



a town for a lifetime
IRONDEQUOIT *New York*

WORKSHOP MEETING
MARCH 10, 2020
4:00 PM

AGENDA

03-09-2020

PLEDGE OF ALLEGIANCE

ROLL CALL

STAFF SPOTLIGHT

REVIEW OF AGENDA ITEMS FOR THE MARCH 17, 2020 RTB MEETING

ITEMS FOR BOARD ACTION

- 3WS2020-1 Resolution Approving the Permanent Appointment of a Police Lieutenant
- 3WS2020-2 Resolution Approving the Permanent Appointment of a Police Captain
- 3WS2020-3 Resolution Approving the Appointment of Secretary to the Town Supervisor
- 3WS2020-4 Resolution Authorizing the Application and Acceptance of \$1,125,000 Worth of Grant Funding from the Dormitory Authority of the State of New York
- 3WS2020-5 Resolution Authorizing the Application and Acceptance of \$1,000,000 Worth of Grant Funding from the Dormitory Authority of the State of New York
- 3WS2020-6 Resolution Awarding of Irondequoit Community Center Phase II – General Building Construction
- 3WS2020-7 Resolution Awarding of Irondequoit Community Center Phase II – Electrical Construction
- 3WS2020-8 Resolution Awarding of Irondequoit Community Center Phase II – Plumbing Construction
- 3WS2020-9 Resolution Awarding of Irondequoit Community Center Phase II – HVAC Mechanical Construction
- 3WS2020-10 Resolution Authorizing the Consent to Transactions Involving the Skyview Senior Housing Project and the County of Monroe Industrial Development Agency

***NEXT REGULAR TOWN BOARD MEETING... TUESDAY, MARCH 17, 2020 @ 7 pm ***

**EXTRACT OF MINUTES OF A WORKSOP MEETING OF THE TOWN BOARD
ADOPTING A RESOLUTION APPROVING THE PERMANENT APPOINTMENT OF A
POLICE LIEUTENANT IN THE IRONDEQUOIT POLICE DEPARTMENT**

At a workshop meeting of the Town Board of the Town of Irondequoit, Monroe County, New York held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 10th day of March 2020 at 4:00 P.M. local time: there were

PRESENT:

David Seeley	Town Supervisor
Patrina Freeman	Town Board Member
John Perticone	Town Board Member
Kimie Romeo	Town Board Member
Peter Wehner	Town Board Member

Harter Secrest & Emery LLP	Attorney for the Town
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Town Board Member _____ offered the following resolution and moved its adoption:

WHEREAS, on December 17, 2019, the Town Board appointed Casey McLaughlin to the position of Police Lieutenant on a provisional basis; and

WHEREAS, Casey McLaughlin has taken and passed the Police Lieutenant Civil Service Exam; and

WHEREAS, per Civil Service Rules all temporary and provisional appointments must cease within two months from the date of notification of test results and permanent appointments must be made from the Certified List.

NOW, THEREFORE BE IT RESOLVED, that the Town Board approves the permanent appointment of Casey McLaughlin to the position of Police Lieutenant at an annual rate of \$110,788.00 to be paid from budget code 001.3120.0100.1100.

This resolution shall take effect immediately.

Seconded by the Town Board Member _____ and duly put to vote, which resulted as follows:

Town Board Member	Wehner	voting	_____
Town Board Member	Perticone	voting	_____
Town Board Member	Romeo	voting	_____
Town Board Member	Freeman	voting	_____
Town Supervisor	Seeley	voting	_____

**EXTRACT OF MINUTES OF A WORKSOP MEETING OF THE TOWN BOARD
ADOPTING A RESOLUTION APPROVING THE PERMANENT APPOINTMENT OF A
POLICE CAPTAIN IN THE IRONDEQUOIT POLICE DEPARTMENT**

At a workshop meeting of the Town Board of the Town of Irondequoit, Monroe County, New York held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 10th day of March 2020 at 4:00 P.M. local time: there were

PRESENT:

David Seeley	Town Supervisor
Patrina Freeman	Town Board Member
John Peticone	Town Board Member
Kimie Romeo	Town Board Member
Peter Wehner	Town Board Member

Harter Secrest & Emery LLP	Attorney for the Town
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Town Board Member _____ offered the following resolution and moved its adoption:

WHEREAS, on April 16, 2019, the Town Board appointed Alan Laird to the position of Police Captain on a provisional basis; and

WHEREAS, Alan Laird has taken and passed the Police Captain Civil Service Exam; and

WHEREAS, per Civil Service Rules all temporary and provisional appointments must cease within two months from the date of notification of test results and permanent appointments must be made from the Certified List.

NOW, THEREFORE BE IT RESOLVED, that the Town Board approves the permanent appointment of Alan Laird to the position of Police Captain at an annual rate of \$131,352.00 to be paid from budget code 001.3120.0100.1100.

This resolution shall take effect immediately.

Seconded by the Town Board Member _____ and duly put to vote, which resulted as follows:

Town Board Member	Wehner	voting	_____
Town Board Member	Peticone	voting	_____
Town Board Member	Romeo	voting	_____
Town Board Member	Freeman	voting	_____
Town Supervisor	Seeley	voting	_____

**EXTRACT OF MINUTES OF A WORKSOP MEETING OF THE TOWN BOARD
ADOPTING A RESOLUTION APPROVING THE APPOINTMENT OF A SECRETARY
TO THE TOWN SUPERVISOR**

At a workshop meeting of the Town Board of the Town of Irondequoit, Monroe County, New York held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 10th day of March 2020 at 4:00 P.M. local time: there were

PRESENT:

David Seeley	Town Supervisor
Patrina Freeman	Town Board Member
John Perticone	Town Board Member
Kimie Romeo	Town Board Member
Peter Wehner	Town Board Member

Harter Secrest & Emery LLP	Attorney for the Town
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Town Board Member _____ offered the following resolution and moved its adoption:

WHEREAS, there is a need to appoint a Secretary to the Supervisor; and

WHEREAS, the Town Supervisor recommends the hiring of Alex Hipolito as the Secretary to the Supervisor; and

NOW, THEREFORE BE IT RESOLVED, that the Town Board approves the hiring of Alex Hipolito as the Secretary to the Supervisor an annual rate of \$47,500.00 to be paid from budget code 001.1220.0100.1100.

This resolution shall take effect upon hire.

Seconded by the Town Board Member _____ and duly put to vote, which resulted as follows:

Town Board Member	Wehner	voting	_____
Town Board Member	Perticone	voting	_____
Town Board Member	Romeo	voting	_____
Town Board Member	Freeman	voting	_____
Town Supervisor	Seeley	voting	_____

EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION AUTHORIZING THE APPLICATION FOR AND ACCEPTANCE OF \$1,125,000 WORTH OF GRANT FUNDING FROM THE DORMITORY AUTHORITY OF THE STATE OF NEW YORK

At the workshop meeting of the Town Board of the Town of Irondequoit (“Town”), Monroe County, New York held at the Town Hall, 1280 Titus Avenue, in said Town, on the 10th day of March, 2020 at 4:00 p.m. local time; there were:

PRESENT:

David Seeley	Town Supervisor
Patrina Freeman	Town Board Member
John Perticone	Town Board Member
Kimie Romeo	Town Board Member
Peter Wehner	Town Board Member
Harter Secrest & Emery LLP	Attorney for the Town

Town Board Member _____ offered the following resolution and moved its adoption:

WHEREAS, the Town Board has approved the construction and equipping of a new Department of Public Works Highway garage (the “Project”) with a maximum estimated cost of \$16,250,000, with the plan for the financing thereof including \$1,125,000 in grant monies to be received from the State of New York; and

WHEREAS, the Dormitory Authority of the State of New York (“DASNY”), through its State and Municipalities Facilities Program, has made available to the Town \$1,125,000 in grant funding toward the Project (the “Grant”); and

WHEREAS, the Project is advisable and in the best interest of the Town; and

WHEREAS, it is advisable and in the best interest of the Town to fund the Project in part with the Grant funding.

NOW THEREFORE BE IT RESOLVED, that the Town Board accepts the Grant;

AND, BE IT FURTHER RESOLVED, that the Town Supervisor is hereby authorized and directed to apply for the Grant and that the form, terms and provisions of that certain Grant Disbursement Agreement between the DASNY and the Town, in substantially the form annexed hereto as Attachment A and in final form and substance to be approved by the Town Supervisor, and his signature thereon being conclusive evidence of such approval (the “Agreement”), and that the execution, delivery and performance by the Town of the Agreement and the

consummation of all of the transactions contemplated thereby, are hereby in all respects approved, adopted and authorized;

AND, BE IT FURTHER RESOLVED, that the Town Supervisor be, and hereby is, authorized, empowered and directed to take all such further actions and to execute, deliver, certify and file all such further agreements, undertakings, certificates, instruments and documents, in the name of and on behalf of the Town, and to pay all such costs, fees and expenses as the Town Supervisor shall approve as necessary or advisable to carry out the intent and accomplish the purposes of the foregoing recitals and resolution and the transactions contemplated thereby, the taking of such actions and the execution, delivery, certification and filing of such documents to be conclusive evidence of such approval;

AND, BE IT FURTHER RESOLVED, that that any and all actions taken by the Town Supervisor prior to the date of adoption of the foregoing resolutions which would have been authorized by the foregoing resolutions but for the fact that such actions were taken prior to such date, be, and each hereby is, ratified, approved, confirmed and adopted as a duly authorized act of the Town in all respects and for all purposes.

This resolution shall take effect immediately upon its adoption.

