

7. Resolutions:

Resolution #2020-045:

A Resolution Authorizing a Sewer Fund Capital Budget Amendment to Replace the Emergency Generator at Towne Harbor Lift Station

Resolution #2020-046:

A Resolution Approving the Community Choice Aggregation Electricity Supply Agreement

Resolution #2020-047:

A Resolution Awarding Bid for PRV and Guard Valves and Budget Amendment

Resolution #2020-048:

Resolution Approving Settlement of Pending Tax Assessment Litigation with Fort Hill Housing Development Fund Company, Inc., Conifer Fort Hill Associates, L.P., and Auditorium at Fort Hill, LLC.

Resolution #2020-049:

A Resolution Retaining Boylan Code LLP as Corporation Counsel

Resolution #2020-050:

A Resolution Supporting the Renaming of Court Street to Susan B. Anthony Lane

8. Ordinances:

9. Local Laws:

10. Manager's Report

11. Appointments

12. Miscellaneous

13. Adjournment

City of Canandaigua

Clean Energy Choices



Let's create change together



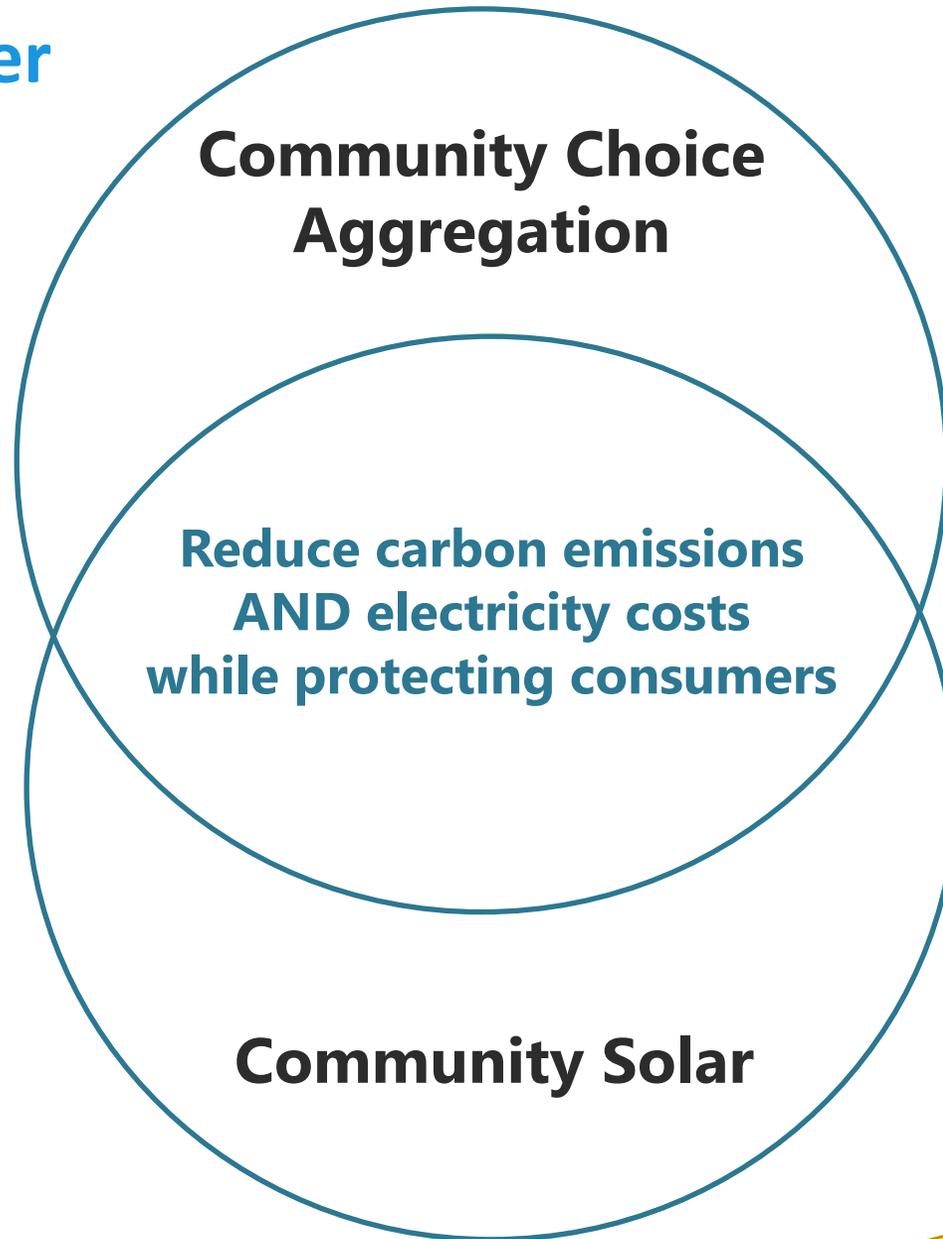
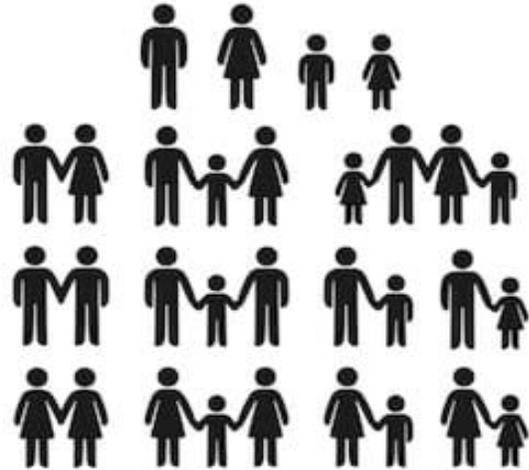


Gateway Community Power

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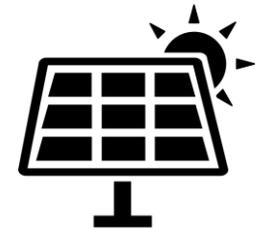
Gateway Community Power Program Options



Community Choice Aggregation

**Reduce carbon emissions
AND electricity costs
while protecting consumers**

Community Solar

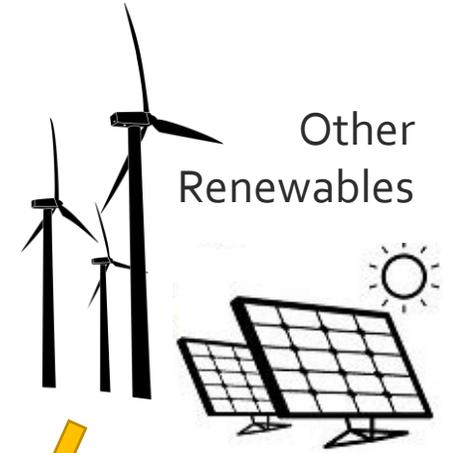
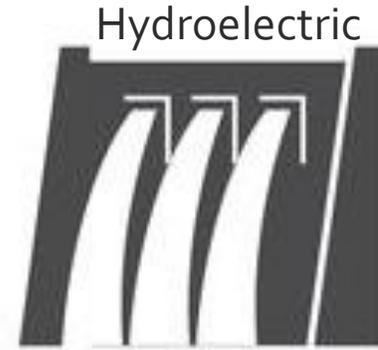
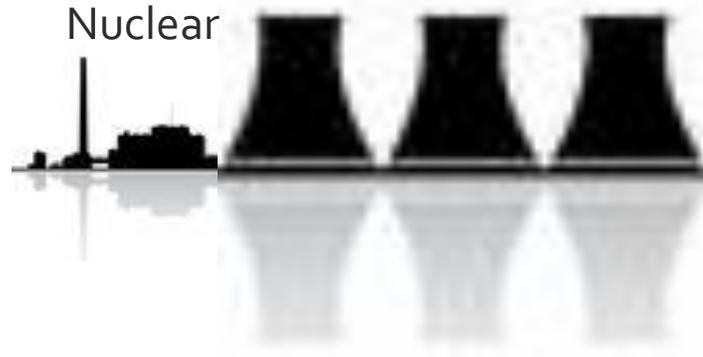
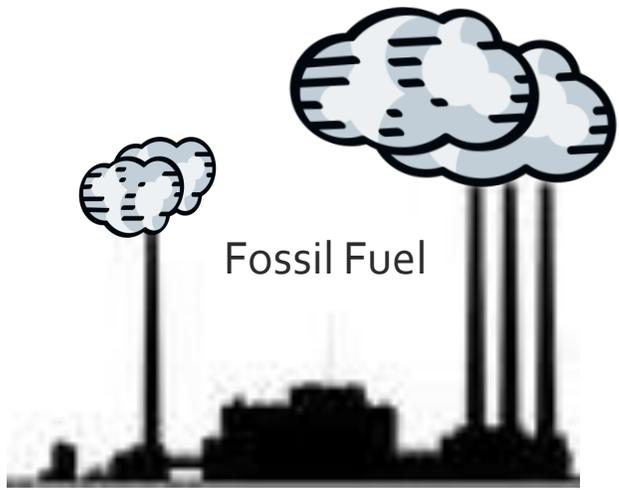


OVERVIEW

- What is Community Choice Aggregation?
- What are the benefits of CCA?
- What organizations can implement CCA?
- How does CCA work?

- How is Community Solar related?





30%

31%

32%

7%

Traditional Electricity Mix for Greater Rochester

Source: EPA – <https://www.epa.gov/energy/power-profiler>



- Delivery vs. Supply
- Supplier is the utility
- Supply charge is low by comparison with other parts of the state

DETAIL OF CURRENT CHARGES

Delivery Services

Service Period	No. of days	Current Reading	-	Previous Reading	=	Total Usage
Nov 21 - Dec 22	31	75021 <i>Actual</i>		73487 <i>Actual</i>		1534 kWh

METER NUMBER 45201637 NEXT SCHEDULED READ DATE ON OR ABOUT Jan 25

RATE Electric SC1 Non Heat

Basic Service (not including usage)						17.00
Delivery	0.050559	x	1534 kWh			77.56
SBC	0.006358	x	1534 kWh			9.75
Legacy Transition Chrg	0.000674	x	1534 kWh			1.03
RDM	-0.00171	x	1534 kWh			-2.62
Transmission Rev Adj	-0.00333	x	1534 kWh			-5.11
Tariff Surcharge	2.04082 %					1.98
Total Delivery Services						\$ 99.59

Supply Services

SUPPLIER Rochester Gas & Electric

Electricity Supply	0.04518	x	1534 kWh			69.31
Merchant Function	0.00172687	x	1534 kWh			2.65
ESRM	-0.003603	x	1534 kWh			-5.52
Total Supply Services						\$ 66.44



CURRENT - WITHOUT CCA THE ELECTRICITY

Traditional Generation Mix



Generators provide
electricity
to
the
grid

Energy
Suppliers/Brokers

Utilities

Utility transports
electricity
to
customers

Customers



CURRENT - WITHOUT CCA WHEN YOU PAY YOUR BILL

Traditional Generation Mix



Energy
Suppliers/Brokers

Utilities

Utility pays ~~\$\$\$~~ suppliers/brokers for supply

Customers

~~\$\$\$~~ ~~\$\$\$~~

Customers pay utility bill for both supply and delivery



CURRENT - WITHOUT CCA

Traditional Generation Mix



Generators provide electricity to the grid

Energy Suppliers/Brokers

Utility pays \$ suppliers/brokers for supply

Utilities

Utility transports electricity to customers

Customers

Customers pay utility bill for both supply and delivery



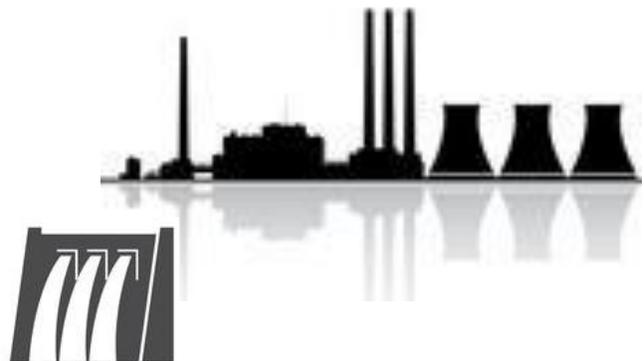
WHAT IS COMMUNITY CHOICE AGGREGATION (CCA)?

- Energy purchase program authorized by the Public Service Commission (PSC) in April 2016
- Allows municipalities to aggregate energy demand and negotiate bulk purchase
- Shift the selection of the default supplier from the state (the utility) to your local municipality
- All energy customers are eligible to participate, but some are automatically in the program (opt-out) and some must opt-in based on their service classification

