

May 12, 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 the April 4, 14 and 28, 2014 meetings
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. Proposal from Chatfield Engineers regarding Zoning Map
13. Letter from Orleans County Board of Elections concerning changing polling place from Elks Lodge to the Hoag Library
14. Canal Bridges in Orleans County
15. Resolution for the reform of the State dedicated highway/bridge fund
16. Resolution to accept the Water Audit from the Bonadio Group
17. Downtown Flowers –Jake Olles/ Lisa Stratton
18. Resolution to accept Univera Dental Insurance Contract for 2014
19. Property Maintenance – Dan Strong
20. Executive Session

April 4, 2014

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

Meeting called to order at 5:30 pm.

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

Present was Councilperson Richard Remley, Supervisor Matthew Passarell and Councilperson Jake Olles. Absent excused was Councilperson Daniel Poprawski 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 Jake Olles to approve the agenda as published and submitted. Motion carried by the following vote:

Councilperson Daniel Poprawski, absent excused

Councilperson Richard Remley, aye

Supervisor Matthew Passarell, aye

Councilperson Jake Olles, aye

Councilperson Todd Sargent, absent excused

Supervisor Matthew Passarell: I need a motion to enter executive session.

Motion was made by Councilperson Richard Remley and was seconded by Councilperson Jake Olles to enter executive session at 5:32 pm for the discussion of a personnel conduct issue and contract negotiations. Motion carried by the following vote:

Councilperson Daniel Poprawski, absent excused

Councilperson Richard Remley, aye

Supervisor Matthew Passarell, aye

Councilperson Jake Olles, aye

Councilperson Todd Sargent, absent excused

Minutes from Executive session on Friday, April 4, 2014

It was agreed that we are all now current with this issue and that we would monitor the situation for any further developments. No specific action was taken with regard to this personnel issue.

Dick R then informed the Board that he and Jake O had met to discuss the current status of union negotiations with the Town Highway Dept (CSEA). Jake and Dick agreed that it would be best for the Town and the employees to hire someone to represent the Board at the negotiations. We then contacted Chuck Nesbitt about his activities with negotiating contracts throughout the county. He has done several – Ridgeway, Gaines, Village of Medina (2), and the County. Dick R informed the Board that he had met with Chuck Nesbitt to learn more about his services and to request a written proposal for the Board.

There being no further business for the Executive Session, at 6:04pm Jake made the motion to close the Executive Session and that motion was seconded by Dick R. Motion carried.

At 6:05pm, Jake made a motion to re-open the Special Meeting, motion seconded by Dick R. Motion carried.

Dick R. informed the Board that he had a written proposal from Chuck Nesbitt for his services. Dick R proposed that we authorize the Supervisor, Matt P. to execute the agreement and hire Chuck Nesbitt for the purpose of negotiating a contract. The proposal was seconded by Jake O. The motion carried

At 6:10pm Jake made a motion to close the Special Meeting, seconded by Dick R. Motion carried

April 14, 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 were Councilperson Daniel Poprawski, Supervisor Matthew Passarell, Councilperson Jake Olles and Councilperson Todd Sargent. Absent excused was Councilperson Richard Remley.

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

Motion was made by Councilperson Daniel Poprawski and Councilperson Todd Sargent to approve agenda with the addition of the agreement for the Union Contract negotiations. Motion carried by the following vote:

Councilperson Daniel Poprawski, aye	Councilperson Richard Remley, absent excused
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 Daniel Poprawski to approve the minutes of the March 10, 2014 meeting as published and submitted. Motion carried by the following vote:

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

Supervisor Matthew Passarell: I need a resolution for the vouchers.

Resolution #49 Payment of Claims

Whereas, the following are against the Town:

General A & B #'s – 99 – 135	\$ 59,208.03
Highway DA & DB #'s – 49 – 71	\$ 13,700.92
Water Districts #'s – 15 – 21	\$ 2,565.70
Sewer District #4	\$ 40.29
For a grand total	\$ 75,514.94

Motion was made by Councilperson Jake Olles and was seconded by Councilperson Daniel Poprawski to approve payment of the above listed claims. Resolution duly adopted by the following vote:

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

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

Motion was made by Councilperson Daniel Poprawski and was seconded by Councilperson Todd Sargent to approve payment 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, absent excused
Supervisor Matthew Passarell, aye	Councilperson Jake Olles, aye
Councilperson Todd Sargent, aye	

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Supervisor Matthew Passarell: Next item is the monitoring system.

