

A regular meeting of the Malone Town Board was held Wednesday April 14, 2010 at the Malone Town Offices, 27 Airport Road, Malone, New York, commencing at 6:00pm, and preceded by a Public Hearing at 5:30pm and a Town IDA meeting at 5:45pm.

PRESENT: Supervisor Howard Maneely
 Councilor Louise Taylor
 Councilor John Sullivan
 Councilor Mary Scharf

ABSENT: Deputy Supervisor Paul Walbridge

ALSO PRESENT: Susan Hafter, Town Clerk
 Andrea Stewart, Budget Officer/Bookkeeper
 Lillian-Anderson Duffy, Town Attorney
 Mark Besio, Highway Clerk

Robert Cicco, Pittsburg, PA Nicole Douglass, Burke
 Jeremy Kourefsky Darcy Fargo, Malone Telegram
 Cheryl Douglas, Malone

Public Hearing Re:CDBG grant application

At 5:31 pm, with notice provided and read aloud, Supervisor Maneely opened a Public Hearing for the purpose of gathering public input in regard to the proposed application by the Town of Malone for CDBG housing rehabilitation grant funding. The Supervisor asked for comments or questions from the public and board members. As there were no comments by 5:45pm, the Supervisor left the hearing open through the IDA Meeting

At 5:58pm, there being no comments by the public or board members, the Supervisor closed the Public Hearing.

At 6:00pm Supervisor Maneely called the meeting to order with a Pledge to the Flag.

MOMENT OF SILENCE: Supervisor Maneely called for a moment of silence and remembrance in honor of Frank Purdy a long time member and chairman of the Town Board of Variance and Appeals, who recently passed away.

ADDRESS TO BOARD:

Robert Cicco, a representative from the Oxford Group addressed the Board regarding the new Border Patrol building, to be built on Rt. 11 East in the Town of Malone. Mr. Cicco distributed drawings and plans for the new building that will be triple the size of the current. The Oxford Group will own the building and lease it to the Border Patrol and the property will remain on the tax roll. The Board thanked Mr. Cicco for his presentation and welcomed the new facility to Malone.

MINUTES & REPORTS:

The minutes of the meeting of March 14th 2010 were waived as they are incomplete.

* On the motion of Councilor Taylor with a second thereto by Councilor Sullivan to accept the following reports as presented and place on file:

Airport Manager – 3/2010

Code Officer – 3/2010

Supt. of Highways – 3/2010

Town Clerk/Registrar – 3/2010

CARRIED WITH ALL MEMBERS PRESENT VOTING IN FAVOR (4-0).**OLD BUSINESS:**

Sand & Gravel Bids - Town Clerk Hafter presented the bid results for sand & gravel, opened earlier today, as follows: From: **Titus Mountain** – sand & gravel, Option #1 @ **\$2.05 per yard**

H. & C. Robinson - sand, Option #1 @ **\$4.49 per yard**

Legton, Inc. – sand, Option #1 @ \$1.49 per yard; sand, Option #2 @ \$4.49 per yard
gravel, Option #1 @ \$1.47 per yard; gravel, Option #2 @ \$ 5.55 per yard

The bid results were given to the Highway Superintendent and committee for review.

Obsolete Vehicles and Equipment – Town Clerk Hafter presented the bid results for obsolete vehicles and equipment, opened earlier today, as follows:

Lot#1 Francis Helm - @ \$4,250.00 Lot#2 Francis Helm - @ \$ 452.00

04/14/2010

Lot #3 Bruce Mallette-	@ \$ 253.77	Lot #4 Bruce Mallette -	@ \$ 477.00
		Francis Helm	@ \$ 501.00
Lot #5 Mark LaMondie -	@ \$ 285.00	Lot #6 Mark LaMondie -	@ \$ 238.00
Francis Helm -	@ \$ 1402.00	Francis Helm -	@ \$ 290.00
Lot #7 No Bids		Lot #8 No Bids	
Lot #9 Rick Marshall -	@ \$ 55.00		
Scott King -	@ \$ 21.50		

* On the motion of Councilor Sullivan with a second thereto by councilor Taylor to award the obsolete vehicles to the highest bidders for each lot, with lots #7 & 8 to be given along with Lot #1, is desired by the awarded bidder.

