REGULAR TOWN BOARD MEETING
JULY 21, 2020
7:00 PM

07-20-2020

PLEDGE OF ALLEGIANCE

ROLL CALL

SUPERVISOR'S REMARKS & ANNOUNCEMENTS

PUBLIC INPUT

FINANCIAL REPORT

APPROVAL OF MINUTES

June 9, 2020	Workshop Meeting
June 16, 2020	Regular Town Board Meeting

PUBLIC HEARINGS

7PH2020-1 **7:35 PM**	On the Matter of Granting a Special Use Permit for 2012 E. Ridge Road in a C-Business District
7PH-1A	Resolution Approving a Special Use Permit for 2012 E. Ridge Road in a C-Business District
7PH2020-2 **7:36 PM**	On the Matter of Consolidated Sewer District Extension to Include 166 St. Joseph Street
7PH-2A	Resolution Approving the Extension of the Consolidated Sanitary Sewer District to Include 166 St. Joseph Street
7PH2020-3 **7:37 PM**	On the Matter of Consolidated Sewer District Extension to Include 137 Seneca Park Avenue
7PH-3A	Resolution Approving the Extension of the Consolidated Sewer District To Include 137 Seneca Park Avenue

ITEMS FOR BOARD ACTION

Appointments

7A2020-4	Resolution Approving the Permanent Appointment of a Part-Time School Traffic Guard in the Irondequoit Police Department

7A2020-5 Resolution Approving the Permanent Appointment of a Part-Time School Traffic Guard in the Irondequoit Police Department

7A2020-6 Resolution Approving the Permanent Appointment of a Part-Time School Traffic Guard in the Irondequoit Police Department

7A2020-7 Resolution Approving the Permanent Appointment of a Deputy Court Clerk

7A2020-8 Resolution Filling a Conservation Board Vacancy

7A2020-9 Resolution Approving the Appointment of a Secretary to the Planning Board

Community Development

7A2020-10 Resolution Calling for a Public Hearing on the Matter of Granting a Special Use Permit for 1233 & 1267 E. Ridge Road in a M-Manufacturing District

Comptroller

7A2020-11 Resolution Authorizing an Agreement with the Catholic Family Center for Non-Medical Home Support Services to the Elderly as Approved Through the Community Development Block Grant During August 1, 2020 Through July 31, 2021

7A2020-12 Resolution Authorizing an Agreement with the Housing Council at Pathstone for Housing Counseling Services to Low- and Moderate-Income Residents as Approved Through the Community Development Block Grant During August 1, 2020 Through July 31, 2021

7A2020-13 Resolution Authorizing an Agreement with the Irondequoit Community Cupboard to Provide Healthy Food Choices to Low-Income Residents as Approved Through the Community Development Block Grant During August 1, 2020 Through July 31, 2021

7A2020-14 Resolution Authorizing an Agreement with Lifespan of Greater Rochester, Inc. for the “Home Safe Home for Seniors” Program of Support Services to the Elderly as Approved Through the Community Development Block Grant During August 1, 2020 Through July 31, 2021

7A2020-15 Resolution Authorizing an Agreement with Lifespan of Greater Rochester, Inc. for Transportation Services to the Elderly as Approved Through the Community Development Block Grant During August 1, 2020 Through July 31, 2021

7A2020-16 Resolution Authorizing the Renewal of an Intermunicipal Agreement with Monroe County for the Supply of Electricity and Natural Gas to Town Facilities

7A2020-17 Resolution Authorizing the Annual Audit of the Town Courts

Police

7A2020-18 Resolution Approving Dry-Cleaning Services with Julian's Dry Cleaners

7A2020-19 Resolution Authorizing the Purchase of a License Plate Reader and the Associated Appropriation Transfer and Amendment within the 2020 Police Department Budget

7A2020-20 Resolution to Enter into an Agreement with Carfax for Police Program

7A2020-21 Resolution Authorizing the Approval for Educational Expenses

7A2020-22 Resolution Authorizing the Purchase of One (1) 2021 Ford Utility Police Interceptor All Wheel Drive Vehicle

7A2020-23 Resolution Authorizing the Chief of Police to Enter into an Agreement with the New York State Division of Criminal Justice Services

7A2020-24 Resolution Authorizing Attendance to Taser Instructor Re-Certification Course

7A2020-25 Resolution Authorizing the Supervisor to Execute a Contract for Legal Services Related to Compliance with Chapter 96 of 2020

Public Works

7A2020-26 Resolution Calling for a Public Hearing Concerning Adoption of a Local Law Standardizing New Grinder Pumps by Residents for Connection to Sanitary Sewer

7A2020-27 Resolution Regarding Sanitary Sewer Easement Agreement with Pt. Pleasant Estates Condominium

7A2020-28 Resolution Authorizing the Supervisor to Enter into an Intermunicipal Agreement with the City of Rochester

7A2020-29 Resolution Authorizing the Supervisor to Enter into an Agreement to Provide Mat Rental and Cleaning Services for Various Town Facilities

Supervisor

7A2020-30 Resolution Approving the American Red Cross to Hold a Blood Drive at the Irondequoit Town Hall

NEXT WORKSHOP MEETING--TUESDAY, AUGUST 11, 2020 @ 4:00 PM

NEXT REGULAR TOWN BOARD MEETING--TUESDAY, AUGUST 18, 2020 @ 7:00 PM

EXPENSES

Fund	Original Budget	Amended Budget	Cumulative, Year to Month End: Expended	Encumb'd	Available Balance	Percent of Year Elapsed	Percent of Budget Spent & Enc'brd
				10,376,882			
001 General (includes cemetery)	21,718,772	21,983,101	9,169,768	1,207,114	11,606,219	50.0%	47.2%
percent of amended budget			41.7%	5.5%	52.8%		
005 Library	2,704,039	2,711,153	1,278,522	8,865	1,423,766	50.0%	47.5%
percent of amended budget			47.2%	0.3%	52.5%		
021 Highway # 1, Road Impvts.	3,232,915	3,253,640	869,717	553,176	1,830,746	50.0%	43.7%
percent of amended budget			26.7%	17.0%	56.3%		
023 Highway # 3, Equipment Maint.	1,124,154	1,124,154	418,691	285,005	420,458	50.0%	62.6%
percent of amended budget			37.2%	25.4%	37.4%		
024 Highway # 4, ROW / Winter	1,077,653	1,079,153	538,639	76,708	463,806	50.0%	57.0%
percent of amended budget			49.9%	7.1%	43.0%		
031 Consolidated San. Sewer Dist.	4,132,254	4,196,041	1,750,659	329,748	2,115,633	50.0%	49.6%
percent of amended budget			41.7%	7.9%	50.4%		
038 Stormwater Drainage Dist.	839,493	1,252,944	265,842	438,609	548,493	50.0%	56.2%
percent of amended budget			21.2%	35.0%	43.8%		
039 Rock Beach San. Sewer Dist.	9,094	9,094	672	0	8,422	50.0%	7.4%
percent of amended budget			7.4%	0.0%	92.6%		
040 Orland Road San. Sewer Dist.	15,985	15,985	1,992	0	13,993	50.0%	12.5%
percent of amended budget			12.5%	0.0%	87.5%		
051 Sea Breeze Water District	1,074,113	1,074,113	392,159	0	681,954	50.0%	36.5%
percent of amended budget			36.5%	0.0%	63.5%		
071 - 098 Lighting Districts	162,250	162,250	63,336	98,914	0	50.0%	100.0%
percent of amended budget			39.0%	61.0%	0.0%		
TOTAL	36,090,722	36,861,628	14,749,998	2,998,139	19,113,490	50.0%	48.1%
				17,748,137			
Percent of Amended Budget Spent			40.0%				
Percent of Amended Budget Encumbered				8.1%			
Total Percent Spent & Encumbered							48.1%
Tax Levy Sensitive	29,857,533	30,151,201	12,275,338	2,130,868	15,744,995	50.0%	47.8%
Total Spent + Encumbered		14,406,206	40.7%	7.1%	52.2%		47.8%

5,456,947 1,827,047 33.5% 19.7% 50.2%

REVENUES

Fund		Original Budget	Amended Budget	Cumulative Receipts Through This Month	Balance to be Received	Percent of Real Estate Tax	Percent of Year Elapsed	Percent of Revenue Received
001 General:								
Real Estate Tax	(001-1001)	11,185,756	11,185,756	11,185,756	0	63.9%		100.0%
Payment In Lieu of Tax	(001-1081)	257,779	257,779	235,665	22,114			91.4%
Sales Tax	(001-1120)	5,180,640	5,180,640	833,444	4,347,196			16.1%
Mortgage Tax	(001-3005)	815,000	815,000	249,488	565,512			30.6%
Per Capita State Aid	(001-3001)	613,283	613,283	0	613,283			0.0%
Interest Earnings	(001-2401)	25,000	25,000	28,896	-3,896			115.6%
Franchise Cable TV	(001-1170)	750,000	750,000	-3,721	753,721			-0.5%
Recreation Program Fees	(001-2001)	330,000	330,000	135,975	194,025			41.2%
Cemetery Revenues	(001-2190/2665)	133,000	133,000	45,020	87,980			33.8%
Fines & Bail Forfeitures	(001-2610)	247,500	247,500	69,449	178,051			28.1%
Other Sources of Revenue		1,990,814	1,990,814	784,826	1,205,988			39.4%
Appropriated Fund Balance		190,000	190,000	190,000	0			
Total, Revenue & Fund Balance		21,718,772	21,718,772	13,754,798	7,963,974		50.0%	63.3%

Fund	Original Budget	Amended Budget	Cumulative Receipts as of This Month	Balance to be Received	Percent of Real Estate Tax	Percent of Year Elapsed	Percent of Revenue Received
005 Library							
Real Estate Tax	2,507,625	2,507,625	2,507,625	0	14.3%		100.0%
Other Sources of Revenue	196,414	196,414	79,056	117,358			40.2%
Appropriated Fund Balance	0	0	0	0			
Total, Revenue & Fund Balance	2,704,039	2,704,039	2,586,681	117,358		50.0%	95.7%
021, 023, 024 Highway Funds							
Real Estate Tax	3,812,038	3,812,038	3,812,038	0	21.8%		100.0%
All Other Sources	1,622,684	1,622,684	548,977	1,073,707			33.8%
Appropriated Fund Balance	0	0	0	0			
Total, Revenue & Fund Balance	5,434,722	5,434,722	4,361,015	1,073,707		50.0%	80.2%
031 Consolidated San. Sewer District							
Sewer Service Charges	4,012,722	4,012,722	4,012,722	0			100.0%
Other Sources of Revenue	119,532	119,532	100,204	19,328			83.8%
Appropriated Fund Balance	0	0	0	0			
Total, Revenue & Fund Balance	4,132,254	4,132,254	4,112,926	19,328		50.0%	99.5%
038 Stormwater Drainage District							
District Service Charges	836,493	836,493	836,493	0			100.0%
Other Sources of Revenue	3,000	3,000	12,058	-9,058			401.9%
Appropriated Fund Balance	0	0	0	0			
Total, Revenue & Fund Balance	839,493	839,493	848,551	-9,058		50.0%	101.1%
039 Rock Beach San. Sewer District							
District Capital Charges	9,094	9,094	9,094	0			100.0%
Other Sources of Revenue	0	0	6	-6			#DIV/0!
Total Revenue	9,094	9,094	9,100	-6		50.0%	100.1%
040 Orland Road San. Sewer District							
District Capital Charges	15,985	15,985	15,985	0			100.0%
Other Sources of Revenue	0	0	30	-30			#DIV/0!
Total Revenue	15,985	15,985	16,015	-30		50.0%	100.2%
051 Sea Breeze Water District							
District Real Estate Tax	0	0	0	0			#DIV/0!
Other Sources of Revenue	1,074,113	1,074,113	295,365.11	778,748			27.5%
Appropriated Fund Balance	0	0	0	0			
Total, Revenue & Fund Balance	1,074,113	1,074,113	295,365	778,748		50.0%	27.5%
071 - 098 Lighting Districts							
District Real Estate Tax	162,250	162,250	162,250	0			100.0%
Other Sources of Revenue	0	0	188	-188			
Appropriated Fund Balance	0	0	0	0			
Total, Revenue & Fund Balance	162,250	162,250	162,438	-188		50.0%	100.1%
Summary of Revenues and Appropriated Fund Balances							
Real Estate Tax	17,505,419	17,505,419	17,505,419	0	100.0%		100.0%
Special District Real Estate Tax	162,250	162,250	162,250	0			100.0%
Sanitary Sewer Service Charges	4,037,801	4,037,801	4,037,801	0			100.0%
Stormwater District Service Charges	836,493	836,493	836,493	0			100.0%
Other Sources of Revenue	13,358,759	13,358,759	3,414,926	9,943,833			25.6%
TOTAL	35,900,722	35,900,722	25,956,889	9,943,833		50.0%	72.3%
Appropriated Fund Balance	190,000	190,000	190,000	0			100.0%
Grand Total, Revenues and Appropriated Fund Balance	36,090,722	36,090,722	26,146,889	9,943,833			72.4%

Comparison With Prior Year Period

Expenses Fund	6/30/2014 Percent of Budget Spent & Enc'brd	6/30/2015 Percent of Budget Spent & Enc'brd	6/30/2016 Percent of Budget Spent & Enc'brd	6/30/2017 Percent of Budget Spent & Enc'brd	6/30/2018 Percent of Budget Spent & Enc'brd	6/30/2019 Percent of Budget Spent & Enc'brd	6/30/2020 Percent of Budget Spent & Enc'brd
001 General	47.5%	47.9%	48.1%	52.0%	49.0%	48.6%	47.2%
005 Library	48.1%	46.6%	56.3%	55.4%	54.5%	55.2%	47.5%
021 Highway # 1, Road Impvts.	62.3%	66.2%	62.7%	56.8%	52.5%	35.1%	43.7%
023 Highway # 3, Equipt. Maint.	73.5%	69.2%	70.2%	149.1%	62.9%	62.1%	62.6%
024 Highway # 4, ROW / Winter	69.6%	73.8%	64.6%	59.5%	64.3%	61.1%	57.0%
031 Consolidated Sewer Dist.	43.8%	44.6%	48.9%	61.1%	49.8%	50.4%	49.6%
038 Stormwater Drainage Dist.	29.4%	27.2%	44.9%	37.8%	36.1%	35.2%	56.2%
051 Sea Breeze Water District	40.2%	39.9%	38.9%	39.2%	50.5%	66.4%	36.5%
055 Sea Breeze Fire District	-----	-----	-----	-----	-----	-----	-----
071 - 098 Lighting Districts	100.0%	100.0%	113.6%	100.0%	100.0%	100.0%	100.0%
TOTAL	50.0%	50.4%	51.2%	57.0%	50.7%	49.1%	48.1%

Revenues Fund	Percent of Budget Received	Percent of Budget Received	Percent of Budget Received	Percent of Budget Received	Percent of Budget Received	Percent of Budget Received	Percent of Budget Received
001 General:							
Real Estate Tax	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
Payment In Lieu of Tax	89.4%	87.6%	88.8%	89.3%	87.6%	90.0%	91.4%
Sales Tax	13.1%	10.6%	15.6%	15.7%	14.8%	13.6%	16.1%
Mortgage Tax	15.2%	24.9%	24.9%	20.6%	16.5%	30.5%	30.6%
Per Capita State Aid	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Interest Earnings	24.3%	36.2%	50.5%	70.0%	121.6%	414.9%	115.6%
Franchise Cable TV	-0.4%	-0.4%	-0.4%	-0.5%	0.2%	-0.5%	-0.5%
Recreation Program Fees	60.1%	62.6%	62.8%	70.7%	75.0%	75.4%	41.2%
Cemetery Revenues	55.8%	35.9%	37.9%	42.5%	39.3%	42.8%	33.8%
Fines & Bail Forfeitures	86.9%	36.5%	33.7%	37.5%	42.6%	38.1%	28.1%
Other Sources of Revenue	58.9%	47.0%	44.6%	108.2%	85.6%	58.2%	39.4%
Appropriated Fund Balance	0.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
Subtotal, General Fund	67.9%	66.5%	67.2%	71.7%	68.9%	65.9%	63.7%
Other Funds, "Other Sources" *							
005 Library	39.9%	40.3%	41.0%	42.9%	44.1%	64.0%	40.2%
021, 023, 024 Highway Funds	47.0%	46.0%	44.3%	17.3%	33.9%	28.3%	33.8%
031 Consolidated San. Sewer District							
Sewer Service Charges	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
Other Sources of Revenue	78.9%	101.7%	110.0%	46.2%	107.6%	76.7%	83.8%
038 Stormwater Drainage Dist.	95.6%	61.0%	14.3%	84.3%	91.5%	26.3%	401.9%
051 Sea Breeze Water District	32.0%	27.9%	25.8%	28.2%	30.0%	30.6%	27.5%
055 Sea Breeze Fire District	-----	-----	-----	-----	-----	-----	-----
071 - 098 Lighting Districts							
All Funds, Revenues & App. FB's	76.7%	75.5%	75.9%	76.7%	76.1%	73.5%	72.4%

* All Real Estate Tax and Appropriated Fund Balances are 100% received by these funds at the beginning of each year.

Town Board Meeting Notes

The 2020 financial results as of June 30th: 50% of the year has elapsed and the Town's total expenses are slightly lower than budget at 48.1%—a sum of $17,748k. Encumbrances are $2,998k and actual expenses total $14,750k. Please note that actual expenses alone equate to 40% of budget. Regarding encumbrances: they are typically high during this time of the year as departments continue to commit to services, supplies, and commodities that will be needed during the year.

The General Fund expenses are favorable to budget at 47.2% or $10,377k. The actual expenditures are 41.7% of budget or $ 9,170k; the other 5.5% is due to $1,207k of encumbrances. Contained within the general fund encumbrances are installment debt for equipment leased by solid waste and tree program, attorney fees and other contracted expenses throughout the Town.

Collectively, the expenses in the highway funds of $2,742k are on par with the 50% of the year that has elapsed. The costs result from substantial expenses and encumbrances for gas, fuel, salt, paving services and materials, and equipment parts as anticipated.

Expenditures in the Library are above budget at $1,287k or 47.5%.

The Sewer Fund expenses of $2,080 are at 49.6% of budget.

Expenses in Stormwater Drainage are approximately 56.2% of budget—a total of $704k. Actual expenses are $266k (21.2%) while encumbrances account for 35%. Included in the encumbered amount is a vactor truck costing approximately $386k

carried over from the prior year. A grant was awarded to the Town to partially offset this cost ($281,500).

The General Fund has received revenue of $ 13,755k—63.3% of budget. At the end Of June, 100% of real estate tax or $11,185k had been collected. 91.4% of Payment In Lieu Of Tax revenue is in; another $25k is due in October and will bring that line-item to budget. Two months of Sales Tax totaling $833k or 16.1% and 3 months of mortgage tax equal to $249k or 30.1% of budget have been received to-date; other major revenue sources such as franchise cable fees, and Per Capita State Aid are due later in the year.

The total Town revenue and appropriated fund balance for the 1st half of the year Equate to $26,147k or 72.4%. Real estate taxes across funds are $17.5M .

At month-end, the Library had recorded revenue of $2,587k – 95.7%.
80.2% or $4,361k of revenue has been verified by the Highway.
99.5% of the Sewer Fund or $4,112k is in.
Stormwater Drainage has received 101% of its budgeted revenue—$849k

Page 3 of this report presents the second quarter year-to-date summary and comparison to the prior 6 years. Regarding expenditures by Fund—which are included on the top third of the page: The percent of total budget spent and encumbered is 48.1% which is lower than the prior six years.

The middle third of the page contains the pertinent Sources of Revenue for the General Fund and the bottom third of the page are second quarter revenue comparisons of the other Funds with the last line reflecting the total collective

revenue and fun balance for the Town. The 2020 General Fund revenue of 63.7% is lower than in prior years, as is the Town wide revenue of 72.4%.

Various revenues throughout the town have decreased from 2019 as a result of the COVID-19 pandemic- recreation and senior program fees (42% decrease), court fines (24% decrease), property tax interest (20% decrease), property maintenance (97% decrease), and library fines and miscellaneous receipts (52% decrease).

This concludes my financial report for the month of June 2020.

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 9th day of June 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 of Police Alan Laird, Director of Community Development Kerry Ivers, Comptroller Diana Marsh, Director of Human Resources Jason Vinette, Commissioner of Public Works Robert Kiley, Director of Recreation Katrina Hall, Assessor Amy Jorstad, Town Attorney Andrew Dean and Town Clerk Genier.

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

STAFF SPOTLIGHT:

Supervisor Seeley recognized Director of Human Resources Jason Vinette and Supervisor Assistant Maria Vecchio as the June's Staff Spotlight Honorees. Both Jason and Maria worked together daily to figure out the nuances required to reopen the Town offices, particularly the Town Hall which serves a great number of people. They both did a great job in implementing the reopening efforts.

REVIEW OF AGENDA ITEMS FOR JUNE 16, 2020 RTB MEETING:

Supervisor Seeley noted that there will be one Public Hearing at this meeting regarding amending the 2019-2020 Irondequoit Community Development Block Grant (CDBG) Program. This Public Hearing is being called at the Workshop Meeting and will be held at the Regular Town Board Meeting.

Financial Report: Comptroller Diana Marsh reviewed the Financial Report as of May 31, 2020. **Total expenses and encumbrances** were 41.5% of budget, slightly lower than the 41.7% of the year that has elapsed. Actual expenses were 34.1% of budget; encumbrances were 7.4% of budget. Encumbrances are typically high early in the year as departments continue to commit to services and supplies that will be needed during the year. Expenses in the General Fund are right on budget at 41.2%. Actual expenses were 36%; encumbrances were 5.1% of budget. Embedded in the General Fund encumbrances are installment debt for equipment leased by the Solid Waste and Parks Departments, attorney fees and contracted expenses throughout the Town. Expenses in the Highway Funds were 41% of budget, which is in range of the 41.7% of the year that has elapsed. The costs that drive the Highway expenses are typically labor and benefits, salt, gas, fuel, roadwork and paving services and materials, such as oil and stoning, asphalt and equipment parts. Expenditures in the Library were even with budget at 41.6%. The Sewer Fund expenses

were 42.1% of budget; expenses in Stormwater Drainage total 50.6% of budget. Actual expenses were 15.8% of budget, and encumbrances account for 34.8%. Included in the encumbered amount is a vactor truck costing approximately $386,000 carried over from the prior year. A grant was awarded to the Town to partially offset this cost ($281,500). Expenses excluding encumbrances for the Town, as well as the three major funds, were less than the percent of the year that has elapsed. Actual expenses including encumbrances for the Town, as well as the three major funds are very close to budget. **The General Fund revenue** received was 60.3% of budget. $11.2M of real estate tax has been received, 100% of budget. $234,248 of PILOT revenue has been received, 91.2% of budget. Two months of Sales Tax of $833,000 was received during the month; no other significant revenue was due during May. Regarding the entire Town, 70% 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 94.2% of its budgeted revenue; 100% of budgeted revenue is in for Highway Funds. The Sewer District has received 98% of that fund's budget; and Stormwater Drainage is at 100% of its revenue budget. Comptroller Marsh noted that Randy Shepard from The Bonodio Group will present highlights of the 2019 Year End Financial Results at the Regular Town Board Meeting on June 16th. *Supervisor Seeley stated that he will have some modifications that were made to the budget. There will be revenue shortfalls at the end of the year. The County did downgrade the anticipated loss in sales tax revenue to be somewhere between 8% and 15%; for May, a 30% loss is projected.*

Approval of Minutes: Minutes from the following meetings to be approved: May 12, 2020 Workshop Meeting and May 19, 2020 Regular Town Board Meeting.

Public Hearing: There will be **one (1) Public Hearing** held on June 16th at 7:35 PM pertaining to allocating funds awarded through the federal CARES Act as an amendment to the Irondequoit 2019-2020 Community Development Block Grant Program. The Town received $539,283 in supplemental funding through the federal CARES Act for activities relating to preventing, preparing for or responding to coronavirus from the U.S. Dept. of Housing and Urban Development (HUD). The first proposed amendment is to have the Board create a grant program that would award up to $5,000 for an Irondequoit business that was impacted by COVID-19. The Town's goal is to reach as many businesses as possible. There will be certain restrictions put in place to receive these grants. Businesses with under 5 full-time employees can apply for a $2,500 grant; business with over 5 full-time employees will be eligible for up to a $5,000 grant. The goal with this program is to get money into the owners' pockets as soon as possible in order to get their businesses up and running quickly. The second portion of the federal funds received are to be used to create a fund for not-for-profits dealing with COVID-19 or will be dealing with future downturns that are COVID-19 related. Supervisor Seeley noted that he would like to direct some of these capital dollars to the Irondequoit Community Cupboard, as well as investing more funds into foreclosure prevention services.

Assessor: Assessor Amy Jorstad reviewed **two (2)** resolutions. The **first** resolution authorizes a settlement agreement with ARC CAFEHLD001, LLC and VEREIT, Inc. (formerly Arby's). The business was sold and still had an assessment of $175,000, the selling price of the business. The settlement agreement states that for the 2019 assessment roll year, the assessment shall be reduced from $591,400 to $325,000 and for the 2020 assessment roll year, the property shall be assessed for $222,800. The business is in between uses; once a tenant is in there, the assessment will likely change. The settlement agreement will be in place for three years—2021, 2022 and

2023. The **second** resolution authorizes a settlement agreement with Providence St. Salome Housing Development Fund Company, Inc. The agreement states that for the 2019 year the assessment shall be reduced from $240,000 to $71,749 for tax parcel 062.19-2-89.1 and from $900,000 to $466,429 for tax parcel 062.19-2-89.3. Supervisor Seeley noted that there is a PILOT Agreement in place with this matter so any change in the assessed value will not impact the Town/County or School taxes, just the Special District charges. He mentioned that the Town will see more of these settlement agreements as the Town wishes to finalize several of the grieved assessments.

Community Development: Director of Community Development Kerry Ivers reviewed **three (3)** resolutions. The **first** resolution pertains to the State Environmental Quality Review Act on the rezoning of 2732 Culver Road. This is an Unlisted Action for purposes of SEQRA. Following receipt and review of the full Environmental Assessment Form, the Town Board finds that the proposed action will not result in any significant adverse environmental impacts and adopts a Negative Declaration for the rezoning of the property. The **second** resolution approves an application on the matter of rezoning 2732 Culver Road from R-2 Residential to R-5 Residential. The Supervisor is comfortable moving this matter forward as it will enhance the area. The **third** resolution calls for a Public Hearing on the matter of granting a Special Use Permit (SUP) for 2002 E. Ridge Road in a C-Business District. This parcel has a couple of different buildings and is subject to a SUP. The applicant would like to convert the first-floor level from retail space to a residential dwelling unit to create a multi-family structure. The second level is residential. A Special Use Permit is required to do this.

Comptroller: Comptroller Diana Marsh reviewed **two (2)** resolutions. The **first** authorizes Capital Lease Financing Agreement with Key Bank for one case-construction backhoe loader with hammer assembly equipment for the Bureau of Public Works. Comptroller Marsh explained that two quotes were received—one from M&T and one from Key Bank. Key Bank was the lower of the two quotes in the amount of $123,708.66. This resolution authorizes the Supervisor to enter into an agreement for the financing of this piece of equipment. The purchase price for this equipment is $113,439. The **second** resolution amends the 2019-2020 Annual Plan for the Irondequoit Community Development Block Grant Program to allocate funds awarded through the CARES Act. The Town received $539,283 from HUD in supplemental funding for activities relating to the coronavirus. The Town intends to allocate these funds as follows: $339,283 for the Revitalizing Irondequoit Small Business Economy (RISE) grant program; and $200,000 for a new COVID-19 Community Action Fund to assist not-for-profit entities that are helping residents affected by COVID-19. There will be a Public Hearing held on June 16, 2020 at 7:35 PM.

Police: Acting Chief of Police Alan Laird reviewed **one (1)** resolution declaring certain vehicles surplus and authorizing the auction of said vehicles. The auction will be held from July 7 to 14, 2020.

Public Works: Commissioner of Public Works Robert Kiley reviewed **six (6)** resolutions. The **first and second** resolutions authorize the calling of Public Hearings to connect to the Consolidated Sewer District. The first Public Hearing addresses 166 St. Joseph Street; the second addresses 137 Seneca Park Avenue. Both Public Hearings will be held on July 21st. Pending any

public comment on either of these matters, the Town would either allow them to connect to the Consolidated Sewer District or deny their request. The **third** resolution declares certain equipment as surplus and authorizes the sale of said items at auction. Following the move from the old highway garage to the new facility, there were many items left in the old garage. All of these items will be declared surplus and auctioned on site. The **fourth** resolution authorizes the Supervisor to enter into a contract with Feedwater Treatment Systems, Inc. in the amount of $3,500 per year for water treatment services at various Town facilities. Following an audit on the fees spent for water treatment, the Town decided to go out for quotes. Quotes were requested and Feedwater Treatment Systems, Inc's fees were significantly lower, saving the Town thousands of dollars. This contract will run for a term of two years. The **fifth** resolution authorizes the designation of a Stormwater Management Officer for the Town. As a member of the Monroe County Stormwater Coalition, the Town was asked to officially designate an employee as the Stormwater Management Officer. Commissioner of Public Works Robert Kiley, or his designee, were recommended. The **sixth** resolution authorizes the Supervisor to execute the First Amendment to the Project Schedule for the Irondequoit Community Center. The Town entered into a Lease Agreement to utilize space located at the former Irondequoit Mall to construct a Community Center. A Project Schedule was completed to delineate the responsibilities with respect to costs and construction of the ICC. As certain unforeseen costs have arisen since the construction began, an amendment to the Project Schedule is necessary. There may be additional amendments needed as construction moves forward with this project.

Recreation: Director of Recreation Katrina Hall reviewed **one (1)** resolution to renew inclusive recreation consultant and support services for the evaluation of the Recreation Department's current inclusion practices, as well as development of new operational practices, to ensure that people with disabilities can fully participate in recreation programming. The current contract is with Rochester Accessible Adventures in the amount of $13,500, with a term from July 1, 2019 through June 30, 2020. Two additional one-year optional renewals are available. The Town wishes to extend the services with Rochester Accessible Adventures to provide these support services through June 30, 2021. This is a budgeted expense.

Supervisor: Supervisor Seeley reviewed **one (1)** resolution to authorize Joule Assets, Inc. to solicit bids for the supply of electricity from renewable sources and approve an Electricity Supply Agreement. The Town has created a Community Choice Aggregation Program and has agreed to have Joule Assets, Inc. solicit bids for electricity supply from renewable sources. Supervisor Seeley noted that the energy market has changed drastically over the past year and the cost of energy has gone down. Joule Assets is doubtful whether the Town can get a lower price for energy services. If this resolution is adopted, Joule Assets would put out Requests for Proposals on behalf of all the partnering municipalities (Towns of Irondequoit, Pittsford, Brighton and Villages of Pittsford and Victor). The Town wants renewable energy but also did not want to put any additional economic burden on people. There are a lot of opportunities for community solar energy that are sponsored through this program.

<u>ITEMS FOR BOARD ACTION</u>

6WS2020-1 Resolution Approving the Provisional Appointment of a Police Chief in the Irondequoit Police Department

On a motion made by Councilmember **Freeman**, seconded by Councilmember **Romeo**, a resolution was adopted **authorizing the provisional appointment of Alan Laird as Provisional Chief of Police.**

Director of Human Resources Jason Vinette explained that due to the retirement of Chief Richard Tantalo, a vacancy exists in that position. Captain Alan Laird stepped in as Acting Chief. As there is no Civil Service List, the Town must appoint provisionally until a list is established. Acting Chief Laird will have to take and pass the Civil Service Exam and score within the top three. Supervisor Seeley noted that Acting Chief Alan Laird will be leading the 53 officer police agency in Irondequoit. Acting Chief Laird has been in law enforcement for many years. He has established himself as a good Police Officer and member of this community.

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution Number: 2020-152

6WS2020-2 Resolution Authorizing Capital Lease Financing of One Case-Construction Backhoe Loader with Hammer Assembly Equipment for the Bureau of Public Works

On a motion made by Councilmember **Romeo,** seconded by Councilmember **Wehner**, a resolution was adopted **authorizing capital lease financing for one new 2020 backhoe loader for the Bureau of Public Works in the total amount of $123,708.66 with Key Government Financing.**

This purchase was authorized previously. Written quotes were received from several firms with the lowest cost quote coming from Key Government Financing. Funding for the lease payment is available in the budget.

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution Number: 2020-153

6WS2020-3 Resolution Scheduling a Public Hearing Pertaining to Allocating Funds Awarded Through the CARES Act as an Amendment to the Irondequoit 2019-2020 Community Development Block Grant Program

On a motion made by Councilmember **Romeo**, seconded by Councilmember **Perticone,** a resolution was adopted **scheduling a Public Hearing to be held at the Regular Meeting of the Town Board on June 16, 2020 at 7:35 PM in the matter of allocating funds awarded through the CARES Act as an amendment to the Irondequoit Community Development Block Grant Annual Plan for the 2019-2020 Program Year.**

This resolution will amend the 2019-2020 Irondequoit Community Development Block Grant to allocate supplemental funds received through the CARES Act. The Town has received $539,283 in supplemental funding to be used for activities relating to the coronavirus. The Town will allocate these funds as follows: $339,283 of the CARES Act funds for the Revitalizing Irondequoit Small Business Economy (RISE) grant program and $200,000 funds to assist not-for-profit entities affected by COVID-19.

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution Number: 2020-154

On a motion made by Councilmember **Freeman,** seconded by Councilmember **Wehner,** the Workshop Meeting was adjourned at 4.55 PM.

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Respectfully submitted,

Barbara J. Genier

Barbara Genier, Town Clerk

Regular Town Board Meeting of the Town Board of the Town of Irondequoit held via Zoom due to Coronavirus Global Pandemic Restrictions in compliance with Gov. Andrew Cuomo's Executive Order regarding the conduct of public meetings on the **16th day of June 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 Webinar included Chief of Police Alan Laird, Commissioner of Public Works Robert Kiley, Director of Community Development Kerry Ivers, Director of Human Resources Jason Vinette, Comptroller Diana Marsh, Director of Recreation Katrina Hall, Assessor Amy Jorstad, Attorney for the Town Andrew Dean and Town Clerk Genier.

SUPERVISOR'S REMARKS AND ANNOUNCEMENTS:
*Supervisor Seeley stated that the Town is continuing to reach out to residents to help them through this COVID-19 crisis. Once a month food will be distributed in the north part of the County. This event will be happening on June 30th from 1-3 PM. at the DPW facility. Please register by calling 211 or texting 898-211. Masks will be available to businesses that are reopening. Email ahipolito@irondequoit.org. *The Town Hall is re-opened with restrictions; appointments are encouraged. Go to www.irondequoit.org to see what procedures are in place for various departments. The Library has curbside pick up Monday through Friday from 10 AM to 5 PM. Call 336-6060 for reservations. *Supervisor Seeley congratulated newly appointed Chief of Police Alan Laird, who was formally appointed Chief of Police at the Town Workshop Meeting on June 9th. The Town will celebrate later when restrictions from COVID-19 are lifted and staff can gather together. Chief Laird is well respected in the law enforcement community and the Town is very proud ot him. *Supervisor Seeley stated that the Town is monitoring Town finances closely, especially the Sales Tax revenue. This is a major revenue stream for the Town. January and February saw an increase of 30% in Sales Tax revenue. The month of April saw a decrease of -25%; May had a decrease of -32% (that could be as high as -36%). The Town was trending very favorably the first three months of this year and it was close to where it was last year at this time. He said that the Town budgets an increase in Sales Tax revenue year to year and budgets conservatively with Sales Tax revenue. The actual 2020 budgeted Sales Taxs revenue was less than 1% above actual 2019 receipts. Monroe County is projecting a decrease in Sales Tax revenue from 2019 to 2020 at about 8% to 14%; this represents between $453,000 to $761,000 in Sales Tax revenue shortfall. Supervisor Seeley noted that the Town has other revenue lines besides Sale Tax, including miscellaneous General Fund revenues and Mortgage Recording Tax. The projected shortfall from all the revenue streams is -12% or ($889,481). Supervisor Seeley has also had discussions with Department Heads and has asked them to make operational reductions. At this time, there are projected operational reductions in the 2020 budget amounting to $730,000 and health care savings amounting to $240,000, for a total of $970,000. He hopes to see more favorable numbers for May and June.

STAFF SPOTLIGHT: June's Staff Spotlight went to two people—Director of Personnel Jason Vinette and Director of Administration Maria Vecchio. Both of these individuals worked diligently to re-open the Town offices. They put a lot of time and thought into helping staff and residents know what was going on with the pandemic and giving them resources to help. Congratulations to Jason and Maria.

PUBLIC HEARING: Supervisor Seeley stated that there will be a Public Hearing held at 7:35 PM amending the Town's CDBG Program. He instructed the public how they can join into the Zoom meeting to share comments on this matter.

PUBLIC INPUT: Supervisor Seeley noted that he did not receive any emails directed to supervisor.org from individuals wishing to share comments at Public Input..

2019 AUDIT REVIEW: Supervisor Seeley thanked the Audit Committee for their work in reviewing the draft Audit on a volunteer basis. The Committee Members include Lorie Barnum, Rachel Adonis, Michael Ostrander and Gary Adams. Mr. Randy Shepard from The Bonadio Group began by thanking Comptroller Diana Marsh and her staff for all their assistance. He reviewed the Auditor's responsibility stating that the Town hired The Bonodio Group to form an opinion whether the financial statements have been presented fairly in accordance with

accounting principles generally accepted in the United States. When completed, the Auditor would present a summary of the audit to the Town Board. Mr. Shepard noted that the audit did not find any deficiencies considered to be significant or material weaknesses. Under Governmental Activities, Mr. Shepard stated that the Town has about $17M invested in capital assets and another $5M in reserve funding for restricted purposes. There is a large unrestricted net position of negative $30M, that represents liability for bonds and other post-employment benefit obligations for former employees, leaving a net total of negative $9M. **General revenues**, which include mortgage tax, non-property tax, and real property tax, account for $26M or 72%. Program specific revenues, including charges for services and operating and capital grants, account for $10M. Total Governmental Funds reported an ending fund balance of the following: Nonspendable $66,848; Restricted $4.8M; Assigned $1M; Unassigned (-$6.9M); leaving a total of negative $923,150. He explained that when borrowing on a short-term basis with Bank Anticipation Notes, that shows as a liability or negative number. Once converted to long-term borrowing, it turns into proceeds to the Town that will result in an increase in Fund Balance. Mr. Shepard stated that the $4.8M Restricted funds does not include the amounts set aside in the General Fund for the Community Center. Mr. Shepard then reviewed a three-year lookback of revenues and expenditures for all Governmental Funds and stated that they were pretty consistent year after year. He did note that the only item that skewed the revenue in 2018 was the insurance recovery money from the 2016 Christmas Eve fire, about $1.7M. He commented that the revenues are consistent from year to year. He also reviewed Assets and Liabilities of Governmental Funds. Total Assets went from $18,088 in 2017 to $27,491 in 2019. Total liabilities went from $18,480 in 2017 to $28.415 in 2019. He explained that there is an Unassigned negative figure of $6.8M under Fund Balances which is the result of the capital projects fund. The deficit is a result of short-term borrowing for capital projects. Once converted to serial bonds, the deficit will be eliminated. *Supervisor Seeley asked if the retirement systems liabilities continue to trend downward. Mr. Shepard responded that the retirement systems are fairly well funded and they use a five-year average so what they experience this year for their market won't be seen for a couple of years. Mr. Shepard hopes that they will not spike substantially and just hold steady*. In the **General Fund**, **actual revenues** were higher than the budgeted revenues for 2019, 2018 and 2017. On the **expenditure side**, actual expenses were lower than budgeted for 2019 and 2018, and even for 2017. For actual revenues and expenditures, revenues of $21,515,594 decreased from 2018 by 8.1%; expenditures of $20,836,936 increased from 2018 by approximately 1.4%. The total fund balance of $9M increased from 2018 by approximately $984,922. Of the $9M, $7.8 is unassigned. Mr. Shepard noted that the Town has been able to bring in about $3M in Fund Balance over the past three years and that allows the Town to fund the Community Center or weather the storm that is with us now. This is a positive for the Town. Supervisor Seeley noted that the Fund Balance has grown over the years and that has allowed the Town to make some significant investments in the Town. The **Highway Fund** highlights are: Fund Balance is $1.2M; the total Fund Balance decreased from 2018 by 15%; revenues of $5.2M decreased from 2018 by 5%; expenditures of $5.4M increased from 2018 by 2%; and other uses increased from 2018. The highlights in the **Sewer Fund** are: Fund Balance is $826,054; total Fund Balance increased from 2018 by10%; revenues of $4M decreased from 2018 by 1%; expenditures of $4M decreased from 2018 by less than 1%; and other uses increased from 2018 by approximately 103%.

FINANCIAL REPORT: Comptroller Diana Marsh reviewed the Financial Report as of May 31, 2020. **Total expenses and encumbrances** were 41.5% of budget, slightly lower than the percentage of year elapsed of 41.7%. Actual expenses were 34.1% of budget; encumbrances were 7.4% 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 almost even with the year elapsed of 41.7% at 41.2% of budget. Actual expenditures are 36% of budget; encumbrances are 5.1% of budget. Embedded in the General Fund encumbrances are installment debt for equipment leased by the Solid Waste and Parks, attorney fees, and contracted expenses throughout the Town. Expenses in the Highway Funds were 41% of budget. Encumbrances account for 12.8% and include labor and benefits, fuel, salt and vehicle parts, paving services and materials such as oil and stoning. Expenditures in the Library are 41.6%. The Sewer Fund expenses were 42.1% of budget; expenses in Stormwater Drainage total 50.6% of budget. Actual expenses are 15.8% of budget, and encumbrances account for 34.8%, 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 60.3% of budget. $11.2M of real estate tax has been received, 100% of budget. $234,000 of PILOT revenue has been received, 91.2% of budget. Two months of Sales Tax of $833,000 was received during the month; no other significant revenue was due during May. Regarding the entire Town, 70% 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 94.2% of its

budgeted revenue; 78.3% of budgeted revenue is in for Highway Funds. The Sewer District has received 98% of that fund's budget; and Stormwater Drainage is at 100% of its revenue budget.

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

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

PUBLIC HEARING

6PH2020-1 ON THE MATTER OF ALLOCATING FUNDS AWARDED THROUGH
7:35 PM THE CARES ACT AS AN AMENDMENT TO THE IRONDEQUOIT
2019-20 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

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

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Supervisor Seeley stated that the Town received approximately $540,000 in supplemental Community Development Block Grant monies through the 2020 CARES Act. The Town can use these funds for the current CDBG Program, which terminates in August, or use it for the following year. The Town looked at small businesses and re-opening efforts and felt that small businesses were vital to the Town's growth. The Town will allocate $340,000 of the CARES Act funds for the Revitalizing Irondequoit Small Business Economy (RISE) grant program and $200,000 for a new COVID-19 Community Action Fund to assist not-for-profit entities that are assisting residents affected by the pandemic. The funds will be given on a first come first serve basis. The Programs will begin immediately.

Public Hearing Public Input: Due to the COVID-19 pandemic, the public could not attend the Public Hearing but was invited to call in via Zoom and raise their hand to share comments. No one spoke for or against the matter.

On a motion made by Councilmember **Romeo**, seconded by Councilmember **Wehner**, the Public Hearing was closed at 7:40 PM.

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

6PH-1A RESOLUTION AMENDING THE 2019-20 ANNUAL PLAN FOR THE IRONDEQUOIT COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM TO ALLOCATE FUNDS AWARDED THROUGH THE CARES ACT

On a motion made by Councilmember **Wehner,** seconded by Councilmember **Romeo**, a resolution was adopted **authorizing the adoption of an amendment to the Irondequoit 2019-20 Community Development Block Grant (CDBG) Annual Plan to allocate CARES Act funding as follows: $339,283 for a Revitalizing Irondequoit Small Business Economy (RISE) grant program and $200,000 for a COVID-19 Community Action Fund to help not-for-profit entities that are assisting residents affected by COVID-19.**

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2020-155

APPROVAL OF MINUTES:

On a motion made by Councilmember **Romeo,** seconded by Councilmember **Freeman,** the minutes from the **May 12, 2020 Workshop Meeting** were approved.

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

On a motion made by Councilmember **Wehner,** seconded by Councilmember **Freeman,** the minutes from the **May 19, 2020 Regular Town Board Meeting** were approved.

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

ITEMS FOR BOARD ACTION:
6A2020-2 RESOLUTION AUTHORIZING A SETTLEMENT AGREEMENT WITH ARC CAFEHLD001, LLC AND VEREIT, INC.

On a motion made by Councilmember **Freeman,** seconded by Councilmember **Perticone,** a resolution was adopted **approving the settlement agreement with ARC CAFEHLD001, LLC AND VEREIT, INC.**

Assessor Amy Jorstad stated that this was a settlement for a former fast food restaurant on E. Ridge Road. The property has been vacated by Arby's and purchased recently. The former owner brought the initial certiori in for 2019 and 2020. The settlement is for $325,000 for 2019 and the new owner, who purchased the property for $175,000, agreed to an assessment of $222,800 for 2020. Assessor Jorstad noted that this is a reasonable assessment for this property.

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2020-156

6A2020-3 RESOLUTION AUTHORIZING A SETTLEMENT AGREEMENT WITH PROVIDENCE ST. SALOME HOUSING DEVELOPMENT FUND COMPANY, INC.

On a motion made by Councilmember **Romeo,** seconded by Councilmember **Wehner,** a resolution was adopted **approving a settlement with Providence St. Salome Housing Development Fund Company, Inc.**

Assessor Amy Jorstad stated that this was a settlement for an afforable housing development on Culver Road. The settlement is for 2019 only. The Town has agreed to reduce the 2019 assessment to a previously agreed upon amount. This property has a PILOT Agreement with it so the assessment will not affect Town and County taxes or School taxes, just charges for Special Districts.

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2020-157

6A2020-4 RESOLUTION REGARDING STATE ENVIRONMENTAL QUALITY REVIEW ACT COMPLIANCE IN THE MATTER OF REZONING 2732 CULVER ROAD

On a motion made by Councilmember **Romeo,** seconded by Councilmember **Perticone,** a resolution was adopted **authorizing the adoption of a Negative Declaration for the rezoning of the Property and determining that no Environmental Impact Statement is required**

Supervisor Seeley noted that this resolution considers the rezoning of 2732 Culver Road, St. Cecelia's Church, from R-2 Residential to R-5 Residential in order to allow the senior housing development to move forward. A Public Hearing was held in May. This development goes along with the goals of the Comprehensive Master Plan, to diversify the housing stock in Irondequoit. Director of Community Development Kerry Ivers then reviewed the State Environmental Quality Review Act Compliance in this matter. The applicant completed Part 1 and the Town completed Parts 2 and 3 of the Environmental Assessment Form. She noted that there were no significant or moderate adverse environmental impacts identified with the examination. She reviewed some areas of potential concern that were studied. One concern was traffic but as the development is for senior housing, the number of trips connected to this project is low. This type of housing is strongly supported in the Town's Comprehensive Master Plan, and it will meet the current and future needs of the Town's growing senior population. With respect to energy and utility issues, these can easily be accommodated, along with emergency response services. As the proposed action will not result in any significant adverse environmental impacts, a Negative Declaration is recommended and no Environmental Impact Statement is required for purposes of SEQRA. Councilmember Freeman commented that she appreciated the applicant completing Part 1 of the Environmental Assessment Form, which was not required, in order to be transparent and open with the application.