Seconded by Town Board Member _____ and duly put to vote, which resulted as follows:

Town Board Member	Wehner	voting	_____
Town Board Member	Perticone	voting	_____
Town Board Member	Romeo	voting	_____
Town Board Member	Freeman	voting	_____
Town Supervisor	Seeley	voting	_____

Attachment A

(Grant Disbursement Agreement)

This **GRANT DISBURSEMENT AGREEMENT** includes all exhibits and attachments hereto and is made on the terms and by the parties listed below and relates to the project described below:

DORMITORY AUTHORITY OF THE STATE OF NEW YORK ("DASNY"):	515 Broadway Albany, New York 12207 Contact: Karen Hunter Phone: (518) 257-3177 E-mail: grants@dasny.org
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THE GRANTEE:	Town of Irondequoit 1280 Titus Avenue Rochester, NY 14617 Contact: Mr. Robert Kiley Phone: (585) 336-6033 Email: rkiley@irondequoit.org
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THE PROJECT:	Construction of Buildings at the New Department of Public Works Campus
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PROJECT LOCATION:	Department of Public Works
PROJECT ADDRESS:	2629 East Ridge Road, Rochester, NY
GRANT AMOUNT:	\$1,125,000
FUNDING SOURCE:	State and Municipal Facilities Program ("SAM")

For Office Use Only:

PRELIMINARY APPLICATION OR PROJECT INFORMATION SHEET DATE:	01/29/2019
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DATE GDA SENT TO GRANTEE:	02/26/2020
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DATE AGREEMENT SIGNED BY GRANTEE:	
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DATE AGREEMENT SIGNED BY DASNY:	
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EXPIRATION DATE OF THIS AGREEMENT:	
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Project ID: 15857
FMS#: 147588
GranteeID: 1515
GrantID: 16922

TERMS AND CONDITIONS

1. The Project

The Grantee will perform tasks within the scope of the project description, budget, and timeline as set forth in the Project Budget attached hereto as Exhibit A (collectively, the "Project") which was described by the Grantee in the Preliminary Application or Project Information Sheet submitted by the Grantee, then reviewed by DASNY and approved by the State.

2. Project Budget and Use of Funds

- a) The Grantee will undertake and complete the Project in accordance with the overall budget, which includes the Grant funds, as set forth in the attached Exhibit A. The Grant will be applied to eligible expenses which are as described in the Preliminary Application or Project Information Sheet, and fall within the scope of the project description set forth in the attached Exhibit A.
- b) Grantee agrees and covenants to apply the Grant proceeds only to capital works or purposes, which shall consist of the following:
 - i. the acquisition, construction, demolition, or replacement of a fixed asset or assets;
 - ii. the major repair or renovation of a fixed asset, or assets, which materially extends its useful life or materially improves or increases its capacity; or
 - iii. the planning or design of the acquisition, construction, demolition, replacement, major repair or renovation of a fixed asset or assets, including the preparation and review of plans and specifications including engineering and other services, field surveys and sub-surface investigations incidental thereto.
- c) Grantee agrees and covenants that the Grant proceeds shall not be used for costs that are not capital in nature, which include, but shall not be limited to working capital, rent, utilities, salaries, supplies, administrative expenses, or to pay down debt incurred to undertake the Project.

3. Books and Records

The Grantee will maintain accurate books and records concerning the Project for six (6) years from the date the Project is completed and will make those books and records available to DASNY, its agents, officers and employees during Grantee's business hours upon reasonable request. In the event of earlier termination of this Agreement, such documentation shall be made available to DASNY, its agents, officers and employees for six (6) years following the date of such early termination.

4. Conditions Precedent to Disbursement of the Grant

No Grant funds shall be disbursed until the following conditions have been satisfied:

- a) DASNY has received the project description, budget, and timeline as set forth in the attached Exhibit A, and an opinion of Grantee's counsel, in substantially the form attached hereto as Exhibit B; and
- b) The requirements of the SAM Program have been met; and
- c) The monies required to fund the Grant have been received by DASNY; and
- d) In the event of disbursement pursuant to paragraph 5(b) below, the Grantee has provided DASNY with documentation evidencing that a segregated account has been established by the Grantee into which Grant funds will be deposited (the "Segregated Account"). Eligible Expenses incurred in connection with the Project to be financed with Grant proceeds that are to be paid on invoice shall be paid out of the Segregated Account. The funds in such account shall not be used for any other purpose.
- e) The Grantee certifies that it is in compliance with the provisions of the SAM Program as well as this Agreement and that the Grant will only be used for the Project set forth in the Preliminary Application or Project Information Sheet and in Exhibit A hereto.
- f) Not-for-profit organizations are required to register and prequalify on the New York State Grants Gateway (<https://grantsmanagement.ny.gov/>) in order to receive Grant funds. The Grantee's Document Vault must be in prequalification status prior to any disbursements of the grant funds.

5. Disbursement

Subject to the terms and conditions contained in this Agreement, DASNY shall disburse the Grant to the Grantee, in the manner set forth in Exhibit D, as follows:

- a) Reimbursement: DASNY shall make payment directly to the Grantee in the amount of Eligible Expenses actually incurred and paid for by the Grantee, upon presentation to DASNY of:
 - i. the Payment Requisition Forms attached to this Agreement as Exhibit E and its attachments;
 - ii. copies of invoices for Eligible Expenses from the Grantee's contractor and/or vendor and proof of payment from the Grantee to the contractor and/or vendor in a form acceptable to DASNY; and
 - iii. such additional supporting documentation as DASNY may require in order to clearly demonstrate that Eligible Expenses were incurred and paid by the Grantee in connection with the Project described herein; or

b) Payment on Invoice:

- i. DASNY may make payment directly to the Grantee in the amount of Eligible Expenses actually incurred by the Grantee, upon presentation to DASNY of:
 - 1) the Payment Requisition Forms attached to this Agreement as Exhibit E and its attachments;
 - 2) copies of invoices for Eligible Expenses from the Grantee's contractor and/or vendor in a form acceptable to DASNY evidencing the completion of work; and
 - 3) such additional supporting documentation as DASNY may require in order to clearly demonstrate that Eligible Expenses were incurred by the Grantee in connection with the Project described herein.
- ii. The Grantee must deposit all Grant proceeds paid on invoice pursuant to this paragraph 5(b) into the Segregated Account established pursuant to Paragraph 4(d). All Eligible Expenses incurred in connection with the Project to be financed with Grant funds that are to be paid on invoice must be paid out of this account. The account shall not be used for any other purpose.
- iii. The Grantee must provide proof of disbursement of Grant funds to the respective contractor and/or vendor in a form acceptable to DASNY, within sixty (60) days of the date that Grant funds are disbursed to the Grantee to pay for such costs. DASNY will not make any additional disbursements from Grant funds until such time as proof of payment is provided.
- iv. Utilizing the Grant funds paid to the Grantee pursuant to this section for any purpose other than paying the contractors and/or vendors identified in the requisition documentation in the amounts set forth in the requisition shall constitute a default under this Agreement and shall, at a minimum, result in the denial of payment on invoice for subsequent requisitions.
- v. DASNY may deny payment on invoice at its sole and absolute discretion, thereby restricting the method of payment pursuant to this contract to reimbursement subject to the terms of Section 5(a).

c) Real Property Acquisition:

- i. Prior to closing on the sale of the subject real property, DASNY shall be provided with an executed Escrow Instruction Letter, signed by DASNY and an escrow agent approved by DASNY, a title report, the draft deed and any other documents requested by DASNY to justify and support the costs to be paid at the closing from Grant funds.
- ii. DASNY shall transfer the Grant funds to the escrow agent to hold in escrow pending closing. The Grant funds will be wired to the escrow agent not more than one (1) business day prior to the scheduled closing unless otherwise approved by DASNY.

- iii. On the day of the closing, the escrow agent shall provide DASNY with copies of the executed deed, a copy of the title insurance policy, the final closing statement setting forth costs to be paid at closing, and copies of any checks to be drawn against Grant funds.
 - iv. Upon DASNY approval, the escrow agent shall disburse the Grant funds as set forth in the documentation described in (iii), above.
- d) Electronic Payments Program: DASNY reserves the right to implement an electronic payment program ("Electronic Payment Program") for all payments to be made to the Grantee thereunder. Prior to implementing an Electronic Payment Program, DASNY shall provide the Grantee written notice one hundred twenty days prior to the effective date of such Electronic Payment Program ("Electronic Payment Effective Date"). Commencing on or after the Electronic Payment Effective Date, all payments due hereunder by the Grantee shall only be rendered electronically, unless payment by paper check is expressly authorized by DASNY. Commencing on or after the Electronic Payment Effective Date the Grantee further acknowledges and agrees that DASNY may withhold any request for payment hereunder, if the Grantee has not complied with DASNY's Policies and Procedures relating to its Electronic Payment Program in effect at such time, unless payment by paper check is expressly authorized by DASNY.
- e) In no event will DASNY make any payment which would cause DASNY's aggregate disbursements to exceed the Grant amount.
- f) The Grant, or a portion thereof, may be subject to recapture by DASNY as provided in Section 9(c) hereof.

6. Non-Discrimination and Affirmative Action

The Grantee shall make its best effort to comply with DASNY's Non-Discrimination and Affirmative Action policies set forth in Exhibit F to this Agreement.

7. No Liability of DASNY or the State

DASNY shall not in any event whatsoever be liable for any injury or damage, cost or expense of any nature whatsoever that occurs as a result of or in any way in connection with the Project and the Grantee hereby agrees to indemnify and hold harmless DASNY, the State and their respective agents, officers, employees and directors (collectively, the "Indemnitees") from and against any and all such liability and any other liability for injury or damage, cost or expense resulting from the payment of the Grant by DASNY to the Grantee or use of the Project in any manner, including in a manner which, if the bonds are issued on a tax-exempt basis, (i) results in the interest on the bonds issued by DASNY the proceeds of which were used to fund the Grant (the "Bonds") to be includable in gross income for federal income tax purposes or (ii) gives rise to an allegation against DASNY by a governmental agency or authority, which DASNY defends that the interest on the Bonds is includable in gross income for federal income tax purposes, other than that caused by the gross negligence or the willful misconduct of the Indemnitees.

