

Town of Yates March Board Meeting
8 S. Main St., Lyndonville, NY 14098
March 16, 2017, 7:00PM

Present: Jim Simon, Supervisor
Wes Bradley, Councilman
John Riggi, Councilman
Jim Whipple, Councilman
Dawn Metty, Deputy Town Clerk
Andrew Meier, Town Attorney
Trisha Laszewski, Town Assessor

Excused: Michele Harling, Town Clerk
Brad Bentley, Councilman
Dan Wolfe, Code Enforcement Officer

Others: Howard Pierce Linda Fisk Richard Fisk
Larry Wolfe Paul Lauricella Georgette Stockman
Tom Rivers Paula Simon Sandy Lauricella

Supervisor Simon called the Public Hearing to order at 7:00PM.

PLEDGE OF ALLEGIANCE

PRIVILEGE OF THE FLOOR ON AGENDA ITEMS ONLY

Paul Lauricella, Town of Yates, asked what the Town's contribution would be for the Comprehensive Plan work.

Supervisor Simon replied that the total would be a little over \$1,000.00 to cover the printing and mailing.

RESOLUTION NO. 35-3/17

RESOLUTION TO APPROVE MINUTES

RESOLVED, to approve the minutes of the February 9, 2017 regular Board Meeting as presented to each Board Member.

Offered by Councilman Bradley, who moved its adoption
Seconded by Councilman Whipple

4 Ayes 0 Nays 1 Absent: Brad Bentley

Motion: Carried

RESOLUTION NO. 36-3/17

RESOLUTION TO ISSUE JUNKYARD LICENSES

WHEREAS, the Town has received three applications for Junkyard License renewal, and

WHEREAS, the Code Enforcement Officer has inspected each of these Junkyards, be it

RESOLVED, that Junkyard license shall be issued to Terry Chaffee 1859 Murdock Road, Lyndonville, NY, Brenda Dunn 1848 Goodwin Road, Lyndonville, NY, and Paul, Sandra, Leonard, Rachel & Vanessa Lauricella 12469 Roosevelt Highway, Lyndonville, NY.

Offered by Councilman Whipple, who moved its adoption
Seconded by Councilman Riggi

4 Ayes 0 Nays 1 Absent: Brad Bentley

Motion: Carried

RESOLUTION NO. 37-3/17

RESOLUTION TO AUTHORIZE WATER SHUT-OFF

WHEREAS, the Rules and Regulations for the Water District of the Town of Yates directs the Water Superintendent to shut-off water upon the request of the Town Board because of failure of payment by the consumer, and

WHEREAS, there are water accounts that are delinquent sixty (60) days after the end of the period, be it

RESOLVED, that the Town of Yates authorizes the Water Superintendent to turn-off water for non-payment of delinquent water accounts.

Offered by Councilman Riggi, who moved its adoption
Seconded by Councilman Bradley

4 Ayes 0 Nays 1 Absent: Brad Bentley

Motion: Carried

RESOLUTION NO. 38-3/17

RESOLUTION TO ALLOW SUPERVISOR TO SIGN A CONTRACT WITH THE COUNTY FOR SHARED HIGHWAY SERVICES

WHEREAS, the County has presented to the Town of Yates a contract for shared Highway Services as follows:

CONTRACT FOR SHARED HIGHWAY SERVICES

1. For the purposes of this contract, the following terms shall be defined as follows:
 - a) “Municipality” shall mean any county, town or village which has agreed to be bound by a contract for shared services or equipment similar in terms and effect with the contract set forth herein, and has filed a copy of said contract with the clerk of the undersigned county/town or village.
 - b) “Contract” shall mean the text of this agreement which is similar in terms and effect with comparable agreements, notwithstanding that each such contract is signed only by the Chief Executive Officer of each participating municipality filing the same, and upon such filing each filing municipality accepts the terms of the contract to the same degree and effect as if each Chief Executive Officer had signed each individual contract.
 - c) “Shared Service” shall mean any service provided by one municipality for another municipality that is consistent with the purposes and intent of this contract and shall include but shall not be limited to:
 - i. The renting, exchanging, or lending of highway machinery, tools and equipment, with or without operators;
 - ii. The borrowing or lending of supplies between municipalities on a temporary basis conditioned upon the replacement of such supplies or conditioned upon the obtaining of equal value through the provision of a service by the borrower or by the lending of equipment by the borrower, the value of which is equal to the borrowed supplies;
 - iii. The providing of a specific service for another municipality, conditioned on such other municipality providing a similar service, or a service of equal value, in exchange.
 - iv. The maintenance of machinery or equipment by a municipality for other municipalities.
 - d) “Superintendent” shall mean; in the case of a county, the county superintendent of highways, or the person having the power and authority to perform the duties generally performed by county superintendents of highways; in the case of a town, the town superintendent of highways; in the case of a village, the superintendent of public works.
2. The undersigned municipality has caused this agreement to be executed and to bind itself to the terms of this contract and it will consider this contract to be applicable to any municipality which has approved a similar contract and filed such contract with the clerk of the undersigned municipality.

3. The undersigned municipality by this agreement grants unto the superintendent, the authority to enter into any shared service arrangements with any other municipality or other municipalities subject to the following terms and conditions:
 - a) The Town of **Yates** agrees to rent or exchange or borrow from any municipality and all materials, machinery and equipment, with or without operators, which it may need for the purposes of the county/town/village. The determination as to whether such machinery, with or without operators, is needed by the county/town/village shall be made by the Superintendent. The value of materials or supplies borrowed from another municipality under this agreement may be returned in the form of similar types and amounts of materials or supplies, or by the supply of equipment or the giving of services of equal value, to be determined by mutual agreement of the respective superintendents.
 - b) The Town of **Yates** agrees to rent, exchange or lend to any municipality any and all materials, machinery and equipment, with or without operators, which such municipality may need for its purposes. The determination as to whether such machinery of material is available for renting, exchanging or lending shall be made by the superintendent. In the event the superintendent determines that it will be in the interests of the Town of **Yates** to lend to any other municipality, the Superintendent is hereby authorized to lend to another municipality. The value of supplies or materials loaned to another municipality may be returned to the Town of **Yates** by the borrowing municipality in the form of similar types and amounts of materials or supplies, or by the use of equipment or receipt of services of equal value, to be determined by the respective superintendents.
 - c) The Town of **Yates** agrees to repair or maintain machinery or equipment for any county/town/village under terms that may be agreed upon by the superintendent, upon such terms as may be determined by the superintendent.
 - d) An operator of equipment rented or loaned to another municipality, when operating such equipment for the borrowing municipality, shall be subject to the direction and control of the Superintendent of the borrowing municipality in relation to the manner in which the work is to be completed. However, the method by which the machine is to be operated shall be determined by the operator.
 - e) When receiving the services of an operator with a machine or equipment, the receiving Superintendent shall make no request of any operator which would be inconsistent with any labor agreement that exists for the benefit of the operator in the municipality by which the operator is employed.
 - f) The lending municipality shall be liable for any negligent acts resulting from the operation of its machinery or equipment by its own operator. In the event damages are caused as a result of directions given to perform work, then the lending municipality shall be held harmless by the borrowing municipality.

