

TOWN OF PENFIELD

3100 Atlantic Avenue, Penfield, NY 14526-9798

TOWN BOARD ORGANIZATIONAL MEETING AGENDA

Wednesday, January 3, 2024 6:30 PM
Supervisor Jeff Leenhouts, presiding

- I. Call to Order - Pledge of Allegiance - Roll Call
- II. Communications and Announcements
- III. Public Hearing #1: To Consider Adopting a Local Law which would Modify the Tax Exemption for Persons with Disabilities and Limited Income

Public Hearing #2: To Consider Adopting a Local Law which would Modify the Tax Exemption for Senior Citizens
- IV. Public Participation
- V. Additions and Deletions to Agenda
- VI. Approval of Minutes – December 6, 2023
- VII. Petitions
- VIII. Resolutions by Function

Law and Finance

- 24T-001 Adoption of Town Board Rules and Procedures for 2024
- 24T-002 Reaffirming Town of Penfield's Core Values
- 24T-003 Adoption of Wage and Salary Schedule and Appointment of Officials and Employees for 2024
- 24T-004 Setting Holidays for Non-Union Employees for 2024
- 24T-005 Setting Holidays for Union Employees for 2024
- 24T-006 Monthly Reports to Town Board
- 24T-007 Designation of Official Newspapers for 2024
- 24T-008 Town Membership to Various Organizations for 2024
- 24T-009 Continuation of Petty Cash and Cash Drawer Funds
- 24T-010 Banking Arrangements for the Town of Penfield 2024
- 24T-011 Setting 2024 Salary for Chairs and Members of Planning, Zoning, Energy and Environmental Conservation Committee and Historic Preservation Boards
- 24T-012 Bonding of Town Officials and Employees
- 24T-013 Authorization for Contract for Legal Services
- 24T-014 Naming of Labor Relations Consultants of the Town of Penfield
- 24T-015 Town of Penfield Policy Book Revisions
- 24T-016 Naming A-Tip Control, Inc. for Pond Treatment Program
- 24T-017 Authorization for Town Supervisor to Sign a Professional Service Contract with A-Tip Control Inc. for a Pond Cattail and Reed Spray for Harvest Glen Pond and Tolewood Pond
- 24T-018 Authorization for Town Supervisor to Sign a Professional Service Contract with BME Associates for Environmental Services
- 24T-019 Naming of GIS Support Services by MRB Group to the Town of Penfield
- 24T-020 Naming of a Survey Consultant to the Town of Penfield
- 24T-021 Naming of Transportation Consultant Barton & Loguidice, D.P.C. to the Town of Penfield
- 24T-022 Passero Associates as a Consultant for Traffic Analysis Projects
- 24T-023 Authorization for the Supervisor to Execute Small Contracts
- 24T-024 Appointment of Chair- Zoning Board of Appeals
- 24T-025 Appointment to Zoning Board of Appeals

24T-026 Appointments to the Planning Board
24T-027 Appointment of Chair to the Planning Board
24T-028 Authorize the Town Supervisor to Sign Contractual Agreement with Braman Post 1220 of the American Legion
24T-029 Authorization for the Supervisor to Execute Change Orders
24T-030 Authorization to Sign Contracts with Court Stenographer
24T-031 2024 Employee Handbook Revision
24T-032 Authorization for the Supervisor to Fill Employment Vacancies

Public Works

24T-033 Setting Sewer Entrance Fees for 2024
24T-034 Authorization for Supervisor to Sign a Contract for Beaver Trapping Services with Donald C. Newcomb
24T-035 Appointment to Historic Preservation Board
24T-036 Appointment of Chair to Historic Preservation Board
24T-037 Appointments to Watershed Management Committee

Public Safety

24T-038 Appointments to the Energy & Environmental Conservation Committee (EECC)
24T-039 Authorization for Supervisor to Sign a Contract for Security Services with Intercept Security Inc.
24T-040 Court Enforcement Officer Appointments
24T-041 Authorization of Temporary Assignment of Judges
24T-042 Appointments to the Transportation Committee

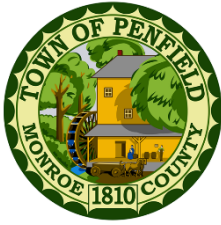
Community Services

24T-043 Authorization for Supervisor to Sign Contract for Dayton's Corners School Coordinator
24T-044 Appointment of Local History Room Advisory Committee
24T-045 Appointments to the Parks and Recreation Advisory Board and Trails Committee
24T-046 Appointment to the Library Board
24T-047 Authorization for Supervisor to Sign Recreation Contracts

- IX. Old Business
- X. New Business
- XI. Executive Session
- XII. Next Meeting: February 7, 2024
- XIII. Adjournment

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.

Town Clerk: (585) 340-8629 | clerk@penfield.org | www.penfield.org



TOWN OF PENFIELD

3100 Atlantic Avenue, Penfield, NY 14526-9798

Date: January 3, 2024
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 3, 2024. Appointees will continue to serve until a successor is appointed pursuant to Section 5 of New York Public Officers Law.

One Year Term: (ending 12/31/2024)
Deputy Town Supervisor: Bob Ockenden

Two Year Term: (ending 12/31/2025)
Confidential Admin Lisa Grosser
Town Historian Kathy Kanauer
Tax Receiver Krystina Lizak

Six Month Term: (ending 6/30/2024)
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	Candace Lee
Public Safety	Kevin Berry
Public Works	Bob Ockenden

The following Town Board Liaison to other boards and organizations are effective for the balance of 2024:

Ambulance (PVEA & NEQALS)	Bob Ockenden
Board of Assessment Review	Jeff Leenhouts
Community TV	Candace Lee
Energy & Environment Conservation Committee	Kevin Berry
Ethics Board	Candace Lee
Fire Districts	Bob Ockenden
Friends of Dayton Corners School House	Kevin Berry
Health and Wellness Committee	Linda Teglash
Historic Preservation Board	Kevin Berry

Homeowner Associations: (Registered with the Town)

Allen's Creek Homeowners Association	Town Board
East Penfield Homeowners Association	Town Board

Town Board Liaison - Continued

Justice Courts	Candace Lee
Library Board	Linda Teglash
Local History Room Advisory Board	Linda Teglash
Monroe County Sheriff	Jeff Leenhouts
New York State Police	Jeff Leenhouts
Parks and Recreation Advisory Committee	Linda Teglash
Penfield Business Chamber	Jeff Leenhouts
Penfield Little League	Jeff Leenhouts
Penfield Symphony Orchestra	Jeff Leenhouts
Planning Board	Bob Ockenden
School Districts	Jeff Leenhouts
Senior Citizens	Town Board
Transportation Committee	Jeff Leenhouts
Veteran Organizations	Bob Ockenden
Watershed Management	Linda Teglash
Zoning Board	Kevin Berry

PENFIELD TOWN BOARD RESOLUTION NO. 24T-001

DATE January 3, 2024

BY Councilperson Lee

COMMITTEE: Law and Finance

NAME Adoption of Town Board Rules of Procedure for 2024

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 _____

Lee _____

Leenhouts _____

Ockenden _____

Teglash _____

PENFIELD TOWN BOARD RESOLUTION NO. 24T-002 DATE January 3, 2024

BY: Councilperson Lee

COMMITTEE: Law and Finance

NAME: Reaffirming Town of Penfield's Core Values

WHEREAS, the Town of Penfield has a long history of fundamental beliefs that include the sharing of information & knowledge; being a leader & innovator; everyone working together as a team and to address residents' concerns as best as possible; and

WHEREAS, these fundamental beliefs have been used as guiding principles and strategies to create our core values. These core values help define our foundation on which our boards, committees and employees perform work and conduct ourselves; and

WHEREAS, these core values are so important to Penfield that throughout changes in society, government, politics and technology they are still the core values we follow. In an ever changing world, these core values are constant, they are and have been the basic elements of how we conduct our daily work;

NOW, THEREFORE BE IT RESOLVED, our core values are the practices we use every day in everything we do, and are as follows;

Maintaining a safe and healthy environment for all

The Town Board's top priority is maintaining a safe and healthy environment for Penfield residents, Town employees, and visitors to Penfield. When public health and safety issues arise, we will monitor the evolving information and directives from lead agencies—including law enforcement, the Center for Disease Control, the New York State Department of Health, the Monroe County Health Department, and public utilities—and act accordingly. We ask residents and employees to monitor factual updates and follow directives from lead agencies. During any event that threatens public health or safety we will follow the facts, share the facts, make necessary legislative declarations, and use all available communication tools to notify the public as best we can.

