

A Regular Meeting of the Town of Avon was held on Thursday, March 24, 2011 at 6:00 P.M. at the Avon Opera Block/Town Hall with the following members present:

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

OTHERS: Attorney James Campbell, Town Engineer Timothy Rock, Highway Superintendent Robert Ayers, Water Superintendent Daniel McKeown, Code Enforcement Officer Anthony Cappello, and Town Clerk Sharon Knight

VISITORS: Mr. George Cook and Attorney Ray Sciarrino

Supervisor LeFeber called the meeting to order at 6:00 P.M.

Pledge of Allegiance

Supervisor LeFeber asked for any public comments and they follow.

Mr. George Cook addressed the Board regarding a culvert that was installed by the Town some time ago near his home. He has kept the culvert clear on his neighbor's property allowing the water to flow freely, however; a new neighbor is blocking the flow of water. Supervisor LeFeber stated that the Town does not have the authority or oversight of the flow of water. Attorney Campbell stated that a property owner can not block water. Engineer Rock stated this is governed by the New York State Department of Conservation.

Mr. Cook also requested that a three way stop sign be installed at the intersection of short Lake Road and Pole Bridge Road. The speed of drivers is as fast as 60 to 65mph. The Board took the following action.

#### **RESOLUTION #57 REQUEST OF THE LIVINGSTON COUNTY TRAFFIC AND SAFETY BOARD**

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

ADOPTED AYES 5 NAYS 0

RESOLVE to request the Livingston County Traffic and Safety Board review a resident's request to install two stop signs on Pole Bridge Road at the intersection of short Lake Road thus making the intersection a three way stop.

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

#### **DISCUSSION - RENT OFFICE SPACE AT THE AVON OPERA BLOCK/TOWN HALL**

Attorney Ray Sciarrino addressed the Board asking if they have taken action of renting space as he continues to be interested. At a prior meeting, Deputy Supervisor Cole and Councilman Cook were taking the lead, however; Deputy Supervisor Cole has been on vacation. Attorney Campbell has provided a draft of an agreement and the Board will review for action at a future meeting.

### **RESOLUTION #58 APPROVAL OF MINUTES**

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

ADOPTED AYES 4 NAYS 0 ABSTAIN 1 (DEPUTY SUPERVISOR COLE)

RESOLVE to approve the minutes of March 10, 2011 as presented.

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

### **DISCUSSION – ATTORNEY REPORT**

Attorney Jim Campbell reported on the following:

A letter was prepared and sent to Justice Torregiano's Attorney regarding his request regarding his salary.

He sent the proposed zoning changes in the form of a local law to Jennifer Sargeant Clerk in the Code Department and Planning Board but has not received any comments to date.

As reported by Attorney Sciarrino he talked with him about a draft agreement regarding rental of office space.

Attorney Campbell stated that he had a discussion with a peer regarding amending the employee handbook. There are companies that specialize in servicing municipalities that are both efficient and are considered low cost. As we work along and if guidance is need they could be sought.

Supervisor LeFeber reported that the check issued to the Village of Avon to pay the new service of court security was returned. Although the agreement was to pay the Village a request is now to pay the Village Officers independently. Our insurance does not cover that type of an agreement and would cost an additional \$600.00. Village Attorney Whiting has yet to contact Attorney Campbell for discussion. Therefore, the court security has not been paid.

Supervisor LeFeber discussed a letter received and then circulated between the Board and Attorney regarding a request from the Honeoye Falls Lima Ambulance seeking permission to enter into and provide service to the Town of Avon residences when

necessary. Attorney Campbell suggested accepting their request to consider their suggestion.

Discussion will continue at a future meeting on providing water to residents at no cost on Littleville Road.

### **DISCUSSION – HIGHWAY REPORT**

Highway Superintendent Robert Ayers reported on the following:

Employees in the Highway Department that receive benefits were sent a membership card that began on February 1, 2011. The cards were sent due to not informing the insurance company in writing that the Town was canceling the policy. The new insurance policy also provided membership cards.

A proposed intermunicipal agreement was received in the Town Clerk's Office for machinery, tools, equipment and services sharing that in the past has been agreed to by a handshake and now the County is looking for a written agreement. The Town of Avon has benefitted in this agreement and we have rented our shoulder machine to the County and requiring a driver be provided. The Board took the following action.

### **RESOLUTION #59 AUTHORIZE SUPERVISOR TO SIGN THE INTERMUNICIPAL AGREEMENT FOR MACHINERY, TOOLS, EQUIPMENT AND SERVICES SHARING WITH LIVINGSTON COUNTY**

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

ADOPTED AYES 5 NAYS 0

RESOLVE to authorize the Supervisor to sign the following intermunicipal agreement:

Avon

**INTERMUNICIPAL AGREEMENT**  
**FOR**  
**MACHINERY, TOOLS, EQUIPMENT AND SERVICES SHARING**

This Agreement is made this 24<sup>th</sup> day of March, 2011, by and between

**LIVINGSTON COUNTY**, a municipal corporation having its principle office at 6 Court Street, Geneseo, New York 14454, hereinafter referred to as the "COUNTY"; and

The Towns, Villages, and Districts located within Livingston County and all other eligible entities that are set forth in the executed signature pages attached hereto and made a part hereof to this Intermunicipal Agreement, all which shall hereinafter be referred to as the "MUNICIPALITIES".

