Town of Yates September Board Meeting
8 S. Main St., Lyndonville, NY 14098
October 8, 2026, 7:00PM

Present:	Jim Simon, Supervisor		
	Susan Hrovat, Councilman		
	Harold Suhr, Councilman		
	William Jurinich, Councilman		
	Michele Harling, Town Clerk		
	Justin Edwards, Deputy Highway Superintendent		
Excused:	Steve Vann, Councilman		
	Roger Wolfe, Highway Superintendent		
	Trisha Laszewski, Assessor		
	David Reese, Code Enforcement Officer		
Others:	Larry Wolfe	Bob DeMallie	Georgette Stockman
	Paul Lauricella	Tom Rivers	Pam Frasier

Supervisor Simon called the October Board Meeting to order at 7:00PM.

SUPERVISOR'S REMARKS

No remarks.

CORRESPONDENCE

Michele Harling, Yates Town Clerk, read a letter sent to the Board by the Orleans County Highway Superintendents that read: Dear Supervisors and Town Board Members, as President of the OCTHSA, I would like to express a sincere thank you on behalf of all the Highway Superintendents of Orleans County for all of your support and time. You all played a very important role in our success to achieve our needs of 30% in our snow and ice and mowing contracts to get us closer to where we need to be. Your input and support was definitely a huge part of our success. Also, it was great to see the Towns come together and unite. So much can happen when we unite. Thank you from all Highway Superintendents.

PRIVILEGE OF THE FLOOR ON AGENDA ITEMS ONLY

No comments.

RESOLUTION NO. 78-10/26

RESOLUTION TO APPROVE TOWN BOARD MINUTES

RESOLVED, to approve the minutes of the September 10, 2026 regular Board Meeting as presented to each Board Member.

Offered by Councilman Jurinich, who moved its adoption
Seconded by Councilman Hrovat

4 Ayes 0 Nays 1 Absent (Vann)

Motion: Carried

RESOLUTION NO. 79-10/26

RESOLUTION TO ADOPT THE TENTATIVE BUDGET AS PRELIMINARY BUDGET FOR THE YEAR 2027

WHEREAS, the Town Clerk presented the Town Board with the Tentative Budget on September 30, 2026 and the Board has had a chance to review such Budget and confer, be it

RESOLVED, that the Tentative Budget be adopted as the Preliminary Budget for the year 2027.

Offered by Councilman Hrovat, who moved its adoption
Seconded by Councilman Suhr

Councilman Jurinich said being my very first budget sitting on the Board, it's not what I wanted to see, but it was really out of our hands with all the increases in fuel and salt.

Supervisor Simon said that's a dynamic situation still. Obviously, this preliminary budget goes out to the public for a public hearing, and we'll vote on the final budget about a month from now. There are a lot of moving parts with the ambulance and other things. I take your point.

4 Ayes 0 Nays 1 Absent (Vann)

Motion: Carried

RESOLUTION NO. 80-10/26

RESOLUTION TO SET PUBLIC HEARING FOR PRELIMINARY BUDGET

WHEREAS, the Preliminary Budget has been approved, be it

RESOLVED, to set a Public Hearing for the adoption of the Preliminary Budget on Thursday, November 5, 2026 at 7:00PM at the Yates Town Hall, 8 South Main Street, Lyndonville, NY 14098.

Offered by Councilman Suhr, who moved its adoption.
Seconded by Councilman Jurinich

4 Ayes 0 Nays 1 Absent (Vann)

Motion: Carried

RESOLUTION NO. 81-10/26

RESOLUTION TO ADD DELINQUENT WATER TO TAXES

WHEREAS, there are Water District #2 and Water District #4 customers with delinquent water accounts that have been notified by mail of the overdue amounts, and

WHEREAS, the Board passed Resolution No. 76-9/26 to delay filing a list of unpaid water charges with the Town Board until November 1st pursuant to Town Law Section 198(3d) and 215(12), be it

RESOLVED, that the Town Board authorizes the Town Clerk to send a list of delinquent water charges in arrears to the Orleans County Real Property Director to be added to the January 2027 Town/County bills and, be it

FURTHER RESOLVED, that the $100.00 levy fee that was authorized by Resolution No. 10-10/08, "Resolution to apply a $100.00 Fee to Unpaid Water that has Been Placed on Property Taxes" will be added.

