

NOVEMBER 30. 2006

The Town Board of the Town of Corinth held a regular meeting on November 30. 2006 at 4:00 PM at the Town Hall.

Present: Richard Lucia, Supervisor
Charles Brown, Councilman
John Major, Councilman
Edward Byrnes, Councilman
Mitchell Saunders, Councilman
Rose E. Farr, Town Clerk
Harry Plummer, Highway Superintendent
Fred Mann, Code Enforcement Officer
Shawn Eggleston, Deputy Highway Superintendent

Public: Dan Mills, Joyce Day, Mary Williams, Mary Murphy, Louise Kirkpatrick, Sigrid Koch, Arleen Springer, Yvonne Melville, Edwin Eggleston, Rex Moon, Robert Kelley, Barbara Weatherwax, Patricia Goldberg, and Francine Fato.

After Roll Call and pledge the following business was conducted.

RESOLUTION #240

TRANSFERS

Town Clerk Farr told the board that there needed to be certain transfer of money to cover bills. On motion of Councilman Brown, and seconded by Councilman Major, the following resolution was

ADOPTED Ayes 5 Lucia, Brown, Major, Byrnes and Saunders
Nays 0

RESOLVED that the following transfer be made:

Transfer \$300.00 from A1330.2 (Tax Collector's Equipment) to A1330.4 (Tax Collector's Contractual) to cover cost of calendars.

SUPERVISOR

Supervisor Lucia read a letter from Corinth Community Churches thanking the Board for taking part on September 11, 2006 in the 5th anniversary commemoration of the World Trade Center attacks.

Supervisor told the public that he received the report of Mortgage Tax Distribution for the period of April 1, 2006 to September 30, 2006 and for the Town of Corinth the amount was \$65,911.03.

Supervisor Lucia read the following letter that was sent to Time Warner Cable regarding the Cable Franchise Agreement:

TOWN OF CORINTH



600 Palmer Avenue
Corinth, New York 12822
Phone: 518-654-9232
Fax: 518-654-7751

SUPERVISOR
Richard B. Lucia
518-654-9232 ext. 2
email:TOCSupervisor@adelphia.net

TOWN BOARD MEMBERS
Charles Brown
John Major
Edward Byrnes
Mitchell Saunders

TOWN COUNSEL
Robert Hafner
518-793-6611

TOWN CLERK
Rose E. Farr
518-654-9232 ext. 1

HIGHWAY SUPERINTENDENT
Harry Plummer
518-654-6962

ASSESSOR
Mary Ellen Hill-Pierce
518-654-9232 ext. 3

**BUILDING INSPECTOR/
CODE ENFORCEMENT OFFICER/
ZONING ADMINISTRATOR**
Fred Mann
518-654-9232 ext. 5

TOWN JUSTICES
Ronald Straight
Ambrose Clothier
518-654-9232 ext. 4

PLANNING BOARD
Louise Reed
518-654-9232 ext. 6

ANIMAL CONTROL OFFICER
Delbert Clothier
518-361-0943

ZONING BOARD OF APPEALS
William Clarke
518-654-9232 ext. 5

November 27, 2006

John S. Mucha
Director, Government Relations
Time Warner Cable
Albany Division
1021 High Bridge Road
Schenectady, NY 12303

RE: Cable Franchise Renewal Agreement

Dear Mr. Mucha:

After reviewing the Franchise Renewal Agreement offered to the Town of Corinth from Time Warner Cable, I would like to address the following items:

- Although the 5% Franchise Fee is acceptable, there is no deadline imposed for such payment. Please add a certain date by when the fees are payable to the Town;
- The Agreement states that the 5% Franchise Fee includes gross revenues only from the operation of cable television service. Please clarify that gross revenues also includes internet service. Also, the Town is requesting that Time Warner agrees to certify the statement of revenues generated prior to payment;
- Section 18 provides that the Agreement be construed in accordance with the laws of the State of New York. Please add a further clause stating that venue will lie in Saratoga County; and

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- Section 15(b) provides that the company is required to make certain materials promptly available to its "local business office". However, there is no definition of "local business office" and no guarantee that the company will continue to maintain a "local business office". Please either include a definition of "local business office" as being the office maintained at 1021 High Bridge Road in Schenectady, NY, or alternatively by including an agreement that Time Warner shall maintain a business office within 50 miles of the Town of Corinth.

