

VILLAGE OF AURORA COMMUNITY PLANNING ASSISTANCE

MEMORIALIZING AGREEMENT

Cayuga County Department of Planning & Economic Development | Village of Aurora

This Memorizing Agreement (the "Agreement") made effective as of the date last executed (the "Effective Date"), by and between Cayuga County, N.Y., a municipal corporation duly organized and existing pursuant to the laws of the State of New York with principal offices at 160 Genesee Street, Auburn, NY 13021, (hereinafter referred to as the "County"); and the Village of Aurora, a municipal corporation of the State of New York with principal offices at 456 Main Street, Aurora, NY 13026 (hereinafter referred to as the "Village"); for the purpose of memorializing the commitments made by each party for the Cayuga County Department of Planning & Economic Development ("CCPED") to assist with a community planning project aimed to address the former Wells College Campus (the "Project").

WHEREAS, the Village and the County entered into an agreement, on August 30, 2022, to complete the preparation and development of a new Zoning Law for the Village; and

WHEREAS, the Village has determined that, following the execution of said agreement and subsequent adoption of the zoning law, and following the closure of Wells College, the Village is seeking guidance and assistance with possible amendments to the Comprehensive Plan and Zoning Law to address future development of the now vacant college campus; and

WHEREAS, the Village Board of Trustees has officially requested that the Cayuga County Department of Planning and Economic Development ("CCPED") provide the technical assistance, staffing, and resource commitment to the Village to conduct a community survey, prepare amendments to the comprehensive plan, and to create an amendment to the zoning law to create a Planned Development District (PDD) tool for the village; and

WHEREAS, CCPED has agreed to provide staff to assist the Village for the term of this Agreement where the Village will be billed for all actual staff hours, travel and other expenses to complete the tasks of this Project to be reimbursed to CCPED by the Village in a manner detailed herein; and

WHEREAS, the Cayuga County Legislature has approved and authorized the execution of Memorizing Agreements between the County and municipalities, such as the Village, through the adoption of Cayuga County Resolution #399-21 on December 14, 2021 (the "Resolution"); and

WHEREAS, the County and Village wish to establish the roles and responsibilities of the parties who will be engaged in the Project, including CCPED, the County, and the Village in the form of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is hereby agreed as follows:

1. **TERM.** This Agreement shall commence as of the Effective Date and shall terminate after a period of six (6) months (the "Termination Date") unless otherwise terminated pursuant to the terms of this Agreement (the "Term"). CCPED shall commence performance of the requested tasks for the Project promptly and proceed diligently and continuously to completion by the Termination Date.
2. **TERMS OF PAYMENT.**
 - a. **County Fee for Services:**

Total amount billable to the Village by the County shall be determined based on actual hours, travel and expenses for the request for assistance from the Village as follows: At the request of the Village, the CCPED Planning Director and Senior Planner shall use their best efforts to undertake all necessary work to provide the CCPED Services (as hereinafter defined). As consideration for providing the CCPED Services, the Village shall pay the County a one hundred percent (100%) rate on the actual hourly rate for County staff time, and any travel or other expenses such as printing, postage, etc. incurred by the County to perform the Services, with an overall total not to exceed the amount of \$4,000.00.
 - b. **Billing:**

The County shall provide an invoice to the Village monthly for Services provided (inclusive of expenses incurred) on the Project during the previous month by CCPED. The Village shall pay the County within thirty (30) days of receipt of County Invoice.

3. SERVICES.

a. **CCPED Services & Responsibilities:**

CCPED shall provide the following services (the "CCPED Services"): CCPED staff will create an online survey with a printed paper version, collect online responses, and compile the results from both the online and paper versions of the survey. Assuming adequate responses are collected, CCPED staff will then use the results of the survey to create language for amendments to the Village's Comprehensive Plan related to the Project, the closure of Wells College and the future of the campus. CCPED staff will then create language for amendments to the Village's Zoning Law establishing a Planned Development District ("PDD") tool with a district creation, approval, and amendment process. CCPED staff will attend a maximum of two (2) public hearings to be hosted and advertised by the Village, and a maximum of four (4) work-session meetings throughout the Term, for a total of six (6) in-person meetings.

