

A Regular Meeting of the Town of Avon was held on Thursday, July 24, 2008 at 6:00 P.M. at the Avon Village Hall with the following members present:

PRESENT: Supervisor David LeFeber, Deputy Supervisor Kelly Cole, Councilmen Donald Cook, Jr., Thomas Mairs, and James Blye

OTHERS: Attorney Timothy Ingersoll, Highway Superintendent Robert Ayers, Town Engineer Timothy Rock, Code Enforcement Officer Anthony Cappello, Water Superintendent Daniel McKeown, Hurricane Technology Employee Jeremiah Jordan, Assessor Tamara Snyder, and Town Clerk Sharon Knight

VISITORS: Joe Reitz

Supervisor LeFeber called the meeting to order at 6:05 P.M.

Supervisor LeFeber asked for any visitor comments and there were none.

DISCUSSION

TOWN ATTORNEY

Attorney Ingersoll reported on the following:

A letter was received by the Supervisor from Attorney Peter Skivington, dated July 8, 2008 with a request for reimbursement of cost incurred by the issuance of a building permit that then had a stop work issued. Attorney Ingersoll stated he has attempted to contact Attorney Skivington for discussion as the Town can not issue money for something they do not have any liability as this is a loss of an individual. Deputy Supervisor Cole questioned if the story in the letter was accurate. Attorney Ingersoll stated although the permit should not have been issued, the property owner is charged with having knowledge of the Code. His recommendation was to have the Code Enforcement Officer request the building be taken down due to safety issues as the building is leaning and wind storms have been frequent. Engineer Rock stated the building has been leaning since last spring. If the owner agrees to take down the building a time frame must be provided and if the owner does not agree then legal action should be taken by the Town.

Town Clerk Knight requested a copy of the letter and Supervisor LeFeber stated a copy was not provided due to an outstanding question. The question is if the letter could be involved in any litigation if the town goes to court over the incident. Attorney Ingersoll stated he is not concerned and there have been no return calls from Attorney Skivington after he sent opinion to Board from November 2007 letter. Attorney Ingersoll stated it is a part of the record and unless there is a specific reason you must rule on the basis of open government. A copy of the letter was provided to the Clerk and the Attorney requested the Clerk fax him a copy.

Attorney Ingersoll reported that he has reviewed the proposed Memorandum of Understanding Between The Town of Avon and The Genesee Valley Conservancy,

DISCUSSION-continued
TOWN ATTORNEY

Regarding: Coyne & Chase Farms and Mulligan Farm. He stated that he saw no problem with the Genesee Valley Conservancy monitoring and enforcing for any violations in the agreement. Upon the Attorney's recommendation the Board took the following action.

RESOLUTION #133
AUTHORIZATION TO SIGN MEMORANDUMS OF UNDERSTANDING –
CHASE/COYNE; MULLIGAN

On motion of Councilman Mairs, seconded by Councilman Cook the following resolution was ADOPTED AYES 5 NAYS 0

RESOLVE to authorize the Supervisor to sign the following memorandums of understanding for Chase/Coyne Farms and Mulligan, dated, June 24, 2008.

MEMORANDUM OF UNDERSTANDING

BETWEEN THE TOWN OF AVON AND THE GENESSEE VALLEY CONSERVANCY
 REGARDING: MULLIGAN FARM

This Agreement (the "Agreement") is entered into this _____ day of _____, 2008, between the **GENESSEE VALLEY CONSERVANCY**, a New York not-for-profit corporation with a mailing address of P.O. Box 73, One Main Street, Geneseo, New York 14454 (hereafter "GVC") and the Town of Avon, a New York State municipal entity with a mailing address of 27 Genesee Street, Avon, New York 14414 (hereafter the "Avon").

WITNESSETH:

WHEREAS, GVC and Avon agree that the approximate 1161 acres of real property in the Town of Avon, Livingston County, New York and in the Town of Rush, Monroe County, commonly known as the Mulligan Farm (the "Property") and owned by Livingston Mulligan and Barbara Scott, Jeffrey Mulligan and Lesa Sobolewski and Mulligan Farms LLC, Inc. (said Livingston Mulligan and Barbara Scott, Jeffrey Mulligan and Lesa Sobolewski and Mulligan Farms LLC, Inc. together being the "Landowner"), is viable farm property that should be conserved for agricultural purposes; and

WHEREAS, GVC and Landowner have identified the Property as being all or part of certain tax parcels which are set forth in Appendix A hereto; and

WHEREAS, GVC and Avon have worked together to secure funding to protect the Property by utilizing the New York State Department of Agriculture and Market's ("NYSDAM") Farmland Protection Implementation Grant ("FPIG") program and the United States Department of Agriculture's ("USDA") Farm and Ranch Lands Protection Program (FRPP); and

RESOLUTION #133-continued
AUTHORIZATION TO SIGN MEMORANDUMS OF UNDERSTANDING –
CHASE/COYNE; MULLIGAN

WHEREAS, Avon has entered into an FPIG agreement with NYSDAM (the “State Grant Agreement” and GVC has entered into an FRPP agreement with USDA (the “Federal Grant Agreement”) to together provide funding for the purchase of the Property’s development rights for the protection of the Property by a Conservation Easement or “Conservation Easement(s)”) and for procuring the professional services required to comply with FPIG and FRPP requirements; and

Whereas, GVC and Avon both wish to insure adequate and timely communication between GVC, Avon, the Landowner, NYSDAM and USDA in order to complete FPIG and FRPP requirements and to provide payment of FPIG and FRPP funds to the Landowner and others at the earliest possible date; and

