

AGENDA

PUBLIC WORKS COMMITTEE

June 8th, 2016

Members: Miller, Kolczynski, Spickerman, Verno and Baldrige

8:00 a.m. **Approve Minutes from Previous Meeting**

8:00 a.m. **Weights and Measures, Rich Molisani**

MONTHLY REPORT [rptMonthlyInspectionReport.pdf](#)

ACTIVITY PLAN [W&M Monthly planner.xlsx](#)

8:15 a.m. **Public Works, Kevin Rooney & Scott Kolczynski**

TRANSMITTALS:

- Authorization to sign agreement with SWBR Architects [PW06 RES7- Auth to Contract with SWBR for Public Defender final design-rev1.doc](#)
- Authorization to declare vehicle surplus [PW06 RES1 - Auth to Declare Vehicle Surplus in the Public Works Department.doc](#)
- Authorization to sign license agreement with Williamson School District [PW06 RES2 - Captain & Sailors 5K Race 2016.doc](#)
- Authorization to establish project account [PW06 RES5- Auth to Establish Project Account for Parking Lot Improvements.doc](#)
- Authorization to sign agreement with NYS DOT for shared services [PW06 RES6 Agreement with NYSDOT shared service .doc](#)
- Authorization to advertise for fuel island operating system [PW06 RES4 Advertise for fuel island system software.doc](#)
- Authorization to remove property from public auction [PW06 RES8 retain property for county use.doc](#)
- Authorization to abolish and create positions [PW06 RES3 abolish position and create new position.doc](#)

DISCUSSION:

- Macedon Snow & Ice Contract

MONTHLY ACTIVITIES REPORT [PW May 2016 report.doc](#)

9:00 a.m. **County Attorney, Dan Connors**

TRANSMITTAL:

- Authorizing terms and conditions of sale of County property [TermsandConditions24&30ChurchStreet.doc](#)

DISCUSSION:

- TRANE contract

9:25 a.m. **Soil and Water, Lindsey Gerstenslager**

Program Update



**WAYNE COUNTY
DEPARTMENT OF
WEIGHTS MEASURES - CONSUMER AFFAIRS
PUBLIC WORKS COMMITTEE MONTHLY REPORT**

P. O. Box 369
Lyons, New York 14489
Telephone: (315) 946-5620

May 2016

Richard Molisani, Jr.
Director

Monthly Device Inspection Test Results

Device Type	Total Devices	Results of Initial Tests						Total Rerechecks	Incorrect Visual Inspection	No. Devices Not Tested
		Total Initial	Test Correct		Test Incorrect					
			Correct	%	Plus	Minus	Other			
Computing Scale	3	2	2	100%	0	0	0	1	0	0
Pre-Pack Scale	1	0	0	0%	0	0	0	1	0	0
Customer Scale										
Vehicle Scale	2	2	2	100%	0	0	0	0	0	0
Monorail Scale										
Prescription Scale										
Hopper/Batch/Tank Scale	2	2	2	100%	0	0	0	0	0	0
Platform Scale	6	6	6	100%	0	0	0	0	0	0
Livestock Scale										
Miscellaneous Scale	5	5	5	100%	0	0	0	0	0	0
Petroleum Pump	194	189	184	97%	5	0	0	5	2	0
Petroleum Meter VTM	1	0	0	0%	0	0	0	1	0	0
Petroleum Meter Other	12	11	11	100%	0	0	0	1	1	0
Rack Meter										
Liquid Measure										
Volumetric Measure										
Linear Measure										
Linear Measuring Device										
Timing Device	21	20	19	95%	0	1	0	1	0	0
Taximeter										
Miscellaneous Device										
LPG Meters										
Non-Commercial Devices	5	5	5	100%	0	0	0	0	0	0
Weights Pharmacy										
Weights Other	17	17	17	100%	0	0	0	0	0	0

