

**INTERMUNICIPAL AGREEMENT
FLOOD DAMAGE PREVENTION ADMINISTRATION AND ENFORCEMENT**

THIS AGREEMENT, made this _____ day of _____, _____ by and between the **COUNTY OF LEWIS**, (hereinafter "County" or "the County") with offices at 7660 State Street, Lowville, New York 13367; and the **TOWN/VILLAGE OF _____**, (hereinafter "Municipality"), with offices _____.

WHEREAS, the Municipality has heretofore enacted a zoning law or ordinance which regulates use of land and construction of structures located within FEMA designated Special flood hazard zones within said Municipality; and

WHEREAS, in order to administer the above referenced local law or ordinance, it is necessary to review applications, related site plans in order to determine compliance with setbacks, anchorage, elevations, Flood proofing, and similar requirements; and

WHEREAS, furthermore, in order to administer the above referenced local law or ordinance, it is also necessary to inspect the premises from time to time while construction is proceeding in order to determine compliance; and

WHEREAS, General Municipal Law § 119-u [4](d) and in particular, Town Law § 284 [4](d) and Village Law § 7-741 [4](d), authorize a Town or Village to enter into an inter-municipal agreement with a county to carry out all or a portion of the ministerial functions related to land use regulation within such Town or Village and to provide for a land use administration and enforcement program which may replace individual land use administration and enforcement programs, if any, the terms and conditions of which shall be set forth in such agreement; and

WHEREAS, Lewis County wishes to promote inter-governmental cooperation to the extent of offering to participating Towns and Villages the opportunity to have the Lewis County Codes Department perform certain ministerial functions related to the permitting and inspection of properties within such participating Towns and Villages for the purpose of administering and enforcing the zoning and land use regulations that pertain to Flood Damage and Prevention of such Town or Village;

NOW, THEREFORE, in consideration of the promises and covenants herein contained, the parties hereby agree as follows:

SECTION 1. TERM:

This Agreement shall commence effective on the date of its signings, and shall expire one year from that date, and shall automatically renew for additional one year terms unless either party notifies the other in writing of their intent to terminate the Agreement in accordance with Section 10 herein below.

SECTION 2. SERVICES PROVIDED:

The County, through its Codes Department, shall provide the following services to assist the Municipality in the administration of its zoning law or ordinance:

- (1) Develop, Issue and Receive applications for development within FEMA designated Flood Hazard areas.

- (2) Charge an application fee to the applicant in accordance with such fee schedule as the Lewis County Codes Department may establish from time to time, and collect the fee therefor.
- (3) Review such applications to determine whether the same complies with the Municipality's Flood Damage Prevention Law. Deny applications when needed and refer applicant to the Municipality's Planning Board, Zoning Board of Appeals or such similar board or agency which is responsible under the Municipality's zoning law, ordinance, rule or regulation to approve variances.
- (4) Upon approval by such board or agency, the County Codes Department shall inspect the applicant's premises as often as may be necessary in order to determine whether the applicant's project as constructed, conforms to the Municipality's zoning law, ordinance, rule or regulation.
- (5) Provide copies of flood damage permit applications and if requested written periodic report of activities to the Municipality. Maintain either a written or electronic record of all permits issued for development within FEMA designated flood hazard zones, Elevation Certificates, Design Documents, imagery.
- (6) The Municipality shall be obligated to provide legal representation for the defense or enforcement of any matters pertaining to Flood Plain Prevention Laws.

SECTION 3. TERMINATION:

Either Party to this Agreement may terminate this Agreement upon thirty (30) days written notice to the other Party. Upon the termination of this Agreement, any outstanding obligations shall be settled within thirty (30) days of such termination unless the Parties with whom an obligation is due agree in writing to extend such date of settlement.

ARTICLE 4. INDEPENDENT CONTRACTOR:

It is hereby mutually covenanted and agreed that in relation to the Municipalities, the County Codes Department shall be deemed an independent contractor and neither the County Codes Enforcement Officer nor its employees or agents shall hold themselves out as nor claim to be the officers or employees of the Municipality and shall make no claim for nor be entitled to: Workman's Compensation coverage, medical, unemployment, social security, or retirement membership benefits from the Municipality.

SECTION 5. NO ASSIGNMENT:

In accordance with the provisions of Section 109 of the General Municipal Law, neither Party may assign, transfer, convey, sublet or otherwise dispose of this Agreement, or of its right, title or interest in this Agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the other Party. Any attempted assignment or subcontracting in violation of this paragraph shall be void and unenforceable. Nothing in this Section shall be deemed to prohibit or limit the authority of either Party to pledge a security interest in machinery or equipment owned by such Party to secure purchase money or other financing.

