

A regular meeting of the Town of Avon was held on Thursday, May 10, 2018 at 6:00 P.M. at the Avon Opera Block/Town Hall, 23 Genesee Street, Avon, New York 14414, with the following members present:

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

OTHERS: Attorney James Campbell, Code Enforcement Officer Brian Glise, MRB Group Engineer David Willard, and Town Clerk Sharon Knight MMC/RMC

GUESTS: Clayton Zuber, Gayla Zuber, David Rasmussen, Tom Guzek, Bruce Howlett, and Sandy Howlett

VISITORS: Janet Manko, Clara Mulligan, Mike Froome, Cindy Kellen, Marla Palmiter, Clara Mulligan, and Judy Falzoi

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

DISCUSSION – VISITORS COMMENTS

Supervisor LeFeber asked for Visitor Comments and they follow:

Visitor Marla Palmiter questioned if the Town Board would be providing water to a home that she rents on South Avon Road. At this time she has no water and they have had ongoing water issues. The property owner, Mr. Bill Lloyd believes this might be a good idea. Currently there is a cistern and the pumps are running.

Supervisor LeFeber stated an investigation would need to be conducted to determine what steps would be needed to provide water. We do have adequate pressure and the water lines were installed in the area as a direct result of the Akzo Salt Mine collapse.

The property is approximately one quarter of a mile from its neighboring property. The line includes the Hanna Farm in the district and a home that is a part of the water district. There is a fire hydrant in the area.

Mike Froome reported the 1st of two meeting sponsored by the Town of York was held Monday night in regards to solar. Three Towns in Livingston County, Mt. Morris, Caledonia and Groveland have adopted laws. Next Monday they are having another meeting regarding solar and agricultural lands. He is planning on going and suggests Town Board Members attend.

Cindy Kellen asked if Mr. Jenkins requests to come back would it be on the agenda. Supervisor LeFeber responded yes; he is waiting for a response from Mr. Jenkins who was asked to contact the DOT.

DISCUSSION – VISITORS COMMENTS-continued

Supervisor LeFeber welcomed Mr. Zuber from the Lutheran Church of Epiphany in East Avon.

Mr. Zuber stated he attended the Planning Board meeting last week in regards to rezoning property. The church owns a house at 1824 Bronson Hill Road, which was built in 1990. Right now there are tenants in the house but the church would like to sell the property. The house would need to be subdivided from the church property but it is zoned B-1. The Planning Board stated that the church would need to come before the Town Board and ask that it be rezoned agricultural. Normally you would need 3 acres to subdivide but we would like to only add 1 acre to the house.

Attorney Campbell stated that residential use is not a permitted use in a B-1 district. Homes are not allowed in a B-1. The home has been used for a residence for many years. We need to look at potential rezoning and changing the boundaries of the agricultural district in that immediate area. You would need to change the complete property from B1 to Agricultural.

You would need to get an Area variance with the Zoning Board of Appeals after the rezoning took place. Then the Planning Board would need to approve the subdivision.

The Attorney would then need to write the local law, provide it to the Town Board, then after 10 days a public hearing would need to be held, and he would need to share it with the County Planning Board for review.

Attorney Campbell disclosed that his office has represented The Lutheran Church of the Epiphany in the past.

The zoning map shows the property has B1 and Ag zoning and it goes right down the center and this would clean the zoning up. The Board conceptually seems to agree.

RESOLUTION #96 AUTHORIZE ATTORNEY CAMPBELL AND KIM MCDOWELL TO ADDRESS A ZONING CHANGE/AREA VARIANCE/SUBDIVISION REQUEST

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

ADOPTED AYES 5 NAYS 0

RESOLVE to request Attorney Campbell initiate the process to address the request from Clayton Zuber, Pastor of the Lutheran Church of the Epiphany to change the zoning of a parcel known as 35.-1-25 from B1 to Agricultural.

RESOLUTION #96 AUTHORIZE ATTORNEY CAMPBELL AND KIM MCDOWELL TO ADDRESS A ZONING CHANGE/AREA VARIANCE/SUBDIVISION REQUEST-continued

FURTHER RESOLVE to request Planning and Zoning Board of Appeals Clerk Kim McDowell contact her Boards through email to seek their conceptual approval to issue both an area variance and approval of a subdivision of the church (three and one-half acres) and residence (one acre).

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

DISCUSSION – SOLAR LAW

Supervisor LeFeber welcomed Bruce Howlett, Attorney Dave Rasmussen and Tom Guzek, to discuss the proposed solar law in Avon.

Mr. Howlett inquired as to what is causing the slow decision making on the part of the Town Board. He would like to know if there is anything that can be done to get the process going.

Tom Guzek addressed the Board and those in attendance. He spoke of the benefits of solar for the Town.

The State government would like to get 50% of their energy from renewable sources by the year 2030. The community solar platform is a key area to get to that number.

When looking for community solar it is crucial to get property that offers the ability to make an inner-connection with the utility at a cost that will allow the project to work.

The East Kola substation has been upgraded for the distribution of energy and we have been working with Nationalgrid to build out the maximum amount of solar that can be put on that substation. It will take 19 megawatts to fill the substation.

Renderings of the solar field were shared with the Board. It will be approximately 40 acres. This is not quality agricultural land. Farming needs to remain profitable and the opportunity is limited.

This would be a single axis tracker solar and the first in New York State. The panels will move with the sun. In between the panels flowers and other types of plants would be planted. The land can be converted back to farm land once the solar field is decommissioned.

