



TOWN OF PENFIELD

3100 Atlantic Avenue, Penfield, NY 14526-9798

TOWN BOARD LEGISLATIVE AGENDA

Wednesday, January 7, 2026 6:30 PM

Supervisor, Kevin Berry, presiding

- I. Call to Order - Pledge of Allegiance - Roll Call
- II. Communications and Announcements
- III. Public Participation
- IV. Additions and Deletions to Agenda
- V. Approval of Minutes - November 19, and December 3, 2025
- VI. Petitions
- VII. Resolutions by Function

Law and Finance

- 26T-001 Adoption of Town Board Rules and Procedures 2026
- 26T-002 Adoption of Wage and Salary Schedule and Appointment of Officials and Employees for 2026
- 26T-003 Setting Holidays for Non-Union Employees of 2026
- 26T-004 Setting Holidays for Union Employees for 2026
- 26T-005 Monthly Reports to Town Board
- 26T-006 Designation of Official Newspapers for 2026
- 26T-007 Town Membership to Various Organizations for 2026
- 26T-008 Continuation of Petty Cash and Cash Drawer Funds
- 26T-009 Banking Arrangements for the Town of Penfield 2026
- 26T-010 Bonding of Town Officials and Employees
- 26T-011 Authorization for Contract for Legal Services
- 26T-012 Naming of Labor Relations Consultants to the Town of Penfield
- 26T-013 Authorization for Supervisor to Execute Small Contracts
- 26T-014 Town of Penfield Policy Book Revisions
- 26T-015 Appointment to the Town Board
- 26T-016 Appointment of Penfield Town Clerk, Amy M. Steklof, MMC/CMC as Marriage Officer
- 26T-017 Naming of GIS Support Services by MRB Group, to the Town of Penfield
- 26T-018 Setting 2026 Salary for Chairs and Members of Planning, Zoning, Energy and Environmental Conservation Committee and Historic Preservation Boards
- 26T-019 Appointment of Interim Chair to the Planning Board
- 26T-020 Appointment to the Planning Board
- 26T-021 Appointment of Chair to Zoning Board of Appeals
- 26T-022 Appointment to Zoning Board of Appeals
- 26T-023 Re-appoint Kevin Kane to the Board of Assessment Review

TOWN BOARD LEGISLATIVE AGENDA

- 26T-024 Authorize the Town Supervisor to Sign Contractual Agreement with Braman Post 1220 of the American Legion
- 26T-025 Authorization for the Supervisor to Execute Change Orders
- 26T-026 Authorization to Sign Contract with Court Stenographer
- 26T-027 Designating Town Staff Authorized to Uphold Chapter 180 (Sewers)
- 26T-028 Designating Town Staff Authorized to Uphold Chapter 198 (Stormwater)
- 26T-029 Authorization for Town Supervisor to Sign a Professional Service Contract with BME Associates for Environmental Services
- 26T-030 Naming of Transportation Consultant Barton & Loguidice, D.P.C. to the Town of Penfield
- 26T-031 Passero Associates as a Consultant for Traffic Analysis Projects
- 26T-032 Naming a Survey Consultant to the Town of Penfield
- 26T-033 Authorization of 2025 Budget Amendments and Additional Appropriations for from the Highway Fund Balance
- 26T-034 Authorization of 2025 Budget Amendments and Additional Appropriations for from the General Fund Balance
- 26T-035 Gift and Gift Card Policy

Public Works

- 26T-036 Authorization for Supervisor to Sign a Contract for Beaver Trapping Services with Donald C. Newcomb
- 26T-037 Appointment of Chair to Historic Preservation Board
- 26T-038 Appointments to Watershed Management Committee

Public Safety

- 26T-039 Court Enforcement Officer Appointments
- 26T-040 Authorization of Temporary Assignment of Judges
- 26T-041 Appointments to the Transportation Committee
- 26T-042 Appointments to the Energy & Environmental Conservation Committee (EECC)
- 26T-043 Authorization for Supervisor to Sign a Contract for Security Services with Intercept Security Inc.

Community Services

- 26T-044 Appointments to the Library Board
- 26T-045 Authorization for Supervisor to Sign Contract for Dayton's Corners School Coordinator
- 26T-046 Appointment of Local History Room Advisory Committee
- 26T-047 Appointments to the Parks and Recreation Advisory Board and Trails Committee

VIII. Old Business:

- IX. New Business
- X. Public Participation
- XI. Next Meeting: February 4, 2026
- XII. Adjournment

Town of Penfield, 3100 Atlantic Avenue, Penfield, NY 14526-9798

TOWN BOARD LEGISLATIVE AGENDA

This meeting will be video recorded and broadcast LIVE via the town's website www.penfield.org and the Town's Government Access Cable Channel 1303. Questions regarding video coverage contact Penfield TV at (585) 340-8661.

PENFIELD TOWN BOARD RESOLUTION NO. 26T-001

DATE January 7, 2026

BY Councilperson Getz

COMMITTEE: Law and Finance

NAME Adoption of Town Board Rules of Procedure for 2026

WHEREAS, pursuant to New York State Law, the Town Board has the ability to establish Rules of Procedure for their meetings;

NOW, BE IT RESOLVED, that the Rules of Procedure annexed hereto are hereby adopted, and

BE IT FURTHER RESOLVED, that a copy of the Rules of Procedure be available to the public on request from the Town Clerk, and that the Town Clerk will have available prior to each Town Board meeting a copy of the Rules of Procedure for review and inspection.

Moved: _____

Seconded: _____

Vote:

Berry _____

Dean _____

Getz _____

Lang _____

Teglash _____

PENFIELD TOWN BOARD RESOLUTION NO. 26T-002 DATE: January 7, 2026

BY: Councilperson Getz

COMMITTEE: Law & Finance

NAME Adoption of Wage and Salary Schedule and Appointment of Officials and Employees for 2026

BE IT RESOLVED, that the Town Board hereby adopts the Wage and Salary Schedules effective for all pay dates on or after January 1, 2026. A listing of all Town Board approved positions for 2026, appointed officials, employees and their salaries is available in the Human Resources Department.

Moved: _____

Seconded: _____

Vote:

Berry _____

Dean _____

Getz _____

Lang _____

Teglash _____

PENFIELD TOWN BOARD RESOLUTION NO. 26T-003

DATE: January 7, 2026

BY: Councilperson Getz

COMMITTEE: Law & Finance

NAME: Setting Holidays for Non-Union Employees for 2026

BE IT RESOLVED, that the following dates are to be observed as holidays in 2026 for Non-Union employees in accordance with the policy on holidays as written in the Employee's Handbook.

Thursday, January 1	New Year's Day
Monday, January 19	Martin Luther King Day
Monday, February 16	President's Day
Friday, April 3	Good Friday
Monday, May 25	Memorial Day
Friday, June 19	Juneteenth
Friday, July 3	Independence Day Holiday
Monday, September 7	Labor Day
Monday, October 12	Columbus Day
Wednesday, November 11	Veterans Day
Thursday, November 26	Thanksgiving
Friday, November 27	Day After Thanksgiving
Friday, December 25	Christmas

BE IT FURTHER RESOLVED, that one floating holiday will be observed on July 6, 2026.

Moved: _____

Seconded: _____

Vote:

Berry _____

Dean _____

Getz _____

Lang _____

Teglash _____

PENFIELD TOWN BOARD RESOLUTION NO. 26T-004

DATE: January 7, 2026

BY: Councilperson Getz

COMMITTEE: Law & Finance

NAME: Setting Holidays for Union Employees for 2026

BE IT RESOLVED, that the following dates are to be observed as holidays in 2026 for Union employees in accordance with the collectively bargained agreement between the union (CSEA) and the Town.

Thursday, January 1	New Year's Day
Monday, January 19	Martin Luther King Day
Monday, February 16	President's Day
Friday, April 3	Good Friday
Monday, May 25	Memorial Day
Friday, June 19	Juneteenth
Friday, July 3	Independence Day Holiday
Monday, September 7	Labor Day
Monday, October 12	Columbus Day
Wednesday, November 11	Veterans Day
Thursday, November 26	Thanksgiving
Friday, November 27	Day After Thanksgiving
Friday, December 25	Christmas

BE IT FURTHER RESOLVED, that one floating holiday will be observed on July 6, 2026.

Moved: _____

Seconded: _____

Vote:

Berry _____

Dean _____

Getz _____

Lang _____

Teglash _____

PENFIELD TOWN BOARD RESOLUTION NO. 26T-005 DATE: January 7, 2026

BY: Councilperson Getz

COMMITTEE: Law & Finance

NAME: Monthly Reports to Town Board

BE IT RESOLVED, that all Town of Penfield departments shall submit a Monthly Report to the Town Board by the 10th day of the month following the reporting period.

BE IT FURTHER RESOLVED, that each Monthly Report shall include:

- A brief summary of major departmental activities,
- A summary of progress toward accomplishing approved priorities and goals; and
- Identification of any issues or matters that may warrant special review or action by the Town Board.

Reporting Departments will include:

- Assessor
- Building/Zoning/Fire Marshal
- Communications
- Community Television/Website/IT
- Developmental Services
- Finance
- Historian/Local History Room
- Library
- Personnel
- Planning and Engineering
- Public Safety
- Public Works
- Recreation
- Tax Receiver
- Town Clerk

Moved: _____

Seconded: _____

Vote:

Berry _____

Dean _____

Getz _____

Lang _____

Teglash _____

PENFIELD TOWN BOARD RESOLUTION NO. 26T-006 DATE: January 7, 2026

BY: Councilperson Getz

COMMITTEE: Law and Finance

NAME: Designation of Official Newspapers for 2026

BE IT RESOLVED, that the Webster Herald, be designated as the official newspaper for the Town of Penfield for publication of notices, resolutions, local laws and ordinances. Additionally, the Democrat & Chronicle and/or the Daily Record may be designated as the official newspaper from time to time, for publication of notices, resolutions, local laws and ordinances.

Moved: _____

Seconded: _____

Vote:

Berry _____

Dean _____

Getz _____

Lang _____

Teglash _____

PENFIELD TOWN BOARD RESOLUTION NO. 26T-007 DATE: January 7, 2026

BY: Councilperson Getz

COMMITTEE: Law and Finance

NAME: Town Membership in Various Organizations in 2026

BE IT RESOLVED, that the following memberships for the Town of Penfield are hereby authorized for 2025 at the current annual dues:

1. Alliance for Community Media – Northeast, New York and US
2. American Planning Association
3. American Public Works Association
4. American Society of Civil Engineers
5. Association of Public Historians of New York State
6. Association of Towns
7. Cooperative Extension of Monroe County
8. Finger Lakes Building Officials Association
9. Genesee Valley Parks and Recreation Society
10. GIS/SIG Genesee/Finger Lakes Region
11. Government Appointed Historians of Western NY
12. Government Finance Officers Association
13. International Institute of Municipal clerks (IIMC)
14. International Association of Assessing Officers
15. Landmark Society of Western New York
16. Monroe County Assessors Association
17. Monroe County Town Clerks, Tax Receivers and Collectors Association
18. Monroe County Association of Town Superintendents of Highways
19. Monroe County Court Clerks Association
20. Monroe County Fire Marshals and Inspectors Association
21. Monroe County Historians Association
22. Monroe County Magistrates Association
23. Monroe County Storm Water Coalition
24. Monroe County Supervisors Association
25. National Association of Telecommunications Officers and Advisors
26. National Government Finance Officers Association
27. National Notary Association
28. National Public Employees Labor Relations Association
29. National Fire Protection Association
30. National Recreation and Parks Association
31. National Trust for Historic Preservation
32. New York Association of Local Government Records Officers
33. New York State Archives
34. New York State Assessors Association
35. New York State Association of Conservation Commissions
36. New York State Association of Tax Receivers and Collectors
37. New York State Association of Town Highway Superintendents
38. New York State Association of Towns
39. New York State Building Officials Conference
40. New York State Court Clerks Association

41. New York State Fire Marshals and Inspectors Association
42. New York State Institute of Assessing Officers
43. New York State Government Finance Officers Association
44. New York State Magistrates Association
45. New York State Recreation and Park Society
46. New York State Public Employees Labor Relation Association
47. New York State Town Clerks Association
48. New York State Turf Grass Association
49. New York State Water Environment Association
50. New York State Wildlife Management Association
51. New York State Floodplain & Storm Water Managers Association
52. Penfield Business Chamber
53. ROBEX – Rochester Builders Exchange
54. Society of Broadcast Engineers
55. Society for Human Resource Management
56. Youth Services Quality Council of Rochester & Monroe County
57. Western New York Chapter Appraisal Institute

Moved: _____

Seconded: _____

Vote:

Berry _____

Dean _____

Getz _____

Lang _____

Teglash _____

PENFIELD TOWN BOARD RESOLUTION NO. 26T-008 DATE: January 7, 2026

BY: Councilperson Getz

COMMITTEE: Law and Finance

NAME: Continuation of Petty Cash and Cash Drawer Funds

BE IT RESOLVED, that the following petty cash funds are authorized in 2026 as follows:

Comptroller	\$200.00 Petty Cash
Town Clerk	\$275.00 Cash Drawer
Receiver of Taxes	\$275.00 Cash Drawer

AND, BE IT FURTHER RESOLVED, that the policy established by the Town Board Resolution #66 of February 4, 1980 and last revised on July 17, 2019, with the adoption of this resolution, continues to apply and all persons affected should have a copy of that Policy so they may be familiar with it to insure compliance.

Moved: _____

Seconded: _____

Vote:

Berry _____

Dean _____

Getz _____

Lang _____

Teglash _____

PENFIELD TOWN BOARD RESOLUTION NO. 26T-009 DATE January 7, 2026

BY Councilperson Getz

COMMITTEE: Law and Finance

NAME Banking Arrangements for the Town of Penfield for 2026

BE IT RESOLVED, that the various accounts and other banking arrangements as listed below be continued:

CHECKING ACCOUNTS

Town Justice Account (2)	M&T Bank
General Consolidated Account (including amounts for other funds)	M&T Bank
Trust and Agency Account	M&T Bank
Debt Service Fund & Capital Account	M&T Bank
Town Clerk Account	M&T Bank
Town Clerk Account #2	M&T Bank
Receiver of Taxes Account	M&T Bank
Receiver of Taxes Refund Account	M&T Bank
Town of Penfield Checking Account	Key Bank
Property Management & Bid Deposit	M&T Bank

SAVINGS ACCOUNTS

F.F. Hagreen Bequest	M&T Bank
Town of Penfield Money Market	M&T Bank
Town of Penfield Money Market	Key Bank
Town of Penfield Investment Fund	NYCLASS

Moved: _____

Seconded: _____

Vote:

Berry	_____
Dean	_____
Getz	_____
Lang	_____
Teglash	_____

PENFIELD TOWN BOARD RESOLUTION NO. 26T-010 DATE: January 7, 2026

BY Councilperson Getz

Committee: Law and Finance

NAME Bonding of Town Officials and Employees

BE IT RESOLVED, that the following be bonded as to form, amount and sufficiency as to the surety for the year 2026.

Supervisor	\$500,000
Receiver of Taxes	\$500,000
Town Comptroller	\$500,000
Town Clerk and Deputy Town Clerk	\$100,000
All other Town employees and officials	\$100,000
Blanket coverage per claim	\$400,000

AND, BE IT FURTHER RESOLVED, that the Supervisor is authorized and directed to ensure that this coverage is in force with the carrier currently engaged by the Town.

Moved: _____

Seconded: _____

Vote:

Berry _____

Dean _____

Getz _____

Lang _____

Teglash _____

PENFIELD TOWN BOARD RESOLUTION NO. 26T-011

DATE: January 7, 2026

BY: Councilperson Getz

COMMITTEE: Law and Finance

NAME: Authorization for Contract for Legal Services

WHEREAS, the Town desires to continue with the law firm of McConvile, Considine, Cooman & Morin, P.C. (the "Firm"), as Counsel to the Town and pay the Firm a retainer for the duties specified and to pay an additional hourly fee for representing the Town in actions and proceedings against various Town Boards, Officials and Employees; and

NOW, BE IT RESOLVED, that the Supervisor is authorized to sign a contract with McConvile, Considine, Cooman & Morin, P.C., for one year, ending December 31, 2026 under the following conditions:

1. To be covered by a retainer to be paid in equal monthly installments:
 - a. Attend Town Board, Planning Board and Zoning Board of Appeals meetings as needed and/or requested by the Chairperson/Supervisor;
 - b. Prepare/assist in preparation of resolutions of the Town Board, Planning Board, and Zoning Board of Appeals;
 - c. Assist in ordinance and local law preparation and review.
 - d. Render legal advice to the Supervisor, Town Board, Planning Board, Zoning Board of Appeals, Historical Preservation Board and Conservation Board, and other Town Staff as requested by the Supervisor; and
 - e. Assume all duties of the Town Attorney as set forth in the Code of the Town of Penfield.
2. Additional work may be assigned by the Town Board and/or the Town Attorney. Cases may include tax certiorari, civil service, labor, Article 78/Declaratory Judgment and all court action against Town Boards, officials, and employees.
3. Said fees provided during his term as Town Attorney and this contract shall be approved by the Supervisor.

Moved: _____

Seconded: _____

Vote:

Berry _____

Dean _____

Getz _____

Lang _____

Teglash _____

PENFIELD TOWN BOARD RESOLUTION NO. 26T-012

DATE: January 7, 2026

BY: Councilperson Getz

COMMITTEE: Law and Finance

NAME: Naming of a Labor Relations Consultants to the Town of Penfield

BE IT RESOLVED, Bolanos Lowe, PLLC and Harris Beach, PLLC, be named Labor Relations Consultants for the Town of Penfield, and

BE IT FURTHER RESOLVED, that the Supervisor is authorized to sign contracts with the following consultants for an agreed upon fee depending on the nature of services rendered, to be approved by the Town Attorney; and

Bolanos Lowe, PLLC
Attorneys at Law
19 S. Main Street
Pittsford, NY 14534

Harris Beach, PLLC
Attorneys at Law
99 Garnsey Road
Pittsford, NY 14534

BE IT FURTHER RESOLVED, that the Town Board reserves the option to assign specific Labor Relation Consulting to internal staff and to other qualified Labor Consultants in addition to Bolanos Lowe and Harris Beach, necessary to represent the Town. Such other qualified firms will be compensated for the business referred to them during 2026 at an agreed upon fee depending on the nature of the services performed.