Standing for rightful and fair justice for all

The Penfield Town Board remains firm in its commitment against all forms of racism, discrimination and abuse of power against our community members. As Town leaders, we continue our steadfast commitment to stand for rightful and fair justice for all. Senseless acts of violence towards any individual, group, or organization—by any individual, group, or organization—should never be tolerated. We continue to denounce any discrimination and violence against any members of our community.

We stand for our neighbors, family members, and friends in Penfield who should not fear for their lives based on the color of their skin, culture, religious beliefs, sexual orientation, gender, physical or mental health, or any other facets of their identity. Our community is enriched by all our residents. We value and support a culture of inclusion and diversity in Penfield—for that helps our understanding of each other and the world. We all must stand united against discrimination and bigotry on all fronts.

Continuing a tradition of fiscal responsibility

The Town Board is committed to upholding Penfield's reputation of outstanding fiscal discipline and accountability to taxpayers. The financial world consistently recognizes Penfield as one of the most financially responsible towns in New York State. For decades, Town leadership has exercised financial discipline through rigorous annual budget process that includes a conservative five-year outlook that helps the Town prepare for future adjustments in New York State mandates, healthcare costs and other mandatory expenses. This budgeting approach also evaluates major capital improvement projects so the implementation of such projects is included in future operating budgets.

The Town of Penfield has earned an Aa1 credit rating from Moody's Investors Service—one of the highest in the county and state. This rating and reputation allows Penfield to secure low-interest financing for capital projects and assists with cash flow throughout the year. The Moody's rating also reflects Penfield's history of stable financial operations and strong management practices. Because of the Town's fiscal responsibility, Penfield's property tax rate remains one of the lowest of the 19 towns in Monroe County.

Protecting the environment and taxpayers

In 2010, the Town Board established an Energy and Environment Advisory Committee (EEAC) to build upon decades of work by the Town to adopt practices that benefit both the environment and taxpayers. This Committee (EEAC) is being combined with the Town Conservation Board and will be known as the Energy and Environmental Conservation Committee (EECC). The EECC will focus on promoting energy and environmental stewardship, energy and resource conservation, use of native plantings, and reviewing development in environmentally protected overlay districts (EPODs) and public policy. Town leadership has long understood that responsible stewardship of the environment results in fiscally sound decisions for taxpayers.

The Town Board is committed to working closely with the EECC to identify practices and opportunities to manage our impact on environment in ways that deliver value to taxpayers.

Providing timely and factual communications

The quality of life in Penfield benefits from open communications and respectful dialogue throughout the community.

The Town Board is committed to sharing timely and accurate information with the residents and media outlets. Informed citizens who follow, consider, and act upon fact-based information contribute to meaningful community discourse and effective involvement with their local government.

The Town Board encourages all Penfield constituents to rely on www.penfield.org, Penfield TV, and the Town's official social media accounts for direct, fact-based information. The board also urges citizens to attend and participate in Town meetings. At a time when social media platforms make it easy to publish, consume, and share inaccurate, opinion-based content, it is critical for an informed public to responsibly choose its news sources.

Moved: _____

Seconded: _____

Vote:

Berry _____

Lee _____

Leenhouts _____

Ockenden _____

Teglash _____

PENFIELD TOWN BOARD RESOLUTION NO. 24T-003

DATE: January 3, 2024

BY: Councilperson Lee

COMMITTEE: Law & Finance

NAME Adoption of Wage and Salary Schedule and Appointment of Officials and
Employees for 2024

BE IT RESOLVED, that the Town Board hereby adopts the Wage and Salary Schedules effective for all pay dates on or after January 1, 2024. A listing of all Town Board approved positions for 2024, appointed officials, employees and their salaries is available in the Human Resources Department.

Moved: _____

Seconded: _____

Vote:

Berry _____

Lee _____

Leenhouts _____

Ockenden _____

Teglash _____

PENFIELD TOWN BOARD RESOLUTION NO. 24T-004 DATE: January 3, 2024

BY: Councilperson Lee COMMITTEE: Law & Finance

NAME: Setting Holidays for Non-Union Employees for 2024

BE IT RESOLVED, that the following dates are to be observed as holidays in 2024 for Non-Union employees in accordance with the policy on holidays as written in the Employee's Handbook.

Monday, January 1	New Year's Day
Monday, January 15	Martin Luther King Day
Monday, February 19	President's Day
Friday, March 29	Good Friday
Monday, May 27	Memorial Day
Wednesday, June 19	Juneteenth
Thursday, July 4	Independence Day Holiday
Monday, September 2	Labor Day
Monday, October 14	Columbus Day
Monday, November 11	Veterans Day
Thursday, November 28	Thanksgiving
Friday, November 29	Day After Thanksgiving
Wednesday, December 25	Christmas

BE IT FURTHER RESOLVED, that one floating holiday will be observed on Friday, July 5, 2024.

Moved: _____

Seconded: _____

Vote:

Berry _____

Lee _____

Leenhouts _____

Ockenden _____

Teglash _____

PENFIELD TOWN BOARD RESOLUTION NO. 24T-005 DATE: January 3, 2024

BY: Councilperson Lee

COMMITTEE: Law & Finance

NAME: Setting Holidays for Union Employees for 2024

BE IT RESOLVED, that the following dates are to be observed as holidays in 2024 for Union employees in accordance with the collectively bargained agreement between the union (CSEA) and the Town.

Monday, January 1	New Year's Day
Monday, January 15	Martin Luther King Day
Monday, February 19	President's Day
Friday, March 29	Good Friday
Monday, May 27	Memorial Day
Wednesday, June 19	Juneteenth
Thursday, July 4	Independence Day Holiday
Monday, September 2	Labor Day
Monday, October 14	Columbus Day
Monday, November 11	Veterans Day
Thursday, November 28	Thanksgiving
Friday, November 29	Day After Thanksgiving
Wednesday, December 25	Christmas

BE IT FURTHER RESOLVED, that one floating holiday will be observed on Friday, July 5, 2024.

Moved: _____

Seconded: _____

Vote:

Berry _____

Lee _____

Leenhouts _____

Ockenden _____

Teglash _____

PENFIELD TOWN BOARD RESOLUTION NO. 24T-006

DATE: January 3, 2024

BY: Councilperson Lee

COMMITTEE: Law & Finance

NAME: Monthly Reports to Town Board

BE IT RESOLVED, that departments with financial receipts should submit a Monthly Report to the Town Board by the 10th of each following month. The reporting departments include Finance, Town Clerk and Tax Receiver. Reports should summarize progress in accomplishing approved priorities and goals and identify areas that may warrant special attention by the Town Board. Reports should also include a brief summary of major activities.

Moved: _____

Seconded: _____

Vote:

Berry _____

Lee _____

Leenhouts _____

Ockenden _____

Teglash _____

PENFIELD TOWN BOARD RESOLUTION NO. 24T-007

DATE: January 3, 2024

BY: Councilperson Lee

COMMITTEE: Law and Finance

NAME: Designation of Official Newspapers for 2024

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 _____

Lee _____

Leenhouts _____

Ockenden _____

Teglash _____

PENFIELD TOWN BOARD RESOLUTION NO. 24T-008

DATE: January 3, 2024

BY: Councilperson Lee

COMMITTEE: Law and Finance

NAME: Town Membership in Various Organizations in 2024

BE IT RESOLVED, that the following memberships for the Town of Penfield are hereby authorized for 2023 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. Greater Rochester Area Payroll Association
53. Penfield Business Chamber
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 _____

Lee _____

Leenhouts _____

Ockenden _____

Teglash _____

PENFIELD TOWN BOARD RESOLUTION NO. 24T-009 DATE: January 3, 2024

BY: Councilperson Lee

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 2024 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 _____

Lee _____

Leenhouts _____

Ockenden _____

Teglash _____

PENFIELD TOWN BOARD RESOLUTION NO. 24T-010

DATE January 3, 2024

BY Councilperson Lee

COMMITTEE: Law and Finance

NAME Banking Arrangements for the Town of Penfield for 2024

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	_____
Lee	_____
Leenhouts	_____
Ockenden	_____
Teglash	_____

PENFIELD TOWN BOARD RESOLUTION NO. 24T-011

DATE January 3, 2024

BY Councilperson Lee

COMMITTEE: Law & Finance

NAME Setting 2024 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 2024:

Chair, Planning Board	\$3,702
Member, Planning Board	\$2,739
Chair, Zoning Board	\$3,136
Member, Zoning Board	\$2,172
Chair, Energy and Environmental Conservation Committee	\$1,919
Member, Energy and Environmental Conservation Committee	\$935
Chair, Historic Preservation Board	\$1,484
Member, Historic Preservation Board	\$518

Moved: _____

Seconded: _____

Vote:

Berry _____

Lee _____

Leenhouts _____

Ockenden _____

Teglash _____

PENFIELD TOWN BOARD RESOLUTION NO. 24T-012

DATE: January 3, 2024

BY Councilperson Lee

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 2024.

