

**Town of Lyme  
Special Meeting  
February 16, 2011  
5:30 P.M.**

**The February 9, 2011 Regular Monthly Meeting was canceled due to severe winter weather; tonight's meeting was scheduled to address the necessities of Town business that cannot wait until the March 2011 Regular Monthly Meeting and to reschedule the Public Hearings that could not be held on February 9<sup>th</sup>.**

**Present at tonight's meeting: Supervisor Aubertine, Councilmen Bourquin and Johnson, Highway Superintendent Pat Weston, Assessor Chairwoman Marsha Barton.**

The Town Board briefly discussed the Comprehensive Plan. The Comprehensive Plan was submitted to Town Board at the November 2010 Regular Monthly Meeting and there were some concerns with the timeline.

**Councilman Johnson and Supervisor Aubertine feel that the upcoming wind survey needs to be completed prior to the approval of the Comprehensive Plan. They have concerns with pages 72 – 75 and the restrictions on farm property. Councilman Johnson feels that the Town does not have the right to be that restrictive.**

***RESOLUTION 2011 – 24: Motion by Supervisor Aubertine and seconded by Councilman Johnson scheduling a Public Hearing for the Comprehensive Plan at 6:00 P.M. on March 9, 2011 to be held at the Municipal Building at 12175 NYS Route 12E, Chaumont, NY. Three ayes. Motion carried.***

***RESOLUTION 2011 – 25: Motion by Councilman Bourquin and seconded by Councilman Johnson scheduling a Public Hearing concerning the 2011 Water Rates at 5:50 P.M. on March 9, 2011 to be held at the Municipal Building 12175 NYS Route 12E Chaumont, NY. Three ayes. Motion carried.***

***RESOLUTION 2011 – 26: Motion by Councilman Johnson and seconded \$25,242.05. Three ayes. Motion carried.***

***RESOLUTION 2011 – 27: Motion by Councilman Bourquin and seconded by Councilman Johnson approving Abstract #4 in the amount of \$59,304.21. Three ayes. Motion carried.***

***RESOLUTION 2011-28: Motion by Councilman Johnson and seconded by Councilman Bourquin TABLING the acceptance of the January 2011 Supervisor's Report until the March 9, 2011 Regular Monthly Meeting. Three ayes. Motion carried.***

**Highway Superintendent Weston** spoke to the Board regarding the purchase of a utility body for a pickup truck that Rural Development has approved for the Water District #5 funds. The value of the box is approximately \$10,000 and Rural Development needs the specifics of the vehicle that the body will be placed on. The Town Board will look at prices of a new pickup truck and discuss the matter further at the March meeting.

***A Motion to adjourn was made by Supervisor Aubertine and seconded by Councilman Johnson at 6:22 p.m. Three ayes. Motion carried.***

**Respectively Submitted,**

**Kim Wallace, Town Clerk**

**Town of Lyme**

**March 9, 2011**

**Public Hearings:**

**1. Establishment Of Water Rates for 2011 – 5:50 P.M.**

**2. Comprehensive Plan – 6:00 P.M.**

**Regular Monthly Meeting – 6:30 P.M.**

**Supervisor Aubertine opened tonight's Public Hearing at 5:50 P.M.  
Clerk Wallace read the Public Hearing notice as follows:**

**Please Take Notice** that the Town Board of the Town of Lyme, shall conduct Public Hearings commencing at 5:50 PM on Wednesday, March 9, 2011 at the Town of Lyme Offices, Chaumont, New York to consider the following:

1. Establishing water rates for all Water Districts within the Town.  
The proposed rates are as follows:

|             |      |         |
|-------------|------|---------|
| District #1 | Debt | \$19.00 |
|             | O&M  | \$29.00 |
| District #2 | Debt | \$45.00 |
|             | O&M  | \$19.00 |
| District #3 | O&M  | \$16.00 |
| District #4 | Debt | \$31.00 |
|             | O&M  | \$26.00 |
| District #5 | Debt | \$40.00 |
|             | O&M  | \$24.00 |

2. The Town Board shall also conduct a Public Hearing to consider adoption of the Town's Comprehensive Plan. A copy of the Plan is available for inspection at the Town Offices during normal business hours. Such Hearing shall commence at 6 P.M. or immediately following the conclusion of the prior hearing.



Any persons requiring special accommodations to attend or participate in such Public Hearing should notify the Town Clerk at least three (3) business days prior to the hearing.

This Public Hearing notice was posted in the Watertown Daily Times on March 2, 2011.

**Supervisor Aubertine** opened the floor for public comment at 5:55 PM.

No comments were taken.

*A Motion was made by Councilwoman Harris and seconded by Councilman Johnson adjourning Tonight's Public Hearing at 5:58 PM. Five ayes. Motion carried.*

**Supervisor Aubertine** opened the floor to public comments for the Public Hearing regarding the Town of Lyme's Comprehensive Plan at 6 P.M.

**Don Metzger-** Thanked all those who participated in preparing the Comprehensive Plan, it is an awesome document and it has taken much work and time.

Mr. Metzger had some concerns referencing the accumulative affect of alternate energy projects (located on page 39). He suggested using block letters for the words "accumulative affect" and referred to "Wind Fall" the movie, where there were about 40 windmills involved; Jefferson County has hundreds of turbines proposed. The transmission lines that will run along the DANC water line will dissect the Town of Lyme and cut it in half. The Spanish Final Environmental Impact Statement stated if all turbines in Jefferson County are put up as proposed the dominant characteristic would be turbines. Accumulative impacts will be a real issue the Town of Lyme has to deal with.

**Julia Gosier** - Referred to some of the maps in regard to the proposed Comprehensive Plan. She stated that many people feel the strategy is being designed to eliminate "wind" from the Town of Lyme completely.

**Dawn Munk** - Urges the Town Board to carefully consider the draft as proposed before voting to accept it. A Comprehensive Plan should only be a guide, not a tool to defer or defeat development in the Town of Lyme. We



need economic development here. We need industry, small businesses, and large businesses. We should not be chasing away business as happened with the proposed Morris Chicken Hatchery a few years ago. Imagine how that multimillion-dollar business would have improved our tax base.

**William Brown** - Stated that his farm has been in his family for nearly 100 - years, his father owned it and now it is his. He is sick of being pushed around and told what he can do with his land after paying \$10,000 a year in property taxes.

**David Bourquin** - The “sight of view” is very broad, if it is left as it is with no other wording; “sight of view” could be blocked by a house, or any construction, even trees in the future may have to be cut down.