SECTION 6. CONTRACT DEEMED EXECUTORY:

This Agreement shall be deemed executory only to the extent of funds appropriated by either Party's governing board and available for the purposes of this Agreement; and no liability on account thereof shall be incurred by either Party beyond the amount of such funds. It is understood and agreed that neither this Agreement, nor any representation by any public employee or officer creates any legal, moral or equitable obligation on the part of either Party to request, appropriate or make additional funds available for the purposes of this Agreement.

SECTION 7. SEVERABILITY:

If any provision of this Agreement is deemed to be invalid or inoperative for any reason, that part shall be deemed modified to the extent necessary to make it valid and operative, or if it cannot be so modified, then severed, and the remainder of the Agreement shall continue in full force and effect as if the Agreement had been signed with the invalid portion so modified or eliminated.

SECTION 8. NONWAIVER:

In the event that the terms and conditions of this Agreement are not strictly enforced by either Party, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this agreement, nor shall such non enforcement prevent that non-enforcing Party from enforcing each and every term of this agreement thereafter.

SECTION 9. COMPLIANCE WITH ALL LAWS:

Each and every provision of law and clause required by law to be inserted in this agreement shall be deemed to be inserted herein and this agreement shall be read and enforced as though it were included herein. If, through mistake or otherwise, any such provision is not inserted, or is not properly inserted, then upon application of either Party this Agreement shall forthwith physically be amended to make such insertion or correction.

SECTION 10. LAW:

This agreement shall be governed by and interpreted according to the Laws of the State of New York. In the event that a dispute arises between the parties, venue for resolution of such dispute shall be a New York State Supreme Court sitting in the County of Lewis, New York.

SECTION 11. NOTICES:

Any and all notices required hereunder shall be addressed as follows, or to such other address as may hereafter be designated in writing by either Party hereto:

To Lewis County: **Lewis County Codes Department
Lewis County Courthouse
7660 North State Street
Lowville, New York 13367**

To Municipality: _____

SECTION 12. COMPLETE AGREEMENT:

This Agreement constitutes the entire integrated agreement between and among the parties hereto, relative to the services within the scope of section two of this Agreement, and supersedes any and all prior negotiations, agreements and conditions, whether written or oral.

SECTION 13. MODIFICATION:

Any modification or amendment to this Agreement shall be void unless it is in writing and subscribed by the Party to be charged or by the Party's authorized agent.

SECTION 14. NO THIRD PARTY BENEFICIARY:

Nothing contained in the Agreement is intended nor shall it be deemed to create a contractual relationship with, an obligation to, or a cause of action in favor of any third-party against either the County or the Municipality.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the date first written above.

COUNTY OF LEWIS
Approved as to form by
By:

County Attorney

Chairman, Board of Legislators

TOWN/VILLAGE OF _____

Approved as to form

By:

Town Attorney

Town Supervisor/ Village Mayor

ACKNOWLEDGMENTS

STATE OF NEW YORK)
COUNTY OF LEWIS)SS:

On this ____ day of _____, 20____, before me personally came _____, **Chairman of the Board of Legislators of the County of Lewis**, personally known to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public
STATE OF NEW YORK
COUNTY OF LEWIS

STATE OF NEW YORK)
COUNTY OF LEWIS)SS:

On this ____ day of _____, 20____, before me personally came _____,
Town Supervisor [Village Mayor] personally known to me on the basis of satisfactory
evidence to be the individual whose name is subscribed to the within instrument and
acknowledged to me that he executed the same in his capacity, and that by his signature on
the instrument, the individual, or the person upon behalf of which the individual acted,
executed the instrument.

Notary Public
STATE OF NEW YORK
COUNTY OF LEWIS

May 10, 2022

Peaches Libkie and Dan Buck

Mailing:

6834 152nd Drive N

Palm Beach Gardens, FL 33418

Local:

3055 Roberts Road

Copenhagen, NY 13626

Town of Denmark:

Dan and I would like to request access to water from the utility be extended to our property located at:

3055 Roberts Road

Copenhagen, NY 13626

Sincerely,

A handwritten signature in cursive script, appearing to read "Peaches Libkie", with a long horizontal flourish extending to the right.

