September 12, 2011
Town of Albion
Regular Meeting
7:00 p.m.

1. Call to order

2. Pledge

3. Exits

4. Roll call

5. Attendance sheet

6. Additions, Deletions, and Approval of agenda

7. COVA

8. Department Head Reports—Section 1

   A. Highway, water/sewer
      Status of interconnection
      Paving the parking lot—Received 9/12
      Use of part-time employee as full-time and Out of Title
      Lewis Road update
   B. Clerk—
      1. Approval of vouchers
      2. Authorization of payment prior to abstract:
         A. MVP Health Care:

| | | |
|---|---|---|
| General A9060.8 | $1,730.31 | |
| Highway DA9060.8 | $725.93 | |
| Highway DB9060.8 | $725.93 | |
| Total | | $3,182.17 |

         B. Univera:

| | | |
|---|---|---|
| General A9060.8 | $177.65 | |
| Highway DA9060.8 | $74.53 | |
| Highway DB9069.8 | &74.53 | |
| Total | | $326.71 |

         C. Millennium Roads--$550.
      3. Minutes of 8/8/2011

4. Please place approved minutes, notice of budget schedule, and early October meeting date on website

5. Water service to Bonafede and Koehler memo

C. Court—

1. Status of court grant

2. Court audit--. Acceptance of court audit by efprotenberg—Certified copy of resolution acknowledging that the required examination/ audit was conducted-- Section 5

D. Code—

1. Discussion with County and Village of paying for mowing—John Gavenda

2. Estimates of improvements needed in 3-10 years: Roof on salt shed, roof on main part of building, rear parking lot remediation, furnaces, bollards and aprons, etc.

3. Freeman request

4. Hospice out-of-district sewer user

9. Budget considerations:

Surplus—Tax reduction vs. 2% tax cap

Need for many major replacements in the next 3-10 years, as described above in Code section. Dan Strong is coordinating the cost of replacements

10. Liberty Fresh Farms: CDBG Grant status—Section 14

11. Update on 8/30 meeting with the village—Section 4—next meeting 10/4

12. Water District 9--Section 7

Letter of Condition

Contract with Barre to provide water

13. Update on Comprehensive Plan—Councilperson Thom

14. Review of Nepotism policy—Section 2

15. Joint Services Agreement for Appraisal Services, Exemption Services and Assessment Services by the County of Orleans for the Town of Albion—Section 3

16. New Horizons phone proposal—Section 6

17. Joint Municipal Agreement between the Town of Barre and the Town of Albion for the provision of water—Section 8

18. FYI—G4S report—Koehler only--9

19. Agreement with Village, School &n County—Host Agreement with Pathstone—Section 10

20. Economic Development committee—Section 11

21. Executive session: union grievance update, safety concerns reflected in grant application, contract negotiations. WORKERS compensation issue

22. Adjourn

12-Sep-11

Town of Albion regular Town Board meeting

Please sign in:

1. Dale Salman
2. Courtney Keefer
3. Ronald Ebbs
4. Connie Ebbs
5. GARY KATSANIS
6. Daniel Poprawski
7. [illegible]
8. Andrew Burnside
9. Benjamin F. Bradley
10. Mike Genno
11. Trevor Simpson
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September 12, 2011

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

Meeting called to order at 7:10 pm.

Present was Councilperson Ryan Miller, Supervisor Judith Koehler, Councilperson Timothy Neilans and Councilperson Matthew Passarell. Absent excused was Councilperson Clifford Thom. Also present was Town Attorney John Gavenda, Highway Superintendent Jed Standish, Code Enforcement Officer Daniel Strong and Town Clerk Sarah Basinait.

Supervisor Judith Koehler: I need a motion for the agenda.

**Motion was made by Councilperson Timothy Neilans and was seconded by Councilperson Ryan Miller to approve the agenda amending it to remove item number 13 and adding workers compensation issue to executive session. Motion carried by the following vote:**

**Councilperson Ryan Miller, aye** **Councilperson Clifford Thom, absent excused**
**Supervisor Judith Koehler, aye** **Councilperson Timothy Neilans, aye**
**Councilperson Matthew Passarell, aye**

Supervisor Judith Koehler: COVA is here to do a presentation.

**Representatives from COVA gave a presentation on COVA and what services they provide for the Town of Albion. They stated that in order for COVA to continue providing services they would need the Towns to create an ambulance districts and they projected that the Town of Albion's share would be $33,647.00. The residents and the Board asked questions.**

Supervisor Judith Koehler: I need a motion for a five minute recess.

**Motion was made by Councilperson Timothy Neilans and was seconded by Councilperson Matthew Passarell to recess for five minutes at 8:00 pm. Motion carried by the following vote:**

**Councilperson Ryan Miller, aye** **Councilperson Clifford Thom, absent excused**
**Supervisor Judith Koehler, aye** **Councilperson Timothy Neilans, aye**
**Councilperson Matthew Passarell, aye**

**The Board went back into the meeting at 8:10 pm.**

Supervisor Judith Koehler: Next item is the part time laborer in the Highway Department.

**The Town Board and Highway Superintendent Standish discussed this issue.**

Councilperson Timothy Neilans: I make a motion to eliminate the part time position.

Supervisor Judith Koehler: I have a motion to eliminate the part time position. Do I have a second?

**Motion was made by Councilperson Timothy Neilans and was seconded by Councilperson Matthew Passarell eliminating the part time laborer position effective immediately in the Highway**

**Department and said position will be reinstated when the Board feels it is warranted. Motion was carried by the following vote:**

**Councilperson Ryan Miller, nay** **Councilperson Clifford Thom, absent excused**
**Supervisor Judith Koehler, aye** **Councilperson Timothy Neilans, aye**
**Councilperson Matthew Passarell, aye**

Supervisor Judith Koehler: I need a resolution for the vouchers.

**Resolution #93 Payment of Claims**
**Whereas, the following are against the Town:**

| | |
|---|---|
| **General A & B #'s – 270 – 311** | **$ 38,570.70** |
| **Highway DA & DB #'s – 138 – 150** | **$ 4,308.10** |
| **Water Districts #'s – 50 – 55** | **$ 53,168.15** |
| **Sewer District #'s – 10 – 11** | **$ 3,933.21** |
| **Grant 7 #** | |
| **For a grand total of** | **$ 99,980.16** |

**Motion was made by Councilperson Timothy Neilans and was seconded by Councilperson Matthew Passerell to approve payment of the above listed claims. Resolution duly adopted by the following vote:**

**Councilperson Ryan Miller, aye** **Councilperson Clifford Thom, absent excused**
**Supervisor Judith Koehler, aye** **Councilperson Timothy Neilans, aye**
**Councilperson Matthew Passarell, aye**

Supervisor Judith Koehler: I need a motion to pay the health insurance.

**Motion was made by Councilperson Timothy Neilans and was seconded by Councilperson Ryan Miller to approve payment prior to abstract of the MVP and the Univera health care bills in the amount of $3508.88 and Millennium Roads in the amount of $550.00. Motion carried by the following vote:**

**Councilperson Ryan Miller, aye** **Councilperson Clifford Thom, absent excused**
**Supervisor Judith Koehler, aye** **Councilperson Timothy Neilans, aye**
**Councilperson Matthew Passarell, aye**

Supervisor Judith Koehler: I need a motion to approve the minutes.

