

BYRON TOWN BOARD MEETING

October 10, 2018

The Byron Town Board Meeting was called to order by Supervisor Rouse at 7:00 p.m. with the following people present:

Supervisor.....	Roger Rouse
Councilmen.....	Jim Cudney
	Sue Fuller
	Fred Klycek (7:17 p.m.)
	Jeff Thompson
Highway Superintendent.....	Brian Forsyth
Town Clerk.....	Debra Buck-Leaton
Town Justice.....	Barbara Smith

Public:

Janice and John Savage.....	Lyman Road, Byron
Charles Durkee.....	Transit Road, Byron
Tim McKenrick.....	Mechanic Street, Elba
George Squires.....	McElver Street, Byron
Robert Mruczek.....	Elm Street, Batavia
Vic DiGregorio.....	Warboys Road, Byron
Brad Nickerson.....	Cockram Road, Byron
Candace Hensel.....	Byron-Holley Road, Byron
Zachary Johnson.....	Townline Road, Byron
Cory Russell.....	Swamp Road, Byron
Jacob Schultz.....	Dewey Avenue, Batavia
John Durand.....	Townline Road, Byron
Josh Kent.....	Iverson Road, Byron
Laurel Smith.....	Mill Pond Road, Byron
Steve Lockner.....	Rte. 237, Byron
Dean Bates.....	S. Byron
Victor Flanagan.....	Bergen

PLEDGE OF ALLEGIANCE:

The Pledge of Allegiance was led by Supervisor Rouse.

MINUTES:

A **motion** was made by Councilman Cudney to approve the Byron Town Board minutes of September 12th and September 26, 2018 as written. The motion was seconded by Councilman Thompson and carried with the following vote:

Vote: Ayes: 4 Nays: 0

PLANNING BOARD REPORT – Councilman Cudney:

Star Growers submitted a Land Separation for land on Upper Holley Road (Brent Chapman). All paperwork was completed and the Land Separation was approved.

·Mr. and Mrs. Almeter have submitted application for Area Variance for a new garage. Application will go to the Zoning Board of Appeals.

·The CEO/ZEO received a phone call from a solar company inquiring whether the Town is a solar friendly community.

·The CEO/ZEO also received a call regarding number of livestock permitted on a piece of property.

A **motion** was made by Councilman Thompson to approve the Planning Board Report as given. The motion was seconded by Councilwoman Fuller and carried with the following vote:

Vote: Ayes: 4 Nays: 0

COMPREHENSIVE COMMITTEE REPORT – George Squires:

·Requested an outline of approval process to approve the Comprehensive Plan from Wendel.

·According to the Town Attorney there needs to be some work done on the SEQR before it goes to County Planning.

·Attorney Boylan believes that Parks and Recreation should be included because of Hiscock site.

A **motion** was made by Councilman Cudney to approve the Comprehensive Report as given. The motion was seconded by Councilwoman Fuller and carried with the following vote:

Vote: Ayes: 4 Nays: 0

SEQR – TOWN OF BYRON COMPREHENSIVE PLAN

RESOLUTION #67:

Councilwoman Fuller offered the following resolution and moved for its adoption:

RESOLVED, that in accordance with the New York State Environmental Quality Review (SEQR) regulations the Town Board of the Town of Byron hereby announces its intent to serve as Lead Agency to conduct an environmental review of the proposed adoption of a Comprehensive Plan pursuant to Town Law §272-a. The proposed Plan will promote the health, safety and general welfare of the people of the Town, and

BE IT FURTHER RESOLVED, that the Town Board has determined that the proposed action is a Type I action as defined under New York State Environmental Quality Review, and

BE IT FURTHER RESOLVED, that the Town has commissioned Wendel, Architects and Engineers of Williamsville, New York to prepare Part I of the Environmental Assessment Form regarding the project, and

BE IT FURTHER RESOLVED, that the Town Clerk is hereby authorized and directed to notify all the Involved Agencies of the Town Board's intention to act as Lead Agency for this project and provide them with a copy of the Comprehensive Plan and a copy of Part I of the Full Environmental Assessment Form (EAF) for review during the thirty (30) day comment period, and

BE IT FURTHER RESOLVED, that the Supervisor is hereby authorized to sign Part I of the EAF.

Councilman Thompson seconded the resolution which was adopted by the following vote:

Vote: Ayes: 4 Nays: 0

SEWER REPORT:

Monthly:

·Checked and maintained all filter bed pumps (N,S+C)

·Keeping track of pump hours on all pumps including Old School House, Walkers Corners and McElver Street lift station

·Took monthly samples

Other:

·Dug up and pumped last tank on Warboys Road

·Completed pumping tanks for this season

- Added a riser on a septic tank on Warboys Road

A **motion** was made by Councilman Cudney to approve the Sewer Report as written. The motion was seconded by Councilman Thompson and carried with the following vote:

Vote: Ayes: 5 Nays: 0

***Councilman Klycek entered the meeting at 7:17 pm.**

HIGHWAY SUPERINTENDENT'S REPORT:

- Trimming trees in spare time
- Bought salt
- Changing furnace filters
- Shimming shoulders

A **motion** was made by Councilwoman Fuller to approve the Highway Superintendent Report as given. The motion was seconded by Councilman Klycek and carried with the following vote:

Vote: Ayes: 5 Nays: 0

CEO/ZEO REPORT – Mike Morris:

- A copy of the report is on file with the CEO/ZEO

A **motion** was made by Councilman Klycek to approve the CEO/ZEO Report as given. The motion was seconded by Councilwoman Fuller and carried with the following vote:

Vote: Ayes: 5 Nays: 0

PARK COMMITTEE REPORT – Councilman Cudney:

- Discussion regarding tree stands in Trestle Park, not on Town property, but facing the park, and what the Town should do to prevent hunters shooting into park. The Supervisor will contact DEC.
- Discussion regarding tennis court
- Byron-Bergen Central School will be having a community service day at the parks
- The committee would like to do a public survey on what community would like to see done at the parks

A **motion** was made by Councilwoman Fuller to approve the Park Committee Report as given. The motion was seconded by Councilman Klycek and carried with the following vote:

Vote: Ayes: 5 Nays: 0

MUSEUM REPORT – Laurel Smith:

- Fall dinner meeting was held on October 3rd with a fundraiser that raised about \$500
- Next meeting will be later this month

A **motion** was made by Councilman Klycek to approve the Museum Report as given. The motion was seconded by Councilwoman Fuller and carried with the following vote:

Vote: Ayes: 5 Nays: 0

FIRE DEPARTMENTS – John Durand and Bob Mruczka (Byron Fire Department):

- Discussed house fire on Warboys Road
- Byron Fire Department made a cash donation to the family and also supplied a dinner

- Byron Fire Department would like a 1 year contract for \$125,000, or a 3 year contract for \$150,000 and having only one fire department
- There will be a fundraiser for the Payne family in November or December at the South Byron Fire Hall.

A **motion** was made by Councilwoman Fuller to approve the Fire Department Report as given. The motion was seconded by Councilman Thompson and carried with the following vote:

Vote: Ayes: 5 Nays: 0

ABSTRACTS

RESOLUTION #68:

Councilman Klycek offered the following resolution and moved for its adoption:

Resolved, that the Byron Town Board pay the following abstracts:

<u>Fund:</u>	<u>Abstract:</u>	<u>Vouchers:</u>	<u>Amount:</u>
General Fund	#10	#246 - #271	\$17,725.10
Highway Fund	#10	#153 - #167	\$39,601.22
Sewer Fund	#10	#37 - #40	\$ 6,406.01
General Fund	PA#9	#40 - #45	\$ 936.56
Sewer Fund	PA#9	#18 - #22	\$ 1,514.11

Councilwoman Fuller seconded the resolution which was adopted by the following vote:

Vote: Ayes: 5 Nays: 0

TOWN CLERK'S REPORT:

Paid to the NYS Ag and Markets for spay/neuter program.....	\$ 67.00
Paid to the Town of Byron Supervisor.....	\$3,883.98
Paid to NYS DEC.....	\$3,310.97
Paid to the Department of Health for Marriage Licenses.....	\$ 22.50
Total Disbursed for September 2018.....	\$7,284.45

A **motion** was made by Councilman Thompson to approve the Town Clerk's Report as given for September 2018. The motion was seconded by Councilman Klycek and carried with the following vote:

Vote: Ayes: 5 Nays: 0

FINANCIAL REPORT:

·The September 2018 Financial Report was reviewed.

A **motion** was made by Councilman Cudney to approve the September 2018 Financial Report. The motion was seconded by Councilman Klycek and carried with the following vote:

Vote: Ayes: 5 Nays: 0

SUPERVISOR'S REPORT:

Front Entry Doors:

·The Supervisor reviewed three quotes for handicapped accessibility door devices at the front of the building:

- Alliance Door - \$4,900.00
- Grosso Door and Hardware - \$5,400.00
- Imperial Door – \$5,030.00

A **motion** was made by Councilwoman Fuller to table the discussion regarding the handicapped accessible doors until the Supervisor can clarify the descriptions on the quotes further. The motion was seconded by Councilman Cudney and carried with the following vote:

Vote: Ayes: 5 Nays: 0

2018 Townwide Audit:

The Town will need to have a town wide audit in 2019 for 2018 because the debt the Town will carry for 2018 will be over \$1,000,000 because of the Water Districts. The cost to do the audit will be \$11,250.00, which cost will mostly be paid by the Water Districts.

AUDIT ENGAGEMENT LETTER FOR 2018 TOWN WIDE AUDIT

RESOLUTION #69:

Councilman Klycek offered the following resolution and moved for its adoption:

RESOLVED, that the Byron Town Board hereby approves the Engagement Letter for a town wide audit for 2018 to be prepared by Raymond Wager, P.C., Certified Public Accountants for a cost of \$11,250.00.

Councilwoman Fuller seconded the resolution which was adopted by the following vote:

Vote: Ayes: 5 Nays: 0

AGREED-UPON PROCEDURES FOR 2018 JUSTICE AUDIT

RESOLUTION #70:

Councilman Klycek offered the following resolution and moved for its adoption:

RESOLVED, that the Byron Town Board hereby approves the Quotation for Agreed-Upon Procedures for the Town Justice Accounts for 2018 to be prepared by Raymond Wager, P.C., Certified Public Accountants for a cost of \$1,650.00.

Councilwoman Fuller seconded the resolution which was adopted by the following vote:

Vote: Ayes: 5 Nays: 0

BALDWIN BUSINESS SERVICES AGREEMENT

RESOLUTION #71: Councilman Klycek/Councilwoman Fuller

Councilman Klycek offered the following resolution and moved for its adoption:

RESOLVED, that the Byron Town Board hereby approves the Agreement for Accounting Services between Baldwin Business Services and the Town of Byron for accounting services for 2019.