- g) Each municipality shall remain fully responsible for its own employees, including salary, benefits and workers compensation.
4. The renting, borrowing or leasing of any particular piece of machinery or equipment, or the exchanging or borrowing of materials or supplies, or the providing of a specific service shall be evidenced by the signing of a memorandum by the Superintendent. Such memorandum may be delivered to the other party via mail, personal delivery or by facsimile machine. In the event, there is no written acceptance of the memorandum, the using of the machinery, the receipt of the materials or supplies or the acceptance of service shall be evidence of the acceptance of the offer to rent, exchange or lend.
 5. In the event a municipality wishes to rent machinery or equipment from another municipality or in the event a municipality wishes to determine the value of such renting for purposes of exchanging shared services of a comparable value, it is agreed that the value of the shared service shall be set forth in the memorandum.
 6. All machinery and the operator, for purposes of workers compensation, liability and any other relationship with third parties, except as provided in paragraph "e" of section "3" of this agreement, shall be considered the machinery of and the employee of the municipality owning the machinery and equipment.
 7. In the event machinery or equipment is being operated by an employee of the owning municipality and is damaged or otherwise in need of repair, as a result of operator negligence, while such employee is working for the borrowing, receiving or renting municipality, then the municipality owning such machinery or equipment shall be responsible to make or pay for such repairs. In the event the machinery or equipment is operated by an employee of the borrowing, receiving, or renting municipality, and is damaged or in need of repairs as a result of such operator's negligence, then such municipality shall be responsible to make or pay for such repairs. Repairs and maintenance necessitated by ordinary wear and tear shall be made by the owning municipality.
 8. Records shall be maintained by each municipality setting forth all machinery rentals, exchanges, borrowings or other shared services. Such records will be available for inspection by any municipality which has shared services with such municipality.
 9. In the event any dispute arises relating to any shared service, and in the event such dispute cannot be resolved between the parties, such dispute shall be subject to mediation.
 10. Any party to this contract may revoke such contract by filing a notice of such revocation. Upon the revocation of such contract, any outstanding obligations shall be settled within thirty days of such revocation unless the parties with whom an obligation is due agree in writing to extend such date of settlement.

11. Any action taken by the Superintendent pursuant to the provisions of this contract shall be consistent with the duties of such official and expenditures incurred shall not exceed the amounts set forth in the county/town/village budget for highway purposes.
12. The record of all transactions that have taken place as a result of the Town of Yates participating in the services afforded by this contract shall be kept by the superintendent and a statement thereof, in a manner satisfactory to the county/town/village governing board, shall be submitted to the county/town/village board semiannually 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, unless the county/town/village board requests the submission of records at different times and dates.
13. If any provision of this agreement is deemed to be invalid or inoperative for any reason, that part shall be deemed modified to the extent necessary to make it valid and operative, or if it cannot be so modified, then severed and the remainder of the contract shall continue in full force and effect as if the contract had been signed or filed with the designated filing agent with the invalid portion so modified or eliminated.
14. This contract shall be reviewed each year by the Town of Yates and shall expire five years from the date of its signing by the Chief Executive Officer. The Town of Yates board may extend or renew this contract at the termination thereof for another five-year period.

RESOLVED, that the Yates Town Board authorizes the Yates Town Supervisor to sign said contract.

Offered by Councilman Bradley, who moved its adoption
Seconded by Councilman Whipple

4 Ayes 0 Nays 1 Absent: Brad Bentley

Motion: Carried

RESOLUTION NO. 39-3/17

RESOLUTION TO ALLOW SUPERVISOR TO SIGN A MEMORANDUM OF AGREEMENT BETWEEN ORLEANS COUNTY AND TOWN OF YATES FOR THE WESTERN ORLEANS COMPREHENSIVE PLAN UPDATE

RESOLVED, that the Yates Town Board authorizes the Yates Town Supervisor to sign a Memorandum of Agreement between Orleans County and the Town for the Orleans County Department of Planning and Development's assistance in updating the Western Orleans Comprehensive Plan.

Offered by Councilman Whipple, who moved its adoption
Seconded by Councilman Riggi

4 Ayes 0 Nays 1 Absent: Brad Bentley

Motion: Carried

RESOLUTION NO. 40-3/17

RESOLUTION TO ACCEPT THE BID RECEIVED FOR THE TOWN OF YATES WATER DISTRICT NO. 4, PHASE 10 FROM PILON CONSTRUCTION CO., INC.

WHEREAS, five bids were opened by Chatfield Engineers, PC, on behalf of the Town of Yates on March 6, 2017, at 11am, at the Yates Town Hall for the Town of Yates Water District No. 4, Phase 10, and

WHEREAS, Chatfield Engineers, PC, conducted a thorough bid analysis and tabulation from Pilon Construction Co, Inc, Blue Heron Construction Co, LLC, Randsco Pipeline, Inc, Fineline Pipeline, Inc, and Morsch Pipeline, Inc; be it

RESOLVED, the Town of Yates accepts the Bid received for the Town of Yates Water District No. 4, Phased 10 from Pilon Construction Co., Inc, for the Base Bid in the Total Amount of \$280,168.10, and awards the Contract to them.

