

December 13, 2018
 WEB SITE <http://macedontown.net>

The Regular Meeting of the Town Board of the Town of Macedon held December 13, 2018 at the Town Complex, 32 Main Street, in the Town of Macedon was called to order by Supervisor Sandy Pagano at 7:30 p.m.

Pledge of Allegiance.

Upon Roll Call, the following members of the Board were

Present:

Councilperson	David McEwen
Councilperson	David Maul
Councilperson	Paul Kenyon
Councilperson	Bruce Babcock
Supervisor	Sandy Pagano

Absent:

Also Present:

Attorney	David Fulvio
Chief of Police	
Director of EMS	
Town Clerk	Karrie Bowers
Town Engineer	

Guest Speaker

*Laurel House – Keith Rolenaitis, Care Coordinator

***Reports**

*Police report

RESOLUTION NO. 252 (2018) APPROVAL OF REPORT

RESOLVED the report be approved as submitted.

MOTION BY BABCOCK, SECONDED BY MAUL

ROLL CALL VOTE: MCEWEN AYE, MAUL AYE, KENYON ABSENT, BABCOCK AYE, PAGANO AYE,
 MOTION CARRIED

RESOLUTION NO. 253 (2018) APPROVAL OF MINUTES

RESOLVED the Board approves the minutes from the November 8, 2018 (regular meeting)

MOTION BY MCEWEN, SECONDED BY BABCOCK

ROLL CALL VOTE: MCEWEN AYE, MAUL AYE, KENYON ABSENT, BABCOCK AYE, PAGANO AYE,
 MOTION CARRIED

Correspondence

- Letter to the Board from the Macedon Library thanking the Board for the 2019 Budget approval

RESOLUTION NO. 254 (2018) PERSONNEL - HIGHWAY

RESOLVED the Town of Macedon Highway Superintendent is accepting applications for a full time highway employee, and

BE IT FURTHER RESOLVED, the Board authorizes the Town Clerk to advertise in the Town's legal paper. Information regarding skill requirements and work description as well as an application can be obtained from the Town Clerk. Interested candidates can submit a completed application/resume to Karrie Bowers, Macedon Town Clerk, 32 Main Street, Macedon NY 14502 by January 14, 2019.

MOTION BY MAUL, SECONDED BY MCEWEN

ROLL CALL VOTE: MCEWEN AYE, MAUL AYE, KENYON ABSENT, BABCOCK AYE, PAGANO AYE,
 MOTION CARRIED

RESOLUTION NO. 255 (2018) PURCHASE – HIGHWAY EQUIPMENT

RESOLVED the Town of Macedon authorizes the Highway Superintendent to purchase a Volvo ECR235E off State Contract for the cost of \$142,259, with an annual payment of \$31,006.82 over a period of five (5) years and to be expensed from SD9785.600.

MOTION BY MAUL, SECONDED BY BABCOCK

ROLL CALL VOTE: MCEWEN AYE, MAUL AYE, KENYON ABSENT, BABCOCK AYE, PAGANO AYE, MOTION CARRIED

RESOLUTION NO. 256 (2018) POWER AUTHORITY – ENERGY SERVICES PROGRAM MASTER COST RECOVERY AGREEMENT

RESOLVED the Board authorizes the Supervisor to sign the Energy Services Program Master Cost Recovery Agreement pending Attorney approval.

MOTION BY MAUL, SECONDED BY BABCOCK

ROLL CALL VOTE: MCEWEN AYE, MAUL AYE, KENYON ABSENT, BABCOCK AYE, PAGANO AYE, MOTION CARRIED

Councilman Kenyon enters the Board meeting at 8:01pm

RESOLUTION NO. 257 (2018) PERSONNEL - HALVORSEN

BE IT RESOLVED that Ricky B. Halvorsen be hired as a Part-Time Police Officer at the rate of \$25.00 per hour.