WITNESSETH:

WHEREAS, the COUNTY and MUNICIPALITIES each own and operate various equipment, machinery, tools, and services with surplus capacity; and

WHEREAS, the COUNTY and the MUNICIPALITIES are each desirous of sharing machinery, tools, equipment and services with each other; and

WHEREAS, the COUNTY may enter into this type of Machinery, Tools, Equipment and Services Sharing Agreement pursuant to New York State Highway Law § 133-a; and

WHEREAS, the MUNICIPALITIES may enter into this type of Machinery, Tools, Equipment Sharing Agreement pursuant to New York State Highway Law § 142-b and § 142-d; and

WHEREAS, the Chairman of the Board of Supervisors of Livingston County is authorized to execute this Machinery, Tools, Equipment and Services Sharing Agreement pursuant to Resolution No. 2010-381, adopted by the Livingston County Board of Supervisors on the 8<sup>th</sup> day of December, 2010, a copy of said Resolution is attached as Exhibit "A"; and

WHEREAS, the MUNICIPALITIES, are authorized to execute this Machinery, Tools, Equipment and Services Sharing Agreement, hereinafter the "Agreement", pursuant to the Resolution/Ordinance attached as Exhibit "B"; and

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

**DEFINITIONS**

- A. "EQUIPMENT" – shall mean any tools, equipment or machinery lent under this Agreement, with or without operators.
- B. "GOVERNING BODY" – shall mean that branch within the COUNTY and the MUNICIPALITIES which possesses legislative approval authority and collectively shall be referred to as "GOVERNING BODIES".
- C. "LENDER" – shall mean the party providing the machinery, tools, Equipment and services
- D. "BORROWER" – shall mean the party receiving the use of tools, Equipment and services
- E. "HIGHWAY SUPERINTENDENT" – shall mean the COUNTY or local HIGHWAY

SUPERINTENDENT or the individual possessed with such powers and authority of the HIGHWAY SUPERINTENDENT.

#### PARTICIPATION

1. Participation in this Agreement is limited to MUNICIPALITIES located within the geographical boundaries of Livingston County, New York.
2. The GOVERNING BODY of each of the MUNICIPALITIES must approve participation before execution of this Agreement shall be effective.
3. The COUNTY and the MUNICIPALITIES wishing to participate in this Agreement must designate on the Equipment/Services Schedule, to be provided to the COUNTY HIGHWAY SUPERINTENDENT, which Equipment and/or services it intends to make available which will then be attached hereto and incorporated into this Agreement as Exhibit "C". Any party to this Agreement may amend and/or withdraw their Equipment and/or Services Schedule from the list of available Equipment and/or Services at any time with written notice to the COUNTY and all other parties to this Agreement.
4. The COUNTY HIGHWAY SUPERINTENDENT shall provide each party to this Agreement with a schedule of the Equipment/Services Schedule and a listing of all parties to this Agreement upon execution and each subsequent annual renewal.

#### CONSIDERATION

5. The BORROWER shall pay to the LENDER a sum equal to the hourly/daily/weekly/monthly rate listed for the EQUIPMENT for the period of time said EQUIPMENT is used, plus labor costs if an operator for the EQUIPMENT is supplied, as that sum may be determined by the respective GOVERNING BODY of each party involved.. The LENDER shall submit to the BORROWER monthly certified invoices for payment. In the alternative, the parties may agree to dispense with the payment of a monetary consideration for the lending of EQUIPMENT; if the parties deem that the exchange of EQUIPMENT and/or Services amongst themselves is fair and adequate consideration.

#### TERM

6. The term of this Agreement shall be from January 1, 2011 to December 31, 2011, and may be renewed annually for up to five (5) additional one year terms upon the mutual written consent of the parties intending to continue participation in this Agreement.
7. Any party to this Agreement may withdraw from participation in this Agreement upon thirty (30) days notice to the COUNTY and all other parties to this Agreement in which event this Agreement shall terminate and be of no further force or effect as to such withdrawing party.

#### DISPUTES

8. Each party agrees to negotiate with any other party to this Agreement to resolve disputes arising under this Agreement. However, nothing contained herein shall constitute a waiver of the right to pursue any legal remedy.

## RIGHTS AND RESPONSIBILITIES OF LENDERS

9. The LENDER shall determine what, if any, EQUIPMENT may be available and the duration of use at the time of the request.
10. The LENDER, at its discretion, shall provide its employees to operate the EQUIPMENT to be lent.
11. The LENDER may refuse a request for EQUIPMENT based on the personnel and/or EQUIPMENT needs of the LENDER.
12. The LENDER shall provide Workers Compensation Insurance coverage for its employees working for the BORROWER. Any claim arising from an injury to a LENDER'S employee while working for the BORROWER shall be treated in the same manner as if the employee was working for the LENDER.
13. The LENDER shall be liable for the negligence of its employees and any resulting damages while working for any BORROWER in the same manner and to the same extent as when the employees work for LENDER.
14. The LENDER shall be responsible to repair any damage to lent EQUIPMENT which occurs during BORROWER'S use, other than damage caused by BORROWER'S violation of the terms and conditions of this Agreement or by the negligence, recklessness or willful misconduct of third parties other than LENDER, including, without limitation, BORROWER, BORROWER'S officers, employees, contractors, agents or invitees, unless both BORROWER and LENDER agree in writing otherwise.
15. LENDER makes no warranties, express or implied, with respect to this Agreement or any EQUIPMENT, including without limitation, warranties of merchantability or fitness for a particular purpose or intended use. BORROWER accepts the EQUIPMENT "as is". In no event shall LENDER be liable for consequential damages.

## RIGHTS AND RESPONSIBILITIES OF BORROWERS

16. The BORROWER shall use the lent EQUIPMENT only for its intended purpose and in accordance with manufacturer's standards and instructions and applicable federal, state and local law, provide fuel, oil, lubrication and other materials required for the operation of the EQUIPMENT and, unless LENDER furnishes its employees to operate the lent EQUIPMENT the BORROWER shall provide qualified, trained personnel to operate the lent EQUIPMENT.
17. The BORROWER shall provide maintenance and protection of traffic services during the use of the lent EQUIPMENT to include as needed, installation of warning lights, barricades and signs in accordance with the National Manual of Uniform Traffic Control Devices and the New York State Supplement.
18. The BORROWER shall release to LENDER the lent EQUIPMENT in the same condition and state of repair as it received it (ordinary wear and tear excepted) immediately when no longer needed or if LENDER requests the return of such EQUIPMENT or its personnel.

