

A regular meeting of the Town of Avon was held on Thursday October 28, 2021, at 6:00 P.M. at the Avon Opera Block/Town Hall, 23 Genesee Street, Avon, New York 14414.

PRESENT: Supervisor David LeFeber, Deputy Supervisor Thomas Mairs, Councilmen James Harrington, Paul Drozdziel, and Malachy Coyne

OTHERS: Code Enforcement Officer Brian Glise, MRB Group Engineer David Willard, Highway/Water Superintendent Tom Crye, and Sharon M Knight, RMC/MMC Town Clerk

VISITORS: Kevin Lillis, Bruce Maxon, Andrew Pile, Robert McKee, Carolyn McKee, Daniel Carey, Jason Molinz, Steven Fantuzzo, Ashley Champion, Debra Salmon, Eric Huppert, Rick Crater, Cheri Frew, George Brown, Amber Corbin, Bob Westfall, Kathy Cole, Deb Nupp, Karl Mitchell, Edward Forsythe, and Amanda Hoffmann

Supervisor LeFeber called the meeting to order at 6:00 P.M. and led everyone in the Pledge of Allegiance.

DISCUSSION – VISITOR COMMENTS

Supervisor LeFeber asked for any comments, and they are as follows:

DISCUSSION – HARDSHIP APPLICATION – ROCHESTER GRAVEL PUBLIC HEARING-continued

Supervisor LeFeber stated the Public Hearing for the Hardship Application was opened at the September 23, 2021 meeting and continues to be open for public comment. He asked for comments, and they are as follows:

Visitor Amber Corbin, Deputy Supervisor for the Town of Rush, 8 Meadowood, Rush, New York addressed the Board. She stated that residents that live on Works Road brought to the attention of the Rush Town Board the truck traffic from the mine, and she visited the place and went to the DEC. She finds it unbelievable that trucks are being told to go North and the Town of Rush does not know anything about it and would like to be a part of the decision. The Town of Rush residents have the trucks coming past their homes. She is here tonight on her own and as a Town Board member and Deputy Supervisor as her residents are feeling the pain just as Avon residents.

Visitor Jacalyn Eddy, 1565 Oak Opening Road thanked the Board for keeping the hearing open and read the following:

Jacalyn Eddy
1565 Oak Openings Rd.

I read your campaign promises today, and I commend you for them, especially your commitment to “maintain Avon’s rural atmosphere and character.”

We have before us a prime opportunity for you to make good on that commitment.

The applicant, it appears, has not proved his hardship case. Thus says, among others, individuals who are bankers and familiar with such documents. Therefore, you must react to his request accordingly. Numbers can be made to do anything and appear to prove any point. But I know that this board is not fooled by sleight of hand, confusing unsubstantiated claims on nice letterhead with a verified third-party audit that would stand up to any scrutiny.

Of course, even if the applicant DID have a financial hardship, that does not obligate Avon to fix it for him. As is well known, business cycle downturns are a fact of life. This is what capitalism is all about: you make a go of it, or you don't. If the owner isn't satisfied with his income, I guess he could always consider alternative career paths. In all seriousness, Many Americans have financial hardship. They can't afford health insurance or adequate food. Businesses have gone under. People don't have the money to spend. But one person's wish for more money should not—*must not*—become a mandate for others to sacrifice their own lives and properties to make that one person happy. It's against every principle we believe. The long-term cost to the many is not justified by the short-term gain for one.

I urge you to do what common sense dictates: let your decision about this matter be consistent with reality: **Oak Openings is not an appropriate setting for a large-scale mining operation.** It just isn't. You've heard loudly and persistently and clearly that We need codes that reflect a commitment to the environment and to health and property rights of the **majority** over the **one**. The moratorium was put in place for this purpose and the purpose still exists. I urge you to deny the hardship application and extend the moratorium so that we can position our town against this and future such situations. Because there will always be somebody who robs the poor to enrich themselves.

Moreover, this is not an issue of our flexibility or adaptability. This is not a case of a bunch of old stick-in-the-muds fuddy duddies who just can't tolerate change. Not all change is positive. Not all change SHOULD be adjusted to. But as a matter of fact, it's the mine owner who lacks flexibility. For all his claims of transparency and showing up here to do us a favor of some sort...

he's the one who demands a blank check from this town with no consequences for damages to health or property that he causes. That's not flexibility.

He's the one who offers no sort of compromise, no indication of self-governance that demonstrates one iota of concern for the human beings who have lived here longer than he's been alive. That's not flexibility.

I've heard not ONE statement of commitment to his environmental responsibility.

No, the issue is not our inflexibility but his.

Let *him* step up and express his specific commitment to social and environmental justice.
Let *him* step up and explain how he will be a thoughtful neighbor and not a reckless polluter.
Let *him* step up and say the mine is open from 8-5 Monday-Friday.

Let *him* say he would assume responsibility when our wells are wrecked.

That has not happened. Nothing like that has happened. Instead, all we've heard about from this man and his lawyer is money. That's it. That's his commitment. That's because that's what he's committed to.

Are we—the majority—expected to jeopardize our health and the security and value of our properties while the applicant—the one—is required to make no commitments, and not even to abide by the rules set forth for him in a situation that has grave potential for destroying people's lives? This is not hyperbole, not some overly dramatic statement of reality. This is where we are.

No, the issue is not that we are “holding up the progress train” but that the train is being robbed.

The role you can play in stopping the great train robbery is clear: deny the hardship request and extend the moratorium.

Attorney Ashley Champion addressed the Board trying not to be redundant. But she wants to find the right balance. Regarding some of the comments that are not being addressed as we are at the part to provide hardship information as that is the phase we are addressing. They are not at the ZBA to talk about other things. It's not just the money. They need to be here first and then moved onto the next phase. She knows that Dale shared on a confidential basis, his actual tax returns and the letter from his accountant that was the tax preparer. If the Board is uncomfortable about the finances, please let us know and if you need further documents, we can try to get you something further.

