

NOVEMBER 16, 2017

PUBLIC HEARING

Town of Lysander

Local Law Number 8 of the year 2017.

A local law amending Chapter 129 entitled "Vehicles and Traffic" of the Code of the Town of Lysander.

Be it enacted by the Town Board of the Town of Lysander ("Town Board") as follows:

Section One (1). PURPOSE AND INTENT.

This Local Law provides for an amendment to Chapter 129 entitled "Vehicles and Traffic" relative to the installation of stop signs: traffic "STOP" signs northbound at Samantha Drive, at the southern end of Venetian Drive, and the northern end of Venetian Drive entering Samantha Drive.

The Town Board accordingly desires to amend Section 129-36 of the Town of Lysander Code, to adopt and approve the same pursuant to its authority to rule or regulate the same under (NYS) Vehicle and Traffic Law Section 1682 and/or under its Home Rule Authority.

This Local Law also provides for the correction of a typographic error in Section 129-9 "Stop Intersections", the text of which erroneously duplicates the text of Section 129-10, "Yield Intersections."

Section Two (2). STOP SIGNS. Section 129-36 of the Town of Lysander Code is hereby amended to require the placement of stop signs northbound at Samantha Drive, at the southern end of Venetian Drive, and the northern end of Venetian Drive entering Samantha Drive.

Section Three (3). CORRECTION. Section 9 of Chapter 129 of the Town of Lysander Code, is hereby amended to delete the existing text and insert in lieu thereof the following: "The intersections described in Schedule VI (Article VII - §36) are hereby designated as stop intersections, and stop signs shall be erected as indicated."

Section Four (4). MUNICIPAL HOME RULE. This Local Law amends Sections 9 and 36 of Chapter 129 of the Town of Lysander Code, adopted in its entirety by Local Law No. One (1) of 2015, and as such, is amendable only by Local Law. To the extent, if any, required by law, this is intended as a rule or regulation pursuant to (NYS) Vehicle and Traffic Law Section 1682 and it is the specific intent of the Town Board, pursuant to Municipal Home Rule Law Sections 10(1) (ii) d. (3) and 22, to supersede any such provisions of state law prohibiting the foregoing amendment from being adopted by Local Law.

Section Five (5). SEVERABILITY. If any clause, sentence, paragraph, subdivision, section or part of this Local Law or the application thereof to any person, individual, corporation, firm, partnership, entity or circumstances is adjudged invalid, illegal or unconstitutional by any court of competent jurisdiction, such order or judgment shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this law or in its application directly involved in the controversy in which such judgment shall have been rendered and shall not affect or impair the validity of the remainder of this Local Law or the application thereof to other persons or circumstances. Further, in adjudging such invalid, illegal or unconstitutional provision, the court shall attempt to modify same to a provision which is not invalid, illegal or unconstitutional and which best achieves the intent of the invalid provision.

Section Six (6). EFFECTIVE DATE. This Local Law shall take effect immediately upon its filing in the office of the Secretary of State.

DRAFT

Agenda Item "C"

CONTRACT DOCUMENTS

SNOW REMOVAL FOR THE

NYS TROOPER BARRACKS

3071 BELGUIM ROAD (ROUTE 31) BALDWINVILLE, NY

October 2017

GENERAL CONDITIONS

All proposals shall be made upon forms provided by the Town of Lysander and shall be addressed as specified on the Notice to Contractors.

BIDS

1. Form of proposal as issued by the Town of Lysander shall be completely filled in by ink or typing. No quote will be accepted which contains any changes, additions, omissions or erasures, unless otherwise stated.
2. The quotes submitted shall be exclusive of Federal and State taxes and must not include any tax for which the bidder may claim exemption because of doing business with the Town of Lysander.
3. All quotes received after the stated time in the Notice to Contractors may not be considered. The Contractor assumes the risk of any delays in the mail or in the handling of the mail by employees of the Town of Lysander. Whether sent by mail or by means of personal delivery, the Contractor assumes responsibility for having his quote deposited on time at the place specified.
4. The submission of a quote will be constructed to mean that the Contractor is fully informed as to the extent and character of the supplies, materials, or equipment satisfactorily in complete compliance with the specifications.
5. If two or more contractors submit identical quotes as to price, the decision of the Town of Lysander to award a Contract to one of such identical quotes shall be final.

