

Item A,
1-6



30 Perinton Hills Mall | Fairport, NY 14450
585 421-4400 | 585 421-4450 fax
www.ebsrmsco.com

March 3, 2014

Mr. David Rahrle
Comptroller
TOWN OF LYSANDER
8220 Loop Road
Baldwinsville, New York 13027

Re: Summary of Material Modification and Amendment to the Plan Document for the
Town of Lysander Health Reimbursement Account

Dear Dave:

Attached is the Summary of Material Modification (SMM) adopting the change(s) to comply with ACA (Affordable Care Act) Plan Year beginning after December 31, 2013. Place the SMM with your Summary Plan Description in your Administrator's Guidebook.

We recommend the Summary of Material Modification be distributed to your eligible employees.

Also attached is the Amendment to the Plan Document adopting the change(s) to comply with ACA for the Plan Year beginning after December 31, 2013. Please sign and place the amendment with your Plan Document in your Administrator's Guidebook.

If you have any questions, call me at (585) 421-4411.

Sincerely,

EBS-RMSCO, INC.

Michelle M. Dalle
Benefit Plan Compliance Administrator

**SUMMARY OF MATERIAL MODIFICATION
TO THE
TOWN OF LYSANDER
HEALTH REIMBURSEMENT ACCOUNT
SUMMARY PLAN DESCRIPTION**

This Summary of Material Modification describes changes to the Summary Plan Description for the Town of Lysander Health Reimbursement Account (the "Plan"). These changes are required in order for the HRA to continue in compliance with the health care reform law (the "Affordable Care Act"). All of these changes are effective as of the Plan Year beginning on January 1, 2014, and do not affect the terms, provisions and operation of the Plan in effect during any prior Plan Year. After reading this Summary of Material Modification, you should attach it to your copy of the Summary Plan Description.

Summary of Material Modifications

Conditions for Participation and Crediting of Accounts

No employee who was not already a participant in the HRA on December 31, 2013 can participate in the Plan unless he: (i) is enrolled in other group health plan coverage sponsored by the employer which meets certain requirements under the Affordable Care Act ("ACA"); and (ii) he satisfies the Plan's other eligibility requirements for participation.

No amount will be credited to a participant's account (whether or not he was not already a participant in the HRA on December 31, 2013 unless he is enrolled in the employer sponsored ACA complaint coverage at the time it is credited.

Participation Date

An employee will not be eligible to participate in the Plan unless he: (i) works at least 32-1/2 hours per week for the employer (the "hours requirement"); and (ii) satisfies the Plan's other substantive eligibility requirements (including the requirements described above). A substantive eligibility requirement is a requirement that is not based solely on the lapse of a time period (e.g., length of employment) or some other requirement that has the same effect. An employee may commence participation on the date he satisfies all applicable requirements. **However, the following rules apply when an employee's work schedule is such that it is not certain whether he will be reasonably expected to satisfy the hours requirement.**

- If he is a newly hired employee and he works an average of at least 32-1/2 hours per week during the 12 consecutive month period commencing on the first day of the month coinciding with or immediately following his date of hire (his "initial measurement period"), he can participate in the Plan during the 12 consecutive months beginning with the second month following his initial measurement period (if he continues to satisfy the Plan's other substantive eligibility requirements).

- Whether or not he is a newly hired employee, if he works an average of at least 32-1/2 hours per week for the employer during the 12 consecutive months beginning on the first day of any November (the "standard measurement period"); he can participate in the Plan during the 12 consecutive month period beginning on the first day of the Plan Year following that standard measurement period (if he continues to satisfy the Plan's other substantive eligibility requirements).
- If his employment changes during his initial measurement period or a standard measurement period such that, thereafter, he is reasonably expected to satisfy the hours requirement, he can participate in the Plan on the first day of the month following the change (and until he no longer satisfies the Plan's substantive eligibility requirements).
- An employee will not be considered a newly hired employee once he has been an employee for a full standard measurement period, unless he: (i) stops providing services to the employer for a period of at least 26 consecutive weeks; and (ii) later starts providing services for the employer again (in which case he will be considered a newly hired employee when he starts providing services again).
- All hours for which an employee is paid are considered hours worked. If an employee is on an unpaid leave during a measurement period on account of jury duty or an unpaid leave subject to the Family and Medical Leave Act of 1993 (FMLA) or the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), the period of unpaid leave will be excluded when determining whether he averaged the required number of hours during that measurement period.

