

**2020-2021 CITY COUNCIL
BIENNIAL ORGANIZATION MEETING
MONDAY, JANUARY 6, 2020
7:00 P.M.**

**City Council Chambers- The Hurley Building
205 Saltonstall St., Canandaigua, NY 14424**

City Council: **Bob Palumbo, Mayor**
 Nick Cutri, Councilmember Ward I
 Dan Unrath, Councilmember Ward II
 Karen White, Councilmember Ward III
 Erich Dittmar, Councilmember Ward IV
 Robert O'Brien, Councilmember-at-Large
 Renée Sutton, Councilmember-at-Large
 James Terwilliger, Councilmember-at-Large
 Steve Uebbing, Councilmember-at-Large

John Goodwin, City Manager
Rob Richardson, Assistant City Manager
Nancy Abdallah, City Clerk/Treasurer

Public Hearing: **Local Law #2020-001 Amending Chapter 612 of the Canandaigua
Municipal Code Providing for a Room Occupancy Tax in the City
of Canandaigua Pursuant to Section 1202-L of New York State
Tax Law**

- 1. Pledge of Allegiance**
- 2. Call to Order**
- 3. Review of Community Core Values: As residents, city staff and appointed & elected officials of the City of Canandaigua, our decisions and actions will be guided by these core values: Responsive; Participatory Governance; Caring & Respect; Integrity; Heritage; Stewardship; and Continuous Improvement.**
- 4. Recognition of Guests**
- 5. Items for Action:**
 - A. City Council Rules and Procedures**
 - B. Election of City Council President**
 - C. Appointment of Standing Committees**
 - D. Appointment of Special Committees**
 - a. Transportation/Trolley**

- E. Designation of Official Newspapers**
 - a. Daily Messenger**
- F. Appointment of City Historian**
 - a. Lynn Paulson**
- G. Appointment of BID Representatives**
 - a. City Council**
 - b. City Manager**
 - c. Mayor**
- H. Establishing Time for Regularly Scheduled Meetings**
- I. Miscellaneous**

6. Resolutions:

Resolution #2020-001: **A Resolution Appointing a City Marriage Officer**

Resolution #2020-002: **A Resolution Amending the Bristol Street Ground Lease Agreement**

Resolution #2020-003: **A Resolution Awarding a Contract for HVAC Upgrades**

7. Ordinances:

8. Local Laws:

Local Law #2020-001: **A Local Law Amending Chapter 612 of the Canandaigua Municipal Code, Providing for a Room Occupancy Tax in the City of Canandaigua Pursuant to Section 1202-L of New York State Tax Law**

9. Manager's Report:

10. Appointments:

- Planning Commission**

11. Adjournment

CANANDAIGUA CITY COUNCIL RULES AND PROCEDURES

1. **ORGANIZATION**

The City Council shall consist of the Mayor and eight Councilmembers, one to be elected from each of the City's four (4) Wards and four (4) to be elected from the City at large. The members of the City Council shall meet biennially on the first Monday of the year or, if that day is a Public Holiday, on the next day thereafter, and organize. They shall, at said organizational meeting, elect a President of the City Council from their number, whose term of office shall expire with that of his/her term of office as a Councilmember and said President shall preside over all meetings of the City Council in the absence of the Mayor and have a voice therein. At all meetings of the City Council, the Mayor, when present, shall preside and have a voice therein.

2. **CLERK**

The City Clerk/Treasurer shall be the Clerk of the City Council.

3. **MEETINGS**

The City Council shall hold at least one (1) regular meeting each month of the calendar year; the day and time to be decided upon at the organizational meeting. The City Council shall hold adjourned or special meetings in its chambers or location that is otherwise designated, at such times as it shall designate. The Mayor, or in his/her absence, the President of the City Council or a majority of its members may call a special meeting by causing a written notice thereof, specifying the date, time and the object thereof, to be served by the City Manager, or his/her designee, upon each member personally at least three (3) hours before the time specified in such notice for such meeting or by mail or electronic mail directed to the member of the Council at his place of residence or place of business at least twelve (12) hours before the time specified in such notice for said meeting.