DISCUSSION - OPEN PUBLIC HEARING PRELIMINARY BUDGET FOR 2022

Supervisor LeFeber Opened public hearing by reading the following legal notice:

TOWN OF AVON
NOTICE OF PUBLIC HEARING ON THE
PRELIMINARY BUDGET OF THE TOWN OF AVON
For the year 2022

NOTICE IS HEREBY GIVEN that the preliminary budget of the Town of Avon for the fiscal year beginning January 1, 2022, including General Town Funds, Highway Fund, Water Funds, Special Districts, Royal Spring Lighting & Drainage District, Crossroads Drainage District, Bruckel Drainage District, Cemetery, Water District Route 39, Ext, and Fire District, is completed and filed in the office of the Town Clerk of the Town of Avon, 23 Genesee Street, Avon, New York 14414, the tentative and the preliminary budgets will be available for inspection by any interested person during office hours, Pursuant to Real Property Tax Law Chapter 258 & 495, an exemption report is attached to the preliminary budget and includes every type of exemption granted by the taxing authority and the cumulative impact of each type of exemption, the cumulative amount expected to be received from recipients of each type of

exemption as payments in lieu of taxes or other payments for municipal services, and the cumulative impact of all exemptions granted. The Town Board of the Town of Avon shall hold a hearing on said preliminary budget on October 28, 2021 at 6:15 P.M. at the Avon Opera Block/Town Hall, 23 Genesee Street, Avon, New York 14414, showing such changes, alterations and revisions as shall have been made therein by the Town Board of the Town of Avon. At such hearing, any person may be heard in favor of or against the preliminary budget as compiled or for or against any item or items therein contained. The following are the proposed 2022 salaries of Town of Avon

ELECTED OFFICIALS:

Supervisor	\$30,000.00
Councilman (4)	\$ 6,566.00
Town Justice (2)	\$14,575.00
Town Clerk	\$45,188.00
Highway Superintendent	\$72,462.00

By Order of the Town Board
 Sharon M. Knight, MMC/RMC
 Avon Town Clerk
 DATED: October 14, 2021
 PUBLISHED: October 21, 2021

Supervisor LeFeber addressed those in attendance providing the budget process followed over the last few months. Some of the highlights included meeting with Department Heads, review of assets, the Board can change based on testimony provided at the Public Hearing, we cannot change the Fire District Budget as all we do is collect the dollars and return the dollars to the Fire District. He then asked for anyone wishing to speak on any part of the budget by stating your name and address.

DISCUSSION – HARDSHIP APPLICATION – ROCHESTER GRAVEL PUBLIC HEARING-continued

Carolyn McKee addressed the Board stating the CPA only assisted and did not prepare his taxes. She lives with a Financial Auditor and has worked for The State Bank of Avon.

The request for thirty trucks per hour to compensate for his financial lost. He owns two gravel pits. The one in Avon is allowed 12 trucks per hour and the one in Victor he is allowed ten trucks per hour and is fully operational. That's 22 trucks per hour and he could use the longer trucks or trailers and can meet that need with his two gravel pits.

DISCUSSION – PUBLIC HEARING PRELIMINARY BUDGET FOR 2022

Visitor George Brown, 342 Genesee Street provided the following comments to the Town Board.

I. Introduction

Members of the Board, I'm here tonight to comment on that part of the preliminary budget for 2022 that deals with the Supervisor's salary. The Board proposes to raise the Supervisor's salary by \$7,600 - a raise of 34%. I stated in a letter to each of you on October 19 that the proposed raise is unreasonable and irresponsible. It might interest the Board to know that the average raise for Livingston County Supervisors for 2022 \$548.00, or 3.3%. Seven towns in this county are giving their supervisors raises of 0%.

II. The Issue

The issue tonight is simply stated: why the huge salary raises? Unfortunately, there is recent precedent for the Board's action. In 2019, the Board raised the Supervisor's salary by \$5,000 - a raise of 29.4%. In December 2020, the Board attempted to raise the Supervisor's salary by \$10,000 - a raise of 45%. This attempt took the form of a local law separate and distinct from the budget process. Amid public criticism, the effort failed. Now, ten months later, and despite the public criticism of its December 2020 effort, the Board is doing the same thing by proposing a salary raise of 34%. Raises of 29%, 45%, and 34%; why does the Board persist in proposing these huge, one-time increases when the commonsense alternative is a reasonable and incremental approach to salary raises for the Supervisor?

III. The Board's Justifications

Let's examine the arguments the Board offers to justify its past and present actions. And be reminded, gentlemen, I've previously maintained that these justifications have no merit.

First and foremost, the Board has convinced itself that the Supervisor's salary should be in parity with the salaries of the Livonia and Geneseo Supervisors. If the Board believes in and acts on this premise, it cedes a portion of our sovereignty to the residents and Boards of Livonia and Geneseo to determine our supervisor's salary. Setting the Supervisor's salary is our responsibility, and ours alone, as a sovereign town.

The Board's next justification is what it calls the "busyness" justification. The Town is busy, the Board is busy, the Supervisor is busy. But how do you measure and quantify "busyness?" Perhaps I can offer an answer. There is no system or program that can measure and quantify the activities of a public servant.

Next, is the "future recruitment" justification. The Board argues that significantly higher salaries are necessary to attract persons in the future to serve as Board members and Supervisors. The makeup of the Board itself refutes this argument. Two members of the Board are recently elected, and three members are seeking reelection. Furthermore, two new candidates are seeking first-time election in Tuesday's general election. These facts make it evident that there is a desire to serve, the issue of salary notwithstanding.

The final justification is the "let's get it done now" justification. The "it" in that statement refers to the parity justification discussed earlier. The justifications have come full circle. It's as if there is a future deadline that we are not aware of, or the Board is tired of its responsibility to set a reasonable salary for the Supervisor. Either way, this justification, and those that preceded it, have no merit.

IV. Conclusion and Recommendation

Now, and in conclusion, I pose this question: how do we resolve this issue? I have learned that the compromise position of the Board may be to raise the Supervisor's salary by \$5,000 - a raise of 22%. A raise of 22% is also unreasonable and irresponsible. I have also learned that the Supervisor included an 11% salary cut for himself in the tentative budget. That is also unreasonable. No one that I know of is advocating a salary cut. As a solution to this issue, I recommend to the Board that it adopt and implement a reasonable and incremental approach to salary raises for the Supervisor. I submit to you that it's the right thing to do - and I urge the Board to do it now.

That concludes my remarks.

Councilman Harrington asked for any other public comments.

Visitor Robert D'Angelo, 150 Lake Road addressed the Board stating that he agrees with Mr. Brown and wants to reiterate. He does not know anyone that has gotten a thirty-four percent pay increase. He could understand if the job changed responsibility or the number of hours per week changed. It would be understandable. People are moving out of this state. He is blessed to have a good job, good family, good health and good friends and neighbors. He loves our community. He is proud of this building as his grandfather use to own it. His daughter is a fifth generation, Avonite. He wants to see the Town of Avon continue to thrive and to grow in a proper manner. He appreciates everything that each Town Board Member has done, the Supervisor has done a great job. Keep up the good work and please, keep in mind the big picture and lets just be reasonable.

