April 9, 2012
Regular Meeting

Agenda

1. Call meeting to order
2. Pledge of Allegiance
3. Exit Message
4. Roll Call
5. FYI – Remind residents to sign attendance sheet
6. FYI – Department head reports on file in the Clerk's Office
7. Public Comment
8. Village of Albion – Dean Theodorakas – Parks and Recreation
9. Contract for Shared Services – Highway Departments- County, Towns and Villages
10. Motion to approve minutes of the March 12, 2012 meeting.
11. Resolution to approve vouchers
12. Motion to pay prior to abstract of the MVP ($4,644.59) and Univera ($425.31).
13. Motion to accept the SEQR for the Rezoning of the Breuilly parcel.
14. Board of Assessment Review Appointment
15. Zoning Board of Appeals Alternate Appointment
16. Resolution to purchase 2012 Chevrolet 2500 HD 4 WD Truck w/plow as per State bid.
17. Resolution to accept proposal from Bonadio Group for the year 2012 for a single audit as per Rural Development requirements.
18. Motion to reappoint Jean Smith to the Board of Assessment Review for a 5 year term ending 09-30-2016.
19. Adjourn

Village of Albion
Bullard Park Concept Plan
February 8, 2012

Phase 1 Estimated Manhours

Task	Project Manager	Project Engineer	Project Technician
1. Programming and Schematic Design			
Meetings (2) with Park Committee and Village Board	4	2	0
Preparation of Schematic Site Plan	6	16	14
Preparation of Preliminary Cost Estimate	2	2	2
Coordination & Administration	2	2	0
Phase 1 Sub-Total Hours =	**14**	**22**	**16**

Phase 1 Estimated Engineering/Architectural Fee's

Task	Hours	Hourly Rate	Total Amount
1. Programming and Schematic Design			
Project Manager	14	$90.00	$1,260.00
Project Engineer	22	$62.00	$1,364.00
Technician	16	$50.00	$800.00
		Phase 1 Total Amount =	**$3,424.00**

Phase 2 Estimated Manhours

Task	Project Manager	Project Engineer	Project Technician
1. Programming and Schematic Design			
Meetings (1) with Park Committee and Village Board	2	2	0
Preparation of Schematic Architectural Plans	4	16	10
Preparation of Preliminary Cost Estimate	2	2	2
Preparation of Preliminary Engineering Report	2	8	2
Coordination & Administration	2	2	2
Phase 2 Sub-Total Hours =	**12**	**30**	**16**

Phase 2 Estimated Engineering/Architectural Fee's

Task	Hours	Hourly Rate	Total Amount
1. Programming and Schematic Design			
Project Manager	12	$90.00	$1,080.00
Project Engineer	30	$62.00	$1,860.00
Technician	16	$50.00	$800.00
		Phase 2 Total Amount =	**$3,740.00**

G. PARKS AND RECREATION

1. Village of Albion

Parks in the Village of Albion include Bullard Park, on East Avenue at Clarendon Street, Carosoll Park, at the intersection of Ingersoll and Caroline Streets, and Waterman Park, at the site of a downtown building that burned and was removed on Platt Street. Table 2-13 lists the public parks in the Village of Albion.

TABLE 2-13

PUBLIC PARKS: VILLAGE OF ALBION

Name	Location	Facilities	Approx.
Bullard Park	East Avenue at Clarendon Street	Athletic Fields and equipment; picnic areas	26 acres
Carosoll Park	Ingersoll St. at Caroline St.	Play equipment; picnic area	1/2 acre
Waterman Park	North Main Street	Sitting areas	<1/4
Lafayette Park	Between Park Street & State Street	Sitting areas; play equipment	1/2 acre
Veterans Park	Southeast of the intersection of Linwood & Brown Streets	Play equipment	1 acre
Sandstone Park	Off E. State Street, north of railroad	Baseball and other sports fields	45 acres
Canalside Park	South side of Erie Canal	Sitting area; boat tie-ups	<1/4

In addition, the Firemen's Recreation Fields are located in the Village, north and west of the intersection of Washington and King Streets. A new football field is planned to be built on land off Washington Street.

The Village employs a Parks Superintendent who is responsible for maintaining the Village parks, organizing programs, and recommending operational policies and facilities improvements.

Neighboring towns participate with the Village and the members of a Recreation Commission. These communities contribute funds annually to support programs held at Bullard Park in the Village.

