

**Canandaigua Town Board  
Meeting Agenda – RESOLUTION ADDITIONS  
February 23, 2015  
6PM**

**RESOLUTION # 2015-70 PROPOSED INTERMUNICIPAL AGREEMENT WITH THE CANANDAIGUA LAKE WATERSHED ASSOCIATION**

**WHEREAS**, Canandaigua Lake Watershed Association has tendered a proposal to conduct a test program to combat an invasive species within a 4.45 acre parcel designated by the Town of Canandaigua within an open space area owned by the Town, and located within the Old Brookside development, at the sole cost of CLWA, all as identified in under certain plans prepared by CLWA, (“Test Program”), and

**WHEREAS**, the Town approved the Test Program by adopting resolution 2015-49 on the condition that the Town and CLWA execute a mutually acceptable Memorandum of Understanding (Attachment 16),

**NOW THEREFORE BE IT RESOLVED**, the Canandaigua Town Board hereby approves of the proposed Intermunicipal Agreement and authorizes the Town Supervisor to any and all necessary steps to execute the agreement.

**RESOLUTION # 2015-71 PURCHASE OF LIGHTING FOR THE HIGHWAY DEPT.**

**WHEREAS**, the Highway Superintendent and the Public Works Committee have identified a need for additional lighting in the Highway garage; and

**WHEREAS**, the Highway Superintendent has obtained a quotation for the desired lights (Attachment 17); and

**WHEREAS**, the Highway Superintendent is requesting approval to purchase bid items FBD-654H)-UNV-1/42EB and F54W/T5/841/ECO at a total cost not exceed \$7516.00; and

**WHEREAS**, approximately \$2,700.00 of this cost is reimbursable through the New York State Energy Research and Development Authority (NYSERDA); and

**WHEREAS**, the Highway Superintendent estimates an additional \$1500.00 will be required for incidentals such as wiring, hangers, and the rental of an electric lift; and

**WHEREAS**, the installation of the light fixtures will be done using town labor; and

**NOW THEREFORE BE IT RESOLVED**, the Canandaigua Town Board hereby approves of the purchase and installation of the Highway Dept lights at a cost not to exceed \$9016.00; and

**BE IT FURTHER RESOLVED**, the Highway Supervisor shall submit the required paperwork for NYSERDA reimbursement.

**RESOLUTION # 2015-72 COMPUTER & SOFTWARE UPGRADE**

**WHEREAS**, the Technology Committee has evaluated the existing computer equipment and recommended replacing several computers which are no longer serviceable; and

**WHEREAS**, software upgrades are also requested; and

**WHEREAS**, Integrated Systems has provided a quote for the computer and software upgrades (Attachment 18); and

**WHEREAS**, the Town Board has budgeted for these expenditures; and

**NOW THEREFORE BE IT RESOLVED**, the Town Board hereby approves of the Town Supervisor signing the purchase agreement from Integrated Systems for the purchase of 8 Lenovo ThinkCentre Desktop Computers and the software described on Attachment 18 at a cost not to exceed \$8001.00.

**RESOLUTION # 2015-73 REQUEST TO QUIT CLAIM ROSSIER ROAD PROPERTY**

**WHEREAS**, certain unused residue parcels of land consisting of 1.65 acres remained after the realignment of Rossier Road all as shown on an instrument survey prepared by Venezia Land Surveyors and Civil Engineers, dated 3/19/2013, and being identified as file #12063, ("Residual Parcel"), and

**WHEREAS**, the Town of Canandaigua finds that the Residual Parcel does not serve any public purpose for further use as a highway, and

**WHEREAS**, the adjoining property owner, Justin R. Damann, has requested that the Town quit-claim any right, title and interest, if any, to the Residual Parcel to the adjoining owner, and

**WHEREAS**, the Highway Superintendent has recommended the conveyance,

**NOW, THEREFORE, BE IT RESOLVED** that:

1. The Supervisor is hereby authorized to quit-claim any right, title and interest, if any, to the Residual Parcel to the adjoining owner, and is authorized to execute any deed, NYS Transfer document, RP-5217, TP-584, or other document necessary and/or incidental to complete the conveyance.
2. The Highway Superintendent is hereby directed to apply to the Ontario County Department of Public Works to obtain its ratification of the conveyance.

