

**Town of Henderson  
12105 Town Barn Rd.  
Henderson, NY 13650  
Town Board Meeting  
December 28, 2023**

A regular meeting of the Town Board of the Town of Henderson, County of Jefferson and the State of New York held at 12105 Town Barn Rd.at 7:00PM, on the 28<sup>th</sup> day of December 2023.

PRESENT:	Edwin Glaser	----	Supervisor
	Carol Hall	----	Councilwoman
	Bryan Flagg	----	Councilman
	Matthew Owen	----	Councilman
	Torre Parker Lane	---	Councilwoman
	Wendy Flagg	----	Town Clerk

**Public Comments regarding old business – None**

MOTION

**MINUTES**

On a motion of Supervisor Glaser, second by Councilperson Parker Lane following motion was.

ADOPTED    Ayes 5                    Glaser, Flagg, Owen, Hall, Parker Lane  
                  Nays 0

Motion to approve minutes from December 12, 2023, Workshop/Town Board meeting.

MOTION

**MINUTES**

On a motion of Supervisor Glaser, second by Councilperson Parker Lane following motion was.

ADOPTED    Ayes 5                    Glaser, Flagg, Owen, Hall, Parker Lane  
                  Nays 0

Motion to approve minutes from December 18, 2023, Workshop/Town Board meeting.

Councilperson Owen asked that minutes from both December 12 & 18 meetings be modified per his request to state he was opposed to setbacks concerning Hovey Island development and he abstained from voting or did not vote to enter into executive session on December 18, 2023 meeting. Even so he participated in the executive session and found it to be very informative.

RESOLUTION  
2023-12-28-055

**BUDGET TRANSFERS**

On a motion by Councilman Hall, second by Councilwoman Parker Lane following resolution was

ADOPTED    Ayes 5                    Glaser, Flagg, Owen, Parker Lane, Hall  
                  Nays 0

Resolved to approve the following budget transfers:

CR: A1410.12 Dep Town Clerk; Payroll DB: A1990.4 Contingency Amount \$325.00  
To balance over expenditure in appropriations

CR: A8510.41 Henderson Garden Club; Contractual DB: A1990.4 Contingency Amount \$160.00  
To balance over expenditure in appropriations.

CR: DA5142.41 Snow Removal; Salt DB: DA5142.40 Snow Removal; Fuel Amount \$425.00  
To balance over expenditure in appropriations.

**BUDGET AMENDMENTS**

CR: A4089 American Rescue Plan Funds DB: A0599 Appropriated Fund Balance Amount \$12,750.00  
To bring in spent ARPA funds to revenue to be able to appropriate out.

CR: A9901.9 Interfund Transfers CR: A0599 Appropriated fund Balance Amount \$12,750.00  
To balance over expenditure for transfer of ARPA fund to water district where project was done.

**MOTION**

**AUDIT OF CLAIMS**

On a motion by Councilman Parker Lane, seconded by Councilman Flagg, the following motion was

ADOPTED    Ayes 5                    Glaser, Hall, Flagg, Owen, Parker- Lane  
                  Nays 0

Resolved to authorize payment of abstract #12YE include vouchers 00848 – 00874 for a total amount of \$27,291.52.

Summary by Payable Account

<u>Payable Acct</u>	<u>Total Amount</u>
General	\$10,802.17
Highway	\$15,542.35
Water Dist. 1	\$473.00
Water Dist. 2	\$473.00
Special Lighting Dist.	\$
Trust & Agency	\$
Water Capital Fund	\$

Local Law regarding changing the zoning description of 15530 Hovey Island, parcel #97.00—1-11, from Island District to Planned Development District was presented and discussed by Board.

RESOLUTION # 2023-12-28-056

**LOCAL LAW #2 HOVEY ISLAND PDD**

On a motion by Councilperson Hall, seconded by Councilperson Flagg, the following motion was

ADOPTED    Ayes 4            Glaser, Hall, Flagg, Parker- Lane  
              Nays 1             Owen

Board resolved the following:

**RESOLUTION #56 OF 2023**

**ENACT LOCAL LAW REGARDING  
Changing The Zoning Description of 15530 Hoveys Island  
(Part of Tax Parcel No.: 97.00-1-11)  
from Island District to Planned Development District  
and approving Site Plan for Campground with related Amenities.**

**WHEREAS**, the Town Board for the Town of Henderson, New York is interested in enacting a Local Law that will change the zoning description/classification of Hoveys Island from Island District to Planned Development District within the Town; and

**WHEREAS**, The Town Board is interested in approving the Site Plan for a Campground with related Amenities upon the subject property; and

**WHEREAS**, the Town board has reviewed the proposed application and legislation, has issued a negative declaration under SEQRA for the proposed Project, and intends to proceed as follows.

