



a town for a lifetime **IRONDEQUOIT** *New York*

REGULAR TOWN BOARD MEETING

December 17, 2024

7:00 PM

AGENDA

12/16/2024 12:17 PM

PLEDGE OF ALLEGIANCE

ROLL CALL

SUPERVISOR'S REMARKS & ANOUNCEMENTS

PUBLIC INPUT

FINANCIAL REPORT

APPROVAL OF MINUTES

November 07, 2024 Special/Public Hearing Board Meeting

November 12, 2024 Workshop Town Board Meeting

November 18, 2024 Special Town Board Meeting

November 19, 2024 Regular Town Board

ITEM(S) FOR BOARD ACTION:

Appointments

- 12A2024-1 Resolution** Authorizing the Provisional Appointment of an Office Account Clerk
- 12A2024-2 Resolution** Authorizing the Permanent Appointment of a Police Sergeant
- 12A2024-3 Resolution** Authorizing the Appointment of a Senor Motor Equipment Operator
- 12A2024-4 Resolution** Authorizing the Appointment of a Motor Equipment Operator
- 12A2024-5 Resolution** Authorizing the Appointment of a Motor Equipment Operator

12A2024-6 Resolution Authorizing the Appointment of Ethics Board Members

12A2024-7 Resolution Authorizing the Appointment of a Town Historian

Community Development

12A2024-8 Resolution Reappointing a Planning Board Member

12A2024-9 Resolution Filling a Conservation Board Vacancy

12A2024-10 Resolution Filling a Conservation Board Vacancy

12A2024-11 Resolution Authorizing the Appointment of a Zoning Board of Appeals Member

12A2024-12 Resolution Authorizing the Reappointment of a Zoning Board of Appeals Chairman

12A2024-13 Resolution Authorizing the Appointment of Deer Management Program Board Members

Comptroller:

12A2024-14 Resolution Authorizing the Use of Fund Balance and the Purchase of 177 Kings Highway

12A2024-15 Resolution Allocating American Rescue Plan Act Funding for Backyard Playground Area

12A2024-16 Resolution Allocating American Rescue Plan Act Funding for Additional Front Step Grant Funding

12A2024-17 Resolution Allocating American Rescue Plan Act Funding for Software to be Used by the Department of Development Services

12A2024-18 Resolution Allocating American Rescue Plan Act Funding for Town Hall Broderick Room Updates

12A2024-19 Resolution Allocating American Rescue Plan Act Funding for Town Hall Directory Sign Upgrades

12A2024-20 Resolution Allocating American Rescue Plan Act Funding for Farmers Market Signage

12A2024-21 Resolution Allocating American Rescue Plan Act Funding for Upgrades to Passport Services

12A2024-22 Resolution Allocating American Rescue Plan Act Funding for Youth Summer Reading Program

12A2024-23 Resolution Allocating American Rescue Plan Act Funding for Childcare Services

12A2024-24 Resolution Authorizing the Use of Fund Balance for Independent Review

IT:

- 12A2024-25 Resolution** Authorizing the Supervisor to Enter into a Contract to Lease Multifunction Printers from United Business Systems
- 12A2024-26 Resolution** Declaring Certain Equipment Surplus Property
- 12A2024-27 Resolution** Authorizing the Grant Application for the Local Government Records Management Improvement Fund Grant
- 12A2024-28 Resolution** Authorizing the Appointment of a Records Management Officer Pursuant to the Requirements of the Grant Application for the Local Government Records Management Improvement Fund

Police:

- 12A2024-29 Resolution** Authorizing the Acceptance of a Monetary Gift from Donna Depeters to the Irondequoit Police Department
- 12A2024-30 Resolution** Authorizing the Supervisor to Enter into Contracts and Accepting Funding for DWI Programs
- 12A2024-31 Resolution** Authorizing Attendance to the Glock Professional Training Course in Camillus, New York

Public Works

- 12A2024-32 Resolution** Awarding a Bid for Refuse Services for Town of Irondequoit Facilities
- 12A2024-33 Resolution** Authorizing the Supervisor to Sign Calculation Worksheet for New York State Snow and Ice 2024-2025 Season
- 12A2024-34 Resolution** Authorizing the Supervisor to Execute an Agreement for Monroe County All Seasons Work in Monroe County Rights of Way
- 12A2024-35 Resolution** Authorizing the Supervisor to Execute Agreement for Monroe County Snow and Ice Control Services for 2024/2025 Season

Recreation:

- 12A2024-36 Resolution** Authorizing the Supervisor to Enter into Various Contracts with Vendors for Youth, Family, Adult, Group Exercise and Senior Recreational Programming for 2025

Town Clerk:

- 12A2024-37 Resolution** Approving the 2025 Organizational, Workshop and Regular Town Board Meeting Dates

Upcoming Meeting Dates

WORKSHOP MEETING	January 13, 2025	@ 4PM
REGULAR TOWN BOARD MEETING	January 21, 2025	@ 7PM

The Special 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 7th day of November 2024 at 7:35PM, 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
	Attorney for the Town	Brown Hutchinson LLP

Others in attendance included Comptroller Diana Marsh, Commissioner of Public Works Erin Magee, Director of Recreation Shannon Grieve, Public Works Foreman Thomas Albert, Director of Community Services Bill Lang and Town Clerk Latasha Elder.

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

PUBLIC HEARING:

7:35PM

11PH2024-1 ON THE MATTER OF ADOPTING THE 2025 BUDGET

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

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

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

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

Upcoming Meeting Schedule:

Town Board Workshop Meeting Tuesday, November 12, 2024 @ 4:00 p.m.

Special Town Board Meeting Monday, November 18, 2024 @ 4:00 p.m.

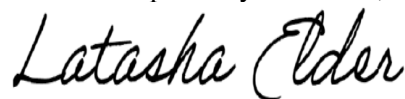
Regular Town Board Meeting Tuesday, November 19, 2024 @ 7:00 p.m.

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Perticone**, the Public Hearing Special Town Board Meeting was adjourned at 7:38 p.m.

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

Respectfully submitted,



Latasha Elder, Town Clerk

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 12th day of November 2024 at 4:00 P.M., there were:

PRESENT:	Supervisor	Andraé Evans
	Town Board Member	Ann Cunningham
	Town Board Member	John Perticone
	Town Board Member	Peter Wehner
	Attorney for the Town	Brown Hutchinson LLP
ABSENT:	Town Board Member	Grant Malone

Others in attendance included Captain Jessica Franco, Planning and Zoning Coordinator Michelle Nichols, Comptroller Diana Marsh, Director of Community Development Bill Lang, Director of Recreation Shannon Grieve, Commissioner of Public Works Erin Magee, Assessor Anthony Costanza, Director of IT Kevin LaBarr and Town Clerk Latasha Elder.

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

SUPERVISOR'S REMARKS: The Supervisor stated that the Veteran Day Celebration was a great event. Also spoke about other events happening around the Town.

PRESENTATION: Proposal by Polska Chata wishing to possibly partner with the Town for the Polish Heritage Celebration of Dingus Day to be held on 4/26/2025 in Irondequoit.

DEPARTMENT HEAD UPDATES:

Assessor Anthony Constanza: senior exemption packages have been sent out. The department is helping residents with new forms that will be due March 1st. New mailers must have a reminder regarding veterans and disability exemptions. There are 5 small claims hearing reviews left. Continuing to do site visit for residents.

Director of IT Kevin LaBarr: Focused on service providers. Finished migration of fire panels off Frontiers Network. The Recreation Department has been migrated off of Spectrum to Greenlight.

Commissioner of Public Works Erin Magee: Brush pick up wrapped up in November. Ready for snow and ice season. Leaf drop off will continue for the Month of November. Leaves can be dropped off on Saturdays and Sundays from 9am to 1pm. The Backyard project is wrapped for the rest of the year. The restroom at Camp Eastman is coming along.

Director of Community Development Bill Lang: Employees attended a training session on Floodplain mapping. Hosted the Great Lakes Symposium along with DPW. Continuing to work on Short Term Rentals. Survey results are available on the Town's Website and other social

media platforms. This is the third month in a row for public input on the matter of STRs. Thanked Mary Werner for 20 years of service to the Town of Irondequoit.

Director of Recreation Shannon Grieve: Thanked everyone that supported the annual trunk-a-treat event. Winter Market will take place every Thursday from 4pm to 7pm in the market shed. Several staff members will be participating in Genesee Valley training on 11/15/2024. Holiday and Market event will be held on 12/01/2024 from 4pm-7pm. Tree Lighting will take place at 6:30pm at the Gazebo. Winter/Spring Activities guide will be available by the end of December.

IPD Captain Jessica Franco: Successful deployment of the new body worn cameras. Positive feedback from officers. Finishing up the Annual Fall in service training. The 2nd Annual Cops for the Community Cupboard donation event will be held on Saturday November 23rd, 2024 from 5pm to 7pm. The Annual Shop with a Cop program will be held on December 7th from 11am - 2:30pm at Target.

Town Clerk Latasha Elder: Wrapped up School Tax season and getting ready for Town and County Tax season in January. The office is currently seeking a Clerk IV. Robust hunting season and continuing to issue doe tags.

Comptroller Diana Marsh: Working to complete the budget. Working Debt Issuance that will be issued on December 11, 2024.

Attorney Andrew Brown: continues to advise departments. Litigation between Freeman and Fitzpatrick has been resolved. There will be a charitable donation to the Irondequoit Community Cupboard.

Financial Report: The 2024 financial results for the Town as of October 31: total expenditures and encumbrances are \$35,225k or 78.2% of budget lower than the 83.3% of the year that has elapsed. That variance is comprised of \$33,757k of actual expenditures along with \$1,468k of encumbrances. The encumbrances are reasonable at 3.3% of budget as departments continue to utilize open encumbrances for commodities, supplies, and services for the year.

Expenses in the General Fund are 79.7% of budget \$23,515k-below the percent of the year that has elapsed. The breakdown is: actual expenditures \$22,723k and an additional \$791k of encumbrances.

The Highway Fund expenses of \$4,886k are lower than the percentage of the year that has elapsed at 78.5%. Street resurfacing and paving are primary contributors of this variance. Actual expenditures of \$4,566k represent 73.4% of spending while encumbrances of \$320k (5.1%) remain for fuel and asphalt in Highway 1; vehicle maintenance and equipment parts in Highway 3; and salt in Highway 4.

The Library expenses are \$2,227k-below budget at 78.0%. As indicated in prior reports this total includes Debt Service for the Library Bond.

The Sewer Fund has expended \$3,043k-74.2% of budget. Stormwater Drainage expense total \$478k-50.9% of budget.

As of October 31, the General Fund has recorded \$21,286k of revenue equating to 80.0% of the budget. The major General Fund revenues received to-date include: Real Estate tax-\$12,790 (100%), PILOT revenue is all in at \$298k (128%). Sales Tax of \$2,744k represents 5 months of revenue-41.0% of the budget and Aid & Incentives to Municipalities (AIM) at \$613k. In October, the Town received Franchise Cable TV revenue of \$272k (42.2%). Recreation Program fees equate to 96.1% in the amount of \$647k. Cemetery Revenues of \$144k (87.0%) of budget have been recorded.

The total Town Summary after 10 months: Total revenue for the Town is \$35,364k or 84.9% of budget. Real Estate taxes total \$19,279k across funds. The Library has received 100.0% of revenue-a sum of \$2,836k. Highway has recorded \$5,196k-86.0% of revenue; and Sewer has collected 102.0% of budget-a total of \$3,921k; Storm Water Drainage has verified 102.7% of revenue at \$965k.

This concludes the financial report as of the end of October 2024.

REVIEW OF AGENDA ITEMS FOR THE OCTOBER 15, 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:

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

On a motion made by Councilmember **Cunningham**, seconded by Councilmember **Wehner**, a resolution was adopted authorizing the Provisional Appointment of Heidi Boehl as Assistant Fire Marshal in the Irondequoit Community Development Department.

UPON VOTING

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

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

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Perticone**, a resolution was adopted authorizing the allocation of American Rescue Plan Act Funding of \$100,000 to Uplift Irondequoit.

UPON VOTING

WORKSHOP MEETING

NOVEMBER 12, 2024

152

Town Board Member	Perticone	voting	Aye
Town Board Member	Wehner	voting	Aye
Town Board Member	Malone	voting	Absent
Town Board Member	Cunningham	voting	Abstain/Nay
Town Supervisor	Evans	voting	Aye

Special Town Board Meeting on Monday, November 18th, 2024 @ 4:00 p.m. in the Broderick Room at the Town Hall.

Regular Town Board Meeting on Tuesday, November 19th, 2024 @ 7:00 p.m. in the Broderick Room at the Town Hall.

On a motion made by Councilmember **Perticone**, seconded by Councilmember **Wehner**, the Workshop Meeting was adjourned at 5:03 p.m.

UPON VOTING

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

Respectfully submitted,



Latasha Elder, Town Clerk

The Special 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 18th day of November 2024 at 4:00 PM, 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
	Attorney for the Town	Brown Hutchinson LLP

Others in attendance included Comptroller Diana Marsh, Court Clerk Sally Nash, Deputy Court Clerk Kim Kimble Director of Community Services Bill Lang and Town Clerk Latasha Elder.

Supervisor Evans called the meeting to order, Pledge was said, and Town Clerk Elder called Roll.

ITEM FOR BOARD ACTION:

11STB2024-1 Resolution Authorizing the Adoption of the Annual Budget for the Year 2025

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Cunningham**, a resolution was adopted **authorizing the adoption of the annual Budget for the year 2025**.

UPON VOTING
Resolution Number 2024-249

MOTION WAS UNANIMOUSLY APPROVED

Upcoming Meeting Schedule:

Regular Town Board Meeting	November 19, 2024	@ 7:00PM
Workshop Meeting	December 9, 2024	@ 4:00PM

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Malone**, the Special Town Board Meeting was adjourned at 4:04 p.m.

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

Respectfully submitted,



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 **19th day of November 2024**, at 7:00 P.M., local time, there were:

<u>PRESENT:</u>	Town Supervisor	Andraé Evans
	Town Board Member	Ann Cunningham
	Town Board Member	Grant Malone
	Town Board Member	John Perticone
	Town Board Member	Peter Wehner
	Attorney for the Town	Brown Hutchinson LLP

Others in attendance included Chief Scott Peters, Comptroller Diana Marsh, Commissioner of Public Works Erin Magee, Director of Development Services Bill Lang, Director of Recreation Shannon Grieve, Planning and Zoning Coordinator Michelle Nichols, Director of Human Resources Jason Vinette, IT Director Kevin LaBarr, Assessor Anthony Costanza, Chief of Staff Kim Miranda and Town Clerk Latasha Elder.

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

SUPERVISOR'S REMARKS AND ANNOUNCEMENTS: Introduced his new Chief of Staff Kimberly Miranda. Stated the 2025 Budget was adopted. Informed the Town of who would be available in his absence.

PUBLIC INPUT:

Richard Barone, 154 Allwood Dr., voiced his concerns regarding Short-Term Rentals. Asking the Board to do a SEQRA.

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

FINANCIAL REPORT:

Comptroller Diana Marsh gave the Financial Report as of October 31, 2024. The 2024 financial results as of October 31th: total expenditures and encumbrances are \$35,225k or 78.2% of budget lower than the 83.3% of the year that has elapsed. That variance is comprised of \$33,757k of actual expenditures along with \$1,468k of encumbrances. The encumbrances are reasonable at 3.3% of budget as departments continue to utilize open encumbrances for commodities, supplies, and services for the year.

Expenses in the General Fund are 79.7% of budget, \$23,515k below the percent of the year that has elapsed. The breakdown is: actual expenditures \$22,723k and an additional \$791k of encumbrances. The Highway fund expenses are \$4,566k represent 73.4% of spending while encumbrances of \$320k (5.1%) remain for fuel and asphalt in Highway 1; vehicle maintenance and equipment parts in Highway 4; and salt in Highway 4.