Community solar is engagement of the community, improving the environment and cost savings to the Town.

DISCUSSION – SOLAR LAW-continued

Is there any other potential solar development for the Town of Avon? This project would take up the solar development. The project can handle 25% of the homes and it will be delivered through the grid.

It is the understanding that investment tax credit drives the solar projects. Looking out for the future there needs to be a surety Bond – and decommissioning money behind it for the landowner and municipality. The surety bond could go belly-up so an annual renewal is recommended.

Our model law has language to address the decommissioning and includes language for mitigation.

Does the public service commission determine the rate or can you sell the power for less than Nationalgrid? It can be sold at any price as long as the investment can be recouped.

The Public Commission has stated that the utility has to pay us a certain amount of credit for the energy on the system. With community solar you would expect to pay less for energy. There will be long term cost savings on the delivery of electric.

Nationalgrid has asked that we change from 5 to 4.5 megawatts. The substation upgrade is going to give up 5million kilowatt hours a year and included 689 homes.

Zone A covers from the PA boarder to Lake Erie to Canada and over to west of Rochester, down the 390 corridor to PA boarder. We will be building over 150 megawatts of energy in that area. Anyone who lives in this area will be able to purchase energy.

Judy shared her concerns of the risks to the taxpayers.

There was discussion regarding prime soils and how to protect them.

Supervisor LeFeber stated that he has received inquiries regarding solar on some of his property and he is not interested.

The new model solar law and NYSERTA include new language regarding soil. Prime agricultural land is protected but the details are not known.

There continues to be policy decisions that need to be made. Supervisor LeFeber suggested a work session be schedule.

RESOLUTION #97 SCHEDULE A SPECIAL WORKSHOP FOR SOLAR DISCUSSION ON LOCAL LAW T-2A-2018

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

ADOPTED AYES 5 NAYS 0

RESOLVE to request Town Clerk Sharon Knight to prepare a Town of Avon Legal Notice scheduling a Board workshop to discuss solar and draft local law T-2A-2018 on Wednesday the 23rd of May at 4:30 at the Avon Town Hall/Opera Block, 23 Genesee Street, Avon, New York.

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

DISCUSSION – SOLAR LAW-continued

Visitor Judy Falzoi requested the notification be put in the Penny Saver. Lance will be in attendance at the meeting as requested by the Town Board.

There was further discussion regarding the time line of adopting a solar law.

RESOLUTION #98 APPROVAL OF MINUTES

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

ADOPTED AYES 5 NAYS 0

RESOLVE to approve the minutes of April 26, 2018, as presented by e-mail and to request they be published on Town of Avon website at townofavon-ny.org.

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

DISCUSSION - ATTORNEY REPORT

Attorney Campbell reported that he is continuing to work on the Bruckel Drive dedication.

DISCUSSION – HIGHWAY/WATER DEPARMENTS

Supervisor LeFeber reported that the water bills are out. The altitude valve was changed and had complications. DP Tool – Pete Phillips assisted on getting the valve back into place as there was an issue with the new valve. The normally scheduled work in the water and highway departments has been conducted.

DISUCSSION – ENGINEER REPORT

MRB Group Engineer David Willard reported on the following:

I contacted Matt from Genesee Fingerlakes regarding the DPW solar project. He estimates that the grant will be available sometime in late May as it generally takes two months for the application to go through and it was submitted in March.

I also spoke with Clara Mulligan and she said once the application is accepted she will let us know. At this time a pre-construction meeting should be scheduled so we can get started in June.

DISCUSSION – TOWN CLERK REPORT

Town Clerk Knight reported on the following:

- Communications were received and forwarded to the Town Board via email:

Update from Congressman Chris Collins
Livingston County Planning Board/Dave Zorn – SolSmart Program
Livingston County Planning Board Preliminary Agenda – 5/10/2018

Letters will go out inviting The Avon Livingston County Youth Board and Board of Supervisors, Teen Recognition Award Winners to the June 14th Town Board meeting. We will also invite the Livingston County Office for the Aging Town of Avon 2018 Senior Citizen of the Year and the Avon Chamber of Commerce Citizens of the Year.

The NYS Retirement System requires that elected officials report their work hours to the State of New York every 4 years. Town Justice Michalski is due to report this year and had to keep a calendar of her time for the past 3 months.

RESOLUTION #99 STANDARD WORK DAY AND REPORTING JUSTICE MICHALSKI

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

ADOPTED AYES 5 NAYS 0

Be it resolved, that the Town of Avon/location Code 30059 hereby establishes the following standard work days for these titles and will report the officials to the New York State and Local Retirement System based on their record of activities as follows:

RESOLUTION #99 STANDARD WORK DAY AND REPORTING JUSTICE
MICHALSKI-continued

BE IT RESOLVED, that the Town of Avon / 30059 hereby establishes the following standard work days for these titles and
(Name of Employer) (Location Code)
 will report the officials to the New York State and Local Retirement System based on their record of activities:

Title	Standard Work Day (Hrs/day) Min. 6 hrs Max. 8 hrs	Name (First and Last)	Social Security Number (Last 4 digits)	Registration Number	Tier 1 (Check only if member is in Tier 1)	Current Term Begin & End Dates (mm/dd/yy-mm/dd/yy)	Record of Activities Result*	Not Submitted (Check only if official did not submit their Record of Activities)
Elected Officials								
Town Justice	6	Jeannie Michalski			<input type="checkbox"/>	01/01/2018-12/31/21	2.3	<input type="checkbox"/>
Appointed Officials								
					<input type="checkbox"/>			<input type="checkbox"/>
					<input type="checkbox"/>			<input type="checkbox"/>
					<input type="checkbox"/>			<input type="checkbox"/>