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2020-158

6A2020-5 RESOLUTION APPROVING AN APPLICATION ON THE MATTER OF REZONING 2732 CULVER ROAD FROM R-2 RESIDENTIAL TO R-5 RESIDENTIAL

On a motion made by Councilmember **Freeman,** seconded by Councilmember **Perticone,** a resolution was adopted **authorizing the adoption of the rezoning and adopting Local Law 1 of 2020 amending the Official Zoning Map of the Town of Irondequoit to rezone 2732 Culver Road from R-2 Residential to R-5 Residential.**

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2020-159

6A2020-6 RESOLUTION CALLING FOR A PUBLIC HEARING ON THE MATTER OF GRANTING A SPECIAL USE PERMIT FOR 2002 E. RIDGE ROAD IN A C-BUSINESS DISTRICT

On a motion made by Councilmember **Freeman,** seconded by Councilmember **Wehner,** a resolution was adopted **scheduling a Public Hearing on the Special Use Permit application for July 21, 2020 at 7:35 PM and referring the application to the Planning Board for its reference and report.**

Supervisor Seeley asked for an amendment to correct the address of the property in this Resolution from 2002 E. Ridge Road to 2012 E. Ridge Road.

On a motion made by Councilmember **Freeman**, seconded by Councilmember **Romeo,** the title of the Resolution was amended to read as follows:

6A2020-6 EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD CALLING FOR A PUBLIC HEARING ON THE MATTER OF GRANTING A SPECIAL USE PERMIT FOR 2012 E. RIDGE ROAD IN A C-BUSINESS (C) DISTRICT

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Director of Community Development Kerry Ivers reviewed this resolution stating that the property consists of three separate structures on one lot. The applicant is proposing to convert the first floor from retail space to a residential dwelling unit to create a multi-family structure at 2012 E. Ridge Road. A Special Use Permit is required in order to do this. The Public Hearing will be held on July 21, 2020 at the Town Hall. This resolution accepts the application and refers the matter onto the Planning Board for its review and comments.

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2020-160

6A2020-7 RESOLUTION AUTHORIZING CAPITAL LEASE FINANCING AGREEMENT WITH KEY GOVERNMENT FINANCE FOR ONE CASE-CONSTRUCTION BACKHOE LOADER WITH HAMMER ASSEMBLY EQUIPMENT FOR THE BUREAU OF PUBLIC WORKS

On a motion made by Councilmember **Romeo,** seconded by Councilmember **Freeman,** a resolution was adopted **authorizing the Supervisor to enter into the Lease in an amount not to exceed $113,439.**

Comptroller Diana Marsh stated that this resolution would allow the Supervisor to enter into a lease agreement with Key Government Finance for the purchase of a case-construction backhoe loader with hammer assembly equipment for the Bureau of Public Works for a total cost of $123,708. This purchase was approved by Resolution No. 2020-042 and financing was authorized by Resolution 2020-153.

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2020-161

6A2020-8 RESOLUTION DECLARING SURPLUS VEHICLES AND AUTHORIZING THE AUCTION OF SAID VEHICLES

On a motion made by Councilmember **Freeman,** seconded by Councilmember **Wehner,** a resolution was adopted **declaring said Equipment listed on Addendum "A" as surplus and authorizing the Town Supervisor to execute and deliver to Roy Teitsworth, Inc. such documentation as necessary to auction said Equipment.**

Chief of Police Alan Laird stated that the two vehicles listed on Addendum "A" are no longer needed and will be sent to auction

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2020-162

6A2020-9 RESOLUTION CALLING FOR A PUBLIC HEARING IN THE MATTER OF CONSOLIDATED SEWER DISTRICT EXTENSION TO INCLUDE 166 ST. JOSEPH ST.

On a motion made by Councilmember **Romeo,** seconded by Councilmember **Wehner,** a resolution was adopted **scheduling a Public Hearing for the extension of the Consolidated Sanitary Sewer District to include 166 St. Joseph Street for July 21, 2020 at 7:36 PM.**

Commissioner of Public Works Robert Kiley stated that for any property currently on septic and wishing to tie into the Consolidated Sanitary Sewer District, a Public Hearing must be held to hear any comments from the public.

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2020-163

6A2020-10 RESOLUTION CALLING FOR A PUBLIC HEARING IN THE MATTER OF CONSOLIDATED SEWER DISTRICT EXTENSION TO INCLUDE 137 SENECA PARK AVENUE

On a motion made by Councilmember **Romeo**, seconded by Councilmember **Wehner,** a resolution was adopted **scheduling a Public Hearing for the extension of the Consolidated Sanitary Sewer District to include 137 Seneca Park Avenue for July 21, 2020 at 7:37 PM.**

Commissioner of Public Works Robert Kiley stated that these two properties are adjacent to each other.

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2020-164

6A2020-11 RESOLUTION DECLARING CERTAIN EQUIPMENT AS SURPLUS PROPERTY

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

Commissioner of Public Works Robert Kiley explained that the items set forth in Addendum "A" are several years old and no longer used by the Town. The items will be auctioned at the online municipal auction to occur in July and August 2020.

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2020-165

6A2020-12 RESOLUTION AUTHORIZING THE SUPERVISOR TO ENTER INTO AN AGREEMENT TO PROVIDE WATER TREATMENT SERVICES FOR TOWN FACILITIES

On a motion made by Councilmember **Freeman,** seconded by Councilmember **Wehner,** a resolution was adopted **authorizing the Supervisor to enter into a contract with Feedwater Treatment Systems, Inc. in the amount of $3,500 per year for a two-year term.**

Commissioner of Public Works Robert Kiley explained that after reviewing the current contract, he sought to requote this service. As a result, the Town will be saving a significant amount of money. The Town will need to enter into a contract with Feedwater Treatment Sysytems, Inc. in the amount of $3,500 annually for a two-year term.

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2020-166

6A2020-13 RESOLUTION AUTHORIZING THE DESIGNATION OF A STORMWATER MANAGEMENT OFFICER FOR THE TOWN

On a motion made by Councilmember **Romeo,** seconded by Councilmember **Wehner,** a resolution was adopted **approving the Commissioner of Public Works or his/her designee to be designated as the Stormwater Management Officer for the Town of Irondequoit.**

Commissioner of Public Works Robert Kiley explained that this resolution will designate the Commissioner of Public Works, or designee, to be the Stormwater Management Officer for the Town. This Officer will perform the requirements under the NYS Municipal Storm Sewer System.

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2020-167

6A2020-14 RESOLUTION AUTHORIZING THE SUPERVISOR TO EXECUTE THE FIRST AMENDMENT TO PROJECT SCHEDULE OF THE IRONDEQUOIT COMMUNITY CENTER

On a motion made by Councilmember **Freeman,** seconded by Councilmember **Wehner,** a resolution was adopted **authorizing the Supervisor to execute the First Amendment to the Project Schedule of the Irondequoit Community Center.**

Commissioner of Public Works Robert Kiley stated that the Town has a lease with the owner of Skyview on the Ridge, Angelo Ingrassia, to construct a new Community Center on a portion of that location. Earlier this year, the Town adopted a Project Schedule which describes where, how and when the Town will be installing items in the space. There were some variables that were not known at that time and the Town would like to amend the Schedule to reflect these unforeseen costs that have arisen since the commencement of construction of the Community Center.

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2020-168

6A2020-15 RESOLUTION ACCEPTING THE RENEWAL FOR INCLUSIVE RECREATION SERVICES

On a motion made by Councilmember **Freeman**, seconded by Councilmember **Wehner,** a resolution was adopted **approving the extension of Rochester Accessible Adventures to provide inclusive recreation consultant and support services to the Recreation Department in the amount of $6,750 from July 1, 2020 through June 30, 2021 and authorizing the Town Supervisor to execute any and all documents related to this agreement.**

Director of Recreation Katrina Hall commented that this contract was entered into last year with Rochester Accessible Adventures in the amount of $13,500 for a one-year term ending June 30, 2020, with two additional one-year optional renewals at the rate of $6,750 each year. The Town wishes to extend this contract through June 30, 2021. Anita from Rochester Accessible Adventures will give a presentation at the July Workshop to discuss what the Town is working on.

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2020-169

6A2020-16 RESOLUTION AUTHORIZING JOULE ASSETS, INC. TO SOLICIT BIDS FOR SUPPLY OF ELECTRICITY FROM RENEWABLE SOURCES AND APPROVING AN ELECTRICITY SUPPLY AGREEMENT

On a motion made by Councilmember **Wehner,** seconded by Councilmember **Freeman,** a resolution was adopted **authorizing the Program Manager to issue a Supply RFP with bids to be evaluated based upon compliance with the specifications of the Supply RFP and approving the Electricity Supply Agreement.**

Supervisor Seeley stated that for over two years now, the Town has been working on a Community Choice Aggregation Program that allows for aggregated procurement of an electricity supply on behalf of Town residents. A Local Law was adopted in 2018; in 2019, Joule Assets was selected as Program Administrator to manage the energy procurement process, prepare and issue the Supply RFP and make recommendations for award to the Town. At this time, the Town is ready to obtain competitive bids from electricity suppliers. Supervisor Seeley noted that at this time, the energy market is down. The Town will wait and see how the market plays out. The Town is bound to proceed forward with the bidding process. Attorney Dean noted that the 12-month historic average price of electricity in this region has been 2.79 cents per kilowatt hour. Joule Assets is unsure if a bid will come in under that rate.

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2020-170

Next Board meetings are:

Tuesday, July 14, 2020	Workshop Meeting @ 4 PM
Tuesday, July 21, 2020	Regular Town Board Meeting @ 7 PM

(Locations to be determined)

On a motion made by Councilmember **Romeo,** seconded by Councilmember **Wehner,** the Regular Town Board Meeting was adjourned at 8:14 PM.

UPON VOTING MOTION WAS UNANIMOUSLY APPROVED

Respectfully submitted,

Barbara J. Genier

Barbara J. Genier

Resolution No. 2020- _____

EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION APPROVING A SPECIAL USE PERMIT FOR 2012 E. RIDGE ROAD IN A C- BUSINESS DISTRICT.

At the regular meeting of the Town Board of the Town of Irondequoit, Monroe County, New York held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 21st day of July 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, Michael Alesi, owner of Lilac Properties/2002 East Ridge LLC, has submitted an application to obtain a special use permit at 2012 E. Ridge Road in a C - Business District to convert the first floor from retail space to a residential dwelling unit to create a multi-family structure, which requires a special use permit pursuant to section §235-28(A) of the Town of Irondequoit Code;

WHEREAS, the Application was reviewed and discussed at the Town Planning Board Workshop held on July 13, 2020 and the Town Planning Board issued comments and a report on the issuance of a Special Use Permit to the Town Board dated July 16, 2020 recommending the a Positive Referral of the Special Use Permit with the recommendation that the applicant be required to complete a Site Plan review to the Planning Board due to parking, signage and façade concerns.;

WHEREAS, a public hearing was held by the Town Board, pursuant to Section 274-b of New York State Town Law, on July 21, 2020 at the Irondequoit Town Hall, 1280 Titus Avenue, in the Town of Irondequoit, New York, at 7:35pm, where the facts in support of the requested Special Use Permit were presented and where public input was received and thereafter the public hearing was closed (the "Public Hearing"); and

WHEREAS, pursuant to the New York State Environmental Quality Review Act and its implementing regulations (collectively, "SEQRA"), the Special Use Permit is classified as a Type II Action pursuant to 6 NYCRR § 617.5(c)(18) (reuse of a residential or commercial structure, or of a structure containing mixed residential and commercial uses, where the residential or commercial use is a permitted use under the applicable zoning law or ordinance,

including permitted by special use permit, and the action does not meet or exceeds any of the thresholds in section 617.4 of this Part) and no SEQRA review is required.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby approves the Special Use Permit/disapproves the Special Use Permit/approves the Special Use Permit with the following conditions_____.

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

a town for a lifetime
IRONDEQUOIT New York

TO: The Honorable Town Board

FROM: Kerry Ivers, Director of Development Services
Division of Planning & Zoning

DATE: July 16, 2020

SUBJECT: **SPECIAL USE PERMIT – 2012 E. Ridge Road.**

At their regularly scheduled workshop meeting on Monday, July 13, 2020, the Planning Board reviewed the matter of request by Michael Alesi, for a **SPECIAL USE PERMIT**, to convert the first floor from retail space to a residential dwelling unit to create a multi-family structure, on premises **2012 EAST RIDGE ROAD**, in a C- Business District.

On Motion by Board Member BLOCCHI, Seconded by Board Member EVELAND, motion carried: 7 Aye, 0 Nay, 0 Absent, 0 Abstained:

The Planning Board offered a POSITIVE REFERRAL to the Town Board with the recommendation that the applicant be required to complete a Site Plan review to the Planning Board to address issues related parking, signage and façade.

KI/mkn

Resolution No. 2020-_____

EXTRACT OF MINUTES OF MEETING OF TOWN BOARD APPROVING THE EXTENSION OF THE CONSOLIDATED SEWER DISTRICT TO INCLUDE 166 ST. JOSEPH ST

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 21st day of July 2020 at 7:00 p.m.; 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 of the Town of Irondequoit proposes to extend the Consolidated Sewer District to 166 St. Joseph St, Tax ID No. 067.18-1-5; and

WHEREAS, the Town Board determines that extension of sewer services to 166 St. Joseph St is a Type II action pursuant to 6 NYCRR § 617.5(c)(13) (extension of utility services in approved subdivision) and 6 NYCRR § 617.5(c)(11) (provision of necessary utility connections), and therefore no further review pursuant to the New York State Environmental Quality Review Act is required (6 NYCRR § 617.5(a)); and

WHEREAS, the Town Board of the Town of Irondequoit at a Regular Meeting June 16, 2020 called for a public hearing to be held on July 21, 2020 at 7:36 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; (ii) that the petition for said extension was signed, and authorized or proved or authenticated as required by law and is otherwise sufficient; (iii) that all property and property owners within the proposed extension are benefitted thereby; (iv) that all property and property owners benefitted are included within the extension; and (v) that such extension is in the public interest.

NOW, THEREFORE, BE IT RESOLVED that the Town Board hereby approves the extension of the Consolidated Sewer District to include 166 St. Joseph St, the total construction costs of which shall be paid for by the owner of 166 St. Joseph St., Tax ID No. 067.18-1-5.

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 _____

Resolution No. 2020-_____

EXTRACT OF MINUTES OF MEETING OF TOWN BOARD APPROVING THE EXTENSION OF THE CONSOLIDATED SEWER DISTRICT TO INCLUDE 137 SENECA PARK BLVD

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 21st day of July, 2020 at 7:00 p.m.; 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 of the Town of Irondequoit proposes to extend the Consolidated Sewer District to 137 Seneca Park Blvd, Tax ID No. 067.17-1-9; and

WHEREAS, the Town Board determines that extension of sewer services to 137 Seneca Park Blvd is a Type II action pursuant to 6 NYCRR § 617.5(c)(13) (extension of utility services in approved subdivision) and 6 NYCRR § 617.5(c)(11) (provision of necessary utility connections as provided in paragraph (13) of this subdivision), and therefore no further review pursuant to the New York State Environmental Quality Review Act is required (6 NYCRR § 617.5(a)); and

WHEREAS, the Town Board of the Town of Irondequoit at a Regular Meeting June 16, 2020 called for a public hearing to be held on July 21, 2020 at 7:37 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; (ii) that the petition for said extension was signed, and authorized or proved or authenticated as required by law and is otherwise sufficient; (iii) that all property and property owners within the proposed extension are benefitted thereby; (iv) that all property and property owners benefitted are included within the extension; and (v) that such extension is in the public interest.

NOW, THEREFORE, BE IT RESOLVED that the Town Board hereby approves the extension of the Consolidated Sewer District to include 137 Seneca Park Blvd, the total construction costs of which shall be paid for by the owner of 137 Seneca Park Blvd., Tax ID No. 067.17-1-9.

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 _____

Resolution No. 2020- _____

EXTRACT OF MINUTES OF A REGULAR MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION APPROVING THE PERMANENT APPOINTMENT OF A PART TIME SCHOOL TRAFFIC GUARD IN THE IRONDEQUOIT POLICE DEPARTMENT

At the regular meeting of the Town Board of the Town of Irondequoit, Monroe County, New York held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 21 st day of July 2020 at 7:00 P.M. local time: there were

PRESENT:

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

Town Board Member _____offered the following resolution and moved its adoption:

WHEREAS, due to a vacancy, there is an opening for a part time School Traffic Guard in the Irondequoit Police Department; and

WHEREAS, the School Traffic Guard Coordinator has interviewed several qualified candidates and has chosen to hire Ronald Johnson as a part time School Traffic Guard; and

NOW, THEREFORE BE IT RESOLVED, that the Town Board approves the appointment of Ronald Johnson as a part time School Traffic Guard at an hourly rate of $11.80 to be paid from budget code 001.3120.0105.1100.

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

Resolution No. 2020- _____

EXTRACT OF MINUTES OF A REGULAR MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION APPROVING THE PERMANENT APPOINTMENT OF A PART TIME SCHOOL TRAFFIC GUARD IN THE IRONDEQUOIT POLICE DEPARTMENT

At the regular meeting of the Town Board of the Town of Irondequoit, Monroe County, New York held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 21st day of July 2020 at 7:00 P.M. local time: there were

PRESENT:

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

Town Board Member _____offered the following resolution and moved its adoption:

WHEREAS, due to a vacancy, there is an opening for a part time School Traffic Guard in the Irondequoit Police Department; and

WHEREAS, the School Traffic Guard Coordinator has interviewed several qualified candidates and has chosen to hire Scott Sigel as a part time School Traffic Guard; and

NOW, THEREFORE BE IT RESOLVED, that the Town Board approves the appointment of Scott Sigel as a part time School Traffic Guard at an hourly rate of $11.80 to be paid from budget code 001.3120.0105.1100.

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

Resolution No. 2020- _____

EXTRACT OF MINUTES OF A REGULAR MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION APPROVING THE PERMANENT APPOINTMENT OF A PART TIME SCHOOL TRAFFIC GUARD IN THE IRONDEQUOIT POLICE DEPARTMENT

At the regular meeting of the Town Board of the Town of Irondequoit, Monroe County, New York held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 21st day of July 2020 at 7:00 P.M. local time: there were

PRESENT:

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

Town Board Member _____offered the following resolution and moved its adoption:

WHEREAS, due to a vacancy, there is an opening for a part time School Traffic Guard in the Irondequoit Police Department; and

WHEREAS, the School Traffic Guard Coordinator has interviewed several qualified candidates and has chosen to hire Margaret K. Meisenzahl as a part time School Traffic Guard; and

NOW, THEREFORE BE IT RESOLVED, that the Town Board approves the appointment of Margaret K. Meisenzahl as a part time School Traffic Guard at an hourly rate of $11.80 to be paid from budget code 001.3120.0105.1100.

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

Resolution No. 2020- _____

EXTRACT OF MINUTES OF A REGULAR MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION APPROVING THE PERMANENT APPOINTMENT OF A DEPUTY COURT CLERK IN THE IRONDEQUOIT JUSTICE COURT

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 21st day of July 2020 at 7:00 P.M. local time: there were

PRESENT:

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

Town Board Member _____offered the following resolution and moved its adoption:

WHEREAS, due to a retirement, there is an opening for a Deputy Court Clerk in the Irondequoit Justice Court; and

WHEREAS, the Deputy Court Clerk position is classified as an EXEMPT position therefore no Civil Service Testing is required; and

WHEREAS, the Court Administrator has interviewed several qualified candidates and has chosen to appoint Tuong-Vi'Toria Nguyen as a Deputy Court Clerk and

NOW, THEREFORE BE IT RESOLVED, that the Town Board approves the appointment of Tuong-ViToria Nguyen as a Deputy Court Clerk at an annual rate of $33.033. to be paid from budget code 001.1110.0103.1100.

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

Resolution No. 2020-

EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION FILLING A CONSERVATION BOARD VACANCY

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 21st day of July 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; there is a vacancy that exists currently on the Irondequoit Conservation Board; and

WHEREAS, the Town Board desires to appoint Noelle W. Conderman to the Conservation Board to serve a term with an expiration date of December 31, 2021.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Irondequoit hereby approves the appointment~~s~~ of:

Noelle W. Conderman Conservation Board Member Term Expires: December 31, 2021

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	_____

Resolution No. 2020- _____

EXTRACT OF MINUTES OF A REGULAR MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION APPROVING THE PERMANENT APPOINTMENT OF A SECRETARY TO THE PLANNING BOARD

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 21ST day of July 2020 at 7:00 P.M. local time: there were

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

Town Board Member _____offered the following resolution and moved its adoption:

WHEREAS, due to a resignation, there is an opening for a full time Secretary to the Planning Board; and

WHEREAS, the Secretary to the Planning Board position is classified as an EXEMPT position therefore no Civil Service Testing is required; and

WHEREAS, the Director of Development Services has interviewed several qualified candidates and recommends hiring Susan Donovan; and

NOW, THEREFORE BE IT RESOLVED, that the Town Board authorizes the hiring of Susan Donovan as a full time Secretary to the Planning Board at an hourly rate of $15.90 to be paid from budget code 001.3620.0100.1100.

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	_____

Resolution No. 2020- _____

EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD CALLING FOR A PUBLIC HEARING ON THE MATTER OF GRANTING A SPECIAL USE PERMIT FOR 1233 & 1267 E RIDGE ROAD IN A M-MANUFACTURING DISTRICT

At the regular meeting of the Town Board of the Town of Irondequoit, Monroe County, New York held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 21st day of July 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, upon the matter of request by BME Associates, acting as agent, for a Special Use Permit, to redevelop a single-use commercial building into a mixed-use commercial building located at 1233 & 1267 E. Ridge Road (the "Project"), with related site improvements; and

WHEREAS, under § 235-36.1(J) of the Irondequoit Town Code, more than one commercial use on a parcel requires a Special Use Permit in the M-Manufacturing District; and

WHEREAS, such Special Use Permit may be approved by the Irondequoit Town Board pursuant to Town Law § 274-b; and

WHEREAS, pursuant to Town Law § 271(14)(a), the Town Board may by resolution provide for the reference of any matter or class of matters to the Planning Board before final action is taken thereon.

NOW, THEREFORE, BE IT RESOLVED, the Town Board shall hold a public hearing on this Special Use Permit application on **August 18, 2020 at 7:35 p.m.** at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit.

AND, THEREFORE, BE IT FURTHER RESOLVED, that the Town Board refers the application for a Special Use Permit for 1233 & 1267 E. Ridge Road to the Planning Board for its reference and report thereon, which report the Town Board requests to be so provided at or

after the public hearing scheduled for August 18, 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	Freeman	voting	_____
Town Board Member	Romeo	voting	_____
Town Supervisor	Seeley	voting	_____

BME ASSOCIATES
ENGINEERS • SURVEYORS • LANDSCAPE ARCHITECTS

July 8, 2020

Kerry Ivers
Director of Development Services
Town of Irondequoit
1280 Titus Avenue
Rochester, NY 14617

Re: 1233 & 1267 E. Ridge Road **2686**
Special Use Permit Application
T.A. #091.08-2-81 & 091.08-2-82

Dear Kerry:

On behalf of the property owners and applicant, we submit the enclosed application for a Special Use Permit for the re-development of the properties located at 1233 and 1267 E. Ridge Road. We would request that the Town Board considers this application at their July 21, 2020 meeting and set a public hearing date for August 18, 2020. For your use, we submit eighteen (18) sets of the following application materials:

- Letter of Intent
- Site Plan (BME Dwg. 2686-04)
- Town Board Application Form
- Short Form EAF Part 1
- Aerial Photo Exhibit
- Property Deeds (proof of ownership)

The subject property totals 1.52 acres and consists of two tax parcels, which will be combined into one parcel. The property is located at the southeast corner of East Ridge Road and Portland Avenue, and is zoned M-Manufacturing District.

The corner parcel at 1233 E. Ridge Road is 1.14 acre in size and contains an existing 11,000 SF retail building, the former Rite Aid store. The second parcel, immediately to the east, at 1267 E. Ridge Road is 0.38 acre in size and contains the former Ridge Rattan retail store. The existing Rite Aid building will remain and re-purposed. The building at 1267 E. Ridge Road will be demolished and a new structure built.

The proposed re-development of the properties would be for a total of 13,500 SF of retail and restaurant space. The 11,000 SF former Rite Aid building would be re-developed with two restaurants (±5,000 SF) and retail space (±6,000 SF). The existing drive-thru on the east end of the building will remain. A second new building would be constructed for a 2,500 SF stand-alone restaurant. The retail uses proposed are allowed in the M-Manufacturing District per Section 235-36A-13 of the Town Zoning Ordinance. The proposed restaurant uses are a Special Permitted Use in the district per Section 235-36.1.H of the Zoning Ordinance.

This Special Use Permit application is for three proposed fast-casual restaurants. This application is prepared as outlined in Article XVI, Section 235-91 of the Town Code. Two restaurants would be located in the former Rite Aid building, a 3,000 SF space at the west end of the building, and a 2,000 SF space at

the east end of the building, including the existing drive-thru. The third restaurant space will be a new build on the 1267 E. Ridge Road site. Outdoor seating would be provided as depicted on the enclosed Site Plan.

The re-development would consist of minor parking improvements on the 1233 parcel, and a complete re-model of the building façade. Architectural elevations for the façade re-model will be submitted under separate cover for your review. The building footprint will remain unchanged at 11,000 SF. The existing curb cut will remain on Portland Avenue and the curb cut will be closed to E. Ridge Road. For #1267, the site will be re-configured for the new building footprint and its associated parking. The existing curb cut will remain and cross access will exist between #1233 & #1267 E. Ridge Road as the lots will be combined into one tax parcel. Pedestrian connections will be provided to the street sidewalk system.

As this is a re-development project, the application meets the criteria for Special Permits as outlined in Sections 235-92A and 235-92B of the Code. This includes access, traffic, compatibility with the surrounding area, meeting zoning district criteria, and utilizing existing utility services.

The introduction of the restaurant uses will not be detrimental to the neighborhood, create an undue hazard or be an inappropriate use for the area. In fact, this proposed re-development will continue a positive trend for the neighborhood. The project will take two under utilized properties and introduce new economic and social viability to this intersection. The restaurant uses encourage social interaction and can be a focal point for this intersection and neighborhood. The uses are also compatible with other restaurant uses in this corridor; this application is not introducing a new or foreign use into the area.

We request the Town Board to consider this request and schedule a public hearing for August 18, 2020. As part of the process, we would request the plan is referred to the Planning Board for a review and recommendation on the use request, and also to the Monroe County Department of Planning for a 239-M referral. We acknowledge that this proposal is subject to a separate and independent site plan application and review before the Planning Board. The applicant intends to submit the site plan application on July 21, 2020 for the Planning Board's August 24th meeting.

The proposed Special Use Permit application is an Unlisted Actual pursuant to SEQRA. We have prepared Part I of the Short Form EAF and it is enclosed for your use to conduct the SEQRA process for this specific application.

If you require any additional information concerning this application, please contact our office.

Sincerely,
BME ASSOCIATES

Peter G. Vars, P.E.

PGV:blr

Encl.

c: Ridge Portland Rochester, LLC

TOWN OF IRONDEQUOIT
APPLICATION TO THE TOWN BOARD

PROJECT ADDRESS 1233 & 1267 E. Ridge Road

TOTAL AREA OF PROJECT SITE +/-1.52 acres

TAX ID NO. 091.08-2-81 091.08-2-82 **ZONING DISTRICT** M - Manufacturing

PROPERTY OWNER (Print) Ridge Portland Rochester LLC (#1233) 1267 E. Ridge Holdings LLC (#1267) **PHONE** (585) 454-4500

ADDRESS 1657 East Avenue **ZIP CODE** 14610

E-MAIL ADDRESS **FAX NO.** N/A

APPLICANT (Print) Ridge Portland Rochester LLC **PHONE** (585) 454-4500

ADDRESS 1657 East Avenue, Rochester, NY **ZIP CODE** 14610

E-MAIL ADDRESS **FAX NO.** N/A

AGENT BME Associates **PHONE** (585) 377-7360

ADDRESS 10 Lift Bridge Lane East, Fairport, NY **ZIP CODE** 14450

E-MAIL ADDRESS pvars@bmepc.com **FAX NO.** N/A

DESCRIPTION OF PROJECT Re-development of the +/-11,000 SF Rite Aid building at #1233 into a mix of retail and restaurant uses, and construction of a new +/-2,500 SF restaurant at #1267. Retail is a permitted use per 235-36A-13, and the restaurant use requires a Special Use Permit per 235-36.1.H and 235-91

APPLICANT (or Agent) SIGNATURE BME Assoc. **DATE** 7.8.2020
(Agent for Ridge Portland Rochester LLC)

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

REMARKS:

FEE $ **DATE OF HEARING**

CASE NO. **OTHER BOARD REFERRALS**

DATES

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

BME ASSOCIATES

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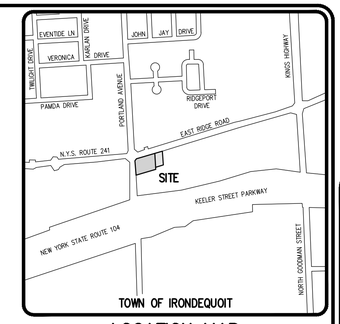
Scale:
1"=40'

1233/1267 EAST RIDGE ROAD

Aerial Exhibit

Town of Irondequoit, Monroe County, New York

P:\2686\Drawings\Final\2686 Layout Base.dwg



LOCATION MAP

NOT TO SCALE

SITE NOTES:

1. PROJECT AREA: 1.52 ACRES
   1233 EAST RIDGE ROAD; T.A. No. 091.08-2-82; A=1.136 ACRES
   1267 EAST RIDGE ROAD; T.A. No. 091.08-2-81; A=0.384 ACRES
2. EXISTING ZONING: MANUFACTURING (M)
3. EXISTING USE: EXISTING COMMERCIAL BUILDINGS
4. PROPOSED USE(S):
   RESTAURANT USE: 7,500 SF (5,000 SF EXISTING + 2,500 SF PROPOSED)*
   RETAIL: 6,000 SF (PER SECTION 235-36A-13)

   * A SPECIAL USE PERMIT WILL BE REQUIRED FOR RESTAURANT USE PER SECTION 235-36-1.H.
5. LOT STANDARDS:

	REQUIRED	EXISTING	PROPOSED
MINIMUM LOT WIDTH	100'	±234'	±332'
MINIMUM LOT DEPTH	200'	±173'	±172'
MINIMUM LOT AREA	20,000 SF	49,484 SF (1.136 AC)	66,211 SF (1.52 AC)
SETBACKS:			
FRONT	50'	37.6' (#1267)	50'
SIDE	10'	5.5' (#1267)	10'
REAR	60'	3.5' (#1267)	10'*
CORNER LOT	50' ON ROAD FRONTAGES	70' (RIDGE ROAD) ±65' (PORTLAND AVE)	70' (RIDGE ROAD) ±65' (PORTLAND AVE)
MAX BUILDING HEIGHT	45'	< 45'	< 45'
MAX BLDG. COVERAGE	33.3%	29.6%	±20.8%
MAX IMPERVIOUS AREA	80%	87.8%	±87.1%**

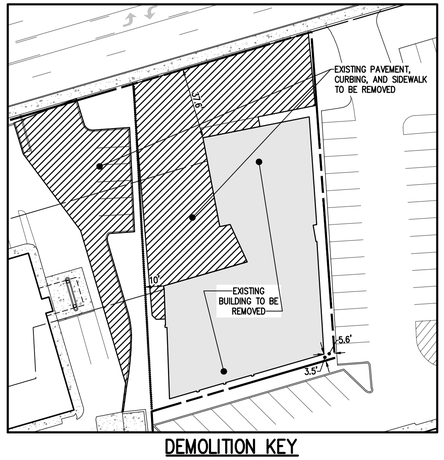
   * AN AREA VARIANCE TO ALLOW THE REDUCED REAR SETBACK WILL BE REQUIRED FROM THE ZONING BOARD OF APPEALS

   ** AN AREA VARIANCE TO ALLOW GREATER THAN 80% MAXIMUM IMPERVIOUS COVERAGE WILL BE REQUESTED FROM THE ZONING BOARD OF APPEALS.

6. PARKING:

	REQUIRED	EXISTING	PROPOSED
SIT-IN/TAKEOUT RESTAURANT	1 SP/100 SF 7,500 SF @ 1 SP/100=75 SPACES		
RETAIL	4.5 SP/1,000 GLA 6,000 SF @ 4.5 SP/1,000=27 SPACES	51 SPACES (#1233) ±4 SPACES (#1267)	
	TOTAL: 102 SPACES	TOTAL: 55 SPACES	TOTAL: 84 SPACES***
SPACE DIMENSIONS	9' X 18'		9' X 18'

   *** A VARIANCE TO REDUCE THE REQUIRED NUMBER OF PARKING SPACES WILL BE REQUESTED FROM THE ZONING BOARD OF APPEALS.
7. PROPOSED BUILDINGS SHOWN ON THE PLAN ARE GRAPHICAL REPRESENTATIONS ONLY.
8. ALL IMPROVEMENTS SHALL BE IN ACCORDANCE WITH THE MOST RECENT STANDARDS AND SPECIFICATIONS OF THE TOWN OF IRONDEQUOIT AND THE APPROPRIATE MONROE COUNTY AND NEW YORK STATE AGENCIES, UNLESS OTHERWISE NOTED.



DEMOLITION KEY

1"=40'

LEGEND

- BOUNDARY LINE
- PROPOSED LOT LINE
- CENTERLINE
- SETBACK LINE
- EXISTING EASEMENT LINE
- PROPOSED EASEMENT LINE

GRAPHIC SCALE

20 0 10 20 40

(IN FEET)
1 inch = 20 ft.

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BME Associates

Drawing Alteration
The following is an excerpt from the New York State Education Law Article 145 Section 7209 and applies to this drawing:
"It is a violation of this law for any person, unless he is acting under the direction of a licensed professional engineer or land surveyor to alter any item in any way. If an item bearing the seal of an engineer or land surveyor is altered, the altering engineer or land surveyor shall affix to the item his seal and the notation "altered by" followed by his signature and the date of such alteration, and a specific description of the alteration."

7			
6			
5			
4			
3			
2			
1	REVISIONS	DATE	BY

BME ASSOCIATES
ENGINEERS • SURVEYORS • LANDSCAPE ARCHITECTS
10 LIFT BRIDGE LANE EAST
FAIRPORT, NEW YORK 14450
WWW.BMEPC.COM
PHONE 585-377-7360
FAX 585-377-7309

STATE OF NEW YORK • MICHAEL C. BOGOJEVSKI • 095957 • LICENSED PROFESSIONAL ENGINEER

PROJECT: 1233/1267 EAST RIDGE ROAD
LOCATION: TOWN OF IRONDEQUOIT, MONROE COUNTY, NEW YORK STATE
CLIENT: RIDGE PORTLAND ROCHESTER LLC
1657 EAST AVENUE
ROCHESTER, NY 14610
DRAWING TITLE: SITE PLAN

PHELPS & GORHAM PURCHASE, TOWNSHIP 14, RANGE 7, TOWN LOT 39, TAX MAP NUMBER 091.08-2-81 & 091.08-2-82

PROJECT MANAGER	P VARS
PROJECT ENGINEER	M BOGOJEVSKI
DRAWN BY	M SERENI
SCALE	1"=20'
DATE ISSUED	JULY 8, 2020
PROJECT NO.	2686
DRAWING NO.	04

NOT APPROVED

This plan has not received final approval of all reviewing agencies. This plan is subject to revisions until all approvals are obtained and should not be used for construction purposes.

Short Environmental Assessment Form
Part 1 - Project Information

Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information

Name of Action or Project:

1233 and 1267 East Ridge Road

Project Location (describe, and attach a location map):

1233 and 1267 East Ridge Road, Irondequoit, NY

Brief Description of Proposed Action:

Special Use Permit application to the Town Board to allow for a restaurant use in the Manufacturing (M) zoning district. The overall project includes restaurant and retail uses in the existing building at 1233 East Ridge Road, and removing the existing commercial buildings located at 1267 East Ridge Road for a proposed +/-2,500 sf restaurant use building. Project will include the necessary site and parking improvements, along with utility services for the renovated and new buildings.

Name of Applicant or Sponsor:	Telephone: 585-454-4500
Ridge Portland Rochester LLC	E-Mail: mlester@caliberbrokerage.com

Address:

1657 East Avenue

City/PO:	State:	Zip Code:
Rochester	NY	14610

	NO	YES
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.	☑	☐
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: Planning Board-Site Plan; Town Board- Special Use Permit ZBA-Variances, MCWA-Water Service, MCDOH-San Service	☐	☑

3. a. Total acreage of the site of the proposed action? 1.53 acres
   b. Total acreage to be physically disturbed? 1.53 acres
   c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 1.53 acres

4. Check all land uses that occur on, are adjoining or near the proposed action:

5. ☑ Urban ☐ Rural (non-agriculture) ☐ Industrial ☐ Commercial ☐ Residential (suburban)
   ☐ Forest ☐ Agriculture ☐ Aquatic ☑ Other(Specify): Commercial Uses
   ☐ Parkland

	NO	YES	N/A
5. Is the proposed action,			
a. A permitted use under the zoning regulations?	☐	☑	☐
b. Consistent with the adopted comprehensive plan?	☐	☑	☐

	NO	YES
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	☐	☑

	NO	YES
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?		
If Yes, identify: _____	☑	☐

	NO	YES
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	☑	☐
b. Are public transportation services available at or near the site of the proposed action?	☐	☑
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	☐	☑

	NO	YES
9. Does the proposed action meet or exceed the state energy code requirements?		
If the proposed action will exceed requirements, describe design features and technologies:		
Meets Requirements	☐	☑

	NO	YES
10. Will the proposed action connect to an existing public/private water supply?		
If No, describe method for providing potable water: _____	☐	☑

	NO	YES
11. Will the proposed action connect to existing wastewater utilities?		
If No, describe method for providing wastewater treatment: _____	☐	☑

	NO	YES
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	☑	☐
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	☐	☑

	NO	YES
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	☑	☐
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	☑	☐
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____		

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:

☐ Shoreline ☐ Forest ☐ Agricultural/grasslands ☐ Early mid-successional

☐ Wetland ☑ Urban ☑ Suburban

	NO	YES
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	☑	☐
16. Is the project site located in the 100-year flood plan?	☑	☐
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	☐	☑
a. Will storm water discharges flow to adjacent properties?	☑	☐
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: Existing storm water drainage patterns will be maintained.	☐	☑
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment:	☑	☐
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe:	☑	☐
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: Site Code V00085. Voluntary clean up to address spill #9609532 for the Rite-Aid property and former gas station use. Spill closed 9/11/2008 according to NYSDEC Remediation Database.	☐	☑

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE

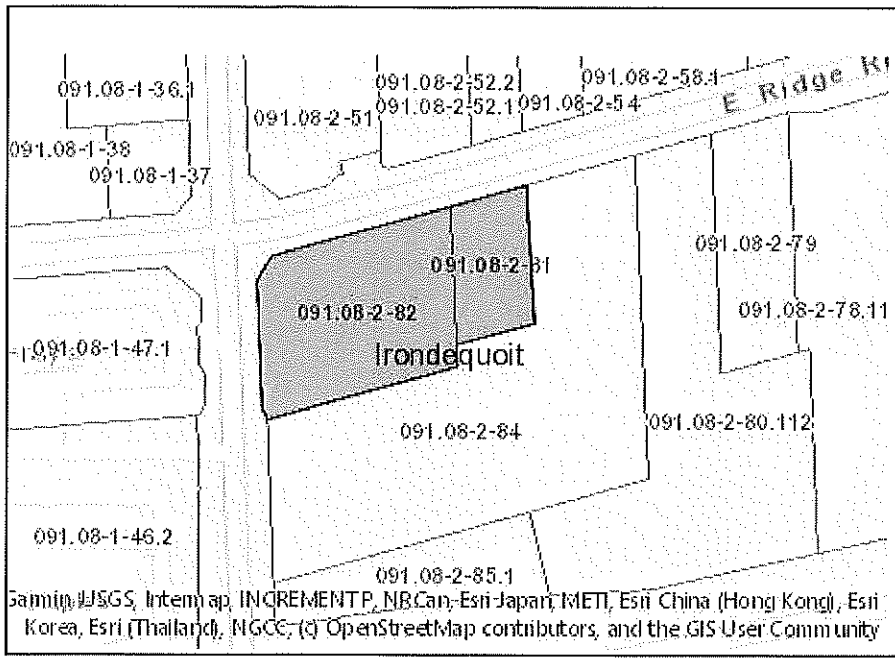
Applicant/sponsor/name: BME Associates (Agent) Date: July 8, 2020

Signature: [signature] P.E. Title: Project Manager

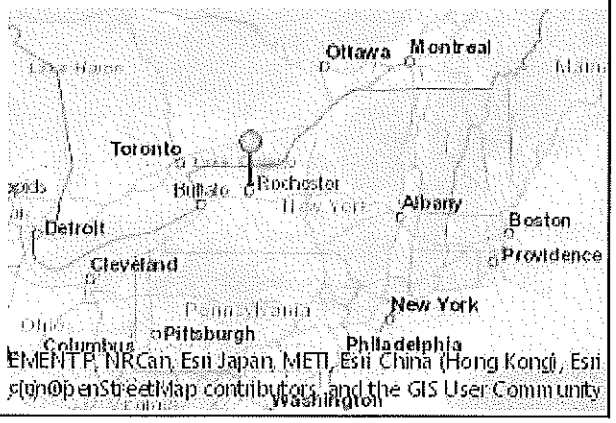
PRINT FORM

EAF Mapper Summary Report

Tuesday, July 7, 2020 10:30 AM



Disclaimer: The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources in order to obtain data not provided by the Mapper. Digital data is not a substitute for agency determinations.



Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	No
Part 1 / Question 12b [Archeological Sites]	Yes
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	No
Part 1 / Question 15 [Threatened or Endangered Animal]	No
Part 1 / Question 16 [100 Year Flood Plain]	No
Part 1 / Question 20 [Remediation Site]	Yes

Resolution No. 2020-

EXTRACT OF MINUTES OF MEETING OF TOWN BOARD ADOPTING A RESOLUTION AUTHORIZING AN AGREEMENT WITH THE CATHOLIC FAMILY CENTER FOR NON-MEDICAL HOME SUPPORT SERVICES TO THE ELDERLY AS APPROVED THROUGH THE COMMUNITY DEVELOPMENT BLOCK GRANT DURING AUGUST 1, 2020 THROUGH JULY 31, 2021

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 21st day of July 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, it is necessary to secure the services of the Catholic Family Center to provide non-medical home support services to elderly residents of the Town; and

WHEREAS, the Catholic Family Center has submitted a proposal for the twelve (12) month period from August 1, 2020 through July 31, 2021 for the total amount of $26,100; and

WHEREAS, the Catholic Family Center's program was part of the Irondequoit 2020 Community Development Block Grant Program adopted by the Town Board pursuant to Resolution 2020-145; and

WHEREAS, funding for this service is available in the Community Development Block Grant as a public service program expense.

NOW, THEREFORE BE IT RESOLVED, that the Town Board authorizes the Supervisor to enter into an agreement with the Catholic Family Center for non-medical home support services to elderly residents of Irondequoit as approved through the Community Development Block Grant during the grant period from August 1, 2020 through July 31, 2021 in the amount of $26,100.

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_____

LIFE.IN.IRONDEQUOIT

2020 – 2021 CONTRACT AGREEMENT

TOWN OF IRONDEQUOIT & CATHOLIC FAMILY CENTER

THIS AGREEMENT, entered into this 1st day of August, 2020 by and between the Town of Irondequoit, a Municipal Corporation, having its principal office and place of business at 1280 Titus Avenue, Rochester, New York 14617 ("Town") and the Catholic Family Center, a not-for-profit social service agency, having its principal office and place of business at 87 No. Clinton Ave., Rochester, New York 14604 (hereinafter "Contractor" or "Sub-recipient").

WITNESSETH THAT:

WHEREAS, the size and needs of Irondequoit's elderly population are continuing to increase, as shown by data collected for the 2010 Census; and

WHEREAS, the needs of Irondequoit's frail and elderly cannot be met entirely using Town resources; and

WHEREAS, the Catholic Family Center, Aging and Adult Services, possesses the personnel, skills and experience required to supplement the services now being provided by the Town to the frail elderly.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties do mutually agree as follows:

1. <u>STATEMENT OF WORK:</u>

1.1. The Sub-recipient (Catholic Family Center) shall provide personnel to carry out the service function described below. The personnel provided by the Sub-recipient shall report to and be under the direct supervision of the Irondequoit Community Services Department Bureau of Recreation, as designated by its Director.

1.2 The services required of the Consultant pursuant to this Agreement extend from August 1, 2020 and shall be completed on or before July 31, 2021.

1.3 Services Provided:

The Sub-recipient will provide the Town with three (3) types of services for the frail elderly: Case/Care Management, Non-Medical Home Support and House Chores.

Case/Care Management will be provided through Eldersource Care Management Services, a collaborative project of Catholic Family Center and LIFESPAN. An average of 48 hours per month of case/care management will be provided (in addition to the hours already provided to the Senior Center through the Elderly Community Outreach Program funded by the Monroe County Office for the Aging). Eldersource Care Management Services include:

- Consultation. information and referral by an Eldercare Specialist to clients and caregivers.
- Service Coordination
- Comprehensive Assessment
- Development of an Individualized Care Plan
- Monitoring of Client and care plan
- Coordination and referral to all other elder services in Catholic Family Center and LIFESPAN
- Advise and support to caregivers
- Benefits counseling and assistance with processing medical claims

Non-Medical Home Support Services: The STAR Program will provide up to 33 hours per week of non-medical home support services. These services will include:

- Transportation and escort for grocery shopping, errands and banking
- Transportation to medical appointments
- Prescription pick-up
- Friendly visiting
- Essential errands

House Chores: Up to 10 chore projects will be provided to frail elderly persons who are not able to pay for such services. Performance of house chores will depend upon the availability of appropriate volunteers at the time of the request and difficulty of the project. (The Sub-recipient reserves the right to deny a chore request.) House chore projects include:

- Packing

- Yard work
- Minor and unskilled repairs

2. RECORDS & REPORTS

2.1 The Town, the United States Department of Housing & Urban Development (HUD), the Controller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, and records of the Sub-recipient that are directly pertinent to this Agreement, for the purpose of making audit, examination, excerpts and transcriptions. The Sub-recipient shall maintain all records for five (5) years after final reimbursement is received from the Town.

2.2 In order to receive reimbursement from the Town for services delivered under this Agreement, the Sub-recipient shall submit on a monthly basis a written request for payment accompanied by documentation that shall be in sufficient detail to provide the Town with a sound basis for effectively monitoring performance under this Agreement. All submissions for reimbursement will contain all detail required by federal program regulations, including but not limited to regulations relating to budget; service details; staffing details; salaries and indirect costs.