MOTION BY KENYON, SECONDED BY MCEWEN

ROLL CALL VOTE: MCEWEN AYE, MAUL AYE, KENYON ABSENT, BABCOCK AYE, PAGANO AYE, MOTION CARRIED

RESOLUTION NO. 258 (2018) ORGANIZATIONAL MEETING SET

RESOLVED the Town Board set the Organizational Meeting for January 3, 2019 at 5:30pm at the Macedon Town Hall.

MOTION BY BABCOCK, SECONDED BY KENYON

ROLL CALL VOTE: MCEWEN AYE, MAUL AYE, KENYON AYE, BABCOCK AYE, PAGANO AYE, MOTION CARRIED

RESOLUTION NO. 259 (2018) SPECIAL USE PERMIT RENEWALS – 2019

RESOLVED upon the recommendation of the Town engineer that the following Special Use Permits are renewed for the calendar year 2019 and will expire December 31, 2019 and that all prior conditions will be met as required in 2018:

- A. E. Y. Enterprises – 1607 Commons Parkway
- A & P Auto Parts – 2384 Creek Road
- AT&T – 2285 Walworth Road
- Abundant Solar Power – 644 Route 31
- Alpco – 846 Macedon Center Road (Route 31F)
- CRH/Stillwater Nursery – 1095 Quaker Road
- Capital Telecom – 2640 West Walworth Road
- County Line Raceway – 311 Route 31
- Crown Atlantic – 1820 Macedon Center Road
- Dezio, Bryan – 1214 Victor Road
- Graf, Mark – 2075 Macedon Center Road
- JT's Drive-In Car Shop – 688 Frey Road
- Lakeview Health Services – 1950 Route 31
- Macedon Landscaping – 1711 Wayneport Road
- Morrison Excavating – 740 Quaker Road
- Morrison, Roger – 2062 Magog Road
- Pal-Mac Service Center – 1910 Route 31
- Prime Development – 1241 Route 31
- Pulcini, Walter – 2461 Quaker Road
- Ricci & Sons Auto Repair & Towing – 665 Route 31F

Rochester Aero Modeling Society – 2529 Macedon Center Road
SBA – 1382 Wilson Road
True North Tractor – 2168-2179 Canandaigua Road
Twilight on the Erie – 1100 Marina Parkway
VanHout, Gerald – 1508 Alderman Road
Wayne County Chapter of NYSARC, Inc. – 927 Victor Road

MOTION BY BABCOCK, SECONDED BY KENYON

ROLL CALL VOTE: MCEWEN AYE, MAUL AYE, KENYON AYE, BABCOCK AYE, PAGANO AYE,
MOTION CARRIED

RESOLUTION NO. 260 (2018) MINING PERMIT RENEWALS – 2019

RESOLVED the Board approve the following Mining Permits subject to any and all requirements deemed necessary by the Town engineer and shall expire December 31, 2019:

AEY – Daansen Road
Dendis Sand & Gravel – Macedon Center & Daansen Roads
Eastern Sand & Gravel – Walworth Road
McPherson, Donald – Route 350
Pulcini, Walter – Quaker Road
Smith, Gregory – Walworth Road

MOTION BY MAUL, SECONDED BY KENYON

ROLL CALL VOTE: MCEWEN AYE, MAUL AYE, KENYON AYE, BABCOCK AYE, PAGANO AYE,
MOTION CARRIED

RESOLUTION NO. 261 (2018) SURPLUS EQUIPMENT – AMBULANCE

RESOLVED the Town Board declares that two (2) Ferno Power Flexx+ stretchers with one Integrated Charging System be surplus and authorizes the Town Clerk to advertise for sealed bids.

MOTION BY MAUL, SECONDED BY KENYON

ROLL CALL VOTE: MCEWEN AYE, MAUL AYE, KENYON AYE, BABCOCK AYE, PAGANO AYE,
MOTION CARRIED

RESOLUTION NO. 262 (2018) INTEGRATED SYSTEMS

RESOLVED the Town Board authorizes the Supervisor to sign contract to purchase 100 hours of IT Service at \$75/hr with Integrated Systems.