**Attachment 16 – Proposed Agreement with CLWA**

INTERMUNICIPAL AGREEMENT

THIS AGREEMENT is made as of \_\_\_\_\_, 2015, by and between the TOWN OF CANANDAIGUA, (“Town”), AND THE CANANDAIGUA LAKE WATERSHED ASSOCIATION, (“CLWA”), and

WHEREAS, CLWA has tendered a proposal to conduct a test program to combat an invasive species within a 4.45 acre parcel designated by the Town of Canandaigua within an open space area owned by the Town, and located within the Old Brookside development, at the sole cost of CLWA, all as identified in under certain plans prepared by CLWA, (“Test Program”), and

WHEREAS, the Town approved the Test Program by adopting resolution 2015-49 on the condition that the Town and CLWA execute a mutually acceptable Memorandum of Understanding,

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto mutually agree as follows:

1. The Town and CLWA agree that the Test Program shall be at no cost to the Town and that the Town is not committed to provide any service, funding, supervision, maintenance, or the like, to the Test Program.

2. The CLWA shall indemnify and hold harmless the Town and its officers, employees, and agents from and against any and all liability, damage, claims, demands, costs, judgments, attorney’s fees arising from any act or omission of the CLWA its officers, employees, and/or agents. The CLWA shall furnish a certificate naming the Town as additional insured under a general liability policy with a face value of a minimum \$1,000,000.00 coverage.

3. CLWA shall provide to the Town Material Safety Data Sheets for any and all herbicides, chemicals, and/or the like, used as part of the Test Program.

4. The initial phase of the Test Program, including removal of the invasive species and the planting of 120 trees and shrubs, as identified in the Test Program shall be completed as soon as the weather permits.

Town of Canandaigua

Date:

By: \_\_\_\_\_  
Pam Helming, Supervisor

Canandaigua Lake Watershed Association

Date:

By: \_\_\_\_\_

# Attachment 17 – Highway Lighting Proposal



350 METRO PARK  
 ROCHESTER NY 14623-2614  
 Phone: 585-458-3600  
 Fax: 585-458-6782

To: TOWN OF CANANDAIGUA  
 5440 ROUTE 5 & 20 WEST  
 CANANDAIGUA NY 14424  
 Attn: JIM  
 Phone: 585-394-3300  
 Fax: 585-394-3767  
 Email: bonnie.curran@graybar.com

Date: 02/20/2015  
 Proj Name: **222075513**  
 GB Quote #: **222075513**  
 Valid From: 02/20/2015  
 Valid To: 03/22/2015  
 Contact: Bonnie Curran  
 Email: bonnie.curran@graybar.com

## Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Item	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
100	36 EA	PHILLIPS CORP	FBD-654HO-UNV-1/42EB FDB-FBD-6E1W		\$174.69	1	\$6,288.84
***Item Note:*** LENSED, FLUORESCENT OPTION. LENSED IS HIGHLY SUGGESTED DUE TO THE SOOT AND DIESEL FUMES. QUALIFIES FOR A \$75.00 REBATE PER FIXTURE THROUGH NYSERDA. LAMPS QUOTED SEPARTELY. NET COST PER FIXTURE AFTER REBATE IS \$99.69 CUSTOMER IS RESPONSIBLE TO FILE FOR REBATE							
200	216 EA	GENERAL ELEC	F54W/T5/841/ECO	LAMP FLUOR T5 HO ECO 4100K 54W	\$5.68	1	\$1,226.88
GB Part #: 25012089    UPC #: 04316846761							
300	36 EA	PHILLIPS CORP	FBX-24L-L-40-UNV-LCA		\$487.01	1	\$17,532.36
***Item Note:*** LED OPTION							

**Total in USD (Tax not included): \$25,048.08**

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at [www.graybar.com](http://www.graybar.com)      24-Hour Emergency Phone#: 1-800-GRAYBAR

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill. Unless noted the estimated ship date will be determined at the time of order placement.

To: TOWN OF CANANDAIGUA  
5440 ROUTE 5 & 20 WEST  
CANANDAIGUA NY 14424  
Attn: JIM

Date: 02/20/2015  
Proj Name:  
GB Quote #: 222075513

## Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Item	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
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### GRAYBAR ELECTRIC COMPANY, INC. TERMS AND CONDITIONS OF SALE