4. **VOTING**

- a. Each member of the City Council shall vote on every duly offered and properly seconded motion.
- b. The order of voting will be as follows:
 - (1) The Councilmember representing the First Ward.
 - (2) The Councilmember representing the Second Ward.
 - (3) The Councilmember representing the Third Ward.
 - (4) The Councilmember representing the Fourth Ward.
 - (5) Each of the four (4) Councilmembers-at-Large.
 - (6) The Mayor.
- c. A member of the City Council will be excused from voting by the presiding officer, only if, in the judgment of the presiding officer or the Corporation Counsel, such vote would be in a conflict of interest of the Councilmember.
- d. No motion shall be discussed or put to vote unless properly seconded. When a motion is properly seconded, it shall be stated by the presiding officer before discussion.
- e. After motion is stated, it shall be before the Council, but may be withdrawn at any time by the member who offered the motion before decision or amendment.
- f. When a motion is under discussion, no motion shall be honored except a motion to amend, to put it to vote, to lay it on the table or to adjourn the Council.
- g. A motion to adjourn, properly seconded, is always in order.
- h. A roll call vote shall be called and recorded on all motions or Resolutions involving the expenditure of funds (money).
- i. Affirmative vote of at least five (5) members of the Council shall be necessary to adopt any Local Law, Ordinance, Resolution or Order.

5. **COMMITTEES**

The Mayor, for the purpose of aiding and assisting the City Council and City Manager, shall appoint the following Standing Committees at the time of the organizational meeting:

- a. Finance Committee
- b. Ordinance
- c. Environmental Committee
- d. Planning Committee

Note: The Mayor and City Manager shall be members ex-officio of any and all appointed committees.

6. **CONDUCT OF COUNCIL MEETINGS**

- a. Six (6) members of the City Council will constitute quorum.
- b. Order of Business
 - (1) Pledge of Allegiance
 - (2) Roll Call
 - (3) Review of Core Values
 - (4) Approval of Minutes of last regular meeting.
 - (5) Recognition of Guests
 - (6) Committee Reports
 - (7) Resolutions
 - (8) Ordinances
 - (9) Local Laws

(10) Manager's Report

(11) Appointments

(12) Miscellaneous

(13) Adjournment

- c. The presiding officer shall preserve order and decorum.
- d. Each member, prior to his speaking, shall raise his hand and await recognition from the presiding officer and address himself to the presiding officer.
- e. No member shall speak more than once on any question until every member wishing to speak shall have spoken.
- f. Any and all members called to order by the presiding officer shall immediately come to order.
- g. Any citizen shall have the right to come before the City Council at any meeting to speak on any subject before the Council or to request information or action on any City matter. All meetings and proceedings of the City Council shall be public except as designated by State law. A person wishing to address the Council must:
 - (1) Be recognized by the presiding officer.
 - (2) After recognition, state his or her name and address.
 - (3) Present any information or request action in a polite, businesslike manner.
 - (4) Be seated and silent upon request of the presiding officer.
- h. All questions of order not covered by the Rules of City Council shall be decided by the Corporation Counsel based on the provisions of Robert's Rules of Order.

2020 City of Canandaigua City Council Committees

Council President: James Terwilliger

Corporation Counsel: Boylan Code

City Historian: Lynn Paulson

Standing Committees

ENVIRONMENTAL:

Chair – Karen White
Robert O’Brien
Renée Sutton
Dan Unrath

FINANCE:

Chair – Jim Terwilliger
Nick Cutri
Steve Uebbing
Erich Dittmar

ORDINANCE:

Chair – Renée Sutton
Robert O’Brien
Karen White
Erich Dittmar

PLANNING:

Chair- Steve Uebbing
Jim Terwilliger
Nick Cutri
Dan Unrath

Special Committees

PUD (Planned Urban Development):