Councilwoman Fuller seconded the resolution which was adopted by the following vote:

Vote: Ayes: 5 Nays: 0

COURIER CAPITAL, LLC INVESTMENT MANAGEMENT SERVICES AGREEMENT

RESOLUTION #72:

Councilman Klycek offered the following resolution and moved for its adoption:

RESOLVED, that the Byron Town Board hereby approves the Management Services Agreement between Courier Capital, LLC and the Town of Byron.

Councilwoman Fuller seconded the resolution which was adopted by the following vote:

Vote: Ayes: 5 Nays: 0

A **motion** was made by Councilman Klycek to approve the Supervisor's Report as given. The motion was seconded by Councilman Thompson and carried with the following vote:

Vote: Ayes: 5 Nays: 0

OTHER BUSINESS:

WATER DISTRICT NO. 7:

·Work has begun this week on Caswell Road

WATER DISTRICT NO. 8:

·Waiting for plans

FUTURE WATER DISTRICTS:

·According to Councilman Thompson and Attorney Paul Boylan Transit Road residents can be added as an out of district users after the district has been completed.

JCAP GRANT

RESOLUTION #73:

Councilman Thompson offered the following resolution and moved for its adoption:

WHEREAS, the Town Board of the Town of Byron hereby gives the Town Justice, Barbara Smith, approval to apply for a Justice Court Assistance (JCAP) Grant as follows:

·\$2,344.00 for Court Safety and Security, which includes an AED/Defibrillator, first aid kit, cables for chairs, padlocks, bench signing shelf.

·\$3,886.67 for Court Appearance, which includes conference tables, chairs, name blocks, shelving, countertop, telephone stand, display frames.

Total requested is \$6,230.67, with the maximum allowed being \$30,000.00.

Councilwoman Fuller seconded the resolution which was adopted by the following vote:

Vote: Ayes: 5 Nays: 0

TAX CAP OVERRIDE:

Local Law No. 1 of 2018

Town of Byron

County of Genesee

A Local Law to override the tax levy limit established in General Municipal Law 3-c

Section 1 Legislative Intent

It is the intent of this Local Law to override the limit on the amount of real property taxes that may be levied by the Town of Byron pursuant to General Municipal Law §3-c, and to allow the Town of Byron to adopt a budget for the fiscal year 2019 that requires a real property tax levy in excess of the “tax levy limit” as defined by General Municipal Law §3-c.

Section 2 Authority

This Local Law is adopted pursuant to subdivision 5 of General Municipal Law §3-c, which expressly authorizes the Town Board to override the tax levy limit by the adoption of a Local Law approved by vote of sixty percent (60%) of the Town Board.

Section 3 Tax Levy Limit Override

The Town Board of the Town of Byron, County of Genesee, is hereby authorized to adopt a budget for the fiscal year 2019 that requires a real property tax levy in excess of the amount otherwise proscribed in General Municipal Law §3-c.

Section 4 Severability

If any clause, sentence, paragraph, subdivision, or part of this Local Law or the application thereof to any person, firm or corporation, or circumstance, shall be adjusted by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of this Local Law or in its application to the person, individual, firm or corporation or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

Section 5 Effective Date

This Local Law shall take effect immediately upon filing with the Secretary of State.

RESOLUTION TO INTRODUCE PROPOSED LOCAL LAW NO. 1 OF 2018 AND TO SCHEDULE A PUBLIC HEARING **RESOLUTION #74:**

Councilman Thompson offered the following resolution and moved for its adoption:

WHEREAS, the Town Board of the Town of Byron, New York desires to consider adopting legislation to override the limit on the amount of real property taxes that may be levied by the Town of Byron pursuant to General Municipal Law Section 3-c, and to allow the Town of Byron to adopt a town budget for fiscal year 2019 that requires a real property tax levy in excess of the tax levy limit, also known as Town of Byron Local Law No. 1 of 2018.

NOW, THEREFORE, BE IT RESOLVED by the Town Board of the Town of Byron, New York that proposed Local Law No. 1 of 2018 entitled "A Local Law to Override the Tax Levy Limit Established in General Municipal Law Section 3-c", which proposed Local Law is now in its final form as appears by a copy thereof hereto attached, be and the same hereby is introduced for adoption; and

BE IT FURTHER RESOLVED that said proposed Local Law be laid upon the desks of the members of this Town Board on this date and remain there and a copy thereof be kept on file in the office of the Town Clerk until November 7, 2018, and that a Public Hearing be held before this Town Board on the 7th day of November, 2018, at 7:00 p.m. at the Byron Town Hall, 7028 Rte. 237, Byron, New York, on the advisability of enacting said proposed Local Law; and

BE IT FURTHER RESOLVED that a copy of said proposed Local Law be mailed to each member of the Town Board not in attendance at this meeting in a postpaid, properly addressed and securely closed envelope in a post box within the Town of Byron, New York not less than ten (10) calendar days, exclusive of Sunday, prior to the date of said Public Hearing;

BE IT FURTHER RESOLVED that the Town Clerk shall cause notice of said Public Hearing to be published once in the Batavia Daily News at least five (5) days prior to the date of said Public Hearing, which notice shall contain the time and place of said hearing, the title and purpose thereof, as well as a statement that a copy of said proposed Local Law is on file in the Town Clerk's Office.