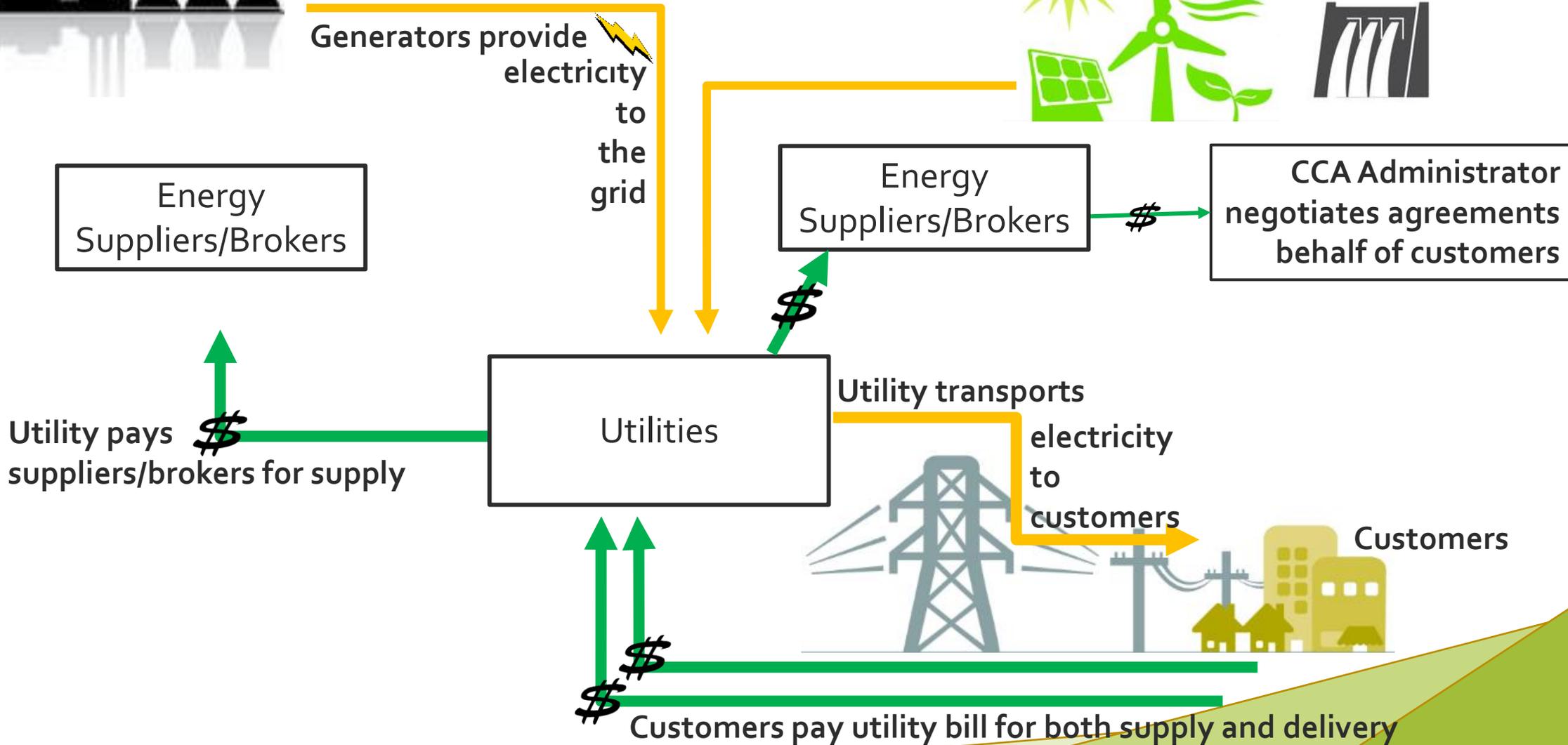


PROPPOSED WITH CCA

Traditional Generation Mix

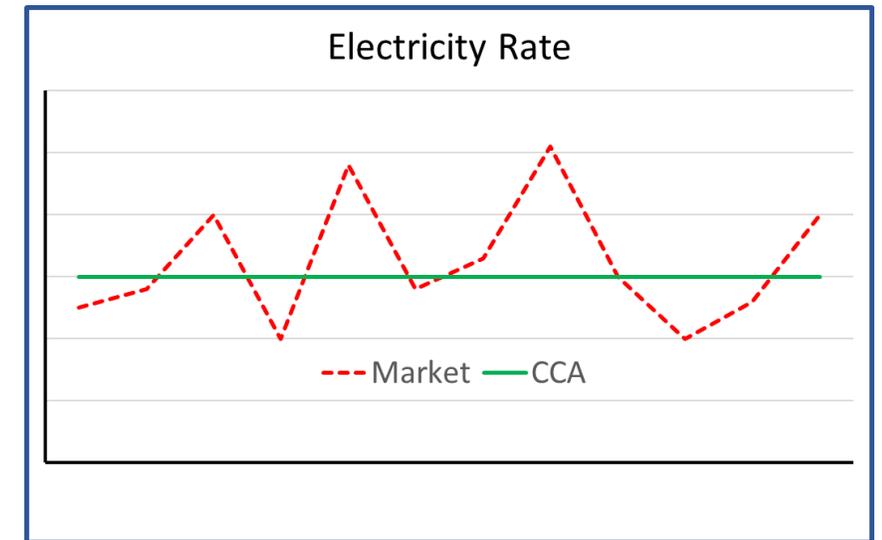


Renewable Generation



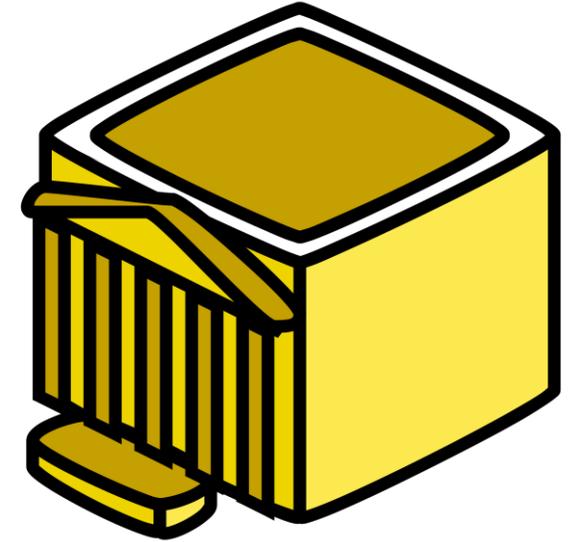
WHAT ARE THE BENEFITS OF CCA?

- Enables local control of selecting default supplier
- Reduced electric rates for residents and small businesses
- Reduced price volatility through fixed rate and longer-term contracts
- Can accelerate the transition to renewable energy



WHO CAN AUTHORIZE CCA?

- Villages
- Towns
- Cities



Multiple municipalities can work together to form a single CCA that serves several communities and further aggregates energy demand.



Gateway Community Power



CCA PROGRAM OVERVIEW

- May aggregate electric supply, gas supply, or both
- Customers enrolled on an opt-out basis, but opt out to be easy
- Customers already contracted with a third-party supplier may opt-in
- May choose a 100% renewable electricity supply as the default



IMPACT TO CUSTOMERS



Options available to customers	<u>Without CCA</u>	<u>With CCA</u>
Choose utility supplied electricity	Yes default – do nothing	Yes opt out of CCA
Choose ESCO supplied electricity	Yes	Yes opt out or remain out
Enjoy bulk buying benefits	No	Yes default – do nothing



QUESTIONS



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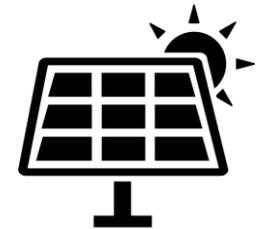
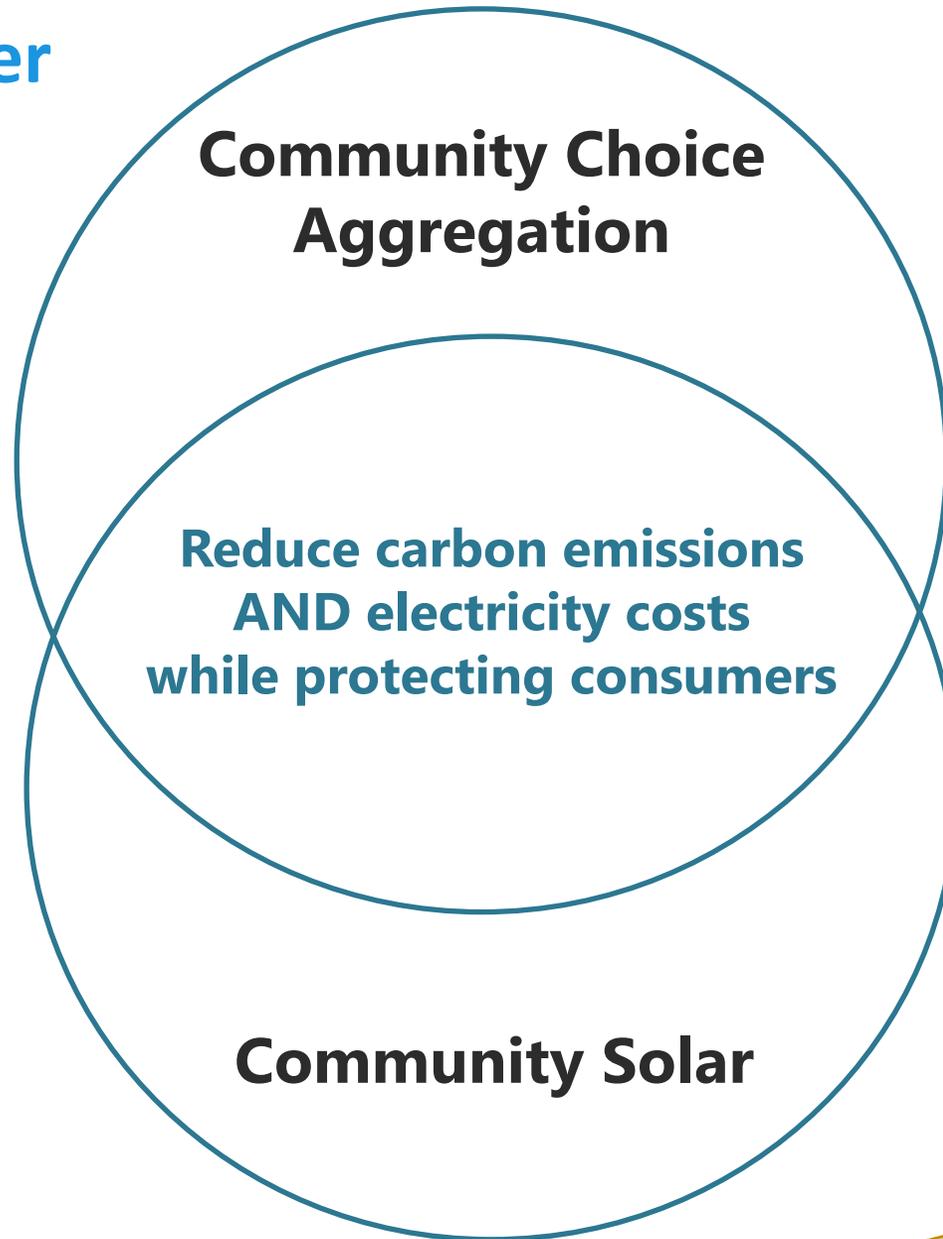
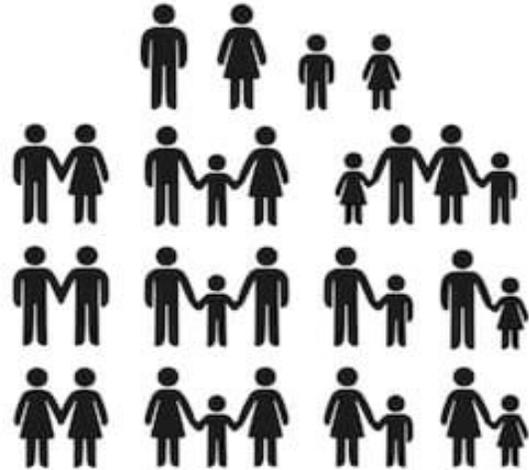
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Gateway Community Power Program Options



WHAT IS COMMUNITY SOLAR?

- A solar power plant or farm serving many customers and located in the same utility territory as the customers
- Provides subscribed customers monetary benefits in the form of credits on their electric bills
- Customers receive a second bill for the cost of the credits
- Often referred to as Community Distributed Generation or CDG



FEATURES OF COMMUNITY SOLAR

- **Guaranteed customer savings on electricity**
 - Typically yields 5-10% savings annually
- **Customers must sign up for community solar**
- **Supports one or more solar project in the region**
- **Directly aids in the transition to renewable energy**



QUESTIONS



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TWO PROGRAMS – TWO OPPORTUNITIES

Community Choice Aggregation (CCA)

- Electricity purchase program
- Your municipality chooses default supplier
- Goals
 - Reduce electricity rate
 - Purchase 100% renewable
 - Flat rate to reduce volatility
- Program is opt-out – eligible customers are in unless they opt out
- It is easy to opt out

Community Solar (CDG)

- Electricity purchase program
- Local solar generation project
- Goals
 - Customer savings of 5-10%
 - Support local solar development
 - Generate sustainability funds for municipality
- Participants receive on-bill credits and a second bill from solar developer
- Program is opt-in – eligible customers are out unless they opt in

- Customers can participate in either program, neither program or both
- Participation in both yields full benefit of each program to participant
- Both programs are compatible with budget billing



WHAT YOU CAN DO TO HELP

- Tell your friends and neighbors
- Engage on social media
 - Gateway Community Power
 - Roctricity
- Help us identify presentation opportunities



NEXT STEPS

- CCA details developed and pricing secured
- Public outreach:
 - Program letter sent via mail - decision point
 - Utility confirmation mailing
 - Social media announcements
- New supplier identified on bill - est. fall
- More outreach regarding community solar





Gateway Community Power

www.gatewaycommunitypower.com



QUESTIONS



Gateway Community Power



Roctricity.com

You can also reach us at
585-244-0244
info@roctricity.com

TWO PROGRAMS – TWO OPPORTUNITIES

Community Choice Aggregation (CCA)

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CITY OF CANANDAIGUA COMPREHENSIVE PLAN

2020 UPDATE

Comprehensive Plan Review Committee

- **Members:**

- Thomas F.T. Lyon- Chair
- Maggie Bringewatt – Resident
- Sean Buck- Resident
- Eric Cooper- Town Planner/Resident
- Jamie Hitchcock-ZBA
- Robert O’Brian- City Council
- Terri Silverman- Resident
- Stanley Taylor- Planning Commission
- Ryan Wilmer- Resident

- **Staff Support:**

- Richard Brown- Director of Development and Planning

- **Former Members:**

- Jeremy Steele-Perkins- Resident
- Lindsey Pennise- Planning Commission
- Cindy Wade- Resident

Outline

Citywide Concerns

1. Transportation
2. Housing
3. Parks and Recreation
4. Economy
5. Historic Preservation
6. Urban Forestry
7. Environment
8. Intermunicipal Opportunities

Focus Areas

1. Downtown
2. South Main Street
3. Lakeshore
4. Eastern Boulevard
5. North East Quadrant
6. South East Quadrant
7. Health Care District

Goals

Citywide Concerns

1. Transportation

- Provide for an efficient, safe, multi-modal private and public traffic flow on city streets, and encourage a shift from personal vehicles to other means of transportation

2. Housing

- Provide opportunities for a variety of residential units, and price points that will integrate new development into existing neighborhoods by reflecting the architectural style and citing characteristics of those neighborhoods, as well as encourage development of higher density residential alternatives. In addition, the City should encourage rehabilitation of existing housing stock.

3. Parks and Recreation

- Provide a wide range of active and passive recreational uses in a manner that features and complements the Canandaigua environment.

4. Economy

- Promote economic development, mixed-use neighborhoods, capitalize on the unique characteristics of the city, like Downtown and Lakeshore, and develop a sound niche market in the regional economy in order to increase the property tax base, expand employment opportunities, and raise household income levels.

5. Historic Preservation

- Promote the history of Canandaigua throughout the community and in the tourism economy, and continue to encourage the preservation and rehabilitation of designated historic structures and neighborhoods.

6. Urban Forestry

- Develop, protect and enhance the urban forest and the historic character of our streetscape.

7. Environment

- Ensure the long-term health of the environment through local initiatives and participation in local, state, and national efforts.

8. Intermunicipal Opportunities

- Identify and maximize opportunities to promote increased efficiencies, and provide a greater level of service for residents through shared revenues and resources, and sources of funding through multi-jurisdictional cooperation

Focus Areas



Goals

Focus Areas

1. Downtown

- Invigorate downtown's role as a cultural, economic and social center of the greater community and promote downtown as a safe, inviting and vital area for community activity.

2. South Main Street

- Encourage development of South Main Street as a high-density mixed-use neighborhood that links Downtown to Lakeshore with an inviting pedestrian environment.

3. Lakeshore

- Promote the lakefront as a balanced, mixed-use area focusing on year-round public access to Canandaigua Lake with a streetscape design that is pedestrian friendly oriented, and has open areas with courtyards, patios and alleyways.

4. Eastern Boulevard

- Eastern Boulevard should continue to provide a location for auto-oriented commerce that would be less appropriate in the historic districts of the city. However, the City should allow higher-density residential along with increased provisions for multi-model use. Efforts should be made to improve the overall appearance of the district, especially within the street right-of way

5. North East Quadrant

- Complete this area as a medium-density residential district with the characteristics of a traditional Canandaigua neighborhood.