Please feel free to contact me if you have any questions and/or if you need clarification of the above-referenced concerns.

Sincerely,

Richard B. Lucia
Supervisor, Town of Corinth

cc: Miller, Mannix, Schachner, & Hafner

HIGHWAY TRADES

Supervisor Lucia told the board that Highway Superintendent Harry Plummer has given him a list of equipment that is of no use to the Town. The list is as follows:

- 1995 Chevrolet Caprice – Poor Condition
- 1996 Dodge Ram 2500 – Poor Condition
- 1983 Chevrolet C70 Water Tank – Poor Condition
- 1978 White Road Boss Cab & Chassis – Junk Condition
- 1969 Mack Fire Truck – Junk Condition

Highway Superintendent Plummer said that Apollo North East is willing to take all these vehicles “as is” and \$3,500.00 for a 2001 Chevrolet S10 4X4 in very good condition. He said the approximate NADA value is \$8,000.00 to \$10,000.00.

RESOLUTION #241

TRADE & PURCHASE

On motion of Councilman Major, and seconded by Councilman Saunders, the following resolution was

ADOPTED Ayes 5 Lucia, Brown, Major, Byrnes and Saunders
Nays 0

RESOLVED that the Town of Corinth purchase from Apollo North East a 2001 Chevrolet S10 4X4 in very good condition for the sum of Three Thousand Five Hundred Dollars (\$3,500.00) plus the following un-useable items in “as is” condition:

- 1995 Chevrolet Caprice
- 1996 Dodge Ram 2500
- 1983 Chevrolet C70 Water Tank
- 1978 White Road Boss Cab & Chassis
- 1969 Mack Fire Truck

SECTION 8 HOUSING CHOICE VOUCHER PROGRAM

At 4:10PM the Public Hearing on the Annual Plan for 2007 Section 8 Housing Choice Voucher Program was opened with Town Clerk reading the Legal Notice published on September 26, 2006 in the Post Star. Gregory Giaculli and Meredith Jenkins from Joseph E. Mastrianni, Inc. gave report on the program. They said

that the program has been in effect since 1978 and the program for the Town of Corinth includes the Town and Village of Corinth along with the Town of Hadley. They said that annual federal funding for the program for the year 2006 was \$136,000.00. There was no public comments or questions regarding the program. At 4:15 PM a motion was made by Councilman Brown and seconded by Councilman Byrnes to close the public hearing.

RESOLUTION #242

ADOPTING AN ANNUAL PLAN FOR 2007

FOR THE TOWN OF CORINTH SECTION 8 PROGRAM

On motion of Councilman Saunders, and seconded by Councilman Major, the following resolution was

ADOPTED Ayes 5 Lucia, Brown, Major, Byrnes and Saunders
Nays 0

WHEREAS, the Town of Corinth operates a Section 8 Housing Assistance Payments Program funded by the U.S. Department of Housing and Urban Development, and

WHEREAS, the Town of Corinth is required by the U.S. Department of Housing and Urban Development to prepare and adopt a written Annual Plan that establishes local policies for administration of the Section 8 Housing Assistance Payments Program in accordance with regulations of the U.S. Department of Housing and Urban Development, and

WHEREAS, the Town Board of the Town of Corinth has caused a written Annual Plan for 2007 to be prepared establishing local policies for administration of the Section 8 Housing Assistance Program in accordance with regulations of the U.S. Department of Housing and Urban Development, and has reviewed such written plan,

NOW THEREFORE, BE IT RESOLVED that the Town Board of the Town of Corinth hereby adopts the Annual Plan for 2007 for operation of the Town of Corinth Section 8 Housing Assistance Payments Program.

SUPERVISOR

Supervisor Lucia told the board that the insulation has been blown in at the attic in the Senior Citizen Center. He said that this year the Senior Center

has received new windows and insulation in the walls. Next spring, he said, they will receive new vinyl siding and possibly a new roof.

