



Village of Fairport

Board Meeting

Village Board Room

Wednesday, October 5, 2016 @ 4 p.m.

WORK SESSION AGENDA

1. **Winding Brook Pump Station Duplex Control Panel Replacement – Paul Feeley, Superintendent of Public Works.** 📄

A motion of the Fairport Village Board to enter into an Agreement with Siewert Equipment, and for Frederick H. May, as Mayor, to execute said agreement for the purposes of replacing the duplex control panel at the Winding Brook pump station in the Village of Fairport. Consideration for said services shall not exceed \$16,000.

2. **N. Main St. Storm Sewer Replacement – Paul Feeley, Superintendent of Public Works.** 📄

A motion of the Fairport Village Board to enter into an Agreement with Villager Construction, and for Frederick H. May, as Mayor, to execute said agreement for the purposes of replacing approximately 60'-100' of storm sewer on N. Main St. in the Village of Fairport. The Village Board also authorizes an appropriation from Fund Balance in an amount not to exceed \$70,000 to pay for said improvement which will be refunded by an appropriation from the Capital Reserve during the 17'-18' budget process.

3. **FFD Pumper Replacement and Procurement Process** 📄 – Assistant Fire Chief, Mike Kenney and Lieutenant, Brad Moreland. 📄

4. **Cell Tower Construction Bid Award** 📄

5. **Waste Management Shooting Range License Agreement** 📄

A motion of the Fairport Village Board to enter into a License Agreement with Waste Management of New York, L.L.C. and for Frederick H. May, as Mayor, to execute said agreement for the purposes of the Fairport Police Department to operating and utilizing a shooting range facility. Consideration for use shall be for the sum of \$1.00 per year.

Paul Feeley
SUPERINTENDENT OF
PUBLIC WORKS



31 S. Main Street, Fairport, NY 14450
Office: (585) 421-3119
Email: pf@fairportny.com

To: Bryan White

Date: August 9, 2016

Re: Winding Brook Pump Station Control Panel Replacement

I would like to recommend the approval of the Winding Brook Pump Station Control Panel Replacement Agreement between the Village of Fairport and Siewert Equipment. Siewert Equipment was the lower of the two quotes received from vendors.

A third vendor, Xylem Inc. (Flygt Products) was unresponsive to our quote requests even after multiple requests over a twelve month period of time. These are the only three vendors we deal with regarding pump stations and if the vendor is unresponsive to quote requests we do not feel they would be capable of providing support in the future if problems are experienced with the control panel.

The proposed work includes replacement of the control panel enclosure, electrical components, alarm system, and all labor necessary to install the control panel.

The agreement is not to exceed \$16,000, \$12,518 for a steel enclosure or an additional \$2,933 for the stainless steel option.

There is also an option to replace the Olde Orchard Pump Station control panel in the next budget cycle if funding is approved in the next budget and both parties are agreeable on a price not to exceed three percent of the Winding Brook Pump Station control panel replacement. We feel that it is important to standardize all four of the pump stations to simplify maintenance operations and to make it more economically feasible to stock replacement parts that can be used in any of the stations. As part of the Highview Manor project the Durant Place Pump Station control panel will be upgraded by the developer and will meet these same specs.

MAYOR
Frederick H. May
DEPUTY MAYOR
H. Kevin Clark



TRUSTEES
Kenneth G. Rohr
Timothy J. Slisz
Debra D. Tandoi

QUOTATION REQUEST FORM

Department DPW

Appropriation Code H8120.2

| QTY. | DESCRIPTION | UNIT COST | TOTAL COST |
|------|--|-----------|------------|
| 1 | WINDING BROOK LIFT STATION CONTROL PANEL BOX REPLACEMENT, INSTALLED AND FUNCTIONAL | | 12,518.00 |

VENDORS CONTACTED:

1. Name: SIEWERT EQUIPMENT Date Quoted: 8-4-16
Address: 175 AKRON ST
ROCHESTER, N.Y. 14609 Best Estimate Price: 12,518.00
Contact: COREY GURNETT Delivery Date: 4-5 WEEKS
 ACCEPTED REJECTED

2. Name: CALKINS TECHNICAL PRODUCTS Date Quoted: 5-6-15
Address: 95 ALLIANCE DR
ROCHESTER, N.Y. 14623 Best Estimate Price: 29,000.00
Contact: JIM CLARK Delivery Date: _____
ACCEPTED REJECTED

3. Name: Xylem, Inc. Flygt Products Date Quoted: Unresponsive
Address: 600 Mile Crossing Blvd, Suite 3
ROCHESTER, NY 14624 Best Estimate Price: Unresponsive
Contact: Scott Carroll Delivery Date: n/a
ACCEPTED REJECTED

Are there any trade-in allowances of discounts applicable to this purchase: YES NO

REMARKS: _____

I certify that all required purchasing procedures have been followed.

[Signature]
DEPARTMENT PURCHASING AGENT



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Service Department:

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F - 585-224-7968

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EMAIL / FAX TRANSMITTAL FORM

Date: Thursday, August 04, 2016
To: Village of Fairport
Attention: Jeff Mechetti
Fax/Email: JDM@Fairportny.com **Phone:** 585-421-3120
From: Shawn Martindale **Phone:** 585-224-7932
Title: Service Coordinator

COMMENTS

Subject/Job: Control Panel Option Proposal
Make/Model: Control Panel
Serial Number: 230/3/60 10-15 HP Nema Type 4
PO / Ref. No:

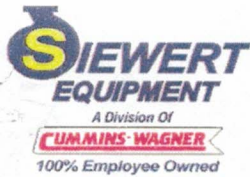
Please find attached our service proposal and let us know if you have any questions. Should you choose to proceed, kindly sign the proposal and return with purchase order or credit card number as approval for us to schedule and proceed.

Thank you for choosing Siewert Equipment.

Copy: Kevin Ryan

Total Number of Pages Including Cover:

4



Service Proposal

Service Department
Buffalo | Rochester | Albany

Voice: 585-224-7932
Fax: 585-224-7968

Date: August 4, 2016
Make/Model: Control Panel

Serial #: 230/3/60 10-15 HP Nema Type 4
Proposal #: 81611
PO #:

To: **Village of Fairport**
31 South Main Street
Fairport, New York 14450
Attn: **Jeff Mechetti**
Job: Control Panel Option Proposal

Work/Solution Proposed

Proposal for onsite work; **Option 1A** : Provide all components for a new replacement duplex control panel details to follow. 230/3/60 10 HP Nema Type 4 Enclosure, Full Inner Door, Panel Drip Shield, Panel Mounting Legs, Pump and Control Breakers, Manual Transfer Switch, Voltage Power Monitor, Control Circuit Transformer, 120 VAC GFI Receptacle, Motor Starters with Overloads, Pump Counters, Pump Selector Switch, H-O-A'S and Run Lights, Duplex Alternation, Seal Fail and High Temp, Running Time Meters, Intrinsically Safe Level Relays, Condensation Heater, High Level with Horn and Flash **Option 1B**: Adder for stainless enclosure **Option 2**: Provide installation of the new replacement control panel. **Option 3**: Provide all components for the Omni XR50. **Option 4**: Provide the installation of Omni XR50. **Option 5**: Wireless service to be billed direct from Omnisite.

- 2.) If Siewert Equipment Company determines that additional parts/labor are required that were not included in this initial quote, you will be notified before we proceed.
- 3.) Public Works proposals are in accordance with Article 8, Section 220 of the New York State Labor Law.
- 4.) Payment terms are Net 30 days. This proposal is valid for 60 days and subject to attached terms and conditions.

Exclusions

1.) Any work not specifically described above.

| | | |
|--|-----------------------|---|
| OPTION 1A: ~ Repair lead time: | \$7,416 | Control Panel 4-5 Weeks |
| OPTION 1B: ~ Repair lead time: | \$2,933 | Control Panel Stainless Adder 4-5 Weeks |
| OPTION 2: ~ Repair lead time: | \$2,321 | Control Panel Installation 2-3 Weeks |
| OPTION 3: ~ Repair lead time: | \$1,880 | Omni XR50 2-3 Weeks |
| OPTION 4: ~ Repair lead time: | \$625 | Omni XR50 Installation 2-3 Weeks |
| OPTION 5: ~ Repair lead time: | \$276 per year | Omni XR50 Wireless Service 2-3 Weeks |

**** PLEASE INDICATE ACTION(S) REQUIRED BY CHECKING ASSOCIATED BOXES AND SIGNING BELOW ****

Please proceed with option 1A:
 Please proceed with option 1B:
 Please proceed with option 2:
 Please proceed with option 3:
 Please proceed with option 4:
 Please proceed with option 5:

This proposal is hereby accepted and Siewert Equipment is authorized to proceed with the work; subject, to credit approval.

Tax Exempt: Yes No * If yes, fax/email a copy of tax exempt certificate.

NYS publically funded work requiring specific wage rates & certified payroll? Yes No

If yes, provide written requirements in advance. Where applicable, quoted price of work will be adjusted accordingly.

Purchase Order Number:

Credit Card: (✓ one) MasterCard Visa American Express

Card # Expiration Security Code

Jeff Mechetti
Village of Fairport

Siewert Equipment Co. Inc.