- 1. ACCEPTANCE OF ORDER, TERMINATION** - Acceptance of any order is subject to credit approval and acceptance of order by Graybar Electric Company, Inc. ("Graybar") and, when applicable, Graybar's suppliers. If credit of the buyer of the goods ("Buyer") becomes unsatisfactory to Graybar, Graybar reserves the right to terminate upon notice to Buyer and without liability to Graybar.
- 2. PRICES AND SHIPMENTS** - Unless otherwise quoted, prices shall be those in effect at time of shipment, which shall be made F.O.B. shipping point, prepaid and bill.
- 3. RETURN OF GOODS** - Credit may be allowed for goods returned with prior approval. A deduction may be made from credits issued to cover cost of handling.
- 4. TAXES** - Prices shown do not include sales or other taxes imposed on the sale of goods. Taxes now or hereafter imposed upon sales or shipments will be added to the purchase price. Buyer agrees to reimburse Graybar for any such tax or provide Graybar with acceptable tax exemption certificate.
- 5. DELAY IN DELIVERY** - Graybar is not to be accountable for delays in delivery occasioned by acts of God, failure of its suppliers to ship or deliver on time, or other circumstances beyond Graybar's reasonable control. Factory shipment or delivery dates are the best estimates of our suppliers, and in no case shall Graybar be liable for any consequential or special damages arising from any delay in shipment or delivery.
- 6. LIMITED WARRANTIES** - Graybar warrants that all goods sold are free of any security interest and will make available to Buyer all transferable warranties (including without limitation warranties with respect to intellectual property infringement) made to Graybar by the manufacturer of the goods. GRAYBAR MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE UNLESS OTHERWISE AGREED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF GRAYBAR. PRODUCTS SOLD HEREUNDER ARE NOT INTENDED FOR USE IN OR IN CONNECTION WITH (1) ANY SAFETY APPLICATION OR THE CONTAINMENT AREA OF A NUCLEAR FACILITY, OR (2) IN A HEALTHCARE APPLICATION, WHERE THE GOODS HAVE POTENTIAL FOR DIRECT PATIENT CONTACT OR WHERE A SIX (6) FOOT CLEARANCE FROM A PATIENT CANNOT BE MAINTAINED AT ALL TIMES.
- 7. LIMITATION OF LIABILITY** - Buyer's remedies under this agreement are subject to any limitations contained in manufacturer's terms and conditions to Graybar, a copy of which will be furnished upon written request. Furthermore, Graybar's liability shall be limited to either repair or replacement of the goods or refund of the purchase price, all at Graybar's option, and IN NO CASE SHALL GRAYBAR BE LIABLE FOR INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES. In addition, claims for shortages, other than loss in transit, must be made in writing not more than five (5) days after receipt of shipment.
- 8. WAIVER** - The failure of Graybar to insist upon the performance of any of the terms or conditions of this agreement or to exercise any right hereunder shall not be deemed to be a waiver of such terms, conditions, or rights in the future, nor shall it be deemed to be a waiver of any other term, condition, or right under this agreement.
- 9. MODIFICATION OF TERMS AND CONDITIONS** - These terms and conditions supersede all other communications, negotiations, and prior oral or written statements regarding the subject matter of these terms and conditions. No change, modification, restriction, discharge, abandonment, or waiver of these terms and conditions shall be binding upon Graybar unless made in writing and signed on its behalf by a duly authorized representative of Graybar. No conditions, usage of trade, course of dealing or performance, understanding or agreement, purporting to modify, vary, explain, or supplement these terms and conditions shall be binding unless hereafter made in writing and signed by the party to be bound. Any proposed modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein.
- 10. REELS** - When Graybar ships returnable reels, a reel deposit may be included in the invoice. The Buyer should contact the nearest Graybar service location to return reels.
- 11. CERTIFICATION** - Graybar hereby certifies that these goods were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof. This agreement is subject to Executive Order 11246, as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Veterans Readjustment Assistance Act of 1974, as amended, E.O. 13496, 29 CFR Part 4/1, Appendix A to Subpart A, and the corresponding regulations, to the extent required by law. 41 CFR 60-1.4, 60-141.3, and 60-150.3 are incorporated herein by reference, to the extent legally required.
- 12. FOREIGN CORRUPT PRACTICES ACT** - Buyer shall comply with applicable laws and regulations relating to anti-corruption, including, without limitation, (i) the United States Foreign Corrupt Practices Act (FCPA) (15 U.S.C. §§ 78dd-1, et. seq.) irrespective of the place of performance, and (ii) laws and regulations implementing the Organization for Economic Cooperation and Development's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the U.N. Convention Against Corruption, and the Inter-American Convention Against Corruption in Buyer's country or any country where performance of this agreement or delivery of goods will occur.
- 13. ASSIGNMENT** - Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Graybar, and any such assignment, without such consent, shall be void.
- 14. GENERAL PROVISIONS** - All typographical or clerical errors made by Graybar in any quotation, acknowledgment or publication are subject to correction. This agreement shall be governed by the laws of the State of Missouri applicable to contracts to be formed and fully performed within the State of Missouri, without giving effect to the choice or conflicts of law provisions thereof. All suits arising from or concerning this agreement shall be filed in the Circuit Court of St. Louis County, Missouri, or the United States District Court for the Eastern District of Missouri, and no other place unless otherwise determined in Graybar's sole discretion. Buyer hereby irrevocably consents to the jurisdiction of such court or courts and agrees to appear in any such action upon written notice thereof.
- 15. PAYMENT TERMS** - Payment terms shall be as stated on Graybar's invoice or as otherwise mutually agreed. As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.
- 16. EXPORTING** - Buyer acknowledges that this order and the performance thereof are subject to compliance with any and all applicable United States laws, regulations, or orders. Buyer agrees to comply with all such laws, regulations, and orders, including, if applicable, all requirements of the International Traffic in Arms Regulations and/or the Export Administration Act, as may be amended. Buyer further agrees that if the export laws are applicable, it will not disclose or re-export any technical data received under this order to any country for which the United States government requires an export license or other supporting documentation at the time of export or transfer, unless Buyer has obtained prior written authorization from the United States Office of Export Control or other authority responsible for such matters.