**Bruce Kingsley** - Instead of deterring revenue from coming into the Community, buy some land on Point Peninsula and build hotels for tourism. Mr. Kingsley doesn't like the sound of the proposed Comprehensive Plan.

**Councilman Johnson** has concerns with pages 72, 74, 75 and 76. On page 74 he feels that numbers 17 and 18 are very restrictive. On page 75, Action E, he would like to discuss the farm equipment issue.

**Councilwoman Harris** – That statement was intended to support agriculture in the Community and its historical significance; it is part of our heritage.

**Councilman Johnson** – Page 75, Action K, update Wind facility Law, Councilman Johnson feels that this would be premature. Page 76, Action O, “urban sprawl”.

**Councilwoman Harris** – They had addressed this in an attempt to preserve farmland. Development could be done in such a way that homes could be placed on the larger parcels to maintain more open space instead of the sprawl type of development. This is only a guide or idea to help preserve and cherish our agricultural land.

**Councilman Bourquin** – Under the old Comprehensive Plan there was a section that mentioned keeping fields from overgrowing with brush and keeping the fields cut. Councilman Bourquin feels that some topics from the old plan should be included in the new Comprehensive Plan.

**Councilman Villa** - There should be no intent to keep anyone from using their land appropriately.

**Councilwoman Harris** – In the Turkey Hollow Subdivision, houses being sold there sold for a higher price. The area is great for kids riding bicycles and when leaving your driveway you don't have to pull into traffic as you would on the main road. We are hoping to be proactive with this idea.

**Supervisor Aubertine** - Addressed his concerns with the proposed Comprehensive Plan. Starting with page 13, "natural beauty", what were the factors used to determine priority areas.

**Andy Neville, Jefferson County Planning**, explained that it all started with the survey and people ranked natural beauty to be first and scenic beauty after that. Addressing the Town's strengths and weaknesses during a series of public meetings, natural beauty was an issue that was discussed.

**Supervisor Aubertine** - Went on to state that on page 63, "scenic" was a matter of opinion. What determines scenic, "beauty is in the eye of the beholder". The Comprehensive Plan is a policy in which the foundation of a community is built. Zoning shall be in accordance with the Comprehensive Plan.

Page 70, Chapter 6, "scenic resources – protect and enhance throughout the Town"?

**Paul Norton** - There were a group of approximately 12, when he came to scenic viewpoint everybody had a different idea of what their favorite was. The Planning Board was directed by Andy Nevin of the Jefferson County Planning Department stating that they could not approach the issue in that manner.

**Supervisor Aubertine** - Priority areas, overlay district, page 72 of his copy are concerns. He did not want to prohibit people from using their land. He also had concerns with Action K; updating the Wind Law.

**Councilman Johnson** stated that the Comprehensive Plan is a guide; it can be changed as time goes on. Great effort has been put forward into this document; it can be tweaked as we go along.



**Andy Nevin** – The Planning Board considered sources of energy other than wind, trying to make the idea broader. They were trying to respect the Town's wishes to work on that area so they wouldn't interfere with the future plans of the Town.

**Julia Gosier** - She would like to repeat that, a lot of hard work has gone in to the Comprehensive Plan. The last Planning Board Chairman gave her a lot of time to speak and elaborate on her concerns.

Her first concern with the Comprehensive Plan is that it has the ability to greatly inhibit what a landowner can do with their land. Secondly industrial areas, are set aside from light industry. If somebody came and wanted to build a light industry plant, and offered residents in our community 100 jobs, we couldn't have it.

50 years ago farmers made money here. We only have one active dairy in our Town. Diversity can happen only if we have freedom of use of our land.

Nobody takes the waterfront seriously. We have waterfront lots for sale across from my house. If it becomes built up she will no longer have a scenic view.

Julie urged the Town Board to be stewards of the waterfront as well as the rest of the land.

**Ed DeMattia** - had marked off areas in the 1999 Comprehensive Plan where it had addressed scenic views.

***RESOLUTION 2011 – 29: A Motion was made by Councilman Johnson and seconded by Councilwoman Harris to adjourn tonight's Public Hearing at 7:47 PM. Five ayes. Motion carried.***

The regularly scheduled Town Board Meeting for March 9, 2011 was called to order at 7:48 P.M. by Supervisor Aubertine and was opened with a Prayer and the Pledge of Allegiance.

**Supervisor's Report-February 2011**

***RESOLUTION 2011 – 30: Motion by Councilman Bourquin and seconded by Councilman Villa accepting Budget Transfer #5 – 2010, General Fund A as suggested by Bookkeeper Tom Bowie as follows:***

| <i>General Fund A:</i> |   | <u><i>From</i></u> | <u><i>To</i></u>    |
|------------------------|---|--------------------|---------------------|
| <i>A 1620.2</i>        | <i>Buildings-Equipment</i>              | <i>\$2,949</i>     |                     |
| <i>A 1620.42</i>       | <i>Buildings-Water Facility</i>         |                    | <i>119</i>          |
| <i>A 7140.41</i>       | <i>Playground-Contractual</i>           |                    | <i>35</i>           |
| <i>A 7310.4</i>        | <i>Teen Center – Contractual</i>        |                    | <i>1,661</i>        |
| <i>A 8160.4</i>        | <i>Refuse &amp; Garbage-Contractual</i> | <u>_____</u>       | <u><i>1,134</i></u> |
|                        |   | <i>\$2,949</i>     | <i>\$2,949</i>      |

*Five ayes. Motion carried.*

***RESOLUTION 2011 – 31: Motion by Councilman Bourquin and seconded by Councilman Villa approving Town of Lyme Budget Transfer #5 – 2010, General Fund B as suggested by Bookkeeper Tom Bowie as follows:***

| <i>General Fund B:</i> |                                    |            |            |
|------------------------|------------------------------------|------------|------------|
| <i>B 8020.4</i>        | <i>Planning-Contractual</i>        | <i>234</i> |            |
| <i>B 8020.1</i>        | <i>Planning-Personnel Services</i> |            | <i>234</i> |

*Five ayes. Motion carried.*

***RESOLUTION 2011 – 32: Motion by Councilman Bourquin and seconded by Councilman Johnson accepting the January and February 2011 Supervisor Reports as presented by Bookkeeper Tom Bowie. Five ayes. Motion carried***



## **Highway Superintendent Report-Pat Weston**

**Councilman Villa** and Superintendent Weston took a look at all expenses associated with the State Snow and Ice Contract. Some years the Town has benefited and some years it has not. It will be tough to know what the next three years will bring. The Town does not want to see the cost of the State Highway be footed by the people of the community. The cost of a new salt barn and truck would put a burden on the taxpayers.