Package Checking

I/O	Type	Total in Lots	Total Weighed	# Lots	# Lots Failed
I	Audit	81	54	14	4
O	Audit	0	0	0	0

Samples Collected

Fines

No.	1	Total:	200

Misc. Packages checked not reported, rough guess: 0

Scanner Pricing Accuracy

Type of Inspection	# of Inspections	# Items Checked	# Over Charges	# Under Charges	Not on File	# Insp Failed	% Failed
Complaint - Individual Items							
Audit Inspections							
Full Inspections							
Reinspections - Audit or Full							

Establishment Vists: 44 **Calls:** 21 **Misc.:** _____

Additional Notes: _____ Condemned a kerosene pump. Pump is posted clear non-taxable kerosene, found red kero mixed with clear. Last delivery was 4/20/2016. Upon further inspection by Noco Energy a leak in the interior wall of the kero tank was detected. The inground tank was tested and it failed. The product was removed by Noco and the tank is out of service.

- (gasoline complaint) tested the station found no issues with the amounts delivered.

- (package complaint) conducted a package audit and did official action for 2 items. Issued a penalty for violations of Art. 16 sect. 186(2).

RESOLUTION TRANSMITTAL

Committee No: 3

Date: June 8, 2016

**Committee Chair: Ken Miller
Department Head: Kevin Rooney**

Transmittal Title: AUTHORIZATION TO EXECUTE AGREEMENT BETWEEN THE COUNTY OF WAYNE AND SWBR ARCHITECTS FOR THE DETAILED DESIGN DOCUMENTS IN THE PUBLIC DEFENDER'S OFFICE SPACE

WHEREAS, Resolution 147-16 authorized SWBR to perform planning services for building renovations in the Public Defender's space at 26 Church Street; and

WHEREAS, the Superintendent of Public Works and the Public Defender have met with SWBR to review the concepts and wish to advance a preferred alternative; and

WHEREAS, SWBR has provided fee proposals to prepare final plans and specifications based on two options

Full detailed design for Contractor construction	\$53,000
Scaled back design for Public Works staff to construct	\$46,100

; and

WHEREAS, the Public Defender and the Superintendent of Public Works suggest that the more detailed design option be chosen in the event that Public Works staff cannot commit to completing the construction in a timely manner; now, therefore, be it

RESOLVED, that the Chairman of the Wayne County Board of Supervisors is hereby authorized and directed to execute a contract on behalf of the County of Wayne, subject to the County Attorney's approval as to form and content, with SWBR Architects for a not to exceed amount of \$53,000.

Budgeted: \$ _____ Proposed Cost: \$53,000 Reimbursed Amount \$53,000 County Cost \$0

County Administrator's Review \$ Approval: yes ___ no ___ by: _____

Personnel Office Review & Approval: yes ___ no ___ by: _____

Standing Committee: Ayes _____ Nays _____ Date: _____ Signature: _____

Signature/Date Rec'd: _____ Clerk, Board of Supervisors

Referred to:

Committee: _____ Ayes _____ Nays _____ Date: _____ Signature: _____

Committee: _____ Ayes _____ Nays _____ Date: _____ Signature: _____

RESOLUTION TRANSMITTAL

Committee No: 3

Date: June 8, 2016

**Committee Chair: Ken Miller
Department Head: Kevin Rooney**

Transmittal Title: AUTHORIZATION TO DECLARE VEHICLE SURPLUS IN THE PUBLIC WORKS DEPARTMENT.

WHEREAS, the vehicle listed below is scheduled for replacement in 2016 and was recently inspected by Central Garage, and

WHEREAS, Central Garage stated that it was not worth putting money into it to pass NYS inspection so it has been removed from active service

2003 Ford F250 4x4 Reg Cab w/ Plow – VIN 3FTNF21L03MB40964

now, therefore, be it

RESOLVED, that the Superintendent of Public Works is hereby authorized to declare the equipment above as surplus and shall be disposed of in accordance with the Wayne County Surplus Equipment Disposition Policy.