b. **Village Services & Responsibilities:**

The Village shall provide the following services (the "Village Services" and collectively with the CCPED Services, the "Services"): The Village shall be responsible for advertising and announcing the community survey, encouraging their residents to complete it. The Village will also print copies of the survey and make them available to the public, collect the completed paper copies of the survey, and transmit the complete copies of the paper survey to CCPED staff. The Village shall provide CCPED staff with all necessary information and guidance in a timely fashion to prepare the final text amendments to the Comprehensive Plan and Zoning Law, as requested by CCPED. The Village shall be solely responsible for any and all required public notifications for public hearings, amendment reviews and adoption including required State Environmental Quality Review Act ("SEQRA") reviews and actions, and required General Municipal Law Sections 239-l, m & n referrals to Cayuga County. CCPED is not responsible for preparing, publishing or mailing any notices for required public hearings and adoption of any amendments to the Village's Comprehensive Plan or Zoning Law.

4. **RESPONSIBILITY FOR QUALITY OF WORK; COMPLIANCE WITH LAWS.** In the performance of the Services, the County and Village shall exercise the degree of skill and care, and utilize new materials of a quality, generally accepted, as good practice and procedure. The Village shall comply with all laws, rules and regulations of any governmental authority having jurisdiction over the Village, County, or the manner or method of production, procurement, delivery, or retrieval of products or Services for which this Agreement contemplates.

5. **CCPED PROVISION OF STAFF SERVICES.** CCPED shall assign and deploy staff necessary to complete the CCPED Services in coordination with the Village.

6. **ACCEPTANCE OF THE WORK.** CCPED shall promptly notify the Village when the CCPED Services are completed.

7. **TERMINATION; SUSPENSION.** Both the County and Village shall have the right, in each party's sole discretion, to terminate this Agreement or suspend performance of the Services prior to completion of such Services by delivery of five (5) days' written notice of such termination or suspension to the other party. In the event of such termination or suspension, the Village will be responsible for payment to the County for all hours of Services, travel, and reimbursables rendered up until such written notice of termination or suspension is received.

8. **INDEPENDENT CONTRACTOR.** The County acknowledges that it is an independent contractor. Neither the County, nor any of its employees, are or shall be deemed to be agents or employees of the Village. The County has sole authority and responsibility to employ, discharge, or otherwise control its employees.

9. **REPRESENTATIONS OF PARTIES.** The County and the Village each represent and warrant that this Agreement has been duly authorized, executed, and delivered and constitute its binding agreement enforceable against it. Both parties further represent that they are capable of carrying out the terms of this Agreement.

10. **TAXES.** The County and the Village are exempt from sales, use, and similar taxes.

11. **FORCE MAJEURE.** Notwithstanding any provisions in this Agreement to the contrary, any delay or failure of performance by either of the parties shall not constitute a default under this Agreement, nor give rise to any claim against the non-performing party for damages, to the extent such delay or failure is caused by occurrences beyond the control of the non-performing party.

12. **INSURANCE; INDEMNIFICATION.**

a. **Insurance:**

The Village shall comply with the insurance requirements listed in "Appendix A" attached hereto and made a part hereof. The County agrees to effectuate the naming of the Village as an additional insured on the County's applicable insurance policy(ies), with the exception of workers' compensation.

b. **Indemnification:**

- i. The Village shall fully and promptly defend, indemnify, and hold the County, its elected officials, officers, agents, and employees harmless from and against any and all claims, liability, judgments, damages, costs, and expenses (including without limitation, reasonable legal fees, expenses, and court costs) which may arise from the acts, failures, omissions, or negligence of the Village, its officers, agents, employees, and/or suppliers or sub-subcontractor (if permitted), their officers, agents, employees, and/or suppliers of the Village to the fullest extent permitted by law, excepting claims arising from the negligence of the County. The Village agrees that the terms of this Agreement shall serve to preserve the County's right to contribution and/or indemnification from the Village, its employees, permitted subcontractors, or suppliers under the New York State Worker's Compensation Law. The Village agrees to fully reimburse and indemnify the County for all costs, disbursements, and expenses, including attorneys' fees incurred by the County in any action or proceeding for the enforcement of any provision of this Agreement.
- ii. The County shall fully and promptly defend, indemnify, and hold the Village, its elected officials, officers, agents, and employees harmless from and against any and all claims, liability, judgments, damages, costs, and expenses (including without limitation, reasonable legal fees, expenses, and court costs) which may arise from the acts, failures, omissions, or negligence of the County, its officers, agents, employees, and/or suppliers or sub-subcontractor (if permitted), their officers, agents, employees, and/or suppliers of the County to the fullest extent permitted by law, excepting claims arising from the negligence of the Village. The County agrees that the terms of this Agreement shall serve to preserve the Village's right to contribution and/or indemnification from the County, its employees, permitted subcontractors, or suppliers under the New York State Worker's Compensation Law. The County agrees to fully reimburse and indemnify the Village for all costs, disbursements, and expenses, including attorneys' fees incurred by the Village in any action or proceeding for the enforcement of any provision of this Agreement.