Shawn Martindale

Signature: _____
Name: _____
Title: _____
Date: _____

Signature: _____
Name: **Shawn Martindale**
Title: **Service Coordinator**
Date: **8/4/2016**



TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions

- 1. SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Plastering, patching, and painting are excluded. "In-line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required there under to be furnished by Siewert Equipment shall be distributed and installed by others under Siewert Equipment's supervision but at no additional cost to Siewert Equipment. Purchaser agrees to provide Siewert Equipment with required field utilities (electricity, toilers, drinking water, project hoist, elevator service, etc.) without charge. Siewert Equipment agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge Siewert Equipment for any costs or expenses without Siewert Equipment's written consent. Unless specifically noted in the statement of the scope of work or services undertaken by Siewert Equipment under this agreement, Siewert Equipment's obligations under this agreement expressly exclude any work of service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment Hazards or dangerous substances, to include but not be limited to asbestos or PCB's, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by Siewert Equipment shall not operate to compel Siewert Equipment to perform any work relating to Hazards without Siewert Equipment's express written consent.
- 2. INVOICING & PAYMENTS.** Siewert Equipment may invoice Purchaser monthly for all materials delivered to the job site or to an off site storage facility and for all work performed on - site and off - site. Purchaser shall pay Siewert Equipment at the time purchaser signs this agreement an advance payment equal to 10% of the contract price, which advance payment shall be credited against the final payment (but not any progress payment) due there under and purchaser agrees to pay Siewert Equipment additional amounts invoiced upon receipt of the invoice. Waivers of lien will be furnished upon request, as the work progresses, to the extent payments are received. If Siewert Equipment's invoice is not paid within 30 days of its issuance, it is delinquent.
- 3. MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of Siewert Equipment, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, Siewert Equipment shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials of equipment permanently unavailable and the cost of a reasonably available substitute therefor.
- 4. WARRANTY.** Siewert Equipment warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of 90 DAYS from delivery of said equipment, or if installed by Siewert Equipment, for a period of 90 DAYS from installation. Siewert Equipment warrants that for equipment furnished and/or installed but not manufactured by Siewert Equipment, Siewert Equipment will extend the same warranty terms and conditions which Siewert Equipment receives from the manufacturer of said equipment. For equipment installed by Siewert Equipment, if Purchaser provides written notice to Siewert Equipment of any such defect within thirty (30) days after the appearance of discovery of such defect, Siewert Equipment shall, at its option, repair or replace the defective equipment. For equipment not installed by Siewert Equipment, if purchaser returns the defective equipment to Siewert Equipment within thirty (30) days after appearance or discovery of such defect, Siewert Equipment shall, at its option, repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by Siewert Equipment shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.
- 5. LIABILITY.** Siewert Equipment shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
- 6. VIDEO & AUDIO RECORDING.** Video and Audio recording of any service, warranty or other work performed by Siewert Equipment is strictly prohibited.
- 7. CONFIDENTIALITY.** The parties anticipate that the Purchaser may learn Confidential Information of Siewert Equipment as a consequence of the performance by Siewert Equipment of service or warranty work on behalf of the Purchaser. Confidential Information means all information that Siewert Equipment discloses to the Purchaser during the course of the performance by Siewert Equipment of service or warranty work on behalf of the Purchaser. Confidential Information includes, without limitation, specifications, methods, processes, drawings, schematics, know-how, notes, models, reports, and samples. Confidential Information may be in written, graphic, oral, visual or other tangible or intangible forms. The Purchaser agrees, on behalf of itself, its agents, employees, parents, subsidiaries, officers, directors, and all other persons acting on or for its behalf that they will not (a) use any of Siewert Equipment's Confidential Information for any purpose other than as necessary for the performance by Siewert Equipment of service or warranty work on behalf of the Purchaser; and (b) disclose any Confidential Information, either directly or indirectly, to any third party. In order to deal with the issue of the purchaser "slipping" in things that you don't like on the back of their PO, you can add this language to your contract: Any and all previous agreements, terms on the backside of a purchase order, quotation, acknowledgment or invoice, or understandings which are inconsistent with any of the various terms and conditions herein set forth are hereby canceled and rendered null and void to the extent of such conflict and/or inconsistency. The invalidity in whole or in part of any other provision hereof shall not affect the validity of any other provision.
- 8. TAXES.** The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. Purchaser shall pay, in addition to the stated price, all taxes not legally required to be paid by Siewert Equipment or, alternatively, shall provide Siewert Equipment with acceptable tax exemption certificates. Siewert Equipment shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
- 9. DELAYS.** Siewert Equipment shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond SECO's control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner, or other Contractors or delays caused by suppliers or subcontractors of Siewert Equipment, etc.
- 10. COMPLIANCE WITH LAWS.** Siewert Equipment shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.
- 11. DISPUTES.** All disputes involving more than \$15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.
- 12. INSURANCE.** Insurance coverage in excess of Siewert Equipment's standard limits will be furnished when requested and required. No credit will be given or premium paid by Siewert Equipment for insurance afforded by others.
- 13. INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the Indemnifying Party.
- 14. OCCUPATIONAL SAFETY AND HEALTH.** The parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.
- 15. ENTIRE AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.
- 16. CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon Siewert Equipment unless accepted by Siewert Equipment in writing.



Siewert Certified Service 2016 Labor Rates



POWERED BY:
Siewert Certified Service

1. SE
2. INV
3. MA
4. WA
5. LIA
6. VI
7. CO
8. TA
9. DE
10. CE
11. DI
12. IN
13. IN
14. OI
15. EF
16. CE

| HOURLY RATES | Straight Time | Overtime | Holidays & Sundays |
|------------------------|---------------|----------|--------------------|
| Shop Repair Labor | \$110.00 | \$165.00 | \$220.00 |
| Field Service Labor | \$110.00 | \$165.00 | \$220.00 |
| Public Works Projects* | \$140.00 | \$185.00 | \$240.00 |
| Vibration Specialist** | \$150.00 | \$190.00 | N/A |
| Reliability Engineer** | \$175.00 | \$225.00 | N/A |

Terms & Definitions

- **Straight Time:** Business hours of 7:00 a.m. to 4:00 p.m., Monday through Friday.
- **Travel Time:** Travel time is billed as service labor and Vehicle Charge is \$1.25 per mile (portal to portal).
- **After Hours Service:** Overtime rate applies. Minimum 4-hour billing.
- **Emergency Service:** A charge of \$175 applies to same-day and next-day service.
- **Overnight Travel:** A per diem allowance of \$240 per technician will be charged for overnights.
- **Material:** Material will be billed at the manufacturer's current list pricing.
- **Specialty Tools & Services:** Charges apply as follows:

| | | | |
|---------------------------|-----------------------|------------------------|----------------------------|
| Oil/Waste Disposal: | \$30 per pump/machine | Flatbed Truck & Crane: | \$225 per trip |
| Oil Analysis: | \$75 per pump/machine | Portable Gantry Crane: | \$205 per trip |
| Laser Alignment: | \$205 per pump | Roto-Jet Service: | \$205 per pump |
| Vibration Equipment: | \$205 per day | E/One Loaner Pump: | \$25 per day |
| Confined Space Equipment: | \$205 per station | Shop Storage: | \$10 per day after 30 days |
- **Repair Warranty:** 90-day warranty on materials and workmanship.
- ***Public Works Projects:** Prevailing Wage rates apply to all on-site Public Works Projects, in accordance with Article 8, Section 220 of the New York State Labor Law.
- ****Reliability Engineering and Vibrations Services** include an electronic report of findings, quantitative analysis, and recommendations.

Rev. 12/14/15

Call 800-333-0598
or visit SiewertEquipment.com



SERVICE CENTERS:

| | |
|---|---|
| ROCHESTER 175 Akron Street Rochester, NY 14609 P: (585) 482-9640 F: (585) 482-4149 | ALBANY 244 First Street Troy, NY 12180 P: (518) 272-3431 F: (518) 272-4406 |
|---|---|

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Email: sales@calkinstech.com

Web: www.calkinstech.com

QUOTE #050615-SM1

May 6th, 2015

PREPARED FOR:

Jeff Mechetti
Village of Fairport

PREPARED BY:

Steven Mott

Subject: Duplex Pump Station Control Panel

Jeff,

Thank you for the opportunity and we are pleased to submit this proposal to provide a duplex pump station control panel. Our project scope includes development of control schematics, and panel fabrication.

SCOPE OF WORK

1. Provide control panel engineering. Drawings shall include all field devices, panel components, and dimensioned panel layout.
2. Onsite installation assistance
3. Fabricate (1) custom control panel complete with all internal control wiring and devices. Panel shall be designed based on a customer supplied 240V, 3-phase electrical service. Panel specifics shall be as follows:

Enclosure Features:

- a. Nema 4X, 14 Gauge, 304 Stainless Steel.
- b. 12" 304 Stainless Steel legs.
- c. Padlocking provisions.
- d. Full size swing-out inner door for mounting of control and monitoring devices.
- e. Anti-Condensation heater.

Power Distribution:

- a. 100A Main Circuit with inner door locking handle.
- b. 100A Manual transfer switch for utility/generator selection.
- c. Side mount watertight 100A pin & sleeve generator inlet.
- d. Individual circuit breaker motor protection with inner door locking handles.
- e. Square D 8536 series Nema motor starters with Motor Logic overloads.
- f. Current Transformer motor status monitoring.
- g. Control power transformer with primary fuse protection & secondary circuit breaker.



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Email: sales@calkinstech.com
Web: www.calkinstech.com

Control & Monitoring:

- a. (3) Float Lead/Lag pump control configuration.
- b. (1) High Level float alarm input.
- c. (4) Float override switches for maintenance and testing.
- d. Intrinsically safe relays for float switches.
- e. Hand-Off-Auto Pump selector switches.
- f. Automatic pump alternation with service mode override.
- g. Pump Run indication.
- h. Elapsed Time meters with manual reset.
- i. Motor overload indication.
- j. Seal Failure indication with reset.
- k. Motor over-temperature indication.