The Board discussed the proposal on the monitoring system on the water tank and had additional questions and concerns and the Board decided that additional information was needed. After discussion the following action was taken:

Motion was made Councilperson Daniel Poprawski and was seconded by Councilperson Todd Sargent to table this proposal until the May meeting for further research. Motion carried by the following vote:

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

Supervisor Matthew Passarell: I need a resolution opposing college education for inmates.

Resolution #50 Opposition to College Education for Inmates

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 care 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. Mazarz, 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

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Joseph Morelle, Assembly Minority Leader Brian M. Kolb and all others deemed necessary and proper.

Motion was made by Councilperson Jake Olles and was seconded by Councilperson Daniel Poprawski to authorizing the adoption of this. Resolution duly adopted by the following vote:

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

Supervisor Matthew Passarell: The Board has a proposal from Chatfield Engineers.

The Board discussed the proposal submitted by Chatfield Engineers for engineering services for Zoning changes in the Town. Questions and concerns were raised. Also mentioned was that possibly the County Planning Department could do this at no charge. After this discussion the following action was taken:

Motion was made by Councilperson Daniel Poprawski and was seconded by Supervisor Matthew Passarell to table this item until the May meeting for further research. Motion carried by the following vote:

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

Supervisor Matthew Passarell: I need a motion to appoint Kevin Parker.

Motion was made by Councilperson Todd Sargent and was seconded by Councilperson Daniel Poprawski appointing Kevin Parker as the alternate to the Orleans County Planning Board. Motion carried by the following vote:

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

Supervisor Matthew Passarell: I need a motion to sell a truck at auction.

Motion was made by Councilperson Jake Olles and was seconded by Councilperson Daniel Poprawski authorizing Highway Superintendent Jed Standish to sell the 2006 Ford F550 with plow at the Teitsworth Auction on May 10, 2014. Motion carried by the following vote:

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

Supervisor Matthew Passarell: The Board has a letter from Board of Elections regarding the polling site.

The Board discussed this and decided the following:

Motion was made by Councilperson Todd Sargent and was seconded by Supervisor Matthew Passarell to table this item until the May meeting. Motion carried by the following vote:

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

Supervisor Matthew Passarell: Next item is the proposal from Charles Nesbitt.

April 14, 2014

Motion was made by Councilperson Jake Olles and was seconded by Councilperson Daniel Poprawski to approve the agreement with Charles Nesbitt as the representative for the Town of Albion in the matter of Union Contract negotiations. Said agreement in its entirety is filed with and made a part of these minutes. Motion carried by the following vote:

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

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

Resolution #51 MVP Health Care Contract

The contract for the 2014 year with MVP health care in its entirety is hereby filed with and made a part of these minutes.

Motion was made by Councilperson Jake Olles and was seconded by Councilperson Todd Sargent to approve the contract. Resolution duly adopted by the following vote:

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

Supervisor Matthew Passarell: I need a motion for a five minute recess and then we will go into executive session.

Motion was made by Councilperson Daniel Poprawski and was seconded by Councilperson Todd Sargent to adjourn for five minutes. Motion carried by the following vote:

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

At 7:28 p.m. Executive Session began

Discussion about Pillars with Dan Strong.

Future meeting will be established in upcoming weeks between Scott Root and Dan Strong

At 8:00 p.m. Executive Session discussion with Jim Bell on legal issues concerning the Pillars

At 8:15 p.m. discussion over contract negotiations with Chuck Nesbitt on Union topics

At 8:37 p.m. ended Executive Session

At 8:38 p.m. regular Town session resumed

At 8:39 p.m. ended Town meeting

April 28, 2014

Town of Albion Town Board special 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 Jake Olles and was seconded by Councilperson Daniel Poprawski to approve the agenda as published and submitted. 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 to enter executive session.

Motion was made by Councilperson Richard Remley and was seconded by Councilperson Daniel Poprawski to enter executive session at 7:01 pm for the discussion of a Code Enforcement issue and Water District #9. 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**

Town Meeting Minutes – April 28, 2014

At 7:01 p.m. Executive Session began

Discussion over the Exit Door in the Rear of the Pillars in the Fall & Winter months. Also discussed the fire rated double doors to the north which were replaced after initial inspection.

Attorney Jim Bell will draft letter to Pillars to allow an outside code officer to complete independent inspection.

Discussion on District 9 finalization which involves payments to previous Attorneys as well as Jim Bell.

At 8:01 p.m. ended Executive Session.

At 8:02 regular session resumed.

Motion on floor to finish completing legal issues over District 9. Motion made by Dan. 2nd by Dick.

