

Town Board Meeting
Town of Bergen- Town Hall
December 28, 2018

Agenda

I. Call to Order 10 am

Prayer Almighty God, as we meet today to conduct matters of Town business, grant us the wisdom to remember as we work that we are servants of our constituency. Assist us to be sure our decisions should be in the best interests of the Town and its citizens, entirely unblemished by any thoughts of personal benefit. Amen.

Pledge to the flag

II. Privilege of the Floor-

III. Approval of meeting Minutes for- 12/11//18 Board Meeting

IV. Communications included with this agenda:

1. Mercy EMS summary report for Nov. 2018
2. 12/12/18 Correspondence from Judge Nenni and Judge Swapceinski in regard to notice that the Court books and docket records are ready and available for examination and audit.
3. Triple O maintenance contract proposals
4. 12/10/18 ISO correspondence regarding Building Code Effectiveness Grading.
5. 12/4/18 correspondence from Charter Communications regarding changes

V. Board Members' items for addition to the agenda

VI. Swearing in Ceremony Councilman Mark Anderson was sworn in by Clerk Smith

VII. Reports:

- Supervisor
- Clerk
- Board Members
- Zoning / Code Enforcement: - Update on Haunted House property
- Highway
 - Update on Town Barn
 - Year- end truck purchase

Committees

- Building, Grounds, and Facilities
 - Triple O contract
- Parks- Park Renovations- time line –Update on plans for improvements –
- Local History & Museum-
- Policy and Personnel-
- Village /Town-
- Transfer Station

VIII. Old Business:

- Sales Tax - update and Discussion at GAM meeting
- Proposed Town of Bergen Water Improvement Benefit Area #1 project.

IX. New Business

- Triple O maintenance contract
- Approval of Year End Bills

X. Meeting and Other Upcoming Dates

- Reorganization meeting 1/3/19 7 PM – Town Hall- Court Room
- Regular meeting- Tuesday, January 8, 2019 at 7:00 PM in the Courtroom - audit of the bills at 6:45 PM

XI. Adjournment

DRAFT

DECEMBER 11, 2018 BERGEN TOWN BOARD REGULAR MEETING

The Bergen Town Board convened in a regular session at 7:00 pm in the Town Hall with Supervisor Haywood presiding.

PRESENT:

Supervisor Ernest Haywood
Councilman Mark Anderson
Councilwoman Belinda Grant
Councilwoman Anne Sapienza
Councilman James Starowitz

ALSO PRESENT:

Michele M. Smith, Town Clerk
Mike Johnson, Highway Superintendent
Dave Mason, ZEO/CEO
Daniel Bryson, Town Attorney

PRAYER

PLEDGE OF ALLEGIANCE TO THE FLAG

Daniel Bryson – Town Attorney - discussed town liability due to code issues; consideration of GCEDC donation of land at Apple Trees Acres- is it included in park plan or comprehensive plan; Haunted House/private property – special use permit needed with conditions, request certificate of insurance; vacant private properties - no action needed- based on complaints; code enforcement has a process that they follow. Uniform building code 144 sq ft vs Town code 150 sq ft – does law need to be changed. Cemeteries – town has maintained for years – NYS Division of Cemeteries said that North Bergen and East Bergen Associations abandoned not deeded to Town of Bergen, towns only obligation is to mow 3 times a year.

MINUTES: *Councilwoman Sapienza made a motion to approve the minutes of November 27, 2018; seconded by Councilwoman Grant and carried by a vote 5-0.*

COMMUNICATIONS:

Supervisor Report for November 2018

Summary Spreadsheets for November 2018

Town Clerk's Report for November 2018

ZEO/CEO Report for November 2018

V2D quotes for Server

Arial photo of property at Appletree Acres for consideration of donation

Genesee County Resolution regarding elimination of Sales Tax Sharing with the Town

Paul Chatfield from MRB Group interest in reappointment as Town Engineer for 2019

Paul Chatfield from MRB regarding preliminary engineering report for Water Improvement Benefit area #1

REPORTS:

SUPERVISOR: updated sales tax revenue agreement with county, bond payments made

TOWN CLERK: Russell Plumbing looked at the faucets at the town hall, no leak at time of service but will look for options for the over spray. Maintenance man Denny Miller had changed the stem on the faucet so no leak at time of service call.

ZEO/CEO: Coach Tony's permit issued; Hank Parker public hearing set

HIGHWAY/SOLID WASTE: possible equipment purchase prior to end of 2018; approximately 10 TV's dumped on Cook Rd.