The employer will notify an employee before, or as soon as administratively practical after, the employee satisfies the requirements for eligibility.

Participation Waivers

Any person eligible to participate in the Plan may permanently waive participation (and future HRA payments and reimbursements) by completing and filing with the employer a waiver form provided by the employer or Committee before the beginning of the first Plan Year to which the waiver is to apply.

COBRA Continuation Coverage Elections

For purposes of COBRA, this HRA and the employer sponsored non-HRA group health plan coverage described above (see Conditions for Participation and Crediting of Accounts) shall constitute a single health care plan. Therefore, a COBRA continuation coverage election by a participant, spouse or dependent shall be an election to receive COBRA continuation coverage under both this HRA and the employer sponsored non-HRA group health plan.

**AMENDMENT
TO THE
TOWN OF LYSANDER
HEALTH REIMBURSEMENT ACCOUNT**

Town of Lysander Health Reimbursement Account is amended, as set forth below. This Amendment shall be effective as of the first day of the Plan Year beginning on January 1, 2014, and shall not affect the terms, provisions and operation of the Plan in effect during any prior Plan Year.

1. No Employee who was not already a Participant in the HRA on the last day of the Plan Year beginning on or immediately after January 1, 2013 may participate in the HRA unless he:
 - (a) satisfies the eligibility requirements for participation; and
 - (b) is enrolled in non-HRA group health plan coverage sponsored by the Employer which: (i) complies with the annual benefit limit prohibition under Public Health Service Act §2711; (ii) provides preventive services without any cost-sharing requirements in accordance with Public Health Service Act §2713; (iii) provides benefits other than excepted benefits described in Treas. Reg. Section 54.9831-1; and (iv) if HRA covered benefits are not limited to premiums, co-payments, coinsurance or deductible amounts under that non-HRA group health plan coverage (and/or benefits that are not essential health benefits under Section 1302(b) of the Patient Protection and Affordable Care Act), provides minimum value pursuant to Internal Revenue Code §36B(c)(2)(C)(ii).

2. No amount shall be credited to a Participant's Account (whether or not he was already a Participant in the Plan on the last day of the Plan Year beginning on or immediately after January 1, 2013) unless he is enrolled in the non-HRA group health plan coverage described in Section 1 of this Amendment at the time it is credited.

3. For purposes of COBRA, the HRA and the Employer sponsored non-HRA group health plan coverage described in Section 1 of this Amendment shall constitute a single health care plan. Therefore, if a Participant, Spouse or Dependent is covered under both the Employer sponsored non-HRA group health plan and the HRA, then a COBRA continuation coverage election by the Participant, Spouse or Dependent shall be an election to receive COBRA continuation coverage under both the HRA and the Employer sponsored non-HRA group health plan.

4. Any person eligible to participate in the Plan may permanently waive participation in the Plan (and future HRA payments and reimbursements) by completing and filing with the Employer a waiver form provided by the Employer or Committee before the beginning of the first Plan Year to which the waiver is to apply.