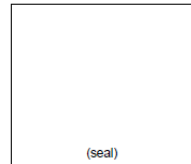
SEE INSTRUCTIONS FOR COMPLETING FORM ON REVERSE SIDE

I, Sharon M. Knight, MMC/RMC, secretary/clerk of the governing board of the Town of Avon, of the State of New York,
(Name of secretary or clerk) (Circle one) (Name of Employer)
 do hereby certify that I have compared the foregoing with the original resolution passed by such board at a legally convened meeting held on the 10th day of
May, 20 18, on file as part of the minutes of such meeting, and that same is a true copy thereof and the whole of such original.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Avon on this day
 of , 20 .
(Signature of the secretary or clerk) (Name of Employer)

Affidavit of Posting: I, Sharon M. Knight, MMC/RMC, being duly sworn, deposes and says that the posting of the
(Name of secretary or clerk)
 Resolution began on 05/10/2018 and continued for at least 30 days. That the Resolution was available to the public on the
(Date)

- Employer's website at Avon-NY.org
- Official sign board at 23 Genesee Street, Avon, NY 14414
- Main entrance secretary or clerk's office at 23 Genesee Street, Avon, New York 14414



Page 1 of 1 (for additional rows, attach a RS2417-B form).

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

DISCUSSION – TOWN CLERK REPORT-continued

We will be going online with electronic death certificates soon.

There is an error in the Livingston County Business Directory with the Town of Avon's information.

DISCUSSION – CODE DEPARTMENT

Code Enforcement Officer (CEO) Glise provided the following report:

- ZBA- Pro Mech is applying for a variance for CDL classes
- Travel Plaza wants a 100 foot sign
- Planning - two subdivisions
- Code – permit applications are coming in
- Code- Kim is awesome.

DISCUSSION – CODE DEPARTMENT-continued

I received a permit from the DEC for a quarry on Oak Openings. We received a phone call from one of the neighbors stated that digging has started. It is the quarry before North Avon Road. Nothing has gone through the town to reopen the quarry and we do not know of the extent of the use.

Hanson has stated that they sold the plant and they do not know what is happening.

The sprinklers were inspected in the Opera Block Building.

RESOLUTION #100 PAYMENT OF BILLS

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

ADOPTED AYES 5 NAYS 0

RESOLVE to accept for payment Abstract 2018-09 in the following amounts:

Concerning ABSTRACT of Claims Number 2018-09 including claims as follows:

General Fund	Voucher #183 through #209 in amounts totaling \$7,986.74
Highway Fund	Voucher #64 through #72 in amounts totaling \$69,296.69
Water Fund	Voucher #235 through #241 in amounts totaling \$3,009.99
Cemetery Fund	No Voucher
Opera Block Capital Improvement	No Voucher
Royal Springs Lighting	No Voucher
Cross Roads Drainage District	No Voucher
Bruckel Drainage District	No Voucher
Royal Springs Drainage	No Voucher
Town Of Avon Fire Protection	No Voucher
Rte. 39 Water SW2	No Voucher

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

RESOLUTION #101 RECEIVED MONTHLY REPORTS FROM THE TOWN CLERK AND SUPERVISOR

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

ADOPTED AYES 5 NAYS 0

RESOLVE to accept the monthly reports for April 2018 from the Town Supervisor and from the Town Clerk as shown below:

RESOLUTION #101 RECEIVED MONTHLY REPORTS FROM THE TOWN CLERK AND SUPERVISOR-continued

Town Clerk's April 2018 Report:

Total Local Shares Remitted:	\$1,508.52
New York State Department of Health	\$67.50
NYS Ag. & Markets for spay/neuter program	\$67.00
NYS Environmental Conservation	\$299.51
TOTAL	\$1,942.53

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

RESOLUTION #102 SURPLUS TWO V PLOWS AND AUTHORIZE THE HIGHWAY SUPERINTENDENT TO SELL

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

RESOLVE to surplus two V plows and approve the Highway Superintendent Crye to receive payment and then allow for pick-up.

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

DISCUSSION – PURCHASE CAMERAS, LIGHTS, AND COMMERCIAL FIRE ALARM SYSTEM

Councilman Drozdziel reported on process used to provide services for three items (camera, lights, and commercial fire alarm system). A streamline process is needed and would include developing a proposed scope of work and offer a pre-bid meeting then evaluate the proposals.

If all three of the items are purchased together a discount will be provided in the amount of \$250.00 per proposal.

It's expected Councilman Drozdziel will have a recommendation for the Board at the next meeting.

DISCUSSION – INSURANCE CLAIM FOR THE SALT BARN COVER

Supervisor LeFeber recommended approval of purchasing a new cover for our salt barn. Wind damage occurred to one of the sides of the cover and \$9,600.00 will be provided for replacement by the insurance company. There is a \$1,000.00 deductible and the cost for a complete replacement is \$21,000.00. Replacement of the cover has been allocated in our CIP Plan. The Board took the following action.

RESOLUTION #103 AUTHORIZE THE HIGHWAY SUPERINTENDNET TO EXPEND \$21,000.00 TO PURCHASE A SALT BARN COVER

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

ADOPTED AYES 5 NAYS 0

RESOLVE to authorize the Highway Superintendent to expend \$21,000.00 to purchase a salt cover.

