

REGULAR MEETING, TOWN OF LIVONIA
April 21, 2022

A regular meeting of the Town Board of the Town of Livonia, County of Livingston and the State of New York was held at the Livonia Town Hall, 35 Commercial Street, Livonia on April 21, 2022.

PRESENT: Eric Gott, Supervisor
Joseph Breu, Councilmember
Peter Dougherty, Councilmember
Andy English, Councilmember -absent
Matt Gascon, Councilmember
Hayley Anderson, Clerk
Jim Campbell, Attorney, Town of Livonia-present by phone

OTHERS PRESENT: Several Residents.

The Town Board meeting was called to order by Supervisor Gott at 7:00 PM. Ray Kase led the pledge.

PRIVILEGE OF THE FLOOR

Ben Woodruff reported the Livonia Joint Fire District recently purchased a new Fire Truck. The company that built the truck, chose to feature it in the Month of June. Ben handed out calendars to each town board member.

A resident spoke about the AV usage at the education center. He stated that hybrid meetings are not up to standards because of the technology and echo of the room. The remaining balance is about \$4,000.00. Conesus has agreed to a \$1500.00 donation. Councilman Gascon states that there are big projects coming up this year, and the Town has built that building and maintains it.

Supervisor Gott reported there will be a community cleanup this Saturday, April 23 around Conesus, and Hemlock Lake. This is a county wide initiative.

Supervisor Gott reported that assessment update has gone well, and his goal will be to drop the town tax rate by at least 20% for next year. He fears these values are artificial and his mission in the next 4 years will be to educate the community on how this process works, as it will not be fair to the next Town Board Members and Supervisor to walk into an inevitable tax increase when the values drop again.

Supervisor Gott reported Lisa, Dawn and Elyssa have done a wonderful job managing this situation and residents are very happy and have reported positive feedback on how

REGULAR MEETING, TOWN OF LIVONIA
April 21, 2022

Elyssa is handling the calls.

There are no updates on the Water Process currently. Income survey is at a standstill and the Town may be ineligible for Grant money anyway. If that is the case, we will just move forward.

Councilman Gascon reported LCWSA was allotted 1.25 million for rehab on 26 sewer pump stations around Conesus Lake.

Security for Grievance night suggested by Clerk Anderson and Board will get with Lisa for dates and times and have security present.

RESOLUTION 59-2022

DONATION TO EDUCATION CENTER

On motion of Councilmember Breu seconded by Councilmember Gascon the following resolution was

ADOPTED Ayes - 4 (Gott, Breu, Dougherty, Gascon)
 Nays – 0

Resolved to Donate \$1,500.00 towards equipment in the Education Center at Vitale Park.

RESOLUTION 60-2022

APPROVAL FOR ENGINEERING AND BID PROCESS ON BOX CULVERT FOR BLANK ROAD PROJECT

On motion of Councilmember Gascon seconded by Councilmember Dougherty the following resolution was

ADOPTED Ayes - 4 (Gott, Breu, Dougherty, Gascon)
 Nays – 0

Resolved to authorize Clark Patterson to move forward with engineering and bidding documents to continue to move the project forward on Blank road.

RESOLUTION 61-2022

TOWN CLERK REPORT

Paid to Supervisor for the General Fund	\$3,337.94
Paid to County Treasurer for Dog Licenses	\$245.00
NYS Comptroller’s Office (Bingo and Games of Chance Licenses)	0.00
Paid to NYS Ag & Markets for the Spay/Neuter Program	\$113.00
Paid to NYS Environmental Conservation for Hunting/Fishing Licenses	\$165.32
State Health Department (marriage licenses)	45.00
TOTAL DISBURSEMENTS	\$3,906.26

REGULAR MEETING, TOWN OF LIVONIA
April 21, 2022

Shredding Event-

Would like to have June 11th from 9am-11am should board agree. The cost of the event has raised from \$200 an hour to \$300 an hour. We will only hold one event this year.

Taxes have been settled with the county and I turned over \$1,685,847.37.
Penalties paid in the amount of \$7,663.61

Laserfische Cloud is up and running. I am working on building forms for website.

On motion of Councilmember Dougherty seconded by Councilmember Breu the following resolution was

ADOPTED Ayes - 4 (Gott, Breu, Dougherty, Gascon)
Nays – 0

Resolved to approve Clerk Anderson's report.

RESOLUTION 62-2022

SHREDDING EVENT 2022

On motion of Councilmember Dougherty seconded by Councilmember Breu the following resolution was

ADOPTED Ayes - 4 (Gott, Breu, Dougherty, Gascon)
Nays – 0

Resolved to approve Clerk Anderson to have a shredding event on June 11th, 2022 from 9am-11am.

RESOLUTION 63-2022

APPROVE MEETING MINUTES FROM 03/17/2022

On motion of Councilmember Gascon seconded by Councilmember Dougherty the following resolution was

ADOPTED Ayes - 4 (Gott, Breu, Dougherty, Gascon)
Nays – 0

Resolved to approve the meeting minutes from 03/17/2022

RESOLUTION 64-2022

LEASE OF BUILDING AT 5074 RICHMOND MILLS ROAD

On motion of Councilmember Breu seconded by Councilmember Gascon the following resolution was

ADOPTED Ayes - 4 (Gott, Breu, Dougherty, Gascon)

REGULAR MEETING, TOWN OF LIVONIA
April 21, 2022

Nays – 0

Resolved to authorize the signing of the Lease Agreement. See end of minutes.

RESOLUTION 65-2022

APPROVE DEPUTY SUPERVISOR PETE DOUGHERTY TO SIGN CHECKS WHEN SUPERVISOR IS UNABLE.

