



- 5A2020-6** Resolution Authorizing the Reappointment to the Town of Irondequoit Board of Assessment Review
- 5A2020-7** Resolution Authorizing the Appointment to the Town of Irondequoit Board of Assessment Review
- Comptroller**
- 5A2020-8** Resolution Authorizing the Supervisor to Enter into a Grant Agreement with Pathstone Development Corporation
- Police**
- 5A2020-9** Resolution Approving Attendance to NY Police Juvenile Officers 45<sup>th</sup> Annual Conference
- Public Works**
- 5A2020-10** Resolution Awarding Bid for 2020 Drainage Improvements
- 5A2020-11** Resolution Awarding Bid for 2020 Sanitary Sewer Replacement Program
- 5A2020-12** Resolution Declaring Certain Equipment as Surplus Property
- 5A2020-13** Resolution Authorizing the Application for and Acceptance of \$125,000 Worth of Grant Funding from the Dormitory Authority of the State of New York
- 5A2020-14** Resolution Authorizing an Interfund Transfer
- 5A2020-15** Resolution Appointing Town Board as Lead Agency to the Irondequoit Bay State Marine Park and Culver Road Storm Sewer Project
- 5A2020-16** Resolution Pursuant to New York State Environmental Quality Review Act Regarding the Irondequoit Bay State Marine Park and Culver Road Storm Sewer Project
- 5A2020-17** Resolution Appointing Town Board as Lead Agency to the Bay Shore Sewer Extension Project
- 5A2020-18** Resolution Pursuant to New York State Environmental Quality Review Act Regarding the Bay Shore Sewer Extension Project
- 5A2020-19** Resolution Appointing Town Board as Lead Agency to the Bay Village Wastewater Pump Station Project
- 5A2020-20** Resolution Pursuant to New York State Environmental Quality Review Act Regarding the Bay Village Wastewater Pump Station Project
- 5A2020-21** Resolution Authorizing the Supervisor to Enter into an Intermunicipal Agreement with Monroe County

**Recreation**

**5A2020-22** Resolution Authorizing the Supervisor to Enter into Various Contracts with Vendors for Youth, Family and Senior Recreational Programming for Summer 2020

**Supervisor**

**5A2020-23** Resolution Authorizing Payment of a Late Entry Fee to the Finger Lakes Municipal Health Insurance Trust

**Town Clerk**

**5A2020-24** Resolution Approving the Special Event License for the 18<sup>th</sup> Annual Sunset House 5K Run and Fitness Walk

NEXT WORKSHOP MEETING--TUESDAY, JUNE 9, 2020 @ 4:00 PM

NEXT REGULAR TOWN BOARD MEETING--TUESDAY, JUNE 16, 2020 @ 7:00 PM

EXPENSES	Fund	Original Budget	Amended Budget	Cumulative, Year to Month End			Percent of Year Elapsed	Percent of Budget Spent & Encbrd
				Expended	Encumb'd	Available Balance		
001 General (includes cemetery)		21,718,772	21,988,093	6,340,621	1,406,274	14,241,197	33.3%	35.2%
percent of amended budget				28.8%	6.4%	64.8%		
005 Library		2,704,039	2,711,423	1,021,982	9,922	1,679,519	33.3%	38.1%
percent of amended budget				37.7%	0.4%	61.9%		
021 Highway # 1, Road Impvts.		3,232,915	3,253,640	512,503	342,435	2,398,702	33.3%	26.3%
percent of amended budget				15.8%	10.5%	73.7%		
023 Highway # 3, Equipment Maint.		1,124,154	1,124,154	306,579	298,095	519,480	33.3%	53.8%
percent of amended budget				27.3%	26.5%	46.2%		
024 Highway # 4, ROW / Winter		1,077,653	1,079,153	463,567	81,946	533,640	33.3%	50.6%
percent of amended budget				43.0%	7.6%	49.4%		
031 Consolidated San. Sewer Dist.		4,132,254	4,196,041	1,065,821	363,624	2,766,595	33.3%	34.1%
percent of amended budget				25.4%	8.7%	65.9%		
038 Stormwater Drainage Dist.		839,493	1,252,944	137,033	469,937	645,974	33.3%	48.4%
percent of amended budget				10.9%	37.5%	51.6%		
039 Rock Beach San. Sewer Dist.		9,094	9,094	0	0	9,094	33.3%	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	33.3%	0.0%
percent of amended budget				0.0%	0.0%	100.0%		
051 Sea Breeze Water District		1,074,113	1,074,113	253,031	0	821,082	33.3%	23.6%
percent of amended budget				23.6%	0.0%	76.4%		
071 - 098 Lighting Districts		162,250	162,250	38,335	123,915	0	33.3%	100.0%
percent of amended budget				23.6%	76.4%	0.0%		
<b>TOTAL</b>		<b>36,090,722</b>	<b>36,866,889</b>	<b>10,139,473</b>	<b>3,096,148</b>	<b>23,631,269</b>	<b>33.3%</b>	<b>35.9%</b>

Percent of Amended Budget Spent	27.5%
Percent of Amended Budget Encumbered	8.4%
<b>Total Percent Spent &amp; Encumbered</b>	<b>35.9%</b>

Tax Levy Sensitive	29,857,533	30,156,463	8,645,252	2,138,672	19,372,538	33.3%	35.8%
<b>Total Spent + Encumbered</b>		<b>10,783,925</b>	<b>28.7%</b>	<b>7.1%</b>	<b>64.2%</b>		<b>35.8%</b>

REVENUES	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)	11,185,756	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	22,184	2,816			88.7%
Franchise Cable TV (001-1170)	750,000	750,000	-3,721	753,721			-0.5%
Recreation Program Fees (001-2001)	330,000	330,000	30,034	299,966			9.1%
Cemetery Revenues (001-2190/2665)	133,000	133,000	32,170	100,830			24.2%
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	326,935	1,663,879			16.4%
Appropriated Fund Balance	190,000	190,000	190,000	0			
<b>Total, Revenue &amp; Fund Balance</b>	<b>21,718,772</b>	<b>21,718,772</b>	<b>11,966,727</b>	<b>9,752,045</b>		<b>33.3%</b>	<b>55.1%</b>

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
<b>005 Library</b>							
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	33,871	162,543			17.2%
Appropriated Fund Balance	0	0	0	0			
<b>Total, Revenue &amp; Fund Balance</b>	<b>2,704,039</b>	<b>2,704,039</b>	<b>2,541,496</b>	<b>162,543</b>		33.3%	<b>94.0%</b>
<b>021, 023, 024 Highway Funds</b>							
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	367,167	1,255,517			22.6%
Appropriated Fund Balance	0	0	0	0			
<b>Total, Revenue &amp; Fund Balance</b>	<b>5,434,722</b>	<b>5,434,722</b>	<b>4,179,205</b>	<b>1,255,517</b>		33.3%	<b>76.9%</b>
<b>031 Consolidated San. Sewer District</b>							
Sewer Service Charges	4,012,722	4,012,722	4,012,722	0			100.0%
Other Sources of Revenue	119,532	119,532	25,961	93,571			21.7%
Appropriated Fund Balance	0	0	0	0			
<b>Total, Revenue &amp; Fund Balance</b>	<b>4,132,254</b>	<b>4,132,254</b>	<b>4,038,683</b>	<b>93,571</b>		33.3%	<b>97.7%</b>
<b>038 Stormwater Drainage District</b>							
District Service Charges	836,493	836,493	836,493	0			100.0%
Other Sources of Revenue	3,000	3,000	2,796	204			93.2%
Appropriated Fund Balance	0	0	0	0			
<b>Total, Revenue &amp; Fund Balance</b>	<b>839,493</b>	<b>839,493</b>	<b>839,289</b>	<b>204</b>		33.3%	<b>100.0%</b>
<b>039 Rock Beach San. Sewer District</b>							
District Capital Charges	9,094	9,094	9,094	0			100.0%
Other Sources of Revenue	0	0	6	-6			#DIV/0!
<b>Total Revenue</b>	<b>9,094</b>	<b>9,094</b>	<b>9,100</b>	<b>-6</b>		33.3%	<b>100.1%</b>
<b>040 Orland Road San. Sewer District</b>							
District Capital Charges	15,985	15,985	15,985	0			100.0%
Other Sources of Revenue	0	0	29	-29			#DIV/0!
<b>Total Revenue</b>	<b>15,985</b>	<b>15,985</b>	<b>16,014</b>	<b>-29</b>		33.3%	<b>100.2%</b>
<b>051 Sea Breeze Water District</b>							
District Real Estate Tax	0	0	0	0			#DIV/0!
Other Sources of Revenue	1,074,113	1,074,113	269,603.95	804,509			25.1%
Appropriated Fund Balance	0	0	0	0			
<b>Total, Revenue &amp; Fund Balance</b>	<b>1,074,113</b>	<b>1,074,113</b>	<b>269,604</b>	<b>804,509</b>		33.3%	<b>25.1%</b>
<b>071 - 098 Lighting Districts</b>							
District Real Estate Tax	162,250	162,250	162,250	0			100.0%
Other Sources of Revenue	0	0	177	-177			
Appropriated Fund Balance	0	0	0	0			
<b>Total, Revenue &amp; Fund Balance</b>	<b>162,250</b>	<b>162,250</b>	<b>162,427</b>	<b>-177</b>		33.3%	<b>100.1%</b>
<b>Summary of Revenues and Appropriated Fund Balances</b>							
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	1,290,581	12,068,179			9.7%
<b>TOTAL</b>	<b>35,900,722</b>	<b>35,900,722</b>	<b>23,832,544</b>	<b>12,068,179</b>		33.3%	<b>66.4%</b>
Appropriated Fund Balance	190,000	190,000	190,000	0			100.0%
<b>Grand Total, Revenues and Appropriated Fund Balance</b>	<b>36,090,722</b>	<b>36,090,722</b>	<b>24,022,544</b>	<b>12,068,179</b>			<b>66.6%</b>

## Town Board Meeting Notes

The 2020 financial results for the Town as of April 30: total expenses—actual as well as encumbered—are \$13,235k or 35.9% of budget which is higher than the 33.3% of the year that has elapsed. The breakdown is: actual expenses \$10,139k and encumbered expenses \$3,096k. 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.

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The General Fund expenses are above budget at 35.2% or \$7,747k. Here is the breakdown: actual expenditures - \$6,340k; encumbrances \$1,406k.

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In aggregate, the expenses in the highway funds are \$2,005k or 36.7% of budget—above the 33.3% of the year that has elapsed. Encumbrances account for \$722k (13.2%) and include fuel, salt and equipment parts.

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Expenditures in the Library are higher than budget at \$1,032k or 38.1%.

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The Sewer Fund expenses are 34.1% of budget equating to \$1,429k.

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The expenses in Stormwater Drainage total \$607k—48.4% of budget. Actual expenses are \$137k (10.9%) while encumbrances account for 37.5%. Included in the encumbered amount is a vector truck costing approximately \$386k (30.8% of budget) carried over from the prior year. A grant was awarded to the Town to partially offset this cost (\$281,500)

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The General Fund revenue received is \$11,966k or 55.1% of budget. At the end of April, the Town had received \$11.185 of real estate tax—100% of budget.

**60.3% (\$155k) PILOT (Payment In Lieu Of Tax) revenue has been received.**

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**Regarding the entire Town: \$24,023k or 66.6% of revenue and appropriated fund balance has been received to-date. Approximately \$17.5m of the amount received is real estate tax and special district assessments.**

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**At month-end, the Library had received \$2,541k or 94% of its budgeted revenue.**

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**76.9% or \$4,179k is in for the Highway.**

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**Sewer has received \$4,038k—97.7% of that fund's budget.**

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**100% of Stormwater Drainage receipts have been received at \$839k.**

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**This concludes my financial report for the month of April 2020.**

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**Workshop Meeting conducted via Zoom and streamed digitally in compliance with Gov. Cuomo's directives re: safe distancing during COVID-19 medical crisis.**

Workshop Meeting of the Town Board of the Town of Irondequoit, held via Zoom, on the 14th day of April 2020 at 4:00 P.M.

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

Others in attendance included Acting Chief Alan Laird, Director of Community Development Kerry Ivers, Assessor Amy Jorstad, Court Administrator David Marion, Commissioner of Public Works Robert Kiley, Director of Recreation Katrina Hall, Town Attorneys Megan Dorritie and Andrew Dean 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. Supervisor Seeley noted that Walmart on Hudson Avenue will be conducting COVID-19 testing by appointment only.

**STAFF SPOTLIGHT:**

Supervisor Seeley recognized all of the Town staff members who have worked so hard during this past month in dealing with the Coronavirus pandemic. He thanked them for meeting the needs of the community during this crisis.

**REVIEW OF AGENDA ITEMS FOR APRIL 21, 2020 RTB MEETING:**

**Financial Report:** Supervisor Seeley reviewed the Financial Report as of March 31, 2020. **Total expenses and encumbrances** were 27.6% of budget, higher than the 25% of the year that has elapsed. Actual expenses were 18.8% of budget; encumbrances were 8.8% 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 General Fund are above 25% at 26.6% of budget. Actual expenditures are 20.1%; encumbrances are 6.6% of budget. Expenses in the Highway Funds were 32.6% of budget, higher than the 25% of the year that has elapsed. Encumbrances account for 14.3% and include fuel, salt and vehicle parts. Expenditures in the Library are under budget at 15%. The Sewer Fund expenses were 28.8% of budget; expenses in Stormwater Drainage total 46.1% of budget. Actual expenses are 7.8% of budget, and encumbrances account for 38.3%, which includes a vector truck costing approximately \$386,000, 30.8% of budget, carried over from the prior year. A grant was awarded to the Town to partially offset this cost (\$281,500). **The General Fund revenue** received was 54.4% of budget. \$11.2M of real estate tax has been received, 100% of budget. \$155,000 of PILOT revenue has been received, 60.3% of budget. Regarding the entire Town, 65.3% of revenue and appropriated fund balance has been received to date. Approximately \$17.5M of the amount received is real estate tax and special district assessments. The Library has received 93.9% of its budgeted revenue; 76.2% of budgeted revenue is in for Highway Funds. The Sewer District has received 97.7% of that fund's budget; and Stormwater Drainage is at 99.7% of

revenue budget. Supervisor Seeley reviewed the 1<sup>st</sup> Quarter summary and comparison to the six prior years. Regarding expenditures by fund, the total current budget spent and encumbered is 27.6% and is on par with the 1<sup>st</sup> Quarter of the previous years. The General Fund Revenue for the 1<sup>st</sup> Quarter is 54.4%, which is lower than the six previous years and can be partially attributed to reduced recreation fees resulting from COVID-19. The overall Town Revenue and Fund Balance of 65.3% is slightly lower than the previous years.

**Approval of Minutes:** Minutes from the following meetings to be approved: March 10, 2020 Workshop Meeting and March 17, 2020 Regular Town Board Meeting.

**Appointment:** Assessor Amy Jorstad stated there is a need to hire a Board of Assessment Review member due to expired terms and other issues. She is recommending Renee Pritchard who is a skilled professional and works in the appraisal field. She is also a Town resident. Ms. Pritchard will complete the 5-year term, which runs from October 1, 2019 through September 30, 2024. This is a paid position in the Assessor's Office.

**Assessor:** Assessor Amy Jorstad reviewed her **one** resolution regarding a settlement agreement with HD Dev of Maryland, Inc. (Home Depot). There was a settlement agreement done previously on this property and the assessment was changed. This is another settlement agreement which reduces the assessment roll years of 2018 and 2019 from \$6,533,800 to \$6,200,000. This settlement will be for the 2020, 2021 and 2022 tax years.

**Comptroller:** Supervisor Seeley reviewed **two** resolutions from this department. The **first** resolution calls for a public hearing pertaining to amending the Citizen Participation Plan as required for the Community Development Block Grant (CDBG) Program. The Town is required to implement a Citizen Participation Plan, and this Plan needs to be modified to make the Advisory Committee's role optional. The public hearing will be held on May 19<sup>th</sup> at 7:35 PM. The **second** resolution also schedules a public hearing pertaining to the adoption of the Irondequoit 2020 Community Development Block Grant Program. A public hearing is required and will be held on May 19<sup>th</sup> at 7:36 PM. The Town is expecting to receive approximately \$916,725.

**Court:** Court Administrator David Marion reviewed **three** resolutions for Board approval. The **first** resolution authorizes attendance to the NYS Magistrate's Annual Conference, to be held from September 13<sup>th</sup> to the 16<sup>th</sup> at the Marriott Syracuse Downtown. The expenses are not to exceed \$2,300. Town Justices Joseph Genier and Patrick Russi will be attending. The **second** resolution authorizes a request for grant funding from the 2020/2021 Justice Court Assistance Program. The funding request is not to exceed \$30,000. The funding will be used to improve court room equipment, the lobby, interior cameras and lighting. The **third** resolution amends the 2020 Operating Budget of the Justice Court to accept a grant from NYS in the sum of \$10,243 for traffic safety bollards and concrete repair for the Court. This funding was not anticipated in the original 2020 budget and an amendment to the 2020 budget is required. The funding will be used to make certain improvements to the exterior of the Public Safety Building.

**Police:** Acting Chief of Police Alan Laird explained that the Police Department and the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) wanted to enter into a Memorandum of Understanding regarding the E-Trace Internet Based Firearm Tracing Application. The ATF is looking to provide a paperless firearm trace submission system and trace analysis module (e-Trace). This firearms tracing process is a valuable service offered by ATF and the information

acquired can be used to solve cases and maximize information available in identifying potential illegal firearms traffickers. This will be a real asset to the Department.

**Public Works:** Commissioner of Public Works Robert Kiley reviewed **four** resolutions. The **first** resolution accepts a gift of 50 white pine saplings with an estimated value of \$200 to the Town's Department of Public Works from Bartlett Tree Experts. This gift was possible through the efforts of Councilwoman Kimie Romeo. The **second** resolution authorizes the lease of a mail machine to be used by the Department of Public Works. The lease is through Lineage, as they had the lowest responsible quote. The term of the lease is 63 months at a monthly fee of \$80.90 for the first 12 months and includes monthly maintenance, professional installation with training, a 5-pound scale and postal rate updates. The **third** resolution addresses the Environmental Quality Review for the Sea Breeze Wastewater Pump Station improvements. The Town received a grant from New York State as part of the Lake Ontario Resiliency and Economic Development Initiative (REDI) for improvements due to high water levels on Lake Ontario. The Department of Public Works is looking to replace existing pumps at the Sea Breeze Wastewater Pump Station with higher-capacity pumps. The Town will contract this work out and seek bids for the work. This project is a Type II Action and does not have a significant impact on the environment and is not subject to review under SEQRA. The **fourth** resolution addresses the Environmental Quality Review for the Point Pleasant Wastewater Pump Station improvements. The Town received a grant for various improvement projects from NYS as part of the Lake Ontario Resiliency and Economic Development Initiative (REDI) due to rising high water levels on Lake Ontario. The Department of Public Works wishes to replace the existing pumps at Point Pleasant Station with higher capacity pumps. This work will be contracted out and public bids will be requested. This project is a Type II Action and does not have a significant impact on the environment and is not subject to review under SEQRA.

**Recreation:** Director of Recreation Katrina Hall reviewed **two** resolutions. The **first** resolution authorizes the renewal of contract for the purchase of various non-alcoholic beverages for the McAvoy Park Sports Complex. The current contract was for one year with the option for the Town to extend the contract annually for up to two additional one-year terms. The term of the contract runs through May 11, 2021. The **second** resolution authorizes the Supervisor to enter into various contracts with vendors for the Town's 2020 Farmers' Market and Gazebo Concert Series. Both events run from May 28th through September 3<sup>rd</sup> of 2020.

Supervisor Seeley noted that the Regular Town Board meeting will be held in the Broderick Room on Tuesday, April 21<sup>st</sup> with just the Board Members and Town Clerk present. Public Input will be taken through written submission.

**ITEMS FOR BOARD ACTION:**

**4WS2020-1 RESOLUTION Declaring the Intent of the Town Board of the Town of Irondequoit to be Lead Agency Pursuant to the State Environmental Quality Review Act Regarding the Irondequoit Bay State Marine Park and Culver Road Storm Sewers Project**

On a motion made by Councilmember **Freeman**, seconded by Councilmember **Perticone**, a resolution was adopted **declaring the Town's intent to be Lead Agency for purposes of the State Environmental Quality Review Act (SEQRA).**

*Commissioner of Public Works Robert Kiley noted that the Town received two financial awards through the Lake Ontario Resiliency and Economic Development Initiatives (REDI) to address the increased high-water level of Lake Ontario in the past several years. During times with high-water levels, both areas become submerged. The Culver Road Storm Project requires the installation of a new storm manhole, some storm piping, inline check valves and a stormwater pump station. The Irondequoit Bay State Marine Park Project includes the expansion and elevation of current parking spaces, the boat maneuvering area, a concrete boat launch ramp along with installing floating boarding docks, adding additional parking spaces, a pavilion, playground, canoe/kayak launch and transient boat dock. This Project is a Type 1 Action and requires Part 1 of the Full Environmental Assessment Form under SEQRA. The Town is to notify all other involved agencies of its intent to be Lead Agency.*

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

*Resolution Number 2020-110*

**4WS2020-2 RESOLUTION Declaring the Intent of the Town Board of the Town of Irondequoit to be Lead Agency Pursuant to the State Environmental Quality Review Act Regarding the Bay Shore Sewer District Extension REDI Project**

On a motion made by Councilmember **Freeman**, seconded by Councilmember **Perticone**, a resolution was adopted **declaring the Town Board's intent to be Lead Agency for the purposes of SEQRA.**

*Commissioner of Public Works Robert Kiley reviewed this resolution stating that due to the high-water level of Lake Ontario over the last few years, NYS has formed the Lake Ontario Resiliency and Economic Development Initiatives (REDI) and allocated funding to increase the resiliency of several homes located on Bay Shore Boulevard. These homes are currently dependent on septic systems, but their resiliency would be improved by extending municipal sewer service to them. The Town wishes to install approximately 2,000 linear feet of sewer line and approximately 3,000 linear feet of laterals along portions of Bay Shore Boulevard. The Project is an Unlisted Action under SEQRA and the Town is to give notification to all other involved agencies of its intent to be Lead Agency on the project.*

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

*Resolution Number 2020-111*

**4WS2020-3 RESOLUTION Declaring the Intent of the Town Board of the Town of Irondequoit to be Lead Agency Pursuant to the State Environmental Quality Review Act Regarding the Bay Village Wastewater Pump Station Replacement REDI Project**

On a motion made by Councilmember **Freeman**, seconded by Councilmember **Perticone**, a resolution was adopted **declaring its intent to be Lead Agency for the purposes of SEQRA.**

*Commissioner of Public Works Robert Kiley stated that the Town received an award from NYS Lake Ontario Resiliency and Economic Development Initiatives (REDI) to increase the resiliency of the Bay Village Wastewater Pump Station. This area is susceptible to inflows of water during periods of high-water levels. The Town is looking to connect approximately 30 homes to the existing sewer system; a new facility in that area will accommodate the additional sewer lines and increased flow rates. The Town will also install a high-density force main to replace an existing asbestos cement force main. This project is classified as an Unlisted Action, and Part I of the Short Environmental Assessment Form for the project has been completed and reviewed. The Town will give notice to all other involved agencies of its intent to be Lead Agency in this project. Commissioner Kiley added that due to a required 30-day Notice to be Lead Agency these three resolutions needed to come before the Board at this Workshop meeting.*

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

*Resolution Number 2020-112*

Supervisor Seeley said the Regular Town Board Meeting will be held in the Broderick Room with just the Town Board members and Town Clerk present. The Public Hearing regarding the Rezoning of 2732 Culver Road will be opened and kept open until the public is able to share their Comments at the meeting.

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Perticone**, the Workshop Meeting was adjourned at 4:41 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 via Zoom on the **21st day of April 2020** at 7:00 P.M.

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

Others in attendance via Zoom included Commissioner of Public Works Robert Kiley, Director of Community Development Kerry Ivers, Director of Human Resources Jason Vinette, Comptroller Diana Marsh, Acting Chief of Police Alan Laird, Director of Recreation Katrina Hall, Court Administrator David Marion, Assessor Amy Jorstad and Town Clerk Genier.

**SUPERVISOR'S REMARKS AND ANNOUNCEMENTS:**

\*Supervisor Seeley explained that this meeting is closed to the public following a directive from Gov. Cuomo regarding the Coronavirus-19 health pandemic. The public can view this meeting on Facebook Live or Channel 1303. The Town government offices have been significantly closed down. A Drop Box has been placed at the rear entrance to the Town Hall for tax bills, water bills, etc. The Town is operational, but there is a limited number of employees working. If you have business with the Town, please use the phone, regular mail, email, or bring your papers to the Drop Box. If you need police assistance, please call 911. The Irondequoit Police Department is fully staffed with officers. The Public Works Department staff has scaled down with crews working every other week. The Department will transition to full staffing in early May. The Town Clerk, Assessor and Building Department are working, but without resident contact and with limited staff. The Recreation Department is working remotely, planning for summer programs. The Parks remain open with social distancing urged. Playgrounds are closed. The Courts are closed. The Memorial Day Parade has been cancelled and the Town is assessing the July 4<sup>th</sup> festivities. The Library remains closed with virtual programming occurring. The Administrative offices of the Comptroller, Supervisor and Human Resources remain in operation. Supervisor Seeley noted that the Town is working closely with other local and State organizations through this difficult time, and he will share information as it comes in. The Town has partnered with Foodlink and the Irondequoit Community Cupboard and distributed free food items in mid-March. A food drive was also held at Bishop Kearney High School in April. He noted that the Irondequoit Food Cupboard is a wonderful resource for residents who need help. Their number is 585-336-9107. \*Supervisor Seeley commented that the 2020 Census is now being conducted and it is important for the Town of Irondequoit to have residents complete that process. Funding that the Town and County receive from the government correlates with the population of both. At this time, 57.4% of residents have responded to the questionnaire. The census form can be filled out online. \*The Irondequoit Public Library is closed but is working with the school districts and residents to make sure they all have internet access. The Library has made 200 mobile WiFi hotspots available. Please call or text 585-210-2390 for more information. \*The Clerk's office is now preparing marriage licenses via Zoom as directed by the Governor's Executive Order. Contact the Clerk at 585-336-6045 or [bgenier@irondequoit.org](mailto:bgenier@irondequoit.org). \*From the Assessor's Office, the Tentative Roll will be published on May 15<sup>th</sup> (normally May 1<sup>st</sup>). Grievance Day will be held June 10<sup>th</sup> and the Final Roll will be filed on July 15<sup>th</sup>. Please call 585-336-6055 or email [assessorsoffice@irondequoit.org](mailto:assessorsoffice@irondequoit.org) for more information. \*Supervisor Seeley shared information on resources and warnings regarding COVID-19 by logging onto <https://ag.ny.gov/coronavirus> or calling 800-771-7755. Information is available on employment-related questions, consumer protection, health insurance questions, Stimulus Payments and suspension of debt collection. Additional information can be obtained by going to [monroecounty.gov/health-COVID-19](http://monroecounty.gov/health-COVID-19) or [coronavirus.health.ny.gov](http://coronavirus.health.ny.gov). The government has done a really nice job of informing people about this medical issue and what they can do to stay safe. \*Supervisor Seeley noted that Pathstone Senior Living Development at Skyview on the Ridge is holding a contest for Irondequoit residents to name the new facility. Submissions are due by May 15<sup>th</sup>. For more information, visit [www.irondequoit.org](http://www.irondequoit.org) or contact Alex Hipolito at [ahipolito@irondequoit.org](mailto:ahipolito@irondequoit.org). There is a \$500 prize for the winning submission. A committee will decide the winner. Supervisor Seeley stated that there have been a couple dozen submissions so far. \*At the April 14th Workshop Meeting, **Supervisor Seeley** recognized all the Town staff for working through these difficult, unprecedented times, as well as first responders, those who worked the food drive, and those working in administrative roles to keep the Town running. He thanked the Town staff and hoped it wouldn't be too long before we are all able to come together again.

