February 13, 2012
Agenda

1. Call meeting to order
2. Pledge of Allegiance
3. Exit Message
4. Roll Call
5. FYI: Remind residents to sign in
6. Public Comment
7. Motion to approve agenda
8. Kaitlyn Olson – AMSA – Presentation
9. Supervisor declares Public hearing open on Water Contract.
10. Public comment
11. Resolution to adopt Water Contract.
12. Resolution to adopt the Fire Contract.
13. Resolution to approve vouchers
14. Motion to pay prior to abstract of the MVP ($3951.37) and Univera Health Care bills.
15. Motion to approve minutes of the January 23, 2012 meeting.
16. Motion to accept proposal from Bonadio Group, CPA's – Water Fund Audit - $4,500.00.
17. Adjourn

AGREEMENT FOR SALE OF SURPLUS WATER

Made this 25TH day of January, 2012 by and between the VILLAGE OF ALBION, a municipal corporation organized and existing, under the laws of the State of New York, having a principal place of business at 35-37 East Bank Street, Albion, New York hereinafter called "VILLAGE" and the TOWN OF ALBION, a municipal corporation organized and existing, under the laws of the State of New York, having a principal place of business at 3665 Clarendon Road, Albion, New York, and the TOWN OF ALBION WATER DISTRICTS and any future districts approved by the Village Board , hereinafter jointly referred to as "Town".

W I T N E S S E T H :

WHEREAS, Town represents that it has established a series of water districts, in full compliance with the laws of the State of New York; and

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

WHEREAS, Town desires to continue to purchase water from Village under certain terms and conditions, and Village has agreed at this time to sell a portion of its surplus water to the Town; and

WHEREAS, the Village of Albion, is interested in obtaining an exclusive long-term commitment for its future surplus water from the Town of Albion, to assist in long term planning and future improvements in the water system; and

WHEREAS, the parties did enter into a series of agreements for the sale of surplus water by the Village to the Town based on the development of each water district, and now the Village seeks a commitment wherein they will be the exclusive supplier of water to the Town for the term of this agreement; and

WHEREAS, the parties hereto wish to formalize by a written agreement to insure the continued availability of water to the Town and to insure the usage and demand for water to the Village 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: Town shall own, manage, operate and maintain, at its sole expense said water distribution systems. The Town shall enact and enforce the provisions of the New York State laws and sanitary code that prohibit cross connections and that require devices to prevent backflow into municipal water systems as described in.

Section 2: Extensions, expansion or repairs to Town's distribution system shall only be made with the approval of the Village and subject to the following requirements:

A. Meter Vault - in accordance with plans and specifications provided by Village, which makes no representations or warranties and assumes no obligations or liabilities by the providing of such plans and specifications at a point satisfactory to Village.

B. Water Mains and Distribution Lines - as may be required by Town from the Village transmission line on Oak Orchard Road, as a point satisfactory to Village. Town 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. Town shall at its sole expense, in a manner approved by Village, its employees or agreements, make the necessary connection with the Village transmission line, and shall give Village at least twenty-four (24) hours notice of the actual tapping and connecting with the said transmission line which operations shall be done only at a time satisfactory to Village. The Town shall not pay any Village permit or other fees for such connection.

It is understood that the Village line in which the tap is to be made is the sole conduit of water supply for the Town and that any work on such line, or affecting such line, will only be done under the conditions established by Village and with the full consent and approval of Village of all phases of such work. No work will be done on or affecting Village's transmission line(s) without approval and consent of Village.

Town shall take all steps necessary to prevent foreign matter from entering said transmission line. The Town shall not permit the transmission line to be connected or interchanged with any third party water source or supplier without the written consent of the Village. Town shall reimburse Village for any expense incurred by Village 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. Shut Off Valve of a type approved by Village between the Village transmission line and the meter vault which shut off valve shall be available at all times to the Village and all tools or implements required to operate said valve shall be provided to Village.

D. Meter of six inch diameter, or as otherwise agreed upon by the parties, bronze cased of compound type registering both high and low flows in gallons only, not cubic feet. Said meter shall also be provided with two inch bypass test connections for testing of said meter. Said meter shall be by a manufacturer approved by the Village Board and shall be installed in a manner satisfactory to Village and in such a manner as will record all flows of water into the Town's line, provided, however, that repairs to said meter and maintenance, thereof, shall be made and conducted as set forth in Section 10.