8. Warranties and Covenants

The Grantee warrants and covenants that:

- a) The Grant shall be used solely for Eligible Expenses in accordance with the Terms and Conditions of this Agreement.
- b) No materials, if any, purchased with the Grant will be used for any purpose other than the eligible Project costs as identified in Exhibit A.
- c) The Grantee agrees to utilize all funds disbursed in accordance with this Agreement in accordance with the terms of the SAM Program.
- d) The Grantee is solely responsible for all Project costs in excess of the Grant. The Grantee will incur and pay Project costs and submit requisitions for reimbursement in connection with such costs.
- e) The Grantee has sufficient, secured funding for all Project costs in excess of the Grant, and will complete the Project as described in the Preliminary Application or Project Information Sheet and in this Agreement.
- f) The Grantee agrees to use its best efforts to utilize the Project for substantially the same purpose set forth in this Agreement until such time as the Grantee determines that the Project is no longer reasonably necessary or useful in furthering the public purpose for which the grant was made.
- g) There has been no material adverse change in the financial condition of the Grantee since the date of submission of the Preliminary Application or Project Information Sheet to DASNY.
- h) No part of the Grant will be applied to any expenses paid or payable from any other external funding source, including State or Federal grants, or grants from any other public or private source.
- i) The Grantee owns, leases, or otherwise has control over the site where the Project will be located. If the Project includes removable equipment or furnishings including but not limited to, computer hardware and software, air conditioning units, lab equipment, office furniture and telephone systems, Grantee will develop, implement and maintain an inventory system for tracking such removable equipment and furnishings.
- j) In the event the Grantee will utilize the Grant funds to acquire real property, the Grantee must retain title ownership to the real property. If at any time during the term of this Agreement the real property is repurchased by the Seller or otherwise conveyed to any entity other than the Grantee, the Grantee will notify DASNY within 10 business days from the date the contract of sale is executed OR within 10 business days from the date the Grantee initiates or is notified of the intent to transfer ownership of the real property, whichever is earlier. In that event, Grantee hereby agrees to repay to DASNY all Grant funds disbursed pursuant to this Agreement.
- k) The Project to be funded by the Grant will be located in the State of New York. If the Grant will fund all or a portion of the purchase of any type of vehicle, such vehicle will

be registered in the State of New York and a copy of the New York State Vehicle Registration documents will be provided to DASNY's Accounts Payable Department at the time of requisition.

- l) Grantee is in compliance with, and shall continue to comply in all material respects, with all applicable laws, rules, regulations and orders affecting the Grantee and the Project including but not limited to maintaining the Grantee's document vault on the New York State Grants Reform Gateway (<https://grantsmanagement.ny.gov/>).
- m) The Grantee has obtained all necessary consents and approvals from the property owner in connection with any work to be undertaken in connection with the Project.
- n) All contractors and vendors retained to perform services in connection with the Project shall be authorized to do business in the State of New York and/or filed such documentation, certifications, or other information with the State or County as required in order to lawfully provide such services in the State of New York. In addition, said contractor/vendors shall possess and maintain all professional licenses and/or certifications required to perform the tasks undertaken in connection with the Project.
- o) Neither the Grantee nor any of the members of its Board of Directors or other governing body or its employees have given or will give anything of value to anyone to procure the Grant or to influence any official act or the judgment of any person in the performance of any of the terms of this Agreement.
- p) The Grant shall not be used in any manner for any of the following purposes:
 - i. political activities of any kind or nature, including, but not limited to, furthering the election or defeat of any candidate for public, political or party office, or for providing a forum for such candidate activity to promote the passage, defeat, or repeal of any proposed or enacted legislation;
 - ii. religious worship, instruction or proselytizing as part of, or in connection with, the performance of this Agreement;
 - iii. payments to any firm, company, association, corporation or organization in which a member of the Grantee's Board of Directors or other governing body, or any officer or employee of the Grantee, or a member of the immediate family of any member of the Grantee's Board of Directors or other governing body, officer, or employee of the Grantee has any ownership, control or financial interest, including but not limited to an officer or employee directly or indirectly responsible for the preparation or the determination of the terms of the contract or other arrangement pursuant to which the proceeds of the Grant are to be disbursed. For purposes of this paragraph, "ownership" means ownership, directly or indirectly, of more than five percent (5%) of the assets, stock, bonds or other dividend or interest-bearing securities; and "control" means serving as a member of the board of directors or other governing body, or as an officer in any of the above; and

- iv. payment to any member of Grantee's Board of Directors or other governing body of any fee, salary or stipend for employment or services, except as may be expressly provided for in this Agreement.
- q) The relationship of the Grantee (including, for purposes of this paragraph, its officers, employees, agents and representatives) to DASNY arising out of this Agreement shall be that of an independent contractor. The Grantee covenants and agrees that it will conduct itself in a manner consistent with such status, that it will neither hold itself out as, nor claim to be, an officer, employee, agent or representative of DASNY or the State by reason hereof, and that it will not by reason thereof, make any claim, demand or application for any right or privilege applicable to an officer, employee, agent or representative of DASNY or the State, including without limitation, worker's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.
- r) The information contained in the Preliminary Application or Project Information Sheet submitted by the Grantee in connection with the Project and the Grant, as such may have been amended or supplemented and any supplemental documentation requested by the State or DASNY in connection with the Grant, is incorporated herein by reference in its entirety. In the event of an inconsistency between the descriptions, conditions, and terms of this Agreement and those contained in the Preliminary Application or Project Information Sheet, the provisions of this Agreement shall govern. The Grantee hereby acknowledges that DASNY has relied on the statements and representations made by the Grantee in the Preliminary Application or Project Information Sheet and any supplemental information in making the Grant. The Grantee hereby represents and warrants that it has made no material misstatement or omission of fact in the Preliminary Application or Project Information Sheet, supplemental information, or otherwise in connection with the Grant and that the information contained in the Preliminary Application or Project Information Sheet and supplemental information continues on the date hereof to be materially correct and complete.
- s) The Grantee hereby represents and warrants that it has made no material misstatement or omission of fact in the Grantee Questionnaire ("GQ"), attached hereto as Exhibit C, or the Grantee's document vault in the New York State's Grants Reform Gateway completed by the Grantee in connection with the Project and the Grant, and that the responses in the GQ and the document vault continue on the date hereof to be materially correct and complete. The Grantee hereby acknowledges that DASNY has relied on the statements and representations made by the Grantee in the GQ in making the Grant, and that the Grantee will be required to reaffirm the information therein each time a requisition for grant funds is presented to DASNY.
- t) The Grantee is duly organized, validly existing and in good standing under the laws of the State of New York, or is duly organized and validly existing under the laws of another jurisdiction and is authorized to do business and is in good standing in the State of New York and shall maintain its corporate existence in good standing in each such jurisdiction for the term of this Agreement, and has full power and authority to execute and deliver the Agreement and to perform its obligations thereunder;
- u) The Grantee agrees to provide such documentation to DASNY as may be requested by DASNY in its sole and absolute discretion to support a requisition for payment, to

determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by DASNY in connection with the Grant, and further acknowledges that if documentation requested in connection with a requisition for payment does not, in the sole and absolute discretion of DASNY, provide adequate support for the costs requested, that such requisition request shall be denied and payment shall not be made to the Grantee.

- v) The Agreement was duly authorized, executed and delivered by the Grantee and is binding on and enforceable against the Grantee in accordance with its terms.

9. Default and Remedies

- a) Each of the following shall constitute a default by the Grantee under this Agreement:
 - i. Failure to perform or observe any obligation, warranty or covenant of the Grantee contained herein, or the failure by the Grantee to perform the requirements herein to the reasonable satisfaction of DASNY and within the time frames established therefor under this Agreement.
 - ii. Failure to comply with any request for information reasonably made by DASNY to determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by DASNY in connection with the Grant.
 - iii. The making by the Grantee of any false statement or the omission by the Grantee to state any material fact in or in connection with this Agreement or the Grant, including information provided in the Preliminary Application or Project Information Sheet or in any supplemental information that may be requested by the State or DASNY.
 - iv. The Grantee shall (A) be generally not paying its debts as they become due, (B) file, or consent by answer or otherwise to the filing against it of, a petition under the United States Bankruptcy Code or under any other bankruptcy or insolvency law of any jurisdiction, (C) make a general assignment for the benefit of its general creditors, (D) consent to the appointment of a custodian, receiver, trustee or other officer with similar powers of itself or of any substantial part of its property, (E) be adjudicated insolvent or be liquidated or (F) take corporate action for the purpose of any of the foregoing.
 - v. An order of a court having jurisdiction shall be made directing the sale, disposition or distribution of all or substantially all of the property belonging to the Grantee, which order shall remain undismissed or unstayed for an aggregate of thirty (30) days.
 - vi. The Grantee abandons the Project prior to its completion.
 - vii. The Grantee is found to have falsified or modified any documents submitted in connection with this grant, including but not limited to invoice, contract or payment documents submitted in connection with a Grantee's request for payment/reimbursement.

viii. Utilizing the Grant funds paid to the Grantee pursuant to Section 5(b) for any purpose other than paying the contractors and/or vendors identified in the requisition documentation in the amounts set forth in the requisition.

- b) Upon the occurrence of a default by the Grantee and written notice by DASNY indicating the nature of the default, DASNY shall have the right to terminate this Agreement.
- c) Upon any such termination, DASNY may withhold any Grant proceeds not yet disbursed and may require repayment of Grant proceeds already disbursed. If DASNY determines that any Grant proceeds had previously been released based upon fraudulent representations or other willful misconduct, DASNY may require repayment of those funds and may refer the matter to the appropriate authorities for prosecution. DASNY shall be entitled to exercise any other rights and seek any other remedies provided by law.

10. Term of Agreement

Notwithstanding the provisions of Section 9 hereof, this Agreement shall terminate three (3) years after the latest date set forth on the front page hereof without any further notice to the Grantee. DASNY, in its sole discretion, may extend the term of this Agreement upon a showing by the Grantee that the Project is under construction and is expected to be completed within the succeeding twelve (12) months. All requisitions must be submitted to DASNY in proper form prior to the termination date in order to be reimbursed.

