

A meeting of the Board of Trustees of the Village of Avon was held in Conference Room B of Village Hall, 74 Genesee Street, Avon, New York, on October 4, 2021.

	<u>Village Of Avon</u>	<u>Town of Avon</u>
<u>Present:</u>	Thomas Freeman, Mayor Tim Batzel, Trustee Mark McKeown, Trustee Patrick McCormick, Trustee Bill Zhe, Trustee	David LeFeber, Supervisor Tom Mairs, Deputy Supervisor Malachy Coyne, Councilman Paul Drozdziel, Councilman James Harrington, Councilman
<u>Staff:</u>	Jake Whiting, Village Attorney	Jim Campbell, Town Attorney
	<u>Visitors:</u>	
	Bill Davis, MRB Dave Willard, MRB Jacob Calabrese, MRB Steve Csapo, Avon Rotary Club- President -elect Tom Vonglis, Avon Rotary Club- President Lynn Siragusa, Resident Edward Forsythe, Resident	

Per new legislation signed into effect by Governor Hochul, the meeting was made available to the public by video/teleconference. However, the Board is currently meeting in person and invites the public to do so if comfortable. The Board requests that if you are unvaccinated, wear a mask in the Village Hall and if you have symptoms or feel sick, to please stay home.

Mayor Freeman called the meeting to order at 5:15pm and began with the Pledge of Allegiance.

### **JOINT MEETING with THE TOWN OF AVON:**

The Village and Town Boards met at 5:00pm to enter executive session for a contractual and legal matter. However, the Boards did not enter executive session and began open session at 5:15pm with the mayor calling the meeting to order.

The discussion began with the Village of Avon's WWTP and the remaining capacity available. Currently, the capacity available at the WWTP is not sufficient to support an influx of new builds in the Town of Avon. Mayor Freeman wanted to revisit the facts and laid out a brief history, during which he explained that the Village has a contract with Livingston County which was established in 1996, before the conception of the Livingston County Water and Sewer Authority (LCWSA). Considering this, a new contract needs to be constructed from the ground up. Mayor Freeman explained that he will be meeting with Jason Molino, Executive Director of LCWSA to work on this.

LCWSA is the Town of Avon's purveyor, and the contract will be between the Village of Avon and the LCWSA. According to Supervisor LeFeber, several years ago, it was suggested by him to LCWSA that they look at the Village's WWTP for a possible partnership before investing money in the Lakeville plant.

*\*It was brought to the attention of the Mayor and the Village Board after the fact that there was an apparent agreement in 2003 that transferred the agreement between the Village of Avon and the Livingston County Board of Supervisors to the LCSWA. The mayor intends to verify this and speak with Supervisor LeFeber directly.*

Bill Davis, of MRB, explained that several years ago, it was estimated that an upgrade to the Village's WWTP would cost approximately \$10 million. The Village has done some upgrades since then, but before you can make any changes to the plant, you need to know what is required by DEC. In previous meetings, LCWSA alluded to the desire to take over all the operators in the county. However, for the Village, it isn't the operators or their licensing that is the problem. It's a brick-and-mortar building, how it needs to be upgraded, what will be required according to DEC to bring the plant up to today's regulatory needs and funding.

Mayor Freeman suggested that a trustee and a councilman may want to work together in order to address the needs for both Village and Town mutually. Trustee Batzel stated that we should investigate the plan for funding that is being passed through legislation that is geared specifically toward infrastructure, water, and sewer. Along those lines, Bill Davis said that NYS grant funding through EFC has also suggested that an increase in funding could be available in the future.

Lynne Siragusa, a resident living in the Town, inquired as to when sewer might be available where she lives. She has septic, and feels she is living on borrowed time. Mayor Freeman explained that the Village doesn't have an answer to that question as she resides in the Town, and the LCWSA is the supplier for them. Supervisor LeFeber suggested that she rally her neighbors and see what the interest is in getting sewer in that area, put together a petition and reach out to the LCWSA for a discussion.

Moving on, the Boards discussed stormwater management; specifically, the east side of Pole Bridge Road. Mayor Freeman discussed projects that have been completed in conjunction with the Town, stating that MRB has guided us on several projects and asked Bill Davis to lead them in the discussion regarding Mr. Howlett's property on the east side of Pole Bridge Road.

Bill Davis provided the following information:

“Next Era (solar company) continues to work on enhancing their design on Mr. Howlett's property to address some stormwater issues with their original design. In parallel, MRB (per the request of the Village) has been working with Mr. Howlett on what conceptual stormwater management features could be considered on his property to further reduce stormwater run-off leading to areas in the Village and Town that are of current concern. A concept plan was presented, that has also been coordinated with Mr. Howlett over the last couple weeks, showing some potential improvements (including stormwater detention swales and stormwater detention ponds) on Mr. Howlett's property that could enhance the stormwater features planned on his property and improve stormwater run-off conditions being experienced in the areas to the west and to the north of the property.

The next steps are for MRB to develop a proposal to progress the concept to the next step including some additional stormwater calculations and potential survey necessary to confirm the concept plan could be progressed to the design phase.”

Easements will be needed. Bill Davis said that it would show a sign of good faith if representatives from the Village and/or Town approached the residents and have an open discussion. He is willing to provide conceptual maps for those properties that may need the easements. Bill Davis also said MRB can prepare a proposal for the Boards to review. Supervisor LeFeber stated that the Town Board would review whatever proposal provided by MRB once easements have been secured. However, Attorney Whiting and Bill Davis both stated that easements would not be complete until a design has been approved. Councilman Drozdziel suggested a letter of intent from the homeowners could be used to show that they agree with the easement, depending on the final design.

Supervisor LeFeber stated that he feels that Village should be responsible for maintenance required, which Mayor Freeman felt was reasonable. Supervisor LeFeber also feels that if the Village is the one maintaining the infrastructure, then the Village should be the ones capturing the easements, as they will be the ones utilizing it. They would also like an agreement in place with the Village stating that. Finally, Supervisor LeFeber stated that before he and the Town Board commit to any funding, they would like to see the following:

- The complete plan and how it will work,
- The maintenance of the infrastructure and what it entails,
- Easements in place or letters of intent.

**PEBBLE BEACH PUMP STATION IMPROVEMENTS- BID AWARD:**

Bill Davis discussed the bids for the pump station project. The bid opening was held on September 2<sup>nd</sup> 2021. The low bids were as follows:

- Contract #1- General:  
The lowest bid was from CP Ward at a price of \$1,095,996.00.
- Contract #2- Electrical  
The lowest bid was from Erie Electric at a price of \$43,750.00.

After review MRB was satisfied with both bids and recommended the Board to award.

Upon a motion made by Trustee McCormick and seconded by Trustee Zhe, the Board awarded CP Ward the general contract and Erie Electric the electrical contract with the above stated amounts. The motion was carried by the following vote:

Thomas Freeman, Mayor	Voting	Yes
Tim Batzel, Trustee	Voting	Yes
Patrick McCormick, Trustee	Voting	Yes
Mark McKeown, Trustee	Voting	Yes
William Zhe, Trustee	Voting	Yes

**RESOLUTION #180 - PEBBLE BEACH PUMP STATION IMPROVEMENTS- BID AWARD – CP WARD & ERIE ELECTRIC**

Upon a motion made by Councilman Harrington and seconded by Deputy Supervisor Mairs, the Town Board followed the Village Board’s recommendation to award the general contract to CP Ward and the electrical contract to Erie Electric as stated above. The motion was carried by the following vote:

David LeFeber, Supervisor	Voting	Yes
Tom Mairs, Deputy Supervisor	Voting	Yes
Malachy Coyne, Councilman	Voting	Yes
Paul Drozdziel, Councilman	Voting	Yes
James Harrington, Councilman	Voting	Yes

In review of the financing, Trustee Batzel stated that we wanted to keep the bond under \$1million to save a significant amount of money. He discussed the financing of a 10-, 15-, and 20-year bond with a 3% interest rate. After discussion, Trustee Batzel recommended the 10-year bond and Treasurer Quinlan will take funding from Schedule C and the filtration plant reserve to buy down to be under \$1 million.

Upon a motion made by Trustee Batzel and seconded by Trustee Zhe, the Board agreed to move forward with the 10-year bond and buying down to be under \$1 million using funds from schedule C and the filtration plant reserve. The motion was carried by the following vote:

Thomas Freeman, Mayor	Voting	Yes
Tim Batzel, Trustee	Voting	Yes
Patrick McCormick, Trustee	Voting	Yes
Mark McKeown, Trustee	Voting	Yes
William Zhe, Trustee	Voting	Yes

The Board will have John Barrett, who will be paid out of Schedule C, be the overseer of the Pebble Beach Project.

**RESOLUTION #181 PEBBLE BEACH PUMP STATION IMPROVEMENTS TEN YEAR BOND AND BUYING DOWN TO BE UNDER \$1 MILLION USING FUNDS FROM SCHEDULE C AND THE FILTRATION PLANT RESERVE**

Upon a motion made by Councilman Harrington and seconded by Deputy Supervisor Mairs, the Town Board agreed with the Village Board’s recommendation for a 10-year bond and buying down to be under \$1 million using funds from Schedule C and the filtration plant reserve. They also agree to John Barrett overseeing the project. The motion was carried by the following vote:

David LeFeber, Supervisor	Voting	Yes
Tom Mairs, Deputy Supervisor	Voting	Yes
Malachy Coyne, Councilman	Voting	Yes
Paul Drozdziel, Councilman	Voting	Yes
James Harrington, Councilman	Voting	Yes

The Town Board adjourned from the joint meeting at 7:00pm.

A regular meeting of the Town of Avon was held on Thursday November 4, 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, Attorney James Campbell, and Sharon M. Knight, MMC/RMC Town Clerk

VISITORS: Kevin Lillis, Bruce Maxon, Robert McKee, Carolyn McKee, Steven Fantuzzo, Ashley Champion, Debra Salmon, Eric Huppert, Rick Crater, Robert Westfall, Kathy Cole, Deb Nupp, Edward Forsythe, Anne Bristol, Karen Crater, Dale Twardorkus, Deb Salmon, Bridget O'Toole, Julie Hart, Gerald Turk, Jaclyn Eddy, Karen Schiedel, Barbara Phillips, Stanley Phillips, Charles Chambers, Sandra Chambers, Thomas McGovern, and Randy Arnold

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

**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:

Bridget O'Toole, Attorney for the Zoghlin Group representing the residents of Oak Openings Road, provided a letter and summarized her letter.

The Applicant has not met the criteria for a hardship variance  
Take time to review – and it is not over.  
Applicant only made conclusions not facts to support the hardship application.  
The Applicant did not address the proximity to natural resources.  
There will be a Hugh Traffic impact  
Not compatible with the existing character of the road or to the proximity of the residents  
The mine is in an agricultural zone and surrounded by family residences  
Request to operate on Saturday is not compatible with rural residential life

The residents are asking the board to consider extending the moratorium as the code has yet to be updated.

Date Twardorkus owner of Oak Openings, LLC thanked the board for hearing the hardship application and addressed three points.

1. I have heard and understand the concerns of the public and look forward to going in front of the ZBA to have these comments addressed.
2. My application contains a truthful account of my financial information and situation which I have handed out for everyone to see.

3. All I seek here is a community-based business and to have the opportunity to make an application to the ZBA, so the merits of my application can be heard.

Ashley Champion Attorney for the applicant commented on the letter from the Zoghlin Group.

The reason we are here is to determine whether we have met a hardship burden to get to the ZBA.

The letter from the Zoghlin Group falls short of any new legal or technical analysis that would outweigh the hardship that Dale has shown.

CPA has Prepared the taxes for the last three years  
Business that he lost or could not bid for.  
Letters from businesses that are in his industry stating that it is difficult to do business with Dale and had to look elsewhere.  
Live comments from people who have reiterated the same concern.

The other side to this is the health, safety, and welfare issues that were brought up.

The proximity of the premises to agricultural soils, wetlands, and other environmental concerns.

The DEC declared a negative declaration in 2020 and this board agreed that the NYS DEC was the appropriate lead agency for SEQR. These are the environmental findings:

The DEC found that the two wetlands to the north should not be affected by mining operations. Negative impacts to surface level and groundwater are not expected.

This whole finger lakes region is in an archaeological sensitive area. Dale paid a consultant for an archaeological study which was submitted to the DEC, and it concluded that this project would not have a negative impact on archaeological or historic resources.

The DEC stated that no adverse effects on transportation is anticipated because of this project.

Noise studies were done, and noise monitors were placed on various locations around the mine and the DEC made the determination that the modification will not result in a significant adverse noise impact.

Impact with existing land use – Residents and mine in the area shared use decades ago here and other places – DEC conclusions.

Time, effort, conditions, mitigation efforts, berms and plantings, and community character modification are required.

Compatibility is not applicable.

Tom McGovern, read the following.

1. Not everyone agrees with me on this point, but I think Dale should be able to mine gravel from this pit, just not to the detriment of the neighbors.
2. Again at our July 3, 2018 Planning board meeting:
  - a. Dale's plan for mining operations on Oak Openings Road were discussed.

- b. Well contamination, truck traffic, hours of operation, and other **items** were discussed.
- c. Dale showed no plans of importing waste materials into the mine at this time.
- d. Dale brought up no inference of any hardship at this time.
3. In 2020, Dale applied for DEC permits to import C&D material into the mine.
  - a. The DEC knows the risk is very high with C&D material, yet they approved these permits.
  - b. In their own C&D enforcement policy, they state:
  - c. Generators of waste have a significant incentive to dispose of their non-C&D waste illegally at C&D sites because:
  - d. C&D site operators operate relatively inexpensively.
  - e. And enforcement efforts against landfills that receive municipal garbage has further restricted the number of available and acceptable waste disposal sites.
  - f. The DEC knows he is in our water table.
  - g. The DEC knows our wells are our only source of water.
  - h. They know the risk and they failed to protect us!
  - i. Who will pay when our wells are condemned?

The Town of Busti NY must have had a bad experience with this.

- a. In their code for C&D landfill permits, they insert the town between the applicant and the DEC.
- b. They establish the Planning board as the lead SEQR agency.
- c. They establish the concern over all water supplies of the town, public and private.
- d. In light of the DEC's failure to look out for us, I would recommend we consider such code.
5. There is a hardship here, but it's on the shoulders of these residents.
6. That being said, there are always solutions to problems.
  - a. Due to the contamination disaster involving the carcinogenic industrial solvents dumped in the Syracuse mine near Dale's Victor pit, (referred to as the Victor Plume)
  - b. most if not all the residents in that area have been connected to town water supplies.
  - c. It would seem that C&D material dumped in that mine would pose much less of a threat to local residents.
  - d. Eliminating C&D dumping on Oak Openings Rd would not only preserve our water and home values, but it would also reduce truck traffic

Randy Arnold - 6516 Oak Openings Road - Thanked the board for their service and stated that he has not done a lot of research on the situation and greatly respects the applicant's attorney but would like to respond to a comment made by her at a previous meeting.

She stated that it does not matter what the people want, or what people like or do not like about the mine the only thing that matters is the law. I agree that society can only function on law and order if that law is unjust or fair or impartial then we must question the law and must potentially change it.

If the law allows a person or business to receive consideration in this case a hardship but in granting that hardship imposes a hardship on the neighborhood then something is wrong with the law.

I purchased land in Avon twenty-one years ago and I am situated northwest of the mine. It is not unusual for us to have to close our windows during the day to experience peace and quiet, and now we are looking to do that on evenings and weekends. If our windows are open in the morning the truck traffic wakes us up.

We the residents of this area should not be forced to subsidize this business which is exactly what granting this hardship would require. We would be subsidizing this business with noise, quality of life, traffic, dust, pollution, and decreased property values.

Carolyn McKee 1665 Oak Openings Road spoke on the following:

It is not necessarily that the Wetlands are in jeopardy from the mining operation but with the C&D operations.

The studies that were done on traffic and noise were stopped at the mine entrance not down the road.

The Town's Code on mining is decades old and needs revising. These mining codes are sixty years old and were meant to be used by farmers on their own property for their own use.

Is the town requiring the owner of the gravel pit to have insurance in case something happens to our wells?

Your moratorium requires the applicant to have a substantial economic lost. That legal definition requires him not to have that loss based on his own actions or inaction. He is the one who requested ten trucks an hour and he got exactly what he asked for. It was suggested by the DEC in an email two or three years ago to apply for more truck traffic then. If he had done that, he would not have the so-called losses he is claiming. He does not meet what you put in the moratorium as a requirement for a financial hardship.

Jackie Eddy 1565 Oak Openings Road read the following:



Two days ago, the voters of this state approved a constitutional amendment that guarantees citizens of this state the right to clean air, clean water, and a clean environment.

