

**Town Board Meeting
Town of Bergen
January 26th, 2021
Town Hall- 10 Hunter Street, Bergen New York
Agenda**

I. Call to Order 7:00 pm

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: Regular Meeting 1/12/2021

IV. Communications included with this agenda:

1. Mercy EMS report for December 2020
2. Triple-O Proposals for HVAC maintenance at Town Hall, Historian office, and Bergen Library and Town offices
3. Correspondence from TJA inquiring if town had any property for sale for potential solar use
4. Correspondence from Charter Communication dated 12/31/2020
5. Resolution for removal of EDU for Property 7857 Maple Ave. Tax ID 17.-1-45 as currently provided water
6. Post Insurance Tax Compliance and Continuing Disclosure Policy and Procedure
7. Letter of interest in Zoning Board of Appeals membership- Paul Cooper

VI. Board Members' items for addition to the agenda

VII. Reports:

Supervisor

Clerk

Board Members

Zoning / Code Enforcement:

Highway

Committees

-Building, Grounds, and Facilities (cemeteries)

-Parks

-Local History & Museum

-Policy and Personnel

VII. Old Business:

- Town of Bergen Water Improvement Benefit Area #1 project- Update
- Discussion on proposed building and zoning fees
- Town of Bergen's Historical Property Collections Policy

VIII. New Business:

- Approval of Triple-O proposals for HVAC maintenance at Town Hall, Historian Office and Library/Town office buildings
- Resolution to remove EDU charge for Property at 7857 Maple Ave. Tax ID 17.-1-45
- Resolution to approve. Post Insurance Tax Compliance and Continuing Disclosure Policy and Procedure
- Appointment of Paul Cooper to the Zoning Board of Appeals.

IX. Meeting and Other Upcoming Dates:

-Town Board Meeting: 2/9/2021: 6:45 pm Audit of Bills, 7:00 pm Town Board Meeting

X. Adjournment

DRAFT

JANUARY 12, 2021

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 Ernie Haywood
Councilwoman Belinda Grant
Councilwoman Anne Sapienza
Councilman Jim Starowitz
Councilman Mark Anderson

ALSO PRESENT:

Michele M. Smith, Town Clerk
Mike Johnson, Highway Superintendent
Gerry Wood, ZEO/CEO

OTHER ATTENDEES:

Dave Mason

PRAYER

PLEDGE OF ALLEGIANCE TO THE FLAG

MINUTES: *Councilwoman Sapienza made a motion to approve the minutes of the Year End Meeting on December 30, 2020 and Organizational meeting minutes of January 4, 2021; seconded by Councilman Starowitz and carried by a vote 5-0.*

COMMUNICATIONS:

Supervisor Report for December 2020
Summary Spreadsheet for December 2020
Town Clerk Report for December 2020
ZEO/CEO Report for December 2020
Communication from Charter Communications
Public Employer Health Emergency Plan for the Town of Bergen – Final Draft
Letter of Resignation from Bill Waldruff from the ZBA
Letter of Resignation from Dave Henry from the ZBA
Letter of Resignation from Pam Madziarz from ZBA

REPORTS:

SUPERVISOR: County call on Saturday offering: COVID Clinic- volunteers get a vaccination; federal stimulus didn't include Counties, Town, Cities or villages.
TOWN CLERK: Tax Collection in progress
ZEO REPORT: introduce new ZEO Gerry Wood
HIGHWAY: Nothing to Report
TOWN CLERK'S REPORTS: *Councilman Anderson made a motion to file the Town Clerk's December 2020 Report and 2020 Annual Report seconded by Councilman Starowitz and it carried by a vote 5-0.*
SUPERVISOR REPORT *Councilwoman Sapienza made a motion to file the Supervisor's December 2020 Report; seconded by Councilwoman Grant and it carried by a vote 5-0.*

COMMITTEES:

Building and Grounds: Nothing to report
Parks: Nothing to report
Local History & Museum: Historical Property Collection Policy
Policy and Personnel: Public Employer Emergency Plan

OLD BUSINESS:

Water improvement Benefit Area #1: BAN low bid .49% interest; Collecting easements; waiting on DOT & DEC approvals; EDU changes
Proposed increase to the Town of Bergen Schedule of Fees for Building and Zoning tabled
Town of Bergen Historical Property Collections Policy tabled

NEW BUSINESS:

Town's Public Employer Health Emergency Plan Councilwoman Sapienza made a motion to approve the Public Employer Health Emergency Plan; seconded by Councilman Starowitz and carried by a vote 5-0.

Resignation of three Zoning Board Members Councilwoman Sapienza made a motion to accept the resignations of Bill Waldruff, Dave Henry and Pam Madziarz from the ZBA; seconded by Councilwoman Grant and it carried by a vote 5-0.

Appointment of Alternate ZBA member to full member Councilwoman Sapienza made a motion to appoint Penne Vincent from alternate to full member to ZBA fulfill Dave Henry's position; seconded by Councilwoman Grant and it carried by vote 5-0.

Resolution to remove EDU's from WIBA#1 Councilman Anderson offered Resolution #5-2021 to make EDU changes to WIBA#1 retroactive to the formation of the Water District with 16.-1-78 removed; seconded by Councilwoman Sapienza and carried by vote 5-0.

**RESOLUTION #5-2021
WIBA #1 EDU Changes**

RESOLVED by the Town Board of the Town of Bergen that the following EDU changes will be made to the WIBA #1 Water District retroactive to the Formation of the Water District:

Tax ID	Address	Initial EDU /Rate	Proposed EDU
9.-1-34	Creamery Rd.	.5	0-agriculture exemption
16.-1-39	Clinton St. Rd.	.5	0-non buildable lot
16.-1-34	W. Bergen Rd.	.5	0- non buildable lot
16.-1-52	W. Bergen Rd.	.5	0- land locked
16.-1-53	W. Bergen Rd.	.5	0-land locked

FURTHER RESOLVED,

- a) That the Town Assessor is directed to record the EDU changes; and
- b) That the Town Engineer and Town Attorney are directed to amend the District Documents as necessary; and
- c) That the Town Supervisor is authorized to sign District documents as necessary.

BILLS: The bills were presented for audit and totaled General A Fund \$93,592.97; General B Fund \$8,062.78; Highway DA \$28,826.76; Highway DB \$33,718.95; HH (Water District) \$13,800.80; Fire District \$99,652.15. Councilwoman Sapienza made a motion to pay the January bills; seconded by Councilman Starowitz and it carried by a vote 5-0.

REGULAR MEETING – Tuesday, January 26, 2021 at 7:00 pm in the Courtroom

ADJOURNMENT was at 7:38 pm on a motion by Councilwoman Grant; seconded by Councilman Starowitz and carried by a vote 5-0.

Respectfully submitted

Michele M. Smith

Michele M. Smith,
Town Clerk

Genesee County 911
Response Times Report

GEN BERGEN FIRE

Report Date Range from: 12/1/2020 to 12/31/2020

Mercy Flight EMS

Report includes Emergent First On Scene Responses.

Response Time Minutes	Call Count	Cumulative Call Count	Percentage of Total Calls	Cumulative Percentage
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Response Zone: GEN BERG 17

09:00 - 09:59	1	1	16.67%	16.67%
15:00 - 15:59	2	3	33.33%	50.00%
16:00 - 16:59	1	4	16.67%	66.67%
18:00 - 18:59	1	5	16.67%	83.33%
22:00 - 22:59	1	6	16.67%	100.00%
Total Calls:	6	6	100%	

Response Zone: GEN BERG 22

18:00 - 18:59	1	1	25.00%	25.00%
20:00 - 20:59	1	2	25.00%	50.00%
22:00 - 22:59	1	3	25.00%	75.00%
25:00 - 25:59	1	4	25.00%	100.00%
Total Calls:	4	4	100%	

Call Source Total Calls: 10



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 **01-01-21** through **12-31-23** (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 Hall**. 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 Town Hall** is to be 2 times per year. done

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 (4)	<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: 11-01-11

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 of 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 **01-01-21** through **12-31-23** (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.