**PUBLIC INPUT:** Due to the COVID-19 pandemic and the Town Hall being closed to the public, no one was present to speak. Anyone interested in sharing comments with the Town Board were encouraged to email or phone in those comments, but none were received. Supervisor Seeley stated that the Public Hearing would be held open until the public is able to attend.

**FINANCIAL REPORT:** Comptroller Diana Marsh reviewed the Financial Report as of March 31, 2020. **Total expenses and encumbrances** were 27.6% of budget, higher than the 25% of the year that has elapsed. Actual expenses were 18.8% of budget; encumbrances were 8.8% 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 General Fund are above 25% at 26.6% of budget. Actual expenditures are 20.1%; encumbrances are 6.6% of budget. Expenses in the Highway Funds were 32.6% of budget, higher than the 25% of the year that has elapsed. Encumbrances account for 14.3% and include fuel, salt and vehicle parts. Expenditures in the Library are under budget at 15%. The Sewer Fund expenses were 28.8% of budget; expenses in Stormwater Drainage total 46.1% of budget. Actual expenses are 7.8% of budget, and encumbrances account for 38.3%, which includes a vactor truck costing approximately \$386,000, 30.8% of budget, carried over from the prior year. A grant was awarded to the Town to partially offset this cost (\$281,500). **The General Fund revenue** received was 54.4% of budget. \$11.2M of real estate tax has been received, 100% of budget. \$155,000 of PILOT revenue has been received, 60.3% of budget. Regarding the entire Town, 65.3% of revenue and appropriated fund balance has been received to date. Approximately \$17.5M of the amount received is real estate tax and special district assessments. The Library has received 93.9% of its budgeted revenue; 76.2% of budgeted revenue is in for Highway Funds. The Sewer District has received 97.7% of that fund's budget; and Stormwater Drainage is at 99.7% of revenue budget. Supervisor Seeley reviewed the 1<sup>st</sup> Quarter summary and comparison to the six prior years. Regarding expenditures by fund, the total current budget spent and encumbered is 27.6% and is on par with the 1<sup>st</sup> Quarter of the previous years. The General Fund Revenue for the 1<sup>st</sup> Quarter is 54.4%, which is lower than the six previous years and can be partially attributed to reduced recreation fees resulting from COVID-19. The overall Town Revenue and Fund Balance of 65.3% is slightly lower than the previous years. Supervisor Seeley noted that the revenue is slightly less than received in prior years. As the Town moves through the year, it might become significantly less. There have been some positive signs from the government that Towns might be reimbursed or compensated from lost revenue due to COVID-19. Supervisor Seeley will begin discussing budgets with some of the larger departments.

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

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

#### **APPROVAL OF MINUTES:**

On a motion made by Councilmember **Romeo**, seconded by Councilmember **Freeman**, the minutes from the **March 10, 2020 Workshop Meeting** were approved.

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

On a motion made by Councilmember **Romeo**, seconded by Councilmember **Perticone**, the minutes from the **March 17, 2020 Regular Town Board Meeting** were approved.

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

#### **PUBLIC HEARING:**

**4PH2020-1** On the Matter of Rezoning 2732 Culver Road (St. Cecelia Church of  
7:35 PM Rochester) from R-2 Residential to R-5 Residential

Supervisor Seeley stated that the Board would open this Public Hearing but will not be conducting the Hearing tonight. It will be kept open until such time as the public can attend and comment.

#### **ITEMS FOR BOARD ACTION:**

**4A2020-2 RESOLUTION AUTHORIZING THE APPOINTMENT TO THE TOWN OF IRONDEQUOIT BOARD OF ASSESSMENT REVIEW**

On a motion made by Councilmember **Romeo**, seconded by Councilmember **Freeman**, a resolution was adopted **approving the appointment of Renee Pritchard to the Board of Assessment Review to complete the 5-year term of a current vacancy which runs October 1, 2019 through September 30, 2024 and shall be compensated for such services in the amount of \$20 per hour.**

*Assessor Amy Jorstad stated that there were a couple of vacancies on the Board of Assessment Review and this appointment would fill one of them. Renee Pritchard is an Appraiser and Town resident. She is a skilled professional and is qualified to serve on this Board.*

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

*Resolution Number 2020-113*

**4A2020-3 RESOLUTION AUTHORIZING A SETTLEMENT AGREEMENT WITH HD DEV OF MARYLAND, INC.**

On a motion made by Councilmember **Perticone**, seconded by Councilmember **Romeo**, a resolution was adopted **formally approving a settlement with HD Dev of Maryland, Inc. with the following terms: the assessment for HD Dev of Maryland, Inc. for 2018 and 2019 assessment roll years shall be reduced from \$6,533,800 to \$6,200,000; and the settlement shall be governed by Section 727 of the Real Property Tax Law for tax years 2020, 2021 and 2022.**

*Assessor Amy Jorstad explained that a settlement agreement for Home Depot was originally settled a few years ago. During the Revaluation in 2018, they were reassessed, and they grieved that assessment. This resolution is a new settlement agreement. This is a good agreement for the Town as there will be a minimum of refunds. The new assessment is very close to the current one.*

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

*Resolution Number 2020-114*

**4A2020-4 RESOLUTION SCHEDULING A PUBLIC HEARING PERTAINING TO AMENDING THE CITIZEN PARTICIPATION PLAN AS REQUIRED FOR IRONDEQUOIT'S COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM**

On a motion made by Councilmember **Freeman**, seconded by Councilmember **Romeo**, a resolution was adopted **scheduling a Public Hearing at 7:35 PM on May 19, 2020 on the matter of amending the Citizen Participation Plan for the Town of Irondequoit Community Development Block Grant Program.**

*Supervisor Seeley explained that the Federal government requires the Town to implement a Citizen Participation Plan as part of the Community Development Block Grant Program, of which the Town is a recipient. The Citizen Participation Plan includes a number of Public Hearings, in addition to having a Citizens Review Ad Hoc Committee. The Ad Hoc Committee is not required by the Federal Government, but it helps with transparency of citizen input. With all that has gone on with COVID-19, it became too difficult of an undertaking to maintain the Ad Hoc Review Committee. Therefore, the Town needs to modify the existing Citizen Participation Plan to make the Advisory Committee role optional.*

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

*Resolution Number 2020-115*

**4A2020-5 RESOLUTION AUTHORIZING THE SCHEDULING OF A PUBLIC HEARING PERTAINING TO THE ADOPTION OF THE IRONDEQUOIT 2020 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

On a motion made by Councilmember **Freeman**, seconded by Councilmember **Romeo**, a resolution was adopted **scheduling a Public Hearing at the Regular Town Board Meeting on May 19, 2020 at 7:36 PM in the matter of adoption of the Irondequoit 2020 Community Development Block Grant Program in the approximate amount of \$916,725.**

Supervisor Seeley explained that this is an annual resolution to adopt the CDBG Program. The Town receives a block grant from the U.S. Department of Housing and Urban Development (HUD) as a Community Development entitlement community. The Program begins August 1, 2020 and ends on July 31, 2021. The grant is in the approximate amount of \$916,725. A Public Hearing in this matter is required under the rules of HUD. Supervisor Seeley stated that there was not much different from last year. The Town will receive \$540,000 in additional CDBG money from the first CARES Act which will go before the Board at a later date.

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2020-116

**4A2020-6 RESOLUTION AUTHORIZING ATTENDANCE TO THE NEW YORK STATE MAGISTRATE ANNUAL CONFERENCE**

On a motion made by Councilmember **Romeo**, seconded by Councilmember **Freeman**, a resolution was adopted **authorizing the attendance of Town Justices Joseph Genier and Patrick Russi to the 111<sup>th</sup> NYS Magistrates Association Annual Conference for a cost not to exceed \$2,300.**

Court Administrator David Marion stated that the Conference will be held from September 13<sup>th</sup> through September 16<sup>th</sup> at the Marriott Syracuse Downtown and funding for this Conference is in the budget.

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2020-117

**4A2020-7 RESOLUTION AUTHORIZING GRANT APPLICATION FROM THE JUSTICE COURT ASSISTANCE PROGRAM**

On a motion made by Councilmember **Freeman**, seconded by Councilmember **Perticone**, a resolution was adopted **authorizing the application to be submitted to the Justice Court Assistance Program by the Irondequoit Town Court for funding and/or supplies for an amount not to exceed \$30,000.**

Court Administrator David Marion stated that the Court has had success in the past applying for this grant and he would like to submit this application as well. The application is due in October.

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2020-118

**4A2020-8 RESOLUTION AUTHORIZING AN AMENDMENT TO THE 2020 OPERATING BUDGET OF THE JUSTICE COURT TO ACCEPT A GRANT FROM NYS IN THE AMOUNT OF \$10,243 FOR TRAFFIC SAFETY BOLLARDS AND CONCRETE REPAIR FOR THE TOWN COURT**

On a motion made by Councilmember **Romeo**, seconded by Councilmember **Freeman**, a resolution was adopted **authorizing the Chief of Police to enter into the Letter of Understanding in substantially the form attached hereto and made a part hereof.**

Court Administrator David Marion explained that this grant was submitted last October for traffic safety bollards and concrete repair for the Town Court and was not added to this year's budget.

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2020-119

**4A2020-9 RESOLUTION AUTHORIZING ACTING CHIEF OF POLICE TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN THE BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES AND THE IRONDEQUOIT POLICE DEPARTMENT REGARDING THE 3-TRACE INTERNET BASED FIREARM TRACING APPLICATION**

On a motion made by Councilmember **Freeman**, seconded by Councilmember **Romeo**, a resolution was adopted **accepting the Memorandum of Understanding between the Irondequoit Police Department and the ATF.**

*Acting Chief Alan Laird explained that the Police Department would be provided a paperless firearm trace submission system and trace analysis module which is readily accessible to the Department. This service provides the necessary tools for submitting, retrieving, storing and querying firearms trace-related information. This is a valuable service to the Department.*

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

*Resolution Number 2020-120*

**4A2020-10 RESOLUTION ACCEPTING A GIFT OF WHITE PINE SAPLINGS**

On a motion made by Councilmember **Romeo**, seconded by Councilmember **Freeman**, a resolution was adopted **formally accepting the donation of 50 white pine saplings with an estimated value of \$200 from Bartlett Tree Experts to be planted at the Public Works facility.**

*Commissioner of Public Works Robert Kiley explained that this resolution formally accepts 50 white pine saplings from Bartlett Tree Experts, a value of \$200. These saplings have been planted at the new Department of Public Works facility. He thanked Councilmember Romeo for her assistance in receiving this gift. Councilmember Romeo thanked arborist Nancy Reardon for her help in this matter.*

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

*Resolution Number 2020-121*

**4A2020-11 RESOLUTION AUTHORIZING THE LEASE OF A MAIL MACHINE TO BE USED BY THE DEPARTMENT OF PUBLIC WORKS**

On a motion made by Councilmember **Perticone**, seconded by Councilmember **Romeo**, a resolution was adopted **authorizing the Supervisor to enter into an agreement with Lineage for the lease and service of a mail machine, in such form as to be approved by the Town Attorney, and that the Town Board approves a purchase order in the amount of \$970.80 with Lineage for the first year of the lease.**

*Commissioner of Public Works Robert Kiley explained that his Department previously used the mail machine at the Town Hall facility. Now that his Department has relocated off site, a mail machine at the facility would improve efficiency within the Department. Three quotes were obtained with Lineage having the lowest responsible quote. The lease term is 63 months at a monthly fee of \$80.90 for the first 12 months. This includes monthly maintenance, professional installation with training, a 5-pound scale and postal rate updates. Funding is available in the budget.*

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

*Resolution Number 2020-122*

**4PH2020-1 ON THE MATTER OF REZONING 2732 CULVER ROAD (ST. CECELIA CHURCH OF ROCHESTER) FROM R-2 RESIDENTIAL TO R-5 RESIDENTIAL**

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

Supervisor Seeley stated that this Public Hearing will remain OPEN until the Regular Town Board meeting scheduled for May 19, 2020. This will be the third Public Hearing at that meeting. He explained that during this COVID-19 pandemic, Governor Cuomo issued two Executive Orders regarding Open Meetings. The first authorized that Open Meetings could be conducted via audio/visual. The second authorized that no Public Hearing would be held without providing residents the opportunity to testify via telephone or videopublic is able to attend. Supervisor Seeley added that notification was sent to adjoining neighbors regarding this Public Hearing.

**4A2020-12 RESOLUTION PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT REGARDING SEA BREEZE WASTEWATER PUMP STATION IMPROVEMENTS**

On a motion made by Councilmember **Freeman**, seconded by Councilmember **Perticone**, a resolution was adopted **determining that the project qualifies as a Type II Action as one for the replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site and as such does not have a significant impact on the environment and is not subject to review under SEQRA.**

*Commissioner of Public Works Robert Kiley explained that both this resolution and the next resolution are State Environmental Quality Review Act matters regarding improvements to the Sea Breeze Wastewater Pump Station and Point Pleasant Wastewater Pump Station. Both stations have been identified, and grant funding has been awarded for these projects from the Lake Ontario Resiliency and Economic Development Initiative (REDI). Both projects are Type II Actions for the replacement, rehabilitation or reconstruction of a structure or facility on the same site, and neither project had a significant impact on the environment and is not subject to review under SEQRA.*

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

*Resolution Number 2020-123*

**4A2020-13 RESOLUTION PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT REGARDING THE POINT PLEASANT WASTEWATER PUMP STATION IMPROVEMENTS**

On a motion made by Councilmember **Perticone**, seconded by Councilmember **Freeman**, a resolution was adopted **determining that the project qualifies as a Type II Action as one for the replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site and as such does not have a significant impact on the environment and is not subject to review under SEQRA.**

*Supervisor Seeley noted that this pump station services the bottom of the hill off Point Pleasant, and there has been a lot of flooding in the area of Bay Front North, Schnackel Drive and portions of Bay Front South.*

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

*Resolution Number 2020-124*

**4A2020-14 RESOLUTION AUTHORIZING THE RENEWAL OF CONTRACT FOR THE PURCHASE OF VARIOUS NON-ALCOHOLIC BEVERAGES FOR THE MCAVOY PARK SPORTS COMPLEX**

On a motion made by Councilmember **Perticone**, seconded by Councilmember **Romeo**, a resolution was adopted **approving the extension of the Wright Beverages contract for the amounts set forth on Exhibit A and authorizes the Supervisor to execute any and all necessary documents to enter into an extension with Wright Beverages in such form as approved by the Town Attorney.**

*Director of Recreation Katrina Hall explained that this resolution would extend the contract with Wright Brothers. A contract was entered into last year and this is the first of the one-year renewal that the contract allowed.*

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

*Resolution Number 2020-125*

**4A2020-15 RESOLUTION AUTHORIZING THE SUPERVISOR TO ENTER INTO VARIOUS CONTRACTS WITH VENDORS FOR THE TOWN'S 2020 FARMERS' MARKET AND GAZEBO CONCERT SERIES**

On a motion made by Councilmember **Romeo**, seconded by Councilmember **Perticone**, a resolution was adopted **approving the agreements listed in Addendum "A" for the Town's 2020 Farmers' Market and Gazebo Concert Series.**

*Director of Recreation Katrina Hall explained that this resolution authorizes the Supervisor to enter into contracts for entertainment for both the Farmers' Market and the Gazebo series. If these events will still be held, Director Hall wanted to enter into the contracts now. Supervisor Seeley noted that the Farmers' Market will be pared down this year, allowing produce purchases but there will not be entertainment and other non-essential booths open due to the health guidelines given during the COVID-19 pandemic.*

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

*Resolution Number 2020-126*

**4A2020-16 RESOLUTION ACKNOWLEDGING AND AUTHORIZING THE TOWN ASSESSOR TO EXTEND TENTATIVE AND FINAL ASSESSMENT ROLL DATES PURSUANT TO GOVERNOR'S EXECUTIVE ORDER 202.22**

On a motion made by Councilmember **Romeo**, seconded by Councilmember **Freeman**, a resolution was adopted **acknowledging and authorizing that the Town Assessor may, in her discretion, utilize the procedures set forth in Executive Order 202.22 and file the tentative and final assessment rolls of the Town up to 30 days later than otherwise allowable; the Assessor is further authorized to set a date for hearing assessment complaints that is at least 21 days after the filing of the tentative roll.**

*Supervisor Seeley stated that the Assessor acknowledged her ability to move the filing date for the tentative and final assessment rolls by up to 30 days later than otherwise allowable. She will file 15 days later.*

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

*Resolution Number 2020-127*

Next Board meetings are:

Tuesday, May 12, 2020  
Tuesday, May 19, 2020

Workshop Meeting @ 4 PM  
Regular Town Board Meeting @ 7 PM

(Locations to be determined)

On a motion made by Councilmember **Freeman**, seconded by Councilmember **Romeo**, the Regular Town Board Meeting was adjourned at 7:45 PM.

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

Respectfully submitted,



Barbara Genier, Town Clerk

**EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD ADOPTING  
A RESOLUTION TO AMEND THE CITIZEN PARTICIPATION PLAN AS  
REQUIRED FOR IRONDEQUOIT'S COMMUNITY DEVELOPMENT BLOCK  
GRANT PROGRAM (CDBG)**

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 19th day of May, 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

**WHEREAS**, the Town of Irondequoit is a Community Development Block Grant (CDBG) entitlement community and, as such, receives an annual block grant from the U.S. Department of Housing and Urban Development (HUD); and

**WHEREAS**, participation in the CDBG program requires the Town to prepare and implement a Citizen Participation Plan; and

**WHEREAS**, the Town needs to modify its existing Citizen Participation Plan to make the Advisory Committee role optional; and

**WHEREAS**, the Town Board at a Regular Meeting on April 21, 2020 called for a public hearing concerning amendment of the Citizen Participation Plan, to be held on May 19, 2020 at 7:35 p.m., and all interested parties who wished to speak were heard on that date; and

**WHEREAS**, the Town Board finds that (i) notice of the public hearing was published and posted as required by law, and is otherwise sufficient; and (ii) that amendment of the Citizen Participation Plan is in the public interest.

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board amends the Citizen Participation Plan for the Town of Irondequoit Community Development Block Grant Program to make the Advisory Committee role optional.

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 THE IRONDEQUOIT  
2020 COMMUNITY DEVELOPMENT BLOCK GRANT 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 19th day of May, 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 of Irondequoit is a Community Development entitlement community and, as such, receives an annual block grant from the U.S. Department of Housing and Urban Development (HUD); and

**WHEREAS**, the Town has received a block grant award from HUD for the 2020 Community Development Block Grant Program, which will begin August 1, 2020 and end on July 31, 2021, in the amount of \$916,725; and

**WHEREAS**, the Town has prepared a proposed Community Development Block Grant Program in anticipation of receiving HUD funding for its 2020 program year; and

**WHEREAS**, the proposed Community Development Block Grant Program prepared by the Town reflects the needs and priorities contained in the Irondequoit Consolidated Plan, and also complies with all program rules and regulations promulgated by HUD; and

**WHEREAS**, the Town Board determines that all proposed Community Development Block Grant Program is a Type II action pursuant to 6 NYCRR § 617.5(c)(1), (2), (5), (18), (25), (26), and (27), and therefore no further review pursuant to the New York State Environmental Quality Review Act (“SEQRA”) is required (6 NYCRR § 617.5(a)); and

**WHEREAS**, the Town will comply with the National Environment Protection Act as required by HUD; and

**WHEREAS**, the Town, in accordance with program regulations and its Citizen Participation Plan, has provided its residents with the opportunity to review and comment upon the Irondequoit Proposed Community Development Block Grant Program at a public hearing held at the regular meeting of the Town Board on May 19, 2020.

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board authorizes the adoption of the Irondequoit 2020 Community Development Block Grant Program and authorizes the Supervisor to execute and deliver such documentation as necessary to submit the Irondequoit 2020 Community Development Block Grant Program to HUD for that agency's review, and to submit such additional information as may be required by HUD.

**AND, BE IT FURTHER RESOLVED**, that the Town Supervisor, or his designee, is authorized to accept Community Development Block Grant Program funds totaling \$916,725, and to execute contracts and any amendments with HUD for the period of August 1, 2020 through July 31, 2021, subject to HUD approval of the submission.

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	Freeman	voting_____
Town Board Member	Perticone	voting_____
Town Board Member	Romeo	voting_____
Town Supervisor	Seeley	voting_____

**EXTRACT OF MINUTES OF A REGULAR MEETING OF THE TOWN BOARD  
ADOPTING A RESOLUTION APPROVING THE PERMANENT APPOINTMENT OF  
AN ASSESSMENT CLERK**

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 19th day of May 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
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Town Board Member \_\_\_\_\_ offered the following resolution and moved its adoption:

**WHEREAS**, on September 12, 2018, the Town Board appointed Carrie Burdick to the position of Assessment Clerk on a provisional basis; and

**WHEREAS**, Carrie Burdick has taken and passed the Assessment Clerk Civil Service Exam and is reachable per Civil Service Rules; and

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

**NOW, THEREFORE BE IT RESOLVED**, that the Town Board approves the permanent appointment of Carrie Burdick to the position of Assessment Clerk at an annual rate of \$33,500.00 to be paid from budget code 001.1355.0100.1100.

This resolution shall take effect immediately.

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

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

**EXTRACT OF MINUTES OF A WORKSOP MEETING OF THE TOWN BOARD  
ADOPTING A RESOLUTION APPROVING THE PERMANENT APPOINTMENT OF A  
RECEPTIONIST**

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 19th day of May 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
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Town Board Member \_\_\_\_\_ offered the following resolution and moved its adoption:

**WHEREAS**, on April 29, 2019 Katie Palermo began part time employment with the Town of Irondequoit; and

**WHEREAS**, on September 23, 2019 the Town Board appointed Katie Palermo to the full time provisional position of Receptionist; and

**WHEREAS**, Katie Palermo has taken and passed the Receptionist Civil Service Exam; and

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

**NOW, THEREFORE BE IT RESOLVED**, that the Town Board approves the permanent appointment of Katie Palermo to the position of Receptionist at a rate of \$15.00 per hour to be paid from budget code 001.1410.0100.1100.

This resolution shall take effect immediately.

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

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

**EXTRACT OF MINUTES OF A REGULAR MEETING OF THE TOWN BOARD  
ADOPTING A RESOLUTION APPROVING THE PERMANENT APPOINTMENT OF A  
PROPERTY CLERK**

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 19th day of May 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
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Town Board Member \_\_\_\_\_ offered the following resolution and moved its adoption:

**WHEREAS**, on February 28<sup>th</sup>, 2018 Pamela Davis began employment with the Irondequoit Police Department; and

**WHEREAS**, Pamela Davis has taken and passed the Property Clerk Civil Service Exam and is reachable per Civil Service Rules; and

**WHEREAS**, the Acting Chief of Police, Alan Laird would like to appoint Pamela Davis to the position of Property Clerk in the Irondequoit Police Department.

**NOW, THEREFORE BE IT RESOLVED**, that the Town Board approves the full-time permanent appointment of Pamela Davis to the position of Property Clerk at an annual rate of \$30,030.00 to be paid from budget code 001.3120.0100.1100.

This resolution shall take effect immediately.

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

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

**EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD ADOPTING  
A RESOLUTION AUTHORIZING THE REAPPOINTMENT TO THE TOWN OF  
IRONDEQUOIT BOARD OF ASSESSMENT REVIEW**

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 19<sup>th</sup> day of May, 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
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Town Board Member \_\_\_\_\_ offered the following resolution and moved its adoption:

**WHEREAS**, pursuant to New York Real Property Tax Law §523, it is necessary to have members on the Board of Assessment Review who are qualified and knowledgeable in real estate values law and is a resident of the Town; and

**WHEREAS**, the Town Board finds that **Scott Smith** is qualified to serve on the Board of Assessment Review; and

**WHEREAS**, pursuant to New York Real Property Tax Law §523(1)(g), Board of Assessment Review members may be compensated for their services; and

**WHEREAS**, there is a vacancy on the Board of Assessment review for a 5-year term running October 1, 2018 through September 30, 2023, and

**WHEREAS**, Scott Smith was previously appointed to serve on the Board of Assessment Review, but will be reappointed to fill the vacancy to ensure continuity of the Board of Assessment Review from year to year; and

**WHEREAS**, funding for this is available in the account #001-1355-4402.

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board hereby reappoints **Scott Smith** to the Board of Assessment Review to complete the 5-year term of current vacancy which runs October 1, 2018 through September 30, 2023 and shall be compensated for such services in the amount of \$20.00 per hour.

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 ADOPTING  
A RESOLUTION AUTHORIZING THE APPOINTMENT TO THE TOWN OF  
IRONDEQUOIT BOARD OF ASSESSMENT REVIEW**

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 19<sup>th</sup> day of May, 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
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Town Board Member \_\_\_\_\_ offered the following resolution and moved its adoption:

**WHEREAS**, pursuant to New York Real Property Tax Law §523, it is necessary to have members on the Board of Assessment Review who are qualified and knowledgeable in real estate values law and is a resident of the Town; and

**WHEREAS**, the Town Board finds that **RICH ORCZYK**, is a skilled professional, working in the real estate field and is qualified to serve on the Board of Assessment Review; and

**WHEREAS**, pursuant to New York Real Property Tax Law §523(1)(g), Board of Assessment Review members may be compensated for their services; and

**WHEREAS**, funding for this is available in the account #001-1355-4402.

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board hereby appoints **RICH ORCKYK** to the Board of Assessment Review to complete the unexpired 5-year term of current vacancy which runs October 1, 2015 through September 30, 2020 and shall be compensated for such services in the amount of \$20.00 per hour.