While it may be unclear exactly how that amendment will be interpreted by the courts, it is nonetheless now a part of this state's constitution. The amendment makes one fact inescapably clear: environmental concerns, far from going away, are here to stay and gaining serious momentum. The amendment makes the environment a more pressing part of the state dialogue about how we make a decent planet for ourselves and our children. Businesses are going to have to reconsider the belief that they can dump anything, spill anything, destroy anything, anywhere—to make money. They are going to have to stop viewing the environment as some resource at their personal disposal that can be endlessly exploited. No self-conscious individuals can still possibly feel entitled to maintain these sorts of self-indulgent attitudes. Shrugging about the environment is over. This is not "liberal" hogwash. Every single metric we have now indicates we are on a fast-track to unfixable planetary disaster, and we have an extraordinarily short time line to get this turned around.

But it's not just businesses. Municipalities are going to have to reconsider their role in environmental supervision. They are going to have to create town code infrastructures that reinforce their commitment to the environment and that protect the citizens who are now guaranteed a clean environment.

The amendment *might* mean, I think, that municipalities have more skin in the game than they did even one week ago. They may have a potential new exposure to litigation if they fail to fulfill their jurisdictional role to the fullest extent to protect the environment of NYS citizens.

Besides denying the hardship request, I urge you members of the town board to get out in front of the changes that are upon us. Don't wait until you're forced to increase your attention to environmental integrity; embrace it. I urge you to extend the moratorium, even for a few months. Put your hands to this plow and do the work of creating a code infrastructure that reflects the commitments I'm sure you have to those you represent and to their futures. That work was started last spring in committee and requires continuation now.

Attorney Champion corrected a fact regarding the noise study done by the DEC. She stated that a noise study was taken near the closest residence of the mine and determined that there were no adverse effects.

Visitor Eddy would encourage anyone who thinks that there is no adverse noise effect to come to the homes near the mine to experience it themselves.

Debbie Nupp 6555 North Avon Rd – We keep hearing the generic name truck. It is more than a truck it has a trailer extended on to it, additional break noise, and environmental smell. I worry about safety because I am pulling a tractor with hay wagons and there are buses from many different school districts that use the road.

Bruce Maxon 1589 Oak Openings Road – Let us not forget that there is a business right across from the entrance of the mine and that is being impacted.

Kevin Lillis 1623 Oak Openings Road – Can the board talk with the DOT to get the speed limit reduced to thirty-five mph. Supervisor LeFeber stated that the town can forward the request for a study to the State.

Debbie Salmon 1160 Oak Openings Road – I leave for work at 6:30 every day and by 6:24 A.M. the first trucks come by. I invite any of you to come and sit in our home and hear the noise.

Kevin Lillis asked if there is anything that can be done to Contest what the DEC does. They are not protecting our environment. It was suggested to go to your representatives in Albany.

Eric Hubbert 1160 Oak Openings Road –Every time an empty truck hits the series of bumps in front of my home there are like giant explosion sounds. This occurs both north and south bound. I cannot get any satisfaction from the county. Among the most egregious dump trucks with the most noise is from the trucks with yellow cabs that have Victor Excavating Sand and Gravel on them. We Demand action.

Bob McKee 1665 Oak Openings Road– Against – Tonight and several weeks ago the word fraudulent was used by the applicant not by me. I stated that the lost is unsubstantiated and therefor I was saying it was alleged. If you go back to the letter from the CPA it is worded in such a manner to absolve any responsibility whatsoever on behalf of the CPA firm. They are saying they have no knowledge of the real information contained in his financial records. It has been stated that the CPA has prepared his income taxes if you read the letter, it does not say that it says they assisted in the preparation of his income taxes. There is a big difference.

Some of the studies are based on a number for a dump truck, but not the maintenance. The issue of the noise receptor is based on one house which is the Parks home just outside the mine entrance. You do not know when it was done so it is not a good representation. There is no good enforcement and even the DEC says it should not impact the neighborhood environment.

Carolyn McKee read the following regarding extending the Moratorium:

### Moratorium Extension Request

The residents of Avon living on the gravel pit's haulage routes are again requesting this Town Board extend the moratorium prohibiting any mining operation expansions.

We have outlined our reasons previously and hope the board is taking a careful and thoughtful process before any decision is made.

There are several recent developments that require more time for both the residents and the board members to evaluate.

One is our application to the Federal EPA to designate our aquifer as a Sole Source Aquifer. This is a very time consuming application process, but if our aquifer meets the 3 requirements it would protect our water supply from possible contamination. We already meet 2 of the requirements.

When Victor's water supply became contaminated from the gravel pit adjacent to Dale's the town of Victor was able to supply water to the residents from an alternative source

When Hanson's mining operations caused wells to go dry, the residents were able to drill deeper wells (at Hanson's expense) to supply water.

This is NOT the case with the residents on Oak Openings Rd. Once our aquifer becomes contaminated it is irreversible. It is the town's responsibility to ensure the residents have an adequate clean water source.

The stream directly behind the pit flows downhill eventually ending up in the Genesee River and into Lake Ontario. Any contamination would also end up in these two water bodies causing an enormous environmental problem.

Because a Sole Source Aquifer is a Federal designation, it would overrule any NYS DEC decisions.

Municipalities can apply for this designation as well as individuals and we would hope that the Town of Avon would support and encourage this application process.

The second reason for our moratorium extension request is to allow this town board time to complete any revisions to the current codes concerning mining.

I met with the lawyer for the Town of Mendon twice to discuss Mendon's town mining codes. Even though mining is allowed in Mendon, their board was able to prohibit any further mining expansions by rewriting the town mining codes.

This is without question something the Town of Avon needs to research and again would need time to explore the process of changing the mining codes.

The Town of Phelps was able to extend their mining moratoriums 6 times for varying lengths of time.

The third reason for our moratorium extension request is the passage of Proposition 2 . Because this proposition will be included in the NYS Bill of Rights, it gives residents the opportunity to pursue legal action if our right to clean air, clean water and a healthy environment is in peril. This proposition does not take effect until January .....another reason that extra time is needed for us to pursue this opportunity.

Of all the projects presented before this board that were mentioned in the last board meeting, there is NOT ONE that negatively effects the residents to the degree that this mining operation does and will continue to have.

Rewriting the town mining codes to protect the residents' health and water source should be a PRIORITY of this board, but this has to be done BEFORE the current moratorium expires.

If the Town of Avon neglects to ensure that the residents have a healthy environment, including clean air and clean water, by not pursuing every opportunity to guarantee this, we will hold you accountable .

We understand that the board is concerned about a possible law suit if the moratorium is extended, but there is no legal reason to assume this. Both Mendon and Phelps have already set a precedence, one for prohibiting mining expansions and the other for moratorium extensions.

Based on the past history of this gravel pit's long list of violations, including dumping contaminated materials, and his total disregard of the operating conditions he agreed to, there is more than sufficient reason to allow for a moratorium extension.

**WE ARE ASKING THIS BOARD TO GIVE THE RESIDENTS A CHANCE TO PURSUE EVERY OPPORTUNITY AVAILABLE TO US TO ENSURE WE LIVE IN HEALTHY ENVIRONMENT AND THIS TAKES TIME.**

Kevin Lillis – the DEC permit is for thirty trucks per hour and that would be one truck every minute.

Councilman Drozdziel questioned the 30 days and how much of a hardship it is to wait until the end of the moratorium. What is the impact?

Attorney Champion – We would like to get before the ZBA in December, we are hopeful to get a modified permit from the DEC. If we wait until the moratorium expires then we will not be able to get before the ZBA until February, they will not vote in one meeting and there will have to be a public hearing. If this happens, we are talking about May rather than March. Every month does matter.

Supervisor LeFeber stated that no local law has been drafted yet.

IF the DEC approves the ZBA will need to hear from the applicants.

Councilman Drozdziel stated we have been talking about this for some time now, we have recommendations from the committee. If we deny the application and do not extend the moratorium it is thirty days. We are not here to talk about the impacts that is up to the ZBA.

Attorney Campbell stated there are a couple of big issues we need to determine:

1. What do you want to do with our current code?
2. Are you continuing with the moratorium if so, you must have specific demonstrated reasons and they must be defensible?

Councilman Coyne asked is it reasonable to think that the ZBA while hearing decisions would wait for the Town Board to draft a local law. Probably not based on what has been discussed regarding a local law.

Carolyn McKee – If you look back at the minutes as to why the moratorium was initiated none of the reasons have been satisfied. You have not meet what you set out to fix.

Attorney Campbell does not agree if the town put a moratorium in effect and did not do what it was supposed to do there is no responsible legal appropriate way to extend and think it is going to be defensible. It would work against you because you have not used your time properly.

Carolyn – two biggest reasons that we think the moratorium should be extended is because of recent developments. We just found out a couple of weeks ago about applying for a sole source aquifer

Paul – You have a preexisting business operating with a special use permit, now you want to change the rules, what takes precedence?

Attorney Campbell –Can the Town using anything we have been talking about stop what is being done. Not without consequences.

Mining land reclamation – the life of mine goes from one section and moves to another. With mining the footprint is not set.

Supervisor LeFeber – the defensibility of not letting a mine expand is not good. We must protect the entire community.

Carolyn McKee – The Town of Mendon’s code states that Hanson’s cannot expand. They have a mine in the area and cannot expand it.

Attorney Campbell – we can change a code to say anything, and it is fine until it is not fine. That is until someone challenges it.

Supervisor LeFeber - We need to provide for all the town residents.

DEC moved forward with their review even with the Town of Avon moratorium.

Debbie Salmon – We are turning to you as the state does not listen to us. This is one landowner’s right versus the rights of forty other landowners.

Tom McGovern – The original plan presented to the town did not include the importation of debris and is that something Dale would collaborate with us on and give those permits up. Are their options?

Dale Twardorkus is more than willing to discuss potential options.

Attorney Campbell – We need to think about changes to the code and/or extension of the moratorium. Do we keep the public hearing open? If we close the public hearing, we have thirty days to decide and your only town board meeting within that thirty-day window is two weeks from tonight.

Supervisor LeFeber stated he is in favor of closing the public hearing. We have gotten a lot of information from the applicant. If we do close the hearing, we have 30 days to produce a determination on the hardship. I Am struggling on extending the moratorium.

Councilman Harrington is in favor of closing the public hearing but would like Attorney Campbell to investigate the sole source aquifer issue.

Attorney Campbell would like the residents to share any information they have with the board.

Carolyn McKee – Because it is a federal agency (The EPA) it overrules the DEC mining permits so when an aquifer is in jeopardy of being contaminated there have been instances where the federal EPA designated that aquifer as a sole source aquifer and denied the DEC's issuing of the mining permit to continue. It is much easier done before a DEC permit is issued.

#### **RESOLUTION #205 CLOSE PUBLIC HEARING FOR THE HARDSHIP APPLICATION**

On motion of Deputy Supervisor Mairs, seconded by Councilman Harrington the following resolution was

ADOPTED AYES 5 NAYS 0

RESOLVE to close the Public Hearing for the Hardship Application and request Attorney Campbell prepare a written response.

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

#### **DISCUSSION – TOWN CODE CHANGES**

There was a lengthy discussion on the type of changes needed to our Town Code regarding mining in the Town of Avon. Continued consideration will be given for three options, banning any additional mining locations, limiting areas to mine, or no changes.

#### **DISCUSSION – VISITOR COMMENTS**

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

**RESOLUTION #206 APPROVAL OF MINUTES**

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

ADOPTED AYES 5 NAYS 0

RESOLVE to approve the minutes of October 28, 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 Drozdzziel - Aye, Councilman Harrington - Aye, Councilman Coyne - Aye, Deputy Supervisor Mairs - Aye, Supervisor LeFeber – Aye**

**DISCUSSION – ATTORNEY REPORT**

Attorney Campbell reported on the following:

A draft local law will be available for Town Board review prior to the next meeting.

**DISCUSSION-ENGINEER REPORT**

MRB Group Engineer David Willard was not in attendance. Supervisor LeFeber stated that he will be speaking with Assemblywoman Marge Burns for assistance on securing dollars awarded for Paper Mill Park.

**DISCUSSION – HIGHWAY/WATER DEPARTMENT REPORT**

Highway/Water Superintendent Crye provided the following written report:

HIGHWAY:

- Worked in shop – servicing & maintaining equipment

WATER:

- Everyday maintenance & sampling
- Servicing PRV
- Changing meters

Supervisor LeFeber stated that he requested a second look at a few meter reads.

**DISCUSSION – CODE DEPARTMENT REPORT**

Code Enforcement Officer Glise reported on the following:

There continues to be a storm water issue.

A complaint was received regarding Gilbert Mills Road.

Working on reviewing the solar application from NextEra Energy Resources for the propose solar project on property owned by Gary Wheat.

Dutch Hollow Market – possible liquor store

No calls from the solar project on Rochester Street

Two properties were purchased at the Livingston County Auction.

### **DISCUSSION – TOWN CLERK DEPARTMENT REPORT**

Town Clerk Knight provided a written report dated November 2, 2021 and confirmed with the Board Members present they received the report.

She requested the Board adopt the 2022 Final Budget again as we have all changes completed and in written form.

The question of onsite training for the General Code proposal for an additional license for the Historian was answered.

### **RESOLUTION #207 - ADOPTION 2022 FINAL BUDGET**

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

RESOLVE to adopt the following as the 2022 Final Budget:



# TOWN BUDGET

*Adopted*

FOR 2022

TOWN OF AVON  
IN  
COUNTY OF LIVINGSTON

## CERTIFICATION OF TOWN CLERK

I, Sharon Knight, Town Clerk, certify that the following is a true and correct copy of the 2022 budget of the Town of Avon as adopted by the Town Board on the

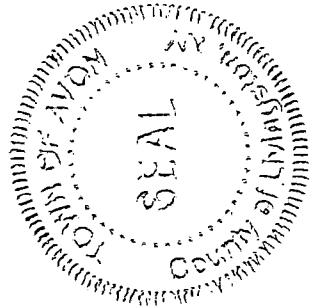
4<sup>th</sup> Day of November, 2021.

Signed

Sharon Knight, mmclerc  
Town Clerk

Dated

November 4, 2021



**TOWN OF AVON  
GENERAL FUND TOWNWIDE**

	2019 ACTUAL	2020 ACTUAL	2021 BUDGET	2021 ESTIMATED	2022 REQUESTED	2022 TENTATIVE	2022 PRELIMINARY	2022 ADOPTED
<b>REVENUES:</b>								
A1001	669,836.00	519,836.00	528,086.00	528,086.00		533,086.00	538,086.00	538,086.00
A1081	67,202.00	58,784.48	183,539.00	209,212.46		60,000.00	186,000.00	186,000.00
A1090	6,353.00	6,780.74	5,000.00	6,005.00		5,000.00	5,000.00	5,000.00
A1255	1,873.00	2,231.99	1,700.00	2,168.00		1,700.00	1,700.00	1,700.00
A1603	412.00	964.00	100.00	896.00		100.00	100.00	100.00
A2001	6,869.00	-	5,000.00	5,950.00		5,000.00	5,000.00	5,000.00
A2401	5,853.00	3,254.45	50.00	2,099.00		500.00	500.00	500.00
A2410	-	1,800.00	1,800.00	1,800.00		1,800.00	1,800.00	1,800.00
A2544	5,356.00	4,911.00	3,800.00	5,325.00		3,800.00	3,800.00	3,800.00
A2610	45,515.00	28,165.00	30,000.00	20,254.00		25,000.00	25,000.00	25,000.00
A2611	11,900.00	11,600.00	10,000.00	15,900.00		10,000.00	10,000.00	10,000.00
A2651	-	1,234.00	-	1,261.00		-	-	-
A2655	551.00	47.25	-	50.00		-	-	-
A2680	213.00	-	-	-		-	-	-
A2770	-	1,624.10	-	1,445.00		-	-	-
A2701	659.00	-	-	485.00		-	-	-
A3005	81,717.00	137,571.26	80,000.00	139,939.00		80,000.00	80,000.00	80,000.00
A3040	6,824.00	-	-	-		-	-	-
A3089	-	-	-	-		-	-	-
A3089	-	4,427.98	-	-		-	-	-
A3089	-	-	-	-		-	-	-
A5031	-	-	-	-		-	-	-
A5710	-	-	-	-		1,000,000.00	1,000,000.00	1,000,000.00
AUB	-	-	353,341.00	-		195,592.00	84,444.00	84,444.00
<b>TOTAL REVENUES:</b>	<b>911,133.00</b>	<b>783,232.25</b>	<b>1,202,416.00</b>	<b>940,875.46</b>	<b>-</b>	<b>1,921,578.00</b>	<b>1,941,430.00</b>	<b>1,941,430.00</b>