**Motion was made by Councilperson Matthew Passarell and was seconded by Councilperson Timothy Neilans to approve the minutes of the August 8th meeting as published and submitted. Motion carried by the following vote:**

**Councilperson Ryan Miller, aye** **Councilperson Clifford Thom, absent excused**
**Supervisor Judith Koehler, aye** **Councilperson Timothy Neilans, aye**
**Councilperson Matthew Passarell, aye**

Supervisor Judith Koehler: I need a motion to accept the court audit.

**Resolution # 94** **Court Audit**

**Be it hereby enacted by the Town Board of the Town of Albion as follows:**

***WHEREAS*, the accounting firm of EFP Rotenberg has completed an examination/audit of the Town Justice Court for the Town of Albion for the 2010 fiscal year as required by the State of New York; and**

***WHEREAS*, the examination/audit was received and reviewed by the Town Council for the Town of Albion and said Board is satisfied with the contents of the examination/audit; and**

***NOW, THEREFORE BE IT RESOLVED*, that the Town Council for the Town of Albion accepts the examination/audit prepared by the accounting firm of EFP Rotenberg for the Town Justice Court along with the information and recommendations made with each report.**

**Motion was made by Councilperson Timothy Neilans and was seconded by Councilperson Matthew Passarell authorizing the adoption of this Resolution. Resolution duly adopted by the following vote:**

**Councilperson Ryan Miller, aye**
**Supervisor Judith Koehler, aye**
**Councilperson Matthew Passarell, aye**
**Councilperson Clifford Thom, absent excused**
**Councilperson Timothy Neilans, aye**

Supervisor Judith Koehler: I need a resolution for the contract with Barre.

**Resolution #95 Agreement for sale of surplus water**

**The agreement with the Town of Barre for the sale of surplus water in its entirety is hereby filed with and made a part of these minutes.**

**Motion was made by Councilperson Timothy Neilans and was seconded by Councilperson Matthew Passarell authorizing the adoption of this agreement. Resolution duly adopted by the following vote:**

**Councilperson Ryan Miller, aye**
**Supervisor Judith Koehler, aye**
**Councilperson Matthew Passarell, aye**
**Councilperson Clifford Thom, absent excused**
**Councilperson Timothy Neilans, aye**

Supervisor Judith Koehler: I need a resolution for the joint municipal agreement.

**Resolution #96 Joint Municipal Agreement**

**The agreement with the Town of Barre in its entirety is hereby filed with and made a part of these minutes.**

**Motion was made by Councilperson Timothy Neilans and was seconded by Councilperson Ryan Miller authorizing the adoption of this agreement. Resolution duly adopted by the following vote:**

**Councilperson Ryan Miller, aye**
**Supervisor Judith Koehler, aye**
**Councilperson Matthew Passarell, aye**
**Councilperson Clifford Thom, absent excused**
**Councilperson Timothy Neilans, aye**

Supervisor Judith Koehler: I need a resolution for the joint services agreement for assessing services.

**Resolution #97 County/Town Joint Services Agreement – Assessment Services**

**The joint services agreement with the Orleans County in its entirety is hereby filed with and made a part of these minutes.**

**Motion was made by Councilperson Ryan Miller and was seconded by Councilperson Timothy Neilans authorizing the adoption of this agreement. Resolution duly adopted by the following vote:**

**Councilperson Ryan Miller, aye**
**Supervisor Judith Koehler, aye**
**Councilperson Matthew Passarell, aye**
**Councilperson Clifford Thom, absent excused**
**Councilperson Timothy Neilans, aye**

Supervisor Judith Koehler: I need a motion for Pathstone.

**Motion was made by Councilperson Ryan Miller and was seconded by Councilperson Timothy Neilans approving the contract with the Village, County and School for the Pathstone Host Agreement. Motion carried by the following vote:**

**Councilperson Ryan Miller, aye**
**Supervisor Judith Koehler, aye**
**Councilperson Matthew Passarell, aye**
**Councilperson Clifford Thom, absent excused**
**Councilperson Timothy Neilans, aye**

Supervisor Judith Koehler: I need a motion for executive session.

**Motion was made by Councilperson Timothy Neilans and was seconded by Councilperson Matthew Passarell to enter executive session at 9:28 pm for the discussion of the union grievance, safety concerns, contract negotiations and workers compensation issue. Motion carried by the following vote:**

**Councilperson Ryan Miller, aye**
**Supervisor Judith Koehler, aye**
**Councilperson Matthew Passarell, aye**
**Councilperson Clifford Thom, absent excused**
**Councilperson Timothy Neilans, aye**

**Minutes approved as published and submitted by the Town Board at their regular meeting held on October 3, 2011.**

# *AGREEMENT FOR SALE OF SURPLUS WATER*

Made this 12 day of September, 2011 by and between the TOWN OF ALBION, a municipal corporation organized and existing, under the laws of the State of New York having its principal place of business at 3665 Clarendon Road, Albion, New York and the TOWN OF ALBION WATER DISTRICTS, and any future districts approved by Town Council for the TOWN OF ALBION, hereinafter jointly referred to as "ALBION" and the TOWN OF BARRE, a municipal corporation organized and existing under the laws of the State of New York having its principal place of business at 14317 West Barre Road, Albion, New York hereinafter referred to as "BARRE";

**W I T N E S S E T H :**

**WHEREAS,** ALBION represents that it has established Water District No. 9 and that said extension was established in full compliance with the laws of the State of New York; and

**WHEREAS,** ALBION has constructed and now operates water distribution systems to provide, supply and deliver water to certain residents of the Town of Albion; and

**WHEREAS,** but for Water District No. 1, BARRE supplies by way of surplus water, water to the remaining water districts established and constructed by ALBION; and

**WHEREAS,** Water District No. 9 has yet to be constructed but ALBION will be requesting that BARRE supply the water needed for this district, at a daily average flow rate of 3780 gallons per day; and

**WHEREAS,** ALBION and BARRE wish to enter into a ten (10) year contract for the sale of surplus water from BARRE to ALBION with the understanding that BARRE will continue to supply surplus water to ALBION for a minimum of thirty eight (38) years upon terms to be negotiated by the parties in the future; and

**WHEREAS,** the parties herein wish to formalize by way of this written agreement to insure the continued availability of water to ALBION and to ensure the usage and demand for water to BARRE for the period of this contract;

**NOW, THEREFORE,** in consideration of the mutual covenants herein contained, and other good and valuable consideration, it is agreed by and between the parties as follows:

**Section 1:** ALBION shall own, manage, operate and maintain, at its sole expense said water distribution system. ALBION shall enact and enforce the provisions of the New York State laws and sanitary code that prohibit cross connections and that requires devices to prevent backflow into municipal water systems as described herein.

**Section 2**: Extensions, expansions or repairs to ALBION'S distribution system shall only be made with the approval of BARRE and subject to the following requirements:

A. **WATER VAULT**: in accordance with plans and specifications provided by BARRE, which makes no representations or warranties and assumes no obligation or liabilities by the providing of such plans and specifications at a point satisfactory to BARRE.

B. **WATER MAINS AND DISTRIBUTION LINES** – as may be required by BARRE from a point satisfactory to it, ALBION shall obtain, in connection therewith, at its sole expense all necessary rights of way and/or easements, and all permits or licenses required by the laws or regulations of the United States of America, the State of New York or any political subdivision thereof. ALBION shall at its sole expense, in a manner approved by BARRE, its employees or agents, make the necessary connection with the BARRE line if necessary and shall give BARRE at least twenty-four (24) hours notice of the actual tapping and connecting with the said supply line which operations shall be done only at a time satisfactory to BARRE. ALBION shall not pay any BARRE permit or other fees for such connection.

