

March 10, 2014
Town of Albion Regular Meeting

Agenda:

1. Call Meeting to Order
2. Pledge of Allegiance
3. Exit Message
4. FYI- Remind residents to sign attendance sheet
5. Roll Call
6. Public Comment
7. Motion to approve the agenda
8. Motion to approve minutes of the February 10, 2014 meeting.
9. Resolution approving the vouchers
10. Motion to approve payment prior to the abstract of the MVP and CSEA health care bills in the amount of \$5,356.96.
11. Rick Stacey – RS Automation – Proposal for the monitoring system on the water tank.
12. Motion to accept the review of the Town Clerk, Tax Collector and Court Clerk records for 2013 by the Bonadio Group.
13. Motion to appoint Kevin Sheehan to the Planning Board to fill remaining term of David Cristofaro which expires 12-31-2016
14. Resolution Opposing Expansion of Native American Casino Gaming in Western New York
15. Resolution supporting Rural Broadband Deployment
16. Resolution rejection of plan 2014.
17. Resolution for an alternative property tax freeze
18. Discussion of the Canal Bridges
19. Executive Session

February 10, 2014

Town of Albion regular Town Board meeting held in the Town hall, 3665 Clarendon Rd.

Meeting called to order at 7:00 pm.

Pledge of Allegiance was said and the exit message was given.

Present was Councilperson Daniel Poprawski, Councilperson Richard Remley, Supervisor Matthew Passarell, Councilperson Jake Olles and Councilperson Todd Sargent.

Supervisor Matthew Passarell: I need a motion to approve the agenda.

Motion was made by Councilperson Richard Remley and was seconded by Councilperson Daniel Poprawski approving the agenda as published and submitted. Motion carried by the following vote:

Councilperson Daniel Poprawski, aye	Councilperson Richard Remley, aye
Supervisor Matthew Passaell, aye	Councilperson Jake Olles, aye
Councilperson Todd Sargent, aye	

Supervisor Matthew Passarell: I need a motion to approve the minutes.

Motion was made by Councilperson Todd Sargent and was seconded by Councilperson Jake Olles approving the minutes of the January 6, 13 and 27 meetings as published and submitted. Motion carried by the following vote:

Councilperson Daniel Poprawski, aye	Councilperson Richard Remley, aye
Supervisor Matthew Passaell, aye	Councilperson Jake Olles, aye
Councilperson Todd Sargent, aye	

Supervisor Matthew Passarell: I need a motion to approve the vouchers.

Resolution #39	Payment of Claims
Whereas, the following are against the Town:	
General A & B #'s – 34 - 71	\$ 36,535.76
Highway DA & DB #'s – 13 – 29	\$ 35,890.88
Water Districts #'s – 5 – 10	\$ 52,406.42
Sewer District #1 #'s – 1 – 2	\$ 4,233.62
For a grand total of	\$129,066.68

Motion was made by Councilperson Richard Remley and was seconded by Councilperson Todd Sargent to approve payment of the above listed claims. Resolution duly adopted by the following vote:

Councilperson Daniel Poprawski, aye	Councilperson Richard Remley, aye
Supervisor Matthew Passaell, aye	Councilperson Jake Olles, aye
Councilperson Todd Sargent, aye	

Supervisor Matthew Passarell: I need a motion to pay the health care bills.

Motion was made by Councilperson Jake Olles and was seconded by Councilperson Daniel Poprawski to approve payment prior to abstract of the health care bills in the amount of \$5,356.96. Motion carried by the following vote:

Councilperson Daniel Poprawski, aye	Councilperson Richard Remley, aye
Supervisor Matthew Passaell, aye	Councilperson Jake Olles, aye
Councilperson Todd Sargent, aye	

February 10, 2014

Supervisor Matthew Passarell: Next is the downtown grant.

The Board thanked Katelin Olsen and the DANAC committee for all their hard work on the downtown grant.

Supervisor Matthew Passarell: Next item for discussion is the Attorney for the Town.

The Board discussed their options and expressed their opinions on who they thought would be the best fit for the Town as the Attorney. After the discussion the following action was taken:

Resolution #40 Attorney for the Town

Motion was made by Supervisor Matthew Passarell and was seconded by Councilperson Richard Remley authorizing the appointment of James Bell as the Attorney for the Town. Said contract shall become part of these minutes once it is received executed by all parties. Resolution duly adopted by the following vote:

Councilperson Daniel Poprawski, aye	Councilperson Richard Remley, aye
Supervisor Matthew Passarell, aye	Councilperson Jake Olles, abstain
Councilperson Todd Sargent, aye	

Supervisor Matthew Passarell: Town of Murray pass through charge.

The Board discussed this and the following action was taken:

Motion was made by Councilperson Jake Olles and was seconded by Supervisor Matthew Passarell to waive the pass through charge of .13¢ above the Village of Albion per thousand gallon charge. Said contract will be amended to reflect this and the Town of Murrays rate will be \$2.99 per thousand gallons. Motion carried by the following vote:

Councilperson Daniel Poprawski, aye	Councilperson Richard Remley, aye
Supervisor Matthew Passarell, aye	Councilperson Jake Olles, aye
Councilperson Todd Sargent, aye	

Supervisor Matthew Passarell: I need a resolution for the contract with the County.

Resolution #40 Town Animal Contract

Motion was made by Councilperson Richard Remley and was seconded by Councilperson Daniel Poprawski to accept the contract with Orleans County for Animal Control services in the amount of \$4,980.44. The contract in its entirety is hereby filed with and made a part of these minutes.

Councilperson Daniel Poprawski, aye	Councilperson Richard Remley, aye
Supervisor Matthew Passarell, aye	Councilperson Jake Olles, aye
Councilperson Todd Sargent, aye	

Supervisor Matthew Passarell: Everyone received the Time Warner Franchise Agreement. Any questions on this?

Resolution #41 Time Warner – Franchise Agreement

The franchise agreement in its entirety is hereby filed with and made a part of these minutes.

Motion was made by Councilperson Todd Sargent and was seconded by Councilperson Richard Remley authorizing the acceptance of this agreement. Resolution duly adopted by the following vote:

Councilperson Daniel Poprawski, aye	Councilperson Richard Remley, aye
Supervisor Matthew Passarell, aye	Councilperson Jake Olles, aye
Councilperson Todd Sargent, aye	

Supervisor Matthew Passarell: Water tank proposal.

February 10, 2014

The Board discussed the proposal and the reasons for the repair to the monitoring system on the water tank in the Town of Barre. After the discussion the following action was taken. The Board decided to table this until the March meeting and have Rick Stacey present to answer questions on this. Matt will speak to the Village of Albion about this.

Supervisor Matthew Passarell: I need a motion authorizing me to sign the property declaration.

Motion was made by Councilperson Richard Remley and was seconded by Councilperson Todd Sargent authorizing Supervisor Passarell's signature on the NYSMS grant property maintenance declaration for the streetscape items. Motion carried by the following vote:

Councilperson Daniel Poprawski, aye	Councilperson Richard Remley, aye
Supervisor Matthew Passarell, aye	Councilperson Jake Olles, aye
Councilperson Todd Sargent, aye	

Supervisor Matthew Passarell: Does anyone have anything for public comment?

Those in attendance were given the opportunity to ask questions or voice any concerns that they may have had.

Supervisor Matthew Passarell: I need a motion for executive session.