Supervisor	\$500,000
Deputy Supervisor	\$500,000
Receiver of Taxes and Deputy 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 insure that this coverage is in force with the carrier currently engaged by the Town.

Moved: _____

Seconded: _____

Vote:

Berry _____

Lee _____

Leenhouts _____

Ockenden _____

Teglash _____

PENFIELD TOWN BOARD RESOLUTION NO. 24T-013

DATE: January 3, 2024

BY: Councilperson Lee

COMMITTEE: Law and Finance

NAME: Authorization for Contract for Legal Services

WHEREAS, the Town desires to continue with the law firm of McConville, 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 McConville, Considine, Cooman & Morin, P.C., for six months, ending June 30, 2024 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 _____

Lee _____

Leenhouts _____

Ockenden _____

Teglash _____

PENFIELD TOWN BOARD RESOLUTION NO. 24T-014

DATE: January 3, 2024

BY: Councilperson Lee

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 2024 at an agreed upon fee depending on the nature of the services performed.

Moved: _____

Seconded: _____

Vote:

Berry _____

Lee _____

Leenhouts _____

Ockenden _____

Teglash _____

PENFIELD TOWN BOARD RESOLUTION NO. 24T-015

DATE January 3, 2024

BY Councilperson Lee

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 Petty Cash Policy

Town of Penfield Purchasing Policy

Moved: _____

Seconded: _____

Vote:

Berry _____

Lee _____

Leenhouts _____

Ockenden _____

Teglash _____

PENFIELD TOWN BOARD RESOLUTION NO. 24T-016 DATE: January 3, 2024

BY Councilperson Lee

COMMITTEE: Law and Finance

NAME Naming of A-Tip Control, Inc. for Pond Treatment Program

WHEREAS, the Town of Penfield sought quotes for professional pond treatment services to obtain the necessary permits from both the United States Army Corps and the NYSDEC and complete various treatments for five pond locations within the Town of Penfield; and

WHEREAS, the Board discussed extended this program at its January 3rd meeting and decided to continue with the treatments; and

BE IT RESOLVED, that A-Tip, 5681 Zerfass Road, Dansville, NY 14437, is awarded a contract to provide professional services for pond treatment projects within the Town of Penfield, and

BE IT FURTHER RESOLVED, that the Supervisor is authorized to sign a three-year contract with A-Tip Control, Inc. for professional services for 2024-2026 not to exceed \$18,375.00.

Moved: _____

Seconded: _____

Vote: Berry _____

Lee _____

Leenhouts _____

Ockenden _____

Teglash _____

PENFIELD TOWN BOARD RESOLUTION NO. 24T-217
BY Councilperson Lee

DATE January 3, 2024
Law & Finance COMMITTEE

NAME Authorization for Town Supervisor to Sign a Professional Service Contract with A-Tip Control Inc. for a Pond Cattail and Reed Spray for Harvest Glen Pond and Tolewood Pond

WHEREAS, the Town of Penfield sought quotes for professional pond treatment services to obtain the necessary permits from both the United States Army Corps and the NYSDEC and complete cattail treatments for two pond locations within the Town of Penfield; and

WHEREAS, quotes were sought and A-Tip Control Inc. was the low bidder; and

WHEREAS, the Board discussed extending this program at its January 3rdth meeting and decided to continue with the treatments; and

BE IT RESOLVED, that A-Tip, 5681 Zerfass Road, Dansville, NY 14437, is awarded a contract to provide professional services for pond treatment projects within the Town of Penfield, and

BE IT FURTHER RESOLVED, that the Supervisor is authorized to sign a contract with A-Tip Control Inc. for a professional services, not to exceed \$3,500.00.

Moved: _____

Seconded: _____

Vote: Berry _____

Lee _____

Leenhouts _____

Ockenden _____

Teglash _____

PENFIELD TOWN BOARD RESOLUTION NO. 24T-018

DATE: January 3rd, 2024

BY: Councilperson Lee

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 2024-2025, 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 2024-2025 at an agreed upon fee depending on the nature of the services performed.

Moved: _____

Seconded: _____

Vote: Berry _____

Lee _____

Leenhouts _____

Ockenden _____

Teglash _____

PENFIELD TOWN BOARD RESOLUTION NO. 24T-019 DATE: January 3rd, 2024

BY Councilperson Lee 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 2024, 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 2024 at an agreed upon fee depending on the nature of the services performed.

Moved: _____

Seconded: _____

Vote: Berry _____

 Lee _____

 Leenhouts _____

 Ockenden _____

 Teglash _____

PENFIELD TOWN BOARD RESOLUTION NO. 24T-021

DATE: January 3rd, 2024

BY: Councilperson Lee

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 2024-2025, 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 2024-2025 at an agreed upon fee depending on the nature of the services performed.

Moved: _____

Seconded: _____

Vote: Berry _____

Lee _____

Leenhouts _____

Ockenden _____

Teglash _____

PENFIELD TOWN BOARD RESOLUTION NO 24T -022 DATE January 3, 2024

BY Councilperson Lee 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 2024 and 2025, 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 2024 and 2025 at an agreed upon fee depending on the nature of the services performed.

Moved: _____

Seconded: _____

Vote: Berry _____

Lee _____

Leenhouts _____

Ockenden _____

Teglash _____

PENFIELD TOWN BOARD RESOLUTION NO. 23T-023

DATE: January 3, 2024

BY: Councilperson Lee

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 _____

Lee _____

Leenhouts _____

Ockenden _____

Teglash _____

PENFIELD TOWN BOARD RESOLUTION NO. 24T-024

DATE: January 3, 2024

BY: Councilperson Lee

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 2024 at an annual salary as established by the Town Board.

Moved: _____

Seconded: _____

Vote:

Berry _____

Lee _____

Leenhouts _____

Ockenden _____

Teglash _____

PENFIELD TOWN BOARD RESOLUTION NO. 24T-025

DATE: January 3, 2024

BY: Councilman Lee

COMMITTEE: Law and Finance

NAME: Appointment to Zoning Board of Appeals

BE IT RESOLVED, that Laura Eichenseer be appointed to the Zoning Board of Appeals for a three year term expiring December 31, 2026, at an annual salary as established by the Town Board.

Moved: _____

Seconded: _____

Vote:

Berry _____

Lee _____

Leenhouts _____

Ockenden _____

Teglash _____

PENFIELD TOWN BOARD RESOLUTION NO. 24T-026 DATE: January 3, 2024

BY Councilperson Lee

COMMITTEE: Law & Finance

NAME Appointments to the Planning Board

BE IT RESOLVED, that Allyn Hetzke, Jr., Kelly Aken and Terence E. Tydings be appointed to the Penfield Planning Board, for a three year term expiring December 31, 2026 at an annual salary as established by the Town Board.

Moved: _____

Seconded: _____

Vote:

Berry _____

Lee _____

Leenhouts _____

Ockenden _____

Teglash _____

PENFIELD TOWN BOARD RESOLUTION NO. 24T-027 DATE: January 3, 2024

BY: Councilperson Lee

COMMITTEE: Law and Finance

NAME: Appointment of Chair to the Planning Board

BE IT RESOLVED, that Allyn Hetzke, Jr. be appointed Chair of the Planning Board for the year 2024, at an annual salary as established by the Town Board.

Moved: _____

Seconded: _____

Vote:

Berry _____

Lee _____

Leenhouts _____

Ockenden _____

Teglash _____

PENFIELD TOWN BOARD RESOLUTION NO. 24T-028

DATE January 3, 2024

BY: Councilperson Lee

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 2024, and

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

Moved: _____

Seconded: _____

Vote:

Berry _____

Lee _____

Leenhouts _____

Ockenden _____

Teglash _____

PENFIELD TOWN BOARD RESOLUTION NO. 24T-029

DATE: January 3, 2024

BY: Councilperson Lee

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 _____

Lee _____

Leenhouts _____

Ockenden _____

Teglash _____

PENFIELD TOWN BOARD RESOLUTION NO. 24T-030 DATE: January 3, 2024

BY: Councilperson Lee 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, 2024 to December 31, 2024, unless earlier terminated by either of the parties. Form of contract to be acceptable to Town Attorney. Funds are appropriated in the 2024 Budget.