Chair: Bob Palumbo
All Council Members

WATERSHED COUNCIL- Bob Palumbo

2020 CITY COUNCIL & COMMITTEE MEETING DATES

City Council Meetings-7:00PM

Hurley Building

January	6
February	6
March	5
April	2
May	7
June	4
July	2
August	6
September	3
October	1
November	5
November	19
December	3

Special Committees

TBA

Budget Workshops

6 – 9:00PM- Hurley Building

November 3	November 17
November 10	November 24
November 12	December 1

Planning Committee & Finance Committee Meeting

7 – 9:00PM – Hurley Building

(1st Tuesday of the Month)

January	7	July	7
February	4	August	4
March	3	September	1
April	7	October	6
May	5	November	-
June	2	December	-

Environmental Committee & Ordinance Committee Meeting

7 – 9:00PM- Hurley Building

(3rd Tuesday of the Month)

January	21	July	21
February	18	August	18
March	24*	September	15
April	21	October	20
May	19	November	-
June	16	December	-

*4th Tuesday due to holiday on March 17th

RESOLUTION #2020-001

A RESOLUTION APPOINTING A CITY MARRIAGE OFFICER

WHEREAS, §39 of New York State Domestic Relations Law permits the governing body of any city to appoint one or more marriage officers authorized to solemnize a marriage in addition to the Mayor; and

WHEREAS, former Mayor Ellen Polimeni expressed an interest in continuing to serve the community as a marriage officer as it was one of the more pleasurable aspects of her role as mayor; and

NOW, THEREFORE, BE IT RESOLVED, that the Canandaigua City Council hereby establishes the position of Marriage Officer for the City of Canandaigua with a term of four (4) years; and

BE IT FURTHER RESOLVED, that the Marriage Officer shall receive no salary or wage for his/her work;

BE IT FURTHER RESOLVED, appoints Ellen Polimeni as a marriage officer for the City of Canandaigua with a term ending December 31, 2023;

ADOPTED this 6th day of January, 2020.

ATTEST:

Nancy C. Abdallah
City Clerk/Treasurer

§ 5-13. Marriage officers. [Amended 10-19-1992 by Ord. No. 93-92; 1-17-1996 by Ord. No. 3-96]

- A. The City Council has the power to appoint marriage officers to solemnize a marriage within the boundaries of the City of Binghamton.
- B. The Council for the City of Binghamton hereby creates two positions of marriage officers for the City of Binghamton pursuant to Domestic Relations Law § 11-c, and hereby appoints the City Clerk and the Deputy City Clerk as marriage officers for the City of Binghamton.
- C. The City Clerk and the Deputy City Clerk are currently paid employees and residents of the City of Binghamton and are hereby authorized to perform marriage solemnization services. If these services are performed during the normal work week of Monday through Friday between 9:00 a.m. and 5:00 p.m. the marriage officers shall provide said services without receiving additional remuneration or consideration for the performance of his/her duties as marriage officer. All marriage services are to be performed within the City of Binghamton.
- D. Records.
 - (1) Said marriage officers shall be required to maintain records of the marriage solemnization services that they perform by keeping a record of the name of the parties, their future address and phone number, the date and location of the performance of the service and the amount of any gift or gratuity that was received for performance of said service. These records are to be kept by each of the marriage officers separately.
 - (2) A report indicating the date and location of performance of a service and the amount of any gift or gratuity that was received for performance of the same is to be provided to each member of the Council of the City of Binghamton and to the Comptroller's office on a semiannual basis. The first report shall be due the first week of January 1996 and every six months thereafter. In the event that the Comptroller's office, the Corporation Counsel or any member of City Council wishes to review or have copies of the full record which includes the name and address of the parties for whom marriage solemnization services were performed, the marriage officer shall provide said records. Those receiving full records do so with the understanding that said records are to be received in confidence and the parties receiving said record are to avoid any public dissemination of said records in order to protect the confidentiality of the individuals for whom the service was provided.
- E. The term of the office of the marriage officers shall commence upon the effective date of this legislation and shall terminate on December 31, 1999, unless sooner terminated pursuant to Domestic Relations Law § 11-c, Subdivision 4.