Dan Poprawski, Dan Strong and Jim Bell will meet to discuss ideas for rectifying Pillars Exit Door issues.

At 8:04 regular session ended.

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 RSA – On site PLC Engineer for Start-up and
Services 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



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



COUNTY OF ORLEANS
BOARD OF ELECTIONS
14012 State Route 31
Albion, New York 14411
(585) 589-3274

DENNIS PIEDIMONTE
Republican Commissioner

JANICE GRABOWSKI
Democratic Commissioner

April 7, 2014

Town of Albion Town Board
3665 Clarendon Road
Albion, NY 14411

Dear Town Board Members,

On April 7, 2014, the Orleans County Election Commissioners toured the Hoag Library in Albion as a possible poll site for the Town of Albion. We feel the library is a very good location in the center of town. After touring the building, we agree that the lighting is much better, there is more space for voting equipment, staff and voters, and the facility is handicap accessible. We would like to recommend that the town move the polling place from the Elks Lodge (all six election districts) to the Hoag Library.

It is our feeling that the library may also be in favor of this change. If so, we are asking for your approval.

Yours truly,

Orleans County Board of Elections

Janice Grabowski
Dennis Piedimonte
Election Commissioners

Erie Canal Bridges in Orleans County

Legend

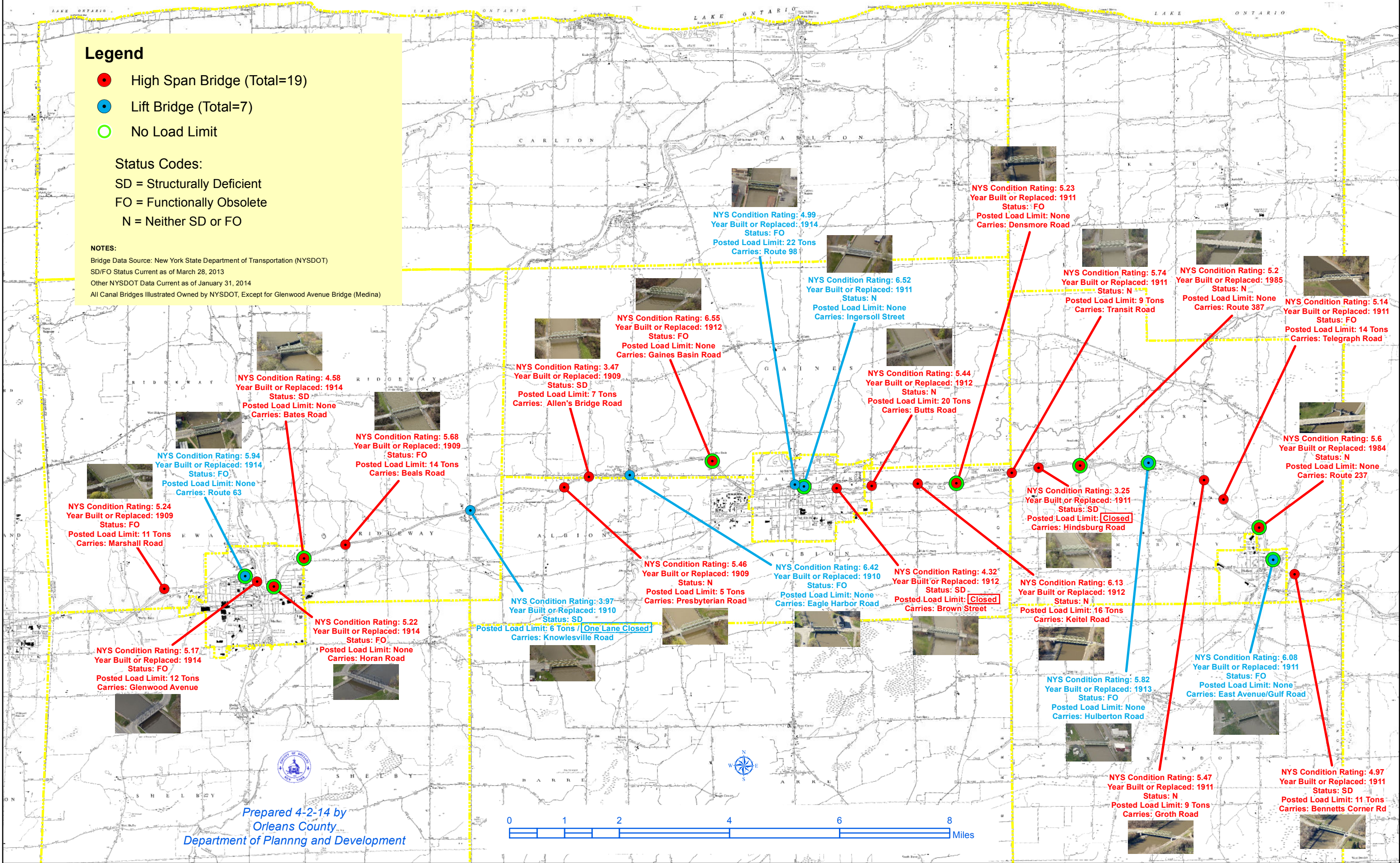
- High Span Bridge (Total=19)
- Lift Bridge (Total=7)
- No Load Limit