Moved: _____

Seconded: _____

Vote: Berry _____

Lee _____

Leenhouts _____

Ockenden _____

Teglash _____

PENFIELD TOWN BOARD RESOLUTION NO. 24T-031 Date: January 3, 2024

BY: Councilperson Lee

Committee: Law & Finance

Name: 2024 Employee Handbook Revision – Parental Leave

Whereas, the Penfield Town Board adopted an Employee Handbook on January 3, 1989 and the Board committed to keeping this information up to date,

NOW, THEREFORE, BE IT RESOLVED, that the attached addition for parental leave is approved for inclusion in the Employee Handbook effective January 1, 2024.

Moved: _____

Seconded: _____

Vote:	Leenhouts	_____
	Berry	_____
	Lee	_____
	Ockenden	_____
	Teglash	_____

PENFIELD TOWN BOARD RESOLUTION NO. 24T-032 Date: January 3, 2024

BY: Councilperson Lee

Committee: Law & Finance

Name: Authorization for the Supervisor to Fill Employment Vacancies

Whereas, throughout the year, the Town of Penfield has need to fill vacancies to established budgeted, authorized positions within Town departments,

NOW, THEREFORE, BE IT RESOLVED, that the Town Supervisor has the authority to approve the filling of said positions and authority to complete the required Monroe County Civil Service paperwork to fully execute the hiring of new staff.

Moved: _____

Seconded: _____

Vote:	Leenhouts	_____
	Berry	_____
	Lee	_____
	Ockenden	_____
	Teglash	_____

PENFIELD TOWN BOARD RESOLUTION NO. 24T-033

DATE: January 3, 2024

BY: Councilperson Ockenden

COMMITTEE: Public Works

NAME: Setting Sewer Entrance Fees for 2024

WHEREAS, the Town Board established a Sewer Entrance Fee schedule for the Town of Penfield by adoption of Resolution #184 of 1979, and

WHEREAS, the Town of Penfield will collect a portion of these Sewer Entrance Fees for Monroe County Pure Waters, and

WHEREAS, these Sewer Entrance Fees shall be used to offset administrative expenses incurred through setting up new sewer accounts,

NOW, THEREFORE, BE IT RESOLVED, that the current Sewer Entrance Fee rate of **\$500** for residential properties and **\$600** for commercial properties will be extended through 2024, and

BE IT FURTHER RESOLVED, that the Town will remit **\$250** for each residential property and **\$350** for each commercial property to Monroe County Pure Waters.

Moved: _____

Seconded: _____

Vote:

Berry _____

Lee _____

Leenhouts _____

Ockenden _____

Teglash _____

PENFIELD TOWN BOARD RESOLUTION NO. 24T-034

DATE: January 3, 2024

BY: Councilperson Ockenden

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, 2024 through December 31, 2024, 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 _____

Lee _____

Leenhouts _____

Ockenden _____

Teglash _____

PENFIELD TOWN BOARD RESOLUTION NO. 24T-035

DATE: January 3, 2024

BY: Councilperson Ockenden

COMMITTEE: Public Works

NAME: Appointment to Historic Preservation Board

BE IT RESOLVED, that the following be appointed to the Historic Preservation Board for the terms listed below. An annual salary will be paid as established by the Town Board.

	<u>Term</u>
Thomas J. Combs	2024-2028
Michael Pignato	2024-2028

Moved: _____

Seconded: _____

Vote:

Berry _____

Lee _____

Leenhouts _____

Ockenden _____

Teglash _____

PENFIELD TOWN BOARD RESOLUTION NO. 24T-036

DATE: January 3, 2024

BY: Councilperson Ockenden

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 2024 at an annual salary as established by the Town Board.

Moved: _____

Seconded: _____

Vote:

Berry _____

Lee _____

Leenhouts _____

Ockenden _____

Teglash _____

PENFIELD TOWN BOARD RESOLUTION NO. 24T-037

DATE: January 3, 2024

BY: Councilperson Ockenden

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, 2024:

Mark Valentine, Chair	Town of Penfield Engineer
Linda Teglash	Town Board Liason
Eric Tait	Town of Penfield DPW
Mike O'Connor	Town of Penfield Engineering Dept.
Bob Mohr	Town of Penfield DPW
Edward Freeman	
Michael Guyon	
Mike Simon	
Al Broccolo	
Donna Spinella	

Moved: _____

Seconded: _____

Vote:

Berry _____

Lee _____

Leenhouts _____

Ockenden _____

Teglash _____

PENFIELD TOWN BOARD RESOLUTION NO. 24T-038 DATE January 3, 2024

BY: Councilperson Berry

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, 2024:

Chairperson: Cynette Cavaliere

Members: Daniel Moore
Pat Schikler
Roy Green

Town Board Liaisons: Kevin Berry

Town of Penfield Staff:

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

Moved: _____

Seconded: _____

Vote:

Berry _____

Lee _____

Leenhouts _____

Ockenden _____

Teglash _____

PENFIELD TOWN BOARD RESOLUTION NO. 24T-039 DATE: January 3, 2024

BY: Councilperson Berry

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, 2024, 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 _____

 Lee _____

 Leenhouts _____

 Ockenden _____

 Teglash _____

PENFIELD TOWN BOARD RESOLUTION NO. 24T-040

DATE January 3, 2024

BY Councilperson Berry

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, 2024 at no salary and that duties and fees will be approved by the Town Board and Town Administrative Judge.

Moved: _____

Seconded: _____

Vote:

Berry _____

Lee _____

Leenhouts _____

Ockenden _____

Teglash _____

PENFIELD TOWN BOARD RESOLUTION NO. 24T-041

DATE: January 3, 2024

BY: Councilperson Berry

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 2024, 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 2024.

Moved: _____

Seconded: _____

Vote:

Berry _____

Lee _____

Leenhouts _____

Ockenden _____

Teglash _____

PENFIELD TOWN BOARD RESOLUTION NO. 24T-042

DATE January 3, 2024

BY: Councilperson Berry

COMMITTEE: Public Safety

NAME: 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, 2024:

Laurie Enos
Tim Freiler
Mary Sweeney
Jason Ebbs

Captain Kevin Schoepfel
Lieutenant Bryan McCarthy
Monroe County Sheriff's Dept.

Dan McCusker
New York State Dept. of Transportation

Sarah Waterman
Mark Valentine
Town of Penfield Engineering Department

Eric Tait
Town of Penfield Department of Public Works

Jeff Leenhouts, Chair
Town of Penfield

Moved: _____

Seconded: _____

Vote:

Berry _____

Lee _____

Leenhouts _____

Ockenden _____

Teglash _____

PENFIELD TOWN BOARD RESOLUTION NO. 24T-043 DATE: January 3, 2024

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, 2024 through December 31, 2024 for a fee of \$3,720.00. Vouchers to be submitted monthly.

Moved: _____

Seconded: _____

Vote:

Berry _____

Lee _____

Leenhouts _____

Ockenden _____

Teglash _____

PENFIELD TOWN BOARD RESOLUTION NO. 24T-044 DATE: January 3, 2024

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, 2024:

Jan Braman

Tom Kanaley

Linda Kohl

Lynne Marus

Mindy MacLaren

Diane Dayton Riley

Jay Thompson

Moved: _____

Seconded: _____

Vote:

Berry _____

Lee _____

Leenhouts _____

Ockenden _____

Teglash _____

PENFIELD TOWN BOARD RESOLUTION NO. 24T-045

DATE: January 3, 2024

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, 2024.

Chairman: Sri Karnik
Vice-Chairman Don Hoyler
Members: Ben Evenhouse
Julie Henrichs
James Stampfer
Steve Van Hall
Town Staff Liaison Andrew Urckfitz
Tim Masterton
Town Board Liaison Jeff Leenhouts
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 21, 2024.

Chairman: Bob Ansaldi
Members: Peggy Ansaldi
Eleanor Hartquist
Don Hoyler
Liz Hoyler
Ed Lindskoog
Aileen Reis
Dawn Schafer
Denny Tripp
Richard Vaughn
Town of Penfield Staff: Joel Freeman

Moved: _____

Seconded: _____

Vote:

Berry _____

Lee _____

Leenhouts _____

Ockenden _____

Teglash _____

PENFIELD TOWN BOARD RESOLUTION NO. 24T-046

DATE: January 3, 2024

BY: Councilperson Teglash

COMMITTEE: Community Services

NAME: Appointment 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:

Judie Marinucci

Term
2024-2028

Moved: _____

Seconded: _____

Vote:

Berry _____

Lee _____

Leenhouts _____

Ockenden _____

Teglash _____

PENFIELD TOWN BOARD RESOLUTION NO. 24T-047 DATE 1/3/2024

BY LINDA TEGLASH COMMUNITY SERVICES COMMITTEE

NAME AUTHORIZATION FOR SUPERVISOR TO SIGN RECREATION CONTRACTS

BE IT RESOLVED, that the Town Board authorizes the Town Supervisor to sign the following recreation contracts:

Brooklyn Robot Foundry Rochester, 90 Airpark Dr., Suite 224, Rochester, NY 14624, instructor for youth robot building programs, 1/11/24 – 12/31/24, for a fee of 70% of total program revenue. Vouchers to be submitted at the conclusion of each program.