Moved: _____

Seconded: _____

Vote:

Berry	_____
Dean	_____
Getz	_____
Lang	_____
Teglash	_____

PENFIELD TOWN BOARD RESOLUTION NO. 26T-013

DATE: January 7, 2026

BY: Councilperson Getz

COMMITTEE: Law and Finance

NAME: Authorization for the Supervisor to Execute Small Contracts

WHEREAS, the Town routinely enters into small contracts for various contractual services and,

WHEREAS, a significant number of such contracts are for amounts totaling less than \$10,000.00 and,

WHEREAS, the Town Board endeavors for efficient and timely processing of transactions for day-to-day operations,

BE IT RESOLVED, the Town Board hereby grants the Town Supervisor authorization to execute contracts up to \$10,000.00.

Moved: _____

Seconded: _____

Vote:

Berry _____

Dean _____

Getz _____

Lang _____

Teglash _____

PENFIELD TOWN BOARD RESOLUTION NO. 26T-014 DATE January 7, 2026

BY Councilperson Getz

COMMITTEE: Law and Finance

NAME Town of Penfield Policy Book Revisions

WHEREAS, The Town of Penfield periodically reviews and revises certain Town Policies; and

WHEREAS, the following Town Policy revisions set forth in the attached are adopted immediately:

Town of Penfield Credit Card Policy

Town of Penfield Purchasing Policy

Moved: _____

Seconded: _____

Vote:

Berry _____

Dean _____

Getz _____

Lang _____

Teglash _____

PENFIELD TOWN BOARD RESOLUTION NO. 26T-015 DATE: January 7, 2026

BY Councilperson Getz

COMMITTEE: Law & Finance

NAME Appointment to the Town Board

WHEREAS, Town Board member Kevin Berry was elected Supervisor, with a term commencing on January 1, 2026; and

WHEREAS, Mr. Berry resigned from the Town Board, effective December 31, 2025; and

WHEREAS, the Town Board wishes to fill the vacancy created by Mr. Berry's resignation; and

WHEREAS, the Town Board has identified an individual to fill that vacancy.

BE IT RESOLVED, that Catherine Dean, 138 Millford Crossing be appointed to the Penfield Town Board, for a term ending on December 31, 2027 at an annual salary as established by the Town Board.

Moved: _____

Seconded: _____

Vote:

Berry _____

Getz _____

Lang _____

Teglash _____

PENFIELD TOWN BOARD RESOLUTION NO.26T-016

DATE January 7, 2026

BY Councilperson Getz

Law & Finance Committee

NAME Appointment of Penfield Town Clerk, Amy M. Steklof, MMC/CMC as Marriage Officer

WHEREAS, Pursuant to Article 3, Section 11-c of the New York Domestic Relations Law, a Public Official may be appointed as a Marriage Officer by the governing body of any Village, Town or City; and

WHEREAS, Penfield Town Clerk, Amy M. Steklof, MMC/CMC has had requests to perform marriage ceremonies from residents and others who do not want a member of the clergy or the courts to solemnize a marriage; and

WHEREAS, the Town Board of the Town of Penfield would like to offer the greatest flexibility to our residents and their families; and

NOW, THEREFORE, BE IT

RESOLVED, that pursuant to the provisions of such Section 11-c of the Domestic Relations Law, Amy M. Steklof, MMC/CMC, Town Clerk is hereby appointed as a Marriage Officer for the Town of Penfield; and be it further

RESOLVED, that this appointment shall take effect on January 1, 2026, through December 31, 2026; and

BE IT FURTHER RESOLVED, that Town Clerk Steklof, MMC/CMC shall receive no additional salary from the Town of Penfield for said position; however, she may accept remuneration of \$75.00 per ceremony at which she officiates in accordance with Article 3, Section 11-c of the New York Domestic Relations Law provided the ceremony is not performed at any Town facilities during normal Town business hours, Monday -Friday, 8:30 AM – 4:30 PM

Moved: _____

Seconded: _____

Vote: Berry _____

Dean _____

Getz _____

Lang _____

Teglash _____

PENFIELD TOWN BOARD RESOLUTION NO. 26T - 017

DATE: January 7th, 2026

BY Councilperson Getz

COMMITTEE: Law and Finance

NAME Naming of GIS Support Services by MRB Group, to the Town of Penfield

BE IT RESOLVED, that MRB Group, 145 Culver Road, Suite 160, Rochester, NY 14620 be named GIS Support Services for the Town of Penfield and

BE IT FURTHER RESOLVED that the Supervisor is authorized to sign a contract with MRB Group, as outlined in its letter, on file with the Town Clerk, which includes a schedule of fees for various services provided by MRB Group, as GIS Support Services to the Town of Penfield for 2026, and

BE IT FURTHER RESOLVED that the Town Board reserves the option to assign specific projects to internal staff and to other qualified GIS firms in addition to MRB Group, as necessary to represent the Town. Such other qualified firms will be compensated for the business referred to them during 2026 at an agreed upon fee depending on the nature of the services performed.

Moved: _____

Seconded: _____

Vote: Berry _____

Dean _____

Getz _____

Lang _____

Teglash _____

PENFIELD TOWN BOARD RESOLUTION NO. 26T-018

DATE January 7, 2026

BY Councilperson Getz

COMMITTEE: Law & Finance

NAME Setting 2026 Salary for Chairs and Members of the Planning, Zoning, Energy and Environmental Conservation Committee and Historic Preservation Boards

BE IT RESOLVED, that the following annual salaries to be paid in twelve (12) equal monthly installments be in force for 2026:

Chair, Planning Board	\$4,313
Member, Planning Board	\$3,321
Chair, Zoning Board	\$3,730
Member, Zoning Board	\$2,737
Chair, Energy and Environmental Conservation Committee	\$2,476
Member, Energy and Environmental Conservation Committee	\$1,463
Chair, Historic Preservation Board	\$2,028
Member, Historic Preservation Board	\$1,033

Moved: _____

Seconded: _____

Vote:

Berry _____
Dean _____
Getz _____
Lang _____
Teglash _____

PENFIELD TOWN BOARD RESOLUTION NO. 26T-019 DATE: January 7, 2026

BY: Councilperson Getz

COMMITTEE: Law and Finance

NAME: Appointment of Interim Chair to the Planning Board

BE IT RESOLVED, that Robert Kanauer, be appointed Interim Chair of the Planning Board for the year 2026, at an annual salary as established by the Town Board.

Moved: _____

Seconded: _____

Vote:

Berry _____

Dean _____

Getz _____

Lang _____

Teglash _____

PENFIELD TOWN BOARD RESOLUTION NO. 26T-020 DATE: January 7, 2026

BY Councilperson Getz

COMMITTEE: Law & Finance

NAME Appointments to the Planning Board

BE IT RESOLVED, that Robert Kanauer be appointed to the Penfield Planning Board, for a three year term expiring December 31, 2028 at an annual salary as established by the Town Board.

Moved: _____

Seconded: _____

Vote:

Berry _____

Dean _____

Getz _____

Lang _____

Teglash _____

PENFIELD TOWN BOARD RESOLUTION NO. 26T-021

DATE: January 7, 2026

BY: Councilperson Getz

COMMITTEE: Law and Finance

NAME: Appointment of Chair - Zoning Board of Appeals

BE IT RESOLVED, that Daniel DeLaus be appointed Chair of the Zoning Board of Appeals, for the year 2026 at an annual salary as established by the Town Board.

Moved: _____

Seconded: _____

Vote:

Berry _____

Dean _____

Getz _____

Lang _____

Teglash _____

PENFIELD TOWN BOARD RESOLUTION NO. 26T-022

DATE: January 7, 2026

BY: Councilman Getz

COMMITTEE: Law and Finance

NAME: Appointment to Zoning Board of Appeals

BE IT RESOLVED, that Matt Piston and George Flansburg be appointed to the Zoning Board of Appeals for a three year term expiring December 31, 2028, at an annual salary as established by the Town Board.

Moved: _____

Seconded: _____

Vote:

Berry _____

Dean _____

Getz _____

Lang _____

Teglash _____

PENFIELD TOWN BOARD RESOLUTION NO. 26T-023 DATE: January 7, 2026

BY: Councilperson Getz

COMMITTEE: Law & Finance

NAME: Re-appoint Kevin Kane to The Board of Assessment Review

WHEREAS, Kevin Kane has expressed his interest in serving another 4 year term on The Board of Assessment Review, and

NOW, THEREFORE, BE IT RESOLVED, that The Town Board of the Town of Penfield re-appoints Kevin Kane to the Board of Assessment Review of the Town of Penfield for a term ending September 30, 2030.

Moved: _____

Seconded: _____

Vote: Berry _____

Dean _____

Getz _____

Lang _____

Teglash _____

PENFIELD TOWN BOARD RESOLUTION NO.26T-024 DATE January 7, 2026

BY: Councilperson Getz

COMMITTEE: Law and Finance

NAME Authorize the Town Supervisor to Sign Contractual Agreement with Braman Post 1220 of the American Legion

BE IT RESOLVED, that the Town Supervisor is hereby authorized to sign an Agreement with Braman Post 1229 of the American Legion, PO Box 4, Penfield, NY for 2026, and

BE IT FURTHER RESOLVED, that said Agreement shall be reviewed and acceptable to the Town Attorney.

Moved: _____

Seconded: _____

Vote:

Berry _____

Dean _____

Getz _____

Lang _____

Teglash _____

PENFIELD TOWN BOARD RESOLUTION NO. 26T-025

DATE: January 7, 2026

BY: Councilperson Getz

COMMITTEE: Law and Finance

NAME: Authorization for the Supervisor to Execute Change Orders

WHEREAS, the Town Board desires for projects to be completed in the most efficient and timely manner possible and,

WHEREAS, unforeseen issues may arise during the course of a project which require additional funding and Town pre-approval,

BE IT RESOLVED, the Town Board hereby grants the Town Supervisor the authority to execute change orders up to 10% of the Board awarded contract amount up to a maximum of \$10,000.

Moved: _____

Seconded: _____

Vote:

Berry _____

Dean _____

Getz _____

Lang _____

Teglash _____

PENFIELD TOWN BOARD RESOLUTION NO. 26T-026

DATE: January 7, 2026

BY: Councilperson Getz

COMMITTEE Law and Finance

NAME: Authorization to Sign Contracts with Court Stenographer

BE IT RESOLVED, that the Town Supervisor is hereby authorized to sign a contract with Forbes Court Reporting Services, LLC as Court Stenographer for Bench and Jury Trials effective January 1, 2026 to December 31, 2026, unless earlier terminated by either of the parties. Form of contract to be acceptable to Town Attorney. Funds are appropriated in the 2026 budget.

Moved: _____

Seconded: _____

Vote: Berry _____

Dean _____

Getz _____

Lang _____

Teglash _____

PENFIELD TOWN BOARD RESOLUTION NO. 26T- 027 DATE: January 7, 2026

BY: Councilperson Getz

COMMITTEE: Law and Finance

NAME: Designating Town Staff Authorized to Uphold Chapter 180 (Sewers)

WHEREAS, the Chapter 180 (Sewers) of the Penfield Town Code requires the Town Board to annually designate authorized Town staff to manage and supervise the day-to-day operations of the sewer districts; and

WHEREAS, various staff from the Department of Public Works, Engineering and Planning, and the Building and Zoning Department may be responsible for the duties outlined in this Chapter.

NOW, THEREFORE, BE IT RESOLVED, for 2026, the Town Board designates the following department titles to manage the duties outlined in Chapter 180 of the Penfield Town Code:

Department of Public Works

Director

Deputy Director

Sewer Foreman (and Foreman's Designee)

Building and Zoning

Director

Fire Marshal

Assistant Fire Marshal

Code Enforcement Official/Building Inspector

Engineering and Planning

Town Engineer

Assistant Town Engineer

Junior Engineer

Moved: _____

Seconded: _____

Vote:

Berry _____

Dean _____

Getz _____

Lang _____

Teglash _____

PENFIELD TOWN BOARD RESOLUTION NO. 26T-028 DATE: January 7, 2026

BY: Councilperson Getz

COMMITTEE: Law and Finance

NAME: Designating Town Staff Authorized to Uphold Chapter 198 (Stormwater)

WHEREAS, Chapter 198 (Stormwater) of the Penfield Town Code requires the Town Board to annually designate authorized Town staff to enforce stormwater regulations and requirements; and

WHEREAS, various staff from the Engineering and Planning Department, the Building and Zoning Department, and the Department of Public Works may be responsible for the inspections and duties outlined in this Chapter.

NOW, THEREFORE, BE IT RESOLVED, for 2026, the Town Board designates the following department titles to manage the duties outlined in Chapter 198 of the Penfield Town Code:

Engineering and Planning
Town Engineer
Assistant Town Engineer
Junior Engineer
Sustainability Engineer

Department of Public Works
Director
Deputy Director
Sewer Foreman (and Foreman's Designee)
Parks Foreman (and Foreman's Designee)

Building and Zoning
Director
Fire Marshal
Assistant Fire Marshal
Code Enforcement Official/Building
Inspector

Moved: _____

Seconded: _____

Vote:

Berry _____

Dean _____

Getz _____

Lang _____

Teglash _____

PENFIELD TOWN BOARD RESOLUTION NO.26T- 029

DATE: January 7th, 2026

BY: Councilperson Getz

COMMITTEE: Law & Finance

NAME Authorization for Town Supervisor to Sign a Professional Service Contract with BME Associates for Environmental Services

BE IT RESOLVED, that BME Associates, 10 Lift Bridge Lane East, Fairport, NY 14450, is named a consultant for environmental projects within the Town of Penfield, and

BE IT FURTHER RESOLVED, that the Supervisor is authorized to sign a contract with BME Associates, as outlined in a letter, filed with the Town Clerk. This letter includes a schedule of fees for various services provided by Barton and Loguidice, as Environmental Consultant to the Town of Penfield for 2026, and

BE IT FURTHER RESOLVED, that the Town Board reserves the option to assign specific projects to internal staff and to other qualified firms in addition to BME Associates as necessary to represent the Town. Such other qualified firms will be compensated for the business referred to them during 2026 at an agreed upon fee depending on the nature of the services performed.

Moved: _____

Seconded: _____

Vote: Berry _____

Dean _____

Getz _____

Lang _____

Teglash _____

PENFIELD TOWN BOARD RESOLUTION NO.26T-030

DATE: January 7th, 2026

BY: Councilperson Getz

COMMITTEE: Law & Finance

NAME Naming of Transportation Consultant Barton & Loguidice, D.P.C. to the Town of Penfield

BE IT RESOLVED, that Barton & Loguidice, D.P.C., 443 Electronic Parkway, Liverpool, NY 13088 be named a Transportation Consultant for the Town of Penfield; and

BE IT FURTHER RESOLVED, that the Supervisor is authorized to sign a contract with Barton & Loguidice, D.P.C., as outlined in a letter, filed with the Town Clerk. This letter includes a schedule of fees for various services provided by Barton and Loguidice, as Transportation Consultant to the Town of Penfield for 2026, and

BE IT FURTHER RESOLVED, that the Town Board reserves the option to assign specific projects to internal staff and to other qualified firms in addition to Barton & Loguidice, D.P.C., as necessary to represent the Town. Such other qualified firms will be compensated for the business referred to them during 2026 at an agreed upon fee depending on the nature of the services performed.

Moved: _____

Seconded: _____

Vote: Berry _____

Dean _____

Getz _____

Lang _____

Teglash _____

PENFIELD TOWN BOARD RESOLUTION NO 26T - 031 DATE January 7th, 2026

BY Councilperson Getz

COMMITTEE: Law & Finance

NAME Passero Associates as a Consultant for Traffic Analysis Projects

BE IT RESOLVED, that Passero Associates, 242 West Main Street, Suite 100, Rochester NY 14614 be named a Traffic Consultant for the Town of Penfield; and

BE IT FURTHER RESOLVED that the Supervisor is authorized to sign a contract with Passero Associates, as outlined in its letter, on file with the Town Clerk, which includes a schedule of fees for various services provided by Passero Associates, as Traffic Consultant to the Town of Penfield for 2026, and

BE IT FURTHER RESOLVED, that the Town Board reserves the option to assign specific projects to internal staff and to other qualified Transportation firms in addition to Passero Associates, as necessary to represent the Town. Such other qualified firms will be compensated for the business referred to them during 2026 at an agreed upon fee depending on the nature of the services performed.

Moved: _____

Seconded: _____

Vote: Berry _____

Dean _____

Getz _____

Lang _____

Teglash _____

PENFIELD TOWN BOARD RESOLUTION NO. 26T-032

DATE January 7th, 2026

BY Councilperson Getz

COMMITTEE: Law & Finance

NAME Naming of a Survey Consultant to the Town of Penfield

BE IT RESOLVED, that BME Associates, 10 Lift Bridge Lane East, Fairport NY 14450 be named a Survey Consultant for the Town of Penfield; and

BE IT FURTHER RESOLVED, that the Supervisor is authorized to sign a contract with BME Associates, as outlined in its letter, on file with the Town Clerk, which includes a schedule of fees for various services provided by BME Associates, as a Surveying Consultant to the Town of Penfield for 2026,

BE IT FURTHER RESOLVED, that the Town Board reserves the option to assign specific projects to internal staff and to other qualified surveying firms in addition to BME Associates, as necessary to represent the Town. Such other qualified firms will be compensated for the business referred to them during 2026 at an agreed upon fee depending on the nature of the services performed.

Moved: _____

Seconded: _____

Vote: Berry _____

Dean _____

Getz _____

Lang _____

Teglash _____

NEW BUSINESS

PENFIELD TOWN BOARD RESOLUTION NO. 26T-033 DATE: 01/7/2026

BY: Councilperson Getz COMMITTEE: Law and Finance

NAME: Authorization of 2025 Budget Amendments and Additional Appropriations for from the Highway Fund Balance.