19. BORROWER assumes liability for and agrees to defend (with legal counsel reasonably satisfactory to LENDER), indemnify and hold LENDER harmless for, from and against any and all claim for liability, loss, cost, expense or damage of every nature (including, without limitation, fines, forfeitures, penalties, settlements, and attorney's fees) by or to any person which directly or indirectly results from or pertains to the use, possession, operation of EQUIPMENT under this Agreement unless caused by the gross negligence or willful misconduct on behalf of the LENDER.
20. As part of its obligation to indemnify and hold harmless its officers, agents and employees, as set forth above, the BORROWER agrees to obtain and maintain in full force and effect, for the term of this Agreement, insurance coverage to cover the losses set forth herein, naming the Lender as additional insured, or shall supply evidence of self-insurance satisfactory to the LENDER.

**EXECUTION**

21. This Agreement may be executed in any number of counterparts, each of which shall be an original, but which together shall constitute one in the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

**COUNTY OF LIVINGSTON**

By \_\_\_\_\_  
James C. Merrick  
Chairman of the Board of Supervisors

**MUNICIPALITY**

By: David LeFeber  
Name: David LeFeber  
Title: Supervisor

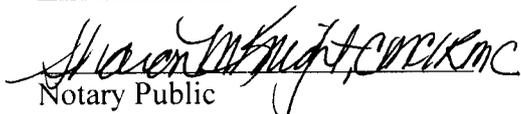
State of New York)  
County of Livingston):

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2011 before me, the undersigned, a Notary Public in and for said State, personally appeared **James C. Merrick**, Chairman of the Board of Supervisors, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by he signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

State of New York)  
County of Livingston  
Town of Avon :

On the 24<sup>th</sup> day of March in the year 2011 before me, the undersigned, a Notary Public in and for said State, personally appeared David Lefebvre, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that ~~she~~/he executed the same in ~~her~~/his capacity, and that by ~~her~~/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument; that ~~she~~/he executed the foregoing instrument in accordance with Resolution No. 59 of 2011 adopted by the Town Municipal Board on March 24, 2010.

  
Notary Public

**SHARON M. KNIGHT**  
No. 01KN6075134  
Notary Public, State of New York  
Qualified in Livingston County  
My Commission Expires June 30, 2014

**EXHIBIT "A"**  
**Livingston County Resolution No. 2010-381**



**Livingston County Board of Supervisors**  
**Geneseo, New York**

Resolution No. 2010-381

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**APPROVING JOINT SERVICES AGREEMENT FOR MACHINERY, TOOLS, EQUIPMENT AND SERVICES SHARING ACCESS**

WHEREAS, New York State Highway Law §133-a authorizes the County to enter into agreements to permit the use of County-owned machinery, tools or equipment by other municipal corporations; and

WHEREAS, it would be in the County's interest to enter into such agreements with Towns and Villages located within Livingston County, now, therefore, be it

RESOLVED, that the Chairman of the Livingston County Board of Supervisors is hereby authorized to sign a joint services agreement, the format of which is attached to this resolution, with any Town or Village in Livingston County.

Dated at Geneseo, New York  
December 8, 2010

Public Services Committee

**EXHIBIT "B"**  
**Municipalities Resolution/Ordinance**

STATE OF NEW YORK - DEPARTMENT OF PUBLIC WORKS  
Division of Operation and Maintenance

**MAXIMUM WAGE RATES - COUNTY, TOWN, VILLAGE EMPLOYEES  
SNOW AND ICE CONTROL ON STATE HIGHWAYS**

County Livingston

Season of 2011

Date 01/01/2011

**Town of Avon**

Emp ID	Name	Job Title	Status	Rate	Emp Ben Rate	Comp Rate	Total Regular Rate	OT Rate	Night Rate
221	Ayers, Bob	Superintendent	P	\$33.17	\$13.15	\$1.08	<b>\$47.40</b>	\$0.00	\$0.00
27	Clements, Wes	Equip Operator	P	\$22.00	\$8.72	\$0.72	<b>\$31.44</b>	\$11.00	\$0.00
26	Crye, Tom	Equip Oper & Deputy	P	\$22.50	\$8.92	\$0.73	<b>\$32.15</b>	\$11.25	\$0.00
340	Kime, James	Equip Operator	P	\$22.00	\$8.72	\$0.72	<b>\$31.44</b>	\$11.00	\$0.00
309	Rumfola, Dick	Equip Operator	P	\$22.00	\$8.72	\$0.72	<b>\$31.44</b>	\$11.00	\$0.00
445	Ayers, Jeff	PT Equip Operator	T	\$12.00	\$0.00	\$0.00	<b>\$12.00</b>	\$0.00	\$0.00

OVERTIME: All hours except 40  
between 6am -4:30pm;  
Mon - Thurs (1/2 hr. lunch)  
WINTER "FLEX HOURS":  
10 hour shift starts when called in.  
2 HOUR CALL-IN POLICY  
\*DEPUTY DOES GET EXTRA PAY