On motion of Councilmember Gascon seconded by Councilmember Breu the following resolution was

ADOPTED Ayes - 4 (Gott, Breu, Dougherty, Gascon)
Nays – 0

MUNICIPAL AUTHORIZATION RESOLUTION

Be it resolved that,

1. Five Star Bank is designated as a depository for the funds of the Town of Livonia.
2. This resolution shall continue to have effect until express written notice of its rescission or modification has been received and recorded by Five Star Bank.
3. All transactions, if any, with respect to any opening of account(s), deposits, withdrawals, rediscounts and borrowings by or on behalf of the Town of Livonia with Five Star Bank prior to the adoption of this resolution are hereby ratified, approved and confirmed.
4. Any of the persons named below, so long as they act in a representative capacity as agents of the Town of Livonia, are authorized to make any and all other contracts, agreements, stipulations and orders which they may deem advisable for the effective exercise of the powers indicate below, from time to time, with Five Star Bank, concerning funds deposited in said Financial Institution, moneys borrows from said Financial Institution or any other business transacted by and between said Financial Institution subject to any restrictions stated below.
5. Any and all prior resolutions adopted by the Town Board of the Town of Livonia and certified to Five Star Bank as governing the operation of the Town of Livonia's account(s), are in full force and effect, unless explicitly supplemented or modified by this authorization or previously revoked or cancelled in a written instrument delivered to and recorded by Five Star Bank.

REGULAR MEETING, TOWN OF LIVONIA
April 21, 2022

6. The Town of Livonia agrees to the terms and conditions of any account agreement, properly opened by any authorized representative(s) of this Municipality, and authorizes Five Star Bank, at any time, to charge the Town of Livonia for all checks, drafts, or other orders, for the payment of money, that are drawn on Five Star Bank, regardless of by whom or by what means the signature(s) thereto may have been affixed, so long as they resemble the signature specimens in Section C (or the signature specimens that the Town of Livonia files with Five Star Bank from time to time) and contain the required number of signatures for this purpose.

7. Transfer of funds:
 - a. Five Star Bank is authorized to honor any written instructions (including, but not limited to, requests for loan advances and wire transfer requests) that may be received by Five Star Bank from time to time via electronic mail, telephone, facsimile machine or other device customarily used in business, directing the transfer of funds to or from the Town of Livonia's accounts at Five Star Bank, provided that said instructions bear, or appear to bear, the signatures of the required number of Authorized Officers, and such signatures on the facsimile, regardless of how or by whom affixed, resemble the specimen signatures filed with Five Star Bank, and Five Star Bank shall have no duty to inquire further.

 - b. The Town of Livonia acknowledges and agrees that
 - i. In furthering the transfer, Five Star Bank may make use of any banking channels or other facilities which it may elect, all without liability for any acts or failures to act (including any failure to identify the intended transferee), on the part of any of its branches or correspondents, or for any failure of the amount to reach the intended transferees;

 - ii. If Five Star Bank has been instructed to make a wire transfer but is unable to do so with reasonable promptness, Five Star Bank may proceed to effect the transfer by any means that it shall deem expedient in the circumstances;

 - iii. Five Star Bank may send any message about a transfer in any language or medium and shall not be liable for errors, delays or defaults in the transmission of any message by mail or wire facilities employed by it or by any of its branches or

REGULAR MEETING, TOWN OF LIVONIA
April 21, 2022

correspondents or for any total or partial suspension of the means of transmission: and

- iv. If a refund is requested prior to the completion of the transfer, Five Star Bank will attempt to effect a cancellation of any instruction to pay which may have been issued, and upon receipt by it of confirmation of cancellation and the return to it of whatever funds it may have previously paid or credited to any third party for the purpose of furthering the transfer, Five Star Bank will refund the amount, less its expenses and those of any correspondent or other party for the transfer, to the Town of Livonia.
8. The Authorized Officers are individually empowered to delegate to other persons the authority to perform transactions with respect to the accounts of the Town of Livonia, such authority being more particularly described in documents delivered to Five Star Bank in such form as Five Star Bank may require, and to change and revoke such delegations from time to time; that Five Star Bank is entitled to rely upon such delegations of authority and to accept instructions from such other persons as being fully authorized by the Town of Livonia.
9. The Town of Livonia shall indemnify, defend and hold harmless Five Star Bank from and against any and all claims, losses, liabilities, costs, damages and expenses (including costs of settlement and appeal and reasonable attorney fees) which Five Star Bank may sustain or incur by reason of its having acted at any time in reliance upon any certification by any officer of the Town of Livonia to Five Star Bank of this, or any other resolution, or of the signature of any officer of the Town of Livonia (or his or her delegate).
10. The Town of Livonia hereof approves the loan documents, including but not limited to, the Promissory Note, Mortgage, Security Agreement, Assignment of Leases, Rents and Profits and any other loan documents evidencing the loan or loans from Bank to Municipality.
11. That the Town of Livonia acknowledges and agrees that in the event that the Town of Livonia, either prior or subsequent to the date of this resolution:
- a. Submits or has submitted other resolutions of the Town of Livonia to Five Star Bank, and/or
 - b. Enters or has entered into any account agreements or other agreements with Five Star Bank which conflict with the terms of this resolution,

REGULAR MEETING, TOWN OF LIVONIA
April 21, 2022

then Five Star Bank may act in accordance with any of the resolutions and/or agreements, without liability whatsoever to the Town of Livonia, until such time as the Town of Livonia has expressly revoked or canceled the conflicting provisions of any such resolution or agreement in a written instrument delivered to, and recorded by, the office of Five Star Bank at the following address:

Five Star Bank, P.O. Box 110, Warsaw, New York 14569,
Attention: Banking Center

- c. If indicated, any person listed below (subject to any expressed restrictions) is authorized to:

Name and Title _____

- (A) Eric Gott, Town Supervisor
- (B) Peter Dougherty, Deputy Supervisor
- (C) Colleen West Hay, Secretary

Indicate A, B, and/or C

AB (1) Exercise all of the powers listed in (2) through (7)

_____ (2) Open any deposit or checking account(s) in the name of this Municipality.

_____ (3) Endorse checks and orders for the payment of money and withdraw funds on deposit with Five Star Bank.

Number of authorized signatures required for this purpose: 1

_____ (4) Borrow money on behalf and in the name of this Municipality, sign, execute and deliver promissory notes or other evidences of indebtedness and execute and deliver loan documents to pledge collateral for such indebtedness.