Alarm Options:

- a. Exterior Strobe Light with acknowledge, Red.
- b. Exterior Audible with silence.
- c. (4) Channel cellular alarm dialer with exterior antenna.
- d. Auxiliary alarm contacts wired to terminal strip.
3. Shop functional testing.
4. Control panel shall be listed and labeled under Calkins Technical Products file number E314343.
5. Freight charges for panel delivery to end customer. Based on local delivery to sites within Monroe and surrounding counties.

Total Fee ----- \$29,000.00

Price includes ½ Day onsite installation of panel to the pump station. *Disconnect of electrical and lock out must be provided by Fairport*****

ITEMS NOT INCLUDED

1. Instrumentation and Field mounted devices.
2. Pump monitoring Relays.
3. Control and power wiring terminations on site.
4. Uninstalled spare parts.
5. Cellular contract.



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Email: sales@calkinstech.com

Web: www.calkinstech.com

DURATION OF PROPOSAL

This proposal will be valid for thirty (30) days, after which, scheduling and cost implications will need to be evaluated.

- 20% of total purchase price is due upon acceptance of Proposal
- 30% of total purchase price is due upon submittal acceptance.
- 50% of total purchase price is due upon shipment of Goods.

We appreciate this opportunity to work with you on this project and look forward to its success.

Regards,

Steven Mott
Technical Sales Engineer
Cell: 585-690-6728
Email: smott@calkinstech.com

Jeff Mechetti
DPW FOREMAN



VILLAGE OF FAIRPORT

31 S. Main Street, Fairport, NY 14450
Office: (585) 421-3120
Email: jdm@fairportny.com

To: Paul Feeley

Cc:

Date: 8/5/2016

Re: Winding Brook lift station

I was unable to obtain a third price in regards to having a new panel box built and installed at this lift station.

I did contact a third company, Xylem Inc. at 600 Mile Crossing Blvd. in Rochester. I made 3 requests for them to come out and meet with us to discuss this panel box and give us a price for replacement. This request was never acted upon. This is the same company we contacted for help when we had a lift station emergency and they didn't respond to our "help" request for 3 days.

In the Siewert quote (Option 5) there is a \$276.00 figure. This is a figure from Omni for their wireless monitoring service for 1 year. This will be an annual fee we will have to pay to keep their monitoring service.

Also in the Siewert quote. (Option 1B) there is a \$2933.00 figure. Add this to option 1A should we decide to purchase a stainless steel enclosure in lieu of a steel painted enclosure. Stainless would make it close to maintenance free.

**Winding Brook Pump Station Duplex
Control Panel Replacement Agreement**

Between
The Village of Fairport
And
Siewert Equipment

THIS AGREEMENT made effective the _____ day of October, 2016, by and between the **VILLAGE OF FAIRPORT**, a municipal corporation organized and existing under and by virtue of the Laws of the State of New York and being one of its political subdivisions, having its principal place of business at 31 South Main Street, Fairport, New York, 14450, Monroe County, New York, hereinafter called "**Village**", and **SIEWERT EQUIPMENT**, a corporation having offices at 175 Akron Street, Rochester, New York, 14609 hereinafter called "**Contractor**."

WITNESSETH:

WHEREAS, the Village owns and maintains the Winding Brook Pump Station; and

WHEREAS, the Village has determined the duplex control panel requires upgrading and replacement; and

WHEREAS, Contractor provides these services; and

WHEREAS, the parties are desirous of entering into a contract for said purposes.

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

1. SCOPE OF WORK.

a. Scope of work is contained in the Scope of Services, which is attached hereto as **Appendix "A"** and incorporated as if fully set forth herein.

b. The work shall commence not later than the 31st day of October, 2016 and shall progress with due diligence and in the order and manner in which the Village through its Department Head may reasonably require. Work to be completed on or before the 4th day of November, 2016.

c. It is understood and agreed between the parties hereto that no claim for damages or extra work shall be made in connection with this work except such as may be ordered in writing by the Department Head of the Village with the approval, by resolution or motion of the Fairport Village Board and further evidenced by the execution of a supplemental agreement between the Village and the Contractor.

d. It is further understood and agreed that title to all materials delivered upon the work paid for or partly paid for by the Village shall vest in and become the property of the Village.

e. The Village has a second pump station, the Olde Orchard Pump Station that may be replaced as part of this agreement if funding for this improvement is approved for the 2017-2018 budget and both the Village and Contractor agree on a price. The maximum price increase for said improvement shall not exceed three percent of the Winding Brook Pump Station Duplex Control Panel Replacement cost.

2. **TERM.** The term shall be for the duration of the project and may be extended for the completion of another pump station duplex control panel replacement within twelve months of the completion of the Winding Brook Pump Station Duplex Control Panel Replacement.
3. **CONSIDERATION.** Consideration shall not exceed \$16,000 per pump station.

Before payment is made by or on behalf of the Village of any sum or sums due on account of this contract, the Village shall require the Contractor and each and every subcontractor doing work contemplated by the terms of this contract to file a statement in writing, in a form satisfactory to the Village, certifying to the amounts then due and owing to the Contractor or subcontractor filing such statement to any and all laborers on account of labor performed, setting forth therein the names of the persons to whom wages are due and the amount due to each respectively, which statement shall be verified by the oath of the Contractor or subcontractor as the case may be.

4. **INSURANCE.** Contractor agrees to maintain insurance as specified by attached **Appendix "B"** and shall provide the Fairport Clerk/Treasurer with a certificate of insurance naming the Village of Fairport as an additional insured. Self-employed persons must carry such workers' compensation coverage as directed by the Clerk/Treasurer. If Workers' Compensation Insurance is required by law and Contractor fails to provide it than this Agreement shall be void and of no effect unless the person or corporation making or performing the same shall secure compensation for the benefit of, and keep insured during the life of said contract, such employees, in compliance with the provisions of such law. The cost of obtaining any additional insurance shall be the responsibility of Contractor.

5. **COMPLIANCE WITH RULES, REGULATIONS AND LAWS.**

a. It is mutually agreed that all rules, regulations and laws pertaining hereto shall be deemed to be part of this Agreement, and anything contained herein that may be in whole or in part inconsistent therewith shall be deemed to be hereby amended and modified to comply with such legislation, rules, regulations and laws, for and during such time the same shall be in effect, but at no other time. If any provision contained herein is found now or during the life of this Agreement to be null and void, in whole or in part as a matter of law, then said clause or part hereof shall be deemed to be severed and deleted from this Agreement leaving all other clauses or parts thereof in full force and effect. It is further agreed that there shall be no gap in the coverage or applicability of said remaining clauses or parts thereof.

b. Contractor, if applicable, agrees to comply with the Federal Commercial Driver's License Drug and Alcohol Testing Program requirements set forth in 49 CFR Parts 40 and 382.

c. Every mechanic, laborer, and workman employed by the Contractor or by any subcontractor or other person about or upon the work contemplated by this contract shall be paid not less than the prevailing rate of wages as provided for by §220 of the Labor Law of the State of New York, to wit, there shall be paid to each employee engaged in work on the projects under this contract in the trade or occupation listed below not less than the hourly wage rate set opposite the occupation.

d. The Contractor shall post at conspicuous points at the site of the work, a schedule showing all determined minimum wage rates as specified in the contract to be paid for the various classes of mechanics, workmen and laborers employed on the work; and showing all authorized deductions, if any, from unpaid wages actually earned.

e. The Village may require the Contractor or any subcontractor or other person performing any work contemplated by this contract or any extra work to file with the governing board of such Village a schedule of the wages to be paid to such laborers, workmen and mechanics, and such Contractor shall, within 10 days after the receipt of written notice of such requirement, file with the Village such schedule of wages.

f. Payment to each and every laborer, workman, and mechanic employed by the Contractor, any subcontractor or other person performing any work contemplated by this contract shall be made not less often than once in every week.

g. In the hiring of employees for the performance of work under this contract, no Contractor, subcontractor or other person engaged in the performance of any work contemplated by this contract shall, by reason of race, creed, color, disability, sex or national origin, discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates. No Contractor, subcontractor, or any person on his behalf, shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, disability, sex or national origin. There may be deducted from the amount payable to the Contractor by the Village, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract. This contract may be cancelled or terminated by the Village, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or provisions of this paragraph.

h. In acceptance of this Agreement, Contractor covenants and certifies that it will comply in all respects with all Federal, State, County or other Municipal Law which pertains hereto regarding work on municipal contracts, matters of employment, length of hours, workers' compensation and human rights.

6. **GOVERNING LAW AND VENUE.**

a. The Laws of the State of New York, excluding its choice of law provisions, shall govern and control the within Agreement. The parties agree to submit themselves in any legal action or proceeding arising out of or relating to this agreement, or for the recognition and enforcement of any judgment in respect thereof, to the exclusive general jurisdiction of the Supreme Court of the State of New York, Monroe County, if in State Court, or the courts of the United States District Court, Western District of New York, if in Federal Court, and all related appellate courts. The parties agree to be subject to personal jurisdiction in and consent to service of process issued by a court in which venue is proper as defined in this paragraph.

b. It is expressly understood and agreed that upon the refusal of the Contractor or any agent or employee of the Contractor, when called before a grand jury, to testify concerning any transaction or contract had with the State of New York, any political subdivision thereof, a public authority thereof or with any public department, agency or official of the State or of any political subdivision thereof or of any public authority thereof, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant questions concerning such transaction or contract shall cause the cancellation or termination of this

contract and the Village shall be liable to the Contractor only for goods delivered or work done prior to the time of the said cancellation or termination.