A half day summer recreation program is offered for elementary school aged children. Occasional programs are organized for teens, including touch football and basketball.

A non-profit organization called "Friends of Bullard Park" has been established to raise funds for park improvements and activities by selling advertisements on the outfield fences at the ballfields.

St. Joseph's owns and maintains a playground adjacent to the church on East Park Street.

Facilities at the Albion High School campus include playing fields, playgrounds, and a swimming pool, which are open to the public when they are not being used for school programs.

Existing parks and recreation facilities in the Village are shown in Figure 2-14.

2. Town of Albion

The "Midget Baseball" league holds games at fields on Clarendon Street, east of the Town Hall. These fields are privately owned. The league is managed by a not-for-profit organization.

Soccer leagues coordinated by American Youth Soccer, a not-for-profit organization, use privately owned fields on Gaines Basin Road as well as in other locations in the Town of Albion.

Public and private recreational facilities in the Towns of Albion and Barre are shown in Figure 2-15.

3. Town of Barre

No Town owned parks currently exist in the Town of Barre. An appointed Recreation Committee has proposed the acquisition of 46 acres of land just north of the Hamlet of Barre Center, on the west side of Route 98.

Privately owned land offered for use by youth sports are located at the West Barre United Methodist Church, and Nesbitt's on Maple Street.

The Albion Sportsmen's Club and the Albion Rod and Gun Club offer hunting areas and related activities. Archery activities are available at Barre Sports Club, a private commercial facility.

Tripi Foods operates a private recreation and conference center on Drake Island Road Extension. The Four Seasons retreat center is located on White Road in the Town of Barre.

4. Regional Resources

Specialized recreation available to residents of Albion and Barre include boating and fishing on Lake Ontario, and hunting at Iroquois National Wildlife Refuge and on private lands. Ontario County operates a Marine Park along Oak Orchard River at the Lake Ontario State Parkway (Route 18) in the Town of Carlton, where visitors may rent boats. Lakeside Beach State Park in the Town of Carlton offers swimming, camping and picnic facilities.

INTERMUNICPAL AGREEMENT
PARKS AND RECREATION

THIS AGREEMENT made this 13th day of ~~August~~ September, 2010 by and between the Village of Albion with its principal place of business located at 35-37 East Bank Street, Albion, New York hereinafter referred to as "Village" and the Town of Albion with its principal place of business located at 3665 Clarendon Road, Albion, New York, hereinafter referred to as "Town".

WITNESSETH

WHEREAS, the Village has an established Parks and Recreation Committee comprised of six (6) individuals and the Recreation Director who were approved to said committee upon recommendation of the Mayor and approval of the Village of Albion Board of Trustees; and

WHEREAS, at least five (5) of the members of the Parks and Recreation Committee are and will be residents of the Village; and

WHEREAS, the Parks and Recreation Committee are charged with the oversight of the operation and maintenance of the park facilities and programs conducted at the various parks throughout the spring, summer and fall seasons when the parks are open to the general public; and

WHEREAS, the Parks and Recreation Committee also makes recommendations to the Village Board of Trustees as to the improvements to the park facilities, program implementation; and

WHEREAS, the parks presently maintained by the Village and open to the public are:

- Veterans Park (Linwood Avenue and Brown Street);
- Carisol Park (Caroline Street and Ingersoll Street);
- Lafayette Park (Park Street and State Street);
- St. Joseph's Park (Clinton Street and Beaver Street);
- Bullard Park (East Avenue); and

WHEREAS, approximately 80% of the Village residents live within the Town; and

WHEREAS, the Town recognizes the need of the Village for financial assistance to better maintain the grounds, equipment, and programs of the parks located within both the Town and Village; and

WHEREAS, the Town wishes to make a financial contribution annually to assist the Village defray the costs of capital improvement of the parks; and

WHEREAS, the Village in consideration of the financial contributions made by the Town does agree to appoint annually to the Recreation Committee a representative of the Town who will be chosen by the Town; and

WHEREAS, the Town representative to the Recreation Committee will assume the same privileges and duties as those members of the Committee who are appointed by the Village; and

WHEREAS, the annual contributions made by the Town to the Village are in compliance with Article 5G of the General Municipal Law as it is the goal of the Town and Village to share in the cost of capital improvements of the parks;

NOW, THEREFORE, it is agreed by the Town and Village

1. Effective September 15, 2010 the Town will contribute on an annual basis a sum to be utilized by the Village to defray the costs of capital improvements made by the Village to the parks and recreation facilities and equipment;

2. For the 2010 the Town will contribute Four Thousand ($4,000.00) that will be used solely to update the skate board park at Bullard park only.

