



a town for a lifetime
IRONDEQUOIT *New York*

REGULAR TOWN BOARD MEETING

August 20, 2024

7:00 PM

AGENDA

8/19/2024 2:49PM

PLEDGE OF ALLEGIANCE

ROLL CALL

SUPERVISOR'S REMARKS & ANNOUNCEMENTS

PROCLAMATION & RECOGNITION

Flower City Chaplain Corps

PUBLIC INPUT

FINANCIAL REPORT

APPROVAL OF MINUTES

July 8, 2024 Workshop Board Meeting

July 16, 2024 Regular Town Board Meeting

ITEM(S) FOR BOARD ACTION:

Public Hearings:

7:35 PM

08PH2024-1 On the Matter of a Local Law Amending Article VII of Chapter 222 of the Town Code Relating to Installation of No Stopping Signs

8PH-1 **Resolution** Adopting a Local Law Amending Article VII, Schedule XIII of Chapter 222 of the Town Code Relating to Installation of No Stopping Signs

Appointments

08A2024-1 **Resolution** Authorizing the Permanent Appointment of a Maintenance Mechanic II in the Department of Public Works

08A2024-2 **Resolution** Authorizing the Permanent Appointment of an Office Clerk III in the Irondequoit Police Department

08A2024-3 **Resolution** Authorizing the Appointment of a First Deputy Town Clerk in the Irondequoit Town Clerk Department

08A2024-4 **Resolution** Authorizing the Permanent Appointment of an Office Account Clerk in the Irondequoit Comptroller Department

Assessor

08A2024-5 **Resolution** Authorizing a Settlement Agreement with Cirrus Realty Holdings, LLC.

Community Development

08A2024-6 **Resolution** Calling for a Public Hearing on the Matter of Rezoning a Portion of Tax ID: 107.06-1-32 From R-1 Residential District to R-2 Residential District

08A2024-7 **Resolution** Calling for a Public Hearing on the Matter of Granting a Special Use Permit for 2255 E Ridge Road (Kids Empire) in the C-Business District and Referring Same to the Planning Board for Comment

Comptroller

08A2024-8 **Resolution** Authorizing a Capital Lease Financing Agreement with ____ For One Pothole Patcher for the Bureau of Public Works

08A2024-9 **Resolution** Authorizing the Annual Audit of the Town Courts

08A2024-10 **Resolution** Authorizing the Acceptance of Grant Funding Awarded from ESL Federal Credit Union

Public Works

08A2024-11 **Resolution** Authorizing the Application For and Acceptance of \$75,000 Worth of Grant Funding from the Dormitory Authority of the State of New York

Recreation

08A2024-12 **Resolution** Accepting Gifts for Irondequoit's July 4th Celebration

08A2024-13 **Resolution** Approving Request by Swan's Market for Farmers' Market Oktoberfest Event

08A2024-14 **Resolution** Authorizing Entering into a Contract with FitOn Health, INC. and the Irondequoit Community Center

08A2024-15 **Resolution** Authorizing the Supervisor to Revise the Terms of a Contract with a Vendor Providing Group Exercise Programming for 2024

Supervisor

08A2024-16 **Resolution** Authorizing the Supervisor to Enter into a Memorandum of Understanding with Irondequoit Chamber of Commerce

08A2024-17 **Resolution** Authorizing the Amendment of the I-Square, LLC Payment in Lieu of Taxes Agreement

08A2024-18 **Resolution** Authorizing the Town Supervisor to Enter into an Agreement for Legal Services

Town Clerk

08A2024-19 **Resolution** Approving the Special Event License for Bert Gallmon to Conduct a Triathlon

NEXT WORKSHOP MEETING: September 9, 2024 @ 4 P.M.

NEXT REGULAR TOWN BOARD MEETING: September 17, 2024 @ 7 P.M.

EXPENSES

Fund	Original Budget	Amended Budget	Cumulative, Year to Month End			Percent of Year Elapsed	Percent of Budget Spent & Enc'drd
			Expended	Encumb'd	Available Balance		
001 General (includes cemetery)	26,601,423	26,790,074	16,800,324	889,325	9,100,426	58.3%	66.0%
percent of amended budget			62.7%	3.3%	34.0%		
005 Library	2,846,496	2,857,196	1,584,928	10,528	1,261,740	58.3%	55.8%
percent of amended budget			55.5%	0.4%	44.2%		
021 Highway # 1, Road Impvts.	3,772,281	3,947,691	1,561,399	370,540	2,015,753	58.3%	48.9%
percent of amended budget			39.6%	9.4%	51.1%		
023 Highway # 3, Equipment Maint.	1,105,315	1,105,315	585,015	110,249	410,051	58.3%	62.9%
percent of amended budget			52.9%	10.0%	37.1%		
024 Highway # 4, ROW / Winter	1,165,368	1,165,368	497,707	169,486	498,175	58.3%	57.3%
percent of amended budget			42.7%	14.5%	42.7%		
031 Consolidated San. Sewer Dist.	3,843,057	4,101,801	1,885,004	299,433	1,917,365	58.3%	53.3%
percent of amended budget			46.0%	7.3%	46.7%		
038 Stormwater Drainage Dist.	939,830	939,830	291,066	40,645	608,118	58.3%	35.3%
percent of amended budget			31.0%	4.3%	64.7%		
036 LaSalle Landing Sewer District	136	136	0	0	136	58.3%	0.0%
percent of amended budget			0.0%	0.0%	100.0%		
039 Rock Beach San. Sewer Dist.	7,852	7,852	326	0	7,526	58.3%	4.1%
percent of amended budget			4.1%	0.0%	95.9%		
040 Orland Road San. Sewer Dist.	16,874	16,874	1,437	0	15,437	58.3%	8.5%
percent of amended budget			8.5%	0.0%	91.5%		
051 Sea Breeze Water District	1,226,631	1,226,631	717,950	0	508,681	58.3%	58.5%
percent of amended budget			58.5%	0.0%	41.5%		
071 - 098 Lighting Districts	129,470	129,470	43,446	0	86,024	58.3%	33.6%
percent of amended budget			33.6%	0.0%	66.4%		
TOTAL	41,654,733	42,288,238	23,968,602	1,890,205	16,429,431	58.3%	61.1%
<i>25,858,802</i>							
Percent of Amended Budget Spent			56.7%				
Percent of Amended Budget Encumbered				4.5%			
Total Percent Spent & Encumbered						61.1%	
Tax Levy Sensitive	35,491,019	35,865,780	21,029,373	1,550,127	13,286,280	58.3%	63.0%
Total Spent + Encumbered	22,579,500		58.6%	4.3%	37.0%		63.0%
REVENUES			Cumulative			Percent	
Fund	Original Budget	Amended Budget	Receipts Through This Month	Balance to be Received	Real Estate Tax	of Year Elapsed	Percent of Revenue Received
001 General:							
Real Estate Tax (001-1001)	12,790,170	12,790,170	12,790,170	0	66.3%		100.0%
Payment In Lieu of Tax (001-1081)	232,730	232,730	273,126	-40,396			117.4%
Sales Tax (001-1120)	6,700,000	6,700,000	1,046,937	5,653,063			15.6%
Mortgage Tax (001-3005)	990,000	990,000	208,730	781,270			21.1%
AIM-Related Payments-NYS (001-2750)	613,283	613,283	0	613,283			0.0%
Interest Earnings (001-2401)	25,000	25,000	22,881	2,119			91.5%
Franchise Cable TV (001-1170)	646,000	646,000	-3,305	649,305			-0.5%
Recreation Program Fees (001-2001)	673,300	673,300	461,853	211,447			68.6%
Cemetery Revenues (001-2190/2665)	166,000	166,000	69,359	96,641			41.8%
Fines & Bail Forfeitures (001-2610)	101,000	101,000	20,605	80,395			20.4%
Other Sources of Revenue	2,199,320	2,199,320	1,441,387	757,933			65.5%
Appropriated Fund Balance	1,464,620	1,464,620	1,464,620	0			
Total, Revenue & Fund Balance	26,601,423	26,601,423	17,796,362	8,805,061	58.3%	66.9%	

Fund	Original Budget	Amended Budget	Cumulative Receipts as of This Month	Balance to be Received	Percent of Real Estate Tax	Percent of Year Elapsed	Percent of Revenue Received
005 Library							
Real Estate Tax	2,686,417	2,686,417	2,686,417	0	13.9%		100.0%
Other Sources of Revenue	120,079	120,079	71,400	48,679			59.5%
Appropriated Fund Balance	40,000	40,000	40,000	0			
Total, Revenue & Fund Balance	2,846,496	2,846,496	2,797,817	48,679		58.3%	98.3%
021, 023, 024 Highway Funds							
Real Estate Tax	3,802,184	3,802,184	3,802,184	0	19.7%		100.0%
All Other Sources	1,740,780	1,740,780	787,874	952,906			45.3%
Appropriated Fund Balance	500,000	500,000	500,000	0			
Total, Revenue & Fund Balance	6,042,964	6,042,964	5,090,058	952,906		58.3%	84.2%
031 Consolidated San. Sewer District							
Sewer Service Charges	3,482,244	3,482,244	3,482,244	0			100.0%
Other Sources of Revenue	110,813	110,813	114,222	-3,409			103.1%
Appropriated Fund Balance	250,000	250,000	250,000	0			
Total, Revenue & Fund Balance	3,843,057	3,843,057	3,846,466	-3,409		58.3%	100.1%
038 Stormwater Drainage District							
District Service Charges	935,311	935,311	935,311	0			100.0%
Other Sources of Revenue	4,519	4,519	12,070	-7,551			267.1%
Appropriated Fund Balance	0	0	0	0			
Total, Revenue & Fund Balance	939,830	939,830	947,381	-7,551		58.3%	100.8%
036 LaSalle Landing Sewer District							
District Capital Charges	136	136	136	0			100.0%
Other Sources of Revenue	0	0	1	-1			#DIV/0!
Total Revenue	136	136	137	-1		58.3%	100.5%
039 Rock Beach San. Sewer District							
District Capital Charges	7,852	7,852	7,851	1			100.0%
Other Sources of Revenue	0	0	-35	35			#DIV/0!
Total Revenue	7,852	7,852	7,816	36		58.3%	99.5%
040 Orland Road San. Sewer District							
District Capital Charges	16,874	16,874	16,874	0			100.0%
Other Sources of Revenue	0	0	255	-255			#DIV/0!
Total Revenue	16,874	16,874	17,129	-255		58.3%	101.5%
051 Sea Breeze Water District							
District Real Estate Tax	42,975	42,975	42,975	0			100.0%
Other Sources of Revenue	1,183,656	1,183,656	591,319	592,337			50.0%
Appropriated Fund Balance	0	0	0	0			
Total, Revenue & Fund Balance	1,226,631	1,226,631	634,294	592,337		58.3%	51.7%
071 - 098 Lighting Districts							
District Real Estate Tax	129,470	129,470	129,470	0			100.0%
Other Sources of Revenue	0	0	8,110	-8,110			
Appropriated Fund Balance	0	0	0	0			
Total, Revenue & Fund Balance	129,470	129,470	137,580	-8,110		58.3%	106.3%
Summary of Revenues and Appropriated Fund Balances							
Real Estate Tax	19,278,771	19,278,771	19,278,771	0	100.0%		100.0%
Special District Real Estate Tax	172,445	172,445	172,445	0			100.0%
Sanitary Sewer Service Charges	3,507,106	3,507,106	3,507,105	1			100.0%
Stormwater District Service Charges	935,311	935,311	935,311	0			100.0%
Other Sources of Revenue	15,506,480	15,506,480	5,126,786	10,379,694			33.1%
TOTAL	39,400,113	39,400,113	29,020,419	10,379,694		58.3%	73.7%
Appropriated Fund Balance	2,254,620	2,254,620	2,254,620	0			100.0%
Grand Total, Revenues and Appropriated Fund Balance	41,654,733	41,654,733	31,275,039	10,379,694			75.1%

Town Board Meeting Notes

The financial results for the Town as of July 31, 2024: total expenses—actual as well as encumbered—are \$25,859k or 61.1% of budget which is slightly above the 58.3% of the year that has elapsed. The breakdown is: \$23,969k for actual expenses and \$1,890k for encumbrances. Encumbrances are 4.5%—departments are continuing to commit to services and supplies for the remainder of the year.

General Fund expenses are higher than budget at 66% or \$17,690k. The split here is: actual expenditures - \$16,800k and encumbered expenses – \$889k. The overage can be attributed to timing of expenses, such as debt service.

Jointly, the highway funds' expenses are lower than the percent of the year that has elapsed at 52.9% or \$3,294k. Actual expenses within the highway funds are 42.5% of budget (\$2,644k) and encumbrances account for remaining 10.4% (\$650k). These costs are typically driven by salt, fuel, roadwork and paving services and materials such as oil and stoning and asphalt, as well as equipment parts.

Expenditures in the Library are 55.8% of budget at \$1,595k. Included in this amount is a bond payment for principal and interest for the Consolidated Library.

Sewer Fund expenses of \$2,184k equate to 53.3% of budget.

Expenses in Stormwater Drainage total \$332k—35.3% of budget.

Revenue received in the General Fund is \$ 17,796k or 66.9% of budget. Real estate taxes are \$ 12,790k have been collected. Other revenues recorded include Payments In Lieu Of Taxes are \$273k (117% of budget), two months of Sales Tax of \$1,047k

(15.6%), interest on earnings \$23k (91.5%), and recreation program fees of \$461k (68.6%). 2nd quarter sales tax receipts are anticipated in August. Other major revenue items are expected later in the year include Franchise fees and Aid and Incentives for Municipalities (AIM).

Regarding the entire Town: \$31,275 or 75.1% of revenue and appropriated fund balance have been received to-date; approximately \$19,278k is real estate tax.

At the end of July, the Library had received \$2,797k or 98.3% of its budgeted revenue.

84.2% or \$5,090k has been received in the collective Highway funds.

Sewer has received revenue of \$3,846k—100% of that fund's budget.

Stormwater Drainage has recognized \$947k—100.8% of budgeted revenue.

In addition, American Rescue Funds of \$22,455k have been received. Roughly \$21,525k (95.9%) has been allocated to various projects. Of the allocated amount, about \$15,661k (72.7%) has been expended to date on various projects (McAvoy turf and other various playground retrofits, columbarium construction, sewer and drainage improvements, IT projects and equipment). An additional \$4,185k (19.4%) is encumbered. American Rescue Plan funding must be fully allocated by December 31, 2024 and expended in full no later than December 31, 2026.

This concludes my financial report for the month of July 2024.

Workshop Meeting of the Town Board of the Town of Irondequoit, held in the Broderick Room at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 8th day of July 2024 at 4:00 P.M, there were:

PRESENT:	Supervisor	Andraé Evans
	Town Board Member	Ann Cunningham
	Town Board Member	Grant Malone
	Town Board Member	John Perticone
	Town Board Member	Peter Wehner

Harter Secrest & Emery, LLP Attorney for the Town

Others in attendance included Chief of Police Scott Peters, Comptroller Diana Marsh, Director of Community Development Bill Lang, Director of Recreation Shannon Grieve, Assistant to the Supervisor Justine Bartnick, Assessor Anthony Costanza, Commissioner of Public Works Erin Magee, Judge DeVoe, Judge Valentino, Judge Green and Town Clerk Latasha Elder. [REDACTED]

Supervisor Evans called the meeting to order, Pledge was said, emergency procedures were reviewed, ground rules for public input were stated, and Town Clerk Elder called Roll.

SUPERVISOR'S REMARKS: stated that the Fourth of July event was a great event. The Supervisor thanked everyone involved in making it a success.

PRESENTATIONS: **Community** members spoke on the Climate Task Force and gave recommendations for advancing the Town's sustainability and climate preparedness efforts. The Task Force would work towards achieving a silver designation for the Town.

DEPARTMENT HEAD UPDATES:

Assessor Anthony Constanza said the annual report due mid-July is on track. A series of informative videos regarding the assessment process should be available August 1st, 2024.

Commissioner of Public Works Erin Magee reports that oil and stone is completed for the season. The department will resume milling and paving. Hoping to award the reconstruction of Bellehurst pump station bid. Finishing Seneca Road Reconstruction and Titus Sidewalk is underway. Camp Eastman and Backyard projects are underway with lots of forward progress.

Director of Community Development Bill Lang provided statistics on complaints and code violations. Submitting resolutions to hire a provisional building inspector and to demolish a potentially unsafe building at 35 Lake Bluff Road. Working with FEMA on floodplains recertifications. Several town codes will need to be rewritten. Continuing efforts with the local Waterfront Revitalization Program and DPW Commissioner. Aldi's is currently completed and has been issued a final C of O.

Director of Recreation Shannon Grieve is currently wrapping up the 4th of July festivities. A survey was sent out to the community for their feedback. Summer camps are active and will go through 08/16/2024. Classic Car Show is set for 07/28/2024 from 11am-3pm. The first Movie Under the Stars will be 08/09/2024 at dusk. The Back to School Bash is set for 08/23/2024 at the Community Center from 5pm-8pm.

Chief of Police Scott Peters reports that field training is underway for 3 officers. Teen academy will start 07/26/2024 with 11 participants, which is up from last year. The Chief is looking forward to boat time during the academy with Border Patrol and Coast Guard. The Annual National Night Out 3vent will take place on the first Tuesday of August. Information regarding the event will be posted on social media.

Town Clerk Latasha Elder reported statistics on marriage licenses, passports and DECALS licenses. (i.e. hunting, fishing and trapping). Welcomed the new clerk into the office. Stated that the office is extremely busy with processing Seabreeze Water payments.

Town Attorney Traci Hiatt informed the Board about calling a Public Hearing regarding Chapter 136 of Town Code regarding floodplain law. The attorney also said another public hearing will be called to accommodate putting bike lanes on East Ridge Road, a county road between Kane Drive and Culver Road. A portion of the Town Code would need to be amended.

Comptroller Diana Marsh stated it is business as usual in her department. Gearing up for budget kickoff either late July or early August.

Financial Report: Comptroller Diana March gave the financial report as of June 30, 2024. The Town's total expenses of \$23.034k represent 54.5% of the budget and are slightly higher than the 50% of the year that has elapsed. Of the total expenses, \$20.698k are actual expenses equating to 48.9% of budget, while encumbrances of \$2.336k make up the remaining 5.5%. Encumbrances represent commitments for services, supplies and commodities that will be needed during the year.

The General Fund expenses are above budget at 59.0% or \$15.806k. The actual expenditures are 55.6% of budget or \$14.894k; the remaining 3.4% is due to encumbrances of \$911k. The General Fund actual expenses include the streetlights purchase of \$2.623k, finalized earlier this year. A budget adjustment will be entered, and the General Fund expenses will be on par at 50.6% of budget.

Collectively, the expenses in the Highway Funds of \$3.004k are lower than the 50% of the year that has elapsed at 48.3%. Actual expenses with the Highway Funds are 31.1% of budget (\$1.935k) and encumbrances of \$1.069k account for the remaining 17.2%. Encumbrances within the Highway Funds include paving materials, services and oil & stoning materials, fuel and surface treatment (salt).

Expenditures in the Library are higher than budget at \$1.380k or 48.3%. Included in the expenses are serial bond payments of \$485k for the Library facility.

The Sewer Fund expenses of \$1.941k are at 47.3% of budget. Actual expenses equate to 40.0% of budget (\$1.640k) while encumbrances of \$302k account for the remaining 7.3%.

Expenses in Stormwater Drainage are approximately 31.8% of budget – a total of \$299k. Actual expenses are \$252k (26.8%) while encumbrances account for 5.0%.

Actual expenditures, excluding encumbrances, Town-wide expenses are below the 50% of the year elapsed at 48.9% of budget. Actual expenses for the Consolidated Highway and the Sewer

Funds are also below budget at 31.1% and 40.0% respectively. The General Fund is on par with budget once the adjustment is made for the streetlighting purchase.

The General Fund has received revenue of \$17.004k-63.9% of budget. At the end of June, 100% of Real Estate Tax of \$12.790k had been collected. 102.8% of Payment in Lieu of Tax revenue is in; an additional \$25k is due in October. Two months of Sales Tax totaling \$1.047k or 15.6% have been received to date; other major revenue sources, such as Franchise Cable fee and Mortgage Tax, and AIM payment are due later in the year.

The total Town revenue and appropriated fund balance for the 1st half of the year equates to \$30.089k or 72.2%. Real Estate Taxes across funds are \$19.279k.

At month-end, the Library has recorded revenue of \$2.787k-97.9%. 83.5% or \$.043k of revenue has been verified by the Highway Funds. The Sewer Fund has documented \$3.793k (98.7%) of revenue. Stormwater Drainage has received 100.7% of its budgeted revenue - \$946k.

The second quarter year-to-date summary and comparison to the prior 6 years is presented on this Report. Regarding expenditures by Fund, the percent of total budget spent and encumbered is 54.5%, which is slightly higher than in previous years.

The middle third of the page contains the relevant Sources of Revenue for the General Fund and the bottom third of the page are year-to-date revenue comparisons of the other Funds with the last line reflecting the total collective revenue and fund balance for the Town. The 2024 General Fund revenue of 63.9% is on par with prior years, as is the town-wide revenue of 72.2%.

Fluctuations occur year-to-year due to timing of cash receipts.

The Town has received the full allocation of American Rescue Funds totaling \$22.455k. The use of this funding is restricted for the response to and relief of COVID-19 and must be allocated no later than December 31, 2024 and expended by December 31, 2026. To date, approximately \$21.850 (97.36%) has been allocated to projects. Roughly \$13.725 (61.1) has been expended to date and an additional \$683k (3.0%) is encumbered for various projects.

REVIEW OF AGENDA ITEMS FOR THE JULY 16, 2024, REGULAR TOWN BOARD MEETING:

Each department that submitted resolutions for approval of the Town Board reviewed those resolutions with the Board.

ITEMS FOR BOARD ACTION:

07WS2024-1 Resolution Authorizing Grant Funding Awarded Under the State's Law Enforcement Technology (LETECH) Program for State Fiscal Year 2024-2025

WORKSHOP MEETING

July 8, 2024

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On a motion made by Councilmember **Wehner**, seconded by Councilmember **Cunningham**, a resolution was adopted authorizing the Supervisor or Chief of Police to enter into all agreements necessary to accept the grant award.

UPON VOTING

Town Board Member	Perticone	AYE
Town Board Member	Wehner	AYE
Town Board Member	Malone	AYE
Town Board Member	Cunningham	AYE
Town Supervisor	Evans	AYE

Resolution Number 2024 – 160

07WS2024-2 Resolution Awarding a Bid for the Purchase of Body Worn Camera Hardware and Management System.

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Perticone**, a resolution was adopted awarding the bid for the purchase of BWCs and related software to Motorola Solutions in the amount of \$238,500.

UPON VOTING	Town Board Member	Perticone	AYE
	Town Board Member	Wehner	AYE
	Town Board Member	Malone	AYE
	Town Board Member	Cunningham	AYE
	Town Supervisor	Evans	AYE

Resolution Number 2024 - 161

07WS2024-3 Resolution Approving an Agreement with New York State Department of Environmental Conservation Automated Licensing Services Program.

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Malone**, a resolution was adopted authorizing the Town Clerk to execute the agreement attached hereto as Attachment A with the New York State Department of Environmental Conservation as the License Issuing Agent on behalf of the Town.

UPON VOTING	Town Board Member	Perticone	AYE
	Town Board Member	Wehner	AYE
	Town Board Member	Malone	AYE
	Town Board Member	Cunningham	AYE
	Town Supervisor	Evans	AYE

Resolution Number 2024 - 162

WORKSHOP MEETING

July 8, 2024

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On a motion made by Councilmember **Cunningham**, seconded by Councilmember **Perticone**, an Executive Session was called pursuant to Public Officers Law Section 105(d) for the discussion of matters relating to proposed, pending or current litigation.

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

EXECUTIVE SESSION

On a motion made by Councilmember **Malone**, seconded by Councilmember **Wehner**, the Executive Session was adjourned, and the Regular Town Board meeting was reconvened at 5:50 p.m.

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

The next meeting is the Regular Town Board Meeting on Tuesday, July 16, 2024 @ 7:00 p.m. in the Broderick Room of the Town Hall.

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Malone**, the Workshop Meeting was adjourned at 5:52 p.m.

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

Respectfully submitted,

A handwritten signature in black ink that reads "Latasha Elder". The signature is fluid and cursive, with "Latasha" on the top line and "Elder" on the bottom line.

Latasha Elder, Town Clerk

Regular Town Board Meeting of the Town Board of the Town of Irondequoit, held in the Broderick Room at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the **16th day of July 2024**, at 7:00 P.M., local time, there were:

PRESENT:	Town Supervisor Town Board Member Town Board Member Town Board Member	Andraé Evans Ann Cunningham Grant Malone John Perticone
	Attorney for the Town	Harter Secrest & Emery LLC
ABSENT:	Town Board Member	Peter Wehner

Others in attendance included Chief of Police Scott Peters, Comptroller Diana Marsh, Assistant to the Supervisor Justine Bartnick, Commissioner of Public Works Erin Magee, Director of Development Services Bill Lang, Assessor Anthony Costanza and Town Clerk Latasha Elder.

Supervisor Evans called the meeting to order, and the Pledge was said. Emergency exit procedures were reviewed and ground rules for public input were stated. Town Clerk Latasha Elder called Roll.

SUPERVISOR'S REMARKS AND ANNOUNCEMENTS: The Supervisor addressed the process that was followed to assess the tax assessor's issue and why. Wishing to ensure all this was done fairly and unbiased. **Attachment A** was read into record. The Supervisor referred the case to an independent auditor and the New York Inspector General. Both agencies declined to act. The Supervisor addressed several questions that members of the public had asked.

Motion was made by Councilmember **Perticone**, seconded by Councilmember **Malone**, calling for an independent Ethics Committee investigation.

UPON VOTING	Town Board Member Town Board Member Town Board Member Town Board Member Town Supervisor	Perticone Wehner Malone Cunningham Evans	voting voting voting voting voting	AYE ABSENT AYE NAY NAY
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PUBLIC INPUT:

Gayle Keating, 202 Nob Hill, stated her concern regarding zoning ordinances and code violations in her neighborhood. **See Attachment B.**

Marsha Enright, 75 Clay Ave, voiced her concerns regarding short-term rentals.

As there were no other speakers, Public Input was closed.

FINANCIAL REPORT:

Comptroller Marsh noted the following 2024 financial results as of June 30th. The total expenses of \$23.034k represent 54.5% of the budget and are slightly higher than the 50% of the year that has elapsed. Of the total expensed, \$20.698k are actual expenses equating to 48.9% of budget, while encumbrances of \$2.336k make up the remaining 5.5%. Encumbrances represent commitments for services, supplies, and commodities that will be needed during the year.

The General Fund expenses are above budget at 59% or \$15.806k. The actual expenses are 55.6% of the budget or \$14.894k; the remaining 3.4% is due to encumbrances of \$911k. The General Fund actual expenses include the street light purchase of \$2.623k finalized earlier this year. A budget adjustment will be entered, and the General Fund expenses will be on par at 50.6% of budget.

Collectively, the expenses in the Highway Funds of \$3.004k are lower than the 50% of the year that has elapsed at 48.3%. Actual expenses within the Highway Funds are 31.1% of budget (\$1.935k) and encumbrances of \$1.069k account for the remaining 17.2%. Encumbrances within the Highway Funds include paving materials and services and oil and stoning materials, fuel and surface treatment (salt).

Expenditures in the Library are higher than budget at \$1.380k or 48.3%. Included in the expenses is serial bond payments of \$485k for the Library facility.

The Sewer Fund expenses of \$1.941k are at 47.3% of budget. Actual expenses equate to 40% of budget (\$1.640k) while encumbrances of \$302k account for the remaining 7.3%.

Expenses in Stormwater Drainage are approximately 31.8% of budget—a total of \$299k. Actual expenses are \$252k (26.8%) while encumbrances account for 5%.

Actual expenditures, excluding encumbrances, the Town-wide expenses are below the 50% of the year elapsed at 48.9% of budget. Actual expenses for the Consolidated Highway and the Sewer Funds are also below budget at 31.1%[^] and 40% respectively. The General Fund is on par with the budget once the adjustment is made for the street lighting purchase.

The General Fund has received revenue of \$17.004k—63.9% of budget. At the end of June, 100% of Real Estate Tax or \$12.790k had been collected. 102.8% of Payment in Lieu of Tax revenue is in; an additional \$25k is due in October. Two months of Sales Tax totaling \$1.047k or 15.6% have been received to date; other major revenue sources, such as Franchise Cable fees, mortgage tax and AIM payments are due later in the year.

The total Town revenue and appropriated fund balance for the 1st half of the year equate to \$30.089k or 72.2%. Real Estate taxes across funds are \$19.279k.

At month end, the Library had recorded revenue of \$2.787k – 97.9%. 83.5% or \$5.043k of revenue has been verified by the Highway Funds. The Sewer Fund has documented \$3.793k (98.7%) of revenue. Stormwater Drainage has received 100.7% of its budgeted revenue--\$946k.

Page 3 of this report presents the second quarter year-to-date summary and comparison to the prior 6 years. Regarding expenditures by Fund—which are included on the top-third of the page: The percentage of the total budget spent and encumbered is 54.5%, which is slightly higher than previous years.

The middle third of the page contains the relevant sources of revenue for the General Fund and the bottom third of the page are year-to-date revenue comparisons of the other Funds with the last line reflecting the totals collective revenue and fund balance for the Town. The 2024 General Fund revenue of 63.9% is on par with prior years as is the Town-wide revenue of 72.2%. Fluctuations occur year-to-year due to the timing of cash receipts.

The Town has received its full allocation of American Rescue Funds totaling \$22.455k. The use of this funding is restricted for the response to and relief of COVID-19 and must be allocated no later than December 31, 2024, and expended by December 31, 2026. To date, approximately \$21.850 (97.3%) has been allocated to projects. Roughly \$13.725 (61.1%) has been expended to date and an additional \$683k (3%) is encumbered for various projects.

This concludes the financial report for the month of June 2024.

On a motion made by Councilmember **Malone**, seconded by Councilmember **Perticone**, the financial report was approved.

UPON VOTING	Town Board Member	Perticone	voting	AYE
	Town Board Member	Wehner	voting	ABSENT
	Town Board Member	Malone	voting	AYE
	Town Board Member	Cunningham	voting	AYE
	Town Supervisor	Evans	voting	AYE

APPROVAL OF MINUTES:

On a motion made by Councilmember **Perticone**, seconded by Councilmember **Malone**, the June 10, 2024 Workshop Meeting Minutes were approved.

UPON VOTING	Town Board Member	Perticone	voting	AYE
	Town Board Member	Wehner	voting	ABSENT
	Town Board Member	Malone	voting	AYE
	Town Board Member	Cunningham	voting	AYE
	Town Supervisor	Evans	voting	AYE

On a motion made by Councilmember **Perticone**, seconded by Councilmember **Malone**, the June 18, 2024 Regular Town Board Meeting Minutes, as amended, were approved.

UPON VOTING	Town Board Member	Perticone	voting	AYE
	Town Board Member	Wehner	voting	ABSENT
	Town Board Member	Malone	voting	AYE
	Town Board Member	Cunningham	voting	AYE
	Town Supervisor	Evans	voting	AYE

ITEMS FOR BOARD ACTION:

PUBLIC HEARING:

**07PH2024-1 ON THE MATTER OF ADOPTING A LOCAL LAW AMENDING
7:35 PM CHAPTER 136 OF THE TOWN CODE TO CONFORM WITH NYS DEC
REQUIREMENTS**

On a motion made by Councilmember **Cunningham**, seconded by Councilmember **Malone**, the Public Hearing was opened at 7:35 p.m.

UPON VOTING	Town Board Member	Perticone	voting	AYE
	Town Board Member	Wehner	voting	ABSENT
	Town Board Member	Malone	voting	AYE
	Town Board Member	Cunningham	voting	AYE
	Town Supervisor	Evans	voting	AYE

Public Hearing Public Input: The Attorney of the Town gave details regarding the Public Hearing. No one came forward to speak for or against the matter.

On a motion made by Councilmember **Cunningham**, seconded by Councilmember **Malone**, the Public Hearing was closed at 7:37 p.m.

UPON VOTING	Town Board Member	Perticone	voting	AYE
	Town Board Member	Wehner	voting	ABSENT
	Town Board Member	Malone	voting	AYE
	Town Board Member	Cunningham	voting	AYE
	Town Supervisor	Evans	voting	AYE

**7PH-1 RESOLUTION ADOPTING A LOCAL LAW AMENDING CHAPTER 136
OF TOWN CODE TO CONFORM WITH NYS DEC REQUIREMENTS**

On a motion made by Councilmember **Cunningham**, seconded by Councilmember **Malone**, the resolution was adopted **approving the adoption of Local Law 4 of 2024 amending Chapter 136 of Town Code to conform with NYS DEC requirements**.