MOTION BY MAUL, SECONDED BY KENYON

ROLL CALL VOTE: MCEWEN AYE, MAUL AYE, KENYON AYE, BABCOCK AYE, PAGANO AYE,
MOTION CARRIED

RESOLUTION NO. 263 (2018) 81 MAIN ANNUAL FIRE ALARM MONITORING 2019

RESOLVED the Town Supervisor is authorized to sign the contract with Lantek Security, proposal number 3660 to provide an annual fire alarm inspection at 81 Main Street in the amount of \$390.00 to be expensed from A1620.406

MOTION BY MAUL, SECONDED BY BABCOCK

ROLL CALL VOTE: MCEWEN AYE, MAUL AYE, KENYON AYE, BABCOCK AYE, PAGANO AYE,
MOTION CARRIED

RESOLUTION NO. 264 (2018) 32 MAIN BUILDING RECABLING

RESOLVED the Town Supervisor is authorized to sign the contract with Lantek Security, proposal number 12211 to install new RG6 and Cat6 cable at 32 Main Street in the amount of \$880.46 to be expensed from A1620.404

MOTION BY MAUL, SECONDED BY BABCOCK

ROLL CALL VOTE: MCEWEN AYE, MAUL AYE, KENYON AYE, BABCOCK AYE, PAGANO AYE,
MOTION CARRIED

RESOLUTION NO. 265 (2018) 32 MAIN TOWN HALL NON-PROPRIETARY FIRE PANEL INSTALL

RESOLVED the Town Supervisor is authorized to sign the contract with Davis Ulmer, proposal number FQ18003150000 to install a new non-proprietary fire panel and fire system devices at 32 Main Street in the amount of \$8,980.06 to be expensed from A1620.404

MOTION BY BABCOCK, SECONDED BY MAUL

ROLL CALL VOTE: MCEWEN AYE, MAUL AYE, KENYON AYE, BABCOCK AYE, PAGANO AYE,
MOTION CARRIED

RESOLUTION NO. 266 (2018) 30 MAIN LIBRARY NON-PROPRIETARY FIRE PANEL INSTALL

RESOLVED the Town Supervisor is authorized to sign the contract with Davis Ulmer, proposal number FQ18003150000 to install a new non-proprietary fire panel and fire system devices at 30 Main Street in the amount of \$9,810.00 to be expensed from A1620.405

MOTION BY MAUL, SECONDED BY BABCOCK

ROLL CALL VOTE: MCEWEN AYE, MAUL AYE, KENYON AYE, BABCOCK AYE, PAGANO AYE,
MOTION CARRIED

RESOLUTION NO. 267 (2018) QUAKER ROAD LANDFILL ANNUAL MONITORING CONTRACT 2019

RESOLVED the Town Supervisor is authorized to sign the contract with CHA, proposal number X55946 to perform annual environmental monitoring at the Quaker Road Landfill in the amount of \$9,000.00 to be expensed from A1440.401

MOTION BY MAUL, SECONDED BY BABCOCK

ROLL CALL VOTE: MCEWEN AYE, MAUL AYE, KENYON AYE, BABCOCK AYE, PAGANO AYE,
MOTION CARRIED

RESOLUTION NO. 268 (2018) GIS HOSTING AND MAINTENANCE SERVICES CONTRACT 2019

RESOLVED the Town Supervisor is authorized to sign the contract with Novara, proposal number X56010 to provide GIS System hosting and maintenance services in the amount of \$10,000.00 to be expensed from A8010.402

MOTION BY MAUL, SECONDED BY BABCOCK

ROLL CALL VOTE: MCEWEN AYE, MAUL AYE, KENYON AYE, BABCOCK AYE, PAGANO AYE,
MOTION CARRIED

RESOLUTION NO. 269 (2018) SANITARY SEWER MASTER PLAN – CHA CONTRACT

RESOLVED the Town Supervisor is authorized to sign the contract with CHA, proposal number X52565-P1 to perform Phase 1 of a Town Sewer System Master Plan in the amount of \$67,600.00 to be expensed from SS1-8110.400

