



a town for a lifetime
IRONDEQUOIT *New York*

**REGULAR TOWN BOARD MEETING
MARCH 17, 2020
7:00 PM**

03-16-2020

PLEDGE OF ALLEGIANCE

ROLL CALL

SUPERVISOR'S REMARKS & ANNOUNCEMENTS

PUBLIC INPUT

FINANCIAL REPORT

APPROVAL OF MINUTES

February 11, 2020 Workshop Meeting
February 25, 2020 Regular Town Board Meeting
February 28, 2020 Workshop Meeting

ITEMS FOR BOARD ACTION

Appointments

3A2020-1 Resolution Approving the Appointment of an Acting Chief of Police

Community Development

3A2020-2 Resolution Calling for a Public Hearing on the Matter of Rezoning 2732 Culver Road (St. Cecelia Church of Rochester) from R-2 Residential to R-5 Residential

3A2020-3 Resolution Approving Revised Building, Fire Marshal and Planning and Zoning Fee Schedules in the Department of Community Development

3A2020-4 Resolution Affirming Appointments to the Historic Preservation Commission

Comptroller

3A2020-5 Resolution Authorizing 2019 Inter-fund Closing Transfers to Appropriate Funding to the Self Insurance Fund

3A2020-6 Resolution Authorizing a Series of Balanced Appropriation Transfers Within Several Funds of the 2019 Operating Budget

Police

3A2020-7 Resolution to Enter into a Letter of Understanding Between the Irondequoit Police Department and the West Irondequoit Central School District

Public Works

- 3A2020-8** Resolution Authorizing the Purchase of One (1) Vehicle to be Used by the Department of Parks
- 3A2020-9** Resolution Authorizing the Lease of Three (3) Vehicles to be Used by the Department of Public Works
- 3A2020-10** Resolution Authorizing the Supervisor to Enter into Contracts for Fire, Sprinkler, Burglar Alarm System Monitoring and HVAC Preventative Maintenance at Various Town Facilities
- 3A2020-11** Resolution Authorizing the Supervisor to Enter into Agreements with New York State Department of Transportation and Authoring an Interfund Loan

Recreation

- 3A2020-12** Resolution Authorizing the Extension of the Contract for Layout, Design, Printing and Mailing of the Town "Activity Guide" Publication
- 3A2020-13** Resolution Authorizing the Supervisor to Enter into a Contract for Senior Golf Leagues for Spring/Summer 2020
- 3A2020-14** Resolution Authorizing the Supervisor to Enter into a Contract with Sports Officials of the Rochester Area (SORA) for Umpire Services for Town-Sponsored Recreational Leagues at McAvoy Park
- 3A2020-15** Resolution Authorizing the Acceptance of a Monetary Bequest from the Estate of Denison F. McRell to be Used for the Senior Softball Program
- 3A2020-16** Resolution Authorizing the Supervisor to Enter and Amend Various Contracts with Vendors for Youth, Family and Senior Recreational Programming for Winter/Spring 2020

Supervisor

- 3A2020-17** Resolution Authorizing the Amendment of the Skyview on the Ridge Payment in Lieu of Taxes Agreement
- 3A2020-18** Resolution Supporting a Payment in Lieu of Taxes Agreement for Skyview Phase 1 LLC
- 3A2020-19** Resolution Authorizing the Supervisor to Countersign and Acknowledge an Agreement for the Assignment and Assumption of the Lease and Project Schedule for the Irondequoit Community Center
- 3A2020-20** Resolution Authorizing the Supervisor to Enter into an Agreement for a Town Senior Exposition

Town Clerk

- 3A2020-21** Resolution Approving the Special Event License for the 18th Annual Sunset House 5K Run and Fitness Walk

3A2020-22 Resolution Approving the Special Event License for the CURE Childhood Cancer Association's 5K Run and Fun Walk

NEXT WORKSHOP MEETING--TUESDAY, APRIL 14, 2020 @ 4:00 PM

NEXT REGULAR TOWN BOARD MEETING--TUESDAY, APRIL 21, 2020 @ 7:00 PM

EXPENSES	Fund	Original Budget	Amended Budget	Cumulative, Year to Month End			Percent of Year Elapsed	Percent of Budget Spent & Enc'brd
				Expended	Encumb'd	Available Balance		
001 General (includes cemetery)		20,914,664	21,335,356	20,384,448	269,321	681,586	100.0%	96.8%
percent of amended budget				95.5%	1.3%	3.2%		
005 Library		2,580,083	2,580,083	2,485,140	7,384	87,559	100.0%	96.6%
percent of amended budget				96.3%	0.3%	3.4%		
021 Highway # 1, Road Impvts.		3,423,114	3,584,867	3,311,685	20,725	252,457	100.0%	93.0%
percent of amended budget				92.4%	0.6%	7.0%		
023 Highway # 3, Equipment Maint.		1,196,747	1,196,747	1,023,450	0	173,297	100.0%	85.5%
percent of amended budget				85.5%	0.0%	14.5%		
024 Highway # 4, ROW / Winter		1,053,545	1,055,343	1,052,387	1,500	1,456	100.0%	99.9%
percent of amended budget				99.7%	0.1%	0.1%		
031 Consolidated San. Sewer Dist.		4,044,662	4,065,807	3,944,295	63,787	57,726	100.0%	96.6%
percent of amended budget				97.0%	1.6%	1.4%		
038 Stormwater Drainage Dist.		772,945	1,291,970	899,137	413,451	-20,618	100.0%	101.6%
percent of amended budget				69.6%	32.0%	-1.6%		
039 Rock Beach San. Sewer Dist.		6,860	6,860	6,860	0	0	100.0%	100.0%
percent of amended budget				100.0%	0.0%	0.0%		
040 Orland Road San. Sewer Dist.		16,270	16,270	16,270	0	0	100.0%	100.0%
percent of amended budget				100.0%	0.0%	0.0%		
051 Sea Breeze Water District		940,124	940,124	1,264,096	0	-323,972	100.0%	134.5%
percent of amended budget				134.5%	0.0%	-34.5%		
071 - 096 Lighting Districts		158,650	158,650	154,647	0	4,003	100.0%	97.5%
percent of amended budget				97.5%	0.0%	2.5%		
TOTAL		35,107,664	36,232,076	34,542,415	776,167	913,494	100.0%	97.5%
Percent of Amended Budget Spent				95.3%				
Percent of Amended Budget Encumbered					2.1%			
Total Percent Spent & Encumbered								97.5%

Tax Levy Sensitive	29,168,153	29,752,395	28,257,111	298,930	1,196,354	100.0%	96.0%
Total Spent + Encumbered		28,556,041	95.0%	1.0%	4.0%		96.0%

REVENUES

Fund	Original Budget	Amended Budget	Cumulative Receipts Through This Month	Balance to be Received	Percent of Real Estate Tax	Percent of Year Elapsed	Percent of Revenue Received
001 General:							
Real Estate Tax (001-1001)	11,090,150	11,090,150	11,090,150	0	64.6%		100.0%
Payment In Lieu of Tax (001-1081)	219,139	219,139	222,175	-3,036			101.4%
Sales Tax (001-1120)	4,694,000	4,694,000	5,139,230	-445,230			109.5%
Mortgage Tax (001-3005)	815,000	815,000	970,338	-155,338			119.1%
Per Capita State Aid (001-3001)	613,283	613,283	613,283	0			100.0%
Interest Earnings (001-2401)	14,000	14,000	118,560	-104,560			846.9%
Franchise Cable TV (001-1170)	790,000	790,000	716,062	73,938			90.6%
Recreation Program Fees (001-2001)	323,200	323,200	309,341	13,859			95.7%
Cemetery Revenues (001-2190/2665)	129,550	129,550	140,465	-10,915			108.4%
Fines & Bail Forfeitures (001-2610)	242,500	242,500	211,391	31,109			87.2%
Other Sources of Revenue	1,933,842	1,992,264	2,013,098	-20,834			101.0%
Appropriated Fund Balance	50,000	50,000	50,000	0			
Total, Revenue & Fund Balance	20,914,664	20,973,086	21,594,094	-621,008		100.0%	103.0%

Fund	Original Budget	Amended Budget	Cumulative Receipts as of This Month	Balance to be Received	Percent of Real Estate Tax	Percent of Year Elapsed	Percent of Revenue Received
005 Library							
Real Estate Tax	2,334,611	2,334,611	2,334,611	0	13.6%		100.0%
Other Sources of Revenue	245,472	245,472	241,390	4,082			98.3%
Appropriated Fund Balance	0	0	0	0			
Total, Revenue & Fund Balance	2,580,083	2,580,083	2,576,001	4,082		100.0%	99.8%
021, 023, 024 Highway Funds							
Real Estate Tax	3,747,176	3,747,176	3,747,176	0	21.8%		100.0%
All Other Sources	1,926,230	1,926,230	1,516,144	410,086			76.7%
Appropriated Fund Balance	0	0	0	0			
Total, Revenue & Fund Balance	5,673,406	5,673,406	5,263,320	410,086		100.0%	92.8%
031 Consolidated San. Sewer District							
Sewer Service Charges	3,905,742	3,905,742	3,905,742	0			100.0%
Other Sources of Revenue	138,920	138,920	141,907	-2,987			102.1%
Appropriated Fund Balance	0	0	0	0			
Total, Revenue & Fund Balance	4,044,662	4,044,662	4,047,649	-2,987		100.0%	100.1%
038 Stormwater Drainage District							
District Service Charges	756,195	756,195	756,195	0			100.0%
Other Sources of Revenue	16,750	298,000	292,418	5,582			98.1%
Appropriated Fund Balance	0	0	0	0			
Total, Revenue & Fund Balance	772,945	1,054,195	1,048,613	5,582		100.0%	99.5%
039 Rock Beach San. Sewer District							
District Capital Charges	6,855	6,855	6,855	0			100.0%
Other Sources of Revenue	5	5	43	-38			857.2%
Total Revenue	6,860	6,860	6,898	-38		100.0%	100.6%
040 Orland Road San. Sewer District							
District Capital Charges	16,250	16,250	16,250	0			100.0%
Other Sources of Revenue	20	20	240	-220			1201.1%
Total Revenue	16,270	16,270	16,490	-220		100.0%	101.4%
051 Sea Breeze Water District							
District Real Estate Tax	0	0	0	0			#DIV/0!
Other Sources of Revenue	940,124	940,124	1,141,091	-200,967			121.4%
Appropriated Fund Balance	0	0	0	0			
Total, Revenue & Fund Balance	940,124	940,124	1,141,091	-200,967		100.0%	121.4%
071 - 098 Lighting Districts							
District Real Estate Tax	158,650	158,650	158,650	0			100.0%
Other Sources of Revenue	0	0	1,207	-1,207			
Appropriated Fund Balance	0	0	0	0			
Total, Revenue & Fund Balance	158,650	158,650	159,857	-1,207		100.0%	100.8%
Summary of Revenues and Appropriated Fund Balances							
Real Estate Tax	17,171,937	17,171,937	17,171,937	0	100.0%		100.0%
Special District Real Estate Tax	158,650	158,650	158,650	0			100.0%
Sanitary Sewer Service Charges	3,926,847	3,926,847	3,926,847	0			100.0%
Stormwater District Service Charges	756,195	756,195	756,195	0			100.0%
Other Sources of Revenue	13,042,035	13,381,707	13,788,382	-406,675			103.0%
TOTAL	35,057,664	35,397,336	35,804,011	-406,675		100.0%	101.1%
Appropriated Fund Balance	50,000	50,000	50,000	0			100.0%
Grand Total, Revenues and Appropriated Fund Balance	35,107,664	35,447,336	35,854,011	-406,675			101.1%

EXPENSES

Fund	Original Budget	Amended Budget	Cumulative, Year to Month End			Percent of Year Elapsed	Percent of Budget Spent & Enc'd
			Expended	Encumb'd	Available Balance		
001 General (includes cemetery)	21,718,772	21,988,093	3,017,402	1,492,079	17,478,612	16.7%	20.5%
percent of amended budget			13.7%	6.8%	79.5%		
005 Library	2,704,039	2,711,423	257,862	25,267	2,428,294	16.7%	10.4%
percent of amended budget			9.5%	0.9%	89.6%		
021 Highway # 1, Road Impvts.	3,232,915	3,253,640	264,546	385,504	2,603,590	16.7%	20.0%
percent of amended budget			8.1%	11.8%	80.0%		
023 Highway # 3, Equipment Maint.	1,124,154	1,124,154	148,601	270,308	705,245	16.7%	37.3%
percent of amended budget			13.2%	24.0%	62.7%		
024 Highway # 4, ROW / Winter	1,077,653	1,079,153	345,168	105,115	628,870	16.7%	41.7%
percent of amended budget			32.0%	9.7%	58.3%		
031 Consolidated San. Sewer Dist.	4,132,254	4,196,041	503,735	385,691	3,306,614	16.7%	21.2%
percent of amended budget			12.0%	9.2%	78.8%		
038 Stormwater Drainage Dist.	839,493	1,262,944	65,272	482,141	705,531	16.7%	43.7%
percent of amended budget			5.2%	38.5%	56.3%		
039 Rock Beach San. Sewer Dist.	9,094	9,094	0	0	9,094	16.7%	0.0%
percent of amended budget			0.0%	0.0%	100.0%		
040 Orland Road San. Sewer Dist.	15,985	15,985	0	0	15,985	16.7%	0.0%
percent of amended budget			0.0%	0.0%	100.0%		
051 Sea Breeze Water District	1,074,113	1,074,113	120,780	0	953,333	16.7%	11.2%
percent of amended budget			11.2%	0.0%	88.8%		
071 - 098 Lighting Districts	162,250	162,250	0	162,250	0	16.7%	100.0%
percent of amended budget			0.0%	100.0%	0.0%		
TOTAL	36,090,722	36,866,889	4,723,366	3,308,356	28,835,167	16.7%	21.8%

4,509,481

5,456,947

758,315

13.8%

13.9%

21.8%

8,031,722

12.8%

9.0%

21.8%

Percent of Amended Budget Spent
Percent of Amended Budget Encumbered
Total Percent Spent & Encumbered

Tax Levy Sensitive	29,857,533	30,156,463	4,033,579	2,278,273	23,844,611	16.7%	20.9%
Total Spent + Encumbered		6,311,852	13.4%	7.6%	79.1%		20.9%

REVENUES

Fund	Original Budget	Amended Budget	Cumulative		Percent of Real Estate Tax	Percent of Year Elapsed	Percent of Revenue Received
			Receipts Through This Month	Balance to be Received			
001 General:							
Real Estate Tax (001-1001)	11,185,756	11,185,756	11,185,756	0	63.9%		100.0%
Payment In Lieu of Tax (001-1081)	257,779	257,779	155,567	102,212			60.3%
Sales Tax (001-1120)	5,180,640	5,180,640	0	5,180,640			0.0%
Mortgage Tax (001-3005)	815,000	815,000	0	815,000			0.0%
Per Capita State Aid (001-3001)	613,283	613,283	0	613,283			0.0%
Interest Earnings (001-2401)	25,000	25,000	5,689	19,311			22.8%
Franchise Cable TV (001-1170)	750,000	750,000	-3,721	753,721			-0.5%
Recreation Program Fees (001-2001)	330,000	330,000	43,703	286,297			13.2%
Cemetery Revenues (001-2190/2665)	133,000	133,000	9,825	123,175			7.4%
Fines & Bail Forfeitures (001-2610)	247,500	247,500	27,802	219,699			11.2%
Other Sources of Revenue	1,990,814	1,990,814	129,633	1,861,181			6.5%
Appropriated Fund Balance	190,000	190,000	190,000	0			
Total, Revenue & Fund Balance	21,718,772	21,718,772	11,744,253	9,974,519		16.7%	54.1%

Fund	Original Budget	Amended Budget	Cumulative Receipts as of This Month	Balance to be Received	Percent of Real Estate Tax	Percent of Year Elapsed	Percent of Revenue Received
005 Library							
Real Estate Tax	2,507,625	2,507,625	2,507,625	0	14.3%		100.0%
Other Sources of Revenue	196,414	196,414	27,236	169,178			13.9%
Appropriated Fund Balance	0	0	0	0			
Total, Revenue & Fund Balance	2,704,039	2,704,039	2,534,861	169,178		16.7%	93.7%
021, 023, 024 Highway Funds							
Real Estate Tax	3,812,038	3,812,038	3,812,038	0	21.8%		100.0%
All Other Sources	1,622,684	1,622,684	322,187	1,300,497			19.9%
Appropriated Fund Balance	0	0	0	0			
Total, Revenue & Fund Balance	5,434,722	5,434,722	4,134,225	1,300,497		16.7%	76.1%
031 Consolidated San. Sewer District							
Sewer Service Charges	4,012,722	4,012,722	4,012,722	0			100.0%
Other Sources of Revenue	119,532	119,532	17,449	102,083			14.6%
Appropriated Fund Balance	0	0	0	0			
Total, Revenue & Fund Balance	4,132,254	4,132,254	4,030,171	102,083		16.7%	97.5%
038 Stormwater Drainage District							
District Service Charges	836,493	836,493	836,493	0			100.0%
Other Sources of Revenue	3,000	3,000	673	2,327			22.4%
Appropriated Fund Balance	0	0	0	0			
Total, Revenue & Fund Balance	839,493	839,493	837,166	2,327		16.7%	99.7%
039 Rock Beach San. Sewer District							
District Capital Charges	9,094	9,094	9,094	0			100.0%
Other Sources of Revenue	0	0	5	-5			#DIV/0!
Total Revenue	9,094	9,094	9,099	-5		16.7%	100.0%
040 Orland Road San. Sewer District							
District Capital Charges	15,985	15,985	15,985	0			100.0%
Other Sources of Revenue	0	0	25	-25			#DIV/0!
Total Revenue	15,985	15,985	16,010	-25		16.7%	100.2%
051 Sea Breeze Water District							
District Real Estate Tax	0	0	0	0			#DIV/0!
Other Sources of Revenue	1,074,113	1,074,113	9,437.93	1,064,675			0.9%
Appropriated Fund Balance	0	0	0	0			
Total, Revenue & Fund Balance	1,074,113	1,074,113	9,438	1,064,675		16.7%	0.9%
071 - 098 Lighting Districts							
District Real Estate Tax	162,250	162,250	162,250	0			100.0%
Other Sources of Revenue	0	0	152	-152			
Appropriated Fund Balance	0	0	0	0			
Total, Revenue & Fund Balance	162,250	162,250	162,402	-152		16.7%	100.1%
Summary of Revenues and Appropriated Fund Balances							
Real Estate Tax	17,505,419	17,505,419	17,505,419	0	100.0%		100.0%
Special District Real Estate Tax	162,250	162,250	162,250	0			100.0%
Sanitary Sewer Service Charges	4,037,801	4,037,801	4,037,801	0			100.0%
Stormwater District Service Charges	836,493	836,493	836,493	0			100.0%
Other Sources of Revenue	13,358,759	13,358,759	745,662	12,613,097			5.6%
TOTAL	35,900,722	35,900,722	23,287,625	12,613,097		16.7%	64.9%
Appropriated Fund Balance	190,000	190,000	190,000	0			100.0%
Grand Total, Revenues and Appropriated Fund Balance	36,090,722	36,090,722	23,477,625	12,613,097			65.1%

Workshop Meeting of the Town Board of the Town of Irondequoit, held in the Broderick Room of the Town Hall, 1280 Titus Avenue, Monroe County, New York, on the 11th day of February 2020 at 4:00 P.M.

PRESENT:	David Seeley	Supervisor
	Patrina Freeman	
	John Peticone	
	Kimie Romeo	
	Peter Wehner	Councilmembers
	Harter Secrest & Emery, LLP	Attorney for the Town

Others in attendance included Chief of Police Richard Tantalo, Captain Alan Laird, Assessor Amy Jorstad, Commissioner of Public Works Robert Kiley, Director of Information Services Nate Stone, Director of Personnel Jason Vinette, Director of Recreation Katrina Hall, Comptroller Diana Marsh, Supervisor’s Assistant Maria Vecchio and Town Clerk Genier.

Supervisor Seeley called the meeting to order, Pledge was said and Town Clerk Genier called Roll at 4:00 p.m.

STAFF SPOTLIGHT:

Supervisor Seeley called **Fire Marshall Greg Merrick** to the podium and presented him with February’s Staff Spotlight Award. Fire Marshal Merrick was nominated by Director of Community Development Kerry Ivers. She said Greg was a joy to work with; he is a wealth of information and he shares his knowledge with others. Greg is in his 26th year of working for the Town and he enjoys his work very much. Many staff people were present as he accepted his award.

ITEM FOR BOARD ACTION:

2WS2020-1 RESOLUTION Approving the Permanent Appointment of a Full-Time Recreation Assistant

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Peticone**, a resolution was adopted **approving the permanent appointment of Haley Knapp as a full-time Recreation Assistant in the Irondequoit Recreation Department.**

Director of Personnel Jason Vinette stated that this appointment was due to a vacancy in the Department. Several qualified candidates were interviewed, and Haley Knapp was selected. Ms. Knapp comes highly qualified for this position.

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2020-049

REVIEW OF AGENDA ITEMS FOR FEBRUARY 25, 2020 RTB MEETING:

Financial Report: Comptroller Diana Marsh reviewed the Preliminary Financial Report at year end for the Town as of January 31st. The 2019 books will be closed at the end of February. The most current 2019 results will be presented in February and March, along with the monthly 2020 financial reports. The Town's auditors from The Bonadio Group will present highlights of the audited 2019 Financial Statements and Audit Report at the June Town Board meeting. The preliminary 2019 year-end financial results as of January 31, 2020: **Total expenses and encumbrances** were 97.5% of budget, lower than the percentage of the year elapsed at 100%. Actual expenses were 95% of budget; actual encumbrances were 2.5%. Encumbrances are still high at this time as departments are continuing to commit to services and supplies for the remainder of the year. General Fund expenses were favorable to budget at 97%. Actual expenses in the General Fund were 95.1% of budget; encumbrances were 1.9%. The collective Highway Expenses were 92.6% of budget, lower than the 100% of year that has elapsed. The Library expenses were 97% of budget. The Sewer District was below budget at 97.9%, and the Drainage District was slightly over budget at 100.8%. **General Fund revenue** received was 90.8% of budget. \$11M of real estate taxes are in --100% of that budget line. 101.4% of PILOT revenue is in and that is all that is due at this time. Recreation Program Fees are favorable at 95.7% of budget. Other Sources of Revenue received (Property Clean-up Charges) were 98.7%. Outstanding anticipated revenues from Sales Tax, Mortgage Tax and Franchise Cable TV total approximately \$1,969,000 and would bring the General Fund Revenue to 100%. Cemetery revenue is in at 108.4% of budget. For the entire Town, 93.1% was received from Revenue and Appropriated Fund Balance. \$17.2M was received for real estate taxes. The Library received 99.6% of revenue; Highway received 92.2% of revenue; Sewer received 100.1% of revenue and Drainage received 72.8% of revenue. Approximately \$281,000 in grant funding is expected to increase the revenue received to nearly 100%.

The 2020 financial results for the Town as of January 31st: **Total expenses and encumbrances** were 10.6% of budget, higher than the 8.3% of the year that has elapsed. Actual expenses were 7% of budget; encumbrances were 3.6% of budget. Encumbrances are typically high early in the year as departments establish and commit to commodities, services and supplies that will be needed during the year. Expenses in the Highway Funds were 5.4% of budget, lower than the 8.3% of the year that has elapsed. Expenditures in the Library are under budget at 6.4%. The Sewer Fund expenses were 8.5% of budget; expenses in Stormwater Drainage total 37.4% of budget. Actual expenses are 3% of budget, and encumbrances account for 34.4%, which includes a vector truck costing approximately \$386,000 carried over from the prior year. **The General Fund revenue** received was 32.2% of budget. \$6.7M of real estate tax has been received, 60% of budget. \$85,000 of PILOT revenue has been received, 33% of budget. No other significant revenue is due at this time. Regarding the entire Town, 30.2% of revenue and appropriated fund balance has been received to date. Approximately \$10.6M of the amount received is real estate tax and special district assessments equating to 47.2% of that line item. The Library has received 19.1% of its budgeted revenue; 31.2% of budgeted revenue is in for Highway Funds. The Sewer District has received 31.7% of that fund's budget; and Stormwater Drainage is at 21.9% of revenue budget.

Approval of Minutes: Minutes from the following meetings to be approved: January 7, 2020 Organizational Meeting, January 14, 2020 Workshop Meeting, and January 21, 2020 Regular Town Board Meeting.

Public Hearing: Comptroller Diana Marsh explained that there will be **one (1)** Public Hearing held which provides the opportunity for public comment on Irondequoit's Community Development Block Grant (CDBG) Program. Following the Public Hearing, a resolution will be voted on acknowledging that the Public Hearing was held. The Town is required to hold a Public Hearing in January or February to encourage residents to comment on the Town's CDBG activities. The Public Hearing will be held on February 25, 2020 at 7:35 PM.

Appointments: Supervisor Seeley stated that all appointments will be discussed and voted on at the beginning of the meeting. He reviewed **five (5)** resolutions for appointments. The **first** resolution fills two Conservation Board vacancies. The two appointees are Daniel R. David and Victoria F. Korth, MD. The **second** resolution appoints Sean Hart to the Zoning Board of Appeals with a term expiring December 31, 2020. The **third** resolution approves the permanent appointment of Joan Woodruff to the full-time Office Clerk IV position in the Town's Assessor's Department. Ms. Woodruff has taken and passed the Office Clerk IV exam and is reachable per Civil Service rules. The **fourth** resolution approves the permanent appointment of Megan Hoffman to a full-time Office Clerk III position in the Town's Recreation Department. Ms. Hoffman has worked in this Department seasonally since 2007 and full-time since 2018. Director of Recreation Katrina Hall added that Ms. Hoffman is a great worker. This is a lateral move for Ms. Hoffman at this time. The **fifth** resolution approves Mary Werner to the Provisional Appointment of a full-time Code Compliance Coordinator. Ms. Werner will have to take the Civil Service test and score within the top three to remain in this title.

Public Works: Commissioner of Public Works Robert Kiley reviewed **nine (9)** resolutions. The **first** resolution withdraws a Public Hearing request for an extension of the Consolidated Sewer District to include 39 Collamer Drive. The owners of the property have decided to repair their septic system themselves. The **second** resolution would renew the landscaping services contract with Irondequoit Lawn & Landscape for one additional year ending December 31, 2020. The conditions and cost of the contract would stay the same. The **third** resolution would award the bid for refuse services for various Town facilities. A public bid opening will be held on February 20, 2020. Councilmember Kimie Romeo suggested that the recycling at the Town facilities be stepped up a notch. The **fourth** resolution would award the bid for a 104 Niche Pre-Assembled Columbarium at the Irondequoit Cemetery. The bid opening will be held on February 20th. The **fifth, sixth, seventh and eighth** resolutions all award bids for the Irondequoit Community Center Phase II Package. Bid will be submitted for Electrical Construction, Plumbing Construction, Mechanical Construction and General Building Construction. The **ninth** resolution authorizes the Supervisor to enter into a contract for Engineering Services for the Irondequoit Bay State Marine Park and Culver Road storm sewers and would authorize an inter-fund loan. Commissioner of Public Works Robert Kiley stated that requests for quotes were sent out to five firms. The quotes are due to the Town by February 19th. The Town will transfer funds from the General Fund and reimburse the General Fund once the grant funds are received.

Community Development: Supervisor Seeley reviewed **one (1)** resolution authorizing him to execute a contract for engineering review services. Requests for Proposals were sent out and interviews will be held. The Selection Committee will make its recommendation for two qualified code review consultants to provide review services.

Human Resources: Director of Personnel Jason Vinette reviewed **one (1)** resolution to ratify the Nightstick PBA Unit Contract. The current contract expired at the end of 2019. This contract has

members contributing to health care and it is a three-year contract. Director Vinette said this is a good contract.

Information Technology: Director of Information Technology Nate Stone handed out his **one (1)** resolution authorizing the lease of three copiers to replace copiers used by the Irondequoit Police Department, the Community Development Department and one unit located in the basement of the Town Hall. The leases on these three copiers will expire on February 15, 2020. Director Stone feels that it is more cost-effective for the Town to lease these copiers than to purchase them. He has secured three written quotes for new leases and he will follow up with the Board members once he reviews the quotes. He stated the monthly cost for the three units would be \$880 for 51 months.

Police: Chief of Police Richard Tantalo reviewed **six (6)** resolutions. The **first** resolution declares certain items surplus and authorizes the auction or destruction of said items. The **second** resolution authorizes the approval for educational expenses for Sgt. Andrew Whitaker. Sgt. Whitaker successfully completed two courses for a total cost of \$2,705. The Town will reimburse Sgt. Whitaker 80% of the tuition cost per the current contract, which totals \$2,164. The **third** resolution authorizes attendance for Capt. Alan Laird and Lt. Jessica Franco to the XLR8 Leadership Training Program. Chief Tantalo noted that this is an extremely valuable training. Once completed, the officers will share what they learned with the other police personnel. Funding for this training is available in the 2020 budget with a cost of \$4,800. The **fourth** resolution authorizes attendance for Chief Richard Tantalo to attend the 2020 NYS Intelligence Summit offered by the NYS Police and NYS Division of Homeland Security and Emergency Services. The Summit is being held in Bolton Landing, NY on April 22 and 23, 2020. Funding is available in the 2020 budget with an approximate cost of \$200. The **fifth** resolution authorizes attendance of Chief Tantalo to the FBI Law Enforcement Executive Development Seminar (LEEDS) held in Fredericksburg, VA beginning July 26 and ending on July 31, 2020 (Cycle 2). Chief Tantalo will attend Cycle 1 of the LEEDS conference from April 6th through the 9th and Cycle 2 of the LEEDS conference from July 26th through the 31th. The tuition, lodging and travel costs will be paid by the FBI and the Town will pay miscellaneous expenses estimated at \$200. The **sixth** resolution authorizes attendance of Lt. Casey McLaughlin and Officer Kelly Kreiser to the Post Critical Incident Training to be held March 2nd to 4th in Clifton Park, NY. The approximate cost is \$1,100 and available in the 2020 budget.

Supervisor: Supervisor Seeley reviewed **one (1)** resolution authorizing him to enter into a Payment in Lieu of Taxes Agreement (PILOT) for SLM Housing Development Fund Corporation. The Corporation and SLM Apartments LLC (the Company) wish to develop an affordable housing project at 200 Medley Center Parkway. The Corporation and Company have submitted a request to the Town to enter into a PILOT Agreement. Supervisor Seeley feels this is in the Town's best interest.

Town Clerk: Supervisor Seeley reviewed **two (2)** resolutions for Special Event Licenses. The **first** resolution approves the Special Event License for Shamrock Jack's Restaurant to conduct their Annual St. Patrick's Day Festival from Thursday, March 12, 2020 (equipment set up) through Wednesday, March 18, 2020 (equipment take down), upon the condition that Shamrock Jack's notifies all affected residents before the event. The **second** resolution approves the Special Event License for the Point Pleasant Firemen's Association Sportsmen's Raffle #27 to be held on Saturday, April 18, 2020 at the Point Pleasant Fire House from Noon to 5 PM, on the condition that Point Pleasant Firemen's Association notifies all affected residents prior to the event.

ITEMS FOR BOARD ACTION:**2WS2020-2 RESOLUTION Approving the Permanent Appointment of a Part-Time School Traffic Guard**

On a motion made by Councilmember **Perticone**, seconded by Councilmember **Romeo**, a resolution was adopted **authorizing the hiring of James D. McManus as a part-time School Traffic Guard in the Irondequoit Police Department.**

Chief of Police Richard Tantalo noted that Mr. McManus is a Town resident and has had a background check completed. The hiring is due to a vacancy in the Irondequoit Police Department for a part-time school crossing guard.

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

*Resolution Number 2020-050***2WS2020-3 RESOLUTION Approving the Permanent Appointment of a Part-Time School Traffic Guard in the Irondequoit Police Department**

On a motion made by Councilmember **Romeo**, seconded by Councilmember **Freeman**, a resolution was adopted **authorizing the hiring of Ernest C. Kott as a part-time School Traffic Guard in the Irondequoit Police Department.**

Chief of Police Richard Tantalo noted that Mr. Kott is a Town resident and has had a background check completed. The hiring is due to a vacancy in the Irondequoit Police Department for a part-time school crossing guard.

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

*Resolution Number 2020-051***2WS2020-4 RESOLUTION Approving the Permanent Appointment of a Part-Time Court Attendant in the Irondequoit Town Court**

On a motion made by Councilmember **Perticone**, seconded by Councilmember **Romeo**, a resolution was adopted **authorizing the hiring of Steven Peglow as a part-time Court Attendant in the Irondequoit Town Court.**

Supervisor Seeley stated that Mr. Peglow was a Deputy/Investigator for the Monroe County Sheriff's Office and he is very qualified to work as a part-time Court Attendant.

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2020-052

2WS2020-5 RESOLUTION Authorizing the Supervisor to Consent to the Filing of the Certificate of Incorporation of SLM Housing Development Fund Corporation

On a motion made by Councilmember **Freeman**, seconded by Councilmember **Romeo**, a resolution was adopted **authorizing the Supervisor to execute a Consent to Filing of Certificate of Incorporation of SLM Housing Development Fund Corporation.**

Supervisor Seeley stated that the Town Board received a request to develop an affordable housing project located at 200 Medley Center Parkway and the sponsors of the Project intend to form a housing development fund corporation to be named SLM Housing Development Fund Corporation. The Corporation will be organized to develop the Project on a non-profit basis and for persons of low income. The Town is required to consent to the filing of the Certificate of Incorporation.

UPON VOTING	Town Board Member Wehner	Abstain
	Town Board Member Perticone	Aye
	Town Board Member Romeo	Aye
	Town Board Member Freeman	Aye
	Supervisor Seeley	Aye

Resolution Number 2020-053

REVIEW 2019 ANNUAL REPORT FOR THE IRONDEQUOIT POLICE DEPARTMENT

Chief of Police Richard Tantalo presented the following highlights performed by his Department in 2019: there were 61,000 calls for police service; 2,103 domestic violence calls received; 1,100 motor vehicle accidents investigated; 501 mental health arrests made; 142 impaired driving arrests handled; 420 residential house checks were made; and 1,755 criminal arrests were made. There was one homicide investigation conducted in March of 2019. Several agencies worked together to investigate this homicide which resulted in the arrest of the victim’s nephew. Chief Tantalo noted all calls for service were handled quickly and professionally.

Traffic/Motor Vehicle Accidents: There were 7,605 traffic stops made in 2019. There were no fatal motor vehicle accidents in 2019 (4 fatalities were reported in 2018); 18 pedestrians were struck; 14 bicyclists were struck; 5 motorcycle accidents were investigated; there were 32 deer/vehicle accidents reported; and 140 injuries were reported.

Training: Chief Tantalo reported that four new police instructors were added in 2019. The areas police officers were trained in: Firearms, Active Shooter, Criminal Investigations, Impaired Driving Arrests and Raise the Age legislation. Also addressed was Leadership Training, Pedestrian Safety and Diversity Training. There were 9,439 training hours completed in 2019.

2020 Goals: Chief Tantalo listed the following as goals for 2020: Increased employee development with rotations in specialized assignments; increased instructor opportunities within the Department; enhanced communication with the suggestion process; and focus on employee wellness. In moving forward, Chief Tantalo would like to increase the number of opportunities for officers, such as participation in additional training and other professional programs. He would especially like to increase training in the use of social media and develop awareness with

elder abuse and mental health issues. He will highlight the good work performed by his officers and help them to be good role models for the younger officers. He will use up-to-date technology, such as body worn cameras purchased in 2019, and social media to reach out to the Irondequoit community and beyond. This will increase awareness of community-police events. Chief Tantalo summarized the Department's core values--accountability, professionalism, continuous learning, teamwork and mentoring of new officers.

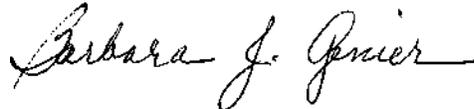
Proposed Refuse Districts in Irondequoit: Supervisor Seeley reviewed the proposed creation of refuse districts in Irondequoit with the Board members. Residents who are interested in establishing a refuse district, would have to petition the other neighbors before moving forward. The Town will be holding an informational meeting in the near future for residents to learn more about this idea. Supervisor Seeley stated that the goal is to create 3 to 4 refuse districts.

On a motion made by Councilmember **Romeo**, seconded by Councilmember **Freeman**, the Workshop Meeting was adjourned at 6:05 PM.

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

Respectfully submitted,



Barbara Genier, Town Clerk

Regular Town Board Meeting of the Town Board of the Town of Irondequoit held in the Broderick Room of the Town Hall, 1280 Titus Avenue, Monroe County, New York, on the **25th day of February 2020** at 7:00 P.M.

PRESENT: David Seeley Town Supervisor
 Patrina Freeman
 John Peticone
 Kimie Romeo
 Peter Wehner Councilmembers
 Harter Secrest & Emery LLP Attorney for the Town

Others in attendance included Commissioner of Public Works Robert Kiley, Chief of Police Richard Tantalo, Capt. Alan Laird, Director of Community Development Kerry Ivers, Fire Marshal Greg Merrick, Director of Human Resources Jason Vinette, Assistant to the Comptroller Rick Checchi, Director of Recreation Katrina Hall, Assessor Amy Jorstad, Assistant to the Supervisor Maria Vecchio and Town Clerk Genier.

SUPERVISOR’S REMARKS AND ANNOUNCEMENTS:

*Supervisor Seeley noted that the Town will be holding an informational meeting on Wednesday, February 26th in the Broderick Room of the Town Hall to discuss the citizen-driven initiative for establishing refuse districts. The meeting begins at 6 PM. The Supervisor explained that the Refuse District is a designated area in which the Town provides waste collection from a reputable waste hauler. Since the Town solicits bids, the cost could be lower, and it could reduce truck traffic on the roads. Supervisor Seeley said it is a good time for residents to be looking at this as another option for waste collection. This is a grassroots program and the Town will work with the residents through this effort. For more information on this initiative, please call 336-6029.
 *The Town Clerk’s Office will be holding a Passport Day on Saturday, March 7th to assist people in applying for a passport. This Passport Day will be held at the Town Clerk’s Office from 9 AM to Noon. Appointments can be made by calling 467-8840. *The Town’s Recreation Department held a February Break Camp over the February break which was very successful. The Recreation Department hopes to do more of these activities in the future. *Supervisor Seeley attended the Chamber of Commerce Awards Ceremony held at Irondequoit I-Square last month and noted that among the awardees was former Town Councilwoman and Irondequoit Food Cupboard’s Executive Director Debbie Evans. She was recognized as “Person of the Year” and the Murphys were recognized for their renovation of the new Murphy’s located in the Pattenwood Plaza. *Supervisor Seeley announced a new event called the Leprechaun Madness Party for children ages 3-8 to be held at the Irondequoit Senior/Community Center, 154 Pinegrove Avenue from 5:45 to 6:45 PM on Tuesday, March 17th. There will be a lot of fun crafts, snacks and music. Please register by calling 336-6070 or online at <https://www.irondequoitrec.com>. *The Town will be holding the 4th Annual Senior Health Expo on Thursday, April 9th from 9:00 AM to Noon at Bishop Kearney High School. This is a free event with a lot of good information for seniors. *At the February 11th Workshop Meeting, **Greg Merrick, Fire Marshal** was recognized as the February’s Staff Spotlight. Fire Marshal Merrick is a long-time employee of the Town and a great asset to the Town. Congratulations, Greg!

PRESENTATION OF PROCLAMATION: Chief of Police Richard Tantalo joined the Town Board in recognizing Elmer Brown, a public servant, veteran and Commander of American Legion Post # 134. Mr. Brown helps with many of the Town events, including the Memorial Day parade, the 4th of July events and the Veteran’s Day activities. Mr. Brown is a long-time volunteer for Honor Flight which allows veterans to travel to Washington D.C. and receive a hero’s welcome upon their return to Rochester. Supervisor Seeley noted that Mr. Brown was recently given an award from Honor Flight as “Volunteer of the Year”. Supervisor Seeley then read the Proclamation. Mr. Brown thanked the Town and his family for all their support. He said it is a great feeling to give to others, very gratifying.

PUBLIC INPUT: No one came forward to speak at Public Input.

FINANCIAL REPORT: Assistant to the Comptroller Rick Checchi reviewed the preliminary 2019 Financial Report as of January 31, 2020. The 2019 books will not close until the end of February in order to allow for the receipt and processing of outstanding expense commitments, as well as properly booking any remaining 2019 revenue owed to the Town. At the March Town Board meeting, the most current 2019 preliminary results, along with the respective 2020 monthly financial report, will be given. The Town’s auditors from The Bonadio Group will present an overview of the final audited 2019 Financial Statements and Audit Report at the June Town Board meeting. The 2019 preliminary financial results as of January 31, 2020 are: total

expenditures and encumbrances were at 97.5%, below the percentage of year elapsed of 100%. Actual expenses were 95% of budget; encumbrances were 2.5% of budget. The open encumbrance amount will begin to decrease as Departments submit final 2019 invoice payments and close out any unused encumbrances. The General Fund expenses were 97%, below the percentage of the year elapsed of 100%. Actual General Fund expenses are 95.1%; encumbrances were 1.9%. Jointly, the Highway Funds were at 92.6% of budget. The costs in these funds result from expenses for road salt, gas and diesel fuel. Expenses in the Library have now leveled off with expenses at 97% of budget. Sewer expenses were 97.9% of budget; expenses in Drainage were slightly overbudget at 100.8%. The **General Fund revenue** received was \$19,052,000 or 90.8% of budget. Real Estate Taxes of \$11M have been collected, 100% of budget. 101.4% of PILOT revenue was received. Outstanding anticipated revenues from Sales Tax, Mortgage Tax and Franchise Cable TV total approximately \$1,969,000 and would bring the General Fund revenue to 100%. 95.7% of Recreation Program Fees have been received; 108.4% of revenue was received from Cemetery Revenues. 87.2% of Fines & Bail Forfeitures have been received; and 98.7% of Other Sources of Revenue (clean-up charges) have been received. For the entire Town, 93.1% of Revenue and Appropriated Fund Balance was received. Approximately \$17.2M in Real Estate Taxes was received, 100% of budget. The Library Fund received 99.6% of budgeted revenue; Highway received 92.2% of its budgeted revenue; Sewer District received 100.1% of its budgeted revenue; and Drainage received 72.8%. Approximately \$281,000 in grant funding is expected to increase the revenue received to nearly 100%.

The 2020 financial results for the Town, as of January 31st are: **total expenses and encumbrances** are 10.6% of budget, higher than the 8.3% of the year that has elapsed. Actual expenses are 7% of budget; encumbrances are 3.6% of budget. Encumbrances are typically high early in the year as departments establish and commit to commodities, services and supplies that will be needed throughout the year. The General Fund expenses are 11.7% of budget. Actual General Fund expenditures are 8.2% of budget; encumbrances are 3.4% of budget. Expenses in the Highway Funds are 5.4% of budget, below the 8.3% of the year elapsed. Expenses in the Library are under budget at 6.4%. The Sewer Fund expenses are 8.5% of budget; expenses in Stormwater Drainage are 37.4% of budget. Actual expenses are 3%; encumbrances are 34.4%. This includes a vactor truck costing approximately \$386,000, carried over from the prior year. **General Fund revenue** received was 32.2% of budget. \$6.7M or 60% of budget was received for real estate tax. The tax collection period is not complete at this time. \$85,000 of PILOT revenue has been received, 33.4% of budget. No other significant revenue is due at this time. Regarding the entire Town, 30.2% of budgeted revenue and appropriated fund balance has been received to date. Approximately \$10.6M of the amount received is real estate tax and special district assessments, equating to 47.2% of that line item. The Library has received 19.1% of its budgeted revenue. The Highway has received 31.2% of its budgeted revenue. Sewer has received 31.7% of that fun’s budget and Stormwater Drainage is at 21.9% of its budgeted revenue.

On a motion made by Councilmember **Romeo**, seconded by Councilmember **Perticone**, the financial report was accepted.

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

APPROVAL OF MINUTES:

On a motion made by Councilmember **Freeman**, seconded by Councilmember **Wehner**, the minutes from the **January 7, 2020 Organizational Meeting** were approved.

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

On a motion made by Councilmember **Freeman**, seconded by Councilmember **Romeo**, the minutes from the **January 14, 2020 Workshop Meeting** were approved.

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

On a motion made by Councilmember **Perticone**, seconded by Councilmember **Wehner**, the minutes from the **January 21, 2020 Regular Town Board Meeting** were approved.

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

ITEMS FOR BOARD ACTION:**2A2020-2 RESOLUTION FILLING CONSERVATION BOARD VACANCIES**

On a motion made by Councilmember **Romeo**, seconded by Councilmember **Freeman**, a resolution was adopted **approving the appointments of Daniel R. David and Victoria F. Korth, M.D. to the Conservation Board.**

Director of Community Development Kerry Ivers stated that there were vacancies on the Conservation Board and both candidates had submitted letters of interest. Both candidates met the Board and attended meetings to observe the workings of the Board.

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

*Resolution Number 2020-054***2A2020-3 RESOLUTION FILLING A ZONING BOARD OF APPEALS VACANCY**

On a motion made by Councilmember **Freeman**, seconded by Councilmember **Romeo**, a resolution was adopted **approving the appointment of Sean Hart to the Zoning Board of Appeals.**

Director of Community Development Kerry Ivers explained that there was a resignation on the Zoning Board of Appeals which created a vacancy. Mr. Hart is relatively new to the area but he has a high level of experience to bring to this Board.