**APPROPRIATIONS:**

A1010.100	25,000.00	25,500.00	25,500.00	25,500.00		26,264.00	26,264.00	26,264.00
A1010.400	699.00	708.84	2,500.00	13,841.00		2,500.00	2,500.00	2,500.00
A1110.100	27,336.00	27,882.00	28,300.00	28,300.00	29,715.00	29,150.00	29,150.00	29,150.00
A1110.102	16,650.00	14,494.91	22,747.00	16,644.00	23,884.00	23,429.00	23,884.00	23,884.00
A1110.103	14,054.00	17,097.19	15,074.00	14,844.00	17,000.00	15,594.00	15,594.00	15,594.00
A1110.200	-	3,200.98	-	-		-	-	-
A1110.400	7,423.00	7,394.07	17,080.00	6,231.00	20,280.00	15,000.00	15,000.00	15,000.00
A1110.401	-	-	-	-		-	-	-
A1220.100	22,000.00	22,400.00	22,400.00	22,400.00		20,000.00	30,000.00	30,000.00
A1220.102	6,177.00	6,899.19	7,500.00	6,453.00		7,500.00	7,500.00	7,500.00
A1220.400	13,571.00	10,642.91	7,600.00	10,910.00		10,800.00	10,800.00	10,800.00
A1315.400	14,050.00	21,150.00	20,400.00	20,400.00		21,012.00	21,012.00	21,012.00
A1320.400	9,950.00	10,295.00	10,600.00	10,575.00		10,600.00	10,600.00	10,600.00
A1330.400	4,184.00	4,721.82	4,815.00	4,108.00	5,315.00	4,815.00	5,315.00	5,315.00
A1340.100	2,600.00	2,600.00	2,600.00	2,600.00		2,600.00	2,600.00	2,600.00
A1340.400	-	-	-	-		-	-	-
A1355.100	36,555.00	38,383.00	38,959.00	38,959.00	40,907.00	40,128.00	40,907.00	40,907.00

	2019 ACTUAL	2020 ACTUAL	2021 BUDGET	2021 ESTIMATED	2022 REQUESTED	2022 TENTATIVE	2022 PRELIMINARY	2022 ADOPTED
A1355.102 ASSESSOR CLERK SERVICES	16,754.00	13,675.01	16,037.00	14,531.00	18,924.00	16,518.00	16,839.00	16,839.00
A1355.200 ASSESSOR EQUIPMENT	260.00	-	500.00	-	500.00	500.00	500.00	500.00
A1355.400 ASSESSORS CONTRACTUAL	3,579.00	17,488.95	4,000.00	3,248.00	5,180.00	4,000.00	5,180.00	5,180.00
A1355.401 ASSESSORS COMM DATA PROJECT	-	-	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00
A1410.100 TOWN CLERK SERVICES	41,163.00	42,400.00	43,036.00	43,036.00	45,618.20	44,327.00	45,188.00	45,188.00
A1410.102 TOWN CLERK DEPUTY SVC.	27,544.00	27,572.85	28,371.00	28,028.00	30,528.00	29,222.00	29,790.00	29,790.00
A1410.200 TOWN CLERK EQUIPMENT	113.00	-	270.00	-	275.00	-	-	-
A1410.400 TOWN CLERK CONTR	4,433.00	2,855.69	3,000.00	2,905.00	6,295.00	3,275.00	6,775.00	6,775.00
A1420.400 ATTORNEY CONTR	34,754.00	23,590.50	35,000.00	39,063.00	-	42,000.00	42,000.00	42,000.00
A1430.100 PERSONNEL PERSONAL SVC.	1,093.00	823.87	1,117.00	956.00	-	1,151.00	1,173.00	1,173.00
A1450.400 ELECTIONS CONTR	4,880.00	4,600.00	8,000.00	7,000.00	-	8,000.00	8,000.00	8,000.00
A1460.200 RECORDS MGMT GRANT EQUIPME	-	-	-	-	260.00	-	-	-
A1460.400 RECORDS MGMT CONTR.	1,033.00	1,347.94	2,160.00	1,333.00	1,900.00	1,800.00	1,800.00	1,800.00
A1460.401 RECORDS MGMT GRANT CONTR.	-	-	-	-	-	-	-	-
A1620.200 BUILDINGS 3RD FLOOR	-	-	350,000.00	-	-	-	-	-
A1620.400 BUILDINGS CONTRACTUAL	76,144.00	52,285.92	80,000.00	55,105.00	-	80,000.00	80,000.00	80,000.00
A1680.400 CENTRAL DATA PROCESSING	12,241.00	3,940.95	18,000.00	9,667.00	-	15,000.00	15,000.00	15,000.00
A1910.400 UNALLOCATED INS	57,642.00	57,524.20	58,000.00	58,144.00	-	59,000.00	59,000.00	59,000.00
A1950.400 TAXES & ASSESS ON MUNI PROP	51.00	-	-	-	-	-	-	-
A1990.400 CONTINGENCY	-	-	5,000.00	16.00	-	5,000.00	5,000.00	5,000.00
A3310.400 TRAFFIC CONTROL CONTR	807.00	2,363.85	3,000.00	2,418.00	-	3,000.00	3,000.00	3,000.00
A3510.400 DOG CONTROL CONTR.	2,862.00	2,973.49	4,500.00	2,967.00	5,200.00	4,500.00	4,500.00	4,500.00
A4025.400 LABORATORY	574.00	587.84	750.00	572.00	-	750.00	750.00	750.00
A5010.100 SUPT. HIGHWAY SERVICES	67,952.00	69,311.00	70,351.00	70,351.00	72,461.53	72,462.00	72,462.00	72,462.00
A5010.200 HWY SUPT. EQUIPMENT	711.00	-	750.00	-	750.00	750.00	750.00	750.00
A5010.400 SUPT. HIGHWAY CONTR.	1,634.00	2,137.81	2,000.00	2,056.00	-	2,100.00	2,100.00	2,100.00
A5132.200 GARAGE EQUIPMENT	-	-	-	-	45,000.00	45,000.00	45,000.00	45,000.00
A5132.400 GARAGE CONTRACTUAL	15,887.00	22,416.54	30,000.00	15,147.00	30,000.00	25,000.00	25,000.00	25,000.00
A5132.401 NYSERDA	-	-	-	-	-	-	-	-
A5182.400 STREET LIGHT CONTR	8,213.00	7,454.71	10,000.00	7,316.00	10,000.00	10,000.00	10,000.00	10,000.00
A5410.400 SIDEWALKS CONTR	-	-	1,500.00	1,100.00	1,500.00	1,500.00	1,500.00	1,500.00
A7110.400 PARKS CONTR.	-	-	-	-	-	-	-	-
A7310.100 YOUTH SERVICES	54,552.00	2,720.00	65,333.00	2,520.00	73,838.00	73,838.00	73,838.00	73,838.00
A7310.200 YOUTH EQUIPMENT	-	-	-	-	1,500.00	-	-	-
A7310.400 YOUTH CONTR	8,904.00	298.40	5,000.00	8,676.00	3,100.00	8,700.00	8,700.00	8,700.00
A7510.100 HISTORIAN SERVICES	2,225.00	2,270.00	2,304.00	2,304.00	2,304.00	2,373.00	2,419.00	2,419.00
A7510.102 DEPUTY HISTORIAN SERVICES	666.00	1,244.10	1,629.00	489.00	1,629.00	-	-	-
A7510.200 HISTORIAN EQUIPMENT	1,394.00	1,344.00	-	-	1,075.00	-	-	-
A7510.400 HISTORIAN CONTRACTUAL	363.00	222.57	1,905.00	801.00	1,905.00	1,905.00	2,515.00	2,515.00
A7550.400 CELEBRATIONS AMER. LEGION	2,750.00	2,000.00	2,000.00	2,000.00	-	2,000.00	2,000.00	2,000.00
A8160.100 REFUSE & GARBAGE SVC	1,123.00	1,359.60	2,060.00	1,261.00	-	2,060.00	2,060.00	2,060.00
A8160.400 REFUSE & GARBAGE CONTR	14,273.00	12,829.28	18,000.00	13,377.00	18,000.00	16,000.00	16,000.00	16,000.00
A8810.400 CEMETERY CONTR	9,340.00	9,065.00	12,000.00	9,065.00	12,000.00	12,000.00	12,000.00	12,000.00
A8810.401 AVON CEMETERY CONTR	-	-	-	-	-	-	-	-
A9010.800 STATE RETIREMENT	32,171.00	36,224.50	37,418.00	37,418.00	-	44,376.00	44,376.00	44,376.00
A9030.800 SOCIAL SECURITY	28,154.00	24,562.43	29,000.00	24,500.00	-	29,479.00	30,489.00	30,489.00
A9050.800 UNEMPLOYMENT	-	459.60	-	-	-	-	-	-
A9055.800 DISABILITY INSURANCE	466.00	924.07	600.00	1,829.00	-	600.00	600.00	600.00

	2019 ACTUAL	2020 ACTUAL	2021 BUDGET	2021 ESTIMATED	2022 REQUESTED	2022 TENTATIVE	2022 PRELIMINARY	2022 ADOPTED
A9060.800 MEDICAL INSURANCE	13,329.00	20,316.38	16,500.00	16,000.00		16,500.00	16,500.00	16,500.00
A9060.801 HSA ACCOUNTS	1,400.00	2,250.00	2,250.00	2,500.00		2,500.00	2,500.00	2,500.00
A9710.600 BOND PRINCIPAL - T/HALL	300,000.00	-	-	-		-	-	-
A9710.700 BOND NOTE INT. - T/HALL	10,000.00	-	-	-		-	-	-
A9950.9 INTERFUND TRANSFER	-	-	-	-		1,000,000.00	1,000,000.00	1,000,000.00
<b>TOTAL APPROPRIATIONS:</b>	<b>1,061,683.00</b>	<b>686,810.96</b>	<b>1,202,416.00</b>	<b>714,464.00</b>	<b>531,843.73</b>	<b>1,921,578.00</b>	<b>1,941,430.00</b>	<b>1,941,430.00</b>

**TOWN OF AVON  
CEMETERY FUND - EAST AVON CEMETERY**

**REVENUES:**

	2019 ACTUAL	2020 ACTUAL	2021 BUDGET	2021 ESTIMATED	2022 REQUESTED	2022 TENTATIVE	2022 PRELIMINARY	2022 ADOPTED
C2190 Sale of Cemetery Plots	3,250.00	1,200.00	1,067.00	3,650.00		1,067.00	1,067.00	1,067.00
C2192 Cemetery Services	5,175.00	5,500.00	2,613.00	4,375.00		2,613.00	2,613.00	2,644.00
C2401 Dividend Income	252.00	252.00	800.00	251.00		250.00	250.00	250.00
C2401 Saving Interest Income	6.00	7.00	-	7.00		-	-	-
C2701 Refund of Prior Yr Expense	-	-	-	-		-	-	-
C5999 Unexp Fund Balance	-	-	225.00	-		805.00	805.00	805.00
<b>TOTAL REVENUES:</b>	<b>8,683.00</b>	<b>6,959.00</b>	<b>4,705.00</b>	<b>8,283.00</b>	<b>-</b>	<b>4,735.00</b>	<b>4,735.00</b>	<b>4,766.00</b>

**APPROPRIATIONS:**

C8810.1 Cemetery Services	1,960.00	2,000.00	2,030.00	2,030.00		2,060.00	2,060.00	2,091.00
C8810.4 Grave Openings	-	350.00	2,500.00	1,080.00		2,500.00	2,500.00	2,500.00
C9030.8 Soc. Sec.	148.00	153.00	175.00	154.00		175.00	175.00	175.00
<b>TOTAL APPROPRIATIONS:</b>	<b>2,108.00</b>	<b>2,503.00</b>	<b>4,705.00</b>	<b>3,264.00</b>	<b>-</b>	<b>4,735.00</b>	<b>4,735.00</b>	<b>4,766.00</b>

**TOWN OF AVON  
GENERAL FUND OUTSIDE VILLAGE**

**REVENUES**

	2019 ACTUAL	2020 ACTUAL	2021 BUDGET	2021 ESTIMATED	2022 REQUESTED	2022 TENTATIVE	2022 PRELIMINARY	2022 ADOPTED
B1001	78,475.00	78,475.00	78,475.00	78,475.00		78,475.00	78,475.00	78,475.00
B1120	5,684.00	8,530.16	4,000.00	8,530.00		4,000.00	4,000.00	4,000.00
B1170	36,484.00	37,129.78	34,737.00	38,020.00		34,737.00	34,737.00	34,737.00
B1289	-	57,409.09	-	-		-	-	-
B2110	755.00	390.00	50.00	265.00		50.00	50.00	50.00
B2115	965.00	385.00	300.00	245.00		300.00	300.00	300.00
B2401	1,087.00	1,091.93	-	439.00		100.00	100.00	100.00
B2555	11,477.00	39,983.46	8,500.00	44,328.00		8,500.00	8,500.00	8,500.00
B2701	50.00	-	-	-		-	-	-
B2750	38,854.00	38,854.00	31,000.00	38,854.00		38,000.00	38,000.00	38,000.00
B2770	-	5,813.55	-	-		-	-	-
BAUB	-	-	40,571.00	-		41,666.00	44,915.00	44,915.00
<b>TOTAL REVENUES:</b>	<b>173,831.00</b>	<b>268,061.97</b>	<b>197,633.00</b>	<b>209,156.00</b>	<b>-</b>	<b>205,828.00</b>	<b>209,077.00</b>	<b>209,077.00</b>

**APPROPRIATIONS**

B1420.400	4,175.00	19,922.95	12,000.00	5,900.00		12,000.00	12,000.00	12,000.00
B1440.400	19,009.00	26,263.14	20,000.00	28,317.00		20,000.00	20,000.00	20,000.00
B1990.400	-	-	1,000.00	770.00		1,000.00	1,000.00	1,000.00
B3120.400	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00
B3620.100	21,000.00	22,050.00	22,381.00	22,381.00	27,500.00	27,500.00	27,500.00	27,500.00
B3620.103	15,784.00	17,150.40	16,368.00	18,260.00	17,186.00	16,859.00	18,000.00	18,000.00
B3620.200	510.00	479.75	600.00	600.00	650.00	600.00	600.00	600.00
B3620.400	1,380.00	1,938.59	3,500.00	1,520.00	5,750.00	3,500.00	3,500.00	3,500.00
B4020.100	822.00	847.00	860.00	860.00	912.00	886.00	903.00	903.00
B5650.400	-	35,889.48	7,500.00	3,000.00		10,000.00	10,000.00	10,000.00
B6410.400	5,219.00	3,118.25	1,500.00	3,519.00		3,200.00	3,200.00	3,200.00
B7110.400	12,000.00	12,000.00	12,000.00	12,000.00	12,000.00	12,000.00	14,000.00	14,000.00
B7410.400	49,000.00	50,000.00	50,000.00	50,000.00	52,000.00	52,000.00	52,000.00	52,000.00
B8010.100	2,510.00	2,500.00	3,120.00	2,394.00	3,120.00	3,120.00	3,120.00	3,120.00
B8010.103	711.00	756.51	1,523.00	768.00	1,500.00	1,569.00	1,599.00	1,599.00
B8010.200	-	-	-	-		-	-	-
B8010.400	1,803.00	10,001.80	10,000.00	6,789.00	10,000.00	5,000.00	5,000.00	5,000.00
B8020.100	3,410.00	3,460.00	4,500.00	2,627.00	4,320.00	4,500.00	4,500.00	4,500.00
B8020.103	993.00	873.68	1,523.00	823.00	1,500.00	1,569.00	1,599.00	1,599.00
B8020.400	518.00	451.55	1,650.00	10,000.00	1,500.00	1,650.00	1,650.00	1,650.00
B9010.800	4,919.00	4,171.50	3,878.00	3,878.00		4,495.00	4,495.00	4,495.00
B9030.800	3,006.00	3,189.05	3,500.00	3,700.00		3,950.00	3,981.00	3,981.00
B9050.800	-	-	-	-		-	-	-
B9055.800	116.00	150.50	200.00	272.00		280.00	280.00	280.00
B9060.800	122.00	176.65	30.00	100.00		150.00	150.00	150.00
<b>TOTAL APROPRIATIONS:</b>	<b>167,007.00</b>	<b>235,390.80</b>	<b>197,633.00</b>	<b>198,478.00</b>	<b>157,938.00</b>	<b>205,828.00</b>	<b>209,077.00</b>	<b>209,077.00</b>