11. Project Audit

DASNY shall, upon reasonable notice, have the right to conduct, or cause to be conducted, one or more audits, including field inspections, of the Grantee to assure that the Grantee is in compliance with this Agreement. This right to audit shall continue for six (6) years following the completion of the Project or earlier termination of this Agreement.

12. Survival of Provisions

The provisions of Sections 3, 7, 8(o), 8(p) and 11 shall survive the expiration or earlier termination of this Agreement.

13. Notices

Each notice, demand, request or other communication required or otherwise permitted hereunder shall be in writing and shall be effective upon receipt if personally delivered or sent by any overnight service or three (3) days after dispatch by certified mail, return receipt requested, to the addresses set forth on this document's cover page.

14. Assignment

The Grantee may not assign or transfer this Agreement or any of its rights hereunder.

15. Modification

This Agreement may be modified only by a written instrument executed by the party against whom enforcement of such modification is sought.

16. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. This Agreement shall be construed without the aid of any presumption or other rule of law regarding construction against the party drafting this Agreement or any part of it. In case any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such provision(s) had never been contained herein.

17. Confidentiality of Information

Any information contained in reports made to DASNY or obtained by DASNY as a result of any audit or examination of Grantee's documents or relating to trade secrets, operations and commercial or financial information, including but not limited to the nature, amount or source of income, profits, losses, financial condition, marketing plans, manufacturing processes, production costs, productivity rates, or customer lists, provided that such information is clearly marked "confidential" by the Grantee that concerns or relates to trade secrets, operations and commercial or financial information, including but not limited to the nature, amount or source of income, profits, losses or expenditures, financial condition, marketing plans, manufacturing processes, production costs, productivity rates, or customer lists, which is determined by DASNY to be exempt from public disclosure under the Freedom of Information Law, shall be considered business confidential and is not to be released to anyone, except DASNY and staff directly involved in assisting the Grantee, without prior written authorization from the Grantee, as applicable. Notwithstanding the foregoing, DASNY will not be liable for any information disclosed, in DASNY's sole discretion, pursuant to the Freedom of Information Law, or which DASNY is required to disclose pursuant to legal process.

18. Executory Clause

This Agreement shall be deemed executory to the extent of monies available for the SAM Program to DASNY.

Town of Irondequoit

Construction of Buildings at the New Department of Public Works Campus
Project ID 15857

This agreement is entered into as of the latest date written below:

GRANTEE: TOWN OF IRONDEQUOIT

(Signature of Grantee Authorized Officer)

(Printed Name and Title)

Date: _____

DORMITORY AUTHORITY OF THE STATE OF NEW YORK

(Signature of DASNY Authorized Officer)

(Printed Name)

Date: _____

EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION AUTHORIZING THE APPLICATION FOR AND ACCEPTANCE OF \$1,000,000 WORTH OF GRANT FUNDING FROM THE DORMITORY AUTHORITY OF THE STATE OF NEW YORK

At the workshop meeting of the Town Board of the Town of Irondequoit (“Town”), Monroe County, New York held at the Town Hall, 1280 Titus Avenue, in said Town, on the 10th day of March, 2020 at 4:00 p.m. local time; there were:

PRESENT:

David Seeley	Town Supervisor
Patrina Freeman	Town Board Member
John Perticone	Town Board Member
Kimie Romeo	Town Board Member
Peter Wehner	Town Board Member
Harter Secrest & Emery LLP	Attorney for the Town

Town Board Member _____ offered the following resolution and moved its adoption:

WHEREAS, on December 19, 2017, the Town Board adopted Resolution No. 2017-323 authorizing the construction and equipping of a new Department of Public Works Highway garage (the “Project”) with a maximum estimated cost of \$16,250,000, with the plan for the financing thereof including \$1,000,000 in grant monies expected to be received from the State of New York; and

WHEREAS, the Dormitory Authority of the State of New York (“DASNY”), through its State and Municipalities Facilities Program, has made available to the Town \$1,000,000 in grant funding toward the Project (the “Grant”); and

WHEREAS, the Project is advisable and in the best interest of the Town; and

WHEREAS, it is advisable and in the best interest of the Town to fund the Project in part with the Grant funding.

NOW THEREFORE BE IT RESOLVED, that the Town Board accepts the Grant;

AND, BE IT FURTHER RESOLVED, that the Town Supervisor is hereby authorized and directed to apply for the Grant and that the form, terms and provisions of that certain Grant Disbursement Agreement between the DASNY and the Town, in substantially the form annexed hereto as Attachment A and in final form and substance to be approved by the Town Supervisor, and his signature thereon being conclusive evidence of such approval (the “Agreement”), and

that the execution, delivery and performance by the Town of the Agreement and the consummation of all of the transactions contemplated thereby, are hereby in all respects approved, adopted and authorized;

AND, BE IT FURTHER RESOLVED, that the Town Supervisor be, and hereby is, authorized, empowered and directed to take all such further actions and to execute, deliver, certify and file all such further agreements, undertakings, certificates, instruments and documents, in the name of and on behalf of the Town, and to pay all such costs, fees and expenses as the Town Supervisor shall approve as necessary or advisable to carry out the intent and accomplish the purposes of the foregoing recitals and resolution and the transactions contemplated thereby, the taking of such actions and the execution, delivery, certification and filing of such documents to be conclusive evidence of such approval;

AND, BE IT FURTHER RESOLVED, that that any and all actions taken by the Town Supervisor prior to the date of adoption of the foregoing resolutions which would have been authorized by the foregoing resolutions but for the fact that such actions were taken prior to such date, be, and each hereby is, ratified, approved, confirmed and adopted as a duly authorized act of the Town in all respects and for all purposes.

This resolution shall take effect immediately upon its adoption.

Seconded by Town Board Member _____ and duly put to vote, which resulted as follows:

Town Board Member	Wehner	voting	_____
Town Board Member	Perticone	voting	_____
Town Board Member	Romeo	voting	_____
Town Board Member	Freeman	voting	_____
Town Supervisor	Seeley	voting	_____

Attachment A

(Grant Disbursement Agreement)

This **GRANT DISBURSEMENT AGREEMENT** includes all exhibits and attachments hereto and is made on the terms and by the parties listed below and relates to the project described below:

DORMITORY AUTHORITY OF THE STATE OF NEW YORK ("DASNY"):

515 Broadway
Albany, New York 12207
Contact: Karen Hunter
Phone: (518) 257-3177
E-mail: grants@dasny.org

THE GRANTEE:

Town of Irondequoit
1280 Titus Avenue
Rochester, NY 14617
Contact: Mr. Robert Kiley
Phone: (585) 336-6033
Email: rkiley@irondequoit.org

THE PROJECT:

Construction of a New Public Works
Garage

PROJECT LOCATION:

East Ridge Road, Rochester, NY 14617

PROJECT ADDRESS:

Rochester, NY

GRANT AMOUNT:

\$1,000,000

FUNDING SOURCE:

State and Municipal Facilities Program
("SAM")

For Office Use Only:

**PRELIMINARY APPLICATION OR PROJECT
INFORMATION SHEET DATE:**

05/24/2018

DATE GDA SENT TO GRANTEE:

01/17/2020

DATE AGREEMENT SIGNED BY GRANTEE:

DATE AGREEMENT SIGNED BY DASNY:

EXPIRATION DATE OF THIS AGREEMENT:

Project ID: 12973
FMS#: 147588
GranteeID: 1515
GrantID: 14046

TERMS AND CONDITIONS

1. The Project

The Grantee will perform tasks within the scope of the project description, budget, and timeline as set forth in the Project Budget attached hereto as Exhibit A (collectively, the "Project") which was described by the Grantee in the Preliminary Application or Project Information Sheet submitted by the Grantee, then reviewed by DASNY and approved by the State.

2. Project Budget and Use of Funds

- a) The Grantee will undertake and complete the Project in accordance with the overall budget, which includes the Grant funds, as set forth in the attached Exhibit A. The Grant will be applied to eligible expenses which are as described in the Preliminary Application or Project Information Sheet, and fall within the scope of the project description set forth in the attached Exhibit A.
- b) Grantee agrees and covenants to apply the Grant proceeds only to capital works or purposes, which shall consist of the following:
 - i. the acquisition, construction, demolition, or replacement of a fixed asset or assets;
 - ii. the major repair or renovation of a fixed asset, or assets, which materially extends its useful life or materially improves or increases its capacity; or
 - iii. the planning or design of the acquisition, construction, demolition, replacement, major repair or renovation of a fixed asset or assets, including the preparation and review of plans and specifications including engineering and other services, field surveys and sub-surface investigations incidental thereto.
- c) Grantee agrees and covenants that the Grant proceeds shall not be used for costs that are not capital in nature, which include, but shall not be limited to working capital, rent, utilities, salaries, supplies, administrative expenses, or to pay down debt incurred to undertake the Project.

3. Books and Records

The Grantee will maintain accurate books and records concerning the Project for six (6) years from the date the Project is completed and will make those books and records available to DASNY, its agents, officers and employees during Grantee's business hours upon reasonable request. In the event of earlier termination of this Agreement, such documentation shall be made available to DASNY, its agents, officers and employees for six (6) years following the date of such early termination.