Councilman Harrington addressed the Board providing a background of his growing up and attendance of Town Board meetings and running for the Town Board. Working 25 years at the Village Restaurant.

This is the first time Mr. Brown has entered this building and attended a public meeting. He is totally clueless as to what the Supervisor does for this Town. I think he is a narcissist, he is so into himself, he is totally dis-involved clueless.

Councilman Harrington provided a breakdown of the Supervisor's salary from 2002 starting at \$12,000.00, 2005 increased to \$12,800.00, 2007 increase to \$13,400.00, decreased 2009 to \$12,000.00, increase 2013 to \$12,240.00, 2014 increase to \$12,607.00, increase in 2015 to \$12,859.00, 2016 increase to \$15,000.00, 2017 increase to \$17,000.00, 2019 increase to \$22,000.00, increase in 2020 to \$22,400 and in the 2022 Preliminary Budget \$30,000.00.

Just today the Supervisor has addressed, Solar, Town emails, spoke with his Secretary Kim McDowell, Councilman Drozdziel about the third floor, Code Enforcement Officer Brian, our Engineers MRB Group, our Attorney J. Campbell, discussed Drainage of Pole Bridge and filed paperwork for FEMA, Generator for this building,

Financially he eliminated the Water Superintendent position thus saving \$80,00.00

Three-million-dollar budget with his name on it.

General Fund Balance is in good shape.

Working for the County earning \$35,000.00 for business for the County separate from the Town of Avon

Brought the Ambulance into the Town of Avon

Mr. Brown said we are comparing the salaries of the Supervisor in the Town of Livonia \$38,000.00 and Town of Geneseo \$35,000.00 and we are short of that.

Ask yourself this question – What is it going to cost the taxpayers if he leaves?

Grant money that Supervisor LeFeber brought into the Town includes:

\$500,000.00 This building renovations – Dale Volker

\$475,000.00 This building renovations – Tom Reynolds

\$120,000.00 Pat Galvin – new excavator

\$80,000.00 – Storm Water Drainage

\$600,000.00 – Paper Mill Park - Cathy Young

\$575,000 – Third Floor renovation

\$50,000.00 – Solar Field – No electric costs at the Town Barns and a \$3,000.00 electric credit.

He asked that everyone get behind Supervisor LeFeber. What would it take if that man walks out tomorrow? What is the number you think you can replace him with? Who would work 30 – 35 hours per week? Maybe John Langless, maybe he wants it. Maybe Bonnie MacLeod, Bobby D you are all over the air smashing the Supervisor, maybe you want it for \$30,000.00. He has been up for re-election five times. If we lose him, we are screwed.

Visitor Bob Westfall stated that the Supervisor attended a 1 ½ hour meeting to discuss the third floor this afternoon

Councilman Harrington continued, George, this is what blows my mind, you walk the streets every day in the Village. The Village of Avon spent \$80,000.00 to eliminate a house on E Main Street and is about to spend another \$80,000 on W. Main Street. You do not go to the Village, and you are not complaining about that. I have your letter here from one year ago and you called David a “varus”. You think that man is greedy, and he wants taxpayer’s dollars. He could retire tomorrow and make more money than he is today. I think you are dead wrong about your opinion. And Bobby you are dead wrong as well. When running for election I said I was a straight shooter and that is still the truth.

One last thing Dave has given, when he goes to the hardware store, local restaurant, pizza shop, Dave I got a question about Solar, Dave I got a question about Oak Opening Road.

George Brown, I'm going to ask you. When his phone rings at 6:00 A.M. when the Attorney must talk to him or at 10:00 P.M. when the Code Enforcement Officer must talk with him. What's that worth for a supervisor? I hope that he does not resign. We could look at Charlie Leonard to take his spot.

Supervisor LeFeber asked for any other comments. Due to fuel prices we need to put additional dollars in the budget. We do need to make some changes. Three areas in the budget need to be changed. DA 5130.401, SW 8340.102 and, C 8810.1. The hearing will stay open for further discussion.

Visitor George Brown asked to speak in rebuttal to Councilman Harrington.

Supervisor LeFeber does not want to get into a back in forth but if its factual, okay, very good.

Visitor Brown stated that he provided four justifications in his comments and apparently forgot about the personal attack justification, and he will let it go at that.

This Board acts as though its innocent of what has occurred over the last year. Let me remind you and the ladies and gentlemen of the public. You tried to give the Supervisor a forty-five percent raise by means of a local law separate and distinct from the budget process. You gave him zero for 2021 then tried to pass the local law.

Councilman Harrington began to speak, and Visitor Brown asked him to let him speak. Councilman Harrington apologized.

Visitor Brown stated the Public Hearing rules gives him the opportunity to speak. At first blush if you are a member of the public, or a resident of the Town of Avon and read the local law and see it in the context of how it was done. What would you think? Yes, I used the term varus. I used the work avarice because I wanted to soften, greedy. And that is exactly what it looked like at first blush. That is why that letter was written. Now, this Board, you mentioned the Town of Geneseo and Livonia. Mr. LeFeber is the Supervisor of the Town of Avon and is should not be up to the Boards and the residents of Geneseo and Livonia to set the salary for our supervisor that's our job. That's our sovereignty we should not be giving up our sovereignty to those Townships. We should not be following their example we should be deciding that for ourselves. As a final comment, he does not dispute for one minute that Mr. LeFeber works hard as a Supervisor for this Township. My point and comments are that there is no system or program, and I was in public service for thirty-five years it was tried all the time, that measures and quantify the activities of a Public Servant. What a Public Servant really trades is good will. And that is what goes to the heart of all your jobs. Now as far as who would be the Supervisor, to step in place of Supervisor LeFeber, there would be no derf of candidates to step in the position of Supervisor in this Township or any other Township. You got new candidates running for office for the first time on Tuesday. It seems to me that that fact alone is evidence that there is a desire to serve on this Board and as Supervisor, the salary issue notwithstanding. Your personal attack on me includes everyone on this Board. I close my remarks.