6. South East Quadrant

- Develop this area as a mixed-use district with a blend of high-density residential properties adjacent to Jefferson Park

7. Health Care District

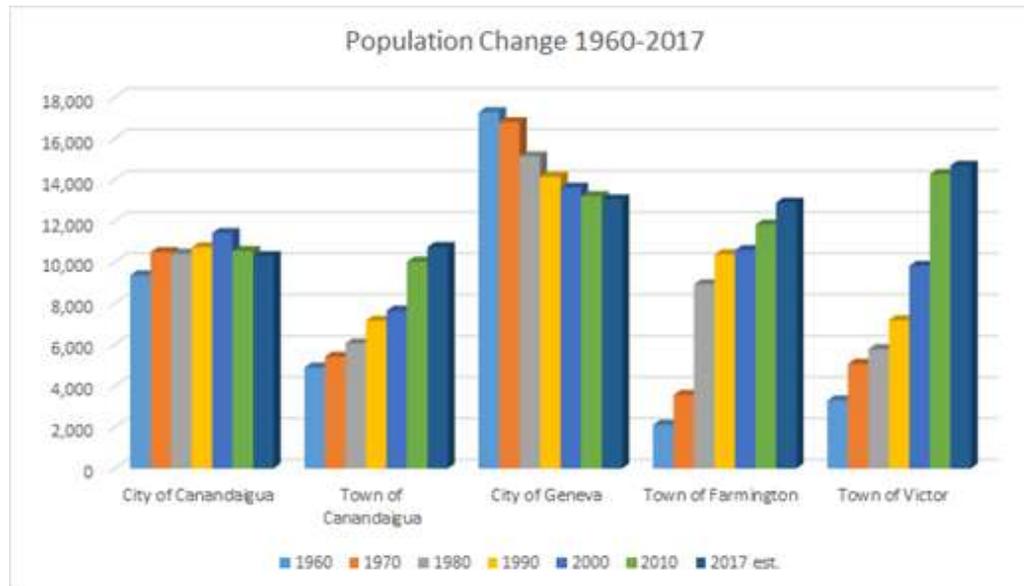
- Continue to develop the area as a more unified healthcare campus

Demographics

Demographics, US Census	City of Canandaigua			Ontario County			New York State		
	2010	2017 est	Difference	2010	2017 est	Difference	2010	2017 est	Difference
Total Population, 2017 estimate	10,545	10,402	-143		109,491	109,491		19,798,228	19,798,228
Land Area (sq/mi)	4.6	4.6	NA	644	644	NA	47,214	47,214	NA
Median Age	42.5	42.6	0	42.1	43.4	1.3	38	38.4	0.4
< 5 yrs	4.9%	5.0%	0.1%	5.4%	5.1%	-0.3%	6.0%	5.9%	-0.1%
< 18 yrs	20.2%	19.7%	-0.5%	22.5%	20.8%	-1.7%	22.3%	21.2%	-1.1%
> 65 yrs	19.1%	21.1%	2.0%	15.4%	18.2%	2.8%	13.5%	15.2%	1.7%
% White	95.1%	94.0%	-1.1%	93.7%	92.7%	-1.0%	65.7%	63.8%	-1.9%
% Male, > 18 Yrs	47.0%	46.0%	-1.0%	48.9%	48.4%	-0.5%	48.4%	47.8%	-0.6%
Average Household Size	2.14	2.13	-0.01	2.43	2.39	-0.04	2.61	2.63	0.02
% Family w/ No Husband Present	11.2%	9.9%	-1.3%	9.1%	10.2%	1.1%	14.8%	14.3%	-0.5%
% High School Graduation	92.5%	95.2%	2.7%	89.7%	93.2%	3.5%	84.9%	86.1%	1.2%
% Bachelors or higher	34.4%	39.5%	5.1%	32.3%	33.7%	1.4%	32.6%	35.3%	2.7%
College Inc. Associates	47.5%	54.2%	6.7%	43.0%	47.3%	4.3%	40.8%	44.0%	3.2%
Median Household income	\$43,776	\$46,424	\$2,648	\$53,567	\$61,710	\$8,143	\$54,148	\$62,765	\$8,617
Median Family Income	\$66,659	\$70,172	\$3,513	\$65,350	\$78,750	\$13,400	\$65,897	\$77,141	\$11,244
% Below Poverty	13.5%	14.7%	1.2%	9.9%	9.7%	-0.2%	14.9%	15.1%	0.2%

Source: US Census American Fact Finder v2017

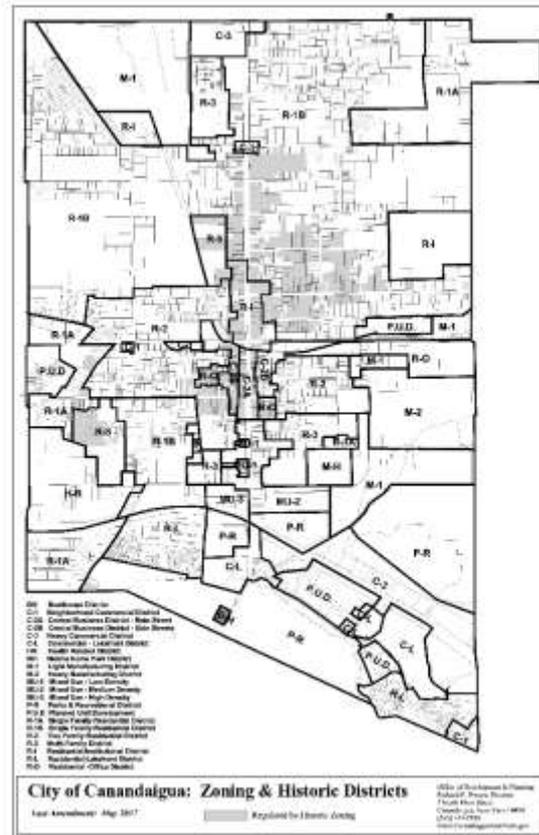
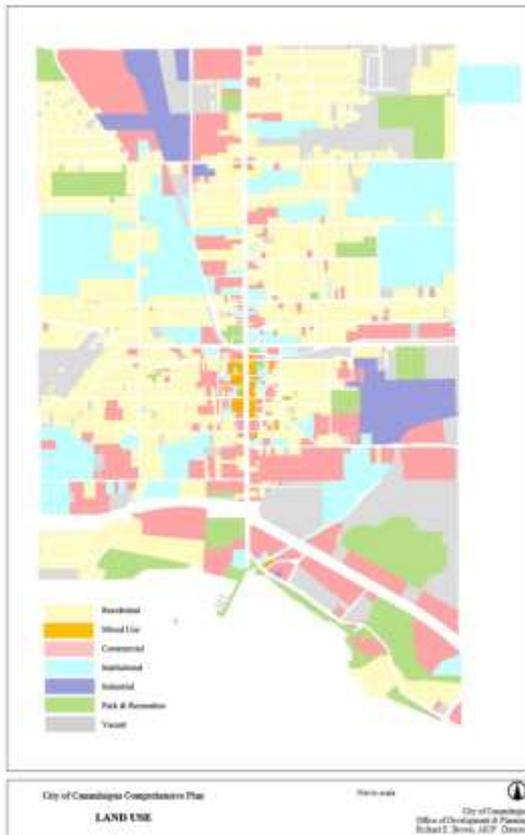
Demographics



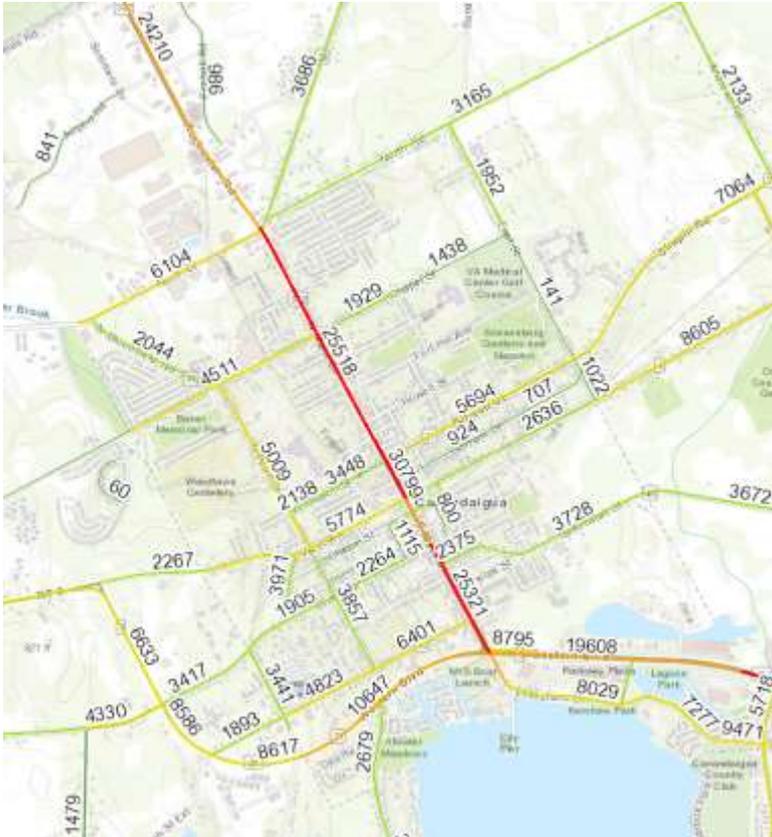
POPULATION	1960	1970	1980	1990	2000	2010	2017 est.
City of Canandaigua	9,370	10,488	10,419	10,725	11,418	10,545	10,289
Town of Canandaigua	4,894	5,419	6,060	7,160	7,649	10,020	10,733
City of Geneva	17,286	16,793	15,133	14,143	13,617	13,207	13,048
Town of Farmington	2,114	3,565	8,933	10,381	10,585	11,825	12,891
Victor Town & Village	3,295	5,071	5,784	7,191	9,23	14,275	14,681
Ontario County	68,070	78,849	88,909	95,101	100,224	107,931	109,899

Source: US Census American Fact Finder v2017

Land Use



Transportation



Street	Vehicles Per Day
Downtown	30,799
North Main Street (Rt 332)	25,518
South Main Street (Rt 332)	25,321
Eastern Blvd (5/20)	19,608
Western Blvd (5/20)	10,647
Parrish Street	6,401
North Street	6,104
West Avenue	5,774
Gibson St	5,694
North Pearl Street	5,009
Buffalo Street	4,511
South Pearl Street	3,857
Saltonstall	3,728
North Road	3,165

Source NYDOT Traffic Data Viewer v2015

Housing

HOUSING SUMMARY	City of Canandaigua	Town of Canandaigua	City of Geneva	Town of Victor	Town of Farmington	Ontario County
Total Housing Units	5,223	5,103	5,300	5,987	5,350	50,074
Built Before 1939	45.7%	13.8%	64.6%	11.4%	6.0%	30.2%
Built After 2014	1.3%	3.0%	0.0%	3.4%	1.3%	1.2%
Owner Occupancy	56.3%	68.4%	49.1%	81.7%	72.4%	73.2%
Vacant Units	8.3%	11.2%	10.2%	4.9%	1.9%	11.6%
Cost of Home ownership >30% household income	10.6%	17.1%	22.8%	17.0%	15.3%	13.7%
Cost of Rent > 30% household income	42.6%	60.1%	51.8%	49.4%	54.8%	49.6%
Median Value of Owner-Occupied Units	\$161,300	\$225,900	\$93,700	\$258,200	\$158,800	\$156,500

Source: US Census American Fact Finder v2017

NEW HOUSING STARTS: 2012-2019			
	Detached	Attached	Total
2012	4	0	4
2013	7	0	7
2014	9	0	9
2015	6	0	6
2016	11	0	11
2017	10	135	145
2018	6	0	6
2019	8	0	8
Totals	61	135	196

Between 2015 and 2019 four additional multifamily and condo developments have been approved (Canandaigua Finger Lakes Resort, former Labelon, Phase 2 Pinnacle North, Factory 243) putting an additional 342 housing units in the queue, which is more units than the past 10 years combined.

Economy

Employment By Sector	City of Canandaigua		Ontario County	
Civilian employed population 16 years and over	5,062		54,398	
Educational services, health care, and social assistance	1,628	32.2%	15,320	28.2%
Entertainment, recreation, accommodation, food service	698	13.8%	5,214	9.6%
Retail trade	629	12.4%	6,809	12.5%
Manufacturing	485	9.6%	7,671	14.1%
Professional, scientific, and management...	322	6.4%	4,484	8.2%
Public administration	300	5.9%	2,171	4.0%
Construction	275	5.4%	2,976	5.5%
Other services, except public administration	225	4.4%	2,384	4.4%
Finance and insurance, real estate, rental and leasing	195	3.9%	2,519	4.6%
Transportation and warehousing, and utilities	104	2.0%	1,617	3.0%
Wholesale trade	83	1.6%	1,277	2.4%
Information	71	1.4%	1,037	1.9%
Agriculture, forestry, fishing and hunting, and mining	47	0.9%	919	1.7%

Source: US Census American Fact Finder v2017

Comprehensive Plan Main Points

- 1. Prioritize implementation of prior plan recommendations**
 - Active Transportation Plan, Blue Zone Strategy, Parks Master Plan, Strategic Economic Development Plan
- 2. Identify gaps in existing planning knowledge**
 - Comprehensive Housing Affordability Strategy(CHAS), Tourism Needs Assessment and Market Analysis, design study for 5&20/332 intersection
- 3. Permit higher density and housing alternatives particularly in undeveloped areas of NE and SE of the City, and near Downtown**
 - Reduce lot minimum to 5,000 SF
 - Consider attached, duplex, multiplex, rowhouse, infill, adaptive reuse, mixed-use
- 4. Promote walkability and connectivity throughout the community**
 - Expand and enhance existing bike lanes and walking paths
 - Discourage dead-end streets in new development
 - Ensure sidewalks are free of debris, vehicles, and snow
- 5. Direct grants and public incentives to support projects that clearly advance the goals of the Comp Plan**
 - Historic housing rehabilitation
 - Small business development fund
 - Adaptive reuse and infill
- 6. Support our natural beauty and enhance our environment.**
 - Parks and street tree maintenance
 - Explore 'green initiatives'
 - Protect lake water quality

Comprehensive Plan Implementation

The 2020 Census will be publically available by the next review of the Comprehensive Plan, which should provide detail needed for long-range planning. To address the goals, vision and concerns of this comprehensive plan it is important to engage residents, staff, elected officials, and service partners in continuous efforts to prioritize and review this and subsequent planning documents. To that end the City should:

1. Establish a Comprehensive Plan Implementation Committee to provide ongoing strategic input.
2. Conduct a comprehensive review and revision of zoning throughout the City.
3. Conduct a Community Survey before next full comprehensive review.

RESOLUTION #2020-045

A RESOLUTION AUTHORIZING A SEWER FUND CAPITAL BUDGET AMENDMENT TO REPLACE THE EMERGENCY GENERATOR AT TOWNE HARBOR LIFT STATION

WHEREAS, last year the emergency generator at the Towne Harbor lift station developed mechanical problems; and

WHEREAS, the existing unit is approximately 40 years old, and although the manufacturer is still in business, parts to repair the engine are not currently available so the replacement of this unit, which was already in the Sewer Fund Capital Plan, was included in the 2020 budget; and

WHEREAS, the project entails the removal of the existing emergency generator and fuel tank, and installation of replacement with a new modular option that includes the engine, generator and fuel tank in one unit; and

WHEREAS, the project will require electrical work and some improvements to the lift station enclosure, including the installation of drywall to meet the Fire Code and new duct work to discharge the engine exhaust; and

WHEREAS, the total price of the proposed work is estimated at \$48,550, but only \$35,000 was budgeted for the project; and

WHEREAS, Staff recommends a Sewer Fund Capital Budget Amendment of \$13,550 to cover the remaining cost of the replacement, and this recommendation was reviewed and approved at the June 16th Environmental Committee meeting;

NOW, THEREFORE, BE IT RESOLVED, that City Council hereby authorizes a Sewer Fund Capital Budget Amendment of \$13,550 from other sewer fund capital projects that have sufficient funding to be transferred to cover the remaining cost of the generator replacement.