TOWN CLERK'S NOVEMBER REPORT: *Councilwoman Sapienza made a motion to file the Town Clerk's November 2018 report; seconded by Councilman Starowitz and it carried by a vote 5-0.*

SUPERVISOR'S NOVEMBER REPORT: *Councilwoman Grant made a motion to file the November 2018 Supervisors Report; seconded by Councilman Starowitz and it carried by a vote 5-0.*

COMMITTEES:

Building Committee: have not received updated Triple-O maintenance contracts

Parks/Transfer Station: kiosk from BOCES installed at Drews Nature Center- maps and pictures needed; bags and tags - recommendation

Local History & Museum: changing water meter on Thursday at 15 S. Lake Ave.

OLD BUSINESS:

Proposed Water District #4 /Water Improvement Benefit area #1- 8.9 million for project hoping for approximately 3.5 million in grant money.

Sales Tax Revenue Agreement towns are eliminated from agreement, county decided on a revenue sharing agreement- extended the agreement through 2019

NEW BUSINESS

Server quote for 2019 Councilman Sapienza made a motion to approve the quote from V2D for server installation at Town Hall not to exceed \$3,470 for 2019; seconded by Councilman Starowitz and it carried by a vote 5-0.

Potential Land Donation from GCEDC at Appletree Acres - the town board is not interested

Robins Brook Park Pavilion project out to bid The Project consists of construction of a 30' x 60' park pavilion. Councilwoman Grant made a motion to authorize the Town Bergen Robins Brook Park Pavilion Project for Bid, with a bid date to be established by MRB Group; seconded by Councilwoman Sapienza and it carried by a vote 5-0.

BILLS: The bills were presented for audit and totaled General A Fund \$9,044.95; General B Fund \$1,930.47; Highway DB \$830.91; PA-A \$4,079.11; PA-DB \$4,302.05. Councilwoman Grant made a motion to pay the December bills; seconded by Councilman Starowitz and it carried by a vote 5-0.

NEXT MEETING: Year End Meeting -Saturday, December 29, 2018 at 10:00 am in the Courtroom

Town Holiday Party - Wednesday, December 19, 2018 at the Fire Hall from Noon – 1:00 pm

Reorganization Meeting – Thursday, January 3, 2019 at 7:00 pm in the Courtroom

EXECUTIVE SESSION: Supervisor Haywood made a motion to enter into executive session at 8:05 pm to discuss personnel issue and legal matter with CEO/ZEO Dave Mason present; seconded by Councilwoman Sapienza and carried by a vote 5-0. Councilman Anderson made a motion to exit executive session at 8:20 pm; seconded by Councilman Starowitz and it carried by a vote 5-0.

ADJOURNMENT: Councilman Anderson made a motion to adjourn at 8:30 pm; seconded by Councilwoman Grant and carried by a vote 5-0.

Respectfully submitted,

Michele M. Smith

Michele M. Smith,
Town Clerk

----- Original Message -----

Subject: Revised PM Plans per request
From: Luke Giannone <lgianone@tripletoday.com>
Date: Fri, December 14, 2018 2:23 pm
To: supervisor@bergenny.org, asapienza@bergenny.org,
asapienza@rochester.rr.com

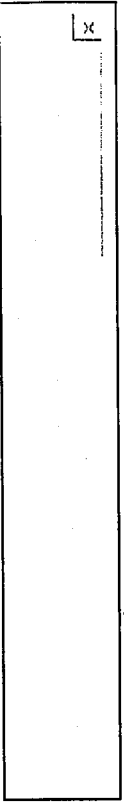
Hi guys!

Please see attached the revised PM plans for the town locations, as requested per our meeting. I know we talked about "keeping" the town offices PM at quarterly interval, but when I looked into it, it had already been on a biannual frequency. Because that seems to be working out ok, I recommend we keep it at 2 visits/year and save some money. Let me know if you would like anything different on these and I'll make the change right away!

Thanks and Merry Christmas!

Sincerely,

LUKE GIANNONE • PRESIDENT
PHONE: (585) 271-1280 • EMAIL: LGIANNONE@TRIPLE-O.NET



FOR SALES OR SERVICE CALL: 888-705-0001 AVAILABLE 24-HOURS
CENTRAL OFFICE AND WAREHOUSE: 6520 N LAKE RD, BERGEN, NY 14415

TRIPLE-O MECHANICAL, INC. MAINTENANCE PROGRAM

By and between:

**TRIPLE-O MECHANICAL, INC.
6520 NORTH LAKE ROAD
BERGEN, NY 14416**

And

Bergen Library and Assessor's Office

Services will be provided at the following location(s):

**Bergen Library and Assessor's Office
13 South Lake Ave
Bergen, NY 14416**

Triple-O Mechanical, Inc. will provide the services in accordance with the schedules, terms and conditions on the pages which are attached and listed below.