7. **CONFLICT OF INTEREST.** Contractor hereby stipulates and certifies that there is no member of the Fairport Village Board or other Fairport Village Officer or Employee forbidden by law to be interested in the Agreement directly or indirectly, who will benefit therefrom or who is a party thereto.
8. **LICENSES.** Contractor hereby agrees that it will obtain, at its own expense, all licenses or permits necessary for this work, if any are necessary prior to the commencement of said work.
9. **WARRANTIES AND REPRESENTATIONS.** Contractor warrants and represents, that it is qualified by training and experience to perform the services outlined in this Agreement.
10. **CONFIDENTIAL INFORMATION.** The Contractor agrees that any information or data obtained, documents produced, or any other material received by the Contractor during the furtherance of Contractor's obligations in accordance with this Agreement will be treated by the Contractor in full confidence and will not be revealed to any other persons, firms, or organizations.
11. **INDEPENDENT CONTRACTOR STATUS.** Contractor covenants and agrees that it will conduct itself consistent with its status, said status being that of an independent contractor and that itself, its employees or agents will neither hold themselves out as, nor claim to be an officer or employee of the Village of Fairport, for such purposes as, but not limited to, Workers' Compensation coverage, Unemployment Insurance Benefits, Social Security or Retirement membership or credit.
12. **HOLD HARMLESS.** Contractor shall at all times save harmless the Village of Fairport, its officers, and its employees, together with their officers, agents, servants, and employees, from and against any and all liability, losses, claims, suits, causes of action, costs, expenses, damages or judgments or for the defense or payment thereof, based on any claim, action or cause of action whatsoever, including any action for libel, slander, or personal injury, or any affiliated claims, by reason of any act or failure to properly act on the part of Contractor or its agents, officers, employees and/or sub-contractors and in particular as may arise from Contractor's performance under this contract, except those arising out of any willful misconduct or grossly negligent act of Village.
13. **NOTICE OF INJURY.** In the event that Contractor's employee, agent, or sub-contractor is injured or causes injury or damage while in performance of services under this Agreement then Contractor shall cause written notice to be served upon the Fairport Village Attorney at 31 South Main Street, Fairport, New York 14450 within twenty-four hours of any such injury or damage.
14. **AUDIT.** Contractor shall take such action, if applicable and as necessary and appropriate, to comply with Federal Circular A-128 or Circular A-133 relative to Single Audit of Federal Financial Assistance. In any event, Contractor shall provide the Village with appropriate documentation should the Village wish to conduct an audit relative to the expenditure of the funds pursuant to this agreement.
15. **EXAMINATION OF BUDGET AND APPROPRIATION OF FUNDS.** It is expressly understood by and between the parties that any and all payments made pursuant to the within contract may not be in an amount in excess of the sum appropriated therefore in the Budget. Contractor specifically acknowledges its responsibility to examine the Budget to assure itself that

the within contract price complies with the amount appropriated therefore. Should the contract price exceed the amount appropriated for the object purpose of the contract, the within contract shall be unenforceable, unless approved by a majority of a roll call vote of the Fairport Village Council. The contract shall be deemed executory only to the extent of money available to the Village of Fairport for the performance of the terms hereof and the Village of Fairport shall incur no liability, beyond monies available, for the purpose thereof.

The preceding clause shall not apply to contracts for provision of services where the State of New York or the U.S. Government mandates the payment and/or amount thereof. In that event, the Department Head represents that there is a funding source sufficient to pay for services provided pursuant to the contract.

In accordance with State Finance Law, the Village shall have no liability under this Agreement to Contractor or to anyone else beyond funds appropriated and available for this contract.

16. **TAXES.** The Village shall not be responsible for payment of any state or federal taxes, which may be incurred by Contractor, pursuant to this Agreement.
17. **TERMINATION.**
 - a.) The Village may terminate this Agreement at any time with 30 days advance written notice if the Village determines that Contractor is unable or unwilling to provide the services described in this Agreement or the Contractor fails to immediately correct any problems after notification of such problem from the Village.
 - b.) The Village may terminate this Agreement immediately upon written notice in the event of bankruptcy, insolvency, or any other financial condition creating reasonable doubt as to Contractor's ability to perform hereunder.
 - c.) Upon written notice of termination from the Village, the Contractor shall immediately cease all work under this Agreement and remit all outstanding funds, if any, due to the Village.
 - d.) No such termination shall affect or discharge any obligations of either party, which arose prior to the effective date of termination with respect to warranties, indemnification, monies owed or confidential information.
18. **CONFLICT OF TERMS.** In the event that a conflict exists between the terms and conditions of this Agreement and any exhibits, appendices, or attachments hereto, that are proposed by Contractor, the terms and conditions of this Agreement shall control, unless such conflicting or additional terms are accepted in a writing making reference to this Agreement and signed by the Village. Performance of the Scope of Work pursuant to this Agreement shall be deemed to be unqualified acceptance of the terms and conditions contained herein.
19. **COUNTERPARTS.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
20. **ASSIGNABILITY.** This contract may not be assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the Village of Fairport.
21. **AMENDMENTS.** This Agreement may be amended, modified or extended only by written instrument duly authorized and executed by the parties with the same formality as this Agreement.

22. **WAIVER.** The failure of the Village to insist, in any one or more instances, upon the full performance of any of the terms and conditions of this Agreement, or to exercise any rights it may have hereunder, shall not be construed as a waiver of any legal rights it may have with respect to such nonperformance, or be construed as the Village's condoning of further nonperformance of such terms or conditions.
23. **NOTICES.** Any notice or consent required or permitted to be given pursuant to this Agreement shall be given to the respective parties in writing, by ordinary, first class mail or otherwise delivered to the addresses listed above, or any other addresses the parties may from time to time designate. Notices and consents, which are sent by mail, shall be deemed received by the other party five (5) days following their deposit in the U.S. Mail. Contractor agrees to accept service of process at the address listed above in any action brought by the Village pursuant to this Agreement.
24. **HEADINGS.** Titles, captions, or headings to any provision, article, etc. shall not limit the full contents of the same. Each article has the same full force and effect as if no title existed.
25. **MERGER CLAUSE.**
- a. The parties agree the foregoing and the attached exhibits constitute the entire Agreement between the parties and shall supersede any verbal statements or other writings, except an amendment, mutually agreed upon between the parties and in writing, and designated as an amendment to this Agreement, shall supersede or vary the positions herein.
- b. Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to have been inserted herein, and if through mistake or otherwise, such provision is not inserted, then upon the application of either party, this contract shall be amended forthwith to make such insertion.
26. **AUTHORIZATION.** Each party asserts and acknowledges that the signatory indicated below is authorized and empowered to execute this Agreement on behalf of that party. Contractor acknowledges that this Agreement has no force and affect unless approved by the Fairport Village Council.
27. **PIGGY-BACK.** Pursuant to NYS General Municipal Law §103(16) the Village of Fairport certifies that this contract was awarded in compliance with the competitive bidding requirements of the State of New York for a competitive bids and agrees that the terms and conditions of such contract are available for use by other government entities and authorized Purchasers provided that Purchaser enters into a separate independent contract with Contractor and in said contract Purchaser accepts sole responsibility for any payment due the Vendor for services/material rendered to that Purchaser. However, it is understood that the extension of such contracts are entirely at the discretion of the Contractor and the Contractor is only bound to any contracts between the Village of Fairport and the Contractor. This proposal in part or in whole shall become the basis of the awarded contract and must meet all applicable standards as set forth under NYS General Municipal Law, New York State Finance Law and or local resolutions or updated versions thereof. Extension of contract terms to another entity is strictly between the Contractor and participating entities and the Village of Fairport shall be held harmless from any such activity. The Village of Fairport reserves the right to be informed of any such activity without obligation, written or implied.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

VILLAGE OF FAIRPORT

Dated: _____ BY: _____

Frederick H. May
Village Mayor

CONTRACTOR

Dated: _____ BY: _____

Siewert Equipment

STATE OF NEW YORK)

SS:

COUNTY OF _____)

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for said State, **FREDERICK H. MAY**, personally known to me or proved 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/she executed the same in his/her capacity, and that by his/her 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)

SS:

COUNTY OF _____)

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

Winding Brook Pump Station Duplex Control Panel Replacement

Appendix A – Scope of Services



Service Proposal

Service Department
Buffalo | Rochester | Albany

Voice: 585-224-7932
Fax: 585-224-7968

Date: August 4, 2016
Make/Model: Control Panel

Serial #: 230/3/60 10-15 HP Nema Type 4
Proposal #: 81611
PO #:

To: Village of Fairport
31 South Main Street
Fairport, New York 14450
Attn: Jeff Mechetti
Job: Control Panel Option Proposal

Work/Solution Proposed

Proposal for onsite work; **Option 1A** : Provide all components for a new replacement duplex control panel details to follow. 230/3/60 10 HP Nema Type 4 Enclosure, Full Inner Door, Panel Drip Shield, Panel Mounting Legs, Pump and Control Breakers, Manual Transfer Switch, Voltage Power Monitor, Control Circuit Transformer, 120 VAC GFI Receptacle, Motor Starters with Overloads, Pump Counters, Pump Selector Switch, H-O-A'S and Run Lights, Duplex Alternation, Seal Fail and High Temp, Running Time Meters, Intrinsically Safe Level Relays, Condensation Heater, High Level with Horn and Flash **Option 1B**: Adder for stainless enclosure **Option 2**: Provide installation of the new replacement control panel. **Option 3**: Provide all components for the Omni XR50. **Option 4**: Provide the installation of Omni XR50. **Option 5**: Wireless service to be billed direct from Omnisite.

