

York Town Board
Emergency Meeting
4:00 p.m.
January 4, 2018

Present: Supervisor Gerald L. Deming, Council Members: Lynn Parnell, Amos Smith
and Norman Gates

Absent: Frank Rose Jr.

Others: Patricia Barefoot and Bill McPhail

Supervisor Deming opened the Emergency Meeting at 4:02 p.m. and turned it over to
Attorney James Campbell for discussion.

Mr. Campbell stated now that we have reached a final agreement with WNY Cheese
Enterprise, LLC, Noblehurst Farms, Inc. and WNY Enterprise, LLC the Board if
comfortable with such wording will have several matters to resolve, which will require
Board resolutions.

Mr. Campbell gave a detailed overview of the first proposed resolution, which will be the
Water Improvement Repayment and Tax Indemnification Agreement. After a great deal
of discussion...

1) Agreement:

RESOLUTION offered by Mr. Smith and seconded by Mrs. Parnell to enter into the
Water Improvement Repayment and Tax Indemnification Agreement with WNY Cheese
Enterprise, LLC, Noblehurst Farms, Inc. and WNY Enterprise, LLC and to authorize the
Town Supervisor to execute any necessary documentation. Voted on and approved, Yes-
4, No-0, Absent-1.

Gerald L. Deming	Aye
Lynn Parnell	Aye
Norman Gates	Aye
Amos Smith	Aye
Frank Rose Jr.	Absent

**WATER IMPROVEMENT REPAYMENT and TAX INDEMNIFICATION
AGREEMENT**

THIS AGREEMENT, made the 4th day of January, 2018, by and among the **TOWN OF YORK**, a municipal corporation located in the County of Livingston and State of New York, having its office at 2668 Main Street, York, New York 14592 (hereafter “Town”), **WNY CHEESE ENTERPRISE, LLC**, a limited liability company organized under the laws of the State of New York, with offices located at 1842 Craig Road, Pavilion, New York 14525 (hereafter “WNY Cheese”), **WNY ENTERPRISE LLC**, a limited liability company organized under the laws of the State of Delaware and duly authorized to do business in the State of New York, with offices located at 1840 Craig Road, Pavilion, New York 14525 (hereafter “WNY Enterprise” and together with WNY Cheese, “WNY Entities”) and **NOBLEHURST FARMS, INC.**, a domestic business corporation organized under the laws of the State of New York, with offices located at 1818 Linwood Road, Linwood, New York 14486 (hereafter “Noblehurst”).

WITNESSETH:

WHEREAS, the Town is currently undertaking a significant water infrastructure capital improvement project (hereafter “Project”) which will allow public water to be brought through the Town’s water delivery system to facilities currently owned and operated by the WNY Entities in the Town of York, Livingston County, New York (hereafter “WNY Facilities”); and

WHEREAS, the WNY Facilities are located at and operated on lands owned by Noblehurst, which have been leased to WNY Enterprise utilizing a long term lease for a period of ninety-nine (99) years; and

WHEREAS, providing such public water to the WNY Facilities is only financially feasible if the WNY Entities make approximately \$1,600,000.00 of in-kind water infrastructure improvements (at no cost to Town) which will be dedicated to the Town and WNY Cheese and WNY Enterprises commit to additional necessary long-term financial contributions related to the Project; and

WHEREAS, the Town is willing to provide water to the WNY Facilities under terms that are fair and equitable to the Town and its customers within the Consolidated Water District of the Town of York and all extensions thereto (hereafter “York Water Districts”), and the WNY Entities; and

WHEREAS, as an inducement to the Town to make such improvements and provide public water to the WNY Facilities, WNY Cheese has made approximately \$1,600,000.00 of in-kind water infrastructure improvements (at no cost to Town) which will be dedicated to the Town, and the WNY Entities have additionally agreed to bear a certain proportion of the costs associated with such capital improvements to the Town’s water delivery infrastructure; and

WHEREAS, the capital improvements to the Town’s water delivery infrastructure include the installation and placement of a water tank and appurtenant infrastructure (hereafter “Water Tank”) on real property presently owned by Noblehurst and located within the Town of Covington, County of Wyoming and State of New York, and thus outside the jurisdictional limits of the Town (hereafter “Covington Property”); and

WHEREAS, it is the intention of the parties hereto that title to the Covington Property is to be conveyed by Noblehurst to the Town; and