MOTION BY MAUL, SECONDED BY BABCOCK

ROLL CALL VOTE: MCEWEN AYE, MAUL AYE, KENYON AYE, BABCOCK AYE, PAGANO AYE,
MOTION CARRIED

RESOLUTION NO. 270 (2018) 32 MAIN TOWN HALL VIDEO CAMERA SYSTEM UPGRADE

RESOLVED the Town Supervisor is authorized to sign the contract with Lantek Security, proposal number 1214 to upgrade the video surveillance system at the Town Hall in the amount of \$8351.15 to be expensed from A1620.404

MOTION BY MAUL, SECONDED BY BABCOCK

ROLL CALL VOTE: MCEWEN AYE, MAUL AYE, KENYON AYE, BABCOCK AYE, PAGANO AYE,
MOTION CARRIED

RESOLUTION NO. 271 (2018) 32 MAIN TOWN HALL 5 YEAR NFPA SPRINKLER SYSTEM TESTING CONTRACT

RESOLVED the Town Supervisor is authorized to sign the contract with Davis Ulmer, proposal number Q18120918 to perform the required 5-Year Sprinkler System testing at the Town Hall in the amount of \$830.00 to be expensed from A1620.404

MOTION BY BABCOCK, SECONDED BY MAUL

ROLL CALL VOTE: MCEWEN AYE, MAUL AYE, KENYON AYE, BABCOCK AYE, PAGANO AYE,
MOTION CARRIED

RESOLUTION NO. 272 (2018) 30 MAIN LIBRARY 5 YEAR NFPA SPRINKLER SYSTEM TESTING CONTRACT

Resolved the Town Supervisor is authorized to sign the contract with Davis Ulmer, proposal number Q1808230059 to perform the required 5-Year Sprinkler System testing at the Town Hall in the amount of \$1,020.00 to be expensed from A1620.405

MOTION BY BABCOCK, SECONDED BY MAUL

ROLL CALL VOTE: MCEWEN AYE, MAUL AYE, KENYON AYE, BABCOCK AYE, PAGANO AYE,
MOTION CARRIED

RESOLUTION NO. 273 (2018) 2067 O'NEIL ROAD HIGHWAY DEPARTMENT 5 YEAR NFPA SPRINKLER SYSTEM TESTING CONTRACT

Resolved the Town Supervisor is authorized to sign the contract with Davis Ulmer, proposal number Q18120918R1 to perform the required 5-Year Sprinkler System testing at the Town Hall in the amount of \$1,250.00 to be expensed from A5132.400

MOTION BY MAUL, SECONDED BY BABCOCK

ROLL CALL VOTE: MCEWEN AYE, MAUL AYE, KENYON AYE, BABCOCK AYE, PAGANO AYE,
MOTION CARRIED

RESOLUTION NO. 274 (2018) MS4 ANNUAL COMPLIANCE SERVICES BME ASSOCIATES 2019

Resolved the Town Supervisor is authorized to sign the contract with BME, dated December 12, 2018 to provide professional engineering services related to MS4 stormwater compliance in the amount of \$15,000.00 to be expensed from A8010.401

MOTION BY BABCOCK, SECONDED BY MAUL

ROLL CALL VOTE: MCEWEN AYE, MAUL AYE, KENYON AYE, BABCOCK AYE, PAGANO AYE,
MOTION CARRIED

RESOLUTION NO. 275 (2018) NYS DOS CREG GRANT STORMWATER FORMER VILLAGE BME CONTRACT

Resolved the Town Supervisor is authorized to sign the contract with BME, dated December 12, 2018 to provide professional engineering services related to MS4 stormwater compliance of former Village areas in the amount of \$14,000.00 to be expensed from CD8097.4E