WHEREAS, the Town Board desires to have a 2025 budget that ensures the continued provision of services for Penfield residents; and

WHEREAS, additional appropriations and budget adjustments have been identified as necessary to satisfy the needs of the Town;

NOW BE IT RESOLVED that the following 2025 budget amendments and additional budget appropriations be approved:

GL ACCOUNT	DESCRIPTION	CURRENT BUDGET	PROPOSED	VAR.
DAO-5110-0004-4101	FUEL, OIL, GREASE	\$ 110,000.00	\$ 155,000.00	\$ 45,000.00
DAO-5110-0004-4050	PAVEMENT MARKINGS	\$ 4,800.00	\$ 35,000.00	\$ 30,200.00
DAO-5130-0004-4014	IN HOUSE VEHICLE REPAIRS	\$ 110,000.00	\$ 130,000.00	\$ 20,000.00
DAO-9040-0008-8000	WORKERS COMPENSATION	\$ 134,207.00	\$ 140,000.00	\$ 5,793.00
TOTAL				\$ 100,993.00

Moved: _____

Seconded: _____

Vote:

Berry _____

Dean _____

Getz _____

Lang _____

Teglash _____

BY: Councilperson Getz COMMITTEE: Law and FinanceNAME: **Authorization of 2025 Budget Amendments and Additional Appropriations for from the General Fund Balance.**

WHEREAS, the Town Board desires to have a 2025 budget that ensures the continued provision of services for Penfield residents; and

WHEREAS, additional appropriations and budget adjustments have been identified as necessary to satisfy the needs of the Town;

NOW BE IT RESOLVED that the following 2025 budget amendments and additional budget appropriations be approved:

GL ACCOUNT	DESCRIPTION	CURRENT BUDGET	PROPOSED	VAR.	
A00-1110-0002-2200	OFFICE EQUIPMENT	\$ -	\$ 7,100.00	\$ 7,100.00	JCAP grant offsets expense
A00-1310-0004-4083	AUDITOR-YEAR END STATEMENTS	\$ 20,000.00	\$ 26,500.00	\$ 6,500.00	Single audit required due to amount of ARPA funds spent in 2024 exceeding \$750,000.00
A00-1355-0004-4089	MISCELLANEOUS EXPENSES	\$ 10,000.00	\$ 15,000.00	\$ 5,000.00	Certiorari matters
A00-3510-0004-4086	ANIMAL BOARD & DISPOSAL	\$ 2,175.00	\$ 2,700.00	\$ 525.00	
A00-1680-0002-2200	EQUIPMENT - COMPUTER	\$ 25,000.00	\$ 56,000.00	\$ 31,000.00	Replace PCs that do not support Windows 11
A00-3620-0004-4013	MAINTENANCE OF ABANDONED PROPERTY	\$ 1,500.00	\$ 5,000.00	\$ 3,500.00	Mowing of vacant property
A00-7020-0004-4001	CREDIT CARD PROCESSING FEES	\$ 28,000.00	\$ 58,000.00	\$ 30,000.00	Recreation revenue exceeded budget
A00-7140-0004-4026	EXCURSIONS	\$ 20,000.00	\$ 35,000.00	\$ 15,000.00	Recreation revenue exceeded budget
A00-7620-0004-4031	SPORTS	\$ 14,000.00	\$ 26,000.00	\$ 12,000.00	Recreation revenue exceeded budget
A00-7110-0003-3002	PARK IMPROVEMENTS & PLAYGROUND F	\$ 196,000.00	\$ 205,000.00	\$ 9,000.00	For damages to Shadow Pines. Offset by insurance recovery - Dolomite.
A00-7110-0003-3013	SHADOW PINES PARK IMPROVEMENTS	\$ -	\$ 10,000.00	\$ 10,000.00	Final invoice
A00-7551-0004-4007	WELLNESS MERCHANDISE	\$ 1,000.00	\$ 15,000.00	\$ 14,000.00	Wegmans Grant offsets expense
A00-7550-0004-4032	FOURTH OF JULY PARADE	\$ 6,500.00	\$ 7,000.00	\$ 500.00	
A00-7550-0004-4034	FACILITIES	\$ 1,500.00	\$ 3,600.00	\$ 2,100.00	
A00-7550-0004-4038	CUSTODIAL/SECURITY	\$ -	\$ 4,225.00	\$ 4,225.00	Additional security for July 4 Fireworks event
A00-8160-0004-4005	HIGHWAY DUMPSTER	\$ 13,000.00	\$ 35,000.00	\$ 22,000.00	
A00-9060-0008-8002	HOSPITAL-DENTAL INSUR.	\$ 33,575.00	\$ 45,000.00	\$ 11,425.00	Budget estimated
TOTAL				\$ 176,775.00	

Moved: _____

Seconded: _____

Vote:

Berry _____

Dean _____

Getz _____

Lang _____

Teglash _____

PENFIELD TOWN BOARD RESOLUTION NO. 26T-035 DATE: January 7, 2026

BY: Councilperson Getz

COMMITTEE: Law and Finance

NAME: Gift and Gift Card Policy

BE IT RESOLVED, that the following new policy is to be enacted and added to the Policy Book:

Town of Penfield Gift / Gift Card Policy

AND, BE IT FURTHER RESOLVED, that the policy established by the Town Board Resolution #26T-035 of January 2026 with the adoption of this resolution applies and all persons affected should have a copy of that Policy so they may be familiar with it to ensure compliance.

Moved: _____

Seconded: _____

Vote:

Berry _____

Dean _____

Getz _____

Lang _____

Teglash _____

PENFIELD TOWN BOARD RESOLUTION NO. 26T-036

DATE: January 7, 2026

BY: Councilperson Lang

COMMITTEE: Public Works

NAME: Authorization for Supervisor to Sign a Contract for Beaver Trapping Services with Donald C. Newcomb

WHEREAS, from time to time, positive drainage is affected by Dams built by Beavers that cause flooding and property damage; and

WHEREAS, the Town of Penfield desires to eliminate flooding and property damage by removal of said Dams and Beavers from drainage ways; and

WHEREAS, Donald C. Newcomb is licensed by the NYS DEC to handle Nuisance Wildlife; and

NOW, THEREFORE BE IT RESOLVED, that the Town Supervisor, be and hereby is authorized to sign a one-year contract, beginning January 1, 2026 through December 31, 2026, with Donald C. Newcomb to trap and remove Beavers as directed by the Director of Public Works. The contract shall be in a form and substance acceptable to the Town Attorney; and

NOW, THEREFORE BE IT FURTHER RESOLVED, that Donald C. Newcomb will be responsible to obtain any permits required from the NYS DEC for the trapping and removal of said Beavers and supply a copy of his NWCO license and copy of any required permits to the Town of Penfield with an invoice for services rendered.

Moved: _____

Seconded: _____

Vote:

Berry _____

Dean _____

Getz _____

Lang _____

Teglash _____

PENFIELD TOWN BOARD RESOLUTION NO. 26T-037 DATE: January 7, 2026

BY: Councilperson Lang

COMMITTEE: Public Works

NAME: Appointment of Chair to Historic Preservation Board

BE IT RESOLVED, that Thomas J. Combs, be appointed Chair of the Historic Preservation Board for the year 2026 at an annual salary as established by the Town Board.

Moved: _____

Seconded: _____

Vote:

Berry _____

Dean _____

Getz _____

Lang _____

Teglash _____

PENFIELD TOWN BOARD RESOLUTION NO. 26T-038

DATE: January 7, 2026

BY: Councilperson Lang

COMMITTEE: Public Works

NAME: Appointments to Watershed Management Committee

WHEREAS, the Town of Penfield has established a Watershed Management Committee to identify maintenance needs and erosion issues for its network of open watercourses, and

NOW, THEREFORE, BE IT RESOLVED, that the following persons be appointed to this committee for a term expiring December 31, 2026:

Mark Valentine, Chair	Town of Penfield Engineer
Linda Teglash	Town Board Liaison
Bob Mohr	Town of Penfield DPW
Mike O'Connor	Town of Penfield Engineering Dept.
Aimee Owens	Town of Penfield Engineering Dept.
Patrick Urckfitz	Town of Penfield DPW
Edward Freeman	
Michael Guyon	
Mike Simon	
Al Broccolo	
Donna Spinella	

Moved: _____

Seconded: _____

Vote:

Berry _____

Dean _____

Getz _____

Lang _____

Teglash _____

PENFIELD TOWN BOARD RESOLUTION NO. 26T-039

DATE January 7, 2026

BY Councilperson Dean

COMMITTEE: Public Safety

NAME Court Enforcement Officer Appointments

WHEREAS, Town Board Resolution #148 of February 5, 1999 established the position of Town of Penfield Court Enforcement Officer (Process Server),

NOW, BE IT RESOLVED, that Sandy Macaluso, PO Box 67164, Rochester, NY 14617 be appointed Town of Penfield Court Enforcement Officers for a term to expire December 31, 2026 at no salary and that duties and fees will be approved by the Town Board and Town Administrative Judge.

Moved: _____

Seconded: _____

Vote:

Berry _____

Dean _____

Getz _____

Lang _____

Teglash _____

PENFIELD TOWN BOARD RESOLUTION NO. 26T-040

DATE: January 7, 2026

BY: Councilperson Dean

COMMITTEE: Public Safety

NAME: Authorization of Temporary Assignment of Judges

BE IT RESOLVED, that the Town Board consents to the temporary assignment of Town of Penfield Justices to preside in other city/town/village and family courts in the Seventh Judicial District as need arises during the year 2026, and

BE IT FURTHER RESOLVED, that the Town Board approves the temporary assignment of Judges from other city/town/village and family courts in the Seventh Judicial District to the Penfield Justice Court as the need may arise during the year 2026.

Moved: _____

Seconded: _____

Vote:

Berry	_____
Dean	_____
Getz	_____
Lang	_____
Teglash	_____

BY: Councilperson DeanCOMMITTEE: Public SafetyNAME: Appointments to the Transportation Committee

BE IT HEREBY RESOLVED, that the following be appointed to the Penfield Transportation Committee for a term to expire December 31, 2026:

Laurie Enos
Tim Freiler
Mary Sweeney
Jason Ebbs
Dan McCusker

Captain Matt Kreuzer
Lieutenant Christopher Beh
Monroe County Sheriff's Dept.

Aimee Owens
Sarah Waterman
Mark Valentine
Town of Penfield Engineering Department

Bob Mohr
Town of Penfield Department of Public Works

Kevin Berry, Chairman
Town of Penfield

Moved: _____

Seconded: _____

Vote:

Berry _____

Dean _____

Getz _____

Lang _____

Teglash _____

PENFIELD TOWN BOARD RESOLUTION NO. 26T-042

DATE January 7, 2026

BY: Councilperson Dean

COMMITTEE: Public Safety

NAME: Appointments to the Energy & Environmental Conservation Committee (EECC)

BE IT HEREBY RESOLVED, that the following be appointed to the Energy & Environmental Conservation Committee for a term to expire December 31, 2026:

Chairperson: Cynette Cavaliere

Members: Arianna Cheremeteff
Stephen Daly
Roy Green
Katie Rygg
Pat Schichler

Town Board Liaisons: Jon Getz

Town of Penfield Staff:

Mark Valentine, Town Engineer
Matt Prinzing, Planning Dept.
Sarah Waterman, Engineering Dept.

Moved: _____

Seconded: _____

Vote:

Berry _____

Dean _____

Getz _____

Lang _____

Teglash _____

PENFIELD TOWN BOARD RESOLUTION NO. 26T-043 DATE: January 7, 2026

BY: Councilperson Dean

COMMITTEE: Public Safety

NAME: Authorization for Supervisor to Sign a Contract for Security Services with Intercept Security Inc

BE IT RESOLVED, that the Town Board of the Town of Penfield hereby authorizes the Supervisor to sign a contract for Security Services with Intercept Security Inc, 1900 Empire Blvd #250, Webster, NY 14580, through December 31, 2026, to provide personnel security services to the Town. Said services are necessary to support public safety within and around the Town Justice Courts. The contract shall be in a form and substance acceptable to the Town Attorney.

Moved: _____

Seconded: _____

Vote: Berry _____

Dean _____

Getz _____

Lang _____

Teglash _____

PENFIELD TOWN BOARD RESOLUTION NO. 26T-044 DATE: January 7, 2026

BY: Councilperson Teglash

COMMITTEE: Community Services

NAME: Appointments to the Library Board

BE IT HEREBY RESOLVED, that following be appointed to the Penfield Public Library Board of Trustees for the term as listed below:

	<u>Term</u>
Mary Sue Bennett	2026-2030
Marianne Kupin-Lisbin	2026-2026
Jennifer McCorry	2026-2030

Moved: _____

Seconded: _____

Vote:

Berry _____

Dean _____

Getz _____

Lang _____

Teglash _____

PENFIELD TOWN BOARD RESOLUTION NO. 26T-045 DATE: January 7, 2026

BY: Councilperson Teglash

COMMITTEE: Community Services

NAME: Authorization for Supervisor to Sign Contract for Dayton's Corners School Coordinator

BE IT RESOLVED that the Town Supervisor be authorized to sign a contract with Barbara Quinn as Coordinator of the Dayton's Corners School from January 1, 2026 through December 31, 2026 for a fee of \$4,100.00. Vouchers to be submitted monthly.

Moved: _____

Seconded: _____

Vote:

Berry _____

Dean _____

Getz _____

Lang _____

Teglash _____

PENFIELD TOWN BOARD RESOLUTION NO. 26T-046

DATE: January 7, 2026

BY: Councilperson Teglash

COMMITTEE: Community Services

NAME: Appointment of Local History Room Advisory Committee

BE IT RESOLVED, that the following be appointed to the Local History Room Advisory Committee for a one (1) year term expiring December 31, 2026:

Jan Braman

Linda Kohl

Lynne Marus

Mindy MacLaren

Diane Dayton Riley

Moved: _____

Seconded: _____

Vote:

Berry _____

Dean _____

Getz _____

Lang _____

Teglash _____

PENFIELD TOWN BOARD RESOLUTION NO. 26T-047

DATE: January 7, 2026

BY: Councilperson Teglash

COMMITTEE: Community Services

NAME: Appointments to the Parks and Recreation Advisory Board and Trails Committee

BE IT RESOLVED, the following be appointed to the Parks and Recreation Advisory Board for a term ending December 31, 2026.

Chairman: William Lutomski

Vice-Chairman Don Hoyler

Members: Michael Allen
Ben Evenhouse
Julie Henrichs
Steve Van Hall

Town Staff Liaison Andrew Urckfitz
Tim Masterton

Town Board Liaison Linda Teglash

Trails Committee
Liaison Bob Ansaldi

WHEREAS, the Trails Committee is a sub-committee of the Parks and Recreation Advisory Board and will report as such,

BE IT RESOLVED, the following be appointed to the Trails Committee for a term ending December 31, 2026.

Chairman: Don Hoyler

Members: Bob Ansaldi
Peggy Ansaldi
Ed Day
Claire Goverts
Eleanor Hartquist
Liz Hoyler
Andrea Powell
Aileen Reis
Dawn Schafer
David Smith
Denny Tripp
Richard Vaughn

Town of Penfield Staff: Joel Freeman

Town Board Liaison Linda Teglash

Moved: _____

Seconded: _____

Vote:

Berry _____

Dean _____

Getz _____

Lang _____

Teglash _____

Barton & Loguidice
Billing Rates for Calendar Year 2026

Travel by passenger vehicle	IRS standard mileage rate (exclusive of operator time)
Overnight travel & subsistence	At cost
Telephone, postage, delivery, etc.	At cost
In-house printing	Unit rate schedule for printed material
Field equipment & expendables	Unit rate schedule
Unmanned Aircraft Systems (UAS) equipment	\$300/day (exclusive of operator time)
Outside services including lab services & printing	Cost plus 15%

Individual staff at the following hourly rates:

Promotional Title	Billing Rate
Principal	320.00
Senior Vice President	320.00
Vice President	282.00
Senior Associate	252.00
Associate	237.00
Senior Managing Engineer	227.00
Senior Managing Hydrogeologist	225.00
Senior Managing Industrial Hygienist	215.00
Senior Managing Landscape Architect	200.00
Chief Asset Management Specialist	260.00
Chief Engineer	227.00
Senior Project Manager	227.00
Senior Construction Manager	200.00
Managing Architect	180.00
Managing Asset Management Specialist	225.00
Managing Community Planner	162.00
Managing Engineer	200.00
Managing Environmental Scientist	160.00
Managing Hydrogeologist	200.00
Managing Industrial Hygienist	162.00
Managing Landscape Architect	177.00
Consultant	216.00
Lead Architect	180.00
Lead Asset Management Specialist	245.00
Lead Engineer	200.00
Lead Environmental Scientist	195.00
Lead Hydrogeologist	200.00
Lead Landscape Architect	165.00
Project Manager	190.00
Senior Land Surveyor	150.00
Construction Manager	180.00
Senior Staff Sustainability Specialist	150.00
Senior Project Community Planner	140.00
Senior Project Engineer	180.00
Senior Project Environmental Scientist	152.00
Senior Project Hydrogeologist	135.00
Senior Project Landscape Architect	152.00

Barton & Loguidice
Billing Rates for Calendar Year 2026

Travel by passenger vehicle	IRS standard mileage rate (exclusive of operator time)
Overnight travel & subsistence	At cost
Telephone, postage, delivery, etc.	At cost
In-house printing	Unit rate schedule for printed material
Field equipment & expendables	Unit rate schedule
Unmanned Aircraft Systems (UAS) equipment	\$300/day (exclusive of operator time)
Outside services including lab services & printing	Cost plus 15%

Individual staff at the following hourly rates:

Promotional Title	Billing Rate
Construction Management Technician II	151.00
Senior Staff Engineer	180.00
Senior Staff Environmental Scientist	152.00
Senior Staff Hydrogeologist	135.00
Land Surveyor	137.00
Construction Management Technician I	120.00
Senior Staff Water Quality Scientist	150.00
Project Architect	165.00
Project Community Planner	132.00
Project Engineer	163.00
Project Environmental Scientist	120.00
Staff Architectural Designer	150.00
Staff Asset Management Specialist	215.00
Staff Engineer	163.00
Staff Environmental Scientist	128.00
Staff Field Scientist	135.00
Staff Hydrogeologist	130.00
Staff Industrial Hygienist	135.00
Staff Landscape Architect	150.00
Crew Chief	135.00
Asset Management Specialist II	160.00
Assistant Landscape Architect II	135.00
Community Planner II	116.00
Engineer II	150.00
Environmental Scientist II	115.00
Hydrogeologist II	116.00
Industrial Hygienist II	111.00
Assistant Landscape Architect I	133.00
Engineer I	135.00
Environmental Scientist I	105.00
Field Scientist I	95.00
Industrial Hygienist I	110.00
Architectural Designer II	135.00
Engineering Designer II	168.00
Architectural Designer I	123.00
Engineering Designer I	137.00
Senior Engineering Technician	150.00

Barton & Loguidice
Billing Rates for Calendar Year 2026

Travel by passenger vehicle	IRS standard mileage rate (exclusive of operator time)
Overnight travel & subsistence	At cost
Telephone, postage, delivery, etc.	At cost
In-house printing	Unit rate schedule for printed material
Field equipment & expendables	Unit rate schedule
Unmanned Aircraft Systems (UAS) equipment	\$300/day (exclusive of operator time)
Outside services including lab services & printing	Cost plus 15%

Individual staff at the following hourly rates:

Promotional Title	Billing Rate
Engineering Technician	124.00
Environmental Technician	102.00
Resident Engineer	152.00
Inspector	128.00
Construction Monitor	126.00
Instrument Operator	91.00
Director of Risk Management	164.00
Senior Project Accountant	105.00
Project Accountant	90.00
Senior Marketing Specialist	105.00
Senior Communications Specialist	123.00
UAS Operator	123.00
Marketing Specialist	90.00
Communications Specialist	123.00
Receptionist	90.00
Engineering Aide	124.00
Office Administrator	90.00
Senior Group Technical Assistant	105.00
Project Administrator	105.00
Group Technical Assistant	90.00
Intern - Technical	92.00

Penfield Town Court

TOWN JUSTICE
PAULA C. METZLER
CHIEF COURT CLERK
ELYSE K. VOIGT
EVOIGT@NYCOURTS.GOV
585-340-8723

PENFIELD COMMUNITY CENTER
1985 BAIRD ROAD
PENFIELD, NEW YORK 14526
HOURS: 8:00 AM-4:00 PM
FAX: 585-586-0491

TOWN JUSTICE
JAMES P. MULLEY, JR.
COURT CLERK
JASMINE CAYENNE-HOOD
JCAYENNE@NYCOURTS.GOV
585-340-8624

Agreement made this 1st day of January, 2026 between the Town of Penfield, hereinafter called the "Town", 3100 Atlantic Avenue, Penfield, N.Y, 14526 and Forbes Court Reporting Services, LLC, hereinafter called the "Independent Contractor".