ADOPTED this 2nd day of July, 2020.

ATTEST:

Nancy Abdallah
City Clerk/Treasurer

CITY OF CANANDAIGUA
NEW YORK
DEPARTMENT OF PUBLIC WORKS

James P. Sprague, P.E.
Director of Public Works

Telephone: 585-396-5060
Fax: 585-396-5002

MEMORANDUM

TO: John Goodwin, City Manager
Nancy Abdallah, City Clerk/Treasurer

FROM: James P. Sprague, P.E., Director of Public Works

CC: Phillip Neininger, WRRF Chief Operator

DATE: 12 June 2020

SUBJECT: Replacement of the emergency generator at the Towne Harbor lift station.



Last year the emergency generator at the Towne Harbor lift station developed mechanical problems. The existing unit is approximately 40 years old, and although the manufacturer is still in business, parts to repair the engine are not currently available. Therefore, the replacement of this unit, which was already in the sewer fund capital plan, was included in the 2020 budget.

We have identified a suitable replacement generator, and scoped out the associated electrical work. We propose to remove the existing emergency generator and fuel tank and install a new Cummins modular unit that includes the engine, generator and fuel tank in one unit. There is some electrical work that also needs to be done to bring the installation up to current codes. We propose purchasing this new generator directly from Cummins via a Sourcewell contract listing. Separate from this purchase, using City forces, some improvements will need to be made to the lift station enclosure (installation of drywall to meet the Fire Code, and new duct work to discharge the engine exhaust). The total price of the proposed work is estimated at \$48,550. \$48,100 of this is for the purchase of the generator and electrical work from Cummins, the remainder is for building materials needed to upgrade the enclosure.

The sewer fund capital plan has \$35,000 budgeted for this replacement. This would probably have been sufficient for just the generator, but falls short of the cost for the associated upgrades to the enclosure. The sewer fund capital plan also has \$200,000 budgeted for unspecified collection system expenses. This is the appropriate capital budget line item from which to fund the remainder of this project cost. I recommend that a project budget code for this work be established (or the existing Town Harbor lift station budget code (300-5-8-50-8197-263) be adjusted) with an available budget of \$49,000. We will then proceed with placing the order with Cummins for the generator.

If you have any questions please contact me at your convenience.

pneininger@canandaiguanewyork.gov

Phillip Neininger
Phone: 585 396-5065

▶ **James Sprague**
Director of Public Works
205 Saltonstall St
Canandaigua, NY 14424

Phone: 585 396-5060

P.O Request for Generator replacement at Town Harbor Pump Station.

This P.O. request is to Upgrade the Town Harbor Pump Station. The quote received is under Sourcewell # 120824 for the amount of \$48,100. The upgrade will include the replacement of the 30kw generator with a 30kw generator with a 24-hour fuel tank. The upgrade will also include an updated transfer switch, a 100amp Trystar Connection Cabinet for a hookup of the backup generator in an emergency, and updated building electrical (See Quote). The upgrade does not include the cost of getting the bldg. up to fire code, that requires an additional \$450 to cover the required drywall, screws, tape and joint compound. The installation of the drywall will be done by City staff. I would like to request a P.O. for the amount of \$48,550. Please see attached quote and P.O. request and quotes from Cummins and Lowes.


pneininger@canandaiguanewyork.gov
Phillip Neininger
Chief WRRF Operator
City of Canandaigua
6/8/2020

Our energy working for you.™



Quotation

Cummins Sales and Service - East Region
700 Areo Dr
Buffalo NY 14225 United States
Direct: 315-569-3742
June 8, 2020

Project Name: Canandaigua Town Harbor Lift Station

Quotation: 1361000000475386

Thank you for your inquiry. We are pleased to quote as follows:

		USD
Item	Description	Qty
	Diesel Genset: 60Hz-25kW-60kW	
Install-US-Stat	U.S. EPA, Stationary Emergency Application	1
C30 D6	30kW, 60HZ, Standby, Diesel Genset	1
A331-2	Duty Rating-Standby Power	1
L193-2	NFPA 110 Type 10 Level 1 Capable	1
L090-2	Listing-UL 2200	1
L169-2	Emissions Certification, EPA, Tier 3, NSPS CI Stationary Emergency	1
R106-2	Voltage-120/240,3 Phase,Delta,4 Wire	1
B986-2	Alternator-60Hz,12L,240/120V,120C,40C amb	1
H700-2	Generator Set Control-PowerCommand 1.1	1
B240-2	Exciter/Regulator-Torque Match	1
A366-2	Engine Governor-Electronic, Isochronous Only	1
H536-2	Display Language-English	1
H012-2	Gauge-Oil Pressure	1
KS52-2	Relays-Auxiliary, Quantity 2, (25A-15V DC)/(10A-30V DC)	1
H608-2	Control Mounting-Right Facing	1
KV03-2	Load Connection-Single	1
KV40-2	CB,Loc A,100A,3P,600VAC,80%,UL	1
C319-2	Fuel Tank-Basic, 2 Wall, Sub Base, 24Hr Minimum	1
C310-2	Switch-Low, 40% Fuel	1
C312-2	Mechanical Fuel Gauge	1
C318-2	Switch-Fuel Tank, Rupture Basin, Installed	1
F179-2	Skidbase-Housing Ready	1
A422-2	Engine Starter - 12 VDC Motor	1
A333-2	Battery Charging Alternator-Normal Output	1
E125-2	Engine Cooling-High Ambient Air Temperature	1
H389-2	Shutdown-Low Coolant Level	1
E089-2	Extension-Engine Coolant Drain	1

F013-2	Duct Adaptor-Radiator Outlet	1
H669-2	Engine Coolant-50% Antifreeze, 50% Water Mixture	1
E153-2	Coolant Heater, Cold Ambient	1
D041-2	Engine Air Cleaner-Normal Duty	1
A299-2	Exhaust Connector-NPT	1
H706-2	Engine Oil	1
L028-2	Genset Warranty- Base	1
L050-2	Literature-English	1
A322-2	Packing-Skid, Poly Bag	1
H268-2	Extension-Oil Drain	1
F253-2	Rack, Larger Battery	1
SPEC-A	Product Revision - A	1
CP01-2	Common Parts Listing	1
0155-2707	Exhaust Pipe Package-Side Inlet,3.0" to 3.0"NPT	1
0155-2342-07	Muffler,Critical-Side Inlet,End Outlet,3.0"NPT	1
CSS	Start up and Test	1

Transfer Switch-Electronic Control:40A/70A/125A

OTEC125	Transfer Switch-Electronic Control,125Amp	1
A028-7	Poles-3	1
A035-7	Application-Utility To Genset	1
A046-7	Listing-UL 1008/CSA Certification	1
A044-7	Frequency-60 Hertz	1
A042-7	System-3 Phase,3 Wire Or 4 Wire	1
R023-7	Voltage-240 Vac	1
B001-7	Cabinet-Type 1	1
KB59-7	Battery Charger-15 Ampere, 12 Volt, 50/60 Hertz	1
M033-7	Genset Starting Battery-12VDC	1
G009-7	Transfer Switch Warranty - 1 Yr Comprehensive	1
CP01-7	Common Parts Listing	1
SPEC-A	Product Revision - A	1
OV-9000	100amp Trystar Connection Cabinet NEMA 3r Cam Lock connections	1
OV-9001	Generator Installation	1

Cummins 240VAC, 3
Phase, 3 Pole Automatic Transfer Switch and 30KW
Diesel Generator with Integrated Base Tank. Price
includes removing the existing Generator and ATS and

Sub Total \$42,000.00

OV-9002	Up Date Building Electrical Remove existing wood frame and relocate all electrical controls to side wall. Price includes	1
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installing a Class 1 Division 1 Explosion Proof Junction to lengthen all power and control wires and to properly seal between wetwell and electrical cabinet. Price also includes a new 12 Circuit Main Lug Only Power Panel connected to the load side of the generator and ATS. This will allow for the addition of additional branch circuits and lighting. (new lighting included in this option)

Sub Total \$6,100.00

Notes

Fuel removal and replacement by others
Sheet rock not included in this quotation
Customer Sorcewell #120824
Cummins Contract #120617-CMM



Submitted by

Joe Rendino

Joe Rendino , Regional Sales Manager
Joe.Rendino@cummins.com
Mobile: 315-569-3742

TERMS AND CONDITIONS FOR SALE OF POWER GENERATION EQUIPMENT

These Terms and Conditions for Sale of Power Generation Equipment, together with the Quote, Sales Order, and/or Credit Application on the front side or attached hereto, are hereinafter referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the quote ("Customer") and Cummins Inc. ("Cummins") and supersede any previous representation, statements, agreements or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto shall be null and void and of no legal effect on Cummins.

QUOTE TERM; SCOPE. The Quote is valid for 60 days. The price is firm provided drawings are approved and returned within 60 days after submission and ship date is not extended beyond published lead times. Any delays may result in escalation charges. A Sales Order for Equipment is accepted on hold for release basis. The Sales Order will not be released and scheduled for production until written approval to proceed is received. The Quote is limited to plans and specifications section set forth in the Quote. No other sections shall apply. Additional requirements for administrative items may require additional costs. The Quote does not include off unit wiring, off unit plumbing, offloading, rigging, installation, exhaust insulation or fuel, unless otherwise stated.

SHIPPING; DELIVERY. Equipment is quoted FOB origin, freight prepaid to first destination, unless otherwise stated. For consumer and mobile products, freight will be charged to Customer. A reasonable storage fee, as determined by Cummins, may be assessed if delivery of the Equipment is delayed, deferred, or refused by Customer. Offloading, handling, and placement of Equipment and crane services are the responsibility of Customer and not included in proposal, unless otherwise stated. All shipments are made within normal business hours, Monday through Friday. Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order and will be in effect after engineering drawings have been approved for production. Cummins shall use best efforts to meet estimated dates but shall not be liable for any delay in delivery, shipping, installation, or performance, however occasioned. Cummins may deliver in installments. Unless otherwise agreed to, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate.

PAYMENT TERMS; CREDIT; RETAINAGE. If Customer has approved credit, as determined by Cummins, payment terms are net thirty (30) days from the date of invoice unless otherwise specified in the Quote, without deduction or setoff. If payment is not received when due, in addition to any rights Cummins has under the law and charges that Cummins may levy against Customer under statute (including attorney fees and costs of collection), Cummins may charge Customer eighteen percent (18%) interest annually, or the maximum amount allowed by law, on late payments. Payment shall be due in advance if Customer does not have approved credit. Retainage is not acceptable nor binding, unless required by statute or accepted and confirmed in writing by Cummins prior to shipment.

TAXES; EXEMPTIONS. Unless otherwise stated, the Quote excludes all applicable local, state and federal sales and/or use taxes, permits and licensing. Customer must provide a valid resale or exemption certificate prior to shipment of Equipment or applicable taxes will be added to the invoice.

TITLE; RISK OF LOSS. Title and risk of loss for the Equipment shall pass to Customer with delivery made in accordance with the delivery terms set forth above.

INSPECTION AND ACCEPTANCE. Customer shall inspect the Equipment upon delivery, before offloading, for damage, defects, and shortage. Any and all claims which could have been discovered by such inspection shall be deemed absolutely and unconditionally waived unless noted by Customer on the bill of lading. Where Equipment is alleged to be non-conforming or defective, written notice of defect must be given to Cummins within three (3) days from date of delivery after which time Equipment shall be deemed accepted. Cummins shall have a commercially reasonable period of time in which to correct such non-conformity or defect. If non-conformity or defect is not eliminated to Customer's satisfaction, Customer may reject the Equipment (but shall protect the Equipment until returned to Cummins) or allow Cummins another opportunity to undertake corrective action. In the event startup of the Equipment is included in the services, acceptance shall be deemed to have occurred upon successful startup.

LIEN; SECURITY AGREEMENT. Customer agrees that Cummins retains all statutory lien rights. To secure payment, Customer grants Cummins a Purchase Money Security Interest in the Equipment. If any portion of the balance is due to be paid following delivery, Customer agrees to execute and deliver such security agreement, financing statements, deed of trust and such other documents as Cummins may request from time to time in order to permit Cummins to obtain and maintain a perfected security interest in the Equipment; or in the alternative, Customer grants Cummins a power of attorney to execute and file all financing statements and other documents needed to perfect this security interest. Cummins may record this Agreement, bearing Customer's signature, or copy of this Agreement in lieu of a UCC-1, provided that it shall not constitute an admission by Cummins of the applicability or non-applicability of the UCC nor shall the failure to file this form or a UCC-1 in any way affect, alter, or invalidate any term, provision, obligation or liability under this Agreement. The security interest shall be superseded if Customer and Cummins enter into a separate security agreement for the Equipment. Prior to full payment of the balance due, Equipment will be kept at Customer's location noted in this Agreement, will not be moved without prior notice to Cummins, and is subject to inspection by Cummins at all reasonable times.

CANCELLATION; CHARGES. If Customer cancels all or a portion of this Agreement after its release to Cummins, Customer may incur a cancellation charge in accordance with current Cummins policy which is available upon request, in addition to the actual, non-recoverable costs incurred by Cummins. Written cancellation notice is required. **MANUALS.** Unless otherwise stated, electronic submittals and electronic O & M manuals will be provided, and print copies may be available upon Customer's request at an additional cost.

TRAINING; START UP SERVICES; INSTALLATION. Startup services, load bank testing, and owner training are not provided unless otherwise stated. Site startup will be subject to the account being current and will be performed during regular Cummins business hours, Monday to Friday. Additional charges may be added for work requested to be done outside standard business hours, on weekends, or holidays. One visit is allowed unless specified otherwise in the Quote. A minimum of two-week prior notice is required to schedule site startups and will be subject to prior commitments and equipment and travel availability. A signed site check sheet confirming readiness will be required, and Cummins personnel may perform an installation audit prior to the startup being completed. Any issues identified by the installation audit shall be corrected at the Customer's expense prior to the start-up. Portable load banks for site test (if offered in the Quote) are equipped with only 100 feet of cable. Additional lengths may be arranged at an extra cost. Cummins is not responsible for any labor or materials charged by others associated with start-up and installation of Equipment, unless previously agreed upon in writing. Supply of fuel for start-up and/or testing, fill-up of tank after startup, or change of oil is not included unless specified in the Quote. All installation/execution work at the site including, but not limited to: civil, mechanical, electrical, supply of wall thimbles, exhaust extension pipe, elbows, hangers, expansion joints, insulation and cladding materials, fuel/oil/cooling system piping, air ducts, and louvers/dampers is not included unless specified in the Quote. When an enclosure or sub-base fuel tank (or both) are supplied, the openings provided for power cable and fuel piping entries, commonly referred to as "stub-ups", must be sealed at the site by others before commissioning. All applications, inspections and/or approvals by authorities are to be arranged by Customer.