Type of Service:

Time & Material Preventative Maintenance Full Service Maintenance

The Maintenance Plan price is \$ **496.00** per year, to be paid \$ **248.00** Biannually upon completion of inspection. This Maintenance Plan will be in effect from **1-1-19** through **12-31-20** (anniversary date).

The coverage included in this Maintenance Plan, including terms, conditions and schedules attached, will constitute the entire Maintenance Plan between us. This Maintenance Plan is the property of Triple-O Mechanical, Inc. and is provided for the sole use of **Bergen Library and Assessor's Office**. This Maintenance Plan is subject to management approval by Triple-O Mechanical, Inc. No waiver, change or modification of any terms or conditions shall be binding on Triple-O Mechanical, Inc. unless made in writing and signed by authorized management of Triple-O Mechanical, Inc.

This annual Maintenance Plan shall continue in effect from year to year unless either party gives written notice to the other of intention not to renew thirty (30) days prior to any anniversary date.

Triple-O Mechanical, Inc.

CUSTOMER

BY _____
Luke Giannone, President

BY _____
Authorized

Title

Date

Date



Triple-O Mechanical, Inc. will provide service for the systems described on the attached schedule(s):

Schedule "A" Equipment List

Triple-O Mechanical, Inc. Preventative Maintenance

The Program is designed to provide the customer with a continuing service program. The program will be planned, scheduled, managed, monitored and enhanced by Triple-O, Inc. This program for **Bergen Library and Assessor's Office** is to be done **2** times per year.

Each preventative service call will be scheduled by a computer prepared work order system which details exact tasks, skill levels required, special tools and special conditions as required to maintain the systems at optimum efficiency levels.

The Maintenance Plan includes normal consumable materials such as lubricants, grease, and clean-up materials.

Preventive Service

Service intervals for systems and equipment are determined by run time, system use, application, location and manufacturer's recommendations. This information assures that the customer receives the industry's most cost effective service programs available. Normally, this service is done four times per year, once each season, unless otherwise specified.

Administration and Reporting

Completed service calls are documented by a detailed Triple-O Mechanical, Inc. Service Report to assure the customer that Triple-O Mechanical, Inc.'s service has been performed and the tasks are complete.

Preferred Customer Rates

If additional repairs are needed, the labor and necessary parts and components, subject to customer approval, will be billed separately at the preferred customer rates, including all burdens related to travel, tool and truck expenses.

Emergency Service

Emergency service is available – 24 hours a day – 7 days a week – to reduce the risk of down time and inconvenience for the customer. Should emergency service be required, it will be billed separately at preferred customer rates.

Commitment to Excellence

In partnership with our customers, we promise to deliver a quality service program by both understanding and meeting the customers' expectations. A periodic review of Triple-O Mechanical, Inc.'s performance will be held with the customer. Discussions with the customer will include, but not be limited to, quality of work, customer concerns, ways to improve and changes needed. Any items needing attention will be addressed in an action plan.

Agreement Coverage

- Special Services**
As per addendum page attached
- 24 Hour Emergency Service**
Available at (585) 271-1280

Scope of Service

- General inspection of equipment listed for vibration, worn or failed parts, mountings, drive couplings, rotation, pilots and igniters, refrigerant oil, steam or water leaks, safety controls, refrigerant charge, combustion efficiency and proper electrical operation.
- Aligning of belts, drive couplings, air fins, etc.
- Lubricating motors, damper linkages, bearings, fan bearings, etc.
- Adjusting belt tension, refrigerant charge, super heat, burner fuel air ratios, gas pressure, fan RPM, set points, and limits of controls and unloaders, damper positioning, etc.
- Calibrating safety controls and operating controls related to equipment (temperature and pressure).
- Testing and calibrating of pneumatic control system.
- Tightening electrical connections, mounting bolts, pipe fittings, hangers, and clamps.

- Cleaning:
 - Brush clean air cooled condensers.
 - Blow out air cooled condensers using CO2.
 - Brush clean water cooled condensers.
 - Boiler tubes.
 - Cooling towers.
- Emer. Service
 - Included in agreement cost (no limit).
 - Limited to _____ hours.
 - Billed extra at current rate.
 - See addendum special services.
- Replace/Repair Labor
 - Included in agreement cost (no limit).
 - Limited to _____ hours.
 - Billed extra at current rates.
 - See addendum special services.