Councilwoman Fuller seconded the resolution which was adopted by the following vote:

Vote: Ayes: 5 Nays: 0

PUBLIC HEARING – 2019 BUDGET:

A **motion** was made by Councilwoman Fuller to approve the 2019 Tentative Budget, and to set the Public Hearing on the 2019 Preliminary Budget for November 7, 2018 at 7:15 p.m. The motion was seconded by Councilman Cudney and carried with the following vote:

Vote: Ayes: 5 Nays: 0

PUBLIC COMMENTS:

None

ADJOURN:

A **motion** was made by Councilman Thompson to adjourn the Byron Town Board Meeting at 9:21 p.m. The motion was seconded by Councilman Klycek and carried with the following vote:

Vote: Ayes: 5 Nays: 0

Respectfully Submitted,



Debra M. Buck-Leaton
Byron Town Clerk



INVESTMENT MANAGEMENT SERVICES AGREEMENT

This Investment Management Services Agreement ("Agreement") is made and entered into on the 23rd day of July, 2018 ("Effective Date") by and between Courier Capital, LLC ("Courier" or the "Firm") and Town of Byron ("Client"). The Client and Courier may be referred to in this Agreement individually as a "Party" and together as the "Parties."

Scope of Services

Client hereby appoints Courier to perform Investment Management Services for Client's investment account(s) (the "Account(s)"). Courier agrees to provide such services in accordance with the terms and provisions of this Agreement and Client's stated investment needs, goals and objectives. Client understands that Courier only will provide advisory services in relation to those assets contained within the Account(s) and Courier will have no liability for investment decisions made by the Client independent of Courier. If the Account(s) contain only a portion of Client's total assets, Courier shall not be responsible for any of Client's assets not designated to Courier for management.

Investment Management Services

Courier offers clients a tailored investment management solution that encompasses not only the traditional asset classes of fixed income, domestic equities and foreign securities, but can also include alternative asset classes. Through use of an asset allocation approach, Courier provides Investment Management Services based on a thorough understanding of each client's independent investment objectives.

The first stage of Courier's Investment Management Services typically involves a discussion with the Client in regards to their Investment Profile ("Investment Profile"). This discussion allows Courier to discover the Client's investment objectives, risk tolerance, investment guidelines, time horizons and other important and necessary information relating to the Client's Account(s). Based upon this information, Courier selects a model (*i.e.*, either conservative, moderate conservative, moderate, moderately aggressive and aggressive) for on-going management. To this end, Courier may recommend the services of an independent Third-Party Manager ("TPM") to manage all or part of the Client's portfolio assets on a discretionary basis if Courier determines that this is in the best interests of the Client. In other cases, separately managed account services may be provided.

Client may request in writing that certain specified securities or categories of securities not be purchased for their Account(s). If one or more restricted categories are designated by Client, Courier is authorized to determine in its discretion the specific securities that will be treated as falling within any such categories. For more information, please refer to Courier's Form ADV Part 2A. Fees for Investment Management Services are outlined in *Appendix A*.

Investment Authority

Client hereby appoints Courier as Client's attorney-in-fact and grants Courier limited power-of-attorney with discretionary trading authority to effect investment transactions involving Client's Account(s). Accordingly, Courier is authorized to invest, sell, and reinvest proceeds in the Client's Account(s) without obtaining Client's prior confirmation of any proposed action. Client authorizes Courier to allocate assets of Client's Account(s) as it deems suitable, including to TPMs, in accordance with the Client's financial needs, long-term goals, investment guidelines, restrictions, and objectives specified in the Investment Profile.

Notwithstanding this discretionary authority, Courier may permit the Client to impose reasonable mandates and restrictions on the management of the Client's Account(s). Courier will use its reasonable efforts to comply with such investment guidelines and reasonable restrictions requested by the Client in accordance with normal industry practice. In the event any securities are purchased outside of such guidelines or restrictions, Courier will take reasonable steps to bring the Account(s) back in-line with Client's stated objectives. Under no circumstances will Courier be obligated to effect any transaction for the Client which it believes would violate any applicable state or federal law or regulation, or the rules or regulations of any self-regulatory body.

General Provisions for Advisory Services

a. Standard of Care; Investment Risk

It is agreed that Courier will perform its duties under this Agreement in good faith, with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like or similar capacity, and familiar with such matters, would use in the conduct of money management of comparable character. Nothing herein will in any way constitute a waiver or limitation of

any rights that the Client may have under any federal or state securities laws based on negligence, which cannot be modified in advance by contract.

Investing in securities involves risk of loss that the Client should be prepared to bear. Courier does not guarantee the future performance of the Client's Account(s) or any specific level of performance, the success of any investment decision or strategy that Courier may use or recommend, or the success of Courier's overall management of the Client's Account(s). Client understands that investment decisions made for Client's Account(s) by Courier are subject to various markets, currency, economic, political and business risks, and that such investment decisions will not always be profitable. The price of securities can and will fluctuate, and any individual security may become valueless. Client acknowledges that there may be loss or depreciation to the portfolio's value due to market fluctuations. Client acknowledges that no party to this Agreement has made any guarantee, either orally or in writing, that Client's investment objectives will be achieved. Please refer to Courier's Form ADV Part 2A for additional important disclosure information regarding the risks associated with investing.