AWARD

6. The Town of Lysander reserves the right to waive any informality or to reject any or all quotes.
7. Awards will be based on the lowest quote to a Contractor deemed responsible by the Town of Lysander, as will best promote the public interests, taking into consideration the reliability of the Contractor.
8. No Contract hereunder shall either in whole or in part, be assigned, transferred, conveyed, sublet or otherwise disposed of to any other person, company or corporation unless approval is first obtained in writing from the Town of Lysander.

9. A Contract may be cancelled at the successful Contractor's expense upon non-performance of Contract.

GOVERNING LAWS & RULES

10. The Contractor shall comply with all provisions of the laws of the Town of Lysander, the State of New York and the United States of America which affect municipalities and municipal Contracts, and more particularly the Labor Law, the General Municipal Law, the Workman's Compensation Law, Federal Social Security Law, State, Local and Municipal Health Law, Rules and Regulations, and any and all regulations promulgated by the State of New York and of amendments and additions thereto, insofar as the same shall be applicable to any Contract awarded hereunder with the same force and effect as if set forth at length herein. The Contractor's special attention is called to those laws which are set forth below:
11. Section 103-d of the General Municipal Law of the State of New York which generally states:
1. Every proposal hereafter made to a political subdivision of the State or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation or local law, for work or services performed or goods sold or to be sold, shall contain the following statement subscribed by the Contractor and affirmed by such Contractor as true under the penalties of perjury; Non-collusive certification.
 - (a) By submission of this quote, each Contractor and each person signing on behalf of any contractor certifies, and in the case of a joint quote each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:
 - (1) The prices in the quote have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other contractor with any competitor;
 - (2) Unless otherwise required by law, the prices which have been quoted have not been knowingly disclosed by the contractor and will not be knowingly disclosed by the Contractor prior to opening, directly or indirectly, to any other Contractor or to any competitor; and
 - (3) No attempt has been made or will be made by the Contractor to induce any other person, partnership or corporation to submit or not to submit a quote for the purpose of restricting competition.
 - (b) A quote shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with; provided, however, that if in any case the Contractor cannot make the foregoing certification, the Contractor shall so

state and shall furnish with the quote a signed statement which sets forth in detail the reasons thereof. Where (a) (1) (2) and (3) above have not been complied with, the quote shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof which the quote is made, or his/her designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a Contractor (a) has published price lists, rates or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication or new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

2. Any quote hereafter made to any political subdivision of the State or any public department, agency or official thereof by a corporate Contractor for work or services to be performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the quote and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.
12. The form of non-collusion certification following the form of proposal must be executed by the Contractor and submitted with the proposal.
13. Contractors must complete the attached Town of Lysander forms which include, Non-Collusion Certificate and Quote Sheet. These forms must be submitted with the proposal.

GENERAL REQUIREMENTS

1. LOCATION OF THE WORK

The work included in this contract is located at 3071 Belgium Road (Route 31) Baldwinsville, NY 13027.

2. DESCRIPTION OF THE WORK

The contractor will be required to perform snow removal and salt application services for all snow fall events greater than 2". Snow removal at the Trooper Barracks will be limited to plowing and salting the driveway and parking area.

3. COMMENCEMENT OF THE WORK AND LENGTH OF CONTRACT

Upon execution of the Contract, including submission of required insurance policies and certificates to the Owner the Contractor will receive written notification to proceed with the services included in the contract. The contract will remain in place for the 2017-2018 winter season. The Town retains the right to terminate the contract at any time with a written thirty (30) day notification.

4. PAYMENT

The Contractor will be paid 5 installment payments on the second Tuesday of every month from January through May of 2018. The first payment will be made on January 9, 2018.