Offered by Councilman Hrovat, who moved its adoption
Seconded by Councilman Suhr

4 Ayes 0 Nays 1 Absent (Vann)

Motion: Carried

RESOLUTION NO. 82-10/26

RESOLUTION AUTHORIZING CLOSURE OF ARPA/SLFRF BANK ACCOUNT

WHEREAS, the Town received Coronavirus State and Local Fiscal Recovery Funds (SLFRF) pursuant to the American Rescue Plan Act (ARPA); and

WHEREAS, the Town has completed its eligible expenditures and has completed the applicable federal closeout requirements for its SLFRF award; and the Town's dedicated ARPA/SLFRF bank account is no longer required for the administration of the award; and the account has been reconciled and all outstanding transactions have been resolved, be it

RESOLVED, that the Town Board hereby authorizes the Supervisor to close the Town's dedicated ARPA/SLFRF bank account at The Bank of Castile, and to take all actions necessary to effectuate such closure; and be it

FURTHER RESOLVED, that all bank statements, reconciliations, expenditure documentation, Treasury correspondence, closeout documentation, and other records relating to the

ARPA/SLFRF award shall be retained in accordance with applicable federal and New York State record-retention requirements.

Offered by Councilman Jurinich, who moved its adoption
Seconded by Councilman Suhr

Supervisor Simon said we did a really good job working with Shelly, Joanna, the Board and working with the Departments to spend that money and after closing the bank account, we will keep the records for at least 6 years.

4 Ayes 0 Nays 1 Absent (Vann)

Motion: Carried

RESOLUTION NO. 83-10/26

RESOLUTION AUTHORIZING TOWN TO ENTER INTO NEGOTIATIONS WITH ORLEANS COUNTY FOR ASSESSMENT SERVICES

WHEREAS, Section 1537 of the NYS Real Property Tax Law authorizes the Town of Yates to enter into an agreement with the County of Orleans to provide assessment services for the Town, and

WHEREAS, the Yates Town Board desires to enter into such an agreement with the County in lieu of such services being provided by the Town Assessor, be it

RESOLVED, that the Yates Town Board is hereby authorized to enter into negotiations with the County of Orleans for an agreement setting forth terms and conditions by which the County of Orleans is to provide assessment services to the Town pursuant to the provisions of Section 1537(1)(a) of the Real Property Tax Law of the State of New York, and be it further

RESOLVED, that such agreement shall be subject to approval by a majority vote of the voting strength of both the Yates Town Board and the Orleans County Legislature, and be it further

RESOLVED, that such agreement shall not be submitted to either governing body for approval until at least forty-five days following the adoption of this resolution, and be it further

RESOLVED, that this resolution is adopted subject to permissive referendum in accordance with the provisions of Section 1537(1)(c) of the Real Property Tax Law of the State of New York.

Offered by Councilman Jurinich, who moved its adoption
Seconded by Councilman Hrovat

Supervisor Simon said we did reach out to several existing Assessors to see if they could add us to their plate and that did not pan out. We approached the County a few weeks ago and this is

one of the first steps to have the County provide an Assessor. It would be under contract where the Assessor would be here once a week, just like Trisha has been, and we had stipulations in there that we wanted in the contract and they seem amenable. This step allows for a permissive referendum. If there's a concern about this, residents can get signatures on a petition to subject this to a vote so that's available to the public. The County's done this a couple times. They did it with Barre and they also did it with Gaines and Albion, so there is some precedent. I did talk to the Assessor. She was going to discontinue as of the end of the month, but she'd be willing to continue to the end of the year to keep us covered as best she can, given our circumstances, so that's good news. We'll have coverage because towards the end of the year, Shelly, you could probably say, there's quite a bit that the Assessor has to line up.

Shelly Harling said yes, all of the exemption paperwork has to be ready to go for January 1st.

Supervisor Simon said hopefully Trisha can stay on. She said she's willing pending her situation. There will be more to follow on that, but this gets the ball rolling for us to enter into a contract with the County. We don't have any numbers yet back from them. I expect that shortly.

