

A Regular meeting of the Town of Avon was held on Thursday, November 7, 2024 at 6:00 P.M. at the Avon Town Hall, 23 Genesee Street, Avon, New York 14414.

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

OTHERS: Attorney Campbell, Brian Glise Code Enforcement Officer, Dave Willard MRB Group Engineer, Tom Crye, Highway/Water Supervisor and Diana Farrell, Town Clerk

VISITORS: Cindy Kellen, Mike Sharman

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

VISITOR COMMENTS: Supervisor David LeFeber asked if there were any visitor comments and there were none.

RESOLUTION #171 APPROVAL OF MINUTES OF MEETING OF OCTOBER 24, 2024

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 October 24, 2024 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: Supervisor LeFeber – Aye, Deputy Supervisor Mairs – Aye, Councilman Drozdziel – Aye, Councilman Coyne - Aye, Councilman Harrington - Aye

The public hearing on the 2025 Preliminary Budget remains open at this time. Supervisor LeFeber asked if anyone cared to speak about the topic of Public Hearing.

DISCUSSION-ATTORNEY REPORT

Attorney Campbell was present, and report was given:

- Discussed the Proposed Local Law regarding 5695 East Avon-Lima Rd to be re-zoned to PDD. Mike Sharman was present representing the owner.
- The Board agreed to have Attorney Campbell complete a referral to the Livingston County Planning Board for recommendation and also to the Town of Avon Planning Board for their review. The recommendation from both will be received after the new year.
- Storm water improvement to the Solar projects 5&20 is completed and will be operational soon.
- Supervisor LeFeber asked Attorney Campbell to be sure all the Bonds are up to date for the Rochester Street Solar project.

- The only receivable for professional service is associated with the dog incident on Gilbert Mills Road.

DISCUSSION – ENGINEERING REPORT

Dave Willard from MRB was present, and report was given:

- Presented the Engineering Proposal on the Tank Improvements. A lot of discussion occurred about the content of the proposal. After several questions and answers the Board decided to approve the proposal from MRB.
- It's been determined that we need to provide 3-phase power to the Town Line Tank site.



Advancing Communities

November 4, 2024

Robert Hayes, Mayor
Village of Avon
74 Genesee Street
Avon, New York 14414

**Re: Proposal for Professional Services
Joint Town and Village of Avon Comprehensive Water System Project**

Dear Mayor Hayes:

The following is our proposal to provide engineering services for the Water Systems Improvements as outlined in the approved Preliminary Engineering Report (PER), *Joint Town and Village of Avon Comprehensive Water System Project (June 2023)*, which includes improvements to the Town of Avon's (Town) Avon-Lima tank and the Village of Avon's (Village) Reservoir Road tank. These services continue from the prior efforts including the PER that were used to assist with the application for a successful Water Infrastructure Improvement Act (WIIA) grant in the amount of, up to, \$2,820,000.

I. Background

MRB Group was authorized by the Town and Village to prepare a PER to evaluate water system infrastructure in the Town and the Village. This PER updated the *Preliminary Engineering Report for the Joint Town and Village Comprehensive Water System Study (MRB Group, February 2020)* (2020-PER). The Town water system received an EPA Administrative Order for failure to comply with the requirements of the Stage 2 Disinfectants and Disinfection Byproducts Rule by exceeding the maximum contaminant level (MCL) for trihalomethanes (THMs). This proposed project includes THM removal systems for both the Reservoir Road tank and the Avon-Lima tank. These systems are designed to reduce THM levels to help keep the system in compliance with State and Federal requirements.

145 Culver Road, Suite 160, Rochester, NY 14620 • (585) 381-9250

MRBGroup.com



Advancing Communities

From the evaluation in the PER and previous tank inspection reports, the condition of the Reservoir Road and Avon-Lima tank have deficiencies that will need to be addressed for their continued use. The tanks provide system pressure equalization and domestic and fire storage. With the limited redundancy in the system for the tanks, coordination will be required between the Town and the Village to continue to provide reliable system operation when each tank is taken offline for service. This project includes the proposed improvements to address the deficiencies identified for each tank.

The upgrades to the Avon-Lima tank include repairs to the corrosion on the tank and corrections to safety/code compliance issues outlined in the most recent tank inspection report. The last tank inspection for the Reservoir Road tank noted corrosion on the inside and outside of the tank. Blasting and re-coating the tank are proposed under this project. The Reservoir Road tank has a shared inlet and outlet on the inside of the tank. It is proposed under this project that another penetration is made through the floor of the tank to separate the inlet and the outlet, which would improve tank mixing and allow for THM removal as the water flows through tank (compared to periodically by-passing the tank as it does now).

There is an existing concrete valve vault adjacent to the Reservoir Road tank that houses the inlet/outlet piping for the tank, the tank drain line, the tank overflow piping, and several flow control and specialty valves. There is an electronic control valve inside the vault on the inlet side of the tank that the Village operates as an altitude valve to control tank filling and level. The existing electronic control valve fails to fully close. On the outlet side of the tank, there is a pressure reducing valve (PRV) in the vault the Village uses to regulate the pressure in the system when they need to bypass the tank. The existing PRV is no longer operational. The current arrangement of the specialty valves within the existing valve vault raises some safety concerns with the Village operators as they are in a confined space and are difficult to access for maintenance and/or replacement.

As part of this project, it is proposed these existing specialty valves are removed and replaced with new above ground enclosures. It is critical these improvements are made so the Reservoir Road tank can be taken offline while it is rehabilitated.

MRB Group has already completed a design for the valve vault improvements and for the above ground enclosures to house the specialty valves, which was originally a separate project intended for the Reservoir Road Tank. As part of this design, \$61,000 was invoiced to the Village for these design



Advancing Communities

services to date. Since these design services are generally complete (with exception of the electrical design), the fees incorporated herein do not include design service fees for the valve vault improvements. However, these fees will be incorporated into the project budget, so that project can be consolidated into this project to allow grant funds to be disbursed for all the improvements defined in this larger project.

II. Scope of Services and Compensation

MRB Group proposes to provide the scope of services as described below:

- Basic Engineering Services – includes Preliminary Design, Final Design, Bidding and Construction Administration Phase services to be conducted on a lump sum fee basis.
• Construction Observation Services – includes construction observation to be conducted on an hourly, not-to-exceed basis and is estimated at this time.
• Grant Administration Services relating to the current project funding.

The scope of services is described in more detail below:

- A. Survey & Base Mapping. For the Town tank site, subconsultant Costich Engineering and Survey will perform the required topographical survey. At the Village tank site, topographical survey has been completed already, and requires only supplement survey, which will be performed by GPS equipment.
1. Coordinate a design utility stakeout.
2. Set project wide control points.
3. Field survey.

Subtotal of A (Village)..... \$1,300.00 (Lump Sum)

Subtotal of A (Town) \$3,400.00 (Lump Sum)

- B. Preliminary Design Phase
1. Perform a field edit of the topographical survey and develop existing condition base mapping.
2. Develop preliminary design plans, sections, and details based on the improvements identified in the approved PER for review by the Town and Village.



Advancing Communities

3. Review of tank inspection reports and outline all tank rehabilitation items.
4. Complete preliminary tank plan and section drawings to identify the design and construction aspects of the tank rehabilitations.
5. Complete plan annotations depicting the various site improvements.
6. Complete plan and sections depicting the mixing system required for the Village Tank
7. Complete plan and sections depicting the required THM removal systems
8. Combine new Village and Town tank plan and section drawing sheets into the previous plan set that was completed for the Village Valve vault improvement project.
9. Coordinate with THM removal system supplier regarding equipment selections.
10. Coordinate with Electrical Engineer relative to evaluation of existing electrical service and confirmation that the existing Village single phase service will be adequate for the proposed improvements.
11. Coordinate with Mechanical and Electrical Engineer relative to evaluation of electrical service and confirmation that a new electric service will be required for the proposed improvements.
12. Complete a preliminary estimate of probable construction cost.
13. Meet with municipality to review preliminary design drawings.
14. Complete a draft erosion and sediment control plan and storm water pollution prevention plan (SWPPP) and complete the Notice of Intent (NOI) for coverage under the SPDES General Permit, per NYSDEC requirements. Submit draft SWPPP to the municipality for review.
15. Develop preliminary Bidding Documents and technical specifications.
16. Develop preliminary plan construction details.
17. Submit Preliminary Bidding Documents and Contract Drawings to EFC and NYS DOH for review and comment.

Subtotal of B (Village) \$41,200.00 (Lump Sum)

Subtotal of B (Town) \$14,100.00 (Lump Sum)

C. Final Design Phase

1. Meet with the Town and the Village to review design and consider review agency comments (assume total of 1 meeting).
2. Prepare Stormwater Pollution Prevention Plan (SWPPP) report and Notice-of-Intent (NOI).



Advancing Communities

3. Coordinate with equipment vendors, receive final equipment selections, and incorporate them into the technical specifications.
4. Prepare final site, civil, structural, and electrical design drawings/specifications for the following improvements:
 - a. THM removal system and associated mechanicals and appurtenances for the Avon-Lima tank and the Reservoir Road tank.
 - b. Addressing the corrosion and safety/code compliance deficiencies outlined in the most recent tank inspection reports for the Avon-Lima tank and Reservoir Road tank sites.
 - c. Installation of a new pipe through the base of the Reservoir Road tank to separate the inlet and the outlet for the tank.
 - d. Above ground enclosures to house the PRV and control valve including connecting piping, electrical services, controls, and appurtenances at the Reservoir Road tank site.
 - e. Removal and replacement of the existing piping in the valve vault at the Reservoir Road tank site.
5. Provide Contract Documents for public bid of the work utilizing the EJCDC Standard Terms and Conditions and Construction Specifications Institute section format and in compliance with NYSEFC WIIA funding program requirements. Since the overall project cost is anticipated to be greater than \$500,000, the work will be bid as separate contracts for General and Electrical work for any electrical/controls and building structures as required by municipal law. Any minor HVAC or Plumbing improvements are anticipated to be part of a pre-fabricated building design.
6. Submit Contract Documents to the NYS DOH and NYS EFC (per the WIIA Grant Award) for approval. Work with the NYS DOH and NYS EFC to resolve any questions or comments they have regarding the design and provide a resubmittal for final approval. Provide final set for bidding purposes (anticipated to be bid in PDF format).
7. Develop Bidding Schedule for the project and submit to municipality for review.

Subtotal of C (Village) \$55,700.00 (Lump Sum)

Subtotal of C (Town) \$21,100.00 (Lump Sum)



Advancing Communities

D. Bidding Phase

1. Prepare an advertisement for bid to be published by the Town and the Village. Coordinate publication of the bid documents and distribute the documents on behalf of the Town and the Village.
2. Distribution of Plans and contract documents to prospective bidders via an online plan room. A hard copy will be provided to the Town and the Village only.
3. Respond to requests for information (RFI) and clarifications.
4. Issue addendums (if necessary) based on questions and comments received from potential bidders during the bidding process.
5. Attend and chair a pre-bid meeting for potential bidders to answer questions and clarifications to bid documents.
6. Attend the bid opening and review the bids received for completeness and conformance with the bidding requirements.
7. Preparation of the bid tabulation.
8. Perform bid review and provide summary letter to the Town and Village.

Subtotal of D (Village).....\$11,800.00 (Lump Sum)

Subtotal of D (Town).....\$3,500.00 (Lump Sum)

E. Construction Administration Phase (based on an 8-month construction schedule)

1. Provide Construction Administration services including:
 - a. Prepare conformed sets of contract documents for execution by the Town, Village, and Contractor. Conformed sets of contract documents will incorporate all addenda issued during the bidding process and will include required bonds and insurance.
 - b. Prepare Notice of Award and Notice to Proceed.
 - c. Coordinate and chair the pre-construction meeting.
 - d. Coordinate and chair bi-monthly progress meetings (assume total of 16 meetings). Prepare and distribute meeting minutes.
 - e. Review shop drawings and submittals.
 - f. Issue change orders as needed.
 - g. Review and processing of contractor pay applications.
 - h. Provide assistance in obtaining construction closeout documentation.



Advancing Communities

- i. Develop and Distribute Record Drawings.