Penfield Guitar School, 6 High School Drive, Penfield, NY 14526, instructor for youth and adult guitar classes, 1/24/24-12/31/24, for a fee of 70% of total program revenue. Vouchers to be submitted at the conclusion of each program.

Ready to Respond, 1440 Long Pond Road, Rochester, NY 14626, instructor for youth Red Cross babysitting and safety classes, 2/24/24-12/31/24, for a fee of 70% of total program revenue. Vouchers to be submitted at the conclusion of each program.

The Center for Youth EarthWorks Program, 905 Monroe Avenue, Rochester, NY 14620, instructor for youth outdoor education programs, 2/6/24-12/31/24, for a fee of 70% of total program revenue. Vouchers to be submitted at the conclusion of each program.

Dorothy Brenneis, 100 Woodside Dr., Penfield, NY 14526, instructor for youth gardening programs, 5/17/24-12/31/24, for a fee of 70% of total program revenue. Vouchers to be submitted at the conclusion of each program.

Rochester Fencing Club, 3335 Brighton Henrietta Town Line Rd., Rochester, NY 14623, instructor for youth fencing programs, 1/3/24-12/31/24, for a fee of 70% of total program revenue. Vouchers to be submitted at the conclusion of each program.

RocVentures, 1044 University Avenue, Rochester, NY 14607, instructor for youth rock climbing classes, 1/6/24-12/31/24, for a fee of 70% of total program revenue. Vouchers to be submitted at the conclusion of each program.

Soccer Shots, 95 Allens Creek Road, Bldg. 1, Suite 315, Rochester, NY 14618, instructor for youth soccer programs, 1/16/24-12/31/24, for a fee of 70% of total program revenue. Vouchers to be submitted at the conclusion of each program.

Kristin Cavallaro, 25 E. Manitou Road, Rochester, NY 14612, instructor for notary public classes, 1/6/24-12/31/24, for a fee of 70% of total program revenue. Vouchers to be submitted at the conclusion of each program.

Ashley Whipple, 115 Peachtree Road, Penfield, NY 14526, instructor for adult wellness/nutrition classes, 1/30/24-12/31/24, for a fee of 70% of total program revenue. Vouchers to be submitted at the conclusion of each program.

Rochester Community Robotics, c/o Larry Lewis, 309 Monroe Wayne County Line Road, Macedon, NY 14502, instructor for youth Lego robotics programs, 4/29/24-12/31/24, for a fee of 70% of total program revenue. Vouchers to be submitted at the conclusion of each program.

Genesee Conservation League, 1570 Penfield Rd., Rochester, NY 14625, instructor for youth firearm classes, 1/6/24-12/31/24, for a fee of 70% of total program revenue. Vouchers to be submitted at the conclusion of each program.

James Rienhardt, 107 Phelps St., Lyons, NY 14489, instructor for astronomy classes for all ages, 2/21/24-12/31/24, for a fee of 70% of total program revenue. Vouchers to be submitted at the conclusion of each program.

Megan Meyer, 61 Henderson Dr., Penfield, NY 14526, instructor for sustainable landscaping programs, 1/13/24-12/31/24, for a fee of 70% of total program revenue. Vouchers to be submitted at the conclusion of each program.

Dog Educated, c/o Lisa Skavienski, 101 Main St., East Rochester, NY 14445 instructor for dog behavior classes, 1/11/24-12/31/24, for a fee of 70% of total program revenue. Vouchers to be submitted at the conclusion of each program.

Mark Banford, 939 South Plymouth Ave, Rochester, NY 14608 Instructor for Tennis and Pickleball programs, 1/22/24 - 12/30/24, for a fee of 70% of program revenues. Vouchers to be submitted on a monthly basis at the beginning of each month (based on seasonal program dates).

Bushido Kai Judo Club Inc, c/o Heiko Rommelman, 240 Curtice Park, Webster, NY 14580, Instructor for Judo programs, 1/3/24 - 12/23/24, for a fee of 70% of program revenues. Vouchers to be submitted on a monthly basis at the beginning of each month (based on seasonal program dates).

Michael Carney, 24 Blandford Lane, Fairport, NY 14450, Instructor for Adult Volleyball Programs, 1/4/24 - 12/28/24, for a fee of 70% of program revenues. Vouchers to be submitted on a monthly basis at the beginning of each month (based on seasonal program dates).

Eagle Vale Golf Club, 4344 Nine Mile Point Road, Fairport, NY 14450, Youth & Adult Golf Instruction Programs, 4/15/24 - 10/19/24, for a fee of 70% of program revenues. Vouchers to be submitted on a monthly basis at the beginning of each month (based on seasonal program dates).

Hillrise Equestrian Center Inc., 1624 Walworth-Penfield Road, Penfield, NY 14526, Horseback Riding Lessons, 1/4/24 - 12/28/24, for a fee of 70% of the total program revenues. Vouchers to be submitted on a monthly basis at the beginning of each month (based on seasonal program dates).

Lisa Magliato, 8 Oatsfield Circle, Penfield, NY 14526, Instructor for Youth Sport and Recreation programs, 1/17/24 - 12/23/24, for a fee of 70% of program revenues. Vouchers to be submitted on a monthly basis at the beginning of each month (based on seasonal program dates).

Sea Dragon Swim Club, PO Box 112, Penfield, NY 14526, Instructor for Introduction to Competitive Swimming programs, 4/15/24 – 12/31/24, for a fee of 70% of program revenues. Vouchers to be submitted at the conclusion of each program.

Carol Moon, 19 Pond Valley Circle, Penfield, NY 14526, Instructor for Adult Health & Wellness programs, 1/12/24 - 12/27/24, for a fee of 70% of program revenues. Vouchers to be submitted on a monthly basis at the beginning of each month (based on seasonal program dates).

Penfield Youth Wrestling Inc, 11 Leonard Crescent, Penfield, NY 14526, Instructor for Youth Wrestling programs, 11/7/23 - 3/24/24, for a fee of 70% of program revenues. Vouchers to be submitted on a monthly basis at the beginning of each month (based on seasonal program dates).

Revision Resume, 306 Burnett Road, Webster, NY 14580, Instructor for Youth and Adult Education programs, 2/8/24 - 12/12/24, for a fee of 70% of program revenues. Vouchers to be submitted on a monthly basis at the beginning of each month (based on seasonal program dates).

Rochester Junior Amerks, 80 Lyndon Road, Fairport, NY 14450, Instructor for Youth Hockey & Ice Skating programs, 1/6/24 - 12/21/24, for a fee of 70% of program revenues. Vouchers to be submitted on a monthly basis at the beginning of each month (based on seasonal program dates).

Shadow Lake Golf Course, 1850 Five Mile Line Road, Penfield NY 14526, to provide golf starting times for Senior 50+ Golf program, 5/7/24 - 8/13/24, for a fee of \$13.00 per paid participant. Voucher to be submitted on 8/14/24.

Pamela Warren, 19 Academy Place, Canandaigua, NY 14424, Instructor for Youth and Adult Ice Skating programs, 1/7/24 - 12/29/24, for a fee of 70% of program revenues. Vouchers to be submitted on a monthly basis at the beginning of each month (based on seasonal program dates).

Amanda Keller, 15 Penfield Crescent, Rochester, NY 14625, instructor for yoga classes 01/08/24-12/22/24, for a fee of 70% of total program revenue. Vouchers to be submitted at the conclusion of each program.

Jodi Marcello, 20 Falcon Trail. Pittsford, NY 14534, instructor for youth dance programs 01/22/24-12/22/24, for a fee of 70% of total program revenue. Vouchers to be submitted at the conclusion of each program.

Sherry Murray, 76 Chippenham Dr. Penfield, NY 14526, instructor for preschool education & art programs 01/08/24-12/22/24, for a fee of 70% of total program revenue. Vouchers to be submitted at the conclusion of each program.

Bravo! Creative Arts, 12 George St. Fairport, NY 14450, instructor for youth drama programs, 01/10/24-12/31/24, for a fee of 70% of total program revenue. Vouchers to be submitted at the conclusion of each program.

Katrina Scott, 21 Alberta Dr. Penfield, NY 14526, instructor for adult workouts classes, 01/22/24-12/22/24, for a fee of 70% of total program revenue. Vouchers to be submitted at the conclusion of each program.