5. The above Sections of this Amendment are intended to comply, and shall be interpreted in a manner consistent, with U.S. Department of Labor Technical Release 2013-03 and Internal Revenue Service Notice 2013-54, and any subsequent Department of Labor or Internal Revenue Service regulations or other guidance relating to health reimbursement arrangement "integration" requirements.
6. An Employee shall not be eligible to participate in the Plan unless he: (i) works at least 32-1/2 hours per week for the Employer (the "hours requirement"); and (ii) satisfies the Plan's other substantive eligibility requirements (including the requirements described in Section 1 of this Amendment). An Employee may commence participation on the date he satisfies all applicable requirements. For purposes of this Section, a substantive eligibility requirement is a requirement that is not based solely on the lapse of a time period (e.g., length of employment) or other requirement that has the same effect. **However, the following rules apply to an Employee whose work schedule is such that it is not certain whether he will be reasonably expected to satisfy the hours requirement but who satisfies the Plan's other substantive eligibility requirements.**
- (a) If he is a newly hired Employee and he works an average of at least 32-1/2 hours per week for the Employer during the twelve (12) consecutive month period commencing on the first day of the month coinciding with or immediately following his date of hire (his "initial measurement period"), he can participate in the Plan during the twelve (12) consecutive months beginning with the second month following his initial measurement period (if he continues to satisfy the Plan's other substantive eligibility requirements).
 - (b) Whether or not he is a newly hired Employee, if he works an average of at least 32-1/2 hours per week for the Employer during the twelve (12) consecutive months beginning on the first day of any November (the "standard measurement period"), he can participate in the Plan during the twelve (12) consecutive month period beginning on the first day of the Plan Year following that standard measurement period (if he continues to satisfy the Plan's other substantive eligibility requirements).
 - (c) If his employment changes during his initial measurement period or a standard measurement period such that, thereafter, he is reasonably expected to satisfy the hours requirement, he can participate in the Plan on the first day of the month following the change (and until he no longer satisfies the Plan's substantive eligibility requirements).
 - (d) An Employee shall not be considered a newly hired Employee once he has been an Employee for a full standard measurement period, unless he: (i) stops providing services to the Employer for a period of at least 26 consecutive weeks; and (ii) later starts providing services for the Employer again (in which case he will be considered a newly hired Employee when he starts providing services for the Employer again).

- (e) All hours for which an Employee is paid are considered hours worked. If an Employee is on an unpaid leave during a measurement period on account of jury duty or an unpaid leave subject to the Family and Medical Leave Act of 1993 (FMLA) or the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), the period of unpaid leave shall be excluded when determining whether he averaged the required number of hours during that measurement period.
- (f) The Employer shall notify an Employee before, or as soon as administratively practical after, the Employee satisfies the requirements for eligibility.
- (g) This Section is intended to comply, and shall be interpreted in a manner consistent, with proposed Treasury Regulations to implement the 90-day maximum waiting period limitation under Section 2708 of the Public Health Service Act (published at 78 Fed. Reg. 17313) and any subsequent Department of Treasury regulations or other guidance relating to the 90-day maximum waiting period limitation.

All terms in this Amendment (whether or not capitalized) shall be interpreted in a manner consistent with the manner such terms in other Plan provisions are interpreted (whether or not capitalized). Except as amended by this document, all terms and provisions of the Plan shall remain in full force and effect.

IN WITNESS WHEREOF, the Employer has caused this Amendment to be executed this _____ day of _____, 20 ____.

Town of Lysander

By: _____

Name: _____

Title: _____

**Town of Lysander
Health Reimbursement Account**

March 18, 2014

Allen J. Yager, P.E.
Town of Lysander Engineer
8220 Loop Road
Baldwinsville, New York 13027

Re: 2014 Post-Closure Monitoring & Analytical Proposal
Closed Town of Lysander Landfill

File: 708.2956

Dear Mr. Yager:

In response to your request, we have prepared the following proposal for landfill monitoring and analytical services for the 2014 Second Quarter post-closure monitoring event at the closed Town of Lysander Landfill. The required monitoring activities will be performed as outlined in the post-closure monitoring and maintenance plan for the closed landfill.

Barton & Loguidice, D.P.C. (B&L) will provide a one-person sampling crew to assist you with the 2014 Second Quarter Routine monitoring event. We will plan to utilize the analytical services of ALS Environmental (ALS) located in Rochester, New York. Our services will include the following:

- Sample preparation (bottle order, field sheet documentation preparation, instrument calibration).
- Travel time to and from Site (we anticipate to utilize staff from our Rochester office to expedite delivery of samples to ALS).
- 8-hours of on-site sampling assistance.
- All necessary sampling equipment.
- All necessary field analytical instrumentation (pH, temperature, turbidity, Eh, and specific conductance).
- Laboratory oversight.
- Submittal of analytical report along with appropriate sampling documentation (field data sheets, instrument calibration logs and landfill inspection) within 30 days of sampling event.