CARRIED WITH ALL MEMBERS PRESENT VOTING IN FAVOR (4-0).**SUPERVISOR REPORTS:**

Adirondack Farmers Market – the 2010 schedule for Farmers' Market at the Town Pavilion will be Wednesdays from June 16 through October 13th from 12 noon – 4pm.

CDBG/Housing Grant –

*On the motion of Councilor Scharf with a second thereto by Councilor Sullivan:

Resolution #28-2010

*Authorizing Submission of a Grant Application to the
New York State Community Development Block Grant
Office of Community Renewal 2010 Competitive Round*

WHEREAS, the Town of Malone is determined to promote community and economic development in the Town;

WHEREAS, the Town of Malone has identified housing rehabilitation as one of its most critical community development needs at the present time; and

WHEREAS, the only affordable means to secure funding to address the Town's housing rehabilitation needs is through the Community Development Block Grant Office of Community Renewal Program; and

WHEREAS, the Town of Malone is an eligible applicant under the Community Development Block Grant Office of Community Renewal Program and is thus eligible for financial assistance; and

WHEREAS, the application for said grant assistance requires the submission of certifications along with and as part of said application;

NOW, THEREFORE, BE IT RESOLVED, by the Town Board, being the governing body thereof, that Howard Maneely, Town Supervisor, is hereby authorized and directed to:

1. Sign and submit a single-purpose application for \$400,000 to the NYS Office of Community Renewal for a housing rehabilitation program;
2. Act as authorized representative of the Town of Malone in connection with the submission of the application; and
3. Provide such additional information as may be requested.

CARRIED WITH ALL MEMBERS PRESENT VOTING IN FAVOR (4-0).

MEDCO –

*On the motion of Councilor Taylor with a second thereto by Councilor Scharf:

Resolution #29-2010

WHEREAS, Town has received Federal grant assistance in the amount of \$200,000 from the New York State Housing Trust Fund Corporation, represented by the Office of Community Renewal, through the Program Year 2010 Community Development Block Grant (CDBG) program for the purpose of establishing and implementing a microenterprise assistance program; and

WHEREAS, MEDCO has the capacity to administer the use of such CDBG funding in the best interests of Town,

04/14/2010

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties do mutually agree as follows:

Section 1. Definitions

Unless specifically provided otherwise or the context otherwise requires, when used in this Agreement: "Act" means Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 *et seq.*). "Application" means Town's Program Year 2010 CDBG application to the State of New York titled Town of Malone 2010 CDBG Open Round Grant, Microenterprise Grant Program, and which is incorporated herein and made a part hereof. "CDBG" means Community Development Block Grant, a program of the United States Department of Housing and Urban Development and administered by the New York State Housing Trust Fund Corporation, represented by the Office of Community Renewal. "CDBG Funds" means Community Development Block Grant funds, including funds in the form of grant or loans under 24 CFR Part 570, Subpart I and Program Income as defined at

24 CFR 570.489(e). "HTFC" means the New York State Housing Trust Fund Corporation. 2010 Subrecipient Agreement between Town of Malone and MEDCO "HUD" means the United States Department of Housing and Urban Development. "Microenterprise Program" means a program which includes technical assistance, instruction and grants to assist businesses with five or fewer employees, one or more of which is the owner. The Microenterprise Program is more particularly described in Exhibit "A" to this Agreement. "New York State CDBG Agreement" means the agreement between the New York State Housing Trust Fund Corporation and Town of Malone, New York respecting the award of Program Year 2010 CDBG Funds. "Program Income" means gross income received by MEDCO which is directly generated from the use of CDBG Funds and which is further defined and described at 24 CFR 570.489(e).

Section 2. Statement of Work

2.1 MEDCO during the term of this agreement shall make its best efforts to effect Town's Microenterprise Program in a manner consistent with the Application. Such efforts shall include the following: (a) Obtain all State and Federal approvals and clearances required for project implementation; (b) Conduct marketing and outreach activities for the program including advertising, public forums, and direct outreach; (c) Perform business assessment and capacity/skills assessments for existing businesses and prospective entrepreneurs; (d) Implement entrepreneurial classroom training; (e) Provide technical assistance for the development of business plans; (f) Establish and administer a grant program to provide capital for existing or start-up microenterprises; (g) Provide continuing technical assistance to grant recipients and other program participants as appropriate; (h) Perform general administrative activities for implementation of the CDBG program; (i) Complete the implementation of the Microenterprise Program within 24 months from the date of award of the Town of Malone's 2009 CDBG Open Round Grant Microenterprise application; and (j) Maintain written documentation of all activities performed under this Section 2010 Subrecipient Agreement between Town of Malone and MEDCO.