45 N.Y. Jur. 2d Domestic Relations § 39

New York Jurisprudence, Second Edition | November 2019 Update

Domestic Relations

Keith A. Braswell, J.D.; Kristina E. Music Biro, J.D., of the staff of the National Legal Research Group, Inc.; Elizabeth M. Bosek, J.D.; Tracy Bateman Farrell, J.D.; Paul M. Coltoff, J.D.; Christine M. G. Davis, J.D., LL.M.; Glenda K. Harnad, J.D.; Laura Hunter Dietz, J.D.; John A. Gebauer, J.D.; Stephanie A. Giggetts, J.D.; Amy G. Gore, J.D., of the staff of the National Legal Research Group, Inc.; Tammy E. Hinshaw, J.D.; Thomas M. Fleming, J.D.; Rachel M. Kane, M.A., J.D.; Amy L. Kruse, J.D.; Andrew Lee, J.D.; Lucas Martin, J.D.; Thomas Muskus, J.D.; Karl Oakes, J.D.; Jeanne Philbin, J.D.; Caralyn M. Ross J.D.; Kimberly C. Simmons, J.D.; Jeffrey J. Shampo, J.D.; Eric C. Surette, J.D.; Susan L. Thomas, J.D.; Theodore Wyman, J.D.; Lisa A. Zakolski, J.D.; Judy E. Zelin, J.D. and Stephanie Zeller, J.D.

PART ONE. FAMILY RELATIONSHIPS, IN GENERAL

I. Marriage

C. Creation of Marital Status

3. Celebration or Solemnization of Marriage

b. Who May Solemnize Marriages

§ 39. Marriage by marriage officer

[Topic Summary](#) | [Correlation Table](#) | [References](#)

West's Key Number Digest

- West's Key Number Digest, [Marriage](#) § 27

The governing body of any village, town, or city may appoint one or more **marriage officers** authorized to solemnize a **marriage**, which **marriage** will be valid if performed in accordance with other provisions of law.¹ This does not nullify the authority of other persons authorized to solemnize **marriages**.²

The number of **marriage officers** appointed is to be determined by the governing body of the municipality.³ Such **marriage officers** must be 18 years of age or over, and reside in the municipality by which they are appointed.⁴ A **marriage officer** has the authority to solemnize a **marriage** within the territory of the municipality which makes the appointment.⁵

A **marriage officer** may receive a salary or wage in an amount to be determined by the governing body of the municipality.⁶ In the event that a **marriage officer** receives such a salary or wage, he or she may not receive any remuneration or consideration from any other source for performing his or her duties.⁷ In the event that a **marriage officer** does not receive a salary or wage, he or she may receive up to \$75 for each **marriage** at which he or she officiates, paid by or on behalf of the persons married.⁸

The term of office of a **marriage officer** is to be determined by the governing body which makes the appointments, but may not exceed four years.⁹ A **marriage officer** serves at the pleasure of the appointing authority and may be removed from office with or without cause on 10 days written notice filed with the clerk of the municipality and sent by registered mail, return receipt requested, to the **marriage officer**.¹⁰

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Footnotes

- 1 DRL § 11-c(1).
- 2 DRL § 11-c(1).
- 3 DRL § 11-c(2).
- 4 DRL § 11-c(2).
- 5 DRL § 11-c(2).
- 6 DRL § 11-c(3).
- 7 DRL § 11-c(3).
- 8 DRL § 11-c(3).
- 9 DRL § 11-c(4).
- 10 DRL § 11-c(4).