- Parts & Components

	Billed Extra		
	Yes	No	
<input checked="" type="checkbox"/> Filter changes per year (2)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> Water Treatment
<input checked="" type="checkbox"/> Belt changes per year	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Compressor Oil Testing
<input type="checkbox"/> Replacement parts up to _____ dollars.	<input type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/> Refrigerant	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/> Oil & Lubricants	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<input type="checkbox"/> All parts & components	<input type="checkbox"/>	<input type="checkbox"/>	

- See addendum for special services

Schedule A

Equipment List (HVAC)

Date: 12-05-18

MAKE	DESCRIPTION	MODEL/SERIAL	AREA SERVED	LOCATION
Ruud	RTU	M# NA S# NA	Assessor's Office	Rear of Building
NA	Condensor	M# NA S# NA	Library	North Side of Building
NA	Furnace (forced air)	M# NA S# NA	Library	Basement

Service Protection Plan TERMS AND CONDITIONS

GENERAL

1. Triple-O Mechanical, Inc. agrees to perform all work in a careful and workman-like manner and to furnish only materials of good quality.
2. The customer will provide reasonable access to all areas and equipment, and will allow Triple-O Mechanical, Inc. to stop and start equipment as may be necessary to fulfill the terms of the agreement.
3. All preventive maintenance tasks and non-emergency repair or replacement will be performed during normal working hours, 8:00AM to 5:00PM, Monday through Friday.
4. The customer will notify Triple-O Mechanical, Inc. of any defect in the system promptly when it becomes known to them.
5. If any emergency call is made at the customer's request and no defect is found to be present, Triple-O Mechanical, Inc. may charge the customer at the preferred customer rate for such services.
6. In addition to any price specified on the face hereof, the customer shall pay and be responsible for the gross amount of any present or future sales, use, excise, value-added, or other similar tax, however designated, applicable to the price, sale or delivery or any products, services or the work furnished hereunder or for their use by Triple-O Mechanical, Inc. on behalf of the customer whether such tax shall be local, state, or federal in nature. This will include but not be limited to the recovery, recycling, reclamation, handling and disposal of all refrigerants and the additional costs incurred for refrigerant tax and/or increased costs due to shortages.
7. Payment for this maintenance agreement will be made upon completion of inspection.
8. Triple-O Mechanical, Inc. may adjust the price of this agreement annually on the anniversary date to reflect prevailing labor and material costs.
9. Acceptance of this agreement by Triple-O Mechanical, Inc. assumes that all systems and equipment covered are in maintainable condition. If repairs are found necessary during the new agreement start up inspection or the initial seasonal start-up, a repair proposal will be submitted for approval. If the repair proposal is declined, the non-maintainable items will be eliminated from the maintenance agreement and the agreement price adjusted accordingly or the agreement may be canceled or otherwise revised.
10. Repair, replacement and emergency service provisions apply only to the systems and equipment covered by this agreement. Repair or replacement of non-maintainable parts of the system(s) such as, but not limited to, duct work, piping, shell and tube (for boilers, evaporators, condensers, and chillers), unit cabinets, boiler refractory material, heat exchangers, insulating material, electrical wiring, hydronic and pneumatic piping, structural supports and other non-moving parts, are not included in this agreement.
11. If the system(s) or equipment covered is altered, modified, changed or moved this agreement may be adjusted accordingly or terminated.

LIMITATIONS OF LIABILITY AND INDEMNITIES

1. Triple-O Mechanical, Inc. will not be liable for damage or loss caused by delay in installation or interrupted service due to fire, flood, corrosive substance in the air, strike lockout, dispute with workmen, inability to obtain material or services, commotion, war, act of God, or any other cause beyond the reasonable control of Triple-O Mechanical, Inc.
2. In no event, whether as a result of breach of contract, or any tort including negligence or otherwise shall Triple-O Mechanical, Inc. or its suppliers, employees or agents be liable for any special, consequential, incidental, or penal damage including, but not limited to loss of profit or revenues, loss of use of any products, machinery, equipment, damage to associated equipment, cost of capital, cost of substitute products, facilities, services or replacement power, down time costs, lost profits, or claims of Buyer's customers for such damages.
3. No other warranty expressed or other liability is given and no other affirmation of Triple-O Mechanical, Inc. by word or action shall constitute a warranty. This warranty is expressly in lieu of any other expressed or implied warranty including any implied warranty of merchantability of fitness, and any other obligation on the part of Triple-O Mechanical, Inc.
4. Triple-O Mechanical, Inc. warrants materials only to the extent and for the time period said materials are warranted to Triple-O Mechanical, Inc. by the manufacturer(s) of the same. Triple-O Mechanical, Inc. liability, if any, upon any warranty, either expressed or implied, shall be limited to replacement of defective materials and correction of faulty workmanship which is in violation of local, state, or federal building codes at the time of performance of the work by Triple-O Mechanical, Inc.

