

A Regular Meeting of the Town of Avon was held on Thursday August 22, 2013 at 7:00 P.M. at the Avon Opera Block/Town Hall, 23 Genesee Street, Avon, New York with the following members present:

PRESENT: Supervisor David LeFeber, Councilmen James Blye (left at 8:35 P.M.), Richard Steen, and Robert Ayers

ABSENT: Deputy Supervisor Thomas Mairs

OTHERS: Attorney James Campbell, Water Superintendent Daniel McKeown, Larsen Engineer Timothy Rock, Highway Superintendent Thomas Crye, Assessor Tami Snyder, and Town Clerk Sharon Knight, CMC/RMC

GUESTS: Village of Avon Trustee William Zhe and Parks Director John Marks and Livingston County Fire Safety Program Firefighter Brian Shannon

VISITOR: Chuck Morgan, Clara Mulligan, Judy Falzoi and Genesee Sun - Leah Shea

Supervisor LeFeber called the meeting to order at 7:00 P.M. and lead those in attendance in the Pledge of Allegiance. He then asked for any public comments and Visitor Judy Falzoi addressed the Board with the following.

She introduced her grandson stating that she has learned a great deal about local government over the last few years. Deep down into her heart she is very disappointed because one year ago the Board understood what they needed to get done. It was explained that the Board needed to change zoning and land. The environmental review for natural gas and associated industries has been done for you by New York State and you have no control of that review. But do have control in the definitions of your zoning. Up until now industry in the code has been under your control. You are the bottom line and last resort to protect our community regarding the natural gas industry and it needs to be a part of the zoning. The definition of light industry needs to become a part of the zoning and penalties need to be determined if someone tries to push the limits of the law, just as traffic fines are in the law. If you speed and are ticketed the law states the type of fine with a specific amount. I do not know what the meeting will hold tonight. Municipal law provides you the right, powers and duties to do this. Take care of our community on behalf of the residents.

RESOLUTION #125 APPROVAL OF MINUTES

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

ADOPTED AYES 4 NAYS 0 ABSENT 1 (Deputy Supervisor Mairs)

RESOLVE to approve meeting minutes of July 25, 2013 as presented.

Vote of the Board: Councilman Ayers – Aye, Councilman Steen – Aye, Councilman Blye - Aye, Deputy Supervisor Mairs – Absent, and Supervisor LeFeber - Aye

RESOLUTION #126 APPROVAL OF MINUTES

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

ADOPTED AYES 4 NAYS 0 ABSENT 1 (Deputy Supervisor Mairs)

RESOLVE to approve meeting minutes of August 8, 2013 as presented.

Vote of the Board: Councilman Ayers – Aye, Councilman Steen – Aye, Councilman Blye - Aye, Deputy Supervisor Mairs – Absent, and Supervisor LeFeber – Aye

DISCUSSION – JOHN MARKS – AVON COMMUNITY PLAYGROUND

Supervisor LeFeber welcomed Village of Avon Parks Director John Marks and he addressed the Board providing an overview of the Avon Community Playground. The project is clearly a community project and has been underway for a couple of years. The interest came about 1 to 1 ½ years ago. A sub-committee was formed to determine if we should do this and if so, what the playground would look like. We talked to several vendors and got an idea of what we would be getting. A parks survey was conducted and it was very clear that a replacement or new playground was needed. There was objective feedback and we then reached out for a partnership which was formed with Avon Community Engaged (ACE). ACE is a partner that provided us with seed money for administrative and promotional items. Rotary secured a grant in the amount of \$17,000.00 some of which is in the bank. Avon Central School Principal Rob Lupisella wrote a letter of support for the grant application. Playgrounds contribute to the general health of a child and the cognitive development, and social skills. Children create their own games, get along with each other, and learn to pay attention. Most educators will support that statement. Children use technology very well and they need to draw back from technology and spend more time on physical activities. We sought and received input from a design class from the High School. The designed playground is unique and special as Avon is unique and special. Bears Equipment in Lima was contacted as recommended and has a history of developing unique playgrounds. The wooded one that has been developed is something that fits into our historical park. Letchworth State Park also has wooden playgrounds.

The reason to do this is because children need play. The work of children is to play. Obesity continues to be a major health issue. Just this week a newspaper article focused on the needs of children and the need of more opportunities for kids to play outdoors.

The current playground provides no safety surfaces under the swings and slides. It's not designed for age groups and recently two pieces of equipment were deemed unsafe and removed.

A drawing of the newly designed playground was shared and it includes group age pods and children decide what they can work on. A portion contains a natural play site with tree stumps up to four feet off the ground, big rocks that are stabilized and there will be

DISCUSSION – JOHN MARKS – AVON COMMUNITY PLAYGROUND-continued

handicap accessibility. The slide is the only non-wood piece. A power company has already provided locust tree stumps. The digger was replaced as the children loved the old one. Discussions have been held with the Manager of Monroe County Parks and they liked the natural play area. We would like to build next year and fund raising is the most important step at this point. The Village has dollars in a capital reserve account and in-kind services from volunteers and the Village.

On September 21st from 11:00 – 4:00 a Family Funday is being planned as a fundraiser with different events, bounce house, face painting, and raffles. T-shirts are for sale. Both small and large businesses will be solicited for financial support. The total project budget is about \$80,000.00 and includes in-kind and volunteer services. The mulch and equipment are the largest costs.

Supervisor LeFeber stated that the Board is entering into the budget season and he is in the process of developing a tentative budget.

Mr. Marks asked the Board if they are interested in providing financial support and Supervisor LeFeber responded stating that they would have it on the table for discussion.

Once the playground is built there would be increased maintenance cost and it would become a function of the Village Parks System. Letchworth has not had to re-stain yet and theirs has been up for 4 to 5 years. A specific grade of mulch is required and must be nine inches deep.

The “wheel of death” will stay and the bearing will be replaced to make the equipment smoother and safe as possible.

**DISCUSSION VISITOR LIVINGSTON COUNTY FIRE SAFETY PROGRAM
FIREFIGHTER BRIAN SHANNON AND SIREN**

Supervisor LeFeber welcomed Siren and Brian Shannon to the meeting and Brian addressed the Board thanking them for having them. While talking with the Town Clerk and then following up with the Supervisor a request was made for the Board to consider approval of use of the Recreation Trailer during the time it is not being used for Summer Recreation.

He shared the following letter:

DISCUSSION VISITOR LIVINGSTON COUNTY FIRE SAFETY PROGRAM
FIREFIGHTER BRIAN SHANNON AND SIREN-continued



Livingston County Fire Safety Program
Firefighter Brian Shannon
333 River Street
Avon, New York 14414

Dear Town of Avon:

My name is Brian Shannon. I am a career firefighter in Greece and volunteer firefighter in Avon, NY. I am excited to announce that Livingston County Fire Departments has purchased a Dalmatian, named Siren, for teaching fire safety education. Siren is also in the process of completing his training to become a certified pet therapy dog. Siren is currently 8 months old. I put this program together, and along with my fiancé, we will be volunteering our time to implement this program throughout Livingston County and select places in Monroe County (both fire safety and pet therapy).

As you know every year children and adults of the community learn about fire safety education. Whether it's in the home, at school, or in a commercial building, we all need to be aware of what is going on and aware of a way to escape if there is an emergency. Most children look at a Dalmatian as a symbol of the fire department. If there was a dog to teach the children it would spark their interest and make a more lasting impact. Siren will wave to the children and teach them to stop, drop, roll, crawl low, and dial 911 (Siren will dial with his nose). Siren is a fire safety symbol to everyone in our community.

The program target areas include:

- Teach fire safety programs in the schools of Livingston County.
- Teach programs in senior living and nursing home facilities and group homes.

DISCUSSION VISITOR LIVINGSTON COUNTY FIRE SAFETY PROGRAM
FIREFIGHTER BRIAN SHANNON AND SIREN-continued

- Attend parades and festivals in Livingston County.
- Attend fundraiser and specific fire department functions upon request.
- Visit hospitals, nursing homes, group homes and other areas as needed for pet therapy.