P Permanent

T Temporary

LIVINGSTON COUNTY DEPARTMENT OF HIGHWAYS  
TOWN EQUIPMENT AND RATES

OWNED BY: TOWN OF AVON

UNIT	YEAR	MAKE	TYPE	MODEL	GVWR	RADIO	GAS OR DIESEL	*NYSSIS	SANDER	PLOW & BLADE	WING	MACHINE RATE	MACHINE & EQUIPMENT
1*	2009	Ford	Pickup 1/2Ton	F148 4WD	8200	0.15	Gas 13.48	0.00				13.63	
2*	1998	New Holland	Tractor Loader Backhoe	555E 75 HP	14235#	0.15	Diesel 21.14	0.00	1 CY bkt.			21.29	
3	1998	John Deere	Wheel Tractor 2 WD	5510 75 HP	6720#	0.00	<state rate> Diesel 19.08	0.00	74" Flail Mower 2.44			19.08	21.52 Mower
3	1998	John Deere	Wheel Tractor 2 WD	5510 75 HP	6720#	0.00	<county rate> Diesel 20.25	0.00	74" Flail Mower 5.59	<per DNH		20.25	25.84 Mower
4*	1997	Ford	Truck 10 Wheel	Y90 Rear WD	64000#	0.15	Diesel 70.33	6.58	15CY Harder Slide-In 5.29	Tenco 1-Way Plow 5.05	12' Tenco Side Wing 3.29	70.48	82.35 TS 85.40 TPW 90.69 TPWS
4R	1997	Ford	Truck 10 Wheel	Y90 Rear WD	64000#		<county rate> Diesel 80.00					includes operator 80.00	regular overtime
4OT							90.00					90.00	
5*	1974	Cat	Grader Self Prop. 4 WD	12' Moldbd 12G 135HP	32230#	0.15	Diesel 42.06	0.00	V-Plow 10.04	Rivinius 1-Way Plow 7.67	Hydr. Wing 10.38	42.21	52.25 G-VP 60.26 GPW 35.59 TS
6*	2007	Ford	Truck 6 Wheel	F650 2WD	25999#	0.15	Diesel 28.97	3.20	3CY Harder Slide-In 3.27	Fisher Reversible 5.48		29.12	37.80 TP 41.07 TPS
7*	1973	John Deere	Tractor 2 WD	2030 50 HP	4565#	0.00	<state rate> Gas 17.33	0.00	Rotary Mower 5.59	Tractor Mtd. Hydr. Broom 3.91		<state rate>	21.24 Broom 22.92 Mower
7	1973	John Deere	Tractor 2 WD	2030 50 HP	4565#	0.00	<county rate> Gas 20.25	0.00	Rotary Mower 5.59	Tractor Mtd. Hydr. Broom 3.91		<county rate>	24.16 Broom 25.84 Mower
8	1989	Case International	Wheel Tractor 2WD	685 62 HP	5970#	0.00	<state rate> Diesel 19.08	0.00	Rotary Mower 5.59			19.08	24.67 Mower
8	1989	Case International	Wheel Tractor 2WD	685 62 HP	5970#	0.00	<county rate> Diesel 20.25	0.00	Rotary Mower 5.59			20.25	25.84 Mower
9*	1994	Cat	Self Prop. Excavator Wheel Mtd.	214BFT	40465#	0.15	Diesel 0.00	0.00	32" Bkt. .79 CY 53.74	71" Bkt. (shallow) .63 CY 45.10			53.89 .79 CY 45.25 .63 CY
10*	2000	Sterling	Truck 10 Wheel	LT9513 4WD	64000# Rear WD	0.15	Diesel 70.33	6.58	15CY Harder Slide-In 5.29	Tenco 1-Way Plow 5.05	12' Tenco Side Wing 3.29	70.48	82.35 TS 85.40 TPW 90.69 TPWS
10R	2000	Sterling	Truck 10 Wheel	LT9513 4WD	64000# Rear WD		<county rate> Diesel 80.00					includes operator 80.00	regular overtime
10OT							90.00					90.00	
11*	2004	Sterling	Truck 10 Wheel	LT9500 4WD	66000# Rear WD	0.15	Diesel 70.33	6.58	15CY Harder Slide-In 5.29	Tenco 1-Way Plow 5.05	12' Tenco Side Wing 3.29	70.48	82.35 TS 85.40 TPW 90.69 TPWS
11R	2004	Sterling	Truck 10 Wheel	LT9500 4WD	66000# Rear WD		<county rate> Diesel 80.00					includes operator 80.00	regular overtime
11OT							90.00					90.00	

THE ABOVE RATES ARE MAXIMUM ALLOWED FOR MODERN EQUIPMENT AND ARE HOURLY RATES FOR HOURS ACTUALLY WORKED. RATES SHOWN ABOVE DO NOT INCLUDE OPERATOR.  
COUNTY 10-WHEELER RATES ARE EFFECTIVE 4/14/10 PER RESOLUTION 2010-142

\*New York State Snow & Ice System

NYS Dept of Transportation updated rates eff 8/1/10

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LIVINGSTON COUNTY DEPARTMENT OF HIGHWAYS

OWNED BY: TOWN OF AVON

TOWN EQUIPMENT AND RATES

UPDATED 08/30/10

UNIT	YEAR	MAKE	TYPE	MODEL	GVWR	RADIO	GAS OR DIESEL	*NYSSIS	SANDER	PLOW & BLADE	WING	MACHINE RATE	MACHINE & EQUIPMENT
12*	2011	Kenworth	Truck 10 Wheel	T800 4WD	66000# Rear WD	0.15	Diesel 70.33	6.58	15CY Harder Slide-In	Tenco 1-Way Plow	Tenco Side Wing	70.48	82.35 TS 85.40 TPW 90.69 TPWS
12R*	2011	Kenworth	Truck 10 Wheel	T800 4WD	66000# Rear WD	0.15	<county rate> Diesel 80.00					<county rate> includes operator 80.00	regular overtime
12OT							90.00					90.00	
13*	2001	Cat	Wheel Mtd. Front End Loader	950G 4WD	39200#	0.15	Diesel 50.11	0.00	4 CY Bkt.			50.26	
14*	2007	Sterling	Truck 10 Wheel	LT9500 4WD	66000# Rear WD	0.15	Diesel 70.33	6.58	15CY Harder Slide-In	Tenco 1-Way Plow	12' Tenco Side Wing	70.48	82.35 TS 85.40 TPW 90.69 TPWS
14R	2007	Sterling	Truck 10 Wheel	LT9500 4WD	66000# Rear WD		<county rate> Diesel 80.00					<county rate> includes operator 80.00	regular overtime
14OT							90.00					90.00	
15	2003	John Deere	Wheel Tractor 4 WD	4310 27 HP	2900#	0.00	<state rate> Diesel 17.33	0.00	Rotary Mower	Reversible Blade		17.33	22.81 Blade 22.92 Mower
15	2003	John Deere	Wheel Tractor 4 WD	4310 27 HP	2900#	0.00	<county rate> Diesel 16.25	0.00	Rotary Mower	Reversible Blade		16.25	21.73 Blade 21.84 Mower
16	2006	John Deere	Wheel Tractor 4 WD	6320 100HP	10009#	0.00	<state rate> Diesel 19.08	0.00	72" Rotary Mower			19.08	24.67 Mower
16	2006	John Deere	Wheel Tractor 4 WD	6320 100HP	10009#	0.00	<county rate> Diesel 36.75	0.00	72" Rotary Mower			36.75	42.34 Mower
50	1987	Case	Vibratory Roller	Dual Drum 63" - 66"	20700#	0.00	32.62	0.00				32.62	Shared w/Town of Lima
51	1966		Rubber Tired Roller	PSR-14 Capacity	6890#	0.00	Gas 20.43	0.00				20.43	Shared w/Town of Caledonia, Leicester, York
	2008	Blaw Knox	Road Widener	RW100A 110HP	4wheel		Diesel 73.46					73.46	Shared w/Town of MM Caledonia, Leicester, York
	2008	Haam	Vibratory Roller	Dual Drum HD110HV/C 66"	22652#	0.000	Diesel 32.62					32.62	Shared w/Towns of MM Caledonia, Leicester