2.) If Siewert Equipment Company determines that additional parts/labor are required that were not included in this initial quote, you will be notified before we proceed.
3.) Public Works proposals are in accordance with Article 8, Section 220 of the New York State Labor Law.
4.) Payment terms are Net 30 days. This proposal is valid for 60 days and subject to attached terms and conditions.

Exclusions

1.) Any work not specifically described above.

| | | |
|---------------------|-----------------------|-------------------------------|
| OPTION 1A: | \$7,416 | Control Panel |
| ~ Repair lead time: | | 4-5 Weeks |
| OPTION 1B: | \$2,933 | Control Panel Stainless Adder |
| ~ Repair lead time: | | 4-5 Weeks |
| OPTION 2: | \$2,321 | Control Panel Installation |
| ~ Repair lead time: | | 2-3 Weeks |
| OPTION 3: | \$1,880 | Omni XR50 |
| ~ Repair lead time: | | 2-3 Weeks |
| OPTION 4: | \$625 | Omni XR50 Installation |
| ~ Repair lead time: | | 2-3 Weeks |
| OPTION 5: | \$276 per year | Omni XR50 Wireless Service |
| ~ Repair lead time: | | 2-3 Weeks |

** PLEASE INDICATE ACTION(S) REQUIRED BY CHECKING ASSOCIATED BOXES AND SIGNING BELOW **

Please proceed with option 1A:
 Please proceed with option 1B:
 Please proceed with option 2:
 Please proceed with option 3:
 Please proceed with option 4:
 Please proceed with option 5:

This proposal is hereby accepted and Siewert Equipment is authorized to proceed with the work; subject, to credit approval.

Tax Exempt: Yes No * If yes, fax/email a copy of tax exempt certificate.

NYS publically funded work requiring specific wage rates & certified payroll? Yes No

If yes, provide written requirements in advance. Where applicable, quoted price of work will be adjusted accordingly.

Purchase Order Number:

Credit Card: (√ one) MasterCard Visa American Express

Card # **Expiration** **Security Code**

Jeff Mechetti
Village of Fairport

Siewert Equipment Co. Inc.

Signature:

Shawn Martindale

Signature:

Name: _____

Name: **Shawn Martindale**

Title: _____

Title: Service Coordinator

Date: _____

Date: 8/4/2016

VILLAGE OF FAIRPORT STANDARD INSURANCE REQUIREMENTS

Prior to commencement of work, delivery of services, acquisition of merchandise or equipment a Certificate of Insurance and a policy endorsement covering items A, B & C must be delivered to the Village Department responsible for the agreement and to the Village Clerk/Treasurer. A Certificate of Insurance may be used to show coverage only.

ITEMS:

- A. The Village of Fairport, 31 South Main Street, Fairport, N.Y., 14450 shall be named as an additional insured (for the purposes of coverage but not the payment of premium).
- B. **ACKNOWLEDGEMENT:** The insurance companies providing coverage acknowledge that the named insured is entering into a contract with the Village of Fairport in which the named insured agrees to defend, hold harmless, and indemnify the Village, its officials, employees and agents against all claims resulting from work performed, material handled and services rendered. The contractual liability coverage evidenced will cover the liability assumed under the Village-Contractor agreement.
- C. Prior to non-renewal, cancellation or a change of converge on this policy, at least twenty (20) days advance written notice shall be given to Village Clerk/Treasurer at Village Hall, 31 South Main Street, Fairport, N.Y., 14450

MINIMUM COVERAGES AND LIMITS ARE

Workers' Compensation Coverage will be required for anyone doing any kind of work for the Village of Fairport. This includes self-employed individuals. The Village Clerk/Treasurer may waive this requirement.

| TYPE OF CONTRACT | COVERAGES REQUIRED | LIMITS REQUIRED |
|--|---|---------------------|
| PROFESSIONAL SERVICES | PROFESSIONAL LIABILITY | MINIMUM \$1,000,000 |
| | AUTO LIABILITY TO INCLUDE: OWNED, HIRED & NON OWNED | MINIMUM \$1,000,000 |
| | WORKERS COMPENSATION | STATUTORY |
| | EMPLOYERS LIABILITY | STATUTORY |
| | DISABILITY BENEFITS | STATUTORY |
| CONSTRUCTION & MAINTENANCE | COMPREHENSIVE GENERAL LIABILITY TO INCLUDE: PREMISES & OPERATIONS, PRODUCTS & COMPLETED OPERATIONS, INDEPENDENT CONTRACTOR, CONTRACTUAL, BROAD FORM PROPERTY DAMAGE, (XCU HAZARDS) | MINIMUM \$1,000,000 |
| | AUTO LIABILITY TO INCLUDE: OWNED, HIRED, & NON OWNED | MINIMUM \$1,000,000 |
| | WORKERS' COMPENSATION | STATUTORY |
| | EMPLOYERS LIABILITY | STATUTORY |
| | DISABILITY BENEFITS | STATUTORY |
| ACQUISITION OF SUPPLIES OR EQUIPMENT | COMPREHENSIVE GENERAL LIABILITY TO INCLUDE: PRODUCTS & COMPLETED OPERATIONS, CONTRACTUAL, BROAD FORM PROPERTY | MINIMUM \$1,000,000 |
| | WORKERS' COMPENSATION | STATUTORY |
| | EMPLOYERS LIABILITY | STATUTORY |
| | DISABILITY BENEFITS | STATUTORY |
| CITY PROPERTY USED BY OTHERS | COMPREHENSIVE GENERAL LIABILITY TO INCLUDE: PREMISES & OPERATIONS, PRODUCTS & COMPLETED OPERATIONS, INDEPENDENT CONTRACTOR, CONTRACTUAL, PERSONAL INJURY, LIQUOR LEGAL LIABILITY | MINIMUM \$1,000,000 |
| | AUTO LIABILITY TO INCLUDE: OWNED, HIRED, & NON OWNED | MINIMUM \$1,000,000 |
| | WORKERS' COMPENSATION | STATUTORY |
| | EMPLOYERS LIABILITY | STATUTORY |
| | DISABILITY BENEFITS | STATUTORY |
| CONCESSIONAIRE SERVICES LIVERY SERVICES MUNICIPAL AGREEMENTS | COMPREHENSIVE GENERAL LIABILITY TO INCLUDE: PREMISES & OPERATIONS, PRODUCTS & COMPLETED OPERATIONS, INDEPENDENT CONTRACTOR, CONTRACTUAL, PERSONAL INJURY, LIQUOR | MINIMUM \$1,000,000 |
| | AUTO LIABILITY TO INCLUDE: OWNED, HIRED, & NON OWNED | MINIMUM \$1,000,000 |
| | WORKERS' COMPENSATION | STATUTORY |
| | EMPLOYERS LIABILITY | STATUTORY |
| | DISABILITY BENEFITS | STATUTORY |

Bid specifications, particular contracts, leases or agreements may require increased limits and or additional coverage's. If there are questions, please contact the Village Clerk/Treasurer at 585-421-3202.

Paul Feeley
SUPERINTENDENT OF
PUBLIC WORKS



31 S. Main Street, Fairport, NY 14450
Office: (585) 421-3119
Email: pf@fairportny.com

To: Bryan White

From: Paul Feeley, Superintendent of Public Works

Date: September 29, 2016

Re: Main Street Sewer Repairs

The cause of the recent sewage overflow into Thomas Creek has been determined to be the deterioration of a patch in an old overflow line in the north sanitary syphon manhole. Due to the blockage of both syphons, sewage backed up and was able to exit the structure through this patch and enter the old overflow line. This overflow line itself is broken, collapsed, and - abandoned, which forced sewage to leave that line and make its way through the ground to a break in the side of a 27 inch concrete storm sewer main, which in turn emptied into Thomas Creek.

Upon clearing blockages in the two syphons, the sewage overflow ceased. The primary syphon, or the lower of the two syphon lines, still had some type of debris in it which was restricting its flow. After several days of checking and flushing this syphon, crews were able to remove a stick at least six inches long by an inch wide with string wrapped around it. The string was also loose and was collecting disposable wipes and other debris which was causing the restricted flow. When the piece of wood, string, and entangled debris was removed, the quantity was enough to fill a five gallon bucket $\frac{3}{4}$ full. Since the debris was removed, flow of the primary syphon has returned to full capacity and there have been no additional overflows or blockages.

The required repairs consist of four components.

1. Repair the patch in the north syphon manhole with a permanent patch.
2. Permanently abandon the old overflow pipe from the north syphon manhole.
3. Replace between 40 and 80 feet of 27 inch concrete storm main that includes the broken section of pipe and sections of pipe that exhibit damage from water scouring the base of the pipe.
4. Restoration of disturbed areas including backfilling of any voids created by water infiltration to and from the existing storm sewer and sanitary overflow pipes.

This scope of work is significant and a contractor, Villager Construction, has been brought in to look at potentially performing this work under a Monroe County Sewer Repair Contract. Villager is in the process of preparing an estimate for the work which we should have by next Monday at the latest. A ballpark number provided to us without performing a detailed estimate put the work at \$60,000. This is worst case and will change based on quantities replaced and actual conditions encountered.

My recommendation is to have Villager Construction proceed with the work due to the scope of work, time of year, the ability to complete the work in a timely manner and the unknown conditions that could be encountered.

