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JANICE ORLANDO

From: LYNN M ORLANDO
Sent: Thursday, March 21, 2024 3:19 PM
To: JANICE ORLANDO
Subject: BAORD MEETING APRIL 1ST

Hi!
Hi.

Please put on the agenda this request from the GC from O'Reilly's for the NO PARKING on Garfield Avenue for the duration of the construction project, which states approximately 4-6 months.

If you have any questions, or require additional information, please don't hesitate to contact me.

Thank you! 😊

To:
NICK BURLINGAME;
Anthony Bates;
PGarey;
dlanejr@endicottny.org;

Cc:
LYNN M ORLANDO;

To whom it may concern,

We are requesting that temporary no parking signs be placed along Garfield Ave from East Main Street to Broad Street. Due to the heavy truck traffic that will occur during the construction of the new Oreillys building that is going in at 1405 East Main. We ask that the signs be in place for the time frame of 4-6 months. If you have any questions or concerns please feel free to contact me directly by phone or email. My direct cell number is below and again thank you.

--

Johnathan Thomasson
Superintendent
(724)321-5632
Brackenridge Construction

Lynn M. Orlando
Village of Endicott
Centralized Garage-Fire-Parks-Street
Account Clerk
Phone: 607-757-2461
Fax: 607-757-2469
Email: lorlando@endicottny.com

**INTERMUNICIPAL AGREEMENT BETWEEN
THE TOWN OF UNION AND THE VILLAGE OF ENDICOTT
FOR THE ACCEPTANCE OF RESIDENTIAL CONSTRUCTION
AND DEBRIS WASTE AT THE TOWN’S SCARBOROUGH DRIVE FACILITY**

This Agreement (the “Agreement”) made by and between the Town of Union, a municipal corporation of the State of New York having offices at 3111 East Main Street, Endwell, Broome County, New York 13760, hereinafter referred to as the “Town” and the Village of Endicott, a municipal corporation of the State of New York having offices at 1009 East Main Street, Endicott, New York 13760, hereinafter referred to as the “Village”, herein referred to individually as “Party” or collectively referred to as “Parties”, sets forth the terms and conditions by and between the Parties as they relate to this Agreement for the acceptance by the Town of residential construction and debris waste from Village residents at the Town’s Scarborough Drive Facility, hereinafter referred to as “Facility.”

WHEREAS, the Parties, pursuant to General Municipal Law Article 5-G, are authorized to enter into a joint municipal agreement to share certain municipal obligations; and

WHEREAS, the Village desires to have residents deliver residential construction debris to the Town at the Facility; and

WHEREAS, the Town desires to accept residential construction and debris waste from Village residents at its Facility; and

WHEREAS, the Parties hereby declare a shared desire and intention to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein, the Parties agree as follows:

1. **Terms.**

- a. **Initial Term.** This Agreement shall commence on April 1, 2024, for an initial term of one (1) year, ending on March 31, 2025 (the “Initial Term”).
- b. **Subsequent Terms.** This Agreement shall renew for subsequent one (1) year terms following the end of the Initial Term, provided this Agreement is not terminated by either Party pursuant to Section 5.

2. **Delivery and Acceptance of Residential Construction Waste and Debris.**

Village residents may deliver to the Town all residential construction and debris waste to the Town at the Facility and the Town shall accept said deliveries from Village residents.

3. **Operating Costs.** The Town and Village shall share, the cost of operating and maintaining the Facility, based upon population which yields the following breakdown:

Village of Endicott 13,531 = 31%
Town of Union 29,677 = 69%

The Town shall bill the Village monthly and the Village shall make payment within 30 days of receipt of Town bills.

4. **Use and Operation.** The Town and Village agree that the use and operation of the Facility shall be at all times governed by this Agreement and rules set by the Town.

5. **Termination.** This Agreement shall remain in full force and effect until either Party notifies the other Party of the termination of this Agreement. Such notice shall be made at least sixty (60) days prior to any effective date of termination to the above-mentioned address of the other Party.

6. **Indemnification.** Each Party hereto does hereby covenant and agree to indemnify and keep indemnified and save harmless the other Party against claim for any loss, injury, death and/or damage and against any claim for compensation for which the provider municipality may or shall be liable by reason of its participation in the services to be rendered pursuant to this Agreement.

7. **Severability.** In the event any provision of this Agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Agreement, will be inoperative.

8. **Entire Agreement.** This Agreement contains the entire agreement of the Parties regarding the subject matter hereof, and supersedes all prior agreements, understandings, arrangements and discussions among the Parties regarding such subject matter, and may be changed only by an instrument in writing executed by both Parties referencing this Agreement.

9. **Headings.** The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

10. **Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Such counterparts may be exchanged by facsimile or other electronic means and be binding.

11. **Modification.** Provisions of this Agreement can be changed or modified solely by a written agreement signed by both Parties.