1. The Town hereby contracts with the Independent Contractor as Court Stenographer for Jury Trials at a 2-hour minimum rate of \$200.00 for the first 2 hours and an additional rate of \$85.00 per hour thereafter and \$120 per hour after 5pm. Judge transcription copies are \$4 per page. Hours are flexible as agreed by Independent Contractor and Town Justices. Payments are to be made upon presentation of proper vouchers.
2. Independent Contractor shall provide the Town with a time sheet indicating the actual hours worked, including date and time. Time sheets must be approved by a Penfield Town Justice. All out of County Reporters get mileage.
3. The Town will not provide any fringe benefits or overhead expenses for the Independent Contractor.
4. The term of this agreement shall be from the date hereof to December 31, 2026.

In witness whereof, the parties have signed this agreement on the day and year first written above.

Kelly Forbes, Operations Manager
Forbes Court Reporting Services, LLC
ID# 81-5450359

Town Supervisor
Kevin Berry

Paula Metzler
Penfield Town Justice

James P. Mulley Jr.
Penfield Town Justice



December 2, 2025

Ms. Elyse Voigt
Chief Court Clerk
Town of Penfield Court
3100 Atlantic Ave.
Penfield, New York 14526

RE: 2026 Security Services Agreement – Guard Services

Dear Ms. Voigt,

We appreciate your continued business and excellent working relationship.

Please note that there is no increase for 2026. We would also note that had an error in our system and were only charging \$38.50 for 2025, up to 12.1.2025, a \$1.00 less than the agreed amount of \$39.50.

Intercept Security Inc. is an A+ rated, BBB-accredited business, proudly serving the greater Rochester area for over 30 years. Our mission is to deliver exceptional security services that consistently exceed client expectations.

Attached is the 2026 security agreement for your review. After your review, please sign both pages and return.

If you have any questions, please contact me at (585) 721-4774

Best regards,

Steven Scott

Steven Scott, CPP, ACE

585.721.4774 Mobile

Security@InterceptSecurityInc.com

PO Box 1200 • WEBSTER • NEW YORK • 14580



wwwInterceptSecurityInc.com



Security@InterceptSecurityInc.com



(585) 872-0086



This business is licensed by the New York Department of State, Division of Licensing Services # 11000013739



CONFIDENTIAL

SECURITY SERVICES AGREEMENT (Page 1 of 2)

This agreement is effective on **1/1/2026** by and between INTERCEPT SECURITY INC., hereinafter called "Intercept", and **Town of Penfield Court, Penfield, NY** hereinafter called the "Client".

1. Services: Intercept will provide **unarmed** security guard services as indicated below (herein referred to as the "Security Services"). Intercept's security officers will monitor the Client's premises, structures and equipment, acting as a visual deterrent to criminal activity. The Security Services are designed to assist the Client in deterring criminal conduct such as arson, theft and vandalism at the premises. Security Services will be provided at designated location(s) **Town of Penfield Court, 1985 Baird Road, Penfield, NY 14526** (herein referred to as the "Premises").

2. Uniform: The security uniform is a royal blue polo shirt marked with security on the front left breast, black slacks, shoes and black jacket.

3. Term: 1/1/2026-12/31/2026; Security Services will be provided by **2 unarmed guard(s) based on requests of the Court between the hours of 8am-5pm (Monday-Friday)**. The parties may extend this term upon mutual agreement. Either party can terminate this agreement without cause at any time by giving the other party at least 30 days' prior written notice.

4. Rates/Fees: Based upon coverage as indicated above, the hourly rate for Security Services is **\$39.50**. (Town of Penfield Court is Tax Exempt from NYS Sales Tax).

Note: Intercept requires a 4-hour minimum, per officer & per shift of coverage. NYS Sales Tax is in addition to the hourly rate, unless a NYS tax exemption certificate is provided.

1. The following shifts of coverage would be provided at time and one half the regular rate, per hour of coverage, per Officer.
 - Coverage after 5pm on weekdays and 24 hours on weekends.
 - All court appearances in which the security officer(s) was acting on the part of the Client, minimum 4 hours.
 - CALL IN of additional coverage for the first 24 hours with less than 48 hours advance notice.
 - Shifts of coverage on any recognized federal holiday. Note: The rate for shifts of coverage that fall on *Thanksgiving, Christmas, and New Years*, will be billed at double the regular rate, per hour of coverage, per Officer. In addition, Christmas eve and New Years eve between 4pm-12midnight.
2. Intercept will submit an invoice weekly and payment is due **NET20**, unless otherwise agreed. The Client agrees to pay Intercept in U.S. funds. A \$50.00 surcharge will apply for each returned check. The Client agrees to pay Intercept .05% daily interest for invoices past due in excess of 15 days from the date of invoice. Invoices past due more than 30 days will also incur a \$25.00 weekly service charge in addition to daily interest. Intercept reserves the right to immediately suspend or cancel security services for non-payment or past due invoices.
3. The client agrees to pay Intercept a minimum of 2 hours, per officer scheduled, at the regular rate, for coverage cancelled by the client within 24 hours of the scheduled shift. A minimum of 4 hours per officer will apply for events that are cancelled within 12 hours of the scheduled start of shift.

5. INSURANCE: Intercept shall at all times during the Agreement period maintain a Company General Liability, Worker's Compensation and Disability Policies on all employees. Intercept will maintain these policies at their sole expense.

Approved by:

Signature _____

Date: _____



CONFIDENTIAL

SECURITY SERVICES AGREEMENT (Page 2 of 2)

6. SECURITY PERSONNEL: The Security Services to be provided hereunder will be provided by the personnel who are employees of Intercept, with Intercept acting as an independent contractor hereunder. Intercept will exercise complete control over the conduct of such personnel and will pay all wages, applicable Federal, Social Security Taxes, employment taxes and all other similar taxes. The Client agrees it will not during the term of this Agreement and for twelve months following its termination accept any application for employment from nor employ any employees of Intercept who at any time during the preceding twelve months rendered Security Services at any Premises of the Client without obtaining the prior written consent of Intercept and/or making payment to Intercept of seven thousand - five hundred dollars for each such person so employed. Employee's will be given the state required breaks and meal periods.

7. LIMIT OF LIABILITY: It is understood by the Client that the Security Services provided hereunder shall be competently performed by Intercept's security officers in accordance with Intercept's policies and procedures, but this Agreement shall not be construed by the Client as providing any blanket guarantee or warranty on the part of Intercept against the commission of theft, vandalism or other criminal acts or conduct by others on the premises while Intercept security personnel are on duty at the premises, so long as the security officers follow mutually agreed upon security procedures and act reasonably under the circumstances in carrying out those mutually agreed upon security procedures during the hours agreed upon. Intercept is not an insurer, and the amounts payable to Intercept under this Agreement are based solely upon the value of the Security Services rendered and are unrelated to the value of the Client's property or the lives or property of others. Any offset by the Client from accounts payable to Intercept, without Intercept's prior agreement, is prohibited. The Client agrees to indemnify Intercept and hold Intercept harmless for any loss, damage or liability (including reasonable attorney's fees) resulting to the Client or any third party on the premises. Intercept's Liability, if any, shall be limited to the insurance policy coverage limits of the policies referenced in paragraph 5. Additional insured certificate requests will incur a minimum fee of \$250.00.

8. DEFAULT: In the event of the default of the Client in the payment of any amount due and payable to Intercept hereunder, or in performing or observing any other agreement or condition of this Agreement to be performed or observed by Client, and if such default shall not have been cured by the Client within ten (10) days after written notice thereof from Intercept to the Client, Intercept may employ an attorney to enforce any provision of this Agreement, including the collection of any amount due and payable to Intercept, and the Client agrees to pay Intercept for all expenses incurred by Intercept in connection with such enforcement of this Agreement. The rights of Intercept to all amounts due and payable to it, including reasonable attorney fees and disbursements associated with any enforcement action, shall survive the termination of the Agreement by Intercept or Client as provided above. The rights and remedies to which Intercept may be entitled, either by law or by this Agreement, are cumulative and the exercise of any one of them shall not impair Intercept's right to exercise any other of them. The Client agrees to be responsible for all related costs, including court costs, attorney fees and disbursements, if the amounts due to Intercept under this Agreement are not paid as agreed, and are submitted for collection, resulting in the filing of legal action or implementation of other legal means of collection by Intercept.

9. BANKRUPTCY: If voluntary bankruptcy proceedings are instituted by the Client or if such proceedings are instituted by anyone else to adjudge the Client a bankrupt, or if the Client makes an assignment for the benefit of creditors, or if the interest of the Client in this Agreement passes by operation of law or otherwise to any person other than the Client, this Agreement may, at the option of Intercept, be terminated immediately by written notice to the Client.

10. NOTICE: Any notice required or permitted hereunder shall be in writing and shall be delivered in person, email or sent by certified or registered mail, postage prepaid, addressed to the party to receive same at the address of such party shown below or such other address as such party may hereafter designate to the other in writing.

11. LIMITATION UPON ASSIGNMENT: The Client shall not have any right to assign this Agreement or any of its rights thereunder, or to allow same to be assigned by operation of law or otherwise without prior written consent of Intercept.

12. APPLICABLE LAW: This Agreement shall be construed in accordance with the laws of the State of New York. Any disputes hereunder shall be adjudicated in the courts of the State of New York located in the County of Monroe.

13. AMENDMENT OR MODIFICATION: Any amendment or modification to this Agreement must be in writing and signed by an authorized signatory of both parties to be valid and enforceable.

14. ENTIRE AGREEMENT: This Agreement represents the entire Agreement of the parties hereto pertaining to the subject matter of this Agreement, and supersedes any and all prior oral discussions and/or written correspondence or agreements between the parties with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date below.

EXECUTED: **Client Representative: (Print Name):** _____

Approved by: **Signature** _____ **Date:** _____

PO Box 1200 • WEBSTER • NEW YORK • 14580

wwwInterceptSecurityInc.com • Security@InterceptSecurityInc.com • (585) 872-0086

Contractual Service Agreement

Agreement, made this January 1, 2026 between the Town of Penfield, hereinafter called the “First Party” with principal place of business at 3100 Atlantic Avenue, in the Town of Penfield, New York and Barbara Quinn, 68 Harwood Circle, Rochester, NY 14625, hereinafter called the “Independent Contractor”.

1. The First Party hereby contracts with the Independent Contractor as the Dayton Corners School Coordinator” for the Town of Penfield and will carry out assignments as given by the Dayton Corners Executive Committee.
2. The Independent Contractor shall provide the Town of Penfield services as assigned from January 1, 2026 through December 31, 2026 for a fee of \$4,100.00.
3. For services rendered by the Independent Contractor as specified in this contract, the First Party shall make payment to the Independent Contractor on a monthly basis upon receipt and acceptance of a properly executed voucher.
4. The First Party will not provide any reimbursement of expenses incurred by the Independent Contractor.
5. The parties agree and acknowledge that the Independent Contractor is an independent contractor and not an employee of the Town of Penfield. There shall be no benefits of any kind, which shall accrue to the First Party, other than those specifically set forth in this Agreement. The Independent Contractor shall not have the authority to nor shall undertake to bind the Town to any contract, agreement, or liability of any nature.
6. This agreement, however, shall be subject to prior termination by the Town of Penfield for cause, such as but not limited to the nonperformance of the contractual duties herein above described by the First Party.

In Witness Whereof, the parties have hereunto set their hands and seals as of the day and year first above written.

Town of Penfield

By _____ Date _____
Kevin Berry

By _____ Date _____
Barbara Quinn

CONTRACTUAL SERVICE AGREEMENT

THIS AGREEMENT, made the _____ day of _____ 2026 at Penfield, New York, by and between the TOWN OF PENFIELD, a municipal corporation with offices on 3100 Atlantic Avenue, Penfield, NY (hereinafter referred to as the "Town"), and

Donald C. Newcomb, 532 Kirk Road, Rochester, NY 14612 (hereinafter referred to as the "Service Provider").

WITNESSETH:

WHEREAS, the Town does desire to retain the services of the Service Provider for a specific purpose and duration, and such is the desire of the Service Provider, and the parties do desire to set forth the terms of their agreement and their relationship;

1. Nature and Plan of Services:

The Town does hereby retain the services of the Service Provider as a Beaver Trapper/Removal at Penfield, New York. The Service Provider does hereby accept and agree to perform such services, including the following:

Remove beavers from designated areas in Town of Penfield.

In addition, the Service Provider shall perform all such duties as are customarily performed, by undertaking the above-described service.

2. Term of Agreement:

The term of agreement shall be for a period as follows:

COMMENCING ON:	January 1, 2026
TERMINATING ON:	December 31, 2026

This agreement, however, shall be subject to prior termination by the Town for cause, such as, but not limited to, the non-performance of the contractual duties hereinabove described by the Service Provider.

3. Insurance:

The "Service Provider" agrees to procure and maintain insurance of the kinds and amounts herein after set forth on the Certificate of Liability Insurance annexed to the Agreement as Exhibit A. Further, the Service Provider agrees to indemnify and save harmless the Town, its officers, employees, and agents against any and all claims, loss, damage, expenses, including reasonable attorney's fees and all other costs of litigation arising out of the services of the "Service Provider" hereunder

4. Payment and Reimbursement:

The Town shall pay the Service Provider as and for the above described service rendered, the sum of:

\$125 set up fee and \$95.00 per beaver removed

5. Nature of Relationship:

The parties agree and acknowledge that the Service Provider is an independent contractor and not an employee of the Town of Penfield. There shall be no benefits of any kind that shall accrue to the Service Provider, other than those specifically set forth in this Agreement. The Service Provider shall not have the authority to, nor shall undertake to, bind the Town to any contract, agreement, or liability of any nature.

IN WITNESS WHEREOF, the Parties have signed this Agreement at Penfield, New York.

TOWN OF PENFIELD

Date: _____ BY _____
Donald C. Newcomb

Date: _____ BY _____
Kevin Berry
Town Supervisor

BME|ASSOCIATES

ENGINEERS • SURVEYORS • LANDSCAPE ARCHITECTS

Billing Rates:

Below are the representative hourly rates for 2026-2027

Standard Rates:

Project Manager	\$160
Environmental Wetland Specialist.....	\$100
Survey Manager	\$155
Surveyor (office).....	\$110

Survey Field Crew:

One man	\$125
Two man (when required).....	\$215

Prevailing Wage Rates:

Survey Field Crew:

One man	\$160*
Two man (when required)	\$295*

*Subject to prevailing wage rate changes

CONTRACTUAL SERVICE AGREEMENT

THIS AGREEMENT, made the _____ day of _____, 2026 at Penfield, New York, by and between the TOWN OF PENFIELD, a municipal corporation with offices on 3100 Atlantic Avenue, Penfield, NY (hereinafter referred to as the "Town"), and the Braman Post 1229 of the American Legion, PO Box 4, Penfield, NY 14526, (hereinafter referred to as the "Service Provider"), (Federal Employer ID No. 194723.

WITNESSETH:

WHEREAS, the Town does desire to retain the services of the Service Provider for a specific purpose and duration, and such is the desire of the Service Provider, and the parties do desire to set forth the terms of their agreement and their relationship;

1. Nature and Plan of Services:

The Town does hereby retain the services of the Service Provider and the Service Provider does hereby accept and agree to perform such services, including but not limited to the following:

To provide flags to mark the graves of local veterans in cemeteries located in the Town of Penfield.

To provide and maintain lighting for the flagpole in Oakwood Cemetery.

To participate in the Memorial Day Ceremony at Veterans Memorial Park and provide general maintenance in said park.

To establish and maintain a Veterans Memorial Garden at Smith Cemetery.

In addition, the Service Provider shall perform all such duties as are customarily performed, by undertaking the above-described service.

2. Term of Agreement:

The term of agreement shall be for a period as follows:

COMMENCING ON:	January 1, 2026
TERMINATING ON:	December 31, 2026

This agreement, however, shall be subject to prior termination by the Town for cause, such as, but not limited to, the non-performance of the contractual duties hereinabove described by the Service Provider.

3. Compensation:

The Town shall pay the Service Provider the sum of One Thousand Dollars, (\$1,000.00), which sum shall be for all services rendered pursuant to this Agreement.