WHEREAS, the installation of capital improvements on the Covington Property may result in real property taxes or assessments against the Covington Property by the governing authorities of the Town of Covington or other taxing authorities resulting from improvements made by the Town within the jurisdictional limits of the Town of Covington including but not limited to the installation and placement of a water tank and appurtenant infrastructure on property to be owned by the Town but not within the taxing jurisdiction of the Town (hereafter “Real Property Tax Charges”); and

WHEREAS, Noblehurst and the Town have reached an agreement in principle with the governing authorities of the Town of Covington and Wyoming County (which has not yet been memorialized by official action of such legislative bodies) that the Covington Property will be granted an exemption from the Real Property Tax Charges if Noblehurst conveys the Covington Property to the Town and the Town commits to supply water to the Town of Covington (hereafter “Tax Exemption”); and

WHEREAS, as an inducement to the Town to make such improvements, the WNY Entities have additionally agreed to be responsible for certain costs associated with the Real Property Tax Charges; and

WHEREAS, the costs associated with the Project are separate and independent from and in addition to routine water charges and operation and maintenance charges typically assessed as a result of water consumption and typically based on volume of water used; and

WHEREAS, the Town and the WNY Entities have agreed that the Town, at its sole discretion, will obtain outside financing for the initial cost of the Project and that the WNY Entities will ultimately be responsible to repay a portion of the costs of the Project over time, through regular annual installments billed on a unit basis; and

WHEREAS, the WNY Entities have communicated to the Town an anticipated combined water usage of approximately 272,000 gallons per day, and said usage has been utilized to establish their proportionate payment obligation for the costs associated with the Project; and

WHEREAS, the Town and the WNY Entities have determined that the WNY Entities’ proportionate payment obligation for their share of the Project is Nine Hundred Fifty One Thousand Eight Hundred Forty Four and NO/100ths Dollars (\$951,844.00) based on financing

the total cost of the Project over a thirty (30) year period, which when divided by the anticipated annual debt charge cost per unit of \$35.02, equals a total of 906 combined annual debt charge units that the WNY Entities will be responsible for paying; and

WHEREAS, the WNY Entities and the Town acknowledge that in addition to payment of a portion of the capital costs associated with the Project as set forth above, there will be additional fees chargeable for operation and maintenance, use of water and/or a minimum quarterly fee even if water is not used (typically calculated by a base fee multiplied by the number of units attributable to a property); and

WHEREAS, the WNY Entities and the Town intend to memorialize that the WNY Entities shall be responsible for the ongoing payment to the Town for debt service associated with the Project and further wish to hereby set forth the terms and conditions under which such payment shall be made by the WNY Entities; and

WHEREAS, the WNY Entities and the Town intend to memorialize that the WNY Entities shall be responsible for the Real Property Tax Charges and shall fully indemnify and hold the Town harmless from the same; and

WHEREAS, WNY Enterprise has a long-term leasehold interest in real property located within the Town of York as set forth below (hereafter the “WNY Property”):

<u>Address</u>	<u>Tax Map No.</u>	<u>Acreage</u>
1840 Craig Road	49.-1-12.12	16 +/-

WHEREAS, pursuant to a sublease from WNY Enterprise, WNY Cheese is using a portion of the WNY Property for its operation of a cheese processing plant and WNY Enterprise is using the remainder of the WNY Property for its operation of a creamery to support said cheese processing plant; and

WHEREAS, some portion or all of the WNY Property may be benefitted by the protections of Section 305(5) of the New York State Agriculture and Markets Law, which states in pertinent part that unless land used primarily for agricultural production within an agricultural district directly benefits (eg. is hooked into and using the public benefit) from the service of a public improvement district or area, the district is unable to levy any benefit assessments, special ad valorem levies or other rates or charges for improvements; and

WHEREAS, the WNY Entities intend to directly connect to the Town’s public water delivery system (and as such directly benefit from the same); and

WHEREAS, the WNY Entities and the Town acknowledge that the intent of the WNY Entities to directly benefit from the Town’s public water delivery system shall be deemed to negate any protection of the WNY Entities related to Section 305(5) of the New York Agriculture and Markets Law and that by the making of this Agreement, the WNY Entities specifically and knowingly waive any such protections offered by said statute; and

WHEREAS, the WNY Entities, Noblehurst and the Town agree that the above identified WNY Property is to be deemed to be a benefitted property so as to permit the Town to levy against such property in the event that the WNY Entities or their successors or assigns fail to comply with the obligations for repayment set forth herein; and