Not included in this proposal are any additional costs or services associated with special sampling or testing that may be requested by the Town or by NYSDEC. Although not expected, if any additional services were found to be necessary, we would prepare a supplemental cost estimate for your review and authorization. Again, we do not anticipate the need for any additional services.





Allen J. Yager, P.E.
Town of Lysander Engineer
March 18, 2014
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The proposed costs below will not be exceeded for the scope of services outlined above. Invoices will be prepared on a percent complete lump sum basis for this project. Our total costs to perform these services are:

| | |
|----------------------------------|----------------|
| B&L Landfill Monitoring Services | \$1,500 |
| ALS Analytical Services | <u>\$2,200</u> |
| Total Lump Sum Fee | \$3,700 |

If this proposal is acceptable, please authorize below and return one copy of this letter agreement to us. This will serve as our notice to proceed with the 2014 post-closure monitoring at the closed Town of Lysander Landfill. Upon receipt of the notice to proceed we will coordinate with you a specific date in the April-June timeframe to perform the post-closure monitoring.

Please contact Darik Jordan or me if you have any questions about this proposal or the upcoming 2014 post-closure monitoring program. As always, it is a pleasure to assist the Town of Lysander with professional engineering and environmental consulting services.

Very truly yours,

BARTON & LOGUIDICE, D.P.C.

Scott D. Nostrand, P.E.
Senior Vice President

Darik M. Jordan
Senior Project Environmental Scientist

SDN/DMJ/akg

Authorization to Proceed

Barton & Loguidice, P.C., is hereby authorized by the Town of Lysander to proceed with the services described herein in accordance with the Terms and Conditions proposed herein.

John Salisbury, Town Supervisor

Date

9/23/13

APPROVAL OF LOCAL LAW NO. 4 OF 2013
IMPOSE TEMPORARY MORATORIUM ON ZONE CHANGES
AR-40 ZONING DISTRICT

RES. #197/2013 Motion by Reeves, Second by Levy

A LOCAL LAW AMENDING THE ZONING LAW OF THE TOWN OF LYSANDER, NEW YORK,
TO IMPOSE A TEMPORARY MORATORIUM ON ZONE CHANGES IN THE AR-40 ZONING
DISTRICT.

WHEREAS, traffic, drainage and agricultural land protection concerns in the AR-40 zoning district and particularly on the Cold Springs Peninsula have been raised; and

WHEREAS, the Town Board proposes to consider possible changes to the Zoning Law and the Comprehensive Plan for the Town of Lysander in respect of the AR-40 zoning district; and

WHEREAS, the Town Board of the Town of Lysander believes it is in the public interest to temporarily halt zone changes for property in the AR-40 zoning districts in the Town of Lysander while the Town Board considers new legislation and changes to plans for the AR-40 zones in the Town;

NOW, THEREFORE,

BE IT ENACTED by the Town Board of the Town of Lysander as follows:

Section 1. The Zoning Law of the Town, of Lysander is amended to add a new Section as follows:

139-148 TEMPORARY MORATORIUM ON ZONE CHANGES FOR PROPERTY IN THE AR-40 DISTRICT

(1) From the effective date of this amendment until March 31, 2014, no zone change applications shall be considered, and no zone changes shall be granted for properties in the Agricultural-Residential AR-40 zoning districts in the Town of Lysander pending a study of changes in zoning regulations and planning documents relating to the AR-40 zoning districts. The Town Board may extend the moratorium in three (3) month intervals for not more than a total of an additional six (6) months by adopting a resolution before the expiration of the moratorium or extended expiration which includes a finding that additional time is necessary to complete the study or adopt changes.