Villager Construction is available to start this work at any time following procurement of materials and obtaining necessary permits from the NYSDOT. We have tentatively set a target start date for the week of October 10th. While repairs are underway, southbound traffic on Main Street will be detoured around High Street to Turk Hill Road and East Church Street. Northbound traffic will not be impacted outside of some added waits to clear southbound traffic onto High Street. As soon as feasible, southbound traffic will be restored through the use of lane shifts until all repairs are completed, although there will be intermittent detours reestablished as required to complete the entire restoration process.

We are in the process of obtaining permits from NYSDOT for this work and just received approval of our traffic plan today. Once it is determined who will complete the work, a permit will be obtained for the repairs along with any conditions that may be attached to the permit. NYSDOT has put our job at the top of their permit list and have ensured us that there will be an extremely quick turnaround time.

NYSDOT has informed us that the Village is required to maintain the storm sewer facilities even though it primarily serves a state road because under NYS Highway Law the state is only required to maintain storm sewer facilities that the state has improved after 1971. We inquired with NYSDOT about who would be responsible for the storm sewer repairs and they have walked away from any responsibility.

As part of this investigation, it was also determined that a catch basin located between 62 and 68 N. Main Street in the sidewalk area of a driveway was severely undermined and presented an immediate hazard. This area has been barricaded since last Friday. It has been determined that an outlet pipe to Thomas Creek had failed allowing the creek to surcharge into the opening during high water events and undermined the affected structure.

This scope of work will include excavation of the area, placement of a new catch basin, installation of a new outlet pipe to the creek, backfilling of all voids, and restoration of all disturbed areas. This work is scheduled to commence on Tuesday, October 4th and expected to take at least a week until completion.



3414-TRUCK COMMITTEE

DATE: October 5, 2016

COMMITTEE MEMBER RESUMES

Pete Kenney
Past Chief
45 years of service
Member of 4 previous truck committees

Mike Kenney
Assistant Chief
35 years of service
Member of 3 previous truck committees

Mike Gropp
Past Chief
20 years of service
Member of 1 previous truck committee

Jay Dewitt
Chief
15 years of service
Member of 1 previous truck committee

Ryan Kenney
Captain
8 years of service

Brad Moreland
Committee Chairperson
Lieutenant
8 years of service

Joe Thomas
Firefighter
3 years of service



3414-TRUCK COMMITTEE

DATE: October 5, 2016

COMMITTEE GOALS

- **MAINTAIN CONSISTENCY WITH ENGINES 3425 & 3413**
 - Familiarity with layout
 - Equipment deployment time

- **LARGER CAB SIZE**
 - Members caring more equipment in their turnout gear
 - Required safety measures add bulk

- **LOWER HOSE BED**
 - Safety/Ergonomics
 - Hose deployment time



3414-TRUCK COMMITTEE

DATE: October 5, 2016

COMMITTEE TIME LINE

- February Truck committee established
- February 23 Committee members visited Hilton FD to tour their recently purchased Sutphen engine
- March 7 **Committee Kick-Off meeting;** Discussed new engine 3414 specifications
- March 10 **Committee meeting;** Discussed truck selection/delivery schedule and method
- March 16 Committee members visited East Rochester FD to tour their recently purchased Pierce engine and Penfield FD recently purchased Pierce engine
- March 30 Committee members visited Bushnell's Basin FD to tour their recently purchased 4 Guys engine and Victor FD recently purchased Seagrave engine
- April 4 Committee members did a side by side comparison of 3425(Pierce) and 3413(Spartan)
- April 14 Committee members met with John Alfieri of Churchville Fire Equipment (Pierce)
- April 25 Committee members met with Allen Smith of Colden Enterprises (Spartan ERV)
- May 5 Committee members met with Tim Norris of Herb Fire Equipment (Sutphen)
- May 20 Committee members attended the Lancaster's County Firemen's Association Fire Expo in Harrisburg, PA
- May 26 **Committee meeting;** Shared notes from Fire Expo, reviewed truck selection/delivery schedule and method
- June 6 Penfield brought over their recently purchased Pierce to Fairport FD so Department members could tour, made presentation of committee progress to Department members at Department Meeting
- June 17 Committee members attended New York State Association of Fire Chiefs Expo
- June 20 Committee members visited Hilton FD to tour their recently purchased Sutphen engine
- July 7 **Committee meeting;** Reviewed engine drawings, reviewed side by side of specifications for 3413, 3425
- July 19 Committee members met with John Alfieri of Churchville Fire Equipment (Pierce)
- July 26 Committee members to meet with Bryan White, Village Manger
- August 9 **Committee meeting;** Reviewed truck specifications
- September 7 Committee members met with John Alfieri of Churchville Fire Equipment (Pierce)
- October 5 Committee members met with the Village Board



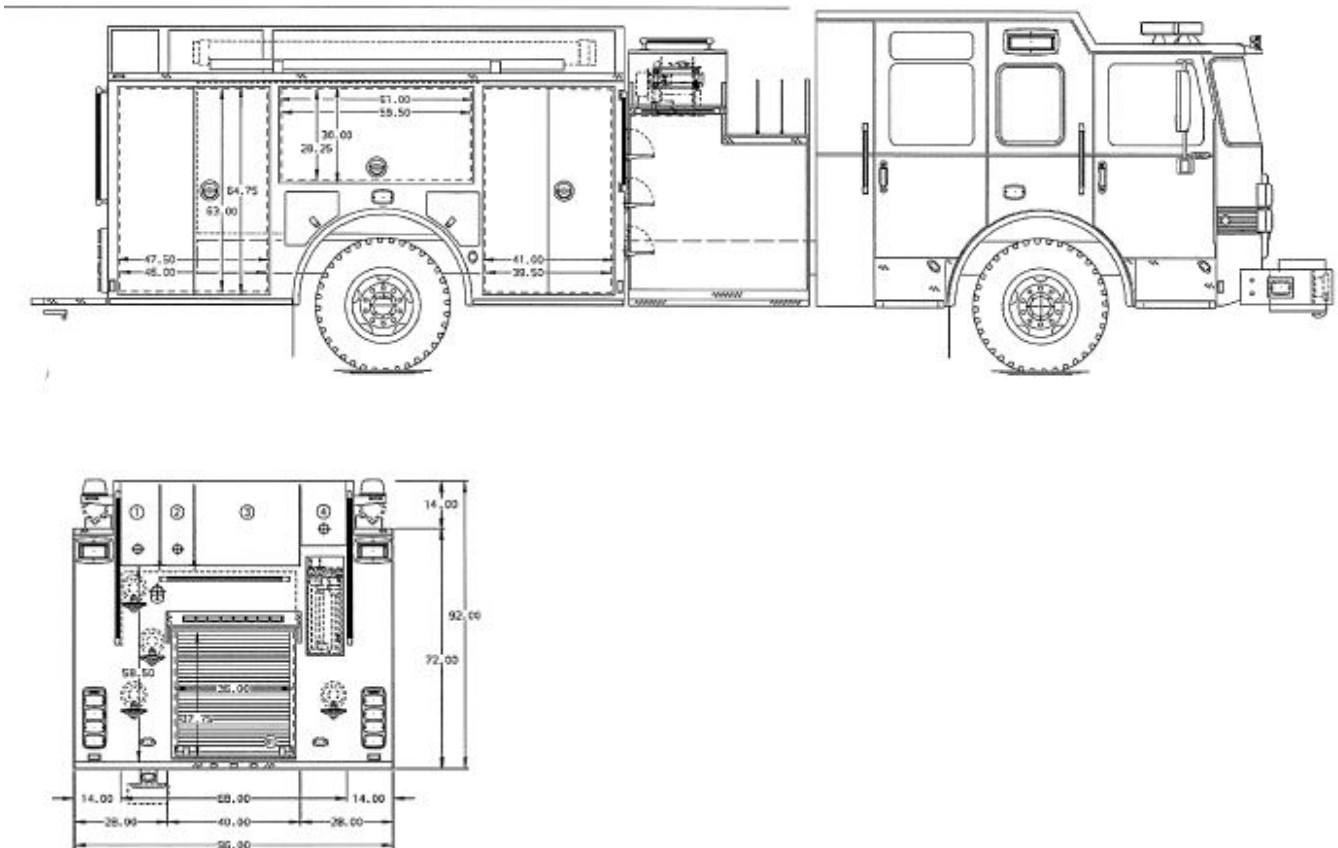
3414-TRUCK COMMITTEE

DATE: October 5, 2016

TRUCK SPECIFICATIONS

- Crew capacity of 6
- 1500 gpm single stage pump
- 750 gal booster tank
- Foam system w/ 25 gallon tank
- Front connection
- Trash line in bumper
- 1200 ft of 5" large diameter hose
- Gas generator

Vendor quoted price: \$517,000



Bryan L. White
VILLAGE MANAGER



31 S. Main Street, Fairport, NY 14450
Office: (585) 421-3201
Email: blw@fairportny.com

To: Fairport Village Board
From: Bryan L. White, Village Manager
Re: **Cell Tower Construction Bid Award**
Date: September 30, 2016

The Village of Fairport received three bids for the construction of the new cell tower that will be located on Summit Street. The low bid was received from MasTec Network Solutions in the amount of \$163,250. The estimate received by Tilson during the feasibility study was approximately \$150,000 which mirrors the budget amount in the 16'-17' Capital Plan. An increase to the original budget estimate is partially due to the ice bridge and fencing that is needed for this project. The aforementioned line items were not included in the original estimates provided by TILSON at the time the feasibility study was completed. While the lead time with MasTec is a little longer than the other two vendors, we believe the time frame will be commensurate with our schedule and the desire to have the tower erected in a timely fashion.