3. For 2011 the Town pledges to contribute Six Thousand ($6,000.00) Dollars.

4. Future contributions by the Town will be determined by the Town depending on its annually budget.

5. In consideration of the annual contribution made by the Town to the Village the Village shall appoint to the Recreation Committee an individual recommended to the Village by the Town who will fill one of the six (6) positions on the Recreation Committee; for years 2010 and 2011 and all future years that the Town contributes to the Park and Recreation budget.

6. The Town representative to the Recreation Committee will assume the same duties and privileges as the committee members appointed by the Village. On or before March 1st of each year the Village upon request of the Town will inform the Town of the planned capital improvement projects for the parks so that the Town will have some idea as to how its contribution will be utilized;

7. It is the intent of the Village to utilize those contributions made by the Town towards those capital projects recommended by the Town's representative appointed to the Recreation committee.

8. This Agreement will automatically renew September 15th of each year until either the Town or Village terminate the agreement. Termination of this agreement may be made on sixty (60) days written notice to the other party.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement this 15th day of ~~August~~ September, 2010.

Village of Albion

By: Dean Theodorakos, Mayor

Town of Albion

By: Judith Koehler, Town Supervisor

GENERAL FUND APPROPRIATIONS - TOWN OUTSIDE VILLAGE

ACCOUNTS	CODE	ACTUAL LAST YEAR 2010	BUDGET THIS YEAR AS AMENDED 2011	BUDGET OFFICERS TENTATIVE BUDGET 2012	PRELIMINARY BUDGET 2012	ADOPTED 2012
ECONOMIC ASSISTANCE AND OPPORTUNITY						
VETERANS						
Personal Services	B6510.4					
Equipment	B6510.2					
Contractual Exp.	B6510.4		1,000.00	1,000.00	1,000.00	1,000.00
TOTAL		0.00	1,000.00	1,000.00	1,000.00	1,000.00
CULTURE - RECREATION						
OCEDA_LDC	A6989.4	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
EDA	A6989.4A				2,500.00	2,500.00
TOTAL		10,000.00	10,000.00	10,000.00	12,500.00	12,500.00
PARKS						
Personal Services	B7110.1					
Equipment	B7110.2					
Contractual Exp.	B7110.4					
TOTAL		0.00	0.00	0.00	0.00	0.00
PLAYGROUNDS AND RECREATIONAL CENTERS						
Personal Services	B7140.1					
Equipment	B7140.2					
Contractual Exp.	B7140.4					
TOTAL		0.00	0.00	0.00	0.00	0.00
YOUTH PROGRAMS						
Personal Services	B7310.1					
Equipment	B7310.2					
Contractual Exp.	B7310.4	4,000.00	6,000.00		10,000.00	10,000.00
TOTAL		4,000.00	6,000.00	0.00	10,000.00	10,000.00
LIBRARY						
Contractual Exp.	B7410.4					
HOME AND COMMUNITY SERVICES						
CODE ENFORCEMENT OFFICER II						
Personal Services	B8010.1	40,313.00	45,500.00	43,000.00	43,000.00	43,000.00
Clerk Services	B8010.1A					
Zoning Board	B8010.1AA	1,350.00	1,350.00	1,350.00	1,350.00	1,350.00
Deputy Services	B8010.1B					
Equipment - Computer	B8010.2		2,000.00	500.00		
Contractual Exp.	B8010.4	3,636.00	5,000.00	5,000.00	5,000.00	5,000.00
TOTAL		45,299.00	53,850.00	49,850.00	49,350.00	49,350.00
PLANNING						
Personal Services	B8020.1	3,400.00	3,500.00	3,500.00	3,500.00	3,500.00
Clerk Services	B8020.1A	500.00	500.00	500.00	500.00	500.00
Equipment	B8020.2					
Contractual Exp.	B8020.4	1,486.00	18,700.00	13,500.00	2,000.00	2,000.00
Planning & Development	B8020.4B				10,000.00	10,000.00
TOTAL		5,386.00	22,700.00	17,500.00	16,000.00	16,000.00