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 Historian's Office** is to be 2 times per year.
done

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.

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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.

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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 (1)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	(1) 16x20x1
<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: 6-24-14

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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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 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 **1-1-21** through **12-31-23** (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.

BY _____
Luke Giannone, President

CUSTOMER

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 **2** times per year.
done

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.

- | | | |
|---|-------------------------------------|-------------------------------------|
| <input checked="" type="checkbox"/> Parts & Components | Billed Extra | |
| | Yes | No |
| <input checked="" type="checkbox"/> Filter changes per year (2) | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| <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
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.



150 John Vertente Blvd. | New Bedford, MA 02745
| O: 508-995-0192 | M. 508-328-7877 | F. 508-207-1147 |

Dear Town Supervisor:

TJA Clean Energy is a Clean Energy Developer who is looking to lease land for the purpose of building a ground mounted Solar System (Solar Farm). We have found that many towns have spare parcels of land that are not being used.

- 25 Year Lease - Your yearly rent can range up to **\$30,000** depending on how many Mega Watts we could install. We are looking to produce a maximum of 5 MWac, which is dictated by New York State Public Service Commission. We are ideally looking to lease 25 to 30 acres of a buildable parcel. The land would remain entirely yours.
- The actual yearly rent is \$6,000 / MWac that we are able to fit on your buildable land after all wetlands & setbacks per bylaws are deducted. Again, 5MW's of production would pay out \$30,000 yearly (\$6,000 x 5).
- The Town, County and School would realize additional tax revenue from the project via a PILOT.
- If you would rather sell your land, please call us to discuss purchasing your land.
- TJA Clean Energy does all of the work & pays for all expenses. **This does not cost you a single dollar** and you receive a \$2,000 payment when you sign the Lease Option Agreement which allows TJA Clean Energy to start performing screening engineering on your land without disturbing anything at all. You will then get \$1,000 every 6 months until the Solar Farm is built.

Thank you so much for taking the time to read this letter and we hope you get in touch with us to discuss any questions you may have. Feel free to call or email the contacts below.

Dan Frateschi
Business Development Manager
(315) 884-8737
dfrateschi@tja.energy

Michael Frateschi
Project Development Engineer
(315) 558-2344
mfrateschi@tja.energy



Mark Meyerhofer
Senior Director
Government Affairs

December 31, 2020

Re: Charter Communications – Upcoming Changes

Dear Municipal Official:

This letter will serve as notice that on or around February 2, 2021, Spectrum Northeast, LLC, (“Spectrum”), will launch Discovery Life HD on Spectrum TV Essentials, Standard HD Tier and SPP Tier 1 HD on channel 180 in all channel lineups as well as channels 18, 26, 31, 40, 45, 56, 58, 59, 63, 68 or 70 serving your community.

On or around February 2, 2021, Spectrum Northeast, LLC, (“Spectrum”), will launch Discovery en Espanol HD on SPP Latino View HD and Hispanic HD Tier on channel 930 in the channel lineup serving your community.

On or around February 2, 2021, Spectrum Northeast, LLC, (“Spectrum”), will launch Discovery Familia HD on SPP Latino View, on channel 924 in the channel lineup serving your community.

To view a current Spectrum channel lineup visit www.spectrum.com/channels.

If you have any questions, 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". The signature is written in a cursive, flowing style.