Councilman Harrington I just want to answer quick. Jim, correct me if I'm wrong, what he is talking about, the local law that we proposed, after the budget was passed in 2020, there were no rates given, okay we did not do raises. Mr. LeFeber simply asked a question for 2021 that he asked the four people, sitting her next to him, he wanted to know as he was up for reelection just like myself along with Mr. Mairs. He simply asked a question, he wanted to know what the salary was going to be for 2022, so he could decide whether he wanted to run or not. That's why we proposed the local law. And what I did, I went to my fellow Council people, and I said look it, I would rather deal with now, which was last year, than deal with it tonight. Either way what is going to happen, George was against the \$5,000.00 that we were going to give him. You know what, that advertisement was going to be in the Penny Saver, that Supervisor was given \$5,000.00 and know he wants another \$5,000.00. Again, I go back, take Supervisor LeFeber out of the position. It's not David LeFeber it's what it's going to cost the taxpayers to replace him. I do not think Mr. Brown is going to stand up. I do not think he is going to nominate himself, like I said the Republican Lady, Mrs. Hoffman is here, if people are interested, go see her. I do not think anyone is going to stand up whether you're a Republican, Democrat or Independent, it's a thankless job. Not only is he a Rotarian, but he also donates, the mural he gave \$1,000.00, he donates to the chicken barbeque, Rotarian stuff, he just does a lot for the community, and I personally do not want to lose him. That's why I'm in support of his \$7,600.00. The Town of Livonia, they meet once per month. Take \$40,000.00 in twelve, that's about \$800 a meeting. Thank you.

Visitor Bob D'Angelo addressed the Board again as Councilman Harrington told me specifically that I was wrong. For what it's worth, Jimmy, I disagree with you. I'm not saying that you are wrong, all I can say is that we can agree to disagree. Getting back to Mr. LeFeber I have nothing but the best regards for Mr. LeFeber and I agree it's a thankless job and as far as Mr. Brown had not been to a meeting, life gets in the way. Work gets in the way; I wish I can be here at Board meetings.

Councilman Harrington responded, stating the man is retired.

Visitor D'Angelo continued, can you let me finish, regardless. I fully agreed to be engaged in the community and let your voice be heard and its most important to get out and vote. For whatever its worth I disagree, and we each brought up our points. Again, I do appreciate all the things the Town has done and just please remember to listen to what the people have to say and come election day the people will have a chance to vote and make decisions. Thank you.

Supervisor LeFeber addressed everyone stating that we appreciate everyone's opinion on it. I guess the best thing to do is just keep quiet. I agreed and made the commitment to run, and we did not change the salary last year. I will honor my word if I get reelected. I'm going to do the job and it's never been about greed with me and if someone thinks it is, I'm sorry, but it has not. I do contribute a lot back and it is what it is. No matter what, I'll do the best for the Town even though a lot of people do not agree with me. There are a whole lot of things in the budget and sorry I got sidetracked it not about one salary. There were some other adjustments in the budget, but nobody seemed to see that. I feel bad that I was the focus of all this, and it's been an okay budget, I do not agree with it all. But it's been overshadowed by this discussion and I'm sorry I'm the cause of it. Keep the hearing open until the end of the meeting and we will move on to department reports.

DISCUSSION – ATTORNEY REPORT

Attorney Campbell reported on the following:

Working on the Dimension Renewable Energy in the PDD and NextEra on the Wheat property.

Joint meeting this week with Planning and ZBA Boards.

Will schedule a Joint meeting with the Planning and ZBA Boards.

Working on Battery Energy Storage local law.

Interviewing BOND Council and EFPR, our financial company, does not do that inhouse. Bridge BAN for the third-floor project. This is currently in the 2022 budget.

Supervisor LeFeber discussed opportunities to invest money with NY Class and will be attending a meeting for additional training.

**DISCUSSION – LIVINGSTON COUNTY SEWER AND WATER AUTHORITY
DIRECTOR JASON MOLINO**

Supervisor LeFeber welcomed Mr. Jason Molino, Director Livingston County Sewer and Water Authority. Mr. Molino was appointed to the position in June. He has previously worked for Tompkins County and then the City of Batavia. He has settled in Livonia and enjoying his work at the County. Mr. Molino addressed the Board with two Town Board action items as shown below.

**RESOLUTION #195 INTERMUNICIPAL COOPERATION AGREEMENT WITH THE
LIVINGSTON COUNTY WATER AND SEWER AUTHORITY**

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

RESOLVE to authorize Supervisor LeFeber to sign the following agreement:

INTERMUNICIPAL COOPERATION AGREEMENT

This Agreement is made by and between the **Livingston County Water and Sewer Authority**, a public benefit corporation in the State of New York with offices located at 1997 D'Angelo Drive, Lakeville, New York 14480 (hereafter "Authority") and the **Town of Avon**, a municipal corporation in the State of New York with offices at 23 Genesee Street, Avon, New York 14414 (hereafter "Town") and which are herein collectively referred to as the "Parties."

WHEREAS, the Parties have the legal authority to enter into this Agreement pursuant to §1199-dddd of the Public Authorities Law and General Municipal Law, Article 5-G; and

WHEREAS, the Authority owns and/or leases, operates and maintains various infrastructure within the jurisdictional boundaries of the Town (hereafter "POTW" which is the acronym for "Publicly Owned Treatment Works") that is used for the collection, conveyance and/or treatment of various types of wastewater for the benefit of the health, safety and welfare of the residents of the Town; and

WHEREAS, the Town is currently not able to efficiently serve all of the wastewater customers within the Town and accordingly, such services are provided by the Authority; and

WHEREAS, the Authority is required, as part of the permitting process necessary to conduct its operations, to have in place rules and regulations of usage in a format that is acceptable to the New York State Department of Environmental Conservation (hereafter "NYSDEC") and the United States Environmental Protection Agency (hereafter "EPA"), that govern the contribution of the various types of wastewater by residents and business contributors located within the Town and served by the Authority; and

WHEREAS, the Authority has adopted, with the consent and approval of the NYSDEC what are known as the Livingston County Water and Sewer Authority Sewer Use Rules and Regulations (hereafter "Regulations"), which such Regulations are attached hereto; and

WHEREAS, the NYSDEC and EPA require, as part of the operating permits granted to the Authority, that the Authority be able to enforce its Regulations with the same force and effect as if they were laws; and

WHEREAS, the Authority, being a public benefit corporation and not a municipality, does not have the legal power to adopt local laws and enforce the same; and

WHEREAS, the Authority desires to enter into this Agreement with the Town to create a formal relationship with the Town so that the Parties can work jointly to enforce the provisions of the Regulations relating to discharge and contribution into the POTW by users within the Town; and

INTERMUNICIPAL COOPERATION AGREEMENT

WHEREAS, the Town has the legislative authority to adopt local laws under its Municipal Home Rule and Policing Powers; and

WHEREAS, the Town has the legal authority to enforce its local laws and other regulations that it has adopted (including but not limited to the mandatory NYS Uniform Fire Prevention and Building Code, which includes the International Plumbing Code and International Property Maintenance Code) through the Town's Code Enforcement Department; and