3. PROGRAM BUDGET & INCOME

3.1. The Town will reimburse the Sub-recipient for the delivery of services listed above, up to the amount of twenty-six thousand one hundred dollars ($26,100.00) annually. The Sub-recipient may propose adjustments or amendments to the budget, but amendments shall occur only with the written consent of the Town. No decrease in expense automatically allows shifts from one budget category to another.

3.2. Program income received by the Sub-recipient shall be used to expand current program services.

4. UNIFORM ADMINISTRATIVE REQUIREMENTS & COMPLIANCE WITH ALL LAWS

4.1. The Sub-recipient shall comply with all applicable Federal uniform administrative requirements, as described in Section 570.502 of the HUD regulations governing the Community Development Block Grant Program.

4.2 The Contractor agrees that, during the performance of the services required pursuant to this Agreement, it and all employees (if any) working under its direction shall strictly comply with all local, state or federal laws, ordinances, rules or regulations controlling or limiting in any way its actions, including anti-discrimination laws, record-keeping and reporting requirements, during such performance of the services required by this Agreement. Furthermore, each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein. Failure of the Contractor to comply with applicable laws may, at the sole discretion of the Town, be deemed to constitute a material breach of the Agreement.

5. OTHER PROGRAM REQUIREMENTS

5.1. The Sub-recipient shall carry out all activities under this Agreement in compliance with all Federal laws and regulations described in Subpart K of the HUD regulations governing the Community Development Block Grant Program.

6. SUSPENSION & TERMINATION and NOTICE

6.1. The Sub-recipient may be suspended or terminated if the Town, in its sole discretion, determines that the Sub-recipient materially fails to comply with any term of this Agreement. Any such termination shall be effective upon written notice to the Sub-recipient of said reason and stating the date on which the Agreement is to be terminated.

6.2 For all purposes under this Agreement, Notice to the Town shall be tendered to the Recreation Supervisor and Director of Public Works at the address set forth above; and all Notice to the Sub-recipient shall be tendered to the Contractor's Chief Financial Officer at the office address set forth above.

7. CONTRACT DEEMED EXECUTORY

7.1. The Sub-recipient specifically agrees that this Agreement shall be deemed executory only to the extent of the monies available for the purpose and received by the Town pursuant to the Community Development Block Grant Program. It is understood and agreed that neither this Agreement, nor any representation by any public officer or employee creates any legal, moral or equitable obligation on the part of the Town to request, appropriate or make additional funds available for the purpose of this Agreement.

8. QUALIFICATIONS, INDEMNITY & INSURANCE

8.1 The Consultant hereby agrees that it has, or will have on its staff, and will retain during the performance of services under this Agreement, all appropriate professional personnel necessary to completely, accurately, and competently perform the work and services under the Agreement.

8.2. The Sub-recipient hereby agrees to defend, indemnify and hold harmless the Town, and its officers, agents and employees (the "Indemnified Parties"); from and against any and suits, actions, claims, damages, costs, losses or liability of any kind or character (including, but not limited to attorneys' fees and expenses arising from claims for accidents, injury or damage of any kind), which are caused, or claimed to be caused in whole or in part by the willful, intentional, reckless or negligent acts or omissions or breach of this Agreement by Sub-recipient, or its officers, employees, agents or subcontractors; or arising out of, related to or in connection with the intentional, willful, reckless or negligent use, operation or maintenance of Contractor's vehicles by Contractor, or its officers, employees, agents or subcontractors while utilized in the performance of the services under this Agreement, including without limitation, claims for personal injury, bodily injury, death and property damage, subject to the following:

(a). The right of indemnity includes the obligation of Sub-recipient or its insurance carrier to select counsel, and to pay the necessary costs and attorney's fees to defend any claims or lawsuits. When Sub-recipient is required to indemnify Town or its officers, employees or representatives in accordance with this Agreement, Sub-recipient shall assume on behalf of such Indemnified Parties, and conduct with due diligence and in good faith, the defense of any claim against such Parties, jointly or severally, whether or not one or more Indemnifying Parties shall have been joined therein, and the Indemnified Parties shall cooperate with Sub-recipient or its carrier(s) in such defense. Sub-recipient shall be in charge of the defense and settlement of such claim; provided, however, that any settlement shall be approved by Town, which approval shall not be unreasonably withheld, conditioned or delayed; and provided further, that without relieving the Sub-recipient or its carrier(s) of obligations hereunder or impairing the their right to control the defense or settlement thereof, the Indemnified Parties, jointly or severally, may elect to participate through separate counsel in the defense of any such claim, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party, except in the event that (i) the Indemnified Party shall have reasonably concluded, acting in good faith and on the advice of counsel, that there exists a material conflict of interest between Sub-recipient, its officers, employees, subcontractors or agents and the Indemnified Party in the conduct of the defense of such claim (in which case Sub-recipient shall not have the right to control the defense or settlement of such claim, on behalf of such Indemnified Party), or (ii) Sub-recipient shall not have employed counsel to assume the defense of such claim within a reasonable time after notice of the commencement of an action thereon, then, in each of cases (i) and (ii), the fees and expenses of

counsel shall be paid by Sub-recipient. Sub-recipient shall not, without the Indemnified Parties' prior written consent, settle or compromise any claim, suit or cause of action asserted against the Indemnified Parties, or consent to entry of a judgment in respect thereof, which imposes any future obligation on an Indemnified Party or which does not include, as an unconditional term thereof, the giving of a release in favor of the Indemnified Party from all liability in respect of such claim, suit or cause of action.

(b). The terms "willful, intentional or reckless acts or omissions," "negligent acts or omissions" and "negligent use, operation or maintenance" shall not be defined beyond their ordinary usage to increase the right of indemnity.

(c). In the event of any claim or cause of action as to which both Sub-recipient and Town are found to have been negligent or have engaged in willful misconduct, each party shall be liable thereon to the extent of their relative fault.

8.3. The Consultant shall, at its own expense, maintain general liability insurance which shall include protection against claims of personal and bodily injury, including death, or damage to property arising out of performance under this Agreement. Such liability policy shall include the Town of Irondequoit as an additional named insured for claims or losses arising from the performance of this Agreement. The consultant shall provide the Town with a Certificate of Insurance executed by an authorized representative of a financially responsible insurer authorized to do business in New York State, evidencing that such insurance is in force. The Consultant agrees to maintain said insurance during the term of this Agreement.

8.4. The Consultant shall secure compensation for the benefit of, and keep insured during the life of this Agreement, any and all employees as are required to be insured under the provisions of the Workers' Compensation Law of the State of New York or the State of the Consultant's residence, whichever may apply. The Consultant shall provide proof acceptable to the Town, duly subscribed by an insurance carrier, that such Workers' Compensation coverage has been secured. The above-stated requirement shall not apply if the Consultant has no employees, or if Consultant's employees are not required to be covered by Workers' Compensation. In such case, a brief letter, on the Consultant's letterhead, stating which of the above circumstances is applicable, shall be attached to, and be made a part of, this Agreement.

8.5. Nothing contained in this Agreement shall be construed as creating any personal liability on the part of any officer, employee or agent of the Town.

9. MISCELLANEOUS PROVISIONS.

9.1. Assignment. No assignment by a party hereto of any rights under or interests in the Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, money that is or may become due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law); and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Agreement. The Town and Sub-recipient each bind him/her/itself, partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Agreement.

9.2. Severability; Governing Law; Venue & Dispute Resolution**.** The invalidity of any portion of the Agreement shall not affect the remainder thereof, which shall remain in effect to the extent permitted by law. The Agreement shall be deemed to have been executed and delivered within the State of New York, and the rights and obligations of the parties hereunder, and any action arising from or relating to the Agreement, shall be construed and enforced in accordance with, and governed by, the laws of the State of New York or United States law, without giving effect to conflict of laws principles. Any action or proceeding arising out of or relating to the Agreement shall be brought in a court of competent jurisdiction sitting in the County of Monroe, State of New York, and each party hereto irrevocably consents to such jurisdiction and venue and waives any claim of inconvenient forum. Nothing in this section shall preclude the parties from mutually agreeing to mediation, arbitration or other alternative dispute resolution device.

9.3 Attorneys' Fees and Costs. If either party shall bring any action or proceeding against the other party arising from or relating to the Agreement, each parte shall bear its own attorneys' fees and costs, regardless of which party prevails.

9.4 Audit. The Consultant shall provide to Town, immediately upon Town's demand without prior notice during normal business hours, access to and copies of any books, records and papers, including computer tapes, disks, or other electronic media, pertinent to performance of the services under this agreement up to five (5) years after termination of agreement without cost to the Town.

9.5. Non-Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by the Town, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement nor shall such non-enforcement prevent the Town from enforcing each and every term of this Agreement thereafter.

9.6 The Consultant represents and warrants that it is an independent contractor and shall neither hold itself out as, nor claim to be, an officer or employee of the

Town, and further shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town.

9.7. Execution of Contracts. This Agreement may be signed in counterparts by each party; and versions of this Agreement transmitted by fax machine or other electronic media, including signatures transmitted electronically or by fax shall be deemed to be originals for all purposes. The parties hereby acknowledge and agree that the Standard Terms & Conditions for Town of Irondequoit Contracts attached hereto are hereby incorporated by reference in their entirety and made a part of this Agreement.

9.8. Entire Agreement & Amendments. This Agreement (which includes the Standard Terms & Conditions for Town of Irondequoit Contracts) contains the entire agreement between the parties with respect to its subject matter, and this Agreement supersedes all prior negotiations, understandings and agreements whether oral or written between the parties with respect to its subject matter. This Agreement shall not be amended, terminated (except as provided above) or modified orally, or by any course of conduct or usage of trade; and can be amended only by the mutual written agreement of the parties. No change order, field order or other document shall be executed or enforced if its terms would subject the Town to a charge or expense in excess of the amount approved and appropriated by the Town Board for such purpose. Any references to this Agreement shall be deemed to include all renewals.

9.9. Survival. Town and Sub-recipient each binds itself, its partners, Successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Agreement.

IN WITNESS WHEREOF, the Town of Irondequoit and Catholic Family Center enter into this Agreement as of the date first written above.

By: _____
David A. Seeley, Supervisor
Town of Irondequoit

By: _____
Kathleen A. Johnson, CFO
Catholic Family Center

STANDARD TERMS & CONDITIONS
FOR TOWN OF IRONDEQUOIT CONTRACTS

The Contractor agrees to be bound by the following clauses, which are hereby made a part of the contract dated _____ ("Contract"). As used herein, the word "Contractor" herein refers to Catholic Family Center, and the word "Town" herein refers to the Town of Irondequoit.

1. **SERVICES**. The Contractor shall perform the Services set forth in the Contract ("Scope of Work").

2. **TERM OF AGREEMENT**. The Contract shall be for the period from August 1, 2020 through July 31, 2021, unless sooner terminated pursuant to the terms hereof.

3. **NON-ASSIGNMENT CLAUSE**. The Contract may not be assigned by the Contractor without the Town's written consent.

4. **FEES**. The Town shall pay the Contractor the fees set forth in Section 3.1 of the Contract. Payment shall be made by the Town's Accounts Payable Office upon submittal of invoice(s) approved by the Comptroller, or her designee.

5. **EXPENSES**. If permits, governmental approvals or licensing is required to perform the services provided, the Contractor agrees to apply for and obtain, at its cost and expenses such permits, approvals, or licenses.

6. **IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. FEDERAL EMPLOYER IDENTIFICATION NUMBER**. The Contractor agrees to file an IRS form W-9 with the Town prior to the commencement of the Contract. Supply of such form is a condition precedent to the payment by the Town of any sums owed pursuant to the Contract. All invoices or Town of Irondequoit standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to the Comptroller of the Town must include the payee's identification number. The number is the payee's federal Employer Identification Number (EIN). Failure to include this number may delay payment.

7. **WAIVER OF DAMAGES; INDEMNITY**. The Contractor hereby waives and releases the Town from any claims the Contractor may have at any time arising out of or relating in any way to the Contract, except to the extent caused by the Town's willful misconduct. Notwithstanding the foregoing, the parties agree that in no event shall the Town be liable for any loss of the Contractor's business, revenues or profits, or special, consequential, incidental, indirect or punitive damages of any nature, even if the Town has been advised in advance of the possibility of such damages. This shall constitute the Town's sole liability to the Contractor and the Contractor's exclusive remedies against the Town. Except for the sole negligence or willful misconduct of the Town the Contractor shall indemnify, hold harmless and defend the Town and its Town Board, officers, employees, and agents from any liability, losses, costs, damages, claims, and obligations relating to or arising from the Contract. Without limiting the foregoing, the Contractor shall indemnify and hold harmless the Town, and its Town Board officers, employees, and agents from all liability, losses, costs, damages, claims, and obligations of any nature or kind, including attorneys' fees, costs, and expenses, for infringement or use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance, registered or unregistered trademark, service mark, or trade name, furnished or used in connection with the Contract. The Contractor, at its own expense, shall defend any action brought against the Town to the extent that such action is based upon a claim that the goods or services supplied by the Contractor or the operation of such goods or services infringes a patent, trademark, or copyright or violates a trade secret. The Contractor hereby agrees to defend, indemnify and save harmless the Town against any and all liabilities, loss, damage, detriment, suit, claim, demand, cost, charge, attorneys' fees and expenses of whatever kind or nature which the Town may directly or indirectly incur, suffer or be required to pay by

reason or in consequence of the carrying out of any of the provisions or requirements of the Contract, where such loss or expense is incurred directly or indirectly by the Town, its employees or agents, as a result of the negligent act or omission, breach, or fault of the Contractor, its agents, employees or permitted subcontractors. If a claim or action is made or brought against the Town and for which the Contractor may be responsible hereunder in whole or in part, then the Contractor shall be notified and shall be required to handle or pay for the handling of the portion of the claim for which the Contractor is responsible as a result of this section.

8. **INSURANCE REQUIREMENTS**. The Contractor shall procure and maintain at its own expense until final completion of the work or services covered by the Contract, insurance for liability for damages imposed by law of the kinds and in the amounts hereinafter provided, issued by insurance companies authorized to do business in the State of New York, covering all operations under the Contract whether performed by the Contractor or by his/her/its subcontractors. **The Town of Irondequoit must be named as Certificate Holder and Additional Insured on a primary and non contributory basis on all policies.** Within ten (10) days after notice of award, the Contractor shall furnish to the Town evidence of insurance in a form satisfactory to the Town Attorney showing that he/she/its has complied with all insurance requirements set forth herein, such evidence shall provide that the policies shall not be changed or cancelled until thirty (30) days written notice has been given to the Town. **Please note, a certificate of insurance alone is not sufficient as proof of the Town covered as Certificate Holder and an Additional Insured. A policy endorsement from the Contractor's carrier is required.** Except for workers' compensation insurance, no insurance required herein shall contain any exclusion of municipal operations performed in connection with the Contract. These requirements shall survive the expiration and termination of this Contract. The kinds and amounts of insurance are as follows:

A. WORKERS' COMPENSATION AND DISABILITY INSURANCE: The Contractor must request and complete a waiver form and furnish the Town with an original, if it is not required to carry workers' compensation and or disability insurance. Otherwise, the Contractor shall maintain statutory workers' compensation and disability insurance coverage as required by law.

B. BUSINESS LIABILITY INSURANCE: The Contractor shall procure and maintain an insurance policy covering the liability for damages imposed by law upon the Contractor with respect to all work performed by it and any employee, agent or permitted subcontractor under the Contract. All of the following coverage shall be included:

- Comprehensive Form
- Business Liability Insurance covering the Hold Harmless Provision
- Broad Form Property Damage
- Independent Contractors
- Personal Injury
- Products and Completed Operations

Coverage must be written by an insurance company lawfully authorized to do business in New York State. Such insurance coverage will protect the Contractor from all which may arise out of or result from the Contractor's operations or those of its employees, agents or authorized subcontractors under the Contract and for which the Contractor may be legally liable, including without limitation, the following:

1. Claims for damages because of bodily injury, occupational sickness or disease, or death of any person other than the Contractor's employees.

2. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from.

3. Claims for damages because of bodily injury, death or property damage arising out of ownership, maintenance or use of a motor vehicle.

4. Claims involving contractual liability insurance applicable to the Contractor's obligations contained herein.

9. **RELATIONSHIP OF PARTIES**. With regard to performance under the Contract, the Contractor is an independent contractor and not an officer, agent, partner, joint venture partner, or employee of the Town. The Contractor shall not, at any time or in any manner, represent that it or any of its agents or employees is in any manner an agent or employee of the Town.

10. **TOWN REPRESENTATIVE**. The Town Supervisor or his/her designee shall represent the Town in the implementation of the Contract.

11. **SEVERABILITY; GOVERNING LAW**. The invalidity of any portion of the Contract shall not affect the remainder thereof, which shall remain in effect to the extent permitted by law. The Contract shall be deemed to have been executed and delivered within the State of New York, and the rights and obligations of the parties hereunder, and any action arising from or relating to the Contract, shall be construed and enforced in accordance with, and governed by, the laws of the State of New York or United States law, without giving effect to conflict of laws principles. Any action or proceeding arising out of or relating to the Contract shall be brought in the County of Monroe, State of New York, and each party hereto irrevocably consents to such jurisdiction and venue, and waives any claim of inconvenient forum.

12. **EQUAL OPPORTUNITY EMPLOYER**. The Contractor, in the execution of the Contract, certifies that it is an equal employment opportunity employer.

13. **BOARD AUTHORIZATION**. The effectiveness of the Contract is expressly conditioned upon the express approval and ratification by the Town Board of the Town of Irondequoit.

14. **ATTORNEYS' FEES AND COSTS**. If either party shall bring any action or proceeding against the other party arising from or relating to the Contract, each party shall bear its own attorneys' fees and costs, regardless of which party prevails.

15. **AMENDMENTS**. The Contract may be amended only in a writing signed by both parties. If there is a conflict between the terms that are set forth in the Contract and these Standard Terms & Conditions for Town of Irondequoit Contracts, the provisions of these Terms & Conditions for Town of Irondequoit Contracts set forth herein will control.

CATHOLIC FAMILY CENTER	**TOWN OF IRONDEQUOIT**
By: _____	By: _____
Kathleen A. Johnson, CFO	David A. Seeley, Supervisor

Resolution No. 2020-_____

EXTRACT OF MINUTES OF MEETING OF TOWN BOARD ADOPTING A RESOLUTION AUTHORIZING AN AGREEMENT WITH THE HOUSING COUNCIL AT PATHSTONE FOR HOUSING COUNSELING SERVICES TO LOW- AND MODERATE-INCOME RESIDENTS AS APPROVED THROUGH THE COMMUNITY DEVELOPMENT BLOCK GRANT DURING AUGUST 1, 2020 THROUGH JULY 31, 2021

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 21st day of July 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, it is necessary to secure the services of the Housing Council at PathStone to provide a comprehensive program of services pertaining to housing and home ownership to low- and moderate-income residents of the Town; and

WHEREAS, the Housing Council at PathStone has submitted a proposal for the twelve (12) month period from August 1, 2020 through July 31, 2021 for the total amount of $26,000; and

WHEREAS, the Housing Council at PathStone's program was part of the Irondequoit 2020 Community Development Block Grant Program adopted by the Town Board pursuant to Resolution 2020-145; and

WHEREAS, funding for this service is available in the Community Development Block Grant as a public service program expense.

NOW, THEREFORE BE IT RESOLVED, that the Town Board authorizes the Supervisor to enter into an agreement with the Housing Council at PathStone for services pertaining to housing and home ownership to low- and moderate-income residents of Irondequoit as approved through the Community Development Block Grant during the grant period from August 1, 2020 through July 31, 2021 in the amount of $26,000.

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_____

AGREEMENT

between

THE TOWN OF IRONDEQUOIT

and

THE HOUSING COUNCIL at PathStone

August 1, 2020 – July 31, 2021

AGREEMENT

This Agreement, made this ___ day of _____, 2020, by and between the Town of Irondequoit, a municipal corporation with offices at 1280 Titus Avenue, Rochester, New York, 14617 (hereinafter referred to as the "TOWN"), and The Housing Council at Pathstone, 75 College Avenue, 4th floor, Rochester, New York, 14607 (hereinafter referred to as the "CONTRACTOR").

WITNESS:

WHEREAS, under Title I of the Housing and Community Development Act of 1974 (hereinafter "Act"), the Secretary of United States Department of Housing and Urban Development (hereinafter "HUD") is authorized to make grants to units of general and local government to help finance community development programs; and

WHEREAS, there exists statutory authority under the laws of the State of New York for units of general local government to undertake a community development program in a form approved by HUD; and

WHEREAS, HUD has approved such a program for implementation pursuant to the terms of the Act; and

WHEREAS, the TOWN desires to provide qualifying low- and moderate-income residents with a comprehensive program of services, counseling, information provision, referral and technical assistance related to housing; and

WHEREAS, the CONTRACTOR has demonstrated the capability of devising and implementing such programs and undertaking such services.

NOW, **THEREFORE**, it is mutually covenanted and agreed by and between the parties hereto as follows:

I. OBLIGATIONS OF THE CONTRACTOR:

A. Scope of Services.

1. The CONTRACTOR will provide foreclosure prevention services for up to twenty-four (24) low- and moderate-income Town of Irondequoit homeowners with conventional, FHA and VA delinquent mortgages. The CONTRACTOR will perform a search of titles of every Foreclosure Prevention client in the Monroe County Clerk's office after one full year to determine the client's long-term ability to maintain negotiated agreements and the viability of repayment agreements negotiated by the CONTRACTOR. The CONTRACTOR will analyze foreclosures of all Monroe County residential mortgage loans.

2. The CONTRACTOR will provide counseling services to up to four (4) HECM borrowers residing in the TOWN.

3. The CONTRACTOR will research 90-day notices on a quarterly basis and provide to the TOWN to reach residents in mortgage default.

4. The CONTRACTOR will increase outreach and marketing efforts through mailings, attending events in the TOWN and advertising.

5. The CONTRACTOR will provide Housing Hotline counseling services for property owners residing in the TOWN as requested by those residents.

6. Copies of the Rental Registry will be available to residents of the TOWN upon request and on the Housing Council website.

B. Reporting.

CONTRACTOR agrees to submit to the TOWN monthly reports and a cumulative final report describing activities and services performed by the CONTRACTOR, identifying project status and accomplishments and tabulating the number of persons assisted by income, gender, race and ethnic characteristics and current census tract of residence. CONTRACTOR will also indicate for informational purposes the total number of TOWN households assisted by CONTRACTOR beyond this Agreement and funded by HUD under CONTRACTOR's HUD Comprehensive Housing Counseling contract. The cumulative final report will be submitted no later than 30 calendar days after the termination of this Agreement.

CONTRACTOR further agrees to report quarterly the number of clients counseled and the disposition of each case. At the end of the program year, the CONTRACTOR will provide a "Final Report of Activities," presenting aggregate production under this contract and all other existing contracts.

II. COMPENSATION:

It is agreed that the TOWN shall pay the CONTRACTOR for the services contained herein the total sum of Twenty-Six Thousand and 00/100 Dollars ($26,000.00). Such sum shall be paid to CONTRACTOR in twelve (12) equal monthly installments of Two Thousand One Hundred Sixty-Six and 67/100 Dollars ($2,166.67).

III. TERM:

The term of service under this Agreement shall be for twelve (12) consecutive months commencing August 1, 2020 and terminating July 31, 2021.

IV. COMPLIANCE WITH GRANT AGREEMENT:

CONTRACTOR agrees to adhere to all terms and conditions of this Agreement. CONTRACTOR further agrees that all activities performed under this Agreement will be performed consistent with the requirements of Community Development Block Grant Regulations (24 CFR Part 570), and all other applicable government regulations.

V. COMPLIANCE WITH FEDERAL REQUIREMENTS:

As the indirect recipient through this Agreement of funds from the United States Department of Housing and Urban Development, CONTRACTOR agrees to comply fully with, and to cooperate fully with the TOWN in its efforts to comply with the terms and requirements of the Federal Single Audit Act of 1984, as the same may be amended from time to time (the "Act").

CONTRACTOR agrees to perform or cause to have performed all examinations and audits, to retain all documents and records and otherwise to take or cause to have taken such other action as may be required pursuant to the Act, OMB Circulars A-128, A-110 and A-133 issued by the Office of Management and Budget of the United States (collectively, the "Circulars"), to the extent applicable, and such other circulars, interpretations, opinions, rules or regulations as may, from time to time, be issued or promulgated pursuant to or in connection with the Act.

CONTRACTOR also agrees that, promptly upon completion, one (1) copy of all such examinations or audits shall be delivered to the TOWN.

Furthermore, CONTRACTOR shall, upon request of the TOWN, provide the TOWN such documentation, records, information and data and respond to such inquiries as the TOWN may deem necessary or appropriate and shall fully cooperate with independent auditors to have access and to examine and copy all records, documents, reports, and financial statements as may be necessary to comply or to assure or monitor compliance with the Act, the Circulars and such other circulars, interpretations, opinions, rules or regulations as may, from time to time, be issued or promulgated pursuant to or in connection with the Act.

VI. ASSET DISPOSITION:

In the event that CONTRACTOR will purchase assets with a unit acquisition cost of $1,000 or greater (nonexpendable property), in whole or in part, with the funds from this Agreement, CONTRACTOR agrees that the use and disposition of the property will be governed by the property management standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards at 2 CFR part 200 (the "Uniform Requirements"). Generally, such assets shall be returned, or other compensation made, to the TOWN when the property is no longer needed in the project or program for which it was provided.

VII. PROHIBITION AGAINST DISCRIMINATION:

CONTRACTOR hereby acknowledges that the funds provided by the TOWN under this Agreement result from a contract between the TOWN and the United States Department of Housing and Urban Development under the Community Development Act of 1974.

CONTRACTOR specifically agrees that it will carry out its work and obligations under the terms of this Agreement pursuant to the provisions of Title VI of the Civil Rights Act of 1964 and Title VIII of the Civil Rights Act of 1968, which acts prohibit discrimination on the basis of race, creed, sex, familial status, age, handicap or national origin. CONTRACTOR agrees to

administer the Program in accordance with the provisions of the Americans With Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, as amended, and Section 109 of the Housing and Community Development Act of 1974, as amended, which acts prohibit discrimination against persons with disabilities under any program or activity receiving Federal financial assistance. CONTRACTOR further agrees to abide by the provisions of Article 15 (§§290-302) of the Executive Law of the State of New York with respect to unlawful discriminatory practices. Such provisions of law are incorporated into this Agreement as if set forth herein in full.

VIII. INSPECTION OF RECORDS:

CONTRACTOR agrees that the TOWN or any of its duly authorized representatives, including HUD, may inspect and audit all records, books, papers and documents associated with this Agreement and further agrees to maintain for a period of five (5) consecutive years following the termination of this Agreement all records, reports and other documentation arising out of the performance of this Agreement.

IX. SUSPENSION AND TERMINATION:

The TOWN may suspend or terminate the work of CONTRACTOR in whole or in part under this Agreement whenever CONTRACTOR shall default in the performance of this Agreement in accordance with its terms and shall fail to cure or diligently begin to cure such default within a period of ten (10) calendar days (or such longer time as the TOWN may allow) after delivery by the TOWN to CONTRACTOR of a notice specifying the default.

Termination or suspension shall be effected by written notice to CONTRACTOR and shall be effective immediately. CONTRACTOR shall be paid in full for all work performed until the date of termination provided that the TOWN may deduct from any funds due to CONTRACTOR any reasonable cost incurred by the TOWN as a result of CONTRACTOR's default. Default by CONTRACTOR may result in the prohibition of the CONTRACTOR from entering any future Agreements with the TOWN or from acting as a sub-grantee of the TOWN for the purpose of carrying out the Community Development Program. In addition to the foregoing, this Agreement may be terminated for convenience in accordance with the Uniform Requirements.

X. PROHIBITION AGAINST ASSIGNMENT:

CONTRACTOR agrees that it is prohibited from assigning, transferring, conveying or otherwise disposing of this Agreement or any of its contents, or of its right, title or interest therein, or of its power to execute such contract to any other person or corporation without the previous written consent of the TOWN.

XI. WORKERS COMPENSATION & DISABILITY BENEFIT LAWS:

CONTRACTOR certifies that it is in compliance with the New York Workers' Compensation and Disability Benefits Law, and certificates evidencing compliance therewith are attached.

XII. CONTRACT DEEMED EXECUTORY:

CONTRACTOR specifically agrees that this Agreement shall be deemed executory only to the extent of monies available for the purpose of this Agreement and that no liability for services performed under this Agreement shall be incurred by the TOWN beyond the monies available for the said purpose.

XIII. EXTENT OF AGREEMENT:

This Agreement and the Standard Terms & Conditions for Town of Irondequoit Contracts constitute the entire and integrated Agreement between and among the parties hereto and supersedes any and all prior negotiations, agreements and conditions, whether written or oral. Any modification or amendment to this Agreement shall be void unless it is in writing and subscribed by the party to be charged or by his authorized agent.

XIV. STATUS AS INDEPENDENT CONTRACTOR:

The CONTRACTOR, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the TOWN by reason hereof, 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 or credit.

XV. LAW:

This Agreement shall be governed by and under the laws of the State of New York.

XVI. SEVERABILITY:

If any provision of this Agreement is held invalid by a court of law, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to laws of the State of New York.

XVII. HOLD HARMLESS:

CONTRACTOR shall indemnify and save the TOWN harmless from and against any and all claims, liabilities and errors or omissions of CONTRACTOR, its partners, offices, agents or employees. CONTRACTOR shall defend all such lawsuits in the name of the TOWN, commenced in connection with the aforesaid acts, etc. when applicable, and shall pay all costs and judgments which shall issue therefrom; provided, however, that CONTRACTOR shall not indemnify the TOWN from its own negligence, errors or omissions or those of its agents, officers and employees.

XVIII. PROHIBITIONS:

A. CONTRACTOR agrees that no amount of funds provided under this Agreement will be used directly or indirectly for any partisan political activity, or to further the election or defeat of any candidate for public office.

B. CONTRACTOR agrees that no amount of funds provided under this Agreement will be used directly or indirectly for publicity or lobbying purposes designed to support or defeat legislation pending before the United States Congress, the Legislature of the State of New York, the Monroe County Legislature or the Irondequoit Town Council. Notwithstanding the above, nothing contained herein shall prohibit CONTRACTOR from developing and forwarding to appropriate officials' specific recommendations for programs, regulations, and/or institutional arrangements which arise from the experience and findings of this program.

C. CONTRACTOR agrees that no member, officer or employee of the CONTRACTOR will have any monetary interest in or derive monetary benefit directly or indirectly from any ensuing contract or subcontracts or proceeds thereof for work funded under this Agreement.

XIX. STANDARD TERMS & CONDITIONS FOR TOWN OF IRONDEQUOIT CONTRACTS:

The parties hereby acknowledge and agree that the Standard Terms & Conditions for Town of Irondequoit Contracts attached hereto are hereby incorporated by reference in their entirety and are made part of this Agreement.

XX. AUTHORIZED AGENT:

A. The TOWN hereby designates:

Diana Marsh, Comptroller
Town of Irondequoit, New York
1280 Titus Avenue.
Rochester, NY 14617

B. The CONTRACTOR hereby designates:

Susan Boss, Executive Director
The Housing Council at Pathstone.
75 College Ave.
4th floor
Rochester, NY 14607

or their authorized representatives in case of absence, as authorized agents of the TOWN and the CONTRACTOR respectively for the receipt of all notices, demands, vouchers, orders, permission, directions and other communications pursuant to this Agreement, if dispatched by registered or certified mail, postage pre-paid or delivered personally to the Authorized Agents

designated herein. The parties reserve the right to designate other or additional Authorized Agents upon written notice to the other.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

[Signature Page Follows]

TOWN OF IRONDEQUOIT

By: _____
David A. Seeley, Supervisor

STATE OF NEW YORK)
COUNTY OF MONROE) SS:

On this __ day of _____, 2020, before me personally came **David A. Seeley**, to me known, who being by me duly sworn, did depose and say that he resides in the Town of Irondequoit, Monroe County, New York, that he is the **Supervisor** of the Town of Irondequoit, the municipal corporation described in and which executed the above instrument; and that he signed his name to the foregoing instrument by virtue of the authority vested in him by the laws of the State of New York and the local laws and ordinances of the Town of Irondequoit.

_____
Notary Public

THE HOUSING COUNCIL at PathStone

By: _____
Susan Boss,
Executive Director

STATE OF NEW YORK)
COUNTY OF MONROE)SS:

On this __ day of _____, 2020, before me personally came **Susan Boss**, to me known, who duly sworn, did depose and say that she resides in Monroe County, New York; that she is

the **Executive Director** of The Housing Council at PathStone, the corporation described in and which executed the foregoing instrument; that she signed her name thereto by order of the Board of Directors.

_____

Notary Public

STANDARD TERMS & CONDITIONS
FOR TOWN OF IRONDEQUOIT CONTRACTS

The Contractor agrees to be bound by the following clauses, which are hereby made a part of the contract dated _____ ("Contract"). As used herein, the word "Contractor" herein refers to The Housing Council at PathStone, and the word "Town" herein refers to the Town of Irondequoit.

1. **SERVICES**. The Contractor shall perform the Services set forth in the Contract ("Scope of Work").

2. **TERM OF AGREEMENT**. The Contract shall be for the period from August 1, 2020 through July 31, 2021, unless sooner terminated pursuant to the terms hereof.

3. **NON-ASSIGNMENT CLAUSE**. The Contract may not be assigned by the Contractor without the Town's written consent.

4. **FEES**. The Town shall pay the Contractor the fees set forth in Section II. of the Contract. Payment shall be made by the Town's Accounts Payable Office upon submittal of invoice(s) approved by the Comptroller, or her designee.

5. **EXPENSES**. If permits, governmental approvals or licensing is required to perform the services provided, the Contractor agrees to apply for and obtain, at its cost and expenses such permits, approvals, or licenses.

6. **IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. FEDERAL EMPLOYER IDENTIFICATION NUMBER**. The Contractor agrees to file an IRS form W-9 with the Town prior to the commencement of the Contract. Supply of such form is a condition precedent to the payment by the Town of any sums owed pursuant to the Contract. All invoices or Town of Irondequoit standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to the Comptroller of the Town must include the payee's identification number. The number is the payee's federal Employer Identification Number (EIN). Failure to include this number may delay payment.

7. **WAIVER OF DAMAGES; INDEMNITY**. The Contractor hereby waives and releases the Town from any claims the Contractor may have at any time arising out of or relating in any way to the Contract, except to the extent caused by the Town's willful misconduct. Notwithstanding the foregoing, the parties agree that in no event shall the Town be liable for any loss of the Contractor's business, revenues or profits, or special, consequential, incidental, indirect or punitive damages of any nature, even if the Town has been advised in advance of the possibility of such damages. This shall constitute the Town's sole liability to the Contractor and the Contractor's exclusive remedies against the Town. Except for the sole negligence or willful misconduct of the Town the Contractor shall indemnify, hold harmless and defend the Town and its Town Board, officers, employees, and agents from any liability, losses, costs, damages, claims, and obligations relating to or arising from the Contract. Without limiting the foregoing, the Contractor shall indemnify and hold harmless the Town, and its Town Board officers, employees, and agents from all liability, losses, costs, damages, claims, and obligations of any nature or kind, including attorneys' fees, costs, and expenses, for infringement or use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance, registered or unregistered trademark, service mark, or trade name, furnished or used in connection with the Contract. The Contractor, at its own expense, shall defend any action brought against the Town to the extent that such action is based upon a claim that the goods or services supplied by the Contractor or the operation of such goods or services infringes a patent, trademark, or copyright or violates a trade secret. The Contractor hereby agrees to defend, indemnify and save harmless the Town against any and all liabilities, loss, damage, detriment, suit, claim, demand, cost, charge, attorneys' fees and expenses of whatever kind or nature which the Town may directly or indirectly incur, suffer or be required to pay by

reason or in consequence of the carrying out of any of the provisions or requirements of the Contract, where such loss or expense is incurred directly or indirectly by the Town, its employees or agents, as a result of the negligent act or omission, breach, or fault of the Contractor, its agents, employees or permitted subcontractors. If a claim or action is made or brought against the Town and for which the Contractor may be responsible hereunder in whole or in part, then the Contractor shall be notified and shall be required to handle or pay for the handling of the portion of the claim for which the Contractor is responsible as a result of this section.

8. **INSURANCE REQUIREMENTS**. The Contractor shall procure and maintain at its own expense until final completion of the work or services covered by the Contract, insurance for liability for damages imposed by law of the kinds and in the amounts hereinafter provided, issued by insurance companies authorized to do business in the State of New York, covering all operations under the Contract whether performed by the Contractor or by his/her/its subcontractors. **The Town of Irondequoit must be named as Certificate Holder and Additional Insured on a primary and non contributory basis on all policies.** Within ten (10) days after notice of award, the Contractor shall furnish to the Town evidence of insurance in a form satisfactory to the Town Attorney showing that he/she/its has complied with all insurance requirements set forth herein, such evidence shall provide that the policies shall not be changed or cancelled until thirty (30) days written notice has been given to the Town. **Please note, a certificate of insurance alone is not sufficient as proof of the Town covered as Certificate Holder and an Additional Insured. A policy endorsement from the Contractor's carrier is required.** Except for workers' compensation insurance, no insurance required herein shall contain any exclusion of municipal operations performed in connection with the Contract. These requirements shall survive the expiration and termination of this Contract. The kinds and amounts of insurance are as follows:

A. WORKERS' COMPENSATION AND DISABILITY INSURANCE: The Contractor must request and complete a waiver form and furnish the Town with an original, if it is not required to carry workers' compensation and or disability insurance. Otherwise, the Contractor shall maintain statutory workers' compensation and disability insurance coverage as required by law.

B. BUSINESS LIABILITY INSURANCE: The Contractor shall procure and maintain an insurance policy covering the liability for damages imposed by law upon the Contractor with respect to all work performed by it and any employee, agent or permitted subcontractor under the Contract. All of the following coverage shall be included:

- Comprehensive Form
- Business Liability Insurance covering the Hold Harmless Provision
- Broad Form Property Damage
- Independent Contractors
- Personal Injury
- Products and Completed Operations

Coverage must be written by an insurance company lawfully authorized to do business in New York State. Such insurance coverage will protect the Contractor from all which may arise out of or result from the Contractor's operations or those of its employees, agents or authorized subcontractors under the Contract and for which the Contractor may be legally liable, including without limitation, the following:

1. Claims for damages because of bodily injury, occupational sickness or disease, or death of any person other than the Contractor's employees.

2. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from.

3. Claims for damages because of bodily injury, death or property damage arising out of ownership, maintenance or use of a motor vehicle.

4. Claims involving contractual liability insurance applicable to the Contractor's obligations contained herein.

9. **RELATIONSHIP OF PARTIES**. With regard to performance under the Contract, the Contractor is an independent contractor and not an officer, agent, partner, joint venture partner, or employee of the Town. The Contractor shall not, at any time or in any manner, represent that it or any of its agents or employees is in any manner an agent or employee of the Town.

10. **TOWN REPRESENTATIVE**. The Town Supervisor or his/her designee shall represent the Town in the implementation of the Contract.

11. **SEVERABILITY; GOVERNING LAW**. The invalidity of any portion of the Contract shall not affect the remainder thereof, which shall remain in effect to the extent permitted by law. The Contract shall be deemed to have been executed and delivered within the State of New York, and the rights and obligations of the parties hereunder, and any action arising from or relating to the Contract, shall be construed and enforced in accordance with, and governed by, the laws of the State of New York or United States law, without giving effect to conflict of laws principles. Any action or proceeding arising out of or relating to the Contract shall be brought in the County of Monroe, State of New York, and each party hereto irrevocably consents to such jurisdiction and venue, and waives any claim of inconvenient forum.

12. **EQUAL OPPORTUNITY EMPLOYER**. The Contractor, in the execution of the Contract, certifies that it is an equal employment opportunity employer.

13. **BOARD AUTHORIZATION**. The effectiveness of the Contract is expressly conditioned upon the express approval and ratification by the Town Board of the Town of Irondequoit.

14. **ATTORNEYS' FEES AND COSTS**. If either party shall bring any action or proceeding against the other party arising from or relating to the Contract, each party shall bear its own attorneys' fees and costs, regardless of which party prevails.

15. **AMENDMENTS**. The Contract may be amended only in a writing signed by both parties. If there is a conflict between the terms that are set forth in the Contract and these Standard Terms & Conditions for Town of Irondequoit Contracts, the provisions of these Terms & Conditions for Town of Irondequoit Contracts set forth herein will control.

THE HOUSING COUNCIL at PathStone	**TOWN OF IRONDEQUOIT**
By: _____	By: _____
Susan Boss, Executive Director	David A. Seeley, Supervisor

Resolution No. 2020-_____

EXTRACT OF MINUTES OF MEETING OF TOWN BOARD ADOPTING A RESOLUTION AUTHORIZING AN AGREEMENT WITH THE IRONDEQUOIT COMMUNITY CUPBOARD TO PROVIDE HEALTHY FOOD CHOICES TO LOW-INCOME RESIDENTS AS APPROVED THROUGH THE COMMUNITY DEVELOPMENT BLOCK GRANT DURING AUGUST 1, 2020 THROUGH JULY 31, 2021

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 21st day of July 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, it is necessary to secure the services of the Irondequoit Community Cupboard to provide healthy food choices to low income persons in the Town to enhance the quality of the lives of people in need; and

WHEREAS, the Irondequoit Community Cupboard has submitted a proposal for the twelve (12) month period from August 1, 2020 through July 31, 2021 for the total amount of $22,000; and

WHEREAS, Irondequoit Community Cupboard's program was part of the Irondequoit 2020 Community Development Block Grant Program adopted by the Town Board pursuant to Resolution 2020-145; and

WHEREAS, funding for this service is available in the Community Development Block Grant as a public service program expense.

NOW, THEREFORE BE IT RESOLVED, that the Town Board authorizes the Supervisor to enter into an agreement with the Irondequoit Community Cupboard to provide healthy food choices to low income persons in the Town as approved through the Community Development Block Grant during the grant period from August 1, 2020 through July 31, 2021 in the amount of $22,000.

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_____

TOWN OF IRONDEQUOIT & IRONDEQUOIT COMMUNITY CUPBOARD

2020 – 2021 AGREEMENT

THIS AGREEMENT is entered into this ___ day of _____, 2020 by and between the Town of Irondequoit, a municipal corporation, having its principal office and place of business at 1280 Titus Avenue, Rochester, New York 14617 (the "Town") and the Irondequoit Community Cupboard, Inc., a not-for-profit corporation, having its principal office and place of business at 4275 Culver Road, Rochester, New York 14622 (hereinafter "Contractor").

RECITALS:

WHEREAS, the primary objective of the Community Development Block Grant Program (the "CDBG") is the development of viable urban communities by providing good housing and suitable living environment, and by expanding economic opportunities, principally for low and moderate income persons; and

WHEREAS, the Contractor provides a program that was developed to provide food to low income persons in the Town to enhance the quality of the lives of people in need.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Town and the Contractor do mutually agree as follows:

1. STATEMENT OF SERVICES. The Contractor shall provide personnel as necessary to perform the following services:

1.1 The Contractor shall provide healthy meals to low and moderate income households in the Town. Services will be provided primarily to households that have low and moderate incomes as defined by the United States Department of Housing and Urban Development ("HUD"). "Healthy Meals" shall include lean meats and other protein, fruits and vegetables.

1.2 The Contractor shall provide monthly reports of program activity to the Town in a format requested by the Town. The documentation provided by the Contractor to the Town shall include the total number of households served, household characteristics, number of healthy meals provided, and documentation of expenditures for healthy food items.

2. TERM. This Agreement shall apply to services provided by the Contractor between August 1, 2020 and July 31, 2021.

3. RECORDS & REPORTS.

3.1 In order to receive reimbursement from the Town for services delivered under this Agreement, the Contractor shall submit on a monthly basis a written request for

payment accompanied by documentation that shall be in sufficient detail to provide the Town with a sound basis for effectively monitoring performance under this Agreement. All submissions for reimbursement will contain all detail required by federal program regulations, including but not limited to regulations relating to budget; service details; staffing details; salaries and indirect costs.

3.2 The Town, HUD, the Controller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, and records of the Contractor that are directly pertinent to this Agreement, for the purpose of making audit, examination, excerpts and transcriptions. The Contractor shall maintain all records for five (5) years after final reimbursement is received from the Town.

4. PROGRAM BUDGET & INCOME.

4.1 The Town will reimburse the Contractor for the delivery of services listed above, up to the total amount of Twenty Two Thousand Dollars ($22,000.00). The Contractor may propose adjustments or amendments to the budget, but amendments shall occur only with the approval of the Town Board. No decrease in expense shall automatically allow a shift of funds from one budget category to another.

4.2 Program income received by the Contractor shall be used to expand current program services.

5. COMPLIANCE WITH ALL LAWS.

5.1 The Contractor agrees that, during the performance of the services required pursuant to this Agreement, it and all employees (if any) working under its direction shall strictly comply with all local, state or federal laws, ordinances, rules or regulations controlling or limiting in any way its actions, including anti-discrimination laws, record-keeping and reporting requirements, during such performance of the services required by this Agreement. Furthermore, each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein. Failure of the Contractor to comply with applicable laws may, at the sole discretion of the Town, be deemed to constitute a material breach of the Agreement.

5.2 The Contractor shall carry out all activities under this Agreement in compliance with all applicable federal laws and regulations, including specifically the HUD regulations governing the Community Development Block Grant Program.

5.3 The Contractor specifically agrees that it will carry out its work and obligations under the terms of this Agreement pursuant to the requirements of all applicable New York and federal laws prohibiting discrimination, including discrimination on the basis of race, creed, color, national origin, sex, familial status, age, disability or sexual orientation.

6. <u>SUSPENSION, TERMINATION & NOTICE</u>.

6.1 The Contractor and this Agreement may be suspended or terminated if the Town, in its sole discretion, determines that the Contractor has materially failed to comply with any term of this Agreement. Any such termination shall be effective upon written notice to the Contractor of said reason and stating the date on which the Agreement is to be terminated.

6.2 For all purposes under this Agreement, notice to the Town shall be tendered to the Town Supervisor at the address set forth above; and all notice to the Contractor shall be tendered to the Contractor's Executive Director at the office address set forth above.

7. <u>CONTRACT DEEMED EXECUTORY</u>. The Contractor specifically agrees that this Agreement shall be deemed executory only to the extent of the monies available for the purpose and received by the Town pursuant to the CDBG Program. It is understood and agreed that neither this Agreement, nor any representation by any public officer or employee creates any legal, moral or equitable obligation on the part of the Town to request, appropriate or make additional funds available for the purpose of this Agreement.

8. <u>QUALIFICATIONS</u>. The Contractor hereby agrees that it has, or will have on its staff, and will retain during the performance of services under this Agreement, all appropriate professional personnel necessary to completely, accurately, and competently perform the work and services under the Agreement.