WHEREAS, the WNY Entities, Noblehurst and the Town agree that this Agreement (or a memorandum of the same) shall be recorded and filed in the Office of the Livingston County Clerk and indexed as a lien against the WNY Property so as to put all future owners of such property on notice as to the obligations set forth herein; and

WHEREAS, this document is intended to memorialize a legally enforceable payment obligation of the WNY Entities for the benefit of the Town,

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed as follows:

1. The terms and conditions of this Agreement are dependent upon and specifically subject to the actual installation and substantial completion of the Project infrastructure and receipt of any government approvals necessary to operate the same. The term “substantial completion” shall be defined as that point at which the Town can provide the water gallonage anticipated herein to the WNY Facilities (regardless of whether the WNY Entities have installed the equipment necessary to bring water from the transmission main to their facilities.
2. WNY Cheese shall offer for dedication to the Town (at no cost to the Town) the approximately \$1,600,000.00 worth of water line and water infrastructure improvements made by WNY Cheese, upon substantial completion of the same. Dedication of such improvements is integral to the Project being undertaken by the Town and any commitment or obligation of the Town to provide water to the WNY Facilities is conditioned upon such dedication.
3. WNY Cheese and WNY Enterprises acknowledge that each has requested the special benefit provided for herein and do expressly waive any protection each may otherwise have pursuant to Section 305(5) of the New York State Agriculture and Markets Law and shall be deemed to “directly benefit” from the Project for purposes of Section 305(5).
4. The Town shall upon completion of the Project make available to the WNY Facilities no less than two hundred seventy-two thousand (272,000) gallons of water per day from Town infrastructure.
5. At its sole discretion, the Town will obtain outside financing for the initial cost of the Project and the WNY Entities shall be responsible to repay a portion of the costs of the Project over time, through regular annual installments billed on a combined unit basis (hereafter “Capital Charge”).

6. The WNY Entities agree to pay to the Town the sum of Nine Hundred Fifty One Thousand Eight Hundred Forty Four and NO/100ths Dollars (\$951,844.00) (hereafter "Proportionate Project Cost") based on financing the total cost of the Project over a thirty (30) year period at an annual interest rate of 3.00%, which when divided by the anticipated annual debt charge cost per unit of \$35.02, equals a total of 906 combined annual debt charge units that the WNY Entities will be responsible for paying and that shall form the basis of the Capital Charge. It is understood and agreed by the Town and the WNY Entities that if the Town receives long-term financing at a different rate than used to calculate the above debt (3.00%), the obligation amount set-forth above shall be adjusted to reflect the actual interest rate to be paid by the Town.

7. The WNY Entities acknowledge that the above calculation of their Proportionate Project Cost will result in an approximate combined annual payment obligation (Capital Charge) from them of Thirty One Thousand Seven Hundred and Twenty Eight and 12/100ths Dollars (\$31,728.12) which is based on 906 units x \$35.02/unit, that such number is inclusive of interest on the long-term debt service and that such number may change if the cost per unit is adjusted in the future should the Town obtain more beneficial financing than anticipated or should additional users become responsible for annual debt service payments.

8. The WNY Entities shall pay the recurring annual Capital Charge for repayment of debt service associated with the Project which will be in addition to other standard charges of the Town for the provision of water which appear on a regular quarterly bill.

9. In no event will the Capital Charge be reduced as a result of the WNY Entities not using the full allocation of water gallonage.

10. The WNY Entities expressly agree that the above Proportionate Project Cost and resultant Capital Charge are debts owed to the Town and that the WNY Entities will be responsible for repayment of such obligations even if they do not use any or all of the water allocated to them under this Agreement.

11. The Town shall charge and the WNY Entities shall pay the Capital Charge for so long as necessary for the Town to recover the Proportionate Project Costs allocated to the WNY Entities.

12. Unpaid Capital Charges shall be subject to all collection procedures that are available for other special benefit charges to other benefitted properties served by the Town, which shall include but not be limited to such unpaid charges being levied against the tax bill of the WNY Property. Said re-levy shall occur for any Capital Charge or other unpaid fee or charge that becomes due and remains unpaid as of October 15th of any given year.

13. The first annual Capital Charge payment will be due and payable no later than thirty (30) days after issuance of the first Town and County real property tax bill after substantial completion of the Project, which shall be defined as that point at which the Town can provide the water gallonage anticipated herein to the WNY Facilities (regardless of whether the WNY Entities have installed the equipment necessary to bring water from the transmission main to

their facilities as required by paragraph 14 below) and said Capital Charge shall thereafter and on an annual basis be placed on the Town and County tax bill for the WNY Property until such time when the Proportionate Project Cost has been paid in full.