Motion was made by Supervisor Matthew Passarell and was seconded by Councilperson Jake Olles to enter executive session at 7:35 pm for contract negotiations. Motion carried by the following vote:

Councilperson Daniel Poprawski, aye	Councilperson Richard Remley, aye
Supervisor Matthew Passarell, aye	Councilperson Jake Olles, aye
Councilperson Todd Sargent, aye	

Matt P. called executive session to order at 7:36 pm. Present were Matt, Dan, Dick, Jake, Todd and Jim Bell, Town Attorney

Matt asked for an update on union negotiations with the town highway department. Jake responded that no new meetings have been held because of the weather conditions requiring overtime. Jake has asked them to provide a few dates that can be mutually agreed upon for a meeting. Matt then informed the Board that the Town has established a relationship with Work Fit medical to do drug testing. This will make us compliant with State regulations.

The Executive Session was concluded at 7:50pm

The Board then went back into regular session at 7:51 pm. There was a discussion with Jim Bell and Mr. Bell agreed to provide the board with a retainer agreement. Jake made a motion to hire Jim Bell as Town attorney and that all special legal needs of the town be directed through Matt. Additionally, that the Attorney Agreement passed in January be amended to reflect Mr Bell as Town Attorney. Motion seconded by Dan. All voted – Yea

Jake made a motion to close the meeting at 8:01pm, seconded by Todd. All voted - Yea

RSAutomation
PROCESS AUTOMATION ENGINEERING
OEM Equipment Manufacturer/Supplier
4015 Oak Orchard Rd,
Albion, NY 14411
585-283-4500

Dale Ostrowski
Town of Barre/ Co Elevated Water Tank
14317 West Barre Rd
Albion, NY 14411

1/30/14

RE: Elevated Water Tank Remote Level and PLC Controls upgrade/replacement, Proposal Q13014

QUOTATION for the following: Replace the failing and obsolete Modem based level controls on the Elevated Tank Located in the Town of Barre, (behind the Fire Hall).

In this proposal RS Automation is offering to replace the failed Siemens D-620 Modem based level controls with a new Allen Bradley Ethernet Compact-logix plc and a Brick industrial based computer running Windows software to allow Virtual Private Networking between the Albion Water Plant and the Elevated Tank in Barre. The New Allen Bradley Controls will also have a 7" color panelview interface for display of levels and outputs at the elevated tank. This new plc will allow the Albion and Barre Water management team to remotely monitor the levels in the elevated tank securely via the internet. The reason for this upgrade is due to the failing Verizon copper based phone system that is continually failing and not allowing the Albion Village water plant to maintain levels in this tank. With a recent fire this month the water management realized the immediate exposures of running out of water due to the Siemens systems was down once again during this fire.

The control installation in this project is estimated due to the amount of time to rework the existing control cabinet will take a bit of electrical services to allow it to fit within the existing enclosure and utilize re-use the power distribution. RSA will Mount and wire all components listed below to allow for the remote monitoring for the new controls.

At this time we will only integrate the level readout for remote monitoring with Alarming for level controls. This project proposes eliminating the Existing Verizon phone line charges and utilizing a wireless modem from the Barre Fire hall via Time Warner Road Runner that is currently being paid for by the Fire Hall. This is a Cost Savings that can be realized by the Townships for this replacement/upgrade. This project would need a wireless access into the fire hall's router for this Virtual private networking. The Second part of this project will utilize a static IP address at the Village water plant along with their Time Warner roadrunner internet to a Advantech industrial PC with Solid State hard-drive and monitor for remote access into the Elevated Tank PLC Readings.

Engineering Services:

System Electrical /Controls programming for the above are included in this proposal.
System Start up and testing for acceptance at RS Automation prior to integration.

Responsibilities:

By RSA: System Electrical /Controls for single control panel.

Electrical Equipment Supplied:

Item	Product	Description	Qty
1	AB	1769-I16 Compact Logix PLC	1
2	AB	1606 Power Supply, 24-28V DC, 100 W, 120vac	1
3	AB	Panelview 700 7' Color Ethernet Machine Interface	1
4	RSA	Nema 12 Control Panel and misc equipment for integration	1
5	AB	Supplementary Protectors, 1 pole circuit protection	2
6	Advantech	Industrial Brick PC- Solid State Hard Drive. with 1- Monitor and keyboard.	2

PRICE \$10,832.00

On Site PLC Services RSA – On site PLC Engineer for Start-up and Integration. \$85/hr plus expenses.

Estimated Installation Minimum 8 hours PRICE \$760.00 plus Expenses.

Additional Engineering support services:

(Software Engineer for 1-days onsite calibration and startup with one system controls engineer).
 The Price for Software Engineering assistance during project commissioning is \$85.00 per Hour for up to 8 hrs/day and \$105.00/hr for overtime past 10hrs/day and weekends.

 The Price for Service Technician assistance during project commissioning is \$65.00 per Hour for up to 8 hrs/day and \$85.00/hr for overtime past 10hrs/day and weekends.
 Expenses for travel will be at Cost.

DELIVERY: 4 -8 WEEKS ARO

Sincerely,

Rick Stacey
RS Automation
 4015 Oak Orchard Rd
 Albion NY 14411
 585-283-4500 Engineering
 RickS@RSAutomation.net
 RSAutomation.net

Specific Terms and Conditions

- 1.) **TAXES AND OTHER CHARGES** No state, local, federal or tax of any kind has been included. It is the responsibility of Town of Barre to determine if this transaction is subject to any tax, assessment, or other charge under any statutory provision for the ownership, sale or use of the items here offered and to promptly report and pay them.
- 2.) **LICENSES** It is the responsibility of Town of Barre to obtain any and all necessary licenses, permits and approvals for the delivery, installation and/or operation of the Equipment.
- 3.) **INTELLECTUAL PROPERTIES** The intellectual properties of **RSA**, will remain **RSA**'s exclusive property and is never given to Town of Barre.
- 4.) **RSA , SOFTWARE RIGHTS** **RSA** , will remain the owner of all software developed or used by **RSA** , or used in this project. Software is not sold but only licensed for use and modification by v and only for the application and unit of operation for which it was sold.
- 5.) **DAMAGES** **RSA** shall not be liable for any direct, indirect, special or consequential damages, nor for any other claim arising out of the sale or use of any equipment, programs or services supplied, whether alleged in contract, breach of warranty, tort (including negligence), or otherwise. **RSA** SHALL NOT BE CALLED UPON TO MAKE ANY ALLOWANCE FOR MATERIAL, LABOR, REPAIRS OR ALTERATIONS MADE FOR ITS ACCOUNT BY Town of Barre UNLESS PRIOR WRITTEN AUTHORIZATION HAS BEEN OBTAINED FROM **RSA**
- 6.) **FOB** is Point of Origin.
- 7.) **TERMS** Payments are net 30 days, and will be invoiced as follows:
 - 35% due at time of order
 - 30% due four weeks after receipt of order
 - 30% due Prior to shipment
 - 5% due at receipt of Equipment at **Rochester NY**.
- 8.) **DELIVERY** is 4 to 8 weeks after receipt of acceptable order, provided that **Rochester NY** meets the approval and payment due dates listed above.
- 9.) **ENTIRE AGREEMENT** The terms hereof, including those written within the body of this document shall constitute the entire Agreement between Town of Barre and **RSA** The Agreement shall be construed in accordance with the laws of New York State. In the event that any of the printed terms and conditions set forth are in conflict with or inconsistent with the terms typewritten or handwritten within this proposal, then the typewritten or handwritten terms shall govern to the extent necessary to remedy the conflict or inconsistency, but the printed terms and any portion thereof shall govern in all other respects.