Supervisor Lucia reminded the board of the Hometown Christmas parade presented by the Image Committee to be held Saturday, December 2nd at 4PM.

He told the public that a flu shot clinic has been re-scheduled for Monday, December 4th, at the Senior Center from 1:00 – 3:00 PM. He said that appointments are necessary and people should call either Saratoga County Public Health or the Senior Center.

Supervisor Lucia told Councilman Major and the board that they are looking for a person from the Town of Corinth to join in climbing Spruce Mountain on December 13th at 11AM. He said anyone interested should contact the Supervisor.

Supervisor Lucia discussed the Town's Mining Permit Renewal with Highway Superintendent Plummer. Highway Superintendent Plummer said that there are some changes this year but he is already doing what the State mandates.

Supervisor Lucia told the board that he had today received paperwork from American Red Cross regarding Office for Domestic Preparedness.

RESOLUTION #243

AUDIT OF CLAIMS

On a motion of Councilman Brown and seconded by Councilman Major, the following resolution was

ADOPTED Ayes 5 Lucia, Brown, Major, Byrnes and Saunders
Nays 0

Resolved that the bills be paid as audited, with any exceptions in the following:

Vouchers For 11/30/06

General Fund/Town Wide – A:

#20061567, 1572-1575, 1578-1579, 1581-1602, 1628, 1634, 1637-1644, 1656-1668, 1681

\$85,922.32

General Fund/Outside Village – B:

#20061568, 1577, 1603-1610, 1629, 1635, 1645-1649, 1669-1674

\$13,473.30

Highway/Town Wide – DA:

#20061611-1612

\$427.40

Highway/Part Town – DB:

#20061569, 1613-1627, 1630, 1650-1655, 1675-1678

\$54,426.48

Fire Protection – SF:

\$0

Street Lighting – SL:

\$0

Sewer/Water – SW:

\$0

Trust & Agency – TA:

#20061570-1571, 1576, 1580, 1631-1633, 1636, 1679, 1680

\$4,742.54

Scenic Train –

\$0

TOWN BOARD

Supervisor Lucia showed John Major changes that he had made in specifications for the protecting of the Depot property.

Councilman Brown asked the Board to pass the Mutual Aid and Assistance Agreement for Disasters and Other Related Emergencies.

RESOLUTION #244

MUTUAL AID AND ASSISTANCE AGREEMENT

FOR DISASTERS AND OTHER RELATED EMERGENCIES

On a motion of Councilman Brown and seconded by Councilman Byrnes, the following resolution was

ADOPTED Ayes 5 Lucia, Brown, Major, Byrnes and Saunders
 Nays 0

Mutual Aid and Assistance Agreement for Disasters and Other Related Emergencies

WHEREAS, the safety of the citizens of the State of New York is of the utmost importance to all levels of state and local government;

WHEREAS, the County of Saratoga and the Town of _____ seek to enter a Mutual Aid and Assistance Agreement in order to provide for the sharing of resources, personnel and equipment in the event of a local disaster or other emergency;

WHEREAS, the State of New York and the Federal Emergency Management Agency (FEMA) have recognized the importance of the concept of written mutual aid agreements between all levels of government to facilitate reimbursement; and

WHEREAS, pursuant to the Constitution of the State of New York, municipalities are allowed to enter into mutual aid and assistance agreements which may include provisions for the furnishing and exchanging of supplies, equipment, facilities, personnel and services during a natural or man-made disaster and/or other emergency; now

THEREFORE, the parties agree as follows:

SECTION I

DEFINITIONS

- A. "Agreement" shall mean this document, the "Intrastate Mutual Aid Agreement for Disasters and Other Emergencies".
- B. "Aid and Assistance" shall include, but not be limited to, personnel, equipment, facilities, services, supplies, and other resources.
- C. "Authorized Representative" shall mean an official of a party to this Agreement who has been authorized in writing by that party pursuant to the terms of this Agreement, to request, offer, or provide assistance under the terms of this Agreement.
- D. "Disaster or other emergency" shall mean the occurrence or imminent threat of widespread or severe damage, injury, loss of life or property resulting from an intentional, accidental or unintended release of any substance in or material in any form or quantity which poses an unreasonable risk to the safety and health and to the property when released, natural incidents, explosions, fires, collapses or any other incident which directly affects public safety.
- E. "Provider" means a party to this Agreement that has received a request to furnish aid and assistance to the party in need ("Recipient").
- F. "Recipient" means a party to this Agreement receiving aid and assistance from another party.