Status Codes:

SD = Structurally Deficient
FO = Functionally Obsolete
N = Neither SD or FO

NOTES:

Bridge Data Source: New York State Department of Transportation (NYSDOT)
SD/FO Status Current as of March 28, 2013
Other NYSDOT Data Current as of January 31, 2014
All Canal Bridges Illustrated Owned by NYSDOT, Except for Glenwood Avenue Bridge (Medina)



RESOLUTION NO. 125-314

URGING STRUCTURAL REFORM OF THE STATE DEDICATED HIGHWAY AND BRIDGE TRUST FUND (DHBTF)

WHEREAS, local governments are responsible for an increasing proportion of the statewide highway and bridge system, including eighty-seven percent of the State's 110,000 miles of roadways and fifty percent of the State's 18,000 bridges; and

WHEREAS, a safe and efficient highway infrastructure is necessary for trade, economic development and revitalization, job creation and retention, schools, agriculture, businesses, health and hospital facilities, emergency responders, as well as the general traveling public; and

WHEREAS, The New York State Comptroller has for two years in a row issued reports calling for the reform and restructuring of the Dedicated Highway and Bridge Trust Fund as taxpayers have paid billions in taxes and fees into a fund that was created to keep our roads and bridges in good repair and more than three-quarters of this money is siphoned off to pay for borrowing and operating costs of state agencies, leaving fewer dollars for improving our infrastructure; and

WHEREAS the State's Dedicated Highway and Bridge Trust Fund was originally designed in 1991 as a pay-as-you-go financing method to support the state's transportation programs and purposes, using revenue from highway taxes, motor vehicle taxes and fees, petroleum business taxes and a number of smaller resources; and

WHEREAS, in an analysis of the State Budget, the State Comptroller reveals that less than 24 percent of the state's Dedicated Highway and Bridge Trust Fund (DHBTF)—originally established to fund transportation on a pay-as-you-go basis—is actually available for transportation capital this fiscal year. This is because total debt service on state bonding paid from the DHBTF is over 40 percent of all DHBTF disbursements; and

WHEREAS, State operations costs also consume an enormous share of the fund: nearly \$1.6 billion in the last fiscal year, including the costs of snow and ice removal by the Department of Transportation and day-to-day staff expenses at the Department of Motor Vehicles and other non-capital expenditures; and

WHEREAS, the structural deficit in the DHBTF will require a state general fund transfer reaching \$787.5 million in State Fiscal Year 2017-18, according to state budget documents; and

WHEREAS, legislation has been introduced in both houses of the Legislature seeks to reform the DHBTF by ensuring that money dedicated through the fund be used for highway and bridge construction and repairs and not diverted for non-capital uses; and a bill to enhance revenues to the DHBTF from heretofore un-committed state gasoline tax receipts is being considered by the Senate; and

WHEREAS, dedicated revenue enhancements must be considered to insure the long term financial stability of the DHBTF and to attain adequate levels of state support to local roads and bridges; now, therefore be it

RESOLVED, that the Orleans County Legislature does hereby urge the Governor and the Legislature of the State of New York to develop a multi-year plan to return structural balance to the DHBTF in order to ensure its ability to meet the State's highway and bridge capital needs today and in the future by, among other actions, adopting the aforementioned legislative initiatives; and be it

FURTHER RESOLVED, that copies of this resolution be sent to NYSAC and Western NY Inter County encouraging member counties to enact similar resolutions; and be it

FURTHER RESOLVED, that copies of this resolution shall be forwarded to Governor Andrew M. Cuomo, State Senator George Mazarz, Assembly Member Stephen Hawley, Assembly Member Jane Corwin, all Towns and Villages in Orleans County, and all others deemed necessary and proper.