Jean Sica, 600 Eastbrooke Ln. Rochester, NY 14618, instructor for adult wellness classes, 01/22/24-12/22/24, for a fee of 70% of total program revenue. Vouchers to be submitted at the conclusion of each program.

Mary Slaughter, 345 Lyndon Rd. Fairport, NY 14450, instructor for youth fitness programs, 01/22/24-12/22/24, for a fee of 70% of total program revenue. Vouchers to be submitted at the conclusion of each program.

Victory Fitness, 52 Depew St. Rochester, NY 14611, instructor for adult fitness programs, 01/08/24-12/22/24, for a fee of 70% of total program revenue. Vouchers to be submitted at the conclusion of each program.

Broccolo Tree and Lawn Care, 2755 Penfield Rd. Fairport, NY 14450 Instructor for Home & Gardening programs, 4/01/24 – 11/03/24, for a fee 70% of program revenues. Vouchers to be submitted at the conclusion of each program.

Maryam Barmakirad, 355 N Park Dr. #125. Rochester, NY 14609, instructor for adult fitness and wellness programs, 1/07/24-12/22/24, for a fee of 70% of total program revenue. Vouchers to be submitted at the conclusion of each program.

Moved: _____

Seconded: _____

Vote:

Berry _____

Lee _____

Leenhouts _____

Ockenden _____

Teglash _____

Paid Parental Leave

Policy Statement – The Town of Penfield provides paid family leave to eligible employees following the birth of their child or the placement of a child for adoption or their foster care. This leave must be taken within six (6) months of the birth or placement of their child.

Eligibility – A full-time employee is eligible for up to four (4) weeks of paid parental leave in accordance with this policy. A part-time, temporary or seasonal employee is not eligible for paid parental leave but may be eligible to take leave without pay following the birth or adoption of their child. A full-time employee is eligible for this benefit upon hire.

Benefit Details – An eligible employee will be compensated at their regular rate of pay throughout their absence under this policy. The Town will continue to pay its portion of any applicable health insurance premiums while an employee is on approved paid parental leave. Employees have the right to return to their same or comparable job upon return from a paid parental leave absence.

Notification Requirements – If the need for paid parental leave is foreseeable, the employee should give notice, in writing, to their Department Head at least thirty calendar days prior to the commencement date of the unpaid leave. The employee and Department Head must submit a written request to the Town Supervisor's Office for review. The Town Supervisor will have full discretion to grant paid parental leave.

Family Medical Leave Policy – Paid parental leave must be used in conjunction with leave under the Town's Family Medical Leave Policy. An employee must be approved for a leave under the Town's Family Medical Leave Policy, prior to being granted paid parental leave. At the conclusion of the employee's four weeks of paid parental leave, the employee may remain out of work for an additional eight weeks, however their leave will be unpaid, in accordance with the provisions of the Family Medical Leave Policy. An employee will have the option of using their paid leave benefits during this eight-week period.

Employment Restrictions During Leave of Absence – While on an approved paid parental leave, an employee may not be employed by another employer, or perform work for a personal business, during the same hours that the employee was normally scheduled to work for the Town of Penfield.

Accrual of Paid Leave Credits – An employee will continue to accrue paid leave credits during a paid parental leave.

Union Employees – An employee who is a member of a collective bargaining unit is not covered by the Paid Parental Leave provisions set forth immediately above and should refer to the applicable collective bargaining agreement.



**INTERCEPT
SECURITY**
WWW.INTERCEPTSECURITYINC.COM

December 28, 2023

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

Dear Ms. Voigt,

Thank you for allowing Intercept Security Inc. to submit a proposal for Town of Penfield Court security services.

Intercept Security Inc. is an A+ rated accredited business with the (BBB) Better Business Bureau and has been proudly serving the greater Rochester area for over 30 years. Our mission is to provide exceptional security services.

"Through our commitment to exceptional service, we strive to exceed our client's expectations."

Intercept understands the Town's expectations listed in the letter and agrees to all 4 outlined. The minimum hours, hourly cost/rates are listed under section 4 (Rates/Fees). Intercept has in excess of 4 qualified guards for this particular assignment with the option to add more, if requested. Ideally, our goal is to provide guards with prior law enforcement experience, but this is not a guarantee.

Attached is the 2023 Court Security proposal/agreement for your review and approval. If accepted, please sign and return. If you would like further information, please contact me at (585) 872-0086 ext. 3 or visit our website www.InterceptSecurityInc.com

Sincerely,

Andrea Race

Andrea Race
Director of Operations
EMAIL: admin@InterceptSecurityInc.com

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



Mailing Address: 1900 EMPIRE BLVD., PMB # 250 • WEBSTER, NEW YORK 14580
(585) 872-0086 OFFICE
www.InterceptSecurityInc.com



**INTERCEPT
SECURITY**
WWW.INTERCEPTSECURITYINC.COM

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

SECURITY SERVICES AGREEMENT

This Agreement is made on **12/28/2023** by and between INTERCEPT SECURITY INC., hereinafter called "Intercept", and **The Town of Penfield**, hereinafter called the "Client".

1. Services:

Intercept will provide unarmed security guard services (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 **Town of Penfield Court, 1985 Baird Road, Penfield, NY 14526** (herein referred to as the "Premises").

2. Uniform:

The security uniform will be black slacks and a blue button-down shirt with the Intercept logo on the front left breast, with or without a windbreaker jacket marked security on the reverse.

3. Term:

01/01/2024-12/31/2024: Security Services will be provided by **2 unarmed security guards, as needed for Penfield Town Court**. Either party may terminate this agreement with 14 days written notice to the other party. Intercept reserves the right to cancel services due to state restrictions, pandemic situational changes or risks, and other events that may impact Intercept's resource capability.

4. Rates/Fees:

Based upon coverage as needed, the fee for Security Services is a rate of **\$38.50 per guard, per hour** for weekdays and evenings. Holiday rates are noted below, see (4)(2). *(Note: Intercept requires a 4 hour minimum, per guard & per shift of coverage).*

1. NYS Sales Tax is in addition to the hourly rate. If tax exempt, please provide a copy of exemption certificate.
2. The following shifts of coverage would be provided at time and one half the regular rate, per hour of coverage, per Officer.
 - 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 24 hours advance notice.
 - Shifts of coverage on any national holiday. Note: The rate for shifts of coverage that fall on *Thanksgiving, Christmas, and New Years Day* will be billed at double the regular rate, per hour of coverage, per Officer.
3. Intercept will submit an invoice weekly and payment is due upon receipt, 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.
4. 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 1 to 4 hours of the scheduled shift. A minimum of 4 hours per officer will apply for events that are cancelled within 1 hour of the scheduled start of shift or after officer arrival.

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.

PAGE 1 and 2 - Approved By:

Signature _____

Date: _____



Proud Member of the Better Business Bureau

Mailing Address: 1900 EMPIRE BLVD., PMB # 250 • WEBSTER, NEW YORK 14580
(585) 872-0086 OFFICE
wwwInterceptSecurityInc.com
Licensed by the NYS Department of State

SECURITY SERVICES AGREEMENT

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 two-thousand dollars for each such person so employed.

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 first written above.

EXECUTED:

Client: (Print Name): _____

PAGE 2 and 2 - Approved By: **Signature** _____ **Date:** _____

Revised 12/2022



Mailing Address: 1900 EMPIRE BLVD., PMB # 250 • WEBSTER, NEW YORK 14580
(585) 872-0086 OFFICE
www.InterceptSecurityInc.com
Licensed by the NYS Department of State

QUOTE SHEET

Date: 11/6/2023



5681 Zerfass Rd
Dansville, NY 14437
(585)335-9299
info@a-tipcontrol.com
www.a-tipcontrol.com

Customer:

Attn: Michael Connor
Town of Penfield
3100 Atlantic Avenue
Penfield, NY 14526-9798

Please sign and return a copy of this quote. By signing this you agree to the terms and conditions of this quote. With signing this you give permission to A-TIP Control, Inc. to complete the work listed.