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RESOLUTION #2020-002

A RESOLUTION AMENDING THE BRISTOL STREET GROUND LEASE AGREEMENT

WHEREAS, in 2012, the City entered into a ground lease agreement with businesses on Main Street for the use of bulk waste receptacles on Bristol Street, also known as “dumpster farms;” and

WHEREAS, the original agreement included five businesses: Dick Anthony’s LTD, RV&E Bike & Skate, Eddie O’Brien’s, The Pickering Pub, and Rent-A-Center; and

WHEREAS, the agreement has been renewed annually with these five businesses, however there is now another business that would like to participate in the ground lease agreement; and

WHEREAS, Casa de Pasta has lost access to the bulk waste receptacle they used previously, and would like to be added as the sixth business to the aforementioned agreement; and

WHEREAS, in order to add Casa de Pasta to the agreement, the contract must be amended which requires City Council approval; and

WHEREAS, Staff recommends amending the agreement to include Casa de Pasta as the sixth business;

NOW, THEREFORE, BE IT RESOLVED, that City Council hereby amends the Bristol Street Ground Lease Agreement with Dick Anthony’s LTD, RV&E Bike & Skate, Eddie O’Brien’s, The Pickering Pub, and Rent-A-Center to include Casa de Pasta.

ADOPTED this 6th day of January, 2020.

ATTEST:

Nancy Abdallah
City Clerk/Treasurer

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT (“Agreement”) is made as of January 1, 2020, by and between the City of Canandaigua (“Lessor”), a municipal corporation with offices at 2 North Main Street, Canandaigua, New York and the following entities (individually, “Lessee”) (collectively, “Lessees”):

1. RV&E Bike & Skate, with offices at 168 South Main Street, Canandaigua, New York;
2. The Pickering Pub, with offices at 170 South Main Street, Canandaigua, New York;
3. Eddie O’Brien’s, with offices at 182 South Main Street, Canandaigua, New York;
4. Dick Anthony LTD, with offices at 166 South Main Street, Canandaigua, New York;
5. Rent-A-Center, with offices at South Main Street, Canandaigua, New York; and
6. Casa de Pasta, with offices at 125 Bemis Street, Canandaigua, New York.

WITNESSETH:

WHEREAS, Lessees wish to contract with Lessor for the use of a portion of the Bristol Street Municipal Parking Lot (as set forth on the attached map) (the “Premises”) for the limited purpose of storing containers for solid waste and recyclables, and the disposing of such solid waste and recyclables in said storage containers; and

WHEREAS, Lessor is willing to lease the Premises to Lessees in furtherance of Lessor’s commitment to support local businesses and maintain a clean, sanitary, and orderly downtown business district.

NOW, THEREFORE, it is hereby mutually covenanted and agreed by and between the parties hereto that this Agreement is made upon the terms, covenants, and conditions hereinafter set forth.

1. Term. The term of this Agreement shall be twelve (12) months (“Initial Term”), commencing on January 1, 2020 (“Commencement Date”) and terminating on December 31, 2020. Upon the written mutual consent of Lessor and any Lessee, this Agreement may be extended for four (4) additional twelve (12) month terms (“Renewal Term(s)”) for such consenting Lessee. Each Renewal Term shall be on the same terms and conditions as set forth in this Agreement, except that the Rent shall increase annually as provided for in Paragraph 2 below. Absent the written consent of Lessor and any Lessee to renew this Agreement, it shall automatically terminate as to such Lessee at the expiration of the Initial Term or any Renewal Term.

2. **Rent.** During the Initial Term, each Lessee shall individually pay Lessor the annual sum of \$1,985.00, to be paid in equal monthly installments of \$165.42 as rent (“Rent”). Beginning with the first month of any Renewal Term, and for each year thereafter for the duration of this Agreement, the monthly rent will increase by 5% over the previous year’s monthly rent per the schedule listed below. Rent shall be payable on the first day of each month in advance to Lessor at Lessor’s address as specified above.

