

An Organizational meeting of the Town of Avon was held on Monday, January 3, 2011 at 6:00 P.M. at the Opera Block/Town Hall with the following members present:

PRESENT: Supervisor David LeFeber, Deputy Supervisor Kelly Cole, Councilmen Donald Cook Jr., James Blye and Thomas Mairs

OTHERS: Highway Superintendent Robert Ayers and Town Clerk Sharon Knight, CMC/RMC

VISITORS: None

Supervisor LeFeber opened the meeting by welcoming everyone and reading the following legal notice:

The Avon Town Board Organizational Meeting has been scheduled for Monday, January 3, 2011, at the Opera Block/Town Hall, 23 Genesee Street, Avon, New York, at 6:00 P.M.

By Order of Supervisor David LeFeber
Sharon M. Knight, CMC/RMC, Town Clerk
Dated: December 15, 2010
Publish: December 22, 2010

DISCUSSION VISITOR'S COMMENTS

Supervisor LeFeber asked for any public comments and there were none.

RESOLUTION #1 SETTING TIME AND PLACE OF 2011 TOWN BOARD MEETINGS

On motion of Councilman Mairs, seconded by Deputy Supervisor Cole the following resolution was

ADOPTED AYES 5 NAYS 0

WHEREAS, New York State Town Law requires that town boards of towns of the second class meet periodically to accomplish certain business matters such as auditing claims, and

WHEREAS, New York State Open Meeting Law and Public Officers Law both require that reasonable effort be made to hold such meeting in facilities that permit barrier free access for the physically handicapped, now, therefore, be it

RESOLVED, that all regular meetings of the Avon Town Board throughout the year 2011 will be held at 6:00 P.M. on the following days (generally the second and fourth Thursday of each month) in the Opera Block/Town Hall located at 23 Genesee Street in the Town of Avon:

1/13, 1/27, 2/10, 2/24, 3/10, 3/24, 4/14, 4/28, 5/12, 5/26, 6/9, 6/23, 7/14, 7/28, 8/11, 8/25, 9/8, 9/22, 10/13, 10/27, 11/3, 11/17, 12/8, 12/29.

Vote of the Board: Councilman Blye - Aye, Councilman Mairs - Aye, Councilman Cook - Aye, Deputy Supervisor Cole - Aye, Supervisor LeFeber - Aye

RESOLUTION #2 DESIGNATING OFFICIAL BANKS

On motion of Councilman Blye, seconded by Deputy Supervisor Cole the following resolution was

ADOPTED AYES 5 NAYS 0

WHEREAS, section 64 of New York State Town Law provides that the town board shall designate the official bank of the town, now, therefore, be it

RESOLVED, that the Avon Town Board does hereby designate the following banking institutions as the official banks of the Town of Avon for the year 2011.

Bank of Castile, HSBC, Chase, and Five Star Bank

Vote of the Board: Councilman Blye - Aye, Councilman Mairs - Aye, Councilman Cook - Aye, Deputy Supervisor Cole - Aye, Supervisor LeFeber - Aye

RESOLUTION #3 DESIGNATING OFFICIAL NEWSPAPER

On motion of Councilman Blye, seconded by Councilman Mairs, the following motion was

ADOPTED AYES 5 NAYS 0

WHEREAS, section 64 of New York State Town Law provides that the town board shall designate the official newspaper of the town, now, therefore, be it

RESOLVED, that the Avon Town Board does hereby designate the Livingston County News as the official newspaper of the Town of Avon.

Vote of the Board: Councilman Blye - Aye, Councilman Mairs - Aye, Councilman Cook - Aye, Deputy Supervisor Cole - Aye, Supervisor LeFeber - Aye

RESOLUTION #4 AMEND 2011 FEE SCHEDULE

On motion of Councilman Cook, seconded by Councilman Blye the following resolution was

ADOPTED AYES 5 NAYS 0

RESOLVE to adopt the 2011 Fee Schedule as follows:

2011 FEE SCHEDULE

Code Enforcement Fees:

Single Family Residence	.15 sq. ft	\$25 Min
Double/Multi-family	.15 sq. ft	\$25 Min

RESOLUTION #4 AMEND 2011 FEE SCHEDULE-continued

Mobile Homes	.12 sq. ft	
Modular Homes	.15 sq. ft	\$25 Min
Basement/Foundation/Crawl Space	\$35.00	
Garages (Detached/Attached)	.08 sq. ft	\$20 Min
Shed Accessory Buildings	.08 sq. ft	\$20 Min
Porches	.08 sq. ft	\$20 Min
Decks	.08 sq. ft	\$20 Min
Interior Alterations	.12 sq. ft	\$25 Min
Additions	.12 sq. ft	\$25 Min
Fences	\$15.00	
Chimney/Fireplace/Woodstove	\$25.00	
Awnings (excluding windows)	\$20.00	
Wheelchair Ramps	\$20.00	
Pool – Above Ground	\$25.00	
Pool – In Ground	\$30.00	
Permit Renewal - House	\$25.00	
Demolition	\$25.00	
Move/Relocate Structure	\$25.00	
Sign Permits	\$25 + \$1.50/sq. ft	
Sign Permits – Temporary	\$10.00	
Tank Installation	\$25.00	
Tank Removal	\$10.00	
Site Visit – Flood Zone Interpretation	\$25.00	
Additional Site Visit	\$25.00	
Certificate of Occupancy/Compliance under Building Permit	\$15.00	
Certificate of Occupancy/Compliance NOT under Permit	\$25.00	
Tower Construction	\$10/linear foot	
Tower Collocation	\$25.00 + \$1/linear foot	
Re-roofing	\$20.00	
Hot Water Heater Installation	\$20.00	
Furnace Installation	\$20.00	
Home Generator (Fixed Installation)	\$20.00	
 Commercial/Industrial		
0 to 4,000 sq. ft floor space	.12 sq. ft	\$25 Min
4,001 sq. ft +	.10 sq. ft	\$20 Min
Commercial Storage Buildings	.08 sq. ft	\$20 Min
Commercial Foundations/Crawl Space	\$100.00	
Special Use Permits	\$25.00	
Planning Board/Zoning Board of Appeals Publication Fees	\$45.00 per notice	
Area/Use Variance	\$15.00	
Site Plan Review	\$50.00	
Subdivision Application	\$50.00 + \$10.00 per lot	

RESOLUTION #4 AMEND 2011 FEE SCHEDULE-continued

Tower Conditional Use Permit Application Fee	\$500.00
Tower Conditional Use Permit	\$1000.00

Cemetery Fees:

Single plot (approx. 4x10) with corner markers	\$325.00
Double plot (approx. 8x10) with corner markers	\$625.00
Grave Opening –Adult size grave	\$385.00
Grave Opening – Still born, youth size and cremations	\$160.00

Town Clerk:**Dog Fees:**

Annual license: spayed/neutered	\$ 10.00
unspayed/unneutered	\$ 15.00
Certified Therapy Dog	\$.00
Purebred license: 1 – 10 dogs	\$ 25.00
11 – 25 dogs	\$ 50.00
26 – more dogs	\$100.00
Replacement tag	\$ 1.00

Town Code Books:

Town of Avon Code Book - Current General Code Price
 Supplements – Cost of last update divided by the number of copies
 Subdivision of Land – Chapter 113 - \$25.00
 Design Criteria and Construction Specifications for Land Development - \$25.00
 Zoning – Chapter 130 - \$25.00

Peddler/Solicitor:

For a person licensed as a hawker, peddler or solicitor:
 For a period of six months or less - \$25.00
 For a period in excess of six months but not for more than one year - \$100.00

For a person licensed to assist a hawker, peddler or solicitor:
 For a period of six months or less - \$15.00
 For a period in excess of six months but not for more than one year - \$50.00

Highway Department Fees:

Brush and tree dumping - \$50.00 per six wheel loader.