E. Additional pumps and/or treatment facilities shall be installed in Town's distribution system if required for compliance with any governmental requirements or for

the proper installation of the distribution system as deemed necessary by engineers retained by the Village.

Section 3: Village shall deliver such water as Town from time to time requires at the connection of Town's line with Village's transmission line. Water so furnished shall meet with all requirements of the State of New York Department of Health for potable water at the connection(s) with the Village transmission line. However, the failure of water so furnished to meet such requirements of said Department shall not relieve Town from payment at rates set forth herein for water delivered to Town 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 Village, it is unable to provide water to Town, Village shall not be liable for any damages or injuries resulting from such failure to Town of third parties, and such failure shall not be considered a breach of this agreement.

Section 4. It is understood the Village 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 the Village. Any sale by Town in violation of this provision may void this agreement at the option of the Village.

Section 5. The duly authorized representatives or the Village staff have the right to enter on land of the Town or lands of other to inspect water lines constructed by the Town, together with the meter and appurtenances of the water system. The Village shall recommend to the Town any changes in operating or maintenance procedures with respect to such lines, as, in the opinion of the Village, are required to conform with best water supply practice. Town shall comply as soon as reasonably practical with all such request of Village.

Section 6. Village shall furnish employees to make quarterly readings of Town's bulk water meter installed pursuant to Section 1, but not the meters metering usage by consumers of water provided by Town.

Section 7. TOWN shall pay to VILLAGE for water delivered to the lines serving TOWN, and passing through the bulk meter an initial rate of $2.86 per 1000 gallons of water. VILLAGE warrants that the rate is the same to other bulk users (TOWNS) outside the corporate limits of the Village of Albion. TOWN 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 VILLAGE to TOWN 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. Town shall pay to Village for water delivered to the lines serving Town, and passing through the bulk meter, at a rate to be determined as follows: Rate to be determined by the Village, to be applicable to bulk users outside of the corporate limits of

the Village of Albion, said rates to be set by the Village with recognition of the Town'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, the Town agrees to reimburse Village 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 Town by Village.

Section 10. The VILLAGE agrees to credit the TOWN $.50 per 1,000 gallons for the first 1,500,000 gallons of water used for flushing not to exceed $750.00 per year, provided, the TOWN notifies the VILLAGE Water Treatment Plant prior to and after flushing. TOWN must provide VILLAGE Chief Operator with monthly meter readings for flushing to receive credit for that particular billing period. Flushing will be defined as any water discharged from the TOWN'S water mains through hydrants for the sole purpose of reestablishing the water quality of the New York State Sanitary Code requirements.

Section 11. This agreement is conditioned upon the obtaining of all necessary permits, consents or approvals or any governmental agencies by Village or Town 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 12. In any emergency situation, when requested by the Town, the Village agrees if reasonably possible to assign its employees regularly utilized in the repair and maintenance of its water line within the Village, to assist in the repair and maintenance of Town'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. Town shall assign such labor and equipment as may be required at request of Village; for such work by Village, Town shall compensate Village as follows:

(a) For labor furnished, the amounts actually paid by Village, including fringe benefits to it's' 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%.

(c) Meter repair, per Section 2D, shall be made by the Village of Albion and the Town shall pay a meter rent charge for the repair and maintenance of said meter. The rate for said meter rent shall be specified in the Rate Schedule for the Village of Albion, for meters of the particular type implemented.

Section 13. The Village agrees that as part of this agreement it will undertake, conduct and report to the New York State Health Department the standard water quality tests for the Town of Albion without charge. In return the Town will use its best efforts to exempt or reduce the tax liability of the water facilities and service lines of the Village that exist in the Town of Albion. This is in recognition of an overall effort to reduce water rates for all customers of the Village of Albion Water System.

Section 14. In the event of a break in the water main or other trouble within the Town's water system, Village may temporarily shut off the delivery of water to Town, if in the opinion of Village such action is necessary to protect the overall production, transmission or distribution of water by Village until such trouble is corrected.

Section 15. Water District No. 9 of the Town of Albion will supply 4536 gallons of water per day.