13. **NOTICES.** Any and all notices to a party shall be addressed to:

The County:

Cayuga County Planning and Economic Development
160 Genesee Street, 5th Floor
Auburn, New York 13021
The Village as indicated above.

Or to such other address as may hereafter be designated in writing by either of the parties. Notices to either party shall be effective only if in writing and delivered personally to the party or sent by certified mail, return receipt requested or sent by any nationally recognized delivery company. An additional copy of any notice to the County shall be sent to the County Attorney at 160 Genesee Street, 6th Floor, Auburn, New York 13021.

14. **NO ASSIGNMENT.** This Agreement shall not be assignable by the Village without the express written consent of the County.

15. **ENTIRE AGREEMENT/MODIFICATION.** This Agreement supersedes all prior written and oral agreements that may have been entered into between the County and the Village regarding the subject matter hereof. This

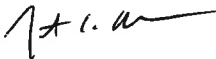
Agreement constitutes the complete understanding of the parties. No modification of any provisions herein shall be valid unless in writing and signed by both of the parties.

16. **WAIVER.** No Waiver of any breach of any condition in this Agreement shall be binding unless in writing and signed by the party or parties waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.
17. **SURVIVAL OF PROVISIONS.** Where the intent and sense of the provisions so requires, contract provisions shall survive the termination of this Agreement by either party hereto.
18. **APPLICABLE LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York.
19. **PROVISIONS REQUIRED BY LAW.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein, and if through mistake or otherwise, such provision is not inserted, then upon the request of either party, this Agreement shall be amended forthwith to make such insertion.
20. **SAVINGS CLAUSE.** Should any part of this Agreement be held to be invalid or illegal by reason of any existing or subsequently enacted legislation or any decision of a court of competent jurisdiction, it is agreed that such finding shall not affect the remainder of the Agreement and the remaining paragraphs or parts shall remain in full force and effect.
21. **BINDING ON SUCCESSORS.** The terms of this Agreement are binding upon the assigns, successors, heirs, and representatives of the parties hereto.
22. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature Page Follows.]

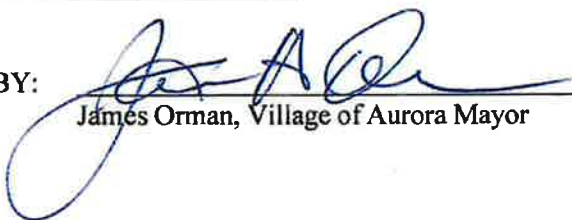
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the last date and year below written.

COUNTY OF CAYUGA

BY: 
Jonathan Anna, Chair of the Legislature

Date: Nov 20, 2025

VILLAGE OF AURORA

BY: 
James Orman, Village of Aurora Mayor

Date: 11-19-25

ACKNOWLEDGED BY:

CAYUGA COUNTY DEPARTMENT OF PLANNING & ECONOMIC DEVELOPMENT

BY: 
Name: Kari Terwilliger
Title: Director

Date: Nov 20, 2025

COUNTY ATTORNEY:

BY: 
Name: Carbonaro, Carbonaro & Brune, P.C. (by: Ally L. Colvin, Esq.)