14. The WNY Entities acknowledge and agree that they shall be solely responsible for the installation and associated costs necessary (which may include pumping) to bring water from the Town's water transmission main to the WNY Facilities. Such improvements will require the installation and maintenance of a meter and back-flow prevention device that meets with the approval of the Town. The WNY Entities shall be responsible for the cost of the required annual inspection of such back-flow prevention device.

15. The WNY Entities agree that they shall install and make operational all infrastructure (to include all piping, meter and back-flow prevention device) necessary to commence receiving water from the Town, and shall start using its allocation of water from the Town no later than thirty (30) days from the date upon which the Town provides written notice that the Town is able to deliver water as anticipated under this Agreement.

16. All water used by the WNY Entities pursuant to this Agreement shall be charged at the then current rate charged to industrial customers of the York Water Districts, which may be amended by the Town from time to time.

17. The WNY Entities acknowledge and agree that they will continue to be responsible for their Proportionate Project Cost and timely payment of all Capital Charges associated therewith, and as set forth hereunder, even if the Town is temporarily unable to deliver the allocated water provided for herein, resulting from necessary water emergency restrictions as determined by the Town in its sole discretion, acts of God, unavoidable delays due to strikes, lockouts, labor troubles, inability to procure materials (including energy), power, casualty, inclement weather, governmental laws, orders or regulations, riots, insurrection, war or other reason of a like nature not the fault of the Town.

18. In addition to their Proportionate Project Cost and timely payment of all Capital Charges associated therewith, the WNY Entities shall be responsible for the Real Property Tax Charges, the intent being for the WNY Entities to fully indemnify and hold the Town harmless from the same, subject to the conditions of this paragraph and paragraph 19. below. All Real Property Tax Charges shall be reimbursed to the Town by the WNY Entities based on an additional number of units (equal in value per unit to those set forth in paragraphs 4. and 5. above) that will be assessed to equal the total tax liability. This indemnification provision shall remain in full force and effect until such time that the debt service for the Project costs have been fully satisfied, the Water Tank is no longer in service, or the Tax Exemption is granted by action of the Covington Town Board and the Wyoming County Board of Supervisors, whichever occurs first.

19. Noblehurst and the Town shall continue to negotiate in good faith with the governing authorities of the Town of Covington and use their respective best efforts to secure the Tax Exemption, including by Noblehurst conveying the Covington Property to the Town. The WNY Entities shall be fully and automatically discharged and released from their obligations in

paragraph 18. above upon the first to occur of: (a) the full satisfaction of the debt service for the Project; (b) the retirement or removal from service of the Water Tank; or (c) the granting of the Tax Exemption by action of the Covington Town Board and the Wyoming County Board of Supervisors.

20. This Agreement is intended to apply only to the WNY Entities and Noblehurst and to the WNY Property designated above. The rights of the WNY Entities hereunder, including but not limited to their right to purchase water, may not be assigned to any third party without the express written consent of the Town. In addition, the WNY Entities may not assign, sell or otherwise transfer any portion of their allocated water to any other entity or individual located outside of the area designated above as WNY Property without the express written consent of the Town, which may be withheld at the Town's sole discretion. Notwithstanding the foregoing, the WNY Entities may allocate and/or assign the water supply between them as they see fit, and any sale or assignment of any rights hereunder by WNY Cheese and/or WNY Enterprise to a new business entity wholly owned or controlled by WNY Cheese and/or WNY Enterprise, or created by the transfer of or merger of WNY Cheese and/or WNY Enterprise with a new business entity, shall be permitted upon application to the Town. In the event that the Town consents in writing to WNY Cheese and/or WNY Enterprise assigning, selling or transferring any portion of their allocated water supply, WNY Cheese and/or WNY Enterprise (as applicable) shall continue to be responsible for the full and timely payment of all Capital Charges as set forth herein and the same shall not be off-set or reduced by such assignment, sale or transfer of any portion of water supply allocated to the WNY Entities herein.

21. In the event of a sale or lease to a third party of all or part of the real estate herein described as WNY Property, the land sold shall continue to be benefitted and burdened by the terms, conditions and covenants set forth herein. In such instance, the deed or lease of said premises must be made explicitly subject to the express assumption of liability for liabilities and duties of the WNY Entities hereunder to the extent of the share or portion of the property transferred or leased. By way of example, if fifteen per cent (15%) of the WNY Property shall be sold or leased to a third party, such third party must assume to the Town to the extent of fifteen per cent (15%) of the WNY Entities' responsibility to the Town.

