

April 14, 2014
Town of Albion Regular Town Board 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 the minutes of March 10, 2014 meeting
9. Resolution to approve the vouchers
10. Motion to approve the MVP and CSEA health care bills in the amount of \$5,356.96
11. RS Automation – Proposal for the monitoring system on the water tank
12. Resolution opposing college education for inmates
13. Proposal from Chatfield Engineers regarding Zoning Map
14. Identification Badges – Daniel Strong
15. Motion to appoint Kevin Parker as the alternate to the County Planning Board.
16. Motion to authorize the Highway Superintendent to sell the 2006 Ford F550 at Teitsworth Auction on May 10, 2014
17. Executive Session

March 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: Any public comment?

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

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 to approve the agenda with the addition of identification badges. 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 motion to approve the minutes.

Motion was made by Councilperson Jake Olles and was seconded by Councilperson Richard Remley to approve the minutes of the February 10, 2014 meeting as published and submitted. 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 vouchers.

Resolution #44	Payment of Claims
Whereas, the following are against the Town:	
General A & B #'s – 72 – 98	\$ 15,731.97
Highway DA & DB #'s – 30 – 48	\$ 27,364.23
Water Districts #'s – 11 – 14	\$ 2,356.67
Sewer District #'s – #3	\$ 32.99
For a grand total of	\$ 45,485.86

Motion was made by Councilperson Daniel Poprawski and was seconded by Councilperson Richard Remley 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 Passarell, aye	Councilperson Jake Olles, aye
Councilperson Todd Sargent, aye	

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

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Motion was made by Councilperson Jake Olles and was seconded by Councilperson Todd Sargent to approve payment prior to the abstract of the MVP and CSEA 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 Passarell, aye	Councilperson Jake Olles, aye
Councilperson Todd Sargent, aye	

Supervisor Matthew Passarell: Rick Stacey is here tonight regarding the proposal.

Rick Stacey from RS Automation explained the proposal that was submitted and the involvement of the Town of Barre and the Village of Albion. After discussion the following action was taken:

Motion was made by Councilperson Daniel Poprawski and was seconded by Councilperson Todd Remley to table this proposal until next month so that the Village of Albion and the Town of Barre can be contacted to get their commitment on splitting the cost by thirds.

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 motion to approve the review of the Town Clerk, Tax Collector and Court clerk records.

Motion was made by Councilperson Daniel Poprawski and was seconded by Councilperson Richard Remley to accept the review of the 2013 record of the Town Clerk, Tax Receiver and Court Clerk by the Bonadio Group. 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 motion to appoint Kevin Sheehan to the planning board.

Motion was made by Councilperson Richard Remley and was seconded by Councilperson Jake Olles to appoint Kevin Sheehan to the Planning Board to fill the remaining term of David Cristafaro which expires 12-31-2016. 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 motion for a resolution opposing expansion of casino gaming.

Resolution #45 Opposing Expansion of Native American Casino Gaming in WNY

WHEREAS, in September 1973, eleven western New York counties and 2 cities established the Western Regional Off-Track Betting Corporation, they being Cattaraugus, Chautauqua, Erie (and the City of Buffalo), Genesee, Livingston, Monroe (and the City of Rochester), Niagara, Orleans, Seneca, Steuben, and Wayne, as enabled by state law; and

WHEREAS, these municipal "stockholders" chose to exercise that local option to form such a corporation that dictated local control by those municipalities over such gaming activities in their respective communities; and

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WHEREAS, the start-up costs of this enterprise were funded solely by these initiating counties from their own treasuries of taxpayer money and represented no state money nor allowed for any state sharing of this purely local venture; and

WHEREAS, since those eleven counties voted to form Western Regional Off-Track Betting Corporation, an additional four western New York counties have joined them (Wyoming, Schuyler, Oswego, and Cayuga) in the local control of such gaming activities that has since generated over \$215 Million in operating and surcharge revenues to the taxpayers of those participating municipalities; and

WHEREAS, now, the Seneca Nation has initiated a process to locate a full gaming Casino in the Town of Henrietta located in Monroe County; and