Siren is residing with my family full time. Training has been donated from professional dog trainer Tommy Doehler, he recently assisted the Secret Service for the President's visit to Rochester.

In order to help us achieve our goal, we are asking for donations and assistance from the business's and towns throughout Livingston County. I am inquiring about use of the enclosed trailer that the Town of Avon uses for the summer recreation program. We have a couple props to move from school to school in Livingston County. The props are a "Stay low, and go" to teach children how to crawl in case of a fire, and a large wooden telephone, so that Siren will be able to teach children how to dial 911 with his nose. With the fall and winter weather coming soon, we want to transport the props in an enclosed trailer to protect them from the elements. One of them is 8 foot long, and the other is 6 foot tall. We are also trying to locate a decommissioned fire or police vehicle to move the trailer around. The trailer would be used mainly during the school months, a couple times a week and sometimes during the summer.

So far since we have started our program, we have been to many nursing homes, group homes, parades, and festivals. We have also been invited to visit the children at Golisano Children's Hospital as well as do a fire safety presentation at the Strong Museum of Play

Please feel free to contact us if you are able to support our efforts in any way. Check out Siren's Facebook page at www.facebook.com/sirenthefiredog. We would be more than happy to do a meet and greet for the Town Board to meet Siren. Thank you for your consideration.

Sincerely,

Brian Shannon

DISCUSSION VISITOR LIVINGSTON COUNTY FIRE SAFETY PROGRAM
FIREFIGHTER BRIAN SHANNON AND SIREN-continued

The program is running through-out the entire year. He worked with the Village to get the chief's old vehicle but the floor is in need of great repair and other concerns. Brian currently uses his own personal vehicle to transport Siren. They are applying for a 501(c)(3) and that process is complicated and he is receiving help from others including Livingston County Emergency Management Director Kevin Niedermaier. Space at the Village of Avon Fire Department storage building is being made available.

**DISCUSSION VISITOR LIVINGSTON COUNTY FIRE SAFETY PROGRAM
FIREFIGHTER BRIAN SHANNON AND SIREN-continued**

Siren has his own web site and 757 people have visited the site.

Attorney Campbell stated that one thing to be concerned about is using Town resources. A critical component will be if our insurance coverage would cover this type of service. Supervisor LeFeber stated that he would check to see if our insurance would cover this type of use.

Mr. Shannon stated that all donated funds are directed to the Livingston County Fire Chiefs Association and that he does not handle the money. All of Siren's needs are supported through the Association. Having a trailer for the winter would be a huge help to the entire program but he understands the concerns if it's not something the Town will be able to provide. He thanked the Board for their time.

DISCUSSION – ATTORNEY REPORT

Attorney Jim Campbell reported on the following:

Supervisor LeFeber was presented with the AT & T contract and he provided his signatures on four copies of the contract. They will be mailed out tonight.

Exploration of the offer from Sprint/Nextel continues and it's an all or nothing offer. We have a responsibility to the other companies that are on the tower to provide electricity. Sprint/Nextel is offering the back-up generator as a part of the deal. Keeping the building could become a burden to the Water Department. But before we reject the offer we want to make sure we can continue to be responsible in providing the services that we are contracted to provide. Keeping the building may have some benefits. Each provider has their own way of doing things and the question is if we would rather provide the service rather than gambling on someone else's equipment. Figuring out the best way to move forward continues to be explored.

Not all of the documents of the Lenape Appeal have been received and there is a significant volume of papers. At the next meeting a proposed local law for a second moratorium could be presented for Board consideration and the local law process would begin. Putting together a BAN is a complicated task and will take a significant amount of time. Therefore adopting a law for a second moratorium would provide the time necessary to institute a BAN.

Supervisor LeFeber stated that he is back in support of adopting a second moratorium. Councilman Steen is considering what other communities are doing and would like to wait for the appeal decision.

Attorney Campbell reported that we may not know the decision until one year from now and that there is a real risk if you wait that long.

DISCUSSION – ATTORNEY REPORT-continued

Other Board Members shared their concerns including:

- wanting to move ahead after the appeal
- questioned what we have accomplished by previous actions
- how much money have we actually spent
- the Town's ability to review the Attorney's invoices
- costs other than Attorney fees
- some residents do not want to spend any more money.
- In Pennsylvania the economy has improved
- Roads and bridges are being built.
- What did we get out of the first moratorium?
- The County took busloads of visitors to Pennsylvania
- Literature was brought back to the Board and been around a long time.
- They feel it is right, and yes crime does go up
- Some people think that this is going to ruin the valley.
- Being fair to everyone and he is trying to do the right thing.
- When considering the risk I do not want to risk spending additional fund defending another law suit
- There was discussion on the coal industry and them shutting down in the Carolinas and the train load of coal per day they are polluting the air.
- Gas is the answer because we need energy.
- The question is the way gas is being obtained.
- People have economic challenges and despair and promises of an economic boom.

Visitors shared comments such as:

- Protection during a one year period
- Educational presentation by the Moratorium Committee
- There has been no drilling
- There is suspension of an issuance of permits
- The Board has no control of stopping the State from issuing permits.
- The moratorium was your security blanket of not knowing what the state will be doing.
- There are people out there that would like to see the moratorium when you feel that there is no need for it.
- It's important to read the will of the community and the room could be filled with people.
- Only the Board can make the decision for landowners as they have the responsibility of the wellbeing and safety of the community.
- Injection wells are truly threats.
- Other communities are finding affects.
- The executive order can change at any time.

DISCUSSION – ATTORNEY REPORT-continued

There was considerable discussion on:

- The difference of a moratorium versus the State issuance of permits
- Mandatory and Permissive Referendums
- The duties of Elected Board Members
- How one sets aside personal feelings and be able to balance the peoples' will.

Councilman Blye left at 8:37 P.M.

There ought to be that there should be a win-win situation.

Not looking to throw Lenape out of Avon and that he publically stated on the record that he will do high volume hydraulic drilling.

Nine weeks have passed and more and more information comes out daily.

This is a vital situation right now and the Town of Avon Community needs some protection.

It would not take much for the State to begin issuing permits.

Dozens of permits have gone through for approval but there are none to date for Livingston County.

They are waiting for Governor Cuomo to sign off

It is at our door steps.

DISCUSSION – ASSESSOR

Assessor Snyder updated the Board on the new requirements of New York State Tax and Finance for home owners to renew their basic star exemptions. A letter will be received by all current home owners that receive a reduction in their assessments for School Tax. The letter will provide a code that will be needed when going online to renew.

Posters, a sample letter with instruction of the online renewal process will be displayed and the media will assist in notification of the public. Renewal online simply asks questions and is several pages long, with one question on each page or renewals can be done using a 518 area code phone number. Homeowners are being told not to contact your local assessor.

A packet of information will be shared with the Village, School and Town Clerk.

We have 750 basic star recipients that include 400 in Harper Park. The biggest problem is that those that have not renewed will not be known until January 1st and if renewal is not completed by January 15th you cannot renew for that year. Renewals will be required this year and next year.

DISCUSSION – ASSESSOR-continued

Senior and enhanced star recipients are exempt for this renewal process. A NYS Representative will be stopping in our office on September 12. Those making over \$500,000.00 per year do not qualify for an exemption.

Putting information on our website will be completed once we are granted permission from New York State.

A packet of information was provided from Livingston County of their review and renewal of Livingston County Agricultural District #2 in the Town of Avon. A listing of both those that have renewed and those that have not renewed are included in the packet. Assessor Snyder has concern about two that have not renewed and there is a small window to apply. Supervisor LeFeber agreed to the Assessor contacting the two property owners.

DISCUSSION – WATER REPORT

Water Superintendent McKeown provided the following report:

Installation of the water line on Cemetery Road was completed on Monday. They did hit one large rock and received assistance from the Village. Water tests were run and sample results will be in next week. All three residents are in favor of the new line and one person is concerned with the cost of hooking-up. All residents will be invited to a meeting for discussion on costs.

It's recommended that a separate shut off meter pit provide the ability to shut off water from Ms. Hopkins' and Mr. Howlett's properties. The new line running across the street is being installed by John Barefoot on her private property. A meter will be supplied to Ms. Hopkins by the water department.