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

*Resolution Number 2020-055***2A2020-4 RESOLUTION APPROVING THE PERMANENT APPOINTMENT OF A FULL-TIME OFFICE CLERK IV IN THE IRONDEQUOIT ASSESSOR'S DEPARTMENT**

On a motion made by Councilmember **Romeo**, seconded by Councilmember **Freeman**, a resolution was adopted **authorizing the hiring of Joan Woodruff as a full-time Office Clerk IV in the Town Assessor's Department.**

Director of Personnel stated that there is one final vacancy left in the Assessor's Office to run at full staff. He noted that the eligible list was canvassed for Office Clerk IV and Assessor Amy Jorstad has selected Joan Woodruff.

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

*Resolution Number 2020-056***2A2020-5 RESOLUTION APPROVING THE PERMANENT APPOINTMENT OF AN OFFICE CLERK III IN THE RECREATION DEPARTMENT**

On a motion made by Councilmember **Romeo**, seconded by Councilmember **Freeman**, a resolution was adopted **authorizing the appointment of Megan Hoffman as a full-time Office Clerk III in the Recreation Department.**

Director of Personnel Jason Vinette explained that Ms. Hoffman has worked in the Recreation Department since 2000 and she was approved for permanent full-time appointment in 2018 as a Recreation Assistant. As her duties evolved, it is now more appropriate to hold the Clerk III title. She is also reachable on the eligible list. Director of Recreation Katrina Hall stated that her Department is very pleased with this appointment; Ms. Hoffman's knowledge of the Department is vast, and she is a great asset to the Department. Supervisor Seeley noted that Ms. Hoffman was recently recognized by a vendor of the Town to give a demonstration to all the other contractors. She was chosen over many other people.

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2020-057

2A2020-6 RESOLUTION APPROVING THE PROVISIONAL APPOINTMENT OF A CODE COMPLIANCE COORDINATOR IN THE COMMUNITY DEVELOPMENT DEPARTMENT

On a motion made by Councilmember **Perticone**, seconded by Councilmember **Wehner**, a resolution was adopted **approving the provisional appointment of Mary Werner as a full-time Code Compliance Coordinator in the Community Development Department.**

Director of Personnel Jason Vinette explained that due to restructuring in the Community Development Department, there is a need for a Code Compliance Coordinator. Mary Werner has been a Code Compliance Inspector since 2008 and she is the best person to fill this need. Ms. Werner will have to take the Civil Service exam and score within the top three. Director of Community Development Kerry Ivers stated that Ms. Werner has been a significant asset to the Department. She has demonstrated vast knowledge and leadership in the Department.

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2020-058

PUBLIC HEARING:

2PH2020-1 ON THE MATTER OF PROVIDING OPPORTUNITY FOR PUBLIC COMMENT ON IRONDEQUOIT'S COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG)
7:35 PM

On a motion made by Councilmember **Romeo**, seconded by Councilmember **Wehner**, the Public Hearing was opened at 7:35 PM.

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

Supervisor Seeley explained that the Town administers the Community Development Block Grant Program to fund various initiatives geared for low to moderate income level residents. The Town has used these funds to improve roadways and sidewalks, to ramp up senior programming, to help with the Home Improvement Program and other projects. The Town is required to hold one Public Hearing on the Block Grant. To give the residents another opportunity to share their comments, the Town elected to hold a second Public Hearing. Supervisor Seeley stated that the Block Grant is now worth over \$900,000. He encouraged the citizens to participate in the 2020 Census; if the Town population dips below 50,000, the Town is in danger of losing the Block Grant funding.

Public Hearing Public Input: No one came forward to speak for or against this matter.

On a motion made by Councilmember **Romeo**, seconded by Councilmember **Perticone**, the Public Hearing was closed at 7:39 PM.

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

2PH-1A RESOLUTION ACKNOWLEDGING THAT THE TOWN BOARD CONDUCTED A PUBLIC HEARING TO ENCOURAGE PUBLIC COMMENT ON IRONDEQUOIT'S COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG)

On a motion made by Councilmember **Freeman**, seconded by Councilmember **Wehner**, a resolution was adopted **acknowledging that the Town Board conducted a Public Hearing to encourage public comment on Irondequoit's Community Development Block Grant Program (CDBG).**

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2020-059

2A2020-7 RESOLUTION AUTHORIZING THE SUPERVISOR TO EXECUTE CONTRACT FOR CODE AND FIRE PROTECTION REVIEW SERVICES

On a motion made by Councilmember **Romeo**, seconded by Councilmember **Perticone**, a resolution was adopted **authorizing the Supervisor to enter into three-year term contracts with T.Y. LIN International and GHD Consulting Services, Inc.**

Director of Community Development Kerry Ivers explained that the Town solicited proposals for contractors who could assist the Town with code compliance and fire protection review for larger projects. Four qualified proposals were received. The recommended primary contractor was T.Y. LIN International, and the recommended secondary contractor was GHD Consulting Services, Inc. Director Ivers stated that having both a primary and secondary contractor would best serve the needs of the Town. This action will not require any appropriation from the Town but will be an amendment to the building permit fee schedule.

UPON VOTING	Town Board Member Wehner	Abstain
	Town Board Member Perticone	Aye
	Town Board Member Romeo	Aye
	Town Board Member Freeman	Aye
	Supervisor Seeley	Aye

Resolution Number 2020-060

2A2020-8 RESOLUTION TO RATIFY THE NIGHTSTICK PBA UNIT CONTRACT

On a motion made by Councilmember **Perticone**, seconded by Councilmember **Freeman**, a resolution was adopted **approving the collective bargaining agreement with the Nightstick Club PBA Unit for the term January 1, 2020 through December 31, 2022.**

Director of Personnel Jason Vinette noted that this is a three-year contract. It includes a 7% increase in wages over that time and the members contributing a little more toward their health care coverage. He feels this is a good contract.

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2020-061

2A2020-9 RESOLUTION AUTHORIZING THE LEASE OF THREE COPIERS TO REPLACE COPIERS USED BY VARIOUS TOWN DEPARTMENTS

On a motion made by Councilmember **Freeman**, seconded by Councilmember **Wehner**, a resolution was adopted **authorizing the leasing of three copiers through United Business Systems for use in various Town departments for 51 months in the total monthly amount of \$797, together with Toner Inclusive Equipment Maintenance at a cost per click of \$.005 per black & white impression and \$.45 per color impression.**

Supervisor Seeley explained that the Town will be working with United Business Services to lease these three copiers. The goal of the Town is to have all the leases with the same vendor, not like in years past with a number of different vendors.

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2020-062

2A2020-10 RESOLUTION DECLARING SURPLUS ITEMS AND AUTHORIZING THE AUCTION OR DESTRUCTION OF SAID ITEMS

On a motion made by Councilmember **Perticone**, seconded by Councilmember **Romeo**, a resolution was adopted **declaring certain equipment as surplus and authorizing the Supervisor to execute and deliver such documentation as necessary to recycle or auction said equipment at the next appropriate municipal equipment auction.**

Chief of Police Richard Tantalo explained that this resolution will allow the Town to recycle or auction items that have gone beyond their useful life.

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2020-063

2A2020-11 RESOLUTION AUTHORIZING THE APPROVAL FOR EDUCATIONAL EXPENSES

On a motion made by Councilmember **Romeo**, seconded by Councilmember **Freeman**, a resolution was adopted **authorizing reimbursement to Sgt. Andrew Whitaker for the satisfactory completion of courses for the 2019 fall session in Utica College's online Cybersecurity Bachelor of Science degree program in the amount of \$2,164, per the current contract between the Town and the Nightstick Club P.B.A., Article 16, Section I, ratified on December 27, 2016.**

Chief of Police Richard Tantalo explained that this resolution will reimburse Sgt. Whitaker for the educational expenses he incurred while pursuing higher education at Utica College. Sgt. Whitaker successfully completed two courses—CYB 205 earning an A, and PHI 108 earning a B+.

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

*Resolution Number 2020-064***2A2020-12 RESOLUTION AUTHORIZING ENROLLMENT IN XLR8 LEADERSHIP PROGRAM**

On a motion made by Councilmember **Romeo**, seconded by Councilmember **Wehner**, a resolution was adopted **authorizing Capt. Alan Laird and Lt. Jessica Franco to enroll in the XLR8 Leadership Training Program offered by the XLR8 Team Inc., beginning January 1, 2020 through December 31, 2020.**

Chief of Police Richard Tantalo explained that this Program helps advance the leadership team within the Department. He said he has had great success and positive feedback from this Program.

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

*Resolution Number 2020-065***2A2020-13 RESOLUTION AUTHORIZING ATTENDANCE TO NYS INTELLIGENCE SUMMIT**

On a motion made by Councilmember **Freeman**, seconded by Councilmember **Wehner**, a resolution was adopted **authorizing Chief of Police Richard Tantalo to attend the 2020 NYS Intelligence Summit, hosted by NYS Police and the NYS Division of Homeland Security and Emergency Services in Bolton Landing, NY, April 22nd and 23rd.**

Chief of Police Richard Tantalo explained that all of the expenses will be covered by NYS, except miscellaneous expenses.

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

*Resolution Number 2020-066***2A2020-14 RESOLUTION AUTHORIZING ATTENDANCE TO THE FBI LAW ENFORCEMENT EXECUTIVE DEVELOPMENT SEMINAR SESSION #79 (LEEDS)**

On a motion made by Councilmember **Freeman**, seconded by Councilmember **Wehner**, a resolution was adopted **approving attendance of Cycle 1 of the LEEDS conference in Fredericksburg, VA from April 6th to 9th and Cycle 2 of the LEEDS conference in Charlottesville, VA from July 26th to 31st.**

Chief of Police Richard Tantalo explained that this resolution would allow him to attend Cycle 1 and 2 of the LEEDS conference, hosted by the FBI. This is an extremely coveted training opportunity for law enforcement executives throughout the country. The FBI covers all the expenses except miscellaneous expenses.

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2020-067

2A2020-15 RESOLUTION AUTHORIZING ATTENDANCE TO THE NY LAW ENFORCEMENT ASSISTANCE POST CRITICAL INCIDENT TRAINING

On a motion made by Councilmember **Freeman**, seconded by Councilmember **Wehner**, a resolution was adopted **approving attendance for Lt. Casey McLaughlin and Officer Kelly Kreiser to the Post Critical Incident Training, to be held March 2-4, 2020 in Clifton Park, NY.**

Chief of Police Richard Tantalo stated that the approximate cost is \$1,100 and funding is available in the 2020 Police budget. He said that this training is very important. He noted that the Irondequoit officers have been involved in critical incidents and will gain additional skills in these situations. The attendees will also share the information gained with their fellow officers.

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

*Resolution Number 2020-068***2A2020-16 RESOLUTION WITHDRAWING A PUBLIC HEARING REQUESTING AN EXTENSION OF THE CONSOLIDATED SEWER DISTRICT TO INCLUDE 39 COLLAMER DRIVE**

On a motion made by Councilmember **Romeo**, seconded by Councilmember **Wehner**, a resolution was adopted **approving the request to withdraw a Public Hearing to be held on February 25, 2020 at 7:36 PM in the matter of extending the Consolidated Sewer District to include 39 Collamer Drive.**

Commissioner of Public Works Robert Kiley explained that the homeowners withdrew their application for inclusion into the Consolidated Sewer District.

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

*Resolution Number 2020-069***2A2020-17 RESOLUTION RENEWING LANDSCAPING SERVICES AT VARIOUS IRONDEQUOIT TOWN LOCATIONS**

On a motion made by Councilmember **Romeo**, seconded by Councilmember **Perticone**, a resolution was adopted **renewing the contract for one additional year ending December 31, 2020 for landscaping services at various Irondequoit locations to Irondequoit Lawn & Landscape in the amount of \$30,650.**

Commissioner of Public Works Robert Kiley explained that the Town wishes to renew the contract for landscaping services. The Irondequoit Lawn & Landscape Company was awarded the contract in March of 2018 with the condition that the Board could extend the contract for up to four one-year extensions. The Town wishes to renew the contract for one additional year under the same conditions and cost with Irondequoit Lawn & Landscape Company.

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

*Resolution Number 2020-070***2A2020-18 RESOLUTION AUTHORIZING THE AWARD OF BID FOR REFUSE SERVICES FOR VARIOUS TOWN OF IRONDEQUOIT FACILITIES**

On a motion made by Councilmember **Freeman**, seconded by Councilmember **Romeo**, a resolution was adopted **authorizing the award of bid for refuse services for various Town of Irondequoit facilities.**

Commissioner of Public Works Robert Kiley explained that a public bid opening was held on February 20, 2020 and the lowest responsible bidder was Waste Management of NY, LLC. This contract is for one full year with three additional one-year terms. The monthly cost is \$2,087 which is roughly \$400 less than the Town was paying in previous years.

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2020-071

2A2020-19 RESOLUTION AUTHORIZING THE AWARD OF BID FOR 104 NICHE COLUMBARIUM AT THE IRONDEQUOIT CEMETERY

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Romeo**, a resolution was adopted **awarding the bid for a 104 Niche Pre-Assembled Columbarium at the Irondequoit Cemetery to Cold Spring Granite Company in the amount of \$41,486.**

Commissioner of Public Works Robert Kiley stated that public bids were opened and read on February 20th and the lowest responsible bidder was Cold Spring Granite Company in the sum of \$41,486. The foundation was previously installed in 2016 and this new Columbarium is compatible with this foundation.

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2020-072

2A2020-20 RESOLUTION AUTHORIZING THE SUPERVISOR TO ENTER INTO A CONTRACT FOR ENGINEERING SERVICES FOR IRONDEQUOIT BAY STATE MARINE PARK AND CULVER ROAD STORM SEWERS AND AUTHORIZING INTER-FUND LOAN

On a motion made by Councilmember **Freeman**, seconded by Councilmember **Romeo**, a resolution was adopted **awarding the services from Ramboll in the amount of \$253,910 for engineering services for Irondequoit Bay State Marine Park and Culver Road Storm Sewers and approving the inter-fund loan up to \$253,910 from General Fund to Capital Fund 399.**

Commissioner of Public Works Robert Kiley explained that the Town sent out Requests for Proposal to businesses offering these engineering services and three firms responded. The RFP Selection Committee recommended Ramboll. Commissioner Kiley stated that this was a multi-jurisdictional project with NYS parks, NYSDOT, MCDOT and the Town of Irondequoit. This project will require a loan from the General Fund to Capital Fund 399. 95% of these funds will be reimbursed by the State of New York; the Town’s share is 5%. This project is part of the NYS REDI Initiative (Resiliency Economic Development Initiative), set up by Gov. Cuomo, giving \$300M for making the shoreline more resilient in the wake of recent high-water levels. The Program is also designed to maintain and enhance economic and community development. Irondequoit received one of the largest awards through the state. Supervisor Seeley stated that the Town is utilizing the Boat Launch, and the Town wants to make sure it is accessible for the public. The funds from the award will make the Bay State Marine Park a better amenity for the public. Commissioner Kiley stated that the timeline for this project has been accelerated, and there will be a community meeting scheduled within the next few months.

UPON VOTING

Town Board Member Wehner	Abstain
Town Board Member Perticone	Aye
Town Board Member Romeo	Aye
Town Board Member Freeman	Aye
Supervisor Seeley	Aye

Resolution Number 2020-073

2A2020-21 RESOLUTION AUTHORIZING THE SUPERVISOR TO ENTER INTO A PAYMENT IN LIEU OF TAXES AGREEMENT FOR SLM HOUSING DEVELOPMENT FUND CORPORATION

On a motion made by Councilmember **Romeo**, seconded by Councilmember **Freeman**, a resolution was adopted **authorizing the Supervisor to execute and enter into the PILOT Agreement, substantially in the form annexed hereto as Exhibit A, on behalf of the Town and to execute any and all necessary additional documents.**

Supervisor Seeley explained that this resolution would authorize the Town to enter into a PILOT Agreement for a project being advanced at the former Irondequoit Mall, n/k/a Skyview on the Ridge. Pathstone Development, d/b/a SLM Housing Development Fund Corporation, is proposing a 157-unit, 157,000 square foot housing project, which would transform the former SEARS store and add an additional building for senior housing. This is an example of adaptive

re-use for former shopping malls. Supervisor Seeley noted that \$100,000 has been earmarked from the CDBG funds for this project.

UPON VOTING	Town Board Member Wehner	Abstain
	Town Board Member Perticone	Aye
	Town Board Member Romeo	Aye
	Town Board Member Freeman	Aye
	Supervisor Seeley	Aye

Resolution Number 2020-074

2A2020-22 RESOLUTION APPROVING THE SPECIAL EVENT LICENSE FOR SHAMROCK JACK’S RESTAURANT TO CONDUCT THEIR ANNUAL ST. PATRICK’S DAY FESTIVAL

On a motion made by Councilmember **Freeman**, seconded by Councilmember **Perticone**, a resolution was adopted **approving the Special Event license for Shamrock Jack’s Restaurant to conduct their annual St. Patrick’s Day Festival from Thursday, March 12, 2020 (equipment set up) through Wednesday, March 18, 2020 (equipment take down), upon the condition that Shamrock Jack’s notifies all affected residents before the event.**

Supervisor Seeley noted that this is an annual event attended by many people, both residents of the Town and beyond.

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2020-075

2A2020-23 RESOLUTION APPROVING THE SPECIAL EVENT LICENSE FOR THE POINT PLEASANT FIREMEN’S ASSOCIATION SPORTSMEN’S RAFFLE #27

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Perticone**, a resolution was adopted **approving the Special Event License for the Point Pleasant Firemen’s Association’s 27th Annual Sportsmen’s Raffle to be held on Saturday, April 18, 2020 at the Point Pleasant Fire House from Noon to 5 PM, on the condition that Point Pleasant Firemen’s Association notifies all affected residents prior to the event.**

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2020-076

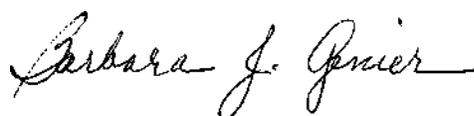
Next Board meetings are:

Friday, February 28, 2020	Workshop Meeting @ 3 PM re: Irondequoit Comm. Ctr.
Tuesday, March 10, 2020	Workshop Meeting @ 4 PM
Tuesday, March 17, 2020	Regular Town Board Meeting @ 7 PM

On a motion made by Councilmember **Romeo**, seconded by Councilmember **Freeman**, the Regular Town Board Meeting was adjourned at 8:08 PM.

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Respectfully submitted,



Barbara Genier, Town Clerk

Workshop Meeting of the Town Board of the Town of Irondequoit, held in the Broderick Room of the Town Hall, 1280 Titus Avenue, Monroe County, New York, on the 28TH day of February 2020 at 3:00 P.M.

PRESENT: David Seeley Supervisor
Patrina Freeman
John Peticone
Kimie Romeo
Peter Wehner Councilmembers

Harter Secrest & Emery, LLP Attorney for the Town

Others in attendance included Commissioner of Public Works Robert Kiley, Director of Recreation Katrina Hall, Director of Personnel Jason Vinette, Supervisor’s Assistant Maria Vecchio, Director of Community Development Kerry Ivers and Town Clerk Genier. Also in attendance were John Radisi and Chris Ladas from Christa Construction and David Phelps from SWBR.

Supervisor Seeley called the meeting to order, Pledge was said and Town Clerk Genier called Roll at 3:00 p.m.

ITEM FOR BOARD ACTION:

2WS2020-1 RESOLUTION Authorizing the Supervisor to Enter into a Payment in Lieu of Taxes Agreement, as Revised, for SLM Housing Development Fund Corporation and SLM Apartments LLC

On a motion made by Councilmember **Romeo**, seconded by Councilmember **Peticone**, a resolution was adopted **authorizing the Supervisor to enter into a Payment in Lieu of Taxes Agreement, as Revised, for SLM Housing Development Fund Corporation and SLM Apartments LLC.**

Supervisor Seeley explained that a resolution authorizing the Supervisor to enter into a PILOT Agreement for SLM Housing Development Fund Corporation was adopted on February 25th. The above resolution revises that PILOT Agreement to reflect an anticipated release of Property, located at 200 Medley Center Parkway (the former Sears building) from the original PILOT Agreement dated April 1, 2019. The terms of the Agreement remain the same but the property description will change.

UPON VOTING Town Board Member Wehner Abstain
Town Board Member Peticone Aye
Town Board Member Romeo Aye
Town Board Member Freeman Aye
Supervisor Seeley Aye

Resolution Number 2020-077

DISCUSSION ITEM: Irondequoit Community Center

John Radisi and Chris Ladas from Christa Construction and David Phelps from SWBR presented a broad overview of the project and of the results of the bid opening for various areas of the project. Bids were publicly opened and read on February 27th. Mr. Radisi stated that 22 bids were received overall, which reflects the level of interest in the project. He then reviewed the four bid categories.

Plumbing Construction: The lowest responsible bidder for Irondequoit Community Center Phase II—Plumbing Construction was Thurston-Dudek, LLC in the amount of \$378,300. He said that he was comfortable with the number and Thurston Dudek understands the job. The bid is well below the budgeted amount.

Electrical Construction: The lowest responsible bidder for Irondequoit Community Center Phase II—Electrical Construction was Concord Electric Corporation in the amount of \$759,300. This bid also came in under budget. Mr. Radisi was comfortable with this bidder and noted Concord Electric did work on the new Irondequoit Public Library several years ago. There was no challenge to this bid and the Company is ready to begin work.

HVAC Mechanical Construction: The lowest responsible bidder for Irondequoit Community Center Phase II—HVAC Mechanical Construction was Pipitone Enterprises, LLC in the amount of \$997,000. Mr. Radisi stated that this Company has a good record and there were no challenges to this bid. There were no alternates in this contract and the bid came in below budget. He added that the prime time for commercial work is between November and March and the Company will have to work quickly, as school bids for work to be done will be out in April/May.

General Building Construction: The lowest responsible bidder for Irondequoit Community Center Phase II—General Building Construction was Javen Construction in the amount of \$4,334,000. This Company did work on the Senior Center and has a good reputation in Irondequoit. Mr. Radisi is confident that Raven will subcontract with local companies to do the work.

Mr. Radisi commented that there are all good people on board. The date for awarding the bids has yet to be determined.

Dave Phelps from SWBR reviewed the site plans with the Board members, and discussion began on possible revisions to the plans. It was noted that the elevated walking track will be eliminated, but there will be a walking area on the ground floor. The built-in bleachers in the gym area will be left out for now; they can be added later. The Board questioned the need for three offices set up on the ground floor, as there are no new staff hires at this time. The fee structure for residents/non-residents was discussed at length. A comment was made about the acoustic ceiling in the gym looking very sterile.

A Power Point presentation from Ballard-King was given on the timeline for this project. Ballard-King contracted with the Town in January of 2018, discussing the need for a community center. A feasibility study was completed addressing market analysis, recommendations and budget for this project. The goals for this proposed facility are--cost effective operation, access to the community, and general revenue to the Town. Ballard-King recommended a 40,700 square foot facility with membership-based daily admission. There would be areas that would require

a fee to use and also a free fee zone, such as the walking track. It was recommended that the Town own and operate the facility. They recommended the following amenities: gymnasium, fitness center, locker rooms, indoor turf area, dance studio, multi-purpose rooms, storage areas, prep kitchen and senior lounge. The next steps needed would be to discuss and update operations of the facility, including hours of operation, fee structure and full-time/part-time staffing.

Supervisor Seeley ended the meeting, noting that there will be additional workshops to continue the dialogue on this matter. Mr. Phelps will also forward updated site plans to the Board members for their review.

On a motion made by Councilmember **Romeo**, seconded by Councilmember **Perticone**, the Workshop Meeting was adjourned at 5:59 PM.

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

Respectfully submitted,

A handwritten signature in cursive script that reads "Barbara J. Genier". The signature is written in black ink and is positioned above the printed name of the signatory.

Barbara Genier, Town Clerk

EXTRACT OF MINUTES OF A MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION APPROVING THE APPOINTMENT OF AN ACTING CHIEF OF POLICE IN THE IRONDEQUOIT POLICE DEPARTMENT

At the regular 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 17th day of March 2020 at 7:00 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, due to the retirement of the current Chief of Police there is a need to appoint an Acting Chief of Police in the Irondequoit Police Department; and

WHEREAS, the Town Supervisor has considered several qualified candidates to act as Chief of Police and recommends the appointment of Captain Alan Laird as Acting Chief of Police in the Irondequoit Police Department; and

NOW, THEREFORE BE IT RESOLVED, that the Town Board authorizes the appointment of Captain Alan Laird as the Acting Chief of Police, to continue in such position until such time as the Town Board appoints a Chief of Police, at an annual rate of \$144,369.00 be paid from budget code 001.3120.0100.1100;

AND, THEREFORE BE IT FURTHER RESOLVED, that during the time of his appointment as the Acting Chief of Police, Captain Alan Laird shall be authorized to exercise those powers and to perform such duties and functions that are prescribed to be exercised and performed by the Chief of Police.

This resolution shall take effect on March 28, 2020.

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	_____

TOWN OF IRONDEQUOIT
APPLICATION TO THE TOWN BOARD



PROJECT ADDRESS 2732 CULVER ROAD

TOTAL AREA OF PROJECT SITE 6.0 ACRES

TAX ID NO. 092.060-0004-025.0 ZONING DISTRICT R-2

PROPERTY OWNER (Print) ST CECELIA CHURCH OF ROCHESTER PHONE 585-467-4286

ADDRESS 2732 CULVER ROAD, ROCHESTER NY ZIP CODE 14622

E-MAIL ADDRESS _____ FAX NO. -

APPLICANT (Print) EPISCOPAL SENIOR LIVING COMMUNITIES PHONE 585-546-8400

ADDRESS 505 Mt Hope Ave, ROCHESTER NY ZIP CODE 14620

E-MAIL ADDRESS MARCELLO@EPISCOPALSENIORLIFE.ORG FAX NO. -

AGENT PARRONE ENGINEERING PHONE _____

ADDRESS 349 W. COMMERCIAL ST., EAST ROCHESTER ZIP CODE 14445

E-MAIL ADDRESS PSCHREINER@DJPARRONE.COM FAX NO. 585-586-6752

DESCRIPTION OF PROJECT EPISCOPAL SENIOR LIVING IS PROPOSING REZONING OF
PARCEL 092.060-0004-025.0 FROM R-2 TO R-5. REZONING IS REQUESTED
TO ALLOW CONSTRUCTION OF APARTMENT UNITS ON THE SITE AS A
PERMITTED USE

APPLICANT (or Agent) SIGNATURE *Paul Schreiner* DATE 2/11/20
PAUL SCHREINER
PARRONE ENGINEERING

IMPORTANT NOTICE: Applicants and/or their representatives must appear at the Meeting to present their case to the Town Board.

REMARKS: _____

FEE \$ 1750.00 DATE OF HEARING TB: 3.17.2020- ACCM/Int'd
TB: 4.21.2020- P.H. Call.

CASE NO. _____ OTHER BOARD REFERRALS PB Referral: 3.23.2020

DATES _____

A sign (provided by the Town) must be posted on the property for at least (10) days prior to the scheduled Public Hearing.

March 5, 2020

Michelle Nichols
Town of Irondequoit
1280 Titus Avenue
Rochester, NY 14617



PARRONE
engineering

ROCKSOLID

THE PIANO WORKS
349 WEST COMMERCIAL STREET
SUITE 3200
EAST ROCHESTER, NEW YORK 14445
T 585.586.0200
F 585.586.6752
WWW.PARRONEENG.COM

RE: Episcopal Senior Apartments @ St Cecelia Church
2732 Culver Road
Tax Acct. # 092.060-0004-025.0

Dear Michelle:

We are submitting a revised application and architectural concept plans to the Town of Irondequoit on behalf of our client, Episcopal Senior Life. Specifically, we are requesting that this project be considered as a matter for rezoning approval. We are requesting that this project be placed on the Town Board agenda as a matter for rezoning from R-2 to R-5. Further applications will be made for the project upon successful outcome of the property rezoning.

This submission is to augment our submission of February 11, 2020 and now reflects a total of 74 apartment units instead of 70 units originally proposed. The conceptual site does not change and one wing of the proposed building will be three stories.

We are providing the attached information for the application:

- 22 copies of this Letter of Intent
- 22 copies of the revised Town Board Application
- 22 Copies of the Conceptual/Architectural Plans

If you should need any additional information please contact me.

Very Truly Yours,

A handwritten signature in blue ink that reads "Edward G. Parrone".

Edward G. Parrone, P.E. FACEC
PARRONE ENGINEERING

CC: Lisa Marcello
Al Pardi
Scott Fisk

**Full Environmental Assessment Form
Part 1 - Project and Setting**

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the applicant or project sponsor to verify that the information contained in Part 1 is accurate and complete.

A. Project and Applicant/Sponsor Information.

Name of Action or Project: Episcopal Senior Housing at St Cecelia Church		FEB 13 2020	
Project Location (describe, and attach a general location map): Project is located at 2732 Culver Road, Town of Irondequoit.		TOWN OF IRONDEQUOIT PLANNING & ZONING	
Brief Description of Proposed Action (include purpose or need): Project includes the construction of a total of 70 senior apartment units on the site. The project will convert 10,000 sf of a former single story school facility to apartment use and also construct 43,500 sf of new 2-story apartment units on the site. The apartments will be a mix of 1 and 2 bedroom apartment units. The project will include site improvements including parking, access, sidewalks and other support services.			
Name of Applicant/Sponsor: Episcopal Senior Living Communities		Telephone: 585-646-8400	
Address: 605 Mount Hope Avenue		E-Mail:	
City/PO: Rochester	State: New York	Zip Code: 14620	
Project Contact (if not same as sponsor; give name and title/role): Lisa Marcello, COO, CFO Episcopal Senior Living Communities		Telephone:	
Address: (See above)		E-Mail:	
City/PO:	State:	Zip Code:	
Property Owner (if not same as sponsor): St Cecelia Church		Telephone: 585-467-4286	
Address: 2732 Culver Road		E-Mail:	
City/PO: Rochester	State: New York	Zip Code: 14622	

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)		
Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Counsel, Town Board, <input type="checkbox"/> Yes <input type="checkbox"/> No or Village Board of Trustees		
b. City, Town or Village Planning Board or Commission <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Planning Board - Site Plan Approval, EPOD Permit	March 2020
c. City, Town or Village Zoning Board of Appeals <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Town Zoning Board - Rezoning of the property from R-2 to R-5, Variance - Parking	February 2020
d. Other local agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
e. County agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	MCDOT - Highway Permit for utility and driveway MCDOH - Water supply backflow prevention	April 2020
f. Regional agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	MCWA - Water service	April 2020
g. State agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	HCR - Funding	
h. Federal agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
i. Coastal Resources.		
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
iii. Is the project site within a Coastal Erosion Hazard Area?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

C. Planning and Zoning

C.1. Planning and zoning actions.	
Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<ul style="list-style-type: none"> If Yes, complete sections C, F and G. If No, proceed to question C.2 and complete all remaining sections and questions in Part 1 	
C.2. Adopted land use plans.	
a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? <input type="checkbox"/> Yes <input type="checkbox"/> No	
b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If Yes, identify the plan(s):	

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If Yes, identify the plan(s):	

C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. Yes No
 If Yes, what is the zoning classification(s) including any applicable overlay district?
Site is located within a R-2 Zoning District
Site includes areas of a Steep Slope and Drainage EPCD

b. Is the use permitted or allowed by a special or conditional use permit? Yes No

c. Is a zoning change requested as part of the proposed action? Yes No
 If Yes,
 i. What is the proposed new zoning for the site? Proposed Zoning - R-5

C.4. Existing community services.

a. In what school district is the project site located? East Irondequoit Central School District

b. What police or other public protection forces serve the project site?
Town of Irondequoit Police Dept., Monroe County Sheriff, NYS Police

c. Which fire protection and emergency medical services serve the project site?
Ridge Culver Fire Department, Irondequoit Volunteer Ambulance

d. What parks serve the project site?
Monroe County Park, Bay Park West, Irondequoit Bay Park, Hayer-Beyer Park and Others

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)?
Residential

b. a. Total acreage of the site of the proposed action? _____ 4.2 acres
 b. Total acreage to be physically disturbed? _____ 2.7 acres
 c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ 6.1 acres

c. Is the proposed action an expansion of an existing project or use? Yes No
 i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: 70 Apartment units

d. Is the proposed action a subdivision, or does it include a subdivision? Yes No
 If Yes,
 i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)
Separation of church and apartment uses
 ii. Is a cluster/conservation layout proposed? Yes No
 iii. Number of lots proposed? 2
 iv. Minimum and maximum proposed lot sizes? Minimum TBD Maximum _____

e. Will the proposed action be constructed in multiple phases? Yes No
 i. If No, anticipated period of construction: _____ 18 months
 ii. If Yes:
 • Total number of phases anticipated _____
 • Anticipated commencement date of phase I (including demolition) _____ month _____ year
 • Anticipated completion date of final phase _____ month _____ year
 • Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____

f. Does the project include new residential uses? Yes No
 If Yes, show numbers of units proposed.

	<u>One Family</u>	<u>Two Family</u>	<u>Three Family</u>	<u>Multiple Family (four or more)</u>
Initial Phase	_____	_____	_____	70
At completion of all phases	_____	_____	_____	70

g. Does the proposed action include new non-residential construction (including expansions)? Yes No
 If Yes,
 i. Total number of structures _____
 ii. Dimensions (in feet) of largest proposed structure: _____ height; _____ width; and _____ length
 iii. Approximate extent of building space to be heated or cooled: _____ square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? Yes No
 If Yes,
 i. Purpose of the impoundment: _____
 ii. If a water impoundment, the principal source of the water: Ground water Surface water streams Other specify: _____
 iii. If other than water, identify the type of impounded/contained liquids and their source. _____
 iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres
 v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length
 vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): _____

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? Yes No
 (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)
 If Yes:
 i. What is the purpose of the excavation or dredging? _____
 ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?
 • Volume (specify tons or cubic yards): _____
 • Over what duration of time? _____
 iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. _____
 iv. Will there be onsite dewatering or processing of excavated materials? Yes No
 If yes, describe. _____
 v. What is the total area to be dredged or excavated? _____ acres
 vi. What is the maximum area to be worked at any one time? _____ acres
 vii. What would be the maximum depth of excavation or dredging? _____ feet
 viii. Will the excavation require blasting? Yes No
 ix. Summarize site reclamation goals and plan: _____

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? Yes No
 If Yes:
 i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

iii. Will the proposed action cause or result in disturbance to bottom sediments? Yes No
 If Yes, describe: _____

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation? Yes No
 If Yes:

- acres of aquatic vegetation proposed to be removed: _____
- expected acreage of aquatic vegetation remaining after project completion: _____
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____
- proposed method of plant removal: _____
- if chemical/herbicide treatment will be used, specify product(s): _____

v. Describe any proposed reclamation/mitigation following disturbance: _____

c. Will the proposed action use, or create a new demand for water? Yes No
 If Yes:

i. Total anticipated water usage/demand per day: _____ 16,800 gallons/day

ii. Will the proposed action obtain water from an existing public water supply? Yes No
 If Yes:

- Name of district or service area: Monroe County Water Authority
- Does the existing public water supply have capacity to serve the proposal? Yes No
- Is the project site in the existing district? Yes No
- Is expansion of the district needed? Yes No
- Do existing lines serve the project site? Yes No

iii. Will line extension within an existing district be necessary to supply the project? Yes No
 If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____
- Source(s) of supply for the district: _____

iv. Is a new water supply district or service area proposed to be formed to serve the project site? Yes No
 If Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- Proposed source(s) of supply for new district: _____

v. If a public water supply will not be used, describe plans to provide water supply for the project: _____

vi. If water supply will be from wells (public or private), what is the maximum pumping capacity: _____ gallons/minute.

d. Will the proposed action generate liquid wastes? Yes No
 If Yes:

i. Total anticipated liquid waste generation per day: _____ 16,800 gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): _____
Sanitary waste water from residential use

iii. Will the proposed action use any existing public wastewater treatment facilities? Yes No
 If Yes:

- Name of wastewater treatment plant to be used: VanLare Sewage Treatment Facility
- Name of district: Town of Irondequoit Sewer District
- Does the existing wastewater treatment plant have capacity to serve the project? Yes No
- Is the project site in the existing district? Yes No
- Is expansion of the district needed? Yes No

• Do existing sewer lines serve the project site? Yes No
 • Will a line extension within an existing district be necessary to serve the project? Yes No
 If Yes:
 • Describe extensions or capacity expansions proposed to serve this project: _____
 Extend an 8" gravity sewer to tie in the individual building service laterals _____

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? Yes No
 If Yes:
 • Applicant/sponsor for new district: _____
 • Date application submitted or anticipated: _____
 • What is the receiving water for the wastewater discharge? _____

v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans):
 N/A

vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____
 N/A

e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? Yes No
 If Yes:
 i. How much impervious surface will the project create in relation to total size of project parcel?
 _____ Square feet or _____ 0.6 acres (impervious surface)
 _____ Square feet or _____ 6.1 acres (parcel size)
 ii. Describe types of new point sources. Roof drainage and paved surface drainage

iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?
Storm water runoff from the new development will be directed to storm water treatment facilities for quality and quantity before discharge to the existing drainage course.
 • If to surface waters, identify receiving water bodies or wetlands: _____
Hobbie Creek -Tributary to Irondequoit Bay
 • Will stormwater runoff flow to adjacent properties? Yes No

iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? Yes No

f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? Yes No
 If Yes, identify:
 i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)

 ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)

 iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)

g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? Yes No
 If Yes:
 i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) Yes No
 ii. In addition to emissions as calculated in the application, the project will generate:
 • _____ Tons/year (short tons) of Carbon Dioxide (CO₂)
 • _____ Tons/year (short tons) of Nitrous Oxide (N₂O)
 • _____ Tons/year (short tons) of Perfluorocarbons (PFCs)
 • _____ Tons/year (short tons) of Sulfur Hexafluoride (SF₆)
 • _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs)
 • _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? Yes No
 If Yes:
 i. Estimate methane generation in tons/year (metric): _____
 ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? Yes No
 If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): _____

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? Yes No
 If Yes:
 i. When is the peak traffic expected (Check all that apply): Morning Evening Weekend
 Randomly between hours of 1 PM to 6 PM
 ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____
 iii. Parking spaces: Existing 142 Proposed 155 Net increase/decrease +13
 iv. Does the proposed action include any shared use parking? Yes No
 v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe:
Reduction of cut access to Culver Road
 vi. Are public/private transportation service(s) or facilities available within 1/2 mile of the proposed site? Yes No
 vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? Yes No
 viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? Yes No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? Yes No
 If Yes:
 i. Estimate annual electricity demand during operation of the proposed action: _____
 ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): _____
 iii. Will the proposed action require a new, or an upgrade, to an existing substation? Yes No

l. Hours of operation. Answer all items which apply.
 i. During Construction:
 • Monday - Friday: Continuous (all)
 • Saturday: _____
 • Sunday: _____
 • Holidays: _____
 ii. During Operations:
 • Monday - Friday: Continuous (all)
 • Saturday: _____
 • Sunday: _____
 • Holidays: _____

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? Yes No
 If yes:
 i. Provide details including sources, time of day and duration:
Increase noise levels during construction only 7AM - 5 PM M-F

ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? Yes No
 Describe: _____

n. Will the proposed action have outdoor lighting? Yes No
 If yes:
 i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:
Pole mounted LED fixtures with light cut offs to limit light off of the property. Pole height estimated at 12'-16'.

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? Yes No
 Describe: _____

o. Does the proposed action have the potential to produce odors for more than one hour per day? Yes No
 If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____

p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? Yes No
 If Yes:
 i. Product(s) to be stored _____
 ii. Volume(s) _____ per unit time _____ (e.g., month, year)
 iii. Generally, describe the proposed storage facilities: _____

q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? Yes No
 If Yes:
 i. Describe proposed treatment(s):

ii. Will the proposed action use Integrated Pest Management Practices? Yes No

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? Yes No
 If Yes:
 i. Describe any solid waste(s) to be generated during construction or operation of the facility:
 • Construction: _____ tons per _____ (unit of time)
 • Operation: _____ tons per _____ (unit of time)
 ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:
 • Construction: _____
 • Operation: _____

iii. Proposed disposal methods/facilities for solid waste generated on-site:
 • Construction: _____
 • Operation: _____

s. Does the proposed action include construction or modification of a solid waste management facility? Yes No

If Yes:

i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____

ii. Anticipated rate of disposal/processing:

- _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
- _____ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: _____ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? Yes No

If Yes:

i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

iii. Specify amount to be handled or generated _____ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? Yes No

If Yes: provide name and location of facility: _____

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility: _____

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.

i. Check all uses that occur on, adjoining and near the project site.

Urban Industrial Commercial Residential (suburban) Rural (non-farm)

Forest Agriculture Aquatic Other (specify): _____

ii. If mix of uses, generally describe:

The site is situated along a main transportation route (Culver Road) in the Town and is situated in a mostly residential use area within proximity of the commercial area of East Ridge Road.

b. Land uses and covertypes on the project site.

Land use or Covertypes	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	2.7	3.3	+0.6
• Forested	0	0	0
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	3.1	2.8	-0.3
• Agricultural (includes active orchards, field, greenhouse etc.)	0	0	0
• Surface water features (lakes, ponds, streams, rivers, etc.)	0	0	0
• Wetlands (freshwater or tidal)	0	0	0
• Non-vegetated (bare rock, earth or fill)	0	0	0
• Other Describe: <u>Gravel Parking</u>	0.3	0	-0.3

c. Is the project site presently used by members of the community for public recreation? Yes No
i. If Yes: explain: _____

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? Yes No
If Yes,
i. Identify Facilities:
Rochester Regional Health Care, Culver Medical Park

e. Does the project site contain an existing dam? Yes No
If Yes:
i. Dimensions of the dam and impoundment:
• Dam height: _____ feet
• Dam length: _____ feet
• Surface area: _____ acres
• Volume impounded: _____ gallons OR acre-feet
ii. Dam's existing hazard classification: _____
iii. Provide date and summarize results of last inspection: _____

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? Yes No
If Yes:
i. Has the facility been formally closed? Yes No
• If yes, cite sources/documentation: _____
ii. Describe the location of the project site relative to the boundaries of the solid waste management facility: _____
iii. Describe any development constraints due to the prior solid waste activities: _____

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? Yes No
If Yes:
i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred: _____

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? Yes No
If Yes:
i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: Yes No
 Yes - Spills Incidents database Provide DEC ID number(s): _____
 Yes - Environmental Site Remediation database Provide DEC ID number(s): _____
 Neither database
ii. If site has been subject of RCRA corrective activities, describe control measures: _____
iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? Yes No
If yes, provide DEC ID number(s): _____
iv. If yes to (i), (ii) or (iii) above, describe current status of site(s): _____

v. Is the project site subject to an institutional control limiting property uses? Yes No

- If yes, DEC site ID number: _____
- Describe the type of institutional control (e.g., deed restriction or easement): _____
- Describe any use limitations: _____
- Describe any engineering controls: _____
- Will the project affect the institutional or engineering controls in place? Yes No
- Explain: _____

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? _____ +10' (estimated) feet

b. Are there bedrock outcroppings on the project site? Yes No
 If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ %

c. Predominant soil type(s) present on project site:

Arkport, Dunkirk & Colonie	36 %
Collamer silt loam	64 %
_____	_____ %

d. What is the average depth to the water table on the project site? Average: _____ feet

e. Drainage status of project site soils: Well Drained: _____ 100 % of site
 Moderately Well Drained: _____ % of site
 Poorly Drained _____ % of site

f. Approximate proportion of proposed action site with slopes: 0-10%: _____ 75 % of site
 10-15%: _____ % of site
 15% or greater: _____ 25 % of site

g. Are there any unique geologic features on the project site? Yes No
 If Yes, describe: _____

h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? Yes No

ii. Do any wetlands or other waterbodies adjoin the project site? Yes No

If Yes to either i or ii, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? Yes No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

- Streams: Name Hobble Creek Classification Class C
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name _____ Approximate Size _____
- Wetland No. (if regulated by DEC) _____

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? Yes No
 If yes, name of impaired water body/bodies and basis for listing as impaired: _____

i. Is the project site in a designated Floodway? Yes No

j. Is the project site in the 100-year Floodplain? Yes No

k. Is the project site in the 500-year Floodplain? Yes No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? Yes No
 If Yes:
 i. Name of aquifer: _____

m. Identify the predominant wildlife species that occupy or use the project site:

Common birds _____

Common native small ground animals _____

n. Does the project site contain a designated significant natural community? Yes No

If Yes:

i. Describe the habitat/community (composition, function, and basis for designation): _____

ii. Source(s) of description or evaluation: _____

iii. Extent of community/habitat:

- Currently: _____ acres
- Following completion of project as proposed: _____ acres
- Gain or loss (indicate + or -): _____ acres

o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? Yes No

If Yes:

i. Species and listing (endangered or threatened): _____

p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? Yes No

If Yes:

i. Species and listing: _____

q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? Yes No

If yes, give a brief description of how the proposed action may affect that use: _____

E.3. Designated Public Resources On or Near Project Site

a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? Yes No

If Yes, provide county plus district name/number: _____

b. Are agricultural lands consisting of highly productive soils present? Yes No

i. If Yes: acreage(s) on project site? _____

ii. Source(s) of soil rating(s): _____

c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? Yes No

If Yes:

i. Nature of the natural landmark: Biological Community Geological Feature

ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____

d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? Yes No

If Yes:

i. CEA name: _____

ii. Basis for designation: _____

iii. Designating agency and date: _____

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? Yes No
 If Yes:
 i. Nature of historic/archaeological resource: Archaeological Site Historic Building or District
 ii. Name: _____
 iii. Brief description of attributes on which listing is based: _____

f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? Yes No

g. Have additional archaeological or historic site(s) or resources been identified on the project site? Yes No
 If Yes:
 i. Describe possible resource(s): _____
 ii. Basis for identification: _____

h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? Yes No
 If Yes:
 i. Identify resource: Irondequoit Bay, Lake Ontario
 ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): Natural water resources
 iii. Distance between project and resource: 1.4(Bay) and 2.7(Lake) miles.

i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? Yes No
 If Yes:
 i. Identify the name of the river and its designation: _____
 ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? Yes No

F. Additional Information

Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

SEE SUPPLEMENT ATTACHED

G. Verification

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name PAUL SCHREINER, PE Date 2/11/20

Signature *Paul Schreiner* Title ENGINEER
(AS AGENT FOR EPISCOPAL SENIOR LIFE

Supplemental Engineering Report
For
Episcopal Senior Life Apartments at St. Cecelia Church

Prepared by:
Parrone Engineering
February 2020

Purpose

This report was prepared to provide added information to the rezoning application to the Town of Irondequoit and the Environmental Assessment Form (EAF) developed for the project. The information contained in this report will supplement sections of the EAF to provide a better understanding of the project.