The Library expenses are \$52,227k, below budget at 78.0%. As indicated in prior reports, this total includes Debt Service for the Library Bond. The Sewer Fund has expended \$3,043k, 74.2% of budget. Stormwater Drainage expenses total \$478k, 50.9% of budget

As of October 31, the General Fund has recorded \$21,286k of revenue, equating to 80.0% of the budget. The major General Fund revenues received to-date include Real Estate Tax-\$12,790(100%), PILOT revenue is all in at \$298k (128%), Sales Tax of \$2,744k represents 5 months of revenue, 41.0% of budget and Aid & Incentives to Municipalities (AIM) at \$613k. In October, the Town received Franchise Cable TX revenue of \$272k (42.2%). Recreation Program Fees equate to 96.1% in the amount of \$647k. Cemetery Revenues of \$144k (87.0%) of budget have been recorded.

The total Town Summary after 10 months: Total revenue for the Town is \$35,364k or 84.9% of budget. Real estate taxes total \$19,279k across funds. The Library has received 110.0% of revenue, a sum of \$2,836k. Highway has recorded \$5,196k, 86.0% of revenue; and Sewer has collected 102.0% of budget, a total of \$3,921k; Storm Water Drainage has verified 102.7% of revenue at \$965k.

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

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Cunningham**, the financial report was approved.

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

APPROVAL OF MINUTES:

On a motion made by Councilmember **Cunningham**, seconded by Councilmember **Wehner**, the October 07, 2024 Workshop Meeting Minutes were approved.

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Cunningham**, the October 15, 2024 Budget 1 Workshop Meeting minutes were approved.

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Malone**, the October 15, 2024 Regular Town Board Meeting minutes were approved.

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Cunningham**, the October 16, 2024 Budget 2 Workshop Meeting minutes were approved.

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

REGULAR TOWN BOARD MEETING November 19, 2024 156

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Malone**, the October 21, 2024 Special Town Board Meeting minutes were approved.

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

ITEMS FOR BOARD ACTION:

PUBLIC HEARINGS:

7:35PM

11PH2024-1 ON THE MATTER OF APPROVING A SPECIAL USE PERMIT FOR 55 & 61 WALDO AVENUE IN THE R-2 RESIDENTIAL DISTRICT

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Cunningham**, the Public Hearing was opened at 7:49 p.m.

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

No one wished to speak on the matter.

On a motion made by Councilmember **Cunningham**, seconded by Councilmember **Wehner**, the Public Hearing was closed at 7:50 p.m.

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

11PH-1 RESOLUTION Approving a Special Use Permit for 55 & 61 Waldo Ave. in the R-2 Residential District

On a motion made by Councilmember **Perticone**, seconded by Councilmember **Wehner**, the resolution was adopted, **approving a Special Use Permit for 55 & 61 Waldo Avenue in the R-2 Residential District.**

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2024-264

11PH2024-2 ON THE MATTER OF APPLYING FOR A GRANT THROUGH RESTORE NY FOR TWO PROPERTIES IN IRONDEQUOIT LOCATED AT 4530 ST. PAUL BLVD. (TAX ID #061.11-1-4) AND 400 SKYVIEW CENTER PARKWAY (TAX ID #092.05-1-85.2)

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Cunningham**, the Public Hearing opened at 7:54 p.m.

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

No one wished to speak on the matter.

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Malone**, the Public Hearing was closed at 7:55 p.m.

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

11PH-2 RESOLUTION Approving the Application to Apply for the Restore NY Grant Program for 4530 St. Paul Blvd and 400 Skyview Center Parkway

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Malone**, the resolution was adopted, **approving the application to apply for the Restore NY Grant Program for two properties located in Irondequoit.**

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2024-265

11PH2024-3 ON THE MATTER OF SHARING THE RESULTS OF AN ELECTRONIC SURVEY SOLICITING INPUT RELATIVE TO SHORT-TERM RENTALS

On a motion made by Councilmember **Malone**, seconded by Councilmember **Wehner**, the Public Hearing opened at 7:55 p.m.

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

**Allison Kretovic, 180 Rock Beach, voiced her concerns regarding Short-Term Rentals
Tammy Halldow, 39 Schnackel, voiced her concerns regarding Short-Term Rentals
George Ehlert, 159 Rock Beach, voiced his concerns regarding Short-Term Rentals
Mike Angarano, 170 Rock Beach, voiced his concerns regarding Short-Term Rentals
Cindy Hoffman, 327 back Lawn, voiced her concerns regarding Short-Term Rentals
Marsha Enright, 75 Clay Ave, voiced her concerns regarding Short-Term Rentals
Richard Barone, 154 Allwood Dr, voiced his concerns regarding Short-Term Rentals
Sheila McGareg, 202 Rock Beach, voiced her concerns regarding Short-Term Rentals
Michael Miller, 202 Rock Beach, voiced his concerns regarding Short-Term Rentals
Linda Butler, 222 Oaklawn, voiced her concerns regarding Short-Term Rentals
Mark Haldow, 39 Schnackel, voiced his concerns regarding Short-Term Rentals**

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Malone**, the Public Hearing was closed at 8:30 p.m.

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

11PH-3 RESOLUTION On the Results of the Short-Term Rental Survey

On a motion made by Councilmember **Cunningham**, seconded by Councilmember **Wehner**, the resolution was adopted on the results of the Short – Term Survey

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2024-266

PRESENTATION: Town

Appointments:

11A2024-1 RESOLUTION AUTHORIZING THE PERMANENT APPOINTMENT OF AN ASSESSMENT CLERK

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Cunningham**, the resolution was adopted **authorizing the permanent appointment of Carol Loce to Assessment Clerk.**

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2024-250

11A2024-2 RESOLUTION AUTHORIZING THE PERMANENT APPOINTMENT OF A PAYROLL CLERK

On a motion made by Councilmember **Malone**, seconded by Councilmember **Wehner**, the resolution was adopted **approving the permanent appointment of Ana Ortiz to payroll clerk.**

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2024-251

11A2024-3 RESOLUTION AUTHORIZING THE PROVISIONAL APPOINTMENT OF A REAL PROPERTY APPRAISER

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Cunningham**, the resolution was adopted **approving the provisional appointment of Mary Ryan to the title of Real Property Appraiser.**

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2024-252

Community Development:

11A2024-4 RESOLUTION FILLING A CONSERVATION BOARD VACANCY

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Malone**, the resolution was adopted **approving the appointment of Gary Adams as a Conservation Board Member with a term expiring 12/31/2025**

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2024-253

11A2024-5 RESOLUTION AUTHORIZING THE ADOPTION OF THE 2025 IRONDEQUOIT HISTORIC PRESERVATION COMMISSION MEETING SCHEDULE

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Cunningham**, the resolution was adopted **approving the adoption of the 2025 Irondequoit Historic Preservation Commission Meeting Schedule.**

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2024-254

11A2024-6 RESOLUTION AUTHORIZING THE ADOPTION OF THE 2025 IRONDEQUOIT CONSERVATION BOARD MEETING SCHEDULE

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Malone**, the resolution was adopted **approving the adoption of the 2025 Irondequoit Conservation Board Meeting Schedule.**

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2024-255

11A2024-7 RESOLUTION AUTHORIZING THE ADOPTION OF THE 2025 IRONDEQUOIT PLANNING BOARD WORKSHOP AND MEETING SCHEDULE

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Cunningham**, the resolution was adopted **approving the adoption of the 2025 Irondequoit Planning Board Workshop and Meeting Schedule.**

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2024-256

11A2024-8 RESOLUTION AUTHORIZING THE ADOPTION OF THE 2025 IRONDEQUOIT ZONING BOARD OF APPEALS MEETING SCHEDULE

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Malone**, the resolution was adopted **approving the adoption of the 2025 Irondequoit Zoning Board of Appeals Meeting Schedule.**

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2024-257

11A2024-9 RESOLUTION AWARDED A CONTRACT FOR THE DEMOLITION OF 95 LAKE BLUFF ROAD

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Cunningham**, the resolution was adopted awarding the bid for the demolition of 95 Lake Bluff Road to Roth Enterprises

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2024-258

Police:

11A2024-10 RESOLUTION AUTHORIZING THE SUPERVISOR TO ENTER INTO CONTRACTS AND ACCEPTING FUNDING FOR DWI PROGRAMS

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Cunningham**, the resolution was adopted **authorizing the Supervisor to execute the contracts and any and all documents necessary to enter into such contracts, in such form as approved by the Attorney for the Town.**

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2024-259

Public Works:

11A2024-11 RESOLUTION AWARDED A BID FOR ELECTRICAL SERVICES FOR TOWN OF IRONDEQUOIT FACILITIES

On a motion made by Councilmember **Cunningham**, seconded by Councilmember **Perticone**, the resolution was adopted **awarding the bid for Electrical Services for the Town of Irondequoit Facilities to Kaplan Schmidt, Electric, Inc.**

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2024-260

11A2024-12 RESOLUTION AWARDED A BID FOR SCOREBOARDS AT MCAVOY PARK

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Malone**, the resolution was adopted **awarding the bid for Scoreboards at McAvoy Park to Toth's Sports.**

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2024-261

11A2024-13 RESOLUTION DECLARING CERTAIN EQUIPMENT AS SURPLUS PROPERTY

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Cunningham**, the resolution was adopted declaring certain equipment as surplus.

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2024-262

11A2024-14 RESOLUTION AUTHORIZING THE SUPERISOR TO ENTER INTO A CONTRACT FOR HVAC SERVICES AT VARIOUS TOWN OF IRONDEQUOIT FACILITIES

On a motion made by Councilmember **Cunningham**, seconded by Councilmember **Wehner**, the resolution was adopted authorizing the Town

REGULAR TOWN BOARD MEETING MINUTES November 19, 2024 161

Supervisor to execute any and all documents to enter into an agreement with Monroe Piping in such form as approved by the Attorney for the Town.

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2024-263

11A2024-15 RESOLUTION AUTHORIZING THE SUPERVISOR TO ENTER INTO AN INTERMUNICIPAL AGREEMENT WITH POINT PLEASANT FIRE DISTRICT

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Malone**, the resolution was adopted **authorizing the Supervisor to enter into an Intermunicipal Agreement with the Point Pleasant Fire District to perform the Cooperative Services in such form as approved by the Attorney for the Town.**

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2024-267

Recreation:

11A2024-16 RESOLUTION AUTHORIZING THE SPECIAL EVENTS 2025 CALENDAR

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Malone**, the resolution was adopted **authorizing the 2025 Special Events Calendar.**

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2024-268

11A2024-17 RESOLUTION FACILITATING THE PLANNING OF SPECIAL EVENTS

On a motion made by Councilmember **Malone**, seconded by Councilmember **Wehner**, the resolution was adopted **authorizing the facilitation of the planning of special events.**

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2024-269

Supervisor:

11A2024-18 RESOLUTION AUTHORIZING GRANT FUNDING AWARDED FROM MONROE COUNTY

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Cunningham**, the resolution was adopted **authorizing the funding awarded from Monroe County.**

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2024-270

Town Clerk:

11A2024-19 RESOLUTION AUTHORIZING SURETY, FORM AND AMOUNT OF OFFICIAL UNDERTAKING FOR THE FAITHFUL PERFORMANCE OF THE DUTIES OF THE TOWN CLERK AND RECEIVER OF TAXES AND ASSESSMENT

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Malone**, the resolution was adopted **approving the surety, form and amount of the office undertaking for the faithful performance of the duties of the Town Clerk and Receiver of Taxes and Assessments.**

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2024-271

11A2024-20 RESOLUTION APPROVING THE SPECIAL EVENT LICENSE FOR THE SEABREEZE VOLUNTEER FIRE ASSOCIATION

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Cunningham**, the resolution was adopted **approving the special event license for the Seabreeze Volunteer Fire Association Annual Christmas Parade to be held on December 14, 2024.**

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

Resolution Number 2024-272

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Malone**, pursuant to Public Officers Law Section 105(6) pertaining to medical, financial, credit or employment history of a particular person or corporation, or relating to appointment, promotion, demotion, discipline or removal, an Executive Session was called.

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

EXECUTIVE SESSION

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Malone**, the Executive Session was adjourned, and the Regular Town Board meeting was reconvened at 9:00 p.m.

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

11A2024-21 RESOLUTION AUTHORIZING AN AGREEMENT FOR LEGAL SERVICES AND THE USE OF FUND BALANCE

On a motion made by Councilmember **Perticone**, seconded by Councilmember **Wehner**, the resolution was adopted **approving an agreement for legal services and the use of fund balance**.

UPON VOTING

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

Resolution Number 2024-273

Upcoming Meetings:**Next Town Board Workshop Meeting:****Monday, December 09, 2024 @ 4 PM****Next Regular Town Board Meeting:****Tuesday, December 17, 2024 @ 7 PM**

On a motion made by Councilmember **Wehner**, seconded by Councilmember **Malone**, the Regular Town Board Meeting was adjourned at 8:09 p.m.

UPON VOTING

MOTION WAS UNANIMOUSLY APPROVED

Respectfully submitted,



Latasha Elder, Town Clerk

**EXTRACT OF THE MINUTES OF A REGULAR MEETING OF THE TOWN BOARD ADOPTING
A RESOLUTION AUTHORIZING THE PROVISIONAL APPOINTMENT OF AN OFFICE
ACCOUNT CLERK**

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 17^h day of December 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

Brown Hutchinson LLP

Attorney for the Town

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

WHEREAS, due to retirement, there is a need to appoint an Office Account Clerk in the Town Comptroller's office; and

WHEREAS, the list was established on July 17, 2024; and

WHEREAS, the canvass resulted in no interested candidates; and

WHEREAS, the job was posted and interested candidates were interviewed; and

WHEREAS, the Comptroller would like to appoint Timothy Broderick to the title of Office Account Clerk; and when the exam is held again, Mr. Broderick must participate and score within the top three candidates.

NOW THEREFORE BE IT RESOLVED, that the Town Board authorizes the provisional appointment of Timothy Broderick to the title of Office Account Clerk to be paid an hourly rate of \$18.39, which shall be drawn from budget code 001.1315.100.1100.

This resolution shall take effect upon date of hire.

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 A POLICE SERGEANT**

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 17th day of December 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
Brown Hutchinson LLP	Attorney for the Town

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

WHEREAS, there is a need to appoint a Police Sergeant; and

WHEREAS, on June 1, 2024, the Police Sergeant exam was held, and the list was established on October 10, 2024; and

WHEREAS, all interested candidates were interviewed; and

WHEREAS, Matthew Barrett participated in this exam and is reachable on the certified list; and

WHEREAS, the Chief of Police would like to appoint Matthew Barrett to the title of Police Sergeant; and

NOW THEREFORE BE IT RESOLVED, that the Town Board authorizes the permanent appointment of Matthew Barrett to Police Sergeant to be paid an annual rate of \$109,380.00, which shall be drawn from budget code 001.3120.100.1100.

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 REGULAR MEETING OF THE TOWN BOARD ADOPTING
A RESOLUTION AUTHORIZING THE APPOINTMENT OF A SENIOR MOTOR EQUIPMENT
OPERATOR**

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 17^h day of December 2024, at 7:00 p.m. local time, there were.

<u>PRESENT:</u>	
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

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

WHEREAS, there is a need to appoint a Sr. MEO in the Department of Public Works; and

WHEREAS, this is a non-competitive Civil Service position and per Civil Service Guidelines the vacancy was posted, and interviews were conducted; and

WHEREAS, the interview committee would like to appoint Edward Jake Selenchik to the title of Senior Motor Equipment Operator.

NOW THEREFORE BE IT RESOLVED, that the Town Board authorizes the appointment of Edward Jake Selenchik to the title of Sr. M.E.O. to be paid an hourly rate of \$31.15, which shall be drawn from the following budget codes 40% from 001.5411.100.1100, 10 % from 021.5110.100.1100. 10 % from 024.5142.100.1100 and 40 % from 038.8140.100.1100.

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
Town Supervisor

Cunningham
Evans

voting
voting

**EXTRACT OF THE MINUTES OF A REGULAR MEETING OF THE TOWN BOARD ADOPTING
A RESOLUTION AUTHORIZING THE APPOINTMENT OF A MOTOREQUIPMENT
OPERATOR**

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 17^h day of December 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

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

WHEREAS, there is a need to appoint an MEO in the Department of Public Works; and

WHEREAS, this is a non-competitive Civil Service position and per Civil Service Guidelines the vacancy was posted, and interviews were conducted; and

WHEREAS, the interview committee would like to appoint Joseph Petrotta to the title of Motor Equipment Operator.