Subtotal of E, (Village) \$76,500.00 (Lump Sum)

Subtotal of E, (Town) \$26,200.00 (Lump Sum)

F. Construction Observation Phase (based on an 8-month construction schedule)

- 1. Provide on-site Construction Observation including:
 - a. Full-time construction observation.
 - b. Witness testing and disinfection/sampling.
 - c. Review monthly Pay Applications.
 - d. SWPPP inspections (if necessary).
 - e. Final inspection of the completed work.
 - f. Certification of installation report to NYSDOH

Subtotal of F, (Village) \$119,100.00* (Hourly)

Subtotal of F, (Town) \$29,800.00* (Hourly)

** Construction Observation services will be invoiced on an hourly basis based on the applicable Standard Hourly Billing Rate for a Construction Observer. The above estimate is based on an approximate 8-month (34.4 weeks) construction duration, assuming 40 hours of construction observation per week at a standard rate of \$105 per hour plus mileage. The Standard Rate is subject to annual adjustment.*

Mileage for the Construction Observer will be invoiced at the applicable IRS Standard Rate at the time of construction (currently \$0.655 per mile). An allowance for mileage (approximately 200 miles/week) has been incorporated into the estimated fee.

G. Grant Administration:

- 1. Assistance with Grant Administration services relating to the project funding, including administration documents, monthly/quarterly reporting, utilization plans, waiver requests, M/WBE compliance, etc. and other documentation as required.



Advancing Communities

Estimate of Grant Administration (Village)..... \$7,400.00 (Hourly)
Estimate of Grant Administration (Town)..... \$1,800.00 (Hourly)

Summary of Fees (Village):

A. Survey & Base Mapping \$1,300.00
 B. Preliminary Design \$41,200.00
 C. Final Design \$55,700.00
 D. Bidding Phase \$11,800.00
 E. Construction Administration \$76,500.00
 F. Construction Observation \$119,100.00
 G. Grant Administration \$7,400.00

Total Estimated Compensation (Village) \$313,000.00

Summary of Fees (Town):

A. Survey & Base Mapping \$3,400.00
 B. Preliminary Design \$14,100.00
 C. Final Design \$21,100.00
 D. Bidding Phase \$3,500.00
 E. Construction Administration \$26,200.00
 F. Construction Observation \$29,800.00
 G. Grant Administration \$1,800.00

Total Estimated Compensation (Town) \$99,900.00

Total Estimated Compensation (Village & Town) \$412,900.00

The cost figures shown above represent our lump sum amount or hourly amount (Construction Observation and Grant Administration). Any additional work beyond this fee and outside the scope of this proposal would be reviewed with the Client. MRB Group shall submit monthly statements for services rendered during each invoicing period based on the efforts performed during that period. MRB Group Standard Rates are subject to annual adjustment.



Advancing Communities

III. Additional Services

The following items, not included in the above services can be provided on a personnel time-charge basis but would only be performed upon receipt of your authorization.

1. Assistance with compliance with SEQR beyond the previous determination, further environmental review including NEPA, further assistance with archeological investigation review or other environmental hazard assessment or reporting requirements.
2. Geotechnical services or reports needed for design.
3. Additional environmental services or agency approvals including wetland delineation, coordination with SHPO, coordination with Ag & Markets, etc.
4. Inter-municipal agreements and/or negotiations.
5. Public notification and/or public informational meetings or efforts.
6. Additional assistance relating to hazardous material abatement and revisions to the design to accommodate any abatement during construction are also considered Additional Services.
7. Construction Administration beyond the tasks and project duration outlined above.
8. On-site Construction Observation Services above and beyond anticipated efforts as outlined above.
9. Materials coating inspection.
10. Assisting the Owner with startup and training the Owner's staff to operate and maintain equipment and systems; developing procedures for operation, maintenance and recordkeeping for equipment and systems.
11. O&M Manuals beyond those provided by the equipment manufacturers, suppliers, and contractors.
12. Printing of hardcopy sets of reports, plans, specifications, or other large documents. Printing costs will be passed on directly to owner at cost under Additional Services.
13. Any other necessary or requested services that are not included in the Basic Services as defined above.
14. Further financial assistance or documentation required for other funding agencies beyond NYS EFC.
15. Preparation of additional easement documents. It is assumed the Town or Village will coordinate with the property owners for acquisition of any additional easements.
16. Boundary survey.



Advancing Communities

IV. Commencement of Work


Upon receipt of the signed proposal, MRB Group will begin work on the project.

V. Standard Terms and Conditions

It is anticipated that the above proposal will be followed by an Owner-Engineer agreement. The above proposal will be formally agreed to by both parties, entering into an Engineering Agreement between the Owner and Engineer for Professional Services. The agreement will be in EJCDC format (Engineers Joint Contract Documents Committee) and shall preside over this proposal. Terms and Conditions shall be as outlined in the EJCDC Engineering Agreement.

If this proposal is acceptable to you, please sign where indicated and return one copy to our office. Thank you for your continued consideration of our firm. We look forward to working with you on this very important project.

Sincerely,



William Davis
Director of Water Resources Engineering



James J. Oberst, P.E., LEED AP
Executive Vice President/C.O.O.

Proposal Accepted By:		
_____	_____	_____
Signature	Title	Date

Enclosure: SRF Terms and Conditions

https://mrbgroup365.sharepoint.com/sites/Proposals/Shared Documents/New York/Avon, Village of/2024 - Joint Town and Village of Avon Comprehensive Water System Project/Joint Town and Village of Avon Comprehensive Water System Project_Updated Template.docx



**Environmental
Facilities Corporation**

KATHY HOCHUL
Governor

MAUREEN A. COLEMAN
President and CEO

Mandatory State Revolving Fund Terms and Conditions

**For Contracts Funded with the NYS Clean Water State Revolving Fund
or Drinking Water State Revolving Fund**

Identify Contract Type prior to Advertisement for Bid:

- Construction**
 - Treatment Works and Drinking Water Projects**
 - Non-Treatment Works**

 - Non-Construction**
-

Effective October 1, 2023

New York State Environmental Facilities Corporation
625 Broadway, Albany, NY 12207-2997
P: (518) 402-6924
www.efc.ny.gov

Contents

INTRODUCTION..... 4

REQUIRED CONTRACT LANGUAGE..... 4

COMMONLY USED TERMS 4

SECTION 1 FEDERAL ARCHITECTURAL AND ENGINEERING PROCUREMENT REQUIREMENTS 5

SECTION 2 REQUIREMENTS AND PROCEDURES FOR BUSINESS PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR WOMEN AND MINORITY GROUP MEMBERS 5

I. General Provisions..... 5

II. Equal Employment Opportunities (EEO) 6

III. Business Participation Opportunities for MWBEs 7

A. Contract Goals 7

B. MWBE Utilization Plan 8

C. Request for Waiver 8

D. Monthly MWBE Contractor Compliance Report ("Monthly MWBE Report")..... 8

E. Liquidated Damages - MWBE Participation..... 9

SECTION 3 PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN-OWNED BUSINESSES 9

SECTION 4 AMERICAN IRON AND STEEL (AIS) REQUIREMENT 10

SECTION 5 DAVIS-BACON (DB) PREVAILING WAGE REQUIREMENTS 10

SECTION 6 REQUIREMENTS REGARDING SUSPENSION AND DEBARMENT 16

SECTION 7 RESTRICTIONS ON LOBBYING 16

SECTION 8 CONSTRUCTION SIGNS..... 16

ATTACHMENTS (Required Forms)..... 17

Attachment 1 – EFC MWBE Utilization Plan..... 18

Attachment 2 – AIS Contractor’s Certification..... 19

Attachment 3 – Lobbying Certification 20

INTRODUCTION

The terms and conditions below must be incorporated verbatim into contracts receiving SRF financial assistance. Additional information relating to each of the requirements is included in the companion guidance document.

REQUIRED CONTRACT LANGUAGE

COMMONLY USED TERMS

The following commonly used terms are defined herein as follows:

Broker means a firm that does not itself perform, manage or supervise the work of its contract or subcontract in a manner consistent with the normal business practices for contractors or subcontractors in its line of business.

Construction means the process by which a contractor or subcontractor builds, alters, repairs, remodels, improves or demolishes infrastructure.

Contract means an agreement between a Recipient and a Contractor.

Contractor means all bidders, prime contractors, non-construction service providers, and consultants as hereinafter defined, unless specifically referred to otherwise.

Manufacturer means a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.

MBO is designated and employed by the Recipient as a Minority Business or Compliance Officer responsible for MWBE/DBE/SDVOB/EEO reporting and compliance.

Non-Construction Provider means any individual or business enterprise that provides one or more of the following: legal, engineering, financial advisory, technical, or other professional services, supplies, commodities, equipment, materials, or travel.

Recipient means the party, other than EFC, to a grant agreement or a project finance agreement with EFC through which funds for the payment of amounts due thereunder are being paid in whole or in part. Responsible through Project Finance Agreement (PFA) to comply with EFC requirements.

State means the State of New York.

Subcontract means an agreement between a Contractor and a Subcontractor.

Subcontractor means any individual or business enterprise that has an agreement, purchase order, or any other contractual arrangement with a Contractor.

Supplier means a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

Treatment Works is defined in Clean Water Act (CWA) Section 212. This does not include nonpoint source projects as defined in CWA Section 319 and estuary management program projects as defined in CWA Section 320.

SECTION 1 FEDERAL ARCHITECTURAL AND ENGINEERING PROCUREMENT REQUIREMENTS

Any Architectural and Engineering (A/E) services for all CWSRF projects and for DWSRF projects receiving federal grant are required to be procured in compliance with 40 USC 1101 et. seq., and 48 CFR Part 36 Subpart 36.6. The Recipient must certify compliance to receive financing. Disregard this section if it does not apply to this Contract.

SECTION 2 REQUIREMENTS AND PROCEDURES FOR BUSINESS PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR WOMEN AND MINORITY GROUP MEMBERS

The Equal Employment Opportunities requirements of this section apply to all Contracts and Subcontracts, with the exception of: (1) the requirements under Title VII of the Civil Rights Act of 1964 and 41 CFR Part 60-1 Subpart A which apply only to construction Contracts and Subcontracts; and (2) the Federal Affirmative Action Regulations requirements which apply only to construction Contracts and Subcontracts greater than \$10,000.

The Minority- and Women- Owned Business Enterprises ("MWBE") participation requirements of this section apply to the Contracts Meeting Article 15-A Thresholds.

Contracts Meeting Article 15-A Thresholds means Contracts or Subcontracts meeting the thresholds under New York State Executive Law Article 15-A as follows:

- a) Non-Construction Provider Contracts greater than \$25,000;
- b) Non-Construction Provider Contracts that are initially under \$25,000 but subsequent change orders or contract amendments increase the Contract value to above \$25,000;
- c) Construction Contracts greater than \$100,000; and,
- d) Construction Contracts that are initially under \$100,000 but subsequent change orders or contract amendments increase the Contract value to above \$100,000.

Disregard this section if it does not apply to this Contract or Subcontract.

I. General Provisions

A. Contractors and Subcontractors are required to comply with the following provisions:

1. New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 ("MWBE Regulations") for all State Contracts meeting Article 15-A thresholds.
2. Title VI of the Civil Rights Act of 1964 and 40 CFR Part 7 ("Title VI") for any program or activity receiving federal financial assistance, as those terms are defined therein.
3. Title VII of the Civil Rights Act of 1964 and 41 CFR Part 60-1 Subpart A ("Title VII") for construction Contracts related to any government programs providing federal financial assistance, as those terms are defined therein.
4. 41 CFR Part 60-4 ("Federal Affirmative Action Regulations") for federal or federally assisted construction Contracts in excess of \$10,000, as those terms are defined therein.
5. Section 504 of the Rehabilitation Act of 1973 ("Section 504") for any program or activity receiving federal financial assistance, as those terms are defined therein.
6. The Age Discrimination Act of 1975 ("Age Discrimination Act") for any program or activity receiving federal financial assistance, as those terms are defined therein.

7. Section 13 of the Federal Water Pollution Control Act ("Clean Water Act") Amendments of 1972 ("Section 13") for any program or activity receiving federal financial assistance under the Clean Water Act, as those terms are defined therein.
- B. Upon request from the Recipient and/or EFC, Contractor will provide complete responses to inquiries and all MWBE and EEO records available within a reasonable time or as otherwise determined by EFC.
- C. Failure to comply with all of the requirements herein may result in a finding by the Recipient that the Contractor is non-responsive, non-responsible, and/or has breached the Contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to subsection III(E) of this section, or enforcement proceedings as allowed by the Contract.
- D. If any terms or provisions herein conflict with Executive Law Article 15-A, the MWBE Regulations, Title VI, Title VII, or Federal Affirmative Action Regulations, such law and regulations shall supersede these requirements.

