December 28, 2015
Town of Albion Town Board Year End Meeting

Agenda:

1. Call Meeting to Order
2. Pledge of Allegiance
3. Exit Message
4. FYI- Remind residents to sign attendance sheet
5. Roll Call
6. Public Comment
7. Motion to approve the agenda
8. Motion to open public hearing on the Fire Contract.
9. Motion to close the public hearing on the Fire Contract
10. Resolution to authorize the adoption of the Fire Contract
11. Resolution to approve the vouchers
12. Resolution approving year end transfers
13. Discussion of the ARC cleaning proposal
14. Discussion of sick time reimbursement – Jed Standish
15. Plan for Cyclical Reassessments
16. Town of Barre Water bill
17. Water Fund Audit
18. Executive Session

28-Dec-15

Town of Albion Year End Meeting

Please sign in:

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December 28, 2015

Albion Town Board Year-End 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 Richard Remley, Supervisor Matthew Passarell, Councilperson Jake Olles and Councilperson Todd Sargent.

Supervisor Matthew Passarell: I need a motion to approve the agenda.

Motion was made by Councilperson Jake Olles and was seconded by Councilperson Richard Remley approving the agenda with the deletion of executive session. Motion carried by the following vote:

Councilperson Daniel Poprawski, aye
Supervisor Matthew Passarell, aye
Councilperson Todd Sargent, aye
Councilperson Richard Remley, aye
Councilperson Jake Olles, aye

Supervisor Matthew Passarell: I need a motion to open the public hearing on the fire contract.

Motion was made by Councilperson Richard Remley and was seconded by Councilperson Jake Olles authorizing the opening of the public hearing on the fire contract at 7:02 pm. Motion carried by the following vote:

Councilperson Daniel Poprawski, aye
Supervisor Matthew Passarell, aye
Councilperson Todd Sargent, aye
Councilperson Richard Remley, aye
Councilperson Jake Olles, aye

Supervisor Matthew Passarell: I need a motion to close the public hearing on the fire contract.

Motion was made by Councilperson Richard Remley and was seconded by Councilperson Jake Olles authorizing the closing of the public hearing on the fire contract at 7:06 pm. Motion carried by the following vote:

Councilperson Daniel Poprawski, aye
Supervisor Matthew Passarell, aye
Councilperson Todd Sargent, aye
Councilperson Richard Remley, aye
Councilperson Jake Olles, aye

Supervisor Matthew Passarell: I need a resolution to adopt the fire contract.

Resolution #79 2016 – 2020 Fire Contract – Village of Albion

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

Motion was made by Councilperson Richard Remley and was seconded by Councilperson Daniel Poprawski authorizing the adoption of the fire contract with the Village of Albion. Resolution duly adopted by the following vote:

Councilperson Daniel Poprawski, aye
Supervisor Matthew Passarell, aye
Councilperson Todd Sargent, aye
Councilperson Richard Remley, aye
Councilperson Jake Olles, aye

Supervisor Matthew Passarell: I need a resolution for the vouchers.

Resolution #80 Payment of Claims

Whereas, the following are against the Town:

General A & B #'s – 400 – 409 & 395	**$20,312.84**
Highway DA & DB #'s – 175 – 177	**$ 185.13**
Water Districts #'s – 81 – 83	**$ 612.01**

Sewer District #'s – 19 $ 40.24
For a grand total of $21,150.22
Motion was made by Councilperson Daniel Poprawski and was seconded by Councilperson Richard Remley authorizing the payment of the above listed claims. Resolution duly adopted by the following vote:
Councilperson Daniel Poprawski, aye **Councilperson Richard Remley, aye**
Supervisor Matthew Passarell, aye **Councilperson Jake Olles, aye**
Councilperson Todd Sargent, aye

Supervisor Matthew Passarell: I need a resolution for the transfers.

Resolution #81 Year – End Transfers
The Year-End transfers in their entirety are hereby filed with and made a part of these minutes.
Motion was made by Councilperson Jake Olles and was seconded by Councilperson Todd Sargent authorizing the line item transfers as listed. Resolution duly adopted by the following vote:
Councilperson Daniel Poprawski, aye **Councilperson Richard Remley, aye**
Supervisor Matthew Passarell, aye **Councilperson Jake Olles, aye**
Councilperson Todd Sargent, aye

Supervisor Matthew Passarell: I need a resolution for the contract with ARC.

