July 11, 2016
Town of Albion Regular Board 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 approve the minutes of the June 13th meeting.
9. Resolution to approve the vouchers
10. Motion to approve payment of the Health care bills in the amount of $7,122.54
11. Town of Barre Inter municipal agreement for water
12. Village of Albion Inter municipal agreement for water
13. Town of Gaines Inter municipal agreement for water
14. Court Security Agreement
15. Bid Opening – Michael Neidert
16. Letter of Support for the Bullard Park Project
17. Executive Session

June 13, 2016

Albion Town Board regular 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 Darlene Benton, Councilperson Richard Remley, Supervisor Matthew Passarell and Councilperson Jake Olles.

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

Motion was made by Councilperson Richard Remley and was seconded by Councilperson Darlene Benton approving the agenda with the addition of a property maintenance issue and executive session on ongoing litigation. Motion carried by the following vote:

Councilperson Darlene Benton, aye **Councilperson Richard Remley, aye**
Supervisor Matthew Passarell, aye **Councilperson Jake Olles, aye**

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

Motion was made by Councilperson Jake Olles and was seconded by Councilperson Richard Remley approving the minutes of the May 9th meeting as published and submitted. Motion carried by the following vote:

Councilperson Darlene Benton, aye **Councilperson Richard Remley, aye**
Supervisor Matthew Passarell, aye **Councilperson Jake Olles, aye**

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

Resolution #52 Payment of Claims

Whereas, the following are against the Town:

General A & B #'s – 198 - 230	**$ 22,859.89**
Highway DA & DB #'s –97 - 114	**$ 8,260.94**
Water Districts #'s – 31 - 38	**$ 11,045.33**
Sewer District #'s – 10	**$ 30.65**
For a grand total of	**$ 42,196.81**

Motion was made by Councilperson Darlene Benton and was seconded by Councilperson Richard Remley authorizing the payment of the above listed claims. Resolution duly adopted by the following vote:

Councilperson Darlene Benton, aye **Councilperson Richard Remley, aye**
Supervisor Matthew Passarell, aye **Councilperson Jake Olles, aye**

Supervisor Matthew Passarell: I need a motion to pay the health care bills.

Motion was made by Councilperson Richard Remley and was seconded by Councilperson Jake Olles approving the payment of $7,122.54 for the health care bills. Motion carried by the following vote:

Councilperson Darlene Benton, aye **Councilperson Richard Remley, aye**
Supervisor Matthew Passarell, aye **Councilperson Jake Olles, aye**

Supervisor Matthew Passarell: We will now go into executive session for ongoing matters at 13800 West Countyhouse Rd.

Executive session was from 7:06 pm until 7:27 pm.

Supervisor Matthew Passarell: I need a motion to declare the list of highway items declared surplus.

Motion was made Councilperson Jake Olles and was seconded by Councilperson Richard Remley authorizing the list of highway items submitted by Highway Superintendent Michael Neidert surplus and said list in its entirety is hereby filed with and made a part of these minutes. Motion carried by the following vote:

Councilperson Darlene Benton, aye **Councilperson Richard Remley, aye**
Supervisor Matthew Passarell, aye **Councilperson Jake Olles, aye**

Supervisor Matthew Passarell: I need a motion to the financial policy.

Resolution #53 Town of Albion Financial Inter- Municipal Cooperation Policy

The Town of Albion (heretofore known as "The Town") also acknowledges that, at this time, it has no parks or recreation facilities (other than the ball field behind the Town building) to provide and maintain, but the Town has a responsibility to provide for the quality of life of its residents and to encourage visitors to our community.

The Town has no festivals or celebrations that attract people from outside our area.

The Town recognizes that cooperation with the Village of Albion, neighboring townships and the County of Orleans is essential for the economic health of our community;

The Town acknowledges its fiduciary responsibility to the taxpayers and residents of the Town by implementing only sound financial policies;

The Town further affirms its commitment to activities that promote the economic health of our community by promoting wholesome activities that attract people from outside this area; and,

The Town realizes that the Town has an obligation to provide for recreational activities of the community by contributing financially to quality of life capital improvements.