Client further understands that portfolios are designed as long-term investments and acknowledges that frequent and/or significant withdrawals may adversely affect the Account(s) performance and may impair Courier's ability to manage the Client's assets in accordance with the Client's investment objectives.

b. Custodian

Custody of account assets will be maintained with an independent qualified custodian ("Custodian"). Courier will not be the Custodian and will have no liability with respect to custodial arrangements or the acts, conduct or omissions of or by the Custodian. Client authorizes Courier to give the Custodian instructions for the purchase, sale, conversion, redemption, exchange or retention of any security, cash or cash equivalent for the Client's Account(s), and will instruct the Custodian to provide Courier with such periodic reports concerning the status of the Account(s) as Courier may reasonably request.

Client hereby directs the Custodian to send Courier and Client a custodial account statement at least quarterly identifying, among other things, the Client's holdings, all transactions that occurred during the quarter in the Client's Account(s), any expenses (including those advisory fees paid to Courier) incurred during the preceding calendar quarter, and the value of the Client's Account(s) as of the last business day of the preceding calendar quarter. Client acknowledges that it has sole responsibility to verify the accuracy of the calculation of the asset management fees and that the Custodian will not determine whether the fees charged to the Account(s) are accurate or have been properly calculated.

c. Brokerage

Courier has full discretion to place buy and sell orders with or through such brokers or dealers as it may deem appropriate. It is the policy and practice of Courier to strive for the best price and execution that are competitive in relation to the value of the transaction ("best execution"). In selecting a broker, dealer or other intermediary, Courier will consider such factors that in good faith and judgment it deems reasonable under the circumstances.

The Client consents and agrees that Courier may aggregate ("block trade") sale and purchase orders with other client accounts that have similar orders being made contemporaneously under the management of Courier, if in Courier's judgment such aggregation is reasonably likely to result in an overall economic benefit to the Client's account. Such benefits may include better transaction prices and lower trade execution costs. If all aggregate orders do not fill at the same price, Courier may cause the Client and each similar order to pay or receive the average prices at which the orders were filled. If such orders cannot be fully executed under prevailing market conditions, Courier may allocate the securities traded among clients and each similar order in a manner which it considers equitable, taking into account, the size of the order placed, the Client's cash position, investment objective of the Client's account, size of the order and liquidity of the security.

Notwithstanding the above, should the Client direct Courier to use a particular broker or dealer, Courier may at its discretion agree to such direction (although it is not required to do so).

The Client acknowledges that Courier may not be able to achieve best execution as that term is defined above if the Client directs Courier to use a particular broker or dealer. Please refer to the Courier's Form ADV Part 2A for additional important disclosure information.

d. Conflicts of Interest

Courier may recommend the services of one or more TPMs to manage all or a portion of the Client's assets. In making such a recommendation, Courier may receive a portion of the fees earned by such TPMs in connection with the investment made by the Client. Such arrangements will comply with the requirements set forth in Rule 206(4)-3 of the Investment Advisers Act of 1940, including the requirement that the Client be furnished a disclosure statement at the time of the referral setting forth the nature of the relationship and the compensation received. All fees payable to Courier will be payable out of the fees earned by such TPMs and will not result in additional charge to the Client. Nonetheless, such arrangements may present a potential conflict of interest, which are further disclosed in Courier's Form ADV Part 2A.

In the course of providing Investment Management Services, Courier may determine that the purchase or sale of a particular security is appropriate for multiple client

accounts. When deemed by Courier to be in the best interests of such clients, Courier may aggregate the securities to be traded for each such account into one or more trade orders. These circumstances may give rise to conflicts of interest among the accounts for whom the security purchase or sale is appropriate. Please refer to Courier's Form ADV Part 2A.

Client acknowledges Courier's disclosure of the potential conflicts of interest and understands that no assurance can be given that these or other conflicts of interest will in all cases be resolved to the satisfaction of the Client and Courier shall not be liable so long as it has acted in good faith.

e. Proxy Voting

The Client understands that Courier has adopted proxy voting guidelines to make every effort to ensure the manner in which shares are voted is in the best interest of clients and the value of the investment. However, we reserve the right to delegate to a non-affiliated third party vendor, the responsibility to review proxy proposals and make voting recommendations to us. In addition, we may, in some cases, vote a proxy contrary to our guidelines if we determine that such action is in the best interest of our clients. In cases where sole proxy voting authority rests with Courier for plans governed by ERISA, we will vote proxies in accordance with our proxy voting guidelines, unless otherwise outlined in the plan's governing documents, and subject to the fiduciary responsibility standards of ERISA. There are certain situations, or for certain accounts, in which Courier will not vote proxies. For example, where the Client has retained the right to votes or where a proxy is received for a client account that has been terminated.

f. ERISA

Both parties acknowledge that if the Client's Account(s) is subject to the Employee Retirement Income Security Act of 1974, as amended (ERISA), the following provisions will apply:

- i. Courier acknowledges that it is a "fiduciary" with respect to the Client as that term is defined under Section 3(21)(A) under ERISA;
- ii. The person signing this Agreement on behalf of the Client acknowledges its status as a "named fiduciary" with respect to the control and management of the assets held in the account, and agrees to notify Courier promptly of any change in the identity of the named fiduciary with respect to the account;
- iii. Client agrees to obtain and maintain an ERISA bond (when not otherwise provided by the plan sponsor) satisfying the requirements of Section 412 of ERISA and include Courier and its members, agents and employees among those insured under that bond;
- iv. The Client confirms that any instructions that have been given to Courier with regard to the Account(s) are consistent with the governing plan

- v. documents and investment policy statements which the plan has or will deliver to Courier; and
- v. The Client confirms that the Account(s) is only part of the retirement plan's assets and as such, Courier is not responsible for all plan investments and Client's consequential compliance with those requirements under ERISA.