Resolution #82 Cleaning Contract with ARC
The contract in its entirety is hereby filed with and made a part of these minutes. Said cleaning services will be revisited in June to determine if the cleaning services are satisfactory.
Motion was made by Councilperson Jake Olles and was seconded by Councilperson Richard Remley authorizing the execution of this contract. Resolution duly adopted by the following vote:
Councilperson Daniel Poprawski, aye **Councilperson Richard Remley, aye**
Supervisor Matthew Passarell, aye **Councilperson Jake Olles, aye**
Councilperson Todd Sargent, aye

Supervisor Matthew Passarell: Jed's sick time reimbursement.

Motion was made by Councilperson Richard Remley and was seconded by Councilperson Jake Olles authorizing the payment of the accumulated sick time to Jed Standish in the amount of $14,443.20, voucher #395. Motion carried by the following vote:
Councilperson Daniel Poprawski, aye **Councilperson Richard Remley, aye**
Supervisor Matthew Passarell, aye **Councilperson Jake Olles, aye**
Councilperson Todd Sargent, aye

Supervisor Matthew Passarell: I need a motion for the cyclical reassement.

Motion was made by Councilperson Jake Olles and was seconded by Councilperson Todd Sargent authorizing the Supervisors signature on the plan for cyclical reassessments. Motion carried by the following vote:
Councilperson Daniel Poprawski, aye **Councilperson Richard Remley, aye**
Supervisor Matthew Passarell, aye **Councilperson Jake Olles, aye**
Councilperson Todd Sargent, aye

Supervisor Matthew Passarell: I need a motion regarding the Town of Barre water bill.

Motion was made by Councilperson Jake Olles and was seconded by Councilperson Richard Remley that the Town not pay the water bill submitted by the Town of Barre and that Supervisor Matthew Passarell will contact Barre

Supervisor Mark Chamberlain apprising him of this and that the Town of Albion wants to renegotiate the contract since it will expire in 2016. Motion carried by the following vote:

Councilperson Daniel Poprawski, aye
Supervisor Matthew Passarell, aye
Councilperson Todd Sargent, aye
Councilperson Richard Remley, aye
Councilperson Jake Olles, aye

Supervisor Matthew Passarell: I need a motion to close.

Motion was made by Councilperson Daniel Poprawski and was seconded by Councilperson Richard Remley to close the meeting at 7:28 pm. Motion carried by the following vote:

Councilperson Daniel Poprawski, aye
Supervisor Matthew Passarell, aye
Councilperson Todd Sargent, aye
Councilperson Richard Remley, aye
Councilperson Jake Olles, aye

2016 -2020 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, 2016 to December 31, 2020.

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 $ 0 MP as of 12/28/15 for the provision of fire fighting and other emergency services during 2016, and that this payment represents full satisfaction of any amounts owed the Village in relation to 2016.

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 One Hundred Thousand and 00/100 ($100,000.00) Dollars by installment in the following manner:

Calendar Year	Annual Contracted Consideration	Payment Schedule
2016	$25,000.00	Due 1/01/2016
	$25,000.00	4/01/2016
	$25,000.00	7/01/2016
	$25,000.00	10/01/2016

The aforementioned sum will be paid in four (4) equal quarterly installments of Twenty Five Thousand ($25,000.00) Dollars on January 1, 2016, April 1, 2016, July 1, 2016, and October 1, 2016.

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

3. For 2017, 2018, 2019, and 2020 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, 2017, 2018, 2019, and 2020.

Therefore, the Town agrees to pay the Village for the 2016 calendar year $100,000.00 and adjusted annually as set forth above.

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, 2016 through December 31, 2020. 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, 2020, if either party does not intend to enter into a succeeding Agreement to being January 1, 2021, that party shall, no later than June 30, 2020, advise the other of such decision. In the event the party's intend to adopt a succeeding Agreement to commence January 1, 2021, 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 2021.

In Witness Whereof, the parties hereto have duly executed and delivered this Agreement, the 9th day of December, 2015.

