

Village of Lansing

MINUTES of a meeting of the Board of Trustees of the Village of Lansing held on Monday, March 24, 2008, in the Village Office.

Present: Mayor Donald Hartill; Trustees, Larry Fresinski, Lynn Leopold, John O'Neill and Frank Moore; Clerk/Treasurer Jodi Dake.

Mayor Hartill called the meeting to order at 7:36 P.M. and opened the public comment period. There were no comments.

Motion-To Close the Public Comment Period

Trustee Fresinski moved to close the public comment period. Trustee Leopold seconded the motion. A vote was taken:

Mayor Donald Hartill-Aye
Trustee Frank Moore-Aye
Trustee John O'Neill-Aye

Trustee Larry Fresinski -Aye
trustee Lynn Leopold-Aye

Next on the agenda was the engineer's report. Due to our meeting date being changed and a prior commitment, Dave Putnam was unable to attend. Don stated that he spoke with Dave this morning and would give the Board an update during Mayor's Comments.

Don stated that Ben has requested a Temporary Certificate of Compliance for Dr. Bonniwell's Oral & Maxillofacial Surgery office at 2377 North Triphammer Road. Ned Hickey was present to address his concerns. Ned explained that this building is next to Colonial Vet. Because of the distance from the rear lot line to the building, Dr. Bonniwell had to receive a variance. He received a variance that required him to do landscaping. Ned would like to see more landscaping and a comprehensive landscaping plan. Don suggested that a condition of appropriate screening determined by Ben Curtis be part of the resolution. Larry feels we need to stay consistent with a buffer that has zero visibility from a business to a residential area.

Frank asked why the parking wasn't consistent with the other properties and located in the rear. Ned stated that this property was grandfathered in. Dr. Bonniwell has built up the side yard and added handicap parking on the side of the building so that patients don't have to climb stairs.

There is a drainage area behind this property that services St. Joseph Lane, Colonial Vet and this property. There is a trail through there, but it is not finished yet. David Fernandez of Cayuga Landscape is doing the Colonial Vet planting and is not done yet.

Ben had prepared a memo to the Trustees stating that the construction of Dr. Bonniwell's Oral &

Maxillofacial Surgery office at 2377 North Triphammer Road is nearing completion. Dr. Bonniwell would like to occupy the building as soon as possible to get his business underway. Life safety components for the building have been or will be complete and operational prior to issuance of a TCC. A significant amount of work, primarily of a cosmetic nature, will remain to be done. The landscaping and the final grading and reestablishment of ground cover will have to wait until spring as well as the stucco coating and paving and striping. Interim storm water runoff protection sufficient to prevent adverse impact to adjoining properties, however, will remain in place.

Based on the above, Ben's memo recommended that the Trustees authorize a Temporary Certificate of Compliance for Dr. Bonniwell's Oral & Maxillofacial Surgery office at 2377 North Triphammer Road, which would expire June 30, 2008.

Ben's memo further indicated that work on this project has proceeded smoothly and the owner has generally met or exceeded the requirements of the Village. In the interests of consistency, however, he recommended that a nominal security of \$4,000 be required to be placed on deposit with the Village pending completion of the work and issuance of a Final Certificate of Compliance.

As always, issuance of the Temporary Certificate will be contingent upon satisfaction of all other code and life safety issues.

Resolution #5429-Authorize the Code & Zoning Officer to Issue a Temporary Certificate of Compliance for Dr. Bonniwell's Oral & Maxillofacial Surgery Office at 2377 North Triphammer Road, Subject to Submitting a Comprehensive Landscape Plan to the Code & Zoning Officer which is Consistent with the Intent of the Village of Lansing Zoning Law showing Appropriate Screening, which TCC would expire June 30, 2008 and would require a Security Deposit of \$4,000

Trustee Leopold moved this resolution. Trustee Fresinski seconded the motion. A vote was taken:

Mayor Donald Hartill-Aye
Trustee Frank Moore-Aye
Trustee John O'Neill-Aye

Trustee Larry Fresinski -Aye
trustee Lynn Leopold-Aye

Mayor Hartill entertained the following motion:

Motion - To Approve the Minutes from March 3, 2008.

Trustee Moore moved that the draft meeting notes, as reviewed and revised by the Clerk/Treasurer and the Board, are hereby adopted as the official minutes. Trustee Fresinski seconded the motion. A vote was taken:

Mayor Donald Hartill-Aye
Trustee Frank Moore-Aye
Trustee John O'Neill-Abstain

Trustee Larry Fresinski -Aye
Trustee Lynn Leopold-Abstain

Motion - To Approve the Minutes from March 13, 2008.