2.2 MEDCO shall develop appropriate forms and systems for the reporting and documentation of project costs, benefit to low and moderate income persons, and all other information required to be maintained pursuant to the rules, regulations, and policies of the CDBG program.

2.3 For all activities undertaken by MEDCO with CDBG Funds pursuant to this Agreement, MEDCO shall procure appropriate documentation required pursuant to the rules, regulations, and policies of the CDBG program.

2.4 All activities undertaken by MEDCO with CDBG Funds pursuant to this Agreement shall be eligible activities pursuant to Section 105(a) of the Act and the implementing regulations at 24 CFR Part 570, Subpart I.

2.5 In accomplishing the Statement of Work as described in this Section 2, MEDCO may use staff and/or contracted services. To the extent that contracted services are used, such use shall be in accordance with the provisions of OMB Circular A-110 and 24 CFR Part 84, as applicable, and the procurement provisions at 24 CFR 570.489(g).

Section 3. Disbursements of CDBG Funds

Town shall provide CDBG funds to MEDCO in an amount not to exceed \$200,000 in the performance of the terms of this Agreement, said amount to be disbursed in the following manner:

3.1 MEDCO may requisition Town to draw the required amount of CDBG Funds from its CDBG account to reimburse costs incurred for eligible costs included in Section 3.2. Town shall be responsible for affecting such drawdowns of CDBG Funds in a timely manner upon requisition by MEDCO. Funds will be drawn and monies will be transferred by Town to MEDCO at such time as MEDCO presents a voucher to Town which specifies the costs incurred and represents that appropriate documentation of such costs is being maintained by MEDCO.

3.2 MEDCO may use CDBG Funds to pay the following costs: (a) All third party costs incurred by MEDCO in accomplishing the scope of work described in Section 2.1 of this Agreement, and which are related to the implementation of the Microenterprise Program; (b) All third party costs incurred by MEDCO in accomplishing activities implemented pursuant to Section 2.2 of this Agreement; and (c) Program implementation, general administrative, and program delivery costs incurred by

04/14/2010

MEDCO which represent eligible CDBG program costs pursuant to 24 CFR Part 570 and which are consistent with the Statement of Work as described in Section 2 of this Agreement. Such costs must be necessary, reasonable, and directly related to the work 2010 Subrecipient Agreement between Town of Malone and MEDCO performed in accordance with this Agreement. For the reimbursement of such costs, the following shall apply: (i) Direct costs of MEDCO must be documented by timesheets, invoices, or other appropriate information to evidence the nature of the cost. Such costs may include, but are not limited to employee salaries, benefits, and other compensation at rates not to exceed those paid by MEDCO for work not provided pursuant to his Agreement; and actual costs of materials, equipment, bonding, insurance, and services incurred by MEDCO; (ii) Indirect costs of MEDCO may be reimbursed only where a written plan for the charging of such costs has been approved by HUD. Such costs are those which are charged as a percentage of direct costs and may include occupancy and equipment costs (including depreciation), maintenance, repair, and similar costs which are to be charged on a prorated basis; and (iii) All costs charged by MEDCO pursuant to this Section 3.3(c) shall be consistent with the provisions of OMB Circular A-122, "Cost Principles for Nonprofit Organizations". 3.4 Notwithstanding any other provision of this Agreement, Town shall not be obligated to reimburse MEDCO for any costs incurred pursuant to this Agreement which are in excess of, or inconsistent with, CDBG amounts approved by HTFC for implementation of the Microenterprise Program.

Section 4. Financial Management

4.1 MEDCO shall comply with OMB Circular A-110 "Standards for Financial Management Systems", Attachment F, subparagraphs 2a. through 2d., 2f., and 2g. 4.2 MEDCO shall comply with the audit requirements of OMB Circular A-133, "Audits of Institutions of Higher Education and Other Nonprofit Institutions". 4.3 Where costs incurred by MEDCO are to be paid with CDBG Funds, such costs shall be charged in conformance to OMB Circular A-122, "Cost Principles for Nonprofit Organizations". 4.4 MEDCO shall comply with all financial management requirements applicable to CDBG subrecipients set forth at 24 CFR Part 570, Subpart I. 4.5 MEDCO shall comply with all financial management requirements established by HTFC for the use of CDBG Funds by subrecipients.