RESOLUTION #4 AMEND 2011 FEE SCHEDULE-continued**Water Department Fees:**

Tapping fees – short side - \$900.00

Tapping fees – long side - \$1500.00

Yearly Backflow testing through LMC, Inc. - \$63.00

Dump Day Fees: (10 tire limit)

Car and small truck \$3.00

Dump truck \$15.00

Tractor tire \$40.00

Engineering, Attorney & Other Professional Services:

Engineering, Attorney or Other Professional Services at actual cost to Town of Avon

Sharon M. Knight, CMC/RMC, Town Clerk & Tax Collector

Vote of the Board: Councilman Blye - Aye, Councilman Mairs - Aye, Councilman Cook - Aye, Deputy Supervisor Cole - Aye, Supervisor LeFeber - Aye

**RESOLUTION #5 SETTING MILEAGE REIMBURSEMENT RATE
CONSISTENT WITH THE LIVINGSTON COUNTY RATE**

On motion of Councilman Cook, seconded by Councilman Blye, the following resolution was

ADOPTED AYES 5 NAYS 0

Be It RESOLVED, by the Town Board of the Town of Avon, that effective immediately the mileage reimbursement rate to be used by Town of Avon Employees will be reimbursed consistent with the rate set by Livingston County for 2011, currently fifty-one cents per mile and claimed on the Official Form of the Town of Avon.

Vote of the Board: Councilman Blye - Aye, Councilman Mairs - Aye, Councilman Cook - Aye, Deputy Supervisor Cole - Aye, Supervisor LeFeber - Aye

RESOLUTION #6 PROCUREMENT POLICY

On motion of Councilman Cook, seconded by Councilman Mairs the following resolution was

ADOPTED AYES 5 NAYS 0

RESOLVE to approve the following Procurement Policy for 2011.

RESOLUTION #6 PROCUREMENT POLICY-continued

PROCUREMENT POLICY - 2011

§ __-1. Adoption; applicability.

The Town of Avon does hereby adopt the following procurement policy which is intended to apply to all goods and services which are not required by law to be publicly bid.

§ __-2. Determination of purchase.

Every purchase made will be initially reviewed to determine whether it is a purchase contract or a public works contract. The ratio of the cost of services to the goods should not be the sole determinative factor of whether a contract is one of purchase or public works. Once that determination is made, a good faith effort will be made to determine whether it is known or can reasonably be expected that the aggregate amount to be spent on the item of supply or service is not subject to competitive bidding, taking into account past purchases and the aggregate amount to be spent in a year. As a general guide, items of work of the same or similar nature for which are customarily handled by the same vendors or contractors should be treated as a single items for purposes of determining whether the dollar threshold will be exceeded.

§ __-3. Purchases not subject to competitive bidding.

The following items are not subject to competitive bidding pursuant to § 103 of the General Municipal Law:

- A. Purchase contracts under \$10,000 and public works contracts under \$20,000.
- B. Emergency purchases.
- C. Goods purchased from correctional institutions or agencies for the blind or severely handicapped.
- D. Purchases under state and county contracts.
- E. Surplus and secondhand purchases from another governmental entity.
- F. Items which may only be purchased from one source.
- G. Goods purchased at auction.
- H. Professional Services such as Attorney, Engineer and/or Architect

§ __-4. Documentation of decision regarding bidding.

The decision that a purchase is not subject to competitive bidding will be documented, in writing, by the individual making the purchase. This documentation may include written or verbal quotes from vendors, a memo from the purchaser indicating how the decision was arrived at, a copy of the contract indicating the source which makes the item or service exempt, a memo from the purchaser detailing the circumstances which led to an emergency purchase or any other written documentation that is appropriate.

RESOLUTION #6 PROCUREMENT POLICY-continued

§ __-5. Purchase to be at lowest price; exceptions.

All goods and services will be secured by use of written requests for proposals, written quotations, verbal quotations, or any other method that assures that goods will be purchased at the lowest price and that favoritism will be avoided, except in the following circumstances:

- A. Purchase contracts over \$20,000 and public works contracts over \$30,000. EN
- B. Goods purchased from correctional institutions pursuant to § 186 of the Correction Law.
- C. Purchases under State contracts pursuant to § 104 of the General Municipal Law.
- D. Purchases under county contracts pursuant to § 103(3) of the General Municipal Law.
- E. Purchases pursuant to § __-8 of this policy.

§ __-6. Methods of purchase.

A. The following method of purchase will be used when required by this policy in order to achieve the highest savings:

Estimated Amount of Purchase Contract Method

\$250 to \$2,999	2 verbal quotations
\$3,000 to \$9,999	3 written/FAX quotations or written request for proposals

Estimated Amount of Public Works Contract Method

\$250 to \$2,999	2 verbal quotations
\$3,000 to \$4,999	2 written/FAX quotations
\$5,000 to \$19,999	3 written/FAX quotations or written request for proposals

B. A good-faith effort shall be made to obtain the required number of proposals or quotations. If the purchaser is unable to obtain the required number of proposals or quotations, the purchaser will document the attempt made at obtaining the proposals. In no event shall the failure to obtain the proposals be a bar to the procurement.

§ __-7. Documentation required.

- A. Documentation is required of each action taken in connection with each procurement.
- B. Documentation and an explanation is required whenever a contract is awarded to other than the lowest responsible offeror. This documentation will include an explanation of how the award will achieve savings and/or why it is in the best interests of the Town and its taxpayers to make an award to other than the low bidder and/or how the offeror

RESOLUTION #6 PROCUREMENT POLICY-continued

was not responsible. A determination that the offeror is not responsible shall be made by the purchaser and may not be challenged under any circumstances.

C. A request for proposal may be restricted within the Town or County provided that it does not violate the competitive bidding requirements. In the event that a request for proposal will contain such a geographic restriction the purchaser shall document the manner in which it does not violate the competitive bidding requirements.

§ __-8. Alternative proposals not required.

Pursuant to General Municipal Law § 104-b, Subdivision 2f, a procurement policy may contain circumstances when, or types of procurements for which, in the sole discretion of the governing body, the solicitation of alternative proposals or quotations will not be in the best interest of the municipality. In the following circumstances it may not be in the best interests of the Town of Avon to solicit quotations or document the basis for not accepting the lowest bid:

A. Professional services or services requiring special or technical skill, training or expertise.

(1) The individual or company must be chosen based on accountability, reliability, responsibility, skill, education and training, judgment, integrity and moral worth. These qualifications are not necessarily found in the individual or company that offers the lowest price, and the nature of these services are such that they do not readily lend themselves to competitive procurement procedures. In determining whether a service fits into this category, the Board of Trustees shall take into consideration the following guidelines:

(a) Whether the services are subject to state licensing or testing requirements.

(b) Whether substantial formal education or training is a necessary prerequisite to the performance of the services.

(c) Whether the services require a personal relationship between the individual and municipal officials.

(2) Professional or technical services shall include but not be limited to the following: services of an attorney; services of a physician; technical services of an engineer engaged to prepare plans, maps and estimates; securing insurance coverage and/or services of an insurance broker; services of a certified public accountant; investment management services; printing services involving extensive writing, editing or art work; management of municipally owned property; and computer software or programming services for customized programs or services involved in substantial modification and customizing of prepackaged software.