DISCUSSION – ENGINEER REPORT

Larsen Engineer Tim Rock reported that on Monday at 9:00 A.M. the East Avon Water Tower dent will be popped out by Rockwood. There will be a video camera at the top of the tank and you can watch the work being completed from the ground.

DISCUSSION – HIGHWAY REPORT

Highway Superintendent Crye provided the following report of the work of the Highway Department over the last few weeks:

School job, mowed drainage district, parks and cemetery, Sackett Road headwall, County work, assisted Water Superintendent to install a waterline, on Tec Drive moved a pile of dirt, Center Road, kept-up shop, trucks and equipment.

DISCUSSION - TOWN CLERK'S REPORT

Town Clerk Knight provided the following written report:

Town Clerk's Report for August 22, 2013

Thank You for offering to the employees the "get together" and questioned if the part time employees will be paid for regular hours if they attend the event. After discussion the Board appeared to approve paying all employees their regular hours including full and part time.

A thank you was received from a resident of the State of Washington who was requesting a copy of a marriage license for the office's exceptional service.

Fire Inspection Village Fire Marshall Dean O'Keefe conducted a fire inspection of the building on July 2nd and it's been determined that the storage basement of the Historical Society was not included in the inspection. After completion a Report will be completed.

Planting of Trees Deb Cook of 5720 Eleni Court called for an updated response to her request to the Town Board at the last meeting regard permission to plant trees. There was further Board discussion including the increased maintenance mowing if trees are planted on the common open space owned by the Town of Avon. There was also concern of a snow ball effect of other neighboring properties. Highway Superintendent Crye stated that he could support approval of one tree to be used for shade. The Cook property was described as a very small back yard that connected to the Town's open space. Councilman Steen requested a chance to visit the property. There was no Board action and further discussion will occur at a future meeting.

Vouchers The payment of bills begins with Departments presenting vouchers to the Clerk's Office, vouchers are listed on an abstract, any vouchers causing overages when compared to the Board adopted budget are reported to the Board. If the vouchers are approved for payment by the Town Board as presented then they will appear to be over budget. Those over budget are identified by highlighting on the prepared abstract. Also, account names/numbers being used with the adopted budget are not consistent with the Supervisor's Budget Report. It further appears that account changes have been made in the Supervisor's Report without first be considered by the Board. Also, the number of mailing envelopes ordered exceeds the amount requested in the line item; however, because conference dollars were allotted and not used the line item is not expected to be over budget.

Assessor Snyder questioned if Departments are presenting vouchers to the Clerk's Office that cause the budget to be overdrawn.

Supervisor LeFeber responded stating that he does need to have some abstracts amended. Audits have been completed in the past and this has not been a problem area. Overages in line items could be caused by work performed for the County that was not planned and our purchasing of materials and our use of fuel to complete the projects. This triggers the

DISCUSSION - TOWN CLERK'S REPORT-continued

appearance of over budget. St. John and Baldwin make adjustments for us and they recommend that the budget transfers occur in July and again in December. There was no ill intent. The Supervisor's Report is not an official document it gives a true indication of where we are. The bulk of the identified over budget line items could be alleviated. At the end of the day we are even. A visit to St. John and Baldwin will be made next week and discussion with them will be held. The budget is the best plan and a gage that we watch and we are not broke. The discrepancies are the Town Clerk Knight's way of accounting. In the second quarter a wrong line item code was used and the budget report was corrected. Also extra security is being provided with the purchase of a cloud that was not budgeted and this will be an ongoing charge. We could start doing budget transfers at each meeting for more precision; however; still want the recommendations for budget transfers to continue to come from St. John and Baldwin.

2014 Health Care As requested two contacts for Health Care Option are being provided.

Town of Lima is currently using First Niagara Benefits Consulting, Kimberley A. Guerrein, Senior Client Account Manager. Her telephone is 585-262-7789 and cell # is 585-314-8030. The office is located at 777 Canal View Blvd.

The Town of York effective April 1st has new coverage and was assisted by Brown & Brown of New York Inc. 45 East Ave, Rochester, New York 14604, Tel: 697-1445, Fax: 697-1427, Contact person: Joanne Cammilleri, Email: joanne.cammilleri@bbrochester.com

(They will not only discuss the information, but will come out directly to explain the options and coverage available to the Town...very helpful !)

Supervisor LeFeber reported that he had spoken with a Representative from Brown and Brown regarding health care.

Dump Days Regional Computer Recycling & Recovery have provided the description of items including 1,653 lbs. of Total Recycling.

Junior Achievement There was a great article in the Livingston County News regarding Junior Achievement and the participation of the Clerk's Office and other Government Personnel.

Hero's Wall The cost to build the original Proudly Serving/Hero's Wall paid to Livingston County Highway was \$134.57.

In addition to the requested extension, three picture frames will need to be purchased from WalMart and assistance to hang was provided by Anthony Cappello.

3 service members are identified to return to civilian life as follows:

Scott Sutherland 2/8/2013, Michael Fusco January 2013 and Craig See 2012.

DISCUSSION - TOWN CLERK'S REPORT-continued

There are others that do not have a date to return and it may have not been known at the time of the original submission.

The Board appeared to support adding National Guard Members to the Proudly Serving/Hero's Wall and to remove all Honorees after they return to civilian life. The Board also approved the expansion to the wall with additional panels and frames not to exceed \$150.00.

Liquor Application A New liquor license application for 1515 West Henrietta Road, Joseph Yantachka III

Free Anti-Rabies Vaccination Clinics for Dogs, Cats and Ferrets for Livingston County Residents will be held Tuesday, September 17 from 5 PM to 7 PM at the Livingston County Complex – Hampton Corners, 4389 Gypsy Lane in Mt. Morris.

Pilot The payment for the PILOT agreement with Montgomery Maximum (Kids Club) was received August 15th and did not include late payments. Supervisor LeFeber's Secretary Mary Blye will be sending a request for a late payment in the amount of \$14.65.

Regional Meeting I plan on attending a regional meeting of the NYS Town Clerk's Association in Corning on September 23rd for an opportunity to ask questions, share unique experiences and provide guidance with other Clerks and for a presentation by NYSDEC License Sales Supervisor Donna Kalled - An overview of the plan and current status of the transition of DECALS to the new provider.

Updated Asset List Departments that have not returned the asset list include the Supervisor/Water and Recreation Departments and the Highway Barn Offices.

We are keeping MS Office 2000 for the tax program that runs for access data base software, MS Office 2003 for Microsoft publisher as it is not on future versions, and currently Adobe Acrobat 5.0 and it's been recommended to upgrade since the current version is now 11.

There are current PC's with Windows XP in the Assessor and Historian Offices and they are scheduled to be upgraded to Window 7 Pro.

The following recommendation was made to declare surplus software equipment present to the Board for their review.

RESOLUTION #127 SURPLUS SOFTWARE EQUIPMENT

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

ADOPTED AYES 3 NAYS 0 ABSENT 2 (Deputy Supervisor Mairs and Councilman Blye)

RESOLUTION #127 SURPLUS SOFTWARE EQUIPMENT-continued

RESOLVE to approve to surplus the following items and provide the Microsoft Windows 98 software to Hurricane Technology.

On the surplus list is Microsoft Windows 98 software that is being requested to be provided to be used by Hurricane Technology.

