

TOWN OF LYSANDER BOARD MEETING

AGENDA ATTACHMENTS

JUNE 15, 2017

TOWN of LYSANDER
8220 LOOP ROAD
BALDWINSVILLE, NEW YORK 13027
(315) 638-4264

Radisson Drainage District
Letter for Work Session

June 14, 2017

Lysander Town Board
8220 Loop Road
Baldwinsville NY, 13027

Re: Radisson FEMA Letter of Map Revision Request

Subj: Radisson Drainage District Special Charge For Affected Properties

Dear Supervisor Saraceni and Town Board Members;

As you know my office has been pursuing a Letter of Map Revision (LOMR) to the FEMA Flood Insurance Rate Maps (FIRM) for properties located on Vermillion Circle, Esprit Glade, Festival Court, Royal Scarlet Drive and Marco Lane that were affected by the FIRM maps adopted last year. To complete the LOMR process a flood study was required. To complete the flood study additional topographic survey data needed to be obtained. In the interest of moving the process along my office worked with the Radisson Community Association to get the data for the topographic survey collected prior to the trees having leaves to keep the costs as low as possible, with the understanding that neither the Town nor the RCA could spend public or RCA funds that benefited private property owners.

In the process of researching the available options for funding the topographic survey data collection the Town of Lysander Comptroller indicated that the Town had used additional special district charges for projects that only benefitted portions of the special district if a majority of the affected properties were in favor of the proposed additional fee. I spoke with the Town Attorney and he agreed that this could be an option if a majority of the property owners were in favor of the additional charge. The Town sent public interest survey cards to the affected properties and 32 of the 54 affected properties indicated that they were in favor of funding the topographic survey data collection through an additional one time Radisson Drainage District special charge. The results of the public interest survey can be seen in the attached spread sheet.

At this time it would be appropriate for the Town Board to pass a resolution approving the \$264 Radisson Drainage District special charge for the properties shown on the attached spread sheet.

Regards


Allen J. Yager, P.E.
Town of Lysander Engineer

attachment

Agenda Item "B"

COMMUNITY SHOWCASE VIDEO PROGRAM

DRIVING RESIDENTS, BUSINESS, AND TOURISM TO YOUR COMMUNITY



TO LEARN MORE ABOUT THIS PROGRAM

 VISIT www.mayors.tv

 EMAIL nicoler@cgicomcommunications.com

 CALL Vice President of Marketing and Acquisitions, Nicole Rongo at 800-398-3029 x203



COMMUNITY PROMOTION

The Community Showcase Video Program provides unique video content for municipalities to enhance their website. Delivered **FREE OF CHARGE**, our program is designed to meet the promotional needs of all communities, large and small.



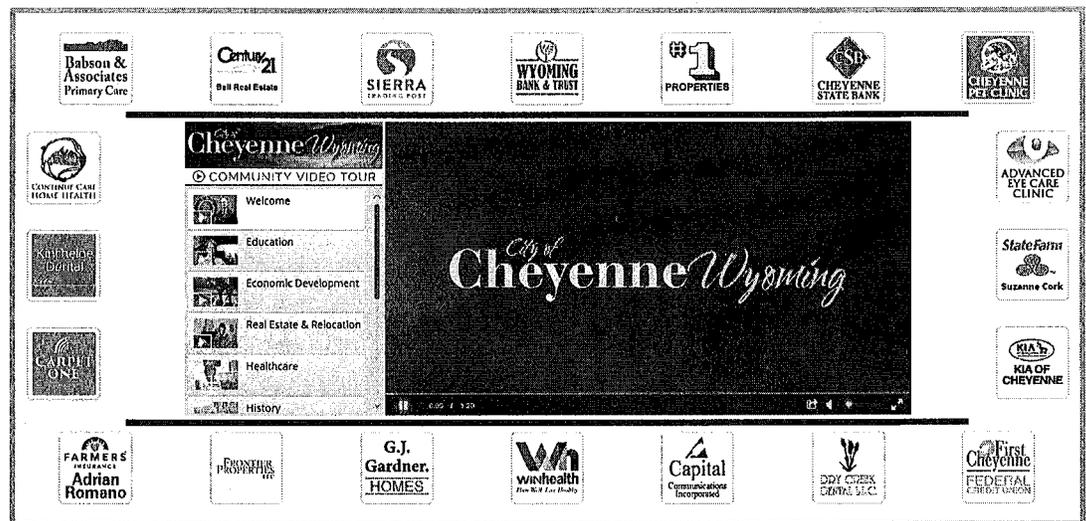
COMMUNITY ORGANIZATIONS

CGI will provide an additional overview video that depicts the important role non-profits play in enriching the quality of life for residents each day. Non-profit organizations receive a **FREE** logo that links directly to their website, providing them with additional exposure through the community's participation.

