August 8, 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 open the public hearing on Local Law #1, Proposed amendment to Chapter 103
9. Motion to close the public hearing on Local Law #1, Proposed amendment to Chapter 103
10. Motion to approve the minutes of the July 11th meeting.
11. Resolution to approve the vouchers
12. Motion to approve payment of the Health care bills in the amount of $7,122.54
13. Town of Barre Inter municipal agreement for water
14. Village of Albion Inter municipal agreement for water
15. Town of Gaines Inter municipal agreement amendment
16. Joint Services Agreement with the County for assessing services
17. Executive Session

Johnson Newspaper Corporation

Client:	25732	TOWN OF ALBION		Phone:	(585) 589-7048 Ext: 10
Class.:	3665 CLARENDON RD			ALBION, NY	14411
Ad #	20360221	Requested By:	SARAH	Fax:	(585) 589-0669
Sales Rep.:	W240	Kristin Post		Phone:	(315) 661-2391
		kpost@wdt.net		Fax:	(315) 661-2521
Class.:	0110	Public Notices			
Start Date:	07/27/2016	End Date:	07/27/2016	Nb. of Inserts:	1
PO #:		Entered By:	KPOST		
Publications:	Batavia Daily News				
Paid Amount:	$0.00	Balance:	$72.00		
Total Price:	$72.00				

Legal Notice

Please take notice that the Albion Town Board will hold a Public hearing on August 8, 2016 at 7:00 pm on proposed Local Law #1 of 2016, Amend Chapter 103 of the Zoning Law of the Town of Albion, repealing §103-27 (B) 10 of the Albion Town Code which was adopted as part of Local Law #1 of 2014, rezoning properties at 4010 Oak Orchard Rd (Tax Map No. 84-1-62) and vacant land (Tax Map No. 84.-1-61.12) to R1 Residential and amending the Town of Albion's Zoning Map to reflect said re-zone. The Local Law in its entirety is hereby published as part of this legal notice.

All interested parties shall be heard in favor of or against Local Law #1 of 2016.

Please take further notice the proposed Local Law #1 of 2016, Amend Chapter 103 of Zoning Law of the Town of Albion, in its entirety may also be reviewed at the Town Clerks Office during normal business hours or viewed at the Towns website, www.townofalbion.com by clicking on the link on the homepage marked "Public hearing August 8, 2016 at 7:00 pm on Local Law #1 of 2016", Amend Chapter 103 of Zoning Law of the Town of Albion.

By Order of the Town Board
Matthew Passarell,
Supervisor

ALBION TOWN BOARD
LOCAL LAW #1 OF 2016
AMENDING CHAPTER 103 OF THE ZONING LAW OF THE TOWN OF ALBION, COUNTY OF ORLEANS, STATE OF NEW YORK

Be it enacted by the Albion Town Board, County of Orleans, State of New York, as follows:

SECTION 1. PURPOSE

This Local Law is enacted

pursuant to the Laws of the State of New York and also the Albion Town Code §1-8 and Albion Town Code § 103-6 to amend Local Law #1 of 2014 to eliminate subparagraph 10 of Albion Town Code §103-27B, as set forth in Local Law #1 of 2014, from the Albion Town Code.

Accordingly, Albion Town Code §103-27B(11) is hereby relabled as Albion Town Code §103-27B(10) and Albion Town Code §103-27B(12) is relabled as Albion Town Code §103-27B(11).

The foregoing modifications to Albion Town Code §103-27B are to be made not only to the text of the Albion Town Code but also to all pertinent Town of Albion zoning maps and thereby the zoning of the following properties are reverted back and rezoned from LI Light Industrial to R-1 Residential, subject to all regulations created and established:

• Tax Map No. 84-1-62
Property Address: 4010 Oak Orchard Road, Albion, New York
Reputed Owner: Grant Downey

• Tax Map No. 84-1-61.12
Property Address: Vacant Land
Reputed Owner: David Hill

SECTION 2. SEPERATELY

If any part or provision of this Local Law or the application thereof to any person or circumstance be adjudged invalid by any Court of competent jurisdiction, such judgment shall be confined in its operation to the part or provision or application directly invovled in the controversy in which such judgment shall have been rendered and shall not affect or impair the validity of the remainder of this Local Law or the application thereof to other persons or circumstances, and the Albion Town Board of the Town of Albion, County of Orleans and State of New York, hereby declares that it would have passed this Local Law or the remainder thereof had such invalid application or invalid provision been apparent.