ALBION shall make connection for Water District No. 9A, 9B, and 9C to previously established water districts in the Town of Albion. Water District No. 9A shall connect to Water District No. 5 near the intersection of Telegraph Road (New York State Route 31) and Allens Bridge Road. Water District No. 9B shall connect to Water District No. 1 near the intersection of Telegraph Road (New York State Route 31) and Keitel Road. Water District No. 9C shall connect to Water District No. 4 near the intersection of East Lee Road (New York State Route 31) and Power Line Road. No new taps will be made to any pre-existing lines of BARRE.

ALBION shall take all steps necessary to prevent foreign matter from entering said existing lines. ALBION shall reimburse BARRE for any expense incurred by BARRE in removing such foreign matter from said line and/or the disinfecting of said line or any part thereof and for any work required by any governmental authority.

C. Additional pumps and/or treatment facilities shall be installed in ALBION'S distribution system if required for compliance with any governmental requirements or for proper installation of the distribution system as deemed necessary by engineers retained by BARRE.

**Section 3**: BARRE shall deliver such water as ALBION from time to time requires. Water so furnished shall meet with all requirements of the State of New York Department of Health for potable water. However the failure of water so furnished to meet such requirements of said Department shall not relieve ALBION from payment at rates set forth herein for water delivered to ALBION as able as set forth.

Provided, however, in the event of acts of God or other emergencies or emergency uses, or for other reasons beyond control of BARRE, it is unable to provide water to ALBION, BARRE shall not be liable for any damages or injuries resulting from such failure

to ALBION of third parties, and such failure shall not be considered a breach of this agreement.

**Section 4:** It is understood that BARRE has not been provided with copies of the plan for the future distribution of water within the Town of Albion or plans and specifications for the construction of future distribution lines, for future water districts. Therefore, no water shall be delivered to the Town of Albion until such time as a complete set of accurate plans and specifications for the future districts are provided to and approved by BARRE. Any sale by ALBION in violation of this provision may void this agreement at the option of BARRE.

**Section 5:** The duly authorized representatives or the BARRE staff has the right to enter on land of ALBION or of others to inspect water lines constructed by ALBION together with the meter and appurtenances of the water system. BARRE shall recommend to ALBION any changes in operating or maintenance procedures with respect to such lines as, in the opinion of BARRE are required to conform to best water supply practice. ALBION shall comply as soon as reasonably practical with all such requests of BARRE.

**Section 6:** BARRE shall furnish employees to make quarterly readings of ALBION'S bulk water meter installed pursuant to Section 1, but not the meters metering usage by consumers of water provided by ALBION.

**Section 7:** ALBION shall pay to BARRE for water delivered to the lines serving ALBION and passing through the bulk meter an initial rate of $2.86 per 1000 gallons of water. BARRE warrants that the rate is the same to other bulk users (TOWNS) outside BARRE'S corporate limits. ALBION will have the right to be heard and opportunity to review the basis or justification of any rate increase and/or decrease with notification by BARRE to ALBION in writing three (3) months prior to said rate change. Any future increase and/or decrease will be the same to all bulk users (TOWNS).

**Section 8:** ALBION shall pay to BARRE for water delivered to the lines serving ALBION and passing through the bulk meter, at a rate to be determined as follows: Rate to be determined by the BARRE, to be applicable to bulk users outside of the corporate limits of BARRE, said rates to be set by the BARRE with recognition of ALBION'S right to be heard and opportunity to review the basis or justification of any rate increase and/or to said rates.

**Section 9:** In addition to the above agreed rates for water, ALBION agrees to reimburse BARRE for all costs and disbursements required to obtain necessary permits, consents, approval or other procedures from New York State Water Resources Commission or other governmental agencies as billed to ALBION by BARRE.

**Section 10:** This agreement is conditioned upon the obtaining of all necessary permits, consents or approvals or any governmental agencies by BARRE or ALBION including, but not limited, to, the New York State Water Resources Commission, the Attorney General of the State of New York, and the Comptroller of the State of New York.

Failure to obtain any such necessary permits, consents or approvals, through no fault of the parties hereto shall void this agreement and to cooperate in such applications and other procedures in connection therewith.

**Section 11:** In any emergency situation, when requested by ALBION, BARRE agrees, if reasonably possible to assign its employees regularly utilized in the repair and maintenance of its water line within BARRE, to assist in the repair and maintenance of ALBION'S water system, such as: Ascertaining the location of leaks; plugging and repairing leaks; shutting and opening valves; tapping the waterline; removing and repairing valves and any other work on the water line normally requiring the service of workmen with specialized knowledge of water lines. ALBION shall assign such labor and equipment as may be required at the request of BARRE for such work by BARRE, ALBION shall compensate BARRE as follows:

(a) For labor furnished, the amounts actually paid by BARRE, including fringe benefits to its employees while engaged in such requires and maintenance, plus 10%.

(b) For equipment furnished, State contract rates in effect at the time such work is performed, plus 10%.

**Section 12:** In the event of a break in the water main or other trouble within ALBION'S water system, BARRE may temporarily shut off the delivery of water to ALBION if in the opinion of BARRE such action is necessary to protect the overall production, transmission or distribution of water by BARRE until such trouble is corrected.

**Section 13:** This agreement shall be in effect from the date of execution of this document and for a term of ten (10) years from the date of September __, 2011 to September __, 2021 and may be extended for a total of thirty eight (38) years and upon such terms and conditions as the parties hereto may agree. If this Agreement be terminated by reason of failure of either party to agreed term as herein provided, or for any other reason, then, in the event ALBION shall sever and disconnect its pipe line from the pipe line or lines of BARRE without any resulting claim whatsoever in favor of BARRE for damage. Provided, that ALBION shall be responsible and liable for restoring BARRE'S supply line to a condition which will allow BARRE to transmit water without leakage and shall be liable for any resulting damage to transmission line.

**Section 14:** The provision of this Agreement shall be binding upon and insure to the benefit of the respective parties hereto and their successors and assigns.

**Section 15:** This Agreement shall be terminated prior to the expiration date hereof, or any extension thereof as follows:

1. Upon written mutual agreement executed by the parties hereto.

2. Failure of ALBION or BARRE to comply with any of the terms herein, and the declaration of a breach by BARRE or ALBION. Notice of breaches shall be given in writing. The breaching party shall have ten (10) days to cure upon notice of the breach.

3. Failure of ALBION to remit payments required under this Agreement within ninety (90) days of the date of the billing therefore, and the declaration of a breach by BARRE.

4. Failure of ALBION to provide BARRE with certified copies of any resolution or other documents or information requested by BARRE, including, but not limited to, resolutions authorizing the execution of this contract and documents establishing the Town of Albion Water Districts, and the declaration of a breach by BARRE.

5. ALBION may terminate the Agreement upon ninety (90) days notice if BARRE raises the rate charged ALBION for water for the rate at the time of executing this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused their presence to be signed by their duly authorized officers and their corporate seals to be hereunto affixed the day and year first above written.