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

RESOLUTION #104 AUTHORIZE THE SUPERVISOR TO SIGN A CONTRACT WITH VISION TECHNOLOGIES, INC. FOR PHONES AND MAINTENANCE

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

ADOPTED AYES 5 NAYS 0

RESOLVE to authorize the Supervisor to sign the following contract with Vision Technologies, Inc. as follows:



FINANCIAL SERVICES

To facilitate the proper billing and crediting of your account, please complete this form and return it with the signed documents. Thank you.

BILLING INFORMATION REQUEST	
Lease Number:	1526544
Customer Legal Name:	AVON TOWN OF
Billing Address:	23 Genesee St. <small>Street Address</small> Avon, NY 14414 <small>City, State, ZIP</small>
Purchase Order #(if applicable):	
Attention:	Kim McDowell
Individual who will process payments	<small>First Name MI Last Name</small>
Contact Email Address:	Kmcdowell@avon-ny.org
Telephone Number:	585-226-2425 Ext. 19
Individual who will process payments	<small>(Area Code)</small>
Equipment Location(s):	1. _____ <small>Street Address</small> _____ <small>City, State, ZIP</small>
If different from Billing Address	2. _____ <small>Street Address</small> _____ <small>City, State, ZIP</small>
Are you sales/rental tax exempt?	<input checked="" type="checkbox"/> Yes -- Tax exemption certificate attached. <input type="checkbox"/> No
INVOICE PREFERENCE - PLEASE SELECT ONE OPTION	
Please select your Invoicing Preference below. If no selection is made, you will receive your invoice via standard U.S. Mail to the billing address provided.	
<input checked="" type="checkbox"/>	Please sign me up for Electronic Invoicing - I would like to receive my invoice electronically at the email address provided above.
OR	
<input type="checkbox"/>	Please send my invoice via standard mail - I would like to receive my invoice via U.S. Mail to the billing address provided above.
If you would like your payments automatically debited from your bank account each billing period, please complete and return the separate Electronic Debit Form included in this document package. You will still receive an invoice containing the billing detail (either via email or standard mail, dependent upon your selected preference).	
Special Instructions:	
	5/14/18
Customer Signature	Date
David LeFever, TOWN SUPERVISOR	
Type/Print Name & Title	

1. (Continued) Your first Lease Payment is due 30 days after commencement of this Lease, unless payment in advance is indicated in Additional Provisions above, and your remaining Lease Payments shall be due on the same day of each subsequent month (or such other time period stated on Page 1 of this Lease) designated by us. You will make all payments required under this Lease to us at such address as we may specify in writing. You authorize us to adjust the Lease Payment if the Total Cash Price (which is all amounts we have paid in connection with the purchase, delivery and installation of the Equipment, including any upgrade and buyout amounts) differs from the estimated Total Cash Price specified by you (or on your behalf by the Supplier) in the credit application submitted to us. However, if the Total Cash Price exceeds the amount approved by us, we will not be obligated to purchase or lease the Equipment. If any Lease Payment or other amount payable to us is not paid within 10 days of its due date, you will pay us a late charge equal to the greater of (i) 5% of each late payment or (ii) \$5.00 for each late payment (or such lesser amount as the maximum amount allowable under applicable law).

2. **FUNDING INTENT.** You reasonably believe that funds can be obtained sufficient to make all Lease Payments and other payments during the term of this Lease. You agree that your chief executive or administrative officer (or your administrative office that has the responsibility of preparing the budget submitted to your governing body, as applicable) will provide for funding for such payments in your annual budget request submitted to your governing body. If your governing body chooses not to appropriate funds for such payments, you agree that your governing body will evidence such nonappropriation by omitting funds for such payments due during the applicable fiscal period from the budget that it adopts. You and we agree that your obligation to make Lease Payments under this Lease will be your current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. Nothing contained in this Lease will be interpreted as a pledge of your general tax revenues, funds or monies.

3. **NONAPPROPRIATION OF FUNDS.** If (a) sufficient funds are not appropriated and budgeted by your governing body in any fiscal period for Lease Payments or other payments due under this Lease, and (b) you have exhausted all funds legally available for such payments, then you agree that you will give us at least 30 days written notice of such Non-Appropriation and provide us with evidence from your governing body of such Non-Appropriation. After receipt of such notice and this Lease will terminate as of the last day of your fiscal period for which funds for Lease Payments are available. Such termination is without any expense or penalty, except for the portions of the Lease Payments and those expenses associated with your return of the Equipment in accordance with this Lease for which funds have been budgeted and appropriated or are otherwise legally available. You agree that, to the extent permitted by law, (a) you will not terminate this Lease if any funds are appropriated by you or to you for the acquisition or use of equipment or services performing functions similar to the Equipment during your fiscal period in which such termination would occur and (b) you will not spend or commit funds for the acquisition or use of equipment or services performing functions similar to the Equipment until the fiscal period following the fiscal period for which funds were first not available for the Lease Payments.