II. Equal Employment Opportunities (EEO)

- A. Each Contractor and Subcontractor performing work on the Contract shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
- B. The Contractor shall comply with the provisions of the Human Rights Law (Executive Law Article 15), Title VI, Title VII, the Federal Affirmative Action Regulations, Section 504, Age Discrimination Act, Section 13, and all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and Subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.
- C. Contractors and Subcontractors shall have instituted grievance procedures to assure the prompt and fair resolution of complaints when a violation of Title VI of the Civil Rights Act of 1964 or Title 40 CFR Part 7 is alleged.
- D. Pursuant to 40 CFR § 7.95, the Contractor shall display a copy of the EEO notice at the project site in a visible location. The notice shall accommodate individuals with impaired vision or hearing and should be provided in languages other than English where appropriate. The notice must also identify the employee responsible for its EEO compliance. See guidance document for sample notice.
- E. The Contractor will include the provisions of Subdivisions II(A) and II(C) in every Subcontract in such a manner that the requirements of these subdivisions will be binding upon each Subcontractor as to work in connection with the Contract.
- F. The Contractor and Subcontractor will comply with the requirements of 41 CFR § 60-1.4(b) and (c), and such provisions are hereby incorporated by reference. These provisions require, in part, that the Contractor and Subcontractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor and Subcontractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- G. **For construction contracts in excess of \$10,000**, the Contractor and Subcontractor will comply with the Affirmative Action Regulations and such provisions are hereby incorporated by reference. These provisions require, in part, that the Contractor and Subcontractor place affirmative action goals on Contracts and Subcontracts, as established by the United States Department of Labor. See guidance document for goals.
- H. Pursuant to 41 CFR Section 60-1.7 for federally assisted construction Contracts, Contractor and Subcontractor will annually file an EEO-1 Report with the Joint Reporting Committee for the Office of Federal Contract Compliance Programs (OFCCP) and the Equal Employment Opportunity Commission (EEOC) according to the instructions provided at <https://www.eeoc.gov/employers/eo-1-survey/eo-1-instruction-booklet> , if Contractor or Subcontractor:
1. Is not exempt from compliance pursuant to 41 CFR § 60-1.5;
 2. Has 50 or more employees;
 3. Is a prime Contractor or first tier Subcontractor; or Subcontractor below the first tier which performs construction work at the site of construction; and
 4. Has a Contract, Subcontract, or purchase order amounting to \$50,000 or more.

III. Business Participation Opportunities for MWBEs
Applicable to Contracts Meeting Article 15-A Thresholds

A. Contract Goals

1. **New York State certified MWBE participation goals for this contract are 20%**. For projects funded from the sources listed below, the goals may be achieved through any combination of MBE and/or WBE participation.
 - a. CWSRF, DWSRF & Green Innovation Grant Program (GIGP).
 - b. NYS Water Infrastructure Improvement Act Grants that are also receiving EFC financing.
 - c. NYS Intermunicipal Grants that are also receiving EFC financing.
2. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals established in Section III-A hereof, the Contractor should reference the directory of New York State Certified MWBEs found at <https://ny.newnycontracts.com>.
3. The Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as defined in 5 NYCRR § 140.1, may be applied towards achievement of applicable MWBE participation goals.
 - a. For construction and construction-related services Contracts or Subcontracts, the portion of the Contract or Subcontract with an MWBE serving as a Supplier, and so designated in ESD's Directory, that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60% of the total value of the Contract or Subcontract. The portion of a Contract or Subcontract with an MWBE serving as a Broker, as denoted by NAICS code 425120, that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE.
 - b. For Non-Construction Provider Contracts or Subcontracts, the portion of a Contract or Subcontract with an MWBE serving as a Broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25% of the total value of the contract.
4. Where MWBE Contract Goals have been established herein, pursuant to 5 NYCRR § 142.8, the Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as Subcontractors or Suppliers in the performance of the Contract.

5. In accordance with Section 316-a of Article 15-A and 5 NYCRR § 142.13, the Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of Contract and the Contractor shall be liable to the Recipient for liquidated or other appropriate damages, as set forth herein.
- B. MWBE Utilization Plan
1. The Contractor represents and warrants that Contractor has submitted a completed copy of the MWBE Utilization Plan with all required bid forms to the MBO no later than the execution date of this Contract.
 2. The Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section III-A of this section.
 3. The Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, the Recipient shall be entitled to any remedy provided herein, including but not limited to, a finding that the Contractor is not responsive.
 4. The Contractor must report any changes to the Utilization Plan after Contract award and during the term of the Contract to the MBO. The Contractor shall indicate the changes to the MBO in the Monthly MWBE Contractor Compliance Report immediately following the change. At EFC's discretion, an updated MWBE Utilization Plan form and good faith effort documentation may be required to be submitted. When a Utilization Plan is revised due to execution of a change order, the change order should be submitted to the MBO with the Monthly MWBE Contractor Compliance Report or revised Utilization Plan.
 5. The Contractor shall submit copies of all fully executed Subcontracts, agreements, and purchase orders that are referred to in the MWBE Utilization Plan to the MBO within 30 days of their execution.
- C. Request for Waiver
1. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver to the MBO documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request aligns with the documentation identified on the Request for Waiver form, the MBO shall forward the request to EFC for evaluation, and EFC will issue a written notice of acceptance or denial within twenty (20) days of receipt.
 2. If the MBO, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that the Contractor is failing or refusing to comply with the MWBE Contract Goals and no waiver has been issued in regards to such non-compliance, the Recipient may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.
- D. Monthly MWBE Contractor Compliance Report ("Monthly MWBE Report")
1. The Contractor agrees to submit a report to the MBO by the third business day following the end of each month over the term of this Contract documenting the payments made and the progress towards achievement of the MWBE goals of the Contract. The Monthly MWBE Report must be supplemented with proof of payment by the Contractor to its Subcontractors (e.g., copies of both sides of a cancelled check) and proof that Subcontractors have been paid within 30 days of receipt of payment from the Recipient. The final Monthly MWBE Report must reflect all Utilization Plan revisions and change orders.

E. Liquidated Damages - MWBE Participation

1. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, if it has been determined by the Recipient or EFC that the Contractor has willfully and intentionally failed to comply with the MWBE participation goals, the Contractor shall be obligated to pay to Recipient liquidated damages or other appropriate damages, as specified herein and as determined by the Recipient or EFC.
2. Liquidated damages shall be calculated as an amount not to exceed the difference between:
 - a. All sums identified for payment to MWBEs had the Contractor achieved the approved MWBE participation goals; and,
 - b. All sums actually paid to MWBEs for work performed or materials supplied under this Contract.
3. The Recipient and EFC reserve the right to impose a lesser amount of liquidated damages than the amount calculated above based on the circumstances surrounding the Contractor's non-compliance.
4. In the event a determination has been made by the Recipient or EFC which requires the payment of damages identified herein and such identified sums have not been withheld, Contractor shall pay such damages to the Recipient within sixty (60) days after they are assessed unless prior to the expiration of such sixtieth day the Contractor has filed a complaint with the Empire State Development Corporation – Division of Minority and Women's Business Development ("ESD") pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the damages shall be payable if the Director of ESD renders a decision in favor of the Recipient.

**SECTION 3 PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE
CERTIFIED SERVICE-DISABLED VETERAN-OWNED BUSINESSES**

The requirements of this section apply to all Construction Contracts and Subcontracts

- A. New York State Veterans' Service Law Article 3, and 9 NYCRR Part 252, and/or any other related regulations promulgated thereto, provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses ("SDVOBs"), thereby further integrating such businesses into New York State's economy. New York State recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of EFC Contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Contractors are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as Subcontractors or Suppliers, as protégés, or in other partnering or supporting roles.

- B. Contractor is encouraged to make good faith efforts to promote and assist in the participation of SDVOBs on the Contract for the provision of services and materials. The directory of New York State Certified SDVOBs can be viewed at: <http://ogs.ny.gov/Core/SDVOBA.asp> .
- C. Contractor is encouraged to contact the Office of General Services' Division of Service-Disabled Veteran's Business Development at 518-474-2015 or VeteransDevelopment@ogs.ny.gov to discuss methods of maximizing participation by SDVOBs on the Contract.

SECTION 4 AMERICAN IRON AND STEEL (AIS) REQUIREMENT

The requirements of this section apply to (1) all Construction Contracts and Subcontracts for DWSRF projects and CWSRF Treatment Works projects and (2) all Contracts for the purchase of iron and steel products for a DWSRF project or CWSRF Treatment Works project. Disregard this section if it does not apply to this Contract or Subcontract.

The Contractor shall submit with their bid or proposal documents an executed AIS Contractors Certification on the form attached hereto as [Attachment 2](#) acknowledging to and for the benefit of the Recipient of the Clean Water State Revolving Fund ("CWSRF") or the Drinking Water State Revolving Fund ("DWSRF") financial assistance that the Contractor understands the goods and services under this Agreement are being funded with monies made available by the New York State Environmental Facilities Corporation ("EFC") through the CWSRF or the DWSRF and that such funding is subject to certain statutory restrictions requiring that certain iron and steel products used in the project be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contractor pursuant to this Agreement.

The Contractor hereby represents and warrants that:

- (a) the Contractor has reviewed and understands the American Iron and Steel Requirement,
- (b) all of the iron and steel products covered by the American Iron and Steel Requirement used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and
- (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Recipient.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Recipient to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Recipient resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the EFC or any damages owed to the EFC by the Recipient). While the Contractor has no direct contractual privity with the EFC, as a lender to the Recipient for the funding of this project, the Recipient and the Contractor agree that the EFC is a third-party beneficiary and neither this paragraph, nor any other provision of this Agreement necessary to give this paragraph force or effect, shall be amended or waived without the prior written consent of the EFC.

SECTION 5 DAVIS-BACON (DB) PREVAILING WAGE REQUIREMENTS

The requirements of this section apply to all Construction Contracts and Subcontracts greater than \$2,000 for either DWSRF projects or CWSRF Treatment Works projects. Disregard this section if it does not apply to this Contract or Subcontract.

For Contracts in Excess of \$2,000:

1. Minimum Wages

- (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis–Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein provided that the employer’s payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (1)(ii) of this section) and the Davis–Bacon poster (WH–1321) shall be posted at all times by the Contractor and its Subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. The Davis-Bacon poster (WH-1321) can be found at <https://www.dol.gov/whd/regs/compliance/posters/davis.htm> . Wage determinations may be obtained from the US Department of Labor’s website, <https://beta.sam.gov/> .

- (ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The contracting officer shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
1. The work to be performed by the classification requested is not performed by a classification in the wage determination;
 2. The classification is utilized in the area by the construction industry; and,
 3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.
- (C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.
- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (1) (ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

- (iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
 - (iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program *provided* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis–Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
2. Withholding. The Recipient shall upon its own action or upon written request of the EPA Award Official or an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis–Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any Subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the Contract, the Recipient may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
3. Payrolls and basic records.
- (i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis–Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR § 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis–Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
 - (ii)(A) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Recipient. Such documentation shall be available on request of EFC or EPA. As to each payroll copy received, the Recipient shall provide written confirmation in a form satisfactory to EFC indicating whether or not the project is in compliance with the requirements of 29 CFR § 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/government-contracts/construction/forms> or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all Subcontractors. Contractors and Subcontractors shall

maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Recipient, for transmission to EFC, EPA if requested by EPA, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Contractor to require a Subcontractor to provide addresses and social security numbers to the prime Contractor for its own records, without weekly submission to the Recipient (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or Subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

1. That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;
2. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or Subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The Contractor or Subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Recipient, EFC, EPA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or Subcontractor fails to submit the required records or to make them available, the Recipient, EFC, or EPA may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

4. Apprentices and trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job

site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or Subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5. Compliance with Copeland Act Requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.
6. Subcontracts. The Contractor or Subcontractor shall insert in any Subcontracts the clauses contained in 29 CFR § 5.5(a)(1) through (10) and such other clauses as the Recipient may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier Subcontracts. The prime Contractor shall be responsible for the compliance by any Subcontractor or lower tier subcontractor with all the Contract clauses in 29 CFR § 5.5.
7. Contract Termination: Debarment. A breach of the contract clauses in 29 CFR § 5.5 may be grounds for termination of the Contract, and for debarment as a Contractor and a Subcontractor as provided in 29 CFR § 5.12.
8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by

reference in this Contract.

9. Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its Subcontractors) and the Recipient, the U.S. Department of Labor, or the employees or their representatives.
10. Certification of eligibility.
 - (i) By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government Contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. § 1001.

For Contracts in Excess of \$100,000:

1. Overtime requirements. No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. Withholding for unpaid wages and liquidated damages. The Recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or Subcontractor under any such Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. Subcontracts. The Contractor or Subcontractor shall insert in any Subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier Subcontracts. The prime Contractor shall be responsible for compliance by any Subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.
5. In any Contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR § 5.1, the Contractor or Subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen,

working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the records to be maintained under this paragraph shall be made available by the Contractor or Subcontractor for inspection, copying, or transcription by authorized representatives of the Recipient and the Department of Labor, and the Contractor or Subcontractor will permit such representatives to interview employees during working hours on the job.

SECTION 6 REQUIREMENTS REGARDING SUSPENSION AND DEBARMENT

The requirements of this section apply to all Contracts and Subcontracts.

Contractor and any Subcontractors shall comply with, Subpart C of 2 CFR Part 180 as implemented and supplemented by 2 CFR Part 1532. The Contractor is not a debarred or suspended party under 2 CFR Part 180 or 2 CFR Part 1532, or 29 CFR § 5.12. Neither the Contractor nor any of its Subcontractors have contracted with, or will contract with, any debarred or suspended party under the foregoing regulations.

The Contractor and any Subcontractors have not been debarred from or deemed ineligible for Government Contracts or federally assisted Construction Contracts pursuant to Executive Order 12549.

The Contractor and any Subcontractors have not been deemed ineligible to submit a bid on or be awarded a public contract or subcontract pursuant to Article 8 of the State Labor Law, specifically Labor Law § 220-b. In addition, neither the Contractor nor any Subcontractors have contracted with, or will contract with, any party that has been deemed ineligible to submit a bid on or be awarded a public contract or subcontract under Labor Law § 220-b.

In addition, the Contractor and any Subcontractors have not been deemed ineligible to submit a bid and have not contracted with and will not contract with any party that has been deemed ineligible to submit a bid under Executive Law § 316.

SECTION 7 RESTRICTIONS ON LOBBYING

The requirements of this section apply to all Contracts and Subcontracts greater than \$100,000. Disregard this section if it does not apply to this Contract or Subcontract.

The Contractor and any Subcontractor bidding or proposing a Contract or Subcontract in excess of \$100,000 shall submit with their bid or proposal documents an executed Certification Regarding Lobbying pursuant to 40 CFR Part 34 ("Lobbying Certification") in the form attached hereto as [Attachment 3](#), consistent with the prescribed form provided in Appendix A to 40 CFR Part 34.

SECTION 8 CONSTRUCTION SIGNS

The requirements of this section apply to all EFC projects. Additional signage is required for projects receiving financing from the federal Bipartisan Infrastructure Law (BIL).

If Contractor is expected to provide an EFC Construction Sign, a specification will be included in the enclosed contract documents.

ATTACHMENTS (Required Forms)

Attachment 1 – EFC MWBE Utilization Plan

**Instructions for Contractors & Service Providers:**

Contractors and Service Providers must complete Sections 2 and 3. **Submit the completed, signed (electronic signature box checked and dated) form to the Recipient's Minority Business Officer (MBO) no later than the date of contract execution.** Incomplete forms will be found deficient. If more than 10 subcontractors are used, additional pages for Section 3 can be found on EFC's website.

If the prime contract is being performed by the parties to a Joint Venture, Teaming Agreement, or Mentor-Protégé Agreement that includes a certified MWBE, please contact EFC for assistance.

MWBE firms must be certified by the NYS Empire State Development Corporation (ESD) in order to be counted towards satisfaction of MWBE participation goals. The utilization of certified MWBEs for non-commercially useful functions may not be counted towards utilization of certified MWBEs in the Utilization Plan. Please note whether a firm is serving as a broker or supplier on the contract. A broker is denoted by NAICS code 425120 and is designated as a broker in [ESD's MWBE Directory](#). A supplier is denoted by a NAICS code beginning with 423 or 424, or a NIGP code that does not begin with the number 9 and is designated as a supplier in ESD's MWBE Directory. If a firm is serving as a broker, please additionally provide the percentage of the broker's commission on the contract.

See the [Mandatory Terms and Conditions](#) or consult your designated MBO for further guidance.

Instructions for Minority Business Officers (MBO):

The MBO must complete Section 1. Email the completed, signed (electronic signature box checked and dated) form to your EFC Program Compliance Specialist.

The subject heading of the email to the EFC Program Compliance Specialist should follow the format "UP, Project Number, Contractor." EFC will review the Utilization Plan and email the MBO an acceptance or denial.

**NYS Environmental Facilities Corporation
Minority- & Women- Owned Business Enterprise (MWBE) Utilization Plan**

SECTION 1: MUNICIPAL INFORMATION				
Recipient/Municipality:			County:	
Project No.:	GIGP No.:	Contract ID:	Registration No. (NYC only):	
Minority Business Officer:		Email:	Phone #:	
Address of MBO:				
Electronic Signature of MBO: <input type="checkbox"/> I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and belief.				Date:
SECTION 2: PRIME CONTRACTOR / SERVICE PROVIDER INFORMATION				
Firm Name:			Contract Type: <input type="checkbox"/> Construction <input type="checkbox"/> Other Services	
Prime Firm is Certified as: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> N/A <input type="checkbox"/> Other: If certified, please include Prime information in Section 3. If dual certified, you must select either MBE or WBE.				
Address:		Phone #:	Fed. Employer ID #:	
Description of Work:			Email:	
Award Date:	Start Date:	Completion Date:	MWBE GOAL Total	PROPOSED MWBE Participation
Total Contract Amount: \$ MWBE Eligible Contract Amount: \$ (MWBE Goals are applied to this amount and includes all change orders, amendments, & specialty waivers)			Total: % \$	Total: % \$

**NYS Environmental Facilities Corporation
Minority- & Women- Owned Business Enterprise (MWBE) Utilization Plan**

SECTION 3: MWBE SUBCONTRACTOR INFORMATION			
This Submittal is: <input type="checkbox"/> The First/Original Utilization Plan <input type="checkbox"/> Revised Utilization Plan #:			
NYS Certified M/WBE Subcontractor Info		Contract Amount:	For EFC Use:
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	Start Date:		
Select Only One: <input type="checkbox"/> Broker % ___ <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	Completion Date:		
Full Contract Amount: \$			
Business Name:			
Address:			
Scope of Work:			
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:			
Select Only One: <input type="checkbox"/> Broker % ___ <input type="checkbox"/> Supplier <input type="checkbox"/> N/A			
Full Contract Amount: \$			
Business Name:			
Address:			
Scope of Work:			
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:			
Select Only One: <input type="checkbox"/> Broker % ___ <input type="checkbox"/> Supplier <input type="checkbox"/> N/A			
Full Contract Amount: \$			
Business Name:			
Address:			
Scope of Work:			
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:			
Select Only One: <input type="checkbox"/> Broker % ___ <input type="checkbox"/> Supplier <input type="checkbox"/> N/A			
Full Contract Amount: \$			
Business Name:			
Address:			
Scope of Work:			
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:			
Select Only One: <input type="checkbox"/> Broker % ___ <input type="checkbox"/> Supplier <input type="checkbox"/> N/A			
Full Contract Amount: \$			

**NYS Environmental Facilities Corporation
Minority- & Women-Owned Business Enterprise (MWBE) Utilization Plan**

SECTION 3: M/WBE SUBCONTRACTOR INFORMATION continued			
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	Start Date:		
Select Only One: <input type="checkbox"/> Broker % ___ <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	Completion Date:		
Full Contract Amount: \$			
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	Start Date:		
Select Only One: <input type="checkbox"/> Broker % ___ <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	Completion Date:		
Full Contract Amount: \$			
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	Start Date:		
Select Only One: <input type="checkbox"/> Broker % ___ <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	Completion Date:		
Full Contract Amount: \$			
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	Start Date:		
Select Only One: <input type="checkbox"/> Broker % ___ <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	Completion Date:		
Full Contract Amount: \$			
SIGNATURE			
Electronic Signature of Contractor: <input type="checkbox"/> I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and that all MWBE subcontractors will perform a commercially useful function.			Date:
Name (Please Type):			



AIS CONTRACTOR CERTIFICATION
 FOR CONSTRUCTION CONTRACTS FUNDED THROUGH
 THE NYS CLEAN WATER STATE REVOLVING FUND, OVERFLOW AND STORMWATER GRANTS
 OR
 THE NYS DRINKING WATER STATE REVOLVING FUND VIA THE
 NYS ENVIRONMENTAL FACILITIES CORPORATION

Project Title:

Contractor's Name:

Contract ID:

SRF Project No.:

SRF Recipient Name:

I certify that the iron and steel products permanently incorporated into the public water system or wastewater treatment works project under this construction contract will be and/or have been produced in the United States, in accordance with the requirements of the United States Environmental Protection Agency and 33 U.S.C. § 1388, 42 U.S.C. § 300j-12(a)(4) and any regulations promulgated thereunder. I will develop and maintain necessary documentation to demonstrate that the iron and steel products permanently incorporated into the project were produced in the United States, and make such documentation available to The New York State Environmental Facilities Corporation or their authorized representatives, upon request.

Signature:

Name (print):

Title:

Date:

Attachment 2 – AIS Contractor's Certification

Attachment 3 – Lobbying Certification



New York State Environmental Facilities Corporation
CERTIFICATION REGARDING LOBBYING
FOR
CONTRACTS, GRANTS, LOANS, AND
COOPERATIVE AGREEMENTS
40 CFR Part 34

SRF Project No.: _____
 Recipient: _____
 Project Description: _____

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____
 Name: _____
 Title: _____
 Company Name: _____
 Date: _____
 Contract ID: _____

RESOLUTION #172 TO APPROVE ENGINEERING PROPOSAL FOR THE TOWN PORTION OF THE TANK IMPROVEMENTS

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

RESOLVE to approve the proposal for tank improvements contingent on the Village of Avon approving their portion.

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

DISCUSSION- HIGHWAY/WATER REPORT

Highway/Water Superintendent Crye was present, and report was given:

HIGHWAY:

- Shop Maintenance
- Driveway
- Signs
- Finished up school
- Snow Fence
- Restock

WATER:

- Everyday maintenance & sampling
- Meter Reading
- Changed Meters
- Fixed hydrant on Rte 15

DISCUSSION- CODE ENFORCEMENT REPORT

Code Enforcement Brian Glise was present, and a report was given.

- Planning/Zoning meeting considering auto body Repair Shop application located on Rochester Rd/ Rte 15.
- Approved Garner fencing in East Avon Steele Park
- Continue to work on closing out permits

DISCUSSION: Mike Sharman discussed that the house on 5&20 recently had an offer and nothing in stone, but it’s a good chance that offer maybe accepted. This is the property the Town Board has been asked to rezone.

DISCUSSION – TOWN CLERK REPORT

Diana Farrell was present, and report was given:

- Foot traffic at the Clerk’s office from October 25, 2024 to November 7, 2024 approximately ~ 80.
- Continue to work on dog licenses, notary, DEC sales, marriage licenses.

RESOLUTION #173 ACCEPT THE MONTHLY REPORTS TOWN SUPERVISOR & TOWN CLERK

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 2024 from the Town Supervisor and from the Town Clerk as shown below:

Town Clerk’s October 2024 Report:

Total Local Shares Remitted:	\$ 757.01
New York State Department of Health	\$ 0.00
NYS Ag. & Markets for spay/neuter program	\$ 44.00
NYS Environmental Conservation	\$ 1,010.99
TOTAL	\$ 1,812.00

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

RESOLUTION #174 TO RELEVY THE 2024 UNPAID WATER BILLS ON 2025 TOWN & COUNTY BILLS TO BE ISSUED IN JANUARY

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

RESOLVE to relevy the unpaid water charges to the 2025 tax bills.