Number of authorized signatures required for this purpose: 1

_____ (5) Endorse, assign, transfer, mortgage or pledge bills receivable, warehouse receipts, bills of lading, stocks, bonds, real estate or other property now owned or hereafter owned or acquired by this Municipality as security for sums borrowed,

REGULAR MEETING, TOWN OF LIVONIA
April 21, 2022

and to discount the same, unconditionally guarantee payment of all notes, bills received, negotiated or discounted and to waive demand, presentment, protest, notice of protest and notice of non-payment.

Number of authorized signatures required for this purpose: 1

 (6) Enter into written lease for the purpose of renting and maintaining a Safe Deposit Box in Five Star Bank

Number of authorized signatures required to terminate the lease: 1

 C (7) Enter into any arrangement with Five Star Bank, such as remote deposit capture, cash management, bill payment, automated clearing house, or other services or products offered by Five Star Bank.

Number of authorized signatures required to enter into any written agreement in connection with this purpose: 1

- d. I further certify that the Town Board of the Town of Livonia has, and at the time of adoption of this resolution had, full power and lawful authority to adopt the foregoing resolutions and to confer the powers granted to the persons named who have full power and lawful authority to exercise the same.

RESOLUTION 66-2022

INSTALLATION OF STORY WALK AT VITALE PARK

On motion of Councilmember Dougherty seconded by Councilmember Breu the following resolution was

ADOPTED by Roll Call Vote:

Supervisor Gott-Aye
Councilman Dougherty-Aye
Councilman English- Not Present
Councilman Gascon- Aye
Councilman Breu- Aye

WHEREAS, the Livonia Public Library has applied for, and been awarded a \$4,085.00 grant to install a “Story Walk” at Vitale Park; and

WHEREAS, the Livonia Public Library has already received such grant funds and has deposited the same into the Library Fund; and

REGULAR MEETING, TOWN OF LIVONIA
April 21, 2022

WHEREAS, Vitale Park is owned by the Town of Livonia and any improvements therein require approval of the Town Board; and

WHEREAS, the Town Board of Livonia has determined that construction of a 12 station “Story Walk” at Vitale Park would enhance the Park and be a benefit to the residents of the Town of Livonia and other visitors and patrons of the Vitale Park; and

WHEREAS, the Town Board wishes to grant its consent to the Livonia Public Library to undertake and fund the construction of the “Story Walk” in furtherance of the grant that the Livonia Public Library received for such purposes.

NOW THEREFORE BE IT RESOLVED, after due deliberation and consideration of all information received concerning the proposed action, the Town Board of the Town of Livonia hereby:

RESOLVES, that the Livonia Public Library is hereby authorized to cause the construction of the “Story Walk” within the Vitale Park premises, at a specific location to be determined between the Livonia Public Library and the Town, which may include the Vitale Park Staff; and it is further

RESOLVED, that the expenses associated with construction and placement of the “Story Walk” will be paid from the Library Fund, which holds the \$4,085.00 in grant funds already received for such project; and be it further

RESOLVED, that the Livonia public Library shall be responsible for all future costs associated with the maintenance and upkeep of the “Story Walk.”

RESOLUTION 67-2022

ACCEPT RESIGNATION OF PAGE BETTY PRIBANICH

On motion of Councilmember Dougherty seconded by Councilmember Breu the following resolution was

ADOPTED Ayes - 4 (Gott, Breu, Dougherty, Gascon)
Nays – 0

Resolved to accept the resignation of Betty Pribanich as Page effective 4/23/2022.

RESOLUTION 68-2022

APPROVE THE PURCHASE OF STREET SWEEPER FOR HIGHWAY DEPARTMENT

On motion of Councilmember Breu seconded by Councilmember Gascon the following

REGULAR MEETING, TOWN OF LIVONIA
April 21, 2022

resolution was

ADOPTED Ayes - 4 (Gott, Breu, Dougherty, Gascon)
Nays – 0

Resolved to purchase a street sweeper from Monroe Tractor in the amount of \$68,600

RESOLUTION 69-2022

SURPLUS HIGHWAY EQUIPMENT

On motion of Councilmember Gascon seconded by Councilmember Dougherty the following resolution was

ADOPTED Ayes - 4 (Gott, Breu, Dougherty, Gascon)
Nays – 0

Resolved to declare Surplus at highway department on the following items: Hydraulic sweeper, Cab guard, Homelite pump, Three-point tank, Stone box, three point brush hog shoulder reclaimer

RESOLUTION 70-2022

BULK CLEAN UP DAY 2022

On motion of Councilmember Breu seconded by Councilmember Dougherty the following resolution was

ADOPTED Ayes - 4 (Gott, Breu, Dougherty, Gascon)
Nays – 0

Resolved to contract Shanks Ent for Bulk Cleanup Day from 7am-10am on June 25th, 2022 at the Highway Department.

RESOLUTION 71-2022

AUTHORIZE EQUIPMENT PURCHASE FOR AMBULANCE DISTRICT

On motion of Councilmember Breu seconded by Councilmember Dougherty the following resolution was

ADOPTED Ayes - 4 (Gott, Breu, Dougherty, Gascon)
Nays – 0

WHEREAS, on March 11, 2021, Joe Biden, the President of the United States of America, signed into law the American Rescue Plan Act (ARPA) which provides financial assistance to assist in the continued relief from the impact of the Covid-19 pandemic; and
WHEREAS, approximately \$350 billion of The ARPA funding was allotted to assist the

REGULAR MEETING, TOWN OF LIVONIA
April 21, 2022

United States' state, local, tribal, and territory governments in responding to the coronavirus pandemic; and

WHEREAS, Sections 602(b) and 603(b) of the Social Security Act as added by section 9901 of the American Rescue Plan Act, Pub. L No. 117-2 (March 11, 2021) authorized the Department of the Treasury to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund; and