5. NEW YORK STATE LABOR LAWS

The Contractor shall at all times comply with all provisions of the New York State Labor Laws, including, but not limited to: Posting of Prevailing Wage Rates and Supplements, Record Keeping, Certification of payment of prevailing wage rates and non-discrimination Practices.

6. WAGE RATES

In accordance with Section 220(3) of Article 8 of the State Labor Law, the wage to be paid for a legal days work, as defined in the State Labor Law, to laborers, workmen or mechanics employed by the Contractor or Subcontractors, Shall not be less than the prevailing rate of wages as defined and published by the New York State Department of Labor. Each laborer, workman or mechanic employed by the Contractor, Subcontractors, or other person upon or about the work shall be paid not less than the wages and supplements established.

7. MINIMUM WAGE RATES

Federal and New York State Department of Labor Rates will be in effect for the duration of this Contract.

The minimum Federal Wage Rates and those designated by the Commissioner of Labor of the State of New York. These minimum wage rates and supplements may be modified during the life of the Contract. If the prevailing wage rates should subsequently be legally modified or increased by any means other than the action of the Owner, the Contractor shall assume full responsibility for the payment of said increases without recourse to the Owner.

8. INSURANCE REQUIREMENTS

Before commencing work under the Contract, the Contractor shall furnish the Owner with Certificates of Insurance evidencing that the policies of the insurance have been issued and are in effect for the required coverage. Upon expiration or cancellation of any policy, the Contractor shall immediately furnish a Certificate of Insurance evidencing proper renewal or replacement of the policy.

1. General Liability (Comprehensive or Commercial Form)

Comprehensive Form:

- Premises/Operations
- Products/Completed Operations
- Independent Contractors
- Contractual Liability
- Personal Injury
- Broad Form Property Damage

Combined Single Limit for Bodily Injury and Property Damage

| | |
|-----------------------------|-------------|
| (each occurrence) | \$ 500,000 |
| (aggregate) | \$1,000,000 |
| Personal Injury (Aggregate) | \$1,000,000 |

Commercial Form (must include same coverage as required above for the Comprehensive form):

| | |
|--|-------------|
| Bodily Injury and Property Damage Limit (each occurrence) | \$ 500,000 |
| Products/Completed Operations Limit (aggregate) | \$1,000,000 |
| Personal Injury and Advertising Injury Limit (each person or organization) | \$1,000,000 |
| General Aggregate Limit | \$1,000,000 |

2. Automobile Liability

Owned, Hired and Non-Owned Autos

| | |
|---|-------------|
| Combined Single Limit for Bodily Injury and Property Damage (each accident) | \$1,000,000 |
|---|-------------|

3. Workers Compensation and Employers' Liability
Statutory coverage complying with New York Workers' Compensation Law
4. Disability Benefits
Statutory coverage complying with New York Disability Benefits Law

The insurance carriers providing the above coverage must be licensed by the Superintendent of Insurance to transact business in the State of New York, and shall be rated no lower than "B+" by the most recent Best's Key Rating Guide or Best's Agent's Guide.

9. SALES TAX EXEMPTION

Purchases by the Town of Lysander are not subject to any Federal, State, County or City sales tax. Exemption certificates will be executed upon request.

10. INDEMNIFICATION

The Contractor agrees to defend, indemnify and hold harmless the Town of Lysander, their respective offices, officials, employees and agents against any and all liabilities, loss, damage, suit, claim, cost, attorneys' fees, and expense of any kind whatsoever which the Town of Lysander may directly or indirectly incur, suffer or be required to pay by reason of or as a result of Contractor's act, omission, breach or default in connection with its performance obligations hereunder.

11. REPRESENTATIONS OF CONTRACTOR

The contractor warrants and represents that:

- A. He is familiar with all Federal, State, County and Municipal laws, ordinances, regulations and codes pertaining to the work and those employed in connection therewith, including any special acts relating to the work included in the Contract.
- B. He is financially solvent and experienced in and competent to perform the work included in the Contract.