(3) The Town by and through its department heads may, at its discretion, require that the professional provide the following:

RESOLUTION #6 PROCUREMENT POLICY-continued

(a) A completed acquisition form submitted to the department head which provides a request for work to be performed including hours to be spent, description of work to be performed and projected cost.

(b) The Town shall have the option of obtaining additional quoted for the services to be provided and may accept a lower quote.

(c) In the event that the cost of services to provided shall exceed the amounts specified on the acquisition form the professional shall submit an extension request form to the department head for approval prior to expending additional materials or services in excess of the amount specified in the original acquisition form.

(d) Prior to payment the professional shall submit the following: (1) complete description of work performed; (2) hours for each item with appropriate rate charged; and (3) copy of approved acquisition form signed by the appropriate department head together with any signed extension forms for sums due in addition to the amounts set forth in the original acquisition form.

B. Emergency purchases pursuant to § 103, Subdivision 4, of the General Municipal Law. Due to the nature of this exception, these goods or services must be purchased immediately, and a delay in order to seek alternate proposals may threaten the life, health, safety or welfare of the residents. This subsection does not preclude alternate proposals, if time permits.

C. Purchases of surplus and secondhand goods from any source. If alternate proposals are required, the village is precluded from purchasing surplus and secondhand goods at auctions or through specific advertised sources where the best prices are usually obtained. It is also difficult to try to compare prices of used goods, and a lower price may indicate an older product.

D. Goods or services under \$250. The time and documentation required to purchase through this policy may be more costly than the item itself and would therefore not be in the best interests of the taxpayer. In addition it is not likely that such small contracts would be awarded based on favoritism.

§ __-9 IT / Computer Services –

Effectively immediately, all Services requested of the Town of Avon's IT service provider (currently Hurricane Technologies) must be approved by the committee chairperson for IT/Infrastructure for the Town of Avon.

The exception is for emergency calls that are required for IT/PC equipment that is preventing the town employee from performing their normal work duties.

RESOLUTION #6 PROCUREMENT POLICY-continued

No equipment will be moved, transferred, swapped or re-arranged by the service provider without the consent of the Chairperson or Supervisor of the IT/Infrastructure department. This consent will be transmitted via phone call, fax, text, or email to the service provider.

The Town of Avon will not be responsible for any service provided at the request of town employees without the approval stated above.

§ __-10 Equipment & Furniture purchases –

This policy change is effective for all Town functions, with the exclusion of Water and Highway Departments.

All equipment and furniture, including IT equipment, over \$100.00 must be approved BEFORE purchased. The approval shall come from the Town Supervisor, or his designated substitute.

Exceptions to this pre-approval are for normal office supplies, such as paper, toner, light bulbs, cleaning supplies, or preapproved vouchers...etc.

By order of the Avon Town Board
January 3rd, 2011

§ __-9. Effective date; annual review.

This policy went into effect July 23, 2004 and amended January 3, 1011 and will be reviewed annually.

Vote of the Board: Councilman Blye - Aye, Councilman Mairs - Aye, Councilman Cook - Aye, Deputy Supervisor Cole - Aye, Supervisor LeFeber – Aye

RESOLUTION #7 RULES OF PROCEDURE OF THE AVON TOWN BOARD

On motion of Councilman Mairs, seconded by Councilman Cook the following resolution was

ADOPTED AYES 5 NAYS 0

Rules of Procedure of the Avon Town Board

I. At each regular meeting of the Avon Town Board, business shall be taken up in the following order:

Call to Order & Silent Roll Call
Pledge of Allegiance
Visitors Comments
Approval of minutes

**RESOLUTION #7 RULES OF PROCEDURE OF THE AVON TOWN BOARD-
continued**

Department Reports
Resolutions
New/Old Business
Open Items – Town Officers
Communications
Future Board Meetings
Visitor Comments
Adjournment

II. The Town Supervisor shall preside over all meetings of the Avon Town Board, preserve order and decorum during its sessions and decide all questions of order.

Furthermore the Supervisor shall:

- provide meeting agenda in writing to Board Members and Town Clerk by noon on Wednesday prior to the regular meeting,
- grant privileges of the floor as needed/requested by any Town Board Member or the public,
- call for any motions or resolutions as required by the issue in front of the town board,
- restate all motions and resolutions prior to discussion of same,
- place in writing or direct the Town Clerk to place in writing any motion or resolution upon the request of any Town Board member prior to discussion or a vote on such,
- call for discussion of all issues put before the board including but not limited to motions, resolutions and propositions prior to the call for a vote on such,
- call for a vote on all motions, resolutions and propositions when discussions have been concluded and all pertinent information or evidence has been considered,
- postpone any vote on any motion, resolution, or similar action placed in front of the Town Board upon the request of any two Town Board Members for a period of two weeks or until the next scheduled regular meeting of the Avon Town Board, to be determined by the requesting board member,
- require that a complete and accurate record of the proceedings of each meeting of the Avon Town Board as required by Section 30 of the New York State Town Law,
- all information pertaining to any upcoming regular meeting of the Town Board be assembled in a package and made available to the Town Board and the Town Clerk by noon on the Wednesday before said meeting.

Public Hearings

1. Please hold all questions or comments until the conclusion of any presentation.
2. Please direct any comments or questions to the Town Board and kindly wait to be recognized by the Town Supervisor.

RESOLUTION #7 RULES OF PROCEDURE OF THE AVON TOWN BOARD-continued

3. Please state your name for the official record. If you have any information that you would like included in the official record, please provide the Town Clerk with a copy of such information this evening.
4. The Town Board reserves the right to place a time limit on speakers, if necessary.

Vote of the Board: Councilman Blye - Aye, Councilman Mairs - Aye, Councilman Cook - Aye, Deputy Supervisor Cole - Aye, Supervisor LeFeber - Aye

DISCUSSION – OPEN POSITIONS

There was discussions of the applications that were received and the following actions were taken.

RESOLUTION #8 APPOINTMENT OF CINDY KELLEN TO THE ZONING BOARD OF APPEALS

On motion of Councilman Mairs, seconded by Councilman Blye the following resolution was

ADOPTED AYES 5 NAYS 0

RESOLVE to appoint Cindy Kellen to continue her service as a Member of the Zoning Board of Appeals, term to expire December 31, 2015.

Vote of the Board: Councilman Blye - Aye, Councilman Mairs - Aye, Councilman Cook - Aye, Deputy Supervisor Cole - Aye, Supervisor LeFeber - Aye

RESOLUTION #9 APPOINTMENT OF THOMAS MCGOVERN TO THE PLANNING BOARD

On motion of Councilman Mairs, seconded by Councilman Blye the following resolution was

ADOPTED AYES 5 NAYS 0

RESOLVE to appoint Thomas McGovern to continue his service on the Planning Board, term to expire, December 31, 2017.

Vote of the Board: Councilman Blye - Aye, Councilman Mairs - Aye, Councilman Cook - Aye, Deputy Supervisor Cole - Aye, Supervisor LeFeber - Aye

RESOLUTION #10 APPOINTMENT OF GERALD COYNE

On motion of Councilman Mairs, seconded by Councilman Cole the following resolution was

ADOPTED AYES 5 NAYS 0

RESOLVE to appoint Gerald Coyne to continue to serve as a Member of the Board of Assessment Review, term to expire September 30, 2015.

