" shall mean Battery Energy Storage Systems having an aggregate energy capacity greater than 20 kilowatt-hours.
- c. "NYSDEC" shall mean the New York State Department of Environmental Conservation.
- d. "Town" shall mean the Town of Geneseo, in Livingston County, New York.

Section 4. Moratorium and Prohibition.

- a. For a period of twelve (12) months after the effective date of this Local Law, no application for a special permit, zoning variance, building permit, operating permit, site plan approval, subdivision plat approval, certificate of occupancy, certificate of compliance, temporary certificate, or other permit of any nature shall be accepted, processed, entertained, approved, approved conditionally, or issued by any board, employee, official or agent of the Town for the construction, establishment, or use or operation of any land, body of water, building, or other structure located within the Town for a Large Battery Energy Storage System.
- b. For a period of twelve (12) months after the effective date of this Local Law, no person or entity shall use, cause, or permit to be used, any land, body of water, building, or other structure located within the Town for a Large Battery Energy Storage System.

Section 5. Enforcement.

- a. Building Inspector. The provisions of this Local Law shall be administered and enforced by the Code Enforcement Officer and his or her Deputies.
- b. Costs and Attorneys' Fees. In the event the Town is required to take legal action to enforce this Local Law, the violator will be responsible for any and all necessary costs incurred by the Town relative to such action, including attorneys' fees, and such amount shall be determined and assessed by the Court. If such expense is not paid in full within 30 days from the date it is determined and assessed by the Court, such expense shall be charged to the property or properties within the Town on which the violation occurred, by including such expense in the next annual Town tax levy against such property, and such expense shall be a lien upon such property until paid.

Section 6. Superseding Intent and Effect.

This Local Law shall supersede any inconsistent provisions of the Town Zoning Code, or any and all other local ordinances, laws or resolutions of the Town of Geneseo.

Section 7. Severability.

If any provision of this Local Law is determined to be unconstitutional or invalid, the validity and enforceability of the remainder shall not be affected.

Section 8. Effective Date.

This Local Law shall take effect immediately upon filing with the Secretary of State.