The following merely are examples of agencies/municipalities to support:

To those ends, the Town of Albion provides a budgetary allocation of_____ for the capital improvement park facilities at Bullard Park;

An allocation of _____for enhancements to the Albion Rotary Strawberry Festival;

An allocation of _____for the promotion of events and activities that highlight our Erie Canal, historic districts, and agricultural assets,

An allocation of _____for the attraction of capital investment in and visitors to our area;

An allocation of _____for the writing of grants that will provide for the above-named activities and/ or provide for the enhancement of Erie Canal, historic district and agricultural assets.

An allocation of _____for the EDA.

Motion to was made by Councilperson Jake Olles and was seconded by Councilperson Darlene Benton to adopt the financial inter-municipal cooperation policy. Motion carried by the following vote:

Councilperson Darlene Benton, aye **Councilperson Richard Remley, aye**
Supervisor Matthew Passarell, aye **Councilperson Jake Olles, aye**

Meeting adjourned and executive session entered.

Resolution #54 Authorizing the Settlement of Litigation

WHEREAS, the Albion Town Board previously adopted Local Law #1 of 2014 amending Albion Town Code §103-27B (10); and

WHEREAS, litigation was thereafter commenced entitled JEFFREY D POST AND MARYELLEN POST, Plaintiffs, vs TOWN OF ALBION, NEW YORK, DAVID S HILL, Defendants, in Orleans County Supreme Court, Index number 15-42585; and

WHEREAS, after various proceedings and negotiations, a Settlement Agreement has been drafted and proposed in full disposition of the abovementioned litigation; and

WHEREAS, the Town of Albion is desirous of settling said litigation and having the Settlement Agreement executed.

NOW THEREFORE BE IT RESOLVED:

Sec. 1. The Albion Town Board does approve the terms and conditions of the Settlement Agreement.

<u>Sec. 2.</u> The Albion Town Board does authorize the attorney for the Town of Albion to execute the Settlement Agreement on behalf of the Town of Albion.
<u>Sec. 3.</u> This Resolution shall take effect immediately.

Motion was made by Councilperson Jake Olles and was seconded by Councilperson Richard Remley authorizing the adoption to this Resolution. Resolution duly adopted by the following vote:

Councilperson Darlene Benton, aye **Councilperson Richard Remley, aye**
Supervisor Matthew Passarell, aye **Councilperson Jake Olles, aye**

Resolution #55 Order Calling for a Public Hearing on proposed Local Law #1 of 2016

WHEREAS, the Town Board of the Town of Albion previously adopted Local Law #1 of 2014 amending Town Code §103-27B (10); and

WHEREAS, the Albion Town Board is now desirous of amending and/or repealing certain sections of Local Law #1 of 2014; and

WHEREAS, the proposed Local Law #1 of 2016, a copy of which is attached hereto, was introduced at this meeting for consideration and potential adoption by the Albion Town Board; and

WHEREAS, the Albion Town Board is desirous of holding a public hearing with respect to the adoption of Local Law #1 of 2016.

NOW THEREFORE BE IT RESOLVED:

Sec. 1. The Albion Town Board will hold a public hearing at the Town hall, 3665 Clarendon Rd, Albion, New York, on the 8th day of August, 2016 at 7:00 p.m. to take and hear all public comment for or against Local Law #1 of 2016 proposing to amend Chapter 103 of the Zoning Law of the Town of Albion and/or Local Law #1 of 2014.

Sec. 2. The Town Clerk is hereby authorized and directed to publish said public hearing in the official newspaper of the Town of Albion as required by law.

Sec. 3. This resolution shall take effect immediately.