Vote of the Board: Councilman Blye - Aye, Councilman Mairs - Aye, Councilman Cook - Aye, Deputy Supervisor Cole - Aye, Supervisor LeFeber - Aye

DISCUSSION - SUPERVISOR'S APPOINTMENTS

Supervisor LeFeber made the following appointments:

Deputy Supervisor – Kelly Cole

St. John & Baldwin as the Town of Avon Accountants

Finance – Budgets & Special Districts, Capital Projects: Chairman Supervisor LeFeber and Member Deputy Supervisor Cole

Public Works – Water and Highway - Chairman Councilman Cook and Member Councilman Mairs

Residential, Commercial & Industrial Issues, Planning & Zoning and Public Relations Employee Handbook, Community Web Site, Grants, Positive Image, Employee Relations, Customer Focus Chairman Councilman Blye and Member Councilman Mairs

Facilities – Opera Block, Evaluate Current and Future Technology and Facilities. Chairman Deputy Supervisor Cole and Member Councilman Cook

Dump Days – Chairman Councilman Mairs

Recreation Board – Councilman Donald Cook

Ethics Committee – Councilman Thomas Mairs, Rev. Thomas Taylor and Resident Sandra Irish

Comprehensive Plan – Councilman James Blye

RESOLUTION #11 POSITION APPOINTMENTS FOR 2011

On motion of Councilman Cook, seconded by Councilman Blye the following resolution was

RESOLUTION #11 POSITION APPOINTMENTS FOR 2011-continued

ADOPTED AYES 5 NAYS 0

WHEREAS, Section 27 of New York State Town Law provides that the town board shall hire employees and make such position appointments as needed to conduct the business of the town, now therefore, be it

RESOLVED, by the Avon Town Board to make the following position appointments with terms as indicated:

Zoning Board of Appeals Clerk – Lisa Anderson – 1 year, expiring 12/31/2011
Planning Board Clerk – Jennifer Sargeant – 1 year, expiring 12/31/2011
Clerk to the Town Justice – Janis Cole – 1 year, expiring 12/31/2011
Clerk to the Town Justice – Jennifer Sargeant – 1 year, expiring 12/31/2011
Clerk to the Town Justice – Stephanie Schweitzer – 1 year expiring 12/31/2011
Financial Advisor to the Town – Bernard P. Donegan Inc. – 1 year, expiring 12/31/2011
Code Enforcement Officer – Anthony Cappello 12/31/2011
Code Enforcement Officer – Lee Rodamaker 12/31/2011
Historian – Maureen Kingston – 1 year, expiring 12/31/2011
Dog Control Officer – Livingston County Department of Dog Control
Deputy Town Clerk – Mary Rizzo, expiring 12/31/2011
Deputy Town Clerk – Stephanie Schweitzer, expiring 12/31/2011
Deputy Superintendent of Highways – Thomas Crye, expiring 12/31/2011
Confidential Secretary to the Supervisor – Mary Blye, expiring 12/31/2011
Attorney for the Town – James Campbell, expiring 12/31/2011

Vote of the Board: Councilman Blye - Aye, Councilman Mairs - Aye, Councilman Cook - Aye, Deputy Supervisor Cole - Aye, Supervisor LeFeber - Aye

DISCUSSION ADOPTING EMPLOYEE COMPENSATION SCHEDULE FOR THE YEAR 2011

On motion of Councilman Cook, seconded by Councilman Blye a resolution was discussed and then the second to the motion was withdrawn by Councilman Blye.

DISCUSSION DEPUTY TOWN CLERK SALARIES

Deputy Supervisor would like to bring up the salaries of the Deputy Town Clerks but not the budget amount. As in past years eleven years a budget transfer would be made at the end of the year. Supervisor LeFeber stated he is in favor of the uniform rate of pay increases for employees. Deputy Supervisor Cole suggested a ten percent increase. Councilman Cook was in favor of an increase, but did not suggest a percentage. Town Clerk Knight recommended not approving the increases without a change in the budget. Deputy Supervisor Cole stated that the court could save money by offering more hours to the lowest paid Clerk to the Town Justice. Supervisor LeFeber stated that a ten percent raise is too high and Deputy Supervisor Cole stated that it is time for an adjustment. The following Board action was taken.

RESOLUTION #12 ADOPTING EMPLOYEE COMPENSATION SCHEDULE FOR THE YEAR 2011

On motion of Councilman Cook, seconded by Deputy Supervisor Cole the following resolution was

ADOPTED AYES 3 NAYS 2 (Supervisor LeFeber and Councilman Blye)

WHEREAS, Section 27 of New York State Town Law provides that the town board shall fix, from time to time, the compensation of all officers and employees of the town and determine when the same shall be payable, and

WHEREAS, the Avon Town Board has determined that it is appropriate and timely to set such compensations at the yearly organization meeting, now, therefore, be it

RESOLVED, that the Avon Town Board does hereby adopt the following compensation schedule for the year 2011 and that such compensation be paid on a biweekly or monthly basis or as a claim when presented to the Town Clerk and approved by the Town Board within the structure of the Town's voucher system.

2011 Town of Avon Employee Compensation Schedule

Name	Position/Duties	Status	2010 Rate	2011 Rate
Anderson, Lisa	ZBA Clerk	Part Time*	\$12.50/hr.	\$12.75/hr/
Ayers, Robert	Highway Superintendent Cemetery Caretaker	Elected	\$66,000/yr. \$1,200/yr.	\$69,000/yr. \$1,250/yr.
Blye, Mary	Supervisor's Sect. Water Clerk Personnel Clerk	Part Time*	\$17.00/hr.	\$17.35/hr.
Blye, James	Town Councilman	Elected*	\$4,700/yr.	\$4,700/yr.
Burke, Heather	Youth Board Member	Part Time*	\$40/month	\$40/month
Campbell, James	Attorney	Part Time*	\$150/hr.	\$150/hr.
Cappello, Anthony	Code Enforcement Officer	Part Time*	\$13,178/yr.	\$13,442/yr.
Clements, Wesley	Motor Equipment Operator	Full Time	\$21.50/hr.	\$22.00/hr.
Cole, Janis	Clerk to the Town Justice	Part Time*	\$19.00/hr.	\$19.40/hr.
Cole, Kelly	Deputy Supervisor	Elected*	\$4,700/yr.	\$4,700/yr.
Cook, Donald	Town Councilman	Elected*	\$4,700/yr.	\$4,700/yr.
Crye, Thomas W.	Motor Equipment Operator Deputy Highway Superintendent	Full Time	\$22.00/hr.	\$22.50/hr.
Hayes, Allison	Youth Recreation Board Member	Part Time*	\$40.00/month	\$40.00/month

