

This Sweden Town Board Meeting agenda packet is in development and as such is not to be construed as complete at the time of its New York State-mandated posting (24 hours prior to the Sweden Town Board meeting).

SWEDEN TOWN BOARD AGENDA

April 22, 2025

Salute to the Flag/Moment of Silence

Privilege of the Floor

Correspondence

Reports of Board and Departments

Consent Agenda 4/22/2025

1. Resolution – Appoint Recreation Assistant PT - Petitti
2. Resolution – Appoint Seasonal Laborer – Park - Beach
3. Resolution – Authorize Purchase of Floor Cleaning Machine
4. Resolution – Award Bid for Playground Equipment
5. Resolution – Closing on Sale of 133 State Street

Non-Consent Agenda 4/22/2025

1. Approval of Minutes of April 8, 2025
2. Payment of bills

Additional Business and Announcements

Executive Session – Public Officer's Law 105(1f) Personnel

Adjournment

RESOLUTION NO.

Appoint Recreation Assistant PT - Petitti

WHEREAS, there is a need for a Recreation Assistant in the recreation department; and

WHEREAS, Recreation Director Jill Wisnowski has recommended hiring Maeve Petitti.

NOW, THEREFORE, BE IT RESOLVED:

Sec. 1. That the Town Board of the Town of Sweden does hereby appoint Maeve Petitti as a recreation assistant part-time for a maximum of 28 hours per week.

Sec. 2. That the hourly rate of pay is \$15.50 with a start date on or after May 12th, 2025.

Sec. 3. That this resolution shall take effect immediately.

MOTION for adoption of this resolution by Councilperson
Seconded by Councilperson

Discussion:

VOTE BY ROLL CALL AND RECORD:

Councilperson Maar
Councilperson Sharpe
Councilperson Staskiewicz
Councilperson Sullivan
Supervisor Hayles

Submitted – April 22, 2025

RESOLUTION NO. _

Appoint Seasonal Laborer – Park

WHEREAS, the Town has a need for specialized care of fields at the Sweden Town Park; and

WHEREAS, Buildings and Grounds Director, Adam Shade, has recommended hiring Justin Beach.

NOW, THEREFORE, BE IT RESOLVED:

Sec. 1. That the Town Board of the Town of Sweden does hereby appoint Justin Beach as seasonal laborer for a maximum of 28 hours per week.

Sec. 2. That the hourly rate of pay is \$20.00 with a start date for this position on or after May 1, 2025.

Sec. 3. That this resolution shall take effect immediately.

MOTION for adoption of the resolution by Councilperson
Seconded by Councilperson

Discussion:

VOTE BY ROLL CALL AND RECORD:

Councilperson Maar
Councilperson Sharpe
Councilperson Staskiewicz
Councilperson Sullivan
Supervisor Hayles

Submitted – April 22, 2025

RESOLUTION NO. _

Authorize Purchase of Floor Cleaning
Machine_for Buildings & Grounds
Operations

WHEREAS, the Buildings and Grounds Superintendent has requested the purchase of a 26” Trident T266SC Plus SLA floor cleaning machine HIL56007SLA for buildings and grounds operations; and

WHEREAS, two quotes were received:

Hillyard	\$10,505.29
Regional Distributors, Inc.	\$13,275.00; and

WHEREAS, the Buildings and Grounds Superintendent recommends the floor cleaner be purchased from Hillyard.

NOW, THEREFORE BE IT RESOLVED:

Sec. 1 That the Town Board of the Town of Sweden hereby authorizes the purchase of a 26” Trident T266SC Plus SLA floor cleaning machine HIL56007SLA from Hillyard at a total cost of \$10,505.29.

Sec. 2 That the Director of Finance confirms that there are funds available in the equipment budget line A1622.200.

Sec. 3 That this resolution shall take effect immediately.

MOTION for adoption of this resolution by Councilperson
Seconded by Councilperson

Discussion:

VOTE BY ROLL CALL AND RECORD:

Councilperson Maar
Councilperson Sharpe
Councilperson Staskiewicz
Councilperson Sullivan
Supervisor Hayles

Submitted – April 22, 2025

RESOLUTION NO.

Accepting Proposal for Playground
from Miracle Recreation Equip. Co.

WHEREAS, the Town Board of the Town of Sweden has received a quotation from Miracle Recreation Equip. Co. for a playground at the Sweden/Clarkson Recreation Center; and

WHEREAS, the quotation is through the Denzak recreational Design & Supply, Inc. through the Sourcewell Contract 030117-LTS for equipment, installation and rubber safety ground; and

WHEREAS, the installation and equipment of the playground is a component of the 2025 Monroe County ARPA Grant.

NOW, THEREFORE BE IT RESOLVED:

Sec. 1. That after review of the proposal, the Town Board of the Town of Sweden hereby accepts the proposal from Miracle Recreation Equip. Co. for the playground equipment contained in Quote OE25002154 through Sourcewell Contract 030117-LTS at a cost of \$134,714.30.

Sec. 2 That the Supervisor is authorized to sign the proposal and any related documents necessary to the completion thereof.

Sec. 3. That this resolution shall take effect immediately.

MOTION for adoption of this resolution by Councilperson
Seconded by Councilperson

Discussion:

VOTE BY ROLL CALL AND RECORD:

Councilperson Maar
Councilperson Sharpe
Councilperson Staskiewicz
Councilperson Sullivan
Supervisor Hayles

Submitted – April 22, 2025

RESOLUTION NO.:

Sale of 133 State Street, Brockport, NY

- WHEREAS the Town of Sweden (hereinafter referred to as the Town) and the Village of Brockport (hereinafter referred to as the Village) were joint owners of real property known as 133 State Street, Brockport, New York, County of Monroe (hereinafter referred to as the subject property); and
- WHEREAS a Purchase and Sale Contract with a Counteroffer and a Counteroffer to the Counteroffer (all hereinafter referred as the Contract) having been received identifying Thomas M. Thaney (later changed to Brick Development, LLC) as the prospective buyer; and
- WHEREAS the Town and Village having previously entered into a Memorandum of Understanding (hereinafter referred to as the MOU) regarding a sale of the subject property; and
- WHEREAS the Town and Village having approved the Contract and having authorized the consummation and closing of same; and
- WHEREAS the closing of the subject property having taking place on April 17, 2025 and the transfer having gone on record April 21, 2025; and
- WHEREAS the Town of Sweden having received a net proceeds check from James D. Bell, Esq., attorney for the Town of Sweden, in the amount of \$423,523.94 from said transaction; and
- WHEREAS the Sweden Town Board is now desirous of finalizing and approving the closing figures concerning same as per the Closing Adjustments set forth on the attachment hereto, with total expenses paid in regard to this transaction of \$37,895.00, the net proceeds are equal to \$387,473.94.

NOW THEREFORE BE IT RESOLVED:

- Section 1. The Town of Sweden does ratify the closing adjustments as set forth on the attachment hereto and confirms receipt of closing net proceeds in the amount of \$423,523.94.
- Section 2. The Town of Sweden does authorize payment of the real estate commission to Moore Corporate Real Estate, Inc. in the amount of \$25,500.00 out of the net proceeds.
- Section 3. The remaining net proceeds after payment of the real estate commission And all prior and closing expenses paid result in the net proceeds of \$387,473.94. per the MOU dated August 14, 2019, the Village of Brockport is entitled to 3% of the net proceeds which equals \$11,624.22. The Town of Sweden does authorize payment of the amount to the Village.

Section 4. This Resolution shall take effect immediately.

MOTION for adoption of this Resolution by:
Seconded By:

VOTE BY ROLL CALL AND RECORD:

Councilperson Maar
Councilperson Sharp
Councilperson Staskiewicz
Councilperson Sullivan
Supervisor Hayles

Submitted – April 22, 2025

RE: Town of Sweden/Village of Brockport to Brick Development LLC
133 State Street

CLOSING ADJUSTMENTS

Closing Date: April 17, 2025

CREDITS TO SELLERS:

Purchase Price		\$425,000.00
County/Tax/Village: \$33.76: .09/d	258 days	\$ 23.22
County/Tax/Town: \$492.28; \$1.34/d	258 days	\$ 345.72
School Tax:		\$ 0.00
Village Tax:		\$ 0.00

Subtotal: \$425,368.94

CREDITS TO PURCHASER: \$ 0.00

GROSS PROCEEDS: \$425,368.94

EXPENSES OF THE SELLERS (\$37,895.00):

Abstracting Fees/Stewart Title	\$ 950.00 – Previously paid by Sweden
Survey Map/Maier Land Surveying	\$ 1,300.00 - Previously paid by Sweden
Environmental Report – LaBella Associates Phase I	\$ 1,800.00 - Previously paid by Sweden
Environmental Report – LaBella Associates Phase II	\$ 6,500.00 – Previously paid by Sweden
Village Tax Searches	\$ 60.00 – Paid at closing from gross proceeds
Closing Continuation/Redate	\$ 75.00 - Paid at closing from gross proceeds
Transfer Tax	\$ 1,700.00 - Paid at closing from gross proceeds
TP-584 Form	\$ 10.00 - Paid at closing from gross proceeds
Real Estate Commission – Moore Corporate Real Estate	\$25,500.00 – Unpaid

NET PROCEEDS:

JDB TRUST CHECK #1141

PAYABLE TO THE TOWN OF SWEDEN	April 21, 2025	\$423,523.94
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MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as the MOU) made in duplicate on the 14 day of August, 2019, by and between the incorporated VILLAGE OF BROCKPORT, COUNTY OF MONROE, STATE OF NEW YORK, by and through its Board of Trustees (hereinafter referred to as BROCKPORT) and THE TOWN OF SWEDEN, COUNTY OF MONROE, STATE OF NEW YORK, by and through its Town Board (hereinafter referred to as SWEDEN), collectively the parties.

WHEREAS SWEDEN is the owner of a portion of improved real property at 133 State Street, Brockport, New York, 14420, identified by Block and Lot Number 69.13-1-18, known and commonly referred to as "The Lodge on the Canal" (hereinafter referred to as the subject property), and

WHEREAS that portion of the subject property identified by Block and Lot Number 69.13-1-18 is located in the Village of Brockport with a 2019 property tax assessment value of \$618,600.00, all as more specifically set forth on the attached documents (Exhibit "A"), and

WHEREAS BROCKPORT is the owner of a portion of the subject property at 133 State Street, Brockport, New York, 14420, identified by Block and Lot Number 69.13-1-19, and

WHEREAS, that portion of the subject property identified by Block and Lot Number 69.13-1-19 is located in the Village of Brockport with a 2019 property tax

assessment of \$18,800.00, all as more specifically set forth on the attached documents (Exhibit "A"), and

WHEREAS the parties are contemplating the listing and selling of the subject property and the parties herein acknowledge that ongoing negotiations are taking place relating to a division of net proceeds of any such sale, and

WHEREAS the parties are desirous of preserving all legal and equitable rights attributable to either under this MOU and therefore the execution of this MOU is done without prejudice to said rights of either party hereto, and

WHEREAS this MOU having been executed by the parties after resolution approving same from their respective governing Boards.

NOW THEREFORE upon the mutual covenants, agreements and consideration contained herein, the parties do hereby agree as follows:

1. The total assessed value of the entire subject property is \$637,400.00.
2. Based upon the foregoing total assessed value of \$637,400.00, approximately 97% of same is attributable to Block and Lot Number 69.13-1-18 and 3% of same is attributable to Block and Lot Number 69.13-1-19 (also within BROCKPORT).
3. SWEDEN and BROCKPORT agree that upon the sale of the subject property, SWEDEN is to retain 97% of the net proceeds and BROCKPORT is to obtain 3% of the net proceeds.
4. The term "net proceeds" is defined as gross proceeds less customary and common charges or expenses which may be rightly deducted as a result of the sale. Any such charges or expenses are to be, likewise, shared on a 97/3 pro rata basis.

5. Reference is hereby made to an Appraisal Report prepared by Midland Appraisal Associates, Inc., a copy of which is attached hereto and incorporated herewith, as Exhibit "B". On page 25 thereof, the appraised value of the subject property is set at \$500,000.00. For purposes of this MOU, the parties agree that the initial listing price is to be \$550,000.00 and the parties are to concur on any adjustment or change to same in the listing agreement and/or amount to be accepted by a bona fide purchaser.

6. Otherwise, decisions relating to the sale of the subject property including but not limited to listing, acceptance of a purchase offer, closing and/or any related matters are to be in the sole discretion and control of SWEDEN. SWEDEN is to keep BROCKPORT informed of progress as it occurs.

IN WITNESS WHEREOF, BROCKPORT has caused this MOU (in duplicate) to be signed by the Mayor of the Village of Brockport, and the official seal to be hereunto affixed and SWEDEN has caused this MOU (in duplicate) to be signed by the Sweden Town Supervisor, and the official seal to be hereunto affixed.

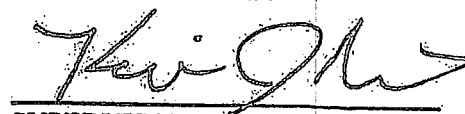
Dated: Aug 14, 2019

VILLAGE OF BROCKPORT


MAYOR

Dated: Aug. 13, 2019

TOWN OF SWEDEN


SUPERVISOR