SECTION 3. REPEAL

All ordinances, local laws (including but not limited to Local Law #1 of 2014) and parts thereof inconsistent with this Local Law are hereby repealed. Unless specifically amended by this Local Law, all other provisions relating to Local Law #1 of 2014 remain in full force and effect.

SECTION 4. EFFECTIVE DATE

The foregoing amendments to Alibion Town Code 103 are to be made not only to the text of the Albion Town Code but also to all pertinent and/or applicable Town of Albion zoning maps. This Local Law shall take effect immediately upon filing in the office of the New York State Secretary of State in accordance with Section 27 of the Municipal Home Rule Law.

Dated: Albion, New York
2016

July 11, 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 request from Board of Elections and executive session on Court security and the Pillars. 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 Darlene Benton and was seconded by Councilperson Richard Remley approving the minutes of the June 13th 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 #56 Payment of Claims

Whereas, the following are against the Town:

General A & B #'s – 231-255 & 257-261	**$ 31,946.54**
Highway DA & DB #'s –115 – 133	**$ 5,312.18**
Water Districts #'s – 39 -42	**$ 1,623.43**
Sewer District #'s – 11 -12	**$ 279.02**
For a grand total of	**$ 39,161.17**

Motion was made by Councilperson Jake Olles 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**

***Voucher #256, Navarra's Greenhouse was tabled.**

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

Motion was made by Councilperson Jake Olles and was seconded by Councilperson Richard Remley 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: Next item is the bids.

Highway Superintendent Michael Neidert stated that two bids had been received and the bids were opened and read aloud. After the bid opening the Highway Superintendent made his recommendations.

Supervisor Matthew Passarell: I need a resolution authorizing the sale of this equipment.

Resolution #57 Sale of Surplus of Equipment

Whereas, at the June 13th, 2016 meeting the Board authorized the sale of the Kubota and Challenger Tractors.
Whereas, Highway Superintendent Michael Neidert placed ads in the Lake Country penny saver.
Whereas the following bids were received:

1. **Bid received for the Challenger Tractor from Geoff Griffin in the amount of $45,001.00.**
2. **Bid received for the Kubota Tractor Mark Woodworth in the amount of $15,400.00**

Now therefore be its resolved that the Town Board hereby accepts these bids and authorizes the Highway Superintendent to notify the individuals listed above of this decision. Said bid payment shall be by certified check and the bill of sale shall be drafted by the Highway Superintendent and shall be reviewed and additional language added by the Attorney for the Town.

Motion was made by Councilperson Richard Remley and was seconded by Councilperson Jake Olles authorizing the adoption of 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**

Supervisor Matthew Passarell: I need a motion for the letter of support for Bullard Park.

Motion was made by Councilperson Jake Olles and was seconded by Councilperson Darlene Benton approving the draft letter of support for Bullard Park and authorizes the Supervisor to sign and send to the Village of Albion. The letter 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 resolution for Telegraph realty.

RESOLUTION NO. 58 AUTHORIZING SETTLEMENT IN THE MATTER OF THE APPLICATION OF TELEGRAPH REALTY LLC VS. ASSESSOR FOR THE TOWN OF ALBION THE BOARD OF ASSESSMENT REVIEW FOR THE TOWN OF ALBION, AND THE TOWN OF ALBION ORLEANS COUNTY, NEW YORK.

WHEREAS, Telegraph Realty LLC (the petitioner) has previously initiated a Petition under Article 7 of the Real Property Tax Law against the Town of Albion to review the assessment placed upon the parcel of real property in the Town of Albion more specifically identified on the Assessment Roll as Parcel Number 72.2-22-3 (hereinafter referred to as the subject property) as of the taxable status state in the tax year 2015-2016; and

WHEREAS, the aforesaid Petition is currently pending in Orleans County Supreme Court under Index Numbers 2015-42709; and

WHEREAS, the parties have reached a settlement in this matter not only for the years set forth hereinabove but also in relationship to the tax years 2016-2017, 2017-2018, 2018-2019, 2019-2020 and 2020-2021, all as more specifically set forth in the attached Stipulation and Order; and