Project Description

The project site is located on the southeast corner of Culver Road and Brower Road in the Town of Irondequoit, Monroe County. The property is occupied by St. Cecelia Church and is situated on 6.1 acres of land bounded by Brower Road, Culver Road, NYS Rt. 104, a single-family home at 77 Brower Road and Hoble Creek Apartments to the east.

The St. Cecelia Church facility currently includes the church with the attached former school building, a detached pastor residence and a detached two-car garage building. The proposed site includes the construction of 70 apartment units by Episcopal Senior Life. The units would be located in 3 interconnected, 2-story apartment buildings as shown in the conceptual plan prepared for the project. The easterly wing of the former school would remain and be modified to residential apartment use. New site utilities would be extended to service the project along with parking, vehicle access, parking and related site amenities. The existing pastor residence and detached garage would be removed as part of the project.

The project will be aimed at providing housing to the senior level community of people, generally 55 years of age and above. Episcopal Senior Life owns and operates a number of similar facilities in and around the Rochester region which offer programs and activities that are developed for their residents and outside parties.

It is also the intent of the project to subdivide the 6.1-acre property into two separate parcels of land to establish limits of the apartment use to be operated and owned by Episcopal Senior Life, and of St. Cecelia Church.

Supplemental Information

The following report sections are provided to supplement the EAF provided for the project:

- **Zoning** – The existing St. Cecelia Church property is located within an R-2 residential district. The proposal will require rezoning of the property to allow the permitted use of multi-family apartment units. An application for rezoning of the parcel to R-5 is to be requested by Episcopal Senior Life as suggested by Town staff.

- **Traffic** – The project will generate additional traffic to the local roadway system from the proposed addition of 70 senior living residential units. The amount of added traffic was determined from ITE Trip Generation data source developed from projects of a similar use. The generated traffic is as follows:
 - ITE Land Use*: 252-Senior Adult Housing – Attached
 - AM Peak Hour of Generator
 - 4 trip ends (2 enter, 2 exit)
 - Time: 8:30 AM – 12 PM
 - PM Peak Hour of Generator
 - 8 trip ends (4 enter, 4 exit)
 - Time: 1:00-6:00 PM

It is expected that due to the nature of the proposed apartment project and projected occupancy that the traffic impact on the existing roadway will be less than the typical similar sized project.

*It should be noted that the peak hour of the generator typically did not coincide with the peak hour of adjacent street traffic.

- **Parking** – Parking on the proposed site will include parking for both Church and proposed apartment use. It is calculated that the parking required for the church use will be based on the higher of the church or Friendship Center facilities as neither portion will operate fully at the same time. The site parking was evaluated for existing and proposed conditions to determine the amount required for the project. The proposed parking shown on the cConcept Plan will not meet the required parking and will require a zoning variance be issued for the project.
 - Required parking by Zoning Use
 - Church
1 space / 3 seats @ max occupancy
 - Friendship Center (Offices, Kitchen & Meeting Space)
1 space/200sf (based on Office use)
 - Parking Computation
 - Church
(Based on Avg. Attendance Sat. & Sun. Svc in October 2019, Christmas Eve, Christmas Day)
Parking = 239 person x 1space/3 persons
= 80 spaces
 - Friendship Center
Parking = 15,350 sf x 1 space/200sf
= 77 spaces

- Apartments (Proposed)
 Parking = 2 spaces/apartment x 70 apartments
 = 140 spaces

- Proposed Parking per Concept Plan
 - Church (surrounding area to remain) - 53 spaces
 - Concept Plan (proposed new) - 102 spaces
 - Total 155 spaces

- Existing Site Parking 142 spaces

- Required Parking

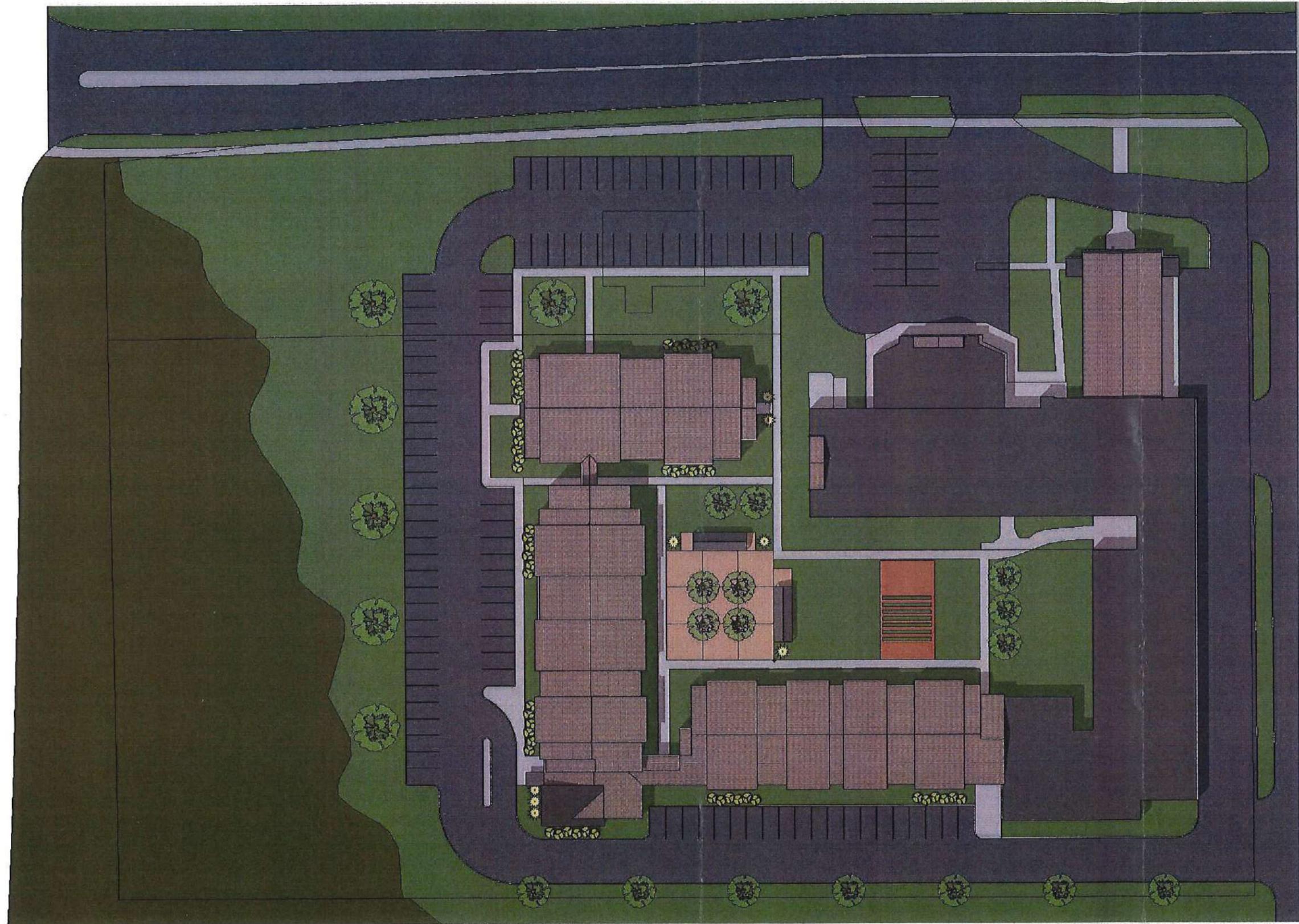
Church	- 80 spaces
Apartments	- <u>140 spaces</u>
Total	- 220 spaces
	(45 space deficit)

- Anticipated Parking Variance – It is anticipated that the project will require a zoning variance for parking for the Apartment portion of the project based on the concept plan. The variance is estimated at 45 spaces, which is a reduction from a zoning requirement of 2 spaces/unit to 1.35 spaces/unit. Final variance request and amount will be dependant upon final site plan configuration and design.

- **Storm Water Drainage** – The existing project site currently drains in a southerly direction to Hobie Creek, which is a Class 3 stream. Hobie Creek drains in an easterly direction with eventual discharge to Irondequoit Bay. The proposed project is intended to drain in the same direction and also discharge to Hobie Creek. The site will include on-site detention measures conforming to Town of Irondequoit development regulations to limit storm water discharges. The site will include disturbance of the site in excess of 1 acre of land with will require the preparation of a Storm Water Pollution and Prevention Plan (SWPPP) and obtaining a SPEDES permit with the NYSDEC. These measures will further address storm drainage quantity and quality for the project.
- **Town of Irondequoit EPOD** – The project contains areas that are under special restrictions for environmental development as required by the Town in Environmental Protection Overlay Districts (EPOD). The site is affected by Steep Slope and Drainage Course districts that are located along the southerly portion of the project that are generally associated with Hobie Creek and its associated slopes. An work in these areas will require a permit be issued by the Town prior to any disturbance of these areas.

- **Sanitary Sewers** – The project is expected to extend sanitary sewers currently owned and operated by the Town of Irondequoit to service the apartment portion of the project. There are existing sewers located along Culver Road and Brower Road. The existing buildings to remain on the site will maintain their current service point. It is estimated that the 70 apartments will generate a daily flow rate of 16,800 gpd of sanitary effluent.
- **Water Supply** – The water supply for the project will provided by service or main extension to the proposed project from existing water supply mains located along Culver Road and Brower Road that are owned and operated by the Monroe County Water Authority. The water supply extended for the project will include domestic and potential fire supply use. Flow test data provided from MCWA is summarized as follows:

Location:	Culver Road at Brower Road
Static Pressure:	95 psi
Residual Pressure:	47 psi
Flow Observed:	984 gpm
Calculated flow @ 20 psi:	1252 gpm



RECEIVED
MAR 05 2020
TOWN OF MONTEQUOTT
PLANNING & ZONING



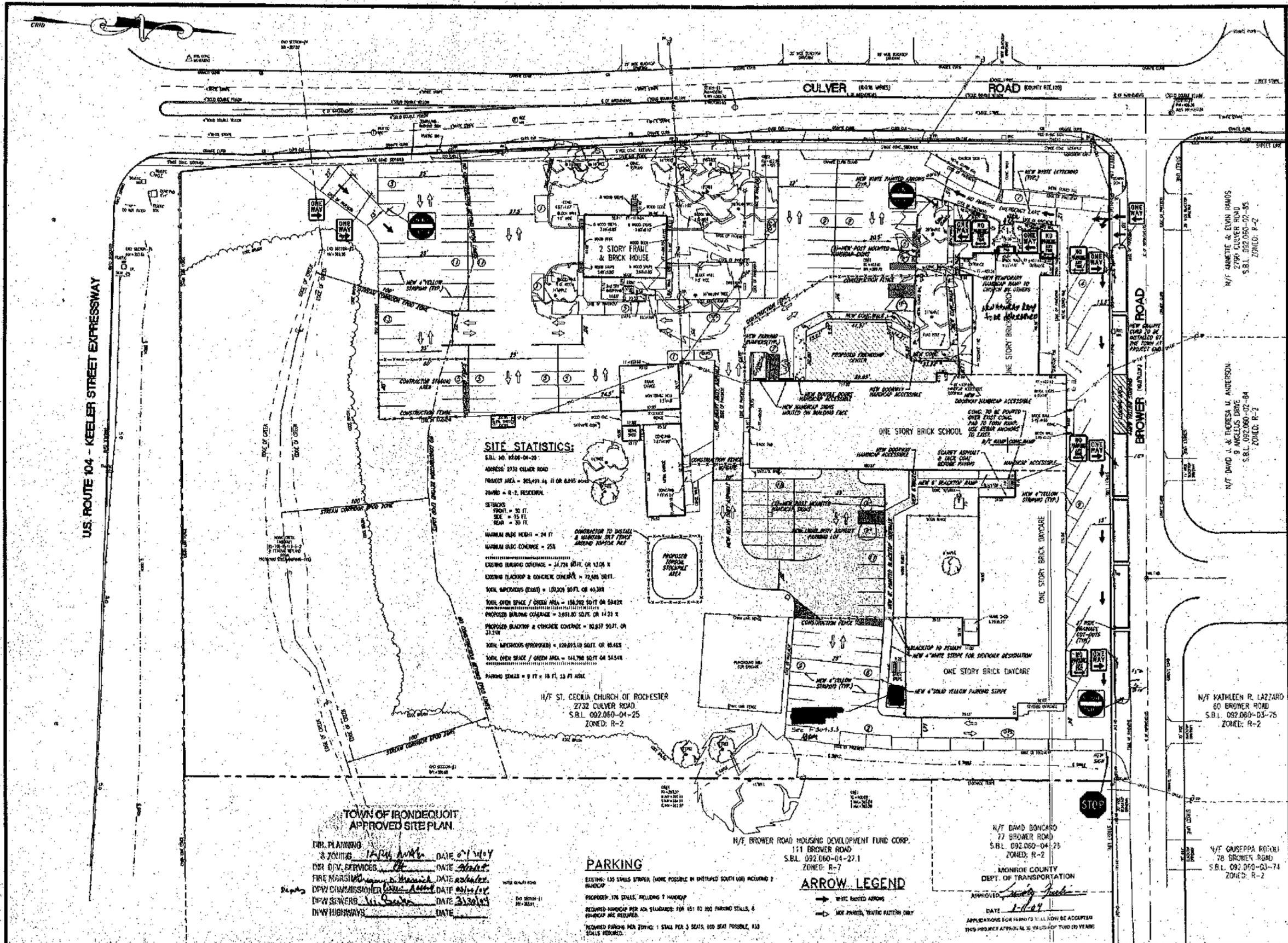
RECEIVED
MAR 05 2020
TOWN OF IRONDEQUOIT
PLANNING & ZONING



RECEIVED
MAR 05 2020
PLANNING DEPARTMENT



RECEIVED
MAR 05 2020
TOWN OF TROBESQUOIT
PLANNING & ZONING



SITE STATISTICS:
 S.B.L. NO. 092-06-01-25
 ADDRESS: 2732 CULVER ROAD
 PROJECT AREA = 305,491.24 SF OR 6.985 ACRES
 ZONED = R-2, RESIDENTIAL
 SETBACKS:
 FRONT = 30 FT.
 SIDE = 15 FT.
 REAR = 30 FT.
 MAXIMUM BUILD HEIGHT = 24 FT.
 MAXIMUM GROUND COVERAGE = 25%
 EXISTING BUILDING COVERAGE = 21.7% (80 FT. OR 13.0% X)
 EXISTING BLACKTOP & CONCRETE COVERAGE = 72,485 SQ. FT.
 TOTAL IMPERVIOUS (EXIST) = 150,249 SQ. FT. OR 40.3%
 TOTAL OPEN SPACE / GREEN AREA = 155,242 SQ. FT. OR 50.4%
 PROPOSED BUILDING COVERAGE = 2,851.50 SQ. FT. OR 14.2%
 PROPOSED BLACKTOP & CONCRETE COVERAGE = 10,817 SQ. FT. OR 3.5%
 TOTAL IMPERVIOUS (PROPOSED) = 161,066.50 SQ. FT. OR 52.4%
 TOTAL OPEN SPACE / GREEN AREA = 143,780 SQ. FT. OR 47.5%
 PARKING SPACES = 9 FT x 18 FT, 23 FT WIDE

N/F ST. CECILIA CHURCH OF ROCHESTER
 2732 CULVER ROAD
 S.B.L. 092.060-04-25
 ZONED: R-2

N/F BROWER ROAD HOUSING DEVELOPMENT FUND CORP.
 111 BROWER ROAD
 S.B.L. 092.060-04-27.1
 ZONED: R-7

N/F DAVID BONCARO
 77 BROWER ROAD
 S.B.L. 092.060-04-28
 ZONED: R-2

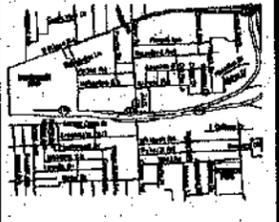
MONROE COUNTY
 DEPT. OF TRANSPORTATION
 APPROVED: [Signature]
 DATE: 1-1-04
 APPLICATIONS FOR PERMITS WILL NOW BE ACCEPTED
 THIS PROJECT APPROX. 14 TO 16 MONTHS

PARKING
 EXISTING: 130 SPACES (MORE POSSIBLE IN UNDEVELOPED SOUTH LOT) INCLUDING 2 HANDICAP
 PROPOSED: 176 SPACES, INCLUDING 7 HANDICAP
 REQUIRED HANDICAP PER ADA STANDARDS: FOR 151 TO 200 PARKING SPACES, 8 HANDICAP ARE REQUIRED.
 REQUIRED PARKING PER ZONING: 1 SPACE PER 3 SEATS, 100 SEAT POSSIBLE, 333 SPACES REQUIRED.

ARROW LEGEND
 → WHITE PAVED ARROWS
 → NEW PAVED, TRAFFIC PATTERN ONLY

TOWN OF IRONDEQUOIT
 APPROVED SITE PLAN

DPW PLANNING & ZONING: [Signature] DATE 01/10/04
 DPW CIV. SERVICES: [Signature] DATE 01/10/04
 FIRE MARSHAL: [Signature] DATE 01/10/04
 DPW CHIEF ENGINEER: [Signature] DATE 01/10/04
 DPW SUPERVISOR: [Signature] DATE 01/10/04
 DPW HIGHWAYS: [Signature] DATE 01/10/04



LOCATION SKETCH
 N.T.S.

DATE	REVISIONS	BY
1-1-04	ADD 2 SIGNS BY SIDEWALK ENTRANCE PER WOOD	DL
2-5-04	REVISE REAR DRIVE	DL
1-14-04	REVISE CONSTRUCTION PNC	D.L.
1-14-04	ADD NEW 5' ESB BY ENTRANCE	D.L.
1-14-04	ADD DUMPSTER ENCLOSURE	D.L.



DRAWING ALTERATION
 THE ENGINEER & ARCHITECT SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION AND DATA FURNISHED TO THE ENGINEER & ARCHITECT BY THE CLIENT. THE ENGINEER & ARCHITECT SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION AND DATA FURNISHED TO THE CLIENT BY THE ENGINEER & ARCHITECT. THE ENGINEER & ARCHITECT SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION AND DATA FURNISHED TO THE CLIENT BY THE CLIENT.

McMahon LaRue
 Associates, P.C.
 Engineers/Surveyors
 800 Hudson Avenue
 Suite 2
 Rochester, NY 14627
 Phone: (585) 433-1040
 Fax: (585) 455-1062
 CLIENT:
 Rev. Kevin Mattiello Pastor
 2732 Culver Road
 Rochester, NY 14622

PROJECT:
 St. Cecilia's School Addition/Restoration Project
 Town of Irondequoit

DRAWING:
SITE PLAN
 TOWN LOT 06 AND 42
 TOWNSHIP 14 RANGE 7
 PHELPS AND GORHAM PURCHASE
 TOWN OF IRONDEQUOIT
 STATE OF NEW YORK

DESIGNED BY: LUL
 DRAWN BY: D.L.
 CHECKED BY: CHS
 S.B.L. #: 092-06-04-025
 PROJ. NO.: 1136-00
 DATE: DECEMBER 2003
 SCALE: 1"=30'
 SHEET 4 OF 9
 CAD FILE: 1136-00 SITE

EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD CALLING FOR A PUBLIC HEARING ON THE MATTER OF REZONING 2732 CULVER ROAD (ST. CECELIA CHURCH OF ROCHESTER) FROM R-2 RESIDENTIAL TO R-5 RESIDENTIAL

At the regular 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 17th day of March 2020, at 7:00 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, Parrone Engineering, acting as agent for Episcopal Senior Living Communities has submitted an application for rezoning a parcel of land located at 2732 Culver Road (St. Cecelia Church of Rochester) from R-2 Residential to R-5 Residential (the "Application"), and

WHEREAS, Town board accepts the Application for review and consideration; and

WHEREAS, the Application has been referred to the Town Planning Board and the Monroe County Planning Department for review and comment pursuant to the requirements of New York Town Law and New York General Municipal Law.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby schedules a public hearing on this matter on **April 21, 2020 at 7:35 p.m.**

This resolution shall take effect immediately upon its adoption.

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 | Freeman | voting | _____ |
| Town Board Member | Romeo | voting | _____ |
| Town Supervisor | Seeley | voting | _____ |

EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD APPROVING REVISED BUILDING, FIRE MARSHAL AND PLANNING AND ZONING FEE SCHEDULES IN THE DEPARTMENT OF COMMUNITY DEVELOPMENT

At the regular 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 17th day of March 2020, at 7:00 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 Director of Community Development (“the Director), has reviewed the existing permits and fee schedules associated with the building permits, fire marshal permits and planning and zoning applications; and

WHEREAS, pursuant to § 1-18 of the Town Code of the Town of Irondequoit, the Director may, in the performance of her duty under all Town ordinances and local laws, establish various fee schedules or charges subject to Town Board approval; and

WHEREAS, the changes and additions fees reflect changes to the administration of small-cell telecommunications applications and fees; and

WHEREAS, the amended fees include minor adjustments and additions to the current fee schedules to improve clarity and efficiency; and

WHEREAS, it has been determined that the associated fees outlined in Appendix A are necessary and will ensure consistency across applications.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby approves the proposed permit lists and associated fee schedules attached hereto as Appendix A to go into effect beginning on April 1, 2020.

This resolution shall take effect April 1, 2020.

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

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

Irondequoit Building Permit Fee Schedule

Residential Construction		<i>1 & 2 Family</i>
Permit	Rates	Notes
Application Fee	\$50.00	
All Habitable Space (Addition)	\$0.20/SF	
Foundation	\$0.10/SF	
Garage, Porch, Breezeway	\$125.00	<i>Includes App Fee & C of C</i>
Waterproofing	\$125.00	<i>Includes App Fee & C of C</i>
New Construction Recreation Fee	\$1,000.00	<i>Per unit</i>
Certificate of Occupancy	\$50.00	
Certificate of Compliance	\$50.00	
Electrical Permit	\$50.00	<i>Includes App Fee & C of C</i>
Remodel (Interior)	\$0.20/SF	
Interior Chair Lift/Elevator	\$50.00	<i>Includes App Fee & C of C</i>
Auxiliary Structures		
Fence, Shed, Gazebo, Pergola, Balcony, Roof, Greenhouse, Solar, Carport, Ramp, Dock, Boat Hoist, Etc.	\$50.00 Each	<i>Includes App Fee & C of C</i>
Deck & Entry Stairs	\$75.00	<i>Includes App Fee & C of C</i>
Above Ground Pool, Hot Tubs, Ponds (24" depth and higher)	\$50.00	<i>Includes App Fee & C of C</i>
In Ground Pool	\$75.00	<i>Includes App Fee & C of C</i>
Retaining Walls	\$75.00 + Engineering Fees	<i>Includes App Fee & C of C</i>
Radio & Television Towers, Antennas, Satellite	\$100.00	<i>Includes App Fee & C of C</i>
Professional Sign (R-6 Only)	\$50.00	<i>Includes App Fee & C of C</i>
Plumbing		
Application Fee	\$50.00	
Per Fixture	\$5.00	
Lateral Storm or Sanitary up to 4"	\$50.00 + \$5.00 Each Additional Inch	
Water Service	\$125.00	<i>Includes App Fee & C of C</i>
Sewer Connection Town & County	\$850.00	<i>Includes App Fee & C of C</i>
Sewer District Extension Fee	\$100.00	
Sewage Ejector/Grinder	\$75.00	
Private Catch Basin/ Dry Well	\$50.00	
Water Heater/Garbage Disposal	\$50.00	<i>Per Unit - Includes App Fee & C of C</i>
Irrigation System	\$50.00	
Fill in and remove Septic	\$50.00	<i>Includes App Fee & C of C</i>
Installation of Septic System	\$50.00	<i>Includes App Fee & C of C</i>
Sump Pump	\$50.00	<i>Includes App Fee & C of C</i>
Demolition		
Residential Structure up to 2,000 SF	\$150.00	
Residential Structure over 2,000 SF	\$300.00	
Interior Demo	\$75.00	
In Ground Pool, Detached Garage	\$50.00	<i>Includes App Fee & C of C</i>
Auxiliary Structures, Deck (No Replacement)	\$25.00	<i>No Deposit Required, Includes App Fee & C of C</i>
Lot Clean-up Security Deposit	\$500.00	

Irondequoit Building Permit Fee Schedule

Miscellaneous		
As-built A/E Report Review	\$50.00	
As-built Inspection Fee	25% of permit fee (\$250 max)	<i>\$25.00 Minimum, \$250 Maximum</i>
Removal of "Stop Work Order"	\$100.00	
Removal of Posted Property	\$100.00	

Irondequoit Building Permit Fee Schedule

Commercial & Multi Family Construction (Three or more)		
Permit	Rates	Notes
Application Fee	\$100.00	
Renovation/New Construction	\$0.25/SF	
Foundation	\$0.25/SF	
Change in Occupancy <3000 SF / Use	\$250.00	
Change in Occupancy >3000 SF / Use	\$250.00 + 0.17/SF	
Large Project Surcharge	Project Cost X \$0.05	<i>For labor & materials \$500,000 and over</i>
Certificate of Occupancy	\$150.00	<i>Temporary & conditional same fee</i>
Certificate of Compliance	\$100.00	
New Dwelling Recreation Fee	\$750.00	<i>Per dwelling unit</i>
Electrical Permit	\$100.00	<i>Includes App Fee & C of C</i>
Auxiliary Structures		
Fence, Dumpster Enclosure, Shed, Gazebo, Pergola, entry stairs, Roof, Greenhouse, Solar Panel, Carport, Pond (24" depth or higher), Docks, Etc.	\$100.00	<i>Includes App Fee & C of C</i>
Deck, Ramp	\$125.00	
Swimming Pool	\$250.00	
Temporary Construction or Site Trailer	\$50.00	<i>Per Trailer - Includes App Fee & C of C</i>
Multi-Level Parking Structure	\$75.00/Parking Space	
Retaining Walls	\$150.00 + Engineering Fees	<i>Includes App Fee & C of C</i>
Elevator	\$150.00	<i>Per Unit - Includes App Fee & C of C</i>
Plumbing		
Application Fee	\$100.00	
Per Fixture	\$10.00	
Lateral Storm or Sanitary up to 4"	\$100.00 + \$5.00 Each Additional Inch	
Water Service	\$150.00	<i>Includes App Fee</i>
Sewage Ejector/Grinder	\$75.00	
Water Heater	\$75.00	<i>Includes App Fee & C of C</i>
Kitchen Garbage Disposal, Dishwasher	\$75.00	
Irrigation System	\$100.00	
Sewer Connections:		
Commercial Town & County	\$1,450.00	<i>Includes App Fee & C of C</i>
Multi-Unit Dwelling	\$1,000.00	
Apartment Entry Fee	\$1200.00 / 6" Lateral	
Sewer District Extension Fee	\$150.00	
Grease Trap & Oil Separator	\$75.00	
Demolition		
Commercial <5,000 SF	\$250.00	

Irondequoit Building Permit Fee Schedule

Commercial 5,000-20,000 SF	\$600.00	
Commercial >20,000 SF	\$0.03/ SF	
Lot Clean-up Security Deposit	\$1,000.00	
Miscellaneous		
As-built A/E Report Review (Missed Inspection)	\$100.00	
As-built Inspection Fee	25% of permit fee (\$500 max)	<i>\$25.00 Minimum, \$500 Maximum</i>
Removal of "Stop Work Order"/ Posted Property	\$200.00	

Irondequoit Building Permit Fee Schedule

Telecommunications		
Permit	Rates	Notes
Standard Wireless Facility Tower	\$2,000.00	
Standard Wireless Antenna (new or replace)	\$300.00	<i>Per antenna</i>
Radios & Radio Control Heads	\$300.00	<i>Up to 6</i>
All Accessory Structures Related	\$300.00	
Small Cell Wireless Facility	\$100.00	<i>Per location</i>
Signs		
Commercial up to 15 SF	\$50.00	<i>Includes App Fee & C of C</i>
Commercial 15 to 30 SF	\$75.00	<i>Includes App Fee & C of C</i>
Commercial 30 to 50 SF	\$100.00	<i>Includes App Fee & C of C</i>
Commercial 50 SF or more	\$2.00/ SF	<i>Includes App Fee & C of C</i>
Temporary "Special Event" (2 Weeks)	\$25.00/ Event	<i>Includes App Fee & C of C</i>
Subdivision and Development Signage	\$85.00	
Miscellaneous		
Rental Registry	<i>2-Year Renewal</i>	
First Property	\$200.00	<i>Add \$50 per unit within property</i>
Subsequent Property	\$50.00	<i>Add \$50 per unit within property</i>
Vacant Registry	\$100.00	<i>One time charge</i>
Administrative Review & Inspection Fees		
Review of Altered Plans	\$100.00	
Home Occupation	\$50.00	
Permit Extension	\$25.00	
Courtesy Inspection	\$25.00	
Reinspection of Failed Inspection	\$25.00	<i>After 2nd failure</i>
Plumbing		
Sanitary Pump Station for New Subdivision	\$8,500.00	
Construction of Pump Station	\$50.00	
Capital Reserve Fee	\$10.00	
Interior Plumbing Transfer (Septic to Sewer)	\$50.00	
Sewer Main Inspection	\$350.00	
Copies (Per Page)		
Letter or Legal Size (8.5 x 11, 8.5 x 14)	\$0.25	
Ledger Size (11 x 17)	\$1.00	
Plotter Size (Black & White)	\$10.00	
Plotter Size (Color)	\$20.00	

Fire Marshal Annual Operating Permit Fees

YEAR 2020

Fee Schedule	Base Permit Fee	Aggregate Fee	Inspection After-Hours Fee	Special Instructions	Hazard Category
Covered Malls over 50,000 Sq Ft (IFC Section 403.11)	\$430.00				U
Exhibits & Tradeshows	\$60.00		\$120.00	Minimum 2 inspections per show	U
C Tents & Membrane Structures (IFC Chapter 31)	See: Construction Permits			Temporary Use (less 180 Days)	U
Cutting & Welding (IFC Chapter 31)	\$60.00	\$20.00		Motor Vehicle Repairs - Annual	H
C Hot Works (Temporary use) (IFC Chapter 33)	\$30.00	Per month		Construction / Demolition Sites - Per month	H
C Temporary Fueling Systems (IFC Section 2306)	\$35.00	Per System		Skid Tanks, Heating Devices	H
Public Assembly / > 50 persons					O
50 - 500 Persons	\$120.00				O
> 500 Persons	\$180.00				O
C Explosives / Fireworks (IFC Chapter 56)	\$240.00		\$160.00	coordinate other agncy needs (fire/police)	H
Compressed Gas- (IFC Chapter 53)	\$60.00	\$20.00		Oxygen, Acetylene, Helium, etc.	H
CO2 - Systems (IFC Section 915 & 5307)	\$60.00	\$20.00		Liquified Carbon Dioxide Beverage Systems	H
LPG (Liquified Propane Gas) (IFC Chapter 61)	\$60.00	\$20.00		Storage / Refill / Exchange	H
C Fumigations & Thermal Insecticides (IFC Chapter 26)	See: Construction Permits			Construction Permit Fee	H
Hazardous Materials- Per Part 1203 (g) (IFC Chapter 50)	\$120.00	\$20.00			H
Battery Systems (IFC Section 608)	\$120.00	\$20.00		Electrolyte capacity >50 gallons	H
Spraying and Dipping Operations (IFC Chapter 24)	\$120.00	\$20.00		Per Booth / Operation	H
Flam. / Comb. Fuel-Dispensing (IFC Chapter 23 & 57)	\$120.00			Primary Operation	H
UST / AST - Tanks (IFC Chapter 23 & 57)		\$50.00		Per Under / Above ground storage tank	H
Dispensing Units (IFC Chapter 23 & 57)		\$10.00		Per Dispensing Hose	H
Fire Protection System					FP
Fire Alarm System (monitored) (IFC Section 907)	\$120.00	\$20.00			FP
Type I Hood (IFC Section 609 & 904)	\$120.00	\$20.00		Commercial Cooking Appliances	FP
Canopy - Fuel Service (2017 Supplement)	\$120.00	\$20.00		Section 101.2.6.4.1	FP
Fire Sprinkler System (IFC Section 902)	\$120.00	\$20.00		Per Riser / FDC	FP
Fire Standpipe System (IFC Section 902)	\$120.00	\$20.00		Per Riser / FDC	FP
Private Fire Hydrant(s) (IFC Section 507)	\$60.00	\$20.00		Fire Service: Water Mains & Hydrants	FP
Fire Pump (IFC Section 913)	\$60.00	\$20.00		Per System	FP
Pre-Action Systems (fire Sprinkler) (IFC Section 904)		\$20.00		Per System	FP
Clean Agent Systems (Fire Suppression)		\$20.00		Per System	FP
Emergency Standby Generators (IFC Section 604)	\$60.00	\$20.00		Powering fire / life safety device (commercal)	FP
*Multiple Residency Group > 3 family Complex(s)	\$120.00	\$40.00		Aggregate Fee + 1/3 fee per building	O

* Multiple Residential Occupancy Multiple Residential (R-2 Occupancies) Operating Permits are billed annually at 1/3 the calculated fee. Inspections are required once every 3 years

PROFESSIONAL SERVICES

Qualified - Certified - Licensed / issued annually

\$25.00

\$10.00

Where Code calls for qualified persons / contractor per AHJ

* - Permit may have additional permits and fees added for compliance with other related conditions / actions.

C - Special Operation where permit is issued as a Fire Marshal Permit under the Construction Permit category.

Fire Marshal Permit Fees

YEAR 2020

PERMIT TYPE	Base Permit Fee	EXAMPLES, including but not limited to:	FM-Permit type suffix
CONSTRUCTION / PERMIT FEES			
Construction Permits are required for: Installation, Alteration, Repairs, Extension, and Removal of the following:			
Fire Alarm (IFC Section 907)	\$120.00	Each System / NYS Licensed Installer (see: extended Project Inspection Fee)	FMFA
Fire Sprinkler (IFC Section 903)	\$120.00	Separate Permit Application: Per Riser or FDC	FMFS
Fire Water Systems	\$120.00	Private Water Mains, Fire Hydrants, Per Fire Pump, Per Standpipe Riser	FMFWS
Hood Exhaust Systems / Type I & Type II Hood	\$120.00	Mechanical : Installation, Alteration or Repair	FMHES
Fire Suppression Systems	\$120.00	Type I Hoods, Canopy Systems, Specialized Suppression Systems	FMFSS
Decorative Appliances	\$60.00	Solid & Gas Fuel Appliances; free standing, inserts, replacements	FMDA
Chimney Repairs	\$120.00	Changing Fuel, Fire Damage Repair, Reliner	FMCR
Generators - Commercial	\$80.00	Standby & Emergency Powering fire life safety device (fixed)	FMGC
Generators - Residential	\$60.00	Standby electric power systems (fixed)	FMGR
Egress Windows	\$120.00	Emergency Escape and Rescue Windows installation	FMEW
* Petroleum Storage Tanks (UST & AST)	\$120.00	* Plus, \$50.00 per Tank (add or Removal - Tanks => 500 gallons)	FMPST
Carbon Dioxide Systems	\$120.00	Liquified Carbon Dioxide Beverage Systems	FMCDS
Liquified Propane Gas (Propane) (IFC Chapter 61)	\$120.00	Propane: Storage / Refill / Exchange	FMLPG
Compressed Gas	\$120.00	Storage / Handling / Use - Compressed Gas Products / Systems	FMCG
* Tents (IFC Chapter 31)	\$120.00	Tents, Canopies, Membrane Structures > 400 sq ft (20' x 20')	FMT
Heat Applied Roofing (IFC Section 3317)	\$120.00	Any Installation, Repairs, or Roof Treatment where heat is applied	FMHAR
Fumigations (IFC Chapter 26)	\$120.00	Chemical or Thermal Insecticides Applications	FMF
Remove Fire Protection Systems / Equipment	\$120.00	Prior to any removal of any Fire Protection System / Equipment	FMFRPSE
* Miscellaneous -	Calculate	* Temporary Fueling operations; Fireworks; other single use/event	FMM
Truss Identification (building placard)	\$50.00	Per: Title 19 NYCRR, Part 1264, plus any other permit(s) and fee(s)	FMTI
* Special Event Inspections (Public Events & Gatherings)	\$60.00	*Additional Fee, \$120.00 for after hours, applied each day	FMSEI
* Large Crowd Manager	Calculate	Singular Public event/crowd over 1000 requiring Fire Marshal attendance	FMLCM
Fire Safety Inspection	\$40.00	Home Occupation without construction	FMFSI
Emergency Responder Radio Coverage (IFC Section 510)	\$60.00	Approved radio coverage for Emergency Responders (See Procedure)	FMERRC
* Fire Life Safety Inspection		\$0.17 per Square Foot for 3,000 SF and above / No Fee under 3,000 SF	FMFLSI
Re-Inspection Fee	\$60.00	For a reinspection of same category/system/condition, after 2 prior failures	FMRIF
* Tagged Appliances (Appliances, Systems, Equipment)	\$40.00	Plus Any Additional Fees: hours work @ \$75. per hour: Additional cost incurred for: Special Services; Engineering; Contractors, labor & materials; Etc.,	FMTA
* Posted Properties (Structures, Portions thereof)	\$100.00		FMPP
* Orders Issued (Stop Work, Etc.)	\$100.00		FMOI
* Extended Project Inspection Fee	\$60.00	For each C of C required for a Fire Protection System beyond the original	
* Extended Project Review Fee	\$60.00	For each hour or portions of, beyond a basic 2 hour review	

Irondequoit Planning & Zoning Application Fee Schedule

Zoning Board of Appeals Fees:	
Residential Area Variance	\$ 100
Additional Residential Area Variance (each)	\$ 50
Non- Residential/Multi-Family Area Variance	\$ 200
Additional Non-Residential/Multi-Family Area Variance (each)	\$ 100
Special Use Permits	\$ 100
Residential District Use Variance	\$ 250
Non-Residential/Multi-Family Use Variance	\$ 500
As-Built Application Inspection	\$ 100
Appeal of Zoning Interpretation (Residential)	\$ 100
Appeal of Zoning Interpretation (Non-Residential/Multi-Family)	\$ 200
Planning Board Application Fees:	
Sketch Plan / Concept Review	\$ 200
Town Engineer Review Deposit	\$ 250
Preliminary / Final Site Plan (under 1 acre)	\$ 350
Preliminary / Final Site Plan (1 acre or more)	\$ 500
Revised Site Plan	\$ 250
Residential Subdivision (per lot)	\$ 100
Planning Board Review: Signage, Fence, Façade (per review)	\$ 100
Planning Board EPOD Reviews	\$ 350
Approval Extension Request	\$ 100
Small Cell Wireless Facility (per location)	\$ 100
As-Built Application Inspection	\$ 350

Irondequoit Planning & Zoning Application Fee Schedule

Town Board Application Fees:	
Special Use Permits	\$ 350
Re-Zoning Applications	\$ 1,750
Approval Extension Request	\$ 100
Administrative Reviews and Approvals:	
Administrative Suidivision and/or Re-Subdivision Reviews	\$ 100
EPOD Administrative Review	\$ 50
Flood Zone Certificates	\$ 150
Floodplain Permit (3rd party inspection/verification required)	\$ 25
Zoning Compliance Letter (1 and 2 Family Residence)	\$ 50
Zoning Compliance Letter (Multi-Family and Non-residential)	\$ 150
Miscellaneous Fees:	
Plotter sized copies (black & white)	\$ 10
Plotter sized copies (color)	\$ 20
Application copies, per page (black & white)	\$ 0
Application copies, per page (copies)	\$ 1

EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD AFFIRMING APPOINTMENTS TO HISTORIC PRESERVATION COMMISSION

At the regular 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 17th day of March 2020, at 7:00 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

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

WHEREAS, the Irondequoit Historic Preservation Commission (“the Commission) serves the Town and oversees the roles and responsibilities set forth in Chapter 236 of the Town of Irondequoit Town Code; and

WHEREAS, the Town Board of the Town of Irondequoit desires to affirm that the Commission’s members are in good standing and will serve terms through the end of this year; and

WHEREAS, the Commission has consisted of the Town Historian and the following appointed members: Christopher Brandt; Judy Bullene; Bruce Dumbauld; Mark Johns; Tom Knauf; and Greg Walther (collectively, the “Commission Membership”).

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Irondequoit hereby affirms, and to the extent necessary reappoints, the Commission Membership through December 31, 2020.

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	Aye_____
Town Board Member	Peticone	voting	Aye_____
Town Board Member	Freeman	voting	Aye_____
Town Board Member	Romeo	voting	Aye_____
Town Supervisor	Seeley	voting	Aye_____

**EXTRACT OF MINUTES OF MEETING OF TOWN BOARD ADOPTING A
RESOLUTION AUTHORIZING 2019 INTER-FUND CLOSING TRANSFERS TO
APPROPRIATE FUNDING TO THE SELF INSURANCE FUND**

At a regular 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 17th day of March, 2020 at 7:00 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 received the summary of recommended 2019 inter-fund transfers, a copy of which is attached hereto as **Exhibit A** and made a part hereof, to appropriate funding for the Self Insurance Fund; and

WHEREAS, the transactions are necessary prior to closing the 2019 operating budget accounts.

NOW, THEREFORE BE IT RESOLVED, that the Town Board approves the 2019 inter-fund transfers as stated on **Exhibit A**, which is attached hereto and made a part hereof, to appropriate funding for the Self Insurance Fund.

This resolution shall take effect immediately upon its adoption.

Seconded by Town Board Member _____ and duly put 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

Department	Fund	Account	Account Group	Transfer From	Transfer To	Dept. Total Positive (from)	Dept. Total Negative (to)	Dept Total Net Final
Interfund Transfers								
General Fund	001	9902	9	10,000				
Library Fund	005	9902	9	0				
Highway I Fund	021	9902	9	13,000				
Highway 3 Fund	023	9902	9	75,000				
Sewer Fund	031	9902	9	30,600				
Storm Drainage Fund	038	9902	9	0				
Self Insurance Fund	201	0201	5		128,600			
Interfund Transfer Totals						128,600	128,600	0

Closing Budget Adjustments to facilitate Inter-fund
Transfers to Appropriate Funding to
Self Insurance Fund

Department	Fund	Account	Account Group	Transfer From	Transfer To	Dept. Total Positive (from)	Dept. Total Negative (to)	Dept Total Net Final
General Fund-Tree Program								
Salaries & Wages	001	8520	1					
Equipment			2					
Supplies & services			4					
Employee Fringe Benefits			8	10,000				
Transfer To Self Insurance Fund (Wk Comp)			9		10,000			
						<u>10,000</u>	<u>10,000</u>	<u>0</u>
Highway Maintenance								
"Item 1"	021	5110	1					
			2					
			4					
			8	13,000				
Transfer To Self Insurance Fund (Wk Comp)			9		13,000			
						<u>13,000</u>	<u>13,000</u>	<u>0</u>
Vehicle Maint								
"Item 3"	23	5130	1					
			2					
			4					
			8	75,000				
Transfer To Self Insurance Fund (Wk Comp)			9		75,000			
						<u>75,000</u>	<u>75,000</u>	<u>0</u>
Sewer Fund								
	31	8120	1					
			2					
			4					
			8	22,000				
Transfer To Self Insurance Fund (Wk Comp)			9		22,000			
						<u>22,000</u>	<u>22,000</u>	<u>0</u>
Sewer Fund								
	31	8121	1					
			2					
			4					
			8	6,600				
Transfer To Self Insurance Fund (Wk Comp)			9		6,600			
						<u>6,600</u>	<u>6,600</u>	<u>0</u>

Sewer Fund	31	8125	1					
			2					
			4					
			8	2,000				
Transfer To Self Insurance Fund (Wk Comp)			9		2,000			
						2,000	2,000	0
Storm Drainage Fund	038	8140	1					
			2					
			4					
			8					
Transfer To Self Insurance Fund (Wk Comp)			9					
						0	0	0



a town for a lifetime
IRONDEQUOIT *New York*

Memorandum

TO: Diana Marsh, Comptroller
FROM: Jason Vinette, Director of Personnel
DATE: January 31, 2020
RE: Workers Compensation Claim Reserves (2019)

Regarding the reserves for prior year outstanding Workers Compensation claims, below are the amounts that should be transferred to the Workers Compensation account from the 2019 operating budget. These amounts are based upon number of open claims that have reserves set on them exceeding \$5,000.

Fund and Account	Transfer
001.8560.8090	\$10,000
021.5110.8090	\$13,000
023.5130.8090	\$75,000
031.8120.8090	\$22,000
031.8121.8090	\$6,600
031.8125.8090	\$2,000

Please let me know if you have further questions.

Thank you.

XC: File

EXTRACT OF MINUTES OF MEETING OF TOWN BOARD ADOPTING A RESOLUTION AUTHORIZING A SERIES OF BALANCED APPROPRIATION TRANSFERS WITHIN SEVERAL FUNDS OF THE 2019 OPERATING BUDGET

At a regular 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 17th day of March, 2020 at 7:00 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 to the Town
----------------------------	----------------------

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

WHEREAS, The Town Board has received the attached summary of recommended appropriation transfers for 2019, a copy of which is attached hereto as **Exhibit A** and made a part hereof; and,

WHEREAS, the transactions are necessary prior to closing the 2019 operating budget accounts; and,

WHEREAS, the transactions are balanced within each operating fund.