4. Nature of Relationship:

The parties agree and acknowledge that the Service Provider is an independent contractor and not an employee of the Town of Penfield. There shall be no benefits of any kind that shall accrue to the Service Provider, other than those specifically set forth in this Agreement. The Service Provider shall not have the authority to, nor shall undertake to, bind the Town to any contract, agreement, or liability of any nature.

5. Indemnification:

To the fullest extent permitted by law, the Service Provider shall indemnify and hold harmless the Town and its agents and employees from and against all claims, damages, losses, and expenses, including but not limited to reasonable attorney's fees, arising out of, relating to or resulting from the performance of services rendered.

IN WITNESS WHEREOF, the Parties have signed this Agreement at Penfield, New York.

TOWN OF PENFIELD

Date: _____ BY _____
Kevin Berry
Town Supervisor

BRAMAN POST 1229 OF THE AMERICAN LEGION

Date: _____ BY _____
Post Commander

CREDIT CARD POLICY

November 4, 2015

Policy I-14

Revised January 7, 2026

The Town of Penfield maintains two credit cards issued as follows:

- Office Card: this is the primary card with a credit limit of \$15,000.
- Finance Card: this is a secondary card with a credit limit of \$5,000 to be used only when the primary card is not available for use.

Use of a town credit card must be authorized by the Supervisor and Comptroller upon request via email by a department head. The department head must specify the amount to be charged. All purchases are subject to the terms of the town's procurement policy. Upon approval, the department head or designated user must sign out the card from the Finance Department.

Town credit cards are to be used for official Town of Penfield business ONLY. The town credit card is not to be used for the purchase of alcoholic beverages, tobacco, or for personal purchases. All use will be in compliance with town policies.

All receipts for credit card purchases and approved conference request forms (if applicable), must be promptly submitted to the Finance Department for payment processing. Receipts must include itemized descriptions of purchases and amounts charged. Tax exemption MUST be applied, or the employee will be responsible for reimbursing the town for any sales tax charged and not refunded.

Any charges which do not comply with the procedures and policies of credit card use will be the responsibility of the employee.

Users assume responsibility for the card and must notify the Comptroller immediately if card is lost or stolen.

GIFT / GIFT CARD POLICY

December 30, 2025

Policy I-16

PURPOSE

The purpose of the Gift / Gift Card Policy is to outline the circumstances for which a gift or gift card may be issued to an employee, identify regulations pertaining to employee gifts/ gift cards, internal approvals, acquisition and accounting for employee gifts / gift cards.

POLICY STATEMENT

Gifts and Gift cards are occasionally provided to employees as a fringe benefit. Gifts include occasional parties, meals or Town of Penfield merchandise (t-shirts, coffee mugs, etc.). Issuance of gifts / gift cards may be as a result of milestone recognition for years of service or recognition for performance and continuous contribution above and beyond the requisite job responsibilities. Gifts / gift cards may also be issued as part of an employee morale or wellness initiative.

IRS REGULATIONS

Per IRS regulations, De Minimis employee gifts must meet the following criteria:

- Non-Cash: cash, gift cards and cash equivalents are considered taxable wages.
- Occasional: The benefit is provided on an occasional basis, not routine (ex. Holiday)
- Low Market Value: Cannot exceed \$100 per employee.
- Impractical to account for.

Examples include holiday meals, picnics, and merchandise.

Gift cards: employee gifts in cash or cash equivalents are considered taxable wages, regardless of the amount, and must be reported through payroll.

ACCOUNTING

Gifts / gift cards must follow the Purchasing Policy guidelines and approval process.

Gift cards are cash equivalents. Gift cards must be held by the Finance Department in a locked cabinet and issuance tracked. A voucher must be completed upon issuance of a gift card and payroll notified. Issuance of gifts / gift cards, either purchased or obtained through credit card rewards points must be charged to either Employee Recognition or Employee Wellness.

**2026 SERVICE AGREEMENT BETWEEN
TOWN OF PENFIELD AND
MCCONVILLE, CONSIDINE, COOMAN & MORIN, P.C.**

THIS AGREEMENT, effective the 1st day of January, 2026, at Penfield, New York, by and between the TOWN OF PENFIELD, a municipal corporation with offices at 3100 Atlantic Avenue, Penfield, New York (hereinafter referred to as the “Town”) and the Law firm of McConville, Considine, Cooman & Morin, herein after referred to as the “Service Provider” or the “Firm”:

WITNESSETH:

WHEREAS, the Town desires to continue its engagement with the law firm of McConville, Considine, Cooman & Morin, PC as General Counsel to the Town and to pay the firm a retainer for the duties specified and to pay an additional hourly fee for representing the Town in actions by and/or against various Town Boards, Officials and Employees, said fees to be approved by the Town Supervisor; and

NOW THEREFORE, in consideration of the mutual promises made herein, and for other good and valuable consideration, the adequacy and receipt of which each party acknowledges by its signature below, the parties agree as follows:

1. The Firm shall provide legal services to the Town under the terms and conditions set forth herein.
2. **General Retainer**. The following legal services shall be covered by a retainer to be paid in equal monthly installments:
 - a. Attend meetings of the Planning Board, the Zoning Board of Appeals, and the Town Board as needed and/or requested by the Chairperson and Supervisor;
 - b. Prepare and/or assist in the preparation of resolutions of the Planning Board, the Zoning Board of Appeals, and the Town Board;
 - c. Assist in ordinance and local law preparation and review;
 - d. Render legal advice to the Supervisor, Town Board, Planning Board, Zoning Board of Appeals, Historical Preservation Board, Conservation Board, and other Town Staff as requested by the Supervisor; and
 - e. Assume all duties of the Town Attorney as set forth in the Code of the Town of Penfield.

3. **Hourly Retainer.** Additional work as may be assigned by the Town Board and/or the Supervisor and will be paid per hour. Cases may include tax certiorari, civil service, labor, Article 78/Declaratory Judgment and all court actions by or against Town Boards, officers, and employees that are not otherwise covered by insurance.
4. **Term of Agreement.** The term of this Agreement shall be for one year, ending December 31, 2026. This Agreement, however, shall be subject to prior termination by the Town for cause, such as, but not limited to nonperformance of the contractual duties hereinabove described by the Service Provider.
5. **Payment and Reimbursement.** The Town shall pay the Firm in equal monthly installments of \$11,000 per month upon receipt of proper voucher for the foregoing General Retainer legal services. In addition, the Town shall pay the Firm for any Hourly Retainer legal services assigned by the Town Supervisor, as the case may be. Payment shall be by monthly voucher, and shall include reasonable and necessary disbursements for filing fees, fees for service of process, and other necessary disbursements. The hourly rates for each Firm professional likely to be involved in this engagement are as follows:

Timekeeper	Position	Likely Roles	Rate Per Hour
Peter J. Weishaar	Partner	General Counsel and Litigation Counsel	\$300
Lucien A. Morin II	Partner	Real Estate	\$300
Mikal J. Krueger	Partner	Land Use and Zoning and Real Estate; Code Enforcement	\$275
Kristen A. McCormick	Associate	General Research and Code Enforcement	\$195
Tara C. Fusco	Paralegal	Paralegal Services	\$185

The foregoing professionals are the personnel typically involved in matters related to the Hourly Retainer legal services. From time to time, it may be necessary to involve other attorneys within the firm who have different expertise. Services provided by the Firm's other attorneys are billed at hourly rates which range from \$195 to \$400. All of the rates used for the Firm's Hourly Retainer legal services are reduced from the Firm's standard hourly rates.

6. **Nature of Relationship.** The parties agree and acknowledge that the Service Provider is an independent contractor with the Town of Penfield. There shall be no benefits of any kind, which shall accrue to the Service Provider. The Service Provider shall not have the authority to, nor shall it undertake, to bind the Town to any contract, agreement or liability of any nature.
7. **Keeping You Informed.** The Firm is committed to keeping the Town informed throughout the period during which the Firm is retained to act on behalf of the Town. This includes letting the Town know who is working on the matter, keeping the Town

updated on progress, advising the Town of any potential problems or delays, and keeping the Town informed about costs.

In order for the Firm to do its work effectively, the Firm also needs to be kept up to date. The Firm therefore asks that the Town advise the Firm as soon as reasonably practicable of any developments that may affect the work the Firm is carrying out for the Town.

The Town expressly authorizes the Firm to communicate with the Town by electronic mail, understanding that such communications are dependent upon transmissions through systems owned and controlled by third parties.

8. **Confidentiality.** The Firm is under a strict professional duty of confidentiality to the Town with respect to Town matters. The only exceptions to this is when the Town authorizes the Firm to disclose information, where the Firm is required to make a disclosure under applicable regulations or legislation or where information has already been in the public domain.
9. **Retention of Documents.** In general, the Firm retains any file relating to a matter on which we have acted for the Town for seven (7) years after the matter has been completed. After that period our file is typically destroyed, with all paper disposed of in a manner to preserve confidentiality. The Town will, of course, be free to ask us in advance to retain the file for a longer period and/or to take no action in relation to the Firm's files without further notification from the Town.
10. **Resolving Problems.** To discuss any aspect of a matter we are handling on behalf of the Town, please feel free to contact Peter Wiehsar, as he has overall responsibility for the Firm's relationship with the Town. In the event of any fee dispute, the Town may have the right to arbitration of that dispute in accordance with Part 137 of the Rules of the Chief Administrator of the New York Unified Court System.

IN WITNESS WHEREOF, the parties have signed this Agreement at Penfield, New York.

Dated: _____

**McCONVILLE, CONSIDINE,
COOMAN & MORIN, P.C.**

By: _____
Peter J. Weishaar, Esq.
President

TOWN OF PENFIELD

By: _____
Kevin Berry, Supervisor

December 30, 2025

Mark Valentine, P.E.
Town of Penfield
3100 Atlantic Avenue
Penfield, NY 14526

**Re: Proposal for Professional Services
GIS Support Services – Town of Penfield**

Dear Mr. Valentine:

Please consider this letter proposal for our formal Agreement for GIS Support Services for 2026.

I. Scope of Services and Compensation

MRB Group's (Professional Service Organization or "P.S.O.") GIS support services for the Town have typically involved data maintenance, updating the easement layer, and maintaining the Town's staff and public GIS viewers. In addition, we have served in an advisory capacity for the GIS system setup and operation and also provided training to Town staff.

We anticipate the majority of our requested services will be performed by a Sr. GIS Analyst II. Our 2026 standard billing rate for this position will be \$165 per hour; subject to annual adjustment in 2027.

MRB Group shall submit monthly statements for services rendered during each invoicing period based on the efforts performed during that period. MRB Group Standard Rates are subject to annual adjustment.

II. Commencement of Work

Upon receipt of the signed proposal, MRB Group will provide GIS support services, when requested by the Town.

III. Standard Terms and Conditions

Attached hereto and made part of this Agreement is MRB Group's *Standard Terms and Conditions*.

If this proposal is acceptable to you, please return one signed copy to our office. Thank you for your consideration of our firm. We look forward to working with you and continuing our support of the Town's GIS.

Sincerely,



Daniel Allen
Senior GIS Analyst II



David M. Doyle, P.E.
Principal

Proposal Accepted By:

Signature

Title

Date

<https://mrbgroup365.sharepoint.com/sites/Proposals/Shared%20Documents/New%20York/Penfield,%20Town%20of/2026%20Penfield%20GIS/2026%20Penfield%20GIS.docx>

MRB GROUP ENGINEERING, ARCHITECTURE & SURVEYING, D.P.C.

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement") is between MRB Group Engineering, Architecture & Surveying, D.P.C. ("MRB Group") and Client (as defined in the Proposal) ("Client") (MRB Group and Client together are defined as "Parties" and each, a "Party"). MRB Group shall provide Client with services set forth in the Proposal (the "Services") under the terms set forth herein.

1. CLIENT RESPONSIBILITIES

- a. Project Information.** Client will provide MRB Group all information required to perform the Services, including but not limited to requirements, design objectives and constraints, design and construction standards, budgetary limitations, data, reports, surveys, instructions, and any other information pertinent to the Services and/or project, as applicable. Client represents and warrants that it will provide MRB Group with any information known to or suspected by Client regarding the existence or possible existence of any hazardous materials or pollutants.
- b. Right of Entry.** Client shall provide right of entry for MRB Group, its employees, subconsultants, and agents, and all necessary equipment to complete work. MRB Group will take reasonable precautions to minimize damage to property. Client understands that in the normal course of work some damage may occur, and the repair, restoration or remediation are not part of this Agreement.
- c. Ownership of Property.** Client represents that it owns the property upon which the Services will be provided.

2. MRB GROUP SERVICES

- a. Scope of Services and Standard of Care.** MRB Group's Services will be performed on behalf of and solely for the exclusive use of Client for the purposes set forth in the Proposal and for no other purpose. The standard of care for all professional engineering and architectural related Services performed or furnished by MRB Group under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. MRB Group makes no warranties, express or implied, under this Agreement, the Proposal or otherwise, in connection with any Services performed for or furnished by MRB Group. MRB Group shall not be required to sign any document that would result in MRB Group having to certify, guarantee or warrant conditions whose existence MRB Group cannot ascertain within the scope of Services. Client agrees not to make any dispute with MRB Group, including invoice disputes, in any way contingent upon MRB Group signing any such document.
- b. Compliance with Law.** MRB Group will comply with laws, codes and standards applicable to the project and the Services as of the effective date of this Agreement or the issuance of Documents, whichever is later.
- c. Opinions of Probable Construction Cost.** MRB Group's opinions of probable construction cost (if any) are to be made on the basis of MRB Group's experience, qualifications, and general familiarity with the construction industry. While MRB

Group will use diligence in preparing such costs, it has no control over the cost of labor, materials, equipment, or services furnished by others, contractors' methods of determining prices, or competitive bidding or market conditions. MRB Group cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from opinions of probable construction costs prepared by MRB Group. If Client requires greater assistance as to probable construction costs, Client agrees to obtain an independent cost estimate.

- d. Opinions of Total Project Costs.** The Services, if any, of MRB Group with respect to total project costs will be limited to assisting Client in tabulating the various categories provided by Client that comprise total project costs. MRB Group assumes no responsibility for the accuracy or completeness of any opinions of total project costs.

- e. Subcontracting.** MRB Group may retain subcontractors or subconsultants as MRB Group deems necessary to assist in the performance of the Services.

3. ELECTRONIC TRANSMITTALS

When transmitting Documents (as defined below) electronically, the transmitting Party makes no representations as to long term compatibility, usability, or readability of the Documents resulting from the receiving Party's use of software applications, operating systems, or computer hardware differing from those used in the drafting or transmittal of the electronic Documents.

4. TERMINATION

This Agreement may be terminated by either Party upon written notice in the event of substantial failure by the other Party to perform in accordance with this Agreement or applicable Proposal through no fault of the other Party that is not cured within thirty (30) days of receipt of notice. If this Agreement is so terminated, within fifteen (15) days of such termination, Client shall pay MRB Group for all Services rendered through the date of termination and all reimbursable expenses.

5. LIABILITY; INDEMNITY

- a. Force Majeure.** Neither Party shall be liable for any delay or failure to carry out or make continuously available its obligations under this Agreement if such delay or failure is actual, inadvisable and/or commercially impractical due to any cause beyond such Party's reasonable control, whether foreseeable or unforeseeable (a "Force Majeure Event"). The Party affected by the Force Majeure Event must give notice to the other Party of such event. During the Force Majeure Event, the Parties will negotiate changes to this Agreement in good faith to address the Force Majeure Event in a fair and equitable manner and will extend any timelines for completion by a period of time reasonably necessary to overcome the effects of the Force Majeure Event. The impacted Party shall not be liable for any loss, costs or damages resulting from such delay or failure to perform its obligations under this Agreement.

- b. Limitation of Liability.** Except due to MRB Group's gross negligence or willful misconduct, in no event shall MRB Group's aggregate liability arising out of or relating to this Agreement, any

attachment or Proposal exceed the fees paid for such affected Proposal. In no event shall MRB Group be liable under this Agreement, any attachment or Proposal to Client or any third party for consequential, indirect, special, exemplary, punitive, or enhanced damages arising out of, relating to or in connection with this Agreement, any attachment or Proposal regardless of (a) whether such damages were foreseeable, (b) whether or not such party was advised of the possibility of such damages and (c) the legal and equitable theory (contract, tort or otherwise) upon which the claim is based. MRB Group is neither responsible for construction means, methods, techniques, sequences or procedures, time of performance, programs, or for any safety precautions in connection with the construction work, nor for any contractor's failure to execute the work in accordance with the Documents.

c. Indemnity. Client agrees to indemnify and hold MRB Group, its officers, directors, shareholders, employees, agents, subcontractors and/or subconsultants harmless from all claims, damages, liabilities and costs, including attorneys' fees, resulting from Client's acts or omissions under this Agreement or a Proposal.

6. OWNERSHIP OF DOCUMENTS; RECORDS RETENTION

a. Ownership. All drawings, specifications, data, reports and other documents and/or deliverables prepared by MRB Group ("Documents") are instruments of service. MRB Group retains all common law, statutory and intellectual property rights (including copyrights) to all Documents. Client may make and retain copies of Documents for information and reference for use with the applicable project. MRB Group grants Client a license to use the Documents on the applicable project only. Any reuse or modification of the Documents shall be permitted only with the express prior written consent of MRB Group. Proper credit shall be given to MRB Group wherever the Documents, or portions thereof, are reproduced. Any other reuse or modifications are at Client's risk and full legal responsibility. Client agrees to indemnify and hold harmless MRB Group, its officers, directors, shareholders, employees, agents, subcontractors and/or subconsultants from all claims, damages, liabilities and costs, including attorneys' fees, arising out of or resulting from any reuse or modification of the Documents without the prior written consent of MRB Group.

b. Records Retention. MRB Group shall maintain on file a legible form, for a period of six (6) years following completion or termination of its Services, or such other period as required by applicable law, all relevant documents related to MRB Group's Services or pertinent to MRB Group's performance under this Agreement. Upon Client's written request, MRB Group shall provide Client with a copy of any such item, at cost, during such time period.

7. INSURANCE

MRB Group maintains insurance at its expense that is customary and reasonable for the Services to be provided herein. MRB Group agrees to provide a Certificate of Insurance to Client reflecting such coverage. Client agrees to maintain all applicable insurance in the forms of property, casualty and liability insurance coverage required for the project, and agrees to indemnify and hold MRB Group, its officers, directors, shareholders, employees, agents, subcontractors and/or subconsultants harmless from all claims, damages, liabilities and costs, including attorneys' fees, arising as a result of a

personal injury, death, or property damage occurring at the project site, or in areas otherwise under the control of Client.