WHEREAS, the Town of Livonia (the Town) is expected to receive \$627,485.28 in funding; such funding to be received in two tranches, with approximately one half within 60 days of the plan passage, and the remaining funding approximately 12 months later; and

WHEREAS, the Town has received the first tranche of ARPA funds from the United States Department of Treasury via transfer from the State of New York in the amount of \$313,742.64; and

WHEREAS, the Town Board recognizes that periodic modifications to the adopted budget for the fiscal year are necessary for fiscal management purposes and to implement changes to the Town Board's fiscal policy which have occurred after the adoption of the Fiscal Year 2022 Budget;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN BOARD OF THE TOWN OF LIVONIA, NEW YORK :

SECTION 1. The Town Board acknowledges the receipt of and does hereby accept the allocation of funds in the amount of \$627,485.28 allocated to it by the ARPA; and such funds will be placed in a deferred revenue account (A691) for the purpose of tracking all approved transactional activities.

SECTION 2. The Town Board hereby amends the Town's adopted Budget for Fiscal Year 2022, to allocate ARPA funds in the amount of \$156,871.00 to support the Town of Livonia Ambulance District by the purchase of stretchers and power cots and authorizes an amendment to increase appropriations in (A) 4089 Federal Aid by \$156,871.00, and to increase expenditures in (A) 4540.2 Ambulance Equipment line by \$156,871.00.

SECTION 3. The Town Board authorizes payment in the amount of \$156,871.00 to Stryker Corporation for such stretchers and power cots, such funds to come out of the (A) 4540.2 Ambulance Equipment line.

SECTION 4. The above purchase complies with the Town's procurement policy in that the procurement contract is being made on the basis of best value, as defined in §163 of the New York State Finance Law, as provided for in Local Law # 1 of 2014, duly adopted by the Town Board of the Town of Livonia on March 20, 2014.

SECTION 5. This Resolution shall become effective immediately upon execution.

RESOLUTION 72-2022

FUEL SURCHARGE FROM EXTREME LAWN CARE

On motion of Councilmember Breu seconded by Councilmember Dougherty the following resolution was

ADOPTED Ayes - 4 (Gott, Breu, Dougherty, Gascon)

REGULAR MEETING, TOWN OF LIVONIA
April 21, 2022

Nays – 0

Resolved to authorize Bookkeeper Hay to pay the Fuel Surcharge of \$160.00 monthly, to Extreme Lawncare.

RESOLUTION 73-2022

HOPS IN HEMLOCK ALCOHOL PERMIT

On motion of Councilmember Gascon seconded by Councilmember Dougherty the following resolution was

ADOPTED Ayes - 4 (Gott, Breu, Dougherty, Gascon)

Nays – 0

Resolved to authorize Supervisor Gott to sign the permission letter to the Division of Alcoholic Beverage Control for Hops in Hemlock to take place on 6/4/2022, at the Hemlock Fairgrounds.

RESOLUTION 74-2022

HEMLOCK FAIR ALCOHOL PERMIT

On motion of Councilmember Gascon seconded by Councilmember Dougherty the following resolution was

ADOPTED Ayes - 4 (Gott, Breu, Dougherty, Gascon)

Nays – 0

Resolved to authorize Supervisor Gott to sign the permission letter to the Division of Alcoholic Beverage Control for Hemlock Fair to take place and serve alcohol from July 19-July 23, 2022.

RESOLUTION 75-2022

AUDIT OF CLAIMS

On motion of Councilmember Dougherty seconded by Councilmember Gascon the following resolution was

ADOPTED Ayes - 4 (Gott, Breu, Dougherty, Gascon)

Nays – 0

Resolved to pay claim number 289-356 in the amount of \$165,256.07 from the Abstract dated April 7, 2022.

RESOLUTION 76-2022

REGULAR MEETING, TOWN OF LIVONIA
April 21, 2022

AUDIT OF CLAIMS

On motion of Councilmember Breu seconded by Councilmember Gascon the following resolution was

ADOPTED	Ayes -	4 (Gott, Breu, Dougherty, Gascon)
	Nays –	0

Resolved to pay claims 357-397 in the amount of \$103,418.87 from the Abstract dated April 21, 2022.

With no further business, on a motion of Councilmember Gascon seconded by Councilmember Dougherty the meeting was adjourned at 7:42PM. Carried unanimously.

Respectfully Submitted,

Hayley Anderson
Town Clerk

LEASE AGREEMENT

This LEASE AGREEMENT made as of the 1st day of January, 2022, by and between The Town of Livonia, a Municipal Corporation of the State of New York, having an address of 35 Commercial Street, Livonia, New York 14487, (“Landlord”), and the Livonia Joint Fire District, a Public Benefit Corporation, with an address of 4213 South Livonia Road, Livonia, New York 14487.

ARTICLE I
TERMS AND USE

SECTION 1.1 **THE DEMISED PREMISES**

Landlord hereby leases to Tenant, upon the terms, covenants and conditions set forth in this Lease Agreement (this “Lease”), two metal buildings located

REGULAR MEETING, TOWN OF LIVONIA
April 21, 2022

at the premises known as 5074 Richmond Mills Road. The demised premises consists of two (2) single story metal buildings (one is a cold storage facility and the other has heat and water) owned by Landlord (the “Buildings”) and is located at 5074 Richmond Mills Road in the Town of Livonia, New York, also being located on property known as Tax Identifier Map Parcel Number 76.-1-54. Tenant hereby agrees that the demised premises is let in “AS IS” condition with no representations or warranties, and that Tenant has completed appropriate inspections of said premises to determine its fitness for the purpose and use intended by Tenant.

SECTION 1.2 TERM

The initial term of this Lease (the “Term”) shall be for a period of one (1) year commencing on January 1, 2022 (the “Commencement Date”) and expiring on December 31, 2022 (the “Termination Date”).