NOW THEREFORE BE IT RESOLVED, that the Town Board authorizes the appointment of Joseph Petrotta to the title of M.E.O. to be paid an hourly rate of \$29.68, which shall be drawn from the following budget codes 50 % from 021.5110.100.1100, 10% from 024.5142.100.1100 and 40% from 038.8140.100.1100.

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 REGULAR MEETING OF THE TOWN BOARD ADOPTING
A RESOLUTION AUTHORIZING THE APPOINTMENT OF A SECOND MOTOR EQUIPMENT
OPERATOR**

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 17^h day of December 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

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

WHEREAS, there is a need to appoint a second MEO in the Department of Public Works; and

WHEREAS, this is a non-competitive Civil Service position and per Civil Service Guidelines the vacancy was posted, and interviews were conducted; and

WHEREAS, the interview committee would like to appoint Scott Zampatori to the title of Motor Equipment Operator.

NOW, THEREFORE BE IT RESOLVED that the Town Board authorizes the appointment of Scott Zampatori to the title of Motor Equipment Operator to be paid an hourly rate of \$29.68, which shall be drawn from the following budget codes 50 % from 021.5110.100.1100; 10 % from 024.5142.100.1100, and 40 % from 038.8140.100.1100.

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 MINUTES OF A REGULAR MEETING OF THE TOWN BOARD
ADOPTING A RESOLUTION AUTHORIZING THE APPOINTMENT OF ETHICS
BOARD MEMBERS**

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 17th day of December 2024, at 7:00 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, due to vacancies, there is a need to appoint two (2) members to the Board of Ethics; and

WHEREAS, the Board of Ethics consists of five members appointed by the Town Board, a majority of whom are not otherwise officers or employees of the town, who serve without compensation for staggered terms of five years, and such Board including at least one member who is an elected or appointed Town officer or employee.

WHEREAS, the Supervisor has appointed Kimberly Miranda, Chief of Staff, Town of Irondequoit, New York to serve a term as the appointed representative of the current Town Supervisor and will continue concurrent with the appointing supervisor's term and thus will be reviewed should another supervisor be elected.

WHEREAS, the Supervisor has interviewed several people who are willing to serve on this Board and recommends appointing David P. Dys, Esq to serve on the Board of Ethics: and

WHEREAS, David P. Dys, Esq term will expire 12/31/2029.

NOW, THEREFORE BE IT RESOLVED, that the Town Board approves the appointment of David P. Dys, Esq. and Kimberly Miranda, Chief of Staff to serve on the Board of Ethics with staggering term limits, per the Town's Code of Ethics. David P. Dys, Esq term will expire 12/31/2029 and Kimberly Miranda' Chief of Staff, term will be concurrent with the appointing supervisor or will otherwise expire 12/31/2028.

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 WORKSHOP MEETING OF THE TOWN BOARD
ADOPTING A RESOLUTION AUTHORIZING THE APPOINTMENT OF A TOWN HISTORIAN**

At a workshop 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 17th day of December 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

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

WHEREAS, the current Town Historian wishes to step down after his term ends on 12/31/2024 and in accordance with Section 57.07 of the New York State Arts and Cultural Affairs Law a new Town Historian must be appointed; and

WHEREAS, the position of Town Historian requires someone who demonstrates knowledge of the Town’s past and a willingness and commitment to learning and preserving its history for generations to come; and

WHEREAS, Mr. Timothy Judd has worked alongside the current Town Historian for several years in a voluntary capacity and has shown the desire and qualifications necessary to hold this title; and

WHEREAS, the Town Supervisor would like to appoint Timothy Judd to the title of Town Historian for a term of 2 years; and

NOW THEREFORE BE IT RESOLVED, that the Town Board authorizes the appointment of Timothy Judd to the title of Town Historian to be paid an annual rate of \$9,672.00, which shall be drawn from budget code 001.7520.102.1100, and paid bi-weekly at a rate of \$372.00 per pay period.

This resolution shall take effect January 1, 2025.

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 MINUTES OF MEETING OF THE TOWN BOARD ADOPTING
A RESOLUTION REAPPOINTING A PLANNING BOARD MEMBER**

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 17th day of December, 2024, at 7:00 P.M. local time; there were:

<u>PRESENT:</u>	
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

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

WHEREAS, due to the term of Nate Burdick expiring on the Planning Board as of December 31, 2024; and

WHEREAS, Nate Burdick was appointed on April 26, 2022, to the Planning Board for a two-year term to fulfill a vacancy due to a resignation, and

WHEREAS, Nate Burdick has expressed an interest in being reappointed for seven-year term; and

WHEREAS, Nate Burdick has been a great asset to the Planning Board with his experience and knowledge; and

WHEREAS, the Town Board desires to fill this vacancy by appointing Mr. Nathan Burdick to serve the seven year term expiring on December 31, 2031.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Irondequoit hereby approves the appointment of:

Nathan Burdick	Planning Board	Term Expired: December 31, 2031
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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 MINUTES OF MEETING OF THE TOWN BOARD ADOPTING
A RESOLUTION FILLING A CONSERVATION BOARD VACANCY**

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 17th day of December 2024, at 7:00 P.M. local time; there were:

<u>PRESENT:</u>	
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

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

WHEREAS, there are currently two (2) member positions on the Irondequoit Conservation Board available, and

WHEREAS, the Town received a Letter of Interest with resume from Irondequoit resident Patrick Leavy, and

WHEREAS, Town Staff conducted an interview with Mr. Leavy on November 20, 2024, and

WHEREAS, Town Staff recommends to the Town Board the appointment of Patrick Leavy to the Irondequoit Conservation Board, and

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Irondequoit hereby approves the appointment of:

Patrick Leavy Conservation Board Member Term Expires: December 31, 2026

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 MINUTES OF MEETING OF THE TOWN BOARD ADOPTING
A RESOLUTION FILLING A CONSERVATION BOARD VACANCY**

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 17th day of December 2024, at 7:00 P.M. local time; there were:

<u>PRESENT:</u>	
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, there are currently two (2) member positions on the Irondequoit Conservation Board open to be filled; and

WHEREAS, the Town received a Letter of Interest with resume from Irondequoit resident Alexandra Ferrente; and

WHEREAS, Town Staff conducted an interview with Mrs. Ferrente on December 6, 2024; and

WHEREAS, Town Staff recommends to the Town Board the appointment of Alexandra Ferrente to the Irondequoit Conservation Board.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Irondequoit hereby approves the appointment of:

Alexandra Ferrente	Conservation Board Member	Term Expires: December 31, 2026
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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 ADOPTING
A RESOLUTION AUTHORIZING THE APPOINTMENT OF A ZONING BOARD OF
APPEALS MEMBER**

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 17th day of December 2024, at 7:00 p.m. local time, there were

<u>PRESENT:</u>	
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

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

WHEREAS, a member position on the Irondequoit Zoning Board of Appeals has become open; and

WHEREAS, Greg Devlin currently serves on the Zoning Board of Appeals as an Alternate Member; and

WHEREAS, Mr. Devlin’s experience and attendance as an alternate member has been positive for the Zoning Board and has shown what he will bring to the open position on the Irondequoit Zoning Board of Appeals Member; and

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Irondequoit hereby approves the appointment of:

Greg Devlin Zoning Board of Appeal Term: January 1, 2025-December 31, 2031

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 MINUTES OF MEETING OF THE TOWN BOARD ADOPTING
A RESOLUTION AUTHORIZING THE REAPPOINTMENT OF A ZONING BOARD OF
APPEALS CHAIRMAN**

At the organizational meeting of the Town Board of the Town of Irondequoit, Monroe County, New York, held at Town Hall, 1280 Titus Avenue, in said Town of Irondequoit, on the 17th day of December 2024 at 7:00 P.M. local time; there were:

PRESENT:

Andraé Evans	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, James S Hinman has served on the Irondequoit Zoning Board of Appeals since 2006, when he was appointed; and

WHEREAS, the Town Board appointed James S. Hinman to serve as Chairman of the Irondequoit Zoning Board of Appeals in 2007, and thereafter reappointed him to serve as Chairman, and such term expires December 31, 2024; and

WHEREAS, the Town Board desires to re-appoint James S. Hinman as Chairman of the Zoning Board of Appeals with a term expiring December 31, 2026. Town Board Member

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Irondequoit approves the following appointment:

James S. Hinman Zoning Board of Appeals Chairman Term Expires: December 31, 2026

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 REGULAR MEETING OF THE TOWN
BOARD ADOPTING A RESOLUTION AUTHORIZING THE APPOINTMENT
OF DEER MANAGEMENT PROGRAM BOARD MEMBERS**

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 17th day of December, 2024, at 7:00 p.m. local time, there were

PRESENT:

Andraé Evans
Ann Cunningham
Grant Malone
John Perticone
Peter Wehner
Brown Hutchinson LLP

Town Supervisor
Town Board Member
Town Board Member
Town Board Member
Town Board Member
Attorney for the Town

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

WHEREAS, the Town deems it necessary to further ensure the organization of Town function by making appointments that guarantee the continuation of daily operations; and

WHEREAS, the Town has established a Deer Management Program Board to perform various oversight and advisory functions pertaining to the Bow Hunt Program; and

WHEREAS, the Deer Management Program Board consists of three members appointed by the Town Board, who serve without compensation for terms of one year, and such Board must include the Town Supervisor or his designee, a Town resident who is not a hunter in the Program, and the Chair of the Conservation Board or her designee; and

WHEREAS, there is a need to reappoint the Town Supervisor's Designee and the Town Resident who is not a hunter in the Program to the Deer Management Program Board due to terms expirations; and

WHEREAS, Cody Dizmang as the Supervisor's Designee and Gwendolyn Mendez as the Town Resident are each willing to serve a term commencing on January 1, 2025, and ending December 31, 2025.

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

**EXTRACTION OF MINUTES OF MEETING OF TOWN BOARD ADOPTING A
RESOLUTION AUTHORIZING THE USE OF FUND BALANCE AND THE
PURCHASE OF 177 KINGS HIGHWAY**

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 17th day of December 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
Brown Hutchinson, LLP	Attorney for the Town

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

WHEREAS, the Town wishes to purchase the land located at 177 Kings Highway (tax id 076.12-3-39) for the assessed value of \$202,000 for the purpose of creating a parking lot; and

WHEREAS, the purchase was not anticipated in the 2024 operating budget; and,

WHEREAS, funding in an amount not to exceed \$202,000 will be made available in account A1194000-520140 from the general fund balance.

NOW, THEREFORE BE IT RESOLVED, that the Supervisor is authorized to execute any documents necessary at a total cost not to exceed \$202,000.00 to be paid from account # A1194000-520140 for the purchase of 177 Kings Highway.

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	_____

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

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 17th day of December 2024 at 7:00 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, the Town wishes to utilize \$115,993.69 of ARPA funding to construct a playground area at the Town Hall Campus “Backyard”; and

WHEREAS, a playground offers a space for social interaction and activity; 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 \$115,993.69 to construct a playground at the Town Hall Campus “backyard”.

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	_____

**EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD ADOPTING
A RESOLUTION ALLOCATING AMERICAN RESCUE PLAN ACT FUNDING FOR
ADDITIONAL FRONT STEP GRANT 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 17th day of December 2024 at 7:00 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, the Town wishes to utilize \$100,000 of ARPA funding to extend the Front Step Grant Program; and

WHEREAS, the purpose of the program is to offer grants (up to \$7,500) to homeowners for necessary repairs to ensure safe entry to homes for residents and first responders; 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 extend the Front Step Grant Program.

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 ALLOCATING AMERICAN RESCUE PLAN ACT FUNDING FOR
SOFTWARE TO BE USED BY THE DEPARTMENT OF DEVELOPMENT SERVICES**

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 17th day of December 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
Brown Hutchinson	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, pursuant to a Final Rule promulgated by the United States Department of Treasury on January 6, 2022, municipalities are allowed to use up to \$10 million of their allocations for the purposes of revenue recovery, which can be appropriated toward government activities; and

WHEREAS, the Town wishes to use such revenue recovery funds to replace the software used by the Department of Development Services for issuing permits and tracking violations, in an amount not to exceed \$70,000.00; and

WHEREAS, such use has been approved by the Town's consultant with respect to ARPA matters, the Bonadio Group.

NOW THEREFORE BE IT RESOLVED, that the Town Board authorizes an allocation of American Rescue Plan Revenue Recovery funding in an amount not to exceed \$70,000 for software replacement in the Department of Development Services.

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	_____

**EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD ADOPTING
A RESOLUTION ALLOCATING AMERICAN RESCUE PLAN ACT FUNDING FOR
TOWN HALL BRODERICK ROOM UPDATES**

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 17th day of December 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
 Brown Hutchinson	 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, pursuant to a Final Rule promulgated by the United States Department of Treasury on January 6, 2022, municipalities are allowed to use up to \$10 million of their allocations for the purposes of revenue recovery, which can be appropriated toward government activities; and

WHEREAS, the Town wishes to use such revenue recovery funds to update the sound system and HVAC in the Broderick Room located at Town Hall, in an amount not to exceed \$80,000.00; and

WHEREAS, such use has been approved by the Town's consultant with respect to ARPA matters, the Bonadio Group.

NOW THEREFORE BE IT RESOLVED, that the Town Board authorizes an allocation of American Rescue Plan Revenue Recovery funding in an amount not to exceed \$80,000 for updates to the Broderick Room Sound system and HVAC system.

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	_____

**EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD ADOPTING
A RESOLUTION ALLOCATING AMERICAN RESCUE PLAN ACT FUNDING FOR
TOWN HALL DIRECTORY SIGN UPGRADES**

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 17th day of December 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
 Brown Hutchinson	 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, pursuant to a Final Rule promulgated by the United States Department of Treasury on January 6, 2022, municipalities are allowed to use up to \$10 million of their allocations for the purposes of revenue recovery, which can be appropriated toward government activities; and

WHEREAS, the Town wishes to use such revenue recovery funds to update the directory signs at the Town Hall, in an amount not to exceed \$10,000.00; and

WHEREAS, such use has been approved by the Town's consultant with respect to ARPA matters, the Bonadio Group.

NOW THEREFORE BE IT RESOLVED, that the Town Board authorizes an allocation of American Rescue Plan Revenue Recovery funding in an amount not to exceed \$10,000.00 for updated directory signs at the Town Hall.

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	_____

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

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 17th day of December 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
Brown Hutchinson	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, pursuant to a Final Rule promulgated by the United States Department of Treasury on January 6, 2022, municipalities are allowed to use up to \$10 million of their allocations for the purposes of revenue recovery, which can be appropriated toward government activities; and

WHEREAS, the Town wishes to use such revenue recovery funds for signage for the Irondequoit Farmers Market, in an amount not to exceed \$10,000.00; and

WHEREAS, such use has been approved by the Town's consultant with respect to ARPA matters, the Bonadio Group.

NOW THEREFORE BE IT RESOLVED, that the Town Board authorizes an allocation of American Rescue Plan Revenue Recovery funding in an amount not to exceed \$10,000 for signage for the Irondequoit Farmers Market.

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	_____

**EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD ADOPTING
A RESOLUTION ALLOCATING AMERICAN RESCUE PLAN ACT FUNDING FOR
UPGRADES TO PASSPORT SERVICES**

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 17th day of December 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
Brown Hutchinson	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, pursuant to a Final Rule promulgated by the United States Department of Treasury on January 6, 2022, municipalities are allowed to use up to \$10 million of their allocations for the purposes of revenue recovery, which can be appropriated toward government activities; and

WHEREAS, the Town wishes to use such revenue recovery funds to update equipment used to generate passport photos, in an amount not to exceed \$8,000.00; and

WHEREAS, such use has been approved by the Town's consultant with respect to ARPA matters, the Bonadio Group.

NOW THEREFORE BE IT RESOLVED, that the Town Board authorizes an allocation of American Rescue Plan Revenue Recovery funding in an amount not to exceed \$8,000 for passport equipment upgrades.