CONTRACT FOR SHARED HIGHWAY SERVICES

1. For the purposes of this contract, the following terms shall be defined as follows:

   a) "Municipality" shall mean any county, town or village which has agreed to be bound by a contract for shared services or equipment similar in terms and effect with the contract set forth herein, and has filed a copy of said contract with the clerk of the undersigned county/town or village.

   b) "Contract" shall mean the text of this agreement which is similar in terms and effect with comparable agreements, notwithstanding that each such contract is signed only by the Chief Executive Officer of each participating municipality filing the same, and upon such filing each filing municipality accepts the terms of the contract to the same degree and effect as if each Chief Executive Officer had signed each individual contract.

   c) "Shared Service" shall mean any service provided by one municipality for another municipality that is consistent with the purposes and intent of this contract and shall include but shall not be limited to:

      i. The renting, exchanging, or lending of highway machinery, tools and equipment, with or without operators;
      ii. The borrowing or lending of supplies between municipalities on a temporary basis conditioned upon the replacement of such supplies or conditioned upon the obtaining of equal value through the provision of a service by the borrower or by the lending of equipment by the borrower, the value of which is equal to the borrowed supplies;
      iii. The providing of a specific service for another municipality, conditioned on such other municipality providing a similar service, or a service of equal value, in exchange.
      iv. The maintenance of machinery or equipment by a municipality for other municipalities.

   d) "Superintendent" shall mean; in the case of a county, the county superintendent of highways, or the person having the power and authority to perform the duties generally performed by county superintendents of highways; in the case of a town, the town superintendent of highways; in the case of a village, the superintendent of public works.

2. The undersigned municipality has caused this agreement to be executed and to bind itself to the terms of this contract and it will consider this contract to be applicable to any municipality which has approved a similar contract and filed such contract with the clerk of the undersigned municipality.

3. The undersigned municipality by this agreement grants unto the superintendent, the authority to enter into any shared service arrangements with any other municipality or other municipalities subject to the following terms and conditions:

a) The Town of Albion agrees to rent or exchange or borrow from any municipality any municipality any and all materials, machinery and equipment, with or without operators, which it may need for the purposes of the county/town/village. The determination as to whether such machinery, with or without operators, is needed by the county/town/village shall be made by the Superintendent. The value of materials or supplies borrowed from another municipality under this agreement may be returned in the form of similar types and amounts of materials or supplies, or by the supply of equipment or the giving of services of equal value, to be determined by mutual agreement of the respective superintendents.

b) The Town of Albion agrees to rent, exchange or lend to any municipality any and all materials, machinery and equipment, with or without operators, which such municipality may need for its purposes. The determination as to whether such machinery of material is available for renting, exchanging or lending shall be made by the superintendent. In the event the superintendent determines that it will be in the interests of the Town of Albion to lend to any other municipality, the Superintendent is hereby authorized to lend to another municipality. The value of supplies or materials loaned to another municipality may be returned to the Town of Albion by the borrowing municipality in the form of similar types and amounts of materials or supplies, or by the use of equipment or receipt of services of equal value, to be determined by the respective superintendents.

c) The Town of Albion agrees to repair or maintain machinery or equipment for any county/town/village under terms that may be agreed upon by the superintendent, upon such terms as may be determined by the superintendent.

d) An operator of equipment rented or loaned to another municipality, when operating such equipment for the borrowing municipality, shall be subject to the direction and control of the Superintendent of the borrowing municipality in relation to the manner in which the work is to be completed. However, the method by which the machine is to be operated shall be determined by the operator.

e) When receiving the services of an operator with a machine or equipment, the receiving Superintendent shall make no request of any operator which would be inconsistent with any labor agreement that exists for the benefit of the operator in the municipality by which the operator is employed.

f) The lending municipality shall be liable for any negligent acts resulting from the operation of its machinery or equipment by its own operator. In the event damages are caused as a result of directions given to perform work, then the lending municipality shall be held harmless by the borrowing municipality.

g) Each municipality shall remain fully responsible for its own employees, including salary, benefits and workers compensation.