8. INVOICES AND PAYMENT

Client will pay MRB Group for Services relating to the period during which Services are performed in accordance with the fees and estimates set forth in the Proposal. Invoices will be submitted on a periodic basis, or upon completion of Services, as indicated in the Proposal. All invoices are due within thirty (30) days of receipt. Any invoice remaining unpaid after thirty (30) days will bear interest from such date at 1.5 percent per month or at the maximum rate permitted by law, if less. If Client fails to pay any invoice when due, MRB Group may, at any time, and without waiving any other rights or claims against Client and without thereby incurring any liability to Client, elect to suspend or terminate performance of Services upon ten (10) days' prior written notice to Client. Client agrees to promptly advise MRB Group in writing of any good faith disputed amounts included in an invoice, but in no event later than the invoice due date. Client must pay all undisputed amounts in accordance with this Agreement. MRB Group reserves the right to withhold stamped drawings produced for any phase of a project under the terms of this Agreement until all invoices billed up until such point have been paid in full.

9. FEES REQUIRED FROM JURISDICTIONAL AGENCIES

MRB Group is not responsible for nor do the fees in the Proposal include fees or payments required by jurisdictional agencies. Client agrees to pay all application, entrance, recording and/or service fees required by said agencies.

10. PUBLICITY

MRB Group has the right to photograph the project associated with the Services and to use the photos taken by MRB Group, Client and/or professional photographers in the promotion of its professional practice through advertising, social media, public relations, proposals, presentations, brochures or other marketing materials in any form of media. Should additional photos be needed in the future, Client agrees to provide reasonable access to the facility/site, as applicable. Client also agrees to cite the name of MRB Group in all publicity, presentations and public relations activities that mention the name of the facility, site, project, and the like and to be a reference for MRB Group.

11. MISCELLANEOUS

a. Independent Contractor. It is understood and acknowledged that the services provided by MRB Group hereunder shall be in the capacity of an independent contractor, and not as an employee or agent of Client, and that MRB Group will neither hold itself out as, nor make claim to be an officer or employee of Client.

b. Binding Effect; Assignment. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective permitted successors and assigns. Neither Party may assign its rights and/or delegate its obligations under this Agreement without the prior written consent of the other Party. Any attempted assignment or delegation in violation of the foregoing shall be null and void and of no force or effect.

c. Governing Law; Dispute Resolution. This Agreement shall in all respects be governed by and construed under the laws of the State of New York without regard to conflict of law principles.

The Parties agree to resolve all disputes arising out of or relating to this Agreement or the Proposal ("Dispute") in good faith for a period of thirty (30) days from the date of receipt of notice by the non-disputing Party. If the Dispute is not resolved in such thirty (30) day period, the Parties agree to submit any unsettled claims, counterclaims, or the like regarding the Dispute to mediation. The Parties agree to participate in a confidential mediation promptly, in good faith, with a mutually agreed upon mediator, where the cost of the mediation is borne equally by both Parties. If the Parties fail to resolve the Dispute through negotiations or mediation, then the Parties agree that any claim or dispute arising under this Agreement shall be resolved by a court located in Monroe County, New York.

d. Entire Agreement. This Agreement, including all attachments and Proposals, constitutes the complete and exclusive agreement and understanding between the Parties in respect of the matters dealt with herein and supersedes and preempts any prior and contemporaneous understandings, agreements or representations by the parties, written or oral, with respect to the subject matter hereof in any way.

e. Amendments. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by an authorized representative of each Party hereto.

f. Survival. Subject to the limitations and other provisions of this Agreement, all representations and warranties of a Party, as well as Sections 4, 5, 6, 8, 9, 10 and 11 (the "Surviving Clauses"), shall survive the expiration or termination of this Agreement for a period of six (6) years thereafter (the "Survival Period"). The parties must file any action arising directly or indirectly from the Surviving Clauses (an "Action") no later than the last day of the Survival Period. The parties waive the right to file an Action under any longer statute of limitations. All other provisions of this Agreement shall not survive the expiration or termination of this Agreement.

g. Notice. Unless otherwise provided in this Agreement, whenever notice is required to be given by law or this Agreement, such notice shall be in writing and may be given personally (by hand delivery or by same-day courier with confirmed receipt), by electronic means (with confirmation of receipt), certified or registered mail (in each case, return receipt requested, postage prepaid) or by a guaranteed nationally recognized overnight courier. Notice shall be effective upon receipt by the receiving Party pursuant to the terms herein.

To: MRB Group Engineering, Architecture & Surveying,
 D.P.C.
 145 Culver Road, Suite 160
 Rochester, New York 14620
Attention: Chief Legal Officer

To Client: (As set forth in the Proposal)

h. Waiver. Any waiver by either Party of a breach of any provision of this Agreement will not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Agreement. The failure of a Party to insist upon strict adherence to any term of this Agreement on one or more occasions will neither be considered a waiver nor deprive that Party of any right thereafter to insist upon strict adherence to that term or any other term of this Agreement. Any waiver must be in writing and signed by the Party so waiving.

i. Severability. If any provision of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall be unimpaired, and the rights, remedies and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular provision(s) held to be invalid, illegal or unenforceable, unless to do so would contravene the present valid and legal intent of the Parties.

PROFESSIONAL BILLING RATES

Effective 01/12/2026

EMPLOYEE	TITLE	HOURLY RATE
AMY DAKE, P.E., PTOE	SENIOR MANAGING TRAFFIC ENGINEER	\$215
NICK MERRIFIELD	JUNIOR TRAFFIC ENGINEER	\$110
	TRANSPORTATION ENGINEERING CO-OP/INTERN	\$30
REIMBURSABLE EXPENSES		
MILEAGE REIMBURSEMENT		IRS FEDERAL RATE
CAR RENTALS, HOTELS, ETC		AS NEEDED

TOWN OF PENFIELD

PURCHASING POLICIES



FINANCE DEPARTMENT
2026

TOWN OF PENFIELD PURCHASING POLICIES

SECTION I INTRODUCTION TO THE PURCHASING PROCESS

INTRODUCTION:

This manual has been developed to assist Town personnel in the purchase of goods and services for the Town. The information is broken down into several sections organized for the ease of the reader. Each section is dedicated to a particular aspect of the purchasing process beginning with bidding requirements and ending with alternative purchasing options.

Section I (this section) is an introduction to the purchasing process, describing the Town's purchasing structure and listing the responsibilities of the purchaser.

Section II Competitive Bidding - describes the bid process in accordance with bidding requirements set by Town Board and New York State Law. This section contains information such as when to bid, documentation needed, legal requirements, and reasons for rejecting bids.

Section III Request For Proposal (RFP) - contains information on the development of an RFP, and the award process associated with such proposals.

Section IV Purchases - reviews the procedures for purchase orders and vouchers, and includes a detailed description of what is required.

Section V Best Value Purchases – reviews the procedures and use for award of contracts utilizing best value analysis.

Appendix A - describes important New York State Laws regarding purchasing.

Appendix B – purchasing regulations specific to Federal funding.

THE TOWN'S PURCHASING ORGANIZATION:

Section 104-b of the NYS General Municipal Law (GML) requires every town to adopt internal policies and procedures governing all procurement of goods and services not subject to the bidding requirements of GML 103 or any other law.

The Town of Penfield relies upon State and County contracts to satisfy many of its purchasing needs, and is able to avoid the necessity of having a centralized purchasing system. The Town relies upon a decentralized system where individual departments assist in the creation and processing of bids.

In accordance with Federal regulations, the Town follows the Uniform Administrative Requirement, Cost Principles, and Audit Requirements for Federal Award (2 CFR. 200) for projects or purchases utilizing Federal funds. (Appendix B).

By law, the Town is allowed to purchase off of State and County bids, including “piggybacking” as defined by GML 103(16) and the NYS Comptroller. Various Town departments access State bids and County via the Internet for purchases. When making such a purchase, the bid award number must be placed on the purchase order or voucher and a copy of the contract sent to the Finance Department to be attached to the vendor master file. For State purchases, visit <http://www.ogs.ny.gov/> and use the State & Local Government link under Core Services, for Monroe County, <http://www.monroecounty.gov/> and go to Purchasing under the list of Departments.

When a purchase is made using a Town of Penfield awarded bid, the approved resolution for the purchase or service contract must be attached to the purchase order or a straight voucher.

THE RESPONSIBILITIES OF DEPARTMENTAL PURCHASERS:

Each department designates one or two people to handle the paperwork necessary for the processing of departmental purchases. The designees are responsible for verifying bidding procedures, reviewing packing slips and vouchers as well as monitoring the department's expenditures. Invoices must be signed and dated by the department head. Packing slips, where practical, are to be signed by the recipient of the goods or the Department Head.

ETHICAL CONDUCT:

It is expected that all public servants will conduct themselves at all times in an ethical fashion. For individuals involved in purchasing, this requires impartiality and a dedication to finding the best possible product or service for the lowest possible price. In no instance should any individual involved in purchasing engage in activities that could be construed as unethical.

To further avoid the perception of impropriety/unethical purchasing, quote solicitations not subject to the rules of public bidding, can only be obtained and used from a vendor related to a Town employee by blood or marriage/domestic partnership upon review and prior approval of the Town Supervisor and Town Comptroller.

ANNUAL REVIEW:

The Town Board shall annually review and, when needed, update this policy and procedures.

UNINTENTIONAL FAILURE TO COMPLY:

The unintentional failure to comply fully with the provisions of GML § 104-b shall not be grounds to void actions taken or give rise to a cause of action against the Town of Penfield or any officer or employee thereof.

For all procurement of goods and services below the bidding thresholds set forth in GML § 103, or otherwise exempt from the bidding requirements, it is the intention of this policy that the Town Board retains the ability to depart from this policy in its sole discretion.

SECTION II **COMPETITIVE BIDDING**

The purpose of competitive bidding is to guard against favoritism, improvidence, fraud and corruption and to foster honest competition in order to obtain the best goods and services at the lowest possible price.

There are general rules in the bidding process:

- Cannot artificially split or divide contract, or enter into a series of transactions, in avoidance of competitive bidding threshold.
- Consider the aggregate amount reasonably expected to be spent in the year for the same or similar commodities/services. Example: various stationary, lumber, auto parts.

As a NY municipality, the Town of Penfield is **required by law to purchase commodities and services from *Preferred Sources* first if a Preferred Source offering meets our needs for form, function and utility.** This type of procurement is not subject to the rules of the competitive bid process. New York has three Preferred Source organizations:

1. Corcraft, New York State Department of Corrections and Community Supervision, www.corcraft.org
2. NYS PREFERRED SOURCE PROGRAM FOR NEW YORKERS WHO ARE BLIND
www.nyspsp.org
3. NEW YORK STATE INDUSTRIES FOR THE DISABLED, INC. www.nysid.org

Note, these rules are viewed Town-wide not on a department by department purchase history, because of this, use of County and State bids as well as allowable procurement per State Law, and Cooperative Purchasing is encouraged.

BIDDING REQUIREMENTS

Below are the thresholds to be used by all departments. Public Work projects/contracts are those projects with a direct benefit to the residents, ex. road rehabilitation, or sanitary sewer replacement/rehabilitation.

A good faith effort shall be made to obtain the required number of proposals or quotations. If the purchaser is unable to obtain the required number of proposals or quotations, the purchaser shall document the vendors solicited and indicate the reason for no proposal or quotation.

For the purchase of Goods or Services

Annual Expenditures Requirements – ALL DEPARTMENTS EXCEPT DPW

Up to \$1,000

Purchases may be made at the discretion of the Department Head.

\$1,001 to \$2,499

Documented telephone or written quotes from three or more vendors.

\$2,500 to \$9,999	PURCHASE ORDER REQUIRED. Three written quotes on vendor's letterhead if possible, final approval by Comptroller and Town Supervisor
\$10,000 to \$20,000	Preparation of a "Request for Quote" or "Request for Proposal", as applicable, prepared by the Department, formal written responses from three or more vendors must be on respondent's letterhead. RFQ OR RFP WITH EXPECTED REONSE IN EXCESS OF \$15,000 REQUIRE REVIEW BY FINANCE DEPARTMENT PRIOR TO SOLICITING RESPONSES.
Above \$20,000	Public bid as required by GML-103, awarded by Town Board.

Annual Expenditures Requirements – DPW ONLY

Up to \$1,000	Purchases may be made at the discretion of the Department Head.
\$1,001 to \$4,999	Documented telephone or written quotes from three or more vendors.
\$5,000- \$9,999	PURCHASE ORDER REQUIRED. Three written quotes on vendor's letterhead, if possible final approval by Comptroller and Town Supervisor
\$10,000-\$20,000	Preparation of a "Request for Quote" or "Request for Proposal", as applicable, prepared by the Department, formal written responses from three or more vendors must be on respondent's letterhead. RFQ OR RFP WITH EXPECTED REONSE IN EXCESS OF \$15,000 REQUIRE REVIEW BY FINANCE DEPARTMENT PRIOR TO SOLICITING RESPONSES.
Above \$20,000	Public bid as required by GML-103, awarded by Town Board.

For Public Work Projects/Contracts:

\$20,001-\$35,000	Preparation of a "Request for Quote" or "Request for Proposal", as applicable, prepared by the Department, formal written responses from three or more vendors must be on respondent's letterhead. RFQ OR RFP WITH EXPECTED REONSE IN EXCESS OF \$25,000 REQUIRE REVIEW BY FINANCE DEPARTMENT PRIOR TO SOLICITING RESPONSES.
Above \$35,000	Public bid as required by GML-103, awarded by Town Board.

For the Purchase of Professional Services/Consultants:

Annual Expenditures	Requirements
Up to \$50,000	Written proposals should be obtained from three qualified

professional firms or consultants, if available, and when time allows. If three proposals are not to be solicited, the Town Supervisor must approve this action.

Above \$50,000

Proposals to be obtained by RFP from at least three (3) vendors (if available).

All Professional Services/Consultants contracts must be presented and reviewed by the Town Supervisor, Town Attorney and in some circumstances the Town Comptroller, when requested by the Supervisor. After a thorough review, the Department Head and Supervisor will make a recommendation to the Town Board for the award of a contract.

QUOTES:

All quotes, received in writing or orally, must contain the following information: name and address of the firm, name and phone number of the contact person, and the date of the quote. In addition, written quotes must contain the signature of the contact person.

Quoted prices are normally for one time purchases only; however, if such purchases are routinely made during the year, quoted prices can be used for the duration of that year. In this case, departments are to request the quote in writing.

THE BID PROCESS:

The bid process is rather involved and proceeds along the following steps:

1. Departmental purchasers should check the State and County websites for the service or commodity.
2. If a Town bid is needed, the purchasing department must verify sufficient funds are available for the purchase or contract. The department then asks the Town Clerk to set a bid opening date at the next Town Board meeting. This date is contingent upon public posting of the bid and other legal requirements, which are described below. Departments should contact the Town Clerk to determine when the date can be set.
3. The department should begin work on its bid package prior to the setting of the bid opening date. The Comptroller will assist any department in the preparation of bid packages.
4. The Town Clerk prepares a Notice of Bid to appear in the publications of record.
5. There must be a minimum of five (5) intervening business days between the Notice of Bid and the bid opening date. The bid opening date is typically scheduled for a Thursday. All bids must be received by the Town Clerk prior to 11:00. Bids are opened by the Town Clerk's Office at 11:00, at the Town Hall.
6. The Town Clerk tallies the results and sends this information to the originating department. The Department Head then determines a successful bidder for the award. Any bids rejected must be documented as to why. This information is returned to Town Clerk.

7. Town Board awards the contract on the Department Head's recommendation, and the Town Clerk assigns a bid award number, typically the Board Resolution number. This number is to be used whenever the contract is referenced in a purchase.
8. This entire process normally takes one to one and a half months.
9. Below is a diagram of the bid process.

The Bid Process

Department	Notification of need to bid. Develops bid specifications.
Department/Finance	Verify availability of funds.
Town Board/Town Clerk	Bid date set via Town Board resolution
Town Clerk	Bid issued. Receives bids, tallies.
Department	Determines successful bidder.
Town Board	Bid award. Notification of award.
Town Clerk	Assigns award number.
Department	Funds are encumbered.

LEGAL REQUIREMENTS:

The State of New York has passed certain legal requirements when bidding. These laws are described in Appendix A. The two most important laws are GML §103 and New York State Labor Law Article 8, Section 220 and Article 9 Section 230.

General Municipal Law §103:

GML 103 requires an advertised bid for public work expenditures in excess of \$35,000, and purchases of goods in excess of a yearly aggregate expenditure of \$20,000. Professional services/consultants use a different process from the normal bid as competitive bidding is not required. Another exception to the competitive bidding is the use of certain State or county contracts for materials, supplies, equipment or services. The use of county contracts is not limited to Monroe County. Any County's contracts may be used provided the specifications extend the use to political subdivisions. Inter-municipal agreements may be entered into with other political subdivisions to do collective purchasing. Under such agreements, each individual bid package must include that the bid is open to use by other political entities. Purchases may also be made under any exception provided by GML § 103, as may be amended from time to time. Purchases may also be made under state contracts and

certain federal contracts as permitted by GML § 104.

Article 8 Section 220 and Article 9 Section 230 of New York State Labor Law:

Prevailing Wages

When the Town contracts with an outside contractor, the payment of prevailing wages is almost always required. The two articles that cover this requirement are Article 8 and Article 9 of New York Labor Law.

Labor Law Article 8 – Construction and Repair Services

Labor Law Article 8 covers labor that is associated with the construction and building trades. This can be anything from the construction of infrastructure to the erection of a public building (even a shed). It also covers repairs to these items. Essentially, if the work was covered by Article 8 at the time of construction, it will be covered under Article 8 when it is repaired or replaced. This work may be anything from fixing duct-work, to replacing a broken window. If it is attached to the building, it is covered. Objects that are free standing, however, typically are not covered. All projects covered under Article 8, regardless of dollar amount, are subject to prevailing wages.

To summarize, all of the following are covered under Article 8:

- Building construction.
- Heavy and highway construction.
- Sewer and waterline construction.
- Alteration, expansion, or repair to any of the above.
- Demolition.
- Maintenance of plant and equipment, plumbing, fixtures, and anything else affixed to the building.