WHEREAS, the participating municipalities of Western OTB as its shareholders have a *pro-rata* financial interest in the \$69 million of net equity re-invested in its 30-plus corporately-owned branch facilities and the track and casino at Batavia Downs; and

WHEREAS, with the addition of another casino located in Western New York owned and operated by the Seneca Nation in the area will over saturate the regional gaming marketplace and cause financial distress with Western Regional Off Track Betting and to the 17 municipal stakeholders; and

WHEREAS, Batavia Downs Casino has proven to be a successful Public Benefit Corporation to Orleans County;

BE IT RESOLVED, that the Town of Albion Town Board opposes the location of an additional Casino located in Monroe County owned and operated by the Seneca Nation; and be it

FURTHER RESOLVED, that each member of the New York State Legislature, the Governor of New York and the Orleans County Federal Delegation be urged to join this Board in the opposition of any new proposed casino in Western New York west of Route 14; and be it

FURTHER RESOLVED, that copies of this resolution shall be forwarded to Governor Cuomo, Senator Schumer, Senator Gillibrand, Congressman Collins, Senator Maziarz, Assemblyman Hawley, Assemblywoman Corwin, NYSAC and the Western New York OTB Board of Directors.

Motion was made by Councilperson Richard Remley and was seconded by Supervisor Matthew Passarell authorizing the adoption of this Resolution. Resolution duly adopted by the following vote:

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

Supervisor Matthew Passarell: I need a resolution on the Broadband deployment.

Resolution #46 Rural Broadband Deployment

SUPPORTING NEW YORK STATE ASSEMBLY BILL A-07588 KNOWN AS THE RURAL 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*

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- *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 Town of Albion Town Board 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, Orleans County Towns and Villages, and all others deemed necessary and proper.

Motion was made by Councilperson Jake Olles and was seconded by Councilperson Richard Remley authorizing the adoption of this Resolution. 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: I need a resolution in opposition of the 2014 plan.

Resolution #47 Opposition to 2014 Plan

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

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\$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 Town of Albion Town Board 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 Town of Albion Town Board 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.

Motion was made by Councilperson Jake Olles and was seconded by Councilperson Todd Sargent authorizing the adoption of this Resolution. 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: I need a resolution for the alternative tax freeze.

RESOLUTION #48 ALTERNATIVE TO THE PROPERTY TAX FREEZE

WHEREAS, the Governor and State Legislature have prioritized property tax relief as

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necessary help New economic especially 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 believe best to New 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 responsibilities governments, the of state's 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.

Motion was made by Councilperson Richard Remley and was seconded by Councilperson Todd Sargent authorizing its adoption. Motion carried by the following vote:

Councilperson Daniel Poprawski, aye

Councilperson Richard Remley, aye

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**Supervisor Matthew Passarell, aye
Councilperson Todd Sargent, aye**

Councilperson Jake Olles, aye

Supervisor Matthew Passarell: I need a motion for the identification badges.

Motion was made by Supervisor Matthew Passarell and was seconded by Councilperson Jake Olles authorizing identification badges for employees and the various boards. Motion carried by the following vote:

**Councilperson Daniel Poprawski, aye
Supervisor Matthew Passarell, aye
Councilperson Todd Sargent, aye**

**Councilperson Richard Remley, aye
Councilperson Jake Olles, aye**

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

Motion was made by Councilperson Jake Olles and was seconded by Councilperson Richard Remley to enter executive session at 7:50 pm for contract negotiations. Motion carried by the following vote:

**Councilperson Daniel Poprawski, aye
Supervisor Matthew Passarell, aye
Councilperson Todd Sargent, aye**

**Councilperson Richard Remley, aye
Councilperson Jake Olles, aye**

Councilperson Jake Olles supplied the time out of executive session at 8:00 pm.