The Water Department is interested in purchasing a new pickup truck. Marsha has talked with Pat and wondered if the cost could be split between the Town and the Water Department.

Superintendent Weston would like to purchase the pickup truck so they have a reliable vehicle to put the utility box, approved by Rural Development, on. The total price and State Bid would be \$22,130.77, with the factory box and spare tire.

***RESOLUTION 2011 – 33: Motion by Councilman Bourquin and seconded by Councilman Villa approving the purchase of a Water Department and Highway truck, each department paying for one half of the purchase. The truck will be shared equally between each Department. This truck is to come with no “bells or whistles”. Five ayes. Motion carried.***

Superintendent Weston is planning to resurface two miles of South Shore Road, also installing new culvert pipes and shoulders, for the total cost to be \$134,000 (from CHIPS). The total CHIPS Fund for 2011 will be \$134,697.98. There is a \$49,968.49 rollover from 2010.

The USDA is requiring that the Town install a new restroom in the Municipal Building, in order to comply with The Civil Rights Law. The Town cannot close on the Water District Number Five loan until the building is in compliance and meets with USDA's mandates. The parking lot is also not in compliance. The handicapped parking spaces must be addressed by having the bottom of the handicapped signs between five and seven feet from the ground. The areas in the parking lot they have been marked with white striping must have a “no parking” sign posted in front of them and the surface areas marking the handicap zones must be repainted.

Superintendent Weston stated that they are too busy right now to tackle the job of the restroom renovations but they will address the concerns in the parking lot.

***RESOLUTION 2011 – 34: Motion by Councilman Villa and seconded by Councilman Johnson to advertise in the Watertown Daily Times for estimates for renovations of the restroom in the Municipal Building. Information will also be added to the Town website. Supervisor Aubertine will make phone calls to local contractors. Bids must be received in the Town Clerk's office by 4 PM March 21, 2011. Five ayes. Motion carried.***

### **Clerks Report**

|  |             |
|--|-------------|
| January 2011 – Total State County And Local Revenues:  | \$9,059.350 |
| February 2011 – Total State County and Local Revenues: | \$7,769.46  |

### **Audit of Bills**

***RESOLUTION 2011 – 35: Motion by Councilman Bourquin and seconded by Councilman Johnson approving Abstract #5 in the amount of \$4,699.92. Five ayes. Motion carried.***

***RESOLUTION 2011 – 36: Motion by Councilman Johnson and seconded by Councilwoman Harris approving Abstract #6 in the amount of \$136,008.55. Five ayes. Motion carried.***

### **Assessor's Report**

**Changes And Assessment Increases** – The Assessor's have made about 500 changes to property record cards and in the computer; both inventory and value changes. Assessments added to date are over \$2 million. This number will change following Grievance Day.

**Exemption Processing** – We have processed hundreds of renewal exemptions and new ones. The Basic Star new income limits, has added a significant amount of work. The Assessor's had to send letters to all those who do not qualify, as well as those who couldn't be verified. They are receiving new e-mail updates, almost daily, with new information regarding the Basic Star.



**Reval 2013** - The County has helped review properties in the Town of Lyme. They are impressed by what good shape the data is in, it has been 23 years. They have been picking up sheds and decks that people have not gotten permits for. There have been 700 changes to date. The County is going through the whole Town, parcel by parcel. They will do the Fire Roads in the spring. The field review will be done by next year.

### **Municipal Water Board Report – Marsha Barton**

**DANC User’s Meeting** – Supervisor Aubertine and Marsha both attended the DANC user's meeting in Dexter. Jim Wright gave a Report on the Village of Cape Vincent audit regarding the cost of water. A little history on the subject; DANC thought the Village of the Cape Vincent was overcharging them for water. DANC asked for an audit of two years before they would sign a contract for the rate. Cape Vincent was charging them \$2.73 per thousand gallons. DANC didn't pay that rate, but a lesser amount until the audit results came in. We were told to charge our customers \$2.55 for the time being. The audit verified that the actual cost of water should have been \$2.04. As a result of that, all the users of the water line have a reserve account with DANC of over \$174,000. DANC will use some of the surplus to pay down the amount the customers will be charged for the fourth filter capital project.

They have an offer from Rural Development for a 38-year loan at 2.5%, to fund the fourth filter. There was some discussion from the users that they didn't feel they should have to help the Village of Cape Vincent fund the fourth filter. DANC’s reply was that the expansion would benefit all the users because without it, we would not be able to add any water districts. The project will cost \$2.7 million. If anyone wants to extend the district, a new water supply permit will be needed from DEC and they will not grant any permits until the fourth filter is in.

The next meeting will be on February 24, in Dexter.

**Grant money left over from WD #5** - Rural Development has approved the “wish list” submitted by Superintendent Weston and Bill Scarpicchi in the amount of \$25,656.02. They are in the process of ordering the items. Rural Development will likely give final approval for the following, as they have

requested quotes. (One cutoff saw, valve box vacuum system, vehicle radio read unit, cordless tool kit, and truck mounted toolbox).

**Radio Read – MXU’s Needed** – Water District 4 and 5 are all set to read using the radio read unit. Water District 1, 2 and 3 need the MXU’s installed. The cost for each MXU is approximately \$108.00. Bill now takes nine hours to read all meters. With the radio read unit, from start to finish it will take him about three hours. Marsha thinks the Board should consider purchasing the MXU’s that are needed. She will detail the cost and how it can be paid for on a separate sheet. EJ Prescott gave a demonstration on the Radio Read Unit. The machine is capable of reading 1000 reads per hour. All the equipment is capable of upgrading.

**Monthly Water Billing versus Bi-monthly Billing** - At the present time, we bill the water customers bi-monthly. Once we have all the MXU’s on and the Radio Read Unit set up, we may want to consider doing the billing monthly. It would cost about \$500 more annually in postage, but the benefit to the Town and the customer might be that it would make budgeting easier for the customer, which may result in less delinquent water bills for the Town. A decision doesn't need to be made on this as of yet, this information is for a future decision.

**December Final Financial Report** – Marsha has prepared the Year End Financial Report and Water Reserve Report. A resolution will need to be made to transfer excess revenues from the General Fund to the Water Reserve Fund.