Section 16. This agreement shall be in effect from the date of execution of this document and for a term of five(5) years from the date of June 1, 2011 to May 31, 2015 and may be renewed by contract for such periods 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 terms as herein provided, or for any other reason, then, in the event, the Town shall sever and disconnect its pipe line from the pipe line or lines of the Village, without any resulting claim whatsoever in favor of the Village for damage. Provided, that Town shall be responsible and liable for restoring the Village transmission line to a condition which will allow Village to transmit water without leakage and shall be liable for any resulting damage to transmission line.

Section 16. 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 17. 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. By failure of Town or Village to comply with any of the terms herein, and the declaration of a breach by the Village or Town. Notice of breaches shall be given in writing. The party in breach shall have ten (10) days to cure upon notice of the breach.

3. Failure to Town to remit payments required under this Agreement within 90 days of the date of the billing therefore, and the declaration of a breach by the Village.

4. Failure of Town to provide Village with certified copies of any resolution or other documents or information requested by Village, 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 beach by the Village.

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

Section 18. Town shall continue to give the Village of Albion 100% tax exemption on Village owned Mains and Appurtenances within the Town of Albion.

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:

Linda K Babcock

Linda Babcock – Village Clerk

VILLAGE OF ALBION:

Dean Theodorakos

Dean Theodorakos, Mayor

ATTEST:

Sarah Basinait, Town Clerk

TOWN OF ALBION:

Dennis J. Stirk, Town Supervisor

2011 -2015 FIRE CONTRACT
BETWEEN THE TOWN OF ALBION AND THE VILLAGE OF ALBION

This Agreement, made between the Town of Albion in the County of Orleans and State of New York, herein referred to as the "Town," and the Village of Albion, located in the Town of Albion in the County of Orleans, State of New York, hereinafter referred to as the "Village."

W I T N E S S E T H :

WHEREAS, there has been duly established in said Town of Albion, a fire protection district embracing all the territory within the geographic boundaries of said Town outside the incorporated limits of the Village of Albion; and

WHEREAS, following a public hearing duly called and held before the execution of this Agreement, the Town Board, of Town, duly authorized a contract with the Village for fire fighting and other emergencies to said district on the terms and provisions herein set forth; and

WHEREAS, this contract has also been duly authorized by the Board of Trustees of the Village;

WHEREAS, the term of this contract will be from January 1, 2011 to December 31, 2015.

NOW, THEREFORE, the Town does engage the Village to furnish fire fighting and other emergency services conducted by the Fire Department of Village to said district, and the Village agrees to furnish said protection in the manner following to wit:

1. The Fire Department of the Village shall at all times, during the period of this Agreement, be subject to call for attendance upon any fire or other emergency without unreasonable delay under the circumstances, with suitable apparatus and sufficient volunteer personnel of Village. Upon arriving, such personnel shall proceed diligently, and in every reasonable way, to control the fire, or other emergency and the saving of life and property in connection therewith. Nothing herein shall prohibit Village from utilizing "Mutual Aid."

2. The parties recognize that the Town has already paid the Village $98,880.00 for the provision of fire fighting and other emergency services during 2011, and that this payment represents full satisfaction of any amounts owed the Village in relation to 2011.

In consideration of such rendering of volunteer fire control or other emergency services and the providing of such equipment by Village, Town hereby agrees to pay to Village Ninety Eight Thousand Eight Hundred and Eighty ($98,880.00) Dollars by installment in the following manner:

Calendar Year	Annual Contracted Consideration	Payment Schedule
2011	$24,720.00	Due 1/01/2011
	$24,720.00	4/01/2011
	$24,720.00	7/01/2011
	$24,720.00	10/01/2011

The aforementioned sum will be paid in four (4) equal quarterly installments of Twenty Four Thousand ($24,720.00) Dollars on January 1, 2011, April 1, 2011, July 1, 2011, and October 1, 2011.

The Town shall forward the installments when due without the need of the Village formally billing the Town for the payment.

3. For the 2012 calendar year the parties have agreed that the Town will pay the Village of a total of One Hundred Two Thousand Three Hundred Forty One ($102,341.00), a 3.5% increase over the 2011 contract amount. The 3.5% is the increase for the estimated rate of inflation as per the Consumer Price Index for 2011. For 2013, 2014 and 2015, the contract amount will be annually adjusted by applying to the previous year's payment amount the Consumer Price Index (CPI) for the most recent 12-month period preceding January 1st of for the years, 2013, 2014, and 2015.