SECTION 1.3 USE

Tenant shall use the Demised Premises for purposes of storing equipment used in connection with Tenant’s business purpose, that being operation of a fire department and for no other purpose whatsoever. Tenant shall not use or occupy the Demised Premises in such a manner as to require a Certificate of Need, or a similar corresponding approval, from the New York State Department of Health or any other regulatory agency. Tenant shall comply with and observe, to the extent it is required, all municipal, state and federal rules and regulations concerning the operation of the business within the Demised Premises.

ARTICLE II
RENT

SECTION 2.1 BASE RENT

Tenant covenants to pay to Landlord, without demand, set off or deduction, or at such other place as Landlord may from time to time designate in writing, the annual rent of One Dollars (\$1.00) for the Demised Premises as described herein, payable in advance.

REGULAR MEETING, TOWN OF LIVONIA
April 21, 2022

SECTION 2.2 ADDITIONAL RENT

Tenant also covenants to pay during the Lease Term, as additional Rent, all costs, expenses and other payments which Tenant in any provisions of this Lease assumes and agrees to pay, and in the event of nonpayment thereof, Landlord shall have all the rights and remedies provided herein or by law in the case of nonpayment of rent.

ARTICLE III
OPERATING COSTS

SECTION 3.1 SERVICES AND UTILITIES

a) Heat

Tenant shall be responsible for any utility costs associated with furnishing heat to the Demised Premises and any such utility shall be in Tenant's name.

b) Electric Power

Tenant shall pay for all electric usage used or consumed as necessary for general Tenant's use and any such utility shall be in Tenant's name.

c) Water/Sewer

Tenant shall be responsible for the cost of water and sewer charges necessary for the operation of the Tenant's business on the Demised Premises and any such utility shall be in Tenant's name.

d) Parking Area

Tenant agrees to maintain any parking area adjacent to the buildings on the Demised Premises. Tenant agrees to keep such parking areas and related drive ways in repair and in neat and orderly condition, and such parking areas shall have adequate ingress and egress to and from public highways.

e) Cleaning Services

Tenant shall furnish its own cleaning service within the Demised Premises if desired.

REGULAR MEETING, TOWN OF LIVONIA
April 21, 2022

SECTION 3.2 INTERRUPTION OF SERVICES

It is understood and agree that Landlord does not warrant that any of the services referred to in Section 3.1, will be free from interruption. Tenant acknowledges that any one or more of the services may be suspended by reason of accident, repairs, alterations, improvements, strikes or lockouts, by reason of operation of law, or by causes beyond reasonable control of Landlord. No interruption of service shall be deemed an eviction or disturbance of Tenant's use and possession of the Demised Premises or render Landlord liable to Tenant for damages by abatement of Rent or otherwise, direct or consequential, nor shall any interruption in services relieve Tenant from performance by Tenant of its obligations under this Lease.

ARTICLE IV
INSURANCE

SECTION 4.1 LANDLORD'S COVERAGE

Landlord shall keep the building insured during the Term against Loss or Damage by fire, with extended coverage, and such other insurance hazards, amounts and deductibles as Landlord reasonably determines to be appropriate.

SECTION 4.1 TENANT'S COVERAGE

(A) The Tenant agrees to maintain in full force throughout the Lease Term, at its own cost and expense, one or more policies of public liability and property damage insurance which, up to the maximum liability amounts thereof, insures the Tenant and the Landlord (and such other person(s) designated by the Landlord) against liability for injury to persons ad or property (and death) of any person or persons in or about the Demise Premises. Each such policy shall be subject to the advance reasonable approval of the Landlord as to form and insurance company(ies) and shall contain a provision that it cannot be canceled or amended, insofar as it relates to the Demised Premises, without at lease thirty (30) days prior notice to the Landlord. The single limits of liability of such insurance shall not be less than One million Dollars (\$1,000,000.00). The insurance required by this Article shall be primary insurance and the insurer shall be liable for the full amount of the loss up to and including the total limit of liability as set forth in the declarations without the right of contribution from any other insurance coverage held by the landlord.

(B) During the Lease Term, Tenant shall maintain in full force on all

REGULAR MEETING, TOWN OF LIVONIA
April 21, 2022

its merchandise, fixtures, equipment and leasehold improvements in the Demised Premises a policy or policies of fire insurance with standard extended coverage endorsements to the extent of at least eighty percent (80%) of their insurable value, containing the proper coinsurance provisions to prevent Tenant from being a coinsurer. As long as this Lease is in effect, the proceeds from any such policy or policies shall be used for the repair or replacement of the items so insured.

(C) Upon Tenant's failure to procure such insurance and deliver the policies to the Landlord within ten (10) days of demand for such policies by Landlord, the Landlord may, but is not required to obtain such insurance or any of the same and the premium or premiums therefor shall be deemed to be and be paid as additional Rent at the next paying day.

(D) Tenant agrees to give Landlord prompt written notice of any accident, fire or damage occurring on or to the Demised Premises and Common Area.

SECTION 4.3 SUBROGATION

Anything in this Lease to the contrary notwithstanding, neither party shall be liable to the other for damages arising out of the damage or destruction of the contents of the Demised Premises or the Building, or by fire or other casualty which loss would be covered by a standard fire and extended risk insurance policy, whether or not such damage or destruction is the result of negligence on the part of either party, or its agents, servants or employees, it being the understanding and agreement of the parties that the rentals reserved herein have been agreed upon by the parties in contemplation that each of the parties will at its own expense carry its own insurance against such risks and that each party will look to its insurance for indemnity against any such damage. Neither party shall have any interest in the other's insurance or the proceeds thereof.

ARTICLE V
CARE AND REPAIR OF DEMISED PREMISES

Tenant shall, at Tenant's own expense, keep the Demised Premises in good order, condition and repair during the Term. Landlord at Landlord's expense, shall keep in repair and maintain: (a) the exterior of the building; (b) the electrical, heating and other systems serving, located in, or passing through the Demised Premises; (c) plumbing fixtures located in the Building (except those installed by Tenant with Landlord's approval); (d) outside walls, including windows and loadbearing walls (except as to surface damage done or attributable to Tenant); and (e) doors and the roof. Landlord will promptly commence any such repair provided that Landlord in its reasonable judgment

REGULAR MEETING, TOWN OF LIVONIA
April 21, 2022

determines and is aware that the same is necessary.