**RESOLUTION #12 ADOPTING EMPLOYEE COMPENSATION SCHEDULE
FOR THE YEAR 2011-continued**

Kime, James	Motor Equipment Operator	Full Time	\$21.50/hr.	\$22.00/hr.
Kingston, Maureen	Historian	Part Time*	\$1,898/yr.	\$1,936/yr.
Knight, Sharon	Town Clerk & Receiver of Taxes Vital Registrar	Elected	\$32,251/yr. \$666.00/yr	\$32,251/yr. \$666.00/yr
LeFeber, David	Town Supervisor	Elected*	\$12,000/yr.	\$12,000/yr.
Mairs, Thomas	Town Councilman	Elected*	\$4,700/yr.	\$4,700/yr.
McKeown Daniel	Water Superintendent	Full Time	\$47,960/yr.	\$48,920/yr.
McDowell, Kim	Youth Board Member, Chairperson	Part Time *	\$50/month	\$50/month
Piampiano, Peter	Town Justice	Elected*	\$11,226/yr.	\$11,783/yr.
Prine, Claire	Youth Recreation Board	Part Time*	\$40.00/month	\$40.00/month
Rizzo, Mary	Deputy Town Clerk	Part Time*	\$13.40/hr.	\$14.74/hr.
Rodamaker, Lee	Code Enforcement Officer	Part Time*	\$14.85/hr.	\$14.85/hr.
Rumfola, Richard	Motor Equipment Operator	Full Time	\$21.50/hr.	\$22.00/hr.
Sargeant, Jennifer	Typist Planning Board Clerk Clerk to the Town Justice	Part Time* 20hrs/wk.	\$17.00/hr. \$14.42/hr.	\$17.00/hr. \$14.42/hr.
Snyder, Tami	Assessor	Part Time*	\$30,572/yr.	\$31,183/yr.
Schwartz, Robert	Assessor Clerk	Part Time *	\$18.80/hr.	\$19.18/hr.
Schweitzer, Stephanie	Deputy Town Clerk Clerk to the Town Justice	Part Time* Part Time*	\$10.45/hr.	\$11.50/hr. \$11.50/hr.
Torregiano, Michael	Town Justice	Elected*	\$11,226/yr.	\$11,221/yr.
Washburn, Rachel	Youth Recreation Board	Part Time*	\$40.00/month	\$40.00/month
Open Position	Highway		\$12.00/hr.	\$12.00/hr.

*No benefits included in compensation

WHEREAS, Section 27 of New York State Town Law provides that the town board shall fix, from time to time, the compensation of all officers and employees of the town and determine when the same shall be payable, and

RESOLUTION #12 ADOPTING EMPLOYEE COMPENSATION SCHEDULE FOR THE YEAR 2011-continued

WHEREAS, the Avon Town Board has determined that it is appropriate and timely to set such compensations at the yearly organization meeting, now, therefore, be it

RESOLVED, that the Avon Town Board does hereby adopt the following compensation schedule to expire December 31, 2011 and that such compensation be paid on a biweekly or monthly basis or as a claim when presented to the Town Clerk and approved by the Town Board within the structure of the Town's voucher system.

2011 Town of Avon Employee Compensation Schedule

Name & Length of Term	Position	2011 Rate/Meeting
Root, James 12/16	Planning Board	\$50.00
McGovern, Thomas 12/17	Planning Board	\$50.00
Anderson, James 12/11	Planning Board	\$50.00
Mulligan, Jeffrey 12/12	Planning Board	\$50.00
Cole, Kathy 12/13	Planning Board	\$50.00
Coyne, Malachy 12/14	Planning Board	\$50.00
Tugel Dr., Robert 12/15	Planning Board, Chairman	\$60.00
Westfall, Robert 12/13	Zoning Board of Appeals, Chairman	\$60.00
Stevens, Michael 12/14	Zoning Board of Appeals	\$50.00
Kellen, Cindy 12/15	Zoning Board of Appeals	\$50.00
Barrett, Norman 12/11	Zoning Board of Appeals	\$50.00
Price, Samuel 12/12	Zoning Board of Appeals	\$50.00

Vote of the Board: Councilman Blye - Nay, Councilman Mairs - Aye, Councilman Cook - Aye, Deputy Supervisor Cole - Aye, Supervisor LeFeber - Nay

RESOLUTION #13 MARRIAGE OFFICER APPOINTMENT

On motion of Supervisor LeFeber, seconded by Councilman Blye the following resolution was

ADOPTED AYES 5 NAYS 0

RESOLVE, that Deputy Supervisor Cole is appointed Marriage Officer for a term to expire December 31, 2011.

Vote of the Board: Councilman Blye - Aye, Councilman Mairs - Aye, Councilman Cook - Aye, Deputy Supervisor Cole - Aye, Supervisor LeFeber - Aye

RESOLUTION #14 CONTRACT WITH THYSSENKRUPP ELEVATOR

On motion of Councilman Cook, seconded by Deputy Supervisor Cole the following resolution was

ADOPTED AYES 5 NAYS 0

RESOLVE to authorize Supervisor LeFeber to sign a contract with ThyssenKrupp Elevator to maintain the elevator and the elevator equipment as follows:

Purchaser: Town of Avon
 23 ~~57~~ Genesee Street
 Avon, NY 14414
 Hereinafter referred to as "Purchaser", "you", and "your".

Location: 23-27 Genesee Street
 23-27 Genesee Street
 Avon, NY 14414

By: ThyssenKrupp Elevator Corporation
 245 Summit Point Drive, Suite 2-B
 Henrietta, NY 14667
 Telephone: 585-359-9290
 Fax: (585)359-9724 - *866-653-5246*
 E-Mail: monte.zurlo@thyssenkrupp.com
 Internet: www.thyssenkruppelevator.com

Hereinafter referred to as "ThyssenKrupp Elevator Corporation", "ThyssenKrupp Elevator", "we", "us" and "our".

GOLD MAINTENANCE AGREEMENT

ThyssenKrupp Elevator agrees to maintain Purchaser's elevator equipment described below in accordance with this agreement. We will endeavor to provide a comprehensive maintenance program designed to protect your investment and maximize the performance, safety, and life span of the elevator equipment to be maintained.

Equipment To Be Maintained

Building Name	Unit Quantity	Manufacturer	Type of Unit	Application of Unit	Unit ID or Serial #
23-27 Genesee Street	1	ThyssenKrupp	Hydraulic	Passenger	EAC029

ThyssenKrupp Elevator
 Americas Business Unit



ThyssenKrupp

Preventative Maintenance Program

We will service your equipment described in this agreement on a regularly scheduled basis. These service visits will be performed during normal business working days and hours, which are defined as Monday through Friday, 8:00 AM to 4:30 PM (except scheduled holidays). All work performed before or after normal business working days and hours shall be considered "Overtime".

ThyssenKrupp Elevator will perform the following services:

- Examine your elevator equipment for optimum operation. Our examination, lubrication and adjustment will cover the following components of your elevator system:
 - Control and landing positioning systems
 - Signal fixtures
 - Machines, drives, motors, governors, sheaves, and wire ropes
 - Power units, pumps, valves, and jacks
 - Car and hoistway door operating devices and door protection equipment
 - Loadweighers, car frames and platforms, and counterweights
 - Safety mechanisms
- Lubricate equipment for smooth and efficient performance
- Adjust elevator parts and components to maximize performance and safe operation

Full Coverage Parts Repair and Replacement

ThyssenKrupp Elevator will provide full coverage parts repair and/or replacement for all components worn due to normal wear, unless specifically excluded in the "Items Not Covered" or "Other Conditions" provisions herein. We maintain a comprehensive parts inventory to support our field operations. All replacement parts used in your equipment will be new or refurbished to meet the quality standards of ThyssenKrupp Elevator. Most specialized parts are available within 24 hours, seven days a week. We will relamp all signals as required (during regularly scheduled visits).

Maintenance Control Program

ThyssenKrupp Elevator performs service in accordance with our written Maintenance Control Program. This program meets or exceeds any and all requirements of ASME A 17.1-2007 Code, Section 8.6. The Maintenance Control Program includes ThyssenKrupp Elevator's Maintenance Tasks & Records documentation which shall be used to record all work performed on the equipment and is provided with each controller. We do not perform any tests unless such tests are specifically listed as included elsewhere in this agreement.

