

March 14, 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 February 8th 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 Water Contract – Draft letter of notification to reopen contract
12. Local Law Games of Chance
13. Inter-Municipal Agreement with Gaines – Code Enforcement Services
14. Flag for soldier monument
15. Executive Session

LAW OFFICES
WEBSTER, SCHUBEL & MEIER, LLP
113 WEST CENTER STREET, SUITE 2
P.O. BOX 606
MEDINA, NY 14103

DAVID C. SCHUBEL
ANDREW W. MEIER

NORRIS L. WEBSTER
(1936-2006)

FACSIMILE TRANSMITTAL SHEET

TO:
James Bell, Esq.

FROM:
Andrew W. Meier

COMPANY:
Town of Albion

DATE:
2/9/2016

FAX NUMBER:
585-589-0669

**TOTAL NO. OF PAGES INCLUDING
COVER:**

PHONE NUMBER:

FAX NUMBER:
(585)798-0776

RE:
Inter-Municipal Agreement

TELEPHONE NUMBER:
(585) 798-2250

☐ URGENT ☐ FOR REVIEW ☐ PLEASE COMMENT ☐ PLEASE REPLY ☐ PLEASE RECYCLE

NOTES/COMMENTS:

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**INTER-MUNICIPAL AGREEMENT
FOR
ZONING AND CODE ENFORCEMENT SERVICES
PURSUANT TO ARTICLE 5-G
GENERAL MUNICIPAL LAW**

THIS AGREEMENT, made by and between

The **TOWN OF ALBION**, a municipal corporation in the State of New York having its offices at 14087 Ridge Road West, Albion, Orleans County, New York (hereinafter "**ALBION**"),

The **TOWN OF GAINES**, a municipal corporation in the State of New York, having its offices at 3665 Clarendon Road, Albion, Orleans County, New York (hereinafter "**GAINES**").

WITNESSETH

WHEREAS, Gaines is desirous of utilizing the services of the Albion Zoning and Code Enforcement Officer (hereinafter "**ZEO/CEO**") at a cost to Gaines which is less than hiring its own dedicated ZEO/CEO, and

WHEREAS, Albion is desirous of permitted its ZEO/CEO to perform the same services to Gaines in return for fair consideration paid by Gaines to Albion, and

WHEREAS, the parties agree that this action is an efficient use of municipal resources, will benefit the budgets of each town, and will improve the delivery of ZEO/CEO services to both towns;

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. The Albion ZEO/CEO shall undertake the following services, duties and responsibilities for Gaines, which cumulatively shall consume an average of 10 hours per week over

the term of this agreement:

- a. Attendance at Town Board meetings;
- b. Attendance at Zoning Board of Appeals hearings;
- c. Attendance at Town Court when necessary in the course of an enforcement action or as reasonably requested by the village board;
- d. Process all building permit applications from initial permitting to issuance of Certificates of Occupancy or Certificates of Compliance;
- e. Process and respond to code violations and complaints
- f. Perform fire inspections;
- g. 24-hour availability for building-related emergencies; and
- h. Respond to inquiries by the Town Board as to any of the above matters.

2. In return for Albion undertaking the above duties and responsibilities for Gaines, Gaines shall pay to Albion the sum of \$~~19,162.698,786.95~~ annually as consideration for the administrative services performed by Albion. ~~The payment shall be made in monthly installments: the first on July __, 2015, and the last on December __, 2015. The first payment on July __ shall be adjusted and prorated from the effective date of this Agreement.~~ In addition, the Town of Gaines agrees to pay one-half (1/2) of all mileage reimbursements paid by the Town of Albion to the ZEO/CEO for travel related to his duties, regardless of whether the travel was incurred for Albion or Gaines. These payments shall be made in two annual installments due on July __, 2016, and December __, 2016, upon presentation of a voucher by Albion to Gaines. These payments shall be Gaines' sole contribution for its share of the costs associated with maintaining the ZEO/CEO on Albion payroll, and both parties acknowledge that this payment represents a fair contribution towards these costs as more detailed in Paragraph 3 of this agreement.

3. Albion shall continue to pay the ZEO/CEO for his or salary, benefits, benefits, withholding tax, worker's compensation, unemployment, disability, retirement, and any other cost associated with maintaining the ZEO/CEO on its payroll.

4. The Town of Gaines shall retain all permit and licensing fees collected by the ZEO/CEO for applications pertaining to properties located in the Town of Gaines.

5. All violations in the Town of Gaines shall be made returnable in the Town of Gaines Justice Court and further all fines imposed shall be retained by the Town of Gaines.

6. The Gaines Town Board and Zoning Board of Appeals shall continue to exercise all authority vested in these bodies by the laws of the State of New York and the Code of the Town of Gaines.

7. ZEO/CEO shall have access to all files in the office of the Gaines ZEO/CEO necessary for the ZEO/CEO to perform his functions in the Town of Gaines. All files for matters arising in the Town of Gaines shall remain in the Gaines ZEO/CEO office.

8. This Agreement shall remain in full force and effect until either of the parties shall notify the other of the termination of this Agreement which Notice must be made two (2) months prior to its effective date of termination.

9. This Agreement represents the entire Agreement of the parties and may not be modified or amended except by a written instrument duly approved by each of the respective parties.

IN WITNESS WHEREOF, the parties hereto hereby affix their hands and seals

this ____ day of _____, 2016.

TOWN OF GAINES

By: _____
Carol E. Culhane, Supervisor

02-09-16 12:09 FROM- WEBSTERSCHUBELMEIER 585-798-0776

T-879 P0005/0006 F-558

TOWN OF ALBION

By: _____
Matthew Passarell, Supervisor

STATE OF NEW YORK)
COUNTY OF ORLEANS) ss:
TOWN OF GAINES)

| On this ____ day of _____, 20156 before me personally came
CAROL E. CULHANE, to me known to be the Supervisor of the Town of
Gaines, New York, and the person who executed the foregoing instrument on
behalf of the Town of Gaines, New York, who being by me duly sworn, did
depote and say that she executed the said instrument by Order and resolution of
the Town Board of the Town of Gaines, New York, and that the Seal affixed is
the Seal of such Town and that it was so affixed thereto by Order of the Town
Board of said Town.

STATE OF NEW YORK)
COUNTY OF ORLEANS) ss:
TOWN OF ALBION)

| On this ____ day of _____, 20156 before me personally came
MATTHEW PASSARELL, to me known, who being by me duly sworn, did
depote and say that he resides in the Town of Albion, New York; and the person
who executed the foregoing instrument on behalf of the Town of Albion, New
York, who being by me duly sworn, did depote and say that she executed the
said instrument by Order and resolution of the Town Board of the Town of
Albion, New York, and that the Seal affixed is the Seal of such Town and that it
was so affixed thereto by Order of the Town Board of said Town.