RSA STANDARD TERMS AND CONDITIONS

1 DEFINITIONS

- 1.1 Equipment
The equipment described in the Quotation;
- 1.2 Performance Criteria
The guaranteed levels of performance of the Equipment, as may be specified in the Quotation;
- 1.3 Price
The amount of money due Seller for the Equipment, as specified in the Quotation;
- 1.4 Purchaser
The person or entity to whom the Quotation is addressed;
- 1.5 Quotation
The document in which the Equipment is offered for sale;
- 1.6 Seller
The company issuing the Quotation;
- 1.7 Site
The physical location where the Equipment will be installed.

2 SELLER'S RESPONSIBILITIES

- 2.1 Seller shall supply the Equipment, which shall be free from defects in design, material and workmanship. Such warranty on the Equipment is further set out in clause 7.
- 2.2 Seller shall fully comply with its obligations as specified in the Quotation and these General Conditions of Sales in a timely and professional manner using due care to safeguard the interests of purchaser.
- 2.3 Seller shall deliver the Equipment in accordance with an agreed-upon time schedule. If there is no such time schedule, Seller shall deliver the Equipment on a best efforts basis.

3 PURCHASER'S RESPONSIBILITIES

- 3.1 Purchaser shall obtain any necessary licenses, permits and approvals for the delivery and installation of the Equipment.
- 3.2 Purchaser shall fully comply with its obligations as specified in the Quotation and the General Conditions of Sales in a timely manner.

4 PRICE

- 4.1 The Price is exclusive all, at Seller's option, either taxes, duties, and other charges or fees.
- 4.2 Purchaser shall promptly, at Seller's option either reimburse Seller or make funds available to pay for any fees or charges which are not clearly specified as the responsibility of the Seller.
- 4.3 If by no fault of the Seller or Seller's subcontractors, Seller is delayed in the delivery of Equipment, Seller shall be entitled to increase the price to reflect any actual costs incurred because of the delay.

5 PAYMENT TERMS

- 5.1 If required by Seller, the formation of any agreement between Purchaser and Seller shall be subject to Purchaser providing an appropriate security (form, content and issuer to the satisfaction of the Seller) for the full and timely payment of the Price. Thereafter Purchaser shall supplement such security as Seller may reasonably request from time to time.
- 5.2 Purchaser shall pay seller the Price in accordance with the payment schedule set forth in the Quotation. If there is no payment schedule in the Quotation, Purchaser shall pay Seller the Price as invoiced by Seller in accordance with normal and customary practices of the trade.
- 5.3 Unless otherwise specified in the Quotation, in case of delayed

payment, Purchaser shall pay seller interest on the amount delayed at the rate of five (5) percent over the average LABOR rate during the period of default or at the highest rate allowed by applicable law, whichever rate is lower.

Transfer of funds shall be made in accordance with a mutually agreed upon procedure. If no procedure is agreed upon, then Purchaser shall transfer funds as directed by Seller in accordance with normal and customary practices of the trade, provided that the money shall be put at Seller's free disposal in the country of Seller's principal place of business free and clear of any encumbrances, levies, bank charges or fees of any nature whatsoever. Purchaser shall pay Seller the Price without any set-offs or counterclaims whatsoever.

In the event Purchaser does not strictly comply with the terms of payment set out in the Quotation or herein, Seller may, in addition to any other remedies available to Seller, suspend all performance until Purchaser has so complied.

6 DELIVERY

Delivery terms (including insurance premiums and freight) shall be in accordance with the terms specified in the Quotation. In the absence of such specification, the risk of loss or damage to the Equipment and responsibility for payment of insurance premiums and freight passes to Purchaser upon Seller's delivery of the Equipment to the first transport company.

Unless otherwise specified, Seller shall, at its own cost, pack the Equipment in a manner suitable to protect the Equipment during its transport. Each package or non-crated item shall be appropriately marked and labeled.

Unless otherwise specified, the time for delivery of the Equipment shall start to run upon the resolution of all technical and commercial terms including receipt by Seller of any advance payment and of any applicable security for the remaining part of the price.

Seller's ability to deliver the Equipment timely is expressly contingent on the timely performance by Purchaser of all Purchaser's obligations in the Quotation and these General Conditions of Sales. If Purchaser fails to perform in timely fashion and if Seller is unable therefore to deliver the Equipment in a timely fashion, Seller shall have no liability to Purchaser whatsoever for delays incurred.

If Seller fails to deliver Equipment in accordance with the time schedule, Seller may be obliged to pay Purchaser liquidated damages. Seller's obligation to pay liquidated damages shall apply only if Seller has explicitly guaranteed delivery by a fixed date and failed to do so by reason of Seller's sole fault. Unless otherwise specified, such damages shall amount to 0.25% of that fraction of the Price attributable to the delayed part of the Equipment each full week of delay. In no event shall such liquidated damages exceed five (5) percent of such fraction of the Price. Such liquidated damages are Purchaser's sole remedy for Seller's failure to supply the Equipment by the date guaranteed. Seller shall have no further liability whatsoever to Purchaser for delays incurred.

If Seller is unable to supply Equipment in accordance with the time schedule through the fault of the Purchaser or Purchaser's agents or subcontractors, Purchaser shall nevertheless pay Seller in accordance with the payment schedule.

6.7 If Purchaser is unable or unwilling to accept physical delivery of the Equipment at the time specified in the time schedule or herein, Seller may store the Equipment at Purchaser's cost. In such an event, the Equipment shall be deemed delivered as of the date of storage for purposes of payment and timeliness of Seller's delivery. 6.8 Regardless of the delivery terms specified, Seller shall retain title to the Equipment until full payment thereof has been made, if allowed by applicable law.

7 **MECHANICAL WARRANTIES ON EQUIPMENT**

7.1 Seller warrants to Purchaser that each item of Equipment is as specified in the Quotation. Seller further warrants that each item of Equipment quoted is free from defects in design, materials and workmanship. This warranty also extends to any repairs or replacements of defective Equipment during the warranty period.

7.2 The warranty period on each item of Equipment is one (1) year after its installation or eighteen (18) months after its shipment, whichever occurs first. The warranty period for repairs or replacement parts is one (1) year from date of repair or replacement but no longer than two (2) years from the shipment of the original item replaced. This warranty period is based on an operation of eight (8) hours per day. Use of the equipment in excess of eight (8) hours per day will cause a proportionate reduction of the warranty period.

7.3 Seller shall repair, replace, or at its option, refund the Price of any item of Equipment found to be defective during the warranty period. This is Purchaser's sole and exclusive remedy for Equipment which does not meet the above specified mechanical warranty or any other mechanical warranty specified in the Quotation. Purchaser must notify Seller in writing of the claimed defect promptly after the appearance thereof and in no event later than thirty (30) days after the expiry of the warranty period.

7.4 Seller shall have no responsibility for damage caused the Equipment by:

- 7.4.1 ordinary wear and tear;
- 7.4.2 unintended use, misuse, abuse, or improper storage, installation, maintenance, operation or repairs by Purchaser or by persons not under Seller's supervision.

7.5 Unless otherwise specified, Purchaser shall bear the cost and risk of loss or of damage to defective Equipment in shipment to Seller. Seller shall bear cost and risk of loss or damage to repaired or replaced items of Equipment in shipment to Purchaser. Any defective items of Equipment which are replaced by Seller shall thereupon become Seller's property.

7.6 **SELLER MAKES NO OTHER WARRANTIES DIFFERING FROM THOSE CONTAINED HEREIN AND IN THE QUOTATION OR ANY IMPLIED WARRANTIES, WHETHER OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE.**

8 **INSPECTION OF EQUIPMENT**

8.1 Purchaser shall be entitled to inspect the Equipment at reasonable times before shipment. Purchaser shall notify Seller of the specific items or Equipment Purchaser wishes to inspect within thirty (30) days after acceptance of the Quotation. Purchaser shall give Seller at least fifteen (15) days of notice of its desire to inspect such items, and Purchaser shall confirm the inspection date by telex at least seventy-two (72) hours before the date of inspection.