4. **NO WARRANTIES.** We are leasing the Equipment to you "AS-IS." YOU ACKNOWLEDGE THAT WE DO NOT MANUFACTURE THE EQUIPMENT, WE DO NOT REPRESENT THE MANUFACTURER OR THE SUPPLIER, AND YOU HAVE SELECTED THE EQUIPMENT AND THE SUPPLIER BASED UPON YOUR OWN JUDGMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. YOU AGREE THAT REGARDLESS OF CAUSE, WE ARE NOT RESPONSIBLE FOR AND YOU WILL NOT ASSERT ANY CLAIM AGAINST US FOR ANY DAMAGES, WHETHER CONSEQUENTIAL, DIRECT, SPECIAL, OR INDIRECT. YOU AGREE THAT NEITHER THE SUPPLIER NOR ANY SALESPERSON, EMPLOYEE OR AGENT OF THE SUPPLIER IS OUR AGENT OR HAS ANY AUTHORITY TO SPEAK FOR US OR TO BIND US IN ANY WAY. We transfer to you for the term of this Lease any warranties made by the manufacturer or the Supplier under a Supply Contract.

5. **EQUIPMENT LOCATION, USE AND REPAIR; RETURN.** You will keep and use the Equipment only at the Equipment Location shown on Page 1 of this Lease. You may not move the Equipment without our prior written consent. At your own cost and expense, you will keep the Equipment eligible for any manufacturer's certification, in compliance with all applicable laws and in good repair, condition and working order, except for ordinary wear and tear. You will not make any alterations, additions or replacements to the Equipment without our prior written consent. All alterations, additions and replacements will become part of the Equipment and our property at no cost or expense to us. We may inspect the Equipment at any reasonable time. Unless the Lease is renewed or you purchase the Equipment in accordance with this Lease, at the end of this Lease you will immediately deliver the Equipment to us in as good condition as when you received it, except for ordinary wear and tear, to any place in the United States that we tell you. You will pay all expenses of deinstalling, crating and shipping, and you will insure the Equipment for its full replacement value during shipping.

6. **TAXES AND FEES.** You will pay when due, either directly or to us upon our demand, all taxes, fines and penalties relating to this Lease or the Equipment that are now or in the future assessed or levied by any state, local or other government authority. We will file all personal property, use or other tax returns (unless we notify you otherwise in writing) and you agree to pay us a fee for making such filings. We do not have to contest any taxes, fines or penalties. You will pay estimated property taxes with each Lease Payment or annually, as invoiced.

7. **LOSS OR DAMAGE.** As between you and us, you are responsible for any loss, theft or destruction of, or damage to, the Equipment (collectively "Loss") from any cause at all, whether or not insured, until it is delivered to us at the end of this Lease. You are required to make all Lease Payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, at our option, you will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay us the amounts specified in Section 11(b) below.

8. **INSURANCE.** You will provide and maintain at your expense (a) property insurance against the loss, theft or destruction of, or damage to, the Equipment for its full replacement value, naming us as loss payee, and (b) public liability and third party property insurance, naming us as an additional insured. If you so request and if we give our prior written consent, in lieu of maintaining the insurance described in the preceding sentence, you may self insure against such risks, provided that our interests are protected to the same extent as if the insurance required in clauses (a) and (b) above had been obtained by third party insurance carriers and provided further that such self insurance program is consistent with prudent business practices with respect to insuring such risk. You will give us certificates of other evidence of such insurance on the commencement date of the Lease, and at such times as we request. Such insurance obtained will be in a form, amount and with companies acceptable to us, and will provide that we will be given 30 days' advance notice of any cancellation or material change of such insurance.

9. **TITLE; RECORDING.** Unless you have been granted a \$1.00 purchase option, we are the owner of and will hold title to the Equipment. You will keep the Equipment free of all liens and encumbrances. You agree that if you have not been granted a \$1.00 purchase option, this transaction is a true lease. You hereby authorize us or our agent to file a financing statement to give public notice of our ownership of the Equipment and other property (including without limitation, our interests in all software). However, if this transaction is deemed to be a lease intended for security, you grant us a security interest in the Equipment (including any replacements, substitutions, additions, attachments, receivables and proceeds) and authorize us or our agent to file a financing statement or any other documents we deem necessary to perfect or protect our interest in the Equipment and other property.

10. **DEFAULT.** Each of the following is a "Default" under this Lease: (a) you fail to pay any Lease Payment or any other payment within 10 days of its due date, (b) you do not perform any of your other obligations under this Lease or in any other agreement with us or with any of our affiliates and this failure continues for 10 days after we have notified you of it, (c) you become insolvent, you dissolve or are dissolved, or you assign your assets for the benefit of your creditors, or enter (voluntarily or involuntarily) any bankruptcy or reorganization proceeding, or (d) any representation or warranty made by you hereunder or in any instrument provided to us by you proves to be incorrect in any material respect when made.

11. **REMEDIES.** If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate this Lease or any or all other agreements that we have entered into with you or withdraw any offer of credit, (b) we may require you to immediately pay us, as compensation for loss of our bargain and not as a penalty, a sum equal to (i) the present value of all unpaid Lease Payments for the remainder of the term plus the present value of our anticipated residual interest in the Equipment, each discounted at 5% per year, compounded monthly, plus (ii) all other amounts due to or that become due under this Lease, (c) we may require you to deliver the Equipment to us as set forth in Section 5, (d) we or our agent may peacefully repossess the Equipment without court order and you will not make any claims against us for damages or trespass or any other reason; (e) we may obtain a refund from the Supplier for any prepaid maintenance or services and apply it to any amounts that you owe us, and (f) we may exercise any other right or remedy available at law or in equity. You agree to pay all of our costs of enforcing our rights against you, including reasonable attorneys' fees. If we take possession of the Equipment, we may sell or otherwise dispose of it with or without notice, at a public or private sale, and apply the net proceeds (after we have deducted all costs related to the sale or disposition of the Equipment) to the amounts that you owe us. You agree that if notice of sale is required by law to be given, 10 days' notice will constitute reasonable notice. You will remain responsible for any amounts that are due after we have applied such net proceeds.