12. LIABILITY FOR INJURIES OR DAMAGE

The Contractor shall be solely responsible and liable for the safety and protection of all persons, including but not limited to the Owner, Homeowner, Contractor, and their employees, suppliers, and visitors, and shall be solely responsible for all physical injuries, including death, to any such persons and for all damage to any such property and its appurtenances, which occurs on account of the work, or because of any negligence, fault or default of the Contractor, a Subcontractor or any of their officers, employees or agents.

The Contractor shall have on the project site at all times, while work is in progress, at least one person skilled in the safety and health procedures and familiar with State and Federal safety and health regulations whose responsibility shall be to observe methods and procedures. He shall have the duty and authority to stop and/or correct all unsafe and unhealthy conditions.

The contractor shall fully protect, defend, indemnify and save harmless the Owner and the Engineer and their employees and agents against all liability, costs, judgments, damages, penalties, and expenses, including reasonable attorney fees in connection with any claims relating to or arising out of the work included in the Contract, whether such claims, damages or injuries are attributable to the negligence of the Contractor and their employees and agents, his officers, his Subcontractors, employees or agents or otherwise. The liability of the Contractor is absolute and is not dependent upon any question of negligence on the part of the Contractor, his employees, officers or agents.

13. COORDINATION WITH THE OWNER

The Contractor will be contacted by the Town Supervisor in the event that the work performed does not meet the requirements of the contract documents. Once the Contractor is notified by the Town Supervisor of substandard work the Contractor will be required to address the deficiencies within two (2) hours of notification.

END OF SECTION

CONTRACT REQUIREMENTS

AGREEMENT

This CONTRACT, for snow removal at the *NYS trooper Barracks Baldwinsville, NY* made and entered into this 27 day of October 2017, by and between the Town of Lysander, a municipal corporation, organized and existing under the laws of the State of New York, with its principal office and place of business located at 8220 Loop Road, Baldwinsville, NY 13027, hereinafter designated as "Owner", Party of the First Part and

County of Onondaga State of New York hereinafter designated as the Contractor, Party of the Second Part.

WITNESSETH: That the parties hereto, in each consideration of the Agreements on the part of the other herein contained, have mutually agreed, and hereby mutually agree, the Party of the First Part for itself and its successors, and the Party of the Second Part for itself, himself or themselves and its successors, his or their executors, administrators and assigns as follows:

Article 1. DESCRIPTION. Under this Agreement and Contract, the Contractor shall perform all snow removal tasks at the NYS Trooper Barracks outlined in the attached general conditions.

Article 2. In consideration of the payments to be made as hereinafter provided, and of the performance of the Owner of all matters and things to be performed by the Owner as hereinafter provided, the Contractor agrees, at his own sole cost and expense to perform all the labor and services, and to furnish all the labor materials, plant and equipment necessary to complete, and to complete in good, substantial, workmanlike and approved manor, the work described under Article 1 hereof, within the time hereinafter specified and in accordance with the terms, conditions and provisions of this Contract and with the instructions, order and directions of the Engineer made in accordance with this contract.

Article 3. The Owner agrees to pay and the Contractor agrees to accept, as full compensation for all work done and materials furnished, and also for all costs and expense incurred, and loss or damages sustained by reason of the action of the elements or growing out of the nature of the work, for any unforeseen obstruction or difficulty encountered in the prosecution of the work, and for all risks of every description connected with the work, and for all expenses incurred by, or in consequence of, the suspension discontinuance of the work as herein specified, and for well and faithfully completing the

AGREEMENT

work, and the whole thereof, as herein provided, and for maintaining the work in good condition until the final payment is made, the prices stipulated in the proposal hereto attached.

Article 4. CONTRACT DOCUMENTS. The following Documents shall constitute integral parts of the Agreement, the whole to be collectively known and referred to as the Contract: Notice to Contractors, Contract Documents, Agreement, Insurance Certificates, General Conditions, General Requirements, and all interpretations of Contract Documents issued by the Owner.