CGI works directly with your community to produce a series of videos for your official website. The videos help communities promote tourism, educate and welcome new families and residents and attract new businesses.

Your Video Tour will include a message from your mayor (or other civic leader), and has additional content to highlight quality of life, recreation, business & industry, shopping & dining, and much more.

VIDEO TOUR



GOCAST™ MOBILE APP

GoCast™ gives you the power to record and upload videos to your official website and social media pages instantly! Operated right from your smart phone or device, GoCast™ allows you to record up to two minutes of video at a time with no limitation as to how often it's used. It is the perfect solution to adding new content to your website every day! From ribbon cuttings, festivals, departmental messages, emergency notifications, holiday greetings, event promotion...GoCast™ lets you capture it all.

- Ⓞ NO COST to your municipality
- Ⓞ Simple implementation process
- Ⓞ Professional video production
- Ⓞ Captivating interface on your website homepage
- Ⓞ Enhanced online communication
- Ⓞ Optimized Internet presence

BENEFITS



The 2017 Community Video Program

CGI Communications, Inc.
130 East Main Street, 5th Floor
Rochester, NY 14604
(800) 398-3029 phone
(585) 653-7393 fax

Name: Joseph P. Saraceni
Title: Town Supervisor
Address: 8220 Loop Road
Town, State, Zip: Baldwinsville, NY 13027
Phone: 315-857-0281
Email: supervisor@townoflysander.org
Website: <http://www.townoflysander.org/>

This agreement is between CGI Communications, Inc. ("CGI") and the Town of Lysander (the "Town") and shall remain in effect from the date it is signed by both parties until the third anniversary of the date that the completed and approved Community Video Program is made available for viewer access on different devices via a link on the <http://www.townoflysander.org/> homepage, including any alternate versions of that homepage.

During the term of this Agreement, CGI shall:

- Produce four video chapters with subject matter that includes but is not limited to: Welcome, Education, Healthy Living, Homes / Real Estate
- Provide one Community Organizations chapter to promote charities, nonprofits and community development organizations
- Provide script writing and video content consultation
- Send a videographer to Town locations to shoot footage for the videos
- Reserve the right to use still images and photos for video production
- Provide all aspects of video production and editing, from raw footage to final video including professional voiceovers and background music
- Provide a final draft of Community Video Program content subject to Town's approval (up to 3 sets of revisions allowed). CGI's request for approval of content or revision, including final draft, shall be deemed approved if no response is received by us within 30 days of request
- Provide our patented OneClick™ Technology and encode all videos into multiple streaming digital formats to play on all computer systems, browsers, and Internet connection speeds; recognized player formats include WindowsMedia™ and QuickTime™
- Store and stream all videos on CGI's dedicated server
- Feature business sponsors around the perimeter of video panels
- Be solely responsible for sponsorship fulfillment including all related aspects of marketing, production, printing, and distribution
- Facilitate viewer access of the Community Video Program from Town website, including any alternate versions of Town's homepage, for different devices, by providing HTML source code for a graphic link to be prominently displayed on the <http://www.townoflysander.org/> website homepage as follows: "Coming Soon" graphic link designed to coordinate with existing website color theme to be provided within 10 business days of execution of this agreement. "Community Video Program" graphic link to be provided to replace the "Coming Soon" link upon completion and approval of videos
- Grant to Town a license to use CGI's Line of Code to link to and/or stream the videos
- Own copyrights of the master Community Video Program
- Assume all costs for the Community Video Program
- Afford businesses the opportunity to purchase various digital media products and services from CGI and its affiliates

Program add-ons will include:

- Encoding, hosting, and streaming of additional 5 minutes of video per month. Finished video content to be provided to CGI by Town
- The GoCast™ recording app and up to three (3) instant GoCast™ video widgets for placement on the Town website. Each Cast allows for up to two (2) minutes of video which can be replaced or updated anytime

During the term of this Agreement, the Town shall:

- Provide a letter of introduction for the program on Town's letterhead
- Assist with the content and script for the Community Video Program
- Grant CGI the right to use Town's name in connection with the preparation, production, and marketing of the Program
- Display the "Coming Soon" graphic link prominently on the <http://www.townoflysander.org/> homepage within 10 business days of receipt of HTML source code
- Display the "Community Video Program" link prominently on its <http://www.townoflysander.org/> homepage, including any alternate versions of your home page, for viewer access on different devices for the entire term of this agreement
- Ensure that this agreement remains valid and in force until the agreed upon expiration date, regardless of change in administration
- Grant full and exclusive streaming video rights for CGI and its subsidiaries, affiliates, successors and assigns to stream all video content produced by CGI for the Community Video Program
- Agree that the town will not knowingly submit any photograph, video, or other content that infringes on any third party's copyright, trademark or other intellectual property, privacy or publicity right for use in any video or other display comprising this program.