Year	Annual Rent	Monthly Payment
2020	\$1,985.00	\$165.42
2021	\$2,084.25	\$173.69
2022	\$2,188.46	\$182.37
2023	\$2,297.89	\$191.49
2024	\$2,412.78	\$201.06

3. **Termination.** Except as otherwise provided herein, this Agreement shall terminate at the expiration of the Initial Term or any Renewal Term absent mutual written consent by the Lessor and any Lessee to renew this Agreement in accordance with Paragraph 1 above. If any individual Lessee elects not to consent to a Renewal Term, this Agreement shall terminate as to that Lessee but remain in full force and effect for those other Lessees who do consent to such Renewal Term. In addition, this Agreement may be terminated at any other time, without any penalty or further liability, upon written notice as follows:

A. By any party upon a default of any covenant or term hereof by the other party, which default is not cured within thirty (30) days of receipt of written notice of default (without, however, limiting any other rights available to the parties pursuant to any other provisions hereof); or

B. By any Lessee for any other reason upon sixty (60) days written notice from Lessee to Lessor.

If this Agreement is terminated at a time other than on the anniversary of the Commencement Date, Rent shall be prorated as of the date of termination (“Termination Date”) and in the event of termination of any reason other than nonpayment of Rent, all Rents paid in advance of the Termination Date for that period after the Termination Date shall be refunded to Lessee.

4. Intended Use. The Premises may be used by Lessees for the storage of containers for solid waste and recyclables and the disposal of such solid waste and recyclables (“Intended Use”). Lessees may not construct additional improvements, demolish and reconstruct improvements, or restore, replace and reconfigure improvements at any time during the Initial Term or any Renewal Term of this Agreement, without obtaining the appropriate prior written consent of Lessor. Such consent may be withheld in Lessee’s sole discretion.

5. Installation of Storage Containers. Lessees may install no more than four (4) solid waste or recyclable containers on the Premises. Lessees shall at all times ensure that only solid waste/recyclables created by Lessees are deposited on the Premises. Allowing any solid waste/recyclables not produced by Lessees to be deposited on the Premises shall be a violation of this Agreement.

6. Cleaning. Lessees shall be responsible for immediately cleaning up of any spillage of solid waste/recyclables on the pavement area outside the solid waste container. Lessees shall respond immediately to any complaints regarding overflow, improper disposal, smell, or general disruption of the area, by having the containers emptied and cleaned within twenty-four (24) hours of such complaint. Lessees shall ensure that at all times the Premises is properly fenced and screened in accordance with the City of Canandaigua Code. The fence surrounding the Premises shall be locked and secured at all times, except for such times when disposal is being made by any Lessee, or such Lessee’s employees or agents.

7. Maintenance. Lessees shall maintain the Premises in a neat, clean, and orderly manner; use and maintain the Premises in accordance with applicable police, sanitary and all other regulations imposed by governmental authorities; observe all reasonable regulations and requirements of underwriters concerning use and condition of the Premises tending to reduce fire hazard and insurance rates; and immediately inform Lessor if damage has been caused to the Premises. Lessees shall not cause or permit any misuse of the Premises. Lessees shall reimburse Lessor for all damages caused by such misuse; for all permit, inspection and certification costs Lessees incur because of Lessees’ noncompliance with this Agreement or applicable laws; and for all damages resulting from Lessees’ not timely reporting the need for repair or maintenance. Lessor may invoice Lessees for the cost of any repairs/replacements (other than normal wear and tear) during the term of this Agreement. The amount of such invoices is deemed unpaid rent and shall be due with the rental installment for the month following the month in which the invoice is sent.

8. Interference. Lessor shall not use any portion of adjacent real property owned by Lessor in any way which interferes with Lessees’ Intended Use of the Premises, excluding any construction, maintenance, or repairs of the adjacent property. Such interference shall be deemed a material breach of this Agreement by Lessor and Lessor shall have the responsibility to terminate said interference. In the event any such interference does not cease or is not promptly rectified, Lessor acknowledges that Lessees shall have the right to terminate this Agreement immediately upon notice to Lessor.

