

TO THE TOWN BOARD OF THE TOWN OF COHOCTON
 PURSUANT TO SECTION 125 OF THE TOWN LAW, I HERBY RENDER THE FOLLOWING STATEMENT OF MONEYS
 RECEIVED AND DISBURSED BY BY ME, AS SUPERVISOR DURING
 THE MONTH OF 30-Jun-10 MONTHLY REPORT OF THE SUPERVISOR

FUNDS	RECEIPTS							SHARED SERVICES
	GENERAL	GEN-OUT	HWY-TOWN	HWY-OUT	WATER	LIGHTS	T & A	
FIVE STAR BANK	320,781.88	43,479.90	471,606.66	225,298.77	72,856.72	9,749.50	1,862.75	16,568.80
JP MORGAN CHASE	263,344.46		196,679.59	541,332.74		2,677.37		
RECEIVED FROM:								
TOWN CLERK	683.58	376.00						
JUSTICES	17,272.50							
INTEREST/CKNG	90.81	12.31	133.51	63.78	20.63	2.76	0.40	
INTEREST/CHASE	107.06		79.96	220.08		1.09		
WATER RENTS					198.20			
PARK/FIELD DAYS	518.00							
PARK	296.41							
REIMBURSE FROM VOC	122.59			745.04				
MTG TAX	5,429.04							
FIRE TAX							1,081.18	
GROSS PAYROLL							48,447.51	
GEN A & DB/HLTH INS							4,064.93	
REIMB/BRINE PERMIT				825.00				
TOW/ DOG CONTROL	766.67							
FROM SAVINGS TO CKNG								
TOTAL	609,413.00	43,868.21	668,499.72	768,485.41	73,075.55	12,430.72	55,456.77	16,568.80

PAID TO	DISBURSEMENT							
PAYROLL	26,969.61	1,457.41		17,075.96	2,944.53		34,082.19	
ABSTRACT	10,113.75	100.00	1,648.77	27,615.63	390.33			165.55
NYSEG	941.43				449.68	875.00		
FRONTIER					25.81			
UNION DUES							237.96	
EFTPS							10,160.48	
NYS COMPTROLLER	12,410.00							
LOVSL 71 IUOE	453.03			3,195.08			4,188.52	
1SR REHABILITATION							592.44	
NYS INCOME TAX							1,560.09	
US POSTAGE METER								
DUEPPENGUESSER								
SCHOOL/DOG CONTROL								
AOL	16.99							
TOSHIBA/VILLAGE	39.21							
PRODUCTIVITY GAIN	750.00			1,500.00	250.00			
INCOME EXECUTION							264.21	
GUNLOCKE CO/GRANT	11,959.20							
PITNEY BOWES								
RETIREMENT							898.01	
TOSHIBA/COURT	141.61							
TWC/PHONE	260.57							
TOTAL PAYMENTS	64,055.40	1,557.41	1,648.77	49,386.67	4,060.35	875.00	51,983.90	165.55
FIVE STAR BAL	281,906.08	42,310.80	470,091.40	177,545.92	69,015.20	8,877.26	3,472.87	16,403.25
CHASE BALANCE	263,451.52		196,759.55	541,552.82	0.00	2,678.46		
END OF MONTH BAL	545,357.60	42,310.80	666,850.95	719,098.74	69,015.20	11,555.72	3,472.87	16,403.25

CAPITAL RESERVE FUNDS

	5 STAR	5 STAR	CHASE	0.45%
BUILDING IMPROVEMENTS		50,188.84	18,965.10	
PARK IMPROVEMENTS		13.08	6,418.10	
HIGHWAY EQUIPMENT		25,114.46	51,552.49	
WATER IMPROVEMENTS		2,019.64	8,150.01	
SIDEWALK IMPROVEMENTS		58.57	0.00	
POLICE EQUIP RESERVE		29.99	10,850.77	
SHPO FUND	139,678.55			
		77,424.58	95,936.47	
				173,361.05

SUPERVISOR

Jack Zigenfus
 7/7/2010

DATED

Cohocton, New York
June 21, 2010

The Town of Cohocton held its regular scheduled meeting at the Town Court Facility in Atlanta. The meeting was called to order by Supervisor Zigenfus at 7:00 p.m. with the following persons present:

Jack Zigenfus	Town Supervisor
Jeffrey Wise	Councilman
Milton LeVesque	Councilman
Wayne Hunt	Councilman
Joseph Dyckman	Councilman
Sandra Riley	Town Clerk
Judith Coats	Bookkeeper
Patrick McAllister	Town Attorney
Brian Kuhn	Highway Superintendent

Citizens: Verna Barber, Meredith Weidman, David Harrold, Thomas Russell, Ronald Towner, Jane Towner, Nancy Hartzell, Park Director, Nancy LeVesque, Sandy Azzi, Village Trustee, William Waggoner, David Simolo, Freda Feely, David Coats, Water Commissioner. Representatives for the truck bids from Regional International, Utica General, Peterbilt, Beam Mack, Western Star.