Mark Meyerhofer
Senior Director, Government Affairs
Charter Communications

Adoption of WIBA #1 EDU Changes

Town Board Meeting, 1/26/2021

RESOLVED by the Town Board of the Town of Bergen that the following EDU change will be made to the WIBA #1 Water District retroactive to the Formation of the Water District:

Tax ID	Address	Initial EDU /Rate	Proposed EDU
17.-1-45	7857 Maple Ave	1.	0-Property has public water Service from different district

FURTHER RESOLVED,

- a) That the Town Assessor is directed to record the EDU change; and
- b) That the Town Engineer and Town Attorney are directed to amend the District Documents as necessary; and
- c) That the Town Supervisor is authorized to sign District documents as necessary.

**Post-Issuance Tax Compliance and Continuing Disclosure
Policies and Procedures
For Tax-Exempt Notes & Bonds**

The purpose of these Post-Issuance Tax Compliance and Continuing Disclosure Policies and Procedures is to establish policies and procedures in connection with tax-exempt notes and bonds, or installment purchase agreements, or other tax-exempt or tax-advantaged debt obligations (referred to herein in each case as the "Bonds") issued by, or on behalf of, the TOWN OF BERGEN (the "Issuer") so as to maximize the likelihood that certain applicable post-issuance requirements of federal income tax law needed to preserve the tax-exempt status of the Bonds are met and so as to likewise maximize the likelihood that certain applicable post-issuance requirements of the federal securities laws Rule, hereinafter defined, are met. The Issuer reserves the right to use its discretion as necessary and appropriate to make exceptions or request additional provisions as circumstances warrant, and as permitted by applicable law. The Issuer also reserves the right to change these policies and procedures from time to time. The Issuer shall review and reconfirm and re-adopt these policies and procedures not less frequently than annually at the same time it adopts or re-adopts its other ongoing policies and procedures.

Post-Issuance Tax Compliance Requirements

External Advisors/Documentation

The Issuer shall consult with bond counsel and other legal counsel and with its financial advisor and other advisors, as needed, throughout the Bond issuance process to identify requirements and to establish procedures necessary or appropriate so that the Bonds will continue to qualify for tax-exempt status. Those requirements and procedures shall be documented in the tax arbitrage certificate (the "Arbitrage Certificate") and/or other documents finalized at or before issuance of the Bonds. Those requirements and procedures shall include future compliance with applicable arbitrage rebate or yield restriction requirements and all other applicable post-issuance requirements of federal tax law throughout (and in some cases beyond) the term of the Bonds.

When authorized or required in the Arbitrage Certificate, the Issuer shall engage expert advisors, which may include the financial advisor to the Issuer (each a "Rebate Service Provider"), to assist in the determination of whether yield restriction is required or in the calculation of arbitrage rebate payable in respect of the investment of Bond proceeds, unless the Arbitrage Certificate documents that arbitrage rebate or yield restriction will not be applicable to an issue of Bonds. When authorized or required by the Arbitrage Certificate, the Issuer shall engage bond counsel for consultation to assist the Issuer in meeting its obligations in the Arbitrage Certificate.

- maintaining records identifying the assets or portion of assets that are financed or refinanced with proceeds of each issue of Bonds, including a final allocation of Bond proceeds as described below under “Record Keeping Requirements”;
- consulting with bond counsel and other legal counsel and with the financial advisor or other advisors in the review of any contracts or arrangements involving the transfer, or sale, or lease or other use of all or any portion of Bond-financed or refinanced assets to ensure compliance with all covenants and restrictions set forth in the Arbitrage Certificate relating to the Bonds;
- maintaining records for any contracts or arrangements involving the use of Bond-financed or refinanced assets as described below under “Record Keeping Requirements”;
- conferring at least annually with personnel responsible for Bond-financed or refinanced assets to identify and discuss any existing or planned use of Bond-financed or refinanced assets, to ensure that those uses are consistent with all covenants and restrictions set forth in the Arbitrage Certificate relating to the Bonds; and
- to the extent that the Issuer discovers that any applicable tax restrictions regarding use of Bond proceeds and Bond-financed or refinanced assets will or may be violated, consulting promptly with bond counsel and other legal counsel and with the financial advisor or other advisors to determine a course of action to remediate all nonqualified bonds, if such counsel or advisor advises that a remedial action is necessary.