Trustee Leopold moved that the draft meeting notes, as reviewed and revised by the Clerk/Treasurer and the Board, are hereby adopted as the official minutes. Trustee O'Neill seconded the motion. A vote was taken:

Mayor Donald Hartill-Aye
Trustee Frank Moore-Aye
Trustee John O'Neill-Aye

Trustee Larry Fresinski -Aye
Trustee Lynn Leopold-Aye

The next item on the agenda was to consider an Agreement related to the Bolton Estate Subdivision and compliance with the conditions of approval for the subdivision final plat. The Board has been given a copy of the final Agreement for its review and action. David Dubow had emailed Jodi & Don last week and stated that in conjunction with the Letter of Credit approval that the Board acted upon at their meeting on Thursday, March 13, he was submitting for the Board's approval an Agreement relating to the Letter of Credit and various other conditions attached to the Planning Board's final subdivision plat approval. David had previously e-mailed the proposed Agreement to the attorney for the Subdivision and the attorney and David have spoken concerning arrangements for its execution. Dubow hoped that the Board could review this matter tonight and consider its approval of the Agreement, including granting Don the authorization to sign it on behalf of the Village.

Mayor Hartill stated that this situation dates back to before the Village was formed. When Lucy Bolton agreed to let SCLIWC install a pump at the lake there was a stipulation that the Town of Lansing would construct a road down to the pump plant. In the meantime, the Village of Lansing was formed. Our road standards are much higher than those of the Town. A dispute arose as to the road construction obligation and litigation was commenced, after which the parties involved entered into a Stipulation and Settlement Agreement providing for the construction of a road by SCLIWC and various related terms and provisions. As part of the litigation there are a series of deadlines that must be met, one of which involves written notice to SCLIWC to construct the new road. The road construction issue is intertwined with the Village Planning Board's approval of the subdivision, compliance with the conditions attached to that approval, and the signing of the final plat by Ned Hickey as Planning Board Chairman. There is another deadline related to the commencement of the road construction, but the subdivision developer has indicated a willingness to relax that deadline to accommodate design and possible competitive bid requirements. Don explained that this has been a long complicated path with not a lot of alternatives. Lynn asked if Ned has room to alter the plat before signing. There are still negotiations going on. Lynn stated that she and John Courtney went through the Lighting Plan and were not satisfied yet. John maintains that there is insufficient lighting around the ring road. The Town of Ithaca will be the designated party for SCLIWC with respect to this project. The developer will transfer the necessary land to the Town, as designee for SCLIW, for

purposes of having the road constructed, and upon completion of the road to Village specifications, the road will then be dedicated and conveyed to the Village.

It was further explained that there was a meeting last Friday, at the Village office with various Bolton Estate Subdivision representatives as well as David, Ben Curtis and Brent Cross. They addressed issues that need to be taken care of prior to the final subdivision plat being signed by Ned on behalf of the Planning Board. All of this was done with the back-drop of the Stipulation and Settlement Agreement that was signed in 2006 (by the owners of the property and the member municipalities of SCLIWC) dealing with this Bolton Estate Subdivision and the various road issues and time requirements, the compliance with such Stipulation and Settlement Agreement having been made a condition of the Subdivision's final approval. This is a rather complicated and unusual process involving (i) the developer complying with all of the customary and specific conditions associated with final plat approval and (ii) a procedure that will insure that the process of satisfying those conditions is properly coordinated with the enforcement of the terms and provisions of the Stipulation and Settlement Agreement.

Resolution #5430 -To Authorize the Mayor to Sign the Agreement Regarding Satisfaction of Conditions of Final Plat Approval of Bolton Point

Trustee O'Neill moved this resolution. Trustee Leopold seconded the motion. A vote was taken:

Mayor Donald Hartill-Aye
Trustee Frank Moore-Aye
Trustee John O'Neill-Aye

Trustee Larry Fresinski -Aye
Trustee Lynn Leopold-Aye

The following is a copy of the agreement which Mayor Hartill signed:

AGREEMENT REGARDING SATISFACTION OF CONDITIONS OF FINAL PLAT APPROVAL OF BOLTON ESTATE SUBDIVISION

THIS AGREEMENT is made as of the 24 day of March, 2008, by and between the VILLAGE OF LANSING, a New York municipal corporation having offices at 2405 North Triphammer Road, Ithaca, New York 14850 (the "Village"), and Edward Y. Crossmore, Deena G. Crossmore, Burzoe K. Gandhi, Nancy F. Gandhi and Trevor Donovan (collectively, "the Developer").