VILLAGE OF ALBION

BY: _____
Dean London, Mayor

TOWN OF ALBION

BY: _____
Matthew Passarell, Supervisor

ALBION FIRE DEPARTMENT

BY: _____
Chief

BY: _____
Albert T. Chavrne President

TOWN OF ALBION

PLEASE MAKE THE FOLLOWING TRANSFERS AT YOUR 12/28/15 MEETING:

GENERAL FUND - TOWNWIDE

Transfer From:	A1320.4	Independent Auditing Contractual	$	4,221.00
	A1620.4	Buildings Contractual	$	10,500.00
		TOTAL:	$	14,721.00

Transfer To:	A1010.4	Town Board Contractual	$	361.00
	A1110.1C	Justice Clerk Deputy	$	480.00
	A1110.4	Justice Contractual	$	4,083.00
	A1330.4	Tax Collection Contractual	$	151.00
	A1420.4	Attorney Contractual	$	7,513.00
	A1620.8	Central Assessment Services	$	1.00
	A3310.4	Traffic Control Contractual	$	498.00
	A8810.1	Cemetery Services	$	3.00
	A9030.8	Social Security	$	1,631.00
		TOTAL:	$	14,721.00

GENERAL FUND - OUTSIDE VILLAGE

Transfer From:	B1990.4	Contingency	$	1,250.00
	B6989.4A	EDA	$	384.00
		TOTAL:	$	1,634.00

Transfer To:	B7550.4	Celebrations Contractual	$	500.00
	B8010.4	Code Enforcement Off Contr	$	1,134.00
		TOTAL:	$	1,634.00

HIGHWAY FUND - TOWNWIDE

Transfer From:	DA5142.1	Snow Removal Town Svc	$	4,350.00
		TOTAL:	$	4,350.00

Transfer To:	DA5130.1	Machinery Services	$	3,079.00
	DA5140.1	Misc. Brush & Weeds Services	$	1,271.00
		TOTAL:	$	4,350.00

HIGHWAY FUND - OUTSIDE VILLAGE

Transfer From:	DB5110.4	General Repairs Contractual	$	12,586.00
		TOTAL:	$	12,586.00

Transfer To:	DB5110.1	General Repairs Services	$	6,173.00
	DB5112.2	CAP CHIPS	$	5,860.00
	DB9030.8	Social Security	$	553.00
		TOTAL:	$	12,586.00

WATER DISTRICT #1

Transfer From:	SW8320.4	Source of Supply Contr	$	26.00
		TOTAL:	$	26.00

Transfer To:	SW8340.1	Trans. & Distr. Services	$	26.00
		TOTAL:	$	26.00

WATER DISTRICT #2

Transfer From:		**Unanticipated Revenue**		
	SW2140	Metered Sales	$	3,800.00
	SW2144	Water Connection	$	1,060.00
	SW2148	Interest & Penalties	$	530.00
	SWUB	Unexpended Balance	$	1,344.00
		TOTAL:	$	6,734.00

Transfer To:	SW8320.4	Source of Supply Contr	$	6,734.00
		TOTAL:	$	6,734.00

WATER DISTRICT #3

Transfer From:	SW8320.4	Source of Supply Contr	$	198.00
		TOTAL:	$	198.00

	SW8340.1	Trans. & Distr. Services		$ 500.00
			TOTAL:	$ 562.00
Transfer To:	SW8320.4	Source of Supply Contr		$ 467.00
	SW8340.4	Transmission & Distr Contr		$ 95.00
			TOTAL:	$ 562.00

WATER DISTRICT #9

Transfer From:	SW8320.4	Source of Supply Contr		$ 37.00
			TOTAL:	$ 37.00
Transfer To:	SW9710.7	Serial Bonds Interest		$ 37.00
			TOTAL:	$ 37.00

SEWER DISTRICT #1

Transfer From:	SS8130.4	Sewage Treatment & Disp		$ 400.00
			TOTAL:	$ 400.00
Transfer To:	SS8110.4	Admin Contractual		$ 400.00
			TOTAL:	$ 400.00

CUSTODIAN CONTRACT
Albion Town Hall
1/1/16-12/31/16
Month to month contract

Contractor Agency: The Arc of Orleans County
243 S. Main Street
Albion, NY 14411
585-589-0305 extension 4325
585-589-6323 – FAX

Contact Person: Melissa Cotter

Contract Agency: Town of Albion
Clarendon Rd.
Albion, NY 14411

Contact Person:

Cost of Services: $371.86 per month.

This custodian contract is an agreement between The Arc of Orleans County and Albion Town Hall. Both agencies have agreed upon all terms and procedures.

Melissa Cotter 12/4/15
Melissa Cotter, Employment Services Coordinator Date

12/28/15
Date

Please sign one of two copies and return in SASE.