Therefore, the Town agrees to pay the Village for the 2012 calendar year $102,341.00.

Calendar Year	Annual Contracted Consideration	Payment Schedule	
2012	$25,585.25	Due	1/01/2012
	$25,585.25		4/01/2012
	$25,585.25		7/01/2012
	$25,585.25		10/01/2012

4. In the term of this contract the Town shall pay any and all claims established by law for medical expenses, loss of wages, compensation benefits or other claims rising by reason of the injury or death of a fireman or member of a fire department, fire police squad or fire patrol, sustained while answering, attending upon or returning from a call to such district, and in case Village shall be compelled or required to pay any such claim, the Town shall reimburse Village the amount paid within thirty (30) days after such payment is made.

5. Town further specifically agrees and consents that Workmen's Compensation Volunteer Firemen's Benefit or similar claims which may be submitted for injuries sustained during the performance of the services contracted for, as well as mutual aid services or emergency or ambulance services which may be rendered, although not required under this Agreement, within such district, shall also be deemed claims against Town and any claims allowed therefore shall be charged against Town only and not Village.

In the event the Orleans County Self Insurance Plan or other insuring agency is unwilling or unable to charge such claims directly to Town, Village may, based on such information as may be provided by Orleans County Self Insurance Plan or other source, bill Town for the cost finally charged against Village because of such claim. Town shall pay such claims within 60 days from the date upon which it is notified by Village by regular mail to Town. Disputes relative to the amount of such claims shall be resolved by the majority vote of a committee composed of the Supervisor of the Town, the Mayor of the Village,

and a representative of the Orleans County Self Insurance Plan or other insuring agency covering the Village's Volunteer Fireman's Benefit (Workmen's Compensation) coverage.

Failure of Town to pay such claims in a timely manner shall constitute a breach of this agreement by Town.

6. Members of the Fire Department of the Village, while engaged in the performance of their duties in answering, attending upon or returning from any call provided for by this contract, shall have the same right, privileges, and immunities as if performing the same in the Village of Albion, County of Orleans, State of New York.

7. It is further covenanted and agreed that all provisions and terms of Section 205 of the General Municipal Law as the same now exists, or as the same may hereafter be amended, during the term of the contract and any other applicable statues apply to and shall be considered as part of this contract and any other applicable statutes apply to and shall be considered as part of this contract the same as though herein set forth in full.

8. The terms of this Agreement shall be from January 1, 2011 through December 31, 2015. In the event of default by Town for more than 30 days, Village may terminate this Agreement upon fifteen (15) days written notice.

9. In the event that this Agreement is terminated before the end of any full year, the amount due and owing to the Village, shall be prorated according to the period of time such contracted services have been afforded.

10. Representatives from the Town of Albion and the Village of Albion will meet no later than June 1st of each year to review any changes to the contract including the yearly contract consideration.

11. Parties acknowledge that the Albion Fire Department is a Volunteer Fire Department and employs no paid personnel and that Village makes reasonable efforts to maintain a sufficient number of qualified volunteers to perform the services provided for herein. However, it is recognized that, as in other volunteer services, the number of active qualified volunteers has decreased. Village shall not be liable for any failure to perform the services or provide equipment provided for herein due to lack of personnel; equipment shall not be dispatched without adequate, qualified crew.

12. This Agreement is subject to the approval of the Directors of the Albion Fire Department of the Village of Albion and shall not become effective until approved by them.

13. The Village agrees it will pay to the Albion Fire Department 10% or an amount not to exceed $10,000.00 of all monies received by the Village under this Agreement. On approving this contract, the Department agrees that such monies shall be expended by it for Department purposes only.

14. Town shall locate and identify toxic, flammable, explosive, and other dangerous materials and provide Village with such information on a regular basis not less than semiannually with updates of any changes as the same take

place. Upon request of Village, Town shall arrange for inspection by Village of any such storage area.

In the event Town has failed to provide Village the above information under previous contract, Town shall provide the required information by June 30th of each year and shall timely provide such further reports as are required hereinabove. In the event of Town's failure to provide such information in a timely manner, Village may consider the same a breach of this Agreement and/or refuse to answer calls or take any other action pursuant to this Agreement.