Whereas, it is in the best interest of GVC and Avon to enter into an agreement that will govern their roles as partners in this conservation effort;

Now therefore, GVC and Avon agree as follows:

1. To satisfy the requirements in the State Grant Agreement and Federal Grant Agreement (together being the “Grant Agreements”), Avon and GVC must arrange for the preparation of certain documents and the completion of certain steps outlined in the Project Event Sequence set forth in Appendix B attached hereto. GVC and Avon agree to take responsibility for the various documents and steps designated to each of them in the Project Event Sequence and to complete the same in a timely fashion.
2. GVC has designated Robert L. Besanceney as Project Manager. The Project Manager will be responsible for communications, project coordination and assisting GVC and Avon to complete the documents and steps outlined in the Project Event Sequence (Appendix B) and shall be available to Avon to answer questions and respond to issues and concerns in relation to the completion of the project.
3. Avon shall in a timely fashion provide copies to GVC and GVC’s Project Manager of any and all correspondence, notices, approvals or other documents related to the Property, FPIG or FRPP requirements or the Grant Agreements.
4. Attached as Exhibit C is the proposed project budget prepared in the format required by NYSDAM and USDA. GVC or the Project Manager will provide to Avon updated versions of the budget as changes occur. At least every three months, GVC or the Project Manager will further provide Avon with written updates showing status of each of the steps in the Project Event Sequence (Appendix B). GVC and the Project Manager shall promptly return phone calls from representatives of Avon.

RESOLUTION #133-continued
AUTHORIZATION TO SIGN MEMORANDUMS OF UNDERSTANDING –
CHASE/COYNE; MULLIGAN

5. GVC and Avon will cooperate in the preparation and submittal to NYSDAM of two requests for reimbursement under the State Grant Agreement. Both requests shall be in the format required by the State Grant Agreement and include such supporting information as required by the State Grant Agreement. The first request shall be for a “partial disbursement” to reimburse GVC and/or the Landowner for expenses incurred in obtaining the survey, title evidence, appraisal or other like expenses. The second request shall be for the “final disbursement” of the balance of FPIG funds. Avon shall provide to GVC any funds so received within 30 days of Avon’s receipt of the funds from NYSDAM.

6. GVC and Avon will cooperate in the preparation and submittal to USDA of one request for reimbursement under the Federal Grant Agreement.

7. GVC and Avon agree that GVC shall be the sole holder or grantee of the Conservation Easement(s) to be given by the Landowner.

8. The Conservation Easement(s) will create perpetual restrictions on the Property and impose a perpetual easement stewardship responsibility on GVC. GVC agrees to assume the responsibility for conducting yearly monitoring visits to the Property to insure compliance with the Conservation Easement and shall be responsible for responding to any act or omission on the part of the Landowner or their successors that may result in a violation of the Conservation Easement and further agrees that it will enforce the terms of the Conservation Easement as GVC deems appropriate if it determines that a violation has occurred.

9. In the event that the State Grant Agreement is terminated by NYSDAM or by Avon before being completed, this Agreement will be deemed to be terminated. However, in the event that GVC or the Landowner have, at or before the date of termination, incurred expenses that may be partially reimbursed under the State Grant Agreement, Avon agrees to submit a request to NYSDAM for partial reimbursement as outlined in paragraph 5 above. GVC agrees to provide all needed documentation to allow Avon to submit such request. Avon shall provide to GVC any funds so received within 30 days of Avon’s receipt of the funds from NYSDAM.

10. In the event that the Federal Grant Agreement is terminated by USDA or by GVC before being completed, this Agreement will be deemed to be terminated unless GVC and the Landowner agree to proceed with the transaction without funds from USDA.

11. Upon the completion of all of the steps in the Project Event Sequence (Appendix B), the receipt of all funding under the Grant Agreements and the receipt of notice from NYSDAM that the file has been closed, this Agreement will be deemed to be completed and both party’s responsibilities deemed to be satisfied with the exception of GVC’s responsibilities in paragraph 8 pertaining to monitoring and enforcing the Conservation

RESOLUTION #133-continued
AUTHORIZATION TO SIGN MEMORANDUMS OF UNDERSTANDING –
CHASE/COYNE; MULLIGAN

Easement, which responsibilities shall continue. Except as set forth in paragraphs 9 or 10 above, or this paragraph, this Agreement may be terminated only upon the written consent of both GVC and Avon.

12. The GVC and Avon shall hold harmless and indemnify the other party from and against liability, loss, damage, cost and expense which such other party may suffer from any claim, demand, suit or cause of action which may be made or had against it by reason of the negligence or malpractice on the part of the indemnifying party, including its agents, servants or employees.

13. This Agreement may not be changed orally and is intended to apply to and bind the successors, and assigns of the parties.

In witness where of, the parties have set their hands on the date set forth above.

GENESEE VALLEY CONSERVANCY

BY: _____

Eric W. Grace, Executive Director

TOWN OF AVON

By: _____

State of New York)
County of Livingston) SS. :

On this ____ day of _____, 2008, before me, the undersigned personally appeared, Eric W. Grace, Personally Known to me on the basis of satisfactory evidence to be the individual whose name is to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

State of New York)
County of Livingston) SS. :

RESOLUTION #133-continued
AUTHORIZATION TO SIGN MEMORANDUMS OF UNDERSTANDING –
CHASE/COYNE; MULLIGAN

On this ____ day of _____, 2008, before me, the undersigned personally appeared, _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Appendix A