NOW, THEREFORE BE IT RESOLVED, that the Town Board approves the series of appropriation transfers for the 2019 operating budget as summarized on **Exhibit A**.

This resolution shall take effect immediately upon its adoption.

Seconded by Town Board Member _____ and duly put 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

Exhibit A

**Closing Budget Amendments
2019 Budget**

**For Approval by Town Board
on 03/17/2020**

Department	Fund	Account	Account Group	Transfer From	Transfer To	Dept. Total Positive (from)	Dept. Total Negative (to)	Dept Total Net Final
General Fund								
Town Board								
Salaries & Wages	001	1010	1		5			
Equipment			2					
Supplies & services			4					
Employee Fringe Benefits			8	5				
						5	5	0
Supervisor								
Salaries & Wages	001	1220	1		702			
Equipment			2					
Supplies & services			4					
Employee Fringe Benefits			8	702				
						702	702	0
Comptroller								
Salaries & Wages	001	1315	1		16,435			
Equipment			2					
Supplies & services			4					
Employee Fringe Benefits			8	16,435				
						16,435	16,435	0
Auditor								
Supplies & services	001	1320	4					
						0	0	0
Attorney								
Salaries & Wages	001	1420	1					
Equipment			2					
Supplies & services			4	17,640				
Employee Fringe Benefits			8					
						17,640	0	17,640
Information Technology								
Salaries & Wages	001	1680	1	245				
Equipment			2					
Supplies & services			4					
Employee Fringe Benefits			8		245			
						245	245	0
Information TechnologyProjects								
Equipment	001	1681	2					
Supplies & services			4					
						0	0	0
Human Resources / Payroll								
Salaries & Wages	001	1430	1		945			
Equipment			2					
Supplies & services			4					
Employee Fringe Benefits			8	945				
						945	945	0

Exhibit A

**Closing Budget Amendments
2019 Budget**

**For Approval by Town Board
on 03/17/2020**

Department	Fund	Account	Account Group	Transfer From	Transfer To	Dept. Total Positive (from)	Dept. Total Negative (to)	Dept Total Net Final
Assessor								
Salaries & Wages	001	1355	1					
Equipment			2					
Supplies & services			4					
Employee Fringe Benefits			8	19,120				
						19,120	0	19,120
Town Clerk - general								
Salaries & Wages	001	1410	1					
Equipment			2					
Supplies & services			4					
Employee Fringe Benefits			8					
						0	0	0
Town Clerk - Tax Receiver								
Salaries & Wages	001	1330	1		13,695			
Equipment			2					
Supplies & services			4	2,695				
Employee Fringe Benefits			8	9,950				
						12,645	13,695	-1,050
Town Clerk Elections								
Supplies & services	001	1450	4					
						0	0	0
Town Clerk Record Mgt								
Equipment	001	1460	2					
Supplies & services			4					
						0	0	0
Courts								
Salaries & Wages	001	1110	1	4,000				
Equipment			2					
Supplies & services			4					
Employee Fringe Benefits			8					
						4,000	0	4,000
Police								
Salaries & Wages	001	3120	1		118,055			
Equipment			2					
Supplies & services			4	26,350				
Employee Fringe Benefits			8	136,115				
						162,465	118,055	44,410

Exhibit A

**Closing Budget Amendments
2019 Budget**

**For Approval by Town Board
on 03/17/2020**

Department	Fund	Account	Account Group	Transfer From	Transfer To	Dept. Total Positive (from)	Dept. Total Negative (to)	Dept Total Net Final
Police Animal Control								
Salaries & Wages	001	3510	1	380				
Equipment			2					
Supplies & services			4					
Employee Fringe Benefits			8					
						380	0	380
Community Development								
Fire Marshall	001	3410	1		5,870			
Equipment			2					
Supplies & services			4	5,415				
Employee Fringe Benefits			8	75				
						5,490	5,870	-380
Community Development								
Code Enforcement	001	3620	1		10,290			
Equipment			2					
Supplies & services			4					
Employee Fringe Benefits			8	10,290				
						10,290	10,290	0
Community Development								
Removal of Code Violations	001	3650	4			0	0	0
Community Development								
Zoning Board of Appeals	001	8010	1					
			2					
			4					
			8					
						0	0	0
Community Development								
Planning Staff	001	8020	1		7,815			
			2					
			4					
			8	7,815				
						7,815	7,815	0
Community Development								
Planning Board	001	8021	1	225				
			2					
			4		225			
			8					
						225	225	0
Community Development								
Environmental Control	001	8090	1					
			2					
			4					
			8					
						0	0	0

Exhibit A

**Closing Budget Amendments
2019 Budget**

**For Approval by Town Board
on 03/17/2020**

Department	Fund	Account	Account Group	Transfer From	Transfer To	Dept. Total Positive (from)	Dept. Total Negative (to)	Dept Total Net Final
Parks & Recreation	001	6772	1					
Programs for Aging			2					
			4	15,105				
			8					
						15,105	0	15,105
Parks & Recreation	001	6773	1	2,725				
Senior Nutrition Program			2					
			4		7,470			
			8		10,360			
						2,725	17,830	-15,105
Parks								
Salaries & Wages	001	7110	1					
Equipment			2					
Supplies & services			4	5,665				
Employee Fringe Benefits			8	16,185				
						21,850	0	21,850
Recreation								
Salaries & Wages	001	7140	1	25,525				
Equipment			2					
Supplies & services			4					
Employee Fringe Benefits			8	58,725				
						84,250	0	84,250
ICATV								
Salaries & Wages	001	7989	1					
Equipment			2					
Supplies & services			4					
Employee Fringe Benefits			8					
						0	0	0
Historian								
Salaries & Wages	001	7520	1					
Equipment			2					
Supplies & services			4		5,665			
Employee Fringe Benefits			8					
						0	5,665	-5,665
Street Lighting	001	5182	4		16,505	0	16,505	-16,505
Building Maintenance - Town Hall								
Salaries & Wages	001	1620	1					
Equipment			2					
Supplies & services			4					
Employee Fringe Benefits			8					
						0	0	0

Exhibit A

**Closing Budget Amendments
2019 Budget**

**For Approval by Town Board
on 03/17/2020**

Department	Fund	Account	Account Group	Transfer From	Transfer To	Dept. Total Positive (from)	Dept. Total Negative (to)	Dept Total Net Final
Building Maintenance - P S B								
Salaries & Wages	001	1621	1	7,880				
Equipment			2					
Supplies & services			4		2,545			
Employee Fringe Benefits			8		3,720			
						<u>7,880</u>	<u>6,265</u>	<u>1,615</u>
Public Works								
Administration	001	1490	1					
			2					
			4		3,500			
			8	3,500				
						<u>3,500</u>	<u>3,500</u>	<u>0</u>
Public Works								
Engineer	001	1440	4		2,765	0	2,765	-2,765
Public Works								
Engineer - Site Plan Rev	001	1441	4		185	0	185	-185
Public Works								
Operations Center	001	1640	1					
			2					
			4	7,810				
			8					
						<u>7,810</u>	<u>0</u>	<u>7,810</u>
Public Works								
Communications	001	1650	2		15,725			
			4		3,395			
						0	19,120	-19,120
Public Works								
Traffic Control	001	3310	1		2,030			
			2					
			4					
			8	2,030				
						<u>2,030</u>	<u>2,030</u>	<u>0</u>
Public Works								
Sidewalk Snow Plowing								
Salaries & Wages	001	5410	1		5,925			
Equipment			2		2,020			
Supplies & services			4		350			
Employee Fringe Benefits			8					
						0	8,295	-8,295

Exhibit A

**Closing Budget Amendments
2019 Budget**

**For Approval by Town Board
on 03/17/2020**

Department	Fund	Account	Account Group	Transfer From	Transfer To	Dept. Total Positive (from)	Dept. Total Negative (to)	Dept Total Net Final
Public Works								
Sidewalk Constr/Maint.	001	5411	1	10,275				
			2					
			4	11,910				
			8	2,615				
						24,800	0	24,800
Public Works								
Solid Waste Mgt.	001	8160	1					
			4					
			8					
						0	0	0
Public Works								
Tree Program	001	8560	1		14,420			
			2					
			4					
			8	14,420				
						14,420	14,420	0
Cemetery								
Salaries & Wages	001	8810	1					
Equipment			2	2,065				
Supplies & services			4					
Employee Fringe Benefits			8		2,065			
						2,065	2,065	0
Unallocated Expenses								
Insurance Premiums	001	1910	4		27,640			
Minicipal Assn. Dues	001	1920	4					
Judgement & claims	001	1930	4	10,000				
Safety-Unallocated	001	1938	4					
Purchase of Land	001	1940	2					
Purchase of Land	001	1940	4					
Taxes & Assessments	001	1950	4		1,615			
Property Appraisal	001	1989	4					
Contingent Account	001	1990	1					
Central Printing & Mailing	001	1670	2					
Central Printing & Mailing	001	1670	4			7,810		
Bond - Principal	001	9710	6			28,000		
Bond - Interest	001	9710	7			2,850		
BAN - Principal	001	9730	6	4,500				
BAN - Interest	001	9760	7					
Capital Lease Principal	001	9785	6			19,585		
Capital Lease Interest	001	9785	7	1,525				
Transfer To Capital Proj								
			9		100,435			
						16,025	187,935	-171,910

Exhibit A

**Closing Budget Amendments
2019 Budget**

**For Approval by Town Board
on 03/17/2020**

Department	Fund	Account	Account Group	Transfer From	Transfer To	Dept. Total Positive (from)	Dept. Total Negative (to)	Dept Total Net Final
Appropriation of Revenue								
Sales Tax	001	1120	0					
Building Inspection Fees	001	1560	0					
Insurance Recovery (fire)	001	2680	1987					
Mortgage Tax	001	3005	0					
NYS Grant (windstorm)	001	3089	0					
						0	0	0
Add'l. Appr. of Fund Balance - Gen Fd.						0	0	0
General Fund Total						460,862	460,862	0

Exhibit A

**Closing Budget Amendments
2019 Budget**

**For Approval by Town Board
on 03/17/2020**

Department	Fund	Account	Account Group	Transfer From	Transfer To	Dept. Total Positive (from)	Dept. Total Negative (to)	Dept Total Net Final
Library								
Salaries & Wages	005	7410	1					
Equipment			2		70			
Supplies & Services			4	70				
Employee Fringe Benefits			8					
Transfer To Self Insurance Fund (Wk Comp)			9					
						70	70	0
Serial Bond Interest	005	9710	7					
Capital Lease Principal	005	9785	6					
Interfund Transfers	005	5031	0					
Health Insurance	005	9060	8					
						0	0	0
Appr. of Fund Balance - Library								
						0	0	0
Library Fund Total						70	70	0
Highway Funds								
Highway Maintenance	021	5110	1		156,570			
"Item 1"			2		13,990			
			4	204,615				
			8					
						204,615	170,560	34,055
Insurance Premium	021	1910	4					
Judgement & Claims	021	1930	4					
Unemployment Ins.	021	9050	8					
Principal on Debt	021	9710	6		27,000			
Interest on Debt	021	9710	7		7,055			
Principal on BAN	021	9730	6	1,000				
Interest on BAN	021	9730	7		5,445			
Principal on Installmt Debt	021	9785	6	4,445				
Transfer To Self Insurance Fund (Wk Comp)			9					
						5,445	39,500	-34,055
Appropriation of Revenue								
Interfund Transfer	021	5031	0					
Service to Other Govts.	021	2304	0					
Service to Other Depts.	021	2302	0					
Fuel Chargeback	021	2300	0					
Iright of Way Permits	021	2585	0					
Sale of Equipment	021	2665	0					
State Aid CHIP	021	3501	0					
						0	0	0
Highway Item 1 Total						210,060	210,060	0

Exhibit A

**Closing Budget Amendments
2019 Budget**

For Approval by Town Board
on 03/17/2020

Department	Fund	Account	Account Group	Transfer From	Transfer To	Dept. Total Positive (from)	Dept. Total Negative (to)	Dept Total Net Final
Equip't Maintenance	023	5130	1		2,255			
"Item 3"			2					
			4	210				
			8	2,255				
						2,465	2,255	210
Principal on debt	023	9710	6		210			
Interest on debt		9710	7					
Capital Lease Principal		9785	6					
Capital Lease Interest		9785	7					
Principal on debt		9790	6					
Interest on debt		9790	7					
Transfer To Self Insurance Fund (Wk Comp)			9					
						0	210	-210
Appropriation of Revenue								
Charges to Other Depts	023	2302	0					
Interest Earned	023	2401	0					
Insurance Recovery (fire)	023	2680	1987					
Sale of Equipment	023	2665	0					
						0	0	0
Highway Item 3 Total						2,465	2,465	0
Winter & R O W Maint.	024	5140	1		4,215			
"Item 4"			2					
Roadside Maintenance			4		6,465			
			8	22,200				
						22,200	10,680	11,520
Winter & R O W Maint.	024	5142	1		17,165			
"Item 4"			2					
Town Roads			4	2,060				
			7					
			8	3,585				
						5,645	17,165	-11,520
Insurance Premium	024	1910	4					
Judgement & Claims	024	1930	4					
Transfer To Self Insurance Fund (Wk Comp)			9					
						0	0	0
Appropriation of Revenue								
State Snow Contract	024	2303	0					
County Snow Contract	024	2301	0					
Interest Earnings	024	2401	0					
Minor Sales - Salt	024	2655	0					
Sale of Equipment	024	2655	0					
						0	0	0
Highway Item 4 Total						27,845	27,845	0

Exhibit A

**Closing Budget Amendments
2019 Budget**

**For Approval by Town Board
on 03/17/2020**

Department	Fund	Account	Account Group	Transfer From	Transfer To	Dept. Total Positive (from)	Dept. Total Negative (to)	Dept Total Net Final
Appropriation of Fund Balance - Highway Funds								
Item 1								0
Item 3								0
Item 4								0
Total, Net Appropriation Required, account: 023-0022-0599								0
Consolidated Sewer District								
Administration								
Salaries & Wages	031	8110	1		4,240			
Equipment			2					
Supplies & Services			4					
Employee Fringe Benefits			8	4,240				
						4,240	4,240	0
Sewer Maintenance								
Salaries & Wages	031	8120	1		12,680			
Equipment			2		14,960			
Supplies & Services			4					
Employee Fringe Benefits			8	43,735				
						43,735	27,640	16,095
Sewer Service								
Salaries & Wages	031	8121	1	26,080				
Equipment			2					
Supplies & Services			4					
Employee Fringe Benefits			8					
						26,080	0	26,080
Sewer Pump Stations								
Salaries & Wages	031	8125	1	2,655				
Equipment			2					
Supplies & Services			4					
Employee Fringe Benefits			8					
						2,655	0	2,655
Insurance								
Judgement & Claims	031	1930	4		1,360			
Unemployment	031	9050	8					
Serial Bond Principal	031	9710	6		20,000			
Serial Bond Interest	031	9710	7		8,830			
BAN Principal	031	9730	6		18,150			
BAN Interest	031	9730	7					
Installment purch-principal	031	9785	6	3,510				
Installment purch-interest	031	9785	7					
Interfund Transfers	031	9950	9					
						3,510	48,340	-44,830
Transfer To Self Insurance Fund (Wk Comp)								0
Appropriation of Revenue								
Insurance Recovery (fire)	031	2680	1987					0
								0

Exhibit A

**Closing Budget Amendments
2019 Budget**

**For Approval by Town Board
on 03/17/2020**

Department	Fund	Account	Account Group	Transfer From	Transfer To	Dept. Total Positive (from)	Dept. Total Negative (to)	Dept Total Net Final
Add'l. Appr. of Fund Balance - Sewer Fd.						0	0	0
Consolidated Sewer District Total						80,220	80,220	0
Salaries & Wages	038	8140	1		145			
Equipment	038	8140	2					
Supplies & Services	038	8140	4	17,645				
Serial Bond Principal	038	9710	6		30,000			
Serial Bond Interest	038	9710	7		13,225			
Principal on BAN	038	9730	6					
Interest on BAN	038	9730	7					
Capital Lease Principal	038	9785	6	2,100				
Capital Lease Interest	038	9785	7					
Employee Fringe Benefits	038	8140	8	2,990				
Interfund Transfers	038	9950	9					
						<u>22,735</u>	<u>43,370</u>	<u>-20,635</u>
Appropriation of Revenue								
Insurance Recovery (fire)	038	2680	1987					
						<u>0</u>	<u>0</u>	<u>0</u>
Appropriation of Fund Bal.						20,635	0	20,635
Storm Drainage District Total						43,370	43,370	0
Rock Beach Sanitary Sewer District								
Principal on Bond	039	9710	6					
Interest on Bond		9710	7					
Appropriation of Fund Bal.						0599	0	
Rock Beach Sewer District Total						0	0	0
Sea Breeze Water District								
Insurance Premium	051	1910	4	7,495				
Personnel	051	8310	1		3,875			
Equipment	051	8310	2		147,560			
Supplies & Services	051	8310	4		130,535			
Employee Benefits	051	8310	8	5,130				
Purchase of Water	051	8320	4		54,645			
Capital Lease Principal	051	9785	6					
Capital Lease Interest	051	9785	7	5				
Appropriation of Revenue								
Water Sales	051	2140	0	116,390				
Unmetered Water Sales	051	2142	0	72,460				
Late Fees & Penalties	051	2148	0	15,620				
Appropriated Fund Bal.	051	0051	0	119,515				
Sea Breeze Water District Total						336,615	336,615	0

Exhibit A

**Closing Budget Amendments
2019 Budget**

For Approval by Town Board
on 03/17/2020

Department	Fund	Account	Account Group	Transfer From	Transfer To	Dept. Total Positive (from)	Dept. Total Negative (to)	Dept Total Net Final
Street Light Districts								
Burwell Rd.	071	5182	4		185			
Fund Balance Applied	071	0071		185				
Chestnut Hill	072	5182	4		2,050			
Fund Balance Applied	072	0072		2,050				
Culver Pkwy. No. 1	073	5182	4		760			
Fund Balance Applied	073	0073		760				
Culver Pkwy. No. 2	074	5182	4		860			
Fund Balance Applied	074	0074		860				
Fairview Cresc.	075	5182	4		310			
Fund Balance Applied	075	0075		310				
Fairview Rd.	076	5182	4					
Fund Balance Applied	076	0076						
Falstaff Rd.	077	5182	4					
Fund Balance Applied	077	0077						
N. Goodman Pk.	078	5182	4		3,785			
Fund Balance Applied	078	0078		3,785				
Harbor Hill	079	5182	4					
Fund Balance Applied	079	0079						
North Laurelton	080	5182	4		565			
Fund Balance Applied	080	0080		565				
Hurstbourne A	081	5182	4		885			
Fund Balance Applied	081	0081		885				
Hurstbourne B	082	5182	4		2,155			
Fund Balance Applied	082	0082		2,155				
Lake front	083	5182	4					
Fund Balance Applied	083	0083						
Laurelton no. 1	084	5182	4		645			
Fund Balance Applied	084	0084		645				
Laurelton no. 2	085	5182	4		855			
Fund Balance Applied	085	0085		855				
Laurelton no. 3	086	5182	4		90			
Fund Balance Applied	086	0086		90				
Maplehurst	087	5182	4		520			
Fund Balance Applied	087	0087		520				
Rawlinson Rd.	088	5182	4		20			
Fund Balance Applied	088	0088		20				
White City	089	5182	4					
Fund Balance Applied	089	0089						
Windsor Beach Park	090	5182	4		95			
Fund Balance Applied	090	0090		95				
Sea Breeze	091	5182	4		8,320			
Fund Balance Applied	091	0091		8,320				
Somershire Dr.	092	5182	4		5,910			
Fund Balance Applied	092	0092		5,910				
Spencer Rd.	093	5182	4		905			
Fund Balance Applied	093	0093		905				

Exhibit A

**Closing Budget Amendments
2019 Budget**

**For Approval by Town Board
on 03/17/2020**

Department	Fund	Account	Account Group	Transfer From	Transfer To	Dept. Total Positive (from)	Dept. Total Negative (to)	Dept Total Net Final
Strathmore Village	094	5182	4					
Fund Balance Applied	094	0094						
Summerville Terr.	095	5182	4		2,680			
Fund Balance Applied	095	0095		2,680				
Thomdyke Rd.	096	5182	4		1,095			
Fund Balance Applied	096	0096		1,095				
Washington Ave.	097	5182	4		20			
Fund Balance Applied	097	0097		20				
Thornton Rd.	098	5182	4					
Fund Balance Applied	098	0098						
Expendable Trust Funds								
Self Insurance Fund	201	0201	4		63,505			
Fund Balance Applied	201	0201		63,505				
Cemetery Perpetual Care	231	0231	4		10,815			
Fund Balance Applied	231	0231		10,815				
Special Recreation Fund	232	0232	4					
Fund Balance Applied	232	0232						
Oktoberfest-Capital Outlay	233	0233	2					
Oktoberfest-Supplies	233	0233	4		249,390			
Oktoberfest-Donations	233	2705	0	235,460				
Fund Balance Applied	233	0233		13,930				
Special Events	234	0234	4		86,140			
Special Events-Donations	234	2705	0	86,140				
Fund Balance Applied	234	0234						
Tree Program Grant	235	0235	4		9,326			
Fund Balance Applied	235	0235		9,326				
Vending Machines	242	0242	4		345			
Fund Balance Applied	242	0242		345				
Employee Recognition	243	0243	4		810			
Fund Balance Applied	243	0243		810				
Farmers Market	246	0246	4		8,315			
Farmers Market-Donations	246	2705	0	8,315				
Farmers Market-NYS Grant	246	3089	0					
Fund Balance Applied	246	0246						
Senior Endowment Fund	248	0248	4					
Fund Balance Applied	248	0248						
Invigorate Irondequoit	249	0249	4		725			
Invigorate Iron-Donations	249	2705	0					
Fund Balance Applied	249	0249		725				
Justice Fund-Capital Outlay	253	0253	2					
Justice Fund-Supplies	253	0253	4		2,100			
Jusric Fund-Treasury Rec	253	2705	0					
Fund Balance Applied	253	0253		2,100				
Community Education	255	0255	4		460			
Community Ed-Donations	255	2705	0	460				
Fund Balance Applied	255	0255						

EXTRACT OF MINUTES OF A MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION TO ENTER INTO A LETTER OF UNDERSTANDING BETWEEN THE IRONDEQUOIT POLICE DEPARTMENT AND THE WEST IRONDEQUOIT CENTRAL SCHOOL DISTRICT

At the regular 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 17th day of March 2020 at 7:00 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 West Irondequoit Central School District (“District”), in connection with its comprehensive school safety plan, wishes to enter into a letter of understanding with the Irondequoit Police Department (“IPD”) summarizing the relationship between the District and the IPD with respect to ensuring a safe school environment (“Letter of Understanding”); and

WHEREAS, the District and the IPD work cooperatively on matters pertaining to overall school safety and security and the IPD responds to the District’s facilities when summoned to handle security and safety issues requiring law enforcement involvement or a police presence; and

WHEREAS, the District investigates possible infractions of its Code of Conduct, and in some cases suspected violations of the Code of Conduct warrant IPD involvement and investigation; and

WHEREAS, the Letter of Understanding sets forth the procedure by which the District will notify IPD of suspected violations of its Code of Conduct warranting police involvement, and further provides that if a criminal investigation is required within a District school, IPD officers must follow normal police procedures when questioning individuals at school, and specifically in the case of students, notify such students’ parents/guardians as required. In addition, the Letter of Understanding provides that all searches conducted by IPD within the District’s schools and/or on school property must be done in accordance with applicable law; and

WHEREAS, the Chief of Police recommends entering into the Letter of Understanding, and the Town Board has determined that the Letter of Understanding is in the best interests of the Town, its residents, and the IPD.

NOW, THEREFORE BE IT RESOLVED, that the Town Board authorizes the Chief of Police to enter into the Letter of Understanding in substantially the form attached hereto and made a part hereof.

This resolution shall take effect immediately upon its adoption.

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	_____

Letter of Understanding

As required under New York Education Law § 2801-A, this letter of understanding is to summarize the ongoing relationship between the Irondequoit Police Department (IPD) and the West Irondequoit Central School District (District) with respect to ensuring a safe school environment. We believe that providing the best possible education for students in a safe school community is a shared responsibility that requires a commitment to collaboration, cooperation, and effective communication.

The District and IPD consult and work cooperatively on matters pertaining to overall school safety and security including: (1) participation by members of the IPD on the District and building-level teams responsible for the development and updating of the comprehensive District-Wide School Safety Plan and the individual Building-Level Emergency Response Plans; (2) collaboration, as needed, on threat assessments being carried out by District personnel; (3) collaboration, as needed, on security training for District staff; and (4) other activities as mutually identified. Additionally, in carrying out its regular public safety responsibilities, the IPD responds to the District's facilities when summoned by District administration or others to handle security and safety issues requiring law enforcement involvement or a police presence.

Investigations involving possible infractions of the District's Code of Conduct and the imposition of discipline thereunder are the sole responsibility of the District's administration. In the event that a suspected violation of the Code of Conduct is of a nature that warrants police involvement in addition to regular student discipline measures, the District will notify the IPD who will separately initiate its own investigation. If a matter necessitates a criminal investigation within a District school, IPD officers must follow normal police procedures when questioning individuals at school, and specifically in the case of students, notification of parents/guardians as required. In addition, all searches conducted by IPD within the District's schools and/or on school property must be done in accordance with applicable law.

IRONDEQUOIT POLICE
DEPARTMENT

WEST IRONDEQUOIT
CENTRAL SCHOOL DISTRICT

Richard V. Tantalo
Chief of Police

Aaron Johnson, Ed.D.
Superintendent of Schools

Date

Date

- Seeley 2/3

**EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD ADOPTING A
RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) 2020 VEHICLE TO BE
USED BY THE DEPARTMENT OF PARKS**

At the regular 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 17th day of March, 2020 at 7:00 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 for the Department of Parks to purchase one (1) new 2020 Ford F250 pickup truck with plow package; and

WHEREAS, the Town is authorized to purchase through state contracts pursuant to Irondequoit Town Code 51-5(B)(3) and New York State General Municipal Law §104; and

WHEREAS, Van Bortel Ford has been awarded the New York State OGS Mini-bid No. 4002; and

WHEREAS, the lowest responsible bid is \$28,891.04 by Van Bortel Ford; and

WHEREAS, funding is available in account # 001.7110.2130.0000.7142.

NOW, THEREFORE BE IT RESOLVED, that the Town Board approves a purchase order in the amount of \$28,891.04 with Van Bortel Ford for the purchase of one (1) new 2020 Ford F250 pickup truck.

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

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 LEASE OF THREE (3) 2020 VEHICLES TO BE USED BY THE DEPARTMENTS OF PUBLIC WORKS

At the regular 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 17th day of March 2020 at 7:00 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 for the Department of Public Works to lease two (2) new 2020 Chevy Silverado double cab pickup trucks, and one (1) new 2020 Chevy Silverado crew cab pickup truck; and

WHEREAS, at the end of the lease term, the Town will have the option to purchase the vehicles for \$1.00 per vehicle; and

WHEREAS, the Town is authorized to purchase through state contracts pursuant to Irondequoit Town Code 51-5(B)(3) and New York State General Municipal Law §104; and

WHEREAS, Hoselton Leasing Company, Inc. has been awarded the New York State OGS Mini-bid No.4065 and Mini-bid No. 4066; and

WHEREAS, the lowest responsible bid is \$71,467.10 (\$35,733.55 (\$657 per month for sixty months) per Silverado double cab pickup truck and \$37,289.60 (\$694per month for sixty months per Silverado crew cab pickup truck) by Hoselton Leasing Company, Inc.; and

WHEREAS, the term of these lease to own is sixty (60) months; and

WHEREAS, funds are available in account #'s 001.8560.4220; 021.511.4220, and 023.5130.4220; and.

NOW, THEREFORE BE IT RESOLVED, that the Town Board approves a purchase order in the amount of \$108,756,70 with Hoselton Leasing Company, Inc., for the lease of three (3) new 2020 Chevy Silverado pickup trucks.

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

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 SUPERVISOR TO ENTER INTO CONTRACTS FOR FIRE, SPRINKLER, BURGLAR, ALARM SYSTEM MONITORING AND HVAC PREVENTATIVE MAINTENANCE AT TOWN FACILITIES

At the regular 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 17th day of March 2020 at 7:00 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 of Irondequoit has previously contracted with Johnson Controls to provide fire, sprinkler, and burglar alarm system monitoring at Town Hall, Public Safety Building, Pinegrove Community Center, McAvoy Park, Cemetery Mausoleum and Garage, Public Works Garage and Evidence Room; and

WHEREAS, the Town of Irondequoit would like to add preventative maintenance at the Department of Public Works Operations Center for HVAC building controls: and

WHEREAS, the term of these contracts run from January 1, 2020 through December 31, 2022 with the exception of the HVAC building controls whose term is April 1, 2020 through March 31, 2023; and

WHEREAS, the Town is authorized to purchase through state contracts pursuant to Irondequoit Town Code 51-5(B)(3) and New York State General Municipal Law §104; and

WHEREAS, Johnson Controls has been awarded the New York State OGS Contract # PC68816 and PT68817; and

WHEREAS, the annual expense for these services is listed in Addenda “A”; and

WHEREAS, funds are available in the following accounts: 001.1620.4120 (Town Hall); 001.1621.4120 (Public Safety Bldg); 001.1623.4120 (Pinegrove Community Center); 001.7110.4253.0000.7147 (McAvoy Park); 001.8810.4120 (Cemetery Mausoleum and Garage); 001.1622.4120 (Library); 001.1640.4120 (Public Works).

NOW, THEREFORE BE IT RESOLVED, that the Town Board authorizes the Supervisor to enter into a contract with Johnson Controls to provide fire, sprinkler and burglar alarm system monitoring as well as preventative maintenance visits for HVAC building controls.

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

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 _____

Addenda "A"

SERVICE LOCATION	BUDGET ACCOUNT	ANNUAL SERVICES PROVIDED	Schedule	ANNUAL SERVICE COST	TOTAL ANNUAL EXPENSE	Contract Dates
Town Hall 1280 Titus Avenue Rochester, NY 14617	001.1620.4120	Service Agreement for Simplex 4010ES Monitoring	24/7	\$200.00	\$1,200.00	1/1/18 - 12/31/22
		Fire Alarm Basic Service for Simplex 4010ES Fire Alarm Panel	Quarterly	\$1,000.00		
Public Safety Building 1300 Titus Avenue Rochester, NY 14617	001.1621.4120	Fire Alarm System Service Agreement	Quarterly	\$400.00	\$1,000.00	1/1/19 - 12/31/22
		Test and Inspect	Annual	\$400.00		
		Alarm and Detection Monitoring	24/7	\$200.00		
Library 1290 Titus Avenue Rochester, NY 14617	001.1622.4120	Basic Fire Alarm Inspection (contract in process - not yet paid)	Quarterly	\$800.00	\$1,832.42	1/1/20 - 12/31/22
		Test and Inspect	Annual			
		Security System Monitoring* (only paid through 8/31/2020)	24/7	\$432.42		
		Sprinkler Basic Service Offer	Quarterly	\$600.00		
Pinegrove Community Center 154 Pinegrove Avenue Rochester, NY 14617	001.1623.4120	Fire Prevention Systems Service Agreement	Quarterly	\$886.00	\$1,786.00	1/1/18 - 12/31/22
		Test and Inspect	Annual	\$700.00		
		Fire Alarm Monitoring	Quarterly	\$200.00		
McAvoy Park 1615 Winton Road North Rochester, NY 14609	001.7110.4253.0000.7147	Fire & Burglar Alarm Monitoring	24/7	\$375.00	\$1,131.00	1/1/18 - 12/31/22
		Extinguisher & Hood Inspections	Quarterly	\$356.00		
		Fire Alarm Basic Service for Simplex 4010ES Fire Alarm Panel	Quarterly	\$400.00		
Cemetery Garage 3671 Culver Road Rochester, NY 14622	001.8810.4120	Fire Alarm Monitoring	24/7	\$375.00	\$775.00	1/1/18 - 12/31/22
		Fire Alarm Basic Service for Simplex 4010ES Fire Alarm Panel	Quarterly	\$400.00		
Department of Public Works 25 Kings Highway North Rochester, NY 14617	001.1640.4120	Fire Alarm Test and Inspection	Quarterly	\$675.00	\$1,050.00	1/1/18 - 12/31/22
		Fire Alarm Monitoring	24/7	\$375.00		
Public Works Facility 2629 E Ridge Rd Rochester, NY 14622	001.1640.4120	Fire Alarm/Security Test and Inspection	Annual	\$900.00	\$7,362.00	1/1/20 - 12/31/22
		Fire Alarm Monitoring	24/7			
		Sprinkler Basic Service	Quarterly	\$1,400.00		
		Backflow Preventer	Annual	\$100.00		
		Fire Pump	Annual	\$800.00		
		Hydrant Service	Annual	\$500.00		
		HVAC	Annual - year 1	\$3,662.00	\$7,472.00	4/1/20-3/31/23
		HVAC	Annual - year 2	\$3,772.00		
HVAC	Annual - year 3	\$3,886.00	\$7,586.00			

* **Library** - New contract for Security System Monitoring, after 8/31/2020, is being looked into. Waiting on Debbie Ranieri from Johnson Controls to get back to me to see what the annual service cost will be. She will send me current contract that I will forward to Ann to add to the resolution she is working on. The Library's Total Annual Expense shown on spreadsheet is using last year's Security System Monitoring Cost.

**EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD ADOPTING A
RESOLUTION AUTHORIZING THE SUPERVISOR TO ENTER INTO AGREEMENTS
WITH NEW YORK STATE DEPARTMENT OF TRANSPORTATION AND
AUTHORIZING AN INTERFUND LOAN**

At the regular 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 17th day of March, 2020 at 7:00 p.m. local time, there were:

PRESENT:

David Seeley

Patrina Freeman

John Perticone

Kimie Romeo

Peter Wehner

Town Supervisor

Town Board Member

Town Board Member

Town Board Member

Town Board Member

Harter Secrest & Emery LLP

Attorney for the Town

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

WHEREAS, it is necessary to enter into an agreement with New York State Department of Transportation regarding the State’s construction project, PIN 4404.19.321, NY-94 1B, to relocate certain utility poles on Empire Boulevard), from Culver Road to Helendale Road, Town of Irondequoit and City of Rochester, Monroe County (“Project”); and

WHEREAS, the Department of Transportation will reimburse the Town for its costs toward the Project, pursuant to: Section 10, Subdivision 24 of the Highway Law; a portion of the agreement entitled “Agreement in Connection with Cost of Relocating Municipally Owned Facilities Maintained for Public Use,” (Exhibit “A”) including Appendix “A”-Standard Clauses for New York State Contracts, Appendix “A-1” Supplemental Title VI Provisions (Civil Rights Act), and Appendix “B”-Requirements for Federally -Aided Transportation Projects; and

WHEREAS, an additional New York State Department of Transportation Utility Work Agreement (Exhibit “B”) authorizing the RG&E to replace approximately 24 LED street lights including the estimated relocation costs to be \$59,800 is included as well; and

WHEREAS, it is necessary to loan funds from General Fund Balance up to \$59,800 to account 001.5182.4120 until funds are reimbursed from NYSDOT; and

WHEREAS, the Town Board determines that the replacement of street lights is a Type II action pursuant to 6 NYCRR §617.5(a)(1) (maintenance or repair involving no substantial changes in

an existing structure or facility) and therefore no further review is needed pursuant to the New York State Environmental Quality Review Act (6NYCRR § 617.5(a)); and

NOW, THEREFORE BE IT RESOLVED, that the Town Board hereby authorizes the Supervisor to enter into Agreements with New York State Department of Transportation for the purposes stated herein; and

AND, THEREFORE, BE IT FURTHER RESOLVED, that the Town Board hereby approves the inter fund loan up to \$59,800 from General Fund to account 001.5182.4120; and

AND, THEREFORE, BE IT FURTHER RESOLVED, that the Town Board authorizes the Supervisor to execute any and all necessary documents to enter into necessary agreements with New York State Department of Transportation in such form as approved by the Attorney for the Town.

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

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

Appendix “A”

Appendix “A-1”

Appendix “B”

Exhibit "A"

Exhibit “B”

**AGREEMENT IN CONNECTION WITH COST OF RELOCATING
MUNICIPALLY OWNED FACILITIES MAINTAINED FOR PUBLIC USE
PIN 4404.19.321, NY-941B (Empire Blvd) Rehabilitation, from Culver Road to Helendale
Road, Town of Irondequoit, Monroe County, AGREEMENT No. _____
(SECTION 10, SUBDIVISION 24 OF THE HIGHWAY LAW)**

This agreement made this 28th day of February 2020 , by and between the People of the State of New York (hereinafter referred to as "State") acting by and through the Commissioner of Transportation (hereinafter referred to as "Commissioner") with the principal office at 50 Wolf Road in the City and County of Albany and State of New York, and the Town of Irondequoit, Ref. 9-A, a Municipal Corporation in the County of Monroe, State of New York (hereinafter referred to as "Municipality").

WITNESSETH:

WHEREAS, the Municipality is desirous of having the work of removal, relocation, replacement and reconstruction of such facilities performed, in accordance with the provisions of this agreement.

NOW, THEREFORE, in consideration of the mutual benefits moving to each of the parties hereto, and in pursuance of Subdivision 24 of Section 10 of the Highway Law, it is agreed as follows, viz:

1. Documents Forming This Agreement: The parties agree that the Agreement consists of the following:
 - a. Agreement: This document, entitled "Agreement in Connection with Cost of Relocating Municipally Owned Facilities Maintained for Public Use" (Section 10, Subdivision 24 of the Highway Law);
 - b. Appendix "A" – Standard Clauses for New York State Contracts;
 - c. Appendix "A-1" – Supplemental Title VI Provisions (Civil Rights Act);
 - d. Appendix "B" – Requirements for Federally-Aided Transportation Projects (if necessary);
 - e. Resolution(s) – duly adopted resolutions.

2. General Description of Work. Such work herein contemplated consists generally of relocation of approximately 24 lighting arms and associated luminaires and wiring on wooden utility poles owned by Rochester Gas and Electric Corporation, in connection with Construction Contract D264144

and other facilities in connection therewith as shown and described generally or particularly in the plans, estimates and specifications which provide; such plans, estimates and specifications having been heretofore submitted to and having been duly approved by the Municipality and Commissioner.

3. Time Schedule. Such work shall be undertaken and completed in accordance with a time schedule established by the State in conjunction with the Municipality. The Municipality

shall coordinate its activities with the State's construction contractor so as to avoid unnecessary delays. The Municipality agrees and understands that adherence to such time frames is essential to the orderly progression of the State highway project by the State's contractor. Delays to the project caused by the failure of the Municipality to adhere to the time schedule may result in damages to the State. Such damages may include actual liability by the State to its highway contractor which is measurable by a negotiated settlement or court award, and/or other ascertainable damages. In addition, there may be other damages suffered by the People of the State of New York using the highway Facilities and by the Department which are incapable of or are very difficult to accurately estimate, including but not limited to the inconvenience to the public of not being able to use the improved facility, and additional overhead, administrative and other personnel costs suffered by the Department in managing the delayed highway project.

In the event that the Municipality fails to relocate or adjust its Facilities in accordance with the aforementioned time schedule, the Municipality understands that, under the provisions of common law or any applicable statute, it may be responsible for the failure to relocate or adjust its Facilities in accordance with such agreed upon time frames. Where the Municipality is responsible for failure to relocate or adjust its Facilities in accordance with the agreed upon time frames, the Municipality shall be liable directly to the State's contractor for damages incurred as a result of delay in accordance with subdivision 3 of Section 11-102 of the General Obligations Law. In the event the State's contractor recovers directly from the State for damages incurred as a result of such delay, by a negotiated settlement, court award, and/or otherwise, the Municipality shall be liable to the State for such damages. In addition to damages described above, the Municipality, where it fails to move its Facilities in accordance with the schedule, shall also be liable for liquidated damages for costs incapable of or very difficult to accurately estimate. Such damages shall be assessed at \$1,000.00 per day. Delays caused by forces beyond the control of the Municipality and where the Municipality is under emergency status shall not be included in delays for which the Municipality is responsible under this paragraph.

4. Method of Performance of Work. Such work may be performed (a) by the employment of forces and the use of the equipment of the Municipality and by the use of any material on hand or necessary to be purchased by the Municipality or (b) when consent therefor is stated in writing by the State, by contract as provided in Section 103 of the General Municipal law, or if this method is deemed to be impracticable by the Municipality, or Commissioner, then, upon such written consent, by such other method or combination of methods as the Commissioner shall approve. The Utility Facilities shall be adjusted in accordance with this agreement, as directed by the State's Engineer in Charge, without causing delay to the State's Contractor, and before completion of the State's contract.

5. Reimbursement of Costs. Upon written notice from the Municipality to the Commissioner that such work has been completed, and upon final inspection thereof to the satisfaction of the State, or in case the Municipality finds it necessary to have partial reimbursement made intermediately between the start of such work of construction and the final inspection thereof by the State, the State shall reimburse the Municipality up to 90% of the costs of such work as such costs are disclosed by the said records thereof, and the balance of such reimbursement shall be made by the State upon final inspection of such work and the

acceptance thereof by the State, but in any event the State shall not be obligated for an estimated sum in excess of **\$59,800.00**, unless a Supplemental Agreement is made therefor. All items included by the Municipality in said record of costs shall be subject to final audit by the Commissioner, and the Commissioner reserves the right to reduce or to eliminate any of such items as (s)he may deem such action to be proper for the best interest of the State.

6. Releases. As a condition of and prior to payment by the State of the aforesaid reimbursement, the Municipality shall furnish to the State, in a form acceptable to the Commissioner:

(a) a release forever discharging the State from any and all claims, damage, or causes of action arising from or growing out of the acts or failures to act of the Municipality, its agents, employees, contractors, subcontractors, or representatives under this Agreement; and

(b) a release of all claims arising from or growing out of any estate or interest in real property acquired for the purpose of the above captioned project.

7. Maintenance of Facilities. The Municipality covenants with the Commissioner that the maintenance of the Facilities as long as they shall be in use by the Municipality are and shall continue to be the sole and primary obligation of the Municipality.

8. Other Contracts Relative to Work. The Commissioner reserves the right to let other contracts in connection with such work. The Municipality shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate its work with theirs. Temporary structures, equipment or materials of the Municipality, its agents or contractors, shall be located where directed and if not so located they shall be moved when so directed.

9. Access To and Control of Work. The State shall have access to all phases of such work during its prosecution and to records pertaining thereto, including time records, payrolls, invoices, work orders, etc.

10. Unsatisfactory Work; Ambiguity of Plans. Should such work, or progress of same, at any time be unsatisfactory to the State, that fact will, without unnecessary delay, be brought to the attention of the Municipality which will take remedial action promptly. In the event the Commissioner determines that such remedial action is unsatisfactory or has not occurred within a reasonable period of time, (s)he may provide for completion of the work in such manner as (s)he deems necessary.

In case of any ambiguity in the plans, specifications, or maps, or between them, the matter must be immediately submitted to the State which shall adjust the same, and its decision in relation thereto shall be final and conclusive upon the parties.

11. Retention of Records. All records established by the Municipality pursuant to this agreement shall be maintained by the Municipality for a period of not less than six years after payment of the final voucher by the Federal Government to the State in connection with a Federal-aid project or the custody of such records shall be turned over to the Commissioner.

Such records shall be available for inspection by representatives of the State upon reasonable notice during regular business hours.

12. **Contract Clauses Required in Work.** In connection with any contract let by the Municipality for all or any part of such work, it is understood between the parties hereto that the contract shall comply with all applicable Federal, State and local laws, copies of the Federal and State required contract provisions appearing as Appendices A, A-1 and B (if applicable), attached hereto.

13. **Insurance.** Municipality shall procure and maintain, until the work covered by this Agreement has been completed to the satisfaction of the State and the Municipality, insurance for liability and damages imposed by law or otherwise of the kinds and in the amounts hereinafter provided, with insurance companies authorized to do such business in the State of New York, covering all work under this Agreement. Before commencing the work, the Municipality shall furnish to the State a certificate or certificates of insurance in a form satisfactory to the State showing that the Municipality or its contractor has complied with this Article, which certificates shall provide that the policies shall not be changed or cancelled until thirty (30) days written notice has been given to the State. The Municipality may elect to retain these risks. The kinds and amounts of insurance, subject to agreement that different coverage or higher limits shall apply, are as follows:

- (a.) **Commercial General Liability Insurance:** Each and every party performing work in connection with the PROJECT described herein shall be required to be insured under a policy of insurance. Municipality or its contractor shall maintain an occurrence form commercial general liability policy or policies insuring against liability arising from personal injury or death, advertising injury, liability insured under an insured contract (including the tort liability of another assumed in a business contract) occurring on or in any way related to the premises or occasioned by reason of the operations of the primary named insured. Such coverage shall be written on an ISO occurrence form (ISO Form CG 00 01 12 07 or a policy form providing equivalent coverage), including any excess liability insurance providing coverage in an amount of five million dollars (\$5,000,000.00) per occurrence and five million dollars (\$5,000,000.00) aggregate. Aggregate coverage must be secured on a per-project basis. This insurance must be endorsed to provide coverage to **“the Municipality, the Municipality, the State of New York/New York State Department of Transportation, any Municipality in which the event is conducted, and any governmental entity whose facilities are affected by the event, and any of their employees or agents working for or on the facility,”** using ISO Form CG 20 10 07 04 or a form that provides equivalent coverage.
- (b.) **Workers' Compensation and Disability Insurance and Employers' Liability Insurance.** As required by State Finance Law '142, any Contractor working on the PROJECT Municipality shall maintain in force workers' compensation insurance for all of the Contractor's employees. Contractors shall also maintain disability insurance as required by the Disability Benefits Law of the State of New

York. Municipality shall provide evidence of the required coverage or exemption where appropriate (usually Form C-105.2 and Form DB-120.1). Municipality may furnish proof of coverage under the Federal Employers Liability Act and similar statutes for the protection of employers for injuries to or death of employees engaged in the work.