Software Products and Software Distributed with PCs, Kybds, Printers - OEM
Qty 2 - MS Win 98 Getting Started Book, CD and Boot Disk(floppy)
Win2000 Prof Reinstallation CD W2K + SP2 - US-01F756-60210-222-3068
Microsoft Money 2002 CD
MS WorksSuite 2001 Setup CD, MS Works 6.0, MS Word 2000 SR-1
MS Works Suite 2002 Product Key QFKVF-XXXX...
MS Windows Server 2003 Standard Ed. CD, Supp/Diag CD, Preinst CD, Getting Started Guide
Veritas Backup Exec 10.0 for Windows Servers - Guide, CD. eLearning CD, Lic Agrmnt
Certrance Software Kit - Resource CD, Yosemite Tapeware Backup Ver 7.0 CD
HP ProLiant ML150 G2 Server - Support CD Ver 1.0 and Installation Sheet & Book
Symantec pcAnywhere Ver 9.0 - Box with User's Guide
Symantec Antivirus 9.0 Business Pack Cd and Guide
Norton Antivirus Ver 5.0 User's Guide and CD 1998 / CD 2003/ Emergency Floppy Boot Disk
MS Intellitype Pro Kybd and Mouse Sftwr CD & Getting Started Booklets
Logitech Trackball Getting Started Guide and CD - P/N 631228-0403
HP LJ Trellix Special Edition
Hp LJ Print Forms w/ Mips Express CD - on win3.1/95-98/NT/ and MS Word 6,7,97
HP LJ 1000 Series Win 98/2000/ME/XP
CD
HP LJ 1100 3.5 floppys for Win 3.1 and 3.11
1 - 3.5 Floppy Install Disk 1 for Deskjet 600 Series (printer surplus'd)
2 - Iomega Tools CD Ver DM5305 1998
2 - 3.5 Floppys Dell Diagnostics Ver 3.95F
3 - 3.5 floppys Dell M780 Setup Disk Win 98 & 95
2 - 3.5 floppys MS Intellipoint for Mouse Setup Disks V 2.2c
1 - WinXP Prof Reinstallation CD Incl Svc Pk 2 - CA-OFK812-60212-676-OPXM
1 - WinXP Prof Reinstallation CD Incl Svc Pk 2 - US-OFK812-60214-679-ORF3
3 - WinXP Prof Reinstallion CD Incl Svc Pk 2 Ver 2002 - US-OG7624-18310-553-29DP/28L9/28NW
2 - Win XP Home Edition Reinstallation CD - US-03U669-60210-2AQ-2354/28U-N866
2 - Reinstallation DVD Win 7 Prof AP1 32-bit - US-04DTND-53590-146-A72B/A72D/A72E
2 - Resource Media for Optiplex - US-OV59R8-53590-18A-ACW9/ACXB/ACXC
2 - Drivers and Documentation CDs Dell P1911
3 - Dell 1704FPT Color Monitor CD -
drivers
1 - Dell 1907F Color Monitor CD - drivers
5 - Application CD for reinstalling Cyberlink Power DVD and 5.7
3 - Application CD for reinstalling Sonic RecordNow 7.3 Deluxe Sftwr
2 - Drivers Util & Apps CD for reinstalling Dell 2650 - DS/N US-03J446-69080-2AB-A077/27A-H2PC
2 - Application CD - For install/reinstall Roxio Easy CD Creator 5.2 Basics
2 - Application CD - Tools for Reinstalling Dell Sftwr - US-06X733-53590-2AI-3126/2BD-6153
2 - Optiplex Resource CD

RESOLUTION #127 SURPLUS SOFTWARE EQUIPMENT-continued

1 - Roxio Creator Plus Installer CD
Factory CD Restore - SI#430404V0

Documentation

2 sets documentation for Win98 Dell setup guides, M780 monitor, optiplex systems
2 - Dell Inspiron 2600 and 2650 Owner's Manual plus wire - US-00R531-31221-2AF-D1L3/2AT-E016
Dell Product Information Guides - for computers(4) and for monitors(1)
2 Booklets each - Warranty & Support Info and Safety, Environ. & Regulatory Info
Pamphlets for 512e Hard Drive
APC Back-UPS ES 350-500 Users Guide Sheet
Harmon/Kardon HK195 Users Guide - Speakers
Manual for Okidata Microline 320/321 Turbo 9pin printer
Quick Reference Cards for Brother Fax Machines (surplus'd)

Miscellaneous

Hi-Speed USB Flash Disk Installation CD V1.0 USB 2.0
Power Chute Personal Edition CD 2003 - Win v1 3.1 - win 98/Me/2000/2003/XP
NY Zoning Law and Practice 4th Edition Sept 2007
BAS NY Clerk 2006 Update and w/Dog Module
NYS Dept of State - Open Space & Farmland Conservation June 21 2005 Teleconference CD
Land Use and Transportation Management Green Space
NYSERDA - Wind Energy Tool Kit 2006
NYS Building Codes autobook CD ver 6.1 update
SEI - Zip Drive - Updates to Court Programs 1999, 2001 (4-zip and 2-floppy disks)
2 - CD copies of Nov 14 2005 Town of Avon Zoning Map
January 2006 NYS Dept of State Technical Series and Other Publications
Williamson Law Book Co - Building & Codes Update Version 4

Vote of the Board: Councilman Ayers – Aye, Councilman Steen – Aye, Councilman Blye - Absent, Deputy Supervisor Mairs – Absent, and Supervisor LeFeber - Aye

RESOLUTION #128 PAYMENT OF BILLS

On motion of Councilman Ayers, seconded by Councilman Steen the following resolution was

ADOPTED AYES 3 NAYS 0 ABSENT 2 (Deputy Supervisor Mairs and Councilman Blye)

Concerning ABSTRACT of Claims Number 2013-16 including claims as follows:

General Fund	Voucher #378 through #386 in amounts totaling \$4,122.40
Highway Fund	Voucher #127 through #134 in amounts totaling \$11,696.03
Water Fund	Voucher #126 through #132 in amounts totaling \$65,578.32
Cemetery Fund	No Voucher
Opera Block Capital Improvement	No Voucher
Royal Springs Lighting	No Voucher
Cross Roads Drainage District	No Voucher
Bruckel Drainage District	No Voucher

RESOLUTION #128 PAYMENT OF BILLS-continued

Royal Springs Drainage	No Voucher
Town Of Avon Fire Protection	No Voucher
Rte. 39 Water SW2	No Voucher

Vote of the Board: Councilman Ayers – Aye, Councilman Steen – Aye, Councilman Blye - Absent, Deputy Supervisor Mairs – Absent, and Supervisor LeFeber - Aye

DISCUSSION - SUPERVISOR REPORT

Supervisor LeFeber stated that he has received an invitation to visit Hanson owned property and will accept the invitation.

OPEN ITEMS

Councilman Ayers questioned if the recreation trailer had changes to the original shelving that he built because if not there would not be room to hold large objects. Councilman Steen stated that he would look for one that might be available.

Councilman Ayers questioned the awarded bid price for salt and Highway Superintendent Crye stated that the bid was won by American Rock Salt by a good dollar.

Councilman Steen asked for an executive session and the following Board action was taken.

RESOLUTION #129 ADOPT THE COUNTY OF LIVINGSTON – COUNTY SNOW AND ICE CONTROL CONTRACT OCTOBER 15, 2013 – OCTOBER 14, 2014

On motion of Supervisor LeFeber, seconded by Councilman Ayers the following resolution was
ADOPTED AYES 3 NAYS 0 ABSENT 2 (Deputy Supervisor Mairs and Councilman Blye)

RESOLVE to adopt the following contract:

COUNTY OF LIVINGSTON

COUNTY SNOW AND ICE CONTROL CONTRACT



~ COVER SHEET ~

This contract consists of the following Contract, Appendix, Exhibits, and Forms of Resolutions which are annexed hereto and made a part of such contract.

1. Contract signed and approved as required.
2. Appendix A, B & C, attachment D
3. Map of County Road System.
4. Rules and Regulations for Control of Snow and Ice on County Roads.
5. Form of Resolution for Approval

COUNTY OF LIVINGSTON

COUNTY SNOW AND ICE CONTROL CONTRACT

October 15, 2013 – October 14, 2014

AGREEMENT made August 22, 2013, between THE COUNTY OF LIVINGSTON, with offices at the Livingston County Government Center, 6 Court Street, Geneseo, New York 14454, and TOWN OF AVON, a municipal corporation, with its office at 27 Genesee Street, Avon New York 14414.