Signed: \_\_\_\_\_

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at [www.graybar.com](http://www.graybar.com)

24-Hour Emergency Phone#: 1-800-GRAYBAR

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill.

Unless noted the estimated ship date will be determined at the time of order placement.

# Attachment 18 – Integrated Systems Computer Replacement Proposal



Phone: (585) 924-8670  
 Fax: (585) 924-8842  
 7588 Main Street - Fishers  
 Victor, NY 14564

**Quote**  
 No.: **3242**  
 Date: 2/20/2015

Prepared for:  
 Pamela Helming (585) 730-2956  
 Town of Canandaigua  
 5440 Routes 5 & 20 West  
 Canandaigua, NY 14424 U.S.A.

Prepared by: Ron Siegelman  
 Account No.: 344  
 Phone: (585) 396-0450  
 Fax: (585) 394-9476  
 Job: 758110/758123

Quantity	Item ID	Description	UOM	Sell	Total
8.00	* Quoted Item	Lenovo ThinkCentre Desktop Computer (1 Year Limited Warranty)	EA	\$599.00	\$4,792.00
6.00	* Quoted Item	Microsoft Office Home and Business 2013 (word,excel,powerpoint,outlook)	EA	\$219.00	\$1,314.00
2.00	* Quoted Item	Microsoft Office 2013 Professional	EA	\$399.00	\$798.00
1.00	* Quoted Item	Adobe XI Pro	EA	\$449.00	\$449.00
1.00	* Quoted Item	Adobe Creative	EA	\$199.00	\$199.00

Allow up to 4 Hours for Installation and Integration per PC  
 (Can be billed to PSA)

Computer Prices Based on Assumption that products are purchased at the same time and in the Month of February. For Individual Purchases of PC's please ask for a quote for a single unit.

Year Price:                      \$7,552.00  
 Total:                      \$7,552.00

Prices are firm until 3/1/2015                      Terms: Upon Receipt

Prepared by: Ron Siegelman, ron@integratednet.com  
 Integrated Systems

Date: 2/20/2015

Bluetooth: No  
 Brand Name: Lenovo  
 Color: Business Black  
 DisplayPort: Yes  
 Form Factor: Small Form Factor  
 Graphics Controller Manufacturer: Intel  
 Graphics Controller Model: HD 4400  
 Graphics Memory Accessibility: Shared  
 Green Compliant: Yes  
 Operating System Architecture: 64-bit  
 Operating System: Windows 7 Professional  
 Optical Drive Type: DVD-Writer  
 Processor Manufacturer: Intel  
 Processor Model: I3-4130  
 Processor Speed: 3.40 GHz  
 Processor Type: Core i3  
 Product Type: Desktop Computer  
 Standard Memory: 4 GB  
 Total Hard Drive Capacity: 500 GB  
 Wireless LAN: No

Add 1 Adobe XI PRO @  
 \$449.00 for the highway dept.  
 Total proposed cost \$8001.00