MOTION BY MAUL, SECONDED BY BABCOCK

ROLL CALL VOTE: MCEWEN AYE, MAUL AYE, KENYON AYE, BABCOCK AYE, PAGANO AYE,
MOTION CARRIED

RESOLUTION NO. 276 (2018) NYS DOS CREG GRANT STORMWATER FORMER VILLAGE CAROLINE KILMER (MWBE) CONTRACT

Resolved the Town Supervisor is authorized to sign the contract with Caroline Kilmer (MWBE), dated October 29, 2018 to provide professional stormwater services related to MS4 stormwater compliance in the amount of \$15,000.00 to be expensed from CD8097.4E

MOTION BY MAUL, SECONDED BY BABCOCK

ROLL CALL VOTE: MCEWEN AYE, MAUL AYE, KENYON AYE, BABCOCK AYE, PAGANO AYE,
MOTION CARRIED

RESOLUTION NO. 277 (2018) 32 MAIN TOWN HALL SECURITY ALARM PANEL

RESOLVED the Town Supervisor is authorized to sign the contract with Lantek Security, proposal number 3652 to install a new security alarm panel in the Town Hall in the amount of \$2,908.60 to be expensed from A1620.404

MOTION BY BABCOCK, SECONDED BY MAUL

ROLL CALL VOTE: MCEWEN AYE, MAUL AYE, KENYON AYE, BABCOCK AYE, PAGANO AYE,
MOTION CARRIED

RESOLUTION NO. 278 (2018) 30 MAIN TOWN LIBRARY SECURITY ALARM PANEL

RESOLVED the Town Supervisor is authorized to sign the contract with Lantek Security, proposal number 2473 to install a new security alarm panel in the Library in the amount of \$2,350.70 to be expensed from A1620.405

MOTION BY BABCOCK, SECONDED BY MAUL

ROLL CALL VOTE: MCEWEN AYE, MAUL AYE, KENYON AYE, BABCOCK AYE, PAGANO AYE, MOTION CARRIED

RESOLUTION NO. 279 (2018) EXECUTIVE SESSION

RESOLVED the Board enters Executive Session at 8:23 p.m. to discuss contractual matters

MOTION BY BABCOCK, SECONDED BY KENYON

ROLL CALL VOTE: MCEWEN AYE, MAUL AYE, KENYON AYE, BABCOCK AYE, PAGANO AYE, MOTION CARRIED

RESOLUTION NO. 280 (2018) WASTE MANAGEMENT CLOSURE / RESTORATION AGREEMENT

RESOLVED the Town of Macedon, a municipal corporation organized under the laws of the State of New York (the "Town").

WHEREAS, WMNY currently owns and operates the High Acres Landfill and Recycling Facility in the Town of Perinton and in the Town which is permitted by the New York Department of Environmental Conservation under Part 360 (the "Landfill"); and

WHEREAS, WMNY owns certain property adjacent to the Landfill which WMNY desires to use for soils and construction material at the Landfill and more commonly known as the "Packard Property"; and WHEREAS, the Packard Property is physically separated from the Landfill by Quaker Road (the "Road") which WMNY will need to cross in order to transport soil and materials from the Packard Property to the Landfill to perform construction at the Landfill; and

WHEREAS, on or about December 8, 2016, WMNY and the Town entered into an agreement (hereinafter "2016 Closure Agreement") whereby the Town agreed to close the Road designated on Exhibit A attached hereto and made a part hereof and permit WMNY, its contractor and subcontractors to safely cross the Road to accommodate such construction; and

WHEREAS, WMNY and the Town desire to continue to close the portion of the Road, as depicted on Exhibit A, for the aforesaid purpose; and

WHEREAS, the Town agrees to continue the Road closure and WMNY agrees to provide certain restoration services in relation to the Road closure in accordance with the terms and conditions set forth herein.

WITNESSETH, that WMNY, for and in consideration of the premises set forth herein and other good and valuable consideration set forth hereunder, the receipt of which 2 is hereby acknowledged, and intending to be legally bound, WMNY and the Town agree as follows.