This Agreement constitutes the entire agreement of the parties and supersedes any and all prior communications, understandings and agreements, whether oral or written. No modification or claimed waiver of any provision shall be valid except by written amendment signed by the parties herein. Town warrants that it is a tax exempt entity. The undersigned, have read and understand the above information and have full authority to sign this agreement.

The Town of Lysander, NY

CGI Communications, Inc.

Signature:



Name (printed):

Name (printed): Nicole Rongo

Title:

Title: Vice President of Marketing and Acquisitions

Date:

Date: May 18, 2017

Agenda Item "H"

**Town of Lysander
West Genesee Sewer District & West Genesee Sewer District Extension No.1 – Contract No. 3 –
Grinder Pump Equipment Purchase**

Change Order Number: 3 Date: June 15, 2017

Contractor: Environment One Corporation
2773 Balltown Road
Niskayuna, NY 12309

AUTHORIZATION IS HEREBY GRANTED FOR THE FOLLOWING CHANGE:

Description of Change Order:

Purchase of 20 additional Environment One Extreme Series positive displacement grinder pumps, 20 Bal-last Interlocking Ballast Systems and one Environment One air release valve station.

Reason for Change Order:

Equipment purchased under this change order is to be used in the construction of the West Genesee Sewer District Extension No. 2 project. All costs associated with this change order will be funded through the West Genesee sewer District Extension No. 2.

Change Order Cost: \$65,800 (20 Pumps) + \$6420.00 (20 Bal-last Systems) + \$3,839.00 (Air Release) = \$75,879

Revised Contract Amount:

Original Contract Plus Change Order No. 1 & No. 2:	\$181,399.00
Change Order No. 3:	\$75,879.00
Revised Contract Amount:	\$257,278.00

All the work will have been done to the best of our knowledge and belief in accordance with the applicable provisions of the Contract. This Change Order represents full and complete compensation for all cost relative to the change itself and all other impacts that this change may

have on the project. The Contractor hereby acknowledges that is has considered and priced into this Change Order impacts beyond the scope of the individual change(s) and waives all claims otherwise.

Approvals:

Engineer:



Date:

6/14/17

Contractor:

Date:

Owner:

Date:



Phone: (585) 482-9640

Fax: (585) 482-4149

Siewert Service

Phone: (800) 333-0598

Fax: (585) 224-7968

www.siewertequipment.com

Quote Date:	6/9/17	Quote No:	WX-17-0200-L Rev. 0
Subject:	ENVIRONMENT ONE SIMPLEX STATION PRICING		
To:	Al Yager Town of Lysander		
Phone No:		Email:	engineer@townoflysander.org
From:	Dan Ryan	CC:	Kevin Conway

Al,
Based on your request, we are pleased to provide updated pricing using same discount matrix as used in 2012.

Qty: 20 Environment One Corporation model DH071-93

Description: Come complete with pump core, tank, level controls, simplex alarm/disconnect panel, and 50' of supply cable.

Extreme Series positive displacement grinder pump is 1 HP, 1725 RPM, 120 volt, single phase, with high torque, capacitor start, thermally protected motor will have integral on/off level controls and an internal check valve/anti-siphon valve assembly.

The wet well tank assembly will be made of high-density polyethylene with molded cover and 1.25" FNPT discharge connection and a 4" inlet grommet (suitable for 4.5" pipe OD; Sch 40).

Simplex alarm/disconnect panel will be housed in a NEMA 4X corrosion proof fiberglass enclosure with hinged access panel, lockable latch with padlock, circuit breakers, generator with auto-transfer, terminal blocks, remote alarm contacts, audible alarm with push to silence switch, and red alarm light.

Price Each: \$3,290.00

Total Price for 20: \$65,800.00

Qty: 20 Bal-last Interlocking Ballast Systems

Price Each: \$312.00

Total Price for 20: \$6,240.00

Qty: 1 Environment One Corporation Air Release Valve Station

Description: Comes complete with tank, valve and shut-off valve. Overall tank height is 103".