**NOW, THEREFORE, BE IT RESOLVED**, by the Town Board of the Town of Henderson, New York as follows:

1. The forgoing recitations are incorporated herein and made a part hereof as if set forth herein.

2. The Town Board hereby approves the recommendations of the Town of Henderson Planning Board dated September 5, 2023, as modified herein, approves the PDD, and approves development of the Subject Property as a Campground with related amenities together with certain conditions and otherwise approves the Site Plan.

3. The Town Board hereby enacts the Local Law changing the Zoning Description/Classification of Hoveys Island from Island District to Planned Development District as being in the best interests of the Town of Henderson.

4. The Supervisor for the Town of Henderson, and the Town Clerk, their respective agents and employees are hereby authorized to sign all documents and take all steps necessary to enact this legislation.

5. This Legislation shall be filed with the New York State Department of State and shall become effective thereafter.

6. This Resolution shall take effect immediately.

The foregoing Resolution was offered by Board Member, Hall, and seconded by Board Member, Flagg, and upon roll call vote of the Board was duly adopted as follows:

Supervisor Ed Glaser	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Carol Hall	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Torre Parker-Lane	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

Bryan Flagg	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Matthew Owen	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>

Dated: December 28, 2023

Wendy Flagg, Town Clerk

**Town of Henderson  
Local Law 2 of 2023**

**A local law Changing The Zoning Description of 15530 Hoveys  
Island  
from Island District to Planned Development District.**

Be It enacted by the TOWN BOARD of the TOWN OF HENDERSON as follows:

- SECTION 1. The zoning designation of 15530 Hoveys Island in the Town of Henderson (part of Tax Parcel #97.00-1-11) is hereby amended to change it from Island District to Planned Development District, and the Town's Zoning Map is hereby amended accordingly. The legal description of said parcel is attached hereto as Exhibit A.
- SECTION 2. The new Planned Development District shall hereafter be known as the Hoveys Island Planned Development District and the uses allowed thereon are as set forth on the Plans, Maps and Sheets listed on Exhibit B hereto (Incorporated by reference) and shall consist of the uses set forth on Exhibit C.
- SECTION 3. The water distribution system shall be constructed in accordance with any applicable New York State Department of Health Permit issued therefore. The sewage treatment and collection facilities shall be in accordance with any New York State Department of Environmental Conservation SPDES Permit issued therefore.
- SECTION 4. The applicant shall comply with all Town, County, State and Federal regulations regarding the development of the Project including but not limited to road construction, erosion and sedimentation control,

flood regulations, building construction, and all other aspects of said project.

SECTION 5. This Local Law is adopted pursuant to the Municipal Home Rule Law and, in accordance with Section 22 thereof it is determined that, to the extent that any procedural or substantive portions of this Law are inconsistent therewith, the provisions of Chapter 150 of the Code of the Town of Henderson, particularly Section 150-11 thereof as well as any provisions of Article 16 of the Town Law Including, but not limited to, Section 263, 264, 265 and 274-a thereof are hereby superseded by the substantive and procedural aspects of this Law.

SECTION 6. This Local Law shall take effect immediately upon filing in the office of the Secretary of State.

**EXHIBIT A**  
**15530 Hoveys Island**

"A piece or parcel of land situated in the Town of Henderson, County of Jefferson, and State of New York, being known as Hoveys Island, being a part of tax parcel 97.00-1-11 (but excluding Association Island), comprising 39.10 acres, bound northerly by Lake Ontario, southerly by Henderson Bay aka Snowshoe Bay, westerly by the eastern most connecting point of the bridge [after the small channel (the cut)] to Hoveys Island, including Hoveys Island itself, continuing until a point northeasterly at the closest point Hoveys Island connects to the road or causeway (at which connection point Hoveys Island ends, but the road or causeway proceeds thereafter to Association Island to the northeast). The foregoing description shall be further supplemented by Sun and accepted by the Town."