ARTICLE VI
IMPROVEMENTS

SECTION 6.1 CONSTRUCTION

(a) Any improvements or “build-outs” to the Demised Premises to construct suitable space for Tenant shall be made solely at Tenant’s expense and only after written approval of Landlord. All constructions, additional and improvements, whether temporary or permanent, fixed or movable, made and maintained in or on the said Demised Premises by the Tenant shall be the sole property of the Landlord, and except as otherwise provided shall not be removed or injured by the said Tenant, nor shall the Tenant claim at any time compensation therefor.

(b) The Tenant shall not suffer any mechanic’s lien to be filed against the Demised Premises by reason of work, labor, services or materials performed or furnished to the Tenant or to anyone holding the Demised Premises through or under the Tenant. If any such mechanic’s lien at any time be filed against the Demised Premises, the Tenant shall forthwith cause the same to be discharged of record by payment, bond, order of a court of contempt jurisdiction or otherwise, but if the Tenant should fail to cause such lien to be discharged within ten (10) days after being notified of the filing thereof and before judgment or sale thereunder, then, in addition to any other right or remedy of the Landlord, the Landlord may, but shall not be obligated to, discharge the same by paying the amount claimed to be due or by bonding or other proceeding deemed appropriate by the Landlord, and the amount so paid by the Landlord and/or all costs and expenses, including reasonable attorney’s fees, incurred by the Landlord in procuring the discharge of such lien, shall be deemed to be Additional Rent for the Demised Premises and shall be due and payable by the Tenant to the Landlord on the first day of the next following month. Nothing in this Lease contained shall be construed as a consent on the part of Landlord to subject the Landlord’s estate in the Demised Premises to any lien or liability under the Mechanic’s Lien Law or other law of the State of New York.

(c) Tenant agrees not to enter into, execute or deliver any financing agreement or create any security interest which covers any portion of the Demised Premises.

ARTICLE VII
INDEMNIFICATION

REGULAR MEETING, TOWN OF LIVONIA
April 21, 2022

Tenant agrees that, except for negligent or willful acts or omissions of Landlord and Landlord's agents, employees and invites, it will indemnify and save Landlord harmless from and against any and all liabilities, losses, damages, costs, expenses, suits, judgments and claims by or on behalf of any person, firm, corporation or governmental authority, for injury or damage to person or property, of any nature and however caused, arising during the Term in any part of the Demised Premises or the buildings thereon or out of the use, occupation, operation, possession or control by Tenant of the Demised Premises. Tenant further agrees to indemnify and save Landlord harmless from any and all liability arising from any failure by Tenant to perform any of the terms, covenants or conditions of this Lease on Tenant's part to be performed. Tenant's obligations under this Article VII shall survive the termination of the Lease.

ARTICLE VIII
COMPLIANCE WITH LAWS

SECTION 8.1 COMPLIANCE

Tenant, to the extent applicable to its specific use, occupation and operation of the Demised Premises, shall comply with all requirements of all laws, orders, ordinances, rules and regulations of federal, state, county and municipal authorities and with any direction of any public officer or officers, pursuant to law, and with the requirements of the Board of Fire Underwriter or similar body.

SECTION 8.2 PUBLIC INTERFERENCE AND UNAVOIDABLE DELAYS

If the Landlord shall be requires by any lawful authority to alter, remove, reconstruct or improve any part of the building in which the Demised Premises are located, compliance with such lawful authority shall not in any way effect the obligation or covenants of the tenant and the Tenant hereby expressly waives any and all claims for damages or for abatement of rent.

SECTION 8.3 OPERATING PERMITS

Without in any manner limiting the general provisions of Section 8.1, Tenant shall obtain all licenses, permits and approvals required for the use of the Demised Premises permitted by Section 1.4 of this Lease.

SECTION 8.4 CONTEST

Tenant shall have the right, at its own expense, to contest or review by appropriate legal or administrative proceedings the validity or legality of any law, order, ordinance, rule, regulation, direction or certificate of occupancy and during such contest

REGULAR MEETING, TOWN OF LIVONIA
April 21, 2022

Tenant may refrain from complying therewith provided that Tenant shall not undertake such contest unless it: (a) notifies Landlord of its intention to do so; and (b) furnishes such reasonable indemnity to Landlord as Landlord determines to be reasonably necessary to protect its interests.

ARTICLE IX
DAMAGE OR DESTRUCTION

SECTION 9.1 DAMAGE

If the Building is damaged by fire or any other cause to such extent that the cost of restoration, as reasonably estimated by Landlord, will equal or exceed thirty percent of the replacement value of the Building (exclusive of foundation) immediately prior to the occurrence of the damage, or if more than fifty percent of the Demised Premises is rendered untenable by fire or any other cause, Landlord may, no later than the thirtieth day following the damage, give Tenant notice of its election to terminate this Lease. In the event Landlord makes such election, this Lease shall terminate on the third day after giving the notice and the Rent shall be apportioned as of that date. Unless the Landlord elects to terminate this Lease as provided in this Section 9.1, Landlord shall restore the Building and the Demised Premises with reasonable promptness, subject to delays beyond the Landlord's control and delays in making insurance adjustments by Landlord. Landlord need not restore fixtures and improvements owned by Tenant.

SECTION 9.2 ABATEMENT OF RENT

In any case which use of the Demised Premises is effected by any damage to the Building, until such damage shall be repaired, there shall be an abatement in the Rent, calculated by multiplying the Rent for the period from the date of the damage until the date the damage is repaired by a fraction, the numerator of which shall be the square feet of the Demised Premises which are not usable and in fact are not used by Tenant and the denominator of which shall be the number of square feet of the Demised Premises. The words "restoration" and "restore" as used in this Article IX shall include repairs. If the damage results from the fault or neglect of Tenant, or Tenant's servants, employees, agents, visitors or licensees, Tenant shall not be entitled to any abatement or reduction of Rent.