Labor Law Article 9 – Building Services

Labor Law Article 9 covers labor that is associated with services rendered in and around a building. These generally relate to maintaining the use and functionality of the building and grounds. These are paid to those doing work to sustain building operations. There is an exemption for contracts that do not exceed \$1,500. These contracts are not covered under Article 9 and do not require the payment of wages at prevailing rates.

The following are covered under Article 9:

- Exterminators and fumigators.
- Fuel oil delivery.
- Guards and watchmen.
- Janitor, porter, cleaners, elevator operation (not repair).
- Landscapers, mowers.
- Movers of furniture and equipment.
- Stationary engineer.
- Trash and refuse removal.
- Window cleaners.

Requesting a PRC (Prevailing Rate Case) Number:

This is done using a PW-39, however, it is strongly recommended that you use the online request system located at the NYS DOL website and not use the paper form and postal mail. Online submissions are much faster and easier to complete.

<https://dol.ny.gov/public-work-and-prevailing-wage>

Bookmark this site so you can visit it whenever you have a need. You will want to fill out the online form. Once this is submitted, you should receive a PRC# within 5 minutes via e-mail. Keep this e-mail from NYS DOL as it will provide a link that you will want to use to quickly access the specific rate case so you can complete the PW-16 and PW-200 at the appropriate time.

When requesting a PRC# you can also request a wage schedule that will be available for download. You will need this schedule when you bid out the project and review invoices. Include the assigned PRC # in your bid specifications so interested vendors may print the schedules.

Prior to awarding your bid, you must reference the debarred list for the appropriate Article, as well as the Workers Compensation Board debarred list. If the name of a bidder appears on either list, you may not award the bid to them. They cannot participate in public work until they have been removed from the list.

Once you have awarded the contract, you will need to return to your PRC online and update the information by providing the details of the bid award. This is done on a PW-16. This is important as NYS DOL may audit the case and may wish to investigate the company. In some cases, a company may be added to the debarred list after you have awarded the contract and they have begun work. In such cases, they may complete the project they have been awarded, but may not receive additional bid awards until they are no longer on the contract.

When the project is complete, you will need to return to your PRC online and complete the PW-200 that will close out the PRC. Once this is done, you are finished with this particular case.

Certified Payrolls

As part of the law regarding public work, a contractor must provide you with a certified payroll report (PW-12 date 03-07) each week. This consists of a list of employees, their addresses and social security numbers, the occupation they filled, the hours they worked, the wage they were paid, and the gross amount earned. The certification is on the second page, and must be completed and signed. An incomplete certified payroll is not to be accepted, and no payment may be made to the contractor without a properly completed certified payroll.

You must attach a copy of the certified payroll to your vouchers in order for payment to be processed. A copy must also be scanned into the LOGICS system as well. Keep a hard copy for your files. Certified payrolls must be retained for 5 years. Archive them appropriately as the Department of Labor may request copies at any time within that five year period.

Labor Covered

Everyone who works on a public works project must be listed on a certified payroll. There are a couple of exceptions. As noted above, Article 9 only covers those contracts that exceed \$1,500 on an annual basis. Contracts of less than that amount for Article 9 work, does not require payment of prevailing wages. Also, contracts with the following entities do not require the payment of prevailing wages.

Sole Proprietor: A firm that has no employees other than the owner is a sole proprietorship. Such a firm is not subject to prevailing wage law. No certified payrolls need be submitted.

Partnership: A firm that is a partnership (small firm where all “employees” are owners) is subject to prevailing wage law, with the exception that the senior partner is not subject to the wage rates. You must determine who the senior partner is, and the senior partner must be listed on the certified payroll as the senior partner when he works on the project.

50/50 Partnership: A firm that is a 50/50 partnership (two partners with equal standing in the firm) is not subject to prevailing wage law. Both partners are exempt. You must verify that this is the case, and must verify that the two partners do not have any other employees.

In cases above, a letter from the firm declaring an exemption should be sent to you. All partners or owners should be listed on it, and should sign the letter.

In some cases, you may receive a certified payroll in which the owner is listed along with other employees and no information is given for hours or pay for the owner. In this case, the owner is to list his hours and pay.

If you are unsure if either Article applies or have any questions, contact the local office for NYSDOL at (585)258-4505 for assistance.

REJECTION OF BIDS:

As defined by New York State, a responsible bidder meets the vendor responsibility criteria of Financial stability, Legal authority, Integrity and satisfactory past Performance (FLIP criteria) (State Finance Law 163(9)(f)).

If a department rejects a bid, the reason must be documented in a memo to the Town Clerk. Bids should only be rejected when they do not meet the specifications, exceed budget limits, or are higher than a qualifying responsible bidder. It is possible for all bids to be rejected, and for no award to be issued. In such circumstance, the Board will reject by resolution.

Under no circumstances allow a bidder to change their bid offer in order to be accepted. Bid offers may not be changed after they have been submitted, nor may bid specifications be materially altered. This constitutes negotiation, and is prohibited by law. The Town attorney must be involved in deciding rejection of bids.

EXCEPTIONS TO POLICY:

In the case of a **true emergency**, the competitive bidding process may not need to be followed. An emergency as defined by New York State is such:

An urgent and unexpected situation where health and public safety or the conservation of public resources is at risk. Such situations may create a need for an emergency contract. Pursuant to the Procurement Council Guidelines, an agency's failure to properly plan in advance which then results in a situation where normal practices cannot be followed does not constitute an emergency.

When such an emergency exists, the Department Head must contact the Supervisor or Town Comptroller to request authorization to make an immediate purchase from a reputable vendor for the procurement of the necessary goods or services. Documentation as to the nature of the emergency shall be sent to the Finance Department within five (5) working days of such a purchase.

SECTION III

REQUEST FOR PROPOSAL (RFP)

WHAT IS AN RFP:

An RFP, or Request for Proposal, is a set of "soft" bid specifications. It may be very general in nature, describing the scope of the project or service, highlighting what is needed and when, cost requirements, and the expertise needed to achieve the task. Professional services require advanced

degrees, specialized skills, training, expertise, professional judgment, discretion or a high degree of creativity. References are required.

WHEN TO USE AN RFP:

RFPs should be used for projects/purchases with an estimated cost between \$10,000 and \$20,000/\$35,000, and also for all professional services contracts. If you are unsure whether to use it or not, contact the Finance Department. RFP may also be used in smaller Public Works projects and Professional Service contracts, if desired.

USING THE RFP:

RFPs are not bid specifications. They are typically sent to persons or firms with expertise in providing specialized services. It is usually very costly for these firms to respond to competitive bid requests, and they will necessarily avoid the normal bidding process. A selected list of perhaps a half dozen, or more firms should be developed and a technical bid asked for in RFP form. The RFP responses are evaluated based on experience, the standards put forth in the RFP as well as cost. The chosen contractor is to be the best value as defined in State Finance Law 163: A best value award is one which optimizes quality, cost and efficiency and typically applies to complex services and technology contracts.

DEVELOPING AN RFP:

Prior to writing an RFP, due consideration should be given as to the amount and type of expertise needed to do the project. This will assist in determining if the RFP should be broad, or narrow in scope. If the amount and type of expertise is large, a broad RFP should be drawn up and sent to large firms able to handle its scope. If the project requires limited expertise, then smaller firms may also be used, and a more narrowly developed RFP should be sent.

Suggested elements for an RFP:

1. A complete description of the problem and the objectives of the project.
2. An estimate, as close as possible, of the extent of the services required, including staff and resources and an indication of any monetary limits.
3. Require a description of the overall work plan the consultant is expected to carry out, and an explanation of the relationship between the consultant and government staff.
4. A requirement for the starting and completion dates for each phase of the work plan.
5. A requirement for a breakdown of estimated project costs, listing separately those attributable to expenses for such things as travel and phones, etc., and those for consultant services, by class of consultant.
6. Require the identification and background of each member of the consultant firm expected to work on the project.
7. Request a list of clients for whom the consultant(s) has performed similar services.

Of course, simple projects may not need all of the above topics to be covered. A set of simple sentences may be all that is needed for simple projects.

THE RFP PROCESS:

While RFPs are not bids, they still follow a process similar to that of bids

1. Department Head considers need for RFP by examining problem and determining the type of service needed. The project and approach is discussed with the Town Supervisor.
2. With direction from the Supervisor, an RFP is developed and sent to appropriate firms.
3. Department receives technical proposals, reviews and distributes copies to the Supervisor, and if directed, to the Comptroller.
4. The proposals are reviewed and evaluated. If a contractor is chosen, the Department Head makes a recommendation to the Town Board for award.

Below is a diagram of the RFP process:

The RFP Process

Department Head	Has need for service, presents to Supervisor
Department Head	Sends out RFP
Consultant	Prepares proposal based on RFP and returns to department.
Department Head	Reviews and distributes copies.
Supervisor/Dept. Head	Reviews and makes its recommendation
Town Board	Formally awards contract.
Consultant	Authorized to begin work.

SECTION IV: PURCHASES

PURCHASE ORDERS:

Both purchase orders (PO) and vouchers are used when paying for goods and services. The use of these two documents is required by New York State Law. Purchase orders are used to **reserve** funds for a particular purchase. These reserved funds remain in the account even after a fiscal year has ended, but only for that purchase. It is important to encumber funds in this manner when an expense is expected and the amount can be reasonably estimated. A voucher is used to make payment and is the actual document referred to when generating a check. Vouchers may be used to liquidate purchase orders (expend reserved funds). They can also be used by themselves for payment of an invoice. **A purchase order should be used whenever the total purchase price exceeds \$2,500/5,000.**

The following procedure is to be used when making purchases in excess of \$2,500/\$5,000 annually:

1. Department completes purchase order. PO and supporting documentation is sent as an attachment. PO is approved by Department Head, Comptroller and/or Supervisor.
2. PO is reviewed by the Finance Department. Provided documentation is sufficient the PO is approved.
4. Once goods are received the PO department page, the signed invoice and signed packing slip are attached to the voucher. Voucher is approved by originating department and sent to Finance.
5. Final voucher approval is done by the Finance Department and Supervisor. A listing of the vouchers to be paid is prepared (abstract) reviewed and approved by the Town Comptroller and Town Clerk's representative before the checks are issued.

PARTIAL PAYMENTS:

In some instances, it is not feasible to wait for the completion of delivery or service to pay a vendor. This most commonly occurs in contracts lasting a year or more. Regular payments may be made monthly, quarterly, or on occasion. In this case, a partial payment may be made against the PO.

STRAIGHT VOUCHERS:

For individual purchases below \$2,500/\$5,000, bearing in mind the yearly aggregate issue, a straight voucher may be used for payment. Use of a straight voucher still requires signatures and approvals as outlined above, items 4 and 5. This eliminates the step of encumbering the funds through a Purchase Order.

PAYMENT IN ADVANCE OF AUDIT:

Section 118 of New York Town Law authorizes the payment of claims for public utility services, insurance, postage, freight and express charges prior to the audit of such claims. However, the pre-paid claims are included in the next abstract as a recorded expenditure.

SECTION V: BEST VALUE PURCHASES

WHAT IS BEST VALUE PURCHSING?

The State Legislature and Governor amended General Municipal Law, section 103 in 2012 to provide local governments with greater flexibility in awarding contracts by authorizing the award of purchase contracts, including contracts for certain service work, on the basis of best value. Best Value means the basis for award is the best value offer which optimizes quality, cost and efficiency, among responsive and responsible bidders. The Town Board authorized the use of "best Value" when it enacted the Town of Penfield Best Value Contract Award Law (Article I, Chapter 13 of Town Code).

HOW AND WHEN TO USE BEST VALUE PURCHASING:

Where the basis for award is to be the best value method, the Comptroller shall document in the procurement record and in advance of any bidding, the determination of the evaluation criteria, which whenever possible, shall be quantifiable, and the process to be used in the determination of best value and the manner in which the evaluation process and selection shall be conducted.

The Comptroller shall select a formal competitive procurement process in accordance with the Town's purchasing policy and document this in the procurement record. The process shall include, but is not limited to, a clear statement of need; specifications governing performance; a reasonable process for ensuring a competitive field; a fair and equal opportunity for bidders to submit responsive offers and a balanced and fair method of award. There shall be documentation in the purchasing record that quantifies and demonstrates why an award is truly the "Best Value".

COOPERATIVE PURCHASING CONTRACTS:

In 2013, the Governor signed an amendment to General Municipal Law 103 allowing political subdivisions in New York to utilize cooperative contracts, awarded by municipalities and governmental agencies throughout the United States, that were awarded based on best value. It is the responsibility of each municipality to ensure that the purchasing cooperatives being used meet all of the state's criteria for best value purchasing as well as municipal policies.

APPENDIX A **NEW YORK STATE LAW**

The following is a synopsis of the sections of the General Municipal Law and New York Labor Law which apply to Town purchases. The wording of these laws has been altered slightly to better the understanding of the reader. The words Town and County are used in place of the more general legal terminology. Please contact the Town Attorney for the most up-to-date version of these provisions.

General Municipal Law

S 100: Definitions

As used in this article: "Political subdivision" means a municipal corporation, school district, district corporation and board of cooperative educational services.

S 100-a. Declaration of Policy

It is declared to be the policy of this state that this article shall be construed in the negotiation of contracts for public works and public purchases to which political subdivisions or any district therein is a party so as to assure the prudent and economical use of public moneys for the benefit of all the inhabitants of the state and to facilitate the acquisition of facilities and commodities of maximum quality at the lowest possible cost.

S 101: Separate Specifications for Certain Public Work

When entering into contracts for the erection, construction, reconstruction, or alteration of buildings where the entire cost of such work is expected to exceed fifty thousand dollars (\$50,000), separate specifications must be prepared for the following four subdivisions of the work to be performed:

1. General construction
2. Plumbing and gas fitting
3. Heating, ventilating and air conditioning
4. Electric wiring and standard illuminating fixtures

Such specifications shall be drawn so as to permit independent bidding on each of the four subdivisions of work. Each subdivision shall be awarded to the lowest responsible bidder for that category.

S 102: Deposits on Plans and Specifications

Specifications for public work contracts may require a deposit by the vendor in order to guarantee the return of plans and specifications in original, unaltered condition. This amount is not to exceed one hundred dollars (\$100) for each set.

If a bid or proposal is duly submitted by the vendor, including the required bid security, and the plans and specifications are returned in good condition within thirty (30) days after contract award, the full amount of the deposit shall be returned to all vendors including the successful bidder. Vendors will be fully reimbursed for no more than one set of plans and specifications each.

Partial reimbursement in an amount equal to the full amount of such deposit for one set of plans and specifications per unsuccessful bidder or non-bidder less the actual cost of reproduction of the plans

and specifications as determined by the Town Clerk, shall be made for the return of all other copies of the plans and specifications in good condition within thirty (30) days following the award of the contract or the rejection of the bids covered by such plans and specifications.

S 103: Advertising for Bids, Letting of Contracts, criminal Conspiracies

All contracts for public work involving an expenditure of more than thirty-five thousand dollars (\$35,000) and all purchase contracts involving a yearly aggregate expenditure of more than twenty thousand dollars (\$20,000) shall be awarded to the lowest responsible bidder furnishing the required bid security after advertisement for sealed bids in the manner provided by this section.

In any case where a responsible bidder's gross price is reducible by an allowance for the value of used machinery, equipment, apparatus or tools to be traded in by the Town, the gross price shall be reduced by the amount of such allowance, for the purpose of determining the low bid. In cases where two or more responsible bidders furnishing the required bid security submit identical bids as to price, the Town may award the contract to any of such bidders, or may reject all bids and re-advertise for new bids.

2. Advertisements for bids shall be published in the publication of record and shall contain a statement of the time and place where all bids received will be publicly opened and read. At least five days must elapse between the first publication of such advertisement and the date so specified for the opening and reading of bids.

A record of all bids will be made at the time of the opening, and an official summary will be publicly posted and sent to all bidders.

3. Any officer, board or agency of the Town may make purchases through the County Purchasing Department, provided the Town shall accept sole responsibility for any payment due the vendor.

The Town may not make purchases through the County when bids have been received for such purchase by the Town. The County bid may be used once the Town's contract obligated amount has been met.

4. In the case of a public emergency arising out of an accident or other unforeseen occurrence or condition whereby circumstances affecting public buildings, public property or the life, health, safety or property of the inhabitants of the Town require immediate action which cannot await competitive bidding, the Department Head, with approval from the Supervisor, may take action to obtain the necessary goods or services without going through the bid process.
5. Surplus and second hand supplies, material or equipment may be purchased without competitive bidding from the Federal Government, the State of New York, or from any other political subdivision, district, or public benefit corporation.
6. A person or corporation who conspires to prevent competitive bidding on a contract for public work or purchase advertised for bidding shall be guilty of a misdemeanor as provided in s103-e of the General Municipal Law.

S 103-d: Statement of Non-Collusion in Bids and Proposals

Every bid or proposal shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury.

S 103-f: Security Bonds: Municipal Projects

Whenever a security bond is posted by a successful bidder for the faithful performance of a municipal project, for which state aid is approved, the name and address of the bonding company or person issuing the security bond, the number of such bond, and any other required information shall be transmitted to the appropriate state agency. The original of such bond shall remain with the Town.

S 104: Purchase through Office of General Services

Any political subdivision or district within the State of New York may make purchases through the Office of General Services subject to such rules which may establish limitations and conditions of a purchase by the State, provided that the subdivision or district shall accept sole responsibility for any payment due the vendor.

If bids have been received for such purchase by the Town, no purchase may be made through the State, unless it may be made upon the same terms, conditions and specifications at a lower price through the State contract.

S 105: Disposition of Deposit Accompanying Bid

Whenever a bid deposit of a certified check, money, bonds or other obligations is a required condition for consideration of a bid, a person or corporation submitting a bid may withdraw the same if no award of the contract is made within forty-five (45) days after the receipt thereof and upon withdrawal such deposit shall be forthwith returned. **Any such bid deposit shall be retained by the Town Clerk until returned to the bidder or forfeited.**

S 108: Worker's Compensation Insurance on Public Works

Each contract, which is of such a character that the employees engaged thereon are required to be insured under the provisions of Worker's Compensation Law, shall contain a stipulation that such contract shall be void unless the person or corporation making such contract shall secure compensation for the benefit of, and keep insured during the life of such contract, such employees, in compliance with provisions of the Worker's Compensation Law.