It is my recommendation that the Village Board award the cell tower construction bid to the lowest responsive bidder, MasTec Network Solutions, in an amount not to exceed \$163,250. Please feel free to let me know if you have any questions or require additional information.

MasTec Network Solutions

MasTec Network Solutions specializes in turnkey solutions. We have a proven track record of meeting and exceeding customer demands, including completing 200,000+ wireless and wire line projects.

This unique ability has evolved MasTec Network Solutions to a global company since our inception. As a wholly owned subsidiary of MasTec (NYSE:MTC) we are a financially strong, minority controlled public company and a leading speciality contractor for communications, utilities and governments.

Our services and solutions upgrade the infrastructure that is the backbone of the world's economy. Consequently, we have proven results with large and complex projects, obtaining management and resources that possess keen understanding of wireless network builds and operation.

MasTec Network Solutions has engaged in tens of thousand of telecommunications projects. We have the size and ability to immediately provide superior geographic coverage.

Our team is comprised of experts in all facets to ensure your business is a success. Our current business relationships afford us a global end to end scope of services for the telecommunications industry. We highly value our strategic partner position with our customers around the world.

Currently we have over 2000 employees across the country on the telecommunications side.

Out of our Syracuse, NY division we are staffed with 4 project managers, 2 closeout specialist, 1 warehouse and procurement manager, 2 two-man maintenance teams, and 10 four-man tower crews, which are trained in all facets of the industry.

Our field crews specialize in line and antennas installs, structural modifications, point to point MW, and all associated troubleshooting and testing. We take pride in our commitment to quality, with safety as our number one priority.

Fairport Village Monopole

Monopole Foundation and Tower Installation

MasTec is pleased to provide Matthew Hubbard and Bryan White of Tilson and The Village of Fairport with the requested quote for the installation of the monopole foundation and tower at the Fairport Water Tank location. MasTec also addresses the phases and scopes in the attached bid request for the above mentioned site:

Understood Scope:

- Tower Foundation Construction Per Tower Foundation Design
Materials - \$35,000.00 Labor - \$28,000.00
- Compound Fabric and Stone Installation
Materials - \$1,360.00 Labor - \$3,000.00
- 150ft Monopole Procurement
Materials - \$46,500.00 Labor - \$0.00
- 150ft Monopole Stack and Installation Per CD Package
Materials/Crane - \$5,000.00 Labor - \$3,500.00
- Procurement and Installation of (9) 36" Standoff Arms, and Associated Universal Ring Mounts along with (9) Mast pipes
Materials - \$11,500.00 Labor - \$7,750.00
- Site and Compound Grounding Installation
Materials - \$1,690.00 Labor - \$1,750.00
- Vinyl Compound Fence Procurement and Installation
Materials - \$4,200.00 Labor - \$3,000.00
- Icebridge Procurement and Installation
Materials - \$4,700.00 Labor - \$6,300.00

- Materials: \$109,950.00- Labor: \$53,300.00

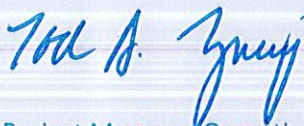
TOTAL BID PRICE - \$163,250.00

Construction Schedule

Upon receiving our PO and approval for our construction start, we will assume our construction schedule to go as follows:

- Week 1
We will establish procurement of the Monopole, order materials for the tower foundation, mark out the site and begin excavation for the foundation. We will look to solidify inspections and P.O.C for the duration of the project. All side arms and antenna mounts will be confirmed and ordered as per the specified scope on page three of the RFP. All prior to October 10, 2016.
- Week 2
We will see concrete poured for the tower foundation, push for the monopole to be delivered and stacked (5 to 7 week lead time from Valmont), and ice bridge installations started
- Week 3
We will install the (9) antenna side arms and tiebacks
- Week 4
Ground and stone the compound. Install the fence. Clean up and wrap up all loose ends. Construction complete approximately four weeks from start date.

Tad D. Zmuj



Sr. Project Manager/Operations-UNY Syracuse

INFINIGY  Design.
Build.
Deliver.

479 Route 17 North Suite 1A
Mahwah, NJ 07430
201.962.7888

In Support of:



**Matt Hubbard
Construction Manager
Tilson**

**Office: 802-370-5983
Email: mhubbard@tilsontech.com**

Submitted By:
Jonathan Bain
Project Manager

September 20th, 2016

Infinigy
www.infinigy.com

INFINIGY®

FROM ZERO TO INFINIGY

Construction Solutions

Infinigy provides a construction solution through in-house employees and managed contractors. Our teams have constructed thousands of new sites as well as network upgrades for the major wireless carriers and tower owners. Construction services have expanded to include technical

offerings in testing, fiber, integration, and many other disciplines needed to meet today's networks. Partnering with the right vendor is the key to meeting your demands and more important than ever. Let Infinigy meet your next project schedule.

Infinigy's teams are highly trained in carrier and OEM specifications and hold the latest safety certifications. Quality and safety are always a priority on any Infinigy site or project.

Our commitment is to complete cost-effective projects on schedule. We also ensure that all client requirements and expectations are met through controlling build costs, and reducing the construction cycle time.



Infinigy has six locations throughout the U.S. that allow our construction crews and teams to perform work locally and regionally. Our services include complete turnkey solutions that have been developed through years of wireless construction experience implementing the highest quality control standards.

Services

- Site Preparation and Civil Work
- Tower Construction
- Construction Project Management
- Procurement
- Material Coordination
- Warehousing and Inventory Management
- Sweep Testing and PIM Testing
- Fiber Testing
- Commissioning
- Optimization
- Integration
- Maintenance
- Battery and Rectifier Systems, DC Power Plant
- Equipment Maintenance



Simply stated and defined, Infinigy is a company of fundamental business beliefs and practices.



Core Values

- Meet Objectives Through Individual Expression
- Exercise Notable Customer Care
- Lead By Example
- Uphold Team / Family Environment
- Embrace Mistakes



Core Solutions

- Site Development
- Engineering
- Construction
- DAS & Small Cell



Core Strengths

- Industry Knowledge
- Telecommunication Veterans
- In-market Resources
- Creative Solutions
- Understanding Of Your Success

CALIFORNIA

26455 Rancho Pkwy S
Lake Forest, CA 92630
949.505.2159
Contact: Dan Connell

COLORADO

7301 Federal Blvd
Westminster, CO 80030
720.545.4165
Contact: Paul Farnes

FLORIDA

622 Stallion Court
Winter Springs, FL 32708
407.765.2001
Contact: Scott Loubier

GEORGIA

2255 Sewell Mill Rd, Ste. 130
Marietta, GA 30062
678.444.4463
Contact: Joe Dean

NEW HAMPSHIRE

25 Sundial Ave
Manchester, NH 03103
518.330.4147
Contact: John Stevens

NEW JERSEY

479 Route 17 North
Mahwah, NJ 07430
518.221.4613
Contact: Jeff Gutowski

NEW YORK

1033 Waterviel-Shaker Rd
Albany, NY 12205
518.690.0790
Contact: A.J. DeSanlis

INFINIGY®

FROM ZERO TO INFINIGY

References

Sullivan County - Kathleen Jones, 845.807.0515

Development of (6) wireless communication facilities consisting of raw land tower builds and (2) collocation sites.
Fall 2014 - Winter 2016

Essex County - Travis LePage, Federal Engineering, 585.507.9731

Civil Construction Contract for (9) sites in Essex County E911 Radio Upgrade Project
Summer 2013

Greene County - Tad Johnson, Delaware Engineering, 518.452.1290

Civil Construction Contract for Tower Foundation at Windham Mountain
Spring 2014

Crown Castle - Allen Turcotte, 518.373.3509

Site Development, Engineering, Construction Services
2002 - Present

CSquared Systems - Tony Wells, 603.644.2800

Construction Installation and Management
2003 - Present

Alcatel Lucent - Ray Widstrand, 630.800.6477

Engineering, Fiber Construction, Site and Tower Construction
2012 - Present

September 20th, 2016

Dear Mr. Hubbard,

Please review and, if acceptable, approve the quote for the following:

- Supply 150ft monopole, mounts, & ice bridge.
- Tower foundation excavation.
- Rebar & concrete for proposed foundation.
- Tower stack.
- Antenna mounts installation work.
- Installation of precast tunnels for future Carrier lines.
- Ground ring.
- Compound stone and regrading of site.
- Compound fencing and access gate.

Labor = \$108,854.00 Materials = \$72,569.00

Total cost: \$181,423.00

Assumptions

- The price provided is not based on union labor or prevailing wage.
- Permitting costs not included.
- All future line and antenna installation work will be completed by others.
- A price for winter conditions has not been included at this time.
- Removal of existing water tank for site location to be completed by others.

Thank you for using Infinigy as your service provider on this initiative.