9. Improvements and Access. Lessees shall have the right, at Lessees’ sole cost and

expense, to erect and maintain on the Premises the following limited improvements: locks, radio transmitting and receiving antennas, communications equipment, and video equipment. Said improvements shall remain the exclusive property of Lessees throughout the term of this Agreement and upon its termination. Lessor grants Lessees a non-exclusive license for ingress and egress across other real property owned by Lessor, to an open and improved public road that presently exists, as reasonably required for the Intended Use of the Premises. Said License shall terminate as to each Lessee upon the termination of this Agreement as to each such Lessee, and Lessees shall remove all personal property and facilities within thirty (30) days following any termination of this Agreement.

10. Assignments and Subleases. Any Lessee may transfer its interest in this Agreement to a successor entity, provided that the successor entity assumes, recognizes and also agrees in writing to become responsible to Lessor for the performance of all terms and conditions of this Agreement. Lessees must provide written notice to the Lessor of the name, phone number and address of the proposed successor entity at least twenty (20) days prior to any transfer of rights under this Agreement.

11. Taxes. Lessees shall pay any personal property taxes assessed on, or any portion of such taxes attributable to the Premises. Lessor shall pay when due all real property taxes and all other fees and assessment attributable to the Premises. Lessees shall pay as additional Rent any increase in real property taxes levied against the Premises that are directly attributable to Lessees' use of the Premises if Lessor furnishes proof of such increase to Lessees. In the event Lessor fails to pay when due any taxes affecting the Premises or the Easement, Lessees shall have the right but not the obligation to pay such taxes and deduct the full amount of the taxes paid by Lessees on Lessor's behalf from future installments of Rent.

12. Insurance. Each Lessee will carry during the Initial Term and any Renewal Term, at its own cost and expense, the following insurance:

- A. "All Risk" property insurance for its property's replacement cost;
- B. Commercial general liability insurance with a minimum limit of liability of \$1,000,000.00, combined single limit for bodily injury or death/property damage arising out of any one occurrence;
- C. Workers' Compensation Insurance as required by Law; and
- D. Disability Insurance as required by law.

Lessees shall furnish evidence of the above insurance, by means of a Certificate of Insurance, with thirty (30) days' notice of cancellation or non-renewal, to the Lessor and shall also name the Lessor as an additional named insured with regard to the policy(ies) listed above. Lessees shall cause each insurance policy carried by Lessee insuring the Premises and its fixtures and contents against loss by fire and causes covered by standard extended coverage to be written in a manner so as to provide that the insurance company waives all right of recovery by way of subrogation against Lessor in connection with any loss or damage covered by such policies, and Lessee will supply to Lessor proof of compliance with this provision. Neither party shall be liable to the other for any loss or damage caused by fire or any of the risks enumerated in standard extended coverage insurance, provided the aforementioned insurance was obtainable at the time of such loss or damage. Any incident triggering coverage or notice to the appropriate insurance carrier shall be reported to the office of the City Manager of the City of Canandaigua as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Lessor as soon thereafter as possible and not later than three (3) days after the date of such accident.

13. Environmental Compliance. Lessee agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Premises in violation of any law or regulation.

14. Environmental Agreements.

A. Lessee agree that Lessee will be responsible for compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or other matters as many now or at any time hereafter be in effect, that are now or were related to Lessee's activity conducted in or on the Premises.

B. Lessee agrees to assume all duties, responsibilities and liabilities – at its sole cost and expense – for payment of penalties, sanctions, forfeitures, losses, costs or damages and for responding to any action, notice, claim order, summons, citation, directive, litigation, investigation or proceeding which is related to (i) Lessee's failure to comply with any environmental or industrial hygiene law, including ,without limitation, any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or matters as may now or hereafter be in effect; and (ii) any environmental or industrial hygiene conditions that arise out of our are in any way related to the condition of the Premises or activities conducted by the party thereon, unless the environmental conditions are caused by the other party.

C. The assumption of costs of this Paragraph specifically include reasonable costs, expenses and fees incurrent in connection with any investigation of the condition of the Premises or any clean-up, remedial, removal or restoration work required by an governmental authority. The provisions of this Paragraph will survive the expiration or

termination of this Agreement.

15. 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. Lessee agrees to accept service of process at the address listed above in any action brought by Lessor pursuant to this Agreement.