Offered by Councilman Riggi, who moved its adoption
Seconded by Councilman Whipple

4 Ayes 0 Nays 1 Absent: Brad Bentley

Motion: Carried

RESOLUTION NO. 41-3/17

RESOLUTION TO ALLOW YATES TOWN SUPERVISOR TO SIGN VILLAGE/TOWN AMBULANCE SHARED SERVICE AGREEMENT WITH VILLAGE OF MEDINA

WHEREAS, the Village of Medina has presented to the Town of Yates a contract for a shared ambulance service agreement as follows:

RESOLVED, that the Yates Town Board authorizes the Yates Town Supervisor to sign said contract.

VILLAGE/TOWN AMBULANCE SHARED SERVICE AGREEMENT

This Shared Services Agreement (known as the "Agreement"), made as of the 16th day of March, 2017, supersedes the Agreement between the VILLAGE OF MEDINA, TOWN OF YATES, TOWN OF SHELBY and the TOWN OF RIDGEWAY dated July 18, 2007.

This Agreement, made as of the 16th day of March, 2017, by and between the VILLAGE OF MEDINA, a municipal corporation in Orleans County, State of New York, with its principal offices at 119 Park Avenue, Medina, New York 14103, hereinafter referred to as the "VILLAGE", and the TOWN OF YATES, the TOWN OF SHELBY and the TOWN OF RIDGEWAY, municipal corporations situate in Orleans County, State of New York, with principal offices at 8 South Main Street, Lyndonville, New York 14098, 4062 Salt Works Road, Medina, New York 14103, and 410 West Avenue, Medina, New York 14103, respectively, hereinafter referred to as the "TOWNS".

WHEREAS, the VILLAGE is the owner and operator of an ambulance service, together with equipment and supplies necessary for primary ambulance services, and has provided such service as needed, for sick or injured persons found within the boundaries of the VILLAGE; and

WHEREAS, the TOWNS have no such service, and have previously contracted with the VILLAGE for such service, and are desirous of continuing contracting from the VILLAGE for ambulance for sick or injured persons found within the boundaries outside the VILLAGE.

NOW, THEREFORE, in consideration of the premises and the covenants hereinafter contained and pursuant to the General Municipal Law of the State of New York, it is agreed between and among the parties hereto as follows:

1. The VILLAGE agrees to provide primary ambulance service, as needed, for the purpose of providing advanced life support services and transporting sick or injured persons found within the boundaries of the TOWNS and their hamlets and villages, as long as the VILLAGE operates an ambulance service for the term of this Agreement.

2. Each of the parties will appoint a member of their Town Boards to an Ambulance Advisory Board, which shall be chaired by the Mayor or designee of the VILLAGE. The Fire Chiefs of each fire company within the territory covered by this Agreement shall also be members of the Ambulance Advisory Board. The Advisory Board will meet at least semi-annually, once in January and once in June, or upon written request to the Mayor of the VILLAGE or by any Town Supervisor. The primary goals of the Advisory Board are to recommend to the VILLAGE ways to help eliminate the deficit, as well as recommend ways to enhance and expand services.

3. Billing for ambulance service will be handled by the VILLAGE OF MEDINA or its contractor or designee. Rates charged for ambulance services provided outside the VILLAGE OF MEDINA, in the Towns of Ridgeway, Shelby and Yates will be the same for ambulance service in the VILLAGE OF MEDINA. The Village Board, in its sole discretion, reserves the right to make reasonable adjustments to the mileage and other charges as deemed necessary as circumstances warrant.