**TOWN OF AVON  
HIGHWAY FUND TOWNWIDE**

**REVENUES:**

	2019 ACTUAL	2020 ACTUAL	2021 BUDGET	2021 ESTIMATED	2022 REQUESTED	2022 TENTATIVE	2022 PRELIMINARY	2022 ADOPTED
DA1001 PROPERTY TAXES	225,797.00	420,797.00	420,797.00	420,797.00		420,797.00	420,797.00	420,797.00
DA2300 WATER REIMB. FUEL & EQUIP.	2,138.00	1,492.70	2,300.00	7,196.00		2,300.00	2,300.00	2,300.00
DA2302 SNOW & ICE (County)	134,801.00	55,383.99	101,000.00	55,986.00		105,000.00	105,000.00	105,000.00
DA2302 SNOW & ICE (State)	-	85,334.81	-	72,602.00		-	-	-
DA2401 INTEREST & EARNINGS	7,165.00	2,822.99	-	700.00		-	-	-
DA2410 RENTAL OF REAL PROPERTY-INDI	-	556.98	-	-		-	-	-
DA2414 EQUIP. RENTAL-Cty Work/Mowing	22,042.00	33,976.45	35,500.00	35,000.00		35,500.00	35,500.00	35,500.00
DA2650 SALE OF SCRAP MATERIAL	-	-	-	126.00		-	-	-
DA2665 SALE OF EQUIPMENT	22,300.00	12,205.00	7,500.00	34,351.00		40,000.00	40,000.00	40,000.00
DA2680 INSURANCE RECOVERIES	2,534.00	2,173.36	-	-		-	-	-
DA2770 MISCELLANEOUS	-	774.99	-	330.00		-	-	-
DAUB EQUIPMENT RESERVE	-	-	-	210,000.00		50,000.00	50,000.00	50,000.00
DA.5999 UNEXPENDED BALANCE	-	-	102,677.00	-		1,574.00	24,574.00	34,574.00
<b>TOTAL REVENUES:</b>	<b>416,777.00</b>	<b>615,518.27</b>	<b>669,774.00</b>	<b>837,088.00</b>	<b>-</b>	<b>655,171.00</b>	<b>678,171.00</b>	<b>688,171.00</b>

**APPROPRIATIONS**

DA5120.100 BRIDGES PERSONAL SVC.	422.00	2,298.00	11,500.00	6,218.00	11,845.00	11,849.00	11,849.00	11,849.00
DA5120.400 BRIDGES CONTRACTUAL	2,349.00	1,050.00	4,000.00	600.00	4,000.00	4,000.00	4,000.00	4,000.00
DA5130.100 MACHINERY PERSONAL SVC.	96,840.00	111,467.90	103,000.00	109,550.00	106,090.00	105,298.00	105,298.00	105,298.00
DA5130.100 CELL PHONE REIMBURSE	265.00	-	1,000.00	-	-	325.00	325.00	325.00
DA5130.200 MACHINERY EQUIP	197,237.00	6,495.00	78,000.00	297,861.00	177,000.00	177,000.00	200,000.00	200,000.00
DA5130.400 MACHINERY CONTR	58,660.00	49,796.80	55,000.00	31,748.00	55,000.00	55,000.00	55,000.00	55,000.00
DA5130.401 MACHINERY FUEL CONTR	37,150.00	23,919.67	50,000.00	26,622.00	50,000.00	40,000.00	40,000.00	50,000.00
DA5140.100 BRUSH PERSONAL SVC.	28,665.00	32,898.20	43,000.00	33,180.00	44,290.00	30,348.00	30,348.00	30,348.00
DA5140.400 BRUSH CONTRACTUAL	12,116.00	8,401.00	9,000.00	3,275.00	9,000.00	9,000.00	9,000.00	9,000.00
DA5142.100 SNOW REMOVAL PER.SERV.	12,136.00	5,531.49	23,000.00	6,055.00	23,690.00	20,698.00	20,698.00	20,698.00
DA5142.400 SNOW REMOVAL CONTR.	34,897.00	35,601.44	36,000.00	33,648.00	36,000.00	36,000.00	36,000.00	36,000.00
DA5148.100 SERV.OTHER GOV'T P.S.	24,135.00	18,361.23	46,500.00	19,949.00	47,895.00	33,736.00	33,736.00	33,736.00
DA5148.400 SERV.OTHER GOV'T.CONTR.	72,566.00	48,621.54	75,000.00	63,406.00	75,000.00	75,000.00	75,000.00	75,000.00
DA9010.800 RETIREMENT	14,765.00	15,202.00	9,264.00	15,427.00	-	21,127.00	21,127.00	21,127.00
DA9030.800 SOCIAL SECURITY	13,140.00	13,692.47	16,000.00	13,219.00	-	16,280.00	16,280.00	16,280.00
DA9055.800 DISABILITY INSURANCE	241.00	412.61	210.00	600.00	-	210.00	210.00	210.00
DA9060.800 MEDICAL INSURANCE	12,016.00	14,469.67	16,500.00	13,445.00	-	16,500.00	16,500.00	16,500.00
DA9060.800 HSA ACCOUNTS	1,400.00	1,440.00	2,800.00	2,400.00	-	2,800.00	2,800.00	2,800.00
DA9950.900 EQUIPMENT RESERVE	-	-	90,000.00	90,000.00	90,000.00	-	-	-
<b>TOTAL APPROPRIATIONS:</b>	<b>619,000.00</b>	<b>389,659.02</b>	<b>669,774.00</b>	<b>767,203.00</b>	<b>729,810.00</b>	<b>655,171.00</b>	<b>678,171.00</b>	<b>688,171.00</b>

**TOWN OF AVON  
HIGHWAY FUND OUTSIDE VILLAGE**

**REVENUES:**

DB1001 PROPERTY TAXES  
DB2401 INTEREST & EARNINGS  
DB3501 CHIPS  
DBUB UNEXP FUND BALANCE  
**TOTAL REVENUES:**

	2019 ACTUAL	2020 ACTUAL	2021 BUDGET	2021 ESTIMATED	2022 REQUESTED	2022 TENTATIVE	2022 PRELIMINARY	2022 ADOPTED
	264,738.00	264,738.00	264,738.00	264,738.00		264,738.00	264,738.00	264,738.00
	4,959.00	2,261.35	-	600.00		-	-	-
	140,483.00	112,381.99	112,461.00	197,517.00		99,220.00	99,220.00	99,220.00
	-	-	31,709.00	-		5,473.00	5,473.00	5,473.00
	410,180.00	379,381.34	408,908.00	462,855.00	-	369,431.00	369,431.00	369,431.00

**APPROPRIATIONS:**

DB5110.1 GENERAL REPAIRS P.S.  
DB5110.4 GENERAL REPAIRS CONTR.  
DB5112.2 CAPITAL OUTLAY-IMPROVE  
DB9010.8 RETIREMENT  
DB9030.8 SOCIAL SECURITY  
DB9055.8 DISABILITY INSURANCE  
DB9060.8 MEDICAL INSURANCE  
DB9060.8 HSA ACCOUNTS  
**TOTAL APPROPRIATIONS:**

	2019 ACTUAL	2020 ACTUAL	2021 BUDGET	2021 ESTIMATED	2022 REQUESTED	2022 TENTATIVE	2022 PRELIMINARY	2022 ADOPTED
	33,700.00	31,642.20	75,533.00	31,825.00	77,800.00	51,552.00	51,552.00	51,552.00
	163,806.00	113,540.21	185,000.00	127,928.00	185,000.00	185,000.00	185,000.00	185,000.00
	96,484.00	137,117.74	112,461.00	197,517.00	99,220.00	99,200.00	99,200.00	99,200.00
	14,765.00	10,579.75	9,264.00	14,527.00		7,029.00	7,029.00	7,029.00
	2,576.00	2,420.62	5,600.00	2,435.00		5,600.00	5,600.00	5,600.00
	241.00	412.60	250.00	471.00		250.00	250.00	250.00
	10,973.00	7,443.24	18,000.00	8,881.00		18,000.00	18,000.00	18,000.00
	-	3,060.00	2,800.00	5,100.00		2,800.00	2,800.00	2,800.00
	322,545.00	306,216.36	408,908.00	388,684.00	362,020.00	369,431.00	369,431.00	369,431.00



**TOWN OF AVON  
FIRE DISTRICT**

**REVENUES**

SF1001 REAL PROPERTY TAX  
 SFUB UNEXP FUND BALANCE  
**TOTAL REVENUES:**

	2019 ACTUAL	2020 ACTUAL	2021 BUDGET	2021 ESTIMATED	2022 REQUESTED	2022 TENTATIVE	2022 PRELIMINARY	2022 ADOPTED
SF1001 REAL PROPERTY TAX	464,552.00	464,552.00	608,281.17	608,281.17		608,299.17	654,054.00	654,054.00
SFUB UNEXP FUND BALANCE	-	-	18.00	-		-	-	-
<b>TOTAL REVENUES:</b>	464,552.00	464,552.00	608,299.17	608,281.17	-	608,299.17	654,054.00	654,054.00

**APPROPRIATIONS:**

SF3410.4 FIRE DISTRICTS CONTR.  
**TOTAL APPROPRIATIONS:**

SF3410.4 FIRE DISTRICTS CONTR.	464,552.00	464,552.00	608,299.17	608,299.17		608,299.17	654,054.00	654,054.00
<b>TOTAL APPROPRIATIONS:</b>	464,552.00	464,552.00	608,299.17	608,299.17	-	608,299.17	654,054.00	654,054.00

**TOWN OF AVON  
ROYAL SPRINGS LIGHT DISTRICT**

**REVENUES**

SL1001 REAL PROPERTY TAX  
 SL2701 REFUNDS OF PRIOR YR EXP  
 SLUB UNEXP FUND BALANCE  
**TOTAL REVENUES:**

	2019 ACTUAL	2020 ACTUAL	2021 BUDGET	2021 ESTIMATED	2022 REQUESTED	2022 TENTATIVE	2022 PRELIMINARY	2022 ADOPTED
SL1001 REAL PROPERTY TAX	12,500.00	13,000.00	12,000.00	12,000.00		12,000.00	12,000.00	12,000.00
SL2701 REFUNDS OF PRIOR YR EXP	1,069.00	-	-	-		-	-	-
SLUB UNEXP FUND BALANCE	-	-	1,000.00	500.00		1,000.00	1,000.00	1,000.00
<b>TOTAL REVENUES:</b>	<b>13,569.00</b>	<b>13,000.00</b>	<b>13,000.00</b>	<b>12,500.00</b>	<b>-</b>	<b>13,000.00</b>	<b>13,000.00</b>	<b>13,000.00</b>

**APPROPRIATIONS:**

SL5182.4 LIGHTING CONTRACTUAL  
**TOTAL APPROPRIATIONS:**

SL5182.4 LIGHTING CONTRACTUAL	12,663.00	12,459.00	13,000.00	12,500.00		13,000.00	13,000.00	13,000.00
<b>TOTAL APPROPRIATIONS:</b>	<b>12,663.00</b>	<b>12,459.00</b>	<b>13,000.00</b>	<b>12,500.00</b>	<b>-</b>	<b>13,000.00</b>	<b>13,000.00</b>	<b>13,000.00</b>

**TOWN OF AVON  
ROYAL SPRINGS DRAINAGE DISTRICT**

**REVENUES**

SD1001 REAL PROPERTY TAX  
SDUB UNEXP FUND BALANCE  
**TOTAL REVENUES:**

2019 ACTUAL	2020 ACTUAL	2021 BUDGET	2021 ESTIMATED	2022 REQUESTED	2022 TENTATIVE	2022 PRELIMINARY	2022 ADOPTED
3,000.00	3,000.00	3,000.00	3,000.00		3,000.00	3,000.00	3,000.00
-	-	-	-		-	-	-
3,000.00	3,000.00	3,000.00	3,000.00	-	3,000.00	3,000.00	3,000.00

**APPROPRIATIONS:**

SD8540.1 DRAINAGE SERVICES  
SD8540.4 DRAINAGE CONTRACTUAL  
**TOTAL APPROPRIATIONS:**

-	-	-	-		-	-	-
-	-	3,000.00	-		3,000.00	3,000.00	3,000.00
-	-	3,000.00	-	-	3,000.00	3,000.00	3,000.00

**TOWN OF AVON  
CROSSROADS DRAINAGE**

**REVENUES**

SD1001 REAL PROPERTY TAX  
**TOTAL REVENUES:**

2019 ACTUAL	2020 ACTUAL	2021 BUDGET	2021 ESTIMATED	2022 REQUESTED	2022 TENTATIVE	2022 PRELIMINARY	2022 ADOPTED
1,000.00	1,000.00	1,000.00	1,000.00		1,000.00	1,000.00	1,000.00
1,000.00	1,000.00	1,000.00	1,000.00	-	1,000.00	1,000.00	1,000.00

**APPROPRIATIONS:**

SD8540.1 DRAINAGE SERVICES  
SD8540.4 DRAINAGE CONTRACTUAL  
**TOTAL APPROPRIATIONS:**

-	-	-	-		-	-	-
-	-	1,000.00	-		1,000.00	1,000.00	1,000.00
-	-	1,000.00	-	-	1,000.00	1,000.00	1,000.00

**TOWN OF AVON  
BRUCKEL DRAINAGE DISTRICT**

**REVENUES**

SD1001 REAL PROPERTY TAX  
**TOTAL REVENUES:**

2019 ACTUAL	2020 ACTUAL	2021 BUDGET	2021 ESTIMATED	2022 REQUESTED	2022 TENTATIVE	2022 PRELIMINARY	2022 ADOPTED
500.00	500.00	500.00	500.00		500.00	500.00	500.00
500.00	500.00	500.00	500.00	-	500.00	500.00	500.00

**APPROPRIATIONS:**

SD8540.1 DRAINAGE SERVICES  
SD8540.4 DRAINAGE CONTR  
**TOTAL APPROPRIATIONS:**

-	-	-	-		-	-	-
-	-	500.00	-		500.00	500.00	500.00
-	-	500.00	-	-	500.00	500.00	500.00

**TOWN OF AVON  
WATER DISTRICT**

**REVENUES:**

	2019 ACTUAL	2020 ACTUAL	2021 BUDGET	2021 ESTIMATED	2022 REQUESTED	2022 TENTATIVE	2022 PRELIMINARY	2022 ADOPTED
SW2140 METERED SALES	472,616.00	497,745.24	430,000.00	490,455.00		430,000.00	435,000.00	435,000.00
SW2144 WATER SERVICE CHARGES	3,880.00	2,400.00	10,000.00	2,400.00		10,000.00	10,000.00	10,000.00
SW2148 INT. & PEN. WATER RENT	14,920.00	-	17,000.00	-		17,000.00	17,000.00	17,000.00
SW2401 INTEREST & EARNINGS	16.00	307.90	-	400.00		-	-	119.00
SW2410 CELL SITE RENT	65,455.00	82,259.64	56,000.00	63,375.00		56,000.00	56,000.00	56,000.00
SW2665 SALE OF EQUIPMENT	-	-	-	22,100.00		-	-	-
SW2701 REIMB. OF PRIOR EXPENSES	924.00	-	-	-		-	-	-
SW2770 PUMP COSTS VILLAGE	-	466.39	-	1,074.00		-	-	-
SW5999 UNEXP FUND BALANCE	-	-	35,304.00	-		200,223.00	200,240.00	200,240.00
<b>TOTAL REVENUES:</b>	<b>557,811.00</b>	<b>583,179.17</b>	<b>548,304.00</b>	<b>579,804.00</b>	<b>-</b>	<b>713,223.00</b>	<b>718,240.00</b>	<b>718,359.00</b>