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 A MEETING OF THE TOWN BOARD  
ADOPTING A RESOLUTION AUTHORIZING THE SUPERVISOR TO ENTER  
INTO A GRANT AGREEMENT WITH PATHSTONE DEVELOPMENT  
CORPORATION**

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 19<sup>th</sup> day of May 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
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Town Board Member \_\_\_\_\_ offered the following resolution and moved its adoption:

**WHEREAS**, the Town was awarded funding from the United States Department of Housing and Urban Development through the Community Development Block Grant program (“CDBG”) for the 2019-20 Program Year; and

**WHEREAS**, the Town allocated \$100,000 in CDBG grant funding to Pathstone Development Corporation (“Pathstone”) to provide gap funding for a project to develop senior housing at the former Irondequoit Mall (“Project”); and

**WHEREAS**, the Project is eligible for CDBG grant funding because it will provide affordable housing for seniors, which as a limited clientele are presumed to be low- or moderate-income residents in accordance with CDBG requirements; and

**WHEREAS**, Pathstone has requested that, to receive the CDBG grant funding from the Town, the Town and Pathstone enter into a grant agreement setting forth the obligations of the parties with respect to the allocation and use of the CDBG grant funding; and

**WHEREAS**, it is advisable and in the best interest of the Town to enter in a grant agreement with Pathstone.

**NOW THEREFORE BE IT RESOLVED**, that the Town Supervisor is hereby authorized to enter into the Grant Agreement between the Town and Pathstone in substantially the form annexed hereto as Attachment A and in final form and substance to be approved by the Attorney for the Town.

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

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

**Attachment A**  
**(Grant Agreement)**

**GRANT AGREEMENT**

**TOWN OF IRONDEQUOIT**

**and**

**PATHSTONE DEVELOPMENT CORPORATION**

**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

## **GRANT AGREEMENT**

### **TOWN OF IRONDEQUOIT COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

This GRANT AGREEMENT is made as of March 31, 2020, by and between the Town of Irondequoit, a municipal corporation of the State of New York with offices at 1280 Titus Avenue, Rochester, New York 14617 (the "Town") and PathStone Development Corporation, a not-for-profit corporation with its principal office at 7 Prince Street, Rochester, New York 14607 ("PathStone").

**WHEREAS**, the Town was awarded funding from the United States Department of Housing and Urban Development ("HUD") through the Community Development Block Grant program (the "CDBG Grant") for the 2019-20 Program Year; and

**WHEREAS**, the Town allocated \$100,000 to PathStone to provide gap funding for senior housing at the former Irondequoit Mall; and

**WHEREAS**, the proposed senior housing project ("Project") is eligible for CDBG funding because it will provide affordable housing for seniors, which as a limited clientele are presumed to be low- or moderate-income residents in accordance with CDBG requirements; and

**WHEREAS**, the Town has relied upon the representations of PathStone in its commitments to undertake the Project; and

**WHEREAS**, as a condition of receiving said CDBG funding a Project Grant Agreement must be entered into between Town and PathStone setting forth the representations and obligations of both parties relative to the development of the Project; and

**WHEREAS**, the Town wishes to enter into this Grant Agreement ("Agreement") between the Town and PathStone for the purpose of granting funds from the Town's annual CDGG award for the 2019-20 Program Year in the amount of up to \$100,000 to PathStone and in accordance with the terms and conditions set forth herein; and

**WHEREAS**, pursuant to Article 5, Section 99-h of the General Municipal Law of the State of New York, the Town has the power to accept and expend Federal funds to administer and conduct programs with such Federal assistance related to the general welfare of inhabitants of the Town.

**NOW, THEREFORE**, in consideration of the premises and the respective representations and agreements hereinafter contained, the parties hereto agree as follows:

#### **ARTICLE I**

##### **DEFINITIONS**

Section 1.1

Definitions: For the purpose of this Agreement, the following words and terms shall have the respective meanings set forth as follows:

"Agreement" means this Grant Agreement.

"Business Day" means any day other than a Saturday, Sunday, public holiday in the State of New York or day upon which the banks in the Town of Irondequoit, State of New York are authorized or ordered to remain closed.

"Town" means the Town of Irondequoit, a municipal corporation in the State of New York.

"PathStone" means PathStone Development Corporation, a New York not-for-profit corporation, organized and existing under the laws of the State of New York.

"Event of Default" means the occurrence of any of the events listed in Section 6.1 hereof.

"Grant" means the grant made by the Town to PathStone pursuant to this Agreement.

"CDBG" means the Community Development Block Grant program administered by the U.S. Department of Housing and Urban Development.

"Project" means the construction of a building of approximately 157 units of affordable senior housing to be constructed at 200 Medley Center Parkway in the Town.

**ARTICLE II**

**REPRESENTATIONS AND WARRANTIES**

Section 2.1

Representations by the Town: The Town represents that:

- (a) It is a Municipal Corporation of the State of New York and has the full power and authority to consummate all transactions contemplated by this Agreement.
- (b) By resolution of the Town of Irondequoit Town Board, duly adopted on \_\_\_\_\_, 2020 as Resolution # \_\_\_\_\_, a copy of which is attached hereto and marked **Exhibit A** the Town has authorized the execution, delivery and due performance of the Agreement, the taking of any and all action as may be required on the part of the Town to carry out, give effect to and consummate the transactions contemplated by this Agreement. This Agreement constitutes a valid and binding agreement of the Town, enforceable in accordance with its terms, except as enforcement may be limited by applicable bankruptcy, insolvency, moratorium or other laws affecting the enforcement of creditors' rights.

- (c) The Town has heretofore submitted its Annual Action Plan to HUD which includes the funding allocation to PathStone in the amount of \$100,000 as gap financing for the construction of affordable senior housing, and HUD has approved the Annual Action Plan.
- (d) There is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or threatened against or affecting the Town or the knowledge of the Town, any basis therefore, wherein an unfavorable decision, ruling or finding would materially adversely affect the transaction contemplated hereby, or which, in any way, would adversely affect the validity of this Agreement, the Grant or any agreement or instrument to which the Town is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby.
- (e) The Town shall grant up to \$100,000 to PathStone as gap financing for the construction of affordable senior housing, and the grant shall be in accordance with the provisions set forth in this Agreement.
- f) PathStone shall be obligated to construct affordable senior housing at 200 Medley Center Parkway in the Town.

## Section 2.2

### Representations by the PathStone:

PathStone represents that:

- (a) It has been duly organized, validly existing and in good standing under the laws of the State of New York, has the corporate power and authority to own property and assets, to carry on its business as now being conducted by it and to execute, deliver and perform this Agreement.
- (b) The execution, delivery and performance of this Agreement and the consummation of the transactions herein contemplated have been duly authorized by all requisite corporate action on the part of PathStone, and will not violate any provision of law, any order of any court or agency or government or the certificate of incorporation or by-laws of PathStone, or any indenture, agreement or other instrument to which PathStone is a party or by which it or any of its property is bound, or be in conflict with or result in a breach of or constitute (with due notice and/or lapse of time) a default under any such indenture, agreement or other instrument or result in the imposition of any lien, charge or encumbrance of any nature whatsoever except as provided in this Agreement.
- (c) The Project is designed in compliance with all applicable federal, state and local laws or ordinances (including rules and regulations) relating to zoning, building, safety, environmental quality, and historic preservation.

- (d) This Agreement constitutes the legal, valid and binding obligation of PathStone enforceable against PathStone in accordance with its terms, except as enforcement may be limited by applicable bankruptcy insolvency, moratorium or other laws affecting the enforcement of creditors' rights.
- (e) There is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or, to PathStone's knowledge, threatened against or affecting PathStone, or to the knowledge of PathStone, any basis therefore, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated hereby, or which, in any way, would adversely affect the validity of this Agreement, or any agreement or instrument to which PathStone is a party and which is used, or contemplated for use in the consummation of the transactions contemplated hereby.
- (f) PathStone's financial condition as reported to the Town in Financial Statements and upon which the Town relied in undertaking this Project were prepared in accordance with generally accepted accounting principles, are true and correct, and represent the financial condition of PathStone. There has been no material adverse change in the financial condition of PathStone since the date of the last statement submitted.
- (g) All necessary tax and similar returns have been filed, and provision has been made for the payment of taxes and assessments as applicable. PathStone has no knowledge of any claim for taxes which might become a lien upon its assets. All real property taxes, water and sewer charges, and other obligations as may be applicable are current.

### **ARTICLE III**

#### **THE GRANT**

##### Section 3.1

Granting Clauses: Subject to the conditions and in accordance with this Agreement, the Town agrees to make a grant in the amount of up to \$100,000 to PathStone from its CDBG grant award for the 2019-20 Program Year and PathStone agrees to accept said amount from the Town.

##### Section 3.2

Condition Precedent to Grant by the Town: The obligation of the Town to make the Grant to PathStone provided for in Section 3.1 hereof is subject to the following conditions:

- (a) Insurance as per Section 5.3 of this Agreement.
- (b) Evidence of the availability of the balance of funding, including bank financing, grant funding and private equity required to complete the Project.

### Section 3.3

Disbursement of Grant Proceeds: Funds to be disbursed to PathStone by the Town shall be used solely to pay architectural soft costs, including but not limited to costs for mechanical engineering services, engineering final design services, contract document drafting, structural design services, bidding solicitation services and interior design services, as more particularly shown in **Schedule A** hereto, and shall if necessary be supported by periodic (not less than monthly) documentation by PathStone or its affiliate, SLM Apartments LLC (“SLM”), including vouchers and such other evidence satisfactory to the Town, up to the maximum amount of the funds to be disbursed under this Agreement, and which demonstrate that the funds have been used by PathStone or SLM for purposes which have been authorized by this Agreement. Said documentation shall be supported by the following evidence:

- (a) An official signed invoice(s) from each vendor, which states the name, address and telephone number of the organization, the amount paid or obligated by PathStone or SLM, to date and the amount of payment due.
- (b) The request shall specifically include an invoice from the architect detailing the work completed.
- (c) Grant proceeds shall be disbursed for the construction of senior housing to be located at 200 Medley Center Parkway, Irondequoit, New York.
- (d) Requests for disbursement of grant funds shall be submitted to Town no later than five (5) days before the 1st of each month. Following the approval of the request for funds, the Town will disburse funds to PathStone within three (3) business days pursuant to all program regulations.
- (f) Within 60 days following the disbursement of grant funds, PathStone or SLM shall provide the Town with copies of the front and back sides of the canceled checks to confirm the use of the grant funds as requested and approved.
- (g) The cost of eligible project activities which were undertaken after December 1, 2019, shall be eligible to be paid with funds provided by the Agreement.

Disbursements of Grant proceeds shall be sent to PathStone at the following address:

PathStone Corporation  
400 East Avenue  
Rochester, New York 14607  
Attn: Gabriele Greiner

### Section 3.4

#### Obligations of PathStone Development Corporation

- (a) PATHSTONE DEVELOPMENT CORPORATION agrees to ensure that the

housing units constructed are made available to and occupied by seniors.

### Section 3.5

#### Effective Date and Term; Obligation Unconditional:

- (a) This Agreement shall become effective upon its execution and delivery by the parties hereto.
- (b) The obligation of PathStone Development Corporation to comply with the default provisions as specified in this Agreement shall be absolute and unconditional, irrespective of any defense or any rights of setoff, recoupment or counterclaim it might otherwise have against the Town. PathStone Development Corporation shall not suspend or terminate this Agreement for any cause. Nothing contained herein shall be construed to prevent or restrict PathStone Development Corporation from asserting any rights which PathStone Development Corporation may have against the Town under this Agreement or under any provision of law.

## **ARTICLE IV**

### COVENANTS OF THE TOWN

#### Section 4.1

Compliance with CDBG Program Requirements: The Town agrees that it shall comply with all the terms and conditions required by the CDBG program and the rules and regulations established by HUD. The Town shall not take any action, or omit to take any action, if by reason of taking such action or failure to act the CDBG Grant would be denied or withdrawn.

## **ARTICLE V**

### COVENANTS OF PATHSTONE DEVELOPMENT CORPORATION

#### Section 5.1

Use of CDBG Grant Proceeds: PathStone understands that the CDBG proceeds in the amount of up to \$100,000 shall be used solely for the soft costs for architectural services described in Schedule A and shall be disbursed to PathStone Development Corporation on the basis of actual costs incurred and/or expended.

#### Section 5.2

Commitment to Provide Affordable Housing to Seniors: PathStone commits that it shall make every effort to cause affordable housing to be provided by SLM to low and moderate income seniors living or working in Town. PathStone commits that residents living at the Project will be

low and moderate income seniors. PathStone further commits to providing documentation of the low and moderate income beneficiaries to the Town on an annual basis, beginning on the first anniversary of the opening of the Project and annually thereafter for the next nine years.

### Section 5.3

Covenant as to Insurance: PathStone shall cause SLM maintain insurance on both its property and equipment against fire, theft, and all risks in coverage and form satisfactory to the Town. PathStone agrees to cause SLM to keep adequate insurance against liability on account of damage to persons or property, and all other causes with appropriate endorsements designating the Town as a named insured or loss payee in amounts sufficient to cover all obligations and security interests by the Town.

Upon completion of construction, PathStone will cause the LLC to maintain property insurance coverage with a limit sufficient to ensure that the building will be re-constructed in accordance with its original design should it be damaged or destroyed and sufficient to avoid coinsurance. PathStone shall also cause SLM to maintain insurance coverages sufficient to comply with the laws of the State of New York and will maintain liability insurance coverages and limits to cover the risks of loss attendant to its operations and premises exposures.

From the date of commencement of construction to the date of the final Certificate of Occupancy is issued, PathStone shall cause SLM to maintain, at its sole cost, Builders' Risk Insurance coverage on the day care facility. Such coverage will be maintained on a completed value, replacement cost basis, in an amount equal to 100% of the replacement cost value of the center. The Builders' Risk policy shall cover as Insureds the contractors and subcontractors of every tier and the construction manager (if any).

### Section 5.4

Sale of Project Property: PathStone shall notify the Town in writing not less than 90 days in advance of SLM's intention to sell, exchange or transfer the property described in Exhibit A or as soon as reasonably practical in case of any impending foreclosure action related to such property or equipment to be purchased by SLM and described in Exhibit A. In the event that the property or equipment owned by SLM described in Exhibit A is sold, exchanged, transferred, foreclosed or otherwise dispersed of or refinanced, within ten (10) years of the date of this agreement, all grant funds disbursed to PathStone shall be due and payable to the Town in accord with the following schedule:

Within 1 year	100% of the award
Within 2 years	90% of the award
Within 3 years	80% of the award
Within 4 years	70% of the award
Within 5 years	60% of the award
Within 6 years	50% of the award
Within 7 years	40% of the award
Within 8 years	30% of the award
Within 9 years	20% of the award

Within 10 years

10% of the award

#### Section 5.5

Assignment of Grant Funds: PathStone agrees that it shall not transfer or assign the obligations of this Agreement to any other person, party, partnership, corporation or other entity without written approval of the Town. Notwithstanding the preceding sentence, the Town acknowledges and consents to the loan of the proceeds of the Grant by PathStone to SLM.

#### Section 5.6

Assurances of Governmental Approvals: PathStone shall obtain all federal, state and local governmental approvals and permits required by law to be obtained by PathStone in carrying out the Project.

#### Section 5.7

Conflict of Interest: PathStone understands that no member, officer or employee of the Town, or its designees, or agents, no consultant, no member of the governing body or other public official of the Town who exercises or has exercised any functions or responsibilities with respect to the project during his or her tenure, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project or in any activity, or benefit therefrom, which is part of this Project.

#### Section 5.8

Disclaimer of Relationships: PathStone acknowledges that nothing contained in this Agreement between the Town and PathStone, nor any act of the New York State Housing Finance Agency (“HFA”), the Town, or any of the parties, shall be deemed or construed by any of the parties, or by any third persons, to create any relationship of third-party beneficiary, principal and agent, limited or general partnership, or joint venture, or of any association or relationship involving HFA.

#### Section 5.9

Completion of Project: PathStone acknowledges that the Town, in approving PathStone’s request for approval of the Grant, relied in material part upon the assured completion of the Project. PathStone assures that all project activities funded by the proceeds of the Grant as specified in this Agreement will be completed no later than September 30, 2020.

#### Section 5.10

Limitation of Liability for Project Activities: PathStone shall not hold the Town liable for the failure to complete the activities which are a part of the Project.

PathStone shall indemnify and hold harmless the Town and its officers, agents and employees, a from any and all claims, actions, damages, losses, expenses and costs of every nature and, including reasonable attorney’s fees, incurred by or assessed or imposed against the Town to

the fullest extent permitted by law, arising out of the project to the extent caused by PathStone's willful or negligent act or omission.

### Section 5.11

Compliance with Government Requirements: PathStone shall cause there to be compliance with all of the following requirements:

- (a) The regulations for the Community Development Block Grant (CDBG) program contained in 24 CFR, Part 570.
- (b) All requirements imposed by Title VI of the Civil Rights Act of 1964 (Public Law 88-352) and Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations related to equal opportunity (24 CFR, Part 570.601). No person in the United States shall, on the ground of race, color, creed, religion or national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any project assisted with Community Development Block Grant funds.
- (c) The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Public Law 93-234).
- (d) The lead-based paint requirements of 24 CFR, Part 35, Subpart B, issued pursuant to the Lead-Based Paint Poisoning Act (42 U.S.C., 4801 et seq.).
- (e) The regulations, policies, guidelines and requirements of OMB Circular A-102 Revised (Handbook 1300.17), which relates to the acceptance and use of federal funds.
- (f) The labor standards requirements as set forth in 24 CFR, 570.605. Employees on construction jobs assisted with CDBG funds must be paid the prevailing federal wage rates. Copies of certified payrolls shall be submitted with requests for payment for all labor performed on the portion of the property assisted with CDBG funds. PathStone represents that the Grant Proceeds will be used exclusively to pay architectural softs cost and not wages, and the Town acknowledges that the Grant proceeds will be used exclusively to pay soft costs related to architectural services for the Project and, as such, the Project is not required to pay prevailing federal wage rates to construction employees.
- (g) Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112), as amended and implementing regulations. No person (Employee or applicant for employment) shall be discriminated against because of a physical or mental disability with regard to any position for which the employee or applicant is qualified.
- (h) The provisions of the Age Discrimination Act of 1975, as amended (Public Law 94-135

- (i) Requests from HFA, the Town and the State Comptroller (or any authorized representatives) for access to and the right to examine all records, books, papers or documents related to the grant and cooperate fully with the Town in supplying information to meet CDBG audit requirements.
- (j) Section 3 of the Housing and Urban Development Act of 1968 as amended and implementing regulations at 24 CFR, Part 135 requiring that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to eligible business concerns which are located in or owned in substantial part by persons residing in the area of the project.

### Section 5.12

Other Covenants: PathStone further agrees as follows to:

- (a) Cooperate fully in supplying the Town with information on the Project needed to prepare any progress reports and Annual Reports required under the CDBG Program.
- (b) Grant representatives from the Town and HUD access to the site at all reasonable times.
- (c) Supply documentation in the format determined by the Town to verify the completion of the Project activities as noted in Exhibit A and supply documentation of the cost of each Project element.

### Section 5.13

Additional Requirements and Compliances: In addition to obtaining all federal, state and local government approvals and permits as noted in Section 5.6, PathStone shall cause SLM to comply with all applicable federal, state and local codes, and acts including State Environmental Quality Review Act (SEQRA), NEPA, OSHA requirements, zoning requirements, and building permit requirements.

### Section 5.14 PathStone status as independent contractor

In accordance with its status *as* an independent contractor, PathStone covenants and agrees that it will conduct itself consistent with such status; that it will neither hold itself, its employees, or agents, as or claim that they are officers or employees of the Town; and that neither PathStone nor its officers and employees will make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership credit.

## **ARTICLE VI**

## DEFAULT

### Section 6.1

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

- (a) Failure of PathStone to observe and perform any covenant, condition or agreement hereunder on its part to be performed and continuance of such failure for a period of 30 days after receipt by PathStone of written notice specifying the nature of such default.
- (b) Failure of PathStone to maintain the building and facilities as described herein as Exhibit A in compliance with local zoning ordinances and other applicable State and local codes and the continuance of such failure for a period of 30 days after receipt by PathStone of written notice specifying the nature of such default.
- (c) Failure of PathStone to comply with the provisions of Section 5.2 to make every effort to ensure that residents of the Project are low and moderate-income individuals living or working in Town of Irondequoit.
- (d) PathStone shall: (i) apply for or consent to the appointment of or the taking of possession by a receiver, custodian, trustee or Liquidator of itself or of all or a substantial part of its property; (ii) admit in writing its inability, or be generally unable to pay its debts as such debts become due; (iii) make a general assignment for the benefit of its creditors; (iv) commence a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect); (v) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts; (vi) fail to controvert in a timely or appropriate manner, or acquiesce in writing to, any petition filed against itself in an involuntary case under the Federal Bankruptcy Code; or, (vii) take any action for the purpose of effecting any of the foregoing.
- (e) A proceeding or case shall be commenced against PathStone in any court of competent jurisdiction, seeking: (i) the liquidation, reorganization, dissolution, winding-up or composition or readjustment of debts of PathStone; (ii) the appointment of a trustee, receiver, custodian, liquidator or the like of PathStone or of all or any substantial part of its assets; or, (iii) similar relief in respect of PathStone under any law relating to bankruptcy, insolvency, reorganization, winding-up or composition and adjustment of debts, and such proceeding or case shall continue undismissed, or an order, judgment or decree approving or ordering any of the foregoing shall be entered and continue unstayed and in effect, for a period of 60 days, or any order for relief against PathStone shall be entered in an involuntary case under the Federal Bankruptcy Code.
- (f) There shall be a default in respect of any evidence of indebtedness for money borrowed by PathStone (or with respect to the performance of any obligations of PathStone incurred in connection with any indebtedness for money borrowed)

where the effect of such default is to (i) accelerate the maturity of such indebtedness or to permit the holders thereof (or a trustee on behalf of such holders) to cause such indebtedness to become due prior to its stated maturity, and (ii) materially impair PathStone's ability to meet its obligations under this Agreement.

- (g) Any representation or warranty made by PathStone herein or in any report, certificate, financial statement or other instrument furnished by PathStone shall prove to be willfully or negligently false, misleading or incorrect in any material respect as of the date made.
- (h) An "Event of Default" under any of the Related Documents shall occur and be continuing.

## Section 6.2

### Remedies on Default:

- (a) Whenever any Event of Default referred to in Section 6.1 hereof shall have occurred and be continuing, the Town may take one or more of the following remedial steps:
  - (i) The Town, upon written notice to PathStone, may withhold additional disbursement of grant funds per Section 3.3.
  - (ii) The Town may request PathStone to return all grant funds previously approved and disbursed for Project activities.
  - (iii) The Town may take whatever action at law or in equity as may appear necessary or desirable to enforce the performance or observance of any obligations, agreements, or covenants of PathStone under this Agreement.

## Section 6.3

Remedies Cumulative: The rights and remedies of the Town under this Agreement shall be cumulative and shall not exclude any other rights and remedies of the Town allowed by law with respect to any default under the Agreement. Failure by the Town to insist upon the strict performance of any of the covenants and agreements herein set forth or to exercise any rights or remedies upon default by PathStone hereunder shall not be considered or taken as a waiver or relinquishment for the future of the right to insist upon and to enforce by mandamus or other appropriate legal remedy a strict compliance by PathStone with all of the covenants and conditions hereof, or of the rights to exercise any such rights or remedies, if such default by PathStone be continued or repeated, or of the right to recover possession of the Project by reason thereof.

## Section 6.4

No Additional Waiver Implied by One Waiver: In the event any covenant or agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to

waive any other breach hereunder. No waiver shall be binding unless it is in writing and signed by the party making such waiver. No course of dealing between the Town and PathStone or any delay or omission on the part of the Town in exercising any rights hereunder shall operate as a waiver.

#### Section 6.5

Effect on Discontinuance of Proceedings: In case any proceeding taken by the Town under this Agreement on account of any Event of Default hereunder shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Town, then and in every such case, the Town shall be restored, respectively, to its former position and rights hereunder, and all rights, remedies, powers and duties of the Town shall continue as in effect prior to the commencement of such proceedings.

#### Section 6.6

Agreement to Pay Attorney's Fees and Expenses: In the event PathStone should default under any of the provisions of this Agreement and the Town should employ attorneys or incur other expenses for the collection of amounts payable hereunder or the enforcement of performance or observance of any obligation or agreement on the part of PathStone herein contained, PathStone agrees that it shall, on demand, therefore pay to the Town the reasonable and documented fees and disbursements of such attorneys and such other expenses so incurred.

## **ARTICLE VII**

### **MISCELLANEOUS**

#### Section 7.1

Amendments: This Agreement may be amended only with the written consent of the Town and PathStone or their duly authorized agents.

#### Section 7.2

Assignment: This Agreement shall not be assigned by either the Town or PathStone without the written consent of the Town and PathStone or their duly authorized agents in writing. Any purported assignment without the consents required by this Section 7.2 shall be void and of no effect. Notwithstanding the foregoing,, the Town acknowledges and consents to the loan of the proceeds of the Grant by PathStone to SLM.

#### Section 7.3

Notices: All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or when mailed by registered or certified mail, postage prepaid addressed as follows:

To the Town:

Supervisor  
Town of Irondequoit  
1280 Titus Avenue  
Rochester, New York 14617

To PathStone Development Corporation

PathStone Development Corporation  
7 Prince Street  
Rochester, New York 14607  
Attn: Amelia Casciani

With a copy to:

Leslie W. Kernan, Jr., Esq.  
PathStone Corporation  
400 East Avenue  
Rochester, New York 14607

Section 7.4

Prior Agreements Superseded: This Agreement constitutes the entire agreement of the parties and shall completely supersede all other prior understandings or agreements either written or oral between the Town and PathStone relating to the disbursement of funds for the Grant defined in this Agreement.

Section 7.5

Binding Agreement: This Agreement is binding upon and inures to the benefit of the Town and PathStone and each of their respective predecessors, parents, subsidiaries, principals, affiliates, successors, assigns, and attorneys, together with any present or former agent acting for or on behalf of any of them and each of them. The Town and PathStone agree that the terms of this Agreement are contractual and are not merely recitals.

Section 7.6

Joint Drafting. This Agreement shall be deemed to have been jointly drafted by the Town and PathStone, and in construing and interpreting this Agreement, no provision shall be construed and interpreted for or against the Town or PathStone because such provision or any other provision of the Agreement is purportedly prepared or requested by such the Town or PathStone.

Section 7.7

Severability. If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid, void, or unenforceable in whole or in part, such decision shall not invalidate the remaining portions of the Agreement or affect their validity.

### Section 7.8

Headings. Headings of the various paragraphs herein are inserted merely as a matter of convenience and shall not be considered in any manner as defining, limiting, or describing the scope of any paragraphs of this Agreement or as affecting the meaning or construction of the language in the body of any such paragraph.

### Section 7.9

Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of New York, without regard to principles of conflicts of laws. Any legal action arising out of or related to this Agreement shall be litigated in the New York State Supreme Court for the County of Monroe, or the United States District Court for the Western District of New York, and each party hereby irrevocably consents to the personal jurisdiction of those courts and irrevocably waives any claim that such a forum is improper or inconvenient.