16. Successors and Assigns. This Agreement shall run with the Premises and shall be binding upon and inure to the benefit of the parties, their respective heirs, successors, personal representatives and assigns.

17. Miscellaneous.

A. This Agreement constitutes the entire agreement and understanding of Lessor and Lessee with respect to the subject matter of this Agreement, and supersedes all offers, negotiations and other agreements.

B. There are no representations or understanding of any kind not set forth herein. Any amendments to said Agreement must be in writing and executed by Lessor and Lessee.

C. This Agreement shall be construed in accordance with the laws of the State of New York.

D. If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Agreement as of the above date, to take effect on the later of the dates following each respective signature.

CITY OF CANANDAIGUA

By: _____
Title: _____
Date: _____

LESSEE 1

By: _____
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LESSEE 6

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Date: _____

*** VERIFICATIONS TO FOLLOW ***

RESOLUTION #2020-003

A RESOLUTION AWARDING A CONTRACT FOR HVAC UPGRADES

WHEREAS, the HVAC system at the Water Treatment Plant, which is original to the building was last upgraded in 1979, and needs to be replaced; and

WHEREAS, in addition to upgrading the existing HVAC, the replacement will be an energy efficient system supporting the City's commitment to environmental stewardship and furthering its sustainability initiatives; and

WHEREAS, bids for the project were opened October 11, 2019, with 9 vendors responding; and

WHEREAS, the lowest responsible bid was submitted by Landry Mechanical Contractors, located at 164 Flint Hill Road in Leroy, NY for a total cost of \$247,200; and

WHEREAS, Staff recommends awarding the contract to Landry Mechanical Contractors;

NOW, THEREFORE, BE IT RESOLVED, that City Council hereby awards a contract to upgrade and replace the HVAC system at the Water Treatment Plant to Landry Mechanical, located at 164 Flint Hill Road in Leroy, NY for an amount not to exceed \$247,200.

ADOPTED this 6th day of January, 2020.

ATTEST:

Nancy Abdallah
City Clerk/Treasurer

CITY OF CANANDAIGUA

BID TABULATION

WTP HVAC Improvements Contract 2019/RFP

Bid Opening: Friday, October 11, 2019 at 2:00 p.m.

BIDDER

Bid Amount

<p>Landry Mechanical Contractors 164 Flint Hill Road Leroy, NY 14482 (585) 538-6000 jasond@landrymechanicalcontractors.com Jason Landry</p>	<p>\$247,200</p>
<p>Bell Mechanical Contractors 105 Lincoln Parkway East Rochester, NY 14445 (585) 586-1380 Dennis.bell@bellmc.com Dennis Bell</p>	<p>\$252,400</p>
<p>John W. Danforth 930 Old Dutch Road Victor, NY 14564 (585) 924-7030 mranalletta@jwdanforth.com</p>	<p>\$279,000</p>
<p>HMI Mechanical Systems, Inc. 17 Thurber Drive Waterloo, NY 13165 (315) 946-6903 phil@hmimechanical.com</p>	<p>\$282,000</p>
<p>Crosby- Brownlie Inc. 100 Nassau Street Rochester, NY 14605 (585) 325-1290 jbrownlie@crosbybrownlie.com Jason Brownlie</p>	<p>\$282,000</p>

Lawman Heating and Cooling 5813 Stone Hill Road, PO box 367 Lakeville, NY 14480 (585) 346-3060 patjr@lawmanhc.com Patrick Lawler	\$287,000
Wyco Mechanical 81 Shumway Road Brockport, NY (585) 637-6925 wyco@wycomechanical.com John Tscheiter	\$289,496.99
Lloyd Mechanical Co. LLC 10 Eisenhower Drive Brockport, NY 14420 (585) 637-2320 Plloyd2@rochester.rr.com	\$306,000
T. Bell Construction Corporation 45 Regency Oaks Blvd. Rochester, NY (585) 594-1150 mloveland@tbellcc.com	\$338,600