**APPROPRIATIONS:**

SW1320.400 INDEPENDENT AUDITING	3,420.00	-	-	-	-	-	-	-
SW1420.400 LEGAL CONTR.	-	-	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00
SW1440.400 ENGINEER CONTRACTUAL	-	-	8,000.00	35,000.00	8,000.00	8,000.00	8,000.00	8,000.00
SW1990.400 CONTINGENCY	-	-	1,000.00	-	1,000.00	1,251.00	1,251.00	1,251.00
SW8310.100 ADMINISTRATION SVC.	5,758.00	6,088.32	11,165.00	6,182.00	11,500.00	11,723.00	11,723.00	11,723.00
SW8310.200 ADMINISTRATION EQUIP	164.00	-	1,000.00	-	1,000.00	1,000.00	1,000.00	1,000.00
SW8310.400 ADMINISTRATION CONTR	4,774.00	3,999.55	6,000.00	3,710.00	6,000.00	6,000.00	6,000.00	6,000.00
SW8320.400 SOURCE CONTRACTUAL	206,626.00	189,032.34	210,000.00	198,096.00	210,000.00	210,000.00	210,000.00	210,000.00
SW8340.100 TRANSMISSION PER. SVC.	47,017.00	61,927.51	78,000.00	57,257.00	78,000.00	78,000.00	78,000.00	78,000.00
SW8340.102 TRANSMISSION PER. SVC. (Crye)	23,356.00	12,091.30	11,934.00	11,934.00	12,292.02	12,173.00	12,173.00	12,292.00
SW8340.200 TRANSMISSION EQUIPMENT	-	45,231.50	40,000.00	40,000.00	40,000.00	200,000.00	200,000.00	200,000.00
SW8340.400 TRANSMISSION & DISTR CONTR	26,281.00	28,915.07	32,000.00	31,845.00		32,000.00	32,000.00	32,000.00
SW8340.402 TRANS MAINT. CONTRACT.	33,081.00	34,754.22	35,000.00	57,622.00		35,000.00	40,000.00	40,000.00
SW9010.800 STATE RETIREMENT	5,636.00	6,788.25	7,047.00	7,047.00		8,214.00	8,214.00	8,214.00
SW9030.800 SOCIAL SECURITY	5,825.00	6,130.22	8,000.00	6,200.00		8,000.00	8,017.00	8,017.00
SW9050.800 UNEMPLOYMENT INSURANCE	2,100.00	-	-	-		-	-	-
SW9055.800 DISABILITY INSURANCE	21.00	57.06	200.00	100.00		200.00	200.00	200.00
SW9060.800 HOSPITAL & MEDICAL INS.	5.00	-	3,300.00	-		3,300.00	3,300.00	3,300.00
SW9710.600 SERIAL BOND PRINCIPAL	85,000.00	85,000.00	85,000.00	85,000.00		90,000.00	90,000.00	90,000.00
SW9710.700 SERIAL BOND INTEREST	7,807.00	6,267.06	4,658.00	4,658.00		2,362.00	2,362.00	2,362.00
<b>TOTAL APPROPRIATIONS:</b>	<b>456,871.00</b>	<b>486,282.40</b>	<b>548,304.00</b>	<b>550,651.00</b>	<b>373,792.02</b>	<b>713,223.00</b>	<b>718,240.00</b>	<b>718,359.00</b>

**TOWN OF AVON  
LIVINGSTON COUNTY  
BUDGET - 2022**

	APPROPRIATIONS	REVENUES	APPROPRIATED	2022	2021	INCREASE (DECREASE)	2022	2021	TAX RATES		INCREASE	Assessment Change
			FUND BALANCE	PROPERTY TAXES	PROPERTY TAXES		ASSESSED VALUES/UNITS	ASSESSED VALUES/UNITS	2022	2021	(DECREASE)	
A	1,941,430	1,318,900	84,444	538,086	528,086	10,000	430,801,556	425,716,604	1.249034	1.240464	0.01	5,084,952.00
B	209,077	85,687	44,915	78,475	78,475	0	244,229,945	240,503,554	0.321316	0.326295	(0.00)	3,726,391.00
DA	688,171	182,800	84,574	420,797	420,797	0	430,801,556	425,716,604	0.976777	0.98844	(0.01)	5,084,952.00
DB	369,431	99,220	5,473	264,738	264,738	0	244,229,945	240,503,554	1.083970	1.100765	(0.02)	3,726,391.00
SF1	654,054	0	0	654,054.00	608,281.17	45,773	304,749,278	301,599,137	2.146204	2.016853	0.13	3,150,141.00
SL	13,000	0	1,000	12,000	12,000	0	100	100	120.00	120.00	0.00	0.00
RS	3,000	0	0	3,000	3,000	0	18,016,100.0	17,947,300.0	0.000166518	0.000167156	(0.00)	68,800.00
CR	1,000	0	0	1,000	1,000	0	10,919,562.0	10,861,462.0	0.000091579	0.000092069	(0.00)	58,100.00
BR	500	0	0	500	500	0	6.0	6.0	83.333333	83.333333	0.00	0.00
CM	4,766	3,961	805	0	0	0	0.0	0.0	0	0	0.00	0.00
SW1	718,359	518,119	200,240	0	0	0	0.0	0.0	0	0	0.00	0.00
SW2	8,713	0	500	8,213	8,438	(225)	32.0	32.0	256.656250	263.68750	(7.03)	0.00
	<u>4,611,501</u>	<u>2,208,687</u>	<u>421,951</u>	<u>1,980,863</u>	<u>1,925,315</u>	<u>55,548</u>						

Worker's Compensation 33,582 29,721 430,801,556.00 425,716,604.00 0.078 0.070 0.00814

**SAMPLE OF TAXES**

ASSESSED VALUE	2022	2021		2022	2021	2022	2021		
	200,000	200,000		INSIDE	INSIDE	OUTSIDE	OUTSIDE		
INSIDE	460.75	459.74	1.01	A	1.2490	1.2405	A/B	1.5704	1.5668
OUTSIDE	741.81	745.16	(3.35)	DA	0.9768	0.9884	DA/DB	2.0607	2.0892
FIRE	429.24	403.37	25.87	DA	0.078	0.0698	DA/DB	0.780	0.0698
					<u>2.3038</u>	<u>2.298722</u>		<u>3.7091</u>	<u>3.725782</u>
					0.22%				-0.45%

**TOWN OF AVON  
LIVINGSTON COUNTY  
BUDGET - 2022**

APPROPRIATIONS	REVENUES	APPROPRIATED FUND BALANCE	2022	2021	INCREASE (DECREASE)	2022	2021	TAX RATES		INCREASE (DECREASE)	
			PROPERTY TAXES	PROPERTY TAXES		ASSESSED VALUES/UNITS	ASSESSED VALUES/UNITS	2022	2021		
A	1,941,430	1,318,900	84,444	538,086	528,086	10,000	430,801,556	425,716,604	1.249034	1.240464	0.01
B	209,077	85,687	44,915	78,475	78,475	0	244,229,945	240,503,554	0.321316	0.326295	(0.00)
DA	688,171	182,800	84,574	420,797	420,797	0	430,801,556	425,716,604	0.976777	0.988444	(0.01)
DB	369,431	99,220	5,473	264,738	264,738	0	244,229,945	240,503,554	1.083970	1.100765	(0.02)
SF1	654,054	0	0	654,054.00	608,281.17	45,773	304,749,278	301,599,137	2.146204	2.016853	0.13
SL	13,000	0	1,000	12,000	12,000	0	100	100	120.00	120.00	0.00
RS	3,000	0	0	3,000	3,000	0	18,016,100.0	17,947,300.0	0.000166518	0.000167156	(0.00)
CR	1,000	0	0	1,000	1,000	0	10,919,562.0	10,861,462.0	0.000091579	0.000092069	(0.00)
BR	500	0	0	500	500	0	6.0	6.0	83.333333	83.333333	0.00
CM	4,766	3,961	805	0	0	0	0.0	0.0	0.00	0.00	0.00
SW1	718,359	518,119	200,240	0	0	0	0.0	0.0	0.00	0.00	0.00
SW2	8,713	0	500	8,213	8,438	(225)	32.0	32.0	256.656250	263.68750	(7.03)
<b>4,611,501</b>			<b>2,208,687</b>	<b>421,951</b>	<b>1,980,863</b>	<b>1,925,315</b>	<b>55,548</b>				

<b>Worker's Compensation</b>			33,582	29,721			430,801,556	425,716,604	0.078	0.070	0.00814
------------------------------	--	--	--------	--------	--	--	-------------	-------------	-------	-------	---------

**SAMPLE OF TAXES**  
2022      2021

<b>ASSESSED VALUE</b>	<u>200,000</u>	<u>200,000</u>	
INSIDE	460.75	459.74	1.01
OUTSIDE	741.81	745.16	(3.35)
FIRE	429.24	403.37	25.87

	<b>2022</b>	<b>2021</b>	<b>2022</b>	<b>2021</b>
	<b>INSIDE</b>	<b>INSIDE</b>	<b>OUTSIDE</b>	<b>OUTSIDE</b>
A	1.2490	1.2405	A/B	1:5704
DA	0.9768	0.9884	DA/DB	2.0607
COMP	0.0780	0.0698	COMP	0.0780
	<u>2.3038</u>	<u>2.298722</u>		<u>3.7091</u>
	0.22%			<u>3.725782</u>
				-0.45%



**TOWN OF AVON  
TAX CAP CALCULATION**

DESCRIPTION	2021	2022
TAX LEVY FOR PRIOR YEAR	1,311,038.00	1,317,034.00
TAX BASE GROWTH FACTOR	1.0061	1.0053
	1,319,035.33	1,324,014.28
PRIOR YEAR PILOTS	67,046.00	183,539.00
	1,386,081.33	1,507,553.28
ALLOWABLE LEVY GROWTH FACTOR	1.0156	1.0200
	1,407,704.20	1,537,704.35
PROJECTED PILOTS	(183,539.00)	(186,000.00)
AVAILABLE CARRYOVER FROM PRIOR YEAR	0.00	0.00
	1,224,165.20	1,351,704.35
Taxes	1,317,034.00	1,326,809.00
Under/(Over) Tax Cap	(92,868.80)	24,895.35

**TOWN OF AVON  
FUND BALANCE ANALYSIS**

DESCRIPTION	(A) GENERAL TOWNWIDE	CEMETERY DISTRICT	TOTAL	(B) GENERAL OUTSIDE	(DA) HIGHWAY TOWNWIDE	(DB) HIGHWAY OUTSIDE	(SL) LIGHT DISTRICT	(SD) ROYAL SPRINGS DISTRICT	(SD) CROSS ROADS DISTRICT	(SD) BRUCKEL DISTRICT	SD TOTAL DRAINAGE	(SW) WATER DISTRICT	(SW) RT 39 WATER DISTRICT
Fund Balance - 12/31/19 (Actual)	\$ 539,512	\$ 65,546	\$ 605,058	\$ 206,623	\$ 440,074	\$ 420,849	\$ 10,637	\$ 14,200	\$ 14,820	\$ 7,500	\$ 36,520	\$ 289,936	\$ 661
Revenues (Actual)	783,232	6,959	790,191	268,062	615,518	379,381	13,000	3,000	1,000	500	4,500	583,179	9,692
Expenditures (Actual)	(686,811)	(2,503)	(689,314)	(235,391)	(389,659)	(306,216)	(12,459)	-	-	-	-	(486,282)	(8,028)
Fund Balance - 12/31/20 (Actual)	\$ 635,933	\$ 70,002	\$ 705,935	\$ 239,294	\$ 665,933	\$ 494,014	\$ 11,178	\$ 17,200	\$ 15,820	\$ 8,000	\$ 41,020	\$ 386,833	\$ 2,326
Revenues (Projected)	940,875	8,283	949,158	209,156	627,088	462,855	12,000	3,000	1,000	500	4,500	579,804	8,438
Expenditures (Projected)	(714,464)	(3,264)	(717,728)	(198,478)	(767,203)	(388,684)	(12,500)	-	-	-	-	(550,651)	(8,938)
Fund Balance - 12/31/21 (Projected)	\$ 862,345	\$ 75,021	\$ 937,366	\$ 249,972	\$ 525,818	\$ 568,185	\$ 10,678	\$ 20,200	\$ 16,820	\$ 8,500	\$ 45,520	\$ 415,986	\$ 1,826
Revenues (Budget)	1,856,986	3,961	1,860,947	164,162	603,597	363,958	12,000	3,000	1,000	500	4,500	518,119	8,213
Expenditures (Budget)	(1,941,430)	(4,766)	(1,946,196)	(209,077)	(688,171)	(369,431)	(13,000)	(3,000)	(1,000)	(500)	(4,500)	(718,359)	(8,713)
Fund Balance - 12/31/22 (Budget)	\$ 777,901	\$ 74,216	\$ 852,117	\$ 205,057	\$ 441,244	\$ 562,712	\$ 9,678	\$ 20,200	\$ 16,820	\$ 8,500	\$ 45,520	\$ 215,746	\$ 1,326

**FUND BALANCE COMPONENTS**

**2019 ACTUAL**

Not in Spendable Form	806	\$ 2,065	\$ -	2,065	\$ 55	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Capital Reserve	878	-	-	-	-	148,000	-	-	-	-	-	-	-	
Appropriated Fund Balance	914	379,851	195	380,046	62,333	35,940	36,972	-	-	-	-	33,479	-	
Unappropriated Fund Balance	915	157,596	65,351	222,947	144,235	256,134	383,877	10,637	14,200	14,820	7,500	256,457	661	
<b>Total Fund Balance</b>		<b>\$ 539,512</b>	<b>\$ 65,546</b>	<b>\$ 605,058</b>	<b>\$ 206,623</b>	<b>\$ 440,074</b>	<b>\$ 420,849</b>	<b>\$ 10,637</b>	<b>\$ 14,200</b>	<b>\$ 14,820</b>	<b>\$ 7,500</b>	<b>\$ 36,520</b>	<b>\$ 289,936</b>	<b>\$ 661</b>
		15%	3100%		86%	41%	119%	84%	#DIV/0!	#DIV/0!	#DIV/0!		56%	8%

**FUND BALANCE COMPONENTS**

**2020 ACTUAL**

Not in Spendable Form	806	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Capital Reserve	878	-	-	-	-	238,783	-	-	-	-	-	-	-	
Appropriated Fund Balance	914	353,341	195	353,341	40,571	102,677	31,709	-	-	-	-	35,804	-	
Unappropriated Fund Balance	915	282,592	70,002	352,594	198,723	324,473	462,305	11,178	17,200	15,820	8,000	41,020	2,326	
<b>Total Fund Balance</b>		<b>\$ 635,933</b>	<b>\$ 70,002</b>	<b>\$ 705,935</b>	<b>\$ 239,294</b>	<b>\$ 665,933</b>	<b>\$ 494,014</b>	<b>\$ 11,178</b>	<b>\$ 17,200</b>	<b>\$ 15,820</b>	<b>\$ 8,000</b>	<b>\$ 41,020</b>	<b>\$ 386,833</b>	<b>\$ 2,326</b>
		41%	2797%		84%	83%	151%	90%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	72%	29%

**FUND BALANCE COMPONENTS**

**2021 PROJECTED**

Not in Spendable Form	806	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Capital Reserve	878	-	-	-	-	118,783	-	-	-	-	-	-	-	
Appropriated Fund Balance	914	-	805	805	44,915	-	-	500	-	-	-	-	500	
Unappropriated Fund Balance	915	862,345	74,216	936,561	205,057	407,035	568,185	10,178	20,200	16,820	8,500	45,520	415,986	1,326
<b>Total Fund Balance</b>		<b>\$ 862,345</b>	<b>\$ 75,021</b>	<b>\$ 937,366</b>	<b>\$ 249,972</b>	<b>\$ 525,818</b>	<b>\$ 568,185</b>	<b>\$ 10,678</b>	<b>\$ 20,200</b>	<b>\$ 16,820</b>	<b>\$ 8,500</b>	<b>\$ 45,520</b>	<b>\$ 415,986</b>	<b>\$ 1,826</b>
		121%	2274%		103%	53%	146%	81%	#DIV/0!	#DIV/0!	#DIV/0!		76%	15%

**FUND BALANCE COMPONENTS**

**2022 BUDGETED**

Not in Spendable Form	806	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Capital Reserve	878	-	-	-	-	68,783	-	-	-	-	-	-	-	
Appropriated Fund Balance	914	84,444	805	85,249	44,915	34,574	5,473	1,000	-	-	-	-	200,240	500
Unappropriated Fund Balance	915	693,457	73,411	766,868	160,142	337,887	557,239	8,678	20,200	16,820	8,500	45,520	15,506	826
<b>Total Fund Balance</b>		<b>\$ 777,901</b>	<b>\$ 74,216</b>	<b>\$ 852,117</b>	<b>\$ 205,057</b>	<b>\$ 441,244</b>	<b>\$ 562,712</b>	<b>\$ 9,678</b>	<b>\$ 20,200</b>	<b>\$ 16,820</b>	<b>\$ 8,500</b>	<b>\$ 45,520</b>	<b>\$ 215,746</b>	<b>\$ 1,326</b>

Fund Balance as a % of Annual Appropriations	40%	1557%	98%	49%	151%	67%	673%	1682%	1700%	30%	9%
--	-----	-------	-----	-----	------	-----	------	-------	-------	-----	----