Budgeted: \$ Proposed Cost: \$ Reimbursed Amount \$ County Cost \$

County Administrator's Review \$ Approval: yes ___ no ___ by: _____

Personnel Office Review & Approval: yes ___ no ___ by: _____

Standing Committee: Ayes _____ Nays _____ Date: _____ Signature: _____

Signature/Date Rec'd: _____ Clerk, Board of Supervisors

Referred to:

Committee: _____ Ayes _____ Nays _____ Date: _____ Signature: _____

Committee: _____ Ayes _____ Nays _____ Date: _____ Signature: _____

RESOLUTION TRANSMITTAL

Committee No: 3

Date: June 8, 2016

**Committee Chair: Ken Miller
Department Head: Kevin Rooney**

Transmittal Title: AUTHORIZATION TO ESTABLISH PROJECT ACCOUNT FOR THE PAVEMENT IMPROVEMENTS IN SEVERAL COUNTY PARKING LOTS

WHEREAS, the Superintendent of Public Works has identified several County owned parking lots that require some form of pavement maintenance; and

WHEREAS, A project has been identified and included in the current Capital Plan; and

WHEREAS, a project account must be created to fund these improvements, and some of the work must be competitively bid by pavement maintenance vendors now, therefore be it

RESOLVED, that the County Treasurer is authorized to create Project Account **Hxxxx** – Parking Lot Pavement Improvements; and be it further

RESOLVED, that the County Treasurer is authorized to transfer \$175,000, from the Unassigned General Fund Balance; and be it further

RESOLVED, that the County Treasurer is authorized to make the budget adjustments listed below:

A9950 Transfer to Capital Fund Project

(Appropriations)

\$175,000 to 52774 Building Renovation Cap. Project (Parking Lot Pavement Improvements)

Hxxxx Building Renovation Projects

(Revenues)

\$175,000 to 45031 Interfund Transfer (Parking Lot Pavement Improvements)

(Appropriations)

\$175,000 to 54000 Contractual Expenses (Parking Lot Pavement Improvements)

and be it further

RESOLVED, that the Superintendent of Public Works is hereby authorized to advertise for bids for pavement improvement services subject to the County Attorney's approval as to form and content; and be it further

RESOLVED, that the Clerk of the Board is hereby designated and directed to publicly open the bid(s) at the time and place specified in the bid documents and to present a record of the bid(s) at the next meeting of the Board of Supervisors following the bid opening.

Budgeted: \$0.00
\$175,000

Proposed Cost: \$175,000

Reimbursed Amount \$

County Cost

County Administrator's Review \$ Approval: yes ___ no ___ by: _____

Personnel Office Review & Approval: yes ___ no ___ by: _____

Standing Committee: Ayes _____ Nays _____ Date: _____ Signature: _____

Signature/Date Rec'd: _____ Clerk, Board of Supervisors

Referred to:

Committee: _____ Ayes _____ Nays _____ Date: _____ Signature: _____

Committee: _____ Ayes _____ Nays _____ Date: _____ Signature: _____

RESOLUTION TRANSMITTAL

Committee No. 3

Date: June 8, 2016

Committee Chair: Ken Miller

Department Head: Kevin Rooney

Transmittal Title: **AUTHORIZATION TO SIGN AGREEMENT WITH NEW YORK STATE DEPARTMENT OF TRANSPORTATION FOR SHARED SERVICES**

WHEREAS, the New York State Department of Transportation (NYSDOT) has prepared a shared services agreement to be utilized by any Municipality wishing to share services or exchange or lend materials or equipment which shall promote and assist the maintenance of State and Municipal roads, and

WHEREAS, the shared services agreement does not commit the County to provide or receive any services from the NYSDOT, and

WHEREAS, the total amount of the agreement shall not exceed \$10,000, and

WHEREAS, the Superintendent of Public Works suggests that there is a benefit to having an agreement in place that would make services available in a time of need, now, therefore be it

RESOLVED, that the Chairman of the Board of Supervisors is authorized to sign an agreement with the NYSDOT, subject to the County Attorney's approval, to allow for the sharing of services relating to roadway maintenance.