Section II.

OBLIGATIONS OF THE PARTIES

- A. Provision of Aid and Assistance - Pursuant to the terms and conditions set forth in this Agreement, the parties hereto shall provide each other with aid and assistance in the event of a local disaster or emergency. It is mutually understood that each party's foremost responsibility is to its own citizens. This Agreement shall not be construed to impose an absolute obligation on any party to this Agreement to provide aid and assistance pursuant to a request from another party. Accordingly, when aid and assistance have been requested, a party may deem itself unavailable to respond and shall so inform the party setting forth the request.
- B. Procedures for Requesting Assistance - Requests for assistance shall be made by the Authorized Representative of a party to the Authorized Representative of the other party. Such request must indicate that it is made pursuant to this Agreement. Such request may be made by telephone, to be followed as soon as practicable by a written confirmation of that request.

- C. Designation of Authorized Representative – Each party to this Agreement shall designate an Authorized Representative. Such designation shall be communicated, in writing, to the Chief Executive Officer of the other party upon the execution of this Agreement. Such designation may be amended at any time by the Chief Executive Officer of a party upon timely notice.
- D. Traveling Employees – Unless otherwise specified by Recipient or agreed by the parties in writing, it is mutually understood that Recipient will provide for the needs of the Provider's traveling employees. Recipient shall pay for all reasonable out-of-pocket costs and expenses of Provider's personnel, including, without limitation, transportation expenses for travel to and from the disaster area, food and if necessary, lodging. If Recipient cannot provide such food and/or lodging at or near the disaster area, the Recipient shall so advise the Provider, and shall specify in its request for assistance that only personnel who can provide for their own needs are requested.
- E. Supervision and Control – The Provider shall designate supervisory personnel amongst its employees sent to render aid and assistance to the Recipient. Recipient shall provide necessary credentials to the Provider's personnel authorizing them to operate on behalf of the Recipient. Recipient shall assign work tasks to Provider's supervisory personnel, and unless specifically instructed otherwise, Recipient shall have the responsibility for coordination between Provider's supervisory personnel and Recipient. Based upon such assignments set forth by Recipient, Provider's supervisory personnel shall have the authority to:
 1. Assign work and establish work schedules for Provider's personnel;
 2. Maintain daily personnel time records, material records, and a log of equipment hours;
 3. Report work progress to Recipient at regular intervals as specified by Recipient.
- F. Period of Service; Renewability; Recall – Unless agreed otherwise, the duration of the Provider's assistance shall be for an initial period of twenty-four (24) hours, starting from the time of arrival. Thereafter, assistance may be extended in increments agreed upon by the Authorized Representatives of Provider and Recipient. Provider's personnel, equipment and other resources shall remain subject to recall by Provider to provide for its own citizens if circumstances so warrant. Provider shall make a good faith effort to provide at least 8 hours advance notification to Recipient of Provider's intent to terminate such assistance, unless such notice is not practicable, in which case as much notice as is reasonable under the circumstances shall be provided.

SECTION III.