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

Sec. 1. **The assessments on the subject property shall be set as follows:**

TAX YEAR	SETTLEMENT ASSESSMENT

2015-2016	**$5,000,000.00**
2016-2017	**$5,000,000.00**
2017-2018	**$5,000,000.00**
2018-2019	**$5,000,000.00**
2019-2020	**$5,000,000.00**
2020-2021	**$5,000,000.00**

Sec. 2. **The Assessor for the Town of Albion shall correct the assessment rolls for the pertinent tax years as more specifically set forth hereinabove.**

Sec.3. **The Attorney for the Town of Albion is hereby authorized to approve and execute the attached Stipulation and Order.**

Sec. 4. **This Resolution shall take effect immediately.**

Motion was made by Councilperson Jake Olles and was seconded by Councilperson Richard Remley authorizing the adoption of this resolution. Resolution duly adopted by the following roll call 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 transfers.

Resolution # 59 **GENERAL FUND – TOWNWIDE**

Whereas, certain funds are deficient.
Whereas, the Town Board desires to correct the deficiencies and amend the 2016 Budget.
Now therefore be it resolved as follows:

A. Transfer From:

A1620.4 Buildings Contractual $ 1,809.00

B. Transfer To:

A1220.4 Supervisor Contractual $ 100.00
A1440.4 Engineering Contractual $ 288.00
A1650.4 Communications- - Website $ 156.00
A1670.4 Central Printing Contractual $ 155.00
A5010.4 Highway Supt Contractual $ 1,110.00
Total $1809.00

Motion was made by Councilperson Darlene Benton and was seconded by Supervisor Matthew Passarell authorizing the adoption of 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**

Supervisor Matthew Passarell: I need a motion to go into executive session.

Motion was made by Councilperson Richard Remley and was seconded by Councilperson Darlene Benton to enter executive session for the purpose of discussing the Pillars and court security at 7:30 pm. Motion carried by the following vote:

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

INTERMUNICIPAL AGREEMENT BETWEEN THE
TOWN OF ALBION AND THE TOWN OF GAINES
REGARDING THE SHARING OF CERTAIN WATER
COSTS, CHARGES AND MAINTENANCE

This agreement is made and entered in this August 8, 2016, between the Town of Albion, a municipal subdivision of the State of New York, County of Orleans (hereinafter the "Albion"), and the Town of Gaines, a municipal subdivision of the State of New York, County of Orleans (hereinafter the "Gaines") with Albion and Gaines collectively referred to as the "Towns",

WITNESSETH:

Whereas, Albion currently owns, maintains and charges for water lines within Water District #6, which services 43 homes within its municipal boundaries; and

Whereas, Gaines currently owns, maintains and charges for water lines within Water District #6, which services 11 homes within its municipal boundaries; and

Whereas, the Towns are desirous of contracting with one another for the purpose of sharing together the costs for maintaining and servicing these water lines;

Now, therefore, it is agreed, by the Towns, as follows:

Figure 1 - Paragraph to be amended

1. ***Meters – Water meters will be metered centrally through Albion Water District #6. The Towns' Water Superintendents will make every reasonable effort to coordinate and read the meter pit and the residential meters on a quarterly basis. Accordingly the Town of Gaines will transmit to the Town of Albion the Town of Gaines resident's usage on a quarterly basis and the Town of Albion will bill the Town of Gaines at the current rate charged by the Village of Albion as per the quarterly usage. In the event that the rate charged to the Town of Albion increases said increase shall be passed to the Town of Gaines.***

2. Maintenance and Repair – The Town of Gaines will solely be responsible for the maintenance and repairs of the water line within their Town boundaries. The Town of Albion will solely be responsible for the maintenance and repairs of the water line within their Town boundaries.

3. Billing – Each Town will be responsible for its own billing with respect to the homes and/or properties serviced within each Town's respective municipal boundaries.

4. Meter Ownership and Reading- Each Town shall be responsible for the cost associated with maintaining and reading meters which service the homes and/or properties within each Town's municipal boundaries.

5. Charges to residents – Each Town shall continue to charge the residents within its municipal boundaries according to the respective governing Town rate.