9. <u>INDEMNITY & INSURANCE</u>. The Contractor hereby agrees to defend, indemnify and hold harmless the Town, and its officers, agents and employees (the "Indemnified Parties"), from and against any and all suits, actions, claims, damages, costs, losses or liability of any kind or character (including, but not limited to attorneys' fees and expenses arising from claims for accidents, injury or damage of any kind), which are caused, or claimed to be caused in whole or in part by the willful, intentional, reckless or negligent acts or omissions or breach of this Agreement by Contractor, or its officers, employees, agents or subcontractors; or arising out of, related to or in connection with the intentional, willful, reckless or negligent use, operation or maintenance of Contractor's vehicles by Contractor, or its officers, employees, agents or subcontractors while utilized in the performance of the services under this Agreement, including without limitation, claims for personal injury, bodily injury, death and property damage, subject to the following:

9.1 The right of indemnity includes the obligation of the Contractor or its insurance carrier to select counsel, and to pay the necessary costs and attorney's fees to defend any claims or lawsuits. When the Contractor is required to indemnify Town or its officers, employees or representatives in accordance with this Agreement, the Contractor shall assume on behalf of such Indemnified Parties, and conduct with due diligence and in good faith, the defense of any claim against such Parties, jointly or severally, whether or not one or more Indemnifying Parties shall have been joined therein, and the Indemnified Parties shall cooperate with the Contractor or its carrier(s) in such defense. The Contractor shall be in charge

of the defense and settlement of such claim; provided, however, that any settlement shall be approved by Town, which approval shall not be unreasonably withheld, conditioned or delayed; and provided further, that without relieving the Contractor or its carrier(s) of obligations hereunder or impairing the their right to control the defense or settlement thereof, the Indemnified Parties, jointly or severally, may elect to participate through separate counsel in the defense of any such claim, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party, except in the event that (i) the Indemnified Party shall have reasonably concluded, acting in good faith and on the advice of counsel, that there exists a material conflict of interest between the Contractor, its officers, employees, subcontractors or agents and the Indemnified Party in the conduct of the defense of such claim (in which case the Contractor shall not have the right to control the defense or settlement of such claim, on behalf of such Indemnified Party), or (ii) the Contractor shall not have employed counsel to assume the defense of such claim within a reasonable time after notice of the commencement of an action thereon, then, in each of cases (i) and (ii), the fees and expenses of counsel shall be paid by the Contractor. The Contractor shall not, without the Indemnified Parties' prior written consent, settle or compromise any claim, suit or cause of action asserted against the Indemnified Parties, or consent to entry of a judgment in respect thereof, which imposes any future obligation on an Indemnified Party or which does not include, as an unconditional term thereof, the giving of a release in favor of the Indemnified Party from all liability in respect of such claim, suit or cause of action.

9.2 The terms "willful, intentional or reckless acts or omissions," "negligent acts or omissions" and "negligent use, operation or maintenance" shall not be defined beyond their ordinary usage to increase the right of indemnity.

9.3 In the event of any claim or cause of action as to which both the Contractor and Town are found to have been negligent or have engaged in willful misconduct, each party shall be liable thereon to the extent of their relative fault.

9.4 Nothing contained in this Agreement shall be construed as creating any personal liability on the part of any officer, employee or agent of the Town.

10. INSURANCE.

10.1 The Contractor shall, at its own expense, maintain general liability insurance which shall include protection against claims of personal and bodily injury, including death, or damage to property arising out of performance under this Agreement. Such liability policy shall include the Town of Irondequoit as an additional named insured for claims or losses arising from the performance of this Agreement. The Contractor shall provide the Town with a Certificate of Insurance executed by an authorized representative of a financially responsible insurer authorized to do business in New York State, evidencing that such insurance is in force. The Contractor agrees to maintain said insurance during the term of this Agreement.

10.2 The Contractor shall secure compensation for the benefit of, and keep insured during the life of this Agreement, any and all employees as are required to be insured under the provisions of the Workers' Compensation Law of the State of New York. The Contractor shall provide proof acceptable to the Town, duly subscribed by an insurance carrier, that such Workers' Compensation coverage has been secured. The above-stated requirement shall not apply if the Contractor has no employees, or if Contractor's employees are not required to be covered by Workers' Compensation. In such case, a brief letter, on the Contractor's letterhead, stating which of the above circumstances is applicable, shall be attached to, and be made a part of, this Agreement.

11. MISCELLANEOUS PROVISIONS.

11.1 Assignment. No assignment by a party hereto of any rights under or interests in the Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, money that is or may become due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law); and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Agreement. The Town and the Contractor each bind him/her/itself, partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Agreement.

11.2 Severability; Governing Law; Venue & Dispute Resolution. The invalidity of any portion of the Agreement shall not affect the remainder thereof, which shall remain in effect to the extent permitted by law. This Agreement shall be deemed to have been executed and delivered within the State of New York, and the rights and obligations of the parties hereunder, and any action arising from or relating to the Agreement, shall be construed and enforced in accordance with, and governed by, the laws of the State of New York or United States, without giving effect to conflict of laws principles. Any action or proceeding arising out of or relating to the Agreement shall be brought in a court of competent jurisdiction sitting in the County of Monroe, State of New York, and each party hereto irrevocably consents to such jurisdiction and venue, and waives any claim of inconvenient forum. Nothing in this section shall preclude the parties from mutually agreeing to mediation, arbitration or other alternate dispute resolution device.

11.3 Attorneys' Fees and Costs. If either party shall bring any action or proceeding against the other party arising from or relating to the Agreement, each party shall bear its own attorneys' fees and costs, regardless of which party prevails.

11.4 Audit. The Contractor shall provide to the Town, immediately upon the Town's demand without prior notice during normal business hours, access to and copies of any books, records and papers, including computer tapes, disks, or other electronic media, pertinent to performance of the services under this Agreement up to five (5) years after termination of this Agreement without cost to the Town.

11.5 Non-Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by the Town, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement nor shall such non-enforcement prevent the Town from enforcing each and every term of this Agreement thereafter.

11.6 Independent Contractor. The Contractor represents and warrants that it is an independent contractor and shall neither hold itself out as, nor claim to be, an officer or employee of the Town, and further shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town.

11.7 Execution of Contracts. This Agreement may be signed in counterparts by each party; and versions of this Agreement transmitted by fax machine or other electronic media, including signatures transmitted electronically or by fax shall be deemed to be originals for all purposes.

11.8 Standard Terms & Conditions for Town of Irondequoit Contracts. The parties hereby acknowledge and agree that the Standard Terms & Conditions for Town of Irondequoit Contracts attached hereto are hereby incorporated by reference in their entirety, and are made part of this Agreement.

11.9 Entire Agreement & Amendments. This Agreement (which includes the Standard Terms & Conditions for Town of Irondequoit Contracts) contains the entire agreement between the parties with respect to its subject matter, and this Agreement supersedes all prior negotiations, understandings and agreements whether oral or written between the parties with respect to its subject matter. This Agreement shall not be amended, terminated (except as provided above) or modified orally, or by any course of conduct or usage of trade; and can be amended only by the mutual written agreement of the parties. No change order, field order or other document shall be executed or enforced if its terms would subject the Town to a charge or expense in excess of the amount approved and appropriated by the Town Board for such purpose.

11.10 Survival. The Town and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in this Agreement.

IN WITNESS WHEREOF, the Town and the Contractor have duly executed this Agreement as of the date first written above.

IRONDEQUOIT COMMUNITY CUPBOARD, INC.	**TOWN OF IRONDEQUOIT**
By: _____	By: _____
Debbie Evans President	David A. Seeley Town Supervisor
Date: _____	Date: _____

STANDARD TERMS & CONDITIONS
FOR TOWN OF IRONDEQUOIT CONTRACTS

The Contractor agrees to be bound by the following clauses, which are hereby made a part of the contract dated _____ ("Contract"). As used herein, the word "Contractor" herein refers to the Irondequoit Community Cupboard, Inc., and the word "Town" herein refers to the Town of Irondequoit.

1. **SERVICES**. The Contractor shall perform the Services set forth in the Contract ("Scope of Work").

2. **TERM OF AGREEMENT**. The Contract shall be for the period from August 1, 2020 through July 31, 2021, unless sooner terminated pursuant to the terms hereof.

3. **NON-ASSIGNMENT CLAUSE**. The Contract may not be assigned by the Contractor without the Town's written consent.

4. **FEES**. The Town shall pay the Contractor the fees set forth in Section 4 of the Contract. Payment shall be made by the Town's Accounts Payable Office upon submittal of invoice(s) approved by the Comptroller, or her designee.

5. **EXPENSES**. If permits, governmental approvals or licensing is required to perform the services provided, the Contractor agrees to apply for and obtain, at its cost and expenses such permits, approvals, or licenses.

6. **IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. FEDERAL EMPLOYER IDENTIFICATION NUMBER**. The Contractor agrees to file an IRS form W-9 with the Town prior to the commencement of the Contract. Supply of such form is a condition precedent to the payment by the Town of any sums owed pursuant to the Contract. All invoices or Town of Irondequoit standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to the Comptroller of the Town must include the payee's identification number. The number is the payee's federal Employer Identification Number (EIN). Failure to include this number may delay payment.

7. **WAIVER OF DAMAGES; INDEMNITY**. The Contractor hereby waives and releases the Town from any claims the Contractor may have at any time arising out of or relating in any way to the Contract, except to the extent caused by the Town's willful misconduct. Notwithstanding the foregoing, the parties agree that in no event shall the Town be liable for any loss of the Contractor's business, revenues or profits, or special, consequential, incidental, indirect or punitive damages of any nature, even if the Town has been advised in advance of the possibility of such damages. This shall constitute the Town's sole liability to the Contractor and the Contractor's exclusive remedies against the Town. Except for the sole negligence or willful misconduct of the Town the Contractor shall indemnify, hold harmless and defend the Town and its Town Board, officers, employees, and agents from any liability, losses, costs, damages, claims, and obligations relating to or arising from the Contract. Without limiting the foregoing, the Contractor shall indemnify and hold harmless the Town, and its Town Board officers, employees, and agents from all liability, losses, costs, damages, claims, and obligations of any nature or kind, including attorneys' fees, costs, and expenses, for infringement or use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance, registered or unregistered trademark, service mark, or trade name, furnished or used in connection with the Contract. The Contractor, at its own expense, shall defend any action brought against the Town to the extent that such action is based upon a claim that the goods or services supplied by the Contractor or the operation of such goods or services infringes a patent, trademark, or copyright or violates a trade secret. The Contractor hereby agrees to defend, indemnify and save harmless the Town against any and all liabilities, loss, damage, detriment, suit, claim, demand, cost, charge, attorneys' fees and expenses of whatever kind or nature which the Town may directly or indirectly incur, suffer or be required to pay by

reason or in consequence of the carrying out of any of the provisions or requirements of the Contract, where such loss or expense is incurred directly or indirectly by the Town, its employees or agents, as a result of the negligent act or omission, breach, or fault of the Contractor, its agents, employees or permitted subcontractors. If a claim or action is made or brought against the Town and for which the Contractor may be responsible hereunder in whole or in part, then the Contractor shall be notified and shall be required to handle or pay for the handling of the portion of the claim for which the Contractor is responsible as a result of this section.

8. **INSURANCE REQUIREMENTS**. The Contractor shall procure and maintain at its own expense until final completion of the work or services covered by the Contract, insurance for liability for damages imposed by law of the kinds and in the amounts hereinafter provided, issued by insurance companies authorized to do business in the State of New York, covering all operations under the Contract whether performed by the Contractor or by his/her/its subcontractors. **The Town of Irondequoit must be named as Certificate Holder and Additional Insured on a primary and non contributory basis on all policies.** Within ten (10) days after notice of award, the Contractor shall furnish to the Town evidence of insurance in a form satisfactory to the Town Attorney showing that he/she/its has complied with all insurance requirements set forth herein, such evidence shall provide that the policies shall not be changed or cancelled until thirty (30) days written notice has been given to the Town. **Please note, a certificate of insurance alone is not sufficient as proof of the Town covered as Certificate Holder and an Additional Insured. A policy endorsement from the Contractor's carrier is required.** Except for workers' compensation insurance, no insurance required herein shall contain any exclusion of municipal operations performed in connection with the Contract. These requirements shall survive the expiration and termination of this Contract. The kinds and amounts of insurance are as follows:

A. WORKERS' COMPENSATION AND DISABILITY INSURANCE: The Contractor must request and complete a waiver form and furnish the Town with an original, if it is not required to carry workers' compensation and or disability insurance. Otherwise, the Contractor shall maintain statutory workers' compensation and disability insurance coverage as required by law.

B. BUSINESS LIABILITY INSURANCE: The Contractor shall procure and maintain an insurance policy covering the liability for damages imposed by law upon the Contractor with respect to all work performed by it and any employee, agent or permitted subcontractor under the Contract. All of the following coverage shall be included:

- Comprehensive Form
- Business Liability Insurance covering the Hold Harmless Provision
- Broad Form Property Damage
- Independent Contractors
- Personal Injury
- Products and Completed Operations

Coverage must be written by an insurance company lawfully authorized to do business in New York State. Such insurance coverage will protect the Contractor from all which may arise out of or result from the Contractor's operations or those of its employees, agents or authorized subcontractors under the Contract and for which the Contractor may be legally liable, including without limitation, the following:

1. Claims for damages because of bodily injury, occupational sickness or disease, or death of any person other than the Contractor's employees.

2. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from.

3. Claims for damages because of bodily injury, death or property damage arising out of ownership, maintenance or use of a motor vehicle.

4. Claims involving contractual liability insurance applicable to the Contractor's obligations contained herein.

9. **RELATIONSHIP OF PARTIES**. With regard to performance under the Contract, the Contractor is an independent contractor and not an officer, agent, partner, joint venture partner, or employee of the Town. The Contractor shall not, at any time or in any manner, represent that it or any of its agents or employees is in any manner an agent or employee of the Town.

10. **TOWN REPRESENTATIVE**. The Town Supervisor or his/her designee shall represent the Town in the implementation of the Contract.

11. **SEVERABILITY; GOVERNING LAW**. The invalidity of any portion of the Contract shall not affect the remainder thereof, which shall remain in effect to the extent permitted by law. The Contract shall be deemed to have been executed and delivered within the State of New York, and the rights and obligations of the parties hereunder, and any action arising from or relating to the Contract, shall be construed and enforced in accordance with, and governed by, the laws of the State of New York or United States law, without giving effect to conflict of laws principles. Any action or proceeding arising out of or relating to the Contract shall be brought in the County of Monroe, State of New York, and each party hereto irrevocably consents to such jurisdiction and venue, and waives any claim of inconvenient forum.

12. **EQUAL OPPORTUNITY EMPLOYER**. The Contractor, in the execution of the Contract, certifies that it is an equal employment opportunity employer.

13. **BOARD AUTHORIZATION**. The effectiveness of the Contract is expressly conditioned upon the express approval and ratification by the Town Board of the Town of Irondequoit.

14. **ATTORNEYS' FEES AND COSTS**. If either party shall bring any action or proceeding against the other party arising from or relating to the Contract, each party shall bear its own attorneys' fees and costs, regardless of which party prevails.

15. **AMENDMENTS**. The Contract may be amended only in a writing signed by both parties. If there is a conflict between the terms that are set forth in the Contract and these Standard Terms & Conditions for Town of Irondequoit Contracts, the provisions of these Terms & Conditions for Town of Irondequoit Contracts set forth herein will control.

IRONDEQUOIT COMMUNITY CUPBOARD, INC.	**TOWN OF IRONDEQUOIT**
By: _____	By: _____
Debbie Evans, President	David A. Seeley, Supervisor

Resolution No. 2020-___

EXTRACT OF MINUTES OF MEETING OF TOWN BOARD ADOPTING A RESOLUTION AUTHORIZING AN AGREEMENT WITH LIFESPAN OF GREATER ROCHESTER, INC. FOR THE "HOME SAFE HOME FOR SENIORS" PROGRAM OF SUPPORT SERVICES TO THE ELDERLY AS APPROVED THROUGH THE COMMUNITY DEVELOPMENT BLOCK GRANT DURING AUGUST 1, 2020 THROUGH JULY 31, 2021

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 21st day of July, 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, it is necessary to secure the services of Lifespan to provide non-medical home support services to elderly residents of the Town; and

WHEREAS, Lifespan has submitted a proposal for the "Home Safe Home for Seniors" program for the twelve (12) month period from August 1, 2020 through July 31, 2021 for the total amount of $15,000; and

WHEREAS, Lifespan's "Home Safe Home for Seniors" program was part of the Irondequoit 2020 Community Development Block Grant Program adopted by the Town Board pursuant to Resolution 2020-145; and

WHEREAS, funding for this service is available in the Community Development Block Grant as a public service program expense.

NOW, THEREFORE BE IT RESOLVED, that the Town Board authorizes the Supervisor to enter into an agreement with Lifespan of Greater Rochester, Inc. for non-medical home support services to elderly residents of Irondequoit as approved through the Community Development Block Grant during the grant period from August 1, 2020 through July 31, 2021 in the amount of $15,000.

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_____

AGREEMENT BETWEEN THE TOWN OF IRONDEQUOIT AND LIFESPAN OF GREATER ROCHESTER, INC.

This is an Agreement entered into on the _____ day of _____, 2020 between the Town of Irondequoit, a municipal corporation having offices at 1280 Titus Avenue, Rochester, New York 14617, on behalf of the Community Development Block Grant Program (hereinafter referred to as the "CDBG"), and Lifespan of Greater Rochester, Inc., having offices at 1900 South Clinton Avenue, Rochester, New York 14618 (hereinafter referred to as "Lifespan").

WHEREAS, the primary objective of the CDBG program is to foster the development of viable urban communities by providing good housing and a suitable living environment, and by expanding economic opportunities, principally for low and moderate income persons; and

WHEREAS, by definition under the CDBG program, senior citizens and handicapped persons are considered to be persons of low or moderate income; and

WHEREAS, the Lifespan Home Safe Home for Seniors program was developed to provide home safety assessments and minor home modifications to persons age 62 and older and to handicapped persons of any age so as to enhance the lives of seniors and handicapped persons by contributing to their independence and freedom.

NOW THEREFORE, in consideration of the terms and conditions herein, it is hereby agreed by and between the parties as follows:

1. Lifespan agrees to provide the services set forth in ATTACHMENT A (the "Services").

2. The CDBG agrees to pay Lifespan for the services set forth in ATTACHMENT A the total sum not to exceed Fifteen Thousand Dollars ($15,000.00). Such sum shall be paid to Lifespan according to monthly invoices for services rendered as submitted by Lifespan.

3. Lifespan agrees to provide statistical information related to the monthly invoices as requested by the CDBG.

Lifespan hereby acknowledges that the funds provided by the CDBG under this Agreement result from a contract between the CDBG and the United States Department of Housing and Urban Development under the Community Development Act of 1974.

As the indirect recipient through this contract of funds from the United States Department of Housing and Urban Development, Lifespan agrees to comply fully with, and to cooperate fully with the CDBG in its efforts to comply with the terms and requirements of the Federal Single Audit Act of 1984, as the same may be amended from time to time (the "Act").

Lifespan shall, upon request of the CDBG or the Town of Irondequoit, provide the CDBG such documentation, records, information and data and respond to such inquiries as the CDBG may deem necessary or appropriate and shall fully cooperate with independent auditors to have access and to examine and copy all records, documents, reports, and financial statements as may be necessary to comply or to assure or monitor compliance with the Act, the Circulars and such

other circulars, interpretations, opinions, rules or regulations as may, from time to time, be issued or promulgated pursuant to or in connection with the Act.

Lifespan agrees that the Town of Irondequoit, CDBG or any of their duly authorized representatives, including HUD, may inspect and audit all records, books, papers and documents associated with this Agreement and further agrees to maintain for a period of five (5) consecutive years following the termination of this Agreement all records, reports and other documentation arising out of the performance of this Agreement.

The parties hereby acknowledge and agree that the Standard Terms & Conditions for Town of Irondequoit Contracts attached hereto as ATTACHMENT B are hereby incorporated by reference in their entirety and made a part of this Agreement.

NON DISCRIMINATION:
Lifespan specifically agrees that it will carry out its work and obligations under the terms of this Agreement pursuant to the provisions of Title VI of the Civil Rights Act of 1964 and Title VIII of the Civil Rights Act of 1968, which acts prohibit discrimination on the basis of race, creed, sex, familial status, age, handicap or national origin. Lifespan agrees to administer the Agreement in accordance with the provisions of the Americans With Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, as amended, and Section 109 of the Housing and Community Development Act of 1974, as amended, which acts prohibit discrimination against persons with disabilities under any program or activity receiving Federal financial assistance. Lifespan further agrees to abide by the provisions of Article 15 (§§290-302) of the Executive Law of the State of New York with respect to unlawful discriminatory practices. Such provisions of law are incorporated into this Agreement as if set forth herein in full.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the date first written above.

TOWN OF IRONDEQUOIT

By: _____
David A. Seeley, Supervisor

LIFESPAN OF GREATER ROCHESTER, INC.

By: _____
Ann Marie Cook, President and CEO

STATE OF NEW YORK)
COUNTY OF MONROE) SS:

On this __ day of _____, 2020, before me personally came **David A. Seeley**, to me known, who being by me duly sworn, did depose and say that he resides in the Town of Irondequoit, Monroe County, New York, that he is the **Supervisor** of the Town of Irondequoit, the municipal corporation described in and which executed the above instrument; and that he signed his name to the foregoing instrument by virtue of the authority vested in him by the laws of the State of New York and the local laws and ordinances of the Town of Irondequoit.

_____
Notary Public

STATE OF NEW YORK)
COUNTY OF MONROE) SS:

On this __ day of _____, 2020, before me personally came **Ann Marie Cook**, to me known, who duly sworn, did depose and say that she resides in Monroe County, New York; that she is the **President and CEO** of Lifespan of Greater Rochester, Inc., the corporation described in and which executed the foregoing instrument; that she signed her name thereto by order of the Board of Directors.

_____
Notary Public

ATTACHMENT A

THE SERVICES

SCOPE OF SERVICES TO BE PERFORMED: Lifespan of Greater Rochester, Inc. will provide home falls prevention assessments and minor home modifications up to 100 homes of the Town of Irondequoit. Services will be provided to residents of Irondequoit who are age 62+ and to persons with disabilities of any age. These services are financially covered by a grant from the Town of Irondequoit Community Development Block Grant.

Examples of home modifications that Lifespan will perform:

Carbon monoxide detectors	Tub seats
Grab bars	Toilet hand grips
Night lights	Shower/tub mats
Transfer bench	Smoke detectors
Hand held shower	Stair hand rails
Tub grips	
Raised toilet seat	
Door grips	
Toilet hand rail	

Lifespan will perform

- A falls prevention assessment in each home
- Based on the results of the assessment, actual home modifications including provision of equipment/supplies to prevent falls and other injuries

Lifespan will provide monthly reports of program activity to the Town of Irondequoit in a format requested by the Town.

Referrals will be received through NY Connects or through direct referral from the Town of Irondequoit. Services provided through this contract will be covered by a grant from the Town of Irondequoit Community Development Block Grant for qualified recipients. Eligibility will be determined based on age and/or disability and income of the resident applying Community Development Block Grant income guidelines. Lifespan will also provide services to individuals who do not meet the income guidelines but will charge a labor rate and the actual cost of materials used. We will also work with the Irondequoit Department of Community Development and work with local media to increase referrals if necessary.

Assessments, modifications and equipment will be provided without charge to Irondequoit residents found eligible for the service. Lifespan will request that program recipients complete a customer satisfaction survey and will provide program recipients with written material about making a voluntary contribution to Lifespan.

ATTACHMENT B

STANDARD TERMS & CONDITIONS
FOR TOWN OF IRONDEQUOIT CONTRACTS

The Contractor agrees to be bound by the following clauses, which are hereby made a part of the contract dated _____ ("Contract"). As used herein, the word "Contractor" herein refers to Lifespan of Greater Rochester, Inc., and the word "Town" herein refers to the Town of Irondequoit.

1. **SERVICES**. The Contractor shall perform the Services set forth in the Contract ("Scope of Work").

2. **TERM OF AGREEMENT**. The Contract shall be for the period from August 1, 2020 through July 31, 2021, unless sooner terminated pursuant to the terms hereof.

3. **NON-ASSIGNMENT CLAUSE**. The Contract may not be assigned by the Contractor without the Town's written prior consent.

4. **FEES**. The Town shall pay the Contractor the fees set forth in Section 2 of the Contract. Payment shall be made by the Town's Accounts Payable Office upon submittal of invoice(s) approved by the Comptroller, or her designee.

5. **EXPENSES**. If permits, governmental approvals or licensing is required to perform the Scope of Work provided, the Contractor agrees to apply for and obtain, at its cost and expenses such permits, approvals, or licenses.

6. **IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. FEDERAL EMPLOYER IDENTIFICATION NUMBER**. The Contractor agrees to file an IRS form W-9 with the Town prior to the commencement of the Contract. Supply of such form is a condition precedent to the payment by the Town of any sums owed pursuant to the Contract. All invoices or Town standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to the Comptroller of the Town must include the payee's identification number. The number is the payee's federal Employer Identification Number (EIN). Failure to include this number may delay payment.

7. **WAIVER OF DAMAGES; INDEMNITY**. The Contractor hereby waives and releases the Town from any claims the Contractor may have at any time arising out of or relating in any way to the Contract, except to the extent caused by the Town's willful misconduct. Further, the parties agree that in no event shall the Town be liable for any loss of the Contractor's business, revenues or profits, or special, consequential, incidental, indirect or punitive damages of any nature, even if the Town has been advised in advance of the possibility of such damages. This shall constitute the Town's sole liability to the Contractor and the Contractor's exclusive remedies against the Town. Except for the willful misconduct of the Town the Contractor shall indemnify, hold harmless and defend the Town and its Town Board, officers, employees, and agents from any liability, losses, costs, damages, claims, and obligations relating to or arising from the Contract. Without limiting the foregoing, the Contractor shall indemnify and hold harmless the Town, and its Town Board officers, employees, and agents from all liability, losses, costs, damages, claims, and obligations of any nature or kind, including attorneys' fees, costs, and expenses, for infringement or use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance, registered or unregistered trademark, service mark, or trade name, furnished or used in connection with the Contract. The Contractor, at its own expense, shall defend any action brought

against the Town to the extent that such action is based upon a claim that the goods or services supplied by the Contractor or the operation of such goods or services infringes a patent, trademark, or copyright or violates a trade secret. The Contractor hereby agrees to defend, indemnify and save harmless the Town against any and all liabilities, loss, damage, detriment, suit, claim, demand, cost, charge, attorneys' fees and expenses of whatever kind or nature which the Town may directly or indirectly incur, suffer or be required to pay by reason or in consequence of the carrying out of any of the provisions or requirements of the Contract, where such loss or expense is incurred directly or indirectly by the Town, its employees or agents, as a result of the negligent act or omission, breach, or fault of the Contractor, its agents, employees or permitted subcontractors. If a claim or action is made or brought against the Town and for which the Contractor may be responsible hereunder in whole or in part, then the Contractor shall be notified and shall be required to handle or pay for the handling of the portion of the claim for which the Contractor is responsible as a result of this section.

8. **INSURANCE REQUIREMENTS**. The Contractor shall procure and maintain at its own expense until final completion of the work or services covered by the Contract, insurance for liability for damages imposed by law of the kinds and in the amounts hereinafter provided, issued by insurance companies authorized to do business in the State of New York, covering all operations under the Contract whether performed by the Contractor or by his/her/its subcontractors. **The Town of Irondequoit must be named as Certificate Holder and Additional Insured on a primary and non contributory basis on all policies.** Within ten (10) days after notice of award, the Contractor shall furnish to the Town evidence of insurance in a form satisfactory to the Town Attorney showing that he/she/its has complied with all insurance requirements set forth herein, such evidence shall provide that the policies shall not be changed or cancelled until thirty (30) days written notice has been given to the Town. **Please note, a certificate of insurance alone is not sufficient as proof of the Town covered as Certificate Holder and an Additional Insured. A policy endorsement from the Contractor's carrier is required.** Except for workers' compensation insurance, no insurance required herein shall contain any exclusion of municipal operations performed in connection with the Contract. These requirements shall survive the expiration and termination of this Contract. The kinds and amounts of insurance are as follows:

A. WORKERS' COMPENSATION AND DISABILITY INSURANCE: The Contractor must request and complete a waiver form and furnish the Town with an original, if it is not required to carry workers' compensation and or disability insurance. Otherwise, the Contractor shall maintain statutory workers' compensation and disability insurance coverage as required by law.

B. BUSINESS LIABILITY INSURANCE: The Contractor shall procure and maintain an insurance policy covering the liability for damages imposed by law upon the Contractor with respect to all work performed by it and any employee, agent or permitted subcontractor under the Contract. All of the following coverage shall be included:

- Comprehensive Form
- Business Liability Insurance covering the Hold Harmless Provision
- Broad Form Property Damage
- Independent Contractors
- Personal Injury
- Products and Completed Operations

Coverage must be written by an insurance company lawfully authorized to do business in New York State. Such insurance coverage will protect the Contractor from all which may arise out of or result from the Contractor's operations or those of its employees, agents or authorized

subcontractors under the Contract and for which the Contractor may be legally liable, including without limitation, the following:

1. Claims for damages because of bodily injury, occupational sickness or disease, or death of any person other than the Contractor's employees.

2. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from.

3. Claims for damages because of bodily injury, death or property damage arising out of ownership, maintenance or use of a motor vehicle.

4. Claims involving contractual liability insurance applicable to the Contractor's obligations contained herein.

9. **RELATIONSHIP OF PARTIES**. With regard to performance under the Contract, the Contractor is an independent contractor and not an officer, agent, partner, joint venture partner, or employee of the Town. The Contractor shall not, at any time or in any manner, represent that it or any of its agents or employees is in any manner an agent or employee of the Town.

10. **TOWN REPRESENTATIVE**. The Town Supervisor or his/her designee shall represent the Town in the implementation of the Contract.

11. **SEVERABILITY; GOVERNING LAW**. The invalidity of any portion of the Contract shall not affect the remainder thereof, which shall remain in effect to the extent permitted by law. The Contract shall be deemed to have been executed and delivered within the State of New York, and the rights and obligations of the parties hereunder, and any action arising from or relating to the Contract, shall be construed and enforced in accordance with, and governed by, the laws of the State of New York or United States law, without giving effect to conflict of laws principles. Any action or proceeding arising out of or relating to the Contract shall be brought in the County of Monroe, State of New York, and each party hereto irrevocably consents to such jurisdiction and venue, and waives any claim of inconvenient forum.

12. **EQUAL OPPORTUNITY EMPLOYER**. The Contractor, in the execution of the Contract, certifies that it is an equal employment opportunity employer.

13. **BOARD AUTHORIZATION**. The effectiveness of the Contract is expressly conditioned upon the express approval and ratification by the Town Board of the Town of Irondequoit.

14. **ATTORNEYS' FEES AND COSTS**. If either party shall bring any action or proceeding against the other party arising from or relating to the Contract, each party shall bear its own attorneys' fees and costs, regardless of which party prevails.

15. **AMENDMENTS**. The Contract may be amended only in a writing signed by both parties. If there is a conflict between the terms that are set forth in the Contract and these Standard Terms & Conditions for Town of Irondequoit Contracts, the provisions of these Terms & Conditions for Town of Irondequoit Contracts set forth herein will control.

LIFESPAN OF GREATER ROCHESTER, INC.

By: _____
Ann Marie Cook, President and CEO

TOWN OF IRONDEQUOIT

By: _____
David A. Seeley, Supervisor

Resolution No. 2020-____

EXTRACT OF MINUTES OF MEETING OF TOWN BOARD ADOPTING A RESOLUTION AUTHORIZING AN AGREEMENT WITH LIFESPAN OF GREATER ROCHESTER, INC. FOR TRANSPORTATION SERVICES TO THE ELDERLY AS APPROVED THROUGH THE COMMUNITY DEVELOPMENT BLOCK GRANT DURING AUGUST 1, 2020 THROUGH JULY 31, 2021

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 21st day of July, 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, it is necessary to secure the services of the Lifespan of Greater Rochester, Inc. to provide transportation services to elderly residents of the Town; and

WHEREAS, the Lifespan of Greater Rochester, Inc. has submitted a proposal for the twelve (12) month period from August 1, 2020 through July 31, 2021 in the amount of $12,500; and

WHEREAS, Lifespan's program was part of the Irondequoit 2020 Community Development Block Grant Program adopted by the Town Board pursuant to Resolution 2020-145; and

WHEREAS, funding for this service is available in the Community Development Block Grant as a public service program expense.

NOW, THEREFORE BE IT RESOLVED, that the Town Board authorizes the Supervisor to enter into an agreement with the Lifespan of Greater Rochester, Inc. for transportation services to elderly residents of Irondequoit as approved through the Community Development Block Grant during the grant period from August 1, 2020 through July 31, 2021 in the amount of $12,500.

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_____

AGREEMENT BETWEEN THE TOWN OF IRONDEQUOIT AND LIFESPAN OF GREATER ROCHESTER INC.

This is an Agreement entered into on the ____ day of _____, 2020, between the Town of Irondequoit, a municipal corporation having offices at 1280 Titus Avenue, Rochester, New York 14617, on behalf of the Community Development Block Grant Program (hereinafter referred to as the "CDBG"), and Lifespan of Greater Rochester Inc., having offices at 1900 South Clinton Avenue, Rochester, New York 14618 (hereinafter referred to as "Lifespan").

WHEREAS, the primary objective of the CDBG program is the development of viable urban communities by providing good housing and a suitable living environment, and by expanding economic opportunities, principally for low- and moderate-income persons; and

WHEREAS, by definition under the CDBG, senior citizens are considered to be persons of low or moderate income; and

WHEREAS, Lifespan has extensive experience in providing specialized transportation services;

NOW THEREFORE, in consideration of the terms and conditions herein, it is hereby agreed by and between the parties as follows:

Lifespan agrees to provide non-emergency group transportation services to persons age 60 years and older who reside in the Town of Irondequoit that are unable to drive or take public transit. Rides can be booked seven (7) days a week with most providers that offer weekend transportation; however the IRide mobility manager service is only available Monday through Friday during normal business hours. Reservations are required for all discounted trips. The program provides services to destinations within Monroe County for the following purposes: non-emergency medical appointments, physical therapy, visits to nursing homes, grocery shopping, and to other destinations for social outings.

In order to be eligible, riders must be residents of the Town of Irondequoit to receive the CDBG subsidy; the mobility manager will help residents to determine if additional fare reductions may be applicable by other funders. Riders would receive a CDBG subsidy, payable directly to the provider they use, for the first eight (8) one-way rides a month for routine medical appointments, grocery trips, visits to nursing homes and social outings; and a subsidy for up to twenty-five (25) one-way rides if the need is for chronic medical treatments such as dialysis, chemotherapy, radiation, physical therapy and similar treatments. This will ensure that limited Town funds will not be depleted quickly and that priority needs can be addressed.

1. Lifespan will provide transportation services through its travel partners under this Agreement and will seek reimbursement from the Irondequoit CDBG at a rate of eight dollars ($8.00) per trip up to a total of one thousand (1,000) individual trips. Lifespan will control the quantity and quality of the transportation services to be provided by this Agreement. Lower-income older adults participating the program will obtain increased

travel subsidies, in some cases resulting in no fare, through use of Medical Motor Service, one of the travel partners of IRide coordinated by Lifespan.

2. The CDBG agrees to pay Lifespan for the services set forth herein the total sum not to exceed twelve thousand five hundred dollars ($12,500.00). Such sum shall be paid to Lifespan according to monthly invoices for services rendered as submitted by Lifespan.

3. The CDBG further agrees to reimburse Lifespan for administrative costs for insurance for the services provided pursuant to this Agreement and CDBG-related accounting expenses, provided such costs are included within the twelve thousand five hundred dollars ($12,500.00) maximum annual grant set forth in Section 2, above.

4. Lifespan agrees to provide statistical information related to the monthly invoices as requested by the CDBG.

5. The term of this Agreement will be from August 1, 2020, through July 31, 2021.

Lifespan hereby acknowledges that the funds provided by the CDBG under this Agreement result from a contract between the CDBG and the United States Department of Housing and Urban Development under the Community Development Act of 1974.

As the indirect recipient through this contract of funds from the United States Department of Housing and Urban Development, Lifespan agrees to comply fully with and to cooperate fully with the CDBG in its efforts to comply with the terms and requirements of the Federal Single Audit Act of 1984, as the same may be amended from time to time (the "Act").

Lifespan shall, upon request of the CDBG, provide the CDBG such documentation, records, information and data and respond to such inquiries as the CDBG may deem necessary or appropriate and shall fully cooperate with independent auditors to have access and to examine and copy all records, documents, reports, and financial statements as may be necessary to comply or to assure or monitor compliance with the Act, the Circulars and such other circulars, interpretations, opinions, rules or regulations as may, from time to time, be issued or promulgated pursuant to or in connection with the Act.

Lifespan agrees that the CDBG or any of its duly authorized representatives, including HUD, may inspect and audit all records, books, papers and documents associated with this Agreement and further agrees to maintain for a period of five (5) consecutive years following the termination of this Agreement all records, reports and other documentation arising out of the performance of this Agreement.

The parties hereby acknowledge and agree that the Standard Terms & Conditions for Town of Irondequoit Contracts attached hereto are hereby incorporated by reference in their entirety and made a part of this Agreement.

NONDISCRIMINATION: Lifespan specifically agrees that it will carry out its work and obligations under the terms of this Agreement pursuant to the provisions of Title VI of the Civil Rights Act of 1964 and Title VIII of the Civil Rights Act of 1968, which acts prohibit

discrimination on the basis of race, creed, sex, familial status, age, handicap or national origin. MMS agrees to administer the Agreement in accordance with the provisions of the Americans With Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, as amended, and Section 109 of the Housing and Community Development Act of 1974, as amended, which acts prohibit discrimination against persons with disabilities under any program or activity receiving Federal financial assistance. MMS further agrees to abide by the provisions of Article 15 (§§290-302) of the Executive Law of the State of New York with respect to unlawful discriminatory practices. Such provisions of law are incorporated into this Agreement as if set forth herein in full.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the date first written above.

TOWN OF IRONDEQUOIT

By: _____
David A. Seeley, Supervisor

LIFESPAN OF GREATER ROCHSTER INC.

By: _____
Ann Marie Cook
President/CO

STATE OF NEW YORK)
COUNTY OF MONROE) SS:

On this __ day of _____, 2020, before me personally came **David A. Seeley**, to me known, who being by me duly sworn, did depose and say that he resides in the Town of Irondequoit, Monroe County, New York, that he is the **Supervisor** of the Town of Irondequoit, the municipal corporation described in and which executed the above instrument; and that he signed his name to the foregoing instrument by virtue of the authority vested in him by the laws of the State of New York and the local laws and ordinances of the Town of Irondequoit.

_____
Notary Public

STATE OF NEW YORK)
COUNTY OF MONROE) SS:

On this __ day of _____, 2020, before me personally came Ann Marie Cook, to me known, who duly sworn, did depose and say that she resides in Monroe County, New York; that

she is the **President/CEO** of Lifespan of Greater Rochester Inc., the corporation described in and which executed the foregoing instrument; that she signed her name thereto by order of the Board of Directors.

_____

Notary Public

STANDARD TERMS & CONDITIONS
FOR TOWN OF IRONDEQUOIT CONTRACTS

The Contractor agrees to be bound by the following clauses, which are hereby made a part of the contract dated _____, ("Contract"). As used herein, the word "Contractor" herein refers to the Lifespan of Greater Rochester, Inc., and the word "Town" herein refers to the Town of Irondequoit.

1. **SERVICES**. The Contractor shall perform the Services set forth in the Contract ("Scope of Work").

2. **TERM OF AGREEMENT**. The Contract shall be for the period from August 1, 2020, through July 31, 2021, unless sooner terminated pursuant to the terms hereof.

3. **NON-ASSIGNMENT CLAUSE**. The Contract may not be assigned by the Contractor without the Town's written consent.

4. **FEES**. The Town shall pay the Contractor the fees set forth in Section 2 of the Contract. Payment shall be made by the Town's Accounts Payable Office upon submittal of invoice(s) approved by the Comptroller, or her designee.

5. **EXPENSES**. If permits, governmental approvals or licensing is required to perform the services provided, the Contractor agrees to apply for and obtain, at its cost and expenses such permits, approvals, or licenses.

6. **IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. FEDERAL EMPLOYER IDENTIFICATION NUMBER**. The Contractor agrees to file an IRS form W-9 with the Town prior to the commencement of the Contract. Supply of such form is a condition precedent to the payment by the Town of any sums owed pursuant to the Contract. All invoices or Town of Irondequoit standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to the Comptroller of the Town must include the payee's identification number. The number is the payee's federal Employer Identification Number (EIN). Failure to include this number may delay payment.

7. **WAIVER OF DAMAGES; INDEMNITY**. The Contractor hereby waives and releases the Town from any claims the Contractor may have at any time arising out of or relating in any way to the Contract, except to the extent caused by the Town's willful misconduct. Notwithstanding the foregoing, the parties agree that in no event shall the Town be liable for any loss of the Contractor's business, revenues or profits, or special, consequential, incidental, indirect or punitive damages of any nature, even if the Town has been advised in advance of the possibility of such damages. This shall constitute the Town's sole liability to the Contractor and the Contractor's exclusive remedies against the Town. Except for the sole negligence or willful misconduct of the Town the Contractor shall indemnify, hold harmless and defend the Town and its Town Board, officers, employees, and agents from any liability, losses, costs, damages, claims, and obligations relating to or arising from the Contract. Without limiting the foregoing, the Contractor shall indemnify and hold harmless the Town, and its Town Board officers, employees, and agents from all liability, losses, costs, damages, claims, and obligations of any nature or kind, including attorneys' fees, costs, and expenses, for infringement or use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance, registered or unregistered trademark, service mark, or trade name, furnished or used in connection with the Contract. The Contractor, at its own expense, shall defend any action brought against the Town to the extent that such action is based upon a claim that the goods or services supplied by the Contractor or the operation of such goods or services infringes a patent, trademark, or copyright or violates a trade secret. The Contractor hereby agrees to defend, indemnify and save harmless the Town against any and all liabilities, loss, damage, detriment, suit, claim, demand, cost, charge, attorneys' fees and expenses of whatever kind or nature which the Town may directly or indirectly incur, suffer or be required to pay by

reason or in consequence of the carrying out of any of the provisions or requirements of the Contract, where such loss or expense is incurred directly or indirectly by the Town, its employees or agents, as a result of the negligent act or omission, breach, or fault of the Contractor, its agents, employees or permitted subcontractors. If a claim or action is made or brought against the Town and for which the Contractor may be responsible hereunder in whole or in part, then the Contractor shall be notified and shall be required to handle or pay for the handling of the portion of the claim for which the Contractor is responsible as a result of this section.

8. **INSURANCE REQUIREMENTS**. The Contractor shall procure and maintain at its own expense until final completion of the work or services covered by the Contract, insurance for liability for damages imposed by law of the kinds and in the amounts hereinafter provided, issued by insurance companies authorized to do business in the State of New York, covering all operations under the Contract whether performed by the Contractor or by his/her/its subcontractors. **The Town of Irondequoit must be named as Certificate Holder and Additional Insured on a primary and noncontributory basis on all policies.** Within ten (10) days after notice of award, the Contractor shall furnish to the Town evidence of insurance in a form satisfactory to the Town Attorney showing that he/she/its has complied with all insurance requirements set forth herein, such evidence shall provide that the policies shall not be changed or cancelled until thirty (30) days' written notice has been given to the Town. **Please note, a certificate of insurance alone is not sufficient as proof of the Town covered as Certificate Holder and an Additional Insured. A policy endorsement from the Contractor's carrier is required.** Except for workers' compensation insurance, no insurance required herein shall contain any exclusion of municipal operations performed in connection with the Contract. These requirements shall survive the expiration and termination of this Contract. The kinds and amounts of insurance are as follows:

A. WORKERS' COMPENSATION AND DISABILITY INSURANCE: The Contractor must request and complete a waiver form and furnish the Town with an original, if it is not required to carry workers' compensation and or disability insurance. Otherwise, the Contractor shall maintain statutory workers' compensation and disability insurance coverage as required by law.

B. BUSINESS LIABILITY INSURANCE: The Contractor shall procure and maintain an insurance policy covering the liability for damages imposed by law upon the Contractor with respect to all work performed by it and any employee, agent or permitted subcontractor under the Contract. All of the following coverage shall be included:

- Comprehensive Form
- Business Liability Insurance covering the Hold Harmless Provision
- Broad Form Property Damage
- Independent Contractors
- Personal Injury
- Products and Completed Operations

Coverage must be written by an insurance company lawfully authorized to do business in New York State. Such insurance coverage will protect the Contractor from all which may arise out of or result from the Contractor's operations or those of its employees, agents or authorized subcontractors under the Contract and for which the Contractor may be legally liable, including without limitation, the following:

1. Claims for damages because of bodily injury, occupational sickness or disease, or death of any person other than the Contractor's employees.

2. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from.

3. Claims for damages because of bodily injury, death or property damage arising out of ownership, maintenance or use of a motor vehicle.

4. Claims involving contractual liability insurance applicable to the Contractor's obligations contained herein.

9. **RELATIONSHIP OF PARTIES**. With regard to performance under the Contract, the Contractor is an independent contractor and not an officer, agent, partner, joint venture partner, or employee of the Town. The Contractor shall not, at any time or in any manner, represent that it or any of its agents or employees is in any manner an agent or employee of the Town.

10. **TOWN REPRESENTATIVE**. The Town Supervisor or his/her designee shall represent the Town in the implementation of the Contract.

11. **SEVERABILITY; GOVERNING LAW**. The invalidity of any portion of the Contract shall not affect the remainder thereof, which shall remain in effect to the extent permitted by law. The Contract shall be deemed to have been executed and delivered within the State of New York, and the rights and obligations of the parties hereunder, and any action arising from or relating to the Contract, shall be construed and enforced in accordance with, and governed by, the laws of the State of New York or United States law, without giving effect to conflict of laws principles. Any action or proceeding arising out of or relating to the Contract shall be brought in the County of Monroe, State of New York, and each party hereto irrevocably consents to such jurisdiction and venue, and waives any claim of inconvenient forum.

12. **EQUAL OPPORTUNITY EMPLOYER**. The Contractor, in the execution of the Contract, certifies that it is an equal employment opportunity employer.

13. **BOARD AUTHORIZATION**. The effectiveness of the Contract is expressly conditioned upon the express approval and ratification by the Town Board of the Town of Irondequoit.

14. **ATTORNEYS' FEES AND COSTS**. If either party shall bring any action or proceeding against the other party arising from or relating to the Contract, each party shall bear its own attorneys' fees and costs, regardless of which party prevails.

15. **AMENDMENTS**. The Contract may be amended only in a writing signed by both parties. If there is a conflict between the terms that are set forth in the Contract and these Standard Terms & Conditions for Town of Irondequoit Contracts, the provisions of these Terms & Conditions for Town of Irondequoit Contracts set forth herein will control.