Town of Albion
3665 Clarendon Rd.
Albion, NY 14411

Dear Group Administrator,

Enclosed you will find your dental rate renewal for the period of January 1, 2014 through December 31, 2014. It has come to our attention that your group has been in a dental plan through Excellus BC/BS of Rochester. Based on your companies location, you should be enrolled in one of our community rated Univera dental products.

Approximately 60 days Prior to the next renewal period, I will be sending out rates and plan designs for your group to decide which Univera dental product they would like to have going forward.

If you should have any questions regarding this matter, please feel free to contact me at the phone number listed below. You can also email me directly as well at jennifer.ruberto@univerahealthcare.com.

Jennifer L. Ruberto
Account Manager

Office: 716-857-6288

April 2014

Town of Albion

Dental Care Benefits Renewal

We would like to take this opportunity to thank you and your employees for selecting us as your health care provider of choice. We take this responsibility seriously and want to provide you and your employees with the Dental care they need and deserve.

We are committed to:

- Providing flexible, innovative and affordable plan designs
- Maximizing benefit dollars for your employees and their family members
- Timely and accurate administration of dental benefits
- Choices and easy access to dentists

What's Included?

Included in this Dental Care Benefits Renewal Package is all of the information you need to make an informed decision about the dental care choices you want to offer:

Summary of Proposals

This exhibit shows one or more proposals for your consideration. Included is the expected premium impact relative to your current benefits.


Detailed Rate and Benefit Exhibits

A detailed rate sheet is provided for each proposal. This rate sheet includes a list of Financial Terms and Assumptions. Detailed benefit information for each proposal is included on the following sheet. Any changes to these benefits or terms may result in a change to the rates.

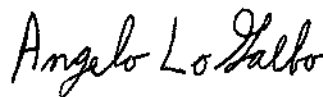
Next Steps:

Please sign and return the rate sheet for the proposal that best meets your needs. New rates will be effective on your plan effective date of January 1, 2014. We look forward to continuing to work with you to meet the health care needs of you and your employees.

Sincerely,



Tom McBride
Rating Consultant



Angelo LoGalbo
Account Executive

Summary of Proposals

Town of Albion

Contract Period: January 1, 2014 through December 31, 2014

Funding Arrangement:

Prospective

Proposal Summary			
Proposal and Description	Comparison to Current Benefits	Vs. Current Rates¹	Estimated Contract Period Premium¹
Renew at Current Benefits	NA	0.0%	\$ 4,956

¹Assumes contract distribution as shown on detailed rates exhibit

**Proposal - Renew at Current Benefits
Town of Albion**

Contract Period: January 1, 2014 through December 31, 2014

Funding Arrangement:

Prospective

All Subscribers			
Plan	Tier	Projected Contracts	Rate
Connect Dental Plan IV	Single	2	\$ 33.24
	Family	4	86.63

Financial Terms / Assumptions

- Rates shown are good through 4/14/2014. If Group does not accept this rate action prior to the expiration date, Univera Healthcare reserves the right to re-rate the renewal.
- Signature below indicates acceptance of all rates and terms for this proposal and its accompanying benefit sheet.
- Terms and assumptions used in this rate sheet are superceded by the group contract.
- Rates are for prospective financial arrangement (Univera Healthcare at risk).
- Quoted premium rates contain a factor for broker commissions included in the overall retention load; administered under the Univera WNY Broker Program.
- Minimum participation requirements must be met at time of enrollment.
- Enrollment variations greater than +/-10% require a rate review.
- Above Rates Assume Employer Is Contributing to The Plan
- Changes in federal or state benefit mandates or tax policies will require a rate review.

Proposal Accepted By (Group Representative)

Date

Title

QFUW

Proposal - Renew at Current Benefits

Town of Albion

Contract Period: January 1, 2014 through December 31, 2014

Funding Arrangement:

Prospective

Population:	All Subscribers
Plan:	Connect Dental Plan IV
Coinsurance:	
Class I:	100%
Class II:	80%
Class III:	50%
Class IV:	50%
Fee Schedules:	
In Area:	90% UCR
Out of Area:	90% UCR
Deductible:	\$50/\$100
Annual Max:	\$1,000
Benefit Cycle:	Calendar Year Benefits
Deductible Classes:	Classes II, III, IV
Max Classes:	Classes II, III
Ortho Lifetime Max:	\$750
Riders:	<ul style="list-style-type: none"> • Dependent to Age 26 • Student To Age 26

QFUW

Initial to signify approval of benefits for proposal : _____