1. INCORPORATION OF RECITALS. The foregoing recitals and definitions are, by this reference, incorporated into and deemed a part of the terms and conditions of this Agreement.
2. CONTINUATION OF CLOSURE. The Town shall continue to keep the Road closed until June 1, 2019, and provide adequate signage indicating the alternate route to be used during such closure. The Town shall continue to provide sufficient signage and barriers as appropriate to close vehicle and pedestrian access to the Road. The Town shall provide all notices necessary to its constituents and other parties for the closure of the road. WMNY shall continue to study traffic related to the closed Road and provide a copy of its findings to the Town. WMNY and the Town shall meet within one (1) year to evaluate the feasibility of continuing the closure of the Road for a mutually agreeable term, and thereafter, if the Town does not elect to re-open the Road pursuant to Section 3.2.

3. REPAIR AND MAINTENANCE.

3.1. MAINTENANCE AND REPAIR DURING THE CLOSURE PERIOD. WMNY shall, at WMNY's sole cost and expense, keep the closed Road area set forth on Exhibit A in good order, condition and repair for use by WMNY, unless and to the extent that the need for such repairs was caused by the wrongful act or negligence of the Town, in which event, WMNY shall make such repairs and charge the reasonable direct cost thereof to the Town. The maintenance and repair obligation of WMNY hereunder shall specifically include, without limitation, street cleaning, snow and ice removal and roadway repairs necessary to insure safe use of and uninterrupted passage over the Road for vehicles of WMNY and its contractors and subcontractors to have access, ingress and egress to the Landfill and the Packard Property.

3.2 RESTORATION BEFORE REOPENING. Prior to June 1, 2019, WMNY shall be required to repair any damage to the Road caused by WMNY, its contractors and subcontractors and to restore the Road to substantially the same condition it was in prior to the closure and in accordance with the specifications set forth in Exhibit B attached hereto and made a part hereof. In the event WMNY shall fail to timely undertake any required restoration, the Town shall have the right to undertake such restoration. Upon the Town's completion of such restoration to the specifications set forth on Exhibit B, the Town shall provide WMNY with written notice of completion, including documentation evidencing the Town's cost to complete such activities. WMNY shall, within thirty (30) days after such written notice, reimburse the Town for such costs of said restoration.

4. CROSSING POST-RESTORATION AND REOPENING. Any further use of the Road by WMNY to transport soil and materials from the Packard Property to 3 the Landfill to perform additional construction at the Landfill following the restoration and reopening of the Road shall be subject to the terms and conditions set forth in a permit to be issued by the Town of Macedon Highway Superintendent. In the event WMNY desires to continue its soil transportation operation across the Road immediately upon the restoration and reopening of the Road on June 1, 2019, WMNY shall submit all documentation deemed necessary by the Town of Macedon Highway Superintendent in support of its application for a permit on or before April 1, 2019. Said permit shall expire on December 31, 2019 and be subject to annual renewal in accordance with the terms and conditions deemed necessary and appropriate by the Town of Macedon Highway Superintendent.

5. CONSIDERATION. In consideration of the accommodations being made to WMNY in connection with the matters set forth herein, WMNY agrees to compensate the Town in the amount of Twenty Five Thousand Dollars and No/100s (\$25,000), to be paid by WMNY to the Town within ninety (90) days of the date of execution of this agreement.

6. GENERAL TERMS.

6.1. COMPLIANCE WITH LAWS. Each party shall comply with all ordinances, rules, regulations and laws of all public authorities, boards and offices in connection with its use, maintenance or repair, as the case may be, of the Road and its closure.