ARTICLE X
ASSIGNMENTS AND SUBLETTINGS

Tenant may not assign this Lease or sublet the Demised Premises in whole

REGULAR MEETING, TOWN OF LIVONIA
April 21, 2022

or in part or otherwise transfer or encumber its leasehold estate without prior consent of Landlord, which consent may be withheld at the sole discretion of the Landlord. Upon any permitted assignment, subletting, transfer or encumbrance, Tenant shall continue to remain primarily liable to Landlord for the full and faithful performance of all Tenant's covenants and obligations under this Lease.

ARTICLE XI
DEFAULT

SECTION 11.1 EVENTS OF DEFAULT

Any one or more of the following events shall constitute an "Event of Default":

(a) Failure by Tenant to pay all Rent within twenty (20) days after the date it is due and payable; or

(b) an assignment or subletting in violation in Article X; or

(c) failure by Tenant to perform or comply with any of the terms, covenants or conditions of this Lease, other than the failure to pay Rent, within twenty (20) days after written notice thereof from Landlord to Tenant, except that in connection with a default, other than the failure to pay Rent, not susceptible of being cured with due diligence within twenty (20) days, the time for Tenant to cure shall be extended for such time as may be necessary to cure with all due diligence, provided Tenant commences promptly and proceeds diligently to cure and further provided that such period of time shall not be so extended as to subject Landlord to any civil or criminal liability forfeitures; or

(d) Tenant shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy act or any other present or future applicable federal, state or other statute of law, or shall seek or consent for acquiesce in the appointment of any trustee, receiver or liquidator of Tenant or of all or any substantial part of its properties or of the Demised Premises; or

(e) if within thirty (30) days after the commencement of any proceeding against Tenant seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy act or any other present or future applicable federal, state or other statute of law, such proceeding shall not have been dismissed, or if, within thirty (30)

REGULAR MEETING, TOWN OF LIVONIA
April 21, 2022

days after the appointment , without the consent or acquiescence of Tenant, or any trustee, receiver or liquidator of Tenant or of all or any substantial part of its properties or of the Demised Premises, such appointment shall not have been vacated or stayed on appeal or otherwise, or if, within thirty (30) days after the expiration of any such stay, such appointment shall not have been vacated.

SECTION 11.2 RIGHT TO TERMINATE

If an Event of Default occurs and is not cured within any applicable grace period, Landlord may:

(a) at its option, at once, with written notice to Tenant, terminate this Lease;

(b) require that upon any termination of this Lease whether by lapse of time, the exercise of any option by Landlord to terminate the same, or in any other manner whatsoever, or upon any termination of this Lease, the Tenant shall at once surrender possession of Demised Premises to the Landlord and immediately vacate the same, and remove all effects therefrom, except such as may not be removed under other provisions of this Lease. If Tenant fails to do so Landlord may forthwith re-enter said Demised Premises, with or without process of law, and repossess itself thereof as in its former estate and expel and remove Tenant any other person and property therefrom, without being deemed guilty of trespass, or eviction, without thereby waiving Landlord's rights to Rent or any other rights given to Landlord under this Lease or at law or in equity;

(c) if the Tenant shall not remove its effects from the Demised Premises as provided in this Lease, Landlord may, at Landlord's option, remove any or all of said effects in any manner that Landlord shall chooses and store the same without liability for loss thereof and Tenant will pay the Landlord, on demand, any and all reasonable expenses incurred in such removal and also reasonable storage of said effects for any length of time during which the same shall be in Landlord's possession or in storage, or Landlord may at its option, without notice, sell any or all of said effects in such manner and for such price as the Landlord may deem best and apply the proceeds of such sale upon any amounts due under this Lease from the Tenant to the Landlord, including the reasonable expenses of removal and sale;

(d) collect from Tenant any other loss or damage Landlord may sustain by reason of any breach any diminished value of said Demised Premises resulting from said breach;

REGULAR MEETING, TOWN OF LIVONIA
April 21, 2022

(e) in the event of a breach or a threatened breach by Tenant of any of the covenants or provisions of this Lease, have the right to enjoin any such breach or threatened breach.

ARTICLE XII
ESTOPPEL CERTIFICATES; SUBORDINATION

SECTION 12.1 ESTOPPEL CERTIFICATES

Tenant agrees that, at any time and from time to time upon ten (10) days prior written request by Landlord, Tenant will execute, acknowledge and deliver to Landlord a statement in writing stating that this Lease is unmodified and in full force and effect (or, if there have been modifications, stating the modifications and that this Lease as so modified is in full force and effect), the dates to which the Rent has been paid, and whether the Landlord has defaulted in the performance of any of its obligations under the terms of this Lease.

SECTION 12.2 SUBORDINATION

Notwithstanding any other provision herein, the rights of Tenant under this Lease are subject and subordinate at all times to the lien of any present or future mortgage in force against the Building or the underlying leasehold estate, if any, and to all advances made or hereafter to be made upon the security thereof, and the Tenant shall execute such further instruments subordinating this Tenant to the lien or liens of any such mortgages as shall be requested by Landlord. In case of the failure of Tenant to execute said papers on demand, Landlord shall be entitled to any and all remedies set forth herein. Notwithstanding and foregoing, however, Landlord agrees to cause the holders of any leases and/or mortgages encumbering the Demised Premises to agree that this Lease shall not be divested or in any way affected by foreclosure or other default proceeds under such leases and/or mortgages, so long as Tenant shall not be in default under the terms of this Lease and that this Lease shall remain in full force and effect notwithstanding any such default proceedings under such leases and/or mortgages.