TRIPLE-O MECHANICAL, INC. MAINTENANCE PROGRAM

By and between:
TRIPLE-O MECHANICAL, INC.
6520 NORTH LAKE ROAD
BERGEN, NY 14416

And

Bergen Town Historian's Office

Services will be provided at the following location(s):

**Historian's Office
15 South Lake Ave
Bergen, NY 14416**

Triple-O Mechanical, Inc. will provide the services in accordance with the schedules, terms and conditions on the pages which are attached and listed below.

Type of Service:

Time & Material Preventative Maintenance Full Service Maintenance

The Maintenance Plan price is \$ **350.00** per year, to be paid \$ **175.00** Bi-Yearly upon completion of inspection. This Maintenance Plan will be in effect from **1-01-19** through **12-31-20** (anniversary date).

The coverage included in this Maintenance Plan, including terms, conditions and schedules attached, will constitute the entire Maintenance Plan between us. This Maintenance Plan is the property of Triple-O Mechanical, Inc. and is provided for the sole use of **Bergen Town Historian's Office**. This Maintenance Plan is subject to management approval by Triple-O Mechanical, Inc. No waiver, change or modification of any terms or conditions shall be binding on Triple-O Mechanical, Inc. unless made in writing and signed by authorized management of Triple-O Mechanical, Inc.

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Triple-O Mechanical, Inc.

CUSTOMER

BY _____
Luke Giannone, President

BY _____
Authorized

Title

Date

Date



Triple-O Mechanical, Inc. will provide service for the systems described on the attached schedule(s):

Schedule "A" Equipment List

Triple-O Mechanical, Inc. Preventative Maintenance

The Program is designed to provide the customer with a continuing service program. The program will be planned, scheduled, managed, monitored and enhanced by Triple-O, Inc. This program for **Bergen Historian's Office** is to be done **2** time per year.

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- Aligning of belts, drive couplings, air fins, etc.
- Lubricating motors, damper linkages, bearings, fan bearings, etc.
- Adjusting belt tension, refrigerant charge, super heat, burner fuel air ratios, gas pressure, fan RPM, set points, and limits of controls and unloaders, damper positioning, etc.
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- Testing and calibrating of pneumatic control system.
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 - Cooling towers.
- Emer. Service
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 - Billed extra at current rate.
 - See addendum special services.
- Replace/Repair Labor
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- Parts & Components

	Billed Extra		
	Yes	No	
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<input type="checkbox"/> Replacement parts up to _____ dollars.	<input type="checkbox"/>	<input type="checkbox"/>	(1) 16x20x1
<input checked="" type="checkbox"/> Refrigerant	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/> Oil & Lubricants	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<input type="checkbox"/> All parts & components	<input type="checkbox"/>	<input type="checkbox"/>	

- See addendum for special services

Schedule A

Equipment List (HVAC)

Date: 12-05-18

MAKE	DESCRIPTION	MODEL/SERIAL	AREA SERVED	LOCATION
Heat Controller	Forced Air Furnace	M# G5U-125-EHN S# GN3D104 F2887 2882	Throughout	Basement

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2. In no event, whether as a result of breach of contract, or any tort including negligence or otherwise shall Triple-O Mechanical, Inc. or its suppliers, employees or agents be liable for any special, consequential, incidental, or penal damage including, but not limited to loss of profit or revenues, loss of use of any products, machinery, equipment, damage to associated equipment, cost of capital, cost of substitute products, facilities, services or replacement power, down time costs, lost profits, or claims of Buyer's customers for such damages.
3. No other warranty expressed or other liability is given and no other affirmation of Triple-O Mechanical, Inc. by word or action shall constitute a warranty. This warranty is expressly in lieu of any other expressed or implied warranty including any implied warranty of merchantability of fitness, and any other obligation on the part of Triple-O Mechanical, Inc.
4. Triple-O Mechanical, Inc. warrants materials only to the extent and for the time period said materials are warranted to Triple-O Mechanical, Inc. by the manufacturer(s) of the same. Triple-O Mechanical, Inc. liability, if any, upon any warranty, either expressed or implied, shall be limited to replacement of defective materials and correction of faulty workmanship which is in violation of local, state, or federal building codes at the time of performance of the work by Triple-O Mechanical, Inc.