All relevant records and contracts shall be maintained as described below.

Due Diligence Monitoring Compliance

The board of the Issuer will identify in writing the appropriate business official(s) or other individual(s) or employee(s) of the Issuer responsible for conducting due diligence review of all outstanding Bonds at regular intervals and will provide a written description of the training provided, or to be provided, to such responsible individual(s) with regard to monitoring compliance and the Issuer shall maintain a record of such training, including the date(s) of attendance and a general description of the training received. The Issuer will assure adequate maintenance of training of the responsible official/employee and will establish such monitoring procedures, with timely reporting to the chief fiscal officer and/or to the Finance Board of the Issuer, reasonably expected to timely identify tax law noncompliance and procedures ensuring that the Issuer will take steps to timely correct any and all discovered noncompliance with the tax law. If the Issuer engages in an

statements and copies of all investment bidding documents, if any;

- a copy of expenditure reimbursements incurred for expenditures paid prior to issuing the Bonds; and
- a copy of audited financial statements.

Post-Issuance Continuing Disclosure

Under the provisions of SEC Rule 15c2-12 (the "Rule"), Participating Underwriters (as defined in the Rule) are required to determine that each borrower (such as the Issuer) has entered into a written Continuing Disclosure Agreement to make ongoing disclosure in connection with each debt offering subject to the Rule. Unless the Issuer is exempt from compliance with the Rule or the continuing disclosure provisions of the Rule as a result of certain permitted exemptions, the transcript of closing documentation for each issue of related Bonds will include a Continuing Disclosure Agreement executed by the Issuer ("Continuing Disclosure Agreement").

In addition to the responsibilities of the Issuer set forth in each Continuing Disclosure Agreement, in order to monitor compliance by the Issuer with its Continuing Disclosure Agreements, the appropriate business official(s) or other individual(s) or employee(s) of the Issuer, as designated in writing by the board of the Issuer, will:

- A. Assist in the preparation or review of annual reports of financial information and operating data ("Annual Reports") in the form required by the related Continuing Disclosure Agreements.
- B. Maintain a calendar, with appropriate reminder notifications, listing the filing due dates relating to dissemination of Annual Reports, which annual due date is generally expressed as a date within a certain number of days (e.g., 180 days) following the end of the Issuer's fiscal year (the "Annual Report Due Date"), as provided in the related Continuing Disclosure Agreements.
- C. Ensure timely dissemination of the Annual Report by the Annual Report Due Date, in the format and manner provided in the related Continuing Disclosure Agreements, which may include transmitting such filing to the Municipal Securities Rulemaking Board ("MSRB") through the Electronic Municipal Market Access ("EMMA") System at www.emma.msrb.org in the format prescribed by the MSRB.
- D. Monitor the occurrence of any event notice (as described in the Continuing Disclosure Agreements) and timely file notice of the occurrence

I am interested in one of the open positions on the Zoning Board of Appeals.

I am a lifelong resident of Bergen and have raised two children (now 19 and 21) in Bergen. My wife, Carrie and I now live on Swamp Road, just west of Pocock Road. I previously lived in the village for about 40 years during which time I served our community as the Chairman of the Village Zoning Board as well as being a Village Trustee for an additional 12 years.

I believe my love for this community along with my experience in local government would make me an ideal fit for this position.

I look forward to speaking with you to discuss opportunities on this Board.

Paul Cooper
7209 Swamp Rd
Bergen, NY 14416
585-704-2283
pec576@yahoo.com

RECEIVED

JAN 20 2021

TOWN OF BERGEN