**EXHIBIT B**

60% Draft Plans for Hoveys Island PDD for Sun Communities Inc., Hoveys Island,  
Town of Henderson, Jefferson County, New York,

Dated November 27, 2023, Sheets 1 thru 35

Prepared by Colliers Engineering & Design



## **EXHIBIT C**

Allowed structures, amenities and responsibilities:

1. Maximum of 117 cabins/cottages for residential use.
2. One community center building will be a maximum of 3,000 square feet.
3. One maintenance building will be a maximum of 1,500 square feet.
4. One swimming pool.
5. Two pickle ball courts.
6. One playground area.
7. One parking area with 11 spaces and 2 handicap spaces.
8. One dock with maximum of 10 slips.
9. One boat launch 40± feet x 60± feet.
10. Trees, shrubs and ground cover will be preserved to maximum extent possible, especially in the 75-foot setback from the Mean High-Water Mark (MHW) to preserve the scenic quality of the island.
11. Cabin/cottage sites will be a minimum of 5,000 square feet.
12. All proposed lot areas are 5,000 square feet (greater than the campsite requirement of 2,500 square feet). A majority of the lots will meet the Planning Board's recommendations of 50 feet width x 100 feet depth. However, a small minority of the lots will not be perfectly rectangular due to the existing topography of the island and therefore those lots are permitted exceptions to the 50 feet width x 100 feet depth recommendations.

13. No structures will be located in the 75-foot setback from the Mean High-Water Mark except walking paths, boat launches and docks (all of these elements are allowed under the current zoning).
14. All cabins/cottages will be permanently installed on a suitable foundation.
15. All cabins/cottages will have a minimum setback of 10 feet on each side (ensuring at least 20 feet between each cabin/cottage) and rear, and 10 feet from the front camp site boundaries.
16. Fire pits will be a minimum of 10 feet from any structure.
17. No sites for RVs or similar vehicles are allowed.
18. The owner is responsible for the proper maintenance and care of the proposed development.
19. The Owner shall maintain accurate records of campground residents including names, addresses and vehicles, to extent required by law and otherwise in compliance with all laws, including Fair Housing Laws.
20. Wastewater collection and water distribution systems shall be installed and operated per NYS DEC and NYS DOH regulations and as reviewed and approved by the town engineer.
21. The setback area shall not be included as part of the recreation area. A minimum of 20% of the net area will be allocated for recreational use. The total site area is 39.1 acres, setback area is 7.5 acres which provides a net area of 31.6 acres ( $39.1 - 7.5 = 31.6$ ). The site has an 8.9 acres recreation area; therefore, 28% of the net area is available for recreational use ( $8.9/31.6 = 28\%$ ).
22. Total area owned by Sun Communities (including Association Island): 98.3 acres; Area of the proposed site on Hovey Island: 39.10 acres; and portion of the proposed site to be disturbed on Hovey Island: 29.20 acres.

23. The Applicant's reports to the NYSDEC and NYSDOH shall be copied to the Town Supervisor.
24. The Applicant shall not use herbicides or insecticides during its excavating, grading, or overall site construction activities (Sun's EAF mistakenly provided that herbicides or insecticides may be used during those activities).
25. No separate storage/accessory buildings are permitted on a lot other than the cabin/cottage.
26. Plans shall be revised to permit public walking access to a sunset viewing area (no parking shall be permitted), subject to all laws, and further subject to revocation of such public walking access due to any violation of law, including but not limited to, obstruction of traffic, breach of the peace, or Sun's rules.
27. The Applicant and/or its successors and/or assigns shall use best efforts to repair, maintain or reconstruct existing bridge(s) and/or abutments to preserve existing boating area(s) and do nothing to obstruct navigability through "the cut" except as may be reasonably necessary during repairs or maintenance of bridge(s) and/or abutment(s). The Applicant shall use best efforts to cooperate with any Federal, State or Local authorities that might dredge "the cut" from time to time.
28. Contingent upon approval of a Road Use Maintenance Agreement in such terms as are acceptable to the Town Board.
29. The Town Board and Applicant shall separately consider a limited public walking access agreement to provide the public limited walking access to the walking trails only on Hoveys Island, subject to revocation of such public access due to violation of laws, including but not limited to, obstruction of traffic, breach of the peace, or Sun's rules.

Board discussed a municipal road repair and maintenance security agreement with Sun Communities.