4. The TOWNS and the VILLAGE OF MEDINA, collectively, agree the cost of an ambulance is \$160,000.00, which has an eight (8) year depreciation. Each TOWN and the VILLAGE OF MEDINA agree to include \$80,000.00 (\$20,000.00 depreciation per year x 4 ambulances) annually to the deficit of the VILLAGE OF MEDINA ambulance budget. (The deficit will be determined by subtracting the total amount of ambulance revenue collected between September 1 through August 31 of the preceding year from the budgeted ambulance account). The VILLAGE OF MEDINA agrees to add the collective amount of \$80,000.00 to a dedicated ambulance replacement reserve fund in its annual budget. It is also collectively agreed that the cost of the ambulance may need to be adjusted during the contract to allow for increased cost. Each TOWN's and the VILLAGE's pro-rata shared service will be determined by the percentage of ambulance responses in their respective TOWNS during the period between September 1 through August 31 of the preceding year. The VILLAGE will notify the TOWNS by September 30th, of the amount owed to the VILLAGE for the succeeding calendar year. The VILLAGE will recalculate the contract payment on a yearly basis as per the attached formula. In addition, if there should be a surplus in the ambulance budget fund, said surplus shall be utilized to reduce the cost of the ambulance service as calculated herein on the aforementioned pro-rata basis. The Village will send a monthly ambulance and fire report to said Towns within a reasonable period of time following the request.

5. Each TOWN agrees to make payment to the VILLAGE on February 15th, of each year of this Agreement. The TOWNS of RIDGEWAY and SHELBY shall levy all payments made to the VILLAGE pursuant to this Agreement against parcels situated outside the VILLAGE, and shall not assess the cost of residential property owners on a town-wide basis.

6. The VILLAGE has the right to pursue both soft and hard billing, as well as the use of a collection agency to users of the ambulance service who do not pay or make payments to the VILLAGE for services rendered.

7. The VILLAGE agrees that it, or its designee or agent, will keep and maintain records of the names and addresses of the persons served by the VILLAGE's ambulances and the mileage traveled in connection with the service rendered to such persons.

8. The VILLAGE reserves the exclusive right to formulate rules and regulations relating to the operation and maintenance of the ambulance, equipment, and personnel involved in providing such emergency service. However, the VILLAGE will take in to consideration any recommendations of the Ambulance Advisory Board with regard to the operation of the ambulance service.

9. The VILLAGE agrees to:

a. Maintain the confidentiality of patient information acquired in the course of providing services under this Agreement, and will not release any confidential information

without prior written authorization from the patients duly authorized representative in accordance with state law;

b. Maintain all certifications and licenses, as required by local and state agencies governing ambulance operations;

c. Keep the TOWNS informed of its policies, procedures and activities that have a bearing on the VILLAGE fulfilling its obligations under this Agreement; and

d. Provide ambulance and advanced life support services in a manner that does not discriminate against any person on the basis of age, sex, marital status, sexual orientation, race, religion, ancestry, national origin, disability, handicap, health status or other unlawful basis, including, without limitation, the filing by a person of a complaint, grievance, or legal action against the VILLAGE, TOWNS or another person or entity.

10. The VILLAGE agrees to maintain general liability, professional medical malpractice, auto, bodily injury and property damage liability insurance coverage in reasonable amounts satisfactory to all parties of this Agreement, and Workers' Compensation and disability benefits coverage as required by the State of New York.

11. The TOWNS agree to indemnify and hold harmless the VILLAGE, its employees and agents, from and against any and all claims, losses, liability, cost or expenses, including reasonable attorney's fees, arising out of bodily injury (including death), or property damage, that occur as a result of the intentional, reckless or negligent acts or omissions of the TOWNS, their employees or agents.

12. The VILLAGE agrees to indemnify and hold harmless the TOWNS, their employees and agents from and against any and all claims, losses, liability, cost or expenses, including reasonable attorney's fees, arising out of bodily injury (including death), or property damage, that occur as a result of the negligent acts or omissions of the VILLAGE, its employees or agents.

13. No right or obligation hereunder may, in any way whatsoever, be assigned or delegated to a third party without the express prior written consent of the other parties, and any attempted assignment without such consent shall be considered null and void.