Peaches Libkie

Dan Buck (561-632-4905 cell)



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
5/6/2022

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

AGENCY HUB International Insurance Services Inc. PO Box 5345 Riverside, CA 92517		PHONE (A/C, No, Ext): (951) 788-8500	COMPANY Multiple Insurers - See Remarks	
FAX (A/C, No): (951) 788-8502	E-MAIL ADDRESS:			
CODE:	SUB CODE:			
AGENCY CUSTOMER ID #: EDFRENE-02	License # 0757776			
INSURED Copenhagen Wind Farm, LLC See Remarks for Additional Named Insureds Attn: Risk Management 15445 Innovation Drive San Diego, CA 92128	LOAN NUMBER		POLICY NUMBER B1868HG2200297	
		EFFECTIVE DATE 5/12/2022	EXPIRATION DATE 5/12/2023	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:				

PROPERTY INFORMATION

LOCATION/DESCRIPTION
Covered Project: Copenhagen Wind Farm, LLC
Project Site: 10400 Plank Road, Copenhagen, NY 13626 / Latitude: 43.898675 N; Longitude: -75.671962 W

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 EVIDENCE OF PROPERTY INSURANCE 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.

COVERAGE INFORMATION	PERILS INSURED	BASIC	BROAD	<input checked="" type="checkbox"/> SPECIAL	AMOUNT OF INSURANCE	DEDUCTIBLE
Operating All Risks, Business Interruption, Contingent Business Interruption as more fully defined in the Policy Wording and as per the individual project declaration as declared and agreed by the Underwriters.						
TOTAL INSURED VALUES FOR PROJECT: ~ See Remarks for Coverage Information ~					\$165,187,589	

REMARKS (Including Special Conditions)

Special Conditions:
Town of Denmark is included as an Additional Insured where granted under the Additional Insured Policy Clause included under the Remarks Section of this Certificate.

Remarks:

SEE ATTACHED ACORD 101

CANCELLATION

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

ADDITIONAL INTEREST

NAME AND ADDRESS Town of Denmark 3707 Roberts Road Denmark, NY 13619	<input checked="" type="checkbox"/> ADDITIONAL INSURED	<input type="checkbox"/> LENDER'S LOSS PAYABLE	<input type="checkbox"/> LOSS PAYEE
	<input type="checkbox"/> MORTGAGEE		
	LOAN #		
AUTHORIZED REPRESENTATIVE 			

Tom's General Contracting

5/13/22

Estimate

Town of Denmark Municipal Offices

Adding 3 additional 110 circuits above doorways and remove/replace exit light.

Labor:

10 hours at \$65/hour= \$650.00

Materials:

Exit light-\$30.00

Wire and fittings-\$300.00

½ inch EMT(if needed)-\$75.00

Breakers-\$50.00

Boxes, devices & cover plates-\$150.00

Total Materials: \$605.00

Estimated Job Total: \$1255.00

Thank You,

Thomas Aubin

2022	DA-5130.2	DA-5130.41	DA-5130.42	DA-5140.4	DA-5142.4	DB-5110.41	DB-5110.42	DB-5112.2	Totals
	Equipment	Repairs	Tools	D/A	Snow	Roads	Signs	Chips	
	\$ 250,000.00	\$ 55,000.00	\$ 1,000.00	\$ 1,800.00	\$ 67,000.00	\$ 100,000.00	\$ 2,000.00	\$ 116,521.64	\$ 593,321.64
Income									
JAN	\$ (10,000.00)	\$ (6,812.02)		\$ (400.00)	\$ (3,644.88)				\$ (20,856.90)
FEB	\$ (103,000.51)	\$ (3,638.39)	\$ (58.05)		\$ (31,485.60)				\$ (138,182.55)
MAR	\$ (135,000.00)	\$ (1,679.59)		\$ (60.00)	\$ (16,825.24)	\$ (438.75)			\$ (154,003.58)
APR		\$ (4,529.26)			\$ (16,317.25)				\$ (20,846.51)
MAY		\$ (1,170.20)				\$ (39,381.67)	\$ (296.00)		\$ (40,847.87)
JUNE									\$ -
JULY									\$ -
AUG									\$ -
Sept									\$ -
Oct									\$ -
Nov									\$ -
Dec									\$ -
TOTAL	\$ 1,999.49	\$ 37,170.54	\$ 941.95	\$ 1,340.00	\$ (1,272.97)	\$ 60,179.58	\$ 1,704.00	\$ 116,521.64	\$ 218,584.23
	\$ 231,058.00	\$ 125,840.00	St. Retirement	St. Retirement	Worker Comp	Workers Comp			
JAN	\$ (33,092.24)				\$ 5,711.00	\$ 8,147.00			
FEB	\$ (33,079.35)								
MAR	(34,219.04)								
APR									
MAY									
JUN									
JUL									
AUG									
SEP									
OCT									
NOV				\$ 17,421.00					
DEC				\$ 15,883.00					
	\$ 130,667.37	\$ 125,840.00							