- (c.) Automobile Insurance (applicable where automobiles or other vehicles will be used in relation to the event). Municipality or its Contractor(s) shall maintain a commercial or other automobile policy or policies insuring against liability for bodily injury, death, or damage to property and other mandatory coverages, relating to the use, operation, loading or unloading of any automobiles (including owned, hired and non-owned vehicles) on and around the project. Coverage shall be in an amount of not less than one million dollars (\$1,000,000.00), each accident.

14. Funds Available. It is understood by and between the parties hereto that this agreement shall be deemed executory only to the extent of the moneys available to the State and no liability on account thereof shall be incurred by the State beyond moneys available for the purposes hereof.

15. Assignment or Other Disposition of Contract. The Municipality agrees not to assign, transfer, convey, sublet or otherwise dispose of this contract or any part thereof, or of its right, title or interest therein, or its power to execute such contract to any person, company, or corporation without previous consent in writing of the Commissioner of Transportation.

16. Notices

1. All notices permitted or required hereunder shall be in writing and shall be transmitted either:
- (a) via certified or registered United States mail, return receipt requested;
 - (b) by facsimile transmission;
 - (c) by personal delivery;
 - (d) by expedited delivery service; or
 - (e) by e-mail.

Such notices shall be addressed as follows or to such different addresses as the parties may from time-to-time designate:

State of New York Department of Transportation

Name: Brian P. Till
Title: Regional Utilities Engineer
Address: 1530 Jefferson Road, Rochester, NY 14623
Facsimile Number: 585-272-7547
E-Mail Address: brian.till@dot.ny.gov

Municipality

Name: Town of Irondequoit

Representative: Robert Kiley

Title: Commissioner of Public Works

Address: 2629 East Ridge Road, Rochester, NY 14622

Facsimile Number:

E-Mail Address: RKiley@irondequoit.org

2. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

3. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

17. **Contract Payments.** Municipality shall provide complete and accurate billing invoices to the Agency in order to receive payment. Billing invoices submitted to the Agency must contain all information and supporting documentation required by the Contract, the Agency and the State Comptroller. Payment for invoices submitted by the Municipality shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Municipality shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index/htm, or by e-mail at epunit@osc.state.ny.us. Municipality acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

IN WITNESS WHEREOF, the State has caused this instrument to be signed by the said Commissioner of Transportation, and the Municipality has caused this instrument to be signed by its duly authorized officer.

This Agreement shall commence on February 28th, 2020, and shall expire 10 year(s) from that date unless a Supplemental Agreement is entered into extending the term of this Agreement.

Agreement Number:

Agency Certification - "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other copies of this contract."

Municipality _____

By: _____

STATE OF NEW YORK)
)ss:
COUNTY OF)

On this _____ day of _____, 20 __, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that he/she resides in _____, New York; that he/she is the _____ of the _____, the Municipal Corporation described herein, and which executed the above instrument pursuant to a resolution which was duly adopted on _____ and to which a certified copy is attached and made a part hereof; and that he/she signed his/her name thereto by like other.

Notary Public

APPROVED FOR NYSDOT:

**APPROVED AS TO FORM:
STATE OF NEW YORK ATTORNEY GENERAL**

By: _____ Date _____
for the Commissioner of Transportation

By: _____
Assistant Attorney General

COMPTROLLER'S APPROVAL:

By: _____
For the New York State Comptroller Pursuant to State Finance Law §112

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

TABLE OF CONTENTS

	Page
1. Executory Clause	3
2. Non-Assignment Clause	3
3. Comptroller's Approval	3
4. Workers' Compensation Benefits	3
5. Non-Discrimination Requirements	3
6. Wage and Hours Provisions	3-4
7. Non-Collusive Bidding Certification	4
8. International Boycott Prohibition	4
9. Set-Off Rights	4
10. Records	4
11. Identifying Information and Privacy Notification	4
12. Equal Employment Opportunities For Minorities and Women	4-5
13. Conflicting Terms	5
14. Governing Law	5
15. Late Payment	5
16. No Arbitration	5
17. Service of Process	5
18. Prohibition on Purchase of Tropical Hardwoods	5-6
19. MacBride Fair Employment Principles	6
20. Omnibus Procurement Act of 1992	6
21. Reciprocity and Sanctions Provisions	6
22. Compliance with Breach Notification and Data Security Laws	6
23. Compliance with Consultant Disclosure Law	6-7
24. Procurement Lobbying	7
25. Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates and Subcontractors	7
26. Iran Divestment Act	7
27. Admissibility of Contract	7

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law § 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this

contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The

Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a," "b," and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and

improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State

or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov

<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa and State Technology Law § 208) and commencing March 21, 2020 shall also comply with General Business Law § 899-bb.

23. COMPLIANCE WITH CONSULTANT

DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <https://ogs.ny.gov/list-entities-determined-be-non-responsive-biddersofferers-pursuant-nys-iran-divestment-act-2012>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT.

Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

APPENDIX A-1 SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)

(To be included in all contracts)

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) Compliance with Regulations: The contractor shall comply with the Regulation relative to nondiscrimination in Federally assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, age, color, sex or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a) Withholding of payments to the contractor under the contract until the contractor complies; and/or
 - b) Cancellation, termination or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontractor procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B
REQUIREMENTS FOR FEDERALLY-AIDED TRANSPORTATION PROJECTS
(June 2016)

There is a substantial body of requirements attached to the use of Federal highway or transportation aid. These requirements create or overlay processes, procedures, documentation requirements, authorizations, approvals and certifications that may be substantially greater or different from those that are not funded with Federal-aid and proceed under applicable State and local laws, customs and practices. Under Title 23 of the United States Code, the New York State Department of Transportation (NYSDOT) is responsible for the administration of transportation projects in New York State to which NYSDOT provides Federal highway or transportation-related aid. Through this Agreement, which provides or is associated with such funding, NYSDOT delegates various elements of project and funding administration as described elsewhere in this Agreement. In undertaking a Federally aided project, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement with Federal-aid funding or project administration agrees to proceed in compliance with all the applicable Federal-aid requirements.

NYSDOT, in cooperation with FHWA, has assembled the body of Federal-aid requirements, procedures and practices in its Procedures for Locally Administered Federal-Aid Projects Manual (available through NYSDOT's web site at: <http://www.dot.ny.gov/plafap>). In addition, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement for Federal-aid funding or project administration that enters into Federally aided project construction contracts is required to physically incorporate into all its Federally aided construction contracts and subcontracts there under the provisions that are contained in Form FHWA-1273 (available from NYSDOT or electronically at: <http://www.fhwa.dot.gov/programadmin/contracts/1273.htm>).

In addition to the referenced requirements, the attention of Municipality/Sponsor hereunder is directed to the following requirements and information:

NON DISCRIMINATION/EEO/DBE REQUIREMENTS

The Municipality/Sponsor and its contractors agree to comply with Executive Order 11246, entitled "Equal Employment Opportunity" and United States Department of Transportation (USDOT) regulations (49 CFR Parts 21, 23, 25, 26 and 27) and the following:

1. **NON DISCRIMINATION**. No person shall, on the ground of race, color, creed, national origin, sex, age or handicap, be excluded from participation in, or denied the benefits of, or be subject to, discrimination under the Project funded through this Agreement.
2. **EQUAL EMPLOYMENT OPPORTUNITY**. In connection with the execution of this Agreement, the Municipality/Sponsors contractors or subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin. Such contractors shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, national origin or age. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3. **DISADVANTAGED BUSINESS ENTERPRISES.** In connection with the performance of this Agreement, the Municipality/Sponsor shall cause its contractors to cooperate with the State in meeting its commitments and goals with regard to the utilization of Disadvantaged Business Enterprises (DBEs) and will use its best efforts to ensure that DBEs will have opportunity to compete for subcontract work under this Agreement. Also, in this connection the Municipality or Municipality/Sponsor shall cause its contractors to undertake such actions as may be necessary to comply with 49 CFR Part 26.

As a sub-recipient under 49 CFR Part 26.13, the Municipality/Sponsor hereby makes the following assurance.

The Municipality/Sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any United States Department of Transportation (USDOT)-assisted contract or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26. The Municipality/Sponsor shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of the United States Department of Transportation-assisted contracts. The New York State Department of Transportation's DBE program, as required by 49 CFR Part 26 and as approved by the United States Department of Transportation, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

FEDERAL SINGLE AUDIT REQUIREMENTS

Non-Federal entities that expend \$750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations. Non-Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non-Federal entities that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B--Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency¹ the New York State Department of Transportation, the New York State Comptrollers Office and the U.S. Governmental Accountability Office (GAO).

Non-Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments.

¹ The designated cognizant agency for audit shall be the federal awarding agency that provides the predominant amount of direct funding to a recipient unless OMB changes it.

THE CATALOG OF FEDERAL DOMESTIC ASSISTANCE

The Catalog of Federal Domestic Assistance (CFDA²), is an on-line database of all Federally-aided programs available to State and local governments (including the District of Columbia); Federally recognized Indian tribal governments; Territories (and possessions) of the United States; domestic public, quasi-public, and private profit and nonprofit organizations and institutions; specialized groups; and individuals.

THE CFDA IDENTIFICATION NUMBER

OMB Circular A-133 requires all Federal-aid recipients to identify and account for awards and expenditures by CFDA Number. The Municipality/Sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass-through entity.

The most commonly used CFDA number for the Federal Aid Highway Planning and Construction program is 20.205.

Additional CFDA numbers for other transportation and non-transportation related programs are:

- 20.215 Highway Training and Education**
- 20.219 Recreational Trails Program**
- 20.XXX Highway Planning and Construction - Highways for LIFE;**
- 20.XXX Surface Transportation Research and Development;**
- 20.500 Federal Transit-Capital Investment Grants**
- 20.505 Federal Transit-Metropolitan Planning Grants**
- 20.507 Federal Transit-Formula Grants**
- 20.509 Formula Grants for Other Than Urbanized Areas**
- 20.600 State and Community Highway Safety**
- 23.003 Appalachian Development Highway System**
- 23.008 Appalachian Local Access Roads**

PROMPT PAYMENT MECHANISMS

In accordance with 49 CFR 26.29, and NY State Finance Law 139-f or NY General Municipal Law 106-b(2) as applicable:

(a) You must establish, as part of your DBE program, a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 7 calendar days from receipt of each payment you make to the prime contractor.

(b) You must ensure prompt and full payment of retainage from the prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed. You must use one of the following methods to comply with this requirement:

(1) You may decline to hold retainage from prime contractors and prohibit prime contractors from holding retainage from subcontractors.

(2) You may decline to hold retainage from prime contractors and require a contract clause obligating prime contractors to make prompt and full payment of any retainage kept by

² <http://www.cfda.gov/>

prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed.

(3) You may hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 7 calendar days after your payment to the prime contractor.

(c) For purposes of this section, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the recipient. When a recipient has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

(d) Your DBE program must provide appropriate means to enforce the requirements of this section. These means may include appropriate penalties for failure to comply, the terms and conditions of which you set. Your program may also provide that any delay or postponement of payment among the parties may take place only for good cause, with your prior written approval.

(e) You may also establish, as part of your DBE program, any of the following additional mechanisms to ensure prompt payment:

(1) A contract clause that requires prime contractors to include in their subcontracts language providing that prime contractors and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes. You may specify the nature of such mechanisms.

(2) A contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

(3) Other mechanisms, consistent with this part and applicable state and local law, to ensure that DBEs and other contractors are fully and promptly paid.

CARGO PREFERENCE ACT REQUIREMENTS – U.S. FLAG VESSELS

In accordance with 46 CFR 381, the contractor agrees:

- (a) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- (b) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
- (c) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

Since the construction, reconstruction, or maintenance of the transportation project described below, identified as:

Project Identification No.: 4404.19.321	F.A. Project No.: Z2404404193
ROW Declaration No.:	Map Nos.:
Parcel Nos.:	County of: Monroe
Contract No.: D264144	

Project Description: **NY-941B from Culver Rd to Helendale Rd, T. Irondequoit**

necessitates the adjustment of utility facilities as hereinafter described, the owner, Town of Irondequoit, on behalf of the Town of Irondequoit Department of Public Works, of said facilities herewith agrees with the State of New York acting through the Commissioner of Transportation that this agreement shall apply to the accommodation of these utility facilities. Any adjustment of said facilities will be accomplished under the terms of this agreement, in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way, in compliance with the attached Special Note entitled "Coordination with the Utility Schedule", and in accordance with the contract plans, specifications, proposal, amendment(s) or change order(s).

I. Existing Facilities (describe type, size, capacity, location, etc.)

Town of Irondequoit, on behalf of the Town of Irondequoit Department of Public Works, maintains, or causes to be maintained, the existing lighting fixtures and wiring associated with the Rochester Gas and Electric (RGE) owned lighting facilities, presently located on State Right-of-Way, as shown on the plans for the proposed transportation project, are in the way of construction and shall be adjusted/relocated as follows:

The Town of Irondequoit will cause RGE to replace approximately 24 LED street lights which are currently attached to RGE owned poles, per attached Utilities Special Note Ref 9-A.

Town of Irondequoit estimates the above facility relocations will cost \$59,800.00.
(company's name)

II. Financial Responsibility (check appropriate boxes):

- The facilities to be adjusted under the terms of this agreement are subject to Section 52 of the State Highway Law, and the cost of this adjustment is the sole responsibility of the owner.
- Subdivision 24 of Section 10 of the State Highway Law enables the Commissioner of Transportation to provide at the expense of the State, for adjustment to a municipally owned utility when such work is necessary as a result of State highway work. (Municipal Agreement required.)
- Subdivision 24-b of Section 10 of the State Highway Law enables the Commissioner of Transportation to participate in the necessary expenses incurred for adjustment of privately, publicly or cooperatively owned facilities, municipal utility facilities, or facilities of a corporation organized pursuant to the State Transportation Corporations Law. (Privately Owned Property Agreement or Reimbursement Agreement required.)
- Subdivision 27 of Section 10 of the State Highway Law enables the Commissioner of Transportation, upon the request of a municipality, to perform for and at the expense of such municipality specified work to be included within a State-let contract. (Betterment Resolution required.)
- Subdivision 33 of Section 10 of the State Highway Law enables the Commissioner of Transportation, upon the request of a public utility corporation, to perform for and at the expense of such public utility corporation specified work to be included within a State-let contract.
- Subdivision 13 of Section 30 of the State Highway Law enables the Commissioner of Transportation to enter into an agreement to reimburse with public funds the owner for necessary expenses incurred as a result of this adjustment, or to replace the facilities in kind.
- The owner will develop and keep a record of costs in accordance with the New York State Department of Transportation (NYSDOT) Reimbursement Procedures, and when federal funds participate in the cost, the Federal Highway Administration (FHWA) Federal-Aid Policy Guide Part 645, or as indicated below:

III. **Physical Adjustment Method** (check appropriate boxes):

The actual adjustment or design engineering will be performed by the following method (s):

- Contract let by the Commissioner.
- Contract let by the Owner, (check applicable statement, i.e., a or b)
 - a. Best Interests of State.
 - b. Utility not sufficiently staffed or equipped.
- By the Owner's forces.

IV. **Betterment, Salvage, and Depreciation Credits Due the Project** (check appropriate boxes):

- There will be no extension of service life, improved capacity nor any other betterment of the facility (as defined by the NYSDOT Utility Reimbursement Procedures and by FHWA Federal-Aid Policy Guide Part 645) as a result of the adjustments made pursuant to this agreement.
- There is betterment described as follows:
 - The owner will not claim reimbursement for that betterment portion of the work, but will duly account for it as required by applicable NYSDOT and FHWA procedures.
 - The owner hereby agrees to deposit with the Comptroller of the State of New York the amount of \$_____ to cover the cost of the betterment as described above.
 - The owner agrees to comply with the requirements of the NYSDOT Utility Reimbursement Procedure and FHWA Federal-Aid Policy Guide Part 645 with the respect to salvage and depreciation credits when applicable.

V. **General Covenants**

The owner hereby agrees to accept full title and responsibility for the adjusted facility in writing upon satisfactory completion of the work. Such acceptance will acknowledge the owner's responsibility to maintain the facility in accordance with all applicable codes, standards and regulations, including his obligation, where applicable, to remove any or all of the facility from the highway at the order of the Commissioner of Transportation, all in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way. All compensable claims covered by this agreement will be included in one of the following:

- A. Privately Owned Property Agreement executed prior to the performance of the work.
- B. Municipal Agreement executed prior to performance of the work.
- C. Reimbursement Agreement executed prior to performance of the work.
- D. Such other agreement as approved by NYSDOT Office of Legal Affairs.

VI. References

The following documents are herewith incorporated in this agreement by reference (check appropriate boxes)

- Federal Highway Administration's Federal-Aid Policy Guide Part 645.
- Contract documents : Contract number D264144
PIN 4404.19.321
Plan sheets No. UTL-01 to UTL-07
- Owner's plan sheets _____
- Owner's estimate sheets form No. FIN 223c
- Resolution dated _____, by _____
 - Granting the State of New York authority to perform the adjustment for the owner.
 - Agreeing to maintain facilities adjusted via State-let contract.
 - Authorizing deposit of funds by the owner.
- Certification by the owner or his agent that he has the legal authority to enter into this agreement.

(Print/Type Name) Owner or Agent (Signature) Title Date

For NYSDOT Commissioner of Transportation Title Date

EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION AUTHORIZING THE EXTENSION OF THE CONTRACT FOR LAYOUT, DESIGN, PRINTING & MAILING OF THE TOWN “ACTIVITY GUIDE” PUBLICATION

At a regular 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 17th day of March, 2020 at 7:00 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 for its adoption:

WHEREAS, the current contract with Penny Lane Printing in the amount of \$6,286 per year (15,000 guides printed) is for one (1) year, with the option for the Town to extend the contract annually for up to three (3) additional one (1) year terms; and

WHEREAS, it is necessary for the Town to extend the services for the layout, design, printing, and mailing of the Town’s “Activity Guide” publication through March 20, 2021; and

WHEREAS, funds have been appropriated for this purpose in accounts # 001.7140.4390.0000.7146, #001.7140.4380.0000.7146, #001.7110.47360.0000.7148, and #6772.4390.

NOW, THEREFORE BE IT RESOLVED, that the Town Board approves the extension of the Penny Lane Printing contract and authorizes the Supervisor to execute any and all necessary documents to enter into an extension with Penny Lane Printing in such form 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	_____



Town of Irondequoit
Department of Recreation
154 Pinegrove Avenue
Rochester, NY 14617
(585) 336-6070

February 3, 2020

Gina Doran, Commercial Print Manager
Penny Lane Printing
1471 West Henrietta Rd.
Avon, NY 14414

Re: Renewal of Bid for Layout, Design, Printing, & Mailing of the Town "Activity Guide"
Publication- BID #2016-20, Town of Irondequoit

Dear Gina:

In reference to the above service, we are seeking to renew the proposal for one additional one-year term, March 20, 2020 – March 20, 2021. The extension will be for the same price as the award for the first year (\$6,286).

If you are in agreement, please sign and return one copy of this letter. I would appreciate your response by February 24, 2019

Thank you very much for your cooperation. If you have any questions, please contact me at 336-7267.

Best Regards,

Katrina Hall
Director of Recreation

The undersigned agrees to renew BID # 2016-20 for one additional one-year term – March 20, 2020 – March 20, 2021.

Gina D Penny Lane Printing Authorized Signature 2/7/20 Date

Gina Doran Commercial Print Manager
Print Name of Penny Lane Printing Representative & Title

David Seeley, Town of Irondequoit Supervisor & Date

EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION AUTHORIZING THE SUPERVISOR TO ENTER INTO A CONTRACT FOR SENIOR GOLF LEAGUES FOR SPRING/SUMMER 2020

At a regular 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 17th day of March 2020, at 7:00 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 of Irondequoit desires to contract with Lake Shore Country Club to provide tee time for the Senior Men’s and Ladies Golf Leagues in 2020; and

WHEREAS, these programs are paid for with fees received from participants and are appropriated for this purpose in account 001.6772.4120.0000.6775; and

WHEREAS, the Town of Irondequoit seeks to contract for Senior recreational programming services with the Lake Shore Country Club pursuant to Addendum A, which is attached hereto and made a part hereof.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board authorizes the Supervisor to enter into contracts with Lake Shore Country Club in Addendum A in such form as approved by the Attorney for the Town.

This resolution shall take effect immediately upon its adoption.

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	_____

Shore Acres Executive Course

2020 League Contract

I, (We), the undersigned officer(s) of the Town of Irondequoit, on behalf of the Irondequoit Senior Men's Golf League, understand and agree to the following terms for the 2020 golf season and affirm that I (we) have the authorization to act on behalf of the league.

1. Lake Shore Properties, Inc. agrees to reserve the 1st tee of Shore Acres Executive Course for the League's 40 players on Friday's from 7:30/8:27 to 7:52/9:15 (A.M.)/P.M. for 20 weeks beginning 5/1, 2020 through 9/18, 2020.
2. Price per league player will be \$10.00 (A.M.) / \$11.00 (P.M.) x 20 weeks (16 week minimum) = \$ 200 per player for the 2020 golf season. In addition to weekly use of the course, each league player is entitled to discounted green fees Monday-Friday after the league starts through the balance of the season.
Please note there is a seven (7) minute allowance between groups teeing off. There is no charge for substitution as long as they are playing for a paid member of the league during regular league play. Fivesomes are not permitted on the course during league play.
3. **Shore Acres pace of play: Golfers should not take more than 2 hours to play 9 holes.**
4. The league treasurer or representative shall pay the league fees in full by April 15th, 2020. Payment must be made with one (1) check. Any league not paid in full will be denied playing privileges.
5. The league secretary or representative will be responsible for supplying Lake Shore Properties, Inc. with the names and emails of all its players. **This list should accompany the return of the executed contract. If this is not possible we must receive the final list at least one month prior to the league start date.**
6. Should there be any changes in League Officers, the new Officer(s) are obligated by the terms of this contract.
7. Changes or amendments to this contract must be approved by both the League Officer(s) and Lake Shore Properties, Inc.
8. League schedules shall be subject to Lake Shore's event schedule. In the event that the event schedule is amended after the league schedule is established and a league date is cancelled, the league shall have the option of rescheduling that date at any available weekday time or receiving a green fee coupon that is valid at any time.
9. Bringing beverages (soft or alcoholic) onto Lake Shore property is strictly prohibited. Each league member is entitled to purchase beverages at Shore Acres at a reduced price on the evening of the league.

Town Supervisor (please print) _____ Phone: _____

We declare that this contract, once signed and dated by the respective parties, will be the only contract applicable to the Town of Irondequoit, on behalf of the Irondequoit Senior Men's Golf League for 2020 and shall replace any previous contracts.

By (Town Supervisor) _____ Date: _____

The undersigned hereby commits Lake Shore Properties, Inc. to abide by the terms of this contract as stated above.

By (Lake Shore) John Olson _____ Date: 10/1/19

LAKE SHORE COUNTRY CLUB

1165 Greenleaf Road • Rochester, NY • 14612
(585) 663-9100
www.lakeshore-cc.com

2020 Shore Acres League Invoice

Today's Date: 10/1/19

League Name: Irondequoit Senior Men's

Starting Date: 5/1/20

President: _____

League Day: Friday

Starting Time: 7:30 - 7:52 am
8:22 - 9:15 am

\$10.00(A.M.) / \$11.00(P.M.) X 20 Weeks = \$ 200 X 40 Players = \$ 8000

TOTAL DUE: \$ 8,000⁰⁰

**** Balance Must be Paid by April 15, 2020 ****

Shore Acres Executive Course

2020 League Contract

I, (We), the undersigned officer(s) of the Town of Irondequoit, on behalf of the Irondequoit Senior Women's Golf League, understand and agree to the following terms for the 2020 golf season and affirm that I (we) have the authorization to act on behalf of the league.

1. Lake Shore Properties, Inc. agrees to reserve the 1st tee of Shore Acres Executive Course for the League's 28 players on Wednesday's from 8:37 to 9:22 A.M./P.M. for 18 weeks beginning 5/6, 2020 through 9/2, 2020.
2. Price per league player will be \$10.00 (A.M.) / \$11.00 (P.M.) x 18 weeks (16 week minimum) = \$ 180 per player for the 2020 golf season. In addition to weekly use of the course, each league player is entitled to discounted green fees Monday-Friday after the league starts through the balance of the season.
Please note there is a seven (7) minute allowance between groups teeing off. There is no charge for substitution as long as they are playing for a paid member of the league during regular league play. Fivesomes are not permitted on the course during league play.
3. **Shore Acres pace of play: Golfers should not take more than 2 hours to play 9 holes.**
4. The league treasurer or representative shall pay the league fees in full by April 15th, 2020. Payment must be made with one (1) check. Any league not paid in full will be denied playing privileges.
5. The league secretary or representative will be responsible for supplying Lake Shore Properties, Inc. with the names and emails of all its players. **This list should accompany the return of the executed contract. If this is not possible we must receive the final list at least one month prior to the league start date.**
6. Should there be any changes in League Officers, the new Officer(s) are obligated by the terms of this contract.
7. Changes or amendments to this contract must be approved by both the League Officer(s) and Lake Shore Properties, Inc.
8. League schedules shall be subject to Lake Shore's event schedule. In the event that the event schedule is amended after the league schedule is established and a league date is cancelled, the league shall have the option of rescheduling that date at any available weekday time or receiving a green fee coupon that is valid at any time.
9. Bringing beverages (soft or alcoholic) onto Lake Shore property is strictly prohibited. Each league member is entitled to purchase beverages at Shore Acres at a reduced price on the evening of the league.

Town Supervisor (please print) _____ Phone: _____

We declare that this contract, once signed and dated by the respective parties, will be the only contract applicable to the Town of Irondequoit, on behalf of the Irondequoit Senior Women's Golf League for 2020 and shall replace any previous contracts.

By (Town Supervisor) _____ Date: _____

The undersigned hereby commits Lake Shore Properties, Inc. to abide by the terms of this contract as stated above.

By (Lake Shore) Josh Olson Date: 10/1/19

LAKE SHORE COUNTRY CLUB

1165 Greenleaf Road • Rochester, NY • 14612
(585) 663-9100
www.lakeshore-cc.com

2020 Shore Acres League Invoice

Today's Date: 10/1/19

League Name: Irondequoit Senior Women's

Starting Date: 5/6/20

President: _____

League Day: Wednesday

Starting Time: 8:37 - 9:27 am

\$10.00(A.M.) / \$11.00(P.M.) X 18 Weeks = \$ 180 X 28 Players = \$ 5,040

TOTAL DUE: \$ 5,040⁰⁰

**** Balance Must be Paid by April 15, 2020 ****

EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION AUTHORIZING THE SUPERVISOR TO ENTER INTO A CONTRACT WITH SPORTS OFFICIALS OF THE ROCHESTER AREA (SORA) FOR UMPIRE SERVICES FOR TOWN SPONSORED RECREATIONAL LEAGUES AT MCAVOY PARK

At a regular 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 17th day of March 2020, at 7:00 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 of Irondequoit provides umpire services for Town sponsored recreational leagues at McAvoy Park; and

WHEREAS, the current contract with Sports Officials of the Rochester Area (“SORA”) was for (1) year, with the option for the Town to extend the contract annually for up to 2 years for the rates attached here as **Exhibit A**; and

WHEREAS, funds have been appropriated for this purpose in accounts # 001.7140.4420.0000.7147 and # 6772.4120.000.6775.

NOW THEREFORE BE IT RESOLVED, that the Town Board approves the extension of the SORA contract for umpire services from April 1, 2020 through the end of the softball season at the rates listed in **Exhibit A** and authorizes the Supervisor to execute any and all necessary documents to enter into an extension with SORA in such form 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



Town of Irondequoit
Department of Recreation
154 Pinegrove Avenue
Rochester, NY 14617
(585) 336-6070

February 3, 2020

Gary Godden
Sports Officials of the Rochester Area
189 Parkview Terrace
Rochester, NY 14617

Re: Renewal of Contract with Sports Officials of the Rochester Area (SORA) for Umpire services for Town Sponsored Recreational Leagues at McAvoy Park, Town of Irondequoit

Dear Gary:

In reference to the above service, we are seeking to renew the contract for one additional one-year term, April 1, 2020 through completion of the softball season. The extension will be for the same price as stated in the 2020 service agreement.

If you are in agreement, please sign and return one copy of this letter. I would appreciate your response by February 1, 2020

Thank you very much for your cooperation. If you have any questions, please contact me at 336-7267.

Best Regards,

Katrina Hall
Director of Recreation

The undersigned agrees to renew contract for one additional term from April 1, 2020 through the completion of the softball season.

Sports Officials of the Rochester Area Authorized Signature

Date

Print Name of Sports Officials of the Rochester Area Representative & Title

David Seeley, Town of Irondequoit Supervisor & Date

SORA

Sports Officials of the Rochester Area
426 Ridge Road
Ontario, NY 14519

1/14/2020

Dear Softball League Directors:

We hope that everyone had a good Holiday season! The 2020 softball season is just around the corner and SORA has been making plans for the up coming season. As I look forward to the new season, I would like to thank all for your support in of SORA throughout the years. SORA is over 30 years old and I am one of the original members of the group of 13 that started the organization and the only original member still active. In the past I have sent out this letter from the board, but this year I am sending from myself. 2020 will be my 47th year of officiating and last. As many of you know I am in Florida more often and I am looking to be a Florida resident so my wife can be considered for a lung transplant. In order to be on the list we have to reside in Florida and be within 4 hours of the hospital. Over the next few months she will be undergoing many tests to see if she can be added to the list. It will take about 8 months for the process to work its way through the system.

On December 31, I will be retiring from both SORA and USSSA Slow Pitch to spend more time with my wife and enjoy our new home we just built in the Orlando area. Because I will not be with the group in 2021, the contracts will only be for 2020 as I do not want to do something that new board members will have to deal with going forward.

SORA plans to continue to maintain a very high level of coverage for all our leagues in 2020. We continue to cover over 13,000 games in multiple sports. The USSSA tournament program also continues to increase in numbers as Baseball, Fast Pitch and Slow Pitch saw the programs continue to expand Statewide.

The SORA board has John DeMagistris remaining as assignor for all sports except Basketball, with Don D'Amico handling those assignments. Anyone that had the chance to work with John knows that he is very committed to providing a quality product. The remainder of the Board will consist of many of the people you have worked with in the past with Bob Reed as President. Jim Kimble as VP and I will still be the Treasurer and Executive State USSSA Director, for New York and several other states in the Northeast. I will also remain on the USSSA National Slow Pitch Committee overseeing the rules and by-laws throughout 2020.

Now on to the 2020 season! As I state above, this fees for 2020 will be one year and not the 2 years we have done in the past, all umpires and teams will need to be registered with the USSSA. The team cost will remain the same as last year at \$25 per team for Slow Pitch. Cost increases are not something that we like but are sometimes out of our control, we will be increasing the game rates by \$1.00 and two umpire system by \$2.00. We are very appreciative of the leagues that we service and feel that we need to keep the costs down and service levels up in order to ensure that softball continues in our area. We will also continue to work with leagues that are looking for the USSSA buying power for insurance, softballs (Softballs costs are being reviewed as the tariffs have caused increases.) We are also working with Smash It Sports and can get reduced rates for bat.

We have enclosed the 2020 contract in this email. As we are looking to verify leagues as we need to know if there are any changes to your league so that we can maintain the highest level of service, we will be asking that all leagues to get the contract back to us as soon as possible. We have already heard that Perinton, Pittsford and Penfield are forming a combined Coed League for 2020. Would like to welcome Penfield back as they were the one of the two original leagues that SORA contracted with over 30 years ago, Penfield as then run by Tom Palmer, the other was Ogden under Glenn, which we lost both way to soon. If you foresee any changes within your leagues for 2020, such as additional teams or less teams, more or less nights, we would appreciate this information.

The USSSA Bat policy requires that all bats have the new stamp for all leagues and tournaments. This year we will continue to grandfather in the older USSSA approved bats. There will be a new Bat standard coming out in 2021 but USSSA has agreed to allow all older USSSA bats as manufacturers continue to sell the older bats. The new standard is going to be one that all organization will use going forward so that different bats are needed by players depending on the association they play that night or weekend.

Please let us know if there is anything that I can provide to you. As a board we are looking at having another great season in 2020; please contact me at 585-755-7366 or at garysora@aol.com or any of the board members with any questions or concerns you might have with the 2020 program.

In closing, I would like to thank everyone for the support I have received though this journey with SORA and the USSSA. I have met many people I consider true friend through Slow Pitch and will always cherish the many officials that have come through these groups. As a result of everyone help building the USSSA program in New York, I was elected into the USSSA National Hall of Fame and will be inducted in November of this year at the National Meeting in Orlando. My elect was the result of everyone, Officials, Teams, Leagues, Sponsors, Players and especially Bob Reed and John DeMagistris who have been by my side though this time. I may be the one that's name in going into the HOF but it truly is everyone in Rochester that support the program that deserves the honor.

Hope to see as many of you as I can to thank you.

Sincerely,

Gary Godden
SORA Treasurer / USSSA Executive State Director.
189 Parkview Terrace
Rochester NY 14617

4241 Beargrass St
Clermont, FL 34714

2020 SORA Board

Bob Reed – President
James Kimble – Vice-President
John DeMagistris – Secretary / Assignor

S O R A

**Sports Officials of the Rochester Area
426 Ridge Road
Ontario, NY 14519**

TAX ID # 16-1371909

Service Agreement

We, **IRONDEQUOIT RECREATION**, do hereby request the Professional Services of the Sports Officials of the Rochester Area (**SORA**) for the 2020 slow pitch softball season. We agree that the per game fee(s) will be as follows:

- A. Game Fees per year - Game fee of \$30.00 each will be paid for all single games, and \$30.00 each will be paid for all multiple game assignments.
- B. A fee of \$58.00 will be paid for each game where two umpires are requested by the **IRONDEQUOIT RECREATION** program director for slow pitch softball.
- C. A fee of \$17.00 will be paid for all games that are not played to completion of a legal game. Any game(s) canceled after 5:00 PM on game day and for which the umpire is not able to be notified, the \$17.00 fee will be charged.
- D. In the event that an umpire fails to cover an assignment, a credit will be issued to **IRONDEQUOIT RECREATION** for these game(s), and the game(s) will be officiated by **SORA** at no cost at a mutually agreeable rescheduled time.

We agree that the method of payment will be the following:

- A. **IRONDEQUOIT RECREATION** will be billed on the first and fifteenth of the month. Net amount due in full within 30 days of billing date. Services may be suspended for non-payment, at no penalty to **SORA**, until such payment is received.
- B. **SORA** will be notified of any and all game(s) cancellations NO LATER THAN sixty (60) minutes prior to the scheduled game time(s). Failure to make the proper notification to the **SORA** assignor will constitute the \$17.00 incomplete game fee as stated above.
- C. **SORA** will receive AT LEAST forty-eight (48) hours notification of any additions or rescheduling of game(s).
 - 1. With proper notification, the **SORA** assignor should be able to provide the official(s) as needed.
 - 2. Without proper notification, the **SORA** assignor may not be able to provide the official(s) as needed. Failure to provide services for these games will not constitute a “no show” on the part of **SORA**.
- D. Forfeits will be considered as complete games.

RULES: Any rules established by **IRONDEQUOIT RECREATION** will supersede and take precedence over the USSSA rule book, which will otherwise be used to govern play.

IRONDEQUOIT RECREATION has the right to refuse the services of any individual umpire, if a written request is received by the President of **SORA**.

We also agree that any problems relating to Umpires or Umpire Association disputes and/or problems will be handled by an arbitration board made-up of Umpires, player representatives, and the **IRONDEQUOIT RECREATION** Staff.

Sports Officials of the Rochester Area (**SORA**) will be responsible for maintaining its own liability insurance, which will protect them from any claims which may result from this agreement. In order for this insurance to be in effect, **Irondequoit Recreation** must register all teams with the USSSA. **The cost for each adult team is \$ 25.00 payable to the SORA.**

SORA will provide a contact number to be used in the event an umpire does not show. The **IRONDEQUOIT RECREATION** representative making the call will be informed as to the status of having an umpire to the best of the ability of the **SORA** Representative handling the call.

If **SORA** fails to perform any obligations under this agreement, **IRONDEQUOIT RECREATION** may, after seven (7) days written notice, during which time period **SORA** fails to perform such obligation, terminate this agreement.

In full acknowledgment of the above stated terms, I/We hereby render our legal signature(s) in full acceptance of this agreement for a period of time from April 1st, 2020 until completion of the softball season.

Dated: _____, 2020

Irondequoit Recreation Representative

SORA Association Representative

Address

City State ZIP

Phone

Acceptance Date:

EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A MONETARY BEQUEST FROM THE ESTATE OF DENISON F. MCRELL TO BE USED FOR SENIOR SOFTBALL PROGRAM

At a regular 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 17th day of March 2020, at 7:00 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 Estate of Denison F. McRell would like to make a monetary bequest to the Town of Irondequoit Department of Recreation to be used for the Senior Softball Program;

WHEREAS, this monetary bequest consists of thirty-nine thousand four hundred seventy-five dollars and forty cents (\$39,475.40); and

WHEREAS, this bequest would constitute a benefit to the Senior Softball Program at McAvoy Park and provide for improvements and opportunities not possible within the Town budget; and

WHEREAS, these funds will be deposited into the Senior Endowment Fund account 248.0248.2705; and

NOW, THEREFORE, BE IT RESOLVED, that the Town Board accepts this bequest from the Estate of Denison F. McRell and authorizes the Supervisor to receive this \$39,475.40 to be used towards the Senior Softball Program.

AND BE IT FURTHER RESOLVED, that the Town Board grants authority to the Town Supervisor to execute any and all documents related to these agreements in a format approved by the Attorney for the Town. This resolution shall take effect immediately upon its adoption.

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	_____

1900 Bausch & Lomb Place
Rochester, New York 14604

P 585.987.2800 F 585.454.3968

Writer's Direct Dial Number: 585.987.2872
Writer's Direct Fax Number: 585.445.2372
Email: klanning@woodsoviatt.com



ATTORNEYS
woodsoviatt.com

1900 Main Place Tower
Buffalo, New York 14202

P 716.248.3200 F 716.854.5100

February 3, 2020

Town of Irondequoit
Parks and Recreation Department
154 Pine Grove Avenue
Rochester NY 14617

The Salvation Army
70 Liberty Pole Way
P.O. Box 41210
Rochester NY 14604-4310

Re: Estate of Denison F. McRell

Dear Beneficiary:

On December 6, 2019 an accounting was sent to each of you with regard to the settlement of the Estate of Denison F. McRell.

As of this date, we have not received your Receipt and Release in order to proceed with settling the estate and distributing the funds as outlined in the account previously sent to you.

Therefore, please review the accounting previously provided and sign the Receipt and Release. A duplicate Receipt and Release is enclosed for your convenience. If you need another copy of the accounting, please contact me to have it delivered.

In the meantime, if you have any questions, do not hesitate to contact me.

Sincerely,

WOODS OVIATT GILMAN LLP

A handwritten signature in blue ink that reads "Kathy Lanning /mc".

Kathleen K. Lanning
Paralegal

Please direct responses to Rochester Office

KKL:mc/encs.

cc: Terence Chrzan, Executor



SURROGATE'S COURT OF THE STATE OF NEW YORK
COUNTY OF MONROE

ACCOUNTING BY **TERENCE CHRZAN**
as the **Executor**
of the ESTATE OF **DENISON F. MCRELL**

Deceased.

RECEIPT AND RELEASE

File No. **2018-1487**

The undersigned, being of full age, sound mind and under no disability, and entitled to share in the estate of the above-named decedent as a:

- legatee under a will
- distributee of an intestate share
- trust beneficiary
- creditor of the estate
- other *[specify]*

- a. Acknowledges that each fiduciary named above has fully and satisfactorily accounted for all assets of the estate;
- b. Approves the written account verified on _____, as submitted to the undersigned;
- c. Acknowledges receipt of money paid or property transferred or delivered as follows:
Money (cash or check): **\$39,475.40**.

The following payment is in full payment or distribution of:

- a legacy under **paragraph IV** of the will or trust;
- a claim against the estate;
- the amount directed to be paid by a decree of this court dated ;
- other *[specify]*

- d. Releases and discharges each fiduciary named above from all liability to the undersigned for any and all matters relating to or derived from the administration of the estate; waives the issuance and service of a citation to attend any and all proceedings for the judicial settlement of the account; and authorizes the Surrogate to make and enter a decree settling the account and fully releasing and discharging each fiduciary named above as to all matters embraced therein.

Dated: _____

Town of Irondequoit Parks and Recreation Department

Corporate Name

_____, Officer

STATE OF NEW YORK)
)
) **SS.:**
COUNTY OF MONROE)
)

On _____, before me personally appeared _____ to me known, who duly swore to the forgoing instrument and who did say that he/she/they resides at **154 Pinegrove Avenue, Rochester, New York 14617** and that he/she/they is a _____ of **Town of Irondequoit Parks and Recreation Department** the Charity described in and which executed such instrument; and that he/she/they signed _____ name thereto by order of the Board of Directors of the Charity.

Notary Public
Commission Expires:
(Affix Notary Stamp or Seal)

Signature of Attorney

Philip L. Burke

Attorney Name

Woods Oviatt Gilman LLP

Firm

(585) 987-2897

Telephone

1900 Bausch & Lomb Place Rochester NY 14604

Address

Email (optional)

1900 Bausch & Lomb Place
Rochester, New York 14604

P 585.987.2800 F 585.454.3968

Writer's Direct Dial Number: 585.987.2850
Writer's Direct Fax Number: 585.445.2350
Email: pburke@woodsoviatt.com



ATTORNEYS
woodsoviatt.com

1900 Main Place Tower
Buffalo, New York 14202

P 716.248.3200 F 716.854.5100

December 6, 2019

To the Beneficiaries of the Estate of Denison McRell

Re: Estate of Denison F. McRell

Dear Beneficiary:

With respect to settling the Estate of Denison F. McRell, enclosed is the Executor's Account dated November 20, 2019, which sets forth all of the estate transactions from April 11, 2018 through present. This Account only includes probate assets which are individually owned assets that were in Denison McRell's name alone and controlled by the Will. Non-probate assets such as joint accounts, life insurance, annuities and other death benefits predesignated to a named individual or trust are not included and are handled separately. The Account details principal and income received, gains and losses, payment of debts and administration expenses and distributions to each beneficiary. Your proposed distribution is outlined on Schedule J of the Account (beginning on page 33(a)).

The summary of receipts, expenses and distributions is shown on pages 2 and 3. Schedule G on page 27 shows that the principal balance on hand is \$1,650,517.20.

Schedule I, page 31, shows the computation of the statutory Executor's commission due Terence Chrzan. Terence Chrzan is entitled to commissions in the amount of \$53,250.93, of which he is electing to claim.

Schedule J, page 33(c), sets forth the computation of our attorneys' fees for settling the estate. Woods Oviatt Gilman LLP reached an agreement with the Executor for attorney fees to be charged on an hourly basis and is requesting fees of \$54,436.00, of which \$36,436.00 has been paid on account, leaving a balance of \$18,000.00, along with disbursements totaling \$250.00. These fees are customary for settlement of an estate this size and were also taken as income tax deductions on the estate's fiduciary income tax returns.

The pertinent facts and calculation of the proposed distributions are shown on Schedule J, page 33(d).

Enclosed are an original and one copy of a Receipt and Release which states that Terence Chrzan can be released from his responsibilities as Executor. If you find the Account satisfactory, please lease review and sign the original Receipt and Release in the presence of a Notary Public and

December 6, 2019

Page 2

return it to our office using the envelope provided. The copy is for your records. It is our intention to informally settle the estate by filing the Receipts in the Monroe County Surrogate's Court and make the final distributions from the estate. The signed Receipt and Release will be held in escrow pending receipt of all Receipts and Releases from the beneficiaries.

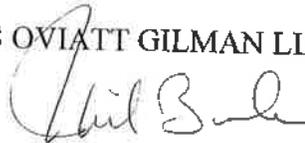
The alternative to informally settling the estate by Receipt and Release would be to file the Account with the Surrogate's Court and set a date for a formal hearing. This is a costly and timely process which we plan to avoid if everyone is in agreement with the Account and in expediting the settlement of the estate.

If you have any questions or need further information, please feel free to contact me.

Thank you for your attention to these matters.

Sincerely,

WOODS OVIATT GILMAN LLP



Philip L. Burke

Please direct responses to Rochester Office

PLB:KKL:mc

encs.

cc: Mr. Terence Chrzan
Kathleen K. Lanning, Paralegal

EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION AUTHORIZING THE SUPERVISOR TO ENTER AND AMMEND VARIOUS CONTRACTS WITH VENDORS FOR YOUTH, FAMILY, AND SENIOR RECREATIONAL PROGRAMMING FOR WINTER/SPRING 2020

At a regular 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 17th day of March 2020, at 7:00 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, pursuant to Town Board action 2019-313 on December 17, 2019, the Town Board authorized the Supervisor to enter into contracts with vendors for Youth, Family, and Senior recreational programs as attached hereto as Addendum “A”; and

WHEREAS, the Senior Center added two vendors and an update was made to a Youth vendor as attached hereto as Addendum “B”.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby replaces and supersedes Addendum “A” of Resolution 2019-313 with the chart attached hereto and made a part hereof as Addendum “B”.