ATTEST:

Sarah Basinait – Town Clerk

TOWN OF ALBION:

Judith Koehler, Town Supervisor

ATTEST:

Maureen Beach, Town Clerk

TOWN OF BARRE:

Mark Chamberlain, Town Supervisor

(8)

# Joint Municipal Agreement
# between the
# Town of Barre and Town of Albion

**THIS AGREEMENT,** made the 12 day of September, 2011 between the Town of Barre and the Town of Albion,

**WHEREAS,** it is the desire of the parties to address and clarify items concerning the sharing of operation, maintenance and administrative costs associated with operating common elements of the water system which provides potable drinking water to each community for consumption and fire fighting purposes; and

**WHEREAS,** it is to the mutual benefit of each community to resolve issues of common expense, and

**WHEREAS,** the Town of Albion has established Water Districts 1 through 8,

**WHEREAS,** the Town of Barre has established Water Districts 1 through 4,

**WHEREAS,** there are items of common expense for the maintenance, preservation and continued operation of the waterlines, the expense of which are of equal benefit to the parties, and

**WHEREAS,** there are present items of expense which the parties agree should be subject to apportionment, based upon the relative use of said items by the respective water districts, and

**WHEREAS,** there are certain items of expense which are the responsibility of the Village of Albion, as relates to the Chlorination System as Booster Pump Station #2, and

**WHEREAS,** the Town of Barre Agrees that it is solely responsible for the maintenance and upkeep of the distribution lines between the Booster Pump Station #2 and the 150,000-gallon Storage Tank, and

**WHEREAS,** the Town of Albion agrees that it is solely responsible for the maintenance and upkeep of the Master Meter located at Route 31A and Route 98, and

**WHEREAS,** each Town acknowledges that it is responsible for the actual water consumed within its water districts, irrespective of common expense items, and

**WHEREAS,** each Town Board has authorized by resolution the Terms of this Agreement to provide for municipal responsibility of payments between the Towns relating to common an individual costs incurred by each respective water district with their Town,

08/31/2011 11:08 585/985559 LANCE MARK PAGE 02/04

NOW THEREFORE, in consideration of the mutual promises contained herein, it is hereby agreed:

1. Each Town shall be responsible for the maintenance and upkeep of items which are their sole responsibility without contribution.

2. The cost for items of common expense, except as herein noted, which are generally not related to the relative usage of water shall be split equally between the municipalities and their respective water districts. The common items relate to the Booster Pump Station #2 and the 150,000-gallon storage tank, and consist of preventative maintenance.

The cost to the Town of Albion for its share of security and periodic inspections, insurance, telephone charges, utility charges at the storage tank and general administration shall be charged to the Town of Albion at the rate of 15 cents per thousand gallons of water delivered to the Town of Albion.

All other costs for expenses which are related to actual usage of water, included but not limited to system repairs, shall be allocated between the municipalities based on their prorate share of usage. Allocation of such common expenses shall be adjusted with each billing period.

3. The Town of Albion shall reimburse the Town of Barre on a quarterly basis for the cost of water based upon the actual gallons of water used at the current water rate charged at the time by the Village of Albion. The Town of Barre shall read the Master Meter at Booster Pump Station #2 as well as the Master Meter at Routes 31A and 98 and shall calculate the water usage for each community.

4. The Town of Albion shall reimburse the Town of Barre on a quarterly basis for the common costs as described above based on the agreed percentages. The Town of Barre shall provide documentation and data to support each invoice submitted to the Town of Albion.

5. In the event that the geographic boundaries of the water districts change, or additional water districts shall be created by either town which derive services from the water system as currently constituted, then the parties agree to review and discuss modifications to this agreement based up the changes resulting in the service area.

6. The parties agree that they shall first attempt to negotiate any disagreements amicably, In the event that the parties are unable to reach agreement through negotiation, the parties agree to submit said dispute to binding arbitration. The arbitration panel shall be selected y each Town picking a panel member, and the tow panel member selecting the third arbitrator, who shall be the chairperson of the arbitration panel. Any arbitration occurring shall be in accordance with the rules developed by the American Arbitration Association, Construction Industry Standards, but shall not occur under the auspices of the AAA. Expense of arbitration shall be divided equally between the parties.

7. This agreement shall be in effect fro the date of execution of this document and for a term of 5 years, 2011 to 2016. The Agreement shall automatically renew for successive one-year periods unless either party gives notice to the other, in writing, of its intent not to extend its term, such notice to be given at least 180 days prior to the expiration of the initial term or any extensions thereof. Any such notice must be based on good cause shown which means a material breach of the agreement by the other party.

8. In the event that the operation and maintenance of the Town of Barre water system is taken over by another municipality during the term of this agreement, or any extensions thereof, this agreement shall terminate provided that the Towns of Barre and Albion shall both execute an agreement acknowledging the effective takeover by such other municipality.

9. Annexed hereto and made a part of the agreement are duly certified copies of the resolution of each Town Board authorizing execution of this joint municipal agreement.

**In witness whereof**, we have hereunto set our hands this 26 day of Sept., 2011

Attest:

Sarah Basinful, Town Clerk

Judith Kohler, Town of Albion Sup.

Seal

Attest:

Maureen Beach, Town Clerk

Mark Chamberlain, Town of Barre Sup

Seal

08/31/2011 11:08 5857985559 LANCE MARK PAGE 04/04

# Clerk's Monthly Report
August 01, 2011 - August 31, 2011

| Account# | Account Description | Fee Description | Qty | Local Share |
|---|---|---|---|---|
| | Building Permits | Building Permits | 10 | 950.00 |
| | Marr. Lic. | Marriage Licensing Fee | 11 | 192.50 |
| | Misc. Fees | Cert. Copies - Death | 4 | 40.00 |
| | | Cert. Copies - Marriage | 7 | 70.00 |
| | | County Map | 2 | 4.00 |
| | | Genealogy Search | 1 | 6.00 |
| | | | **Sub-Total:** | **$1,262.50** |
| A1255 | Conservation | Conservation | 12 | 116.78 |
| | | | **Sub-Total:** | **$116.78** |
| A2544 | Dog Licensing | Female, Spayed | 36 | 216.00 |
| | | Female, Unspayed | 4 | 48.00 |
| | | Male, Neutered | 20 | 120.00 |
| | | Male, Unneutered | 12 | 144.00 |
| | | Replacement Tags | 2 | 6.00 |
| | | | **Sub-Total:** | **$534.00** |
| | | | **Total Local Shares Remitted:** | **$1,913.28** |

| | | |
|---|---|---|
| Amount paid to: | NYS Ag. & Markets for spay/neuter program | 104.00 |
| Amount paid to: | NYS Environmental Conservation | 2,024.22 |
| Amount paid to: | State Health Dept. For Marriage Licenses | 247.50 |

**Total State, County & Local Revenues: $4,289.00**

**Total Non-Local Revenues: $2,375.72**

To the Supervisor:

Pursuant to Section 27, Sub 1, of the Town Law, I hereby certify that the foregoing is a full and true statement of all fees and monies received by me, Sarah M. Basinait, Town Clerk, Town of Albion during the period stated above, in connection with my office, excepting only such fees and monies, the application of which are otherwise provided for by law.

Supervisor _____ Date _____ Town Clerk _____ Date _____

# TOWN OF ALBION
# HIGHWAY & WATER DEPARTMENT

Jed Standish
Highway Superintendent
3665 Clarendon Road
Albion, New York 14411

Phone 585-589-7048 Ext.16
Fax 585-589-6859

**Monthly Highway,Water & Sewer Report**
**August 2011**

1) Started final mowing of roadsides
2) Sent 1 truck or 1 man to the Village sewer job on State St. every day since 8/15.
3) Swept intersections with the power broom
4) Replaced a culvert pipe on Holley Rd.
5) Sent 2 trucks to Gaines / paving – 8/18
6) Sent 1 truck to Gaines / shoulders & milling Rt.98 with the State DOT – 8/22
7) Crack Sealed – Kietel Rd., Culvert Rd., GainesBasin Rd., State School Rd., E.Co.Hse. Rd., Phipps Rd.
8) Surfaced Treated – Butts Rd.& Kietel Rd. north – 8/30
9) Cleaned 200ft.of ditch on Allensbridge Rd.
10) Cleaned the ditch @ culvert pipe on Gainesbasin Rd.south
11) Sent 2 trucks to the County / paving – 8/31 & 9/8
12) Picked up brush in several areas across town
13) Stockpiled remaining road salt left on OGS Contract for 2011
14) Repaired the alternator on Trk.#255
15) Replaced both hub assy., tie rod ends, drag link ends, ball joints, bearings & seals on Trk.#256
16) Greased all equipment
17) Burial @ Union Cemetery – 9/3
18) Mowed the town lawn 6 times, ballfield 5 times & cemeteries 4 times
19) Safety inspection of the shop by NYMIR on 8/22 – no violations.

