

D-1

QUOTE FOR
2016 Mowing & Trimming
At Chase Cemetery
Oswego Road (NYS Rte. 48)
Lysander, 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. Unit cost per Mowing and Trimming event at the Chase Cemetery, Oswego Road (NYS Rte. 48) Lysander, NY

five hundred eleven and 00/100

(Price Written in Words)

\$ 511 00
(Dollars) (Cents)

(Price Written in Figures)

Pro Scapes Inc

Name of Firm/Company/Corp.

(315) 469-0000

Area Code and Telephone Number

6810 East Seneca Tpke

Street Address

Jamesville NY 13078

City, State, Zip Code

4-11-16

Date

D.2

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.

Rick Klein

Signature

President

Title

Pro Scapes Inc.

Name of Firm/Company/Corp.

315 469-0000

Area Code and Telephone Number

6810 East Seneca Tpke

Street Address

4-11-16

Date

Jamesville NY 13078

City, State, Zip Code

I-1

INTERMUNICIPAL PUBLIC WATER SUPPLY AGREEMENT

THIS AGREEMENT (“Agreement”) is made as of _____, 2016, by and between the **VILLAGE OF BALDWINSVILLE** (hereinafter called the “Village”), a municipal subdivision of the State of New York, with its offices located at 16 West Genesee Street, Baldwinsville, New York 13027, and the **TOWN OF LYSANDER** (hereinafter called the “Town”), a municipal subdivision of the State of New York, with its offices located at 8220 Loop Road, Baldwinsville, New York 13027, on behalf of the Springwood Sewer District (hereinafter called the “District”). A map showing all developable parcels within the Springwood Sewer District is included as Attachment A. This agreement is limited to this District and the District may not be expanded or parcels within the District subdivided without Village approval.

WHEREAS, the District is desirous of purchasing Sanitary Sewer Service from the Village; and

WHEREAS, the Village presently has available sewer capacity to supply to the District upon hook-up of same; and

WHEREAS, pursuant to this Agreement, the Village will be reimbursed by the Town through the District for the Charges established herein; and

NOW, THEREFORE, the parties agree as follows:

1. Term. The term of this Agreement shall be fifty (50) years.
2. Village Obligations. The services and obligations to be provided by the Village at no additional cost to the Town are as follows:
 - a. Response to homeowner requests (sewer back-ups, overflow reports)
 - b. UFPO stakeouts.
 - c. Maintenance of sewer mains at intervals similar to what the Village does with its own system.
 - d. Billing to the Town for sewer usage on an annual basis no later than January 31st of each year.
3. Town Obligations. The services and obligations to be provided by the Town at no additional cost to the Village are as follows:
 - a. Provide as-built utility drawings showing the location of all sewer mains, manholes, and services in the district
 - b. Water meter reading of each residence on a quarterly basis and upon special instances such as house closings, etc.
 - c. Reporting of water meter readings to the Village for each residence on a quarterly basis.

d. Payment to the Village for the previous year's sewer usage no later than March 15th each year.

4. Billing Procedures. Each District resident will have water usage recorded quarterly by means of a water meter reading. Water meter reading to be the responsibility of the Town (a service that may be outsourced). Each quarter the Town will be responsible to provide the Village with the water usage of each resident in the District. The Village will bill the Town a lump sum amount for the entire District for the previous calendar year no later than January 31st of each year. The bill provided to the Town by the Village will include the individual billing for each residence in the District. Payment to the Village for the total lump sum amount will be made by the Town no later March 15th.

House closings and other particular instances may prompt the need for additional meter readings. These readings will be the responsibility of the Town.

5. Sewer Rates. The sewer bill for each resident in the District will be based on the water usage and will be calculated at a rate of \$1.80 per 100 cubic feet of water consumed as recorded through the residential water meter. Billing increases over the life of this agreement will be proportional with increases paid by Village residents for similar service. The Village must provide a minimum of 30 days notice to the Town prior to rate increases occurring.

6. Contract Services. The Village will perform the following work at the "Outside DPW Work" hourly rate as adopted each April by the Village Board of Trustees. The rate approved in April of 2016 was \$66.34 per hour for work performed during scheduled work hours and \$82.34 per hour for work performed beyond scheduled work hours. Additional charges for equipment and materials used in the course of completing this work will also be charged on hourly and unit cost rates.

- a. Sewer main and manhole repairs
- b. All other serves as required

No contract services shall be provided by the Village without prior written authorization from the Town.

The Village reserves the right to outsource any of the work listed above. In this case the Village will bill the Town for all costs incurred plus administrative costs incurred by the Village Engineer and Foreman while managing this work.

7. System Upgrades. The Village will give notice to the Town when system components begin to fail at an increased rate or when they approach the end of their anticipated useful life. The Town will make all decisions as to the replacement of sewer mains and system components as well as system upgrades.

8. Statutory Authority. This Agreement is entered into pursuant to General Municipal Law Article 5 and is authorized pursuant to said aforementioned statutory authority.

I-3

9. Notices. All notices and submissions provided for herein shall be in writing. Such notices shall be either personally delivered to an authorized officer/employee of the party to be provided notice, or sent by pre-paid, certified mail, return receipt requested, to the parties at the following addresses or as they may respectively specify in writing at a later date:

TO: VILLAGE OF BALDWINSVILLE
Attn: Hon. Richard Clarke, Mayor
16 West Genesee Street
Baldwinsville, New York 13027

TO: TOWN OF LYSANDER
Attn: Hon. Joseph Saraceni, Town Supervisor
8220 Loop Road
Baldwinsville, New York 13027

10. Performance of Parties. No party shall be in default hereunder for reason of any failure in its performance under this Agreement if such failure results from or arises out of causes beyond its reasonable control, including without limitation fire, explosion, strike, freight embargo, act of God or of the public enemy, or civil disturbance, act of federal, state or county government or agency or official thereof, material or labor shortage, transportation, contingencies, unusually severe weather, default of any manufacture, supplier or contractor, quarantine, restriction, epidemic or catastrophe.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

12. Default. Should there be any default in performance of the obligations hereunder by the Town of Lysander, Village of Baldwinsville or the owner of the Project Premises, included but not limited to payments of amounts due hereunder, in addition to any other remedies available to the parties, the parties reserve the right to terminate this Agreement upon sixty (60) days prior written notice sent by pre-paid, certified mail, return receipt requested, to each party with a copy of said notice being sent to legal counsel for each party.

13. Recording. This Agreement shall be recorded in the Office of the Onondaga County Clerk and shall run with the land.

14. Headings. The headings shown in this Agreement are for convenience and reference only and in no way define, limit or describe the scope or intent of this Agreement nor in any way affect this Agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed on the date and year first written above.

I-4

SO AGREED:

VILLAGE OF BALDWINSVILLE

By _____
Richard Clarke
Mayor

SO AGREED:

TOWN OF LYSANDER

By _____
Joseph Saraceni
Town Supervisor