The Pledge to the Flag was led by William Waggoner.

On motion by Councilman Hunt, seconded by Councilman Dyckman and carried approved the minutes of the previous meeting as presented. The vote was as follows: Ayes 5 - Nays 0.

On motion by Councilman Wise, seconded by Councilman LeVesque and carried approved the Departmental Reports of the Supervisor, Town Clerk, Highway, Assessors, Justices, Dog Control, Code Enforcement, Police, North Cohocton Water District, Planning Board and County Legislator. The vote was as follows: Ayes 5 – Nays 0.

Old Business

Discussion was held on the truck bids. Bid specifications were advertised for the purchase of a new and unused 6x4 heavy duty dump truck and crossmemberless type dump body and plow equipment. Bid were received on June 15, 2010 as follows

Regional International, 1007 Lehigh Station Rd. Henrietta, NY 14467

- | | | |
|---------------------------------------|--------------|---------------------------------------|
| 1. Cab & Chassis, Valley Fab Plow | \$181,866.00 | Did not meet emission specifications. |
| 2. Cab & Chassis, Tenco Plow Equip. | \$178,279.00 | Did not meet emission specifications. |
| 3. Cab & Chassis, Smart Systems, Inc. | \$191,100.00 | Did not meet emission specifications. |

Utica General, Peterbilt, 475 Summit Point Dr. Henrietta, NY 14467

- | | |
|---|--------------|
| 1. 2011 Peterbilt Model 367 cab/chassis, Smart Systems Plow | \$195,843.00 |
|---|--------------|

Beam Mack, 2674 W. Henrietta Road, Rochester, NY 14623

- | | | |
|---|---------------|-----------------------------|
| 1. Steel Cab, Tenco Plow Equipment | \$ 189,033.31 | Did Not meet Specifications |
| 2. Steel Cab, Valley Fab Plow Equipment | \$192,640.31 | Did Not meet Specifications |

Tracy Road Equipment/Western Star, 1523 Route 11 North-Kirkwood, NY 13795

- | | | |
|--------------------------------------|--------------|-----------------------------|
| 1. Steel Cab, Smart System Equipment | \$206,879.00 | Did Not Meet Specifications |
| 2. Steel Cab, Everest Equipment | \$197,433.00 | Did Not Meet Specifications |
| 3. Steel Cab, Tenco Equipment | \$193,751.00 | Did Not Meet Specifications |

On motion by Supervisor Zigenfus, seconded by Councilman Wise and carried approved the purchase of the Truck Bid Proposal to Utica General Peterbilt, 472 Summitt Point Dr., Henrietta NY 14467 for a New/Unused 2011 Peterbilt Model 367 cab/chassis with associated Smart Systems Snow Plow equipment not to exceed the bid price of \$195,843.00. This was the bid that meet the specifications.

Discussion was held on the worker's compensation insurance plan. The Town of Cohocton opted out of the Steuben County's Plan. The town will have to pick a new company before October 2010. Tabled until next meeting.

New Business

On motion by Councilman Wise, seconded by Councilman LeVesque and carried approved the Audit of the Abstract dated June 21, 2010 as follows:

Vouchers from the General A fund in the amount of \$10,113.75.

Vouchers from the General B fund in the amount of \$100.00.

Vouchers from the Highway DA Fund in the amount of \$ 1,648.77.

Vouchers from the Highway DB Fund in the amount of \$27,615.63.

Vouchers from the Street Light District Fund in the amount of \$ 875.00.

Vouchers from the North Cohocton Water District in the amount of \$ 390.33.

The vote was as follows: Ayes 5-Nays0.

On motion by Councilman Dyckman, seconded by Councilman Hunt and carried approved the Audit of the Abstract for the Shared Services dated June 21, 2010 in the amount of \$ 165.55.

The vote was as follows: Ayes 5 – Nays 0.

Discussion was held on the property located at 2 Hill Street, in Atlanta. This property is going up for tax sale and the Town of Cohocton has the option to purchase this property.

On motion by Councilman LeVesque, seconded by Councilman Dyckman and carried approved the Town of Cohocton to make and offer to the Steuben County Treasurers office for the purchase of the property located at 2 Hill Street in Atlanta which is tax map# 017.15-02-050.000 not to exceed the amount of \$2000.00. The vote was as follows: Ayes 5 – Nays 0.

On motion by Councilman Wise, seconded by Councilman LeVesque and carried approved that the Lawrence Parks Recreational area will have free admission to Town of Cohocton residents for the 2010 season. Park passes will be given out to residents for entrance. Prior Year passes will also be honored. The vote was as follows: Ayes 5 – Nays 0.