4 Ayes 0 Nays 1 Absent (Vann)

Motion: Carried

RESOLUTION NO. 84-10/26

RESOLUTION TO APPROVE AGREEMENT FOR CONTROL OF ICE AND SNOW AND FOR MOWING COUNTY ROADS

WHEREAS, Orleans County and the ten Towns successfully negotiated the Agreement for Control of Ice and Snow and for Mowing of County Roads, be it

RESOLVED, that the agreement, as written below, is approved.

Offered by Councilman Jurinich, who moved its adoption
Seconded by Councilman Hrovat

Supervisor Simon said it sounds like we need to discuss this one. Bill, do you want to start?

Councilman Jurinich said we just made the arrangement to pay the 30% increase, and we have a 5% increase for three years and then we renegotiate, it's got to be done.

Councilman Hrovat said my concern is that we did negotiate in good faith, but the cost has since gone up prior to signing the contract so we're basically agreeing to already take a hit before we even sign the contract. I understand the good faith part, but it seems as though the negotiation should include the 30% increase, but also take into account the current climate that we're in right now economically with salt. I have a problem with that. I'm excited that we got the increase, and I'm grateful for all the hard work that went into it, but I have trepidation to agree to a three-

year contract and not move it forward. I want to play nice in the sandbox, but I have a fear that we could be trapping ourselves again. That is my concern; maybe address that.

Councilman Suhr said there should be some sort of inflation clause in it for dramatic incidents like the salt going up 25%.

Supervisor Simon said the 25% jump in salt came after the negotiations had concluded, and it was bad timing.

Councilman Jurinich said we knew about the fuel prices.

Supervisor Simon said fuel, we knew The way the current five-year contract has been operating is based on the consumer price index, and that somewhat accommodates fuel, but it never really got close to 5%, so we insisted on 5% for the subsequent years. The 30% jump that was referred to by the letter that we got was a lot of discussion with the Superintendents and the County Legislature about in the last five years we really did not keep up. The CPI is not a good way to do it. It should be based on other factors. So we presented information about there's a National Highway Association that does analysis of real cost of inflation to fuel and asphalt and the things that highway guys and gals work on, and it definitely comes up with a different number that was closer to 5% - 6%. So that's how we won the argument, I think. We also brought up the fact about sales tax revenue. Obviously, that was a big piece of the argument. I guess I feel like we should honor the agreement. We had a quick meeting after the salt prices went up with the Superintendents, and pretty much eight of the ten Supervisors were there. We felt like it was the right thing to do. Let's go ahead and sign this. We can open negotiations if both sides agree no later than May to change the 5% that would kick in January of 2028. By May you can open this up if both parties agree because of salt or diesel or whatever and say, look, this 5% isn't going to cut it. You can show the numbers and I would think, because we provide the service and they're not able to provide the service themselves, that they would be amenable to saying we need to at least break even. We're not doing this to make a profit.

Councilman Jurinich said that's what they said at the meeting. If you have until May to do it, we'll have the hard numbers in front of us; what it took us to get through the winter.

Supervisor Simon said the State bid for salt came out after all this negotiation.

Councilman Suhr said I asked before, did it? We're the lowest on the totem pole, so how far do you think it got? Do you think the County knew and said, here, we'll give them 30%, sign them into three years and giggle all the way to the bank.

Supervisor Simon said hard to say. It's hard to pull the wool over the Superintendent's eyes. I think they were watching very closely for when the state numbers came out. When they did, they immediately called for a meeting. I think they were finding out at the same time as the County and will respect the fact that they negotiated in good faith and we are where we are.

Councilman Suhr asked is this a two-year or a three-year?

Supervisor Simon said it's a three-year with a possible extension for two more if we choose to as both parties. It's 30% January 1st and then 5% the next two Januaries after that. But again, by May, we can request to reopen negotiations keeping the contract in place but reopening negotiations based on pricing.

Councilman Hrovat asked if that can happen every May.

Supervisor Simon said yes, it's in there for every May. May is the deadline for the subsequent years. This coming May, you can renegotiate from 5% and say, well, we need 6% or we need 7%. Then the following May, you could do the same thing. I feel like it's the right thing to do. Does anyone else have any other commentary?

Councilman Hrovat said that clarifies it a little. I mean, it's not ideal, but we've agreed with other Townships to do this as a team and I think that we need to.