Budgeted: yes no Proposed Cost: _____ Reimbursed Amount \$_____ County cost _____

Departmental transfer \$_____ from Account No. _____ to Account No. _____

County Administrator's Review & Approval: yes no by: _____

Human Resources Office Review & Approval: yes no by: _____

Standing Committee: Ayes _____ Nays _____ Date: _____ Signature: _____

Signature/Date Rec'd: _____ Clerk, Board of Supervisors

Referred to:
Committee: _____ Ayes _____ Nays _____ Date: _____ Signature: _____

Committee: _____ Ayes _____ Nays _____ Date: _____ Signature: _____

RESOLUTION TRANSMITTAL

Committee No. 3

Date: June 8, 2016

Committee Chair: Ken Miller

Department Head: Kevin Rooney

Transmittal Title: **AUTHORIZATION TO ADVERTISE FOR FUEL ISLAND OPERATING SYSTEM AND SOFTWARE**

Brief Explanation:

WHEREAS, the Superintendent of Public Works has identified a need to replace the obsolete software operating system for the fuel island at the Highway facility in Lyons, and

WHEREAS, several software vendors provide products that could be adapted to the current dispensers, and

WHEREAS, the anticipated cost of the software, reader(s), training and support will require the vendors to submit a sealed bid for this purchase, now, therefore be it

RESOLVED, that the Superintendent of Public Works is hereby authorized to advertise for bids for fuel island operating system upgrades subject to the County Attorney's approval as to form and content; and be it further

RESOLVED, that the Clerk of the Board is hereby designated and directed to publicly open the bid(s) at the time and place specified in the bid documents and to present a record of the bid(s) at the next meeting of the Board of Supervisors following the bid opening.

Budgeted: yes ___ no Proposed Cost: \$ Reimbursed Amount 0 County Cost \$

Departmental transfer \$ 0 from Account No. _____ to Account No. _____

County Administrator's Review & Approval: yes ___ no ___ by: _____

Human Resources Office Review & Approval: yes ___ no ___ by: _____

Standing Committee: Ayes _____ Nays _____ Date: _____ Signature: _____

Signature/Date Rec'd: _____ Clerk, Board of Supervisors

Referred to:
Committee: _____ Ayes _____ Nays _____ Date: _____ Signature: _____

Committee: _____ Ayes _____ Nays _____ Date: _____ Signature: _____

RESOLUTION TRANSMITTAL

Committee No. 3

Date: June 8, 2016

Committee Chair: Ken Miller

Department Head: Kevin Rooney

Transmittal Title: **AUTHORIZATION TO REMOVE PROPERTY FROM PUBLIC AUCTION TO RETAIN FOR PUBLIC USE**

WHEREAS, the property located at 332 Quaker Road in the Town of Macedon was to be offered for sale at the Real Property Auction on June 15, 2016, and

WHEREAS, the Superintendent of Public Works has requested that the parcel remain the property of the County of Wayne so it may be used for future roadway improvements, now, therefore be it

RESOLVED, that the parcel located at 332 Quaker Road in the Town of Macedon be removed from the June 15, 2016 Real property Auction and the ownership remain as the County of Wayne.