AND FURTHER IT BE RESOLVED THAT, the Town Board authorizes the Supervisor to enter into new and revised contracts with vendors in Addendum “B”, which is attached hereto and made a part hereof, in such form as approved by the Attorney for the Town.

This resolution shall take effect immediately upon its adoption.

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	_____

Youth Recreational Program Instructor Payouts - Winter/Spring 2019 - Addendum "A"

Name	Activity	Description	Beg Date	End Date	Time Period	Program Rate	Instructor Rate	Amount to Recreation
Chris Allman	1738-A	Hockey 102	1/4/2020	2/22/2020	10:10A-11:00A	\$150.00/Per Head	\$130.00/Per Head	\$20.00/Per Head
Bill Gray's Iceplex	1738-B	Hockey 102	2/29/2020	4/18/2020	10:10A-11:00A	\$150.00/Per Head	\$130.00/Per Head	\$20.00/Per Head
	1739-A	Figure Skating 101	1/6/2020	2/24/2020	5:00P-5:50P	\$175.00/Per Head	\$122.50/Per Head	\$52.50/Per Head
	1739-B	Figure Skating 101	1/8/2020	2/26/2020	5:00P-5:50P	\$175.00/Per Head	\$122.50/Per Head	\$52.50/Per Head
	1739-C	Figure Skating 101	3/2/2020	4/20/2020	5:00P-5:50P	\$175.00/Per Head	\$122.50/Per Head	\$52.50/Per Head
	1739-D	Figure Skating 101	3/4/2020	4/22/2020	5:00P-5:50P	\$175.00/Per Head	\$122.50/Per Head	\$52.50/Per Head
	1740-A	Skating 101	1/4/2020	2/22/2020	9:00A-9:50A	\$135.00/Per Head	\$96.00/Per Head	\$39.00/Per Head
	1740-B	Skating 101	1/4/2020	2/22/2020	10:00A-10:50A	\$135.00/Per Head	\$96.00/Per Head	\$39.00/Per Head
	1740-C	Skating 101	1/6/2020	2/24/2020	6:00P-6:50P	\$135.00/Per Head	\$96.00/Per Head	\$39.00/Per Head
	1740-D	Skating 101	1/8/2020	2/26/2020	6:00P-6:50P	\$135.00/Per Head	\$96.00/Per Head	\$39.00/Per Head
	1740-E	Skating 101	2/29/2020	4/18/2020	9:00A-9:50A	\$135.00/Per Head	\$96.00/Per Head	\$39.00/Per Head
	1740-F	Skating 101	2/29/2020	4/18/2020	10:00A-10:50A	\$135.00/Per Head	\$96.00/Per Head	\$39.00/Per Head
	1740-G	Skating 101	3/2/2020	4/20/2020	6:00P-6:50P	\$135.00/Per Head	\$96.00/Per Head	\$39.00/Per Head
	1740-H	Skating 101	3/4/2020	4/22/2020	6:00P-6:50P	\$135.00/Per Head	\$96.00/Per Head	\$39.00/Per Head
	1741-A	Hockey 101	1/4/2020	2/22/2020	9:10A-10:00A	\$0.00/Per Head	\$0.00/Per Head	\$0.00/Per Head
	1741-B	Hockey 101	1/6/2020	2/24/2020	6:10P-7:00P	\$0.00/Per Head	\$0.00/Per Head	\$0.00/Per Head
	1741-C	Hockey 101	1/8/2020	2/26/2020	6:10P-7:00P	\$0.00/Per Head	\$0.00/Per Head	\$0.00/Per Head
	1741-D	Hockey 101	2/29/2020	4/18/2020	9:10A-10:00A	\$0.00/Per Head	\$0.00/Per Head	\$0.00/Per Head
	1741-E	Hockey 101	3/2/2020	4/20/2020	6:10P-7:00P	\$0.00/Per Head	\$0.00/Per Head	\$0.00/Per Head
	1741-F	Hockey 101	3/4/2020	4/22/2020	6:10P-7:00P	\$0.00/Per Head	\$0.00/Per Head	\$0.00/Per Head
Name	Activity	Description	Beg Date	End Date	Time Period	Program Rate	Instructor Rate	Amount to Recreation
Elizabeth Bauld	1515-A	Storybook Cooks: The Mitten	1/30/2020	1/30/2020	5:45P-6:45P	\$15.00/Per Head	\$10.00/Per Head	\$5.00/Per Head
Storybook Cooks	1516-A	Storybook Cooks: The Kissing Hand	2/13/2020	2/13/2020	5:45P-6:45P	\$15.00/Per Head	\$10.00/Per Head	\$5.00/Per Head
	1516-B	Storybook Cooks: Where the Wild Things Are	3/19/2020	3/19/2020	5:45P-6:45P	\$15.00/Per Head	\$10.00/Per Head	\$5.00/Per Head
	1518-A	Storybook Cooks for Tweens: Celebration of Chinese New Year	2/5/2020	2/5/2020	5:45P-6:45P	\$15.00/Per Head	\$10.00/Per Head	\$5.00/Per Head
	1519-A	Storybook Cooks for Tweens: Mardi Gras Celebration	2/12/2020	2/12/2020	5:45P-6:45P	\$15.00/Per Head	\$10.00/Per Head	\$5.00/Per Head
	1519-B	Storybook Cooks for Tweens: St. Patrick's Day Meal	3/11/2020	3/11/2020	5:45P-6:45P	\$15.00/Per Head	\$10.00/Per Head	\$5.00/Per Head
	2515-A	Storybook Cooks: Peter Rabbit	4/2/2020	4/2/2020	5:45P-6:45P	\$15.00/Per Head	\$10.00/Per Head	\$5.00/Per Head
	2518-A	Storybook Cooks for Tweens: Cupcake "Wars"	4/15/2020	4/15/2020	5:45P-6:45P	\$15.00/Per Head	\$10.00/Per Head	\$5.00/Per Head
Name	Activity	Description	Beg Date	End Date	Time Period	Program Rate	Instructor Rate	Amount to Recreation
Jennifer Colombo	1526-A	Music and Movement with Miss Jennifer	2/3/2020	3/9/2020	9:45A-10:30A	\$54.00/Per Head	\$42.50/Per Head	\$11.50/Per Head
	1526-B	Music and Movement with Miss Jennifer	2/6/2020	3/5/2020	5:45P-6:30P	\$54.00/Per Head	\$42.50/Per Head	\$11.50/Per Head
	2526-A	Music and Movement with Miss Jennifer	4/6/2020	5/4/2020	9:45A-10:30A	\$54.00/Per Head	\$42.50/Per Head	\$11.50/Per Head
	2526-B	Music and Movement with Miss Jennifer	4/16/2020	5/14/2020	5:45P-6:30P	\$54.00/Per Head	\$42.50/Per Head	\$11.50/Per Head

Name	Activity	Description	Beg Date	End Date	Time Period	Program Rate	Instructor Rate	Amount to Recreation
Randy Crudup	1239-A	Tiny Panthers: Kids Karate	2/1/2020	2/22/2020	10:00A-10:30A	\$30.00/Per Head	\$21.00/Per Head	\$9.00/Per Head
Crudup's Karate Academy	1239-B	Tiny Panthers: Kids Karate	2/4/2020	2/25/2020	5:30P-6:00P	\$30.00/Per Head	\$21.00/Per Head	\$9.00/Per Head
	1239-C	Tiny Panthers: Kids Karate	3/3/2020	3/24/2020	5:30P-6:00P	\$30.00/Per Head	\$21.00/Per Head	\$9.00/Per Head
	1239-D	Tiny Panthers: Kids Karate	3/7/2020	3/28/2020	10:00A-10:30A	\$30.00/Per Head	\$21.00/Per Head	\$9.00/Per Head
	1240-A	Panthers: Kids Karate	2/1/2020	2/22/2020	10:00A-10:30A	\$30.00/Per Head	\$21.00/Per Head	\$9.00/Per Head
	1240-B	Panthers: Kids Karate	2/4/2020	2/25/2020	5:30P-6:00P	\$30.00/Per Head	\$21.00/Per Head	\$9.00/Per Head
	1240-C	Panthers: Kids Karate	3/3/2020	3/24/2020	5:30P-6:00P	\$30.00/Per Head	\$21.00/Per Head	\$9.00/Per Head
	1240-D	Panthers: Kids Karate	3/7/2020	3/28/2020	10:00A-10:30A	\$30.00/Per Head	\$21.00/Per Head	\$9.00/Per Head
	2239-A	Tiny Panthers: Kids Karate	4/4/2020	4/25/2020	10:00A-10:30A	\$30.00/Per Head	\$21.00/Per Head	\$9.00/Per Head
	2239-B	Tiny Panthers: Kids Karate	4/7/2020	4/28/2020	5:30P-6:00P	\$30.00/Per Head	\$21.00/Per Head	\$9.00/Per Head
	2239-C	Tiny Panthers: Kids Karate	5/2/2020	5/23/2020	10:00A-10:30A	\$30.00/Per Head	\$21.00/Per Head	\$9.00/Per Head
	2239-D	Tiny Panthers: Kids Karate	5/5/2020	5/26/2020	5:30P-6:00P	\$30.00/Per Head	\$21.00/Per Head	\$9.00/Per Head
	2240-A	Panthers: Kids Karate	4/4/2020	4/25/2020	10:00A-10:30A	\$30.00/Per Head	\$21.00/Per Head	\$9.00/Per Head
	2240-B	Panthers: Kids Karate	4/7/2020	4/28/2020	5:30P-6:00P	\$30.00/Per Head	\$21.00/Per Head	\$9.00/Per Head
	2240-C	Panthers: Kids Karate	5/2/2020	5/23/2020	10:00A-10:30A	\$30.00/Per Head	\$21.00/Per Head	\$9.00/Per Head
	2240-D	Panthers: Kids Karate	5/5/2020	5/26/2020	5:30P-6:00P	\$30.00/Per Head	\$21.00/Per Head	\$9.00/Per Head
Name	Activity	Description	Beg Date	End Date	Time Period	Program Rate	Instructor Rate	Amount to Recreation
Shelancia Daniel	1949-A	Sewing and Textile Arts	1/28/2020	4/14/2020	4:00P-5:00P	\$150.00/Per Head	\$135.00/Per Head	\$15.00/Per Head
The Creativity Shell	1949-B	Sewing and Textile Arts	1/28/2020	4/14/2020	5:15P-6:15P	\$150.00/Per Head	\$135.00/Per Head	\$15.00/Per Head
Name	Activity	Description	Beg Date	End Date	Time Period	Program Rate	Instructor Rate	Amount to Recreation
Joseph Dean	2702-A	Wilderness Tikes	4/16/2020	5/21/2020	3:30P-5:00P	\$90.00/Per Head	\$80.00/Per Head	\$10.00/Per Head
The Center for Youth: Earthworks	2703-A	Nature Explorers	4/17/2020	5/22/2020	3:30P-5:00P	\$106.00/Per Head	\$96.00/Per Head	\$10.00/Per Head
	2704-A	Family Wilderness Workshop (Adult)	5/16/2020	5/16/2020	10:00A-12:00P	\$10.00/Per Head	\$8.00/Per Head	\$2.00/Per Head
	2704-B	Family Wilderness Workshop (Child)	5/16/2020	5/16/2020	10:00A-12:00P	\$5.00/Per Head	\$4.00/Per Head	\$1.00/Per Head
	2704-C	Family Wilderness Workshop (Adult)	6/13/2020	6/13/2020	10:00A-12:00P	\$10.00/Per Head	\$8.00/Per Head	\$2.00/Per Head
	2704-D	Family Wilderness Workshop (Child)	6/13/2020	6/13/2020	10:00A-12:00P	\$5.00/Per Head	\$4.00/Per Head	\$1.00/Per Head
Name	Activity	Description	Beg Date	End Date	Time Period	Program Rate	Instructor Rate	Amount to Recreation
Anthony DiFabio	2719-A	Little Laxers: Into to Lacrosse	5/12/2020	6/2/2020	5:45P-6:30P	\$53.00/Per Head	\$45.00/Per Head	\$8.00/Per Head
Name	Activity	Description	Beg Date	End Date	Time Period	Program Rate	Instructor Rate	Amount to Recreation
Nora Doebrich	1750-A	Loving Family Yoga (Pair)	2/11/2020	2/11/2020	6:00P-6:45P	\$13.00/Pair	\$10.00/Pair	\$3.00/Pair
Flower City Yoga	1750-B	Loving Family Yoga (Additional Person)	2/11/2020	2/11/2020	6:00P-6:45P	\$3.00/Person	\$3.00/Person	\$0.00/Person
Name	Activity	Description	Beg Date	End Date	Time Period	Program Rate	Instructor Rate	Amount to Recreation
Jennie Fox	1645-A	Preschool Adventures: Frozen Fun	2/3/2020	2/24/2020	5:45P-6:30P	\$37.00/Per Head	\$30.00/Per Head	\$7.00/Per Head
	1646-A	Preschool Adventures: Wild Wild West	3/2/2020	3/16/2020	5:45P-6:30P	\$37.00/Per Head	\$30.00/Per Head	\$7.00/Per Head
	2645-B	Preschool Adventures: Fruits and Veggies	4/20/2020	4/27/2020	5:45P-6:30P	\$22.00/Per Head	\$16.00/Per Head	\$6.00/Per Head
	2646-A	Preschool Adventures: Bubbles, Bubbles!	5/4/2020	5/4/2020	5:45P-6:30P	\$13.00/Per Head	\$9.00/Per Head	\$4.00/Per Head
	2647-A	Preschool Adventures: We're Going on a Picnic	5/11/2020	5/11/2020	5:45P-6:30P	\$13.00/Per Head	\$9.00/Per Head	\$4.00/Per Head
Name	Activity	Description	Beg Date	End Date	Time Period	Program Rate	Instructor Rate	Amount to Recreation
LoriAnn Kessler	1645-B	Preschool Adventures: Frozen Fun	2/7/2020	2/28/2020	11:00A-11:45A	\$37.00/Per Head	\$30.00/Per Head	\$7.00/Per Head
	1646-B	Preschool Adventures: Wild Wild West	3/6/2020	3/20/2020	11:00A-11:45A	\$37.00/Per Head	\$30.00/Per Head	\$7.00/Per Head
	2645-A	Preschool Adventures: Fruits and Veggies	4/17/2020	4/24/2020	11:00A-11:45A	\$22.00/Per Head	\$16.00/Per Head	\$6.00/Per Head
	2646-B	Preschool Adventures: Bubbles, Bubbles!	5/8/2020	5/8/2020	11:00A-11:45A	\$13.00/Per Head	\$9.00/Per Head	\$4.00/Per Head
	2647-B	Preschool Adventures: We're Going on a Picnic	5/15/2020	5/15/2020	11:00A-11:45A	\$13.00/Per Head	\$9.00/Per Head	\$4.00/Per Head

Name	Activity	Description	Beg Date	End Date	Time Period	Program Rate	Instructor Rate	Amount to Recreation
Cyndi Lovejoy	1200-A	Boogie Babies	2/7/2020	2/28/2020	9:30A-10:00A	\$40.00/Per Head	\$30.00/Per Head	\$10.00/Per Head
Stretch and Grow	1200-B	Boogie Babies	3/6/2020	3/27/2020	9:30A-10:00A	\$40.00/Per Head	\$30.00/Per Head	\$10.00/Per Head
	1208-A	Basic Ballet	2/5/2020	3/11/2020	6:10P-6:55P	\$60.00/Per Head	\$48.00/Per Head	\$12.00/Per Head
	1212-A	Ballet and Jazz	2/5/2020	3/11/2020	7:00P-7:45P	\$60.00/Per Head	\$48.00/Per Head	\$12.00/Per Head
	1213-A	Intro to Dance & Movement	2/5/2020	2/26/2020	5:30P-6:00P	\$44.00/Per Head	\$32.00/Per Head	\$12.00/Per Head
	1213-B	Intro to Dance & Movement	3/11/2020	4/1/2020	5:30P-6:00P	\$44.00/Per Head	\$32.00/Per Head	\$12.00/Per Head
	1214-A	Friday Morning Mixer	2/7/2020	2/28/2020	10:10A-10:55A	\$40.00/Per Head	\$30.00/Per Head	\$10.00/Per Head
	1214-B	Friday Morning Mixer	3/6/2020	3/27/2020	10:10A-10:55A	\$40.00/Per Head	\$30.00/Per Head	\$10.00/Per Head
	1215-A	Tiny Tunes Music and Movement	2/5/2020	2/26/2020	5:30P-6:00P	\$39.00/Per Head	\$30.00/Per Head	\$9.00/Per Head
	1215-B	Tiny Tunes Music and Movement	3/11/2020	4/1/2020	5:30P-6:00P	\$39.00/Per Head	\$30.00/Per Head	\$9.00/Per Head
	1226-A	Introduction to Hip Hop	3/25/2020	4/29/2020	7:00P-7:45P	\$60.00/Per Head	\$48.00/Per Head	\$12.00/Per Head
	1861-A	Girl Power! Cheer Squad	2/5/2020	3/25/2020	6:15P-7:00P	\$70.00/Per Head	\$64.00/Per Head	\$6.00/Per Head
	2200-A	Boogie Babies	4/17/2020	5/8/2020	9:30A-10:00A	\$40.00/Per Head	\$30.00/Per Head	\$10.00/Per Head
	2201-A	Under the Sea Dance	5/20/2020	6/10/2020	5:45P-6:30P	\$44.00/Per Head	\$32.00/Per Head	\$12.00/Per Head
	2205-A	Camp Fit: Obstacles & Games	5/12/2020	6/9/2020	5:30P-6:15P	\$49.00/Per Head	\$37.50/Per Head	\$11.50/Per Head
	2206-A	Camp Fit: Mini Ninja Warrior	5/12/2020	6/9/2020	6:25P-7:10P	\$49.00/Per Head	\$37.50/Per Head	\$11.50/Per Head
	2207-A	Girl Power: Zumba with a Twist	4/8/2020	5/13/2020	6:15P-7:00P	\$58.00/Per Head	\$48.00/Per Head	\$10.00/Per Head
	2208-A	Basic Ballet	4/1/2020	5/6/2020	6:10P-6:55P	\$60.00/Per Head	\$48.00/Per Head	\$12.00/Per Head
	2213-A	Intro to Dance and Movement	4/15/2020	5/6/2020	5:30P-6:00P	\$44.00/Per Head	\$32.00/Per Head	\$12.00/Per Head
	2214-A	Friday Morning Mixer	4/17/2020	5/8/2020	10:10A-10:55A	\$40.00/Per Head	\$30.00/Per Head	\$10.00/Per Head
	2215-A	Tiny Tunes Music and Movement	4/15/2020	5/6/2020	5:30P-6:00P	\$39.00/Per Head	\$30.00/Per Head	\$9.00/Per Head
Name	Activity	Description	Beg Date	End Date	Time Period	Program Rate	Instructor Rate	Amount to Recreation
Collavani McLeod	1318-A	Kids' Polymer Clay Class	3/11/2020	3/11/2020	5:45P-6:45P	\$30.00/Per Head	\$25.00/Per Head	\$5.00/Per Head
Coloring On Canvas	1319-A	Jewelry Designing	2/19/2020	2/19/2020	5:45P-6:45P	\$30.00/Per Head	\$25.00/Per Head	\$5.00/Per Head
	1319-B	Jewelry Designing	3/25/2020	3/25/2020	5:45P-6:45P	\$30.00/Per Head	\$25.00/Per Head	\$5.00/Per Head
	1323-A	Let's Get Anime-ted	2/11/2020	2/25/2020	5:45P-6:45P	\$65.00/Per Head	\$60.00/Per Head	\$5.00/Per Head
	1324-A	Coloring on Canvas	2/26/2020	2/26/2020	5:45P-6:45P	\$18.00/Per Head	\$15.00/Per Head	\$3.00/Per Head
	1324-B	Coloring on Canvas	3/17/2020	3/17/2020	5:45P-6:45P	\$18.00/Per Head	\$15.00/Per Head	\$3.00/Per Head
	1325-A	Enchanted Wonderland Pixie Oasis	3/18/2020	3/18/2020	5:45P-6:45P	\$35.00/Per Head	\$30.00/Per Head	\$5.00/Per Head
	2318-A	Kids' Polymer Clay Class	5/12/2020	5/12/2020	5:45P-6:45P	\$30.00/Per Head	\$25.00/Per Head	\$5.00/Per Head
	2319-A	Jewelry Designing	4/15/2020	4/15/2020	5:45P-6:45P	\$30.00/Per Head	\$25.00/Per Head	\$5.00/Per Head
	2323-A	Let's Get Anime-ted	4/14/2020	4/14/2020	5:45P-6:45P	\$65.00/Per Head	\$60.00/Per Head	\$5.00/Per Head
	2324-A	Coloring on Canvas	4/29/2020	4/29/2020	5:45P-6:45P	\$18.00/Per Head	\$15.00/Per Head	\$3.00/Per Head
	2325-A	Enchanted Wonderland Pixie Oasis	4/1/2020	4/1/2020	5:45P-6:45P	\$35.00/Per Head	\$30.00/Per Head	\$5.00/Per Head
	2325-B	Enchanted Wonderland Pixie Oasis	5/13/2020	5/13/2020	5:45P-6:45P	\$35.00/Per Head	\$30.00/Per Head	\$5.00/Per Head
	2326-A	Mother's Day Jewelry Designing	5/6/2020	5/6/2020	5:45P-6:45P	\$30.00/Per Head	\$25.00/Per Head	\$5.00/Per Head
	5137-A	Jewelry Designing for Adults	2/4/2020	2/4/2020	1:30P-2:30P	\$35.00/Per Head	\$30.00/Per Head	\$5.00/Per Head
	5137-B	Jewelry Designing for Adults	2/24/2020	2/24/2020	5:45P-6:45P	\$35.00/Per Head	\$30.00/Per Head	\$5.00/Per Head
	5237-A	Jewelry Designing for Adults	4/7/2020	4/7/2020	1:30P-2:30P	\$35.00/Per Head	\$30.00/Per Head	\$5.00/Per Head
Name	Activity	Description	Beg Date	End Date	Time Period	Program Rate	Instructor Rate	Amount to Recreation
Marc Mandell	2220-A	Little Kickers 3-4 yrs.	5/12/2020	6/2/2020	5:30P-6:00P	\$42.00/Per Head	\$30.00/Per Head	\$12.00/Per Head
	2220-B	Little Kickers 5-6 yrs.	5/12/2020	6/2/2020	6:15P-7:00P	\$48.00/Per Head	\$35.00/Per Head	\$13.00/Per Head
	2220-C	Little Kickers 7-9 yrs.	5/12/2020	6/2/2020	7:15P-8:00P	\$52.00/Per Head	\$37.00/Per Head	\$15.00/Per Head
Name	Activity	Description	Beg Date	End Date	Time Period	Program Rate	Instructor Rate	Amount to Recreation
Andy Paris	1724-A	Tiny Tikes Extra Small Basketball	2/8/2020	2/29/2020	9:45A-10:30A	\$45.00/Per Head	\$32.00/Per Head	\$12.00/Per Head
	1724-B	Tiny Tikes Extra Small Basketball	3/7/2020	3/28/2020	9:45A-10:30A	\$45.00/Per Head	\$32.00/Per Head	\$12.00/Per Head
	1725-A	Tiny Tikes Basketball	2/8/2020	2/29/2020	10:45A-11:30A	\$45.00/Per Head	\$32.00/Per Head	\$12.00/Per Head
	1725-B	Tiny Tikes Basketball	3/7/2020	3/28/2020	10:45A-11:30A	\$45.00/Per Head	\$32.00/Per Head	\$12.00/Per Head
	2724-A	Tiny Tikes Extra Small Basketball	4/18/2020	5/9/2020	9:45A-10:30A	\$45.00/Per Head	\$32.00/Per Head	\$12.00/Per Head
	2725-A	Tiny Tikes Basketball	4/18/2020	5/9/2020	10:45A-11:30A	\$45.00/Per Head	\$32.00/Per Head	\$12.00/Per Head

Name	Activity	Description	Beg Date	End Date	Time Period	Program Rate	Instructor Rate	Amount to Recreation
Samir Patel	1956-A	Snapology: Mechanical Masterminds	1/14/2020	2/11/2020	4:30P-5:30P	\$75.00/Per Head	\$65.00/Per Head	\$10.00/Per Head
	1957-A	Snapology: Ninja Camp	2/17/2020	2/21/2020	4:30P-5:30P	\$139.00/Per Head	\$129.00/Per Head	\$10.00/Per Head
	1965-A	Snapology: Pokemania	2/25/2020	3/31/2020	4:30P-5:30P	\$80.00/Per Head	\$70.00/Per Head	\$10.00/Per Head
	2957-A	Snapology: STEAM Camp	4/6/2020	4/10/2020	9:00A-12:00P	\$139.00/Per Head	\$129.00/Per Head	\$10.00/Per Head
	2962-A	Snapology: Minecraft	4/14/2020	5/5/2020	4:30P-5:30P	\$60.00/Per Head	\$50.00/Per Head	\$10.00/Per Head
	2963-A	Snapology: Mega Machines Programming	5/12/2020	6/2/2020	4:30P-5:30P	\$60.00/Per Head	\$50.00/Per Head	\$10.00/Per Head
	2965-A	Escape Snapology	6/9/2020	6/30/2020	4:30P-5:30P	\$60.00/Per Head	\$50.00/Per Head	\$10.00/Per Head
Name	Activity	Description	Beg Date	End Date	Time Period	Program Rate	Instructor Rate	Amount to Recreation
Rochester Fencing Cub	1742-A	Youth Olympic Fencing	3/4/2020	3/25/2020	5:00P-6:00P	\$89.00/Per Head	\$68.80/Per Head	\$20.20/Per Head
	1743-A	FitKids Fencing	2/24/2020	3/16/2020	5:00P-5:45P	\$52.00/Per Head	\$39.20/Per Head	\$12.80/Per Head
	2742-A	Youth Olympic Fencing	4/18/2020	5/9/2020	10:00A-11:00A	\$89.00/Per Head	\$68.80/Per Head	\$20.20/Per Head
	2742-B	Youth Olympic Fencing	4/29/2020	5/20/2020	5:00P-6:00P	\$89.00/Per Head	\$68.80/Per Head	\$20.20/Per Head
	5001-A	Adult Fencing	2/2/2020	2/23/2020	11:30A-12:30P	\$90.00/Per Head	\$69.60/Per Head	\$24.40/Per Head
	5028-A	Adult Fencing	4/26/2020	5/17/2020	11:30A-12:30P	\$90.00/Per Head	\$69.60/Per Head	\$24.40/Per Head

Adult/Senior Recreational Program Instructor Payouts - Winter/Spring 2020 - Addendum "A"

Name	Activity	Description	Beg Date	End Date	Time Period	Program Rate	Instructor Rate	Amount to Recreation
Carol Lang	5102-A	Fitness Yoga I	1/7/2020	3/24/2020	8:00A-9:00A	\$55.00/Per Head - 1 Day wk \$95.00/Per Head - 2 days wk	\$44.00/Per Head - 1 Day wk \$76.00/Per Head - 2 days wk	\$11.00/Per Head - 1 Day wk \$19.00/Per Head - 2 days wk
	5102-B	Fitness Yoga I	1/9/2020	3/26/2020	8:00A-9:00A	\$55.00/Per Head - 1 Day wk \$95.00/Per Head - 2 days wk	\$44.00/Per Head - 1 Day wk \$76.00/Per Head - 2 days wk	\$11.00/Per Head - 1 Day wk \$19.00/Per Head - 2 days wk
	5103-A	Fitness Yoga II	1/7/2020	3/24/2020	5:30P-6:30P	\$85.00/Per Head	\$68.00/Per Head	\$17.00/Per Head
	5107-A	Motion Promotion	1/7/2020	3/24/2020	10:10A-11:10A	\$50.00/Per Head - 1 Day wk \$65.00/Per Head - 2 days wk	\$40.00/Per Head - 1 Day wk \$52.00/Per Head - 2 days wk	\$10.00/Per Head - 1 Day wk \$13.00/Per Head - 2 days wk
	5107-B	Motion Promotion	1/9/2020	3/26/2020	10:10A-11:10A	\$50.00/Per Head - 1 Day wk \$65.00/Per Head - 2 days wk	\$40.00/Per Head - 1 Day wk \$52.00/Per Head - 2 days wk	\$10.00/Per Head - 1 Day wk \$13.00/Per Head - 2 days wk
	5202-A	Fitness Yoga I	3/31/2020	6/16/2020	8:00A-9:00A	\$55.00/Per Head - 1 Day wk \$95.00/Per Head - 2 days wk	\$44.00/Per Head - 1 Day wk \$76.00/Per Head - 2 days wk	\$11.00/Per Head - 1 Day wk \$19.00/Per Head - 2 days wk
	5202-B	Fitness Yoga I	4/2/2020	6/18/2020	8:00A-9:00A	\$55.00/Per Head - 1 Day wk \$95.00/Per Head - 2 days wk	\$44.00/Per Head - 1 Day wk \$76.00/Per Head - 2 days wk	\$11.00/Per Head - 1 Day wk \$19.00/Per Head - 2 days wk
	5203-A	Fitness Yoga II	3/31/2020	6/16/2020	5:30P-6:30P	\$85.00/Per Head	\$68.00/Per Head	\$17.00/Per Head
	5207-A	Motion Promotion	3/31/2020	6/16/2020	10:10A-11:10A	\$50.00/Per Head - 1 Day wk \$65.00/Per Head - 2 days wk	\$40.00/Per Head - 1 Day wk \$52.00/Per Head - 2 days wk	\$10.00/Per Head - 1 Day wk \$13.00/Per Head - 2 days wk
	5207-B	Motion Promotion	4/2/2020	6/18/2020	10:10A-11:10A	\$50.00/Per Head - 1 Day wk \$65.00/Per Head - 2 days wk	\$40.00/Per Head - 1 Day wk \$52.00/Per Head - 2 days wk	\$10.00/Per Head - 1 Day wk \$13.00/Per Head - 2 days wk
	5210-A	Morning Cardio with Carol	4/3/2020	6/26/2020	8:00A-9:00A	\$65.00/Per Head	\$52.00/Per Head	\$13.00/Per Head
Name	Activity	Description	Beg Date	End Date	Time Period	Program Rate	Instructor Rate	Amount to Recreation
Olena Lylak	5138-A	Modern Quilting with Olena	2/4/2020	4/24/2020	6:00P-7:00P	\$35.00/Per Head	\$25.00/Per Head	\$10.00/Per Head
Name	Activity	Description	Beg Date	End Date	Time Period	Program Rate	Instructor Rate	Amount to Recreation
Sarah Otis	5104-A	Tai Chi	3/9/2020	4/29/2020	10:00A-11:00A	\$20.00/Per Head	\$15.00/Per Head	\$5.00/Per Head
Lifespan of Greater Rochester	5124-A	Matter of Balance	1/16/2020	3/5/2020	10:00A-12:00P	\$20.00/Per Head	\$15.00/Per Head	\$5.00/Per Head
Name	Activity	Description	Beg Date	End Date	Time Period	Program Rate	Instructor Rate	Amount to Recreation
Melissa Salantino	5004-A	Vino and Vernici: Paint and Sip	2/11/2020	2/11/2020	6:00P-8:00P	\$30.00/Per Head	\$25.00/Per Head	\$5.00/Per Head
Name	Activity	Description	Beg Date	End Date	Time Period	Program Rate	Instructor Rate	Amount to Recreation
Terry Slocum	5109-A	Morning Cardio with Terry	1/8/2020	3/25/2020	8:30A-9:30A	\$65.00/Per Head	\$52.00/Per Head	\$13.00/Per Head
	5109-B	Morning Cardio with Terry	4/8/2020	6/24/2020	8:30A-9:30A	\$65.00/Per Head	\$52.00/Per Head	\$13.00/Per Head

Youth Recreational Program Instructor Payouts (Revised) - Winter/Spring 2019 - Addendum "B"

Name	Activity	Description	Beg Date	End Date	Time Period	Program Rate	Instructor Rate	Amount to Recreation
Bill Gray's Iceplex	1738-A	Hockey 102	1/4/2020	2/22/2020	10:10A-11:00A	\$150.00/Per Head	\$130.00/Per Head	\$20.00/Per Head
	1738-B	Hockey 102	2/29/2020	4/18/2020	10:10A-11:00A	\$150.00/Per Head	\$130.00/Per Head	\$20.00/Per Head
	1739-A	Figure Skating 101	1/6/2020	2/24/2020	5:00P-5:50P	\$175.00/Per Head	\$122.50/Per Head	\$52.50/Per Head
	1739-B	Figure Skating 101	1/8/2020	2/26/2020	5:00P-5:50P	\$175.00/Per Head	\$122.50/Per Head	\$52.50/Per Head
	1739-C	Figure Skating 101	3/2/2020	4/20/2020	5:00P-5:50P	\$175.00/Per Head	\$122.50/Per Head	\$52.50/Per Head
	1739-D	Figure Skating 101	3/4/2020	4/22/2020	5:00P-5:50P	\$175.00/Per Head	\$122.50/Per Head	\$52.50/Per Head
	1740-A	Skating 101	1/4/2020	2/22/2020	9:00A-9:50A	\$135.00/Per Head	\$96.00/Per Head	\$39.00/Per Head
	1740-B	Skating 101	1/4/2020	2/22/2020	10:00A-10:50A	\$135.00/Per Head	\$96.00/Per Head	\$39.00/Per Head
	1740-C	Skating 101	1/6/2020	2/24/2020	6:00P-6:50P	\$135.00/Per Head	\$96.00/Per Head	\$39.00/Per Head
	1740-D	Skating 101	1/8/2020	2/26/2020	6:00P-6:50P	\$135.00/Per Head	\$96.00/Per Head	\$39.00/Per Head
	1740-E	Skating 101	2/29/2020	4/18/2020	9:00A-9:50A	\$135.00/Per Head	\$96.00/Per Head	\$39.00/Per Head
	1740-F	Skating 101	2/29/2020	4/18/2020	10:00A-10:50A	\$135.00/Per Head	\$96.00/Per Head	\$39.00/Per Head
	1740-G	Skating 101	3/2/2020	4/20/2020	6:00P-6:50P	\$135.00/Per Head	\$96.00/Per Head	\$39.00/Per Head
	1740-H	Skating 101	3/4/2020	4/22/2020	6:00P-6:50P	\$135.00/Per Head	\$96.00/Per Head	\$39.00/Per Head
	1741-A	Hockey 101	1/4/2020	2/22/2020	9:10A-10:00A	\$0.00/Per Head	\$0.00/Per Head	\$0.00/Per Head
	1741-B	Hockey 101	1/6/2020	2/24/2020	6:10P-7:00P	\$0.00/Per Head	\$0.00/Per Head	\$0.00/Per Head
1741-C	Hockey 101	1/8/2020	2/26/2020	6:10P-7:00P	\$0.00/Per Head	\$0.00/Per Head	\$0.00/Per Head	
1741-D	Hockey 101	2/29/2020	4/18/2020	9:10A-10:00A	\$0.00/Per Head	\$0.00/Per Head	\$0.00/Per Head	
1741-E	Hockey 101	3/2/2020	4/20/2020	6:10P-7:00P	\$0.00/Per Head	\$0.00/Per Head	\$0.00/Per Head	
1741-F	Hockey 101	3/4/2020	4/22/2020	6:10P-7:00P	\$0.00/Per Head	\$0.00/Per Head	\$0.00/Per Head	
Name	Activity	Description	Beg Date	End Date	Time Period	Program Rate	Instructor Rate	Amount to Recreation
Elizabeth Bauld	1515-A	Storybook Cooks: The Mitten	1/30/2020	1/30/2020	5:45P-6:45P	\$15.00/Per Head	\$10.00/Per Head	\$5.00/Per Head
Storybook Cooks	1516-A	Storybook Cooks: The Kissing Hand	2/13/2020	2/13/2020	5:45P-6:45P	\$15.00/Per Head	\$10.00/Per Head	\$5.00/Per Head
	1516-B	Storybook Cooks: Where the Wild Things Are	3/19/2020	3/19/2020	5:45P-6:45P	\$15.00/Per Head	\$10.00/Per Head	\$5.00/Per Head
	1518-A	Storybook Cooks for Tweens: Celebration of Chinese New Year	2/5/2020	2/5/2020	5:45P-6:45P	\$15.00/Per Head	\$10.00/Per Head	\$5.00/Per Head
	1519-A	Storybook Cooks for Tweens: Mardi Gras Celebration	2/12/2020	2/12/2020	5:45P-6:45P	\$15.00/Per Head	\$10.00/Per Head	\$5.00/Per Head
	1519-B	Storybook Cooks for Tweens: St. Patrick's Day Meal	3/11/2020	3/11/2020	5:45P-6:45P	\$15.00/Per Head	\$10.00/Per Head	\$5.00/Per Head
	2515-A	Storybook Cooks: Peter Rabbit	4/2/2020	4/2/2020	5:45P-6:45P	\$15.00/Per Head	\$10.00/Per Head	\$5.00/Per Head
	2518-A	Storybook Cooks for Tweens: Cupcake "Wars"	4/15/2020	4/15/2020	5:45P-6:45P	\$15.00/Per Head	\$10.00/Per Head	\$5.00/Per Head
Name	Activity	Description	Beg Date	End Date	Time Period	Program Rate	Instructor Rate	Amount to Recreation
Jennifer Colombo	1526-A	Music and Movement with Miss Jennifer	2/3/2020	3/9/2020	9:45A-10:30A	\$54.00/Per Head	\$42.50/Per Head	\$11.50/Per Head
	1526-B	Music and Movement with Miss Jennifer	2/6/2020	3/5/2020	5:45P-6:30P	\$54.00/Per Head	\$42.50/Per Head	\$11.50/Per Head
	2526-A	Music and Movement with Miss Jennifer	4/6/2020	5/4/2020	9:45A-10:30A	\$54.00/Per Head	\$42.50/Per Head	\$11.50/Per Head
	2526-B	Music and Movement with Miss Jennifer	4/16/2020	5/14/2020	5:45P-6:30P	\$54.00/Per Head	\$42.50/Per Head	\$11.50/Per Head

Name	Activity	Description	Beg Date	End Date	Time Period	Program Rate	Instructor Rate	Amount to Recreation
Randy Crudup	1239-A	Tiny Panthers: Kids Karate	2/1/2020	2/22/2020	10:00A-10:30A	\$30.00/Per Head	\$21.00/Per Head	\$9.00/Per Head
Crudup's Karate Academy	1239-B	Tiny Panthers: Kids Karate	2/4/2020	2/25/2020	5:30P-6:00P	\$30.00/Per Head	\$21.00/Per Head	\$9.00/Per Head
	1239-C	Tiny Panthers: Kids Karate	3/3/2020	3/24/2020	5:30P-6:00P	\$30.00/Per Head	\$21.00/Per Head	\$9.00/Per Head
	1239-D	Tiny Panthers: Kids Karate	3/7/2020	3/28/2020	10:00A-10:30A	\$30.00/Per Head	\$21.00/Per Head	\$9.00/Per Head
	1240-A	Panthers: Kids Karate	2/1/2020	2/22/2020	10:00A-10:30A	\$30.00/Per Head	\$21.00/Per Head	\$9.00/Per Head
	1240-B	Panthers: Kids Karate	2/4/2020	2/25/2020	5:30P-6:00P	\$30.00/Per Head	\$21.00/Per Head	\$9.00/Per Head
	1240-C	Panthers: Kids Karate	3/3/2020	3/24/2020	5:30P-6:00P	\$30.00/Per Head	\$21.00/Per Head	\$9.00/Per Head
	1240-D	Panthers: Kids Karate	3/7/2020	3/28/2020	10:00A-10:30A	\$30.00/Per Head	\$21.00/Per Head	\$9.00/Per Head
	2239-A	Tiny Panthers: Kids Karate	4/4/2020	4/25/2020	10:00A-10:30A	\$30.00/Per Head	\$21.00/Per Head	\$9.00/Per Head
	2239-B	Tiny Panthers: Kids Karate	4/7/2020	4/28/2020	5:30P-6:00P	\$30.00/Per Head	\$21.00/Per Head	\$9.00/Per Head
	2239-C	Tiny Panthers: Kids Karate	5/2/2020	5/23/2020	10:00A-10:30A	\$30.00/Per Head	\$21.00/Per Head	\$9.00/Per Head
	2239-D	Tiny Panthers: Kids Karate	5/5/2020	5/26/2020	5:30P-6:00P	\$30.00/Per Head	\$21.00/Per Head	\$9.00/Per Head
	2240-A	Panthers: Kids Karate	4/4/2020	4/25/2020	10:00A-10:30A	\$30.00/Per Head	\$21.00/Per Head	\$9.00/Per Head
	2240-B	Panthers: Kids Karate	4/7/2020	4/28/2020	5:30P-6:00P	\$30.00/Per Head	\$21.00/Per Head	\$9.00/Per Head
	2240-C	Panthers: Kids Karate	5/2/2020	5/23/2020	10:00A-10:30A	\$30.00/Per Head	\$21.00/Per Head	\$9.00/Per Head
	2240-D	Panthers: Kids Karate	5/5/2020	5/26/2020	5:30P-6:00P	\$30.00/Per Head	\$21.00/Per Head	\$9.00/Per Head
Name	Activity	Description	Beg Date	End Date	Time Period	Program Rate	Instructor Rate	Amount to Recreation
Shelancia Daniel	1949-A	Sewing and Textile Arts	1/28/2020	4/14/2020	4:00P-5:00P	\$150.00/Per Head	\$135.00/Per Head	\$15.00/Per Head
The Creativity Shell	1949-B	Sewing and Textile Arts	1/28/2020	4/14/2020	5:15P-6:15P	\$150.00/Per Head	\$135.00/Per Head	\$15.00/Per Head
Name	Activity	Description	Beg Date	End Date	Time Period	Program Rate	Instructor Rate	Amount to Recreation
Joseph Dean	2702-A	Wilderness Tikes	4/16/2020	5/21/2020	3:30P-5:00P	\$90.00/Per Head	\$80.00/Per Head	\$10.00/Per Head
The Center for Youth: Earthworks	2703-A	Nature Explorers	4/17/2020	5/22/2020	3:30P-5:00P	\$106.00/Per Head	\$96.00/Per Head	\$10.00/Per Head
	2704-A	Family Wilderness Workshop (Adult)	5/16/2020	5/16/2020	10:00A-12:00P	\$10.00/Per Head	\$8.00/Per Head	\$2.00/Per Head
	2704-B	Family Wilderness Workshop (Child)	5/16/2020	5/16/2020	10:00A-12:00P	\$5.00/Per Head	\$4.00/Per Head	\$1.00/Per Head
	2704-C	Family Wilderness Workshop (Adult)	6/13/2020	6/13/2020	10:00A-12:00P	\$10.00/Per Head	\$8.00/Per Head	\$2.00/Per Head
	2704-D	Family Wilderness Workshop (Child)	6/13/2020	6/13/2020	10:00A-12:00P	\$5.00/Per Head	\$4.00/Per Head	\$1.00/Per Head
Name	Activity	Description	Beg Date	End Date	Time Period	Program Rate	Instructor Rate	Amount to Recreation
Anthony DiFabio	2719-A	Little Laxers: Into to Lacrosse	5/12/2020	6/2/2020	5:45P-6:30P	\$53.00/Per Head	\$45.00/Per Head	\$8.00/Per Head
Name	Activity	Description	Beg Date	End Date	Time Period	Program Rate	Instructor Rate	Amount to Recreation
Nora Doebrich	1750-A	Loving Family Yoga (Pair)	2/11/2020	2/11/2020	6:00P-6:45P	\$13.00/Pair	\$10.00/Pair	\$3.00/Pair
Flower City Yoga	1750-B	Loving Family Yoga (Additional Person)	2/11/2020	2/11/2020	6:00P-6:45P	\$3.00/Person	\$3.00/Person	\$0.00/Person
Name	Activity	Description	Beg Date	End Date	Time Period	Program Rate	Instructor Rate	Amount to Recreation
Jennie Fox	1645-A	Preschool Adventures: Frozen Fun	2/3/2020	2/24/2020	5:45P-6:30P	\$37.00/Per Head	\$30.00/Per Head	\$7.00/Per Head
	1646-A	Preschool Adventures: Wild Wild West	3/2/2020	3/16/2020	5:45P-6:30P	\$37.00/Per Head	\$30.00/Per Head	\$7.00/Per Head
	2645-B	Preschool Adventures: Fruits and Veggies	4/20/2020	4/27/2020	5:45P-6:30P	\$22.00/Per Head	\$16.00/Per Head	\$6.00/Per Head
	2646-A	Preschool Adventures: Bubbles, Bubbles!	5/4/2020	5/4/2020	5:45P-6:30P	\$13.00/Per Head	\$9.00/Per Head	\$4.00/Per Head
	2647-A	Preschool Adventures: We're Going on a Picnic	5/11/2020	5/11/2020	5:45P-6:30P	\$13.00/Per Head	\$9.00/Per Head	\$4.00/Per Head
Name	Activity	Description	Beg Date	End Date	Time Period	Program Rate	Instructor Rate	Amount to Recreation
LoriAnn Kessler	1645-B	Preschool Adventures: Frozen Fun	2/7/2020	2/28/2020	11:00A-11:45A	\$37.00/Per Head	\$30.00/Per Head	\$7.00/Per Head
	1646-B	Preschool Adventures: Wild Wild West	3/6/2020	3/20/2020	11:00A-11:45A	\$37.00/Per Head	\$30.00/Per Head	\$7.00/Per Head
	2645-A	Preschool Adventures: Fruits and Veggies	4/17/2020	4/24/2020	11:00A-11:45A	\$22.00/Per Head	\$16.00/Per Head	\$6.00/Per Head
	2646-B	Preschool Adventures: Bubbles, Bubbles!	5/8/2020	5/8/2020	11:00A-11:45A	\$13.00/Per Head	\$9.00/Per Head	\$4.00/Per Head
	2647-B	Preschool Adventures: We're Going on a Picnic	5/15/2020	5/15/2020	11:00A-11:45A	\$13.00/Per Head	\$9.00/Per Head	\$4.00/Per Head