Supervisor Simon said we did; now, that's just the Supervisors who don't speak for the Boards. The Boards all have to vote. We may be surprised, there may be a few Boards that vote this down; maybe even this one. It's something where we did get a quick meeting together with the Superintendents. They felt like we should go ahead and support this at this point because of that clause in the contract that allows us to reopen negotiations.

Councilman Hrovat said that makes it doable.

Supervisor Simon said a 30% jump is a significant jump.

Councilman Suhr said it was literally, what, a week to two weeks after you guys asked for the 30% that the 25% kick in salt came in? You're telling me that nobody saw the, you know, we got all these congressmen that are given inside trader information. You don't think somebody knew that was coming?

Supervisor Simon said the Superintendents, in their defense, knew there was going to be an increase. At one meeting that they expected 10%.

Councilman Jurinich said they were waiting.

Supervisor Simon said that's how we negotiated it. The 10% increase in SALT was factored into the 30% request for the increase, if that makes sense.

Councilman Jurinich said the price came out almost four weeks later than it usually did. We were waiting for the SALT quote at the time of the meeting and they still didn't have it yet.

4 Ayes 0 Nays 1 Absent (Vann)

Motion: Carried

AGREEMENT FOR CONTROL OF ICE AND SNOW

AND FOR MOWING COUNTY ROADS

THIS AGREEMENT dated as of the 1st day of January 2027, by and between the COUNTY OF ORLEANS, acting through the Commissioner of Public Works of said County (hereinafter the "County") and the Town of Yates, acting through the Superintendent of Highways of said Town (hereinafter the "Town") (collectively the "Parties") as follows:

WHEREAS, section 135-a of the Highway Law provides that the County Superintendent of Highways may contract with the Town for the control of ice and snow on County Highways subject to the approval of each of the Legislative bodies of said County and Town; and

WHEREAS, the Town is willing to perform the work of such control of ice and snow upon such terms, rules and regulations as are contained herein and deemed by the Commissioner of Public Works to be for the best interests of the people of the County of Orleans; and

WHEREAS, Section 135 of the Highway Law provides for the cutting of noxious weeds within the bounds of the County roads; and

WHEREAS, the Town is willing to perform the work of cutting weeds upon such terms, rules and regulations as are contained herein and deemed by the County Commissioner of Public Works to be for the best interests of the people of Orleans County.

NOW, THEREFORE, in consideration of the mutual covenants and agreements between the parties hereto, it is agreed that the terms of the agreement shall be for three (3) years commencing as of January 1, 2027, terminating December 31, 2029, except the parties may request to renegotiate the prices and rates contained in paragraphs (3) and (6) hereof upon either party notifying the other in writing, of such party's wish to renegotiate, such notices to be delivered prior to May 1st of any year commencing with the first right to renegotiate being by notice given prior to May 1, 2027. The County and the Town shall have the option to mutually renew this agreement on the same terms and conditions for one additional two-year period, commencing as of January 1, 2030, terminating December 2031. Such two-year extension shall be the same terms and conditions except the contract price which shall be adjusted 5.0% each year. The said extension must be exercised by July 1, 2029.

CONTROL OF ICE AND SNOW

1) The Town shall provide all the labor, materials and equipment necessary for the control of ice and snow on such County Highways as designated by the Commissioner of Public Works to the extent that the Commissioner deems necessary to provide reasonable passage and movement of vehicles over said highways, and shall include clearing of the pavement and pushing of snow as near the ditch lines as practicable to provide room for future storms and ensure that it melts down to the ditches, together with sanding of hills, curves and intersections and such other places as may cause dangerous driving conditions.

2) The Commissioner of Public Works shall furnish the Town with suitable map of such municipality which shall delineate the County Highways within the boundaries of the

Town and shall show distinctively the County Highways or parts thereof that are affected by this Agreement, for each year of the term to show the changes, if any, to the County Highways affected by this Agreement. Any such modification to such map shall be agreed upon in writing by the Commissioner of Public Works and the Town.
3) In consideration of the performance of the Town, the County agrees to pay the Town the following rates per season for 20.67 miles of County roads sanded by the Town and for each mile of County roads plowed by the Town:

2027 Sanding and Plowing Season per Mile: $9,383.58
2028 Sanding and Plowing Season per Mile: $9,852.76
2029 Sanding and Plowing Season per Mile: $10,345.40

If option exercised:

2030 Sanding and Plowing Season per Mile: $10,862.67
2031 Sanding and Plowing Season per Mile: $11,405.80

The consideration as set forth above will be paid annually by the County to the town as follows by June 30th.