22. WNY Cheese has the full right, power and authority to enter into this Agreement and to comply with the terms, conditions and provisions hereof. This Agreement has been duly executed and delivered by WNY Cheese pursuant to proper authorization by its owners, shareholders or members.

23. WNY Enterprise has the full right, power and authority to enter into this Agreement and to comply with the terms, conditions and provisions hereof. This Agreement has been duly executed and delivered by WNY Enterprise pursuant to proper authorization by its owners, shareholders or members.

24. Noblehurst has the full right, power and authority to enter into this Agreement and to comply with the terms, conditions and provisions hereof. This Agreement has been duly executed and delivered by Noblehurst pursuant to proper authorization by its owners, shareholders or members.

25. If any provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remainder of this Agreement shall not be affected or impaired thereby.

26. Failure by any party to insist upon performance of any provisions of this Agreement at any time shall not represent a waiver by any party of its right to insist upon or seek enforcement of the same provision or any other provisions hereto at any subsequent time.

27. 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.

28. This Agreement shall be subject to the exclusive jurisdiction of the courts of Livingston County, New York and the parties irrevocably and expressly agree to submit to the jurisdiction of the courts of the State of New York for the purpose of resolving any disputes among the parties relating to this Agreement.

29. In the event any party commences litigation to enforce the terms and conditions of this Agreement, or the other agreements contemplated hereunder, the prevailing party in such proceedings shall be entitled to recover its reasonable attorneys' fees, together with all costs and expenses incurred in conjunction with such proceedings.

30. There are no other agreements or understandings, either oral or written, between the parties affecting this Agreement. No changes, additions or deletions of any portions of this Agreement shall be valid or binding upon the parties hereto, unless the same is approved in writing by both parties.

31. This Agreement is intended to memorialize a legally enforceable debt owed by WNY Cheese and WNY Enterprises to the Town.

32. This Agreement shall run with the land with regard to the WNY Cheese Property designated as 1840 Craig Road, Pavilion, New York and Tax Identifier Map Parcel No. 49.-1-12.12, and this Agreement (or a memorandum of the same) shall be recorded and filed in the Office of the Livingston County Clerk and indexed as a lien against the WNY Property so as to put all future owners of such property on notice as to the obligations set forth herein.

33. This Agreement shall be binding upon and shall inure to the benefit of each of the parties hereto and their successors and permitted assigns.

34. This Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument. Counterpart signature pages to this Agreement transmitted by facsimile transmission, by electronic mail in portable document format (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original signature

Attorney Campbell informed the Board that the second resolution will pertain to the need to award the Water Storage Tank contract.

Clark Patterson Lee submitted a recommendation to award the contract for Contract No. 2, to Statewide Aquastore, Inc. in the amount of \$ 796,680.00.

2) Tank Contract:

RESOLUTION offered by Mrs. Parnell and seconded by Mr. Gates to approve the following:

**TOWN BOARD
TOWN OF YORK
COUNTY OF LIVINGSTON**

RESOLUTION

At an emergency meeting of the Town Board of the Town of York, Livingston County, State of New York, held at the York Town Hall on the 4th day of January, 2018.

WHEREAS, the Town of York has undertaken certain infrastructure improvements for the benefit of the Town of York Consolidated Water District, which said improvements include, but are not limited to the construction of a ground level water storage tank in the Town of Covington, Wyoming County (hereafter “Water Tank”); and

WHEREAS, the Town of York’s engineer, Clark, Patterson, Lee has assisted the Town with competitively bidding the Water Tank project; and

WHEREAS, the Town Board received one qualified bid for the Water Tank project, to wit: Statewide Aquastore, Inc.; and

WHEREAS, the Base Bid for the Water Tank project was \$710,880.00 and the Alternate Bid was \$85,800.00; and

WHEREAS, the Town’s Engineer, by letter dated November 8, 2017 from Eric Wies, P.E. has recommended that the Town award the contract for Contract No. 2 of the Water Tank project to Statewide Aquastore, Inc. as provided for above; and

WHEREAS, the Town Board deems it to be in the best interest of the Town of York and the Consolidated Water District to award the contract pursuant to such bid so that the Water Tank construction can be finalized.