As the five (5) year term of this Agreement expires December 31, 2015, if either party does not intend to enter into a succeeding Agreement to being January 1, 2016, that party shall, no later than June 30, 2015, advise the other of such decision. In the event the party's intend to adopt a succeeding Agreement to commence January 1, 2016, the party's shall discuss the terms and conditions of the succeeding Agreement with the intention to have such Agreement finalized and ready for adoption by each party in January or February 2016.

In Witness Whereof, the parties hereto have duly executed and delivered this Agreement, the 25th day of January, 2012.

January 23, 2012

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

Meeting called to order at 7:00 pm.

Pledge of Allegiance was said and the exit message was given.

Present were Councilperson Daniel Poprawski, Councilperson Timothy Neilans, Supervisor Dennis Stirk, Councilperson Jake Olles and Councilperson Matthew Passarell.

Supervisor Dennis Stirk: I need a motion to approve the agenda.

Motion was made by Councilperson Daniel Poprawski and was seconded by Councilperson Jake Olles to approve the agenda as published and submitted. Motion carried by the following vote:

Councilperson Daniel Poprawski, aye **Councilperson Timothy Neilans, aye**
Supervisor Dennis Stirk, aye **Councilperson Jake Olles, aye**
Councilperson Matthew Passarell, aye

Supervisor Dennis Stirk: I need a motion to open the public hearing on Local Law 1.

Motion was made by Councilperson Jake Olles and was seconded by Councilperson Daniel Poprawski to open the public hearing on Local Law #1, Highway Superintendent salary at 7:04 pm. Motion carried by the following vote:

Councilperson Daniel Poprawski, aye **Councilperson Timothy Neilans, nay**
Supervisor Dennis Stirk, aye **Councilperson Jake Olles, aye**
Councilperson Matthew Passarell, nay

Those in attendance were given the opportunity to voice their approval or disapproval of the Local Law. The Board also discussed the Local law.

Supervisor Dennis Stirk: I need a motion to close the public hearing.

Motion was made by Councilperson Daniel Poprawski and was seconded by Councilperson Jake Olles to close the public hearing on Local law #1 at 7:33 pm. Motion carried by the following vote:

Councilperson Daniel Poprawski, aye **Councilperson Timothy Neilans, aye**
Supervisor Dennis Stirk, aye **Councilperson Jake Olles, aye**
Councilperson Matthew Passarell, aye

Supervisor Dennis Stirk: I need a resolution to adopt Local law #1.

Resolution #58 Local Law #1 – Highway Superintendent Salary Increase

A Local Law to increase the annual salary of the elected Town of Albion Superintendent of Highways from $38,000.00 as provided in the Notice of Public Hearing for the Town of Albion Budget for year 2012 to $46,170.00.

Be it Enacted by the Town Board of the Town of Albion as follows:

Section 1: Purpose: The purpose of this Local law is to increase the annual salary of the elected Town of Albion Superintendent of Highways from $38,000.00 to $46,170.00 for the year 2012.

Section 2: Authority: Town Law _ 27

Section 3: Provisions: The annual salary of the Town of Albion Superintendent of Highways for year 2012 is hereby increased from $38,000.00 as provided by the Notice of Public Hearing for the Town of Albion Budget for year 2012 to $46,170.00.

Section 4: **This Local Law is adopted subject to a permissive referendum.**

Section 5: **This Local Law shall not become effective until 30 days after its adoption and upon filing with the Secretary of State provided a permissive referendum is not required by law. In the event a referendum is required by law, this Local Law will not become effective until approved by the affirmative vote of a majority of the qualified electors of the Town of Albion voting on such proposition.**

Motion was made by Councilperson Jake Olles and was seconded by Councilperson Daniel Poprawski authorizing the adoption of Local Law #1 of 2012. Resolution duly adopted by the following vote:

Councilperson Daniel Poprawski, aye **Councilperson Timothy Neilans, nay**
Supervisor Dennis Stirk, aye **Councilperson Jake Olles, aye**
Councilperson Matthew Passarell, nay

Supervisor Dennis Stirk: I need a motion to open the public hearing on Local Law #2.

Motion was made by Councilperson Jake Olles and was seconded by Councilperson Daniel Poprawski to open the public hearing on Local Law #2, Town Clerk salary, at 7:35 pm. Motion carried by the following vote:

Councilperson Daniel Poprawski, aye **Councilperson Timothy Neilans, nay**
Supervisor Dennis Stirk, aye **Councilperson Jake Olles, aye**
Councilperson Matthew Passarell, nay

Those in attendance were given the opportunity to voice their approval or disapproval of the Local Law. The Board also discussed the Local law.