Quality Assurance

To help increase elevator performance and decrease downtime, our technicians utilize the latest industry methods and technology available to us for your specific brand of elevator. They will be equipped with our tools, documentation and knowledge to troubleshoot your unique system, as well as access to a comprehensive parts replacement inventory system.

Behind our technicians is a team devoted to elevator excellence. Technicians are supported around the clock by a team of engineers and field support experts. Our North American technical support facilities continuously research advancements in the industry and in your equipment. Also, our internal quality control program ensures optimum and reliable operation of your elevator equipment.

To assure that quality standards are being maintained, we may conduct periodic field quality audit surveys. Your dedicated ThyssenKrupp Elevator representative will be available to discuss your elevator needs with you in all aspects of service and modernization. In addition, you may receive recommendations for upgrades that will also provide you with budget options designed to enhance the appearance, performance and safety of or meet Code requirements for your equipment over time.

Service Requests during Normal Working Days and Hours

Service requests are defined as any request for dispatch of our technician to the location of the equipment covered in this agreement from one or more of the following: you or your representative, the building or building's representative, emergency personnel, passengers through the elevator's communication device and/or from VISTA Remote Monitoring through the elevator's communication line. Service requests include minor adjustments and response to emergency entrapments that can be accomplished in two hours or less (excluding travel time) and do not include regularly scheduled maintenance visits.

We will respond to service requests during normal business working days and hours, as defined above, at no additional charge.

Overtime Service Requests

On all overtime service requests, you will be responsible for all labor costs including travel time, travel expenses, and time spent on the job. Such costs will be invoiced at our standard overtime billing rates. Overtime service requests are performed before or after normal business working days and hours.

VIEW (Check box if included)

VIEW is ThyssenKrupp Elevator's customer oriented, online service activity reporting system. VIEW allows building owners and managers to monitor our maintenance and service call activity. VIEW can be accessed via the Internet any time, day or night. You can "VIEW" service tickets associated with a single elevator serviced under this agreement, for all the elevators at the location serviced under this agreement, or across an entire portfolio of elevator equipment that is serviced by ThyssenKrupp Elevator.

VISTA® (Check box if included)

VISTA Remote Monitoring is ThyssenKrupp Elevator's exclusive service for monitoring the status and performance of your elevator(s). VISTA monitors compatible equipment 24 hours per day, 7 days per week, and 365 days per year. Constantly monitoring performance data on your equipment provides ThyssenKrupp Elevator the ability to respond to operational irregularities quickly and more efficiently. With VISTA, we can often dispatch a service technician to your location before any interruption in elevator service occurs. Service visits based on VISTA data will be made during normal business hours on normal business days.

SoundNet® (Check box if included)

SoundNet is ThyssenKrupp Elevator's 24-hour telephone monitoring and emergency call service. Our representatives are trained to handle elevator calls and they can assess the situation and quickly dispatch a technician when necessary. If needed, they can stay on the line to reassure a stranded passenger that help is on the way. SoundNet maintains digital recordings and computerized records of the time, date, and location of calls received and action taken for the benefit of passengers and building owners. Special considerations regarding SoundNet are set forth below.

Periodic Safety Testing (Check box if included)

ThyssenKrupp Elevator will test your equipment in accordance with those annual periodic testing requirements as outlined in the American National Safety Code for Elevators and Escalators, ANSI A 17.1, which are in effect at the time this agreement is executed. In the event that the state, city or local governing authority in which the equipment is located has adopted different requirements, ThyssenKrupp Elevator will test your equipment in accordance with those annual periodic testing requirements in effect at the time this agreement is executed. You agree to pay for any costs of the inspector and/or inspection fees. Special considerations regarding Periodic Safety Testing are set forth below.

Product Information. You agree to provide ThyssenKrupp Elevator with current wiring diagrams that reflect all changes, parts catalogs, and maintenance instructions for the equipment covered by this agreement (exception: we will supply all of the above for new ThyssenKrupp elevators at no additional cost). You agree to authorize us to produce single copies of any programmable device(s) used in the equipment for the purpose of archival back-up of the software embodied therein. These items will remain your property.

Safety. You agree to instruct or warn passengers in the proper use of the equipment and to keep the equipment under continued surveillance by competent personnel to detect irregularities between elevator examinations. You agree to immediately report any condition that may indicate the need for correction before the next regular examination. You agree to immediately shut down the equipment upon manifestation of any irregularities in either the operation or the appearance of the equipment, to immediately notify us, and to keep the equipment shut down until the completion of any repairs. You agree to give us immediate verbal notice and written notice within ten (10) days after any occurrence or accident in or about the elevator. You agree to provide our personnel with a safe place to work. You agree to provide a suitable machine room, including secured doors, waterproofing, lighting, ventilation, and appropriate air temperature control to maintain that room at a temperature between 50°F and 90°F. You also agree to maintain the elevator pit in a dry condition at all times. Should water or other liquids become present, you will contract with others for removal and the proper handling of such liquids. We reserve the right to discontinue work in the building whenever, in our sole opinion, our personnel do not have a safe place to work. You also agree that if ThyssenKrupp Elevator's inspection of a piece of equipment serviced under this agreement reveals an operational problem which, in ThyssenKrupp Elevator's sole judgment, jeopardizes the safety of the riding public, ThyssenKrupp Elevator may shut down the equipment until such time as the operational problem is resolved. In that event, ThyssenKrupp Elevator will immediately advise you in writing of such action, the reason for such action, and whether any proposed solution is covered by the terms of this agreement.

Other. You agree not to permit others to make alterations, additions, adjustments, or repairs or replace any component or part of the equipment during the term of this agreement. You agree to accept our judgment as to the means and methods employed by us for any corrective work under this agreement.

In the event of the sale, lease or other transfer of the ownership or management of the premises in which the elevator(s) or equipment described herein are located, you agree to see that such transferee is made aware of this agreement and agrees to assume and/or be bound by the conditions hereof for the balance of the unexpired term of this agreement. Should the transferee fail to assume this agreement, you shall remain liable for all unpaid amounts, including those owed for the balance of the current unexpired term of this agreement.

In consideration of ThyssenKrupp Elevator performing the services herein specified, you expressly agree to indemnify, defend, save harmless, discharge, release and forever acquit ThyssenKrupp Elevator Corporation, our employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings brought against ThyssenKrupp Elevator, our employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the equipment which is the subject matter of this agreement), personal injury or death that are alleged to have been caused by the Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the equipment covered by this agreement, or the associated areas surrounding such equipment. Your duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this agreement), personal injury or death is determined to be caused by or resulting from the negligence of ThyssenKrupp Elevator and/or our employees. You recognize that your obligation to ThyssenKrupp Elevator under this clause includes payment of all attorney's fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims or lawsuits.

Insurance. You expressly agree to name ThyssenKrupp Elevator Corporation along with its officers, agents, affiliates and subsidiaries as additional insureds in your liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure ThyssenKrupp Elevator Corporation, along with its officers, agents, affiliates and subsidiaries for those claims and/or losses referenced in the above paragraph, and for claims and/or losses arising from the sole negligence or responsibility of ThyssenKrupp Elevator Corporation and/or its officers, agents, affiliates and subsidiaries. Such insurance must specify that its coverage is primary and non-contributory. You hereby waive the right of subrogation.