Other Fees and Costs

a. Third-Party Manager Fees

When assets are allocated to a TPM, Courier shall charge a fee for its allocation, advisement, and recommendations based on the Client's assets under management. Client acknowledges that the advisory fees assessed will vary depending upon the TPM selected, the size of the Account(s) and the services provided. The Client will be responsible for paying any TPMs' fees, which are separate and distinct from Courier's asset management fees. For information regarding the TPMs' minimum account size, requirements, management services and associated advisory and referral fees please refer to the TPM's client disclosure brochure and other TPM materials.

b. Other Fees and Costs

In addition to Courier's advisory fees, Clients may also incur certain charges or fees imposed by third parties other than Courier. Such charges may include, but are not limited to: custodial fees; brokerage commissions; transaction fees; charges imposed directly by a mutual fund, index fund, or exchange traded fund purchased for the Client's account; TPM management fees; fees and expenses imposed by hedge funds or other private investment funds; fees imposed by variable annuity providers and disclosed in the annuity contract; certain deferred sales charges; odd-lot differentials; transfer taxes; wire transfer and electronic fund fees; and other fees and taxes on brokerage accounts and securities transactions. All mutual fund fees and charges will be disclosed in the prospectus for such funds and generally will be explained by a representative of Courier at the time of recommending such investments.

Covenants, Warranties and Acknowledgements

a. Qualifications/Status of Courier

Courier represents and warrants that it is registered with the U.S. Securities and Exchange Commission as an "Investment Adviser" as that term is defined in the Investment Advisers Act of 1940, as amended. Courier is qualified to act as an investment adviser to the Client's account pursuant to this Agreement under the applicable securities laws of the state in which Client is resident as of the effective date of this Agreement. Courier will promptly notify Client of any change in such status.

b. Authority of Client

Client represents and warrants that it has full and unrestricted power and authority to enter into this

Agreement and that the terms of this Agreement do not violate any obligation or duty to which Client is bound, whether arising out of contract, operation of law, or otherwise. Client holds good, marketable and indefeasible title to the securities and assets which Client places under Courier's management and such assets are and will remain free from any security interest, lien, charge or other encumbrance except as may be created by Courier in the performance of its duties hereunder or unless Courier expressly agrees otherwise. If Client is a corporation, partnership, government agency, trust, estate or other legal entity, Client represents that the person executing this Agreement on its behalf has full power and authority to do so and that when so executed and delivered shall be binding. Client agrees to promptly deliver copies of applicable governing documents, corporate resolutions, or other action authorizing this Agreement upon Courier's reasonable request.

Furthermore, the Client:

- i. Has carefully reviewed this Agreement and any exhibits attached thereto;
- ii. Had an opportunity to discuss the fee provisions and other arrangements relating to the account with Courier; and
- iii. Fully understands the services to be provided hereunder and the associated risks.

c. Receipt of Form ADV Part 2; Privacy Policy

Client has received and reviewed Courier's Form ADV Part 2 before or at the time of entering into this Agreement pursuant to Rule 204-3 of the Investment Advisers Act of 1940. In addition, Client has received a copy of Courier's Privacy Notice.

d. Non-Exclusive Relationship

The Client understands and acknowledges that Courier renders investment advice to and performs other portfolio management services for other individuals and entities. Courier, its members, employees and beneficial owners may from time to time buy, sell or trade in securities for their own accounts, for the accounts of their family, for an account in which they have a beneficial interest or for the accounts of others for whom they provide portfolio management services. Client agrees that Courier may give advice and take such other action with respect to these other accounts that may differ from the advice given or the timing or nature of action taken with respect to Client's account.

Confidentiality

The Parties hereto agree not to disclose to any other party and to keep confidential the terms and conditions of this Agreement and any amendment or supplement thereto. Notwithstanding the foregoing, Courier may disclose Client information to such person(s) to include: (a) its employees, directors, agents, attorneys, accountants, and other professional advisors; (b) any governmental

authority having jurisdiction over Courier, or to the extent required in response to any court order or other governmental authority, or as otherwise required pursuant to any requirement of law; (c) any stock exchange, regulatory, or self-regulatory organization having authority over the Client or Courier; and (d) any third party whom Courier (in its sole discretion) deems it necessary to disclose such information to in connection with the management and servicing of the account.