Equalized Total Assessed Value 604,585,003

Exemption Code	Exemption Name	Statutory Authority	Number of Exemptions	Total Equalized Value of Exemptions	Percent of Value Exempted
12100	NYS - GENERALLY	RPTL 404(1)	3	813,516	0.13
13100	CO - GENERALLY	RPTL 406(1)	2	267,033	0.04
13500	TOWN - GENERALLY	RPTL 406(1)	13	3,002,198	0.50
13510	TOWN - CEMETERY LAND	RPTL 446	5	26,154	0.00
13650	VG - GENERALLY	RPTL 406(1)	24	1,711,209	0.28
13660	VG - CEMETERY LAND	RPTL 446	1	22,308	0.00
13730	VG O/S LIMITS - SPECIFIED USES	RPTL 406(2)	1	100,000	0.02
13746	VG O/S LIMITS - SEWER OR WATER	RPTL 406(3)	2	3,527,544	0.58
13800	SCHOOL DISTRICT	RPTL 408	3	9,883,407	1.63
18020	MUNICIPAL INDUSTRIAL DEV AGENC	RPTL 412-a	19	35,763,067	5.92
25110	NONPROF CORP - RELIG(CONST PR	RPTL 420-a	10	7,268,901	1.20
25120	NONPROF CORP - EDUCL(CONST PR	RPTL 420-a	2	146,264	0.02
25130	NONPROF CORP - CHAR (CONST PR	RPTL 420-a	4	840,769	0.14
26100	VETERANS ORGANIZATION	RPTL 452	2	234,835	0.04
26400	INC VOLUNTEER FIRE CO OR DEPT	RPTL 464(2)	3	3,498,791	0.58
27350	PRIVATELY OWNED CEMETERY LANI	RPTL 446	3	105,714	0.02
41101	VETS EX BASED ON ELIGIBLE FUND	RPTL 458(1)	3	10,549	0.00
41111	VET PRO RATA: FULL VALUE ASSMT	RPTL 458(5)	12	841,495	0.14
41120	ALT VET EX-WAR PERIOD-NON-COMI	RPTL 458-a	115	2,420,703	0.40
41121	ALT VET EX-WAR PERIOD-NON-COMI	RPTL 458-a	4	77,736	0.01
41130	ALT VET EX-WAR PERIOD-COMBAT	RPTL 458-a	73	2,572,335	0.43
41131	ALT VET EX-WAR PERIOD-COMBAT	RPTL 458-a	1	37,692	0.01
41140	ALT VET EX-WAR PERIOD-DISABILI	RPTL 458-a	40	1,692,800	0.28
41160	COLD WAR VETERANS (15%)	RPTL 458-b	8	103,385	0.02
41161	COLD WAR VETERANS (15%)	RPTL 458-b	27	348,049	0.06
41170	COLD WAR VETERANS (DISABLED)	RPTL 458-b	2	51,291	0.01
41171	COLD WAR VETERANS (DISABLED)	RPTL 458-b	1	9,165	0.00

Equalized Total Assessed Value 604,585,003

Exemption Code	Exemption Name	Statutory Authority	Number of Exemptions	Total Equalized Value of Exemptions	Percent of Value Exempted
12100	NYS - GENERALLY	RPTL 404(1)	3	813,516	0.13
13100	CO - GENERALLY	RPTL 406(1)	2	267,033	0.04
13500	TOWN - GENERALLY	RPTL 406(1)	13	3,002,198	0.50
13510	TOWN - CEMETERY LAND	RPTL 446	5	26,154	0.00
13650	VG - GENERALLY	RPTL 406(1)	24	1,711,209	0.28
13660	VG - CEMETERY LAND	RPTL 446	1	22,308	0.00
13730	VG O/S LIMITS - SPECIFIED USES	RPTL 406(2)	1	100,000	0.02
13746	VG O/S LIMITS - SEWER OR WATER	RPTL 406(3)	2	3,527,544	0.58
13800	SCHOOL DISTRICT	RPTL 408	3	9,883,407	1.63
18020	MUNICIPAL INDUSTRIAL DEV AGENC	RPTL 412-a	19	35,763,067	5.92
25110	NONPROF CORP - RELIG(CONST PR	RPTL 420-a	10	7,268,901	1.20
25120	NONPROF CORP - EDUCL(CONST PR	RPTL 420-a	2	146,264	0.02
25130	NONPROF CORP - CHAR (CONST PR	RPTL 420-a	4	840,769	0.14
26100	VETERANS ORGANIZATION	RPTL 452	2	234,835	0.04
26400	INC VOLUNTEER FIRE CO OR DEPT	RPTL 464(2)	3	3,498,791	0.58
27350	PRIVATELY OWNED CEMETERY LANI	RPTL 446	3	105,714	0.02
41101	VETS EX BASED ON ELIGIBLE FUND	RPTL 458(1)	3	10,549	0.00
41111	VET PRO RATA: FULL VALUE ASSMT	RPTL 458(5)	12	841,495	0.14
41120	ALT VET EX-WAR PERIOD-NON-COMI	RPTL 458-a	115	2,420,703	0.40
41121	ALT VET EX-WAR PERIOD-NON-COMI	RPTL 458-a	4	77,736	0.01
41130	ALT VET EX-WAR PERIOD-COMBAT	RPTL 458-a	73	2,572,335	0.43
41131	ALT VET EX-WAR PERIOD-COMBAT	RPTL 458-a	1	37,692	0.01
41140	ALT VET EX-WAR PERIOD-DISABILI	RPTL 458-a	40	1,692,800	0.28
41160	COLD WAR VETERANS (15%)	RPTL 458-b	8	103,385	0.02
41161	COLD WAR VETERANS (15%)	RPTL 458-b	27	348,049	0.06
41170	COLD WAR VETERANS (DISABLED)	RPTL 458-b	2	51,291	0.01
41171	COLD WAR VETERANS (DISABLED)	RPTL 458-b	1	9,165	0.00

Town of Avon

**DEBT SERVICE BY CHRONOLOGICAL MATURITY DATE - 2022**

Due Date	Payee/ Purpose	Instrum./ Rate	Dated/ Final Maturity	Total Amount Due	Object of Expense Code		Outstanding Principal 12/31/22	Source	
					.6 Principal	.7 Interest		Function Code	Fund
02/01/22	EFC (M&T Bank) DWSRF #16966	'14 RSB 4.8780%	06/05/14 08/15/24	\$ 2,362.07	\$ 0	\$ 2,362.07 *	See August	F 9710.0	WATER
06/15/22	USDA Rural Development Route 39 Water Extension	'10 RD SB 2.2500%	12/15/10 12/15/48	1,907.26	0	1,907.26 **	See December	F 9710.0	WATER
08/01/22	EFC (M&T Bank) DWSRF #16966	'14 RSB 4.8780%	06/05/14 08/15/24	90,000.00	90,000	0.00 *	\$ 180,000	F 9710.0	WATER
08/15/22	EFC (M&T Bank) DWSRF #16966	Admin. Fee		297.00	N/A	N/A	N/A	F 1380.4	WATER
12/15/22	USDA Rural Development Route 39 Water Extension	'10 RD SB 2.2500%	12/15/10 12/15/48	6,917.74	5,000	1,917.74 **	165,000	F 9710.0	WATER
<b>TOTAL</b>				<b>\$ 101,484.07</b>	<b>\$ 95,000</b>	<b>\$ 6,187.07</b>	<b>\$ 345,000</b>		

Notes:

SB = Serial Bonds

EFC = Environmental Facilities Corporation

RD = Rural Development

RSB = Refunded Serial Bond

\* = Estimates only. Approximately two weeks prior to the due date M&T will send a voucher to the Town with the actual amount due.

\*\* = Estimates only. Actual amount based on USDA Rural Development calculations and may vary, but total annual interest should be accurate.

Town of Avon

**DEBT SERVICE BY CHRONOLOGICAL MATURITY DATE - 2022**

SUMMARY:

<u>WATER FUND</u>		
F9710.6 Serial Bonds - Principal	=	\$ 95,000.00
F9710.7 Serial Bonds - Interest	=	<u>6,187.07</u>
<b>TOTAL WATER FUND</b>		<b>\$ 101,187.07</b>
F1380.4 Fiscal Agent Fees (M&T Bank)	=	<u>\$ 297.00</u>
<b>TOTAL DEBT SERVICE .....</b>		<b><u><u>\$ 101,484.07</u></u></b>



July 30, 2021

Honorable David L. LeFeber  
 Town of Avon  
 23 Genesee Street  
 Avon, NY 14414

Re: Estimated 2022 Payment-In-Lieu-Of-Tax (PILOT) payments

Dear Supervisor LeFeber:

To assist you in preparing your 2022 town budget, the following are the estimated PILOT payments for the Town of Avon for the upcoming year:

5638 Tec Drive LLC/DP Tool	35.-1-13.31	\$5,214.98
Barilla America NY, Inc. (January - from town & county payment)	24.17-1-2.2	\$9,334.31
Barilla America NY, Inc. (June - from village payment)		\$5,606.66
Barilla America NY, Inc. (September - from school payment)		\$21,761.31
Evening Star Coffee Roasters LLC	35.-1-13.527	\$168.24
Fox & West	35.-1-13.537	\$1,611.15
Gray Metal Products, Inc.	24.10-1-1 24.-2-5	\$11,800.55
JB Properties of Avon, LLC	35.-1-13.525	\$154.43
Matthew Buses, Inc.	35.-1-36.1	\$1,961.84
PEMM LLC	55.-1-1.21	\$2,837.65
Piranha Milling and Paving	35.-1-13.524	\$471.14
TKM Ventures LLC (UET Controls)	35.-1-13.534	\$205.54



These estimates are based on the current tax rates, and will be recalculated for billing once the 2022 tax rates become available. Should you have any questions, please do not hesitate to contact me.

Sincerely,

Maureen E. Wheeler  
Deputy Director

cc: Bill Fuller, Director, Real Property Tax Services  
Sharon Knight, Clerk/Tax Collector, Town of Avon  
Tami Snyder, Assessor, Town of Avon



---

LUMP SUM  
PAYMENT IN LIEU OF TAXES AGREEMENT  
FOR SOLAR ENERGY SYSTEMS

between

The Town of Avon

and

Avon Solar Farm LLC

Dated as of June 20th, 2019

---

RELATING TO THE PREMISES LOCATED AT ROCHESTER  
STREET, (TAX MAP 24.00-2-9.123-1) IN THE TOWN OF AVON  
LIVINGSTON COUNTY, NEW YORK.

---

**LUMP SUM PAYMENT IN LIEU OF TAXES AGREEMENT**  
**FOR SOLAR ENERGY SYSTEMS PURSUANT TO REAL PROPERTY TAX LAW § 487**

THIS AGREEMENT FOR LUMP SUM PAYMENT IN LIEU OF TAXES FOR REAL PROPERTY, effective as of the date on the cover page, above, by and between **Avon Solar Farm LLC** (the "Owner"), a Delaware limited liability company, with a principal place of business located at 3402 Pico Blvd., Santa Monica, CA 90405, as lessor of property owner by **Richland Resources, LLC**, a New York Limited Liability Company with a principal place of business located at 1112 East River Road, Avon, NY 14414;

and

The **Town of Avon**, New York, (the "Town"), a municipal corporation duly established in the State of New York with a principal place of business located at 23 Genesee St., Avon, NY 14414;

the Town is herein referred to as the "Taxing Jurisdiction." Owner and the Taxing Jurisdiction are collectively referred to in this Agreement as the "Parties" and are individually referred to as a "Party."

**RECITALS**

WHEREAS, Owner has submitted a Notice of Intent to the Taxing Jurisdiction that it plans to build and operate a "Solar Energy System" as defined in New York Real Property Tax Law ("RPTL") Section 487 (1)(b) (herein the "Project") with an expected nameplate capacity ("Capacity") of approximately four (4) Megawatts AC on a parcel of land located within the Town at Rochester Street and identified as Tax Identifier Map Parcel Number 24.00-2-9.123-1, as described in Exhibit A (herein the "Property"); and;

WHEREAS, the Taxing Jurisdiction has not opted out of RPTL Section 487; and

WHEREAS, pursuant to RPTL Section 487 (9)(a), the Taxing Jurisdiction has properly and timely indicated its intent to require a Payment in Lieu of Taxes ("PILOT") Agreement with the Owner, under which the Owner (or any successor owner of the Project) will be required to make a lump sum payment to the Taxing Jurisdiction to cover the Term of this Agreement; and

WHEREAS, the Owner has submitted or will submit to the assessor of the Town of Avon a RP-487 Application for Tax Exemption of Solar or Wind Energy Systems or Farm Waste Energy Systems, demonstrating its eligibility for a real property tax exemption pursuant to RPTL Section 487; and

WHEREAS, the Parties intend that, during the Term of this Agreement, the Project (but

BST

not the real property upon which the Project is located) will be placed on exempt portion of the assessment roll and the Owner will not be assessed for any statutory real property taxes from the Town for which it might otherwise be subjected under New York law with respect to the Project.

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter contained, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Representations of the Parties.

(a) The Owner hereby represents, warrants, and covenants that, as of the date of this Agreement:

1. The Owner is duly organized, and a validly existing Delaware limited liability company, has requisite authority to conduct its business as presently conducted or proposed to be conducted under this Agreement, and has full legal right, power, and authority to execute, deliver, and perform all applicable terms and provisions of this Agreement.

2. All necessary action has been taken to authorize the Owner's execution, delivery, and performance of this Agreement and this Agreement constitutes the Owner's legal, valid, and binding obligation enforceable against it in accordance with its terms.

3. None of the execution or delivery of this Agreement, the performance of the obligations in connection with the transactions contemplated hereby, or the fulfillment of the terms and conditions hereof will (i) conflict with or violate any provision of the Owner's Certificate of Incorporation, Certificate of Formation, bylaws or other organizational documents or of any restriction or any agreement or instrument to which the Owner is a party and by which it is bound; (ii) conflict with, violate, or result in a breach of any applicable law, rule, regulation, or order of any court or other taxing jurisdiction or authority of government or ordinance of the State or any political subdivision thereof; or (iii) conflict with, violate, or result in a breach of or constitute a default under or result in the imposition or creation of any mortgage, pledge, lien, security interest, or other encumbrance under this Agreement or under any term or condition of any mortgage, indenture, or any other agreement or instrument to which it is a party or by which it or any of the Owner's properties or assets are bound. There is no action, suit, or proceeding, at law or in equity, or official investigation before or by any government authority pending or, to its knowledge, threatened against the Owner, wherein an anticipated decision, ruling, or finding would result in a material adverse effect on the Owner's ability to perform its obligations under this Agreement or on the validity or enforceability of this Agreement.

(b) The Taxing Jurisdiction hereby represents, warrants, and covenants that, as of the date of this Agreement:

1. The Taxing Jurisdiction is duly organized, validly existing, and in good standing under the laws of the State of New York and has full legal right, power, and authority to execute, deliver, and perform all applicable terms and provisions of this Agreement.

324

2. All necessary action has been taken to authorize the Taxing Jurisdiction's execution, delivery, and performance of this Agreement, and this Agreement constitutes the Taxing Jurisdiction's legal, valid, and binding obligation enforceable against it in accordance with its terms.
3. No governmental approval by or with any government authority is required for the valid execution, delivery, and performance under this Agreement by the Taxing Jurisdiction except such as have been duly or will be obtained or made.
4. There is no action, suit, or proceeding, at law or in equity, or official investigation before or by any government authority pending or, to its knowledge, threatened against the Taxing Jurisdiction, wherein an anticipated decision, ruling, or finding would result in a material adverse effect on the Taxing Jurisdiction's ability to perform its obligations under this Agreement or on the validity or enforceability of this Agreement.

2. Tax Exemption; Payment in Lieu of Real Property Taxes.

(a) **Tax-Exempt Status of the Project Facility.** Pursuant to RPTL §487 the Parties hereto agree that the Project shall be placed by the Taxing Jurisdiction as exempt upon the assessment rolls of the Taxing Jurisdiction. A Real Property Tax Exemption Form (RP §487) has or will be filed with the Assessor responsible for the Taxing Jurisdiction and the Project is eligible for exemption pursuant to RPTL §487 (4). Form RP §487 shall be filed within one hundred twenty (120) days from the Construction Commencement Date, which for purposes of this Agreement shall be defined as: such date as the Owner has received all necessary permits and approvals so that physical construction of the Project may begin and physical construction (including, at a minimum, excavation for foundations or the installation or erection of improvements) has begun. The Project (but not the real property upon which the Project is located) shall remain on the exempt portion of the assessment rolls for fifteen (15) years from such time as Form RP §487 is filed.

(b) Owner agrees to make a \$125,000 single lump sum payment in good funds to the Taxing Jurisdiction in lieu of real property taxes during the Term of this Agreement. These funds are to be paid in full at the time the project reaches commercial operations or no later than one hundred twenty (120) days after the Construction Commencement Date as defined above, whichever is sooner.

(c) Owner agrees that the payment provided for in paragraph 2. (b) above will not be reduced on account of a depreciation factor or reduction in the Taxing Jurisdiction tax rate, or for any other reason once it has been paid, nor shall any portion of such amount be refunded or credited to Owner for any reason. The Taxing Jurisdiction agrees that the payment in lieu of taxes will not during the Term of this Agreement be increased on account of an inflation factor or increase in the Taxing Jurisdiction tax rate, all of which factors have been considered in arriving at the lump sum payment amount reflected in this Agreement.