8.2 Purchaser shall bear all costs and expenses of such inspection except those expenses connected with Seller's personnel and with normal factory tests.

8.3 Unless otherwise specifically stated as part of the Services of Select, Purchaser shall promptly unpack and inspect the Equipment at the place of delivery. Seller may be present at such inspection, at Seller's option. Purchaser must notify Seller within thirty (30) days after the inspection of any missing, damaged or defective items of Equipment. Failure to so notify Seller shall waive any claim by Purchaser of any apparent defect of or damage to the Equipment. Purchaser's notification of missing, damaged or defective Equipment shall not constitute conclusive evidence of the Equipment's condition at the time of delivery.

9 **INSURANCE**

Until final payment has been made, Purchaser shall insure all Equipment for which it has risk of loss against loss, damage or destruction by theft, fire, or other casualty for the full replacement value of the Equipment. Upon request of Seller, Purchaser shall name Seller as an additional insured (co-insured) and/or demonstrate to Seller's satisfaction evidence of such required insurance. All insurance proceeds shall be first used to pay Seller any outstanding portion of the Price of any Equipment lost, damaged or destroyed. Any excess proceeds shall belong to Purchaser. Purchaser hereby waives subrogation against Seller.

10 **LIABILITY**

10.1 Seller shall be liable to Purchaser to pay the amount of liquidated damages specified under the circumstances in these General Conditions of Sales.

10.2 Purchaser's sole remedies for delays in delivery of Equipment, defective Equipment and failure to meet the Performance Criteria and all other breaches of Seller's obligations are stated herein.

10.3 Other than as specified herein, Seller shall not be liable for any direct, indirect, special, consequential or incidental damages (included but not limited to loss of profit, use, production raw materials or end products) or for any other claim for damages arising out of the purchase, delivery, installation or use of the Equipment whether claimed in contract, warranty, tort (including negligence) or otherwise.

10.4 The total aggregate liability of Seller for any loss, damage or compensation whatsoever, including payment of liquidated damages as specified herein shall never exceed an amount equal to fifteen (15) percent of the Price.

11 **FORCE MAJEURE ETC.**

11.1 A party may claim relief if execution and performance of obligations to the other party are delayed, impeded or prevented by circumstances beyond its control, whether foreseen or unforeseen. In order to claim relief and thus be excused from timely performance of obligations, notice must be given promptly to the other party. Notwithstanding any claim for relief invoked hereunder, Purchaser shall pay Seller for the Equipment (or parts thereof) manufactured or delivered to the date of invoice.

11.2 A party claiming relief by reason of such circumstances must take all reasonable steps to mitigate their length and effect. Promptly after the termination of the circumstances, the party claiming relief shall forthwith notify the other party in writing.

- 11.3 Any letter of credit or other terminable security for payment of the Price shall be extended for a period equivalent to the delay in Seller's performance.
- 11.4 If such circumstances shall continue for more than six (6) months, either party may terminate all uncompleted obligations hereunder upon written notice to the other party.
- 12 **PERFORMANCE CRITERIA**
- 12.1 The fulfillment of any Performance Criteria will be proven during testing of the Equipment during a limited period of time. The fulfillment is expressly contingent on the following conditions:
- 12.1.1 Correct installation of the Equipment, all to the satisfaction of Seller;
- 12.1.2 Correct quantity and quality of raw materials, utilities and consumables, all to the satisfaction of Seller;
- 12.1.3 Compatibility and correct installation of equipment not supplied by Seller, all to the satisfaction of Seller.
- 12.2 If Purchaser is unable to comply with the above specified conditions, Seller shall not be obliged to begin or continue with any tests until such conditions have been met.
- 12.3 The test procedure shall be agreed upon by Seller and Purchaser but failing such agreement, as Seller shall deem reasonably appropriate and which is in accordance with custom and usage of the appropriate trade or industry.
- 12.4 If the Equipment or any portion of the Equipment fails to meet the Performance Criteria, Seller shall at its own cost make any alterations and adjustments to the Equipment as Seller deems appropriate. Seller may then repeat the tests.
- 12.5 If after making adjustments and alterations, seller is unable to meet Performance Criteria, Purchaser's remedy is to accept that portion of the Equipment that has so failed at an adjusted price. The price adjustment shall be based on the ratio between the actual level of performance and the guaranteed level. The maximum price adjustment shall be ten (10) percent. If the actual performance is less than ninety (90) percent of the guaranteed level, Purchaser may, at its option and instead of the said price adjustment, return that portion of the Equipment for a refund of its price.
- 12.6 The foregoing is Purchaser's sole and exclusive remedy for failure to meet the Performance Criteria.
- 13 **DISPUTES**
- 13.1 These General Conditions of Sales and other documents comprising the agreement between Seller and Purchaser shall be governed by the law of the country/state in which Seller's principle place of business is located, unless otherwise agreed.
- 13.2 Any dispute between the parties not resolved by negotiation shall be finally settled in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators designated in conformity with those rules.
- 14 **MISCELLANY**
- 14.1 Any descriptive data found in advertisement, catalogues, brochure, circular or the like are approximate only. they shall not be considered as any warranty or legal obligation of the Seller unless specifically included in any Performance Criteria. All drawings and technical data shall be in conformity with Seller's standard drafting procedures and the English language shall be used. Purchaser shall not make any changes in any drawings of Seller without Seller's prior written consent, Seller may, in his sole discretion, void any warranty adversely affected thereby.
- 14.2 Any drawings, data or information disclosed by one party which is proprietary and confidential shall not be used or disclosed by the other party except to fulfill its obligations to the disclosing party. Confidential information shall not include information in the public domain or previously known to the party receiving the information.
- 14.3 Neither party shall assign any benefit or obligation hereunder without the prior consent of the other party. Notwithstanding the foregoing, however, Seller may assign either the benefits or obligations hereunder to an affiliated company without the prior consent of Purchaser.
- 14.4 Unless otherwise specified, the Quotation shall remain open and valid for a period of ninety (90) days after the date thereof, and shall thereafter become null and void if not extended by Seller in writing.
- 14.5 The action or failure to act by Seller or Purchaser to enforce and one or all of the rights granted either party shall not act as a waiver of that right nor serve as agreement to a breach of any of the provisions of the applicable document.
- 14.6 If there are any opposing or contradictory conditions or terms in and documents, drawings or data, the specific term or condition shall be given precedence over the general. Notwithstanding the foregoing, contradictory conditions or terms among these General Conditions of Sales and any other document, the term or condition found herein shall prevail.
- 14.7 The provisions hereof and the other documents issued herewith contain the entire agreement of the parties and supersede all prior or simultaneous quotations, statements, promises, negotiations or the like. The Equipment is sold only pursuant to these General Conditions of Sales. Seller hereby objects to and rejects any differing or supplemental terms which may be found in any of Purchaser's documents.
- 14.8 No change or alterations of any term herein or in any other document of Seller may be made without the written agreement of both parties. The written agreement shall set forth the change and shall be signed by any authorized individual of each party

February 13, 2014

Bonadio & Co., LLP
171 Sully's Trail
Pittsford, New York 14534

In connection with your engagement to apply agreed-upon procedures (see the attached Exhibit I) to the financial transactions of the Town of Albion, New York's (the Town's) Town Justice, Town Clerk, and Tax Collector (collectively, the Department's) for the period from January 1, 2013 to December 31, 2013, we confirm, to the best of our knowledge and belief, the following representations made to you during your engagement.