**Rural Development Annual Statement of Loan Accounts :**

|                   |                    |
|-------------------|--------------------|
| Water District #1 | \$ 45,500          |
| Water District #2 | \$439,600          |
| Water District #4 | \$ 91,000          |
| Water District #5 | Has Not Closed yet |



**Water Reserve Fund Annual Report  
February 9, 2011:**

| Fund Balances as of 12/31/10 | 2010<br>Excess Revenue | 2010<br>Deficit | New<br>Balances |
|------------------------------|------------------------|-----------------|-----------------|
| Water Facility               | \$18,616.07            | \$ 6,712.73     | \$25,328.80     |
| WD #1                        | \$ 5,646.00            | \$1,095.00      |                 |
| WD #2                        | 0                      | \$11,552.00     | \$11,552.00     |
| WD #3                        | \$343.09               | \$ 381.00       | \$ 724.09       |
| WD #4                        | \$13,961.88            | \$ 1,110.00     | \$50,071.88     |
| WD #5                        | 0                      | \$20,872.00     | \$20,872.00     |
|                              |                        | TOTAL           | \$78,099.77     |

A Resolution to take \$1,095 out of WD #1's balance to WD #1 2010.

A Resolution is also needed to transfer the following out of the General Fund into the Water Reserve Account.

|                |             |
|----------------|-------------|
| Water Facility | \$ 6,712.73 |
| WD #2          | 11,552.00   |
| WD #3          | 381.00      |
| WD #4          | 1,110.00    |
| WD #5          | 20,872.00   |

**Money Needed to Purchase MXU's For Radio Read Unit:**

WD#1 - Need to purchase 32 MXU's @ \$108.00 each = \$3,456.00

(Cost of these could be taken out of Water District #1's Water Reserve Balance of \$4,551.00)

WD #2 - Need to purchase 131 MXU's at \$108.00 each = \$14,148.00

(Cost of these could be funded out of WD #2's Water Reserve Funds. Marsha suggests taking \$8,000.00 out of WD #2's account, leaving a balance in the Water Reserve Fund of \$3,552.00. The balance of \$7,720 could be taken out of The Water Facility Fund, leaving a balance in the account of \$17,608.80.)

WD #3 - Need to purchase 1 at \$108.00.

(Cost of this could be funded out of WD #3's Water Reserve Fund, leaving a balance of \$604.09).

These purchases would still leave the total balance of \$49,000 in the water reserve account after the purchase of the truck.

DANC presented there 2011 – 2012 Budget for the Regional Water Line.

There was a discussion on the Regional Water Line Reserve Accounts.

- A. RWL - Operating Reserve – \$21,470.00.  
(This reserve is used if needed for an operating shortfall.)
- B. RWL – Capital Reserve - \$54,857.00
- C. US Department of Agriculture Reserve - \$141,004.00  
(This reserve must be kept until debt is fully paid. Interest from this reserve account goes into Operating Reserve).
- D. RWL – Capital Reserve – VOCV - \$78,951.00  
(This is part of the Water Supply Agreement with the Village of Cape Vincent. Cape Vincent specifies \$.30 per K-gal be deposited for future capital expansions, improvements or repairs). This reserve will be discontinued when the debt service payments commence after the 4<sup>th</sup> filter project.



A vote was taken of the Governance Committee on two proposals to fund the 2011 – 2012 Budget.

The first proposal was without using any reserve money, which would have resulted in an increase of about four dollars per customer, per billing or \$24.00 more per year.

The second proposal was to use \$25,400 from Reserve. This proposal would not increase any DANC fees for the 2011 – 2012 fiscal year for the Town of Lyme.

The vote was unanimous to accept the second proposal.

The next meeting will be called when needed.

The Town of Lyme will not have to raise fees to pay DANC this year; they will be left the same.

***RESOLUTON 2011 – 37: Motion by Councilwoman Harris and seconded by Councilman Villa transferring the revenues from the General Fund into the Water Reserve Account. Transfers are as follows:***

|                              |                           |
|------------------------------|---------------------------|
| <b><i>Water Facility</i></b> | <b><i>\$ 6,712.73</i></b> |
| <b><i>WD #2</i></b>          | <b><i>\$11,500.00</i></b> |
| <b><i>WD #3</i></b>          | <b><i>\$ 381.00</i></b>   |
| <b><i>WD #4</i></b>          | <b><i>\$ 1,110.00</i></b> |
| <b><i>WD #5</i></b>          | <b><i>\$20,873.00</i></b> |

***Five ayes. Motion carried.***

***RESOLUTON 2011 – 38: Motion by Councilman Johnson and seconded by Councilman Villa to approve the purchase of 32 MXU's for WD #1, totaling \$3,456.00; 131 MXU's for WD #2 totaling \$14,148.00, with \$6,148 coming from the Water Facility Account and \$8,000 coming from water WD #2; 1 MXU needed for WD #3 at \$108.00. A total of 164 MXU's will be purchased in the amount of \$17,712.00. Five ayes. Motion carried.***

## **Youth Committee Report – Charlie Mount**

The winter basketball program has been completed and they are now getting ready for baseball. There was a 30% increase in the number of children attending the program this year. Coach Wilson and some of the other coaches assisted with the program. There were nine games this year; everyone had a lot of fun.

The Teen Center in Three Mile Bay is getting more than they can handle, about 18 participants per day.

Charlie had a gentleman contact him in regard to a sentence of 240 hours of community service that has to be fulfilled. Charlie would like to have the gentleman help with some painting at the Teen Center.

Councilman Villa offered a drag for the infields, Charlie accepted graciously.

***RESOLUTION 2011 – 39: Motion by Councilman Bourquin and seconded by Councilman Villa approving Charlie Mount to contact the individual needing to fulfill 240 hours of community service, to help paint the Teen Center, pending insurance approval. Five ayes. Motion carried.***

## **Zoning and Building Enforcement Officer Report – Enforcement Officer, Jim Millington:**

### January and February 2011 Monthly Reports

|                                   |   |
|-----------------------------------|---|
| Zoning Permits Issued:            | 2 |
| Building Permits Issued:          | 2 |
| Certificates of Occupancy Issued: | 1 |
| Site Visits and Inspections:      | 6 |
| Complaints:                       | 1 |
| Investigations:                   | 3 |

### Permits Issued For:

|           |          |
|-----------|----------|
| Addition: | 1        |
| Other:    | 1 septic |



Other Actions: Processing open permits received from Jefferson County.

**Wind Committee Report – Supervisor Aubertine:** Would like to clarify and make certain that the Wind Committees know exactly what has been requested of them by the Town Board. There have been reports and comments made indicating that they may be “going astray”. Supervisor Aubertine has contacted each of the members in regard to the concerns that have arose. In one reply from a member he was chastised but for the most part his message was well received. Hopefully everybody is now on track.