S 109: Assignment of Public Contracts

A clause shall be inserted in all specifications or contracts prohibiting any contractor to whom any contract shall be awarded, from assigning, transferring, conveying, subletting or otherwise disposing of the same, or of his right, title, or interest, or his power to execute without the previous consent, in writing, of the Town.

Failure to obtain such written consent prior to taking any of the actions noted above shall result in the contract being declared null and void, and the Town would be relieved of any and all liability to the contractor.

APPENDIX B

FEDERAL PURCHASING REGULATIONS

Any purchases to be made using Federal funding must be completed and monitored according to the Uniform Administrative Requirement, Cost Principles, and Audit Requirements for Federal Award (2 C.F.R. 200).

For the purchasing of goods and services using Federal funding, all Town of Penfield Purchasing Policies are to be followed. In addition, the following procedures must be followed:

1. *MWBE* – The town must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. This includes things like placing qualified small and minority businesses and women's business enterprises on solicitation lists and assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources (see 2 CFR §200.321).
2. *Purchasing domestically* – To the greatest extent practicable under a federal award, the town must provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This should also be indicated as a provision in the contract.
3. *Purchasing recovered material* – When using federal money, the purchase of certain materials in excess of \$10,000 must contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition (you can find the list of items at [40 CFR part 247](#)); also, procuring solid waste management services must be done in a manner that maximizes energy and resource recovery (see 2 CFR 200.323).
4. *Contract cost and price* (2 CFR § 200.324) – If the contract is for more than \$250,000, the town must perform a cost or price analysis. The method and degree of analysis depends on the circumstances, but as a starting point, make independent estimates before receiving bids or proposals. For any contract where there is no price competition – and for all contracts in excess of \$250,000 – profit must be negotiated as a separate element.

Other Potentially Required Contract Provisions:

Contracts must contain the following provisions (if applicable).

- Contracts over \$250,000 have to have clauses addressing administrative, contractual, or legal remedies if a contractor violates or breaches contract terms and provide for such sanctions and penalties as appropriate.
- All contracts in excess of \$10,000 must address termination for cause and for convenience by the town including the manner by which it will be effected and the basis for settlement.
- Equal Employment Opportunity – If you are using federal funds for a construction contract, the contract must include the federal equal opportunity clause provided under 41 CFR 60-1.4(b).
Construction work means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other on-site functions incidental to the actual construction.
- Davis-Bacon Act, as amended (40 U.S.C.3141-3148) – Davis-Bacon rules (aka federal prevailing wage rules) apply when the program legislation says it applies to construction contracts. ARPA legislation does not state that Davis-Bacon applies, and therefore, you do not have a Davis-Bacon clause in contracts funded by ARPA; however, if you're combining ARPA funds with other federal funds on prime construction contracts in excess of \$2,000, those other federal funds may trigger Davis-Bacon rules.

- Construction contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C.3145), which provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
- Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by local governments in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704.
- Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387). Contracts in excess of \$150,000 must contain a provision that requires agreeing to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387).
- Byrd Anti-Lobbying Amendment (31 U.S.C.1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required certification basically stating they haven’t used federal funds to lobby at the federal level.

ADOPTED: 1/1/2016 (prior policy adopted 1992)

REVISED: 1/1/2022

REVISED: 1/1/2024

REVISED: 1/1/2026

RULES OF PROCEDURE
FOR
PENFIELD TOWN BOARD MEETINGS, PUBLIC HEARINGS
AND PUBLIC INFORMATION MEETINGS

I. TOWN BOARD MEETINGS & PUBLIC HEARINGS

A. TIME, DATE & PLACE

1. Regular Meetings:

Penfield Town Board shall regularly meet the first Wednesday of each month at 6:30 PM in the Penfield Town Hall, Penfield, New York. The primary purpose of these meetings is for legislative actions. When such date falls on a legal holiday, the Town Board may set an alternate date and time of said meeting, or may dispense with said meeting. For good cause shown, the Supervisor is authorized to cancel Town Board meetings subject to rescheduling thereof.

Pursuant to Town Law §63, the Supervisor shall preside at the meetings of the Town Board. In the absence of the Supervisor, the Deputy Supervisor shall preside, or if no Deputy Supervisor has been appointed, or in the event the Deputy Supervisor is absent, then the other members of the Town Board shall designate one of their members to act as temporary Chairperson. A majority of the Board shall constitute a quorum for the transaction of business, but a lesser number may adjourn. It is the obligation of every member of the Board to vote on every issue, except where, in the judgement of the Board member, he/she has a potential conflict of interest in which case an abstain vote is in order. Such vote shall be taken by "ayes", or "yes" and "nays", or "no", and the name of every member present and their vote shall be entered in the Minutes. Every act, motion or resolution shall require for its adoption the affirmative vote of a majority of all members of the Town Board.

2. Public Hearings:

Penfield Town Board shall regularly hold Public Hearings as required at the Penfield Town Hall, Penfield, New York. The primary purpose shall be to conduct Public Hearings required to be held by and before the Penfield Town Board.

3. Special Meetings:

Special meetings may be called by the Supervisor from time to time. The Supervisor shall call a special meeting within 10 days if requested in writing to do so, by not less than two (2) Town Board members. The time and date of the special meeting may be set at the discretion of the Supervisor. Said meetings scheduled less than one week in advance must be preceded by the same forms of notice given "to the extent practicable" at a reasonable time prior to the meeting. Said notice shall contain the proposed agenda items to be contemplated by said special meeting.

B. REGULAR AGENDA

The regular agenda shall be prepared by the Town Clerk and shall be available by 4:00 PM on the Friday before the scheduled Town Board Legislative Meeting. Said agenda shall be tentative only as to Town Board meetings, but shall be firm as to Public Hearings. Said agenda for Town Board meetings shall be tentative only, and items may be added, deleted or altered at the pleasure of the Town Board.

As nearly as possible, said agenda shall follow the following points and order:

1. Call to Order, Pledge of Allegiance, Roll Call
2. Communications and Announcements
 - a) From the Supervisor
 - b) From the Town Board Members
 - c) From the Town Clerk and Town Attorney
3. Public Participation
4. Consent Agenda
5. Additions and Deletions to Agenda
6. Approval of Minutes of Prior Meeting

7. Petitions Received
8. Resolutions by Function
 - a) Law & Finance
 - b) Public Works
 - c) Public Safety
 - d) Community Services

9. Old Business

10. New Business

11. Public Participation

12. Adjournment

C. FUNCTIONAL COMMITTEES

1. Standing Functional Committees:

The following shall be designated as areas of responsibility of the Penfield Town Board and shall be standing committees of the Penfield Town Board:

- a) Law and Finance
- b) Public Works
- c) Public Safety
- d) Community Services

2. Ad Hoc Committees:

Pursuant to Town Law, the Supervisor may designate ad hoc committees and appoint the members thereof at times and from time to time as the need may arise.

3. Composition Formation of Functional Committee:

Pursuant to Town Law, it is the prerogative of the Supervisor to appoint all committees, and the Supervisor shall appoint chairpersons to all standing functional committees and also the composition of each committee, which shall be not less than the chairperson, and the rest of the Town Board, thereon.

D. RESOLUTIONS

1. Pursuant to the Town Law, any Town Board member or the Supervisor may offer a resolution for consideration by the Town Board. All resolutions shall be presented to the Town Clerk, who shall time stamp each resolution in consecutive number as received and list each resolution on the agenda under the appropriate function heading, as requested by the author of each resolution, in the order received in each function heading.

2. Routine requests for resolutions by Town staff members or by the Supervisor, and any proposed resolutions from Town staff, the Supervisor or Town Board members may be directed through the office of the Supervisor to the appropriate function chairperson. Review of such resolutions and requests for resolutions shall be by the function chairperson alone, or the Town Supervisor, or with the full Town Board, depending on the nature of the resolution and at the discretion of the function chairperson. The function chairperson shall author or cause to be authored all resolutions from requests for resolutions.

3. All resolutions shall be submitted to the Town Clerk by 12:00 noon of the Friday, or in the case of a holiday, shall be submitted the Thursday before, preceding the next regular Town Board Legislative Meeting, and unless so submitted, may not be acted upon at the discretion of the Town Board, unless of a serious and urgent matter. All proposed resolutions tabled from prior meetings shall be carried under "Old Business". Proposed resolutions received too late to be listed under functional committees, may be considered as "New Business".

E. PARLIAMENTARY PROCEDURE & VOTING

1. Voting by the Town Board on each issue shall be by alphabetical roll call vote.

2. Except where inconsistent with the Laws of New York, or any other rules adopted by the Penfield Town Board, procedural questions shall be resolved by "Robert's Rules of Order". The Town Attorney shall serve as Parliamentarian.

II. MEETINGS OF STANDING COMMITTEES OF THE TOWN BOARD

A. TIME, DATE & PLACE

The Town Board shall meet in Work Session on the third and fourth Wednesday of each month at 6:30 PM at the Penfield Town Hall. Business will be conducted for each functional committee including Law and Finance, Public Works, Public Safety and Community Service.

When the scheduled date for such meeting falls on a legal holiday, the Town Board may set an alternate date and time of said meeting or may dispense with said meeting. Pursuant to New York State Law, all committee meetings of the Town Board shall be open to the public; however, pertaining to certain business, as may be appropriate and permitted by State law, portions of such meetings may be closed to the public in so-called "Executive Sessions". For an Executive Session to occur, a motion to go to Executive Session must be made, seconded and carried by not less than three (3) members present and the purpose for the Executive Session must be clearly stated and recorded in the minutes of the committee meeting. No minutes of the Executive Session will be maintained except where a decision is made.

B. AGENDA

There will be a formal agenda for committee/work sessions, which shall be prepared by the Supervisor and Town Clerk. This agenda may include consent agenda items and shall be available and distributed by the end of the day of the preceding Friday or in case of a holiday shall be submitted the Thursday before the scheduled committee meeting.

Each Committee Chairperson and Supervisor will submit agenda items to the Town Clerk by end of day Thursday prior to each scheduled work session. The agenda will include: a call to order, approval of minutes, public participation and functional committees broken down by (1) Action Items; (2) Information Items and (3) Held Items. If needed, there may be an Executive Session.

Items to be covered at any time, and from time to time, shall include:

1. Reports from standing committee chairperson;
2. Meetings with various appointed boards and committees in the Town;
3. Meetings with department heads, the Town Engineer and other consultants;
4. Items referred to the committee by the Town Board;

5. Communications and other pertinent business relating to the standing committee;
6. Executive Sessions as set forth herein above.

III. PUBLIC HEARINGS

Public Hearings shall be held as prescribed by law and conducted on the dates scheduled therefore by the Penfield Town Board. The Supervisor, Town Attorney, and/or Department Head shall give a concise statement of the purpose of the Public Hearing after the Town Clerk has read the notice thereof.

The purpose of a Public Hearing is to hear the public. No Town Board member, nor the Supervisor shall engage in prolonged discussion with any speaker, but shall listen to what each speaker has to say. Upon being recognized by the chairperson of the meeting, members of the Town Board may ask questions of speakers.

IV. CONDUCT OF THE PUBLIC

- A. Any person recognized by the Supervisor shall give name, address and the nature of his or her business, briefly.
- B. No such person has the right to demand an answer to a specific question from a member of the Board. All such questions should be directed to the Supervisor.
- C. No member of the public shall engage in any demonstration, booing, hand clapping or otherwise disrupt the formality of the Town Board meeting.
- D. No signs are permitted in the auditorium, for the safety of everyone.
- E. No member of the public shall be permitted to address the Town Board unless recognized by the Supervisor.
- F. Any person speaking to the Town Board with the consent of the Supervisor shall address his remarks to the Town Board, not to other members of the audience in the form of a debate.
- G. A Town Board meeting is an important Legislative session and it is expected that all members of the public will conduct themselves in a civil manner.

H. Any person wishing to speak at a Public Hearing may, prior to the start of said hearing, complete an "Intent to Speak" form available from the Town Clerk. The completed form shall be given to the Town Clerk who will recognize the speakers as the hearing progresses. Additionally, the Supervisor will recognize certain interests at the start of the hearing if such action will facilitate a more orderly and logical discussion of the subject of the hearing. In fairness to all members of the public, speakers are encouraged to focus on the facts of the matter at hand. Persons who have not indicated their intent to speak by completing the available form, may also have an opportunity to speak after all those who have signed forms have spoken. The public may also submit statements in writing. A speaker may be permitted to speak a second time by the Supervisor at his or her discretion, but only after everyone who wishes to speak a first time has spoken. During public hearings and public participation, the Supervisor may limit the time of participants to five (5) minutes per speaker.

I. Penfield Town Board agendas provide a segment of time for citizens to speak during legislative sessions and the first work session of the month, which is clearly defined early on the agenda. Persons may speak on any subject related to the Town and are not confined to items on the agenda. During public participation, the Supervisor may limit the time of participants to five (5) minutes per speaker.

J. No request for a show of hands or a "vote" of persons present on any matter is allowed.

K. Rules Letters "A", "B", "C", "D", "E", "F", "G", "H", and "J" apply to Public Hearings, as well as to Town Board Meetings. A Public Hearing is not a legislative session.

L. To the extent members of the public or news media wish to photograph, record, or broadcast a meeting, such conduct shall be permitted unless it is obtrusive, disruptive, or interferes with the deliberative process or the right of persons in attendance to observe or listen to the proceedings. This determination may be made in the sole discretion of the Town Board.

V. CONSENT AGENDA

A. Items requiring a decision that are expected to require no discussion or debate may, at the Supervisor's option, be placed on the agenda under the heading "Consent Agenda." Such items may include, but are not limited to: approval of minutes; acceptance of departmental reports; budget transfers and related

items; the establishment of committees and appointments to committees; the assessment of cost and expenses and the levy upon real property tax bills for property maintenance remediations; the delegation of authority to grant or deny conditional use permits pursuant to the Penfield Town Code; and seasonal appointments and reappointments to positions in Town departments.

B. Items may be moved out of the consent agenda section at the request of any member of the Town Board prior to approval of the agenda. No motion or vote of the Town Board is required with respect to a request to move an item out of the consent agenda.

C. When a member of the Town Board requests that an item be moved out of the consent agenda section, the Supervisor shall decide where to place that item on the agenda.

D. Approval of the consent agenda by the Town Board shall be unanimous by those members present, and shall constitute approval of each of the items listed under the consent agenda portion of the meeting. No separate vote to approve items set forth in the consent agenda portion shall be required.

E. Items on the consent agenda, including any supporting documents, shall be distributed to board members and reviewed in advance of the meeting. When preparing the minutes, the Clerk shall include the full text of the resolutions, reports or recommendations that were adopted as part of the consent agenda.

VI. MISCELLANEOUS PROVISIONS

A. FILE OF COMMUNICATIONS AND PROPOSED RESOLUTIONS

In order to enable the citizens of the Town of Penfield to be apprised of proposed resolutions and of communications received by the Town, and in order to reduce the need for reading of routine communications during Town Board meetings, the Town Clerk shall prepare, or cause to be prepared, a file of all proposed resolutions to be acted upon at a Town Board meeting. A copy of the Rules of Procedure and said file shall be available for inspections by the public, one-half hour before, in a convenient place within the meeting hall. Neither the Town Board, nor the Clerk shall be required to read written public comments or correspondence aloud during a meeting of the Town Board unless they decide to do so in their sole discretion.

B. SAVINGS CLAUSE

In the event that any clause, paragraph or portion of these Rules shall be deemed to be invalid by any Court or any governmental agency or authority having jurisdiction hereof, the balance of these Rules shall continue nevertheless in full force and effect and shall survive such determination.

C. BROADCAST OF MEETINGS

Meetings will be recorded and broadcast live on the Town of Penfield website at www.penfieldny.gov and on the Town's Government Access Channel 1303, together with any other procedures or requirements mandated by applicable law and/or executive order.

Effective: January 7, 2026



TOWN OF PENFIELD

3100 Atlantic Avenue, Penfield, NY 14526-9798

Date: January 7, 2026
To: Penfield Town Board
From: Supervisor
Subject: Annual Appointments

As approved for in New York State Law, I will make the following appointments and assignments at the Town Board Organizational Meeting on Wednesday, January 7, 2026. Appointees will continue to serve until a successor is appointed pursuant to Section 5 of New York Public Officers Law.

One Year Term: (ending 12/31/2026)
Deputy Town Supervisor: Linda Teglash

One Year Term: (ending 12/31/2026)
Confidential Admin Lisa Grosser
Town Historian Kathy Kanauer
Tax Receiver Krystina Lizak

One Year Term: (ending 12/31/2026)
Attorneys to the Town McConville, Considine, Cooman & Morin, P.C. (Peter J. Weishaar, Esq.)

The following Town Board Committees will be established with the Chairperson as indicated:

Community Services	Linda Teglash
Law & Finance	Jon Getz
Public Safety	Catherine Dean
Public Works	Bill Lang

The following Town Board Liaison to other boards and organizations are effective for 2026:

Ambulance (PVEA)	Bill Lang
Board of Assessment Review	Kevin Berry
Clark Road Barn Advisory Committee	Catherine Dean
Community TV	Linda Teglash
Energy & Environment Conservation Committee	Jon Getz
Ethics Board	Jon Getz
Fire Districts	Bill Lang
Friends of Dayton Corners School House	Catherine Dean
Health and Wellness Committee	Jon Getz
Historic Preservation Board	Catherine Dean

Town Board Liaison - Continued

Homeowner Associations: (Registered with the Town)

Allen's Creek Homeowners Association	Kevin Berry
East Penfield Homeowners Association	Kevin Berry
Justice Courts	Jon Getz
Library Board	Linda Teglash
Local History Room Advisory Board	Linda Teglash
Monroe County Sheriff	Kevin Berry
New York State Police	Kevin Berry
Parks and Recreation Advisory Committee	Linda Teglash
Penfield Business Chamber	Kevin Berry
Penfield Little League	Bill Lang
Penfield Symphony Orchestra	Catherine Dean
Planning Board	Bill Lang
School Districts	Kevin Berry
Senior Citizens	Kevin Berry
Transportation Committee	Kevin Berry
Veteran Organizations	Jon Getz
Watershed Management	Linda Teglash
Zoning Board	Bill Lang