4. The renting, borrowing or leasing of any particular piece of machinery or equipment, or the exchanging or borrowing of materials or supplies, or the providing of a specific service shall be evidenced by the signing of a memorandum by the Superintendent. Such memorandum may be delivered to the other party via mail, personal delivery or by facsimile machine. In the event,

there is no written acceptance of the memorandum, the using of the machinery, the receipt of the materials or supplies or the acceptance of the offer to rent, exchange or lend.

5. In the event a municipality wishes to rent machinery or equipment from another municipality or in the event a municipality wishes to determine the value of such renting for purposes of exchanging shared services of a comparable value, it is agreed that the value of the shared service shall be set forth in the memorandum.

6. All machinery and the operator, for purposes of workers compensation, liability and any other relationship with third parties, except as provided in paragraph "e" of section "3" of this agreement, shall be considered the machinery of and the employee of the municipality owning the machinery and equipment.

7. In the event machinery or equipment is being operated by an employee of the owning municipality is damaged or otherwise in need of repair while working for another municipality, the municipality owning the machinery or equipment shall be responsible to make or pay for such repairs which are due to negligence not normal wear and tear. In the event machinery or equipment is operated by an employee of the borrowing, receiving or renting municipality, such municipality shall be responsible for such repairs.

8. Records shall be maintained by each municipality setting forth all machinery rentals, exchanges, borrowings or other shared services. Such records will be available for inspection by any municipality which has shared services with such municipality.

9. In the event any dispute arises relating to any shared service, and in the event such dispute cannot be resolved between the parties, such dispute shall be subject to mediation.

10. Any party to this contract may revoke such contract by filing a notice of such revocation. Upon the revocation of such contract, any outstanding obligations shall be settled within thirty days of such revocation unless the parties with whom an obligation is due agree in writing to extend such date of settlement.

11. Any action taken by the Superintendent pursuant to the provisions of this contract shall be consistent with the duties of such official and expenditures incurred shall not exceed the amounts sent forth in the county/town/village budget for highway purposes.

12. The record of all transactions that have taken place as a result of the Town of **Albion** participating in the services afforded by this contract shall be kept by the superintendent and a statement thereof, in a manner satisfactory to the county/town/village governing board, shall be submitted to the county/town/village board semiannually on or before the first day of June and on or before the first day of December of each year following the filing of the contract, unless the county/town/village board requests the submission of records at different times and dates.

13. If any provision of this agreement is deemed to be invalid or inoperative for any reason, that part shall be deemed modified to the extent necessary to make it valid and operative, or if it cannot be so modified, then severed and the remainder of the contract shall continue in full

force and effect as if the contract had been signed or filed with the designated filing agent with the invalid portion so modified or eliminated.

14. This contract shall be reviewed each year by the Town of **Albion** and shall expire five years from the date of its signing by the Chief Executive Officer. The Town of **Albion** board may extend or renew this contract at the termination thereof for another five-year period.

IN WITNESS WHEREOF, the said Town of **Albion** has by order of the Town Board, caused these presents to be subscribed by the Chief Executive Officer, and the seal of the Town to be affixed and attested by the Clerk thereof, this _____ day of _____, _____ (year).

Town of **ALBION**

By: _____ (Signature)

County of Orleans

_____ (Chairman of the Legislature)

Signature

March 12, 2012

Town of Albion regular Town Board meeting 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.

The residents were given an opportunity to comment.

Supervisor Dennis Stirk: I need approval for the agenda.

Motion was made by Councilperson Daniel Poprawski and was seconded by Councilperson Jake Olles to approve the agenda. 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: We will now open the public hearing on the Rezoning.

Daniel Strong, Code Enforcement Officer, explained the reason for the rezoning and the recommendation of the Orleans County Planning Board.

Supervisor Dennis Stirk: We will close the public hearing on the rezoning. I need a resolution for the rezoning.