On motion by Councilman Hunt, seconded by Councilman Dyckman and carried approved setting the age for children going to the Summer Recreational Program at the Lawrence Park Recreation Area as ages 5-12. The vote was as follows: Ayes 5 – Nays 0.

The Lawrence Park Recreational Area will also be offering a Water Babies Swim Lesson for Children ages 6 months to 3 years of age at the cost of \$25.00 per child. This will be taught by our Water Safety Instructors.

On motion by Councilman LeVesque, seconded by Councilman Wise and carried approved the Resolution.

First Amendment to Larrowe House Improvements Funding Agreement

This First Amendment to the Larrowe House Improvements Funding Agreement is made and entered into as of the 21 day of June, 2010 (this "Amendment"), by and among Canandaigua Power Partners, LLC, a Delaware limited liability company with a mailing address at c/o First Wind Energy, LLC, 179 Lincoln Street, Suite 400, Boston Massachusetts 02111 ("CPP"), Canandaigua Power Partners II, LLC, a Delaware limited liability company with a mailing address at c/o First Wind Energy, LLC, 179 Lincoln Street, Suite 400, Boston, Massachusetts 02111 ("CPP II"), the Town of Cohocton (the "Town"), a municipal corporation having its principal office at 19 Main Street, P.O. Box 221, Atlanta, New York 14808, with a mailing address at P.O. Box 327, Cohocton, New York 14826, and the Cohocton Historical Society, incorporated by action of the New York State board of Regents by the issuance of a provisional charter on February 20, 1975 and made absolute on July 29, 1977, with a mailing address at P.O. Box 177, 14 Maple Avenue, Cohocton, New York 14826 ("HS"). CPP, CPP II, the Town and HS are sometimes referred to herein individually as "Party" or collectively as "Parties".

Recitals

Whereas, CPP, CPP II, and the Town entered into the Larrowe House Improvements Funding Agreement, dated July 21, 2008 (the "Agreement"), whereby CPP and CPP II provided \$150,000 to the Town of Cohocton for the purpose of funding certain improvements to the historic Larrowe House ("Improvement Fund"); and

Whereas, the Parties desire to amend the Agreement to transfer the proceeds of the Improvement Fund from the Town to HS under the same terms and conditions set forth in the Agreement and to make HS a party to the Agreement; and

Whereas, the Town hereby agrees to transfer and HS hereby agrees to accept the proceeds of the Improvement Fund and, as a condition of the transfer, HS hereby agrees to accept and use the proceeds of the Improvement Fund in strict accordance with the terms and conditions of the Agreement.

Now Therefore, the Parties agree as follows:

1. On or about August 15, 2008, CPP and CPP II provided to the Town the amount of One Hundred Fifty Thousand Dollars (\$150,000) to be used for certain improvements and for no other purpose, and to be deposited into a fund dedicated solely to the improvements of the Larrowe House.
2. The Parties hereto agree that HS is a Party to the Agreement as of the date of this Amendment, Effective upon receipt of the proceeds of the Improvement Fund, HS shall assume the obligation of the Town under the Agreement.

3. On or before the date of full execution of this First Amendment, the Town shall transfer and HS shall accept the proceeds of the Improvement Fund, which such fund shall remain dedicated solely to the improvements of the Larrowe House.
4. The Parties acknowledge and agree to be bound by the terms and conditions of the Agreement.
5. Neither the Town, CPP or CPP II shall bear any responsibility for costs of improvements to the Larrowe House beyond the amount set forth in paragraph 1 above.
6. The parties acknowledge that the persons signing below are authorized to execute this agreement and bind the respective Parties.
7. This Amendment may be executed in one or more counterparts which, taken together, shall constitute one agreement.
8. The recital set forth above are incorporated herein by reference. The Agreement and this Amendment constitute the entire agreement among the Parties, and any agreement hereafter made shall not operate to change, modify or discharge the Agreement or the Amendment in whole or in part unless such agreement is in writing and signed by the Parties. For purpose of clarity, this "Agreement," as set forth in the Agreement, shall refer to the Agreement as modified by this Amendment.

The vote on the Resolution was as follows: Ayes 5 – Nays 0.

Privilege of the Floor

William Waggoner, Fire Chief Cohocton Fire Department, expressed concerns about the seasonal homes located on Tranquil Lane in the township of Cohocton because of the roads getting out to those homes and if an emergency happened fire personnel would have a difficult time attending to those people. The Town Attorney, Patrick McAllister is to look into this further.

Nancy LeVesque expressed concerns in regards to the property lines between the Town of Cohocton property and the ANC Property.

On motion by Councilman LeVesque, seconded by Councilman Dyckman and carried approved adjournment of the meeting at 8:30 P.M.

Prepared by: Sandra Riley