LIFESPAN OF GREATER ROCHESTER INC.	**TOWN OF IRONDEQUOIT**
By: _____	By: _____
Ann Marie Cook, President/CEO	David A. Seeley, Supervisor

Resolution No. 2020 -

EXTRACT OF MINUTES OF MEETING OF TOWN BOARD ADOPTING A RESOLUTION AUTHORIZING THE RENEWAL OF AN INTERMUNICIPAL AGREEMENT WITH MONROE COUNTY FOR THE SUPPLY OF ELECTRICITY AND NATURAL GAS TO TOWN FACILITIES

At the regular meeting of the Town Board of the Town of Irondequoit, Monroe County, New York held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 21ST day of July 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, deregulation continues to provide opportunities for competition among suppliers of electricity and natural gas; and

WHEREAS, Monroe County manages an aggregation group for the provision of electricity and natural gas to local governments and school districts; and

WHEREAS, the per unit costs of both electricity and natural gas quoted by the Monroe County Energy Aggregation Group are lower than or equal to costs from other suppliers of electricity and natural gas; and

WHEREAS, pursuant to General Municipal Law § 119-o, the Town may enter into an intermunicipal agreement with Monroe County for a term of up to five years, and an existing intermunicipal agreement with Monroe County expires on August 31, 2020.

NOW, THEREFORE BE IT RESOLVED, that the Town Supervisor is authorized to renew the intermunicipal agreement with Monroe County for the supply of electricity and natural gas to town facilities for the time period 9/1/2020 – 8/31/2025.

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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_____

Resolution No. 2020-

EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION AUTHORIZING THE ANNUAL AUDIT OF THE TOWN COURTS

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 21st day of July 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, as a recipient of annual grant funding from the US government in excess of $750,000, is required to have an annual audit by a Certified Public Accountant (CPA); and

WHEREAS, the annual audit performed by the CPA includes an examination of the Town Courts and the production of a separate document summarizing the procedures performed; and

WHEREAS, the NY State Office of Court Administration requires a resolution by the Town Board to authorize the examination of the courts; and

WHEREAS, the annual audit for 2019 was authorized by resolution 2018–294 in an agreement with the firm of The Bonadio Group for annual audit services for fiscal year 2019.

NOW, THEREFORE BE IT RESOLVED, that the Town Board of the Town of Irondequoit affirms that the annual audit performed by The Bonadio Group includes an examination of the Town Courts and a separate document summarizing the examination of the Town Courts, a copy of which shall be filed with the NY State Office of Court Administration.

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	_____

Resolution No. 2020-_____

EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION FOR DRY-CLEANING SERVICES WITH JULIAN'S DRY CLEANERS

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 21st day of July 2020 at 7:00 P.M. local time; there were

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

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

WHEREAS, pursuant to the current contract between the Town of Irondequoit and the Nightstick Club, P.B.A., Section 3.7 - Uniform and Equipment, the Town will identify a dry-cleaning vendor to clean the honor guard uniforms of the employees who are members of the Town's Honor Guard; and

WHEREAS, the Irondequoit Police Department anticipates that the dry-cleaning services will cost approximately $350 per year, and therefore obtained a verbal quote for the services pursuant to Section 51-7 of the Irondequoit Town Code; and

WHEREAS, the Irondequoit Police Department has identified Julian's Dry Cleaners, 1964 Ridge Road East, Rochester, New York as its vendor of choice to provide dry-cleaning services as follows:

Dress Shirt	$3.45
Dress Pant	$7.40
Sport Coat (Dress Coat)	$8.00

In addition, Julian's is offering a 10% discount on each order; and

WHEREAS, funding for the above-referenced dry-cleaning expense is available in the Police Budget 001-3120-4080.

NOW, THEREFORE BE IT RESOLVED, that the Town Board authorizes Julian's Dry Cleaners, 1964 Ridge Road East, Rochester, New York to be the vendor of choice for the cleaning of the honor guard uniforms pursuant to Section 3.7 of the current contract between the Town of Irondequoit and the Nightstick Club P.B.A.

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 _____

Resolution No. 2020-____

EXTRACT OF MINUTES OF MEETING OF TOWN BOARD AUTHORIZING THE PURCHASE OF A LICENSE PLATE READER AND THE ASSOCIATED APPROPRIATION TRANSFER AND AMENDMENT WITHIN THE 2020 POLICE DEPARTMENT BUDGET

At a regular meeting of the Town Board of the Town of Irondequoit, Monroe County, New York held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 21st day of July 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 New York State Division of Homeland Security and Emergency Services in an effort to enhance law enforcement preparedness and operational readiness along the borders of the United States and to enhance cooperation, coordination and operational capabilities between Federal, State, local and tribal law enforcement agencies in a joint mission to secure the U.S. Borders, provided a monetary grant to the Monroe County Sheriff's Office; and

WHEREAS, the Monroe County Sheriff's Office is the primary recipient of said grant and pursuant to the terms of the grant is to administer certain funds to the Irondequoit Police Department and facilitate the use thereof; and

WHEREAS, the Irondequoit Police Department agreed to accept the grant funds to be used for (i) personnel overtime; (ii) personnel fringe benefit costs; and (iii) a license plate reader (the "Grant Activities") by Resolution 2019-192 on August 20, 2019; and

WHEREAS, the grant funds were appropriated to 001-0001-4389-4396 – Federal Grant - Stonegarden (IPD); and

WHEREAS, $12,338.40 was allocated for the purchase of a License Plate Reader to be paid from Police Miscellaneous Equipment budget 001-3120-2130; and

WHEREAS, the Police Department obtained a written quote dated March 30, 2020, in the amount of $15,410.00 from Vigilant Solutions, 1152 Stealth Street, Livermore, California for the purchase the License Plate Reader; and

WHEREAS, the Chief of Police has determined that Vigilant Solutions is the sole source of written quotes for the License Plate Reader because its database synchronizes with databases maintained by Monroe County and the New York State Police, Vigilant Solutions' license plate recognition database is the largest in the United States and is available through no other source, and because the Vigilant Solutions product offers six additional features unavailable elsewhere, all as set forth on the Sole Source Justification Letter, dated June 24, 2020, annexed hereto as **Exhibit A**; and

WHEREAS, because Vigilant Solutions is the sole provider of the license plate reader, the Town Board has determined that the Chief of Police has complied with the requirement to obtain written quotes pursuant to Section 51-7 of the Irondequoit Town Code; and

WHEREAS, it is necessary to transfer $3,071.60 from the Police Fuel budget 001-3120-4171 to the Police Miscellaneous Equipment budget 001-3120-2130 to cover the cost of the License Plate Reader.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board authorizes the transfer of $3,071.60 from the Police Fuel Budget 001-3120-4171 to Police Miscellaneous Equipment budget 001-3120-2130 for the purchase of the aforementioned License Plate Reader; and

AND, THEREFORE BE IT FURTHER RESOLVED, that $15,410.00 be allocated to purchase a License Plate Reader from Vigilant Solutions. to be paid from Police Miscellaneous Equipment budget 001-3120-2130;

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

This resolution shall take effect immediately upon its adoption.

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

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

June 24th, 2020

Irondequoit Police Department
1300 Titus Avenue
Rochester, NY 06854

To whom it may concern,

I am very happy that you are considering Vigilant Solutions as a provider of investigative technology solutions, and I am pleased to present you with the following elements which support a sole source justification for purchasing Vigilant Solutions equipment.

Database

- Vigilant Solutions offers a centralized, hosted License Plate Recognition (LPR) solution which eliminates any requirements of server hardware, database expertise, and software maintenance from your Agency. This hosted offering is made exclusively available by Vigilant in our CJIS-compliant hosting environment. This service from Vigilant provides data storage, database optimization, and software updates performed over the air. **This allows Irondequoit Police Department to connect with every agency that is on Vigilant's network. This encompasses over 3,000 law enforcement agencies across the country.**

- Vigilant Solutions hosts the largest license plate recognition (LPR) database in the United States. Our exclusive database, consisting of data collected from law enforcement agencies and the repossession industry, consists of over 10 billion LPR scans and is growing at a rate of 300 million scans per month. **This is data available to law enforcement agencies through no other source in the world.**

Additional Features

- *Stakeout* is an **exclusive** feature that allows for multiple points of interest to be defined on a map, with corresponding geo-zones and times/dates, for the location of "common plates" that are seen in more than one of the locations of interest. This feature facilitates investigations into pattern crimes and for generating leads in the identification of serial offenders.

- *Associate Analysis* is another **exclusive** tool that allows a known plate to be analyzed for possible "associates", or other license plates that are commonly seen at the same times and locations of the suspect. This can be useful in determining a suspects' known associates, identifying organized criminal enterprises, or analyzing a victim's stalker.

- *Locate Analysis* is an **exclusive** tool which provides a statistical assessment of where to locate a suspect vehicle based on historical LPR data. *Locate Analysis* groups historical detections around addresses and applies aging, popularity, and other metrics to each location to determine the best locations in which to allocate resources when trying to locate a suspect.

- *LEARN Mobile* is Vigilant's **exclusive** smartphone application. Available for both Android and iPhone devices, *Mobile Companion is the* **first and only** mobile application that can automatically capture license plate images, check against agency hotlists, perform queries against collected data, receive alerts on their smart phone or tablet, and perform all of the associated analytics in *LEARN* on their mobile device. *Mobile Companion* also features the *Mobile Hit Hunter* application, which can show an officer's location in relation to historical hits.

- *Year, Make, & Model* inquiries against an LPR database, without the need for a license plate number, are **only available** through Vigilant's platform. This feature is extremely valuable as witnesses to a crime very seldom can recall an accurate license plate, but often are able to give a description of a vehicle.
- *Mapping Alert Service (MAS)* is an **exclusive** feature that enables the agency to leverage the data sharing initiative of *LEARN* to match ALL available LPR data against agency hotlists and provide "hits" on a map interface. This can be used to locate vehicles of interest and visualize criminal "hot spots" for predictive policing efforts.

Please let me know if you have any questions or require any further clarifications. On behalf of the entire team here at Vigilant Solutions, we look forward to our future conversations with your agency.

Sincerely,

Chris Perez
Vigilant Solutions, LLC
Regional Sales Manager
(516) 859-1520
chris.perez@vigilantsolutions.com

VIGILANT
SOLUTIONS

Quote For:

Irondequoit Police Department
Attn: Mark Jesske

Reference:
Irondequoit PD - Mobile LPR

Quote By:

Vigilant Solutions, LLC
Chris Perez

Date: 03-30-20

Be Smart. Be Safe. Be Vigilant.

Vigilant Solutions is about protecting officers, families and communities. Vigilant is about saving lives – creating innovative and essential intelligence solutions for law enforcement that enhance policing efforts. Intelligence can solve crimes, prevent crimes before they occur, and improve safety for officers and the public that they serve and protect. Vigilant's solutions are designed to collect, organize and share data to credentialed law enforcement personnel, making intelligence actionable and readily accessible.

WHAT WE DO:

REDUCE CRIME RATES

OFFICER SAFETY

INCREASE EFFICIENCY & PRODUCTIVITY

REVENUE DISCOVERY/ RECOVERY

OUR PRODUCTS:

- License Plate Recognition (LPR) Data and Analytics
- Fixed and Mobile LPR Cameras
- Facial Recognition
- Ballistics Analysis
- Crime Mapping and Analytics
- Campus Safety Solutions
- Parking Enforcement Solutions
- Corporate Security Solutions

BE SAFE. BE SMART. BE VIGILANT.

VIGILANTSOLUTIONS.COM · 925-398-2079

VIGILANT SOLUTIONS	**Vigilant Solutions, LLC** **1152 Stealth Street** **Livermore, California 94551** **(P) 925-398-2079 (F) 925-398-2113**	Be smart. Be safe. Be Vigilant.

Issued To:	Irondequoit Police Department - Attention: Mark Jesske	Date:	03-30-20
Project Name:	Irondequoit PD - Mobile LPR	Quote ID:	CPE-1331-01

PROJECT QUOTATION

We at Vigilant Solutions, LLC are pleased to quote the following systems for the above referenced project:

Qty	Item #	Description

(1)	**Mobile LPR SYS-1**
	CDM-2-33--RHD
		Mobile LPR 2-Camera Reaper High-Definition System (Expandable to 4 Cams)
		Hardware:
		• Qty=2 12mm lens package
		• VLP-5200 Processing Unit
		• Wiring harness w/ ignition control (Direct to Battery)
		  o Single point power connection
		• Field installed GPS antenna
		Software:
		• CarDetector Mobile LPR software application for MDC unit
		  o LPR vehicle license plate scanning / real time alerting
		  o Full suite of LPR tools including video tool set

(1)	VS-LEARN--H	**Vigilant Hosted/Managed Centralized LPR server via LEARN**
		• Vigilant hosted/managed LEARN account
		  o Central repository for all LPR data acquired by each LPR system
		• Includes Vigilant's suite of LPR data analytics via online web access
		  o Automated CarDetector software update management
		  o Plate searching, mapping, data mining utilities
		  o Stakeout, Associate Analysis and Locate Analysis
		  o Full administrative security with management auditing
		• Plug-N-Play an unlimited number of CarDetector LPR systems
		  o Requires NO server hardware, NO server maintenance
		• Requires Vigilant Enterprise Service Agreement contract

(1)	VSBSCSVC-01	**Vigilant LPR Basic Service Package for Hosted/Managed LPR Deployments** • Managed/hosted server account services by Vigilant o Includes access to all LEARN or Client Portal and CarDetector software updates • Priced per camera per year for up to 14 total camera units registered • Requires new/existing Enterprise Service Agreement (ESA)

(1)	SSU-SYS-COM	**Vigilant System Start Up & Commissioning of 'In Field' LPR system** • Vigilant technician to visit customer site • Includes system start up, configuration and commissioning of LPR system • Applies to mobile (1 System) and fixed (1 Camera) LPR systems
(1)	VS-TRVL-01	**Vigilant Travel via Client Site Visit** • Vigilant certified technician to visit client site • Includes all travel costs for onsite support services
(2)	K-U-T-CHGR11-SET	**LPR Camera Mounting Kit for 2011+ Charger Trunk** • Trunk Mount Single LPR Camera Mounting Bracket - One per camera
(1)	VS-SHP-01	**Vigilant Shipping Charges** • Applies to each Mobile LPR System • Shipping Method is FOB Shipping
Subtotal Price (Excluding sales tax)		**$15,410.00**

Quote Notes:

1. All prices are quoted in USD and will remain firm and in effect for 60 days.
2. Returns or exchanges will incur a 15% restocking fee.
3. Orders requiring immediate shipment may be subject to a 15% QuickShip fee.
4. Installation is not included in this quote, to be provided by 3rd party.

Quoted by: Chris Perez - Northeast Regional Sales Manager - 516-859-1520 - chris.perez@vigilantsolutions.com

Total Price (Excluding sales tax)	**$15,410.00**

Resolution No. 2020-_____

EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION TO ENTER INTO THE CARFAX FOR POLICE 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 21st day of July 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 Irondequoit Police Department desires to enter into an agreement with the CARFAX for Police Program; and

WHEREAS, this is an on-line program that will allow investigators access to a motor vehicle's history (i.e. previous owner(s); accident records, maintenance) for investigative purposes; and

WHEREAS, there is no cost to the Irondequoit Police Department for this service.

NOW, THEREFORE BE IT RESOLVED, that the Town Board authorizes the Chief of Police to execute any and all documents necessary to enter into the CARFAX for Police Program as approved by the Attorney for the Town.

This resolution shall take effect immediately upon its adoption.

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

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

CARFAX
CARFAXFORPOLICE.COM

ENROLLMENT FORM FOR LAW ENFORCEMENT

Official Agency Name (*must provide FULL name*) ("Agency"): _____

Agency ORI Number: __ __-__ __ __ __ __ __ __

Name of Chief of Police or Sheriff: _____ Number of Sworn Officers: _____

Address: _____ City: _____

County: _____ State: _____ Zip: _____

Total Number of Motor Vehicle Accident Reports written last year: _____

Enrollment in the CARFAX For Police Program allows Agency to subscribe, in exchange for motor vehicle accident reports data created or collected by Agency, to the CARFAX investigative tools ("Investigative Tools"), the CARFAX Crash Report Distribution Platform, the CARFAX eCrash Platform, and such other tools and services that CARFAX may offer subscribers to the CARFAX For Police Program.

Agency wishes to subscribe to:

Investigative Tools	☐ Yes ☐ No
CARFAX Crash Report Distribution Platform	☐ Yes ☐ No (If Yes, please provide additional information requested below)
CARFAX eCrash Platform (only available if Agency subscribes to the CARFAX Crash Report Distribution Platform)	☐ Yes ☐ No

Additional information required for the CARFAX Crash Report Distribution Platform:

Does applicable state or local law or regulation require that motor vehicle accident reports can only be provided to specific interested parties (as defined by such law or regulation)? ☐ Yes ☐ No

Amount to be reimbursed to Agency for each accident report sold through the CARFAX Crash Report Distribution Platform: $_____

By signing below, I represent that I am duly authorized to execute this Enrollment Form on behalf of Agency and bind Agency to the CARFAX For Police Program Terms and Conditions:

Signature: _____ Title: _____

Printed Name: _____ Date: _____

Send completed form to: Christopher Peach | EMAIL: christopherpeach@carfax.com

CARFAXFORPOLICE.COM

CARFAX® For Police Program Terms and Conditions

These CARFAX® For Police Program Terms and Conditions ("Terms and Conditions"), any enrollment form (each, an "Enrollment Form") signed or accepted by the law enforcement agency ("Agency"), and any exhibits and addenda to any Enrollment Form (whether entered into at the same time or at a later date) collectively form the agreement ("Agreement") between CARFAX, Inc. ("CARFAX") and Agency and govern Agency's subscription to the CARFAX® for Police Program ("Program"). This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and terminates and supersedes all previous agreements, whether oral or written, relating to the same subject matter, and will continue in full force and effect so long as Agency subscribes to the Program.

1. Provision of Data. Agency agrees to provide, or authorizes its third party service provider to provide, to CARFAX all motor vehicle accident reports (or any data contained therein, as mutually agreed by the parties) that are created or collected by Agency and that Agency is permitted to provide to CARFAX ("Accident Data"). Agency understands that CARFAX relies on its sources for the accuracy and reliability of the information, and therefore Agency will notify CARFAX of erroneous information in any Accident Data provided to CARFAX. Agency authorizes CARFAX to include any and all non-personal information from the Accident Data in the CARFAX Vehicle History Service database ("VHDB"), and to use such information in connection with any data, products and services provided by CARFAX. Agency authorizes CARFAX to include any and all information from the Accident Data provided by Agency (including, without limitation, any personal information) in CARFAX's crash report center database (the "Crash Report Center Database" and collectively with the VHDB, the "CARFAX Databases") for use in connection with the CARFAX services that Agency subscribes to through the Program, including the CARFAX Crash Report Distribution Platform (as defined below), the Investigative Tools (as defined below), and/or such other services as may be offered by CARFAX from time to time (each, a "Service" and collectively, the "Services"). Agency agrees to use its best efforts to provide to CARFAX, upon CARFAX's request, another copy of any previously provided Accident Data as soon as reasonably possible after such request. Agency understands that, in the event of any termination of Agency's subscription to any Service or this Agreement, CARFAX may continue to use the Accident Data already acquired by CARFAX.

2. Term and Termination. Agency agrees that its subscription to the Program will be effective from the date on which Agency first provides Accident Data to CARFAX in the form and format that allows CARFAX to upload such Accident Data in the CARFAX Databases (the "Effective Date") and will continue in effect for a period of one (1) year and thereafter will automatically renew for additional one (1) year periods until either party provides the other party ninety (90) days written notice prior to any renewal date (the "Term"). If, during the Term, Agency elects to terminate its subscription to the CARFAX Crash Report Distribution Platform, the CARFAX eCrash Platform and/or the CARFAX Databases, Agency must provide written notice to CARFAX of such election and CARFAX shall reasonably accommodate such request within thirty (30) days of receipt of such request. Termination of Agency's subscription to any Service does not terminate any other Services to which Agency may have subscribed. CARFAX may terminate this Agreement immediately upon written notice if Agency breaches any provision of this Agreement. All provisions of this Agreement that expressly or should by their nature survive any expiration or termination of this Agreement shall so survive, including without limitation the last sentence of Section 1, this last sentence of Section 2, the last two sentences of Section 8, and Sections 3, 5, 7(c), 11, 12, 14 and 15.

3. Ownership. Agency acknowledges that the CARFAX Databases and the Investigative Tools (including all data contained therein), the CARFAX eCrash Platform, the CARFAX Crash Report Distribution Platform, and all intellectual property relating to each of the foregoing, are and will remain the property of CARFAX.

4. Agency Account. Promptly following the Effective Date, CARFAX will establish an Agency Account and will provide Agency with username(s) and password(s) to access the CARFAX Databases to use the Investigative Tools. Agency will ensure that only authorized employees of Agency are given access to the Agency Account. Agency will ensure that a separate username and password is issued for each authorized employee of Agency. Agency will be responsible for the administration of such username(s) and password(s) (including, without limitation, in connection with changes in authorized personnel and/or user job functions) and will promptly notify CARFAX of any changes to current authorized users. Agency understands that it is liable for the security of the username(s) and password(s) issued by CARFAX and all charges or fees arising out of the unauthorized or improper use of such username(s) and password(s), including access by non-authorized individuals or use for commercial purposes. Agency will not share the username(s) and/or password(s) issued by CARFAX with any third party (other than with CARFAX-approved third party vendors to facilitate the Permitted Use).

5. Security. Agency acknowledges that the Crash Report Center Database (as defined below) contains accident reports that may include personally identifiable information (collectively, "PII"). Agency will keep all such PII confidential and secure, including without limitation by (a) restricting access to the Agency Account and/or such accident reports to employees of Agency who have a need to know as part of their official duties; (b) ensuring that the Agency Account and such accident reports are accessed for a Permitted Use only, and information from such accident reports is not shared with any third party except as permitted by law and pursuant to this Agreement; (c) maintaining and complying with any applicable data retention policy governing the security and retention of accident reports; and (d) maintaining an information security program that is designed to meet applicable state and federal law requirements for safeguarding PII, including, at a minimum, to (i) ensure the security and confidentiality of such accident reports; (ii) protect against any anticipated threats or hazards to the security or integrity of data contained on such accident reports; and (iii) protect against unauthorized access to or use of the data contained in such accident reports. In the event of any actual or reasonably suspected breach of accident reports data caused by Agency's access to or use of the accident reports contained in the Crash Report Center Database ("Agency Breach"), Agency will promptly notify CARFAX of such actual or suspected Agency Breach and will fully cooperate with CARFAX in investigating such breach or unauthorized access and preventing the recurrence of any unauthorized or attempted possession, use or knowledge of the data. Agency shall be solely responsible for any legal or regulatory obligations which may arise under applicable law in connection with such Agency Breach and shall bear all costs associated with complying with legal and regulatory obligations in connection therewith and will reimburse CARFAX for any expenses incurred by CARFAX in connection with such Agency Breach, or any actions required as a result thereof. For purposes of clarification, and without limiting the generality of the foregoing, Agency shall, in compliance with law and at its own expense, notify the individuals whose information is the subject of such Agency Breach or potential Agency Breach, and shall also

notify any other parties (including without limitation regulatory entities and credit reporting agencies) as may be required by law. Agency agrees that such notification shall not reference CARFAX or the CARFAX Crash Report Center Database, nor shall CARFAX be otherwise identified or referenced in connection with such Agency Breach, without CARFAX's express written consent. Agency shall remain solely liable for claims that may arise from such Agency Breach, including without limitation costs for litigation (including attorneys' fees), and reimbursement sought by individuals, including without limitation costs for credit monitoring or allegations of loss in connection with such Agency Breach.

6. CARFAX Services Integrity. Agency will not upload or otherwise introduce any viruses, spyware or other software that jeopardizes the security or integrity of the CARFAX Databases, the Investigative Tools, the CARFAX eCrash Platform or any CARFAX website and/or mobile device application or otherwise interferes with the CARFAX Databases, the Investigative Tools, the CARFAX eCrash Platform or any CARFAX website and/or mobile device application functioning as intended by CARFAX.

7. Investigative Tools. In consideration of Agency's provision of Accident Data to CARFAX and authorization for CARFAX to use such Accident Data in accordance with Section 1, CARFAX hereby grants to Agency a limited, revocable, nontransferable, nonsublicensable and nonexclusive license to the CARFAX Databases to access and use the services described in Sections 7(a) and 7(b) (collectively, the "Investigative Tools"), subject to the terms and conditions of this Agreement. The license to the CARFAX Databases is limited to the extent required for criminal investigative purposes (which will constitute the "Permitted Use" of the Investigative Tools).

(a) Subscription to the VHDB. CARFAX will provide to Agency a subscription to the VHDB to access CARFAX Vehicle History Reports, QuickVIN®, VINAlert®, Partial License Plate Search and such other investigative tools that CARFAX may offer from time to time.

(b) Subscription to the Crash Report Center Database. CARFAX will provide Agency with a subscription to the Crash Report Center Database to obtain, as necessary, copies of motor vehicle accident reports that were provided to CARFAX by other law enforcement agencies and any information contained in the foregoing. To the extent "personal information" (as such term is defined under the Federal Driver's Privacy Protection Act (18 U.S.C. § 2721 et seq.) and/or analogous state laws (collectively, the "DPPA")) is contained in motor vehicle accident reports obtained by Agency from the Crash Report Center Database and the disclosure and use of such personal information is subject to the DPPA, Agency represents and warrants for itself and each authorized employee that it shall use such personal information only (i) to carry out its functions; (ii) in connection with matters of motor vehicle or driver safety and theft, motor vehicle emissions, motor vehicle product alterations, recalls or advisories, or performance monitoring of motor vehicles; (iii) in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State or local court or agency or before any self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution or enforcement of judgments and orders, or pursuant to an order of a Federal, State or local court; (iv) to provide notice to the owners of towed or impounded vehicles; or (v) for any other use specifically authorized under the law of the State that holds the record, if such use is related to the operation of a motor vehicle or public safety.

(c) Restrictions on Access and Use of the Investigative Tools. Agency shall not: (i) provide, offer, distribute, sell, resell or otherwise disclose any of the Investigative Tools or any information derived from the Investigative Tools to any third party (except to the extent such Investigative Tool becomes part of Agency's criminal investigation record, subject to the state's open records laws); (ii) permit the use of the CARFAX Databases or any information contained therein by any third parties; (iii) search the CARFAX Databases or any information contained therein on behalf of any third party; (iv) use or permit the use of the CARFAX Databases or any information contained therein for purposes other than the Permitted Use; (v) use or permit the use of the CARFAX Databases or Investigative Tools in the operation of a service bureau; or (vi) use or permit the use of the CARFAX Databases or the Investigative Tools for personal or unlawful purposes. Systematic access or retrieval of Investigative Tools or the information derived from Investigative Tools, including, but not limited to, the use of "bots" or "spiders," is strictly prohibited. In the event Agency provides any Investigative Tool or the information derived from the Investigative Tool to another party, Agency shall not: (A) provide such Investigative Tool or information to any party for resale or remarketing in any manner or (B) modify such Investigative Tool or information in any way. Agency shall make no representation or provide any warranty to any person or entity regarding CARFAX, the CARFAX Databases, the Investigative Tools, or the information derived from the Investigative Tools, whether written or oral, that is inconsistent with the provisions of this Agreement or the information contained on the Investigative Tools (including all disclaimers).

8. CARFAX Crash Report Distribution Platform. Agency understands that in order to subscribe to the CARFAX Crash Report Distribution Platform, the Accident Data provided to CARFAX by Agency must include substantially all data elements contained on the motor vehicle accident reports (to the extent permitted by applicable law). If Agency elects to subscribe to the CARFAX Crash Report Distribution Platform, Agency authorizes CARFAX to offer to sell and sell accident reports online (the "CARFAX Crash Report Distribution Platform") to the extent permitted by applicable law. Agency agrees to: (i) include on its website(s) and social media site(s) one or more hyperlinks to the CARFAX Crash Report Distribution Platform unless Agency notifies CARFAX in writing that it wants to opt out of this requirement, (ii) direct entities that want to purchase its motor vehicle accident reports to the CARFAX Crash Report Distribution Platform, (iii) direct all calls that Agency receives relating to CARFAX or the CARFAX Crash Report Distribution Platform to 1-800-990-2452 or such other phone number designated by CARFAX, and (iv) authorize CARFAX to issue press releases and public statements relating to Agency's subscription to the CARFAX Crash Report Distribution Platform, unless Agency notifies CARFAX in writing that it wants to opt out of this requirement. CARFAX will pay Agency the amount to be reimbursed to Agency for each accident report sold through the CARFAX Crash Report Distribution Platform (as provided by Agency on the Enrollment Form) ("Reimbursed Fee") for each accident report sold to the CARFAX Crash Report Distribution Platform corporate subscribers and/or referrals directed to the CARFAX Crash Report Distribution Platform by Agency. Agency will notify CARFAX in writing of any change to the then-current Reimbursed Fee and any such change will take effect thirty (30) days after CARFAX's receipt of such notice. Notwithstanding any other provision of this Agreement, in no event will Agency require a higher Reimbursed Fee when accident reports are sold through CARFAX than a citizen would be required to pay when an accident report is purchased directly from Agency's website. Within thirty (30) days after the end of each calendar month, CARFAX will provide Agency a payment equal to the number of accident reports purchased by the CARFAX Crash Report Distribution Platform corporate subscribers and/or referrals directed to the CARFAX Crash Report Distribution Platform by Agency in the prior calendar month multiplied by the applicable Reimbursed Fee. Agency understands that, in the event of any termination of Agency's

subscription to the CARFAX Crash Report Distribution Platform or this Agreement, CARFAX may continue to sell or offer to sell, in accordance with this Agreement, the vehicle accident reports already acquired by CARFAX prior to such termination.

9. CARFAX eCrash Platform. If Agency subscribes to the CARFAX Crash Report Distribution Platform, Agency may also subscribe to the application offered by CARFAX to help Agency create vehicle accident reports in electronic form (the "CARFAX eCrash Platform"). Subject to the terms and conditions set forth herein, CARFAX hereby grants to Agency a limited, revocable, nontransferable, nonsublicensable and nonexclusive license to use the CARFAX eCrash Platform in accordance with the terms of this Agreement. The license to use the CARFAX eCrash Platform is limited to the extent required to complete vehicle accident reports and for no other purpose (which will constitute the "Permitted Use" of the CARFAX eCrash Platform). Agency shall not: (i) provide, offer, distribute, sell, resell or otherwise permit unauthorized parties from accessing or using the CARFAX eCrash Platform for any purpose; or (ii) use or permit the use of the CARFAX eCrash Platform for any purpose other than a Permitted Use. Agency shall be solely responsible for (a) any and all data entered into the CARFAX eCrash Platform and (b) approval of the information to create the applicable vehicle accident report. Agency shall notify CARFAX in writing if any applicable state or local law or regulation limit the use or distribution of motor vehicle accident reports, including without limitation any requirement that motor vehicle accident reports must be reported to the state before being distributed to any interested parties and/or third parties. Unless so notified by Agency in writing, once the applicable police accident report has been approved by Agency, CARFAX may use the Accident Data created using the CARFAX eCrash Platform as permitted under Sections 1 and/or 8. If Agency terminates its subscription to the CARFAX eCrash Platform, it will no longer have access to create new vehicle accident reports or approve vehicle accident reports that are entered in the CARFAX eCrash Platform but are not approved prior to the effective date of the termination. If this Agreement is terminated, Agency will no longer have access to the vehicle accident reports created by Agency using the CARFAX eCrash Platform and Agency is responsible for retaining all such vehicle accident reports on its own systems prior to the effective date of the termination.

10. Compliance with Laws. Each party shall comply with all applicable federal, state and local laws, rules and regulations with respect to its performance under this Agreement.

11. Disclaimers; Limited Warranty. Agency acknowledges that CARFAX collects data from public records and other sources for use in the CARFAX Databases and that this data may contain errors and omissions. CARFAX does not guarantee the correctness or completeness of the CARFAX Databases, the Investigative Tools or any information contained therein, and CARFAX will not be liable for any loss or injury caused, in whole or part, either by its negligence or circumstances beyond its control in procuring, compiling, collecting, interpreting or making available the CARFAX Databases or the Investigative Tools. Agency understands that not all information is available for all states and that CARFAX does not have access to some information that may be available to other parties. Agency also understands there may be a period of time between receipt of certain information by CARFAX and its inclusion of such information into the CARFAX Databases or the Investigative Tools. Agency acknowledges that neither the CARFAX Databases nor the Investigative Tools provide any conclusions regarding the condition of any vehicle, and Agency assumes full responsibility with respect to its decisions and transactions using the CARFAX Databases, the Investigative Tools or any information contained therein. THE CARFAX DATABASES, THE INVESTIGATIVE TOOLS, THE CARFAX CRASH REPORT DISTRIBUTION PLATFORM AND/OR THE CARFAX ECRASH PLATFORM AND ALL INFORMATION CONTAINED IN THE FOREGOING ARE PROVIDED "AS IS" AND "AS AVAILABLE." CARFAX MAKES AND AGENCY RECEIVES NO WARRANTIES, EXPRESS OR IMPLIED, AND CARFAX EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CARFAX DOES NOT GUARANTEE THAT THE CARFAX DATABASES, THE INVESTIGATIVE TOOLS, THE CARFAX CRASH REPORT DISTRIBUTION PLATFORM AND/OR THE CARFAX ECRASH PLATFORM WILL FUNCTION WITHOUT INTERRUPTION OR ERRORS IN FUNCTIONING. IN PARTICULAR, THE OPERATION OF THE CARFAX DATABASES, THE INVESTIGATIVE TOOLS, THE CARFAX CRASH REPORT DISTRIBUTION PLATFORM AND/OR THE CARFAX ECRASH PLATFORM MAY BE INTERRUPTED DUE TO MAINTENANCE, UPDATES, OR SYSTEM OR NETWORK FAILURES. CARFAX, ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS DISCLAIM ALL LIABILITY FOR ANY LOSS OR DAMAGES CAUSED BY USE OF THE CARFAX DATABASES, THE INVESTIGATIVE TOOLS, THE CARFAX CRASH REPORT DISTRIBUTION PLATFORM AND/OR THE CARFAX ECRASH PLATFORM OR ANY INFORMATION CONTAINED THEREIN.

12. Limitation of Liability; Indemnification. Agency agrees that CARFAX's liability hereunder for damages, regardless of the form of action, shall not exceed the amount paid by Agency for the Investigative Tool in question, the CARFAX Crash Report Distribution Platform and/or the CARFAX eCrash Platform, as applicable. This shall be Agency's exclusive remedy. IN NO EVENT WILL CARFAX BE LIABLE FOR CONSEQUENTIAL, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME, OR ANY THIRD PARTY CLAIM OR DEMAND) EVEN IF CARFAX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Except to the extent prohibited by applicable law, Agency will indemnify and hold CARFAX, its affiliates and its and their respective directors, officers, employees and agents harmless from any claims, suits, investigations, damages (either direct or indirect), costs, expenses and losses of any and every kind (including but not limited to reasonable attorneys' fees and costs) arising out of Agency's breach of Section 10 or Agency's use of the CARFAX Databases, any Investigative Tools or the CARFAX eCrash Platform or any information contained therein for any purpose other than the Permitted Use or in a manner prohibited by this Agreement or applicable law.

13. Marks. CARFAX grants to Agency a limited, revocable, nonexclusive and nontransferable license to use CARFAX trademarks and logos provided by CARFAX to Agency ("CARFAX Marks") solely as approved by CARFAX. Agency acknowledges that Agency's use of the CARFAX Marks shall inure to CARFAX's benefit.

14. Governing Law. This Agreement, and any claim or dispute relating in any way to the activities under this Agreement, shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to its conflict of law principles.

15. Miscellaneous. In the event of a direct conflict between the terms and conditions contained in an Enrollment Form and those set

forth in these Terms and Conditions, the terms of the Enrollment Form shall govern. CARFAX reserves the right to discontinue or modify, upon notification to Agency, any aspect of any of the Services provided by CARFAX hereunder. CARFAX reserves the right to modify these Terms and Conditions and to impose new or additional terms and conditions at any time. Such modifications and additional terms and conditions will be effective immediately upon being posted online on the CARFAX For Police website (or such other successor website) and incorporated into this Agreement. Agency's continued use of the Services, as applicable, will be deemed acceptance thereof. CARFAX's failure to insist in any one or more instances upon the performance of any term, obligation, or condition of this Agreement by Agency, or to exercise any right or privilege conferred in this Agreement, will not be construed as a waiver of such term, obligation, or condition or a relinquishment of such right or privilege. Any waiver of a breach of any term or condition of this Agreement by CARFAX will not be considered a waiver of any subsequent breach of the same or any other condition. If any provision of this Agreement is found invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the other provisions of this Agreement will remain in force, unless the invalidity or unenforceability of a provision materially alters the rights or obligations of a party. Agency shall not assign this Agreement without the prior written consent of CARFAX.

Resolution No. 2020-_____

EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION AUTHORIZING THE APPROVAL FOR EDUCATIONAL EXPENSES

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 21st day of July, 2020 at 7:00 P.M. local time; there were

PRESENT:

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

Harter, Secrest & Emery LLP Attorney for the Town

Town Board member_____offered the following resolution and moved its adoption:

WHEREAS, pursuant to the current contract between the Town of Irondequoit and the Nightstick Club P.B.A., Article 15, Section I, ratified on March 13, 2020, it is requested that the Town Board authorize reimbursement to Sergeant Andrew Whitaker for the satisfactory completion of the 2020 Spring Session in Utica College's on-line Cybersecurity Bachelor of Science; and

WHEREAS, Sgt. Whitaker successfully completed two courses – CYB 333 earning an A, and MAT 112 earning a C-; and

WHEREAS, the cost of the two courses was paid in 4 installments of $694.85 each on January 8, 2020, February 14, 2020, March 5, 2020 and April 3, 2020 for a total of $2,779.40; and

WHEREAS, the Town shall reimburse Sergeant Andrew Whitaker 80% of the tuition cost per said contract which amounts to $2,223.52; and

WHEREAS, funding for this expense is available in account 001-3120-4100.

NOW, THEREFORE BE IT RESOLVED, that the Town Board authorize reimbursement to Sergeant Andrew Whitaker for the satisfactory completion of the above-referenced courses for the 2020 Spring Session in Utica College's on-line Cybersecurity Bachelor of Science degree

program, in the amount of $2,223.52 as per the current contract between the Town of Irondequoit and the Nightstick Club P.B.A., Article 15, Section I, ratified on March 13, 2020.

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_____

IRONDEQUOIT POLICE DEPARTMENT

Intra-Departmental Memorandum

"Dedicated to Service"

TO: **Chief Laird**

FROM: **Sgt. Andrew Whitaker**

DATE: **6/2/2020**

SUBJECT: **Education Reimbursement**

Chief Laird,

This Memorandum is regarding my continuous education reimbursement.
Per the Irondequoit Nightstick Club CBA Educational Benefits Article 15, section 1.

I am informing you of my completion of the spring 2020 session. For the spring session I took two courses, CYB 333 which I earned an A and Mat 112 which I earned a C-.

I paid for the courses in 4 installments which are as follows; 1/8/20 $694.85, 2/14/20 $694.85, 3/5/20 $694.85, and 4/3/20 $694.85 The total for the spring session was $2779.40.

I have attached the receipts and my final grades for the 2020 spring session and receipts of said payments.

Thank you again for your and the department's willingness to support me in my continuing education.

If you have any questions, please feel free to contact me.

Respectfully Submitted

Sgt. Andrew Whitaker

6/3/2020

Final Grades

000472737 Andrew Whitaker
Spring 2020
Jun 02, 2020 04:21 am

Student Information

Current Program

Bachelor of Science

Level:	Undergraduate
Program:	BS-Cybersecurity
Admit Term:	Summer 2019
Admit Type:	Transfer
Catalog Term:	Summer 2019
College:	Business and Justice Studies
Campus:	Distance Learning
Major:	Cybersecurity
Specialization:	Cyber Operations
Academic Standing:	Good Standing

Undergraduate Course work

CRN	Subject	Course	Section	Course Title	Campus	Final Grade	Attempted	Earned	GPA Hours	Quality Points
4744	CYB	333	Z2	Information Security	Distance Learning	A	3.000	3.000	3.000	12.00
1432	MAT	112	Z2	Basic Statistics	Distance Learning	C-	3.000	3.000	3.000	5.10

Undergraduate Summary

	Attempted	Earned	GPA Hours	Quality Points	GPA
Current Term:	6.000	6.000	6.000	17.10	2.85
Cumulative:	16.000	16.000	16.000	52.90	3.30
Transfer:	0.000	60.000	0.000	0.00	0.00
Overall:	16.000	76.000	16.000	52.90	3.30

Select another Term

RELEASE: 8.7.1

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UTICA COLLEGE

Receipt

#198551
Andrew Whitaker
ID: 000472737

Date: 1/8/20
Method: Visa

Total amount
$694.85

Description	Amount
Spring 2020: Spring 2020 Distance Campus Payment Plan	$676.25
Subtotal	$676.25
Service Charge	$18.60
Total	$694.85

Payments received	Amount
VISA (•••• 1065) Authorization #00181C	$676.25
VISA (•••• 1065) Authorization #00193C	$18.60
Total	$694.85

Thank you for your payment.

Utica College

UTICA COLLEGE

Receipt

#200521
Andrew Whitaker
ID: 000472737

Date: 2/14/20
Method: Visa

Total amount
$694.85

Description	Amount
Spring 2020: Spring 2020 Distance Campus Payment Plan	**$676.25**
Subtotal	**$676.25**
Service Charge	**$18.60**
Total	$694.85

Payments received	Amount
VISA (•••• 1065) Authorization #09727C	**$676.25**
VISA (•••• 1065) Authorization #09740C	**$18.60**
Total	$694.85

Thank you for your payment.

Utica College

UTICA COLLEGE

Receipt

#202399
Andrew Whitaker
ID: 000472737

Date: 3/5/20
Method: Visa

Total amount
$694.85

Description	Amount
Spring 2020: Spring 2020 Distance Campus Payment Plan	**$676.25**
Subtotal	**$676.25**
Service Charge	**$18.60**
Total	$694.85

Payments received	Amount
VISA (•••• 1065) Authorization #06278C	**$676.25**
VISA (•••• 1065) Authorization #06289C	**$18.60**
Total	$694.85

Thank you for your payment.

Utica College

UTICA COLLEGE

Receipt

#204479
Andrew Whitaker
ID: 000472737

Date: 4/3/20
Method: Visa

Total amount
$694.85

Description	Amount
Spring 2020: Spring 2020 Distance Campus Payment Plan	**$676.25**
Subtotal	**$676.25**
Service Charge	**$18.60**
Total	$694.85

Payments received	Amount
VISA (•••• 1065) Authorization #07925C	**$676.25**
VISA (•••• 1065) Authorization #07937C	**$18.60**
Total	$694.85

Thank you for your payment.

Utica College

Resolution No. 2020 -

EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) 2021 FORD UTILITY POLICE INTERCEPTOR ALL WHEEL DRIVE VEHICLE

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 21st day of July 2020 at 7:00 P.M. local time; there were:

PRESENT:

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

Town Board Member_____offered the following resolution and moved its adoption:

WHEREAS, it is necessary for the Police Department to purchase one (1) new 2021 Ford Utility Police Interceptor All Wheel Drive vehicle (the "Vehicle"); and

WHEREAS, the Town is authorized to make purchases through the contract of any county within the state at the same prices and under the same terms and conditions as such county pursuant to Irondequoit Town Code 51-5(B)(4) and New York State General Municipal Law §103(3); and

WHEREAS, the Police Department would like to utilize a contract of Onondaga County to purchase one (1) new 2021 Ford Utility Police Interceptor All Wheel Drive vehicle; and

WHEREAS, Van Bortel Ford, 71 Marsh Road, East Rochester, New York, has been awarded Onondaga County Bid # 8771 2021; and

WHEREAS, the estimated cost to purchase one (1) new 2021 Ford Utility Police Interceptor All Wheel Drive Vehicle is $ 36,886.55; and

WHEREAS, funding for this purchase is available in Police Vehicles account 001.3120.2155.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board approves the purchase of one (1) new 2021 Ford Utility Police Interceptor All Wheel Drive Vehicle from Van Bortel Ford, 71 Marsh Road, East Rochester, New York in the amount of $ 36,886.55; and

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

This resolution shall take effect immediately upon its adoption.

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

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

Monday June 29th, 2020 11:23 AM

Van Bortel Ford 71 Marsh Rd East Rochester, NY 14445 585-586-7705 Fax 585-586-7706

Vehicle Purchase Proposal

Attention: **Mark Neumann**

Purchase Order#:

Town of Irondequoit
1280 Titus Ave
Rochester NY14617
Phone: 585-336-6090 Fax: 585-467-1597
Mobile: 585-301-7094Email: mneumann@irondequoit.org

Quote# 30988

Onondaga Bid 8771 2021

Item Description	Code	Qty	Your Price	MSRP
2021 Ford Utility Police Interceptor AWD Non-Hybrid	K8A	1	$ 31,656.75	$ 38,330.00
Agate Black	UM	1	$ 0.00	$ 0.00
3.3L V6 DI Engine (Onondaga Bid Only)	99B	1	$ 0.00	$ 0.00
10-Speed Automatic Transmission	44U	1	$ 0.00	$ 0.00
License Plate Bracket - Front	153	1	$ 0.00	$ 0.00
Dome Lamp - Red/White in Cargo Area	17T	1	$ 46.00	$ 50.00
Global Lock / Unlock feature	18D	1	$ 0.00	$ 0.00
100 Watt Siren/Speaker (includes bracket and pigtail)	18X	1	$ 289.80	$ 315.00
Front Warning Auxiliary Light	21L	1	$ 506.00	$ 550.00
Dark Car Feature – Courtesy lamp disable when any door is opened	43D	1	$ 23.00	$ 25.00
Police Engine Idle Feature	47A	1	$ 239.20	$ 260.00
Spot Lamp - LED Bulb, Driver Only (Unity)	51R	1	$ 363.40	$ 395.00
Hidden Door-Lock Plunger w/Rear-door controls inoperable	52P	1	$ 147.20	$ 160.00
Mirrors - Heated Sideview	549	1	$ 55.20	$ 60.00
Keyed Alike – 1111x	59J	1	$ 46.00	$ 50.00
Pre-Wiring for grille LED lights, siren and speaker Included w/ 67U	60A	1	$ 0.00	$ 0.00
Noise Suppression Bonds (Ground Straps)	60R	1	$ 92.00	$ 100.00
Front Headlamp Lighting Solution	66A	1	$ 823.40	$ 895.00
Tail Lamp Lighting Solution	66B	1	$ 395.60	$ 430.00
Rear Lighting Solution	66C	1	$ 418.60	$ 455.00
Ultimate Wiring Package	67U	1	$ 515.20	$ 560.00
Rear-Door Handles Controls Inoperable / Locks Inoperable (with 52P)	68G	1	$ 0.00	$ 0.00
Deflector Plate	76D	1	$ 308.20	$ 335.00
Rear Console Plate Included w/ 67U	85R	1	$ 0.00	$ 0.00
Tail Lamp / Police Interceptor Housing Only Included w/ 66B	86T	1	$ 0.00	$ 0.00
Rear View Camera (mirror display)	87R	1	$ 0.00	$ 0.00
PROGRAM FRONT HEADLAMPS RED		1	$ 69.00	$ 75.00
REPLACE PASS SIDE FOG LAMP RED		1	$ 782.00	$ 850.00
Delivery to Region 1	Reg 1	1	$ 110.00	$ 110.00
Term is Net 15 Days A.R.V. Delivery from factory to dealer is estimated at 16-20 weeks. This Quote Expires In 60 Days or final Order date, whichever comes first. Any attempt in canceling an order is subject to the manufacturers ability to cancel the order.	**Total Price:**		**$ 36,886.55**	
Quantity on this Order: 1	**Grand Total:**		**$ 36,886.55**	

To place an order please sign and date this proposal and return it to
Van Bortel Ford along with a valid Purchase Order, Voucher, or Letter of Intent. Thank You!