Motion was made by Councilperson Jake Olles and was seconded by Councilperson Richard Remley authorizing the adoption to this Resolution. Resolution duly adopted by the following vote:

Councilperson Darlene Benton, aye **Councilperson Richard Remley, aye**
Supervisor Matthew Passarell, aye **Councilperson Jake Olles, aye**

MINUTES FROM EXECUTIVE SESSION ON JUNE 13, 2016

Regular Session was adjourned at 7:47 pm
Executive Session began at 7:50pm

In Executive Session: Regarding Ongoing Litigation

Resolution authorizing settlement of litigation Re: Post vs Town of Albion, et al

Motion: Olles Vote 4-0 Yea Roll Call
Second: Remley

Public hearing resolution for the purpose of Rescinding Local Law #1 of 2016. The public hearing to be at August 8, 2016 Regular Board Meeting

Motion: Olles Vote 4-0 Yea Roll Call
Second: Remley

Executive Session Adjourned at 8:18pm Motion by Olles, Second by Remley
Regular Session began at 8:18pm Motion by Benton Second by Olles

Regular Session adjourned at 8:23pm

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SUITE 390D
ROCHESTER, NY 14624
585-750-5608 OFFICE
585-328-8410 FAX
WWW.COPSECURITYCORP.COM

INDEPENDENT CONTRACTOR/CONSULTANT AGREEMENT

C.O.P. Security, Inc. is licensed by the NYS Dept. of State

This will serve as an agreement between C.O.P. Security, Inc., hereafter referred to as "company" and Town of Albion Courts located at 3665 Clarendon Road, Albion, New York 14411, hereafter referred to as "customer". The terms of this agreement are as follows:

1. Customer contracts with company to provide armed security services beginning in June 2016 and continuing through December 31, 2016. Either party may terminate this contract for any reason and at any time by providing 30 days' notice to the other party. Each shift designated by client will be for a minimum of four (4) consecutive hours. Holiday Rates Apply, and are as follows:

New Years Day	0000-2400 hours	Thanksgiving	0000-2400
Memorial Day	0000-2400	Christmas Eve	1800-2400
July 4th	0000-2400	Christmas Day	0000-2400
Labor Day	0000-2400	New Years Eve	1800-2400

2. Company agrees to charge a rate of $27.00 per person/per hour for each hour of service provided. New York State sales taxes are applicable.

3. Company will invoice customer monthly for services rendered. Customer agrees to pay each invoice within 15 days.

4. Both parties agree and understand that employees of Company are not employees of customer and have no status as such nor are entitled to any benefit of an employee.

5. Company agrees to provide all necessary equipment for security personnel to perform their duties properly, which may include but not be limited to uniform, flashlight, radio, cell phone, with the exception of metal detection equipment which will be supplied by the customer.

6. Company agrees to carry all necessary insurance as mandated by law. Company is solely responsible for its employee's payroll taxes and statutory benefits.

7. LIMITS OF LIABLITY: It is understood by the customer that there is no warranty or guarantee that an incident will not occur just because security is present. It is further understood by the Customer that the security services provided hereunder do not constitute maximum security, but provide a degree of security resulting from the reasonable efforts of security personnel to carry out mutually agreed upon security procedures during the hours mutually agreed upon. The company is not an insurer and the amounts payable to the Company under this Agreement are based solely upon the value of services rendered and are unrelated to the value of Customer's property or the lives or property of others. Any offset by Customer from the amounts payable to the Company without the Company's prior agreement are prohibited.

8. The Company's liability under this Agreement shall be limited to the following insurance coverage evidence of which will be furnished to the Customer upon written request:
    a. Worker's Compensation Insurance as required by applicable law covering all security personnel in the furnishing of services under this Agreement including Employer's Liability Coverage in the amount of the statutory limit or more.
    b. Comprehensive General Lability Insurance covering Company's liability to third parties for personal injury and property damage with

a minimum per occurrence limit of $1,000,000.

9. INDEMNIFICATION: The Company agrees to indemnify and hold harmless the Customer, its directors, officers, and agents and employees from and against all liabilities, demands, claims, damages, suits, or judgements, including attorney's fees and other costs and expenses incident thereto because of harm (including but not limited to harm arising from false arrest, searches, libel, and slander, injury or death to persons, or loss, damage or destruction to property, including the property of Customer, Company, and third persons, resulting from the negligence of Company or its directors, officers, agents, or employees, which such persons is acting within the scope of his employment.

10. Customer agrees to indemnify and hold harmless Company and its directors, offices, agents, and employees from and against all liabilities, demands, claims, damages, suits, or judgements, including attorney's fees and other costs and expenses incident thereto because of harm (including but not limited to harm arising from false arrest, searches, libel, and slander, injury or death to persons, or loss, damage or destruction to property, including the property of Customer, Company, and third persons, resulting from the negligence of Company or its directors, officers, agents, or employees, which such persons is acting within the scope of his employment.