WHEREAS, if the Town adopts the Regulations by local law, as its "Sewer Use Law," the Town and Authority can jointly enforce the same by prosecuting violations of the Regulations through the Town's Code Enforcement Office as violations of a local law of the Town; and

WHEREAS, the Authority and the Town will jointly benefit from proper and thorough enforcement of the Regulations; and

WHEREAS, the Authority may, pursuant to Public Authorities Law §1199-ddd sub. 14 and with the consent of the Town, use officers and employees of the Town and pay or reimburse the Town for the compensation and/or costs for the services of such officer or employee; and

WHEREAS, the Authority desires assistance from the Town to ensure the proper and thorough enforcement of the Regulations as they relate to users of the POTW within the Town and the Authority finds that the users of the POTW will benefit from such proper and thorough enforcement; and

WHEREAS, the Town desires to assist the Authority in the proper and thorough enforcement of the Regulations as they relate to users of the POTW within the Town by adopting the Regulations as its Sewer Use Law and the Town finds that the citizens of the Town will benefit from such proper and thorough enforcement; and

WHEREAS, the Parties wish to formally memorialize the terms under which the Authority and Town will work cooperatively to carry out proper and thorough enforcement of the Regulations.

INTERMUNICIPAL COOPERATION AGREEMENT**NOW THEREFORE IN CONSIDERATION OF ONE DOLLAR (\$1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, IT IS AGREED AS FOLLOWS:**

1. Adoption of Regulations by Local Law: The Town agrees that it shall promptly undertake the process of adopting by local law, the Regulations as provided by the Authority. The Authority shall, at its expense and through its legal counsel, prepare a proposed local law for the Town to use for such purposes, which such local law shall be subject to review and approval by the Town's legal counsel. It is anticipated that the Regulations will require periodic review and updating to comply with the then current NYSDEC and EPA standards. The Town agrees to ratify such changes as may be necessary from time to time.
2. Public Hearing for Local Law: The Authority will attend any public hearings regarding the adoption of such local law to assist in answering any questions the Town or its residents might have.
3. Future Enforcement of the Regulations: Once it has adopted a local law to establish the Regulations as its Sewer Use Law, the Town shall periodically and on an as-needed basis, assist the Authority in the enforcement of the provisions therein.
4. Use of Town Code Enforcement Officer: In such circumstances when the Authority desires assistance from the Town for enforcement, the Town Code Enforcement Officer will work with the Authority to enforce provisions of the Regulations/Sewer Use Law through issuance of appearance tickets and prosecution of violations in local justice court.
5. Legal Counsel: The attorney for the Authority (or another attorney selected by the Authority) shall be primarily responsible for prosecuting any such violation and the Authority shall bear the cost of the same. At the request of the Town, the Authority Attorney will keep the Town's Attorney apprised of all enforcement actions.
6. Compensation for Services: All actual costs associated with assistance provided from the Town through its Code Department and Code Enforcement Officer shall be reimbursed by the Authority to the Town within 45 days following submission of a detailed written invoice to the Authority for the same.
7. Indemnification and Hold Harmless: The Authority shall indemnify and hold the Town harmless from any all costs, expenses, damages, claims or awards resulting from any lawsuit or other claim associated with the enforcement of the Regulations, including but not limited to reasonable attorney fees.
8. Independent Contractor: All parties agree that the relationship created by this Agreement is that of an independent contractor and not of employer and employee or

INTERMUNICIPAL COOPERATION AGREEMENT

principal-agent. No special or temporary employment is created by this Agreement by the Authority requesting assistance from the Town.

9. Insurance: Each party shall maintain at all times during the term of this Agreement statutory Workers' Compensation insurance for its employees and public liability insurance with coverage, and in amounts reasonably acceptable to the other party to this Agreement, naming the other as an additional insured, and providing for thirty (30) days written notice to the other party of cancellation, termination or material modification. Each party shall provide evidence of this insurance upon request by the other party to this Agreement from time to time and shall provide a certificate of insurance upon the execution of this Agreement.

10. Initial Term of Agreement: This Agreement shall become effective upon full execution by all Parties and shall have an initial term of ten (10) years unless terminated in accordance with Paragraph 12.

11. Automatic Renewal: This Agreement shall automatically renew for successive ten (10) year terms unless terminated for default pursuant to paragraph 12, unless either party provides written notice of non-renewal at least ninety (90) days' in advance of the last day of the then current term, or unless terminated in accordance with Paragraph 12, or the Authority no longer continues to operate any POTW within the Town.

12. Termination: This Agreement may be terminated by either party for default of any of the provisions of this Agreement upon the terminating party providing written notice of default and termination at least ninety (90) days' in advance of the effective date of the termination. Such notice shall be sent by certified mail to the other party and shall state with specificity the default that has prompted the termination.

13. Severability: Should any provision of this Agreement be deemed by a Court to be unenforceable as a matter of law, the remaining portions shall continue in full force and effect

14. Jurisdiction: This Agreement shall be interpreted and governed by the laws of the State of New York.

Livingston County Water and Sewer Authority

By: _____

Dated: _____

Jason Molino, Executive Director

INTERMUNICIPAL COOPERATION AGREEMENT

Town of Avon

By: _____

Dated: _____

David LeFeber, Supervisor

Vote of the Board: Councilman Drozdziel – Aye, Councilman Coyne- Aye, Councilman Harrington - Aye, Deputy Supervisor Mairs - Aye, Supervisor LeFeber – Aye

RESOLUTION #196 SCHEDULE A PUBLIC HEARING ON LOCAL LAW T-6A-2021 ADDING A NEW CHAPTER 104 OF THE TOWN CODE ENTITLED SEWER USE RULES AND REGULATIONS

On motion of Supervisor LeFeber, seconded by Councilman Harrington the following resolution was ADOPTED AYES 5 NAYS 0

RESOLVE to schedule a public hearing on proposed local law T-6A-2021 on November 18, 2021 at 6:00 P.M. Attorney Campbell will prepare the legal notice and provide to Town Clerk Knight for publication.