4. Conditions Precedent to Disbursement of the Grant

No Grant funds shall be disbursed until the following conditions have been satisfied:

- a) DASNY has received the project description, budget, and timeline as set forth in the attached Exhibit A, and an opinion of Grantee's counsel, in substantially the form attached hereto as Exhibit B; and
- b) The requirements of the SAM Program have been met; and
- c) The monies required to fund the Grant have been received by DASNY; and
- d) In the event of disbursement pursuant to paragraph 5(b) below, the Grantee has provided DASNY with documentation evidencing that a segregated account has been established by the Grantee into which Grant funds will be deposited (the "Segregated Account"). Eligible Expenses incurred in connection with the Project to be financed with Grant proceeds that are to be paid on invoice shall be paid out of the Segregated Account. The funds in such account shall not be used for any other purpose.
- e) The Grantee certifies that it is in compliance with the provisions of the SAM Program as well as this Agreement and that the Grant will only be used for the Project set forth in the Preliminary Application or Project Information Sheet and in Exhibit A hereto.
- f) Not-for-profit organizations are required to register and prequalify on the New York State Grants Gateway (<https://grantsmanagement.ny.gov/>) in order to receive Grant funds. The Grantee's Document Vault must be in prequalification status prior to any disbursements of the grant funds.

5. Disbursement

Subject to the terms and conditions contained in this Agreement, DASNY shall disburse the Grant to the Grantee, in the manner set forth in Exhibit D, as follows:

- a) Reimbursement: DASNY shall make payment directly to the Grantee in the amount of Eligible Expenses actually incurred and paid for by the Grantee, upon presentation to DASNY of:
 - i. the Payment Requisition Forms attached to this Agreement as Exhibit E and its attachments;
 - ii. copies of invoices for Eligible Expenses from the Grantee's contractor and/or vendor and proof of payment from the Grantee to the contractor and/or vendor in a form acceptable to DASNY; and
 - iii. such additional supporting documentation as DASNY may require in order to clearly demonstrate that Eligible Expenses were incurred and paid by the Grantee in connection with the Project described herein; or

b) Payment on Invoice:

- i. DASNY may make payment directly to the Grantee in the amount of Eligible Expenses actually incurred by the Grantee, upon presentation to DASNY of:
 - 1) the Payment Requisition Forms attached to this Agreement as Exhibit E and its attachments;
 - 2) copies of invoices for Eligible Expenses from the Grantee's contractor and/or vendor in a form acceptable to DASNY evidencing the completion of work; and
 - 3) such additional supporting documentation as DASNY may require in order to clearly demonstrate that Eligible Expenses were incurred by the Grantee in connection with the Project described herein.
- ii. The Grantee must deposit all Grant proceeds paid on invoice pursuant to this paragraph 5(b) into the Segregated Account established pursuant to Paragraph 4(d). All Eligible Expenses incurred in connection with the Project to be financed with Grant funds that are to be paid on invoice must be paid out of this account. The account shall not be used for any other purpose.
- iii. The Grantee must provide proof of disbursement of Grant funds to the respective contractor and/or vendor in a form acceptable to DASNY, within sixty (60) days of the date that Grant funds are disbursed to the Grantee to pay for such costs. DASNY will not make any additional disbursements from Grant funds until such time as proof of payment is provided.
- iv. Utilizing the Grant funds paid to the Grantee pursuant to this section for any purpose other than paying the contractors and/or vendors identified in the requisition documentation in the amounts set forth in the requisition shall constitute a default under this Agreement and shall, at a minimum, result in the denial of payment on invoice for subsequent requisitions.
- v. DASNY may deny payment on invoice at its sole and absolute discretion, thereby restricting the method of payment pursuant to this contract to reimbursement subject to the terms of Section 5(a).

c) Real Property Acquisition:

- i. Prior to closing on the sale of the subject real property, DASNY shall be provided with an executed Escrow Instruction Letter, signed by DASNY and an escrow agent approved by DASNY, a title report, the draft deed and any other documents requested by DASNY to justify and support the costs to be paid at the closing from Grant funds.
- ii. DASNY shall transfer the Grant funds to the escrow agent to hold in escrow pending closing. The Grant funds will be wired to the escrow agent not more than one (1) business day prior to the scheduled closing unless otherwise approved by DASNY.

- iii. On the day of the closing, the escrow agent shall provide DASNY with copies of the executed deed, a copy of the title insurance policy, the final closing statement setting forth costs to be paid at closing, and copies of any checks to be drawn against Grant funds.
 - iv. Upon DASNY approval, the escrow agent shall disburse the Grant funds as set forth in the documentation described in (iii), above.
- d) **Electronic Payments Program:** DASNY reserves the right to implement an electronic payment program ("Electronic Payment Program") for all payments to be made to the Grantee thereunder. Prior to implementing an Electronic Payment Program, DASNY shall provide the Grantee written notice one hundred twenty days prior to the effective date of such Electronic Payment Program ("Electronic Payment Effective Date"). Commencing on or after the Electronic Payment Effective Date, all payments due hereunder by the Grantee shall only be rendered electronically, unless payment by paper check is expressly authorized by DASNY. Commencing on or after the Electronic Payment Effective Date the Grantee further acknowledges and agrees that DASNY may withhold any request for payment hereunder, if the Grantee has not complied with DASNY's Policies and Procedures relating to its Electronic Payment Program in effect at such time, unless payment by paper check is expressly authorized by DASNY.
- e) In no event will DASNY make any payment which would cause DASNY's aggregate disbursements to exceed the Grant amount.
- f) The Grant, or a portion thereof, may be subject to recapture by DASNY as provided in Section 9(c) hereof.

6. Non-Discrimination and Affirmative Action

The Grantee shall make its best effort to comply with DASNY's Non-Discrimination and Affirmative Action policies set forth in Exhibit F to this Agreement.

7. No Liability of DASNY or the State

DASNY shall not in any event whatsoever be liable for any injury or damage, cost or expense of any nature whatsoever that occurs as a result of or in any way in connection with the Project and the Grantee hereby agrees to indemnify and hold harmless DASNY, the State and their respective agents, officers, employees and directors (collectively, the "Indemnitees") from and against any and all such liability and any other liability for injury or damage, cost or expense resulting from the payment of the Grant by DASNY to the Grantee or use of the Project in any manner, including in a manner which, if the bonds are issued on a tax-exempt basis, (i) results in the interest on the bonds issued by DASNY the proceeds of which were used to fund the Grant (the "Bonds") to be includable in gross income for federal income tax purposes or (ii) gives rise to an allegation against DASNY by a governmental agency or authority, which DASNY defends that the interest on the Bonds is includable in gross income for federal income tax purposes, other than that caused by the gross negligence or the willful misconduct of the Indemnitees.

8. Warranties and Covenants

The Grantee warrants and covenants that:

- a) The Grant shall be used solely for Eligible Expenses in accordance with the Terms and Conditions of this Agreement.
- b) No materials, if any, purchased with the Grant will be used for any purpose other than the eligible Project costs as identified in Exhibit A.
- c) The Grantee agrees to utilize all funds disbursed in accordance with this Agreement in accordance with the terms of the SAM Program.
- d) The Grantee is solely responsible for all Project costs in excess of the Grant. The Grantee will incur and pay Project costs and submit requisitions for reimbursement in connection with such costs.
- e) The Grantee has sufficient, secured funding for all Project costs in excess of the Grant, and will complete the Project as described in the Preliminary Application or Project Information Sheet and in this Agreement.
- f) The Grantee agrees to use its best efforts to utilize the Project for substantially the same purpose set forth in this Agreement until such time as the Grantee determines that the Project is no longer reasonably necessary or useful in furthering the public purpose for which the grant was made.
- g) There has been no material adverse change in the financial condition of the Grantee since the date of submission of the Preliminary Application or Project Information Sheet to DASNY.
- h) No part of the Grant will be applied to any expenses paid or payable from any other external funding source, including State or Federal grants, or grants from any other public or private source.
- i) The Grantee owns, leases, or otherwise has control over the site where the Project will be located. If the Project includes removable equipment or furnishings including but not limited to, computer hardware and software, air conditioning units, lab equipment, office furniture and telephone systems, Grantee will develop, implement and maintain an inventory system for tracking such removable equipment and furnishings.
- j) In the event the Grantee will utilize the Grant funds to acquire real property, the Grantee must retain title ownership to the real property. If at any time during the term of this Agreement the real property is repurchased by the Seller or otherwise conveyed to any entity other than the Grantee, the Grantee will notify DASNY within 10 business days from the date the contract of sale is executed OR within 10 business days from the date the Grantee initiates or is notified of the intent to transfer ownership of the real property, whichever is earlier. In that event, Grantee hereby agrees to repay to DASNY all Grant funds disbursed pursuant to this Agreement.

- k) The Project to be funded by the Grant will be located in the State of New York. If the Grant will fund all or a portion of the purchase of any type of vehicle, such vehicle will be registered in the State of New York and a copy of the New York State Vehicle Registration documents will be provided to DASNY's Accounts Payable Department at the time of requisition.
- l) Grantee is in compliance with, and shall continue to comply in all material respects, with all applicable laws, rules, regulations and orders affecting the Grantee and the Project including but not limited to maintaining the Grantee's document vault on the New York State Grants Reform Gateway (<https://grantsmanagement.ny.gov/>).
- m) The Grantee has obtained all necessary consents and approvals from the property owner in connection with any work to be undertaken in connection with the Project.
- n) All contractors and vendors retained to perform services in connection with the Project shall be authorized to do business in the State of New York and/or filed such documentation, certifications, or other information with the State or County as required in order to lawfully provide such services in the State of New York. In addition, said contractor/vendors shall possess and maintain all professional licenses and/or certifications required to perform the tasks undertaken in connection with the Project.
- o) Neither the Grantee nor any of the members of its Board of Directors or other governing body or its employees have given or will give anything of value to anyone to procure the Grant or to influence any official act or the judgment of any person in the performance of any of the terms of this Agreement.
- p) The Grant shall not be used in any manner for any of the following purposes:
 - i. political activities of any kind or nature, including, but not limited to, furthering the election or defeat of any candidate for public, political or party office, or for providing a forum for such candidate activity to promote the passage, defeat, or repeal of any proposed or enacted legislation;
 - ii. religious worship, instruction or proselytizing as part of, or in connection with, the performance of this Agreement;
 - iii. payments to any firm, company, association, corporation or organization in which a member of the Grantee's Board of Directors or other governing body, or any officer or employee of the Grantee, or a member of the immediate family of any member of the Grantee's Board of Directors or other governing body, officer, or employee of the Grantee has any ownership, control or financial interest, including but not limited to an officer or employee directly or indirectly responsible for the preparation or the determination of the terms of the contract or other arrangement pursuant to which the proceeds of the Grant are to be disbursed. For purposes of this paragraph, "ownership" means ownership, directly or indirectly, of more than five percent (5%) of the assets, stock, bonds or other dividend or interest-bearing securities; and "control" means serving as a member of the board of directors or other governing body, or as an officer in any of the above; and