Accepted By:_____ Title_____ Date_____

Van Bortel Ford Inc (WBE) Federal ID 16-1609363 Salesperson: George Lunney Quote: 30988

COUNTY OF ONONDAGA

DIVISION OF PURCHASE

13TH FLOOR

421 MONTGOMERY STREET

SYRACUSE NEW YORK 13202

BLANKET PRICE AGREEMENT

NOTICE OF CONTRACT AWARD

COMMODITY/SERVICE: 071-05 Police and Administrative Vehicles	
CONTRACT PERIOD: September 21, 2017 – September 20, 2022	***BID OPENED***: September 14, 2017
BID REF. #: 8771 ***REFERENCE***: N/A	***RENEWAL:*** N/A
DATE ISSUED: September 27, 2019	***INQUIRIES TO***: Tierza Sovocool, Buyer 315-435-3475

This is only a synopsis of the contract. Complete contract documents/specifications are on file in the Purchase Division. If you require additional information, you may call this office at (315) 435-3458 between 8:30 am and 4:30 pm.

CONTRACT ID NO	***VENDOR NAME & ADDRESS***	***PHONE NO & CONTACT***

SEE ATTACHED PAGE

CONTRACT ID NO	VENDOR NAME & ADDRESS	PHONE NO & CONTACT
3197	Robert Green Auto & Truck Box 8002 Rock Hill NY 12775 Vendor Code #5521	845-794-0300 845-794-0295 (FAX) Robert Green rsgreen.rgtruck@hotmail.com
3198	Van Bortel Ford Inc 71 Marsh Rd E Rochester NY 14445 Vendor Code #7124	585-586-7705 585-586-7706 (FAX) George Lunney/Josh Relyea fleet@vanbortelford.com
3199	Van Bortel Chevrolet 1338 W Main St Macedon NY 14502 Vendor Code #21553	585-586-7705 585-586-7706 (FAX) Josh Relyea fleet@vanbortelford.com

Resolution No. 2020-

EXTRACT OF MINUTES OF MEETING OF TOWN BOARD AUTHORIZING THE CHIEF OF POLICE TO ENTER INTO AN AGREEMENT WITH THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES

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 21st day of July 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 Irondequoit Police Department seeks access to criminal history and wanted and/or missing person data as may be contained in New York State Division of Criminal Justice Services' (hereafter, "DCJS") and, if applicable, Federal Criminal Justice Information Services data files and other state repository files; and

WHEREAS, pursuant to General Municipal Law § 99-r, the Town may enter into any agreement with any state agency for the provision of any service of government, and the Division of Criminal Justice Services is empowered to maintain criminal history, wanted, and missing persons databases pursuant to Executive Law § 837(6) and/or §837(8-a).

NOW THEREFORE BE IT RESOLVED, that the Town Board authorizes the Chief of Police to enter into an agreement with the New York State Division of Criminal Justice Services regarding access to criminal history, wanted, and/or mission persons information, and to enter into any extensions thereof.

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	_____

USE & DISSEMINATION AGREEMENT
between
NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES
and
IRONDEQUOIT TOWN POLICE DEPARTMENT

Pursuant to Executive Law §837(6) and/or §837(8-a), the New York State Division of Criminal Justice Services (DCJS) hereby agrees to allow **Irondequoit Town Police Department, Rochester, NY,** the ("User Agency") access to criminal history and wanted and/or missing persons data as may be contained in DCJS and, if applicable, federal Criminal Justice Information Services (CJIS) data files and other state repository files, as available through the Interstate Identification Index (hereinafter referred to as "III"), in accordance with the following terms and conditions:

DUTIES OF DCJS

DCJS will process authorized criminal history record inquiries, as specified in the Inquiry Specification list (attached hereto and hereinafter referred to as "Appendix A"), by searching its files and returning related criminal history, wanted and/or missing persons' information, as permitted by New York State law, DCJS administrative regulations, applicable federal statutes and regulations, and CJIS policies and procedures.

DCJS will allow the User Agency to access criminal history data electronically by allowing on-line searches of its files and, if applicable, CJIS files only for those authorized criminal justice purposes specified in Appendix A, and will return related criminal history, wanted and/or missing person's information, as permitted by New York State law, DCJS administrative regulations, applicable federal statutes and regulations, and CJIS policies and procedures.

DCJS will provide such information only to the extent that public funds are made available for that purpose.

DCJS will not allow the User Agency to access criminal history data for research purposes or any other purpose that is not specifically authorized by this Agreement.

DUTIES OF THE USER AGENCY

The User Agency will collect, receive, use, and report, when applicable, all information covered by this Agreement in compliance with all applicable state laws and regulations, and all applicable federal laws, regulations, policies and procedures, and restrict inquiries to only those specified in Appendix A.

The User Agency agrees to not access criminal history data for research purposes or any other purpose that is not specifically authorized by this Agreement. The User Agency must submit an official written request for access to criminal history data for purposes not specified in the Appendix A.

For employment and/or licensing purposes, the User Agency agrees to retain criminal history record information supplied by DCJS only for the duration of the appointment and/or licensing investigation process, including any subsequent administrative or judicial appeal of denial of the appointment and/or license. Thereafter, such information must be destroyed in a secure manner so as to preclude unauthorized access/use.

For electronic access, the User Agency must have and maintain the necessary computer and associated equipment. In addition to the aforementioned laws, regulations, policies and procedures, the User Agency must also comply with the Electronic Access Guidelines attached as Appendix B. Electronic access allows the User Agency to extract criminal history record information from DCJS criminal history files and, if applicable, CJIS for inclusion in a separate report, provided such information shall not be compiled by the User Agency into a separate data file(s), in either printed or electronic form, for: (i) the creation of a separate database in lieu of submitting a new inquiry to DCJS; (ii) secondary dissemination unless specifically authorized by law; (iii) research purposes; or (iv) any other purpose that is not specifically authorized by this Agreement.

The User Agency agrees to protect the security of criminal history record information that is contained in either printed or electronic form and comply with any and all provisions concerning the confidentiality of criminal history record information and the physical security of terminals, printers and other electronic devices, including, where applicable, mobile devices[1], enabled to electronically access the files of DCJS and, if applicable, the National Crime Information Center (NCIC)/III. All terminals, printers and other electronic devices, including mobile devices, under the control of the User Agency, which allow access to criminal history record information from DCJS files and, if applicable, NCIC/III files, must be in secure locations whether they are within the confines of the User Agency or the User Agency vehicles, or on the persons of the User Agency staff. Access to the locations must be restricted to authorized employees, or, if applicable, visitors - such as vendors - necessary for business purposes. Visitors to computer sites or terminal areas must be accompanied by User Agency staff.

The User Agency will familiarize its personnel with, and adhere to, 42 U.S.C. §3789g and the applicable regulations (see, 28 CFR Part 20; Appendix C) and, when applicable, the CJIS Security Policy, as updated, the NCIC Manual, and the III Operational and Technical Manual, which are incorporated into this Agreement by reference. The User Agency will also familiarize its personnel with, and ensure adherence to, all physical and personnel security, and other relevant provisions, as specified in the Electronic Access Guidelines in Appendix B. This includes, but is not limited to, provisions concerning the confidentiality of criminal history record information and the physical security of terminals enabled to electronically access the files of DCJS and, if applicable, CJIS.

The User Agency will make records available that support and justify criminal history record inquiries to DCJS and, if applicable, CJIS for the purpose of conducting routine, periodic audits to ensure compliance with all applicable laws, regulations, policies, and procedures regarding the information furnished by DCJS and/or CJIS pursuant to this Agreement. The User Agency agrees to keep such records as DCJS may require including a log of all non-fingerprint inquiries, whether made by electronic and non-electronic means, to facilitate audits. The log will reflect, at a minimum, a record of each inquiry showing the date, time, name of subject, specific reason for the inquiry, file or case number, name of person requesting the inquiry, and the terminal operator. In those cases, for which an inquiry is made on behalf of another authorized agency, the ORI code of the requesting agency must be recorded. Fingerprint-based inquiries need not be logged.

The User Agency will appoint a Terminal Agency Coordinator (TAC) who will be responsible for ensuring compliance with this Agreement, and DCJS and, if applicable, CJIS regulations and policies. The TAC will train and affirm the proficiency of terminal operators who access the criminal history files of DCJS, and, if applicable, the criminal history record files of CJIS, prior to the operator being permitted access. For those User Agencies that access CJIS information, in addition to ensuring that training and testing of each terminal operator has been completed pursuant to NCIC policies and procedures, the TAC will also ensure that DCJS-approved training of each terminal operator has been completed and will maintain each operator's certification attesting to such training. For those User Agencies with access to only NYS criminal history, the TAC will ensure that DCJS-approved training of each terminal operator has been completed and will maintain each operator's certification attesting to such training. The TAC will also maintain a complete, accurate, and current listing of all terminal operators and their user identifications. The head of the User Agency will officially notify DCJS upon the appointment of any TAC by submitting a form supplied by DCJS. The User Agency agrees to provide sufficient time during normal business hours for the TAC to perform the duties and responsibilities associated with the position, as explained in the *TAC Guidelines (DCJS-EXT 2422).*

Upon initial assignment or employment of all personnel who will have access to DCJS or CJIS criminal history record data, including programmers, technicians and other persons who will be utilized to effectuate access to, or initiate transmission of, DCJS or CJIS data, the User Agency will submit the fingerprints of those

[1] Mobile devices are to be used by law enforcement and partnering agencies only.

persons and the required state, and, if applicable, federal fee(s) in accordance with DCJS and CJIS criteria for a fingerprint-based criminal history record search. The User Agency shall not permit access of any kind until the User Agency receives and reviews the fingerprint-based search results and makes a determination if access/employment is appropriate. New York State Correction Law §§752-753 provides factors to be considered in making such determinations when an individual has prior criminal convictions. If deemed acceptable, the individual may be granted access. If a felony conviction of any kind is found, access shall be denied, and the User Agency will be responsible for immediately notifying DCJS' Office of Criminal Justice Records (OCJR). Where applicable, a further review may be conducted to determine whether extenuating circumstances exist to grant access to an individual with a felony conviction. Access to CJIS information by an individual with a felony conviction shall be determined pursuant to the federal CJIS Security Policy; and access to NYS-only criminal history information by an individual with a felony conviction shall be determined after a review by the DCJS Commissioner, or his or her designee. The User Agency will be notified upon a completion of such review whether such user shall be permitted access. If an individual approved for access is subsequently arrested, the User Agency will be notified. The User Agency will be responsible for notifying OCJR if such arrest results in a felony conviction. If a felony conviction results from such arrest, the User Agency agrees to review the individual's access in the manner outlined above.

In the event the User Agency believes there was a breach of the security of the System, i.e., the unauthorized acquisition of Criminal History Record Information (CHRI) data or any other criminal justice data provided to the User Agency as granted through this U&D, the User Agency shall initially and immediately notify the DCJS Director of Audit Services. The User Agency shall then immediately commence an investigation, in cooperation with the DCJS Director of Audit Services, to determine if a breach occurred, the scope of the breach and to restore the security of the System to prevent any further breaches. Upon completion DCJS, as the state entity owning the System, will determine if such breach is applicable to State Technology Law §208 STL §208 and GBL §899-aa.

ACCESS RESTRICTIONS

Access to criminal history and wanted and/or missing persons' data as may be contained in DCJS and, if applicable, CJIS data files and other state repository files, as available through III, shall only be used for authorized purposes.

Inquiries for employment and/or licensing purposes via telephone, computer to computer, remote terminal, correspondence, or other methods of non-fingerprint inquiry are prohibited. Fingerprints must be submitted for employment and/or licensing purposes.

Secondary dissemination of criminal history record information received from DCJS and/or CJIS is not permitted for any reason unless specifically authorized by law. Secondary dissemination means the transmission of criminal history record information in any form, printed or otherwise, to another agency or individual.

SUBSEQUENT QUERY REQUIREMENT

If the User Agency has a subsequent need for criminal history record information pertaining to an individual for whom a previous inquiry was made, the User Agency must submit a new inquiry to DCJS to ensure that it has the most current, complete, and accurate criminal history record report available for that individual. A criminal history record must never be used for research purposes or any other purpose that is not specifically authorized by this Agreement. Further, a criminal history record must not be used again in connection with an extension of the original purpose, or in connection with a new and different purpose. The criminal history record should be retained only so long as is necessary. Criminal history may be retained if: (i) it is a key

element in a case; (ii) there is a possibility that the record could be challenged; (iii) all levels of appeals have not been exhausted; or (iv) it is necessary to document the circumstances of the case/investigation at the time of the inquiry. Thereafter, such information must be destroyed in a secure manner.

Any criminal history record information electronically extracted and saved in a separate report by the User Agency must not be used for research purposes or any other purpose that is not specifically authorized by this Agreement. Further, any criminal history record information electronically extracted and saved in a separate report by the User Agency must not be used to create a separate database in lieu of submitting a new inquiry to DCJS.

SUSPENSION OF SERVICE, CANCELLATION, FINES

DCJS may suspend provision of all/part of the service covered by this Agreement to the User Agency for a known violation of any applicable state or federal laws, rules, regulations, policies, procedures, or this Agreement. The User Agency recognizes that a known violation of 34 USC 10231 and/or the applicable regulations by the User Agency, or its employees, may, if applicable, subject the User Agency to fines up to $10,000, and may, if applicable, result in suspension of all federal funds. DCJS may resume furnishing any information authorized hereunder when it is satisfied that all violations have been eliminated. Either DCJS or the User Agency may, on 30 days written notice, terminate this Agreement for any reason.

INDEMNIFICATION OF DCJS

The User Agency, to the extent permitted by State or federal law, agrees to indemnify and hold DCJS, its officers and employees, harmless from and against any and all claims, demands, actions, suits, and proceedings brought by others arising out of the terms of this Agreement founded upon the negligence or other tortious conduct of the User Agency including, but not limited to, any liability for loss or damage by reason of any claim of false imprisonment or false arrest.

VALIDATION OF INACTIVE NON-CRIMINAL FINGERPRINTS/SWITCH TO INACTIVE STATUS

If DCJS retains the User Agency's non-criminal applicant fingerprints in its files for the purpose of issuing reports to the User Agency upon the subsequent arrest of the subject of the retained fingerprints, the User Agency agrees to provide DCJS with:

(1) The names and NYSID numbers of individuals whose fingerprints were sent to DCJS for identification processing and retention, but whose applications were not approved for employment or licensure by the User Agency; and

(2) The names and NYSID numbers of individuals who subsequently left the User Agency's employment or relinquished the licensure.

The User Agency agrees to provide these notifications as often as practicable, at least once per year. Once so notified by the User Agency, DCJS agrees to designate as "inactive" the fingerprints of individuals who are no longer in the employment or licensure situation for which they were fingerprinted.

USE & DISSEMINATION AGREEMENT
between
NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES
and
IRONDEQUOIT TOWN POLICE DEPARTMENT

EFFECTIVE DATE

This Agreement shall supersede any prior Use and Dissemination Agreement between the parties and shall become effective when signed by the Commissioner of DCJS, or his or her designee, and the official of the User Agency having authority to bind the User Agency to the terms and conditions enumerated herein.

NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES	**USER AGENCY: IRONDEQUOIT TOWN POLICE DEPARTMENT**
BY: _____ Signature	BY: _____ Signature
Printed Name: Adam Dean	Printed Name: _____
Title: Director Office of Criminal Justice Records	Title: _____
Date: _____	Date: _____

Appendix A
Authorized Inquiry Specification List

Agency Name: Irondequoit Town Police Department ORI Number: NY0270200

ORI #: NY0270200 – Irondequoit Town Police Department		
On-Line Inquiry Reason Code	**Purpose of Inquiries**	**Enabling Authority**
ARR	Can only be used by Police Departments / Agencies, Sheriff's Offices, or District Attorney's when criminal history record information is needed during arrest processing. Should not be used in lieu of an available fingerprint-based rap sheet.	Executive Law §837(6)
CJE	Can only be used to make non-finger printable inquiries for perspective employees (including vendors/contractors involved with the administration of criminal justice for the criminal justice agency), not current employees or visitors. An applicant fingerprint submission will ensure a definitive criminal history for the employee as well as provide the agency with a hit notice if the individual is arrested for a finger printable offense in New York State.	28 CFR 20.33 FBI NCIC Operating Manual
CRI	Can only be used by Police Departments / Agencies, Sheriff's Offices, District Attorney's or interstate cooperation with law enforcement officers and agencies of other states and the federal government, to request criminal history record information of an individual currently under investigation for a crime/alleged crime.	Executive Law §837(6)
DET	Can only be used by Police Departments / Agencies, Sheriff's Offices or Correctional Facilities to perform inquiries when a person is being detained but is not a sentenced offender. This includes offenders who are held under securing orders, but not a commitment order.	Executive Law 837(6)

Remarks:
* Fingerprint processing fee required pursuant to Executive Law §837(8-a)

** Agencies that are authorized to conduct a FBI fingerprint background check on an applicant (i.e. employment, license, permit, adoption) are obligated to ensure the applicant is provided certain notice. Refer to https://www.fbi.gov/services/cjis/compact-council for the following documents regarding the privacy protection of a non-criminal fingerprint submissions:

- Privacy Act Statement
- Guiding Principles: Agency Privacy Requirements for Noncriminal Justice Applicants
- Guiding Principles: Noncriminal Justice Applicants Privacy Rights

Appendix A
Authorized Inquiry Specification List

Agency Name: Irondequoit Town Police Department ORI Number: NY0270200

DNA	Can only be used by Police Departments / Agencies, Sheriff's Offices, probation, parole, DOCCS, OCFS facilities, district attorney offices, and courts to verify charge information for DNA eligibility.	Executive Law 837(6)
GUN	Can only be used by Police Departments / Agencies, Sheriff's Offices, and courts in connection with firearm releases, permits, or renewals.	Penal Law §400.00(9) and (10)
HOU	Can only be used by Police Departments / Agencies or Sheriff's Offices to conduct a name-based search for a qualified Public Housing Authority (PHA). The law enforcement agency may advise the PHA if there is a hit, but may not provide a rap sheet to the PHA. If the PHA wishes to pursue this, they should submit civil fingerprints to DCJS.	Housing Opportunity Program Extension Act of 1996; Public Law 104-120
PDI	Can only be used by Police Departments / Agencies, Sheriff's Offices to request criminal history record information of an individual currently under investigation for a crime/alleged crime.	Executive Law §837(6)
WAR	Can only be used by Police Departments / Agencies, Sheriff's Offices, District Attorneys or Courts for investigations involving the issuance of a warrant or an individual's warrant status.	Executive Law §837(6)
	ARREST Adult Arrest Fingerprint Submission	Criminal Procedural Law (CPL) 160.10(1)
	ARREST Juvenile Arrest Fingerprint Submission	Family Court Act §306.1
	CORRECTION ADMISSION Correction Admission Fingerprint Submission	Correction Law §618(2)

Remarks:
* Fingerprint processing fee required pursuant to Executive Law §837(8-a)

** Agencies that are authorized to conduct a FBI fingerprint background check on an applicant (i.e. employment, license, permit, adoption) are obligated to ensure the applicant is provided certain notice. Refer to https://www.fbi.gov/services/cjis/compact-council for the following documents regarding the privacy protection of a non-criminal fingerprint submissions:

- Privacy Act Statement
- Guiding Principles: Agency Privacy Requirements for Noncriminal Justice Applicants
- Guiding Principles: Noncriminal Justice Applicants Privacy Rights

Appendix A
Authorized Inquiry Specification List

Agency Name: Irondequoit Town Police Department ORI Number: NY0270200

	DCJS CRIMINAL INQUIRY 52B – 15 Days or Less Non-Finger Printable Amnesia Victim County Incar. > 1 Year Not Cons. Detention Inquiry Fugitive Inv ID Only Investigative Fingerprints Non-Finger Printable Charge Turnover to another Agency Violation of Probation Warrant Invest - PD. Sex Offender Registry	 Executive Law 837(6) Executive Law 837(6) Executive Law 837(6) Executive Law 837(6) Executive Law 837(6) Executive Law 837(6) Executive Law 837(6) Executive Law 837(6) Executive Law 837(6) Executive Law 837(6) Executive Law 837(6) COR 6C SORA
	DCJS DEATH Death Fingerprint Card	Executive Law §837(6)
	NON CRIM FINGERPRINT CARD Police Officer Applicant Fingerprint Submission* Police Department Employee Applicant Fingerprint Submission* (NY State and Federal CHRI response)	Executive Law §837-c
	NON CRIM FINGERPRINT CARD Bingo License Applicant Fingerprint Submission* (NY State CHRI response)	General Municipal Law §481
	NON CRIM FINGERPRINT CARD Non-Criminal fingerprint submissions pertaining to contractors, vendors, custodial workers and other support personnel with unescorted access to physically secure locations or controlled areas * (NY State and Federal CHRI response)	CJIS Site Security 5.12
	NON CRIM FINGERPRINT CARD Pistol License Fingerprint Submission* (NY State and Federal CHRI response)	Penal Law §400.00(4)

Remarks:
* Fingerprint processing fee required pursuant to Executive Law §837(8-a)

** Agencies that are authorized to conduct a FBI fingerprint background check on an applicant (i.e. employment, license, permit, adoption) are obligated to ensure the applicant is provided certain notice. Refer to https://www.fbi.gov/services/cjis/compact-council for the following documents regarding the privacy protection of a non-criminal fingerprint submissions:

- Privacy Act Statement
- Guiding Principles: Agency Privacy Requirements for Noncriminal Justice Applicants
- Guiding Principles: Noncriminal Justice Applicants Privacy Rights

APPENDIX B

GUIDELINES FOR ELECTRONIC ACCESS TO CRIMINAL HISTORY RECORD INFORMATION

Employees who electronically access computer systems and the available information databases are the most important link in system security. Regardless of how well managers plan and document security rules and guidelines, it is the employee who directly accesses a computer system who must adhere to and work with the security rules and guidelines. Each employee with access to a computer system should have a thorough understanding of his/her responsibilities in accessing and disseminating information, recording transactions, and disposing of data printouts. Each employee should have access to written procedures on the subject of data security, including those issued by all State agencies that make information available through DCJS. If an employee is unsure of any of his/her legal responsibilities in these areas, a supervisor should be contacted immediately for assistance.

Operator Identification/Authorization:

DCJS maintains a list of individuals who are authorized to access criminal history record information as part of their work duties (Users). Each User is assigned a unique and secret Password which he/she must use at logon to authenticate the User. Once authenticated, a session is established and a User log is automatically maintained by the system to establish a record of who transacted each inquiry. Because the User is responsible for all inquiries made during that session, the terminal should not be left unattended once the User has logged on. The User should not inform anyone else of his/her Password, or use another person's Usercode and Password. Under no circumstances should a list of Users and Passwords be written or posted where anyone may see them, such as near the terminal or in written procedures. Passwords should be changed regularly or whenever the User feels his/her Password has been compromised.

Supporting Documentation/Audits:

DCJS, as the manager of electronic software services, will conduct routine periodic audits of a User Agency to ensure compliance with relevant State and Federal confidentiality policies, and all applicable State and Federal laws. An audit may also be conducted if there is reason to suspect that a security violation may have been committed or attempted. As part of DCJS auditing requirements, a User Agency will be required to run a monthly utility program which will provide a log of all criminal history record transactions. It will be the responsibility of the User Agency's Terminal Agency Coordinator to review this log and validate the fact that usage was for official purposes and consistent with DCJS policy. The results of this review must be available to the DCJS Audit Unit on request and in the manner and form in which requested.

Failure to Adhere to Law and Regulations:

DCJS may conduct an audit when a breach of security is suspected or reported. Repeated and/or serious violations may result in suspension of service and the imposition of fines.

28 CFR PART 20—CRIMINAL JUSTICE INFORMATION SYSTEMS (current as of 11/30/11)

Subpart A—General Provisions
§ 20.1 Purpose.
§ 20.2 Authority.
§ 20.3 Definitions.

Subpart B—State and Local Criminal History Record Information Systems
§ 20.20 Applicability.
§ 20.21 Preparation and submission of a Criminal History Record Information Plan.
§ 20.22 Certification of compliance.
§ 20.23 Documentation: Approval by OJARS.
§ 20.24 State laws on privacy and security.
§ 20.25 Penalties.

Subpart C—Federal Systems and Exchange of Criminal History Record Information
§ 20.30 Applicability.
§ 20.31 Responsibilities.
§ 20.32 Includable offenses.
§ 20.33 Dissemination of criminal history record information.
§ 20.34 Individual's right to access criminal history record information.
§ 20.35 Criminal Justice Information Services Advisory Policy Board.
§ 20.36 Participation in the Interstate Identification Index System.
§ 20.37 Responsibility for accuracy, completeness, currency, and integrity.
§ 20.38 Sanction for noncompliance.
Appendix to Part 20—Commentary on Selected Sections of the Regulations on Criminal History Record Information Systems

Authority: 28 U.S.C. 534; Pub. L. 92–544, 86 Stat. 1115; 42 U.S.C. 3711, *et seq.,* Pub. L. 99–169, 99 Stat. 1002, 1008–1011, as amended by Pub. L. 99–569, 100 Stat. 3190, 3196; Pub. L. 101–515, as amended by Pub. L. 104–99, set out in the notes to 28 U.S.C. 534.

Source: Order No. 601–75, 40 FR 22114, May 20, 1975, unless otherwise noted.

Subpart A—General Provisions

Source: 41 FR 11714, Mar. 19, 1976, unless otherwise noted.

§ 20.1 Purpose.

It is the purpose of these regulations to assure that criminal history record information wherever it appears is collected, stored, and disseminated in a manner to ensure the accuracy, completeness, currency, integrity, and security of such information and to protect individual privacy.

[Order No. 2258–99, 64 FR 52226, Sept. 28, 1999]

§ 20.2 Authority.

These regulations are issued pursuant to sections 501 and 524(b) of the Omnibus Crime Control and Safe Streets Act of 1968, as amended by the Crime Control Act of 1973, Public Law 93–83, 87 Stat. 197, 42 U.S.C. 3701, *et seq.* (Act), 28 U.S.C. 534, and Public Law 92–544, 86 Stat. 1115.

§ 20.3 Definitions.

Appendix C

As used in these regulations:

(a) *Act* means the Omnibus Crime Control and Safe Streets Act, 42 U.S.C. 3701, *et seq.,* as amended.

(b) *Administration of criminal justice* means performance of any of the following activities: Detection, apprehension, detention, pretrial release, post-trial release, prosecution, adjudication, correctional supervision, or rehabilitation of accused persons or criminal offenders. The administration of criminal justice shall include criminal identification activities and the collection, storage, and dissemination of criminal history record information.

(c) *Control Terminal Agency* means a duly authorized state, foreign, or international criminal justice agency with direct access to the National Crime Information Center telecommunications network providing statewide (or equivalent) service to its criminal justice users with respect to the various systems managed by the FBI CJIS Division.

(d) *Criminal history record information* means information collected by criminal justice agencies on individuals consisting of identifiable descriptions and notations of arrests, detentions, indictments, informations, or other formal criminal charges, and any disposition arising therefrom, including acquittal, sentencing, correctional supervision, and release. The term does not include identification information such as fingerprint records if such information does not indicate the individual's involvement with the criminal justice system.

(e) *Criminal history record information system* means a system including the equipment, facilities, procedures, agreements, and organizations thereof, for the collection, processing, preservation, or dissemination of criminal history record information.

(f) *Criminal history record repository* means the state agency designated by the governor or other appropriate executive official or the legislature to perform centralized recordkeeping functions for criminal history records and services in the state.

(g) *Criminal justice agency* means:

(1) Courts; and

(2) A governmental agency or any subunit thereof that performs the administration of criminal justice pursuant to a statute or executive order, and that allocates a substantial part of its annual budget to the administration of criminal justice. State and federal Inspector General Offices are included.

(h) *Direct access* means having the authority to access systems managed by the FBI CJIS Division, whether by manual or automated methods, not requiring the assistance of or intervention by any other party or agency.

(i) *Disposition* means information disclosing that criminal proceedings have been concluded and the nature of the termination, including information disclosing that the police have elected not to refer a matter to a prosecutor or that a prosecutor has elected not to commence criminal proceedings; or disclosing that proceedings have been indefinitely postponed and the reason for such postponement. Dispositions shall include, but shall not be limited to, acquittal, acquittal by reason of insanity, acquittal by reason of mental incompetence, case continued without finding, charge dismissed, charge dismissed due to insanity, charge dismissed due to mental incompetency, charge still pending due to insanity, charge still pending due to mental incompetence, guilty plea, nolle prosequi, no paper, nolo contendere plea, convicted, youthful offender determination, deceased, deferred disposition, dismissed-civil action, found insane, found mentally incompetent, pardoned, probation before conviction, sentence commuted, adjudication withheld, mistrial-defendant discharged, executive clemency, placed on probation, paroled, or released from correctional supervision.

(j) *Executive order* means an order of the President of the United States or the Chief Executive of a state that has the force of law and that is published in a manner permitting regular public access.

(k) *Federal Service Coordinator* means a non-Control Terminal Agency that has a direct telecommunications line to the National Crime Information Center network.

(l) *Fingerprint Identification Records System* or “FIRS” means the following FBI records: Criminal fingerprints and/or related criminal justice information submitted by authorized agencies having criminal justice responsibilities; civil fingerprints submitted by federal agencies and civil fingerprints submitted by persons desiring to have their fingerprints placed on record for personal identification purposes; identification records, sometimes referred to as “rap sheets,” which are compilations of criminal history record information pertaining to individuals who have criminal fingerprints maintained in the FIRS; and a name index pertaining to all individuals whose fingerprints are maintained in the FIRS. See the FIRS Privacy Act System Notice periodically published in the Federal Register for further details.

(m) *Interstate Identification Index System* or “III System” means the cooperative federal-state system for the exchange of criminal history records, and includes the National Identification Index, the National Fingerprint File, and, to the extent of their participation in such system, the criminal history record repositories of the states and the FBI.

(n) *National Crime Information Center* or “NCIC” means the computerized information system, which includes telecommunications lines and any message switching facilities that are authorized by law, regulation, or policy approved by the Attorney General of the United States to link local, state, tribal, federal, foreign, and international criminal justice agencies for the purpose of exchanging NCIC related information. The NCIC includes, but is not limited to, information in the III System. See the NCIC Privacy Act System Notice periodically published in the Federal Register for further details.

(o) *National Fingerprint File* or “NFF” means a database of fingerprints, or other uniquely personal identifying information, relating to an arrested or charged individual maintained by the FBI to provide positive identification of record subjects indexed in the III System.

(p) *National Identification Index* or “NII” means an index maintained by the FBI consisting of names, identifying numbers, and other descriptive information relating to record subjects about whom there are criminal history records in the III System.

(q) *Nonconviction data* means arrest information without disposition if an interval of one year has elapsed from the date of arrest and no active prosecution of the charge is pending; information disclosing that the police have elected not to refer a matter to a prosecutor, that a prosecutor has elected not to commence criminal proceedings, or that proceedings have been indefinitely postponed; and information that there has been an acquittal or a dismissal.

(r) *State* means any state of the United States, the District of Columbia, the Commonwealth of Puerto Rico, and any territory or possession of the United States.

(s) *Statute* means an Act of Congress or of a state legislature or a provision of the Constitution of the United States or of a state.

[Order No. 2258–99, 64 FR 52226, Sept. 28, 1999]

Subpart B—State and Local Criminal History Record Information Systems

Source: 41 FR 11715, Mar. 19, 1976, unless otherwise noted.

§ 20.20 Applicability.

(a) The regulations in this subpart apply to all State and local agencies and individuals collecting, storing, or disseminating criminal history record information processed by manual or automated operations where such collection, storage, or dissemination has been funded in whole or in part with funds made available by the Law Enforcement Assistance Administration subsequent to July 1, 1973, pursuant to title I of the Act. Use of information obtained from the FBI Identification Division or the FBI/NCIC system shall also be subject to limitations contained in subpart C.

(b) The regulations in this subpart shall not apply to criminal history record information contained in:

(1) Posters, announcements, or lists for identifying or apprehending fugitives or wanted persons;

(2) Original records of entry such as police blotters maintained by criminal justice agencies, compiled chronologically and required by law or long standing custom to be made public, if such records are organized on a chronological basis;

(3) Court records of public judicial proceedings;

(4) Published court or administrative opinions or public judicial, administrative or legislative proceedings;

(5) Records of traffic offenses maintained by State departments of transportation, motor vehicles or the equivalent thereof for the purpose of regulating the issuance, suspension, revocation, or renewal of driver's, pilot's or other operators' licenses;

(6) Announcements of executive clemency.

(c) Nothing in these regulations prevents a criminal justice agency from disclosing to the public criminal history record information related to the offense for which an individual is currently within the criminal justice system. Nor is a criminal justice agency prohibited from confirming prior criminal history record information to members of the news media or any other person, upon specific inquiry as to whether a named individual was arrested, detained, indicted, or whether an information or other formal charge was filed, on a specified date, if the arrest record information or criminal record information disclosed is based on data excluded by paragraph (b) of this section. The regulations do not prohibit the dissemination of criminal history record information for purposes of international travel, such as issuing visas and granting of citizenship.

§ 20.21 Preparation and submission of a Criminal History Record Information Plan.

A plan shall be submitted to OJARS by each State on March 16, 1976, to set forth all operational procedures, except those portions relating to dissemination and security. A supplemental plan covering these portions shall be submitted no later than 90 days after promulgation of these amended regulations. The plan shall set forth operational procedures to—

(a) *Completeness and accuracy.* Insure that criminal history record information is complete and accurate.

(1) Complete records should be maintained at a central State repository. To be complete, a record maintained at a central State repository which contains information that an individual has been arrested, and which is available for dissemination, must contain information of any dispositions occurring within the State within 90 days after the disposition has occurred. The above shall apply to all arrests occurring subsequent to the effective date of these regulations. Procedures shall be established for criminal justice agencies to query the central repository prior to dissemination of any criminal history record information unless it can be assured that the most up-to-date disposition data is being used. Inquiries of a central State repository shall be made prior to any dissemination except in those cases where time is of the essence and the repository is technically incapable of responding within the necessary time period.

(2) To be accurate means that no record containing criminal history record information shall contain erroneous information. To accomplish this end, criminal justice agencies shall institute a process of data collection, entry, storage, and systematic audit that will minimize the possibility of recording and storing inaccurate information and upon finding inaccurate information of a material nature, shall notify all criminal justice agencies known to have received such information.

(b) *Limitations on dissemination.* Insure that dissemination of nonconviction data has been limited, whether directly or through any intermediary only to:

(1) Criminal justice agencies, for purposes of the administration of criminal justice and criminal justice agency employment;

(2) Individuals and agencies for any purpose authorized by statute, ordinance, executive order, or court rule, decision, or order, as construed by appropriate State or local officials or agencies;

(3) Individuals and agencies pursuant to a specific agreement with a criminal justice agency to provide services required for the administration of criminal justice pursuant to that agreement. The agreement shall specifically authorize access to data, limit the use of data to purposes for which given, insure the security and confidentiality of the data consistent with these regulations, and provide sanctions for violation thereof;

(4) Individuals and agencies for the express purpose of research, evaluative, or statistical activities pursuant to an agreement with a criminal justice agency. The agreement shall specifically authorize access to data, limit the use of data to research, evaluative, or statistical purposes, insure the confidentiality and security of the data consistent with these regulations and with section 524(a) of the Act and any regulations implementing section 524(a), and provide sanctions for the violation thereof. These dissemination limitations do not apply to conviction data.

(c) *General policies on use and dissemination.* (1) Use of criminal history record information disseminated to noncriminal justice agencies shall be limited to the purpose for which it was given.

(2) No agency or individual shall confirm the existence or nonexistence of criminal history record information to any person or agency that would not be eligible to receive the information itself.

(3) Subsection (b) does not mandate dissemination of criminal history record information to any agency or individual. States and local governments will determine the purposes for which dissemination of criminal history record information is authorized by State law, executive order, local ordinance, court rule, decision or order.

(d) *Juvenile records.* Insure that dissemination of records concerning proceedings relating to the adjudication of a juvenile as delinquent or in need or supervision (or the equivalent) to noncriminal justice agencies is prohibited, unless a statute, court order, rule or court decision specifically authorizes dissemination of juvenile records, except to the same extent as criminal history records may be disseminated as provided in paragraph (b) (3) and (4) of this section.

(e) *Audit.* Insure that annual audits of a representative sample of State and local criminal justice agencies chosen on a random basis shall be conducted by the State to verify adherence to these regulations and that appropriate records shall be retained to facilitate such audits. Such records shall include, but are not limited to, the names of all persons or agencies to whom information is disseminated and the date upon which such information is disseminated. The reporting of a criminal justice transaction to a State, local or Federal repository is not a dissemination of information.

(f) *Security.* Wherever criminal history record information is collected, stored, or disseminated, each State shall insure that the following requirements are satisfied by security standards established by State legislation, or in the absence of such legislation, by regulations approved or issued by the Governor of the State.

(1) Where computerized data processing is employed, effective and technologically advanced software and hardware designs are instituted to prevent unauthorized access to such information.

(2) Access to criminal history record information system facilities, systems operating environments, data file contents whether while in use or when stored in a media library, and system documentation is restricted to authorized organizations and personnel.

(3)(i) Computer operations, whether dedicated or shared, which support criminal justice information systems, operate in accordance with procedures developed or approved by the participating criminal justice agencies that assure that:

(*a*) Criminal history record information is stored by the computer in such manner that it cannot be modified, destroyed, accessed, changed, purged, or overlaid in any fashion by non-criminal justice terminals.

(*b*) Operation programs are used that will prohibit inquiry, record updates, or destruction of records, from any terminal other than criminal justice system terminals which are so designated.

(*c*) The destruction of records is limited to designated terminals under the direct control of the criminal justice agency responsible for creating or storing the criminal history record information.

(*d*) Operational programs are used to detect and store for the output of designated criminal justice agency employees all unauthorized attempts to penetrate any criminal history record information system, program or file.

(*e*) The programs specified in paragraphs (f)(3)(i) (*b*) and (*d*) of this section are known only to criminal justice agency employees responsible for criminal history record information system control or individuals and agencies pursuant to a specific agreement with the criminal justice agency to provide such programs and the program(s) are kept continuously under maximum security conditions.

(*f*) Procedures are instituted to assure that an individual or agency authorized direct access is responsible for (*1*) the physical security of criminal history record information under its control or in its custody and (*2*) the protection of such information from unauthorized access, disclosure or dissemination.

(*g*) Procedures are instituted to protect any central repository of criminal history record information from unauthorized access, theft, sabotage, fire, flood, wind, or other natural or manmade disasters.

(ii) A criminal justice agency shall have the right to audit, monitor and inspect procedures established above.

(4) The criminal justice agency will:

(i) Screen and have the right to reject for employment, based on good cause, all personnel to be authorized to have direct access to criminal history record information.

(ii) Have the right to initiate or cause to be initiated administrative action leading to the transfer or removal of personnel authorized to have direct access to such information where such personnel violate the provisions of these regulations or other security requirements established for the collection, storage, or dissemination of criminal history record information.

(iii) Institute procedures, where computer processing is not utilized, to assure that an individual or agency authorized direct access is responsible for

(*a*) The physical security of criminal history record information under its control or in its custody and

(*b*) The protection of such information from unauthorized access, disclosure, or dissemination.

(iv) Institute procedures, where computer processing is not utilized, to protect any central repository of criminal history record information from unauthorized access, theft, sabotage, fire, flood, wind, or other natural or manmade disasters.

(v) Provide that direct access to criminal history record information shall be available only to authorized officers or employees of a criminal justice agency and, as necessary, other authorized personnel essential to the proper operation of the criminal history record information system.

(5) Each employee working with or having access to criminal history record information shall be made familiar with the substance and intent of these regulations.

(g) *Access and review.* Insure the individual's right to access and review of criminal history information for purposes of accuracy and completeness by instituting procedures so that—

(1) Any individual shall, upon satisfactory verification of his identity, be entitled to review without undue burden to either the criminal justice agency or the individual, any criminal history record information maintained about the individual and obtain a copy thereof when necessary for the purpose of challenge or correction;

(2) Administrative review and necessary correction of any claim by the individual to whom the information relates that the information is inaccurate or incomplete is provided;

(3) The State shall establish and implement procedures for administrative appeal where a criminal justice agency refuses to correct challenged information to the satisfaction of the individual to whom the information relates;

(4) Upon request, an individual whose record has been corrected shall be given the names of all non-criminal justice agencies to whom the data has been given;

(5) The correcting agency shall notify all criminal justice recipients of corrected information; and

(6) The individual's right to access and review of criminal history record information shall not extend to data contained in intelligence, investigatory, or other related files and shall not be construed to include any other information than that defined by §20.3(b).

[41 FR 11715, Mar. 19, 1976, as amended at 42 FR 61595, Dec. 6, 1977]

§ 20.22 Certification of compliance.

(a) Each State to which these regulations are applicable shall with the submission of its plan provide a certification that to the maximum extent feasible action has been taken to comply with the procedures set forth in the plan. Maximum extent feasible, in this subsection, means actions which can be taken to comply with the procedures set forth in the plan that do not require additional legislative authority or involve unreasonable cost or do not exceed existing technical ability.

(b) The certification shall include—

(1) An outline of the action which has been instituted. At a minimum, the requirements of access and review under §20.21(g) must be completely operational;

(2) A description of any legislation or executive order, or attempts to obtain such authority that has been instituted to comply with these regulations;

(3) A description of the steps taken to overcome any fiscal, technical, and administrative barriers to the development of complete and accurate criminal history record information;

(4) A description of existing system capability and steps being taken to upgrade such capability to meet the requirements of these regulations; and

(5) A listing setting forth categories of non-criminal justice dissemination. See §20.21(b).

§ 20.23 Documentation: Approval by OJARS.

Within 90 days of the receipt of the plan, OJARS shall approve or disapprove the adequacy of the provisions of the plan and certification. Evaluation of the plan by OJARS will be based upon whether the procedures set forth will accomplish the required objectives. The evaluation of the certification(s) will be based upon whether a good faith effort has been shown to initiate and/or further compliance with the plan and regulations. All procedures in the approved plan must be fully operational and implemented by March 1, 1978. A final certification shall be submitted on March 1, 1978.

Where a State finds it is unable to provide final certification that all required procedures as set forth in §20.21 will be operational by March 1, 1978, a further extension of the deadline will be granted by OJARS upon a showing that the State has made a good faith effort to implement these regulations to the maximum extent feasible. Documentation justifying the request for the extension including a proposed timetable for full compliance must be submitted to OJARS by March 1, 1978. Where a State submits a request for an extension, the implementation date will be extended an additional 90 days while OJARS reviews the documentation for approval or disapproval. To be approved, such revised schedule must be consistent with the timetable and procedures set out below:

(a) July 31, 1978—Submission of certificate of compliance with:

(1) Individual access, challenge, and review requirements;

(2) Administrative security;

(3) Physical security to the maximum extent feasible.

(b) Thirty days after the end of a State's next legislative session—Submission to OJARS of a description of State policy on dissemination of criminal history record information.

(c) Six months after the end of a State's legislative session—Submission to OJARS of a brief and concise description of standards and operating procedures to be followed by all criminal justice agencies covered by OJARS regulations in complying with the State policy on dissemination.

(d) Eighteen months after the end of a State's legislative session—Submission to OJARS of a certificate attesting to the conduct of an audit of the State central repository and of a random number of other criminal justice agencies in compliance with OJARS regulations.

[41 FR 11715, Mar. 19, 1976, as amended at 42 FR 61596, Dec. 6, 1977]

§ 20.24 State laws on privacy and security.

Where a State originating criminal history record information provides for sealing or purging thereof, nothing in these regulations shall be construed to prevent any other State receiving such information, upon notification, from complying with the originating State's sealing or purging requirements.

§ 20.25 Penalties.

Any agency or individual violating subpart B of these regulations shall be subject to a civil penalty not to exceed $10,000 for a violation occurring before September 29, 1999, and not to exceed $11,000 for a violation occurring on after September 29, 1999. In addition, OJARS may initiate fund cut-off procedures against recipients of OJARS assistance.

[41 FR 11715, Mar. 19, 1976, as amended by Order No. 2249–99, 64 FR 47102, Aug. 30, 1999]

Subpart C—Federal Systems and Exchange of Criminal History Record Information

Source: Order No. 2258–99, 64 FR 52227, Sept. 28, 1999, unless otherwise noted.

§ 20.30 Applicability.

The provisions of this subpart of the regulations apply to the III System and the FIRS, and to duly authorized local, state, tribal, federal, foreign, and international criminal justice agencies to the extent that they utilize the services of the III System or the FIRS. This subpart is applicable to both manual and automated criminal history records.

§ 20.31 Responsibilities.

(a) The Federal Bureau of Investigation (FBI) shall manage the NCIC.

(b) The FBI shall manage the FIRS to support identification and criminal history record information functions for local, state, tribal, and federal criminal justice agencies, and for noncriminal justice agencies and other entities where authorized by federal statute, state statute pursuant to Public Law 92–544, 86 Stat. 1115, Presidential executive order, or regulation or order of the Attorney General of the United States.

(c) The FBI CJIS Division may manage or utilize additional telecommunication facilities for the exchange of fingerprints, criminal history record related information, and other criminal justice information.

(d) The FBI CJIS Division shall maintain the master fingerprint files on all offenders included in the III System and the FIRS for the purposes of determining first offender status; to identify those offenders who are unknown in states where they become criminally active but are known in other states through prior criminal history records; and to provide identification assistance in disasters and for other humanitarian purposes.

(e) The FBI may routinely establish and collect fees for noncriminal justice fingerprint-based and other identification services as authorized by Federal law. These fees apply to Federal, State and any other authorized entities requesting fingerprint identification records and name checks for noncriminal justice purposes.

(1) The Director of the FBI shall review the amount of the fee periodically, but not less than every four years, to determine the current cost of processing fingerprint identification records and name checks for noncriminal justice purposes.

(2) Fee amounts and any revisions thereto shall be determined by current costs, using a method of analysis consistent with widely accepted accounting principles and practices, and calculated in accordance with the provisions of 31 U.S.C. 9701 and other Federal law as applicable.

(3) Fee amounts and any revisions thereto shall be published as a notice in the Federal Register .

(f) The FBI will collect a fee for providing noncriminal name-based background checks of the FBI Central Records System through the National Name Check Program pursuant to the authority in Pub. L. 101–515 and in accordance with paragraphs (e)(1), (2) and (3) of this section.

[41 FR 11715, Mar. 19, 1976, as amended at 75 FR 18755, Apr. 13, 2010; 75 FR 24798, May 6, 2010]

§ 20.32 Includable offenses.

(a) Criminal history record information maintained in the III System and the FIRS shall include serious and/or significant adult and juvenile offenses.