WARRANTY. New and remanufactured Equipment purchased hereunder is accompanied by an express written manufacturer's warranty and is the only warranty offered on the Equipment. A copy of the express manufacturer's warranty is available upon request. Cummins' obligations under this warranty are limited to repair or replacement, at Cummins' option, of any defective component.

WARRANTY PROCEDURE. Prior to the expiration of the applicable warranty, Customer must give notice of a warrantable failure to Cummins and deliver the defective Equipment to a Cummins location or other location authorized and designated by Cummins to make the repairs during regular business hours. Cummins shall not be liable for towing charges, maintenance items such as oil filters, belts, hoses, etc., communication expenses, meals, lodging, and incidental expenses incurred by Customer or employees of Customer, "downtime" expenses, overtime expenses, cargo damages and any business costs and losses of revenue resulting from a warrantable failure.

LIMITATIONS ON WARRANTIES

Cummins expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability and warranty for fitness of a particular purpose, to the extent permitted by law. The warranties set forth herein are the sole warranties made by Cummins. Some states do not allow limitation on warranties, so these limitations may not apply to you.

The limited warranty does not cover Equipment failures resulting from: (a) inappropriate use relative to designated power rating; (b) inappropriate use relative to application guidelines; (c) inappropriate use of an EPA-SE application generator set relative to EPA's standards; (d) normal wear and tear; (e) improper and/or unauthorized installation; (f) negligence, accidents, or misuse; (g) lack of maintenance or unauthorized or improper repair; (h) noncompliance with any Cummins published guideline or policy; (i) use of improper or contaminated fuels, coolants, or lubricants; (j) improper storage before and after commissioning; (k) owner's delay in making Equipment available after notification of potential Equipment problem; (l) replacement parts and accessories not authorized by Cummins; (m) use of battle short mode; (n) owner or operator abuse or neglect such as: operation without adequate coolant, fuel, or lubricants; over fueling; over speeding; lack of maintenance to lubricating, fueling, cooling, or air intake systems; late servicing and maintenance; improper storage, starting, warm-up, running, or shutdown practices, or for progressive damage resulting from a defective shutdown or warning device; or (o) damage to parts, fixtures, housings, attachments and accessory items that are not part of the generating set.

INDEMNITY. Each party shall indemnify and hold harmless the other party, its affiliates, subsidiaries, officers, directors, agents and employees from and against any and all third party losses, costs, liabilities, damages and expense, including reasonable attorney and expert fees (collectively, "Losses"), subject to the Limitation of Remedies set forth below, attributable to bodily injury or property damage to the extent it is conclusively determined that such Losses were directly caused by the gross negligence or willful misconduct of such party. The party seeking indemnification shall give written notice to the other party promptly upon learning of the events giving rise to such claim; provided, however, that failure to provide such notice promptly shall only relieve an indemnifying party of its obligations hereunder to the extent it is prejudiced by such delay. The indemnifying party shall select counsel to control and manage the defense of a claim and the settlement thereof and shall keep the indemnified party apprised of all material developments with respect to such claim. The indemnified party may, at its expense, select additional co-counsel. The indemnifying party shall have no obligation to indemnify or hold harmless the indemnified party for any Losses conclusively determined to be caused by the negligence or willful misconduct of the indemnified party.

LIMITATIONS ON REMEDIES

THE MAXIMUM LIABILITY, IF ANY, OF CUMMINS FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION, AGREEMENT DAMAGES AND DAMAGES FOR PROPERTY, WHETHER ARISING FROM CUMMINS' BREACH OF AGREEMENT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, IS LIMITED TO AN AMOUNT NOT TO EXCEED THE PRICE OF THE EQUIPMENT PAID BY CUSTOMER UNDER THIS AGREEMENT WHICH SHALL BE THE SOLE REMEDY UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, PROPERTY DAMAGE, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, DAMAGE TO GOODWILL) HOWSOEVER CAUSED ARISING FROM THIS AGREEMENT OR THE BREACH OF THIS AGREEMENT, WHETHER IN INDEMNITY, TORT, CONTRACT, OR OTHERWISE. NOTHING IN THIS AGREEMENT EXCLUDES OR LIMITS LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY CUMMINS' GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED UNDER THIS ENTIRE AGREEMENT.

FORCE MAJEURE. Cummins is not responsible for the occurrence of any unforeseen event, circumstance, or condition beyond its reasonable control including, but not limited to, acts of God, actions by any government authority, civil strife, fires,

floods, windstorms, explosions, riots, natural disasters, embargos, wars, strikes or other labor disturbances, civil commotion, terrorism, sabotage, late delivery by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment or manufacturing facilities. If any such cause results in delayed performance, the date of performance shall be extended for a period equal to time lost and shall be Customer's exclusive remedy.

DEFAULT; REMEDIES. Customer shall be in breach and default if: (a) any of the payments or amounts due under this Agreement are not paid; (b) Customer fails to comply, perform, or makes any misrepresentation relating to any of the Customer's obligations or covenants under this Agreement; or (c) prior to full payment of the balance due, Customer ceases to do business, becomes insolvent, makes an assignment for the benefit of its creditors, appoints a receiver, commences an action for dissolution or liquidation, or becomes subject to bankruptcy proceedings, or the Equipment is attached, levied upon, seized under legal process, is subjected to a lien or encumbrance, or transferred by operation of law or otherwise to anyone other than Cummins.

Upon the occurrence of any event of Customer's default, Cummins, at its sole option and without notice, shall have the right to exercise concurrently or separately anyone or all of the following remedies, which shall be cumulative and not alternative: (a) to declare all sums due, and to become due, under this Agreement immediately due and payable; (b) to commence legal proceedings, including collection actions and specific performance proceedings, to enforce performance by Customer of any and all provisions of this Agreement, and to be awarded damages or injunctive relief for the Customer's breach; (c) to require the Customer to deliver the Equipment to Cummins' branch specified on the face of this Agreement; (d) to exercise one or more of the rights and remedies available to a secured party under the Uniform Commercial Code, whether or not this Agreement is subject thereto; and (e) to enter, without notice or liability or legal process, onto any premises where the Equipment may be located, using force permitted by law, and there to disconnect, remove and repossess the Equipment, the Customer having waived further right to possession after default. A waiver of any event of default by Cummins shall not be a waiver as to any other or subsequent default.

CUSTOMER REPRESENTATIONS; RELIANCE. Customer is responsible for obtaining, at its cost, permits, import licenses, and other consents in relation to the Equipment, and if requested by Cummins, Customer shall make these permits, licenses, and consents available to Cummins prior to shipment. Customer represents that it is familiar with the Equipment and understands operating instructions and agrees to perform routine maintenance services. Until the balance is paid in full, Customer shall care for the Equipment properly, maintain it in good operating condition, repair and appearance; and Customer shall use it safely and within its rated capacity and only for purpose it was designed. Even if Customer receives technical information, drawings, or advice, Customer has sole responsibility for intended use, for installation and design and performance where it is part of a power, propulsion, or other system. Limitation of warranties and remedies and all disclaimers apply to all such technical information, drawings, or advice. Customer acknowledges and agrees by accepting delivery of the Equipment that the Equipment purchased is of the size, design, capacity and manufacture selected by the Customer, and that Customer has relied solely on its own judgment in selecting the Equipment.

CONFIDENTIALITY. Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

GOVERNING LAW. This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement

INSURANCE. During the period in which any services are to be performed, Cummins shall maintain in full force and effect the following insurance coverages set forth below, at its sole cost and expense:

- Commercial General Liability. Commercial General Liability Insurance of not less than \$2,000,000 per occurrence and \$2,000,000 annual aggregate limit.
- Automobile Liability. Business Auto Coverage with limits of \$1,000,000 each accident for bodily injury and property damage combined single limit per occurrence, extending to all owned, hired, and non-owned vehicles.
- Worker's Compensation. Workers' compensation, occupational diseases, and disability benefits required by statute.
- Employer's Liability. Employer's Liability with limits of at least \$1,000,000 per accident per employee; \$1,000,000 per disease per employee; and \$1,000,000 per disease policy limit.
- Umbrella Liability. Such insurance shall follow form on concurrent terms with and provide coverage with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

ASSIGNMENT. This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

Intellectual Property. Any intellectual property rights created by Cummins in the course of the performance of this Agreement or otherwise shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins. Customer's rights in and to the Cummins' intellectual property are limited to those rights as expressly set forth in this Agreement. All rights not expressly granted to Customer under this Agreement are expressly reserved by Cummins.

MISCELLANEOUS. Cummins shall be an independent contractor under this Agreement.

All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in this Agreement

No amendment of this Agreement shall be valid unless it is in writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach.

Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof.

These terms are exclusive and constitute the entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Equipment pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement. In the event of a conflict in the terms of this Agreement with any Customer terms or conditions or agreement (whether referenced in an order submitted by Customer as the terms that govern the purchase of the Equipment or otherwise) or any terms set forth in any other documentation of Customer with respect to the Equipment, the terms of this Agreement shall govern.

MISCELLANEOUS CHARGES. Cummins may incur additional charges which will be passed on to the Customer, as applicable.

COMPLIANCE. Customer acknowledges that the Equipment, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Equipment or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall act as the importer of record with respect to the Equipment and shall not resell, export, re-export, distribute, transfer, or dispose of the Equipment or related technology, directly or indirectly, without first obtaining all necessary written permits, consents, and authorizations and completing such formalities as may be required under such laws, rules, and regulations. In addition, Cummins has in place policies not to distribute its products for use in certain countries based on applicable laws and regulations including but not limited to UN, U.S., UK, and European Union regulations. Customer undertakes to perform its obligations under this Agreement with due regard to these policies. Strict compliance with this provision and all laws of the territory pertaining to the importation, distribution, sales, promotion and marketing of the Equipment is a material consideration for Cummins entering into this Agreement with Customer and continuing this Agreement for its term. Customer represents and warrants that it has not and shall not, directly or through any intermediary, pay, give, promise to give or offer to give anything of value to a government official or representative, a political party official, a candidate for political office, an officer or employee of a public international organization or any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities for the purposes of inducing such person to use his influence to assist Cummins in obtaining or retaining business or to benefit Cummins or any other person in any way, and will not otherwise breach any applicable laws relating to anti-bribery. Any failure by Customer to comply with these provisions will constitute a default giving Cummins the right to immediate termination of this Agreement and/or the right to elect not to recognize the warranties associated with the Equipment. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

NOTICE: As a result of the outbreak of the disease Covid-19 arising from the novel coronavirus, temporary delays in delivery, labour or services from Cummins and its sub-suppliers or subcontractors may occur. Among other factors, Cummins' delivery obligations are subject to correct and punctual supply from our sub-suppliers or subcontractors, and Cummins reserves the right to make partial deliveries or modify its labour or service. While Cummins shall make every commercially reasonable effort to meet the delivery, service or completion obligations set forth herein, such dates are subject to change.

Upon Acceptance of this Proposal, Customer accepts the proposed products as well as the attached Cummins Inc terms and conditions. Please sign and return this quotation to proceed.

Company: _____ Ship to Address: _____
Printed Name: _____ Contact for Delivery: _____
Signature: _____ Phone Number: _____
Title: _____ Special Delivery Instructions: _____
Date: _____

Thank you for considering Cummins Sales and Service for this power generation project.



Shopping Cart

Canandaigua Lowe's, NY | [Change Store >](#)
4200 Recreation Dr, Canandaigua, NY 14424

31 Items | [Remove 31 Items](#)



Item # 11737 | Model # GB99500800
\$13.98 Qty: 26 \$363.48
\$13.98 each
Gold Bond (Common: 5/8-in x 4-ft x 8-ft; Actual: 0.625-in x 4-ft x 8-ft) Fire-Shield Drywall Panel

Buy in Bulk and Save
(buy 48 get 15% off)



Item # 171174 | Model # 10102
\$17.98 Qty: 1 \$17.98
DAP 12-lb Premixed Finishing Drywall Joint Compound



Item # 13811 | Model # ST100
\$5.96 Qty: 3 \$17.88
\$5.96 each
Easy Joint Tape 2-in x 100-ft Solid Self-Adhesive Joint Tape



Item # 112342 | Model # 48366
\$39.98 Qty: 1 \$39.98
Was \$49.98
SAVE 20%
Fas-n-Tite #6 x 1-5/8-in Bugle Coarse Thread Drywall Screws (25-lb)

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RESOLUTION #2020-046

A RESOLUTION APPROVING THE COMMUNITY CHOICE AGGREGATION ELECTRICITY SUPPLY AGREEMENT

WHEREAS, effective April 21, 2016, the New York State Public Service Commission (“PSC”) issued an “Order Authorizing Framework for Community Choice Aggregation Opt-Out Program” “authoriz[ing] the establishment of Community Choice Aggregation programs by municipalities statewide”; and

WHEREAS, effective March 16, 2018, the PSC issued an “Order Approving Joule Assets’ Community Choice Aggregation Program with Modifications” that authorized Joule Assets, Inc. (“Joule”) to serve as a Community Choice Aggregation Program Administrator on behalf of cities, towns, and villages in New York State; and

WHEREAS, on November 7, 2019, the City, adopted local law 2019-003, “A Local Law to Establish a Community Choice Aggregation Program in The City of Canandaigua”, enabling a Community Choice Aggregation Program in the City (the “Program”); and

WHEREAS, on April 2, 2020, the City, by Resolution No. 2020-030, resolved to engage the services of Joule in conjunction with Roctricity, LLC (“Roctricity”) to, among other things, act as Program Administrator on behalf of the City for the Program, and thereafter entered into a municipal energy services agreement with Joule and Roctricity for performance of such services; and

WHEREAS, the City seeks to obtain competitive bids from electricity suppliers (each a “Supplier”) pursuant to a request for proposal that shall include provision of a 100% renewable supply option (the “Supply RFP”) that is intended to result in a three-party Electricity Supply Agreement between the selected Supplier, the City and Joule that, among other things, will govern the terms of provision of the electricity supply by Supplier for the Program; and

WHEREAS, Joule has prequalified prospective bidders based on creditworthiness and competence; has executed the public outreach campaign in the City as required by the New York State Department of Public Service, and has obtained (or will be obtaining) utility data from the local distribution utility, all of which is necessary to solicit bids through the Supply RFP; and

WHEREAS, the “Electricity Supply Agreement” (in the form attached hereto), or ESA, has been reviewed and approved by City Corporation Counsel, and has been deemed to provide benefits, adequate protections, and minimize risk to the City, as well as to residential and small commercial utility customers therein; and

WHEREAS, Staff recommends approving the ESA and authorizing the City Manager to execute the agreement, and this recommendation was reviewed and approved at the June 16th Environmental Committee Meeting;

NOW, THEREFORE, BE IT RESOLVED, that City Council hereby authorizes Joule to issue a Supply RFP consistent with the provisions of this Resolution, with bids to be evaluated based upon compliance with the specifications of the Supply RFP including, without limitation, price and tenor parameters, and Supplier’s acceptance of all material terms of the Electricity Supply Agreement; and

BE IT FURTHER RESOLVED, that City Council approves the Electricity Supply Agreement in the form attached to this Resolution, such form to be included in the Supply RFP; and

BE IT FURTHER RESOLVED, that Joule shall, among other things, manage the energy procurement process, prepare and issue the Supply RFP, and make recommendations for award to the City; provided however, the City reserves the right to make the final award decision; and

BE IT FURTHER RESOLVED, subject to the conditions that the awarded Supplier has been prequalified as required by Joule and that the awarded bid meets the specifications established in the Supply RFP, City Manager is authorized to execute an Electricity Supply Agreement on behalf of the City with any changes deemed necessary in City Manager's reasonable discretion with the awarded Supplier and Joule in a timely fashion; provided, however, the City is under no obligation to award the Supply RFP should these conditions not be met.