Councilman Johnson and Supervisor Aubertine interviewed all the Wind Committee members, at that time they were told that their purpose was to find facts and recommendations. The Town Board would like to get this information to the residents and taxpayers so they can make their own determination when it comes time to fill out the survey. The Town Board wants to make sure that the Wind Committees stay away from any bias.

Supervisor Aubertine stated that one committee is moving along nicely while the other is having disagreements amongst themselves.

Supervisor Aubertine was also told that one of the committees stated it could take them almost a year before they could collect all the data.

Again, Councilman Johnson stated that during the interview process the members were told that they had to have the information in by March or April. The Town board decided that they would extend the deadline until May 1<sup>st</sup>.

### **Planning Board Report – Directives and Clarifications**

**Supervisor Aubertine** was reading the minutes from a Planning Board Meeting and they were talking about rezoning maps and some other things that Supervisor Aubertine thought was out of their realm. The Planning board was asked to look at the Laws on the books and simply and clarify them and make them easy to read; there are areas that need to be “tweaked”.

Supervisor Aubertine didn't realize that the Planning Board had been working on the zoning laws for the past 10 years. Ideas would be sent to the Town Boards of the past and they kept getting tabled.

The Planning Board needs to be reminded that they work for the Town Board. They are directed to go through the Zoning Law and make simple changes, not rewrite the Zoning Law.

The Planning Board is a good group of open minded individuals, this is a work in progress. The Town board and the Planning Board should have a good working relationship considering that three of the Town Board members used to be on the Planning Board.

Councilwoman Harris was on the Planning Board for about ten years. Recommendations were given but tabled frequently for various reasons. There is a lot of resistance when someone thinks they are being told what they can do with their land.

The updating and revisions are in keeping with the twenty plus years since the law was put in place, they are not changing the old Zoning Laws.

Supervisor Aubertine wants to make sure the law is easy to understand so when issues are put before the ZBA it will be clear.

Jim Millington wanted to speak on behalf of the Planning Board. He feels they are becoming more conscientious. Zoning is a manifestation of Planning and Planning guides the whole Town. These plans are approved by the Town Board, it is a cross check system.

**Councilwoman Harris** feels that the Town is getting a very good deal from County Planning. She realizes that not everybody agrees with what they do but people aren't valuing it as it should be; they give the Town expert free advice.

## **Minutes**

***RESOLUTION 2001 – 40: Motion by Councilman Bourquin and seconded by Councilwoman Harris approving the Meeting Minutes of The Regular Monthly Meeting of January 12, 2011; Special Meeting of the Town Board January 19, 2011; and Special Meeting of the Town Board February 16, 2011. Five ayes. Motion carried.***



## **Correspondence**

On February 7, 2011 Clerk Wallace received a resignation letter from David Rush, resigning from his position on the Municipal Water Board.

***RESOLUTION 2011 – 41: Motion by Councilman Johnson and seconded by Councilman Villa approving an advertisement for the appointment of a new member to the Municipal Water Board as Dave Rush's resignation created a vacancy. Five ayes. Motion carried.***

## **New Business**

**Three Mile Bay Fire Department Contract** - David Bourquin submitted a contract between the Town of Lyme and the Three Mile Bay Fire Department. The contract was sent to Attorney Gebo for his recommendations. Once the Town Board is contacted by the Attorney's office The Town Board will contact Dave and Charlie Mount with comments.

***RESOLUTION 2011 – 42: Motion by Councilman Villa and seconded by Councilman Johnson approving the first quarterly payment to Chaumont and Three Mile Bay Fire Departments in the amount of \$19,250.00. Five ayes. Motion carried.***

## **Old Business**

**Transmission Line Concerns** - Councilwoman Harris would like to send a letter to the County requesting modifications of the FEIS with transmission lines in mind. On the wind survey 85% of the residents wanted the transmission lines buried. It would be a disservice to our residents if we did not have the County take a look at this.

**Councilman Johnson** feels that it doesn't make sense that the town would have high-voltage lines overhead.

**Supervisor Aubertine** there would be no problem in sending a letter to the County, Councilwoman Harris will compose a letter.

***RESOLUTION 2011 – 43: Motion by Councilman Johnson and seconded by Councilwoman Harris approving of a letter being composed by Councilwoman Harris regarding the FEIS. The letter will be sent to the***

*Jefferson County Planning Department. Four ayes. Motion carried.  
Councilman Bourquin voted nay.*

**Newly Elected Assessors – Pay Scale** - Supervisor Aubertine contacted the Attorney and the Office the State Comptroller. He was told that in the Town, which has three elected Assessors, the salary of an Assessor who has completed the State-mandated course required for certification, may not be fixed by local law at any amount greater than the salaries of those still in training.

It the Assessor fails to complete the course within the time prescribed by statue, the position shall become vacant.

Town Law authorizes a town having more than one elective Assessor to designate the chairman of Town Assessors and to pay him additional compensation for the services to be provided in that capacity. This office has expressed the opinion that this provision, by implication, requires that the salaries of all elected assessors, other than the chairman, be equal.

The State Comptroller's Office does not believe that the Town may, pursuant to this home rule authority, provide for different salaries based upon whether the incumbent has been certified by the State as having completed the required training.

It is well settled that an elective officer of the municipality is entitled to his salary as an incident of the office and he cannot be deprived of that salary so long as he bravely holds the office.

The Comptroller's Office concludes that any local law, which grants elected assessors different salaries based on their level of training would not be proper.

**Wilson Property Update** – Councilwoman Harris hopes that we can take the next step in our economic development project. Thus far Councilwoman Harris has called David Paulsen, the County Attorney. She spoke to Brian in the office, he said the County does not have to take foreclosures. The Wilsons may sign the property over directly. In a later conversation Kiersten said it would not be in this tax sale, as all brown fields in the County are in Mike Behling's committee to discuss cleanup options. Councilwoman Harris called



Mr. Behling and he said he would help as much as he could. In this way she hopes to get outside funding for cleanup.

Councilwoman Harris has been in contact with as many government officials as possible. She recently attended the annual Jefferson County Agriculture Development Corporation Meeting where she spoke to Patty Ritchie, Ken Blankenbush, Bill Owens, and Steve Hunt. Steve lives next to the Copley House and said that he thought a local market was a perfect use of that site. Councilwoman Harris believes that Mr. Hunt is on Bill Owen's staff. Cornell Cooperative Extension and Jay Matteson are actively looking at forming a co-op in Jefferson County. He introduced Councilwoman Harris to several farmers at the meeting who would like to sell their products. She collected quite a few business cards so we already have products for the shelves, when we get the shelves.