14. The term of this Agreement shall run for five (5) years, commencing on the complete execution of the Agreement by all its signing parties. This Agreement may be extended by any party hereto as set forth herein. This Agreement will remain in effect until any of the parties give notice to the other parties of its intentions to terminate this Agreement, which said notice shall be given at least ninety (90) days prior to termination. Said notice to terminate this Agreement shall be in writing to the main business address of the respective parties to this Agreement, and shall terminate this Agreement upon ninety (90) days notice, with no additional

rights or responsibilities being conferred to any party to the Agreement. Upon said proper Notice of Termination of this Agreement, any amounts due and owing under this Agreement, or overpaid, will be remitted on a pro-rated basis using the final date of termination of this Agreement.

15. Notices. Any notice or communication by any Party to the other, required or permitted hereunder, shall be in writing and shall be deemed duly served as of (a) the date it is delivered by hand, (b) three (3) business days after having been mailed by certified mail, postage prepaid, return receipt requested, or (c) the next business day after having been sent for delivery on the next business day, shipping prepaid, or by a national recognized overnight courier, in each case to the receiving Party at the address set forth below, or at such other address as a Party may designate by written notice to the other Party sent in the manner set forth herein.

To the Village at:	119 Park Avenue Medina, New York 14103 Atten: Mayor
To the Town of Ridgeway:	410 West Avenue Medina, New York 14103 Atten: Supervisor
To the Town of Shelby:	4062 Salt Works Road Medina, New York 14103 Atten: Supervisor
To the Town of Yates:	8 South Main Street P.O. Box 484 Lyndonville, New York 14098 Atten: Supervisor

Either Party may change its address(es) for purposes of this paragraph by giving the other Party notice of the new address(es) in the manner set forth above.

16. Waiver. A waiver of any of the terms and conditions hereof shall not be deemed a continuing waiver, but shall apply solely to the instances to which the waiver is directed. No waiver of any of the terms of this Agreement shall be valid unless in writing and designated as

such. Any forbearance or delay on the part of any Party in enforcing any of its rights under this Agreement will not be construed as a waiver of such right to enforce same for such occurrence.

17. **Dispute Resolution.** If a Party to this Agreement has reasonable grounds to believe that another Party hereto has failed to perform any obligation hereunder, such Party shall promptly notify the other Party, in writing, within thirty (30) days of receipt of such notice and either provide evidence of cure of such failure, or provide an explanation of why it believes that its performance is in accordance with the terms and conditions of this Agreement, and also specify three (3) dates, all of which must be business days within thirty (30) days from the date of its response, for a meeting of the designated representatives of the Parties, each of whom shall have the authority to resolve and settle the dispute. The Party claiming failure of performance shall then select one (1) of the three (3) dates, and a dispute resolution meeting shall be held. If the Parties cannot, in good faith discussions, resolve their dispute, they shall be free to pursue all remedies allowed at law and/or in equity, without prejudice.

18. **Entire Agreement.** Each Party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms. This Agreement (including all appendices, schedules, exhibits, or addenda attached hereto constitutes the entire agreement and understanding of the Parties, and supersedes all prior and contemporaneous proposals, agreements and understandings, oral and written, relating to the subject matter of this Agreement.

19. **Applicable Law.** This Memorandum shall be governed by and construed and enforced in accordance with the internal laws of the State of New York, without regard to principles or conflicts of law.

20. **Severability.** If any provision of this Agreement shall be held by any court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be of no force and effect, and such invalidity, illegality, or unenforceability shall have no effect upon, and shall not impair the enforceability of, any other provision of this Agreement.

21. **Force Majeure.** Neither party hereto shall be liable to the other for default or delay in the performance of any of its obligations hereunder due to act of God, accident, fire, flood, storm, riot, war, act of terrorism, sabotage, explosion, strike, concerted acts of workers, national defense requirement, governmental law, ordinance, rule or regulation (whether valid or invalid), act of any non-Party governmental body (including any delay in decisions regarding permits, authorizations or funding, or delays in funding, by any governmental authority), extraordinary failure of equipment or apparatus, inability to obtain electricity or other type of energy, feedstock, raw or finished material from normal sources of supply, labor, equipment, transportation, permits, or licenses, or any similar or different contingency beyond its reasonable control which would prevent or delay performance or make performance commercially impracticable.