WHEREAS, the Village Planning Board by resolution dated October 30, 2007 granted conditional final approval for the Bolton Estate Subdivision final plat dated October 30, 2007 (the "Final Plat"), the conditions of such Subdivision Approval (the "Subdivision Conditions") having been set forth on the Schedule A included as part of such approval resolution, a copy of such resolution and Schedule A Subdivision Conditions (collectively the "Subdivision Approval") being attached hereto and incorporated herein as Exhibit A;

WHEREAS, a certain Stipulation and Settlement Agreement by and among Edward C. Crossmore, et al., as Plaintiffs, and the Town of Ithaca, et al., as Defendants, executed effective as of June 29, 2006, in conjunction with the settlement of litigation in the Supreme Court of Tompkins County identified by Index No. 04-0752 and RJI No. 04-0494-M (the “Stipulation and Settlement Agreement”), a copy of which is attached hereto and incorporated herein as Exhibit B, provides for certain terms, provisions, benefits and obligations affecting and relating to the Final Plat, Subdivision Conditions and Subdivision Approval;

WHEREAS, certain of the Subdivision Conditions or portions thereof (the “Pre-signing Conditions”) are to be complied with prior to the signing and filing of the Final Plat, and other of the Subdivision Conditions or portions thereof (the “Post-signing Conditions”) are to be complied with subsequent thereto;

WHEREAS, by prior action of the Developer and by executing this Agreement, the Developer will have generally complied with the “Pre-signing Conditions” of the Subdivision Approval, some parts of which, however, require further and additional action (e.g., additional design/specification documents), any such further and additional action related to a Pre-signing Condition being deemed a Post-signing Condition for the purposes of this Agreement;

WHEREAS, Condition “9” of the Subdivision Conditions provides as follows:

9. Compliance with Section 125-9 of Chapter 125 (Subdivision of Land) of the Village of Lansing Code as to letter of credit and related financial security requirements.

WHEREAS, Condition “13” of the Subdivision Conditions provides as follows:

13. The Final Subdivision Plat shall be deemed to have received final approval only upon compliance with Section 125-15A of Chapter 125 (Subdivision of Land) of the Village of Lansing Code.

WHEREAS, Condition “19” of the Subdivision Conditions provides as follows:

19. All park and recreation areas, conservation easement (or similarly designated) areas, parking areas, trail areas and storm water management areas (together with infrastructure improvements thereon) identified on the Final Subdivision Plat, including, but not limited to, Lots 22 and 23, and identified portions of Lots 8 and 18, shall be offered for dedication and conveyance to the Village of Lansing by fee interest (except in the case of easements approved by the Village Engineer) prior to or concurrently with the initial issuance by the Village of Lansing of a site improvement permit

for construction of the subdivision improvements and infrastructure; provided, however, that the identification of such park and recreation areas, conservation easement (or similarly designated) areas, parking areas, trail areas and storm water management areas on the Final Subdivision Plat and any offers of conveyance and dedication thereof shall not, without further required action of the Village of Lansing, constitute acceptance thereof by the Village of Lansing [see Section 125-16 of Chapter 125 (Subdivision of Land) of the Village of Lansing Code].

WHEREAS, Condition “20” of the Subdivision Conditions provides as follows with respect to the Stipulation and Settlement Agreement:

20. Confirmation satisfactory to the Village Attorney that (i) the Final Subdivision Plat is consistent with and in compliance with the applicable terms, provisions and conditions of a certain Stipulation and Settlement Agreement by and among Edward C. Crossmore, et al., as Plaintiffs, and the Town of Ithaca, et al., as Defendants, executed effective as of June 29, 2006, in conjunction with the settlement of litigation in the Supreme Court of Tompkins County identified by Index No. 04-0752 and RJI No. 04-0494-M (the “Stipulation and Settlement Agreement”), and (ii) all necessary actions, including, but not limited to, the conveyance of properties, execution of further agreements and instruments, and the performance of other obligations of the parties to the Stipulation and Settlement Agreement specifically applicable to the Final Subdivision Plat have been taken or will be taken as required.