WHEREAS, pursuant to Highway Law Section 102 (1), the County Superintendent of Highways has general charge and supervision of the work of constructing, improving, repairing and maintaining all county roads and bridges with the County; and

WHEREAS, pursuant to Highway Law Section 135, the Board of Supervisors shall annually appropriate and expend such sum as it deems proper for the removal of snow from County Roads and for sanding, or otherwise treating, them for the purpose of removing the danger due to snow and ice thereon; and

WHEREAS, pursuant to Highway Law Section 135-a, the County Superintendent of Highways, may contract with a Town and a Town Superintendent for the removal of snow from County Roads or for sanding or otherwise treating them for the purpose of removing the danger due to snow and ice thereon, subject to the approval by resolution of each of the legislative bodies of the County and Town; and

WHEREAS, the County of Livingston, desires to enter into a contract with the Town for control of snow and ice conditions on County Roads; and

WHEREAS, the Town is willing to undertake the control of snow and ice conditions on County Roads within said Town.

The parties agree as follows:

- 1. RIDER:** The "Standard Contract Rider" and all schedules and exhibits set forth in the "Cover Sheet" attached to this contract is incorporated herein and made a part of this contract with the same force and effect as if more fully set forth at length herein.

COUNTY OF LIVINGSTON

COUNTY SNOW AND ICE CONTROL CONTRACT

2. PURPOSE OF THE CONTRACT: This contract is intended to provide for snow and ice control on County Roads and Bridges located within the Town pursuant to the provisions of Sections 135 and 135-a of the Highway Law.

3. OBLIGATIONS OF TOWN:

a. Undertaking: The Town does hereby undertake snow and ice control on County Roads, including town line bridges (except where the weight limits are restricted for the Town's vehicle, when it will be undertaken by the County), within said Town, a total of **12.04** miles, as the same are shown on a map of the Livingston County Road System, a copy of which is annexed hereto. The total miles to be subject to the provisions of this contract may change during the term of this contract or any extension hereof because of changes in the County Road System resulting from additions, abandonments, relocations, realignments or such other cause as may be deemed necessary by the County or its Superintendent of Highways in the best interests of the County.

b. Manner of Snow and Ice Control: Snow and ice control shall be performed on County Roads in such Town in the following manner:

i. By removal of snow from County Roads on **12.04** miles of two lane road, as shown on the exhibit annexed hereto.

ii. By sanding and otherwise treating the County Roads with snow and ice on **12.04** miles of two lane road, as shown on the exhibit annexed hereto.

c. Duties of the Town Superintendent: On behalf of the Town, the Town Superintendent shall perform the work required by this contract and shall:

i. Provide all necessary machinery, tools and equipment.

ii. Provide all necessary personnel and supplies to operate such machinery, tools and equipment.

iii. Furnish any abrasive, chemicals or other materials at such locations and in such quantities as may be necessary.

iv. Comply with all of the provisions of this contract.

COUNTY OF LIVINGSTON

COUNTY SNOW AND ICE CONTROL CONTRACT

3. OBLIGATIONS OF TOWN: (continued)

d. **County Road Priority:** County Roads covered by this contract shall receive first consideration for snow and ice control based upon such road's importance or as may from time to time be designated by the County Superintendent of Highways.

4. **SPECIAL PROVISIONS:** The Town shall comply in all respects with the "RULES AND REGULATIONS FOR CONTROL OF SNOW AND ICE ON COUNTY ROADS," a copy of which is attached hereto. Such Rules may be amended and modified by the County Superintendent of Highways, who shall give ten (10) days prior written notice to the Town. Upon giving of notice to the Town such amendments shall become effective. If the Town does not agree with such modification or amendment of such Rules, the Town may give notice of such non-agreement within such ten (10) day period, and the County Superintendent of Highways and the Town shall meet to resolve any difference with respect to such amendment or modification. In the event that the County Superintendent of Highways and the Town cannot resolve such difference, the County Superintendent of Highways may unilaterally require compliance with such amendment or modification of such Rules. The Town may, at its option, give notice of termination of this contract, which termination shall be effective not less than one (1) year after the date of receipt of such notice by the County Superintendent of Highways. The County Superintendent of Highways may, in his discretion, shorten such one-year period to not less than thirty (30) days.

5. **PAYMENTS:** During the term of this contract:

a. The County shall pay to the Town for work performed pursuant to this contract the following **annual flat rates per centerline mile** for snow and ice control services and materials during the contract year:

October 15, 2013 to October 14, 2014: \$ 4,000.00

b. Payment shall be made in three equal installments during the contract year. The first installment shall be made in January followed by another in February and the balance will be paid in August of each year.

COUNTY OF LIVINGSTON

COUNTY SNOW AND ICE CONTROL CONTRACT

6. **INSURANCE:** See Appendix C.

7. **TERM OF CONTRACT:**

a. This is a One (1) – Year Contract, commencing on October 15, 2013, and ending on October 14, 2014.

b. **This contract does not provide for yearly extensions.**

c. This contract may be terminated by the County Superintendent on the grounds of inadequate or unsatisfactory performance by the Town by the County Superintendent filing an official order in the office of the County Superintendent which shall become effective five (5) days after the County Superintendent shall have mailed a certified copy of same to the Town Clerk. In the event this contract is cancelled by such order, the Town shall be compensated only for the period of the contract year which has expired prior to the effective date of such order. The County Superintendent shall thereafter perform such snow and ice control work in such manner as he shall deem appropriate.

COUNTY OF LIVINGSTON

COUNTY SNOW AND ICE CONTROL CONTRACT

The parties have signed this contract.

~ LIVINGSTON COUNTY ~

Supervisors

Chairman of the Board of

County Highway Superintendent



Town Supervisor

~ APPROVED AS TO FORM ~

DAVID J. MORRIS
LIVINGSTON COUNTY ATTORNEY

BY: _____
County Attorney

NOTE: ATTACH APPENDIX A, B & C AND ATTACHMENT D TO THIS AGREEMENT. THIS AGREEMENT CANNOT BE APPROVED WITHOUT THESE APPENDICES ATTACHED.

APPENDIX A

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract. The word "Contractor" herein refers to any party to the contract, other than the County of Livingston (herein after "County").

- I. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 109 of the **General Municipal Law**, this contract may not be assigned by the contractor or its right, title or interest there in assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the County and any attempts to assign the contract without the County's written consent are null and void.
- II. **WORKER'S COMPENSATION BENEFITS.** In accordance with Section 108 of the **General Municipal Law**, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the **Workers' Compensation Law**.
- III. **NON-DISCRIMINATION REQUIREMENTS.** In accordance with Article 15 of the **Executive Law** (also known as the **Human Rights Law**) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, in accordance with Section 220-e of the **Labor Law**, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the **Labor Law**, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.
- IV. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the **Labor Law** or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statute, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.
- V. **NON-COLLUSIVE BIDDING REQUIREMENT.** In accordance with Section 103-d of the **General Municipal Law**, if this contract was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on Contractor's behalf.
- VI. **SET-OFF RIGHTS.** The County shall have all of its common law and statutory rights of set-off. These rights shall include, but not be limited to, the County's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the County with regard to this contract.

- VII. **RECORD-KEEPING REQUIREMENT.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract for a period of six (6) years following final payment or the termination of this contract, whichever is later, and any extensions thereto. The County Treasurer or County Administrator or any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to such books, records, documents, accounts and other evidential material during the contract term, extensions thereof and said six (6) year period thereafter for the purposes of inspection, auditing and copying. "Termination of this contract", as used in this clause 10, shall mean the later of completion of the work of the contract or the end date of the term stated in the contract.
- VIII. **MEDICAID/MEDICARE COMPLIANCE.** If this contract involves the provision of services and/or materials, any portion of the cost of which will be billed to the Federal or New York State Medicare or Medicaid health care programs, the Contractor certifies that the Contractor, and all employees, directors, officers and subcontractors of the Contractor, are not "excluded individuals or entities" under Federal and/or New York State Medicare or Medicaid statutes, rules and regulations. The Contractor agrees to screen all employees, directors, officers and subcontractors on a monthly basis at the New York State Office of Medicaid Inspector General website, and any other website required by Federal and/or New York State Medicare or Medicaid statutes, rules and regulations, to determine if any of them are on or have been added to the exclusion list. The Contractor shall promptly notify the County if any employee, director, officer or subcontractor is on or has been added to the exclusion list. The County reserves the right to immediately cancel this contract, at no penalty to the County, if any employee, director, officer or subcontractor is on or has been added to the exclusion list. Furthermore, the Contractor agrees to indemnify the County for any damages or loss incurred by the County based upon the Contractor's failure to comply with these conditions or based upon any false certification under this section.
- IX. **CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.
- X. **GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.
- XI. **NO ARBITRATION AND SERVICE OF PROCESS.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York. All actions shall be venued in Livingston County. Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested.
- XII. **BUDGETED FUNDS.** This contract is executory only to the extent of funds available and the County shall incur no liability beyond the funds appropriated therefore.
- XIII. **APPROVAL OF BOARD OF SUPERVISORS.** This contract is subject to and conditioned upon approval by the Livingston County Board of Supervisors.
- XIV. **INCORPORATION.** The main contract contains a paragraph incorporating the terms of this appendix by reference and the parties herein have further signed and dated this appendix.