Tax Parcels for Mulligan Farm Property To be Conserved

Town of Avon, Livingston County:

| <u>Tax Identification Number</u> | <u>Acres</u> | <u>Owner</u> |
|----------------------------------|--------------|---------------------------------------|
| 25.00-1-4 | 148.5 | Livingston Mulligan and Barbara Scott |
| 25.00-1-15 | 79 | Livingston Mulligan and Barbara Scott |
| 25.00-1-16.2 | 110 | Livingston Mulligan and Barbara Scott |
| 25.00-1-3.5 | 144.3 | Jeffrey Mulligan and Lesa Sobolewski |
| 25.00-1-1 | 111.3 | Mulligan Farms LLC, Inc. |
| 25.00-1-2 | 324.7 | Mulligan Farms LLC, Inc. |
| 25.00-1-33 | 88.3 | Mulligan Farms LLC, Inc. |

Town of Rush, Monroe County:

| <u>Tax Identification Number</u> | <u>Acres</u> | <u>Owner</u> |
|----------------------------------|--------------|-------------------------|
| 226.03-1-3 | 93.6 | Mulligan Farms LLC, Inc |
| 226.03-1-4 | 101.4 | Mulligan Farms LLC, Inc |
| 226.03-1-5.1 | 45 | Mulligan Farms LLC, Inc |

RESOLUTION #133-continued
AUTHORIZATION TO SIGN MEMORANDUMS OF UNDERSTANDING –
CHASE/COYNE; MULLIGAN

APPENDIX B
PROJECT EVENT SEQUENCE
(Primary Responsibility for Step Noted in Parenthesis)

- NYSDAM Award Letter Received (by Avon) C
- USDA Award Letter Received (by GVC)
- NYSDAM Grant Contract Executed and Returned to NYSDAM (by Avon)
- USDA Grant Agreement Executed and Returned to USDA (by GVC)
- Prepare Preliminary Site Plan and Draft Conservation Easement (by GVC)
- Send Preliminary Site Plan and Draft Conservation Easement to NYSDAM (and to USDA, if required) for Approval (by GVC)
- Upon Approval of Site Plan and Draft Conservation Easement (all by GVC):
 - Prepare & Execute Purchase of Development Rights Contract
 - Order Instrument Survey
 - Order Appraisal Report
 - Order Title Search Continuation and Preparation of Preliminary Title Report / Binder
 - Order Environmental Assessment (if necessary)
- Submit Request for partial reimbursement from NYSDAM for qualifying expenses incurred to date (by GVC and Avon)
- Order / Prepare Baseline Document Report (by GVC)
- Finalize Conservation Easement (by GVC)
- Prepare Project Budget (by GVC)
- Prepare Monitoring Plan / Stewardship Agreement (by GVC)
- Obtain NYSDAM Waiver (by GVC)
- Send Complete Project File to NYSDAM and to USDA for Review (by GVC)
- Respond to NYSDAM and USDA requests and requirements (by GVC)

RESOLUTION #133-continued
AUTHORIZATION TO SIGN MEMORANDUMS OF UNDERSTANDING –
CHASE/COYNE; MULLIGAN

- Receive NYSDAM and USDA Notice to Proceed / Project Approval (by GVC)
- Schedule Closing Date and Close (by GVC and Avon)
- Send Post Closing Documents to NYSDAM and USDA and Receive Notice of Completed File from NYSDAM (by GVC)
- Send Copy of Recorded Conservation Easement to NYSDEC (by GVC)
- Complete Audit Reports and Final Organization of Project Records (by GVC and Avon)

RESOLUTION #133-continued
AUTHORIZATION TO SIGN MEMORANDUMS OF UNDERSTANDING –
CHASE/COYNE; MULLIGAN

APPENDIX C
PROJECT BUDGET

Mulligan Farm - Town of Avon, Livingston County and Town of Rush, Monroe County

PROJECT COSTS

Estimated Value of Conservation Easement \$1,811,000 (1161 Acres at \$ 1,559.86/acre)

Administrative Costs

| | | |
|----------------------------|-----------------|------------------------------|
| Title Insurance | \$5,100 | |
| Survey(s) | \$22,000 | |
| Appraisal | \$9,500 | Note: 3 appraisals |
| Outside Legal Review | \$2,000 | |
| Outside Easement Expertise | \$7,500 | |
| Recording Fees | \$5,900 | |
| Stewardship Fee | \$30,000 | Note: 3 easements @ \$10,000 |
| Baseline Doc Report | \$3,750 | Note: 3 easements @ \$1,250 |
| Title Abstracts | \$1,500 | |
| Subtotal | \$87,250 | |

Administrative Costs (in-kind)

| | | |
|-----------------------|----------------|-------------------------------|
| Staff Time | \$1,350 | |
| Travel/office expense | \$1,500 | |
| Other | \$3,000 | Identify: Consultant pro bono |
| Subtotal | \$5,850 | |

Total Project Costs \$1,904,100

FUNDING SOURCES

Local Match Funding

| | | |
|-----------------------------------|------------------|----------------------|
| Municipal Funds | \$0 | |
| Landowner Donation | \$30,150 | |
| In-Kind | \$5,850 | |
| Other (foundation, federal, etc.) | \$438,850 | Identify: FRPP Grant |
| Subtotal | \$474,850 | |
| % of total project costs | 25% | |

State Funding

| | |
|---------------------------------------|-------------|
| State Funding | \$1,429,250 |
| % of total project costs above | 75% |

RESOLUTION #133-continued
AUTHORIZATION TO SIGN MEMORANDUMS OF UNDERSTANDING –
CHASE/COYNE; MULLIGAN

MEMORANDUM OF UNDERSTANDING

BETWEEN THE TOWN OF AVON AND THE GENESEE VALLEY CONSERVANCY
REGARDING: COYNE & CHASE FARMS

This Agreement (the “Agreement”) is entered into this ____ day of _____, 2008, between the **GENESEE VALLEY CONSERVANCY**, a New York not-for-profit corporation with a mailing address of P.O. Box 73, One Main Street, Geneseo, New York 14454 (hereafter “GVC”) and the Town of Avon, a New York State municipal entity with a mailing address of 27 Genesee Street, Avon, New York 14414 (hereafter the “Avon”).