Items Not Covered. We do not cover cosmetic, construction, or ancillary components of the elevator system, including the finishing, repairing, or replacement of the cab enclosure, ceiling frames, panels, and/or fixtures, hoistway door panels, door frames, swing door hinges and

closing devices, sills, car flooring, floor covering, lighting fixtures, ceiling light bulbs and tubes, main line power switches, breaker(s), feeders to controller, below ground or unexposed hydraulic elevator system, including but not limited to, jack cylinder, piston, PVC or other protective material; below ground or unexposed piping, alignment of elevator guide rails, smoke and fire sensors, fire service reports, all communication and entertainment devices, security systems not installed by us, batteries for emergency lighting and emergency lowering, air conditioners, heaters, ventilation fans, pit pumps and all other items as set forth and excluded in this agreement.

Other Conditions. With the passage of time, equipment technology and designs will change. If any part or component of your equipment covered under this agreement cannot, in our sole opinion, be safely repaired and is no longer stocked and readily available from either the original equipment manufacturer or an aftermarket source, that part or component shall be considered obsolete. You will be responsible for all charges associated with replacing that obsolete part or component as well as all charges required to ensure that the remainder of the equipment is functionally compatible with that replacement part or component. In addition, we will not be required to make any changes or recommendations in the existing design or function of the unit(s) nor will we be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, governmental agencies or authorities, or any other third party. Moreover, we shall not be obligated to service, renew, replace and/or repair the equipment due to any one or more of the following: anyone's abuse, misuse and/or vandalism of the equipment; anyone's negligence in connection with the use or operation of the equipment; any loss of power, power fluctuations, power failure, or power surges that in any way affect the operation of the equipment; fire, smoke, explosions, water, storms, wind, lightning, acts of civil or military authorities, strikes, lockouts, other labor disputes, theft, riot, civil commotion, war, malicious mischief, acts of God, or any other reason or cause beyond our control that affects the use or operation of the equipment. You expressly agree to release and discharge us and our employees for any and all claims and/or losses (including personal injury, death and property damage, specifically including damage to the property which is the subject matter of this agreement) associated therewith or caused thereby. ThyssenKrupp Elevator shall also automatically receive an extension of time commensurate with any delay in performance caused by or related to the aforementioned and you expressly agree to release and discharge ThyssenKrupp Elevator from any and all claims for consequential, special or indirect damages arising out of the performance of this agreement. In no event shall ThyssenKrupp Elevator's liability for damages arising out of this agreement exceed the remaining unpaid installments of the current, unexpired term of this agreement.

Should your system require any of the safety tests on the commencement date of this agreement, ThyssenKrupp Elevator assumes no responsibility for the day-to-day operation of the governor or safeties on traction elevators, or the hydraulic system on hydraulic elevators under the terms of this agreement until the test has been completed and the equipment passed. Should the respective system fail any of those tests, it shall be your sole responsibility to make necessary repairs and place the equipment in a condition that we deem acceptable for further coverage under the terms of this agreement. We shall not be liable for any damage to the building structure or the elevator resulting from the performance of any safety tests we perform at any time under this agreement. If during the initial firefighter's service test, that feature is found to be inoperable, you shall be responsible for all costs associated with necessary repair(s) to bring the elevator(s) into compliance with the applicable elevator codes in your local jurisdiction.

In the event a third party is retained to enforce, construe or defend any of the terms and conditions of this agreement or to collect any monies due hereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees.

You hereby waive trial by jury. You agree that this agreement shall be construed and enforced in accordance with the laws of the state where the equipment is located. You consent to jurisdiction of the courts, both state and Federal, of the state in which the equipment is located as to all matters and disputes arising out of this agreement.

In the event any portion of this agreement is deemed invalid or unenforceable by a court of law, public policy or statute, such finding shall not affect the validity or enforceability of any other portion of this agreement.

Our rights under this agreement shall be cumulative and our failure to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by us in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this agreement.

Price. The price for the services as stated in this agreement shall be **One Hundred Ten** dollars (\$ **110.00**) per month, excluding taxes, payable quarterly in advance.

Term. This agreement is effective for three (3) years starting January 05, 2010 and is non-cancelable.

Annual Price Adjustments. Since our costs to provide you with the service set forth in this agreement may increase, we reserve the right to adjust the price of our service under this agreement accordingly. In the event this occurs, we will adjust your monthly price based on the percentage change in the average rate paid to elevator examiners. This rate paid to elevator examiners consists of the hourly rate paid to examiners plus fringe benefits and union welfare granted in place of or in addition to the hourly rate. Fringe benefits include pensions, vacations, paid holidays, group insurance, sickness and accident insurance, and hospital insurance. We also reserve the right to make additional adjustment to the price of our service under this agreement and/or enact surcharges as needed to account for increased fuel prices when such increases exceed the Consumer Price Index (CPI) current rate. We also reserve the exclusive right to make additional adjustment to the price of our service under this agreement in the event that the equipment covered by this agreement is modified from its present state.

Early Payment Discount. You may elect to pay in advance for twelve (12) months of service described in this agreement. Such a prepayment entitles you to a 3% discount from the annual price in effect at the time of payment.

Overdue Invoices. A service charge of 1½% per month, or the highest legal rate, whichever is more, shall apply to all overdue accounts you have with ThyssenKrupp Elevator that are in any way related to your equipment described in this agreement. If you do not pay any sum due to ThyssenKrupp Elevator related to your equipment described in this agreement, regardless of whether it is billed pursuant to this agreement or any other with us, within sixty (60) days from the billing date, we may also choose to do one or more of the following: 1) suspend all service until all amounts due have been paid in full, and/or 2) declare all sums for the unexpired term of this agreement due immediately as liquidated damages and terminate our obligations under this agreement. If ThyssenKrupp Elevator elects to suspend service, we shall not be responsible for personal injury, death, damage to property (including damage to the equipment that is the subject matter of this agreement) or losses of any other type or

1320 / YEAR
- 3% =
39.60
= 1280.40

kind that is in any way related the ThyssenKrupp Elevator's suspension of service. Upon resumption of service, you will be responsible for payment to ThyssenKrupp Elevator for all costs we incur that result from our suspension of service and to remedy any damage caused to your equipment during that time. Time is of the essence.

Acceptance. Your acceptance of this agreement and its approval by an authorized manager of ThyssenKrupp Elevator will constitute exclusively and entirely the agreement for the services herein described. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties. Should your acceptance be in the form of a purchase order or other similar document, the provisions of this agreement will govern, even in the event of a conflict. This proposal is hereby accepted in its entirety and shall constitute the entire agreement as contemplated by you and us. This proposal is submitted for acceptance within one-hundred twenty (120) days from the Date Submitted by the ThyssenKrupp Elevator representative indicated below.

No agent or employee shall have the authority to waive or modify any of the terms of this agreement without the prior written approval of an authorized ThyssenKrupp Elevator manager.

ThyssenKrupp Elevator Corporation:	Town of Avon	ThyssenKrupp Elevator Corporation Approval:
By: <u>Monte Zurlo</u> (Signature of ThyssenKrupp Elevator Representative)	By: <u>David Lefebvre</u> (Signature of Authorized Individual)	By: _____ (Signature of Authorized Individual)
<u>Monte Zurlo</u> <u>Service Sales Rep.</u> <u>585-359-9290</u>	<u>DAVID LEFEBVRE</u> (Print or Type Name)	_____ (Print or Type Name)
	<u>TOWN SUPERVISOR</u> (Print or Type Title)	_____ (Print or Type Title)
<u>January 03, 2011</u> (Date Submitted)	<u>1/3/11</u> (Date of Approval)	_____ (Date of Approval)

Special Considerations

SoundNet®

Through its SoundNet communication center, ThyssenKrupp Elevator will provide 24-hour telephone monitoring on all elevator(s) maintained under the monitoring agreement, provided such elevators are equipped with operational telephone equipment capable of placing a call to SoundNet's call center. SoundNet will receive incoming emergency telephone calls from the elevator(s) and forward same to Purchaser's designated emergency contacts. It shall be Purchaser's responsibility to submit an executed Contact Data Sheet (attached as Exhibit 1 hereto) to enable this service, and to advise ThyssenKrupp Elevator immediately in writing of any changes to the emergency contacts during the term of service. Purchaser understands that no revision to emergency contacts will be made without ThyssenKrupp Elevator first receiving such request in writing.