22. Modifications. No modification of this Agreement shall bind any Party unless expressly set forth, in writing, and manually signed and accepted by an authorized representative of the Party sought to be bound by such writing.

23. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument, and any of the Parties or signatories hereto may execute this Agreement by signing any such counterpart.

24. Headings and Drafting of Agreement. Any headings contained in this Agreement are used only as a matter of convenience and reference, and are, in no way, intended to define, limit, expand, or describe the scope of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement.

AGREEMENT PAYMENT CALCULATION

Yearly contribution to ambulance
minus deficit as described in agreement
equals Total

Payment is calculated as stated in the agreement.

Total calls between September 1st and August 31st the proceeding months divided by total calls in each Town and the Village of Medina. Multiply parentage by the total amount above with the ambulance contribution and the budget deficit. This will be the annual payment to the Village by the Towns and the Village's share toward the ambulance.

RESOLVED, that the Yates Town Board authorizes the Yates Town Supervisor to sign said contract.

Offered by Councilman Whipple, who moved its adoption
Seconded by Councilman Simon

1 Ayes (Whipple) 3 Nays (Simon, Bradley, & Riggi) 1 Absent: Brad Bentley

Motion: Not Carried

RESOLUTION NO. 42-3/17

RESOLUTION TO TABLE DISCUSSION ON THE AMBULANCE AGREEMENT WITH THE VILLAGE OF MEDINA UNTIL THE NEXT MONTHLY BOARD MEETING

WHEREAS, the Ambulance Shared Service Agreement was not passed, be it

RESOLVED, to postpone further discussion regarding the Ambulance Agreement until next month's Regular Board Meeting.

Offered by Councilman Whipple, who moved its adoption
Seconded by Councilman Bradley

4 Ayes 0 Nays 1 Absent: Brad Bentley

Motion: Carried

RESOLUTION NO. 43-3/17

RESOLUTION TO PAY BILLS

WHEREAS, bills have been reviewed by the Town Board, be it

RESOLVED to pay bills as follows:

A-Accounts-	\$ 53,281.56
B-Accounts-	\$ 1,124.10
DA-Accounts-	\$ 21,505.85
DB-Accounts-	\$ 1,407.53
Water 4-	\$ 17,873.60
Water 2-	\$
Fire-	\$

TOTAL	\$ 95,192.64

Offered by Councilman Bradley, who moved its adoption
Seconded by Councilman Riggi

4 Ayes 0 Nays 1 Absent: Brad Bentley

Motion: Carried

PRIVILEGE OF THE FLOOR

Paul Lauricella, Town of Yates, asked for permission to speak for more than the allotted 3 minutes in following Town protocol for Privilege of the Floor.

Supervisor Simon agreed.

Paul stated that he had read a letter on the HUB with regard to the Town of Murray Highway Superintendent and his retirement and return to work which prompted Paul's research into the Town of Yates Highway Superintendent Wolfe's retirement and return to work. Paul submitted to the Town Board documentation to that effect for their review. He believes that the act of retiring and returning to work was done in an unethical manner and requested that the Board investigate.

Supervisor Simon received Paul's documents and asked Paul to summarize his concerns and to compile a list of those questions he would like answered.

TOWN OFFICERS REMARKS

Tricia Laszewski, Town Assessor gave an update on the status on her assistant, Carianne. Carianne will be taking the notary review class in April and will be taking a certification class on the 24th of March.

Councilman Riggi mentioned that he is happy that the Water District 4, Phase 10 project is moving along.

Supervisor Simon commended the Yates Town Highway Department for their efforts during the wind/snow storm along with the Village of Lyndonville DPW crew and the Lyndonville Fire Department.

ADJOURNMENT

Moved by Councilman Whipple, Whereas there is no new business to be brought before the Board, the meeting be adjourned at 7:39PM.

Seconded by Councilman Bradley

4 Ayes 0 Nays 1 Absent: Brad Bentley

Motion: Carried

Respectfully Submitted,

Dawn Metty
Deputy Town Clerk

Michele L. Harling
Yates Town Clerk