Supervisor Dennis Stirk: I need a motion to close the public hearing.

Motion was made by Councilperson Daniel Poprawski and was seconded by Councilperson Jake Olles to close the public hearing on Local Law #2, Town Clerk salary, at 7:51 pm. Motion carried by the following vote:

Councilperson Daniel Poprawski, aye **Councilperson Timothy Neilans, nay**
Supervisor Dennis Stirk, aye **Councilperson Jake Olles, aye**
Councilperson Matthew Passarell, aye

Supervisor Dennis Stirk: I need a resolution to adopt local law #2.

Resolution #59 **Local Law #2, Town Clerk Salary Increase**

A Local Law to increase the annual salary of the elected Town of Albion Town Clerk from $ 20,000.00 as provided in the Notice of Public Hearing for the Town of Albion Budget for year 2012 to $31,800.00

Be it Enacted by the Town Board of the Town of Albion as follows:

Section 1: **Purpose:** **The purpose of this Local law is to increase the annual salary of the elected Town of Albion Town Clerk from $20,000.00 to $31,800.00 for the year 2012.**

Section 2: **Authority:** **Town Law _ 27**

Section 3: **Provisions:** **The annual salary of the Town of Albion Town Clerk for year 2012 is hereby increased from $20,000.00 as provided by the Notice of Public Hearing for the Town of Albion Budget for year 2012 to $31,800.00.**

Section 4: **This Local Law is adopted subject to a permissive referendum.**

Section 5: **This Local Law shall not become effective until 30 days after its adoption and upon filing with the Secretary of State provided a permissive referendum is not required by law. In the event a referendum is required by law, this Local Law will not become effective until approved by the affirmative vote of a majority of the qualified electors of the Town of Albion voting on such proposition.**

Motion was made by Councilperson Jake Olles and was seconded by Councilperson Daniel Poprawski authorizing the adoption of Local Law #2, Town Clerk Salary Increase. Resolution duly adopted by the following vote:

Councilperson Daniel Poprawski, aye **Councilperson Timothy Neilans, nay**
Supervisor Dennis Stirk, aye **Councilperson Jake Olles, aye**
Councilperson Matthew Passarell, nay

Supervisor Dennis Stirk: I need a motion to adjourn the public hearing on the Fire contract.

Motion was made by Councilperson Daniel Poprawski and was seconded by Councilperson Jake Olles to adjourn the public hearing on the Fire contract until February 13, 2012 at 7:00 pm. Motion carried by the following vote:

Councilperson Daniel Poprawski, aye **Councilperson Timothy Neilans, aye**
Supervisor Dennis Stirk, aye **Councilperson Jake Olles, aye**
Councilperson Matthew Passarell, aye

Supervisor Dennis Stirk: I need a resolution to approve the vouchers.

Resolution #60 Payment of Claims

Whereas, the following are against the Town:

General A & B #'s – 23 – 44 & 46 – 53	**$ 30,391.82**
Highway DA & DB #'s – 11 – 16	**$ 3,105.51**
Water Districts #'s – 5 – 8	**$ 41,949.85**
Grant #9 #1	**$ 4,101.00**
Sewer #1 #1	**$ 38.64**
For a grand total of	**$ 79,586.82**

Motion was made by Councilperson Daniel Poprawski and was seconded by Supervisor Dennis Stirk authorizing payment of the above listed claims excluding voucher #45. Resolution duly adopted by the following vote:

Councilperson Daniel Poprawski, aye **Councilperson Timothy Neilans, aye**
Supervisor Dennis Stirk, aye **Councilperson Jake Olles, aye**
Councilperson Matthew Passarell, aye

Supervisor Dennis Stirk: I need a motion to prepay the health care bills.

Motion was made by Councilperson Daniel Poprawski and was seconded by Councilperson Matthew Passarell authorizing the payment prior to abstract of the MVP ($3,951.37) and the Univera health care bills. Motion carried by the following vote:

Councilperson Daniel Poprawski, aye **Councilperson Timothy Neilans, aye**
Supervisor Dennis Stirk, aye **Councilperson Jake Olles, aye**
Councilperson Matthew Passarell, aye

Supervisor Dennis Stirk: I need a motion for the December 12th minutes.