Budgeted: yes ___ no ___ X Proposed Cost: _____ Reimbursed Amount \$ _____ County cost _____

Departmental transfer \$ _____ from Account No. _____ to Account No. _____

County Administrator's Review & Approval: yes ___ no ___ by: _____

Human Resources Office Review & Approval: yes ___ no ___ by: _____

Standing Committee: Ayes _____ Nays _____ Date: _____ Signature: _____

Signature/Date Rec'd: _____ Clerk, Board of Supervisors

Referred to:
Committee: _____ Ayes _____ Nays _____ Date: _____ Signature: _____

Committee: _____ Ayes _____ Nays _____ Date: _____ Signature: _____

RESOLUTION TRANSMITTAL

Committee No. 3

Date: June 8, 2016

Committee Chair: Ken Miller

Department Head: Kevin Rooney

Transmittal Title: **AUTHORIZATION TO ABOLISH POSITION IN THE HIGHWAY DEPARTMENT AND CREATE NEW POSITION**

Brief Explanation:

WHEREAS, in an effort to be able to better utilize personnel within the Public Works Department, it is advantageous to have an entry level job title that includes duties applicable to both Highway and Buildings work, and

WHEREAS, there is currently a vacant MEO2 position in the Highway budget based on a recent retirement/promotion, and

WHEREAS, the Superintendent of Public Works and Director of Human Resources have developed the title of Public Works Technician, now, therefore be it

RESOLVED that one MEO2 position within the Highway budget is hereby abolished, and be it further

RESOLVED that one position of Public Works Technician within the Highway budget is hereby created, and be it further

RESOLVED, that the Treasurer is authorized to make the following budget adjustments:

D5110 Maintenance of Roads and Bridges

\$18,500 from 51212 (MEO#2)

\$18,500 to 51573 (Public Works Technician)

Budgeted: yes no X Proposed Cost: \$0 Reimbursed Amount \$ 0 County Cost \$ 0

Departmental transfer \$ 0 from Account No. _____ to Account No. _____

County Administrator's Review & Approval: yes ___ no ___ by: _____

Human Resources Office Review & Approval: yes ___ no ___ by: _____

Standing Committee: Ayes _____ Nays _____ Date: _____ Signature: _____

Signature/Date Rec'd: _____ Clerk, Board of Supervisors

Referred to:
Committee: _____ Ayes _____ Nays _____ Date: _____ Signature: _____

Committee: _____ Ayes _____ Nays _____ Date: _____ Signature: _____

COUNTY OF WAYNE
DEPARTMENT OF PUBLIC WORKS
7227 ROUTE 31, LYONS NY 14489

Kevin P. Rooney, P.E.
Superintendent of Public Works

315-946-5600
fax 315-946-5610

June 8, 2016

MONTHLY REPORT – May 2016

During the month of May, the following is a brief description of activities that occurred in each division of the Public Works department:

BUILDINGS AND GROUNDS

The E911 Project is progressing and continues to require daily coordination with PW staff. This project is nearing completion.

Fire Training Storage Building:

- Finishing up Interior steel liner –nearly complete

Jail

-Blackcreek has begun collecting data and working on design for the upgrades to the jail security doors control and cameras.

- Working on improvements for the booking room.

Courthouse

-Several stone steps were reset at the entrance to the Courthouse. Pictures were reframed and rehung in the hallway after wallpaper was removed and walls were painted.

All staff continue to address concerns that are raised by County staff in the County buildings.

PARKS

Parks have been cleared of debris, minor repairs made and are ready for opening for the 2016 season. Sliding door/walls were installed at one of the pavilions at Forman Park.

Grounds maintenance and mowing has resumed at County buildings

Docks have been installed at Abbey and Norsen Park.

CENTRAL GARAGE

Service on County vehicles and WATS busses continues. Several vehicles were prepared to be sold as surplus. Some rearranging of space and equipment continued in preparation of the Highway Building Expansion project.

HIGHWAY

A crew cut shoulders on several County roadways. This crew also worked for the Town of Ontario and Sodus to perform the same work on some of their Town roads.

The Bridge crew performed steel repairs on the Hogback Road bridge over Ganargua Creek (Palmyra).

Tree removals were completed. Debris materials that were stockpiled in the County owned pit on Tellier Road in Arcadia were ground and hauled away by a contractor.