WHEREAS, the foregoing Condition 20 is one of the Post-signing Conditions intended to be satisfied and complied with subsequent to the signing and filing of the Final Plat as certain of the terms and provisions of the Stipulation and Settlement Agreement require actions and obligations that must occur after the Final Plat is signed and filed;

WHEREAS, the Village and the Developer hereby intend, by execution of this Agreement, to provide for (i) compliance with Conditions 9, 13 and 19 of the Subdivision Conditions as set forth above; (ii) future compliance with any outstanding Pre-signing and/or Post-signing Conditions of the Subdivision Approval (including Condition 20 referred to above; and (iii) the orderly construction of the improvements and infrastructure provided for in the Subdivision Approval, Final Plat and Stipulation and Settlement Agreement, and compliance with the transactional requirements related thereto;

NOW, THEREFORE, for good and valuable consideration, the mutual receipt and legal sufficiency of which are hereby acknowledged, the Village and the Developer hereby agree as follows:

1. It is hereby acknowledged and agreed by the Village and Developer that concurrently with the execution of this Agreement, and for the purpose of satisfying the requirements of Conditions 9 and 13 of the Subdivision Conditions, and specifically to comply with the requirements of Sections 125-9 and 125-10 of Chapter 125 of the Village Code to be completed prior to the Final Plat being signed and filed as required (the terms, provisions and obligations of such Sections being incorporated herein as if set forth in full), the Developer has delivered a Letter of Credit to the Village as required, which Letter of Credit (i) is in the amount of \$1,000,000 as set by the Village Board of Trustees, (ii) complies with the customary terms and conditions specified by the Village, and (iii) has been approved by the Village Attorney as required.

2. By execution of this Agreement, and for the purpose of satisfying the requirements of Condition 13 of the Subdivision Conditions, and specifically to comply with the requirements of Sections 125-9, 125-10, 125-11 and 125-22D of Chapter 125 of the Village Code to be completed prior to the Final Plat being signed and filed as required, the Developer hereby

- (i) agrees to be bound by all of the terms, provisions and obligations provided for in such Sections 125-9 and 125-10 (which terms, provisions and obligations are incorporated herein as if set forth in full), including, but not limited to, the manner in which draws may be made against the Letter of Credit, the road maintenance and repair obligations of the Developer, the Village's right to recover expenses and administrative fees from the Developer and draw such funds from the Letter of Credit, the manner in which the Letter of Credit funds may be retained and released, and the manner in which contingency and guarantee amounts may be retained and expended from the Letter of Credit;
- (ii) agrees to be bound by all of the terms, provisions and obligations provided for in Section 125-11 of Chapter 25 of the Village Code (which terms, provisions and obligations are incorporated herein as if set forth in full), including, but not limited to, the warranty, security and compliance guaranty requirements provided therein with respect to all work performed and materials furnished by or on behalf of the Developer in accordance with the Final Plat, Subdivision Approval and Stipulation and Settlement Agreement; and
- (iii) agrees to be bound by all of the terms, provisions and obligations provided for in Section 125-22D of Chapter 25 of the Village Code (which terms, provisions and obligations are incorporated herein as if set forth in full), including, but not limited to, the road maintenance and repair obligations of the Developer, the emergency access rights in favor of the Village, the Village's right to recover expenses and administrative fees from the Developer, and the indemnification and hold harmless obligations of the Developer in favor of the Village.

3. A. By execution of this Agreement, and for the purpose of satisfying the requirements of Condition 19 of the Subdivision Conditions, the Developer hereby offers for dedication and conveyance to the Village all of the park and recreation areas, conservation easement (or similarly

designated) areas, parking areas, trail areas, storm water management areas, drainage areas and other identified easement areas to be conveyed (together with infrastructure improvements thereon) as identified on the Final Plat, including (i) Lots 22, 23 and the designated portions of Lots 8 and 18 as indicated on the Final Plat for which fee interests are hereby offered for dedication and conveyance; and (ii) all of the specifically identified easement areas as indicated on the Final Plat for which easement interests are hereby offered for dedication and conveyance.

B. Notwithstanding the foregoing, this Agreement does not constitute an acceptance by the Village of such offer of dedication and conveyance of such park and recreation areas, conservation easement (or similarly designated) areas, parking areas, trail areas, storm water management areas drainage areas and other identified easement areas to be conveyed (together with infrastructure improvements thereon), and any such acceptance(s) by the Village shall be subject to the Developer's compliance with (i) all Post-Signing Conditions of Subdivision Approval related thereto, (ii) the Village taking all further required actions in accordance with applicable laws, rules, regulations and customary procedures related thereto, and (iii) the Developer providing all customary and required title and conveyance documents related thereto.