SoundNet service does not include maintenance service for Customer's telephone equipment. Customer retains possession and control of its telephone equipment and is responsible for ensuring uninterrupted operation of the telephones so that they are capable of placing a call to SoundNet's call center. SoundNet service cannot be provided without a telephone located within the elevator(s) described in this agreement that has the calling capability described above.

ThyssenKrupp Elevator shall not be held responsible or liable for any claim, injury, delay, death or detention of loss of life, or loss of property resulting from telephone equipment failure, false alarms or interruption of telephone service or inaccurate data set forth in any related executed Contact Data Sheet. We do not assume any duty or responsibility to advise any caller to take or not take any specific action resulting from an emergency, perceived emergency or any other situation including, but not limited to, entrapment of persons, evacuation, repair or return to service of any equipment.

If SoundNet is unable to reach Customer's designated emergency contacts, a service technician may be dispatched to the site at Purchaser's expense in accordance with ThyssenKrupp Elevator's applicable billing rates. Purchaser agrees that it is within the reasonable discretion of SoundNet service call representatives to dispatch a mechanic or contact emergency personnel if Customer's designated emergency contacts are unavailable. Customer agrees to pay all charges for services provided by any person, organization or municipality contacted as a result of any emergency or perceived emergency call.



The following Special Conditions apply to this agreement and override the boiler plate conditions:

1. Annual price escalations shall not exceed 5% per year.

Pledge of Customer Satisfaction

ThyssenKrupp Elevator's top priority is the satisfaction of our customers. If during the term of this Agreement, ThyssenKrupp Elevator fails to properly perform services in accordance with the terms and conditions of this Agreement, Purchaser shall advise ThyssenKrupp Elevator of the specific deficiency in writing and shall allow a reasonable period of ninety (90) days from the date of the written notice to correct the deficiency. In the event ThyssenKrupp Elevator fails to correct the deficiency in the allotted time, Purchaser shall have the right to terminate this agreement upon ninety (90) days prior written notice to ThyssenKrupp Elevator. Written notices shall be sent by certified mail, return receipt requested to the address set forth on page 1 of this agreement. Time is of the essence.

Exhibit 1 – Contact Data Sheet

Complete Building Information

This contact data is for the building located at:	23-27 Genesee Street
	23-27 Genesee Street
	Avon, NY 14414

Complete Billing Information

Company Bill To Name:	TOWN OF AVON
Billing Address:	23 GENESSEE ST.
City, State, Zip:	AVON, N.Y. 14414
Attn Line:	DAVID LEFEBER

(INTERNAL USE ONLY)

Elevator:	
Branch:	
Service:	
Contract:	

Total No of Elevators in Building:

Elevator #	Elevator Telephone Number including Area Code

Elevator #	Elevator Telephone Number including Area Code

In the event of an emergency, or perceived emergency, one or more of the following are to be primary Purchaser contacts:

	Contact Name	Title	Primary Telephone #	Secondary Telephone #
1.	KELLY P. COLE	DEPUTY SUPERVISOR	585 469-0098	585 226-2068
2.	KELLY P. COLE	" "		585 338-5198
3.	DAVID LEFEBER	SUPERVISOR	585 303 4759	
4.				

If unable to reach anyone at the above listed numbers, SoundNet has the express permission of Purchaser to contact the elevator service company listed below.

Elevator Service Company: ThyssenKrupp Elevator Phone Number: (800)465-5527

In the event of an Emergency or perceived emergency, SoundNet has the express permission to contact one or more of the following (911 is not sufficient, local phone numbers are required):

Police Department: (585) 226-3720
 Fire Department: (585) 226-9770

Special instructions/remarks:

It is the responsibility of Purchaser to immediately advise SoundNet in writing of any changes to the contacts or numbers listed on this Contact Data Sheet. Purchaser agrees to pay all charges for services incurred by any person, organization or municipality as a result of any emergency or perceived emergency call. It is also expressly understood that SoundNet does not have and does not assume any duty or responsibility for any person or entity that fails to respond to any emergency or perceived emergency situation.

ThyssenKrupp Elevator Corporation:	Town of Avon	ThyssenKrupp Elevator Corporation Approval:
By: <u>Monte Zurlo</u> (Signature of ThyssenKrupp Elevator Representative)	By: <u>David Lefebvre</u> (Signature of Authorized Individual)	By: _____ (Signature of Authorized Individual)
<u>Monte Zurlo</u> Service Sales Rep. 585-359-9290	<u>DAVID LEFEBER</u> (Print or Type Name)	_____ (Print or Type Name)
<u>January 03, 2011</u> (Date Submitted)	<u>TOWN SUPERVISOR</u> (Print or Type Title)	_____ (Print or Type Title)
	<u>1/3/2011</u> (Date of Approval)	_____ (Date of Approval)

RESOLUTION #14 CONTRACT WITH THYSSENKRUPP ELEVATOR-continued

Vote of the Board: Councilman Blye - Aye, Councilman Mairs - Aye, Councilman Cook - Aye, Deputy Supervisor Cole - Aye, Supervisor LeFeber - Aye

DISCUSSION BUSINESS INTERESTS OF BOARD MEMBERS AND THEIR SPOUSE

Supervisor LeFeber stated that he would be providing a form that required for Board Members to sign regarding their business interests to provide information for a State Comptroller Audit taking place.

DISCUSSION BUILDING MAINTENANCE

Deputy Supervisor Cole stated that two applications were received for the advertised Building Maintenance position and only one was from Avon and that applicant is currently a Town Employee, Anthony Cappello. Responsibilities include things such as changing filters, light bulbs and other various items. It appeared that the Board was in favor of the appointment.

DISCUSSION – SUPERVISOR OPEN ITEMS

Supervisor LeFeber stated that we have not received the monthly payment from the Avon Preservation & Historical Society. Nor has he had a response from them over the last week.

The Board may want to consider a percent change of health care buy out rather than the current buy out amount of employees entitled to insurance put not participating with the Town of Avon's offered insurance. Further discussion on Health Savings Accounts for 2011 will take place at a future meeting.

Supervisor LeFeber presented the following list of topics that he would like to Board to consider for this year:

- Revise Employee Handbook
- APHS lease
- Buildings policy and procedures
- Comprehensive Plan
- Install 2000' water line on South Avon Rd.
- LED sign law
- 3rd floor
- N. Littleville Rd. box culvert
- Empty building space
- Book of knowledge
- Purchase policy specific to IT and 23 Genesee Street

DISCUSSION – SUPERVISOR OPEN ITEMS-continued

- Elevator contract
- SRO – current agreement expires at the end of this year
- Agar Road generator

DISCUSSION - VISITOR'S COMMENTS

Supervisor LeFeber asked for any public comments and there were none.

On motion of Deputy Supervisor Cole, seconded by Councilman Blye the meeting was adjourned at 7:10 P.M.

Respectfully submitted by _____
Sharon M. Knight, CMC/RMC, Town Clerk