Section 5. Uniform Administrative Requirements 5.1 MEDCO shall comply with the uniform administrative requirements for subrecipients set forth at 24 CFR 570.502. 2010 Subrecipient Agreement between Town of Malone and MEDCO 5.2 MEDCO shall comply with all program administrative requirements established by HTFC for the use of CDBG Funds by subrecipients.

Section 6. Other Program Requirements

6.1 For all CDBG activities undertaken by MEDCO pursuant to this Agreement, MEDCO shall comply with all of the Federal and State laws including provisions of 24 CFR Part 52 and regulations set forth in the New York State CDBG Agreement.

Section 7. Records to be Maintained 7.1 MEDCO shall maintain records and data in accordance with requirements prescribed by HUD with respect to all matters and services covered by this Agreement. Such maintenance shall include, but not be limited to, that established by the State of New York pursuant to 24 CFR 570.490, but only to the extent that the records and data cited therein can reasonably be obtained by MEDCO in its capacity as a subrecipient of CDBG Funds. 7.2 MEDCO shall retain all required records which are directly pertinent to this Agreement for a period of time consistent with the requirements of 24 CFR 570.490(d). All such records shall be

the property of the Town and shall be kept at the Town offices for purposes of monitoring visits with staff from the Office of Community Renewal.

Section 8. Reports and Information

8.1 At such time and in such forms as HUD, New York State, HTFC, or Town directs, statements, records, reports, data and information required by HUD, New York State, HTFC, or Town pertaining to matters and services covered by this Agreement shall be submitted to Town by MEDCO.

Section 9. Inspection of Records

9.1 At any time during normal business hours and as often as Town may deem necessary, MEDCO shall make available to Town all of its records with respect to matters covered by this Agreement, and MEDCO shall permit Town to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, reports of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

04/14/2010

Section 10. Assignment by MEDCO

2010 Subrecipient Agreement between Town of Malone and MEDCO 10.1 MEDCO represents that its rights, obligations and duties under this Agreement shall not be assigned in whole or in part without the prior written consent of Town.

Section 11. Program Income

11.1 Except as otherwise provided by this Agreement or by any other written agreement between the parties, any Program Income which is received by MEDCO shall be retained by MEDCO and used to fund activities which are consistent with the eligibility requirements at 24 CFR Part 570, Subpart I, all other applicable provisions at 24 CFR Part 570, and the provisions of Section 11.2 of this Agreement. The disposition of Program Income received by MEDCO shall be in accordance with the provisions of 24 CFR 570.489(e), and all provisions of this Agreement shall apply to expenditures and activities undertaken with Program Income funds. 11.2 MEDCO must use Program Income generated by the use of CDBG Funds to further implement the Microenterprise Program activities set forth at Section 2.1 of this Agreement. Such activities shall meet all eligibility requirements of the CDBG program. Deviations for the use of program income from CDBG approved projects other than the Microenterprise Program shall be subject to mutual agreement by both parties. 11.3 Town reserves the right to require remittance of all or part of any Program Income balance(s) generated CDBG funded activities of the Microenterprise Program and held by MEDCO at the end of the program year, excluding balances for immediate cash needs, cash balances of a revolving loan fund, or cash balances from a lump sum drawdown.

Section 12. Suspension or Termination of Agreement

12.1 This Agreement may be terminated by either party at any time without cause to be effected by written notification. 12.2 Upon a termination of this Agreement, MEDCO shall not henceforth obligate or expend CDBG Funds, except that for a period of thirty (30) days following the effective date of termination, MEDCO may obligate CDBG Funds, and Town shall be obligated to pay from CDBG Funds, the normal operating costs of MEDCO which represent eligible CDBG costs pursuant to this Agreement and which are defined as follows: (a) Salaries, fringes, and other employee compensation at the rates in effect fourteen (14) days prior to the termination

date; (b) Costs of goods and services pursuant to contracts executed by MEDCO prior to the termination date; (c) Rent, utilities, and related occupancy costs; and (d) Other reasonable operating costs which are incurred in the normal course of business. 2010 Subrecipient Agreement between Town of Malone and MEDCO Page 8 of 11 12.3 Upon a termination of this Agreement, Town shall be obligated to pay from CDBG Funds costs resulting from any obligations of CDBG Funds made by MEDCO pursuant to this Agreement prior to the date of termination.

