



a town for a lifetime
IRONDEQUOIT *New York*

WORKSHOP MEETING

November 12, 2024

4:00 PM

AGENDA

11/12/24 1:20pm

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATION:

DEPARTMENT HEAD UPDATES

REVIEW OF AGENDA ITEMS FOR THE NOVEMBER 19, 2024, RTB MEETING

ITEM(S) FOR BOARD ACTION:

11WS2024-1 Resolution Authorizing the Supervisor to enter into a Memorandum of Understanding with But Wait, There's More LLC for the 2025 Hoochenanny Festival

11WS2024-2 Resolution Authorizing the Allocation of American Rescue Plan Act Funding

Upcoming Meetings:

Special meeting to adopt budget Monday November 18, 2024 @ 4:00pm

Next Town Board Meeting Tuesday, November 19, 2024 @ 7:00pm

**EXTRACT OF THE MINUTES OF A WORKSHOP MEETING OF THE TOWN BOARD
ADOPTING A RESOLUTION AUTHORIZING THE SUPERVISOR TO ENTER INTO
A MEMORANDUM OF UNDERSTANDING WITH BUT WAIT, THERE’S MORE LLC
FOR THE 2025 HOOCHENANNY FESTIVAL**

At a special 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 12th day of November, 2024, at 7:30 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

Brown Hutchinson LLP	Attorney for the Town
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Town Board Member _____ offered the following resolution and moved its adoption:

WHEREAS, the annual Hoochenanny Festival serves as a vibrant celebration of culture, community, and artistic expression; and;

WHEREAS, the recent Hoochenanny Festival was a tremendous success, drawing thousands of attendees from local communities, and fostering a vibrant sense of community and celebration of the arts; and

WHEREAS, the festival provides a platform for local artists and musicians to showcase their talents, enhancing the cultural landscape of our Town; and

WHEREAS, the Town Board recognizes the importance of promoting unity and diversity through music and cultural events; and

WHEREAS, the Town would like to partner with But Wait, There’s More LLC to host the Hoochenanny Festival Event on August 8 – 10, 2025, at Camp Eastman, featuring live music and performances, cuisine, maker’s market, and other events; and

WHEREAS, the Town wishes to designate But Wait, There’s More LLC as its partner to host future Hoochenanny Festival events at Camp Eastman. A copy of the Memorandum of Understanding between the Town and But Wait, There’s More LLC is attached as **Attachment A**.

NOW, THEREFORE BE IT RESOLVED, that the Town Board approves the Memorandum of Understanding with But Wait, There's More LLC as reflected in **Attachment A**.

AND BE IT FURTHER RESOLVED, that the Town Board authorizes the Supervisor to execute the MOU found at Attachment A.

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

From: Diana Marsh <dmarsh@irondequoit.gov>

Sent: Wednesday, October 23, 2024 4:00:35 PM

To: Andraé Evans <aevans@irondequoit.gov>; Peter Wehner <pwehner@irondequoit.gov>; John Perticone <jperticone@irondequoit.gov>; Grant Malone <gmalone@irondequoit.gov>; Ann Cunningham <acunningham@irondequoit.gov>; Andrew Brown <abrown@brownhutchinson.com>

Cc: Shannon Grieve <sgrieve@irondequoit.gov>; Erin Magee <emagee@irondequoit.gov>; Caitlyn Bailey <cbailey@irondequoit.gov>; Scott Peters <speters@irondequoit.gov>; Bill Lang <blang@irondequoit.gov>; Jeffrey David <jdavid@irondequoit.gov>; Thomas Albert <talbert@irondequoit.gov>

Subject: Music Festival Analysis

Good afternoon Board Members,

We have reviewed the potential costs and revenues associated with allowing the Hoochenanny Music Festival to take place at Camp Eastman on August 7-10, 2025.