ADOPTED this 2nd day of July, 2020.

ATTEST:

Nancy Abdallah
City Clerk/Treasurer

Municipal Energy Services Agreement

This Municipal Energy Services Agreement (the “**Agreement**”) is entered into as of 11 June 2020 (the “**Effective Date**”) by and between the City of Canandaigua, a municipal corporation of the State of New York, having its principal offices at 2 N. Main St #1, Canandaigua, New York 14424 (“**Municipality**”), Joule Assets Inc. a Delaware corporation having its principal offices at 22 Edgemont Drive, Katonah, New York 10536 (“**Joule**”), and Roctricity LLC, a New York limited liability company having its principal offices at 758 South Avenue, Rochester, New York 14620 (“**Roctricity**”) (Municipality, Joule, and Roctricity are referred to individually as a “**Party**” and collectively as the “**Parties**”).

RECITALS

WHEREAS, Joule is in the business of, among other things, providing consulting and program administration services in connection with municipal energy services (collectively, the “**Municipal Energy Services**”) for energy programs for municipalities and for residents and business located therein (each, a “**Municipal Energy Program**”) including, without limitation, services related to Community Choice Aggregation (“**CCA**”), demand response (“**DR**”), demand management, microgrids, distributed energy resources (“**DER**”), community distributed generation (“**CDG**”), and financing in connection therewith; and

WHEREAS, Roctricity is a limited liability company in the business of, among other thing, bringing Community Choice Aggregation to the City of Canandaigua and surrounding areas; and

WHEREAS, the New York State Public Service Commission has authorized municipalities to participate in CCA pursuant to the CCA Order (as defined below); and

WHEREAS, the PSC has authorized CDG project development and operation pursuant to the CDG Order (as defined below); and

WHEREAS, at its November 7, 2019, meeting, City Council of Municipality passed CCA Enabling Legislation (Local Law #2019-003 establishing a CCA Program in the Municipality); and

WHEREAS, Municipality issued an RFP on February 3, 2020 in relation to hiring a Third-Party Administrator for CCA Services; and

WHEREAS on April 2, 2020, City Council of Municipality resolved to award a contract to Joule Assets, in conjunction with Roctricity, for Community Choice Aggregation Third-Party Administrator services in the Municipality; and

WHEREAS, Municipality desires to engage Joule and Roctricity in connection with Municipal Energy Services, specifically 100% renewable energy through CCA in accordance with the RFP Response Documents; and

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the Parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

1.1 The following terms shall have the meanings ascribed below:

(a) “**Applicable Law**” means the CCA Order, the CDG Order and all statutes, ordinances, laws, rules and regulations that are related or applicable to the Municipal Energy Services, this Agreement, the parties to this Agreement, or to parties to an Agreement related to this Agreement.

(b) “**Bidder**” means a Competitive Supplier that submits a bid in response to a Solicitation.

(c) “**CCA**” has the meaning set forth in the Recitals to this Agreement.

(d) “**CCA Administrative Fee**” has the meaning set forth in Section 6.1(a).

(e) “**CCA Enabling Legislation**” means a local law adopted by Municipality according to Municipal Home Rule Authority and in compliance with the CCA Order that authorizes Municipality to join a CCA Program.

(f) “**CCA Order**” means the April 21, 2016 “Order Authorizing Framework For Community Choice Aggregation Opt-Out Program” issued by the PSC in Case 14-M-0224, “Proceeding on Motion of the Commission to Enable Community Choice Aggregation Programs” as may be amended or supplemented from time to time by the PSC.

(g) “**CCA Program**” means an energy procurement program that replaces the incumbent utility as the default supplier for all eligible customers within the Municipality, in accordance with the CCA Order.

(h) “**CDG**” has the meaning set forth in the Recitals to this Agreement.

(i) “**CDG Developer**” means an entity duly authorized to act as developer or sponsor of one or more CDG projects in accordance with the CDG Order and other Applicable Law.

(j) “**CDG Fee**” has the meaning set forth in Section 6.2.

(k) “**CDG Order**” means the July 17, 2015 “Order Establishing a Community Distributed Generation Program and Making Other Findings” issued by the PSC in Case 15-E-0082, “Implementing a Community.

(l) “**CDG Program**” means a program in which Joule provides services to a CDG Developer or another third party in relation to one or more CDG projects in which residents or businesses located within the Municipality are offered the opportunity to become Subscribers to a CDG project.

(m) “**Competitive Supplier**” means an entity duly authorized to conduct business in the State of New York as an energy service company (“**ESCO**”) that procures electric power and/or natural gas for eligible customers in connection with a CCA Program.

(n) “**Compliant Bid**” means a bid, submitted in compliance with the requirements set forth by the Parties in the Solicitation, the terms of which are agreed upon by Municipality and Joule.

(o) “**Compliant Bidder**” means a Competitive Supplier who makes a Compliant Bid.

(p) “**Distribution Utility**” means the owner or controller of the means of distribution of the natural gas or electricity that is authorized to be the distribution utility regulated by the Public Service Commission for a particular service area.

(q) “**Effective Date**” shall have the meaning set forth in the preamble to this Agreement.

(r) “**Electricity Supply Agreement**” or “**ESA**” means the Electricity Supply Agreement that may be entered into by and between Municipality and the Selected Supplier that contains the terms and condition concerning electricity supply procurement.

(s) “**Municipal Energy Program**” means a program described in the Recitals to this Agreement.

(t) “**Municipal Energy Services**” means services provided by Joule in connection with one or more Municipal Energy Programs as described in the Recitals to this Agreement.

(u) “**Municipality**” means the municipality set forth in the preamble to this Agreement.

(v) “**Participating Customer**” means a customer who participates in the CCA Program in accordance with the CCA Order including without limitation a customer who is eligible to participate on an opt-out basis and has not opted out, and customer who is eligible to participate on an opt-in basis and has opted-in.

(w) “**Program Administrator**” or “**Third-Party Administrator**” means Joule.

(x) “**Program Organizer**” means a person or entity selected by Joule in accordance with Article 4 to provide certain services with respect to the subject Program(s).

(y) “**Program Organizer Agreement**” has the meaning set forth in the Recitals to this Agreement.

(z) “**Public Service Commission**” or “**PSC**” means the New York State Public Service Commission or the New York State Department of Public Service acting as staff on behalf of the Public Service Commission.

(aa) “**RFP**” means the Request For Proposals issued by Municipality on February 3, 2020 in relation to hiring a Third-Party Administrator for CCA Services.

(bb) “**Response Documents**” means the Proposal for: Community Choice Aggregation Administrator and any additional or supplemental materials submitted by Joule and/or Roctricity in response to the RFP.

(cc) “**Selected Supplier**” means the supplier of electricity selected by the Municipality following the Solicitation.

(dd) “**Solicitation**” has the meaning set forth in Section 3.2(c).

(ee) “**Subscriber**” means a subscriber to a CDG project.

ARTICLE 2. RIGHTS AND RESPONSIBILITIES OF THE PARTICIPATING MUNICIPALITY

2.1 Municipality agrees to continue to investigate with Joule the benefits and desirability of implementing a CCA Program, and other Municipal Energy Programs.

2.2 In the event that Municipality within eighteen (18) months from the Effective Date authorizes the issuance of a Solicitation to receive Compliant Bids for an Electric Service Agreement from Competitive Suppliers in connection therewith; then, Municipality agrees that Joule will serve as Program Administrator in connection therewith.

2.3 In connection with Section 2.2:

(a) The Parties will work cooperatively to create a Solicitation, and Joule, with the Municipality's consent and approval, shall select the winning Competitive Supplier from among Compliant Bidders provided that:

- i. The selected Competitive Supplier's proposal must be a Compliant Bid whose bid Joule determines to be the most advantageous to the CCA Program and Municipality based on the evaluation factors set forth in the Solicitation;
- ii. Municipality may designate a representative to review and participate in the evaluation of the Compliant Bids;
- iii. In the event that a Compliant Bid is received and accepted, Municipality shall execute an ESA (the terms of which shall be consistent with this Agreement and shall be subject to both Parties' input and consent, such consent not to be unreasonably withheld) with the Selected Supplier in a timely fashion. It is agreed that such ESA will be a three-party agreement by and between the Municipality, the Selected Supplier and Joule; and
- iv. Municipality agrees that the Selected Supplier shall remit a fee directly to Joule in accordance with Section 6.1 and the Municipality shall have no obligation to pay or collect any such fees.

2.4 In relation to a CDG Program, Municipality will provide support to Joule in enrolling Subscribers within the Municipality by promoting the program, educating the public, and advocating for the benefits to both the municipality and the CDG Subscribers. This will include scheduling, conducting and facilitating public meetings to disseminate educational information.

2.5 Regardless of whether Municipality elects to implement a CCA Program, in the event that Municipality desires to implement other Municipal Energy Programs and engage Joule's assistance in connection with such implementation, the Parties may, but are not required to, enter into a subsequent agreement describing the scope of Joule's services and the payment to Joule in connection therewith.

2.6 In connection with any Municipal Energy Program, Municipality:

(a) Shall assist Joule by providing to Joule all publicly available information pertinent to potential or actual Municipal Energy Programs upon reasonable request;

(b) Shall assist Joule by reasonably promoting such Municipal Energy Program(s) to the public with Joule's guidance and input; and

(c) Authorizes Joule to act on behalf of the Municipality to secure release of data applicable to potential or actual Municipal Energy Programs that is held by others, including but not limited to residential and small commercial customer account and load information under the authority granted by the respective PSC Orders. Municipality further agrees to furnish Joule such information, to execute

and deliver such additional documents, and to take such other actions as may be reasonably necessary for Joule to secure release of such data.

2.7 Municipality shall comply with all Applicable Laws.

ARTICLE 3. RIGHTS AND RESPONSIBILITIES OF JOULE

3.1 Joule shall perform each of the following activities as part of the Municipal Energy Services:

(a) Provide Municipality with information concerning the benefits and desirability of implementing a CCA Program and other Municipal Energy Programs at public meetings, work sessions, phone calls and otherwise; and

(b) Provide marketing services for the potential Programs.

3.2 During and upon the occurrence of the events described in Section 2.2:

(a) Joule and/or Program Organizer shall (i) support the Municipality and attend board and public meetings; and (ii) provide marketing services for the Municipal Energy Program(s); and

(b) Joule shall: (i) provide to the PSC and the Distribution Utility requested information and documentation of the actions undertaken by the Municipality in connection with the Municipal Energy Program(s), and otherwise coordinate efforts with such entities; and

(c) Joule shall in relation to a CCA Program,

- i. Manage a competitive procurement process (the “**Solicitation**”) in a manner consistent with New York General Municipal Law including, without limitation:
 - a. Prepare bid specifications and procure competitive bids;
 - b. Review responses to competitive bids to determine if they are Compliant Bids; and
 - c. Contract negotiations with the Selected Supplier; and
- ii. In the event that there is a Compliant Bid:
 - a. prepare program notification letters to opt-out customers, and supervise other notices and publications required under the CCA Order to facilitate the adoption and operation of the Program; and
 - b. Prepare, or have prepared, a program implementation plan and a data protection plan in accordance with the CCA Order.

3.3 Joule shall, in relation to a CDG Program, negotiate in good faith with prospective CDG Developer(s) to identify a suitable project(s) and accompanying terms that are advantageous to the Subscribers and the CDG Program.

3.4 For other Municipal Energy Programs, subject to the approval of the Municipality, Joule may develop proposals for potential offers of opt-in or opt-out distributed energy resources (DER) products and services to Participating Customers, including opportunities to participate in energy efficiency, demand response, energy management, and other innovative Reforming the Energy Vision (REV)

initiatives and objectives designed to optimize system benefits, target and address load pockets/profile within the CCA, and reduce costs for Participating Customers.

3.5 Joule shall comply with all Applicable Laws.

ARTICLE 4. RIGHTS AND RESPONSIBILITIES OF ROCTRICITY

4.1 Roctricity shall perform all of the activities set forth in the Response Documents, which are hereby incorporated by reference as if restated in its entirety, that are assigned or otherwise delegated to Roctricity by Joule. Notwithstanding the foregoing, Joule shall be jointly and severally liable with Roctricity for any activities assigned or otherwise delegated to Roctricity, and Joule shall undertake any or all such assigned or delegated tasks if Roctricity is unable or unwilling to do so.

4.2 Unless otherwise agreed to by the Parties in writing, and without limiting Roctricity's ability to communicate with the public, Roctricity shall only communicate with the Municipality through the Municipality's City Manager and/or his/her designee(s) concerning the subject matter of this Agreement.

4.3 Roctricity shall comply with all Applicable Laws.

ARTICLE 5. ROLE OF PROGRAM ORGANIZER FOR CCA PROGRAM

5.1 Upon the consent of Municipality, which shall not be unreasonably withheld, conditioned or delayed, Joule may select a Program Organizer to Municipality in connection with the CCA Program or other Municipal Energy Programs. Joule may enter into a Program Organizer Agreement with such Program Organizer, may assign or delegate certain or all of its Program Administrator tasks to the Program Organizer, and may share a portion or all of the associated Administrative Fee as described in Section 6.1 and 6.2 with the Program Organizer. Joule shall be solely responsible for any fees or payments due for services provided by the Program Organizer.

5.2 In accordance with the foregoing section, Municipality hereby consents to the selection of Roctricity as Program Organizer and, provided that (a) Joule is Program Administrator, (b) Roctricity and Joule have executed a Program Organizer Agreement that is and remains in effect, then Joule and Municipality agree that Roctricity shall be Program Organizer.

ARTICLE 6. PAYMENT.

6.1 In relation to CCA:

(a) Upon commencement of an ESA, Municipality agrees that Joule will be paid by the Selected Supplier per kWh (volumetrically) for electricity purchased for all Participating Customers during the duration of the ESA a fee of \$0.0008/kWh (8/100^{ths} of one cent/kWh) per ESA contract year, or another fee agreeable in writing to both Parties (the "**CCA Administrative Fee**");

(b) It is understood and agreed that as part of the Municipal Energy Services in connection with a potential CCA Program, the Distribution Utility may require a payment for records related

to electricity usage of potential Participating Customers. Upon enactment of CCA Enabling Legislation, Joule is authorized to pay the Distribution Utility up to \$0.16 (16 cents) per record, or such other amount authorized by the Public Service Commission; for which Municipality shall not be liable, provided that Joule may seek reimbursement of such payment from the Competitive Supplier as part of an ESA (apart from the CCA Administrative Fee); and

(c) No portion of the CCA Administrative Fee or costs associated with the records described in Section 5.1(b) shall be paid by Municipality.