RESOLUTION #2023-12-28-057

**ROAD REPAIR AND MAINTENANCE AGREEMENT WITH SUN COMMUNITIES**

On a motion by Councilperson Hall, seconded by Councilperson Flagg, the following

ADOPTED    Ayes 4            Glaser, Hall, Flagg, Parker- Lane  
                 Nays 1            Owen

Board resolved the following:

**RESOLUTION #57 OF 2023  
APPROVE A MUNICIPAL ROAD REPAIR AND  
MAINTENANCE SECURITY AGREEMENT  
RELATED TO CAMPGROUND WITH RELATED AMENITIES  
ON HOVEYS ISLAND**

**WHEREAS**, the Town Board for the Town of Henderson, New York has enacted a Local Law to change the zoning description/classification of Hoveys Island from Island District to Planned Development District (“PDD”); and

**WHEREAS**, the Town Board has approved a site plan for a campground with related amenities upon Hoveys Island; and

**WHEREAS**, a condition of site plan approval and the Local Law is approval of a Municipal Road Repair and Maintenance Security Agreement upon such terms as are acceptable to the Town Board; and

**WHEREAS**, the Town Board has received, and reviewed, a Municipal Road Repair and Maintenance Security Agreement, attached as Exhibit A and incorporated herein for reference; and

**WHEREAS**, the Town Board intends to proceed as follows.

**NOW, THEREFORE, BE IT RESOLVED**, by the Town Board of the Town of Henderson, NY:

1. The above recitations are incorporated herein and made a part

hereof as if set forth hereafter.

2. The Town Board hereby approves the Municipal Road Repair and Maintenance Security Agreement attached as Exhibit A and directs its Highway Superintendent to identify all municipal roadways to be used by the Applicant/Developer in connection with the Project on 15530 Hoveys Island and which shall become a part of the Municipal Road Repair and Maintenance Security Agreement.

3. The Supervisor for the Town of Henderson, the Highway Superintendent for the Town of Henderson and the Town Clerk, their respective agents and employees are hereby authorized to sign all documents and take all steps necessary to meet all terms and conditions related to the Municipal Road Repair and Maintenance Security Agreement.

4. This Resolution shall take effect immediately.

The foregoing Resolution was offered by Board Member, Hall, and seconded by Board Member, Flagg, and upon roll call vote of the Board was duly adopted as follows:

Ed Glaser, Supervisor	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Carol Hall	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Torre Parker-Lane	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Bryan Flagg	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Matthew Owen	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>

Dated: December 28, 2023

Wendy Flagg, Town Clerk

# **MUNICIPAL ROAD REPAIR and MAINTENANCE SECURITY AGREEMENT**

This Agreement is made and entered into as of the \_\_\_\_\_ day of December 2023, by **SUN ASSOCIATION ISLAND RV, LLC/SUN COMMUNITIES, INC.** (the "Owner"), with a principal place of business located at 27777 Franklin Road, Suite 200, Southfield, MI 48034 ( the "Developer"). and the **TOWN OF HENDERSON**, a municipal corporation within the State of New York, having its principal place of business at 12105 Town Barn Road, Henderson, NY 13650 (the "Municipality"). The Developer and the Municipality may be referred to in this Agreement, individually, as a "party" and jointly, as the "parties."

## **RECITALS**

**WHEREAS**, Developer proposes to construct a campground with related amenities at 15530 Hoveys Island upon part of Tax Parcel No.: 97.00-1-11 in the Town of Henderson (the "Project"); and

**WHEREAS**, Developer will need to use public roadways within the Municipality to access the Project site during construction; and

**WHEREAS**, the Municipality is concerned about excess wear and tear on the municipal roadways from overweight construction vehicles during construction of the Project; and

**WHEREAS**, the municipal roadways to be used are described in "Exhibit A"; and

**WHEREAS**, the Municipality is requiring the Developer to post financial security in the amount of Sixty Thousand Dollars (\$60,000), Ten Thousand Dollars (\$10,000) of which shall be a non-refundable deposit, (the "Security") to ensure any excess wear and tear to the municipal roadways, which it makes use of, are repaired and maintained in the same or better condition as existed prior to the commencement of the Project; and

**WHEREAS**, this Agreement sets forth the terms and conditions by which the Developer shall provide the Municipality with such Security to pay for and/or reimburse the Municipality for the maintenance and repair of the municipal roadways.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound hereby, the parties do hereby agree as follows:

**1. RECITALS**

The recitals set forth above are incorporated herein and made a part of this Agreement.

**2. EFFECTIVE DATE**

This Agreement shall become effective upon its execution by all parties (the "Effective Date"). The term of this Agreement (the "Term") shall commence on the Effective Date and terminate one (1) year following the Municipality receiving written notification from the Developer that that Construction Activities have been completed and the roadways having been properly repaired, all as confirmed by the Town Engineer.