Motion was made by Councilperson Timothy Neilans and was seconded by Councilperson Matthew Passarell approving the minutes of Decemeber 12th, 2011 as published and submitted. Motion carried by the following vote:

Councilperson Daniel Poprawski, aye **Councilperson Timothy Neilans, aye**
Supervisor Dennis Stirk, aye **Councilperson Jake Olles, abstain**
Councilperson Matthew Passarell, aye

Supervisor Dennis Stirk: I need a motion for the December 30th minutes.

Motion was made by Councilperson Timothy Neilans and was seconded by Supervisor Dennis Stirk approving the minutes of Decemeber 30th, 2011 as published and submitted. Motion carried by the following vote:

Councilperson Daniel Poprawski, aye
Supervisor Dennis Stirk, aye
Councilperson Matthew Passarell, aye
Councilperson Timothy Neilans, aye
Councilperson Jake Olles, abstain

Supervisor Dennis Stirk: I need a motion for the January 5th minutes.

Motion was made by Councilperson Jake Olles and was seconded by Supervisor Dennis Stirk approving the minutes of January 5th, 2011 as published and submitted. Motion carried by the following vote:

Councilperson Daniel Poprawski, aye
Supervisor Dennis Stirk, aye
Councilperson Matthew Passarell, aye
Councilperson Timothy Neilans, aye
Councilperson Jake Olles, aye

Supervisor Dennis Stirk: I need a motion to reappoint David Cristofaro to the Planning Board.

Motion was made by Councilperson Daniel Poprawski and was seconded by Councilperson Jake Olles to reappoint David Cristafaro to the Town of Albion Planning Board for a term of 5 years ending December 31, 2016. Motion carried by the following vote:

Councilperson Daniel Poprawski, aye
Supervisor Dennis Stirk, aye
Councilperson Matthew Passarell, nay
Councilperson Timothy Neilans, nay
Councilperson Jake Olles, aye

Supervisor Dennis Stirk: I need a motion to reappoint Katherine Marks to the Zoning Board.

Motion was made by Councilperson Jake Olles and was seconded by Supervisor Dennis Stirk to reappoint Katherine Marks to the Town of Albion Zoning Board for a term of 5 years ending December 31, 2016. Motion carried by the following vote:

Councilperson Daniel Poprawski, aye
Supervisor Dennis Stirk, aye
Councilperson Matthew Passarell, aye
Councilperson Timothy Neilans, aye
Councilperson Jake Olles, aye

Supervisor Dennis Stirk: I need a motion to dispose of the obsolete office equipment in the vault.

Motion was made by Councilperson Daniel Poprawski and was seconded by Councilperson Jake Olles authorizing the disposal of the obsolete office equipment in the vault. Motion carried by the following vote:

Councilperson Daniel Poprawski, aye
Supervisor Dennis Stirk, aye
Councilperson Matthew Passarell, aye
Councilperson Timothy Neilans, aye
Councilperson Jake Olles, aye

Supervisor Dennis Stirk: I need a motion to scrap the old voting machines.

Motion was made by Supervisor Stirk and was seconded by Councilperson Daniel Poprawski authorizing Highway Superintendent Jed Standish to dispose of the old voting machines. Motion carried by the following vote:

Councilperson Daniel Poprawski, aye
Supervisor Dennis Stirk, aye
Councilperson Timothy Neilans, aye
Councilperson Jake Olles, aye

Councilperson Matthew Passarell, aye

Supervisor Dennis Stirk: I need a motion to recess.

Motion was made by Councilperson Jake Olles and was seconded by Supervisor Dennis Stirk to recess the meeting for ten minutes to sign the student's papers at 8:01 pm. Motion carried by the following vote:

Councilperson Daniel Poprawski, aye
Supervisor Dennis Stirk, aye
Councilperson Matthew Passarell, aye
Councilperson Timothy Neilans, aye
Councilperson Jake Olles, aye

Motion was made by Councilperson Timothy Neilans and was seconded by Councilperson Matthew Passarell to reopen the meeting at 8:06 pm. Motion carried by the following vote:

Councilperson Daniel Poprawski, aye
Supervisor Dennis Stirk, aye
Councilperson Matthew Passarell, aye
Councilperson Timothy Neilans, aye
Councilperson Jake Olles, aye

Supervisor Dennis Stirk: We need more information on item number 24. I need a motion to table it.