Article 5. Contractor agrees to comply with all requirements of the Contract Documents and with all provisions of law and implementing regulations. If the Contractor fails to comply with any of the terms, conditions, provisions, or stipulations of this Contract, then the Owner may make use of any or all remedies at law or in equity, or as provided in the Contract and shall have the right and power to proceed in accordance with the provisions thereof.

Article 6. This agreement shall be constructed and enforced in accordance with the laws of the State of New York.

Article 7. The Contractor agrees:

- (a) He hereby voluntarily and irrevocably submits himself to the jurisdiction and venue of any court of competent jurisdiction over the subject matter of this Contract located within the State of New York in which any litigation is brought based on or arising out of this Contract.
- (b) Any litigation brought by the Contractor based on or arising out of this contract shall be brought only in the Supreme Court of the State of New York within Onondaga County.
- (c) Any legal process or notice connected with any litigation may be served on the Contractor by United States registered mail, postage pre-paid, addressed to the Contractor at his address stated in this Contract for the furnishing of notices to the Contractor or at the Contractor's last known address, and that service in such a manner shall constitute good and valid service of process upon the Contractor.
- (d) The Contractor hereby waives any defense which might be available to it in any such litigation based on or alleging lack of jurisdiction or venue, or, if process is served in the manner provided in Subparagraph (c) immediately above, invalid service of process, and that he will duly enter his appearance in any such action.
- (e) This Contract may be presented in court as conclusive evidence of foregoing agreement.

(f) The Town retains the right to terminate the contract at any time with a written thirty (30) day notification. If the contract is terminated payment will be prorated from date of written notification.

(g) The Contractor will be paid 5 installment payments on the second Tuesday of every month the first payment will be made on January 12, 2017.

Article 6. The following alterations and addenda have been made and included in this Contract before it was signed by the parties hereto:

AGREEMENT

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands and seals and have executed this agreement the day and first year above written.

OWNER: Town of Lysander

(Seal)

Town Supervisor

By:

Joseph P. Saraceni,

(Seal)

CONTRACTOR: _____

By: _____

**QUOTE FOR
SNOW REMOVAL AT THE
NYS TROOPER BARRACKS BALDWINVILLE, NY**

TO THE TOWN OF LYSANDER:

Pursuant to and in compliance with your invitation for Quotes and the information for Contractors relating thereto, the undersigned hereby offers to furnish all labor and materials necessary or proper for items required by and in strict accordance with the applicable provisions of all Contract Documents for the following unit prices:

Item

1. Snow Removal for the NYS Trooper Barracks for the 2017-2018 Winter Season

Fifteen Hundred $\frac{00}{100}$

(Price Written in Words)

1,500

(Dollars)

(Price Written in Figures)

$\frac{00}{100}$

(Cents)

Contractor Contact Information:

Name: Clinton L Pierce

Address: 83 Syracuse St.
Baldwinsville NY.

Phone Number: 315-729-9478 cell
315-635-3768 home

NON-COLLUSION BIDDING CERTIFICATE

(a) By submission of this quote, each person or corporation and each person signing on behalf of any quote certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- (1) The prices in this quote have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any other competitor; and
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- (3) No attempt has been made by the bidder or will be made to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.



Signature

Title

Clinton Pierce

Name of Firm/Company/Corp.

315-729-9478

Area Code and Telephone Number

83 Syracuse St.

Street Address

10/18/14

Date

N.Y. 13024

City, State, Zip Code

Agenda Item "D"

THIS AGREEMENT, made this 1st day of January 2018, by and between the TOWN OF LYSANDER, NY a municipal corporation in the State of New York, hereinafter called the "MUNICIPALTY" and the CENTRAL NEW YORK SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS", a charitable corporation organized and existing under the laws of the State of New York, having it's office and principal place of business at 5878 East Molloy Road, in the Town of Dewitt, County of Onondaga, and State of New York, hereinafter called "CNYSPCA".