**3. CONSTRUCTION ACTIVITIES**

The "Construction Activities" shall refer to and mean all such activities related to the development and construction of the Project.

**4. GRANT OF SECURITY**

- A. As security to guarantee the maintenance and repair of the municipal roadways (as identified in Exhibit A) resulting from excess wear and tear due to Construction Activities at and around the Project site, the Developer hereby agrees to provide the Municipality with a cash deposit in the amount of Sixty Thousand Dollars (\$60,000), Ten Thousand Dollars (\$10,000) of which shall be a non-refundable deposit ("Security"). The Developer shall provide this Security to the Municipality within fourteen (14) days after the execution of this Agreement by all parties.
- B. The Security shall be deposited by the Municipality in a separate non-interest-bearing account in a bank licensed to conduct business in the State of New York. The account shall be held in the name of the Municipality and controlled by the Municipality. The account shall be used exclusively as a depository for the Security and shall not contain any other funds of the Municipality. The Security shall be used by the Municipality in accordance with this Agreement.
- C. The Municipality hereby represents and covenants (i) it will draw against the Security upon its determination that damage to one or more of the municipal roadways identified in Exhibit A has occurred

beyond the Pre-Construction Baseline (as defined below); and (ii) use of the Security shall be limited to payment and/or reimbursement for post-construction engineering evaluation and inspection, and the costs of municipal road maintenance, repair, restoration and resurfacing, as needed.

- D. Before drawing against the Security as provided in this Agreement, the Municipality shall provide Developer advance written notice of its intent to draw down the Security. Such notice to Developer shall include, without limitation, the (i) specific name of the roadway; (ii) photographs or other documented evidence of damage; (iii) proposed scope of work; and (iv) projected cost for such work to be completed by the Municipal highway department, or such other agent(s) as may be appropriate in a timely reasonable manner.
- E. If the Town Board decides that the cost of roadway maintenance and repair to be completed, or the Construction Activities have been completed as provided herein, in a sufficient amount to warrant reduction in the amount of the Security, the Town Board may reduce the amount of the Security to be held by the Municipality. Any funds exceeding the reduced amount of Security shall promptly be returned to the Developer, other than the \$10,000 non-refundable deposit. In contrast, nothing herein shall prevent the Town Board from requiring additional security.
- F. Upon the completion of the Construction Activities, the Developer shall provide the Municipality with written notice of such completion and request that the Security, or remaining portion thereof, other than the \$10,000 non-refundable deposit, be released and returned to the Developer no later than one (1) year following completion of the Construction Activities. The Municipality agrees to return the Security, or remaining portion thereof, other than the \$10,000 non-refundable deposit, to the Developer and release the Developer from its obligations under this Agreement no later than one (1) year following receipt of a written certification from the Town's Engineer that the Construction Activities have been completed in accordance with all applicable laws, this Agreement and the Approved Site Plans, as may be amended, and that impacted municipal roadways have been maintained and repaired to the same or better condition as the Pre-Construction Baseline.

## **5. PRE-CONSTRUCTION BASELINE OF ROADWAY CONDITIONS**

The Developer shall, at its sole cost and expense, retain an independent New York licensed professional civil engineer to inspect the municipal roadways



identified in Exhibit A, including performance of visual inspections, core testing, or other standard road evaluation practices, prior to the commencement of Construction Activities to determine the pre-construction condition of such roads, taking into account road surface, base, sub-base, cross-section, and shoulder (the "Pre- Construction Baseline"). Photographs and/or video for the Pre-Construction Baseline will be taken at a maximum interval of two hundred (200) feet, and at substantially lesser intervals in the vicinity of all access road intersections, to document the condition of all identified municipal roadways that may be impacted by traffic relating to construction of the Project. The results of the Pre-Construction Baseline shall be set forth in a written report certified to the Town by the Developer's civil engineer, and such report shall be subject to the approval of the Town Engineer. The Town Engineer shall approve or disapprove the Pre-Construction Baseline within twenty (20) business days following receipt of the same from the Developer.

## 6. MISCELLANEOUS

- A. Notices. All notices required under this Agreement will be in writing and will be served by personal delivery, or by prepaid, express mail (next day) via a nationally known courier service, or by prepaid, registered or certified mail, addressed to the respective parties at their addresses set forth below. Any such notice will be deemed to be given and effective: (i) if personally delivered, then on the date of such delivery; (ii) if sent via express mail (next day) then one (1) business day after the date such notice is sent; or (iii) if sent by registered or certified mail, then three (3) business days following the date such notice is deposited in the United States mail addressed as aforesaid. For purposes of this Agreement, "business day" shall be deemed to mean a day of the week other than a Saturday or Sunday or other holiday recognized by banking institutions of the State of New York.