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

**RESOLUTION #175 FARMLAND PROTECTION SUPPORT PHILLIPS FAMILY
(LEASED TO HOWLETT FARMS)**

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

RESOLVE to authorize Supervisor LeFeber to sign support letter.

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

Town of Avon

23 Genesee Street
Avon, New York 14414
Phone: (585) 226-2425
Fax: (585) 226-9299
Web Site: www.avon-ny.org

David LeFeber, Supervisor
James Harrington, Councilman
Paul Drozdziel, Councilman
Tami Snyder, Assessor
Thomas Crye, Highway/Water Superintendent

Thomas Mairs, Deputy Supervisor
Malachy Coyne, Councilman
Clara Mulligan, Historian
Brian Glise, Code Enforcement Officer
Diana Farrell, Town Clerk


November 7, 2024

David Behm
Manager, Farmland Protection Program
NYS Dept. of Agriculture and Markets

Dear Mr. Behm;

The Town Board of Avon is pleased to endorse the Phillips (Howlett) Farms application for the New York State Farmland Protection Implementation Grants (FPIG) program. We believe that protecting our most productive soil is an important piece of preserving our community's natural resources and economic land base.

This application and the continued availability of the Farmland Protection program will help support the Town as it seeks to maintain agriculture as an important land use and preserve the rural character of our community, while also allowing farms to expand, adapt, and grow with the changing demands of the time.

Sincerely,

David LeFeber, Supervisor
Town of Avon

"This institution is an equal opportunity provider, and employer. To file a complaint of discrimination, write: USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D. C. 20250-9410, or call (800) 795-3272 (voice) or (202) 720-6302 (TDD)."

RESOLUTION #176 FARMLAND PROTECTION SUPPORT MROCZEK

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

RESOLVE to authorize Supervisor LeFeber to sign support letter.

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

Town of Avon

23 Genesee Street
Avon, New York 14414
Phone: (585) 226-2425
Fax: (585) 226-9299
Web Site: www.avon-ny.org

David LeFeber, Supervisor
James Harrington, Councilman
Paul Drozdziel, Councilman
Tami Snyder, Assessor
Thomas Crye, Highway/Water Superintendent

Thomas Mairs, Deputy Supervisor
Malachy Coyne, Councilman
Clara Mulligan, Historian
Brian Glise, Code Enforcement Officer
Diana Farrell, Town Clerk


November 7, 2024

David Behm
Manager, Farmland Protection Program
NYS Dept. of Agriculture and Markets

Dear Mr. Behm;

The Town Board of Avon is pleased to endorse the Merozek Farms application for the New York State Farmland Protection Implementation Grants (FPIG) program. We believe that protecting our most productive soil is an important piece of preserving our community's natural resources and economic land base.

This application and the continued availability of the Farmland Protection program will help support the Town as it seeks to maintain agriculture as an important land use and preserve the rural character of our community, while also allowing farms to expand, adapt, and grow with the changing demands of the time.

Sincerely,

David LeFeber, Supervisor
Town of Avon

"This Institution is an equal opportunity provider, and employer. To file a complaint of discrimination, write: USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D. C. 20250-9410, or call (800) 795-3272 (voice) or (202) 720-6382 (TDD)."

RESOLUTION #177 RE-APPOINTMENT STEVE CSAPO FOR PLANNING BOARD COMMITTEE MEMBER

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

RESOLVE to Re-appointment of Steve Csapo for Planning Board term to expire December 31, 2031.

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

DISCUSSION: Supervisor LeFeber discussed that a letter was sent to Jeffery Mulligan who is on the Zoning Board. His term will be expiring on December 31, 2024. Also, currently positions are available on the Board of Assessment Review.

RESOLUTION #178 APPROVAL OF 3RD FLOOR BUILDING USE FOR MARCH 25, 2025

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

RESOLVE to approve the Girl Scouts to use the 3rd Floor on March 25, 2025.

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

RESOLUTION #179 ACCEPT THE CLAIMS

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

RESOLVE to accept for payment Abstract 2024-21 in the following amounts:

Concerning ABSTRACT of Claims Number 2024-21 including claims as follows:

General Fund	Amounts totaling \$ 11,307.24
Highway Fund	Amounts totaling \$ 9,484.38
Water Fund	Amounts totaling \$ 3,022.82
Cemetery Fund	Amounts totaling \$ 400.00
Opera Block Capital Improvement	No Voucher
Royal Springs Lighting	Amounts totaling \$ 1,335.79
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: Supervisor LeFeber – Aye, Deputy Supervisor Mairs – Aye, Councilman Drozdziel – Aye, Councilman Coyne - Aye, Councilman Harrington - Aye

DISCUSSION: Supervisor LeFeber stated that Kenny Rowe will be invited to a future meeting to discuss the cemetery. Also Kathy Cole recognition is forthcoming.

Supervisor David LeFeber asked if anyone cared to speak about the Budget.

DISCUSSION: Supervisor LeFeber spoke about the budget having the levy increase at zero. Because of increased assessment the tax rate will go down. Our bookkeeper, who assists in formulating the budget, recommended that we do not reduce the tax rate. They recommend collecting \$36,000 more dollars in the levy. The Town is still well below the tax cap, if we collect this additional money. The Board had much discussion about the 2 options.

RESOLUTION #180 CLOSE PUBLIC HEARING 2025 BUDGET

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

RESOLVE to close the public hearing on the 2025 Final Budget.

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

On a motion, Deputy Supervisor Mairs proposed to collect the additional \$36,000 in the levy. There was not a second to the Motion. Motion failed.

RESOLUTION #181 ADOPT 2025 FINAL BUDGET

On motion of Councilman Harrington, seconded by Councilman Coyne the following resolution to adopt the 2025 Final Budget with no changes to the preliminary budget.

Roll Call Vote: LeFeber Aye, Mairs Aye, Drozdziel Aye, Coyne Aye, Harrington Aye.

Motion Carried.

TOWN BUDGET

Adopted

FOR 2025

TOWN OF AVON
IN
COUNTY OF LIVINGSTON

CERTIFICATION OF TOWN CLERK

I, Diane Farrell, Town Clerk, certify that the following is a true and correct copy of the 2025 budget of the Town of Avon as adopted by the Town Board on the

12th Day of November, 2024.

Signed *Diana Farrell*
Town Clerk

Dated 11/12/24

TOWN OF AVON
LIVINGSTON COUNTY
ADOPTED BUDGET - 2025

	2025	2024	2025	2024	2025	2024	2025	2024	INCREASE (DECREASE)		
										APPROPRIATIONS	REVENUES
A	1,527,975	215,369	330,115	982,491	982,491	0	563,001,934	547,260,594	1.745093	1.795289	(0.05)
B	254,771	124,891	68,009	61,871	61,871	0	315,259,291	308,594,142	0.196254	0.200493	(0.00)
DA	592,231	283,000	109,231	200,000	200,000	0	563,001,934	547,260,594	0.355239	0.365457	(0.01)
DB	317,650	85,000	108,874	123,776	123,776	0	315,259,291	308,594,142	0.392617	0.401096	(0.01)
SF1	925,000	0	0	925,000	925,000	0	403,784,275	388,652,686	2.290827	2.380017	(0.09)
SL	14,000	0	0	14,000	13,500	500	100	100	140.00	135.00	5.00
RS	3,000	0	0	3,000	3,000	0	27,008,200.0	25,646,800	0.00011077	0.000116974	(0.00)
CR	1,000	0	0	1,000	1,000	0	14,990,986.0	13,034,986	0.000066707	0.000076717	(0.00)
BR	500	0	0	500	500	0	6.0	6.0	83.333333	83.333333	0.00
CM	5,344	5,344	0	0	0	0	0.0	0.0	0.00	0.00	0.00
SW1	788,548	524,938	263,610	0	0	0	0.0	0.0	0.00	0.00	0.00
SW2	8,488	0	0	8,488	8,600	(112)	34.0	32.0	249.647059	268.75000	(19.10)
	<u>4,438,507</u>	<u>1,238,542</u>	<u>879,839</u>	<u>2,320,126</u>	<u>2,319,738</u>	<u>388</u>					
Worker's Compensation				35,212	36,202		563,001,934	547,260,594	0.063	0.066	(0.00361)
Total Taxes Applicable to Tax Cap Calculation				1,395,126	1,394,738						

SAMPLE OF TAXES	2025		2024		2025	2024	2025	2024	
	ASSESSED VALUE	2025	2024	2025					2024
INSIDE	545.04	561.18	(16.13)	A	1.7451	1.795	A/B	1.9413	1.996
OUTSIDE	693.44	712.78	(19.34)	DA	0.3552	0.365	DA/DB	0.7479	0.767
FIRE	577.29	599.76	(22.48)	COMP	0.0625	0.066	COMP	0.0625	0.066
					<u>2.1629</u>	<u>2.2269</u>		<u>2.7517</u>	<u>2.8285</u>

TOWN OF AVON
TAX CAP CALCULATION

DESCRIPTION	2024	2025
TAX LEVY FOR PRIOR YEAR	1,354,351.00	1,394,738.00
TAX BASE GROWTH FACTOR	1.0022	1.0042
	<u>1,357,330.57</u>	<u>1,400,595.90</u>
PRIOR YEAR PILOTS	56,046.00	54,512.00
	<u>1,413,376.57</u>	<u>1,455,107.90</u>
ALLOWABLE LEVY GROWTH FACTOR	1.0200	1.0200
	<u>1,441,644.10</u>	<u>1,484,210.06</u>
PROJECTED PILOTS	(54,512.00)	(45,201.00)
AVAILABLE CARRYOVER FROM PRIOR YEAR	22,794.15	10,188.25
RETIREMENT		597.00
	<u>1,409,926.25</u>	<u>1,449,794.31</u>
Taxes	<u>1,394,738.00</u>	<u>1,395,126.00</u>
Under/(Over) Tax Cap	<u>15,188.25</u>	<u>54,668.31</u>

TOWN OF AVON
GENERAL FUND TOWNWIDE

	2022	2023	2024	2025	2025	2025
	ACTUAL	ACTUAL	BUDGET	TENTATIVE	PRELIMINARY	ADOPTED
REVENUES:						
A1001 PROPERTY TAXES	538,086.00	721,694.00	982,491.00	982,491.00	982,491.00	982,491.00
A1081 RR PYMT IN LIEU OF TAXES	52,928.28	47,941.95	54,512.00	45,201.00	45,201.00	45,201.00
A1090 INTEREST & PENALTIES	5,735.63	25,753.99	5,000.00	5,000.00	5,000.00	5,000.00
A1255 CLERK FEES	1,619.90	1,360.96	1,200.00	1,200.00	1,200.00	1,200.00
A1289 OTHER GENRAL DEPARTMENT	-	-	-	-	-	-
A1603 VITAL STATISTIC FEES	754.00	62.00	200.00	150.00	150.00	150.00
A2001 PARK & RECREATIONAL CHARGES	4,618.00	17,795.00	5,000.00	5,000.00	5,000.00	5,000.00
A2389 MISC REV OTHER GOV'T	-	-	-	-	-	-
A2401 INTEREST	2,401.22	148,150.15	24,302.00	14,318.00	14,318.00	14,318.00
A2410 RENTAL OF REAL PROPERTY	1,800.00	2,100.00	1,800.00	1,800.00	1,800.00	1,800.00
A2460 WIND/SOLAR POWER HOST COMMUNITY FEES	-	441,724.16	-	-	-	-
A2544 DOG LICENSES	4,356.00	4,374.00	4,000.00	4,000.00	4,000.00	4,000.00
A2610 FINES & FORFEITURES	17,622.50	15,300.00	24,000.00	24,000.00	24,000.00	24,000.00
A2611 CTY FINE REIMB	11,200.00	4,900.00	10,000.00	10,000.00	10,000.00	10,000.00
A2651 SALE OF REFUSE FOR RECYCLING	644.00	1,483.00	400.00	400.00	400.00	400.00
A2655 MINOR SALES	94.95	906.75	-	-	-	-
A2680 INSURANCE REFUND	92.40	2,366.00	-	-	-	-
A2770 MISCELLANEOUS	1,117.24	442.47	-	-	-	-
A2701 REFUND OF PRIOR YR EXPENSE	391.40	10,960.00	-	-	-	-
A2706 GRANT LOCAL GOV'T	-	4,465.00	-	-	19,800.00	19,800.00
A3005 MORTGAGE TAX	122,553.41	110,029.48	80,000.00	80,000.00	80,000.00	80,000.00
A3089 STATE AID (OTHER)	57,180.00	8,874.12	-	-	-	-
A3820 Youth Program	13,010.86	-	4,500.00	4,500.00	4,500.00	4,500.00
A4089 FEDERAL AID - ARPA	-	366,973.25	-	-	-	-
AUB UNEXPENDED BALANCE	-	-	199,582.00	349,936.00	330,115.00	330,115.00
TOTAL REVENUES:	836,205.79	1,937,656.28	1,396,987.00	1,527,996.00	1,527,975.00	1,527,975.00