- iv. payment to any member of Grantee's Board of Directors or other governing body of any fee, salary or stipend for employment or services, except as may be expressly provided for in this Agreement.
- q) The relationship of the Grantee (including, for purposes of this paragraph, its officers, employees, agents and representatives) to DASNY arising out of this Agreement shall be that of an independent contractor. The Grantee covenants and agrees that it will conduct itself in a manner consistent with such status, that it will neither hold itself out as, nor claim to be, an officer, employee, agent or representative of DASNY or the State by reason hereof, and that it will not by reason thereof, make any claim, demand or application for any right or privilege applicable to an officer, employee, agent or representative of DASNY or the State, including without limitation, worker's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.
- r) The information contained in the Preliminary Application or Project Information Sheet submitted by the Grantee in connection with the Project and the Grant, as such may have been amended or supplemented and any supplemental documentation requested by the State or DASNY in connection with the Grant, is incorporated herein by reference in its entirety. In the event of an inconsistency between the descriptions, conditions, and terms of this Agreement and those contained in the Preliminary Application or Project Information Sheet, the provisions of this Agreement shall govern. The Grantee hereby acknowledges that DASNY has relied on the statements and representations made by the Grantee in the Preliminary Application or Project Information Sheet and any supplemental information in making the Grant. The Grantee hereby represents and warrants that it has made no material misstatement or omission of fact in the Preliminary Application or Project Information Sheet, supplemental information, or otherwise in connection with the Grant and that the information contained in the Preliminary Application or Project Information Sheet and supplemental information continues on the date hereof to be materially correct and complete.
- s) The Grantee hereby represents and warrants that it has made no material misstatement or omission of fact in the Grantee Questionnaire ("GQ"), attached hereto as Exhibit C, or the Grantee's document vault in the New York State's Grants Reform Gateway completed by the Grantee in connection with the Project and the Grant, and that the responses in the GQ and the document vault continue on the date hereof to be materially correct and complete. The Grantee hereby acknowledges that DASNY has relied on the statements and representations made by the Grantee in the GQ in making the Grant, and that the Grantee will be required to reaffirm the information therein each time a requisition for grant funds is presented to DASNY.
- t) The Grantee is duly organized, validly existing and in good standing under the laws of the State of New York, or is duly organized and validly existing under the laws of another jurisdiction and is authorized to do business and is in good standing in the State of New York and shall maintain its corporate existence in good standing in each such jurisdiction for the term of this Agreement, and has full power and authority to execute and deliver the Agreement and to perform its obligations thereunder;

- u) The Grantee agrees to provide such documentation to DASNY as may be requested by DASNY in its sole and absolute discretion to support a requisition for payment, to determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by DASNY in connection with the Grant, and further acknowledges that if documentation requested in connection with a requisition for payment does not, in the sole and absolute discretion of DASNY, provide adequate support for the costs requested, that such requisition request shall be denied and payment shall not be made to the Grantee.
- v) The Agreement was duly authorized, executed and delivered by the Grantee and is binding on and enforceable against the Grantee in accordance with its terms.

9. Default and Remedies

- a) Each of the following shall constitute a default by the Grantee under this Agreement:
 - i. Failure to perform or observe any obligation, warranty or covenant of the Grantee contained herein, or the failure by the Grantee to perform the requirements herein to the reasonable satisfaction of DASNY and within the time frames established therefor under this Agreement.
 - ii. Failure to comply with any request for information reasonably made by DASNY to determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by DASNY in connection with the Grant.
 - iii. The making by the Grantee of any false statement or the omission by the Grantee to state any material fact in or in connection with this Agreement or the Grant, including information provided in the Preliminary Application or Project Information Sheet or in any supplemental information that may be requested by the State or DASNY.
 - iv. The Grantee shall (A) be generally not paying its debts as they become due, (B) file, or consent by answer or otherwise to the filing against it of, a petition under the United States Bankruptcy Code or under any other bankruptcy or insolvency law of any jurisdiction, (C) make a general assignment for the benefit of its general creditors, (D) consent to the appointment of a custodian, receiver, trustee or other officer with similar powers of itself or of any substantial part of its property, (E) be adjudicated insolvent or be liquidated or (F) take corporate action for the purpose of any of the foregoing.
 - v. An order of a court having jurisdiction shall be made directing the sale, disposition or distribution of all or substantially all of the property belonging to the Grantee, which order shall remain undismissed or unstayed for an aggregate of thirty (30) days.
 - vi. The Grantee abandons the Project prior to its completion.
 - vii. The Grantee is found to have falsified or modified any documents submitted in connection with this grant, including but not limited to invoice, contract or payment documents submitted in connection with a Grantee's request for payment/reimbursement.

viii. Utilizing the Grant funds paid to the Grantee pursuant to Section 5(b) for any purpose other than paying the contractors and/or vendors identified in the requisition documentation in the amounts set forth in the requisition.

- b) Upon the occurrence of a default by the Grantee and written notice by DASNY indicating the nature of the default, DASNY shall have the right to terminate this Agreement.
- c) Upon any such termination, DASNY may withhold any Grant proceeds not yet disbursed and may require repayment of Grant proceeds already disbursed. If DASNY determines that any Grant proceeds had previously been released based upon fraudulent representations or other willful misconduct, DASNY may require repayment of those funds and may refer the matter to the appropriate authorities for prosecution. DASNY shall be entitled to exercise any other rights and seek any other remedies provided by law.

10. Term of Agreement

Notwithstanding the provisions of Section 9 hereof, this Agreement shall terminate three (3) years after the latest date set forth on the front page hereof without any further notice to the Grantee. DASNY, in its sole discretion, may extend the term of this Agreement upon a showing by the Grantee that the Project is under construction and is expected to be completed within the succeeding twelve (12) months. All requisitions must be submitted to DASNY in proper form prior to the termination date in order to be reimbursed.

11. Project Audit

DASNY shall, upon reasonable notice, have the right to conduct, or cause to be conducted, one or more audits, including field inspections, of the Grantee to assure that the Grantee is in compliance with this Agreement. This right to audit shall continue for six (6) years following the completion of the Project or earlier termination of this Agreement.

12. Survival of Provisions

The provisions of Sections 3, 7, 8(o), 8(p) and 11 shall survive the expiration or earlier termination of this Agreement.

13. Notices

Each notice, demand, request or other communication required or otherwise permitted hereunder shall be in writing and shall be effective upon receipt if personally delivered or sent by any overnight service or three (3) days after dispatch by certified mail, return receipt requested, to the addresses set forth on this document's cover page.

14. Assignment

The Grantee may not assign or transfer this Agreement or any of its rights hereunder.

15. Modification

This Agreement may be modified only by a written instrument executed by the party against whom enforcement of such modification is sought.

16. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. This Agreement shall be construed without the aid of any presumption or other rule of law regarding construction against the party drafting this Agreement or any part of it. In case any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such provision(s) had never been contained herein.

17. Confidentiality of Information

Any information contained in reports made to DASNY or obtained by DASNY as a result of any audit or examination of Grantee's documents or relating to trade secrets, operations and commercial or financial information, including but not limited to the nature, amount or source of income, profits, losses, financial condition, marketing plans, manufacturing processes, production costs, productivity rates, or customer lists, provided that such information is clearly marked "confidential" by the Grantee that concerns or relates to trade secrets, operations and commercial or financial information, including but not limited to the nature, amount or source of income, profits, losses or expenditures, financial condition, marketing plans, manufacturing processes, production costs, productivity rates, or customer lists, which is determined by DASNY to be exempt from public disclosure under the Freedom of Information Law, shall be considered business confidential and is not to be released to anyone, except DASNY and staff directly involved in assisting the Grantee, without prior written authorization from the Grantee, as applicable. Notwithstanding the foregoing, DASNY will not be liable for any information disclosed, in DASNY's sole discretion, pursuant to the Freedom of Information Law, or which DASNY is required to disclose pursuant to legal process.

18. Executory Clause

This Agreement shall be deemed executory to the extent of monies available for the SAM Program to DASNY.

Town of Irondequoit

Construction of a New Public Works Garage
Project ID 12973

This agreement is entered into as of the latest date written below:

GRANTEE: TOWN OF IRONDEQUOIT

(Signature of Grantee Authorized Officer)

(Printed Name and Title)

Date: _____

DORMITORY AUTHORITY OF THE STATE OF NEW YORK

(Signature of DASNY Authorized Officer)

(Printed Name)

Date: _____

**EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD ADOPTING A
RESOLUTION AWARDDING OF IRONDEQUOIT COMMUNITY CENTER PHASE II-
GENERAL BUILDING CONSTRUCTION**

At the workshop meeting of the Town Board of the Town of Irondequoit, Monroe County, New York held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 10th day of March 2020 at 4:00 P.M. local time; there were:

PRESENT:

David Seeley	Town Supervisor
Patrina Freeman	Town Board Member
John Perticone	Town Board Member
Kimie Romeo	Town Board Member
Peter Wehner	Town Board Member
Harter Secrest & Emery LLP	Attorney for the Town

Town Board Member _____ offered the following resolution and moved its adoption:

WHEREAS, it is necessary to contract for interior construction services for the new Irondequoit Community Center to be located at Skyview on the Ridge (the “Project”); and

WHEREAS, the Town of Irondequoit issued an Invitation to Bid and caused the Notice to Bid to be published in the *Irondequoit Post* on February 6, 2020 as well as publishing the Invitation to Bid on the Town website in compliance with General Municipal Law § 103 and Chapter 51 of the Irondequoit Town Code, requesting bids for the Irondequoit Community Center- Phase II Package (Town Bid No. 2020-4), in order to compute the best value to the Town; and

WHEREAS, sealed bids were received and publicly opened and read on February 27, 2020; and

WHEREAS, the lowest responsible bidder for Irondequoit Community Center Phase II- General Building Construction was Javen Construction in the amount of \$4,334,000; and

WHEREAS, funding for this expense will be available in account 379-7140-2011; and

WHEREAS, pursuant to Town Board Resolution 2019-128, the Town Board adopted a Negative Declaration for the building of the new Irondequoit Community Center.