11. Any agreement by both parties after the signing of this agreement, whether oral or written shall be considered separate and shall not affect the provisions of this agreement.

The terms of this agreement are made in good faith and written in plain language and should be interpreted as such in the event that a third party resolution necessary.

Date _____

Date June 8, 2016

Fed. ID # 16-1551289

_____
REPRESENTATIVE

Jack D Barton

Jack D. Barton, President
C.O.P. Security, Inc.

C.O.P. Security

Operating Procedure

Court Rooms

1. All persons entering the courtroom and their possessions are subject to search

2. The courtroom will be swept upon the guard's arrival.
3. Those persons that are on the docket will sign in with the bailiff.
4. The following items are prohibited in the courtroom

   Backpacks or similar items

   Cell phones

   Weapons, defensive spray, any item deemed dangerous.

   Food or Beverages

   Wearing of hats

5. There no exception to these guidelines unless directed by the court.

From: **Jack Barton** rbarton@copsecuritycorp.com
Subject: C.O.P. Security agreement
Date: Yesterday at 11:49 AM
To: jfullerk909@gmail.com
Cc: rbarton@copsecuritycorp.com, Tom Donaloio tdonaloio@gmail.com

Good morning Judge Fuller,

I have attached an agreement for the Town Board to review and sign. The agreement is for 2016. We would come back with another agreement that would be available for the board to review before the end of the year. Our agreements are set up so that either party can opt out with a 30 day notice. If the board has concerns about entering into an agreement, this agreement is not exclusive, we are not obtaining the right to be your sole provider for security services. Please feel free to call me with any questions or concerns. I would be happy to attend the Town Board meeting if you think that the board might have questions. Just let me know if I can do anything. Thank you, Jack

Jack D. Barton, President
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(585) 750-5608
Fax (585) 328-8410
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Town of Albion
3665 Clarendon Rd
Albion, NY 14411
585-589-7048 Extension 14
TDD# 1-800-662-1220
Matthew Passarell – Supervisor
F. Richard Remley – Councilperson *- Councilperson*
Darlene Benton – Councilperson *Jake Olles – Councilperson*

July 11, 2016

Rose Harvey, Commissioner
New York State Office of Parks, Recreation and Historic Preservation
Agency Building 1
Empire State Plaza
Albany, NY 12238

RE: Bullard Park

Dear Commissioner Harvey:

Please accept this letter as an indication of our support for the Village of Albion's Bullard Park Development Project. This Park is a vital recreational resource to the greater Albion community, and, through the proposed renovations, it will offer improved facilities and additional recreational opportunities for the whole county, as Albion is the Orleans County seat.

Bullard Park is located on East Avenue in the Village of Albion. It currently contains picnic shelters, baseball/softball fields, a football field, two children's playgrounds, a basketball court, a small skateboarding area, and restroom facilities. However, many of the Park's amenities have experienced deterioration throughout the years and are in great need of improvements.

Through this project, the Village will install a new splash park, a running/walking trail (including signage) around the park perimeter and a performance stage. Additionally, there will be lighting improvements and parking lot improvements. These improvements will make up Phase One of a three part improvement project that will eventually include the installation of an enclosed lodging facility, new basketball courts, an amphitheater area, and other recreational features.

Bullard Park receives an abundance of use from the community, serving hundreds each day throughout the summer through the Village's summer park program, youth football leagues, adult and youth baseball and softball leagues, local festivals and a number of other community events and programs. Located kitty-corner from Albion Central Schools and very close to a number of Albion's major employers, Bullard Park is the primary location for recreational activities in the Village of Albion. As the primary outdoor location for recreation, picnicking, and socializing, it plays an important role in this small, rural community. Improvements to Bullard Park will not only have a positive impact on the numerous activities already taking place, but will continue to draw residents and help create a sense of public pride and community.

Thank you for your favorable consideration of this important request.

Very truly yours,

Supervisor

This institution is an equal opportunity provider and employer