3. Term of Agreement. The Term of this Agreement shall be for a period of fifteen (15) years from the date of filing of a Real Property Tax Exemption Form (RP §487) with the

BSA

Assessor of the Taxing Jurisdiction, which such RP §487 shall be filed within one hundred twenty (120) days from the Construction Commencement Date.

4. Tax Status. Separate Tax Lot. The Taxing Jurisdiction agrees that during the Term of this Agreement, the Taxing Jurisdiction will not assess Owner for any real property taxes with respect to the Project (but not the real property upon which the Project is located) to which Owner might otherwise be subject under New York law, and the Taxing Jurisdiction agrees that this Agreement will exclusively govern the payments of all such taxes during the Term, provided, however, that this Agreement is not intended to affect, and will not during the Term preclude the Taxing Jurisdiction from assessing, any other taxes, fees, charges, rates or assessments which the Owner is obligated to pay, including, but not limited to, special assessments or special district assessments, fees, or charges for services provided by the Taxing Jurisdiction to the Project. Nothing in this Agreement shall limit the right of the Owner to challenge the assessment of the Project pursuant to the RPTL, but in no event shall the Owner be entitled to any refund of any portion of the lump sum payment made pursuant to paragraph 2. (b) above, regardless of the outcome of any such challenge.

5. No Assignments Without Prior Notice; Binding Effect.

(a) This Agreement may not be assigned by Owner without the prior written consent of the Taxing Jurisdiction; such consent may be withheld at the sole discretion of the Taxing Jurisdiction, unless the lump sum payment set forth in paragraph 2. (b) has been fully paid to the Taxing Jurisdiction, in which case such consent may not be unreasonably withheld if the Assignee has agreed in writing to accept all obligations of the Owner. The restrictions on assignment contained herein do not prohibit or otherwise limit changes in control of Owner. If Owner assigns this Agreement with the advance written consent of the Taxing Jurisdiction as provided for immediately above, the Owner shall be released from all obligations under this Agreement upon assumption hereof in writing by the assignee, provided that Owner shall, as a condition of such assignment and to the reasonable satisfaction of the Taxing Jurisdiction, cure any defaults and satisfy all liabilities arising under this Agreement prior to the date of such assignment. A Notice of this Agreement may be recorded by Owner (at its own cost) and the Taxing Jurisdiction shall cooperate in the execution of required Assignments with the Owner and its successors. Owner may, with advance written notice to the Taxing Jurisdiction and subject to the consent provisions above, assign this Agreement to a wholly owned subsidiary or affiliate of Owner or to any party who has provided or is providing financing to Owner for the construction, operation and/or maintenance of the Project.

(b) Binding Effect. This PILOT Agreement shall inure to the benefit of, and shall be binding upon, the Taxing Jurisdiction, the Owner and their respective successors and assigns.

6. Statement of Good Faith. The Parties agree that the payment obligations established by this Agreement have been negotiated in good faith in recognition of and with due consideration of the full and fair taxable value of the Project.

7. Additional Documentation and Actions. Subject to applicable laws and regulations, each Party will, from time to time hereafter, execute and deliver or cause to be executed and delivered, such reasonable additional instruments and documents as the other Party

REST

reasonably requests for the purpose of implementing or effectuating the provisions of this Agreement. Owner shall pay all reasonable attorneys' and consulting fees incurred by the Taxing Jurisdiction to review and negotiate any such instruments or documents.

8. Notices. All notices, consents, requests, or other communications provided for or permitted to be given hereunder by a Party must be in writing and will be deemed to have been properly given or served upon the personal delivery thereof, via courier delivery service, by hand, or by certified mail, return receipt requested. Such notices shall be addressed or delivered to the Parties at their respective addresses shown below.

If to Owner: Avon Solar Farm LLC  
3402 Pico Boulevard  
Santa Monica, CA 90405  
Attn: Noah Hyte

With a copy to: Helios Energy LLC  
411 S. Old Woodward Ave #807  
Birmingham, MI 48009

If to the Taxing Jurisdiction: Town of Avon  
23 Genesee Street  
Avon, NY 14414

With a copy to: Town of Avon Assessor  
Attn: Tami Snyder  
23 Genesee Street  
Avon, NY 14414

Any such addresses for the giving of notices may be changed by either Party by giving written notice as provided above to the other Party. Notice given by counsel to a Party shall be effective as notice from such Party.

9. Applicable Law. This Agreement will be made and interpreted in accordance with the laws of the State of New York. Owner and the Taxing Jurisdiction each consent to the jurisdiction of the New York courts in and for the County in which the Project is located regarding any and all matters, including interpretation or enforcement of this Agreement or any of its provisions. Accordingly, any litigation arising hereunder shall be brought solely in such courts.

10. Termination Rights of the Owner. Owner may terminate this Agreement at any time by providing written Notice to the Taxing Jurisdiction. Upon receipt of the Notice of Termination, the Project shall be placed on the taxable portion of the tax roll effective on the next taxable status date of the Taxing Jurisdiction. Owner shall be liable for all PILOT payments due in the year of termination. If Owner elects to terminate this Agreement pursuant to this

Best

provision, Owner shall not under any circumstances be entitled to any refund or credit associated with the lump sum payment made pursuant to paragraph 2. (b) above.

11. Termination Rights of Taxing Jurisdiction. Notwithstanding anything to the contrary in this Agreement, the Taxing Jurisdiction may terminate this Agreement on thirty (30) days written notice to Owner if:

(a) Owner fails to make timely payments required under this Agreement, unless such payment is received by the Taxing Jurisdiction within the 30-day notice period with interest as stated in this Agreement

(b) Owner has filed, or has had filed against it, a petition in Bankruptcy, or is otherwise insolvent;

12. Remedies; Waiver and Notice.

(a) No Remedy Exclusive. No remedy herein conferred upon or reserved to Party is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

(b) No Waiver. In the event any provision contained in this Agreement should be breached by any party and thereafter duly waived by the other party so empowered to act, such waiver shall be limited to the particular breach so waived and shall not be deemed to be a waiver of any other breach hereunder. No waiver, amendment, release or modification of this Agreement shall be established by conduct, custom or course of dealing.

13. Entire Agreement. The Parties agree that this is the entire, fully integrated Agreement between them with respect to payments in lieu of taxes for the Project.

14. Amendments. This Agreement may not be effectively amended, changed, modified, altered or terminated except by an instrument in writing executed by the parties hereto.

15. No Third Party Beneficiaries. The Parties state that there are no third-party beneficiaries to this Agreement.

16. Severability. If any article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion so adjudged invalid, illegal or unenforceable shall be deemed separate, distinct and independent and the remainder of this Agreement shall be and remain in full force and effect and shall not be invalidated or rendered illegal or unenforceable or otherwise affected by such holding or adjudication.

17. Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

BSH

Executed by the undersigned as of the day and year first written above, each of whom represents that it is fully and duly authorized to act on behalf of and bind its principals.

AVON SOLAR FARM LLC

By: \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

TOWN OF AVON

By: David LeFeber  
David LeFeber, Supervisor

4/27/19  
Date

RICHLAND RESOURCES, LLC

By: Bruce Howlett  
Bruce Howlett, Managing Member

8/21/2019  
Date

*Handwritten initials*



Executed by the undersigned as of the day and year first written above, each of whom represents that it is fully and duly authorized to act on behalf of and bind its principals.

AVON SOLAR FARM, LLC

By: Neah Harte

Neah Harte  
Name

AUTHORIZED PERSON  
Title

8/9/19  
Date

TOWN OF AVON

By: \_\_\_\_\_  
David LeFeber, Supervisor

\_\_\_\_\_  
Date

RICHLAND RESOURCES, LLC

By: \_\_\_\_\_  
Bruce Howlett, Managing Member

\_\_\_\_\_  
Date

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Los Angeles )

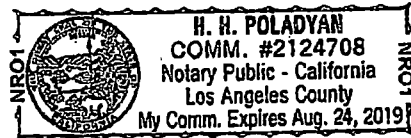
On 8/9/2019 before me, H.H. Poladyan Notary Public  
(insert name and title of the officer)

personally appeared Noah Hyle  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature] (Seal)



Payment in Lieu of Taxes Agreement

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )


On the \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned, a notary public in and for said state, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK )  
COUNTY OF LIVINGSTON )

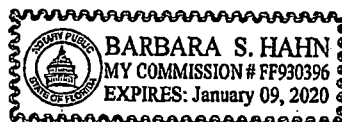
On the 27 day of June, 2019, before me, the undersigned, a notary public in and for said state, personally appeared David LeFeber, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me 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.

Florida  
STATE OF NEW YORK )  
COUNTY OF LIVINGSTON )  
Charlotte

  
Notary Public  
JAMES W. CAMPBELL, JR #02CA5007929  
NOTARY PUBLIC, State of New York  
Qualified in Livingston County  
Commission Expires 2/8/2023

On the 21 day of August, 2019, before me, the undersigned, a notary public in and for said state, personally appeared Bruce Howlett, 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.

  
Notary Public



*Handwritten initials*

EXHIBIT A

Description of Land

Address: Portions of the Property commonly known as Rochester Street, Town of Avon,  
New York 14414

Tax Map Nos: Property identified as tax map parcel 24.00-2-9.123-1

**EXHIBIT B**

Year	Payment Amount
2019	\$125,000

BBW

Executed by the undersigned as of the day and year first written above, each of whom represents that it is fully and duly authorized to act on behalf of and bind its principals.

AVON SOLAR FARM LLC

By: \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

TOWN OF AVON

By: David LeFeber  
David LeFeber, Supervisor

4/27/19  
Date

RICHLAND RESOURCES, LLC

By: \_\_\_\_\_  
Bruce Howlett, Managing Member

\_\_\_\_\_  
Date

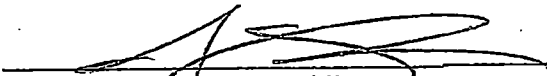
STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned, a notary public in and for said state, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK )  
COUNTY OF LIVINGSTON )

On the 27 day of June, 2019, before me, the undersigned, a notary public in and for said state, personally appeared David LeFeber, 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.

  
\_\_\_\_\_  
Notary Public

JAMES W. CAMPBELL, JR #02CA5007929  
NOTARY PUBLIC, State of New York  
Qualified in Livingston County  
Commission Expires 2/8/2023

STATE OF NEW YORK )  
COUNTY OF LIVINGSTON )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned, a notary public in and for said state, personally appeared Bruce Howlett, 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.

\_\_\_\_\_  
Notary Public

---

LUMP SUM  
PAYMENT IN LIEU OF TAXES AGREEMENT  
FOR SOLAR ENERGY SYSTEMS

between the

Town of Avon, New York

and

DG New York CS, LLC

Dated as of November 19, 2020

---

RELATING TO THE PREMISES LOCATED AT AVON-EAST AVON ROAD PARCEL #  
34.-1-15.21 AVON, NEW YORK 14414

---



LUMP SUM PAYMENT IN LIEU OF TAXES AGREEMENT

FOR SOLAR ENERGY SYSTEM PURSUANT TO REAL PROPERTY TAX LAW §487

THIS AGREEMENT FOR LUMP SUM PAYMENT IN LIEU OF TAXES FOR REAL PROPERTY ("Agreement"), effective as of the date on the cover page, above, by and between DG New York CS, LLC, a Delaware limited liability company, authorized to do business in the State of New York ("Owner"), with a principal place of business located at 700 Universe Boulevard, Juno Beach, Florida 33408, as lessor of property owned by Richland Resources, LLC, a New York limited liability Company with a principal place of business located at 1112 East River Road, Avon, NY 14414, and the Town of Avon, New York, (the "Town"), a municipal corporation duly established with a principal place of business at 23 Genesee Street Avon, New York 14414.

The Owner and Town are collectively referred to in this Agreement as the "Parties" and are individually referred to as a "Party."

RECITALS

WHEREAS, Owner has submitted a Notice of Intent to the Town that it plans to build and operate a "Solar Energy System" as defined in New York Real Property Tax Law ("RPTL") Section 487(1)(b) with an expected nameplate capacity ("Capacity") of approximately 5.0 Megawatts AC, as measured at the inverter (herein the "Project") on a parcel of land located within the Town of Avon, NY at Avon-East Avon Road and identified as Tax Identifier Map Parcel # 34.-1-15.21 (herein the "Property"); and

WHEREAS, the Town has not opted out of RPTL Section 487; and

WHEREAS, pursuant to RPTL 487 (9)(a), the Town has indicated its intent to require a Payment in Lieu of Taxes ("PILOT") Agreement with the Owner, under which the Owner (or any successor owner of the Project) will be required to make a lump sum payment to Town in accordance with the term of this Agreement; and

WHEREAS, the Owner has submitted or will submit to the assessor of the Town of Avon (the "Assessor") a RP-487 Application for Tax Exemption of Solar or Wind Energy Systems or Farm Waste Energy Systems, demonstrating the eligibility of the Project for a real property tax exemption pursuant to RPTL Section 487; and

WHEREAS, the Parties intend that, for a period of fifteen (15) years from the time Form RP §487 is filed, the assessed value of the Property will remain on the taxable portion of the assessment roll, with the value of the exemption with respect to the Project, computed pursuant to subdivision two of section 487 of the Real Property Tax Law and placed in a separate tax-exempt column of such tax rolls whereby the Owner will be exempt from any statutory real property taxes for which it might otherwise be subjected under New York law

with respect to the Project (but not the real property upon which the Project is located).

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter contained, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Representations of the Parties:

(a) The Owner hereby represents, warrants, and covenants that, as of the date of this Agreement:

i. The Owner is duly organized, and a validly existing limited liability company duly authorized to do business in the State of New York, has requisite authority to conduct its business as presently conducted or proposed to be conducted under this Agreement, and has full legal right, power, and authority to execute, deliver, and perform all applicable terms and provisions of this Agreement.

ii. All necessary action has been taken to authorize the Owner's execution, delivery, and performance of this Agreement and this Agreement constitutes the Owner's legal, valid, and binding obligation enforceable against it in accordance with its terms.

iii. None of the execution or delivery of this Agreement, the performance of the obligations in connection with the transactions contemplated hereby, or the fulfillment of the terms and conditions hereof will (i) conflict with or violate any provision of the Owner's Certificate of Formation or Articles of Organization, bylaws or other organizational documents or of any restriction or any agreement or instrument to which the Owner is a party and by which it is bound; (ii) conflict with, violate, or result in a breach of any applicable law, rule, regulation, or order of any court or other taxing jurisdictions or authority of government or ordinance of the State or any political subdivision thereof; or (iii) conflict with, violate, or result in a breach of or constitute a default under or result in the imposition or creation of any mortgage, pledge, lien, security interest, or other encumbrance under this Agreement or under any term or condition of any mortgage, indenture, or any other agreement or instrument to which it is a party or by which it or any of the Owner's properties or assets are bound. There is no action, suit, or proceeding, at law or in equity, or official investigation before or by any government authority pending or, to its knowledge, threatened against the Owner, wherein an anticipated decision, ruling, or finding would result in a material adverse effect on the Owner's ability to perform its obligations under this Agreement or on the validity or enforceability of this Agreement.

(b) The Town hereby represents, warrants, and covenants that, as of the date of this Agreement:

i. The Town is duly organized, validly existing, and in good standing under the laws of the State of New York and has full legal right, power, and authority to execute, deliver, and perform all applicable terms and provisions of this Agreement.

ii. All necessary action has been taken to authorize the Town's execution, delivery, and performance of this Agreement, and this Agreement constitutes Town's legal, valid, and binding obligation enforceable against it in accordance with its terms.

iii. No governmental approval by or with any government authority is required for the valid execution, delivery, and performance under this Agreement by the Town except such as have been duly or will be obtained or made.

iv. There is no action, suit, or proceeding, at law or in equity, or official investigation before or by any government authority pending or, to its knowledge, threatened against the Town, wherein an anticipated decision, ruling, or finding would result in a material adverse effect on the Town's ability to perform its obligations under this Agreement or on the validity or enforceability of this Agreement.

2. Tax Exemption: Payment in Lieu of Real Property Taxes.

(a) Tax-Exempt Status of the Project. It is the intent of the Parties that, pursuant to RPTL 487, the Project shall be identified as exempt upon the assessment rolls of the Town. A Real Property Tax Exemption Form (RP 487) has or will within one hundred twenty (120) days from commencement of actual construction of the Solar Energy System (not including land preparation), be filed by the Owner with the Town Assessor and the Project is eligible for exemption from real property taxation pursuant to RPTL 487 (4).