4. Pending the satisfaction all Post-signing Conditions, including, but not limited to, Condition 20, it is hereby understood and agreed that the Village may (i) withhold the issuance of permits and/or certificates of compliance/occupancy based upon the existence of any such outstanding Post-signing Conditions and/or (ii) issue permits that expressly recite that a certificate of compliance/occupancy related to the work authorized by such permit will be issued only upon compliance with certain stated conditions and/or requirements, including the satisfaction of one or more outstanding Post-signing Conditions; provided, however, that upon the execution of this Agreement the Developer and the Developer's designated contractors and agents shall be entitled to apply for and, upon meeting all application requirements, receive site improvement permits for construction of the improvements and infrastructure provided for in the Subdivision Approval and Final Plat or otherwise required to satisfy any one or more outstanding Pre-signing and/or Post-signing Conditions.

5. The Village may at any time hereafter record this Agreement, or a memorandum thereof, at the Tompkins County Clerk's Office.

6. The parties hereto agree to execute and deliver such other documents and to perform such other acts as may, from time to time, be reasonably required to give full force and effect to the intent and purpose of this Agreement.

7. This Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, understandings and arrangements, both oral and written, between the parties hereto with respect to such subject matter. This Agreement may not be modified in any way unless by a written instrument executed by all parties. The waiver by any party hereto of a breach or violation of any term or provision of this

Agreement shall not operate or be construed as a waiver of any subsequent breach or violation. If any court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable. Each party executing this Agreement represents and warrants that (i) he or she has the specific authority to bind the party on whose behalf he or she is signing this Agreement, (ii) the further consent of any third parties is not required to perfect such authority, (iii) the party on whose behalf he or she is signing this Agreement has undertaken all actions required to enter into this Agreement, and (iv) his or her signature represents the binding obligation of the party on whose behalf he or she is signing this Agreement.

8. This Agreement may be executed in any number of counterparts, each of which shall be enforceable against the parties actually executing such counterparts, and all of which together shall constitute one instrument. The exchange of copies of this Agreement and of signature pages by facsimile transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

The next topic of discussion was Flood Insurance. John O'Neill stated that a copy of a draft model law was forwarded to David Dubow after Ben Curtis reviewed it. Mayor Hartill thinks that Dubow has started it and we should have a resolution by summer. John had hoped that we would have a resolution before the rainy season. John feels we need to provide those who want flood insurance the opportunity to get it. We are one of the few municipalities that don't have a law. Larry stated that this is one of the things that slipped through the cracks when the Village was formed in 1974. Don will call David on this.

The next item on the agenda was to continue with budget discussions. Mayor Hartill stated that he had entered the adjustments that they spoke of last meeting and Jodi has also entered it into our Budget Program and given everyone copies. Having two programs is good for checks and balances. Jodi asked if Northwood Dr. and Dart Drive Projects would get done in this next year. Don spoke with Dave Putnam and he assured him that Northwood design would be completed before the end of the calendar year and ready to go out to bid in the spring of 2009. Dart Drive will not be done but TG Miller will do two typical sections and we will then contract with someone else to design Dart Drive since TG Miller doesn't have time. With this in mind, the appropriated fund Balance was increased to \$686,478 to reflect not spending the monies budgeted this year for Dart & Northwood. Engineering, A1440.4, was increased by \$50,000 to have another firm complete the Dart Drive Design.

A1620.2 Moved that \$500 to A1620.44

A5680.2 Moved \$500 to A5680.4 for miscellaneous and the other \$6,000 is for Gadabout

A3310.4 Increased from \$4,000.00 to \$8,000 because only had traffic signal repair and led lights listed, needed to include electricity costs

A5112.2 Increased to \$545,000 which includes \$300,000 for Northwood Dr. and

\$275,000.00 for overlay projects. \$30,000 for storm sewer installation at Brook/Bush was moved to A8140.4.

A8140.4 \$6,000 increased to \$36,000 for Storm Water MS4, originally in A5112.2

In the Water Fund the appropriated fund balance is \$85,558 so F5031, Transfer from Capital Funds was lowered to \$327,942. This is to help pay for the new water tank on Burdick Hill. There will be no transfer into the Capital Reserve this year.

