

A Regular meeting of the Town of Avon was held on Thursday, November 20, 2025 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 Malachy Coyne, Councilmen James Harrington, Councilmen Paul Drozdziel

**ABSENT:** Brian Shannon, Code Enforcement Officer, Dave Willard, MRB Group Engineer, Tom Crye, Highway/Water Supervisor

**OTHERS:** Attorney James Campbell, Kim McDowell, Town Clerk

**VISITORS:** Faye Beshures, Kitty Bressington, Ellen Turner, Cindy Kellen, Stephanie VanDeVelt, Robert Westfall, Kathy Cole, Tony Maquire, Jody Sherman

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 LeFeber asked the gentlemen from Colonial Voluntary Benefits to give an overview of the products they offer to the Board. It was determined they will come in for a day to discuss their options with any Town employee who chooses, Kim will set up a day with them.

**RESOLUTION #219 APPROVAL OF MINUTES OF BOARD MEETING OF NOVEMBER 6, 2025**

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

RESOLVE to approve the minutes of November 6, 2025, 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, Councilmen Drozdziel – Aye, Councilmen Coyne - Aye, Councilmen Harrington - Aye**

**DISCUSSION-ATTORNEY REPORT**

Attorney Jim Campbell was present and reported the following:

- The library tax line item has been taken care of for the 2026 Town & County tax bills
- CNY Feeds resolution will not be done tonight; there needs to be a coordinator review for SEQR first with the Planning Board. The applicant is aware of the timeframe for the application process and a tentative joint meeting is scheduled for January 26, 2025 with the Town Board and Planning/ZBA Boards

- Battery energy storage, Carson Energy, will likely be making an application for the project on Lakeville Road before the adoption of the moratorium (the public hearing is on December 11, 2025). There was much discussion on receiving an application before and during a moratorium and what the Town's options are during this time.

### **DISCUSSION- HIGHWAY/WATER REPORT**

Highway/Water Superintendent Crye was not present and reported the following via email:

#### HIGHWAY:

- Shop work
- Cleaned leaves out of ditches

#### WATER:

- Everyday maintenance & sampling

### **DISCUSSION – ENGINEERING REPORT**

Dave Willard, MRB Group, was not present and reported the following via email:

- Anderson Farms – Last week we sent Anderson Farms a summary of our review and conditions (peak flow limit and upgrades by Aqualogics) that would need to be in place for the connection at Pole Bridge Road. Anderson Farm's engineer has asked that we reach out to Aqualogics to get a ballpark cost for the upgrades. Once we do this, we would then set up a meeting with Anderson Farms to discuss.
- Sackett Road/Pole Bridge Road Culverts – we've been able to start with the topographical survey as of yesterday - I discussed with Tom Crye to let him know they would be out there surveying. Yesterday, I met with the surveyors to go over things. I'm anticipating that we'll have survey base mapping in the next couple weeks. Yesterday, I also took the opportunity to measure the existing culvert at Route 39 and at the old railroad culvert that's north of the pool supply/mini storage place on Route 39. I also measured the culvert on Twin Falls Road (Steve Phillips driveway culvert) that's downstream from the Pole Bridge culvert (I called Steve for permission first before doing this).

### **DISCUSSION- CODE ENFORCEMENT REPORT**

Code Officer Brian Shannon was not present and reported the following via email:

- Working on permits
- Complaint on Huckleberry Hill – working with homeowner to get it rectified

- Working with Kleis Equipment to get things going for new business
- Working with the Railroad company for new business
- Called out by East Avon FD on (11-11-2025) for electrical problem on Taj Mahal Drive
- Niagara Scenic Tours wrapping up paving project
- Stratford Hotel renovation is moving along

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

Kim McDowell was present and reported the following:

- Day-to-day operations are running smoothly, dog licenses, handicap permits, abstracts and vouchers, and hunting licenses ramped up before shot gun season opened and have quieted down this week.