Resolution #69 Rezoning – Parcel 73.-2-35.1

WHEREAS the Harold Bruilly Trust by its Trustee, Charles Bruilly, petitioned to have the Town of Albion Zoning Map amended by changing the Zoning classification of a vacant parcel of real property measuring 100' x 470.28' situate on Allen Road being Tax Map No. 73-2-35.1 from R-1 (Residential) to LI (Light Industrial) and

WHEREAS the Petition was duly considered by the Town of Albion Planning Board at its 2/1/2012 regular meeting which determined the request to be in harmony with the current comprehensive plan and recommended approval of the same by the Town Board and

WHEREAS the Petition and recommendation of the Town of Albion Planning Board were duly considered by the Orleans County Planning Board at its meeting held Feb. 23, 2012 and the request approved and

WHEREAS, a notice of public hearing having been duly published, a public hearing was held by the Town Board at the Town Hall on 3/12/2012 and no one opposing the same having appeared,

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Albion, having duly considered the Petition hereby grants the same and hereby rezones real property parcel Tax Map No. 73-2-35.1 from R-1 (Residential) to LI (Light Industrial) pursuant to the recommendation of the Town of Albion Planning Board, amends the Zoning Map accordingly and adopts the attached legal description as the exterior boundary of the Light Industrial Zone, as modified by the rezoning.

BOUNDRY DESCRIPTION
FOR THE TOWN OF ALBION
LIGHT INDUSTRIAL ZONING DISTRICT

March 12, 2012

ORLEANS COUNTY, NEW YORK

The Town of Albion Light Industrial (LI) Zoning District (2012 Modification) shall have an exterior boundary described as follows:

Beginning at a point, said point being the intersection of the centerline of Allen Road with the centerline of Oak Orchard Road (NYS Rt. 98); thence

1. Southerly, 5,590 feet more or less, along the centerline of Oak Orchard Road to a point, said point being the intersection of the centerline of Oak Orchard Road with the centerline of West County House Road; thence

2. Westerly, 710 feet more or less, along the centerline of West County House Road to a point, said point being the intersection of the centerline of West County House Road with a southerly extension of the westerly property line of Tax Account No. 73-2-34; thence

3. Northerly, 5,050 feet more or less, along a southerly extension of the westerly property line of Tax Account No. 73-2-34 and parallel to Oak Orchard Road to a point, said point being the southwesterly property corner of Tax Account No. 73-2-34 and on the northerly property line of Tax Account No. 73-2-47; thence

4. Easterly, 204 feet more or less, along the northerly property line of Tax Account No. 73-2-47 to a point, said point being the southwesterly property corner of Tax Account No. 73-2-35.1; thence

5. Northerly, 539 feet more or less, along the westerly property line of Tax Account No. 73-2-35.1 to a point, said point being the intersection of the centerline of Allen Road with a northerly extension of the westerly property line of Tax Account No. 73-2-35.1; thence

6. Easterly, 508 feet more or less, along the centerline of Allen Road to a point, said point being the intersection of the centerline of Allen Road with the centerline of Oak Orchard Road. Said point also being the Point of Beginning.

End of Boundary Description

Motion was made by Councilperson Jake Olles and was seconded by Councilperson Daniel Poprawski authorizing the adoption of this Resolution. 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: Next is Water District #9. Jason Foote is here tonight from Chatfield Engineers.

Jason Foote from Chatfield Engineers explained the reason for the Public hearing and why the debt service increased from the original figure. The residents were given the opportunity to ask questions about this.

Supervisor Dennis Stirk: I need a motion to close.

Motion was made by Councilperson Jake Olles and was seconded by Councilperson Matthew Passarell to close the Public hearing on Water District #9. 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 accept the proposal from the Bonadio Group.

Motion was made by Councilperson Daniel Poprawski and was seconded by Councilperson Matthew Passarell authorizing the acceptance of the proposal from the Bonadio Group, CPA's for the 2011 water fund audit at a cost of $4,500.00. The proposal in its entirety is hereby filed with and made a part of these minutes. 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

Resolution #70 Payment of Claims

Whereas, the following are against the Town:

General A & B #'s – *20 & *21, 85 – 116	**$ 57,900.01**
Highway DA & DB #'s – 24, 32, 36 – 53	**$ 27,537.30**
Water Districts #'s – 12, 16 -20	**$ 1,232.96**
Sewer Districts #'s – #3	**$ 34.09**
Grant #9 - #9	**$ 2,698.00**
For a grand total of	**$ 89,402.36**

Motion was made by Councilperson Jake Olles and was seconded by Councilperson Daniel Poprawski to approve payment of the above listed claims. 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

***Councilperson Matthew Passarell voted aye on the vouchers with the exception of Voucher #20 and #21, which he objected to the payment of those vouchers.**

Supervisor Dennis Stirk: I need a motion to approve the executive session minutes of January 23.