DESCRIPTION	QUANTITY	AMOUNT
<u>Harvest Glen Pond</u> 2024 Cattail Treatment	1	\$ 2,300.00
<u>Tolewood Pond</u> 2024 Cattail Treatment	1	\$ 1,200.00
<u>Cattail and Reed Spray:</u> Two sprays are included in this price. A secondary spray will be scheduled 2-3 weeks after the initial to remedy for any cattails missed from the first treatment. We guarantee 80% control with our cattail treatment. Cost does not include removal. The aquatic pesticide being used will be Rodeo , the label for this pesticide can be found on our website at (www.a-tipcontrol.com) or we can provide you with a paper copy upon request.		
SIGNATURE:	TOTAL:	\$ 3,500.00

QUOTE SHEET

Date: 11/6/2023



5681 Zerfass Rd
Dansville, NY 14437
(585)335-9299
info@a-tipcontrol.com
www.a-tipcontrol.com

Customer:

Attn: Michael Connor
Town of Penfield
3100 Atlantic Avenue
Penfield, NY 14526-9798

Please sign and return a copy of this quote. By signing this you agree to the terms and conditions of this quote. With signing this you give permission to A-TIP Control, Inc. to complete the work listed.

DESCRIPTION	QUANTITY	AMOUNT
<u>Glenbrook Pond (All 3 Ponds)</u>		
2024 Herbicide treatment for Water Lilies	1	\$ 5,875.00
2024 Herbicide treatment for submerged vegetation	1	\$ 6,930.00
(2) NYSDEC Aquatic Vegetation Permits would be needed		
<u>Harvest Glen Pond</u>		
2024 Herbicide treatment for Water Lilies and various plant species	1	\$ 1,775.00
<u>Newbury Park South Pond</u>		
2024 Herbicide treatment for duckweed, watermeal, and various plant species	1	\$ 1,055.00
<u>Tolewood Pond</u>		
2024 Herbicide treatment for various plant species	1	\$ 845.00
<u>Silverwood Ponds (Both Ponds)</u>		
2024 Herbicide treatment for various plant species	1	\$ 1,895.00
(1) NYSDEC Aquatic Vegetation Permit would be needed		
SIGNATURE:	TOTAL:	\$ 18,375.00

Barton & Loguidice
Billing Rates for Calendar Year 2023

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 Title	Billing Code	Billing Rate
Principal	Executive Manager	P12	285.00
Senior Vice President	Executive Manager	P12	285.00
Vice President	Manager V	P11	245.00
Senior Associate	Manager IV	P10	220.00
Associate	Manager III	P9	205.00
Senior Managing Community Planner	Manager I	P7	185.00
Senior Managing Engineer	Manager II	P8	195.00
Senior Managing Hydrogeologist	Manager III	P9	205.00
Senior Managing Industrial Hygienist	Manager I	P7	185.00
Senior Managing Landscape Architect	Manager II	P8	195.00
Senior Consultant	Manager V	P11	245.00
Chief Engineer	Manager II	P8	195.00
Senior Project Manager	Manager II	P8	195.00
Senior Construction Manager	Professional VI	P6	170.00
Managing Community Planner	Professional IV	P4	138.00
Managing Engineer	Professional VI	P6	170.00
Managing Hydrogeologist	Professional VI	P6	170.00
Managing Landscape Architect	Professional V	P5	153.00
Consultant	Manager I	P7	185.00
Lead Asset Management Specialist	Manager IV	P10	220.00
Lead Engineer	Professional VI	P6	170.00
Lead Environmental Scientist	Professional VI	P6	170.00
Project Manager	Professional VI	P6	170.00
Construction Manager	Professional IV	P4	138.00
Senior Project Architect	Professional V	P5	153.00
Senior Project Asset Management Specialist	Professional VI	P6	170.00
Senior Project Community Planner	Professional IV	P4	138.00
Senior Project Engineer	Professional V	P5	153.00
Senior Project Industrial Hygienist	Professional III	P3	126.00
Senior Project Landscape Architect	Professional IV	P4	138.00
Senior Staff Asset Management Specialist	Manager I	P7	185.00

Barton & Loguidice
Billing Rates for Calendar Year 2023

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 Title	Billing Code	Billing Rate
Senior Staff Engineer	Professional V	P5	153.00
Senior Staff Environmental Scientist	Professional III	P3	126.00
Senior Staff Field Scientist	Professional III	P3	126.00
Senior Staff Hydrogeologist	Professional IV	P4	138.00
Project Architect	Professional IV	P4	138.00
Project Community Planner	Professional II	P2	114.00
Project Engineer	Professional IV	P4	138.00
Project Environmental Scientist	Professional III	P3	126.00
Project Landscape Architect	Professional III	P3	126.00
Staff Asset Management Specialist	Manager I	P7	185.00
Staff Engineer	Professional IV	P4	138.00
Staff Environmental Scientist	Professional II	P2	114.00
Staff Hydrogeologist	Professional II	P2	114.00
Staff Industrial Hygienist	Professional II	P2	114.00
Staff Intern Architect	Professional III	P3	126.00
Assistant Landscape Architect II	Professional II	P2	114.00
Community Planner II	Professional I	P1	98.00
Engineer II	Professional III	P3	126.00
Environmental Scientist II	Professional I	P1	98.00
Hydrogeologist II	Professional I	P1	98.00
Intern Architect II	Professional II	P2	114.00
Assistant Landscape Architect I	Professional II	P2	114.00
Community Planner I	Professional I	P1	98.00
Engineer I	Professional II	P2	114.00
Environmental Scientist I	Technician II	T2	90.00
Hydrogeologist I	Technician II	T2	90.00
Industrial Hygienist I	Technician I	T1	78.00
Engineering Designer II	Technician VI	T6	143.00
Architectural Designer I	Technician II	T2	90.00
Senior Engineering Technician	Technician V	T5	128.00
Senior Environmental Technician	Technician I	T1	78.00

Barton & Loguidice
Billing Rates for Calendar Year 2023

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 Title	Billing Code	Billing Rate
Engineering Technician	Technician III	T3	105.00
Environmental Technician	Technician II	T2	90.00
Resident Engineer	Construction V	C5	143.00
Senior Inspector	Construction III	C3	121.00
Inspector	Construction I	C1	108.00
Construction Monitor	Construction I	C1	108.00
Senior Project Accountant	Technical Assistant II	TA2	90.00
Project Accountant	Technical Assistant I	TA1	77.00
Senior Marketing Specialist	Technical Assistant II	TA2	90.00
Senior Communications Specialist	Technician III	T3	105.00
UAS Operator	Technician III	T3	105.00
Marketing Specialist	Technical Assistant I	TA1	77.00
Communications Specialist	Technician III	T3	105.00
Engineering Aide	Technical Assistant III	TA3	106.00
Office Administrator	Technical Assistant I	TA1	77.00
Senior Group Technical Assistant	Technical Assistant II	TA2	90.00
Office Assistant	Technical Assistant I	TA1	77.00
Group Technical Assistant	Technical Assistant I	TA1	77.00
Intern - Technical	Technician I	T1	78.00

CONTRACTUAL SERVICE AGREEMENT

THIS AGREEMENT, made the _____ day of _____ 2024 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, 2024
TERMINATING ON:	December 31, 2024

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, it's 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 _____
Service Provider

Date: _____ BY _____
Jeff Leenhouts
Town Supervisor



Billing Rates:

Below are the representative hourly rates for 2024-2025

Standard Rates:

Project Manager	\$140
Environmental Wetland Specialist.....	\$100
Survey Manager	\$145
Surveyor (office).....	\$100

Survey Field Crew:

One man	\$95
Two man (when required).....	\$170

Prevailing Wage Rates:

Survey Field Crew:

One man	\$130*
Two man (when required).....	\$240*

*Subject to prevailing wage rate changes

CONTRACTUAL SERVICE AGREEMENT

THIS AGREEMENT, effective the 1st day of January, 2024, 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, hereinafter referred to as the “Service Provider” or the “Firm”:

WITNESSETH:

WHEREAS, the Town desires to continue 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 against various Town Boards, Officials and Employees, said fees to be approved by the Town Supervisor; and

WHEREAS, the Town desires the Scope of Service Provider’s services to include the services previously provided by the Town Attorney;

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 against Town Boards, officers, and employees.
4. **Term of Agreement.** The term of this Agreement shall be for six months, ending June 30, 2024. 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 Service Provider in equal monthly installments of \$9,500 per month upon receipt of proper voucher. In addition, the Town shall pay **\$195.00** per hour to the Service Provider for any legal work 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.
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.

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

Dated: _____

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

TOWN OF PENFIELD

By: _____
Peter J. Weishaar, Esq.
President

By: _____
Jeff Leenhouts, Supervisor

November 15, 2023

Mark Valentine, P.E.
Town Engineer
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 2024.

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 continue to be performed by a Sr. GIS Analyst. Our 2024 standard billing rate for this position will be \$155 per hour; subject to annual adjustment in 2025.