Councilwoman Harris made this suggestion at a prior Cornell Cooperative Meeting; that all these little gas stations were perfect locations around the towns and villages for regional markets, if the County or State could get them cleaned up. Eight from Cornell, Jay and Councilwoman Harris are going to the Finger Lake's region on Thursday to look at the successful store/co-op.

Councilwoman Harris has received a call from Susan Lyth; she is the woman who sold produce there last year and she would like to continue.

Elizabeth Wagenaar from Lyme Central Junior Business Leaders of America asked Councilwoman Harris to speak, as a result they interviewed her for their entry into the Jefferson Community College entrepreneurship event. The students are planning to help with cleanup of the site, and Councilwoman Harris is hopeful they will have some young business leaders to take over.

Councilwoman Harris has also met with the Chamber of Commerce in hopes they could help each other. The store would be of good location to have pamphlets and promote other businesses and products in Chaumont. The Town could help the Chamber become more viable in the community.

Councilwoman Harris is requesting that the Town Board ask Attorney Gebo to write an agreement with the Wilson's stating that the Town would purchase the property contingent upon receiving funding for cleanup. In the meantime, the Town could lease from Wilson's for a nominal fee, so that people who want to sell their products could do so.

Councilwoman Harris would like to discuss the proposal for providing soil screening services in connection with the investigation of subsurface conditions surrounding the former petroleum storage and handling equipment at the former Wilson's Grocery Store Site. The proposal was submitted by Strategic Environmental, LLC, from Baldwinsville, New York. Councilwoman Harris feels that the Town Board should try to get other proposals as well. She will check with the County to see who does their work.

**Councilman Bourquin** feels that we need to find out will be responsible to pay the back taxes.

**Councilman Johnson** would like to see Councilman Villa, Councilwoman Harris, the Wilsons, Attorney Gebo and the County Attorney discuss this issue and see how it sorts out.

**Supervisor Aubertine** is willing to spend the money to talk with Attorney Gebo.

***RESOLUTION 2011 – 44: Motion by Councilman Johnson and seconded by Councilwoman Harris agreeing to a meeting with the following individuals present; Councilwoman Harris, Councilmen Villa, Attorney Gebo, the Wilsons and the County Attorney, to further investigate information and questions; such as who will pay back taxes and who will have ownership of the property located on the corner of New York State Route 12E and Morris Tract Road, the former Wilson's Grocery Store. Five ayes. Motion carried.***

**Planning Board and ZBA Openings** - Several applications have been received in the Town Clerk's Office in regards to positions on the ZBA, Planning Boards and Planning Board Secretary.

ZBA Chairman Mike Callahan and Planning Board Chairman Ed DeMattia will interview the applicants and make recommendations.

## **Resolutions and Motions**

## **Lyme Central School Cooperation Agreement**



**RESOLUTION 2011 – 45: Motion by Councilman Bourquin and seconded by Councilman Villa accepting the Lyme Central School Cooperation Agreement final copy dated March 9, 2011 as follows:**

**This Agreement** is made by and between the Town of Lyme (“Town”) with offices located at 12175 NYS Route 12E, PO Box 66, Chaumont, New York 13622, the municipality being located in the County of Jefferson, State of New York, and the Lyme Central School District (“School District”) with offices located at 11868 Academy St., Chaumont, NY 13622, County of Jefferson, State of New York.

**Whereas**, this agreement is made pursuant to General Municipal Law, Article 5 – G; and

**Whereas**, it is to the benefit of the taxpayers of the Town And School District to share resources in the undertaking of various services and projects and the parties agreed that it would be in both parties best interest to establish a cooperation agreement; and

**Whereas**, it is possible to make equipment and/or personnel available for use by others when it is in the public interest; and

**Whereas**, it is expected that assistance, in whatever form, will be reciprocal and roughly equal over a period of time, and that the exchange and sharing of equipment and personnel will result in more cost effective work performance at minimal extra cost to either party; and

**Whereas**, flexibility and operating local governments and their various service programs is necessary to ensure efficiency and maximum benefits at minimal cost; and

**Whereas**, the Town has authorized its Supervisor and Highway Superintendent and the School District has authorized its Superintendent to act using their discretion pursuant to this Agreement with Board notification; and

**Whereas**, general oversight and final authority, including over those matters generally within the respective parties’ authority when within the municipality/district territorial boundaries, will be accomplished through regular reports by each respective party to his/her respective Board for direction and response as applicable.

**Now, therefore, it is hereby agreed, by the Town and School District as follows:**

1. Cooperative Services. The Town and School District agree to cooperate with each other in providing various services and projects to and for each other, and will coordinate with each other regarding the performance of such services and projects. It is contemplated that such services and projects shall, overtime, be rendered such that each party shall be equitable and in-kind with out the payment of additional consideration by one to or from the other except under certain circumstances as set forth in paragraph 2.
  
2. Compensation-Schedule. The authorization provided by this Agreement include services and equipment use not to be compensated for an in-kind and equitable basis only (such as materials required to be purchased from a private vendor for completion of a particular task) shall be reflected in a signed and dated schedule of services and/or agreed costs entered into on a per project basis. Any services and equipment use requiring payment or compensation must have the prior approval of each governing Board, which shall be noted on the schedule. Such schedule may be approved, entered into and attached, and/or modified at any time during the term here of.
  
3. Term. The term of this Agreement shall be from year-to-year and being on December 31 of each year and shall be automatically extended each year unless either party terminates this Agreement on 90 days written notice, sent certified mail to the Town Supervisor, the Town Highway Superintendent and the Town Clerk for the Town, and School District Board President and Superintendent for the School District. If a termination notice is sent, each party shall nevertheless continue to perform during such period as established by past practice during the term and the municipality which owes the other (pursuant to the terms of a previously appended schedule) shall endeavor to make up with his owed by the end of the 90 day period or as soon thereafter as possible,



however, in any event before the close of the budget year of the municipality for whom the performance is owed.