**Water & Sewer**

1) Repaired a hydrant valve in dist.#4 – 8/23
2) Received a call from dispatch on Sat.8/20 @ 2:55pm / hydrant struck by car in dist.#1 / shut down the hydrant valve & removed the hydrant
3) Received a call from Dig Safely on Sat.8/13 @ 12:00pm / performed stake-out in dist.#4 for National Grid
4) USDA safety inspection of water system on 8/16 – no violations
5) Repaired damage to post & reader struck by car in dist.#3
6) Repaired 2 curb box risers in dist.#4 & #7

# Albion: Disbursements by Account

9/15/2011 through 9/15/2011

9/14/2011



| Date | Account | Num | Description | Memo | Category | Amount |
|---|---|---|---|---|---|---|
| 9/15/2011 | General Ckg - ... | 9316 | Denise Cornick | voucher#316 | A1110.4 Justi... | -55.25 |
| 9/15/2011 | General Ckg - ... | 9317 | Holiday Inn Niagara Falls | voucher#317 | A1110.4 Justi... | -765.00 |
| 9/15/2011 | General Ckg - ... | 9318 | Jamie Bragg | voucher#318... | A1620.4 Build... | -72.00 |
| 9/15/2011 | General Ckg - ... | 9319 | Osborn, Reed & Burke, LLP | voucher#319... | A1420.4 Attor... | -66.00 |
| 9/15/2011 | General Ckg - ... | 9320 | The Arc Of Orleans Co. | Voucher#32... | A1620.4 Build... | -399.01 |
| 9/15/2011 | General Ckg - ... | 9321 | ...Baldwin Busines Services | | A1680.4 Payr... | -500.00 |
| | | | | | A1670.4 Cent... | -12.65 |
| | | | | | A1320.4 Ind. ... | -100.00 |
| | | | | | A1220.4 Supe... | -20.00 |
| 9/15/2011 | General Ckg - ... | 9322 | Bergmann Associates | voucher#322... | B1440.4 Engi... | -1,625.63 |
| 9/15/2011 | General Ckg - ... | 9323 | Duplicating Consultants, Inc. | voucher#323... | A1620.4 Build... | -34.96 |
| 9/15/2011 | General Ckg - ... | 9324 | Thomas A. Low | voucher#324 | B8020.4 Plan... | -309.80 |
| 9/15/2011 | General Ckg - ... | 9325 | Stuart I Brown Accociates, I... | voucher#325... | B8020.4 Plan... | -1,708.00 |
| 9/15/2011 | General Ckg - ... | 9326 | Sarah Plain | Voucher#326 | A1450.1 Elect... | -25.00 |
| 9/15/2011 | General Ckg - ... | 9327 | Lillian Neal | Voucher#327 | A1450.1 Elect... | -25.00 |
| 9/15/2011 | General Ckg - ... | 9328 | Marilyn Champeney | Voucher#328 | A1450.1 Elect... | -25.00 |
| 9/15/2011 | General Ckg - ... | 9329 | Inda L. MacFarland | voucher#329 | A1450.1 Elect... | -25.00 |
| 9/15/2011 | General Ckg - ... | 9330 | Pamela Bennett | voucher#330 | A1450.1 Elect... | -25.00 |
| 9/15/2011 | General Ckg - ... | 9331 | Barbara Revelas | voucher#331 | A1450.1 Elect... | -25.00 |
| 9/15/2011 | General Ckg - ... | 9332 | Helen Wilkins | voucher#332 | A1450.1 Elect... | -25.00 |
| 9/15/2011 | General Ckg - ... | 9333 | Eleanor L. Irwin | Voucher#333 | A1450.1 Elect... | -25.00 |
| 9/15/2011 | General Ckg - ... | 9334 | Patricia Bieber | voucher#334 | A1450.1 Elect... | -25.00 |
| 9/15/2011 | General Ckg - ... | 9335 | Cynthia Turner | voucher#335 | A1450.1 Elect... | -25.00 |
| 9/15/2011 | General Ckg - ... | 9336 | Elfreda Stangland | voucher#336 | A1450.1 Elect... | -25.00 |
| 9/15/2011 | General Ckg - ... | 9337 | Anna Eibl | Voucher#337 | A1450.1 Elect... | -25.00 |
| 9/15/2011 | General Ckg - ... | 9338 | Stockham Lumber | Voucher#342 | A8810.4 Cem... | -21.95 |
| 9/15/2011 | General Ckg - ... | 9339 | ...G4S Secure Solutions (USA... | | A1110.4 Justi... | -1,381.11 |
| | | | | | A1010.4 Tow... | -145.38 |
| | | | | | A1220.4 Supe... | -48.46 |
| 9/15/2011 | General Ckg - ... | 9340 | Town Of Albion t&A - Vision | voucher#345 | A9060.8 Hosp... | -55.89 |
| 9/15/2011 | General Ckg - ... | 9341 | Daniel Strong | voucher#347... | B8010.4 Zoni... | -137.12 |
| 9/15/2011 | General Ckg - ... | 9342 | ...Global Equipment Company | | A1110.4A Jus... | -1,506.42 |
| | | | | | B8010.4 Zoni... | -334.88 |
| 9/15/2011 | General Ckg - ... | 9343 | ...Quill Corporation | | A1410.4 Tow... | -6.56 |
| | | | | | B8010.4 Zoni... | -14.84 |
| | | | | | A1110.4 Justi... | -6.56 |
| | | | | | A1620.4 Build... | -263.73 |
| 9/15/2011 | General Ckg - ... | 9344 | Town Of Albion t&A - Health... | voucher#351 | A9060.8A Me... | -50.00 |
| 9/15/2011 | General Ckg - ... | 9345 | Verizon | voucher#352 | A1620.4 Build... | -425.72 |
| 9/15/2011 | General Ckg - ... | 9346 | Joan H. Weet | voucher#353 | A1110.1B Jus... | -350.00 |
| 9/15/2011 | General Ckg - ... | 9347 | Edith Forbes | voucher#354 | A1110.1B Jus... | -500.00 |
| 9/15/2011 | General Ckg - ... | 9348 | ...Batavia Newspaper Corp | | A1010.4 Tow... | -10.74 |
| | | | | | B8010.4 Zoni... | -22.22 |
| | | | | | B8020.4 Plan... | -10.74 |
| **9/15/2011 - 9/15/2011** | | | | | | **-11,260.62** |

| | |
|---|---|
| **TOTAL INFLOWS** | **0.00** |
| **TOTAL OUTFLOWS** | **-11,260.62** |
| **NET TOTAL** | **-11,260.62** |
| + previous | 4732.07 |
| | 15,992.69 |