### **DISCUSSION – TOWN SUPERVISOR ITEMS**

- Supervisor LeFeber discussed the Water Loss PILOT Program grant that the Town has agreed to be a part of. They are requesting an intermunicipal agreement for shared services.

### **RESOLUTION #220 INTERMUNICIPAL AGREEMENT FOR SHARED SERVICES**

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

**THIS AGREEMENT** made the 20th day of November, 2025, by and between the “**LIVINGSTON COUNTY WATER AND SEWER AUTHORITY**”, a public benefit corporation established by Article 5, Title 8-G of the New York State Public Authorities Law, having its principal office located at 1997 D’Angelo Drive, Lakeville, New York 14480, (hereinafter “**LCWSA**”, and the County, Towns, Villages, and Districts located within Livingston County and all other eligible entities that are set forth in the executed signature pages attached hereto and made a part hereof to this Intermunicipal Agreement, all of which shall hereinafter be collectively referred to as the “**MUNICIPALITIES**”.

**WHEREAS**, pursuant to Article 5-G of the New York State General Municipal Law, **MUNICIPALITIES** and **LCWSA** are authorized to enter into this intermunicipal cooperative agreement for the provision of shared services, as set forth herein, and

**WHEREAS**, **LCWSA** has received grant funding from the New York Department of State Local Government Efficiency Program (hereafter “**LGE**”) for the implementation of the Livingston/Wyoming Water Loss Pilot Program (hereafter “**Pilot Program**”). The Pilot Program is designed and intended to provide funding for and to encourage small water utilities to learn

how to improve water efficiency within their water distribution systems and to better control water loss through a water system audit process.

**WHEREAS**, MUNICIPALITIES each desire to be a participant in the Pilot Program.

**NOW, THEREFORE**, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, including the promises and covenants contained in this Agreement, it is agreed as follows:

1. LCWSA will facilitate the Pilot Program on behalf of the MUNICIPALITIES, and the MUNICIPALITIES desire to participate in the Pilot Program.
2. LCWSA will establish a reasonable schedule with MUNICIPALITIES for implementation of the Pilot Program.
3. LCWSA shall assume all responsibility to procure, retain and compensate the necessary consultant(s) required to assist with the training and implementation for the Pilot Program.
4. LCWSA will not charge MUNICIPALITIES for participating in the Pilot Program pursuant to this Agreement.
5. MUNICIPALITIES acknowledge they will make every reasonable effort to attend all training and/or education sessions as part of the program and make every reasonable effort to complete any task assigned/needed to complete the water audit process.
6. MUNICIPALITIES will be responsible for any and all costs, including travel to and from all training and/or education sessions, related to providing adequate staff to participate in the Pilot Program.
7. LCWSA shall provide reasonable assistance to MUNICIPALITIES for implementing the water audit process. LCWSA will not be responsible for the MUNICIPALITIES to complete the water audit process or the outcome of the water audit process.
8. MUNICIPALITIES will be responsible for providing any water system and water meter/billing information and data for their water system.
9. MUNICIPALITIES accept any responsibility for any missed training and/or education sessions related to the Pilot Program. LCWSA agrees to provide reasonable assistance and support to MUNICIPALITIES to make up for any missed training and/or education sessions.

