

AGREEMENT FOR SERVICES

THIS AGREEMENT, by and between:

THE TOWN OF ULYSSES (hereinafter called “the Town”), a municipal corporation, with offices at 10 Elm Street, Trumansburg, New York 14886 and

Tompkins County Soil and Water Conservation District, a municipal district, with offices at 170 Bostwick Rd, Ithaca, New York (hereinafter called “the District”).

WITNESSETH THAT:

WHEREAS, the Town desires to contract with the District for the provision of professional services to review basic stormwater pollution prevention plans (that do not include engineered practices), and monitor the implementation of erosion and sediment control measures in accordance with such plans as approved by the Town and other duties listed in Appendix A; and

WHEREAS, the District is willing to provide such professional services;

NOW THEREFORE, in consideration of the premises and of the several promises to be faithfully performed by the parties as hereinafter set forth, the parties to this agreement do hereby agree as follows:

1. The Town agrees to retain the District for the provision of professional services rendered in connection with the review of the planning for, and monitoring the implementation of, erosion and sediment control measures on an as needed basis to be determined by the Town. The provision of services will be at the rate of fifty dollars (\$55) per hour;
2. The District, through its duly appointed employees, shall perform the services of technical support to the Code Enforcement Officer (CEO) and Environmental Planner of the Town of Ulysses for the review and approval of Storm Water and Erosion Control Plans and defined in Town of Ulysses Local Law # 3 of 2007 STORMWATER MANAGEMENT AND EROSION AND SEDIMENT CONTROL;
3. The District certifies under penalty of law that the District understands and agrees to comply with the terms and conditions of the Town of Ulysses stormwater management program and agree to implement any corrective actions identified by the Town of Ulysses or a representative. The District also understands that the Town of Ulysses must comply with the terms and conditions of the New York State Pollutant Discharge Elimination System (SPDES) general permit for stormwater discharges from the Municipal Separate Storm Sewer Systems (MS4s) and that it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards. Further, the District understands that any

non-compliance by Town of Ulysses will not diminish, eliminate, or lessen the District's liability.

4. In the event that the District, in the course of work, observes any activity by a project developer, or any agent of the developer, which is contrary to approved plans, or observes that the same has failed to implement any portion of a plan or structure according to schedule or sequence, it shall immediately notify the Town's Code Enforcement Officer and/or Environmental Planner. Enforcement issues shall be the sole responsibility of the Town;
5. The District shall submit a voucher or invoice to the Town of Ulysses for mileage of District vehicles used in the performance of the work described in this Agreement;
6. The District will indemnify and hold harmless the Town, its officers and employees, from any and all claims or causes of action arising from the District's direction, management or control (or lack thereof) of erosion and sediment control activities. In addition, the District shall indemnify and hold harmless the Town, its officers and employees, from any act and all claims or causes of action arising from acts of omission or commission by the District. Such indemnification shall include, but not be limited to, attorney's fees necessarily incurred in defending against any action for which the District has agreed to provide indemnification;
7. The Town will indemnify and hold harmless the District, its officers and employees, from any and all claims or causes of action arising from the Town's direction, management or control (or lack thereof) of erosion and sediment control activities. In addition, the Town shall indemnify and hold harmless the District, its officers and employees, from any act and all claims or causes of action arising from acts of omission or commission by the Town. Such indemnification shall include, but not be limited to, attorney's fees necessarily incurred in defending against any action for which the Town has agreed to provide indemnification;
8. The District will be unable to provide services to the Town for construction sites that the District has already visited on behalf of the New York State Department of Environmental Conservation for a compliance inspection;
9. This Agreement shall commence effective January 1, 2023 and shall terminate on December 31, 2023.
10. Either party may terminate this Agreement within 30 days if prior written notice is sent by Registered Mail to the addresses above. Upon termination, any unpaid balance due hereunder will be paid within 30 days; and any overpayment will be refunded within 30 days.

**TOMPKINS COUNTY SOILS & WATER
CONSERVATION DISTRICT**

by 
JONATHAN NEGLEY, District Manager

Date: 2/22/2023

TOWN OF ULYSSES

by _____
KATELIN OLSON, Supervisor

Date _____

APPENDIX A

General Duties of Storm Water Management Technical Advisor to Code Enforcement Officer/Environmental Planner:

The Storm Water Management Technical Advisor (herein SWMTA) to the Code Enforcement Officer/Environmental Planner (herein CEO/EP), for the Town of Ulysses shall provide technical advice to the CEO/EP for the enforcement of Town of Ulysses Local Law # 3 of 2007 STORMWATER MANAGEMENT AND EROSION AND SEDIMENT CONTROL (herein called the Law).

The responsibilities of the SWMTA are to provide technical support to the CEO/EP in the review of applications and plans submitted for STORMWATER MANAGEMENT AND EROSION AND SEDIMENT CONTROL for completeness and compliance with the Law as summarized below:

The Law defines the following land development activities that require a Stormwater Pollution Prevention Plan with the specifications listed in Article 2 Section 2.2:

If the disturbance is one acre or more and falls within Table 1 of the New York State Department of Environmental Conservation SPDES General Permit for Stormwater Discharges from Construction Activity (GP-0-15-002 or as amended), the applicant must develop a Stormwater Pollution Prevention Plan that includes erosion and sediment controls. The applicant must provide the Town CEO with the SWPPP (which includes all required components per GP-0-15-002 or amended permit).

If the disturbance is one acre or more and falls within Table 2 of the New York State Department of Environmental Conservation SPDES General Permit for Stormwater Discharges from Construction Activity (GP-0-15-002 or as amended), the applicant must develop a Stormwater Pollution Prevention Plan (SWPPP) that includes erosion and sediment controls and post-construction stormwater management practices. The applicant must provide the Town CEO with the full SWPPP. The CEO will provide a copy of the full SWPPP and plans to a Professional Engineer who will review the full SWPPP on behalf of the Town of Ulysses.

ADMINISTRATIVE DUTIES

- Provide assistance for the review of Erosion and Sediment Control Plans and Stormwater Pollution Prevention Plans for compliance to Best Management Practices as set forth in the NYS Stormwater Design Manual;
- Advise the CEO/EP that an engineering review for the plan may be in order when structural practices are proposed;

- Assist CEO/EP in establishing a tracking and reporting system of stormwater management systems, including post construction inspections;
- Assist CEO/EP in preparing quarterly reports on activities to the Ulysses Town Board;
- Assist CEO/EP in preparing compliance reports as required by the Town of Ulysses and DEC;
- Assist CEO/EP in the development, refinement and management of inspection, review and implementation procedures related to stormwater ordinances;
- Recommend educational materials and activities.

INSPECTION DUTIES

- When asked by the CEO/EP to make an inspection, relay technical information and direction to owners, applicants, contractors, and municipal officials in a manner understandable to each through tailoring the communication to the audience.

OTHER TECHNICAL ASSISTANCE

When requested by the Town Supervisor, Deputy Supervisor, or Environmental Planner provide assistance to the Town to maintain compliance with New York State Department of Environmental Conservation's Small Municipal Separate Storm Sewer Stormwater Program (MS4) GP-0-15-003 (or as updated in 2017) requirements and provide training courses for municipal boards charged with reviewing stormwater management plans.