THE ABOVE RATES ARE MAXIMUM ALLOWED FOR MODERN EQUIPMENT AND ARE HOURLY RATES FOR HOURS ACTUALLY WORKED. RATES SHOWN ABOVE DO NOT INCLUDE OPERATOR.

\*New York State Snow & Ice System

COUNTY 10-WHEELER RATES ARE EFFECTIVE 4/14/10 PER RESOLUTION 2010-142  
NYS Dept of Transportation Updated Rates eff 8/01/10

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LIVINGSTON COUNTY HIGHWAY DEPARTMENT EQUIPMENT RENTAL RATES> NYS DOT EFFECTIVE AUGUST 2010

1	2008 Ford F-250 Pickup w/radio.....	15.15	48	2007 JD Tractor w/Mower.....	8.00	100-A	Steam Thawer.....	0.70
2	2006 Chevy 3/4 ton, 4x2 Pickup w/radio.....	15.15	48-A	Tractor w/Snowblower.....	10.00	101	Sand Blaster.....	2.50
2.99	16" Chain Saw.....	1.02	48.02	1995 Wacker Vibratory Compactor.....	2.32	101-A	Respiratory Air System.....	2.50
3	2006 Chevy 3/4 ton, 4x2 Pickup w/radio.....	15.15	49	Ingersall Rand Air Compressor on trailer.....	14.85	103	1983 Hobart Welder.....	10.75
3.99	16" Chain Saw.....	1.02	51	2008 Chevy C3500 Truck w/radio.....	24.96	105	1986 Athey Loader.....	37.67
4	2007 Chevy Express Cargo Van w/radio.....	11.67	51.99	20" Chain Saw.....	1.02	106	1980 Rock Drill.....	2.00
4.99	16" Chain Saw.....	1.02	52	1992 International Flatbed Dump (York 14).....	33.87	107	1991 Waldon Sweepmaster II.....	18.65
6	2008 Chevy Van.....	27.87	53	1991 Ford Dump w/radio (Bridge Crew).....	26.89	108	1993 Bomag Roller.....	6.25
6.25	5500 Watt Generator.....	4.21	54	1985 Rivinius Shoulder Machine.....	53.55	109	1990 Stone Tamper.....	6.45
6.89	Stihl Concrete Cut-Off Saw.....	0.83	55	1997 International Van Body (Bridge Crew).....	26.80	113	1989 Stone Tamper.....	2.32
6.99	16" Chain Saw.....	1.02	55.01	1998 Husqvarna Chain Saw (16").....	1.02	114	1989 Stone Rake "Big Ox".....	0.70
7	1992 International Dump w/radio.....	45.29	55.20	1998 Sears Air Compressor.....	9.58	115	1995 John Deere Snow Blower.....	3.25
	w/Plow Wing \$53.63 w/Sander \$49.60 w/PWS \$57.94		55.99	16" Chain Saw.....	1.02	116	1990 Trash Pump.....	4.53
8	2007 Chevy Express Cargo Van w/radio.....	11.67	56			117	1991 Int'l w/Water Tank w/radio (old #58).....	27.87
8.99	16" Chain Saw.....	1.02	57	Homelite 3" Trash Pump.....	4.36	119	1994 Trail Tech Trailer.....	8.52
9	2005 Chevy Ext Cab 3/4 ton 4x4 w/radio.....	15.96	58	2003 International Sign Truck.....	29.12	121	1999 Ford F250 PU w/radio (old #1).....	15.15
	w/Plow \$5.48.....	21.44	58.07	Sign Truck w/PTO Post Driver \$10.00.....	39.12	121.01	Stone Plate Tamper.....	5.03
9.99	20" Chain Saw.....	1.02	58.99	12" Hydraulic Pole Saw.....	0.92	124	1992 Vib Rammer Compactor (Jumping Jack).....	2.32
10	1998 Chevy Utility Truck w/radio.....	24.96	59	1998 Chevy C10 1/2 ton PU w/radio (old #24).....	11.67	125	1994 Robin Generator.....	4.21
10.99	16" Chain Saw.....	1.02	60	1998 Chevy PU w/radio (Grosse).....	24.96	126	1993 Milwaukee Steel Hawg Drill.....	0.90
11	1991 4dr Ford Stake w/radio (Welder).....	26.89	61	w/1995 Lincoln Welder \$4.95.....	29.91	127	2006 DR Brush & Field Mower.....	3.33
11.04	1999 Welder (on Truck #11).....	7.40	62	Aquacide Environmental Weed Control System.....	3.00	128	2006 DR Brush & Field Mower.....	3.33
12	1997 Ford Utility Truck w/radio.....	24.96	63	2000 Hyundai Forklift.....	19.08	129	John Deere 230LC Excavator.....	74.17
12.99	16" Chain Saw.....	1.02	63	1974 P&H Truck Crane.....	133.24	129.01	Driver Compactor (use with #129) \$20.00.....	94.17
13	1999 Freightliner Tractor.....	70.48	64	2008 Hurricane Chipper.....	23.98	130	1999 Sterling Tri-Axle Truck w/radio.....	70.48
14	2001 Ford Crown Victoria 4dr Sedan.....	5.76	65	1998 Rubber Tired Excavator (Gradall) no radio.....	56.00	131	1999 Sterling 10 Wheel Truck w/radio.....	70.48
15	1987 Sicard 4x4 Truck Snow Blower.....	58.57	66	with Brush Cutter \$5.59.....	61.59	132	1999 Sterling 10 Wheel Truck w/radio.....	70.48
16	1998 Track Bulldozer w/Ripper \$2.00.....	63.45	66	1998 Single Drum Vibratory Roller.....	35.39	133	1997 GMC Aerial Hydraulic Bucket Truck.....	43.01
17	1991 John Deere Grader w/radio.....	57.29	68	1987 Puckett Grader w/Vib Comp.....	42.06	133.03	20" & 24" Chain Saws.....	1.73
18	Jersey Spreader.....	13.70	69	2009 Volvo Wheel Loader.....	50.11	133.04	12" Hydraulic Pole Saw.....	0.92
19	1985 Bomag Pneumatic Tire Roller.....	22.47	70			133.99	32" Chainsaw.....	1.73
20	1987 Ford Tractor w/Mower.....	22.92	71	2001 Int'l single axle 6-Wheel Dump (no radio).....	45.14	134	12000 Watt Gas Generator.....	7.05