WITNESSETH

The CNYSPCA in consideration of the payment to it by the Municipality of certain sums of money to be paid in the manner and at the times hereinafter particularly described, hereby covenants and agrees that:

1. That the CNYSPCA will provide and maintain a pound or shelter for animals seized by the dog control officers of the Municipality. It will properly shelter, feed and water such animals during the redemption periods provided in Section 118 of Article 7 of the Agriculture and Markets Law or as established by the Municipality pursuant to such section, and at the end of such redemption periods will make available for adoption or euthanize and cremate unredeemed animals; as provided in said Section. In no event shall the CNYSPCA accept dogs for a redemption period of less than 5 days.
2. All dogs brought to the shelter by a dog control officer shall be accompanied by Form approved by the NY State Department of Agriculture and Markets entitled "Seizing Officer's Report of Seizure and Disposition of any Dog".
3. The redemption periods specified in Paragraph 1 will commence from the date of delivery of the dog to the CNYSPCA by a duly appointed dog control officer of the Municipality.
4. All animals shall be vaccinated, if warranted, upon arrival at the shelter, the costs of which are covered by the "monthly" charge as provided in paragraph 8.
All animal's shall be spayed or neutered, if warranted, after the legally prescribed redemption period or prior to adoption. The municipality shall not be responsible for the spaying or neutering costs.
5. The shelter shall at all times during the term of this agreement be under the care of a competent employee and shall be open to the public Monday, Wednesday, Thursday 10:00am – 6:00pm; Friday and Saturday from 10:00am – 4:00pm, except for legal holidays at which time the shelter will be closed.
6. In addition to the dogs, the CNYSPCA will accept any other animals which shall be delivered by a dog control officer or other authorized officer or employee of the Municipality for such disposition as shall be required.

7. The Municipality shall pay the sum of \$150.00 per animal surrendered to the CNYSPCA. This charge shall include the Veterinary Examination, Kennel Cough Vaccination, Distemper/Parvo Virus Vaccination, Rabies Vaccination, Deworming, Flea Treatment and Parvo Virus Testing (for animal under 6 months) if such services are deemed necessary.

The CNYSPCA shall bill the Municipality on a monthly basis for services rendered herein.

8. As a separate and distinct charge the following shall apply in addition to the per animal charge provided in paragraph 8:

Rabies, Board and Observation

All animals (per day) \$25.00

Euthanization and Cremation (If warranted or directed)

Extra Large Dogs (81 lbs. and over) \$100.00

Large Dogs (51 to 80 lbs.) \$ 85.00

Medium Dogs (2 to 50 lbs) \$ 70.00

Small Dogs (up to 25 lbs) \$ 60.00

Cats and Other Small Animals \$ 55.00

9. CRUELTY SEIZURES:

In the event that the municipality through its representative(s) causes an animal to be placed with the CNYSPCA due to a seizure emanating from a cruelty complaint, with or without the assistance of the Cruelty Officers of the CNYSPCA, it shall be charged the sum of \$25.00 for each day the animal is held by the CNYSPCA pending final adjudication. Any medical costs will be in addition to the seizure boarding costs.

10. As a further separate and distinct charge, the Municipality shall pay the sum of up to \$500.00 representing reimbursement to the CNYSPCA for charges incurred by them from the security service employed by the CNYSPCA for the answering the security alarm if it is determined that the employee of the Municipality is responsible for the activation of the alarm.

11. This agreement shall commence on January 1, 2018 and shall continue to and including December 31, 2018.

IN WITNESS WHEREOF, the parties have caused their seals to be affixed hereunto and this Agreement to be signed by their duly authorized officers the day and year first written below.

DATED: _____

TOWN OF LYSANDER

By: _____

Title: _____

DATED: _____

CENTRAL NEW YORK SOCIETY FOR THE
PREVENTION OF CRUELTY TO ANIMALS

By: _____

Linda DeMuro/Interm Executive Director

DRAFT