WITNESSETH:

WHEREAS, GVC and Avon agree that the approximate 1585 acres of real property in the Town of Avon and Lima, Livingston County, New York and in the Town of Rush, Monroe County, commonly known as the Coyne Farm (owned by Coyne Farms, Inc. and Coyne Realty, LLC) and the Chase Farm (owned by Selden Chase and Marilyn Chase) are viable farm property that should be conserved for agricultural purposes. (Said Coyne Farm and Chase Farm together being the “Property” and said Coyne Farms, Inc., Coyne Realty, LLC, Selden Chase and Marilyn Chase together being the “Landowner”); and

WHEREAS, GVC and Landowner have identified the Property as being all or part of certain tax parcels which are set forth in Appendix A hereto; and

WHEREAS, GVC and Avon have worked together to secure funding to protect the Property by utilizing the New York State Department of Agriculture and Market’s (“NYSDAM”) Farmland Protection Implementation Grant (“FPIG”) program; and

WHEREAS, Avon has entered into an FPIG agreement with NYSDAM (the “Grant Agreement”) to provide funding for the purchase of the Property’s development rights, for the protection of the Property by a Conservation Easement or Easements (the “Conservation Easement(s)”) and for procuring the professional services required to comply with FPIG requirements; and

Whereas, GVC and Avon both wish to insure adequate and timely communication between GVC, Avon, the Landowner and NYSDAM in order to complete FPIG requirements and to provide payment of FPIG funds to the Landowner and others at the earliest possible date; and

Whereas, it is in the best interest of GVC and Avon to enter into an agreement that will govern their roles as partners in this conservation effort;

RESOLUTION #133-continued
AUTHORIZATION TO SIGN MEMORANDUMS OF UNDERSTANDING –
CHASE/COYNE; MULLIGAN

Now therefore, GVC and Avon agree as follows:

1. To satisfy the requirements in the Grant Agreement, Avon and GVC must arrange for the preparation of certain documents and the completion of certain steps outlined in the Project Event Sequence set forth in Appendix B attached hereto. GVC and Avon agree to take responsibility for the various documents and steps designated to each of them in the Project Event Sequence and to complete the same in a timely fashion.
2. GVC has designated Robert L. Besanceney as Project Manager. The Project Manager will be responsible for communications, project coordination and assisting GVC and Avon to complete the documents and steps outlined in the Project Event Sequence (Appendix B) and shall be available to Avon to answer questions and respond to issues and concerns in relation to the completion of the project.
3. Avon shall in a timely fashion provide copies to GVC and GVC's Project Manager of any and all correspondence, notices, approvals or other documents related to the Property, FPIG requirements or the Grant Agreement.
4. Attached as Exhibit C and Exhibit D are the proposed project budgets prepared in the format required by NYSDAM. GVC or the Project Manager will provide to Avon updated versions of the budgets as changes occur. At least every three months, GVC or the Project Manager will further provide Avon with written updates showing status of each of the steps in the Project Event Sequence (Appendix B). GVC and the Project Manager shall promptly return phone calls from representatives of Avon.
5. GVC and Avon will cooperate in the preparation and submittal to NYSDAM of two requests for reimbursement under the Grant Agreement for each farm (the Coyne Farm and the Chase Farm). All requests shall be in the format required by the Grant Agreement and include such supporting information as required by the Grant Agreement. The first request for each farm shall be for a "partial disbursement" to reimburse GVC and/or the Landowner for expenses incurred in obtaining the survey, title evidence, appraisal or other like expenses. The second request for each farm shall be for the "final disbursement" of the balance of FPIG funds. Avon shall provide to GVC any funds so received within 30 days of Avon's receipt of the funds from NYSDAM.
6. GVC and Avon agree that GVC shall be the sole holder or grantee of the Conservation Easement(s) to be given by the Landowner.
7. The Conservation Easement(s) will create perpetual restrictions on the Property and impose a perpetual easement stewardship responsibility on GVC. GVC agrees to assume the responsibility for conducting yearly monitoring visits to the Property to insure compliance with the Conservation Easement and shall be responsible for responding to

RESOLUTION #133-continued
AUTHORIZATION TO SIGN MEMORANDUMS OF UNDERSTANDING –
CHASE/COYNE; MULLIGAN

any act or omission on the part of the Landowner or their successors that may result in a violation of the Conservation Easement and further agrees that it will enforce the terms of the Conservation Easement as GVC deems appropriate if it determines that a violation has occurred.

8. In the event that the Grant Agreement is terminated by NYSDAM or by Avon before being completed, this Agreement will be deemed to be terminated. However, in the event that GVC or the Landowner have, at or before the date of termination, incurred expenses that may be partially reimbursed under the Grant Agreement, Avon agrees to submit a request to NYSDAM for partial reimbursement as outlined in paragraph 5 above. GVC agrees to provide all needed documentation to allow Avon to submit such request. Avon shall provide to GVC any funds so received within 30 days of Avon's receipt of the funds from NYSDAM.