Vote of the Board: Councilman Drozdziel – Aye, Councilman Coyne- Aye, Councilman Harrington - Aye, Deputy Supervisor Mairs - Aye, Supervisor LeFeber – Aye

RESOLUTION #197 SUPPORTING A COLLABORATIVE PARTNERSHIP BETWEEN THE VILLAGE OF AVON, TOWN OF AVON, LIVINGSTON COUNTY INDUSTRIAL DEVELOPMENT AGENCY AND THE LIVINGSTON COUNTY WATER AND SEWER AUTHORITY TO EVALUATE OPTIONS TO INCREASE DAILY TREATMENT CAPACITY AT THE AVON WASTEWATER PLANT TO MEET SHORT AND LONG-TERM DEVELOPMENT INTERESTS

On motion of Supervisor LeFeber, seconded by Councilman Harrington the following resolution was ADOPTED AYES 5 NAYS 0

WHEREAS, the Village of Avon, a municipal corporation in the State of New York with offices at 74 Genesee Street, Avon, New York 14414 (hereafter “Village”) and the Town of Avon, a municipal corporation in the State of New York with offices at 23 Genesee Street, Avon, New York 14414 (hereafter “Town”) and the Livingston County Industrial Development Agency, a public benefit corporation in the State of New York with offices located at 6 Court Street, Geneseo, New York 14454 (hereafter “IDA”) and the Livingston County Water and Sewer Authority, a public benefit corporation in the State of New York with offices located at 1997 D’Angelo Drive, Lakeville, New York 14480 (hereafter “Authority”) and which are herein collectively referred to as the “Parties”, and

WHEREAS, the Village owns, operates and maintains a wastewater treatment plant (hereafter “Plant”) within the jurisdictional boundaries of the Village that is used for the treatment of various types of wastewaters for the benefit of the health, safety and welfare of the residents of the Village and the Town, and

WHEREAS, the Village Plant has a daily treatment capacity of 1,000,000 gallons per day (gpd), defined by the Village’s State Pollution Discharge Elimination System (SPDES) permit as an influent monthly annual rolling average, and

WHEREAS, Authority owns, operates, and maintains a sanitary sewer system and collection facilities in the Town which is currently interconnected to the Village sanitary sewer system at Rt. 5 and Rt. 20 at the Village line, and

WHEREAS, the Village and Authority have a sewer treatment agreement (hereafter “Agreement”), which was transferred from Livingston County (hereafter “County”) to the Authority on January 1, 2002, that provides for the Village to accept and treat sewage from the Authority and provides a methodology for determining treatment costs and treatment rate charged by the Village to the Authority, and

WHEREAS, in 2014 the Village commissioned a Project Engineering Report for the Village of Avon Wastewater Treatment Plant Improvements (hereafter “Project Engineering Report”) which evaluated the need to implement improvements to the Village Plant to address changes to its SPDES permit and accommodate growth from the Livingston County Industrial Complex and other areas, and address conditions, efficiency and concerns with the Plant; and

WHEREAS, due to recent development in the Village and the Town, and planned future residential, commercial, and industrial development in the Village and the Town, sewer flows are expected to increase; and

WHEREAS, the Parties desire create a formal relationship so that the Parties can work jointly to update the Project Engineering Report and evaluate options to increase daily treatment capacity at the Village Plant to meet both short and long-term development interests of the Parties; and

WHEREAS, the Parties wish to formally memorialize the terms under which the Parties will work cooperatively to carry out this joint work, and now therefore be it,

RESOLVED, the Parties agree as follows:

1. Financial Contribution to Update the Project Engineering Report: The Parties agree to contribute an equal amount of financial support to update the Project Engineering Report in an amount not to exceed \$7,500. If additional funds are needed all parties shall agree to equally share the costs prior to proceeding with the additional work.

2. Joint Sewer Committee: The Parties agree to create a Joint Sewer Committee (hereafter “Committee”) each nominating one (1) representative to sit on the Committee. The Committee shall be tasked with selecting a professional engineering firm to update the Report. The Committee shall provide a monthly written update on the progress of the project to the Village, Town, IDA, and Authority Boards.
3. Procurement of Services: The Authority agrees to procure the services of the selected professional engineering firm that will work with the Committee to update the Project Engineering Report. The Authority will bill the Parties equally as invoices are received for payment by the selected professional engineering firm.
4. Updated Project Engineering Report – The Parties agree that the updated Project Engineering Report will be distributed to all Parties and made be available to the public.

BE IT FURTHER RESOLVED, the Parties agree to work collaboratively and transparently to evaluate long term solutions for future development and growth in the community.

Vote of the Board: Councilman Drozdziel – Aye, Councilman Coyne- Aye, Councilman Harrington - Aye, Deputy Supervisor Mairs - Aye, Supervisor LeFeber – Aye

RESOLUTION #198 APPROVAL OF MINUTES

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

RESOLVE to approve the minutes of October 14, 2021 as presented by e-mail and to request they be published on the Town of Avon website at townofavon-ny.org.

Vote of the Board: Councilman Drozdziel - Aye, Councilman Harrington - Aye, Councilman Coyne - Aye, Deputy Supervisor Mairs - Aye, Supervisor LeFeber – Aye

DISCUSSION-ENGINEER REPORT

MRB Group Engineer David Willard reported on the following:

We got through the drawing of Nextra for the notice of violations and will have something soon.

We are still working with the Village for the drainage. They will be putting together concepts and the Village will talk with the property owners. Supervisor LeFeber included the drainage in our Hazard Mitigation.

Issues with draining again with the recent event of 3 inches of rain. They were pumping water. The best part is that it took all day to come.

DISCUSSION – CODE DEPARTMENT REPORT

Code Enforcement Officer Glise reported on the following:

We are dealing with the violation; landscaping is being reviewed by MRB regarding the trees. Discussion included the types of trees that are acceptable. It's a hot button topic. Attorney Campbell stated that many solar projects are coming back about trees.

Before the Certificate of Completion (COC) is issued, we need to have the PILOT. Attorney Campbell stated when the project is complete and ready to be flipped on for commercial operation that triggers the timeline or 30 days or the 15th of January. Spoke with Assessor Tami Snyder one week ago and shared the language with her last week. The violation and trees must be addressed.

Letter was received regarding Piranha.

Planning and Zoning Board busy. A couple of car Dealerships and two Solar projects.

We have four solar projects, 2 are being constructed and two applications.

DISCUSSION – HIGHWAY/WATER DEPARTMENT REPORT

Highway/Water Superintendent Crye provided the following written report:

HIGHWAY: parks and cemeteries mowed and maintained, roadsides, working in shop maintaining equipment

WATER: Servicing PRVs, everyday maintenance, working on altitude valves and meter reading

DISCUSSION – TOWN CLERK REPORT

Town Clerk Knight provided a written report dated October 26, 2021 and confirmed with the board members present they received the report.

It was questioned if the Board was going to support/comply the newly adopted New York State Law to place on the Town's website all resolution, law, rule, regulation, policy, or any amendment thereto, that is scheduled to be the subject of discussion by a public body during an open meeting and shall be made available at least twenty-four hours prior to the meeting during which the records will be discussed. The Board and Attorney agreed that we will need to comply with the new law.