APPROPRIATIONS:

A1010.100 TOWN BOARD SERVICES	26,264.00	27,576.00	28,404.00	29,256.00	29,256.00	29,256.00
A1010.400 TOWN BOARD CONTR	874.00	1,626.99	2,500.00	2,500.00	2,500.00	2,500.00
A1110.100 JUSTICES SERVICES	29,150.00	31,774.51	31,526.00	32,472.00	32,472.00	32,472.00
A1110.102 DEPUTY JUSTICE CLERK SVC	381.50	10,446.96	8,000.00	11,500.00	10,000.00	10,000.00
A1110.103 JUSTICE CLK SVC.	28,743.86	24,287.24	25,339.00	26,605.00	26,605.00	26,605.00
A1110.400 JUSTICES CONTRACTUAL	8,526.32	5,419.94	8,500.00	8,500.00	8,500.00	8,500.00
A1110.401 JUSTICE COURT GRANT, CONT EXP	-	482.45	-	-	-	-
A1220.100 SUPERVISOR SERVICES	30,000.00	31,500.00	32,445.00	33,418.00	33,418.00	33,418.00
A1220.102 SUPERVISOR SECRETARY	5,989.20	7,558.04	7,317.00	8,099.00	8,099.00	8,099.00
A1220.400 SUPERVISOR CONTR	8,407.42	3,125.00	3,000.00	3,000.00	3,000.00	3,000.00

TOWN OF AVON
GENERAL FUND TOWNWIDE

	2022 ACTUAL	2023 ACTUAL	2024 BUDGET	2025 TENTATIVE	2025 PRELIMINARY	2025 ADOPTED
A1315.400	21,012.00	22,062.96	22,063.00	25,725.00	25,725.00	25,725.00
A1320.400	3,000.00	22,870.00	15,000.00	17,125.00	17,125.00	17,125.00
A1330.400	2,967.42	2,586.22	5,000.00	5,000.00	5,000.00	5,000.00
A1340.100	2,600.00	2,600.00	2,678.00	2,758.00	2,758.00	2,758.00
A1355.100	40,907.00	42,873.34	44,241.00	46,453.00	46,453.00	46,453.00
A1355.102	15,721.19	14,564.55	16,910.00	17,910.00	18,104.00	18,104.00
A1355.400	3,236.98	3,686.91	4,795.00	4,795.00	6,080.00	6,080.00
A1355.401	-	-	5,000.00	5,000.00	5,000.00	5,000.00
A1380.400	-	-	-	1,500.00	1,500.00	1,500.00
A1410.100	45,465.84	44,911.29	55,686.00	58,470.00	58,470.00	58,470.00
A1410.102	27,074.53	6,387.72	8,577.00	3,000.00	3,000.00	3,000.00
A1410.400	4,830.81	2,810.51	3,475.00	3,475.00	3,475.00	3,475.00
A1420.400	40,103.90	35,557.44	45,000.00	45,000.00	45,000.00	45,000.00
A1430.100	1,081.92	1,055.08	1,015.00	1,139.00	1,139.00	1,139.00
A1450.400	6,800.00	3,750.00	6,000.00	6,000.00	6,000.00	6,000.00
A1460.400	1,559.11	1,677.00	1,700.00	1,908.00	1,908.00	1,908.00
A1620.200	108,003.93	-	-	-	-	-
A1620.400	60,292.05	100,348.14	90,000.00	112,000.00	112,000.00	112,000.00
A1680.400	22,916.52	19,454.31	15,000.00	15,000.00	15,000.00	15,000.00
A1910.400	65,312.00	68,780.44	63,000.00	78,000.00	78,000.00	78,000.00
A1950.400	-	-	-	-	-	-
A3310.400	1,831.30	2,973.20	2,000.00	2,000.00	2,000.00	2,000.00
A3510.400	3,160.00	2,130.98	4,605.00	4,205.00	4,205.00	4,205.00
A4025.400	545.00	450.00	750.00	750.00	750.00	750.00
A5010.100	72,462.00	75,945.75	78,368.00	82,286.00	82,286.00	82,286.00
A5010.400	1,382.09	1,551.72	2,750.00	2,750.00	2,750.00	2,750.00
A5132.200	-	-	-	55,000.00	55,000.00	55,000.00
A5132.400	9,188.24	20,028.34	30,000.00	30,000.00	30,000.00	30,000.00
A5182.400	8,004.34	9,418.90	10,000.00	10,000.00	10,000.00	10,000.00
A5410.400	-	-	2,500.00	2,500.00	2,500.00	2,500.00
A7310.100	44,924.15	48,251.85	62,965.00	81,752.00	81,752.00	81,752.00
A7310.400	18,862.05	20,291.04	5,300.00	20,000.00	20,000.00	20,000.00
A7510.100	2,419.00	2,540.04	2,616.00	2,747.00	2,747.00	2,747.00
A7510.400	1,486.76	2,229.98	2,625.00	2,675.00	2,675.00	2,675.00
A7550.400	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00
A8160.100	1,664.55	3,321.90	327.00	3,000.00	3,000.00	3,000.00
A8160.400	13,772.12	15,040.94	18,000.00	18,000.00	18,000.00	18,000.00

TOWN OF AVON
GENERAL FUND TOWNWIDE

	2022 ACTUAL	2023 ACTUAL	2024 BUDGET	2025 TENTATIVE	2025 PRELIMINARY	2025 ADOPTED
A8810.400	14,495.00	13,405.00	14,000.00	14,000.00	14,000.00	14,000.00
A8810.401	-	-	-	15,000.00	15,000.00	15,000.00
A9010.800	37,215.15	40,956.30	39,605.00	47,379.00	47,379.00	47,379.00
A9030.800	29,209.91	29,212.14	31,091.00	33,726.00	33,726.00	33,726.00
A9050.800	-	-	-	-	-	-
A9055.800	1,521.08	1,240.58	1,600.00	1,600.00	1,600.00	1,600.00
A9060.800	17,846.53	17,669.12	13,759.00	22,850.00	22,850.00	22,850.00
A9060.801	-	-	2,500.00	2,500.00	2,500.00	2,500.00
A9788.600	-	4,107.00	-	-	-	-
A9788.700	-	35.00	-	-	-	-
A9901.000	-	93,271.62	-	-	-	-
A9950.900	-	895,972.00	517,455.00	465,668.00	465,668.00	465,668.00
TOTAL APPROPRIATIONS:	893,210.77	1,841,816.44	1,396,987.00	1,527,996.00	1,527,975.00	1,527,975.00

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

REVENUES:		2022	2023	2024	2025	2025	2025
		ACTUAL	ACTUAL	BUDGET	TENTATIVE	PRELIMINARY	ADOPTED
C2190	Sale of Cemetery Plots	575.00	1,825.00	1,250.00	1,408.00	1,408.00	1,408.00
C2192	Cemetery Services	5,025.00	3,425.00	3,334.00	3,334.00	3,334.00	3,334.00
C2401.1	Dividend Income	146.14	230.93	200.00	200.00	200.00	200.00
C2401	Saving Interest Income	140.16	3,200.55	80.00	402.00	402.00	402.00
C2701	Refund of Prior Yr Expense	-	-	-	-	-	-
C5999	Unexp Fund Balance	-	-	-	-	-	-
TOTAL REVENUES:		5,886.30	8,681.48	4,864.00	5,344.00	5,344.00	5,344.00

APPROPRIATIONS:		2022	2023	2024	2025	2025	2025
		ACTUAL	ACTUAL	BUDGET	TENTATIVE	PRELIMINARY	ADOPTED
C8810.1	Cemetery Services	2,091.00	2,191.92	2,030.00	2,488.00	2,488.00	2,488.00
C8810.4	Grave Openings	1,750.00	1,500.00	2,676.00	2,676.00	2,676.00	2,676.00
C9030.8	Social Security	159.91	167.65	158.00	180.00	180.00	180.00
TOTAL APPROPRIATIONS:		4,000.91	3,859.57	4,864.00	5,344.00	5,344.00	5,344.00

**TOWN OF AVON
GENERAL FUND OUTSIDE VILLAGE**

REVENUES		2022	2023	2024	2025	2025	2025
		ACTUAL	ACTUAL	BUDGET	TENTATIVE	PRELIMINARY	ADOPTED
B1001	PROPERTY TAXES	78,475.00	61,871.00	61,871.00	61,871.00	61,871.00	61,871.00
B1120	SALES TAX	36,270.46	39,827.59	4,000.00	20,000.00	20,000.00	20,000.00
B1170	FRANCHISE FEES	38,562.04	37,454.23	34,737.00	34,737.00	34,737.00	34,737.00
B1289	OTHER DEPARTMENT INCOME	200.10	4,161.00	-	-	-	-
B2110	ZONING FEES	6,213.76	7,653.46	1,000.00	1,000.00	1,000.00	1,000.00
B2115	PLANNING BOARD FEES	3,676.20	3,263.95	300.00	300.00	300.00	300.00
B2401	INTEREST & EARNINGS	84.00	463.20	100.00	5,000.00	5,000.00	5,000.00
B2555	BUILDING PERMITS	40,958.98	34,715.35	48,500.00	25,000.00	25,000.00	25,000.00
B2750	AIM RELATED PAYMENT	38,854.00	-	38,854.00	-	-	-
B3001	PER CAPITA AID	-	38,854.00	-	38,854.00	38,854.00	38,854.00
B5031	INTERFUND REVENUE	-	39,134.12	-	-	-	-
B2770	MISCELLANEOUS	145.20	-	-	-	-	-
BAUB	UNEXP FUND BALANCE	-	-	53,091.00	68,009.00	68,009.00	68,009.00
TOTAL REVENUES:		243,439.74	267,397.90	242,453.00	254,771.00	254,771.00	254,771.00

APPROPRIATIONS		2022	2023	2024	2025	2025	2025
		ACTUAL	ACTUAL	BUDGET	TENTATIVE	PRELIMINARY	ADOPTED
B1420.400	ATTORNEY CONTR.	3,588.75	12,392.50	10,000.00	10,000.00	10,000.00	10,000.00
B1440.400	ENGINEER CONTRACTUAL	1,732.50	16,465.64	20,000.00	20,000.00	20,000.00	20,000.00
B3120.400	POLICE CONTRACT	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00
B3620.100	SAFETY INSPECTION SVC	26,442.31	28,822.19	35,000.00	36,750.00	36,750.00	36,750.00
B3620.103	SAFETY INSP. CLERK SVC.	19,783.60	21,345.10	20,123.00	23,777.00	23,777.00	23,777.00
B3620.200	SAFETY INSP. EQUIPMENT	572.00	658.00	700.00	750.00	750.00	750.00
B3620.400	SAFETY INSP. CONTR.	2,498.78	2,515.19	6,100.00	7,000.00	7,000.00	7,000.00
B4020.100	REGISTRAR VITAL STATISTICS	625.16	891.54	988.00	1,037.00	1,037.00	1,037.00
B5650.400	OFF STREET PARKING CONTR	-	1,750.00	-	-	-	-
B6410.400	PUBLICITY CONTR.	5,336.50	5,502.77	3,200.00	6,000.00	6,000.00	6,000.00
B7110.400	PARKS CONTRACTUAL	12,000.00	14,000.00	14,000.00	14,000.00	14,000.00	14,000.00
B7410.400	LIBRARY CONTRACTUAL	52,000.00	55,000.00	57,000.00	57,000.00	57,000.00	57,000.00
B7410.401	LIBRARY CONTRACTUAL	52,000.00	-	-	15,000.00	15,000.00	15,000.00
B8010.100	ZONING BOARD SERVICES	3,420.00	2,470.00	-	3,120.00	3,120.00	3,120.00
B8010.103	ZONING BOARD CLERK	1,473.15	1,019.60	960.00	1,281.00	1,281.00	1,281.00
B8010.200	ZONING BOARD EQUIPMENT	-	-	-	-	-	-
B8010.400	ZONING CONTRACTUAL	1,827.36	5,981.85	10,000.00	10,000.00	10,000.00	10,000.00
B8020.100	PLANNING PERSONAL. SVC.	3,610.00	3,753.00	4,320.00	4,320.00	4,320.00	4,320.00
B8020.103	PLANNING BD CLERK SVC.	1,337.91	796.41	1,005.00	1,005.00	1,005.00	1,005.00
B8020.400	PLANNING CONTRACTUAL	31,700.97	49,855.15	31,600.00	15,000.00	15,000.00	15,000.00
B9010.800	STATE RETIREMENT	3,209.54	2,373.76	2,238.00	2,997.00	2,997.00	2,997.00
B9030.800	SOCIAL SECURITY	3,730.03	3,885.66	4,773.00	5,454.00	5,454.00	5,454.00
B9055.800	DISABILITY INSURANCE	285.96	283.99	280.00	280.00	280.00	280.00
B9060.800	HOSPITAL & MEDICAL INS.	141.35	184.58	166.00	-	-	-
TOTAL APROPRIATIONS:		247,315.87	249,946.93	242,453.00	254,771.00	254,771.00	254,771.00