21	1988 GMC 6-Wheel Dump.....	28.97	72	w/Plow \$50.62 w/Sander \$48.41 w/PS \$53.89.....		135	1999 NAC 7000 Watt Gas Generator.....	4.21
22	1994 Chevy Van w/radio.....	24.96	73	1991 Caterpillar Loader w/radio.....	66.97	136	1999 NAC 7000 Watt Gas Generator.....	4.21
23	1997 Ford Utility Truck w/radio.....	24.96	73	2006 Chevy ext. cab 4x4 PU w/radio.....	15.96	137	1999 Subaru 10000 Watt Gas Subaru Generator.....	7.05
23.99	16" Chain Saw.....	1.02	74	w/Plow \$5.05.....	21.01	138	2000 JCB Wheel Loader.....	39.91
24	2006 Chevy Silverado Pickup w/radio.....	15.15	74	2008 Atlas Cargo Trailer.....	8.52	138.01	#138 with 8' Sweepster Broom \$3.91.....	43.82
25	2008 Ford F250 PU w/radio (w/ 8' Plow \$5.48).....	15.96	75	1969 International Tractor w/Forklift.....	19.08	139	2005 JCB Tractor Loader.....	39.91
26	1991 International Dump 4x2 w/radio(NYSIS 4.53).....	40.54	76			139.01	#139 with 8' Sweepster Broom \$3.91.....	43.82
	w/Sander \$43.81 w/PW \$48.88 w/PWS \$52.15		78	1997 Self Propelled Road Widener.....	73.46	140	2008 John Deere Tractor w/ Lawn Mower.....	8.00
28	2001 Ingersall Rand Vibratory Roller.....	8.60	79	1997 Ingersoll Rand Dual Drum Vib Roller.....	41.47	140-A	Tractor w/Snowblower.....	10.00
29	1981 JD Tractor w/York Rake & P.H. Digger.....	21.14	80	1991 Ford 10 Wheel Dies. w/radio.....	65.49	141	2000 Kohler Generator - For HC's Building.....	0.00
30	2003 Chevy Ext. Cab 1/2 ton 4x4 PU w/radio.....	13.63	81	1991 Ford Rollback w/radio.....	65.49	142	1998 GMC Stake Truck (no radio).....	24.81
31	2006 Volvo EC-140-B Track Excavator.....	42.14	82	1991 Ford 10 Wheel Dies. w/radio.....	65.49	143	2008 Finn T90T-34 Hydroseeder.....	8.13
32	2008 Chevy C3500 Truck.....	24.96	83	1998 CAT Wheel Loader.....	66.97	144	1995 Finn Mulcher for Hydroseeder-incl. In above	
33	2007 Ford Stake Truck w/Flatbed w/radio.....	40.54	84	1990 John Deere Dozer.....	33.09	145	2009 Corn Pro Utility Trailer.....	8.52
34	1991 Ford Fuel Truck w/radio.....	26.89	85	1985 GMC 10 Wheel Dies. W/radio.....	70.48	146	2009 Corn Pro Utility Trailer.....	8.52
35	2008 Ford F350 PU w/radio (w/plow \$5.48).....	15.96	86	w/Water Portable Tank \$6.11.....	76.59	147	2003 Ford F350 Truck w/radio.....	18.99
36	1999 Cat Backhoe Loader w/Attachments.....	24.78	86	1998 CAT D5CIII Track Bulldozer.....	63.30		w/Plow \$5.48.....	24.47
37	1989 Rogers Lowbed Trailer.....	10.09	87			148	2003 Ford F550 Truck w/radio.....	31.05
38	Essex 1/2 Bag Concrete Mixer.....	2.56	89	2003 Ford F350 Stake Truck.....	27.87		w/Plow \$36.53 w/Sander \$34.32 w/PS \$39.80	
39	1988 Ford 1 Ton w/radio.....	24.96	90	2009 Kenworth Truck Tractor w/radio.....	70.48	149	2006 Ford F550 Truck w/radio (w/Plow \$36.53).....	31.05
	w/1989 Lincoln Welder \$4.95 (#39.04).....	29.91	91	w/Trailer (#40) \$10.09.....	80.57	150	1983 Army Pump (pump #1).....	11.67
40	1999 Equipment Trailer.....	10.09	92	1988 Athey Force Feed Loader w/radio.....	37.67	151	1992 Ford Utility Truck w/radio (old #51).....	24.96
41	Saws # -1 (16").....	1.02	92	1990 International Fork Truck (Army Fork).....	10.13	152	Army Water Pump (pump #2).....	11.67
	Saws#-16, 32 (12" Cut-Off).....	1.02	93	Salamander.....	0.35	174		0.00
	Weedaters # - 26, 27.....	1.37	94	Homelite Generator.....	2.28	189	1991 Ford Dump Truck (for parts only).....	0.00
	Saws # -28 Pavement Cutter (14" Floor Saw).....	4.94	95	1996 Bandit Chipper.....	23.98	204	1998 Chevy Astro Van all wheel (old #4).....	11.67
42	High Lift Man Basket (4x4 Boom Lift).....	7.72	96	1999 Skidsteer w/82" Bucket.....	19.07	210	2006 Ford Stake Truck w/Crane Body w/radio.....	27.87
43	1998 Flowboy Trailer.....	26.73		96.01 w/Forks.....	19.07	212	1998 Chevy 1Ton Pickup w/radio.....	17.85
44	2008 Gradall Excavator w/radio.....	30.13		96.02 w/4:1 Bucket \$2.00.....	21.07	241	Floor Sweeper (walk behind-shop only).....	0.00
45	1991 Ford Tractor Dies. W/radio.....	65.49		96.03 w/Broom-Sweeper \$8.00.....	27.07			
	w/Trailer (#37) \$10.09.....	75.58		96.04 w/Hammer \$10.00.....	29.07			
46	2007 Interstate Tag-Along Equipment Trailer.....	8.52		96.05 w/Planer \$20.00.....	39.07			
47	1997 Ford 6-Wheel Dump.....	29.12	98	2008 Asphalt Zipper Recycle/Milling Machine.....	50.00			
	w/Sander \$32.39 w/Plow \$34.60 w/PS \$37.87		99	1996 Cat Excavator.....	53.89			
			100	1978 Steam Thawer.....	0.70			