Price Each: \$3,839.00

Price quoted is FOB factory, freight allowed to jobsite.

Prices based on (1) complete shipment from Environment One and (1) shipment from Ballast.

S:\KConway\Quotes 17\Lysander TO 0200-L Al Yager EOne Simplex.docx



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Fax: (585) 482-4149

Siewert Service

Phone: (800) 333-0598

Fax: (585) 224-7968

www.siewertequipment.com

TERMS & CONDITIONS

1. **PRODUCTS:** Products (parts, components, items, materials, assemblies) herein are of the Manufacturer's standard or available construction and specifications. It is Buyer's final responsibility to determine if these products satisfactorily meet Buyer's or Buyer's customer's plans, specifications and requirements. Weights and dimensions when given are approximate unless certified in writing by the Manufacturer.
2. **SELECTION END USE:** Seller is not in any way liable for selection, application, or suitability of products herein for any particular use or for any installation or operational costs incurred with these products, all of the aforesaid being the final responsibility of Buyer.
3. **QUOTATIONS:** Seller as a service to Buyer may quote orally or in writing from time to time current prices then in effect for products or services offered for sale by Seller; however, such prices are subject to change without notice. Quotations may be withdrawn at any time prior to actual receipt by Seller of a written purchase order and release from Buyer to manufacture and/or ship the products or perform the services described herein. Quotations shall become null and void upon the elapse of thirty (30) days from the date of quotation unless earlier withdrawn. Seller does not assume any responsibility for any variation in quantity or omission of any item in any quotation that may be required by any plan or specification or otherwise. Seller is not responsible for any typographical errors or reproduction deficiencies. Quotations for the Quantities, Products and Services described herein are subject to these Terms and Conditions only; Seller will only accept orders on these exact Terms, Conditions and Provisions and no inconsistent terms, conditions, provisions or modifications will be agreed to unless specifically approved in writing by an officer of Seller.
4. **PURCHASE ORDERS ACCEPTANCE:** Purchase orders of Buyer resulting from oral or written quotations of Seller shall be subject to the Quantities, Products and Services herein, these Terms and Conditions, and the written approval signed by an authorized representative of Seller in the Seller's acknowledgement. Any term(s), condition(s) or provision(s) of Buyer's purchase order which are inconsistent with these stated herein, shall not be binding on Seller and shall not be considered applicable to the sale or shipment of the products or performance of the services described herein. Unless Buyer shall notify Seller in writing to the contrary as soon as practical after receipt of Seller's acknowledgement, acceptance of Seller's Terms and Conditions hereof by Buyer shall be presumed and, in the absence of such notification, Buyer's oral or written release to manufacture and/or ship the products or perform the services described herein, shall be conclusively deemed as Buyer's acceptance of these Quantities, Products, Services, Terms and Conditions herein. If Buyer notifies Seller in writing of his objections to any of the Terms, Conditions and Provisions described herein, such objections are not accepted by Seller unless specifically accepted in writing signed by an officer of Seller. Seller's responsibility is limited solely to the furnishing of the products or services described herein and assumes no responsibility for any other or further requirements or conditions expressed in any plan, specification, purchase order or other document.
5. **SUBMITTAL:** If Specifically requested in writing by Buyer at the time of purchase order, Seller will prepare submittal data (product bulletins, descriptive data, curves, diagrams, each independently as required) for written approval, corrections, or rejection by Buyer, Buyer's customer or Buyer's customer's authorized representative. Any changes in the submitted products required by the approving authority will be at the Buyer's expense and supported by a written change order in accordance with Seller's Terms and Conditions. In case of dispute between Buyer and Seller of required changes or rejection of the products herein, either Buyer or Seller may cancel this contract in writing to the other without penalty, unless Buyer has previously released to manufacture and/or ship the products in question, which in such case Buyer will be fully responsible for the products and all payments as if a submittal had not been requested. In no case will Seller be obligated to offer for sale or furnish any modified or alternate products to those described herein.
6. **TIME OF SHIPMENT:** Stated shipping dates are approximate. Seller shall not be liable or subject to any special or consequential damages for failure to deliver or delays in delivery occasioned by causes beyond Seller's control, including, but not limited to, strikes, lockouts, fires, inability to obtain materials or shipping space, breakdowns, delays of carriers or suppliers and governmental acts and regulations.
7. **DELIVERY FREIGHT:** Delivery of these products shall be F.O.B. the place of shipment to Buyer. Thereafter Buyer assumes full responsibility for any damage or loss irrespective of Seller's prepayment of freight charges. Buyer shall furnish at Buyer's expense, labor and equipment necessary to expeditiously unload products delivered by Seller. Any expenses incurred by Seller due to the delay in unloading shall be reimbursed to Seller by Buyer.