12. **FINANCE LEASE STATUS.** You agree that if Article 2A-Leases of the Uniform Commercial Code applies to this Lease, this Lease will be considered a "finance lease" as that term is defined in Article 2A. By signing this Lease, you agree that either (a) you have reviewed, approved, and received, a copy of the Supply Contract or (b) that we have informed you of the identity of the Supplier, that you may have rights under the Supply Contract, and that you may contact the Supplier for a description of those rights. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A.**

13. **ASSIGNMENT; YOU MAY NOT ASSIGN, SELL, TRANSFER OR SUBLEASE THE EQUIPMENT OR YOUR INTEREST IN THIS LEASE.** We may, without notifying you, sell, assign, or transfer this Lease or our rights in the Equipment. You agree that the new owner will have the same rights and benefits that we have now under this Lease but not our obligations. The rights of the new owner will not be subject to any claim, defense or setoff that you may have against us.

14. **PURCHASE OPTION; AUTOMATIC RENEWAL.** If no Default exists under this Lease, you will have the option at the end of the original or any renewal term to purchase all (but not less than all) of the Equipment at the purchase option price specified on the front of this Lease plus applicable taxes. Unless the \$1.00 purchase option has been granted, you must give us at least 90 days but no more than 180 days written notice before the end of the original or any renewal term that you will purchase the Equipment or that you will deliver the Equipment to us. If you do not give us such written notice or if you do not purchase or deliver the Equipment in accordance with the terms and conditions of this Lease, this Lease will automatically renew for successive three-month terms until you deliver the Equipment to us. During such renewal(s) the Lease Payment will remain the same. We may cancel an automatic renewal term by sending you written notice 10 days' prior to such renewal term. If you have been granted a fair market value purchase option, we will use our reasonable judgment to determine the Equipment's fair market value. If you do not agree with our determination of the Equipment's fair market value, the fair market value (on a retail basis) will be determined at your expense by an independent appraiser selected by us. Upon payment of the fair market value, we will transfer our interest in the Equipment to you "AS-IS, WHERE-IS" without any representation or warranty whatsoever and this Lease will terminate.

15. **INDEMNIFICATION.** With respect to any claims, actions, or suits that are made against us as a result of your actions, inactions, negligence or willful misconduct ("Claims"), to the extent permitted by law, you agree to reimburse us for, and if we request, defend us against, any such Claims.

16. **AUTHORIZATION AND EQUIPMENT USE.** You represent and agree that (a) you are a State or a political subdivision or agency of a State; (b) the entering into and performance of this Lease is authorized under your State laws and constitution and does not violate or contradict any judgment, law, order, or regulation, or cause any default under any agreement to which you are a party; (c) you have complied with all bidding requirements and, where necessary, have properly presented this Lease for approval and adoption as a valid obligation on your part; (d) you have sufficient appropriated funds or other monies available from unexpended and unencumbered appropriations and/or funds within your budget to pay all amounts due under this Lease for your current fiscal period and that such appropriations and/or funds have been designated for the payment of the Lease Payments that may come due under this Lease for your current fiscal period; (e) the use of the Equipment is essential for your proper, efficient and economic operation, you will be the only entity to use the Equipment during the term of this Lease and you will use the Equipment only for your governmental purposes. Upon our request, you agree to provide us with an opinion of counsel as to clauses (a) through (d) above, an incumbency certificate, an essential use letter as to clause (e) above, and any other documents that we request, with all such documents being in a form satisfactory to us.

17. **MISCELLANEOUS.** You agree that the terms and conditions contained in this Lease make up the entire agreement between you and us regarding the lease of the Equipment. This Lease is not binding on us until we sign it. Any change in any of the terms and conditions of this Lease must be in writing and signed by you and us. You agree, however, that we are authorized, without notice to you, to supply missing information or correct obvious errors in this Lease. If we delay or fail to enforce any of our rights under this Lease, we will still be entitled to enforce those rights at a later time. All notices shall be given in writing by the party sending the notice and shall be effective when deposited in the U.S. Mail, addressed to the party receiving the notice at its address shown on Page 1 of this Lease (or to any other address specified by that party in writing) with first class postage prepaid. All of our rights and indemnities collected by applicable law, and any such excess payment will be applied to Lease Payments in inverse order of maturity, and any remaining excess will be refunded to you. If you do not perform any of your obligations under this Lease, we have the right, but not the obligation, to take any action or pay any amounts that we believe are necessary to protect our interests. You agree to reimburse us immediately upon our demand for any such amounts that we pay. Except as provided for in Section 3, you will not terminate, cancel, or request a refund from the Supplier for any prepaid maintenance or services included in this Lease and if you do receive a refund from the Supplier, you will hold those monies in trust for our benefit and not commingle the refund with any of your other funds and you will remit the refund to us upon our request. IF A SIGNED COPY OF THIS LEASE IS DELIVERED TO US BY FACSIMILE TRANSMISSION, IT WILL BE BINDING ON YOU. HOWEVER, WE WILL NOT BE BOUND BY THIS LEASE UNTIL WE ACCEPT IT BY MANUALLY SIGNING IT OR BY PURCHASING THE EQUIPMENT SUBJECT TO THE LEASE, WHICHEVER OCCURS FIRST. YOU WAIVE NOTICE OF OUR ACCEPTANCE AND WAIVE YOUR RIGHT TO RECEIVE A COPY OF THE ACCEPTED LEASE. YOU AGREE THAT, NOTWITHSTANDING ANY RULE OF EVIDENCE TO THE CONTRARY, IN ANY HEARING, TRIAL OR PROCEEDING OF ANY KIND WITH RESPECT TO THIS LEASE, WE MAY PRODUCE A COPY OF THE LEASE TRANSMITTED TO US BY FACSIMILE TRANSMISSION THAT HAS BEEN MANUALLY SIGNED BY US AND SUCH SIGNED COPY SHALL BE DEEMED TO BE THE ORIGINAL OF THIS LEASE. TO THE EXTENT (IF ANY) THAT THIS LEASE CONSTITUTES CHATTEL PAPER UNDER THE UNIFORM COMMERCIAL CODE, NO SECURITY INTEREST IN THIS LEASE MAY BE CREATED THROUGH THE TRANSFER AND POSSESSION OF ANY COPY OR COUNTERPART HEREOF EXCEPT THE COPY WITH OUR ORIGINAL SIGNATURE. IF YOU DELIVER THIS LEASE TO US BY FACSIMILE TRANSMISSION, YOU ACKNOWLEDGE THAT WE ARE RELYING ON YOUR REPRESENTATION THAT THIS LEASE HAS NOT BEEN CHANGED. If more than one Lessee has signed this Lease, each of you agree that your liability is joint and several.