UPON VOTING	Town Board Member	Perticone	voting	AYE
	Town Board Member	Wehner	voting	ABSENT
	Town Board Member	Malone	voting	AYE
	Town Board Member	Cunningham	voting	AYE
	Town Supervisor	Evans	voting	AYE

Resolution Number 2024-163

Appointments:

**07A2024-1 RESOLUTION AUTHORIZING THE PROVISIONAL APPOINTMENT
OF A BUILDING INSPECTOR IN THE DEPARTMENT OF COMMUNITY
DEVELOPMENT**

On a motion made by Councilmember **Cunningham**, seconded by Councilmember **Malone**, the resolution was adopted **authorizing the provisional appointment of Zachary Reynolds as a Building Inspector in the Department of Community Development.**

UPON VOTING	Town Board Member	Perticone	voting	AYE
	Town Board Member	Wehner	voting	ABSENT
	Town Board Member	Malone	voting	AYE
	Town Board Member	Cunningham	voting	AYE
	Town Supervisor	Evans	voting	AYE

Resolution Number 2024-164

07A2024-2 RESOLUTION AUTHORIZING THE PROVISIONAL APPOINTMENT OF A BUILDING MAINTENANCE FOREMAN IN THE IRONDEQUOIT PUBLIC WORKS DEPARTMENT

On a motion made by Councilmember **Malone**, seconded by Councilmember **Cunningham**, the resolution was adopted **approving the provisional appointment of Orlando Santos as a Building Maintenance Foreman in the Department of Public Works.**

UPON VOTING	Town Board Member	Perticone	voting	AYE
	Town Board Member	Wehner	voting	ABSENT
	Town Board Member	Malone	voting	AYE
	Town Board Member	Cunningham	voting	AYE
	Town Supervisor	Evans	voting	AYE

Resolution Number 2024-165

07A2024-3 RESOLUTION AUTHORIZING THE PROVISIONAL APPOINTMENT OF A CUSTODIAN IN THE BUILDING MAINTENANCE DEPARTMENT

On a motion made by Councilmember **Perticone**, seconded by Councilmember **Malone**, the resolution was adopted **approving the provisional appointment of Rachel Miller as a custodian in the Building Maintenance Department.**

UPON VOTING	Town Board Member	Perticone	voting	AYE
	Town Board Member	Wehner	voting	ABSENT
	Town Board Member	Malone	voting	AYE
	Town Board Member	Cunningham	voting	AYE
	Town Supervisor	Evans	voting	AYE

Resolution Number 2024-166

07A2024-4 RESOLUTION AUTHORIZING THE APPOINTMENT OF A DEPUTY TOWN CLERK

On a motion made by Councilmember **Cunningham**, seconded by Councilmember **Malone**, the resolution was adopted **approving the appointment of Sherida Yanguas as Deputy Town Clerk, on a limited basis, to fulfill the Town Clerk duties at all workshop and special town board meetings held on August 12, 2024.**

UPON VOTING	Town Board Member	Perticone	voting	AYE
	Town Board Member	Wehner	voting	ABSENT
	Town Board Member	Malone	voting	AYE
	Town Board Member	Cunningham	voting	AYE
	Town Supervisor	Evans	voting	AYE

Resolution Number 2024-167

07A2024-5 RESOLUTION AUTHORIZING THE APPOINTMENT OF A CONSERVATION BOARD MEMBER

On a motion made by Councilmember **Cunningham**, seconded by Councilmember **Malone**, the resolution was adopted **approving the appointment of Katie Jaeckel to the Conservation Board for a term expiring December 31, 2025.**

UPON VOTING	Town Board Member	Perticone	voting	AYE
	Town Board Member	Wehner	voting	ABSENT
	Town Board Member	Malone	voting	AYE
	Town Board Member	Cunningham	voting	AYE
	Town Supervisor	Evans	voting	AYE

Resolution Number 2024-168

07A2024-6 RESOLUTION AUTHORIZING THE APPOINTMENT OF NEW MEMBERS TO THE CLIMATE SMART TASK FORCE

On a motion made by Councilmember **Malone**, seconded by Councilmember **Cunningham**, the resolution was adopted **appointing Andrae Evans, Samantha McManus, Clare Henrie, Matthew Isles, Paul Kane, Kaitlin Stack Whitney and Nora Walter to the Climate Smart Community Task Force.**

UPON VOTING	Town Board Member	Perticone	voting	AYE
	Town Board Member	Wehner	voting	ABSENT
	Town Board Member	Malone	voting	AYE
	Town Board Member	Cunningham	voting	AYE
	Town Supervisor	Evans	voting	AYE

Resolution Number 2024-169

Assessor

07A2024-7 RESOLUTION AUTHORIZING A SETTLEMENT AGREEMENT WITH RITE AID #4894 KAMIN IRONDEQUOIT LLC

On a motion made by Councilmember **Cunningham**, seconded by Councilmember **Malone**, the resolution was adopted **approving the settlement agreement with Rite Aid #4894 KAMIN Irondequoit reducing the assessment from \$2.8 million to \$2.7 million for the 2023-2026 tax years.**

UPON VOTING	Town Board Member	Perticone	voting	NAY
	Town Board Member	Wehner	voting	ABSENT
	Town Board Member	Malone	voting	AYE
	Town Board Member	Cunningham	voting	AYE
	Town Supervisor	Evans	voting	AYE

Resolution Number 2024-170

07A2024-8 RESOLUTION AUTHORIZING A SETTLEMENT AGREEMENT WITH WALGREEN EASTERN CO., INC (700 RIDGE ROAD)

On a motion made by Councilmember **Cunningham**, seconded by Supervisor **Evans**, the resolution was adopted **approving the settlement agreement with Walgreen (700 Ridge Road) reducing the assessment from \$6.95 million to \$4.7 million for the 2024-2027 tax years.**

UPON VOTING	Town Board Member	Perticone	voting	NAY
	Town Board Member	Wehner	voting	ABSENT
	Town Board Member	Malone	voting	AYE
	Town Board Member	Cunningham	voting	AYE
	Town Supervisor	Evans	voting	AYE

Resolution Number 2024-171

07A2024-9 RESOLUTION AUTHORIZING A SETTLEMENT AGREEMENT WITH HD DEVELOPMENT OF MARYLAND C/O HOME DEPOT #1273

On a motion made by Councilmember **Cunningham**, seconded by Councilmember **Malone**, the resolution was adopted **approving the settlement agreement with HD Development of Maryland Inc c/o Home Depot #1273 reducing the assessment from \$7.1 million to \$6.887 million for the 2023-2026 tax years.**

UPON VOTING	Town Board Member	Perticone	voting	NAY
	Town Board Member	Wehner	voting	ABSENT
	Town Board Member	Malone	voting	AYE
	Town Board Member	Cunningham	voting	AYE
	Town Supervisor	Evans	voting	AYE

Resolution Number 2024-172

Community Development:

07A2024-10 RESOLUTION REGARDING STATE ENVIRONMENTAL QUALITY REVIEW ACT COMPLIANCE IN THE MATTER OF REZONING APPLICATION FOR 41 LORRAINE DRIVE, TAX ID: 076.15-6-45, FROM R-1 RESIDENTIAL TO MUC – MIXED USE COMMERCIAL

On a motion made by Councilmember **Cunningham**, seconded by Councilmember **Malone**, the resolution was adopted **determining that no Environmental Impact Statement is required and that a Negative Declaration will be filed with the Town Clerk.**

UPON VOTING	Town Board Member	Perticone	voting	AYE
	Town Board Member	Wehner	voting	ABSENT
	Town Board Member	Malone	voting	AYE
	Town Board Member	Cunningham	voting	AYE
	Town Supervisor	Evans	voting	AYE

Resolution Number 2024-173

07A2024-11 RESOLUTION APPROVING AN APPLICATION ON THE MATTER OF REZONING 41 LORRAINE DRIVE, TAX ID: 076.155-7-45, FROM R-1 RESIDENTIAL DISTRICT TO MUC – MIXED USE COMMERCIAL DISTRICT

On a motion made by Councilmember **Malone**, seconded by Councilmember **Cunningham**, the resolution was adopted **approving the application on the matter of rezoning 41 Lorraine Drive from R-1 Residential District to MUC – Mixed Use Commercial District and adopting Local Law 4 of 2024, amending the Official Zoning Map of the Town of Irondequoit to rezone a portion of 41 Lorraine Drive.**

UPON VOTING	Town Board Member	Perticone	voting	AYE
	Town Board Member	Wehner	voting	ABSENT
	Town Board Member	Malone	voting	AYE
	Town Board Member	Cunningham	voting	AYE
	Town Supervisor	Evans	voting	AYE

Resolution Number 2024-174

07A2024-12 RESOLUTION AUTHORIZING THE DEMOLITION AND REMOVAL OF AN UNSAFE BUILDING

On a motion made by Councilmember **Cunningham**, seconded by Councilmember **Perticone**, the resolution was adopted **authorizing the Director of Community Development to effectuate the demolition and removal of all or part of the building located at 95 Lake Bluff Road, Tax ID: 062.50-1-21.**

UPON VOTING	Town Board Member	Perticone	voting	AYE
	Town Board Member	Wehner	voting	ABSENT
	Town Board Member	Malone	voting	AYE
	Town Board Member	Cunningham	voting	AYE
	Town Supervisor	Evans	voting	AYE

Resolution Number 2024-175

Comptroller:

07A2024-13 RESOLUTION AUTHORIZING AN AGREEMENT WITH THE CATHOLIC FAMILY CENTER FOR NON-MEDICAL HOME SUPPORT SERVICES TO THE ELDERLY AS APPROVED THROUGH THE

COMMUNITY DEVELOPMENT BLOCK GRANT DURING AUGUST 1, 2024 THROUGH JULY 31, 2025

On a motion made by Councilmember **Cunningham**, seconded by Councilmember **Malone**, the resolution was adopted **authorizing the Supervisor to enter into an agreement with the Catholic Family Center for non-medical home support services to elderly residents of Irondequoit as approved through the Community Development Block Grant during the grant period from August 1, 2024 through July 31, 2025 in the amount of \$26,563.**

UPON VOTING	Town Board Member	Perticone	voting	AYE
	Town Board Member	Wehner	voting	ABSENT
	Town Board Member	Malone	voting	AYE
	Town Board Member	Cunningham	voting	AYE
	Town Supervisor	Evans	voting	AYE

Resolution Number 2024-176

07A2024-14 RESOLUTION AUTHORIZING AN AGREEMENT WITH THE HOUSING COUNCIL AT PATHSTONE FOR HOUSING COUNSELING SERVICES TO LOW- AND MODERATE-INCOME RESIDENTS AS APPROVED THROUGH THE COMMUNITY DEVELOPMENT BLOCK GRANT DURING AUGUST 1, 2024 THROUGH JULY 31, 2025

On a motion made by Councilmember **Malone**, seconded by Councilmember **Cunningham**, the resolution was adopted **authorizing the Supervisor to enter into an agreement with the Housing Council at Pathstone for housing counseling services to low- and moderate-income residents as approved through the Community Development Block Grant during August 1, 2024 through July 31, 2025.**

UPON VOTING	Town Board Member	Perticone	voting	AYE
	Town Board Member	Wehner	voting	ABSENT
	Town Board Member	Malone	voting	AYE
	Town Board Member	Cunningham	voting	AYE
	Town Supervisor	Evans	voting	AYE

Resolution Number 2024-177

07A2024-15 RESOLUTION AUTHORIZING AN AGREEMENT WITH THE IRONDEQUOIT COMMUNITY CUPBOARD TO PROVIDE HEALTHY FOOD CHOICES TO LOW-INCOME RESIDENTS AS APPROVED THROUGH THE COMMUNITY DEVELOPMENT BLOCK GRANT DURING AUGUST 1, 2024 THROUGH JULY 31, 2025

On a motion made by Councilmember **Cunningham**, seconded by Councilmember **Malone**, the resolution was adopted **authorizing the Supervisor to enter into an agreement with the Irondequoit Community Cupboard to provide healthy food choices to low-income persons in the Town as approved through the Community Development Block Grant during August 1, 2024 through July 31, 2025.**

UPON VOTING	Town Board Member	Perticone	voting	AYE
	Town Board Member	Wehner	voting	ABSENT
	Town Board Member	Malone	voting	AYE
	Town Board Member	Cunningham	voting	AYE
	Town Supervisor	Evans	voting	AYE

Resolution Number 2024-178

07A2024-16 RESOLUTION AUTHORIZING AN AGREEMENT WITH LIFESPAN OF GREATER ROCHESTER, INC. FOR TRANSPORTATION SERVICES TO THE ELDERLY AS APPROVED THROUGH THE COMMUNITY DEVELOPMENT BLOCK GRANT DURING AUGUST 1, 2024 THROUGH JULY 31, 2025

On a motion made by Councilmember **Cunningham**, seconded by Councilmember **Malone**, the resolution was adopted **authorizing the Supervisor to enter into an agreement with Lifespan of Greater Rochester, Inc. for Transportation Services to the Elderly as approved through the Community Development Block Grant during August 1, 2024 through July 31, 2025.**

UPON VOTING	Town Board Member	Perticone	voting	AYE
	Town Board Member	Wehner	voting	ABSENT
	Town Board Member	Malone	voting	AYE
	Town Board Member	Cunningham	voting	AYE
	Town Supervisor	Evans	voting	AYE

Resolution Number 2024-179

07A2024-17 RESOLUTION AUTHORIZING AN AGREEMENT WITH LIFESPAN OF GREATER ROCHESTER, INC . FOR “HOME SAFE HOME FOR SENIORS” PROGRAM OF SUPPORT SERVICES TO THE ELDERLY AS APPROVED THROUGH THE COMMUNITY DEVELOPMENT BLOCK GRANT DURING AUGUST 1, 2024 THROUGH JULY 31, 2025

On a motion made by Councilmember **Cunningham**, seconded by Councilmember **Malone**, the resolution was adopted **authorizing the Supervisor to enter into an agreement with Lifespan of Greater Rochester, Inc. non-medical home support services to elderly residents of Irondequoit as approved through the Community Development Block Grant during August 1, 2024 through July 31, 2025.**

UPON VOTING	Town Board Member	Perticone	voting	AYE
	Town Board Member	Wehner	voting	ABSENT
	Town Board Member	Malone	voting	AYE
	Town Board Member	Cunningham	voting	AYE
	Town Supervisor	Evans	voting	AYE

Resolution Number 2024-180

07A2024-18 RESOLUTION AUTHORIZING AN AGREEMENT WITH ST. PAUL BOULEVARD FIRE DISTRICT FOR AWARD AND USE OF AMERICAN RESCUE PLAN ACT FUNDING

On a motion made by Councilmember **Malone**, seconded by Councilmember **Perticone**, the resolution was adopted **authorizing the Award and use of ARPA funds in the amount of \$147,000 to the St. Paul Blvd. Fire District and authorizing the Supervisor to enter into an agreement for award and use of ARPA Funds with the St. Paul Blvd Fire District.**

UPON VOTING	Town Board Member	Perticone	voting	AYE
	Town Board Member	Wehner	voting	ABSENT
	Town Board Member	Malone	voting	AYE
	Town Board Member	Cunningham	voting	AYE
	Town Supervisor	Evans	voting	AYE

Resolution Number 2024-181

07A2024-19 RESOLUTION AUTHORIZING A DONATION FROM SPECIAL EVENTS TO ST. KATERI TEKAKWITHA PARISH – TABLED

Police:

07A2024-20 RESOLUTION AUTHORIZING ATTENDANCE AT THE BASIC NEGOTIATOR SCHOOL – NEW YORK ASSOCIATION OF HOSTAGE NEGOTIATORS AND DCJS CERTIFICATION

On a motion made by Councilmember **Malone**, seconded by Councilmember **Perticone**, the resolution was adopted **authorizing that a Police Officer attend the Basic Negotiator School-New York Association of Hostage Negotiators and DCJS Certification.**

UPON VOTING	Town Board Member	Perticone	voting	AYE
	Town Board Member	Wehner	voting	ABSENT
	Town Board Member	Malone	voting	AYE
	Town Board Member	Cunningham	voting	AYE
	Town Supervisor	Evans	voting	AYE

Resolution Number 2024-182

Public Works

**07A2024-21 RESOLUTION PURSUANT TO THE STATE ENVIRONMENTAL
QUALITY REVIEW ACT REGARDING BELMEADE DRAINAGE
PROJECT**

On a motion made by Councilmember **Cunningham**, seconded by Councilmember **Malone**, the resolution was adopted issuing a Negative Declaration for the Belmeade Draining Project under the State Environmental Review Act.

UPON VOTING	Town Board Member	Perticone	voting	AYE
	Town Board Member	Wehner	voting	ABSENT
	Town Board Member	Malone	voting	AYE
	Town Board Member	Cunningham	voting	AYE
	Town Supervisor	Evans	voting	AYE

Resolution Number 2024-183

**07A2024-22 RESOLUTION AWARDING A BID FOR THE BELLEHURST PUMP
STATION IMPROVEMENT PROJECT**

On a motion made by Councilmember **Malone**, seconded by Councilmember **Cunningham**, the resolution was adopted awarding the bid for Bellehurst Pump Station improvements to Rochester Earth, Inc. in the amount of \$532,000.

UPON VOTING	Town Board Member	Perticone	voting	AYE
	Town Board Member	Wehner	voting	ABSENT
	Town Board Member	Malone	voting	AYE
	Town Board Member	Cunningham	voting	AYE
	Town Supervisor	Evans	voting	AYE

Resolution Number 2024-184

**07A2024-23 RESOLUTION AUTHORIZING MONROE COUNTY TO INSTALL
BIKE LANE SIGNS ON A PORTION OF EAST RIDGE ROAD**

On a motion made by Councilmember **Cunningham**, seconded by Councilmember **Malone**, the resolution was adopted **approving the installation of Bike Lane signs as proposed by Monroe County Department of Transportation**.

UPON VOTING	Town Board Member	Perticone	voting	AYE
	Town Board Member	Wehner	voting	ABSENT
	Town Board Member	Malone	voting	AYE
	Town Board Member	Cunningham	voting	AYE
	Town Supervisor	Evans	voting	AYE

Resolution Number: 2024-185

**07A2024-24 RESOLUTION CALLING FOR A PUBLIC HEARING ON A LOCAL
LAW AMENDING ARTICLE VII OF CHAPTER 222 OF THE TOWN
CODE RELATING TO INSTALLATION OF NO STOPPING SIGNS**

On a motion made by Councilmember **Malone**, seconded by Councilmember **Cunningham**, the resolution was adopted **scheduling a public hearing on this matter on August 20, 2024 at 7:35 p.m.**

UPON VOTING	Town Board Member	Perticone	voting	AYE
	Town Board Member	Wehner	voting	ABSENT
	Town Board Member	Malone	voting	AYE
	Town Board Member	Cunningham	voting	AYE
	Town Supervisor	Evans	voting	AYE

Resolution Number: 2024-186

07A2024-25 RESOLUTION ABANDONING INTEREST IN AN EASEMENT

On a motion made by Councilmember **Malone**, seconded by Councilmember **Cunningham**, the resolution was adopted **abandoning the easement contemplated in the approved site plan for 2194 Hudson Avenue by the Town Planning Board**.

UPON VOTING	Town Board Member	Perticone	voting	AYE
	Town Board Member	Wehner	voting	ABSENT
	Town Board Member	Malone	voting	AYE
	Town Board Member	Cunningham	voting	AYE
	Town Supervisor	Evans	voting	AYE

Resolution Number: 2024-187

07A2024-26 RESOLUTION AUTHORIZING SECURITY UPGRADES AND ASSOCIATED TRANSFER OF FUNDS

On a motion made by Councilmember **Cunningham**, seconded by Councilmember **Malone**, the resolution was adopted **approving the purchase of the equipment from Johnson Controls Fire Protection LP in an amount not to exceed \$6,550.50 and authorizing a transfer from the General Fund balance to Account No. 001.1621.4120 in the amount of \$6,550.50 for the purchase of the upgrades**.

UPON VOTING	Town Board Member	Perticone	voting	AYE
	Town Board Member	Wehner	voting	ABSENT
	Town Board Member	Malone	voting	AYE
	Town Board Member	Cunningham	voting	AYE
	Town Supervisor	Evans	voting	AYE

Resolution Number: 2024-188

07A2024-27 RESOLUTION AUTHORIZING AN AGREEMENT WITH EMPIRE STATE DEVELOPMENT FOR THE DISBURSEMENT OF A RESTORE NY GRANT

On a motion made by Councilmember **Malone**, seconded by Councilmember **Cunningham**, the resolution was adopted **authorizing the acceptance of the Grant and authorizing the Supervisor to complete and sign the Disbursement Agreement and all necessary documents related to the projects contemplated in the application filed pursuant to Resolution No. 2017-294**.

UPON VOTING	Town Board Member	Perticone	voting	AYE
	Town Board Member	Wehner	voting	ABSENT
	Town Board Member	Malone	voting	AYE
	Town Board Member	Cunningham	voting	AYE
	Town Supervisor	Evans	voting	AYE

Resolution Number: 2024-189

07A2024-28 RESOLUTION APPROVING THE SPECIAL EVENT LICENSE FOR YELLOWJACKET RACING/FLEET FEET'S ROCHESTER HALF MARATHON AND 5K RUN

On a motion made by Councilmember **Malone**, seconded by Councilmember **Cunningham**, the resolution was adopted **approving a Special Event License to conduct the Rochester Half Marathon and 5K Race on Sunday, September 15, 2024, from 5:30 a.m. to 11:00 a.m., upon the condition that YellowJacket Racing/Fleet Feet notifies all affected residents before the event**.

REGULAR TOWN BOARD MEETING**JULY 16TH, 2024 98**

UPON VOTING	Town Board Member	Perticone	voting	AYE
	Town Board Member	Wehner	voting	ABSENT
	Town Board Member	Malone	voting	AYE
	Town Board Member	Cunningham	voting	AYE
	Town Supervisor	Evans	voting	AYE

*Resolution Number: 2024-190***07A2024-29 RESOLUTION AUTHORIZING THE SPECIAL EVENT LICENSE FOR THE ST. JOSAPHAT UKRAINIAN CATHOLIC CHURCH ANNUAL UKRAINIAN FESTIVAL**

On a motion made by Councilmember **Cunningham**, seconded by Councilmember **Malone**, the resolution was adopted **approving the Special Event License for St. Josaphat Ukrainian Catholic Church to hold its annual Ukrainian Festival beginning Thursday, August 15, 2024 at 12:00 p.m. and ending Wednesday, August 21, 2024 at 12:00 a.m. Equipment and rides may be set on Sunday, August 11, 2024, and taken down on Thursday, August 22, 2024, conditioned on the applicant notifying all affected residents before the event.**

UPON VOTING	Town Board Member	Perticone	voting	AYE
	Town Board Member	Wehner	voting	ABSENT
	Town Board Member	Malone	voting	AYE
	Town Board Member	Cunningham	voting	AYE
	Town Supervisor	Evans	voting	AYE

*Resolution Number: 2024-191***07A2024-30 RESOLUTION APPROVING THE SPECIAL EVENT LICENSE FOR THE MARKET AT I-SQUARE'S SUMMER PARTY**

On a motion made by Councilmember **Malone**, seconded by Councilmember **Cunningham**, the resolution was adopted **approving the Special Event License for the Market at I-Square's Summer Party to be held on Sunday, July 21, 2024 from 12:00 p.m. to 9:00 p.m., upon the condition that the Market at I-Square notifies all affected residents before the event.**

UPON VOTING	Town Board Member	Perticone	voting	AYE
	Town Board Member	Wehner	voting	ABSENT
	Town Board Member	Malone	voting	AYE
	Town Board Member	Cunningham	voting	AYE
	Town Supervisor	Evans	voting	AYE

*Resolution Number: 2024-192***Upcoming Meetings:****Town Board Workshop Meeting:
Regular Town Board Meeting:****Monday, August 12, 2024 @ 4 PM
Tuesday, August 20, 2024 @ 7 PM**

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Cunningham**, the Regular Town Board Meeting was adjourned at 8:27 p.m.

UPON VOTING	Town Board Member	Perticone	voting	AYE
	Town Board Member	Wehner	voting	ABSENT
	Town Board Member	Malone	voting	AYE
	Town Board Member	Cunningham	voting	AYE
	Town Supervisor	Evans	voting	AYE

Respectfully submitted,



Latasha Elder, Town Clerk



a town for a lifetime
IRONDEQUOIT *New York*

July 16, 2024

Findings from Ethics Review of the Town Assessor

On or about February 26, 2024, Anthony Costanza was appointed as the new Assessor for the Town of Irondequoit. It was known and addressed at the time that Mr. Costanza went through the legal process of grieving his home assessment in 2023. After gaining employment with the Town, Mr. Costanza went through the steps to again grieve his home assessment for the 2024 cycle, as all town residents have the right to do. Given his role as Town Assessor, Mr. Costanza consulted with his tax peers, and worked with them to officially review his assessment. Ultimately, Mr. Costanza's assessed value was lowered from \$200,000 to \$170,000. Separately, it also became public that Mr. Costanza's taxes were lower in 2024 than in 2023.

Upon learning of the actions taken by Mr. Costanza, Supervisor Evans immediately contacted the New York State Inspector General and the Town's independent auditor to request an independent investigation and review of the situation, to ensure transparency and fairness in the process.

The investigations have concluded that no illegal or unethical activity has transpired given the steps Mr. Costanza took to have his assessment reviewed and the parameters he adhered to during the process. The State Inspector General and the Town's auditor declined to take action on the matter.

Additionally, as an Air Force veteran, Mr. Costanza is entitled to the veterans and VA disability status that provides a small benefit to the heroes who have fought for our country. Mr. Costanza applied for this status in October 2022 and due to the standard processing time, the benefit did not take effect until the 2024 tax year. The investigation concluded that there is no evidence of Mr. Costanza using his position to lower his own taxes.

The Town of Irondequoit takes these matters incredibly seriously, and we are grateful to those who provided clarity and counsel during the investigations. While the reviews showed no evidence of illegal or unethical activity, we recognize that there exist many gray areas in ethics. To ensure clarity and consistency going forward, Supervisor Evans is mandating ethics training for Mr. Costanza.

152 Nob Hill

152 Nob Hill Attachment B

Ghost house



147 Nob Hill

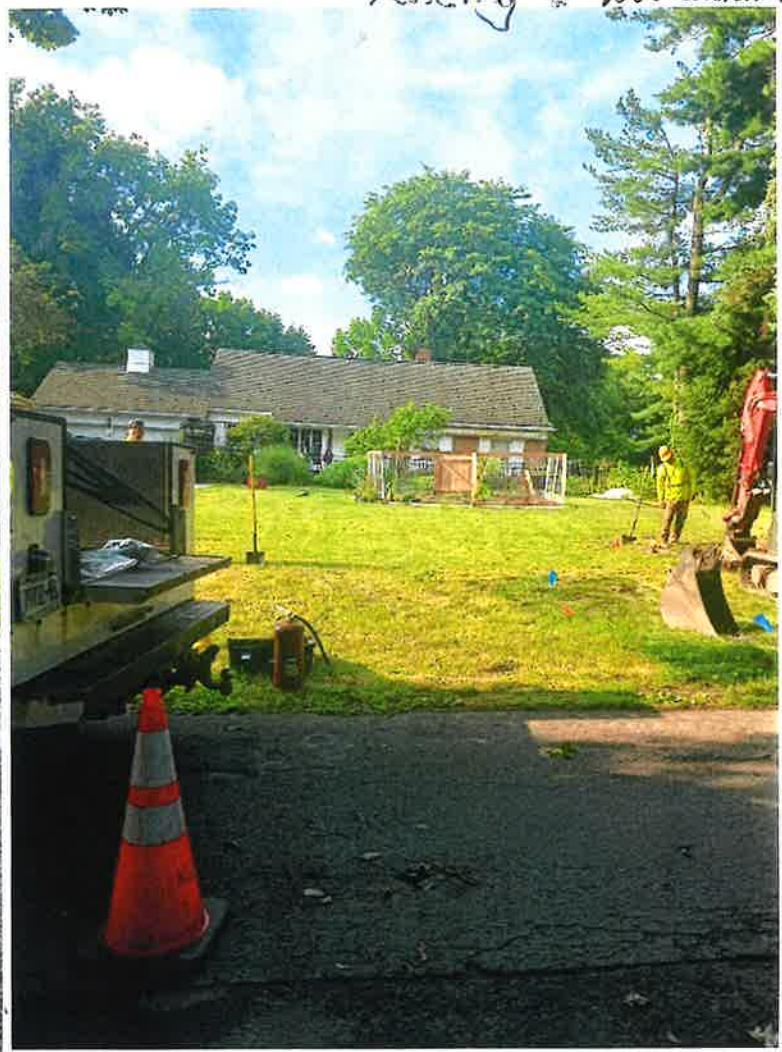
Ghost house



Nob Hill



Nob Hill fencing? Attachment B



149 Nob Hill

Ghost house



**EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD ADOPTING
A LOCAL LAW AMENDING ARTICLE VII, SCHEDULE XIII OF CHAPTER
222 OF THE TOWN CODE RELATING TO INSTALLATION OF NO
STOPPING SIGNS**

At the regular meeting of the Town Board of the Town of Irondequoit, Monroe County, New York held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 20th day of August, 2024 at 7:00 p.m. local time: there were

PRESENT:

Andrae' Evans	Town Supervisor
Ann Cunningham	Town Board Member
Grant Malone	Town Board Member
John Perticone	Town Board Member
Peter Wehner	Town Board Member

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

WHEREAS, at a regular meeting of the Town Board, Town Board Member Malone introduced a proposed local law to amend Article VII, Schedule XIII of Chapter 222 of the Code also referred to as § 222-63, as it applies to § 222-17 of the Code of the Town of Irondequoit, and the proposed law is attached hereto as **Attachment A**; and

WHEREAS, a request from Monroe County Department of Transportation (“MCDOT”) was received by the Town Clerk’s office proposing the installation of No Stopping signs on the east and west side of East Ridge Road from Kane Drive to Culver Road; and

WHEREAS, pursuant to Municipal Home Rule §20(5) no local law shall be passed by the Town Board until a public hearing is held; and

WHEREAS, the Town Board adopted a resolution on July 16, 2024, calling for a public hearing to be held on August 20, 2024 at 7:3Xpm; and

WHEREAS, notice of said public hearing was duly published in the *Daily Record*, the official newspaper of the Town, and posted as required by law; and

WHEREAS, the Town Board received written copy of the Proposed Law (Attachment A) via email at least 10 days before this meeting (excluding Sundays) pursuant to Municipal Home Rule Law § 20(4); and

WHEREAS, the Town Board conducted the public hearing on August 20, 2024 and all interested parties who wished to be heard were heard; and

WHEREAS, the Town Board, after due deliberation, for reasons described in Resolution No. 2024- _____ and Attachment A hereto, finds it in the best interest of the Town of Irondequoit to amend Article VII, Schedule XIII of Chapter 222 of the Code also referred to as § 222-63, as reflected in this proposed amendment.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby adopts approved amendment to Article VII, Schedule XIII of Chapter 222 of the Code also referred to as § 222-63 to permit the installation of No Stopping signs on the east and west sides of East Ridge Road from Kane Drive to Culver Road.

AND, THEREFORE, BE IT FURTHER RESOLVED, that within twenty days thereof, the Town Clerk shall file one certified copy of the Local Law in the office of the County Clerk and one certified copy in the office of the Secretary of State.

This resolution shall take effect immediately upon its adoption.

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

Town Board Member	Perticone	voting	_____
Town Board Member	Wehner	voting	_____
Town Board Member	Malone	voting	_____
Town Board Member	Cunningham	voting	_____
Town Supervisor	Evans	voting	_____

ATTACHMENT A

LOCAL LAW NO. OF 2024
TO AMEND CHAPTER 222, Section 63,
OF THE CODE OF THE TOWN OF IRONDEQUOIT

Be it enacted by the Town Board of the Town of Irondequoit as follows:

1. Section 222-63 of the Code of the Town of Irondequoit is amended to add a no stopping sign to the following street:

Name of Street	Side	Location
East Ridge Road	Both	From Kane Drive to Culver Road

2. This law shall be effective upon filing with the Secretary of the State of New York, as required by the Municipal Home Rule Law.

Resolution No. 2024-

**EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD ADOPTING A
RESOLUTION AUTHORIZING THE PERMANENT APPOINTMENT OF A MAINTENANCE
MECHANIC II IN THE DEPARTMENT OF PUBLIC WORKS**

At a regular meeting of the Town Board of the Town of Irondequoit, Monroe County, New York, held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 20th day of August 2024, at 7:00 p.m. local time, there were

PRESENT:

Andraé Evans	Town Supervisor
Ann Cunningham	Town Board Member
Grant Malone	Town Board Member
John Perticone	Town Board Member
Peter Wehner	Town Board Member

Harter Secrest & Emery LLP

Attorney for the Town

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

WHEREAS, due to a retirement there is a vacancy for a Maintenance Mechanic II in the Department of Public Works; and

WHEREAS, on May 21, 2024, the position was posted per Civil Service guidelines, and thirteen applications were submitted; and

WHEREAS, the interview committee interviewed all qualified candidates and recommends that the Town Board appoint Craig Race to the position of Maintenance Mechanic II.

NOW THEREFORE BE IT RESOLVED, that the Town Board approves the appointment of Craig Race as a Maintenance Mechanic II, to be paid an hourly rate of \$30.35, which shall be drawn from the following budget codes: 60 % from 031.8125.100.1100, 30 % from 031.8120.0100.1100 and 10 % from 024.5142.100.1100.

This resolution shall take effect immediately.

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

Town Board Member	Perticone	voting	_____
Town Board Member	Wehner	voting	_____
Town Board Member	Malone	voting	_____
Town Board Member	Cunningham	voting	_____
Town Supervisor	Evans	voting	_____

**EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD ADOPTING A
RESOLUTION AUTHORIZING THE PERMANENT APPOINTMENT OF AN OFFICE CLERK III
IN THE IRONDEQUOIT POLICE DEPARTMENT**

At a regular meeting of the Town Board of the Town of Irondequoit, Monroe County, New York, held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 20th day of August 2024, at 7:00 p.m. local time, there were.

PRESENT:

Andraé Evans	Town Supervisor
Ann Cunningham	Town Board Member
Grant Malone	Town Board Member
John Perticone	Town Board Member
Peter Wehner	Town Board Member

Harter Secrest & Emery LLP Attorney for the Town

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

WHEREAS, on May 13th, 2024, by Resolution No. 2024 - 116, the Town Board appointed Megan Benwitz as a provisional Office Clerk III in the Police Department; and

WHEREAS, Ms. Benwitz has since taken the Office Clerk III Civil Service examination; and

WHEREAS, per Civil Service guidelines, the certified list has been canvassed, and Ms. Benwitz is reachable on that list; and

WHEREAS, the Chief of Police recommends that the Town Board makes Ms. Benwitz's provisional appointment as an Office Clerk III permanent.

NOW THEREFORE BE IT RESOLVED, that the Town Board authorizes the permanent appointment of Megan Benwitz as an Office Clerk III in the Police Department to be paid an hourly rate of \$18.57, which shall be drawn from budget code 001.3120.0100.1100.

This resolution shall take effect immediately.

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

Town Board Member	Perticone	voting	
Town Board Member	Wehner	voting	
Town Board Member	Malone	voting	
Town Board Member	Cunningham	voting	
Town Supervisor	Evans	voting	

**EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD ADOPTING A
RESOLUTION AUTHORIZING THE APPOINTMENT OF A FIRST DEPUTY TOWN CLERK IN
THE IRONDEQUOIT TOWN CLERK DEPARTMENT**

At a regular meeting of the Town Board of the Town of Irondequoit, Monroe County, New York, held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 20th day of August 2024, at 7:00 p.m. local time, there were.

PRESENT:

Andraé Evans	Town Supervisor
Ann Cunningham	Town Board Member
Grant Malone	Town Board Member
John Perticone	Town Board Member
Peter Wehner	Town Board Member

Harter Secrest & Emery LLP

Attorney for the Town

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

WHEREAS, there is a need to appoint a First Deputy Town Clerk in the Town Clerk's Office; and

WHEREAS, per Monroe County Civil Service guidelines, this is an Exempt Civil Service title, so there is no list to choose from; and

WHEREAS, Sherida Yanguas has held the Exempt title of Deputy Receiver of Taxes and Assessments since February 15th, 2022, per Resolution No. 2022 - 043; and

WHEREAS, the Town Clerk would like to also appoint Ms. Yanguas to the Exempt title of First Deputy Town Clerk to serve at the pleasure of the Town Clerk and to perform duties as set by the Town Clerk in accordance with Town Law § 30(10)(a); and

WHEREAS, the Town Clerk recommends that the Town Board permanently appoint Ms. Yanguas as the First Deputy Town Clerk and provide additional compensation for her based on the additional duties.

NOW THEREFORE BE IT RESOLVED, that the Town Board authorizes the appointment of Sherida Yanguas as the First Deputy Town Clerk. Ms. Yanguas is to be paid a total annual salary of \$54,149.00 as

the Deputy Receiver of Taxes and Assessments and the First Deputy Town Clerk, which shall be drawn from budget code 001.1330.0100.1100.

This resolution shall take effect immediately.

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

Town Board Member	Perticone	voting	_____
Town Board Member	Wehner	voting	_____
Town Board Member	Malone	voting	_____
Town Board Member	Cunningham	voting	_____
Town Supervisor	Evans	voting	_____

**EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD ADOPTING A
RESOLUTION AUTHORIZING THE PERMANENT APPOINTMENT OF AN OFFICE ACCOUNT
CLERK IN THE IRONDEQUOIT COMPTROLLER DEPARTMENT**

At a regular meeting of the Town Board of the Town of Irondequoit, Monroe County, New York, held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 20th day of August 2024, at 7:00 p.m. local time, there were

PRESENT:

Andraé Evans	Town Supervisor
Ann Cunningham	Town Board Member
Grant Malone	Town Board Member
John Perticone	Town Board Member
Peter Wehner	Town Board Member

Harter Secrest & Emery LLP

Attorney for the Town

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

WHEREAS, on September 22, 2023, by Resolution No. 2023-216, the Town Board appointed Cody Dizmang as a provisional Office Account Clerk in the Comptroller's Department; and

WHEREAS, Mr. Dizmang has since taken the Office Account Clerk Civil Service examination; and

WHEREAS, per Civil Service guidelines, the certified list has been canvassed, Mr. Dizmang is immediately reachable on that list, and the Comptroller recommends that the Town Board make Mr. Dizmang's provisional appointment permanent.

NOW THEREFORE BE IT RESOLVED, that the Town Board authorizes the permanent appointment of Cody Dizmang as an Office Account Clerk in the Comptroller's Department to be paid an hourly rate of \$20.90, which shall be drawn from budget code 001.1315.0100.1100.

This resolution shall take effect immediately.

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

Town Board Member	Perticone	voting	_____
Town Board Member	Wehner	voting	_____
Town Board Member	Malone	voting	_____
Town Board Member	Cunningham	voting	_____
Town Supervisor	Evans	voting	_____

Resolution No. 2024-

**EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD
AUTHORIZING A SETTLEMENT AGREEMENT WITH CIRRUS REALTY
HOLDINGS, LLC.**

At the regular meeting of the Town Board of the Town of Irondequoit, Monroe County, New York held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 20th of August, 2024 at 7:00 p.m. local time, there were

PRESENT:

Andraé Evans	Town Supervisor
Ann Cunningham	Town Board Member
Grant Malone	Town Board Member
John Perticone	Town Board Member
Peter Wehner	Town Board Member

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

WHEREAS, a stipulation and consent order for the Article 7 proceedings brought by Cirrus Realty Holdings, LLC, (2515 Culver Road) is being submitted by Anthony Costanza, the Assessor for the Town of Irondequoit, and recommended by Richard Franco, special counsel for the Town of Irondequoit for tax certiorari matters.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Irondequoit formally approves the stipulation and consent order with Cirrus Realty Holdings, LLC:

1. The assessment for the 2023 through 2027 tax year shall be reduced from \$6,000,000 to \$4,350,000 for tax parcel 092.10-2-47.11 (“Stipulated Reduced Assessment”). Refunds are to be paid on taxes paid and collected in excess of the Stipulated Reduced Assessment.
2. The parties agree that RPTL § 727, shall apply to this settlement for the 2023 through 2027 Tax Years (the “Moratorium Period”). The assessment during the Moratorium Period shall be \$4,350,000.

This resolution shall take effect immediately upon its adoption.

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

Town Board Member Perticone voting

Town Board Member	Wehner	voting	_____
Town Board Member	Malone	voting	_____
Town Board Member	Cunningham	voting	_____
Town Supervisor	Evans	voting	_____

**EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD CALLING
FOR A PUBLIC HEARING ON THE MATTER OF REZONING A PORTION OF TAX
ID: 107.06-1-32 FROM R-1 RESIDENTIAL DISTRICT R-2 RESIDENTIAL DISTRICT**

At the regular meeting of the Town Board of the Town of Irondequoit, Monroe County, New York held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 20th day of August, 2024, at 7:00 p.m. local time, there were

PRESENT:

Andraé Evans	Town Supervisor
Ann Cunningham	Town Board Member
Grant Malone	Town Board Member
John Perticone	Town Board Member
Peter Wehner	Town Board Member

Harter Secrest & Emery LLP Attorney for the Town

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

WHEREAS, Costich Engineering, acting as agent for Peace of Christ Parish, St. Ambrose Church, has submitted an application for the rezoning a portion of Tax Id: 107.06-1-32 in the R-1 Residential District to R-2 Residential District (the “Application”); and

WHEREAS, the location and boundaries of the subject parcel is described on the Re-Zoning Area Map, dated 07/08/2024 and legal description dated July 8, 2024, entitled: Project No. 7528.01, Page 1 of 1, attached hereto as **Attachment A**; and

WHEREAS, Town Board accepts the Application for review and consideration.

NOW THEREFORE BE IT RESOLVED, that the Application shall be referred to the Monroe County Planning Department for review and comment pursuant to the requirements of New York State Town Law § 264 and New York General Municipal Law § 239-m.

AND BE IT FURTHER RESOLVED, that the Application shall be referred to the Town Planning Board pursuant to Town Code § 235-99 and New York State Town Law § 264, and the Planning Board shall report back to the Town Board with its analysis of the Application on or before September 9, 2024.

AND BE IT FURTHER RESOLVED, as required by New York State Town Law § 264, that the Town Board hereby schedules a public hearing on this matter on **September 17, 2024, at 7:30 p.m.**

AND BE IT FURTHER RESOLVED, that the Town Clerk shall publish notice of the public hearing in accordance with all applicable laws.

This resolution shall take effect immediately upon its adoption.

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

Town Board Member	Perticone	voting	_____
Town Board Member	Wehner	voting	_____
Town Board Member	Malone	voting	_____
Town Board Member	Cunningham	voting	_____
Town Supervisor	Evans	voting	_____



a town for a lifetime **REZONE A PORTION OF TAN ID. 107.06-1-32**
IRONDEQUOIT *New York*

PROJECT ADDRESS 55 & 61 Waldo Avenue

TOTAL AREA OF PROJECT SITE 0.578 acres

TAX ID NO. 107.06-1-32 38/38/38 ZONING DISTRICT R-2 from R-1

PROPERTY OWNER (Print) St. Ambrose Church of Rochester PHONE (585) 288-5000

ADDRESS 25 Empire Boulevard ZIP CODE 14609

E-MAIL ADDRESS Patrizia.Macera@dor.org FAX NO. _____

APPLICANT (Print) Peace of Christ Parish - St. Ambrose Church PHONE (585) -288-5000

ADDRESS 25 Empire Boulevard ZIP CODE 14609

E-MAIL ADDRESS Patrizia.Macera@dor.org FAX NO. _____

AGENT Costich Engineering, DPC PHONE (585) 458-3020

ADDRESS 217 Lake Avenue ZIP CODE 14608

E-MAIL ADDRESS rRaimondi@costich.com FAX NO. _____

DESCRIPTION OF PROJECT We are sub-dividing three existing parcel into one. In doing so we will have a small portion of the new parcel within the R-1 zoning district, while the new parcel will be in the R-2 zoning district. We are requesting rezoning of that portion from district R-1 to R-2. We are also requesting a conditional Special Use permit for this project.

APPLICANT OR AGENT (PRINTED): Costich Engineering, DPC / Ray Raimondi

APPLICANT OR AGENT (SIGNATURE(S)): _____ DATE _____

REZONING

RECEIVED

JUL 17 2024

TOWN OF IRONDEQUOIT
PLANNING & ZONING DEPT.
RECEIVED
FEE \$ 900.00
(Do Not Write Below This Line/Office)

FEE \$ 900.00

DATE APPLICATION RECEIVED: 7.17.2024

+ 200.00 Admin. Referee.

Application Meeting/Public Hearing Dates

Application Accepted and Required Referral(s) Issued: Calling PT - 8.12.2024 TBNWSP
8.20.2024 TBNY

Public Hearing Date (Please note: more than one hearing date may be required):

9.9.2024 TBNWSP & 9.17.2024 TBNY

Planning Board Referral (if required):

8-26-2024 TBNY

Other Required Dates (if required)

AUTHORIZATION TO MAKE APPLICATION

I, Peace of Christ Roman Catholic Parish, authorize
(Property owner name- PLEASE PRINT)

Costich Engineering DPC / Raymond Raimondi PM, to act as my agent and

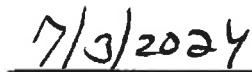
make application(s) to the Town of Irondequoit for the purpose of re-zoning

and re-subdivision for the property that I/we own (St Ambrose Church)

located at 55 & 61 Waldo Avenue in the Town of Irondequoit.



Signature



Date



Project No. 7528.02

July 15, 2024

Town Board
Town of Irondequoit
1280 Titus Avenue
Rochester, New York 14617

RE: Peace of Christ Parish - St Ambrose Church
Re-zoning Application & Re-subdivision
55 & 61 Waldo Avenue
Tax Map No's. 107.06-1-34, 107.06-1-38, 107.06-1-32, 107.06-1-33

Dear Supervisor Evans & Town Board Members:

On behalf of our client, Peace of Christ Parish -St. Ambrose Church, we are submitting re-subdivision plans for properties located at 55 & 61 Waldo Avenue. As a portion of the new subdivision is located in the R-1 zoning district and part is located in the R-2 zoning district, we are seeking that the re-zoning be now along the lines of the new subdivision and all in the R-2 zoning district. We are also submitting for administrative approval of this new subdivision.

The intent of the Parish is to sell the new subdivision parcel to an interested non-profit.

We are requesting that this be added to the August 12, 2024, Town Board workshop meeting agenda, and the August 20, 2024, regular Town Board meeting agenda.

To aid in your review attached please find:

- Fifteen (15) Copies of this Letter of Intent.
- Fifteen (15) Copies of the Subdivision Plan.
- Fifteen (15) Copies of the legal description and Map of property boundary.
- Fifteen (15) Copies of the legal description and Map of portion being re-zoned.
- Fifteen (15) Copies of the Town Board Application.
- Fifteen (15) Copies of EAF.
- One (1) Copy of Subdivision Application
- One (1) Copy of Proof of Ownership.
- One (1) Copy of Authorization form.
- One (1) \$1,900.00 Town Board Application fee check (re-zoning fee).
- One (1) \$200.00 Town Board Application fee check (Administrative Subdivision Approval).

CIVIL ENGINEERING • LAND SURVEYING • LANDSCAPE ARCHITECTURE

Costich Engineering, DPC • 217 Lake Avenue • Rochester, New York 14608
Office (585) 458-3020 • Fax (585) 458-2731 • www.costich.com



Project No. 7528.02

If you should have any further questions or comments, please feel free to contact our office.

Respectfully Submitted,

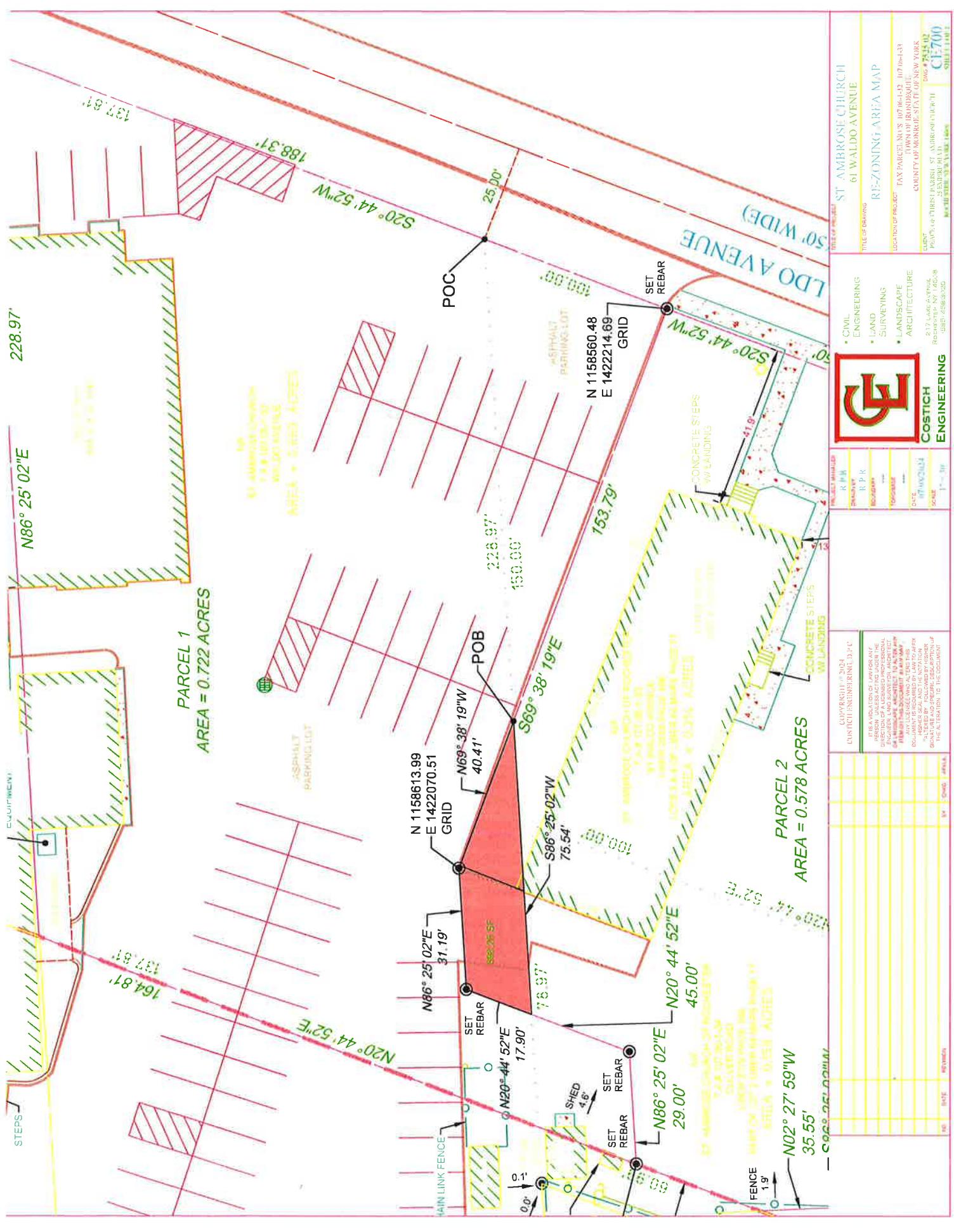
A handwritten signature in black ink, appearing to read 'Raymond Raimondi'.

Raymond Raimondi
COSTICH ENGINEERING, D.P.C.

Cc: Patrizia Macera / Peace of Christ Parish

CIVIL ENGINEERING • LAND SURVEYING • LANDSCAPE ARCHITECTURE

Costich Engineering, DPC • 217 Lake Avenue • Rochester, New York 14608
Office (585) 458-3020 • Fax (585) 458-2731 • www.costich.com





PEACE OF CHRIST PARISH - ST. AMBROSE CHURCH
TA- 107.06-1-32 & 107.06-1-33

**DESCRIPTION OF PROPOSED AREA OF PARCEL 2 TO
BE RE-ZONED FROM DISTRICT R-1 TO DISTRICT R-2**

All that tract or parcel of land situate in the Town of Irondequoit, County of Monroe, State of New York, all as shown on a map entitled, "Re-zoning area Map", prepared by Costich Engineering, dated 7/8/2024, having Drawing No. 7528.02-CE-700 and being more particularly bounded and described as follows:

Commencing at a point on the northeastern corner of the existing property line of 61 Waldo Avenue, said point also being on the common property line between St. Ambrose Church (T.A.#107.06-1-32), to the north, and St. Ambrose Church (T.A.#107.06-1-33), to the south; thence

- 1.) Westerly, along said northern bounds of 61 Waldo Avenue, a bearing of S86°25'02" W distance of 124.40 feet to a point, said point being point or place of beginning, thence
- 2.) Continuing westerly, along said property line a bearing of S86°25'02" W distance of 75.54 feet to a point, thence
- 3.) Northerly, a bearing of N20°44'52" E distance of 17.91 feet to a point, thence
- 4.) Easterly, a bearing of N86°25'02" E distance of 31.19 feet to a point, thence
- 5.) Southerly, a bearing of S69°38'19" E distance of 40.41 feet to a point, said point being point or place of beginning.

Intending to describe an area of 898.26 sf which is the portion of R-1 zoning district being re-zoned to R-2 as part of the new Parcel 2, at 61 Waldo Avenue in the Town of Irondequoit.



Layer List

Layers

Zoning Districts

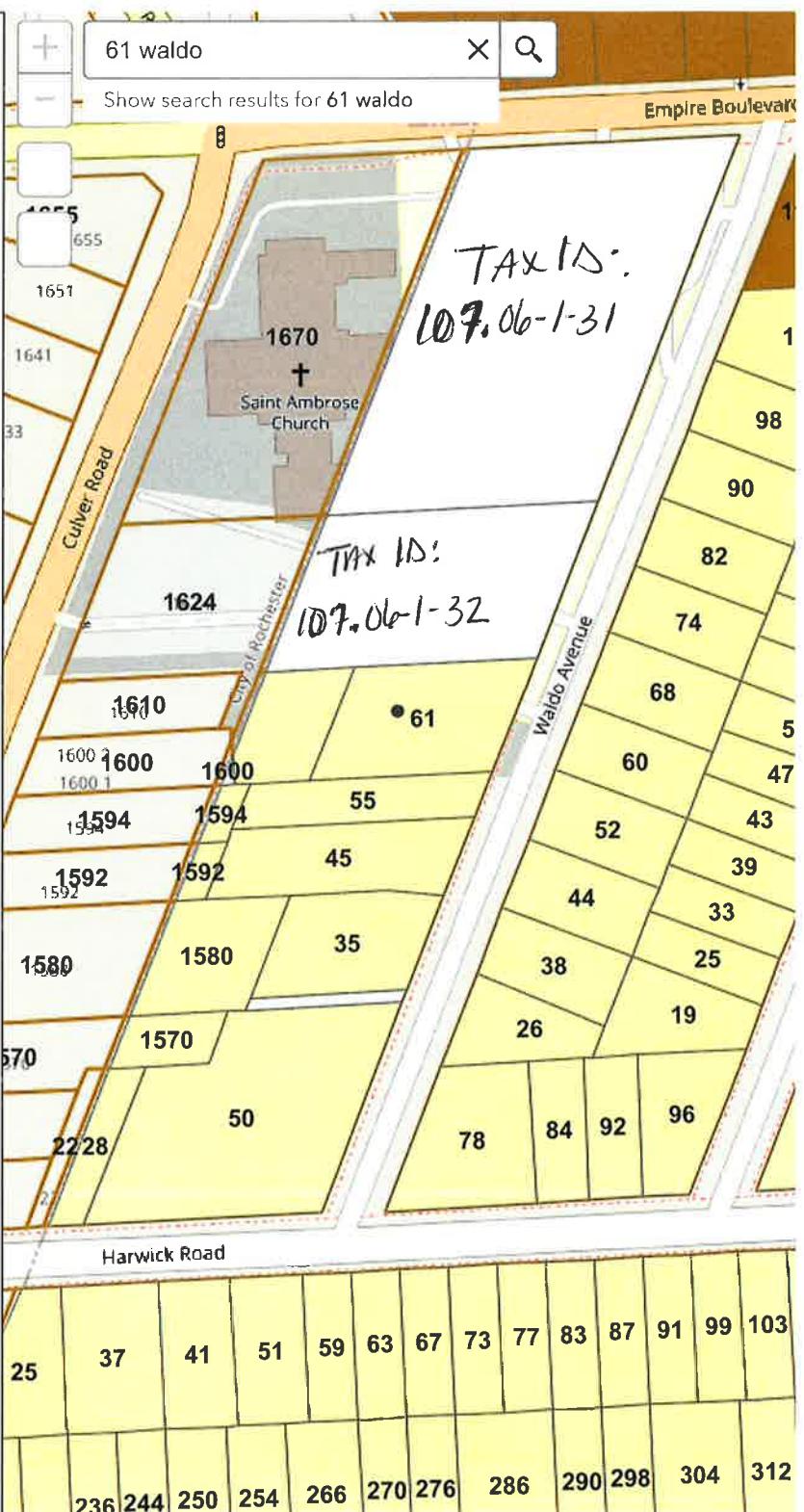
- C-Business (C)
- LaSalle's Landing Development District (LLDD)
- M-Manufacturing (M)
- Mixed Use Commercial (MUC)
- R-1
- R-2
- R-3
- R-4
- R-5
- R-6
- R-7
- Ridge Road Planned Development District (RRPDD)
- River Harbor (R-H)
- Rural Residential (R-R)
- Split Classification
- Waterfront Development (W-D)
- <all other values>

Traffic Control

Sidewalks

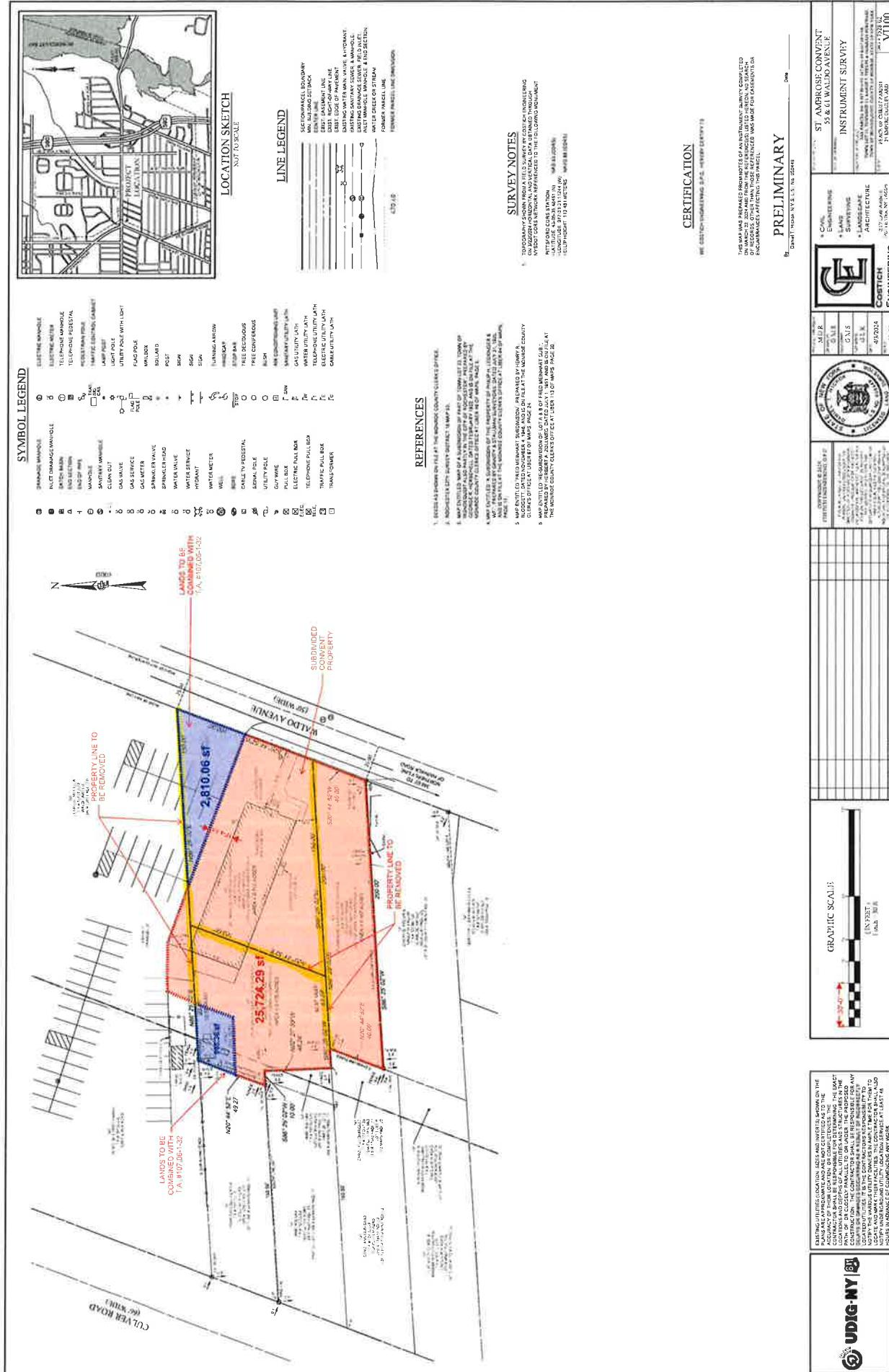
Community_Gardens

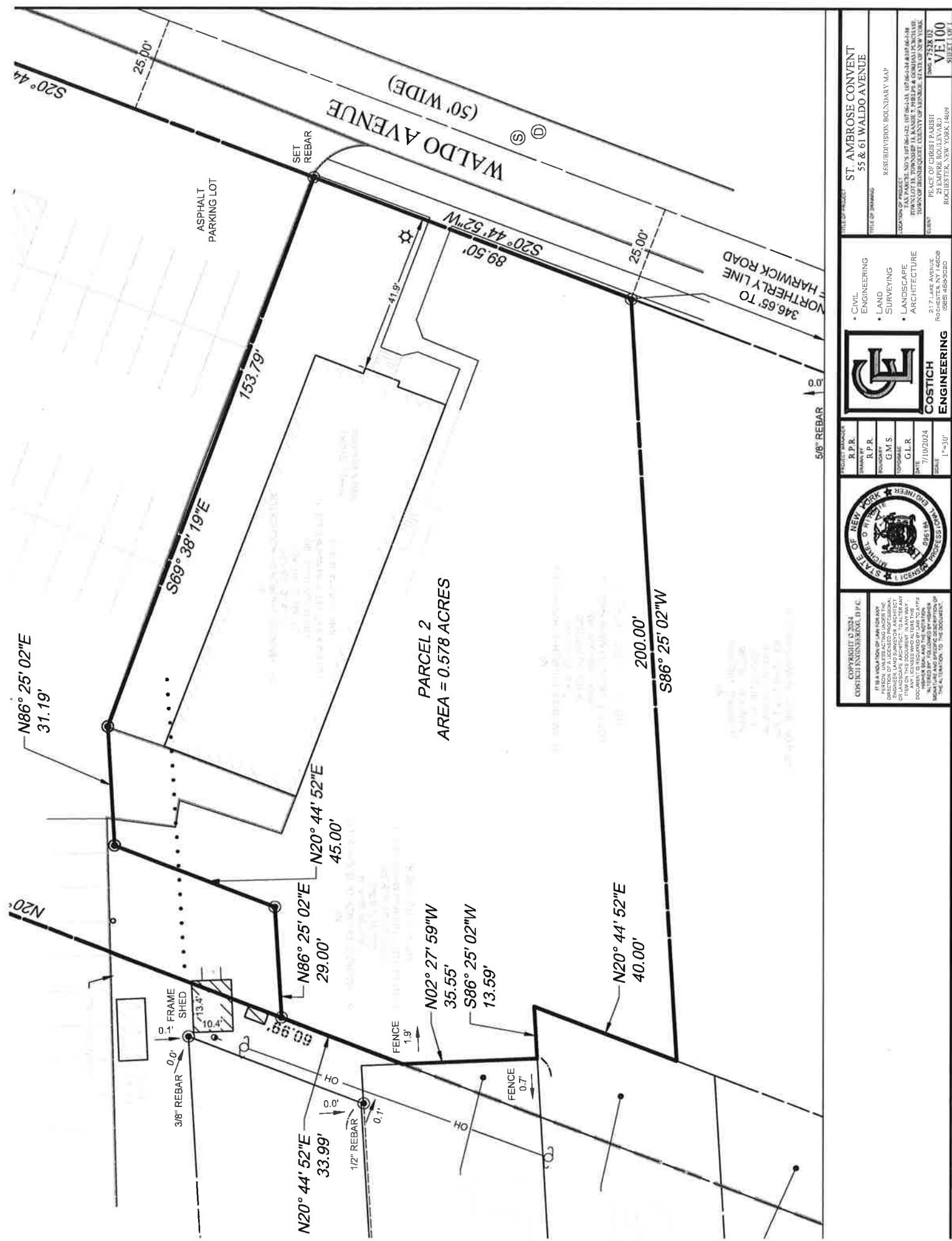
Crosswalk Lines



App State

Click to remove the map extent and layers visibility where you left off





Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

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

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

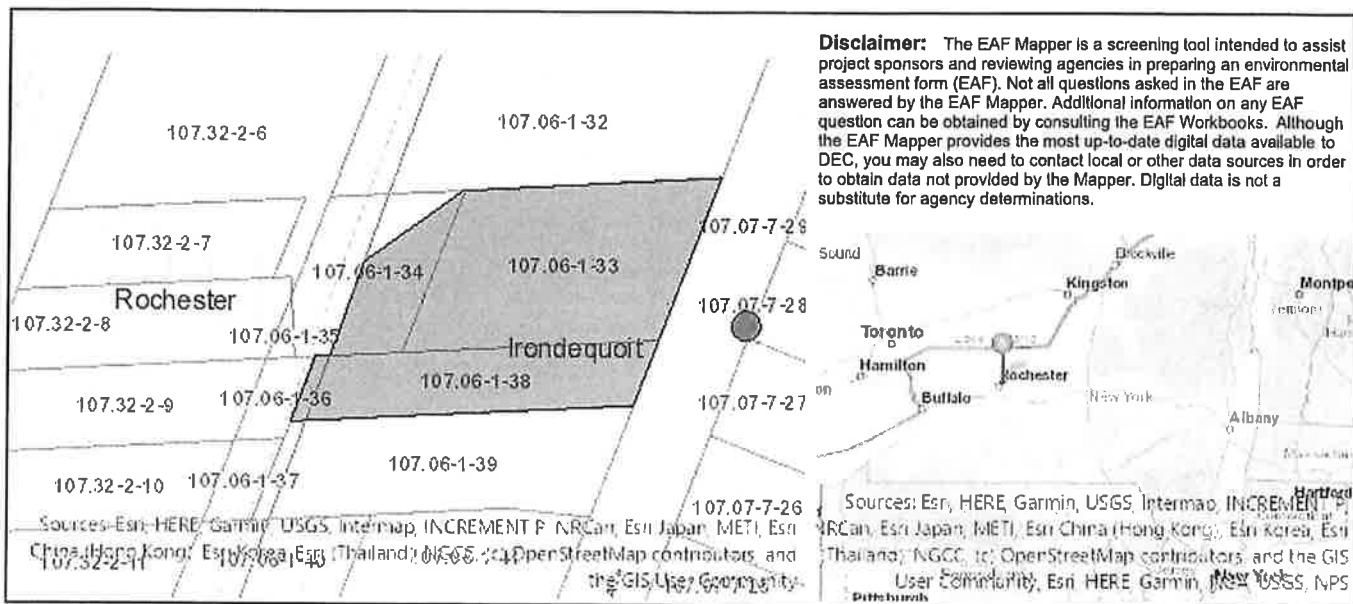
Part 1 – Project and Sponsor Information		
<p>Name of Action or Project: St. Ambrose Convent Subdivision Plan</p> <p>Project Location (describe, and attach a location map): 55 & 61 Waldo Ave</p> <p>Brief Description of Proposed Action: Rezoning of a portion of Parcel 1 from the R1 Zoning District to an R2 Zoning district, for the intent of resubdividing Parcel #2 into the newly created combination of the original separate lots.</p>		
<p>Name of Applicant or Sponsor: Costich Engineering as agent for applicant, St. Ambrose / Ray Raimondi PM</p> <p>Address: 217 Lake Ave</p> <p>City/PO: Rochester</p>		<p>Telephone: 585-458-3020 Ext 150</p> <p>E-Mail: rRaimondi@costich.com</p> <p>State: New York</p> <p>Zip Code: 14608</p>
<p>1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation?</p> <p>If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.</p> <p>2. Does the proposed action require a permit, approval or funding from any other government Agency?</p> <p>If Yes, list agency(s) name and permit or approval:</p> <p>3. a. Total acreage of the site of the proposed action? 0.58 acres b. Total acreage to be physically disturbed? 0 acres c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 4.58 acres</p> <p>4. Check all land uses that occur on, are adjoining or near the proposed action:</p> <p>5. <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify): <input type="checkbox"/> Parkland</p>		<input type="checkbox"/> NO <input type="checkbox"/> YES <input checked="" type="checkbox"/> YES <input type="checkbox"/> <input checked="" type="checkbox"/> YES <input type="checkbox"/>

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?	NO	YES	
If Yes, identify: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
b. Are public transportation services available at or near the site of the proposed action?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements?	NO	YES	
If the proposed action will exceed requirements, describe design features and technologies: _____ _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply?	NO	YES	
If No, describe method for providing potable water: _____ _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities?	NO	YES	
If No, describe method for providing wastewater treatment: _____ _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	NO	YES	
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:	
<input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input type="checkbox"/> Suburban	
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	
NO	YES
<input checked="" type="checkbox"/>	<input type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	
NO	YES
<input checked="" type="checkbox"/>	<input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	
a. Will storm water discharges flow to adjacent properties? b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: <hr/> <hr/>	
NO	YES
<input type="checkbox"/>	<input type="checkbox"/>
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment: <hr/>	
NO	YES
<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: <hr/>	
NO	YES
<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: <hr/>	
NO	YES
<input checked="" type="checkbox"/>	<input type="checkbox"/>
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE	
Applicant/sponsor name: Costich Engineering, DPC as agent / Ray Raimondi	
Signature: 	
Date: 7-31-2024	
Title: Project Manager	

EAF Mapper Summary Report

Wednesday, May 15, 2024 10:17 AM



Part 1 / Question 7 [Critical Environmental Area] No

Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites] Yes

Part 1 / Question 12b [Archeological Sites] Yes

Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies] No

Part 1 / Question 15 [Threatened or Endangered Animal] No

Part 1 / Question 16 [100 Year Flood Plain] No

Part 1 / Question 20 [Remediation Site] No



**COSTICH
ENGINEERING**

Project No. 7528.02
July 9, 2024
Page 1 of 1

PEACE OF CHRIST PARISH - ST. AMBROSE CHURCH
ST. AMBROSE CONVENT
TA- 107.06-1-32, 107.06-1-33, 107.06-1-34, & 107.06-1-38

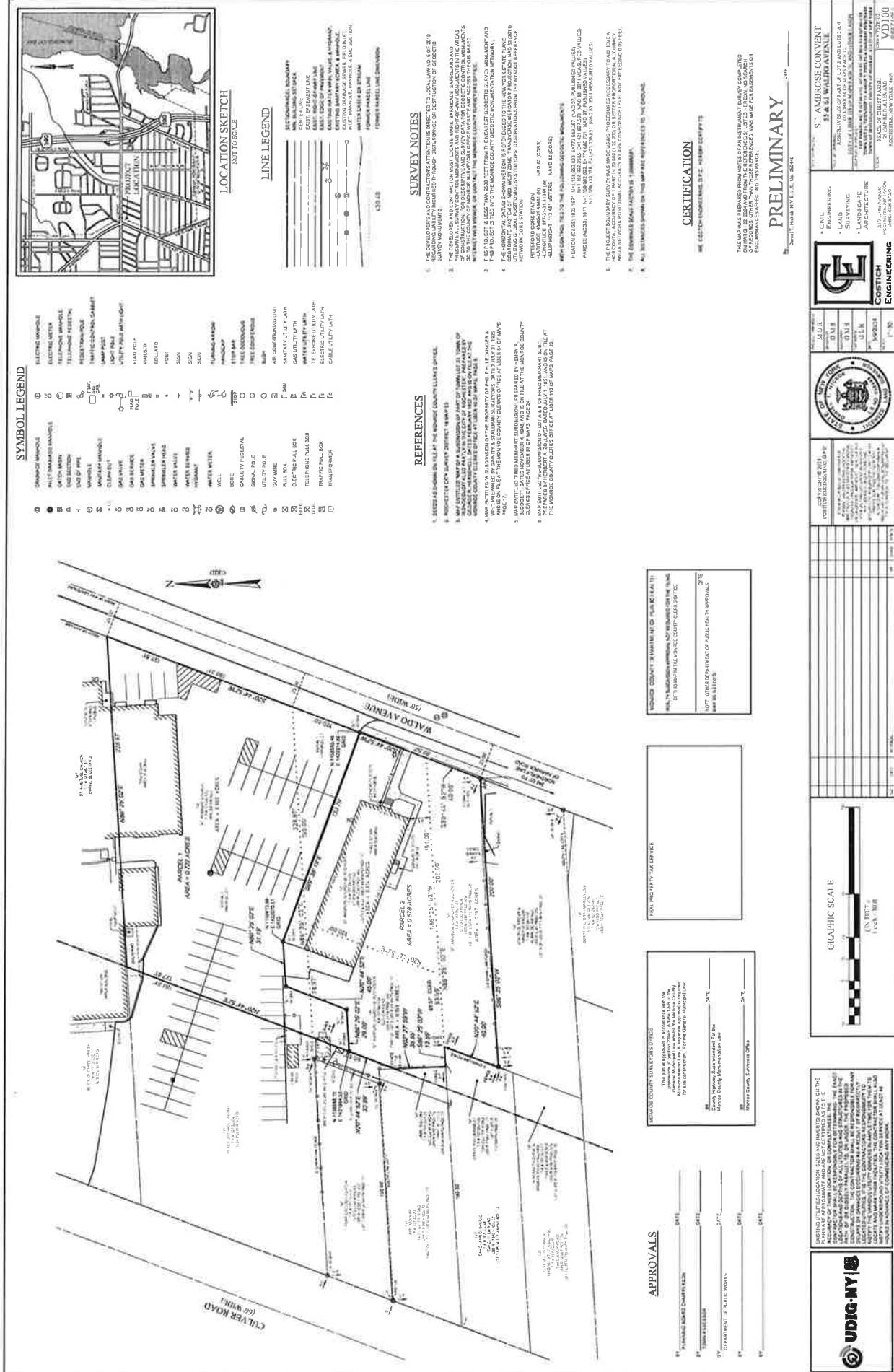
DESCRIPTION OF PROPOSED RESUBDIVISION

All that tract or parcel of land situate in the Town of Irondequoit, County of Monroe, State of New York, all as shown on a map entitled, "Resubdivision of Part of Lot 2 and Lots 3 & 4 of Liber 64 of Maps page 17", prepared by Costich Engineering, dated 5/9/2024, having Drawing No. 7528.02-VD100 and being more particularly bounded and described as follows:

Commencing at a point on the northeastern corner of the existing property line of 61 Waldo Avenue, said point also being on the common property line between St. Ambrose Church (T.A.#107.06-1-32), to the north, and St. Ambrose Church (T.A.#107.06-1-33), to the south; thence

- 1.) Southerly, along the Right-of Way of Waldo Avenue a bearing of S20°44'52" W a distance of 100.00 feet to a point, said point being point or place of beginning, thence
- 2.) Continuing southerly, along said Right-of Way & said property line a bearing of S20°44'52" W a distance of 89.50 feet to a point, thence
- 2.) Westerly, along a bearing of S86°25'02" W a distance of 200.00 feet to a point, thence
- 4.) Northerly, along a bearing of N20°44'52" E a distance of 40.00 feet to a point, thence
- 5.) Westerly, along a bearing of S86°25'02" W a distance of 13.59 feet to a point, thence
- 6.) Northerly, along a bearing of N02°27'59" W a distance of 35.55 feet to a point, thence
- 7.) Northerly, along a bearing of N20°44'52" E a distance of 33.99 feet to a point, thence
- 8.) Easterly, along a bearing of N86°25'02" E a distance of 29.00 feet to a point, thence
- 9.) Northerly, along a bearing of N20°44'52" E a distance of 45.00 feet to a point, thence
- 10.) Easterly, along a bearing of N86°25'02" E a distance of 31.19 feet to a point, thence
- 11.) Southeasterly, along a bearing of S69°38'19" E a distance of 153.79 feet to a point, said point being point or place of beginning.

Intending to describe the boundary of Resubdivision Parcel 2 with an area of 0.578 acres at 55 & 61 Waldo Avenue in the Town of Irondequoit.



**EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD CALLING
FOR A PUBLIC HEARING ON THE MATTER OF GRANTING
A SPECIAL USE PERMIT FOR 2255 E RIDGE ROAD (KIDS EMPIRE) IN THE C –
BUSINESS DISTRICT AND REFERRING SAME TO THE PLANNING BOARD FOR
COMMENT**

At a regular meeting of the Town Board of the Town of Irondequoit, Monroe County, New York held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 20th day of August, 2024, at 7:00 p.m. local time, there were

PRESENT:

Andraé Evans	Town Supervisor
Ann Cunningham	Town Board Member
Grant Malone	Town Board Member
John Perticone	Town Board Member
Peter Wehner	Town Board Member

Harter Secrest & Emery LLP

Attorney for the Town

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

WHEREAS, Bob Ricica of Macrae Architecture, action as agent for Kids Empire (the “Applicant”), has applied for a Special Use Permit for the property located at 2255 E. Ridge Road. (the “Property”), to operate an indoor children’s playground (the “Project”). A copy of the application is attached hereto as **Attachment A**; and

WHEREAS, Town Code § 235-28 A (4) states that “Bowling alleys, theaters and places of public assemblage” are permitted only by Special Use Permit issued by the Town Board; and

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

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

WHEREAS, the Project is a Type II action pursuant to the New York State Environmental Quality Review Act (“SEQRA”) and accompanying regulations, 22 NYCRR § 617.5(c)(18) (“Reuse of a residential or commercial structure, or of a structure containing mixed residential and commercial uses, where the residential or commercial use is a permitted use under the applicable zoning law or ordinance, including permitted by special use permit, and the action does not meet or exceeds any of the thresholds in section 617.4 of this Part”), and therefore the Town Board determines that further environmental review pursuant to SEQRA is not required.

NOW THEREFORE, BE IT RESOLVED, the Town Board shall hold a public hearing on this Special Use Permit application on **September 17, 2024, at 7:30 p.m.** at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit.

AND BE IT FURTHER RESOLVED, that the Town Board refers the application for a Special Use Permit for the Project to the Planning Board for its reference and report thereon, which report the Town Board requests be provided at or after the public hearing scheduled for September 17, 2024.

This resolution shall take effect immediately upon its adoption.

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

Town Board Member	Perticone	voting	_____
Town Board Member	Wehner	voting	_____
Town Board Member	Malone	voting	_____
Town Board Member	Cunningham	voting	_____
Town Supervisor	Evans	voting	_____



a town for a lifetime
IRONDEQUOIT *New York*

PROJECT ADDRESS 2255 East Ridge Road, Suite 8, Irondequoit, NY 14622

TOTAL AREA OF PROJECT SITE 12,222

TAX ID NO. SBL 77.18-4-25.1.60,33.2,36.2,37.2,38.2, & 57 ZONING DISTRICT C - Business

PROPERTY OWNER (Print) Jeff Saeger - IRONDEQUOIT TK OWNER, LLC. PHONE (585) 703-4201

ADDRESS 415 Park Avenue Rochester, NY ZIP CODE 14607

E-MAIL ADDRESS jeff@lldenterprises.com FAX NO. _____

APPLICANT (Print) Rick Dopp PHONE (909) 929-5054

ADDRESS 620 Arrow Hwy, Suite 202, La Verne, CA ZIP CODE 91750

E-MAIL ADDRESS rick@kidsempire.us FAX NO. _____

AGENT Bob Ricica PHONE (419) 799-0180

ADDRESS 74 Orchard Drive, Worthington, OH ZIP CODE 43085

E-MAIL ADDRESS bricica@macraearchitecture.com FAX NO. _____

DESCRIPTION OF PROJECT Tenant improvement of existing tenant space at Culver Ridge Plaza.

Tenant to construct an indoor children's playground.

Seeking Special Use Permit approval.

APPLICANT OR AGENT (PRINTED): Bob Ricica

APPLICANT OR AGENT (SIGNATURE(S)): Robert J. Ricica DATE 07/30/24

(Do Not Write Below This Line/Official Town Staff Use Only)

FEE \$500.00 DATE APPLICATION RECEIVED: 7.31.2024

Application Meeting/Public Hearing Dates

Application Accepted and Required Referral(s) Issued: Call for P.H: 8.20.2024

Public Hearing Date (Please note: more than one hearing date may be required): TB PH: 9.17.2024

Planning Board Referral (if required): PBMTG: 8.26.2024

Other Required Dates (if required) _____



a town for a lifetime IRONDEQUOIT *New York*

SUBMISSION REQUIREMENTS FOR APPLICATIONS.

Please submit re-zoning and special use permit applications to the Planning and Zoning Department.

Applications to include:

1. Completed Town Board application form.
2. A copy of proof of ownership, accepted purchase offer, lease or written consent from current property owner.
3. Two (2) copies of required easements (if applicable).
4. Electronic file of entire submission emailed to mnichols@irondequoit.gov
5. Environmental Assessment Form.
6. Letter of Intent address to the Town Board.
7. Site Plan to include: Cover Sheet, General Notes & Legends, Existing & Proposed Conditions.
8. Floor Plan & Elevations (if applicable).
9. For Rezoning Applications: Legal description and map of proposed property boundary.
10. A total of 15 completed hard copy packets submitted with the above applicable information.
11. Application fee (made payable to the Town of Irondequoit).

Required Sign Posting: A public hearing sign provided by the Town must be posted on the property at least ten (10) days prior to the scheduled hearing. All public hearing signs must be returned to the Town after the hearing has closed. Failure to return the sign will result in the applicant being billed for replacement (\$25.00).

Public Hearing Process: At the scheduled public hearing, applicants or their representatives must present their case and answer questions from the Board. The Board then receives any public comments or questions related to the application. All applicants are given the opportunity to answer any questions raised and respond to any comments received. The Town Board cannot render a decision until after the public hearing has been closed.

Denied Applications: Appeal from the Town Board's decision may be filed on or before thirty (30) days from the date the Resolution is filed with the Town Clerk through legal action.

Approved Applications: For approved Town Board applications, the applicant/agent must submit the following items, if applicable, prior to proceeding:

1. Two (2) copies of the final plan with any required modifications. All plans shall bear the original stamp and signature of the project engineer/architect.
2. Written easement approved by the Town and proof of filing with Monroe County Clerk's office. (if applicable)
3. Final plans with signatures from any other permitting agencies or a copy of the permit or letter from the permitting agency may be substituted in lieu of a signature.

Any questions regarding Town Board Applications may be addressed to the Planning and Zoning Department.



**Irondequoit TK Owner LLC
415 Park Ave
Rochester NY 14607**

Property Owner's Consent

Irondequoit TK Owner LLC is the Owner of property located at 2255 Ridge Road in Irondequoit, NY 14622. The project is zoned C Business and has tax ID no. SBL 77.18-4-25.1, 60, 33.2, 36.2, 37.2, 38.2, & 57. I authorize Bob Ricica, with Macrae Architecture, to act as Agent for application of a Conditional Use Permit for tenant, Kids Empire, an indoor children's playground.

Sincerely

Jeff Saeger
Member

Irondequoit TK Owner LLC



Kids Empire is an indoor playground for children 12 years old and under. We have a large two-story playground and a smaller "toddler" playground for toddlers and infants. All children must be accompanied by a parent or guardian as we do not accept or allow drop offs. We are not a day care and we do not prepare or cook any food on the premises.

Kids Empire sells pre-packaged foods like chips, candy, cookies, and bottled drinks such as water, juice, ice cream, and soda. All prepackaged foods are to remain in the original manufacturer package direct to the consumer.

Pizza and cakes are an "on demand" option for reserved birthday parties only. Our Operations team will contract with an "A" rated local caterer or baker, and pizzeria. Pizza and cakes are not stored on premises and are only brought in at the time of the parties, thus we do not have a need to heat, cool, or store these items.

Pizzas and cakes are delivered sealed to the parks and the Kids Empire party organizers inform the guests that their pizza or cakes are ready for them to pick up with the delivery person at the front entry. Guests are responsible for serving pizza and cakes to their party guests. Kids Empire employees do not open or serve any food items brought in for parties.

All plates, cups, and utensils (individually wrapped) are single use so there is no need for a 3-comp sink or other ware washing equipment. Leftovers are either given to party goers or thrown away after the party.

As indicated in the above, we are a "Low Risk Category" establishment and do not require food manager certification.

Hours of Operations are Monday through Thursday from 10am to 8pm and Friday through Sunday from 10am to 10pm and we staff 5 to 7 employees during our busiest peak shifts.

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

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

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

Part 1 – Project and Sponsor Information		
Kids Empire - Culver Ridge Plaza		
Name of Action or Project:		
Kids Empire - Special Use Permit		
Project Location (describe, and attach a location map):		
2255 East Ridge Road		
Brief Description of Proposed Action:		
Seek approval of a Special Use Permit for new Kids Empire business located in the Culver Ridge Plaza (Regal Theater Redevelopment)		
Name of Applicant or Sponsor:		Telephone: 419-799-0180
Bob Ricica		E-Mail: bricica@macraearchitecture.com
Address:		
74 Orchard Drive		
City/PO: Worthington		State: OH
Zip Code: 43085		
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation?		
If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.		
2. Does the proposed action require a permit, approval or funding from any other government Agency?		
If Yes, list agency(s) name and permit or approval:		
3. a. Total acreage of the site of the proposed action? _____ acres b. Total acreage to be physically disturbed? _____ acres c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ acres		
4. Check all land uses that occur on, are adjoining or near the proposed action: <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify): <input type="checkbox"/> Parkland		

	NO	YES	N/A
5. Is the proposed action,			
a. A permitted use under the zoning regulations?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	YES
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	YES
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	YES
b. Are public transportation services available at or near the site of the proposed action?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____ _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	YES
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	YES
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	YES
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	YES
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	YES
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____			

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:			
<input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Suburban			
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered? NO <input type="checkbox"/> YES <input checked="" type="checkbox"/>			
16. Is the project site located in the 100-year flood plan? NO <input type="checkbox"/> YES <input type="checkbox"/>			
17. Will the proposed action create storm water discharge, either from point or non-point sources? NO <input type="checkbox"/> YES <input checked="" type="checkbox"/> If Yes,			
a. Will storm water discharges flow to adjacent properties? <input checked="" type="checkbox"/> <input type="checkbox"/> b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? <input checked="" type="checkbox"/> <input type="checkbox"/>			
If Yes, briefly describe:			
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? NO <input checked="" type="checkbox"/> YES <input type="checkbox"/> If Yes, explain the purpose and size of the impoundment:			
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? NO <input checked="" type="checkbox"/> YES <input type="checkbox"/> If Yes, describe:			
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? NO <input checked="" type="checkbox"/> YES <input type="checkbox"/> If Yes, describe:			
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE			
Applicant/sponsor/name: <u>Bob Ricica</u>		Date: <u>07/30/24</u>	
Signature: <u>Robert J. Ricica</u>		Title: <u>Project Manager</u>	

PRELIMINARY / FINAL SITE PLANS
for
CULVER RIDGE PLAZA
REGAL THEATER REDEVELOPMENT

2255 EAST RIDGE ROAD

SITUATE IN:

TOWN OF IRONDEQUOIT - MONROE COUNTY - STATE OF NEW YORK

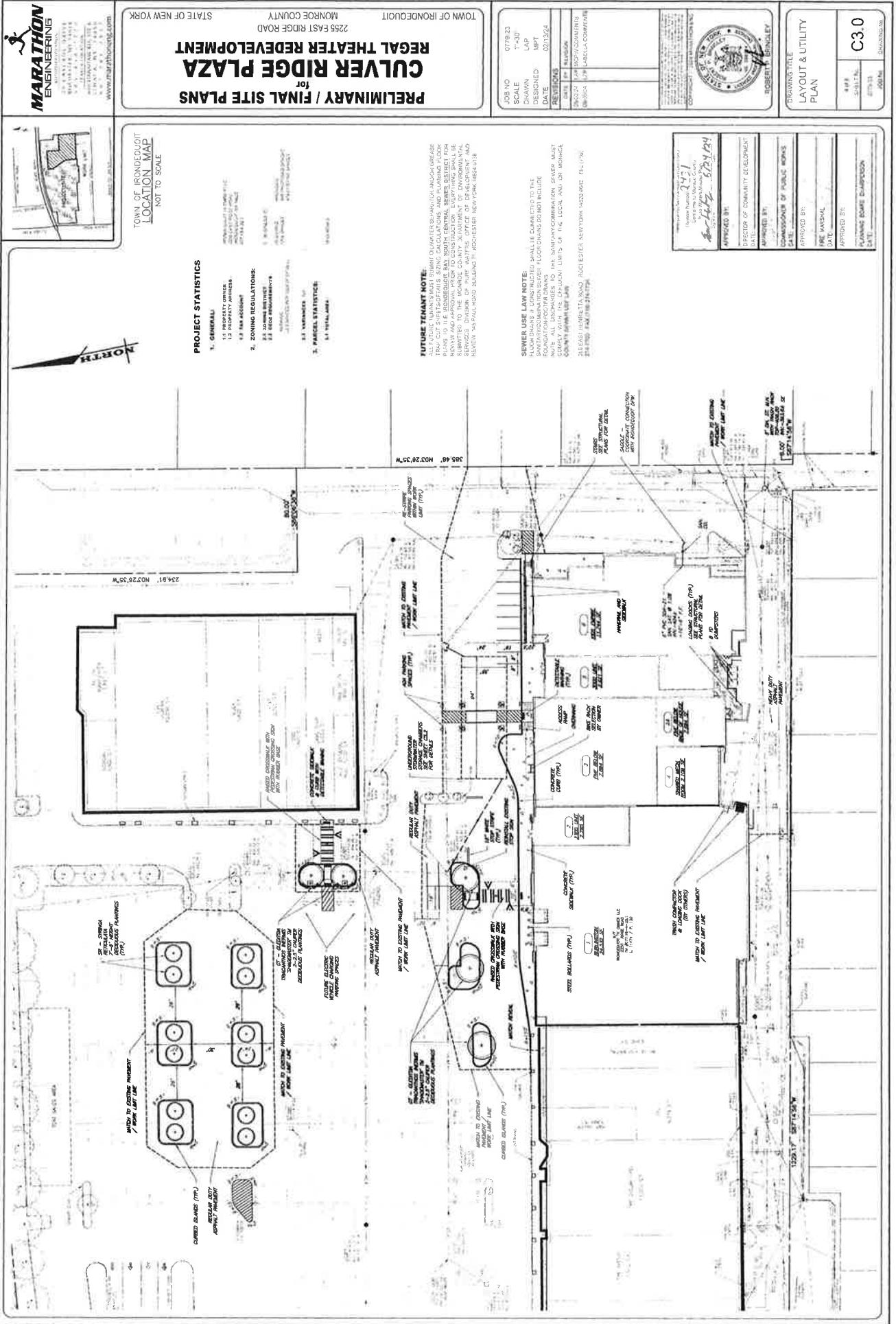


LOCATION MAP

LIST OF DRAWINGS			
SHEET NUMBER	DRAWING NUMBER	DRAWING TITLE	
1	C0.0	COVER SHEET	
2	C1.0	OVERALL PLAN	
3	C2.0	EXISTING CONDITIONS & DEMO PLAN	
4	C3.0	LAYOUT & UTILITY PLAN	
5	C4.0	GRAVING & EROSION CONTROL PLAN	
6	C5.0	CONSTRUCTION DETAILS	
7	C5.1	CONSTRUCTION DETAILS	
8	C5.2	QA/TEC CHAMBERS DETAILS	



ROCK-STEADY PLANS
J9 EAST CRAFT DRIVE
ROCHESTER, NY 14614
585-248-8200
340 HANSHAW ROAD STE 16
6 0 7 2 1 2 9 1 7
www.marathoneng.com





MARATHON
ENGINEERING
PLANNING & DESIGN
CONSTRUCTION & MAINTENANCE
MANAGEMENT
www.marathonengineering.com

STATE OF NEW YORK
MONROE COUNTY
TOWN OF RONDEGROFT
2255 EAST RIDGE ROAD
REGAL THEATER REDEVELOPMENT
CULVER RIDGE PLAZA
for
PRELIMINARY / FINAL SITE PLANS

JOB NO. 0775-23
1'-0"
DRAWN
MPT
DATE
02/12/24
REVISIONS
01/01/2024
COPYRIGHT © 2024 MARATHON ENGINEERING
ROBERT BRONKLEY

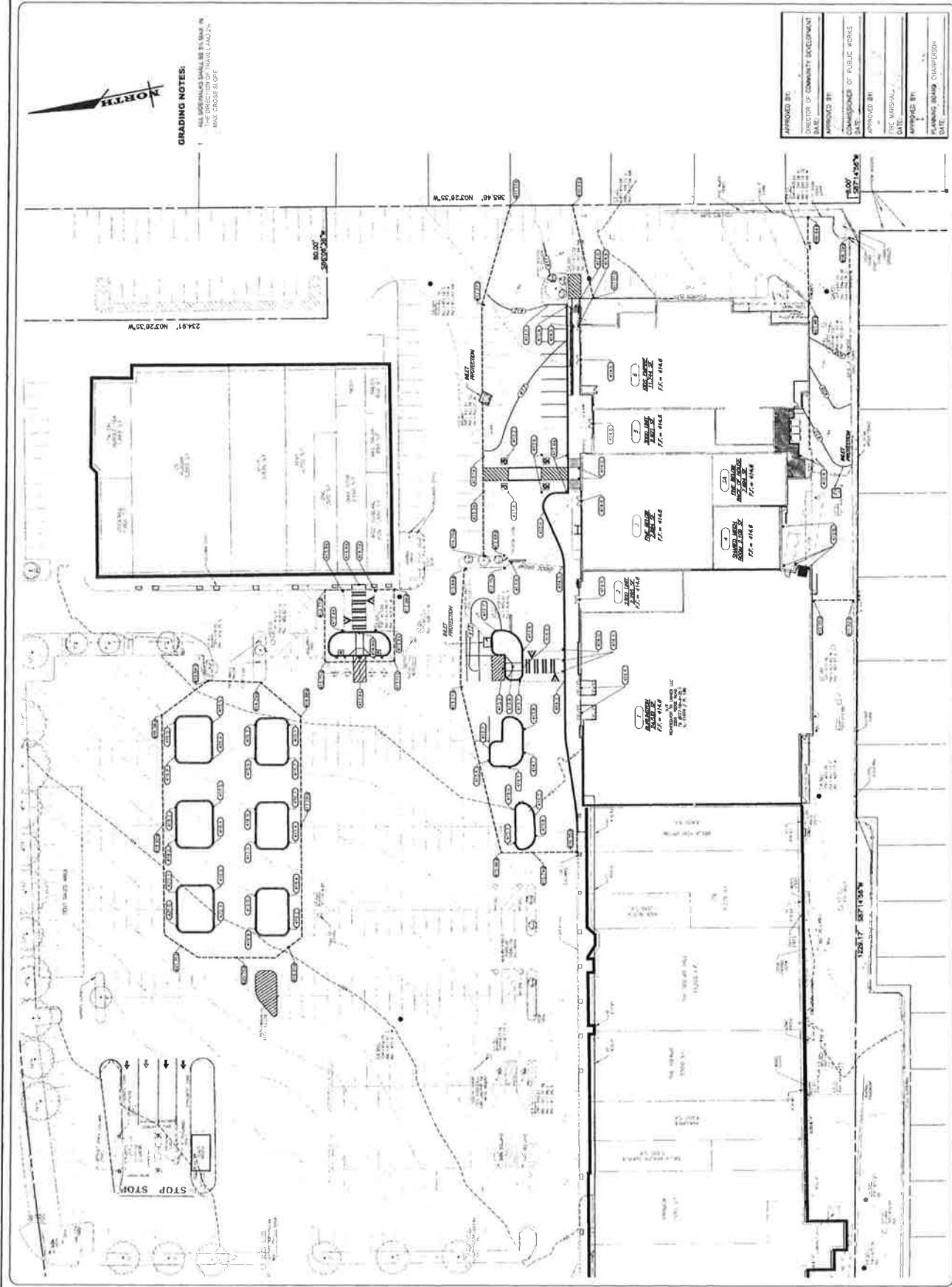
APPROVED BY
DIRECTOR OF COMMUNITY DEVELOPMENT
MONROE BLD
COMMISSIONER OF PUBLIC WORKS
APPROVED BY
FIRE MARSHAL
APPROVED BY
WATER BLDG CHIEF INSPECTOR

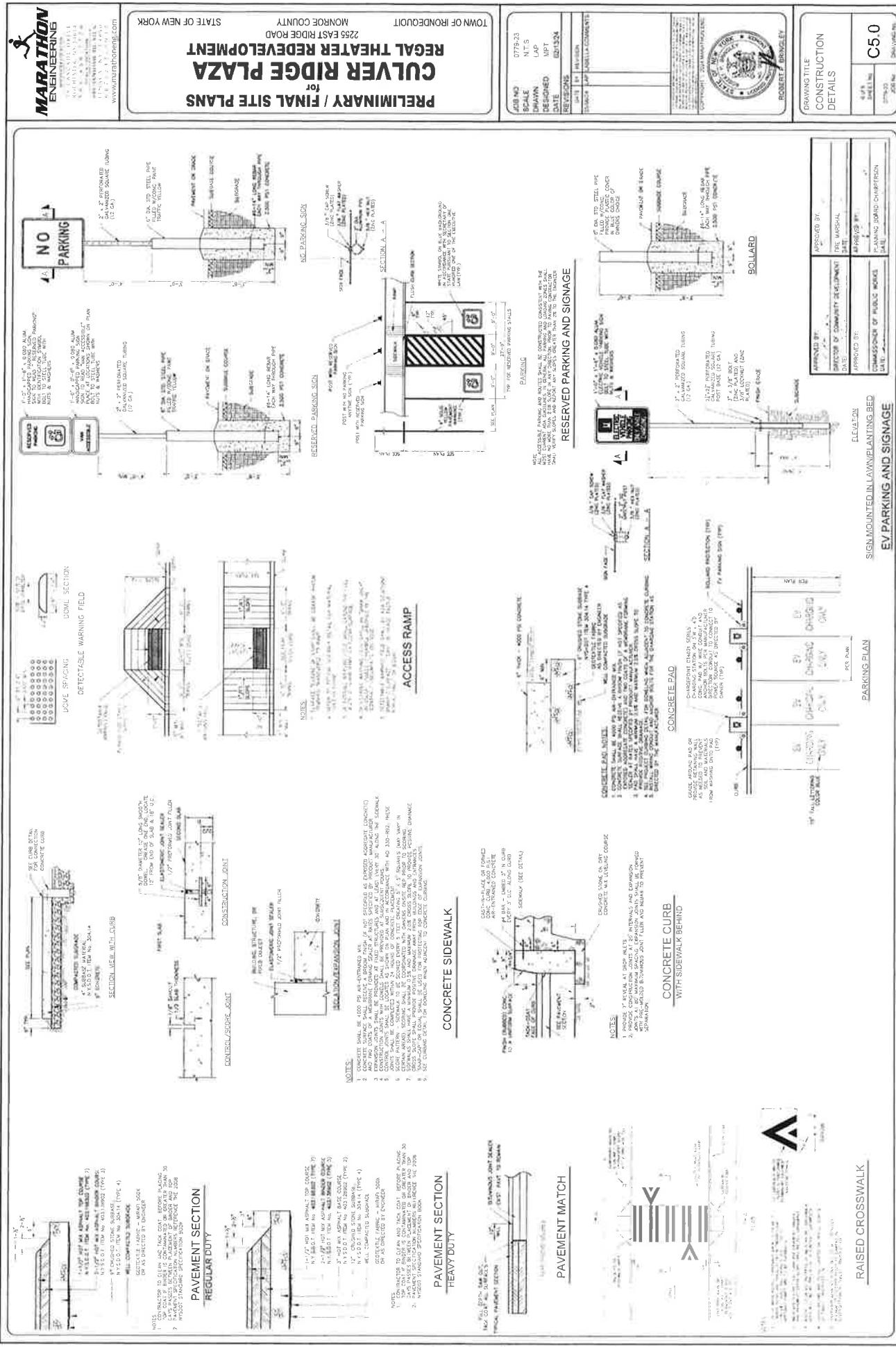
DRAWING TITLE
GRADING &
EROSION
CONTROL PLAN
SHEET NO.
2/22
08/24

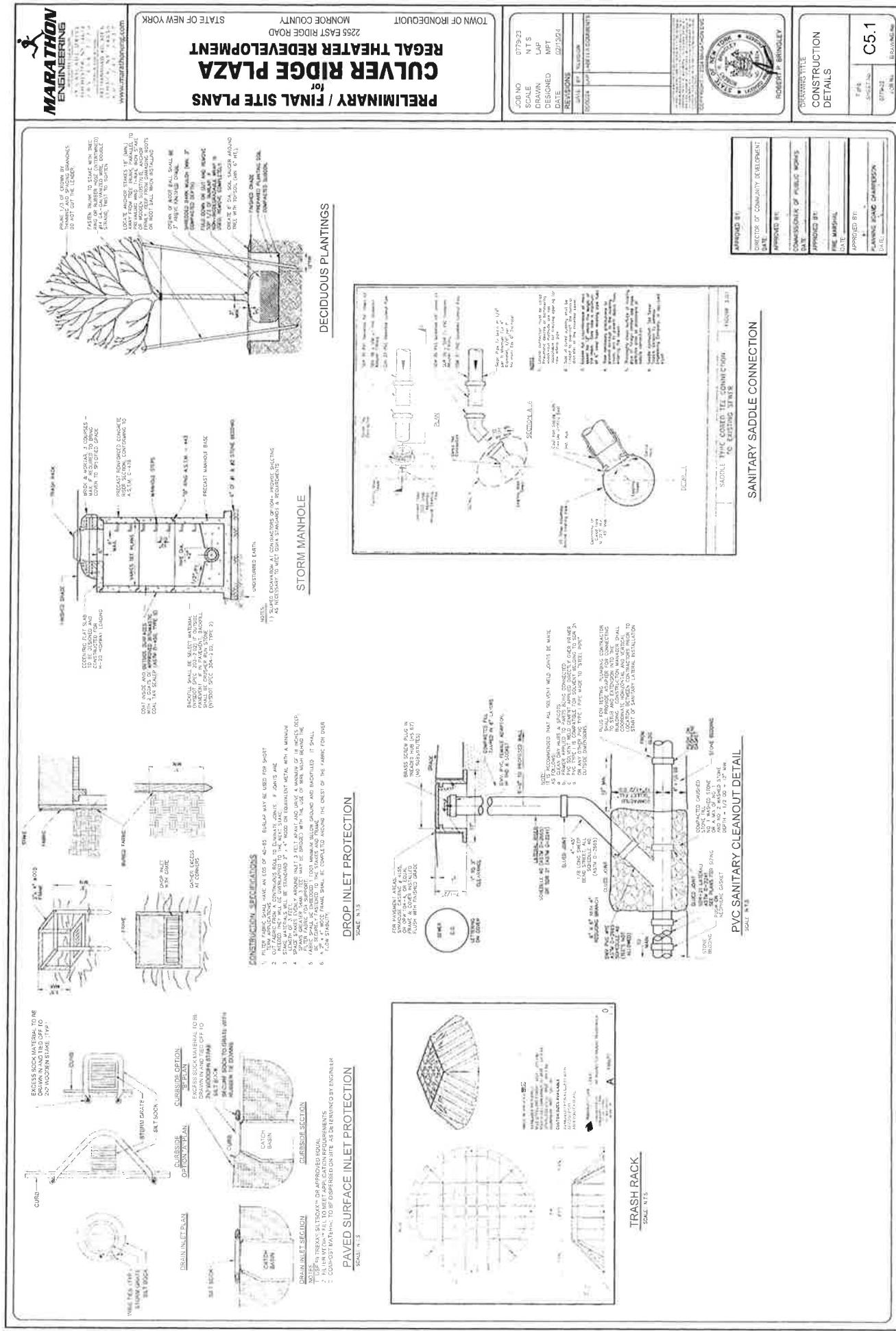
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GRADING NOTES:

ALL SURFACES SHALL BE 10' MAX. 4'
MAX. CROSS SLOPE







PRELIMINARY / FINAL SITE PLANS

CULVER RIDGE PLAZA
for
REGAL THEATER REDVELOPMENT

STATE OF NEW YORK
MONROE COUNTY
225 EAST RIDGE ROAD
TOWN OF PONDCEOUT

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**EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD ADOPTING
A RESOLUTION AUTHORIZING A CAPITAL LEASE FINANCING AGREEMENT WITH
FOR ONE POTHOLE PATCHER FOR THE BUREAU OF PUBLIC WORKS**

At a regular meeting of the Town Board of the Town of Irondequoit, Monroe County, New York, held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 20th day of August, 2024, at 7:00 p.m. local time, there were

PRESENT:

Andraé Evans	Town Supervisor
Ann Cunningham	Town Board Member
Grant Malone	Town Board Member
John Perticone	Town Board Member
Peter Wehner	Town Board Member

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

WHEREAS, the Town of Irondequoit (the “Town”) is a New York municipal corporation duly organized pursuant to the Constitution and the laws of the State of New York; and

WHEREAS, it is necessary to finance one (1) new 2024 Bergkamp Flameless Pothole Patcher for the Department of Public Works through a capital lease pursuant to General Municipal Law § 109-b, consistent with plans in the 2024 operating budget of the Department of Public Works (the “Equipment”); and

WHEREAS, the authorization to purchase one (1) new 2024 Bergkamp Flameless Pothole Patcher at a cost of \$301,796.00 was previously provided by Resolution 2024-051; and

WHEREAS, authorization to obtain financing from [REDACTED] for the Equipment was previously provided by Resolution 2024-[REDACTED]; and

WHEREAS, the terms and conditions of the financing for the acquisition of the Equipment are set forth in that certain Tax Exempt Lease Purchase Agreement (New York) attached hereto as **Attachment A** and made a part hereof (the "Lease"), in the total principal amount of \$301,796.00; and

WHEREAS, in connection with the Lease, the Town is required to execute, deliver and perform its obligations under certain other documents and instruments to be executed and delivered by the Town in connection therewith (together with the Lease, the "Financing Documents"); and

WHEREAS, the Town has taken the necessary steps, including those relating to any applicable bidding requirements, to acquire the Equipment and execute and deliver the Financing Documents; and

WHEREAS, it is determined that the terms of the Lease in substantially the form presented to the Town Board at this meeting provide for level debt service payments for a period of five (5) years; and

WHEREAS, pursuant to New York Local Finance Law § 11(a)(28), the Town has determined that the period of probable usefulness of the Equipment is fifteen years; and

WHEREAS, the Town Board finds that it is in the best interest of the Town to acquire the Equipment, enter into the Financing Documents, and perform the transactions contemplated therein.

NOW THEREFORE BE IT RESOLVED:

1. That the Town Board authorizes the Town Supervisor to negotiate, enter into, execute and deliver the Lease in substantially the form presented to the Town Board with such changes thereto as he deems appropriate with the advice of counsel, which Lease is available for public inspection at the offices of the Town; and
2. That the Town Board authorizes, approves and adopts the execution, delivery and performance by the Town of the Financing Documents and the consummation of all of the transactions contemplated thereby by and on behalf of the Town; and
3. That the total principal amount of the Lease shall not exceed \$301,796.00 and shall bear interest as set forth in the Lease; said Lease shall contain an option to purchase by the Town as therein set forth; and
4. That the Town's obligations under the Lease shall be expressly subject to annual appropriation by the Town; and such obligations under the Lease shall not constitute a general obligation of the Town or indebtedness of the Town within the meaning of the Constitution and laws of the State of New York; and
5. That the Town Board authorizes, empowers and directs the Town Supervisor to take all further actions and to execute all further documents on behalf of the Town necessary, appropriate and advisable to effectuate and carry out the purposes of these resolutions and to cause compliance by the Town with all of the terms, covenants and provisions of the Financing Documents.

This resolution shall take effect immediately upon adoption.

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

Town Board Member	Perticone	voting	_____
Town Board Member	Wehner	voting	_____
Town Board Member	Malone	voting	_____
Town Board Member	Cunningham	voting	_____
Town Supervisor	Evans	voting	_____

Resolution No. 2024-

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

At a regular meeting of the Town Board of the Town of Irondequoit, Monroe County, New York held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 20th day of August 2024, at 7:00 p.m. local time, there were

PRESENT:

Andraé Evans	Town Supervisor
Ann Cunningham	Town Board Member
Grant Malone	Town Board Member
John Perticone	Town Board Member
Peter Wehner	Town Board Member

Harter Secrest & Emery LLP Attorney for the Town

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

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

WHEREAS, the Town of Irondequoit, as a recipient of annual grant funding from the United States government in excess of \$750,000, is required to have an annual audit by a Certified Public Accountant (“CPA”); and

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

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

WHEREAS, by resolution 2023-252 the Town authorized The Bonadio Group to perform services for the annual audit for fiscal year 2023.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Irondequoit affirms that the annual audit performed by The Bonadio Group for fiscal year 2023 includes an examination of the Town Courts and a separate document summarizing the examination of the Town Courts, a copy of which shall be filed with the NY State Office of Court Administration.

This resolution shall take effect immediately upon its adoption.

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

Town Board Member Perticone voting _____

Town Board Member	Wehner	voting	_____
Town Board Member	Malone	voting	_____
Town Board Member	Cunningham	voting	-_____
Town Supervisor	Evans	voting	_____

Resolution No. 2024-

**EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD
ADOPTING A RESOLUTION AUTHORIZING THE ACCEPTANCE OF GRANT
FUNDING AWARDED FROM ESL FEDERAL CREDIT UNION**

At a regular meeting of the Town Board of the Town of Irondequoit, Monroe County, New York held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 20th day of August 2024, at 7:00 p.m. local time, there were

PRESENT:

Andraé Evans	Town Supervisor
Ann Cunningham	Town Board Member
Grant Malone	Town Board Member
John Perticone	Town Board Member
Peter Wehner	Town Board Member

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

WHEREAS, the Town has a long-standing home improvement grant program called the Irondequoit Home Improvement Program (“IHIP”) available for critical home repairs and renovations for low-to-moderate income Irondequoit residents; and

WHEREAS, ESL Federal Credit Union has awarded the Town of Irondequoit funding in the amount of \$396,025.00. The grant award notice is attached hereto as **Attachment A**; and

WHEREAS, the ESL grant is a one-time payment of \$396,025.00 for the grant year May 1, 2024 - July 31, 2025 and is scheduled to be paid on September 30, 2024; and

WHEREAS, per the terms of the grant, the funds may be used for supplementing IHIP to increase grant amounts and/or increase the number of available grants.

NOW THEREFORE BE IT RESOLVED, that the Town Board accepts the ESL grant in the amount of \$396,025.00.

AND BE IT FURTHER RESOLVED, that the Town Board authorizes the Comptroller to enter into all agreements necessary to accept the grant award.

This resolution shall take effect immediately upon its adoption.

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

Town Board Member Perticone	voting_____
Town Board Member Wehner	voting_____
Town Board Member Malone	voting_____
Town Board Member Cunningham	voting_____
Town Supervisor Evans	voting_____



Lori Anne Heller
Town of Irondequoit
1280 Titus Avenue
Rochester, NY 14617

Dear Lori Anne:

We have reviewed your request for support regarding Supplemental Funding for IHIP. We are pleased to inform you that as of , ESL Federal Credit Union has approved funding in the amount of \$396,025.00.

If you have any questions, please contact us at impact@esl.org or 585-339-4411.

Best wishes for continued success in your worthwhile endeavors.

Sincerely,

John Paul Perez
Executive Director, Community Impact
ESL Federal Credit Union



G R A N T A G R E E M E N T

August 6, 2024

Organization:	Town of Irondequoit
Grant Title:	Supplemental Funding for IHIP
Grantee Name:	Diana Marsh
Email:	dmars@irondequoit.gov
Address:	1280 Titus Avenue Rochester, New York 14617
Phone:	585-336-6021
Grant Summary:	<p>The Town of Irondequoit has a long-standing home improvement grant program (IHIP) available for critical home repairs and renovations for low-to moderate-income Irondequoit residents. The popularity of the program waned due to the COVID-19 Pandemic and therefore the funding for the program was reduced. Over the last two years interest in the program has surpassed its pre-pandemic levels and our current funding has not been able to keep pace. The IHIP Program has completed 44 projects since the beginning of the current grant year which began on August 1, 2023, with 19 additional projects still in progress. We implemented a waiting list beginning on October 1, 2023, as our funds became depleted. We currently have 122 residents awaiting applications and nearly three months left before the new Grant Year begins on August 1, 2024. As the weather improves, or as the rain continues, the waiting list is certain to grow. The Town of Irondequoit is seeking a partnership with the ESL Charitable Foundation to secure supplemental funding for the IHIP program to help serve as many of the residents on our waiting list as possible as we work to restore IHIP funding levels to their pre-pandemic levels or beyond.</p>
Grant Period:	May 1, 2024 - July 31, 2025
Approved Grant:	\$396,025.00
Payment Schedule:	
Payment: \$396,025.00	Date: 9/30/2024
Report Schedule:	
Reports: Housing Final Report	Dates: 8/31/2025

BASIC GRANT CONDITIONS

Grantee will use the funds for the purposes described in this Agreement. Any alternative use of funds must be authorized in advance in writing by the ESL Federal Credit Union ("ESL"). If the funds are not used in accordance with the terms outlined in the Agreement, ESL may recover those funds from the Grantee.

Significant changes in project or organizational leadership must be reported within 30 days of the change. Grantee shall not use funds: a) to carry on propaganda or otherwise attempt to influence specific legislation; b) to influence the outcome of any specific public election or to carry on, directly or indirectly,

any voter registration drive; c) to make a grant to any individual for travel, study or other similar purposes or to make a sub-grant to any other organization unless this activity has been detailed in the approved grant plan and budget.

Capital equipment and facilities purchased with the grant funds must be used solely for approved purposes during and after the Grant term. The Grant budget and budget narrative must detail: a) capital equipment/facilities purchased, b) its cost and use and c) what will happen to the equipment/facilities once the grant term is complete.

All travel paid for with ESL funds can only be for the purposes of the grant and should be reasonable and necessary, and not excessive.

The Grantee must disclose any potential conflicts of interest including transactions with related parties. The Grantee will specifically note if they propose to use grant funds to engage an organization or individual with which they have a related party relationship. In no event should the Grantee pay more than fair market value for any services with a related party.

Overhead expenses charged to the grant must be specified in the approved grant budget and must be supported by appropriate documentation. Overhead may not include a general percentage of costs.

If there is a fiscal agent, they have agreed to be responsible for ensuring that grant funds are expended in accordance with the approved project budget.

R E P O R T S

Reports will describe how grant funds have been spent and the progress and/or challenges associated with the activities and timeline described in the approved proposal. Reports will also include reflective evaluation and describe how the grant's outcomes are affecting beneficiaries, challenges, impact, and future outlook.

In an effort to understand an organization's full financial position, ESL requires its grantees to provide fiscal year operating budgets and organizational expenditure reports that coincide with the grant period.

Organizational expenditure reports will detail all expenses incurred by Town of Irondequoit during the grant period in accordance with the associated operations budget for each fiscal year. All income (i.e., private, government and in-kind contributions) generated for the organization during each fiscal year will also be reported.

The project expenditure report will detail all expenses associated with Supplemental Funding for IHIP occurring during the grant period in accordance with the approved project budget outlined in the proposal. All income (i.e., private, government and in-kind contributions) generated for the project during the grant period will also be reported.

ESL may withhold future payments at its sole discretion if it has not received all required reports and/or the reports do not meet ESL's reporting requirements or the grant fails to achieve satisfactory progress.

T A X E X E M P T S T A T U S F O R N O T - F O R - P R O F I T G R A N T E E S

Grantee, if not-for-profit will keep its tax-exempt status as a recognized Section 501(c)(3) and Section 509(a) organization current throughout the period of this grant and will comply with all applicable federal and state laws and regulations that govern the use of funds from private foundations to the Grantee organization. This includes but is not limited to the prohibition against activities described in Section 4945(d) and 170(c)(2)(b) of the IRS Code. [If Expenditure Responsibility replace above with the following] Grantee will comply with all applicable federal and state laws and regulations that govern the use of funds from private foundations to the Grantee organization. This includes but is not limited to the

prohibition against activities described in Section 4945(d) and 170(c)(2)(b) of the IRS Code..

R E C O R D S

Grantee shall maintain an accurate record of the grant received and all expenses incurred under this grant, and retain such books and records for at least four years after completion of the use of this grant. Those records include a general ledger with enough detail to allow tracking of the use of ESL funds, original invoices, bank statements, copies of checks disbursing grant funds and documentation of the business purpose of each expense.

At ESL's request, Grantee shall permit to ESL reasonable access to its files, records and personnel for the purpose of making financial audits or other evaluations concerning this grant as ESL deems necessary.&.

M A N A G E M E N T O F F U N D S

All grant funds received, and earnings and appreciation on those funds, shall be invested in a designated account in a bank or investment firm that is a member of either the FDIC, NCUA, or SIPC. The investment will be in accordance with Grantee's governing documents and investment policies so long as they do not conflict with this Agreement, with the laws of the State of New York, and with Federal laws. Earnings and appreciation on grant funds shall be used solely for the purpose of the Grant. Grantee may not assess an administrative or financial management fee unless agreed to in writing and in advance by Donors..

U N E X P E N D E D F U N D S

ESL reserves the right, in its sole discretion, to discontinue funding if it is not satisfied with the progress of the grant or the content of any required written report. In the event of discontinuation or at the close of the grant, any unexpended funds shall immediately be returned to ESL, except where ESL has agreed in writing to an alternative use of the unused funds..

R O Y A L T I E S

Any materials produced by this grant and earnings thereon shall not provide royalties or otherwise inure to the personal benefit of individuals connected with this grant. Any funds realized by Grantee or any sub- grantee from product sales must be used exclusively for this project..

N O C O S T E X T E N S I O N

If needed, Grantee should submit a request for a no-cost extension to ESL before the end of the grant period. The request should contain the reason for the extension, its length and detail how any unexpended funds would be used..

N O G U A R A N T E E O F F U T U R E F U N D I N G

The Grantee acknowledges that the receipt of this grant does not imply a commitment on behalf of ESL to continue funding beyond the terms listed in this grant agreement.

If you agree to the terms and conditions of this grant agreement, please sign and return this document to ESL by e-mail at impact@esl.org or by mail at 225 Chestnut Street Attn: Community Impact, Rochester, NY 14604. Please keep a copy of the signed document for your grant files. Grant payment according to the terms above will be released within 60 days of receiving this signed agreement.

Date

**On behalf of ESL Federal Credit
Union
R. John Paul Perez, Executive
Director, Community Impact**

Town of Irondequoit hereby agrees to the terms and conditions of the grant as recited above.

Date

**On behalf of Town of Irondequoit
Diana Marsh**

**EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD ADOPTING A
RESOLUTION AUTHORIZING THE APPLICATION FOR AND ACCEPTANCE OF
\$75,000 WORTH OF GRANT FUNDING FROM THE DORMITORY AUTHORITY OF
THE STATE OF NEW YORK**

At the regular meeting of the Town Board of the Town of Irondequoit ("Town"), Monroe County, New York held at the Town Hall, 1280 Titus Avenue, in said Town, on the 20th day of August, 2024 at 7:00 p.m. local time, there were

PRESENT:

Andrae' Evans	Town Supervisor
Ann Cunningham	Town Board Member
Grant Malone	Town Board Member
John Perticone	Town Board Member
Peter Wehner	Town Board Member

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

WHEREAS, pursuant to Resolution No. 2024 – 105, the Town Board authorized improvements to portions of the sidewalk on Titus Avenue; and

WHEREAS, the Dormitory Authority of the State of New York (“DASNY”), through its State and Municipalities Facilities Program, via Senator Brouk, has made available to the Town \$75,000 in grant funding toward the installation of an American with Disabilities Act compliant sidewalk along a corridor of Titus Avenue near Hudson Avenue (the “Grant”) as shown in **Attachment A** hereto; and

WHEREAS, the section of right of way along Titus Avenue is approximately 250+- linear feet of existing asphalt/concrete sidewalk and subbase. Installation of said sidewalk will provide an even transition and sidewalk surface from the corner of Hudson Avenue to the north Irondequoit Plaza entrance near Curtis Road (the "Project"); and

WHEREAS, it is advisable and in the best interest of the Town to fund the Project in part with the Grant funding; and

WHEREAS, the Town of Irondequoit desires to apply for this Grant funding; and

WHEREAS, the Town of Irondequoit seeks approval to accept this Grant funding.

NOW THEREFORE BE IT RESOLVED, that the Town Board authorizes the submission or ratification of an application for \$75,000 in Grant funding from DASNY toward the Project; and

AND, BE IT FURTHER RESOLVED, that the Town Supervisor is hereby authorized and directed to apply for or ratify the application for the Grant and that the form, terms and provisions of that certain Grant Disbursement Agreement between the DASNY and the Town, in substantially the form annexed hereto as **Attachment A** and in final form and substance to be approved by the Town Supervisor, and his signature thereon being conclusive evidence of such approval (the “Agreement”), and that the execution, delivery and performance by the Town of the Agreement and the consummation of all of the transactions contemplated thereby, are hereby in all respects approved, adopted and authorized;

AND, BE IT FURTHER RESOLVED, that the Town Supervisor be, and hereby is, authorized, empowered and directed to take all such further actions and to execute, deliver, certify and file all such further agreements, undertakings, certificates, instruments and documents, in the name of and on behalf of the Town, and to pay all such costs, fees and expenses as the Town Supervisor shall approve as necessary or advisable to carry out the intent and accomplish the purposes of the foregoing recitals and resolution and the transactions contemplated thereby, the taking of such actions and the execution, delivery, certification and filing of such documents to be conclusive evidence of such approval.

This resolution shall take effect immediately upon its adoption.

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

Town Board Member	Perticone	voting	_____
Town Board Member	Wehner	voting	_____
Town Board Member	Malone	voting	_____
Town Board Member	Cunningham	voting	_____
Town Supervisor	Evans	voting	_____

Attachment A
(Grant Disbursement Agreement)

This **GRANT DISBURSEMENT AGREEMENT** includes all exhibits and attachments hereto and is made on the terms and by the parties listed below and relates to the project described below:

DORMITORY AUTHORITY OF THE STATE OF NEW YORK ("DASNY"):

515 Broadway
Albany, New York 12207
Contact: JACK Kerr
Phone: (518) 257-3067
E-mail: grants@dasny.org

THE GRANTEE:

Town of Irondequoit
1280 Titus Avenue
Rochester, NY 14617
Contact: ETIN Magee
Phone: (585) 336-6033
Email: ETIN.Magee@irondequoit.gov

THE PROJECT:

Design & Construction of
ADA Compliant Sidewalk along Titus
Avenue

PROJECT LOCATION:

Titus Ave, Rochester, NY 14617

PROJECT ADDRESS:

Rochester, NY

GRANT AMOUNT:

\$75,000

FUNDING SOURCE:

State and Municipal Facilities Program
("SAM")

For Office Use Only:

PRELIMINARY APPLICATION OR PROJECT INFORMATION SHEET DATE:

DATE GDA SENT TO GRANTEE:

DATE AGREEMENT SIGNED BY GRANTEE:

DATE AGREEMENT SIGNED BY DASNY:

EXPIRATION DATE OF THIS AGREEMENT:

Project ID: 26035 _____

FMS#:

GranteeID: 1515

GrantID: 14046

TERMS AND CONDITIONS

1. The Project

The Grantee will perform tasks within the scope of the project description, budget, and timeline as set forth in the Project Budget attached hereto as Exhibit A (collectively, the "Project") which was described by the Grantee in the Preliminary Application or Project Information Sheet submitted by the Grantee, then reviewed by DASNY and approved by the State.

2. Project Budget and Use of Funds

- a) The Grantee will undertake and complete the Project in accordance with the overall budget, which includes the Grant funds, as set forth in the attached Exhibit A. The Grant will be applied to eligible expenses which are as described in the Preliminary Application or Project Information Sheet, and fall within the scope of the project description set forth in the attached Exhibit A.
- b) Grantee agrees and covenants to apply the Grant proceeds only to capital works or purposes, which shall consist of the following:
 - i. the acquisition, construction, demolition, or replacement of a fixed asset or assets;
 - ii. the major repair or renovation of a fixed asset, or assets, which materially extends its useful life or materially improves or increases its capacity; or
 - iii. the planning or design of the acquisition, construction, demolition, replacement, major repair or renovation of a fixed asset or assets, including the preparation and review of plans and specifications including engineering and other services, field surveys and sub-surface investigations incidental thereto.
- c) Grantee agrees and covenants that the Grant proceeds shall not be used for costs that are not capital in nature, which include, but shall not be limited to working capital, rent, utilities, salaries, supplies, administrative expenses, or to pay down debt incurred to undertake the Project.

3. Books and Records

The Grantee will maintain accurate books and records concerning the Project for six (6) years from the date the Project is completed and will make those books and records available to DASNY, its agents, officers and employees during Grantee's business hours upon reasonable request. In the event of earlier termination of this Agreement, such documentation shall be made available to DASNY, its agents, officers and employees for six (6) years following the date of such early termination.

4. Conditions Precedent to Disbursement of the Grant

No Grant funds shall be disbursed until the following conditions have been satisfied:

- a) DASNY has received the project description, budget, and timeline as set forth in the attached Exhibit A, and an opinion of Grantee's counsel, in substantially the form attached hereto as Exhibit B; and
- b) The requirements of the SAM Program have been met; and
- c) The monies required to fund the Grant have been received by DASNY; and
- d) In the event of disbursement pursuant to paragraph 5(b) below, the Grantee has provided DASNY with documentation evidencing that a segregated account has been established by the Grantee into which Grant funds will be deposited (the "Segregated Account"). Eligible Expenses incurred in connection with the Project to be financed with Grant proceeds that are to be paid on invoice shall be paid out of the Segregated Account. The funds in such account shall not be used for any other purpose.
- e) The Grantee certifies that it is in compliance with the provisions of the SAM Program as well as this Agreement and that the Grant will only be used for the Project set forth in the Preliminary Application or Project Information Sheet and in Exhibit A hereto.
- f) Not-for-profit organizations are required to register and prequalify on the New York State Grants Gateway (<https://grantsmanagement.ny.gov/>) in order to receive Grant funds. The Grantee's Document Vault must be in prequalification status prior to any disbursements of the grant funds.

5. Disbursement

Subject to the terms and conditions contained in this Agreement, DASNY shall disburse the Grant to the Grantee, in the manner set forth in Exhibit D, as follows:

- a) Reimbursement: DASNY shall make payment directly to the Grantee in the amount of Eligible Expenses actually incurred and paid for by the Grantee, upon presentation to DASNY of:
 - i. the Payment Requisition Forms attached to this Agreement as Exhibit E and its attachments;
 - ii. copies of invoices for Eligible Expenses from the Grantee's contractor and/or vendor and proof of payment from the Grantee to the contractor and/or vendor in a form acceptable to DASNY; and
 - iii. such additional supporting documentation as DASNY may require in order to clearly demonstrate that Eligible Expenses were incurred and paid by the Grantee in connection with the Project described herein; or

b) Payment on Invoice:

- i. DASNY may make payment directly to the Grantee in the amount of Eligible Expenses actually incurred by the Grantee, upon presentation to DASNY of:
 - 1) the Payment Requisition Forms attached to this Agreement as Exhibit E and its attachments;
 - 2) copies of invoices for Eligible Expenses from the Grantee's contractor and/or vendor in a form acceptable to DASNY evidencing the completion of work; and
 - 3) such additional supporting documentation as DASNY may require in order to clearly demonstrate that Eligible Expenses were incurred by the Grantee in connection with the Project described herein.
- ii. The Grantee must deposit all Grant proceeds paid on invoice pursuant to this paragraph 5(b) into the Segregated Account established pursuant to Paragraph 4(d). All Eligible Expenses incurred in connection with the Project to be financed with Grant funds that are to be paid on invoice must be paid out of this account. The account shall not be used for any other purpose.
- iii. The Grantee must provide proof of disbursement of Grant funds to the respective contractor and/or vendor in a form acceptable to DASNY, within sixty (60) days of the date that Grant funds are disbursed to the Grantee to pay for such costs. DASNY will not make any additional disbursements from Grant funds until such time as proof of payment is provided.
- iv. Utilizing the Grant funds paid to the Grantee pursuant to this section for any purpose other than paying the contractors and/or vendors identified in the requisition documentation in the amounts set forth in the requisition shall constitute a default under this Agreement and shall, at a minimum, result in the denial of payment on invoice for subsequent requisitions.
- v. DASNY may deny payment on invoice at its sole and absolute discretion, thereby restricting the method of payment pursuant to this contract to reimbursement subject to the terms of Section 5(a).

c) Real Property Acquisition:

- i. Prior to closing on the sale of the subject real property, DASNY shall be provided with an executed Escrow Instruction Letter, signed by DASNY and an escrow agent approved by DASNY, a title report, the draft deed and any other documents requested by DASNY to justify and support the costs to be paid at the closing from Grant funds.
- ii. DASNY shall transfer the Grant funds to the escrow agent to hold in escrow pending closing. The Grant funds will be wired to the escrow agent not more than one (1) business day prior to the scheduled closing unless otherwise approved by DASNY.

- iii. On the day of the closing, the escrow agent shall provide DASNY with copies of the executed deed, a copy of the title insurance policy, the final closing statement setting forth costs to be paid at closing, and copies of any checks to be drawn against Grant funds.
- iv. Upon DASNY approval, the escrow agent shall disburse the Grant funds as set forth in the documentation described in (iii), above.

d) Electronic Payments Program: DASNY reserves the right to implement an electronic payment program ("Electronic Payment Program") for all payments to be made to the Grantee thereunder. Prior to implementing an Electronic Payment Program, DASNY shall provide the Grantee written notice one hundred twenty days prior to the effective date of such Electronic Payment Program ("Electronic Payment Effective Date"). Commencing on or after the Electronic Payment Effective Date, all payments due hereunder by the Grantee shall only be rendered electronically, unless payment by paper check is expressly authorized by DASNY. Commencing on or after the Electronic Payment Effective Date the Grantee further acknowledges and agrees that DASNY may withhold any request for payment hereunder, if the Grantee has not complied with DASNY's Policies and Procedures relating to its Electronic Payment Program in effect at such time, unless payment by paper check is expressly authorized by DASNY.

e) In no event will DASNY make any payment which would cause DASNY's aggregate disbursements to exceed the Grant amount.

f) The Grant, or a portion thereof, may be subject to recapture by DASNY as provided in Section 9(c) hereof.

6. Non-Discrimination and Affirmative Action

The Grantee shall make its best effort to comply with DASNY's Non-Discrimination and Affirmative Action policies set forth in Exhibit F to this Agreement.

7. No Liability of DASNY or the State

DASNY shall not in any event whatsoever be liable for any injury or damage, cost or expense of any nature whatsoever that occurs as a result of or in any way in connection with the Project and the Grantee hereby agrees to indemnify and hold harmless DASNY, the State and their respective agents, officers, employees and directors (collectively, the "Indemnitees") from and against any and all such liability and any other liability for injury or damage, cost or expense resulting from the payment of the Grant by DASNY to the Grantee or use of the Project in any manner, including in a manner which, if the bonds are issued on a tax-exempt basis, (i) results in the interest on the bonds issued by DASNY the proceeds of which were used to fund the Grant (the "Bonds") to be includable in gross income for federal income tax purposes or (ii) gives rise to an allegation against DASNY by a governmental agency or authority, which DASNY defends that the interest on the Bonds is includable in gross income for federal income tax purposes, other than that caused by the gross negligence or the willful misconduct of the Indemnitees.

8. Warranties and Covenants

The Grantee warrants and covenants that:

- a) The Grant shall be used solely for Eligible Expenses in accordance with the Terms and Conditions of this Agreement.
- b) No materials, if any, purchased with the Grant will be used for any purpose other than the eligible Project costs as identified in Exhibit A.
- c) The Grantee agrees to utilize all funds disbursed in accordance with this Agreement in accordance with the terms of the SAM Program.
- d) The Grantee is solely responsible for all Project costs in excess of the Grant. The Grantee will incur and pay Project costs and submit requisitions for reimbursement in connection with such costs.
- e) The Grantee has sufficient, secured funding for all Project costs in excess of the Grant, and will complete the Project as described in the Preliminary Application or Project Information Sheet and in this Agreement.
- f) The Grantee agrees to use its best efforts to utilize the Project for substantially the same purpose set forth in this Agreement until such time as the Grantee determines that the Project is no longer reasonably necessary or useful in furthering the public purpose for which the grant was made.
- g) There has been no material adverse change in the financial condition of the Grantee since the date of submission of the Preliminary Application or Project Information Sheet to DASNY.
- h) No part of the Grant will be applied to any expenses paid or payable from any other external funding source, including State or Federal grants, or grants from any other public or private source.
- i) The Grantee owns, leases, or otherwise has control over the site where the Project will be located. If the Project includes removable equipment or furnishings including but not limited to, computer hardware and software, air conditioning units, lab equipment, office furniture and telephone systems, Grantee will develop, implement and maintain an inventory system for tracking such removable equipment and furnishings.
- j) In the event the Grantee will utilize the Grant funds to acquire real property, the Grantee must retain title ownership to the real property. If at any time during the term of this Agreement the real property is repurchased by the Seller or otherwise conveyed to any entity other than the Grantee, the Grantee will notify DASNY within 10 business days from the date the contract of sale is executed OR within 10 business days from the date the Grantee initiates or is notified of the intent to transfer ownership of the real property, whichever is earlier. In that event, Grantee hereby agrees to repay to DASNY all Grant funds disbursed pursuant to this Agreement.

- k) The Project to be funded by the Grant will be located in the State of New York. If the Grant will fund all or a portion of the purchase of any type of vehicle, such vehicle will be registered in the State of New York and a copy of the New York State Vehicle Registration documents will be provided to DASNY's Accounts Payable Department at the time of requisition.
- l) Grantee is in compliance with, and shall continue to comply in all material respects, with all applicable laws, rules, regulations and orders affecting the Grantee and the Project including but not limited to maintaining the Grantee's document vault on the New York State Grants Reform Gateway (<https://grantsmanagement.ny.gov/>).
- m) The Grantee has obtained all necessary consents and approvals from the property owner in connection with any work to be undertaken in connection with the Project.
- n) All contractors and vendors retained to perform services in connection with the Project shall be authorized to do business in the State of New York and/or filed such documentation, certifications, or other information with the State or County as required in order to lawfully provide such services in the State of New York. In addition, said contractor/vendors shall possess and maintain all professional licenses and/or certifications required to perform the tasks undertaken in connection with the Project.
- o) Neither the Grantee nor any of the members of its Board of Directors or other governing body or its employees have given or will give anything of value to anyone to procure the Grant or to influence any official act or the judgment of any person in the performance of any of the terms of this Agreement.
- p) The Grant shall not be used in any manner for any of the following purposes:
 - i. political activities of any kind or nature, including, but not limited to, furthering the election or defeat of any candidate for public, political or party office, or for providing a forum for such candidate activity to promote the passage, defeat, or repeal of any proposed or enacted legislation;
 - ii. religious worship, instruction or proselytizing as part of, or in connection with, the performance of this Agreement;
 - iii. payments to any firm, company, association, corporation or organization in which a member of the Grantee's Board of Directors or other governing body, or any officer or employee of the Grantee, or a member of the immediate family of any member of the Grantee's Board of Directors or other governing body, officer, or employee of the Grantee has any ownership, control or financial interest, including but not limited to an officer or employee directly or indirectly responsible for the preparation or the determination of the terms of the contract or other arrangement pursuant to which the proceeds of the Grant are to be disbursed. For purposes of this paragraph, "ownership" means ownership, directly or indirectly, of more than five percent (5%) of the assets, stock, bonds or other dividend or interest-bearing securities; and "control" means serving as a member of the board of directors or other governing body, or as an officer in any of the above; and

- iv. payment to any member of Grantee's Board of Directors or other governing body of any fee, salary or stipend for employment or services, except as may be expressly provided for in this Agreement.
- q) The relationship of the Grantee (including, for purposes of this paragraph, its officers, employees, agents and representatives) to DASNY arising out of this Agreement shall be that of an independent contractor. The Grantee covenants and agrees that it will conduct itself in a manner consistent with such status, that it will neither hold itself out as, nor claim to be, an officer, employee, agent or representative of DASNY or the State by reason hereof, and that it will not by reason thereof, make any claim, demand or application for any right or privilege applicable to an officer, employee, agent or representative of DASNY or the State, including without limitation, worker's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.
- r) The information contained in the Preliminary Application or Project Information Sheet submitted by the Grantee in connection with the Project and the Grant, as such may have been amended or supplemented and any supplemental documentation requested by the State or DASNY in connection with the Grant, is incorporated herein by reference in its entirety. In the event of an inconsistency between the descriptions, conditions, and terms of this Agreement and those contained in the Preliminary Application or Project Information Sheet, the provisions of this Agreement shall govern. The Grantee hereby acknowledges that DASNY has relied on the statements and representations made by the Grantee in the Preliminary Application or Project Information Sheet and any supplemental information in making the Grant. The Grantee hereby represents and warrants that it has made no material misstatement or omission of fact in the Preliminary Application or Project Information Sheet, supplemental information, or otherwise in connection with the Grant and that the information contained in the Preliminary Application or Project Information Sheet and supplemental information continues on the date hereof to be materially correct and complete.
- s) The Grantee hereby represents and warrants that it has made no material misstatement or omission of fact in the Grantee Questionnaire ("GQ"), attached hereto as Exhibit C, or the Grantee's document vault in the New York State's Grants Reform Gateway completed by the Grantee in connection with the Project and the Grant, and that the responses in the GQ and the document vault continue on the date hereof to be materially correct and complete. The Grantee hereby acknowledges that DASNY has relied on the statements and representations made by the Grantee in the GQ in making the Grant, and that the Grantee will be required to reaffirm the information therein each time a requisition for grant funds is presented to DASNY.
- t) The Grantee is duly organized, validly existing and in good standing under the laws of the State of New York, or is duly organized and validly existing under the laws of another jurisdiction and is authorized to do business and is in good standing in the State of New York and shall maintain its corporate existence in good standing in each such jurisdiction for the term of this Agreement, and has full power and authority to execute and deliver the Agreement and to perform its obligations thereunder;

- u) The Grantee agrees to provide such documentation to DASNY as may be requested by DASNY in its sole and absolute discretion to support a requisition for payment, to determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by DASNY in connection with the Grant, and further acknowledges that if documentation requested in connection with a requisition for payment does not, in the sole and absolute discretion of DASNY, provide adequate support for the costs requested, that such requisition request shall be denied and payment shall not be made to the Grantee.
- v) The Agreement was duly authorized, executed and delivered by the Grantee and is binding on and enforceable against the Grantee in accordance with its terms.

9. Default and Remedies

- a) Each of the following shall constitute a default by the Grantee under this Agreement:
 - i. Failure to perform or observe any obligation, warranty or covenant of the Grantee contained herein, or the failure by the Grantee to perform the requirements herein to the reasonable satisfaction of DASNY and within the time frames established therefor under this Agreement.
 - ii. Failure to comply with any request for information reasonably made by DASNY to determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by DASNY in connection with the Grant.
 - iii. The making by the Grantee of any false statement or the omission by the Grantee to state any material fact in or in connection with this Agreement or the Grant, including information provided in the Preliminary Application or Project Information Sheet or in any supplemental information that may be requested by the State or DASNY.
 - iv. The Grantee shall (A) be generally not paying its debts as they become due, (B) file, or consent by answer or otherwise to the filing against it of, a petition under the United States Bankruptcy Code or under any other bankruptcy or insolvency law of any jurisdiction, (C) make a general assignment for the benefit of its general creditors, (D) consent to the appointment of a custodian, receiver, trustee or other officer with similar powers of itself or of any substantial part of its property, (E) be adjudicated insolvent or be liquidated or (F) take corporate action for the purpose of any of the foregoing.
 - v. An order of a court having jurisdiction shall be made directing the sale, disposition or distribution of all or substantially all of the property belonging to the Grantee, which order shall remain undismissed or unstayed for an aggregate of thirty (30) days.
 - vi. The Grantee abandons the Project prior to its completion.
 - vii. The Grantee is found to have falsified or modified any documents submitted in connection with this grant, including but not limited to invoice, contract or payment documents submitted in connection with a Grantee's request for payment/reimbursement.

- viii. Utilizing the Grant funds paid to the Grantee pursuant to Section 5(b) for any purpose other than paying the contractors and/or vendors identified in the requisition documentation in the amounts set forth in the requisition.
- b) Upon the occurrence of a default by the Grantee and written notice by DASNY indicating the nature of the default, DASNY shall have the right to terminate this Agreement.
- c) Upon any such termination, DASNY may withhold any Grant proceeds not yet disbursed and may require repayment of Grant proceeds already disbursed. If DASNY determines that any Grant proceeds had previously been released based upon fraudulent representations or other willful misconduct, DASNY may require repayment of those funds and may refer the matter to the appropriate authorities for prosecution. DASNY shall be entitled to exercise any other rights and seek any other remedies provided by law.

10. Term of Agreement

Notwithstanding the provisions of Section 9 hereof, this Agreement shall terminate three (3) years after the latest date set forth on the front page hereof without any further notice to the Grantee. DASNY, in its sole discretion, may extend the term of this Agreement upon a showing by the Grantee that the Project is under construction and is expected to be completed within the succeeding twelve (12) months. All requisitions must be submitted to DASNY in proper form prior to the termination date in order to be reimbursed.

11. Project Audit

DASNY shall, upon reasonable notice, have the right to conduct, or cause to be conducted, one or more audits, including field inspections, of the Grantee to assure that the Grantee is in compliance with this Agreement. This right to audit shall continue for six (6) years following the completion of the Project or earlier termination of this Agreement.

12. Survival of Provisions

The provisions of Sections 3, 7, 8(o), 8(p) and 11 shall survive the expiration or earlier termination of this Agreement.

13. Notices

Each notice, demand, request or other communication required or otherwise permitted hereunder shall be in writing and shall be effective upon receipt if personally delivered or sent by any overnight service or three (3) days after dispatch by certified mail, return receipt requested, to the addresses set forth on this document's cover page.

14. Assignment

The Grantee may not assign or transfer this Agreement or any of its rights hereunder.

15. Modification

This Agreement may be modified only by a written instrument executed by the party against whom enforcement of such modification is sought.

16. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. This Agreement shall be construed without the aid of any presumption or other rule of law regarding construction against the party drafting this Agreement or any part of it. In case any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such provision(s) had never been contained herein.

17. Confidentiality of Information

Any information contained in reports made to DASNY or obtained by DASNY as a result of any audit or examination of Grantee's documents or relating to trade secrets, operations and commercial or financial information, including but not limited to the nature, amount or source of income, profits, losses, financial condition, marketing plans, manufacturing processes, production costs, productivity rates, or customer lists, provided that such information is clearly marked "confidential" by the Grantee that concerns or relates to trade secrets, operations and commercial or financial information, including but not limited to the nature, amount or source of income, profits, losses or expenditures, financial condition, marketing plans, manufacturing processes, production costs, productivity rates, or customer lists, which is determined by DASNY to be exempt from public disclosure under the Freedom of Information Law, shall be considered business confidential and is not to be released to anyone, except DASNY and staff directly involved in assisting the Grantee, without prior written authorization from the Grantee, as applicable. Notwithstanding the foregoing, DASNY will not be liable for any information disclosed, in DASNY's sole discretion, pursuant to the Freedom of Information Law, or which DASNY is required to disclose pursuant to legal process.

18. Executory Clause

This Agreement shall be deemed executory to the extent of monies available for the SAM Program to DASNY.

Town of Irondequoit

Design & Construction of ADA Compliant Sidewalk along
Project ID 26035 Titus Avenue

This agreement is entered into as of the latest date written below:

GRANTEE: TOWN OF IRONDEQUOIT

(Signature of Grantee Authorized Officer)

(Printed Name and Title)

Date: _____

DORMITORY AUTHORITY OF THE STATE OF NEW YORK

(Signature of DASNY Authorized Officer)

(Printed Name)

Date: _____

**EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD
ACCEPTING GIFTS FOR IRONDEQUOIT'S JULY 4TH CELEBRATION**

At the regular meeting of the Town Board of the Town of Irondequoit, Monroe County, New York held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 20th day of August, 2024 at 7:00 p.m. local time, there were

PRESENT:

Andraé Evans	Town Supervisor
Ann Cunningham	Town Board Member
Grant Malone	Town Board Member
John Perticone	Town Board Member
Peter Wehner	Town Board Member

Harter Secrest & Emery LLP

Attorney for the Town

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

WHEREAS, the Town of Irondequoit held its annual July 4th Celebration on July 3rd and 4th, 2024; and

WHEREAS, the celebration festivities included a parade, musical entertainment, watermelon eating contest, and fireworks; and

WHEREAS, thousands of people attended the July 4th Celebration festivities; and

WHEREAS, Brown and Brown Insurance Services Inc., County Legislator David Long, Marge's Lakeside Inn, Stephens Bros. Farm, Paris Kirwin Insurance, Shamrock Jack's, St. Paul Fire Association, Wellington Steele & Associates, and Wright Beverage Distribution desired to support this event in the form of monetary and food donations.

NOW THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Irondequoit formally accepts the gifts of monetary and food donations from Brown and Brown Insurance Services Inc., County Legislator David Long, Marge's Lakeside Inn, Stephens Bros. Farm, Paris Kirwin Insurance, Shamrock Jack's, St. Paul Fire Association, Wellington Steele & Associates, and Wright Beverage Distribution

This resolution shall take effect immediately upon its adoption.

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

Town Board Member _____ Perticone voting _____

Town Board Member
Town Board Member
Town Board Member
Town Supervisor

Wehner	voting	_____
Malone	voting	_____
Cunningham	voting	_____
Evans	voting	_____

**EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD APPROVING
REQUEST BY SWAN'S MARKET FOR FARMERS' MARKET OKTOBERFEST EVENT**

At the regular meeting of the Town Board of the Town of Irondequoit, Monroe County, New York held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 20th day of August 2024, at 7:00 p.m. local time, there were

PRESENT:

Andraé Evans	Town Supervisor
Ann Cunningham	Town Board Member
Grant Malone	Town Board Member
John Perticone	Town Board Member
Peter Wehner	Town Board Member
Harter Secrest & Emery LLP	
Attorney for the Town	

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

WHEREAS, Swan's Market ("Swan's") attends the Town of Irondequoit Farmers' Market each Thursday; and

WHEREAS, the Town will be hosting an Oktoberfest-themed event at the Farmers' Market on or about September 5, 2024 (the "Oktoberfest Event");

WHEREAS, Swan's is interested in serving alcohol at the Oktoberfest Event; and

WHEREAS, Swan's served alcohol at last year's Oktoberfest Event, and all involved reported that it was well-received by the public, benefitted other vendors by attracting more participants, and ran smoothly; and

WHEREAS, as in the past, Swan's agrees to be responsible for: ensuring that no one under the legal drinking age is served alcohol at the event; obtaining all necessary licensing and insurance requirements; and providing all its staffing for the Event; and

WHEREAS, parts of the licensing and approval requirements, the deadlines for some of which have passed, require the Town Supervisor to sign certain documents indicating that the Town will allow Swan's to sell alcohol on Town property; and

WHEREAS, the Town's Recreation Department Staff recommends that the Town allow Swan's to sell alcohol at the Oktoberfest Event; and

NOW THEREFORE BE IT RESOLVED, that, subject to the condition that Swan's provide proof of insurance coverage acceptable to the Town's Insurance Agent, the Town Board authorizes the Supervisor to execute any licensing documents necessary to indicate that the Town will allow Swan's to sell alcohol at the Oktoberfest Event, and ratifies any documents previously signed to this effect.

This resolution shall take effect immediately upon its adoption.

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

Town Board Member

Perticone

voting

Town Board Member	Wehner	voting	_____
Town Board Member	Malone	voting	_____
Town Board Member	Cunningham	voting	_____
Town Supervisor	Evans	voting	_____

Resolution No. 2024-

**EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD ADOPTING
A RESOLUTION AUTHORIZING ENTERING INTO A CONTRACT WITH FITON
HEALTH, INC AND THE IRONDEQUOIT COMMUNITY CENTER**

At a regular meeting of the Town Board of the Town of Irondequoit, Monroe County, New York held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 20th day of August 2024 at 7:00 p.m. local time; there were:

PRESENT:

Andraé Evans	Town Supervisor
Ann Cunningham	Town Board Member
Grant Malone	Town Board Member
John Perticone	Town Board Member
Peter Wehner	Town Board Member

Harter Secrest & Emery LLP Attorney for the Town

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

WHEREAS, pursuant to Resolution No. 2023-271 the Town Board authorized a membership fee schedule; and

WHEREAS, from time to time, the Town Board has authorized contracts with insurance companies for reimbursement in lieu of membership fees for those individuals with qualifying insurance; and

WHEREAS, the Director of Recreation has collected and reviewed the contract from the insurance company; and

WHEREAS, the Director of Recreation recommends entering into a health insurance contract with FitOn Health, for the Irondequoit Community Center, attached; and

WHEREAS, the Town Board has reviewed the contract proposed by the Director of Recreation and determines that it is in the best interests of the Town and its residents to adopt the health insurance contract.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board adopts the proposed health insurance contract for the Irondequoit Community Center in the form attached hereto as **Attachment A**.

This resolution shall take effect immediately upon its adoption.

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

Town Board Member	Perticone	voting	
Town Board Member	Wehner	voting	
Town Board Member	Malone	voting	
Town Board Member	Cunningham	voting	
Town Supervisor	Evans	voting	

Addendum “A” – FitOn Health Contract
August 20, 2024



Facility Partnership Agreement

Peerfit, Inc. d/b/a/ FitOn Health
("FitOn Health")

Admin Name:

Representative:

Phone:

Email:

Wellness Partner

Facility Name
(Client Facing Name):

[Irondequoit Community Center](#)

Legal Name (as shown on
individual's or entity's tax
return):

[Town of Irondequoit](#)

Contact Name:

[Megan Hoffman](#)

Contact Phone:

[\(585\) 336-7276](#)

Contact Email:

mhoffman@irondequoit.gov

This Facility Partnership Agreement ("Agreement") confirms the participation of Wellness Partner in FitOn Health's network of studios and gyms according to the terms set forth herein. The term of this Agreement begins on _____.

Section 1:• Pricing.

(a) Wellness Partner shall provide classes to FitOn Health users at the rate of:

Location(s): _____

Class: _____

Reimbursement:\$ _____

Location(s): _____

Class: _____

Reimbursement:\$ _____

Location(s): _____

Class: _____

Reimbursement:\$ _____

Location(s): _____

Class: _____

Reimbursement:\$_____

Location(s):_____

Class:_____

Reimbursement:\$_____

(b) Wellness Partner shall provide unlimited access to its facilities and classes via a month-to-month membership to FitOn Health users who enroll in such membership at the rate of:

Location(s): [Irondequoit Community Center](#) Reimbursement:\$ 75%

Location(s):_____ Reimbursement:\$_____

Section 2. Confidentiality. Wellness Partner agrees to maintain the confidentiality of the terms and conditions of this Agreement and shall not disclose any details to users of FitOn Health. However, information may be disclosed to the extent required by applicable law, including the Freedom of Information Law (FOIL), provided that such disclosure is consistent with the exemptions and procedures outlined in FOIL.

Section 3. Logo and Other IP. Wellness Partner shall provide FitOn Health with class descriptions, photographs, and Wellness Partner's logo. Additionally, Wellness Partner grants FitOn Health permission to use its logo, trademark, and photos on the FitOn Health website, in press releases, and in any marketing campaigns/events and channels as set forth in the Facility Partnership Terms and Conditions. FitOn Health will create a page for Wellness Partner on the FitOn Health website and mobile apps that features such photos and includes text, content, Wellness Partner's class schedules, and so on.

Section 4. Class Updates. Wellness Partner shall notify FitOn Health when classes are removed from Wellness Partner's schedule. This should be done by notifying Wellness Partner's Wellness Partnership Manager in writing, or automatically through Wellness Partner's scheduling platform if Wellness Partner uses MINDBODY for such purpose.

Section 5. Terms. The Facility Partnership Terms and Conditions (the "Terms") as of today's date are attached to this Agreement as Exhibit A and are incorporated by reference. By executing this Agreement, the Wellness Partner agrees to such Terms.

Section 6. W-9. Wellness Partner shall provide to FitOn Health a completed W-9 form. Wellness Partner represents and warrants that it has obtained any and all licenses, certificates and/or approvals required by applicable law (including but not limited to business licenses where applicable) for the performance of this Agreement.

Section 7. Marketing. FitOn Health shall be responsible for marketing FitOn Health services and finding Peerfit participants through channels that FitOn Health deems appropriate.

Section 8. Reservations. FitOn Health shall provide reservation requests to Wellness Partner as they are received by FitOn Health, and in one or more of the following formats: MINDBODY, or other third party scheduling platforms, email, etc. FitOn Health shall maintain its website and mobile app as a central user interface for users to access information about Wellness Partner, make reservations for Wellness Partner

classes, purchase memberships with Wellness Partner, and review Wellness Partner's classes.

Section 9. Payment. FitOn Health shall pay, on a monthly basis, the pre-negotiated rate for each reservation for a Wellness Partner class booked or Wellness Partner membership purchased through FitOn Health unless such reservation (1) was canceled by FitOn Health or the FitOn Health member in accordance with the Wellness Partner's cancellation policy up to 12 hours prior to the start time of such class; (2) was canceled by the Wellness Partner after confirming with FitOn Health. Payments will be made via ACH.

WELLNESS PARTNER agrees to keep the details of this Agreement confidential.

Agreed to by: FitOn Health

FitOn Health

**Printed
Name:**

Signature:

Date:

Wellness Partner

**Printed
Name:**

Signature:

Date:

Payment Details

Tax ID #: _____

Mailing address: _____

Bank Name: _____

Bank Routing Number: _____

Bank Account Number: _____

W9 INSTRUCTIONS

Is your entity taxed as an individual or a business?

INDIVIDUAL

- Line 1: Enter the individual name as shown on your tax return.
- Line 2: If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.
- Line 3: Check the box individual/sole proprietor or single-member LLC.
- Line 4: If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.
- Line 5: Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.
- Line 6: Enter your city, state, and ZIP code.
- Part I. Taxpayer Identification Number (TIN) - Enter your Social Security number in the box.

W-9 <small>Form (Rev. November 2017) Department of the Treasury Internal Revenue Service</small>	Request for Taxpayer Identification Number and Certification ► Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.																																															
Print or type. <small>See Specific Instructions on page 3.</small>																																																	
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Stephanie Massey																																																	
2 Business name/disregarded entity name, if different from above Beach Pilates																																																	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input checked="" type="checkbox"/> Individual/sole proprietor or <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►																																																	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) 		(Applies to accounts maintained outside the U.S.)																																															
5 Address (number, street, and apt. or suite no.) See instructions. 123 Beach Drive																																																	
6 City, state, and ZIP code Saint Petersburg, FL 33701																																																	
7 List account number(s) here (optional)																																																	
Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.																																																	
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Employer identification number																																																	

BUSINESS

- Line 1: Enter the entity's name as shown on the entity's tax return.
- Line 2: If you have a business name, trade name, DBA name, or disregarded entity name that differs from line 1, enter it on line 2.
- Line 3: Check the appropriate box on line 3 for the U.S. federal tax classification of the entity whose name

is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

- Line 4: If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.
- Line 5: Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.
- Line 6: Enter your city, state, and ZIP code.
- Part I. Taxpayer Identification Number (TIN) - Enter your TIN in the appropriate box.
 - Sole Proprietorship - If you have an EIN, you may enter either your SSN or EIN.
 - Single-member LLC that is disregarded as an entity separate from its owner - enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN.
 - A disregarded entity refers to a business entity with one owner that is not recognized for tax purposes as an entity separate from its owner. A single-member LLC ("SMLLC"), for example, is considered to be a disregarded entity.
 - LLC is classified as a corporation or partnership, enter the entity's EIN.

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Yoga 333 Studio, LLC	2 Business name/disregarded entity name, if different from above
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► P Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): <input type="checkbox"/> Exempt payee code (if any)	<input type="checkbox"/> Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)	
5 Address (number, street, and apt. or suite no.) See instructions. 123 Fitness Lane	Requester's name and address (optional)
6 City, state, and ZIP code Tallahassee, FL 32313	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number					
<input type="text"/>	-	<input type="text"/>	-	<input type="text"/>	<input type="text"/>

or

Employer identification number									
<input type="text"/> 1	<input type="text"/> 2	-	<input type="text"/> 3	<input type="text"/> 4	<input type="text"/> 5	<input type="text"/> 6	<input type="text"/> 7	<input type="text"/> 8	<input type="text"/> 9

Please note: You should never have both a Social security number and EIN listed on Part I of Form W-9. Please make corrections as needed.

Exhibit A

Wellness Partner Participation Terms and Conditions

Peerfit Inc. dba FitOn Health (“FitOn Health”) has developed an online resource for fitness, including researching and locating a health and fitness club and purchasing fitness classes and/or memberships (the “Service”). Wellness Partner is a fitness club and would like to become a participating wellness partner on the Service. By registering on the Service as a participating wellness partner and executing a Facility Partnership Agreement (the “Agreement”) with FitOn Health, Wellness Partner hereby agrees to the terms and conditions set forth below (these “Terms”).

1. Wellness Partner Participation.

1.1. Wellness Partner hereby agrees to be a participating wellness partner on the Service and to permit FitOn Health to list Wellness Partner on the Service. Wellness Partner agrees to provide FitOn Health with all reasonably necessary wellness partner information to register a Wellness Partner account on the Service, and to list Wellness Partner as a participating wellness partner on the Service (“Wellness Partner Content”) as may be requested by FitOn Health, and other information as may be necessary for FitOn Health to complete its Wellness Partner profile page on the Service. Wellness Partner shall provide updates to such Wellness Partner Content through the Service so that it is accurate, complete and up to date for FitOn Health’s end-users of the Service. As part of the registration, Wellness Partner will provide its contact email address to FitOn Health and agrees that all required legal and other notices may be sent to such email address as effective notice. Wellness Partner agrees that it will be responsible for maintaining the confidentiality of its account and all associated end-user information, including usernames and passwords. Wellness Partner will immediately notify FitOn Health in the event of any breach of security or unauthorized use of Wellness Partner’s account and assist FitOn Health in identifying and remediating the scope of such unauthorized breach or use.

1.2. Wellness Partner hereby grants FitOn Health the right and license to list Wellness Partner on the Service and to promote, market and sell Wellness Partner classes, memberships or levels of Wellness Partner access passes and benefits (each a “Wellness Partner Access”) through the Service, including the right to use Wellness Partner’s trademarks, service marks and logos and all Wellness Partner Content. Wellness Partner agrees that FitOn Health shall have the right to use, reproduce, edit, display and distribute Wellness Partner Content, including Wellness Partner trademarks, service marks and logos, as necessary for promotion and provision of the Service through multiple mediums, including but not limited to the Service, FitOn Health website(s), email campaigns, social media and other marketing channels, all as determined by FitOn Health.

1.3. As part of the registration process, Wellness Partner will identify the types of Wellness Partner Access, including classes, open gym access or temporary memberships, to be offered through the Service for purchase by end-users. Wellness Partner agrees to allow FitOn Health end-users who purchase Wellness Partner Access through the Service to use Wellness Partner services and facilities for such Wellness Partner Access as it would a regular paying member and/or guest of Wellness Partner and at no additional charge to the end-user. Wellness Partner understands and agrees that this is a nonexclusive Service and that FitOn Health will have other facilities on the Service, including facilities that may be near or compete with Wellness Partner’s site(s).

1.4. Wellness Partner shall provide to FitOn Health a phone number to receive calls and text message, and FitOn

Health may communicate with Wellness Partner through calls, emails, or text messaging as FitOn Health determines in its sole discretion.

1.5. Wellness Partner Access, and all services provided by Wellness Partner to FitOn Health end-users, shall be provided or arranged at gyms, fitness studios, specialized studios, community classes, digital streaming, or exercise centers by duly licensed, certified or otherwise authorized (as applicable) professionals in accordance with the requirements of applicable law.

1.6. Wellness Partner shall maintain in good standing at all times during the term of the Agreement any and all licenses, certificates and/or approvals required by applicable law (including but not limited to business licenses where applicable) for its performance under the Agreement. Wellness Partner shall be required to meet the applicable business, state and local licensing/certification requirements required by applicable law.

1.7. Wellness Partner represents and warrants that it is not and shall not become listed on a Preclusion List (as defined in 42 CFR §422.2 published by the Centers for Medicare and Medicaid Services or excluded from participation in the Medicare program pursuant to Section 1128 or Section 1128A of the Social Security Act. In the event Wellness Partner becomes so listed or excluded, FitOn Health may immediately terminate the Agreement, provide written notice to Wellness Partner of such termination, and provide Vendor notice of the right to appeal such termination. FitOn Health shall also have the right to terminate the Agreement, immediately upon written notice to Wellness Partner, in the event FitOn Health reasonably determines that there are material deficiencies in the professional competence, conduct or quality of services of Wellness Partner which adversely affects or could adversely affect the health or safety of FitOn Health members.

1.8. Wellness Partner shall maintain, during the term of the Agreement, commercial general liability insurance with commercially reasonable policy limits appropriate to the risk being insured, and to provide a certificate of such insurance to FitOn Health upon request. Such insurance must be provided by insurers licensed to do business in the state where Wellness Partner provides Wellness Partner Access, and who have obtained an A.M. Best financial strength rating of A- or better and are classified by A.M. Best as being of financial size category VIII or greater.

1.9. Wellness Partner agrees to perform its duties under the Agreement in accordance with all administrative guidelines, including but not limited to applicable law.

2. Fees.

2.1 Wellness Partner shall not be obligated to pay any upfront listing fee for participation in the Service.

2.2 As part of the registration process and in consultation with FitOn Health, Wellness Partner shall set the rate(s) for each level of Wellness Partner Access that Wellness Partner wishes to make available through the Service. Such rates will be denominated on the Service as “FitOn Health Credits,” and Wellness Partner shall be entitled to receive payment in the amounts specified in the Agreement. FitOn Health may sell and distribute the FitOn Health Credits to its end-users at prices to be determined by FitOn Health in its sole discretion. Any limitations or restrictions on Wellness Partner Access shall be set forth on Wellness Partner’s profile page.

2.3 FitOn Health will pay Wellness Partner for Wellness Partner Access booked, activated or purchased, and not cancelled, by a FitOn Health end-user at Wellness Partner’s facilities, unless otherwise agreed upon by both parties

for special events, according to the FitOn Health Credits for such class. Within seven (7) days of the last day of each preceding month during the term of the Agreement, FitOn Health will provide a report of Wellness Partner Access bookings payable to Wellness Partner. Wellness Partner shall within three (3) days from the receipt of that report submit any discrepancies on Wellness Partner Access payable. FitOn Health will submit an appropriate, correct statement and payment to Wellness Partner within thirty (30) days of the last day of the preceding month. FitOn Health may modify the amount payable for FitOn Health Credits at any time upon prior written notice to Wellness Partner; provided, however, that all Wellness Partner Access sold prior to such modification will be paid at the pre-modification rate, even if used after the date of such modification. If Wellness Partner does not accept the modified FitOn Health Credit rate, Wellness Partner may terminate the Agreement and its status as a Wellness Partner; provided however, that it shall honor all Wellness Partner Access sold to end-users prior to such termination. FitOn Health will reimburse Wellness Partner via direct deposit through Bill.com. Membership reimbursement amounts may be prorated based on each membership start date within a given month.

2.4 Wellness Partner will be reimbursed for a calendar month's membership (prorated as provided herein) if an end-user has incurred at least one visit in a calendar month. In an instance where an end-user has an active membership for a given calendar month, but does not visit Wellness Partner during such month, FitOn Health will reimburse Wellness Partner but terminate the membership for the following calendar month unless and until the end-user chooses to re-enroll in a membership with Wellness Partner. Notwithstanding the foregoing, in the event FitOn Health provides written notice to Wellness Partner that this paragraph is applicable to Wellness Partner, rather than FitOn Health generating reports of Wellness Partner Access bookings, Wellness Partner will provide FitOn Health a report within three days of the first day of each calendar month listing all active and inactive memberships with Wellness Partner which were booked through FitOn Health. FitOn Health will then remit payment, in accordance with the preceding paragraph, based on such report.

2.5 Wellness Partner agrees to retain and maintain during the term of the Agreement and for one (1) year following complete and accurate records related to its performance and compliance under the Agreement including these Terms. FitOn Health may, at its own expense during the term of the Agreement and for one (1) year following, audit all of Wellness Partner's records and systems, as well as visit Wellness Partner's facilities during regular business hours, to confirm Wellness Partner's compliance with the Agreement. FitOn Health will provide Wellness Partner with at least ten (10) business days' written notice prior to conducting any audit or visit. Wellness Partner agrees to provide reasonable assistance and access to its records and systems for such audits. Any discrepancies identified in any audit will be promptly addressed by Wellness Partner, and FitOn Health may reasonably adjust billing or take other reasonable remedial actions with respect to such discrepancies. All information accessed or obtained during the course of any audit will be treated as confidential and will not be disclosed to third parties, except as required by law or as necessary to enforce the terms of the Agreement.

3. Member Information.

Wellness Partner acknowledges and agrees that in providing the Service and selling Wellness Partner Access to end-users through the Service, FitOn Health will collect from such end-users certain personally identifiable information, such as name, email address, payment account and billing information, and provide certain personally identifiable information to Wellness Partner in connection with such end-user's participation. Wellness Partner agrees that it will use such information only as consented to by such end-users. Wellness Partner will not distribute or disclose end-user information to any third party without the expressed prior written consent of the end-user and will use such information only in accordance with the Agreement and applicable laws, rules and regulations.

4. Intellectual Property.

4.1. Wellness Partner acknowledges and agrees that all rights in and to the Service, including without limitation, the website content (excluding Wellness Partner Content), look and feel, software underlying the Service and FitOn Health's trademarks, service marks and logo, shall remain the exclusive property of FitOn Health. Wellness Partner shall obtain no rights or license in or to the Service other than as set forth herein.

4.2. Wellness Partner shall retain all right, title and interest in and to Wellness Partner Content; provided, however, that FitOn Health shall have the nonexclusive, royalty-free, fully paid up right and license during the term of the Agreement to disclose and use Wellness Partner Content for the provision of the Service as set forth herein.

5. Termination.

FitOn Health may terminate the Agreement immediately with or without cause upon providing notice to Wellness Partner or such termination. Wellness Partner may terminate the Agreement with or without cause upon thirty (30) days' prior written notice by contacting FitOn Health via email at network@fitonhealth.com and completing a termination form. Upon any termination, Wellness Partner shall continue to honor all Wellness Partner Access booked and sold by FitOn Health through the date of termination, and FitOn Health shall be obligated to pay for such Wellness Partner Access as set forth above. Upon any termination, FitOn Health shall have the right to immediately remove or disable access to all Wellness Partner Content. The provisions of Sections 2.5 (for one year), 4, 5, 6.2, 6.3, 7 and 9 shall survive any expiration or termination of the Agreement. The Agreement will automatically renew on a monthly basis until either party terminates as specified in this Section 5.

6. Warranties, Disclaimers and Limitations of Liability.

6.1. Wellness Partner represents and warrants that Wellness Partner Content is, and shall remain, complete, accurate and up-to-date and fairly represents Wellness Partner and Wellness Partner Access offerings, including Wellness Partner's location, physical spaces, features, competencies, capacity, equipment, instructors, classes, offerings and services. Wellness Partner shall provide all Wellness Partner services in accordance with all applicable laws, rules and regulations. Wellness Partner further represents and warrants that it owns or has sufficient rights in Wellness Partner Content to provide such Wellness Partner Content for use on the Service and to grant the rights to FitOn Health as set forth herein.

6.2. THE SERVICE AND ALL CONTENT AND INFORMATION INCLUDED IN OR AVAILABLE THROUGH THE FITON HEALTH WEBSITE OR SERVICE ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY LAW, FITON HEALTH DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY. FITON HEALTH DOES NOT GUARANTEE AND DOES NOT PROMISE ANY SPECIFIC RESULTS FROM WELLNESS PARTNER'S PARTICIPATION IN THE SERVICE. FITON HEALTH DOES NOT WARRANT THAT THE SERVICE WILL BE ACCESSIBLE AT ALL TIMES OR IN ALL GEOGRAPHIC AREAS. THE SERVICE MAY BE UNAVAILABLE FROM TIME TO TIME FOR MAINTENANCE OR OTHER REASONS. WELLNESS PARTNER UNDERSTANDS AND AGREES THAT THE END-USERS PURCHASING WELLNESS PARTNER ACCESS HAVE NOT BEEN SCREENED OR QUALIFIED BY FITON HEALTH AND THAT FITON HEALTH SHALL

NOT BE RESPONSIBLE OR LIABLE TO ANY EXTENT FOR ANY END-USER'S USE OF WELLNESS PARTNER ACCESS, INCLUDING WITHOUT LIMITATION FOR ANY PROPERTY LOSS OR DAMAGE, DEATH, OR PERSONAL INJURY.

6.3. EXCEPT IN JURISDICTIONS WHERE SUCH PROVISIONS ARE RESTRICTED AND EXCLUDING EACH PARTY'S INDEMNIFICATION OBLIGATIONS, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES INCLUDING, BUT NOT LIMITED TO, DAMAGES ATTRIBUTABLE TO ANY PERSONAL INJURY OR DEATH, LOSS OF DATA OR LOSS OF BUSINESS OR PROFITS, ARISING OUT OF WELLNESS PARTNER'S PARTICIPATION IN THE SERVICE OR THE USE OF, OR INABILITY OF ANY PERSON TO USE, THE SERVICE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. Indemnification.

7.1. Wellness Partner agrees to indemnify, defend and hold FitOn Health harmless against and from any and all third-party losses, claims, damages or liabilities, joint or several, including reimbursement for reasonable legal expenses, to which FitOn Health may become subject as the result of Wellness Partner's breach of any of the obligations, covenants, warranties or representations under the Agreement including these terms, or for any action by an end-user relating to such end-user's use of Wellness Partner's facilities, or any Wellness Partner Access offered by Wellness Partner through the Service, including without limitation, any claims for personal injury or death.

7.2. FitOn Health agrees to indemnify, defend and hold Wellness Partner harmless against and from any and all third-party losses, claims, damages or liabilities, joint or several, including reimbursement for reasonable legal expenses, to which Wellness Partner may become subject as the result of FitOn Health's breach of any of FitOn Health's obligations, covenants, warranties or representations under this Agreement.

7.3. Pursuant to each of the indemnifications provided in Sections 7.1 and 7.2 of this Agreement, an indemnified shall promptly notify the indemnifying party of any indemnified claim; provided, however, that any delay in giving such notice shall not limit the obligations of the indemnifying party except to the extent that the indemnifying party is materially prejudiced by such delay. The indemnifying party shall have the right to take over and conduct the defense of the claim. The indemnified party shall cooperate with the indemnifying party in defense of the claim and shall have the right to participate at its own expense, in such defense. In defending or settling an indemnified claim, the indemnifying party may not, without the consent of the indemnified party, accept any liability, or make any admission on behalf of, the indemnified party.

8. Medicare Provisions.

8.1. Wellness Partner shall undertake commercially reasonable efforts to continue to perform under these Terms and the Agreement for the benefit of Alignment Healthcare USA, LLC ("AHC"), in the event that FitOn Health dissolves or becomes insolvent, in accordance with the rates set forth in the Agreement, for the remainder of the then-current calendar year.

8.2. Wellness Partner shall not request, demand, require or seek directly or indirectly the transfer, discharge or removal of any FitOn Health end-user for reasons of such end-user's need for, or utilization of, the Services, except in accordance with the procedures established by AHC for such action, nor intentionally participate in or encourage any actions that a reasonable person would expect to create an adverse risk of disenrollment of end users from AHC. (For clarity, Wellness Partner will not turn away any end user because of their receipt of Medicare benefits, nor encourage end users to disenroll from AHC's benefits.)

8.3. Wellness Partner shall comply with the Medicare Marketing Guidelines.

8.4. Wellness Partner shall only seek compensation for Wellness Partner Access booked/obtained/paid for through the Service provided to FitOn Health end-users who are AHC members from FitOn Health (and/or AHC, in the event AHC becomes liable directly to Wellness Partner for Wellness Partner Access), and shall at no time bill, charge, collect a deposit from, or seek compensation from such AHC member for Services including, without limitation, in the event of nonpayment by AHC or insolvency of AHC. Notwithstanding the foregoing, Wellness Partner may bill, charge, or seek compensation from such members in the event such members opt into additional Wellness Partner Access (or other services or equipment offered by Wellness Partner) separate from or in addition to Wellness Partner Access booked/obtained/paid for through the Service.

8.5. Wellness Partner shall comply with all final determinations made by AHC or the applicable managed care organization or prepaid health plan contracted with AHC ("Contracted MCO"), as the case may be, through appeals and grievance procedures for resolving AHC member claims for benefits under the Medicare Advantage benefit plan and all other claims against AHC or Contracted MCO.

8.6. Wellness Partner and Wellness Partner's officers, agents, employees, contractors, and affiliates and their respective assignees or successors shall not directly or indirectly engage in conduct which may be reasonably interpreted as designed to persuade AHC members to disenroll from any Medicare Advantage benefit plan or discontinue their relationship with AHC or the Contracted MCO, as the case may be.

8.7. Provided that the end-user has adequate FitOn Health credits to cover Wellness Partner Access booked with Wellness Partner, Wellness Partner shall not refuse to provide such Wellness Partner Access, if applicable and in the event an end user is unable to pay the Member Cost-Sharing Payment at the time the end-user presents for such Wellness Partner Access, except as may be approved in advance by AHC. "Member Cost-Sharing Payment" means an amount that an AHC member is obligated to pay directly to Wellness Partner for a specific service in accordance with a Medicare Advantage benefit plan. Member Cost-Sharing Payment shall include payments commonly referred to as "coinsurance," "copayments," or "deductibles." **Wellness Partner understands and agrees that AHC and FitOn Health do not currently provide for Member Cost-Sharing Payments as defined in this section.**

9. Miscellaneous.

9.1. The Agreement, including these Terms, does not constitute either party as a partner, joint venturer, employee, agent, or legal representative of the other for any purpose whatsoever. Except as expressly set forth herein with respect to FitOn Health's sale of Wellness Partner Access, neither party is granted, nor shall it represent that it has been granted, any right or authority to assume or create any obligation or responsibility, express or implied, on behalf of, or in the name of, the other party, to incur debts for the other party or to bind the other party in any

manner whatsoever; it being the intent of the parties hereto to create the relationship on the part of the other party of an independent contractor, for whose actions or failure to act, a party shall not be responsible.

9.2. The parties agree to try to resolve any dispute relating to this Agreement through informal negotiations in good faith with escalation as necessary to the chief executive officers or other decision-makers of each company. This Agreement shall be governed by and construed according to the laws of the State of New York, U.S.A., excluding its conflict of laws rules or principles. All disputes arising under or in connection with this Agreement shall be adjudicated in the federal courts of the Western District of New York or in the State courts located in Monroe County, New York. Each of the parties acknowledges that venue shall be proper in such courts and expressly consents to the personal jurisdiction of such courts.

9.3. In the event that Wellness Partner or any end-user have a dispute relating to such end-user's exercise of Wellness Partner Access booked by such end-user or use of Wellness Partner, Wellness Partner agrees that such dispute shall be between Wellness Partner and the end-user, except to the extent FitOn Health has agreed to indemnification as set forth in Section 7.2. Wellness Partner further agrees that FitOn Health may maintain or implement an end-user feedback system and that FitOn Health shall not be responsible or liable for any end-user feedback on the Service.

9.4. All notices and other communications required under the Agreement shall be in writing and deemed to have been duly given if delivered personally, sent by email (with confirmation of receipt) or sent by nationally recognized overnight carrier, or mailed by certified mail, postage prepaid, return receipt requested, addressed to the address for a party as set forth on the cover page.

9.5. The Agreement, including these Terms, constitutes the entire agreement between Wellness Partner and FitOn Health with respect to the subject matter hereof and supersedes any prior or contemporaneous agreements between Wellness Partner and FitOn Health, whether written or oral, with respect to the subject matter hereof. No agreement modifying the Agreement shall be binding on either party unless in a writing signed by an authorized representative of each party.

9.6. The Agreement shall not be assignable or transferable by either party in whole or in part without the written consent of the other party, and any such purported assignment or transfer shall be void; *except that* either party may assign and transfer the Agreement in connection with the sale, assignment or other transfer of all or substantially all of its assets, or in connection with the merger of or other acquisition of such party.

9.7. The individual registering Wellness Partner on the Services and accepting the terms of the Agreement hereby represents and warrants that they have the right and authority to bind Wellness Partner to the Agreement, including these Terms, and have obtained all authorizations required for registration of Wellness Partner on the Services.

9.8. As used herein, "applicable law" shall refer to any applicable constitution, statute, code, ordinance, regulation, treaty, rule, court order or mandate, common law, policy, interpretation or guidance document enacted, published or promulgated by any government agency which has jurisdiction over Medicare or otherwise over the subject matter of the Agreement or the parties' performance of their duties thereunder.

**EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD ADOPTING A
RESOLUTION AUTHORIZING THE SUPERVISOR TO REVISE THE TERMS OF A CONTRACT
WITH A VENDOR PROVIDING GROUP EXERCISE PROGRAMMING FOR 2024**

At the regular meeting of the Town Board of the Town of Irondequoit, Monroe County, New York held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 20th day of August, 2024, at 7:00 p.m. local time, there were

PRESENT:

Andraé Evans	Town Supervisor
Ann Cunningham	Town Board Member
Grant Malone	Town Board Member
John Perticone	Town Board Member
Peter Wehner	Town Board Member
Harter Secrest & Emery LLP	
Attorney for the Town	

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

WHEREAS, pursuant to Town Board Resolution 2024-107, adopted at the regular Town Board meeting on April 16, 2024, the Town Board authorized the Supervisor to enter into contracts with vendors to provide Youth, Family, Adult, Group Exercise, and Senior recreational programs as specified in **Attachment A** hereto; and

WHEREAS, since the adoption of Resolution 2024- 107, Rebecca Watro has obtained additional certification in Pumped Up Strength that merits an increase in her rate of pay; and.

NOW THEREFORE BE IT RESOLVED, that the Town Board hereby authorizes the Supervisor to enter into a revised contract with Rebecca Watro to change her rate of pay as reflected in **Attachment B** and in such form as approved by the Attorney for the Town.

This resolution shall take effect immediately upon its adoption.

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

Town Board Member	Perticone	voting	_____
Town Board Member	Wehner	voting	_____
Town Board Member	Malone	voting	_____
Town Board Member	Cunningham	voting	_____
Town Supervisor	Evans	voting	_____

Instructor Name	Rate of Pay	Type of Class
Jennifer Colombo	70% of fees	Sensory Friendly Music
Randy Crudup	70% of fees	Martial Arts
Amy Cuomo-Oberst	\$37/class date	Group Exercise
Michelle Hensel	\$35/class date	Group Exercise
Anja Jabs-Devins	\$40/class date	Group Exercise
Kathleen Kraft	\$30/class date	Group Exercise Substitute
Carol Lang	\$40/class date	Group Exercise
Tara McKee	70% of fees	Youth Dance
Dave Nicchetta/Strike Back Martial Arts	80% of fees	Inclusive Martial Arts
Carole Nier	\$27/class date	Group Exercise
Sue Piccirilli	\$30/class date	Group Exercise
Samantha Richards	\$35/class date	Group Exercise
Rochester Renegades Women's Rugby	\$50 Flat Rate	Youth Rugby
Anthony Vazquez	\$120 Flat Rate	Youth T-Ball
Rebecca Watro	\$30/class date	Group Exercise

Attachment B
August 20, 2024

Instructor Name	Rate of Pay	Type of Class
Jennifer Colombo	70% of fees	Sensory Friendly Music

Randy Crudup	70% of fees	Martial Arts
Amy Cuomo-Oberst	\$37/class date	Group Exercise
Michelle Hensel	\$35/class date	Group Exercise
Anja Jabs-Devins	\$40/class date	Group Exercise
Kathleen Kraft	\$30/class date	Group Exercise Substitute
Carol Lang	\$40/class date	Group Exercise
Tara McKee	70% of fees	Youth Dance
Dave Nicchetta/Strike Back Martial Arts	80% of fees	Inclusive Martial Arts
Carole Nier	\$27/class date	Group Exercise
Sue Piccirilli	\$30/class date	Group Exercise
Samantha Richards	\$35/class date	Group Exercise
Rochester Renegades Women's Rugby	\$50 Flat Rate	Youth Rugby
Anthony Vazquez	\$120 Flat Rate	Youth T-Ball
Rebecca Watro	\$35/class date	Group Exercise

**EXTRACT OF THE MINUTES OF A REGULAR MEETING OF THE TOWN
BOARD ADOPTING A RESOLUTION AUTHORIZING THE SUPERVISOR TO
ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH
IRONDEQUOIT CHAMBER OF COMMERCE**

At a regular meeting of the Town Board of the Town of Irondequoit, Monroe County, New York held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 20th day of August, 2024, at 7:00 p.m. local time, there were

PRESENT:

Andraé Evans	Town Supervisor
Ann Cunningham	Town Board Member
Grant Malone	Town Board Member
John Perticone	Town Board Member
Peter Wehner	Town Board Member
Harter Secrest & Emery LLP	Attorney for the Town

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

WHEREAS, the Irondequoit Chamber of Commerce hosts an annual Golf Tournament, titled J. Genier Charity Mini Golf Tournament (the “Tournament”) that raises money for the Sunset House; and

WHEREAS, the Tournament is held in the memory of a 28-year public servant of the Town and the Town wishes to honor Hon. Joseph T. Genier’s service and memory; and

WHEREAS, the 2024 Tournament will be held on Thursday, September 19th at 5:00pm; and

WHEREAS, the Town wishes to support the Chamber’s promotional efforts for this event; and

WHEREAS, the Town and the Chamber desire to create a more formal arrangement to solidify this partnership on the terms set forth in **Attachment A**; and

NOW THEREFORE BE IT RESOLVED, that the Town Board authorizes the Supervisor to enter into a memorandum of understanding with the Irondequoit Chamber of Commerce in substantially the same form as found in **Attachment A** hereto.

This resolution shall take effect immediately.

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

Town Board Member	Perticone	voting	_____
Town Board Member	Wehner	voting	_____
Town Board Member	Malone	voting	_____
Town Board Member	Cunningham	voting	_____
Town Supervisor	Evans	voting	_____

MEMORANDUM OF UNDERSTANDING
Irondequoit Chamber of Commerce

THIS MEMORANDUM OF UNDERSTANDING is made as of this ____ day of _____, 2024, by and between the **TOWN OF IRONDEQUOIT** (“Town”), a municipal corporation with offices at 1280 Titus Avenue, Rochester, New York 14617, and **IRONDEQUOIT CHAMBER OF COMMERCE**, a local non-profit organization with a mailing address of P.O. Box 67931, Rochester, NY 14617 (“Chamber”). The Town and the Chamber are referred to herein each as a “Party” and together as the “Parties.”

WITNESS

WHEREAS, the Chamber is a private, non-profit, membership-driven organization comprised of business enterprises, civic organizations, educational institutions, and town representation; and

WHEREAS, the Chamber hosts an annual Golf Tournament, titled the J. Genier Charity Mini Golf Tournament that raises money for the Sunset House; and

WHEREAS, Joseph T. Genier served as an Irondequoit Town Judge for 28 years and the Town wishes to honor his memory; and

WHEREAS, the 2024 Tournament will be held on Thursday, September 19th at 5:00pm; and

WHEREAS, the Town wishes to support the Chamber’s promotional efforts in this event; and

WHEREAS, the Parties desire to create a more formal arrangement to partner on this event on the terms set forth below.

NOW THEREFORE, BE IT UNDERSTOOD between the Parties as follows:

1. The primary contact for the Chamber is President of the Chamber, Nick Stebbins;
2. The primary contact for the Town is Justine Bartnick;
3. The Chamber will add the Town’s logo to promotional material;
4. The Town will advertise the Tournament on the Town’s social media and website.

Indemnification: The Chamber shall indemnify, defend, save, and hold harmless the Town, all Town officers, employees, agents, and the like, from any suits or claims of any nature that may occur or may be alleged to have occurred, in the course of the Golf Tournament or promotion of the Golf Tournament.

IN WITNESS WHEREOF, the parties have signed this Memorandum of Understanding as of the date first above written.

TOWN OF IRONDEQUOIT

BY: _____
NAME: ANDRAÉ EVANS
TITLE: Supervisor

IRONDEQUOIT CHAMBER OF COMMERCE

BY: _____
NAME: NICK STEBBINS
TITLE: President of Irondequoit Chamber of Commerce

**EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD ADOPTING
A RESOLUTION AUTHORIZING THE AMENDMENT OF THE I-SQUARE, LLC
PAYMENT IN LIEU OF TAXES AGREEMENT**

At the regular meeting of the Town Board of the Town of Irondequoit ("Town"), Monroe County, New York held at the Town Hall, 1280 Titus Avenue, in said Town, on the 20th day of August, 2024 at 7:00 p.m. local time, there were

PRESENT:

Andraé Evans	Town Supervisor
Ann Cunningham	Town Board Member
Grant Malone	Town Board Member
John Perticone	Town Board Member
Peter Wehner	Town Board Member

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

WHEREAS, in 2013, I-Square, LLC (“I-Square”) entered into a 25-year Payment-in-lieu-of-taxes (“PILOT”) agreement with the County of Monroe Industrial Development Agency (“COMIDA”) to facilitate the redevelopment of area south of the intersection of Titus Avenue and Cooper Road; and

WHEREAS, pursuant to Town Board Resolution No. 2013-019, the Town of Irondequoit (“the Town”), together with the West Irondequoit Central School District (“the School”), adopted resolutions supporting the 25-year PILOT agreement; and

WHEREAS, in 2017 and 2019, the Town Board authorized amendments to the PILOT agreement pursuant to Town Board Resolution; and

WHEREAS, I-Square notified the Town, the School, and COMIDA that it desires to modify Section 6 of the Milestones Provisions by decreasing the required square footage of the Project from 92,000 square feet to 47,000 square feet; and

WHEREAS, I-Square notified the Town, the School, and COMIDA that it desires to remove 633 Titus Avenue (tax map number 076.15-6-11) from the PILOT agreement and add 41 Lorraine Drive (tax map number 076-15.6-45) to the PILOT agreement; and

WHEREAS, the Town, the School, and COMIDA support the amendments contemplated to the PILOT agreement as shown in redline in **Attachment A** hereto.

NOW, THEREFORE, BE IT RESOLVED, subject to the terms set forth herein, the Town Board of the Town of Irondequoit supports the following amendments to the I-Square PILOT:

1. Amending Section 6 of the PILOT, regarding “Milestones Provisions,” specifically to:
 - i. Amend subsection b to decrease the required square footage during the progress of the Project from 50,000 to 33,000
 - ii. Amend subsection c to decrease the final required square footage of Project from 92,000 to 47,000.
 - iii. The aggregate investment amounts shall remain the same as in the 2019 amended PILOT

AND, THEREFORE, BE IT FURTHER RESOLVED, the Town Board supports the removal of parcel 076.15-6-11 from the Project.

AND, THEREFORE, BE IT FURTHER RESOLVED, the Town Board supports the inclusion of parcel 076-15.6-45 (the “Additional Parcel”) into the PILOT provided that the following conditions are met:

1. I-Square must take title to the Additional Parcels before the Additional Parcels may be added to the PILOT.
2. I-Square must obtain approval from the Town Board to rezone the Additional Parcels from R-1 to a zoning designation that would allow the Project, as that term is defined in the PILOT, before the Additional Parcels may be added to the PILOT.
3. I-Square must obtain approval from the Town Planning Board for a revised site plan incorporating the Additional Parcels before the Additional Parcels may be added to the PILOT.
4. Upon the inclusion of the Additional Parcels, the PILOT base payments in Schedule 1 must be increased to reflect the land value of each parcel.
5. All buildings and structures currently located on the Additional Parcel must be demolished within one (1) year of being added to the PILOT.

These conditions are being provided for planning purposes only, and are not intended to commit the Town Board to commence, engage in, or approve any actions.

AND, THEREFORE, BE IT FURTHER RESOLVED, that the Town Board hereby authorizes the Town Supervisor to provide a copy of this resolution to COMIDA in support of amending I-Square’s PILOT Agreement and sign any and all documents necessary to indicate the Town’s support.

This resolution shall take effect immediately upon its adoption.

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

Town Board Member	Perticone	voting	_____
Town Board Member	Wehner	voting	_____
Town Board Member	Malone	voting	_____
Town Board Member	Cunningham	voting	_____
Town Supervisor	Evans	voting	_____

COUNTY OF MONROE INDUSTRIAL DEVELOPMENT AGENCY
~~D/B/A IMAGINE MONROE POWERED BY COMIDA~~

AND

I-SQUARE, LLC

AMENDED AND RESTATED
PAYMENT-IN-LIEU-OF-TAX AGREEMENT

*Property located just south of the Intersection of Titus Avenue and Cooper Road in the
Town of Irondequoit, Monroe County, New York*

Tax Map ID Nos.

Addresses	Tax Map ID #s
<u>667 Titus Avenue</u>	<u>076.15-6-19.11</u>
<u>076.15-6-11</u>	<u>076.15-6-26</u>
<u>251 Lorraine Drive</u>	<u>076.15-6-48</u>
<u>076.15-6-12</u>	<u>076.15-6-27</u>
<u>076.15-6-16</u>	<u>076.15-6-42</u>
<u>61 Lorraine Drive</u>	<u>076.15-6-28</u>
<u>076.15-6-19</u>	<u>076.15-6-49</u>
<u>71 Lorraine Drive</u>	<u>076.15-6-29</u>
<u>076.15-6-21</u>	<u>076.15-6-41</u>
<u>81 Lorraine Drive</u>	<u>076.15-6-40</u>
<u>076.15-6-22</u>	<u>076.15-6-30</u>
<u>775 Titus Avenue</u>	<u>076.15-6-48</u>
<u>400 Bakers Park</u>	<u>076.15-6-31</u>
<u>401 Bakers Park</u>	<u>076.15-6-39</u>
<u>076.15-6-23</u>	<u>076.15-6-39</u>
<u>12 Stranahan Park</u>	<u>076.15-6-31</u>
<u>076.15-6-24</u>	<u>076.15-6-34.1</u>
<u>41 Lorraine Drive</u>	<u>076.15-6-43.11</u>
<u>80 Lorraine Drive</u>	<u>076.15-6-59</u>
	<u>076.15-6-45</u>
	<u>076.15-6-51</u>

Dated as of ~~February~~September 1, ~~2019~~2024

Affected Tax Jurisdictions:

Monroe County
Town of Irondequoit
West Irondequoit Central School District

| 262571-4837-9231-2707-v1

AMENDED AND RESTATED
PAYMENT-IN-LIEU-OF-TAX AGREEMENT

THIS AMENDED AND RESTATED PAYMENT-IN-LIEU-OF-TAX AGREEMENT, dated as of ~~February~~September 1, ~~2019~~2024 (as so amended and restated, the "PILOT Agreement"), is by and between the COUNTY OF MONROE INDUSTRIAL DEVELOPMENT AGENCY ~~D/B/A IMAGINE MONROE POWERED BY COMIDA~~, a public benefit corporation of the State of New York, having its offices at ~~8100 CityPlace~~, 50 West Main Street, Suite 1150, Rochester, New York 14614 (the "Agency") and I-SQUARE, LLC, a limited liability company formed and existing under the laws of the State of New York, with offices at 85 Excel Drive, Rochester, New York 14621 (the "Company").

WITNESSETH:

WHEREAS, the Agency was created by Chapter 55 of the Laws of 1972 of the State of New York pursuant to Title I of Article 18-A of the General Municipal Law of the State of New York (collectively, the "Act") as a body corporate and politic and as a public benefit corporation of the State of New York; and

WHEREAS, the Company has submitted an application (the "Application") to the Agency requesting the Agency's assistance with respect to a certain project (the "Project") consisting of: (A) the acquisition ~~by lease or otherwise, and of a leasehold~~ interest in various properties located ~~just~~ south of the intersection of Titus Avenue and Cooper Road in the Town of Irondequoit, County of Monroe, New York (the "Land"); (B) the demolition of the existing improvements and the construction on the Land of a new road extension and a mixed-use "~~Town Center~~town center" comprised ~~of approximately seven new~~multiple buildings totaling ~~at least 92,000~~approximately 55,000 square feet ~~of space~~, consisting of, but not limited to, ~~an art gallery, outdoor amphitheater stage with room for 400 spectators, a community learning and business conference center, rooftop gardens, retail space, restaurants, office and residential space~~uses (collectively, the "Improvements"), and (C) the acquisition and installation therein, thereon or thereabout of various machinery, equipment and related personal property (the "Equipment" and, together with the Land and the Improvements, the "Facility"); and

WHEREAS, as contemplated by the Application, effective June 1, 2013, the Agency and the Company entered into a lease agreement whereby the Company leased the Facility to the Agency (the "Original Lease Agreement") and a related leaseback agreement whereby the Agency leased the Facility back to the Company (the "Original Leaseback Agreement"); ~~all and Payment in contemplation~~Lieu of ~~entering into a~~Tax Agreement (the "Original PILOT Agreement"), by and between the Company and the Agency, and approved as to ~~assist with form by the Project~~Town of Irondequoit (the "Town") and the West Irondequoit Central School District (the "School"); and

WHEREAS, the Town ~~of Irondequoit~~ and the ~~West Irondequoit Central~~ School ~~District~~ ~~have~~ confirmed their support for the Project and the Original PILOT Agreement as evidenced by their respective approving resolutions annexed hereto as Exhibit A; and

WHEREAS, the Company, pursuant to correspondence, dated May 22, 2017, ~~has~~ requested that the Agency, the Town and the ~~Taxing Jurisdictions (as hereinafter defined)~~ School amend and restate the PILOT Agreement, pursuant to the terms of that certain Amended and Restated PILOT Agreement, dated as of August 1, 2017, by and between the Agency and the Company (as so amended and restated, the "2017 PILOT Agreement"); and

WHEREAS, the Town~~of Irondequoit~~ and the ~~West Irondequoit Central School District~~ have confirmed their support for the 2017 PILOT Agreement as evidenced by their respective approving resolutions annexed hereto as **Exhibit B**; and

WHEREAS, the Company, pursuant to correspondence, dated December 7, 2018, ~~has~~ requested that the Agency, the Town and the ~~Taxing Jurisdictions (as hereinafter defined)~~ ~~further~~School amend and restate the 2017 PILOT Agreement pursuant to the terms of ~~this~~that ~~certain~~ Amended and Restated PILOT Agreement, dated as of February 1, 2019, by and between the Agency and the Company (as so amended and restated, the "2019 PILOT Agreement"; and, together with the Original PILOT Agreement and the 2017 PILOT Agreement, the "Prior PILOT Agreements"); and

WHEREAS, in connection with the 2019 PILOT Agreement and in order to add certain parcels now comprising the Land to the Project, the Original Lease Agreement and the Original Leaseback Agreement were amended, pursuant to that certain First Amendment to Lease Agreement and that certain First Amendment to Leaseback Agreement, each dated as of February 1, 2019, and each by and between the Agency and the Company; and

WHEREAS, the Town~~of Irondequoit~~ and the ~~West Irondequoit Central School District~~ have confirmed their support for ~~this Amended and Restated~~the 2019 PILOT Agreement as evidenced by their respective approving resolutions and/or correspondence annexed hereto as **Exhibit C**; and

WHEREAS, on or before January 31, 2020, the Company demolished or caused to be demolished all existing improvements located on parcels identified as tax map numbers 076.15-6-48; 076.15-6-42; 076.15-6-49; 076.15-6-41; 076.15-6.40; 076.15-6-39; 076.15-6-56.1, as required by Section 3 of the 2019 PILOT Agreement; and

WHEREAS, the Prior PILOT Agreements contained Milestones (as defined therein), the following of which the Company has satisfied:

- a) on or about December 31, 2017, the Company demonstrated an aggregate Investment (as defined herein) of Five Million Five Hundred Thousand Dollars (\$5,500,000) in the Project; and
- b) on or about December 31, 2019, the Company demonstrated that it has completed construction of approximately 33,000 square feet of the Project; and
- c) on or about December 31, 2021, the Company demonstrated (i) an aggregate Investment of at least Nine Million Dollars (\$9,000,000) in the Project and (ii) it has completed construction of 47,000 square feet of the Project; and

WHEREAS, as of December 31, 2023, the Company has demonstrated compliance with the job creation requirements set forth in Section 7 hereof; and

WHEREAS, on or about July 24, 2024, the Company notified the Town, the School and the Agency that it desires to remove 633 Titus Avenue (tax map number 076.15-6-11) ("633 Titus Avenue") from the Project; and

WHEREAS, 633 Titus Avenue was removed from the Project by Amendment to Agreements, dated as of July [], 2024, by and between the Agency and the Company; and

WHEREAS, the Company has now requested that the Agency, the Town and the School further amend and restate the 2019 PILOT Agreement pursuant this Amended and Restated PILOT Agreement in order to (i) add a certain parcel of land located at 41 Lorraine Drive (tax map number 076-15.6-45) to the Project and (ii) modify the Milestones with respect to the square footage constructed, as the Company is unable to complete construction of 92,000 square feet as contemplated by the Prior PILOT Agreements; and

WHEREAS, the Town and the School have confirmed their support for this Amended and Restated PILOT Agreement as evidenced by their respective approving resolutions and/or correspondence annexed hereto as **Exhibit D**; and

WHEREAS, pursuant to Section 874(1) of the Act, the Agency is exempt from the payment of taxes and assessments imposed upon real property and improvements owned (by lease, license or otherwise) by it, other than special ad valorem levies, special assessments and service charges against real property which are now or may be imposed for special improvements or special district improvements; and

WHEREAS, the Agency and the Company deem it necessary and proper to enter into an agreement making provisions for payments in lieu of taxes by the Company to the County of Monroe, the Town-~~of Irondequoit~~ and the ~~West Irondequoit Central~~ School ~~District~~ (collectively, the "Taxing Jurisdictions").

NOW, THEREFORE, in consideration of the Agency providing the Facility and in consideration of the covenants herein contained, it is mutually agreed as follows:

Section 1. (a) **Tax Abatement Policy.** As long as the Facility is leased by the Agency and leased back to the Company, the Company shall pay to the Affected Tax Jurisdictions the Base Amounts described in **Schedule 1** attached hereto in lieu of ad valorem real property taxes.

Unless directed otherwise by the Town and County, amounts due the Town of Irondequoit and County of Monroe shall be billed by the Town and shall be payable on or prior to the date that taxes would be payable with respect to the Facility if the Facility were on the non-exempt side of the tax rolls; and

(b) The Company shall report its compliance with these provisions as requested by the Agency; and

(c) The payments required hereunder for any non-compliance shall be paid by the Company to any and all affected taxing jurisdictions whether or not billed. However, if the Company has made a good faith effort to achieve the job creation standard or any Milestone, it

may apply in writing for relief from the obligation for repayment of taxes abated, based on a showing of unforeseen economic circumstances, fiscal hardship, or other good cause. Application for relief from the repayment obligation shall be made to the Agency, which shall examine the application and make a determination as it deems appropriate, in its sole discretion, regarding the requested relief; and

(d) The tax benefits provided for herein ~~shall be deemed to commence~~commenced as of July 1, 2014 (the "Commencement Date"). In no event shall the Company be entitled to receive tax benefits relative to the Facility for more than twenty-five (25) consecutive years. The Company agrees that it will not seek any tax exemption for the Facility which would provide benefits for more than twenty-five (25) consecutive years.

Section 2. Special district charges, special assessments, and special ad valorem levies (specifically including but not limited to fire district charges), pure water charges and sewer charges are to be paid in full in accordance with normal Town or County billing practices, as the case may be.

Section 3. ~~The Company shall, on or before January 31, 2020, demolish the Company demolished or caused to be demolished all existing improvements located on parcels identified as Tax Map Nos. tax map numbers 076.15-6-48; 076.15-6-42; 076.15-6-49; 076.15-6-41; 076.15-6-40; 076.15-6-39; 076.15-6-56.1 and 076.15-6-59, and shall furnish to the Agency evidence, which is reasonably acceptable to the Agency, that such improvements have been demolished.~~

Section 4. To the extent the Facility is declared to be subject to taxation or assessment by an amendment to the Act, other legislative change, or by final judgment of a Court of competent jurisdiction, the obligations of the Company hereunder shall, to such extent, be null and void.

Section 5. In the event that the Facility is transferred from the Agency to the Company, and the Company is ineligible for a continued tax exemption under some other tax incentive program, or the exemption is less than that described in Section 1(a) herein, the Company agrees to pay, no later than the next tax lien date (plus any applicable grace period) to each of the Taxing Jurisdictions, an amount equal to the taxes and assessments which would have been levied on the Facility if the Facility had been classified as fully taxable as of the date of transfer or loss of eligibility of all or a portion of the exemption described herein. Notwithstanding anything contained herein to the contrary, in the event that title to the Facility, or any portion thereof, is transferred from the Agency to the Company or any person or entity not otherwise entitled to an exemption from taxation (collectively with the Company, the "Transferee") such that the Facility, or portion thereof, is subject to immediate assessment and taxation and is taxed pro rata for the unexpired portion of any fiscal year during which said transfer of title to the Transferee occurred pursuant to the provisions of Section 520 of the New York Real Property Tax Law, any amounts payable or made, as the case may be, pursuant to this PILOT Agreement by the Company to the respective Taxing Jurisdictions shall be reduced or refunded, as the case may be, in accordance with 10 Op. Off. Real Property Services 87 (1999), by the amount of taxes required to be paid pursuant to such Section 520 with respect to the fiscal year during which said transfer of title to the Transferee occurred. The provisions of the

immediately preceding sentence shall survive the termination or expiration of the Lease Agreement and Leaseback Agreement.

Section 6. Milestones Provisions. ~~The As of the date hereof, the Company covenants to achieve the following certifies that it has met certain levels of development with respect to the Project ("Milestones"), which levels of development shall be measured by totaling those. The term "Investment" as used herein shall mean the total~~ sums paid or incurred in furtherance of the Project, including without limitation, cost of land acquisition, marketing fees, legal costs, hard costs and "soft costs", from one or more sources ~~(hereinafter collectively referred to as "Investments") and wherein indicated below:~~

- a) On or ~~before about~~ December 31, 2017, the Company ~~will furnish the Agency with evidence which is reasonably acceptable furnished~~ to the Agency evidence that there has been an aggregate Investment of at least Five Million Five Hundred Thousand Dollars (\$5,500,000) in the Project (including the Investment amount of \$2,400,000); and
- b) On or ~~before about~~ December 31, 2019, the Company ~~will furnish the Agency with evidence which is reasonably acceptable furnished~~ to the Agency evidence that the Company has completed construction of ~~at least 50,000~~33,000 square feet of the Town Center Project;
- c) On or ~~before about~~ December 31, 2021, the Company ~~will furnish the Agency with evidence which is reasonably acceptable has furnished~~ to the Agency evidence that there has been an aggregate Investment of at least Nine Million Dollars (\$9,000,000) in the Project (including the Investment amounts set forth in subsection (a) of this Section). Additionally, the Company ~~will furnish the Agency with evidence which is reasonable acceptable to the Agency that the Company~~ has completed construction of ~~the entire~~92,00047,000 square foot Town Center feet of the Project.

Section 7. Job Creation; Local Labor.

(a) The Company hereby agrees to retain 25 jobs (of which 12 are to be full-time jobs) (collectively, "Baseline Jobs"), and the Company, through the Project, will achieve and maintain the following levels of jobs creation above the Baseline Jobs:

- (i) As of the first (1st) anniversary of the Commencement Date: 5 jobs, of which 2 are full-time jobs (for a total of 14 full-time and 16 part-time jobs);
- (ii) As of the second (2nd) anniversary of the Commencement Date: 6 jobs, of which 3 are full-time jobs (for a total of 17 full-time and 19 part-time jobs); and
- (iii) As of the third (3rd) anniversary of the Commencement Date: 5 jobs, of which 2 are full-time jobs (for a total of 19 full-time and 22 part-time jobs).

(b) The Company covenants and agrees that, at all times while this PILOT Agreement remains in effect, it will comply with the Agency's provisions with respect to the utilization of "local labor" (as such term is defined in the Agency's Application for Assistance, including, without limitation, the appendices thereto) in connection with the construction, expansion and/or renovation of the Project or any portion thereof.

Section 8. Evidence of Milestone Satisfaction. ~~Upon the Company providing the Agency with evidence of the satisfaction of one or more of the Milestones, in such form and containing such detail and back up documentation and information as the Agency shall reasonably require, in each instance the Agency agrees to provide prompt written notification to the Affected Tax Jurisdictions and the Company of the satisfaction of the Milestone(s). In the event such notification is not provided within thirty (30) business days (which, for purposes of this PILOT Agreement, is defined as being all days other than Saturdays, Sundays and public holidays in the State of New York) of the delivery of such evidence (unless the Company and the Affected Tax Jurisdictions are provided written notice within such time period that any such evidence is not reasonably acceptable to the Agency) any evidence so provided shall be deemed acceptable. If the Agency gives timely notice that such evidence is not reasonably acceptable, the Company shall, within fifteen (15) business days following the date such notice is given, furnish to the Agency such additional evidence as the Agency may reasonably require, whereupon the Agency agrees to provide prompt written notification to the Company and the Affected Tax Jurisdictions of the satisfaction of the Milestone(s). If such notification is not provided within thirty (30) business days of the delivery of such evidence (unless the Company and the Affected Tax Jurisdictions are provided written notice within such time period that such evidence is again not reasonably acceptable to the Agency) the evidence so provided shall be deemed acceptable.~~ As of the date hereof, the Company has demonstrated compliance with the Milestones Provisions as outlined in Section 6 hereof. Notwithstanding the foregoing, the Company shall continue to submit to the Agency evidence of compliance with Section 7 hereof.

Section 9. Except as provided herein to the contrary, the Company shall have all of the rights and remedies of a taxpayer with respect to any tax, service charge, special benefit, ad valorem levy, assessment, or special assessment or service charge in lieu of which the Company is obligated to make a payment pursuant to this PILOT Agreement.

Section 10. If the Company enters into any written agreement with any Taxing Jurisdiction providing for payments in lieu of taxes by the Company to any or all of them, so much of this PILOT Agreement as relates to the Taxing Jurisdiction with which the Company has entered into said written agreement shall be automatically modified to reflect the terms of any such written agreement, and any such written agreement shall be deemed to be incorporated herein by reference and made a part hereof as an amendment or modification hereof. Should the Company receive any exemption from any of the Taxing Jurisdictions, this PILOT Agreement shall automatically be modified to reflect the extent of such exemption.

Section 11. Remedies on Default. Whenever any Event of Default hereunder shall have occurred and be continuing, the Agency may take, to the extent permitted by law, any one or more of the following remedial steps:

(a) Declare, by written notice to the Company, to be immediately due and payable, whereupon the same shall become immediately due and payable, all unpaid PILOT Payments due under this PILOT Agreement;

(b) Take any other action as it shall deem necessary to cure any such Event of

Default, provided that the taking of any such action shall not be deemed to constitute a waiver of such Event of Default;

(c) Take any other action at law or in equity which may appear necessary or desirable to collect the payments then due or thereafter to become due hereunder, and to enforce the obligations, agreements or covenants of the Company under this PILOT Agreement; and/or

(d) Terminate this PILOT Agreement.

Section 12. If payments are not made as provided for herein, the Agency shall be entitled to pursue any and all remedies afforded them at law or in equity.

Section 13. Notwithstanding anything contained herein to the contrary, upon the occurrence of (i) the sale or closure of the entire Facility, (ii) a significant unapproved change in use of the Facility, (iii) a failure to maintain the employment levels set forth in Section 7(a) hereof at the Facility; (iv) a failure to meet any of the Milestones set forth in Section 6 hereof, or (v) a significant Event of Default hereunder, under the Lease Agreement or under the Leaseback Agreement, the Agency shall have the right to recapture real property tax abatements provided hereunder pursuant to the following schedule:

<u>Year of Recapture</u>	<u>Percent of Recapture, Applicable to Current and All Prior Years</u>
1	100%
2	100%
3	100%
4	100%
5	100%
6	50%
7	50%
8	50%
9	25%
	25% or less,
10	at the Agency's discretion

Any such recapture is at the sole and exclusive discretion of the Agency. The Agency shall notify the Company in writing within ninety (90) days of such Event of Default of its intent to recapture the PILOT benefits (or any portion thereof); provided, however, that such period shall not commence to run until the Agency has been properly notified or ascertains any such Event of Default. For purposes of this Section only, a "significant reduction" shall mean more than twenty percent (20%) of the employment as stated in the application. Any and all recaptured payments received pursuant to this provision shall be remitted to the Taxing Jurisdictions on a pro rata basis within sixty (60) days of receipt of payment.

Section 14. No portion of any interest in this PILOT Agreement may be assigned by the Company, nor shall any person other than the Company be entitled to succeed to or otherwise

obtain any benefits of the Company hereunder without the prior written consent of the Agency, which shall not be unreasonably withheld.

[Remainder of Page Intentionally Left Blank]

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

COUNTY OF MONROE INDUSTRIAL
DEVELOPMENT AGENCY ~~D/B/A IMAGINE~~
~~MONROE POWERED BY COMIDA~~

By: _____
Name: Jeffrey RAna J. AdairLiss
Title: Executive Director

I-SQUARE, LLC

By: _____
Name: Michael Nolan
Title: Sole Member

APPROVED AS TO FORM:

TOWN OF IRONDEQUOIT, NEW YORK

By: _____
Name: David SeeleyAndraé Evans
Title: Supervisor

APPROVED AS TO FORM:

WEST IRONDEQUOIT CENTRAL SCHOOL DISTRICT, NEW YORK

By: _____
Name: Jeffrey B. CraneAaron R. Johnson, Ed.D.
Title: Superintendent

SCHEDULE 1

<u>PILOT Year</u>	<u>County and Town Tax Year</u>	<u>School District Tax Year</u>	<u>Amount due to County*</u>	<u>Amount due to Town**</u>	<u>Amount due to School District***</u>
Year 1	2015	2014-2015	\$17,367.35	\$13,668.82	\$55,764.97
Year 2	2016	2015-2016	\$17,801.53	\$14,010.54	\$57,159.09
Year 3	2017	2016-2017	\$17,890.54	\$14,360.80	\$58,588.07
Year 4	2018	2017-2018	\$17,979.99	\$14,719.82	\$60,052.77
Year 5	2019	2018-2019	\$18,069.89	\$15,087.82	\$61,554.09
Year 6	2020	2019-2020	\$19,981.58	\$16,915.00	\$69,492.05
Year 7	2021	2020-2021	\$20,081.49	\$17,337.88	\$71,229.35
Year 8	2022	2021-2022	\$20,181.90	\$11,771.33	\$73,010.08
Year 9	2023	2022-2023	\$20,282.81	\$18,215.61	\$74,835.33
Year 10	2024	2023-2024	\$20,384.22	\$18,671.00	\$76,706.22
Year 11	2025	2024-2025	\$20,486.14	\$19,137.77	\$78,623.87
Year 12	2026	2025-2026	\$20,588.57	\$19,616.22	\$80,589.47
Year 13	2027	2026-2027	\$20,691.52	\$20,106.62	\$82,604.21
Year 14	2028	2027-2028	\$20,794.97	\$20,609.29	\$84,669.31
Year 15****	2029	2028-2029	\$20,898.95	\$21,124.52	\$86,786.04
Year 16	2030	2029-2030	\$21,003.44	\$21,652.64	\$88,955.70
Year 17	2031	2030-2031	\$21,108.46	\$22,193.95	\$91,179.59
Year 18	2032	2031-2032	\$21,214.00	\$22,748.80	\$93,459.08
Year 19	2033	2032-2033	\$21,320.07	\$23,317.52	\$95,795.55
Year 20*****	2034	2033-2034	\$21,426.67	\$23,900.46	\$98,190.44
Year 21	2035	2034-2035	\$21,533.81	\$24,497.97	\$100,645.20
Year 22	2036	2035-2036	\$21,641.48	\$25,110.42	\$103,161.33
Year 23	2037	2036-2037	\$21,749.68	\$25,738.18	\$105,740.37
Year 24	2038	2037-2038	\$21,858.43	\$26,381.63	\$108,383.88

Year 25	2039	2038-2039	\$21,967.72	\$27,041.17	\$111,093.47
---------	------	-----------	-------------	-------------	--------------

*Base Amount plus 2.5% in Year 1; thereafter escalation factor of .5% per year.

** Base Amount plus escalation factor of 2.5% per year.

*** Base Amount plus escalation factor of 2.5% per year.

****If the Project does not exceed \$16,000,000 in tax assessment at Year 15, as established by the Town Assessor, then this PILOT shall be extended for a period of 5 years under the current formula; if the tax assessment at Year 15 exceeds \$16,000,000, then the escalator shall be increased for Year 16 only by the percentage increase of the tax assessment above the Year 15 threshold (i.e., if the tax assessment in Year 15 is \$17,600,000 – 10% -- then the escalator for Year 16 shall be 10% plus the 2.5% base tax escalator). In years 17-20, the 2.5% tax escalator shall apply.

*****If the Project does not exceed \$17,000,000 in tax assessment at Year 20, as established by the Town Assessor, then this PILOT shall be extended for a period of 5 years under the current formula (base plus 2.5% annual escalator); if the tax assessment at Year 20 exceeds \$17,000,000, then the escalator shall be increased for Year 21 only by the percentage increase of the tax assessment above the Year 20 threshold (i.e., if the tax assessment in Year 20 is \$18,700,000 – 10% -- then the escalator for Year 21 shall be 10% plus the 2.5% base tax escalator). In Years 21-25, the 2.5% tax escalator shall apply.

Schedule I-2

EXHIBIT A

Approving Resolutions of the Town and School District (2013)

[See Attached]

EXHIBIT B

Approving Resolutions of the Town and School District (2017)

[See Attached]

EXHIBIT C

Approving Resolutions of the Town and School District (2018/2019)

[See Attached]

EXHIBIT D

Approving Resolutions of the Town and School District (2024)

[See Attached]

Document comparison by Workshare Compare on Friday, August 2, 2024
8:48:48 AM

Input:	
Document 1 ID	netdocuments://4837-9231-2707/2
Description	2019 Amended and Restated PILOT Agreement (COMIDA I Square)
Document 2 ID	netdocuments://4866-9420-2316/1
Description	2024 Amended and Restated PILOT Agreement (COMIDA I Square)
Rendering set	Standard

Legend:	
<u>Insertion</u>	
<u>Deletion</u>	
<u>Moved from</u>	
<u>Moved to</u>	
Style change	
Format change	
<u>Moved deletion</u>	
Inserted cell	Light blue
Deleted cell	Light red
Moved cell	Light green
Split/Merged cell	Light yellow
Padding cell	Light grey

Statistics:	
	Count
Insertions	102
Deletions	93
Moved from	3
Moved to	3
Style changes	0
Format changes	0
Total changes	201

**EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD ADOPTING
A RESOLUTION AUTHORIZING THE TOWN SUPERVISOR TO ENTER INTO AN
AGREEMENT FOR LEGAL SERVICES**

At a regular meeting of the Town Board of the Town of Irondequoit, Monroe County, New York held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 20th day of August, 2024, at 7:00 p.m. local time, there were

PRESENT:

Andraé Evans	Town Supervisor
Ann Cunningham	Town Board Member
Grant Malone	Town Board Member
John Perticone	Town Board Member
Peter Wehner	Town Board Member

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

WHEREAS, it is necessary for the Town of Irondequoit to have an Attorney for the Town to provide legal counsel and general municipal legal services to the Town; and

WHEREAS, pursuant to Town Code Section 51-10, the Town issued a Request for Proposals for General Legal Services on July 23, 2024 (the “RFP”). A copy of the RFP is attached as **Attachment A** hereto; and

WHEREAS, RFP responses were due by August 12, 2024; and

WHEREAS, the Town received eight responses to the RFP; and

WHEREAS, the Town convened an RFP Selection Committee (the “Committee”) that reviewed the responses, conducted a preliminary ranking, and interviewed the top three responding firms; and

WHEREAS, at the conclusion of the interviews and after reviewing all relevant RFP materials, the Committee recommends that the Town Board hire Brown Hutchinson LLP as Attorney for the Town; and

WHEREAS, funding for these services is located in account A1142000-541200.

NOW THEREFORE BE IT RESOLVED, that the Town Board appoints Brown Hutchinson LLP as Attorney for the Town, and authorizes the Supervisor to enter into an agreement with

Brown Hutchinson LLP in substantially the form annexed hereto as **Attachment B** and in such final form as approved by the Attorney for the Town.

This resolution shall take effect immediately upon its adoption.

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

Town Board Member	Perticone	voting	_____
Town Board Member	Wehner	voting	_____
Town Board Member	Cunningham	voting	_____
Town Board Member	Malone	voting	_____
Town Supervisor	Evans	voting	_____



a town for a lifetime
IRONDEQUOIT *New York*

Release: July 23, 2024

**Request for Proposals
For
General Legal Services**

Submissions due: August 12, 2024 at 4 p.m. EST

Deliver written submissions to:

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

Deliver electronic submissions to: dmars@irondequoit.gov

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A. NOTICE

The Town of Irondequoit (“Town”) is soliciting written proposals from qualified attorneys and/or law firms to provide general municipal legal services as the Attorney for the Town. The selected attorney or law firm will enter into a contract with the Town of Irondequoit to perform the professional services described more completely below. The term “firm” shall be used hereafter to mean law firms as well as individual attorneys.

The scope of the services is described in this Request for Proposals (“RFP”). Copies of this RFP may be obtained from the Office of the Town Clerk between the hours of 8:30 a.m. and 4:30 p.m. EST.

Pursuant to Town Code Chapter 51, the Town will hold interviews with firms submitting proposals. Interviews will be coordinated at the sole direction of the Town, and it is required that key staff members from each firm attend. The Town reserves the right to set the interview date and time, but to the extent practicable, the Town will accommodate specific scheduling requests.

The Town reserves the right to accept or reject any and all proposals if it determines it is in the best interests of the Town.

B. BACKGROUND

The Town of Irondequoit is bordered on three sides by bodies of water, the Genesee River to the west, Lake Ontario to the north, and Irondequoit Bay to the east, giving rise to its historic Haudenosaunee placename “where land and waters meet.” Established in 1839 as a town within Monroe County, it was a predominately rural municipality characterized by an agrarian economy and early waterfront resort communities until the early twentieth century when it transformed to a densely populated inner-ring suburb of the City of Rochester. The Town is home to approximately 51,000 people.

The Town is governed by a five-member Town Board, which includes the Town Supervisor. The Town Board meets approximately twenty-five times per year. Regular Town Board meetings take place at 7:00 p.m. on the third Tuesday of each month. Workshop meetings take place at 4:00 p.m. on the second Monday of each month. An organizational meeting is held annually in January. Each Town Board meeting and Town Board workshop meeting lasts approximately ninety minutes. The Town Board adopts approximately three hundred resolutions per year. All Town Board meetings may be viewed online at <https://www.youtube.com/@Town-of-Irondequoitstreams>. The Town Code can be found at: <https://ecode360.com/IR0059?needHash=true>

C. INSTRUCTIONS FOR SUBMISSION

SUBMISSION OF PROPOSAL

The Town is soliciting proposals to provide General Legal Services as Attorney for the Town. Prospective firms must offer a proposal that will meet the scope of services, qualifications, and general description of work activities identified in Section D of this RFP.

Submitted proposals must follow the format as outlined in this RFP to ensure the Town receives comparable documents, allowing for a fair and objective review and evaluation.

Final responses to this RFP must include one (1) hard copy or one (1) electronic copy of your proposal. Electronic copies must be submitted in .doc or PDF format.

Proposals must be clearly marked as “Response to RFP for General Legal Services.” Proposals must be signed by an official authorized to legally bind the firm to all provisions included in the proposal.

Submit proposals to:

Diana Marsh
Comptroller
Town of Irondequoit
1280 Titus Avenue
Rochester, NY 14617
dmarsh@irondequoit.gov

REQUESTS FOR INFORMATION

All requests for information and questions shall be made in writing to the Comptroller, Diana Marsh, at the email address listed above with the subject line: “RFP: General Legal Services – Request for Information” no later than **July 29, 2024 at 12:00 p.m. EST**. Any inquiries sent after that time will not receive a response. Answers to all questions will be included as part of an Addendum to this RFP and distributed to all known firms via email by August 2, 2024. After August 2, 2024, the Addendum will also be available for review and may be obtained from the Office of the Town Clerk between the hours of 8:30 a.m. and 4:30 p.m. EST, Monday through Friday.

No contact will be allowed between responding law firms or attorneys and any Town employee or official unless permission is specifically authorized in writing by the Comptroller. Prohibited contact may be grounds for disqualification.

DEADLINE FOR SUBMISSION

Final proposal submissions must be received no later than **4:00 p.m. EST on August 12, 2024**. To be considered, proposals must arrive on or before the date and time specified. Requests for extension of the submission date will not be granted. Allow ample delivery time to assure timely receipt of any mailed proposals.

RESERVATION OF RIGHTS

The Town reserves the right to: refuse any and all proposals in part or entirely; disregard all nonconforming, nonresponsive, or conditional proposals; and waive any or all informalities. The Town will base its selection on the evaluation criteria in Section G.

BOARD APPROVAL REQUIRED

Any award is subject to the execution of a contract between the selected firm and the Town. The Town's contract obligation is contingent upon: (1) approval of the contract by the Town Board and (2) execution of the contract between the Town and selected firm. No legal liability on the part of the Town for payment of any money shall arise unless and until a contract is executed by both parties. The Town shall have no responsibility or liability for any of the firm's costs related to preparation of responses, attendance at interviews, etc.; all such costs are solely at the firm's risk and expense.

D. SCOPE OF SERVICES

CLIENT

The client shall be the Town Board, with the Town Supervisor acting as the main point of contact.

GENERAL SCOPE OF SERVICES

The services requested include providing legal services for all matters related to Town operations, including but not limited to legal review, document generation, legal representation, litigation and other court-related tasks.

The legal services desired are more fully described as follows:

1. Advise the Town Supervisor, Town Board, and other Town officials in all areas of municipal law;
2. Advise any staff members of the Town as authorized by the Town Supervisor;
3. Provide general municipal legal advice and interpret municipal, state, and federal law as it applies to the Town;
4. Serve as Town Attorney for all Town Board and Town Board workshop meetings;
5. Provide legal advice on the Freedom of Information Law and Open Meetings Law;
6. Advise the Conservation Board, Historic Preservation Commission, Board of Ethics, and Deer Management Program Board and attend meetings, as requested;
7. Conduct legal research, find relevant facts, develop and review documents as requested by the Town Board and/or Town Supervisor;
8. Prepare and review ordinances, resolutions, legal notices, contracts, deeds, leases, and other written legal documents generated in the course of Town business, as requested;
9. Prosecute Town Code parking violations in Town Court;

10. Coordinate the legal work of the Town's use of outside counsel for legal services beyond the scope of this engagement;
11. Report to the Town Board on pending litigation and coordinate presentations from outside counsel; and
12. Perform other legal services, as assigned.

LEGAL SERVICES EXCLUDED FROM RFP

The Town utilizes a legal team, including multiple law firms and outside counsel, to address the Town's legal needs. The following legal services are carved out of the scope of services in this RFP:

1. Planning Board and Zoning Board of Appeals work;
2. Prosecution of Town Code violations;
3. Board of Assessment Review work;
4. Article 7 Tax Certiorari cases;
5. Labor and Employment law advice;
6. Litigation defense, if provided by counsel assigned by insurance; and
7. Special projects designated by the Town Board requiring specialized legal services.

E. SUBMISSION REQUIREMENTS

Proposals should demonstrate the qualifications, competence, depth, and capabilities of the firms seeking to provide legal services to the Town in conformity with the requirements of this RFP.

FORMAT

Each proposal should include a cover letter and table of contents. The cover letter should not exceed one (1) page and should indicate the firm's interest in the engagement and summarize key points of the proposal.

The table of contents must follow the cover letter and should clearly outline the contents of the proposal.

SUBMISSION REQUIREMENTS

General Information About Firm

1. Name, address, telephone number, and e-mail address of firm.
2. Name of contact person, email, and telephone number for purposes of communications regarding the proposal.
3. Size of the firm, the size of the firm's municipal law staff, the location of the office from which work for the Town will be performed, and the number and nature of the professional staff to be employed in this engagement.

4. Narrative about the history of the firm, including date of inception, experience with relevant New York municipal, state and federal law, and experience providing services to New York municipalities.
5. Explanation of firm resources, including clerical and support staff, library and research capabilities, and other relevant information.

Qualifications of Firm and Legal Team

1. Identify proposed legal team and how it will be organized to accomplish the scope of work.
2. Provide Certificate of Good Standing from the New York State Unified Court System for each attorney proposed to perform legal work under the engagement.
3. Identify the accessibility of the proposed legal team, and the response time that they offer to the Town.
4. Narrative of the qualifications of the person(s) proposed to work directly with the Town to include:
 - a) Legal training, years of practice, areas of specialization, date of admission to NY Bar;
 - b) Experience representing New York municipalities, including the percentage of overall workload that is dedicated to municipal clients and the years of municipal law practice;
 - c) Litigation experience; and
 - d) Professional affiliations.

Mandatory Questions

Firms must provide an answer to each of the questions listed below. Please designate the answers in the table of contents as "Mandatory Question Responses."

1. Are any attorneys, officers, principals, partners, or employees of the Law Firm/Attorney presently disbarred, suspended, proposed for disbarment or discipline, or declared ineligible for a contract, by a federal or state department or Town, including any established courts or administrative tribunals?
2. Has the firm, its officers, principals, partners, or employees that are expected to perform services under this RFP, been disciplined, admonished, warned, or had any license, registration, charter, certification, or any similar authorization to engage in the legal profession suspended or revoked for any reason?
3. Within the last five years has the firm, its officers, principals, partners, or employees expected to perform services under this RFP, been convicted of, or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract, violation of antitrust statutes or commission of embezzlement, theft, forgery,

falsification or destruction of records, making false statements, or receiving stolen property?

4. Has the firm been in bankruptcy, reorganization, or receivership in the last five years? If so, please explain current status.

References

Include identifying and contact information for at least three (3) current references for whom comparable work has been performed within the last three (3) years.

Conflicts of Interest

Indicate if the firm has any conflicts of interest with the Town or Town employees. Please specify the nature of the conflict and propose how the conflict will be addressed.

Proof of Insurance

Provide an affirmative statement that the firm maintains malpractice, Workers' Compensation, and New York Disability insurance coverage. Acknowledge that, if selected, the firm will provide the Town with Certificates of Insurance, with the Town as the Certificate Holder, in a form that is satisfactory to the Town.

Cost Proposal

1. Provide a narrative about the proposed method for calculation of hourly fees or annual rate to provide the legal services as described in Section D.
2. Indicate the hourly rate for each member of the proposed legal team.
3. Indicate whether or not out of pocket expenses, including mileage and subscriptions to legal research resources, are included in the proposed price.
4. Indicate a description of basic services to be included and list services or other incidentals for which additional fees would be charged.
5. Provide a narrative of normal billing cycle procedures.
6. A statement that the prices identified in the cost proposal will remain valid for a minimum of 365 days after August 12, 2024.

F. TENTATIVE SCHEDULE

Advertise Request for Proposal	July 22, 2024
Requests for Information Due	July 29, 2024, at 12:00 p.m.
Addendum(s) Furnished	August 2, 2024
Submissions Due	August 12, 2024, at 4:00 p.m.

Proposal Review Interviews	Week of August 12, 2024
Town Board Resolution/ Contract Execution	August 20, 2024
Transition and Knowledge Transfer	September 2024

G. SELECTION PROCEDURE AND CRITERIA

SELECTION PROCEDURE

The Town will abide by the policy and procedures for securing professional services as detailed in Town Code § 51-10.

The Town's Selection Committee shall formally evaluate and rank each proposal. Interviews with each of the firms submitting proposals shall be held prior to ranking, provided that if more than three firms submit proposals, the Selection Committee may provide a preliminary assessment of all proposals and elect to interview no less than the top three firms. During the interview process, selected firms will be given approximately sixty minutes to present their proposals and answer questions from the Selection Committee. At the conclusion of the interviews, the Selection Committee will evaluate each firm and document the ranking.

Once ranking is complete, the Town will negotiate the terms of a contract with the top-ranked firm. In the event that negotiations are not successful, the second-ranked firm shall be invited to engage in a similar negotiation.

When negotiations are complete, the Selection Committee shall present the scope of the professional services to be performed and the proposed fee to the Town Board for approval.

The Town reserves the right to make selection based on its sole judgment and further reserves the right to reject any and all proposals.

EVALUATION CRITERIA

In order to determine what response is most advantageous, the Town will evaluate all responses on the basis of the criteria specified below. These criteria are not necessarily listed in order of importance. The Town reserves the right to weigh its evaluation criteria in any manner it deems appropriate. Although price will be a factor in consideration of the responses, it is not the sole criterion.

All complete proposals received by the Town of Irondequoit will evaluated for:

1. Firm's qualifications and demonstrated capability to provide the solicited legal services;
2. Communication skills and the ability to work effectively with the Town Board, Town Supervisor, municipal staff members, and the Town's Boards and Committees;
3. Depth and breadth of experience and expertise in the practice of law, specifically in those matters most often encountered in New York municipalities such as municipal

administration, tax collection and assessing, road/transportation law, land use law, ethics law, and municipal finance;

4. Ability to perform legal services promptly and in a manner that permits the Town's administration to meet established deadlines, to act expeditiously in matters requiring legal counsel, and to operate in an effective and efficient manner;
5. Degree of availability for quick response to inquiries that arise out of day-to-day operating questions or problems and availability to accommodate attendance at meetings, as necessary;
6. References of municipalities for which similar services are currently being provided;
7. Firm's price proposal;
8. General quality and responsiveness of the proposal;
9. Degree to which the proposal addresses all items in the Scope of Services; and
10. Other qualifications or criteria as deemed appropriate by the Town.

SUPPLEMENT AND REVISED RESPONSE TO PROPOSAL

RFP FOR GENERAL LEGAL SERVICES RFP RELEASE DATE: JULY 23, 2024

COST PROPOSAL

Provide a narrative about the proposed method for calculation of hourly fees or annual rate to provide the legal services as described in Section D.

Indicate the hourly rate for each member of the proposed legal team.

<u>Name</u>	<u>Title</u>	<u>Standard Rates</u>
T. Andrew Brown	Partner	\$300.00/Hr.
Michelle A. Hutchinson	Partner	\$295.00/Hr.
Michael Cobbs	Partner	\$295.00/Hr.
Kimberly J. Campbell	Partner	\$295.00/Hr.
William Swift	Counsel	\$275.00/Hr.
Paralegal	Paralegal	\$165.00/Hr.

Resolution Number 2024 -

**EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD
APPROVING THE SPECIAL EVENT LICENSE FOR BERT GALLMON TO CONDUCT A
TRIATHLON**

At a regular meeting of the Town Board of the Town of Irondequoit, Monroe County, New York held at the Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 20th day of August 2024 at 7:00 p.m. local time, there were:

PRESENT:

Andraé Evans	Town Supervisor
Ann Cunningham	Town Board Member
Grant Malone	Town Board Member
John Perticone	Town Board Member
Peter Wehner	Town Board Member

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

WHEREAS, the Town Clerk's Office received an application for a special event license from Bert Gallmon on behalf of the Rochester Area Triathletes requesting permission to use Town roads for the Annual Rochester Triathlon from on Saturday, August 24, 2024 between the hours of 7:30 a.m. and 1:00 p.m. The application is attached hereto as **Attachment A**; and

WHEREAS, the Monroe County Chief of Traffic Operations & Permits has granted permission for the use of roadways for the race subject to coordination with applicable local businesses, emergency departments and residents as indicated in the letter included in **Attachment A**; and

WHEREAS, proof of current insurance, which expires on January 1, 2025, has been reviewed and approved by the Town's insurance carrier.

NOW THEREFORE, BE IT RESOLVED, that the Town Board approves the special event license for Bert Gallmon to use Town roads for the Annual Rochester Triathlon on Saturday, August 24, 2024, between the hours of 7:30 a.m. and 1:00 p.m. Equipment may be set up on Friday, August 23, 2024, and taken down on Saturday, August 24, 2024. This approval is conditioned on the applicant notifying all affected residents before the event and meeting the conditions noted in the letter from the Monroe County Chief of Traffic Operations & Permits.

This resolution shall take effect immediately upon its adoption.

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

Town Board Member	Perticone	voting	_____
Town Board Member	Wehner	voting	_____
Town Board Member	Malone	voting	_____
Town Board Member	Cunningham	voting	_____

Town Supervisor

Evans

voting

SURETY:

Applicant must file with Town Clerk, upon approval of application but prior to issuance of license, the following:

CERTIFICATE OF LIABILITY INSURANCE insuring the licensee and the Town of Irondequoit for a minimum of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage Liability, including Products and Completed Operations Coverage, arising out of the licensed activity.

NOTE: The Town of Irondequoit must be listed on a primary and non-contributory basis.

EVENT OPERATING SCHEDULE: (Maximum of 5 days from 8:00 AM to 12 Midnight only.)

Equipment/rides set up start date 8-23 Time 12pm
Event Start Date 8-23 Time 3pm
Event Completion Date 8-24 Time 1pm
Equipment/rides take down date 8-24 Time 1pm

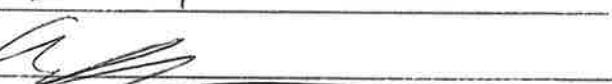
RESPONSIBLE PARTIES:

Person or alternate located on event site and responsible for all event activities during its operations:

NAME Bert Gallman
ADDRESS 3015 St. Paul Blvd.
TELEPHONE NO. 585-737-3650

NAME _____
ADDRESS _____
TELEPHONE NO. _____

Date of Application: 6-25-27

Signature of Applicant: 

***PLEASE NOTE: IT IS THE RESPONSIBILITY OF THE APPLICANT TO
PROVIDE THE TOWN CLERK'S OFFICE WITH A COMPLETED LICENSE
APPLICATION AND PROPER INSURANCE REQUIREMENTS AT TIME OF
SUBMITTAL. INCOMPLETE APPLICATIONS WILL NO LONGER BE
ACCEPTED.**

Type and number of contractor rides/concessions/exhibitions to be used (Locate on map):

POWER:

Type of electrical power to be used (house current, generator, etc.): generator power

Location of generator on event site (Locate on map):

Type of lighting to be used (If searchlight is planned, indicate size and site location):

2-Light Towers at Finish line and Transition

PARKING/TRANSPORTATION:

Storage location of trailers and trucks (indicate on map): At transition and parking lots

Parking location of workers and patrons' vehicles (indicate on map): Parking lots

Street route to be used to transport equipment/rides to and from event site: Lake shore Blvd.

Nature and scope of event advertising: Online and through email

Statement of method used by applicant and/or outside contractor to supervise

parking/traffic flow: IPD is being requested to manage traffic as previous years.

**APPLICATION FOR LICENSE TO CONDUCT
FESTIVALS/CARNIVALS/EVENTS**

NOTE: This application is pursuant to Town of Irondequoit Municipal Code, Chapter 194, "Special Events", attached.

If any section is not applicable to your event, please put N/A in lieu of leaving it blank.

GENERAL:

Name of Applicant: Bert Gallmor

Applicant's Address: 3015 St. Paul Blvd.

Telephone Number: 585-737-3650

If Corporation, list State of Incorporation: _____

Corporation Officers' Addresses: _____

Type of Event Planned: Triathlon

Event Site Address: 1342 Lakeshore Blvd. - Durand Beach

**Location of Nearby Residents: (ATTACH A MAP SHOWING ALL RESIDENTIAL LOT LINES
WITHIN 150 FEET OF EVENT SITE.)**

Name of Outside Contractor (or Concessionaire): _____

Contractor Residence Address (Local): _____

Contractor Telephone No.: _____

Contractor Business Address: _____

Contractor Business Telephone No.: _____

Names of Contractor Employees: _____

(If additional space is needed, please list on reverse side of this sheet.)

If employees housed on event site, state in what manner: _____



a town for a lifetime
IRONDEQUOIT *New York*

Please sign below:

Chief of Police

Scott Peters

A black ink signature of the name "Scott Peters".

Fire Marshall

Jeffrey David

A blue ink signature of the name "Jeffrey David".

Commissioner of DPW

Erin Magee

A blue ink signature of the name "Erin Magee".

Supervisor

Andrae Evans

A blue ink signature of the name "Andrae Evans".

Town Clerk

Latasha Elder

A blue ink signature of the name "Latasha Elder".

FOR TOWN USE ONLY: Festivals / Carnivals / Events

\$100.00 Application Fee:

Date Received: 6-25-24 By: DT

Insurance Approval: _____

Fire Marshal Approval

Signature _____

Date _____

Police Department Approval

Signature _____

7/1/24

Date _____

**Community Services
Bureau of Public Works**

cm. Mee

Signature _____

7/31/2024

Date _____

Security Deposit (If Applicable)

Amount Taken: _____

Received by: _____

Date Received: _____

Once all approved: Give a copy to Barb to put on the Board Meeting for final approval. When final approval is given, call applicant to tell them it's all approved and mail them a copy with the resolution.



Department of Transportation

Monroe County, New York

Adam J. Bello
County Executive

Thomas J. Frys, P.E.
Director

July 23, 2024

Mr. Bert Gallmon, Race Director
Rochester Area Triathletes
315 Grosvenor Road
Rochester, NY 14610

RE: PARADE PERMIT – ANNUAL ROCHESTER TRIATHLON

Dear Mr. Gallmon:

This is to inform you of the approval to use the following roads for the Sprint and Intermediate New York State Championship Triathlons on Saturday, August 24, 2024, between the hours of 7:30 am and 12:00 pm:

- Lakeshore Boulevard will be one-way traffic EB from St Paul Blvd to Colebrook Dr, and used by race participants in the WB lane.
- Lakeshore Blvd from Colebrook Dr to Camp Eastman will be alternating EB/WB traffic (controlled by IPD), and used by race participants in the WB lane.
- Lakeshore Blvd will be closed to traffic in both directions from Camp Eastman to The Highlands, and used by race participants.
- Lakeshore Blvd and Sweet Fern Road will be one-way traffic EB from The Highlands to Culver Rd, and used by race participants in the WB lane.

This permission is granted with the understanding that your organization will coordinate with the Frank E. Van Lare Treatment Plant, Durand Eastman Golf Course, and Camp Eastman, and will keep our office informed as to their current status. All affected residents are spoken to face to face 7-10 days prior to event, as well as community posts and mailings.

All emergency departments must be notified by your office of the date and times of the above activities. This approval is also granted with the understanding that the County of Monroe assumes no liability for any injury to any participant or bystander while they are within the County right-of-way and that the provision of traffic control within the approved activities and locations will be the responsibility of the Irondequoit Police Department.

If you have any questions, please contact John Raymond at 585-753-7711 or me at 585-753-7747.



Department of Transportation

Monroe County, New York

Adam J. Bello
County Executive

Thomas J. Frys, P.E.
Director

Sincerely,

A handwritten signature in black ink, appearing to read "TAH".

Timothy A. Harris, P.E.
Chief of Traffic Operations & Permits

TAH:JR:jl

cc: T. Frys, T. Polech, T. Cesario, M. Matteson
Bill Lang, Irondequoit Fire Marshal
Erin Magee, Commissioner, Irondequoit DPW
Scott Peters, Chief, Irondequoit Police Department
Julie Tolar-Boasi, RGRTA
File H:\Subject\Traffic Operations and Permits\PERMITS\Parade\2024\Irondequoit\Irondequoit, RATS Triathlon 2024.doc

The Rochester Area Triathletes (RATs) and Wolfpack Multisport will be hosting the Rochester Triathlon on August 24st, 2024 at Durand Eastman Beach for the 10th year. A brief description of the race is described in the overview and maps are included that cover the bike and run portions of the course. Everyone working this event will be Volunteer.

Overview

The race will start at 8:00 AM and we will affect our road closures a few minutes before that time. The road closures and traffic attenuation for the bike course will be concluded by 11:30 am. Lake Shore Blvd will be completely re-opened at 11:30 am. After 12:30, no runners will be left on roads of the run course which consists of the paved beach path and some neighborhood roads west of Culver and north of Sweet Fern. We are working with the Town of Irondequoit, Irondequoit Police Department, the City of Rochester Special Events Department, the City of Rochester Parks and Recreation, Monroe County DOT, Monroe County Parks and the Monroe County Sheriff's for the appropriate road closures and traffic control.

- 7:50 am road closures start
- 8:00 am race start
- 11:30 am road closures end
- 12:00 am awards ceremony
- 12:30 pm all runners off public roads
- 1:00 pm expected last finisher
- 1:15 pm finish line closes
- 3:00 pm clean-up finished and only large tent left
- 5:00 pm large tent removed

Transition Area

The race will center on the Transition Area which will be located in the grass near lot B of Durand Eastman Beach immediately adjacent to Parking Lot A. Check-in for the athletes prior to the start of the race would happen at a large (20x30) tent in this area and then that tent would be used during the race as HQ for race officials and for setup of post-race food. There will be two additional smaller tents (10x10) in this area for race management. One would be used prior to the race for body marking of the athletes, and as medical tent during the race and then for shade for athletes during the awards ceremony. The other tent will be used prior to race as a volunteer check-in station and during the race as volunteer HQ.

The transition area will be entirely fenced with 4 foot high snow fence with one entrance and one exit during the race. One additional entrance will be available and fully guarded during the hours before race to alleviate any long lines as athletes arrive. Athletes will be screened before they can enter / exit the transition area to prevent someone leaving with unrelated equipment. Both entrances / exits will be continuously manned by volunteers trained by race staff and organized by the Transition Area Chief.

The Swim

The swim will be held in Lake Ontario and will be supervised by the Waterfront Director. We will have one sheriff boat stationed at the northern-most leg of the swim route to hold lifeguards, keep other boaters away from our swim course and prevent any athletes from swimming off course toward Canada. The swim course will be a triangular pattern similar to previous year's events with athletes starting in waist deep water and heading north-West to the first swim buoy. They will then round the first swim buoy and head directly East to the second swim buoy and then turn due south to the final swim buoy near shore where the Sprint distance athletes will exit the water between two large, inflated markers. The Olympic distance athletes will do the swim course twice for a total distance of 1500 meters. Athletes will cross the sand and proceed up the artificial turf covered chip path to the transition area. There will be a platform erected on the beach where, prior to the start of the race we will have a safety brief, rules coverage by the USAT (USA Triathlon) sanctioning body official referee or a race director, as well as singing of the National Anthem. We will have approximately 10 life guards provided by the City of Rochester Department of Recreation and Youth Services which will be stationed in kayaks throughout the course as well as on the Sheriff's boat at the north end of the course. In addition to the lifeguards, we will have an experienced kayak team to help struggling swimmers with a place to rest or a ride back to shore.

The Bike (see map)

The bike course will be supervised by the Bike Course Director. Athletes will exit the transition area and head west along Lake Shore Blvd. in the normally west bound lane and the north half of the center lane, to Washington Ave. East of Washington, they will make a U-turn, heading east on Lake Shore using the east bound and South half of the center turning lanes. There will be cones in the middle of center lane dividing the west bound bike traffic from the east bound bike traffic. Vehicle traffic is restricted on Lake Shore Blvd. from Washington Ave. to Culver Rd. during the race. Athletes will head east past transition and turn south on Log Cabin Road and head into the park. The two yellow gates inside the park will be unlocked and opened during the race. This includes the gate at the bottom of Log Cabin Road, the gate at the top of Log Cabin Rd. at the playground and the gate at the cul-de-sac. At the cul-de-sac, athletes will go north on Pine Valley Road back down to Lake Shore Blvd, and then west back to transition. This will complete one loop of the course. Sprint athletes will do two laps while Olympic athletes will do four laps of this bike course. An IPD officer will be stationed at the intersection of Lake Shore and St. Paul Blvd. along with a type III barricade to ensure no vehicles enter Lake Shore Blvd. Another MCSO officer will be stationed on Kings Highway north of the golf course entrance to ensure no traffic proceeds onto Lake Shore Blvd. Golf course traffic will be affected minimally during the race, golfers will be able to access the golf course from the south on Kings Highway. The Frank E. Van Lare water treatment plant will be notified well in advance and will be using their Pine Grove Ave. rear entrance to accept deliveries after 7:50 am. The water treatment plant usually notifies customers to delay making deliveries during the race until after the roads open back up at 11:30am. IPD officers will be stationed on both sides of Colebrook Dr. while Volunteers will be placed at all roads that exit onto Lake Shore Blvd to remind drivers that the road is closed and provide directions to anyone who needs a detour. All Lake Shore and Highlands residents will be notified by a flier and or a postal letter, a copy of which is attached. We will be working with the person in charge of Camp Eastman, the Treatment plant and Golf course as in previous years.

The Run (see map)

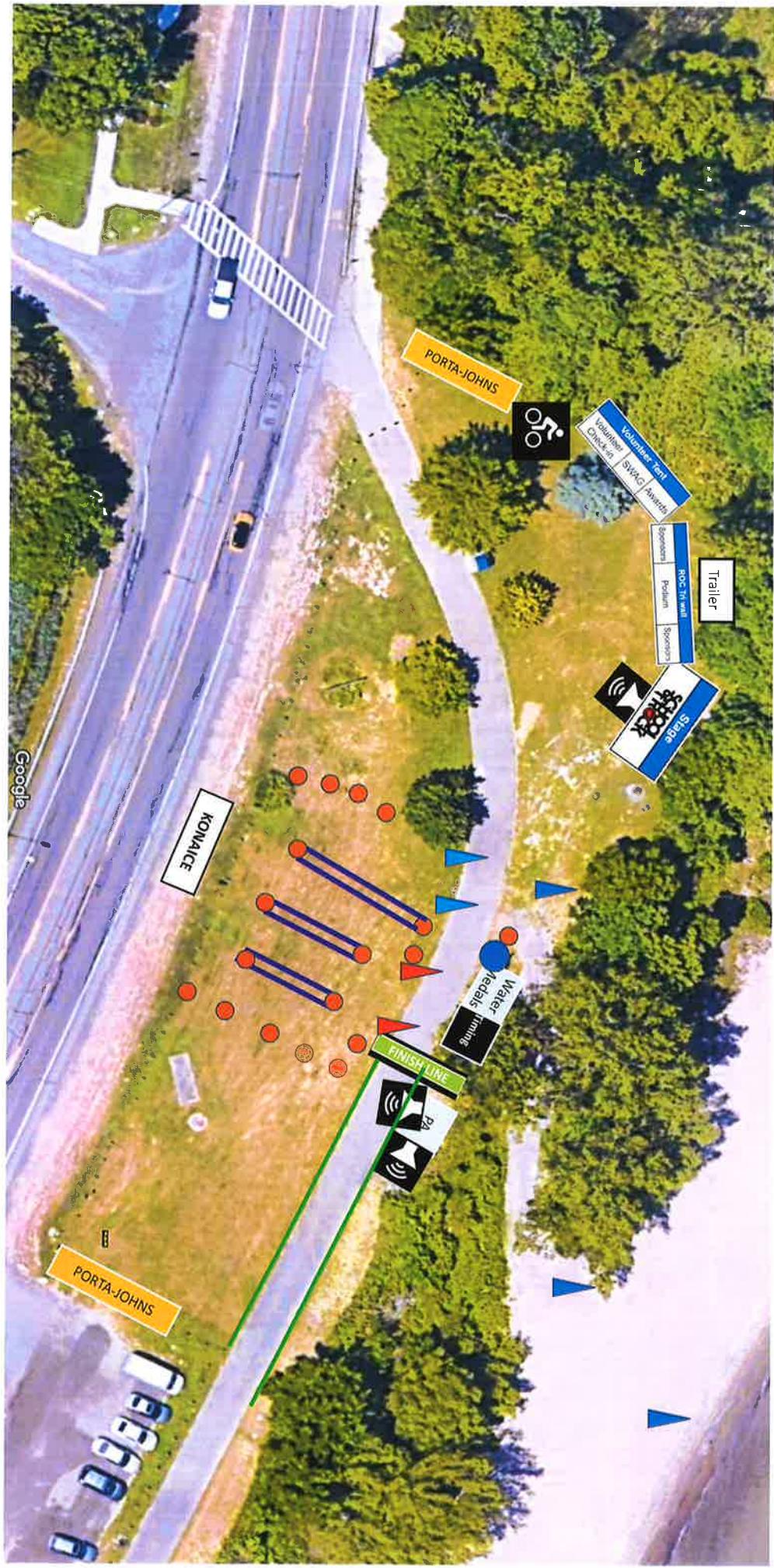
The run course will be supervised by the Run Course Director. Athletes will exit the transition area north onto the paved beach path. They will take the beach path east to just over the board walk bridge where the sprint distance athletes will turn around and head back to the finish line at the transition area. The athletes doing the Olympic distance will continue on the beach path almost to Culver Road where they will exit the path northward onto Havenwood Road where they will turn west and head over to Birch Hills Drive. From there, they will go north to the end of Birch Hills, do a U-turn and go back to Breezeway Drive. From there they run east to Trelawne Drive and north to the dead end, turn around and back to Breezeway Drive. The athletes will head west on Breezeway back to Birch Hills Drive and then east down Havenwood back to the path where they turn west to the finish line. We will have a number of volunteers with orange volunteer shirts and flags to caution vehicle traffic that there are runners on the roads. These runners will be very spaced-out and not cause congestion by this point. We expect everyone off the run course by 12:30 pm. Water stops for the athletes will be provided at USAT-suggested intervals along the run course.

Bert Gallmon

bert@wolfpackmultisport.com

585-737-3650







BIKE COURSE VOLLEI MAP

VOLUNTEER LEGEND

BC = BIKE COORDINATOR

B14 & B15 = MOUNT/DISMOUNT

BIKE COURSE VOLLEI

CRITICAL AREAS

Thomas Ave



INTERMEDIATE RUN COURSE AERIAL

Run Course: 6.2 miles



10K Turnaround 2: (1 volunteer) {@ end of Lake Bluff}

- Equipment: Cone, Turn around sign, Clip Board, Paper for logging bib numbers.

Water Station 3: (3 volunteers)

- Equipment: Table, pool, Ice for pools, trash can with bags.

Either:

- Water Bottles,
- paper cups, jugs of water, coolers, ice for coolers

10K Turnaround 1: (1 volunteer) {in front of Marge's Lakeside}

- Equipment: Cone, Turn around sign, Clip Board, Paper for logging bib numbers.

Traffic direction: (1 volunteers)

- Equipment: Flag, Sign

Locations:

- Emily St.
- Breezeway Drive
- Pine Hill Drive
- Lynn Drive

Traffic direction lower priority

streets:

Locations:

- Brad St.
- Broderick Dr.
- Nixon Dr.
- Rode Dr.

Run course direction @ culver and Lake: (1 volunteers)

- Equipment: Flag

rochester triathlon



rochester triathlon

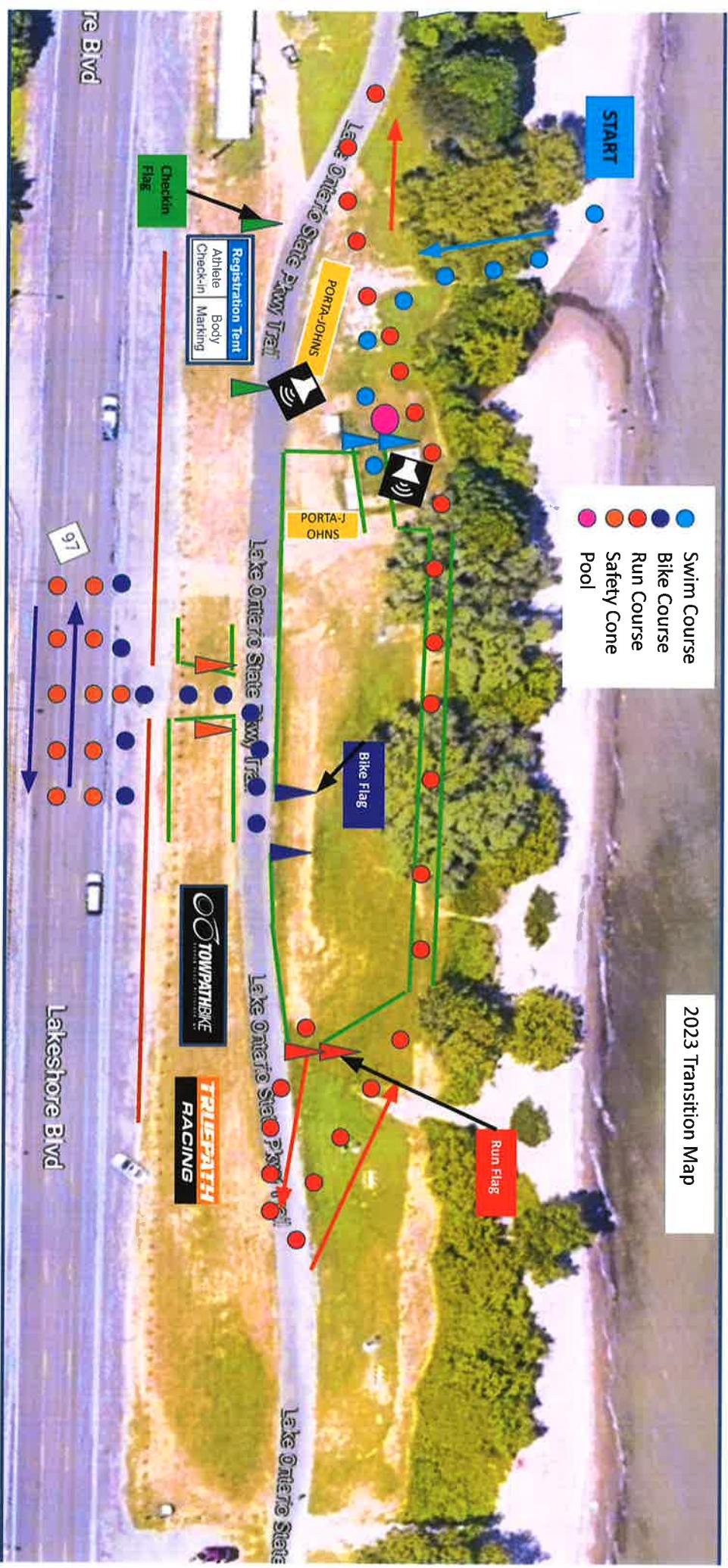


rochester triathlon



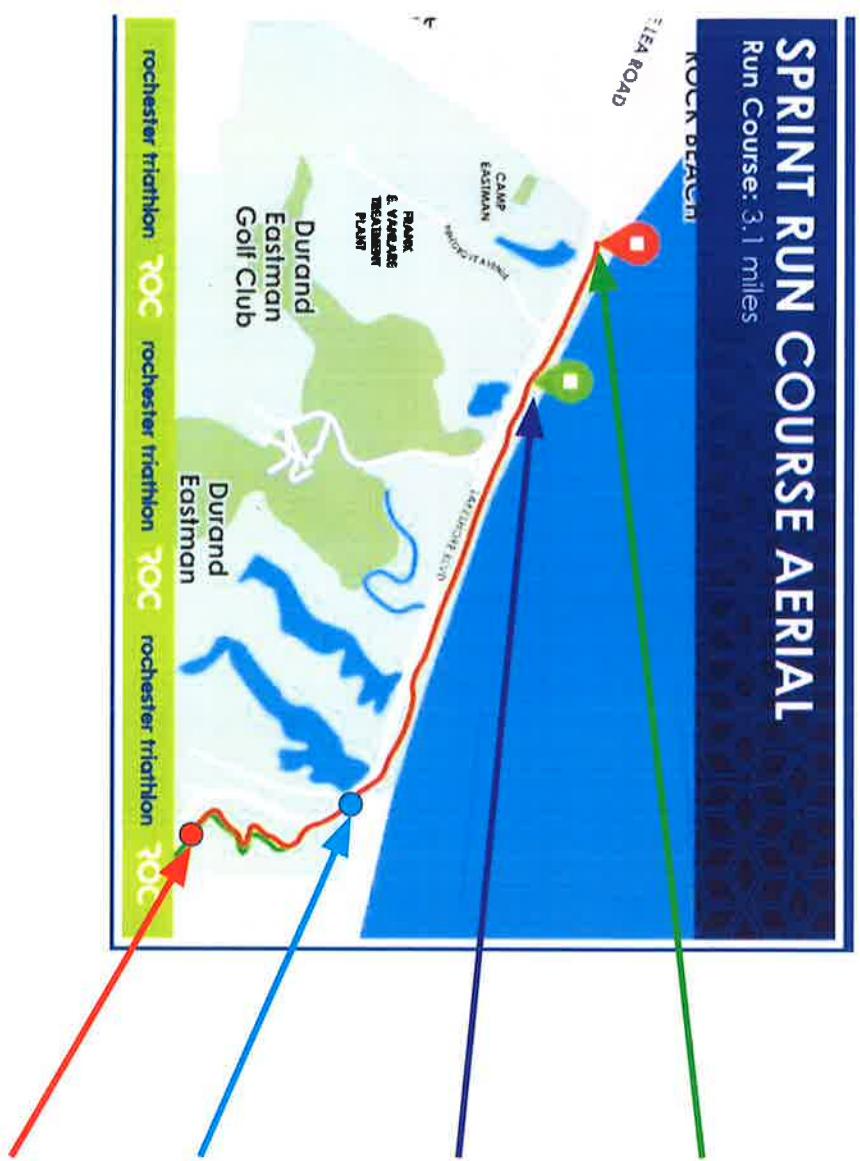
rochester triathlon

2023 Transition Map



SPRINT RUN COURSE AERIAL

Run Course: 3.1 miles



Finish Line: (0 volunteers)

- Equipment: Table, pool, Ice for pools, trash can with bags.

- Either:

- Water Bottles 16oz,
- paper cups, jugs of water, coolers, ice for coolers

Transition Run Entrance: (1 volunteers) Assist swimmers into transition at run swim intersection & runners at end of run

- Equipment: Flag

Transition Run Exit: (1 volunteers) Assist runners onto run course out of transition and around transition at end of run

- Equipment: Flag, Hand counter

Water Station 1: (3 volunteers)

- Equipment: Table, pool, Ice for pools, trash can with bags.

- Either:

- Water Bottles 8oz, Gator Aid
- paper cups, jugs of water, coolers, ice for coolers

5K Turnaround: (2 volunteers)

- Equipment: Turnaround Flag, Clip Board, Paper for logging bib numbers.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/27/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Insurance Office of America, Inc.
1855 West State Road 434
Longwood FL 32750

CONTACT
NAME:
PHONE
(A/C, No. Ext):
E-MAIL:
ADDRESS:

FAX

(A/C, No):

INSURED
USA Triathlon Of Colorado (USAT) and Member Clubs
5825 Delmonico Dr
Colorado Springs CO 80919

License#: 0E67768

USATRIA-01

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: United States Fire Insurance Company	21113
INSURER B: Accredited Surety & Cas Co Inc	26379
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1616063415

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Participant LL			1-TRE-CO-17-01338735-00	1/1/2024	1/1/2025	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (EA occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC						COMBINED SINGLE LIMIT (EA accident)	\$
	<input checked="" type="checkbox"/> OTHER: Club						BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY							
							EACH OCCURRENCE	\$
	UMBRELLA LIAB						AGGREGATE	\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB							\$
	DED <input type="checkbox"/> RETENTION \$							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y/N	N/A				PER STATUTE	OTH- ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Participant Accident			US1929883	1/1/2024	1/1/2025	Accident Medical	25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence Only

Insured: USA Triathlon of Colorado (USAT) member clubs that have completed an application and paid the appropriate premium, for their sponsored and supervised club activities including practices, fundraisers, and administrative meetings, but not including activities that are sanctioned or approved USAT events. Club members are insureds while participating in sponsored and supervised club activities

USAT MEMBER CLUB: Rochester Area Triathletes

CERTIFICATE HOLDER

CANCELLATION

Rochester Area Triathletes
315 Grosvenor Rd
Rochester NY 14610

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE
THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN
ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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TOWN OF IRONDEQUOT

"Where the land and waters meet." Est. 1839

COMMUNICATION AND CONTRIBUTION AGREEMENT

To the fullest extent permitted by law, Commuter agrees, individually, to the **Term of Employment** and as long as Commuter is an employee, to release, discharge, indemnify, defend, and hold harmless the Town of Irondequoit, its officers, agents, employees, successors, assigns, and their respective heirs, executors, administrators, and assigns, including Commuter's heirs, executors, administrators, and assigns, from and against all claims, demands, causes of action, and expenses, including attorney's fees, for personal injury, death, damage, or property damage, or for any other claim, demand, cause of action, or expense, including attorney's fees, arising directly or indirectly from the performance of Commuter's work or from any of the acts of Commuter. To the extent that the provisions of Commuter's employment agreement apply more specifically, it is hereby agreed that Commuter's employment agreement will control in the event of any conflict between the two documents.

Commuter and Commuter's officers, agents, and employees will satisfy their, their and their employees' obligations under the Federal Fair Labor Standards Act, the New York Labor Law, and all applicable provisions of state and local law and regulations as necessary to protect employees and workers in accordance with other provisions. In the event that actual and salary amounts are applied, Commuter agrees that it will honor or prorate such additional salary amounts at its sole expense. To the fullest extent permitted by law, Commuter will hold harmless, indemnify and defend **Term of Employment** under all claims, claims, losses or expenses, including but not limited to attorney's fees, resulting from the advancement of these legal and related expenses of the officers, employees, subcontractors, suppliers, and contractors.

7-31-24
Date

Rochester Area Triathletes

Carrie Stahl, Executive Director

Albert Gallien/RD
Print Name and Title

Latasha Elder

From: Susan Lamanna <susanlam@paris-kirwan.com>
Sent: Monday, July 8, 2024 1:42 PM
To: Latasha Elder
Subject: RE: Rochester Triathlon Insurance updated

Hi Latasha,

All looks good with the exception of the hold harmless agreement; do you have that? It's not an insurance requirement; however, I believe it's a requirement of the permit process..

*Susan Lamanna
Commercial Account Representative
Paris-Kirwan Associates Inc.
255 East Ave, Suite 300
Rochester, NY 14604
585-461-6436 phone
585-340-1714 fax
susanlam@paris-kirwan.com*

Please note my office hours are 7:30-4:00 M-Thurs and 7:30- 2:45 on Fridays.

From: Latasha Elder <lelder@irondequoit.gov>
Sent: Monday, July 1, 2024 12:28 PM
To: Susan Lamanna <susanlam@paris-kirwan.com>
Subject: Rochester Triathlon Insurance updated

Latasha Elder

Town Clerk
Town of Irondequoit
1280 Titus Ave
Rochester, NY 14617
585 467 8840

From: Town Clerk <clerk@irondequoit.gov>
Sent: Monday, July 1, 2024 8:26 AM
To: Latasha Elder <lelder@irondequoit.gov>
Subject: FW: Rochester Triathlon Insurance updated