Name	Activity	Description	Beg Date	End Date	Time Period	Program Rate	Instructor Rate	Amount to Recreation
Cyndi Lovejoy	1200-A	Boogie Babies	2/7/2020	2/28/2020	9:30A-10:00A	\$40.00/Per Head	\$30.00/Per Head	\$10.00/Per Head
Stretch and Grow	1200-B	Boogie Babies	3/6/2020	3/27/2020	9:30A-10:00A	\$40.00/Per Head	\$30.00/Per Head	\$10.00/Per Head
	1208-A	Basic Ballet	2/5/2020	3/11/2020	6:10P-6:55P	\$60.00/Per Head	\$48.00/Per Head	\$12.00/Per Head
	1212-A	Ballet and Jazz	2/5/2020	3/11/2020	7:00P-7:45P	\$60.00/Per Head	\$48.00/Per Head	\$12.00/Per Head
	1213-A	Intro to Dance & Movement	2/5/2020	2/26/2020	5:30P-6:00P	\$44.00/Per Head	\$32.00/Per Head	\$12.00/Per Head
	1213-B	Intro to Dance & Movement	3/11/2020	4/1/2020	5:30P-6:00P	\$44.00/Per Head	\$32.00/Per Head	\$12.00/Per Head
	1214-A	Friday Morning Mixer	2/7/2020	2/28/2020	10:10A-10:55A	\$40.00/Per Head	\$30.00/Per Head	\$10.00/Per Head
	1214-B	Friday Morning Mixer	3/6/2020	3/27/2020	10:10A-10:55A	\$40.00/Per Head	\$30.00/Per Head	\$10.00/Per Head
	1215-A	Tiny Tunes Music and Movement	2/5/2020	2/26/2020	5:30P-6:00P	\$39.00/Per Head	\$30.00/Per Head	\$9.00/Per Head
	1215-B	Tiny Tunes Music and Movement	3/11/2020	4/1/2020	5:30P-6:00P	\$39.00/Per Head	\$30.00/Per Head	\$9.00/Per Head
	1226-A	Introduction to Hip Hop	3/25/2020	4/29/2020	7:00P-7:45P	\$60.00/Per Head	\$48.00/Per Head	\$12.00/Per Head
	1861-A	Girl Power! Cheer Squad	2/5/2020	3/25/2020	6:15P-7:00P	\$70.00/Per Head	\$64.00/Per Head	\$6.00/Per Head
	2200-A	Boogie Babies	4/17/2020	5/8/2020	9:30A-10:00A	\$40.00/Per Head	\$30.00/Per Head	\$10.00/Per Head
	2201-A	Under the Sea Dance	5/20/2020	6/10/2020	5:45P-6:30P	\$44.00/Per Head	\$32.00/Per Head	\$12.00/Per Head
	2205-A	Camp Fit: Obstacles & Games	5/12/2020	6/9/2020	5:30P-6:15P	\$49.00/Per Head	\$37.50/Per Head	\$11.50/Per Head
	2206-A	Camp Fit: Mini Ninja Warrior	5/12/2020	6/9/2020	6:25P-7:10P	\$49.00/Per Head	\$37.50/Per Head	\$11.50/Per Head
	2207-A	Girl Power: Zumba with a Twist	4/8/2020	5/13/2020	6:15P-7:00P	\$58.00/Per Head	\$48.00/Per Head	\$10.00/Per Head
	2208-A	Basic Ballet	4/1/2020	5/6/2020	6:10P-6:55P	\$60.00/Per Head	\$48.00/Per Head	\$12.00/Per Head
	2213-A	Intro to Dance and Movement	4/15/2020	5/6/2020	5:30P-6:00P	\$44.00/Per Head	\$32.00/Per Head	\$12.00/Per Head
	2214-A	Friday Morning Mixer	4/17/2020	5/8/2020	10:10A-10:55A	\$40.00/Per Head	\$30.00/Per Head	\$10.00/Per Head
	2215-A	Tiny Tunes Music and Movement	4/15/2020	5/6/2020	5:30P-6:00P	\$39.00/Per Head	\$30.00/Per Head	\$9.00/Per Head
Name	Activity	Description	Beg Date	End Date	Time Period	Program Rate	Instructor Rate	Amount to Recreation
Collavani McLeod	1318-A	Kids' Polymer Clay Class	3/11/2020	3/11/2020	5:45P-6:45P	\$30.00/Per Head	\$25.00/Per Head	\$5.00/Per Head
Coloring On Canvas	1319-A	Jewelry Designing	2/19/2020	2/19/2020	5:45P-6:45P	\$30.00/Per Head	\$25.00/Per Head	\$5.00/Per Head
	1319-B	Jewelry Designing	3/25/2020	3/25/2020	5:45P-6:45P	\$30.00/Per Head	\$25.00/Per Head	\$5.00/Per Head
	1323-A	Let's Get Anime-ted	2/11/2020	2/25/2020	5:45P-6:45P	\$65.00/Per Head	\$60.00/Per Head	\$5.00/Per Head
	1324-A	Coloring on Canvas	2/26/2020	2/26/2020	5:45P-6:45P	\$18.00/Per Head	\$15.00/Per Head	\$3.00/Per Head
	1324-B	Coloring on Canvas	3/17/2020	3/17/2020	5:45P-6:45P	\$18.00/Per Head	\$15.00/Per Head	\$3.00/Per Head
	1325-A	Enchanted Wonderland Pixie Oasis	3/18/2020	3/18/2020	5:45P-6:45P	\$35.00/Per Head	\$30.00/Per Head	\$5.00/Per Head
	2318-A	Kids' Polymer Clay Class	5/12/2020	5/12/2020	5:45P-6:45P	\$30.00/Per Head	\$25.00/Per Head	\$5.00/Per Head
	2319-A	Jewelry Designing	4/15/2020	4/15/2020	5:45P-6:45P	\$30.00/Per Head	\$25.00/Per Head	\$5.00/Per Head
	2323-A	Let's Get Anime-ted	4/14/2020	4/14/2020	5:45P-6:45P	\$65.00/Per Head	\$60.00/Per Head	\$5.00/Per Head
	2324-A	Coloring on Canvas	4/29/2020	4/29/2020	5:45P-6:45P	\$18.00/Per Head	\$15.00/Per Head	\$3.00/Per Head
	2325-A	Enchanted Wonderland Pixie Oasis	4/1/2020	4/1/2020	5:45P-6:45P	\$35.00/Per Head	\$30.00/Per Head	\$5.00/Per Head
	2325-B	Enchanted Wonderland Pixie Oasis	5/13/2020	5/13/2020	5:45P-6:45P	\$35.00/Per Head	\$30.00/Per Head	\$5.00/Per Head
	2326-A	Mother's Day Jewelry Designing	5/6/2020	5/6/2020	5:45P-6:45P	\$30.00/Per Head	\$25.00/Per Head	\$5.00/Per Head
	5137-A	Jewelry Designing for Adults	2/4/2020	2/4/2020	1:30P-2:30P	\$35.00/Per Head	\$30.00/Per Head	\$5.00/Per Head
	5137-B	Jewelry Designing for Adults	2/24/2020	2/24/2020	5:45P-6:45P	\$35.00/Per Head	\$30.00/Per Head	\$5.00/Per Head
	5237-A	Jewelry Designing for Adults	4/7/2020	4/7/2020	1:30P-2:30P	\$35.00/Per Head	\$30.00/Per Head	\$5.00/Per Head
Name	Activity	Description	Beg Date	End Date	Time Period	Program Rate	Instructor Rate	Amount to Recreation
Icon Production, LLC	2220-A	Little Kickers 3-4 yrs.	5/12/2020	6/2/2020	5:30P-6:00P	\$42.00/Per Head	\$30.00/Per Head	\$12.00/Per Head
Marc Mandell	2220-B	Little Kickers 5-6 yrs.	5/12/2020	6/2/2020	6:15P-7:00P	\$48.00/Per Head	\$35.00/Per Head	\$13.00/Per Head
	2220-C	Little Kickers 7-9 yrs.	5/12/2020	6/2/2020	7:15P-8:00P	\$52.00/Per Head	\$37.00/Per Head	\$15.00/Per Head
Name	Activity	Description	Beg Date	End Date	Time Period	Program Rate	Instructor Rate	Amount to Recreation
Andy Paris	1724-A	Tiny Tikes Extra Small Basketball	2/8/2020	2/29/2020	9:45A-10:30A	\$45.00/Per Head	\$32.00/Per Head	\$12.00/Per Head
	1724-B	Tiny Tikes Extra Small Basketball	3/7/2020	3/28/2020	9:45A-10:30A	\$45.00/Per Head	\$32.00/Per Head	\$12.00/Per Head
	1725-A	Tiny Tikes Basketball	2/8/2020	2/29/2020	10:45A-11:30A	\$45.00/Per Head	\$32.00/Per Head	\$12.00/Per Head
	1725-B	Tiny Tikes Basketball	3/7/2020	3/28/2020	10:45A-11:30A	\$45.00/Per Head	\$32.00/Per Head	\$12.00/Per Head
	2724-A	Tiny Tikes Extra Small Basketball	4/18/2020	5/9/2020	9:45A-10:30A	\$45.00/Per Head	\$32.00/Per Head	\$12.00/Per Head
	2725-A	Tiny Tikes Basketball	4/18/2020	5/9/2020	10:45A-11:30A	\$45.00/Per Head	\$32.00/Per Head	\$12.00/Per Head
Name	Activity	Description	Beg Date	End Date	Time Period	Program Rate	Instructor Rate	Amount to Recreation
Samir Patel	1956-A	Snapology: Mechanical Masterminds	1/14/2020	2/11/2020	4:30P-5:30P	\$75.00/Per Head	\$65.00/Per Head	\$10.00/Per Head
	1957-A	Snapology: Ninja Camp	2/17/2020	2/21/2020	4:30P-5:30P	\$139.00/Per Head	\$129.00/Per Head	\$10.00/Per Head
	1965-A	Snapology: Pokemania	2/25/2020	3/31/2020	4:30P-5:30P	\$80.00/Per Head	\$70.00/Per Head	\$10.00/Per Head
	2957-A	Snapology: STEAM Camp	4/6/2020	4/10/2020	9:00A-12:00P	\$139.00/Per Head	\$129.00/Per Head	\$10.00/Per Head
	2962-A	Snapology: Minecraft	4/14/2020	5/5/2020	4:30P-5:30P	\$60.00/Per Head	\$50.00/Per Head	\$10.00/Per Head
	2963-A	Snapology: Mega Machines Programming	5/12/2020	6/2/2020	4:30P-5:30P	\$60.00/Per Head	\$50.00/Per Head	\$10.00/Per Head
	2965-A	Escape Snapology	6/9/2020	6/30/2020	4:30P-5:30P	\$60.00/Per Head	\$50.00/Per Head	\$10.00/Per Head
Name	Activity	Description	Beg Date	End Date	Time Period	Program Rate	Instructor Rate	Amount to Recreation

Rochester Fencing Cub	1742-A	Youth Olympic Fencing	3/4/2020	3/25/2020	5:00P-6:00P	\$89.00/Per Head	\$68.80/Per Head	\$20.20/Per Head
	1743-A	FitKids Fencing	2/24/2020	3/16/2020	5:00P-5:45P	\$52.00/Per Head	\$39.20/Per Head	\$12.80/Per Head
	2742-A	Youth Olympic Fencing	4/18/2020	5/9/2020	10:00A-11:00A	\$89.00/Per Head	\$68.80/Per Head	\$20.20/Per Head
	2742-B	Youth Olympic Fencing	4/29/2020	5/20/2020	5:00P-6:00P	\$89.00/Per Head	\$68.80/Per Head	\$20.20/Per Head
	5001-A	Adult Fencing	2/2/2020	2/23/2020	11:30A-12:30P	\$90.00/Per Head	\$69.60/Per Head	\$24.40/Per Head
	5028-A	Adult Fencing	4/26/2020	5/17/2020	11:30A-12:30P	\$90.00/Per Head	\$69.60/Per Head	\$24.40/Per Head

Adult/Senior Recreational Program Instructor Payouts (Revised) - Winter/Spring 2020 - Addendum "B"

Name	Activity	Description	Beg Date	End Date	Time Period	Program Rate	Instructor Rate	Amount to Recreation
Beverly Heberger		Silver Sneakers Classic (Tues./Thurs.)	3/1/2020	12/31/2020	9:05A-10:05A	\$2.50/registrant/class	\$25/class paid with Healthways Grant	Healthways Grant to Town \$500/Month
Name	Activity	Description	Beg Date	End Date	Time Period	Program Rate	Instructor Rate	Amount to Recreation
Carol Lang	5102-A	Fitness Yoga I	1/7/2020	3/24/2020	8:00A-9:00A	\$55.00/Per Head - 1 Day wk \$95.00/Per Head - 2 days wk	\$44.00/Per Head - 1 Day wk \$76.00/Per Head - 2 days wk	\$11.00/Per Head - 1 Day wk \$19.00/Per Head - 2 days wk
	5102-B	Fitness Yoga I	1/9/2020	3/26/2020	8:00A-9:00A	\$55.00/Per Head - 1 Day wk \$95.00/Per Head - 2 days wk	\$44.00/Per Head - 1 Day wk \$76.00/Per Head - 2 days wk	\$11.00/Per Head - 1 Day wk \$19.00/Per Head - 2 days wk
	5103-A	Fitness Yoga II	1/7/2020	3/24/2020	5:30P-6:30P	\$85.00/Per Head	\$68.00/Per Head	\$17.00/Per Head
	5107-A	Motion Promotion	1/7/2020	3/24/2020	10:10A-11:10A	\$50.00/Per Head - 1 Day wk \$65.00/Per Head - 2 days wk	\$40.00/Per Head - 1 Day wk \$52.00/Per Head - 2 days wk	\$10.00/Per Head - 1 Day wk \$13.00/Per Head - 2 days wk
	5107-B	Motion Promotion	1/9/2020	3/26/2020	10:10A-11:10A	\$50.00/Per Head - 1 Day wk \$65.00/Per Head - 2 days wk	\$40.00/Per Head - 1 Day wk \$52.00/Per Head - 2 days wk	\$10.00/Per Head - 1 Day wk \$13.00/Per Head - 2 days wk
	5202-A	Fitness Yoga I	3/31/2020	6/16/2020	8:00A-9:00A	\$55.00/Per Head - 1 Day wk \$95.00/Per Head - 2 days wk	\$44.00/Per Head - 1 Day wk \$76.00/Per Head - 2 days wk	\$11.00/Per Head - 1 Day wk \$19.00/Per Head - 2 days wk
	5202-B	Fitness Yoga I	4/2/2020	6/18/2020	8:00A-9:00A	\$55.00/Per Head - 1 Day wk \$95.00/Per Head - 2 days wk	\$44.00/Per Head - 1 Day wk \$76.00/Per Head - 2 days wk	\$11.00/Per Head - 1 Day wk \$19.00/Per Head - 2 days wk
	5203-A	Fitness Yoga II	3/31/2020	6/16/2020	5:30P-6:30P	\$85.00/Per Head	\$68.00/Per Head	\$17.00/Per Head
	5207-A	Motion Promotion	3/31/2020	6/16/2020	10:10A-11:10A	\$50.00/Per Head - 1 Day wk \$65.00/Per Head - 2 days wk	\$40.00/Per Head - 1 Day wk \$52.00/Per Head - 2 days wk	\$10.00/Per Head - 1 Day wk \$13.00/Per Head - 2 days wk
	5207-B	Motion Promotion	4/2/2020	6/18/2020	10:10A-11:10A	\$50.00/Per Head - 1 Day wk \$65.00/Per Head - 2 days wk	\$40.00/Per Head - 1 Day wk \$52.00/Per Head - 2 days wk	\$10.00/Per Head - 1 Day wk \$13.00/Per Head - 2 days wk
	5210-A	Morning Cardio with Carol	4/3/2020	6/26/2020	8:00A-9:00A	\$65.00/Per Head	\$52.00/Per Head	\$13.00/Per Head
Name	Activity	Description	Beg Date	End Date	Time Period	Program Rate	Instructor Rate	Amount to Recreation
Olena Lylak	5138-A	Modern Quilting with Olena	2/4/2020	4/24/2020	6:00P-7:00P	\$35.00/Per Head	\$25.00/Per Head	\$10.00/Per Head
Name	Activity	Description	Beg Date	End Date	Time Period	Program Rate	Instructor Rate	Amount to Recreation
Sarah Otis	5104-A	Tai Chi	3/9/2020	4/29/2020	10:00A-11:00A	\$20.00/Per Head	\$15.00/Per Head	\$5.00/Per Head
Lifespan of Greater Rochester	5124-A	Matter of Balance	1/16/2020	3/5/2020	10:00A-12:00P	\$20.00/Per Head	\$15.00/Per Head	\$5.00/Per Head
Name	Activity	Description	Beg Date	End Date	Time Period	Program Rate	Instructor Rate	Amount to Recreation
Virginia Pizzarello		Silver Sneakers Cardio Circuit (Wed./Fri.)	3/1/2020	12/31/2020	9:05A-10:05A	\$2.50/registrant/class	\$25/class paid with Healthways Grant	Healthways Grant to Town \$500/Month
Name	Activity	Description	Beg Date	End Date	Time Period	Program Rate	Instructor Rate	Amount to Recreation
Melissa Salantino	5004-A	Vino and Vernici: Paint and Sip	2/11/2020	2/11/2020	6:00P-8:00P	\$30.00/Per Head	\$25.00/Per Head	\$5.00/Per Head
Name	Activity	Description	Beg Date	End Date	Time Period	Program Rate	Instructor Rate	Amount to Recreation
Terry Slocum	5109-A	Morning Cardio with Terry	1/8/2020	3/25/2020	8:30A-9:30A	\$65.00/Per Head	\$52.00/Per Head	\$13.00/Per Head
	5109-B	Morning Cardio with Terry	4/8/2020	6/24/2020	8:30A-9:30A	\$65.00/Per Head	\$52.00/Per Head	\$13.00/Per Head

EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION AUTHORIZING THE AMENDMENT OF THE SKYVIEW ON THE RIDGE PAYMENT IN LIEU OF TAXES AGREEMENT

At the regular 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 17th day of March, 2020 at 7:00 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 (the “Company”) has been engaged in a project to renovate and redevelop the former Irondequoit Mall, to occur in several phases; and

WHEREAS, pursuant to Town Board Resolution No. 2017-326, the Town Board gave its support to the application of the Company for a custom payment in lieu of taxes agreement (“COMIDA PILOT”) with the County of Monroe Industrial Development Agency d/b/a Imagine Monroe (“COMIDA”) for several parcels of property at the former Irondequoit Mall, including the parcel of property identified by tax parcel number 092.05-1-85.103 (“Lot 103”); and

WHEREAS, on January 30, 2019, the Company leased to the Town (the “Lease”) a portion of Lot 103 for the development and construction of the Irondequoit Community Center (the “Lot 103 Project”); and

WHEREAS, the Company has applied for financing to perform its obligations with respect to the Lot 103 Project, and as a condition of the financing, the Company’s lender, Five Star Bank, has required that Lot 103 be subject to a payment in lieu of taxes agreement separate from the COMIDA PILOT; and

WHEREAS, COMIDA has asked the Town to acknowledge and agree to an amendment and restatement of the COMIDA PILOT for the removal of Lot 103; and

WHEREAS, the Town Board has previously determined, and continues to determine, that the redevelopment of the former Irondequoit Mall is in the best interests of the Town; and

WHEREAS, the Town Board has determined that an amendment and restatement of the COMIDA PILOT to remove Lot 103 is in the best interests of the Town.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board supports the amendment and restatement of the COMIDA PILOT to remove Lot 103 on the terms substantially similar to those attached hereto and made a part hereof as Exhibit A, or as approved by the Attorney for the Town.

AND, THEREFORE, BE IT FURTHER RESOLVED, that the Town Board hereby authorizes the Town Supervisor to provide a copy of this resolution to COMIDA and to sign any and all documents necessary to indicate the Town's support.

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

(Amended and Restated COMIDA PILOT)

COUNTY OF MONROE INDUSTRIAL DEVELOPMENT AGENCY
D/B/A IMAGINE MONROE ~~POWERED BY COMIDA~~

AND

1733 RIDGE RD LLC

AMENDED AND RESTATED PAYMENT IN LIEU OF TAX AGREEMENT

Tax Map Numbers

See Schedule A

Dated as of ~~February~~January 1, ~~2019~~2020

Affected Taxing Jurisdictions:

County of Monroe
Town of Irondequoit
East Irondequoit Central School District

AMENDED AND RESTATED PAYMENT IN LIEU OF TAX AGREEMENT

THIS AMENDED AND RESTATED PAYMENT IN LIEU OF TAX AGREEMENT (as so amended and restated, the "PILOT Agreement"), dated as of the 1st day of ~~February, 2019~~January, 2020 is by and between the **COUNTY OF MONROE INDUSTRIAL DEVELOPMENT AGENCY D/B/A IMAGINE MONROE** ~~POWERED BY COMIDA~~, a public benefit corporation of the State of New York, having its offices at ~~8100 CityPlace~~, 50 West Main Street, Rochester, New York 14614 (the "Agency") and **1733 RIDGE RD LLC**, a New York limited liability company formed and validly existing under the laws of the State of New York with offices at 550 Latona Road, Building E, Suite 501, Rochester, New York 14626 (the "Company"); and acknowledged and agreed to by the **TOWN OF IRONDEQUOIT; THE COUNTY OF MONROE AND THE EAST IRONDEQUOIT** CENTRAL SCHOOL DISTRICT.

WITNESSETH:

WHEREAS, the Agency was created by Chapter 55 of the Laws of 1972 of the State of New York pursuant to Title I of Article 18-A of the General Municipal Law of the State of New York (collectively, the "Act") as a body corporate and politic and as a public benefit corporation of the State of New York; and

WHEREAS, the Company has previously requested the Agency to assist ~~in~~with a certain project (the "Project") consisting of the renovation and equipping of interior space, the installation of a new roof and exterior landscaping improvements (collectively, the "Improvements") at the former Irondequoit Mall ~~located on Medley Center Parkway, more particularly described as tax map numbers 092.05-1-88.104; 092.05-1-85.2; 092.05-1-86; 092.05-1-85.101; 092.05-1-85.102; 092.05-1-85.105; 092.05-1-9; and 092.05-1-20.1 (the "Project Parcels"), as more particularly described on Schedule A attached hereto, and 092.05-1-85.103 ("Lot 103")~~ in the Town of Irondequoit, New York (the "Existing Improvements"); and, together with the Improvements and the Project Parcels, the "Facility"), ~~as more particularly described on Schedule A attached hereto~~; for use as multi-tenant office, mixed-use and flex space (the "Project Use"); and

WHEREAS, ~~the Agency has agreed to lease the Facility to the Company; and effective February 1, 2019, the Agency and the Company entered into a lease agreement whereby the Company leased the Facility to the Agency (the "Lease Agreement") and a related leaseback agreement whereby the Agency leased the Facility back to the Company (the "Leaseback Agreement"); all in contemplation of entering into a PILOT Agreement effective February 1, 2019, to assist with the Project; and~~

WHEREAS, Skyview Phase I LLC, a New York limited liability company formed and validly existing under the laws of the State of New York (hereinafter referred to as "Skyview"), is undertaking the next phase of the Project (the "Lot 103 Project") consisting of: (A) the retention by the Agency of a leasehold interest in Lot 103; (B) the renovation and equipping of interior space (the "Lot 103 Improvements") within the former Irondequoit Mall; and (C) the acquisition and installation therein, thereon or thereabout of certain machinery, equipment and related personal property (the "Lot 103 Equipment" and, together with Lot 103 and the Lot 103 Improvements, the "Lot 103 Facility") for use as [_____]; and

WHEREAS, as a condition to financing the Lot 103 Project, Five Star Bank (the "Lender") has required that the Lot 103 Facility receive financial assistance, including, but not limited to a real property tax abatement contemplated pursuant to a certain PILOT Agreement, dated as of January 1, 2020 (the "Lot 103 PILOT Agreement"), by and between the Agency and Skyview, and separate from the Project Parcels; and

WHEREAS, to satisfy the Lender's condition, the Company conveyed its interest in Lot 103 to Skyview; and

WHEREAS, as a result of the Company's conveyance of Lot 103 Skyview, Lot 103 is no longer subject to this PILOT Agreement and is subject to the Lot 103 PILOT Agreement; and

WHEREAS, pursuant to Section 874(1) of the Act, the Agency is exempt from the payment of taxes imposed upon real property and improvements owned by it or under its jurisdiction, control or supervision other than special ad valorem levies, special assessments and service charges against real property, which are or may be imposed for special improvements or special district improvements; and

WHEREAS, the Agency and the Company deem it necessary and proper to enter into an agreement making provisions for payments in lieu of taxes by the Company directly to the Agency and for the benefit of (i) the County of Monroe, New York (the "County"), (ii) the East Irondequoit Central School District (the "School") and (iii) the Town of Irondequoit (the "Town" and, collectively with the County and the School, the "Affected Taxing Jurisdictions").

NOW, THEREFORE, in consideration of the covenants herein contained, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

Section 1 - Payment in Lieu of Ad Valorem Taxes:

Section 1.1 A. By the taxable status date (**March 1, 2019**) (the "Taxable Status Date") of New York State, the Agency completed and filed the Form RP-412-a "Application For Real Property Tax Exemption" (the "Exemption Application") under Section 412-a of the New York State Real Property Tax Law ("RPTL") and Section 874 of the Act and the approval of the Exemption Application by the appropriate assessors or Board of Assessment Review. As such, the Facility shall be exempt from Real Estate Taxes commencing with the **2020** Town and County tax ~~year~~ years and the **2019-2020** School tax year. For purposes of the foregoing, "Real Estate Taxes" means all general levy real estate taxes levied against the Facility by the Town, County and School. The Company has provided to the Agency the information necessary for the completion and filing of the Exemption Application and shall provide such additional information and take such actions as are required by the appropriate assessors or Board of Assessment Review. Notwithstanding anything contained herein, in the Lease Agreement, or in the Leaseback Agreement, ~~dated as of February 1, 2019 (the "Leaseback Agreement"), by and between the Agency and the Company~~, to the contrary, in the event the exemption from Real Estate Taxes is denied for any reason, the Company shall pay (and hereby agrees to pay) all Real Estate Taxes levied upon the Facility as they become due. After giving written notice to the Agency, the Company may in good faith contest the denial of the Exemption Application,

provided that (i) the overall operating efficiency of the Facility is not impaired and the Facility continues to qualify as a "project" under the Act; (ii) neither the Facility nor any part of or interest in it would be in any danger of being sold, forfeited or lost; or (iii) neither the Company nor the Agency, as a result of such contest, shall be in any danger of any civil or criminal liability. The Company hereby waives any claim or cause of action against the Agency, and releases the Agency from any liability to the Company, arising from the denial of an exemption from Real Estate Taxes except to the extent that such denial results solely from the failure of the Agency to file the Exemption Application with the appropriate assessors or Board of Assessment Review by the Taxable Status Date.

B. Payee. As long as the Facility is leased to the Agency or under its jurisdiction, control or supervision, the Company agrees to pay annually directly to the Affected Taxing Jurisdictions, as a payment in lieu of taxes, within thirty (30) days of receipt of the invoice for payment of taxes (the "Payment Date"), commencing with the invoice for the **2019-2020** School tax year and the invoice for the **2020** Town and County tax ~~year~~years, an amount equal to the payments set forth on **Schedule B** or **Schedule C**, as applicable ("PILOT Payment"). The Company shall make all other payments due hereunder without further notice or invoicing from the Agency, any Affected Taxing Jurisdiction or any other party.

The parties agree and acknowledge that payments received hereunder are to obtain revenues for public purposes, and to provide a revenue source that the Affected Taxing Jurisdictions would otherwise lose because the subject parcels are not on the tax rolls.

Section 1.2 Period of Benefits.

(A) The tax benefits provided for herein should be deemed to include (i) the **2019-2020** School tax year through no later than the **2043-2044** School tax year, and (ii) the **2020** Town and County ~~and Town~~-tax ~~year~~years through no later than the **2044** Town and County ~~and Town~~-tax ~~year~~years.

(B) Commencing with the 2019-2020 School tax year and the 2020 Town and County ~~and Town~~-tax ~~years~~year (and for any subsequent tax year through and including the 2023-2024 School tax year and the 2024 Town and County ~~and Town~~ tax years), if applicable pursuant to Section 1.2(C)), the Company shall make payments directly to the Affected Taxing Jurisdictions in the amounts set forth on **Schedule B** for all parcels identified on **Schedule A**, as such parcels and related tax map numbers and addresses may be consolidated or subdivided from time to time (collectively the "Parcels", and individually a "Parcel"). With respect to **Schedule A**, the Company agrees that in the event a Parcel is consolidated or subdivided, the Base Valuation (as defined on **Schedule A**) for that Parcel shall be allocated to the new and/or existing Parcels so that the Base Valuation (as such term is used in **Schedule A**) for all of the Parcels continues to equal ~~\$5,200,000~~4,850,000.

(C) Upon the earlier of (1) the date of issuance of a certificate of occupancy by the Town of Irondequoit or other appropriate municipal agency for a building or structure on a Parcel ("COO") (note: the foregoing is applicable only to buildings or structures receiving a COO on or after March 1, 2019), or (2) the 2024-2025 School tax year and the 2025 Town and County ~~and Town~~ tax years, the Company shall make payments for such Parcel directly to the Affected Taxing Jurisdictions in the amounts set forth on **Schedule C**, as applicable. For the avoidance of

doubt, the parties contemplate and agree that the Parcels shall be phased into payments set forth on **Schedule C** when a COO is issued for a building or structure located on a Parcel; *provided, however*, effective for the 2024-2025 School tax year and the 2025 Town and County~~and Town~~ tax years, the Company shall make PILOT Payments for all Parcels as set forth on **Schedule C**, regardless of whether a COO has been issued.

Notwithstanding anything to the contrary contained herein, the Project is comprised of multiple phases, such that the twenty (20) year benefit period will commence and run separately with respect to each Parcel, as set forth in the preceding paragraph.

Section 1.3_ Notice of COO. Within thirty (30) days of the receipt of a COO for a building or structure located on a Parcel, the Company shall: (1) complete and execute the ~~form under~~Notice of Certificate of Occupancy form attached hereto as Appendix A; and (2) send the executed form to the Agency, each Affected Tax Jurisdiction and the applicable assessor's office. Notwithstanding the foregoing, the Town of Irondequoit has the right but not the obligation to notice the other Affected Taxing Jurisdictions that a COO has been issued for a building or structure located on a Parcel.

Section 1.4_ Term. This PILOT Agreement shall expire for each Parcel twenty (20) years after a building or structure located on ~~the~~such Parcel receives a COO, but in no event later than **December 31, 2044**; *provided, however*, the Company shall pay the **2044-2045** School tax bill and the **2045** Town and County~~and Town~~ tax bills on the dates and in the amounts as if the Agency were not in title on the tax status date with respect to said tax years. In no event shall the Company be entitled to receive tax benefits relative to the Facility for more than the periods provided for herein, unless the period is extended by amendment to this PILOT Agreement executed by both parties after any applicable public hearings. The Company agrees that it will not seek any tax exemption for the Facility which could provide benefits for more than the periods provided for herein and specifically agrees that the exemptions provided for herein, to the extent actually received (based on the number of lease years elapsed), supersede and are in substitution of the exemptions provided by Section 485-b of the New York Real Property Tax Law ("RPTL"). It is hereby agreed and understood that the Affected Taxing Jurisdictions can rely upon and enforce the above waiver to the same extent as if they were signatories hereto.

Section 1.5_ Payment. Each Affected Taxing Jurisdiction shall be responsible for calculating the payment due to it hereunder and invoicing the Company directly pursuant to this PILOT Agreement. To the extent that an Affected Taxing Jurisdiction ("ATJ-A") calculates the payment due hereunder and/or bills on behalf of another Affected Taxing Jurisdiction ("ATJ-B"), ATJ-B hereby waives, releases, and covenants not to sue ATJ-A with respect to any claims it may have against ATJ-A related to its calculations and/or billing of payment under Section 1, **Schedule B**, and/or **Schedule C** of this PILOT Agreement.

Section 2 - Special District Charges, Special Assessments and other Charges. Special district charges, special assessments, and special ad valorem levies (specifically including but not limited to fire district charges), and pure water charges and sewer charges are to be paid in full in accordance with normal billing practices.

Section 3 - Transfer of Facility. In the event that the Facility is transferred from the Agency to the Company (i.e., the lease/leaseback agreements are terminated), and the Company

is ineligible for a continued tax exemption under some other tax incentive program, or this PILOT Agreement terminates and the property is not timely transferred back to the Company, the Company agrees to pay no later than the next tax lien date (plus any applicable grace period), to each of the Affected Taxing Jurisdictions, an amount equal to the taxes and assessments which would have been levied on the Facility if the Facility had been classified as fully taxable as of the date of transfer or loss of eligibility of all or a portion of the exemption described herein or date of termination.

Section 4 - Assessment Challenges.

4.1 The Company shall have all of the rights and remedies of a taxpayer with respect to any proposed change in assessment of the Facility by any of the Affected Taxing Jurisdictions, provided however, the Company may not challenge the Base Valuation set forth in **Schedule A**. The Company shall be entitled to protest before and be heard by the appropriate assessors or Board of Assessment Review, and shall be entitled to take any and all appropriate appeals or initiate any proceedings to review the validity or amount of the change in any assessment or the validity or amount of any tax equivalent provided for herein.

4.2 The Company shall have all of the rights and remedies of a taxpayer with respect to any tax, service charge, special benefit, ad valorem levy, assessment, or special assessment or service charge in lieu of which the Company is obligated to make a payment pursuant to this PILOT Agreement.

4.3 The Company shall (i) cause the appropriate real estate tax assessment office and tax levy officers to assess the Facility and apply tax rates to the respective assessments, and (ii) file any accounts or tax returns required by the appropriate real estate tax assessment office and tax levy officers.

Section 5 - Changes in Law. To the extent the Facility is declared to be subject to taxation or assessment by an amendment to the Act, other legislative change, or by final judgment of a court of competent jurisdiction, the obligations of the Company hereunder shall, to such extent, be null and void.

Section 6 - Events of Default.

6.1 If payments are not made as provided for herein, the Agency and/or Affected Taxing Jurisdictions, individually or collectively, shall be entitled to pursue any and all remedies afforded them at law or in equity, including but not limited to terminating this PILOT ~~agreement~~[Agreement](#) and transferring the Parcels back to the Company.

Notwithstanding anything contained herein to the contrary, upon the occurrence of (i) the sale or closure of the Facility; (ii) a significant unapproved change in use of the Facility from the Project Use; (iii) the Company abandons or otherwise vacates the County of Monroe; (iv) the failure by the Company to make any payments required under this PILOT Agreement by the last day of any applicable period within which said payment can be made without penalty; or (v) the breach of covenants or event of default under that certain Leaseback Agreement (singularly or collectively an "Event of Default"), the Agency shall have the right to recapture real property tax abatements provided hereunder pursuant to the following schedule:

Year of Recapture	Percent of Recapture, Applicable to Current Year and All Prior Years
1	100%
2	100%
3	100%
4	100%
5	50%
6	50%
7	50%
8	50%
9	25%
10	25%
After year 10	At Agency's Discretion, 25% or Less

Any such recapture is at the sole and exclusive discretion of the Agency. The Agency shall notify the Company in writing of such Event of Default and of its intent to recapture the PILOT benefits (or any portion thereof). Any and all recaptured payments received pursuant to this provision shall be remitted to the Affected Taxing Jurisdictions on a pro rata basis within sixty (60) days of receipt of payment.

6.2 If payments pursuant to Section 6.1 herein are not made by the due dates, or any PILOT Payments or if any other payment required to be made hereunder is not made by the last day of any applicable cure period within which said payment can be made without penalty, the Company shall pay penalties and interest as follows: With respect to payments to be made pursuant to Section 6.1 herein, if said payment is not received by the due date defined in Section 6.1 herein, the Company shall pay, in addition to said payment, (i) a late payment penalty equal to five percent (5%) of the amount due and (ii) for each month, or any part thereof, that any such payment is delinquent beyond the first month, interest on the total amount due plus a late payment penalty, in an amount equal to one percent (1%) of the amount due per month. With respect to all other payments due hereunder, if said payment is not paid within any applicable cure period, the Company shall pay, in addition to said payment, the greater of the applicable penalties and interest hereunder, or penalties and interest which would have been incurred had payments made hereunder been tax payments to the Affected Taxing Jurisdictions.

Section 7 - Assignment. No portion of any interest in this PILOT Agreement may be assigned by the Company, nor shall any person other than the Company be entitled to succeed to or otherwise obtain any benefits of the Company hereunder without the prior written consent of the Agency, which shall not be unreasonably withheld, conditioned, or delayed; provided, however, that if and to the extent Section 6.3 of the Leaseback Agreement provides for or allows an assignment of the Leaseback Agreement in whole or in part without the Agency's consent, an

equivalent corresponding assignment of this PILOT Agreement in whole or in part may be made without the Agency's consent.

Section 8 - Miscellaneous.

8.1 This PILOT Agreement may be executed in any number of counterparts each of which shall be deemed an original but which together shall constitute a single instrument.

8.2 All notices, claims and other communications hereunder shall be in writing and shall be deemed to be duly given if personally delivered or mailed first class, postage prepaid, as follows:

To the Agency: County of Monroe Industrial Development Agency
d/b/a Imagine Monroe ~~Powered By COMIDA~~
~~8100 CityPlace~~, 50 West Main Street
Rochester, New York 14614
~~Attn~~ Attention: Executive Director

With a Copy to: Harris Beach PLLC
99 Garnsey Road
Pittsford, New York 14534
~~Attn~~ Attention: Rachel C. Baranello, Esq.

To the Company: 1733 Ridge Rd LLC
550 Latona Road, Building E, Suite 501
Rochester, New York 14626
Attention: Angelo M. Ingrassia, Manager

With a Copy to: Stephen E. Hall, Esq.
36 West Main Street, Suite 400
Rochester, New York 14614

To the School: East Irondequoit Central School District
600 Pardee Road
Rochester, New York 14609
Attention: Superintendent

With a Copy to: Ferrara Fiorenza P.C.
5010 Campuswood Drive
East Syracuse, New York 13057
Attention: Joseph G. Shields, Esq.

To the Town: Irondequoit Town Hall
1280 Titus Avenue
Rochester, New York 14617
Attention: Supervisor and Assessor

With a Copy to: Harter Secrest & Emery LLP
1600 Bausch & Lomb Place
Rochester, New York 14604
Attention: ~~Laura M. Smith, Esq.~~ [_____]

To the County: Monroe County Executive
39 West Main Street
County Office Building
Rochester, New York 14614
~~Attention: County Executive~~

Monroe County Law Department
39 West Main Street
County Office Building
Rochester, New York 14614
~~Attn~~Attention: County Attorney

Monroe County Treasury
B-3 County Office Building
39 West Main Street
Rochester, New York 14614

Attention: [_____]

or at such other address as any party may from time to time furnish to the other party by notice given in accordance with the provisions of this Section. All notices shall be deemed given when mailed or personally delivered in the manner provided in this Section.

8.3 This PILOT Agreement shall be governed by, and all matters in connection herewith shall be construed and enforced in accordance with, the laws of the State of New York applicable to agreements executed and to be wholly performed therein and the parties hereto hereby agree to submit to the personal jurisdiction of the federal or state courts located in Monroe County, New York.

8.4 Notwithstanding any other term or condition contained herein, all obligations of the Agency hereunder shall constitute a special obligation payable solely from the revenues and other monies, if any, derived from the Facility and paid to the Agency by the Company. ~~Neither~~No member of the Agency nor any person executing this PILOT Agreement on its behalf shall be liable personally under this PILOT Agreement. No recourse shall be had for the payment of the principal of or interest on amounts due hereunder or for any claim based upon or in respect of any modification of or supplement hereto against any past, present or future member, officer, agent, servant, or employee, as such, of the Agency, or of any successor or political subdivision, either directly or through the Agency or any such successor, all such liability of such members, officer, agents, servants and employees being, to the extent permitted

by law, expressly waived and released by the acceptance hereof and as part of the consideration for the execution of this PILOT Agreement.

Section 9 - Tax Abatement Policy.

9.1 Jobs Requirement. The Company or its tenant(s) creates one (1) new full-time job in three (3) years and maintains those full-time/full-time equivalent jobs for the balance of the term hereof; and

9.2 Compliance Report. The Company shall report its compliance with these provisions as requested by the Agency.

9.3 Job Failure. If the one (1) new full-time job is not created by the end of the three (3) year period or not continuously maintained during the balance of the term hereof, the exemption schedule will revert back to Section 485-b of the New York Real Property Tax Law and the Company agrees to pay in any year for which the job creation requirements are not met (a "Disqualifying Year"), as an additional payment in lieu of taxes, an amount equal to the difference between the tax benefits received in years one through the Disqualifying Year under this PILOT Agreement and the tax benefits which would have been received in years one through the Disqualifying Year under Section 485-b of the RPTL. Under extenuating circumstances, the Agency-~~Board~~ may waive the above penalties after reviewing a written request from the Company for waiver of the penalties.

9.4 Waiver Process. The payments required hereunder for any non-compliance shall be paid by the Company to any and all Affected Taxing Jurisdictions whether or not billed. However, if the Company has made a good faith effort to achieve the job creation requirement, it may apply in writing for relief from the obligation for repayment of taxes abated, based on a showing of unforeseen economic circumstances, fiscal hardship, or other good cause. Application for relief from the repayment obligation shall be made to the Agency, which shall examine the application and grant relief, in whole or in part, from the repayment obligation or grant an alternate schedule for attaining the job creation requirement.

9.5 Benefit Period. In no event shall the Company be entitled to receive tax benefits relative to the Facility beyond the 2044 Town and County tax ~~year~~years and the 2043-2044 School tax year. The Company agrees that it will not seek any tax exemption for the Facility which would provide benefits beyond the 2044 Town and County tax ~~year~~years and the 2043-2044 School tax year. Notwithstanding the foregoing, nothing contained in this PILOT Agreement shall render the Company ineligible for a continued tax exemption under Real Property Tax Law Section 485-b or any other applicable statute if this PILOT Agreement is terminated prior to the expiration of the exemption schedule set forth herein.

[Remainder of Page Intentionally Left Blank]

[Signature Page to Amended and Restated PILOT Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this PILOT Agreement as of the day and year first above written.

**COUNTY OF MONROE INDUSTRIAL
DEVELOPMENT AGENCY D/B/A IMAGINE
MONROE-POWERED-BY-COMIDA**

By: _____

Name: ~~Jeffrey R. Adair~~

Title: ~~Executive Director~~

1733 RIDGE RD LLC

By: _____

Name: Angelo M. Ingrassia

Title: Manager

ACKNOWLEDGED AND AGREED:

TOWN OF IRONDEQUOIT

By: _____

Name:

Title:

EAST IRONDEQUOIT CENTRAL SCHOOL DISTRICT

By: _____

Name:

Title:

COUNTY OF MONROE

By: _____

Name:

Title:

SCHEDULE A

ADDRESS	TAX MAP NUMBER	2017 ASSESSED VALUE*
100 Medley Center Parkway	092.05-1- 87.1 <u>88.104</u>	\$850,000
101 Medley Center Parkway	092.05-1-85.2	\$850,000
200 Medley Center Parkway	092.05-1-86	\$1,200,000
<u>[Medley Center]</u>	<u>092.05-1-85.101</u>	<u>\$350,000</u>
<u>[Medley Center]</u>	<u>092.05-1-85.102</u>	<u>\$350,000</u>
<u>[285 Medley Center Parkway]</u>	092.05-1- 85.111 <u>85.105</u>	\$1,400,000 <u>\$350,000</u>
1665 E. Ridge Road	092.05-1-9	\$50,000
<u>[1733 E. Ridge Road]</u>	092.05-1- 2020.1	\$800,000 <u>\$850,000</u>
Medley Center Parkway	092.05-1-84	\$10,000
406 Tiam Drive	092.05-1-16	\$10,000
400 Tiam Drive	092.05-1-17	\$10,000
392 Tiam Drive	092.05-1-18	\$10,000
388 Tiam Drive	092.05-1-19	\$10,000

***2017 Assessed Value shall hereinafter referred to as "Base Valuation" with respect to each individual Parcel**

SCHEDULE B

The "Total PILOT Payment" for each Parcel will be as follow:

For the 2020 Town and County tax ~~year~~years and the 2019-2020 School tax year (and any subsequent tax year through and including the 2023-2024 School tax year and the 2024 Town and County ~~and Town~~ tax years) for any building or structure on a Parcel not having received a COO, the Total PILOT Payment shall be calculated by multiplying (i) the Base Valuation for each individual Parcel in the amounts set forth on Schedule A (fixed at the 2017 assessed value) by (ii) the respective tax rate for each Affected Taxing Jurisdiction ~~(after application of any applicable equalization rate)~~.

Upon the earlier of: (1) a building or structure on a Parcel receiving a COO from the appropriate municipal agency; or (2) the 2024-2025 School tax year and the 2025 Town and County ~~and Town~~ tax years, the Company shall make the Total PILOT Payment for each Parcel directly to the Affected Taxing Jurisdictions in the amounts set forth on Schedule C, with respect to such Parcel.