FINANCIAL SERVICES

DELIVERY AND ACCEPTANCE CERTIFICATE

CUSTOMER INFORMATION

Lessee Name
AVON TOWN OF
Billing Street Address/City/State/Zip
23 GENESEE STREET, AVON, NY 14414
Equipment Location Street Address/City/County/State/Zip
23 GENESEE STREET, AVON, LIVINGSTON, NY 14414
Lease #
1526544

By signing below, you, the Lessee, agree:

- A) That all equipment described in the lease identified above ("Equipment") has been delivered, inspected, installed and is unconditionally and irrevocably accepted by you as satisfactory for all purposes of the lease; and
B) That we, the Lessor, CIT BANK, N.A., are authorized to purchase the Equipment and start billing you under the lease. Our address is 10201 Centurion Parkway North, Suite 100, Jacksonville, FL 32256.

YOU AGREE THAT IF A COPY OF THIS DELIVERY AND ACCEPTANCE CERTIFICATE IS SIGNED BY YOU AND IS DELIVERED TO US BY FACSIMILE TRANSMISSION OR OTHERWISE IT WILL BE BINDING ON YOU AND, TO THE EXTENT ANY PROVISIONS ARE MISSING OR ILLEGIBLE OR CHANGED (AND NOT INITIALED BY BOTH YOU AND US), THE TERMS AND CONDITIONS OF OUR FORM AFS-DAC-DS-2011.1 IN USE ON THE DATE WE RECEIVE THE COPY SIGNED BY YOU WILL BE THE TERMS AND CONDITIONS OF THE DELIVERY AND ACCEPTANCE CERTIFICATE. YOU AGREE THAT, NOTWITHSTANDING ANY RULE OF EVIDENCE TO THE CONTRARY, IN ANY HEARING, TRIAL OR PROCEEDING OF ANY KIND WITH RESPECT TO THIS DELIVERY AND ACCEPTANCE CERTIFICATE, WE MAY PRODUCE A COPY OF THE DELIVERY AND ACCEPTANCE CERTIFICATE TRANSMITTED TO US BY FACSIMILE TRANSMISSION AND SUCH SIGNED COPY SHALL BE DEEMED TO BE THE ORIGINAL OF THIS DELIVERY AND ACCEPTANCE CERTIFICATE. IF YOU DELIVER THIS DELIVERY AND ACCEPTANCE CERTIFICATE TO US BY FACSIMILE TRANSMISSION, YOU ACKNOWLEDGE THAT WE ARE RELYING ON YOUR REPRESENTATION THAT THIS DELIVERY AND ACCEPTANCE HAS NOT BEEN CHANGED.

LESSEE: AVON TOWN OF

By: [Signature]
(Authorized Signature)
David LeFeber
(Type/Print Name)
Town Supervisor
(Title)
5/14/18
(Date)

CERTIFICATE OF APPROPRIATIONS
STATE AND LOCAL GOVERNMENT

I, David LeFerber do hereby certify that I am the
(Name)
duly elected or appointed and acting Town Supervisor of
(Title)

AVON TOWN OF ("Lessee"); that I have custody of the financial records and budget information of such entity; that monies for all lease payments to be made under that certain SLG Lease Agreement or SLG Lease Purchase Agreement identified by Lease Number 1526544 between Lessee and CIT Bank, N.A. or one of its affiliates or subsidiaries as lessor ("Agreement"), for the fiscal year ending December 31, 2018, are available from unexhausted and unencumbered appropriations and/or funds within Lessee's budget for such fiscal year; and that appropriations and/or funds have been designated for the payment of those lease payments that may come due under the Agreement in such fiscal year.

IN WITNESS WHEREOF, I have duly executed this Certificate of Appropriations this 14 day of May, 2018.

David LeFerber
Signature

David LeFerber, Town Supervisor
Print Name & Title

The undersigned official of Lessee hereby certifies that the signature set forth above is the true and authentic signature of the individual identified above and that such individual holds the title set forth above.