NOTE: Rates for equipment only, no operator  
 Highlighted equipment MUST be rented with an operator  
 (Livingston County Highway Dept. personnel)  
 Updated 2/9/2011  
 H:\Office\Equipment County Owned\Equipment Rates



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

**DISCUSSION - ENGINEERING REPORT**

Engineer Rock reported on the following:

The following Water System Goals were provided by the Engineer and Possible Water Projects were provided by Water Superintendent McKeown

## Possible Water Projects

### Short term projects today to 5yrs

1. Buy and install radio read system
2. Install water line on Cemetary St
3. Inspect Tower and do repairs / paint if needed
4. Install line on South Avon Rd.

### 5 years and beyond

1. Install water line on Triphammer Rd
2. Replace water main at intersection of Rt. 15 / 5/20 going north
3. Connect Dary Rd to Polebridge Rd
4. Connect South Avon to The Town System to create a loop
5. Connect Sacket Rd. to the Village System

**RECEIVED**

MAR 24 2011

SHARON M. KNIGHT  
TOWN CLERK / TAX COLLECTOR



RECEIVED  
MAR 24 2011  
STANON M. KNIGHT  
TOWN CLERK / TAX COLLECTOR  
ENGINEERS  
PLANNERS  
SCIENTISTS  
SURVEYORS

David LeFeber, Supervisor  
and Board Members  
Town of Avon  
23 Genesee Street  
Avon, New York 14414

March 22, 2011

**Re: Water System Goals**

Dear David and Board Members,

Dan McKeown listed eight items as Possible Projects with short and long goals in mind. The items are appropriate.

The following are some additional items to consider in planning:

**Water Tanks:**

The East Avon Tank was painted in July 2002. It would be appropriate to inspect the inside next year, and plan for repainting in a few years.

The Town Line Tank was painted in September 2007 and touched up in 2008. Inspection in 2017 should be planned and repainting in 2018.

**General Items:**

Water meters – a program should be established to replace every water meters every 10 years, or so. Meters always under register, and they lose the ability to pick up small flows, over time.

Survey locations of valves on Route 39, Hogmire Road, and Henty Road to add to the GIS information. The system valve locations were done in 2007, before the watermains were installed on the roads listed above. That will keep the coordinates with consistent accuracy.

**Water Mains:**

The main from Sutton, north to 5 & 20 is an unlined cast iron pipe. It was the source of the coliform outbreak a few years ago. The outbreak will happen again if the pipe remains in service.

Looping dead ends is the means to assure uninterrupted service. The most significant is the line on 5 & 20 east of 390. An extension of the main south along Dutch Hollow Road almost to Garden is possible with existing system pressure. This would get watermains closer for eventual connection to Sutton or Marshall Roads

Sincerely,

Timothy C. Rock, P.E.

Dan McKeown, Water Superintendent

COMMUNITY ENGINEERS

700 WEST METRO PARK, ROCHESTER, NY 14623-2634 · 585-272-7310 · FAX 585-272-0159 · E-MAIL: info@larsen-engineers.com  
www.larsen-engineers.com

After initial discussion the Board requested that together the Engineer Rock and Water Superintendent McKeown prioritize the projects and include dollar amounts.

Supervisor LeFeber once again is concerned with the amount of water that is being metered versus the amount of water being sold. Water Superintendent McKeown stated that work completed on school property on Lake Road was completed in November and Village Employee Brian Scott noticed water running from the property to an open drain. This could have been the cause and Water Superintendent McKeown will follow-up. Discussion also included not reading meters with exact intervals, for example a meter maybe read after 90 days or possibly 119 days.

### **DISCUSSION CODE ENFORCEMENT OFFICER**

Code Enforcement Officer Anthony Cappello provided the following written report:

# DEPARTMENTAL REPORT

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March 24, 2011

**BUILDING & ZONING**

**RECEIVED**

MAR 24 2011

## **Building Permits:**

A total of 6 building permits have been issued so far this year.

SHARON M. KNIGHT  
TOWN CLERK / TAX COLLECTOR

## **Planning Board :**

- Russell Johnson presented a two-lot subdivision map for his ten acre Garden Street property. The public hearing has been set for 4/5/11.
- Michael Loss presented a three-lot subdivision map for his 186-acre Oak Openings Road parcel. The public hearing has been set for 4/5/11.

## **Code Enforcement/Zoning:**

All electrical repairs were completed on the 33 Royal Springs homes in November 2010. Until today, Commonwealth Electrical Inspector Mike Shumway has been unable to secure the assistance of Tony Alello, owner of the company that completed the repairs, in setting up inspection appointments with homeowners.

As of today, Alello's company has begun contacting homeowners to set up appointments for Shumway to go through the homes. Shumway has agreed to contact Jennifer Sargeant with weekly progress updates.