RESOLUTION #199 AUTHORIZE SUPERVISOR LEFEBER TO SIGN A JOINT SERVICE AGREEMENT WITH LIVINGSTON COUNTY HIGHWAY

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

CONTRACT EXTENSION

INTERMUNICIPAL AGREEMENT FOR MACHINERY, TOOLS, EQUIPMENT AND SERVICE SHARING Resolution 2016-317

The parties hereto agree to extend the terms of the above referenced contract for an additional term of one (1) year to terminate on December 31, 2022. The current equipment and wage schedule is attached hereto.

Town of Avon
By: David LeFeber

Town Supervisor

County of Livingston
By: David LeFeber

Chairman of the Board of Supervisors

APPROVING JOINT SERVICES AGREEMENTS FOR MACHINERY, TOOLS, EQUIPMENT AND SERVICES SHARING ACCESS

WHEREAS, New York State Highway Law Sec. 133-a authorizes the County to enter into agreements to permit the use of County-owned machinery, tools or equipment by other municipal corporations; and

WHEREAS, it would be in the County's interest to enter into such agreements with Towns and Villages located within Livingston County, now, therefore, be it

RESOLVED, that the Chairman of the Livingston County Board of Supervisors is hereby authorized to sign joint services agreements, the format of which is attached to this resolution, with any Town or Village in Livingston County, for a term of one year commencing January 1, 2017 and terminating December 31, 2017 with the option to renew for up to five (5) additional one-year terms through December 31, 2022, subject to the approval of the County Administrator and County Attorney.

As of 11/24/2017

APPENDIX C

LIVINGSTON COUNTY STANDARD CONTRACT INSURANCE REQUIREMENTS

- I. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the contractor/permittee hereby agrees to effectuate the naming of the County of Livingston as an unrestricted additional insured on the contractor's/permittee's insurance policies, with the exception of workers' compensation and professional errors and omissions. **The contractor/permittee must provide an additional insured endorsement.** A statement on the contractor/permittee's insurance certificate that the County of Livingston is an additional insured is **not** sufficient. The form of the additional insured endorsement must be approved by the Livingston County Attorney.
- II. The policy naming the County of Livingston as an additional insured shall:
- be an insurance policy from an A.M. Best rated "secured" New York State licensed insurer;
 - state that the organization's coverage shall be primary coverage for the County of Livingston, its Board, employees and volunteers. Any insurance or self-insurance as maintained by the County of Livingston shall be in excess of the contractor's insurance, and shall not contribute with it.
- III. The contractor/permittee agrees to indemnify the County of Livingston for any applicable deductibles or self insurance reserves.
- IV. Required Insurance:
- **Commercial General Liability Insurance, including Completed Operations Coverage for construction contracts**
\$1,000,000 per occurrence/ \$2,000,000 aggregate per project.
 - **Automobile Liability**
\$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
 - **Workers' Compensation**
Statutory Workers' Compensation and Employers' Liability Insurance for all employees.
 - **Owners Contractors Protective Insurance (Generally required only for construction contracts. Contact Livingston County Attorney for determination of necessity.)**
\$1,000,000 per occurrence/\$2,000,000 aggregate, with the County of Livingston as the named insured.
 - **Professional Errors and Omissions Insurance (If professional service contract)**
\$1,000,000 per occurrence/ \$2,000,000 aggregate for the negligent professional acts of the contractor.
- V. The contractor/permittee is to provide the County of Livingston with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities and upon each renewal thereafter. **Contractor/permittee or its insurance carrier(s) shall provide the County of Livingston with thirty (30) days prior written notice of cancellation, reduction of insurance or material coverage change of the required insurance policies. Such notice shall be mailed to the Livingston County Attorney, Livingston County Government Center, Room 302, 6 Court Street, Geneseo, New York 14454 and shall include the date and subject matter of the original contract. Contractor/permittee acknowledges that failure to obtain such insurance on behalf of the County of Livingston, or the failure to provide such notices, constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal**

As of 11/24/2017

remedies available to the County of Livingston, including termination of the contract. The failure of the County of Livingston to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by the County of Livingston.

VI. If at any time any of the policies required herein shall be or become unsatisfactory to the County, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the county, the contractor shall upon notice to that effect from the County, promptly obtain approval and submit a certificate thereof. Upon failure of the contractor to furnish, deliver, and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated. Failure of the contractor to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the contractor from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the contractor concerning indemnification. All property losses shall be made payable to and adjusted with the County.

In the event that claims, for which the county may be liable, in excess of the insured amounts provided herein are filed by reason of any operations under the Agreement, the amount of excess or such claims or any portion thereof, may be withheld from payment due or to become due the contractor until such time as the contractor shall furnish such additional security covering such claims in form satisfactory to the County of Livingston.

The County reserves the right to require complete certified copies of all required insurance policies, at any time, which shall be delivered to the County within ten days of such request.

VII. ADDITIONAL INSURED ENDORSEMENT AND CERTIFICATE OF INSURANCE:

The contractor/permittee shall file with the Livingston County Attorney, prior to commencing work under this contract, an additional insured endorsement and a Certificate of Insurance, which shall include:

- a. Name and address of insured
- b. Issue date of certificate
- c. Insurance company name
- d. Type of coverage in effect
- e. Policy number
- f. Inception and expiration dates of policies included on certificate
- g. Limits of liability for all policies included on certificate
- h. Certificate holder shall be County of Livingston, Livingston County Government Center, 6 Court Street, Geneseo, New York 14454-1043.
- i. Description of contract for which insurance is being provided.
- j. Insurance agents name, address and phone number.

Contractor
(Signature of Authorized Official Required)

Date

Vote of the Board: Councilman Drozdziel – Aye, Councilman Coyne- Aye, Councilman Harrington - Aye, Deputy Supervisor Mairs - Aye, Supervisor LeFeber – Aye

RESOLUTION #200 RE-LEVY FOR UNPAID WATER BILLS

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

RESOLVE to approve the re-levy of water bills in the amount of \$16,533.30 on the 2022 Town and County Tax Bills.