Limitation of Liability

EXCEPT FOR THE PARTIES' RESPECTIVE INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT, IN NO EVENT SHALL COURIER OR ITS AFFILIATES BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF GOODWILL OR BUSINESS REPUTATION, BUSINESS INTERRUPTION, LOSS OF DATA, OR LOSS OF BUSINESS INFORMATION) ARISING OUT OF OR CONNECTED IN ANY WAY WITH THIS AGREEMENT, OR FOR ANY CLAIM BY ANY THIRD PARTY, EVEN IF COURIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Indemnification

Each Party agrees to defend, indemnify, and hold harmless the other Party and its directors, officers, agents, employees, and successors in interest from all claims, losses, deficiencies, damages, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees, and all related costs and expenses) incurred by the other Party as a result of any claim, judgment, or adjudication arising out of or relating to: (a) a material breach of a Party's obligations, representations or warranties in the Agreement; (b) a Party's noncompliance with applicable laws, rules or regulations; (c) any action taken or omitted by a Party in good faith reliance upon the other Party's direction in connection with the Services; or (d) gross negligence or willful misconduct by a Party, its directors, officers, agents, or employees which is alleged to cause any injury to any person or persons or damage to tangible or intangible property. Each Party shall: (i) give the other Party prompt written notice of such claim; and (ii) allow the other Party to control, and fully cooperate with the Party in the defense and all related negotiations.

The federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith, and therefore nothing in this Agreement will waive or limit any rights that you may have under those laws.

Miscellaneous Provisions

a. Term and Termination; Effect

The term of this Agreement will commence upon the Effective Date set forth above and will continue until notice of termination is delivered to the non-terminating Party. Prior to the effective date of termination, Client will provide Courier with written instructions as to the liquidation or settlement of the account, which may limit the discretion of Courier to enter into further transactions after the date such instructions are received. Courier agrees to be bound by such instructions after receipt thereof. Such termination shall not, however, affect liabilities or obligations incurred or arising from transactions initiated under this Agreement prior to the termination, including provisions regarding arbitration, which shall survive any expiration or termination of this Agreement.

b. Amendment

Unless stated otherwise in this Agreement, Courier may amend this Agreement at any time by providing thirty (30) days advance notice to the Client.

c. Assignment of Interest

This Agreement shall be binding upon and shall inure to the benefit of the Parties herein to their respective successors, assigns, heirs and personal representatives. However, the rights and obligations hereunder will not be assignable, transferable, or delegable without the consent of the other party. Any attempted assignment, transfer or delegation thereof without such consent will be void. The foregoing does not prevent an assignment by Courier in connection with any transaction which does not result in a change of its actual control or management within the meaning of Rule 202(a)(1)-1 under the Investment Advisers Act of 1940.

d. Notices

Any notice, correspondence, or other communication required or permitted to be given in connection with this Agreement and as required by the Advisers Act ("Communications") will be deemed to have been duly given when: (a) delivered in person, when personally delivered; (b) sent by facsimile transmission, upon receipt; (c) sent by overnight courier (postage prepaid), upon verification of receipt; (d) sent by certified or registered mail, upon verification of receipt; or (e) sent by e-mail, at close of business on the business day following e-mail transmission, provided that you have consented to electronic delivery. Except for decisions regarding the purchase and/or sale of specific investments, all of Client's directions to Courier (including notices, instructions, and directions relating to changes in Client's investment objectives) shall be in writing. Courier may rely upon any such direction, notice, or instruction unless and until Courier has been advised in writing of changes thereto.

All Communications shall be sent to the parties as indicated below or at such other addresses as the parties may designate in writing.

If to Courier:

Courier Capital, LLC
Attn: William Gurney
1114 Delaware Avenue
Buffalo, NY 14209-1604
Telephone: 716-883-9595
Facsimile: 716-883-8048
E-mail: wgurney@couriercapital.com

If to the Client:

Name: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail*: _____

Client understands that by providing an e-mail address above and executing this Agreement, Client consents to electronic delivery of all Communications which are delivered pursuant to this Agreement and acknowledges Client's responsibility to ensure that the e-mail address remains current in Courier's records. Such consent remains effective until revoked in writing by the Client.

e. Severability

If any part of this agreement is found to be invalid or unenforceable, it will not affect the validity or enforceability of the remaining terms of this Agreement.

f. Governing Law

This Agreement shall be governed by and construed under and in accordance with the laws of the State of New York without regard to choice of law considerations.

g. Survival

Sections pertaining to: Covenants, Warranties and Acknowledgements; Confidentiality; Limitation of Liability; and Arbitration, shall survive any termination or expiration of this Agreement. Any terms or conditions of the Agreement which extend beyond termination shall apply to both the successors and assignees of Courier and Client.

h. Death or Disability

In the event of the death or disability of an individual Client, Courier will continue to provide the services specified hereunder, unless and until such time that Courier receives written instructions to the contrary from the Client's legally designated executor, administrator, guardian, or other legal representative, together with appropriate documentation of that person's authority to provide direction with respect to the Client's account.

i. Arbitration

Any dispute, claim or controversy, including but not limited to, errors and omissions arising out of, or relating to, this Agreement or any alleged breach, termination, enforcement, interpretation or validity of this Agreement (including the determination of the scope or applicability of this agreement to arbitrate) shall be settled by arbitration in Erie County, New York, before a panel consisting of three individuals, with at least one panelist having knowledge of securities and investment matters, in accordance with the laws of the state of New York for agreements made in and to be performed in the state of New York. Such arbitration will be administered by JAMS, The Resolution Experts ("JAMS") pursuant to its Rules for Commercial Arbitration. Judgment upon the award granted in any such arbitration may be entered in any court of competent jurisdiction. The arbitrator will, in the award, allocate all of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party, against the party who did not prevail.