Motion was made by Councilperson Jake Olles and was seconded by Supervisor Dennis Stirk authorizing the adoption of the minutes of the January 23, 2012 executive session as submitted by Councilperson Jake Olles and they will be included into the regular meeting minutes of January 23, 2012. 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 minutes of February 13th and the 27th.

Motion was made by Supervisor Dennis Stirk and was seconded by Councilperson Daniel Poprawski to approve the minutes of the February 13th meeting with a correction that Councilperson Timothy Neilans did not approve voucher #'s 69, Brandt, Roberson and Brandt, $3,000.00 and 75, David Cristafaro, $50.00 and he also voted no on Resolution #63. Minutes of the February 27th meeting were also approved as written 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 pay prior to the abstract of the health care bills.

Motion was made by Councilperson Jake Olles and was seconded by Councilperson Matthew Passarell authorizing the payment prior to abstract of the MVP and the Univera health care bills in the amount of $5,069.90. 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 payment to Dan Ricci.

Motion was made by Councilperson Daniel Poprawski and was seconded by Councilperson Jake Olles to approve the payment of $913.00 to Dan Ricci for the repair of a water line leak that was not his responsibility. All correspondence will be included with these minutes. Motion was 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: Parks and recreation with the Village.

Motion was made by Councilperson Jake Olles and was seconded by Councilperson Daniel Poprawski to table the issue of the Parks and Recreation program with the Village of Albion until next month and Supervisor Dennis Stirk will contact Mayor Theodorakas and ask him to attend the April 9, 2012 meeting to present the Villages plans for Parks and recreation this year. 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 program income plan.

Resolution #71 Program Income Plan – Liberty Fresh Farms

The Program Income Plan is updated as of March 12, 2012 to facilitate the implementation of OCR Grant #9ED758-11.

<u>BACKGROUND</u>

The Town of Albion received State-administered CDBG program income from one source.

OCR grant #9ED430-02 was awarded in 2002 and included funds for a loan to Viking Polymer Solutions, LLC. Those funds were provided to the County of Orleans Industrial Development Agency via a sub recipient agreement and COIDA continues to use the program income to administer a Revolving Loan Fund consistent with the terms of a sub recipient.

<u>PROGRAM INCOME PLAN</u>

The Town will continue its sub recipient agreement with the County of Orleans Industrial Development Agency, the terms of which require program income to be used to continue the implementation and administration of a Revolving Loan Fund for economic development activities. 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 accept Addie Scibettas resignation.

Motion was made by Councilperson Jake Olles and was seconded by Councilperson Daniel Poprawski to accept Addie Scibetta's resignation as an Alternate member of the Zoning Board of Appeals effective immediately and authorize the Zoning Board of Appeals to suggest a replacement. 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: We have two individuals that submitted resumes for the Board of Assessment Review.

Motion was by Councilperson Jake Olles and was seconded by Councilperson Daniel Poprawski to table the appointment to the Board Assessment Review until interviews of the two individuals who applied. The Board will conduct the interviews and a decision will be made at the April 9, 2012 meeting. 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 authorizing the Court clerk's purchase of a new computer.

Motion was made by Councilperson Daniel Poprawski and was seconded by Councilperson Jake Olles authorizing Court Clerk Denise Cornicks purchase of a computer from Duplicating Consultants at a cost of $980.09. 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 approve the purchase of a refrigerator for the kitchenette.

Motion was made by Councilperson Daniel Poprawski and was seconded by Supervisor Dennis Stirk authorizing the purchase of a new refrigerator for the kitchenette not to exceed $650.00. 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: Anything else?

Attorney for the Town Robert Roberson: I have the sub-recipient agreement with AMSA for the Boards approval tonight.

Councilperson Timothy Neilans wanted to review this before the Board adopted it.

Supervisor Dennis Stirk: We will take five minutes so that it can be reviewed.

Attorney for the Town Robert Roberson: I have a second item and that is the property located on Lewis and East Countyhouse Roads. I have a resolution for the Boards consideration.