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



David M. Doyle, P.E.
Vice President

\\mrbgroup.prv\NewProjects\1610.13002.000\Admin\dsa-Penfield GIS - 2024.docx

Enclosure

PROPOSAL ACCEPTED BY TOWN OF PENFIELD:

Signature

Title

Date

**MRB GROUP, ENGINEERING, ARCHITECTURE, SURVEYING, D.P.C.
AGREEMENT FOR PROFESSIONAL SERVICES
STANDARD TERMS AND CONDITIONS**

A. TERMINATION

This Agreement may be terminated by either party with seven days' written notice in the event of substantial failure to perform in accordance with the terms hereof by one party through no fault of the other party. If this Agreement is so terminated, the Professional Services Organization (hereinafter referred to as P.S.O.) shall be paid for services performed on the basis of his reasonable estimate for the portion of work completed prior to termination. In the event of any termination, the P.S.O. shall be paid all terminal expenses resulting therefrom, plus payment for additional services then due. Any primary payment made shall be credited toward any terminal payment due the P.S.O. If, prior to termination of this Agreement, any work designed or specified by the P.S.O. during any phase of the work is abandoned, after written notice from the client, the P.S.O. shall be paid for services performed on account of it prior to receipt of such notice from the client.

B. OWNERSHIP OF DOCUMENTS

All original digital mapping, databases or other documents developed by the P.S.O. for the Client will become the property of the Client.

C. INSURANCE

The P.S.O. agrees to procure and maintain insurance at the P.S.O.'s expense, such insurance as will protect him and the client from claims under the Workmen's Compensation Act and from claims for bodily injury, death or property damage which may arise from the negligent performance by the P.S.O. or his representative.

D. INDEPENDENT CONTRACTOR

The P.S.O. agrees that in accordance with its status as an independent contractor, it will conduct itself with such status, that it will neither hold itself out as nor claim to be an officer or employee of the client, by reason hereof, and that it will not by reason hereof make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the client, including, but not limited to, Workmen's Compensation coverage, unemployment insurance benefits or Social Security coverage.

E. SUCCESSORS AND ASSIGNS

The client and the P.S.O. each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the client nor the P.S.O. shall assign, submit or transfer his interest in this Agreement without the written consent of the other.

F. INVOICES AND PAYMENT

Client will pay MRB Group, Engineering, Architecture, Surveying, D.P.C. for services in respect of the period during which Services are performed in accordance with the fee structure and work estimate set forth in the proposal. Invoices will be submitted on a periodic basis, or upon completion of Services, as indicated in the proposal or contract. All invoices are due upon receipt. Any invoice remaining unpaid after 30 days will bear interest from such date at 1.5 percent per month or at the maximum lawful interest rate, if such lawful rate is less than 1.5 percent per month. If client fails to pay any invoice when due, MRB may, at any time, and without waiving any other rights or claims against Client and without thereby incurring any liability to Client, elect to terminate performance of Services upon ten (10) days prior written notice by MRB to client. Notwithstanding any termination of Services by MRB for non-payment of invoices, Client shall pay MRB in full for all Services rendered by MRB to the date of termination of Services plus all interest and termination costs and expenses incurred by MRB that are related to such termination. Client shall be liable to reimburse MRB for all costs and expenses of collection, including reasonable attorney's fees.

G. P.S.O. NOT AN EMPLOYEE

The P.S.O. agrees not to hold himself out as an officer, employee or agent of the Owner, nor shall he make any claim against the Owner as an officer, employee or agent thereof for such benefits accruing to said officers, employees or agents.

2024 HOURLY RATES

(SUBJECT TO ANNUAL REVIEW)

Senior Managing Traffic Engineer	\$210
Senior Transportation Planner	\$140
Junior Traffic Engineer.....	\$100
Transportation Executive Assistant	\$105
Transportation Engineering Co-op / Intern.....	\$35

REIMBURSABLE EXPENSES

Mileage Reimbursement.....	IRS Federal Mileage Rate
Car rentals, hotels, etc	As Needed

TOWN OF PENFIELD

PURCHASING POLICIES



FINANCE DEPARTMENT
2024

**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 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.

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 RESPONSE 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 REPOSE 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 REPOSE 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 head then coordinates with the Town Clerk to advertise the chosen bid opening date. This date is contingent upon public posting of the bid and other legal requirements, which are described below.
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. 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 recommendation to the Town Board for 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. 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. Solicitation of bid notice is published
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 all other purchases except professional services/consultants 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. There is no similar exception to competitive bidding for federal GSA contracts or contracts of other local governments. 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.

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 State Law.

Article 8 – Construction and Repair Services

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.

Article 9 – Building Services

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 can 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 are required 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 PURCHASING? :

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 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.

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.

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 to 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

TOWN OF PENFIELD
Petty Cash Policy

The Petty Cash Account is established to reimburse employees for minor expenses (\$20 or less) that are either incurred or purchased for official Town business. Petty cash is a sum of money set aside for minor disbursements for which the issuance of a formal voucher would be impractical. Employees may request reimbursement for items up to \$20.00 from the Petty Cash Account for items purchased or expenses incurred for official business of the Town of Penfield. Incidental expense examples allowed through petty cash are: Registered mail, postage, emergency supplies, tolls, parking fees, etc. The Petty Cash Account may not be used for personal cash advances even if secured by check or other I.O.U.

The Town has established Petty Cash Account for the following office in the designated amount:

Comptroller/Finance Office

\$200.00 Petty Cash

Procedures:

- A. An employee is eligible to receive reimbursement for an official Town purchase or expense (\$20.00 or less) after furnishing an original, itemized, dated receipt and Town's Petty Cash Voucher form to the Comptroller.
- B. In special circumstances when a receipt is not available, reimbursement from the petty cash funds for expenses incurred may be approved by the Comptroller or Town Supervisor.
- C. By rule, cash advances are not allowed. However, mitigating circumstances may arise when the Supervisor may choose to approve the release of petty cash for official Town business before the expense has been incurred (e.g., coin-operated car wash, registration cost for local one-day business meeting).
- D. The Comptroller will verify the information on the receipt against the requested amount of cash before fulfilling the reimbursement request including the operating account in which the expense should be recorded. The recipient will sign the petty cash slip to confirm receipt.
- E. On a quarterly basis, the Comptroller will reconcile the account to verify that remaining cash plus attached receipts equal the authorized petty cash amount. Another employee will confirm the reconciliation.
- F. After the reconciliation, the Comptroller will request to replenish the funds. The Town Supervisor will approve the replenishment of the cash needed and the request will be sent to M&T.
- G. The Supervisor or designee will conduct periodic petty cash audits to ensure proper management of the fund.

Updated 1/3/2024

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 Chairman. 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. Additions and Deletions to Agenda
5. Approval of Minutes of Prior Meeting
6. Petitions Received
7. Resolutions by Function
 - a) Law & Finance
 - b) Public Works
 - c) Public Safety
 - d) Community Services
8. Old Business
9. New Business
10. 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. Where not inconsistent with the Law of New York as contained in the Town Law, and elsewhere, or inconsistent with these rules, 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 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 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 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 and/or the Town Attorney 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.

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 professional 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 Chair 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 recognized to speak a second time by the Chair only after everyone who wishes to speak a first time has spoken.

I. Penfield Town Board agendas provide a segment of time for citizens to speak. Public Participation is allowed early on the agenda. Persons may speak on any subject and are not confined to items on the agenda.

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" and "H" apply to Public Hearings, as well as to Town Board Meetings. Rule "H" applies only to Public Hearings, whereas Rules "F" and "I" do not apply to Public Hearings, as persons present are expected to express opinions and ask questions. A Public Hearing is not a legislative session.

V. 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.

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. EXECUTIVE ORDER COMPLIANCE

Due to the public health concerns created by the ongoing pandemic, meetings may be conducted remotely as may be permitted or required by applicable law and/or executive order, and such meetings will be recorded and broadcast live on the Town of Penfield website at www.penfield.org and on the Town's Government Access Channel 1303.

Effective: January 3, 2024

Penfield Town Court

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

TOWN JUSTICE
PAULA C. METZLER

CHIEF COURT CLERK
ELYSE K. VOIGT
EVOIGT@NYCOURTS.GOV
585-340-8723

TOWN JUSTICE
JAMES P. MULLEY, JR.

COURT CLERK
KIRSTEN SHEPANSKI
KSHEPANSKI@NYCOURTS.GOV
585-340-8624

Agreement made this 1 day of January, 2024 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 at a two-hour minimum rate of \$200.00 and an additional rate of \$70.00 per hour thereafter. Hours are flexible as agreed by Independent Contractor and Town Justices. Payments are to be made upon presentation of proper vouchers.
2. Monthly, 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.
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, 2024.

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
Jeff Leenhouts

Paula Metzler
Penfield Town Justice

James P. Mulley Jr.
Penfield Town Justice