TRIPLE-O MECHANICAL, INC. MAINTENANCE PROGRAM

By and between:
TRIPLE-O MECHANICAL, INC.
6520 NORTH LAKE ROAD
BERGEN, NY 14416

And

Bergen Town Hall

Services will be provided at the following location(s):

**Bergen Town Hall
10 Hunter Street
Bergen N.Y. 14416**

Triple-O Mechanical, Inc. will provide the services in accordance with the schedules, terms and conditions on the pages which are attached and listed below.

Type of Service:

Time & Material

Preventative Maintenance

Full Service Maintenance

The Maintenance Plan price is \$ **650.00** per year, to be paid \$ **325.00** Bi-Yearly upon completion of inspection. This Maintenance Plan will be in effect from **1-01-19** through **12-31-20** (anniversary date).

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Triple-O Mechanical, Inc.

CUSTOMER

BY _____
Luke Giannone, President

BY _____
Authorized

Title

Date

Date

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Schedule "A" Equipment List

Triple-O Mechanical, Inc. Preventative Maintenance

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The Maintenance Plan includes normal consumable materials such as lubricants, grease, and clean-up materials.

Preventive Service

Service intervals for systems and equipment are determined by run time, system use, application, location and manufacturer's recommendations. This information assures that the customer receives the industry's most cost effective service programs available. Normally, this service is done four times per year, once each season, unless otherwise specified.

Administration and Reporting

Completed service calls are documented by a detailed Triple-O Mechanical, Inc. Service Report to assure the customer that Triple-O Mechanical, Inc.'s service has been performed and the tasks are complete.

Preferred Customer Rates

If additional repairs are needed, the labor and necessary parts and components, subject to customer approval, will be billed separately at the preferred customer rates, including all burdens related to travel, tool and truck expenses.

Emergency Service

Emergency service is available – 24 hours a day – 7 days a week – to reduce the risk of down time and inconvenience for the customer. Should emergency service be required, it will be billed separately at preferred customer rates.

Commitment to Excellence

In partnership with our customers, we promise to deliver a quality service program by both understanding and meeting the customers' expectations. A periodic review of Triple-O Mechanical, Inc.'s performance will be held with the customer. Discussions with the customer will include, but not be limited to, quality of work, customer concerns, ways to improve and changes needed. Any items needing attention will be addressed in an action plan.

Agreement Coverage

- Special Services**
As per addendum page attached
- 24 Hour Emergency Service**
Available at (585) 271-1280

Scope of Service

- General inspection of equipment listed for vibration, worn or failed parts, mountings, drive couplings, rotation, pilots and igniters, refrigerant oil, steam or water leaks, safety controls, refrigerant charge, combustion efficiency and proper electrical operation.
- Aligning of belts, drive couplings, air fins, etc.
- Lubricating motors, damper linkages, bearings, fan bearings, etc.
- Adjusting belt tension, refrigerant charge, super heat, burner fuel air ratios, gas pressure, fan RPM, set points, and limits of controls and unloaders, damper positioning, etc.
- Calibrating safety controls and operating controls related to equipment (temperature and pressure).
- Testing and calibrating of pneumatic control system.
- Tightening electrical connections, mounting bolts, pipe fittings, hangers, and clamps.

- Cleaning:
 - Brush clean air cooled condensers.
 - Blow out air cooled condensers using CO2.
 - Brush clean water cooled condensers.
 - Boiler tubes.
 - Cooling towers.
- Emer. Service
 - Included in agreement cost (no limit).
 - Limited to _____ hours.
 - Billed extra at current rate.
 - See addendum special services.
- Replace/Repair Labor
 - Included in agreement cost (no limit).
 - Limited to _____ hours.
 - Billed extra at current rates.
 - See addendum special services.