A crew assisted the Contractors at the Rose 911 tower site (E911 project) with trenching and placement of geotextile fabric and stone within the fenced area.

Shop crews are performing major service operations on Highway equipment. A motor overhaul was completed on a small excavator, major repairs to the travel loader, and attended to other equipment failures.

The Striping crew began roadway striping.

The Engineering group continues to work on field surveys and design plans for 2016 projects. The Engineers also assist the construction crews with layout or other design questions while performing the road work.

Respectfully submitted

Kevin P. Rooney, P.E.
Superintendent of Public Works

RESOLUTION TRANSMITTAL

Committee No: 3

Date: 6/8/16

Committee Chair: Ken Miller

Department Head: Daniel C. Connors, Esq.

AUTHORIZING TERMS AND CONDITIONS OF SALE FOR 24 AND 30 CHURCH STREET, LYONS, NEW YORK 14489

WHEREAS, the County of Wayne owns property located at 24 and 30 Church Street in the Town of Lyons, New York 14489; and

WHEREAS, the County of Wayne no longer has use for these two (2) properties; and

WHEREAS, the County of Wayne wishes to put these two (2) properties up for public auction; now, therefore, be it

RESOLVED, each parcel of property shall be offered and sold at the public auction sale subject to the following terms and conditions of sale:

TERMS AND CONDITIONS OF SALE

1. The property offered for sale is real property currently owned by the County of Wayne (hereinafter referred to as the "County").
2. All potential Bidders/Buyers must provide acceptable photo identification for issuance of a bid number.
3. All Bidders/Buyers must register for this auction and hold a bid number.
4. By acknowledging and executing these Terms & Conditions, the purchaser certifies that:

a) Purchaser will pay all future taxes, assessment, penalties, and charges which will or may be levied against the property. In the event any taxes, assessments or penalties to be owed on this property in the future become delinquent by six (6) months or more, than the real property shall be subject to a reverter clause set forth in the deed by which title to the real property shall revert back to the County of Wayne.

b) Purchaser agrees that he/she will hold title to the property and will not transfer said title to the property to any other person or entity for at least three (3) years following the date of transfer. If such conveyance occurs, the purchaser understands that he/she will be found to have committed fraud, and/or intent to defraud, and that title to the subject real property shall revert to the County of Wayne, and Purchaser shall be financially responsible for all filing fees, recording fees, and attorney's fees incurred in connection with transferring title of said real property back to the County of Wayne.

c) Purchaser agrees that within three (3) years of transfer of title from the County of Wayne to the Purchaser, he/she shall complete all reconstruction, repairs, or renovations necessary to bring the property in full compliance with applicable Town and/or New York State building codes. Purchaser further agrees that within three (3) months of transfer of title from the County of Wayne to the Purchaser he/she shall obtain property liability insurance in the minimum amount of _____ to protect against loss or injury.

d) Purchaser agrees that a restrictive covenant shall be set forth in the deed of title to the subject property providing that said real property shall not be put to any form of residential use, either as a principal residence or as rental property.

e) Purchaser agrees that a further restrictive covenant shall be set forth in the deed of title requiring that the pre-existing visual appearance of the building must be maintained in the future to foster and promote the historical flavor and ambiance of the Lyons Courthouse/park area.

- f) The minimum bid for 24 Church Street, Lyons, New York shall be \$7,500.00.
The minimum bid for 30 Church Street, Lyons, New York shall be \$10,000.00.

NO PERSON OR ORGANIZATION CAN BID ON PROPERTIES AT THE AUCTION IF THEY, OR A CORPORATION OR COMPANY THEY ARE AFFILIATED WITH, OWE PROPERTY TAXES (CURRENT YEAR OR PRIOR YEAR) TO THE COUNTY. ALL TAX LIABILITIES MUST BE PAID PRIOR TO THE AUCTION IN ORDER TO BID AT THE AUCTION. Previously defaulting parties (i.e. parties who have a property tax installment contract or have failed to pay taxes for prior tax years) are not allowed to bid until 18 months after the default is cured.) Failure to comply with this provision will be grounds for default and forfeiture of any deposits paid without exceptions.