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	_____

**EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD ADOPTING
A RESOLUTION ALLOCATING AMERICAN RESCUE PLAN ACT FUNDING FOR
YOUTH SUMMER READING PROGRAM**

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 17th day of December 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
Brown Hutchinson	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, pursuant to a Final Rule promulgated by the United States Department of Treasury on January 6, 2022, municipalities are allowed to use up to \$10 million of their allocations for the purposes of revenue recovery, which can be appropriated toward government activities; and

WHEREAS, the Town wishes to use such revenue recovery funds to purchase books to be provided to students in grades 2, 3, and 4, in an amount not to exceed \$100,000.00 to be administered by the Irondequoit Public Library;

WHEREAS, such use has been approved by the Town's consultant with respect to ARPA matters, the Bonadio Group.

NOW THEREFORE BE IT RESOLVED, that the Town Board authorizes an allocation of American Rescue Plan Revenue Recovery funding in an amount not to exceed \$100,000 for a youth reading program.

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	_____

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

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 17th day of December 2024 at 7:00 P.M. local time; there were:

PRESENT:

Andraé Evans
Ann Cunningham
Grant Malone
John Perticone
Peter Wehner
Brown Hutchinson LLP

Town Supervisor
Town Board Member
Town Board Member
Town Board Member
Town Board Member
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 Irondequoit families experience difficulty with rising childcare costs; and

WHEREAS, the Town wishes to utilize \$150,000 of ARPA funding to make grants available to families for the purpose of offsetting the costs of childcare; and

WHEREAS, the Town has discussed the grant program with the Child Advocacy Center and feels it is able to help manage the program with no administrative fees to the Town and provide monthly reports to demonstrate the funds have been allocated accordingly; 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 \$150,000 for childcare grants.

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	_____

**EXTRACTION OF MINUTES OF MEETING OF TOWN BOARD ADOPTING A
RESOLUTION AUTHORIZING THE USE OF FUND BALANCE FOR
INDEPENDENT REVIEW**

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 17th day of December 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
Brown Hutchinson, LLP	Attorney for the Town

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

WHEREAS, resolution 2024-230 authorized the Town to hire a firm concerning a workplace investigation at an amount not to exceed \$7,500.00; and

WHEREAS, the firm has completed the investigation at a final cost of \$16,440.00; and,

WHEREAS, the final cost exceeds the original estimate additional funding in an amount not to exceed \$9,000 will be made available in account 001.1420.4415 from the general fund balance.

NOW, THEREFORE BE IT RESOLVED, that the Town Board is authorizes the use of fund balance in an amount not to exceed \$9,000 to be paid from account # 001.1420.4415 for the investigation cost.

This resolution shall take effect immediately upon its adoption.

Seconded by Town Board member	Perticone	voting	and duly put to vote,
which resulted as follows:	Wehner	voting	_____
Town Board Member	Malone	voting	_____
Town Board Member	Cunningham	voting	_____
Town Supervisor	Evans	voting	_____

Resolution No. 2023-_____

**A RESOLUTION AUTHORIZING THE SUPERVISOR TO ENTER INTO A
CONTRACT TO LEASE MULTI FUNCTION PRINTERS FROM UNITED
BUSINESS SYSTEMS**

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 17th of December 2024 at 7:00 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, the Town desires to lease 14 Multi-Function Printers (MFPs) as outlined in the attached leasing contract; and

WHEREAS, quotes were solicited from the only two local authorized Canon dealers, Usherwood Office Technology and United Business Systems; and

WHEREAS, the Town has chosen the lowest lease proposal from United Business Systems;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board authorizes the Supervisor to enter into a lease agreement with United Business Systems or their designated leasing provider;

AND BE IT FURTHER RESOLVED, that the Town Board authorizes the Supervisor or Acting Supervisor to execute all documents necessary to finalize the lease agreement for 14 MFPs with United Business Systems and to enter into any future leases, amendments, or addendums related to the equipment during the term of the lease agreement.

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



APPLICATION NO.	CONTRACT NO.
500-50675367	

Value Lease Agreement

This document is written in "Plain English". The words **you** and **your** refer to the customer. The words **Owner, we, us** and our refer to **De Lage Landen Financial Services, Inc.** Every attempt has been made to eliminate confusing language and create a simple, easy-to-read document.

CUSTOMER INFORMATION

FULL LEGAL NAME OF CUSTOMER Irondequoit, Town Of			STREET ADDRESS 1280 Titus Avenue	
CITY Rochester	STATE NY	ZIP 14617	PHONE (585) 467-8840	FAX (585) 336-9235
BILLING NAME (IF DIFFERENT FROM ABOVE) Town of Irondequoit Town Hall			BILLING STREET ADDRESS 1280 Titus Avenue	
CITY Rochester	STATE NY	ZIP 14617	FEDERAL TAX I.D. # 16-6002287	E-MAIL emurtore@irondequoit.gov
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)				

MAKE/MODEL/ACCESSORIES	SERIAL NO.	STARTING METER	
Canon imageRUNNER ADVANCE DX C259iF		BW-150 / Color -75	☐ Service Only
Canon imageRUNNER ADVANCE DX C359iF		BW-150 / Color -75	☐ Service Only
Canon imageRUNNER ADVANCE DX C5840i		BW- 150 / Color -75	☐ Service Only
Canon imageRUNNER ADVANCE DX C5840i		BW-150 / Color -75	☐ Service Only
Canon imageRUNNER ADVANCE DX C5850i		BW-150 / Color -75	☐ Service Only
Canon imageRUNNER ADVANCE DX C5840i		BW-150 / Color -75	☐ Service Only

LEASE TERMS	LEASE PAYMENT AMOUNT	SECURITY DEPOSIT
Term in Months 48 (mos)	48 Payments of \$2,765.00 (plus applicable taxes) Lease Payment Period is Monthly Unless Otherwise Indicated	0.00 \$ (plus applicable taxes)
Payment includes 0 B&W pages per Monthly	Overages billed Monthly	at \$0.00500 per B&W page
Payment includes 0 Color pages per Monthly	Overages billed Monthly	at \$0.04500 per Color page

END OF TERM OPTIONS: You will have the following options at the end of the original term, provided the Lease has not terminated early and no event of default under the Lease has occurred and is continuing. 1. Purchase the Equipment for the Fair Market Value. 2. Renew the Lease per paragraph 1. 3. Return Equipment as provided in Paragraph 6.

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT, THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.

OWNER ACCEPTANCE

DATED	DE LAGE LANDEN FINANCIAL SERVICES, INC. CUSTOMER	 SIGNATURE	 TITLE
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CUSTOMER ACCEPTANCE

DATED	Irondequoit, Town Of CUSTOMER	☒ SIGNATURE	 TITLE
16-6002287	FEDERAL TAX I.D.	PRINT NAME	DOB

GUARANTY

As additional inducement for us to enter into the Agreement, the undersigned ("you") unconditionally, jointly and severally, personally guarantees that the customer will make all payments and meet all obligations required under this Agreement and any supplements fully and promptly. You agree that we may make other arrangements including compromise or settlement with the customer and you waive all defenses and Purchase the Equipment for notice of those changes and will remain responsible for the payment and obligations of this Agreement. We do not have to notify you if the customer is in default. If the customer defaults, you will immediately pay in accordance with the default provision of the Agreement all sums due under the terms of the Agreement and will perform all the obligations of the Agreement. If it is necessary for us to proceed legally to enforce this guaranty, you expressly consent to the jurisdiction of the court set out in paragraph 15 and agree to pay all costs, including attorneys fees incurred in enforcement of this guaranty. It is not necessary for us to proceed first against customer before enforcing this guaranty. By signing this guaranty, you authorize us to obtain credit bureau reports for credit and collection purposes.

PRINT NAME OF GUARANTOR	☒ SIGNATURE	 DATED
-------------------------	--	-------------------------------

ACCEPTANCE OF DELIVERY

You certify that all the equipment listed above has been furnished, that delivery and installation has been fully completed and satisfactory. Further, all conditions and terms of this Agreement have been reviewed and acknowledged. Upon your signing below, your promises herein will be irrevocable and unconditional in all respects.

DATE OF DELIVERY	Irondequoit, Town Of CUSTOMER	☒ SIGNATURE	 TITLE
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1. AGREEMENT: You agree to rent from us the personal property described under "MAKE/MODEL/ACCESSORIES" and as modified by supplements to this Master Agreement from time to time signed by you and us (such property and any upgrades, replacements, repairs and additions referred to as "Equipment") for business purposes only. You agree to all of the terms and conditions contained in this Agreement and any supplement, which together are a complete statement of our Agreement regarding the listed equipment ("Agreement") and supersedes any purchase order or outstanding invoice. This Agreement may be modified only by written Agreement and not by course of performance. You authorize us to insert in this Agreement serial numbers and other identification about the Equipment, as well as other omitted factual matters. This Agreement becomes valid upon execution by us and will begin on the date shown and will continue from the first day of the following month for the number of consecutive months shown. The term will be extended automatically for successive 12 month terms unless you send us written notice between ninety (90) and one hundred fifty (150) days before the end of any term of your intent to purchase or return the equipment AND complete the purchase or return within 30 days of the end of term. THE BASE RENTAL PAYMENT SHALL BE ADJUSTED PROPORTIONATELY UPWARD OR DOWNWARD, IF THE ACTUAL COST OF THE EQUIPMENT EXCEEDS OR IS LESS THAN THE ESTIMATE PROVIDED TO LESSEE. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others. You authorize us to insert or correct missing information on this lease including your proper legal name, serial numbers and any other numbers describing the Equipment. You agree to provide updated annual and/or quarterly financial statements to us upon request.

2. RENT: Rent will be payable in installments, each in the amount of the basic rental payment shown plus any applicable sales, use or property tax. If we pay any tax on your behalf, you agree to reimburse us promptly along with a processing fee. You will pay the security deposit on the date you sign this Agreement. Subsequent installments will be payable on the first day of each rental payment period shown beginning after the first rental payment period or as otherwise agreed. We will have the right to apply all sums received from you to any amounts due and owed to us under the terms of this Agreement.

3. MAINTENANCE AND SUPPLIES: The charges established by this Agreement include payment for the use of the designated Equipment and accessories, maintenance by Supplier (during normal business hours); inspection, adjustment, parts replacement, drums and cleaning material required for the proper operation, as well as black toner and developer. Paper must be separately purchased by you. Color toner, not included in this Agreement will be billed separately. If necessary, the service and supply portion of this Agreement may be assigned. We may charge you a Supply Freight Fee to cover our costs of shipping supplies to you.

4. OWNERSHIP OF EQUIPMENT: We are the Owner of the equipment and have sole title to the equipment (excluding software). You agree to keep the equipment free and clear of all liens and claims.

5. WARRANTY DISCLAIMER: **WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABILITY. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US.**

6. LOCATION OF EQUIPMENT: You will keep and use the equipment only at your address shown above and you agree not to move it unless we agree to it. At the end of the Agreement's term, you will return the Equipment to a location we specify at your expense, in retail resalable condition, full working order, and in complete repair.

7. LOSS OR DAMAGE: You are responsible for the risk of loss or for any destruction of or damage to the equipment. No such loss or damage relieves you from the payment obligations under this Agreement. You agree to promptly notify us in writing of any loss or damage and you will then pay to us the present value of the total of all unpaid rental payments for the full rental term plus the estimated fair market value of the Equipment at the end of the originally scheduled term, all discounted at six percent (6%) per year. Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney in fact to execute in your name any insurance drafts or checks issued due to loss or damage to the equipment.

8. COLLATERAL PROTECTION AND INSURANCE: You agree to keep the equipment fully insured against loss with us as loss payee in an amount not less than replacement cost until this Agreement is terminated. You also agree to obtain a general public liability insurance policy from anyone who is acceptable to us and to include us as an insured on the policy. You agree to provide us certificates or other evidence of insurance acceptable to us, before this Agreement begins or we, at our option, may elect to either 1) obtain insurance on your behalf and you will pay us for any insurance premium and related charges and fees on which we may make a profit or 2) bill you for a monthly damage surcharge of up to .0035 of the total stream of payments as a result of our administrative costs, credit risks and other costs. We may make a profit on this program. As long as you are current at the time of the loss (intentional acts are not included), the remaining balance owed on the Agreement will be forgiven. You must be current to benefit from this program. **NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF YOUR RESPONSIBILITY FOR LIABILITY INSURANCE COVERAGE ON THIS EQUIPMENT.**

9. INDEMNITY: We are not responsible for any loss or injuries caused by the installation or use of the equipment. You agree to hold us harmless and reimburse us for loss and to defend us against any claim for losses or injury caused by the Equipment.

10. TAXES AND FEES: You agree to pay when invoiced all taxes (including personal property tax, fines and penalties) and fees relating to this Agreement or the Equipment. You agree to (a) reimburse us annually for all personal property taxes which we are required to pay as Owner of the Equipment or to remit to us each month our estimate of the monthly equivalent of the annual property taxes to be assessed. We will file all personal property, use or other tax return and you agree to pay us a process fee for making such filings. In addition you agree to pay us a UCC filing fee of \$35.00 and reimburse us for all costs involved in documenting and servicing this Agreement. You further agree to pay us up to \$79.50 on the date the first payment is due as an origination fee. If the total sum of the payments exceeds \$75,000, the origination fee will be no greater than \$99.50. We reserve the right to charge a fee upon termination of this Agreement either by trade-up, buy-out or default. Any fee charged under this Agreement may include a profit and is subject to applicable taxes.

11. ASSIGNMENT: **YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBRENT THE EQUIPMENT OR THIS AGREEMENT.** We may sell, assign, or transfer this Agreement without notice. You agree that if we sell, assign, or transfer this Agreement, the new Owner will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the rights of the new Owner will not be subject to any claims, defenses, or set offs that you may have against us.

12. DEFAULT AND REMEDIES: If you do not pay any rental payment or other sum due to us or other party when due or if you break any of your promises in the Agreement or any other Agreement with us, you will be in default. If any part of a payment is late, you agree to pay a late charge of 15% of the payment which is late or if less, the maximum charge allowed by law. If you are ever in default, we may retain your security deposit and at our option, we can terminate or cancel this Agreement and require that you pay (1) the accelerated unpaid balance of this Agreement (discounted at 6%); (2) the amount of any purchase option and if none is specified, 20% of the original equipment cost which represents our anticipated residual value in the equipment; (3) and return the equipment to us to a location designated by us. We may recover interest on any unpaid balance at the rate of 8% per annum. We may also use any of the remedies available to us under Article 2A of the Uniform Commercial Code as enacted in the State of Minnesota or any other law. You agree to pay our reasonable attorney's fees and actual court costs. If we have to take possession of the equipment, you agree to pay the cost of repossession. The net proceeds of the sale of any repossessed Equipment will be credited against what you owe us relating to any claim arising under this Agreement including, but not limited to, or referral for collection. **YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR ANY DEFAULT BY US UNDER THIS AGREEMENT.** You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. It is further agreed that your rights and remedies are governed exclusively by this Agreement and you waive your rights under Article 2A (508-522) of the UCC.

13. UCC FILINGS: You grant us a security interest in the equipment if this Agreement is deemed a secured transaction and you authorize us to record a UCC-1 financing statement or similar instrument, and appoint us your attorney-in-fact to execute and deliver such instrument, in order to show our interest in the equipment.

14. SECURITY DEPOSIT: The security deposit is non interest bearing and is to secure your performance under this Agreement. Any security deposit made may be applied by us to satisfy any amount owed by you, in which event you will promptly restore the security deposit to its full amount as set forth above. If all conditions herein are fully complied with and provided you have not ever been in default of this Agreement per paragraph 12, the security deposit will be refunded to you after the return of the equipment in accordance with paragraph 6.

15. CONSENT TO LAW, JURISDICTION, AND VENUE: This Agreement shall be deemed fully executed and performed in the state of Owner or its Assignee's principal place of business and shall be governed by and construed in accordance with its laws. If the Owner or its Assignee shall bring any judicial proceeding in relation to any matter arising under the Agreement, you irrevocably agree that any such matter may be adjudged or determined in any court or courts in the state of the Owner or its Assignee's principal place of business, or in any court or courts in your state of residence, or in any other court having jurisdiction over you or your assets, all at the sole election of the Owner. You hereby irrevocably submit generally and unconditionally to the jurisdiction of any such court so elected by Owner in relation to such matters. You waive trial by jury in any action between us.