9. Upon the completion of all of the steps in the Project Event Sequence (Appendix B), the receipt of all funding under the Grant Agreement and the receipt of notice from NYSDAM that the file has been closed, this Agreement will be deemed to be completed and both party's responsibilities deemed to be satisfied with the exception of GVC's responsibilities in paragraph 7 pertaining to monitoring and enforcing the Conservation Easement, which responsibilities shall continue. Except as set forth in paragraph 8 above, or this paragraph, this Agreement may be terminated only upon the written consent of both GVC and Avon.

10. The GVC and Avon shall hold harmless and indemnify the other party from and against liability, loss, damage, cost and expense which such other party may suffer from any claim, demand, suit or cause of action which may be made or had against it by reason of the negligence or malpractice on the part of the indemnifying party, including its agents, servants or employees.

11. This Agreement may not be changed orally and is intended to apply to and bind the successors, and assigns of the parties.

In witness whereof, the parties have set their hands on the date set forth above.

GENESEE VALLEY CONSERVANCY

By: _____
Eric W. Grace, Executive Director

TOWN OF AVON

RESOLUTION #133-continued
AUTHORIZATION TO SIGN MEMORANDUMS OF UNDERSTANDING –
CHASE/COYNE; MULLIGAN

By: _____

State of New York)
County of Livingston) SS. :

On this ____ day of _____, 2008, before me, the undersigned personally appeared, Eric W. Grace, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

State of New York)
County of Livingston) SS. :

On this ____ day of _____, 2008, before me, the undersigned personally appeared, _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

RESOLUTION #133-continued
AUTHORIZATION TO SIGN MEMORANDUMS OF UNDERSTANDING –
CHASE/COYNE; MULLIGAN

Appendix A
Tax Parcels for Coyne Farm Property To be Conserved

Town of Avon and Lima, Livingston County:

| <u>Tax Identification Number</u> | <u>Acres/Town</u> | <u>Owner</u> |
|----------------------------------|-------------------|-------------------|
| 25.00-1-13.11 | 325.9/Avon | Coyne Farms, Inc. |
| 26.00-1-23.2 | 25/Avon | Coyne Farms, Inc. |
| 26.00-1 –38 | 50/Avon | Coyne Farms, Inc. |
| 26.00-1-2.113 | 117/Avon | Coyne Farms, Inc. |
| 45.00-1-52.1 | 74/Avon | Coyne Farms, Inc. |
| 46.00-1-22.11 | 90.6/Lima | Coyne Farms, Inc. |
| 46.00-1 –56 | 296.1/Lima | Coyne Farms, Inc. |
| 36.00-1-3 | 138/Avon | Coyne Realty, LLC |
| 35.00-1-15 | 430/Avon | Coyne Realty, LLC |

Town of Rush, Monroe County:

| <u>Tax Identification Number</u> | <u>Acres</u> | <u>Owner</u> |
|----------------------------------|--------------|-------------------------------|
| 227.03-1-9 | 75 | SeldenChase and Marilyn Chase |

Appendix B
PROJECT EVENT SEQUENCE
 (Primary Responsibility for Step Noted in Parenthesis)

- NYSDAM Award Letter Received (by Avon)
- NYSDAM Grant Contract Executed and Returned to NYSDAM (by Avon)
- Prepare Preliminary Site Plan and Draft Conservation Easement for each Farm (by GVC)
- Send Preliminary Site Plan and Draft Conservation Easement for each Farm to NYSDAM for
- Approval (by GVC)
- Upon Approval of Site Plan and Draft Conservation Easement for each Farm (all by GVC):
 - Prepare & Execute Purchase of Development Rights Contract
 - Order Instrument Survey
 - Order Appraisal Report
 - Order Title Search Continuation and Preparation of Preliminary Title Report / Binder
 - Order Environmental Assessment (if necessary)
- Submit Requests for partial reimbursement from NYSDAM for qualifying expenses incurred to date for each Farm (by GVC and Avon)
- Order / Prepare Baseline Document Report for each Farm (by GVC)
- Finalize Conservation Easement for each Farm (by GVC)

RESOLUTION #133-continued
AUTHORIZATION TO SIGN MEMORANDUMS OF UNDERSTANDING –
CHASE/COYNE; MULLIGAN

- Prepare Project Budget for each Farm (by GVC)
- Prepare Monitoring Plan / Stewardship Agreement (by GVC)
- Obtain NYSDAM Waiver for each Farm (by GVC)
- Send Complete Project File for each Farm to NYSDAM for Review (by GVC)
- Respond to NYSDAM requests and requirements (by GVC)
- Receive NYSDAM Notices to Proceed / Project Approvals (by GVC)
- Schedule Closing Date and Close for each Farm (by GVC and Avon)
- Send Post Closing Documents to NYSDAM and Receive Notice of Completed File from NYSDAM for each Farm (by GVC)
- Send Copy of Recorded Conservation Easement for each Farm to NYSDEC (by GVC)
- Complete Audit Reports and Organization of Project Records for each Farm (by GVC and Avon)

RESOLUTION #133-continued
AUTHORIZATION TO SIGN MEMORANDUMS OF UNDERSTANDING –
CHASE/COYNE; MULLIGAN

APPENDIX C
PROJECT BUDGET FOR COYNE FARM

Coyne Farm - Town of Avon & Lima, Livingston County

PROJECT COSTS

Estimated Value of Conservation Easement \$2,689,000 (1510 Acres at \$ 1,781/acre)

Administrative Costs

| | |
|----------------------------|------------------|
| Title Insurance | \$7,500 |
| Survey(s) | \$44,600 |
| Appraisal | \$4,000 |
| Outside Legal Review | \$3,000 |
| Outside Easement Expertise | \$10,000 |
| Recording Fees | \$7,600 |
| Stewardship Fee | \$20,000 |
| Baseline Doc Report | \$5,000 |
| Title Abstracts (16) | \$4,000 |
| Subtotal | \$105,700 |