(b) Owner agrees to make a one-time \$150,000.00 lump sum payment (hereafter "Lump Sum Payment" to the Town, said payment being in lieu of real property tax payments for the Project (but not the real property upon which the Project is located) for a period of fifteen (15) consecutive fiscal tax years. The Parties hereby acknowledge and agree that the Lump Sum Payment referenced above does not exceed the amounts that would otherwise be payable during the fifteen (15) consecutive fiscal tax years, but for the RPTL 487 exemption, and Owner hereby irrevocably waives any such claim and shall hereafter be estopped from making such a claim. Such 15-year period shall begin on the first applicable tax year of the Taxing Jurisdictions following the taxable status date (March 1 of such year) for which a Real Property Tax Exemption Form (RP-487) was filed with the assessor (the "Commencement Date"), and shall end with the fifteenth fiscal year following such fiscal year the exemption first became effective.

(c) Owner agrees that the Lump Sum Payment provided for in paragraph 2. (b) will not be reduced on account of a depreciation factor or reduction in the Town's tax rate, or for any other reason once this Agreement has been fully executed, nor shall any portion of such

amount, once paid, be refunded or credited to Owner for any reason. The Town agrees that the Lump Sum Payment in lieu of taxes will not be increased on account of an inflation factor or increase in the Town's tax rate, all of which factors have been considered in arriving at the Lump Sum Payment amounts reflected in this Agreement.

3. Term of Agreement. The Term of this Agreement shall be for a period of fifteen (15) years which shall begin on the first applicable tax year of the Taxing Jurisdictions following the taxable status date (March 1 of such year) for which a Real Property Tax Exemption Form (RP-487) was filed with the assessor (the "Commencement Date"), and shall end with the fifteenth fiscal year following such fiscal year the exemption first became effective, which such RP 487 shall be filed within one hundred twenty (120) days from commencement of actual construction of the Solar Energy System (not including land preparation).

4. Change in Capacity at Mechanical Completion: Adjustments to Payments. To the extent that the Capacity of the Project is more than the 5.0 Megawatts AC on the date when the Project is mechanically complete and Owner has commenced production of electricity, the Lump Sum Payment will be increased (or if already paid, supplemented) at the rate of \$30,000.00 per Megawatts AC, or pro rata at such rate for any fractional portion thereof.

5. Change in Capacity After Mechanical Completion: Adjustments to Payments. If after the Completion Date, but during the Term of this Agreement, the Capacity is increased as a result of the replacement or upgrade or partial removal or retirement of existing Project equipment or property (not including real property) or the addition of new Project equipment or property (not including real property), Owner shall make an additional lump sum payment to the Town at the rate of \$30,000.00 per Megawatts AC, or pro rata at such rate for any fractional portion thereof. Such additional payment shall be deemed a condition precedent to any permit being issued for changes as contemplated in this paragraph.

6. Payment Collection.

The Town will issue an invoice for the Lump Sum Payment to the Owner at:

DG New York CS, LLC  
Attn: Distributed Generation Property Tax  
700 Universe Blvd. Mail Stop A1A/JB  
Juno Beach, Florida 33408

The Lump Sum Payment will be paid to the Town in accordance with this Section 6 and the payment amount and payment date will be noted on an one-time invoice issued by the Town to the Owner, provided that any failure of the Town to issue such a invoice shall not relieve Owner of its obligation to make timely payment pursuant to this Agreement.

Full payment to the Town of the Lump Sum Payment is due no later than January 15,

2022, or no later than three (3) months after commencement of commercial operation of the Solar Energy System, whichever is earlier and such payment shall be made to the order of the Town of Avon and mailed to:

Town of Avon  
Supervisor's Office  
23 Genesee Street  
Avon, New York 14414

Any late payment shall accrue interest at the statutory rate under New York Law. Owner shall pay all reasonable attorney fees, court and other costs incurred by the Town in the collection of any unpaid amounts. Failure to pay in full as set forth herein shall cause all permits and approvals to be revoked and stop-work orders to be issued and the Town shall have all other remedies available to it for purposes of enforcing this Agreement. All payments by the Owner hereunder shall be paid in lawful money of the United States of America.

7. Tax Status. The Town agrees that during the Term of this Agreement, the Town will not assess Owner for any real property taxes with respect to the Project (but not the real property upon which the Project is located) to which Owner (or the underlying fee owner of the parcel) might otherwise be subject under New York law, and the Town agrees that this Agreement will exclusively govern the payments of all such taxes during the Term, provided, however, that this Agreement is not intended to affect, and will not during the Term preclude the Town from assessing, any other taxes, fees, charges, rates or assessments which the Owner is obligated to pay, including, but not limited to, special assessments or special district assessments, fees, or charges for services provided by the Town to the Project. As part of the consideration for this Agreement, Owner hereby waives any right it has to challenge the Assessment of the Project for any tax year during the Term of this Agreement.

8. No Assignments Without Prior Notice; Binding Effect.

(a) This Agreement may not be assigned by Owner without the prior written consent of the Town; such consent may be withheld at the sole discretion of the Town, unless the lump sum payment set forth in paragraph 2. (b) has been fully paid to the Town, in which case such consent may not be unreasonably withheld, conditioned or delayed, if the Assignee has agreed in writing to accept all obligations of the Owner. The restrictions on assignment contained herein do not prohibit or otherwise limit changes in control of Owner. If Owner assigns this Agreement with the advance written consent of the Town, the Owner shall be released from all obligations under this Agreement upon assumption hereof in writing by the assignee, provided that Owner shall, as a condition of such assignment and to the reasonable satisfaction of the Town, cure any defaults and satisfy all liabilities arising under this Agreement prior to the date of such assignment. A Notice of this Agreement may be recorded by Owner (at its own cost) and the Town shall cooperate in the execution of required Assignments with the Owner and its successors. Owner may, with advance written notice to the Town and subject to the consent provisions above, assign this Agreement to a wholly

owned subsidiary or affiliate of Owner or to any party who has provided or is providing financing to Owner for the construction, operation and/or maintenance of the Project.

(b) **Binding Effect.** This Agreement shall inure to the benefit of, and shall be binding upon, the Town, the Owner and their respective successors and assigns.

9. **Statement of Good Faith.** The Parties agree that the payment obligations established by this Agreement have been negotiated in good faith in recognition of and with due consideration of the full and fair taxable value of the Project.

10. **Additional Documentation and Actions.** Subject to applicable laws and regulations, each Party will, from time-to-time hereafter, execute and deliver or cause to be executed and delivered, such reasonable additional instruments and documents as the other Party reasonably requests for the purpose of implementing or effectuating the provisions of this Agreement.

11. **Notices.** All notices, consents, requests, or other communications provided for or permitted to be given hereunder by a Party must be in writing and will be deemed to have been properly given or served upon the personal delivery thereof, via courier delivery service, by hand, or by certified mail, return receipt requested. Such notices shall be addressed or delivered to the Parties at their respective addresses shown below.

If to Owner:

DG New York CS, LLC  
Attn: Distributed Generation Property Tax  
700 Universe Blvd. Mail Stop A1A/JB  
Juno Beach, Florida 33408

Copy to:

Barclay Damon  
Attn: Kevin McAuliffe  
125 E. Jefferson Street  
Syracuse, NY 13202

If to Town:

Town of Avon  
Supervisor's Office  
23 Genesee Street  
Avon, New York 14414

Copy to:

Kruk & Campbell, P.C.  
Attn: James W. Campbell, Jr.  
P.O. Box 30-A  
Lima, NY 14485

Any such addresses for the giving of notices may be changed by either Party by giving written notice as provided above to the other Party. Notice given by counsel to a Party shall be effective as notice from such Party.

12. Applicable Law. This Agreement will be made and interpreted in accordance with the laws of the State of New York. Owner and the Town each consent to the jurisdiction of the New York courts in and for Livingston County in which the Project is located regarding any and all matters, including interpretation or enforcement of this Agreement or any of its provisions. Accordingly, any litigation arising hereunder shall be brought solely in such courts.

13. Termination Rights of the Owner. Owner may terminate this Agreement at any time by providing written Notice to the Town. Upon receipt of the Notice of Termination, the Project shall be placed on the taxable portion of the tax roll effective on the next taxable status date of the Town. Owner shall be liable for all PILOT payments due in the year of termination. . If Owner elects to terminate this Agreement pursuant to this provision, Owner shall not under any circumstances be entitled to any refund or credit associated with the Lump Sum Payment made pursuant to paragraph 2. (b) above.

14. Termination Rights of Town. Notwithstanding anything to the contrary in this Agreement, the Town may terminate this Agreement on thirty (30) days written notice to Owner if:

(a) Owner fails to make timely payments required under this Agreement, unless such payment is received by the Town within the 30-day notice period with interest as stated in this Agreement; or

(b) Owner has filed or has had filed against it, a petition in Bankruptcy, or is otherwise insolvent prior to the payment of the Lump Sum Payment.

15. Remedies: Waiver.

(a) No Remedy Exclusive. No remedy herein conferred upon or reserved to Party is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

(b) **No Waiver.** In the event any provision contained in this Agreement should be breached by any party and thereafter duly waived by the other party so empowered to act, such waiver shall be limited to the particular breach so waived and shall not be deemed to be a waiver of any other breach hereunder. No waiver, amendment, release or modification of this Agreement shall be established by conduct, custom or course of dealing.

16. **Entire Agreement.** The Parties agree that this is the entire, fully integrated Agreement between them with respect to payments in lieu of taxes for the Project.

17. **Amendments.** This Agreement may not be effectively amended, changed, modified, altered or terminated except by an instrument in writing executed by the parties hereto.

18. **No Third-Party Beneficiaries.** The Parties state that there are no third-party beneficiaries to this Agreement.

19. **Severability.** If any article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion so adjudged invalid, illegal or unenforceable shall be deemed separate, distinct and independent and the remainder of this Agreement shall be and remain in full force and effect and shall not be invalidated or rendered illegal or unenforceable or otherwise affected by such holding or adjudication.

20. **Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

(Remainder of page intentionally left blank)




Confidential

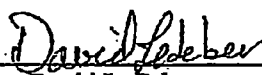
[Signature Page to Payment-in-Lieu-of-Taxes Agreement]

Executed by the undersigned as of the day and year first written above, each of whom represents that it is fully and duly authorized to act on behalf of and bind its principals

**DG NEW YORK CS, LLC**

By:   
Name: Matthew G. Ulman  
Title: Vice President

**TOWN OF AVON**

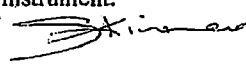
By:   
Name: David Lefebvre  
Title: Town Supervisor

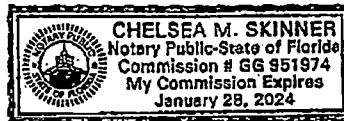
**RICHLAND RESOURCES, LLC**

By: \_\_\_\_\_  
Name:  
Title:

STATE OF Florida )  
COUNTY OF Palm Beach ) SS:

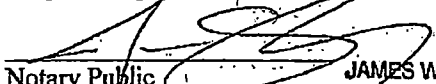
On the 19 day of November 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Matthew G. Ulman, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signatures on the instrument, the individual or the person upon behalf of which the individuals acted, executed the instrument.

  
Notary Public  
My Commission Expires: 1/28/2024



STATE OF NEW YORK )  
COUNTY OF LIVINGSTON ) SS:

On the 23 day of July, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared David LeFeber, 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 signatures on the instrument, the individual or the person upon behalf of which the individuals acted, executed the instrument.

  
Notary Public  
My Commission Expires: \_\_\_\_\_  
JAMES W. CAMPBELL, JR #02CA5007929  
NOTARY PUBLIC, State of New York  
Qualified in Livingston County  
Commission Expires 02/08/2023

STATE OF NEW YORK )  
COUNTY OF LIVINGSTON) SS:

On the \_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Bruce Howlett, 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 signatures on the instrument, the individual or the person upon behalf of which the individuals acted, executed the instrument.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

Confidential

[Signature Page to Payment-in-Lieu-of-Taxes Agreement]

Executed by the undersigned as of the day and year first written above, each of whom represents that it is fully and duly authorized to act on behalf of and bind its principals

DG NEW YORK CS, LLC

By: \_\_\_\_\_  
Name: Matt Ulman  
Title: Vice President Distributed Generation

TOWN OF AVON

By: David Lefebber  
Name: David Lefebber  
Title: Town Supervisor

RICHLAND RESOURCES, LLC

By: Bruce E Howlett  
Name: Bruce E Howlett  
Title: Member

STATE OF New York )  
COUNTY OF Livingston ) SS:

On the 5 day of November, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Bruce E Howlett, 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/she executed the same in his/her capacity, and that by his/her signatures on the instrument, the individual or the person upon behalf of which the individuals acted, executed the instrument.

Melissa M. Vernaccini  
Notary Public  
My Commission Expires: May 24, 2022

STATE OF NEW YORK )  
COUNTY OF LIVINGSTON ) SS:

Melissa M. Vernaccini  
Notary Public, State of New York  
No. 01VE622859  
Qualified in Livingston County  
My Commission Expires 05-24-2022

BSH

Confidential

On the 23 day of July, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared David LeFeber, 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 signatures on the instrument, the individual or the person upon behalf of which the individuals acted, executed the instrument.

  
Notary Public  
My Commission Expires:

JAMES W. CAMPBELL, JR #02CA5007929  
NOTARY PUBLIC, State of New York  
Qualified in Livingston County  
Commission Expires 02/08/2023

STATE OF NEW YORK )  
COUNTY OF LIVINGSTON) SS:

On the 5 day of November, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Bruce Howlett, 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 signatures on the instrument, the individual or the person upon behalf of which the individuals acted, executed the instrument.

  
Notary Public

My Commission Expires: May 24, 2022

Melissa M. Vemacini  
Notary Public, State of New York  
No. 01VE6222659  
Qualified in Livingston County  
My Commission Expires 05-24-2022



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

**RESOLUTION #208 ACCEPT THE MONTHLY REPORTS**

On motion of Deputy Supervisor Mairs, seconded by Councilman Harrington the following resolution was

ADOPTED AYES 5 NAYS 0

RESOLVE to accept the monthly reports for October 2021 from the Town Supervisor and from the Town Clerk as shown below:

Town Clerk's October 2021 Report:

Total Local Shares Remitted:	\$1,052.65
New York State Department of Health	\$ 67.50
NYS Ag. & Markets for spay/neuter program	\$ 45.00
NYS Environmental Conservation	\$1,728.85
TOTAL	\$2,894.00

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

**RESOLUTION #209 ACCEPT THE CLAIMS**

On motion of Councilman Harrington, seconded by Deputy Supervisor Mairs the following resolution was

ADOPTED AYES 5 NAYS 0

RESOLVE to accept for payment Abstract 2021-21 in the following amounts:

<b>General Fund</b>	Amounts totaling \$8,061.69
<b>Highway Fund</b>	Amounts totaling \$26,643.59
<b>Water Fund</b>	Amounts totaling \$1,168.03
<b>Royal Springs Lighting</b>	Amounts totaling \$1,443.90

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

**DISCUSSION - SUPERVISOR DEPARTMENT REPORT**

Royal Springs Development has been awarded access to sewer from the Livingston County Water & Sewer Authority for twenty homes. A rezone would be needed.

Supervisor LeFeber brought the board up to speed regarding the budget.

We did not run the Youth Program this year and there is money available from the trash collection days and garage contractual. We are about \$4,000.00 over on insurance and court revenue was down. On the other side we speculate to save for the open position in court. We had \$350,000 in the budget for the third floor to be used for fund balance from reserves. We are budget neutral. What I do not know about is mortgage tax currently. Statewide sales tax is up. We budgeted \$4,000 and received \$23,000. We have \$80,000.00 to 85,000.00 we can put into the General A fund balance. Big ticket items we may be purchasing include a generator for the Town Hall/Opera Block through piggybacking with another municipality and replacing the fire alarm system.

There was discussion regarding the generator how it is operated and what monies need to be paid that are not included in the bid.

Supervisor LeFeber received a bill from MRB Group regarding the ARP money.

### **OPEN ITEMS**

Councilman Drozdziel reported meeting with structural engineer and interior designer on Monday. An outstanding item is the need to get an estimate for Geotech services.

Supervisor LeFeber stated that we were denied the \$50,000 preservation grant but will be reaching out to Julie Barry as the application process is opening again.

Councilman Drozdziel stated additional information was requested from Court Administration regarding the floor plans.

No changes with SHIPPO.

### **DISCUSSION – VISITOR COMMENTS**

Supervisor LeFeber asked if there were any visitor comments.

Edward Forsythe reported there is an animal carcass at Papermill Park.

On motion of Deputy Supervisor Mairs, seconded by Councilman Harrington the meeting was adjourned at 8:24 P.M.

Respectfully submitted by:

---

Sharon M. Knight, MMC/RMC Town Clerk