**RESOLUTION #60 PAYMENT OF BILLS**

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

ADOPTED AYES 5 NAYS 0

RESOLVE to accept for payment Abstract 2011-6 in the following amounts:

Concerning ABSTRACT of Claims Number 2011-6 including claims as follows:

General Fund	Voucher #117 through #130 in amounts totaling \$2,206.43
Highway Fund	Voucher #47 through #55 in amounts totaling \$12,768.61
Water Fund	Voucher #44 through #47 in amounts totaling \$1303.05
Cemetery Fund	No Voucher
Opera Block Capital Improvement	Voucher #1 through #1 in amounts totaling \$37,000.00
Royal Springs Lighting	Voucher #3 through #3 in amounts totaling \$1,192.92
Cross Roads Drainage District	No Voucher
Bruckel Drainage District	No Voucher
Royal Springs Drainage	No Voucher
Town Of Avon Fire Protection	No Voucher
Water Capital Improvement	Voucher #5 through #5 in amounts totaling \$2,476.41

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

**DISCUSSION SUPERVISOR'S REPORT**

Supervisor LeFeber reported on the following:

There is an increase in services from the Genesee Valley Cemetery Service – Larry Rath for grave opening/closing and foundations. There was discussion on the cemetery fund balance carried over from 2010.

The discussion of Town Clerk Knight's request to purchase plots in the South Avon was continued. Forward movement would be to seek a recommendation from Dwight Brown as he was involved with rehabilitating the cemetery in recent years.

Two trophies were awarded to Town funded sports programs and a request was received to display the trophies in the Opera Block/Town Hall. The Board appeared to be in favor of the request.

There was discussion on changing the meeting time of the April 14<sup>th</sup> Town Board meeting as a candidate for Congress would be addressing the County Republican

Committee and guest in the Town of Geneseo at 7:30 P.M. The Board took the following action.

**RESOLUTION #61- CHANGE TIME OF MEETING SCHEDULED FOR APRIL 14, 2011**

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

ADOPTED AYES 5 NAYS 0

RESOLVE to change the start time of the April 14, 2011 Town Board Meeting to 5:00 P.M.

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

**RESOLUTION #62 CHANGE THE START TIME OF THE PUBLIC HEARING FROM 7:00 P.M. TO 5:30 P.M. FOR LOCAL LAW T-1A-2011**

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

ADOPTED AYES 5 NAYS 0

RESOLVE to change the start time of the public hearing schedule for April 14, 2011 from 7:00 P.M. to 5:30 P.M.

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

**RESOLUTION #63 ROUTE #39 WATER PROJECT BUDGET MODIFICATION NUMBER 3**

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

ADOPTED AYES 5 NAYS 0

Town of Avon– Route 39 Water District  
Budget Modification No. 3

Whereas, the Town of Avon developed the budget for the Route 39 Water District project based on estimates for the costs for the various administrative budget items expenditures, and

Whereas, the actual costs for the fiscal coordination services provided by Bernard P. Donegan Inc. total \$7,023.03, or \$2,976.97 under budget.

Be it resolved that the Town Board hereby authorizes a reduction to the budget for fiscal coordination services from \$10,000.00 to \$7,023.03 and the transfer of the remaining \$2,976.97 to the contingency for use on the proposed extension of public water mains within the Route 39 Water District.

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

**DISCUSSION SUPERVISOR'S REPORT- continued**

Supervisor LeFeber continued his report with continued discussion on amending the employee handbook. The Board appeared to be in favor of Supervisor LeFeber working with his Confidential Secretary Mary Blye to draft a working document and schedule a meeting using the overhead projector for discussion. Some of the items of interest include adding a performance review. The Board took the following action.

**RESOLUTION #64 SCHEDULE A WORKING MEETING TO UPDATE THE EMPLOYEE HANDBOOK**

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

ADOPTED AYES 5 NAYS 0

RESOLVE to schedule a working meeting of the Town Board on April 21, 2011 at 6:00 P.M. at the Opera Block/Town Hall, 23 Genesee Street, Avon, New York

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

**DISCUSSION - OPEN ITEMS**

Councilman Cook reported he received an e-mail regarding copiers and would be following up.

Councilman Mairs reported on the legislative bills that the NYS Town Clerk's Association will be considering at their conference in May. Discussion included the importance of providing our State Representatives input on bills they will be considering. The Board took the following action.

**RESOLUTION #65 OPPOSE AND SUPPORT NEW YORK STATE ASSEMBLY/SENATE BILLS**

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

ADOPTED AYES 5 NAYS 0

RESOLVE to

Oppose Bill No. A02882Millman-S62/Diaz

Purpose of General Idea of Bill: Any person who owns a dog shall ensure that by the age of four months such dog is implanted with a microchip for the purposes of identification including medical history and needs of the dog. A registry of dogs shall be created at the time of dog licensing. This registry will be made available to veterinarians, shelters and kennels for the purposes of identification.

Oppose Bill No. S62/Diaz-No same as

Purpose: To require all dogs and their owners to successfully complete obedience training.

Support Bill No. A1274/Schimmel-S1824/Martins

Purpose: This legislation clarifies the procedures for consolidating and dissolving local government entities and requires that the consolidation or dissolution of any local government entity be subject to a mandatory referendum after the plan is developed.

Support Bill No. A1909Giglio-S796/Young

Purpose: Provides for free hunting, fishing and trapping licenses to resident of the state who are active duty members of the U.S. armed forces regardless of where such person is stationed.

Support Bill No. A1354/Hawley – S173/Maziarz

Purpose or general idea of the bill: To prevent the transfer of funds from accounts that are specifically supported with a dedicated fee.

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

#### **RESOLUTION #66 EXECUTIVE SESSION**

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

ADOPTED AYES 5 NAYS 0

RESOLVE to enter into executive session for the purpose of the medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation. TIME 8:23 P.M. inviting Attorney Campbell, inviting Highway Superintendent Ayers TIME 8:45 P.M.).

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

#### **RESOLUTION #67 CLOSE EXECUTIVE SESSION**

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

ADOPTED AYES 5 NAYS 0

RESOLVE that the Executive Session be closed and that this Board returns to the meeting with no action taken. Time 9:03 P.M.

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

On motion of Deputy Supervisor Cole, seconded by Councilman Blye, the meeting adjourned at 9:05 P.M.

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