Note: 2 easements @ \$10,000

Administrative Costs (in-kind)

| | |
|-----------------------|-----------------|
| Staff Time | \$5,000 |
| Travel/office expense | \$1,000 |
| Other | \$7,500 |
| Subtotal | \$13,500 |

Identify: GVC donation of time & NRCS assistance

Total Project Costs \$2,808,200

FUNDING SOURCES

Local Match Funding

| | |
|-----------------------------------|------------------|
| Municipal Funds | \$0 |
| Landowner Donation | \$689,000 |
| In-Kind | \$13,500 |
| Other (foundation, federal, etc.) | |
| Subtotal | \$702,500 |
| % of total project costs | 25% |

Identify:

State Funding

| | |
|---------------------------------------|-------------|
| State Funding | \$2,105,700 |
| % of total project costs above | 75% |

RESOLUTION #133-continued
AUTHORIZATION TO SIGN MEMORANDUMS OF UNDERSTANDING –
CHASE/COYNE; MULLIGAN

APPENDIX D
PROJECT BUDGET FOR CHASE
FARM

Chase Farm - Town of Rush, Monroe County

PROJECT COSTS

Estimated Value of Conservation Easement

| |
|-----------|
| \$120,000 |
|-----------|

 (75 Acres at \$ 1,600/acre)

Administrative Costs

| | |
|----------------------------|----------|
| Title Insurance | \$700 |
| Survey(s) | \$4,300 |
| Appraisal | \$1,500 |
| Outside Legal Review | \$3,000 |
| Outside Easement Expertise | \$5,000 |
| Recording Fees | \$360 |
| Stewardship Fee | \$10,000 |
| Baseline Doc Report | \$2,500 |
| Title Abstract | \$500 |
| Subtotal | \$27,860 |

Administrative Costs (in-kind)

| | |
|-----------------------|----------|
| Staff Time | \$5,000 |
| Travel/office expense | \$1,000 |
| Other | \$7,500 |
| Subtotal | \$13,500 |

Identify: GVC donation of time & NRCS assistance

Total Project Costs

| |
|-----------|
| \$161,360 |
|-----------|

FUNDING SOURCES

Local Match Funding

| | |
|-----------------------------------|----------|
| Municipal Funds | \$0 |
| Landowner Donation | \$27,000 |
| In-Kind | \$13,500 |
| Other (foundation, federal, etc.) | |
| Subtotal | \$40,500 |
| % of total project costs | 25% |

Identify:

State Funding

| | |
|--------------------------------|-----------|
| State Funding | \$120,860 |
| % of total project costs above | 75% |

RESOLUTION #133-continued
AUTHORIZATION TO SIGN MEMORANDUMS OF UNDERSTANDING –
CHASE/COYNE; MULLIGAN

| | | |
|------------------------------|--------|-----|
| Supervisor David LeFeber | voting | AYE |
| Deputy Supervisor Kelly Cole | voting | AYE |
| Councilman Donald Cook | voting | AYE |
| Councilman Thomas Mairs | voting | AYE |
| Councilman James Blye | voting | AYE |

DISCUSSION
ATTORNEY REPORT–continued

Supervisor LeFeber stated he received a call from Developer Helge Heen and he was unfavorable of the recommendation prepared by the Attorney regarding the Declaration of Restrictive Covenant. Mr. Heen will be addressing the Board when he returns from vacation.

DISCUSSION-continued
OPEN PUBLIC HEARINGS – LOCAL LAW ROYAL SPRINGS SUBDIVISION

Supervisor LeFeber opened the discussion of the open Public Hearing regarding Royal Springs Local Law T-2A-2008. Discussion included the requirements to act on the proposal, the Developer's willingness to work with the Town keeping the hearing open and the Board requested changes that have been made by the Developer, the Town Planning and County Planning Board's negative recommendations. Councilman Blye stated the Board can not be held hostage to the Planning Board they need to move forward on what they believe is in the best interest of the Town of Avon. Supervisor LeFeber will schedule a meeting with the Developer and Councilman Blye for further discussion.

DISCUSSION
ATTORNEY REPORT–continued

Deputy Supervisor Cole began discussion on the Opera Block stating approval was received from New York State Historic Preservation Office (SHPO), geothermal looks promising, surveys are needed for the back lots. A proposed invitation for bids was provided to the attorney and engineer for review. A copy will be provided to the Town Clerk to forward to our Insurance Carrier. Karen Furgerson will also be provided a copy for her review. Bids are expected to go out on August 4th and opened on August 28th at 3:00 P.M.. A mandatory walk through for all bidders will take place on Wednesday, August 13th.

There was discussion on the grants and other funding and the possibility of including some additional items for the third floor.

DISCUSSION
HIGHWAY SUPERINTENDENT REPORT

Highway Superintendent reported on the following:

The foundation for the monument and stone for Mrs. Erbe was placed in the South Avon Cemetery.

Quotes are being sought for the removal of the brush pile at the Highway Barns.

He had questions on the amount of the Letter of Credit on the dedicated roads of Starkey and Wolcott. There is property for sale and the road has not been completed. If the Letter of Credit was reduced then there is not enough money to complete the road and selling property should not be allowed. Utilities need to be installed prior to the road being finished. Town Clerk Knight will review the files regarding the amount of the Letter of Credit.

Cleary Road has been scheduled to be sealed and Garden Street resurfaced.

Youth Board Director Tami Snyder requested assistance from the Highway Superintendent to assist in moving items on August 7th or 11th for the Youth Recreation. The Highway Superintendent agreed to help and asked for a reminder in his Town Hall mail box.