Based on the proposed MOU, revenues to be received by the Town include:

- festival organizer will pay for exclusive use of Camp Eastman \$2,500.00 4 day period
 - Parking proceeds _____ \$40,000.00 Estim
e of 4,000 cars parked during festival at \$10.00 per car
- TOTAL ESTIMATED REVENUE \$42,500.00**

Again, based on the proposed MOU, the Town is responsible for the following:

- Signage and public notifications regarding Camp Eastman closure \$0.00 No fee associated, this will be done on social media
- Provide dumpster services \$0.00 No fee associated as we currently have a dumpster at Camp Eastman
- Laborers to ensure daily garbage collection & clean up \$1,783.32 This fee is based on providing 2 laborers for during the festival and for one hour prior and following each day
- Police to staff a minimum of two officers at the event \$9,286.20 Chief Peters recommends 4 officers (3 officers, 1 Lt.) for the expected crowd
- Parking attendants \$6,625.00 Director
Grieve has received an estimate for this cost
- Ambulance Service Contract \$300.00 This is based on the cost for the July 4 celebration
- Electricity (additional potential use) \$300.00 Equipment needed for festival
- Water (additional potential use) \$50.00 Restroom usage
- Assist with marketing/miscellaneous fees \$700.00 Staff & supplies

• Cabin rental	\$2,770.00	Cabin
rental loss due to festival usage		
TOTAL ESTIMATED EXPENSE	\$21,814.52	

Based on these estimates, the Town will net \$20,685.48 in revenue from the festival.

Other considerations may include:

- Requesting proof of insurance from organizer
- Clarification of who is responsible for property damage
- Promotes tourism to Irondequoit
- Promotes arts & culture

Please review the information. I am also attaching a copy of the proposed MOU for your review. If you have any questions or revisions, please respond to this email.

In order to meet time tables and secure acts, it may be necessary to hold a special town board meeting to approve a final MOU after your review.

I will be out of the office beginning Friday, October 25 and returning on Monday, November 4. If there are questions regarding this issue during my absence, please contact Shannon as she is the driving force in bringing this event to Irondequoit.

Thank you,
Diana

Diana Marsh
Comptroller
Town of Irondequoit
1280 Titus Avenue
Rochester, NY 14617
(585) 336-6010



**MEMORANDUM OF UNDERSTANDING
BUT WAIT, THERE’S MORE LLC FOR ANNUAL HOOCHENANNY WHISKEY
FESTIVAL**

THIS MEMORANDUM OF UNDERSTANDING is made as of this _____ day of October 2024, by and between the TOWN OF IRONDEQUOIT (“Town”), a municipal corporation with offices at 1280 Titus Avenue, Rochester, New York 14617, and But Wait, There’s More! LLC with offices at 80 Sovran Drive, Webster, New York 14580. The Town and But Wait, There’s More! LLC are referred to herein each as a “Party” and together as the “Parties.”

This Memorandum of Understanding requires annual renewal prior to any preparatory activities for the event contemplated herein, including without limitation, selecting a date, reserving Town equipment or buildings, and announcing it to the public. Each year, the Parties will review and revise as may be necessary this Memorandum of Understanding.

WITNESSETH:

WHEREAS, Hoochenanny is an event organized by But Wait, There’s More! LLC to cultivate the uncommon— a celebration in music, spirits, culture, and community; and

WHEREAS, in 2023 But Wait, There’s More! LLC held a successful Hoochenanny Festival in Geneseo; and

WHEREAS, the prior Hoochenanny Festival drew thousands of attendees from neighboring communities, fostering a vibrant sense of community and celebration of the arts; and

WHEREAS, the Town wishes to designate But Wait, There’s More! LLC as its partner to host the 2025 Hoochenanny Festival at Camp Eastman; and

WHEREAS, the Town would like to partner with But Wait, There’s More! LLC to host the Hoochenanny Festival on August 8 – 10, 2025, at Camp Eastman, featuring live music, cuisine, a local maker’s market, and other events;

NOW THEREFORE BE IT UNDERSTOOD between the Parties as follows:

Town Responsibilities

1. The Town designates But Wait, There's More! LLC as its community partner to co-host the 2025 Hoochenanny Whiskey Festival at Camp Eastman.
2. The Town will provide But Wait, There's More! LLC with access to Camp Eastman for set – up beginning on July 25, 2025 with the understanding that they may not disrupt any existing programs or rentals. They will have exclusive use of the Camp Eastman cabins, fields, and parking lots from August 7 – 10, 2025.
3. The Town will provide signage and public notifications regarding the closure of facilities and areas of Camp Eastman to the general public during the 2025 Hoochenanny Festival.
4. The Town will recognize the 2025 Hoochenanny Festival on the Town's annual special events calendar, subject to Town Board approval, as is required for all special events.
5. The Town will provide dumpsters for waste management during the 2025 Hoochenanny Festival and provide laborers to ensure daily garbage collection and clean-up services.
6. The Irondequoit Police Department will staff a minimum of two officers at Camp Eastman to provide security during the 2025 Hoochenanny Festival Event.
7. The Town will be responsible for providing parking access and control services, managing payment collection, and will retain 100% of the proceeds from parking during the 2025 Hoochenanny Festival.
8. The Town will provide parking attendants at Camp Eastman during the 2025 Hoochenanny Festival and retain 100% of the revenue from parking.
9. The Town will contract ambulance services for the 2025 Hoochenanny Festival.
10. The Town will provide But Wait, There's More! LLC with access to the electric and water facilities available at Camp Eastman during the 2025 Hoochenanny Festival. To the extent that But Wait, There's More! LLC has greater need for electricity and/or water than is normally available at Camp Eastman, But Wait, There's More! LLC is solely responsible for providing the additional electricity and/or water, including, but not limited to, spider boxes, power cords, and generators.
11. The Town will provide access to bathrooms on the Camp Eastman Campus for the 2025 Hoochenanny Festival; at its election, But Wait, There's More! LLC may also provide portable bathrooms for the event.
12. The Town will assist with marketing and promotion of the 2025 Hoochenanny Festival in collaboration with But Wait, There's More! LLC.
13. The Town may terminate this Memorandum of Understanding for any reason, with or without cause, upon providing 30 days' written notice to But Wait, There's More! LLC.

But Wait, There's More! LLC Responsibilities:

1. But Wait, There's More! LLC will organize and plan the 2025 Hoochenanny Festival. The event will be considered a collaborative effort between the Town and But Wait, There's More! LLC, notwithstanding the inclusion of the event on the Town's Special Events calendar.
2. Each year, But Wait, There's More! LLC, if it elects to hold the festival within the Town, must elect the weekend of the Annual Hoochenanny Festival and reserve any Town property and facilities for the event, by no earlier than one year in advance. But Wait, There's More! LLC will be responsible for paying the Town a fee of \$2500 for use of facilities. Nothing in this MOU requires But Wait, There's More! LLC to hold the Hoochenanny Festival in the Town annually and But Wait, There's More! LLC reserves the right to hold the festival elsewhere, or not at all without any obligation to the Town. For avoidance of doubt, by virtue of this agreement, the Town does not acquire any right, title or interest of any kind in and to But Wait, There's More! LLC, or any property thereof, including, without limitation, any intellectual property of But Wait, There's More! LLC and rights to revenues and profits not expressly reserved to the Town herein.
3. If on site restrooms are not adequate, But Wait, There's More! LLC will be responsible for providing portable restrooms.
4. In addition to any other marketing and promotion it chooses to undertake, But Wait, There's More! LLC will collaborate on marketing and promotion for the 2025 Hoochenanny Festival with the Town.
5. But Wait, There's More! LLC will be responsible for selecting and paying all performers, caterers, and other vendors at its sole cost and expense, and under no circumstance shall the Town incur any obligation for the selection or payment of performers, caterers, and other vendors. But Wait, There's More! LLC shall submit the names of all performers to the Town for approval and the Town reserves the right to reject any performers scheduled for the 2025 Hoochenanny Festival for any or no reason. Notwithstanding the foregoing, the Town Understands that But Wait, There's More! LLC will contract with such performers, and may incur costs if required to cancel a contract. Therefore once the Town approves a performer, it shall not be permitted to reject such performer or other vendor except for good cause with the mutual agreement of But Wait, There's More! LLC.
6. But Wait, There's More! LLC is responsible for all sponsorships, admission sales, and vendor sales for the 2025 Hoochenanny Festival and will retain 100% of the revenue from such activities.
7. But Wait, There's More! LLC must apply for and obtain all applicable licenses, permits, and the like from the Town and City of Rochester for the 2025 Hoochenanny Festival and satisfy all conditions for such licenses, permits, and the like, including but not limited to obtaining full and complete insurance coverage for the event, its participants, vendors, and visitors.
8. But Wait, There's More! LLC will be responsible for all set-up and take-down functions for the 2025 Hoochenanny Festival. Set-up must be completed prior to the commencement of the first day of the festival. Following the festival, But Wait, There's More! LLC will restore all Town property and facilities used for the event to their prior condition.
9. But Wait, There's More! LLC will list The Town of Irondequoit as the Presenting Sponsor of

the 2025 Hoochenanny Festival in all marketing, promotional materials, and event signage.