(b) The FIRS excludes arrests and court actions concerning nonserious offenses, e.g., drunkenness, vagrancy, disturbing the peace, curfew violation, loitering, false fire alarm, non-specific charges of suspicion or investigation, and traffic violations (except data will be included on arrests for vehicular manslaughter, driving under the influence of drugs or liquor, and hit and run), when unaccompanied by a §20.32(a) offense. These exclusions may not be applicable to criminal history records maintained in state criminal history record repositories, including those states participating in the NFF.

(c) The exclusions enumerated above shall not apply to federal manual criminal history record information collected, maintained, and compiled by the FBI prior to the effective date of this subpart.

§ 20.33 Dissemination of criminal history record information.

(a) Criminal history record information contained in the III System and the FIRS may be made available:

(1) To criminal justice agencies for criminal justice purposes, which purposes include the screening of employees or applicants for employment hired by criminal justice agencies;

(2) To federal agencies authorized to receive it pursuant to federal statute or Executive order;

(3) For use in connection with licensing or employment, pursuant to Public Law 92–544, 86 Stat. 1115, or other federal legislation, and for other uses for which dissemination is authorized by federal law. Refer to §50.12 of this chapter for dissemination guidelines relating to requests processed under this paragraph;

(4) For issuance of press releases and publicity designed to effect the apprehension of wanted persons in connection with serious or significant offenses;

(5) To criminal justice agencies for the conduct of background checks under the National Instant Criminal Background Check System (NICS);

(6) To noncriminal justice governmental agencies performing criminal justice dispatching functions or data processing/ information services for criminal justice agencies; and

(7) To private contractors pursuant to a specific agreement with an agency identified in paragraphs (a)(1) or (a)(6) of this section and for the purpose of providing services for the administration of criminal justice pursuant to that agreement. The agreement must incorporate a security addendum approved by the Attorney General of the United States, which shall specifically authorize access to criminal history record information, limit the use of the information to the purposes for which it is provided, ensure the security and confidentiality of the information consistent with these regulations, provide for sanctions, and contain such other provisions as the Attorney General may require. The power and authority of the Attorney General hereunder shall be exercised by the FBI Director (or the Director's designee).

(b) The exchange of criminal history record information authorized by paragraph (a) of this section is subject to cancellation if dissemination is made outside the receiving departments, related agencies, or service providers identified in paragraphs (a)(6) and (a)(7) of this section.

(c) Nothing in these regulations prevents a criminal justice agency from disclosing to the public factual information concerning the status of an investigation, the apprehension, arrest, release, or prosecution of an individual, the adjudication of charges, or the correctional status of an individual, which is reasonably contemporaneous with the event to which the information relates.

(d) Criminal history records received from the III System or the FIRS shall be used only for the purpose requested and a current record should be requested when needed for a subsequent authorized use.

§ 20.34 Individual's right to access criminal history record information.

The procedures by which an individual may obtain a copy of his or her identification record from the FBI to review and request any change, correction, or update are set forth in §§16.30–16.34 of this chapter. The procedures by which an individual may obtain a copy of his or her identification record from a state or local criminal justice agency are set forth in §20.34 of the appendix to this part.

§ 20.35 Criminal Justice Information Services Advisory Policy Board.

(a) There is established a CJIS Advisory Policy Board, the purpose of which is to recommend to the FBI Director general policy with respect to the philosophy, concept, and operational principles of various criminal justice information systems managed by the FBI's CJIS Division.

(b) The Board includes representatives from state and local criminal justice agencies; members of the judicial, prosecutorial, and correctional segments of the criminal justice community; a representative of federal agencies participating in the CJIS systems; and representatives of criminal justice professional associations.

(c) All members of the Board will be appointed by the FBI Director.

(d) The Board functions solely as an advisory body in compliance with the provisions of the Federal Advisory Committee Act. Title 5, United States Code, Appendix 2.

§ 20.36 Participation in the Interstate Identification Index System.

(a) In order to acquire and retain direct access to the III System, each Control Terminal Agency and Federal Service Coordinator shall execute a CJIS User Agreement (or its functional equivalent) with the Assistant Director in Charge of the CJIS Division, FBI, to abide by all present rules, policies, and procedures of the NCIC, as well as any rules, policies, and procedures hereinafter recommended by the CJIS Advisory Policy Board and adopted by the FBI Director.

(b) Entry or updating of criminal history record information in the III System will be accepted only from state or federal agencies authorized by the FBI. Terminal devices in other agencies will be limited to inquiries.

§ 20.37 Responsibility for accuracy, completeness, currency, and integrity.

It shall be the responsibility of each criminal justice agency contributing data to the III System and the FIRS to assure that information on individuals is kept complete, accurate, and current so that all such records shall contain to the maximum extent feasible dispositions for all arrest data included therein. Dispositions should be submitted by criminal justice agencies within 120 days after the disposition has occurred.

§ 20.38 Sanction for noncompliance.

Access to systems managed or maintained by the FBI is subject to cancellation in regard to any agency or entity that fails to comply with the provisions of subpart C of this part.

Appendix to Part 20—Commentary on Selected Sections of the Regulations on Criminal History Record Information Systems

Subpart A–§20.3(d). The definition of criminal history record information is intended to include the basic offender-based transaction statistics/III System (OBTS/III) data elements. If notations of an arrest, disposition, or other formal criminal justice transaction occurs in records other than the traditional “rap sheet,” such as arrest reports, any criminal history record information contained in such reports comes under the definition of this subsection.

The definition, however, does not extend to other information contained in criminal justice agency reports. Intelligence or investigative information (e.g., suspected criminal activity, associates, hangouts, financial information, and ownership of property and vehicles) is not included in the definition of criminal history information.

§20.3(g). The definitions of criminal justice agency and administration of criminal justice in §20.3(b) of this part must be considered together. Included as criminal justice agencies would be traditional police, courts, and corrections agencies, as well as subunits of noncriminal justice agencies that perform the administration of criminal justice pursuant to a federal or state statute or executive order and allocate a substantial portion of their budgets to the administration of criminal justice. The above subunits of noncriminal justice agencies would include, for example, the Office of Investigation of the Food and Drug Administration, which has as its principal function the detection and apprehension of persons violating criminal provisions of the Federal Food, Drug and Cosmetic Act. Also included under the definition of criminal justice agency are umbrella-type administrative agencies supplying criminal history information services, such as New York's Division of Criminal Justice Services.

§20.3(i). Disposition is a key concept in section 524(b) of the Act and in §§20.21(a)(1) and 20.21(b) of this part. It therefore is defined in some detail. The specific dispositions listed in this subsection are examples only and are not to be construed as excluding other, unspecified transactions concluding criminal proceedings within a particular agency.

§20.3(q). The different kinds of acquittals and dismissals delineated in §20.3(i) are all considered examples of nonconviction data.

Subpart B—§20.20(a). These regulations apply to criminal justice agencies receiving funds under the Omnibus Crime Control and Safe Streets Act for manual or automated systems subsequent to July 1, 1973. In the hearings on the regulations, a number of those testifying challenged LEAA's authority to promulgate regulations for manual systems by contending that section 524(b) of the Act governs criminal history information contained in automated systems.

The intent of section 524(b), however, would be subverted by only regulating automated systems. Any agency that wished to circumvent the regulations would be able to create duplicate manual files for purposes contrary to the letter and spirit of the regulations.

Regulation of manual systems, therefore, is authorized by section 524(b) when coupled with section 501 of the Act which authorizes the Administration to establish rules and regulations “necessary to the exercise of its functions * * *.”

The Act clearly applies to all criminal history record information collected, stored, or disseminated with LEAA support subsequent to July 1, 1973.

Limitations as contained in subpart C also apply to information obtained from the FBI Identification Division or the FBI/NCIC System.

§20.20 (b) and (c). Section 20.20 (b) and (c) exempts from regulations certain types of records vital to the apprehension of fugitives, freedom of the press, and the public's right to know. Court records of public judicial proceedings are also exempt from the provisions of the regulations.

Section 20.20(b)(2) attempts to deal with the problem of computerized police blotters. In some local jurisdictions, it is apparently possible for private individuals and/or newsmen upon submission of a specific name to obtain through a computer search of the blotter a history of a person's arrests. Such files create a partial criminal history data bank potentially damaging to individual privacy, especially since they do not contain final dispositions. By requiring that such records be accessed solely on a chronological basis, the regulations limit inquiries to specific time periods and discourage general fishing expeditions into a person's private life.

Subsection 20.20(c) recognizes that announcements of ongoing developments in the criminal justice process should not be precluded from public disclosure. Thus, announcements of arrest, convictions, new developments in the course of an investigation may be made. It is also permissible for a criminal justice agency to confirm certain matters of public record information upon specific inquiry. Thus, if a question is raised: “Was X arrested by your agency on January 3, 1975” and this can be confirmed or denied by looking at one of the records enumerated in subsection (b) above, then the criminal justice agency may respond to the inquiry. Conviction data as stated in §20.21(b) may be disseminated without limitation.

§20.21. The regulations deliberately refrain from specifying who within a State should be responsible for preparing the plan. This specific determination should be made by the Governor. The State has 90 days from the publication of these revised regulations to submit the portion of the plan covering §§20.21(b) and 20.21(f).

§20.21(a)(1). Section 524(b) of the Act requires that LEAA insure criminal history information be current and that, to the maximum extent feasible, it contain disposition as well as current data.

It is, however, economically and administratively impractical to maintain complete criminal histories at the local level. Arrangements for local police departments to keep track of dispositions by agencies outside of the local jurisdictions generally do not exist. It would, moreover, be bad public policy to encourage such arrangements since it would result in an expensive duplication of files.

The alternatives to locally kept criminal histories are records maintained by a central State repository. A central State repository is a State agency having the function pursuant to a statute or executive order of maintaining comprehensive statewide criminal history record information files. Ultimately, through automatic data processing the State level will have the capability to handle all requests for in-State criminal history information.

Section 20.20(a)(1) is written with a centralized State criminal history repository in mind. The first sentence of the subsection states that complete records should be retained at a central State repository. The word “should” is permissive; it suggests but does not mandate a central State repository.

The regulations do require that States establish procedures for State and local criminal justice agencies to query central State repositories wherever they exist. Such procedures are intended to insure that the most current criminal justice information is used.

As a minimum, criminal justice agencies subject to these regulations must make inquiries of central State repositories whenever the repository is capable of meeting the user's request within a reasonable time. Presently, comprehensive records of an individual's transactions within a State are maintained in manual files at the State level, if at all. It is probably unrealistic to expect manual systems to be able immediately to meet many rapid-access needs of police and prosecutors. On the other hand, queries of the State central repository for most noncriminal justice purposes probably can and should be made prior to dissemination of criminal history record information.

§20.21(b). The limitations on dissemination in this subsection are essential to fulfill the mandate of section 524(b) of the Act which requires the Administration to assure that the "privacy of all information is adequately provided for and that information shall only be used for law enforcement and criminal justice and other lawful purposes." The categories for dissemination established in this section reflect suggestions by hearing witnesses and respondents submitting written commentary.

The regulations distinguish between conviction and nonconviction information insofar as dissemination is concerned. Conviction information is currently made available without limitation in many jurisdictions. Under these regulations, conviction data and pending charges could continue to be disseminated routinely. No statute, ordinance, executive order, or court rule is necessary in order to authorize dissemination of conviction data. However, nothing in the regulations shall be construed to negate a State law limiting such dissemination.

After December 31, 1977, dissemination of nonconviction data would be allowed, if authorized by a statute, ordinance, executive order, or court rule, decision, or order. The December 31, 1977, deadline allows the States time to review and determine the kinds of dissemination for non-criminal justice purposes to be authorized. When a State enacts comprehensive legislation in this area, such legislation will govern dissemination by local jurisdictions within the State. It is possible for a public record law which has been construed by the State to authorize access to the public of all State records, including criminal history record information, to be considered as statutory authority under this subsection. Federal legislation and executive orders can also authorize dissemination and would be relevant authority.

For example, Civil Service suitability investigations are conducted under Executive Order 10450. This is the authority for most investigations conducted by the Commission. Section 3(a) of 10450 prescribes the minimum scope of investigation and requires a check of FBI fingerprint files and written inquiries to appropriate law enforcement agencies.

§20.21(b)(3). This subsection would permit private agencies such as the Vera Institute to receive criminal histories where they perform a necessary administration of justice function such as pretrial release. Private consulting firms which commonly assist criminal justice agencies in information systems development would also be included here.

§20.21(b)(4). Under this subsection, any good faith researchers including private individuals would be permitted to use criminal history record information for research purposes. As with the agencies designated in §20.21(b)(3) researchers would be bound by an agreement with the disseminating criminal justice agency and would, of course, be subject to the sanctions of the Act.

The drafters of the regulations expressly rejected a suggestion which would have limited access for research purposes to certified research organizations. Specifically "certification" criteria would have been extremely difficult to draft and would have inevitably led to unnecessary restrictions on legitimate research.

Section 524(a) of the Act which forms part of the requirements of this section states:

"Except as provided by Federal law other than this title, no officer or employee of the Federal Government, nor any recipient of assistance under the provisions of this title shall use or reveal any research or statistical information furnished under this title by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained in accordance with this title. Copies of such information shall be immune from legal process, and shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action suit, or other judicial or administrative proceedings."

LEAA anticipates issuing regulations, pursuant to section 524(a) as soon as possible.

§20.21(c)(2). Presently some employers are circumventing State and local dissemination restrictions by requesting applicants to obtain an official certification of no criminal record. An employer's request under the above circumstances gives the applicant the unenviable choice of invasion of his privacy or loss of possible job opportunities. Under this subsection routine certifications of no record would no longer be permitted. In extraordinary circumstances, however, an individual could obtain a court order permitting such a certification.

§20.21(c)(3). The language of this subsection leaves to the States the question of who among the agencies and individuals listed in §20.21(b) shall actually receive criminal records. Under these regulations a State could place a

total ban on dissemination if it so wished. The State could, on the other hand, enact laws authorizing any member of the private sector to have access to non-conviction data.

§20.21(d). Non-criminal justice agencies will not be able to receive records of juveniles unless the language of a statute or court order, rule, or court decision specifies that juvenile records shall be available for dissemination. Perhaps the most controversial part of this subsection is that it denies access to records of juveniles by Federal agencies conducting background investigations for eligibility to classified information under existing legal authority.

§20.21(e) Since it would be too costly to audit each criminal justice agency in most States (Wisconsin, for example, has 1075 criminal justice agencies) random audits of a “representative sample” of agencies are the next best alternative. The term “representative sample” is used to insure that audits do not simply focus on certain types of agencies. Although this subsection requires that there be records kept with the names of all persons or agencies to whom information is disseminated, criminal justice agencies are not required to maintain dissemination logs for “no record” responses.

§20.21(f). Requirements are set forth which the States must meet in order to assure that criminal history record information is adequately protected. Automated systems may operate in shared environments and the regulations require certain minimum assurances.

§20.21(g)(1). A “challenge” under this section is an oral or written contention by an individual that his record is inaccurate or incomplete; it would require him to give a correct version of his record and explain why he believes his version to be correct. While an individual should have access to his record for review, a copy of the record should ordinarily only be given when it is clearly established that it is necessary for the purpose of challenge.

The drafters of the subsection expressly rejected a suggestion that would have called for a satisfactory verification of identity by fingerprint comparison. It was felt that States ought to be free to determine other means of identity verification.

§20.21(g)(5). Not every agency will have done this in the past, but henceforth adequate records including those required under 20.21(e) must be kept so that notification can be made.

§20.21(g)(6). This section emphasizes that the right to access and review extends only to criminal history record information and does not include other information such as intelligence or treatment data.

§20.22(a). The purpose for the certification requirement is to indicate the extent of compliance with these regulations. The term “maximum extent feasible” acknowledges that there are some areas such as the completeness requirement which create complex legislative and financial problems.

Note: In preparing the plans required by these regulations, States should look for guidance to the following documents: National Advisory Commission on Criminal Justice Standards and Goals, Report on the Criminal Justice System; Project SEARCH: Security and Privacy Considerations in Criminal History Information Systems, Technical Reports No. 2 and No. 13; Project SEARCH: A Model State Act for Criminal Offender Record Information, Technical Memorandum No. 3; and Project SEARCH: Model Administrative Regulations for Criminal Offender Record Information, Technical Memorandum No. 4.

Subpart C–§20.31. This section defines the criminal history record information system managed by the Federal Bureau of Investigation. Each state having a record in the III System must have fingerprints on file in the FBI CJIS Division to support the III System record concerning the individual.

Paragraph (b) is not intended to limit the identification services presently performed by the FBI for local, state, tribal, and federal agencies.

§20.32. The grandfather clause contained in paragraph (c) of this section is designed, from a practical standpoint, to eliminate the necessity of deleting from the FBI's massive files the non-includable offenses that were stored prior to February, 1973. In the event a person is charged in court with a serious or significant offense arising out of an arrest involving a non-includable offense, the non-includable offense will also appear in the arrest segment of the III System record.

§20.33(a)(3). This paragraph incorporates provisions cited in 28 CFR 50.12 regarding dissemination of identification records outside the federal government for noncriminal justice purposes.

§20.33(a)(6). Noncriminal justice governmental agencies are sometimes tasked to perform criminal justice dispatching functions or data processing/information services for criminal justice agencies as part, albeit not a principal part, of their responsibilities. Although such inter-governmental delegated tasks involve the administration of criminal justice, performance of those tasks does not convert an otherwise non-criminal justice agency to a criminal justice agency. This regulation authorizes this type of delegation if it is effected pursuant to executive order, statute, regulation, or interagency agreement. In this context, the noncriminal justice agency is servicing the criminal justice agency by performing an administration of criminal justice function and is permitted access to criminal history record information to accomplish that limited function. An example of such delegation would be the Pennsylvania Department of Administration's Bureau of Consolidated Computer Services, which performs data processing for several state agencies, including the Pennsylvania State Police. Privatization of the data processing/information services or dispatching function by the noncriminal justice governmental agency can be accomplished pursuant to §20.33(a)(7) of this part.

§20.34. The procedures by which an individual may obtain a copy of his manual identification record are set forth in 28 CFR 16.30–16.34.

The procedures by which an individual may obtain a copy of his III System record are as follows: If an individual has a criminal record supported by fingerprints and that record has been entered in the III System, it is available to that individual for review, upon presentation of appropriate identification, and in accordance with applicable state and federal administrative and statutory regulations. Appropriate identification includes being fingerprinted for the purpose of insuring that he is the individual that he purports to be. The record on file will then be verified as his through comparison of fingerprints.

Procedure. 1. All requests for review must be made by the subject of the record through a law enforcement agency which has access to the III System. That agency within statutory or regulatory limits can require additional identification to assist in securing a positive identification.

2. If the cooperating law enforcement agency can make an identification with fingerprints previously taken which are on file locally and if the FBI identification number of the individual's record is available to that agency, it can make an on-line inquiry through NCIC to obtain his III System record or, if it does not have suitable equipment to obtain an on-line response, obtain the record from Clarksburg, West Virginia, by mail. The individual will then be afforded the opportunity to see that record.

3. Should the cooperating law enforcement agency not have the individual's fingerprints on file locally, it is necessary for that agency to relate his prints to an existing record by having his identification prints compared with those already on file in the FBI, or, possibly, in the state's central identification agency.

4. The subject of the requested record shall request the appropriate arresting agency, court, or correctional agency to initiate action necessary to correct any stated inaccuracy in his record or provide the information needed to make the record complete.

§20.36. This section refers to the requirements for obtaining direct access to the III System.

§20.37. The 120-day requirement in this section allows 30 days more than the similar provision in subpart B in order to allow for processing time that may be needed by the states before forwarding the disposition to the FBI.

[Order No. 662–76, 41 FR 34949, Aug. 18, 1976, as amended by Order No. 1438–90, 55 FR 32075, Aug. 7, 1990; Order No. 2258–99, 64 FR 52229, Sept. 28, 1999]

Resolution No. 2020- _____

EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION AUTHORIZING ATTENDANCE TO TASER INSTRUCTOR RE-CERTIFICATION COURSE

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 21st day of July 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 Sergeant Andrew Whitaker, Investigator Bradley Lape, and Officer Thomas Fitzak attend a one-day Taser Instructor Re-Certification class being offered by Axon, International in Ontario County, New York, on August 24, 2020; and

WHEREAS, funding for this training is available in the 2020 Police Department budget, Account 001-3120-4100. Approximate cost will be $1,485.00 ($495.00 per person); and

WHEREAS, additional cost for attendance to this training may include meals, fuel and/or mileage.

NOW, THEREFORE BE IT RESOLVED, that the Town Board authorizes Sergeant Andrew Whitaker, Investigator Bradley Lape, and Officer Thomas Fitzak to attend the one-day Taser Instructor Re-Certification class being offered by Axon, International in Ontario County, New York, on August 24, 2020 at an approximate cost of $1,485.00.

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_____

Resolution No. 2020 -

EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION AUTHORIZING THE SUPERVISOR TO EXECUTE A CONTRACT FOR LEGAL SERVICES RELATED TO COMPLIANCE WITH CHAPTER 96 OF 2020

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 21st day of July 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 Irondequoit Police Department identified a need to have professional services contract in place to assist compliance with newly adopted disclosure requirements pursuant to New York State Law Chapter 96 of 2020; and

WHEREAS, the Town of Irondequoit has an existing budget line associated with contracted legal services; and

WHEREAS, a Request for Proposal was prepared to seek firms or project teams with the qualifications required to render these services to the Town; and

WHEREAS, the Selection Committee received and reviewed four proposals in accordance with the provisions outlined in Section 51-10 of Town Code; and

WHEREAS, the Selection Committee and the Irondequoit Police Department have recommended the selection of Coughlin & Gerhart, LLP.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Irondequoit authorizes the Town Supervisor to enter into contract with Coughlin & Gerhart, LLP, in accordance with the hourly rates provided on Attachment A, for a term to expire December 31st, 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	Freeman	voting	_____
Town Board Member	Romeo	voting	_____
Town Supervisor	Seeley	voting	_____

IRONDEQUOIT RFP FOR LEGAL SERVICES RELATIVE TO CHAPTER 96 OF 2020

SUBMISSION DATE AND TIME: FRIDAY, JULY 10, 2020, 4:00 P.M. EST

CONTRACTOR NAME: Coughlin & Gerhart, LLP

"Building Relationships on Results"

Coughlin & Gerhart LLP

ATTORNEYS AND COUNSELORS

www.cglawoffices.com

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EXECUTIVE SUMMARY

Coughlin & Gerhart, LLP ("C&G") submits this in response to Request for Proposal ("RFP") dated June 29, 2020 of Town of Irondequoit ("Town") for Compliance with Public Officers Law for purposes of appeal of Civil Rights Law 50-a. C&G understands the scope of the RFP to be a search for a qualified vendor to provide legal guidance on responding to FOIL requests related to the repeal of CR 50-a.

C&G, a full service Central New York law firm with a robust team of talented and experienced labor management attorneys, is uniquely positioned to assist the Town with addressing the requirements provided in this RFP. We are proactive and pride ourselves in anticipating our clients' needs. C&G currently represents over 180 New York municipal clients and offers a combination of wisdom from experience and forward-thinking strategies that meet our municipal clients' diverse legal needs. We already serve as labor negotiators to a number of municipalities throughout the State. Located in Binghamton, we have been asked to represent a number of municipal clients in Westchester and Nassau Counties, as well as several clients in Western New York, the Capital Region and the North Country. We routinely hold client seminars across New York on best practices in labor matters and public law matters and are frequently asked to speak to municipal groups such as NYCOM, NYSCMA, NYSASIC, NYSPELRA, IMLA, PERMA, among others. Our experience is more fully summarized in our "Summary of Qualifications."

In sum, C&G already has the right experience, skill sets and temperament to provide the services required under this RFP. C&G has already created a team to assist other clients in relation to this issue and has a process in place for reviewing FOILS, reviewing files responsive to the FOIL, identifying documents in the file that are responsive to the FOIL, identifying information that should be redacted or otherwise protected and assisting the client in properly responding to the FOILS. C&G can seamlessly add Irondequoit to this process.

C&G would need the Town's cooperation in relation to locating the files in question, providing the files to C&G for review and assisting with any other document production or review necessary to complete a response for the FOIL. Should the Village inquire, C&G can reduce the cost of this process by training staff members to review and redact standard documents and limit C&G's involvement to the more difficult or complicated files.

SUMMARY OF QUALIFICATIONS:

1. Organizational Background

Tracing its roots to the 1890's, C&G is one of New York's oldest law firms. With 59 attorneys, we are ranked as the 6th largest firm in the Central New York area. Our firm holds an "AV" peer-review rating through the Martindale-Hubbell law firm rating system. This is the highest rating available. Coughlin & Gerhart is ranked as a "Best Law Firm" by *U.S. News and World Report*. Twenty of C&G's partners have been named for inclusion in the *Best Lawyers in America*® and the Upstate Edition of *New York Super Lawyers*. C&G, which represents over 180 municipalities across New York, is recognized as a leader in GML Matters and Litigation.

Our firm's motto is "Building Relationships on Results." Professional, innovative and always prepared, we are proud of the results we obtain for our municipal clients across New York. Based on how we are organized and our team approach, our Labor & Employment and Public Law attorneys can respond to all of the challenges faced by the Town of Irondequoit. We know this because we have already done it for our other municipal clients all over New York State. Based on a proven track record of success, we are confident that we can provide you with quality work that our current clients have come to expect from our team.

Our main office is located at 99 Corporate Drive, Binghamton, New York 13904. C&G has satellite offices located in Bainbridge, Cortland, Hancock, Ithaca, Owego and Walton, New York as well as Montrose, Pennsylvania. We find that our location allows us to represent municipal clients from Long Island to Plattsburg and from Buffalo to Albany and all points in between.

C&G has several practice groups including Labor & Employment Law, Public Law, Litigation, Business and Banking, Disability Benefits, Real Estate, Trusts & Estates and Arbitration, Mediation and Hearing Officer practice groups. C&G's Labor & Employment and Public Law practice groups provides comprehensive legal advice to its business and municipal clients. As noted above, we maintain a statewide law practice.

2. Experience/Knowledge

C&G, a full service Central New York law firm with a robust team of talented and experienced management attorneys, is uniquely positioned to assist the Town with addressing the requirements provided in this RFP. Due to our representation of over 180 New York municipal clients, including over 20 counties, we offer a combination of wisdom from experience and forward-thinking strategies that meet our municipal clients' diverse legal needs. Located in Binghamton, we have been asked to represent a number of municipal clients in Westchester and Nassau Counties, as well as Western New York, the Capital Region and the North Country.

We represent the counties of Cattaraugus, Chemung, Cortland, Genesee, Jefferson, Madison, Niagara, Oneida, Onondaga, Ontario, Orleans, Rockland, St. Lawrence, Tioga and Wyoming among others; the cities of Batavia, Binghamton, Cortland, Elmira, Ithaca, Lackawanna, Mount Vernon, New Rochelle,

Plattsburgh, Syracuse, Watertown and Yonkers; and scores of large and small towns, villages and fire districts across New York State, too numerous to list in full here. We routinely hold client seminars across New York on best practices in labor and public law and are frequently asked to speak to municipal groups such as NYCOM, NYSCMA, NYSASIC, NYSPELRA, IMLA, PERMA, among others.

Attached please find Labor & Employment Practice Group and Public Law Practice Group Overviews.

3. Staffing

Attorneys

We use a team approach in responding to the legal needs of our clients. This approach utilizes the expertise of each attorney and allows us to provide cost effective legal services. All of our attorneys are, of course, admitted in the courts of the State of New York and federal courts. We propose that Mary Lou Conrow, Esq. serve as the primary attorney assigned to the Town of Irondequoit. She is routinely asked to present to NYSBA, NYCOM, NYSCMA, NYSASIC, IMLA and PERMA, and other groups on labor and employment topics. Other attorneys who would provide assistance and handle specific matters include Cheryl I. Sacco, and Robert Heary. Other Associates may be utilized to support this work.

- **Mary Lou Conrow, Esq.**, joined C&G in 2000 and is a Partner with the firm. She served as the head of C&G's GML 207 practice area, concentrates on municipal liability, including police and fire disability and retirement claims, labor negotiations, workers' compensation and social security claims. Her previous experience includes private practice in Broome County; Vice President of Workers' Compensation and Disability for EM Ernst Management; Risk Manager for Broome County; First Assistant Corporation Counsel for the City of Binghamton; Assistant Broome County Public Defender. Ms. Conrow is the author of the *General Municipal Law Section 207-a Handbook* (New York State Association of Fire Chiefs); *Navigating Municipal Employment Issues: Leading Lawyers on Analyzing the Latest Employment Trends, Creating Effective Strategies, and Resolving Conflicts (Inside the Minds): 'Managing Municipal Employee and Employer Rights in the Technological Age*;" and *Employment Law 2014: "Recent Decisions from the National Labor Relations Board affecting the Field of Employment Law."*

- **Cheryl I. Sacco, Esq.,** is a Partner with the firm. She was Special Counsel to New York State Senator Thomas W. Libous from 2005 to 2007. In 2005, she was the Executive Deputy County Clerk for Broome County. From 2002 to 2005 Ms. Sacco was the First Assistant Corporation Counsel for the City of Binghamton. From 1998 to 2002 she was an associate with another local Binghamton firm. Ms. Sacco's practice of law includes municipal work, education law, fire district, land use, and labor and employment. She has vast experience in Freedom of Information reviews and has reviewed and redacted voluminous FOIL responses for clients, including contentious matters and has been involved in successful in-camera reviews with Judges, wherein her redactions have been upheld.

Attached in a separate appendix, please find the Attorney Biographies.

Support or Clerical Staff

Ronitta J. McPherson	Paralegal
Colleen O'Hara	Legal Secretary
Katherine M. Trumbach	Legal Secretary
Carol M. Hovencamp	Legal Secretary

Primary Contact Person and Backup

Primary – Mary Lou Conrow, Partner

Building Address:
P.O. Box 2039
Coughlin & Gerhart, LLP
Binghamton, New York 13904

Mailing Address:
99 Corporate Drive
Binghamton, New York 13902-2039

Telephone: (607) 723-9511
Email: mconrow@cglawoffices.com

Backup – Cheryl I. Sacco, Esq., Partner
Robert Heary, Esq., Associate

Staff – Ronitta J. McPherson, Paralegal

REFERENCES

Genesee County
Anita Cleveland, Human Resources Director
County Building #1
15 Main Street
Batavia, NY 14020
(585) 344-2550 , Ext. 2352
acleveland@co.genesee.ny.us

Cortland County
Ms. Annette D. Barber
Personnel Officer
60 Central Avenue
Cortland, NY 13045-2746
(607) 753-5075
abarber@cortland-co.org

City of Syracuse – Law Dept.
Amanda Harrington, Esq., Assistant Corporation Counsel
300 City Hall
233 East Washington Street
Syracuse, New York 13202
(315) 448-8400
aharrington@syrgov.net

City of Batavia
Ms. Dawn Fairbanks, Personnel Director
One Batavia City Centre
Batavia, NY 14020
(585) 345-6340
Fairbank@BataviaNewYork.com

Village of Newark
Jonathan Taylor, Mayor
100 East Miller Street, 3rd Floor
Newark, NY 14513
(315) 945-3095
jtaylor@villageofnewark.com

Town of Irondequoit RFP
July 10, 2020, 4:00 P.M. EST

Town of Brighton
Mr. William W. Moehle
Town Supervisor
2300 Elmwood Avenue
Rochester, NY 14618
(585) 784-5252
william.moehle@townofbrighton.org

Attached please find our current municipal client list.

COSTING PROPOSAL

C&G proposes to undertake the work on the following straight-hourly rate basis and to bill monthly for services rendered. Hourly rates may be adjusted on a yearly basis with advance notice.

Attorney Classification:	**Hourly Rates**:
Partners:	$270.00
Sr. Associates:	$240.00
Jr. Associates:	$190.00
Paralegals:	$180.00
Travel Rate:	$215.00
Reimbursable Costs:	FedEx, certified mail, photo copies, filing fees, expert fees and other 3rd party professional fees

This work will involve the C&G's review of Freedom of Information requests for the Town and we will provide advice on how to respond. The firm will also assist in identifying the documents responsive to the FOIL. C&G will identify which, if any, of the responsive documents remain protected from disclosure under Public Officer's Law, and what information on each document should be redacted. Our firm will provide as much or as little guidance as needed for the Town to engage in the process of responding to these FOILs.

C&G has already created a team to assist other clients in relation to this issue and has a process in place for reviewing FOILS, reviewing files responsive to the FOIL, identifying documents in the file that are responsive to the FOIL, identifying information that should be redacted or otherwise protected and assisting the client in properly responding to the FOILS. C&G can seamlessly add Irondequoit to this process.

C&G would need the Town's cooperation in relation to locating the files in question, providing the files to C&G for review and assisting with any other document production or review necessary to complete a response for the FOIL. Should the Town inquire, C&G can reduce the cost of this process by training staff members to review and redact standard documents and limit C&G's involvement to the more difficult or complicated files.

LABOR AND EMPLOYMENT LAW LITIGATION PRACTICE GROUP

The lawyers in the Labor and Employment Law Litigation Practice Group of Coughlin & Gerhart, LLP have extensive experience in handling all aspects of the practice of employment and labor law on behalf of management, in both the private and public sector. The relationship between employee and employer is ever changing and increasingly regulated by state and federal laws and regulations. The attorneys in the Labor and Employment Law Litigation Practice Group assist clients in negotiating the vast "mine fields" created by these changes in an effort to prevent or limit labor and employment-related problems.

The members of the Labor and Employment Law Litigation Practice Group at Coughlin & Gerhart, LLP are called upon on a daily basis to counsel clients on an extensive range of labor and employment law matters.

COUNSELING AND ADVICE

- Employment Agreements
- Employee Handbooks
- Non-competition and Confidentiality Agreements
- Drug and Alcohol Testing Policies
- Family and Medical Leave Act Policies
- Harassment Prevention and Reporting Policies
- Independent Contractor Agreements
- Union Organizational Activities / Collective Bargaining

LITIGATION

- Employment Discrimination
- Labor/Management Conflict
- Safety and Health Matters
- Wage and Hour Claims
- Workers' Compensation
- Police and Firefighters' Disability, Retirement, and GML Section 207 Claims

The members of the Labor and Employment Law Litigation Practice Group at Coughlin & Gerhart, LLP also conduct management training seminars on state and federal employment law compliance and are available for this purpose upon request. For more information, please contact the Chair of our Labor and Employment Law Litigation Practice Group, Paul J. Sweeney, Esq. at **(607) 723-9511**, or e-mail the group at laboremployment@cglawoffices.com.

Coughlin & Gerhart LLP
ATTORNEYS AND COUNSELORS

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Binghamton, NY 13904
Phone: 607-723-9511
Toll Free: 1-877-COUGHLIN
www.CGLawOffices.com

PUBLIC LAW PRACTICE GROUP

The members of the Public Law Practice Group represent school districts, towns, villages, and other municipal entities such as fire companies and emergency squads. The work of the Public Law Practice Group extends to many areas of the law, and the attorneys in the Group are uniquely qualified to address these overlapping areas of law. The Public Law Practice Group works closely with the firm's Labor & Employment Practice Group and the Litigation Practice Group to provide its municipal clients with responsive and comprehensive legal representation.

The members of the Public Law Practice Group have extensive experience in adversarial proceedings in all State and Federal courts. These proceedings also include arbitrations and matters before the Commissioner of Education, PERB, the Unemployment Insurance Board, and many other administrative agencies.

Education Law

- Personnel Matters
- Collective Bargaining
- Contract Matters
- Capital Projects
- Special Education Cases
- Student Disciplinary Matters
- Personal Injury Defense
- Defense of Civil Rights Claims
- Tax Assessment Matters

Municipal Law

- Legislative, Zoning, and Planning
- Labor and Employment Matters
- Municipal Finance
- Variances or Land Subdivisions
- Local Legislation
- Capital Projects
- Tax Certiorari Cases
- Freedom of Information Law
- Open Meetings Law

For more information, please contact the Chair of our Public Law Practice Group, Cheryl I. Sacco at **(607) 723-9511**, or E-mail the group at public@cglawoffices.com.

99 Corporate Drive
Binghamton, NY 13904
Phone: 607-723-9511
Toll Free: 1-877-COUGHLIN
www.CGLawOffices.com

RFP EVALUATION & SELECTION FORM

RFP NAME: LEGAL SERVICES, RE COMPLIANCE W/ POLICE DISCLOSURE

NAME: Coughlin Gerhart

		FIRM					
		Ingalls Planning & Design		**Nixon Peabody (Did not Respond)**		**Davidson Fink LLP (Did not Respond)**	
SCORING CRITERIA (see descriptions b	WEIGHT	RATING (0 to 10)	SCORE (Rating x Weight)				
Qualifications/Experience of Firm (1)	0.30	10	3				
Ability to serve the Town for purposes outlined in RFP (2)	0.45	10	4.5				
Cost Effectiveness of Proposal (3)	0.25	10	2.5				
TOTAL SCORE:		30	10				

Please refer to the RFP when reviewing proposals.

Please Note that only one firm responded

Review Committee

D. Seitz

J. Pertrone

A. Caird

Resolution No. 2020_____

EXTRACT OF MINUTES OF MEETING OF TOWN BOARD ADOPTING A RESOLUTION AUTHORIZING THE CALLING OF A PUBLIC HEARING CONCERNING ADOPTION OF A LOCAL LAW STANDARDIZING NEW GRINDER PUMPS BY RESIDENTS FOR CONNECTION TO SANITARY SEWER

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 21st day of July, 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, at a regular meeting of the Town Board, Town Board Member _____ introduced a proposed local law to amend Chapter 180, Article IV, of the Irondequoit Town Code pertaining to standards for connection to the public sewer, and the proposed local law is attached hereto as **Exhibit A**; and

WHEREAS, residences within the Town which connect to the public sewer often must utilize "grinder pump" to grind effluent before it enters the public sewer; and

WHEREAS, the Department of Public Works ("DPW") is required by the New York State Department of Environmental Conservation to keep an inventory of replacement grinder pumps to serve as temporary backup pumps in the event that a Town resident's grinder pump fails; and

WHEREAS, several different makes and models of grinder pumps are commercially available for purchase by consumers, however, it would be inefficient and uneconomical for DPW to maintain a correspondingly broad inventory of all makes and models of commercially available grinder pumps; and

WHEREAS, to purchase different makes and models of grinder pumps would be inefficient and uneconomical because alternate equipment would have to be purchased to

run and repair each grinder pump to a residence, that would not be interchangeable with the ones already on hand; and

WHEREAS, should the DPW lack a certain make and model of grinder pump, and should a resident's grinder pump then fail, there would be a risk of discharge of effluent into the waters and lands of the Town; and

WHEREAS, the DPW recommends that the Commissioner of Public works be authorized to maintain a list of approved grinder pumps (the "Approved Grinder Pump List"), available upon request to any person, and further recommends that Town residents be required, when installing new grinder pumps for connection to the sewer system, to purchase a grinder pump from the Approved Grinder Pump List; and

WHEREAS, requiring residents upon purchasing new grinder pump to purchase a model from the Approved Grinder Pump List necessitates passage of a local law pursuant to Municipal Home Rule Law § 10(1)(i) and Municipal Home Rule Law § 10(1)(ii)(11), (12); and

WHEREAS, the Town Board hereby determines that the actions contemplated for public hearing, namely the adoption of legislation authorizing the Commissioner of Public Works to maintain a list of approved grinder pumps and requiring that residents upon installing new grinder pumps use grinder pumps from the Approved Grinder Pump List, constitute a Type II Action pursuant to the State Environmental Quality Review Act, 6 N.Y.C.R.R. 617.5(c)(1),(2),(13), and (33), and therefore no further environmental review is required; and

WHEREAS, pursuant to Municipal Home Rule Law § 20(5) no local law shall be passed by the Town Board until a public hearing is held.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby schedules a public hearing on this matter on **August 18, 2020 at 7:35 p.m.**

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 _____
Supervisor	Seeley	voting _____

Exhibit A

(Proposed Local Law)

PROPOSED LOCAL LAW NO. ___ OF 2020
TO AMEND CHAPTER 180 ARTICLE IV OF THE TOWN OF IRONDEQUOIT TOWN CODE

Be it enacted by the Town Board of the Town of Irondequoit as follows:

Section 1. Paragraph "A" of Section 180-24 of the Code of the Town of Irondequoit, pertaining to standards for connection to the public sewer, is hereby amended by adding the matter shown in **bold** font (underscored) as follows:

A. Specifications. The connection of the building sewer into the public sewer shall conform to the requirements of the State Building Construction Code or other applicable rules and regulations of the Town or the procedures set forth in appropriate specifications of the A.S.T.M. and the W.P.C.F. Manual of Practice No. 9 or any amendments, changes or supplements thereto which may then be in effect. All such connections shall be made gastight and watertight. **Any new grinder pump that is installed shall be of a make and model prescribed by the Superintendent and specified on a list maintained by the Superintendent, to be provided to any person upon request to the Superintendent.** Any deviation from the prescribed procedures and materials must be approved by the Superintendent before installation.

Section 2. This law shall be effective upon filing with the Secretary of State of New York, as required by the Municipal Home Rule Law.

Resolution No. 2020_____

EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION REGARDING SANITARY SEWER EASEMENT AGREEMENT AT POINT PLEASANT ESTATES CONDOMINIUM

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 21st day of July, 2020 at 7:00 P.M. local time; there were:

PRESENT:

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

Town Board Member _____offered the following resolution and moved its adoption:

WHEREAS, the Town of Irondequoit has received a grant for various improvement projects from New York State as part of the Lake Ontario Resiliency and Economic Development Initiative (REDI) due to recent years of extremely high water levels on Lake Ontario;

WHEREAS, the Department of Public Works desires to replace the existing submersible Flygt pumps at the Point Pleasant Pump Station (PPPS) due to their lacking ability to handle the increased flow of water caused by the rising water levels of Lake Ontario, and to make anticipated modifications to electrical devised and corresponding pump control upgrades (the "Project"); and

WHEREAS, pursuant to Resolution 2020-124, the Town Board determined that the Project is a Type II action pursuant to 6 NYCRR § 617.5(c)(13) (extension of utility distribution facilities, including gas, electric, telephone, cable, water and sewer connections to render service in approved subdivisions) and therefore no further review is needed pursuant to the New York State Environmental Quality Review Act (6 NYCRR § 617.5(a)); and

WHEREAS, the Town of Irondequoit desires to obtain a permanent easement on the Common Elements of Point Pleasant Estates Condominium (Tax Identification Number), located on Point Pleasant Circle, Rochester, NY 14622 which is attached hereto and made a part hereof, for the construction and maintenance of the Project attached as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED, that the Town Board approves and accepts permanent sanitary sewer easement agreement from Common Elements of Point Pleasant Estates Condominium (Tax Identification Number), located at Point Pleasant Circle, Rochester, NY 14622 as shown in **Exhibit A**, which is attached hereto and made a part hereof, to the Town of Irondequoit in such form as approved by the Attorney for the Town.

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

This resolution shall take effect immediately upon its adoption.

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

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

Exhibit “A”

SANITARY SEWER EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made the____ day of _____, 2020, by and between **POINT PLEASANT ESTATES CONDOMINIUM**, a condominium under Article 9-B of the Real Property Law of the State of New York, with an address of Point Pleasant Circle, Irondequoit, New York 14622, "*Grantor*"; and **THE TOWN OF IRONDEQUOIT**, a municipal corporation with offices at 1280 Titus Avenue, Irondequoit, New York, 14617, "*Grantee*" or "*Town*".

WITNESSETH

That the Grantor in consideration of One and 00/100 Dollars ($1.00) lawful money of the United States, and other good and valuable consideration paid by the Town to Grantor, the receipt of which is hereby mutually acknowledged, hereby sells, grants, and conveys and by these presents has sold, granted, and conveyed to the Town and its successors and/or assigns permanent easement, and privileges in, along, under and over the strips of land known as Common Elements situate at Point Pleasant Circle, in the Town of Irondequoit, County of Monroe, State of New York, as described in the description attached hereto and made a part hereof as Schedule A, and depicted in the drawing prepared by LaBella Associates DPC, dated June 15, 2020, made a part hereof as Schedule B (***Easement Premises***).

TO HAVE AND TO HOLD, the premises herein granted unto the Grantee and its assigns, forever, with the following rights and privileges.

1. The Grantee and its agents, employees, and contractors may at any time enter upon the whole or any portion of the lands described above for the purpose of: constructing, laying, and placing pipes, conduit, cables, wires, manholes, mains, pumps, pump stations, meters, regulators, valves, fixtures, fittings, connections and appurtenances at or below ground level as may be necessary for sanitary sewer use (collectively, the "*Easement Facilities*"), and for the purpose of forever operating, maintaining, repairing, replacing, enlarging, or improving the whole or any portion of the Easement Facilities, which construction and maintenance is for the benefit of the Grantee together with the free ingress and egress for all of the above purposes.

2. In connection with any construction work to be performed in accordance with the Easement Facilities, the Grantor hereby grants, conveys, declares and establishes temporary easements for construction staging and incidental encroachments upon the remainder of the lands described above that may occur as a result of construction of the Easement Facilities, so long as such staging and encroachments are kept within the reasonable requirements of construction work expeditiously pursued.

3. The Grantor, their successors and/or assigns in interest, reserves the right to plant and maintain shrubbery, lawn and/or install a driveway on the lands in which the permanent easement is granted to the extent that they do not adversely affect the Easement Facilities, provided however that Grantor covenants and agrees no buildings or other structures shall be constructed on the lands in which the permanent easement is granted, nor shall the Grantor plant any new trees or make any changes to the grade of the land, nor shall there be any filling, mining or blasting within the boundaries of the lands in which the permanent easement is granted. If it is necessary for the Town to enter thereon for construction, maintenance, repair, replacement, improvement of any of the Easement Facilities, Grantee will be responsible for the replacement of shrubbery and lawn which the Town has removed or damaged, at Grantee's expense. The Grantor covenants and agrees that the Town at any time may remove any trees, shrubbery, driveways, buildings, structures or other embellishments or improvements which it deems are necessary for the performance and maintenance of the rights herein created without any liability whatsoever to the Grantor on the part of the Town, its successors and assigns, except for the negligent removal thereof. This shall apply both to the original entry and any re-entry as herein authorized.

4. Grantor represents and warrants to the best of its knowledge that it is the sole owner of those portions of Easement Premises located on Grantor’s property, and the sole party necessary to grant the Easement in, to and on those portions of the Easement Premises as herein provided. Grantor further represents and warrants that it has good and marketable fee simple title to those portions of the Easement Premises, and the right to create this Easement for the benefit of the Grantee.

5. Grantor represents and warrants that it has taken all corporate, partnership or limited liability company, as the case may be, action necessary to authorize the execution and delivery of this Agreement and this Agreement constitutes the legal, valid and binding obligation of Grantor, enforceable against Grantor in accordance with its terms.

6. The Grantor, their successors and/or assigns in interest, hereby releases the Grantee from any and all damages to the lands adjacent to the land in which the Grantee is granted this easement, including any decrease in the value of such lands resulting from the construction or maintenance of the utility installation, except for damages caused during construction or maintenance of the easement or as the result of the negligence of the Grantee.

5. The Grantor covenants that the Grantee shall quietly enjoy this easement subject to the conditions set forth at number "3" above and will forever warrant the title to the same.