ARTICLE XIII
INVALIDITY OF PARTICULAR PROVISIONS

If any term, covenant or condition of this Lease, or the application thereof to any person, firm or corporation or to any circumstance, shall to any extent be invalid or enforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons, firms or corporations or to circumstances other than those as to

REGULAR MEETING, TOWN OF LIVONIA
April 21, 2022

which it is invalid or unenforceable, shall not be affected thereby. Each term, covenant or condition of this Lease shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE XIV
FORCE MAJEURE

In the event that either Landlord or Tenant may be delayed or hindered in or prevented from the performance of any act required hereunder (other than the payment of money) by reason of acts of God, 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 party delayed in performing the work or doing the acts required by this Lease, the time for performance of any such act shall be extended for a period equivalent to the period of the delay.

ARTICLE XV
NOTICES

All notices, demands and requests which may or are required to be given by either party to the other shall be in writing and either delivered personally or sent by first class mail, postage prepaid, addressed:

(a) if the Tenant, at the Tenants business address as first above set forth,

(b) if to Landlord, at the Landlord's address first above set forth,

or at such other address as the party to receive the notice may from time to time indicate in writing to the other party. Notice shall be deemed to have been given, if delivered personally, upon delivery or, if mailed, upon the third business day after mailing.

ARTICLE XVI
SURRENDER

SECTION 16.1 TIMELY SURRENDER

On the last day of the Term, or any earlier date of termination of this Lease, Tenant shall peaceably surrender the Demised Premises in good order, condition and repair. All alterations, additions, improvements and fixtures made by Tenant upon the Demised Premises shall remain upon and be surrendered with the Demised Premises

REGULAR MEETING, TOWN OF LIVONIA
April 21, 2022

except that Tenant shall have the right to remove all of it's trade fixtures and personal property, including but not limited to office furniture and equipment, if Tenant repairs any damage caused by the removal.

SECTION 16.2 HOLD-OVER

If Tenant remains in possession of the Demised Premises after the expiration of the Term, the Tenant shall be a Tenant from month-to-month only upon the same terms and conditions as specified in this Lease or upon any other terms and conditions imposed by Landlord at any time or from time-to-time before or after the expiration of this Lease. In addition, Tenant shall indemnify Landlord against loss or liability resulting from delay by Tenant in surrendering the Demised Premises including, without limitation, any claims made by any succeeding Tenant found on the delay.

ARTICLE XVII
BANKRUPTCY

(a) If at any time prior to the commencement of the Lease Term there shall be filed or against Tenant in any court pursuant to any statute either of the United States or of any state a petition in bankruptcy or insolvency or for reorganization or for the appointment of the receiver or trustee of all or a portion of Tenant's property, and within thirty (30) days thereof Tenant fails to secure a discharge thereof, or if Tenant makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement, this Lease shall, at Landlord's option, be cancelled and terminated, in which event neither Tenant nor any person claiming through or under Tenant by virtue of any statute or of an order of any court shall be entitled to possession of the Demised Premises, and Landlord, in addition to the other rights and remedies given by virtue of any provision therein or elsewhere in this Lease contained or by virtue of any statute or rule of law, may retain as liquidated damages any rent, security deposit or moneys received by Landlord from Tenant or others on behalf of Tenant.

(b) If at the commencement date of the Lease Term or if at any time during the Term there shall be filed by or against Tenant in any court pursuant to any statute either of the United States or of any state a petition in bankruptcy or insolvency or for reorganization or the appointment of a receiver or a trustee of all or a portion of Tenant's property, and if within thirty (30) days thereof Tenant fails to secure a discharge thereof, or if Tenant makes an assignment for the benefit of creditors or petitions for or enters into an arrangement, this Lease, at the option of Landlord, may be cancelled and terminated, in which event neither Tenant nor any person claiming through or under Tenant by virtue of any statute or of an order of any court shall be entitled to possession or to remain in possession of the Demised Premises, but shall forthwith quit and surrender the Demised

REGULAR MEETING, TOWN OF LIVONIA
April 21, 2022

Premises, and Landlord, in addition to the other rights and remedies Landlord has by virtue of any other provision herein or elsewhere in this Lease contained or by virtue of any statute of rule of law, may retain as liquidated damages any Rent, security deposit or moneys received by him from Tenant or others on behalf of Tenant.

(c) It is stipulated and agreed that in the event of the termination of this Lease pursuant to (a) or (b) hereof, Landlord shall forthwith, notwithstanding any other provisions of this Lease to the contrary, be entitled to recover from Tenant as and for liquidated damages an amount equal to the difference between the Rent reserved hereunder for the unexpired portion of the Lease Term and the then fair and reasonable rental value of the Demised Premises for the same period. In the computation of such damages the difference between any installment of rent becoming due hereunder after the date of termination and the fair and reasonable rental value of the Demised Premises for the period for which such installment was payable shall be discounted to the date of termination at the rate of four percent (4%) per annum. If such Demised Premises or any part thereof, before presentation of proof of such liquidated damages to any court, commission of tribunal, the amount of rent reserved upon such reletting shall be deemed prima facie to be the fair and reasonable rental value for the part of the whole of the Demised Premises so relet during the term of reletting. Nothing herein contained shall limit or prejudice the right of the Landlord to prove for and obtain as liquidated damages by reason of such termination an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which such damages are to be proved, whether or not such amount be greater than, equal to or less than the amount of the difference referred to above.

ARTICLE XVIII
HEADINGS

The Article and Section headings in this Lease are inserted as a matter of convenience and in no way define, limit or describe the scope of this Lease or the intent of any provision.

ARTICLE XIX
ENTIRE AGREEMENT

This Lease contains the entire agreement between the parties with respect to the Demised Premises and may not be changed except by a writing executed by each party.

REGULAR MEETING, TOWN OF LIVONIA
April 21, 2022

IN WITNESS WHEREOF, the parties hereto have executed this Lease this _____ day of April, 2022.

LANDLORD:

Town of Livonia

BY: _____
HON. ERIC R. GOTT
SUPERVISOR

TENANT:

LIVONIA JOINT FIRE DISTRICT

BY: _____