Vote of the Board: Councilman Drozdziel - Aye, Councilman Harrington - Aye, Councilman Coyne - Aye, Deputy Supervisor Mairs - Aye, Supervisor LeFeber – Aye

RESOLUTION #201 ACCEPT THE CLAIMS

On motion of Deputy Supervisor Mairs, seconded by Supervisor LeFeber the following resolution was ADOPTED AYES 5 NAYS 0

RESOLVE to accept for payment Abstract 2021-20 in the following amounts:

General Fund	Amounts totaling \$15,012.26
Highway Fund	Amounts totaling \$ 9,097.58
Water Fund	Amounts totaling \$ 641.25

Vote of the Board: Councilman Drozdziel – Aye, Councilman Coyne- Aye, Councilman Harrington - Aye, Deputy Supervisor Mairs - Aye, Supervisor LeFeber – Aye

OPEN ITEMS

Councilman Drozdziel update the Board on outstanding items for the Town Hall/Opera Block renovations and Master Plan. We have heard from SHIPPO and while they like our plans, they are asking for specific specification on repairs to the plaster walls as well as other questions. Other items include the cost and availability to purchase an emergency generator for the Town Hall/Opera Block and a second generator for the Highway Department, our fire alarm is obsolete, and we cannot get parts the elevator can be controlled with a fob and scheduling, the speakers in the Court/Board Meeting room will become in working order. The court grant that was applied for was for \$60,000.00 and we should know in January if the projects is awarded. The Architect is preparing answers for SHIPPO while they are preparing our plans. We expect the bids to be out in mid-December. The schematic designs are done. The Board took the following action.

RESOLUTION #202 APPROVAL FOR NKB TO AMEND DESIGN AND CONSTRUCTION DOCUMENTS FOR THE MASTER PLAN

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

RESOLVE to approve NKB to move forward with design and construction documents at a cost of \$15,900.00. Design specifications were provided to the Town Board.

Vote of the Board: Councilman Drozdziel – Aye, Councilman Coyne- Aye, Councilman Harrington - Aye, Deputy Supervisor Mairs - Aye, Supervisor LeFeber – Aye

Supervisor LeFeber will review the next budget report to determine what dollars are available for items to be paid out of this year's budget.

DISCUSSION – PUBLIC HEARING PRELIMINARY BUDGET FOR 2022-continued

Visitor Carolyn McKee addressed the Board stating the work of the Board has been a real eye-opener. She commends the entire Board for the work that the Board is doing. She believes the Board is doing a great job.

Councilman Drozdziel stated that we have a laundry list of projects going on and the leadership of Supervisor LeFeber has made this possible. Without that leadership and fiscal responsibility, we would not be able to consider these things. Things happen behind the scenes that people are not aware of and hats off to the Supervisor. Councilman Drozdziel stated that he is a newcomer to the Town. He is not an "Avonite", as he has only lived in Avon for fifteen years. He has been involvement in the Avon Free Library and both Village and Town government. It takes a lot. A consultant has an hourly billing rate of \$125.00 per hour. David should be commended for how he has positioned the Town to be able to do these things. People really do not know, so my hats off to you.

Visitor Bruce Maxon stated he had no idea what's going on until he started attending meetings and there is a lot going on.

Councilman Drozdziel stated he read off all the things that he is working on and that the Town could not afford him.

Councilman Coyne stated attending meetings is the easy part. Attending committee meetings and putting your thought together. It's all for good stuff. Attorney Campbell stated 5:30 A.M. phone calls.

Planning Board Chairwoman Kathy Cole addressed the Board stating that Supervisor LeFeber is doing a great job. People do not understand the job the time that you put in, you are on call twenty-four hours a day, 365 days per year. The thirty-four percent increase is nothing if you look at where you started. She totally supports Supervisor LeFeber.

Supervisor LeFeber thanked Kathy Cole for all the work she does on behave of the town and she is compensated only sixty dollars per meeting.

Zoning Board of Appeals Member Robert Westfall stated that he was uneducated until he started coming to Town Board meetings. It's been a real eye opener. He appreciated the Supervisor's work and is thankful for participating on the third floor as he is very passionate about the project. Councilman Drozdziel time and David's dedication. Do not get paid for what they do 365 days per year. It might work out to \$.50 per hour. Thank you for all you do.

Town Clerk Knight stated that a notarized statement was provided by Clara Mulligan, and it follows:

October 26, 2021

Town of Avon
23 Genesee Street
Avon, NY 14414

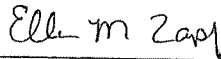
Dear Town Board Members,

With the negative publicity posted in the Penny Saver regarding the salary raise for the Supervisor, I would like to go on record for being very supportive of such a raise. Mr. LeFeber is very dedicated to the position and works hard leading the Town of Avon. He is ready for every meeting and leads with an openness to the community as well as his fellow board members. He shows up at many local community events, even when he has many other commitments demanding his attention. Mr. LeFeber has not demanded a raise, thus allowing the rate to become much lower than neighboring towns similar to ours. When the position is open in the future, we will need a compensation rate that reflects the demands of the position so that willing candidates come forward.

I thank Mr. LeFeber for his unwavering dedication to our town, and support an increased salary that reflects the challenges he faces as Town Supervisor.

Sincerely,


Clara Mulligan

 10/26/21
ELLEN M. ZAPF
Notary Public, State of New York
Registration #01ZA6342921
Qualified In Livingston County
Commission Expires May 31, 2024

Deputy Supervisor Tom Mairs stated that David is doing a fantastic job, he supports the pay raises, and that he even reduced the Supervisor's pay one year. The Judges got a raise and extra pay when working at the County for technically working one day per month. He does not know a more honest man and he deserves the increase.

RESOLUTION #203 CLOSE BUDGET HEARING

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

RESOLVE to close the budget hearing.

Vote of the Board: Councilman Drozdziel – Aye, Councilman Coyne- Aye, Councilman Harrington - Aye, Deputy Supervisor Mairs - Aye, Supervisor LeFeber – Aye

RESOLUTION #204 ADOPT THE 2022 TOWN BUDGET

On motion of Deputy Supervisor Mairs, seconded by Councilman Harrington the following resolution was ADOPTED BY ROLL CALL AYES 5 NAYS 0

RESOLVE to Adopt the 2022 Final Budget to be provided to the Town Clerk that includes the 2022 Preliminary Budget with three changes.

Vote of the Board: Councilman Drozdziel – Aye, Councilman Coyne- Aye, Councilman Harrington - Aye, Deputy Supervisor Mairs - Aye, Supervisor LeFeber – Aye

DISCUSSION – COURT CASE

Attorney Campbell reported that the court case is resolved and will not be going to trial. An admission was provided, and a court find of \$2,500.00 was awarded.

DISCUSSION – VISITOR COMMENTS

Supervisor LeFeber asked if there were any visitor comments, and there were none.

On motion of Deputy Supervisor Mairs, seconded by Councilman Harrington the meeting was adjourned at 8:10 P.M.

Respectfully submitted by:

Sharon M Knight, RMC/MMC Town Clerk