12. **Choice of Law:** Venue. This Agreement shall be construed in accordance with the laws of the State of New York. If legal action is necessary to enforce this Agreement, exclusive venue will be in Broome County, New York.

IN WITNESS WHEREOF, the Parties hereby affix their hands and seals on the ___ day of _____, 2024.

Robert Mack
Supervisor of the Town of Union

Nicholas Burlingame,
Mayor of the Village of Endicott

STATE OF NEW YORK)
)SS.
COUNTY OF BROOME)

On the ___ day of March in the year 2024 before me personally came ROBERT MACK to me known, who, being by me duly sworn, did depose and say that he/she/they reside(s) in the Town of Union; that he/she/they is (are) the Supervisor of the Town of Union, the municipal corporation described in and which executed the above instrument; and that he/she/they signed his/her/their name(s) thereto by authority of the Town Board of said municipal corporation.

Notary Public

**INTERMUNICIPAL AGREEMENT BETWEEN
THE VILLAGE OF ENDICOTT AND THE TOWN OF UNION
FOR THE TRANSFER AND ACCEPTANCE OF YARD WASTE AND LEAVES**

THIS AGREEMENT, made by and between the Village of Endicott, a municipal corporation in the State of New York having offices at 1009 E. Main St., Endicott, NY 13760, hereinafter referred to as the "Village," and the Town of Union, a municipal corporation in the State of New York having offices at 3111 E. Main Street, Endwell, NY 13760, hereinafter referred to as the "Town," sets forth the terms and conditions by and between the parties as they relate to this Agreement for the transfer and acceptance of yard waste and leaves provided by the Village and the Town, hereinafter referred to individually as a "Party" or collectively referred to as the "Parties."

WHEREAS, the Parties, pursuant to General Municipal Law Article 5-G, are authorized to enter into a joint municipal agreement to share certain municipal obligations; and

WHEREAS, the Village desires to transfer all yard waste collected by the Village to the Town and the Town desires to accept the transfer of said yard waste; and

WHEREAS, the Town desires to transfer all leaves collected by the Town to the Village and the Village desires to accept the transfer of said leaves; and

WHEREAS, the Parties hereby declare a shared desire and intention to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein, the Parties hereby agree as follows:

1. **Terms**

- a. **Initial Term.** This Agreement shall commence on _____, 2024, for an initial term of one (1) year, ending on _____, 2024 (the "Initial Term").
- b. **Subsequent Terms.** This Agreement shall renew for subsequent one (1) year terms following the end of the Initial Term, provided that this Agreement is not terminated by either Party pursuant to Section 4.

2. **Transfer and Acceptance of Yard Waste.** The Village shall transfer to the Town all yard waste collected by the Village and the Town shall accept said transfer from the Village.

3. **Transfer and Acceptance of Leaves.** The Town shall transfer to the Village all leaves collected by the Town and the Village shall accept said transfer from the Town.

4. Termination. This Agreement shall remain in full force and effect until either Party notifies the other Party of the termination of this Agreement. Such notice shall be made at least sixty (60) days prior to any effective date of termination to the above-mentioned address of the other Party.

5. Indemnification. Each Party hereto does hereby covenant and agree to indemnify and keep indemnified and save harmless the other Party against claim for any loss, injury, death and/or damage and against any claim for compensation for which the provider municipality may or shall be liable by reason of its participation in the services to be rendered pursuant to this agreement.

6. Severability. In the event any provision of this Agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Agreement, will be inoperative.

7. Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof, and supersedes all prior agreements, understandings, arrangements and discussions among the Parties regarding such subject matter, and may be changed only by an instrument in writing executed by both Parties referencing this Agreement.

8. Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

9. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Such counterparts may be exchanged by facsimile or other electronic means and be binding.

10. Modification. Provisions of this Agreement can be changed or modified solely by a written agreement signed by both Parties.

11. Choice of Law: Venue. This Agreement shall be construed in accordance with the laws of the State of New York. If legal action is necessary to enforce this Agreement, exclusive venue will lie in Broome County, New York.

IN WITNESS WHEREOF, the Parties hereto hereby affix their hands and seals on the
___ day of _____, 2024.

Nicholas Burlingame
Mayor of the Village of Endicott

Robert Mack
Supervisor of the Town of Union

VILLAGE OF ENDICOTT SUMMER CONCERTS AGREEMENT

THIS VILLAGE OF ENDICOTT SUMMER CONCERTS AGREEMENT (this “Agreement”), is made and executed as of the date set forth below by and between the VILLAGE OF ENDICOTT, a municipal corporation in the State of New York, with a mailing address at 1009 East Main Street, Endicott, NY 13760 (the “Village”) and Oak Hill Avenue Improvement Corporation, d/b/a LITTLE ITALY ENDICOTT, a New York not-for-profit corporation, with a mailing address at 109 O’Dell Avenue, Endicott, NY 13760 (“Little Italy”) (collectively referred to as “Parties” and each individually as a “Party”).