In addition to the foregoing consideration, the County also agrees to pay to the Town the sum of one thousand ($1,000.00) dollars for each New York State Canal Bridge situate on a County-owned highway per year in the event that the New York State Department of Transportation has lowered the weight rating to twenty-five (25) tons or less of the Bridge on or before January 1st of the preceding year in recognition of the extra expenses incurred by the Town for service each lower rated New York State Canal Bridge.
4) The consideration as set forth above will be paid annually by The County to the town as follows: by June 30th
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MOWING OF COUNTY ROADS

5) The Town shall provide all the labor, materials and equipment necessary for the mowing of weeds on such County Highways as designated by the Commissioner of Public Works. There shall be three (3) mowings, each of which will be mowed to the standard, which the Town roads are mowed. The first mowing shall take place no later than July 1st. A second or third mowing shall consist of mowing to the right-of-away line wherever possible. It is the intent of these specifications that only areas accessible to tractor mowers shall be mowed.

6) In consideration of the performance of the Town, the County agrees to pay for the mowing of weeds on 20.67 miles of County roads at the following rates:

2027 Season: Mowing per mile: $986.52
2028 Season: Mowing per mile: $1,035.85
2029 Season: Mowing per mile: $1,087.64

If option exercised:

2030 Season: Mowing per mile: $1,142.02
2031 Season: Mowing per mile: $1,199.12

7) The Town shall so conduct the work that persons and property are protected at all times. The Town shall protect, indemnify, and hold harmless including payment to officers, agents, employees, and the owners of land upon which any operations under this agreement take place, from the liability, cost, loss or damage on account of any injury to person, property or both, arising from the Town's performance under this contract. The Town shall defend at its own expense all suits, which may be brought to recover damages arising from the Town's performance under this agreement including suits or actions against the persons named above.

The Town shall procure at its own expense and maintain for the life of this agreement, insurance for injury, damage, costs or claims in the kind and amounts as specified in Attachment "A". Such policies shall embrace all operations to be performed under the contract. All insurance, with the exception of Workers' Compensation and Employers Liability shall name Orleans County as additional insured.

No work is to be commenced until all required certificates of insurance have been accepted by the Orleans County Attorney. All policies must provide a 30-day written notice prior to expiration, cancellation or diminishment and renewal certificates must be submitted prior to expiration date. Any deductibles or self-insured retention must be declared to and approved by the County.

8) The Town shall not assign, transfer, convey, subcontract or otherwise dispose of this Agreement or any of its right, title, or interest therein, or its power or authority to execute this Agreement to any other person, company, corporation or municipal entity without the prior consent, in writing, of the County.

9) Both parties agree that prior to May 1, 2031, this Agreement will be renegotiated to determine whether the Agreement should be renewed beyond December 31, 2031.

Attachment A

COUNTY OF ORLEANS STANDARD INSURANCE REQUIREMENTS PUBLIC ENTITY CONTRACT

General Purpose Contracts for Public Entity Services By Villages and Towns including but not limited to Snow Removal

A. ***Comprehensive General Liability*** – with a minimum combined single limit of liability for bodily Injury and Property Damage of $1,000,000 per occurrence and annual aggregate. The coverage shall include:

* Premises and Operations

* Products and Completed Operations
* Independent Contractors
* Contractual Liability (Sufficient to cover all liability assumed under contracts with the County
of Orleans)
* Personal Injury Liability (Coverages A, B and C)
* Broad Form Property Damage for Snow Removal & Mowing Contracts

B. ***Automotive Liability*** – With a minimum combined single limit of liability for Bodily Injury and
Property Damage of $1,000,000 each occurrence. The coverage shall include Owned, Hired and Non
Owned Autos (Symbol "1" should be designated for Liability coverage on the Business Auto Policy).

C. ***Optional Excess "Umbrella" Liability –*** If excess umbrella liability is provided with a minimum limit
of $1,000,000 underlying coverages can be reduced to $500,000.