5. The auctioneer's decision regarding any disputes is final, and the auctioneer reserves the right to reject any bid that is not an appreciable advancement over the preceding bid.

6. The property will be conveyed by the County to the purchaser by warranty deed, containing a description of the property as it appears on the existing title documents by which the County of Wayne acquired title to the premises, EXCEPTING therefrom a portion of each existing lot to be retained by the County of Wayne, including with respect to 24 Church Street, the portion of the existing lot on which is currently situated a generator.. The parcel to be conveyed and the portion of each parcel to be retained by the County of Wayne are as depicted on a map of the Church Street Subdivision of land owned by the County of Wayne, dated May 19, 2016, which is available for inspection upon request. The deed will be recorded by the County upon payment in full of the purchase price and closing fees/cost. POSSESSION OF PROPERTY IS FORBIDDEN UNTIL THE DEED IS RECORDED WITH THE WAYNE COUNTY CLERK CONVEYING TITLE TO THE PURCHASER. TITLE VESTS AT THE RECORDING OF THE DEED. It is agreed between the County and the purchaser that delivery and acceptance of the deed occurs upon recording of the deed.

9. The County will not furnish an abstract of title or an instrument survey map.

10. The County does not make any representations or warranties, expressed or implied, (a) concerning the quality or the condition of the title to the property, or the validity or marketability of such title; the ownership of any improvements on the property; the condition of the property and any improvements thereon or its fitness for any use; or the accuracy of the property description on the tax roll or in the notice of sale or any other advertisement of sale furnished by the County; or (b) that the property or any improvements thereon presently comply with building or zoning codes, or with any state or local laws or regulations. Any information concerning the property furnished by the County or any of its officers, employees, or agents shall not be deemed to include any such representations or warranties. Any promotional tools such as photographic slides, tax maps, written or verbal descriptions, etc. are for informational purposes only.

11. Any successful bidder, who fails to tender the deposit to the Treasurer at the end of the auction, will be forbidden to participate in this or any other auction for a time period of 18 months. Any parcels which the County of Wayne Treasurer did not receive deposits for by the end of the auction will be considered defaulted. If a purchaser fails to close on the parcel(s) that he/she bids on at the auction, he/she will be prohibited from participating at future auctions held for the County of Wayne for a time period of 18 months.

12. The purchaser shall accept the property and any improvements thereon in "as is" condition with the understanding that the County makes no representation as to ownership or responsibility for any personal property located on the real property. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.

13. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.

14. The sale of the property is made subject to (a) village, town, state and federal claims for taxes, liens or other encumbrances, and (b) all easements or rights-of-way which were in existence at the time of the levy of the tax the non-payment of which resulted in the tax deed to the County.

15. The County will convey the property free and clear of County tax liens accrued on or before January 1, 2016.

16. The purchaser will pay all of the following taxes and charges, including all interest and penalties if applicable:

- Current water, sewer, other special district charges, and any service charges levied and/or re-levied against property by a Municipality - INCLUDING ANY APPLICABLE INTEREST AND PENALTIES
- 2016-17 School Tax (if any)
- 2017 Town Tax & County Tax which may include re-levied school taxes (if any)
- In order to avoid future delinquent charges, the new owner should immediately advise all tax collectors of the new ownership, and the address where future tax bills are to be mailed. The County will confirm taxes and charges due and owing with respect to the property to be conveyed prior to the time of sale.

17. All bids are subject to approval and acceptance by the Wayne County Board of Supervisors. The County reserves the right to sell to the second highest bidder if Purchaser defaults.

18. The Board of Supervisors reserves the right to accept or reject any or all bids, or to withdraw any parcel from the sale at any time prior to delivery of the deed to the purchaser.