### Section 7.10

Execution in Counterparts: This Agreement may be executed simultaneously in several counterparts each of which shall be an original and all of which shall constitute but one in the same instrument. A PDF or facsimile signature may be treated as an original signature for all purposes under this Agreement.

[Signature and acknowledgement pages follow]

IN WITNESS WHEREOF, the Town has caused the Agreement to be executed by the Supervisor and its corporate seal to be hereunto affixed and attested by its Town Clerk and PATHSTONE DEVELOPMENT CORPORATION has caused this Agreement to be executed by its duly authorized officer.

(SEAL)

TOWN OF IRONDEQUOIT

Attest:

By: \_\_\_\_\_  
Town Supervisor

Date: \_\_\_\_\_

\_\_\_\_\_  
Town Clerk

PATHSTONE DEVELOPMENT CORPORATION

By: \_\_\_\_\_  
Amelia Casciani, President

Date: \_\_\_\_\_

STATE OF NEW YORK)  
MONROE COUNTY)

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 2020, before me, the undersigned, a notary public in and for said state, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity as \_\_\_\_\_ of the Town of Irondequoit, and that by his/her/their signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

---

Notary Public

STATE OF NEW YORK)  
MONROE COUNTY

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 2020, before me, the undersigned, a notary public in and for said state, personally appeared \_\_\_\_\_, personally known to me, or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity as the president of PathStone Development Corporation and that by his/her/their signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

---

Notary Public

Exhibit A  
(Resolution)

## Schedule A

(Invoices for Architectural Soft Cost Services).

MS. AMY CASCIANI  
 PATHSTONE CORPORATION  
 7 PRINCE STREET  
 ROCHESTER, NY 14607

January 22, 2020  
 Invoice No: 72033

Project Manager Jess Sudol  
 Project 20182541.0001

SEARS BUILDING SENIOR HOUSING - ARCHITECTURAL AND CIVIL  
 PRELIMINARY DESIGN SERVICES

DESCRIPTION OF SERVICES:  
 Permit Drawings.

**Professional Services for the Period: December 1, 2019 to December 31, 2019**

Phase	Phase Fee	Percent Complete	Fee Earned	Prior Billing	Current Fee	
Architectural - Preliminary	45,000.00	100.00	45,000.00	45,000.00	0.00	
Eng. Preliminary Design Phase	29,000.00	100.00	29,000.00	29,000.00	0.00	
MEP	170,000.00	95.00	161,500.00	136,000.00	25,500.00	
Survey	10,000.00	0.00	0.00	0.00	0.00	
Engineering Concept	16,000.00	100.00	16,000.00	16,000.00	0.00	
Engineering Final Design	40,000.00	95.00	38,000.00	32,000.00	6,000.00	
Engineering CA	20,000.00	0.00	0.00	0.00	0.00	
Architectural - Contract Documents	412,884.00	95.00	392,239.80	330,307.20	61,932.60	
Structural Design Services	160,000.00	95.00	152,000.00	128,000.00	24,000.00	
Bidding	10,000.00	50.00	5,000.00	0.00	5,000.00	
Construction Administration Services	200,000.00	0.00	0.00	0.00	0.00	
Interior Design	37,116.00	80.00	29,692.80	0.00	29,692.80	
Total Fee	1,150,000.00		868,432.60	716,307.20	152,125.40	
		<b>Total Fee</b>				<b>152,125.40</b>
<b>Unit Billing</b>						
Reproductions					6.00	
	<b>Total Units</b>				<b>6.00</b>	<b>6.00</b>
<b>Reimbursable Expenses</b>						
Mileage - Other					6.96	
	<b>Total Reimbursables</b>				<b>6.96</b>	<b>6.96</b>
			<b>Total Project Invoice Amount</b>			<b>\$152,138.36</b>

**Outstanding Invoices**

Number	Date	Balance
71622	10/21/2019	190,568.12
71805	12/27/2019	184,832.22

---

Project	20182541.0001	SEARS BUILDING SENIOR HOUSING - ARCHITEC	Invoice	72033
	71882	11/18/2019		94,042.34
	<b>Total</b>			<b>469,442.68</b>

---

Please review this invoice and contact the Project Manager within 10 days if you have any questions.\*\*\* Terms: Net 30 Days \*\*\*

**EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD MEETING ADOPTING  
A RESOLUTION AUTHORIZING ATTENDANCE TO THE 45<sup>TH</sup> ANNUAL STATE OF NEW  
YORK POLICE JUVENILE OFFICERS ASSOCIATION CONFERENCE**

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 19<sup>th</sup> day of May 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 requested that Investigator Christopher Soprano attend the 45<sup>th</sup> Annual Training Conference being offered by the State of New York Police Juvenile Officers Association in Lake George, New York, beginning August 30, 2020 and ending September 4, 2020; and

**WHEREAS**, funding for this conference is available in the 2020 Police Department budget, Account 001-3120-4100. Approximate cost will be \$1,208.00.

**NOW, THEREFORE BE IT RESOLVED**, that the Town Board authorizes Investigator Christopher Soprano to attend the 45<sup>th</sup> Annual Training Conference being offered by the State of New York Police Juvenile Officers Association in Lake George, New York, beginning August 30, 2020 and ending September 4, 2020.

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 _____

Exhibit A Travel Authorization

Please print or type:

Employee Name Investigator Christopher Soprano

Department Irondequoit Police Department

Budget Code \_\_\_\_\_

Destination / Purpose Juvenile Police ofc. Course 2020 Annual conference. Fort William Henry

Date of Departure 8/30/20

Date of Return 9/4/20

Estimated cost:

Conference Registration \$ 200.00 (member price)

Air fare -

Fare, other carrier (train, bus) -

Mileage N/A

Lodging \$ 863.00 (single occupancy - Includes 5 Breakfast / 5 Lunch / 2 Dinners)

Meals 105.00 (3 Dinners)

Taxi N/A

Other Gas - \$40.00 /

TOTAL \$ 1,208.00

Employee Signature Ch. Soprano Date 4/7/2020

Approved by Department Head \_\_\_\_\_ Date \_\_\_\_\_

Approved by Comptroller \_\_\_\_\_ Date \_\_\_\_\_

# 2020 SNYPJOA Annual training Conference

NYS Police Juvenile Officers Association

Event Dates: *Sunday, August 30 - Friday, September 4, 2020*

## Please Note: Telephone Reservations Will Not Be Accepted

First/Last Name #1: Christopher Soprano  
Phone: 585-491-2512 E-mail: csoprano@irondequoit.org  
Address: 1300 Titus Ave City: Rochester State: NY Zip 14622

### Rooming With:

First/Last Name #2: \_\_\_\_\_  
Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip \_\_\_\_\_  
Arrival Date: 8/30/20 Depart. Date: 9/4/20

## ADMINISTRATIVE INFORMATION:

First/Last Name: Jessica Franco  
Phone: 585-370-2580 E-mail: jfranco@irondequoit.org  
Address: 1300 Titus Ave City: Rochester State: NY Zip 14617

**\*\*TAX EXEMPT FORMS MUST ACCOMPANY RESERVATION FORM**

**\*\*PURCHASE ORDERS MUST BE PAID PRIOR TO ARRIVAL**

**\*\*FULL PAYMENT PRIOR TO ARRIVAL IS PREFERRED FOR ALL RESERVATIONS**

### Reservation Deadline: Friday, July 19, 2020

Please E-mail or Mail Your Hotel Reservation Form To:

E-mail: [lizb@fortwilliamhenry.com](mailto:lizb@fortwilliamhenry.com)

Direct Line: (518) 964-6618

Mail: Fort William Henry Hotel & Conference Center

(Attention: Sales Office)

48 Canada Street, Lake George, NY 12845

*\*Reservations received after the cutoff date will be made based on availability\**

Cancellation Policy: *If you are unable to honor your guaranteed reservation, please cancel 72 hours prior to arrival by 4:00pm and full refund will be made.*

*If you fail to cancel, you will be charged a \$100.00 fee.*

## \*Packages\*

Choose One:

### Full Package – Single Occupancy

*Includes: 5 nights lodging  
5 breakfasts/5 lunches/9 breaks  
Monday dinner/Thursday dinner  
Service Charges (tax exempt)*

**\$863.00 (wristbands)**

### Full Package – Double Occupancy

*Same inclusions as above*

**\$615.00 Per Person (wristbands)**

### Commuter Meal Package (Ticketed)

**People NOT staying at the Host or Overflow Hotels**

MUST CHOOSE ONE:

#### Option 1: Conference Basic Pkg. 9 breaks/Service Charges

**\$58.54**

#### Option 2: 5 breakfasts/5 lunches/9 breaks

*Service Charges (tax exempt)*

**\$223.50 Per Person**

#### Monday Night Dinner Only (tax exempt)

**\$72.00 (ticketed)**

#### Thursday Night Dinner Only (tax exempt)

**\$72.00 (ticketed)**

### Vendors/Presenters Daily Package (wristbands)

Arrival Date: \_\_\_\_\_ Depart. Date: \_\_\_\_\_

*Includes: Room/2 breaks/Service Charge (taxable)\**

**\$123.66 per day**

#### Vendors/Presenters Meal Options (ticketed):

*Add Breakfast and Lunch (taxable)\**

**\$34.93 per day**

*Add Monday Dinner (taxable)\**

**\$76.20**

*Add Thursday Dinner (taxable)\**

**\$76.20**

*\*taxes can be waived with proper certification*

**Hotel Address: 48 Canada Street – Lake George, NY 12845**



Q Enter search string



# State of New York Police Juvenile Officers Association Inc.

1971 Western Avenue, PMB 104  
Albany, NY 12203  
(518) 456-0704  
FAX (518) 456-0561

New York's Juvenile Officer and School Resource Officers Association

## 45th Annual Training Conference

[Add to my calendar](#)

Invoice not paid. To change or cancel registration, contact [administrator](#).

[View / Pay Invoice](#)

<b>Event</b>	45th Annual Training Conference 08/31/2020 08:00 - 09/04/2020 17:00 Location: Fort William Henry Conference Center - Lake George NY
<b>Registration type</b>	Member Registration – \$200.00
<b>Total amount</b>	<b>\$200.00 (USD)</b>

[View / Pay Invoice](#)

### Registration form

Title **Investigator**

First name **Christopher**

Last name **Soprano**

Organization **Irondequoit Police Department**

Email [csoprano@irondequoit.org](mailto:csoprano@irondequoit.org)

Phone **585-336-6000 ext 2234**

Address **1300 Titus Avenue**

City **Rochester**

State **NY**

Zip **14622**

County **Monroe**

Region

FAX

Cell **585-391-2512**

Juvenile Status **Juvenile Officer  
Juvenile Detective**

School Assigned:

Event registration is pending for 45th Annual Training Conference/Fort William Henry Conference Center - Lake George NY/08/31/2020 08:00

State of New York Police Juvenile Officers Association <SONYPJOA20@wildapricot.org>

Tue 3/24/2020 3:50 PM

To: Christopher M. Soprano <csoprano@irondequoit.org>

Dear Christopher Soprano,  
Your event registration is awaiting payment.

## 45th Annual Training Conference

When: 08/31/2020 08:00, EDT

Where: Fort William Henry Conference Center - Lake George NY

To complete the registration, go to your [registration details page](#) and follow the payment instructions.

Best regards,

[State of New York Police Juvenile Officers Association](#)

If you no longer wish to receive these emails you can [unsubscribe](#) at any time.

**EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD ADOPTING A  
RESOLUTION AWARD OF BID FOR 2020 DRAINAGE IMPROVEMENTS**

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 19th day of May, 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 to replace approximately 2,300 lineal feet of 8” and 12” storm pipe along Catalpa and Hoover Roads along with installing storm catch basins, manholes, and appurtenance (the ”Project”); and

**WHEREAS**, the Town of Irondequoit issued an Invitation to Bid and caused the Notice to Bid to be published in the *Irondequoit Post* on March 12, 2020, as well as publishing the Invitation to Bid on the Town website in compliance with General Municipal Law § 103, Chapter 51 of the Irondequoit Town Code, and Town Law Article 12, requesting bids for 2020 Drainage Improvements (Town Bid No. 2020-5), in order to compute the best value to the Town; and

**WHEREAS**, sealed bids were received and publicly opened and read on May 4, 2020; and

**WHEREAS**, the lowest responsible bidder was Ironwood Heavy Highway in the amount of \$426,468; and

**WHEREAS**, funding for this expense will be available in account #366.8140.2020; and

**WHEREAS**, the Town Board determined that the Project is a Type II action pursuant to 6 NYCRR § 617.5(c)(2) (replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site, including upgrading buildings to meet building, energy, or fire codes unless such action meets or exceeds any of the thresholds in section 617.4 of this Part) and (6) (street openings and right-of-way openings for the purpose of repair or maintenance of existing utility facilities) and therefore no further review is needed pursuant to the New York State Environmental Quality Review Act (6 NYCRR § 617.5(a)).

**NOW THEREFORE BE IT RESOLVED**, that the Town Board awards the bid for 2020 Sanitary Sewer Replacement Program to Ironwood Heavy Highway in the amount of \$426,468.

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

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	_____



May 8, 2020

Robert Kiley, Commissioner  
Department of Public Works  
Town of Irondequoit  
2629 East Ridge Road  
Rochester, New York 14622

**RE: Recommendation of Award for  
2020 Drainage Improvements  
Town Bid: 2020-5**

Dear Commissioner Kiley:

On May 4, 2020, bids were received for the above-referenced project. We have reviewed the bid documents provided by the Town and have tabulated the bids. There were no errors or omissions.

A summary of the bids is provided below with our Engineer's Estimate.

	<u>Total Base Bid</u>	<u>Total Add Alternate</u>	<u>Total Base Bid + Add Alternate</u>
• <i>Engineer's Estimate</i>	\$620,325.00	\$15,000.00	\$635,325.00
• Ironwood Heavy Highway, LLC	\$405,678.00	\$20,790.00	\$426,468.00
• Keeler Construction CO., Inc.	\$416,240.00	\$25,635.00	\$441,875.00
• Lammes Construction	\$469,080.00	\$16,005.00	\$485,085.00
• Rochester Pipeline, Inc.	\$487,480.00	\$24,650.00	\$512,130.00
• Villager Construction Inc.	\$531,710.00	\$24,530.00	\$556,240.00
• Roadtek LLC	\$514,634.00	\$44,985.00	\$559,619.00
• Nardozzi Paving & Construction LLC	\$535,660.00	\$34,750.00	\$570,410.00
• Blue Heron Construction Co. LLC	\$534,340.00	\$59,000.00	\$593,340.00
• Hewitt Young Electric	\$1,098,455.00	\$35,505.00	\$1,133,960.00

A detailed breakdown of each bid is provided as an attachment.

Ironwood Heavy Highway, LLC was the low bidder for the Total Base Bid plus Add Alternate.

**Recommendations**

We have conducted a post-bid interview Heather Kennard of Ironwood Heavy Highway, LLC. We have confirmed they have a good understanding of the project and have the manpower necessary to perform the work within the terms outlined in the Contract Documents. We feel they are qualified to perform the work and recommend the Town award the contract, base bid plus add alternate, to Ironwood Heavy Highway, LLC. in the amount of \$426,468.00.

We have verified the firm is not on the NYSDOL disbarment list. We conducted a search on the OSHA website for health and safety violations. The search indicated the firm has no health or safety violations within the past 5 (five) years.



The Advertisement for Bidders provides for the refund of one (1) copy of the Contract Documents to those submitting Bids on the forms furnished, if returned in good condition to the Town within thirty (30) days of the award of the contract. Checks collected by Rotolite Elliot during the bid period will be returned to the Town under separate cover.

We recommend the Town retain the bid securities from the low three (3) bidders until the contract has been executed.

Should you have any questions, please contact me directly at (585) 402-7064.

Respectfully submitted,

**LaBella Associates**

Ke'Shara Webb, EIT  
Project Engineer

Attachments: Bid Tabulation

Cc: Ann Doeller, Town of Irondequoit  
Erin Magee, Town of Irondequoit  
Joe Lobene, Town of Irondequoit  
Mike Simon, LaBella Associates  
File 2200293

**BID TABULATION**  
**Town of Irondequoit**  
**2020 Drainage Improvements**

5/5/2020

LABELLA ASSOCIATES, D.P.C.  
 300 STATE STREET  
 ROCHESTER, NY 14614  
 LaBella Project: 2200293

BID TABULATION ANALYSIS  
 Bid Opening: 4-May-20

ITEM NUMBER	ITEM DESCRIPTION	UNITS	EST. QUANTITY	Engineer's Estimate		Ironwood Heavy Highway, LLC		Kessler Construction CO., Inc.		Lammes Construction Inc.		Rochester Pipeline, Inc.		Villager Construction Inc.		Roadtek LLC		Nardozi Paving & Construcion LLC		Blue Heron Construction Co. LLC		Hewitt Young Electric		
				UNIT PRICE	ITEM AMOUNT	UNIT PRICE	ITEM AMOUNT	UNIT PRICE	ITEM AMOUNT	UNIT PRICE	ITEM AMOUNT	UNIT PRICE	ITEM AMOUNT	UNIT PRICE	ITEM AMOUNT	UNIT PRICE	ITEM AMOUNT	UNIT PRICE	ITEM AMOUNT	UNIT PRICE	ITEM AMOUNT	UNIT PRICE	ITEM AMOUNT	UNIT PRICE
BASE BID																								
2222.01	Test Pit Excavation	CY	10	\$140.00	\$1,400.00	\$580.00	\$5,800.00	\$74.00	\$740.00	\$100.00	\$1,000.00	\$200.00	\$2,000.00	\$950.00	\$9,500.00	\$125.00	\$1,250.00	\$1,550.00	\$15,500.00	\$50.00	\$500.00	\$587.00	\$5,870.00	
2513.01	Asphalt Concrete Pavement	SY	1070	\$145.00	\$155,150.00	\$143.55	\$153,598.50	\$94.00	\$100,580.00	\$72.00	\$77,040.00	\$94.00	\$100,580.00	\$100.00	\$107,000.00	\$126.00	\$134,820.00	\$101.00	\$108,070.00	\$117.00	\$125,190.00	\$148.00	\$158,360.00	
2722.01	8" SICPP Storm Piping	LF	270	\$75.00	\$20,250.00	\$66.15	\$17,860.50	\$198.00	\$53,460.00	\$30.00	\$8,100.00	\$75.00	\$20,250.00	\$175.00	\$47,250.00	\$65.75	\$17,752.50	\$108.00	\$29,160.00	\$75.00	\$20,250.00	\$283.00	\$76,410.00	
2722.02	12" SICPP Storm Piping	LF	130	\$125.00	\$16,250.00	\$57.90	\$7,527.00	\$96.00	\$12,480.00	\$40.00	\$5,200.00	\$90.00	\$11,700.00	\$172.00	\$22,360.00	\$70.85	\$9,210.50	\$140.00	\$18,200.00	\$100.00	\$13,000.00	\$358.00	\$46,540.00	
2722.03	12" PCPP Storm Piping	LF	2120	\$130.00	\$275,800.00	\$48.50	\$98,580.00	\$83.50	\$177,020.00	\$53.25	\$112,890.00	\$85.00	\$180,200.00	\$90.00	\$190,800.00	\$86.55	\$183,480.00	\$100.00	\$212,000.00	\$105.00	\$222,600.00	\$201.00	\$426,120.00	
2722.04	24" X 24" Catch Basin	EA	19	\$2,835.00	\$53,865.00	\$2,150.00	\$40,850.00	\$1,520.00	\$30,780.00	\$5,000.00	\$95,000.00	\$3,400.00	\$64,600.00	\$3,600.00	\$68,400.00	\$2,350.00	\$44,650.00	\$2,700.00	\$51,300.00	\$2,400.00	\$45,600.00	\$7,500.00	\$142,500.00	
2722.05	4' Diameter Manhole	EA	12	\$5,200.00	\$62,400.00	\$4,300.00	\$51,600.00	\$2,080.00	\$24,960.00	\$10,000.00	\$120,000.00	\$6,175.00	\$74,100.00	\$5,400.00	\$64,800.00	\$6,495.00	\$77,940.00	\$5,200.00	\$62,400.00	\$5,200.00	\$62,400.00	\$12,750.00	\$153,000.00	
2722.06	Connection to Existing Storm Sewer System	EA	2	\$3,000.00	\$6,000.00	\$2,735.00	\$5,470.00	\$500.00	\$1,000.00	\$20,000.00	\$40,000.00	\$6,475.00	\$12,950.00	\$1,850.00	\$3,700.00	\$5,500.00	\$11,000.00	\$2,900.00	\$5,800.00	\$5,500.00	\$11,000.00	\$7,800.00	\$15,600.00	
2722.07	Storm Sewer Abandonment	LF	380	\$50.00	\$19,000.00	\$27.40	\$10,412.00	\$6.50	\$2,470.00	\$20.00	\$7,600.00	\$20.00	\$7,600.00	\$10.00	\$3,800.00	\$35.00	\$13,300.00	\$46.00	\$17,480.00	\$10.00	\$3,800.00	\$90.00	\$34,200.00	
2722.08	Storm Structure Abandonment	EA	3	\$470.00	\$1,410.00	\$1,910.00	\$5,730.00	\$500.00	\$1,500.00	\$500.00	\$1,500.00	\$2,000.00	\$6,000.00	\$2,200.00	\$6,600.00	\$3,200.00	\$9,600.00	\$2,000.00	\$6,000.00	\$2,000.00	\$6,000.00	\$9,500.00	\$28,500.00	
2950.01	Planting - Minor Deciduous Trees	EA	15	\$600.00	\$9,000.00	\$550.00	\$8,250.00	\$750.00	\$11,250.00	\$50.00	\$750.00	\$50.00	\$750.00	\$500.00	\$7,500.00	\$775.00	\$11,625.00	\$650.00	\$9,750.00	\$800.00	\$12,000.00	\$757.00	\$11,355.00	
BASE BID TOTAL				\$620,325.00	\$405,678.00	\$416,240.00	\$469,080.00	\$487,480.00	\$531,710.00	\$514,634.00	\$535,660.00	\$534,340.00	\$1,098,455.00											
ADD ALTERNATE																								
2102.01	Tree Removal - 6" up to 12" DBH	EA	9	\$700.00	\$6,300.00	\$715.00	\$6,435.00	\$865.00	\$7,785.00	\$195.00	\$1,755.00	\$875.00	\$7,875.00	\$870.00	\$7,830.00	\$1,890.00	\$17,010.00	\$1,400.00	\$12,600.00	\$2,500.00	\$22,500.00	\$1,230.00	\$11,070.00	
2102.02	Tree Removal - 14" up to 30" DBH	EA	5	\$900.00	\$4,500.00	\$1,628.00	\$8,140.00	\$1,980.00	\$9,900.00	\$2,000.00	\$10,000.00	\$1,850.00	\$9,250.00	\$2,000.00	\$10,000.00	\$3,550.00	\$17,750.00	\$2,900.00	\$14,500.00	\$4,800.00	\$24,000.00	\$2,950.00	\$14,750.00	
2102.03	Tree Removal - 32" up to 48" DBH	EA	1	\$1,200.00	\$1,200.00	\$3,465.00	\$3,465.00	\$4,200.00	\$4,200.00	\$4,000.00	\$4,000.00	\$3,775.00	\$3,775.00	\$4,200.00	\$4,200.00	\$6,350.00	\$6,350.00	\$4,400.00	\$4,400.00	\$7,500.00	\$7,500.00	\$5,900.00	\$5,900.00	
2950.01	Planting - Minor Deciduous Trees	EA	5	\$600.00	\$3,000.00	\$550.00	\$2,750.00	\$750.00	\$3,750.00	\$50.00	\$250.00	\$75.00	\$3,750.00	\$500.00	\$2,500.00	\$775.00	\$3,875.00	\$650.00	\$3,250.00	\$1,000.00	\$5,000.00	\$757.00	\$3,785.00	
ADD ALTERNATE TOTAL				\$15,000.00	\$20,790.00	\$20,790.00	\$25,635.00	\$16,005.00	\$24,650.00	\$24,530.00	\$44,985.00	\$34,750.00	\$59,000.00	\$35,505.00										
TOTAL BID				\$635,325.00	\$426,468.00	\$441,975.00	\$485,085.00	\$512,130.00	\$556,240.00	\$559,619.00	\$570,410.00	\$593,340.00	\$1,133,960.00											

**EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD ADOPTING A  
RESOLUTION AWARD OF BID FOR 2020 SANITARY SEWER REPLACEMENT  
PROGRAM**

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 19h day of May, 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**, it is necessary to replace some sanitary sewer laterals and sewer mains at various locations throughout the Town (the “Project”); and

**WHEREAS**, the Town of Irondequoit issued an Invitation to Bid and caused the Notice to Bid to be published in the *Irondequoit Post* on March 12, 2020, as well as publishing the Invitation to Bid on the Town website in compliance with General Municipal Law § 103, Chapter 51 of the Irondequoit Town Code, and Town Law Article 12, requesting bids for 2020 Sanitary Sewer Replacement Program (Town Bid No. 2020-6), in order to compute the best value to the Town; and

**WHEREAS**, sealed bids were received and publicly opened and read on May 4, 2020; and

**WHEREAS**, the lowest responsible bidder was Villager Construction in the amount of \$267,650; and

**WHEREAS**, funding for this expense will be available in account #404.8120.2017; and

**WHEREAS**, the Town Board determined that the Project is a Type II action pursuant to 6 NYCRR § 617.5(c)(2) (replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site, including upgrading buildings to meet building, energy, or fire codes unless such action meets or exceeds any of the thresholds in section 617.4 of this Part) and (6) (street openings and right-of-way openings for the purpose of repair or maintenance of existing

utility facilities) and therefore no further review is needed pursuant to the New York State Environmental Quality Review Act (6 NYCRR § 617.5(a)).

**NOW THEREFORE BE IT RESOLVED**, that the Town Board awards the bid for 2020 Sanitary Sewer Replacement Program to Villager Construction in the amount of \$267,650.

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

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	_____



May 8, 2020

Robert Kiley, Commissioner  
Department of Public Works  
Town of Irondequoit  
2629 East Ridge Road  
Rochester, New York 14622

**RE: Recommendation of Award for  
2020 Sanitary Sewer Replacement Program  
Town Bid: 2020-6  
Contract A – Lateral Replacement  
Contract B – Main Replacement**

Dear Commissioner Kiley:

On May 4, 2020, bids were received for the above-referenced project. We have reviewed the bid documents provided by the Town and have tabulated the bids. There were no errors or omissions.

A summary of the bids is provided below with our Engineer's Estimate.

	<u>Total Contract A Base Bid</u>	<u>Total Contract B Base Bid</u>
• <i>Engineer's Estimate</i>	\$238,780.00	\$1,405,000.00
• Villager Construction Inc.	\$267,650.00	\$1,705,650.00
• Lammes Construction Inc.	\$268,300.10	\$399,061.00

A detailed breakdown of each bid is provided as an attachment.

Villager Construction Inc. was the low bidder for the Total Contract A Base Bid. Contract B is a term contract and Villager Construction Inc. provided the lowest prices for the most anticipated unit items.