The Sewer Fund appropriated fund balance is \$119,315. G2122, Connection Charges, was updated to reflect 10 units or \$23,500. G8120.22, Capital Project, and G8120.42, Video & Flushing numbers were in backwards. This was correct so now G8120.22 is \$60,000 and G8120.42 is \$15,500. G8120.2, Equipment, was eliminated. The transfer into the Capital Reserve this year will be \$171,315.

Don is very pleased to be able to keep the tax rate the same. He will add in salaries after the Board has a chance to discuss them in executive session.

John O'Neill asked if Don was going to pursue the fact that we pay the Town of Lansing for snowplowing. John stated that there is an article in the NYCOM Bulletin stating that it is a town's responsibility to plow. John will copy this article for the Board.

The next item on the agenda was Mayor's Comments. Don stated that TG Miller's is slower at completing Northwood Drive than he had hoped. He is very disappointed. The plan is to get the right of way as soon as possible and fix the large potholes up there. The preliminary design is the basis for property transfer. Once this is completed it will be able to go out to bid.

TG Miller will do two typical sections for Dart Drive and then we will contract with someone else to design the project. \$50,000 has been added to the budget for this.

The Town of Lansing is doing a sewer district expansion project and their projected need is 100-120 units total. They would like to hook into our sewer system and come down the Bush Lane line. Don will be drafting a Memorandum of Understanding of costs for the Town of Lansing. He will be considering a modest surcharge for maintenance for this increased flow.

We are very close to closing out the North Triphammer Road Project. We have received final payments. Lastly, we need the final inspection and paperwork to be completed. People have been notified of the additional brush pick up that the Village is doing due to all the ice damage we've had this winter. Since we had so much ice this winter, the Town ran low on salt so they had to use sand. This will result in the need for additional street sweeping as the weather permits.

John O'Neill asked if the Trustees received an email from Ben Curtis on the noise issue. Though Bolton Point has tried to eliminate the noise caused by the pumps next door, it is still very loud and

irritating. They do try to not run the pumps between 9am and 5pm. Don will bring this up at the SCLIWC operations meeting tomorrow at noon.

Frank stated that he finds the Village of Cayuga Heights election to be very interesting. It seems to come down to an issue of deer control. He feels we should send our deer expert, John O'Neill over to talk to them. Don stated that the Mayor was invited to the meeting that we had with the DEC. John added that in Albany, the Assembly is considering reducing the rule for the amount of distance from a house that you are allowed to discharge firearms from 500 feet to 250 feet. This would allow a lot more properties in the Village to have controlled hunts.

Lynn stated that she will be ordering Stormwater markers for all our storm sewer covers. This needs to be completed in accordance with MS4 requirements. Lynn also stated that the Cayuga Lake Spring Conference is Saturday, April 12th from 8:30-12 noon. It is sponsored by the Cayuga Lake Watershed Network. She is unable to attend but will leave the brochure in case anyone else is interested.

Motion- To Go Into Executive Sessions to Discuss Personnel

Trustee O'Neill moved to go into executive session. Trustee Leopold seconded the motion to adjourn. A vote was taken:

Mayor Donald Hartill-Aye	Trustee Larry Fresinski -Aye
Trustee Frank Moore-Aye	Trustee Lynn Leopold-Aye
Trustee John O'Neill-Aye	

The Board went into executive session at 9:05pm.

Motion- To Come Out of Executive Sessions

Trustee Fresinski moved to come out of executive session. Trustee Leopold seconded the motion to adjourn. A vote was taken:

Mayor Donald Hartill-Aye	Trustee Larry Fresinski -Aye
Trustee Frank Moore-Aye	Trustee Lynn Leopold-Aye
Trustee John O'Neill-Aye	

The Board came out of executive session at 9:55pm. and made final adjustments to the salaries and benefits.

Resolution #5431 -To Set the Budget Public Hearing for April 7, 2008 at 7:35pm

Trustee O'Neill moved to set the public hearing. Trustee Moore seconded the motion to adjourn. A vote was taken:

Mayor Donald Hartill-Aye
Trustee Frank Moore-Aye
Trustee John O'Neill-Aye

Trustee Larry Fresinski -Aye
Trustee Lynn Leopold-Aye

Motion- To Adjourn

Trustee Fresinski moved for adjournment. Trustee Leopold seconded the motion to adjourn. A vote was taken:

Mayor Donald Hartill-Aye
Trustee Frank Moore-Aye
Trustee John O'Neill-Aye

Trustee Larry Fresinski -Aye
Trustee Lynn Leopold-Aye

The meeting adjourned at 9:57 PM.

Jodi Dake
Clerk/Treasurer