- 1) We are responsible for the presentation of the Department's transactions.
- 2) For the period from January 1, 2013 to December 31, 2013, the Department's transactions are reasonable.
- 3) We are responsible for selecting the criteria and for determining that such criteria are appropriate for our purposes.
- 4) We have disclosed to you all known matters contradicting the respective Departments' transactions.
- 5) There have been no communications from regulatory agencies, internal auditors, and other independent practitioners or consultants relating to the respective Departments' transactions, including communications received between December 31, 2013 and the date of this letter.
- 6) We have made available to you all information that we believe is relevant to the respective Departments' transactions.
- 7) We have responded fully to all inquiries made to us by you during the engagement.
- 8) No events have occurred subsequent to December 31, 2013 that would require adjustment to or modification of the respective Departments' transactions.
- 9) Your report is intended solely for the information and use of the Town and the respective Departments, and is not intended and should not be used by anyone other than those specified parties.

Very truly yours,

TOWN OF ALBION, NEW YORK

Matthew Passarell, Town Supervisor

Sarah M. Basinait
Town Clerk, Town Tax Collector

Justice Kevin J. Howard

Justice Gary Moore

Exhibit I – Procedures Performed

1. Based on inquiry with the Departments, complete the annual checklists provided by the New York State Office of the State Comptroller for the Town Clerk, Tax Collector, and Town Justice for the year ended December 31, 2013.

**TOWN OF ALBION, NEW YORK
JUSTICE COURT, TOWN CLERK
AND TAX COLLECTOR
DEPARTMENTS**

**Independent Accountant's Report
On Applying Agreed-Upon Procedures
For the Year Ended December 31, 2013**

**INDEPENDENT ACCOUNTANT'S REPORT
ON APPLYING AGREED-UPON PROCEDURES**

February XX, 2014

To the Town Board of the
Town of Albion, New York:

We have performed the procedures enumerated below, which were agreed to by the Town of Albion, New York (the Town) and the Town's Justice Court, Town Clerk, and Tax Collector Departments (collectively, the Departments) (the specified parties), solely to assist in evaluating the Town's and the Departments' compliance with Appendices D, E, and F of the Local Government Management Guide, Fiscal Oversight Responsibilities of the Governing Board, issued by the New York State Office of the State Comptroller for the period from January 1, 2013 - December 31, 2013. Management of the Town is responsible for the Town's and the Departments' compliance with those requirements. This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of these procedures is solely the responsibility of those parties specified in this report. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose.

Our procedure and finding is as follows:

Town Clerk, Tax Collector, and Town Justice

Procedure #1

Based on inquiry, complete the annual checklists provided by the New York State Office of the State Comptroller for the Town Clerk, Tax Collector, and Town Justice for the year ended December 31, 2013.

Finding

See Schedule A for documentation of Appendices D, E, and F. Procedure performed without exception.

We were not engaged to, and did not, conduct an audit, the objective of which would be the expression of an opinion on compliance with the above agreed upon procedures. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the information and use of the Town, the Town Board, New York State Office of the State Comptroller, and the Departments and is not intended to be and should not be used by anyone other than those specified parties.

Appendix D – General Recordkeeping Requirements for Town Clerks continued

Checklist for Review of Town Clerk's Records

<u>Cash Receipts</u>	<u>YES</u>	<u>NO</u>
Is the cash receipts journal up-to-date?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is the cash receipts journal maintained in a manner that identifies the date received, payer, purpose, and the amount either individually or totals referenced to subsidiary receipt records (e.g., water rents receipts register)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are un-deposited cash receipts safeguarded?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are duplicate deposit slips kept?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Do deposit amounts agree with cash receipt amounts?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are deposits made timely (no later than the third business day after \$250 has been collected) and recorded up-to-date? <i>Last Recorded Deposit: Date <u>12/31/13</u> Amount <u>\$ 250.00</u></i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is the cash receipts journal totaled and summarized monthly?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

<u>Cash Disbursements</u>	<u>YES</u>	<u>NO</u>
Is the cash disbursements journal up-to-date?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is the cash disbursements journal maintained in a manner to identify amounts disbursed either individually or totals referenced to abstracts or payrolls?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are pre-numbered checks used for all disbursements made by check?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are all checks signed by the town clerk?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are canceled checks or check images returned with bank statements and maintained on file?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are all unused checks properly controlled (blank check stock)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are checks recorded up-to-date? <i>Last Recorded Check: # <u>1348</u> Date <u>12/2/13</u> Amount <u>\$ 45</u></i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Appendix D – General Recordkeeping Requirements for Town Clerks continued

Cash Reconciliations	YES	NO
Are bank accounts reconciled? <i>By Whom?</i> SARAH BASINAIT <i>How Often?</i> DAILY <i>Who Reviews/Verifies Them?</i> SARA STIRK	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is the bank reconciliation performed timely after the bank statement is received?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u>Last Bank Reconciliation for Each Bank Account</u>		
<u>Bank Account</u>	<u>Date Performed</u>	<u>Month Ending</u>
8840002318	12/31/13	DECEMBER 2013
Are reconciliations documented and available for review?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Does the reconciled bank balance agree with the cash balance recorded in the accounting records?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Deposit Protection	YES	NO
Has the bank pledged adequate, eligible securities to protect town clerk deposits that exceed FDIC insurance, if applicable?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

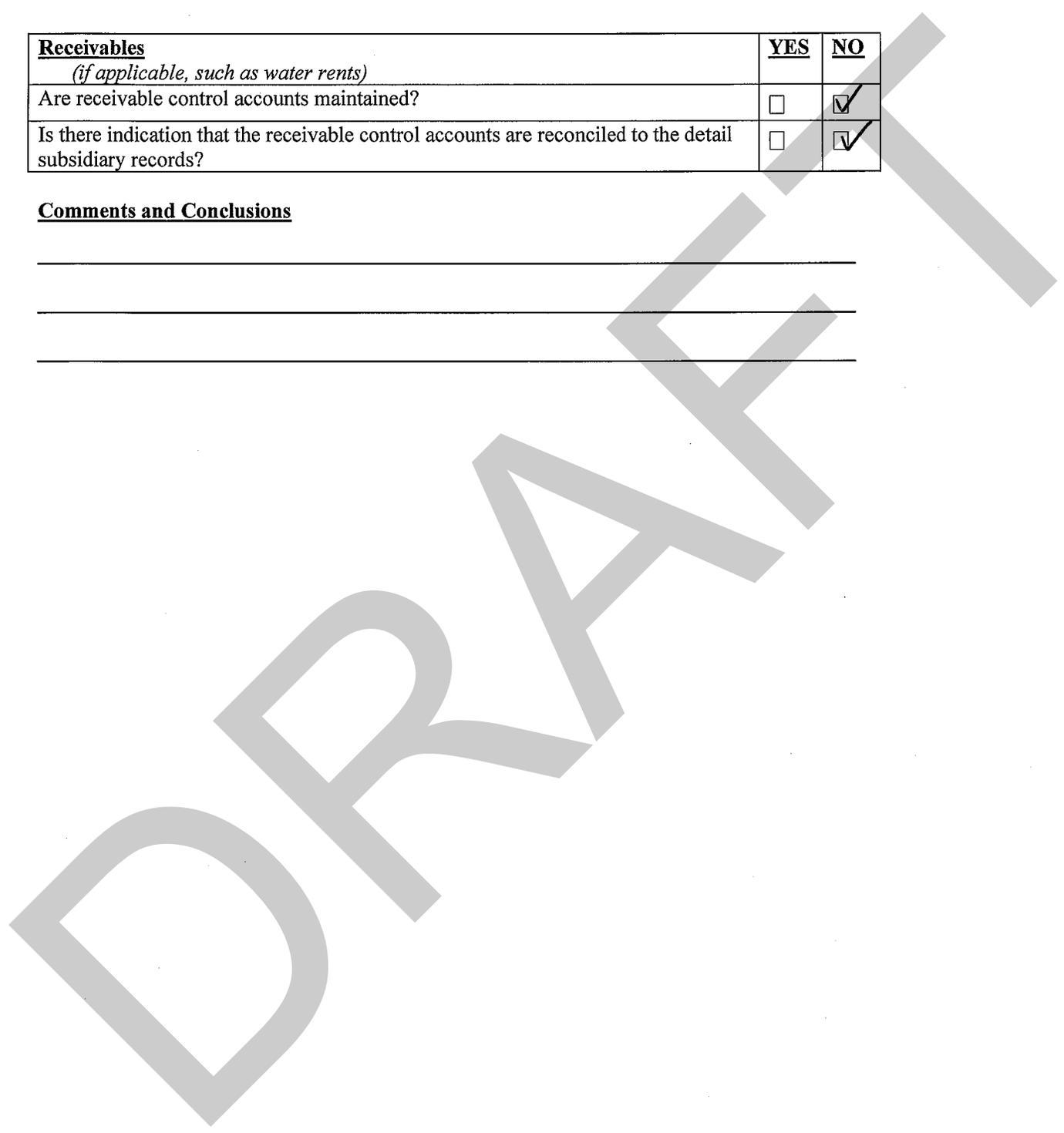
Accountability	YES	NO
Is accountability (what the town clerk owes) determined at the end of each month?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Does the accountability amount agree with the bank reconciliation and supporting records?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are unissued licenses and permits (e.g., dog licenses) safeguarded?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are revenues from town clerk fees comparable with those of previous years?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Financial Reporting	YES	NO
Are monthly reports and payments made timely to the supervisor?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are monthly reports and payments made timely to other agencies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Do reported amounts on monthly reports agree with cash receipts and disbursements books?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Appendix D – General Recordkeeping Requirements for Town Clerks continued