SCHEDULE C

Upon the earlier of: (1) a building or structure on a Parcel receiving a COO from the Town of Irondequoit or other appropriate municipal agency under Section 1.2(C); or (2) the 2024-2025 School tax year and the 2025 Town and County ~~and Town~~ tax years, the Company shall make payments for each Parcel directly to the Affected Taxing Jurisdictions in the amounts set forth on this **Schedule C** with respect to such Parcel as follows.

The following capitalized terms as used herein, shall have the meaning given below:

"Added Value" means each and every increase in assessed value over the Base Valuation as a result of one or more improvements made to a Parcel by the Company as agent of the Agency. It is agreed and understood that improvements within a Parcel may be completed in phases over time, and as a result Added Value will increase over time if the assessed value is increased to reflect such improvements. It being further agreed and understood that all Added Value is subject to the abatement factors set forth in the table below.

"Base Valuation" shall have the meaning given such term on **Schedule A** attached hereto (2017 assessed value attributable to each individual Parcel).

The Total PILOT Payment for Parcels having received a COO shall be calculated as follows:

([Base Valuation] *plus* [Added Value, multiplied by the abatement factor set forth in the table below]) *multiplied by* the respective tax rate for each Affected Tax Jurisdiction ~~(after any applicable equalization rate)~~

<u>Year</u>	<u>School Payment</u>	<u>County/Town Payment</u>
1	Base Valuation, plus (Added Value x .02)	Base Valuation, plus (Added Value x .015)
2	Base Valuation, plus (Added Value x .04)	Base Valuation, plus (Added Value x .03)
3	Base Valuation, plus (Added Value x .06)	Base Valuation, plus (Added Value x .045)
4	Base Valuation, plus (Added Value x .08)	Base Valuation, plus (Added Value x .06)
5	Base Valuation, plus (Added Value x .10)	Base Valuation, plus (Added Value x .075)
6	Base Valuation, plus (Added Value x .12)	Base Valuation, plus (Added Value x .09)
7	Base Valuation, plus (Added Value x .14)	Base Valuation, plus (Added Value x .105)
8	Base Valuation, plus (Added Value x .16)	Base Valuation, plus (Added Value x .12)
9	Base Valuation, plus (Added Value x .18)	Base Valuation, plus (Added Value x .135)
10	Base Valuation, plus (Added Value x .20)	Base Valuation, plus (Added Value x .15)
11	Base Valuation, plus (Added Value x .20)	Base Valuation, plus (Added Value x .15)
12	Base Valuation, plus (Added Value x .20)	Base Valuation, plus (Added Value x .20)
13	Base Valuation, plus (Added Value x .30)	Base Valuation, plus (Added Value x .30)

14	Base Valuation, plus (Added Value x .40)	Base Valuation, plus (Added Value x .40)
15	Base Valuation, plus (Added Value x .50)	Base Valuation, plus (Added Value x .50)
16	Base Valuation, plus (Added Value x .60)	Base Valuation, plus (Added Value x .60)
17	Base Valuation, plus (Added Value x .70)	Base Valuation, plus (Added Value x .70)
18	Base Valuation, plus (Added Value x .80)	Base Valuation, plus (Added Value x .80)
19	Base Valuation, plus (Added Value x .90)	Base Valuation, plus (Added Value x .90)

After a Parcel receives 19 consecutive years of abatement, as provided hereunder, the Parcel shall be subject to full taxation by the Affected Taxing Jurisdictions.

APPENDIX A

NOTICE OF CERTIFICATE OF OCCUPANCY

This form is to confirm that a building/structure, related to the Project, on tax parcel _____ received a Certificate of Occupancy on _____.

Pursuant to the Amended and Restated Payment in Lieu of Tax Agreement between the County of Monroe Industrial Development Agency d/b/a Imagine Monroe and 1733 Ridge Road, LLC, dated ~~March~~January 1, ~~2019~~2020 (the "PILOT Agreement"), for the above-named tax parcel, Schedule C of the PILOT Agreement shall apply commencing in the _____ School tax year and _____ Town and County tax ~~year~~years and the Company shall make payment accordingly.

IN WITNESS WHEREOF, the 1733 Ridge Rd LLC has executed this Notice of Certificate of Occupancy as of the ~~day~~ _____ day of _____, 20__.

1733 RIDGE RD LLC

By: _____
Name: Angelo M. Ingrassia
Title: Manager

Document comparison by Workshare Compare on Friday, January 10, 2020
11:21:22 AM

Input:	
Document 1 ID	netdocuments://4829-0728-7402/7
Description	PILOT Agreement (COMIDA-1733 Ridge Rd)
Document 2 ID	netdocuments://4814-5429-1376/1
Description	2020 Amended and Restated PILOT Agreement (COMIDA-1733 Ridge Rd)
Rendering set	Standard

Legend:	
Insertion	
Deletion	
Moved from	
Moved to	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	88
Deletions	80
Moved from	3
Moved to	3
Style change	0
Format changed	0
Total changes	174

EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION SUPPORTING A PAYMENT IN LIEU OF TAXES AGREEMENT FOR SKYVIEW PHASE I LLC

At the regular 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 17th day of March, 2020 at 7:00 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 (the “Company”) has been engaged in a project to renovate and redevelop the former Irondequoit Mall, to occur in several phases; and

WHEREAS, pursuant to Town Board Resolution No. 2017-326, the Town Board gave its support to the application of the Company for a custom payment in lieu of taxes agreement (“COMIDA PILOT”) with the County of Monroe Industrial Development Agency d/b/a Imagine Monroe (“COMIDA”) for several parcels of property at the former Irondequoit Mall, including the parcel of property identified by tax parcel number 092.05-1-85.103 (“Lot 103”); and

WHEREAS, on January 30, 2019, the Company leased to the Town (the “Lease”) a portion of Lot 103 for the development and construction of the Irondequoit Community Center (the “Lot 103 Project”); and

WHEREAS, the Company has applied for financing to perform its obligations with respect to the Lot 103 Project, and as a condition of the financing, the Company’s lender, Five Star Bank, has required that Lot 103 be subject to a payment in lieu of taxes agreement separate from the COMIDA PILOT; and

WHEREAS, Five Star Bank further required that the Company convey its interests in Lot 103 to Skyview Phase I LLC (“Skyview”); and

WHEREAS, COMIDA has asked the Town to acknowledge and agree to an amendment and restatement of the COMIDA PILOT for the removal of Lot 103; and

WHEREAS, Skyview has submitted a request to the Town Board for its support of a custom payment in lieu of taxes agreement with COMIDA (the “Skyview PILOT”); and

WHEREAS, the terms of Skyview PILOT will be substantially similar to the terms of the COMIDA PILOT; and

WHEREAS, the Town Board has carefully reviewed the information provided by Skyview and considered the financial impact of the request upon the Town and its taxpayers; and

WHEREAS, the Town Board has previously determined, and continues to determine, that the redevelopment of the former Irondequoit Mall is in the best interests of the Town; and

WHEREAS, the Town Board has determined that the Skyview PILOT is in the best interests of the Town.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board supports the application of Skyview for a custom PILOT agreement between it and COMIDA on terms substantially similar to those attached hereto and made a part of as Exhibit A, or as approved by the Attorney for the Town.

AND, THEREFORE, BE IT FURTHER RESOLVED, that the Town Board hereby authorizes the Town Supervisor to provide a copy of this resolution to COMIDA and to sign any and all documents necessary to indicate the Town’s support.

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

(Skyview PILOT)

COUNTY OF MONROE INDUSTRIAL DEVELOPMENT AGENCY
D/B/A IMAGINE MONROE ~~POWERED BY COMIDA~~

AND

~~1733 RIDGE RD~~ SKYVIEW PHASE I LLC

PAYMENT IN LIEU OF TAX AGREEMENT

Tax Map ~~Numbers~~ Number

~~See Schedule A~~
092.05-1-85.103

Dated as of ~~February~~ January 1, ~~2019~~ 2020

Affected Taxing Jurisdictions:

County of Monroe
Town of Irondequoit
East Irondequoit Central School District

PAYMENT IN LIEU OF TAX AGREEMENT

THIS PAYMENT IN LIEU OF TAX AGREEMENT (the "PILOT Agreement"), dated as of the 1st day of ~~February~~January, ~~2019~~2020 is by and between the **COUNTY OF MONROE INDUSTRIAL DEVELOPMENT AGENCY D/B/A IMAGINE MONROE** ~~POWERED BY COMIDA~~, a public benefit corporation of the State of New York, having its offices at ~~8100 CityPlace~~, 50 West Main Street, Rochester, New York 14614 (the "Agency") and ~~1733 RIDGE RDSKYVIEW PHASE I~~ LLC, a New York limited liability company formed and validly existing under the laws of the State of New York, with offices at 550 Latona Road, Building E, Suite 501, Rochester, New York 14626 (the "Company"); and acknowledged and agreed to by the **TOWN OF IRONDEQUOIT; THE COUNTY OF MONROE AND THE EAST IRONDEQUOIT** CENTRAL SCHOOL DISTRICT.

WITNESSETH:

WHEREAS, the Agency was created by Chapter 55 of the Laws of 1972 of the State of New York pursuant to Title I of Article 18-A of the General Municipal Law of the State of New York (collectively, the "Act") as a body corporate and politic and as a public benefit corporation of the State of New York; and

WHEREAS, the Company ~~has~~has ~~previously~~ requested the Agency to assist ~~in~~in ~~with~~ a certain project (the "Initial Project") consisting of the renovation and equipping of interior space, the installation of a new roof and exterior landscaping improvements (collectively, the "Initial Improvements") at the former Irondequoit Mall ~~located on Medley Center Parkway, more particularly described as tax map numbers 092.05-1-88.104; 092.05-1-85.2; 092.05-1-86; 092.05-1-85.101; 092.05-1-85.102; 092.05-1-85.105; 092.05-1-9; and 092.05-1-20.1 (the "Initial Project Parcels") and 092.05-1-85.103 ("Lot 103")~~ in the Town of Irondequoit, New York (the "Existing Improvements"; and, together with the Initial Improvements, the "Facility"), ~~as more particularly described on Schedule A attached hereto; Initial Project Parcels and Lot 103, the "Initial Facility"~~, for use as multi-tenant office, mixed-use and flex space; and

WHEREAS, effective February 1, 2019, the Agency and 1733 Ridge Rd LLC ("1733") entered into a lease agreement whereby 1733 leased the Initial Facility to the Agency and a related leaseback agreement whereby the Agency leased the Initial Facility back to 1733; all in contemplation of entering into a PILOT Agreement, effective February 1, 2019, to assist with the Initial Project; and

WHEREAS, as a condition to financing the Project (as hereinafter defined), Five Star Bank (the "Lender") has required that the Facility (as hereinafter defined) receive financial assistance, including, but not limited to the real property tax abatement contemplated hereby, pursuant this PILOT Agreement, and separate from the Initial Project Parcels; and

WHEREAS, to satisfy the Lender's condition, 1733 has conveyed its interest in Lot 103 to the Company; and

WHEREAS, the project contemplated hereunder (the "Project") consists of: (A) the retention by the Agency of a leasehold interest in Lot 103; (B) the renovation and equipping of interior space (the "Improvements") within the Existing Improvements; and (C) the acquisition

and installation therein, thereon or thereabout of certain machinery, equipment and related personal property (the "Equipment" and, together with Lot 103 and the Improvements, the "Facility") for use as [_____] (the "Project Use"); and

WHEREAS, the Agency has agreed to lease the Facility to the Company; and

WHEREAS, pursuant to Section 874(1) of the Act, the Agency is exempt from the payment of taxes imposed upon real property and improvements owned by it or under its jurisdiction, control or supervision other than special ad valorem levies, special assessments and service charges against real property, which are or may be imposed for special improvements or special district improvements; and

WHEREAS, the Agency and the Company deem it necessary and proper to enter into an agreement making provisions for payments in lieu of taxes by the Company directly to the Agency and for the benefit of: (i) the County of Monroe, New York (the "County"), (ii) East Irondequoit Central School District (the "School") and (iii) the Town of Irondequoit (the "Town" and, collectively with the County and the School, the "Affected Taxing Jurisdictions").

NOW, THEREFORE, in consideration of the covenants herein contained, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

Section 1 - Payment in Lieu of Ad Valorem Taxes:

Section 1.1 A. By the taxable status date (**March 1, 2019**) (the "Taxable Status Date") of New York State, the Agency completed and filed the Form RP-412-a "Application For Real Property Tax Exemption" (the "Exemption Application") under Section 412-a of the New York State Real Property Tax Law ("RPTL") and Section 874 of the Act and the approval of the Exemption Application by the appropriate assessors or Board of Assessment Review. As such, the Facility shall be exempt from Real Estate Taxes commencing with the **2020** Town and County tax ~~year~~ years and the **2019-2020** School tax year. For purposes of the foregoing "Real Estate Taxes" means all general levy real estate taxes levied against the Facility by the Town, County and School. The Company has provided to the Agency the information necessary for the completion and filing of the Exemption Application and shall provide such additional information and take such actions as are required by the appropriate assessors or Board of Assessment Review. Notwithstanding anything contained herein, in the Lease Agreement, dated as of January 1, 2020 (the "Lease Agreement"), or in the Leaseback Agreement, dated as of ~~February~~ January 1, ~~2019~~ 2020 (the "Leaseback Agreement"), by and between the Agency and the Company, to the contrary, in the event the exemption from Real Estate Taxes is denied for any reason, the Company shall pay (and hereby agrees to pay) all Real Estate Taxes levied upon the Facility as they become due. After giving written notice to the Agency, the Company may in good faith contest the denial of the Exemption Application, provided that (i) the overall operating efficiency of the Facility is not impaired and the Facility continues to qualify as a "project" under the Act; (ii) neither the Facility nor any part of or interest in it would be in any danger of being sold, forfeited or lost; or (iii) neither the Company nor the Agency, as a result of such contest, shall be in any danger of any civil or criminal liability. The Company hereby waives any claim or cause of action against the Agency, and releases the Agency from any liability to the Company, arising from the denial of an exemption from Real Estate Taxes except to the extent that such denial

results solely from the failure of the Agency to file the Exemption Application with the appropriate assessors or Board of Assessment Review by the Taxable Status Date.

B. Payee. As long as the Facility is leased to the Agency or under its jurisdiction, control or supervision, the Company agrees to pay annually directly to the Affected Taxing Jurisdictions, as a payment in lieu of taxes, within thirty (30) days of receipt of the invoice for payment of taxes (the "Payment Date"), commencing with the invoice for the **2019-2020** School tax year and the invoice for the **2020** Town and County tax ~~year~~years, an amount equal to the payments set forth on **Schedule B** or **Schedule C**, as applicable ("PILOT Payment"). The Company shall make all other payments due hereunder without further notice or invoicing from the Agency, any Affected Taxing Jurisdiction or any other party.

The parties agree and acknowledge that payments received hereunder are to obtain revenues for public purposes, and to provide a revenue source that the Affected Taxing Jurisdictions would otherwise lose because the ~~subject parcels are~~Facility is not on the tax rolls.

Section 1.2 Period of Benefits.

(A) The tax benefits provided for herein ~~should be deemed to~~ include (i) the **2019-2020** School tax year through no later than the **2043-2044** School tax year, and (ii) the **2020** Town and County ~~and Town~~-tax ~~year~~years through no later than the **2044** Town and County ~~and Town~~-tax ~~year~~years.

(B) Commencing with the 2019-2020 School tax year and the 2020 Town and County ~~and Town~~ tax years (and for any subsequent tax year through and including the 2023-2024 School tax year and the 2024 Town and County ~~and Town~~ tax years), if applicable pursuant to Section 1.2(C)), the Company shall make payments directly to the Affected Taxing Jurisdictions in the ~~amounts~~amount set forth on **Schedule B** for ~~all parcels~~Lot 103, as identified on **Schedule A**, ~~as such parcels and related tax map numbers and addresses may be consolidated or subdivided from time to time (collectively the "Parcels", and individually a "Parcel") attached hereto~~. With respect to **Schedule A**, the Company agrees that in the event ~~a Parcel~~Lot 103 is consolidated or subdivided, the Base Valuation (as defined on **Schedule A**) for ~~that Parcel~~Lot 103 shall be allocated to the new ~~and/or existing Parcels~~parcels so that the Base Valuation (~~as such term is used in Schedule A~~) for ~~all of the Parcels continues to equal \$5,200,000 for Lot 103, and any resulting new parcels, equals \$350,000~~.

(C) Upon the earlier of (1) the date of issuance of a certificate of occupancy by the Town of Irondequoit or other appropriate municipal agency for a building or structure on ~~a Parcel~~Lot 103 ("COO") (note: the foregoing is applicable only to buildings or structures on Lot 103 receiving a COO on or after March 1, 2019), or (2) the 2024-2025 School tax year and the 2025 Town and County ~~and Town~~-tax years, the Company shall make payments for ~~such Parcel~~Lot 103 directly to the Affected Taxing Jurisdictions in the amounts set forth on **Schedule C**, ~~as applicable~~. For the avoidance of doubt, the parties contemplate and agree that ~~the Parcels~~Lot 103 shall be ~~phased into~~subject to the payments set forth on **Schedule C** when a COO is issued for a building or structure located on ~~a Parcel~~Lot 103; *provided, however*, effective for the 2024-2025 School tax year and the 2025 Town and County ~~and Town~~-tax years, the Company shall make PILOT Payments for ~~all Parcels~~Lot 103 as set forth on **Schedule C**, regardless of whether a COO has been issued.

~~Notwithstanding anything to the contrary contained herein, the Project is comprised of multiple phases, such that the twenty (20) year benefit period will commence and run separately with respect to each Parcel, as set forth in the preceding paragraph.~~

Section 1.3_ Notice of COO. Within thirty (30) days of the receipt of a COO for a building or structure located on ~~a Parcel, Lot 103~~, the Company shall: (1) complete and execute the ~~form under~~Notice of Certificate of Occupancy form attached hereto as Appendix A; and (2) send the executed form to the Agency, each Affected ~~Tax~~Taxing Jurisdiction and the applicable assessor's office. Notwithstanding the foregoing, the Town of Irondequoit has the right but not the obligation to notice the other Affected Taxing Jurisdictions that a COO has been issued for a building or structure located on ~~a Parcel, Lot 103~~.

Section 1.4_ Term. This PILOT Agreement shall expire ~~for each Parcel~~ twenty (20) years after a building or structure located on ~~the Parcel~~Lot 103 receives a COO, but in no event later than **December 31, 2044**; *provided, however*, the Company shall pay the **2044-2045** School tax bill and the **2045** Town and County ~~and Town~~ tax bills on the dates and in the amounts as if the Agency were not in title on the tax status date with respect to said tax years. In no event shall the Company be entitled to receive tax benefits relative to the Facility for more than the periods provided for herein, unless the period is extended by amendment to this PILOT Agreement executed by both parties after any applicable public hearings. The Company agrees that it will not seek any tax exemption for the Facility which could provide benefits for more than the periods provided for herein and specifically agrees that the exemptions provided for herein, to the extent actually received (based on the number of lease years elapsed), supersede and are in substitution of the exemptions provided by Section 485-b of the New York Real Property Tax Law ("RPTL"). It is hereby agreed and understood that the Affected Taxing Jurisdictions can rely upon and enforce the above waiver to the same extent as if they were signatories hereto.

Section 1.5_ Payment. Each Affected Taxing Jurisdiction shall be responsible for calculating the payment due to it hereunder and invoicing the Company directly pursuant to this PILOT Agreement. To the extent that an Affected Taxing Jurisdiction ("ATJ-A") calculates the payment due hereunder and/or bills on behalf of another Affected Taxing Jurisdiction ("ATJ-B"), ATJ-B hereby waives, releases, and covenants not to sue ATJ-A with respect to any claims it may have against ATJ-A related to its calculations and/or billing of payment under Section 1, Schedule B, and/or Schedule C of this PILOT Agreement.

Section 2 - Special District Charges, Special Assessments and other Charges. Special district charges, special assessments, and special ad valorem levies (specifically including but not limited to fire district charges), and pure water charges and sewer charges are to be paid in full in accordance with normal billing practices.

Section 3 - Transfer of Facility. In the event that the Facility is transferred from the Agency to the Company (i.e., the lease/leaseback agreements are terminated), and the Company is ineligible for a continued tax exemption under some other tax incentive program, or this PILOT Agreement terminates and the property is not timely transferred back to the Company, the Company agrees to pay no later than the next tax lien date (plus any applicable grace period), to each of the Affected Taxing Jurisdictions, an amount equal to the taxes and assessments which would have been levied on the Facility if the Facility had been classified as fully taxable as of the

date of transfer or loss of eligibility of all or a portion of the exemption described herein or date of termination.

Section 4 - Assessment Challenges.

4.1 The Company shall have all of the rights and remedies of a taxpayer with respect to any proposed change in assessment of the Facility by any of the Affected Taxing Jurisdictions, provided however, the Company may not challenge the Base Valuation set forth in **Schedule A**. The Company shall be entitled to protest before and be heard by the appropriate assessors or Board of Assessment Review, and shall be entitled to take any and all appropriate appeals or initiate any proceedings to review the validity or amount of the change in any assessment or the validity or amount of any tax equivalent provided for herein.

4.2 The Company shall have all of the rights and remedies of a taxpayer with respect to any tax, service charge, special benefit, ad valorem levy, assessment, or special assessment or service charge in lieu of which the Company is obligated to make a payment pursuant to this PILOT Agreement.

4.3 The Company shall (i) cause the appropriate real estate tax assessment office and tax levy officers to assess the Facility and apply tax rates to the respective assessments, and (ii) file any accounts or tax returns required by the appropriate real estate tax assessment office and tax levy officers.

Section 5 - Changes in Law. To the extent the Facility is declared to be subject to taxation or assessment by an amendment to the Act, other legislative change, or by final judgment of a court of competent jurisdiction, the obligations of the Company hereunder shall, to such extent, be null and void.

Section 6 - Events of Default.

6.1 If payments are not made as provided for herein, the Agency and/or Affected Taxing Jurisdictions, individually or collectively, shall be entitled to pursue any and all remedies afforded them at law or in equity, including but not limited to terminating this PILOT agreement ~~Agreement~~ and transferring the ~~Parcels~~ Facility back to the Company.

Notwithstanding anything contained herein to the contrary, upon the occurrence of (i) the sale or closure of the Facility; (ii) a significant unapproved change in use of the Facility from the Project Use; (iii) the Company abandons or otherwise vacates the County of Monroe; (iv) the failure by the Company to make any payments required under this PILOT Agreement by the last day of any applicable period within which said payment can be made without penalty; or (v) the breach of covenants or event of default under that certain Leaseback Agreement (singularly or collectively, an "Event of Default"), the Agency shall have the right to recapture real property tax abatements provided hereunder pursuant to the following schedule:

Year of Recapture	Percent of Recapture, Applicable to Current Year and All Prior Years
1	100%

2	100%
3	100%
4	100%
5	50%
6	50%
7	50%
8	50%
9	25%
10	25%
After year 10	At Agency's Discretion, 25% or Less

Any such recapture is at the sole and exclusive discretion of the Agency. The Agency shall notify the Company in writing of such Event of Default and of its intent to recapture the PILOT benefits (or any portion thereof). Any and all recaptured payments received pursuant to this provision shall be remitted to the Affected Taxing Jurisdictions on a pro rata basis within sixty (60) days of receipt of payment.

6.2 If payments pursuant to Section 6.1 herein are not made by the due dates, or any PILOT Payments or if any other payment required to be made hereunder is not made by the last day of any applicable cure period within which said payment can be made without penalty, the Company shall pay penalties and interest as follows: With respect to payments to be made pursuant to Section 6.1 herein, if said payment is not received by the due date defined in Section 6.1 herein, the Company shall pay, in addition to said payment, (i) a late payment penalty equal to five percent (5%) of the amount due and (ii) for each month, or any part thereof, that any such payment is delinquent beyond the first month, interest on the total amount due plus a late payment penalty, in an amount equal to one percent (1%) of the amount due per month. With respect to all other payments due hereunder, if said payment is not paid within any applicable cure period, the Company shall pay, in addition to said payment, the greater of the applicable penalties and interest hereunder, or penalties and interest which would have been incurred had payments made hereunder been tax payments to the Affected Taxing Jurisdictions.

Section 7 - Assignment. No portion of any interest in this PILOT Agreement may be assigned by the Company, nor shall any person other than the Company be entitled to succeed to or otherwise obtain any benefits of the Company hereunder without the prior written consent of the Agency, which shall not be unreasonably withheld, conditioned, or delayed; provided, however, that if and to the extent Section 6.3 of the Leaseback Agreement provides for or allows an assignment of the Leaseback Agreement in whole or in part without the Agency's consent, an equivalent corresponding assignment of this PILOT Agreement in whole or in part may be made without the Agency's consent.

Section 8 - Miscellaneous.

8.1 This PILOT Agreement may be executed in any number of counterparts each of which shall be deemed an original but which together shall constitute a single instrument.

8.2 All notices, claims and other communications hereunder shall be in writing and

shall be deemed to be duly given if personally delivered or mailed first class, postage prepaid, as follows:

To the Agency: County of Monroe Industrial Development Agency
d/b/a Imagine Monroe ~~Powered By COMIDA~~
~~8100 CityPlace~~, 50 West Main Street
Rochester, New York 14614
~~Attn~~Attention: Executive Director

With a Copy to: Harris Beach PLLC
99 Garnsey Road
Pittsford, New York 14534
~~Attn~~Attention: Rachel C. Baranello, Esq.

To the Company: ~~1733 Ridge Rd~~Skyview Phase I LLC
550 Latona Road, Building E, Suite 501
Rochester, New York 14626
Attention: Angelo M. Ingrassia, Manager

With a Copy to: Stephen E. Hall, Esq.
36 West Main Street, Suite 400
Rochester, New York 14614

To the School: East Irondequoit Central School District
600 Pardee Road
Rochester, New York 14609
Attention: Superintendent

With a Copy to: Ferrara Fiorenza P.C.
5010 Campuswood Drive
East Syracuse, New York 13057
Attention: Joseph G. Shields, Esq.

To the Town: Irondequoit Town Hall
1280 Titus Avenue
Rochester, New York 14617
Attention: Supervisor and Assessor

With a Copy to: Harter Secrest & Emery LLP
1600 Bausch & Lomb Place
Rochester, New York 14604
Attention: ~~Laura M. Smith, Esq.~~ [_____]

To the County: Monroe County Executive
39 West Main Street
County Office Building
Rochester, New York 14614
~~Attention: County Executive~~

Monroe County Law Department
39 West Main Street
County Office Building
Rochester, New York 14614
~~Attn~~Attention: County Attorney

Monroe County Treasury
B-3 County Office Building
39 West Main Street
Rochester, New York 14614
Attention: [_____]

or at such other address as any party may from time to time furnish to the other party by notice given in accordance with the provisions of this Section. All notices shall be deemed given when mailed or personally delivered in the manner provided in this Section.

8.3 This PILOT Agreement shall be governed by, and all matters in connection herewith shall be construed and enforced in accordance with, the laws of the State of New York applicable to agreements executed and to be wholly performed therein and the parties hereto hereby agree to submit to the personal jurisdiction of the federal or state courts located in Monroe County, New York.

8.4 Notwithstanding any other term or condition contained herein, all obligations of the Agency hereunder shall constitute a special obligation payable solely from the revenues and other monies, if any, derived from the Facility and paid to the Agency by the Company. ~~Neither~~No member of the Agency nor any person executing this PILOT Agreement on its behalf shall be liable personally under this PILOT Agreement. No recourse shall be had for the payment of the principal of or interest on amounts due hereunder or for any claim based upon or in respect of any modification of or supplement hereto against any past, present or future member, officer, agent, servant, or employee, as such, of the Agency, or of any successor or political subdivision, either directly or through the Agency or any such successor, all such liability of such members, officer, agents, servants and employees being, to the extent permitted

by law, expressly waived and released by the acceptance hereof and as part of the consideration for the execution of this PILOT Agreement.

Section 9 - Tax Abatement Policy.

9.1 Jobs Requirement. The Company or its tenant(s) creates one (1) new full-time job in three (3) years and maintains those full-time/full-time equivalent jobs for the balance of the term hereof; and

9.2 Compliance Report. The Company shall report its compliance with these provisions as requested by the Agency.

9.3 Job Failure. If the one (1) new full-time job is not created by the end of the three (3) year period or not continuously maintained during the balance of the term hereof, the exemption schedule will revert back to Section 485-b of the New York Real Property Tax Law and the Company agrees to pay in any year for which the job creation requirements are not met (a "Disqualifying Year"), as an additional payment in lieu of taxes, an amount equal to the difference between the tax benefits received in years one through the Disqualifying Year under this PILOT Agreement and the tax benefits which would have been received in years one through the Disqualifying Year under Section 485-b of the RPTL. Under extenuating circumstances, the Agency-~~Board~~ may waive the above penalties after reviewing a written request from the Company for waiver of the penalties.

9.4 Waiver Process. The payments required hereunder for any non-compliance shall be paid by the Company to any and all Affected Taxing Jurisdictions whether or not billed. However, if the Company has made a good faith effort to achieve the job creation requirement, it may apply in writing for relief from the obligation for repayment of taxes abated, based on a showing of unforeseen economic circumstances, fiscal hardship, or other good cause. Application for relief from the repayment obligation shall be made to the Agency, which shall examine the application and grant relief, in whole or in part, from the repayment obligation or grant an alternate schedule for attaining the job creation requirement.

9.5 Benefit Period. In no event shall the Company be entitled to receive tax benefits relative to the Facility beyond the 2044 Town and County tax ~~year~~years and the 2043-2044 School tax year. The Company agrees that it will not seek any tax exemption for the Facility which would provide benefits beyond the 2044 Town and County tax ~~year~~years and the 2043-2044 School tax year. Notwithstanding the foregoing, nothing contained in this PILOT Agreement shall render the Company ineligible for a continued tax exemption under Real Property Tax Law Section 485-b or any other applicable statute if this PILOT Agreement is terminated prior to the expiration of the exemption schedule set forth herein.

[Remainder of Page Intentionally Left Blank]

[Signature Page to PILOT Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this PILOT Agreement as of the day and year first above written.

COUNTY OF MONROE INDUSTRIAL
DEVELOPMENT AGENCY D/B/A IMAGINE
MONROE ~~POWERED BY COMIDA~~

By: _____

Name: ~~Jeffrey R. Adair~~

Title: ~~Executive Director~~

~~1733 RIDGE RD~~ SKYVIEW PHASE I LLC

By: _____

Name: Angelo M. Ingrassia

Title: Manager

ACKNOWLEDGED AND AGREED:

TOWN OF IRONDEQUOIT

By: _____

Name:

Title:

EAST IRONDEQUOIT SCHOOL DISTRICT

By: _____

Name:

Title:

COUNTY OF MONROE

By: _____

Name:

Title:

SCHEDULE A

<u>ADDRESS</u>	<u>TAX MAP NUMBER</u>	<u>2017 ASSESSED VALUE*</u>
100 Medley Center Parkway	092.05-1-87.1	\$850,000
101 Medley Center Parkway	092.05-1-85.2	\$850,000
200 Medley Center Parkway	092.05-1-86	\$1,200,000
285 [Medley Center Parkway]	092.05-1-85.111 85.103	\$1,400,000 350,000
1665 E. Ridge Road	092.05-1-9	\$50,000
1733 E. Ridge Road	092.05-1-20	\$800,000
Medley Center Parkway	092.05-1-84	\$10,000
406 Tiam Drive	092.05-1-16	\$10,000
400 Tiam Drive	092.05-1-17	\$10,000
392 Tiam Drive	092.05-1-18	\$10,000
388 Tiam Drive	092.05-1-19	\$10,000

***2017 Assessed Value shall hereinafter referred to as "Base Valuation" with respect to ~~each individual Parcel~~ Lot 103**

SCHEDULE B

The "Total PILOT Payment" for ~~each Parcel~~Lot 103 will be as ~~follow~~follows:

For the 2020 Town and County tax ~~year~~years and the 2019-2020 School tax year (and any subsequent tax year through and including the 2023-2024 School tax year and the 2024 Town and County ~~and Town~~ tax years) ~~for~~prior to any building or structure on ~~a Parcel not having received~~Lot 103 receiving a COO, the Total PILOT Payment shall be calculated by multiplying (i) the Base Valuation ~~for each individual Parcel in the amounts~~ set forth on Schedule A (fixed at the 2017 assessed value) by (ii) the respective tax rate for each Affected Taxing Jurisdiction ~~(after application of any applicable equalization rate)~~.

Upon the earlier of: (1) a building or structure on ~~a Parcel~~Lot 103 receiving a COO from the appropriate municipal agency; or (2) the 2024-2025 School tax year and the 2025 Town and County ~~and Town~~ tax years, the Company shall make the Total PILOT Payment for ~~each Parcel~~Lot 103 directly to the Affected Taxing Jurisdictions in the amounts set forth on Schedule C, ~~with respect to such Parcel~~.

SCHEDULE C

Upon the earlier of: (1) a building or structure on ~~a Parcel~~Lot 103 receiving a COO from the Town of Irondequoit or other appropriate municipal agency under Section 1.2(C); or (2) the 2024-2025 School tax year and the 2025 Town and County ~~and Town~~-tax years, the Company shall make payments for ~~each Parcel~~Lot 103 directly to the Affected Taxing Jurisdictions in the amounts set forth on this **Schedule C** ~~with respect to such Parcel~~ as follows.

The following capitalized terms as used herein, shall have the meaning given below:

"Added Value" means each and every increase in assessed value over the Base Valuation as a result of one or more improvements made to ~~a Parcel~~Lot 103 by the Company as agent of the Agency. It is agreed and understood that improvements ~~within a Parcel on Lot 103~~ may be completed in phases over time, and as a result Added Value will increase over time if the assessed value is increased to reflect such improvements. It being further agreed and understood that all Added Value is subject to the abatement factors set forth in the table below.

"Base Valuation" shall have the meaning given such term on **Schedule A** attached hereto (2017 assessed value ~~attributable to each individual Parcel~~).

The Total PILOT Payment for ~~Parcels having~~Lot 103 once a COO is received ~~a COO~~ shall be calculated as follows:

([Base Valuation] *plus* [Added Value, multiplied by the abatement factor set forth in the table below]) *multiplied by* the respective tax rate for each Affected Tax Jurisdiction (~~after any applicable equalization rate~~)

<u>Year</u>	<u>School Payment</u>	<u>County/Town Payment</u>
1	Base Valuation, plus (Added Value x .02)	Base Valuation, plus (Added Value x .015)
2	Base Valuation, plus (Added Value x .04)	Base Valuation, plus (Added Value x .03)
3	Base Valuation, plus (Added Value x .06)	Base Valuation, plus (Added Value x .045)
4	Base Valuation, plus (Added Value x .08)	Base Valuation, plus (Added Value x .06)
5	Base Valuation, plus (Added Value x .10)	Base Valuation, plus (Added Value x .075)
6	Base Valuation, plus (Added Value x .12)	Base Valuation, plus (Added Value x .09)
7	Base Valuation, plus (Added Value x .14)	Base Valuation, plus (Added Value x .105)
8	Base Valuation, plus (Added Value x .16)	Base Valuation, plus (Added Value x .12)
9	Base Valuation, plus (Added Value x .18)	Base Valuation, plus (Added Value x .135)
10	Base Valuation, plus (Added Value x .20)	Base Valuation, plus (Added Value x .15)
11	Base Valuation, plus (Added Value x .20)	Base Valuation, plus (Added Value x .15)
12	Base Valuation, plus (Added Value x .20)	Base Valuation, plus (Added Value x .20)
13	Base Valuation, plus (Added Value x .30)	Base Valuation, plus (Added Value x .30)
14	Base Valuation, plus (Added Value x .40)	Base Valuation, plus (Added Value x .40)

15	Base Valuation, plus (Added Value x .50)	Base Valuation, plus (Added Value x .50)
16	Base Valuation, plus (Added Value x .60)	Base Valuation, plus (Added Value x .60)
17	Base Valuation, plus (Added Value x .70)	Base Valuation, plus (Added Value x .70)
18	Base Valuation, plus (Added Value x .80)	Base Valuation, plus (Added Value x .80)
19	Base Valuation, plus (Added Value x .90)	Base Valuation, plus (Added Value x .90)

After ~~a Parcel~~the Facility receives 19 consecutive years of abatement, as provided hereunder, the ~~Parcel~~Facility shall be subject to full taxation by the Affected Taxing Jurisdictions.

APPENDIX A

NOTICE OF CERTIFICATE OF OCCUPANCY

This form is to confirm that a building/structure, related to the Project, on tax parcel _____ received a Certificate of Occupancy on _____.

Pursuant to the Payment in Lieu of Tax Agreement between the County of Monroe Industrial Development Agency d/b/a Imagine Monroe and ~~1733 Ridge Road, Skyview Phase I~~ LLC, dated ~~March~~January 1, ~~2019~~2020 ("PILOT Agreement"), for the above-named tax parcel, Schedule C of the PILOT Agreement shall apply commencing in the _____ School tax year and the _____ Town and County tax ~~year~~years and the Company shall make payment accordingly.

IN WITNESS WHEREOF, the ~~1733 Ridge Rd~~Skyview Phase I LLC has executed this Notice of Certificate of Occupancy as of the ~~day~~ _____ day of _____, 20__.

~~1733 RIDGE RD~~SKYVIEW PHASE I LLC

By: _____
Name: Angelo M. Ingrassia
Title: Manager

Document comparison by Workshare Compare on Friday, January 10, 2020
11:05:51 AM

Input:	
Document 1 ID	netdocuments://4829-0728-7402/7
Description	PILOT Agreement (COMIDA-1733 Ridge Rd)
Document 2 ID	netdocuments://4820-8802-4752/1
Description	PILOT Agreement (Lot 103) (COMIDA-Skyview Phase I LLC)
Rendering set	Standard

Legend:	
Insertion	
Deletion	
Moved from	
Moved to	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	114
Deletions	142
Moved from	1
Moved to	1
Style change	0
Format changed	0
Total changes	258

**EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD ADOPTING A
RESOLUTION AUTHORIZING THE SUPERVISOR TO COUNTERSIGN AND
ACKNOWLEDGE AN AGREEMENT FOR THE ASSIGNMENT AND ASSUMPTION
OF THE LEASE AND PROJECT SCHEDULE FOR THE IRONDEQUOIT
COMMUNITY CENTER**

At the regular 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 17th day of March, 2020 at 7:00 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 (the “Company”) has been engaged in a project to renovate and redevelop property consisting of the former Irondequoit Mall, to occur in several phases (the “Project”); and

WHEREAS, on January 30, 2019, the Company leased to the Town (the “Lease”) a portion of property located at the former Irondequoit Mall identified by tax parcel number 092.05-1-85.103 (“Lot 103”) for the development and construction of the Irondequoit Community Center (the “Lot 103 Project”); and

WHEREAS, effective January 6, 2020, the Company and the Town entered into a project schedule (“Project Schedule”) to delineate the responsibilities of the Company and the Town with respect to costs and construction for the Lot 103 Project; and

WHEREAS, pursuant to the next phase of the Project, Skyview Phase I LLC (“Skyview”), a New York limited liability company, has been formed to perform certain work with respect to the Lot 103 Project; and

WHEREAS, the Company has applied for financing to perform its obligations with respect to the Lot 103 Project, and as a condition of the financing, the Company’s lender, Five Star Bank, required that the Company convey its interests in Lot 103 to Skyview; and

WHEREAS, on December 27, 2019, the Company conveyed its interests in Lot 103 to Skyview; and

WHEREAS, because the Company conveyed its ownership interest in Lot 103 to Skyview, it is necessary that the Company assign its rights, interests, title and obligations in the Lease and Project Schedule to Skyview, and that Skyview assume the Company's interests rights, interest, title, and obligations in the Lease and Project Schedule; and

WHEREAS, the Company and Skyview have requested that the Town, as tenant under the Lease and Project Schedule, countersign solely for acknowledgment purposes an agreement between the Company and Skyview for the assignment and assumption of the Lease and Project Schedule (the "Assignment and Assumption Agreement"); and

WHEREAS, the Town Board has determined that it is in the best interests of the Town for the Town Supervisor to countersign, solely for acknowledgment purposes, the Assignment and Assumption Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board authorizes the Town Supervisor to countersign, solely for acknowledgement purposes, the Assignment and Assumption Agreement, in a 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

(Assignment and Assumption Agreement)

ASSIGNMENT AND ASSUMPTION OF LEASE AND PROJECT SCHEDULE

This Assignment and Assumption of Lease ("Assignment") is made effective as of this 10th day of March, 2020, by and between **1733 RIDGE RD LLC**, a New York limited liability company ("Assignor"), and **SKYVIEW PHASE I LLC**, a New York limited liability company ("Assignee").

A. Assignor is the Landlord under a Lease Agreement ("Lease") dated January 30, 2019 with the Town of Irondequoit ("Tenant"), a municipal corporation, with offices at 1220 Titus Avenue, Rochester, New York 14615, as Tenant for certain Premises as described in the Lease, and comprising a portion of Lot 103 of the Skyview on the Ridge Subdivision ("the Property"), which Property has been conveyed to Assignee by Assignor by Warranty Deed recorded in the Monroe County Clerk's office on December 27, 2019 in Liber 12290 of Deeds Page 346.

B. Assignor and the Tenant are parties to a Project Schedule ("Project Schedule") dated January 6, 2020, delineating the responsibilities of Assignor and the Tenant with respect to costs and construction of interior improvements to the Property.

C. Assignor has agreed to assign the Lease and Project Schedule to Assignee in connection with Assignor's said transfer of the Property to Assignee.

Now, therefore, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, transfer, and convey the Lease and Project Schedule to Assignee, together with all of Assignor's right, title, interest, duties and obligations in, to and under the Lease and Project Schedule, and all of the rights, benefits and privileges of the Landlord thereunder, including, without limitation the rents and other charges to be payable under the Lease and Project Schedule (collectively, the "Assigned Rights and Obligations").

To have and to hold all and singular the Lease and Project Schedule unto Assignee, its successors and assigns.

Assignor represents that no other assignment by Assignor exists in connection with the Lease and Project Schedule or Assigned Rights and Obligations.

Skyview Phase I LLC, as Assignee, hereby undertakes and assumes all responsibilities and obligations of Assignor under the Lease and Project Schedule.

The Tenant has countersigned this Assignment and Assumption of Lease and Project Schedule for the sole purpose of acknowledging the same, to attorn to and recognize Assignee as Landlord under the Lease and Project Schedule.

This Assignment may be executed in one or more counterparts, and as so executed shall constitute a single instrument.

[Signatures contained on the following page]

ASSIGNOR:

1733 RIDGE RD LLC

Name: Angelo M. Ingrassia
Title: Member

ASSIGNEE:

SKYVIEW PHASE I LLC

Name: Angelo M. Ingrassia
Title: Member

TENANT:

TOWN OF IRONDEQUOIT

Name: David A. Seeley
Title: Supervisor

EXTRACT OF MINUTES OF MEETING OF TOWN BOARD ADOPTING A RESOLUTION AUTHORIZING THE SUPERVISOR TO ENTER INTO AN AGREEMENT FOR A TOWN SENIOR EXPOSITION

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 17th of March, 2020 at 7:00pm 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 will hold a Town Senior Exposition as a response to the Senior Survey conducted in 2016, to be held on April 9, 2020, from 9:00am local time to 12:00pm; and

WHEREAS, there is no Town facility large enough to host the Senior Exposition; and

WHEREAS, after reviewing other available options, Bishop Kearney High School has sufficient space, appropriate accessibility, and the necessary availability during a weekday in the Bishop Kearney High School cafeteria.

NOW THEREFORE BE IT RESOLVED, that the Town Board hereby approves an agreement with Bishop Kearney High School to use the Bishop Kearney High School cafeteria on April 9, 2020 for its Senior Exposition.

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

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 TOWN BOARD
ADOPTING A RESOLUTION APPROVING THE SPECIAL EVENT LICENSE
FOR THE 18TH ANNUAL SUNSET HOUSE 5K RUN AND FITNESS WALK**

At a Regular Meeting of the Town Board of Irondequoit, Monroe County, New York held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 17th day of March 2020 at 7:00 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 Clerk's Office received an application from Sunset House to conduct their 18TH Annual Sunset House 5K Run and Fitness Walk to raise funds for the Sunset House; and

WHEREAS, proof of current insurance, which expires on November 1, 2020, has been reviewed and approved by the Town Insurance carrier.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board approves the Special Event License for the Sunset House to conduct their 18th Annual 5K Run and Fitness Walk on Saturday, May 23, 2020 beginning at 9:00 AM on Cooper Road between Chase Bank and the former Evans Library Branch, upon the condition that the Sunset House notifies all affected residents before the event.

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 TOWN BOARD
ADOPTING A RESOLUTION APPROVING THE SPECIAL EVENT LICENSE FOR THE
CURE CHILDHOOD CANCER ASSOCIATION’S 5K RUN & FUN WALK**

At a regular 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 17th day of March 2020 at 7:00 pm local time; there were

PRESENT:

David Seeley	Town Supervisor
Patrina Freeman	Town Board Member
John Perticone	Town Board Member
Kimie Romeo	Town Board Member
David Seeley	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 Clerk’s Office received an application from the Cure Childhood Cancer Association to conduct their annual 5K and Fun Walk Race to benefit the Cure Childhood Cancer Association; and

WHEREAS, proof of current insurance, which expires on November 1, 2020, has been reviewed and approved by the Town’s Insurance Carrier; and

WHEREAS, the Cure Childhood Cancer Association will obtain the necessary permits from Monroe County to hold this event on Cooper Road and Titus Avenue.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board approves the license for the Cure Childhood Cancer Association to hold their annual 5K Run and Fun Walk on Saturday, April 25, 2020 from 7:45 AM to Noon at I-Square, 400 Bakers Park, Rochester, NY 14617, upon the condition that CURE Childhood Cancer Association notify all affected residents before the event.

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 _____