D. ***Worker's Compensation and Employer's Liability –*** providing statutory coverage in compliance with
the Worker's Compensation Law of the State of New York.
Disability Benefits – providing statutory coverage in compliance with the New York State Disability
Benefits Law.

Comprehensive General Liability, Automotive Liability and Excess "Umbrella" Liability shall name the
County of Orleans and any Board, Bureau, Commission or Agency thereof as additional insureds.

RESOLUTION NO. 85-10/26

RESOLUTION TO PAY THE BILLS

WHEREAS, bills have been reviewed by the Town Board, be it

RESOLVED to pay bills as follows:

Fund A (General – Town wide)	$ 39,736.96
Fund B (General – Outside Village)	$ 3,130.43
Fund DA (Highway – Town wide)	$ 98,606.30
Fund DB (Highway – Outside Village)	$ 98,365.97
H2 (Park REDI Project)	$
Water 4-	$ 48,751.86
Water 2-	$ 425.06

Youth-	$	337.70
Fire-	$	
	Total	$289,354.28

Offered by Councilman Hrovat, who moved its adoption
Seconded by Councilman Jurinich

4 Ayes 0 Nays 1 Absent (Vann)

Motion: Carried

PRIVILEGE OF THE FLOOR

Paul Lauicella, Town of Yates, asked how much of an increase should we expect for taxes this year?

Supervisor Simon said as you'll see in the preliminary budget, there will be two ways of looking at that answer; inside the Village/outside the Village, or Town wide. Town wide will go up probably if the preliminary goes to final. This is just the preliminary, but if that becomes the final budget, it would probably be about a $0.14 increase per thousand outside the Village, and I think it's about a $0.04 increase inside the Village, and there's an imbalance there. Normally we try to get that perfectly balanced, but it's not quite able to be done this time because of where the ambulance charge is coming in. A broader answer is we're staying right at the 2% cap. We don't like going to 2%, but we're not going over the 2% cap. There's no appetite for the Town Board to do that, so it'll be at the 2% cap.

Paul Lauriclla said so we can expect a 2% tax increase.

Supervisor Simon said no, you can expect the increase I mentioned of cents per thousand because it never comes out to exactly 2% for everybody. The overall budget summary is an increase of 2%. Keep in mind, the amount to be raised by taxes is $1,000,000. So if you're thinking, well, this is what the School did or the County does, we're a very low amount of money, so a 2% increase of $1,000,000 is $20,000. So yes, we're taking that $20,000 and a little bit that didn't go to the cap last year. Last year we were less than $10,000 above; we were about $10,000 below the tax cap so a portion of that can be applied to this year. I think it's more relevant to talk about cents per thousand.

TOWN OFFICERS REMARKS

Town of Yates Highway & Water Departments
September-October Report

To: Yates Town Board
From: Justin Edwards, Deputy Highway Superintendent
Date: October 5th, 2026

Highway:

- Completed chip sealing project on West Yates Center Road
- Cold patched pot holes and deteriorating road edges
- Completed another round of cleanup of trees/brush inside highway right-of-way
- Began 4th round of roadside mowing
- Assisted Towns of Shelby/Ridgeway/Carlton with sealing projects
- Assisted Town of Ridgeway with paving project
- Equipment repairs are continuous
- Began getting plow trucks/equipment ready for upcoming snow/ice season

Water:

- Located mains/valves/curbs/pits/service lines for 32 UDIG stakeout tickets
- Diagnosed multiple residents water issues
- Read water meters and repaired all that did not read properly
- Turned water services off for non-payment
- Removed multiple hydrant meters

Cemeteries:

- No interments to report
- Cleaned up trees/brush in Beecher cemetery

Town Park:

- Cleaned up tree that came down during storm, need to grind stump

Councilman Hrovat said I saw something on Facebook concerning possible vandalism over at the cemetery. Justin mentioned that he had heard it as well, and maybe some damage to headstones and whatnot. I'm not sure if you heard that, but the Highway Department is aware of it. I think that they're going to be looking into it, but I'm not sure what we can do about vandalism except for kind of keep aware. I don't know about putting up a deer cam, but it's kind of a sacred place, and we want to keep it as nice as possible. I was going to try to contact some of the people that commented to see if we could get more information. I just haven't had time to do it yet.