NOW THEREFORE BE IT RESOLVED, that the Town Board authorizes the award of Irondequoit Community Center Phase II- General Building Construction to Javen Construction, in the amount of \$4,334,000.

AND, BE IT FURTHER RESOLVED, that the Town Board authorizes the Town Supervisor to execute any and all documents related to these awards.

This resolution shall take effect immediately upon its adoption.

Seconded by Town Board Member _____ and duly put to vote, which resulted as follows:

Town Board Member	Wehner	voting	_____
Town Board Member	Perticone	voting	_____
Town Board Member	Romeo	voting	_____
Town Board Member	Freeman	voting	_____
Town Supervisor	Seeley	voting	_____

**EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD ADOPTING A
RESOLUTION AWARDDING OF IRONDEQUOIT COMMUNITY CENTER PHASE II-
ELECTRICAL CONSTRUCTION**

At the workshop meeting of the Town Board of the Town of Irondequoit, Monroe County, New York held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 10th day of March 2020 at 4:00 P.M. local time; there were:

PRESENT:

David Seeley	Town Supervisor
Patrina Freeman	Town Board Member
John Perticone	Town Board Member
Kimie Romeo	Town Board Member
Peter Wehner	Town Board Member
Harter Secrest & Emery LLP	Attorney for the Town

Town Board Member _____ offered the following resolution and moved its adoption:

WHEREAS, it is necessary to contract for interior construction services for the new Irondequoit Community Center to be located at Skyview on the Ridge (the “Project”); and

WHEREAS, the Town of Irondequoit issued an Invitation to Bid and caused the Notice to Bid to be published in the *Irondequoit Post* on February 6, 2020 as well as publishing the Invitation to Bid on the Town website in compliance with General Municipal Law § 103 and Chapter 51 of the Irondequoit Town Code, requesting bids for the Irondequoit Community Center- Phase II Package (Town Bid No. 2020-4), in order to compute the best value to the Town; and

WHEREAS, sealed bids were received and publicly opened and read on February 27, 2020; and

WHEREAS, the lowest responsible bidder for Irondequoit Community Center Phase II- Electrical Construction was Concord Electric Corporation in the amount of \$759,300; and

WHEREAS, funding for this expense will be available in account 379-7140-2011; and

WHEREAS, pursuant to Town Board Resolution 2019-128, the Town Board adopted a Negative Declaration for the building of the new Irondequoit Community Center.

NOW THEREFORE BE IT RESOLVED, that the Town Board authorizes the award of Irondequoit Community Center Phase II- Electrical Construction to Concord Electric Corporation, in the amount of \$759,300.

AND, BE IT FURTHER RESOLVED, that the Town Board authorizes the Town Supervisor to execute any and all documents related to these awards.

This resolution shall take effect immediately upon its adoption.

Seconded by Town Board Member _____ and duly put to vote, which resulted as follows:

Town Board Member	Wehner	voting	_____
Town Board Member	Perticone	voting	_____
Town Board Member	Romeo	voting	_____
Town Board Member	Freeman	voting	_____
Town Supervisor	Seeley	voting	_____

**EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD ADOPTING A
RESOLUTION AWARDDING OF IRONDEQUOIT COMMUNITY CENTER PHASE II-
PLUMBING CONSTRUCTION**

At the workshop meeting of the Town Board of the Town of Irondequoit, Monroe County, New York held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 10th day of March 2020 at 4:00 P.M. local time; there were:

PRESENT:

David Seeley	Town Supervisor
Patrina Freeman	Town Board Member
John Perticone	Town Board Member
Kimie Romeo	Town Board Member
Peter Wehner	Town Board Member
Harter Secrest & Emery LLP	Attorney for the Town

Town Board Member _____ offered the following resolution and moved its adoption:

WHEREAS, it is necessary to contract for interior construction services for the new Irondequoit Community Center to be located at Skyview on the Ridge (the “Project”); and

WHEREAS, the Town of Irondequoit issued an Invitation to Bid and caused the Notice to Bid to be published in the *Irondequoit Post* on February 6, 2020 as well as publishing the Invitation to Bid on the Town website in compliance with General Municipal Law § 103 and Chapter 51 of the Irondequoit Town Code, requesting bids for the Irondequoit Community Center- Phase II Package (Town Bid No. 2020-4), in order to compute the best value to the Town; and

WHEREAS, sealed bids were received and publicly opened and read on February 27, 2020; and

WHEREAS, the lowest responsible bidder for Irondequoit Community Center Phase II- Plumbing Construction was Thurston-Dudek, LLC in the amount of \$378,300; and

WHEREAS, funding for this expense will be available in account 379-7140-2011; and

WHEREAS, pursuant to Town Board Resolution 2019-128, the Town Board adopted a Negative Declaration for the building of the new Irondequoit Community Center.

NOW THEREFORE BE IT RESOLVED, that the Town Board authorizes the award of Irondequoit Community Center Phase II- Plumbing Construction to Thurston-Dudek, LLC, in the amount of \$378,300.

AND, BE IT FURTHER RESOLVED, that the Town Board authorizes the Town Supervisor to execute any and all documents related to these awards.

This resolution shall take effect immediately upon its adoption.

Seconded by Town Board Member _____ and duly put to vote, which resulted as follows:

Town Board Member	Wehner	voting	_____
Town Board Member	Perticone	voting	_____
Town Board Member	Romeo	voting	_____
Town Board Member	Freeman	voting	_____
Town Supervisor	Seeley	voting	_____

**EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD ADOPTING A
RESOLUTION AWARDED OF IRONDEQUOIT COMMUNITY CENTER PHASE II-
HVAC MECHANICAL CONSTRUCTION**

At the workshop meeting of the Town Board of the Town of Irondequoit, Monroe County, New York held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 10th day of March 2020 at 4:00 P.M. local time; there were:

PRESENT:

David Seeley	Town Supervisor
Patrina Freeman	Town Board Member
John Perticone	Town Board Member
Kimie Romeo	Town Board Member
Peter Wehner	Town Board Member
Harter Secrest & Emery LLP	Attorney for the Town

Town Board Member _____ offered the following resolution and moved its adoption:

WHEREAS, it is necessary to contract for interior construction services for the new Irondequoit Community Center to be located at Skyview on the Ridge (the “Project”); and

WHEREAS, the Town of Irondequoit issued an Invitation to Bid and caused the Notice to Bid to be published in the *Irondequoit Post* on February 6, 2020 as well as publishing the Invitation to Bid on the Town website in compliance with General Municipal Law § 103 and Chapter 51 of the Irondequoit Town Code, requesting bids for the Irondequoit Community Center- Phase II Package (Town Bid No. 2020-4), in order to compute the best value to the Town; and

WHEREAS, sealed bids were received and publicly opened and read on February 27, 2020; and

WHEREAS, the lowest responsible bidder for Irondequoit Community Center Phase II- HVAC Mechanical Construction was Pipitone Enterprises, LLC in the amount of \$997,000; and

WHEREAS, funding for this expense will be available in account 379-7140-2011; and

WHEREAS, pursuant to Town Board Resolution 2019-128, the Town Board adopted a Negative Declaration for the building of the new Irondequoit Community Center.

NOW THEREFORE BE IT RESOLVED, that the Town Board authorizes the award of Irondequoit Community Center Phase II- HVAC Mechanical Construction to Pipitone Enterprises, LLC, in the amount of \$997,000.

AND, BE IT FURTHER RESOLVED, that the Town Board authorizes the Town Supervisor to execute any and all documents related to these awards.

This resolution shall take effect immediately upon its adoption.

Seconded by Town Board Member _____ and duly put to vote, which resulted as follows:

Town Board Member	Wehner	voting	_____
Town Board Member	Perticone	voting	_____
Town Board Member	Romeo	voting	_____
Town Board Member	Freeman	voting	_____
Town Supervisor	Seeley	voting	_____

EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION AUTHORIZING THE CONSENT TO TRANSACTIONS INVOLVING THE SKYVIEW SENIOR HOUSING PROJECT AND THE COUNTY OF MONROE INDUSTRIAL DEVELOPMENT AGENCY

At the workshop meeting of the Town Board of the Town of Irondequoit (“Town”), Monroe County, New York held at the Town Hall, 1280 Titus Avenue, in said Town, on the 10th day of March, 2020 at 4:00 p.m. local time; there were:

PRESENT:

David Seeley	Town Supervisor
Patrina Freeman	Town Board Member
John Perticone	Town Board Member
Kimie Romeo	Town Board Member
Peter Wehner	Town Board Member
Harter Secrest & Emery LLP	Attorney for the Town

Town Board Member _____ offered the following resolution and moved its adoption:

WHEREAS, 1733 Ridge Rd LLC has been engaged in a project to renovate and redevelop the former Irondequoit Mall, to occur in several phases; and

WHEREAS, effective February 1, 2019, 1733 Ridge Rd LLC entered into agreements (the “Lease Agreements”) with the County of Monroe Industrial Development Agency d/b/a Imagine Monroe (“COMIDA”) to lease to COMIDA and lease back from COMIDA several parcels of real property of the former Irondequoit Mall, including tax parcel 092.05-1-86 (the “Property”); and