Section 13. Reversion of Assets

13.1 Upon termination of this Agreement, MEDCO shall transfer to Town any CDBG Funds on hand and any accounts receivable attributable to the use of CDBG Funds. Such transfer of CDBG Funds and accounts receivable shall be made no later than five (5) business days after the termination date. Any real property under MEDCO's control that was acquired or improved in whole or in part with CDBG Funds in excess of \$25,000 shall be either: (a) Used to meet one of the national objectives in 24 CFR 570.208 until at least five years after the expiration of this Agreement; or (b) If the use of the property ceases to conform to the provisions of Section 13.1(a) of this Agreement prior to the expiration of the five-year period, MEDCO shall pay to Town an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG Funds for acquisition of, or improvement to, the property. Such payment shall be made in full no later than one hundred eighty (180) calendar days after the date that the use of the property ceases to conform to the provisions of Section 13.1(a) of this Agreement. MEDCO shall have the alternative option of selling the property at an arm's length transaction with the net proceeds of the sale to revert back to the loan fund.

13.2 Upon termination of this Agreement, MEDCO shall transfer to Town any furnishings, fixtures, and equipment in MEDCO direct possession purchased in whole with CDBG Funds or provide to the Town the proceeds from the commercially reasonable sale of these assets. Such transfer shall be made no later than five (5) business days after the termination date and shall be made at Town's expense in a manner prescribed by Town. For furnishings, fixtures, and equipment purchased in part with CDBG funds, MEDCO shall pay to Town an amount equal to the fair market value of such furnishings, fixtures, and equipment at the time of termination, less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of such assets. Such payment shall be made by MEDCO no later than thirty (30) calendar days after the termination date.

Section 14. Additional Provisions of Law to be Complied With 14.1 MEDCO agrees to comply with applicable State and local laws, rules and regulations in the performance of this Agreement
04/14/2010

14.2 With respect to MEDCO's compliance with the rules, regulations, and requirements of HUD, New York State, and HTFC specified herein, MEDCO also agrees to comply with any future revisions to such rules, regulations, and requirements as may be applicable. 2010 Subrecipient Agreement between Town of Malone and MEDCO

Section 15. Term of Agreement

15.1 This Agreement shall become effective as of the date first above written.

15.2 This Agreement may be terminated by either party at any time without cause to be effected by written notification. 15.3 This Agreement shall terminate no later than December 31, 2013 unless extended by mutual consent of both parties by either party providing 60 days notice to the other party prior to termination date.

Section 16. Supersedure of Prior Agreements

16.1 This Agreement shall supersede all prior agreements both written and oral between the parties respecting the use of CDBG Funds.

Section 17. Amendments

17.1 This Agreement may be amended only by the mutual written consent of Town and MEDCO.

Section 18. Notices

18.1 Any action, notice, or request taken, given, or made by the Town of Malone Supervisor (or such other person or persons as Town may, by written notice to MEDCO, designate for such purpose) to MEDCO hereunder shall be deemed to be duly and properly given or made if mailed, postage prepaid, to: Malone Economic Development Corporation, Inc., 16 Elm Street, Malone, New York 12953, or delivered personally to MEDCO. Any action, notice, or request taken, given, or made by the Malone Economic Development Corporation, Inc. (or such other person or persons as MEDCO may, by written notice to Town, designate for such purpose) to Town hereunder shall be deemed to be duly and properly given or made if mailed, postage prepaid, to: Town Supervisor, 27 Airport Road, Malone, New York 12953, or delivered personally to Town.

Section 19. Liability Insurance

MEDCO agrees to provide proof of General Liability Insurance to the Town. It is understood that MEDCO now carries one million dollars per occurrence, three million dollars aggregate. Town of Malone will be named as additional insured on the policy. Policy will be submitted to Town and any updates or changes in endorsements will be immediately forwarded to the Town.