**TOWN OF AVON
HIGHWAY FUND TOWNWIDE**

		2022	2023	2024	2025	2025
		ACTUAL	ACTUAL	BUDGET	TENTATIVE	ADOPTED
REVENUES:						
DA1001	PROPERTY TAXES	420,797.00	420,797.00	200,000.00	200,000.00	200,000.00
DA2300	WATER REIMB. FUEL & EQUIP.	35,782.38	47,609.07	8,000.00	8,000.00	8,000.00
DA2302	SNOW & ICE (County)	124,894.48	114,761.83	120,000.00	120,000.00	120,000.00
DA2401	INTEREST & EARNINGS	188.68	1,551.12	900.00	5,000.00	5,000.00
DA2665	SALE OF EQUIPMENT	16,500.00	25,100.00	-	-	-
DA2680	INSURANCE RECOVERIES	-	1,416.00	-	-	-
DA2770	MISCELLANEOUS	1,716.74	-	-	-	-
DA3501	CHIPS	-	-	173,000.00	150,000.00	150,000.00
DA5031	INTERFUND REVENUE	-	54,137.50	-	-	-
DAUB	EQUIPMENT RESERVE	-	-	-	-	-
DA5999	UNEXPENDED BALANCE	-	-	131,633.00	109,231.00	109,231.00
TOTAL REVENUES:		599,879.28	665,372.52	633,533.00	592,231.00	592,231.00

		2022	2023	2024	2025	2025
		ACTUAL	ACTUAL	BUDGET	TENTATIVE	ADOPTED
APPROPRIATIONS						
DA5120.100	BRIDGES PERSONAL SVC.	5,520.80	5,050.03	4,073.00	5,618.00	5,618.00
DA5120.400	BRIDGES CONTRACTUAL	180.00	1,805.00	4,000.00	4,000.00	4,000.00
DA5130.100	MACHINERY PERSONAL SVC.	76,678.51	91,181.43	85,959.00	91,903.00	91,903.00
DA5130.101	CELL PHONE REIMBURSE	-	-	200.00	-	-
DA5130.200	MACHINERY EQUIP	313,638.34	54,137.50	200,000.00	150,000.00	150,000.00
DA5130.400	MACHINERY CONTR	59,029.96	43,569.89	55,000.00	55,000.00	55,000.00
DA5130.401	MACHINERY FUEL CONTR	57,117.78	39,437.23	55,000.00	55,000.00	55,000.00
DA5140.100	BRUSH PERSONAL SVC.	25,766.08	29,267.72	39,575.00	31,597.00	31,597.00
DA5140.400	BRUSH CONTRACTUAL	9,337.75	6,465.88	9,000.00	9,000.00	9,000.00
DA5142.100	SNOW REMOVAL PER.SERV.	8,191.97	5,807.44	6,082.00	7,101.00	7,101.00
DA5142.400	SNOW REMOVAL CONTR.	29,865.62	31,383.53	36,000.00	36,000.00	36,000.00
DA5148.100	SERV.OTHER GOV'T P.S.	23,633.86	19,441.58	19,789.00	23,086.00	23,086.00
DA5148.400	SERV.OTHER GOV'T CONTR.	67,117.75	53,434.48	75,000.00	75,000.00	75,000.00
DA9010.800	RETIREMENT	14,062.51	13,207.67	13,641.00	17,553.00	17,553.00
DA9030.800	SOCIAL SECURITY	10,778.59	12,180.94	11,909.00	12,187.00	12,187.00
DA9055.800	DISABILITY INSURANCE	592.91	579.70	600.00	600.00	600.00
DA9060.800	MEDICAL INSURANCE	15,091.97	14,371.08	14,627.00	14,618.00	14,618.00
DA9060.800	HSA ACCOUNTS	1,600.00	-	3,078.00	3,968.00	3,968.00
DA9950.900	EQUIPMENT RESERVE	-	-	-	-	-
TOTAL APPROPRIATIONS:		718,204.40	421,321.10	633,533.00	592,231.00	592,231.00

**TOWN OF AVON
HIGHWAY FUND OUTSIDE VILLAGE**

		2022	2023	2024	2025	2025
		ACTUAL	ACTUAL	BUDGET	TENTATIVE	ADOPTED
REVENUES:						
DB1001	PROPERTY TAXES	264,738.00	123,776.00	123,776.00	123,776.00	123,776.00
DB2401	INTEREST & EARNINGS	195.93	1,853.99	-	5,000.00	5,000.00
DB3501	CHIPS	213,117.24	230,257.37	55,000.00	80,000.00	80,000.00
DBUB	UNEXP FUND BALANCE	-	-	126,819.00	108,874.00	108,874.00
TOTAL REVENUES:		478,051.17	355,887.36	305,595.00	317,650.00	317,650.00

		2022	2023	2024	2025	2025
		ACTUAL	ACTUAL	BUDGET	TENTATIVE	ADOPTED
APPROPRIATIONS:						
DB5110.100	GENERAL REPAIRS P.S.	22,137.99	13,807.41	54,130.00	40,000.00	40,000.00
DB5110.400	GENERAL REPAIRS CONTR.	70,070.17	48,476.86	185,000.00	185,000.00	185,000.00
DB5112.200	CAPITAL OUTLAY-IMPROVE	270,012.19	249,673.76	55,000.00	80,000.00	80,000.00
DB9010.800	RETIREMENT	3,461.16	2,326.80	2,345.00	3,017.00	3,017.00
DB9030.800	SOCIAL SECURITY	1,693.57	868.26	4,141.00	4,141.00	4,141.00
DB9055.800	DISABILITY INSURANCE	611.15	579.70	600.00	600.00	600.00
DB9060.800	MEDICAL INSURANCE	8,677.86	11,141.08	2,457.00	2,160.00	2,160.00
DB9060.800	HSA ACCOUNTS	3,400.00	-	1,922.00	2,732.00	2,732.00
TOTAL APPROPRIATIONS:		380,064.09	326,873.87	305,595.00	317,650.00	317,650.00

**TOWN OF AVON
ROYAL SPRINGS DRAINAGE DISTRICT**

REVENUES

SD1001 REAL PROPERTY TAX
SDUB UNEXP FUND BALANCE
TOTAL REVENUES:

2022 ACTUAL	2023 ACTUAL	2024 BUDGET	2025 TENTATIVE	2025 PRELIMINARY	2025 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

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:

2022 ACTUAL	2023 ACTUAL	2024 BUDGET	2025 TENTATIVE	2025 PRELIMINARY	2025 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

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:

2022 ACTUAL	2023 ACTUAL	2024 BUDGET	2025 TENTATIVE	2025 PRELIMINARY	2025 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

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
FIRE DISTRICT**

REVENUES

SF1001 REAL PROPERTY TAX
SFUB UNEXP FUND BALANCE
TOTAL REVENUES:

2022 ACTUAL	2023 ACTUAL	2024 BUDGET	2025 TENTATIVE	2025 PRELIMINARY	2025 ADOPTED
654,054.00	667,100.00	925,000.00	925,000.00	925,000.00	925,000.00
-	-	-	-	-	-
654,054.00	667,100.00	925,000.00	925,000.00	925,000.00	925,000.00

APPROPRIATIONS:

SF3410.4 FIRE DISTRICTS CONTR.
TOTAL APPROPRIATIONS:

654,054.00	667,100.00	925,000.00	925,000.00	925,000.00	925,000.00
654,054.00	667,100.00	925,000.00	925,000.00	925,000.00	925,000.00

**TOWN OF AVON
ROYAL SPRINGS LIGHT DISTRICT**

		2022	2023	2024	2025	2025	2025
		ACTUAL	ACTUAL	BUDGET	TENTATIVE	PRELIMINARY	ADOPTED
REVENUES							
SL1001	REAL PROPERTY TAX	12,000.00	13,000.00	13,500.00	14,000.00	14,000.00	14,000.00
SL2701	REFUNDS OF PRIOR YR EXP	-	-	-	-	-	-
SLUB	UNEXP FUND BALANCE	-	-	-	-	-	-
TOTAL REVENUES:		12,000.00	13,000.00	13,500.00	14,000.00	14,000.00	14,000.00

		2023	2024	2025	2025	2025
		ACTUAL	BUDGET	TENTATIVE	PRELIMINARY	ADOPTED
APPROPRIATIONS:						
SL5182.4	LIGHTING CONTRACTUAL	13,597.20	13,500.00	14,000.00	14,000.00	14,000.00
TOTAL APPROPRIATIONS:		13,597.20	13,500.00	14,000.00	14,000.00	14,000.00

**TOWN OF AVON
WATER DISTRICT**

		2022	2023	2024	2025	2025	2025
		ACTUAL	ACTUAL	BUDGET	TENTATIVE	PRELIMINARY	ADOPTED
REVENUES:							
SW2140	METERED SALES	551,160.45	561,823.01	455,510.00	455,510.00	455,510.00	455,510.00
SW2144	WATER SERVICE CHARGES	673.81	8,705.36	4,000.00	4,000.00	4,000.00	4,000.00
SW2148	INT. & PEN. WATER RENT	1,303.21	-	1,000.00	1,000.00	1,000.00	1,000.00
SW2401	INTEREST & EARNINGS	177.74	3,933.67	200.00	200.00	200.00	200.00
SW2410	CELL SITE RENT	64,374.20	62,308.52	64,228.00	64,228.00	64,228.00	64,228.00
SW2665	SALE OF EQUIPMENT	-	-	-	-	-	-
SW2770	PUMP COSTS VILLAGE	41.50	-	-	-	-	-
SW5999	UNEXP FUND BALANCE	-	-	10,166.52	263,610.00	263,610.00	263,610.00
TOTAL REVENUES:		617,730.91	636,770.56	535,104.52	788,548.00	788,548.00	788,548.00

		2023	2024	2025	2025	2025
		ACTUAL	BUDGET	TENTATIVE	PRELIMINARY	ADOPTED
APPROPRIATIONS:						
SW1420.400	LEGAL CONTR.	3,746.25	6,000.00	6,000.00	6,000.00	6,000.00
SW1440.400	ENGINEER CONTRACTUAL	43,015.00	6,000.00	6,000.00	6,000.00	6,000.00
SW1990.400	CONTINGENCY	-	8,000.00	8,000.00	8,000.00	8,000.00
SW8310.100	ADMINISTRATION SVC.	5,815.32	12,309.00	12,309.00	12,309.00	12,309.00
SW8310.200	ADMINISTRATION EQUIP	847.23	1,500.00	1,500.00	1,500.00	1,500.00
SW8310.400	ADMINISTRATION CONTR	4,814.08	6,000.00	6,000.00	6,000.00	6,000.00
SW8320.400	SOURCE CONTRACTUAL	218,512.22	210,000.00	210,000.00	210,000.00	210,000.00
SW8340.100	TRANSMISSION PER. SVC.	53,921.00	78,000.00	78,000.00	78,000.00	78,000.00
SW8340.102	TRANSMISSION PER. SVC. (Crye)	12,049.81	13,294.00	14,623.00	14,623.00	14,623.00
SW8340.200	TRANSMISSION EQUIPMENT	233.07	-	40,000.00	40,000.00	40,000.00
SW8340.400	TRANSMISSION & DISTR CONTR	24,931.68	40,000.00	40,000.00	40,000.00	40,000.00
SW8340.402	TRANS MAINT. CONTRACT.	82,125.95	40,000.00	40,000.00	40,000.00	40,000.00
SW9010.800	STATE RETIREMENT	6,644.14	5,686.72	5,542.00	9,986.00	9,986.00
SW9030.800	SOCIAL SECURITY	5,097.80	7,926.00	8,027.00	8,027.00	8,027.00
SW9050.800	UNEMPLOYMENT INSURANCE	-	-	-	-	-
SW9055.800	DISABILITY INSURANCE	101.58	200.00	200.00	200.00	200.00
SW9060.800	HOSPITAL & MEDICAL INS.	183.18	6,677.00	7,903.00	7,903.00	7,903.00
SW9710.600	SERIAL BOND PRINCIPAL	90,000.00	90,000.00	-	-	-
SW9710.700	SERIAL BOND INTEREST	2,362.07	3,656.52	-	-	-
SW990.900	INTERFUND TRANSFER	-	-	300,000.00	300,000.00	300,000.00
TOTAL APPROPRIATIONS:		554,400.38	613,080.22	535,104.52	788,548.00	788,548.00