Motion was made by Councilperson Daniel Poprawski and was seconded by Supervisor Dennis Stirk to table the proposal from Stuart Brown and Associates for Water District 10 until more information is received regarding the proposed district. Motion carried by the following vote:

Councilperson Daniel Poprawski, aye
Supervisor Dennis Stirk, aye
Councilperson Matthew Passarell, aye
Councilperson Timothy Neilans, aye
Councilperson Jake Olles, aye

Supervisor Dennis Stirk: I need a motion to appoint Seth to Deputy Highway Superintendent.

Motion was made by Councilperson Jake Olles and was seconded by Councilperson Daniel Poprawski appointing Seth Dumrese as Deputy Highway Superintendent for 2012 at a yearly salary of $750.00. Motion carried by the following vote:

Councilperson Daniel Poprawski, aye
Supervisor Dennis Stirk, aye
Councilperson Matthew Passarell, nay
Councilperson Timothy Neilans, nay
Councilperson Jake Olles, aye

Supervisor Dennis Stirk: I need a motion approving Denise's schooling.

Motion was made by Councilperson Jake Olles and was seconded by Councilperson Matthew Passarell authorinzing the attendance of Denise Cornick, Court Clerk, at the 2012 Training school at a cost not to exceed $1,150.00. Motion carried by the following vote:

Councilperson Daniel Poprawski, aye
Supervisor Dennis Stirk, aye
Councilperson Matthew Passarell, aye
Councilperson Timothy Neilans, aye
Councilperson Jake Olles, aye

Supervisor Dennis Stirk: I need a motion to close and enter executive session.

Motion was made by Councilperson Jake Olles and was seconded by Councilperson Matthew Passarell to close the meeting and enter executive session for a personnel issue at 8:10 pm. Motion carried by the following vote:

Councilperson Daniel Poprawski, aye
Councilperson Timothy Neilans, aye

Supervisor Dennis Stirk, aye
Councilperson Jake Olles, aye
Councilperson Matthew Passarell, aye

THE BONADIO GROUP
CPAs, Consultants & More

January 13, 2012

Mr. Dennis J. Stirk, Town Supervisor
Town of Albion
3665 Clarendon Road
Albion, New York 14411

Dear Mr. Stirk:

It is The Bonadio Group's ("TBG") pleasure to submit this proposal for providing professional services to the Town of Albion, New York ("The Town").

TBG founded in 1978 in Rochester, NY with two partners and one part-time employee, has grown to be the largest independent provider of accounting, business advisory and financial services in Upstate New York. TBG now currently employs over 330 personnel, including a governmental client service group consisting of twelve partners, eight principals, five managers, and numerous staff accountants. The Rochester office would be handling the Town's engagement. Firm wide, there are over 100 seniors and staff accountants available to serve our municipal client base.

We serve municipalities that desire quality professional accounting advice at a reasonable cost, and who need personalized and timely services. TBG provides an environment where creative, people-oriented professionals practice accounting without some of the constraints inherent in very large firms. We believe that our size is a reflection of the outstanding service level we provide to all our clients. It is this combination that has made us successful and is responsible for our growth.

We provide highly technical and quality service commensurate with that of the largest certified public accounting firms. However, we are able to respond quickly and personally to the needs of our clients because we are structured to service our clients in this way. You will interact regularly with our most experienced personnel, i.e., partners, principals, and managers. This is in sharp contrast to the national accounting firms where involvement of their most experienced personnel is limited.

As with all our governmental clients, we have considered the Town's specified needs and have assembled a team of professionals and developed an approach to providing the services that the Town desires.

We are proposing to provide the Town an audit of the Town's water fund financial statements, to satisfy the reporting requirements of the USDA Rural Development, in accordance with generally accepted auditing standards for financial statements set forth by the American Institute of Certified Public Accountants and the standards for financial audits set forth in *Government Auditing Standards*, as of and for the year ending December 31, 2011.

Our fee for the water fund audit will be $4,500.

171 Sully's Trail
Pittsford, NY 14534
p (585) 381-1000
f (585) 381-3131

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PERRY • GENEVA

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