10. But Wait, There's More! LLC will indemnify the Town and hold the Town harmless all claims, lawsuits, and the like arising from or related to the 2025 Hoochenanny Festival, including reimbursing the Town for any attorneys' fees and costs incurred in defense of any such claim, lawsuit, or the like.
11. But Wait, There's More! LLC may terminate this Memorandum of Understanding for any reason, with or without cause, upon providing 30 days' written notice to the Town.

[Signature Page to Follow]

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

TOWN OF IRONDEQUOIT

BUT WAIT, THERE'S MORE! LLC

BY: _____
NAME: Andraé Evans
TITLE: Supervisor

BY: _____
NAME: Sean McCarthy
TITLE: Managing Member

**EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD ADOPTING
A RESOLUTION ALLOCATING AMERICAN RESCUE PLAN ACT FUNDING**

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 12th day of November 2024 at 4:00 P.M. local time; there were:

PRESENT:

Andraé Evans
Ann Cunningham
Grant Malone
John Perticone
Peter Wehner

Town Supervisor
Town Board Member
Town Board Member
Town Board Member
Town Board Member

Brown Hutchinson LLP

Attorney for the Town

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

WHEREAS, on March 11, 2021, the American Rescue Plan Act (ARPA) was signed into law by the President to provide support to State, local and Tribal governments in responding to the impact of COVID-19 and in their efforts to contain COVID-19 in their communities, residents and businesses; and

WHEREAS, the Town of Irondequoit has been allocated approximately \$22.45 million as part of the American Rescue Plan Act; and

WHEREAS, since the onset of the COVID-19 pandemic non-profit organizations in the Town have experienced decreased funding, revenue, or both; and

WHEREAS, the Town wishes to utilize ARPA funding to make a grant to Uplift Irondequoit in an amount not to exceed \$100,000 to help with the negative economic impact of COVID-19; and

WHEREAS, the Town's consultant with respect to ARPA matters, the Bonadio Group, approves of such use of ARPA funding.

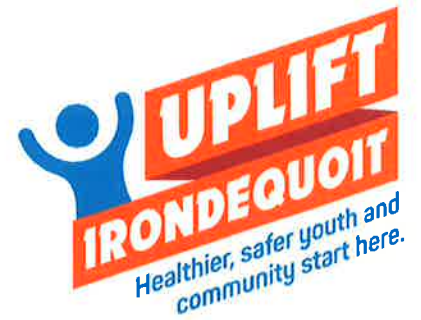
NOW, THEREFORE BE IT RESOLVED, that the Town Board authorizes the use of ARPA funds in the amount of \$100,000 to Uplift Irondequoit.

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	_____



November 6, 2024

Andrae Evans
Town of Irondequoit
1280 Titus Avenue
Rochester, New York 14617

Dear Supervisor Evans,

Please consider this letter an application for ARPA funding as administered by the Town of Irondequoit. Uplift Irondequoit, as a youth focused non-profit organization, has experienced the effects of the COVID-19 pandemic in both the reduced resources available as well as the increased needs for preventative services amongst youth.

As a requirement of our primary funding stream, the Drug Free Communities grant, we must generate \$125,000 in matching funds per year. Limitations arising from the pandemic relating to volunteers, youth involvement, and diminished private funding opportunities made meeting this requirement difficult.

More pressing still, are the increased needs of the young people we serve. Students report that mental health challenges, disconnection, and the desire to fit in are key reasons that they or their peers initiate or continue to use substances. We know that these risk factors were amplified by the isolation and stresses of the COVID-19 pandemic. Disconnection in particular has had a long-lasting effect.

Youth engagement after the pandemic began as a crawl and is just in the last year beginning to multiply. ARPA funding would allow Uplift Irondequoit to enhance this effort to bring youth into a positive, pro-social environment where they can contribute to the health of their community and feel the community's investment in return. Alternative and pro-social activities are an evidence-based strategy for prevention, the premise of which is that youth who are occupied in a meaningful, enriching activity have much lower risk factors for substance use and poor mental health outcomes. Funding is essential to this effort as key components of success include space, staff coordination, and the ability to support youth driven initiatives, which often fall outside the scope of our traditional grant funding.

Please do not hesitate to reach out to ask questions and receive further clarification about our request or proposed work. Thank you in advance for your consideration.

Sincerely,

Melissa Safford
Program Director
Uplift Irondequoit

644 Titus Avenue
Rochester, New York 14617

585 / 376-0558

upliftirondequoit.org