Receivables <i>(if applicable, such as water rents)</i>	YES	NO
Are receivable control accounts maintained?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Is there indication that the receivable control accounts are reconciled to the detail subsidiary records?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Comments and Conclusions



Appendix D – Town Clerk Comments to checklist

Cash Reconciliations

- The Town Clerk does not document the bank reconciliations performed on the computer; therefore the bank reconciliations were not available for review.

Receivables

- Per the Town Clerk, the Town does not have any receivables. Therefore this section of the checklist is not applicable.

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Appendix E – General Recordkeeping Requirements for Tax Collecting Officers continued

Checklist for Review of Tax Collecting Officer's Records

<u>Settlement</u>	<u>YES</u>	<u>NO</u>
Is a copy of the collector's or receiver's settlement sheet available?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Have all settlement issues/concerns been adequately resolved?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

<u>Bank Accounts</u>	<u>YES</u>	<u>NO</u>
Is the bank account reconciled after bank statements are received?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<i>Last Bank Reconciliation for Each Bank Account:</i> Date Performed <u>12/31/13</u> Month Ending <u>12/31/13</u>		
Note: Tax collector's bank account balance should be \$0.00 at the <u>beginning</u> of the <u>collection</u> period		

<u>Cash Receipts</u>	<u>YES</u>	<u>NO</u>
Is the cash receipts journal maintained in a manner sufficient to identify the date received, payer, tax account number, tax amount, interest amount and other appropriate information?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are deposits identified?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are duplicate deposit slips kept?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Do deposit amounts agree with cash receipt amounts?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are bank deposits timely or (for towns) within 24 hours of collection?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

<u>Cash Disbursements</u>	<u>YES</u>	<u>NO</u>
Are pre-numbered checks used for all disbursements other than petty cash?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are all checks signed by the tax collector or receiver?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are canceled checks or check images returned with bank statements and maintained on file?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

<u>Deposit Protection</u>	<u>YES</u>	<u>NO</u>
Has the bank pledged adequate, eligible securities to protect tax collector deposits that exceed FDIC insurance protection, when applicable?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Appendix E – General Recordkeeping Requirements for Tax Collecting Officers continued

<u>Financial Reporting</u>	<u>YES</u>	<u>NO</u>
Are payments made at least weekly to the supervisor?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are receipt forms issued by the supervisor to acknowledge collection?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are payments made timely to the county treasurer?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

<u>Accountability</u>	<u>YES</u>	<u>NO</u>
Are penalties assessed/collected on late payments?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is the total amount of penalties collected on overdue real property taxes comparable with that collected in previous year(s)? Do the amounts look reasonable?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is the tax collector or receiver treating his/her own tax bills properly, e.g., penalties, if required?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are interest earnings remitted to the supervisor and/or the county as appropriate? (Check county resolution for guidance.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are there significant safeguards for the protection of assets and cash, such as a safe or locked file cabinet, offices with locks on the door, regular deposits of cash, etc.?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Comments and Conclusions

Appendix F –

General Recordkeeping Requirements for Town and Village Justice Courts continued

<u>Cash Reconciliations</u>	<u>YES</u>	<u>NO</u>
Is the bank account reconciled after bank statements are received?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<i>Last Bank Reconciliation for Each Bank Account:</i> Date Performed <u>1/8/14</u> Month Ending <u>DECEMBER 2013</u> <u>1/10/14</u>		

JUSTICE
HOWARD
MOORE

<u>Deposit Protection</u>	<u>YES</u>	<u>NO</u>
Has the bank pledged adequate, eligible securities to protect court deposits that exceed FDIC insurance protection, if applicable?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

<u>Additional Supporting Records</u>	<u>YES</u>	<u>NO</u>
Is a list of bail maintained?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is a record of uncollected installment payments maintained?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

<u>Dockets and Case Files</u>	<u>YES</u>	<u>NO</u>
Are separate dockets maintained for various classifications of cases, such as vehicle and traffic, criminal, civil, and small claims?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Are case files maintained for all cases?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are indexes maintained for all cases?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Do dockets for disposed cases appear to be complete?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Do dockets for disposed cases agree with amounts reported?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

<u>Accountability</u>	<u>YES</u>	<u>NO</u>
Is accountability (a comparison of cash to liabilities) determined at the end of each month?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Do liabilities (as recorded in the court's records) agree with net bank balances (as evidenced on monthly bank reconciliations) plus any cash on hand as of a specified date?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<i>Last Determination of Accountability:</i> Date Performed <u>1/8/13</u> Month Ending <u>DECEMBER 2013</u> <u>1/10/13</u>		

JUSTICE
HOWARD
MOORE

Appendix F –

General Recordkeeping Requirements for Town and Village Justice Courts continued

<u>Reports to Division of Criminal Justice Services</u>	<u>YES</u>	<u>NO</u>
Are reports made timely to the Division of Criminal Justice Services?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Has the court received any notices regarding late reporting?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<i>If yes, why were reports late and what corrective actions were taken?</i> _____		

<u>Reports to Justice Court Fund</u>	<u>YES</u>	<u>NO</u>
Are monthly reports made timely to the Justice Court Fund?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Do reported amounts agree with cash receipt and disbursement books?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Do reported amounts agree with docket dispositions and case files?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
JUSTICE HOWARD MOORE Last Report Submitted: Month Ending <u>DEC. 2013</u> Date <u>1/8/14</u> Amount <u>\$ 6,628</u> <u>DEC. 2013</u> <u>1/10/14</u> <u>\$ 5,810</u>		
Has the court received any notices regarding late reporting?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<i>If yes, why were reports late and what corrective actions were taken?</i> _____		