- Parts & Components

	Billed Extra		
	Yes	No	
<input checked="" type="checkbox"/> Filter changes per year (2)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	(8) 16x20x2
<input checked="" type="checkbox"/> Belt changes per year	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Replacement parts up to _____ dollars.	<input type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/> Refrigerant	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/> Oil & Lubricants	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<input type="checkbox"/> All parts & components	<input type="checkbox"/>	<input type="checkbox"/>	
- Water Treatment
- Compressor Oil Testing

- See addendum for special services

Schedule A

Equipment List (HVAC)

Date: 12-05-18

MAKE	DESCRIPTION	MODEL/SERIAL	AREA SERVED	LOCATION
Carrier	Heating and Air Conditioning	M# 48PGFC05LAJ50-QY S# 4509G10022	Court Room	North Side of Building
Carrier	Heating and Air Conditioning	M# 48PGEC06LA-50-QY S# 4509G10028	Offices	North Side of Building

Service Protection Plan TERMS AND CONDITIONS

GENERAL

1. Triple-O Mechanical, Inc. agrees to perform all work in a careful and workman-like manner and to furnish only materials of good quality.
2. The customer will provide reasonable access to all areas and equipment, and will allow Triple-O Mechanical, Inc. to stop and start equipment as may be necessary to fulfill the terms of the agreement.
3. All preventive maintenance tasks and non-emergency repair or replacement will be performed during normal working hours, 8:00AM to 5:00PM, Monday through Friday.
4. The customer will notify Triple-O Mechanical, Inc. of any defect in the system promptly when it becomes known to them.
5. If any emergency call is made at the customer's request and no defect is found to be present, Triple-O Mechanical, Inc. may charge the customer at the preferred customer rate for such services.
6. In addition to any price specified on the face hereof, the customer shall pay and be responsible for the gross amount of any present or future sales, use, excise, value-added, or other similar tax, however designated, applicable to the price, sale or delivery or any products, services or the work furnished hereunder or for their use by Triple-O Mechanical, Inc. on behalf of the customer whether such tax shall be local, state, or federal in nature. This will include but not be limited to the recovery, recycling, reclamation, handling and disposal of all refrigerants and the additional costs incurred for refrigerant tax and/or increased costs due to shortages.
7. Payment for this maintenance agreement will be made upon completion of inspection.
8. Triple-O Mechanical, Inc. may adjust the price of this agreement annually on the anniversary date to reflect prevailing labor and material costs.
9. Acceptance of this agreement by Triple-O Mechanical, Inc. assumes that all systems and equipment covered are in maintainable condition. If repairs are found necessary during the new agreement start up inspection or the initial seasonal start-up, a repair proposal will be submitted for approval. If the repair proposal is declined, the non-maintainable items will be eliminated from the maintenance agreement and the agreement price adjusted accordingly or the agreement may be canceled or otherwise revised.
10. Repair, replacement and emergency service provisions apply only to the systems and equipment covered by this agreement. Repair or replacement of non-maintainable parts of the system(s) such as, but not limited to, duct work, piping, shell and tube (for boilers, evaporators, condensers, and chillers), unit cabinets, boiler refractory material, heat exchangers, insulating material, electrical wiring, hydronic and pneumatic piping, structural supports and other non-moving parts, are not included in this agreement.
11. If the system(s) or equipment covered is altered, modified, changed or moved this agreement may be adjusted accordingly or terminated.

LIMITATIONS OF LIABILITY AND INDEMNITIES

1. Triple-O Mechanical, Inc. will not be liable for damage or loss caused by delay in installation or interrupted service due to fire, flood, corrosive substance in the air, strike lockout, dispute with workmen, inability to obtain material or services, commotion, war, act of God, or any other cause beyond the reasonable control of Triple-O Mechanical, Inc.
2. In no event, whether as a result of breach of contract, or any tort including negligence or otherwise shall Triple-O Mechanical, Inc. or its suppliers, employees or agents be liable for any special, consequential, incidental, or penal damage including, but not limited to loss of profit or revenues, loss of use of any products, machinery, equipment, damage to associated equipment, cost of capital, cost of substitute products, facilities, services or replacement power, down time costs, lost profits, or claims of Buyer's customers for such damages.
3. No other warranty expressed or other liability is given and no other affirmation of Triple-O Mechanical, Inc. by word or action shall constitute a warranty. This warranty is expressly in lieu of any other expressed or implied warranty including any implied warranty of merchantability of fitness, and any other obligation on the part of Triple-O Mechanical, Inc.
4. Triple-O Mechanical, Inc. warrants materials only to the extent and for the time period said materials are warranted to Triple-O Mechanical, Inc. by the manufacturer(s) of the same. Triple-O Mechanical, Inc. liability, if any, upon any warranty, either expressed or implied, shall be limited to replacement of defective materials and correction of faulty workmanship which is in

violation of local, state, or federal building codes at the time of performance of the work by Triple-O Mechanical, Inc.