WHEREAS, pursuant to Town Board Resolution No. 2017-326, the Town Board gave its support to the application of 1733 Ridge Rd LLC for a custom payment in lieu of taxes agreement with COMIDA for several parcels of property, including the Property (the “COMIDA PILOT,” and together with the “Lease Agreements,” the “Agency Documents”); and

WHEREAS, 1733 Ridge Rd LLC has leased part of the Property to PathStone Development Corporation (“Pathstone”) for the development of residential housing for seniors citizens (the “Skyview Senior Housing Project”); and

WHEREAS, as a condition to the financing of the Skyview Senior Housing Project, Pathstone’s financiers have required that the Property not be encumbered by leases, mortgages, or instruments which could impact the financiers’ respective rights and obligations under the financing; and

WHEREAS, COMIDA has agreed to remove the Skyview Senior Housing Project from the Agency Documents; and

WHEREAS, pursuant to Town Board Resolution No. 2020-077, the Town Board approved a separate payment-in-lieu of taxes agreement for the Skyview Senior Housing Project, contingent upon COMIDA's release of the Skyview Senior Housing Project from the COMIDA PILOT; and

WHEREAS, the transaction contemplated herein will require the administrative re-subdivision of the Property to establish the parcel for the Skyview Senior Housing Project as a separate tax parcel and the consolidation of the lands remaining in the Property into neighboring tax parcels; and

WHEREAS, the Town Board has determined that the release of the Property from the Agency documents and the administrative re-subdivision of the effected tax parcels lies in the best interests of the Town.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board authorizes the Town Supervisor to execute a letter addressed to COMIDA consenting to and supporting the release of the Property from the Agency Documents and the administrative re-subdivision of the effected tax parcels, in the form substantially similar to that attached hereto as Exhibit A or as approved by the Attorney for the Town.

This resolution shall take effect immediately upon its adoption.

Seconded by Town Board Member _____ and duly put to vote, which resulted as follows:

Town Board Member	Wehner	voting	_____
Town Board Member	Perticone	voting	_____
Town Board Member	Romeo	voting	_____
Town Board Member	Freeman	voting	_____
Town Supervisor	Seeley	voting	_____

Exhibit A

(Letter)



a town for a lifetime
IRONDEQUOIT *New York*
DAVID A. SEELEY *Town Supervisor*

March 10, 2020

VIA MAIL AND ELECTRONIC MAIL

County of Monroe Industrial Development Agency
d/b/a Imagine Monroe
50 West Main Street
Rochester, New York 14614

Re: Payment In Lieu of Tax Agreement, dated February 1, 2019 (the “PILOT Agreement”), by and between County of Monroe Industrial Development Agency (“COMIDA”) and 1733 Ridge Rd LLC (the “Company”); and acknowledged and agreed to by the Town of Irondequoit, the County of Monroe and the East Irondequoit School District.

Dear Ms. Liss and the Board of Directors of COMIDA:

The Town of Irondequoit (the “Town”) has been advised by the Company that certain real property located at 200 Medley Centre Parkway, Town of Irondequoit, Monroe County, as demonstrated in Exhibit A hereto, and being part of SBL#092.05-1-86 (with such portion of said tax parcel referred to herein as the “Skyview Senior Housing Parcel”) has been ground-leased by the Company, as Landlord, to PathStone Development Corporation, its successors and assigns (“PathStone”), as Tenant, for use by PathStone for the construction and operation of 157 senior residential units and related improvements (the “Skyview Senior Housing Project”), and financed through bonds (the “Financing”) issued by NYS Housing Finance Agency (“HFA”) and further secured by a letter of credit from Citizens Bank National Association (the “Lender”). As a condition to the Financing of the Skyview Senior Housing Project, HFA and the Lender require that the Skyview Senior Housing Parcel not be encumbered by a lease or mortgage or any instrument that could in any way, now or in the future, impact or affect HFA or the Lender, or their respective rights and obligations under the Financing.

As a result of the foregoing, the Skyview Senior Housing Parcel must be released from: (i) the Lease Agreement, dated as of February 1, 2019, by and between COMIDA and the Company (the “Lease Agreement”); (ii) the Leaseback Agreement, dated as of February 1, 2019 (the “Leaseback Agreement”; and, together with the Lease Agreement and the PILOT Agreement, the “Agency Documents”), by and between COMIDA and the Company and (iii) the PILOT Agreement.

Please accept this correspondence as the Town’s consent to:

(i) the release of the Skyview Senior Housing Parcel from the Agency Documents;

(ii) in conjunction with the Company's application to the Town for an administrative re-subdivision of tax parcel 092.05-1-86, so as to (i) establish the Skyview Senior Housing Parcel, as demonstrated in Exhibit A hereto, as a separate, independently assessed tax parcel, and (ii) consolidate the remainder of the lands within said tax parcel 092.05-1-86, as are located outside of the Skyview Senior Housing Parcel ("Parcel 86 Remainder Lands" (as described in Exhibit B hereto)), with adjacent tax parcel 092.05-1-85.105 to the south, so as to establish tax parcel 092.05-1-85.105, together with the Parcel 86 Remainder Lands, into a separate, independently assessed tax parcel (the "Consolidated Parcel"), and with such Consolidated Parcel to have a Base Valuation (as defined in the PILOT Agreement) of \$385,000.00, representing the existing Base Valuation of tax parcel 092.05-1-85.105, being \$350,000.00, plus the sum of \$35,000.00 corresponding to the Parcel 86 Remainder Lands; and

(iii) the Company's request that the effectiveness of all such action by COMIDA be contingent and conditional upon the closing of the associated Building Purchase and Sale Contract between the Company and PathStone, and closing of the associated Financing referenced above.

Very truly yours,

David A. Seeley
Town Supervisor

Exhibit A

Area of Resp / lease

02.21.20
20182541.0002
A.SNYDER

LEGAL DESCRIPTION OF PROPOSED LEASE PARCEL, A PORTION OF LOT 4:

ALL THAT TRACT OR PARCEL OF LAND CONTAINING 5.177 ACRES, MORE OR LESS, SITUATE IN TOWN LOTS 40, 41, 33 AND 34, TOWNSHIP 14, RANGE 7, IN THE TOWN OF IRONDEQUOIT, COUNTY OF MONROE AND STATE OF NEW YORK, AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT AT THE MOST WESTERLY CORNER OF LOT 4 AS DEPICTED ON MAP FILED AT THE MONROE COUNTY CLERK'S OFFICE AT LIBER 326 OF MAPS; PAGE 55; THENCE (1) NORTHEASTERLY ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 293.00 FEET, THROUGH A CENTRAL ANGLE OF 27 DEGREES 10' 25", A DISTANCE OF 138.96 FEET TO A POINT OF TANGENCY; THENCE (2) N 21 DEGREES 35' 20" E, A DISTANCE OF 75.06 FEET TO A POINT OF CURVATURE; THENCE (3) NORTHEASTERLY AND EASTERLY, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 210.00 FEET, THROUGH A CENTRAL ANGLE OF 56 DEGREES 06' 07", A DISTANCE OF 205.63 FEET TO A POINT OF TANGENCY; THENCE (4) N 77 DEGREES 41' 27" E, A DISTANCE OF 172.10 FEET TO A POINT OF CURVATURE; THENCE (5) EASTERLY AND SOUTHEASTERLY, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 135.00 FEET, THROUGH A CENTRAL ANGLE OF 79 DEGREES 29' 09", A DISTANCE OF 187.28 FEET TO A POINT OF TANGENCY; THENCE (6) S 22 DEGREES 49' 24" E, A DISTANCE OF 263.34 FEET TO A POINT OF CURVATURE; THENCE (7) SOUTHEASTERLY AND SOUTHERLY ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 170.00 FEET, THROUGH A CENTRAL ANGLE OF 19 DEGREES 29' 03", A DISTANCE OF 57.81 FEET TO A POINT OF TANGENCY; THENCE (8) S 03 DEGREES 20' 21" E, A DISTANCE OF 55.50 FEET TO A POINT; THENCE (9) S 86 DEGREES 13' 13" E, A DISTANCE OF 204.71 FEET TO A POINT; THENCE (10) N 15 DEGREES 42' 41" W, A DISTANCE OF 17.00 FEET TO A POINT; THENCE (11) S 86 DEGREES 39' 39" W, A DISTANCE OF 290.13 FEET TO A POINT; THENCE (12) N 48 DEGREES 20' 21" W, A DISTANCE OF 101.82 FEET TO A POINT; THENCE (13) S 41 DEGREES 39' 39" W, A DISTANCE OF 56.75 FEET TO A POINT; THENCE (14) N 48 DEGREES 20' 21" W, A DISTANCE OF 113.63 FEET TO THE POINT OR PLACE OF BEGINNING.

Exhibit B

Balance of SEAT parcel

Senior Housing at Skyview Remaining Area Description

All that tract or parcel of land, situated in the Town of Irondequoit, County of Monroe, and State of New York, more particularly described as follows:

Commencing and beginning on the southernmost property corner of N/F Sears Roebuck & Co. Tax Acct. # 092.05-01-86. Thence;

1. North 48°20'21" west, a distance of 333.08 feet to a point; thence,
2. North 41°39'39" east, a distance of 42.33 feet to a point of curvature; thence,
3. Northeasterly around a curve to the left, having a radius of 105.00 feet, an arc length of 82.47 feet, and a central angle of 45°00'00" to a point; thence,
4. North 03°20'21" west, a distance of 76.20 feet to a point of curvature; thence,
5. Northwesterly around a curve to the left, having a radius of 180.00 feet, an arc length of 38.87 feet, and a central angle of 12°22'20" to a point; thence,
6. North 15°42'41" west, a distance of 119.77 feet to a point; thence,
7. North 86°17'30" east, a distance of 204.68 feet to a point; thence,
8. South 03°20'21" east, a distance off 572.78 feet to a point, said point being the point of beginning.

Intending to describe an area of a parcel not included in the area of responsibility for the Senior Housing at Skyview. Said area to be 90,726.50 square feet or 2.08 acres.