<u>Reporting to Department of Motor Vehicles - TSLE&D Program</u>	<u>YES</u>	<u>NO</u>
Is information reported timely to TSLE&D?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are reports from TSLE&D to the court maintained and utilized?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<i>Last TSLE&D Report Available:</i> _____ <i>Date</i> <u>12/26/13</u>		
How many cases are shown as pending in the last TSLE&D report? <u>19</u>	<input type="checkbox"/>	<input type="checkbox"/>
Is the number of pending cases reasonable?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
How many cases are shown as pending for more than 90 days?	<input type="checkbox"/>	<input type="checkbox"/>
What actions have been taken to dispose of these cases?	<input type="checkbox"/>	<input type="checkbox"/>
Has the court received any notices regarding pending cases?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<i>If yes, why were the cases pending and what corrective actions were taken, if any?</i> _____		
Has the court received any notices regarding late monthly reporting?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Appendix F –

General Recordkeeping Requirements for Town and Village Justice Courts continued

<i>If yes, why were the reports late and what corrective actions were taken?</i> <hr/>		
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Comments and Conclusions

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Appendix F – Justice Court Comments to checklist

Cash Reconciliations

- B&Co. notes that Justice Howard wrote the wrong date for his approval of the last reconciliation (he wrote 1/8/13 instead of 1/8/14).

Additional Supporting Records

- The Court does not collect installment payments. Payees are allowed to pay an entire ticket/fine/etc., or they are not allowed to pay anything at all. If payees send in the wrong amount, the Court Clerk will return the money to them and request the exact amount owed. No exceptions.

Dockets and Case Files

- Dockets are not maintained by classification of cases. Instead, the Court Clerk organizes them by month.

Reporting to Department of Motor Vehicles – TSLE&D Program

- The TSLE&D report used by the Court Clerk does not have the number of cases pending for more than 90 days reported as a separate item. The Court Clerk does receive a report documenting such information but it is only received once a year (in February).
- If cases are pending for an extended period of time, the Court will begin the process of applying the Scoff Law or issuing warrants.

TOWN OF ALBION RESOLUTION IN OPPOSITION TO EXPANDING NATIVE AMERICAN CASINO GAMING IN WESTERN NEW YORK

WHEREAS, the Town of Albion, New York is a picturesque and diverse town in Orleans County with a population of approximately 7718, and

WHEREAS, Town of Albion is a vibrant community with an outstanding quality of life, beautiful scenery, rich history and strong sense of community, and

WHEREAS, Town of Albion also enjoys a reputation for excellent services, including a first rate educational system, and

WHEREAS, maintaining of the high quality of life expected by the residents of the Town of Albion is of the utmost importance to this board, and

WHEREAS, Batavia Downs Gaming and Western Region Off Track Betting Corporation are located in the City of Batavia in Genesee County, and

WHEREAS, Orleans County is one of 15 counties in Western New York that own Western Region Off Track Betting Corporation, and

WHEREAS, as one of the municipal "stockholders" in WROTB, Orleans County has a *pro-rata* financial interest in the \$69 million of net equity re-invested in WROTB's 30-plus corporately-owned branch facilities and the track and casino at Batavia Downs, and

WHEREAS, since its inception, WROTB has generated over \$215 million in operating and surcharge revenues to the taxpayers of those participating municipalities, including Orleans County, and

WHEREAS, the Seneca Nation has initiated a process to locate a full Las Vegas-style gaming casino in the region, and

WHEREAS, an additional casino in Western New York will place in great jeopardy the sustainability of Batavia Downs Gaming, thus negatively impacting Orleans county's financial interest and investment in WROTB, and

WHEREAS, the Orleans County Legislature recently passed legislation opposed to the expansion of casino gaming as such an expansion would have likely lead to the reduction or elimination of WROTB's annual payment to Orleans County, and this board does support the county's position on this issue, therefore be it

RESOLVED, that the Albion Town Council does hereby join the Orleans County Legislature in opposing the location of an additional casino located in the region owned and operated by the Seneca Nation, and be it further

RESOLVED, that copies of this resolution be sent to each member of the New York State Legislature representing the Town of Albion, the Governor of New York and members of the Orleans County Federal Delegation, and be it further

RESOLVED, that members of the New York State Legislature representing Town of Albion, the Governor of New York and members of the Orleans County Federal Delegation be urged to join this Board in the opposition of any new proposed casino to be owned and operated by the Seneca Nation in Western New York.

Dated:

Respectfully submitted,

RESOLUTION NO. 283-813

SUPPORTING NEW YORK STATE ASSEMBLY BILL A-07588 KNOWN AS THE RURAL BROADBAND DEPLOYMENT ACT WHICH PROMOTES RURAL BROADBAND DEPLOYMENT BY PROVIDING RESIDENTS AND SMALL BUSINESSES WITH TAX CREDITS FOR BROADBAND DEPLOYMENT

WHEREAS, high-speed Internet service is essential for commercial economic growth, for our education systems, and the overall well-being of our citizens; and

WHEREAS, the Internet Innovation Alliance has published the following statistics relative to broadband access and jobs:

- *More than 62% of American workers, including our farmers, rely on the Internet to do their jobs*
- *Among U.S. workers, 14% telecommute or work from home at least one day a week*
- *Jobs that depend upon broadband availability are projected to increase 25% by 2018*
- *37% of employees say the ability to telecommute would cause them to choose one job over another*
- *Job seekers had a 27% increase in success by using social networks to generate referrals*
- *Nearly 75% of public libraries offer computer resources for job seekers*
- *Nearly 18% of new jobs in North Carolina were created as a direct result of broadband*
- *In Minnesota, 60% of unemployed adults, 30% of homemakers, and 17% of retirees say they would likely join the workforce if empowered by teleworking*
- *A \$10 billion investment in broadband would produce nearly 500,000 new jobs*
- *Local economic growth and secondary investment enabled by broadband expansion is 10 times the initial investment; and*

WHEREAS, there are significant areas of the County without access to high speed broadband services because of geographic isolation, topographic conditions, and low population density; and

WHEREAS, the County has made broadband deployment a priority as evidenced by their commitment to having a broadband study performed (under the umbrella of the Niagara-Orleans Regional Alliance (NORA)) which will identify broadband deficiencies and potential solutions to address the deficiency; and

WHEREAS, broadband providers have not found it economically feasible to provide broadband services to many of the remote areas of the County; and

WHEREAS, New York State Assembly bill A-07588, known as the Rural Broadband Deployment Act, would promote rural broadband deployment by providing residents, and small business with tax credits for broadband deployment; and

WHEREAS, the bill would allow for residents, municipalities, and small business in un-served areas to come together, pool their economic power, and select a broadband provider to deploy services to their area; and

WHEREAS, any eligible out of pocket expenses the resident, municipalities, or small business incurs for the construction of the network, would be eligible for a 100% refundable tax credit over 5 years; and

WHEREAS, the New York State Senate has passed companion bill S-05481 in support of the Rural Broadband Deployment Act; now, therefore be it

RESOLVED, that the Orleans County Legislature supports New York State Assembly bill A-07588, known as the Rural Broadband Deployment Act; and be it

FURTHER RESOLVED, that certified copies of this resolution be forwarded to Governor Andrew M. Cuomo, State Majority Leader Dean Skelos, State Senator George D. Maziarz, State Assembly Speaker Sheldon Silver, State Assemblyman Steve Hawley, State Assemblywomen Jane Corwin, NYSAC, Intercounty of WNY, Orleans County Towns and Villages, and all others deemed necessary and proper.