Kim McDowell
Signature

Kim McDowell, Confidential
Print Name & Title Secretary to Town Supervisor



FINANCIAL SERVICES

To facilitate the proper billing and crediting of your account, please complete this form and return it with the signed documents. Thank you.

BILLING INFORMATION REQUEST	
Lease Number:	1526544
Customer Legal Name:	AVON TOWN OF
Billing Address:	23 Genesee St. Street Address Avon, NY 14414 City, State, ZIP
Purchase Order #(if applicable):	
Attention:	Kim McDowell
Individual who will process payments	First Name MI Last Name
Contact Email Address:	Kmcdowell@avon-ny.org
Telephone Number:	585-226-2425 Ext. 19
Individual who will process payments	(Area Code)
Equipment Location(s): If different from Billing Address	1. Street Address City, State, ZIP 2. Street Address City, State, ZIP
Are you sales/rental tax exempt?	<input checked="" type="checkbox"/> Yes -- Tax exemption certificate attached. <input type="checkbox"/> No
INVOICE PREFERENCE - PLEASE SELECT ONE OPTION	
Please select your Invoicing Preference below. If no selection is made, you will receive your invoice via standard U.S. Mail to the billing address provided.	
<input checked="" type="checkbox"/>	Please sign me up for Electronic Invoicing - I would like to receive my invoice electronically at the email address provided above.
OR	
<input type="checkbox"/>	Please send my invoice via standard mail - I would like to receive my invoice via U.S. Mail to the billing address provided above.
If you would like your payments automatically debited from your bank account each billing period, please complete and return the separate Electronic Debit Form included in this document package. You will still receive an invoice containing the billing detail (either via email or standard mail, dependent upon your selected preference).	
Special Instructions:	
	5/14/18
Customer Signature	Date
David LeFeber, TOWN SUPERVISOR	
Type/Print Name & Title	

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

RESOLUTION #105 AUTHORIZE THE SUPERVISOR TO SIGN A PROPOSAL WITH RAY WAGNER FOR AN AUDIT

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

ADOPTED AYES 5 NAYS 0

RESOLVE to authorize Supervisor LeFeber to sign a proposal with Ray Wagner for an amount of \$10,000.00 to \$12,000.00 with an amount not to exceed \$12,000.00.

RESOLUTION #105 AUTHORIZE THE SUPERVISOR TO SIGN A PROPOSAL WITH RAY WAGNER FOR AN AUDIT-continued

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

DISCUSSION SUPERVISOR REPORT

Supervisor LeFeber reported of a letter from Baldwin Business Services that stated they are changing their focus of services. We are under contract and a new person is going to be running the business. There is a concern of what future services will include.

DISCUSSION – UPGRADES TO THIS COURT/BOARD ROOM

There was discussion on upgrades to the Court/Board room for improved usage. There was discussion on the current usage of the room. Councilman Drozdziel offered to review current usage and meet with furniture and technology experts to provide a recommendation to the Board.

RESOLUTION #106 AUTHORIZE THE SUPERVISOR TO SIGN A CONTRACT WITH LIME ENERGY COMPANY

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

ADOPTED AYES 5 NAYS 0

RESOLVE to authorize Supervisor LeFeber to sign the contact for an energy savings plan for the Town Hall/Opera Block.

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

DISCUSSION SUPERVISOR REPORT- continued

Supervisor LeFeber received an email from the Mayor of the Village of Lima regarding upgrades to their public water distribution system and are looking into funding for help with the capital improvements. He was asking if the Town of Avon has any interest in hooking up to Lima near Jack Quinns. They are served by Hemlock Lake. This would provide emergency backup east of Exit 10 and to the Town line tank. This system has no redundancy. The water there now goes under 390. David Willard and MRB Group had done preliminary work and SEQR work for the Village of Lima.

Councilman Coyne questioned if there is a cost and would we provide the same support to each other.

Attorney Campbell will review the proposal. What constitutes an emergency situation? Will a two way meter be needed? The Village of Lima needs to know if we are on board conceptually so they can apply for the grant.

Supervisor LeFeber stated that Jose is back cleaning the Opera Block Building. He met his helper and they are doing a nice job. His helper may eventually take over all of the cleaning duties.

DISCUSSION – EMPLOYEE MEETING WITH ETHICS COMMITTEE

Deputy Supervisor Mairs reported on the first Ethics Committee and Town Hall/Opera Block employees meeting held on the 8th of May. He stated information was shared on the Town Hall/Opera Block configurations with emphasis on the Court. A recommendation was to have the committee meet annually.

Town Clerk Knight reported there was discussion on being out of date with our Work Place Violence compliance.

Both Councilman Maris and Town Clerk Knight shared the improvements to the work environment and how each department helps each other.

OPEN ITEMS

Councilman Harrington requested that discussion regarding Bruce Howlett's land and that the zoning needs to be changed are put on the next board meeting agenda. He is beyond farming and is running a business. He has changed the scope of his business. Attorney Campbell will look at the code. You need to look at what is the purpose of changing the zoning. Is it because of their agricultural exemption? This would require the assistance of the Assessor. Preexisting non-conforming uses maintain that quality if it's not changed.

VISITOR COMMENTS

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

On motion of Deputy Supervisor Mairs, seconded by Supervisor LeFeber the meeting was adjourned at 8:50 P.M.

Respectfully submitted by:

Sharon M. Knight, MMC/RMC Town Clerk