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

RESOLUTION NO. 110-314**RESOLUTION CALLING ON NEW YORK STATE LEGISLATURE TO REJECT GOVERNOR CUOMO'S PLANS TO REWARD PRISON INMATES BY PROVIDING THEM WITH COLLEGE EDUCATIONS AT TAXPAYER EXPENSE**

WHEREAS, the purpose of prison is to punish those who have engaged in behavior that is morally and legally wrong, dangerous, threatening, or severely antisocial, including murder, rape, theft, and distribution of narcotics, among other serious crimes; and

WHEREAS, incarcerated individuals represent a continued threat to society, and are not deserving of rewards, but rather punishment for their actions; and

WHEREAS, on February 16, 2014, Governor Andrew Cuomo proposed providing this segment of society with taxpayer-funded college tuition at a cost of \$5,000 per inmate, a benefit unavailable to the children of the productive, law-abiding taxpayers who will be forced to finance Mr. Cuomo's scheme; and

WHEREAS, Governor Cuomo expressed no concern for the educational opportunities lost by many of the victims of the hardened criminals he wishes to treat as valued members of society, most notably those who were murdered by such criminals; and

WHEREAS, any education funds for the Governor's proposal should be allocated to local school districts in order to provide our young people with the tools and skills they need to be productive members of our society so that they are not left behind; and

WHEREAS, an investment in our youth will have a greater positive impact on the lives of our next generation of citizens, and therefore will over the long term be far more effective as a crime deterrent than the current proposal; and

WHEREAS, the Legislature of the County of Orleans endorses the notion that prison is punishment, and convicted inmates are undeserving of rewards; now, therefore be it

RESOLVED, that the Legislature of the County of Orleans considers Governor Cuomo's proposal an outrageous insult to the law-abiding taxpayers of this state and county; and be it

FURTHER RESOLVED, that the Legislature of the County of Orleans does hereby call upon its representatives in, and the leadership of, the New York State Senate and Assembly to reject this radical proposal and similar liberal meddling with the institution of justice; and be it

FURTHER RESOLVED, that the Legislature of the County of Orleans calls upon the Governor to withdraw this proposal and provide those funds to local school districts or financial aid to students who want to attend college who cannot afford it on their own; and be it

FINALLY RESOLVED, that the County of Orleans shall forward copies of this Resolution to Governor Cuomo, Senate Vice President Pro Tem George D. Maziarz, Senate Temporary President Dean G. Skelos, Senate Deputy Majority Leader Thomas W. Libous, Senate Majority Coalition Leader Jeffrey Klein, Member of the Assembly Stephen Hawley, Member of the Assembly Jane L. Corwin, Speaker of the Assembly Sheldon Silver, Assembly Majority Leader Joseph Morelle, Assembly Minority Leader Brian M. Kolb, NYSAC, InterCounty Association of Western New York, Orleans County Towns, Villages and School Districts, and all others deemed necessary and proper.

Moved, DeRoller; second, Johnson.

Adopted. 6 ayes; 0 nays; 1 absent, Allport.

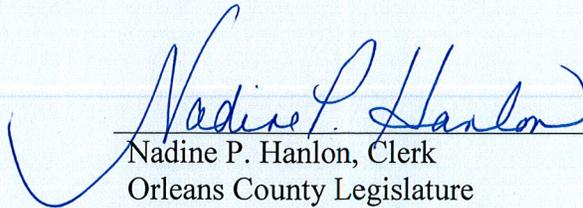
RESOLUTION NO. 110-314

-page 2-

COUNTY OF ORLEANS
STATE OF NEW YORK

I hereby certify that the foregoing is a true and correct transcript of a resolution duly adopted by the Orleans County Legislature on the 14th day of March, 2014.

Dated at Albion, New York
March 14, 2014



Nadine P. Hanlon, Clerk
Orleans County Legislature
County of Orleans, New York

L.S.



CHATFIELD ENGINEERS, P.C. • 2800 Dewey Avenue • Rochester, New York 14616
(585) 227-6040 • Fax (585) 227-4233

April 4, 2014

CE Proposal No. 14-430

Supervisor Matthew Passarell
and Town Board Members
Town of Albion
3665 Clarendon Road
Albion, New York 14411

RE: Town of Albion 2014 Zoning Changes Engineering Services Proposal

Dear Matt and Town Board Members:

As requested by Dan Strong, Code Enforcement Officer, we are pleased to provide a Proposal for Engineering Services related to the Town of Albion 2014 Zoning Changes.