16. OVERAGES AND COST ADJUSTMENTS: You agree to comply with any billing procedures designated by us, including notifying us of the meter reading at the end of each month. At the end of the first year of this Agreement and once each successive twelve month period, we may increase the base usage charge per page and the per page charge over the base minimum by a maximum of 15% of the existing charge.

17. UPGRADE/DOWNGRADE PROVISION: AFTER INCEPTION OF THE AGREEMENT AND UPON YOUR REQUEST, WE MAY REVIEW YOUR PAGE VOLUME AND PROPOSE OPTIONS FOR UPGRADING OR DOWNGRADING TO ACCOMMODATE YOUR NEEDS.

18. TRANSITION BILLING: In order to facilitate an orderly transition, including installation and training, and to provide a uniform billing cycle, the "Effective Date" of this Agreement will be the tenth (10th) day of the month following installation. You agree to pay a prorated amount for the period between the installation date and the Effective Date. This payment for the transition period will be based on the base minimum usage payment prorated on a 30 day calendar month and will be added to your first invoice.

19. MISCELLANEOUS: You agree that this Agreement may be executed in counterparts and any facsimile, photographic or other electronic transmission and/or electronic signing of this Agreement by you when manually countersigned by us or attached to our original signature counterpart and/or in our possession shall constitute the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence thereof. At our option, we may require a manual signature. You authorize us and our agents to contact you about all of your accounts with us in any way, such as calling, texting, or using an automated dialer, at any number or email address you have provided to us, from which you have contacted us, or at which we believe we can reach you, even if you are charged for such contact by a provider. For information about our privacy practices, please review our privacy statement at dlgroup.com/usprivacy.

FOR MUNICIPALITIES ONLY

19-A. CUSTOMER COVENANTS: You covenant and warrant that (1) it has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the payments scheduled to come due and to meet its other obligations under the Agreement and such funds have not been expended for other purposes; and (2) that there is no action, suit, proceeding or investigation pending, or threatened in any court or other tribunal or competent jurisdiction, state or federal or before any public board or body, which in any way would (a) restrain or enjoin the delivery of the Agreement or the ability of you to make its Base Payments (as set out above); (b) contest or affect the authority for the execution or delivery of, or the validity of, the Agreement; or (c) contest the existence and powers of you; nor is there any basis for any such action, suit, proceeding or investigation; and (3) That the equipment will be operated and controlled by you and will be used for essential government purposes and will be essential for the term of the Agreement. (4) You have not previously terminated a rental for non-appropriation, except as specifically described in a letter appended hereto. 19-B. SIGNATURES: Each signor (two if monthly payment exceeds \$1,200) warrants that he/she is fully conversant with the governing relevant legal and regulatory provisions and has full power and authorization to bind you. Signor(s) for you further warrant(s) its governing body has taken the necessary steps; including any legal bid requirements, under applicable law to arrange for acquisition of the Equipment; the approval and execution has been in accordance with all applicable open meeting laws; and that a resolution of the governing body of you authorizing execution of the Agreement has been duly adopted and remains in full force and effect. 19-C. NON APPROPRIATION: In the event you are in default under the Agreement because: 1. Funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all of your obligations under the Agreement during said fiscal period; 2. Such non-appropriation did not result from any act or failure to act of you; 3. You have exhausted all funds legally available for all payment due under the Agreement; and 4. There is no other legal procedure by which payment can be made to Owner. Then, provided that (a) you have given Owner written notice of the occurrence of paragraph 1 above thirty (30) days prior to such occurrence; (b) Owner has received a written opinion from your counsel verifying the same within ten (10) days thereafter; and (c) you do not directly or indirectly purchase, rent or in any way acquire any services or equipment supplied or provided for hereunder; upon receipt of the equipment delivered to a location designated by Owner, at your expense, Owners remedies for such default shall be to terminate the Agreement at the end of the fiscal period during which notice is given; retain the advance payments, if any; and/or sell, dispose of, hold, use or rent the equipment as Owner in its sole discretion may desire, without any duty to account to you.equipment as Lessor in its sole discretion may desire, without any duty to account to Customer.

Irondequoit, Town Of		X	
DATED	CUSTOMER	SIGNATURE	TITLE

13OEDOC306v4

ULTIMATE BENEFICIAL OWNER – SELF DECLARATION

Why do we ask you to fill in this form?

To help the government fight the funding of terrorism and money laundering activities, regulatory authorities require that a Funding Source ("Funder") knows who is the ultimate beneficial owner(s) ("UBO") of the entities with which we do business. Therefore, we require the information set forth below including the right to verify your identity.

Via this form, kindly specify the UBO of your organization. If based on the definition below you cannot identify UBO, your senior management will qualify as UBO.

A. CUSTOMER DATA	Organization Name
	Irondequoit, Town Of
	Legal Entity Type (i.e., LLC, Corporation, Sole Proprietorship, Partnership, Non Profit, Government)
	Tax Payer ID (TIN) 16-6002287

Note: If your organization is listed on a US Stock Exchange, only respond to A

Who is/are ultimate beneficial owners?

Beneficial owners are:

1. An individual, if any, who owns, directly or indirectly, more "more than 25 percent of the equity interests or Profit Sharing/economic interest of the legal entity customer (e.g., each natural person that owns more than 25 percent of the shares of a corporation); or
2. If ultimate beneficial owner cannot be determined based on ownership, please provide the name of the natural person with effective control (day to day decision making).
3. If neither 1 or 2 apply, please provide the names of all Board of Directors (BODs), Executive Management. If more room is required, please provide information on the back of the form or a separate sheet.

Ownership Type (Select One)

- ☐ 1. Ownership, economic interest, voting rights or shares >25% ☐ 2. Person who exercises effective control ☐ 3. BODs, Executive Management

B. SUMMARY OF UBO(S). IF NONE AVAILABLE, THEN SUMMARY OF SENIOR MANAGEMENT.	First Name	Middle Initial	Last Name
	Country of Residence	DOB (MM/DD/YYYY)	Title / Position % Ownership _____ %
	First Name	Middle Initial	Last Name
	Country of Residence	DOB (MM/DD/YYYY)	Title / Position % Ownership _____ %
	First Name	Middle Initial	Last Name
	Country of Residence	DOB (MM/DD/YYYY)	Title / Position % Ownership _____ %
	First Name	Middle Initial	Last Name
	Country of Residence	DOB (MM/DD/YYYY)	Title / Position % Ownership _____ %
	First Name	Middle Initial	Last Name
	Country of Residence	DOB (MM/DD/YYYY)	Title / Position % Ownership _____ %
	First Name	Middle Initial	Last Name
	Country of Residence	DOB (MM/DD/YYYY)	Title / Position % Ownership _____ %

C. Authorization to Provide Personal Data to Funder; Notice of Privacy Practices

By signing below, the undersigned represents and agrees that all individuals whose personal data is or will be directly or indirectly provided to Funder, on this form and any related credit application or documents, have consented: (i) to disclose all such personal data to Funder and (ii) for Funder to collect, use, and share such personal data in accordance with our privacy statement at lesseedirect.com/usprivacy.

D. Declaration and signing

Hereby the undersigned declares to have provided the information in this form truthfully and to notify Funder regarding changes to the UBO as soon as possible.

Name: _____ Title: _____

Date: _____ Signature: _____

CUSTOMER CARE SERVICE CONTRACT

Company Name: Town of Irondequoit Town Hall
Address: 1280 Titus Avenue
City/State/Zip: Rochester NY 14617
Contact: Ellen Muratore
Phone Number: (585) 467-8840
Fax Number: (585) 336-9235
PO #

Company Name: Town of Irondequoit Town Hall
Address: 1280 Titus Avenue
City/State/Zip: Rochester, NY 14617
Contact: Ellen Muratore
Phone Number: (585) 467-8840
Fax Number: (585) 336-9235
E-mail Address: emurtore@irondequoit.gov

☒ New ☐ Renewal ☐ Rental
☐ Remote Monitoring Requested
☐ Excludes Supplies ☒ Includes Supplies

Billing: ☒ Monthly ☐ Quarterly ☐ Bi-Annual ☐ Annual
Overage Billing: ☒ Monthly ☐ Quarterly ☐ Yearly
☒ Unless other-wise stated - (Staples & Media Never Included)

Model	Serial Number	Department	ID Number	Beginning Meter	Beginning Date:	Ending Date:	Included Copies	Excess copy Charge	Base Charge
imageRUNNER ADVANCE DX C259iF		Basement/IT-1280 Titus		BW - 150 Color - 75			-0-/B&W/Mthly -0-/Color/Mthly	BW - \$0.005 Color - \$0.045	BW - \$0.00 Color - \$0.00
imageRUNNER ADVANCE DX C359iF		CIU/Lower Level -1280 Titus		BW - 150 Color - 75			-0-/B&W/Mthly -0-/Color/Mthly	BW - \$0.005 Color - \$0.045	BW - \$0.00 Color - \$0.00
imageRUNNER ADVANCE DX C5840i		Town Clerk Office-1280 Titus		BW - 150 Color - 75			-0-/B&W/Mthly -0-/Color/Mthly	BW - \$0.005 Color - \$0.045	BW - \$0.00 Color - \$0.00
imageRUNNER ADVANCE DX C5840i		Library/Back Office-1290 Titus		BW - 150 Color - 75			-0-/B&W/Mthly -0-/Color/Mthly	BW - \$0.005 Color - \$0.045	BW - \$0.00 Color - \$0.00
imageRUNNER ADVANCE DX C5850i		Community Development-1280 Titus		BW - 150 Color - 75			-0-/B&W/Mthly -0-/Color/Mthly	BW - \$0.005 Color - \$0.045	BW - \$0.00 Color - \$0.00
imageRUNNER ADVANCE DX C5840i		Community Center-450 Skyview		BW - 150 Color - 75			-0-/B&W/Mthly -0-/Color/Mthly	BW - \$0.005 Color - \$0.045	BW - \$0.00 Color - \$0.00
imageRUNNER ADVANCE DX C3926i		DPW/Dispatch-262 9 E Ridge Rd		BW - 150 Color - 75			-0-/B&W/Mthly -0-/Color/Mthly	BW - \$0.005 Color - \$0.045	BW - \$0.00 Color - \$0.00
imageRUNNER ADVANCE DX C3926i		DPW/Office-2629 E Ridge Rd		BW - 150 Color - 75			-0-/B&W/Mthly -0-/Color/Mthly	BW - \$0.005 Color - \$0.045	BW - \$0.00 Color - \$0.00

Total Base Charge \$ 0.00

☐ The Customer has declined maintenance coverage at this time. The customer understands obtaining maintenance coverage later will incur charges in addition to the normal maintenance share and has been informed as to the current time and materials billing rate.

Notes: CPC pricing is fixed for the term of the lease contract

Customer agrees to purchase and United Business Systems agrees to provide maintenance service for the equipment identified above, in accordance with the terms and conditions of this agreement. No terms or conditions expressed or implied are authorized unless they appear on the original of this agreement signed by the Customer and a United Representative.

THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF ARE INCORPORATED 1N AND MADE PART OF THIS AGREEMENT. NO CHANGE. ALTERATION OR AMENDMENT OF THE TERMS OR CONDITIONS OF THIS AGREEMENT ARE AUTHORIZED OR EFFECTIVE UNLESS THEY HAVE BEEN AGREED TO IN WRITING BY AN OFFICER OF UNITED BUSINESS SYSTEMS. NO COURSE OF DEALING OR OTHER CONDUCT OR CUSTOM SHALL CONSTITUTE AN ADMENEMENT TO THE TERMS HEREOF NOR ALTER OR VARY THE TERMS OF THIS AGREEMENT.

Authorized Customer Acceptance

Authorized Acceptance United Business Systems

Customer Signature

Date

Representative Signature

Date

Print Name / Title

Authorized Signature of Approval

Date

Please send contracts to contracts@ubswny.com

Maintenance Agreement Terms & Conditions

1. The initial term of this Agreement shall be for a period ending on the date shown, and shall be automatically renewed, at the then current rate, on a month to month basis unless written notice of the termination is received by either the Customer or Dealer (United Business Systems) at least forty-five (45) days prior to the expiration of the initial term of this Agreement or any renewal term thereof. This Agreement shall not be assignable or transferable by Customer without United Business System's prior written consent. United Business Systems may terminate this Agreement if Equipment is sold or transferred to a third party, and upon either event all remaining payments shall become immediately due and owing. United Business Systems reserves the right to adjust maintenance pricing, terminate this Agreement, and/or assign the service of any equipment which has been relocated more than sixty (60) miles from United Business System's nearest Service Center. Equipment may not be relocated without the prior written approval of United Business Systems.

2. The pricing of this Agreement is based upon the number of clicks and/or the term of this Agreement. In the event of early termination by the Customer, all remaining charges shall become immediately due and owing. If this Agreement is calculated on a cost-per-impression maintenance program, the early termination fee will be calculated according to the average of the actual usage from the beginning date of the Agreement, multiplied by the remaining months of the Agreement.

3. This Agreement does not cover network support beyond the specific equipment and included hardware listed on the front of this Agreement. All network support beyond the initial installation will be chargeable at United Business System's standard time and materials rates, unless covered by a separate Network Support or Time Block Agreement.

4. The minimum monthly Maintenance rate, any billable excess clicks, shipping charges for supplies and all applicable taxes on such charges or on services rendered, or parts supplied hereto, shall be due net ten (10) days from the date of the invoice. All Maintenance Agreements are reviewed annually and are subject to adjustment based upon service costs and/or manufacturer's price increases. Customer agrees OEM parts and supplies are not required provided the parts or supplies meet or exceed manufacturer's specifications.

5. All required preventive maintenance and emergency service necessary to keep the Equipment in efficient operating order will be performed by United Business Systems or its assigned Servicing Dealer during its regular business hours (8:30 a.m. - 5:00 p.m., Monday through Friday, except holidays) at no additional cost to Customer provided that the Equipment is in good working order on the date of commencement of this Agreement.

6. Supplies included may vary dependent upon model type. Included supply quantities are based on normal published product yields. Additional supplies will be billed at the current published pricing

7. Service calls for operator function (adding or changing supplies, auto gradation/color calibration, removing misfeeds or any other Customer responsibility) will be subject to a time and material service charge at United Business System's then current rate. Additional chargeable services include but are not limited to:

a) Repairs resulting from causes other than normal use: Customer's willful act; negligence or misuse; Customer's use of supplies or spare parts which do not meet published specifications and which cause abnormally frequent service calls or service problems; accident, failure or variances of electrical power; failure to provide air conditioning, heat or humidity control as required; abuse, theft, fire, water, or any other damage resulting from uncontrollable causes.

b) Subsequent repairs made when personnel other than those of United Business Systems or its assigned Servicing Dealer perform service.

c) Transportation and relocation - repairs resulting from unauthorized relocation of equipment by anyone other than United Business Systems or its assigned servicing Dealer. United Business Systems reserves the right to terminate this Agreement based upon damages to Equipment and to invoice Customer any and all payment applicable to this Agreement.

d) Work which Customer requests to be performed outside regular business hours.

e) Shop reconditioning or modification to the Equipment except as specified by Dealer's Technical Service Department to assure greater performance of the equipment

All of the foregoing shall be invoiced in accordance with United Business System's established per-call rates and terms in effect. When in the Dealer's opinion the Equipment becomes of advanced age or usage exceeds manufacturer's specifications, and cannot be maintained in good working order through Dealer's routine preventive maintenance service, or if work beyond the scope of this Agreement is required, Dealer shall submit to Customer a cost estimate of such work. If Customer declines to authorize the same, Dealer shall have the right, on ten (10) days written notice to Customer, to terminate service under this Agreement as to any or all items of Equipment. Removed parts replaced by Dealer shall become property of Dealer. Dealer shall have full and free access to the equipment to provide service thereon. Neither United Business Systems nor an assigned Servicing Dealer shall be responsible for any delays in servicing the Equipment due to the inability or delay in obtaining a necessary part or supply.