DISCUSSION
CODE ENFORCMENT REPORT

Code Enforcement Officer Cappello reported on the following:

Calls from residents in Royal Springs have been received regarding motor homes and boats being parked in front yards. All motor homes and boats are both licensed and registered. The Village has a code requirement to place these items on the side or back yards, but the Town does not have any restrictions. Town Clerk Knight reported the resident came into the office today and he is expected to put together a proposal for the Board to consider in the future.

The Opera Block roof is still leaking and the Company has been back to repair once before. There was discussion on the workmanship and materials used and we have documentation stating they are liable. The floor is being damaged. Supervisor LeFeber stated some of the trouble is they came back during the winter and there were ice issues.

DISCUSSION
WATER SUPERINTENDENT REPORT

Water Superintendent McKeown reported on the following:

There is one or two days needed to complete the reading of meters and there are many high reads.

Two quotes for the Darby Road project were received. Cratsley Excavating is for \$28.00 per foot and Morsch Pipeline Inc. is for \$16.00 per foot with the additional cost of long side and short side services that would be a total of \$18.00 per foot. Total quoted price \$48,900.00. The charge includes the project from the first shovel to the planting of grass seed when the work is completed. The Board appeared to support

DISCUSSION
ENGINEER REPORT

Engineer Rock reported there was nothing to report that had not be discussed.

DISCUSSION
INFORMATION TECHNOLOGY

Hurricane Technology Employee Jeremiah Jordon reported the internet went down on Friday as Frontier canceled our service at 57 Genesee Street instead of 27 Genesee Street. There was discussion on the missing computer that was in the upstairs of 27 Genesee Street. Supervisor LeFeber stated we will need a computer for the Youth Recreation as Director Tami Snyder will not seek re-appointment in January. There are two or three computers at the Highway Barns that will be brought to Hurricane to be wiped clean. Discussion on backing-up all of the Towns information was continued. Hurricane continues to have problems backing-up and a proposal will be presented for suggested internet back-up.

DISCUSSION
WATER COMPLAINT

Visitor Joe Reitz addressed the Board with the concerns of poor water quality within his home that is being caused by the water that is being delivered by the Town of Avon. He has copper fixtures in his home and they are turning orange. The County Health Department came to check the water and the meter would not work because the water was so bad. The Board agreed to have the resident purchase and install a filter and inline cartridges at the Town's cost. When the improvement project is under construction the lines from the road to the home will be checked to make sure they are copper.

RESOLUTION #134
APPROVAL OF PAYMENT OF BILLS

On motion of Deputy Supervisor Cole, seconded by Councilman Cook the following resolution was

ADOPTED AYES 5 NAYS 0 as follows:

RESOLVE to accept Abstract 2008-14 in the follow amounts:

Concerning ABSTRACT of Claims Number 2008-14 including claims as follows:

| | |
|-------------------------------|---|
| General Fund | Voucher #428 through #450 in amounts totaling \$8,681.24 |
| Highway Fund | Voucher #163 through #170 in amounts totaling \$8,086.44 |
| Water Fund | Voucher #120 through #127 in amounts totaling \$84,309.32 |
| Cemetery Fund | No Voucher |
| Water Capital Improvement | No Voucher |
| Royal Springs Lighting | No Voucher |
| Town Of Avon Fire Protection | No Voucher |
| Cross Roads Drainage District | No Voucher |
| Bruckel Drainage District | No Voucher |
| Royal Springs Drainage | No Voucher |

| | | |
|------------------------------|--------|-----|
| Supervisor David LeFeber | voting | AYE |
| Deputy Supervisor Kelly Cole | voting | AYE |
| Councilman Donald Cook | voting | AYE |
| Councilman Thomas Mairs | voting | AYE |
| Councilman James Blye | voting | AYE |

RESOLUTION #135
APPROVAL OF MINUTES

On motion of Supervisor LeFeber, second by Councilman Cook the following resolution was

ADOPTED AYES 4 NAYS 0 ABSTAIN 1 (Councilman Mairs)

RESOLVE to approve the minutes dated June 23, 2008 as presented.

| | | |
|------------------------------|--------|---------|
| Supervisor David LeFeber | voting | AYE |
| Deputy Supervisor Kelly Cole | voting | AYE |
| Councilman Donald Cook | voting | AYE |
| Councilman Thomas Mairs | voting | ABSTAIN |
| Councilman James Blye | voting | AYE |

RESOLUTION #136
APPROVAL OF MINUTES

On motion of Councilman Blye, second by Deputy Supervisor Cole the following resolution was

ADOPTED AYES 3 NAYS 0 ABSTAIN 2 (Councilmen Cook and Mairs)

RESOLVE to approve the minutes dated July 10, 2008 as presented.

| | | |
|------------------------------|--------|---------|
| Supervisor David LeFeber | voting | AYE |
| Deputy Supervisor Kelly Cole | voting | AYE |
| Councilman Donald Cook | voting | ABSTAIN |
| Councilman Thomas Mairs | voting | ABSTAIN |
| Councilman James Blye | voting | AYE |

RESOLUTION #137
APPROVAL OF MINUTES

On motion of Councilman Mairs, second by Councilman Cook the following resolution was

ADOPTED AYES 5 NAYS 0

RESOLVE to approve the minutes dated July 15, 2008 as presented.

| | | |
|------------------------------|--------|-----|
| Supervisor David LeFeber | voting | AYE |
| Deputy Supervisor Kelly Cole | voting | AYE |
| Councilman Donald Cook | voting | AYE |
| Councilman Thomas Mairs | voting | AYE |
| Councilman James Blye | voting | AYE |

DISCUSSION
OPEN ITEMS

Councilman Blye stated he will be presenting a recommendation on the collection of money at a future meeting.