Livingston County


Contractor

(Signature of Authorized Official Required)

APPENDIX B

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract. The word "Contractor" herein refers to any party to the contract, other than the County of Livingston (herein after "County").

- I. The County shall have the right to postpone, suspend, abandon or terminate this contract, and such actions shall in no event be deemed a breach of contract. In the event of any termination, postponement, delay, suspension or abandonment, the Contractor shall deliver to the County all data, reports, plans, or other documentation related to the performance of this contract, including but not limited to guarantees, warranties, as-built plans and shop drawings. In any of these events, the County shall make settlement with the Contractor upon an equitable basis as determined by the County, which shall fix the value of the work which was performed by the Contractor prior to the postponement, suspension, abandonment or termination of this contract. This clause shall not apply to this contract if the contract contains other provisions, exclusive of termination date, applicable to postponement, suspension or termination of the contract.
- II. The Contractor agrees that it will indemnify and save harmless the County from and against all losses from claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against it by reason of and to the extent of any negligent omission or act of the contractor, its agents, employees, or subcontractors in the performance of this contract. This indemnification shall include all costs and disbursements incurred by the County in defending any suit, including attorneys' fees. Furthermore, at the option of the County, the Contractor shall provide defense for and defend all claims, demands and causes of action referred to above, and bear all other costs and expenses related thereto. The Contractor shall not be required to indemnify the County for any damage or loss arising out of the negligence or willful misconduct of the County, its agents or employees.
- III.
 - A. The Contractor warrants that to the best of the contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as herein defined, or that the Contractor has disclosed all such relevant information to the County.
 - B. An organizational conflict of interest exists when the nature of the work to be performed under this contract may, without some restriction on future activities, either result in an unfair competitive advantage to the Contractor or impair the Contractor's objectivity in performing the work for the County.
 - C. The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the contractor will make a full disclosure in writing to the County. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the County, to avoid, mitigate, or minimize the actual or potential conflict.
 - D. Remedies - The County may terminate this contract in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware, or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the County, the County may terminate the contract, or pursue such other remedies as may be permitted by the law or this contract. The terms of Clause I of this Appendix B or other applicable contract provision regarding termination shall apply to termination by the County pursuant to this clause.
 - E. The Contractor further agrees to insert in any subcontract hereunder, provisions which shall conform to the language of this clause.

IV. All requests for payment by the Contractor must be submitted on forms supplied and approved by the County. Each payment request must contain such items of information and supporting documentation as required by the County, and shall be all inclusive for the period of time covered by the payment request.

V. To the extent that federal funds are provided to the Contractor under this contract, the Contractor agrees that it will comply with all applicable federal laws and regulations, including but not limited to those laws and regulations under which the Federal funds were authorized.


The Contractor further agrees to insert in any subcontract hereunder, provisions which shall conform substantially to the language of this clause, including this paragraph.

VI. The Contractor shall have the status of an independent contractor, and in accordance with such status, agrees that it will conduct itself in a manner consistent with such status, and that it will neither hold itself out as, nor claim to be, an officer or employee of the County by reason of this contract. It further agrees that it will not make against the County any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County, including but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

VII. In the event of a conflict between the terms between this Appendix B and the terms of the Contract (including any and all attachments thereto and amendments thereof, but not including Appendix A), the terms of this Appendix B shall control. In the event of a conflict between the terms of this Appendix B and Appendix A, the terms of Appendix A shall control.

VIII. The main contract shall contain a paragraph incorporating the terms of this appendix by reference and the parties therein shall further sign and date this appendix.

Livingston County


Contractor
(Signature of Authorized Official Required)

APPENDIX C

LIVINGSTON COUNTY STANDARD CONTRACT INSURANCE REQUIREMENTS

- I. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the contractor/permittee hereby agrees to effectuate the naming of the County of Livingston as an unrestricted additional insured on the contractor's/permittee's insurance policies, with the exception of workers' compensation and professional errors and omissions. **The contractor/permittee must provide an additional insured endorsement.** A statement on the contractor/permittee's insurance certificate that the County of Livingston is an additional insured is **not** sufficient. The form of the additional insured endorsement must be approved by the Livingston County Attorney.
- II. The policy naming the County of Livingston as an additional insured shall:
- be an insurance policy from an A.M. Best rated "secured" New York State licensed insurer;
 - state that the organization's coverage shall be primary coverage for the County of Livingston, its Board, employees and volunteers. Any insurance or self-insurance as maintained by the County of Livingston shall be in excess of the contractor's insurance, and shall not contribute with it.
- III. The contractor/permittee agrees to indemnify the County of Livingston for any applicable deductibles or self insurance reserves.
- IV. Required Insurance:
- **Commercial General Liability Insurance**
\$1,000,000 per occurrence/ \$2,000,000 aggregate per project.
 - **Automobile Liability**
\$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
 - **Workers' Compensation**
Statutory Workers' Compensation and Employers' Liability Insurance for all employees.
 - **Owners Contractors Protective Insurance (Generally required only for construction contracts. Contact Livingston County Attorney for determination of necessity.)**
\$1,000,000 per occurrence/\$2,000,000 aggregate, with the County of Livingston as the named insured.
 - **Professional Errors and Omissions Insurance (If professional service contract)**
\$1,000,000 per occurrence/ \$2,000,000 aggregate for the negligent professional acts of the contractor.
- V. The contractor/permittee is to provide the County of Livingston with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. **Contractor/permittee shall provide the County of Livingston with a copy of any notice of cancellation or notice of change in the terms of insurance within two (2) days of Contractor/permittee's receipt of such notice from their insurance carrier or agent. Furthermore, Contractor/permittee shall provide the County of Livingston with confirmation from their insurance carrier or agent that insurance as required by this Appendix C is still in full force and effect every three months that this contract is in effect. Such notice shall be mailed to the Livingston County Attorney, Livingston County Government Center, Room 302, 6 Court Street, Geneseo, New York 14454 and shall include the date and subject matter of the original contract. Contractor/permittee acknowledges that failure to obtain such insurance on behalf of the County of Livingston, or the failure to provide such notices, constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal**

remedies available to the County of Livingston, including termination of the contract. The failure of the County of Livingston to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by the County of Livingston.

- VI. If at any time any of the policies required herein shall be or become unsatisfactory to the County, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the county, the contractor shall upon notice to that effect from the County, promptly obtain approval and submit a certificate thereof. Upon failure of the contractor to furnish, deliver, and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated. Failure of the contractor to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the contractor from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the contractor concerning indemnification. All property losses shall be made payable to and adjusted with the County.

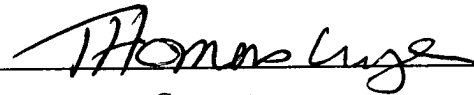
In the event that claims, for which the county may be liable, in excess of the insured amounts provided herein are filed by reason of any operations under the Agreement, the amount of excess or such claims or any portion thereof, may be withheld from payment due or to become due the contractor until such time as the contractor shall furnish such additional security covering such claims in form satisfactory to the County of Livingston.

The County reserves the right to require complete certified copies of all required insurance policies, at any time, which shall be delivered to the County within ten days of such request.