RESOLUTION #72 **Lewis Rd and East Countyhouse Rd – Building Encroachment**

RESOLVED: The Town Board of the Town of Albion hereby waives its right to compel ouster of the encroachments into the Lewis Road Right-of-Way and the East County House Road Right-of-Way by the existing building situate at the northeast corner of the Lewis Road - East County House Road intersection as long as the building continues to exist in its present form as shown on survey by Ottney & Miller dated Jan. 31, 2011, job no. 11-008, annexed hereto and made part hereof on the following terms and conditions:

a. **In the event the building is destroyed or is sufficiently damaged as to require substantial reconstruction or if the building, without being damages, is to be substantially reconstructed, then, in such event, the waiver shall terminate and the encroachment into the Lewis Road Right-of-Way and the East County House Road**

Right-of-Way shall be removed in their entirety upon the occurrence of such event.

b. The Town of Albion shall be named an additional insured on the liability insurance policy of the owner of the building.

Motion was made by Supervisor Dennis Stirk and was seconded by Councilperson Daniel Poprawski authorizing the adoption of this Resolution. 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, aye

Supervisor Dennis Stirk: We will recess so that the agreement can be reviewed.

Motion was made by Councilperson Matthew Passarell and was seconded by Councilperson Jake Olles to go back into regular session at 7:58 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 motion for the AMSA contract.

Resolution #73 AMSA – Sub – Recipient Agreement

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

Motion was made by Councilperson Mathew Passarell and was seconded by Councilperson Daniel Poprawski authorizing the adoption of this agreement. 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 for executive session.

Motion was made by Councilperson Jake Olles and was seconded by Councilperson Daniel Poprawski to enter executive session at 7:58 pm for the discussion of a personnel issue. 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

Executive session minutes submitted by Councilperson Timothy Neilans via email on March 13, 2012 at 8:40 pm.

Start Time at 8:00pm

Specific Personnel Issue-Town of Albion Highway Employee-MEO
Alleged incident that occured on Thursday, March 8, 2012 in the evening during repair to water leak

Discussed incident from March 8, 2012.

Action Item:Supervisior Stirk will ask Jed Standish tomorrow morning March 13, 2012 for a written statement along with written statements from SD and MN (MEO-employees) of their accounts from March 8, 2012.

March 12, 2012

End Time 8:18 pm-Olles and second from Stirk

Completion of regular meeting at 8:19 pm-Passarell and second from Poprawski

Suggested Resolution

RESOLVED, that in accordance with the New York State Environmental Quality Review (SEQR) procedures, the Town Board of the Town of Albion expressed their intent to serve as lead agency to comply with SEQR.

WHEREAS, the Town Board has received no comments or objections to its request to serve as lead agency or the Board's intent to issue a Negative Declaration for the Project.

WHEREAS, the Town Board previously accepted Part 1 of the Short Environmental Assessment Form prepared by Charles Breuilly, applicant, for the propsed action and determined the significance of and potential impact of the 2012 modifications of the Light Industrial Zoning District.

RESOLVED, that the Town Board hereby designates itself to serve as lead agency, and accepts Part 2 of Short Environmental Assessment of this action prepared by Chatfield Engineers, P.C. The Town Board further declares that, based on the Environmental Assessment, it finds that the project will result in no significant adverse impacts to the environment and HEREBY issues a Negative Declaration for the Project. This HEREBY completes the SEQR Process in accordance with 6 NYCRR Part 617 SEQR Regulations.

Prepared By:
administrator
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Hoselton Chevrolet, Inc.
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Fax: (585) 784-8481
Email: rickp@hoselton.com

2012 Fleet/Non-Retail Chevrolet Silverado 3500HD 4WD Reg Cab 133.7" W

PRICING SUMMARY

PRICING SUMMARY - 2012 Fleet/Non-Retail CK30903 4WD Reg Cab 133.7" Work Truck

LOT IV
ITEM
933

	MSRP
Base Price	$33,320.00
Total Options:	$2,699.00
Vehicle Subtotal	$36,019.00
Advert/Adjustments	$0.00
Destination Charge	$995.00
GRAND TOTAL	**$37,014.00**

- PLUS Non Factory Options (Plow) $42,336.00 - Retail PRICE

STATE BID BASE VEHICLE PRICE $ 21,380.92
ADDITIONAL FACTORY OPTIONS
CIRCLED ON PREVIOUS PAGES 2,348.13
NON FACTORY OPTIONS PER
ATTACHED SHEET Plow — 5,316.00
FRONT TIMBREN LOAD BOOSTERS 251.10
DAS-DELIVERY PER CONTRACT 118.00

State Bid Price ← $ 29,406.15

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 211.0, Data updated 2/7/2012 4:13:00 PM
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Customer File: