

TOWN OF PENFIELD

3100 Atlantic Avenue, Penfield, NY 14526-9798

TOWN BOARD LEGISLATIVE AGENDA

Wednesday, June 3, 2026 6:30 PM

Supervisor Berry, presiding

- I. Call to Order - Pledge of Allegiance - Roll Call
- II. Communications and Announcements
- III. Public Hearing:
- IV. Public Participation
 - a. Active Transportation Plan Comments
 - b. General Comments
- V. Additions and Deletions to Agenda
- VI. Approval of Minutes - May 6, 2026
- VII. Petitions
- VIII. Resolutions by Function

Law and Finance

- 26T-106 Authorization of 2026 Budget Amendments for the Library Fund
- 26T-107 Authorization to Accept Standard Work Day Report for Elected and Appointed Officials
- 26T-108 ~~Authorization of 2026 Budget Amendments for the Library Fund~~
- 26T-109 Authorization of 2026 Budget Amendments and Additional Appropriations for from the General Fund Balance and Highway Fund Balance
- 26T-110 Budget Transfers for the General Fund
- 26T-111 Acceptance of Financial Statements and Independent Auditor's Reports for 2025 and Filing of the NYS Annual Update Document (AUD)
- 26T-112 Acceptance of a Donation of a Custom Art Piece
- 26T-113 Authorize the Supervisor to Sign an Intermunicipal Agreement with the Penfield Central School District
- 26T-114 Adopting the Pro-Housing Pledge

Public Works

- 26T-115 Awarding the Contract for the Purchase and Installation of a Metal Roof on the Whalen Road Barn

Public Safety

Community Services

- IX. Old Business:
- X. New Business
- XI. Public Participation
- XII. Next Meeting: July 1, 2026
- XIII. Adjournment

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

TOWN BOARD LEGISLATIVE AGENDA

This meeting will be video recorded and broadcast LIVE via the town's website www.penfield.org and the Town's Government Access Cable Channel 1303.

Questions regarding video coverage contact Penfield TV at (585) 340-8661.

PENFIELD TOWN BOARD RESOLUTION NO. 26T-106 DATE: 6/03/2026

BY: Councilperson Getz COMMITTEE: Law and Finance

NAME: **Authorization of 2026 Budget Amendments for the Library Fund.**

WHEREAS, the Town Board desires to have a 2026 budget that ensures the continued provision of services for Penfield residents; and

WHEREAS, the Penfield Public Library has received a grant of \$10,000 to support a Bestselling Author Event; and

WHEREAS additional appropriations and budget adjustments have been identified as necessary to provide for a Bestselling Author Event;

NOW BE IT RESOLVED that the following 2026 budget amendments and additional budget appropriations be approved:

GL ACCOUNT	DESCRIPTION	CURRENT BUDGET	PROPOSED	VAR.	
L00-7410-0004-4078	PROGRAMMING	\$ -	\$ 10,000.00	\$ 10,000.00	AUTHOR EVENT
TOTAL				\$ 10,000.00	

Moved: _____

Seconded: _____

Vote:

Berry _____

Dean _____

Getz _____

Lang _____

Teglash _____

PENFIELD TOWN BOARD RESOLUTION NO. 26T-107

Date: June 3, 2026

BY: Cm Getz

Law and Finance COMMITTEE

NAME: Authorization to Accept Standard Work Day Report for Elected and Appointed Officials

BE IT RESOLVED, that based on the logs kept by elected officials for three (3) months, their New York State Retirement will be credited for service time worked as per the attached form, RS 2417-A; and

BE IT FURTHER RESOLVED, as required by New York State and Local Employees' Retirement System, the Standard Work Day and Reporting Resolution for Elected and Appointed Officials (RS 2417A) will be available to the public via the Town's Website and posted on the official signboard of the Town for a minimum of thirty (30) days after the resolution is adopted.

Moved: _____

Seconded: _____

Vote: Berry _____

Dean _____

Getz _____

Lang _____

Teglash _____

BY: Councilperson Getz COMMITTEE: Law and Finance

NAME: Authorization of 2026 Budget Amendments and Additional Appropriations for from the General Fund Balance and Highway Fund Balance.

WHEREAS, the Town Board desires to have a 2026 budget that ensures the continued provision of services for Penfield residents; and

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

NOW BE IT RESOLVED that the following 2026 budget amendments and additional budget appropriations be approved:

GL ACCOUNT	DESCRIPTION	CURRENT BUDGET	PROPOSED	VAR.
A00-7510-0004-4055	DAYTONS SCHOOL COORDINATOR	\$ 3,167.62	\$ 4,100.00	\$ 932.38
A00-1430-0004-4082	PAYROLL CONTRACTUAL SERVICES	\$ 22,859.00	\$ 61,250.00	\$ 38,391.00
A00-1680-0004-4008	BAS SOFTWARE	\$ 24,515.00	\$ 55,275.00	\$ 30,760.00
A00-1680-0004-4024	RECREATION SOFTWARE	\$ 6,500.00	\$ 8,000.00	\$ 1,500.00
A00-1430-0004-4045	MEDICAL EXAMINATIONS	\$ 7,500.00	\$ 8,500.00	\$ 1,000.00
A00-6772-0001-1012	PROGRAMS FOR SENIORS PT STAFF	\$ -	\$ 8,900.00	\$ 8,900.00
DA0-5142-0001-1014	SNOW & ICE OVERTIME	\$ 70,000.00	\$ 150,000.00	\$ 80,000.00
DA0-5142-0004-4102	SALT	\$ 381,046.19	\$ 425,000.00	\$ 43,953.81
TOTAL				\$ 205,437.19

Moved: _____

Seconded: _____

Vote:

Berry _____

Dean _____

Getz _____

Lang _____

Teglash _____

PENFIELD TOWN BOARD RESOLUTION NO. 26T-110

DATE: 6/3/2026

BY: Councilperson Getz COMMITTEE: Law and Finance

NAME: **Budget Transfers for the General Fund**

WHEREAS, the Town Board desires to have an up-to-date budget in relation to current income and expenditures,

NOW BE IT RESOLVED that the following 2026 budget transfers be approved:

TRANSFERS					
From		Amount	To		Amount
A00-7110-0001-1013	SEASONAL STAFF - PARKS DEPT	\$ 25,250.00	A00-1620-0001-1014	FACILITIES OVERTIME	\$ 25,250.00
A00-3510-0001-1011	ACO FULL TIME STAFF	\$ 5,000.00	A00-3510-0001-1014	ACO OVERTIME	\$ 5,000.00
A00-3410-0001-1011	FIRE MARSHALL FULL TIME STAFF	\$ 300.00	A00-3410-0001-1014	FIRE MARSHALL OVERTIME	\$ 300.00
A00-6772-0001-1011	PROGRAMS FOR SENIORS FT STAFF	\$ 20,900.00	A00-6772-0001-1012	PROGRAMS FOR SENIORS PT STAFF	\$ 20,900.00

Moved: _____

Seconded: _____

Vote:

Berry _____

Dean _____

Getz _____

Lang _____

Teglash _____

PENFIELD TOWN BOARD RESOLUTION NO. 26T-111 DATE: June 3,2026

BY: Councilperson Getz

COMMITTEE: Law and Finance

NAME: **Acceptance of Financial Statements and Independent Auditor’s Reports for 2025 and filing of the NYS Annual Update Document (AUD)**

WHEREAS, the Town of Penfield engaged the services of Bonadio & Co., LLP to prepare financial statements and an independent auditor’s report for the fiscal year 2025 as well as assisting in the preparation of the AUD, and

WHEREAS, the Town Board has reviewed said statements and reports and finds all information to be in order,

NOW THEREFORE BE IT RESOLVED, the Town Board hereby accepts the financial statements as prepared by Bonadio & Co., LLP for 2025, and acknowledges the filing of the AUD with the New York State Comptroller. Copies of said documents will be filed in the office of the Town Clerk and posted on the Town’s website.

Moved: _____

Seconded: _____

Vote:

Berry _____

Dean _____

Getz _____

Lang _____

Teglash _____

PENFIELD TOWN BOARD RESOLUTION No. 26T-112 Date: June 3, 2026

BY: Councilperson Getz

COMMITTEE: Law and Finance

NAME: Acceptance of a Donation of a Custom Art Piece

WHEREAS, local artist Nancy Gong has donated a custom etched glass art piece to the Town of Penfield, valued at approximately \$4,000.

NOW THEREFORE BE IT RESOLVED, the Town Board acknowledges this generous gift and looks forward to displaying it in the hallway of the Town Hall.

Moved: _____

Seconded: _____

Vote:

Berry _____

Dean _____

Getz _____

Lang _____

Teglash _____

PENFIELD TOWN BOARD RESOLUTION NO. 26T-113

DATE June 3, 2026

BY: Councilperson Getz

COMMITTEE: Law and Finance

NAME: Authorize the Supervisor to sign an Intermunicipal Agreement with the Penfield Central School District

WHEREAS, the Town of Penfield, wishes to continue obtaining fuel for the Town fleet on an as needed basis from the Penfield Central School District; and

WHEREAS, the Penfield Central School District Transportation Facility includes a fueling depot and the parties have determined that the cooperative use of this fueling will afford mutual advantages in terms of convenience and cost efficiencies; and

NOW, THEREFORE, BE IT RESOLVED, that the Town Supervisor is hereby authorized to sign an Intermunicipal Agreement with the Penfield Central School District for the term of July 1, 2026 through June 30, 2027, to be reviewed and approved by the Town Attorney.

Moved: _____

Seconded: _____

Vote:

Berry _____

Dean _____

Getz _____

Lang _____

Teglash _____

PENFIELD TOWN BOARD RESOLUTION NO. 26T-114 DATE: June 3, 2026

BY: Councilperson Getz

COMMITTEE: Law and Finance

NAME: Adopting the Pro-Housing Community Pledge

WHEREAS, the Town of Penfield (hereinafter “local government”) believes that the lack of housing for New York residents of all ages and income levels negatively impacts the future of New York State’s economic growth and community well-being; and

WHEREAS, the housing crisis has negative effects at regional and local levels, we believe that every community must do their part to contribute to housing growth and benefit from the positive impacts a healthy housing market brings to communities; and

WHEREAS, we believe that supporting housing production of all kinds in our community will bring multiple benefits, including increasing housing access and choices for current and future residents, providing integrated accessible housing options that meet the needs of people with sensory and mobility disabilities, bringing economic opportunities and vitality to our communities, and allowing workers at all levels to improve their quality of life through living closer to their employment opportunities; and

WHEREAS, we believe that evidence showing that infill development that reduces sprawl and supports walkable communities has significant environmental and public health benefits; and

WHEREAS, we believe that affirmatively furthering fair housing and reducing segregation is not only required by law but is essential for keeping our community strong and vibrant.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Town of Penfield, in order to take positive steps to alleviate the housing crisis, adopts the Pro-Housing Communities pledge, which will have us endeavor to take the following important steps:

1. Streamlining permitting for multifamily housing, affordable housing, accessible housing, accessory dwelling units, and supportive housing.
2. Adopting policies that affirmatively further fair housing.
3. Incorporating regional housing needs into planning decisions.
4. Increasing development capacity for residential uses.
5. Enacting policies that encourage a broad range of housing development, including multifamily housing, affordable housing, accessible housing, accessory dwelling units, and supportive housing.

Moved: _____

Seconded: _____

Vote:

Berry _____

Dean _____

Getz _____

Lang _____

Teglash _____

PENFIELD TOWN BOARD RESOLUTION NO. 26T- 115

DATE: June 3, 2026

BY: Councilperson Lang

COMMITTEE: Public Works

NAME: Awarding the contract for the Purchase and Installation of a Metal Roof on the Whalen Road Barn

WHEREAS, sealed bids were sought and requested in a manner prescribed by law to furnish the Department of Public Works with a service contract that would provide the Town of Penfield with the purchase and installation of a Metal Roof on the Whalen Road Barn,

AND WHEREAS, on April 2, 2026, at 11:00am local time the following sealed bids were received, opened, and read publicly from the following list of suppliers:

Harvey Strassner Contracting
Sierra Contractors Corp

AND WHEREAS, the bid received from Harvey Strassner Contracting was the lowest bid and meets the expectations and specifications of the bid package for a total cost of \$38,440.00,

AND WHEREAS, the Town Board approves appropriation of \$38,440.00 from the 2026 Department of Public Works Budget (A00-1620),

NOW, THEREFORE, BE IT RESOLVED, that a contract be and hereby is awarded to: Harvey Strassner Contracting, 3035 Ridgeway Avenue, Rochester, NY 14606, to provide and install a Metal Roof on the Barn at 745 Whalen Road. This resolution and the bid submitted by Harvey Strassner Contracting shall constitute the contract. This agreement to be reviewed and approved by the Town Attorney.

Moved: _____

Seconded: _____

Vote:

Berry	_____
Dean	_____
Getz	_____
Lang	_____
Teglash	_____

NEW BUSINESS

PENFIELD TOWN BOARD RESOLUTION NO. 26T-116 DATE: June 3, 2026

BY Councilperson Getz

COMMITTEE: Law & Finance

NAME Appointment of Auto Mechanic Foreman Full-Time

WHEREAS, The Town of Penfield has a vacancy for Auto Mechanic Foreman Full-time; and

WHEREAS, The Town Supervisor and Town Board have reviewed and considered all candidates who applied for this position; and

WHEREAS, all Monroe County Civil Service and Town of Penfield fair hiring procedures have been followed; and

NOW, THEREFORE, BE IT RESOLVED, that Rocco Bianchi, be given a probationary appointment as Auto Mechanic Foreman full-time in the Public Works Department at an hourly rate established by the Town Board and in accordance with Town Policies effective June 8, 2026.

Moved: _____

Seconded: _____

Vote:

Berry _____

Dean _____

Getz _____

Lang _____

Teglash _____

NEW BUSINESS

PENFIELD TOWN BOARD RESOLUTION NO. 26T-117 DATE: June 3, 2026

BY Councilperson Getz

COMMITTEE: Law & Finance

NAME Appointment of Full-Time Laborer - Sewer Division – Public Works

WHEREAS, The Town of Penfield has a vacancy for Sewer Laborer Full-time; and

WHEREAS, The Town Supervisor and Town Board have reviewed and considered all candidates who applied for this position; and

WHEREAS, all Monroe County Civil Service and Town of Penfield fair hiring procedures have been followed; and

NOW, THEREFORE, BE IT RESOLVED, that Joshua Pinaire, be given a probationary appointment as Laborer full-time in the Public Works Department (Sewer Division) at an hourly rate established by the Town Board and in accordance with Town Policies effective June 8, 2026.

Moved: _____

Seconded: _____

Vote:

Berry _____

Dean _____

Getz _____

Lang _____

Teglash _____

NEW BUSINESS

PENFIELD TOWN BOARD RESOLUTION NO. 26T- 118 DATE: June 3, 2026

BY: Councilperson Getz

COMMITTEE: Law and Finance

NAME: Authorizing the Conveyance of Burial Plots Back to Oakwood Cemetery

WHEREAS, the Town Board has ownership rights in twenty four (24) unused burial plots at Oakwood Cemetery (the “Burial Plots”); and

WHEREAS, the Burial Plots were acquired for the burial of indigent persons; and

WHEREAS, in accordance with the Rules & Regulations of Oakwood Cemetery, the Town is not permitted to allow internments in the Burial Plots for compensation; and

WHEREAS, the Town Board has determined that the Burial Plots should be conveyed back to Oakwood Cemetery.

NOW, THEREFORE, BE IT RESOLVED, the Town Board hereby authorizes the conveyance of the Burial Plots back to Oakwood Cemetery, and the Supervisor is authorized to execute any documents required to effectuate the conveyance.

This resolution is adopted subject to a permissive referendum and the Town Clerk be and hereby is directed to post and publish a notice in the manner prescribed by law.

Moved: _____

Seconded: _____

Vote:

Berry _____

Dean _____

Getz _____

Lang _____

Teglash _____



Friends & Foundation *of the* Rochester Public Library

115 South Avenue ~ Rochester, NY 14604 ~ 585.428.8325

FFRPL Grant Acceptance Letter for:

**Penfield Public Library
1985 Baird Road
Penfield, NY 14526**

February 19, 2026

For 2026, if conditions are met, **Penfield Public Library** will receive a grant from the FFRPL *Tummonds Fund* using a proportional allocation of available funds, based on a **rolling 3-year average of the library's Total Circulation as reported in the NYS Library Annual Report** for 2022-2024.

In addition, **Penfield Public Library** and its Board of Directors must certify by signing this document below that it is a **tax supported public library or association library**, and that is eligible to receive FFRPL *Tummonds Fund* grants by meeting the following conditions:

- A. **Any FFRPL *Tummonds Fund* grants we receive will be used only as a SUPPLEMENT to our typical materials budget**, and we understand future annual grants may be reduced or even eliminated if our library reduces its annual books/materials budget in anticipation of a grant.
- B. We will only purchase the following types of approved **supplemental** reading materials loaned to the public with FFRPL *Tummonds Fund* grants:
 - 1) **printed books, 2) electronic books (or their equivalent) and 3) audio books (in any media).**

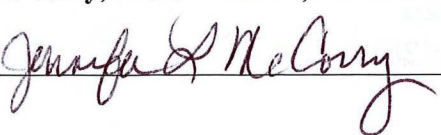
We also agree our selection of printed/electronic/audio books purchased with these funds will follow these principles:

- 1) They should serve the largest segment of the general population as possible;
 - 2) They should be chosen in a wide variety of subject areas, formats and types/genres;
 - 3) Book selection will be the responsibility of professional librarians at each Eligible Library (including professional staff who may not hold an MLS / MLIS degree);
 - 4) All books must be written in the English language;
 - 5) FFRPL *Tummonds Fund* grants will NOT be used to purchase reference books, magazine subscriptions or other reading materials that are not circulated. Regarding electronic/audio books, we agree to not use funds for experimental or developmental purposes, but only for technologies that are widely accepted/publicly available.
- C. **Our library will establish a separate and exclusive FFRPL *Tummonds Fund* record, tracking annually each grant received and all expenditures made from the Fund**, in order to provide an annual report to the FFRPL *Tummonds Fund* Committee.
 - D. The FFRPL *Tummonds Fund* is a confidential fund of the Friends & Foundation of the Rochester Public Library. **FFRPL is the granting organization for ongoing accounting purposes, for internal library discussion, and for general public reference.** The Fund itself SHALL NOT be mentioned by name to the general public, nor referenced in press releases to the media (including newsletters, newspapers, magazines, radio, television or the internet), and no bookplates may be placed in books purchased with Fund monies. **However, reference to FFRPL is allowed.**

These conditions must be met each year to remain eligible to receive an FFRPL *Tummonds Fund* grant. Please sign the following page to acknowledge Penfield Public Library's acceptance of the grant funds and agreement to abide by the conditions above. This year's grant amount for Penfield Public Library is \$52,163.97.

Penfield Public Library agrees to accept a grant in the amount of \$52,163.97 and abide by the conditions of the FFRPL *Tummonds Fund*.

Jennifer McCorry, Board President, Penfield Public Library

Signature:  Date: 2/23/26

Rhonda Rossman, Director, Penfield Public Library

Signature:  Date: 2/19/26

Please sign and return a copy of this grant acceptance agreement by March 31st to:

Friends & Foundation of the Rochester Public Library
115 South Ave.
Rochester, NY 14604

AGREEMENT BETWEEN
TOWN OF PENFIELD
AND
PENFIELD CENTRAL SCHOOL DISTRICT
FOR THE PERIOD OF
JULY 1, 2026 THROUGH JUNE 30, 2027

INTERMUNICIPAL AGREEMENT

This Agreement which shall be deemed to be dated as of the date the last party executed this Agreement, between and among the Town of Penfield, a municipal corporation with offices at 3100 Atlantic Avenue, Penfield, New York 14625, and the Penfield Central School District, having its offices and place of business at 2590 Atlantic Avenue, Rochester, New York 14625 (hereinafter referred to as “the District”).

WITNESSETH:

WHEREAS, the Town of Penfield is desirous of obtaining certain refueling services of its vehicles from the District; and

WHEREAS, the District has fueling depots (hereinafter “the **Depots**”) at 2075 Five Mile Line Road, in the Town of Penfield, and 1340 Jackson Road, in the Town of Webster, and the parties have determined that the cooperative use of the Depots will afford mutual advantages in terms of convenience and cost efficiencies; and

WHEREAS, the District is willing to allow such vehicular refueling at the Depots; and

WHEREAS, the Town of Penfield has authorized the execution of this Intermunicipal Agreement with the District for the services specified herein; and

WHEREAS, the Board of Education of the Penfield Central School District has authorized execution of this Intermunicipal Agreement with the Town of Penfield for such services.

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

1. SCOPE OF VEHICULAR REFUELING AVAILABILITY.

- A. During the term of this Agreement, the Town of Penfield may purchase fuel for vehicles owned or operated by the Town of Penfield from the Depots. The Town of Penfield is under no obligation to purchase a minimum amount of fuel in any period. The District shall retain the right to prohibit any purchase by the Town of Penfield at any time or times when, in District’s sole discretion, District reasonably determines that any such sale would or might detrimentally affect the availability of fuel to District for District’s vehicles.

- B. The District shall not be responsible for providing any personnel to refuel any vehicle and the Town of Penfield shall not at any time request any District personnel to refuel any Town of Penfield vehicle. Any and all refueling of Town of Penfield vehicles will be performed by representatives of the Town of Penfield. No such representative shall refuel any Town of Penfield vehicle until that representative has first been instructed by the District as to the operation of the refueling equipment at the Depots, including

- unlocking and locking procedures, and including the written or electronic documentation of fuel purchases (including the amount of each purchase, time and date of each purchase, license plate number of each vehicle refueled, name of the employee performing the refueling, and such other reasonable information as the District may require).
- C. The District will undertake reasonable efforts to make the Depots accessible to the Town of Penfield twenty-four (24) hours per day each day of the calendar year, but the District shall, at all times, retain the right to limit or preclude accessibility at any time or times based on weather, security, safety or other concerns as determined in District's sole discretion.
 - D. The parties agree that the fueling needs of District shall at all times take priority. The Town of Penfield shall at all times cooperate with District to minimize any inconvenience, delay or hindrance to the District in the refueling of District vehicles. The Town of Penfield shall make all reasonable efforts to avoid the use of the Depots at times that would interfere with the needs of the District and shall at no time interfere with or hinder or delay the refueling of any District school bus (or other vehicle used for the transportation of students) or snow clearing or maintenance vehicle. Upon request, the District shall provide the Town of Penfield with schedules or estimates of the known or regularly expected times of refueling of District vehicles.
 - E. The Town of Penfield acknowledges that the District's priority is its own fueling needs. District shall, however, use reasonable efforts to have available sufficient quantities of regular unleaded gas and diesel fuel to meet the anticipated needs of the Town of Penfield. The Town of Penfield shall supply the District with written estimates of its fuel needs on at least a monthly basis and shall promptly notify District whenever it anticipates that its actual needs will exceed those amounts by five percent (5%) or more. In no event, however, shall District be liable for any costs, damage or expense, including consequential damages, by reason of any failure to have sufficient quantities of fuel on hand or to have the Depots available to the Town of Penfield.
 - F. The Town of Penfield shall have no responsibility for the maintenance or repair of the Depot except for damage caused by intentional or negligent acts or omissions made by Town of Penfield personnel. The maintenance and repair of the Depots shall otherwise lie solely with the District as the District shall determine in its sole discretion. It is anticipated that the District shall maintain and keep the Depots available for the term of this Agreement, but District shall at all times retain the right, in its sole discretion, to modify or close the Depots for a temporary period or permanently. District shall have no liability whatsoever to the Town of Penfield on account of any modification or closing.
 - G. In the interest of protecting its own vehicles, the District is expected to protect the fuel tanks and equipment at the Depots from damage and from water infiltration into fuel. It is anticipated that the District shall take reasonable steps in pursuit of such protection, but in no event shall the District be liable to the Town of Penfield on account of any

damage resulting from water infiltration into fuel or any malfunction of the Depots equipment. The District shall take reasonable steps to promptly notify the Town of Penfield of any water infiltration or damage to equipment that it determines may make refueling of vehicles dangerous or unsafe. The Town of Penfield shall immediately notify the District both by telephone and in writing of the discovery of any condition or defect at the Depots that requires repair or warrants investigation.

- H. The responsibility and cost of keeping the Depots clear of snow so as to permit access to the Depots shall rest solely with District. The District anticipates using reasonable efforts to clear snow in a reasonably prompt manner so as to maximize accessibility to the Depots, but in no event shall the District be liable to the Town of Penfield on account of the inaccessibility of the Depots due to snow or ice cover or any other condition.
- I. All parties shall work cooperatively to implement and use such security measures relating to the use of the Depots as the District may from time to time require.
- J. The District represents that it has legal authority to operate the Depots.
- K. The Town of Penfield acknowledges that District has disclosed the capacity of the Depots, the District's fueling needs, and the general parameters of the District's times for refueling its vehicles. The Town of Penfield represents that its refueling needs are compatible with the District's capacity, needs, and scheduling, and the Town of Penfield will not request refueling which is inconsistent with that capacity, those needs and that scheduling.

2. TERM OF AGREEMENT.

- A. The term of this Agreement shall be for a period July 1, 2026, through June 30, 2027. The parties agree to confer with each other before the expiration of the contract term to discuss whether or not the parties mutually wish to renew this Agreement and, if so, with or without modifications.
- B. This Agreement shall remain in effect for the term specified in paragraph 2.A. unless it is terminated by either the Town of Penfield or the District upon sixty (60) days prior written notice sent by registered or certified mail to the Town of Penfield or the District, as is appropriate. Notice shall be sent to the respective parties at the addresses set forth at the beginning of this Agreement or at such other address as specified in writing by the party.
- C. Upon termination of this Agreement, the District shall have no further responsibility the Town of Penfield or to any other person with respect to the matters covered by this Agreement. Upon termination of this Agreement, the Town of Penfield shall be obligated to pay the District for any and all fuel which it has obtained from the District. Following such payment, the Town of Penfield shall have no obligation to purchase additional fuel from the District regardless of whether or not the District has purchased

fuel in anticipation of the Town of Penfield purchasing fuel from District for any time or times.

3. PAYMENT.

- A. The District will bill the Town of Penfield on a monthly basis and shall submit a voucher that documents the actual fuel usage and cost per month; the Town of Penfield shall then authorize the payment of said bill which will be paid to the District within thirty (30) days from receipt of the voucher by the Town of Penfield. The voucher, or an accompanying report, will list the actual amount of fuel purchased and the cost per gallon. The District acknowledges that failure to abide by these requirements could result in the delay of payment to the District. The Town of Penfield shall promptly render all reasonable service or assistance requested by the District in connection with the completion of the vouchers and any other paperwork. The Town of Penfield shall approve or take any other action required to process vouchers.
- B. The parties acknowledge that the District purchases its fuel from the New York State Contract. The cost of fuel shall be computed separately for regular unleaded gasoline and for diesel fuel (including all additives). The per gallon charge of fuel obtained during any month shall be fixed on the last day of that month. The per gallon charge shall be computed by the District as the average cost per gallon of all fuel delivered to District during that month. The District retains the right, however, in its sole discretion, to instead compute the cost of fuel based on the average cost of fuel delivered to District on a weekly basis. Should the District determine to calculate cost based on a weekly rather than a monthly average basis, the District shall provide the Town of Penfield with written notice (which may be delivered by facsimile) at least forty-eight (48) hours in advance. The Town of Penfield shall pay to the District an amount equal to the cost of fuel for the current period as calculated above plus ten cents (\$.10) per gallon. The Town of Penfield shall not be obligated to make any other payment on account of fuel purchases or use of, or access to, the Depots except in accordance with paragraph 6 of this Agreement.
- C. The District shall comply with all reasonable requests by the Town of Penfield to audit records relating to fuel purchases and payments under this Agreement.

4. MODIFICATION/AMENDMENTS.

This Agreement may, pursuant to Section 119-o of the General Municipal Law, be amended, modified, or clarified during the term of this Agreement, but no such amendment, modification, or clarification shall be made except in writing duly executed by the Town of Penfield and the District.

5. INSURANCE.

- A. The District shall, at its own expense, procure and maintain during the term of this Agreement a policy or policies of insurance providing for general liability coverage

(including, without limitation, contractual liability) with limits of liability in the amount of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) aggregate coverage. The District shall provide proof of such coverage, including naming the Town of Penfield as additional insured on a primary, non-contributory basis (with waiver of subrogation) with respect to its activities under, or in connection with, the matters covered by this Agreement: namely, refueling by the Town of Penfield at the Depots. Such insurance shall not be cancelled or amended without thirty (30) days prior written notice to the Town of Penfield.

- B. The Town of Penfield shall, at its own expense, procure and maintain during the term of this Agreement a policy or policies of insurance providing for general liability coverage (including, without limitation, contractual liability) with limits of liability in the amount of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) aggregate coverage. Upon request the Town of Penfield, shall provide proof of such coverage, including the District as additional insured with respect to its activities under, or in connection with, the matters covered by this Agreement: namely, refueling by the Town of Penfield at the Depots. Such insurance shall not be cancelled or amended without thirty (30) days prior written notice to the District.
- C. The District shall not be liable the Town of Penfield for any cost, damage or expense of any kind or nature whatsoever, including, without limitation, consequential damages, incurred as the result of any impurity or contamination of any fuel or of any failure of quality or grade, or mislabeling of any fuel, whether due to any act or omission of District, the supplier of the fuel, the refiner of the fuel, or any other person or entity.

6. MUTUAL INDEMNIFICATION.

The Town of Penfield and the District each agree to indemnify and hold harmless the other from any and all liability in connection with any act or omission with respect to the use of the Depots, refueling, or any other matter arising out of or in connection with this Agreement, including, but not limited to, liability for personal injury, wrongful death or property damage and including costs (including attorneys' fees) of the defense of any claim or action; provided, however, that either party shall have the right, in its sole discretion, to either obtain and provide such defense on its own and to obtain reimbursement from the indemnifying party or to demand that the indemnifying party directly provide such defense. However, neither party shall be required to indemnify the other for any damage or loss arising out of any negligent acts or willful misconduct of the other party.

7. CONTRACTUAL RELATIONSHIP.

The relationship between the District and the Town of Penfield under this Agreement is a contractual relationship between distinct entities, neither controlling nor subservient to the other. The District, its Board members, officers, employees and agents are not, and shall not, hold themselves out to be, or claim to be, officers or employees of the Town of Penfield or make claim to any rights accruing under such capacities. Neither shall the Town of Penfield, its elected or

appointed officials, officers, employees and agents hold themselves out to be, or claim to be, officers, employees, or agents of the District or make any claim to any rights accruing under those capacities. This Agreement provides only for access to the Depots and the purchase of fuel and no member, official, officer, employee or agent of any party shall provide any service with respect to the act of refueling or maintenance or repair of facilities or vehicles to any other party.

8. EXECUTORY NATURE OF CONTRACT.

This Agreement shall be deemed executory only to the extent of the funding available and the Town of Penfield shall not incur any liability beyond the funds annually budgeted therefor.

9. NO ASSIGNMENT WITHOUT CONSENT.

The parties shall not, in whole or in part, assign, transfer, convey, sublet, mortgage, pledge, hypothecate, grant any security interest in, or otherwise dispose of this Agreement or any of its right, title or interest herein or its power to execute the Agreement, or any part thereof to any person or entity without the prior written consent of either party.

10. AUDIT.

The Town of Penfield shall, upon request of the District, provide the District such documentation, records, information and data and response to such inquiries as the District may deem necessary or appropriate and shall fully cooperate with internal and/or independent auditors designated by the District and permit such auditors to have access to, examine and copy all records, documents, reports and financial statements as the District deems necessary to assure or monitor payments to the District under this Agreement.

The District's right of inspection and audit pursuant to this Agreement shall survive the payment of monies due to the District and shall remain in full force and effect for a period of three (3) years after the close of the District's fiscal year in which any funds or payment was received from the County under this Agreement.

11. NON-DISCRIMINATION.

The Town of Penfield agrees that in carrying out its activities under the terms of the Agreement that it shall not discriminate against any person due to such person's age, marital status, disability, genetic predisposition or carrier status, race, color, creed, sexual orientation, sex or national origin, and that at all times it will abide by the applicable provisions of the Human Rights Law of the State of New York as set forth in Section 290-301 of the Executive Law of the State of New York.

12. GENERAL PROVISIONS.

This Agreement constitutes the entire Agreement between the District and the Town of Penfield and supersedes any and all prior Agreements between the parties hereto for the services

herein to be provided. The Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard or reference to its conflict of law principles.

13. MISCELLANEOUS.

The Town of Penfield agrees to comply with all confidentiality and access to information requirements in Federal, state and local laws and regulations.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the last day and year written below.

TOWN OF PENFIELD

By: _____

PENFIELD CENTRAL SCHOOL DISTRICT

By: _____
Dr. Tasha Potter
Superintendent of Schools

State of New York)
)
Town of Penfield) ss:

On the ____ day of _____ in the year 2026 before me, the undersigned, a Notary Public in and for said State, personally appeared KEVIN BERRY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signatures on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

State of New York)
)
Penfield Central School District) ss:

On the ____ day of _____ in the year 2026 before me, the undersigned, a Notary Public in and for said State, personally appeared TASHA POTTER, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public