6.2. INDEMNIFICATION BY WMNY. WMNY shall (a) protect, indemnify, defend, and save and keep harmless the Town against any penalty or damage or charges imposed for any violation of any law or ordinance to the extent it is the result of WMNY's use or occupancy of the Road, whether or not occasioned by the negligence of WMNY; (b) protect, indemnify, defend, and save and keep harmless the Town against all claims, loss, cost, damage or expense to extent that it is the result for any injury or death to any person or property and arising out of and to the extent of WMNY's use or occupancy of the Road; and (c) protect, indemnify, defend, and save and keep harmless the Town against any and all claims, loss, cost, damage, or expense arising to the extent of any failure of WMNY to comply with and perform all the requirements of this Agreement. This indemnity shall not apply to (d) any breach by the Town of its obligations under this Agreement; (e) any claims, loss, cost damage or

expense to the extent that they arise out of or from the actions of the actions or negligent acts of those using the Road without permission of WMNY; or (f) claims, loss, cost, damage or expense arising out of or from any accident or other occurrence on or about the resulting from the Town's negligence or willful misconduct.

6.3. **DEFAULT AND REMEDIES.** If either party fails to perform any of the covenants and conditions of this Agreement to be kept, observed or performed, and such 4 failure shall not have been cured within thirty (30) days after notice and demand, or in the event the default is of such a nature that it cannot be cured within thirty (30) days a party has not taken reasonable steps to cure said default, then, the non-breaching party shall have the right to exercise any and all rights and remedies available to it at law or in equity, including, but not limited to, the right to enjoin a breach or threatened breach of this Agreement in a court of competent jurisdiction.

6.4. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and inure to the benefit of both parties, and their respective successors and assigns.

6.5. **GOVERNING LAW; JURISDICTION; VENUE.** The provisions of this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York, and any civil actions to enforce this Agreement shall be filed in either the United States District Court for the Western District of New York or any State Court having jurisdiction.

6.6. **ENTIRE AGREEMENT; SEVERABILITY; AUTHORITY.** This Agreement constitutes the entire agreement between the Town and WMNY with regard to the Road and the matters set forth herein and supersedes all prior understandings and agreements. If any provision of this Agreement is found to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement will not be affected or impaired. Each party represents to the other that the person signing on its behalf has the legal right and authority to execute, enter into and bind such party to the obligations set forth herein.

MOTION BY KENYON, SECONDED BY MCEWEN

ROLL CALL VOTE: MCEWEN AYE, MAUL AYE, KENYON AYE, BABCOCK AYE, PAGANO AYE,
MOTION CARRIED

RESOLUTION NO. 281 (2018) DEPARTMENT OF PUBLIC WORKS BUILDING

WHEREAS, the roof of the former Village Department of Public Works building located at 135 Main Street is in need of replacement; and

WHEREAS, the Town Engineer estimated that said replacement would cost between \$10,000 to \$35,000; and

WHEREAS, in accordance with Macedon Code 26-7(A), the Town Engineer drafted project specifications and solicited quotations on or about November 7, 2018; and

WHEREAS, after a good faith effort to obtain at least three required written quotations, the Town Engineer received only two written quotations; and

WHEREAS, the Town Engineer advises that Secor is the lowest responsible bidder with a quotation of \$27,960; and

BE IT RESOLVED, the Town Supervisor is hereby authorized to execute a contract with Secor consistent with the above described specifications and quotation, subject to attorney approval.

MOTION BY MAUL, SECONDED BY MCEWEN

ROLL CALL VOTE: MCEWEN AYE, MAUL AYE, KENYON AYE, BABCOCK AYE, PAGANO AYE,
MOTION CARRIED

<u>ABSTRACT NO. 22</u>	<u>REGULAR BILLS</u>
2018 # 2049-2092	\$306,000.61
2018 #2093-2249	\$234,840.69
2018 HB 8	\$ 2,502.70
2018 TA90-102	<u>\$ 3,278.71</u>
	\$546,622.71

RESOLUTION NO. 282 (2018) PAYMENT OF CLAIMS

RESOLVED the bills be paid as audited

MOTION BY MAUL, SECONDED BY MCEWEN

ROLL CALL VOTE: MCEWEN AYE, MAUL AYE, KENYON AYE, BABCOCK AYE, PAGANO AYE,
MOTION CARRIED

MOTION BY BABCOCK, SECONDED BY MAUL THE MEETING BE ADJOURNED AT 9:47 PM.

Karrie Bowers, Macedon Town Clerk