(2) Upon a written application, and after a public hearing held upon (ten) 10 days advance notice by publication in the official newspaper of the Town of Lysander, and upon evidence to be submitted by the applicant of severe economic hardship, the Town Board of the Town of Lysander may grant a temporary or permanent variance, with or without conditions, from the provisions of subsection (1) above. This subsection, in granting variance authority to the Town Board of the Town of Lysander for the purpose of this section of the Zoning Law of the Town of Lysander, New York only, shall supersede the provisions of Sections 267,267-a and 267-b of the Town Law, otherwise known as Chapter 62 of the Consolidated Laws of New York, and shall also supersede the provisions of §139-63 and §139-64 of the Zoning Law of the Town of Lysander adopted October 16, 1995 as Local Law No. 2 of 1995.

Section 2. This local law shall take effect upon filing with State.

VOTE:

Supervisor Salisbury Aye Councilor Levy Aye Councilor Shimer Aye
Councilor Reeves Aye Councilor Johnson Aye

All Ayes, Motion Carried and Adopted

RECOGNITION OF CITIZENS

HIGHWAY DEPARTMENT
PURCHASE OF HIGHWAY TRUCK

Gene Dinsmore, Highland Drive and Town of Lysander Highway Superintendent, expressed his appreciation to the Board for buying a highway truck tonight and his concerns that the truck was not the one he

A RESOLUTION AUTHORIZING THE ISSUANCE
AND SALE OF SERIAL BONDS FOR THE PURCHASE
OF ONE (1) 2014 INTERNATIONAL TRUCK MODEL 7500 SFA 4X2

WHEREAS, this Board, by resolution, has authorized the purchase of one (1) new 2014 International Truck Model 7500 SFA 4x2; and

WHEREAS, the purchase of said truck shall be from Navistar, Inc.;

NOW, THEREFORE,

BE IT RESOLVED by the Town Board of the Town of Lysander (the "Town"), Onondaga County, New York, as follows:

Section 1. For the object or purpose of purchasing said new item, and to provide funds to defray the cost thereof, ONE HUNDRED THIRTY THOUSAND DOLLARS (\$130,000.00) of the General Obligation Serial Bonds of the Town, shall be issued pursuant to the provisions of New York Local Finance Law.

Section 2. ONE HUNDRED SEVENTY-SIX THOUSAND SIX HUNDRED NINETY-FIVE DOLLARS (\$176,695.00) is estimated as the maximum cost of said new Item.

Section 3. The plan or the financing of the purchase of said new Item consists of the issuance of General Obligation Serial Bonds of the Town in the principal sum of ONE HUNDRED THIRTY THOUSAND DOLLARS (\$130,000.00), to be issued pursuant to Local Finance Law.

Section 4. It is hereby determined that the period of probable usefulness of the aforesaid object or purpose is fifteen (15) years, pursuant to subdivision 28 of paragraph a of section 11.00 of Local Finance Law. It is further determined that the maximum maturity of the Serial Bonds herein authorized will not exceed fifteen (15) years.

Section 5. The faith and credit of said Town are hereby irrevocably pledged to the payment of the principal of and interest on such bonds as the same, respectively, become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. There shall annually be levied on all the taxable real property in said Town a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 6. Subject to the provisions of Local Finance Law, the power to authorize the issuance of and to sell Bond Anticipation Notes in anticipation of the issuance and sale of the Serial Bonds herein authorized, including renewals of such notes, is hereby delegated to the Town Supervisor. Such notes shall be of such terms, form and contents, and shall be sold in such manner as may be prescribed by said Supervisor, consistent with the provisions of Local Finance Law.

Section 7. The validity of such bonds may be contested only if:

a. Such bonds are authorized for an object or purpose for which said Town is not authorized to expend money, or

b. The provisions of law, which should be complied with at the date of publication of this resolution, are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of publication, or

c. Such bonds are authorized in violation of the provisions of the Constitution.