| Town of Albion General Abstract September 12, 2011 | | | | | | | |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| # | Claimant | General A | General B | Amount | Ck.# | Date | |
| 312 | Verizon | A1620.4 | | $434.08 | 9275 | 8/9/2011 | Pre-Paid |
| 313 | National Grid | A1620.4 | | $673.74 | 9311 | 8/17/2011 | Pre-Paid |
| 314 | Univera Healthcare - Group | A9060.8 | | $177.65 | Direct | 8/16/2011 | PPA |
| 315 | NYSAMCC, Inc. | A1110.4 | | $35.00 | 9312 | 8/19/2011 | Pre-Paid |
| 316 | Denise Cornick | A1110.4 | | $55.25 | | | |
| 317 | Holiday Inn Niagara Falls | A1110.4 | | $765.00 | | | |
| 318 | Jamie Bragg | A1620.4 | | $72.00 | | | |
| 319 | Osborn, Reed & Burke, LLP | A1420.4 | | $66.00 | | | |
| 320 | The ARC of Orleans Co. | A1620.4 | | $399.01 | | | |
| 321 | Baldwin Business Services | A1680.4 | | $250.00 | | | |
| | | A1670.4 | | $6.70 | | | |
| | | A1320.4 | | $50.00 | | | |
| | | A1220.4 | | $10.00 | | | |
| 322 | Bergmann Associates | | B1440.4 | $1,625.63 | | | |
| 323 | Duplication Consultants | A1620.4 | | $34.96 | | | |
| 324 | Thomas Low | | B8020.4 | $309.80 | | | |
| 325 | Stuart I Brown Associates | | B8020.4 | $1,708.00 | | | |
| 326 | Sarah Plain | A1450.1 | | $25.00 | | | |
| 327 | Lillian Neal | A1450.1 | | $25.00 | | | |
| 328 | Marilyn Champeney | A1450.1 | | $25.00 | | | |
| 329 | Inda MacFarland | A1450.1 | | $25.00 | | | |
| 330 | Pamela Bennett | A1450.1 | | $25.00 | | | |
| 331 | Barbara Revelas | A1450.1 | | $25.00 | | | |
| 332 | Helen Wilkins | A1450.1 | | $25.00 | | | |
| 333 | Eleanor Irwin | A1450.1 | | $25.00 | | | |
| 334 | Patricia Bieber | A1450.1 | | $25.00 | | | |
| 335 | Cynthia Turner | A1450.1 | | $25.00 | | | |
| 336 | Elfreda Stangland | A1450.1 | | $25.00 | | | |
| 337 | Anna Eibl | A1450.1 | | $25.00 | | | |
| 338 | MVP Healthcare | A9060.8 | | $1,730.31 | Direct | 8/29/2011 | PPA |
| 339 | National Grid | A5182.4 | | $423.07 | 9313 | 8/30/2011 | Pre-Paid |
| 340 | NYSEG | A1620.4 | | $27.17 | 9314 | 8/30/2011 | Pre-Paid |
| 341 | C&H Distributors | A1620.4 | | $1,231.05 | 9315 | 9/1/2011 | Pre-Paid |
| 342 | Stockham Lumber | A8810.4 | | $21.95 | | | |
| 343 | Window Décor | A1110.4A | | $462.75 | MYE35216 | | |
| 344 | G4S Secure Solutions | A1010.4 | | $145.38 | | | |
| | | A1220.4 | | $48.46 | | | |
| | | A1110.4 | | $1,381.11 | | | |
| 345 | CSEA Benefit Fund | A9060.8 | | $55.89 | | | |
| 346 | Baldwin Business Services | A1680.4 | | $250.00 | | | |
| | | A1670.4 | | $5.95 | | | |
| | | A1320.4 | | $50.00 | | | |
| | | A1220.4 | | $10.00 | | | |
| 347 | Daniel D. Strong | | B8010.4 | $6.30 | | | |
| 348 | Daniel D. Strong | | B8010.4 | $130.82 | | | |
| 349 | Global Equipment | A1110.4A | | $1,506.42 | | | |
| | | | B8010.4 | $334.88 | | | |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 350 | Quill Corporation | A1110.4 | | $6.56 | | | |
| | | A1620.4 | | $263.73 | | | |
| | | A1410.4 | | $6.56 | | | |
| | | | B8010.4 | $14.84 | | | |
| 351 | Health Economics Group | A9060.8A | | $50.00 | | | |
| 352 | Verizon | A1620.4 | | $425.72 | | | |
| 353 | Joan Weet | A1110.1B | | $350.00 | | | |
| 354 | Edith Forbes | A1110.1B | | $500.00 | | | |
| 355 | Mathew Bender & Co., Inc. | A1110.4 | | $46.47 | missing | | |
| 356 | Batavia Newspapers Corp. | A1010.4 | | $10.74 | | | |
| | | | B8010.4 | $22.22 | | | |
| | | | B8020.4 | $10.74 | | | |
| | | | | | | | |
| | General A Pre-Paid | $4,732.07 | | | | | |
| | General A | ~~$7,606.61~~ | 7097.39 | | | | |
| | General B | $4,163.23 | | | | | |
| | Total | ~~$16,501.91~~ | | | | | |
| | | 15,792.69 | | | | | |

# Albion: Disbursements by Account:5

9/15/2011 through 9/15/2011

9/14/2011



| Date | Account | Num | Description | Memo | Category | Amount |
|---|---|---|---|---|---|---|
| 9/15/2011 | Highway Ckg - ... | 5721 | Orleans County Machinery | voucher#153... | DB5110.4 Ge... | -3,069.85 |
| 9/15/2011 | Highway Ckg - ... | 5722 | Orleans Ford Mercury, Inc. | voucher#154... | DA5130.4 Ma... | -79.98 |
| 9/15/2011 | Highway Ckg - ... | 5723 | Tifco Industries | voucher#155... | DA5130.4 Ma... | -181.03 |
| 9/15/2011 | Highway Ckg - ... | 5724 | Day's Automotive | voucher#156... | DA5130.4 Ma... | -1,183.61 |
| 9/15/2011 | Highway Ckg - ... | 5725 | Java Farm Supply | voucher#157 | DA5130.4 Ma... | -13.13 |
| 9/15/2011 | Highway Ckg - ... | 5726 | Mike Conlon Tires & Servic... | voucher#158... | DA5130.4 Ma... | -275.00 |
| 9/15/2011 | Highway Ckg - ... | 5727 | George & Swede Sales & S... | voucher#159... | DA5130.4 Ma... | -157.94 |
| 9/15/2011 | Highway Ckg - ... | 5728 | Stephenson Equipment, Inc. | voucher#160... | DA5140.4 Mis... | -453.43 |
| 9/15/2011 | Highway Ckg - ... | 5729 | Harmco Fastener Co., Inc. | voucher#161... | DA5130.4 Ma... | -122.80 |
| 9/15/2011 | Highway Ckg - ... | 5730 | ...Town Of Albion t&A - Vision | | DA9060.8 Ho... | -18.63 |
| | | | | | DB9060.8 Ho... | -18.63 |
| 9/15/2011 | Highway Ckg - ... | 5731 | Suit-Kote Corp | Voucher#16... | DB5112.2 Ca... | -18,347.83 |
| 9/15/2011 | Highway Ckg - ... | 5732 | Arnold's Auto Parts | voucher#164 | DA5130.4 Ma... | -1,004.36 |
| 9/15/2011 | Highway Ckg - ... | 5733 | Keding Automotive Service | Voucher#165 | DA5130.4 Ma... | -65.00 |
| 9/15/2011 | Highway Ckg - ... | 5734 | ...Town Of Albion t&A - Health... | | DA9060.8B M... | -25.00 |
| | | | | | DB9060.8B M... | -25.00 |
| 9/15/2011 | Highway Ckg - ... | 5735 | Albion Automotive Supply | voucher#168 | DA5130.4 Ma... | -71.86 |
| 9/15/2011 | Highway Ckg - ... | 5736 | Tracey Road Equipment, Inc, | voucher#169... | DA5130.4 Ma... | -338.00 |
| 9/15/2011 | Highway Ckg - ... | 5737 | Albion Ace Hardware | voucher#170 | DA5130.4 Ma... | -76.59 |
| 9/15/2011 | Highway Ckg - ... | 5738 | ...American Rock Salt Compa... | | DA5142.4 Sn... | -7,796.44 |
| | | | | | DA5148.4 Sn... | -7,796.44 |
| 9/15/2011 | Highway Ckg - ... | 5739 | Barre Stone Products, Inc. | voucher#172... | DB5110.4 Ge... | -357.33 |
| 9/15/2011 | Highway Ckg - ... | 5740 | Cives Corporation | voucher#173... | DA5130.4 Ma... | -150.00 |
| **9/15/2011 - 9/15/2011** | | | | | | **-41,627.88** |