REIMBURSEMENT

- A. Except as otherwise provided below, it is understood that Recipient shall reimburse Provider for the following documents costs and expenses incurred by Provider as a result of extending aid and assistance to Recipient.
 1. Personnel – During the period of assistance, Provider shall continue to pay its employees according to its then prevailing ordinances, rules, regulations and agreements.
 2. Equipment – Provider shall be reimbursed by Recipient for the use of its equipment during the period of assistance according to established FEMA equipment rates.
 3. Material and Supplies – Provider shall be reimbursed for all materials and supplies furnished by it, used, or damaged during the period of assistance. The Recipient shall not be responsible for reimbursing Provider for the costs of any damage caused by gross negligence, willful and wanton misconduct, intentional misuse, or recklessness of Provider's personnel. Provider's personnel shall use reasonable care at all times in the use and control of all materials and supplies used by them during the period of assistance. The measure for reimbursement for materials and supplies shall be determined in accordance with FEMA and New York State reimbursement policies. In the alternative, the parties may agree in writing that Recipient will replace the materials and supplies used or damaged, with materials and supplies of like kind and quality.
- B. Record Keeping – Recipient shall provide information, directions, and assistance for record keeping to Provider's personnel, Provider shall maintain records and invoices for reimbursement.

- C. Billing and Payment – Provider shall send an invoice for reimbursable costs and expenses, together with appropriate documentation as required by Recipient, as soon as practicable after said costs and expenses are incurred, but not later than forty-five (45) days following the period of assistance. Recipient shall pay the bill, or advise of any disputed items, not later than forty-five (45) days following the billing date.
- D. Inspection of Records – Provider agrees that it shall make its records regarding costs and expenses for assistance provided under this Agreement available for audit and inspection upon request by the Recipient, New York State and the federal government, and shall maintain such records for at least seven (7) years after the date of final payment under this Agreement.

SECTION IV.

PROVIDER'S EMPLOYEES

- A. Rights and Privileges - Whenever Provider's employees are rendering aid and assistance pursuant to this Agreement, such employees shall remain the responsibility of the Provider and retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within the geographic limits of the Provider.
- B. Workers' Compensation - Recipient shall not be responsible for reimbursing any amounts paid or due as benefits to Provider's employees due to personal injury or death occurring during the periods of time such employees are engaged in the rendering of aid and assistance under this Agreement. It is mutually understood that Recipient and Provider shall be responsible for payment of such workers' compensation benefits only to their own respective employees.

SECTION V.

NONDISCRIMINATION

In accordance with Article 15 of the Executive Law ("Human Rights Law"), and all other applicable local, State and Federal constitutional, statutory and administrative nondiscrimination provisions, the parties to this Agreement shall not discriminate against any employee or applicant for employment on account of race, creed, color, sex, national origin, disability, Vietnam Era Veteran status or marital status.

SECTION VI.

HOLD HARMLESS

To the extent permitted by law, each party (as Indemnitor) agrees to protect, defend, indemnify, and hold the other party (as Indemnitee), and its offices, employees and agents, free and harmless from and against any and all losses, penalties, damages, assessments, costs, charges, professional fees, and other expenses or liabilities of every kind and nature arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of Indemnitor's negligence, acts, errors and/or omissions. To the extent that immunity does not apply, each party shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry. Each party understands and agrees that any insurance protection obtained shall in no way limit the responsibility to indemnify, keep, and save harmless the other parties to this Agreement.

SECTION VII.

AMENDMENTS

This Agreement may be modified at any time upon the mutual written consent of the parties. Additional municipalities may become parties to this Agreement upon the acceptance and execution of this Agreement.

SECTION VIII.

DURATION OF AGREEMENT

- A. Term – This Agreement shall be for a term of five (5) years from the date of execution by both parties, unless the Agreement is renewed or terminated as set forth in this section.
- B. Renewal – This Agreement may be extended for an additional five (5) year term by written agreement of the parties hereto.
- C. Termination – Any party may terminate this Agreement upon thirty (30) days written notice. A termination shall not affect the obligation of any party to reimburse the other for the costs and expenses of rendering aid and assistance incurred prior to the effective date of termination.

SECTION IX.

HEADINGS

The headings of various sections and subsections of this Agreement have been inserted for convenient reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement.

SECTION X.

SEVERABILITY

Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. In the event that parties to this Agreement have entered into other aid and assistance agreements, those parties agree that, to the extent a request for aid and assistance is made pursuant to this Agreement, those other aid and assistance agreements are superseded by this Agreement,

SECTION XI.