4. Insurances. Both parties do hereby agree to obtain and thereafter continue to keep in full force and effect their general liability insurance, public liability insurance and automotive insurance relative to the various services to be performed herein with limits of not less than \$1 million per occurrence and \$2 million annual aggregate. Endorsements and a Certificate of Insurance shall be submitted to the Town Clerk and the Superintendent of the School District, on an annual basis throughout the term of this Agreement, demonstrating such coverage. Endorsements shall provide that the Town Clerk and Superintendent of the School District shall receive thirty (30) days prior written notice of any change or cancellation of such policies.
5. Responsibilities. The party providing Services hereunder shall:
  - a. Be responsible for injury to any of its employees if it is a workers compensation injury pursuant to Workers Compensation Law section 2(7).
  - b. Pay its personnel as it would if the work were performed for the provider party.
  - c. Be liable for negligence of its employees occurring in the performance of their duties in the same manner and to the same extent as if the negligence occurred in the performance of their duties for the provider party.
  - d. Be responsible for all maintenance, repair and replacement's to its equipment except those replacements and repairs caused by the acts or omissions of the receiver (borrower) of the equipment during and as a result of its use as opposed to as a result of the normal wear and tear of prior use. If participants cannot agree on responsibility for payment, the matter shall be subject to review by arbitration as provided in section 7 below.
  - e. Keep records of the days and hours (as appropriate) that cooperative services were used and provide copies of this documentation to the receiver for verification.
6. Indemnification. Except as provided for at section 5 hereof, each party hereto does hereby covenant and agree to (i) indemnify, defend and save harmless the other party against the claim for any loss, injury, death and/or damages, fees or penalties; and(ii) to timely pay, according to any schedule, any claim for compensation for only that which the



provider municipality may or shall be liable by reason of its participation in the services to be rendered pursuant to this Agreement. The parties shall ensure that their respective insurance coverage includes contractual liability coverage for the foregoing provisions.

7. Dispute Resolution. Should any unresolved dispute arise between the parties respecting the terms of this Agreement, the disputed matter shall first be subject to mediation with a mediator agreed to by the parties. Failing a successful mediation, upon request of either party the dispute shall be settled by arbitration with an arbitrator selected from the Jefferson County Bar Association.
8. Loss or Damage. The party requesting assistance of the other party pursuant to this mutual sharing plan shall not be liable and responsible to the assisting municipality for any loss of or damage to equipment employed and operated by the providing municipality in provision of such requested help.
9. Compensation of Employees. Each party shall have the sole responsibility for any other compensation due to their own employees (pursuant to its employee policies or any collective bargaining agreement) for the time the employees are undertaking the service pursuant to this mutual sharing plan.
10. Regulating Requirements. The requesting party shall have the sole responsibility for any and all prerequisites for any project which is the subject of work pursuant to this agreement, including all statutory or regulatory requirements pertaining to environmental matters. By requesting such assistance, the requesting party is deemed to have represented it has received and is in compliance with same. Any such failure shall be subject to the provisions of Section 6(i) hereof.
11. Authority. The foregoing provisions notwithstanding, the Town And School District may participate in this cooperation agreement only for the performance of those functions that it is empowered to perform individually.
12. Transaction Reporting. A record of all transactions that have taken place as a result of the municipalities participating in the services afforded by this contract shall be kept by the Superintendent and a statement thereof, in a manner satisfactory to the Town and School, shall be submitted to the Town and School Board semi-annually on or before the first day of June and on or before the first day of December of each year following the filing of the contract with the designated filing agent, unless the Town or Village Board requests the submission of records at different times and dates.



Each Board agrees to meet jointly three times a year (October/February/June) to review reports and discuss matters of mutual interest. The extension of this agreement will be agreed upon during the October meeting.

13. Requirements Precedent. The foregoing provisions notwithstanding, if the Town or School District, to individually perform any function or provide any facility, service, activity, project or undertaking (or the financing thereof) contemplated by this Cooperation Agreement that is subject to a public hearing, mandatory or permissive referendum, consents of governmental agencies or other requirements applicable to the making of contracts, then participation in this Agreement is subject to those same conditions.

14. Agreement by a majority vote of their entire respective Boards. The Town Supervisor and Highway Superintendent set forth below have executed this agreement pursuant to a resolution adopted by the Town Board at a meeting there of held on November 17, 2010. The School District Board President And the Superintendent of Schools set forth below has executed this Agreement pursuant to a resolution adopted by the Board of Education at a meeting here of held on November 17, 2010. Each signatory is duly authorized and empowered to execute this instrument and enter into such an agreement on behalf of the Town and School District. At least one copy shall be permanently filed, after execution there of, in the Office of the Town Clerk of and in the Office of the School District Clerk.

*Five ayes. Motion carried.*

#### **Jefferson County Planning – HOME Consortium Resolution**

***RESOLUTION 2011 – 46: Motion by Councilman Villa and seconded by Councilwoman Harris approving the North Country HOME Consortium – Reauthorization Cooperation Agreement Pursuant to the National affordable Housing Act of 1990 as follows as follows:***

***This Agreement made this 9<sup>th</sup> day of March, 2011, by and between the County of Jefferson (hereafter referred to as the “County”) and the Town of Lyme (hereafter referred to as the “Municipality”) both being corporations of the State of New York.***

**WITNESSETH:**

*Whereas, under the Cranston-Gonzalez National Affordable Housing Act (hereafter referred to as "NAHA"), the Secretary of Housing and Urban Development is authorized to make grants to States and units of general local government to help finance investments in affordable housing, and*

*Whereas, section 216(2) of the NAHA provides that a consortium of geographically contiguous units can be considered to be a unit of general local government for purposes of the HOME Investment Partnerships Act (hereafter referred to as "HOME"), and*

*Whereas, Jefferson, Lewis and St. Lawrence Counties desire to be considered such a consortium (herein after referred to individually as the County or collectively as the "North Country HOME Consortium or NCHC") and have sufficient statutory authority under the laws of the state of New York, as well as sufficient administrative capabilities to carry out the purposes on behalf of the NCHC's member jurisdictions, and*

*Whereas, the County desires to cooperate with the cities, towns, and villages of the County in applying for and utilizing a maximum of any available under Section 216(2) of NAHA, and*

*Whereas, the Municipality desires to undertake housing assistance activities and agrees to direct its activities to the alleviation of housing problems, and*

*Whereas, Jefferson, Lewis, and St. Lawrence Counties will be designated as a HOME consortium by the United States department of Housing and Urban Development (hereinafter referred to as "HUD"), and is thereby eligible for a direct allocation of HOME funds, provided said Counties enter into cooperation agreements with included units of general local government within their borders, and*

*Whereas, in order to receive funds available to the NCHC under Section 216(2) of the Act, the Municipality has authorized its Chief Elected Official by Resolution 2011 – 46 to enter into the Cooperation Agreement with the County.*