| | |
|---|---|
| **TOTAL INFLOWS** | **0.00** |
| **TOTAL OUTFLOWS** | **-41,627.88** |
| **NET TOTAL** | **-41,627.88** |
| +PREPAIDS | 1602.92 |
| | 43,228.80 |

Town of Albion Highway Abstract September 12, 2011

| # | Claimant | DB5110.4 | DB5112.2 | DA5130.4 | DA5140.4 | DA5142.4 | DA5148.4 | DA9060.8 | DB9060.8 | Ck. # | Date |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 151 | Univera Healthcare | | | | | | | $74.53 | $74.53 | Direct | 8/16/2011 |
| 152 | MVP Healthcare | | | | | | | $725.93 | $725.93 | Direct | 8/29/2011 |
| 153 | Orleans Co. Machinery | $1,882.91 | | | | | | | | | |
| 154 | Orleans Ford Mercury | | | $79.98 | | | | | | | |
| 155 | Tifco Industries | | | $181.03 | | | | | | | |
| 156 | Day's Automotive | | | $1,183.61 | | | | | | | |
| 157 | Java Farm Supply | | | $13.13 | | | | | | | |
| 158 | Mike Conlon Tires | | | $275.00 | | | | | | | |
| 159 | George & Swede | | | $157.94 | | | | | | | |
| 160 | Stephenson Equip. | | | | $96.54 | | | | | | |
| 161 | Harmco Fastener | | | $122.80 | | | | | | | |
| 162 | CSEA Benefit Fund | | | | | | | $18.63 | $18.63 | | |
| 163 | Suit-Kote Corp. | | $18,347.83 | | | | | | | | |
| 164 | Arnolds Auto Parts | | | $1,004.36 | | | | | | | |
| 165 | Keding Automotive | | | $65.00 | | | | | | | |
| | | | | | | | | DA9060.8A | DB9060.8A | | |
| 166 | Health Economics | | | | | | | $25.00 | $25.00 | | |
| 167 | Orleans Co. Machinery | $1,186.94 | | | | | | | | | |
| 168 | NAPA Auto Parts | | | $71.86 | | | | | | | |
| 169 | Tracey Road Equip. | | | $338.00 | | | | | | | |
| 170 | Albion Ace Hardware | | | $76.59 | | | | | | | |
| 171 | American Rock Salt | | | | | $7,796.44 | $7,796.44 | | | | |
| 172 | Barre Stone Product | $357.33 | | | | | | | | | |
| 173 | Viking Cives USA | | | $150.00 | | | | | | | |
| 174 | Stephenson Equip. | | | | $356.89 | | | | | | |
| | Totals | $3,427.18 | $18,347.83 | $3,719.30 | $453.43 | $7,796.44 | $7,796.44 | $844.09 | $844.09 | | |
| | Highway DA Pre-Paid | $800.46 | | | | | | | | | |
| | Highway DB Pre-Paid | $800.46 | | | | | | | | | |
| | Highway DA | $19,809.24 | | | | | | | | | |
| | Highway DB | $21,818.64 | | | | | | | | | |
| | Total | $43,228.80 | | | | | | | | | |

# Albion: Disbursements by Account:6

9/15/2011 through 9/15/2011

9/14/2011



| Date | Account | Num | Description | Memo | Category | Amount |
|---|---|---|---|---|---|---|
| 9/15/2011 | Water Ckg - 1s... | 3437 | ...Freed Maxick & Battaglia | | SW1320.4 #1 ... | -62.77 |
| | | | | | SW1320.4 #2 ... | -20.65 |
| | | | | | SW1320.4 #3 ... | -279.15 |
| | | | | | SW1320.4 #4 ... | -165.18 |
| | | | | | SW1320.4 #5 ... | -227.94 |
| | | | | | SW1320.4 #6 ... | -41.29 |
| | | | | | SW1320.4 #7 ... | -5.78 |
| | | | | | SW1320.4 #8 ... | -23.12 |
| 9/15/2011 | Water Ckg - 1s... | 3438 | ...Quill Corporation | | SW8310.4 #1 ... | -8.66 |
| | | | | | SW8310.4 #2 ... | -2.85 |
| | | | | | SW8310.4 #3 ... | -38.52 |
| | | | | | SW8310.4 #4 ... | -22.80 |
| | | | | | SW8310.4 #5 ... | -31.46 |
| | | | | | SW8310.4 #6 ... | -5.70 |
| | | | | | SW8310.4 #7 ... | -0.80 |
| | | | | | SW8310.4 #8 ... | -3.19 |
| 9/15/2011 | Water Ckg - 1s... | 3439 | ...Town Of Barre Highway | | SW8340.4 #1 ... | -58.02 |
| | | | | | SW8340.4 #3 ... | -250.21 |
| | | | | | SW8340.4 #4 ... | -151.58 |
| | | | | | SW8340.4 #5 ... | -200.17 |
| | | | | | SW8340.4 #6 ... | -39.16 |
| | | | | | SW8340.4 #7 ... | -5.08 |
| | | | | | Sw8340.4 #8 ... | -21.03 |
| 9/15/2011 | Water Ckg - 1s... | 3440 | ...National Grid | | SW8320.4 #1 ... | -21.02 |
| | | | | | SW8320.4 #2 ... | 0.00 |
| | | | | | SW8320.4 #3 ... | 0.00 |
| | | | | | SW8320.4 #4 ... | 0.00 |
| | | | | | SW8320.4 #5 ... | -21.29 |
| 9/15/2011 | Water Ckg - 1s... | 3441 | Chatfield Engineers, PC | voucher#62 | ...SW8340.4 #2 ... | -32.50 |
| **9/15/2011 - 9/15/2011** | | | | | | **-1,739.92** |

| | |
|---|---|
| **TOTAL INFLOWS** | **0.00** |
| **TOTAL OUTFLOWS** | **-1,739.92** |
| **NET TOTAL** | **-1,739.92** |
| +prepaid's | 2227.60 |
| | 3967.52 |