6.2 In relation to CDG:

(a) During and after the term of this Agreement, nothing herein shall prevent Joule from entering into one or more agreements with one or more CDG Developers pursuant to which Joule shall be entitled to receive a fee for services in relation to one or more CDG projects including without limitation the delivery to a CDG Developer of Subscribers residing in the Municipality, or leads for such Subscribers (“**CDG Fee**”); and

(b) No portion of the CDG Fee shall be paid by Municipality.

ARTICLE 7. TERM AND TERMINATION

7.1 This Agreement shall commence on the Effective Date and, except as provided herein:

(a) If no ESA is executed as contemplated by Sections 2.2, this Agreement shall expire at the end of the period described therein; or

(b) If one or more ESAs is executed as contemplated by Sections 2.2, or other Agreements are entered into between the Parties in relation to Municipal Energy Services, this Agreement shall expire or terminate at the expiration or termination of such agreement that is last in effect.

7.2 Termination for Cause. This Agreement may be terminated for cause by either Party (the “**Non-breaching Party**”) upon a material breach of the other Party (the “**Breaching Party**”) if such Breaching Party has failed to cure such material breach within thirty (30) days of receiving written notice of such breach from the Non-breaching Party.

7.3 In the event of any termination or expiration of this Agreement:

(a) Joule shall deliver to Municipality copies of all files and documents pertaining to any Program;

(b) Except as expressly provided herein, all obligations of the Parties hereto pursuant to this Agreement shall terminate.

ARTICLE 8. INSURANCE AND INDEMNIFICATION

8.1 Upon Joule becoming a CCA Program Administrator in accordance with Section 2.2 and for the balance of the term of the Agreement, Joule shall secure and maintain, at its own expense, errors and omissions insurance in an amount not less than one million dollars (\$1,000,000.00) per claim/annual aggregate for claims arising out of the performance of professional services and caused by negligent acts or omissions, with a deductible not to exceed \$50,000 without prior written approval.

8.2 Rocrtricity or any other Program Organizer shall secure and maintain at its own expense automobile insurance in an amount not less than \$100,000 per person, \$300,000 per accident, and \$500,000 for property damage per accident.

8.3 In addition to any other remedies available to the Municipality at law or equity, and notwithstanding any other provision contained herein, Joule shall indemnify, defend and hold harmless the Municipality and the Municipality's elected officials, officers, employees, agents, representatives and independent contractors (the "**Indemnified Parties**"), from and against any and all costs, claims, liabilities, damages, expenses (including reasonable attorneys' fees), causes of action, suits or judgments, incurred by, on behalf of or involving any one of the Indemnified Parties to the extent arising directly from or in connection with a claim by a third-party (i.e. a person other than the Indemnified Parties) arising out of (i) any material breach of this Agreement by Joule (including its obligations, covenants, representations or warranties), except to the extent caused by the actions (or omissions where there is a duty to act) of the Municipality or its elected officials, officers, employees or agents; or (ii) any material action or omission taken or made by Joule in connection with Joule's performance of this Agreement, except to the extent caused by the actions (or omissions where there is a duty to act) of the Municipality or its elected officials, officers, employees or agents.

ARTICLE 9. CONFIDENTIAL INFORMATION.

9.1 During the Term, either Party (as the "**Disclosing Party**") may disclose or make available to the other Party (as the "**Receiving Party**") information about its business affairs, products/services, confidential intellectual property, trade secrets, third-party confidential information and other sensitive or proprietary information, whether orally or in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information shall not include information that, at the time of disclosure: (i) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of this Section 9.1 by the Receiving Party or any of its representatives; (ii) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (iii) was known by or in the possession of the Receiving Party or its representatives prior to being disclosed by or on behalf of the Disclosing Party as demonstrated by written records; (iv) was or is independently developed by the Receiving Party without reference to or use of, in whole or in part, any of the Disclosing Party's Confidential Information as demonstrated by written records; or (v) is required to be disclosed pursuant to applicable federal, state or local law, regulation or a valid order issued by a court or governmental agency of competent jurisdiction (the "**Order**"), provided that in such event the Receiving Party shall give the Disclosing Party prompt written notice of the Order and shall reasonably cooperate with the Disclosing Party prior to disclosure to provide the Disclosing Party with the opportunity, at Disclosing Party's expense, to interpose any and all objections it may have to disclosure of the information required by the Order, or to otherwise limit any disclosure required by the Order to the maximum extent permitted by law and all information disclosed shall otherwise remain Confidential Information until another exception exists described in this Section 9.1. The

Receiving Party shall: (A) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (B) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (C) not disclose any such Confidential Information to any third party, except to the Receiving Party's representatives, or approved subcontractors, who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under the Agreement, and who are under confidentiality obligations at least as protective as this Agreement. The Receiving Party shall be responsible for any breach of this Section 9.1 caused by any of its representatives or subcontractors. In the event that a request is known to have been made by anyone seeking a court order disclosing any Confidential Information, the Receiving Party will provide (if permitted by the court order) the Disclosing Party with at least fifteen (15) days notice identifying the information sought to be disclosed, the name, address and telephone number of the third party seeking disclosure, the reason for the requested disclosure, the case style, case number and court having jurisdiction over the action, if any, in which disclosure is sought, and will provide copies of the request for disclosure.

9.2 The Parties agree that any Confidential Information disclosed by Disclosing Party shall only be disclosed to those officials, employees, representatives, and agents of the Receiving Party that have a need to know in order to administer the Agreement.

9.3 Compliance by the Municipality with the New York State Freedom of Information Law ("**NY FOIL**") shall not be a violation of this Article and Municipality shall have no duty to litigate or defend any action against it under the NY FOIL; provided, however, if legally permitted Municipality shall provide notice to Joule of any such compliance prior to disclosure which results in the disclosure of information otherwise prohibited by this Agreement.

9.4 Notwithstanding the foregoing, the Municipality is permitted to share Confidential Information that is not utility confidential information with other municipal corporations that have entered into a contract with Joule relating to CCA services and are part of, or are anticipated to be part of, the same CCA aggregation.

9.5 The obligations under this Article 99 shall survive the termination or expiration of this Agreement for two (2) years.

ARTICLE 10. MISCELLANEOUS

10.1 The Parties acknowledge and agree that Joule is an independent contractor and is not an agent or employee of Municipality. Nothing in this Agreement shall be construed to create a relationship between Joule and Municipality of a partnership, association, or joint venture.

10.2 Joule covenants that the individuals engaged by Joule in any capacity, including but not limited to, employees, subcontractors and independent contractors, are authorized to work in the United States. Joule represents and covenants that it has completed the I-9 verification process for all persons who perform services for Municipality.

10.3 Neither party may assign this Agreement without obtaining express, written consent from the other party prior to assignment, which consent shall not be unreasonably withheld.

10.4 This Agreement constitutes the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior negotiations, discussions, undertakings and agreements between the Parties. This Agreement may be amended or modified only by a writing executed by the duly authorized officers of the Parties. It is understood and agreed that this Agreement may not be changed, modified, or altered except by an instrument, in writing, signed by the Parties. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument. This Agreement may be executed by facsimile or digital signature (including DocuSign).

10.5 Any controversy or claim, whether based upon contract, statute, tort, fraud, misrepresentation or other legal theory, related directly or indirectly to this Agreement, whether between the Parties, or of any of the Parties' employees, agents or affiliated businesses, will be resolved under the laws of the State of New York without regard to conflict of laws principles, in any court of competent jurisdiction in the county in which the Municipality is located.

10.6 If any provision of this Agreement is held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and shall be replaced by a valid, mutually agreeable and enforceable provision which so far as possible achieves the same objectives as the severed provision was intended to achieve, and the remaining provisions of this Agreement shall continue in full force and effect.

10.7 Section headings are inserted in this Agreement for convenience only and are not to be used in interpreting this Agreement.

[Signature page to follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives, as required by the Applicable Laws of the muMunicipality and the laws, rules and regulations of the State of New York as of the Effective Date.

Joule Assets Inc.

City of Canandaigua

By: 

By: _____

Name: Michael Gordon

Name:

Title: CEO

Title:

Roctricity LLC

By: _____

Name:

Title:

RESOLUTION #2020-047

A RESOLUTION AWARDING BID FOR PRV AND GUARD VALVES AND AUTHORIZING A BUDGET AMENDMENT

WHEREAS, the 2020 Water Fund Capital Budget included the replacement of Pressure Reducing Valve and replacement the associated butterfly guard valves (\$20,000) at the Water Treatment Plant; and

WHEREAS, there are other butterfly guard valves that were planned to be rebuilt this year as part of maintenance, but were found to be beyond the point of rebuilding and also need to be replaced and a BID alternate was added to the BID for the above referenced project; and

WHEREAS, in order to add the additional replacement butterfly guard valves a budget amendment is needed in the amount of \$10,000 and there is sufficient funds in the Water Fund Capital Reserve; and

WHEREAS, four bids were received for the above mentioned work with the lowest responsible bidder being Villager Construction for a total amount of \$30,000 (\$14,250 for the originally planned work and \$15,750 for the additional butterfly guard valves); and

WHEREAS, Staff recommends awarding the bid to Villager Construction and authorizing the budget amendment to facilitate all of the above referenced work;

NOW, THEREFORE, BE IT RESOLVED, that City Council hereby authorizes a Water Fund Capital Budget Amendment of \$10,000 from the Water Fund Capital Reserve; and

BE IT FURTHER RESOLVED, that the City Council hereby awards the bid for the PRV, Valves and Pipe to Villager Construction, 425 Old Macedon Center Road, Fairport, NY 14450 for the total amount of \$30,000 (\$14,250 for the originally planned work and \$15,750 for the additional butterfly guard valves).

ADOPTED this 2nd day of July, 2020.

ATTEST:

Nancy Abdallah
City Clerk/Treasurer

CITY OF CANANDAIGUA
NEW YORK
DEPARTMENT OF PUBLIC WORKS

James P. Sprague, P.E.
Director of Public Works

Telephone: 585-396-5060
Fax: 585-396-5002

MEMORANDUM

TO: John Goodwin, City Manager
Nancy Abdallah, City Clerk/Treasurer

FROM: James P. Sprague, P.E., Director of Public Works 

CC: James R. Abraham, Coordinator of Public Works
Peter Virkler, Chief Operator, Water Treatment Plant

DATE: 10 June 2020

SUBJECT: Selection of Contractor for replacement of four butterfly valves and one pressure reducing valve.

The Department of Public Works (DPW) has received bids to replace five (1) valves in the Water Treatment Plant (WTP). The Pressure Reducing Valve (PRV) and the two (2) butterfly guard valves associated with it were planned to be replaced this year. The two (2) other butterfly valves included in this contract were expected to be rebuilt, as a maintenance activity, but have been found to be beyond rebuilding and must be replaced. The most efficient way to replace these two valves is to bundle their replacement with the planned PRV and guard valve work.

We received bids for this work on 5 June 2020, with four contractors submitting bids. Of the bidders, Villager Construction was the low bidder, at \$30,000 (\$14,250 for the planned work, \$15,750 for the unexpected work), and is being recommended for this award. The difficulty of making a contractor selection for this project lies with the budget. The water fund capital plan for 2020 includes \$20,000 in account 200-5-8-50-8397-222, 203 WTP PRV & Guard Valves. This amount would have been sufficient for the originally planned scope of work, but is \$10,000 short of the amount needed when including the other two butterfly valves.

The water fund capital plan also has account 200-5-8-50-8397-200, Capital – Equipment Cash, which has a balance of \$25,000. This account, which isn't designated for a specific piece of capital equipment during the budgeting process, is where I recommend we fund the unplanned work from. I believe this is consistent with why this account is carried in the water fund capital plan, namely to fund needed, but unforeseen, improvements. Given that this work will require a contract, it is my understanding that this project needs to go before City Council for authorization. Unfortunately, in July the City Council meeting is scheduled to be before the finance committee meeting, making this project wait until August for action by the City Council. If possible I would like to have this project considered at a different committee meeting (the environmental and ordinance committees meeting on 16 June being the only option) so that it could be authorized at the July City Council meeting.

If you have any questions, please contact me at your convenience.

CITY OF CANANDAIGUA

BID TABULATION

WTP Supply and Installation of PRV, Valves and Pipe

Bid Opening: Friday, June 5, 2020 @ 10:00 a.m.

<u>BIDDER</u>	<u>Bid Amount</u>
Jones Specialty Service 3994 St. Route 26 Whitney Point, NY 13862 Attn. Lewis Jackson jssg@stny.twcbc.com	A. \$16,500.00 B. \$22,000.00 C. \$38,500.00 Bid Check copy attached
Villager Construction 425 Old Macedon Center Road Fairport, NY 14450 Attn. Mike Peterson mpeterson2@villagerci.com	A. \$14,250.00 B. \$15,750.00 C. \$30,000.00 Bid Bond copy attached
Crosby Brownlie 100 Nassau Street Rochester, NY 14605 Attn. Doug Timm dtimm@crosbybrownlie.com	No Bid
JW Danforth 930 Old Dutch Road Victor, NY 14564 Attn. Mike Ranalletta mranelletta@jwdanforth.com fcatalano@jwdanforth.com	A. \$13,688.00 B. \$18,137.00 C. \$31,200.00 Bid Bond copy attached
Dakksco Pipeline 2 Eastman Place Leicester, NY 14481 Attn. Dan Morin dakkscopipeline@hotmail.com	A. \$16,944.00 B. \$31,544.00 C. \$48,488.00 D. Bid Bond copy attached
Empire State Mechanical 3055 Sherwood Road Palmyra, NY 14522 Attn. Mark Oswald markoswald@rochester.rr.com	No bid

Landry Mechanical 146 Flint Hill Road LeRoy, NY 14482 Attn. Jason Drake <u>jasond@landrymechanicalcontractors.com</u>	No Bid
Postler & Jaeckle 615 South Avenue Rochester, NY 14620 <u>info@postler.com</u>	No bid
Livingston Mechanical Contractors 2060 Lakeville Road Avon, NY 14414 Attn. Aaron Dominiak <u>adominiak@lmcic.com</u> Kevin Ramph <u>kramph@lmcic.com</u>	No Bid

RESOLUTION #2020-048

RESOLUTION APPROVING SETTLEMENT OF PENDING TAX ASSESSMENT LITIGATION WITH FORT HILL HOUSING DEVELOPMENT FUND COMPANY, INC., CONIFER FORT HILL ASSOCIATES, L.P., AND AUDITORIUM AT FORT HILL, LLC.