RESOLUTION NO. 286-813

REQUEST TO THE INTERNATIONAL JOINT COMMISSION TO REJECT THE PROPOSED PLAN 2014 IN ITS ENTIRETY

WHEREAS, the International Joint Commission (IJC) has announced consideration of a new plan that will replace the current regulation plan (58DD) that controls water levels of Lake Ontario and the stated purpose of the new plan, known as PLAN 2014 is to reverse environmental damage caused by the current regulation plan (58D), particularly with regard to the restoration of 65,000 acres of shoreline meadow marsh; and

WHEREAS, PLAN 2014 will increase the current range of water levels that private and public riparian property owners relied on for the last 50 years and according to a peer review conducted by the National Academy of Sciences, the potential environmental benefits of the PLAN 2014 are based upon speculative and unreliable research; and

WHEREAS, projected lake levels under the proposed plan will result in increased duration and frequency of high and low water, significantly increasing the potential for damages to Lake Ontario riparians (estimated at over \$2.2 million per year, which is likely an underestimate) and negatively impacting sport fishing and recreational boating economics across the entire region (estimated at over \$94 million per year); and

WHEREAS, PLAN 2014 greatly decreases protections that exist in the current plan, replacing them with a plan that results in the transfer of prosperity from Niagara County along with other Lake Ontario communities to Hydropower (NYPA and others) who will realize a benefit of approximately \$5.3 million per year on average; and

WHEREAS, Orleans County residents who own property or businesses along the Lake Ontario shore, including its bays, tributaries, and ponds have voiced their concern about a proposed change in the lake levels that would result in significant damage to their properties, and a corresponding decrease in revenues from recreational boaters and fishermen, both locally-based and those traveling internationally; and

WHEREAS, Orleans County residents and elected officials are resolute in protecting the waters, streams, and harbors of Lake Ontario, the home for some of the best sport fishing, pleasure sailing and power-boating in the world; and

WHEREAS, modifying the current range of operation by PLAN 2014 further hinders boating access and when combined with the protracted absence of federal funding for maintenance dredging of our federal shallow draft harbors, will cause significant and measurable negative financial impacts to the local and regional economy; now, therefore be it

RESOLVED, the Orleans County Legislature does herewith respectfully request that the International Joint Commission *reject* in its entirety all current plans for the implementation of the PLAN 2014; and be it

FURTHER RESOLVED, that the IJC immediately enact a moratorium on the development of any future proposals to modify the range of water levels on Lake Ontario until the completion of a thorough, objective and all inclusive analysis of the potential economic damages on tourism, recreation, business and residences along the south shore of Lake Ontario (including properties located along harbors, rivers and streams) with a specific section dedicated to the thorough evaluation of damages in Orleans County where impacts have been identified as the most acute; and be it

FURTHER RESOLVED, that as part of this study, the Orleans County Legislature further recommends the Commission also assess the amount of civil work and financial assistance required to mitigate the damage of any future plans, and identify funding sources available to offset said actions; and be it

FURTHER RESOLVED, that this study must also evaluate the environmental impacts of repeated flooding of the built environment, to include the identification of the constituents of point and non-point source runoff and the impacts of sediment and nutrient loading on the quality of water in the impacted areas; and be it

FURTHER RESOLVED, that certified copies of this resolution be forwarded to the International Joint Commission, Governor Andrew M. Cuomo, the New York Department of State, Joe Martens, Commissioner of the New York State Department of Environmental Conservation, the New York State Environmental Facilities Corporation, U.S. Senator Charles E. Schumer, U.S. Senator Kirsten E. Gillibrand, U.S. Congressman Chris Collins, Senate Environmental Conservation Committee, NY State Senator George Maziarz, NY Assemblyman Hawley, NY Assemblywoman Jane Corwin, NYSAC, InterCounty of WNY, Orleans County Towns of Kendall, Yates, and Carlton and all others deemed necessary and proper.

RESOLUTION NO. 82-214

RESOLUTION OFFERING AN ALTERNATIVE TO THE PROPERTY TAX FREEZE THAT WILL LEAD TO PERMANENT AND HISTORIC PROPERTY TAX REDUCTIONS BY ELIMINATING THE COST OF STATE MANDATED SPENDING IMPOSED ON COUNTY PROPERTY TAXPAYERS

WHEREAS, the Governor and State Legislature have prioritized property tax relief as necessary to help improve New York's economic competitiveness especially in struggling upstate areas where the high property tax burden has contributed to a loss of economic opportunity, industrial and business decline, and flat or negative population growth over the last two decades; and

WHEREAS, the Governor has proposed a two year property tax freeze in these same economically burdened areas, that includes a state financed rebate for any increase in property taxes in municipalities that stay within the state imposed property tax cap over the next two years, while also pursuing shared services or consolidation of functions with other local governments in the second year; and

WHEREAS, the proposed property tax freeze would create a new layer of tax bureaucracy and procedures with unknown costs to the taxpayers, which have not been adequately analyzed, calculated, and publicly discussed; and

WHEREAS, county government has been a strong proponent of increasing cooperation, sharing services and consolidating major governmental functions across multiple jurisdictions as highlighted in the 2013 Cornell University study, "Shared Services in New York: A Reform That Works"; and

WHEREAS, recent law changes enacted by the Governor and State Legislature to cap the growth in county Medicaid costs and the creation of another pension tier will help reduce pressure on future county property tax levy growth, especially in 2020 and beyond; and

WHEREAS, county elected leaders strongly support meaningful state and county efforts to lower the property tax burden for homeowners and businesses across the state; and

WHEREAS, the levying of county property taxes is directly linked to state mandated spending as county governments act as the state's administrative arm through the delivery and financing of state programs; and

WHEREAS, county officials believe the best way to improve New York's economic climate and competitiveness is to reduce property taxes through fundamental reform of state mandates that directly impacts the causes of high property taxes and not simply the symptoms (not just slow the rate of growth); and

WHEREAS, recognizing the need for property tax relief and consistent with the call for realignment of responsibilities between governments, aligning the cost of the state's human

services programs with the government obligated to provide them will result in a historic and sustainable reduction in county property taxes and a more appropriate and equitable distribution of the cost of the state's human services programs; and

WHEREAS, the cost of paying for the state Medicaid program in a typical county (outside of New York City) equals about one half of the county property tax levy; and

WHEREAS, the benefits, scope and ultimate cost of Medicaid has been set and controlled by the State for nearly 50 years, but not fully financed with state resources, therefore transferring a significant cost burden to local property tax payers that contributes greatly to the disparity between property taxes in New York State and those in other states; and

WHEREAS, New York City tax payers also dedicate a large amount of locally raised non-property taxes to support the State Medicaid program; now therefore be it

RESOLVED, that counties find no quantifiable evidence that the property tax freeze would result in significant property tax relief, while a phased state takeover of the costs of its own mandated human services, starting with Medicaid, would provide immediate, permanent and measurable property tax reduction; and be it

FURTHER RESOLVED, the state should also provide fiscal relief to New York City for a portion of the local taxes they commit to state mandated programs; and be it

FURTHER RESOLVED, that copies of this resolution be sent to the sixty-two counties of New York State encouraging member counties to enact similar resolutions; and be it

FURTHER RESOLVED, the Clerk shall forward copies of this resolution to Governor Andrew M. Cuomo, Senator George Maziarz, Assemblyman Steve Hawley, Assemblywoman Jane Corwin, Orleans County Towns and Villages, and all others deemed necessary and proper.

Moved, Johnson; second, unanimous second,
Adopted. 6 ayes; 0 nays; 1 absent, Eick.