DISCUSSION
OPERA BLOCK

Deputy Supervisor Cole reported final prints were received this afternoon and he highlighted items for discussion. Supervisor LeFeber wanted to provide an opportunity to all Board member to be sure everyone had a chance to review. Discussion included taking the tin ceiling down, hiring a company to gut the remaining portions such as radiators, metal pipes and the like. The removal of the wiring will be an addendum as this will be a reduction of costs to the General Contractor. The Clerk of the Works will be on hand and will oversee all addendums.

DISCUSSION-continued
OPERA BLOCK

BERO will run all site meetings as identified as project administration for the implication of the construction and the Clerk of the Works will represent the Town of Avon, Deputy Supervisor Cole will serve as the customer representative. The Board is in favor of providing the opportunity to local laborers whenever possible.

Windows are being repaired and will have storms that pull out.

Supervisor LeFeber asked that the records be a part of the Town files and Deputy Supervisor Cole is using them to put together a narrative of the project and will turn them over to the Town in the future. Deputy Supervisor Cole will be reviewing the final documents this weekend and then leave them at the Town Clerk's Office for all Board members to review. Engineer Rock suggested the drawing be made electronically available to save costs.

Deputy Supervisor Cole stated we are going on one year and it's gone on long enough and we have put in everything we can and will continue to work on receiving grants, and incorporate green technology. The Town along with the Village will have a beautiful building with very little burden on the taxpayers.

DISCUSSION
SUPERVISOR REPORT

Supervisor LeFeber reported a hawk on Oak Openings Road was found to have west Nile virus.

Due to the hard work of the staff at the County level, the no lift policy, and new equipment at the Skilled Nursing Facility the self-insured Workers' Compensation will be reduced in 2009 from \$77,000.00 to \$61,000.00.

The County mileage rate which the Town follows was raised on July 23rd from 50.5 to 58.8 miles per hour.

Deputy Supervisor Cole requested Councilman Mairs not talk with contractors or general contractors as he may open the Town up to litigation. Councilman Mairs stated his job is to contact contractors to ask if they are bidding specific jobs and he will continue to do his job; however, he will not give special treatment or notification to any contractor. He stated all Board members should call contractors to increase those bidding as this is an open bid project.

DISCUSSIONSCHEDULING PUBLIC HEARING – LOCAL LAW T-3A-2008- OUTDOOR LIGHTING

Supervisor LeFeber stated prior to scheduling the Public Hearing the Town and County Planning Boards will be making recommendation to the Board.

DISCUSSIONVISITOR'S COMMENTS

Supervisor LeFeber asked for any public comments and there were none.

RESOLUTION #138EXECUTIVE SESSION

On motion of Councilman Cook, seconded by Supervisor LeFeber the following resolution was

ADOPTED AYES 5 NAYS 0

RESOLVE to enter into executive session for the purpose of the medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation. TIME 8:05 P.M. inviting Assessor candidate Tamara Snyder (left at 8:50 P.M., entered at 9:00 P.M., left at 9:08 P.M. entered at 9:12 P.M.)

| | | |
|------------------------------|--------|-----|
| Supervisor David LeFeber | voting | AYE |
| Deputy Supervisor Kelly Cole | voting | AYE |
| Councilman Donald Cook | voting | AYE |
| Councilman Thomas Mairs | voting | AYE |
| Councilman James Blye | voting | AYE |

RESOLUTION #139CLOSE EXECUTIVE SESSION

On motion of Councilman Blye, seconded by Councilman Mairs the following resolution was

ADOPTED AYES 5 NAYS 0

RESOLVE that the Executive Session be closed and that this Board returns to the meeting with no action taken. Time 9:20 P.M.

| | | |
|------------------------------|--------|-----|
| Supervisor David LeFeber | voting | AYE |
| Deputy Supervisor Kelly Cole | voting | AYE |
| Councilman Donald Cook | voting | AYE |
| Councilman Thomas Mairs | voting | AYE |
| Councilman James Blye | voting | AYE |

RESOLUTION #140
AMEND COMPENSATION SCHEDULE

On motion of Councilman Mairs, seconded by Councilman Cook the following resolution was
 ADOPTED AYES 5 NAYS 0

RESOLVE to amend the Compensation Schedule with the following deletion and addition, effective immediately:

Delete:

| Name | Position/Duties | Status | 2007 Rate | 2008 Rate |
|----------------|-----------------|-------------|------------|-------------|
| Snyder, Tamara | Assessor Clerk | Part Time * | \$14.90/hr | \$15.35/hr. |

Add:

| Name | Position/Duties | Status | 2007 Rate | 2008 Rate |
|------------------|-----------------|-------------|-------------|-------------|
| Snyder, Tamara | Assessor | Part Time * | \$20,500/yr | \$27,600 |
| Schwartz, Robert | Assessor Clerk | Part Time | \$14.90/hr. | \$18.00/hr. |

| | | |
|------------------------------|--------|-----|
| Supervisor David LeFeber | voting | AYE |
| Deputy Supervisor Kelly Cole | voting | AYE |
| Councilman Donald Cook | voting | AYE |
| Councilman Thomas Mairs | voting | AYE |
| Councilman James Blye | voting | AYE |

On motion of Councilman Mairs, seconded by Councilman Blye, the meeting adjourned at 9:23 P.M.

Respectfully submitted, _____ by
 Sharon M. Knight, CMC/RMC, Town Clerk