**TOWN OF AVON
ROUTE 39 WATER DISTRICT**

		2022	2023	2024	2025	2025	2025
		ACTUAL	ACTUAL	BUDGET	TENTATIVE	PRELIMINARY	ADOPTED
REVENUES:							
SW1001	REAL PROPERTY TAX	8,213.09	8,713.00	8,600.00	8,488.00	8,488.00	8,488.00
SW2401	INTEREST & EARNINGS	0.09	-	-	-	-	-
SW5999	UNEXP FUND BALANCE	-	-	-	-	-	-
TOTAL REVENUES:		8,213.09	8,713.00	8,600.00	8,488.00	8,488.00	8,488.00

		2023	2024	2025	2025	2025
		ACTUAL	BUDGET	TENTATIVE	PRELIMINARY	ADOPTED
APPROPRIATIONS:						
SW8340.4	TRANS MAINT. CONTRACT.	-	-	-	-	-
SW9710.6	RTE 39 PRINCIPAL	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00
SW9710.7	RTE 39 INTEREST	3,825.00	3,707.46	3,600.00	3,488.00	3,488.00
TOTAL APPROPRIATIONS:		8,825.00	8,707.46	8,600.00	8,488.00	8,488.00

NYS Office of Real Property Tax Services
WA Harriman State Campus
Albany, New York, 12227
(518) 474-1170

September 19, 2024
Municipal Code: 242000
Town of Avon

Ms. Tami Snyder, Appointed Assessor
Town of Avon
Town Hall
23 Genesee Street
Avon, NY 14414

The assessor's report for the assessment roll completed in 2024 has been reconciled using the figures shown below. Please note that the data shown on this report, including change in level of assessment factors, are for information purposes only.

TAXABLE REAL PROPERTY IN THE ORDINARY AND PUBLIC UTILITY ROLL SECTIONS:

ROLL SECTION TOTALS:	PRIOR ROLL	CURRENT ROLL
Ordinary Property	576,555,517	590,465,967
Utility Property	28,211,240	28,220,265
TOTAL	604,766,757	618,686,232
SUMMARY OF DETAIL CHANGES:	INCREASES	DECREASES
Equalization Changes	7,168,057	2,672,707
Physical or Quantity Changes	17,258,522	7,834,397

CHANGE IN LEVEL OF ASSESSMENT FACTOR: 1.0075
QUANTITY CHANGE FACTOR: 1.0154

If you have any questions about this information, please contact staff in Data Management at (518) 474-1170.

CC: Mr. William Fuller, County Director
Livingston County
Co. Government Center Room 207
6 Court Street
Genesee, NY 14454-1043

NYS - Real Property System
 County of Livingston
 Town of Avon - 2420

Assessor's Report - 2024 - Prior Year File
 5495 Exemption Impact Report
 Town Summary

RPS221V04L001
 Date/Time - 9/24/2024 12:09:31
 Total Assessed Value 707,100,081
 Uniform Percentage 91.00

Equalized Total Assessed Value 777,033,056

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	0.10
13100	CO - GENERALLY	RPTL 406(1)	2	267,033	0.63
13500	TOWN - GENERALLY	RPTL 406(1)	13	5,200,000	0.87
13510	TOWN - CEMETERY LAND	RPTL 446	5	26,154	0.00
13650	VG - GENERALLY	RPTL 406(1)	24	2,153,736	0.28
13660	VG - CEMETERY LAND	RPTL 446	1	22,309	0.00
13730	VG O/S LIMITS - SPECIFIED USES	RPTL 406(2)	1	100,000	0.91
13746	VG O/S LIMITS - SEWER OR WATER	RPTL 406(3)	2	3,653,011	0.47
13800	SCHOOL DISTRICT	RPTL 408	3	9,883,407	1.27
18020	MUNICIPAL INDUSTRIAL DEV AGENC	RPTL 412-a	18	31,887,677	4.10
25110	NONPROF CORP - RELIG(CONST PR	RPTL 420-a	9	8,302,857	1.07
25120	NONPROF CORP - EDUCL(CONST PR	RPTL 420-a	2	146,284	0.02
25130	NONPROF CORP - CHAR (CONST PR	RPTL 420-a	3	523,077	0.07
25600	NONPROFIT HEALTH MAINTENANCE	RPTL 486-a	1	703,516	0.09
25900	SYSTEM CODE	STATUTORY AUTH NOT DEFINED	1	21,868	0.00
26100	VETERANS ORGANIZATION	RPTL 452	2	234,835	0.03
26400	INC VOLUNTEER FIRE CO OR DEPT	RPTL 484(2)	3	3,498,791	0.45
27350	PRIVATELY OWNED CEMETERY LANI	RPTL 446	3	105,714	0.01
41101	VETS EX BASED ON ELIGIBLE FUND	RPTL 458(1)	2	6,484	0.00
41111	VET PRO RATA: FULL VALUE ASSMT	RPTL 458(5)	9	1,002,948	0.13
41120	ALT VET EX-WAR PERIOD-NON-COMI	RPTL 458-a	107	2,437,516	0.31
41121	ALT VET EX-WAR PERIOD-NON-COMI	RPTL 458-a	4	79,813	0.01
41136	ALT VET EX-WAR PERIOD-COMBAT	RPTL 458-a	73	2,767,363	0.36
41131	ALT VET EX-WAR PERIOD-COMBAT	RPTL 458-a	2	76,323	0.01
41140	ALT VET EX-WAR PERIOD-DISABILI	RPTL 458-a	45	2,227,786	0.29
41141	ALT VET EX-WAR PERIOD-DISABILI	RPTL 458-a	1	15,055	0.00
41160	COLD WAR VETERANS (15%)	RPTL 458-b	8	105,495	0.01

NYS - Real Property System
 County of Livingston
 Town of Avon - 2420

Assessor's Report - 2024 - Prior Year File
 \$495 Exemption Impact Report
 Town Summary

RPS221/V04/L001
 Date/Time - 9/24/2024 12:08:31
 Total Assessed Value 707,100,056
 Uniform Percentage 81.00

Equalized Total Assessed Value 777,033,056

Exemption Code	Exemption Name	Statutory Authority	Number of Exemptions	Total Equalized Value of Exemptions	Percent of Value Exempted
41161	COLD WAR VETERANS (15%)	RPTL 458-b	24	316,484	0.04
41170	COLD WAR VETERANS (DISABLED)	RPTL 458-b	2	54,082	0.01
41171	COLD WAR VETERANS (DISABLED)	RPTL 458-b	1	11,560	0.00
41700	AGRICULTURAL BUILDING	RPTL 463	23	5,223,271	0.67
41720	AGRICULTURAL DISTRICT	AG-MKTS L 305	113	39,816,335	5.12
41730	AGRIC LAND-INDIV NOT IN AG DIS	AG MKTS L 306	57	13,425,425	1.73
41800	PERSONS AGE 65 OR OVER	RPTL 467	65	4,825,063	0.62
41801	PERSONS AGE 65 OR OVER	RPTL 467	1	97,308	0.01
41930	DISABILITIES AND LIMITED INCOM	RPTL 459-c	11	909,549	0.12
42100	SILOS, MANURE STORAGE TANKS,	RPTL 483-a	6	2,247,264	0.29
42120	TEMPORARY GREENHOUSES	RPTL 483-c	1	4,945	0.00
44490	SYSTEM CODE	STATUTORY AUTH NOT DEFINED	3	585,824	0.08
47200	RAILROAD - PARTIALLY EXEMPT	RPTL 489-d&dd	5	24,434	0.00
47610	BUSINESS INVESTMENT PROPERTY	RPTL 485-b	13	414,533	0.05
48670	REDEVELOPMENT HOUSING CO	P H FI L 125 & 127	1	1,244,805	0.16
48600	SOLAR OR WIND ENERGY SYSTEM	RPTL 487	4	12,887,282	1.66

Total Exemptions Exclusive of System Exemptions:	677	158,350,711	20.38
Total System Exemptions:	0	0	0.00
Totals:	677	158,350,711	20.38

Values have been equalized using the Uniform Percentage of Value. The Exempt amounts do not take into consideration, payments in lieu of taxes or other payments for municipal services.

Amount, if any, attributable to payments in lieu of taxes: _____

Town of Avon

23 Genesee Street
Avon, New York 14414
Phone: (585) 226-2425
Fax: (585) 226-9299
Web Site: www.avon-ny.org

David LeFeber, Supervisor
James Harrington, Councilman
Paul Drozdzial, Councilman
Tami Snyder, Assessor
Thomas Crye, Highway/Water Superintendent

Thomas Mairs, Deputy Supervisor
Malachy Coyne, Councilman
Clara Mulligan, Historian
Brian Glise, Code Enforcement Officer
Diana Farrell, Town Clerk

2025 Estimated PILOTS billed through the Town of Avon:

Avon CSGI (5530 Wolcott) \$1,922.88

Avon CSGII (5505 Henty) \$2,085.75

DG Lake Road (Wheat) \$3,750.00

Avon on the Green \$7,000.00

"This institution is an equal opportunity provider, and employer. To file a complaint of discrimination, write: USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D. C. 20250-9410, or call (800) 795-3272 (voice) or (202) 720-6382 (TDD)."



August 27, 2024

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

Re: Estimated 2025 Payment-In-Lieu-Of-Tax (PILOT) payments

Dear Supervisor LeFeber:

To assist you in preparing your 2025 town budget, the following are the estimated PILOT payments for the Town of Avon for the upcoming year:

Company	Parcel	Estimate
5638 Tec Drive LLC/DP Tool	35.-1-13.31	\$6,724.59
Avon RSD LLC	45.-1-80.31	\$1,188.29
	45.-1-80.32	
Barilla America NY, Inc. (January - from town & county payment)	24.17-1-2.2	\$6,267.31
Barilla America NY, Inc. (June - from village payment)		\$3,724.34
Barilla America NY, Inc. (September - from school payment)		\$13,762.52
Evening Star Coffee Roasters LLC	35.-1-13.527	\$301.07
Fox & West	35.-1-13.537	\$2,746.97
JB Properties of Avon, LLC	35.-1-13.525	\$565.36
Matthew Buses, Inc.	35.-1-36.1	\$1,961.84
PEMM LLC	55.-1-1.21	\$7,444.90
Piranha Milling and Paving	35.-1-13.524	\$357.85
TKM Ventures LLC (UET Controls)	35.-1-13.534	\$156.12

These estimates are based on the current tax rates and will be recalculated for billing once the 2025 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
 Diana Farrell, Clerk/Tax Collector, Town of Avon
 Tami Snyder, Assessor, Town of Avon

585.243.7124

info@GrowLivCo.com

6 Court St, Rm 306, Genesee, NY 14454

GrowLivCo.com

OPEN ITEMS TOWN BOARD MEMBERS

Councilman Drozdziel stated close out paperwork for the 3rd floor renovations is complete and submitted.

VISITOR COMMENTS: None.

On motion of Councilman Coyne seconded by Councilman Harrington the meeting was adjourned at 7:55 P.M.

Respectfully submitted by:

Diana Farrell, Town Clerk