8. United Business Systems assumes no liability for operator error or damage caused by Customer.

9. UNITED BUSINESS SYSTEM'S OBLIGATIONS AND WARRANTIES UNDER THIS AGREEMENT ARE IN LIEU OF (A) ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE SPECIFICALLY WAIVED AND (B) ALL OTHER OBLIGATIONS OR LIABILITIES FOR DAMAGES INCLUDING, BUT NOT LIMITED TO: 1) PERSONAL INJURY OR PROPERTY DAMAGE, OR 2) LOSS OF PROFIT OR OTHER CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE MAINTENANCE SERVICE CAUSED DIRECTLY OR INDIRECTLY BY STRIKES, ACCIDENTS, CLIMATIC CONDITIONS, OR REASON OF SIMILAR NATURE BEYOND ITS CONTROL. CUSTOMER AGREES THAT IF DEALER CAUSED ANY INJURY OR DAMAGE TO CUSTOMER OR CUSTOMER'S PROPERTY, WHICH SAID CLAIM IS NOT OTHERWISE WAIVED HEREIN, CUSTOMER AGREES THAT THE MAXIMUM AMOUNT THAT DEALER SHALL HAVE TO PAY CUSTOMER FOR SAID INJURY OR DAMAGE IS AN AMOUNT EQUAL TO THE SERVICES RENDERED TO THE CUSTOMER THAT CAUSED SAID INJURY OR DAMAGE.

10. This Agreement constitutes the entire Agreement between the parties with respect to the furnishing of maintenance service superseding all previous proposals, oral or written.

11. United Business Systems reserves the right to withhold service and product if Customer fails to make any payment due under the terms and conditions of this Agreement. If Customer fails to make any payment when due under the terms and conditions of this Agreement as set forth above or otherwise is in default of the terms and conditions of this Agreement, Customer agrees that all payments due under said Agreement shall be accelerated and Customer shall be liable for all payments due under the full term of this Agreement that are unpaid or the reasonable cost of all services completed by the Dealer for the benefit of Customer, whichever is greater. If Customer breaches any term or condition of this Agreement, Customer agrees to reimburse dealer for all attorney fees and costs United Business Systems expends to enforce the terms and conditions of this Agreement against Customer. Should either party commence a lawsuit arising out of or related to the terms and conditions of this Agreement, then that lawsuit shall be filed exclusively in the Court of New York State. Further, this Agreement shall be interpreted exclusively under the laws of the State of New York.



Buffalo Office
316 Seneca Street
Buffalo, New York 14204
Phone: (716) 854-4122
Fax: (716) 847-2064
www.ubswny.com

Rochester Office
2 Townline Circle Road, Suite 2
Rochester, New York 14623
Phone: (585) 321-9303

CUSTOMER CARE SERVICE CONTRACT

[illegible]

**THE TOWN BOARD ADOPTING A RESOLUTION DECLARING CERTAIN
EQUIPMENT SURPLUS PROPERTY**

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 17th day of December, 2024, at 7:00 p.m. local time, there were

PRESENT:

Andrae' 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, the IT Department utilizes equipment to perform services for the Town, and such equipment may, from time to time, require replacement or become obsolete; and

WHEREAS, each item listed on Attachment A is several years old, no longer functioning, no longer used by the Town, and has been deemed obsolete and without value (the "Equipment"); and

WHEREAS, the IT Department recommends that the Town send all such Equipment to Sunnking Sustainable Solutions for proper recycling and disposal;

NOW THEREFORE BE IT RESOLVED, that the Town Board hereby declares the Equipment as surplus and authorizes the Town Supervisor to arrange for its proper disposal through Sunnking Sustainable Solutions.

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: Surplus IT Equipment

1. Bulk Cabling

- Ethernet cables
- Power cords
- Fiber optic cables
- Miscellaneous wiring

2. Server Chassis

- Empty server racks/chassis
- Disassembled server components

3. Rack Parts

- Rack-mounted shelves
- Cable management arms
- Mounting brackets and hardware

4. Printers

- Inkjet printers
- Laser printers
- Multi-function printers (MFPs)

5. IP Phones

- Desk phones
- VoIP handsets

6. Personal Computers (PCs)

- Desktop towers
- Mini PCs

7. Laptops

- Various brands/models of laptops

8. Monitors

- Computer monitors
- Display screens

9. Miscellaneous Desktop Accessories

- Keyboards
- Mice
- External drives

**THE TOWN BOARD ADOPTING A RESOLUTION AUTHORIZING THE GRANT
APPLICATION FOR THE LOCAL GOVERNMENT RECORDS MANAGEMENT
IMPROVEMENT FUND GRANT**

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 17th day of December 2024, at 7:00PM local time; there were:

PRESENT:

Andraé Evans

Ann Cunningham

Grant Malone

John Perticone

Peter Wehner

Brown Hutchinson LLP

Town Supervisor

Town Board Member

Town Board Member

Town Board Member

Town Board Member

Attorney for the Town

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

WHEREAS, the Records Management Officer for the Town of Irondequoit: and

WHEREAS, the Town of Irondequoit intends to request grant funding from the 2025-2026 Local Government Records Management Improvement Fund; and

WHEREAS, the Local Government Records Management Improvement Fund Grant requires no cost-share or financial contribution from the Town of Irondequoit; and

WHEREAS, the Local Government Records Management Improvement Fund Grant Application requires a resolution of the Town Board authorizing the application.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board authorizes the application to be submitted to the Local Government Records Management Improvement Fund Grant by the Town of Irondequoit for funding for an amount not to exceed \$75,000.

AND FURTHER BE IT RESOLVED, that any goods and/or services will be used only in accordance with the rules and regulations governing the Local Government Records Management Improvement Fund Grant Program and that any goods and/or services purchased with the LGRMIF funds will be obtained in accordance with acceptable procurement practices established by the Town of Irondequoit and that no funds awarded pursuant to this application shall be used to compensate Town staff or to reduce or otherwise supplant funding provided by the Town of Irondequoit.

This resolution shall take effect immediately upon adoption.

**THE TOWN BOARD ADOPTING A RESOLUTION AUTHORIZING THE
APPOINTMENT OF A RECORDS MANAGEMNT OFFICER PURSUANT TO THE
REQUIREMENTS OF THE GRANT APPLICATION FOR THE LOCAL
GOVERNMENT RECORDS MANAGEMENT IMPROVEMENT FUND**

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 17th day of December 2024, at 7:00PM 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

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

WHEREAS, the Town of Irondequoit intends to request grant funding from the 2025-2026 Local Government Records Management Improvement Fund; and

WHEREAS, the Local Government Records Management Improvement Fund Grant requires the appointment of a Records Management Officer; and

WHEREAS, the Local Government Records Management Improvement Fund Grant Application requires a resolution of the Town Board authorizing the appointment of the Records Management Officer.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Irondequoit hereby appoints:

Latasha Elder, Town of Irondequoit Town Clerk, Records Management Officer

This resolution shall take effect immediately upon adoption.

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

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

Town Supervisor

Evans

voting

**EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD ADOPTING
A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A MONETARY
GIFT FROM DONNA DEPTERS TO THE IRONDEQUOIT POLICE
DEPARTMENT**

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 17th day of December, 2024, at 7:00 P.M. local time, there were

PRESENT:

Andraé Evans

Town Supervisor

Grant Malone

Town Board Member

John Perticone

Town Board Member

Peter Wehner

Town Board Member

Brown Hutchinson LLP

Attorney for the Town

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

WHEREAS, Donna Depters would like to make a monetary gift to the Irondequoit Police Department; and

WHEREAS, this monetary gift consists of one-thousand dollars (\$1,000); and

WHEREAS, these funds will be deposited into account A232-00-2120-0000-0000-427050 (donations).

NOW, THEREFORE, BE IT RESOLVED, that the Town Board accepts this gift from Donna Depeters and authorizes the Supervisor to receive this \$1,000 to be used towards Community Engagement within the Irondequoit Police Department.

AND BE IT FURTHER RESOLVED, that the Town Board grants authority to the Town Supervisor to execute any and all documents related to this gift in a format 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 Supervisor Evans

voting _____

**AMENDING OF THE MINUTES OF A MEETING OF THE TOWN BOARD
ADOPTING A RESOLUTION AUTHORIZING THE SUPERVISOR TO ENTER
INTO CONTRACTS AND ACCEPTING FUNDING
FOR DWI PROGRAMS**

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 17th day of December 2024, at 7:00 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, the Town needs to amend the contract with the County of Monroe for receipt and use of New York State funding for programs aimed at eliminating offenses involving driving while intoxicated; and

WHEREAS, the Town may enter into contracts with the County of Monroe pursuant to General Municipal Law Section 119-o; and

WHEREAS, the “STOP DWI High Visibility Engagement Campaign” will be receiving \$4,000.00 for the “STOP DWI High Visibility Engagement Campaign” instead of the initial \$3,200.00 which was voted upon on at the Town Board Meeting on November 18th, 2024. The Town and the contract term will be from October 1, 2024 through September 30, 2025; and

WHEREAS, The receipt and use of the High Visibility Engagement Campaign grant in the amount of \$4,000.00, and to accept any additional funds which may become available from the New York State STOP-DWI Foundation, Inc. for the period of October 1, 2024 through September 30, 2025; and

WHEREAS, That the Town agrees to accept any additional funding that may become available from Monroe County in High Visibility Engagement Campaign or Enhancement funds in the 2025 grant year.

NOW THEREFORE BE IT RESOLVED, the “STOP DWI High Visibility Engagement Campaign” will be receiving \$4,000.00 for the “STOP DWI High Visibility Engagement Campaign” instead of the initial \$3,200.00 which was voted upon on at the Town Board Meeting on November 18th,2024. The contract term will be from October 1, 2024 through September 30, 2025.

AND BE IT FURTHER RESOLVED, that the Supervisor is hereby authorized to execute the contracts any and all documents necessary to enter into such contracts, in such 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	Malone	voting _____
Town Board Member	Cunningham	voting _____
Town Supervisor	Evans	voting _____

Fw: STOP DWI Resolution



Jessica Franco
To  Scott Peters;  Katie Palermo



 Reply

 Reply All

 Forward





Wed 11/27/2024 1:40 PM

 If there are problems with how this message is displayed, click here to view it in a web browser.

The other thing I didn't notice last year (and I'm surprised it wasn't questioned with the contract amendment) is adding in some sort of wording to receive the allocated funding after the new year. Below are some statements added by other towns that can do the trick so you don't have to go back to your Town Board at that time. It's an option to just go back again, but want to make sure there's no contract issues in getting you more.

"receipt and use of the High Visibility Engagement Campaign grant in the amount of xxx, and to accept any additional funds which may become available from the New York State STOP-DWI Foundation, Inc. for the period of October 1, 2024 through September 30, 2025"

"That the Town of xxxx agrees to accept any additional funding that may become available from Monroe County in High Visibility Engagement Campaign or Enhancement funds in the 2025 grant year."

"and to accept any additional funds from the New York State STOP-DWI Foundation, Inc. from October 1, 2024 through September 30, 2025"

If it's easier for me to talk to someone in that office, I'm happy to do so. Every town/village is different in the way they work to accept more funding on a contract amendment.

Lindsay Tomidy (she/her)
STOP-DWI Program Coordinator & Office of Traffic Safety Supervisor
Cell: (585) 770-8639
Office: (585) 753-3017
lindsaytomidy@monroecounty.gov
Connect with me on [LinkedIn here!](#)
<https://www.monroecounty.gov/ts>

From: Jessica Franco <jfranco@irondequoit.gov>
Sent: Wednesday, November 27, 2024 10:21 AM
To: Tomidy, Lindsay <lindsaytomidy@monroecounty.gov>
Cc: Melissa Kowalski <mkowalski@irondequoit.gov>
Subject: FW: STOP DWI Resolution

CAUTION: This email originated from outside Monroe County systems. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hi Lindsay,
It looks like we have \$3,200 that was approved. Would we need to change this to \$4,000 for HVEC?

Captain Jessica Franco
Administrative Operations
Irondequoit Police Department
1300 Titus Ave.
Rochester NY 14617
[\(585\) 336-6000](tel:5853366000) ext.2453

**EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD ADOPTING
A RESOLUTION AUTHORIZING ATTENDANCE TO THE GLOCK PROFESSIONAL
TRAINING COURSE IN CAMILLUS, NEW YORK**

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 17th day of December 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

Brown Hutchinson LLP	Attorney for the Town
----------------------	-----------------------

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

WHEREAS, the Chief of Police recommends sending three officers to attend the Glock Professional armors certification course. This Glock Professional certification will be held on April 29th, 2025, at the Camillus Fire Department in Camillus, New York; and

WHEREAS, the course objective is for attendees to renew their certification as “Glock Armorers.” This certification allows them to inspect, service and repair department issued handguns: and

WHEREAS, funding for this conference is available in the 2025 Police Department budget, Account A1312000.541000. The approximate cost will be \$900.00.

NOW, THEREFORE BE IT RESOLVED, that the Town Board hereby approves three officers to attend the Glock Professional armors certification course. This Glock Professional certification will be held on April 29th, 2025, at the Camillus Fire Department in Camillus, New York; and

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

GLOCK Professional, Inc.



GLOCK PROFESSIONAL, INC.
P.O. Box 1254
Smyrna, GA 30081
Phone: 770-432-1202
training@glock.us

CONFIRMATION OF ATTENDANCE

Armorer's Course

Please bring this letter to class.

Joseph Coon
Irondequoit Police Department
1300 Titus Ave.
Rochester, NY
14617
jfranco@irondequoit.org

Dear GLOCK User:

PLEASE BRING YOUR CONFIRMATION TO CLASS WITH YOU AND SHOW IT TO THE INSTRUCTOR

Please accept this letter as confirmation of your attendance into the one-day Armorer's Course.

If for any reason you will be unable to attend the course, please email your name and the course date to our office at training@glock.us. If you fail to cancel at least 48 hours prior to the course you will be responsible for payment. PAYMENT MUST BE MADE IN ADVANCE OR ON THE DAY OF CLASS. Please make checks payable to GLOCK Professional, Inc. We also accept MC, Visa or Discover.

Armorer's Course Tuition: \$ 300.00

PAY WITH CREDIT CARD: <http://www.glocktraining.com/Payment.aspx?r=357618&c=Coon>

WHAT TO BRING

1. Your confirmation letter and picture ID.
2. Note taking material (pen and note pad)
3. Eye protection (mandatory) - Prescription glasses will suffice.
4. GLOCK Stocking Dealers must have a current blue certificate to take advantage of the complimentary slot.
5. SMALL FLASHLIGHT

LUNCH WILL BE PROVIDED. Please note that lunches are ordered ahead of time - if you have any dietary restrictions please bring your own lunch to class.

If you are attending the Armorer's Course in the United States, DO NOT bring your firearms to the classroom.

IF YOU ARE ATTENDING A CLASS IN CANADA YOU MUST BRING YOUR OWN FIREARM. - NO SLIM LINES

FFL#: 1-58-067-01-8H-03344
FEDERAL TAX PAYER ID#: 20-4382786
GA STATE SALES TAX#: 2001-789-4247

GLOCK Professional, Inc.



GLOCK PROFESSIONAL, INC.
P.O. Box 1254
Smyrna, GA 30081
Phone: 770-432-1202
training@glock.us

No Tape recording or video equipment is allowed.

If GLOCK Professional, Inc. cancels or reschedules Training Courses due to an act of God, natural disasters, acts of civil or military authority, fire, floods, tornadoes, other severe inclement weather, epidemics, quarantine, energy crises, war, terror related events or riots Student has the option to request that GLOCK Professional, Inc. either (a) refund Student 100% of the price paid to GLOCK Professional, Inc. for Student's course registration or (b) reschedule Student to a future course of Student's choosing. No compensation will be offered for incurred costs as a result of the rescheduling. Student must provide GLOCK Professional, Inc. with written notice of which option Student chooses within 30 days of the date GLOCK Professional, Inc. notifies Student the course has been cancelled or rescheduled. If Student fails to notify GLOCK Professional, Inc. within the time period GLOCK Professional, Inc. will provide a refund without consulting Student.

GLOCK reserves the right to remove students from classes and/or permanent ban from future training due to violation(s) of firearms safety rules with no refund of class fees.

PLEASE REMEMBER DO NOT LEAVE ANYTHING OF ANY VALUE IN YOUR VEHICLES AT THE HOTELS

DATE: 4/29/2025
TIME: 8 a.m.- 5 p.m.