### **Recommendations**

We have conducted a post-bid interview with Adam Kohn of Villager Construction Inc. We have confirmed they have a good understanding of the project and have the manpower necessary to perform the work within the terms outlined in the Contract Documents. We feel they are qualified to perform the work and recommend the Town award contract A to Villager Construction Inc. in the amount of \$267,650.00 and award contract B to Villager Construction Inc. with the unit prices included in the bid totally the amount of \$1,705,650.00.

We have verified the firm is not on the NYS DOL disbarment list. We conducted a search on the OSHA website for health and safety violations. The search indicated the firm has no health or safety violations within the past 5 (five) years.

The Advertisement for Bidders provides for the refund of one (1) copy of the Contract Documents to those submitting Bids on the forms furnished, if returned in good condition to the Town within thirty (30) days of the award of the contract. Checks collected by Rotolite Elliot during the bid period will be returned to the Town under separate cover.

We recommend the Town retain the bid securities from the Lammes Construction until both contracts have been executed.



Should you have any questions, please contact me directly at (585) 402-7064.

Respectfully submitted,

**LaBella Associates**

*Ke'Shara J. Webb*  
Ke'Shara Webb, EIT  
Project Engineer

Attachments: Bid Tabulation

Cc: Ann Doeller, Town of Irondequoit  
Erin Magee, Town of Irondequoit  
Chris Yount, Town of Irondequoit  
Mike Simon, LaBella Associates  
File 2142153.054

**BID TABULATION**  
**Town of Irondequoit**  
**2020 SANITARY SEWER REPLACEMENT PROGRAM**

5/5/2020

LABELLA ASSOCIATES, D.P.C.  
 300 STATE STREET  
 ROCHESTER, NY 14614  
 LaBella Project: 2200293

BID TABULATION ANALYSIS  
 Bid Opening: 4-May-20

CONTRACT A				Engineer's Estimate		Villager Construction, Inc.		Lammes Construction, Inc.	
ITEM NUMBER	ITEM DESCRIPTION	UNITS	EST. QUANTITY	UNIT PRICE	ITEM AMOUNT	UNIT PRICE	ITEM AMOUNT	UNIT PRICE	ITEM AMOUNT
BASE BID									
2211.01	Rock Excavation	CY	10	\$190.00	\$1,900.00	\$170.00	\$1,700.00	\$0.01	\$0.10
2211.02	Concrete Base Removal	CY	30	\$150.00	\$1,500.00	\$85.00	\$850.00	\$1.00	\$10.00
2509.01	30" Gutter	LF	25	\$60.00	\$1,500.00	\$60.00	\$1,500.00	\$10.00	\$250.00
2513.01	Asphalt Concrete Pavement (Town Road)	SY	300	\$100.00	\$30,000.00	\$120.00	\$36,000.00	\$70.00	\$21,000.00
2513.02	Asphalt Concrete Pavement (Driveway)	EA	50	\$90.00	\$4,500.00	\$110.00	\$5,500.00	\$70.00	\$3,500.00
2525.01	Concrete Curbing	LF	90	\$130.00	\$3,900.00	\$100.00	\$3,000.00	\$1.00	\$90.00
2528.01	Remove and Replace Granite Curbing	LF	10	\$100.00	\$1,000.00	\$130.00	\$1,300.00	\$1.00	\$10.00
2732.01	4" SDR-24 Sanitary Lateral	LF	1100	\$90.00	\$99,000.00	\$150.00	\$165,000.00	\$136.00	\$149,600.00
2732.02	4" SDR-24 Sanitary Cleanout	EA	33	\$350.00	\$11,550.00	\$800.00	\$26,400.00	\$2,500.00	\$82,500.00
2732.08	Remove and Replace Wye	EA	6	\$5.00	\$30.00	\$2,600.00	\$15,600.00	\$1,200.00	\$7,200.00
2751.01	Concrete Sidewalk	SF	600	\$140.00	\$84,000.00	\$18.00	\$10,800.00	\$7.00	\$4,200.00
A BASE BID TOTAL					\$238,780.00		\$267,850.00		\$269,300.10

CONTRACT B				Engineer's Estimate		Villager Construction, Inc.		Lammes Construction	
ITEM NUMBER	ITEM DESCRIPTION	UNITS	EST. QUANTITY	UNIT PRICE	ITEM AMOUNT	UNIT PRICE	ITEM AMOUNT	UNIT PRICE	ITEM AMOUNT
BASE BID									
2732.04	Additional Crushed Stone Bedding	CY	50	\$100.00	\$5,000.00	\$43.00	\$2,150.00	\$80.00	\$4,000.00
2732.05	<9" Dia. Sewer Main Replacement (Depth <8')	LF	100	\$250.00	\$25,000.00	\$260.00	\$26,000.00	\$0.01	\$1.00
2732.06	<9" Dia. Sewer Main Replacement (Depth 8' to 12')	LF	100	\$300.00	\$30,000.00	\$315.00	\$31,500.00	\$0.01	\$1.00
2732.07	<9" Dia. Sewer Main Replacement (Depth 12' to 16')	LF	100	\$350.00	\$35,000.00	\$365.00	\$36,500.00	\$0.01	\$1.00
2732.08	<9" Dia. Sewer Main Replacement (Depth >16')	LF	100	\$400.00	\$40,000.00	\$410.00	\$41,000.00	\$0.01	\$1.00
2732.09	9" to 15" Dia. Sewer Main Replacement (Depth <8')	LF	100	\$350.00	\$35,000.00	\$280.00	\$28,000.00	\$650.00	\$65,000.00
2732.10	9" to 15" Dia. Sewer Main Replacement (Depth 8' to 12')	LF	100	\$400.00	\$40,000.00	\$340.00	\$34,000.00	\$400.00	\$40,000.00
2732.11	9" to 15" Dia. Sewer Main Replacement (Depth 12' to 16')	LF	100	\$450.00	\$45,000.00	\$380.00	\$38,000.00	\$1,000.00	\$100,000.00
2732.12	9" to 15" Dia. Sewer Main Replacement (Depth >16')	LF	100	\$500.00	\$50,000.00	\$390.00	\$39,000.00	\$1,500.00	\$150,000.00
2732.13	15" to 21" Dia. Sewer Main Replacement (Depth <8')	LF	100	\$500.00	\$50,000.00	\$375.00	\$37,500.00	\$8.01	\$1.00
2732.14	15" to 21" Dia. Sewer Main Replacement (Depth 8' to 12')	LF	100	\$600.00	\$60,000.00	\$520.00	\$52,000.00	\$0.01	\$1.00
2732.15	15" to 21" Dia. Sewer Main Replacement (Depth 12' to 16')	LF	100	\$700.00	\$70,000.00	\$590.00	\$59,000.00	\$0.01	\$1.00
2732.16	15" to 21" Dia. Sewer Main Replacement (Depth >16')	LF	100	\$800.00	\$80,000.00	\$680.00	\$68,000.00	\$0.01	\$1.00
2732.17	21" to 36" Dia. Sewer Main Replacement (Depth <8')	LF	100	\$800.00	\$80,000.00	\$700.00	\$70,000.00	\$0.01	\$1.00
2732.18	21" to 36" Dia. Sewer Main Replacement (Depth 8' to 12')	LF	100	\$900.00	\$90,000.00	\$850.00	\$85,000.00	\$0.01	\$1.00
2732.19	21" to 36" Dia. Sewer Main Replacement (Depth 12' to 16')	LF	100	\$1,000.00	\$100,000.00	\$1,160.00	\$116,000.00	\$0.01	\$1.00
2732.20	21" to 36" Dia. Sewer Main Replacement (Depth >16')	LF	100	\$1,100.00	\$110,000.00	\$1,570.00	\$157,000.00	\$0.01	\$1.00
2732.21	>36" Dia. Sewer Main Replacement (Depth <8')	LF	100	\$1,000.00	\$100,000.00	\$880.00	\$88,000.00	\$0.01	\$1.00
2732.22	>36" Dia. Sewer Main Replacement (Depth 8' to 12')	LF	100	\$1,100.00	\$110,000.00	\$1,100.00	\$110,000.00	\$0.01	\$1.00
2732.23	>36" Dia. Sewer Main Replacement (Depth 12' to 16')	LF	100	\$1,200.00	\$120,000.00	\$1,620.00	\$162,000.00	\$0.01	\$1.00
2732.24	>36" Dia. Sewer Main Replacement (Depth >16')	LF	100	\$1,300.00	\$130,000.00	\$2,150.00	\$215,000.00	\$0.01	\$1.00
B BASE BID TOTAL					\$1,405,000.00		\$1,705,650.00		\$398,016.00



**EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION TO DECLARE CERTAIN EQUIPMENT AS SURPLUS PROPERTY**

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 19<sup>th</sup> day of May, 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 Department of Public Works uses certain equipment to perform services for the Town, and from time to time such equipment needs to be replaced; and

**WHEREAS**, each piece of equipment listed on the attached Addendum "A" is several years old and no longer used by the Town; and

**WHEREAS**, the Town intends to auction the Equipment at the online municipal auction to occur in June and July 2020.

**NOW THEREFORE BE IT RESOLVED**, that the Town Board hereby declares said equipment (serial numbers set forth in Addendum "A," which is attached hereto and made a part hereof) as surplus and authorizes the Town Supervisor to execute and deliver such documentation as necessary to auction said Equipment at the next appropriate municipal equipment auction.

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 | _____ |

## Addendum "A"

Year	Fleet #	Description	KVS#
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### Public Works

2003	56	<b>Case 580 M Backhoe</b> VIN# JJG0375441 3699 Hours	002387
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2008	65	<b>Caterpillar 930H Wheel Loader</b> VIN# CAT0930HCDHC00993 5851 Hours	006641
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- 1) Jib boom ( All fit wheel loader above #65)
- 2) 3 in 1 bucket
- 3) General purpose bucket

1992		<b>Thompson 4" Trailer Mounted Pump</b> Serial #4V-117	0000P4
------	--	---	--------

**Gorman-Rupp Engineered Station Enclosure** (Data sheet included this was the old List Ave Pump Station)

**Three Ridgid SeeSnake Mini Pipe Inspection Reels** ( Two working Systems and one that needs repair sheet enclosed )

- 1) Ser # 21-028430 Asset #06834
- 2) Ser # 21-034123 Asset # 07373
- 3) Ser # 21-038658 No Asset # Camera Needs Repair

**Three Ridgid SeeSnake Monitors**

- 1) Ser # 145-003819 Asset # 06835 (CS 6PAK )
- 2) Ser # 157-008534 ( CS 6PAK )
- 3) 62-004987 Asset # 06193 (old style with video play back)

**Line Transmitter (Brick)** Ser # 217-03508

**Three Scout Sonde and Line Locator**

- 1) Ser # 208-07761 Asset # 06519
- 2) Ser # 208-19328
- 3) Ser # 208-33227

**Two Battery Chargers with 4 Batteries**

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

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 19th day of May, 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 authorized the purchase of new vehicles for the Irondequoit Police Department and further authorized upgrades to the fire detection system at the Town Hall (collectively, the “Project”), anticipating that financing for the Project would be available through grant monies expected to be received from the State of New York; and

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

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

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

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

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

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

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

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

This resolution shall take effect immediately upon its adoption.

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

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

Attachment A

(Grant Disbursement Agreement)

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

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

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

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**THE GRANTEE:**

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

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**THE PROJECT:**

Purchase of Police Vehicles as well as Upgrade and Install a Fire Detection System at the Town Hall

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**PROJECT LOCATION:**

Police Department/Town Hall

**PROJECT ADDRESS:**

1280 Titus Avenue, Rochester, NY

**GRANT AMOUNT:**

\$125,000

**FUNDING SOURCE:**

State and Municipal Facilities Program ("SAM")

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For Office Use Only:

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

06/20/18

**DATE GDA SENT TO GRANTEE:**

02/01/19

**DATE AGREEMENT SIGNED BY GRANTEE:**

**DATE AGREEMENT SIGNED BY DASNY:**

**EXPIRATION DATE OF THIS AGREEMENT:**

**Project ID:** 13082  
**FMS#:** 147588  
**GranteeID:** 1515  
**GrantID:** 14155

## TERMS AND CONDITIONS

### 1. The Project

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

### 2. Project Budget and Use of Funds

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

### 3. Books and Records

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

#### 4. Conditions Precedent to Disbursement of the Grant

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

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

#### 5. Disbursement

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

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

b) Payment on Invoice:

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

c) Real Property Acquisition:

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

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

6. Non-Discrimination and Affirmative Action

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

7. No Liability of DASNY or the State

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

## 8. Warranties and Covenants

The Grantee warrants and covenants that:

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

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

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

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

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

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

## 9. Default and Remedies

a) Each of the following shall constitute a default by the Grantee under this Agreement:

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

- viii. Utilizing the Grant funds paid to the Grantee pursuant to Section 5(b) for any purpose other than paying the contractors and/or vendors identified in the requisition documentation in the amounts set forth in the requisition.
- b) Upon the occurrence of a default by the Grantee and written notice by DASNY indicating the nature of the default, DASNY shall have the right to terminate this Agreement.
- c) Upon any such termination, DASNY may withhold any Grant proceeds not yet disbursed and may require repayment of Grant proceeds already disbursed. If DASNY determines that any Grant proceeds had previously been released based upon fraudulent representations or other willful misconduct, DASNY may require repayment of those funds and may refer the matter to the appropriate authorities for prosecution. DASNY shall be entitled to exercise any other rights and seek any other remedies provided by law.

#### 10. Term of Agreement

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

#### 11. Project Audit

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

#### 12. Survival of Provisions

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

#### 13. Notices

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

#### 14. Assignment

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

#### 15. Modification

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

16. Governing Law

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

17. Confidentiality of Information

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

18. Executory Clause

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

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

**GRANTEE: TOWN OF IRONDEQUOIT**



\_\_\_\_\_  
(Signature of Grantee Authorized Officer)

*David Seely, Supervisor*

\_\_\_\_\_  
(Printed Name and Title)

Date: 8/1/19

**DORMITORY AUTHORITY OF THE STATE OF NEW YORK**

\_\_\_\_\_  
(Signature of DASNY Authorized Officer)

\_\_\_\_\_  
(Printed Name)

Date: \_\_\_\_\_

**EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION AUTHORIZING AN INTERFUND TRANSFER**

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 19th day of May, 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
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Town Board Member \_\_\_\_\_ offered the following resolution and moved for its adoption:

**WHEREAS**, it is necessary to paint the cupola on top of the Town Hall due to years of weathering and deterioration in order to protect the structure (the “Project”); and

**WHEREAS**, the Department of Public Works estimates this work will cost up to \$100,000 due to the nature of the project and its location; and

**WHEREAS**, it is necessary to transfer funds from General Fund Balance up to \$100,000 to capital account 302.1620.2019 to make funds available for this project; and

**WHEREAS**, funds will be available in capital account 302.1620.2019 for this expense; and

**WHEREAS**, the Town Board determines that the painting of the cupola 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 approves the inter fund transfer up to \$100,000 from General Fund to account 302.1620.2019.

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	_____

**EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD ADOPTING  
A RESOLUTION APPOINTING TOWN BOARD AS LEAD AGENCY FOR THE  
IRONDEQUOIT BAY STATE MARINE PARK PROJECT AND CULVER ROAD  
STORM SEWERS PROJECT**

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 May 19, 2020 at 7:00 pm; 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 severely increased high-water level of Lake Ontario in the last few years New York State has formed the Lake Ontario Resiliency and Economic Development Initiates (REDI) and allocated funding to increase the resilience of several projects; and

**WHEREAS**, the Town of Irondequoit has received two awards to increase the resiliency of the Irondequoit Bay State Marine Parke (the “Irondequoit Bay State Marine Park Project”) and the Culver Road Storm Sewers (the “Culver Road Storm Sewers Project”), both of which are in the same location; and

**WHEREAS**, the Culver Road Storm Sewers Project would require the installation of a new storm manhole, some storm piping, inline check valves, and a stormwater pump station; and

**WHEREAS**, the Irondequoit Bay State Marine Park portion of the project includes the expansion and elevation of current parking spaces, the boat maneuvering area, a concrete boat launch ramp along with installing floating boarding docks, and adding additional parking spaces, a pavilion, playground, canoe/kayak launch and a transient boat dock; and

**WHEREAS**, the Project is classified as a Type I action under the State Environmental Quality Review Act because it involves the alteration of more than 10 acres (6 NYCRR § 617.4(b)(6)(i)); and

**WHEREAS**, pursuant to Resolution 2020-110 the Town Board declared its intent to serve as Lead Agency for a coordinated review and provided notice to all involved agencies as required under 6 NYCRR § 617.6(b); and

**WHEREAS**, the Environmental Assessment Form Part 1 was sent to the involved agencies, and the town has received confirmation back from said agencies that it concurs with the designation of the Town of Irondequoit as lead agency for the referenced action.

**NOW THEREFORE BE IT RESOLVED**, that the Town Board hereby declares itself to be Lead Agency for the purposes of the State Environmental Quality Review Act.

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 PURSUANT TO NEW YORK STATE ENVIRONMENTAL  
QUALITY REVIEW ACT REGARDING THE IRONDEQUOIT BAY STATE  
MARINE PARK PROJECT AND CULVER ROAD STORM SEWERS PROJECT**

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 May 19, 2020 at 7:00 pm; there were

PRESENT:

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

Harter Secrest & Emery LLP	Attorney for the Town
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**WHEREAS**, due to the severely increased high-water level of Lake Ontario in the last few years New York State has formed the Lake Ontario Resiliency and Economic Development Initiates (REDI) and allocated funding to increase the resilience of several projects; and

**WHEREAS**, the Town of Irondequoit has received two awards to increase the resiliency of the Irondequoit Bay State Marine Parke (the “Irondequoit Bay State Marine Park Project”) and the Culver Road Storm Sewers (the “Culver Road Storm Sewers Project”), both of which are in the same location; and

**WHEREAS**, the Culver Road Storm Sewers Project would require the installation of a new storm manhole, some storm piping, inline check valves, and a stormwater pump station; and

**WHEREAS**, the Irondequoit Bay State Marine Park portion of the project includes the expansion and elevation of current parking spaces, the boat maneuvering area, a concrete boat launch ramp along with installing floating boarding docks, and adding additional parking spaces, a pavilion, playground, canoe/kayak launch and a transient boat dock; and

**WHEREAS**, pursuant to Resolution 2020-\_\_\_\_\_ the Town Board declared itself as Lead Agency for the purposes of the State Environmental Quality Review Act; and

**WHEREAS**, the Town Board has reviewed the scope of the Project and has further received and considered the advice of architects, engineers, and environmental specialists, Ramboll, with respect to classification of the action in accordance with the State Environmental Quality Review Act (SEQRA); and

**WHEREAS**, the Project is classified as a Type I action under the State Environmental Quality Review Act because it involves the alteration of more than 10 acres (6 NYCRR § 617.4(b)(6)(i)); and

**WHEREAS**, the Town Board has received and reviewed a Long Environmental Assessment Form (“EAF”) dated [ ] attached hereto and made a part hereof and has considered the potential environmental impacts of the Project pursuant to the requirements of SEQRA and has found that the proposed action will not result in any significant adverse environmental impacts.

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board adopts the Negative Declaration attached hereto and made a part hereof for the Project and determines that no Environmental Impact Statement is required.

**AND, BE IT FURTHER RESOLVED**, that the Town Supervisor shall file the Negative Declaration along with this Resolution with the Town Clerk and all involved agencies, forward these documents to any person who requests a copy, and maintain the EAF and Negative Declaration in a file regularly accessible to the public.

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	_____

**Full Environmental Assessment Form**  
**Part 2 - Identification of Potential Project Impacts**

Agency Use Only [If applicable]

Project:

Date:

**Part 2 is to be completed by the lead agency.** Part 2 is designed to help the lead agency inventory all potential resources that could be affected by a proposed project or action. We recognize that the lead agency's reviewer(s) will not necessarily be environmental professionals. So, the questions are designed to walk a reviewer through the assessment process by providing a series of questions that can be answered using the information found in Part 1. To further assist the lead agency in completing Part 2, the form identifies the most relevant questions in Part 1 that will provide the information needed to answer the Part 2 question. When Part 2 is completed, the lead agency will have identified the relevant environmental areas that may be impacted by the proposed activity.

If the lead agency is a state agency **and** the action is in any Coastal Area, complete the Coastal Assessment Form before proceeding with this assessment.

**Tips for completing Part 2:**

- Review all of the information provided in Part 1.
- Review any application, maps, supporting materials and the Full EAF Workbook.
- Answer each of the 18 questions in Part 2.
- If you answer “Yes” to a numbered question, please complete all the questions that follow in that section.
- If you answer “No” to a numbered question, move on to the next numbered question.
- Check appropriate column to indicate the anticipated size of the impact.
- Proposed projects that would exceed a numeric threshold contained in a question should result in the reviewing agency checking the box “Moderate to large impact may occur.”
- The reviewer is not expected to be an expert in environmental analysis.
- If you are not sure or undecided about the size of an impact, it may help to review the sub-questions for the general question and consult the workbook.
- When answering a question consider all components of the proposed activity, that is, the “whole action”.
- Consider the possibility for long-term and cumulative impacts as well as direct impacts.
- Answer the question in a reasonable manner considering the scale and context of the project.

	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES	
<b>1. Impact on Land</b> Proposed action may involve construction on, or physical alteration of, the land surface of the proposed site. (See Part 1. D.1) <i>If “Yes”, answer questions a - j. If “No”, move on to Section 2.</i>			
See Attachment 1 for addition discussion on Items f and g.	<b>Relevant Part I Question(s)</b>	<b>No, or small impact may occur</b>	<b>Moderate to large impact may occur</b>
a. The proposed action may involve construction on land where depth to water table is less than 3 feet.	E2d	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may involve construction on slopes of 15% or greater.	E2f	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may involve construction on land where bedrock is exposed, or generally within 5 feet of existing ground surface.	E2a	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve the excavation and removal of more than 1,000 tons of natural material.	D2a	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may involve construction that continues for more than one year or in multiple phases.	D1c	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result in increased erosion, whether from physical disturbance or vegetation removal (including from treatment by herbicides).	D2e, D2q	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. The proposed action is, or may be, located within a Coastal Erosion hazard area.	B1i	<input checked="" type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: <u>Not Applicable</u>		<input type="checkbox"/>	<input type="checkbox"/>

**2. Impact on Geological Features**

The proposed action may result in the modification or destruction of, or inhibit access to, any unique or unusual land forms on the site (e.g., cliffs, dunes, minerals, fossils, caves). (See Part 1. E.2.g)

NO

YES

*If "Yes", answer questions a - c. If "No", move on to Section 3.*

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Identify the specific land form(s) attached: _____ _____	E2g	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may affect or is adjacent to a geological feature listed as a registered National Natural Landmark. Specific feature: _____	E3c	<input type="checkbox"/>	<input type="checkbox"/>
c. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

**3. Impacts on Surface Water**

The proposed action may affect one or more wetlands or other surface water bodies (e.g., streams, rivers, ponds or lakes). (See Part 1. D.2, E.2.h)

NO

YES

*If "Yes", answer questions a - l. If "No", move on to Section 4.*

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
See Attachment 1 for addition discussion on Items c, d, e, g, h and i.			
a. The proposed action may create a new water body.	D2b, D1h	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in an increase or decrease of over 10% or more than a 10 acre increase or decrease in the surface area of any body of water.	D2b	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may involve dredging more than 100 cubic yards of material from a wetland or water body.	D2a	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. The proposed action may involve construction within or adjoining a freshwater or tidal wetland, or in the bed or banks of any other water body.	E2h	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. The proposed action may create turbidity in a waterbody, either from upland erosion, runoff or by disturbing bottom sediments.	D2a, D2h	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f. The proposed action may include construction of one or more intake(s) for withdrawal of water from surface water.	D2c	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may include construction of one or more outfall(s) for discharge of wastewater to surface water(s).	D2d	<input checked="" type="checkbox"/>	<input type="checkbox"/>
h. The proposed action may cause soil erosion, or otherwise create a source of stormwater discharge that may lead to siltation or other degradation of receiving water bodies.	D2e	<input checked="" type="checkbox"/>	<input type="checkbox"/>
i. The proposed action may affect the water quality of any water bodies within or downstream of the site of the proposed action.	E2h	<input type="checkbox"/>	<input checked="" type="checkbox"/>
j. The proposed action may involve the application of pesticides or herbicides in or around any water body.	D2q, E2h	<input checked="" type="checkbox"/>	<input type="checkbox"/>
k. The proposed action may require the construction of new, or expansion of existing, wastewater treatment facilities.	D1a, D2d	<input checked="" type="checkbox"/>	<input type="checkbox"/>

I. Other impacts: <u>Not Applicable</u> <hr/>		<input type="checkbox"/>	<input type="checkbox"/>
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**4. Impact on groundwater**  
 The proposed action may result in new or additional use of ground water, or may have the potential to introduce contaminants to ground water or an aquifer.  
 (See Part 1. D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t)  
*If "Yes", answer questions a - h. If "No", move on to Section 5.*

NO       YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may require new water supply wells, or create additional demand on supplies from existing water supply wells.	D2c	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Water supply demand from the proposed action may exceed safe and sustainable withdrawal capacity rate of the local supply or aquifer. Cite Source: _____	D2c	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may allow or result in residential uses in areas without water and sewer services.	D1a, D2c	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may include or require wastewater discharged to groundwater.	D2d, E2l	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in the construction of water supply wells in locations where groundwater is, or is suspected to be, contaminated.	D2c, E1f, E1g, E1h	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may require the bulk storage of petroleum or chemical products over ground water or an aquifer.	D2p, E2l	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may involve the commercial application of pesticides within 100 feet of potable drinking water or irrigation sources.	E2h, D2q, E2l, D2c	<input checked="" type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: <u>Not Applicable</u> _____		<input type="checkbox"/>	<input type="checkbox"/>

**5. Impact on Flooding**  
 The proposed action may result in development on lands subject to flooding.  
 (See Part 1. E.2)  
*If "Yes", answer questions a - g. If "No", move on to Section 6.*