Town of Albion Water 1, 2, 3, 4, 5, 6, 7, 8 Abstract September, 12, 2011

| # | Claimant | WD#1 | WD#2 | WD#3 | WD#4 | WD#5 | WD#6 | WD#7 | WD#8 | Account # | Ck. # | Date |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 56 | National Grid | $21.02 | $21.02 | $30.24 | $42.90 | $21.14 | | | | SW8320.4 | 3435 | 8/17/2011 |
| 57 | Village of Albion | $32.08 | $2,059.20 | | | | | | | SW8320.4 | 3436 | 8/17/2011 |
| 58 | Freed Maxick | $62.77 | $20.65 | $279.15 | $165.18 | $227.94 | $41.29 | $5.78 | $23.12 | SW8320.4 | | |
| 59 | Quill Corp. | $8.66 | $2.85 | $38.52 | $22.80 | $31.46 | $5.70 | $0.80 | $3.19 | SW8310.4 | | |
| 60 | Town of Barre Hwy. | $58.02 | | $250.21 | $151.58 | $200.17 | $39.16 | $5.08 | $21.03 | SW8340.4 | | |
| 61 | National Grid | $21.02 | | | | $21.29 | | | | SW8320.4 | | |
| 62 | Chatfield Engineers | | $32.50 | | | | | | | SW8340.4 | | |
| | Totals | $203.57 | $2,136.22 | $598.12 | $382.46 | $502.00 | $86.15 | $11.66 | $47.34 | | | |
| | Water Pre-Paid | $2,227.60 | | | | | | | | | | |
| | Water | $1,739.92 | | | | | | | | | | |
| | Total | $3,967.52 | | | | | | | | | | |

# Albion: Disbursements by Account-GR#7:8

9/15/2011 through 9/15/2011



| Date | Account | Num | Description | Memo | Category | Amount |
|---|---|---|---|---|---|---|
| 9/15/2011 | Water Ck... | 3442 | Randsco Pipeline | voucher#3 | ...GR7-8340.4 Trans & Distr C... | -5,000.00 |
| **9/15/2011 - 9/15/2011** | | | | | | **-5,000.00** |

| | |
|---|---|
| TOTAL INFLOWS | 0.00 |
| TOTAL OUTFLOWS | -5,000.00 |
| NET TOTAL | -5,000.00 |

Town of Albion Grant # 7 Abstract September 8, 2011

| Voucher # | Claimant | Account # | Amount | Ck. # | Date | | |
|---|---|---|---|---|---|---|---|
| 3 | Randsco Pipeline | GR7-8340.4 | $5,000.00 | | | | |

Town of Albion Sewer # 1 Abstract September 12, 2011

| Voucher # | Claimant | Account # | Amount | Ck. # | Date | | |
|---|---|---|---|---|---|---|---|
| 12 | National Grid | SS1-8130.4 | $39.20 | 1111 | 8/17/2011 | Pre-Paid | |

# JOINT SERVICES AGREEMENT FOR APPRAISAL SERVICES, EXEMPTION SERVICES AND ASSESSMENT SERVICES BY THE COUNTY OF ORLEANS

THIS AGREEMENT made as of the 1st day of October, 2011, by and between the County of Orleans, organized and existing pursuant to the County Law of the State of New York, with offices at Courthouse Square, Albion, New York, (hereinafter the "County"), the Town of Albion, a municipal corporation organized and existing pursuant to the Town Law of the State of New York, with offices at 3665 Clarendon Road, Albion, New York, (hereinafter "Albion") and the Town of Gaines, a municipal corporation organized and existing pursuant to the Town Law of the State of New York, with offices at 14087 Ridge Road, Albion, New York (hereinafter "Gaines"), (collectively, the "Parties"),

WHEREAS, the County, Albion and Gaines are empowered to enter into a joint services agreement whereby the County will provide appraisal services, exemption services and assessment services to Albion and Gaines pursuant to section 1537 of the Real Property Tax Law and Article 5-G of the General Municipal Law; and

WHEREAS, the Parties entered into a Joint Services Agreement for Appraisal Services, Exemption Services and Assessment Services By the County of Orleans (hereinafter "Joint Services Agreement") made as of the 13th day of December, 2006, as authorized by County resolution number 526-1206, and

WHEREAS, the term of the said Joint Services Agreement terminates on September 30, 2011, and

WHEREAS, the Parties are desirous of continuing the existing Joint Services Agreement for an additional five year term effective October 1, 2011 and terminating on September 30, 2016 on the terms and conditions hereinafter set forth, and

WHEREAS, the terms and conditions of this Agreement have been approved by a majority vote of the Town Board of each Town and the County Legislature of the County;

The parties hereto agree as follows:

(1)(a) The County shall appraise all real property within the Towns of Albion and Gaines for assessment purposes.

(b) The County shall employ appraisers and other technical personnel to make the appraisals of such properties. No person shall be employed by the County and assigned professional appraisal duties, which relate to the assessment of real property for purposes of taxation unless such person meets the minimum qualification standards established by the New York

(4) The reasonable costs of the County in performing its obligations in accordance with this Agreement shall be billed to Gaines and Albion. Such costs shall be reviewed in July each year by the County and by the Town Boards of Gaines and Albion during the term of this Agreement. If any party hereto desires to make any amendments and modifications to the terms and provisions of this Agreement, a joint session of the parties or their designated representatives shall be held no later than the third Wednesday in July at a mutually agreeable date and time to discuss the proposed amendments and modifications. The minutes of such joint session shall become part of this Agreement.

(5) The Chief Budget Officer of the County shall determine on or before August 15 of every year of this Agreement each Town's share of the costs and expenses under this Agreement. The County shall render quarterly statements to Gaines and Albion for the amounts due hereunder during the next fiscal year, which quarterly amounts Albion and Gaines hereby agree to pay to the County no later than forty-five days from the date the quarterly statements are rendered.

(6) This Agreement shall be amended or modified only upon approval by a majority vote of the Town Board of each Town and the County Legislature of the County, except that there shall be no right of termination by any party prior to October 1 of any year.

(7) Upon the expiration of the term of the appointed assessor, or in the event the appointed assessor resigns or is otherwise unable to remain in office, the parties agree that a single individual shall be appointed within 60 days of such expiration, resignation, or removal.

(8) As provided under the existing Joint Services Agreement made as of the 13th day of December, 2006, pursuant to the provisions of section 3.(b) of Real Property Tax Law §579, all real property shall continue to be assessed at the same uniform percentage of value in all of the assessing units participating in the coordinated assessment program throughout the term of the agreement. In addition, such percentage of value shall be annually printed on the tentative assessment rolls for the participating assessing units.

(9) A copy of this Agreement shall be filed with the Commissioner of Taxation and Finance and the State Office of Real Property Tax Services on or before the taxable status date of the first assessment roll to which it is to apply.

(10) The parties hereto shall mutually agree upon a person, other than the County Director of Real Property Tax Services to perform assessment

services in accordance with this Agreement. Such person shall be approved by a majority vote of each of the parties' respective governing bodies. Such person shall be deemed the assessor or each assessing unit and shall be subject to all provisions of law pertaining to assessors.

(11) This Agreement which continues the existing Joint Services Agreement shall take effect as of October 1, 2011 and shall terminate on September 30, 2016 or until a party withdraws from the Agreement.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals the day and year first above written.

TOWN OF GAINES

Attest

By:_____
C.W. Lattin, Supervisor
Town of Gaines

_____
Gaines Town Clerk

TOWN OF ALBION

Attest

By: Judith Koehler
Judith Koehler, Supervisor
Town of Albion

Albion Town Clerk

COUNTY OF ORLEANS

Attest

By:_____
David B. Callard, Chairman
Orleans County Legislature

_____
Clerk of Legislature

APPROVED
Orleans County Legislature