WHEREAS, the Village owns and maintains the George W. Johnson Park, located at 201 Oak Hill Ave., Endicott, NY 13760 (the “Park”);

WHEREAS, the Village holds an annual concert series during the summer months at the Park;

WHEREAS, Little Italy desires to promote a sense of community and to strengthen the relationships of the members of the community by providing services to the Village to facilitate and organize the annual concert series that is available to the general public;

WHEREAS, Little Italy desires to coordinate the summer concerts for the Village, including but not limited to, booking musicians, preparing a schedule, and promoting the events; and

WHEREAS, the Parties mutually desire to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the Parties agree as follows:

1. **Term.**

The term of this Agreement shall commence on January 1, 2023, and shall conclude on December 31, 2023, unless either Party terminates the Agreement pursuant to Section 4.

2. **Payment.**

2.1. The Village shall pay to Little Italy Three Thousand Five Hundred Dollars (\$3,500.00) (the “Payment”) upon execution of this Agreement by both Parties. Such Payment shall be used by Little Italy exclusively for the performance of the Services set forth in Paragraph 3.

2.2. If Little Italy does not utilize the Payment in its entirety in performing its Services under this Agreement, then Little Italy shall return all remaining portions of the Payment to the Village no later than December 31 of the year in which the Agreement was executed.

2.3. If Little Italy, while performing its Services under this Agreement, commits to expending funds for the summer concert series in excess of the Payment, Little Italy shall bear the complete and sole responsibility for such expenses.

3. **Services.**

3.1. Little Italy shall provide the following services (the “Services”):

3.1.1. Coordination of the summer concert series at the Park;

3.1.2. Scheduling and booking the artists and musicians that will perform during the summer concert series;

3.1.3. Promote the summer concert series, including the artists and musicians performing; and

3.1.4. Prepare a written schedule of the entire summer concert series.

3.2. All Services provided by Little Italy shall be subject to the prior approval of the Village.

4. **Termination.**

Either Party may terminate this Agreement for any reason or no reason at all by providing Sixty (60) days’ written notice to the other Party. If the Agreement is terminated by the Village, Little Italy shall return all unexpended portions of the Payment to the Village within 10 days of such termination.

5. **Indemnification.**

Little Italy shall indemnify and hold harmless the Village, its officers, agents, and employees against any and all claims, actions, damages, suits, liabilities, obligations, costs, fees, charges, and any other expenses whatsoever, including attorney’s fees and costs, arising out of or from, Little Italy’s performance under this Agreement, including all such causes of action based upon common, constitutional, contractual, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of Little Italy, its officers, employees, or employees.

6. **Insurance.**

Little Italy shall take out and maintain during the life of this Agreement, liability insurance at a minimum amount of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) and the Village of Endicott shall be named as an additional insured on such policy. In addition, Little Italy shall be ensured by insurers of recognized financial responsibility against such losses and risks and in such amounts as are prudent and customary in the businesses in which Little Italy are engaged under this Agreement.

7. **Finances.**

7.1. **Financial Report.** Little Italy shall annually prepare and provide to the Village by December 31 of each year, a detailed financial report showing all expenses made by Little Italy in performing its obligations under this Agreement.

7.2. **Right to Audit.** The Village shall have the right to access and audit all of Little Italy’s records and documents relating Little Italy’s performance of obligations pursuant to this Agreement. Little Italy shall make all reasonable efforts to provide all records and documents relating to Little Italy’s performance of obligations pursuant to this Agreement.

8. Miscellaneous.

- 8.1. Notice. Notices given pursuant to the provisions of this Agreement shall be in writing and delivered personally to the person to whom the notice is to be given or mailed addressed to such person. The addresses listed above in this Agreement shall be the addresses for the Parties, or such other addresses as each may designate in writing.
- 8.2. Entire Agreement. This Agreement contains the entire agreement of the Parties and there are no other promises, conditions, understanding or other agreements, whether oral or written, relating to the subject matter of this Agreement.
- 8.3. Choice of Law; Venue. This Agreement shall be construed in accordance with the laws of the State of New York. The Parties to this Agreement agree and covenant that this Agreement will be enforceable in Endicott, New York. If legal action is necessary to enforce this Agreement, exclusive venue will lie in Broome County, New York.
- 8.4. Severability. If any portion of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, then such provision shall be deemed to be written construed and enforced as so limited.
- 8.5. Assignment. This Agreement may not be assigned by either Party.

IN WITNESS WHEREOF, this Agreement is executed as of the date set forth herein.

Village of Endicott

Oak Hill Avenue Improvement Corporation
d/b/a Little Italy Endicott

Name:

Title:

Date: _____

Name:

Title:

Date: _____