CLASS: Armorer's Course - 112044

LOCATION:
Camillus Fire Dept
James Nightingale
5801 Newport Rd
Camillus, NY
13031

HOTEL INFORMATION/DIRECTIONS:

HOTELS:
Tru by Hilton - 315-314-8676
Holiday Inn Express - 315-701-5000
Best Western - 315-484-0044

DIRECTIONS:
Contact James Nightingale @ 315-487-0102

FFL#: 1-58-067-01-8H-03344
FEDERAL TAX PAYER ID#: 20-4382786
GA STATE SALES TAX#: 2001-789-4247

GLOCK Professional, Inc.



GLOCK PROFESSIONAL, INC.
P.O. Box 1254
Smyrna, GA 30081
Phone: 770-432-1202
training@glock.us

CONFIRMATION OF ATTENDANCE

Armorer's Course

Please bring this letter to class.

Dominic Pronti
Irondequoit Police Department
1300 Titus Ave.
Rochester, NY
14617
jfranco@irondequoit.org

Dear GLOCK User:

PLEASE BRING YOUR CONFIRMATION TO CLASS WITH YOU AND SHOW IT TO THE INSTRUCTOR

Please accept this letter as confirmation of your attendance into the one-day Armorer's Course.

If for any reason you will be unable to attend the course, please email your name and the course date to our office at training@glock.us. If you fail to cancel at least 48 hours prior to the course you will be responsible for payment. PAYMENT MUST BE MADE IN ADVANCE OR ON THE DAY OF CLASS. Please make checks payable to GLOCK Professional, Inc. We also accept MC, Visa or Discover.

Armorer's Course Tuition: \$ 300.00

PAY WITH CREDIT CARD: <http://www.glocktraining.com/Payment.aspx?r=357617&c=Pronti>

WHAT TO BRING

1. Your confirmation letter and picture ID.
2. Note taking material (pen and note pad)
3. Eye protection (mandatory) - Prescription glasses will suffice.
4. GLOCK Stocking Dealers must have a current blue certificate to take advantage of the complimentary slot.
5. SMALL FLASHLIGHT

LUNCH WILL BE PROVIDED. Please note that lunches are ordered ahead of time - if you have any dietary restrictions please bring your own lunch to class.

If you are attending the Armorer's Course in the United States, DO NOT bring your firearms to the classroom.

IF YOU ARE ATTENDING A CLASS IN CANADA YOU MUST BRING YOUR OWN FIREARM. - NO SLIM LINES

FFL#: 1-58-067-01-8H-03344
FEDERAL TAX PAYER ID#: 20-4382786
GA STATE SALES TAX#: 2001-789-4247

GLOCK Professional, Inc.



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P.O. Box 1254
Smyrna, GA 30081
Phone: 770-432-1202
training@glock.us

No Tape recording or video equipment is allowed.

If GLOCK Professional, Inc. cancels or reschedules Training Courses due to an act of God, natural disasters, acts of civil or military authority, fire, floods, tornadoes, other severe inclement weather, epidemics, quarantine, energy crises, war, terror related events or riots Student has the option to request that GLOCK Professional, Inc. either (a) refund Student 100% of the price paid to GLOCK Professional, Inc. for Student's course registration or (b) reschedule Student to a future course of Student's choosing. No compensation will be offered for incurred costs as a result of the rescheduling. Student must provide GLOCK Professional, Inc. with written notice of which option Student chooses within 30 days of the date GLOCK Professional, Inc. notifies Student the course has been cancelled or rescheduled. If Student fails to notify GLOCK Professional, Inc. within the time period GLOCK Professional, Inc. will provide a refund without consulting Student.

GLOCK reserves the right to remove students from classes and/or permanent ban from future training due to violation(s) of firearms safety rules with no refund of class fees.

PLEASE REMEMBER DO NOT LEAVE ANYTHING OF ANY VALUE IN YOUR VEHICLES AT THE HOTELS

DATE: 4/29/2025
TIME: 8 a.m.- 5 p.m.

CLASS: Armorer's Course - 112044

LOCATION:
Camillus Fire Dept
James Nightingale
5801 Newport Rd
Camillus, NY
13031

HOTEL INFORMATION/DIRECTIONS:

HOTELS:
Tru by Hilton - 315-314-8676
Holiday Inn Express - 315-701-5000
Best Western - 315-484-0044

DIRECTIONS:
Contact James Nightingale @ 315-487-0102

FFL#: 1-58-067-01-8H-03344
FEDERAL TAX PAYER ID#: 20-4382786
GA STATE SALES TAX#: 2001-789-4247

GLOCK Professional, Inc.



GLOCK PROFESSIONAL, INC.
P.O. Box 1254
Smyrna, GA 30081
Phone: 770-432-1202
training@glock.us

CONFIRMATION OF ATTENDANCE

Armorer's Course

Please bring this letter to class.

Dean Kay
Irondequoit Police Department
1300 Titus Ave.
Rochester, NY
14617
jfranco@irondequoit.org

Dear GLOCK User:

PLEASE BRING YOUR CONFIRMATION TO CLASS WITH YOU AND SHOW IT TO THE INSTRUCTOR

Please accept this letter as confirmation of your attendance into the one-day Armorer's Course.

If for any reason you will be unable to attend the course, please email your name and the course date to our office at training@glock.us. If you fail to cancel at least 48 hours prior to the course you will be responsible for payment. PAYMENT MUST BE MADE IN ADVANCE OR ON THE DAY OF CLASS. Please make checks payable to GLOCK Professional, Inc. We also accept MC, Visa or Discover.

Armorer's Course Tuition: \$ 300.00

PAY WITH CREDIT CARD: <http://www.glocktraining.com/Payment.aspx?r=357619&c=Kay>

WHAT TO BRING

1. Your confirmation letter and picture ID.
2. Note taking material (pen and note pad)
3. Eye protection (mandatory) - Prescription glasses will suffice.
4. GLOCK Stocking Dealers must have a current blue certificate to take advantage of the complimentary slot.
5. SMALL FLASHLIGHT

LUNCH WILL BE PROVIDED. Please note that lunches are ordered ahead of time - if you have any dietary restrictions please bring your own lunch to class.

If you are attending the Armorer's Course in the United States, DO NOT bring your firearms to the classroom.

IF YOU ARE ATTENDING A CLASS IN CANADA YOU MUST BRING YOUR OWN FIREARM. - NO SLIM LINES

FFL#: 1-58-067-01-8H-03344
FEDERAL TAX PAYER ID#: 20-4382786
GA STATE SALES TAX#: 2001-789-4247

GLOCK Professional, Inc.



GLOCK PROFESSIONAL, INC.
P.O. Box 1254
Smyrna, GA 30081
Phone: 770-432-1202
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No Tape recording or video equipment is allowed.

If GLOCK Professional, Inc. cancels or reschedules Training Courses due to an act of God, natural disasters, acts of civil or military authority, fire, floods, tornadoes, other severe inclement weather, epidemics, quarantine, energy crises, war, terror related events or riots Student has the option to request that GLOCK Professional, Inc. either (a) refund Student 100% of the price paid to GLOCK Professional, Inc. for Student's course registration or (b) reschedule Student to a future course of Student's choosing. No compensation will be offered for incurred costs as a result of the rescheduling. Student must provide GLOCK Professional, Inc. with written notice of which option Student chooses within 30 days of the date GLOCK Professional, Inc. notifies Student the course has been cancelled or rescheduled. If Student fails to notify GLOCK Professional, Inc. within the time period GLOCK Professional, Inc. will provide a refund without consulting Student.

GLOCK reserves the right to remove students from classes and/or permanent ban from future training due to violation(s) of firearms safety rules with no refund of class fees.

PLEASE REMEMBER DO NOT LEAVE ANYTHING OF ANY VALUE IN YOUR VEHICLES AT THE HOTELS

DATE: 4/29/2025
TIME: 8 a.m.- 5 p.m.

CLASS: Armorer's Course - 112044

LOCATION:
Camillus Fire Dept
James Nightingale
5801 Newport Rd
Camillus, NY
13031

HOTEL INFORMATION/DIRECTIONS:

HOTELS:
Tru by Hilton - 315-314-8676
Holiday Inn Express - 315-701-5000
Best Western - 315-484-0044

DIRECTIONS:
Contact James Nightingale @ 315-487-0102

FFL#: 1-58-067-01-8H-03344
FEDERAL TAX PAYER ID#: 20-4382786
GA STATE SALES TAX#: 2001-789-4247

**EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD ADOPTING
A RESOLUTION AWARDING A BID FOR REFUSE SERVICES FOR TOWN OF
IRONDEQUOIT FACILITIES**

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 17th day of December 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
Brown Hutchinson LLP	Attorney for the Town

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

WHEREAS, it is necessary to contract for refuse services for various Town of Irondequoit Facilities; and

WHEREAS, the Town of Irondequoit issued an Invitation to Bid and caused the Notice to Bid to be published in the *Daily Record* on December 4, 2024, as well as publishing the Invitation to Bid on the Town website in compliance with General Municipal Law § 103 and Chapter 51 of the Irondequoit Town Code, requesting bids for the Project (Town Bid No. 2024-011), in order to ascertain the best value to the Town; and

WHEREAS, sealed bids were received and publicly opened and read on December 11, 2024; and

WHEREAS, the lowest responsible bidder was Waste Management of New York, LLC in the amount as shown in Exhibit "A"; and

WHEREAS, funding for this expense will be available in account #'s A116400-542650 (Public Works), A1711047-542650 (Camp Eastman), A1711042-542650 (McAvoy Park), AA1162100-542650 (Cemetery), AA1620000-542650 (Town Hall Maintenance), A1711042-542650 (Public Safety Maintenance), AA1711047-542650 (Library); and

WHEREAS, pursuant to Section 3.1 of the Contract terms and conditions, initial contract term commences on January 1, 2025 and will end December 31, 2027. The contract may be extended

up to three (3) additional one-year terms, at the sole option of the town and mutual agreement with successful bidder under the terms and conditions of the original contract; and

NOW THEREFORE BE IT RESOLVED, that the Town Board awards the bid for refuse Services for the Town of Irondequoit Facilities to Waste Management of New York, LLC in the amount as shown in Exhibit "A".

AND BE IT FURTHER RESOLVED, the Town Board authorizes the Town Supervisor to execute any and all documents related to this award 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	Malone	voting	_____
Town Board Member	Cunningham	voting	_____
Town Supervisor	Evans	voting	_____

BID RESPONSE SPECIFICATIONS

Town of Irondequoit
1280 Titus Avenue, Rochester, NY

Department Name	Dumpster Location & Address	Dumpster Quantity	Dumpster Type	Dumpster Size	Recycle Totter(s)	Locked ?	Pick-Up Schedule	Monthly Cost
Town Hall, Public Safety Library	Behind DPW Operations Ctr. 25 Kings Hwy N.	1	Refuse	6 yd		Yes	1x/week	\$120.00
Town Hall, Public Safety Library	Behind DPW Operations Ctr. 25 Kings Hwy N.	1	Refuse	10 yd		Yes	1x/week	\$190.00
Irondequoit DPW Facility	2629 East Ridge Rd	8	Recycling	Toters	Yes	Yes	1x/week	\$120.00
Irondequoit DPW Facility	2629 East Ridge Rd	1	Refuse	30 yd		No	pick-up as needed	Pricing Below
Irondequoit Cemetery	3671 Culver Rd	1	Refuse	4 yd		No	1x/week	\$95.00
Camp Eastman	1301 Lakeshore Blvd	2	Recycling	Toter	Yes	N/A	1x/week	\$60.00
McAvoy Memorial Park (Seasonal)	1615 N. Winton Rd	1	Refuse	4 yd	N/A	No	1X/Week (May-Sept)	\$95.00
		1	Refuse	4 yd	N/A	No	Every other week (Oct-April)	\$50.00
		1	Refuse	8 yd	No	Yes	1x/week	\$135.00
		1	Refuse	6 yd	No	Yes	2x/week	\$230.00
		1	Refuse	4 yd	No	Yes	1x/week March-November	\$85.00

Monthly Cost per Each if additional are needed

Size	Monthly Cost
4 yd Refuse	\$95.00
6 yd Refuse	\$120.00
8 yd Refuse	\$135.00
10 yd Refuse	\$145.00
30 yd Refuse	TBD
Toter Recycle	\$45.00

DPW 30yd \$255.00 per haul \$60.00 per ton

Jacqueline Bialaszewski

Print Name

Signature

Program Manager

Title

12/6/24

Date

Print Company Name: Waste Management of New York, LLC.

BID 2024-11 Recycling and Refuse Services for Various Town of Irondequoit Facilities

**EXTRACTION OF MINUTES OF MEETING OF TOWN BOARD
AUTHORIZING SUPERVISOR TO EXECUTE AGREEMENT FOR MONROE
COUNTY SNOW & ICE CONTROL SERVICES FOR 2024/2025 SEASON**

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 17th of December, 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
 Brown Hutchinson, LLP	 Attorney for the Town

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

WHEREAS, pursuant to Resolution 2023-264, the Town of Irondequoit has previously entered into a five (5) year Agreement with Monroe County for Snow Removal and Ice Control Services which includes annual renewal extensions; and

WHEREAS, the Town and Monroe County wish to extend the Agreement for the 2024/2025 winter season; and

WHEREAS, Monroe County will reimburse the Town of Irondequoit for Snow Removal and Ice Control Services on certain Monroe County roadways at a rate of \$3,694 per lane mile per Exhibit “A”; and

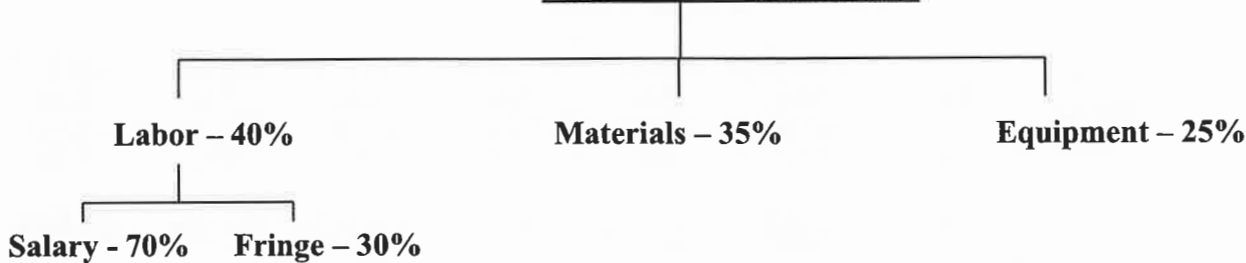
WHEREAS, the Town Board has considered the matter in the context of the State Environmental Quality Review Act, and determines that the continuation of an agreement for snow removal and ice control, being a matter of maintenance of existing facilities, and a matter of routine and continuing administration and management, is a Type II action for State Environmental Quality Review Act purposes, as described in 6 NYCRR § 617.5(c) subsections (1) and (26), not subject to review under Part 617 of the State Regulations; and

NOW THEREFORE, BE IT RESOLVED, that the Town Board hereby authorizes the Town Supervisor to execute a snow removal and ice control agreement with Monroe County for an additional annual renewal which includes a seasonal adjustment component for the 2024/2025 winter season.

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 _____

EXHIBIT 'A'**Monroe County DOT - Snow and Ice Rate Adjustment for 2024/2025 season****Lane Mile Cost Breakdown****Data used for Annual Rate Adjustments for 2024/2025 Season:**

Material: Salt price for 2024/2025 - **\$61.23** (\$5.00 decrease from 2023/2024 price)

Labor: Salary – 3 yr. avg. increase of all towns (high and low out for ea. yr.) from 2022 thru 2024 = **3.80%**

Fringe – Avg. of all Town fringe rates using 2024 data = **62.47%** (was 60.21% for 2023/2024 season)

Equipment: Per NYSDOT direction, we are now using the 2023 FEMA Schedule of Equipment Rates. The FEMA Schedule changes every other year; it has not changed since the 2023/2024 annual adjustment.