*Now therefore, the County and the Municipality hereby agreeas follows:*

**1. Program Activity**

- A. *The Municipality agrees to have its HUD required demographic information counted so that the North country HOME Consortium may meet the minimum formula allocation to obtain "Participating jurisdiction" status, and, therefore, the NCHC is eligible to receive a direct allocation of HOME funds.***
- B. *The Municipality and the County shall take such actions as are necessary to assure compliance with all HOME Investment Partnerships Program requirements, including the provisions of Title VI of the Civil Rights Act of 1968, Title II of the Cranston-Gonzalez NAHA, the requirements concerning a Consolidated Plan and all other applicable laws.***
- C. *The Municipality and the County shall cooperate in undertaking or assisting in the undertaking of housing assistance activities through HOME Investment Partnership Program.***
- D. *The North country HOME Consortium shall, in cooperation with the Municipality, develop a Consolidated Plan for housing to equitability direct the expenditure of the North Country HOME Consortium's allocation of funds. The Municipality shall supply any available data necessary to assist in the assessment of the North Country HOME Consortium's housing assistance needs and the establishment of housing development goals and strategies.***
- E. *The Municipality, in furtherance of implementing the HOME program, shall undertake efforts to affirmatively further the cause of fair housing.***

**2. Representative Appointment**

- A. *The Municipality authorizes Jefferson County to act in a representative capacity as the lead entity for all members***

*of the NCHC for the purpose of administering the HOME Program.*

**3. Representative Responsibilities**

- A. *The Municipality agrees that the lead entity will assume overall responsibility for ensuring that the NCHC's HOME Program is carried out in compliance with the requirements of the HOME Program, including requirements concerning the Consolidated Plan.***
- B. *The Municipality authorizes (Jefferson County) to enter into a sub recipient service agreement with a qualified third-party if necessary to assist in administering the HOME Program.***

**4. Term**

- A. *This Cooperation Agreement will govern activities carried out with annual HOME Partnership Program Grants from Federal Fiscal Years beginning with 2012 appropriations and from any program income generated from the expenditure of such funds. The term of the Agreement shall be for a period of three years, commencing July 1, 2011 and continuing through June 30, 2014.***

**1. *Automatic Renewal***

***Pursuant to U.S. Department of Housing and Urban Development Regulation (24 Code of Federal Regulations Parts 91 and 92) this Cooperation Agreement may be automatically renewed for participation in successive three- year terms provided:***

- a. *The leading entity notifies in a timely manner each Consortium member in writing of its right not to participate for the successive three-year qualification period.***
- b. *Any future amendment to the Cooperation Agreement must stipulate that it shall not apply to subsequent automatic renewal periods.***



- c. *No new member is added to the consortium at the time of the new qualification period.*

**2. Mandatory Renewal**

*In the event of any of the conditions of subsection 4(A)(1) (supra) not being met, renewal of the Cooperation Agreement shall require consent of all parties thereto.*

- B. *All provisions of this Agreement shall remain in affect until the HOME funds from each of the Federal Fiscal Years of the qualification period are expended on eligible activities.*
- C. *Jefferson County (the lead entity) is hereby authorized to amend the agreement to add new members to the NCHC.*
- D. *The Municipality and the County shall remain as part of the NCHC for the entire three – year period and shall have no right to withdraw from this Agreement.*

**5. Program Year**

- A. *The Municipality acknowledges that the NCHC operates on a Program Year consisting of the period July 1, through June 30 of each year.*

*Five ayes. Motion carried.*

**Set Hearing Date for Revision of the Zoning Law –**

**RESOLUTION 2011 – 47:** *Motion by Supervisor Aubertine and seconded by Councilman Johnson scheduling a Special Meeting for March 23, 2011 at 6:30 p.m. to set a date for a Public Hearing for the Zoning Law revisions, accept any bids submitted for the restroom renovations, Work Session discussing concerns with the Transfer Site and any other business that may be brought before the Board. Five ayes. Motion carried.*

**RESOLUTION 2011 – 48:** *Motion by Johnson and seconded by Councilwoman Harris scheduling a Special Meeting of the Town Board*

*For April 27, 2011 at 6:30 p.m. to review the Town Policy. Five ayes.  
Motion carried.*

#### **Mowing of Cemeteries and Ball Fields - Notice For Bids**

***RESOLUTION 2011 – 49:*** *Motion by Councilman Johnson and seconded by Councilman Villa approving the advertising for bids for the mowing of the Six Abandoned Cemeteries, Three Mile Bay Cemetery and the Town Ball Fields. Sealed bids must be received in the Town Clerk's Office by 4:00 p.m. on Wednesday April 13, 2011. Five ayes. Motion carried.*

#### **Resolution for Support of the Tug Hill Commission**

***RESOLUTION 2011- 50:*** *Motion by Councilman Bourquin and seconded by Councilwoman Harris expressing the Town Boards strong support for the New York State Tug Hill Commission. The Town of Lyme would like to see the Tug Hill Commission's budget reinstated and the Commission considered with the other 190 State Agencies, Departments, Commissions and Authorities through the due process of the SAGE Commission. Five ayes. Motion carried.*

#### **Resolution Accepting the 2011 Water Rates**

***RESOLUTION 2011 – 51:*** *Motion by Councilman Bourquin and seconded by Councilman Johnson accepting the 2011 Water Rates as submitted by the Municipal Water Board Chairwoman, Marsha Barton, as proposed in tonight's Public Hearing. Five ayes. Motion carried.*

#### **Resolution Regarding the Comprehensive Plan**

***RESOLUTION 2011 – 52:*** *Motion by Councilman Aubertine and seconded by Councilman Bourquin TABLING the Comprehensive Plan until after the survey results from the next wind survey are reviewed. Five ayes. Motion carried.*

#### **Privilege of the Floor**



**Councilman Villa** voiced his concerns as to how poorly the backing accident with the plow truck and a Village employee on Water Street was handled. He feels that the Municipality should be responsible for the injured parties vehicle and the response from the insurance company is a poor excuse not to do what is right. Supervisor Aubertine agreed with Councilman Villa on the matter.

**Julia Gosier** - Regarding the Wilson property. Councilwoman Harris had a conversation with Attorney Gebo and Forth Coast. Julie has a problem with the bill from the attorney, the meeting that took place cost \$229.00.

Julie feels that this is a touchy situation, and there needs to be clarity of every detail that is going on with this circumstances. Paying for another meeting with the attorney, let's be clear with what our money is being spent for.

This is a private property with a huge unpaid tax bill. Julie is aware of the expense because she FOILS the attorney's statement each month.

**Councilman Johnson** stated that Julie's point of clarity is well taken.

### **Adjournment**

*With a Motion by Councilman Johnson and seconded by Councilwoman Harris tonight's meeting was adjourned at 10:10 p.m.*

*The Minutes of tonight's meeting are respectfully submitted by,*

**Kim Wallace**  
**Town Clerk**