10. The Pilot Program will conclude with a regional Water Loss Summit, inviting all interested parties throughout the Genesee Finger Lakes Region (9-County Region including the City of Rochester), including municipal and county officials, state agencies, contractors and non-governmental organizations. The purpose of the Water Loss Summit will be to share the participant experience with the Program and potentially develop a model for other municipalities within the State to follow. MUNICIPALITIES hereby authorize LCWSA to use its respective information and data collected and evaluated during the Pilot Program for purposes of presentation and evaluation at the Summit.
11. MUNICIPALITIES acknowledge and agree that their participation in the Pilot Program is voluntary, and they may discontinue their participation at any time throughout the Pilot Program implementation.
12. LCWSA reserves the sole and exclusive right, as Program Administrator, to reasonably discontinue any MUNICIPALITIES from participating in the Pilot Program.
13. MUNICIPALITIES hereby agree to indemnify and hold LCWSA harmless from all claims, losses, costs and damages arising out of any activities of MUNICIPALITIES pursuant to the terms and conditions of the Agreement, including costs of settling any action and reasonable attorney's fees for defense. Each party will provide the other with timely notice of any claims and shall fully cooperate with each other to defend the same.
14. Participation in this Agreement is limited to MUNICIPALITIES located within the geographical boundaries of Livingston County, New York and Wyoming County, New York unless otherwise authorized by LCWSA at its sole discretion as the Program Administrator.
15. The initial term of this Agreement shall be from December 1, 2025 to December 31, 2026. The term thereafter shall automatically be extended from January 1, 2027 to December 31, 2027, and may be renewed annually for up to five (5) additional one-year terms upon the mutual written consent of the parties intending to continue participation in this Agreement. Failure of any MUNICIPALITY to consent to the extension of this Agreement as provided for above, shall not affect the validity of such Agreement as it relates to other MUNICIPALITIES that have consented to an extension.
16. This Agreement and the rights conferred hereunder shall not be assignable by MUNICIPALITIES without the express written consent of the LCWSA, which may be withheld at LCWSA's sole discretion.

17. This Agreement shall be binding upon and shall inure to the benefit of each of the parties hereto and their successors and permitted assigns.
18. This Agreement and any transactions between the parties hereunder shall be governed by, construed and interpreted in accordance with the Laws of the State of New York.
19. There are no other agreements or understandings, either oral or written, between the parties affecting this Agreement. No changes, additions or deletions of any portion of this Agreement shall be valid or binding upon the parties hereto unless the same is approved in writing by all parties.
20. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

**DISCUSSION – TOWN SUPERVISOR ITEMS (CONT)**

- The special meeting that was going to be scheduled for December 15<sup>th</sup> will now be on January 26<sup>th</sup> as discussed during the Attorney report.
- The organizational meeting will be on Monday, January 5<sup>th</sup> at 6:00PM

**RESOLUTION #221 ACCEPT THE CLAIMS**

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

RESOLVE to accept for payment Abstract 2025-22 in the following amounts:

Concerning ABSTRACT of Claims Number 2025-22 including claims as follows:

<b>General Fund</b>	Amounts totaling \$	13,974.93
<b>Highway Fund</b>	Amounts totaling \$	208,540.09
<b>Water Fund</b>	Amounts totaling \$	64,608.71
<b>Cemetery Fund</b>	Amounts totaling \$	
<b>Opera Block Capital Improvement</b>	No Voucher	
<b>Royal Springs Lighting</b>	No voucher	
<b>Cross Roads Drainage District</b>	No Voucher	
<b>Bruckel Drainage District</b>	No Voucher	
<b>Royal Springs Drainage</b>	No Voucher	

**Town of Avon Fire Protection**  
**Rte. 39 Water SW2**

No Voucher  
No Voucher

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

**OPEN ITEMS:**

- No open items for Councilmen Coyne, Drozdziel, and Harrington
- Deputy Supervisor Mairs asked when the handbook and time clock will be implemented, plan is a start date of January 1, 2026.

**VISTOR COMMENTS:**

- Ellen Turner asked if there is any research or reports from other places that have battery storage or if it is relatively new there is no information and we will be looking into this extensively
- Bob Westfall asked what the benefit is to Avon for battery storage and Supervisor LeFeber feels this will help feed Avon since the State is pushing for electrification
- A visitor stated she is concerned with battery storage effects on water and fire fighters. She is concerned about meeting minutes and how things can be misquoted. Her biggest concern is minutes from six months ago and it was not changed when they requested it. She says the minutes stated her husband was not at the meeting on behalf of the fire department and he was here as a concerned citizen.

On motion of Deputy Supervisor Mairs seconded by Councilmen Harrington the meeting was adjourned at 7:04P.M.

Respectfully submitted by:

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Kim McDowell, Town Clerk