NO       YES

See Attachment 1 for addition discussion on Items b, d and e.	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in development in a designated floodway.	E2i	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in development within a 100 year floodplain.	E2j	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in development within a 500 year floodplain.	E2k	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in, or require, modification of existing drainage patterns.	D2b, D2e	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may change flood water flows that contribute to flooding.	D2b, E2i, E2j, E2k	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. If there is a dam located on the site of the proposed action, is the dam in need of repair, or upgrade?	E1e	<input checked="" type="checkbox"/>	<input type="checkbox"/>

g. Other impacts: <u>Not Applicable</u>	<input type="checkbox"/>	<input type="checkbox"/>
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<b>6. Impacts on Air</b> The proposed action may include a state regulated air emission source. (See Part 1. D.2.f., D.2.h, D.2.g) <i>If "Yes", answer questions a - f. If "No", move on to Section 7.</i>				<input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES
	<b>Relevant Part I Question(s)</b>	<b>No, or small impact may occur</b>	<b>Moderate to large impact may occur</b>		
a. If the proposed action requires federal or state air emission permits, the action may also emit one or more greenhouse gases at or above the following levels:					
i. More than 1000 tons/year of carbon dioxide (CO <sub>2</sub> )	D2g	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
ii. More than 3.5 tons/year of nitrous oxide (N <sub>2</sub> O)	D2g	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
iii. More than 1000 tons/year of carbon equivalent of perfluorocarbons (PFCs)	D2g	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
iv. More than .045 tons/year of sulfur hexafluoride (SF <sub>6</sub> )	D2g	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
v. More than 1000 tons/year of carbon dioxide equivalent of hydrochloroflourocarbons (HFCs) emissions	D2g	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
vi. 43 tons/year or more of methane	D2h	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
b. The proposed action may generate 10 tons/year or more of any one designated hazardous air pollutant, or 25 tons/year or more of any combination of such hazardous air pollutants.	D2g	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
c. The proposed action may require a state air registration, or may produce an emissions rate of total contaminants that may exceed 5 lbs. per hour, or may include a heat source capable of producing more than 10 million BTU's per hour.	D2f, D2g	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
d. The proposed action may reach 50% of any of the thresholds in "a" through "c", above.	D2g	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
e. The proposed action may result in the combustion or thermal treatment of more than 1 ton of refuse per hour.	D2s	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
f. Other impacts: <u>Not Applicable</u>		<input type="checkbox"/>	<input type="checkbox"/>		

<b>7. Impact on Plants and Animals</b> The proposed action may result in a loss of flora or fauna. (See Part 1. E.2. m.-q.) <i>If "Yes", answer questions a - j. If "No", move on to Section 8.</i>				<input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES
	<b>Relevant Part I Question(s)</b>	<b>No, or small impact may occur</b>	<b>Moderate to large impact may occur</b>		
See Attachment 1 for addition discussion on Items a and b.					
a. The proposed action may cause reduction in population or loss of individuals of any threatened or endangered species, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2o	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
b. The proposed action may result in a reduction or degradation of any habitat used by any rare, threatened or endangered species, as listed by New York State or the federal government.	E2o	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
c. The proposed action may cause reduction in population, or loss of individuals, of any species of special concern or conservation need, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2p	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
d. The proposed action may result in a reduction or degradation of any habitat used by any species of special concern and conservation need, as listed by New York State or the Federal government.	E2p	<input checked="" type="checkbox"/>	<input type="checkbox"/>		

e. The proposed action may diminish the capacity of a registered National Natural Landmark to support the biological community it was established to protect.	E3c	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result in the removal of, or ground disturbance in, any portion of a designated significant natural community. Source: <a href="https://giservices.dec.ny.gov/gis/erm/">https://giservices.dec.ny.gov/gis/erm/</a>	E2n	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may substantially interfere with nesting/breeding, foraging, or over-wintering habitat for the predominant species that occupy or use the project site.	E2m	<input checked="" type="checkbox"/>	<input type="checkbox"/>
h. The proposed action requires the conversion of more than 10 acres of forest, grassland or any other regionally or locally important habitat. Habitat type & information source: _____	E1b	<input checked="" type="checkbox"/>	<input type="checkbox"/>
i. Proposed action (commercial, industrial or recreational projects, only) involves use of herbicides or pesticides.	D2q	<input checked="" type="checkbox"/>	<input type="checkbox"/>
j. Other impacts: <u>Not Applicable</u>		<input type="checkbox"/>	<input type="checkbox"/>

<b>8. Impact on Agricultural Resources</b>			
The proposed action may impact agricultural resources. (See Part 1. E.3.a. and b.)		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
<i>If "Yes", answer questions a - h. If "No", move on to Section 9.</i>			
	<b>Relevant Part I Question(s)</b>	<b>No, or small impact may occur</b>	<b>Moderate to large impact may occur</b>
a. The proposed action may impact soil classified within soil group 1 through 4 of the NYS Land Classification System.	E2c, E3b	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may sever, cross or otherwise limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc).	E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in the excavation or compaction of the soil profile of active agricultural land.	E3b	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may irreversibly convert agricultural land to non-agricultural uses, either more than 2.5 acres if located in an Agricultural District, or more than 10 acres if not within an Agricultural District.	E1b, E3a	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may disrupt or prevent installation of an agricultural land management system.	E1 a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result, directly or indirectly, in increased development potential or pressure on farmland.	C2c, C3, D2c, D2d	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed project is not consistent with the adopted municipal Farmland Protection Plan.	C2c	<input type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

**9. Impact on Aesthetic Resources**

The land use of the proposed action are obviously different from, or are in sharp contrast to, current land use patterns between the proposed project and a scenic or aesthetic resource. (Part 1. E.1.a, E.1.b, E.3.h.)

NO

YES

*If "Yes", answer questions a - g. If "No", go to Section 10.*

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Proposed action may be visible from any officially designated federal, state, or local scenic or aesthetic resource.	E3h	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the obstruction, elimination or significant screening of one or more officially designated scenic views.	E3h, C2b	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may be visible from publicly accessible vantage points: i. Seasonally (e.g., screened by summer foliage, but visible during other seasons) ii. Year round	E3h	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
d. The situation or activity in which viewers are engaged while viewing the proposed action is: i. Routine travel by residents, including travel to and from work ii. Recreational or tourism based activities	E3h E2q, E1c	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
e. The proposed action may cause a diminishment of the public enjoyment and appreciation of the designated aesthetic resource.	E3h	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. There are similar projects visible within the following distance of the proposed project: 0-1/2 mile 1/2 -3 mile 3-5 mile 5+ mile	D1a, E1a, D1f, D1g	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. Other impacts: <u>Not Applicable</u>		<input type="checkbox"/>	<input type="checkbox"/>

**10. Impact on Historic and Archeological Resources**

The proposed action may occur in or adjacent to a historic or archaeological resource. (Part 1. E.3.e, f. and g.)

NO

YES

*If "Yes", answer questions a - e. If "No", go to Section 11.*

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
See Attachment 1 for addition discussion on Item b.			
a. The proposed action may occur wholly or partially within, or substantially contiguous to, any buildings, archaeological site or district which is listed on the National or State Register of Historical 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.	E3e	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may occur wholly or partially within, or substantially contiguous to, an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory.	E3f	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may occur wholly or partially within, or substantially contiguous to, an archaeological site not included on the NY SHPO inventory. Source: _____	E3g	<input checked="" type="checkbox"/>	<input type="checkbox"/>

d. Other impacts: <u>Not Applicable</u>		<input type="checkbox"/>	<input type="checkbox"/>
e. If any of the above (a-d) are answered "Moderate to large impact may occur", continue with the following questions to help support conclusions in Part 3:		Not Applicable	
i. The proposed action may result in the destruction or alteration of all or part of the site or property.	E3e, E3g, E3f	<input type="checkbox"/>	<input type="checkbox"/>
ii. The proposed action may result in the alteration of the property's setting or integrity.	E3e, E3f, E3g, E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
iii. The proposed action may result in the introduction of visual elements which are out of character with the site or property, or may alter its setting.	E3e, E3f, E3g, E3h, C2, C3	<input type="checkbox"/>	<input type="checkbox"/>

<b>11. Impact on Open Space and Recreation</b>			
The proposed action may result in a loss of recreational opportunities or a reduction of an open space resource as designated in any adopted municipal open space plan. (See Part 1. C.2.c, E.1.c., E.2.q.) <i>If "Yes", answer questions a - e. If "No", go to Section 12.</i>		<input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES
See Attachment 1 for addition discussion on Item e.	<b>Relevant Part I Question(s)</b>	<b>No, or small impact may occur</b>	<b>Moderate to large impact may occur</b>
a. The proposed action may result in an impairment of natural functions, or "ecosystem services", provided by an undeveloped area, including but not limited to stormwater storage, nutrient cycling, wildlife habitat.	D2e, E1b, E2h, E2m, E2o, E2n, E2p	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the loss of a current or future recreational resource.	C2a, E1c, C2c, E2q	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may eliminate open space or recreational resource in an area with few such resources.	C2a, C2c, E1c, E2q	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in loss of an area now used informally by the community as an open space resource.	C2c, E1c	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. Other impacts: <u>Proposed action may result in impacts on recreational use of area.</u>		<input checked="" type="checkbox"/>	<input type="checkbox"/>

<b>12. Impact on Critical Environmental Areas</b>			
The proposed action may be located within or adjacent to a critical environmental area (CEA). (See Part 1. E.3.d) <i>If "Yes", answer questions a - c. If "No", go to Section 13.</i>		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	<b>Relevant Part I Question(s)</b>	<b>No, or small impact may occur</b>	<b>Moderate to large impact may occur</b>
a. The proposed action may result in a reduction in the quantity of the resource or characteristic which was the basis for designation of the CEA.	E3d	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in a reduction in the quality of the resource or characteristic which was the basis for designation of the CEA.	E3d	<input type="checkbox"/>	<input type="checkbox"/>
c. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

**13. Impact on Transportation**

The proposed action may result in a change to existing transportation systems.  
(See Part 1. D.2.j)

NO

YES

*If "Yes", answer questions a - f. If "No", go to Section 14.*

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Projected traffic increase may exceed capacity of existing road network.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the construction of paved parking area for 500 or more vehicles.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action will degrade existing transit access.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action will degrade existing pedestrian or bicycle accommodations.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may alter the present pattern of movement of people or goods.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

**14. Impact on Energy**

The proposed action may cause an increase in the use of any form of energy.  
(See Part 1. D.2.k)

NO

YES

*If "Yes", answer questions a - e. If "No", go to Section 15.*

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action will require a new, or an upgrade to an existing, substation.	D2k	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. The proposed action will require the creation or extension of an energy transmission or supply system to serve more than 50 single or two-family residences or to serve a commercial or industrial use.	D1f, D1q, D2k	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may utilize more than 2,500 MWhrs per year of electricity.	D2k	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve heating and/or cooling of more than 100,000 square feet of building area when completed.	D1g	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. Other Impacts: Not Applicable		<input type="checkbox"/>	<input type="checkbox"/>

**15. Impact on Noise, Odor, and Light**

The proposed action may result in an increase in noise, odors, or outdoor lighting.  
(See Part 1. D.2.m., n., and o.)

NO

YES

*If "Yes", answer questions a - f. If "No", go to Section 16.*

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
See Attachment 1 for addition discussion on Item a.			
a. The proposed action may produce sound above noise levels established by local regulation.	D2m	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in blasting within 1,500 feet of any residence, hospital, school, licensed day care center, or nursing home.	D2m, E1d	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in routine odors for more than one hour per day.	D2o	<input checked="" type="checkbox"/>	<input type="checkbox"/>

d. The proposed action may result in light shining onto adjoining properties.	D2n	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in lighting creating sky-glow brighter than existing area conditions.	D2n, E1a	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: <u>Not Applicable</u>		<input type="checkbox"/>	<input type="checkbox"/>

**16. Impact on Human Health**

The proposed action may have an impact on human health from exposure to new or existing sources of contaminants. (See Part 1.D.2.q., E.1. d. f. g. and h.)

NO

YES

*If "Yes", answer questions a - m. If "No", go to Section 17.*

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action is located within 1500 feet of a school, hospital, licensed day care center, group home, nursing home or retirement community.	E1d	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. The site of the proposed action is currently undergoing remediation.	E1g, E1h	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. There is a completed emergency spill remediation, or a completed environmental site remediation on, or adjacent to, the site of the proposed action.	E1g, E1h	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. The site of the action is subject to an institutional control limiting the use of the property (e.g., easement or deed restriction).	E1g, E1h	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may affect institutional control measures that were put in place to ensure that the site remains protective of the environment and human health.	E1g, E1h	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. The proposed action has adequate control measures in place to ensure that future generation, treatment and/or disposal of hazardous wastes will be protective of the environment and human health.	D2t	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. The proposed action involves construction or modification of a solid waste management facility.	D2q, E1f	<input checked="" type="checkbox"/>	<input type="checkbox"/>
h. The proposed action may result in the unearthing of solid or hazardous waste.	D2q, E1f	<input checked="" type="checkbox"/>	<input type="checkbox"/>
i. The proposed action may result in an increase in the rate of disposal, or processing, of solid waste.	D2r, D2s	<input checked="" type="checkbox"/>	<input type="checkbox"/>
j. The proposed action may result in excavation or other disturbance within 2000 feet of a site used for the disposal of solid or hazardous waste.	E1f, E1g E1h	<input checked="" type="checkbox"/>	<input type="checkbox"/>
k. The proposed action may result in the migration of explosive gases from a landfill site to adjacent off site structures.	E1f, E1g	<input checked="" type="checkbox"/>	<input type="checkbox"/>
l. The proposed action may result in the release of contaminated leachate from the project site.	D2s, E1f, D2r	<input checked="" type="checkbox"/>	<input type="checkbox"/>
m. Other impacts: <u>Not Applicable</u>		<input type="checkbox"/>	<input type="checkbox"/>

**17. Consistency with Community Plans**  
 The proposed action is not consistent with adopted land use plans.  
 (See Part I. C.1, C.2. and C.3.)  
*If "Yes", answer questions a - h. If "No", go to Section 18.*

NO       YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action's land use components may be different from, or in sharp contrast to, current surrounding land use pattern(s).	C2, C3, D1a E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action will cause the permanent population of the city, town or village in which the project is located to grow by more than 5%.	C2	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action is inconsistent with local land use plans or zoning regulations.	C2, C2, C3	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action is inconsistent with any County plans, or other regional land use plans.	C2, C2	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may cause a change in the density of development that is not supported by existing infrastructure or is distant from existing infrastructure.	C3, D1c, D1d, D1f, D1d, E1b	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action is located in an area characterized by low density development that will require new or expanded public infrastructure.	C4, D2c, D2d D2j	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may induce secondary development impacts (e.g., residential or commercial development not included in the proposed action)	C2a	<input type="checkbox"/>	<input type="checkbox"/>
h. Other: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

**18. Consistency with Community Character**  
 The proposed project is inconsistent with the existing community character.  
 (See Part I. C.2, C.3, D.2, E.3)  
*If "Yes", answer questions a - g. If "No", proceed to Part 3.*

NO       YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
See Attachment 1 for addition discussion on Item d.			
a. The proposed action may replace or eliminate existing facilities, structures, or areas of historic importance to the community.	E3e, E3f, E3g	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may create a demand for additional community services (e.g. schools, police and fire)	C4	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may displace affordable or low-income housing in an area where there is a shortage of such housing.	C2, C3, D1f D1g, E1a	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may interfere with the use or enjoyment of officially recognized or designated public resources.	C2, E3	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. The proposed action is inconsistent with the predominant architectural scale and character.	C2, C3	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. Proposed action is inconsistent with the character of the existing natural landscape.	C2, C3 E1a, E1b E2g, E2h	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. Other impacts: <u>Not Applicable</u> _____		<input type="checkbox"/>	<input type="checkbox"/>

**Part 1 EAF – Schedule Updates**

The Part 1 EAF indicated that the project would occur over the course of a one 6-month phase. Upon further review, the project is currently anticipated to occur over the course of two 6-month phases beginning in the summer of 2020 and is expected to be completed in the fall of 2021.

**Part 2 EAF Supplemental Information**

As noted in the Part 2 EAF, additional information relating to certain items is included below. The letters in parentheses of each section heading correspond with Full EAF Part 2 questions.

**EAF SECTION 1 - IMPACT ON LAND (ITEMS F AND G)**

Temporary land disturbances will occur during the construction activities which will occur for a duration of approximately 6 months. The area of disturbance will exceed 1-acre; therefore, will require coverage under the NYSDEC’s SPDES General Permit (General Permit) for Stormwater Discharges from Construction Activity (GP-0-20-001). Coverage under the General Permit will require preparation and implementation of a Stormwater Pollution Prevention Plan (SWPPP). The SWPPP will include erosion and sedimentation controls (E&SCs), which will be maintained by the Contractor through site restoration/stabilization activities.

The potential for temporary impacts from exposure of bare soils during construction will be mitigated through the implementation and maintenance of the SWPPP. The SWPPP will be prepared in accordance with the General Permit, as well as New York State guidance documents: New York State Standards and Specifications for Erosion and Sediment Control (2016) and New York State Stormwater Management Design Manual (2015). Preparation and implementation of the SWPPP may include stormwater management practices and components to control the rate and quality of runoff

**EAF SECTION 3 - IMPACT ON SURFACE WATERS (ITEMS C, D, E, G, H AND I)**

Construction activities associated with the project may result in temporary surface water impacts from stormwater runoff. However, standard construction industry stabilization practices will be implemented to minimize potential short-term impacts. As previously described, it is anticipated that coverage under the General Permit will be required. Therefore, a SWPPP (and E&SC Plan) will also be prepared and implemented in accordance with the General Permit as well as New York State guidance documents. Preparation and implementation of the SWPPP will include stormwater management practices and components to control the post-construction rate and quality of runoff, as well as measures to minimize sedimentation within Irondequoit Bay during construction of the outfall.

Work will occur within and adjacent to Federal and State regulated waterbodies. The Town will submit a Joint Application for Permit (or Nationwide Permit Preconstruction Notification, PCN) to the USACE to obtain authorization under Section 404 of the Clean Water Act and Section 10 of the Rivers and Harbors Act (Joint Application). The Joint Application for Permit will also be submitted to the NYSDEC to obtain authorization under Article 15 and Article 24 of the Environmental Conservation Law (Protection of Waters, 6 NYCRR 608 and Freshwater Wetlands, 6 NYCRR 663, respectively), and Section 401 of the



Clean Water Act (401 Water Quality Certification), as well as Article 34 (Coastal Erosion Management Permit), if applicable.

It should also be noted that New York State (NYS) will be conducting a dredging program in 2021 under the Resiliency and Economic Development Initiative (REDI) as Phase II of a dredging program which was originally initiated in 2014. Through this program, NYS and their contractors will be dredging the Irondequoit Bay Outlet Channel. The mean water level is approximately 245 feet and the low water level is approximately 242 feet. As part of the dredging program, NYS intends to dredge the zone at the proposed transient docks and south of the existing boat launch to a depth of  $\pm$  8 feet below mean water level to allow for safe access of boats from the boat launch to the Outlet Channel.

NYS will obtain (or modify previously issued) applicable federal and state permits for the dredging project. Measures to minimize sedimentation within the Irondequoit Bay during dredging will be implemented by NYS.

It is anticipated that the transient docks will be installed by the Town upon completion of NYS's dredging program.

### **EAF Section 5 - Impact on Flooding (Items b, d and e)**

The proposed action is located within a 100-year floodplain. However, the primary objective of the Irondequoit Bay State Marine Park (IBSMP) and the Culver Road Storm Sewer (SS) Improvement projects is to mitigate existing adverse flooding impacts at the site and maintain functionality of these areas during highwater periods. The IBSMP project involves raising the elevation of the parking area above the anticipated high-water elevation of 249.5 and modifying the existing boat launch to address historic high-water levels and subsequent flooding. The Culver Road SS involves the installation of check valves on the three existing outfalls, installation of a permanent stormwater piping station and bypass piping for use during periods of high lake levels when gravity flow of impounded water in Culver Road is not feasible.

The increase in the elevation of the site will result in displacement of water during flood events. However, given the size of the project area, relative to the floodplain itself, the volume of displaced water is not anticipated to have a measurable impact on the surrounding area. Based on ...<evaluation pending>>.

The Town is responsible for issuing floodplain development permits in accordance with Article 36 of the Environmental Conservation Law (ECL). Work associated with this project will be performed in accordance with the Town's Flood Damage Prevention regulations (Chapter 136) and conditions of the floodplain development permit.

### **EAF SECTION 7 - IMPACT ON PLANTS AND ANIMALS (ITEMS A AND B)**

Based on review of NYSDEC's Environmental Resource Mapper (<https://qisservices.dec.ny.gov/gis/erm/>) and EAF Mapper tool (<http://www.dec.ny.gov/eafmapper/>), the endangered or threatened species discussed below were identified as potentially be located within the project area:

**Least Bittern (*Ixobrychus exilis*) (NYS Threatened)**

In New York, least bitterns tend to breed in shallow or deep emergent marshes, freshwater tidal marshes (lower Hudson River), or brackish tidal marshes (Long Island) and spend nearly all their time in dense, grass-like vegetation (NY NHP web site, 5/7/2020). Favorable habitat for the least bittern does not occur within the project area; therefore, no significant adverse impacts to this species are anticipated.

**Hooker's Orchid (*Platanthera hookeri*) (NYS Endangered)**

The last documented record for this species in the project area was from 1898 with the known location noted as "Sea Breeze" (NYSDEC ERM). Based on the age of this record and that the preferred habitat for this species (*i.e.*, dry to moist woodlands and forest) is not present at the proposed project location, no significant adverse impacts to this species are anticipated.

**Giant Pine-drops (*Pterospora andromedea*) (NYS Endangered)**

The last documented record for this species in the project area was from 1973 with the known location noted as "Irondequoit Bay" (NYSDEC ERM). Based on the age of this record and that the preferred habitat for this species (*i.e.*, forested) is not present at the proposed project location, no significant adverse impacts to this species are anticipated.

**EAF SECTION 10 - IMPACT ON HISTORIC OR ARCHAEOLOGICAL RESOURCES (ITEM B)**

The proposed project area is located within an area designated as archeologically sensitive on the New York State Historic Preservation Office (SHPO) archaeological site inventory. The majority of this area was previously excavated and graded for the construction of IBSMP. As such, significant impacts to historical and archeological resources are not anticipated.

However, the Town will consult with SHPO. Should any cultural and resource investigations be required by SHPO, these investigations will be conducted prior to construction.

**EAF SECTION 11 - IMPACT ON OPEN SPACE AND RECREATION (ITEM E) AND EAF SECTION 18 – CONSISTENCY WITH COMMUNITY CHARACTER (ITEM D)**

The transient docks are a feature requested by the general public and is anticipated to generate additional commercial/restaurant business for the immediate area. The transient dock will be installed west of the two existing channel markers which are in place to guide mariners through the channel. The transient dock will be configured to minimize potential impacts on channel traffic (*e.g.*, docking legs extend to the west only).

Project:

Date:

**Full Environmental Assessment Form**  
**Part 3 - Evaluation of the Magnitude and Importance of Project Impacts**  
**and**  
**Determination of Significance**

Part 3 provides the reasons in support of the determination of significance. The lead agency must complete Part 3 for every question in Part 2 where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.

Based on the analysis in Part 3, the lead agency must decide whether to require an environmental impact statement to further assess the proposed action or whether available information is sufficient for the lead agency to conclude that the proposed action will not have a significant adverse environmental impact. By completing the certification on the next page, the lead agency can complete its determination of significance.

**Reasons Supporting This Determination:**

To complete this section:

- Identify the impact based on the Part 2 responses and describe its magnitude. Magnitude considers factors such as severity, size or extent of an impact.
- Assess the importance of the impact. Importance relates to the geographic scope, duration, probability of the impact occurring, number of people affected by the impact and any additional environmental consequences if the impact were to occur.
- The assessment should take into consideration any design element or project changes.
- Repeat this process for each Part 2 question where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.
- Provide the reason(s) why the impact may, or will not, result in a significant adverse environmental impact
- For Conditional Negative Declarations identify the specific condition(s) imposed that will modify the proposed action so that no significant adverse environmental impacts will result.
- Attach additional sheets, as needed.

Please see attached.

**Determination of Significance - Type 1 and Unlisted Actions**

SEQR Status:       Type 1                       Unlisted

Identify portions of EAF completed for this Project:  Part 1       Part 2       Part 3

Upon review of the information recorded on this EAF, as noted, plus this additional support information

and considering both the magnitude and importance of each identified potential impact, it is the conclusion of the  
Town of Irondequoit \_\_\_\_\_ as lead agency that:

A. This project will result in no significant adverse impacts on the environment, and, therefore, an environmental impact statement need not be prepared. Accordingly, this negative declaration is issued.

B. Although this project could have a significant adverse impact on the environment, that impact will be avoided or substantially mitigated because of the following conditions which will be required by the lead agency:

There will, therefore, be no significant adverse impacts from the project as conditioned, and, therefore, this conditioned negative declaration is issued. A conditioned negative declaration may be used only for UNLISTED actions (see 6 NYCRR 617.7(d)).

C. This Project may result in one or more significant adverse impacts on the environment, and an environmental impact statement must be prepared to further assess the impact(s) and possible mitigation and to explore alternatives to avoid or reduce those impacts. Accordingly, this positive declaration is issued.

Name of Action: REDI Projects Irondequoit Bay State Marine Park (IBSMP) and Culver Road Storm Sewer (SS) Improvements

Name of Lead Agency: Town of Irondequoit

Name of Responsible Officer in Lead Agency:

Title of Responsible Officer:

Signature of Responsible Officer in Lead Agency:

Date:

Signature of Preparer (if different from Responsible Officer)

Date:

**For Further Information:**

Contact Person: Robert W. Kiley, Commissioner of Public Works / Superintendent of Highways

Address: 2629 East Ridge Road, Rochester, NY 14622

Telephone Number: 585-336-6033

E-mail: rkiley@irondequoit.org

**For Type 1 Actions and Conditioned Negative Declarations, a copy of this Notice is sent to:**

Chief Executive Officer of the political subdivision in which the action will be principally located (e.g., Town / City / Village of)

Other involved agencies (if any)

Applicant (if any)

Environmental Notice Bulletin: <http://www.dec.ny.gov/enb/enb.html>

**PRINT FULL FORM**

**PART 3 EAF – SUPPORTING DOCUMENTATION**

As indicated in the Part 2 EAF prepared for the Town of Irondequoit’s Irondequoit Bay State Marine Park (IBSMP) and Culver Road Storm Sewer (SS) Improvements Project, the following moderate to large surface water impacts were identified and are described further below.

- *Project will involve dredging of more than 100 cubic yards of material from Irondequoit Bay.*
- *Project will involve construction within a NYS freshwater wetland and in the bed or banks Irondequoit Bay.*
- *Project may create turbidity in Irondequoit Bay, either from upland erosion, runoff or by disturbing bottom sediments.*
- *Project may affect the water quality of Irondequoit Bay*

Construction activities associated with the project may result in temporary surface water impacts from stormwater runoff. However, standard construction industry stabilization practices will be implemented to minimize potential short-term impacts. As previously described, it is anticipated that coverage under the General Permit will be required. Therefore, a SWPPP (and E&SC Plan) will also be prepared and implemented in accordance with the General Permit as well as New York State guidance documents. Preparation and implementation of the SWPPP will include stormwater management practices and components to control the post-construction rate and quality of runoff, as well as measures to minimize sedimentation within Irondequoit Bay during construction of the outfall.

Work will occur within and adjacent to Federal and State regulated waterbodies. The Town will submit a Joint Application for Permit (or Nationwide Permit Preconstruction Notification, PCN) to the USACE to obtain authorization under Section 404 of the Clean Water Act and Section 10 of the Rivers and Harbors Act (Joint Application). The Joint Application for Permit will also be submitted to the NYSDEC to obtain authorization under Article 15 and Article 24 of the Environmental Conservation Law (Protection of Waters, 6 NYCRR 608 and Freshwater Wetlands, 6 NYCRR 663, respectively), and Section 401 of the Clean Water Act (401 Water Quality Certification), as well as Article 34 (Coastal Erosion Management Permit), if applicable.