VII. ADDITIONAL INSURED ENDORSEMENT AND CERTIFICATE OF INSURANCE:

The contractor/permittee shall file with the Livingston County Attorney, prior to commencing work under this contract, an additional insured endorsement and a Certificate of Insurance, which shall include:

- a. Name and address of insured
- b. Issue date of certificate
- c. Insurance company name
- d. Type of coverage in effect
- e. Policy number
- f. Inception and expiration dates of policies included on certificate
- g. Limits of liability for all policies included on certificate
- h. Certificate holder shall be County of Livingston, Livingston County Government Center, 6 Court Street, Geneseo, New York 14454-1043.
- i. Description of contract for which insurance is being provided.
- j. Insurance agents name, address and phone number.


Contractor
(Signature of Authorized Official Required)

8/23/13
Date

Attachment "D"
Certification Pursuant to Section 103-g
Of the New York State
General Municipal Law

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

8/23/13
Date

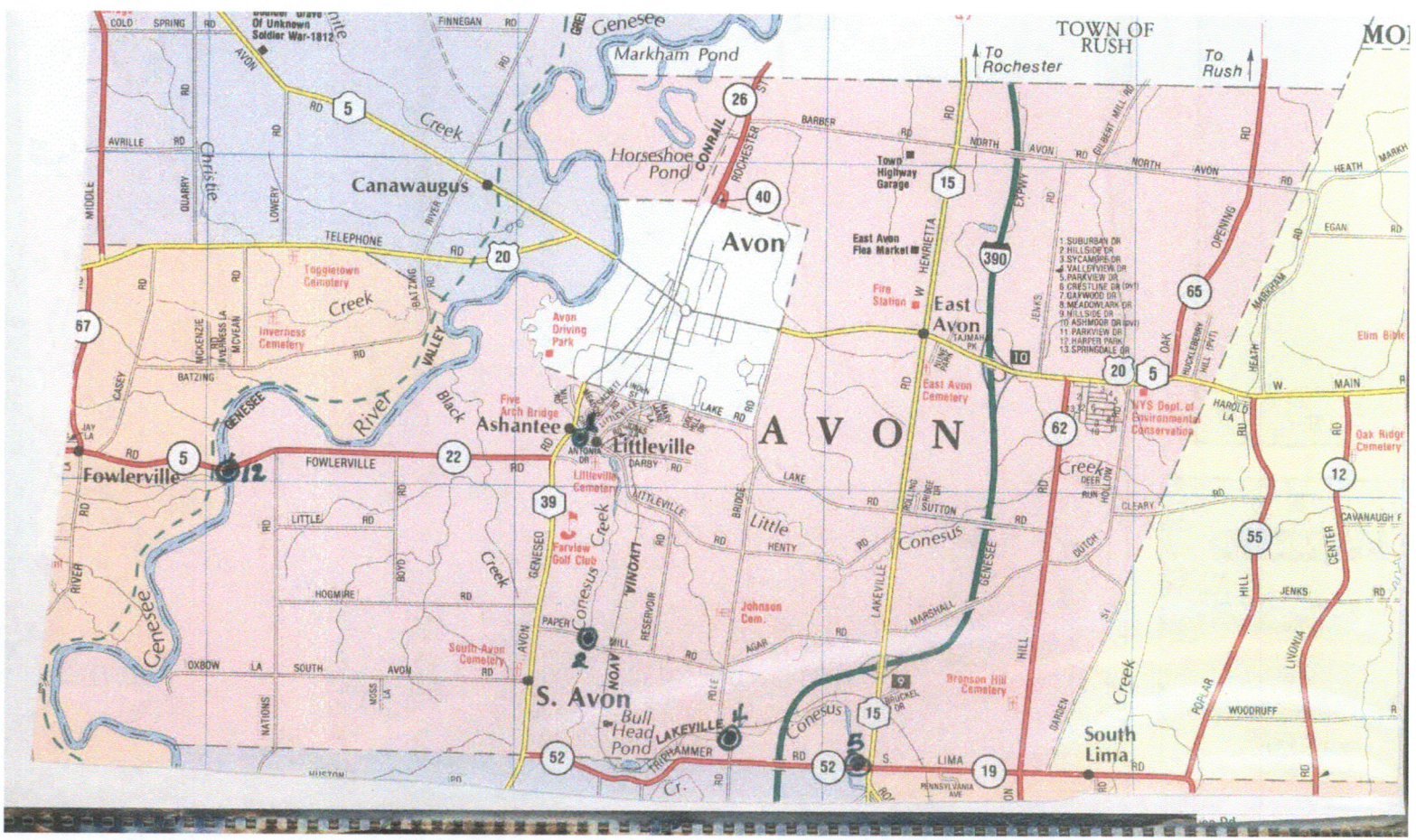
Thomas Ange
Signature

Hwy/Supt
Title

Avon Highway
Company Name

*** EXHIBIT A ***
MAP FOR TOWN OF
AVON

☐ SNOW & ICE CONTROL ROUTE



*** EXHIBIT B ***

**RULES AND REGULATIONS
FOR
CONTROL OF SNOW AND ICE ON COUNTY ROADS**

1. GENERAL:

a. The Town, through the Town Superintendent of Highways, who shall have authority to act for the Town, shall give constant attention to the work while it is in progress. The Town shall, at all times, employ labor and equipment which, in the opinion of the Livingston County Highway Superintendent or Designee, shall be sufficient to prosecute the several classes of work to full completion in the manner specified.

b. The Town shall conduct the work at all times with minimum interference with traffic. The type and quality of any implement used on any part of the work shall be such that no injury to the work or to traffic or to any public highways shall result from its use, and shall be satisfactory to the Livingston County Highway Superintendent or Designee.

2. SCOPE OF WORK:

a. Snow and ice control shall, to the extent provided in paragraph 3 of the "Agreement" herein, include all operations necessary to prevent the accumulation of snow and ice, together with the labor, equipment and materials necessary thereof, and shall include but not be limited to:

Preliminary preparations;

Plowing during storm, widening following storms and the removal of snow and ice from the traveled way;

Application of abrasives and chemicals;

Communications and reports.

3. PRELIMINARY PREPARATIONS:

a. Only skilled, capable and responsible workmen shall be employed, with experienced supervisors in charge at all times. All equipment to be used shall be of proper type for the use intended and must be in first class condition and repair. Mechanical spreaders for abrasives and chemicals shall be used so far as is practicable. All trucks shall be equipped with adequate and distinctive warning lights and all trucks shall be fully equipped with all equipment mandated by the New York State Vehicle and Traffic Law, and applicable regulations.

*** EXHIBIT B ***

**RULES AND REGULATIONS
FOR
CONTROL OF SNOW AND ICE ON COUNTY ROADS**

3. *PRELIMINARY PREPARATIONS: (continued)*

b. Care shall be exercised to preserve markers indicating location and extent to guard rails, culverts, curbs and other structures against damage and destruction and necessary replacements shall be made immediately.

c. Abrasives or chemicals, if required, shall be on hand at all times to the extent necessary for immediate protection against any ice conditions that may occur. Stock piles shall be located for minimum haul and the use of gravity bins or mechanical loaders shall be favored. Stock piles shall be so located that trucks loading and unloading shall be entirely clear of the pavement and shoulders of the road. They shall not be located close to dwellings.

d. Sand for abrasives shall be clean, hard, sharp, and free from loam, clay or large frozen lumps, meeting the following specification:

<u>Screen</u>	<u>Passing</u> (% finer)
1/4"	100%
#50	0 - 20%
#100	0 - 10%

4. PLOWING SNOW:

a. Plowing shall start as soon as practical giving due consideration to the intensity and duration of the storm. Plowing shall continue throughout the storm with blades set to clean the pavement unless storm conditions warrant leaving a brine-slush accumulation until the storm subsides. The snow shall be pushed back off the shoulders and into the ditches to make way for later falls and to ensure that it melts down in the ditches.

* EXHIBIT B *

**RULES AND REGULATIONS
FOR
CONTROL OF SNOW AND ICE ON COUNTY ROADS**

4. **PLOWING SNOW:** *(continued)*

b. On super elevated curves all snow shall be removed from the high side so that when it melts the water will not run across the pavement. Care must be exercised not to obstruct public road approaches or hydrants. No plowing shall be done with the plow facing traffic except at intersections or under special permission of the Livingston County Highway Department or it's Superintendent. Care shall be exercised to avoid damage to guard rails, headwalls, curbs, signs, markers, etc.