Date: Nov 20, 2025

APPENDIX A

INSURANCE REQUIREMENTS

- I. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the Village of Aurora, a municipal corporation of the State of New York with principal offices at 456 Main Street, Aurora, NY 13026 (hereinafter referred to as the "**CONTRACTOR**") hereby agrees to effectuate the naming of the **COUNTY** as an unrestricted additional insured on the **CONTRACTOR'S insurance** policies, with the exception of workers' compensation. If the **CONTRACTOR** is self-insured, evidence of its status as a self-insured entity shall be provided to the **COUNTY**. If requested, the **CONTRACTOR** must describe its financial condition and the self-insured funding mechanism.
- II. The policy naming the **COUNTY** 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**, its Board, employees and volunteers.
 - the **COUNTY** shall be listed as an additional insured by using endorsement CG 2010 10 85 or broader. The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance.
- III. The **CONTRACTOR** agrees to indemnify the **COUNTY** for any applicable deductibles.
- IV. Required Insurance:
- **Commercial General Liability Insurance**
\$1,000,000 per occurrence/ \$2,000,000 aggregate. General aggregate to apply on a per project basis.
 - **Automobile Liability**
\$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
 - **Workers' Compensation and N.Y.S. Disability**
Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees.
- V. **CONTRACTOR** acknowledges that failure to obtain such insurance on behalf of the **COUNTY** constitutes a material breach of contract. The **CONTRACTOR** is to provide the **COUNTY** with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of the **COUNTY** 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**.
- VI. The **COUNTY** is a member/owner of the NY Municipal Insurance Reciprocal (NYMIR). **CONTRACTOR** further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the **COUNTY** but also NYMIR, as the **COUNTY'S** insurer.
- VII. **CONTRACTOR** agrees to provide a Certificate of Insurance evincing such coverage as required by this agreement. Said Certificate of Insurance shall list the Certificate Holder as:
- Cayuga County
County Attorney's Office
160 Genesee St., 6th Floor
Auburn, NY 13021
- VIII. **CONTRACTOR** further agrees to provide a copy of their insurance policy endorsement providing coverage for either:
- Blanket coverage for additional insureds; or
 - Coverage specific for the **COUNTY**; or

7 | Agreement: Cayuga County Department of Planning & Economic Development | Village of Aurora
VILLAGE OF AURORA COMMUNITY PLANNING ASSISTANCE

- A statement on the Certificate of Insurance that the appropriate endorsement has been requested adding the **COUNTY** as an additional insured. Upon such time as the endorsement is received by the **CONTRACTOR**, said **CONTRACTOR** will forward a copy of said endorsement to the **COUNTY** without delay.

Village of Aurora Community Planning Assistance

Final Audit Report

2025-11-20

Created:	2025-11-20 (Eastern Standard Time)
By:	Nina Barrera (nbarrera@cayugacounty.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAxSY3DcEyiSmWKxNdKNJymxD1YSnfnS6

"Village of Aurora Community Planning Assistance" History



Document created by Nina Barrera (nbarrera@cayugacounty.gov)

2025-11-20 - 10:59:35 AM EST



Document emailed to acolvin@carbonarolaw.com for signature

2025-11-20 - 11:00:34 AM EST



Email viewed by acolvin@carbonarolaw.com

2025-11-20 - 11:00:57 AM EST



Signer acolvin@carbonarolaw.com entered name at signing as Ally L. Colvin, Esq.

2025-11-20 - 11:01:49 AM EST



Document e-signed by Ally L. Colvin, Esq. (acolvin@carbonarolaw.com)

Signature Date: 2025-11-20 - 11:01:51 AM EST - Time Source: server



Document emailed to Kari Terwilliger (kterwilliger@cayugacounty.gov) for signature

2025-11-20 - 11:01:52 AM EST



Email viewed by Kari Terwilliger (kterwilliger@cayugacounty.gov)

2025-11-20 - 11:27:45 AM EST



Document e-signed by Kari Terwilliger (kterwilliger@cayugacounty.gov)

Signature Date: 2025-11-20 - 11:28:37 AM EST - Time Source: server



Document emailed to JONATHAN ANNA (janna@cayugacounty.gov) for signature

2025-11-20 - 11:28:39 AM EST



Email viewed by JONATHAN ANNA (janna@cayugacounty.gov)

2025-11-20 - 11:30:46 AM EST



Powered by
Adobe
Acrobat Sign

 Document e-signed by JONATHAN ANNA (janna@cayugacounty.gov)

Signature Date: 2025-11-20 - 11:31:28 AM EST - Time Source: server

 Agreement completed.

2025-11-20 - 11:31:28 AM EST



Powered by
Adobe
Acrobat Sign