6. Water Charges to the Towns- Each Town shall continue to pay its respective water charge to the Village of Albion or the Monroe County Water Authority, depending on the individual contract with those municipalities.

7. Insurance- The Towns do hereby agree to obtain and thereafter continue to keep in full force and effect as part of its general liability insurance, public liability insurance relative to this contract and each Town's respective ownership of the meters and water lines at issue, as well as for the services and maintenance performed on those lines and/or meters.

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

THIS AGREEMENT made as of the 1st day of October, 2016, by and between the County of Orleans, organized and existing pursuant to the County Law of the State of New York, with offices at Courthouse Square, Albion, New York, (hereinafter the "County"), the Town of Albion, a municipal corporation organized and existing pursuant to the Town Law of the State of New York, with offices at 3665 Clarendon Road, Albion, New York, (hereinafter "Albion") and the Town of Gaines, a municipal corporation organized and existing pursuant to the Town Law of the State of New York, with offices at 14087 Ridge Road, Albion, New York (hereinafter "Gaines"), (collectively, the "Parties"),

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

WHEREAS, the Parties entered into a Joint Services Agreement for Appraisal Services, Exemption Services and Assessment Services By the County of Orleans (hereinafter "Joint Services Agreement") made as of the 28th day of September, 2011, as authorized by County resolution number 293-911, and

WHEREAS, the term of the said Joint Services Agreement terminates on September 30, 2016, and

WHEREAS, the Parties are desirous of continuing the existing Joint Services Agreement for an additional five year term effective October 1, 2016 and terminating on September 30, 2021 on the terms and conditions hereinafter set forth, and

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

The parties hereto agree as follows:

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

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

State Office of Real Property Tax Services (hereinafter "ORPTS"). Such appraisal personnel shall attend courses of training and education prescribed by ORPTS.

(c) Such appraisals shall be completed no later than the taxable status date of the Towns, and shall be submitted by the County Director of Real Property Tax Services to the Assessor of each Town in the form and containing such information as shall be prescribed by ORPTS.

(d) Appraisals furnished pursuant to this section shall serve as the basis of the assessment of the property so appraised.

(e) In any administrative or judicial proceeding to review an assessment which is based upon a County appraisal, the County shall make available its appraisers and other technical personnel to provide testimony and shall provide any evidence contained in its files as may be necessary to assist in the defense of any administrative or judicial proceeding. Albion or Gaines, as the case may be, shall be responsible for the defense of any administrative or judicial proceeding against the respective Town, including but not limited to, legal counsel, accountants, and/or independent appraisers, and each specifically retain its individual right to choose legal counsel, accountants, independent appraisers, and other experts or witnesses in such defense. Whether to defend, compromise or settle a particular administration or judicial proceeding shall be in each Town's sole discretion, and the County will be bound by the Town's determination in that regard.

(2) The dates applicable to the assessment process in each party to this Agreement including taxable status date, and the dates for the filing of the tentative and the final assessment rolls, shall be the same for each assessing unit pursuant to the provisions of the Real Property Tax Law.

(3) The County shall review applications for exemptions and determine the eligibility of the applicants for such exemptions. In any administrative or judicial proceeding to review an assessment in which the denial of an exemption is at issue, the County shall make available its personnel to provide testimony and shall provide any evidence contained in its files as may be necessary to assist in the defense of the denial of exempt status. Albion or Gaines, as the case may be, shall be responsible for the defense of any such administrative or judicial proceeding against the respective Town, including but not limited to, legal counsel, independent appraisers, accountants, independent appraisers, and other experts or witnesses in such defense. Whether to defend, compromise or settle a particular administration or judicial proceeding shall be in each Town's sole discretion, and the County will be bound by the Town's determination in that regard.

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

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

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

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

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

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

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

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

(11) This Agreement which continues the existing Joint Services Agreement shall take effect as of October 1, 2016 and shall terminate on September 30, 2021 or until a party withdraws from the Agreement.

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

TOWN OF GAINES

Attest

By:_____
Gaines Town Supervisor

_____
Gaines Town Clerk

TOWN OF ALBION

Attest

By:_____
Albion Town Supervisor

_____
Albion Town Clerk

COUNTY OF ORLEANS

Attest

By:_____
Chair, Orleans County Legislature

_____
Clerk of Legislature