5. **ABRASIVES AND CHEMICALS:**

a. Sanding shall be done on hills, curves, intersections, and other places where icy conditions may cause dangerous driving conditions. It shall be done as soon as possible after icing begins, and it shall be coordinated with snow plowing to minimize loss of abrasives and to properly safeguard traffic.

b. To minimize environmental damage by salt, towns are cautioned to avoid excessive application rates of salt. Spreaders should be calibrated or other methods used so the operator will know the pounds of salt applied per mile for the different spreader control settings and gate settings. For normal conditions, salt application should not exceed 500 pounds per centerline mile, when used in a mix with sand or used alone. Other conditions may require more or less salt.

c. The use of new or experimental materials will be allowed under this contract, **providing that such materials have been approved for use by NYSDOT**. The Town must inform the County of such use.

6. **CLEANING CULVERTS:**

a. **The County will thaw frozen culvert pipes as in the past.** The Town's cooperation in clearing snow from critical culvert pipes and ditches will be needed to prevent washouts during a thaw.

7. **REIMBURSEMENT:**

a. Pursuant to Article 6, Section 135-a, paragraph **b & c** of the Highway Law of the State of New York, removal of snow and ice on County Roads in accordance with conditions as set forth in the Contract and Rules and Regulations, with exceptions only as herein noted, shall be paid for at the rate set forth in said contract as separately established by resolution duly adopted by the Board of Supervisors and the Town Board.

*** EXHIBIT B ***

**RULES AND REGULATIONS
FOR
CONTROL OF SNOW AND ICE ON COUNTY ROADS**

8. INSURANCE: See Appendix A & C.

9. STANDARD CONTRACT RIDER: See Appendix B.

10. RENTAL OF COUNTY EQUIPMENT:

a. In the event the available Town equipment proves insufficient for specific work the Town may call upon the County Superintendent for rental of County owned equipment. If such County equipment is available, the County Superintendent will provide such equipment to the Town with or without operators and supplies for such time as may be required. The Town shall reimburse the County for all such equipment used in the performance of the contract for snow and ice control at the rates established by the New York State Department of Transportation.

b. **County Self-Propelled Truck-Mounted Snowblower:** The County's unit **may** be available for services under this contract at the County Superintendent's discretion on a priority, case-by-case, as-needed basis -- operated by a County employee -- at no charge to the Town.

PREPARED UNDER THE DIRECTION OF AND APPROVED BY:

County Superintendent of Highways

DATED: _____

AT A REGULAR/SPECIAL MEETING OF THE TOWN BOARD
OF THE TOWN OF AVON
HELD AT THE TOWN HALL

ON August 22, 20 13

The following resolution was duly moved, seconded and adopted:

RESOLVED, that pursuant to Highway Law Section 135-a providing for snow and ice control on County Roads within the Town, the Supervisor and the Town Highway Superintendent be and they are directed to execute a contract with the County Highway Superintendent of the County of Livingston for the Town to undertake and perform snow and ice control on County Roads located in the Town for the period beginning October 15, 2013 and ending October 14, 2014 at the rates therein provided.

PRESENT:

Supervisor	<u>David Lefebvre</u>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Councilman	<u>Robert Ayers</u>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Councilman	<u>Richard Steen</u>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Councilman	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Councilman	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No

STATE OF NEW YORK}
COUNTY OF LIVINGSTON} SS.:

The undersigned, **Town Clerk** of Town of AVON, do hereby certify that I have compared the foregoing copy of the resolution attached hereto with the original thereof now on file within my office and that the same are true and correct copy thereof and of the whole of said original.

WITNESS my hand and seal this 22nd day of August, 2013.

(Seal)

Sharon McHugh McRmc
Town Clerk



CERTIFICATE OF LIABILITY INSURANCE

AVONT-1

OP ID: DM

DATE (MM/DD/YYYY)

08/26/13

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Landon Agency Div. of Don Allen Agency, Inc. 15 Park Place, PO Box 280 Avon, NY 14414-0001 Timothy E. Anderson	585-226-6127	CONTACT NAME: _____
	585-226-6159	PHONE (A/C, No, Ext): _____
		FAX (A/C, No): _____
E-MAIL ADDRESS: _____		
		INSURER(S) AFFORDING COVERAGE
		INSURER A : New York Municipal Insurance
		INSURER B :
		INSURER C :
		INSURER D :
		INSURER E :
		INSURER F :

INSURED
 Town of Avon
 27 Genesee St.
 Avon, NY 14414

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR	X	MOCTAVN001	09/01/13	09/01/14	EACH OCCURRENCE \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		MCATAVN001	09/01/13	09/01/14	COMBINED SINGLE LIMIT (Ea accident) \$
						BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		MECTAVN001	09/01/12	09/01/14	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$					AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Certificate holder is listed as an additional insured per written contract with respect to the County Snow & Ice Agreements.

CERTIFICATE HOLDER LIVIN02 County of Livingston Livingston County Government Center Room 302 6 Court Street Geneseo, NY 14454	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

MPL 216 03 06

GENERAL LIABILITY
NEW YORK MUNICIPAL SPECIAL
ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the General Liability Policy.

ADDITIONAL INSUREDS - BY CONTRACT, AGREEMENT OR PERMIT

WHO IS AN INSURED is amended to include any person or organization which because of a written contract, agreement or permit coverage is provided under this policy, but only with regards to your operations, "your work" or facilities owned or used by you.

- a. This provision does not apply:
- (1) Unless the written contract or agreement has been executed by the entity seeking coverage prior to the "bodily injury," "property damage," "personal and advertising injury;"
 - (2) To any person or organization included as an insured under this Coverage Part; or
 - (3) To any person or organization included as an insured by an endorsement issued by us and made a part of this Coverage Part.
 - (4) To any person or organization contracted to supply municipal products or services on your behalf.
- b. When a lessor of leased equipment becomes an insured under this provision, the following additional exclusions apply:
- (1) To any "occurrence" which takes place after the equipment lease expires; or
 - (2) To "bodily injury" or "property damage" arising out of the sole negligence of the lessor.
- c. When an engineer, architect or surveyor becomes and insured under this provision, the following additional exclusions applies:
- "Bodily injury," "property damage," "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
- (1) The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
 - (2) Supervisory, inspection, or engineering services.
- d. When:
- (1) Owners or other interests from whom land has been leased/borrowed; or

(2) Manager or owner/lessor of premises;

Becomes an insured under this provision, the following exclusions apply:

- (i) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (ii) Structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.

RESOLUTION #129 ADOPT THE COUNTY OF LIVINGSTON – COUNTY SNOW AND ICE CONTROL CONTRACT OCTOBER 15, 2013 – OCTOBER 14, 2014-continued

Vote of the Board: Councilman Ayers – Aye, Councilman Steen – Aye, Councilman Blye - Absent, Deputy Supervisor Mairs – Absent, and Supervisor LeFeber - Aye

DISCUSSION VISITOR’S COMMENTS

Visitor Clara Mulligan asked if further discussion on moratorium could be on the next agenda. Supervisor LeFeber responded positively to the request.

RESOLUTION #130 EXECUTIVE SESSION

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

ADOPTED AYES 3 NAYS 0 ABSENT 2 (Deputy Supervisor Mairs and Councilman Blye)

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. Inviting Attorney Campbell
TIME 9:35 P.M.

Vote of the Board: Councilman Ayers – Aye, Councilman Steen – Aye, Councilman Blye - Absent, Deputy Supervisor Mairs – Absent, and Supervisor LeFeber – Aye

RESOLUTION #131 CLOSE EXECUTIVE SESSION

On motion of Councilman Steen, seconded by Supervisor LeFeber 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 10:25 P.M.

Vote of the Board: Councilman Ayers – Aye, Councilman Steen – Aye, Councilman Blye - Absent, Deputy Supervisor Mairs – Absent, and Supervisor LeFeber – Aye

On motion of Councilman Steen, seconded by Councilman Ayers, the meeting adjourned at 10:26 P.M.

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