Best Regards,



Jonathan Bain
Project Manager
Infinigy



| | | | |
|--------------|--|-----------------|----------|
| Site Name | Fairport Village | Quote Number | CR200 |
| Estimated By | Elliott Chotas | Date of Request | 09/20/16 |
| Presented To | Tilson- Matthew Hubbard Fairport Villiage- Bryan White | | |

Please accept this proposal for the below listed work

| Effect on Project Cost: | |
|--|----------------------|
| Item Description | Amount |
| Supply and delivery of one (1) 150' Valmont Monopole | 48,643.00 |
| Supply materials for a Pad and Pier Foundation | 34,642.00 |
| Supply nine (9) 36" standoffs with mounting pipes | 9,000.00 |
| Sitework and spoils removal | 17,000.00 |
| Grounding | 5,800.00 |
| Compound Materials | 3,500.00 |
| Crane | 5,200.00 |
| Ice Bridge Materials | 7,800.00 |
| Fence Materials | 8,875.00 |
| Labor | 41,300.00 |
| Demolition of existing foundation | 8,600.00 |
| | |
| | |
| Total | \$ 190,360.00 |

Terms are same as for site builds

Functional Project Manager

Approved Signature: _____
 Rejected Title: _____ Date: _____

129 Brown Street
 Johnson City, NY 13790
 ☎ 607-217-7001 / 📠 607-217-7018
elliott@buildtsc.com
accounting@buildtsc.com
www.buildtsc.com

LICENSE AGREEMENT

Between
Waste Management of New York, L.L.C.
and
Village of Fairport

THIS LICENSE AGREEMENT (the "Agreement") made effective the _____ day of September, 2016 by and between the **VILLAGE OF FAIRPORT**, a municipal corporation organized and existing under and by virtue of the Laws of the State of New York and being one of its political subdivisions, having its principal place of business at 31 South Main Street, Fairport, New York, 14450, Monroe County, New York, hereinafter called "**Village**", and **WASTE MANAGEMENT OF NEW YORK, L.L.C.** a Delaware limited liability company, having offices at 425 Perinton Parkway, Fairport, New York 14450, hereinafter called "**Licensor**."

WHEREAS, Licensor owns the property commonly referred to as **HIGH ACRES LANDFILL**, Fairport, NY;

WHEREAS, the Village desires to use a portion of Licensor's property for the use of a firing range on an area which is more fully depicted on **Exhibit "A"**, attached hereto (the "**Land**"); and

WHEREAS, Licensor and Village wish to enter an agreement whereby Village, its members, partners, employees, servants and agents, with all proper tools and appliances, can enter and travel upon the Land for the lawful conduct of shooting and firearms training exercises in accordance with the laws and regulations of the State of New York;

NOW, THEREFORE, in consideration of the sum of ONE and NO/100 (\$1.00) DOLLAR and other good and valuable consideration, the receipt of which is hereby acknowledged by Licensor, the parties agree to the following:

1. **USE**

It is understood and agreed that this Agreement is for the Village's nonexclusive use of the Land for shooting and firearms training purposes including, but not limited to, the practice of tactical weaponry training and other similar functions. Such activities shall not occur at night or in the dark. Licensor will have the right to use and enjoy the Land for whatever purposes it may desire so long as such use is not inconsistent with, nor prevents, Village's use of the Land as contemplated hereunder. Notwithstanding the foregoing, it is understood and agreed that Licensor, its agents and/or assigns (other than the Village) shall not use the Land for shooting and firearms training purposes. The Village shall be responsible to comply with all applicable laws relating to such activity and shall be responsible for all of its invitees on the Land at any time. The village shall develop and maintain all safety policies necessary or desired for the firing range, with such policies to be the highest industry standards. The Village shall be solely responsible for all safety matters pertaining to the shooting range and Licensor shall have no obligations or liability therefore.

2. TERM

The initial term of this Agreement shall commence on the 1st day of June 2016 and shall continue for a period of one (1) year (the "Initial Term"). This Agreement may be extended by the mutual consent of both parties on a year to year basis thereafter.

This Agreement may be terminated by either party at any time on ninety (90) days' written notice to the other.

The Initial Term and any continuation of the Agreement beyond the Initial Term are hereinafter the "Term".

3. NOTICES

All notices hereunder shall be in writing to the addresses below or to any substitute address as designated from time to time by either party:

If to Licensor:

Jeff Richardson
Waste Management of New York, LLC
425 Perinton Parkway
Fairport, NY 14450
Phone # 585/223-6132
Fax # 585/223-6898

And

Real Estate Department
Waste Management, Inc.
720 East Butterfield Road
Lombard, IL 60148
ATTN: Vice President of Real Estate
Phone # 630/572-6524 Fax # 630/268-9521

If to Village:

Village Manager
31 S. Main St.
Fairport, NY 14450
Phone # 585/421-3201 or 585/421-3251
Fax # 585/223-5466

4. ALTERATIONS AND IMPROVEMENTS TO THE LAND

Licensor and Village acknowledge and agree that there will be a need to construct and/or install improvements on the Land in order to carry out the purposes of this Agreement. The parties further acknowledge and agree that such improvements will include a soil constructed shooting range inclusive of natural berms to be used as a bullet stop and security perimeter around the Land. All improvements shall be made by the Village, with the prior approval of Licensor.

The Village shall maintain the Land and such improvements. Licensor shall mow the grass within and upon shooting range. Licensor shall provide a key or other means of access to the Land. A plan showing Village's proposed improvements, including the security perimeter, is attached hereto as Exhibit "B". Licensor and Village acknowledge that changes to the plan may be made from time to time, consistent with the purposes of this Agreement, but that material changes to the plan will not be made without the prior written consent of Licensor, which consent shall not be unreasonably withheld, conditioned or delayed; provided such does not impact Licensor's operations or the health for safety of others. Any improvements made by the Village, including but not limited to utilities, site improvements and structures, shall be made at Village's sole cost and expense. Village shall cause no mechanic or materialmen's liens to be placed upon the Land.

Village shall be responsible for procurement of all applicable permits for construction and occupancy of its improvements on the Land and Licensor agrees to reasonably cooperate with Village in obtaining such permits.

At the expiration or termination of this Agreement, any improvements made to the Land by Village shall remain the property of Village and Village shall promptly remove such improvements from the Land and return the Land to essentially the same condition, reasonable wear and tear excepted, as existed at the time the improvements were installed.

5. ENVIRONMENTAL

Except in compliance with applicable laws, neither party shall introduce or use any substance, chemical or waste on, in or under the Land that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. It is specifically agreed and understood that Village's liability and/or responsibility with respect to hazardous substances are limited to those substances that are introduced by Village and not to substances that were present on, in or under the Land prior to delivery of possession of the Land or that are introduced by any person other than Village.

The Village agrees to only utilize copper matrix or lead free ammunition. It is anticipated by the Licensor and the Village that this style of ammunition will not create an environmental concern or liability with the Licensor nor require lead abatement upon termination of this Agreement.

Licensor represents and warrants that there are no known violations of any applicable environmental laws at or on the Land.

6. INSURANCE

Village covenants and agrees that it will at all times during the Term carry, for the mutual benefit of the Village and of the Licensor, general public liability insurance against claims for personal injury and/or death, or property damage, occurring in, on or about the Land, such insurance to afford protection to the limit of not less than \$5,000,000.00 per occurrence, for bodily injury and/or death, and for property damage. The Village shall obtain a Certificate of Insurance, naming Licensor as an additional insured in the limits aforesaid, and shall present said evidence of insurance to Licensor incident to the execution of this Agreement.

7. WAIVER OF SUBROGATION

Licensor and Village release each other and waive any right of recovery against each other for loss or damage to their respective property which occurs in or about the Land (whether due to

negligence of either party, their agents, employees, officers, contractors, invitees or otherwise) to the extent that such loss or damage is fully reimbursed by insurance proceeds. Licensor and Village agree that all policies of insurance obtained by either of them in connection with the Land shall contain appropriate waiver of subrogation clauses.

8. INDEMNIFICATION

Each party shall indemnify and hold the other harmless against any losses, damages, costs, penalties and claims, including but not limited to, claims of liability or loss due to personal injury or property damage, resulting from or arising out of the breach of any covenant, representation, warranty or applicable law, rule, regulation or statute by the indemnifying party and/or any negligence or willful misconduct of the indemnifying party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other party, or its employees, contractors or agents. The Village shall indemnify and hold harmless the Licensor from any claims of liability or loss related to any activity on the Land related to the shooting range or fire arms activity.

9. WAIVER OF CLAIMS

To the extent permitted by law, the Village waives all claims, other than those brought about by Licensor's negligence, against the Licensor, and its respective officers, agents and employees, for injury or damage to the Village's improvements or to any individual sustained by the Village and resulting directly or indirectly from any casualty, cause or any existing or future condition, defect, matter or thing in or about the Land.

10. ASSIGNMENT

Village shall not assign this Agreement without the prior, written consent and permission of Licensor and Licensor may withhold its consent at its sole discretion.

11. DEFAULT

It shall be a default under this Agreement if either party materially breaches its respective obligations hereunder, and such material breach continues for thirty (30) days after the breaching party receives written notice of the material breach. In the event of a default, the non-defaulting party shall have the right to correct the default, in which event; the defaulting party shall reimburse the non-defaulting party for its actual costs of correcting the default within thirty (30) days after receipt of an invoice therefor. This paragraph shall not be construed to limit either party's ability to pursue any other remedy to which it has a legal right.

12. PARTIAL INVALIDITY

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which such term or provision is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

13. GOVERNING LAW

The interpretation, validity and enforcement of this Agreement shall be governed by and construed under the laws of the State of New York.

14. AMENDMENT

This Agreement cannot be changed orally, but only by an agreement in writing and signed by both parties.

15. BINDING EFFECT

This Agreement shall be binding on the parties hereto and on their successors and assigns.

16. ADDITIONAL PROVISIONS

The parties acknowledge and agree to comply with the following rules with respect to the Land:

- A. The transportation, possession and consumption of alcoholic beverages upon the Land is strictly prohibited.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

VILLAGE:
VILLAGE OF FAIRPORT

LICENSOR:
WASTE MANAGEMENT OF
NEW YORK, LLC.

Frederick H. May
Mayor



Jeffrey Richardson
Senior District Manager

Exhibit A