We understand that there are six (6) areas outlined in the January 2013 Town and Village Comprehensive Plan to be considered for zoning changes.

The tasks to be completed by our office consist of the following:

1. Prepare a Boundary Map and Boundary Description for each area proposed to be changed.
2. Assist the Town with the State Environmental Quality Review (SEQR) process. We anticipate preparing a long environmental assessment form, coordinated review, preparing the negative declarations and supporting resolutions.
3. Coordination with the Town Attorney, Code Enforcement Officer and other Town officials as necessary.

We propose to complete the above referenced tasks for a lump sum amount of \$5,875.

We are in a position to begin this Project immediately upon your authorization. Upon your review, should you have any questions, please do not hesitate to call.

Sincerely,

Paul R. Chatfield, P.E.

Acceptance of Proposal by: _____ **Date:** _____

Cc by Email Only To: Dan Strong, Code Enforcement Officer
Sarah Basinait, Town Clerk



625 State Street, PO Box 2207
Schenectady, NY 12301-2207
mvphealthcare.com

March 13, 2014

TIM NEILANS
Town Of Albion
3665 CLARENDON RD
ALBION, NY 14411

Dear TIM NEILANS,

RE: GROUP # 708671

At MVP Health Care, we strive to provide the best possible services and health care coverage that helps you, your employees and their families to "take on life and live well!"

Our records indicate that we have not received a signed copy of the Group Contract signature page for the benefit plan described below.

COPLAN
MVP LIBERTY HDHP EPO SILVER 3

MVP requires a signed Group Contract for all active benefit plans. Please sign and return one of the enclosed copies of the Group Contract signature page. A prepaid self-addressed envelope is enclosed for your convenience.

A complete Group Contract was sent to you previously, however if you would like to receive a new copy, or if you have any questions, please contact me directly at 518-386-7847.

Sincerely,

Laurie Ziliox
Account Representative
Enclosures

NEW YORK STATE GROUP HEALTH INSURANCE CONTRACT

Between

MVP HEALTH INSURANCE COMPANY ("MVP")

625 State Street, Schenectady, New York 12305

518/370-4793

AND

Town Of Albion #708671 (Group)

In consideration of the payment to MVP of the premiums called for herein, MVP agrees to provide the coverage described in this Group Contract ("Contract"), subject to all agreements and mutual covenants contained herein, commencing on January 1, 2014, 12:01 a.m. Eastern Standard Time (the "Effective Date") and continuing until December 31, 2014, 11:59 p.m. Eastern Standard Time (this period is referred to as the "Initial Term"). After the Initial Term, this Contract shall automatically renew for subsequent (12) month terms, unless this Contract is non-renewed or terminated in accordance with the provision contained herein.

This Contract consists of this SIGNATURE PAGE, and, the following Exhibits.

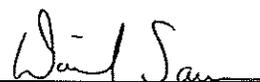
EXHIBIT "A" GENERAL TERMS AND CONDITIONS
EXHIBIT "B" CERTIFICATE OF COVERAGE
EXHIBIT "C" RIDERS:
EXHIBIT "D" SCHEDULE OF BENEFITS:
MVP Liberty HDHP EPO Silver 3
EXHIBIT "E" PREMIUM RATE SCHEDULE
EXHIBIT "F" GROUP APPLICATION
EXHIBIT "J" SMALL GROUP GUIDELINES

The parties executing this Contract represent and warrant that they have the authority to bind their respective entities to this Contract.

IN WITNESS WHEREOF, MVP and Group have caused this Group Contract to be executed as of the Effective Date.

MVP Authorized Representative:

Town Of Albion:

By: 

By: _____

Title: Vice President, Sales

Title: _____

Date: March 13, 2014

Date: _____

Group email (optional)²: _____

² By including an email address on this contract and/or your group application, you agree to accept all notices electronically unless otherwise indicated in this contract or as required by law.