Client understands that this Agreement to arbitrate constitutes a waiver of the right to seek a judicial forum, including trial by jury, except where such waiver would be void under federal or state securities laws. Client acknowledges that his/her/its consent to this arbitration provision is voluntary and that arbitration is final and binding on the Parties.

j. Entire Agreement

This Agreement constitutes, and is intended by the parties to be, the final, complete, and exclusive statement of their entire agreement pertaining to the subject matter hereof and supersedes all prior negotiations, understandings, and agreements by and between the parties hereto.

By each party executing this Agreement they acknowledge and accept their respective rights, duties, and responsibilities hereunder. This Agreement is only effective upon execution by the parties below

CLIENT

COURIER CAPITAL, LLC

By: _____ Date _____
(Signature)

By: _____ Date _____
Principal

(Print Name)

(Print Title)

By: _____ Date _____
(Signature)

(Print Name)

(Print Title)

i. Arbitration

Any dispute, claim or controversy, including but not limited to, errors and omissions arising out of, or relating to, this Agreement or any alleged breach, termination, enforcement, interpretation or validity of this Agreement (including the determination of the scope or applicability of this agreement to arbitrate) shall be settled by arbitration in Erie County, New York, before a panel consisting of three individuals, with at least one panelist having knowledge of securities and investment matters, in accordance with the laws of the state of New York for agreements made in and to be performed in the state of New York. Such arbitration will be administered by JAMS, The Resolution Experts ("JAMS") pursuant to its Rules for Commercial Arbitration. Judgment upon the award granted in any such arbitration may be entered in any court of competent jurisdiction. The arbitrator will, in the award, allocate all of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party, against the party who did not prevail.

Client understands that this Agreement to arbitrate constitutes a waiver of the right to seek a judicial forum, including trial by jury, except where such waiver would be void under federal or state securities laws. Client acknowledges that his/her/its consent to this arbitration provision is voluntary and that arbitration is final and binding on the Parties.

j. Entire Agreement

This Agreement constitutes, and is intended by the parties to be, the final, complete, and exclusive statement of their entire agreement pertaining to the subject matter hereof and supersedes all prior negotiations, understandings, and agreements by and between the parties hereto.

By each party executing this Agreement they acknowledge and accept their respective rights, duties, and responsibilities hereunder. This Agreement is only effective upon execution by the parties below

CLIENT

COURIER CAPITAL, LLC

By: _____ Date _____
(Signature)

By: _____ Date _____
Principal

(Print Name)

(Print Title)

By: _____ Date _____
(Signature)

(Print Name)

(Print Title)

i. Arbitration

Any dispute, claim or controversy, including but not limited to, errors and omissions arising out of, or relating to, this Agreement or any alleged breach, termination, enforcement, interpretation or validity of this Agreement (including the determination of the scope or applicability of this agreement to arbitrate) shall be settled by arbitration in Erie County, New York, before a panel consisting of three individuals, with at least one panelist having knowledge of securities and investment matters, in accordance with the laws of the state of New York for agreements made in and to be performed in the state of New York. Such arbitration will be administered by JAMS, The Resolution Experts ("JAMS") pursuant to its Rules for Commercial Arbitration. Judgment upon the award granted in any such arbitration may be entered in any court of competent jurisdiction. The arbitrator will, in the award, allocate all of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party, against the party who did not prevail.

Client understands that this Agreement to arbitrate constitutes a waiver of the right to seek a judicial forum, including trial by jury, except where such waiver would be void under federal or state securities laws. Client acknowledges that his/her/its consent to this arbitration provision is voluntary and that arbitration is final and binding on the Parties.

j. Entire Agreement

This Agreement constitutes, and is intended by the parties to be, the final, complete, and exclusive statement of their entire agreement pertaining to the subject matter hereof and supersedes all prior negotiations, understandings, and agreements by and between the parties hereto.

By each party executing this Agreement they acknowledge and accept their respective rights, duties, and responsibilities hereunder. This Agreement is only effective upon execution by the parties below

CLIENT

COURIER CAPITAL, LLC

By: Roger VV Rouse 10/16/18
(Signature) Date

By: _____ Date
Principal

Roger VV Rouse
(Print Name)

Town Supervisor
(Print Title)

By: Alfred T Klycek Jr 10/23/18
(Signature) Date

ALFRED T KLYCEK JR
(Print Name)

COUNCILMAN
(Print Title)

By: Debra M. Buck-Leaton 10/23/18

Debra M. Buck-Leaton

Town Clerk



APPENDIX A

FEES FOR INVESTMENT MANAGEMENT SERVICES

Annual Fee Schedule

Advisory Fee (%)	Assets Under Management
.95	on the first \$500,000
.85	on the next \$500,000
.65	on the next \$1,000,000
.45	on the remaining balance

Unless otherwise noted, for Investment Management Services provided by Courier under this Agreement, the Client agrees to pay an annual advisory fee based on the above schedule. Such fees will be paid quarterly at the rate of 25% of the applicable annual fee and shall be based on the fair market value of the Client's portfolio(s) as of the last day of the calendar quarter. At each quarter-end, the custodian will provide Client with a quarterly custodial statement reflecting the portfolio's performance and Courier's investment management fee, which will be automatically debited from the Client's account by Courier, unless specified otherwise within this Agreement.

For the first billing cycle, the Investment Management Fee will be prorated based on the number of days that the Client's account is open during the quarter. Please refer to the Form ADV Part 2A for additional information.

Special Notes / Comments:

.15 percent on the first \$5,000,000 and .10 percent on \$5,000,001 and above annually, to be billed quarterly.