6. The Grantor, their successors and/or assigns in interest, reserves the full use and enjoyment of the premises hereby conveyed, and to exercise the rights of ingress and egress over

the same to its adjacent lands or public highways, except for the purposes herein granted to the Town.

7. This easement shall be perpetual in nature, unless terminated, modified, or amended in writing by the parties hereto, and shall in all respects run with the land, shall inure to the benefit of the parties hereto, their distributees, successors, assigns, and grantees and is created for the benefit of the parcel described in the attached schedules. This easement shall be perpetual in nature and no abatement or surrender of this easement shall be deemed by virtue of the Town's failure to exercise the rights contained herein.

[*Signature page to Sanitary Sewer Easement*]

IN WITNESS WHEREOF, the parties have duly executed this Easement Agreement as of the day and year first above written.

GRANTOR: POINT PLEASANT ESTATES CONDOMINIUM

By: _____
Name: _____
Title: President, Board of Managers

STATE OF NEW YORK }

COUNTY OF _____ } SS:

On the _____ day of _____, 2020**,** before me, the undersigned, 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 executed the same in his/her capacity and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individuals acted, executed the instrument.

_____
Notary Public

GRANTEE: TOWN OF IRONDEQUOIT

By: _____
Name: _____
Title: David A. Seeley, Supervisor

STATE OF NEW YORK }

COUNTY OF _____ } SS:

On the _____ day of _____, 2020**,** before me, the undersigned, 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 executed the same in his/her capacity and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individuals acted, executed the instrument.

_____

Notary Public

Schedule A

Address: Point Pleasant Circle
Tax Identification No.: Common Elements of Point Pleasant Estates Condominium

Easement Description

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Irondequoit, County of Monroe, State of New York, bounded and described as follows:

BEGINNING at a point in the easterly boundary of lands located at 31 Schnackel Drive, Town of Irondequoit, New York, tax parcel 77.27-1-26.2, said point being southerly from and 43 feet more or less as measured along said easterly boundary from the northeast corner of said parcel; thence

Through the lands of Point Pleasant Estates Condominium the flowing courses and distances

1) N 85°34'12" E a distance of 49 feet more or less to a point; thence

2) N 38°48'22" E a distance of 290 feet more or less to a point; thence

3) N 26°30'00" W a distance of 133 feet more or less to a point; thence

4) S 88°06'43" W a distance of 301 feet more or less to a point; thence

5) S 41°29'27" W a distance of 70 feet more or less to a point; thence

6) S 17°33'06" E a distance of 55 feet more or less to a point; thence

7) S 58°11'03" W a distance of 43 feet more or less to a point; thence

8) N 78°36'32" W a distance of 61 feet more or less to a point; thence

9) N 58°21'57" W a distance of 79 feet more or less to a point; thence

10) N 0°21'25" W a distance of 204 feet more or less to a point; thence

11) N 82°25'41" W a distance of 37 feet more or less to a point in the easterly Right of Way for Pleasant Avenue; thence

12) N 33°22'45" E along said Right of Way a distance of 22 feet more or less to a point; thence

Through the lands of Point Pleasant Estates Condominium the flowing courses and distances

13) S 82°25'41" E a distance of 45 feet more or less to a point; thence

14) S 0°21'25" E a distance of 210 feet more or less to a point; thence

15) S 58°21'57" E a distance of 64 feet more or less to a point; thence

16) S 78°36'32" E a distance of 50 feet more or less to a point; thence

17) N 58°11'03" E a distance of 19 feet more or less to a point; thence

18) N 17°33'06" W a distance of 51 feet more or less to a point; thence

19) N 41°29'27" E a distance of 84 feet more or less to a point; thence

20) N 1°12'08" W a distance of 33 feet more or less to a point; thence

21) N 13°27'57" E a distance of 171 feet more or less to a point in the southerly boundary of lands located at bay Front Lane, Town of Irondequoit, New York, tax parcel 62.83-1-80; thence

22) S 78°21'00" E along said southerly boundary a distance of 4 feet more or less to a point; thence

23) N 49°31'00" E continuing along said southerly boundary a distance of 28 feet more or less to a point; thence

Through the lands of Point Pleasant Estates Condominium the flowing courses and distances

24) S 13°27'57" W a distance of 191 feet more or less to a point; thence

25) S 1°12'08" E a distance of 26 feet more or less to a point; thence

26) N 88°06'43" E a distance of 296 feet more or less to a point; thence

27) S 59°11'39" E a distance of 17 feet more or less to a point; thence

28) S 26°30'00" E a distance of 149 feet more or less to a point; thence

29) S 38°48'22" W a distance of 311 feet more or less to a point; thence

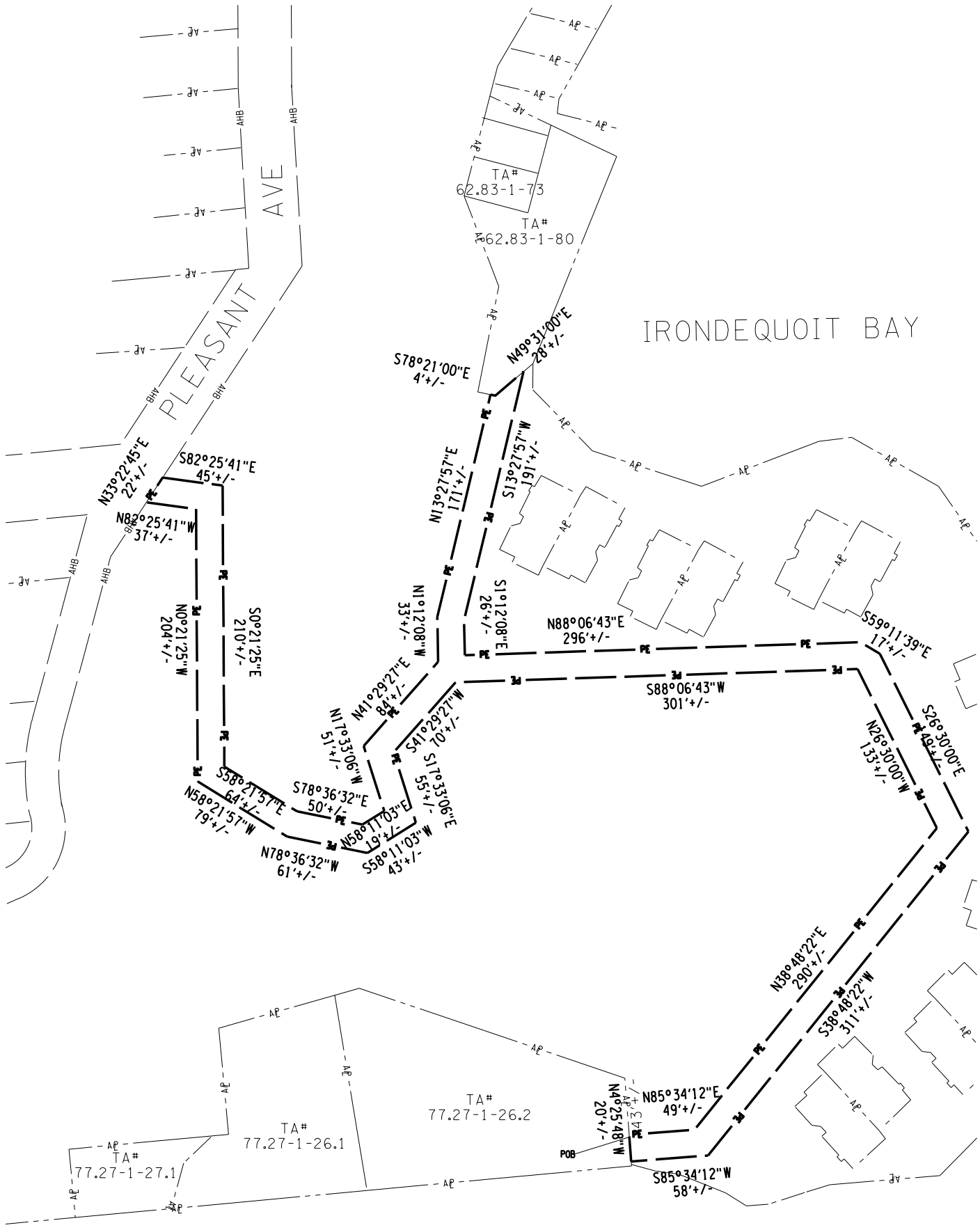
30) S 85°34'12" W a distance of 58 feet more or less to a point in the easterly boundary of lands located at 31 Schnackel Drive, Town of Irondequoit, New York, tax parcel 77.27-1-26.2; thence

31) N 4°25'48" W along said easterly boundary a distance of 20 feet to the POINT OF BEGINNING.

The above described parcel contains 0.714 acres (31,121 sq. ft.)

Intending to describe a 20 foot wide easement, 10 feet either side of a sanitary sewer, as-built.

Schedule B



LABELLA Associates, P.C.
300 STATE STREET
ROCHESTER, NY 14614

It is a violation of New York Education Law Article 145 Sec.7209, for any person, unless acting under the direction of a licensed architect, professional engineer, or land surveyor, to alter an item in any way. If an item bearing the seal of an architect, engineer, or land surveyor is altered; the altering architect, engineer, or land surveyor shall affix to the item their seal and notation "altered by" followed by their signature and date of such alteration, and a specific description of the alteration.

ONLY COPIES FROM THE ORIGINAL OF THIS SURVEY MARKED WITH AN ORIGINAL OF THE LAND SURVEYOR'S INKED SEAL SHALL BE CONSIDERED VALID TRUE COPIES.

TITLE:

SANITARY SEWER EASEMENT TO THE TOWN OF IRONDEQUOIT

CLIENT: TOWN OF IRONDEQUOIT

DRAWING NO.	PROJECT NO	DATE	SCALE	DRAWN BY	SHEET NO.
1 of 1	214153.055	JUNE 15, 2020	1"=100'	MWH	E-1

+ Resolution No. 2020 - _____

EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION AUTHORIZING THE SUPERVISOR TO ENTER INTO AN INTERMUNICIPAL AGREEMENT WITH CITY OF ROCHESTER

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 21st day of July, 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 City of Rochester ("City") desire to enter into an Intermunicipal Agreement to improve portions of the Summerville area including St. Paul Blvd, Summerville Wastewater Pump Station, Coast Guard Station, Sheriff Marine Unit, and a fishing access area (the "Project"); and

WHEREAS, the City has committed to the design and construction of the project located at in the Summerville area; and

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

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

WHEREAS, the City will be lead agency for the Project for purposes of the State Environmental Quality Review Act ("SEQRA"); and

WHEREAS, per the terms of the Intermunicipal Agreement attached to this resolution as Schedule A, the Town, and City will share the costs of this project; and

NOW THEREFORE BE IT RESOLVED, that the Town Board authorizes the Supervisor to enter into an Intermunicipal Agreement for the Project with the City of Rochester in substantial form as attached hereto as Schedule A subject to the City's completion of SEQRA review.

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 subject to the City's completion of SEQRA review.

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”

INTERMUNICIPAL AGREEMENT

THIS AGREEMENT is made as of the last date executed by the CITY OF ROCHESTER, a municipal corporation with offices at 30 Church Street, Rochester, New York 14614 (the "City,") and the TOWN OF IRONDEQUOIT, a municipal corporation with offices at 1280 Titus Avenue, Rochester, New York 14617 (the "Town").

WITNESSETH

WHEREAS, the City and the Town recognize that each party separately owns and maintains certain infrastructure in the City's waterfront area adjoining the east bank of the Genesee River near its mouth into Lake Ontario, 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 residents;

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

WHEREAS, this Agreement refers to the MO-03 St. Paul Terminus and MO-09 Fishing Access at St. Paul Projects that impacts, inter alia, City-owned and Town-owned infrastructure and has been awarded REDI funding from the State of New York: the MO-03 St. Paul Terminus Project (the "MO-03 REDI Project") and the MO-09 Fishing Access at St. Paul Project (the "MO-09 REDI Project," and together with the MO-03 REDI Project, the "MO-03 and MO-09 REDI Projects");

WHEREAS, the State of New York has awarded REDI funds to the City of Rochester for the MO-03 and MO-09 REDI Projects totaling $1,991,250 ("State Award for MO-03 and MO-09");

WHEREAS, the Town recognizes that it will be required to make a 5% local cost match for expenses related to work on Town infrastructure pursuant to the MO-03 and MO-09 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 MO-03 and MO-09 REDI Projects;

WHEREAS, the City of Rochester Council by Ordinance No. 2020-201, effective June

17, 2020, authorized the City to enter into this Agreement and the Mayor, or her designee, to execute this Agreement;

WHEREAS, the Town of Irondequoit Board by Resolution No. ___ of 2020, effective _____ __, 2020, authorized the Town to enter into this Agreement and the Town Supervisor, or his designee, to execute this Agreement;

WHEREAS, the Town has participated in the design and construction of the relevant portions of the MO-03 and MO-09 REDI Projects; and

WHEREAS, upon satisfactory completion of the MO-03 and MO-09 REDI Projects, the Town shall own and be responsible for maintaining all Town infrastructures impacted;

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

1. The MO-03 and MO-09 REDI Projects will occur at several different locations identified on **Exhibit A** and identified below:

    a. St. Paul Boulevard, owned by Monroe County ("County," and such project, the "County Project")

    b. Summerville WWPS, owned by the Town

    c. Coast Guard Station, owned by the United States Coast Guard

    d. Sheriff Marine Unit (the "County Sheriff Project")

    e. SW Corner of Site, owned by the City ("City", and such project, the "City Project")

    f. Fishing Access at St. Paul owned by the City and Town (shared "City-Town" Project)

2. The Town agrees to pay the 5% cost share for the Town Project and half of the 5% cost share for the City-Town Project. The City agrees to pay the remaining half of the 5% cost share for the City-Town Project.

3. The Town authorizes the City and the City agrees to complete the Town Project and the City-Town Project in accordance with the approved design report dated March 20, 2020, updated and dated as of July 1, 2020 that has been reviewed by the Town.

4. Prior to the City accessing the Town's properties, the Town shall provide written

notice to the City that the City and its contractors are authorized to enter onto the Town's properties, rights-of-way, and easements for the purpose of implementing the Town Project and the City-Town Project, including but not limited to, survey, construction, restoration, monitoring, and inspection activities.

5. The City shall enter into a separate Intermunicipal Agreement with the County concerning the County Project and the County-Sheriff Project.

6. The County Project and Town Project shall be advertised for bid by the City along with the City Project and the City-Town Project as part of one overall project and shall be awarded to the lowest responsible bidder in accordance with applicable law. Bidders will be required to cost-out separately items that pertain specifically to either the City Project, City-Town Project, County Project or Town Project and shall lump together common items that pertain to more than one project, to be divided pro rata. At least five business days prior to the award of the construction contracts, the City shall calculate the estimated Town share and furnish copies of the bid tabulation and the calculation to the Town. The City shall make all payments to the contractors in connection with the Town Project and the City-Town Project, subject to reimbursement from the Town as set forth below.

7. The City shall comply with all REDI Grant requirements for construction. The City and Town each agree to comply with any post-construction REDI Grant requirements related to operation and maintenance of their respective projects.

8. The Town shall share with the City certain costs affecting the Town Project and the City-Town Project, 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 construction cost bid for the Town Project items and 50% of the construction cost bid for the City-Town Project items divided by the total bid for the County Project, the Town Project, the City-Town Project and the City Project (including 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 Town Project items and the Town's 50% share of the City-Town Project items, including the percentage of the common lump sum items (described in Section 8.a.) applying the percentage determined in Section 8.a.

   c. The pro rata share of the construction supervision cost shall be based on the

percentage calculated by the Town Project items and the Town's 50% share of the City-Town Project items (including the common lump sum items) divided by the total final construction cost of the County, County-Sheriff, Town, City-Town and City Projects.

9. The Town's costs for the Town Project and the City-Town Project, including but not limited to, design, right-of-ways, utility relocation, construction, and construction supervision including those costs described in Section 8 (collectively, "Town Project Costs"), shall be calculated and provided as follows:

    a. A sum equal to 5% of the costs of the Town Project and 2.5% of the costs of the City-Town Project ("Town Match"); and

    b. 100% of any Town Project Costs for the Town Project and 50% of any City-Town Project Costs for the City-Town Project that exceed the sum of the State Award for MO-03 and MO-09 with respect to the Town Project and City-Town Project ("Excess Town Project Costs").

    c. Excess Town Project Costs shall not be incurred by the City without the prior written approval of the Town.

10. The Town Match shall be paid to the City as follows: eighty percent (80%) at the time of contract award of each Town Project and City Town Project, and the balance at the conclusion of each project. To the extent that the Town authorizes excess construction costs for a Town Project or the City-Town Project, the Town shall pay such excess construction costs at the conclusion of such Project.

11. To the extent Excess Town Project Costs are approved by the Town and incurred, the Town shall reimburse the City within thirty (30) days of the Town's receipt of any invoices pertaining to such expenses.

12. The City and the Town each acknowledge and agree that the costs stated in Exhibit A represent the information provided to the State of New York for the State Award for MO-03 and MO-09, and that while these figures are the most current, they are subject to change.

13. The Town shall have the right, but not the obligation, to attend all meetings and inspect all work regarding the Town Project and the City-Town Project at any time. The City shall invite the Town and provide reasonable prior notice of all meetings regarding design, construction, cost-estimating, public gatherings, and conferences with the State of New York and other events related to the Town Project and the City-Town Project.

14. Each 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 that party's project resulting from such cancellation.

15. The City 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 attorney's fees and costs of defense, incurred by the Town as a result of the negligence, omission, breach, fault or intentional misconduct of the City in the conduct of work under this Agreement.

16. The Town hereby covenants and agrees to indemnify, defend and hold harmless the City 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 City as a result of the negligence, omission, breach, fault or intentional misconduct of the Town in the conduct of work under this Agreement.

17. The City shall ensure that the Town is included as an indemnified party in all contracts executed by the City involving work on the Town Project and the City-Town Project. The Town shall be named as an additional insured on all insurance policies required of contractors involved in the Town Project and the City-Town Project. The City shall not execute any contract for work on the Town Project or the City-Town Project until the Town has confirmed in writing that it has reviewed and approved the contract and insurance coverages for the respective Project.

18. No party may assign, transfer or dispose of any right or interest in or to this Agreement without the prior written consent of the other parties.

19. This Agreement shall be deemed executory only to the extent of monies appropriated for its purposes, and no liability shall be incurred by any party beyond the monies appropriated therefor.

20. In connection with the services to be performed under this Agreement, the Town and the City and each of their 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.

21. 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.

22. 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.

23. The Town and the City agree that in carrying out their activities under the terms of the Agreement 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.

24. 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.

25. 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.

[Signature Pages Follow]

CITY OF ROCHESTER

Date: _____, 2020 By: _____
Lovely A. Warren
Mayor

TOWN OF IRONDEQUOIT

Date: _____, 2020 By: _____
David A. 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 **Lovely A. Warren**, 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 she executed the same in her capacity, and that by her 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

Exhibit A

Resolution No. 2020_____

EXTRACT OF MINUTES OF MEETING OF TOWN BOARD ADOPTING A RESOLUTION AUTHORIZING THE SUPERVISOR TO ENTER INTO AN AGREEMENT TO PROVIDE MAT RENTAL AND CLEANING SERVICES FOR VARIOUS TOWN FACILITIES

At the regular meeting of the Town Board of the Town of Irondequoit, Monroe County, New York held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 21st day of July 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, various Town of Irondequoit facilities currently rent entryway mats for the purpose of providing a safe and clean entry into facilities to help minimize the amount of rainwater, mud, snow, slush, and salt that are carried into the building via entrant's footwear; and

WHEREAS, pursuant to Section 51-7(C) of the Irondequoit Town Code, the Town requested three quotes for mat rental and cleaning services; and

WHEREAS, UniFirst Corporation was the lowest responsible quote received per Exhibit "A"; and

WHEREAS, the term of this agreement will commence on August 1, 2020, and end the three-year period on August 1, 2023; and

WHEREAS, funds have been appropriated for this purpose in Account 001.1620.4450 (Town Hall), 001.1621.4450 (Public Safety Bldg), 001.1623.4450 (Pinegrove Community Center), and 001.1640.4450 Department of Public Works.

NOW, THEREFORE BE IT RESOLVED, the Town Board authorizes the Supervisor to enter into an agreement with UniFirst Corporation for a fee listed per Exhibit "A" in such form as approved by the Attorney for the Town, for a three-year term.

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 _____
Supervisor	Seeley	voting _____

Exhibit “A”

Exhibit "A"

SERVICE LOCATION	ANNUAL SERVICES PROVIDED	QUANTITY	FREQUENCY	Cost	
Town Hall	Mat - Slate 3x5	1	BI-WEEKLY	$3.00	
1280 Titus Avenue	Mat - Slate 3x10	1		$6.00	
Rochester, NY 14617					
Public Safety Building	Mat - Slate 3x5	6	BI-WEEKLY	$ 18.00	
1300 Titus Avenue	Mat - Slate 3x10	2		$ 12.00	
Rochester, NY 14617	Mat - Slate 4x6	2		$ 9.00	
	Mat - Slate 4x8	2		$ 15.00	
				$6.00	Delivery Fee
				$69.00	Bi Wkly Total Town Hall & Public Safety Bldg
Pinegrove Community Center	Mat - Slate 3x5	1	BI-WEEKLY	$ 3.00	
154 Pinegrove Avenue	Mat - Slate 3x10	1		$ 6.00	
Rochester, NY 14617	Mat - Slate 4x8	2		$ 15.00	
				$6.00	Delivery Fee
				$ 30.00	Bi Weekly total for Pinegrove
Department of Public Works				$ 60.00	
2629 East Ridge Road	Mat- Slate 4x8	8	BI-WEEKLY	$6.00	Delivery Fee
Rochester, NY 14622				$ 66.00	Bi Weekly Total for DPW

Size	Bi Weekly Unit Cost
3x5	$ 3.00
4x6	$ 4.50
3x10	$ 6.00
4x8	$ 7.50

Pricing is valid through December 31, 2020. Price increase of 5% may occur in 2021. No price increase in 2022.

SERVICE LOCATION	ANNUAL SERVICES PROVIDED	QUANTITY	FREQUENCY	Cost	
Town Hall 1280 Titus Avenue Rochester, NY 14617	Mat - Slate 3x5	1	BI-WEEKLY	$3.00	
	Mat - Slate 3x10	1		$6.00	
Public Safety Building 1300 Titus Avenue Rochester, NY 14617	Mat - Slate 3x5	6	BI-WEEKLY	$ 18.00	
	Mat - Slate 3x10	2		$ 12.00	
	Mat - Slate 4x6	2		$ 9.00	
	Mat - Slate 4x8	2		$ 15.00	
				$6.00	Delivery Fee
				$69.00	Bi Wkly Total Town Hall & Public Safety Bldg
Pinegrove Community Center 154 Pinegrove Avenue Rochester, NY 14617	Mat - Slate 3x5	1	BI-WEEKLY	$ 3.00	
	Mat - Slate 3x10	1		$ 6.00	
	Mat - Slate 4x8	2		$ 15.00	
				$6.00	Delivery Fee
				$ 30.00	Bi Weekly total for Pinegrove
Department of Public Works 2629 East Ridge Road Rochester, NY 14622	Mat- Slate 4x8	8	BI-WEEKLY	$ 60.00	
				$6.00	Delivery Fee
				$ 66.00	Bi Weekly Total for DPW

Size	Bi Weekly Unit Cost
3x5	$ 3.00
4x6	$ 4.50
3x10	$ 6.00
4x8	$ 7.50

Pricing is valid through December 31, 2020. Price increase of 5% may occur in 2021. No price increase in 2022.

UniFirst

NEW ACCOUNT ☒ EXISTING ACCOUNT ☐

INSTALLATION DATE _____

CUSTOMER SERVICE AGREEMENT

COMPANY NAME (Customer) Town of Irondequoit

LOC. NO. 056

ADDRESS 2629 East Ridge Rd

ROUTE NO. _____

Rochester NY 14622

DATE 08/01/2020

PHONE (585) 336-6036

SIC/NAICS _____

The undersigned (the "CUSTOMER") orders from UniFirst Corporation and/or UniFirst Holdings, Inc. d.b.a. UniFirst and/or UniFirst Canada LTD. ("UNIFIRST") the rental service(s) at the prices and upon the conditions outlined.

MERCHANDISE SERVICED

ITEM DESCRIPTION	LOST/ DAMAGED REPLACEMENT CHARGE	SERVICE FREQUENCY	NO. OF PERSONS/ ISSUE PER PERSON	TOTAL NO. OF CHANGES/ PIECES	PRICE PER CHANGE/ PIECE	STANDARD/ NON-STANDARD[1]	TOTAL FULL SERVICE	TOTAL VAL-U-LEASE[2]
3x5 Floor Mat		EOW		1	$3.00			
4x6 Floor Mat		EOW		1	$4.50			
3x10 Floor Mat		EOW		1	$6.00			
4x8 Floor Mat		EOW		1	$7.50			
Minimum weekly charge applies, equal to 75% of the initial weekly install value.								

OTHER CHARGES	AMOUNT
Garment preparation per piece	
Name emblem per piece	
Company emblem per piece	
Direct Embroidery: Wearer name per piece	
Company name per piece	

OTHER CHARGES	AMOUNT
Non-stock sizes per piece	
Special cuts per piece	
Restock/Exchange per piece	
Automatic Wiper Replacement	
Automatic Linen Replacement	
DEFE (See description on reverse side)	6

PAYMENT TERMS: C.O.D. ☐ E.F.T. ☐ Approved Charge[3] ☐

COMMENTS

Service to begin 08/01/2020 and include Townhall, Public Safety Building, Pinegrove Community Center, & DPW. Agreement terms are adjusted to 36 months. On page 2 of agreement terms, automatic contract renewal is not allowed in NYS and N/A.

Approved charge: CUSTOMER agrees to make payments within 30 days of invoice receipt. A late charge of 1½% per month (18% per year) for any amount in arrears may be applied.[4]

SALES REP: Chris Ventrella 06/30/2020
SALES REP (Print Name) DATE

ACCEPTED[5]: _____
LOCATION MANAGER (Signature) DATE

LOCATION MANAGER (Print Name and Title)

The undersigned agrees to all terms on the reverse and attests to have the authority to execute for the named CUSTOMER, and to approve use of any personalization – including logos or brand identities – that has been requested.

ACCEPTED: _____
CUSTOMER (Signature) DATE

CUSTOMER (Print Name and Title)

EMAIL

[1] Out-sizes or otherwise Standard Merchandise are deemed to be Non-Standard Merchandise.
[2] Merchandise which is Val-U-Leased is not cleaned by UniFirst.
[3] Charge status contingent upon continuing credit worthiness and may be revoked at UniFirst's discretion.
[4] All returned checks and declined credit/debit cards subject to $35 processing fee.
[5] This Agreement is effective only upon acceptance by UniFirst Location Manager.

PRINT & SIGN (2) COPIES ON LEGAL-SIZE (8½" x 14") PAPER: ☐ **LOCAL UNIFIRST COPY** (SCANNED COPY TO CORPORATE OFFICE) ☐ **CUSTOMER COPY**

CUSTOMER SERVICE AGREEMENT TERMS

REQUIREMENTS SUPPLIED. Customer orders from UniFirst Corp. ("UniFirst") the rental garments and/or other items of the type specified in this Agreement ("Merchandise") and related pickup/delivery and maintenance services (collectively with Merchandise, "Services") for all of Customer's requirements therefor, at the prices and upon the terms and conditions set forth herein. Additional Services requested by Customer, verbally or in writing, will also be covered by this Agreement. All rental Merchandise supplied to Customer remains the property of UniFirst. Customer warrants that it is not subject to, and that this Agreement does not interfere or conflict with, any existing agreement for the supply of the Merchandise or Services covered.

PERFORMANCE GUARANTEE. UNIFIRST GUARANTEES TO DELIVER HIGH-QUALITY SERVICE AT ALL TIMES. All items of Merchandise cleaned, finished, inspected, repaired and delivered by UniFirst will meet or exceed industry standards, or non-conforming items will be replaced by the next scheduled delivery day at no cost to Customer. Items of rental Merchandise requiring replacement due to normal wear and tear will be replaced at no cost to Customer, save for any applicable personalization and setup charges.

Customer expressly waives the right to terminate this Agreement during the initial term or any extension thereof for deficiencies in the quality of Services unless: (1) complaints are first made in writing to UniFirst which set forth the precise nature of any deficiencies; (2) UniFirst is afforded at least 60 days to correct any deficiencies complained of; and (3) UniFirst fails to correct those deficiencies complained of within 60 days. In the event Customer complies with the foregoing and UniFirst fails to correct such deficiencies, Customer may terminate this Agreement by written notice to UniFirst, providing that all previous balances due to UniFirst have been paid in full and that all other conditions to terminate have been satisfied. Any delay or interruption of the Services provided for in this Agreement by reason of acts of God, fires, explosions, strikes or other industrial disturbances; or any other cause not within the control of UniFirst, shall not be deemed a breach or violation of this Agreement.

TERM AND RENEWAL. This Agreement is effective when signed by both the Customer and UniFirst Location Manager and continues in effect for ~~60~~ 36 months after installation of Merchandise (for new customers) or any renewal date. This Agreement will be renewed automatically and continuously for multiple successive 60-month periods unless Customer or UniFirst gives written notice of non-renewal to the other at least 90 days prior to the next expiration date.

PRICES AND PAYMENTS. Prices are based on 52 weeks of service per year. Any increase(s) to Service Frequency could result in additional charges. On an annual basis, the prices then in effect will be increased by the greater of the annual percent increase in the Consumer Price Index - All Urban Consumers, Series ID: CUUROOOOSAG, other goods and services, or by 5%. Additional price increases and other charges may be imposed by separate written notice or by notation on Customer's invoice. Customer may, however, decline such additional increases or charges by notifying UniFirst in writing within 10 days after receipt of such notice or notation. If Customer declines said additional price increases, UniFirst may terminate this Agreement. Customer also agrees to pay the other charges and minimum weekly charge herein specified. Charges relating to a wearer leaving Customer's employ can be terminated by (1) giving notice thereof to UniFirst and (2) returning or paying for any missing Merchandise issued to that individual. Any Merchandise payments required pursuant to this Agreement will be at the replacement price(s) then in effect hereunder. If an authorized Customer representative is not available to receive and acknowledge delivery of Merchandise, Customer authorizes UniFirst to make delivery and assumes responsibility for related charges/invoices.

If Customer fails to make timely payment, UniFirst may, at any time and in its sole discretion, terminate this Agreement by giving written notice to Customer, whether or not UniFirst has previously strictly enforced Customer's obligation to make timely payments. Customer agrees to pay, and will pay, all applicable sales, use, personal property and other taxes and assessments arising out of this Agreement.

DEFE CHARGE. Customer's invoices may also include a DEFE charge to cover all or portions of certain expenses including:

D = DELIVERY, or expenses associated with the actual delivery of Services and Merchandise to Customer's place of business, primarily Route Sales Representative commissions, management salaries, vehicle depreciation, equipment maintenance, insurance, road use charges and local access fees.

E = ENVIRONMENTAL, or expenses (past, present and future) UniFirst absorbs related to wastewater testing, purification, effluent control, solids disposal, supplies and equipment for pollution controls and energy conservation and overall regulatory compliance.

F = FUEL, or the gas, diesel fuel, oil and lubricant expenses associated with keeping UniFirst's fleet vehicles on the road and servicing its customers.

E = ENERGY, primarily the natural gas UniFirst uses to run boilers and gas dryers, plus other local utility charges.

MERCHANDISE. Customer acknowledges and agrees to notify all employees that Merchandise supplied is for general occupational use and, except as expressly specified below, affords no special user protections. Customer further acknowledges that: (1) Customer has unilaterally and independently determined and selected the nature, style, performance characteristics, number of changes and scope of all Merchandise to be used and the appropriateness of such Merchandise for Customer's specific needs or intended uses; (2) UniFirst does not have any obligation to advise, and has not advised, Customer concerning the fitness or suitability of the Merchandise for Customer's intended use; (3) UniFirst makes no representation, warranty or covenant regarding the performance of the Merchandise (including without limitation Flame Resistant and Visibility Merchandise); and (4) UniFirst shall in no way be responsible or liable for any injury or harm suffered by any Customer employees while wearing or using any Merchandise. Customer agrees to indemnify and hold harmless UniFirst and its employees and agents from and against all claims, injuries or damages to any person or property resulting from Customer's or Customer's employee use of the Merchandise, whether or not such claims, injuries or damages arise from any alleged defects in the Merchandise.

Flame Resistant ("FR") *Merchandise* supplied hereunder is intended only to prevent the ignition and burning of fabric away from the point of high heat impingement and to be self-extinguishing upon removal of the ignition source. FR items will not provide significant protection from burns in the immediate area of high heat contact due to thermal transfer through the fabric and/or destruction of the fabric in the area of such exposure. FR items are designed for continuous wear as only a secondary level of protection. Primary protection is still required for work activities where direct or significant exposure to heat or open flame is likely to occur.

Visibility Merchandise is intended to provide improved conspicuity of the wearer under daylight conditions and when illuminated by a light source of sufficient candlepower at night. It is Customer's responsibility to determine the level of conspicuity needed by wearers under specific work conditions. Further, Customer agrees that Visibility Merchandise alone does not ensure conspicuity of the wearer and that additional safety precautions may be necessary. The Visibility Merchandise supplied satisfied particular ANSI/ISEA standards only when they were new and unused and only if so labeled. Customer acknowledges that usage and laundering of Visibility Merchandise may adversely affect its conspicuity.

Healthcare/Food-Related Customer acknowledges that: (1) UniFirst does not guarantee or warrant that the Merchandise selected by Customer or that processed garments delivered by UniFirst will be appropriate or sufficient to provide a hygienic level adequate for individual Customer's needs; and (2) optional poly-bagging* is recommended to reduce the risk of cross-contamination of Merchandise, and the failure to utilize such service may adversely affect the efficacy of UniFirst's hygienic cleaning process.
(Poly-bag services incur additional charges.)*

If any Merchandise supplied hereunder is Merchandise that: (1) UniFirst does not stock for whatever reason (including due to style, color, size or brand); (2) consists of non-UniFirst manufactured or customized FR Merchandise; or (3) consists of Merchandise that has been permanently personalized (in all cases known as "Non-Standard Merchandise"), then, upon the discontinuance of any Service hereunder at any time for any reason, including expiration, termination, or cancellation of this Agreement, with or without cause, deletion of any Non-Standard Merchandise from Customer's Service Program, or due to employee reductions (in each case a "Discontinuance of Service"), Customer will purchase at the time of such Discontinuance of Service all affected Non-Standard Merchandise items then in UniFirst's inventory (in-service, shelf, as well as any manufacturer's supplies ordered for Customer's use), paying for same the replacement charges then in effect.

Customer agrees not to contaminate any Merchandise with asbestos, heavy metals, solvents, inks or other hazardous or toxic substances ("contaminants"). Customer agrees to pay UniFirst for all Merchandise that is lost, stolen, damaged or abused beyond repair. As a condition to the termination of this Agreement, for whatever reason, Customer will return to UniFirst all standard Merchandise in good and usable condition or pay for same at the replacement charges then in effect.

OBLIGATIONS AND REMEDIES. If Customer breaches or terminates this Agreement before the expiration date for any reason (other than for UniFirst's failure under the performance guarantee described above), Customer will pay UniFirst, as liquidated damages and not as a penalty (the parties acknowledging that actual damages would be difficult to calculate with reasonable certainty) an amount equal to 50 percent of the average weekly amounts invoiced in the preceding 26 weeks, multiplied by the number of weeks remaining in the current term. These damages will be in addition to all other obligations or amounts owed by Customer to UniFirst, including the return of Standard Merchandise or payment of replacement charges, and the purchase of any Non-Standard Merchandise items as set forth herein.

This Agreement shall be governed by Massachusetts law (exclusive of choice of law). If a dispute arises from or relates in any way to this Agreement or any alleged breach thereof at any time, the parties will first attempt to resolve the claim or dispute by negotiation at agreed time(s) and location(s). All negotiations are confidential and will be treated as settlement negotiations. Any matter not resolved through direct negotiations within 30 days shall be resolved exclusively by final and binding arbitration, conducted in the capital city of the state where Customer has its principal place of business (or some other location mutually agreed), pursuant to the Expedited Rules of the Commercial Arbitration Rules of the American Arbitration Association; and, governed by the Federal Arbitration Act, to the exclusion of state law inconsistent therewith. The parties will agree upon one (1) Arbitrator to settle the controversy or claim. The successful or substantially prevailing party in any proceeding, including any appeals thereof (as determined by the Arbitrator/court) shall recover all of its costs and expenses including, without limitation, reasonable attorney fees, witness fees and discovery costs, all of which shall be included in and as a part of the judgment or award rendered hereunder. This provision for Arbitration is specifically enforceable by the parties; the Arbitrator shall have no power to vary or ignore the provisions hereof; and, the decision of the Arbitrator in accordance herewith, may be entered in any court having jurisdiction thereof. Customer acknowledges that, with respect to all such disputes, it has voluntarily and knowingly waived any right it may have to a jury trial or to participate in a class action or class litigation as a representative of any other persons or as a member of any class of persons, or to consolidate its claims with those of any other persons or class of persons. If this prohibition against class litigation is ruled to be unenforceable for any reason in any proceeding, then the prohibition against class litigation shall be void and of no force and effect in that proceeding.

MISCELLANEOUS. The parties agree that this Agreement represents the entire agreement between them. In the event Customer issues a purchase order to UniFirst at any time, none of the standard pre-printed terms and conditions therein shall have any application to this Agreement, or any transactions occurring pursuant hereto or thereto. UniFirst may, in its sole discretion, assign this Agreement. Customer may not assign this Agreement without the prior written consent of UniFirst. Customer agrees that in the event it sells or transfers its business, it will require the purchaser or transferee to assume all obligations and responsibilities under this Agreement; provided that such assumption shall not relieve Customer of its liabilities hereunder; and provided further that any failure by a purchaser or transferee to assume this Agreement shall constitute a breach and early termination of this Agreement resulting in the obligation to pay all amounts on account thereof as set forth in this Agreement. Neither party will be liable for any incidental, consequential, special or punitive damages. In no event shall UniFirst's aggregate liability to Customer for any and all claims exceed the sum of all amounts actually paid by Customer to UniFirst. In the event any portion of this Agreement is held by a court of competent jurisdiction or by a duly appointed arbitrator to be unenforceable, the balance will remain in effect. All written notices provided to UniFirst must be sent by certified mail to the attention of the Location Manager. In Texas and certain other locations, UniFirst's business is conducted by, and the term "UniFirst" as used herein means, UniFirst Holdings, Inc. d.b.a. UniFirst.

ACCEPTED. Customer Signature_____ Date_____ (I have read and agree to all of the above Terms.)

TOWN OF IRONDEQUOIT

"Where the land and waters meet." Est. 1839

Quotation Log

Department:	**Public Works -** Mat rental service at various town facilities
Date:	June 30, 2020

The following is a summary of quotations obtained for the listed items not subject to competitive bidding (per GML 103) and in accordance with GML 104-B. Bid award is circled.

			Date Required:		
	Vendor	**Item Description**	**Quantity**	**Unit Price**	**Total**
1.	Alsco Inc 548 St Paul Street Rochester, NY 14605	Mat rental 3x5	8-bi-weekly	$6.18	$49.44
		Mat rental 3x10	4-bi-weekly	$11.14	$44.56
		Mat rental 4x6	2-bi-weekly	$8.92	$17.84
		Mat rental 4x8	12-bi-weekly	$11.86	$142.32
Phone Number:	585-363-1425				$254.16

	Vendor	**Item Description**	**Quantity**	**Unit Price**	**Total**
2.	Unifirst 2085 Brighton Henrietta Townline Rd Rochester, NY 14623	Mat rental 3x5	8-bi-weekly	$3.00	$24.00
		Mat rental 3x10	4-bi-weekly	$6.00	$24.00
		Mat rental 4x6	2-bi-weekly	$4.50	$9.00
		Mat rental 4x8	12-bi-weekly	$7.50	$90.00
Phone Number:	585-427-9020				$147.00

	Vendor	**Item Description**	**Quantity**	**Unit Price**	**Total**
3.	Cintas 2005 Brighton Henrietta Townline Rd Rochester, NY 14623	Mat rental 3x5		No Quote	
		Mat rental 3x10	No	response	
		Mat rental 4x6			
		Mat rental 4x8			
Phone Number:	844-598-1725				
			Total:		

Obtained By: Lori Jacobs

Approved By:

Resolution No. 2020-___

EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD ADOPTING A RESOLUTION APPROVING THE AMERICAN RED CROSS TO HOLD A BLOOD DRIVE AT THE IRONDEQUOIT TOWN HALL

At a Regular Town Board 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 21st day of July 2020, at 7:00 P.M. local time; there were:

PRESENT:

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

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

WHEREAS, the Town Clerk's Office received a request from the American Red Cross to conduct their Irondequoit Town Hall Blood Drive; and

WHEREAS, this event will be conducted in the Broderick Room of the Irondequoit Town Hall on August 20, 2020 from 11:00 a.m. to 4:30 p.m.; and

WHEREAS, insurance for this event, which expires on July 1, 2021, has been reviewed and approved by the Town Insurance carrier.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board approves the Special Event License for the American Red Cross to conduct their Irondequoit Town Hall Blood Drive on August 20, 2020 from 11:00 a.m. to 4:30 p.m. in the Irondequoit Town Hall Broderick Room.

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	_____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/26/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marsh USA Inc. (Philadelphia)
1717 Arch Street
Philadelphia, PA 19103
215.246.1000 fax215.246.1399
Attn: Redcross.certrequest@marsh.com
CN102834971-ALL-CAS-20-21

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Old Republic Insurance Company	24147
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
NY PENN REGION
AMERICAN NATIONAL RED CROSS
825 JOHN STREET
WEST HENRIETTA, NY 14586

COVERAGES **CERTIFICATE NUMBER:** CLE-005967911-11 **REVISION NUMBER:** 3

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY**			MWZZ 313806-20	07/01/2020	07/01/2021	EACH OCCURRENCE	$ 5,000,000
	X CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 5,000,000
	X SIR $100,000						MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 5,000,000
	X POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ INCLUDED
	OTHER:							$
A	**AUTOMOBILE LIABILITY**			MWTB 313807-20 ($1M)	07/01/2020	07/01/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
	X ANY AUTO			Auto Physical Damage-			BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS			Deductible Comp/Coll $1,000			BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
A				MWZX313810-20 ($4M XS)	07/01/2020	07/01/2021		$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**			MWC313809-20 (INSURED STATES)	07/01/2020	07/01/2021	X PER STATUTE ☐ OTH-ER	
A	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N	N / A		MWFEX313804-20 - (FL)*	07/01/2020	07/01/2021	E.L. EACH ACCIDENT	$ 1,000,000
A	**(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below			MWXS313805-20 (AL, CA, GA, MA, MI, MO, OH, PA, TN, VA)**	07/01/2020	07/01/2021	E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: BLOOD DRIVES TO BE HELD THROUGHOUT THE POLICY PERIOD, 7/1/2020 - 7/1/2021.
TOWN OF IRONDEQUOIT IS INCLUDED AS ADDITIONAL INSURED WITH REGARDS TO COMMERCIAL GENERAL LIABILITY COVERAGE WHERE REQUIRED BY CONTRACT. PRIMARY AND NON-CONTRIBUTORY POLICY LANGUAGE IS INCLUDED WITH RESPECT TO PERSONS OR ORGANIZATIONS AS REQUIRED BY CONTRACT OR AGREEMENT WITH RESPECT TO GENERAL LIABILITY.

CERTIFICATE HOLDER

TOWN OF IRONDEQUOIT
1280 TITUS AVENUE
ROCHESTER, NY 14617

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE of Marsh USA Inc.
Manashi Mukherjee

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AGENCY CUSTOMER ID: CN102834971
LOC #: Philadelphia

ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh USA Inc. (Philadelphia)	**NAMED INSURED** NY PENN REGION AMERICAN NATIONAL RED CROSS 825 JOHN STREET WEST HENRIETTA, NY 14586
POLICY NUMBER	
CARRIER / **NAIC CODE**	**EFFECTIVE DATE:**

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

ATTACHING TO AND FORMING PART OF THE AMERICAN NATIONAL RED CROSS CERTIFICATE OF INSURANCE

AS RESPECTS WORKERS COMPENSATION:

This is to certify that all American National Red Cross units in the following states are currently self insured through the American National Red Cross: Alabama, California, Florida, Georgia, Massachusetts, Michigan, Missouri, Ohio, Pennsylvania, Tennessee, and Virginia.

Workers Compensation Policy #MWC313809-20:
Policy for all other states except the monopolistic states of North Dakota, Puerto Rico, Washington, Wyoming and U.S. Virgin Islands and the self-insured states of Alabama, California, Florida, Georgia, Massachusetts, Michigan, Missouri, Ohio, Pennsylvania, Tennessee, and Virginia. Includes Employers Liability for monopolistic states of North Dakota, Puerto Rico, Washington, Wyoming, and U.S. Virgin Islands.

*Specific Excess Workers Compensation Policy #MWFEX313804-20: American National Red Cross is self-insured for Workers Compensation in the state of Florida. The Excess Liability limit is subject to a state approved Self-Insured Retention.

**Specific Excess Workers Compensation Policy #MWXS313805-20: American National Red Cross is self-insured for Workers Compensation in the following states: Alabama, California, Georgia, Massachusetts, Michigan, Missouri, Ohio, Pennsylvania, Tennessee and Virginia. The Excess Liability limits are subject to state approved Self-Insured Retentions.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder.

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Joanne Melazzo
Senior Advisory Representative

Marsh USA Inc.
Three Logan Square
1717 Arch Street, Suite 1100
Philadelphia, PA 19103
+1 215 246 1120
www.marsh.com

To Whom it may concern;

June 03, 2020

Subject: American Red Cross Certificates of Insurance

Enclosed please find our Certificate of Insurance evidencing the renewal of coverage for 12 months effective July1, 2020.

To expedite this process in the future, we are transitioning to electronic distribution.
If you would like to receive Certificates of Insurance electronically, please send an email to joanne.melazzo@marsh.com. Include the certificate holder name and current certificate number along with the e-mail address you would like it to be delivered.

If the enclosed certificate is no longer required, please return it to my attention at joanne.melazzo@marsh.com

Sincerely,

Joanne
Joanne Melazzo
Senior Advisory Representative

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) American National Red Cross New York Penn Region 825 John Street West Henrietta, NY 14586 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	1b. Business Telephone Number of Insured 585-760-5521 1c. NYS Unemployment Insurance Employer Registration Number of Insured 04 58060 1d. Federal Employer Identification Number of Insured or Social Security Number 53-0196605
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Irondequoit 1280 Titus Avenue Rochester, NY 14617	3a. Name of Insurance Carrier Old Republic Insurance Company 3b. Policy Number of Entity Listed in Box "1a" MWC 313809 20 3c. Policy effective period 7/1/20 to 7/1/21 3d. The Proprietor, Partners or Executive Officers are ☒ included. (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Annette M. Veteri, CISR
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Annette Veteri
(Signature) (Date)

Title: Lead Policy Production Specialist 7/6/20

Telephone Number of authorized representative or licensed agent of insurance carrier: 262-797-3400

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.