It should also be noted that New York State (NYS) will be conducting a dredging program in 2021 under the Resiliency and Economic Development Initiative (REDI) as Phase II of a dredging program which was originally initiated in 2014. Through this program, NYS and their contractors will be dredging the Irondequoit Bay Outlet Channel. The mean water level is approximately 245 feet and the low water level is approximately 242 feet. As part of the dredging program, NYS intends to dredge the zone at the proposed transient docks and south of the existing boat launch to a depth of ± 8 feet below mean water level to allow for safe access of boats from the boat launch to the Outlet Channel.

NYS will obtain (or modify previously issued) applicable federal and state permits for the dredging project. Measures to minimize sedimentation within the Irondequoit Bay during dredging will be implemented by NYS.

It is anticipated that the transient docks will be installed by the Town upon completion of NYS’s dredging program.

Adherence to the conditions of the permits described above and implementation of the SWPPP (and E&SC Plan) to be developed for the project, are anticipated to eliminate potential significant adverse impacts related to stormwater and surface waters.

# National Flood Hazard Layer FIRMette



43°14'17.20"N



## Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Area of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile. Zone B
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes. Zone X
		Area with Flood Risk due to Levee. Zone D
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard Zone X
		Effective LOMRs
GENERAL STRUCTURES		Area of Undetermined Flood Hazard Zone
		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
OTHER FEATURES		20.2 Cross Sections with 1% Annual Chance Water Surface Elevation
		17.5 Cross Sections with 1% Annual Chance Water Surface Elevation
		Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
		Coastal Transect Baseline
		Profile Baseline
		Hydrographic Feature
MAP PANELS		Digital Data Available
		No Digital Data Available
		Unmapped

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 12/23/2019 at 5:07:28 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

USGS The National Map: Orthoimagery. Data refreshed April, 2019.



43°13'50.98"N

77°31'52.39"W

**EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD ADOPTING  
A RESOLUTION APPOINTING TOWN BOARD AS LEAD AGENCY FOR THE  
BAY SHORE SEWER DISTRICT EXTENSION PROJECT**

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 May 19, 2020 at 7:00 pm; 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 severely increased high-water level of Lake Ontario in the last few years New York State has formed the Lake Ontario Resiliency and Economic Development Initiates (REDI) and allocated funding to increase the resilience of several projects; and

**WHEREAS**, one of these projects is to extend the Consolidated Sewer District to include portions of Bay Shore Blvd to several homes which currently depend on septic systems which have known to fail or become submerged during times of high lake levels; and

**WHEREAS**, the installation of sewer service to these homes will improve their resiliency through the installation of approximately 2,000 linear feet of sewer line and approximately 3,000 linear feet of laterals along portions of Bay Shore Blvd (the “Project”); and

**WHEREAS**, the extension of the Consolidated Sewer District will be in accordance with Town Law Article 12 or Town Law Article 12A; and

**WHEREAS**, the Project is classified as an Unlisted Action pursuant to 6 NYCRR § 617.2 (a1); and

**WHEREAS**, pursuant to Resolution 2020-111 the Town Board declared its intent to serve as Lead Agency for a coordinated review and provided notice to all involved agencies as required under 6 NYCRR § 617.6(b); and

**WHEREAS**, the Environmental Assessment Form Part 1 was sent to the involved agencies, and the town has received confirmation back from said agencies that it concurs with the designation of the Town of Irondequoit as lead agency for the referenced action.

**NOW THEREFORE BE IT RESOLVED**, that the Town Board hereby declares itself to be Lead Agency for the purposes of the State Environmental Quality Review Act.

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	_____

Project:

Date:

## *Short Environmental Assessment Form*

### *Part 2 - Impact Assessment*

**Part 2 is to be completed by the Lead Agency.**

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept “Have my responses been reasonable considering the scale and context of the proposed action?”

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:		
a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Project:

Date:

### *Short Environmental Assessment Form Part 3 Determination of Significance*

For every question in Part 2 that was answered “moderate to large impact may occur”, or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

See attached narrative.

Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.

Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

Town of Irondequoit Town Board	
Name of Lead Agency	Date
Robert Kiley	Commissioner of Public Works
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

## Bay Shore Boulevard Sewer District Extension

### Part 3 Narrative

The Irondequoit Town Board thoroughly analyzed the proposed Bay Shore Boulevard Sewer District Extension Project (“the Project”) and its environmental setting, utilizing the criteria specified in 6 NYCRR § 617.7. The Town Board examined Part 1 of the Short Environmental Assessment Form (“EAF”) prepared for the Project and retained environmental professionals to review available information regarding potential impacts from the Project. The Town Board also completed Part 2 of the EAF, which identified only small impacts. No moderate to large impacts were identified.

Part 1 of the EAF was circulated to Involved and/or Interested Agencies to indicate the intent of the Town Board of the Town of Irondequoit to serve as Lead Agency for the project under SEQR. No objections to the Town Board serving as Lead Agency were received.

Based on a review of the information contained in the EAF, the Town Board’s knowledge of the proposed project area, and such further investigation of the Project and its potential environmental impact as the Board deemed appropriate – the Board determines that the proposed Project will not have any significant adverse impacts on the environment. The Board provides the information below in support of its determination.

There will be no significant adverse impacts resulting in increased erosion, flooding, or drainage problems. Proper sediment and erosion control measures will be employed throughout the project to assure there is no migration of materials into the storm sewer network. The use of silt fencing, check dams and other measures needed will be installed per the NYSDEC Standards and Specifications for Erosion and Sediment Control (Blue Book). Furthermore, to the maximum extent practicable the use of trenchless technology will be incorporated into the design of the project.

There will be no significant adverse environmental impacts to public wastewater treatment facilities. The proposed low pressure sanitary sewer system will convey wastewater from the affected residences along Bay Shore Boulevard to the nearby Bay Village Pump Station located just south of the project area. This Pump Station is being upgraded to accept the additional future flows. These discharges will ultimately be conveyed to the Monroe County Pure Waters collection system. As such, no adverse environmental impact on the existing wastewater system is anticipated as a result of the proposed project. Instead, the overall impact will be positive, as the installation of municipal sewer line will diminish the risk of untreated wastewater flowing directly into Irondequoit Bay.

The Bald Eagle, a state-listed threatened species, was flagged within the vicinity of the project area. Consultation with NYSDEC is currently ongoing to determine potential impacts to this species that may result from project construction, if any, and to identify potential mitigation measures. As the project primarily involves installation of below-ground utilities, no significant impacts are anticipated and the benefits to water quality within Irondequoit Bay should have positive impacts on bald eagle habitat and food supply. As such, no significant adverse impacts on species or wildlife habitat have been identified for the project.

Additionally, the State Historic Preservation Office (SHPO) website indicates that the project area is located within an archeologically sensitive area. Consultation with SHPO is ongoing. The Town

anticipates all work will be completed in previously disturbed areas and it will continue to work with SHPO until a determination of no effect is received for the project area. As a result, no significant impacts to archeologically sensitive areas will occur.

Any and all permits including but not limited to NYSDEC SPDES for Construction Stormwater, Article 24 Freshwater Wetlands, Section 401 Water Quality Certification (Joint Application) and well as a BSP-5 Form submitted to the Division of Water will be obtained prior to commencement of work on the project.

**EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD ADOPTING  
A RESOLUTION PURSUANT TO NEW YORK STATE ENVIRONMENTAL  
QUALITY REVIEW ACT REGARDING THE BAY SHORE SEWER DISTRICT  
EXTENSION PROJECT**

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 May 19, 2020 at 7:00 pm; 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 severely increased high-water level of Lake Ontario in the last few years New York State has formed the Lake Ontario Resiliency and Economic Development Initiates (REDI) and allocated funding to increase the resilience of several projects; and

**WHEREAS**, one of these projects is to extend the Consolidated Sewer District to include portions of Bay Shore Blvd to several homes which currently depend on septic systems which have known to fail or become submerged during times of high lake levels; and

**WHEREAS**, the installation of sewer service to these homes will improve their resiliency through the installation of approximately 2,000 linear feet of sewer line and approximately 3,000 linear feet of laterals along portions of Bay Shore Blvd (the “Project”); and

**WHEREAS**, the extension of the Consolidated Sewer District will be in accordance with Town Law Article 12 or Town Law Article 12A; and

**WHEREAS**, pursuant to Resolution 2020-\_\_\_\_\_ the Town Board declared itself as Lead Agency for the purposes of the State Environmental Quality Review Act (“SEQRA”); and

**WHEREAS**, the Project is an Unlisted Action under SEQRA; and

**WHEREAS**, the Town Board has reviewed the scope of the Project and has further received and considered the advice of architects, engineers, and environmental specialists, LaBella Associates, with respect to classification of the action in accordance with SEQRA; and

**WHEREAS**, the Town Board has received and reviewed a Short Environmental Assessment Form (“EAF”) dated [ ] attached hereto and made a part hereof and has considered the potential environmental impacts of the Project pursuant to the requirements of SEQRA and has found that the proposed action will not result in any significant adverse environmental impacts.

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board adopts the Negative Declaration attached hereto and made a part hereof for the Project and determines that no Environmental Impact Statement is required.

**AND, BE IT FURTHER RESOLVED**, that the Town Supervisor shall file the Negative Declaration along with this Resolution with the Town Clerk and all involved agencies, forward these documents to any person who requests a copy, and maintain the EAF and Negative Declaration in a file regularly accessible to the public.

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 APPOINTING TOWN BOARD AS LEAD AGENCY FOR THE  
BAY VILLAGE WASTEWATER PUMP STATION REPLACEMENT REDI  
PROJECT**

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 May 19, 2020 at 7:00 pm; 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 severely increased high-water level of Lake Ontario in the last few years New York State has formed the Lake Ontario Resiliency and Economic Development Initiates (REDI) and allocated funding to increase the resilience of several projects; and

**WHEREAS**, one of these projects is to increase the resiliency of the Bay Village Wastewater Pump Station (“WWPS”) (the “Project”), which is susceptible to inflows of water during periods of high water levels; and

**WHEREAS**, the Project will include connecting approximately 30 homes to the existing sewer system, which would then flow into the existing WWPS, with a new facility in the same area to accommodate the additional sewer lines and increased flow rates. The Project will also include installing a High Density Polyethylene (HDPE) force main to replace and existing asbestos cement force main; and

**WHEREAS**, the Project is classified as an Unlisted Action pursuant to 6 NYCRR § 617.2 (a1); and

**WHEREAS**, pursuant to Resolution 2020-112 the Town Board declared its intent to serve as Lead Agency for a coordinated review and provided notice to all involved agencies as required under 6 NYCRR § 617.6(b); and

**WHEREAS**, the Environmental Assessment Form Part 1 was sent to the involved agencies, and the Town has received confirmation back from said agencies that they concur with the designation of the Town of Irondequoit as lead agency for the referenced action.

**NOW THEREFORE BE IT RESOLVED**, that the Town Board hereby declares itself to be Lead Agency for the purposes of the State Environmental Quality Review Act.

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	_____

Project:

Date:

## *Short Environmental Assessment Form*

### *Part 2 - Impact Assessment*

**Part 2 is to be completed by the Lead Agency.**

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept “Have my responses been reasonable considering the scale and context of the proposed action?”

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:		
a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Project:

Date:

### *Short Environmental Assessment Form Part 3 Determination of Significance*

For every question in Part 2 that was answered “moderate to large impact may occur”, or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

See attached narrative.

Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.

Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

Town of Irondequoit Town Board	
Name of Lead Agency	Date
Robert Kiley	Commissioner of Public Works
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

Bay Village Wastewater Pump Station (WWPS) Replacement  
Part 3 Narrative

The Irondequoit Town Board thoroughly analyzed the proposed Bay Village Wastewater Pump Station (WWPS) Replacement Project (“the Project”) and its environmental setting, utilizing the criteria specified in 6 NYCRR § 617.7. The Town Board examined Part 1 of the Short Environmental Assessment Form (“EAF”) prepared for the Project and retained environmental professionals to review available information regarding potential impacts from the Project. The Town Board also completed Part 2 of the EAF, which identified only small impacts. No moderate to large impacts were identified.

Part 1 of the EAF was circulated to Involved and/or Interested Agencies to indicate the intent of the Town Board of the Town of Irondequoit to serve as Lead Agency for the project under SEQR. No objections to the Town Board serving as Lead Agency were received.

Based on a review of the information contained in the EAF, the Town Board’s knowledge of the proposed project area, and such further investigation of the Project and its potential environmental impact as the Board deemed appropriate – the Board determines that the proposed Project will not have any significant adverse impacts on the environment. The Board provides the information below in support of its determination.

There will be no significant adverse impacts resulting in increased erosion, flooding, or drainage problems. Proper sediment and erosion control measures will be employed throughout the project to assure there is no migration of materials into the storm sewer network. The use of silt fencing, check dams and other measures needed will be installed per the NYSDEC Standards and Specifications for Erosion and Sediment Control (Blue Book).

There will be no significant adverse environmental impacts to public wastewater treatment facilities. The proposed project is being constructed to accommodate additional increased flow from the future low pressure sanitary sewer system to serve the residences along Bay Shore Boulevard. The proposed flows would be combined with the existing Bay Village wastewater and ultimately be conveyed to the Monroe County Pure Waters collection system. As such, no adverse environmental impact on the existing wastewater system is anticipated as a result of the proposed project. Instead, the overall impact will be positive, as the installation of additional sewer lines and replacement of the pump station facility will diminish the risk of untreated wastewater flowing directly into Irondequoit Bay.

Additionally, the State Historic Preservation Office (SHPO) website indicates that the project area is located within an archeologically sensitive area. Consultation with SHPO is ongoing. The Town anticipates all work will be completed in previously disturbed areas and it will continue to work with SHPO until a determination of no effect is received for the project area. As a result, no significant impacts to archeologically sensitive areas will occur.

**EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD ADOPTING  
A RESOLUTION PURSUANT TO NEW YORK STATE ENVIRONMENTAL  
QUALITY REVIEW ACT REGARDING THE BAY VILLAGE WASTEWATER  
PUMP STATION REPLACEMENT REDI PROJECT**

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 May 19, 2020 at 7:00 pm; 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 severely increased high-water level of Lake Ontario in the last few years New York State has formed the Lake Ontario Resiliency and Economic Development Initiates (REDI) and allocated funding to increase the resilience of several projects; and

**WHEREAS**, one of these projects is to increase the resiliency of the Bay Village Wastewater Pump Station (“WWPS”) (the “Project”), which is susceptible to inflows of water during periods of high water levels; and

**WHEREAS**, the Project will include connecting approximately 30 homes to the existing sewer system, which would then flow into the existing WWPS, with a new facility in the same area to accommodate the additional sewer lines and increased flow rates. The Project will also include installing a High Density Polyethylene (HDPE) force main to replace and existing asbestos cement force main; and

**WHEREAS**, pursuant to Resolution 2020-\_\_\_\_\_ the Town Board declared itself as Lead Agency for the purposes of the State Environmental Quality Review Act; and

**WHEREAS**, the Project is an Unlisted Action under SEQRA; and

**WHEREAS**, the Town Board has reviewed the scope of the Project and has further received and considered the advice of architects, engineers, and environmental

specialists, LaBella Associates, with respect to classification of the action in accordance with the State Environmental Quality Review Act (SEQRA); and

**WHEREAS**, the Town Board has received and reviewed a Short Environmental Assessment Form (“EAF”) dated [ ] attached hereto and made a part hereof and has considered the potential environmental impacts of the Project pursuant to the requirements of SEQRA and has found that the proposed action will not result in any significant adverse environmental impacts.

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board adopts the Negative Declaration attached hereto and made a part hereof for the Project and determines that no Environmental Impact Statement is required.

**AND, BE IT FURTHER RESOLVED**, that the Town Supervisor shall file the Negative Declaration along with this Resolution with the Town Clerk and all involved agencies, forward these documents to any person who requests a copy, and maintain the EAF and Negative Declaration in a file regularly accessible to the public.

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 AN INTERMUNICIPAL AGREEMENT WITH COUNTY OF MONROE**

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 19th day of May, 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 (“Town”) and the County of Monroe (“County”) desire to enter into an Intermunicipal Agreement to improve portions of Culver Road storm sewers (the “Project”) near the Irondequoit Bay Marine Park; and

**WHEREAS**, the Town has committed to the design and construction of a separate project located at the Irondequoit Bay Marine Park; and

**WHEREAS**, for efficiency purposes, the Town will bid and oversee the Project on behalf of the County; and

**WHEREAS**, the County will be required to make a 5% local cost match for all expenses related to the County portion of the Project; and

**WHEREAS**, per the terms of the Intermunicipal Agreement attached to this resolution as Schedule A, the Town and the County will share the costs of the Culver Road storm sewer portion of this project; and

**WHEREAS**, the Project is subject to a negative declaration under the State Environmental Review Act (“SEQRA”), which the Town Board considered and approved per Town Board Resolution 2020-\_\_\_\_\_.

**NOW THEREFORE BE IT RESOLVED**, that the Town Board authorizes the Supervisor to enter into an Intermunicipal Agreement for the Project with Monroe County in substantial form as attached hereto as Schedule A.

**AND, BE IT FURTHER RESOLVED**, that the Town Board authorizes the Supervisor to sign any other documents necessary to carry out the Project and/or the terms of the Intermunicipal 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	_____

## Schedule "A"

**Draft 5-11-20**  
**INTERMUNICIPAL AGREEMENT**

THIS AGREEMENT is made as of the last date executed by MONROE COUNTY, a municipal corporation with offices at 39 West Main Street, Town, New York 14614, hereinafter the "County," and the TOWN OF IRONDEQUOIT, a municipal corporation with offices at 1280 Titus Ave, Rochester, NY 14617 hereinafter the "Town."

**WITNESSETH**

WHEREAS, the County and Town recognize that each party separately owns and maintains certain infrastructure in the Town's waterfront area, and that such separately owned infrastructure is interconnected and in many cases functions as a single system to the benefit of the parties and waterfront area visitors, businesses and residents;

WHEREAS, the County and Town plan to reconstruct and improve waterfront infrastructures, located in the Town with grant funding from Governor Cuomo's 2019 Resiliency and Economic Development Initiative ("REDI Grant");

WHEREAS, this Agreement refers to the following projects impacting County-owned infrastructure that have been awarded REDI funding from the State of New York: MO.04 Culver Road Storm Sewers (collectively, the "County-owned REDI Projects");

WHEREAS, the Town-owned projects subject to REDI funding include the MO-01 Irondequoit Bay Marine Park Project (collectively, the "Town Owned REDI Projects;");

WHEREAS, the County-owned REDI Projects and Town-owned REDI Projects shall be bundled for purposes of bidding and contracting and shall be referred to as the "Combined REDI Projects";

WHEREAS, the State of New York has awarded REDI funds to the Town for the County-owned REDI Projects totaling \$500,000 ("State Award for County-owned REDI Projects");

WHEREAS, the County recognizes that it will be required to make a 5% local cost match for all expenses related to the State Award for County-owned REDI Projects;

WHEREAS, the parties desire to enter into this Agreement pursuant to General Municipal Law §119-o to facilitate the payment of the 5% local cost match required and other possible costs for the County-owned REDI Projects;

WHEREAS, the Monroe County Legislature, by Resolution No. 85 of 2020, effective March 20, 2020, authorized the County to enter into this Agreement and the County Executive, or his designee, to execute this Agreement on behalf of the County;

WHEREAS the Town Board by Resolution No. \_\_\_ of 2020, effective \_\_\_\_\_- \_\_, 2020, authorized the Town to enter into this Agreement and the Town Supervisor, or designee, to execute this Agreement;

WHEREAS, the County shall provide written notice to the Town that the Town and its contractors are authorized to enter onto the County's properties, rights-of-way, and easements for the purpose of implementing the County-owned REDI Projects, including but not limited to, survey, construction, restoration, monitoring, and inspection activities;

WHEREAS, the County shall participate in the design and construction of the County-owned REDI Projects; and

WHEREAS, upon satisfactory completion of the County-owned REDI Projects, the County shall own and be responsible for maintaining all County infrastructures impacted by the County-owned REDI Projects;

NOW, THEREFORE, in consideration of the covenants, agreements and conditions hereinafter expressed, the parties mutually agree as follows:

1. The County authorizes the Town and the Town agrees to complete the County-owned REDI Projects in accordance with the approved construction plans that have been reviewed by the Town and the County.
2. The County-owned REDI Projects shall be advertised for bid by the Town and shall be awarded to the lowest responsible bidder in accordance with applicable law. At least five business days prior to the award of the construction contracts, the Town shall calculate the estimated County share and furnish copies of the bid tabulation and the calculation to the County. The Town shall make all payments to the contractors in connection with the County-owned REDI Projects subject to

reimbursement from the County as set forth below.

3. The Town shall comply with all REDI grant requirements.
4. The County shall share with the Town certain costs affecting Combined REDI Projects, such as shared design, right-of-way, utility relocation, construction, and construction supervision, which shall be calculated as follows unless otherwise noted:
  - a. The pro rata share of the design cost shall be based on the percentage calculated by the total bid for County-owned REDI Project items divided by the total bid for Combined REDI Projects (less the common lump sum items, i.e. survey and stakeout, mobilization, Basic Work Zone Traffic Control, engineers office, etc.).
  - b. The construction cost shall be based on the County-owned REDI Project items, including their percentage of the common lump sum items (described in Section 4.a.) applying the percentage determined in Section 4.a.
  - c. The pro rata share of the construction supervision cost shall be based on the percentage calculated by the County-owned REDI Project items (including the common lump sum items) divided by the total final construction cost of Combined REDI Projects.
5. The County's costs for the County-owned REDI Projects, including but not limited to, design, right-of-ways, utility relocation, construction, and construction supervision including those costs described in Section 4 (collectively, "County Project Costs"), shall be calculated and provided as follows:
  - a. A sum equal to 5% of costs of County-owned REDI Projects ("Five Percent County Match"); and
  - b. Any County Project Costs for the County-owned REDI Projects that exceed the sum of the State Award for County-owned REDI Projects ("Excess Construction Costs").
  - c. Excess County Project Costs shall not be incurred by the Town without the prior written approval of the County.
6. The County shall pay the Five Percent County Match to the Town as follows: Eighty percent (80%) at the time of contract award of each of the County-owned REDI Projects and the balance at the conclusion of the County-owned REDI Projects. To the extent that the County authorizes Excess Construction Costs, the County shall pay such Excess Construction Costs at the conclusion of the County-owned REDI Projects.
7. The County shall have the right, but not the obligation, to attend all meetings and inspect all work regarding the County-owned REDI Projects at any time. The Town

shall invite the County and provide reasonable prior notice of all meetings regarding design, construction, cost-estimating, public gatherings, conferences with the State of New York and other events related to the County-owned REDI Projects.

8. Either party may cancel this Agreement prior to the award of the construction contract. In the event the Agreement is canceled, the canceling party shall be liable for any design, pre-construction costs and damages incurred by the other party in connection with the County-owned REDI Projects resulting from such cancellation.
9. The Town hereby covenants and agrees to indemnify, defend and hold harmless the County and its officers, agents and employees from and against any and all claims, liabilities, obligations, damages, losses and expenses, whether contingent or otherwise, including reasonable attorney's fees and costs of defense, incurred by the County as a result of the negligence, omission, breach, fault or intentional misconduct of the Town in the conduct of work under this Agreement.
10. The County hereby covenants and agrees to indemnify, defend and hold harmless the Town and its officers, agents and employees from and against any and all claims, liabilities, obligations, damages, losses and expenses, whether contingent or otherwise, including reasonable attorneys' fees and costs of defense, incurred by the Town as a result of the negligence, omission, breach fault or intentional misconduct of the County in the conduct of work under this Agreement.
11. The Town shall ensure that the County is included as an indemnified party in all contracts executed by the Town involving work on County-owned REDI Projects. The County shall be named as an additional insured on all insurance policies, except professional liability insurance policies, required of contractors involved in the County-owned REDI Projects. The Town shall not execute any contract for work on a County-owned REDI Projects until the County has confirmed in writing that it has reviewed and approved the contract and insurance coverages.
12. Neither party may assign, transfer or dispose of any right or interest in or to this Agreement without the prior written consent of the other party.
13. This Agreement shall be deemed executory only to the extent of monies appropriated for its purposes, and no liability shall be incurred by either party beyond the monies appropriated therefor.
14. In connection with the services to be performed under this Agreement, the County and Town and each of their officers, agents and employees shall comply with all federal, state and local laws, resolutions, ordinances, codes, rules and regulations applicable to the services to be rendered hereunder.
15. This Agreement constitutes the entire agreement between the parties, and supersedes any and all prior proposals, negotiations and agreements, whether written or oral. Any modification or amendment to this Agreement shall be void

unless in a writing executed by the parties hereto.

16. This Agreement shall be governed by and under the laws of the State of New York. In the event that a dispute arises between the parties, venue for the resolution of such dispute shall be the county of Monroe, New York.
17. The County and Town agree that in carrying out its activities under the terms of the Agreement that they shall not discriminate against any person due to such person's age, marital status, disability, genetic predisposition or carrier status, race, color, creed, sexual orientation, sex or national origin, and that at all times they will abide by the applicable provisions of the Human Rights Law of the State of New York as set forth in Section 290-301 of the Executive Law of the State of New York.
18. No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.
19. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute a single, fully executed Agreement

**MONROE COUNTY**

BY: \_\_\_\_\_  
Adam J. Bello  
County Executive

**TOWN OF IRONDEQUOIT**

BY: \_\_\_\_\_  
David Seeley  
Town Supervisor

State of New York)  
County of Monroe) ss:

On the \_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared **Adam J. Bello**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

State of New York)  
County of Monroe) ss:

On the \_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared **David Seeley**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

**EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION  
AUTHORIZING THE SUPERVISOR TO ENTER INTO VARIOUS CONTRACTS WITH  
VENDORS FOR YOUTH, FAMILY, AND SENIOR RECREATIONAL PROGRAMMING FOR  
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 19<sup>th</sup> day of May 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 many different vendors providing Youth, Family, and Senior recreational programs in 2020; and

**WHEREAS**, the Youth and Family programs are paid for with fees received from participants; and

**WHEREAS**, the Senior programs are paid for with a combination of grant money and fees received from participants; and

**WHEREAS**, the Town of Irondequoit seeks to contract for Youth, Family, and Senior recreational programming services with the vendors pursuant to Addendum A, which is attached hereto and made a part hereof; and

**WHEREAS**, the vendors listed in Addendum A have “beginning dates” upon which they are scheduled to begin providing Youth, Family, and Senior recreational programming services (the “Beginning Dates”), but such Beginning Dates may need to be changed in light of the ongoing COVID-19 public health emergency; and

**WHEREAS**, because the Beginning Dates for certain programs may be adjusted because of the COVID-19 public health emergency, the length of those programs may be altered, and as a result the vendors’ pay must be adjusted by a corresponding amount (the “Pay Adjustments”).