8. **STORAGE:** A product held in storage for the convenience of Buyer will be invoiced to Buyer as if the products were shipped and Buyer agrees to pay for same plus additional reasonable storage charges in accordance with the following payment terms.
9. **PAYMENT:** Buyer agrees to pay Seller within thirty (30) days of invoice date. If Seller has not received payment within these thirty (30) day terms, Seller may add and receive payment from Buyer interest charges at the rate of 1½% per month on unpaid balance plus such other reasonable collection costs and expenses incurred including attorney's fees, collections fees, court costs and otherwise. Cash or anticipation discounts are not offered unless specifically stated on Seller's invoice, no discounts are allowed on freight, shipping, taxes or interest charges. Cash discounts offered for early payment are earned only when payment is received in the office of Seller on or before the specified discount terms or date. Seller reserves the right to make partial invoices(s) for storage, shipments or services performed and receive payment in accordance with the above terms. Buyer agrees not to make any deductions for taxes, freight, retainages, alleged damages or otherwise from any payments due herein. Payment by credit card may incur a 4% fee.
10. **TAXES:** Buyer shall pay in addition to the purchase price and other charges herein, all excise, sales, privilege, use or other taxes, Federal, State, Local or Foreign, payable by Seller because of the execution of this contract.
11. **CREDIT DEFAULT:** If financial responsibility of Buyer becomes impaired or unsatisfactorily in the sole judgment of Seller under this or any other contract between the parties, advance cash payments or satisfactory security shall be given by Buyer upon demand by Seller and any shipments due under this or any contract may be withheld until all payments due are received in full and Buyer's credit has been re-established satisfactorily in the sole judgment of Seller. In addition to all other remedies, in the event of default by Buyer under the terms of this agreement, Seller shall have the right to take exclusive possession of the products sold herein wherever found and to remove same without legal process, any payments having been made on account thereof to be retained by Seller as liquidated damages; or Seller may, in addition to all other remedies available to it, if it deems said products are not readily removable or resalable, sue for and collect any unpaid payments including interest charges, plus such other costs and expenses as Seller has incurred or may incur which shall become immediately due and payable upon Buyer's default of any of the terms of this contract, said remedies to be cumulative.
12. **WARRANTIES:** There is NO WARRANTY, representation or condition OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE) by Seller regarding the products herein; Buyer is solely limited to the Manufacturer's express written warranty, copies of which will be furnished to Buyer upon request. No warranty conditions will be considered until payment of this contract has been made in full.
13. **SELLER'S LIABILITY:** Seller's liability shall be limited to the stated selling price of any defective product and in no event shall Seller be liable for prospective profits or special, direct, indirect or consequential damages of any kind caused by a product, component or part failure. Buyer assumes all risk and liability for loss, damage or injury to persons or property of Buyer or others arising out of the use or possession of any product, component or part herein.
14. **RETURNS:** Products purchased herein may not be returned without the express written permission of Seller, as evidenced by Seller's or Manufacturer's properly authorized return material form, of which a copy must accompany the returned material. Authorized returns shall be shipped at the expense and liability of Buyer to the destination specified by Seller. Such returns are accepted by Seller or Manufacturer for inspection only; any allowance or credit originates with the Manufacturer subject to charges for freight, handling, inspection, repair, restocking and otherwise. Damaged, installed, used or special order products are not returnable. Seller or Manufacturer will not accept debit charges from Buyer for returned products.
15. **SERVICE:** Seller does not include any field or shop labor or service equipment and/or materials for the products herein unless specifically stated as an item in the body of this contract. Any service requested in addition to that not included in the body of this contract will be considered a separate contract and require a separate purchase order from Buyer. No service requests will be accepted or performed when Buyer's account is past due according to the payment terms herein.
16. **CHANGE, MODIFICATION, CANCELLATION:** This contract cannot be changed, modified or cancelled except by written agreement executed by Buyer and an officer of Seller.
17. **JURISDICTION:** This agreement shall be governed and construed in accordance with the laws of the State of Maryland.

The prices are firm for 30 days from the date of this quotation. Shipping and freight fees are not included in the above price unless otherwise noted. Standard Credit Terms are Net 30 days from date of invoice with approved credit. Invoices not paid within this period are subject to a 1½ % monthly service charge. If Startup services are part of this quote, startup will