NOW, THEREFORE, upon motion by Mrs. Parnell, seconded by Mr. Gates, it is hereby:

RESOLVED, that the York Town Board awards Contract No. 2 – Water Storage Tank to Statewide Aquastore, Inc. for the Base Bid of \$710,880.00 and also awards to Statewide Aquastore, Inc. Alternate Bid A-1 in the amount of \$85,800.00 for a total award of \$796,680.00; and be it further

RESOLVED, that the Town Supervisor is authorized to execute any necessary contract documentation to effect such award as provided for by this Resolution.

VOTE OF THE BOARD:

Gerald Deming, Supervisor	Aye
Lynn Parnell	Aye
Norman Gates	Aye
Amos Smith	Aye
Frank Rose Jr.	Absent

**BY ORDER OF THE TOWN
BOARD OF THE TOWN OF
YORK**

Christine Harris, Town Clerk

Voted on and approved, Yes-4, No-0, Absent-1.

3) Transfer of Funds:

RESOLUTION offered by Mr. Smith and seconded by Mr. Gates to approve the following:

**TOWN BOARD
TOWN OF YORK
COUNTY OF LIVINGSTON**

RESOLUTION

At an emergency meeting of the Town Board of the Town of York, Livingston County, State of New York, held at the York Town Hall on the 4th day of January, 2018.

WHEREAS, the Town of York has undertaken certain infrastructure improvements for the benefit of the Town of York Consolidated Water District, which said improvements include, but are not limited to the construction of a ground level water storage tank in the Town of Covington, Wyoming County (hereafter “Water Tank”); and

WHEREAS, by Bond Resolution dated August 1, 2017, the Town of York authorized up to \$2,240,000.00 of borrowing for completion of certain improvements to the Town of York Consolidated Water District, including construction of the Water Tank and appurtenant improvements (hereafter “Bond Resolution”); and

WHEREAS, the Town of York’s engineer, Clark, Patterson, Lee has assisted the Town with competitively bidding the Water Tank project; and

WHEREAS, the Town Board received one qualified bid for the Water Tank project, to wit: Statewide Aquastore, Inc. with a Base Bid for the Water Tank project of \$710,880.00 and an Alternate Bid of \$85,800.00, for a total of \$796,680.00; and

WHEREAS, by Resolution dated January 4, 2018 the Town of York Town Board awarded the contract to Statewide Aquastore, Inc. pursuant to the above bid parameters; and

WHEREAS, the Town Board deems it to be in the best interest of the Town of York and the Consolidated Water District to advance certain funds from the Consolidated Water District fund balance until such time that the Town has completed short-term or long- term financing as contemplated by the Bond Resolution to pay for the costs associated with the Water Tank.

NOW, THEREFORE, upon motion by Mr. Smith, seconded by Mr. Gates, it is hereby:

RESOLVED, that the York Town Board on behalf of the Consolidated Water District authorizes the sum of \$250,000.00 to be advanced from the fund balance in the Consolidated Water District account (as an inter-fund loan) to be used as a preliminary payment to Statewide Aquastore, Inc. until such time that financing pursuant to the Bond Resolution dated August 1, 2017 can be obtained, at which time the Consolidated Water District shall be repaid the full amount advanced from its fund balance; and be it further

RESOLVED, that the Town Supervisor is authorized to execute any necessary documentation to effect this Resolution.

VOTE OF THE BOARD:

Gerald Deming, Supervisor	Aye
Lynn Parnell	Aye
Norman Gates	Aye
Amos Smith	Aye
Frank Rose Jr.	Absent

**BY ORDER OF THE TOWN
BOARD OF THE TOWN OF
YORK**

Christine Harris, Town Clerk

Voted on and approved, Yes-4, No-0, Absent-1.

OTHER

1) Solar committee meetings:

Councilman Smith asked for clarification from Attorney Campbell on questions previously raised by Mr. Richenberg regarding solar committee meetings, specifically if they need to be open to the public and if minutes need to be taken.

Attorney Campbell commented going forward he would suggest that the meetings be open to the public, allowing participation if the members desire. Minutes should also be taken in order to record the progression. Supervisor Deming stated that he has already spoken with a committee member and she has agreed to officially record minutes for future meetings.

With no other business before the Board...

ADJOURNMENT

RESOLUTION offered by Mrs. Parnell and seconded by Mr. Smith to adjourn the Emergency meeting at 4:40 p.m. Voted on and approved, Yes-4, No-0.

Respectfully Submitted,

Christine M. Harris,
York Town Clerk