Section 20. Hold Harmless

MEDCO agrees to hold harmless and indemnify Town and HTFC from any and all costs, 2010 Subrecipient Agreement between Town of Malone and MEDCO expenses, damages and claims that may arise from MEDCO' direct actions or negligence in their performance of this agreement, including but not limited to personal injury, death and property damage. All contracts shall contain a provision indemnifying the Housing Trust Fund Corporation, its agents and employees, from and against any and all claims, actions, damages, losses, expenses and costs of every nature and, including reasonable attorney's fees, incurred by or assessed or imposed against the Housing Trust Fund Corporation, to the fullest extent permitted by law, arising out of the project being funded with NYS CDBG funds.

Section 21. Reports

MEDCO will prepare and forward to Town a periodic report at a frequency requested by the Town that will not exceed twelve reports per program year detailing the status of all program activities and all financial commitments and expenditures compared to the current approved budget for those activities.

CARRIED WITH ALL MEMBERS PRESENT VOTING IN FAVOR (4-0).

Appointment –

* On the motion of Supervisor Maneely with a second thereto by Councilor Taylor to appoint Craig LaVigne, currently an alternate to the Variance Board, to a full position on that board for a term to expire 11/18/2014, which was left vacant due to the death of Frank Purdy.

CARRIED WITH ALL MEMBERS PRESENT VOTING IN FAVOR (4-0).

Great American – Supervisor Maneely reported that power and water service have been

restored to the site of the former Great American supermarket, in preparation of demolition.
Asbestos abatement is scheduled to begin Monday, April 19th.

04/14/2010

SUPERINTENDENT OF HIGHWAYS REPORT:

Superintendent Shanty reported the men are working at spring clean-up and brushing of roads; cold-patching and fixing wash-outs, culverts and curbing. The dirt roads are being graded, with the Superintendent's "secret formula" of stone dust and crusher run, which should help reduce the number of stones thrown onto lawns.

CORRESPONDENCE:

- from **John Tubbs, County IDA Director** – pertaining to a series of public meetings, to highlight IDA and County Tourism activities and/or functions

-from **Franklin County Youth Bureau** - information regarding the merge with Social Service Dept., and 2010 state aid information

-from **St. Lawrence Gas Co.** - pertaining to the Norfolk to Chateaugay Natural Gas Transmission Project – a digital CD Rom of the Application for a Certificate of Compatibility and Public need with the Public Service(documents are at the Wead Library for public viewing)

- from **Malone Golden Age Club** – letter of thanks for 2010 funding

- from **Time Warner Cable** – (for board information) the list of networks and programmer additions/deletions/relocations, as per notices sent to all subscribers

NEW BUSINESS:

Retirement Information - New State reporting regulations & procedures for standard work day & retirement purposes has changed. A Town Board resolution will be required later this year to adopt the new regulations.

EXECUTIVE SESSION:

* At 6:30pm, on the motion of Supervisor Maneely with a second thereto by Councilor Taylor that the Board enter into Executive Session to discuss a personnel matter, with all Board Members and the Town Attorney to be in attendance.

CARRIED WITH ALL MEMBERS PRESENT VOTING IN FAVOR (4-0).

At 6:55pm, the Executive Session ended with no action taken and the Regular Meeting resumed.

BILLS FOR AUDIT & PAYMENT:

* On the motion of Councilor Taylor with a second thereto by Councilor Scharf, that the following bills, vouchers # 286 -355, having been audited, be paid:

General Fund	\$ 23,321.57
Part Town General Fund	107.23
Trust & Agency	28,290.26
Chips Fund	12,875.32
Airport Capital Project	64,834.41

East Side Water	265.54
West Side Water	2,029.09
Highway DA	4,471.58
Highway DB	<u>21,599.66</u>
	\$157,794.66

CARRIED WITH ALL MEMBERS PRESENT VOTING IN FAVOR (4-0).

ADJOURN:

* At 6:57pm, on the motion of Councilor Taylor with a second thereto by Councilor Scharf there being no further business to come before the Board, that it duly adjourn, with the next regular meeting to be held on Wednesday, April 28th 2010, commencing at 6:00pm

CARRIED WITH ALL MEMBERS PRESENT VOTING IN FAVOR (4-0).

Respectfully submitted,

Susan M. Hafter, Town Clerk

April 20, 2010