19. In the event that a sale is cancelled by Court Order or judgment or by the Wayne County Board of Supervisors, the successful bidder shall be entitled only to a refund of the purchase money. Purchaser shall not be entitled to special or consequential damages, attorney fees, reimbursement for any expenses incurred as a result of ownership or improvements of the property, nor for taxes paid during the period of ownership.

20. The purchaser shall pay full payment immediately at "Knockdown" (when the Auctioneer says "sold") for any properties sold in the amount of \$2,000 or less.

21. Regarding any properties sold for more than \$2,000, the amount of \$2,000 plus 10% of the amount over \$2,000 must be paid immediately at "Knockdown"

22. All sales shall be final, absolute and without recourse, and in no event shall the County be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, its heirs, successors or assigns, against the County arising from this sale.

23. Notice is hereby given that the premises being sold may lie within an Agricultural District, Historical District, or other District as designated upon the tax map. It is the sole responsibility of any bidder to ascertain which specific parcel(s) is so designated and thereby sold subject to the provisions of law applicable thereto.

24. The purchaser's bid will be submitted to the Board of Supervisors on _____, 2016. IT SHALL BE THE PURCHASER'S RESPONSIBILITY TO CONTACT THE COUNTY REAL PROPERTY TAX SERVICE AGENCY (315-946-5927) ON OR AFTER _____, 2016 TO DETERMINE WHETHER THE BID WAS ACCEPTED OR REJECTED BY THE BOARD OF SUPERVISORS.

25. A personal check or cash may be used for down payment.

26. The purchaser must pay the balance of the purchase price (paid in cash or by certified check, bank check or money order payable to the Wayne County Treasurer) together with the necessary recording taxes and fees (paid in cash or check payable to the Wayne County Clerk) to the County Attorney's office not later than the close of business on _____, 2016. Upon receipt of such payments, the deed will be recorded in the County Clerk's Office and mailed to the purchaser upon completion of the recording process. The purchaser may not assign his/her right to complete the sale. ALL DEEDS SHALL BE EXECUTED SOLELY IN THE NAME OF THE BIDDER (AND SPOUSE, IF REQUESTED) AS REGISTERED AT THE AUCTION. IF THE PURCHASER FAILS TO MAKE SUCH PAYMENTS ON OR BEFORE _____, 2016, THE SALE SHALL BE DEEMED CANCELLED, THE COUNTY SHALL NOT BE OBLIGATED TO CONVEY THE PROPERTY TO THE PURCHASER AND THE PURCHASER'S DEPOSIT SHALL BE RETAINED BY THE COUNTY AS LIQUIDATED DAMAGES.

27. The purchaser shall execute a Memorandum of Purchase at the time and place of the auction sale agreeing to purchase the property subject to the terms and conditions of sale prescribed by the County.

MEMORANDUM OF PURCHASE

I, _____, agree to purchase the property identified as
(print name)

Tax Map # _____,

Town of _____, subject to the terms and conditions of sale set forth

above, for the purchase price of \$ _____.

Dated: _____, 2016

Name: _____ (Signature)

Social Security No.: _____

Telephone: _____

Residence Address:

Mailing Address:

GRANTEE DESIGNATION IN DEED:

Name Soc. Security #

Residence Address

Name Soc. Security #

Residence Address

Budgeted: yes ___ no ___ Proposed Cost: _____ Reimbursed Amount _____ County cost _____

Departmental transfer \$ _____ from Account No. _____ to Account No. _____

County Administrator's Review \$ Approval: yes ___ no ___ by: _____

Personnel Office Review & Approval: yes ___ no ___ by: _____

Standing Committee: Ayes _____ Nays _____ Date: _____ Signature: _____

Signature/Date Rec'd: _____ Clerk, Board of Supervisors

Referred to:

Committee: _____ Ayes _____ Nays _____ Date: _____ Signature: _____

Committee: _____ Ayes _____ Nays _____ Date: _____ Signature: _____