Copies of all notices shall be sent to the following:

If to Developer: Sun Association Island RV, LLC/  
Sun Communities, Inc.  
27777 Franklin Road, Suite 200  
Southfield, MI 48034

With a Copy To: Kendall, Walton & Burrows  
120 Washington Street, Suite 500A  
Watertown, NY 13601

If to the Municipality:           Town of Henderson  
  ATTN: Town Supervisor  
  12105 Town Barn Road  
  Henderson, NY 13650

- B. Parties in Interest. All the terms and provisions of this Agreement will be binding upon and inure to the benefit of and be enforceable by the heirs, legal representatives, successors and permitted assigns of the parties hereto.
- C. Entire Contract. There are and were no verbal or written representations, warranties, understandings, stipulations, agreements, or promises pertaining to the subject matter of this Agreement made by the parties or any agent, employee, or other representative of the parties or any other person representing or purporting to represent the parties, not incorporated in writing in this Agreement, and neither this Agreement nor any of the terms, provisions, conditions, representations, or covenants contained in this Agreement can be modified, changed, terminated, amended, superseded, waived, or extended except by an appropriately written instrument specifically referencing this provision duly executed by the parties.
- D. Originals. This Agreement may be executed in counterparts, each of which will be an original, and a digital copy showing execution shall be given the same force and effect of an original.
- E. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and will not in any way affect the meaning or interpretation of the text of this Agreement.
- F. Governing Law. This Agreement will be construed and enforced in accordance with the laws of the State of New York, without giving effect to any conflict of laws or choice of law rules to the contrary.
- G. Assignment of Contract. The Developer shall not assign any interest in this Agreement or the Security, except to corporate affiliates, without the prior written consent of the Municipality, which consent shall not be unreasonably withheld, conditioned, or delayed.
- H. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Developer and the Municipality and their respective legal representatives, successors, heirs and permitted assigns. and no other

person or entity shall be entitled to rely upon or receive any benefit from this Agreement.

- I. Severability. If any provision of this Agreement is held invalid by Court of Law, the remainder of this Agreement shall not be affected thereby and shall be enforced to the maximum extent permitted by the Laws of the State of New York.

IN WITNESS WHEREOF, Developer and Municipality have duly executed this Agreement as of the Effective Date.

TOWN OF HENDERSON

By:

\_\_\_\_\_

Name: Edwin Glaser  
Title: Supervisor

Sun Association Island RV, LLC/  
Sun Communities, Inc.

By:

\_\_\_\_\_ Name:

Print \_\_\_\_\_  
Title: \_\_\_\_\_

Councilperson Owen does not agree with acting on a Local Law without benefit of Public Hearing.

Appointments for Zoning Board, Planning Board and Board of Assessment Review were discussed.

Councilperson Owen reads state law Town Board can only appoint member to finish out rest of the unexpired term of person resigning.

Appointment of board members will wait until after New Year.

Board Comments: Councilperson Owen thanked Councilperson Hall and Councilperson Flagg for their service.

**Public Comments:** None

No further business to discuss a motion by Councilperson Hall second by Councilperson Flagg the meeting was adjourned. Carried unanimously.

Respectfully submitted,  
Wendy Flagg / Town Clerk/Collector

All Town meetings held at  
12105 Town Barn Rd., Henderson, NY 13650

Jan 01	(Monday)	Town Offices Closed for Holiday	
Jan 02	(Tuesday)	Planning Board Meeting	5:00PM
Jan 02	(Tuesday)	Organizational Meeting	7:00PM
Jan 09	(Tuesday)	Town Board Meeting	7:00PM
Jan 15	(Monday)	Town Offices Closed for Holiday	
Jan 17	(Wednesday)	Zoning Board Meeting	6:00PM
Jan 18	(Thursday)	Recreation Commission Meeting	7:00PM
Feb 06	(Tuesday)	Planning Board Meeting	5:00PM
Feb 13	(Tuesday)	Town Board Meeting	7:00PM
Feb 19	(Monday)	Town Office Closed for Holiday	
Feb 21	(Wednesday)	Zoning Board Meeting	6:00PM
Feb 22	(Thursday)	Recreation Commission Meeting	7:00PM