Adjustment Calculation for Each Component of the Lane Mile Cost:**Material:**

$$(\$61.23 - \$66.23) / \$66.23 = -7.55\%$$

Labor:

Salary – 3.80% increase for 2024/2025

$$.0380 \times 0.40 \times 0.70 = +0.01064 \quad +1.06\%$$

Fringe – 62.47% rate for 2025 (using 2024 actual data)

An increase of 2.26% from 2024 value of 60.21%

$$0.6247 - 0.6021 = 0.0226 \times 0.4 \times 0.3 = +0.00271 \quad +0.27\%$$

Equipment: No change in the 2023 FEMA Schedule since the 2023/2024 annual adjustment.

$$0.0000 \times .25 = +0.0000 \quad +0.00\%$$

Seasonal Adjustment:

$$\text{As calculated} \quad 91.29\% - 100.00\% = -8.71\%$$

<u>TOTAL</u>	2024/2025 Annual Adjustment	-14.93%
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**EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD
ADOPTING A RESOLUTION AUTHORIZING THE SUPERVISOR TO
EXECUTE AN AGREEMENT FOR MONROE COUNTY ALL SEASONS WORK
IN MONROE COUNTY RIGHTS OF WAY**

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 17th day of December 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

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

WHEREAS, the Town of Irondequoit has previously entered into a term agreement with Monroe County for All Seasons Work within Monroe County Rights of Way in 2017 for a term of ten (10) years per Resolution Number 2017-032; and

WHEREAS, attached appendices B & C shall apply to the agreement from January 1, 2025 through December 31, 2025.

NOW THEREFORE BE IT RESOLVED, that the Town Board approves appendices B & C for the period of January 1, 2025 through December 31, 2025 and authorizes the Supervisor to execute any and all documents necessary to effectuate this 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	_____

APPENDIX B

FRINGE RATES TO BE PAID PER LABOR HOUR FOR 2025 (Irondequoit)

ALL HOURLY WORK	
Full Time/Regular Hours	61.60%
Full Time/Overtime Hours	24.07%
Part Time/Regular Hours	11.77%
Part Time/Overtime Hours	11.77%

APPENDIX C

MAR SERVICES

Roadside Mowing	\$128.94 / mile mowed each pass
Dead Animal Pickup	\$34.79 / center line mile
Roadside Pickup	N/A

**EXTRACT OF MINUTES OF MEETING OF TOWN BOARD ADOPTING A
RESOLUTION AUTHORIZING THE SUPERVISOR TO SIGN CALCULATION
WORKSHEET FOR NEW YORK STATE
SNOW & ICE 2024-2025 SEASON**

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 17th of November, 2024 at 7:00pm local time; there were:

PRESENT:

Andrae' Evans
Ann Cunningham
Grant Malone
John Perticone
Peter Wehner

Town Supervisor
Town Board Member
Town Board Member
Town Board Member
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 has entered into agreements with New York State for Snow & Ice Removal on New York State Roadways for many years;

WHEREAS, pursuant to Resolution 2019-308 the Town of Irondequoit and New York State entered into a new agreement for a period of five (5) years with the Town of Irondequoit for Snow & Ice Removal on New York State Roadways commencing July 1, 2019 and ending June 30, 2024; and

WHEREAS, the Town of Irondequoit and New York State desire to extend this agreement period for an additional five (5) years commencing July 1, 2024 and ending June 30, 2029; and

WHEREAS, the Town will be reimbursed for this work in the amount of \$36,817.63 for 6.8 lane miles for the 2024-2025 Snow & Ice Removal season; and

WHEREAS, NYS requests to have the Supervisor sign the attached estimated Expenditure Calculation/Adjustment Worksheet as shown in Exhibit "A".

NOW THEREFORE BE IT RESOLVED, that the Town Board hereby approves the Supervisor signing the estimated Expenditure Calculation/Adjustment Worksheet with New York State for Snow & Ice Removal on New York State Roadways.

AND BE IT FURTHER RESOLVED, that the Town Board authorizes the Town Supervisor to execute any and all documents related to this agreement.

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 _____

Exhibit “A”

Contract #	Municipality	Ext. Period	Region #	Extension #
D014748	TOWN OF IRONDEQUOIT	2024-2029	4	1

AGREEMENT TO EXTEND MUNICIPAL SNOW AND ICE AGREEMENT

☒ Time and Materials

☐ Fixed Lump Sum

☐ Indexed Lump Sum

This Agreement made this _____ day of _____, _____ by and between THE PEOPLE OF STATE OF NEW YORK (hereinafter referred to as "STATE"), acting by and through the Commissioner of Transportation of the State of New York (hereinafter referred to as "COMMISSIONER"), and the _____ of the _____ TOWN OF IRONDEQUOIT (hereinafter referred to as "MUNICIPALITY") as follows:

WHEREAS, the COMMISSIONER and the MUNICIPALITY have entered into an Agreement No. _____ D014748 entitled Municipal Snow and Ice Agreement between the New York State Department of Transportation and the Municipality of _____ TOWN OF IRONDEQUOIT dated _____ 2/11/2020 _____; and

WHEREAS, the term of the said Agreement is for a period of five years commencing **July 1, 2019** and the said Agreement provides that the parties may at the end of each 5-year term of the Agreement extend such term for an additional five years; and

WHEREAS, the present term of the Agreement, as extended, expires June 30, 2024; and Section 1 of said Agreement allows up to a maximum of three extension periods of five years each for a maximum contract life of twenty years;

WHEREAS, Sections 5 of the said Agreement provides that the COMMISSIONER shall furnish the MUNICIPALITY with a suitable map for each term of the Agreement, or for any extended term thereof, modified to show the changes, if any, to the State Highways affected by this Agreement.

WHEREAS, Section 13 of the said Agreement provides for an annual update of the estimated expenditure to be determined by the COMMISSIONER subject to the provisions of Section 13 at the time for extension of the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and benefits between the parties,

WITNESSETH:

1. The aforementioned Snow and Ice Agreement between New York State Department of Transportation and the MUNICIPALITY" is hereby extended for a period of five years; now to expire on June 30, 2029, unless further extended.

2. The State Highways or parts thereof affected by this Agreement are as delineated on the attached map, agreed upon by the COMMISSIONER and the MUNICIPALITY, which shall be effective for the remainder of the term of the Agreement commencing July 1, 2023, unless changed by future agreement between the COMMISSIONER and the MUNICIPALITY.

3. All the terms and conditions of the original contract remain in effect except as follows. The estimated expenditure specified in Section 13 of the aforementioned Agreement shall be \$ _____ for 6.8 lane miles for each year of this five-year extension period, for a grand total of \$ _____, commencing **July 1, 2024**, unless changed by future update.

4. This Agreement incorporates the June 2023 version of Appendix A, replacing the previous version dated January 2014 MUNICIPALITY" is hereby extended for a period of five years; now to expire on June 30, 2029, unless further extended.

IN WITNESS WHEREOF, This Agreement has been executed by the State, acting by and through the duly authorized representative of the COMMISSIONER, and the MUNICIPALITY, which has caused this Agreement to be executed by its duly authorized officer on the date and year first above written.

Agency Certification Contract No. D014748

"In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

THE PEOPLE OF THE STATE OF NEWYORK

MUNICIPALITY

BY _____

BY _____

for Commissioner of Transportation

Dated: _____

Title: _____

STATE OF NEW YORK

) SS:

COUNTY OF)

On the _____ day of _____ in the year _____ before me personally came

_____ tome known who, being by me duly sworn, did depose and

say that he resides in _____ New York; that he is the

_____ of _____ the municipality described in and which executed the

above instrument; that he executed said instrument by order of the Governing Body of said municipality pursuant to a resolution which was duly adopted on _____ a certified copy of such resolution attached hereto and made a part hereof.

Notary Public

APPROVED AS TO FORM

APPROVED BY NYS COMPTROLLER'S OFFICE

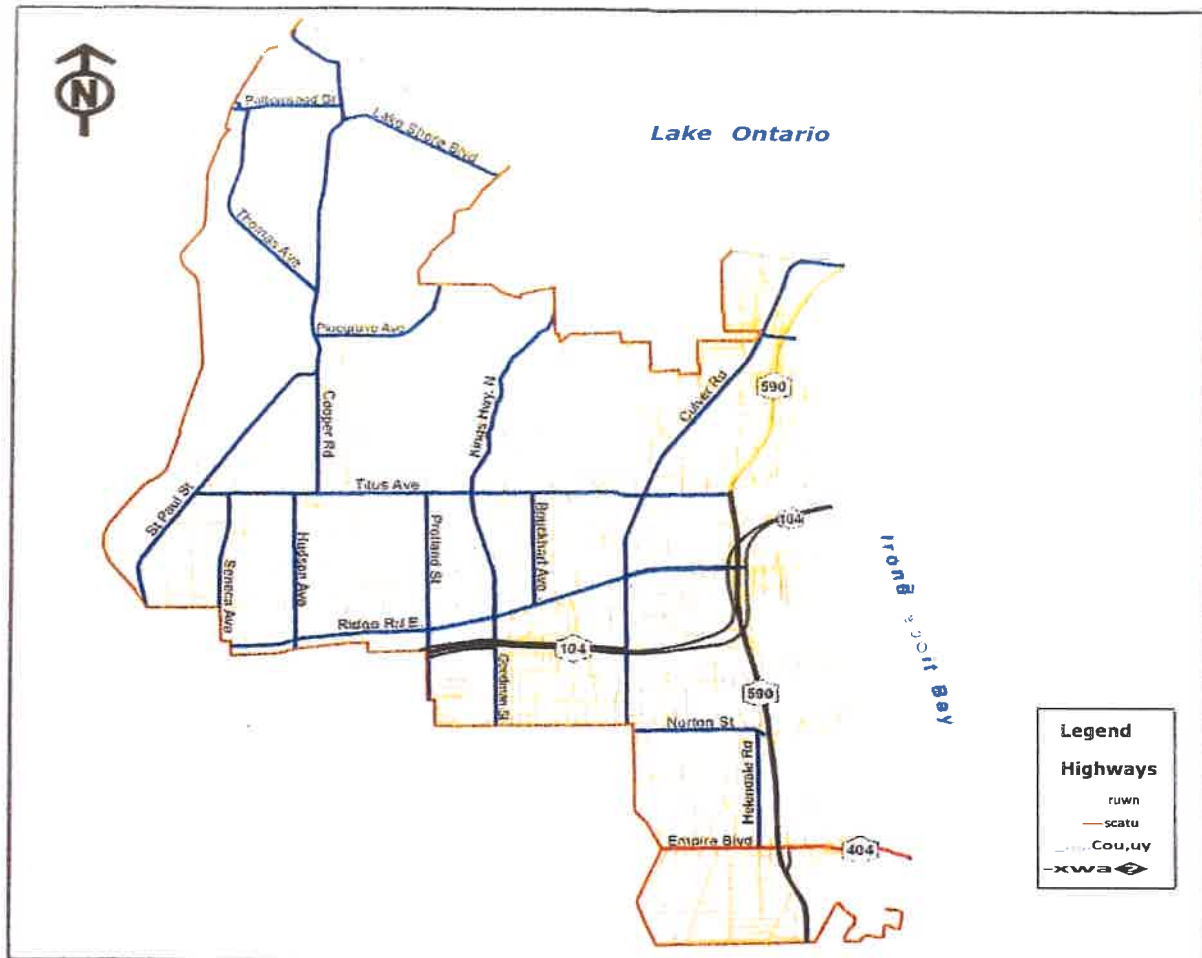
STATE OF NEW YORK ATTORNEY GENERAL

By: _____

By: _____

NYSDOT MUNICIPAL SNOW & ICE CONTRACTS		
Estimated Expenditure Calculation/Adjustment Worksheet For Time & Materials S&I Agreements		
MUNICIPALITY:	TOWN OF IRONDEQUOIT	
CONTRACT:	D014748	
CURRENT CONTRACT PERIOD:	2023/24 – 2027/28	
SEASON:	2024/25	CONTRACT LM: 6.80
2023/24 Actual Final	\$27,125.31	
2022/23 Actual Final	\$31,994.12	
2021/22 Actual Final	\$41,237.90	
3-YEAR AVERAGE (2024/25 Estimated Expenditure):	\$36,817.63	
A: Base Estimated Expenditure (see note 1)	\$39,904.67	
B: 2024/25 Estimated Expenditure:	\$36,817.63	
C: Difference (B minus A) (see note 2)	\$-3,087.04	
2024/25 Interim Payment:	\$24,667.81	
<i>Note 1: Base Estimated Expenditure refers to the amount that was provided for the first season under the current 5-year contract period.</i> <i>Note 2: As a result of having a light winter during 2023/24, an amendment to increase the contract amount will not be needed. No additional documentation is necessary.</i>		
Reviewed/Approved By:	Signatures Below:	
For Municipality:		
DOT Resident Engineer:		
DOT Snow & Ice Program Manager:		

Town of Irondequoit



MAP SHOWING **TOWN OF IRONDEQUOIT**
RESPONSIBILITY FOR SNOW AND ICE CONTROL ON
STATE HIGHWAYS FOR SEASON OF **2024/2025**

MILES - CONTRACT

C.L.	LANE	SNOW & ICE CONTROL PLOWING ONLY	SIGNED	REGIONAL DIREG. TOR OF OPERATIONS	DATE
3.4	6.8		SIGNED		
			FOR MUNICIPALITY		DATE

**EXTRACT OF THE MINUTES OF A MEETING OF THE TOWN BOARD ADOPTING A
RESOLUTION AUTHORIZING THE SUPERVISOR TO ENTER INTO VARIOUS CONTRACTS
WITH VENDORS FOR YOUTH, FAMILY, ADULT, GROUP EXERCISE AND SENIOR
RECREATIONAL PROGRAMMING FOR 2025**

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 17th day of December 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
Peter Wehner	Town Board Member
John Perticone	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 Town of Irondequoit desires to contract with several vendors to provide Youth, Family, Adult, Group Exercise, and Senior recreational programs in 2025; and

WHEREAS, the Youth, Family, and Adult programs are paid for with fees received from participants; and

WHEREAS, the Group Exercise programs are paid for with a combination of health insurance reimbursement and fees received from participants; and

WHEREAS, the Senior programs are paid for with a combination of grant money and fees received from participants; and

WHEREAS, the Town of Irondequoit seeks to contract for Youth, Family, Adult, Group Exercise, and Senior recreational programming services with the vendors specified in **Attachment A**, which is attached hereto and made a part hereof; and

NOW THEREFORE BE IT RESOLVED, that the Town Board authorizes the Supervisor to enter into contracts with the various vendors in Attachment A 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	_____

Attachment A
December 17, 2024

Instructor Name	Rate of Pay	Type of Class
Amy Cuomo-Oberst	\$37/class date	Group Exercise
Michelle Hensel	\$35/class date	Group Exercise
Anja Jabs-Devins	\$40/class date 60% of fees Small Group classes	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	\$30/class date	Group Exercise
Sue Piccirilli	\$30/class date	Group Exercise
Samantha Richards	\$37/class date	Group Exercise
Rebecca Watro	\$35/class date	Group Exercise

**EXTRACT OF MINUTES OF MEETING OF THE TOWN BOARD
ADOPTING A RESOLUTION APPROVING THE 2025 ORGANIZATIONAL, WORKSHOP AND
REGULAR TOWN BOARD MEETING DATES**

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 17th day of December 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

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

WHEREAS, the 2025 Town Board Meeting Schedule for Workshop Meetings and the Regular Town Board Meetings has been submitted by the Town Clerk's Office for approval by the Town Board.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board approves the 2025 Workshop and Regular Town Board Meeting Schedule as follows:

Organizational Meeting: Tuesday, January 7th, 2025 at 4:00 PM in the Broderick Room

Workshop Meetings (4:00 p.m. Mondays)

January 13, 2025
February 10, 2025
March 10, 2025
April 14, 2025
May 12, 2025
June 09, 2025
July 14, 2025
August 11, 2025
September 08, 2025
October 13, 2025
November 10, 2025
December 08, 2025

Regular Town Board Meetings (7:00 p.m. Tuesdays)

January 21, 2025
February 18, 2025
March 18, 2025
April 22, 2025
May 20, 2025
June 17, 2025
July 22, 2025
August 19, 2025
September 16, 2025
October 21, 2025
November 18, 2025
December 16, 2025

This resolution shall take effect 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
Town Supervisor

Cunningham voting
Evans voting