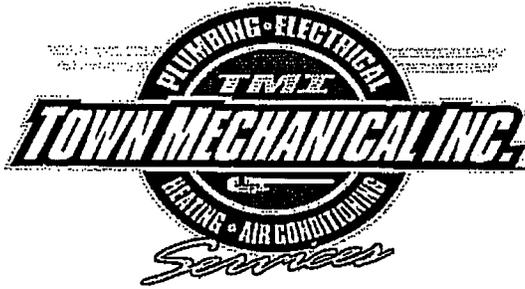
Section 8. This resolution shall take effect immediately.

WHEREFORE, the foregoing Resolution was put to a vote of the members of the Town of Lysander Town Board this ____ day of March, 2014, the result of which vote was as follows:

| <u>BOARD MEMBER</u> | <u>VOTE</u> |
|-------------------------------|-------------|
| ROBERT GERARCI | _____ |
| MELINDA J. SHIMER | _____ |
| ANDREW O. REEVES | _____ |
| ROMAN DIAMOND | _____ |
| JOHN A. SALISBURY, SUPERVISOR | _____ |

Dated: March __, 2014

LISA DELL, Town Clerk



AROUND TOWN PLUMBING & HEATING

7786 Vicki Lane Baldwinsville, NY 13027

Phone: 315-635-5515 Fax: 315-638-2224

BID PROPOSAL

Date: 3/18/2014

To: Town of Lysander
8220 Loop Road
Baldwinsville, NY 13027-2588

Phone: (315) 857-0291
Fax: (315) 635-1515
Email: engineer@townoflysander.org

Attn: Allen Yager

Re: Town Office Server Room.

SCOPE OF WORK:

1. Furnish and install one 9K Ductless split system for small server room.
2. (1) Daikin FTXN09KEVJU Indoor unit.
3. (1) Daikin RKN09KEVJU Outdoor unit.
4. Low ambient kit.
5. (1) Condensate pump & Tubing back to janitor closet.
6. (1) Condenser wall mount bracket.
7. Refrigeration piping & Power wiring.
8. Startup and test operation.

Exclusions: Anything not listed above. Taxes.

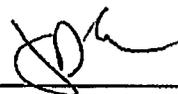
Alternates: None.

Notes: All work is to be performed M-F 8:00 AM to 4:30 PM. Prevailing wage included.

QUOTED PRICE FOR ABOVE WORK: \$4,740.00 USD, PLUS TAX EXEMPT FORM OR APPLICABLE NY SALES TAX WILL BE CHARGED.

PAYMENT DUE IN FULL: NET 30 DAYS

Page 1 of 2 CUSTOMER'S Initials: X _____

TMI Initials: X  _____

CONDITIONS: This Quote may be withdrawn if not accepted and returned within 30 Days. All Parts and workmanship are guaranteed to be supplied and performed as specified; while the Parts carry the Manufacturer's standard Warranty, and Town Mechanical's (TMI's) Work is warranted for a period of one year from the date of completion. Excluded from TMI's Warranty are: Acts Of God and Labor, Parts, and Equipment Supplied or Installed By Customer or Others. Any required or customer requested deviation from the above SCOPE OF WORK involving extra costs shall become additional charges to customer-over and above the within Quoted Price. TMI's performance and completion of work is contingent upon delays that are caused by customer or are otherwise beyond TMI's control. Customer pledges to timely pay the above quoted price plus adders for requested/required additional work-as agreed; without offset, retainage or holdback and customer hereby acknowledges that a Finance Charge of 1.5% Monthly (18% Annually) shall accrue on all past due obligations, and that if TMI is forced to employ an Attorney to collect payment, the Customer agrees to fully reimburse TMI for all collection costs including Attorney's fees, Court Costs and accrued Finance Charges.

CUSTOMER ACCEPTANCE OF QUOTE: The within scope of work, quoted price, payment terms, and conditions are hereby acknowledged as acceptable, and customer hereby directs TMI to perform the work as quoted.

Authorized Customer Signature: X _____

Dated: _____ (Print Name): _____

Respectfully Submitted,
TOWN MECHANICAL INC.

By: *John Ecke*
John Ecke
jecke@townmechanical.com
Cell: (315) 952-6842

Dated: 3/18/2014