re 12/12/18

Town Court



Town of Bergen

Hon. Joseph A. Nenni
Town Justice

Kate Werner
Court Clerk

Hon. Robert G. Swapceinski
Town Justice

Cindy Burke
Court Clerk

**10 Hunter Street
Bergen, New York 14416-0249
585-494-1121 ext. 2**

December 12, 2018

Dear Ernest Haywood, Town Supervisor:

Pursuant to Uniform Justice Court Act §2019-a, it is the duty of every justice to present his/her records and docket, at least once a year, to the auditing board of the village or town, which shall examine said records or docket, or cause same to be examined, and enter in the minutes of its proceedings the fact that they have been duly examined.

Consistent with Section 2019-a of the Uniform Justice Court Act, we hereby advise that the court's records and docket are available to be presented for such examination. We look forward to working with you to schedule such examination in an expeditious manner.

It is our understanding that OCA's Internal Audit Services (IAS) unit will be corresponding with you as well in the very near future in this regard. Subsequent to the audit or examination, please forward to the IAS unit the audit report, as well as the Board's resolution noting that the records have been duly examined, and that the fines therein collected have been turned over to the proper officials of the Town of Bergen as required by law. Such materials may be mailed to the following:

Internal Audit Services Unit
Attn: Joan Casazza
2500 Pond View, Suite LL01
Castleton-on-Hudson, NY 12033

In the alternative, such materials may be sent via email to: jcasazza@nycourts.gov

Thank you.

Very truly yours,

Hon. Joseph A. Nenni
Town Justice
Town of Bergen

Hon. Robert G. Swapceinski
Town Justice
Town of Bergen

cc: Hon. Mark Montour, Supervising Judge
Hon. Doug Marky, Special Counsel 8th Judicial District



December 4, 2018

Re: Charter Communications – Upcoming Changes

Dear Municipal Official:

Charter Communications (“Charter”), locally known as Spectrum, is making its customers aware that **effective on or after January 4, 2019**, Star India located on Spectrum Channel(s) 1550, 1552 and 1553 will cease providing programming to Spectrum. Star India is carried as a subscription service for customers.

We remain committed to providing excellent communications and entertainment services in all of the communities we serve. If you have any questions or concerns please feel free to contact me at 716-686-4446 or via email at mark.meyerhofer@charter.com.

Sincerely,

A handwritten signature in black ink that reads "Mark Meyerhofer".

Mark Meyerhofer
Director, Government Affairs
Charter Communications



1000 Bishops Gate Blvd., Suite 300
Mt. Laurel, NJ 08054

tel. 1 800 444-4554

Mason

December 10, 2018

Mr. David Mason, Zoning and code enforcement officer
Bergen Ts
10 Hunter Street, P.O.Box 249
Bergen, NY 14416

RE: Building Code Effectiveness Grading Schedule Results
Bergen Ts, Genesee County, NY

Dear Mr. Mason:

We wish to thank you for the cooperation given to our representative, Joseph Bindas, during recent our survey. We have completed our analysis of the building codes adopted by your community and the efforts put forth to properly enforce those codes. The resulting Building Code Effectiveness Grading Classification is 4 for 1 and 2 family residential property and 4 for commercial and industrial property.

Insurance Services Office, Inc. (ISO) is a licensed rate service organization that provides advisory insurance underwriting and rating information to insurers. The BCEGS Classifications are distributed by ISO for use by property/casualty insurers to assist in underwriting residential and commercial properties. There is no requirement that insurers use our advisory material. The BCEGS Classifications will apply to new construction within Bergen Ts that has been issued a Certificate of Occupancy in the year 2018 and forward.

We will email our report which provides additional information about our classification process and how we have graded various aspects of your community's building codes and their enforcement.

We want to highlight the fact that the ISO Building Code Effectiveness Grading program is an advisory insurance underwriting information tool, not a rating factor used in calculating policy premium in New York. It is not intended to analyze all aspects of a comprehensive building code enforcement program. It is not for purposes of determining compliance with any state or local law nor is it for making loss prevention or loss safety recommendations.

If you have any questions about the Classification that was developed, please let us know. Additionally, if you are planning on any future changes in your building codes or their enforcement, please advise us as these changes may affect our analysis and your community's grading Classification.

Sincerely,

Cindy Reaves

Cindy Reaves, Community Mitigation Analyst II

Email: creaves@iso.com

Phone: 800.930.1677 Ext 289

Enclosure

cc: Mr. Donald S Cunningham, Supervisor