EFFECTIVE DATE

This Agreement shall take effect upon its execution by both parties.

Councilman Brown told the public that the Town has received the Master Plan for Moreau State Park and it is on file in the Supervisor's office.

HIGHWAY

Highway Superintendent Plummer told the board that he had learned the Planning Board had the Town Engineer conduct a compact study of the soil in the roadways of the Morgan Estate Subdivision. Highway Superintendent Plummer said that he thought he should be contacted about anything

regarding roads, in a proposed or approved subdivision, which possibly may be asked to be taken over by the Town. After a discussion the board made the following recommendations be given to the Planning Board Chair Person:

1. That any subdivisions presented to the Planning Board, which may include roads that the Town of Corinth will be asked to take over, must be referred to the Highway Superintendent at the preliminary submission for his concerns.

2. That each subdivision will need to have all the concerns of the Highway Superintendent addressed prior to approval.

CODE ENFORCEMENT

Code Enforcement Officer Mann told the Town Board that the Eagle matter had been on hold due to the fact that Mr. Eagle had filed bankruptcy. He said he was notified by the Town Attorney's office that the judge denied the bankruptcy and the matter was placed back on the court calendar.

Supervisor Lucia told the board that Mr. Eagle had called him regarding the culvert he thought should be placed by his property. Supervisor Lucia stated that Highway Superintendent Plummer had review the matter, look over the drainage on the property and found no need for another culvert.

RESOLUTION #245

ADDITIONAL CULVERT

On a motion of Councilman Major and seconded by Councilman Brown, the following resolution was

ADOPTED Ayes 5 Lucia, Brown, Major, Byrnes and Saunders
Nays 0

WHEREAS, Scott Eagle has requested that another culvert for drainage be placed near his property on Howe Road, and

WHEREAS, Highway Superintendent Harry Plummer has inspected the property and finds no need for an additional culvert.

NOW THEREFORE, BE IT RESOLVED that no action is taken on adding another culvert near the Eagle property on Howe Road due to the fact

that after observation the Town of Corinth Highway Superintendent Plummer does not feel it is necessary at this time.

Code Enforcement Officer Mann told the board that Department of Health had contacted him and requested the number of outside boilers in the Town. He said that upon his inspection at the present time the town has 19.

PUBLIC

Barbara Weatherwax request that everyone pray for Mary Baugh who was seriously injured in a motor vehicle accident and could use everybody's prays.

Mrs. Weatherwax said that the citizens committee continues to depend on the board to hear their requests for a Clean Composting Law to be prepared. She said that neighbors affected by Petruzzo's composting proposal have signed petitions, as well as other citizens. She said they are asking for Prohibition of Trash Industry in Corinth. Mrs. Weatherwax said that Philmet again has said that they intend to go forward with an energy competent and may use the railroad company loophole. She said the citizens request that the Town Board prohibit burning and processing of waste and trash. She said that the citizens feel that the Town Board should move forward and be and take a pro-active stance to be sure that they have done something to prevent the loss of control over the land.

Louise Kirkpatrick spoke to the Town Board regarding the railroad loophole. She said that this has happened in Croton on the Hudson. She said that the citizens group is working with them in their endeavors. She urged the Town Board to be pro-active before this comes to a head.

Yvonne Melville asked the board what stage they were at regarding the changes in the Zoning. Supervisor Lucia told her that another workshop is scheduled for next Thursday. She asked if the Town Board was considering Eminent Domain. Supervisor Lucia told her he could only speak for himself but he didn't think so at the present time. Councilman Saunders said that he agrees with Supervisor Lucia.

RESOLUTION #246

BILL PAYING

On a motion of Councilman Byrnes and seconded by Councilman Saunders, the following resolution was

ADOPTED Ayes 5 Lucia, Brown, Major, Byrnes and Saunders
 Nays 0

RESOLVED that the board adjourns to billing paying.

With no further business, on a motion of Councilman Major and seconded by Councilman Byrnes, the meeting was adjourned at 4:45 PM. Carried unanimously.

Respectfully submitted,

Rose E. Farr, RMC
Town Clerk