Pam Frasier, Town of Yates, said it's not just vandalism, it's the mowing. The guys that mow the cemetery have moved my husband's stone twice. I've had to call, and they've sent somebody down to move it back. Things are being broken because they're not watching what they're doing and they're hitting the stones.

Supervisor Simon said it may be vandalism, or it might just be the ones cutting the grass.

Pam Frasier said there are kids in their playing, jumping on stones, standing on them, kicking things around the stones, and this was brought to my attention through Facebook.

Supervisor Simon said no one wants any of what you just described, and hopefully it was very responsive to move the headstone back to where it belonged. The contract for that mowing is coming up, so it could be reviewed, and that could certainly factor into it. Kids in there or vandalism or people not doing the appropriate things; we have rules for the cemetery. We're going to be updating those, and maybe that would also involve investing in cameras or something, but that's a pretty big expense and a pretty big area to try to do that. I'm not sure what to tell you in terms of addressing the problem so that it never happens again. It might be impossible to prevent it from happening again.

Councilman Jurinich said just to do the entrances; we'd have to put up three cams for just drive-ins.

Councilman Hrovat said we could also make sure the gates are locked, are they locked yet?

Supervisor Simon said no, the one for the church always stays open pretty much now. Other ones get closed occasionally.

Justin Edwards, Deputy Highway Superintendent said only on July 4th.

Councilman Hrovat said well, at least we're aware of it, and maybe we can neighborhood watch it to a certain degree where people are aware and we can make it known that we're not tolerating it. If people are seen there after hours or even work together with the school or whatever and say, hey, heads up, this is an area that's special to people, and you need to show respect. I think if we get vocal about it, too, and police each other...

Supervisor Simon said see something, say something, almost.

Councilman Hrovat said I think several of us wouldn't have a problem going out and saying, hey, you guys can play out there, but you can't play in here and maybe go a little old school, keep our eyes out.

Supervisor Simon said yes, especially if it's kids coming out of school.

Councilman Hrovat said then we can talk to the people doing the mowing again, too.

Councilman Suhr said I can't even imagine how long it would take me to sit down if my parents saw me disgrace anything in a cemetery, they would have beat me for a week. I wouldn't have been able to sit down. Maybe that's some of the problem now, too. If you can figure out who these kids are and somehow find or do something to their parents, they might discipline the kids to stop them. That's the problem, discipline is a dirty word now. When I was a kid it was an everyday event.

Councilman Jurinich said really, I don't know a cemetery anywhere in the County that's locked up.

Councilman Hrovat said I didn't know if they locked it because we have a fence there.

Supervisor Simon said no, but they can.

Councilman Hrovat said I don't think it should be locked. I think it should be open, but I just was curious, because we have those doors that close, so do they close them or not?

Supervisor Simon said at night, there's not supposed to be people in there so if there is a cruiser or a Sheriff, they can take action.

Supervisor Simon said a couple things for folks, because the ambulance service and the sales tax revenue we see as really tied together. We're hoping that we can break that logjam. We're working closely with the County and the other Supervisors and Mayors to try and get that sales tax logjam broken up a little bit. We have a month left to see if we can do something about ambulance service. Everyone knows the reporting that Tom did at the meeting the other night. The Mercy Flight option was not really a good option. It would have been great for the price, $11,000, but it was only for half an ambulance, meaning that it would be an ambulance somewhere in Carlton for only 12 hours a day, seven days a week. For the additional money that they were asking for, the seven Towns didn't think it was prudent. It's a dynamic situation. We're going to be busy the next few weeks trying to break the logjam on sales tax. Hopefully we'll get something for this year. If not, maybe we could form a task force that moves into next year. The ambulance service discussion is not over yet. We have just put into place a preliminary budget that only put $65,000 against that. Obviously, we've gotten a contract from the Village that says $135,000. More to follow.

ADJOURNMENT

Moved by Councilman Hrovat, whereas there is no new business to be brought before the Board, the meeting be adjourned at 7:24PM.
Seconded by Councilman Jurinich

4 Ayes 0 Nays 1 Absent (Vann)

Motion: Carried

Respectfully Submitted,
Michele L. Harling,
Yates Town Clerk