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board authorizes the Supervisor to enter into contracts with the various vendors in Addendum A in such form as approved by the Attorney for the Town, and further authorizes the Supervisor to modify the scheduled Beginning Dates of vendors and make the Pay Adjustments, as may be needed as a result of the ongoing COVID-19 public health emergency.

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	_____

**ADDENDUM "A"**  
**Youth and Family Recreational Program Instructor Payouts - Summer 2020**

Name	Activity	Description	Beg Date	End Date	Time Period	Program Rate (Per Head)	Instructor Rate (Per Head)	Amount to Recreation (Per Head)
Elizabeth Bauld	3516-A	Storybook Cooks: Strega Nona	7/21/2020	7/21/2020	10:45am - 11:45am	\$16.00	\$12.00	\$4.00
Storybook Cooks	3516-B	Storybook Cooks:Teddy Bear Picnic	8/7/2020	8/7/2020	10:45am - 11:45am	\$16.00	\$12.00	\$4.00
	3516-C	Storybook Cooks: Rainbow Fish	8/11/2020	8/11/2020	10:45am - 11:45am	\$16.00	\$12.00	\$4.00
	3803-A	SBC Camp: Charlie & the Chocolate Factory	7/8/2020	7/10/2020	6:00pm - 7:00pm	\$48.00	\$36.00	\$12.00
	3804-A	Storybook Cooks Tweens Camp: IRON CHEF	8/12/2020	8/14/2020	6:00pm - 8:00pm	\$62.00	\$48.00	\$14.00
Name	Activity	Description	Beg Date	End Date	Time Period	Program Rate (Per Head)	Instructor Rate (Per Head)	Amount to Recreation (Per Head)
Rich Black	3806-A	How Cool Is That? Jr. Engineering For Kids	8/17/2020	8/21/2020	9:00am - 12:00pm	\$195.00	\$167.00	\$28.00
	3807-A	Forensic Science & CSI For Kids	8/17/2020	8/21/2020	1:00pm - 4:00pm	\$195.00	\$167.00	\$28.00
Name	Activity	Description	Beg Date	End Date	Time Period	Program Rate (Per Head)	Instructor Rate (Per Head)	Amount to Recreation (Per Head)
Stephen Brickler	3852-A	Boys Soccer Camp	7/27/2020	7/30/2020	9:00am - 10:30am	\$63.00	\$51.00	\$12.00
Name	Activity	Description	Beg Date	End Date	Time Period	Program Rate (Per Head)	Instructor Rate (Per Head)	Amount to Recreation (Per Head)
Jennifer Colombo	3526-A	Music&Movement w/Ms Jennifer	7/9/2020	7/30/2020	9:45am - 10:30am	\$44.00	\$34.00	\$10.00
	3526-B	Music&Movement w/Ms Jennifer	7/9/2020	7/30/2020	5:45pm - 6:30pm	\$44.00	\$34.00	\$10.00
	3526-C	Music&Movement w/Ms Jennifer	8/6/2020	8/27/2020	9:45am - 10:30am	\$44.00	\$34.00	\$10.00
	3526-D	Music&Movement w/Ms Jennifer	8/6/2020	8/27/2020	5:45pm - 6:30pm	\$44.00	\$34.00	\$10.00
	3527-A	Outdoor Fun with Miss Jennifer!	7/28/2020	7/28/2020	10:30am - 11:30am	\$7.00	\$5.00	\$2.00
Name	Activity	Description	Beg Date	End Date	Time Period	Program Rate (Per Head)	Instructor Rate (Per Head)	Amount to Recreation (Per Head)
Randy Crudup	3239-A	Tiny Panthers Karate	6/2/2020	6/23/2020	5:30pm - 6:00pm	\$30.00	\$21.00	\$9.00
	3239-B	Tiny Panthers Karate	7/7/2020	7/28/2020	5:30pm - 6:00pm	\$30.00	\$21.00	\$9.00
	3239-C	Tiny Panthers Karate	8/4/2020	8/25/2020	5:30pm - 6:00pm	\$30.00	\$21.00	\$9.00
	3240-A	Panthers: Kids Karate	6/2/2020	6/23/2020	6:00pm - 6:45pm	\$30.00	\$21.00	\$9.00
	3240-B	Panthers: Kids Karate	7/7/2020	7/28/2020	6:00pm - 6:45pm	\$30.00	\$21.00	\$9.00
	3240-C	Panthers: Kids Karate	8/4/2020	8/25/2020	6:00pm - 6:45pm	\$30.00	\$21.00	\$9.00
Name	Activity	Description	Beg Date	End Date	Time Period	Program Rate (Per Head)	Instructor Rate (Per Head)	Amount to Recreation (Per Head)
Shelancia Daniel	3800-A	Nailed It: Challenge Camp	7/13/2020	7/17/2020	10:00am - 2:00pm	\$210.00	\$200.00	\$10.00
The Creativity Shell	3801-A	Under the Sea Quilt Camp	7/20/2020	7/24/2020	10:00am - 2:00pm	\$210.00	\$200.00	\$10.00
	3802-A	Interior Design Camp	7/27/2020	7/31/2020	10:00am - 2:00pm	\$210.00	\$200.00	\$10.00
Name	Activity	Description	Beg Date	End Date	Time Period	Program Rate (Per Head)	Instructor Rate (Per Head)	Amount to Recreation (Per Head)
Cory Lancer	3820-A	Girls Basketball Camp Gr 3-5	7/27/2020	7/30/2020	8:00am - 11:00am	\$55.00	\$40.00	\$15.00
	3820-B	Girls Basketball Camp Gr 6-8	7/27/2020	7/30/2020	12:00pm - 3:00pm	\$55.00	\$40.00	\$15.00
Name	Activity	Description	Beg Date	End Date	Time Period	Program Rate (Per Head)	Instructor Rate (Per Head)	Amount to Recreation (Per Head)
Cyndi Lovejoy	3202-A	Girl Power Cheer Squad	8/3/2020	8/24/2020	7:20pm - 8:05pm	\$40.00	\$32.00	\$8.00
	3205-A	Camp Fit: Obstacles & Games	7/7/2020	7/28/2020	5:30pm - 6:15pm	\$40.00	\$30.00	\$10.00
	3205-B	Camp Fit: Obstacles & Games	8/4/2020	8/18/2020	5:30pm - 6:15pm	\$31.00	\$22.50	\$8.50
	3206-A	Camp Fit: Mini Ninja Warrior (4 wks)	7/7/2020	7/28/2020	6:30pm - 7:15pm	\$40.00	\$30.00	\$10.00
	3206-B	Camp Fit: Mini Ninja Warrior (3 wks)	8/4/2020	8/18/2020	6:30pm - 7:15pm	\$31.00	\$22.50	\$8.50
	3208-A	Basic Ballet - Fairies & Flowers	7/9/2020	7/30/2020	6:10pm - 6:55pm	\$42.00	\$32.00	\$10.00
	3208-B	Basic Ballet - A Frozen Adventure	8/6/2020	8/20/2020	6:10pm - 6:55pm	\$32.00	\$24.00	\$8.00
	3212-A	Jazz It Up	7/9/2020	7/30/2020	7:00pm - 7:45pm	\$42.00	\$32.00	\$10.00
	3212-B	Jazz It Up	8/6/2020	8/20/2020	7:00pm - 7:45pm	\$32.00	\$24.00	\$8.00
	3213-A	Intro to Dance and Movement (4 wks)	7/8/2020	7/29/2020	5:30pm - 6:00pm	\$42.00	\$32.00	\$10.00
	3213-B	Intro to Dance and Movement (3 wks)	8/5/2020	8/19/2020	5:30pm - 6:00pm	\$32.00	\$24.00	\$8.00
	3215-A	Tiny Tunes Music & Movement (4 wks)	7/10/2020	7/31/2020	9:30am - 10:15am	\$40.00	\$30.00	\$10.00
	3215-B	Tiny Tunes Music & Movement (4 wks)	8/7/2020	8/21/2020	9:30am - 10:15am	\$31.00	\$22.50	\$8.50
	3216-A	Tumble Tots 18 mos-3 yrs	7/6/2020	7/27/2020	10:00am - 10:45am	\$39.00	\$30.00	\$9.00
	3216-B	Tumble Tots 4-6 yrs	7/6/2020	7/27/2020	10:55am - 11:40am	\$39.00	\$30.00	\$9.00
	3216-C	Tumble Tots 18 mos-3 yrs	7/6/2020	7/27/2020	5:30pm - 6:15pm	\$39.00	\$30.00	\$9.00
	3216-D	Tumble Tots 4-6 yrs	7/6/2020	7/27/2020	6:25pm - 7:10pm	\$39.00	\$30.00	\$9.00
	3216-E	Tumble Tots 18 mos-3 yrs	8/3/2020	8/17/2020	10:00am - 10:45am	\$31.00	\$22.50	\$8.50
	3216-F	Tumble Tots 4-6 yrs	8/3/2020	8/17/2020	10:55am - 11:40am	\$31.00	\$22.50	\$8.50
	3216-G	Tumble Tots 18 mos-3 yrs	8/3/2020	8/17/2020	5:30pm - 6:15pm	\$31.00	\$22.50	\$8.50
	3216-H	Tumble Tots 4-6 yrs	8/3/2020	8/17/2020	6:25pm - 7:10pm	\$31.00	\$22.50	\$8.50
	3218-A	Funtastic Fitness and Games (4 wks)	7/6/2020	7/27/2020	7:15pm - 8:00pm	\$40.00	\$30.00	\$10.00
	3218-B	Funtastic Fitness and Games (3 wks)	8/3/2020	8/17/2020	7:15pm - 8:00pm	\$31.00	\$22.50	\$8.50
	3226-A	Intro to Hip Hop	7/8/2020	7/29/2020	7:00pm - 7:45pm	\$42.00	\$32.00	\$10.00
	3226-B	Intro to Hip Hop	8/5/2020	8/19/2020	7:00pm - 7:45pm	\$32.00	\$24.00	\$8.00
	3861-A	Cheer Camp	7/27/2020	7/31/2020	1:00pm - 3:00pm	\$69.00	\$55.00	\$14.00

Name	Activity	Description	Beg Date	End Date	Time Period	Program Rate (Per Head)	Instructor Rate (Per Head)	Amount to Recreation (Per Head)
Collavani McLeod	3318-A	Kids Polymer Clay Class	7/29/2020	7/29/2020	11:00am - 12:30pm	\$30.00	\$25.00	\$5.00
Coloring on Canvas	3318-B	Kids Polymer Clay Class	8/19/2020	8/19/2020	11:00am - 12:30pm	\$30.00	\$25.00	\$5.00
	3319-A	Jewelry Designing	7/28/2020	7/28/2020	12:00pm - 1:30pm	\$30.00	\$25.00	\$5.00
	3319-B	Jewelry Designing	8/11/2020	8/11/2020	12:00pm - 1:30pm	\$30.00	\$25.00	\$5.00
	3323-A	Let's Get Anime-Ted	7/13/2020	7/27/2020	5:45pm - 6:45pm	\$65.00	\$60.00	\$5.00
	3324-A	Color on Canvas!	7/15/2020	7/15/2020	5:30pm - 7:00pm	\$20.00	\$15.00	\$5.00
	3324-B	Color on Canvas!	8/12/2020	8/12/2020	12:00pm - 1:30pm	\$20.00	\$15.00	\$5.00
	3325-A	Enchanted Wonderland Pixie Oasis	7/18/2020	7/18/2020	11:00am - 12:30pm	\$40.00	\$35.00	\$5.00
	3325-B	Enchanted Wonderland Pixie Oasis	8/15/2020	8/15/2020	11:00am - 12:30pm	\$40.00	\$35.00	\$5.00
Name	Activity	Description	Beg Date	End Date	Time Period	Program Rate (Per Head)	Instructor Rate (Per Head)	Amount to Recreation (Per Head)
Marc Mandell	3220-A	Little Kickers Soccer 3-4 yrs.	7/14/2020	8/11/2020	5:30pm - 6:00pm	\$46.00	\$33.00	\$13.00
Icon Production LLC	3220-B	Little Kickers Soccer 5-6 yrs.	7/14/2020	8/11/2020	6:15pm - 7:00pm	\$52.00	\$37.00	\$15.00
	3220-C	Little Kickers Soccer 7-9 yrs.	7/14/2020	8/11/2020	7:15pm - 8:00pm	\$52.00	\$37.00	\$15.00
Name	Activity	Description	Beg Date	End Date	Time Period	Program Rate (Per Head)	Instructor Rate (Per Head)	Amount to Recreation (Per Head)
Kate Muratore	3854-A	Pee Wee Soccer Camp 3-4 yrs.	7/13/2020	7/17/2020	9:30am - 10:15am	\$58.00	\$45.00	\$13.00
Matt Muratore	3854-B	Pee Wee Soccer Camp 5-7 yrs.	7/13/2020	7/17/2020	9:30am - 10:15am	\$58.00	\$45.00	\$13.00
Name	Activity	Description	Beg Date	End Date	Time Period	Program Rate (Per Head)	Instructor Rate (Per Head)	Amount to Recreation (Per Head)
Andy Paris	3819-A	Tiny Tikes Basketball Camp	7/20/2020	7/24/2020	10:45am - 11:45am	\$55.00	\$40.00	\$15.00
	3819-B	Tiny Tikes Basketball Camp	8/10/2020	8/14/2020	10:45am - 11:45am	\$55.00	\$40.00	\$15.00
Name	Activity	Description	Beg Date	End Date	Time Period	Program Rate (Per Head)	Instructor Rate (Per Head)	Amount to Recreation (Per Head)
Samir Patel	3808-A	Villains Are Cool Too (AM Session)	7/13/2020	7/17/2020	9:00am - 12:00pm	\$149.00	\$139.00	\$10.00
Snapology of Pittsford	3808-B	Supervillain Attackbots Robotics! (PM Session)	7/13/2020	7/17/2020	1:00pm - 4:00pm	\$149.00	\$139.00	\$10.00
	3808-C	Villains Are Cool Too /Supervillain Attackbot Robotics (Both AM/PM Sessions)	7/13/2020	7/17/2020	9:00am - 4:00pm	\$250.00	\$240.00	\$10.00
	3809-A	Drone Commander (AM Session)	7/20/2020	7/24/2020	9:00am - 12:00pm	\$149.00	\$139.00	\$10.00
	3809-B	Video Game Design (PM Session)	7/20/2020	7/24/2020	1:00pm - 4:00pm	\$149.00	\$139.00	\$10.00
	3809-C	Drone Commander/Video Game Design(Both AM/PM Sessions)	7/20/2020	7/24/2020	9:00am - 4:00pm	\$250.00	\$240.00	\$10.00
	3810-A	Crafting Design Lab (AM Session)	8/17/2020	8/21/2020	9:00am - 12:00pm	\$149.00	\$139.00	\$10.00
	3810-B	Awesome Engineering (PM Session)	8/17/2020	8/21/2020	1:00pm - 4:00pm	\$149.00	\$139.00	\$10.00
	3810-C	Crafting Design Lab /Awesome Engineering(Both AM/PM Session)	8/17/2020	8/21/2020	9:00am - 4:00pm	\$250.00	\$240.00	\$10.00
	3811-A	Awesome Robotics (AM Session)	8/24/2020	8/28/2020	9:00am - 12:00pm	\$149.00	\$139.00	\$10.00
	3811-B	Movie Favorites (PM Session)	8/24/2020	8/28/2020	1:00pm - 4:00pm	\$149.00	\$139.00	\$10.00
	3811-C	Awesome Robotics/Movie Favorites(Both AM/PM Session)	8/24/2020	8/28/2020	9:00am - 4:00pm	\$250.00	\$240.00	\$10.00
Name	Activity	Description	Beg Date	End Date	Time Period	Program Rate (Per Head)	Instructor Rate (Per Head)	Amount to Recreation (Per Head)
David Puls	3317-A	Make Your Own Cartoons	7/13/2020	7/17/2020	10:00am - 11:30am	\$46.00	\$35.00	\$11.00
Name	Activity	Description	Beg Date	End Date	Time Period	Program Rate (Per Head)	Instructor Rate (Per Head)	Amount to Recreation (Per Head)
Bruce Rehbach	3850-A	QuickStart Tennis Camp	7/6/2020	7/9/2020	9:00am - 9:45am	\$55.00	\$38.00	\$17.00
	3850-B	QuickStart Tennis Camp	7/20/2020	7/23/2020	9:00am - 9:45am	\$55.00	\$38.00	\$17.00
	3851-A	Tennis Camp Beg. & Adv. Beg.	7/6/2020	7/9/2020	10:00am - 11:30am	\$65.00	\$48.00	\$17.00
	3851-B	Tennis Camp Int. & Adv.	7/6/2020	7/9/2020	11:30am - 1:00pm	\$65.00	\$48.00	\$17.00
	3851-C	Tennis Camp Beg. & Adv. Beg.	7/20/2020	7/23/2020	10:00am - 11:30am	\$65.00	\$48.00	\$17.00
	3851-D	Tennis Camp Int. & Adv.	7/20/2020	7/23/2020	11:30am - 1:00pm	\$65.00	\$48.00	\$17.00
Name	Activity	Description	Beg Date	End Date	Time Period	Program Rate (Per Head)	Instructor Rate (Per Head)	Amount to Recreation (Per Head)
Rochester Fencing Club	3742-A	Youth Olympic Fencing	6/24/2020	7/15/2020	5:00pm - 6:00pm	\$89.00	\$68.80	\$20.20
	3742-B	Youth Olympic Fencing	8/8/2020	8/29/2020	10:00am - 11:00am	\$89.00	\$68.80	\$20.20
	3743-A	Fit Kids Fencing	7/6/2020	7/27/2020	5:00pm - 5:45pm	\$52.00	\$39.20	\$12.80
	3743-B	Fit Kids Fencing	7/11/2020	8/1/2020	9:00am - 9:45am	\$52.00	\$39.20	\$12.80
	3812-A	Youth Olympic Fencing Camp	8/24/2020	8/28/2020	10:00am - 12:00pm	\$145.00	\$101.50	\$43.50
Name	Activity	Description	Beg Date	End Date	Time Period	Program Rate (Per Head)	Instructor Rate (Per Head)	Amount to Recreation (Per Head)
Daniel Roser	3821-A	Boys Basketball Camp with Dan Roser Gr. 3-5	7/13/2020	7/16/2020	8:00am - 11:00am	\$65.00	\$50.00	\$15.00
	3821-B	Boys Basketball Camp with Dan Roser Gr. 6-8	7/13/2020	7/16/2020	12:00pm - 3:00pm	\$65.00	\$50.00	\$15.00
	3822-A	Boys Basketball Shooting Clinic with Dan Roser Gr. 3-8	7/20/2020	7/23/2020	8:00am - 9:30am	\$55.00	\$40.00	\$15.00
	3822-B	Boys Basketball Shooting Clinic with Dan Roser Gr. 3-8	7/20/2020	7/23/2020	9:30am - 11:00am	\$55.00	\$40.00	\$15.00

Name	Activity	Description	Beg Date	End Date	Time Period	Program Rate (Per Head)	Instructor Rate (Per Head)	Amount to Recreation (Per Head)
ToddStahl	3805-A	Summer Art Spectacular!	7/27/2020	7/31/2020	10:00am - 12:00pm	\$85.00	\$65.00	\$15.00

**Senior Recreational Program Instructor Payouts - Summer 2020**

Name	Activity	Description	Beg Date	End Date	Time Period	Program Rate ( Per Head Unless Noted)	Instructor Rate (Per Head Unless Noted)	Amount to Recreation (Per Head Unless Noted)
Beverly Heberger		Silver Sneakers Classic			Tuesdays/Thursdays	\$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 ( Per Head Unless Noted)	Instructor Rate (Per Head Unless Noted)	Amount to Recreation (Per Head Unless Noted)
Carol Lang	5302-A	Fitness Yoga I	6/9/2020	8/25/2020	8:00am - 9:00am	\$55.00	\$44.00	\$11.00
	5302-B	Fitness Yoga I	6/11/2020	8/27/2020	8:00am - 9:00am	\$55.00	\$44.00	\$11.00
		Fitness Yoga I Discount (2 days/wk)				\$95/Per Head (2 days/wk)	\$76/Per Head (2 days/wk)	\$19/Per Head (2 days/wk)
	5303-A	Fitness Yoga II	6/9/2020	8/25/2020	5:30pm - 6:30pm	\$85.00	\$68.00	\$17.00
	5307-A	Motion Promotion	6/9/2020	8/25/2020	10:10am - 11:10am	\$50.00	\$40.00	\$10.00
	5307-B	Motion Promotion	6/11/2020	8/27/2020	10:10am - 11:10am	\$50.00	\$40.00	\$10.00
		Motion PromotionDiscount(2 days/wk)				\$65/Per Head (2 days/wk)	\$52/Per Head (2 days/wk)	\$13/Per Head (2 days/wk)
	5310-A	Cardio with Carol	6/12/2020	8/28/2020	8:30am - 9:30am	\$65.00	\$52.00	\$13.00
Name	Activity	Description	Beg Date	End Date	Time Period	Program Rate ( Per Head Unless Noted)	Instructor Rate (Per Head Unless Noted)	Amount to Recreation (Per Head Unless Noted)
Collavani McLeod	5058-A	Inky Exploration	7/14/2020	7/14/2020	5:00PM - 6:00PM	\$35.00	\$30.00	\$5.00
Name	Activity	Description	Beg Date	End Date	Time Period	Program Rate ( Per Head Unless Noted)	Instructor Rate (Per Head Unless Noted)	Amount to Recreation (Per Head Unless Noted)
Sarah Otis	5404-A	Tai Chi	8/31/2020	10/28/2020	10:00am - 11:00am	\$20.00	\$15.00	\$5.00
	5324-A	Matter of Balance	7/7/2020	8/25/2020	10:00am - 12:00pm	\$20.00	\$15.00	\$5.00
Name	Activity	Description	Beg Date	End Date	Time Period	Program Rate ( Per Head Unless Noted)	Instructor Rate (Per Head Unless Noted)	Amount to Recreation (Per Head Unless Noted)
Ginny Pizzarello		Silver Sneakers Cardio Circuit			Wednesdays/Fridays	\$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 ( Per Head Unless Noted)	Instructor Rate (Per Head Unless Noted)	Amount to Recreation (Per Head Unless Noted)
Terry Slocum	5309-A	Morning Cardio with Terry	6/3/2020	7/29/2020	8:30am - 9:30am	\$60.00	\$48.00	\$12.00
	5309-B	Morning Cardio with Terry	8/5/2020	9/23/2020	8:30am - 9:30am	\$60.00	\$48.00	\$12.00

Finger Lakes Municipal Health Insurance Trust (FLMHIT)  
Attention: Tony LaFountain, Vice-Chairman  
Penfield Town Hall  
3100 Atlantic Avenue  
Penfield, NY 14526  
Tel 585-340-8631



INVOICE 001

2.14.2020

BILL TO

Town of Irondequoit  
ATTN: David Seeley, Supervisor  
1280 Titus Avenue  
Rochester, New York 14617

INSTRUCTIONS

Please remit payment to:  
Finger Lakes Municipal Health Insurance Trust  
*Mail to the address above.*

Pursuant to the FLMHIT Trust Agreement (section 4, sub-section A paragraph V), paying the Late Entry Fee pursuant to Section 4(B) hereof. Any Qualified Employer which (i) declines an offer by the Trustees to become a Participant and thereafter applies to again become a Participant by (ii) paying (A) the Fund or a designee of the Trustees a late entry/re-entry fee equal in amount to ten percent (10%) of the annual premium payable by such Employer under the Insurance Contract (**the “Late Entry/Re-Entry Fee”**).

Please know that on September 25, 2019 an email vote was issued during the annual board meeting to accept the Town of Irondequoit into the FLMHIT, the response was unanimous to accept Irondequoit.

The Financial requirements for the Town of Irondequoit to enter into FLMHIT in 2020:

The Town of Irondequoit's 2020 Healthcare Cost Summary (per the December 2019 Excellus Invoice): \$333,311.47

Total Annual Premium (\$333,311 x 12): \$3,999,732

10% Penalty: \$399,973

**50% to be paid in 2020, due or before May 1, 2020: \$199,987**

50% balance due in 2020, due or before May 1, 2021: \$199,987

PAYMENT 1 OF 2

AMOUNT DUE: \$199,987

DUE DATE: 5.1.2020

**EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD AUTHORIZING  
PAYMENT OF A LATE ENTRY FEE TO THE FINGER LAKES MUNICIPAL  
HEALTH INSURANCE TRUST**

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 19<sup>th</sup> day of May 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
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Town Board Member \_\_\_\_\_ offered the following resolution and moved its adoption:

**WHEREAS**, as authorized by Town Board Resolution 2019-282, the Town of Irondequoit has entered into an agreement with the Finger Lakes Municipal Health Insurance Trust (hereafter, “FLMHIT”) in order to negotiate health insurance rates for Town of Irondequoit employees; and

**WHEREAS**, pursuant to the FLMHIT Trust Agreement, any qualified employer which initially declined an offer from the FLMHIT Board of Trustees, and who subsequently elects to join, is subject to a late entry fee equal in amount of ten percent (10%) of the annual premium payable in the previous year (hereafter, “Late Entry Fee”); and

**WHEREAS**, pursuant to the FLMHIT Trust Agreement, the Late Entry Fee may be paid by the participating employer over a two-year period; and

**WHEREAS**, the Town of Irondequoit has determined its total Late Entry Fee to be in the amount of \$399,973; and

**WHEREAS**, the Late Entry Fee is payable in two installments of \$199,987 each.

**NOW, THEREFORE IT BE RESOLVED**, that the Town Board authorizes the payment of the first Late Entry Fee installment to the Finger Lakes Municipal Health Insurance Trust in the amount of \$199,987.

**AND, BE IT FURTHER RESOLVED**, that \$199,987 is transferred from the General Fund Balance into to account 001.1989.4120 (Unallocated general government support-contracted services).

This resolution shall take effect immediately.

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

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

**EXTRACT OF MINUTES OF MEETING OF TOWN BOARD  
ADOPTING A RESOLUTION APPROVING THE SPECIAL EVENT LICENSE  
FOR THE 18<sup>TH</sup> 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 19th day of May 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
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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 18<sup>TH</sup> Annual Sunset House 5K Run and Fitness Walk on May 23, 2020 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; and

**WHEREAS**, the 18<sup>th</sup> Annual Sunset House 5K Run and Fitness Walk had to be postponed due to the Coronavirus Pandemic and restrictions to social gatherings that were put in place; and

**WHEREAS**, the 18<sup>th</sup> Annual Sunset House 5K Run and Fitness Walk will be held on October 10, 2020.

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board approves the Special Event License for the Sunset House to conduct their 18<sup>th</sup> Annual 5K Run and Fitness Walk on Saturday, October 10, 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 _____