WHEREAS, there is currently tax assessment litigation pending between the City of Canandaigua and Fort Hill Housing Development Fund Company, Inc., Conifer Fort Hill Associates, L.P., and Auditorium at Fort Hill, LLC in the New York State Supreme Court, Ontario County, for the 2018/2019 tax assessment year (Index number 118962-2018) entitled *Fort Hill Housing Development Fund Company, Inc., Conifer Fort Hill Associates, L.P., and Auditorium at Fort Hill, LLC v. The Assessor(s) for the City of Canandaigua, the Board of Assessment Review for the City of Canandaigua, and the City of Canandaigua in the County of Ontario, New York and the Canandaigua City School District* relating to property located at 235 North Main Street, Canandaigua, New York 14424 (tax identification # 71.17-1-35.21) (hereinafter, the “Apartment Property”) and 20 Fort Hill (tax identification # 71.17-1-35.22) (hereinafter, the “Theater Property”) in the City of Canandaigua; and

WHEREAS, there is also tax assessment litigation pending between the same parties for the 2019/2020 tax assessment years (Index number 125277-2019) relating to the Apartment Property, but not the Theater Property; and

WHEREAS, there aforesaid tax assessment proceedings are hereinafter referred to as the “Litigation”; and

WHEREAS, the Apartment Property was assessed at \$2,508,000.00 on the 2018/2019 assessment roll, \$4,808,900.00 on the 2019/2020 assessment roll, and \$3,738,360.00 on the 2020/2021 assessment roll; and

WHEREAS, the Theater Property was assessed at \$665,000 on the 2018/2019 assessment roll; and

WHEREAS, after reviewing all documentation, the assessor and City Corporation Counsel recommend to the City Council that the Litigation be settled; and

WHEREAS, it is proposed that, in settlement of the Litigation, the Litigation shall be discontinued; and

WHEREAS, it is proposed that, in settlement of the Litigation, the assessment of the Apartment Property shall be reduced to the following assessment levels:

2018/19: \$2,352,580.00

2019/20: \$2,253,898.00 (based on a full value of \$2,323,607.00 and a 97% equalization rate)

2020/21: \$1,241,307.00 (based on a full value of \$1,293,029.00 and a 96% equalization rate); and

WHEREAS, it is proposed that, in further settlement of the Litigation, the assessment of the Theater Property be reduced to \$115,000.00 on the 2018/2019 assessment roll; and

WHEREAS, it is proposed that, in settlement of the Litigation, Real Property Tax Law Section 727 shall not apply to this settlement; and

WHEREAS, it is proposed that, in settlement of the Litigation, full refunds shall be paid by the City of Canandaigua, County of Ontario, and Canandaigua City School District based on the reduced assessments for the years at issue within 45 days of receiving a demand for such refunds, and that interest shall only be owed on the refunds to the extent such refunds are not paid within the aforesaid time period;

NOW, THEREFORE, BE IT RESOLVED, that settlement of the Litigation on the terms set forth above, including the reduction of the assessment of the Apartment Property to \$2,352,580.00 on the 2018/19 assessment roll, \$2,253,898.00 on the 2019/20 assessment roll, and \$1,241,307.00 on the 2020/21 assessment roll and reduction of the assessment of the Theater Property to \$115,000.00 on the 2018/2019 assessment roll, and payment of refunds, and waiver of the application of Real Property Tax Law Section 727 is hereby approved; and

BE IT FURTHER RESOLVED that City Corporation Counsel may seek Court approval for the aforesaid settlement; and

BE IT FURTHER RESOLVED that the City Manager and City Corporation Counsel are authorized to execute all documents necessary to effectuate the referenced settlement.

ADOPTED this 2nd day of July, 2020.

ATTEST:

Nancy Abdallah
City Clerk/Treasurer

RESOLUTION #2020-049

A RESOLUTION RETAINING BOYLAN CODE LLP AS CORPORATION COUNSEL

WHEREAS, on at the City Council meeting held August 3, 2017, City Council appointed Boylan Code, LLP as Corporation Counsel; and

WHEREAS, the current agreement expired July 31, 2019, but has continued on a month-to-month basis; and

WHEREAS, the City Council is desirous of continuing to retain the services of Boylan Code, LLP to serve as Corporation Counsel for a term to expire December 31, 2021 pursuant to the terms and conditions as set forth in the attached engagement agreement;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Canandaigua that the law firm of Boylan Code LLP is hereby retained as Corporation Counsel of the City of Canandaigua, New York pursuant to the Charter of the City of Canandaigua, and the laws of the State of New York; and

BE IT FURTHER RESOLVED that Mayor Bob Palumbo is hereby authorized and directed to execute an agreement between the City of Canandaigua and the law firm of Boylan Code LLP in substantially the same form as attached hereto.

ADOPTED this 2nd day of July, 2020.

ATTEST:

Nancy C. Abdallah,
City Clerk/Treasurer

June 26, 2020

VIA EMAIL & U.S. MAIL

Honorable Mayor Robert Palumbo
City of Canandaigua
2 N. Main Street
Canandaigua, New York 14424
Email: bob.palumbo@canandaiguanewyork.gov

Re: Agreement to Serve as Corporation Counsel

Dear Mayor Palumbo:

The law firm of Boylan Code LLP (the “Firm”) is pleased to have the opportunity to continue to serve as Corporation Counsel to The City of Canandaigua (the “City”) until December 31, 2021 (the “Term”). The scope of our representation is more fully set forth below in this letter agreement (the “Agreement”). We look forward to working with you and the City’s leaders, staff and elected officials.

Upon the expiration of the Term of this Agreement, the Firm’s legal representation of the City will end, but may be extended by mutual agreement of the City and the Firm on such further terms and conditions as the City and the Firm may then agree in writing. During the Term of this Agreement, we will do our best to provide the City with quality legal services in a responsive and efficient manner.

Fundamental to a sound attorney-client relationship is a clear understanding of the terms and conditions upon which we will be providing legal services to the City. Accordingly, the purpose of this Agreement is to clarify and confirm those terms and conditions. We apologize beforehand for the formal nature of this Agreement; however, its terms and conditions are now mandated by the current New York Lawyer’s Code of Professional Responsibility and Rules of Court.

A. **Scope of Services**

We will act as Corporation Counsel to the City of Canandaigua during the Term of this Agreement and provide legal representation to the City on all matters as set forth below. The legal services we will provide under this Agreement shall be grouped in two separate categories; basic services provided under a flat fee of \$100,000.00 per year (the “Flat Fee Services”), and additional

services provided at a rate of \$220.00 per hour (the “Hourly Services”). Specific terms and conditions regarding the accrual and payment of fees for Flat Fee Services and Hourly Services is set forth below in Section D (Fees, Disbursements and Other Charges). The division of legal services between the two categories shall be as follows:

Flat Fee Services

- Represent the City in all litigation and proceedings before the City of Canandaigua Court (i.e., the monthly Local Law Calendar);
- Draft and review ordinances, resolutions, policies and procedures, and contracts prior to consideration by the City Council to ensure compliance with state, federal and local laws;
- Coordinate the Corporation Counsel department budget;
- Address civil code enforcement, land use, zoning, labor relations, and legislative interpretation;
- Research and prepare oral and written legal opinions for City Council, the City Manager, Department Heads, staff, committees, commissions, and boards;
- Represent the City on all routine real estate matters;
- Attend Council, Board, Commission and Department meetings at the direction of the Mayor and City Manager; and
- Represent the City on all other general municipal matters not classified below as “Hourly Services.”

Hourly Services

- Represent the City in Article 78 proceedings and tax certiorari proceedings;
- Represent the City in litigation and proceedings before any county, state or federal court; and
- Significant, special projects as mutually agreed the City and the Firm.

We will provide the City with a detailed invoice on a monthly basis for all time spent on the City’s legal matters.

B. Staffing

David K. Hou, Partner, will be the attorney on site in Canandaigua and primarily responsible for the City’s legal representation. Mr. Hou is the designated responsible Partner for the City. Inquiries may be made by telephone or email and should be addressed initially to Mr. Hou. During periods of time when Mr. Hou is absent for vacations or other reasons, Mark A. Costello, Partner, will be the primary contact. The Firm will provide the City with prior, written notice when these situations occur. We will endeavor to respond to inquiries the same day to the extent reasonably possible, but in any event no later than within 24 hours.



In addition to Mr. Hou, we have a staff of skilled municipal attorneys, many of whom are Partners in the Firm, and paralegals to whom Mr. Hou may assign legal work for the City and who will also be providing legal services from time to time, depending on the expertise required for a given matter.

It is our goal to provide quality legal services in an efficient, economical manner. As stated above, at times, this may necessitate involving other firm attorneys with the requisite experience and/or paralegals, who are not attorneys but are experienced in the preparation of documents and the completion of various tasks.

From time to time, internal conferences may also take place among our personnel, and two or more may attend meetings or proceedings on the City's behalf. Although this approach might seem to result in duplication of effort, it is our belief that this practice facilitates communication, improves the quality of the work, and ultimately is more economical to the City as the client.

When questions or comments arise about our legal services, staffing, billings, or other aspects of our representation, please do not hesitate to contact Mr. Hou. It is important that you are always satisfied with our legal services and responsiveness and we appreciate timely feedback so that concerns may be addressed and resolved on a timely basis. As part of this legal representation, Mr. Hou will meet with City Council at their request at mutually agreeable times during the Term of this Agreement to discuss this legal engagement and make any necessary adjustments as mutually agreed.

C. Responsibilities

In reliance upon information and guidance provided by the City, we will provide legal counsel and assistance to the City in accordance with this Agreement, keep the City informed of progress and developments, and respond to the City's inquiries. To enable us to render these legal services effectively, the City agrees to cooperate fully with us regarding the preparation and presentation of all matters as to which we are consulted as legal counsel to the City, to fully and accurately disclose to us all facts that may be relevant to all such matters or that we may otherwise request, and to keep us timely apprised of any and all material developments relating to all such matters.

During the course of our legal representation, we may express our opinions or beliefs concerning a matter and the results that might likely be anticipated, based upon our experience. Any such statement made by any attorney or employee of the Firm is intended to be an expression of opinion only, based on information available to us at the time, and must not be construed by the City as a promise or guarantee of any particular result. Likewise, to preserve the integrity of the attorney-client relationship, there should be no public comment regarding any legal advice that we may provide to the City by any public official or staff absent prior discussion and confirmation by



us and by the Mayor that any such disclosure is appropriate.

D. Fees, Disbursements, and Other Charges

Our fee for the Flat Fee Services described in Section A (Scope of Services) shall be a flat, annual legal fee in the amount of \$100,000.00, payable monthly to the Firm in twelve, equal installments of \$8,333.33. In addition, our fee for the Hourly Services described in Section A (Scope of Services) shall accrue at the rate of \$220.00 per hour, billed monthly. It is our intention to charge back legal fees to applicants for special projects to the extent permitted by law and consistent with the City's Code, policies, and procedures.

The City will receive a statement of services at the end of each month detailing the number of hours spent that month, the work performed, and the attorney or paralegal who performed the work. Billing statements will segregate Flat Fee Services and Hourly Services. While we do not anticipate significant disbursements or out of pocket expenses, we must advise that in addition to our fees, the City will be responsible for payment for disbursements and out-of-pocket expenses, typically in the form of messenger service, certified mail or other postal charges, copying costs, long-distance telephone calls, service of process fees, filing fees and/or court costs and if necessary, use of any third-party consultants (with prior consent from the City). Any significant disbursements or out-of-pocket expenses will be discussed with the City prior to being incurred.

Our firm's statement for services rendered and for reimbursement of disbursements and out-of-pocket expenses will be invoiced on a monthly basis. Any statements for services remaining unpaid for more than 30 days will be subject to a late payment fee of 1.25% per month. Payment is expected promptly, however, should the City anticipate any difficulties in timely payment, the City should immediately contact Mr. Hou upon receipt of our billing statement to discuss whether an accommodation can be made. The City should also be aware that failure to pay the firm's billing statements as rendered, or as modified by agreement, may result in withdrawal of our representation.

Lastly, in accordance with Part 1215 of the Joint Rules of the New York State Appellate Divisions, these rules require us to advise the City that if a dispute arises about our fees, the City has the right to arbitration of the dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts, a copy of which will be provided upon request.

E. Client Confidentiality

Generally, all information we receive from the City is held in confidence and is not released to any outside individuals or organizations, except as agreed to by the City, or as required under an applicable law. We retain records relating to professional services that we provide so that we are better able to assist the City with its professional needs and, in some cases, to comply with



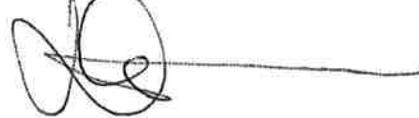
professional guidelines. In order to guard its non-public personal information, we maintain physical, electronic, and other procedural safeguards that comply with our professional standards.

If this Agreement accurately reflects the City's understanding of and its agreement to the terms and conditions of our legal representation of the City, please confirm the City's acceptance by signing both duplicate original copies of this Agreement in the space provided below, retaining one copy for your records and promptly returning the other, duplicate original copy to me. Upon acceptance, these terms and conditions will apply retroactively to the date we first performed services on the City's behalf.

Again, with our apologies for the formal nature of this engagement Agreement, we wish to convey that we are delighted to have the opportunity to continue to be of service to the City. We have greatly enjoyed serving as Corporation Counsel and look forward to a continued mutually beneficial attorney-client relationship.

Very truly yours,

BOYLAN CODE LLP



David K. Hou

cc: John Goodwin, City Manager

Acceptance

I have read and understand the terms and conditions set forth in this letter and, on behalf of the City of Canandaigua and agree to them.

Dated: _____, 2020

Honorable Mayor Robert Palumbo
City of Canandaigua, New York



RESOLUTION #2020-050

**A RESOLUTION SUPPORTING THE RENAMING OF COURT STREET
TO SUSAN B. ANTHONY LANE**

WHEREAS, Susan B. Anthony was an American reformer and human rights activist who played a pivotal role in the social justice advancements made in the United States during the 19th and 20th Centuries; and

WHEREAS, in addition to having a leading role in the abolitionist movement Susan B. Anthony, was also a national leader in the Women's Suffrage Movement and, along with Elizabeth Cady Stanton, formed a friendship that was pivotal for them and for the women's movement as a whole; and

WHEREAS, on November 1, 1872, three years after founding the National Woman Suffrage Association, Susan B. Anthony reported to a voter registration office in Rochester, New York's 8th ward demanding to be registered, quoting the newly ratified Fourteenth Amendment which stated that "No State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States" as justification for registration;

WHEREAS, expecting to be turned away, on November 5th, 1872, Susan B. Anthony reported to a polling location with fourteen (14) other women and officially voted in an election leading to her arrest and subsequent federal trial; and

WHEREAS, on June 17, 1873, *United States v. Susan B. Anthony* began in the City of Canandaigua, New York, gaining national coverage fueling a national debate on Women's Suffrage; and

WHEREAS, although the controversial proceedings led to her conviction, prior to sentencing she delivered what has been called "the most famous speech in the history of the agitation for woman suffrage" and refused to pay the \$100 fine; and

WHEREAS, although another forty-seven (47) years passed before the 19th Amendment was ratified, Susan B. Anthony's dream of Women's Suffrage became a reality on August 18, 1920 stating that "the right of citizens of the United States to vote shall not be denied or abridged by the United States or by any state on account of sex..."; and

WHEREAS, 2020 marks the 100th Anniversary of the 19th Amendment, and to commemorate her contributions to Civil, Human, and Women's Rights as well as the City's role in history, we respectfully ask the Ontario County Board of Supervisors to rename Court St, which runs behind the County Court House where she was tried, to Susan B. Anthony Lane;

NOW, THEREFORE, BE IT RESOLVED, that City Council hereby applauds and supports the renaming Court Street to Susan B. Anthony Lane and proudly welcomes the opportunity to commemorate Susan B. Anthony's immeasurable contributions.

ADOPTED this 2nd day of July, 2020.

ATTEST:

Nancy Abdallah
City Clerk/Treasurer